

These Terms and Conditions for Electronic Message Alert Service (the "**Terms and Conditions**") set out the respective rights and obligations of the Customer (as defined below) and China CITIC Bank International Limited (the "**Bank**", which expression shall include all its branches and offices wherever situated and its successors and assigns) in connection with the use of the Electronic Message Alert Service (as defined below). By requesting for or using or attempting to use the Electronic Message Alert Service, the Customer shall be deemed to have accepted and will be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions:

"Binding" means the action of linking the Designated WeChat Account with the Customer's account maintained with the Bank performed by the Customer and is considered as activating the Electronic Message Alert Service;

"Customer" means the person who uses the Electronic Message Alert Service or the person (other than the Bank) who agrees to be bound by these Terms and Conditions;

"Customer's Device" means the Customer's device for receiving any Electronic Message under the Electronic Message Alert Service;

"Designated WeChat Account" means the WeChat user account that bears the Designated WeChat ID;

"Designated WeChat ID" means the WeChat user ID provided by WeChat to the Bank upon Binding or Unbinding for activating or deactivating the Electronic Message Alert Service;

"Electronic Message Alert Service" means the alert service provided by the Bank using WeChat as a channel from time to time subject to these Terms and Conditions and more particularly described in Clause 2 below;

"Electronic Message" means any message sent by the Bank to the Customer under the Electronic Message Alert Service;

"Service Provider" means any business entities that provide the WeChat service; and

"Unbinding" means the termination of the linkage between the Designated WeChat Account and the Customer's account maintained with the Bank performed by the Customer and is considered as deactivating the Electronic Message Alert Service.

1.2 Unless contrary indication appears, any reference to these Terms and Conditions to:

(a) words importing the singular include the plural and vice versa and words denoting any gender includes all genders; and

(b) **"including"** or **"includes"** means including or includes without limitation.

2. Electronic Message Alert Service

2.1 The Bank has the right to determine from time to time the scope of the Electronic Message Alert Service to be made available and the Bank may expand, modify or reduce the scope of the Electronic Message Alert Service at any time without giving notice or reason.

2.2 The Customer acknowledges that the information sent under the Electronic Message Alert Service is for the Customer's information only and shall not be relied upon by the Customer or any other person nor be taken as conclusive evidence of the matter to which it relates.

2.3 The Customer shall promptly notify the Bank of any changes to information/documents (including but not limited to the Designated WeChat ID) provided to the Bank related to or for the purposes of the Electronic Message Alert Service.

2.4 The Customer shall perform Unbinding or notify the Bank immediately if the Customer does not want to receive any Electronic Message. The Customer shall also notify the Bank immediately upon any suspension or termination of the Designated WeChat Account.

2.5 For the purposes of providing the Electronic Message Alert Service, the Bank will not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error or failure in such information unless this results from negligence or default on the part of the Bank. In particular, neither the Bank, Service Provider nor any such companies shall assume any liability or responsibility for the consequences arising from any cause beyond our or its reasonable control including without limitation failure of the Customer's Device to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. For the avoidance of doubt, the Bank assumes no liability that results from the acts of the Service Provider or any such companies.

2.6 The Electronic Message Alert Service may without notice to the Customer be suspended or terminated for any reason including without limitation invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by any telecommunications companies concerned or by the Service Provider. The Bank will not assume any liabilities or responsibilities for any such suspension or termination.

2.7 Notwithstanding that the Bank may have provided the Electronic Message to the Customer on certain banking services or transactions, the Bank shall have no obligation to continue (or otherwise timely to provide the Customer) with the relevant Electronic Message for similar banking services or transactions. The Customer shall not rely on the Electronic Message Alert Service as conclusive evidence to ascertain or confirm the existence or status of any banking services or transactions.

2.8 None of the Electronic Messages should be regarded as an offer or a solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction.

2.9 Any Electronic Message will be sent to a Customer once only. The Customer should check his/her Designated WeChat Account regularly for such message. If the Customer deletes an Electronic Message, the Bank will not send the same Electronic Message again.

2.10 The Bank shall not accept or act on any Customer's instructions relating to banking products/ services given to the Bank via any message under the Electronic Message Alert Service.

2.11 The Bank may keep any Electronic Message record for future enquiry.

3. Security

3.1 The Customer is responsible for the security of the Customer's Device and must take all reasonable precautions to prevent any one else from accessing any confidential information.

3.2 Upon Binding, the Customer should inform the Bank as soon as possible if the Designated WeChat Account changes or it is lost, stolen or no longer under the Customer's control.

3.3 Any Electronic Message sent by the Bank to the Customers are one-way communications and the Customer should not reply to such message, in particular, the Customer should not provide any account or security details such as passwords in any reply. Any request for such details purported to have been sent by the Bank in any Electronic Message or any other irregularity in such message or the Electronic Message Alert Service must be reported to the Bank immediately.

3.4 The Customer's Device should not be tampered (e.g. rooted, hacked, jail-broken, etc.) and the Customer shall not be using such device to access any of the Bank's service or inputting sensitive data.

3.5 The Customer is responsible for ensuring that none of the application on the Customer's Device are installed from any mistrusted sources,

4. Acknowledgements, Warranties and Undertaking

4.1 The Customer at the request of the Bank executes such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Electronic Message Alert Service.

4.2 The Bank will not be liable for any disclosure of confidential information when Customer has not complied with the provisions of any clause in these Terms and Conditions.

4.3 The Service Provider or any third parties who support the Electronic Message Alert Service are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship between any third parties with the Bank.

4.4 The Customer acknowledges and consents that the Service Provider or any third parties which support the Electronic Message Alert Service may be able to have access to the information contained in any Electronic Message in connection with the Electronic Message Alert Service.

4.5 The Customer acknowledges and consents to be solely responsible and bound by any terms and conditions imposed by the Service Provider or any third parties which support the Electronic Message Alert Service and the Bank shall not be liable for any breaches constituted by the Customers of such terms and conditions.

4.6 The Electronic Message Alert Service is for the Customer's sole and exclusive use.

4.7 It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Electronic Message Alert Service from time to time the Designated WeChat Account, and to adopt proper safeguards against the Electronic Message Alert Service being used by unauthorized persons or for unauthorised purposes.

4.8 The Customer acknowledges that all Electronic Messages are displayed in simplified Chinese characters or such other languages that the Bank may consider provide from time to time at its absolute discretion.

5. Fees

5.1 The Bank reserves the right to revise any existing charging structure and/or make additional charges from time to time by notice to the Customer in relation to the provision of the Electronic Message Alert Service.

5.2 The Customer shall bear any fees, charges or expenses which may be imposed by the Service Provider or any third parties in relation to the provision of the Electronic Message Alert Service.

6. Restriction of Liabilities

6.1 If the Bank can show that an Electronic Message was sent to the Service Provider, the Bank has no liability to the Customer if the Customer suffers losses due to such Electronic Message not being received accurately or at all.

6.2 Without prejudice to clause 2.5, the Bank does not assume any liability or responsibility (unless the following is resulted from the Bank's negligence or default) to the Customer or any other person for the consequences arising from or in connection with:

(a) Any interruption, suspension, delay, loss, mutilation or other failure in providing the Electronic Message Alert Service howsoever caused;

(b) Any mechanical failure, power failure, malfunction, or installation in connection with the Electronic Message Alert Service;

(c) Any losses caused by the Service Provider or any third parties in connection with the Bank's providing the Electronic Message Alert Service;

6.3 The Bank will not be responsible for any losses or damages caused to Customer's data, Customer's Device, Customer's telecommunications equipment or other equipment as a result of the Customer's use of the Electronic Message Alert Service unless such loss or damage is caused by the Bank's default or negligence.

6.4 The Customer shall indemnify the Bank and its officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be reasonably incurred by any of them and at actions or proceedings which may be brought by or against any of them in connection with the provision of the Electronic Message Alert Service unless such loss or damage is caused by the Bank's default or negligence.

6.5 It is the Customer's sole responsibility to verify any information received under the Electronic Message Alert Service. The Bank does not assume any liability (whether in tort, contract or otherwise) for any reliance on any commentaries, confirmations, information or data by the Customer or any other person.

7. Severability

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

(a) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or

(b) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.

8. Governing Law and Jurisdictions

These Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

9. Chinese Translation

The Chinese version of these Terms and Conditions is for reference purposes only. If there is any conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail for all purposes.