

# 客戶重要通知

## Important Notice to Customers



### 更改「许可协议和使用条款」通知

本行将于 2022 年 8 月 19 日 (星期五) (「生效日」) 修订「许可协议和使用条款」的条文。

#### A. 条款和条件主要更新的摘要

1. 修订条文以列明与使用流动保安编码有关的保安措施；及
2. 修订条文以使某些条文涵义更清晰。

新增条文及完整修订请参阅 B 部分。

#### B. 条款和条件内已修订的条文(新加内容已划上底线，移除内容已被划掉)

:

「许可协议和使用条款」

原有项目号码	修订或新增项目号码	修订内容
无	无	<p>重要提示：</p> <ul style="list-style-type: none"><li>• 本手机客户端及嵌入其中的所有功能均由中国建设银行（亚洲）股份有限公司（「本行」或「我们」，<u>包括本行的继承人、受让人、承让人及从前述任何一方取得所有权之任何其他</u>人）向您提供。本手机客户端将使您能够进入本行的手机银行服务及使用嵌入其中的任何功能（<u>包括本行的流动保安编码</u>）。本手机客户端中任何及所有功能和服务仅供本行客户使用。</li></ul>

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无	无	<ul style="list-style-type: none"> <li>• <u>本许可协议（「本协议」）载有与下载、进入和使用本手机客户端有关的条款及条件，特别包括第 7 条中的责任限制以及个人资料收集和私隐政策声明。透过从客户端下载本手机客户端并点按以下「接受」按键，即表示您同意本协议的条款而本协议条款将对您具有约束力。本协议的条款特别包括第 7 条中的责任限制以及个人资料收集和私隐政策声明。透过本手机客户端，您将可以获得本行的手机银行服务。手机银行服务仅供本行客户使用，而且在使用手机银行服务时须遵守网上银行服务的相关条款和条件及网上银行服务的条款及条件（「网上银行条款」），本协议与及网上银行条款构成您与本行之间有任何冲突之处，应以网上银行条款为准与您下载、进入及使用本手机客户端及其所有功能、性能和服务有关的完整协议，并对您具有约束力。</u></li> </ul>
无	无	<ul style="list-style-type: none"> <li>• 如果您不同意本协议的条款及网上银行条款，您将不能使用本手机客户端及其中提供的功能（包括流动保安编码）、资料和服务。</li> </ul>
无	无	<ul style="list-style-type: none"> <li>• 如果您不是透过客户端以外的其他途径下载本手机客户端，请将其从您的装置上删除，并透过客户端下载本手机客户端。</li> </ul>
无	无	本协议是您与本行之间就 <u>下载、使用及进入「建行（港澳）手机客户端」手机客户端软件（「本手机客户端」）以及透过本手机客户端所提供的功能（包括流动保安编码）、资料和服务（「有关服务」）而订立的法律协议。</u>
无 (ios 版)	无 (ios 版)	我们是基于本协议、 <u>网上银行条款</u> 并根据 Apple 客户端（「客户端」，其规则和政策合称「客户端规则」） <u>所采用的任何规则或政策</u> ，许可您使用本手机客户端的 <u>及其内置功能（包括流动保安编码）的</u> ，并向您提供有关服务。该等客户端规则可在 <a href="http://www.apple.com/legal/">http://www.apple.com/legal/</a> 上查阅，而且客户端可能会不时修订该等客户端规则。 <u>如网上银行条款、本协议与客户端商店规则之间有任何</u>

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		<p>何不符之处，应<u>按以下优先次序以该文件为准</u>，但在任何时候均受限于适用法律的强制性规定：</p> <p>1. <u>网上银行条款</u>；</p> <p>2. <u>本协议</u>；及</p> <p>3. <u>客户端规则</u>。</p> <p>除非本协议中另有定义，否则网上银行条款中定义的词汇在本协议中使用时应具有相同含义。</p>
无 (aos 版)	无 (aos 版)	<p>我们是基于本协议并根据 Google 客户端商店所采用的任何规则或政策（“客户端商店”，其规则和政策合称“客户端商店规则”），许可您使用本手机客户端的并向您提供有关服务。该等客户端商店规则可在 <a href="https://play.google.com/store">https://play.google.com/store</a> 上查阅，而且客户端商店可能会不时修订该等客户端商店规则。<del>就使用本手机客户端和</del><u>有关服务方面，如果如网上银行条款、本协议条款与客户端规则之间有任何不符之处，应<u>按以下优先次序以本协议条款</u>该文件为准</u>，但在任何时候均受限于适用法律的强制性规定：</p> <p>_____</p> <p>1. <u>网上银行条款</u>；</p> <p>2. <u>本协议</u>；及</p> <p>3. <u>客户端规则</u>。</p> <p>除非本协议中另有定义，否则网上银行条款中定义的词汇在本协议中使用时应具有相同含义。</p>
1.1	不变	<p>本协议的条款适用于本手机客户端、<u>其内置功能（包括流动保安编码）和</u>有关服务，包括本手机客户端、<u>其内置功能（包括流动保安编码）</u>或有关服务的任何更新或补充。...如果本手机客户端、<u>其内置功能（包括流动保安编码）</u>或有关服务中含有任何开放源码软件，</p>

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		<p>则开放源码软件许可的条款可能凌驾本协议的某些条款。...新的条款可能会显示在荧光幕上，您可能需要阅读并接受该等条款，方可继续使用本手机客户端、其内置功能（包括流动保安编码）和有关服务。</p>
1.2	不变	<p>我们会不时透过客户端发布本手机客户端及其内置功能（包括流动保安编码）的更新。视乎个别更新，除非您已下载本手机客户端的最新版本并接受任何新的条款，否则，您可能无法使用本手机客户端和、其内置功能（包括流动保安编码）及/或有关服务。</p>
1.3	不变	<p>如果您控制但并不拥有有关装置（例如流动电话或其他手持装置），我们将假定您已获得该等装置拥有人的允许以下载本手机客户端到至装置上。您将根据本协议的条款，接受在任何装置（不论是否由您拥有）上使用本手机客户端、其内置功能（包括流动保安编码）或有关服务或与该等装置有关之使用的相关责任。</p>
1.4	不变	<p>本手机客户端的内置功能（包括流动保安编码）及所有有关服务（除我们的许可人或第三方服务提供商提供的市场资料和物业估价资料等资料以外）是由我们提供并全权拥有的。本行可随时不经事先通知而撤销或修改本手机客户端的任何内置功能（包括流动保安编码）及任何有关服务。我们有绝对酌情权，决定您是否有资格使用本手机客户端的任何内置功能（包括流动保安编码）及任何有关服务，以及不经事先通知而暂停您对本手机客户端或其中任何部分的使用，或者不经事先通知而中止您对有关服务的使用权。...</p>
2.1	不变	<p>本手机客户端的某些内置功能和有关服务，包括开立户口的预约功能和银行服务的查询表格，将为各种用途而收集您的个人资料（并在法律要求的情况下获得您的同意，包括但不限于为促进开立银行帐户的程序以及向您发送有关我们产品和服务的推广资料）并在法律要求的情况下获得您的同意。...</p>
2.2	不变	<p>透过使用本手机客户端、其内置功能（包括流动保安编码）及/或任何一项有关服务，即表示您同意我们就本手机客户端中的互联网服</p>

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		务或无线服务而收集和使用有关您的装置及相关软件、硬件和接口设备的技术信息，以改进我们的产品并向您提供任何服务。...
3	不变	授予许可及 <u>许可范围</u>
3.1	不变	根据本协议、私隐政策和客户端规则的 <u>网上银行条款</u> 以及透过经提述方式而纳入本协议的其他条款和条件，我们授予您一项不可转让、非专有的权利，许可您在您的装置上使用本手机客户端、 <u>其内置功能（包括流动保安编码）及/或任何有关服务</u> 。我们保留一切其他权利。
3.3	不变	我们仅提供本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 和有关服务作本身和私人的用途。您同意不将本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 和有关服务用于任何商业、业务或转售目的。
4(a)	不变	在使用手机客户端、 <u>其内置功能（包括流动保安编码）</u> 和有关服务时均不会违反任何适用的当地、国家或国际法律或法规，包括本手机客户端或任何有关服务使用或支持的技术（「有关技术」）所适用的一切技术管制或出口法律和法规；
4(b)	不变	不会就任何目的复制本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或有关服务；
4(c)	不变	不会对本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或有关服务进行出租、租赁、再许可、出借、翻译、合并、改写、变改或修改；
4(d)	不变	不会对本手机客户端及其 <u>内置功能（包括流动保安编码）</u> 的全部或任何部分作出改动或修改，亦不会允许本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或其中任何部分与任何其他程序合并或被纳入任何其他程序；
4(e)	不变	不会对本手机客户端及其 <u>内置功能（包括流动保安编码）</u> 的全部或任何部分进行反汇编、反编译、倒序工程或根据其创造衍生作品；

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4(g)	不变	未经我们事先书面同意，不会以任何形式将本手机客户端及其 <u>内置功能（包括流动保安编码）</u> 的全部或部分（包括其目标代码及源码）提供给任何人或以其他方式供任何人使用；
4(h)	不变	不会以任何非法方式、为任何非法目的或以与本协议不符的任何方式使用本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或有关服务，或采取欺诈或恶意行动，例如非法侵入本手机客户端或任何操作系统；
4(i)	不变	在使用本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或任何有关服务时，不会在本协议许可的使用范围外侵犯我们的知识产权或任何第三方的知识产权；
4(j)	不变	在使用本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或任何有关服务时，不会传送任何诽谤性、冒犯他人的或其他令人反感的资料；
4(k)	不变	不会在知情的情况下传送、发送或上传包含下列任何内容的任何数据或资料：病毒、木马病毒、蠕虫、定时炸弹病毒、键盘记录工具、间谍软件、广告软件或者对本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 、任何有关服务或任何操作系统的运作造成不利影响的任何其他有害程式或类似的 <u>计算机代码</u> ；
4(l)	不变	不会以可能对我们的系统或安全造成破坏、导致其无法正常运作、使其负荷过重、使其受损或导致其被入侵或者干扰其他用户的方式使用本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或任何有关服务；
4(m)	不变	不得从手机客户端、 <u>其内置功能（包括流动保安编码）</u> 或我们的系统收集或采集任何资料或数据，或试图破解向或由运作本手机客户端的伺服器进行的任何传输；
5.1	不变	您确认本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 、有关服务和有关技术在全球任何地方的所有知识产权（包括但不限于商标、标识和服务商标）均属于我们或我们的许可人，本手机客户端中的权利是许可（而非出售）给您的，并且，除了根据本协议条款



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		使用本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 、有关服务或有关技术的权利外，您对本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 、有关服务或有关技术不享有任何其他权利。
6	不变	使用 <u>流动保安编码和有关服务的限制</u>
6.1	不变	<u>流动保安编码和有关服务仅适用于在本行可合法提供该等有关服务的司法管辖区内提供</u> 。如果本行不能在某些司法管辖区内向其中的人士或居民提供 <u>流动保安编码和有关服务</u> ，则 <u>流动保安编码及/或有关服务</u> 并不能供该等人士或居民使用 <u>和取用</u> 。
6.2	不变	除非您居住的司法管辖区的相关法律及法规允许，否则，本手机客户端、 <u>其内置功能（包括流动保安编码）</u> 和有关服务不应被视为构成向任何人士作出有关购买或出售任何证券或金融产品或者进行任何其他投资或存款的要约。
7.1	不变	您确认本手机客户端 <u>未能</u> 、 <u>其内置功能（包括流动保安编码）</u> 和 <u>有关服务并非在任何时候都可供使用</u> ，并受限于以下情况（并可能因此而 <u>导致在处理和/或传输资料时发生故障或延迟</u> ）：因互联网流量造成的中断、硬件或软件故障、错误、传输失败、传输延迟；或者因互联网的公共性质、市场交易量或波动、系统故障或升级或维护或其他原因而导致的资料传输错误。...
7.2	不变	本手机客户端 <u>及其内置功能（包括流动保安编码）</u> 只能在本行不时指定的相容装置上使用。本行并不保证任何特定装置或型号与本手机客户端或 <u>其内置功能（包括流动保安编码）</u> 的相容性。您确认您有责任确保您的装置符合最低要求，否则，可能导致本手机客户端无法正常运作 <u>或导致您无法使用本手机客户端及其任何内置功能（包括流动保安编码）</u> 。
7.3	不变	本手机客户端 <u>及其内置功能（包括流动保安编码）</u> 不能在 <u>被入侵的装置上（例如：「已越狱」）</u> 运作。如果您试图在该等装置上使用本手机客户端 <u>及其内置功能（包括流动保安编码）</u> ，本行不对您因此发生的任何问题或损失承担责任。

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7.4	不变	您应自行承担使用本手机客户端、其内置功能（包括流动保安编码）和有关服务的所有风险。本手机客户端、其内置功能（包括流动保安编码）和有关服务是按「现状」提供的。在法律允许的范围内，本行排除所有可能适用于本手机客户端和有关服务的明示或默示的条件、其内置功能（包括流动保安编码）和有关服务的明示或默示的条件、保证（包括但不限于有关适销性、适用于任何特定用途、准确性和不侵犯第三方权利的任何保证）、陈述或其他条款。
7.7	不变	本行不就本手机客户端及其内置功能（包括流动保安编码）所使用的任何第三方软件的准确性、功能性或操作性，亦不就任何特定装置与本手机客户端及其内置功能（包括流动保安编码）的相容性，作任何陈述或保证。您应自行负责确保您的装置符合规定的系统要求。
7.8	不变	在法律允许的范围内，本行将不对有关服务中的任何错误、遗漏、截取、破坏、删除、损失或不准确之处，或任何人对有关服务的使用、依赖或无法使用，或因本手机客户端及其内置功能（包括流动保安编码）、本手机客户端及其内置功能（包括流动保安编码）运作过程中的任何中断或受阻或延迟、任何不完整的传输、任何电路或系统故障或任何电脑病毒而导致任何损失或损害（包括资料损失或泄漏）承担任何责任。
8	不变	对于因为或涉及以下情况而导致本行、其职员、雇员、代理人和/或本行指定的任何其他人士发生或遭受的任何索偿、诉讼、行动、程序、损失、损害、义务和/或责任或合理发生的所有合理金额的费用和/或开支，您应确保本行、其职员、雇员、代理人和本行指定的任何其他人士免受损害并向其作出赔偿：(i)您未能遵守本协议或(ii)您在使用本手机客户端、其内置功能（包括流动保安编码）和有关服务或由本行提供的其他手机银行服务过程中发生欺诈或严重疏忽的行为。
9.1(f)	不变	在使用本手机客户端及其任何内置功能（包括流动保安编码）前检查周围的环境，确保您的装置密码和帐户密码不被其他人看到。为安全起见，定期更改您的装置密码和帐户密码；
9.1(g)	不变	在您记住或更改密码后，将任何密码的印刷正本销毁；



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9.1(i)	不变	如果您怀疑自己受到欺诈性网站、电子邮件或短讯/ <u>无线应用协议 (WAP)</u> 推送讯息的欺骗 (例如: 您在正确输入您的密码后无法登入手机客户端, 无论是否有任何警告提示), 请立即更改您的密码;
9.1(j)	不变	不使用公共或共享个人计算机或流动装置或公共 Wi-Fi <u>进入网上银行取用有关服务</u> ;
9.2	不变	本行透过采取加密技术, 尽力确保您经由本手机客户端传送的资料的安全性。此外, 透过使用本手机客户端、 <u>其内置功能 (包括流动保安编码)</u> 或任何有关服务, 即表示您确认和同意互联网传输是不会完全保密或安全的。您理解您使用本手机客户端、其内置功能 (包括流动保安编码) 或任何有关服务发送的任何讯息或资料, 均有可能被他人阅读或截取 (即使有特别通知注明个别传输已经被加密)。
12.1	不变	我们可将本行在本协议项下的权利和义务转让及/或让与给另一机构, 但这并不会影响您在本协议项下的权利或我们在本协议项下的义务。
12.2	不变	未经本行同意, 您不得将您在本协议项下的权利和义务转让、让与给另一人或另行处置。
12.3	不变	本协议及其中明确提及的任何文件构成本行与您之间就您使用本手机客户端、 <u>其内置功能 (包括流动保安编码)</u> 及有关服务所订立的全部协议。您同意, 对于未在本协议或其中明确提及的任何文件中载明的任何声明、陈述、保障或保证 (不论是无不法意图地或疏忽地作出的), 您不享有任何补救措施。
12.4	不变	如果我们未坚持要求您履行您在本协议项下的任何义务, 或者未强制执行我们对您的权利, 或者延迟采取上述行动, 并不表示我们已豁免我们对您的权利, 亦不表示您不需要遵守这些义务。如果我们豁免您的 <u>违约失责</u> 行为, 我们只会以书面方式作出豁免, 而且这并不表示我们将自动豁免您日后的任何 <u>违约失责</u> 行为。
无	12.6	新增以下 12.6(a)至(c)条, 并更新其后条文的项目号码:

# 客戶重要通知

## Important Notice to Customers



无	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。
无	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。
无	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士同意。
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</u> 專屬管轄權。

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](http://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"> <li>• <u>THIS MOBILE APP AND ALL FEATURES EMBEDDED THEREIN</u> IS PROVIDED TO YOU BY CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED (<del>Bank, us or we</del>). <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 <del>ALLOW YOU TO</del> <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></li> </ul>
N/A	N/A	<ul style="list-style-type: none"> <li>• <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 <del>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&amp;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.</del></li> </ul>

# 客戶重要通知

## Important Notice to Customers



N/A	N/A	<p><del>• 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&amp;C). IF THERE IS ANY CONFLICT BETWEEN THIS AGREEMENT AND THE ONLINE BANKING T&amp;C, THE ONLINE BANKING T&amp;C WILL PREVAIL.</del></p>
N/A	N/A	<p>• IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT <u>AND THE ONLINE BANKING T&amp;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 <del>agreement</del> (Agreement) is a legal agreement between you and the Bank for the <u>download, use and access</u> of the CCB (HK&amp;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&amp;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 <a href="http://www.apple.com/legal/">http://www.apple.com/legal/</a> and may be amended by the App Store from time to time. <del>Where</del> <u>In the event that there is any discrepancy, the terms of inconsistency between the Online Banking T&amp;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"> <li><u>1. the Online Banking T&amp;Cs</u></li> <li><u>2. this Agreement; and</u></li> <li><u>3. the App Store Rules.</u></li> </ol> <p><u>Unless otherwise defined in this Agreement, terms defined in the Online Banking T&amp;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>

# 客戶重要通知

## 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&amp;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);



# 客戶重要通知

## Important Notice to Customers



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;
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.



# 客戶重要通知

## Important Notice to Customers



6	No Change	LIMITATION ON USE OF <u>MOBILE TOKEN AND SERVICES</u>
6.1	No Change	The <u>Mobile Token and Services</u> are only <del>applicable to</del> available in the jurisdictions in which such Services can be legally provided by the Bank. <del>The Use of and access to the Mobile Token and/or the Services</del> are not intended for persons in or residents of <del>the</del> 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 <del>is</del> 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.

# 客戶重要通知

## Important Notice to Customers



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) arising in connection with the Mobile App <u>and its inbuilt features (including the Mobile Token)</u> , any interruption or hindrance of or delay in the operation of the Mobile App <u>and its inbuilt features (including the Mobile Token)</u> , 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, <u>its inbuilt features (including the Mobile Token)</u> 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 <u>and any of its inbuilt features (including the Mobile Token)</u> , 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 <del>the</del> 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, <u>its inbuilt features (including the Mobile Token)</u> 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, <u>its inbuilt features (including the Mobile Token)</u> 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 <u>assign, transfer or otherwise dispose of</u> 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, <u>its inbuilt features (including the Mobile Token)</u> 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	<b>Add the following new clause 12.6(a) – (c) and update subsequent numbering accordingly:</b>
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</u>

# 客戶重要通知

## Important Notice to Customers



		<u>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>
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 of the Hong Kong courts.</u>

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](http://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