

Digital Wallet Terms and Conditions
(“Digital Wallet Terms”)

The following terms and conditions govern the use of Cardholder’s ICBC Credit Card (“**Card**”) when it is added to a Digital Wallet (“**Digital Wallet**”). The Digital Wallet includes Apple Pay or any other service which allows the use of the Card in an electronic format for use with a Digital Wallet without presenting the physical Card (“**Digitised Card**”). The use or continue usage of the Digital Card on the Digitised Wallet by the Cardholder will constitute the Cardholder’s agreement to accept and be bound by the following terms and conditions.

The following terms and conditions are to be read together with the Bank’s Account Terms and Conditions (“**Account Terms**”) and Credit Card Cardholder Agreement (“**Cardholder Agreement**”). The following terms prevail if there are any inconsistencies only in respect of the Digital Wallet services.

1. Definitions

a) In these terms and conditions:

“Cardholder” shall be defined in the Credit Card Cardholder Agreement;

“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;

“Card Account” refers to any account in respect of the Credit Card;

“Credit Card” means Credit Card issued by the Bank, including any Supplementary Credit Card and Digitised Credit Card;

“Digitised Card” means an electronic format of the Card enrolled and stored in Cardholder’s Mobile Device to effect transactions at applicable terminals;

“Digital Wallet” means the electronic payment services offered by a third party Digital Wallet Provider using the Cardholder’s Mobile Devices;

“Digital Wallet Provider” means a provider of the electronic payment services using the Cardholder’s Mobile Device as the Bank may specify from time to time;

“Mobile Device” means a designated and eligible electronic device, prescribed by the Bank or the Digital Wallet Provider to support the use of Digital Wallet and Digitised Card. The type of model of eligible Mobile Device is subject to change or cancellation by the Bank or the Digital Wallet Provider from time to time without prior notice;

“PIN” means any personal identification number set by the Cardholder or supplied by the Bank or the Digital Wallet Provider from time to time, enabling a Cardholder to identify him/herself when using the Digital Wallet, and includes the “PIN” of a Credit Card as defined in the Cardholder Agreement; and

“Statement” shall be defined in the Credit Card Cardholder Agreement.

2. Eligibility

- a) Digital Wallet shall be made available to Cardholders whose physical Card has been activated and remains valid and in good standing as determined at the Bank’s discretion and whose Card is accepted by the Bank and Digital Wallet Provider at their discretion to enrol the Card to access Digital Wallet.
- b) Cardholders may enrol his/her Card to be a Digitised Card for a Digital Wallet by following the instructions of the Digital Wallet Provider. The Cardholder acknowledges that the Digital Wallet Provider has the right to decline the enrolment of a Card or to suspend or delete or reactivate a Digitised Card enrolled with the Digital Wallet. The Bank shall not be liable if Cardholders are unable to enrol a Card on a Digital Wallet for any reason.

3. Use of Digitised Card

- a) Digital Wallet enables Customers to digitise their physical Card on their Mobile Devices, so that Cardholders can use their Mobile Devices to make contactless payments at Merchants’ contactless-enabled point-of-sales terminals that accept contactless payments or for in-app commerce payments.
- b) The Digitised Card can be used for contactless payment transactions, strictly for amount which does not exceed the Card Limit (as defined in the Cardholder Agreement), or such other limit as may be determined by the Bank from time to time at the Bank’s discretion. For the avoidance of doubt, the Digitised Card shall share the same credit limit as the physical Card.
- c) Cardholder shall be deemed to have authorised all payment transactions for Merchant’s products or services through Digital Wallet once their Digital Wallet or Digitised Card is placed near a Merchant’s contactless enabled point-of-sale terminals/reader or Cardholder used the Digitised Card for any in-app purchases.
- d) The Bank has the right to specify or vary from time to time the provision or use of the Digital Wallet services, including but not limited to the following:
 - (i) The types and numbers of Cards to which the Digital Wallet services may be made available;
 - (ii) The limit or currency of transactions carried out via the Digital Wallet services; and
 - (iii) Any restriction, condition or specification on the availability or use of the Digital Wallet Services.

4. Acknowledgement and Agreement

- a) Cardholder agrees to act in good faith at all times in relation to all dealings with the Bank and the usage of the Digitised Wallet and Digitised Card.
- b) Cardholder shall abide by all applicable laws and/or regulations in its use of the Digital Wallet and Digitised Card. The Cardholder shall not use or knowingly use the Digital Wallet and Digitised Card for or in connection with any illegal purpose or activity. Cardholder undertakes to indemnify the Bank in respect of any loss, damage or expense arising from the improper use of the Digital Wallet and Digitised Card.
- c) Cardholder accept the risks that by enrolling his/her Card on Mobile Devices, it may lead to unauthorised contactless transactions or in-app payment transactions, and Cardholder shall be solely liable for all transactions made thereof, notwithstanding that Digital Wallet or Digitised Card may have been used by any other person, without Cardholder's knowledge or authority. Cardholder acknowledges and understands that the Bank does not assume any liability or responsibility, loss, damages, costs and/or expenses whatsoever caused to the Cardholder by such unauthorised transactions.
- d) Cardholder agrees that his/her physical Card and Digitised Card constitutes the same card and share the same Card Account. All contactless transactions or in-app purchases will be billed to the same Credit Card statement. The Bank will not issue a separate Statement for the Digitised Card.
- e) Cardholder acknowledges that the Digital Wallet Provider has the right to decline the enrolment, suspend, delete or reactive the Digitised Card and the Bank shall not be liable if Cardholder is unable to register the Digitised Card for any reason.
- f) Cardholder accepts that the Digitised Card remains the Bank's property. The Digitised Card is licensed to Cardholder for use only in accordance with these Terms. Cardholder is only granted a non-exclusive, non-transferable, non-sub-licensable, personal license to access and use the Digitised Card on their Mobile Device subject to these Terms of use.
- g) Cardholder consents to the Bank sending a SMS message for verification and activation purposes based on Cardholder's registered number with the Bank as per the Bank's record. For enrolment of Supplementary Card, the SMS message will be sent to the Supplementary Cardholder's mobile number registered with the Bank.

5. Cardholder's Responsibilities

- a) The Cardholder is solely responsible for ensuring that the Mobile Device used for the purposes of Digital Wallet is compatible in all aspect (software and hardware) with and capable of supporting the enrolment and storing of the Digitised Card and Digital Wallet services.
- b) Cardholder shall be responsible for maintaining the confidentiality of the Digital Wallet login information (including but not limited to any username or password associated with the Mobile Device or Digital Wallet, and the security of the Mobile Device). Without prejudice and in addition to the provisions the Cardholder Agreement regarding the security of a Card or Pin, the Cardholder shall also take the following security precautions where reasonably practicable:

- (i) Take reasonable precautions to keep Card details and security details regarding the Digitised Card and Mobile Device (including Mobile Device password, fingerprint, or any other biometric credentials stored in Mobile Device or any cloud storage platform) safe and to prevent loss, theft or fraudulent use, and keep Digital Wallet and Device under personal control at all times;
 - (ii) Do not permit anyone else to use or log on to Mobile Device and Digital Wallet;
 - (iii) Do not store anyone else's fingerprint or biometric credentials on the Mobile Device;
 - (iv) Never write down, store or record any PIN for accessing the Digital Wallet without properly safeguarding it;
 - (v) Do not choose obvious numbers as Mobile Device password (such as Identity Card number or date of birth) or tell anyone about the Mobile Device password;
 - (vi) Delete Digital Wallet and Digitised Card from the Mobile Device when they are no longer in use or when there is a change of ownership of the Mobile Device;
 - (vii) Notify the Bank of any loss or theft of the Mobile Device if there is a Digitised Card registered on it as soon as reasonably practicable; and
 - (viii) Notify the Bank of any suspected unauthorised transaction or use of a Digital Wallet for any unauthorised purposes as soon as reasonably practicable.
- c) The Cardholder's failure to take any security precautions in relation to the use of Digital Wallet as may be recommended by the Bank or the Digital Wallet Provider from time to time shall be at the sole and absolute risk of the Cardholder. The Bank shall not be held liable for any loss or damages suffered or incurred by the Cardholder arising or resulting therefrom.
- d) 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 Digital Wallet Services and for enrolling and/or using a Digitised Card.

5. Exclusions and Limitations of Liabilities

- a) These Terms govern Cardholder's access and use of the Digitised Card on their Digital Wallet. Cardholder may be subject to additional terms and conditions for the use of the Digital Wallet with other third parties, including but not limited to the Digital Wallet Provider, Cardholder's wireless carrier and mobile network operator ("**Third Parties**"). These Third Parties have their own third party terms and conditions and Cardholder will be subject to these for the use of their services. Cardholder bears the responsibility for reading and understanding any third party terms and conditions. The Bank shall not be responsible for any terms and conditions that Cardholder agrees to with any Third Parties for the use of the Digital Wallet services.
- b) The Bank shall not be responsible for Cardholder's use of the Digital Wallet or any service, software, hardware or other product or services provided by the Digital Wallet Provider to the Cardholder or any third party engaged by the Digital Wallet Provider. The Bank shall also not be responsible for the security, accuracy, legality, appropriateness or other aspect of the function or content of the Digital Wallet Provider's or any third party's product or services.

- c) The Cardholder acknowledges and understands that the Bank is not responsible for the use of the Digital Wallet, and Digital Wallet's service is solely provided by the Digital Wallet Provider. The Cardholder acknowledges and agree that at under no circumstances does the Bank make any representations, warranties or conditions relating to the Digital Wallet in relation to:
- (i) The operability or functionality of the Digital Wallet to complete transactions;
 - (ii) The Digital Wallet will be error –free;
 - (iii) The availability of Merchants to accept payment via the Digital Wallet; and
 - (iv) The availability or operability of the wireless networks of the Mobile Device.
- d) The Bank will not be liable to the Cardholder for any circumstances which interrupt, prevent or otherwise affect the functioning of any Digitised Card with a Digital Wallet, such as unavailability of the Digital Wallet or wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection. The Bank disclaims any responsibility for the Digital Wallet Provider or any wireless service used to access, use or maintain a Digitised Card with a Digital Wallet.
- e) The Bank shall not be responsible for any loss or damage or virus to the Cardholder's 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 enrolling, storing or using of the Digitised Card and Digital Wallet or any part thereof.
- f) The Bank does not undertake any responsibilities, and do not provide any support or assistance for the Digital Wallet, any third party hardware, software or other products or services (including any technology-related questions Cardholder may have in connection with the Digital Wallet or Mobile Device). The Cardholder is advised to contact the Digital Wallet Provider for enquiries in relation to technical assistance on the Digital Wallet (including but not limited to the types of Mobile Devices which support that Digital Wallet).

6. Reporting

- a) The Cardholder undertakes to report to the Bank as soon as reasonably practicable and in accordance with the Cardholder Agreement if there is suspicion or when the Cardholder becomes aware that their Mobile Device or their Digital Wallet login information have been lost, stolen, misused, tampered with or compromised in any way or that an unauthorised person has used or may have used the Mobile Device or their Digital Wallet login information without Cardholder's authorisation. In such circumstances, Cardholder is to change their Digital Wallet login information immediately to avoid the unauthorised use of his/her Digitised Card.
- b) Cardholder shall be liable and responsible for all transactions made by any unauthorised person until the Bank has been notified of the loss, theft or disclosure of the Digital Wallet login information.

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 Card Account in respect of the Digitised 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 the Digitised Card or Mobile Device or by any other third parties in relation to the use of the Digital Wallet.

8. Personal Data and Disclosure

- a) The Cardholder authorises the Bank to collect, disclose, handle and use any information relating to the Cardholder, the Mobile Device for use of the Digital Wallet or any transactions effected through the Digital Wallet ("**Cardholder's Personal Data**") in accordance with the 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).
- b) The Cardholder agrees that the Bank, the holding company or head office, branches, subsidiaries, representative offices, affiliates and associated or related corporations of the Bank wherever located, the Bank's strategic partners, agents, authorised service providers, consultants, advisers and relevant third parties ("**Authorised Representatives**") have permission to collect, use and disclose Cardholder's Personal Data for the purposes reasonably required by the Bank and the Authorised Representatives to perform their contractual obligations hereunder/or to provide the services hereunder. The purposes are set out in the Personal Data Protection Policy which is accessible at the Bank's website or will be made available at the branch upon request.
- c) The Cardholder acknowledges that by enrolling, storing and using the Digitised Card in their Digital Wallet, certain Card Account information may be transmitted to and stored with the Digital Wallet Provider or on the system of a third party working with the Digital Wallet provider, for the purposes of providing Digital Wallet services. Such information may be used by the Digital Wallet Provider or third party working with the Digital Wallet provider. In this regard, the Bank shall not be responsible and have no control of the privacy and security of the Cardholder's Personal Data and information provided by the Cardholder to the Digital Wallet Provider, which is to be governed by the privacy policy of and any agreement which the Cardholder may have with the Digital Wallet Provider.
- d) The Bank may collect and store the unique identifier of the Cardholder's Mobile Device (i.e. secure element chipset identifier or device identifier), the type of Mobile Device or the Digitised Card number to check against the eligibility requirements of the Digital Wallet services for the purpose of the issuance and maintenance of a Digitised Card.

9. Termination

- a) The Cardholder may suspend, report loss or terminate the use of Digitised Card for the Digital Wallet or report loss of such Mobile Device in such manner as specified by the Bank from time to time.
- b) Upon deletion or termination of the Digitised Card for the Digital Wallet services (whether by the Cardholder or the Bank), the Cardholder shall, at his/her own costs, delete the relevant Digitised Card from the Mobile Device or in such manner as the Bank or the Digital Wallet Provider may direct.
- c) The Cardholder shall continue to be liable for the use of the Digital Wallet Services via the relevant Digitised Card and all charges arising therefrom notwithstanding the deletion or termination of the relevant Digitised Card. No request to terminate the use of the relevant Digitised Card shall be effective unless and until the relevant Digitised Card is deleted or otherwise terminated or disposed of in such manner as the Bank or the Digital Wallet Provider may direct.
- d) The Bank may at any time with or without notice or cause, cease to subscribe to Digital Wallet Services (or any part thereof) or any services offered thereunder 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 Digitised Card without providing any reason to the Cardholder.
- e) For the avoidance of doubt, upon expiration, cancellation or termination for any reason of a Digitised Card to which the Digital Wallet Services is made available, the Digital Wallet services shall also be automatically terminated at the same time.

10. Amendments

The Bank may amend these Terms of Use at any time by posting the updated Terms of Use on our website, or by notifying you through any other means as the Bank may determine. By retaining the Digitised Card in the Digital Wallet or continue use of Digitised Card after the Bank's posting or notifying Cardholders of the updated Terms of Use, the Cardholder shall be deemed to have accepted the updated Terms of Use.

11. Governing Law

These Terms of Use is subject to Singapore law and the Cardholder hereby submits to the non-exclusive jurisdiction of the courts of Singapore.

12. Contracts (Rights of Third Parties) Act, Chapter 53B

A person who is not a party to these Terms of Use may not enforce any of these Terms of Use under the Contracts (Rights of Third Parties) Act, Chapter 53B. Notwithstanding any term of these Terms of Use, the consent of any third party is not required to vary, release or compromise any liability, or terminate any of the terms in these Terms of Use.

As at June 2019

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