

CNCBI Open Application Programming Interface (“API”) Portal Terms of Use

Welcome to CNCBI Open API Portal!

These CNCBI Open API Portal Terms of Use (“CNCBI Terms of Use”) are a legal agreement between you and China CITIC Bank International Limited (“us”, “we”, or “CNCBI”) so we encourage you to read these CNCBI Terms of Use carefully. By checking the box indicating your acceptance to these CNCBI Terms of Use, you agree to be bound by these CNCBI Terms of Use. If you are accepting these CNCBI Terms of Use on behalf of a legal entity, by checking the box indicating your acceptance to these CNCBI Terms of Use, you represent that you have the authority to legally bind such entity to these CNCBI Terms of Use. If you do not accept these CNCBI Terms of Use, you may not use our services or access CNCBI Open API Portal.

We work constantly to improve our services. As a result, we may need to update these CNCBI Terms of Use from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make any changes to these CNCBI Terms of Use and give you an opportunity to review them before they come into effect. Once any updated CNCBI Terms of Use are in effect, you will be bound by them if you continue to use our services.

1. OUR SERVICES

One-stop shop of a variety of APIs

CNCBI Open API Portal provides a comprehensive one-stop-shop of a variety of APIs provided by CNCBI to help you access a wide range of data from CNCBI.

2. USER ACCOUNT

If you wish to become an API consumer on CNCBI Open API Portal, you will need to apply for a Sandbox user account with CNCBI prior to using live functionalities and data.

Upon activation of your Sandbox user account, you will have rights to access the APIs provided by CNCBI in the Sandbox. Note that the Sandbox only provides dummy data and functionality. If you wish to access live production functionality/data, you will need to go through a simple registration process with CNCBI. Note that only business undertakings are eligible to access live production functionality/data.

You must test the App in the Sandbox first before using live production functionality/data.

We reserve absolute right to approve or reject your application to register for a user account on CNCBI Open API Portal.

You are liable for all activity on CNCBI Open API Portal associated with your user account, as well as any associated user accounts, and all users/customers of your Apps. It is your responsibility to ensure that you make clear the associated risks and liability involved for your products/services to users/customers of your products/services.

3. MINIMUM STANDARDS

You will need to register your applications on CNCBI Open API Portal in order for you to use CNCBI Open API.

Applications registered by you on CNCBI Open API Portal (“Apps”, or each or any one of them, an “App”) must comply with the standards, specifications and policies which we issue from time to time (“Standards”). The current standards and requirements expected of your Apps (and the systems supporting such Apps) are as follows:

- Incorporate user enrollment processes and procedures appropriate to mitigate the risk of unauthorized or fraudster account enrollment ;
- Incorporate authentication technologies, processes and procedures appropriate to mitigate the risk of account takeover, unauthorized access to personal information or unauthorized funds related functionality;
- Validate device security level (e.g., operating system type, operating system version, whether the mobile device is rooted or jailbroken, and unpatched devices or those that are no longer supported by the manufacturer) before allowing access to personal information or conducting funds related functionality;
- Employ secure development and distribution techniques for Apps;
- Contain a process to deactivate older versions that no longer meet minimum security requirements or prompt the end user to upgrade to an acceptable version;
- Collect any end user information only as necessary, and appropriately secure such information and any derived analytics reporting available within or external to the Apps;
- Ensure that confidential information (e.g., passwords and account or card numbers) does not reside directly on a device, unless essential to the Apps’ functionality. If confidential information does reside on the device, the Apps should encrypt and securely store such information (e.g., within an encrypted data section or within encrypted storage in the file system) and separately store the cryptokey in secure storage;
- Securely wipe any sensitive end user information upon exiting the Apps;
- Securely wipe all related end user information upon deletion of App in device;
- Secure connection between the App and back-end servers with appropriate channel encryption, session protection and message encryption;
- Secure back-end servers connecting the App and the data; and
- Secure back-end servers and CNCBI Open API Portal with properly registered and configured X.509 digital certificate for live production use;

- Notify CNCBI of your products/services which fall within the scope of and are bound by these CNCBI Terms of Use.

If your Apps do not fulfill these Standards, you agree that CNCBI can suspend/terminate your access or revoke your rights to use CNCBI Open API Portal.

To ensure that your Apps meet and continue to meet these Standards, you agree that we can conduct testing and audit on your Apps from time to time provided that we give you reasonable notice in advance.

4. WHAT YOU CAN DO ON CNCBI Open API Portal

We want to encourage creativity and innovation, but not at the expense of the safety and well-being of others or the integrity and security of CNCBI Open API Portal. Therefore, you agree that you will not engage in any of the following conduct described below (or to facilitate or support others in doing so):

- i. You must not use CNCBI Open API Portal to do or share anything:
 - a. that breaches these CNCBI Terms of Use or any policies that we publish and which apply to your use of CNCBI Open API Portal;
 - b. that is unlawful, fraudulent, improper, unauthorised, harassing, discriminatory, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable manner or in any way that may be harmful or detrimental to CNCBI's rights or interests or the rights or interests of any of CNCBI's third party providers, or in any manner that could constitute criminal offence or give rise to civil liability or regulation; or
 - c. that infringes or breaches someone else's rights;
- ii. You must not upload viruses, worms, defects, Trojan horses, or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of Open API Portal;
- iii. You may not access or collect data from CNCBI Open API Portal that you do not have permission to access or collect;
- iv. You must not store personal data (including, among others, e-banking credentials) unless expressly authorised to do so by the data subject;
- v. You must not use the Sandbox for any live production purposes;
- vi. You must promptly report and notify us of any significant incidents (e.g. data leakage); and
- vii. You must not use CNCBI Open API Portal in a way which will contribute to the development, or support, of Apps, products and/or services of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons

systems, or aircraft navigation or communications, or any other activity where failure of APIs could give rise to a material threat of death or service personal injury.

5. THE PERMISSIONS YOU GIVE US

You agree that CNCBI may use any information and personal data provided, or which CNCBI has collected, in connection with these CNCBI Terms of Use, CNCBI Open API Portal or CNCBI APIs for the purpose of:

- (i) assessing your application for access to or use of the CNCBI Open API Portal, sandbox and production environment or CNCBI APIs;
- (ii) operating the CNCBI Open API Portal, sandbox and production environment or CNCBI APIs;
- (iii) communicating with you in respect of matters relating to the CNCBI Open API Portal, sandbox and production environment or CNCBI APIs;
- (iv) preventing, detecting or investigating fraud or other illegal activities;
- (v) conducting financial crime (which includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and any act or attempt to circumvent or violate any law relating to these matters) risk management activity (which will include making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status);
- (vi) collecting any amounts outstanding from you;
- (vii) satisfying or complying with any obligations, requirements or arrangements for disclosing and using data that apply to CNCBI, any other member of the Group and/or any of their respective branches or offices or that it is expected to satisfy or comply according to: (a) any laws, rules or regulations binding on or applying to the CNCBI, any other member of the Group and/or any of their respective branches or offices, within or outside Hong Kong, existing currently and in the future; (b) any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which CNCBI, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, within or outside Hong Kong, existing currently and in the future; (c) any present or future contractual or other commitment with local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on CNCBI, any other member

of the Group and/or any of their respective branches or offices by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations, including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with CNCBI, any other member of the Group and/or any of their respective branches or offices; and

(viii) any other purposes relating to the purposes listed above.

"Group" means CNCBI, any subsidiary undertaking of CNCBI and/or any of their respective associated or affiliate undertakings, any direct or indirect parent undertaking of CNCBI, any subsidiary undertaking of any such parent undertaking and/or any of their respective associated or affiliate undertakings, including, for the avoidance of doubt, undertakings within the group of CITIC Group Corporation ("subsidiary undertaking", "parent undertaking" and "undertaking" shall have the meanings under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong)).

You give us permission to use your name and business name(s) in press releases, marketing materials, promotional materials, presentations and/or directories for the purposes of promoting the use of CNCBI Open API Portal and our services.

You also give us permission to transfer and disclose your information to the following parties or any of them (whether within or outside Hong Kong) for the purposes mentioned above:

- (i) any third party service providers who provide services to CNCBI in connection with the operation of CNCBI's business;
- (ii) any party or any member of the Group, who is under a duty of confidentiality to CNCBI, including its respective officers, employees, agents and representatives who have undertaken to keep such information confidential;
- (iii) third party service providers with whom you have chosen to interact with in connection with your use of the CNCBI Open API Portal, sandbox and production environment or CNCBI APIs; and
- (iv) any person, body or authority to whom CNCBI, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to make disclosure under the requirements of any laws, rules or regulations binding on or applying to CNCBI, any other member of the Group and/or any of their respective branches or offices, or any disclosure under and for the purposes of any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, supervisory, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or

associations of financial services providers with which CNCBI, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, or any disclosure pursuant to any contractual or other commitment of CNCBI, any other member of the Group and/or any of their respective branches or offices with local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future, including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with CNCBI, any other member of the Group and/or any of their respective branches or offices.

6. LIMITS ON USING INTELLECTUAL PROPERTY

We retain all rights (including intellectual property rights) in and to CNCBI Open API Portal and anything associated with CNCBI Open API Portal and its content which are supplied by us. Nothing in these CNCBI Terms of Use will take away those rights from us. You agree that you will not resell, sub-license, transfer, assign, rent, lease, modify, copy, manufacture, circumvent, or reverse engineer any CNCBI property (including intellectual property) or use a third party or third party product to do so, and not combine any CNCBI and/or products/services with your own value added services to create your own-branded exchange platform which is substantially similar to services and functionalities provided by CNCBI Open API Portal.

Save for the rights provided in these CNCBI Terms of Use, you do not have any rights (including but not limited to intellectual property rights) in CNCBI's property on CNCBI Open API Portal.

You may not use any of the CNCBI brands (including, indicia, trademarks, service marks, trade names, logos, symbols or brand names) or otherwise refer to CNCBI without our prior written consent.

You must not dispute or contest the validity of the proprietary rights of CNCBI. You must not register or attempt to register any trademarks or service marks or other brand identifiers (including, trademarks and domain names) that are confusingly similar in any way (e.g., in sound, in appearance, in spelling) to any of the CNCBI brands, including the name of "CNCBI".

You must not represent that CNCBI has certified, sponsored, approved, or endorsed you or your Apps or any of your products/services in any manner whatsoever, or that CNCBI is in any way affiliated or have a relationship with you.

7. MAINTENANCE, MODIFICATION OR SUSPENSION TO Open API Portal

We may make changes to CNCBI Open API Portal (and its content) or to our services from time to time. These changes may lead to a suspension of our services or your access to Open API Portal. These changes may also affect your Apps, and require you to make certain updates/modifications to your Apps at your own cost. We recommend that you check CNCBI Open API Portal regularly for notifications of any changes which may affect your Apps.

We will attempt to provide you with reasonable prior notice of any scheduled maintenance which will lead to any suspension of our services or your access to CNCBI Open API Portal.

You agree that we have no liability or obligation to you for any changes we make to CNCBI Open API Portal or to our services or for any suspensions of services or access to CNCBI Open API Portal related to such changes or resulting from any scheduled maintenance.

8. WITHDRAWAL, BLOCKING, SUSPENSION, TERMINATION OF ACCOUNT

Without prejudice of any provision on these CNCBI Terms of Use, CNCBI reserve the right to withdraw our approval of your application to your user account on CNCBI Open API Portal, or suspend/terminate your access or user account on CNCBI Open API Portal, or block your calls to any API, without prior notice, if we consider it appropriate.

Upon such exercise of rights, your rights to use CNCBI Open API Portal (including any rights to use live functionality/data on Open API Portal) under these CNCBI Terms of Use shall automatically revoke. CNCBI is not liable to you or any other party for any loss or damage whatsoever arising from or in connection with such exercise of rights.

You can delete or terminate your user account from the CNCBI Open API Portal at any time.

9. COMPLIANCE WITH LAWS AND REGULATIONS

You will comply with all applicable laws and regulations (including, without limitations, export and import laws regarding any content / data) at all times.

10. OUR DEVELOPMENT RIGHTS

You acknowledge and agree that CNCBI may independently create applications, content, and other products/services that may be similar to or competitive with your Apps and content. Nothing in these CNCBI Terms of Use will restrict or prevent us from creating

and fully exploiting such applications, content, and other items, without any obligation to you.

11. PRIVACY & CONSUMER PROTECTION

You may also be collecting user/customer data for your own purposes. If that is the case, you must: (a) not in any way misrepresent CNCBI (including our respective affiliates), (b) make it explicit to users/customers of your Apps that the collection of any personal data is neither carried out by CNCBI (including our respective affiliates) nor directly related to the businesses of CNCBI (including our respective affiliates), (c) have in place controls and safeguards, which is fair and transparent, in relation to the collection, use, holding and erasure of user/customer personal data, and make all necessary disclosures and obtain all necessary consent as required by applicable laws and regulations in relation to the obtaining, storing, processing, and transmitting of such personal data, and (d) have in place binding terms and conditions with each of your user/customer to cover the aforementioned clauses and your products/services, and to provide accessible channels to handle enquiries and complaints.

To the fullest extent permitted by applicable laws, we are not liable to you or any other party for claims arising out of any unauthorised transactions. You must ensure that you have in place product liability insurance (where appropriate especially when high-risk transactions are involved). Direct losses suffered by a user/customer of your Apps as a result of fraudulent or unauthorised transactions conducted through his/her account attributable to the services offered by you using APIs on Open API Portal are to be shared between you and CNCBI in accordance with the liability and settlement arrangement defined in your contractual terms (if any) with CNCBI, provided that the user/customer has not acted fraudulently or with gross negligence. CNCBI shall not be liable in relation to any loss suffered by a user/customer of your Apps as a result of fraudulent or unauthorised transactions conducted through his/her account attributable to the services offered by you using APIs on CNCBI Open API Portal.

12. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us that:

- Information you provide to us in connection with your user account registration or your use of CNCBI Open API Portal is true and correct and up-to-date;
- You own or have properly licensed all rights necessary to develop, distribute, and use your Apps;
- Your Apps will not infringe the intellectual property rights of any third party; and
- Your use of CNCBI Open API Portal will comply with these CNCBI Terms of Use, and all applicable laws and regulations.

13. LIMITATION OF LIABILITY

Our services, CNCBI Open API Portal, and APIs (including their functionalities and related data, information, and/or materials) are provided on an “as is” and “as available” basis only WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER CNCBI NOR ANY OF THE API PROVIDERS GUARANTEE OR WARRANT THAT THE SERVICE, OPEN API PORTAL, APIS (INCLUDING THEIR RESPECTIVE FUNCTIONALITIES AND RELATED DATA, INFORMATION, AND/OR MATERIALS) WILL BE UNINTERRUPTED, ERROR-FREE, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS, OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET YOUR REQUIREMENTS.

We are not liable to anyone in relation such data, information and/or materials, and/or for any APIs, applications, products/services, and/or content provided on CNCBI Open API Portal.

CNCBI is not liable for any loss of profit or revenue, loss of information or data, loss of contracts or any indirect, consequential, incidental, special or punitive loss or damages arising out of or in connection with these CNCBI Terms of Use, whether in contract, tort or otherwise, even if they have been informed of the possibility of such damage.

There is no liability of CNCBI in respect of claims made by you.

This provision shall continue to have effect after termination of these CNCBI Terms of Use.

14. INDEMNIFICATION

You will indemnify, defend, and hold harmless CNCBI (including their respective subsidiaries, affiliates, directors, officers, agents, employees, advertisers, vendors, suppliers, licensors, and partners) from and against any and all claims, liabilities, damages (actual and consequential), losses, fines, and expenses arising from or in any way related to:

- Your participation in CNCBI Open API Portal;
- Your Apps;
- Your breach of these CNCBI Terms of Use;
- Use of your Apps; and/or
- Data, content, and all other intellectual property you provide in connection with CNCBI Open API Portal.

This provision will survive any termination of these CNCBI Terms of Use.

You may not enter into any judgment or settlement that purports to bind us without our prior express written authorization.

This provision shall continue to have effect after termination of these CNCBI Terms of Use.

15. CONFIDENTIAL INFORMATION

Our communications to you and Open API Portal may contain confidential information belong to CNCBI (“Confidential Information”). You will treat all such information as strictly confidential.

Except as expressly provided in these CNCBI Terms of Use: (i) no license or other right in any Confidential Information is granted to you, and (ii) you may not use or disclose any Confidential Information without prior written consent of CNCBI. On termination of these CNCBI Terms of Use or on our written request at any time, you will destroy or return to CNCBI all Confidential Information in your custody or control. This provision shall continue to have effect after termination of these CNCBI Terms of Use for so long as you have in your possession any Confidential Information.

You agree that we may, without prior notice to you, furnish any regulator or other governmental authority, both foreign and domestic, with information about your App and/or your use of Open API Portal.

16. TERMINATION

These CNCBI Terms of Use may be terminated by us upon notice to you or automatically when your user account is terminated. On termination, the rights and licenses granted to you or by you will immediately terminate. The termination of these CNCBI Terms of Use for any reason shall not affect the respective rights and liabilities of each of the parties accrued prior to termination. Upon termination, all documents and information obtained from Open API Portal in your possession (including copies) must be destroyed immediately.

17. ELECTRONIC SIGNATURES—BINDING

These CNCBI Terms of Use and any related documents may be accepted in electronic form. Neither you nor CNCBI will contest the validity or enforceability of these CNCBI Terms of Use and any related documents because they were accepted or signed in electronic form.

18. AUDIT AND ACCESS

Transparency is important to us, but there may be times when we will need to monitor and or audit your compliance with these CNCBI Terms of Use. You agree to provide us prompt access, free of charge, to your Apps and/or any other information that we may

request from you from time-to-time regarding your use of CNCBI Open API Portal to verify your compliance with these CNCBI Terms of Use. If you fail to provide this access, we may terminate these CNCBI Terms of Use or suspend/terminate your user account immediately. This provision shall continue to have effect after termination of these CNCBI Terms of Use.

19. MISCELLANEOUS

Nothing in these CNCBI Terms of Use shall be deemed to constitute or to create a partnership between CNCBI and you. You must not transfer any of your rights or obligations to anyone else without our prior written consent. Any attempt to do so is void. No failure or delay by CNCBI to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right preclude any other or further exercise of it or the exercise of any other rights. The illegality, invalidity or unenforceability of any provision of these CNCBI Terms of Use shall not affect the legality, validity or enforceability of any other provisions. These CNCBI Terms of Use shall be governed by, and construed in accordance with, the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong. Your breach of these CNCBI Terms of Use may result in irreparable harm and permanent injury to us for which monetary damages would be an inadequate remedy.

In such circumstances, CNCBI will be entitled to seek and obtain, without the posting of a bond, in addition to all other remedies available, at law or in equity, immediate injunctive relief to prevent or stop any breach of those provisions. In so far as permitted by applicable laws, you agree not to bring a legal action, regardless of form, arising out of or related to these CNCBI Terms of Use or any transaction under it more than three (3) years after the cause of action arose, and after such time limit, any legal action arising out of these CNCBI Terms of Use or any transaction under it and all respective rights related to any such action shall lapse. Neither you nor we shall be liable for any delay in the performance of its obligations hereunder which is due to circumstances beyond its control (including, temporary failure of communication networks or computers, blackout). Whoever is affected by such circumstances must promptly notify the other in writing of such circumstances. These CNCBI Terms of Use shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of these CNCBI Terms of Use which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving rise to or conferring on third parties contractual or other rights (including, but not limited to, the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong)) in connection with these CNCBI Terms of Use is hereby expressly excluded. We reserve all rights not expressly granted to you. This provision shall continue to have effect after termination of these CNCBI Terms of Use.

In case of discrepancies between the English and Chinese versions of this CNCBI Terms of Use, the English version shall prevail.