APPENDIX FOR ELECTRONIC SERVICES

This Appendix applies where the Client requests and engages ICBCIS or ICBCIF to provide Electronic Service.

In the event that there is any inconsistency between this Appendix and the General Terms and Conditions, the provisions in this Appendix shall prevail in respect of Electronic Service.

Unless otherwise defined in this Appendix, terms defined in the "Definitions and Interpretation" section of the Standard Terms and Conditions shall have the same meaning when used in this Appendix. In addition, the following terms shall have the following meanings:

"Access Codes" means the Password, PIN, Login ID or such codes as ICBCIS or ICBCIF may notify the Client in respect of access by the Client to the Electronic Service;

"Login ID" means the identity number, used in conjunction with the Password to gain access to the Electronic Service;

"Password" means the Client's personal password, used in conjunction with Login ID to gain access to the Electronic Service.

1. **ELECTRONIC SERVICE**

1.1   ICBCIS or ICBCIF may provide the Client with Electronic Service subject to the provisions of the Agreement and other terms and conditions as determined by ICBCIS or ICBCIF from time to time. The Client agrees to use the Electronic Service and any additional services offered through the Electronic Service only in accordance with the Agreement and the instructions and procedures as set out in the instruction manual supplied by ICBCIS or ICBCIF to the Client from time to time (if any).

1.2   When using the Electronic Service, the Client warrants that the Client and/or its Authorized Person(s) shall be the only authorized user(s) of the Electronic Service, including the Client's Access Codes. The Client undertakes to use its Access Codes with caution, and to procure its Authorized Person(s) to do the same.

1.3 The Client acknowledges that the Electronic Service, the Web Site, and any software comprised in them are the exclusive property of ICBCIS, ICBCIF, ICBC International Group or of the relevant service providers. The Client warrants and undertakes that it shall not, and shall not at any time attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Service or the Web Site or any of the software comprised in them.

1.4 The Client further acknowledges and agrees that, as a condition of using the Electronic Service to give Instructions:

(a) that it shall be wholly and solely responsible for the confidentiality, security and proper use of the Access Codes at all times;

(b) that it shall be wholly and solely responsible for all Instructions placed and/or all Transactions conducted through the Electronic Service;

(c) that it shall immediately notify ICBCIS or ICBCIF not later than 24 hours from the time it becomes aware of the existence of any of the following:

(i) any loss, theft or unauthorized use of the Access Codes;

(ii) an Instruction has been placed through the Electronic Service and the Client has not received an accurate acknowledgment of the Instruction or of its execution (whether by hard copy, electronic or verbal means or otherwise); or

(iii) the Client has received acknowledgment (whether by hard copy, electronic or verbal means or otherwise) of a transaction which it did not instruct or any similar conflict.

1.5 The Client acknowledges and agrees that ICBCIS or ICBCIF may in its absolute discretion provide, for informational purposes only, the Information. No recommendation or endorsement from ICBCIS or ICBCIF shall be inferred from such Information. The Client acknowledges that no party (including ICBCIS and ICBCIF) guarantees the timeliness, sequence, accuracy, adequacy or completeness of such Information. No party (including ICBCIS and ICBCIF) gives any express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such Information.

1.6 The Information is the property of ICBCIS, ICBCIF and/or relevant copyright owner and is protected by copyright. The Client shall:

(a)   not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and

(b)   not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

1.7   The Client agrees and undertakes:

(a)   not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of ICBCIS, ICBCIF and/or relevant copyright owner or service provider;

(b)   not to use the Information for any unlawful purpose; and

(c)   not to use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in Securities listed on the SEHK and/or Futures/Options Contracts listed on the HKFE, HKMEx or any other Exchange.

1.8   The Client agrees to comply with reasonable written requests by ICBCIS or ICBCIF to protect its rights in the Information and the Electronic Service.

1.9   The Client accepts the risks of gaining access to the Electronic Service through and communication and conducting Transactions over the Internet or other electronic means or facilities, and agrees to bear all such risks of conducting financial and other Transactions *via* the Electronic Service absolutely.

1.10   ICBCIS or ICBCIF shall have the right exercisable at its sole discretion at any time to terminate, the Client's access to the Electronic Service or to any Information from any service provider or any part of it, without notice and without limitation, for any reason whatsoever.

1.11   In the event of termination by ICBCIS or ICBCIF according to Clause 1.10 of this Appendix, ICBCIS or ICBCIF shall have no liability to the Client.