

**Industrial and Commercial Bank of China (Asia) Limited
Terms and Conditions for
Credit Card Mobile Payment Services**

IMPORTANT:

PLEASE READ THESE TERMS AND CONDITIONS THOROUGHLY BEFORE USING THE CREDIT CARD MOBILE PAYMENT SERVICES PROVIDED BY INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED (the "Bank"), BY USING THE CREDIT CARD MOBILE PAYMENT SERVICES, YOU WILL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS.

1. Definitions

In these terms and conditions, the following words shall have the following meaning, unless the context otherwise requires:

- (a) "Cardholder Agreement" means the agreement (whether in the form of an agreement, terms and conditions or any other form) between the Cardholder and the Bank from time to time that applies to a Credit Card;
- (b) "Credit Card Mobile Payment Services" or "Mobile Payment Services" means the payment application or function provided under the ICBC Mobile Banking App which enables a transaction to be executed by placing the NFC Smartphone, pursuant to these terms and conditions, close to a designated electronic terminal;
- (c) "ICBC Mobile Banking App" means the mobile electronic banking application of the Bank made available from a source designated by the Bank from time to time, which shall include all ancillary and sub-application provided by the Bank from time to time;
- (d) "Credit Card" means any credit card(s) issued by the Bank referred to in the Cardholder Agreement whether in physical card form and/or in Mobile Card form (whether a principal card or supplementary card);
- (e) "Cardholder" means the holder of a Credit Card;
- (f) "ICBC Mobile Banking Services" means the banking services provided by the Bank through the ICBC Mobile Banking App;
- (g) "Mobile Card" means a virtual form of the Credit Card installed into an NFC Smartphone through the use of the ICBC Mobile Banking App, which may be issued by the Bank in the form of a mobile card account number to the Cardholder. No physical card will be issued in respect of the Mobile Card;
- (h) "NFC Smartphone" means a smartphone with NFC capabilities of such types and model as the Bank may designate from time to time; and
- (i) "NFC" means near field communication.

2. Application

- 2.1. The provisions of these terms and conditions set out the respective rights and obligations of the Cardholder and the Bank specifically in connection with the Mobile Payment Services. These terms and conditions supplement the Cardholder Agreement and

together, they govern the supply and use of the Mobile Payment Services.

- 2.2. If there is any inconsistency between the provisions of these terms and conditions and the provisions of the Cardholder Agreement, the provisions of these terms and conditions prevail insofar as the Mobile Payment Services are related.

3. Use of the Mobile Payment Services

- 3.1. The use of the Mobile Payment Services is subject to these terms and conditions. By using the Mobile Payment Services, the Cardholder confirms and agrees to be bound by these terms and conditions and the relevant Cardholder Agreement.
- 3.2. The Mobile Payment Services shall only be made available to a Cardholder:
 - (a) who maintains the types of Credit Card designated by the Bank from time to time;
 - (b) who maintains an NFC Smartphone;
 - (c) who is an existing user of the ICBC Mobile Banking Services; and
 - (d) who has successfully installed the Mobile Card into his NFC Smartphone. Each Cardholder may install up to 5 Mobile Cards (or to such maximum number of Mobile Cards as the Bank may prescribe from time to time) to his NFC Smartphone.
- 3.3. For the purpose of installing the Mobile Card(s), the Cardholder must:-
 - (a) log into the latest version of the ICBC Mobile Banking App by using his user ID ("the User ID"), and password (the "Password") for identifying him for the purposes of the ICBC Mobile Banking Services; and
 - (b) activate the Mobile Payment Services via the ICBC Mobile Banking App in accordance with the procedures as the Bank may prescribe from time to time.
- 3.4. In order to use the Mobile Payment Services, the Cardholder must log into the ICBC Mobile Banking App by using the User ID and the Password and then log on the Mobile Payment Services (via the ICBC Mobile Banking App), which will remain valid for such time period as the Bank may prescribe from time to time. Transactions can only be effected within the above validity period. Upon expiry of such validity period, the Cardholder shall perform the above log-on procedures again so as to enable any transactions to be effected.
- 3.5. The Cardholder is strongly recommended to turn on the phone unlock passcode ("Passcode") function on his NFC Smartphone as a security feature of his Mobile Payment Services and/or Mobile Card. The Cardholder agrees and accepts that the use of the Passcode on his NFC Smartphone is an important security feature of his Mobile Payment Services and/or Mobile Card.
- 3.6. The first Mobile Card linked and installed to the NFC Smartphone is set by default as the principal card of Mobile Payment Services to make payment when transaction is performed. The Cardholder may choose another Mobile Card for Mobile Payment Services using the ICBC Mobile Banking App. When effecting contactless payment by Mobile Payment Services, the Cardholder shall ensure that the Mobile Payment Services has been logged on (via the ICBC Mobile Banking App), and the NFC Smartphone is

unlocked. The payment for the transaction is completed by waving the NFC Smartphone over the point of sale terminal.

3.7 After the transaction is completed, the Cardholder should:-

- (a) keep the payment slip (if any) as record;
- (b) turn off the NFC function of the NFC Smartphone if the service is not required; and
- (c) log off the Mobile Payment Services (via the ICBC Mobile Payment App). For the avoidance of doubt, the Mobile Payment Services will remain valid for such time period as the Bank may prescribe from time to time, even if the ICBC Mobile Banking App is logged off.

3.8 The expiry date of a Mobile Card is identical with the expiry date of the Cardholder's relevant existing Credit Card in physical card form. The Cardholder may need to link the Mobile Card of any new card to his NFC Smartphone for use of the Mobile Payment Services if his physical card is replaced and/or renewed due to card expiry, card loss or theft, or other reasons in which card replacement and/or renewal is required.

3.9 Notwithstanding any other provisions of these terms and conditions to the contrary, the Bank shall have no obligation to provide, or continue to provide, the Mobile Payment Services to any person. The Bank shall have the absolute right to specify or vary from time to time the provision or use of the Mobile Payment Services, including but not limited to, the following:

- (a) the type(s) of Mobile Card that may be linked to the Mobile Payment Services;
- (b) the transaction limit, amount or currency applicable to transactions effected through use of the Mobile Payment Services;
- (c) any restriction, condition or specification on the availability or use of the Mobile Payment Services;
- (d) the types of NFC Smartphone on which the Mobile Payment Services may be used;
- (e) the jurisdictions in which the Mobile Payment Services may be used;
- (f) the merchants that accept payments through the use of Mobile Payment Services; and
- (g) any fees payable to the Bank in connection with the provision or use of the Mobile Payment Services.

3.10 The Cardholder shall not use the Mobile Payment Services for any illegal or unlawful purchase or purposes.

4. Card Account and Credit Limit

4.1. All contactless transactions will be billed to the existing Credit Card account of the Cardholder to which the relevant Mobile Card relates. There will not be a separate card account nor a separate statement for the Cardholder's Mobile Card.

4.2. The Cardholder's Credit Card in physical card form and the related Mobile Card share the same credit limit. There will not be a separate credit limit for the Mobile Card.

5. Responsibilities of Cardholder

5.1. The Cardholder shall take reasonable care of the NFC Smartphone on which the Mobile Card is installed, the Mobile Card, the User ID and the Password. The Cardholder shall keep the relevant

NFC Smartphone and the Mobile Card safely under his personal control. The Cardholder shall keep the Mobile Card account number, the User ID and the Password secret. The Cardholder shall take the following security precautions where reasonably practicable:

- (a) the Cardholder shall not use the Mobile Payment Services in an NFC Smartphone with any pirated, hacked, fake and/or unauthorized applications or in which the software lockdown has been overridden or root access to its software operating system has been obtained (such as, but without limitation, a jailbroken or a rooted NFC Smartphone);
- (b) the Cardholder shall not permit any other person to use the relevant NFC Smartphone, the Mobile Card, the User ID and/or the Password;
- (c) the Cardholder shall not write down, store or record the Mobile Card account number, the User ID and/or the Password on the relevant NFC Smartphone or on anything usually kept with or near it;
- (d) the Cardholder shall not write down, store or record the Mobile Card account number, the User ID and/or the Password without disguising it;
- (e) the Cardholder shall not use any easily accessible personal information, such as telephone numbers, date of birth or identity card number as the User ID and/or the Password or as the Passcode for unlocking the NFC Smartphone, and the Cardholder is advised not to use the User ID, the Password, and/or the Passcode for accessing other services (for example, connection to the internet or accessing other websites);
- (f) the Cardholder shall change the User ID and the Password regularly or when necessary;
- (g) the Cardholder shall keep payment slips (if available) and check them against the monthly statement as soon as reasonably practicable after the Cardholder has received such monthly statement;
- (h) the Cardholder shall notify the Bank of (1) any loss or theft of the Mobile Card, the User ID, the Password and/or the relevant NFC Smartphone which contains the Mobile Card; and/or (2) any disclosure of the User ID and/or the Password to any other person as soon as reasonably practicable through the Bank's designated service hotline;
- (i) the Cardholder shall notify the Bank of any suspected unauthorized transaction through the use of his Mobile Card or any unauthorized use of the Mobile Payment Services as soon as reasonably practicable through the Bank's designated service hotline;
- (j) the Cardholder shall be solely responsible for all fees, charges, costs and expenses in relation to the NFC Smartphone, data connection and other ancillary services for the purpose of using the Mobile Payment Services; and
- (k) the Cardholder shall refer to the security advice provided by the Bank from time to time and take any relevant security precautions in a timely manner in using the Mobile Payment Services and/or the Mobile Card as specified by the Bank from time to time.

5.2 Failure to take any security precautions in relation to the Mobile Payment Services and/or the Mobile Card as may be recommended by the Bank from time to time shall be at the sole and absolute risk of the Cardholder. The Bank shall not be held liable for any loss or damages suffered or incurred by the Cardholder arising or resulting therefrom.

6. Loss, theft or unauthorized use of Mobile Card, NFC Smartphone with Mobile Card(s) installed, the User ID and/or the Password

6.1 Without prejudice to the relevant provisions of the Cardholder Agreement:

- (a) The Cardholder is responsible for all Credit Card transactions including those effected through the use of Mobile Payment Services except to the extent specified in the applicable Cardholder Agreement and in these terms and conditions.
- (b) Provided that the Cardholder has not acted fraudulently or with gross negligence, or has not failed to safeguard his Mobile Card(s), the relevant NFC Smartphone, the User ID and/or the Password in accordance with Clause 5 above and any other recommendation of the Bank from time to time, the Cardholder shall not be liable for loss as incurred when a transaction effected by the Mobile Payment Services was given through (1) the use of a lost or stolen Mobile Card, the User ID, the Password and/or NFC Smartphone with Mobile Card(s) installed; or (2) the disclosure of the User ID and/or the Password if he has already reported such loss or theft of the Mobile Card, the User ID, the Password and/or NFC Smartphone or the disclosure of the User ID and/or the Password (as the case may be) in accordance with Clause 5.1(h) above or any other means acceptable to the Bank.
- (c) The liability of the Cardholder to the Bank for unauthorized use of a Mobile Card, an NFC Smartphone with Mobile Card(s) installed, the User ID and/or the Password prior to giving notice under Clause 5.1(h) above (in relation to loss related to the Credit Card account but not in relation to any cash advances) shall be limited to a maximum amount of HKD500 per Credit Card or such maximum amount so specified or endorsed by the regulatory authority of the Bank from time to time, provided that the Cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his Mobile Card, the User ID, the Password and/or NFC Smartphone has been lost or stolen, or of disclosure of the User ID and/or the Password to any other person (as the case may be).
- (d) Notwithstanding the aforesaid, the Cardholder will be fully liable for all losses and damages suffered by the Bank arising directly or indirectly from the unauthorized use of such Mobile Card, NFC Smartphone, the User ID and/or the Password (as the case may be) if such Cardholder has acted fraudulently or with gross negligence or has failed to report to the Bank in accordance with Clause 5.1(h) above or has failed to safeguard the Mobile Card, NFC Smartphone, the User ID and/or the Password in accordance with Clause 5 above and other recommendation of the Bank from time to time regarding the safety and secrecy of Mobile Card(s),

the NFC Smartphone, the User ID and/or the Password (as the case may be).

7. Exclusion and Limitation of Liability

Without prejudice to the relevant provisions in the Cardholder Agreement in relation to the exclusion and limitation of liability of the Bank:

- 7.1. To the fullest extent permitted by applicable law and in the absence of negligence or wilful default on the part of the Bank, under no circumstances shall the Bank be responsible for any direct loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any misuse or malfunction of (1) the Mobile Card or other devices provided by the Bank; (2) the Mobile Payment Services and other related services offered by the Bank; (3) the ICBC Mobile Banking App; or (4) any goods and services obtained by the Cardholder through the Mobile Payment Services.
- 7.2. The Bank will not be responsible for any loss, damage or virus caused to the Cardholder's computer, NFC Smartphone or any other relevant device or equipment, or any damage on software or loss of data that may be caused by the use of the Mobile Card and the Mobile Payment Services or any part thereof in the absence of negligence or wilful default on the part of the Bank.
- 7.3. The Mobile Card and the Mobile Payment Services are provided to the Cardholder on an "as is" and "as available" basis. No warranty, whether express or implied, is given by the Bank in relation to the Mobile Card and/or the Mobile Payment Services or any part thereof, including any warranty on its condition, quality, performance, merchantability, workmanship, fitness for any particular purpose, timeliness or non-infringement of third party rights, or that it is secure, error-free or will function without interruption. The Bank shall not be responsible for the quality or performance of the Mobile Card, the Mobile Payment Services and/or the ICBC Mobile Banking App.
- 7.4. The Bank shall not be responsible for any delay in or any error, failure or malfunction of any NFC Smartphone, computer system or other equipment to the extent that it is attribute to any cause beyond the Bank's reasonable control.

8. Fees and Charges

- 8.1. The Bank has the right to charge a fee for providing the Mobile Card and the Mobile Payment Services (or either of them) in such amount it may set (or revised by prior notice to the Cardholder) from time to time. The Bank may debit such fee from any of the Cardholder's Credit Card account.
- 8.2. For the avoidance of doubt, the Cardholder shall bear any fees and charges which may be imposed by any mobile network operator for using an NFC Smartphone or by any other third parties in relation to the use of the Mobile Payment Services.

9. Termination and suspension of Mobile Payment Services

- 9.1. The Cardholder may at any time notify the Bank to terminate the use of the Mobile Payment Services and/or any Mobile Card by giving reasonable notice in writing to the Bank or by such other method as prescribed by the Bank from time to time provided that the Cardholder shall remain liable for all transactions effected through the use of the Mobile Card and/or Mobile Payment Services notwithstanding such termination until all sums due under the account are paid in full.

- 9.2. The Bank may at any time with or without notice or cause, suspend, cancel or terminate the Mobile Payment Services and/or the Mobile Card and/or decline to process any transaction proposed to be effected through the use of the Mobile Payment Services and/or the Mobile Card and shall not be required to give any reason therefor.
- 9.3. For the avoidance of doubt, upon expiration, cancellation or termination for any reason of a Credit Card in physical card form to which the Mobile Card relates, such Mobile Card shall also automatically terminate at the same time.

10. Amendment

- 10.1. These terms and conditions, and any fees and charges related thereto, may be amended from time to time by the Bank, provided that the Bank will give prior notice to the Cardholder in a manner the Bank considers appropriate before any change of these terms and conditions which may affect the fees and charges and/or the liabilities or obligations of the Cardholder takes effect.
- 10.2. The Cardholder will be bound by any amendments to these terms and conditions if he continues to use or maintain any Mobile Card on or after the effective date of such amendments. If the Cardholder does not accept any such amendments, he should cancel all of his Mobile Cards (with or without cancelling the physical card form of the respective Credit Cards) before the effective date of the amendments.

11. No Third Party Rights

- 11.1. Any person or entity that is not a party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any part of these terms and conditions.

12. Law and Language

- 12.1. These terms and conditions shall be governed by and construed in accordance with Hong Kong law, and the Cardholder agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 12.2. If, at any time, any of these terms and conditions are or become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected.
- 12.3. Nothing in these terms and conditions shall operate so as to exclude or restrict any liability of any party to these terms and conditions, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong.
- 12.4. If there is any difference between the English language version of these terms and conditions and the Chinese language version, the English language version shall prevail for all purposes.

For enquiries, or access to any credit card cardholder agreement(s) and/or fee schedule(s), please visit us at www.icbcasia.com, or contact any of our branch staff or call our 24-hour Customer Service Hotline at 218 95588.