

Mobile Banking App

Summary, Terms and Conditions and Important Information

Summary of the terms and conditions

This Summary sets out key details about the ICBC Mobile Banking App.

You should read it carefully together with the rest of the Terms and the important information at the end of this document.

The Mobile Banking App allows you to access some of our Internet Banking service in a format which is easier to view on a mobile telephone or tablet.

You must set up a password within Internet Banking before you can use the Mobile Banking App. You will need this password each time you log on.

Features of the Mobile Banking App

- You can transfer money between your ICBC (London) plc accounts in the UK and overseas.
- You can transfer money to someone else's account in ICBC.
- You can view your account balances and transaction history.
- You can send us instructions to make payments within the UK.
- You can send us instructions to make overseas remittance.
- You can maintain and amend individual fixed deposits including sending us instructions on rolling over or amending the deposit.

Important things in our terms and conditions that you should be particularly aware of:

SECURITY

You should make sure you keep your mobile telephone or tablet and the security details you use to log onto the Mobile Banking App safe and secure. You must let us know as soon as possible if these are lost or stolen. You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile telephone or tablet and your security details safe.

CHARGES

We do not charge for the App. However, your mobile network operator may charge you to access the App and these charges may vary if you access the App when abroad. You are responsible for these charges.

SUSPENSION OF THE APP

We can suspend the App in a limited number of situations, for example, for security reasons or because we suspect the App has been used fraudulently or in an unauthorised way. We will try to tell you in advance but we may not always be able to. For full details about suspension please see clause 6.

CHANGING THE TERMS

We can change these Terms. We will tell you about changes at least 2 months in advance. For full terms and conditions about changes please see clause 8.

1. Glossary

"Mobile Banking App" or "App" means the ICBC Mobile Banking Application which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Internet Banking service.

"Mobile Banking App services" means those services set out in clause 2.3.

"Existing Beneficiaries" means people or organisations you have made a payment to using Internet Banking within the last 13 months and which are displayed within the Mobile Banking App.

"Internet Banking" means the ICBC (London) plc internet banking service. The full Internet Banking Service is available by logging on at www.icbclondon.com.

“Transfers” means an internal transfer you make to another one of your or someone else’s ICBC Bank accounts.

“you”, “your” and “yours” mean the person who has downloaded the Mobile Banking App and any other person who uses that App.

“we“, “us“ and “our“ mean ICBC (London) plc.

2. Using the Mobile Banking App

2.1 You must be registered for Internet Banking to be able to use the Mobile Banking App. The Mobile Banking App can be used on a mobile device running an operating system supported by us, from which you can access the internet. However, not all of our full Internet Banking service can be accessed using the App (please see clause 2.3 below for details of which parts of the Internet Banking service are available). Because of this, we recommend that you log onto our full Internet Banking service at icbclondon.com at least every 14 days.

2.2 To log onto the Mobile Banking App you will need to enter your Internet Banking User ID and other security information that we request. We may notify you from time to time about changes in the security information.

We will automatically log you out of the Mobile Banking App if you have not used it for 15 minutes. Services available within the App

2.3 You can use the Mobile Banking App to carry out the following services;

- You can transfer money between your ICBC (London) plc accounts in the UK.
- You can view your account balances and view which cheques have been paid in to the account.
- You can send us instructions to make payments within the UK.
- You can send us instructions to make overseas remittance.
- You can maintain and amend individual fixed deposits including sending us instructions on rolling over or amending the deposit.
- You must not use the Mobile Banking App for any other purpose.
- You will NOT be able to open a new account using your App. Please visit the Branch in person with your proof of identity and proof of address if you wish to apply for new services. A list of acceptable documents is available on our website.

Things you must not do

2.4 You must not copy or reproduce all or any part of the Mobile Banking App.

2.5 You must not alter, modify or adapt all or any part of the Mobile Banking App.

2.6 You must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App. All ownership in the Mobile Banking App remains with us.

2.7 You must not carry out reverse engineering of the Mobile Banking App.

3. Responsibilities and availability of service

3.1 While we make reasonable efforts to provide the Mobile Banking App services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.

3.2 The Mobile Banking App is provided “as is” with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.

3.3 We are responsible for the Mobile Banking App and its content. Apple Inc. and Google Inc. or your mobile service provider do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.

3.4 The Mobile Banking App may only be installed and used by customers of ICBC (London) plc. You confirm that (i) you are not located in a country subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country; and (ii) you are not listed on any US Government list of prohibited or restricted parties.

4. Security

Your security obligations

4.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your mobile device and security information.

These precautions include:

- never writing down or otherwise recording your security details in a way that can be understood by someone else;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use it;
- keeping your security details unique to Internet Banking and the Mobile Banking App;
- not disclosing your security details to anyone, including the police and us;
- changing your security details immediately and telling us as soon as possible in accordance with clause 4.3 if you know, or even suspect, that someone else knows your security details, or if we ask you to;
- keeping your security details and mobile device safe;
- complying with all reasonable instructions we issue regarding keeping your security details safe;
- once you have logged onto the Mobile Banking App do not leave your mobile device unattended or let anyone else use your mobile device;
- logging out of the Mobile Banking App once you have finished using the Mobile Banking App services, and in particular not leaving the Mobile Banking App running in the background whilst logged in (e.g. whilst multi-tasking, or running other apps);
- follow all security measures provided to you by the manufacturer of your mobile device's operating system that apply to your use of the Mobile Banking App or your mobile device (although you should never disclose your security details to them or information about your accounts with us).
- Undertake reasonable and adequate precautions to scan for computer viruses or other destructive properties.

4.2 You must not use the Mobile Banking App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your

mobile service provider and the phone manufacturer without their approval.

4.3 After initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be

genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.

4.4 You will be responsible for all instructions given by you or anyone acting with your authority between when you log onto the Mobile Banking App until you log off the Mobile Banking App.

4.5 You are responsible for making sure information shown or stored on your mobile phone is kept secure.

4.6 You must advise us of any change to your mobile phone number without delay.

What to do if there is a breach of security

4.7 If you know or suspect that someone else knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen you must tell us without delay by calling us on 0207 397 8888 or +44 20 7397 8888 if you are abroad,

Lines are open 9.30 am to 5 pm Monday to Friday (except for Christmas Day, Boxing Day, New Year's Day and all other UK Bank Holidays We may ask you to co-operate with us and the police into the actual or suspected misuse of your security details, the Mobile Banking App or your account(s).

Unauthorised transactions

4.8 Please refer to our General Terms & Conditions for details about unauthorised transactions. You will be responsible for all losses arising from unauthorised transactions on your Account as a result of;

- You acting fraudulently, or
- You intentionally or with gross negligence failing to use the Mobile Banking App in accordance with the App Terms (including keeping safe your Mobile Banking security details), or
- You intentionally or with gross negligence fail to notify us in accordance with clause 4.7 if you know or suspect someone else knows your Mobile Banking security details

5. Abnormal and unforeseen circumstances

We are not responsible if we do not comply with any of the Terms:

- Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- Where our failure to comply is due to our obligations under European or national law.

6. Suspension of the Mobile Banking App

We can, at any time, suspend your use of the Mobile Banking App. We will do this if we think it is reasonably necessary because:

- We have concerns about the security of the Mobile Banking App or Internet Banking; or

- We suspect that your Mobile Banking App or Internet Banking has been used fraudulently or in an unauthorised way; or
- There are UK or European legal obligations we have to meet. If we do suspend your use of the Mobile Banking App we will also suspend any other use by you of Internet Banking.

We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.

If you have entered incorrect log on details on five occasions we will suspend your access to the Mobile Banking App and Internet Banking for 24 hours. If you are unable to re-log on again after 24 hours, If this happens, you can reset your log on details within Internet Banking provided you can identify yourself and answer our security questions. Otherwise, you will need to telephone us or come to our branch in person.

7. Ending this licence

7.1 You can end this licence at any time by contacting us by telephone or in branch. You should also delete the Mobile Banking App from your mobile device.

7.2 We can end this licence with you immediately in the following situations;

- If you have seriously or persistently broken any of the App Terms or the Product Terms including where;
 - you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
 - your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
 - you are, or we reasonably suspect you may be, acting fraudulently; or
 - you act in an unacceptable way, for example you act in a threatening or violent manner towards staff; or
 - you were not entitled to download the App; or
 - we have reasonable grounds to suspect that your security details have not been kept safe; or
 - we have reasonable grounds for believing you:
 - have committed or are about to commit a crime in connection with your account; or
 - you have not satisfied anti-money laundering requirements.

- There has been or we suspect there has been fraud involving any of your accounts or any transactions on any of your ICBC (London) plc accounts; or

- If there has been or we suspect there has been suspicious activity on your account; or
- We have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- If the Mobile Banking App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary or
- If we stop supporting the Mobile Banking App on your mobile device or the operating system it runs; or
- If you stop holding any account, product or service in respect of which the Mobile Banking App may be used; or

- if we reasonably consider that by continuing the contract:
 - we may break a law, regulation, code, court order or other duty; or
 - we may be exposed to action or censure from any government, regulator or law enforcement agency.

7.3 We will notify you personally immediately after we have terminated the licence. This will be by post or in any other way that will be sent to you individually.

7.4 We may end this licence for any other reason by giving you at least two months' personal notice.

This will happen if, for example, we replace the Mobile Banking App.

7.5 Upon termination of this licence for any reason;

- you must remove the Mobile Banking App from your mobile device and
- destroy all copies of the Mobile Banking App including all components of it in your possession; and
- all rights you have in respect of the Mobile Banking App will immediately end.

7.6 You must delete the Mobile Banking App from your mobile device if you change your mobile device or dispose of it.

8. Changes

8.1 We may change these Terms for reasons set out in the General Terms & Conditions. We may also change these Terms for any other valid reason.

We will tell you about the changes by post or in any other way that will be sent to you individually. at least 2 months before the changes take effect.

8.2 If we provide you with notice that we are going to make a change to these Terms, you can end this licence before that change takes effect without charge. If you do not tell us that you want to end this licence, then we will assume that you have accepted

9. Miscellaneous

9.1 If any part of these Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining Terms.

9.2 If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.

9.3 We can transfer all or some of our rights under these Terms to someone else. You cannot transfer any of your rights and obligations under these Terms to anyone else.

10. Your statutory rights

Nothing in these Terms will reduce your statutory rights including your rights relating to mis-described accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department or the Citizens Advice Bureau.

11. Governing law and language

The laws of England and Wales apply to these Terms.

These Terms are in English and any communications we send to you will be in English. Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to the ICBC Group unless otherwise noted.

Important information

Information about us and our regulators

ICBC (London) plc is a retail and wholesale bank.

ICBC (London) plc is a company registered in England and Wales (company number 4552753). Registered office: 81 King William Street, London EC4N 7BG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Register Number is 222030.

To find out more about us, see the Financial Services Register: www.fca.org.uk or call the FCA on 0800 111 6768. To find out more about our company, see the Registrar's website, www.companieshouse.gov.uk or call the Registrar on 0303 1234 500.

Information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and non-financial corporates – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £75,000. The FSCS was set up mainly to assist private individuals although non-financial businesses are also covered. Financial institutions are excluded from coverage.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please ask at one of our branches, refer to the FSCS website at www.fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.