

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 (AS DEFINED BELOW) PROVIDED BY INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED (the “Bank”). BY USING THE CREDIT CARD MOBILE PAYMENT SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS.

1. Definitions

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

- (a) “Cardholder” shall be defined in the Cardholder Agreement;
- (b) “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 Credit Cards;
- (c) “Credit Card” means any credit card(s) issued by the Bank referred to in the Cardholder Agreement whether in physical card form (whether a principal card or supplementary card) and/or in digital card form (a principal card only);
- (d) “Credit Card Mobile Payment Services” shall include:
 - i. ICBC Card Mobile Payment Services; and
 - ii. Third Party Mobile Payment Services;
- (e) “ICBC Mobile Banking Services” means the banking services provided by the Bank through the ICBC Mobile Banking App;
- (f) “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 can be downloaded to any Mobile Device, and which shall include all ancillary and sub-applications provided by the Bank from time to time;
- (g) “ICBC Card 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;
- (h) “Mobile Card” means a virtual form of the Credit Card including those installed into NFC Smartphone through the use of ICBC Mobile Banking App, or stored in a Mobile Device, which may be issued by the Bank in the form of a

mobile card account number to the Cardholder, for accessing the Credit Card Mobile Payment Services, and for effecting transactions at applicable electronic terminals. No separate physical card will be issued in respect of a Mobile Card;

(i) "Mobile Device" means a designated and eligible electronic device, with or without a Mobile Card stored, prescribed by the Bank or the Third Party Mobile Payment Service Provider to support the use of the Credit Card Mobile Payment Services, and include a NFC Smartphone. The type or model of eligible electronic device is subject to change and/or cancellation by the Bank or the Third Party Mobile Payment Service Provider from time to time without prior notice;

(j) "PIN" means any personal identification number set by the Cardholder or supplied by the Bank or the Third Party Mobile Payment Service Provider from time to time enabling a Cardholder to identify him/herself when using the Credit Card Mobile Payment Services, and includes the "PIN" of a Credit Card as defined in the Cardholder Agreement;

(k) "Statement" shall be defined in the Cardholder Agreement;

(l) "Third Party Mobile Payment App" means the mobile electronic application through which the Third Party Mobile Payment Services may be used on the Mobile Device;

(m) "Third Party Mobile Payment Services" means the electronic payment services offered by a Third Party Mobile Payment Service Provider using Mobile Device;

(n) "Third Party Mobile Payment Service Provider" means a provider of Third Party Mobile Payment Services as the Bank may specify from time to time;

(o) "NFC Smartphone" means a smartphone with NFC capabilities of such types and model as the Bank may designate from time to time; and

(p) "NFC" means a form of technology for contactless communication between devices commonly known as "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 Credit Card Mobile Payment Services. These terms and conditions supplement the Cardholder Agreement and together, they govern the supply and use of the Credit Card 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 shall prevail insofar as the Credit Card Mobile Payment Services are related.

3. Use of Third Party Mobile Payment Services

3.1 The Third Party Mobile Payment App enables the Cardholder to register and activate a Mobile Card. Once a Cardholder has registered a Mobile Card in a Mobile Device, the Cardholder may activate the Mobile Card in the Mobile Device within a prescribed time period. Upon activation, the Cardholder shall be able to use the Third Party Mobile Payment Services with the Mobile Card. The Bank may, at its sole and absolute discretion, accept or reject any request from a Cardholder to register, activate or use a Mobile Card without giving any reasons.

3.2. The Third Party Mobile Payment Services will only be made available to a Cardholder:

- (a) whose Credit Card remains valid and in good standing as determined at the Bank's sole discretion;
- (b) whose Credit Card is accepted by the Bank and the Third Party Mobile Payment Service Provider at their discretion to register a Mobile Card for accessing the Third Party Mobile Payment Services;
- (c) who maintains a Mobile Device; and
- (d) who has requested to register a Mobile Card and has successfully activated the Mobile Card in the Mobile Device.

3.3 The registration, activation and use of the Third Party Mobile Payment Services are subject to the terms and conditions, rules and regulations, service guides or similar documents and materials from time to time specified by the Third Party Mobile Payment Service Provider and other service provider(s) relevant for the provision of the Third Party Mobile Payment Services.

3.4. The Bank does not own, operate or control the Third Party Mobile Payment Services (or any part thereof) and is not responsible for any service (including the Third Party Mobile Payment Services) provided to the Cardholder by the Third Party Mobile Payment Service Provider or any third party engaged, appointed or nominated by the Third Party Mobile Payment Service Provider. The Bank is not responsible for any service (including the Third Party Mobile Payment Services) and/or information provided to the Cardholder by the Third Party Mobile Payment Service Provider or any third party engaged, appointed or nominated by the Third Party Mobile Payment Service Provider.

3.5. All transactions effected through the Third Party Mobile Payment Services by use of a Mobile Card shall be shown in the Statement.

3.6. The use of a Mobile Card for accessing the Third Party Mobile Payment Services is subject to these terms and conditions. By using a Mobile Card for accessing the Third Party Mobile Payment Services, the Cardholder confirms

and agrees to be bound by these terms and conditions, the Cardholder Agreement and each relevant user agreement as specified by the Third Party Mobile Payment Service Provider.

3.7. The Cardholder shall follow the guidance and instructions provided by the Third Party Mobile Payment Service Provider and the Bank to register or activate a Mobile Card to access the Third Party Mobile Payment Services. The Cardholder shall immediately activate the Mobile Card to access the Third Party Mobile Payment Services by such means prescribed by the Bank and/or the Third Party Mobile Payment Service Provider from time to time, including but not limited to entering the verification code received from the Bank. The Cardholder shall be solely responsible for any failure or delay in doing so.

3.8. Notwithstanding any other provisions of these terms and conditions to the contrary, the Third Party Mobile Payment Service Provider shall have the absolute sole discretion to determine the provision of the Third Party Mobile Payment Services to any Mobile Device. The Bank shall have no obligation (in whatsoever nature) to provide, or continue to provide, any Mobile Card for use of the Third Party Mobile Payment Services to any person. The Bank shall have the right to specify or vary from time to time the provision or use of the Third Party Mobile Payment Services, including (but not limited to) the following:

- (a) the type(s) and number(s) of Credit Card(s) to which the Third Party Mobile Payment Services may be made available;
- (b) any limit or currency of transactions carried out via the Third Party Mobile Payment Services;
- (c) any restriction, condition or specification on the availability or use of the Third Party Mobile Payment Services; and
- (d) the type(s) of Mobile Device(s) on which a Mobile Card may be registered, activated or used.

3.9 The Cardholder shall act in good faith at all times in relation to all dealings with the Bank and his/her use of a Mobile Card.

3.10 The Cardholder agrees that he/she shall not use a Mobile Card and/or the Third Party Mobile Payment Services for any illegal purchase and/or purposes.

3.11 The Cardholder shall be solely responsible for all fees, charges, costs and expenses in relation to the Mobile Device, data connection and other ancillary services for the use of the Third Party Mobile Payment Services, and for registering, activating and/or using a Mobile Card for accessing the Third Party Mobile Payment Services.

3.12 The Cardholder may contact the Bank for the registration, activation, suspension, deletion or termination of a Mobile Card. The Bank may direct the

Cardholder's queries to the Third Party Mobile Payment Service Provider if the Bank considers appropriate. The Cardholder may contact the Third Party Mobile Payment Service Provider in relation to the use of the Mobile Device and the Third Party Mobile Payment Services or other related customer services.

3.13 The Third Party Mobile Payment Services enable the Cardholder to select a Mobile Card in the Mobile Device to make (a) contactless payments at merchants' contactless-enabled point-of-sales terminals or readers that accept contactless payments using a Mobile Card; and (b) in-app or other digital commerce payments at merchants participating in the Third Party Mobile Payment Services.

4. Use of the ICBC Card Mobile Payment Services

4.1. The use of the ICBC Card Mobile Payment Services by the Cardholder is subject to these terms and conditions. By using the ICBC Card Mobile Payment Services, the Cardholder confirms and agrees to be bound by these terms and conditions and the relevant Cardholder Agreement.

4.2. The ICBC Card 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 a Mobile Card into his/her 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/her NFC Smartphone.

4.3 For the purpose of installing a Mobile Card, the Cardholder must:-

- (a) log into the latest version of the ICBC Mobile Banking App by using his/her user ID ("the User ID"), and password (the "Password") for identifying him/her for the purposes of the ICBC Mobile Banking Services; and
- (b) activate the ICBC Card Mobile Payment Services via the ICBC Mobile Banking App in accordance with the procedures as the Bank may prescribe from time to time.

4.4. In order to use the ICBC Card 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 ICBC Card 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.

4.5. The Cardholder is strongly recommended to turn on the phone unlock passcode (“Passcode”) function on his/her NFC Smartphone as a security feature of his/her ICBC Card Mobile Payment Services and/or Mobile Card. The Cardholder agrees and accepts that the use of the Passcode on his/her NFC Smartphone is an important security feature of his/her ICBC Card Mobile Payment Services and/or Mobile Card.

4.6. The first Mobile Card linked and installed to a NFC Smartphone is set by default as the principal card of the ICBC Card Mobile Payment Services to effect payment when any transaction is performed. The Cardholder may choose another Mobile Card for the ICBC Card Mobile Payment Services using the ICBC Mobile Banking App. When effecting contactless payment by the ICBC Card Mobile Payment Services, the Cardholder shall ensure that the ICBC Card 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.

4.7. 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 ICBC Card Mobile Payment Services (via the ICBC Mobile Banking App). For the avoidance of doubt, the ICBC Card 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.

4.8. Where a Mobile Card is registered with the Cardholder’s existing Credit Card, the expiry date of a Mobile Card is identical to the expiry date of the relevant existing Credit Card as notified by the Bank, or embossed on the physical card form of the relevant existing Credit Card. The Cardholder may need to link a Mobile Card of any new card to his/her NFC Smartphone for use of the ICBC Card Mobile Payment Services if his/her Credit 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.

4.9. 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 ICBC Card 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 ICBC Card Mobile Payment Services, including but not limited to, the following:

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

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

4.11 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.

4.12 The Cardholder's Credit Card 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 all Mobile Cards and the Mobile Device (including access to the Mobile Device) and keep all Mobile Cards and Mobile Device safely under his/her personal control. Without prejudice and in addition to the provisions of the relevant user agreement and the Cardholder Agreement regarding the security of a Card or PIN, the Cardholder shall also take the following security precautions where reasonably practicable:

- (a) activate the Mobile Card immediately upon registration in the Mobile Device for use of the Credit Card Mobile Payment Services.
- (b) never register or activate a Mobile Card, or use a Mobile Card for the Credit Card Mobile Payment Services with a Mobile Device 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 (including, without limitation, a jail broken or a rooted Mobile Device);
- (c) never permit any other person to use the Mobile Device with Mobile Card for the Credit Card Mobile Payment Services;

- (d) at all times safeguard the Mobile Device with Mobile Card and keep the Mobile Device under the Cardholder's personal control and not permit any other person to use the Mobile Device in any manner;
- (e) never register or activate a Mobile Card in any other person's Mobile Devices, or use a Mobile Card from any other persons' Mobile Device;
- (f) delete all Mobile Cards from the Mobile Device before sale or disposal of the Mobile Device, or passing the Mobile Device to any other person;
- (g) never use any easily accessible personal information (such as telephone numbers or date of birth), or any personal identification number or user code or password that can be easily guessed, or any other person's fingerprint or biometric credentials, for accessing, switching on or activating the Mobile Device and/or the Credit Card Mobile Payment Services;
- (h) never disclose any password or PIN for accessing the Mobile Device and/or the Credit Card Mobile Payment Services to any other person;
- (i) never write down, store or record any password or PIN for accessing the Mobile Device and/or the Credit Card Mobile Payment Services without disguising them or on anything usually kept with or near it;
- (j) safeguard against accidental or unauthorized disclosure of any password or PIN for accessing the Mobile Device and/or the Credit Card Mobile Payment Services, and change the such password and PIN regularly or where necessary;
- (k) keep a customer copy of the sales slips (if available) of transactions effected through the Credit Card Mobile Payment Services and check them against the Statement as soon as reasonably practicable after the Cardholder has received it. The Cardholder must notify the Bank immediately if he/she is aware of any unauthorized transaction, and/or or if he/she objects to any Statement in accordance with the provisions of the Cardholder Agreement;
- (l) notify the Bank of any loss or theft of the Card and/or the Mobile Device with a Mobile Card as soon as reasonably practicable; and
- (m) notify the Bank of any suspected unauthorized transaction or use of a Mobile Card and/or the Credit Card Mobile Payment Services for any unauthorized purpose as soon as reasonably practicable via the designated service hotline.

5.2 Failure to take any security precautions in relation to a Mobile Card, the Mobile Device, or the Credit Card Mobile Payment Services as may be recommended by the Bank and/or the Third Party Mobile Payment Service Provider from time to time shall be at the sole and absolute risk of the Cardholder. The Bank shall, under no circumstances, be held liable for any loss or damages suffered or incurred by the Cardholder arising or resulting therefrom.

5.3 Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Bank by phone to the 24-hour hotline number (852) 2189-5588 of the Bank and thereafter confirm the same in

writing within 24 hours or such other period as the Bank may prescribe from time to time:

- a. loss and/or theft of the Credit Card or the Mobile Device;
- b. unauthorized or any suspected unauthorized use of a Mobile Card and/or the Credit Card Mobile Payment Services; and/or
- c. suspicion of any counterfeit or fraud transactions using a Mobile Card and/or the Credit Card Mobile Payment Services.

The Cardholder shall report the relevant event to the police and shall submit to the Bank satisfactory documentary evidence of such police report as soon as reasonably practicable.

6. Cardholder' s liability

6.1 The Cardholder is solely responsible for ensuring that the Mobile Device and other equipment are compatible with and capable of supporting the registration, activation and use of a Mobile Card and the Credit Card Mobile Payment Services.

6.2 Provided that the Cardholder has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 5.1 and reporting loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Credit Card Mobile Payment Services in accordance with Clauses 5.2 and 5.3 in a timely manner), the Cardholder shall not be responsible for the loss and damage incurred:

- (a) for any unauthorized transactions made after the Cardholder has duly notified the Bank of the loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Credit Card Mobile Payment Services;
- (b) when faults have occurred in the terminals or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
- (c) when transactions are made through the use of a counterfeit Credit Card.

6.3 Subject to Clause 6.4 and provided that the Cardholder has acted in good faith, with due care and in a timely manner, the liability of the Cardholder for loss, theft or unauthorized use of the Mobile Device, Mobile Card and/or the Credit Card Mobile Payment Services shall not exceed the maximum from time to time prescribed by the applicable law, regulatory directive and/or applicable clause(s) under the Cardholder Agreement.

6.4 Notwithstanding anything contained herein to the contrary, the Cardholder shall be fully liable for all losses and damages arising out of or in connection with the loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Credit Card Mobile Payment Services if:

(a) the Cardholder has acted fraudulently or with gross negligence or has failed to comply with or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Credit Card Mobile Payment Services including to report to the Bank and the police in accordance with Clauses 5.2 and 5.3; or

(b) if the unauthorized use of a Mobile Card and/or the Credit Card Mobile Payment Services involve(s) access to the Mobile Device with or without the Cardholder's knowledge.

The Cardholder agrees to indemnify and keep the Bank fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.

6.5 The Cardholder accepts full responsibility for any non-compliance or violation of any provision of these terms and conditions and undertakes and agrees to fully indemnify the Bank for any loss, damage, claim, interest, conversion, any other financial charge that the Bank may incur and/or suffer as a result of any such non-compliance or violation on the part of the Cardholder.

7. Fees and charges

All fees, charges and interest payable by the Cardholder under these terms and conditions are more particularly set out in and shall be paid according to the Fees Schedule as the Bank may issue and revise from time to time. The Bank reserves the right to charge a fee which may be debited to the Credit Card account in respect of a Mobile Card in such amount(s) as specified by the Bank from time to time. For the avoidance of doubt, the Cardholder shall bear any fees and charges which may be imposed by any mobile network operator for using a Mobile Card or Mobile Device or by any other third parties in relation to the use of the Credit Card Mobile Payment Services.

8. Deleting the Mobile Card

In case of malfunction of a Mobile Card, the Cardholder shall immediately delete the relevant Mobile Card(s) for use of the Credit Card Mobile Payment Services from the Mobile Device.

9. Limitation on liabilities

9.1 Under no circumstances shall the Bank be responsible for any direct or indirect loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of a Mobile Card or other devices provided by the Bank and other related services offered by the Bank, or the Third Party Mobile Payment Services provided by the Third Party Mobile Payment Service Provider, or any goods and services obtained by the

Cardholder through the Credit Card Mobile Payment Services, subject however to Clause 6.2 and except to the extent that any such loss or damage is attributable to the fraud, gross negligence or wilful default on the part of the Bank.

9.2 The Bank shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Bank in the course of performing its obligations hereunder to the Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control.

9.3 The Third Party Mobile Payment Services are provided by a Third Party Mobile Payment Service Provider. The Bank is not responsible for the quality or performance of the Third Party Mobile Payment Services. No warranty, whether express or implied, is given by the Bank in relation to the Third Party 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.

9.4 The Bank is not responsible for any loss or damage or virus to the Cardholder's computer, Mobile Device or any other relevant device or equipment, or any software or data (including loss or damage to or non-performance of any other applications installed or to be installed in any of the aforesaid) that may be caused by the registration, activation or use of a Mobile Card and the Credit Card Mobile Payment Services or any part thereof.

10. Disclosure

10.1 The Cardholder authorizes the Bank to collect, disclose, handle and use any information relating to the Cardholder, the Mobile Device for use of the Credit Card Mobile Payment Service , any transactions effected through the Credit Card Mobile Payment Services and the use of the Credit Card Mobile Payment Services by the Cardholder (collectively "Customer Data") in accordance with the Data Notice (as defined in the Cardholder Agreement), Privacy Policy Statement or such other document(s) issued under whatever name from time to time by the Bank relating to its general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time).

10.2 The Bank may collect and store the unique identifier of the Cardholder's Mobile Device (ie secure element chipset identifier or device identifier), the type of Mobile Device and/or the Mobile Card number to check against the eligibility requirements of the Credit Card Mobile Payment Services for the purpose of the issuance and maintenance of a Mobile Card. A Cardholder who does not allow the Bank to use any such information in the above manner may not be able to register, activate or use a Mobile Card.

11. Termination and suspension of Mobile Card for the Credit Card Mobile Payment Services

11.1 The Cardholder may terminate the use of Mobile Card for the Credit Card Mobile Payment Services and these terms and conditions by deleting the relevant Mobile Card for use of the Credit Card Mobile Payment Services from the Mobile Device or in such other manner as specified by the Bank from time to time provided that the Cardholder shall remain liable for all transactions effected through the Credit Card Mobile Payment Services notwithstanding such termination until all sums due under the Credit Card account (whether or not posted to the Credit Card account) are paid in full and duly comply with the Bank's requirements. Clause 7 and any other provisions relating to fees and charges shall survive termination of these terms and conditions.

11.2 The Cardholder may suspend, report loss or terminate the use of Mobile Card for the Credit Card Mobile Payment Services or report loss of such Mobile Device in such manner as specified by the Bank from time to time.

11.3 Upon deletion or termination of a Mobile Card for the Credit Card Mobile Payment Services (whether by the Cardholder or the Bank), the Cardholder shall, at his/her own costs, delete the relevant Mobile Card from the Mobile Device or in such manner as the Bank or the Third Party Mobile Payment Service Provider may direct. The Cardholder shall continue to be liable for the use of the Credit Card Mobile Payment Services via the relevant Mobile Card and all charges arising therefrom notwithstanding the deletion or termination of the relevant Mobile Card. No request to terminate the use of the relevant Mobile Card shall be effective unless and until the relevant Mobile Card is deleted or otherwise terminated or disposed of in such manner as the Bank or the Third Party Mobile Payment Service Provider may direct.

11.4 The Bank may at any time with or without notice or cause, cease to subscribe to the Credit Card Mobile Payment Services (or any part thereof) and/or any services offered thereunder and/or disapprove any transaction proposed to be effected thereby without giving any reason. The Bank may further at any time with or without notice or cause, suspend, de-register, cancel and/or terminate a Mobile Card without giving any reason.

11.5 For the avoidance of doubt, upon expiration, cancellation or termination for any reason of a Card to which the Credit Card Mobile Payment Services is made available, the Credit Card Mobile Payment Services shall also be automatically terminated at the same time.

12. Amendment

12.1 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 take effect.

12.2 The Cardholder will be bound by any amendments to these terms and conditions if he/she continues to use or maintain any Mobile Card on or after the effective date of the amendments. If the Cardholder does not accept any such amendments, he/she should cancel all of his/her Mobile Cards (with or without cancelling the relevant physical card form or the relevant digital card account number of the respective Credit Card) before the effective date of the amendments.

13. Third Party Rights

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

14. Law and Language

14.1 These terms and conditions shall be governed by and construed in accordance with the Hong Kong law, and the Cardholder agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

14.2 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.

14.3 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.

14.4 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 (852)21895588.