

客戶重要通知

Important Notice to Customers



更改「許可協議和使用條款」通知

本行將於 2022 年 8 月 19 日 (星期五) (「生效日」) 修訂「許可協議和使用條款」的條文。

A. 條款和條件主要更新的摘要

1. 修訂條文以列明與使用流動保安編碼有關的保安措施；及
2. 修訂條文以使某些條文涵義更清晰。

新增條文及完整修訂請參閱 B 部分。

B. 條款和條件內已修訂的條文(新加內容已劃上底線，移除內容已被劃掉)：

「許可協議和使用條款」

原有項目號碼	修訂或新增項目號碼	修訂內容
無	無	<p>重要提示：</p> <ul style="list-style-type: none">• 本手機應用程式及<u>嵌入其中的所有功能</u>均由中國建設銀行(亞洲)股份有限公司(「本行」或「我們」，<u>包括本行的繼承人、受讓人、承讓人及從前述任何一方取得所有權之任何其他人</u>)向您提供。本手機應用程式將使您能夠<u>進入本行的手機銀行服務及使用嵌入其中的任何功能(包括本行的流動保安編碼)</u>。本手機應用程式中任何及所有功能和服務僅供本行客戶使用。

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無	無	<ul style="list-style-type: none"> 本許可協議（「本協議」）載有與下載、進入和使用本手機應用程式有關的條款及條件，特別包括第 7 條中的責任限制以及個人資料收集和私隱政策聲明。透過從應用程式商店下載本手機應用程式並點按以下「接受」按鍵，即表示您同意本協議的條款而本協議條款將對您具有約束力。本協議的條款特別包括第 7 條中的責任限制以及個人資料收集和私隱政策聲明。透過本手機應用程式，您將可以獲得本行的手機銀行服務。手機銀行服務僅供本行客戶使用，而且在使用手機銀行服務時須遵守網上銀行服務的相關條款和條件及網上銀行服務的條款及條件（「網上銀行條款」），本協議與及網上銀行條款構成您與本行之間有任何衝突之處，應以網上銀行條款為準與您下載、進入及使用本手機應用程式及其所有功能、性能和服務有關的完整協議，並對您具有約束力。
無	無	<ul style="list-style-type: none"> 如果您不同意本協議的條款及網上銀行條款，您將不能使用本手機應用程式及其中提供的功能（包括流動保安編碼）、資料和服務。
無	無	<ul style="list-style-type: none"> 如果您不是透過應用程式商店以外的其他途徑下載本手機應用程式，請將其從您的裝置上刪除，並透過應用程式商店下載本手機應用程式。
無	無	本協議是您與本行之間就 <u>下載、使用及進入「建行（港澳）手機應用程式」</u> 手機應用程式軟件（「本手機應用程式」）以及透過本手機應用程式所提供的功能（包括流動保安編碼）、資料和服務（「有關服務」）而訂立的法律協議。
無 (ios 版)	無 (ios 版)	我們是基於本協議、 <u>網上銀行條款</u> 並根據 Apple 應用程式商店（「應用程式商店」，其規則和政策合稱「應用程式商店規則」）所採用的任何規則或政策，許可您使用本手機應用程式的 <u>及其內置功能（包括流動保安編碼）</u> 的，並向您提供有關服務。該等應用程式商店規則可在 http://www.apple.com/legal/ 上查閱，而且應用程式商店可能會不時修訂該等應用程式商店規則。 <u>如網上銀行條款、本</u>

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		<p>協議與應用程式商店規則之間有任何不符之處，應按以下優先次序以該文件為準，但在任何時候均受限於適用法律的強制性規定：</p> <ol style="list-style-type: none"> 1. 網上銀行條款； 2. 本協議；及 3. 應用程式商店規則。 <p>除非本協議中另有定義，否則網上銀行條款中定義的詞彙在本協議中使用時應具有相同含義。</p>
無 (aos 版)	無 (aos 版)	<p>我們是基於本協議並根據 Google 應用程式商店所採用的任何規則或政策（“應用程式商店”，其規則和政策合稱“應用程式商店規則”），許可您使用本手機應用程式的並向您提供有關服務。該等應用程式商店規則可在 https://play.google.com/store 上查閱，而且應用程式商店可能會不時修訂該等應用程式商店規則。就使用本手機應用程式和有關服務方面，如果如網上銀行條款、本協議條款與應用程式商店規則之間有任何不符之處，應按以下優先次序以本協議條款該文件為準，但在任何時候均受限於適用法律的強制性規定：</p> <ol style="list-style-type: none"> 1. 網上銀行條款； 2. 本協議；及 3. 應用程式商店規則。 <p>除非本協議中另有定義，否則網上銀行條款中定義的詞彙在本協議中使用時應具有相同含義。</p>
1.1	不變	<p>本協議的條款適用於本手機應用程式、其內置功能（包括流動保安編碼）和有關服務，包括本手機應用程式、其內置功能（包括流動保安編碼）或有關服務的任何更新或補充。...如果本手機應用程式、其內置功能（包括流動保安編碼）或有關服務中含有任何開放源碼軟件，則開放源碼軟件許可的條款可能凌駕本協議的某些條款。...新的條款可能會顯示在螢光幕上，您可能需要閱讀並接受該</p>

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		等條款，方可繼續使用本手機應用程式、 <u>其內置功能（包括流動保安編碼）</u> 和有關服務。
1.2	不變	我們會不時透過應用程式商店發佈本手機應用程式 <u>及其內置功能（包括流動保安編碼）</u> 的更新。視乎個別更新，除非您已下載本手機應用程式的 <u>最新版本</u> 並接受任何新的條款，否則，您可能無法使用本手機應用程式和 <u>其內置功能（包括流動保安編碼）</u> 及/或有關服務。
1.3	不變	如果您控制但並不擁有有關裝置（例如流動電話或其他手持裝置），我們將假定您已獲得該等裝置擁有人的允許以下載本手機應用程式到至裝置上。您將根據本協議的條款，接受在任何裝置（不論是否由您擁有）上使用本手機應用程式、 <u>其內置功能（包括流動保安編碼）</u> 或有關服務或與該等裝置有關之使用的相關責任。
1.4	不變	<u>本手機應用程式的內置功能（包括流動保安編碼）</u> 及所有有關服務（除我們的許可人或第三方服務提供商提供的市場資料和物業估價資料等資料以外）是由我們提供並全權擁有的。本行可隨時不經事先通知而撤銷或修改本手機應用程式的任何內置功能（包括流動保安編碼）及任何有關服務。我們有絕對酌情權，決定您是否有資格使用本手機應用程式的任何內置功能（包括流動保安編碼）及任何有關服務，以及 <u>不經事先通知而暫停您對本手機應用程式或其中任何部分的使用</u> ，或者 <u>不經事先通知而中止您對有關服務的使用權</u> 。...
2.1	不變	本手機應用程式的某些 <u>內置功能和有關服務</u> ，包括開立戶口的預約功能和銀行服務的查詢表格，將為各種用途而收集您的個人資料（ <u>並在法律要求的情況下獲得您的同意</u> ，包括但不限於為促進開立銀行帳戶的程序以及向您發送有關我們產品和服務的推廣資料）， <u>並在法律要求的情況下獲得您的同意</u> 。...
2.2	不變	透過使用本手機應用程式、 <u>其內置功能（包括流動保安編碼）</u> 及/或任何一項有關服務，即表示您同意我們就本手機應用程式中的互聯

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		網服務或無線服務而收集和使用有關您的裝置及相關軟件、硬件和周邊設備的技術信息，以改進我們的產品並向您提供任何服務。...
3	不變	授予許可及 <u>許可範圍</u>
3.1	不變	根據本協議、私隱政策和應用程式商店規則的 <u>網上銀行條款</u> 以及透過經提述方式而納入本協議的其他條款和條件，我們授予您一項不可轉讓、非專有的權利，許可您在您的裝置上使用本手機應用程式、其內置功能（包括流動保安編碼）及/或任何有關服務。我們保留一切其他權利。
3.3	不變	我們僅提供本手機應用程式、其內置功能（包括流動保安編碼）和有關服務作本身和私人的用途。您同意不將本手機應用程式、其內置功能（包括流動保安編碼）和有關服務用於任何商業、業務或轉售目的。
4(a)	不變	在使用手機應用程式、其內置功能（包括流動保安編碼）和有關服務時均不會違反任何適用的當地、國家或國際法律或法規，包括本手機應用程式或任何有關服務使用或支持的技術（「有關技術」）所適用的一切技術管制或出口法律和法規；
4(b)	不變	不會就任何目的複製本手機應用程式、其內置功能（包括流動保安編碼）或有關服務；
4(c)	不變	不會對本手機應用程式、其內置功能（包括流動保安編碼）或有關服務進行出租、租賃、再許可、出借、翻譯、合併、改寫、變改或修改；
4(d)	不變	不會對本手機應用程式及其內置功能（包括流動保安編碼）的全部或任何部分作出改動或修改，亦不會允許本手機應用程式、其內置功能（包括流動保安編碼）或其中任何部分與任何其他程式合併或被納入任何其他程式；
4(e)	不變	不會對本手機應用程式及其內置功能（包括流動保安編碼）的全部或任何部分進行反彙編、反編譯、倒序工程或根據其創造衍生作品；

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4(g)	不變	未經我們事先書面同意，不會以任何形式將本手機應用程式及其 <u>內置功能</u> （包括流動保安編碼）的全部或部分（包括其目標代碼及源碼）提供給任何人或以其他方式供任何人使用；
4(h)	不變	不會以任何非法方式、為任何非法目的或以與本協議不符的任何方式使用本手機應用程式、 <u>其內置功能</u> （包括流動保安編碼）或有關服務，或採取欺詐或惡意行動，例如非法侵入本手機應用程式或任何操作系統；
4(i)	不變	在使用本手機應用程式、 <u>其內置功能</u> （包括流動保安編碼）或任何有關服務時，不會在本協議許可的使用範圍外侵犯我們的知識產權或任何第三方的知識產權；
4(j)	不變	在使用本手機應用程式、 <u>其內置功能</u> （包括流動保安編碼）或任何有關服務時，不會傳送任何誹謗性、冒犯他人的或其他令人反感的資料；
4(k)	不變	不會在知情的情況下傳送、發送或上傳包含下列任何內容的任何數據或資料：病毒、木馬病毒、蠕蟲、定時炸彈病毒、鍵盤記錄工具、間諜軟件、廣告軟件或者對本手機應用程式、 <u>其內置功能</u> （包括流動保安編碼）、任何有關服務或任何操作系統的運作造成不利影響的任何其他有害程式或類似的電腦代碼；
4(l)	不變	不會以可能對我們的系統或安全造成破壞、導致其無法正常運作、使其負荷過重、使其受損或導致其被入侵或者干擾其他用戶的方式使用本手機應用程式、 <u>其內置功能</u> （包括流動保安編碼）或任何有關服務；
4(m)	不變	不得從手機應用程式、 <u>其內置功能</u> （包括流動保安編碼）或我們的系統收集或採集任何資料或數據，或試圖破解向或由運作本手機應用程式的伺服器進行的任何傳輸；
5.1	不變	您確認本手機應用程式、 <u>其內置功能</u> （包括流動保安編碼）、有關服務和有關技術在全球任何地方的所有知識產權（包括但不限於商標、標識和服務商標）均屬於我們或我們的許可人，本手機應用程式中的權利是許可（而非出售）給您的，並且，除了根據本協議條

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		款使用本手機應用程式、 <u>其內置功能（包括流動保安編碼）</u> 、有關服務或有關技術的權利外，您對本手機應用程式、 <u>其內置功能（包括流動保安編碼）</u> 、有關服務或有關技術不享有任何其他權利。
6	不變	使用 <u>流動保安編碼</u> 和有關服務的限制
6.1	不變	<u>流動保安編碼</u> 和有關服務僅適用於在本行可合法提供該等有關服務的司法管轄區內提供。如果本行不能在某些司法管轄區內向其中的人士或居民提供 <u>流動保安編碼</u> 和有關服務，則 <u>流動保安編碼</u> 及/或有關服務並不能供該等人士或居民使用和取用。
6.2	不變	除非您居住的司法管轄區的相關法律及法規允許，否則，本手機應用程式、 <u>其內置功能（包括流動保安編碼）</u> 和有關服務不應被視為構成向任何人士作出有關購買或出售任何證券或金融產品或者進行任何其他投資或存款的要約。
7.1	不變	您確認本手機應用程式 <u>未能</u> 、 <u>其內置功能（包括流動保安編碼）</u> 和有關服務並非在任何時候都可供使用，並受限於以下情況（並可能因此而導致在處理和/或傳輸資料時發生故障或延遲）：因互聯網流量造成的中斷、硬件或軟件故障、錯誤、傳輸失敗、傳輸延遲；或者因互聯網的公共性質、市場交易量或波動、系統故障或升級或維護或其他原因而導致的資料傳輸錯誤。...
7.2	不變	本手機應用程式 <u>及其內置功能（包括流動保安編碼）</u> 只能在本行不時指定的相容裝置上使用。本行並不保證任何特定裝置或型號與本手機應用程式或 <u>其內置功能（包括流動保安編碼）</u> 的相容性。您確認您有責任確保您的裝置符合最低要求，否則，可能導致本手機應用程式無法正常運作或導致您無法使用本手機應用程式及其任何內置功能（包括流動保安編碼）。
7.3	不變	本手機應用程式 <u>及其內置功能（包括流動保安編碼）</u> 不能在被入侵的裝置上（例如：「已越獄」）運作。如果您試圖在該等裝置上使用本手機應用程式 <u>及其內置功能（包括流動保安編碼）</u> ，本行不對您因此發生的任何問題或損失承擔責任。

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7.4	不變	您應自行承擔使用本手機應用程式、其內置功能（包括流動保安編碼）和有關服務的所有風險。本手機應用程式、其內置功能（包括流動保安編碼）和有關服務是按「現狀」提供的。在法律允許的範圍內，本行排除所有可能適用於本手機應用程式和有關服務的明示或默示的條件、其內置功能（包括流動保安編碼）和有關服務的明示或默示的條件、保證（包括但不限於有關適銷性、適用於任何特定用途、準確性和不侵犯第三方權利的任何保證）、陳述或其他條款。
7.7	不變	本行不就本手機應用程式及其內置功能（包括流動保安編碼）所使用的任何第三方軟件的準確性、功能性或操作性，亦不就任何特定裝置與本手機應用程式及其內置功能（包括流動保安編碼）的相容性，作任何陳述或保證。您應自行負責確保您的裝置符合規定的系統要求。
7.8	不變	在法律允許的範圍內，本行將不對有關服務中的任何錯誤、遺漏、截取、破壞、刪除、損失或不準確之處，或任何人對有關服務的使用、依賴或無法使用，或因本手機應用程式及其內置功能（包括流動保安編碼）、本手機應用程式及其內置功能（包括流動保安編碼）運作過程中的任何中斷或受阻或延遲、任何不完整的傳輸、任何電路或系統故障或任何電腦病毒而導致任何損失或損害（包括資料損失或洩漏）承擔任何責任。
8	不變	對於因為或涉及以下情況而導致本行、其職員、僱員、代理人和/或本行指定的任何其他人士發生或遭受的任何索償、訴訟、行動、程序、損失、損害、義務和/或責任或合理發生的所有合理金額的費用和/或開支，您應確保本行、其職員、僱員、代理人和本行指定的任何其他人士免受損害並向其作出賠償：(i)您未能遵守本協議或(ii)您在使用本手機應用程式、其內置功能（包括流動保安編碼）和有關服務或由本行提供的其他手機銀行服務過程中發生欺詐或嚴重疏忽的行為。
9.1(f)	不變	在使用本手機應用程式及其任何內置功能（包括流動保安編碼）前檢查周圍的環境，確保您的裝置密碼和帳戶密碼不被其他人看到。為安全起見，定期更改您的裝置密碼和帳戶密碼；
9.1(g)	不變	在您記住或更改密碼後，將任何密碼的印刷正本銷毀；

客戶重要通知

Important Notice to Customers



9.1(i)	不變	如果您懷疑自己受到欺詐性網站、電子郵件或短訊/ <u>無綫應用協議</u> (WAP) 推送訊息的欺騙 (例如：您在正確輸入您的密碼後無法登入手機應用程式，無論是否有任何警告提示)，請立即更改您的密碼；
9.1(j)	不變	不使用公共或共用個人電腦或流動裝置或公共 Wi-Fi <u>進入網上銀行取用有關服務</u> ；
9.2	不變	本行透過採取加密技術，盡力確保您經由本手機應用程式傳送的資料的安全性。此外，透過使用本手機應用程式、 <u>其內置功能 (包括流動保安編碼) 或任何有關服務</u> ，即表示您確認和同意互聯網傳輸是不會完全保密或安全的。您理解您使用本手機應用程式、其內置功能 (包括流動保安編碼) 或任何有關服務發送的任何訊息或資料，均有可能被他人閱讀或截取 (即使有特別通知註明個別傳輸已經被加密)。
12.1	不變	我們可將本行在本協議項下的權利和義務轉讓及/ <u>或讓與</u> 給另一機構，但這並不會影響您在本協議項下的權利或我們在本協議項下的義務。
12.2	不變	未經本行同意，您不得將您在本協議項下的權利和義務轉讓、 <u>讓與</u> 給另一人或另行處置。
12.3	不變	本協議及其中明確提及的任何文件構成本行與您之間就您使用本手機應用程式、 <u>其內置功能 (包括流動保安編碼) 及有關服務</u> 所訂立的全部協議。您同意，對於未在本協議或其中明確提及的任何文件中載明的任何聲明、陳述、保障或保證 (不論是無不法意圖地或疏忽地作出的)，您不享有任何補救措施。
12.4	不變	如果我們未堅持要求您履行您在本協議項下的任何義務，或者未強制執行我們對您的權利，或者延遲採取上述行動，並不表示我們已豁免我們對您的權利，亦不表示您不需要遵守這些義務。如果我們豁免您的 <u>違約失責</u> 行為，我們只會以書面方式作出豁免，而且這並不表示我們將自動豁免您日後的任何 <u>違約失責</u> 行為。
無	12.6	新增以下 12.6(a)至(c)條，並更新其後條文的項目號碼：

客戶重要通知

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無	12.6(a)	銀行及客戶之外的任何人均不享有《合約（第三者權利）條例》（香港法例第 623 章）（「第三者權利條例」）項下強制執行本協議之任何規定或享有其利益的任何權利。
無	12.6(b)	在受限於本第 12.6 條及第三者權利條例的情況下，銀行的任何董事、職員、僱員、關聯方或代理人可依賴本協議中明示賦予此人權利的任何條文。
無	12.6(c)	不論本協議中有何規定，本協議的撤銷或更改在任何時候均無須經銀行及客戶之外任何其他人同意。
12.6	12.7	本協議應適用於香港法律並依香港法律解釋。香港法院對本協議引起的爭議具有 <u>非專屬管轄權</u> 。

客戶可聯絡分行職員索取上述條款和條件之完整修訂本。客戶除可經分行查詢詳情，亦可致電客戶服務熱線+852 277 95533 或瀏覽 www.asia.ccb.com 了解。若客戶於生效日或之後繼續使用電子理財服務及/或網上銀行服務，上述更改將對客戶具有約束力。倘客戶不接受上述修訂，客戶有權於生效日前根據條款和條件中列明的有關條款終止電子理財服務及/或網上銀行服務，請致電客戶服務熱線通知本行以作安排。

本通知之中英文文本如有歧異，概以英文本為準。

中國建設銀行(亞洲)股份有限公司

2022 年 7 月

客戶重要通知

Important Notice to Customers



Notice of Amendments to Licence Agreement and Terms of Use

Please be informed that Licence Agreement and Terms of Use will be amended with effect from **August 19, 2022 (Friday)** (“effective date”) as set out below:

A. Summary of the key changes to the Terms and Conditions

1. Provisions are amended to update security measures in relation to the use of Mobile Token; and
2. Provisions are amended to enhance clarity of the meaning of certain provisions.

B. Amendments to the Terms and Conditions (additions are underlined and deletions are crossed out):

Licence Agreement and Terms of Use

Original Clause number	Amended or New clause number	Amendment(s)
N/A	N/A	<p>IMPORTANT NOTICE:</p> <ul style="list-style-type: none"> • <u>THIS MOBILE APP AND ALL FEATURES EMBEDDED THEREIN</u> IS PROVIDED TO YOU BY CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED (Bank, us or we). <u>BANK, US OR WE, WHICH SHALL INCLUDE ITS SUCCESSORS, ASSIGNS, TRANSFEREES AND ANY OTHER PERSON DERIVING TITLE UNDER ANY OF THEM.</u> THE MOBILE APP WILL ALLOW YOU TO <u>PROVIDE ACCESS CERTAIN TO THE BANK'S MOBILE BANKING SERVICES AND ANY FEATURES EMBEDDED THEREIN (INCLUDING THE BANK'S MOBILE TOKEN). USE OF ANY AND ALL FEATURES AND SERVICES WITHIN THE MOBILE APP IS MEANT FOR THE BANK'S CUSTOMERS ONLY.</u>
N/A	N/A	<ul style="list-style-type: none"> • <u>THIS LICENCE AGREEMENT (AGREEMENT) SETS OUT THE TERMS AND CONDITIONS IN RELATION TO THE DOWNLOAD, ACCESS AND USE OF THIS MOBILE APP, WHICH SHALL INCLUDE IN PARTICULAR, THE LIMITATIONS OF LIABILITY IN CONDITION 7 AND THE PERSONAL INFORMATION AND SERVICES OF THE BANK, COLLECTION AND PRIVACY POLICY STATEMENT.</u> BY DOWNLOADING THE MOBILE APP FROM THE APP STORE AND CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS OF LIABILITY IN CONDITION 7 AND THE PERSONAL INFORMATION COLLECTION AND PRIVACY POLICY STATEMENT, AND THE TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES (ONLINE BANKING T&Cs) WHICH SHALL FORM THE ENTIRE AGREEMENT BETWEEN YOU AND THE BANK IN RELATION TO YOUR DOWNLOAD, ACCESS AND USE OF THE MOBILE APP AND ALL ITS FEATURES, FUNCTIONALITIES AND SERVICES THEREIN, AND WHICH SHALL BE BINDING UPON YOU.

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Important Notice to Customers



N/A	N/A	<p>• THE MOBILE APP WILL PROVIDE ACCESS TO THE BANK'S MOBILE BANKING SERVICE. USE OF MOBILE BANKING IS FOR THE BANK'S CUSTOMERS ONLY AND WILL BE GOVERNED BY THE TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES (Online Banking T&C). IF THERE IS ANY CONFLICT BETWEEN THIS AGREEMENT AND THE ONLINE BANKING T&C, THE ONLINE BANKING T&C WILL PREVAIL.</p>
N/A	N/A	<p>• IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT <u>AND THE ONLINE BANKING T&CS</u>, YOU WILL NOT BE ABLE TO USE THE MOBILE APP AND THE <u>FEATURES (INCLUDING THE MOBILE TOKEN)</u>, INFORMATION AND SERVICES PROVIDED IN IT.</p>
N/A	N/A	<p>• IF YOU HAVE DOWNLOADED THIS MOBILE APP <u>THROUGH MEANS OTHER THAN VIA THE APP STORE</u>, PLEASE REMOVE IT FROM YOUR DEVICE AND DOWNLOAD VIA THE APP STORE.</p>
N/A	N/A	<p>This agreement (Agreement) is a legal agreement between you and the Bank for the <u>download, use and access</u> of the CCB (HK&MO) mobile app mobile application software (Mobile App) and the <u>features (including the Mobile Token)</u>, information and services provided via the Mobile App (Services).</p>
N/A	N/A	<p>We license the use of the Mobile App and <u>its inbuilt features (including the Mobile Token)</u>, and provide the Services to you on the basis of this Agreement, <u>the Online Banking T&Cs</u> and subject to any rules or policies applied by Apple App Store (known as App Store, and its rules and policies shall collectively be known as App Store Rules). These App Store Rules are available at http://www.apple.com/legal/ and may be amended by the App Store from time to time. Where <u>In the event that there is any discrepancy, the terms of inconsistency between the Online Banking T&Cs, this Agreement shall prevail insofar as the use of the Mobile App and the Services are concerned. App Store Rules, preference should be given in the following order, subject always to the mandatory provisions of applicable laws:</u></p> <ol style="list-style-type: none"> <u>1. the Online Banking T&Cs</u> <u>2. this Agreement; and</u> <u>3. the App Store Rules.</u> <p><u>Unless otherwise defined in this Agreement, terms defined in the Online Banking T&Cs shall have the same meaning when used in this Agreement.</u></p>
1.1	No Change	<p>The terms of this Agreement apply to the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services, including any updates or supplements to the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or the Services, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or the Services, the terms of an open-source licence may override some of the terms of this Agreement. ...</p> <p>...The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services.</p>

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Important Notice to Customers



1.2	No Change	From time to time updates to the Mobile App and its <u>inbuilt features (including the Mobile Token)</u> may be issued through the App Store. Depending on the update, you may not be able to use the Mobile App <u>and, its inbuilt features (including the Mobile Token)</u> and/or the Services until you have downloaded the latest version of the Mobile App and accepted any new terms.
1.3	No Change	You will be assumed to have obtained permission from the owners of the devices (e.g. mobile telephone or other handheld devices) that are controlled, but not owned, by you and to download a copy of the Mobile App onto the devices. You accept responsibility in accordance with the terms of this Agreement for the use of the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or the Services on or in relation to any device, whether or not it is owned by you.
1.4	No Change	<u>The inbuilt features of the Mobile App (including the Mobile Token) and all Services (except information provided by our licensors or by third party service providers, such as market information and property valuation) is/are</u> issued and solely owned by us. Any of the <u>inbuilt features of the Mobile App (including the Mobile Token) and Services</u> may be withdrawn or amended by the Bank at any time without advance notice. We may at our absolute discretion decide whether you are eligible to use any of the <u>inbuilt features of the Mobile App (including the Mobile Token) and Services</u> and suspend your use of the Mobile App or any part of it, or suspend your access to the Services without prior notice. ...
2.1	No Change	Certain <u>inbuilt functions and Services</u> in the Mobile App, including account opening appointment function and enquiry forms for bank services, will collect your personal data and obtain your consent (if required by law) for various purposes, including but not limited to facilitating the bank account opening process and sending you promotional information about our products and services. ...
2.2	No Change	By using the Mobile App, <u>its inbuilt features (including the Mobile Token) and/or any of the Services</u> , you consent to us collecting and using technical information about your device and related software, hardware and peripherals for services in the Mobile App that are internet-based or wireless to improve our products and to provide any services to you.
3.1	No Change	We grant you a non-transferable, non-exclusive licence to use the Mobile App, <u>its inbuilt features (including the Mobile Token) and/or any of the Services</u> on your device, subject to the terms of this Agreement, the Privacy Policy and the App Store Rules, <u>the Online Banking T&Cs</u> , as well as other terms and conditions which have been incorporated into this Agreement by reference. We reserve all other rights.
3.3	No Change	We only supply the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services for domestic and private use. You agree not to use the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services for any commercial, business or resale purposes.
4(a)	No Change	not to use the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services in any way that breaches any applicable local, national or international law or regulation, including all technology control or export laws and regulations that apply to the technology used or supported by the Mobile App or any Services (Technology);
4(b)	No Change	not to copy the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or the Services for any purposes;

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Important Notice to Customers



4(c)	No Change	not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or the Services;
4(d)	No Change	not to make alterations to, or modifications of, the whole or any part of the Mobile App, <u>and its inbuilt features (including the Mobile Token)</u> , or permit the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> , or any part of it to be combined with, or become incorporated in, any other programs;
4(e)	No Change	not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Mobile App <u>and its inbuilt features (including the Mobile Token)</u> ;
4(g)	No Change	not to provide or otherwise make available the Mobile App <u>and its inbuilt features (including the Mobile Token)</u> in whole or in part (including object and source code), in any form to any person without prior written consent from us;
4(h)	No Change	not to use the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into the Mobile App or any operating system;
4(i)	No Change	not to infringe our intellectual property rights or those of any third party in relation to your use of the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or any Services (to the extent that such use is not licensed by this Agreement);
4(j)	No Change	not to transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or any Services;
4(k)	No Change	not to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> , any Services or any operating system;
4(l)	No Change	not to use the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
4(m)	No Change	not to collect or harvest any information or data from the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> or our systems or attempt to decipher any transmissions to or from the servers running the Mobile App;
5.1	No Change	You acknowledge that all intellectual property rights (including but not limited to trade marks, logos and service marks) in the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> , the Services and the Technology anywhere in the world belong to us or our licensors, that rights in the Mobile App are licensed (not sold) to you, and that you have no rights in, or to, the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> , the Services or the Technology other than the right to use each of them in accordance with the terms of this Agreement.
6	No Change	LIMITATION ON USE OF <u>MOBILE TOKEN AND SERVICES</u>

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Important Notice to Customers



6.1	No Change	The <u>Mobile Token and Services</u> are only applicable to available in the jurisdictions in which such Services can be legally provided by the Bank. <u>The Use of and access to the Mobile Token and/or the Services</u> are not intended for persons in or residents of the jurisdictions in which the Bank is unable to <u>provide the Mobile Token and</u> such Services to such persons or residents.
6.2	No Change	Unless permitted by the relevant laws and regulations of the jurisdiction in which you reside, the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services shall not be deemed to constitute an offer to any person for the purchase or sale of any securities or financial instrument, or to make any other investment or deposit.
7.1	No Change	You acknowledge that the Mobile App, <u>its inbuilt features (including the Mobile Token) and Services</u> may not be available for use at all times, and is are also subject to (and may suffer failure or delay in processing and/or transmitting information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. ...
7.2	No Change	The Mobile App <u>and its inbuilt features (including the Mobile Token)</u> may only be used on compatible devices as specified by the Bank from time to time. The Bank shall not guarantee that any particular device or model is compatible with the Mobile App, <u>or its inbuilt features (including the Mobile Token)</u> . You acknowledge that you are responsible to ensure your device meets the minimum requirements. Failure to do so may result in the Mobile App malfunctioning, <u>or your inability to use the Mobile App and any of its inbuilt features (including the Mobile Token)</u> .
7.3	No Change	The Mobile App <u>and its inbuilt features (including the Mobile Token)</u> will not run on any devices which are compromised (e.g. "jailbroken"). The Bank shall not be responsible for any problems or loss suffered by you if you attempt to use the Mobile App <u>and its inbuilt features (including the Mobile Token)</u> on such devices.
7.4	No Change	Your use of the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services is wholly at your own risk. The Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services are provided on an "as is" basis. To the extent permitted by law, the Bank disclaims all conditions, warranties (including, but not limited to, any warranties of merchantability, fitness for a particular purposes, accuracy and non-infringement of third party rights), representations or other terms which may apply to the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> and the Services, whether express or implied.
7.7	No Change	We make no representations or warranties as to the accuracy, functionality or performance of any third party software used in connection with the Mobile App, <u>and its inbuilt features (including the Mobile Token)</u> , or the compatibility of any particular device with the Mobile App, <u>its inbuilt features (including the Mobile Token)</u> . You are solely responsible for ensuring your devices meet the specified system requirements.
7.8	No Change	To the extent permitted by law, the Bank will not be liable for any error, omission, interception, corruption, deletion, loss or inaccuracy in the Services or for any person's use of, reliance on or inability to use such Services, or for any loss or damage (including loss or leakage of data)

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		arising in connection with the Mobile App and its inbuilt features (including the Mobile Token), any interruption or hindrance of or delay in the operation of the Mobile App and its inbuilt features (including the Mobile Token), any incomplete transmission, any circuit or system failure or any computer virus.
8	No Change	You shall hold harmless and indemnify the Bank, its officers, employees, agents and any other persons appointed by the Bank against any claims, suits, actions, proceedings, losses, damages, obligations and/or liabilities which any of them may incur or suffer, and all costs and/or expenses of reasonable amount and reasonably incurred by any of them as a result of or in connection with (i) your failure to comply with this Agreement; or (ii) your fraud or gross negligence in your usage of the Mobile App, its inbuilt features (including the Mobile Token) and the Services or other mobile banking services provided by the Bank.
9.1(f)	No Change	check your surroundings before using the Mobile App and any of its inbuilt features (including the Mobile Token), and make sure that no one sees your device and account passwords. For security purposes, change your device and account password regularly;
9.1(g)	No Change	destroy the original printed copy of the any password after you have memorized or changed the password;
9.2	No Change	The Bank endeavours to ensure the security of your data transmitted via the Mobile App by the use of encryption technology. Additionally, by using the Mobile App, its inbuilt features (including the Mobile Token) or any of the Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Mobile App, its inbuilt features (including the Mobile Token) or any of the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
12.1	No Change	We may assign and/or transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.
12.2	No Change	Without the Bank's consent, you may not assign, transfer or otherwise dispose of your rights or obligations under this Agreement to another person.
12.3	No Change	This Agreement and any document expressly referred to in it constitute the entire agreement between us relating to your use of the Mobile App, its inbuilt features (including the Mobile Token) and the Services. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in it.
N/A	12.6	Add the following new clause 12.6(a) – (c) and update subsequent numbering accordingly:
N/A	12.6(a)	<u>No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (Third Parties Ordinance) to enforce or enjoy the benefit of any of the provisions of this Agreement.</u>
N/A	12.6(b)	<u>Any director, officer, employee, affiliate or agent of the Bank may, subject to this Clause 12.6 and the Third Parties Ordinance, rely on any Clause of this Agreement which expressly confers rights on that person.</u>

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Important Notice to Customers



N/A	12.6(c)	<u>Notwithstanding any term of this Agreement, the consent of any person other than the Bank and the Customer is not required to rescind or vary this Agreement at any time.</u>
12.6	12.7	This Agreement shall be governed by and construed in accordance with Hong Kong law. Disputes arising in connection with the Agreement shall be subject to the <u>non-exclusive jurisdiction</u> of the Hong Kong courts.

Customers may contact our branch staff for a copy of the full version of the revised terms and conditions. For enquiries, please contact any of our branch staff or call customer service hotline at +852 277 95533 or visit www.asia.ccb.com.

The above amendments shall be binding on customers if they continue to use our Electronic Banking Services and/or Online Banking Services on or after the Effective Date. If customers decline to accept the above amendments, they have the right to terminate the use of the Electronic Banking Services and/or Online Banking Services in accordance with the respective terms and conditions before the Effective Date. Should customers wish to terminate their Electronic Banking Services and/or Online Banking Services, please notify us through the Customer Service Hotline.

The English version of this notice shall prevail if there is any discrepancy between the English and Chinese versions.

China Construction Bank (Asia) Corporation Limited
July 2022