

Online Banking Services Terms and Conditions

Important Declaration / Disclaimer in relation to Industrial and Commercial Bank of China (Macau) Limited (“ICBC Macau” or “the Bank”)’s E-Banking Service

1. Information, service and products as provided under the Bank’s E-Banking Service may not be made accessible in all geographic locations. Other party may browse the Bank’s website if he/she is allowed under the relevant laws but he/she should understand and comply with any relevant limitations. He/she should also check against the relevant laws to see if he/she is allowed to browse the Bank’s website and/or make use of its E-Banking Service.
2. Information on the Bank’s website is in general provided for reference and shown in its original version. The Bank does not give any warranty for the information while the Bank may at any time amend the information on its website without prior notice.
3. Information provided on the website should not be treated as any offer or advice from the Bank to other party who browses the information.
4. Whereas the laws allows, the Bank shall not warrant that the information on its website is free of error, omission or inaccuracy; or if other party can use the website, and shall not liable to other party for his/her loss or expense incurred due to any interruption, defect, or delay in the website’s operation or data transmission, or system failure.
5. Once other party browses and uses the Bank’s Home Page, it means that he/she agrees to the declaration or policy issued from time to time by the Bank on the website. Upon the Customer’s use of ICBC Macau’s E-Banking Service, it represents that the Customer agrees to the below Terms and Conditions which are deemed to be binding on him/her.

1. Interpretation and Application

1.1 Unless the context otherwise stipulates, the following terms shall mean:

“The Bank” - means Industrial and Commercial Bank of China (Macau) Limited and any of its branches.

“Customer” - means any party, including individual, joint account holders, statutory body, private company or partnership, company, association or organization that have opened account with the Bank, registered for E-Banking Service and accepted by the Bank (including the Customer who has agreed and signed the E-Banking Service Agreement with the Bank) including individual account holder, any joint account holder, a corporate or company account’s authorized person, agent and legal successor.

“E-Banking Service” – means the E-Banking Service provided by the Bank to the Customer through which, the Customer can process transactions or request banking service after inputting Login ID and Password.

“Account” - means the Account nominated from time to time by the Customer and accepted by the Bank for providing E-Banking Service. However the Bank reserves the right to define and change the type of account and scope of the E-Banking Service.

“Basic Bank Account” – means the MOP/HKD savings account or MOP/HKD current account that is opened in the Customer’s name and is nominated by the Customer at the time of applying for the E-Banking Service.

“Login ID” – means the login identification code provided by the Bank to the Customer or the identification code selected by the Customer and accepted by the Bank for verifying the Customer’s identity in using the E-Banking Service.

“Password” – means a set of personal identification number selected by the Customer and accepted by the Bank for his/her using the E-Banking Service (no matter whether the number is unique or not).

“Terms and Conditions” – means the Terms and Conditions of the Agreement, and its subsequent amendments stipulated by the Bank from time to time.

“Instruction” – means a command given by the Customer from time to time by logging in or accepting with Password under the E-Banking Service.

“Transaction” – means a transaction which the Bank has completed from time to time or at its absolute discretion, based on an instruction given under E-Banking Service.

“Agreement” - means the signing arrangement as stated in the relevant service agreement of the bank and any subsequent amendment given in form of written notice and accepted by the Bank.

“Business Days” – means the days during which banks in Macau SAR are open for business.

1.2 Unless otherwise stated in this context, the Terms and Conditions denoting the plural shall include the singular and vice versa. Words implicating a gender include another gender; the word “person” includes individual, company, statutory body, association, sole proprietorship, partnership, associations or organization (no matter whether it is legal entity or not).

1.3 All headings inserted in the Terms and Conditions are for the reference only and shall not affect the interpretation of the provisions of these Terms and Conditions.

2. Terms and Conditions relating to accounts and service

2.1 As the Bank permits the Customer to use the E-Banking Service, the Customer shall agree to follow strictly these Terms and Conditions of the Bank or any other instructions given to the Customer by the Bank from time to time.

2.2 The Bank reserves the right to edit, change and/or supplement the context of these Terms and Conditions at any time. Any such editing, change, and/or supplement includes but not limited to the adding, revising or deleting the scope of E-Banking Service. The Bank should inform the Customer the updated Terms and Conditions by mailing notice to the Customer’s latest correspondence address known to the Bank, or by displaying at the bank hall, or through other appropriate means. Those amendments shall immediately be effective on the Bank’s announcement date and so shall be binding on the Customer.

2.3 Customer shall agree and follow these Terms and Conditions strictly. If there is any legal cost caused to the Bank due to any non-compliance of these Terms and Conditions by Customer, the Customer shall be liable for all cost.

- 2.4 The Bank may, at any time at its absolute discretion and without giving any notice and reason, refuse and revoke any Transaction under On-line Banking Service, terminate or restrict the Customer to access the Account. The Customer shall have no right of claim whatsoever against the Bank.
- 2.5 The Bank may at any time at its absolute discretion, accept instructions from the Customer to act as the Customer's agent to proceed other transactions with a third party. The Bank shall however not take any legal or other responsibility for any kind of performance of the third party (including but not limited to any failure or delay of such third party in executing the Bank's instruction which is given on behalf of the Customer). The Customer shall then accept and confirm the Transaction proceeded by the Bank with the third party, is governed by applicable Terms and Conditions. Also when the Bank proceed Transaction with the third party on behalf of the Customer, the Customer should have agreed to authorize the Bank to disclose any information of the Customer that is related to the Transaction to such third party.
- 2.6 If under any circumstance that any of these Terms and Conditions turns to be illegal, invalid, or unenforceable, such change shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions.
- 2.7 Limitations of Responsibility of the Bank
- 2.7.1 Unless due to its gross negligence or willful misconduct, the Bank shall not be responsible for the following:
- (a) Delay or interruption caused to the Customer in applying and accessing the Account or Service;
 - (b) Any loss, error, delay, wrong instruction, fraud, unauthorized modification or interception during data transmission via the Internet or other medium, or unauthorized use of Service, Account or information;
 - (c) Any failure or error occurs during execution of the Customer's Instruction;
 - (d) Any software, hardware or system error that occurs including malfunction, interception, suspension, deficiency or disorder;
 - (e) Any invasive elements that may damage the computer software or hardware (including any kind of computer virus); or
 - (f) Any loss or damage to the Customer due to the termination of Account or any Service provided to the Customer.

- 2.7.2 The Bank shall not be liable for any loss incurred due to disturbances of third party, government, market or other uncontrollable factors. Regarding its acts and omissions, the Bank shall only be responsible for gross negligent or fraud. The Bank does not have to report to the Customer for any suspension of operation.
- 2.7.3 All information provided by the Bank is for reference only. Unless otherwise stated, such information should not be treated as an offer. The Customer shall confirm that the Bank does not provide statement, warranty or guarantee for any information or investment result. Unless otherwise stated in this context, the pricing, rate and other quotation is for reference only, and the Bank does not have to notify the Customer about any change made prior to accepting the Customer's offer. Unless otherwise stated, the price payable by the Customer does not include applicable tax and charges, transaction fees and other reasonable charges and costs (for which the customer will have to make additional payment).
- 2.7.4 Clauses 2 and Clause 11 shall operate to the extent as permitted by applicable laws. For example if the law for Control of Exemption Clauses applies, Clauses 2 and 11 shall apply only in so far as they satisfy the standard of reasonableness within the meaning of that Ordinance.

3. Login ID and Password

- 3.1 The Customer shall acknowledge that the Login ID and Password are confidential. The Customer shall be responsible to adopt all necessary preventive measures to keep their Login ID and Password confidential. The Customer shall be responsible for all the loss incurred or indemnity when there is any violation or negligence, no matter whether it is with the Customer's intention or not.
- 3.2 The Customer can request to change their Login ID and/or Password at any time. The Login ID and/or Password here indicate the Login ID provided by the Bank at the time of change and/or the Password chosen by the Customer, or the revised Login ID and/or Password provided by the Bank after its approval.
- 3.3 If the Login ID and/or Password is disclosed, lost, or stolen, or is found to have any actual or suspected unauthorized Transaction, the Customer, under possible and reasonable situation, shall immediately report it to the Bank via the designated contact number or by other possible means, and follow up the original written report for confirmation of the incident to the Bank. All transactions that are executed through electronic entry or verbal confirmation of the Password under the E-Banking Service before receipt of the written report by the Bank, will be treated as authorized by the Customer.

- 3.4 The Customer shall acknowledge and so hereby agree to bear the responsibility for the risk that his/her chosen Login ID and Password as provided by the Bank could possibly be used by unauthorized person or used for unauthorized purposes.
- 3.5 Any provision by the Bank or selection of another Login ID and/or Password to the Customer shall be treated as under the same Agreement and so the responsibilities of the Customer shall remain unchanged.
- 3.6 Password
- 3.6.1 Password refers to one or more means accepted by the Bank to authenticate the Customer and to gain access to the Account or Service through one or more channels or means advised by the Bank, and may include identity proof or number, letter, code, digital signature, ATM or other card, token, chop, and seal etc. Different passwords may be used by different Customers or used in different channels.
- 3.6.2 Notwithstanding the different requirements in the Customer's mandate or other arrangements, the Customer is bound by any Instruction given with the use of his/her Password. Change in his/her authorized signatories or signing instruction will not affect the Password's operation. The set of Password for one channel may be adopted to other service or channels (if the Bank provides such choice to the Customer), and any such application shall be binding on the Customer.
- 3.6.3 The Customer shall use all reasonable care to ensure the security of the Password. If the Customer intentionally discloses the Password, he/she shall be responsible for the risk involved. If the situation allows, the Customer should immediately change the initial Password given by the Bank.
- 3.6.4 If the Customer finds out that his/her Password has been disclosed, lost or stolen, or has experienced any unauthorized Transaction, the Customer shall within reasonable and practical situation, promptly report to the Bank via the designated contact number or by other possible media, and follow up the original of a written report of the incident to the Bank. The Customer shall not be responsible for any action taken after Bank receives the written report and considers the report's content is genuine.
- 3.6.5 If the Customer acts with fraud or gross negligence, or allows any third party to get access to the Password, or fails to comply with his/her obligations under Clauses 3.6.3 and 3.6.4, he/she shall be liable for all loss and cost incurred. Nevertheless, the Customer shall not be responsible for the loss caused by unauthorized Transaction.

This Clause is however not applicable when: (a) unauthorized Instruction was given via electronic means, (b) the Customer is a private individual (excluding sole proprietor, partnership, club and association), or (c) unauthorized Transaction via using any card which may be used for goods and service payment or cash withdrawal from ATM.

4. Customer Acknowledgement and Agreement

4.1 The Customer shall understand and acknowledge that the E-Banking Service is an additional service for Transaction agreed between the Bank and the Customer rather than as other recognized transaction method. If the E-Banking Service cannot be accessed for any reason, the Customer should complete the Transaction by other means.

4.2 The Customer shall understand that before submitting a Transaction, he must confirm, within the time period allowed by the Bank, that all information and Instruction is correct. Transaction cannot be cancelled once the Instruction has been submitted to the Bank. However the Bank does not guarantee that it will follow a particular Instruction until the Bank executes the Instruction. The Customer shall acknowledge that the Bank reserves the right to operate based on its operation guideline. Only when the Bank considers that a particular Instruction complies with its operating standard and practical viability, that the Bank will accept the Instruction. The Bank reserves the rights to amend, accept or refuse to implement the Instruction.

4.3 The Customer shall be aware that there is possible error, delay, incomplete message during the transmission of Instruction and the final Instruction is therefore based on what the Bank has received. The Bank will keep record of the Instruction and such record shall be for all purposes irrevocable evidence at court.

4.4 The Customer shall be aware that when the Transaction is received by the Bank after regular E-Banking Service hours or during non-Service hours, the Instruction will be executed on the same day, the next day or the next working day at the Bank's discretion. The Customer shall acknowledge that the Bank reserves the right to decide when to execute the Instruction.

4.5 The Bank can confirm different Transactions through written confirmation from time to time. If the Customer receives such confirmation, he/she must check carefully. If there is any error, the Customer must report to the Bank immediately. If the Customer does not object to any of the confirmation within the given time, the

confirmation shall thereto be binding on the Customer and treated as irrevocable.

- i. The Bank will not accept the Instruction if there is insufficient fund or no pre-arranged credit or insufficient money in the Bank Account nominated by the Customer for the intended Transaction. The Bank shall not howsoever be liable for any consequence arising out of the failure of the Bank to execute any Instruction due to insufficient fund or no pre-arranged credit or inadequate money.
- ii. Notwithstanding that there is insufficient fund or no pre-arranged credit or inadequate money in the Bank Account nominated by the Customer, and irrespective of any term and accommodation of the specific Transaction intended to be transacted has provided to the contrary, the Bank may at its absolute discretion, accept and execute Instruction without prior notice to or approval of the Customer.

The Customer shall be liable for the resulted debit balance or overdraft, advance or credit (or any increase in the same) and all standard charges of the Bank relating thereto. Such debt shall be repayable to the Bank on demand together with interest thereon, from the date of execution of the relevant Instruction to the date of actual repayment (whether before or after judgment), both days inclusive, at a rate applicable to unauthorized overdraft which shall be determined by the Bank.

- 4.8 Whilst any debt exists pursuant to Clause 4.7 of these Terms and Conditions, without giving notice to the Customer, the Bank shall be entitled (but not obliged) to enter into such other Transaction at such time and for such pricing as it deems necessary (but without any duty to obtain the best price) to set-off or counter the Transaction effected pursuant to the Instruction. Any loss, damage, liability or expense suffered or incurred by the Bank as a result thereof shall be the Customer's liability and debited to any account of the Customer as the Bank shall select but any gain shall belong absolutely to and be retained by the Bank for its own use and benefit. The Bank's certificate in writing as to the amount of such loss, damage, liability or expense shall be binding and conclusive against the Customer.
- 4.9 All the computerized and electronic records regarding the Transactions via E-Banking Service including applicable currencies (except any error made by the Bank) shall thereto be binding on the Customer and be irrevocable.

5. Liabilities of the Bank

5.1 The Bank and its third party supplier shall not guarantee that the E-Banking Service used by the Customer would be free of virus and invasion of other destructive program which may cause damage to the computer hardware or software of the Customer.

5.2 The Bank shall ensure that these Terms and Conditions are applicable to any relevant law and to be executed based on the rules and laws established by the Macau S.A.R. Government and the Monetary Authority of Macao. Appropriate actions such as installing security programs and monitoring the system at regular intervals shall be taken to ensure the normal operation of the E-Banking Service.

5.3 The Bank shall not be liable for any loss suffered by the Customer or any third party for the consequences arising out of or in connection with:

5.3.1 Any delay, breaking down and deficiency of the Bank's computer system, equipment or related telecommunication network that cause malfunctioning of the E-Banking Service, delay or error of the execution of the Instruction, inability to access in whole or part to the Service or loss and cost whatsoever incurred or suffered by the Customer as a result thereof;

5.3.2 Any delay, interruption or breaking down howsoever caused by any third party (including but not limited to the third party who is cooperating with the Bank);

5.3.3 The Bank shall ensure that the information provided at the E-Banking Service is correct and updated but the Customer shall agree that such information is for reference only and the Bank shall not be liable for any legal or other liability for the accuracy of the information provided.

5.3.4 The Bank reserves absolute discretion to rescind its legal liability or to claim the Customer regarding direct or relevant cause of any of the following lawsuit, claim, cost and loss:

(a) if it is non-Customer or non-authorized person who gives Instruction to Bank but using the Login ID and Password under the On-line Banking Service while the Bank has act according to the authorization and internal guideline and complete the Instructions, amongst which including acquiring the Customer's information or that of other party.

(b) if it is behavior that the Bank cannot control or not linked to the Bank's negligence

but due to the malfunctioning of the Bank's system, computer hardware and software facilities that resulted in error or delay of executing the Instruction of the Customer under the On-line Banking Service.

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- (c) if the Bank acts according to the confirmed information provided and registered by the Customer to the Bank from time to time (including but not limited to that submitted only through the On-line Banking Service) and the Instruction is finally given through the On-line Banking Service.

6. Liabilities of the Customer

6.1 The Customer agrees to act in accordance with these Terms and Conditions for E-Banking Service and any other instructions issued by the Bank from time to time.

6.2 The Customer shall be liable for all the results of any transaction caused by his/her fraudulent behavior or gross negligence at any time.

6.3 The Customer shall be liable for the impact if he neglects to follow any protective action to secure their Login ID and/or Password.

6.4 Unless otherwise stated in these Terms and Conditions, the Customer shall not intentionally expose, share, forward, download, copy or by other means or methods provide the third party with any information from the E-Banking Service or use the information from the E-Banking Service for illegal purposes.

7. Disclosure of information

7.1 The Customer shall understand and authorize the Bank that it can disclose and pass their information relevant to the E-Banking Service such as personal information, Bank Account or related Transaction of the Customer etc. to its staff and employees, information and service providers, affiliated companies or agents, relevant telecommunication companies or any other third parties (inside or outside the Macau S.A.R.).

8. Expense and Charge

8.1 The bank may at its absolute discretion charges the Customer for the E-Banking Service and such charge shall be effective subject to the Bank's prior notice of 30 days for any change on the fee and charges under the control of the Bank. Nevertheless if

the reason for such change of the charges is out of the Bank's control, the Bank will provide according to the prevailing situation, a reasonable notice to the Customer.

8.2 The Customer shall bear any fee, charge and expense which may be imposed by the telecommunication company and/or Internet service provider providing or servicing their telecommunication equipment, Internet access equipment / device in connection with the E-Banking Service, including but not limited to IDD or roaming service fee (if any).

8.3 The Customer shall agree to pay any and all fees as advised by the Bank from time to time in connection with the provision or use of the E-Banking Service and the Customer hereby authorizes the Bank to debit the Bank Account of the Customer with the amount of such fees. The fee applicable shall be payable in advance and is non-refundable.

9. Suspension and Service Termination

9.1 The bank reserves absolute discretion to decide the granting of access to the E-Banking Service. The Bank may suspend or terminate the E-Banking Service in whole or in part or any part thereof at any time it deems fit and without prior notice to the Customer for any reason (including but not limited to any error, maintenance, editing, expansion and/or upgrade of system by the telecommunication company and Internet service provider). The Bank shall not take any legal or other responsibility for any of such suspension or termination.

9.2 Upon the closure of the Customer's related account, access to that related account via the E-Banking Service will be terminated immediately.

9.3 Subject to the aforesaid provisions, the Customer may terminate the use of the E-Banking Service at any time upon notification being duly made to the Bank. The termination of such service will not terminate any Bank Account that the Customer has opened with the Bank or affect any accrued rights and liabilities on the part of the Customer.

10. Service Conditions

10.1 The Bank will from time to time specify the scope and type of service of the E-Banking Service. The Bank reserves the right to modify, expand or reduce the scope and range of such service from time to time.

10.2 For the efficiency of the E-Banking Service operation, the Bank reserves the right to impose any appropriate restrictions. Without prejudice to these conditions, the Bank may notify the Customer for any minimum or maximum amount for each wealth management instruction and delegation.

10.3 The Customer may obtain access to the E-Banking Service at any time. The Customer may also open current and saving accounts via the E-Banking Service system while the correspondence address of the new account shall adopt that of the existing E-Banking Service linked Bank Account.

10.4 For any Transaction in any business day, the Bank shall have absolute discretion to place the Transaction to the next business day. The Bank also reserves the right to change the cut-off time without any prior notice to the Customer.

11. Forward Date Instruction

Forward Date Instruction is part of the E-Banking Service. Such service facilitates the Customer to place an advance Instruction to the Bank to execute relevant Transaction including but not limited to transfer of fund and bill payment.

11.1 The Customer shall understand and agree that the Bank shall act on an Instruction on the execution date specified but shall not be liable to any loss, damage or cost caused to the Customer if there is any delay or failure of the Instruction execution due to unclear, incompleteness or overdue submission of the Instruction from the Customer.

11.2 If the execution date falls on a bank holiday, the Bank will execute the Instruction on the next business day after the bank holiday.

11.3 The Customer shall ensure that there is sufficient fund to execute the Instruction during the business hours of the execution date. In the event of insufficient fund, the Bank is not obliged to execute the Instruction, and a charge may be levied on each Instruction that is not yet executed.

11.4 The Bank shall not be obliged to accept variation or cancellation of the Instruction after the execution date specified or in the event that the Bank at its absolute discretion has insufficient time or unable to act due to circumstances beyond its control.

12. Law

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Macau SAR.

12.2 The Customer authorizes the Bank to disclose and transfer information on Accounts and/or Transactions of the Customer to related party or institution, in relation to which the Bank may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which the Bank executes such Transactions or any stock exchange, government or regulatory authority in such jurisdiction.

12.3 Each of the Clauses and provisions of the Agreement and/or the relevant Terms and Conditions is severable and distinct from the others and if at any time one or more of such Clauses or provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12.4 No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

(In the event of any discrepancy in respect of meanings between the Chinese version and the English version of this Terms and Conditions, the Chinese version shall prevail.)