

## Terms and Conditions for inMotion

### **Terms and Conditions for Use of the Mobile Application for inMotion Services**

By installing and using this mobile application (the "App"), you agree to be bound by these terms and conditions (the "Terms and Conditions"). If you do not agree to the Terms and Conditions, you shall not continue to use the App and shall uninstall the App.

These Terms and Conditions shall apply to any person (referred to herein as "You") who accesses or uses any feature of the App in respect of any service provided by China CITIC Bank International Limited (the "Bank") under or pursuant to the App (the "Service").

The Bank does not make any representation or warranty of any kind regarding the performance or operation of any device which you use to access the App (the "Device"). You are responsible for the selection of the Device and for all issues relating to the operation, performance and costs associated with the Device (including any charges imposed by your internet service provider).

You must not use the App on any device or operating system that has been modified outside the device or operating system vendor supported or warranted configurations. This includes devices that are "jail-broken" or "rooted".

You are responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to prevent and scan for computer viruses or other destructive software in the Device.

You undertake to inform the Bank as soon as reasonably practicable if you know or suspect that any unauthorised person is able to use the Device to access the App.

The App is provided "as is" and without any warranty. The Bank has no obligation to correct any bugs, defects or errors in the App, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the App.

Unless otherwise expressly stated, the information contained in or provided by the App is not intended to provide professional advice by the Bank and should not be relied upon in that regard. You are advised to obtain appropriate professional advice where necessary.

You acknowledge and agree that messages sent over the internet cannot be guaranteed to be completely secure. You shall also bear the risk of any delay, loss, diversion, alteration or corruption of any message transmitted from or via the App.

The Bank shall not at any time incur any liabilities to you in connection with any acts, omissions or circumstances at any time arising from or relating to the App (other than those liabilities arising from gross negligence or wilful default of the Bank), including any liabilities which may arise from any delay, interruption, disruption, suspension

of or related to the use of the App.

You acknowledge and agree that the Bank may collect, transmit, store, and use technical, location, and login or other personal data and related information, including but not limited to technical information about your Device, system and application software, and peripherals, and information regarding your location, that is gathered periodically to facilitate the provision of software updates, product support, and any other services to you related to, or in connection with, the App.

The Bank may at any time delete, replace, add or change any term of these Terms and Conditions by giving you notice in accordance with the requirements of applicable codes or guidelines in Hong Kong.

These Terms and Conditions are governed by and construed in accordance with Hong Kong law and you agree to submit to the exclusive jurisdiction of the Hong Kong courts.

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

(October 2017)

### **Notes to Users of the Mobile Application for inMotion Services**

You are advised to read and understand the following notes relating to the following features of this mobile application (the "App") before you continue to use this App. If you do not agree to them, you shall not continue to use this App and shall uninstall this App.

#### **1. Disclosure of your information to the Bank's service provider**

Any information provided by you (including any photo, video, data, text of yourself and identification documents) for applying for the Bank's service through this App may be delivered to the Bank's service provider (including TransUnion Limited, Tencent Cloud International Pte. Ltd., Tencent Cloud Computing (Beijing) Co., Ltd. and its partnering service providers) for the purpose of verification under the Bank's "Know-Your-Customer" requirement and procedure in respect of the Bank's service.

#### **2. Consent for the use and process of your information to the Bank's service provider (TransUnion Limited)**

You hereby give your consent to and authorize TransUnion Limited to use, process all information, including any photo images, videos or documents, provided by you or by the Bank and match against each other, for the purpose of verifying your identity, documents or any information under the Bank's "Know-Your Customer" requirement and procedure in respect of the Bank's service; and thereafter to process, use and transfer the result of the verification or any data arising therefrom to the Bank.

You further acknowledge and agree that the access and use by TransUnion Limited of all information provided by you in the manner described above and such access and use shall not be made the basis for any complaint,

claim, suit, demand or cause of action or other proceedings against TransUnion Limited by you.

3. Consent for the use and process of your information to the Bank's service provider (Tencent Cloud International Pte. Ltd., Tencent Cloud Computing (Beijing) Co., Ltd. and its partnering service providers)

You hereby give your consent to and authorize Tencent Cloud International Pte. Ltd., Tencent Cloud Computing (Beijing) Co., Ltd. and its partnering service providers to use, process all information, including any photo images, videos or documents provided by you or by the Bank and match against each other, for the purpose of verifying your identity, documents or any information under the Bank's "Know-Your Customer" requirement and procedure in respect of the Bank's service; and thereafter to process, use and transfer the result of the verification or any data arising therefrom to the Bank.

You further acknowledge and agree that the access and use by Tencent Cloud International Pte. Ltd., Tencent Cloud Computing (Beijing) Co., Ltd. and its partnering service providers of all information provided by you in the manner described above and such access and use shall not be made the basis for any complaint, claim, suit, demand or cause of action or other proceedings against Tencent Cloud International Pte. Ltd., Tencent Cloud Computing (Beijing) Co., Ltd. and its partnering service providers by you.

4. Consent for the provision of banking services (account opening) ONLY

A. You understand that all information ("Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. You agree not to use the App to compose or produce, or upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, subversive, hateful, or racially, ethnically or otherwise objectionable or contrary to public interest, public order or national harmony in all relevant jurisdictions.

B. You hereby agree the Bank has the right to remove any Content you upload to or via the App if, in the opinion, such Information does not comply with the content standards set out in the terms of acceptable use specified above.

C. You hereby agree the Bank has the right to delete in whole or in part any Content you upload to or via the App without notice to you at any time.

(December 2023)

## Terms and Conditions for inMotion Services

These Terms and Conditions for inMotion Services (these "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 inMotion Services (as defined below).

## 1. Definitions and Interpretation

### 1.1 In these Terms and Conditions:

“Customer” means the person (a) who has applied to the Bank for use of the inMotion Services; and/or (b) to whom the Bank has approved his application for use of the inMotion Services;

“Full KYC Procedure” means the procedure prescribed by the Bank at its discretion from time to time under which the Customer is required to personally attend the premises of the Bank (or its branch or any other location approved by the Bank) for completing the Bank’s KYC requirements for its general customers;

“inMotion Deposit Account” means, in relation to a Customer, the deposit account which the Bank will open for the Customer when the Bank has approved the Customer’s application for use of the inMotion Services;

“inMotion Services” means, in relation to a Customer, the service provided by the Bank through electronic channels or means in the service/brand name of “inMotion” under which, subject to such requirements and conditions as the Bank may at its discretion think appropriate, (a) the Customer may open accounts with the Bank and/or operate any account maintained by the Customer with the Bank; (b) the Customer may apply to the Bank for services and/or the Bank may provide services to the Customer; (c) the Customer may make enquiries with the Bank and/or communicate with the Bank; (d) the Bank may provide information to the Customer; (e) the Customer may give instructions to the Bank and/or enter into agreements with or by the Bank; and (f) the Customer may enter into or effect any other transactions which the Bank may permit or approve;

“KYC” means “Know Your Customer”; and

“New Customer” means the Customer who is not maintaining at least one bank account or credit card account with the Bank when the Bank has approved his application for use of the inMotion Services.

### 1.2 Unless contrary indication appears, any reference in 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. Application for Use of inMotion Services for a New Customer

2.1 If the Customer makes an application to the Bank for use of the inMotion Services, the Customer shall follow such procedure and provide such documents and information as the Bank may determine through electronic channels or such other means approved by the Bank. Without prejudice to the foregoing, the Customer may be required to provide his identification document and photo for the Bank’s KYC purpose.

2.2 Unless the Bank otherwise agrees or requires, if the Customer makes an application to the Bank for use of the inMotion Services, the Customer shall apply to the Bank for opening the inMotion Deposit Account with the Bank. The Bank will open the inMotion Deposit Account for the Customer when the Bank has approved the Customer’s application.

## 3. Scope and Use of inMotion Services

3.1 The scope and types of accounts, services, functions and transactions made available by the Bank, the applicable restrictions, conditions and transaction limits, the applicable cut-off time, the applicable fees and other features in respect of the inMotion Services will be determined by the Bank from time to time at its absolute discretion.

3.2 The Customer shall use the inMotion Services in accordance with any operation policies, procedures, guides and requirements relating to the inMotion Services as the Bank may provide or prescribe from time to time.

3.3 Without prejudice to Clauses 3.1 and 3.2, the Customer acknowledges and agrees to the following possible restrictions and limitations which may be imposed by the Bank in respect of the inMotion Services unless the Bank otherwise permits:

For a New Customer who used a Hong Kong Identity Card or a People's Republic of China Resident Identity Card for the Bank's KYC purpose:

- (a) Before the Customer has completed the Full KYC Procedure, certain accounts, services, functions and transactions may not be made available to him;
- (b) Cash withdrawal and other forms of payment via or by the Bank's counters, ATM or cheque deposit may not be permitted;
- (c) Only eStatement and eAdvice (if and when applicable) will be provided by the Bank. Subject to the agreement of the Bank, the Customer may choose to receive printed version of statement and advice (if and when applicable) by making an application through the Bank's i-banking Service (only if the Customer has completed the Full KYC Procedure), customer service hotline or any other means as designated by the Bank from time to time;
- (d) Certain transactions will be subject to lower daily transaction limits from account opening day until successful completion of an internal review by the Bank. Generally, the internal review will take around two to four business days. The Customer can increase the daily transaction limits upon successful completion of the internal review through the Bank's i-banking Service or any other means as designated by the Bank from time to time.

3.4 The Bank may at its discretion add to, modify, restrict, suspend or terminate the inMotion Services at any time.

3.5 eStatement and eAdvice (if and when applicable) may be provided by the Bank to the Customer through electronic channels or means in respect of any accounts, services and transactions arising from or in connection with the inMotion Services.

#### 4. Other applicable Terms and Conditions

4.1 The terms and conditions of the Bank's (a) General Terms and Conditions; (b) Terms and Conditions for Deposit Accounts (where any deposit account is applied for or opened); (c) Terms and Conditions for i-banking Service (the "i-banking T&Cs"); and (d) Terms and Conditions for the eStatement and eAdvice service, shall apply to the inMotion Services. In the event of any conflict between any of those terms and conditions and these Terms and Conditions, the latter shall prevail to the extent of the conflict.

4.2 For the avoidance of doubt, the Bank may (but is not obliged to) rely on any Security Code (as defined in the i-banking T&Cs) designated or used for access to the inMotion Services by the Customer as if it were the Customer's name and signature for the purposes of the inMotion Services.

4.3 Without prejudice to Clause 4.1, each account or service provided by the Bank under the inMotion Services may be subject to the terms and conditions applicable to that account or service. In the event of any conflict between these Terms and Conditions and other terms and conditions applicable to the relevant account or service, these Terms and Conditions shall prevail to the extent of the conflict.

#### 5. Limitation of liability and Indemnification

5.1 The Bank shall not at any time incur any liabilities to the Customer in connection with any acts, omissions or circumstances at any time arising from or relating to the inMotion Services (other than those liabilities arising from gross negligence or wilful default of the Bank).

5.2 The Customer shall indemnify and keep the Bank harmless from and against any and all claims, demands,

liabilities, losses, damages, costs and expenses which may at any time be suffered or incurred by the Bank arising from or in connection with these Terms and Conditions (other than those suffered or incurred by the Bank arising from gross negligence or wilful default of the Bank).

#### 6. Amendments

The Bank may at any time delete, replace, add or change any term of these Terms and Conditions by giving prior notice (in electronic or printed form) to the Customer in accordance with the requirements of applicable codes or guidelines in Hong Kong.

#### 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. Third Party Right

A person who is not the Bank or the Customer has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of these Terms and Conditions.

#### 9. Governing Law and Jurisdictions

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

#### 10. 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.

(April 2023)