

## Notice of Amendments to Terms and Conditions for Business Internet Banking Service

With effect from 29 September 2025, there will be amendments made to Terms and Conditions for Business Internet Banking Service. You are advised to read and understand the following amendments before you continue to use the relevant services on or after 1 October 2025. Revised contents are marked in bold with underline and deleted contents are marked with strikethrough lines.

The current clauses will be grouped under the new section of **General Terms and Conditions for Business Internet Banking Service** and will be amended as follows:

- 1.1 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.

"Business Internet Banking Instruction" means any enquiry, request, application, instruction or communication that is received by the Bank through, or in connection with Business Internet Banking service **or Mobile Application ("Business inMotion")**.

"Business Internet Banking Service" means any electronic or internet banking services from time to time supplied by the Bank **(includes but not limited to Business Internet Banking and Business inMotion)**, which enable me/us to give instructions to the Bank and/or obtain information from the Bank through internet at such website, **mobile application** 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.

**"Group of Companies" means any 2 or more companies or bodies corporate one of which has interests in the other or others;**

**"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.**

"Representative" means the person that I/we have authorised to have access to, and/or use, Business Internet Banking Service on my/our behalf, and shall include any authorised person appointed by me/us to act on my/our behalf in relation to Business Internet 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 Business Internet Banking Service.

"Transaction" means a transaction effected by the Bank pursuant to, or in connection with, a Business Internet Banking Instruction.

A new clause of "15. Severability" is added.

### 15. Severability

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

- the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions;** or
- the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.**

A current clause of "18. Terms and Conditions for Payroll Service" had been relocated to a separate section following the section of "General Terms and Conditions for Business Internet Banking Service" and is renamed as **Terms and Conditions for Payroll Service in Business Internet Banking**.

**Terms and Conditions for Use of Business inMotion & Terms and Conditions for Biometric Authentication Login Service in Business inMotion** are newly added following the section of Terms and Conditions for Payroll Service in Business Internet Banking.

### Terms and Conditions for Use of Business inMotion

- By installing and using Business inMotion mobile application (the "App"), I/We agree to be bound by these terms and conditions (the "Terms and Conditions"). If I/We do not agree to the Terms and Conditions, I/We 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 "I/We") 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 I/We use to access the App (the "Device"). I/We am/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 my/our internet service provider).**
- I/We 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".**
- I/We am/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.**
- I/We undertake to inform the Bank as soon as reasonably practicable if I/We 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. I/We am/are advised to obtain appropriate professional advice where necessary.**
- I/We acknowledge and agree that messages sent over the internet cannot be guaranteed to be completely secure. I/We 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 me/us 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.**
- I/We 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 my/our Device, system and application software, and peripherals, and information regarding my/our location, that is gathered periodically to facilitate the provision of software updates, product support, and any other services to me/us 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 me/us 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 I/We 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.**

(September 2025)

### Terms and Conditions for Biometric Authentication Login Service in Business inMotion

#### 1. Governing Terms

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 using the Biometric Authentication Login Service ("the Service") provided 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 the Service will be subject to these Terms and Conditions, the General Terms and Conditions, the Terms and Conditions for Business Internet Banking Service and such other terms as may be agreed between me/us and the Bank in relation thereto.

#### 2. Use of the Service

- To use the Service, I/We shall be the customer of the Bank and be a valid user of Business Internet Banking Service. I/We shall ensure to have installed Business inMotion on my/our Apple or Android mobile device ("the Application"), I/We also ensure to comply with all the terms and conditions governing the Service.**

2.2 The Service is a mobile banking application, available only for using Apple iPhone with a compatible iOS, and with Touch ID or Face ID registered; or available only for using Android device with a compatible OS, and with fingerprint authentication. Touch ID is a fingerprint recognition feature, designed and owned by Apple Inc. or Google Inc. and Face ID is a facial map recognition feature, designed and owned by Apple Inc. The Service may not work if the mobile device contains applications not authorized by Apple Inc. or Google Inc. I/We understand the need to protect the mobile device, including but not limited to not rooting or jailbreaking the mobile device. Once the mobile device is successfully registered with the Service, my/our Business Internet Banking Service can be logged in with the fingerprint, Touch ID or Face ID registered on the mobile device.

2.3 To register the Service, I/We must go through a registration process by keying in my/our Business Internet Banking Service login ID and password, followed by a verification code and an authentication with a fingerprint or facial map registered on the mobile device.

2.4 I/We acknowledge and agree that, for the purpose of the Service, the Application will access the fingerprint registered in Touch ID or the facial map registered in Face ID, and I/We hereby consent to the Bank accessing and using such information for the provision of the Service. I/We understand that if there are any other people's fingerprints or facial map registered as part of the Touch ID or Face ID of my/our mobile device, they will be able to login my/our Business Internet Banking Service as well. The Service is provided for my/our sole and exclusive use. I/We understand and acknowledge that I/We should not permit any other person to use the Service.

2.5 If I/We lose my/our mobile device with this activated Service, I/We should change the login password to deactivate the Service or contact the Bank to suspend my/our Business Internet Banking Service immediately.

### 3. Fees

3.1 The Bank has the right to impose charges or to revise at any time such charges for the use or termination of the Service on giving me/us not less than thirty (30) days notice. Such charges or revisions shall take effect from the date stated in the notice. I/We understand and acknowledge that whenever I/We continue to use the Service after such notification, I/We shall be deemed to have agreed to and accepted such charges or revisions to such charges.

3.2 The Bank may collect fees from me/us in such manner and at such intervals as the Bank may specify.

### 4. Confirmation

4.1 I/We confirm that by registering to use the Service that all information provided to the Bank at that time is true, complete and up-to-date. I/We should also ensure that all information provided to the Bank from time to time remains true, complete and up-to-date and notify the Bank of any change in the information as soon as reasonably practicable.

4.2 I/We confirm that not do or attempt to do the following (or any of them):

- i. decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with the Service (or any part of the Service); and

- ii. gain access to the Service (or any part of the Service) in any manner other than specified by the Bank.

### 5. Liability and Indemnity

5.1 The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the Service or in relation to the processing of or any other matter relating to any Service request ("Request"). Without prejudice of the foregoing, I/We understand and acknowledge the acceptance by the Bank of my/our submission of a Request does not amount to a presentation or warranty by the Bank:

- i. the Service will meet my/our requirements;
- ii. the Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
- iii. the use of the Service or the Bank's processing of any Request will be uninterrupted timely, secure or free of any virus or error.

5.2 The Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

- i. the provision by the Bank of the use of the Service or the Application;
- ii. the processing of any Request;
- iii. any unauthorised access and/or use of the mobile device;
- iv. the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data: (a) relating to me/us; (b) transmitted through the use of the Service or the Application; and/or (c) obtained through the use of the Service or the Application;
- v. any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or the suspension, termination or discontinuance of the Service.

5.3 The Bank shall not be liable and I/We agree to indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on any indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the Service, whether or not arising from or in connection with and including but not limited to the following:

- i. any improper or unauthorized use of the Service or the Application by me/us;
- ii. any act or omission by any relevant mobile or internet service provider;
- iii. any delay or failure in any transmission, dispatch or communication facilities;
- iv. any access (or inability or delay in accessing) and/or use of the Service or the Application; or
- v. any breach of warranty under or provision of these Terms and Conditions.

5.4 The Bank shall be entitled to exercise any of its rights and remedies under these Terms and Conditions for Business Internet Banking Service (including the right to withdraw, restrict, suspend, vary or modify the Business Internet Banking Service (whether in whole or in part)).

### 6. Termination

6.1 The Bank may suspend or terminate all or any of the Services at any time without giving any notice or reason.

6.2 I/We can terminate the use of the Service at any time via the means provided by the Bank.

6.3 I/We understand, even after suspension or termination of the Service, that I/We remain responsible from performing and discharging the obligations and liabilities created or accrued before suspension or termination. Clauses 3, 4 and 5 of these Terms and Conditions shall continue to apply even after suspension or termination of the Service by me/us or by the Bank.

### 7. Variation

7.1 The Bank shall have the right to vary these Terms and Conditions from time to time. I/We understand that I/We can obtain such notice from the Internet and/or other manner as the Bank thinks appropriate. I/We understand that I/We will be bound by the variation if I/We do not receive notice from the Service with effect before the date on which that variation takes effect.

### 8. Law and Jurisdiction

8.1 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.

### 9. Governing Version

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

(September 2025)

Please note that the above amendments to "Terms and Conditions for Business Internet Banking Service" shall be binding on you if you continue to use or retain the relevant account(s) and/or services on or after the Effective Date. Please also note that we may not be able to continue providing the relevant services to you if you do not accept the above amendments and you have the right to terminate the services according to the relevant provisions under the services before the amendments come into effect. For enquiries or if you would like to request for a copy of "Terms and Conditions for Business Internet Banking Service", please contact our branch staff or visit our website. Should you have any enquiries, please feel free to contact our branch staff or call Customer Service Hotline at 2288 6768. If there is any discrepancy between the English and Chinese version of this notice, the English version shall prevail.

China CITIC Bank International Limited

August 2025