

## ICBC (Asia) USB-Shield Terms and Conditions

### 工銀亞洲 U 盾條款及細則

To: Industrial and Commercial Bank of China (Asia) Limited

致: 中國工商銀行(亞洲)有限公司

#### 1. The CPS 電子核證作業準則

The Applicant hereby confirms that it has read and understood this Terms and Conditions and has full notice of the obligations and liabilities imposed upon itself, the other subscribers and relying parties as set out in the Certification Practice Statement in support of the Digi-Sign "General Purpose" CA Hierarchy and the Digi-Sign Client Certificate Policy (the two aforesaid documents are hereinafter collectively referred to as the "CPS"). The CPS is available for inspection on the Digi-Sign website: <<http://www.dg-sign.com>> and the offices of Digi-Sign and the Bank respectively.

The Applicant agrees to be bound by these Terms and Conditions and the provisions of the CPS.

申請人特此確認已閱讀及明白本條款及細則,並完全知悉為執行核證作業準則(支援電證服務作為一般用途核證機關)及工銀亞洲 U 盾政策(上述兩份檔以下合稱為「電子核證作業準則」)中所列有關申請人、其他登記者及倚據方的義務及責任。電子核證作業準則可在電證服務網頁:<http://www.dg-sign.com> 瀏覽及分別在電證服務及銀行的辦事處索閱。申請人同意受本條款及細則以及電子核證作業準則之約束。

The Applicant acknowledges and agrees that the certification services provided by Digi-Sign are governed by these Terms and Conditions and the CPS. These Terms and Conditions incorporate the CPS. The CPS forms part of and shall for all purposes be deemed to be part of these Terms and Conditions. The Applicant agrees and undertakes to read the CPS regularly and take note of any amendments there to made by Digi-Sign from time to time.

登記申請人承認並同意電證服務提供的電子核證服務受本條款及細則以及電子核證作業準則管限。本條款及細則包含電子核證作業準則,而電子核證作業準則構成本條款及細則一部分並且就所有目的而言須視作本條款及細則的一部分。申請人同意並承諾定期閱讀電子核證作業準則,同時留意電證服務不時作出的修訂。

Unless the context requires otherwise, terms used in these Terms and Conditions have the same meanings as in the CPS.

除非文意另有所指,本條款及細則中的用詞具有電子核證作業準則所界定或使用的相同涵義。

#### 2. ICBC (Asia) USB-Shield Terms and Conditions 工銀亞洲 U 盾條款及細則

##### 2.1 Application 適用性

2.1.1 These Terms and Conditions, together with the current "Master Terms and Conditions – Banking Services" of Industrial and Commercial Bank of China (Asia) Limited ("us" or "our Bank"), apply to the security device, ICBC (Asia) USB-Shield and all transactions with you (the "customer") in relation to the use of the ICBC (Asia) USB-Shield.

本條款及條件連同中國工商銀行(亞洲)有限公司(「我們」或「本行」)現有的「綜合條款及細則 – 銀行服務」適用於保安裝置工銀亞洲 U 盾服務及就服務與你(「客戶」)透過工銀亞洲 U 盾進行的所有交易。

2.1.2 So far as the provision of ICBC (Asia) USB-Shield as two-factor authentication service is concerned, where there is any discrepancy between these Terms and Conditions and other applicable terms and conditions of our Bank, these Terms and Conditions shall prevail. 就提供工銀亞洲 U 盾作為雙重身份認證服務而言,如本條款及條件與本行其他適用的條款及條件有任何歧異,概以本條款及條件為準。

##### 2.2 ICBC (Asia) USB-Shield 工銀亞洲 U 盾

2.2.1 ICBC (Asia) USB-Shield, a patented customer certificate USB-key introduced by Digi-Sign Certification Services Limited ("Digi-Sign"), is an cryptographic security device which provides for authentication of a user and access to our Bank's account or services through internet banking service or such other channel(s) as from time to time permitted by ICBC (Asia).

電子核證服務有限公司(「電證服務」)的電子證書(「工銀亞洲 U 盾」)為一種備有密碼編寫保安裝置的專利客戶證書,提供使用者身份認證服務,並可透過網上銀行服務進入本行賬戶或不時許可的其他渠道使用銀行服務。

2.2.2 Customer certificate refers to digital files storing customer's identification information and attaching digital signature to access of our Bank's account or services. Storage medium of customer certificate is ICBC (Asia) USB-Shield that provides safe sign and digital authentication for internet banking service.

客戶證書指儲存客戶身份資料及附有數字簽名的數字檔案,以進入本行賬戶或使用服務。客戶證書的儲存媒體為工銀亞洲 U 盾,可提供網上銀行服務的數字簽名及數字認證。

##### 2.3 Agreement and representation 協議及聲明

2.3.1 Before the use of the ICBC (Asia) USB-Shield via our electronic service, you will be required to pre-register with our Bank and agree to comply with the terms and conditions applicable to the use of ICBC (Asia) USB-Shield and any other restriction(s) imposed from time to time by our Bank. We may refuse to accept your application of registration to the use of ICBC (Asia) USB-Shield via our electronic services without giving reasons.

透過本行的電子服務使用工銀亞洲 U 盾前,你須於本行預先登記及同意遵守使用工銀亞洲 U 盾的適用條款及細則;以及本行不時實施的任何其他限制。本行可拒絕接納閣下登記申請透過本行的電子服務使用工銀亞洲 U 盾,而毋需提供任何理由。

2.3.2 All information you provided for registration to access our Bank's account and services with your nominated ICBC (Asia) USB-Shield via our electronic service must be true and correct in material aspect. You should promptly notify our Bank of any change to any information you provided and any notice given to change or cancel your use of the ICBC (Asia) USB-Shield with ICBC (Asia). You are required to complete the application form and confirm you are the registered owner of such ICBC (Asia) USB-Shield as stated in your application form.

你提供用作透過本行的電子服務登記進入本行賬戶及服務的提名工銀亞洲 U 盾及所有資料於重大方面必須真實無誤。如你所提供的資料有任何變動,須立即通知本行,如更改或取消使用工銀亞洲 U 盾,須通知本行。你須填妥申請表格及確認為申請表格內所註明的工銀亞洲 U 盾登記擁有人。

2.3.3 You represent and warrant that you have read and understood the applicable risk disclosure statements and terms and conditions imposed by Digi-Sign Certification Services Limited and our Bank governing the use of USB-Shield and will subject to the requirement and restriction, if any, which may have variations between our Bank and Digi-Sign Certification Services Limited and amended from time to time without prior notice.

你須聲明及保證,你已細閱及明白適用的風險披露聲明以及電子核證服務有限公司及本行就監管工銀亞洲 U 盾的使用所實施的條款及細則,並會遵守有關規定及限制(如有)。電子核證服務有限公司及本行的規定及限制可能有所不同,且可不時修訂而毋需作出事先通知。

2.3.4 We may disclose your information to Digi-Sign Certification Services Limited and pass all instructions and enquiries by ICBC (Asia) USB-Shield to Digi-Sign Certification Services Limited for its action at its discretion.

我們可向電子核證服務有限公司披露你的資料,並將有關工銀亞洲 U 盾的一切指示及查詢轉至電子核證服務有限公司,待其酌情處理。

2.3.5 You confirm that you are the registered owner of your nominated ICBC (Asia) USB-Shield as stated in your application form and agree to be bound for all transactions with the use of such ICBC (Asia) USB-Shield. In the event that you are not the registered owner of the nominated ICBC (Asia) USB-Shield, you are liable and shall indemnify our bank against any reasonable losses or liabilities arising out of or in connection with any claim against us that the provision of services under ICBC (Asia) USB-Shield infringes any person's rights or violates any law or regulations.

你須確認為申請表格內所註明的提名工銀亞洲 U 盾的登記擁有人,且同意就使用工銀亞洲 U 盾進行的所有交易受到約束。倘你並非提名工銀亞洲 U 盾的登記擁有人,你須承擔責任及向本行就我們提供工銀亞洲 U 盾服務而侵犯任何個人權利或違反任何法律或規例被索償所產生或與此有關的任何合理損失或債務作出彌償。

2.3.6 You represent and warrant that you are in full compliance with terms and conditions and application procedure applicable to ICBC (Asia) USB-Shield imposed by our Bank.

你須聲明及保證會全面遵守條款及細則以及本行所實施適用於工銀亞洲 U 盾的申請程序。

2.3.7 By agreeing to the use of ICBC (Asia) USB-Shield via our electronic service, you agree any instruction given and/or completed with the use of the ICBC (Asia) USB-Shield is binding on you. This is so notwithstanding different requirements in your mandate or other arrangements. Change in your authorized signatories or signing arrangement will not affect operation by your ICBC (Asia) USB-Shield.

當你同意透過本行的電子服務使用工銀亞洲 U 盾，即同意使用工銀亞洲 U 盾作出及／或完成的任何指示均對你具約束力，即使你的授權書或其他安排有不同的規定亦然。更改授權簽字人或簽署安排將不會影響你以工銀亞洲 U 盾進行的運作。

2.3.8 You should use all reasonable measures to keep your ICBC (Asia) USB-Shield secret and secure. You will notify us as soon as reasonable practicable at the telephone number or by another method notified by us if you find or believe that your ICBC (Asia) USB-Shield has been compromised, lost or stolen or that any unauthorized transactions have occurred.

你須採用一切合理措施，穩妥保密你的工銀亞洲 U 盾。假如你發覺或相信你的工銀亞洲 U 盾遭洩露、遺失或盜用，或曾發生任何未經授權交易，你須在合理切實可行範圍內盡快致電本行所告知的電話號碼或以其他方式通知我們。

2.3.9 You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed a third party to use your ICBC (Asia) USB-Shield, or failed to comply with your obligations under Clauses 3.6 and 3.8.

假如你以欺詐手法行事、嚴重疏忽、容許第三方使用你的工銀亞洲 U 盾，或未能遵守第 3.6 及 3.8 條項下的責任，你有責任承擔所有損失。

2.3.10 You acknowledge and agree that the use of ICBC (Asia) USB-Shield via our electronic services will serve as two-factor authentication, in addition to but not as substitution of Password (as defined in the Master Terms and Conditions, Banking Services issued by our Bank), when conducting high risk internet banking transactions.

你已知悉及同意，當進行高風險網上銀行交易時，透過本行的電子服務使用工銀亞洲 U 盾將成為雙重身份認證服務，此將附加於而非取代密碼（定義見本行所發出的綜合條款及細則 — 銀行服務）。

2.3.11 All instructions effected by the use of ICBC (ASIA) USB-Shield through our electronic services will only be executed if accepted by our Bank at their respective absolute discretion. In the event that our Bank refuses to accept the instruction effected by ICBC (Asia) USB-Shield as two-factor authentication due to computer and/or communication problem with Digi-Sign Certification Services Limited or whatever cause, you can not claim against our Bank for any delay or any partial completion of or failure to any act on your instruction. Through the use of our electronic services, all instructions will be executed by the Bank on its own full discretion after the instruction is received. If the Bank is unable to execute the instruction due to computer and/or communication problem with Digi-Sign Certification Services Limited or other reasons, you shall not be liable for any delay or any partial completion of or failure to any act on your instruction. You shall not be liable for any delay or any partial completion of or failure to any act on your instruction if the instruction is not received by the Bank.

透過本行的電子服務使用工銀亞洲 U 盾所作出的所有指示將僅於本行各自全權酌情接納後方始執行。假如本行基於電腦及／或與電子核證服務有限公司之通訊問題或其他原因拒絕接納以工銀亞洲 U 盾進行作為雙重身份認證服務的指示，你概不得就任何延誤或完成任何部分或因無法按你指示行事而向本行索償。

2.3.12 Subject to any applicable laws and regulations, unless caused by our negligence or wilful default, we shall not be liable for any loss, damage or expense suffered by you by virtue of any delay in acting on any instruction or any partial completion of or failure or inability to act on any of your instruction effected by ICBC (Asia) USB-Shield for whatever reason (including, without limitation, any failure or error of any computer or electronic system or equipment).

在任何適用的法律及規例的規限下，本行毋須就基於任何原因（包括但不限於任何電腦或電子系統或設備的任何故障或錯誤）引致任何延遲、按照任何指示行事或導致部份完成或未能或無法按照你以工銀亞洲 U 盾作出的任何指示行事而使你蒙受的任何損失、損害賠償或開支負責，惟因本行疏忽或故意失責所造成者則作別論。

2.3.13 You should ensure that all instructions effected by ICBC (Asia) USB-Shield are correct, complete and in compliance with the requirements from time to time for use of the ICBC (Asia) USB-Shield via our electronic services and all applicable law and regulations. You will only use the ICBC (Asia) USB-Shield for proper purposes.

你須確保以工銀亞洲 U 盾作出的所有指示均屬正確完備，並已不時遵守有關透過本行的電子服務使用工銀亞洲 U 盾的規定以及所有適用的法律及規例。你只會使用工銀亞洲 U 盾作適當用途。

2.3.14 Your instruction effected by ICBC (Asia) USB-Shield is irrevocable and may not be withdrawn, altered and cancelled by you without our Bank's consent.

以工銀亞洲 U 盾作出的指示均不可撤回，亦不可在未取得本行之同意前撤銷、更改及取消。

2.3.15 You will use other means to make enquiries and effect instructions if the ICBC (Asia) USB-Shield is for any reason not available and will not make any claim in respect thereof.

如工銀亞洲 U 盾因任何原因而無法可供使用時，你須使用其他方法進行查詢及作出指示，且不能就此提出任何索償。

2.4. Limit of Liability and Indemnity 法律責任的限制及彌償保證

2.4.1 Unless caused by our wilful misconduct, we will not be responsible for any actions or omissions of Digi-Sign Certification Services Limited.

除因我們疏忽或故意不當的行為所造成者外，本行概不就電子核證服務有限公司的任何行為或遺漏負責。

2.4.2 Neither we (unless caused by our wilful misconduct) nor Digi-Sign Certification Services Limited will be responsible for any consequence or loss arising from your instructions or actions, nor for the proper application or otherwise of any transaction effected by ICBC (Asia) USB-Shield, nor for any loss arising therefrom.

本行（除因我們疏忽或故意不當的行為所造成者外）或電子核證服務有限公司概不會就你的指示或行為而產生之任何後果或損失負責，亦不會就適當使用或以工銀亞洲 U 盾進行任何交易或因此產生之任何損失負責。

2.4.3 You will indemnify us and Digi-Sign Certification Services Limited against any liability, reasonable loss or expense (including tax or levy) arising from your instruction, act or claim or breach of these Terms and Conditions or Digi-Sign's applicable terms, or arising from any information provided by you being or being alleged to be incorrect, incomplete or misleading in any material respect.

你須就你的指示、行為或索償或達致該等條款及細則或電子核證服務有限公司的適用條款或因你所提供的任何資料於任何重大方面屬或被宣稱屬不正確、不完備或有誤導成分而產生的任何債務、合理損失或開支（包括稅項或徵費）向本行及電子核證服務有限公司作出彌償。

2.5 Termination 終止

2.5.1 We may terminate your use of ICBC (Asia) USB-Shield in our electronic services to gain access to our Bank's account or services by our prior written notice.

本行可事先以書面通知，終止客戶透過本行的電子服務使用工銀亞洲 U 盾取得進入本行賬戶或服務。

2.5.2 You may instruct us to terminate your use of ICBC (Asia) USB-Shield in our electronic services to gain access to our Bank's account or services by serving us with prior written notice.

你可向我們發出事先書面通知，指示本行終止透過本行的電子服務使用工銀亞洲 U 盾取得進入本行賬戶或服務。

2.5.3 Following termination for your use of ICBC (Asia) USB-Shield, you should discontinue the use of ICBC (Asia) USB-Shield through our electronic services and inform our Bank as soon as possible. We shall only terminate your use of USB-Shield through our electronic services after written notice received from you.

於終止使用工銀亞洲 U 盾後，你應停止透過本行的電子服務使用工銀亞洲 U 盾及盡快知會本行。本行只在收到你的書面通知後，才會終止你透過本行的電子服務使用工銀亞洲 U 盾。

2.6 Law 法律

2.6.1 These Terms and Conditions are governed by laws of the Hong Kong Special Administrative Region ("Hong Kong"). All transactions in relation to an account with our Bank in Hong Kong are governed by the laws of Hong Kong. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

本條款及條件受香港特別行政區（「香港」）的法律管限。與在香港設於本行的賬戶有關的所有交易受香港法律管限。各方接受香港法院的非專屬司法管轄權管轄。