

Terms and Conditions - Internet Banking Service

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 Services Register Number is 222030.

1. General

- 1.1 These terms and conditions are supplementary to the main terms and conditions for operating a bank account with ICBC(London) plc. and should be read in conjunction with them and any other terms and conditions provided in respect of specific products. You must agree to these supplementary terms and conditions before using Internet Banking Service with ICBC (London) plc. By accepting our terms and conditions you are requesting us to add all your accounts, including joint accounts, to the Internet Banking Service. See Clause 7.2 below.
- 1.2 References to 'you', 'your' and 'yours' are references to the person requesting the Internet Banking Service.
References to 'we' 'us' and 'our' are references to ICBC (London) plc. The 'Internet Banking Service' is the service provided by us to you which is described in the Terms by which you may access information and give us Instructions in respect of certain of your accounts with us.
The 'Terms' means these terms and conditions and any supplementary terms and conditions which we notify you of under Clause 1.4 below, as amended from time to time.
The 'Operation Guide' means the guidance and information set out on screen in the 'User Guide' or 'Help' pages of the Internet Banking Service and all other guidance issued by us in connection with the Internet Banking Service, as amended from time to time.
The 'Contract' means the contract entered into between us and you when you accept the Terms in accordance with Clause 1.3 below and we acknowledge your acceptance of the Terms.
An 'Instruction' is any request or instruction to us, which is effected through the Internet Banking Service by use of the security codes/tokens which have been issued to you in connection with the Internet Banking Service.
- 1.3 The Terms will be accepted by you when you apply at the branch for the Internet Banking Service. In addition, you agree that any use by you of the Internet Banking Service shall constitute your acceptance of the Terms.

We recommend that you store or print off a copy of the Terms for your records.

2. Internet Banking Services

ICBC (London) plc. will make the following services available to you via the internet:

- Account enquiries enabling you to check your account balance, see which cheques have been paid and check and download your account statement
- Transfers between your accounts with ICBC (London) plc.
- Send us instructions to make payment within UK.
- Send us instructions an overseas remittance
- Maintain and amend fixed deposit accounts including sending us instructions on rolling over or amending a deposit.
- You may not currently apply to open a new account on-line. If you wish to open a new or additional account please contact your branch by a personal visit.

3 Processing your Instructions

- 3.1 You request and authorise us to
- (a) rely and act upon all apparently valid instructions as being properly authorised by you, even if they may conflict with any other mandate given at any time concerning your accounts or affairs and
- (b) debit your accounts with any amounts we have paid or incurred in accordance with any Instructions.
- 3.2 An instruction will only be accepted by us if it has been made through the Internet Banking Service using your password and, if appropriate, your token card. We may make further checks as to the authenticity of an instruction.
- 3.3 You agree that we can act on any Instructions given to us through the Internet Banking Service including deducting money from your account even if these instructions were not authorised by you. However, your liability for transactions or instructions which have not been authorised by you will be limited in the way set out in Clause 5 below.
- 3.4 We may refuse to act on an Instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect a breach of security. Please refer to the Operation Guide for details of the limits imposed upon transactions carried out through the Internet Banking Service.

- 3.5 We are not liable for any failure, delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our instructions to them howsoever caused.
- 3.6 We may suspend any service provided to you under the Internet Banking Service without notice where we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security or we need to suspend the Internet Banking Service for maintenance or other reasons.
- 3.7 We will use reasonable efforts to inform you without undue delay through the Internet Banking Service, and/or our web site(s) if any service under the Internet Banking Service is not available.
- 3.8 We will make reasonable efforts to modify, not process or delay processing any Instruction where you request us to do so but we shall not be liable for any failure to comply with such a request unless it is due to our failure to make reasonable efforts to do so.
- 3.9 You must make sure that any Instruction is accurate and complete and we are not liable if this is not the case.
- 3.10 A transaction being carried out is not always simultaneous with an Instruction being given. Some matters may take time to process and certain Instructions may only be processed during normal banking hours even though the Internet Banking Service may be accessible outside such hours. Please refer to the [Operation Guide](#) for details of the cutoff time for transactions available to be carried out through the Internet Banking Service.

4 Your security duties

- 4.1 You agree to comply with these Terms and any security procedures mentioned in them.
- 4.2 You must keep your user name and password, and any other security codes/tokens you are given relating to an account with us, secure and secret at all times. You must take care to ensure that no unauthorised use is made of them:
- never write or otherwise record your user name, personal identification number (PIN) or password in a way that can be understood by someone else;
 - never tell the pin or password to anyone else;
 - avoid setting a pin or password which may be easy to guess such as telephone numbers and dates of birth etc;
- 4.3 To sign on to Internet Banking Service for the first time you must visit one of our branches where you will be asked to enter a six digit PIN into a

keypad. You must keep this PIN secret and not mention it to anyone including our staff. The first time you log on to Internet Banking Service from your own computer you will be prompted to replace the PIN with a password of your choice and you may also change your user name. You must keep this password secret at all times.

- 4.4 You will be provided with a 'token card' for use when you want to transfer money out of your account. Keep this card safe at all times and do not allow others to use it.
- 4.5 Once you have logged on to the Internet Banking Service, you must not leave the terminal or other device from which you have accessed the Internet Banking Service at any time or let anyone else use it until you have logged off the Internet Banking Service. You will be responsible for ensuring that you have logged off the Internet Banking Service at the end of any session.
- 4.6 You must tell us immediately of any unauthorised access to the Internet Banking Service or any unauthorised transaction or instruction which you know of or suspect or if you suspect someone else knows your log-on details or if you have lost your token card. Contact the Internet Banking Service helpdesk on [020 7397 8868/3230](tel:02073978868). You must also change your password immediately to a sequence of numbers and letters that you have not used before. We will need you to cooperate with us and the police in trying to recover any losses. We may disclose information about you or your account to the police or other authorities if we think it will help prevent or recover losses.
- 4.7 You agree to check carefully your records of transactions and statements of accounts and inform us immediately of any discrepancy.

5 Your liability for unauthorised transactions

- 5.1 You will be responsible for all losses (including the amount of any transactions carried out without your authority) if you have acted without reasonable care so as to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this Clause 5 acting without reasonable care shall be deemed to include failure to observe any of your security duties referred to in these Terms.
- 5.2 Once you have notified us of any unauthorised access to the Internet Banking Service or unauthorised transactions or that you suspect that someone else knows your Security Number, you will not be responsible for any unauthorised Instructions carried out after we have had reasonable time to suspend the Internet Banking Service in respect of your account(s) unless we have found that you have acted fraudulently.
- 5.3 We will refund you the amount of any transaction carried out in accordance with any Instruction where your Security Number has been used without your authority, other than in the circumstances set out in Clause 5.1 above.

Where we are liable for any unauthorised transaction, we will credit your account with any money lost up to the amount of the transaction, and any related interest and charges. We will have no further liability to you.

6 Our liability to you

6.1 We will take reasonable care to ensure that any information provided to you by the Internet Banking Service is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the product and circumstances beyond our control, we do not warrant that the information provided by the Internet Banking Service is accurate or error free. Some of the information available through the Internet Banking Service may be identified on the screens or in the Operation Guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions

6.2 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for

- any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Internet Banking Service or
- any services through which you access the Internet Banking Service or which you access through the Internet Banking Service which are not controlled by us.

6.3 We shall not be liable to you for any losses you suffer due to any event or circumstances beyond our reasonable control which leads to the Internet Banking Service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure. You may be able to reduce your losses by telephoning us instead.

7 Account types

7.1 Not all accounts may be accessed under the Internet Banking Service. For details of accounts on which the Internet Banking Service is currently available please refer to the Operation Guide.

7.2 You authorise us to add all accounts (including joint accounts) that you hold with us now or in the future, which are available on the Internet Banking Service, to the Internet Banking Service.

8 Internet banking records and transaction terms

8.1 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Internet Banking Service.

8.2 You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer

8.3 Where you give us an Instruction or request a transaction through the Internet Banking Service these Terms will apply in addition to the existing terms in respect of your dealings with us either in respect of particular accounts or products or generally. In the event of any inconsistency these Terms will take precedence.

9 Copyrights, trademarks and copying materials

9.1 Please note that ICBC and our logo



are registered trademarks.

9.2 We own all copyrights for our internet web site(s) through which you access the Internet Banking Service and all trademarks and other materials used on it.

10 Information about you

Full details of how we process your personal data can be found in your General Terms and Conditions, which are available on our website (www.icbc.london.com).

11 Fees, supplementary terms, changes to and termination of the contract and site

11.1 You are liable for any telephone charges and any charges made by your Internet Service Provider as a result of the use by you of the Internet Banking Service.

11.2 Please see our tariff for details of our charges. There are no additional charges made for using the Internet Banking Service and in some instances charges may be lower than using our branch. We do not make any charges for your using some of our Internet Banking Service, although we reserve the right to do so in the future. However, before any such charges are made we will give you 60 days notice personally by post, email or other means before we make the change and without giving us any notice, you may, at any time up to 60 days from the date we tell you of the change, terminate this Contract. If you choose to continue using the Internet Banking Service after the charges take effect you authorise us to debit any of your accounts

with such charges.

- 11.3 The site(s) or screens through which you access the Internet Banking Service are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- 11.4 We may modify these Terms and Conditions from time to time. If the change is to your disadvantage we will give you 60 days notice personally by post, email or other means before we make the change and, without giving us any notice, you may, at any time up to 60 days from the date we tell you of the change, terminate this Contract. You will not have to pay any additional charges during this period. We may make any other changes immediately and tell you about it within 30 days.
- 11.5 You may terminate this Contract at any time if you change your mind. This will not affect any rights or liabilities accruing to either party before this Contract is terminated. Unless there are exceptional circumstances, for example you are in material breach of the Terms, we will give you at least 30 days notice prior to terminating this Contract.

12 Virus

You are responsible for installing anti virus software on your computer. We will not be liable for any losses or damages to your data, software, computer, telecommunications or other equipment caused by computer viruses unless such losses or damages are directly and solely caused by our negligence or deliberate default.

13 Agency, notices and law

- 13.1 We may at any time appoint one or more agents to provide all or any part of the Internet Banking Service and references to 'we', 'us' or 'our' will include references to such agents.
- 13.2 All notices to be given by us to you under the Terms (including any amendments to the Terms) may, subject to the requirements of clause 10 above be given in writing or by email or electronically through the Internet Banking Service. All such notices will be deemed to have been received by you:
- In the case of posting, 5 days from dispatch to the last address provided by you;
 - In the case of notification by email or e-message, 5 days from dispatch of the email or e-message;
 - In the case of notification through the Internet Banking Service, 5 days from the posting of the notice on the Internet Banking Service.

- 13.3 If we do not deliver the standard of service you expect, or if you think we have made a mistake please let us know and we will try to resolve matters. However, if you remain dissatisfied and would like further information on our process for resolving complaints please ask us for our explanatory leaflet or for details of the Financial Ombudsman's service.
- 13.4 If any part of the Terms proves to be unenforceable in any way, this will not affect the validity of the remaining Terms in any way. Any relaxation by us of any of the Terms from time to time does not affect our right to enforce the Terms strictly at any time.
- 13.5 The Contract is governed by and it is to be interpreted in accordance with the laws of England and Wales.

14 Regulators and Financial Services Compensation Scheme

ICBC (London) plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is listed on the Financial Services Register of authorised firms. Your eligible deposits with ICBC (London) plc are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit protection scheme. Any deposits you hold above the £85,000 limit are not covered. Please ask for further information or visit www.fscs.org.uk.