

China Construction Bank Corporation Hong Kong Branch China Construction Bank (Asia) Corporation Limited

TERMS AND CONDITIONS FOR CCB EASYPAY SERVICE

Application

1. The terms and conditions set out below (“**Terms**”) apply to CCB EasyPay Service (as defined below) offered by the Bank (as defined below) to its customers (the “**Customer**”). By subscribing to use CCB EasyPay Service, you will be regarded as having accepted these Terms. By using or continuing to use CCB EasyPay Service, you agree to be bound by these Terms as amended from time to time.

Definitions and Interpretation

2. In these Terms, the following expressions, unless otherwise stated or unless the context requires otherwise, shall have the following meanings:

“**Account Terms**” means the terms and conditions (as amended from time to time) applicable to the account through which you use CCB EasyPay Service, which are either (i) the Terms and Conditions for Accounts and Related Services (For Enterprise Customers) which are applicable to accounts maintained with China Construction Bank (Asia) Corporation Limited or (ii) the Master Terms and Conditions for Accounts and Services (Business Customers) which are applicable to accounts maintained with China Construction Bank Corporation Hong Kong Branch.

“**Addressing Function**” means a function of the CCB Payment System to facilitate customers of Participants to use a set of predefined CCB EasyPay Wallet Number representing the account number of an account maintained with a Participant to identify the destination of a payment, funds transfer or remittance instruction and/or other communications for the purpose of the CCB Payment System.

“**Authorised Person**” has the meaning given to it in the Account Terms.

“**Authorised Representative**” has the meaning given to it in the OEBS Terms.

“**Bank**”, in these Terms, has the meaning given to it in the Account Terms, which expression includes its successors in title, assigns and transferees and any persons deriving title under any of them.

“**CCB**” means China Construction Bank Corporation, which expression includes its successors in title, assigns and transferees and any persons deriving title under any of them.

“**CCB EasyPay Service**” means the banking service provided by the Bank to Customers from time to time to facilitate their making of Outward Remittance and receipt of Inward Remittance through the CCB Payment System and Addressing Function.

“**CCB EasyPay Wallet Number**” means an identifier which may be the same as the relevant account number or in another number or combination of number, letter and/or symbol and accepted by CCB for registration for the Addressing Function to identify an account of a customer of a Participant.

“**CCB Group**” has the meaning given to it in the Account Terms.

“**CCB Payment System**” means the system and/or platform and related facilities and functions provided, managed and operated by CCB from time to time for (i) processing payment, funds transfer or remittance instructions among accounts maintained with the Participants; and (ii) exchanging and processing instructions relating to the Addressing Function.

“**Customer Information**” means the all information and Personal Data (i) provided by you in connection

with CCB EasyPay Service; and/or (ii) received by the Bank, CCB and/or any Participant arising from your use of CCB EasyPay Service.

“**Existing Terms**” means the Account Terms, the OEBS Terms, the Privacy Policy, the PDPO Notice and any other applicable agreements or terms and conditions that the Customer has entered into with the Bank, each as may be amended from time to time.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.

“**Instruction**”, in these Terms, means any instruction given by you for making Outward Remittance or any other instruction in relation to CCB EasyPay Service.

“**Inward Remittance**”, in these Terms, means any inward cross-border payment or fund transfer from any account maintained with any Participant outside Hong Kong to the Customer's account maintained with the Bank through the Addressing Function of the CCB Payment System made available under CCB EasyPay Service.

“**OEBS Terms**” means the Bank's Specific Terms and Conditions for Online Enterprise Banking Services as amended from time to time.

“**Online Enterprise Banking Services**” has the meaning given to it in the OEBS Terms.

“**Outward Remittance**”, in these Terms, means any outward cross-border payment or fund transfer from the Customer's account maintained with the Bank to any account maintained with any Participant outside Hong Kong through the CCB Payment System by using CCB EasyPay Service.

“**Participant**” means a member of the CCB Group which is accepted by CCB as a participant of the CCB Payment System.

“**PDPO Notice**” means the Bank's Notice to Customers relating to the Personal Data (Privacy) Ordinance as amended from time to time.

“**Personal Data**” means “personal data” as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

“**Privacy Policy**” means the Bank's Personal Information Collection and Privacy Policy Statement as amended from time to time.

“**Regulatory Requirement**” means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which CCB, the Bank, any other Participants or other members of the CCB Group or you are subject or are expected to comply with from time to time.

“**System Rules**” means rules, requirements, guidelines and procedures imposed by CCB, if any, in relation to the CCB Payment System as amended from time to time.

“**Website**” has the meaning given to it in the OEBS Terms.

“**you**” and “**your**” means each Customer to whom the Bank provide the CCB EasyPay Service and, where the context permits, includes Authorised Person(s) and/or Authorized Representative(s).

3. Unless the context otherwise requires:
 - 3.1 references to any documents include any of their amendments, extensions, updates, substitutes and/or complements in any way from time to time;
 - 3.2 words importing the singular include the plural and vice versa and words importing a gender include every gender;
 - 3.3 clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of these Terms;
 - 3.4 whenever the word "including" is used, it is deemed to be followed by the words "without limitation";
 - 3.5 a Clause or Schedule is a reference to a clause of or schedule to these Terms; and
 - 3.6 a Customer, where applicable, includes a company, a partnership or body unincorporated and its successors and assigns.

Governing Terms

4. These Terms govern the Bank's provision to you and your use of the CCB EasyPay Service.
5. The CCB EasyPay Service forms part of the banking services provided by the Bank to its Customers. In particular, the CCB EasyPay Service is part of the Bank's Online Enterprise Banking Services. The Existing Terms shall apply in addition to these Terms.
6. The terms and conditions applicable to inward remittance and outward remittance under the Account Terms apply to the Inward Remittance and Outward Remittance as defined in these Terms respectively.
7. The provisions of the Existing Terms continue to apply to the CCB EasyPay Service to the extent that they are relevant and not inconsistent with these Terms. Unless otherwise specified, these Terms prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the CCB EasyPay Service.
8. As the Bank provides CCB EasyPay Service through the CCB Payment System, the CCB EasyPay Service is also subject to the System Rules.

Scope of the CCB EasyPay Service

9. The Bank, as a Participant, provides the CCB EasyPay Service to you to facilitate the making of Outward Remittance and receipt of Inward Remittance through the CCB Payment System and Addressing Function.
10. The Bank reserves the right to set, limit or vary from time to time the scope of the CCB EasyPay Service to be provided to you.
11. The Bank may provide the CCB EasyPay Service to facilitate payment, funds transfer and remittance in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
12. CCB EasyPay Service is only intended to be available in jurisdictions in which CCB EasyPay Service can be legally provided by the Bank. CCB EasyPay Service is not intended for entities, persons in or residents of any jurisdictions where such distribution to or use by any entities, persons or residents would be contrary to local laws or regulations.

Application for CCB EasyPay Service

13. To apply for CCB EasyPay Service, the Customer is required to follow the procedures and requirements specified by the Bank (and the System Rules) from time to time including (but without limitation to):
 - 13.1 submission of the relevant application and/or maintenance forms and documents prescribed by the Bank; and
 - 13.2 registration for Addressing Function and CCB EasyPay Wallet Number.
14. The Bank reserves the sole and exclusive right to decide whether to accept the Customer's application for CCB EasyPay Service without giving any reasons.

Terms, Conditions and Procedures for Use of CCB EasyPay Service

15. The Addressing Function and CCB EasyPay Wallet Number
 - 15.1 To obtain CCB EasyPay Service from the Bank, the Customer has to first register for the Addressing Function and CCB EasyPay Wallet Number with CCB through the Bank.
 - 15.2 Registration for the Addressing Function and CCB EasyPay Wallet Number and amendment of CCB EasyPay Wallet Number and related records in the CCB Payment System have to be done in accordance with the applicable System Rules and the applicable rules, guidelines and procedures imposed by the Bank from time to time.
 - 15.3 You hereby authorise the Bank (which is not legally obliged) to take all necessary steps to (a) register for the Addressing Function and CCB EasyPay Wallet Number(s) with CCB for the Customer and (b) amend the Customer's CCB EasyPay Wallet Number(s) or any related records with CCB for the Customer.
 - 15.4 In order to enable the Bank (a) register for the Addressing Function and CCB EasyPay Wallet Numbers with CCB for the Customer and/or (b) amend the Customer's CCB EasyPay Wallet Number(s) or any related records with CCB for the Customer, you have to provide or input the necessary information and complete the registration process through the platform or channel for the Online Enterprise Banking Services or by such other means in such manner as prescribed by the Bank from time to time.
 - 15.5 By instructing the Bank to register, amend or cancel any CCB EasyPay Wallet Number or any account for the Customer in relation to the CCB Payment System, you confirm and warrant that the Customer is the present genuine owner of the relevant CCB EasyPay Wallet Number or account and you are an Authorised Person and/or an Authorised Representative.
 - 15.6 The Bank retains the right to allow or not to allow allocation of any CCB EasyPay Wallet Number to any account of the Customer for the Addressing Function in the Bank's sole and absolute discretion.
16. Outward Remittance and Inward Remittance
 - 16.1 In order to enable the Bank to handle an Instruction for you in relation to Outward Remittance by using the CCB EasyPay Service, you have to provide or input the necessary information (including the correct up-to-date CCB EasyPay Wallet Number of

the account for receiving the Outward Remittance) and complete the process by such means or in such manner prescribed by the Bank from time to time.

- 16.2 For any Outward Remittance, once you confirm the details of a transaction and submit Instruction to the Bank, such Instruction and any resulting transaction is final, irrevocable and binding on the Customer.
- 16.3 Any Instruction given by you will be handled by the Bank in accordance with these Terms and the applicable provisions in the Existing Terms.
- 16.4 You have to comply with all obligations with respect to payments and funds transfers under these Terms and the Existing Terms and ensure sufficient funds in the relevant accounts for settling your Instructions of Outward Remittance from time to time.
- 16.5 All Outward Remittances will be processed, cleared and settled under the clearing and settlement arrangement of the CCB Group (including without limitation the arrangements in relation to the CCB Payment System as specified by CCB, the Bank and/or other Participants from time to time) and the Bank's execution of such Instructions is performed in accordance with any applicable limit prescribed to the Customer and/or the Authorised Representative(s) and/or Authorised Person(s) designated for Online Enterprise Banking Services, including but not limited to any transaction limit.
- 16.6 You acknowledge and agree that:
- (a) the Bank will process and submit your Instructions to the CCB Payment System in accordance with the System Rules;
 - (b) each of the Bank and CCB has the right to process and execute your Instructions in such sequence or manner as the Bank / CCB considers appropriate;
 - (c) the Bank and CCB shall have the right to request for additional information and supporting documents as the Bank and CCB considers appropriate; and
 - (d) the Bank does not have control over the operation of the CCB Payment System nor the timing on which your Instructions are executed via the CCB Payment System.
- 16.7 You acknowledge that in order to enable the Bank to receive Inward Remittance for the Customer, the counterparties have to give payment instructions with the relevant correct up-to-date CCB EasyPay Wallet Numbers of the Customer. The Bank and any member of the CCB Group shall not be held liable to you or the counterparties for any error or mistake as a result of giving instructions with the incorrect or not up-to-date CCB EasyPay Wallet Numbers.

17. Where the Bank receives status update or notifications involving any of the Customer's CCB EasyPay Wallet Numbers or any other matter relating to CCB EasyPay Service from or through the CCB Payment System from time to time, the Bank may notify you by such means and at such time as

the Bank deems appropriate in its sole and absolute discretion.

Your Responsibilities and Undertakings

18. You acknowledge and agree that keeping the CCB EasyPay Wallet Numbers and all related records up-to-date is critical for (a) ensuring effective execution of Outward Remittance and Inward Remittance and (b) avoiding incorrect payment or transfer.
19. You undertake to the Bank, CCB and other Participants:
- 19.1 not to use CCB EasyPay Service for any unlawful purposes;
 - 19.2 to use the correct and up-to-date CCB EasyPay Wallet Numbers and related records in giving each Instruction for Outward Remittance;
 - 19.3 to be solely liable for and hold the Bank and CCB Group harmless from any incorrect payment or transfer effected by the Bank and/or any member of the CCB Group due to incorrect or outdated CCB EasyPay Wallet Numbers or related records;
 - 19.4 to give Instructions and information changes or updates to the Bank on a timely basis for amending the CCB EasyPay Wallet Numbers (or related records), including without limitation terminating any CCB EasyPay Wallet Numbers;
 - 19.5 to comply with all Regulatory Requirements that govern your use of CCB EasyPay Service, including collecting, using and handling the Personal Data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy; and
 - 19.6 to take all necessary steps to prevent unauthorised display or disclosure of any Personal Data or confidential data, including masking the name or other data of such recipients or counterparties in sending remarks or messages to be displayed to recipients or counterparties of your Outward Remittance.
20. You warrant and undertake to the Bank, CCB and other Participants that your use of CCB EasyPay Service, Outward Remittances made by you, Inward Remittances received by the Customer and all Instructions submitted by you under or in relation to CCB EasyPay Service are in compliance with all Regulatory Requirements, including without limitation to:
- 20.1 applicable anti-bribery, anti-corruption, anti-money laundering and counter-terrorism laws and regulations in all relevant jurisdictions;
 - 20.2 international and domestic anti-money laundering and counter terrorism laws and regulations; and
 - 20.3 applicable foreign exchange control, quota requirements filing, registration, declaration and/or reporting requirements.

The Bank's Liabilities and Disclaimers

21. The Bank does not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of the information nor bear any legal liability for loss arising from any inaccuracy, omissions or incompleteness of the function of the CCB Payment

System and/or information displayed through the CCB Payment System, regardless of whether the information is provided by the Bank, by CCB or by a third party. The Bank expressly disclaims any responsibility for the aforesaid.

22. Your use of the CCB EasyPay Service is wholly at your own risk. The CCB Payment System and the CCB EasyPay Service are provided on an "as is" or "as available" basis. To the extent permitted by laws and regulatory requirements applicable to the Bank and CCB, the Bank and CCB disclaim all conditions, warranties and representations of any kind regarding security, merchantability, fitness for a particular purpose, accuracy, non-infringement of third party rights, freedom from computer viruses and otherwise, which may apply to CCB EasyPay Service and the CCB Payment System, whether express or implied.
23. You acknowledge that the CCB Payment System may not be available for use at all times, and is also subject to (and may suffer from 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.
24. You also acknowledge that CCB EasyPay Service may not meet all of your requirements or expectations, and that the features and functionality of the CCB Payment System may from time to time be varied by CCB which in turn may affect the features and functionality of CCB EasyPay Service.
25. CCB EasyPay Service may also be restricted by the type, specification and/or configuration of your device. The Bank will not be responsible for any consequences arising from any inaccuracy, delay or interruption in the transmission of information and transactions due to any telecommunication failures occurred beyond its control.
26. The Bank does not represent or warrant that viruses or other destructive properties will not be transmitted, or that your device will not be damaged, during your use of CCB EasyPay Service through the CCB Payment System. You are solely responsible for ensuring adequate protection and back-up of data and/or device, for taking reasonable and appropriate precautions to scan for computer viruses and other destructive properties, and for preventing (and guaranteeing and ensuring the prevention of) the transmission of any computer viruses and other destructive properties to your device.
27. The Bank, CCB and the members of the CCB Group shall have no responsibility whatsoever for any delay, error, omission, loss or damage howsoever caused by or arising from any of the following:
 - 27.1 your improper use of CCB EasyPay Service;
 - 27.2 your failure to comply with any of these Terms;
 - 27.3 your system unavailability, disruption, failure or error;
 - 27.4 any mechanical failure, malfunction, interruption howsoever caused or the inadequacy of the computer system of the Bank and/or the CCB Payment System;

27.5 the lack of proper authorisation from the person purporting to act on behalf of the Customer; and/or

27.6 any other causes beyond reasonable control of the Bank and/or CCB.

28. Without reducing the effect of Clause 27 above or the provisions of the Existing Terms:

28.1 the Bank shall not be liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with:

- (a) the use of CCB EasyPay Service;
- (b) the processing or execution of Instructions and any other instructions or requests given by you in relation to CCB EasyPay Service or the CCB Payment System;
- (c) the Addressing Function; and/or
- (d) the omission, failure and default of any other Participants,

except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents;

28.2 for the avoidance of doubt, the Bank shall not be liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with:

- (a) your failure to comply with your obligations relating to CCB EasyPay Service;
- (b) any delay, unavailability, disruption, failure, error of or caused by the CCB Payment System or any functionality of the CCB Payment System; and/or
- (c) from any circumstances beyond the Bank's reasonable control; and

28.3 in no circumstances will (a) the Bank; (b) any member of the CCB Group; (c) the respective agents of (a) and (b); or (d) the respective officers and employees of (a), (b) and (c) ((a), (b), (c) and (d) collectively referred to as the "Indemnified Parties") be liable to you or any other person for any loss of profit, interest, any special, indirect, incidental, consequential or punitive loss or damage (whether or not they were foreseeable or likely to occur).

Your Liability and Indemnity

29. Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that the Indemnified Parties may have, you will indemnify the Indemnified Parties and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Indemnified Parties or any of them and all actions or proceedings which may be brought by or against the Indemnified Parties or any of them as a result of or in connection with the Bank's provision of the CCB EasyPay Service or your use of the CCB EasyPay Service.

30. The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions

or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents. The above indemnity shall continue to have effect after the termination of CCB EasyPay Service.

Collection and use of Customer Information

31. You agree and acknowledge that the Privacy Policy and PDPO Notice of the Bank and the Account Terms (in particular clause 10 Handling of Customer Information of Part A of the Account Terms) shall apply to the Customer Information.

32. Without reducing the effect and limiting the generality of the Existing Terms, you agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of CCB EasyPay Service. These purposes include without limitation one or more of the following:

32.1 providing CCB EasyPay Service to you, maintaining and operating CCB EasyPay Service;

32.2 processing and executing your Instructions from time to time;

32.3 disclosing or transferring the Customer Information to CCB and other Participants for their use for the purpose of the operation of the CCB Payment System and the CCB EasyPay Service; and/or

32.4 meeting the requirements to make disclosure under any Regulatory Requirements; and purposes relating to any of the above.

33. You understand and agree that the Customer Information may be further disclosed or transferred by CCB, the Bank or any other Participants to their customers and any other third parties who are users of CCB EasyPay Service or the CCB Payment System for the purposes of providing and operating the Addressing Function.

34. If the Customer Information includes Personal Data or other information of any person other than yourself, you confirm that you will obtain and have obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by CCB, the Bank and the other Participants as specified in these Terms and the Existing Terms.

Suspension or Termination

35. You acknowledge and agree that CCB has the right in its sole and absolute discretion to suspend or terminate the use of the CCB Payment System and Addressing Function by any person in whole or in part at any time without giving prior notice or reason.

36. You acknowledge and agree that the Bank has the right at any time in its sole and absolute discretion without prior notice to you and without incurring any liability:

36.1 to suspend, withdraw or terminate in whole or in part your use of the CCB EasyPay Service;

36.2 defer your Instructions; and/or

36.3 reject any Instruction (including without limitation, for complying with any legal and regulatory requirements applicable to the Bank, CCB and/or any Participant and/or in case when such Instruction is not in its proper form).

37. The Customer may terminate the CCB EasyPay Service by your giving of prior notice to the Bank in the form and by means specified by the Bank from time to time. You agree that any notice of termination given by you will only become effective when the Bank confirms the termination. Any termination of CCB EasyPay Service will not affect any of the rights or obligations which may have accrued on or before the date of termination, and the provisions of these Terms will continue to bind you after the termination of these Terms to the extent that they relate to any of your obligations or liabilities which remains to be performed or discharged.

Rights of Third Parties

38. No person other than the Bank, the Customer and other Indemnified Parties will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any part of the provisions of these Terms. Application of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) is hereby expressly excluded.

Amendment

39. The Bank does not require consent from you or any third party to amend or vary these Terms. The Bank may (without your consent nor agreement) modify, amend, cancel, waive or vary these Terms from time to time, or introduce additional terms and conditions from time to time. The changes will become effective upon the Bank giving notice to the Customer, including posting the amended Terms on the Website or displaying the amended Terms in the Bank's branches (as appropriate) or through any other means as the Bank thinks fit. The amended Terms shall be binding on you if you continue to use CCB EasyPay Service. If the Customer does not agree to any changes made by the Bank to these Terms, subject to Clause 37 above, the Customer may stop using the CCB EasyPay Service.

Governing Law and Jurisdiction and Governing Version

40. The English version of these Terms is the governing version and shall prevail if there is any discrepancy between the English version and the Chinese version.

41. These Terms are governed by and shall be construed in accordance with the laws of Hong Kong. The Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.