

Terms and Conditions for Digital Banking Services

This Terms & Conditions apply to ICBC (London) plc and the Industrial and Commercial Bank of China Limited, London Branch (collectively referred to herein as ‘the Bank’).

1. These Terms and Conditions

- 1.1 These Terms and Conditions are supplementary to the General Account Terms and Conditions for holding and operating an account with the Bank. These Terms should be read in conjunction with the General Account Terms and Conditions, which are applicable to the Digital Banking Services, and any other Terms and Conditions provided in respect of specific products. You must agree to these supplementary Terms before using any Digital Banking Service with the Bank.
- 1.2 The Terms are deemed to be accepted by you when you apply for a Digital Banking Service. In addition, you agree that any use by you of a Digital Banking Service shall constitute your acceptance of the Terms.
- 1.3 By applying for a Digital Banking Service you authorise us to apply these services to all accounts that you hold with us now or in the future, for which the Digital Banking Services are available. Please refer to the Operation Guide for more details.

2. Definitions

- ‘Authorised Device’ refers to a device (such as smartphone or tablet) that you have registered and authorised with us for accessing the Mobile Banking Service and/or utilizing the E-Token.
- The ‘Contract’ means the contract entered into between us and you when you accept the Terms in accordance with Clause 1.3 above and we acknowledge your acceptance of the Terms.
- The ‘Digital Banking Services’ are the services provided by us to you as described in the Terms, enabling you to access information and submit electronic Instructions in respect of certain of your accounts with us. The services include the following:
 - a. the Internet Banking Service;
 - b. the Mobile Banking Service; and
 - c. the E-Token Service.
- The ‘E-Token Service’ refers to the electronic security authentication feature outlined in Clause 3.3, designed for verifying designated transactions within the Digital Banking Services, as described in these Terms and in the Operation Guide.
- An ‘Instruction’ is any request or instruction to us, which is effected through the Digital Banking Services by use of the security codes/tokens which have been issued to you in connection with the Digital Banking Services.
- The “Internet Banking Service” is the web-based service outlined in Clause 3.1

provided by us to you, as described in these Terms and in the Operation Guide.

- The 'Mobile Banking Service' is a mobile application-based service outlined in Clause 3.2 by which you may, on an Authorised Device, view information on your accounts and use the E-Token, as described in these Terms and in the Operation Guide.
- 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/or Mobile Banking Service and all other guidance issued by us in connection with the Internet Banking Service and/or Mobile Banking Service, as amended from time to time.
- 'Security Devices' collectively refer to all usernames, passwords, PINs, electronic tokens (physical or digital), and any other security codes or access procedures that we may designate from time to time to facilitate access to the Digital Banking Services.
- The 'Terms' means these Terms and Conditions and any supplementary Terms and Conditions which we notify you of, as amended from time to time.
- References to 'you', 'your' and 'yours' are references to the account holder of an account with the Bank requesting the Digital Banking Services.
- References to 'we' 'us' and 'our' are references to the Bank.
- Capitalised expressions used in these Terms which are defined in the General Account Terms and Conditions shall have the meaning given in the General Account Terms and Conditions.

3. Digital Banking Services

3.1 Internet Banking

3.1.1 The Bank will make the following services available to you via the internet:

- Account enquiries enabling you to check your account balance and check and download your account statement.
- Sending us Instructions to transfer funds between your accounts with the Bank.
- Sending us Instructions to make a payment within UK.
- Sending us Instructions to make an overseas remittance.
- Enabling certain Instructions regarding the maintenance of your fixed deposit accounts, including sending us Instructions to roll over or amend the basis of such deposits, as permitted by the relevant product terms.

3.2 Mobile Banking Service

3.2.1 The Mobile Banking Service provides you with access to certain banking services via our mobile application on an Authorised Device. Subject to eligibility and as described in the Operation Guide, the Mobile Banking Service may be used to:

- view balances and the transaction history for eligible accounts;
- view the status of transactions and payments initiated by you (or an authorised user) through the Internet Banking Service or such other channels as we may specify from time to time; and
- access and use the E-Token to approve or authorise transactions initiated via the Internet Banking Service or other specified channels.

3.2.2 The scope, features and availability of the Mobile Banking Service may be modified, expanded or reduced by us from time to time. We may also prescribe cut-off times and limits for particular functions, such as the maximum number of Authorised Devices or E-Tokens that may be registered.

3.2.3 The Mobile Banking Service serves as an additional access channel and does not replace other banking channels.

3.2.4 You cannot initiate any payments, transfers or other debit transactions through the Mobile Banking Service. Such transactions must be initiated via the Internet Banking Service and/or by using the E-Token, or such other channels we may designate from time to time. The Mobile Banking Service may only be used (i) as a view-only platform for your accounts and (ii) as a means to approve or authorise transactions using the E-Token.

3.3 E-Token Service

3.3.1 The E-Token is an electronic security mechanism integrated into the Mobile Banking Service, offering a level of security protection. It serves as an authentication method for specified transactions within your Digital Banking Services.

3.3.2 Once successfully activated on an Authorized Device following our procedures, the E-Token can be used to generate transaction authentication codes for approving or authorizing transactions initiated by you through the Internet Banking Service or other specified channels.

3.3.3 If you have activated the E-Token, we may permit you to use it in place of a physical token for specified transactions.

3.3.4 You may cancel or deregister your E-Token by following the steps in the Mobile Banking Service or by contacting us. Cancelling the E-Token may impact your ability to perform certain transactions that require strong customer authentication.

4. Processing your Instructions

4.1 You request and authorise us to:

4.1.1 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

4.1.2 debit your accounts with any amounts we have paid or incurred in accordance with any

Instructions.

- 4.2 An Instruction will only be accepted by us if it has been made through the Digital Banking Service using your password and, if appropriate, your E-Token or other Security Devices. Such an Instruction shall for the purposes of the General Account Terms & Conditions be treated as a valid instruction by the account holder for the execution of a payment order or other administrative action, as relevant. We may make further checks as to the authenticity of an Instruction.
- 4.3 You agree that we can act on any Instructions given to us through the Digital 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 6 below.
- 4.4 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 Digital Banking Service.
- 4.5 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.
- 4.6 We may suspend any service provided to you under the Digital 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 Digital Banking Service for maintenance or other reasons.
- 4.7 We will use reasonable efforts to inform you without undue delay through the Digital Banking Service, and/or our web site(s) if any service under the Digital Banking Service is not available.
- 4.8 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 or where a cut-off point for taking such action has been reached.
- 4.9 You must ensure that any Instruction is accurate and complete and we are not liable if this is not the case.
- 4.10 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 Digital Banking Service may be accessible outside such hours. Please refer to the Operation Guide for details of the cut off time for transactions available to be carried out through the Digital Banking Service.

5. Your security duties

- 5.1 You agree to comply with these Terms and any security procedures mentioned in the Operation Guide.
- 5.2 You must keep your Security Devices, including 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, for example such as telephone numbers and dates of birth;
 - Keep any physical token and Authorised Devices safe and under your control

at all times.

- 5.3 You must not use the Mobile Banking Service or E-Token on devices or operating systems which have been modified outside the manufacturer's or operating system provider's support (for example "jailbroken" or "rooted" devices). You assume all risks associated with using the Digital Banking Services on such devices and we are not responsible for any resulting loss.
- 5.4 You will be provided with an electronic token for use when you need to log in to the Internet Banking Service and transfer money out of your account. Where you activate the E-Token on an Authorised Device, you may also use this for authentication of designated transactions. You must keep any physical token and any Authorised Device on which the E-Token is registered safe at all times and not allow others to use them. It shall be your responsibility to allocate and oversee access to and use of electronic tokens, Security Devices and Authorised Devices within your organisation and the Bank shall have no responsibility to monitor or validate the use of such devices by particular persons and shall be entitled to rely on instructions and information provided through them.
- 5.5 Once you have logged on to the Digital Banking Service, you must not leave the terminal or device unattended at any time, nor should you allow anyone else to use it until you have logged off. You are responsible for ensuring that you log out of the Digital Banking Service at the end of each session.
- 5.6 You must inform us immediately if there is any unauthorized access to the Digital Banking Service, any unauthorized transaction or instruction that you are aware of or suspect, if you believe someone else knows your log-on details, or if you have lost your token card. Please contact the Digital Banking Service helpdesk at 020 7397 8888. You should also change your password right away to a new sequence that includes both numbers and letters and that you have not used previously. You must follow our instructions we give you, which may include cancelling the E-Token or de-registering an Authorised Device. We will require your cooperation with us and the police in efforts to recover any losses. We reserve the right to disclose information about you or your account to the police or other authorities if we believe it will aid in preventing or recovering losses.
- 5.7 You agree to carefully check your records of transactions by reviewing the statements of accounts and to inform us immediately of any discrepancy.

6. Your liability for unauthorised transactions

- 6.1 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, with gross negligence. For the purposes of this Clause 6 acting without reasonable care shall be deemed to include failure to observe any of your security duties referred to in these Terms.
- 6.2 Once you have notified us of any unauthorised access to the Digital 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 Digital Banking Service in respect of your account(s) unless we have found that you have acted fraudulently.

7. Our liability to you

- 7.1 We will take reasonable care to ensure that any information provided to you by the Digital 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 Digital Banking Service is accurate, up to date or error free. Some of the information available through the Digital 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.
- 7.2 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 Digital Banking Service; or
 - any services through which you access the Digital Banking Service or which you access through the Digital Banking Service which are not controlled by us.
- 7.3 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 Digital Banking Service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes, other industrial action (whether or not involving our employees), acts of terrorism, natural disasters, communications or power failure. You may be able to reduce your losses by telephoning us instead or using alternative channels.
- 7.4 We do not guarantee that the Digital Banking Services or any related software are free from computer viruses or other harmful components. You are responsible for installing and maintaining appropriate anti-virus software and other security measures on your computer and other devices. We will not be liable for any losses or damage to your data, software, computer, telecommunications, or other equipment caused by computer viruses or other harmful components, unless such losses or damage are directly and solely caused by our negligence or wilful misconduct.
- 7.5 Without prejudice to any additional limitations set out under the General Account Terms and Conditions on the Bank's liability to you in respect of the provision of its services or your accounts to you, our total liability to you in connection with the Digital Banking Services shall be limited to direct and reasonably foreseeable loss or damage arising solely and directly from our negligence, fraud, or wilful misconduct. We shall not be liable for any indirect, special, incidental, or consequential losses, including but not limited to loss of profit, business, or goodwill, except where such exclusion or limitation of liability is prohibited by law.

8. Digital banking records and transaction terms

- 8.1 Our records, unless shown to be wrong, will be conclusive evidence of your dealings with us in connection with the Digital Banking Services.
- 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 Digital 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, including the General Account Terms and Conditions. In the event of any inconsistency these Terms shall prevail with respect to the Digital Banking Services.

9. Copyrights, trademarks and copying materials

- 9.1 Please note that Industrial and Commercial Bank of China Limited London Branch and ICBC (London) plc our logos are registered trademarks.



- 9.2 We hold all copyrights for our internet websites and mobile applications that provide access to the Digital Banking Services, as well as all trademarks and related materials displayed on them.

10. Data Protection

- 10.1 We respect individuals' rights to privacy and to the protection of personal data, and we are committed to processing your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and other applicable data protection laws.
- 10.2 We process personal data in accordance with our Privacy Notice, which is accessible on our website:
https://v.icbc.com.cn/userfiles/Resources/ICBC/haiwai/ICBCLondon/download/2024/ICBC_Customer_Privacy_Notice_2024.pdf

11. Maintenance & Availability

- 11.1 It may be necessary or desirable for security reasons, maintenance, upgrades or other reasons to:
- 11.1.1 make certain or all of the Banking Services unavailable to you through some or all of Internet / Mobile Banking; and /or
 - 11.1.2 delay implementation of any new Banking Services; and/or
 - 11.1.3 withdraw, replace or reissue any Security Device and/or any other authorisation process; and/or
 - 11.1.4 change authentication procedures or processes for accessing Internet/ Mobile Banking service.
- 11.2 While we will use reasonable endeavours to minimise any inconvenience caused to you, these events listed in 11.1 may occur and we have no liability to you if they do.

12. Fees and Charges

- 12.1 We will not charge you to use our Digital Banking service, however, charges do apply for using certain services and these are set out in the Tariff of Charges. You agree to pay charges we may levy in accordance with the Tariff of Charges and agree that these may be debited against the appropriate Account(s) you specified when you applied for the Digital Banking Service.
- 12.2 We reserve the right to impose charges in the future. Where mandated by law or regulation,

we will provide you with at least the minimum required notice period prior to introducing or increasing any such fees. Should you opt to continue using the Digital Banking Services after the charges become effective, you authorize us to deduct these fees from any of your accounts.

- 12.3 You are responsible for any telephone fees and charges incurred from your Internet Service Provider due to your use of the Digital Banking Service.
- 12.4 You are required to pay any applicable taxes (including, where relevant, value added tax) on fees and charges in addition to the fees and charges themselves, as mandated by law.

13. Changes to and termination of the Contract

- 13.1 The site(s) or screens through which you access the Digital 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.
- 13.2 We may update these Terms in accordance with the relevant provisions in the General Account Terms and Conditions.
- 13.3 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. In the event that you are in material breach of the Terms, or we deem that the continuance of this Contract would result in us violating or being at risk of violating any laws or regulation, or your conduct makes it impossible for us to continue providing you with Digital Banking Services under this Contract, we reserve the right to terminate this Contract immediately without providing reasons. In all other circumstances, we will make reasonable efforts to provide you at least 2 months' notice prior to terminating this Contract.