

These Terms and Conditions for WeChat Payment Authorization (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 WeChat Payment Authorization (as defined below). The Customer shall be deemed to have accepted and will be bound by these Terms and Conditions when its bank accounts (or any of them) maintained with the Bank is Bound (as defined below) to the Designated WeChat Account of the Customer as contemplated under these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions:-

"**Bind**" or "**Binding**" means the action of linking the Designated WeChat Account with the Customer's account maintained with the Bank performed by the Customer and "**Bound**" shall be construed accordingly;

"**Bound Account**" means a Customer's account maintained with the Bank, which is Bound to the Designated WeChat Account;

"**Customer**" means the person whose account with the Bank is Bound to its Designated WeChat Account as contemplated under the Terms and Conditions;

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

"**Designated WeChat ID**" means the WeChat user ID provided by the Customer to the Bank upon Binding or Unbinding for activating or deactivating the WeChat Payment Authorization;

"**Instruction**" means any instruction, message or report given through any communication channel by WeChat Payment Services Provider to the Bank pursuant to WeChat Payment Authorization;

"**WeChat Payment Authorization**" means the authorization by the Customer to Bank for the transfer of funds from the Bound Account as described in Clauses 2.2 below;

"**WeChat Payment Services Provider**" means Money Data Limited (a wholly owned subsidiary of Tencent Holdings Limited) or any related entity of Tencent Holdings Limited which provides payment services on the Wechat interface; 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 "**Unbound**" shall be construed accordingly.

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. WeChat Payment Authorization

2.1 The Customer may Bind its bank account(s) maintained with the Bank to its Designated WeChat Account, which may include its current accounts, saving accounts and accounts in a single account holder's name.

2.2 Once any bank account of the Customer maintained with the Bank is Bound, WeChat Payment Services Provider may from time to time give Instructions to the Bank to transfer funds from a Bound

Account to any account of WeChat Payment Services Provider, and the Customer hereby authorizes the Bank (and the Bank is entitled) to debit and credit such amount from the Bound Account in accordance with the Instructions without any reference or notice to the Customer. Such authorization by the Customer to the Bank shall be effective at all times in relation to each Bound Account.

2.3 The Bank is not obliged to ascertain whether or not any Instruction from WeChat Payment Services Provider is duly authorized by the Customer and the Customer shall accept full responsibility for each transfer made by the Bank acting on any Instruction.

2.4 The Bank has the right to determine from time to time the scope of the WeChat Payment Authorization to be acted on by the Bank.

3. Account Administration

3.1 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 WeChat Payment Authorization.

3.2 Upon Binding, the Customer shall inform the Bank as soon as possible if the Designated WeChat Account changes or it is no longer under the Customer's control. The Customer shall not disclose his Designated WeChat Account information and Designated WeChat ID to others,

3.3 The Customer shall perform Unbinding or notify the Bank immediately if the Customer wants to terminate the WeChat Payment Authorization. The Customer shall also notify the Bank immediately upon any suspension or termination of the Designated WeChat Account. The Customer shall be bound by all Instructions given to the Bank until the Bank has provided written confirmation to the Customer that its Bound Account has been Unbound successfully.

3.4 The Bank will not assume any liability or responsibility for any failure or delay in acting on the Instructions or any error or failure in such Instructions unless this results from negligence or default on the part of the Bank. In particular, the Bank shall not assume any liability or responsibility for the consequences arising from any cause beyond our or its reasonable control including without limitation failure of WeChat Payment Services Provider to transmit Instruction 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 WeChat Payment Services Provider or any of the agents or related companies of WeChat Payment Services Provider.

3.5 The Bank may, without notice to the Customer, refuse any funds transfer under any Instruction by WeChat Payment Services Provider pursuant to the WeChat Payment Authorization. The Bank will not assume any liabilities or responsibilities to the Customer for any such refusal.

4. Acknowledgements, Warranties and Undertakings

4.1 The Customer shall, at the request of the Bank, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with WeChat Payment Authorization.

4.2 WeChat Payment Services Provider or any third parties engaged by the WeChat Payment Services Provider are neither agents of the Bank nor representing the Bank. There is no partnership, joint venture or other agency relationship between WeChat Payment Services Provider or those third parties with the Bank.

4.3 The Customer represents and warrants to the Bank that it has entered into the WeChat Payment System-User Service Agreement with WeChat Payment Services Provider (including the same as supplemented or amended from time to time) and the Customer undertakes to the Bank to observe the terms of such agreement for so long as any of its bank accounts with the Bank is Bound.

4.4 The Customer acknowledges and understands that the Designated WeChat ID and Designated WeChat Account on the WeChat platform are not maintained nor under the control of the Bank and the Customer confirms that the Bank is not under any duty to verify that the Designated WeChat ID or Designated WeChat Account Bound to the Customer's bank accounts maintained with the Bank belongs to the Customer.

4.5 The Customer shall assume all liabilities for the legality, authenticity, completeness and validity of the Instructions. The Customer undertakes that it shall solely assume all risks and liability relating to the actions of the Bank, acting in accordance to the Instructions.

4.6 The Customer agrees and acknowledges that, when the Customer denies a transaction or claims that the personal internet banking credentials have been stolen or compromised (the "**Disputed Transaction**"), neither the Bank nor the WeChat Payment Services Provider shall be responsible for providing compensation to the Customer in relation to any of the following circumstances:

- (a) A compensation request is raised more than 180 days after the occurrence of the transaction order;
- (b) The Customer does not follow the transaction dispute procedures specified by the Bank or the WeChat Payment Services Provider;
- (c) The Disputed Transaction falls within the following circumstances:
 - (i) The WeChat Payment Services Provider or the Bank has verified that the transaction is indeed made by the Customer or is jointly made by the Customer and another person; and
 - (ii) The WeChat Payment Services Provider or the Bank has verified that the transaction is made by any immediate relative of the Customer (including but not limited to evidence such as the police affirming that the Customer's bank accounts and/or personal internet banking credentials are used by the relative, or the discovery through technological investigations that the IP address used when the Disputed Transaction is made is identical to that used usually by the Customer);
- (d) The Customer discloses its bank account information and/or personal internet banking credentials or payment password to others due to its own personal reasons, and as a result, the personal internet banking credentials are stolen or compromised or the related bank account and/or personal internet banking information or password is utilized by a third party; or
- (e) The Customer's losses have been incurred due to inappropriate conduct of the Customer, including but not limited to, clicking phishing links, disclosing transaction passwords or information to others, and downloading Trojan viruses.

5. Restriction of Liabilities

5.1 The Customer agrees and acknowledges that the role of the Bank in respect of the WeChat Payment Authorization is:

- (a) acting on any Instruction for any funds transfer in connection with the WeChat Payment Authorization without further enquiry with the Customer;
- (b) under no obligation to verify the validity of any Instruction from WeChat Payment Services Provider; and
- (c) the Instructions from WeChat Payment Services Provider are binding on the Customer, and in the absence of any manifest error of the Bank, the Bank has no liability to the Customer if the Customer suffers losses due to the Bank acting on any Instruction pursuant to WeChat Payment Authorization.

5.2 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 carrying out WeChat Payment Authorization howsoever caused; or
- (b) any losses caused by WeChat Payment Services Provider or any third parties in connection with WeChat Payment Authorization.

5.3 The Customer shall indemnify the Bank 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 the Bank in connection with (i) the WeChat Payment Authorization or (ii) the Customer's breach of the Terms and Conditions unless such loss or damage is caused by the Bank's default or negligence.

6. 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.

7. 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.

8. 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.

Effective on: June 2016