

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we have agreed to be bound by. I/We may from time to time use i-banking Service supplied by China CITIC Bank International Limited (the “Bank”, which expression shall include all its branches and offices wherever situated, its successors and assigns), and agree that the i-banking Service of the Bank will be subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between me/us and the Bank in relation thereto.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

“**Business Day**” means a day on which the Bank is open for banking business in Hong Kong but excluding Saturday and Sunday.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**i-banking Instruction**” means any enquiry, request, application, instruction or communication that is received by the Bank through, or in connection with, i-banking Service.

“**i-banking Service**” means any electronic or internet banking services from time to time supplied by the Bank, which enable me/us to give instructions to the Bank and/or obtain information from the Bank through internet at such website or portal as designated by the Bank from time to time or through such other means as the Bank may from time to time prescribe.

“**Representative**” means the person that I/we have authorised to have access to, and/or use, i-banking Service on my/our behalf, and shall include any authorized person appointed by me/us to act on my/our behalf in relation to i-banking Service.

“**Security Code**” means any password, code or number, or any other identification whether issued to me/us or to any Representative by the Bank or adopted or self-selected by me/us or by any Representative (including any login ID), for access and/or use of i-banking Service.

“**Transaction**” means a transaction effected by the Bank pursuant to, or in connection with, an i-banking Instruction.

1.2 Clause headings are inserted for convenience only and shall be ignored in construing these Terms and Conditions.

1.3 Unless the context otherwise requires, words importing the singular include the plural and vice versa and any gender includes all genders. Any reference in these Terms and Conditions to a “person” includes an individual, a company, sole proprietorship, partnership, trust or body unincorporated.

1.4 Any references in these Terms and Conditions to “including” or “include” means including or includes without limitation.

## 2. Scope of Service, Limits on Amounts and Cut-off Time

2.1 The scope and types of service made available by the Bank, the applicable restrictions and transaction limits, the cut-off time and date applicable to a particular type of service, the applicable service fees and other features in respect of the i-banking Service will be determined by the Bank from time to time at its absolute discretion.

2.2 The Bank is entitled at any time, without any further verifications, to act on i-banking Instructions for:-

- i. my/our applications for any new service, product, account, loan or other facility from time to time provided by the Bank;
- ii. effecting any transfer of funds for me/us or for effecting any other transactions for me/us in relation to any service, product, account, loan or other facility provided to me/us by the Bank or for entering into any transactions between the Bank and me/us;
- iii. providing any information, statements, reports to me/us regarding any service, product, account, loan or other facility provided by the Bank and for handling my/our transaction relating to any such service, product, account, loan or facility.

2.3 Any transaction or other dealing effected after the daily cut-off time in Hong Kong or on a non-Business Day may be treated for value on the next Business Day.

2.4 The Bank may at its sole discretion add to, modify, restrict, suspend or terminate i-banking Service at any time.

### 3. Security Procedures

- 3.1 I/We shall, and shall ensure that all the Representative(s) will, keep each Security Code confidential. I/We shall be solely responsible for any accidental, intentional or unintentional disclosure to any other person. I/We should:
- change the password and login ID provided by the Bank to a self-selected password and login ID in accordance with the Bank's instruction immediately upon receipt of the initial password advice from the Bank,
  - not disclose, or release the login ID, the password or other Security Code to any third party,
  - implement control measures to prevent unauthorized access to the login ID, the password or other Security Code;
  - not write down or record the login ID, the password or other Security Code without disguising it, and
  - change the password, the login ID and other Security Code on a regular basis,
- and I/we shall ensure that each Representative shall comply with the aforesaid obligations.
- 3.2 I/We acknowledge that there are risks of any Security Code being abused by the Representative(s) or any other persons or for unauthorized purposes and I/we agree to bear all such risks. I/We shall notify the Bank, in accordance with these Terms and Conditions, upon notice or suspicion of any Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with any Security Code. I/We shall be responsible for all transactions and dealings involving the use of any Security Code prior to the Bank receiving such notice and the Bank having a reasonable opportunity to take action in respect of such notice.
- 3.3 I/we understand and acknowledge that I/we may be liable for loss suffered by me/us as a result of unauthorised transactions made via the i-banking Service if I/we :-
- act fraudulently or with gross negligence;
  - fail to take reasonable steps to keep any Security Code secure and confidential;
  - knowingly allow the use by others of any Security Code; or
  - fail to inform the Bank as soon as reasonably practicable after I/we find or believe that any Security Code has been compromised, lost or stolen or that any unauthorized transaction has been conducted.
- 3.4 The Bank shall have no duty to verify the identity or authority of the person giving an i-banking Instruction if the correct Security Code is used. I/We understand, acknowledge and accept that: (i) the only purpose of the Security Code(s) is to determine the authenticity and not to determine the accuracy of, nor discover errors in, any instruction or content of the information, transmitted, through i-banking Service and I/we shall be solely responsible for the duplication of any of my/our instructions and for the accuracy of the content of my/our instructions and their transmission to the Bank; (ii) that the procedure of authentication and verification through any Security Code constitutes a commercially reasonable and acceptable security procedure; and (iii) that the Bank will rely on any Security Code as if it were my/our name and signature; and (iv) that no procedure has been established to discover transmission errors or in the content of the information accessed or i-banking Instructions.
- 3.5 Any Security Code shall remain effective until changed by me/us and accepted by the Bank or until cancelled by the Bank.
- 3.6 The Bank is under no obligation or duty concerning the allocation or use of any Security Code by me/us to any person or selection of the Representative(s) by me/us. I/We acknowledge that the Bank is not obliged to ascertain the identity of any Representative(s) or to ascertain whether any Security Code is being actually used by me/us or the Representative(s) for me/us. I/We accept the sole responsibility for the security measures and all arrangements controlling the use of any Security Code.
- 3.7 The Bank may reject any access to i-banking Service and all requests for information or transmittal of information or instructions which do not comply with the authentication procedure as determined by the Bank from time to time. The Bank shall not incur any liability, and I/we agree to indemnify, release and hold the Bank harmless if it rejects any access, inquiry and/or instruction as herein indicated.
- 3.8 The Bank may at any time modify all or any of the security procedures established for i-banking Service, including, but not limited to, modification of the rules of operation, delivery of any Security Code and authentication procedures.

#### **4. i-banking Instructions**

- 4.1 I/We shall ensure that, at all times, each Representative has the necessary powers and authorisation required for giving i-banking Instruction. The Bank shall in no event be liable for the lack of powers of any Representative.
- 4.2 Any i-banking Instruction, once given, may not be amended, revoked or withdrawn without the prior consent of the Bank. Any i-banking Instruction acted on by the Bank in good faith shall be binding on me/us without the need of any further confirmation. The Bank will not further verify the authenticity of any i-banking Instruction and may treat all apparently valid i-banking Instructions received by the Bank as instructions properly authorised by me/us even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by me/us at any time concerning my/our accounts or affairs.
- 4.3 I/We am/are responsible for the accuracy and completeness of i-banking Instructions and for ensuring the instructions as transmitted correctly. If a dispute arises at any time in relation to the contents of any i-banking Instruction or any related Transaction, the Bank's relevant recordings shall be conclusive evidence of such contents.
- 4.4 The Bank will only act upon or carry out an i-banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Any i-banking Instruction received by the Bank outside the normal business hours of the Bank or on a non-Business Day may be considered to have been received by the Bank on the next Business Day.
- 4.5 Notwithstanding any provision in these Terms and Conditions to the contrary, the Bank may, at its sole discretion, refuse to carry out any i-banking Instruction without giving any notice or reason to me/us.

#### **5. My/Our Undertaking**

- 5.1 I/We shall use, and shall ensure that the Representative(s) shall use, the i-banking Service in accordance with these Terms and Conditions and the operation policies, procedures and guides relating to i-banking Service provided by the Bank from time to time.
- 5.2 I/We undertake not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of i-banking Service or the Bank's website or any of the software comprised in them. The Bank is entitled to terminate the use of i-banking Service by me/us without notice and to take legal action against me/us for breach of this undertaking.
- 5.3 I/We shall notify the Bank as soon as I/we or any Representative(s) encounter any irregularity or difficulty in using i-banking Service.
- 5.4 Once it has come to my/our attention that the Security Code has become lost or stolen or otherwise compromised, or that the i-banking Service may, for whatever reason, be liable to misuse, I/we must immediately notify the Bank, such notification to be confirmed in writing within three days. Unless the bank receives effective notification as outlined above, I/we may be liable in respect of any use of and/or transactions made via i-banking Service as a result. I/We will cooperate fully with the Bank in its investigation into the circumstances of the loss, theft or misuse of Security Code, including to provide the Bank all relevant information as to the circumstances of the loss, theft or misuse of Security Code and take all steps deemed necessary by the Bank to assist the Bank in relation to these matters. In the event of any such loss, theft or misuse whether actual or as suspected by the Bank, the Bank may provide the police with any information it considers relevant.

#### **6. Technical Requirements**

- 6.1 I/We must, at my/our sole cost and responsibility, ensure that the equipment used to access i-banking Service is reliable, compatible and meets the minimum specifications required for the purpose.
- 6.2 It is my/our sole responsibility to maintain, update and, eventually, modify the equipment in accordance with any technical requirements which may be introduced in the future.

#### **7. Rate information inquiry**

Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing i-banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by me/us through i-banking Service, shall be binding on me/us notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.

**8. Recordings, records and reference numbers**

The Bank is authorized to record by any means all i-banking Instructions between the Bank and me/us or any person acting on my/our behalf, and to keep those recordings for as long as the Bank considers necessary.

**9. Interruption of the system**

9.1 The Bank shall always have the right to, at its sole discretion and without notice, where considered necessary or advisable to do so, suspend and or temporarily cancel:

- i. my/our access to i-banking Service;
- ii. my/our access to and use of any services provided by the Bank if the Bank discovers any irregularity and/or in order to carry out any works for updating or maintaining a quality service, increasing security or data processing.

The Bank will not reactivate any such services until the reasons for such suspension have effectively been overcome to the satisfaction of the Bank.

9.2 The Bank shall not be responsible for any direct or indirect loss or damage (including, but not limited to, damage to my/our data, software, and computer hardware or telecommunications equipment) caused directly or indirectly by my/our use of i-banking Service or the information provided through i-banking Service. In no event will the Bank be responsible for costs, damages, losses, expenses or liabilities of any kind whatsoever which may arise or allegedly arise in relation to i-banking Service, or in relation to any failure, error, omission, interruption, defect, delay in the operation, transmission or receipt, computer virus or failure of the systems or lines, except caused by the negligence or wilful default of the Bank.

9.3 The Bank disclaims all conditions, warranties or other terms whether expressed or implied by statute, custom or usage relating to the information contained in or omitted from i-banking Service.

**10. Suspension or termination of service**

10.1 The Bank may suspend or terminate i-banking Service upon closure of my/our accounts, services or otherwise. Suspension or termination by me/us of i-banking Service shall be effective only after written notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.

10.2 The Bank shall not be liable for any loss or damage suffered by me/us as a result of or arising out of any voluntary or involuntary suspension or termination of i-banking Service for any reason whatsoever.

10.3 In addition, the Bank may at any time suspend i-banking Service if it receives any notification made or purportedly made by me/us or the Representative(s) in respect of the loss, theft or possible compromise of any Security Code or if I/we breach any of my/our obligations under these Terms and Conditions.

10.4 Either party may terminate i-banking Service any time by giving a thirty (30) days prior written notification the Bank may terminate i-banking Service without any notice on the grounds that if I/we breach any of my/our obligations under these Terms and Conditions.

10.5 Upon termination of i-banking Service, my/our ability to access and utilise i-banking Service will cease provided, however, each transaction or dealing that has been initiated prior to the termination date, as determined by the Bank, that has not been fully executed, will not be rescinded (unless the Bank, in its sole discretion, determines otherwise) and shall remain subject to the terms and conditions of these Terms and Conditions until fully completed.

**11. Fees and Costs**

11.1 I/We agree to pay such charges (if any) for the provision of i-banking Service, as the Bank shall advise me/us from time to time.

11.2 The Bank may vary its charges and the frequency and dates of payment of such charges on giving me/us not less than thirty (30) days notice. These charges are in addition to any charges for specific banking or other services the Bank might provide in response to i-banking Instructions. I/We should inform the Bank if I/we wish to receive details of the Bank's charges for particular banking or other services.

11.3 I/We authorise the Bank to debit any of my/our accounts with any charges for the provision of i-banking Service.

11.4 I/We shall pay all costs, if any, of communicating with the Bank through i-banking Service.

**12. Proprietary Rights**

- 12.1 I/We acknowledge and accept that i-banking Service, as well as all of its components, including, without limitation to, technical, literature or any other processes, software, hardware, documents and information contained in or incorporated into the same: (i) are the property of the Bank and of other interested parties (or both), including third parties from whom the Bank has obtained rights including licenses and rights to issue licenses; and (ii) constitute trademarks or copyrights. The Bank retains all proprietary right and any other right which it has, on its own or through third parties, or in the future it may have over i-banking Service, including all service elements. The Bank, at its sole discretion, may provide or make available to me/us, with or without charge to me/us, revisions, updates, and modifications to the services and to the instructional, informative or any other documents, if any, associated with i-banking Service.
- 12.2 I/We will not copy or duplicate on my/our own or through other persons or entities, nor will I/we allow another to copy or duplicate, all or any part of i-banking Service module, document or component without the Bank's prior written consent. I/We acknowledge and agree that I/we shall not directly or indirectly sell, lease, license, assign, transfer or otherwise charge or encumber any specification documents, templates and formats, systems or programs and any other materials, software, hardware, equipment or information, relevant to i-banking Service which are from time to time in whole or in part provided, developed and/or utilized by the Bank or by me/us in connection with i-banking Service.
- 12.3 The Bank has no responsibility or liability to me/us for any damages, expenses or costs which I/we may suffer or incur arising from or referable to the installation or operation of i-banking Service components (including, without limitation, any software or hardware), unless this is caused by the Bank's negligence or wilful default.

**13. Limitation of liability and indemnification**

- 13.1 I/We acknowledge there are certain security, corruption, transmission error and access availability risks associated with using internet and I/we expressly assume such risks. The Bank makes no warranty or representation as to the foregoing. I/We am/are satisfied with the adequacy and suitability of i-banking Service as a delivery mechanism for data and instructions and of the security procedures
- 13.2 Except as expressly set out in these Terms and Conditions, the Bank does not make any warranties concerning i-banking Service or its system, including, without limitation, any warranties on satisfactory quality, merchantability or fitness for a particular purpose.
- 13.3 The Bank shall not at any time incur any liability to me/us (and I/we hereby expressly waive and release any and all claims and causes of action which I/we may at any time have against the Bank) in connection with any acts, omissions or circumstances at any time arising out of or relating to these Terms and Conditions, or a transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to negligence or wilful misconduct on the part of the Bank).
- 13.4 Without limiting the foregoing, the Bank: (i) shall not be obligated to accept, and shall not be liable for failing to accept, any i-banking Instruction; (ii) shall not be liable for any failures, delays, errors, claims or damages in the execution or effectuation of any transaction occasioned by the fault or negligence of any other bank or party, nor shall the Bank be liable for any other cause beyond its control; (iii) shall not be liable for any errors, defect, breakdown, deficiency, malfunction or failure in respect of the system, software or telecommunication system in relation to i-banking Service (whether belonging to or operated by the Bank or otherwise) except caused by the Bank's negligence or wilful default; (iv) shall not be liable for executing incorrect i-banking Instructions received by it; (v) shall not be liable for failing to execute instructions not received by the Bank and (vi) shall not be liable for malfunctions or capacity reduction in i-banking Service or in public communications facilities not under the Bank's control that may affect the accuracy, timeliness of or transmission of my/our instructions to the Bank or other communications with the Bank.
- 13.5 The Bank shall at all times be indemnified, reimbursed and held harmless by me/us from and against any and all claims, demands, causes of actions, liabilities, losses, damages, costs and expenses which may at any time be imposed upon, incurred or suffered by, or asserted against the Bank in connection with any acts, omissions or circumstances arising out of or relating to these Terms and Conditions, or any breach by me/us of these Terms and Conditions, or any other matter or transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to gross negligence or wilful misconduct on the part of the Bank).

#### 14. Other Banking Agreements with the Bank

- 14.1 I/We agree that the Bank is entitled to rely on the i-banking Instruction, notwithstanding anything to the contrary contained in any other agreements or contracts between the Bank and me/us in relation to my/our accounts or the banking facilities and/or services provided to me/us by the Bank (“**Other Banking Agreements**”). Any references in the Other Banking Agreements to instructions, notifications or other communications between me/us and the Bank which are stated to be made in writing may be satisfied by an electronic communication made in accordance to these Terms and Conditions in the context of i-banking Service.
- 14.2 Unless otherwise specified in these Terms and Conditions, each transaction to be effected pursuant to an i-banking Instruction shall also be subject to the terms and conditions of the applicable Other Banking Agreement(s). I/We shall ensure that the proposed transaction shall comply with the terms and conditions of the applicable Other Banking Agreement(s) prior to giving i-banking Instruction to the Bank.
- 14.3 I/we understand that the Bank may from time to time introduce supplementary terms to these Terms and Conditions of which I/we will be notified.

#### 15. Other Information

The Bank does not warrant or represent that the information provided through i-banking Service is accurate, sufficient, up-to-date or error free. Some of the information available through i-banking Service may be identified on the screens or in any user guide in respect of any electronic media as subject to a disclaimer or other provisions. If I/we rely on that information, I/we do so subject to the disclaimer or those provisions.

#### 16. Miscellaneous

- 16.1 The Bank may at any time amend or vary any provision of these Terms and Conditions by giving prior written notice to me/us in accordance with the requirements of applicable codes and guidelines.
- 16.2 No act, omission or delay by the Bank shall be a waiver of the Bank's rights or remedies under these Terms and Conditions unless otherwise agreed in writing by the Bank.

#### 17. Rights of Third Parties

Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.

#### 18. Law and Jurisdiction

These Terms and Conditions shall be 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.

#### 19. Governing Version

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.

**Last Updated on Jan 2016**