

Industrial and Commercial Bank of China (Asia) Limited

Terms and Conditions for Click to Pay Services

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS THOROUGHLY BEFORE USING THE CLICK TO PAY SERVICES (AS DEFINED BELOW) PROVIDED BY INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED (the “Bank”). BY USING THE CLICK TO PAY SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS.

1. Definitions

In this Agreement, the following words shall have the following meanings, unless the context otherwise requires:

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

“**Cardholder**” shall be defined in the Cardholder Agreement;

“**Click to Pay Services**” or “**Click to Pay**” means the online credit card payment services provided by the relevant card association and made available by the Bank to an eligible Cardholder in relation to a Card at the Bank’s sole and absolute discretion, which, once activated by the Bank following the Cardholder’s application, do not require the Cardholder to enter details of the Card manually at checkout;

“**Click to Pay User**” or “**you**” means any Cardholder who chooses to use the Click to Pay services;

“**Merchant**” means a person who agrees to accept a Card as payment for the relevant goods or services; and

“**Other Applicable Terms**” means the Bank’s Credit Card Cardholder Agreement (“**Cardholder Agreement**”), Terms and Conditions for Credit Card Mobile Payment Services, and any other applicable terms and conditions as may be amended from time to time.

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 Click to Pay Services. These terms and conditions together with Other Applicable Terms collectively govern the supply and use of the Click to Pay Services.

2.2 If there is any inconsistency between the provisions of these terms and conditions and the Other Applicable Terms, the provisions of these terms and conditions shall prevail insofar as the Click to Pay Services are related.

3. Use of Click to Pay Services

3.1 The Click to Pay Services will only be made available to a Cardholder who is eligible for use of the Click to Pay Services as determined at the Bank’s sole and absolute discretion.

3.2 Where the Bank has enrolled a Card in the Click to Pay Services and subsequently issues a renewal or replacement Card for such Card to the relevant Cardholder in accordance with the applicable terms and conditions, such Cardholder must register for the enrollment of the renewal or replacement Card in the Click to Pay Services to continue using such services.

3.3 Notwithstanding any other provisions in these terms and conditions to the contrary, the Bank shall have the absolute sole discretion to determine the provision of the Click to Pay Services.

4. Transaction Responsibility

Click to Pay facilitates the transaction between the Click to Pay User and the Merchant. The Bank is not the party to such transaction or the payment to or from the Merchant in connection with the use of Click to Pay by Click to Pay User, including the purchase or return of the relevant goods or services, which is solely between Click to Pay User and the Merchant.

5. Third Party Enrollment Excluded

If a Cardholder activates the Bank's Click to Pay Services for a Card through the Bank, any subsequent agreement between the Cardholder and the relevant card association in relation to a similar service for such Card (via any channel, including the relevant card association's website or a merchant checkout) shall not constitute an agreement with the Bank or impose any obligation on the Bank.

6. Data Sharing and Usage

You acknowledge and agree that the relevant card association, Merchants and other third parties may use and share the data and/or information of the Click to Pay User in relation to a transaction, including but not limited to complete the transaction and/or to determine whether the Click to Pay User is eligible for any card benefits or features (such as reward points or instalment options).

7. Biometric Authentication & Passkeys

Certain authentication capabilities may be made available to Click to Pay Users on their mobile devices such as fingerprints, face authentication and/or Click to Pay account holder's device passcode ("**Passkeys**") in connection with Click to Pay. Click to Pay Users shall be notified that:

- (a) the use of Passkeys is governed by the agreement between Click to Pay User and his device manufacturer;
- (b) The Passkeys of the Click to Pay User do not leave his/her device and is/are not transferred to card association;
- (c) the Click to Pay User may choose whether to authorize a card association to use the Passkeys with any payment transaction, and he/she may disable the use of Passkeys in connection with Click to Pay by disconnecting his Card from the Click to Pay account or by removing his card binding via the mobile banking application; and
- (d) The Click to Pay User also authorizes the relevant card association to process his/her personal data in connection with such Passkeys in accordance with the card association's terms & conditions in relation to data privacy.

8. Obligation & Limitation

The Click to Pay User agrees:

- (a) to use Click to Pay in a manner only as permitted by applicable laws;
- (b) not to disrupt or interfere with the security or operation of, or otherwise abuse, Click to Pay or any part of Click to Pay;
- (c) not to attempt to obtain unauthorized access to Click to Pay or portions of Click to Pay that are restricted from general access;
- (d) not to use Click to Pay in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third party rights;
- (e) not to reproduce Click to Pay in any form, or store or incorporate Click to Pay into any information retrieval system, electronic, mechanical or otherwise;
- (f) not to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Click to Pay or any portion thereof; and
- (g) not to use any device, software or routine to interfere or attempt to

interfere with the proper functioning of Click to Pay and/or take any action that imposes an unreasonable or disproportionately large burden on the Click to Pay system, as determined by the relevant card association in its sole discretion.

9. Acceptance of Changes

The Click to Pay User's continuous use of Click to Pay after any changes, modifications or improvements has been made to any or all aspects of Click to Pay will be construed as the acceptance of such changes, modifications or improvements and the terms and conditions applicable thereto.

10. Service Termination Rights

If a Click to Pay User does not agree to these terms and conditions or any amendments thereto, the Click to Pay User must not use Click to Pay. Click to Pay Users may terminate or opt-out of Click to Pay for the relevant Card at any time.

11. Limitation on Liabilities

11.1 Under no circumstances shall the Bank, the relevant card association and its affiliates, and each of their respective officers, directors, customers, members, employees or authorized agents (collectively, the "**Bank Parties**") be liable for any damages, claims or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive or exemplary damages), however caused and under any theory of liability, arising from or in connection with Click to Pay, even if the Bank Parties are advised of the possibility of such damages, claims or losses (the "**Bank Parties' Disclaimer**").

11.2 Where the Bank Parties' Disclaimer, or any other disclaimer, exclusion or limitation of certain warranties, liabilities and damages by the Bank Parties, is not permitted under applicable laws, then the Bank Parties' aggregate liability to each Click to Pay User (if any) will to the fullest extent permitted by applicable laws be limited to the lesser of (i) US\$100 (or equivalent in local currency) or (ii) Click to Pay User's actual loss. Nothing in these terms excludes the relevant card association's liabilities to each Click to Pay User for (a) death or personal injury caused by its negligence, (b) fraud or fraudulent misrepresentation, or (c) any other matter to the extent that such exclusion would be illegal or prohibited by applicable laws.

12. Indemnity

The Click to Pay User shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of or in connection with its accepting and acting upon any information or communications (including any confirmation, signature and/or agreement) provided to us through the Click to Pay Services, or with any breach by the Click to Pay User of any terms, representations or warranties in these Terms and Conditions or any Other Applicable Terms.

13. Amendment

13.1 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 takes effect.

13.2 The Click to Pay User will be bound by any amendments to these terms and conditions if he/she continues to use or maintain Click to Pay service on or after the effective date of the amendments. If the Cardholder does not accept any such amendments, he/she should terminate his/her enrolment of Click to Pay (with or without canceling the relevant physical

card form or the relevant digital card account number of the respective Credit Card) before the effective date of the amendments.

14. 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.

15. Law and Language

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

15.2 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.

15.3 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.

15.4 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.