

UnionPay International QR Code Payment
Terms and Conditions

These terms and conditions (“**Terms**”) apply and regulate your use of the UnionPay International QR Code Payment services offered by Industrial and Commercial Bank of China Limited, Singapore Branch (the “**Bank**”, “**we**”, “**us**”). With UnionPay International QR Payment Service, you may link your ICBC UnionPay debit card or credit card held with us to effect payment by either scanning a unique two-dimensional barcode (“**QR Code**”) displayed by merchants or present your own generated QR code for merchants to scan using ICBC Mobile Banking application installed on your mobile device (“**UnionPay QR Service**”).

Your use or continued usage of the UnionPay QR Service constitutes your acceptance to these Terms (including any changes to these Terms hereafter). These Terms are to be read together with our Account Terms and Conditions (“**Account Terms**”), Terms and Conditions governing Electronic Services, ICBC Dual Currency Debit Card Agreement (where applicable) and/or ICBC Credit Card Cardmember Agreement (where applicable) as may be amended, modified and/or supplemented from time to time. In the event inconsistencies, these Terms prevail to the extent that it specifically deals with UnionPay QR Service.

1. Definitions

In these terms and conditions, the following words have the following meanings: -

“**Bank Account(s)**” means a valid ICBC credit card account or current account linked to customer’s ICBC UnionPay Credit Card or Debit Card.

“**QR Code**” means the two-dimensional barcode enabled by UnionPay through merchant-presented mode (i.e. QR Code displayed by Merchant containing UnionPay acquirer information) or customer-presented mode (ie, QR code generated by customer).

“**QR Transaction**” means a one-time payment from any of customer’s Source Card to Merchant utilising this UnionPay QR Service.

“**Merchant**” means merchant designated by UnionPay International Co., Ltd. from time to time which accepts payment for goods and/or service via the UnionPay QR Service.

“**Source Card**” means the ICBC UnionPay Credit Card or Debit Card designated by customer pursuant to Clause 2.3 below, from which funds are to be used for funds transfer under this UnionPay QR Service.

“**UnionPay QR Service**” allows payments through ICBC Mobile Banking Application via the use of QR Code.

2. UnionPay QR Service

2.1 In order to utilize the UnionPay QR Service, you must have at least one (1) valid and active Source Card with us, a user of our ICBC Mobile Banking service, comply with our prevailing

guidelines, policies and procedures pertaining to UnionPay QR Service issued from time to time and these Terms.

- 2.2 You may register for UnionPay QR Service through channels made available and notified to you from time to time.
- 2.3 To register for UnionPay QR Service, you must provide us with your latest mobile phone number on record with us, choose at least one (1) Source Card for payments via UnionPay QR Service, and enter the OTP SMS code sent to you. You may only execute QR Transaction from the following Source Card:
 - a) ICBC UnionPay Credit Card; or
 - b) ICBC UnionPay Debit Card held in your sole name with us.
- 2.4 Your registration for UnionPay QR Service is subject to our approval (“**Registration**”). Upon our approval of your Registration, you will receive confirmation from us via SMS or any other means we determine reasonable. We may, at our discretion, reject any Registration and we are not obliged to provide you with any reasons for the same.
- 2.5 You must notify us any of any changes to your Registration’s details under clause 2.3 immediately.

3. QR Transactions

- 3.1 Total transaction limit for QR Transactions is based on the spending and credit limits on your Source Card. We may prescribe a minimum and/or maximum amount for each QR transaction and the maximum number of QR transactions that you can perform within a day. These are set out in our Frequently Asked Questions, which may be revised periodically at our discretion.
- 3.2 We reserve the right to reject or refuse to accept or process or to cancel any QR Transaction request if the transfer amount falls below the minimum amount or falls above the maximum amount.
- 3.3 UnionPay QR Service can only be used if you allow our ICBC Mobile Banking Application to:
 - a) access the camera function in your mobile device to scan the QR Code; or
 - b) generate the QR Code.

You acknowledge that you will hold the Bank harmless from any losses, liabilities or expenses that are incurred by you as a result of you doing so.

- 3.4 To execute a QR Transaction, you can either:
 - a) scan QR Code provided by Merchant using our ICBC Mobile Banking Application, choose the Source Card for payment (if there are more than one (1) Source Card), enter QR

Transaction amount or enter any other information (such as description)(where necessary) and authorize the QR Transaction; or

- b) choose the Source Card and generate QR Code using ICBC Mobile Banking Application for Merchant to scan.

3.5 By authorising the QR Transaction, you acknowledge that Source Card will be debited with the QR Transaction amount without you providing your signature, or any PIN/Password.

3.6 You are solely responsible for the accuracy and completeness of information provided when making any QR Transactions. If you are in doubt as to whether a Merchant's details or the QR Transaction amount required is correct, it is your responsibility to verify further by making verification checks with the Merchant. We shall not be obliged to validate the accuracy and/or completeness of the Merchant's details.

3.7 All QR Transactions made through QR Code using your Source Card shall be binding on you and we shall not be liable to you in any way. For the avoidance of doubt, we are not responsible for any improper or unauthorised use of UnionPay QR Service by you or any other person. You bear all risks arising from this such as the loss of your mobile device or any unauthorised QR Transactions being performed. We shall not be liable for any loss, liabilities or expenses that are incurred by you as a result of your use of the QR Code, or any errors which may occur in any QR Code generated by you or any Merchant or any loss or damage suffered by or claimed against you in connection with your use or generation of any QR Code.

3.8 You acknowledge and shall not dispute that any instructions given to the Bank via UnionPay QR Service shall operate as a request and mandate by you to the Bank to act upon your instructions and shall have the same legal effect, validity and enforceability as if the instructions has been given in writing by you.

3.9 If your Source Card is a debit card, we may at our absolute discretion, without needing to give any reasons be entitled to refuse to act on any instructions in relation to the QR Transaction if there are insufficient funds in your Bank Account.

3.10 Transactions in foreign currency (other than Currencies available on the Source Card) shall be converted to Singapore dollars on the date of conversion based on the prevailing wholesale currency market rates or the government-mandated rate, as shall be determined by UnionPay International Co., Ltd. ("UPI"). The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to a charge imposed by UPI, either as a reimbursement charge representing the charge imposed on us or as a direct charge to you.

4. Your Responsibility

4.1 You are responsible for maintaining confidentiality of your ICBC Mobile Banking login information (including but not limited to any username or password and the security of the

mobile device). You shall also take the following security precautions where reasonably practicable:

- a) exercise all due care and diligence in the custody, care and use of UnionPay QR Service;
- b) never write down, store or record any PIN for accessing ICBC Mobile Banking without properly safeguarding it;
- c) not permit UnionPay QR Service to be used in any unauthorised manner;
- d) notify us immediately of any loss or theft of your mobile device; and
- e) notify us immediately of unauthorised transaction (even if suspected).

4.2 Your failure to take any security precautions in relation to the use of ICBC Mobile Banking and/or UnionPay Service as may be recommended by us from time to time shall be at your sole and absolute risk. We shall not be held liable for any loss or damages suffered or incurred by you arising or resulting therefrom.

5. Acknowledgement and Agreement

5.1 You agree to receive notifications from us via SMS to your mobile number on record with us in relation to UnionPay QR Service and/or your QR Transactions.

5.2 We reserve the right to impose charges or to revise at any time such charges for the use of the UnionPay QR Service upon written notice to you. Such charges or revisions shall take effect from the date stated in the notice. Where you continue to use the UnionPay QR Service after such notification, you shall be deemed to have agreed to and accepted such charges or revisions to such charges.

5.3 UnionPay QR Service is provided "as is" and "as available". We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the access to or use of UnionPay QR Services.

5.4 We make no representation or warranty that:

- a) UnionPay QR Service will meet your requirements;
- b) UnionPay QR Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as we may offer from time to time; or
- c) your use of UnionPay QR Service or our processing of any QR Transactions will be uninterrupted, timely, secure or free of any error.

5.5 You acknowledge that UnionPay QR Service is operated and provided by UPI to us and other Merchants to enable you to access and use the UnionPay QR Service. As such, the access

and use of the UnionPay QR Service may be subject to the availability of the services of UPI and Merchants.

5.6 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

- a) the provision by us or your use of the UnionPay QR Service;
- b) the processing of any QR Transaction;
- c) any QR Transaction being considered as incomplete, QR Transaction amount is inaccurate, QR Transaction amount was transferred to an unintended recipient, whether or not arising from your negligence, misconduct or breach of any of these Terms (including as a result of inaccurate information being provided by you);
- d) any failure, refusal, delay or error by any third party or third party system;
- e) the failure to complete a transaction due to your Bank Account and/or Source Card being closed, frozen or inaccessible;
- f) UnionPay QR Service not being available such that it may be suspended due to system upgrades, routine maintenance or any other reason;
- g) your inability to access UnionPay QR Service due to the delay or failure of the communication network;
- h) any event which the Bank is unable to control or avoid by the use of reasonable diligence; and/or
- i) the suspension, termination or discontinuance of UnionPay QR Service.

5.7 We are not be liable to you for any indirect, special or consequential loss, damage, costs, expenses or liability suffered or incurred by you or any third party, howsoever caused.

5.8 You shall indemnify, defend and hold harmless the Bank and its representatives, affiliates and service providers from and against any consequences, claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by you (including but not limited your negligence, misconduct or breach of any of these Terms).

5.9 You hereby authorise, permit and consent and give us (including any of our officers) written permission to collect, store, use, disclose or divulge any information with respect to you or any of your Bank Accounts and/or Source Card held with us, or any services and/or other agreements, business, transactions or dealings between you and the Bank as we consider appropriate for the purpose of providing or continuing to provide you with the UnionPay QR Service or QR Transactions in relation to any of your Bank Account, to and between UPI.

- 5.10 We reserve the right to terminate the Service for any reason, at any time and without prior notice.
- 5.11 We may amend these terms and conditions at any time by posting the updated Terms on our website, or by notifying you through any other means we determine. By your continued use of UnionPay QR Service after our posting or notifying you of the updated Terms, you shall be deemed to have accepted the updated Terms.
- 5.12 These Terms are subject to Singapore law and you hereby submit to the exclusive jurisdiction of the courts of Singapore.
- 5.13 A person who is not a party to these Terms will not have any rights to enjoy or enforce these Terms under Contracts (Rights of Third Parties) Act (Chapter 53B).

All information correct as at 04 June 2021.

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