

This agreement governs the use of the Cyberbanking Service offered by Industrial and Commercial Bank of China (Canada).

In reading this agreement, "we", "us", "our" or "the Bank" means Industrial and Commercial Bank of China (Canada), any subsidiary, affiliate or authorized service provider of the Bank, including any successor and assign; "you", "your" and "Customer" means any person or persons named in the application for Cyberbanking Service.

1) Definitions

- a) "Account" means the account(s) identified by you and/or subsequently accepted by the Bank from time to time to be accessed by you through the Cyberbanking Service.
- b) "Cyberbanking Service" means electronic banking services, including account inquiries, funds transfers between accounts, remittance and other banking services, offered by the Bank by means of your access to and the use of such services, when available and permitted by the Bank, through a personal computer or other device, using either public or private communications networks, including wireless networks or such other networks or devices.
- c) "Identification Codes" means a personal identification number (PIN); password; initialization data or codes (whether provided to you by the Bank or created by you), which is used by you to authenticate your identity for the purpose of authorizing, access to the Service or any Account.
- d) "Instruction" means, with respect to an Account, a deposit; withdrawal; transfer; payment; access to Account status, balances or other account information; application for investments, mortgages, loans or any other type of credit, or such other products, services or information as the Bank makes available.

2) Use of Cyberbanking Service

- a) Your use of the Cyberbanking Service ("Cyberbanking Service" or the "Service") will indicate that you have received, understood, accept and agree with the terms of this Agreement.
- b) You will use the Cyberbanking Service only in accordance with this Agreement, and specifically in accordance with such directions that are communicated to you by the Bank at any time and in any method of communication.
- c) You acknowledge that:
 - i) The provision of the Service is at sole discretion of the Bank and we reserve the right to suspend or terminate any aspect of the Service;
 - ii) Any interest rate, exchange rate, loan rate quoted by the Bank in the course of your use of the Cyberbanking Service is for reference only and is not binding on the Bank; and
 - iii) The closure of an Account will result in the termination of the Cyberbanking Service with respect to that Account.
- d) In its sole discretion, the Bank may impose such restrictions, including restrictions on transactions and limits, as we believe appropriate for the efficient operation of the Bank's services or for any other reason(s).

3) Instructions

- a) You authorize the Bank to accept, and you will be solely responsible for, all instructions sent to the Bank through the Service. The Bank may rely on such instructions as if you had given them signed and in writing, whether such instructions are made by you, or any other person acting with or without your knowledge or consent and whether made by any means of communication.
- b) The Bank may but shall not be under any obligation or duty to verify the identity or authority of the person giving any Instruction or the authenticity of such Instruction.
- c) In its sole discretion, for any reason, the Bank may decline to act, or delay acting upon, any instruction provided through the Service. The Bank will not incur any liability by reason of acting or failing to act in respect of an instruction provided through the Service.
- d) For any Instruction involving a currency other than Canadian dollars, the Bank may, at its sole discretion, convert such foreign currency at the Bank's rate of exchange at the time the Instruction is processed. The Bank shall not be required to communicate with you or obtain your consent to do this prior to processing the Instruction.
The Bank may maintain a database of your instructions and such records will be conclusive and binding on you with respect to any dispute, including any legal proceeding, as conclusive evidence of your instructions, in the absence of clear proof that the Bank's records are wrong or incomplete. You agree that computer-generated or electronic records received or created by the Bank in connection with your use of the Service shall be admissible in a court of law, and you waive any defence that you may otherwise have as to their admissibility.

4) Timing of Instructions

- a) You acknowledge that
 - i) Instructions made by you are not to be considered as having been received and executed by the Bank until the Bank has actually processed such Instructions;
 - ii) The Bank may require and take up to five banking days to process a transfer of funds or bill payment instructions; and
 - iii) The processing of Instructions made on a weekend or holiday will normally begin or occur on your branch's next banking day.

5) Other Agreements

- a) This Agreement is to be read by you together with any other agreement governing the Account or terms pertaining to other banking products, and any amendment, terms, conditions or disclaimers subsequently communicated to you from time to time. It does not replace any provision or amend, vary, add to, or delete any term of any other Agreement entered into by you with the Bank. In the event of any conflict or inconsistency between this Agreement and any other Agreement, the provisions of the other Agreement take precedence to the extent of the conflict or inconsistency.

6) Personal Information

- a) You expressly agree the Bank may:
 - i) Collect, use and disclose your personal information in accordance with the Bank's Privacy Policy;
 - ii) In connection with the completion of any Instruction or the provision of the Cyberbanking Service, disclose or transfer your personal information, to or between one or more of a subsidiary, affiliate, authorized service provider or agent of the Bank or any third party engaged in any transaction or providing any service (including, as required, their subsidiaries, affiliates, Group members and agents thereof), whether in or outside Canada.
- b) In connection with an application for a loan or credit through the Cyberbanking Service, you acknowledge notice in writing and consent to us obtaining, providing or exchanging such information about you as we may require from time to time, from and with
 - i) Any credit reporting agency, personal information agent or other credit grantor; and
 - ii) Any reference you provide, including your employer.

7) Communications

- a) You authorize the Bank to communicate with you by fax, by online notice posted to our web site or electronic mail at such numbers or addresses as you from time to time provide to the Bank.
- b) Communications by fax, online notice or electronic mail will be deemed to have been delivered to you (where delivered to an individual number or address) at the time of transmission or the day of posting.

8) Your Responsibilities for Security

- a) You acknowledge that it is your responsibility to:
 - i) Keep the Identification Codes (e.g. PIN and password) used in connection with your use of the Cyberbanking Service confidential;
 - ii) Use the Identification Codes only with the Service;
 - iii) Notify the Bank by telephone within 24 hours of learning of the possible or actual loss, theft, disclosure of Identification Codes or the actual or possible unauthorized use of the Service, including the provision of any Instruction;
- b) You will cooperate and assist in any investigation, including filing a report with law enforcement authorities, that the Bank initiates in connection with any unauthorized use of the Cyberbanking Service.

9) Your Liability

- a) You are responsible for the full amount of all authorized activity resulting from the use of any or all of the Identification Codes ("the Identification Codes") and provision of Instructions. **SERIOUS FINANCIAL LOSSES MAY OCCUR IF YOU ARE CARELESS WITH YOUR IDENTIFICATION CODES.**
- b) You will not be liable for any losses from any unauthorized use of the Identification Codes due to circumstances beyond your control or where you could not have prevented or did not knowingly contribute to any unauthorized use.
- c) You will be liable for all losses from unauthorized use of the Identification Codes if you:
 - i) Knowingly contributed to its unauthorized use;
 - ii) Willingly or negligently disclosed the Identification Codes; or
 - iii) Did not notify us by telephone within 24 hours of learning of the possible or actual loss, theft, disclosure of Identification Codes or the actual or possible unauthorized use of the Service, including the provision of any Instruction.
- d) You will not be liable for any losses that occur after you have notified us of the possible or actual loss, theft, disclosure of Identification Codes or the actual unauthorized use of the Service, including the provision of any Instruction.
- e) You acknowledge that your reimbursement of any losses resulting from unauthorized use will be contingent upon your cooperation in any investigation into unauthorized use.

WHERE YOU ARE LIABLE FOR LOSSES FROM UNAUTHORIZED USE, YOUR LIABILITY MAY EXCEED – AND WILL NOT BE LIMITED TO – YOUR ACCOUNT BALANCE, YOUR CREDIT LIMIT OR ANY DAILY TRANSACTION LIMIT.

10) Limitation of the Bank's Liability

- a) The Bank will make every reasonable effort to provide you with access to information available through this Service. The information and materials provided, including text, graphics, links or other items are provided "as is", "as available". The Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, expressed or statutory including but not limited to warranties of non-infringement of third party rights, operation, completeness, accuracy, reliability, merchantability, fitness for a particular purpose, freedom from computer virus, or arising by law, statute, usage of trade, or course of dealing is given in conjunction with your use of this Cyberbanking Service.
- b) The Bank, its respective directors, officers, employees, agents, subcontractors or other representatives, will not be responsible or in any manner liable to you or any third party for any losses, damages, penalties and expenses, including direct, indirect, incidental, special or consequential damages, however caused, in connection with or arising out of your use of this Cyberbanking Service, whether authorized or not, even if the Bank has been advised of or should have been aware of the possibility of such loss or damage. Such losses, damages, penalties and expenses include, but are not limited to, any you may suffer if:
 - i) You transmit confidential or sensitive information to the Bank over the Internet;
 - ii) The Bank communicates confidential or sensitive information to you at your request over the Internet;
 - iii) A third party issues instructions to the Bank using your Identification Codes, whether such instructions are made with or without your knowledge or consent.
 - iv) The Bank does not receive your instructions for any reason whatsoever;
 - v) There is any delay in processing instructions, or if we decline to act on your instructions;
 - vi) Access to this Service is not available or is delayed due to periods of increased volume or activity or to allow for maintenance, updates or for any other cause; or
 - vii) Any harm or loss occurs to your personal computer or any records or data.

11) Service Fees

- a) We may charge fees for the Cyberbanking Service and for the completion of your Instructions. You authorize us to debit your account for these fees. Accurate information as to the Bank's fees is available on the Bank's website and at Bank branches.

12) General

- a) The Bank reserves the right to modify or terminate the Terms of this Agreement at any time without prior notice and the Bank will have no liability for any loss or inconvenience which may result. Your use of the Cyberbanking Service following any modification constitutes your agreement to follow and be bound by these terms as revised.
- b) This Agreement and all Instructions made or facilitated through your use of the Cyberbanking Service are governed by the laws of Canada and its provinces, as applicable therein without regard to conflict of laws.
- c) You submit to the exclusive jurisdiction of the courts of the Province of Ontario to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with this Service.
- d) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, shall be severed, to the extent of such prohibition or unenforceability, from the balance of the terms of this Agreement, without affecting the remaining provisions or affecting the validity or enforceability of such provisions in any other jurisdiction.
- e) No act or omission by the Bank pursuant to these terms shall affect its rights, powers and remedies under this Agreement or any further or other exercise of such rights, powers or remedies.
- f) The parties have required that these terms and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.