

Terms of Service

Last Updated 08/22/2024

This Terms of Service (the “Terms”) applies to all Industrial and Commercial Bank of China (USA) NA (the “Bank”) online interfaces, including websites, mobile applications, and all internet-based applications, as well as all such online interfaces associated with any Bank subsidiary, affiliate, or authorized service provider (collectively, all such online interfaces are referred to as the “Sites”). The Terms are written in the English language, and to the extent any translated versions of the Terms conflict with the English language version of the Terms, the English language version shall control. Please note that your use of the Sites is also subject to our Online Privacy Notice and Policy.

To use the Sites, you must agree to and abide by the Terms. The Terms are an agreement between you and the Bank, and by using the Sites, you are entering into a legally binding agreement with the Bank (even if you are using the Sites on behalf of a company or another person).

If you do not agree to be bound by the Terms, you are not allowed to visit the Sites.

The Bank Owns the Sites

The Sites and any materials made available for download or viewing are the property of the Bank. The Bank is protected by United States and international intellectual property, copyright, and trademark laws. The contents of the Sites, including, without limitation, the files, documents, text, photographs, images, audio, video, and any materials accessed through or made available for use or download through the Sites may not be copied, distributed, modified, reproduced, published, or used, in whole or in part, except for purposes authorized or approved by the Bank, including the provision of services or products to the Bank, or in connection with a business relationship with the Bank. You may not frame, or utilize framing techniques to enclose or link to, any names, trademarks, service marks, logos, or other proprietary information (such as images, text, page layouts, or forms) from the Sites without the Bank’s prior express written consent. You are also prohibited from using automated processes, such as scrapers or other programs or browser add-ons or plugins, to copy content from the Sites without the Bank’s prior express written permission.

Do Not Share Your Username and Password

You may use a specific username and password to access portions of the Sites. Once you agree to the Terms and other applicable agreements or policies governing the relationship between you and the Bank, and go through the profile creation process, you may create a username and password that will allow you to access certain portions of the Sites. Only access the Sites using your username and password. You agree to protect the confidentiality of your username and password, and not to share or disclose your username or password to anyone else. You agree that you are responsible for all transactions and activity that occur under your username.

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Member FDIC

1185 Avenue of the Americas, 16th Floor, New York, NY 10036

Telephone (212) 238 8208 Facsimile (212) 219 3378 S.W.I.F.T. Address ICBKUS3XXX

The Bank Can Terminate Your Account and Access to the Sites

The Bank may, in its sole discretion, at any time and for any reason, terminate your access to the Sites, with or without cause, terminate this agreement (meaning the Terms – remember that these terms are an agreement between you and the Bank), and suspend or delete your username and password and account. The Bank may also block your access to the Sites. If the Bank decides to take any of the above-listed actions, your account may be disabled and you may not be granted access to your account or any files or other content contained in your account. The Bank reserves the right to refuse service to anyone at any time without notice for any reason.

You Agree to Indemnify the Bank for Any Damage You Cause

You agree to defend, indemnify, and hold the Bank harmless from and against all third party claims, damages, and expenses (including reasonable attorneys' fees) against or incurred by the Bank arising out of your use of the Sites, your access of the Sites, or any breach of these Terms.

No Children Under the Age of Eighteen

The Sites are not directed to individuals under the age of eighteen, and individuals under eighteen are prohibited from using the Sites or providing Personal Information through the Sites. As set forth in the Bank's Online Privacy Notice and Policy, the Bank does not knowingly collect information from children under the age of eighteen. If you believe we have inadvertently collected information from a child under the age of eighteen, please notify us immediately through any of the contact methods listed on the Sites.

Privacy: You Agree to the Terms in the Bank's Online Privacy Notice and Policy

As a condition of using the Sites, you agree to the terms of the Bank's Online Privacy Notice and Policy, which may be updated from time to time, as expressed in the most recent version that exists at the time of your use. You agree that the Bank may access or disclose your personal information, including the content of your communications, if the Bank is required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in the Terms or any other agreement. Data and information collected by the Bank may be stored and processed in the United States or any other country. By using the Sites, you expressly consent to any such transfer of information outside of your country.

Disclaimer of Warranties

THE BANK DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITES WILL BE CORRECTED. THE BANK, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY BANK-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

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THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. THE BANK SPECIFICALLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OBTAINED THROUGH THE SITES.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES. THE BANK DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. YOU AGREE THAT THE BANK SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM ANY SUCH CODE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES AND OF THE INTERNET.

THE BANK AND ANY THIRD PARTIES MENTIONED ON THE SITES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITES, SITES-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITES, OR ANY HYPERLINKED WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITES, SITES-RELATED SERVICES, OR HYPERLINKED WEBSITES IS TO STOP USING THE SITES AND ANY ASSOCIATED SERVICES.

Additional Disclaimers

Legal restrictions may apply to the distribution of information regarding certain products and services listed in the Sites in certain jurisdictions. It is your responsibility to ensure that you are aware of all relevant restrictions which apply to you, and to ensure that you are permitted to utilize the applicable product or service wherever it is that you reside.

The information and materials contained on the Sites and descriptions that appear are subject to change. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to the Bank's determination and acceptance. The materials on the Sites should not be regarded as an offer or solicitation to sell investments or make deposits to any person in any jurisdiction in which it would be unlawful to make such an offer or solicitation.

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Information present on the Sites may be inaccurate. Whilst every effort has been made to ensure accuracy, no responsibility will be accepted by us for errors and omissions however caused, and you should confirm with the Bank, in writing, the accuracy of any information listed on the Sites before relying on the information for any reason whatsoever.

Revisions to the Terms, Termination of Access to the Sites, Mandatory Arbitration, and Choice of Law and Venue

The Bank reserves the right, in its sole discretion, to terminate your access to all or part of the Sites, with or without cause, and with or without notice. In the event that any of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect. In its sole discretion, the Bank may from time-to-time revise these Terms by updating this posting. You should, therefore, periodically visit this page to review the current Terms, so you are aware of any such revisions to which you are bound. It is your responsibility to visit this page to determine the current Terms, as the Bank does not have an obligation to notify you whenever the Bank changes these Terms. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within the Sites, or if you utilize services from the Bank, to the extent these Terms conflict with other agreements between you and the Bank related to services provided to you by the Bank, the terms and conditions within the other agreement between you and the Bank related to services provided to you by the Bank shall control. The Terms shall be governed by the laws of the state of New York and the United States of America, without regard to conflict of laws

The Bank will try to work in good faith to resolve any issue you have with these Terms, if you bring your issue to the Bank's attention. However, we realize that there may be rare cases where we may not be able to resolve an issue to your satisfaction.

You and the Bank agree that any dispute, claim, or controversy, arising out of or relating in any way to, these Terms shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to a very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Bank are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive any termination of these Terms and any other contractual relationship between you and the Bank.

If you desire to assert a claim against the Bank, and you therefore elect to seek arbitration, you must first send to the Bank, by certified mail, a written Notice of your claim ("Notice"). The Notice to the Bank should be addressed to The Industrial and Commercial Bank of China (USA)

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NA, 1185 Avenue of the Americas, 16th Floor, New York, NY 10036 (“Notice Address”). If the Bank desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent mailing address or email address we have on file or otherwise in our records for you. A Notice, whether sent by you or by the Bank, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”).

If the Bank and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Bank may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by the Bank or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms, including this arbitration agreement.

Unless the Bank and you agree otherwise in writing, any arbitration hearings will take place in New York, New York. If your claim is for \$10,000 USD or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000 USD, the right to a hearing will be determined by the AAA Rules.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys’ fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys’ fees, or if there is a written agreement providing for payment or recovery attorneys’ fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND THE BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Bank agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

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If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in New York State.

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