

IMPORTANT INFORMATION

TERMS AND CONDITIONS OF PERSONAL INTERNET BANKING **PLEASE READ THIS CAREFULLY**

This “Terms and Conditions of Personal Internet Banking Service” (the “Agreement”) applies to your access and use, through the use of a single Username and Password, designated UOBC Personal Internet Banking Services(the “IBS”).

You may access and use, through the use of a single Username and Password, UOBC Personal IBS through UOBC’s website, presently located at www.uobchina.com.cn (or any replacement or successor domain name, and includes any website operated and/or maintained by or for UOBC, from time to time at any time) (the “Website”).

You may access and use other products and services offered by UOBC solely or by UOBC in conjunction with third parties, through the IBS. This Agreement does not affect the continued use of the existing terms and conditions of the specific product or service you use. In the event of any inconsistency between this Agreement and the then current terms and conditions governing the specific product or service, the terms of this Agreement shall prevail only in matters relating to the IBS and the then current terms and conditions governing the specific product or service shall prevail in matters relating to those products or services. The terms and conditions of this Agreement are only a supplement to the regulations applicable to the specific product or service you use, and do not affect the generality of these regulations.

A hardcopy of this Agreement as part of the application form will also be provided to you at the outlets of UOBC. This Agreement shall become effective and you agree to be bound by the terms and conditions of this Agreement once you sign the application form for the IBS. Without prejudice to the other disclaimers in this Agreement, Clause 7 and Clause 8 set out the specific disclaimers in relation to your use of the IBS. In the event of any inconsistency between these terms and the terms of each of the products and services offered through or contained in the IBS, the terms and conditions herein shall prevail.

UOBC will from time to time add, vary or change the services offered to you. Such changes may necessitate amendments to the terms and conditions of this Agreement. The terms and conditions of this Agreement may change from time to time.

Your (a) use and/or continued use of the IBS; and/or (b) access and use of the products and services provided through or contained in the IBS, constitute your agreement to be bound by and comply with the terms and conditions in this Agreement (in respect of Accounts held by you now and/or in the future), and any amendments there to made from time to time. If you do not accept these terms and conditions, please immediately discontinue your access and/or use of the IBS.

If you have any questions, comments, complaints, believe that an error has occurred in relation to the IBS or need any further assistance, please contact UOBC via the phone number published in the UOBC Website or other ways designated by UOBC from time to time in the Website or otherwise.

ACCOUNT TRANSFER SERVICES WILL BE OPENED SIMULTANEOUSLY AFTER YOU ACTIVE THE SERVICES. YOU SHALL ACKNOWLEDGE THE RISKS AND BE WILLING TO TAKE THE RISKS ASSOCIATED WITH THE TRANSACTIONS CONDUCTED VIA THE SERVICES. YOU

SHALL BE RESPONSIBLE FOR SAFE KEEPING THE EQUIPMENT AND INFORMATION RELATING TO THE SERVICES (USERNAME, PASSWORD, ETC.) APPROPRIATELY AND BE LIABLE FOR ALL TRANSACTIONS CONDUCTED THROUGH THE SERVICES.

TERMS AND CONDITIONS

UOBC will provide you with IBS in compliance with applicable laws, this Agreement and any other terms and conditions of UOBC applicable to internet banking. Any operation of your internet banking and any use of the IBS shall be governed by the laws and regulations. You shall not use any operation or service to engage in any violation of laws, regulations or supervision of the relevant authority. If the content of this Agreement is inconsistent with applicable laws and regulations or the regulatory requirements of the relevant authority, the Bank will follow such laws and regulations or the regulatory requirements of the relevant authority.

1 REGISTRATION AND ELIGIBILITY

- (a) As a customer of the IBS, you are required to and undertake sole responsibility for the submission of true, accurate and complete particulars or information, including the Account(s) to be linked to the IBS, when applying for the IBS. Your application and use of the IBS and the Username and Password are subject to UOBC's approval (as set out in Clause 2.1 (e) below). UOBC will not be responsible for the consequences of any of the particulars or information being incomplete, inaccurate, garbled or obsolete and UOBC is entitled to act on such particulars and information notwithstanding the possibility that they may conflict with other particulars, information or instructions given by you. In addition, you undertake to promptly notify UOBC of any changes in the particulars or information provided. You represent, by submitting your application for the IBS that you have the right and capacity to enter into this Agreement.
- (b) UOBC may at its sole discretion permit access to the IBS using your debit card and debit card password. In addition to UOBC's existing terms and conditions governing the use of debit card and debit card password, the terms herein which govern the use of your Username and Password shall apply with the necessary modifications, to your use of the debit card and debit card password where there is no conflict or inconsistency.
- (c) UOBC may send you the password or other related verification information from the mobile phone number you provided when you apply for the IBS. Not due to the password or other related verification information caused by UOBC after sending to you but you have not received, UOBC is free from responsibility. If you suspect or know that the security of your Username, Password and/or Equipment has been compromised, it is your responsibility to notify UOBC immediately and request a new Username and/or Password.
- (d) UOBC reserves the right to reject any application. If you have any questions or comments about any rejection result, you can contact UOBC through the hotline published on the UOBC website, and UOBC will explain to you in an appropriate way. UOBC's acceptance of your application is subject to factors, such as the fulfilment of eligibility criteria, the provision of required documents and agreement to terms and conditions specified by UOBC.

- (e) Upon approval of your application, UOBC will offer you access to the IBS. You may use the IBS to access individual Accounts in your sole name, joint accounts operated by a single signature authorisation and such other additional services as UOBC may offer through the IBS from time to time.

2 USE OF THE SERVICES

2.1 Security/Confidentiality

- (a) You hereby undertake to keep your Username and Password confidential and that no person other than yourself shall be permitted or shall have access or knowledge of your Username and Password. As far as the IBS are concerned, you shall not be entitled to dispute any transaction carried out under your Username and Password. You undertake to change your Password regularly, and not to disclose your Password to anyone. If you have reason to suspect that the security and/or confidentiality of your Password have/has been compromised, you must change your Password immediately and inform UOBC (the “Remedial Actions”). Any change of Password shall be effective only if confirmed by UOBC. You shall not change your Username.
- (b) UOBC reserves the right to deactivate or revoke the use of your Username and Password at any time for any reason whatsoever without any prior notice or reasons.
- (c) As far as the IBS are concerned, you are responsible for any transaction carried out under your Username and Password, including all transactions effected pursuant to unauthorised instructions or unauthorised use of your Username and/or Password. As far as the IBS are concerned, you will continue to be responsible for any transaction carried out under unauthorised use of your Username and Password until UOBC has been notified of and has been given a reasonable period of time to deactivate and revoke your Username, Password and/or other disposal such as dealing processing related transactions. You are required to check your bank statements regularly for your UOBC type I account. If your bank statements reveal any unauthorised transactions, you are required to perform the Remedial Actions immediately. Failure to inform UOBC within fourteen (14) days of the date of receipt of the bank statement will be deemed to constitute your acceptance of the bank statement and accuracy of the contents of that statement.
- (d) You are required to inform UOBC if your Username and/or Password becomes invalid and/or ceases to have effect.
- (e) Your Username and Password must comply with the following security measures, and you shall ensure that:
 - (i) your Username should have between a minimum of 8 or a maximum of 16 alphanumeric characters or alphabets and that your Password should have between a minimum of 8 or a maximum of 24 alphanumeric characters or digits;
 - (ii) the same digit or character is not used more than twice in any Username or Password;
 - (iii) your Username and/or Password should not be the same as any previous/expired Username and/or Password used by you for the IBS;

- (iv) your Username and Password are not based on your personal mobile phone number, birthday or any other personal information and your Password for the IBS shall not be set as the same for other usages (e.g. setting e-mail password as Password). You shall modify the Password regularly;
 - (v) your Username and Password are kept confidential at all times and not divulged to anyone;
 - (vi) you memorise and not record anywhere your Username and Password; and
 - (vii) notify UOBC immediately after you have reason to believe that any person may have acquired knowledge of your Username or Password.
- (f) You agree to ensure that the browser, application and software which you use to use and access the IBS are well secured. You warrant that for this purpose you will take necessary measures, including but not limited to, upgrading your browser, application and software to support SSL 128-bit encryption or a higher encryption standard, changing UOBC's website address from http:// to https:// and a security icon that looks like a lock or key appears when authentication and encryption is expected.
- (g) From time to time UOBC may inform you of additional security measures, instructions or recommendations which you are required to comply with and you undertake to comply with the same.
- (h) You should never respond to a request purportedly from UOBC via email, facsimile, pagers or mobile phones or such other media to provide your Account, Username, Password or security details as UOBC will never make such a request. You are responsible for the security of your Equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information.
- (i) During the use of the IBS, you shall avoid risks, including but not limited to:**
- (i) Important information, such as your Username, Account number and Password, may be guessed, peeped at or stolen through Trojan virus, fake websites, fraud telephones or short messages by others, which may result in severe consequences, including disclosure of your information, loss of money and malicious operation of Accounts;**
 - (ii) Your Passwords may be lost, disclosed or stolen by others, which may result in severe consequences, including disclosure of your information, loss of money and malicious operation of your Accounts;**
 - (iii) Important information related to the IBS, such as identity documents, bank cards may be stolen by others, which may result in severe consequences, including false registration or change of electronic banking Accounts, loss of money and malicious operation of Accounts;**
 - (iv) If your mobile phone was stolen or you change your mobile phone number without cancelling SMS of UniAlerts Service opened with the original mobile phone number, and if such original mobile phone number is used by others, it may cause disclosure of your information;**

- (v) **If your Equipment including mobile phone was stolen or used by others without authorization, your Equipment may be used by others to access or use the IBS, which may result in severe consequences, including loss of money and malicious operation of Accounts; and**
 - (vi) **Your software or application, such as operating system, antivirus software, network firewall and software or application as may be specified by UOBC for the IBS is not timely updated or loaded with patch programs, which may result in severe consequences, including disclosure of your information, loss of money and malicious operation of Accounts.**
- (j) In order to ensure the safety of the IBS, in addition to the security measures in the Clause 2.1 (e) above, you shall take preventative measures for risks, including but not limited to:
- (i) Make good protection of identity identification marks, identity authentication information and tools, such as Username, Account number and Password for the IBS, do not save or record your Username and/or Password on the Equipment, clear the Username and/or Password entered into the Equipment after access to or use of the IBS, ensuring that the aforesaid important information and certification tools shall not be stolen or disclosed by oral or in other ways;
 - (ii) Take effective measures on client software or application, such as operating system, antivirus software, network firewall and software or application as may be specified by UOBC (e.g. timely update system or load patch programs) to prevent flaws of operating system and to kill virus in electronic equipment;
 - (iii) Log on the Website and/or use the software and application as may be specified by UOBC to use and access the IBS. Do not use and access the IBS through other third party websites, links, softwares or applications. In the event of any change in the aforesaid Website, specified software or application, UOBC shall make a prior announcement in an appropriate manner;
 - (iv) Before temporarily leaving from or after completing the IBS transactions during the use of the IBS, you shall correctly exit from the IBS system in time. You shall clear all operating records left in the Equipment immediately upon completion of the transaction;
 - (v) Do not use the IBS in common computers of internet cafes or other public places or any other common or public equipment. Timely change or cancel UniAlerts Service linked to original mobile phone numbers before changing the original numbers;
 - (vi) Properly keep your important information related to the IBS, such as identity documents, bankbooks, bank cards. Properly keep your Equipment including your mobile phone to avoid the risk of being stolen or used by others without authorization. Do not ask others to keep such materials and not put them in unsafe locations; and
 - (vii) You shall always pay attention to any change in your Account, and shall immediately notify UOBC in the event that unauthorised operations or transactions are found.
- (k) In case you forget your Username or Password, you shall forthwith notify UOBC and apply for reset of Username or Password following special requirements imposed by UOBC.

2.2 Authorisation

- (a) UOBC is entitled to, but not obliged to, rely on all instructions and transactions carried out under your Username and Password, whether or not in conjunction with or generated by any Equipment or otherwise, including but not limited to instructions to debit your Account(s) in favour of third parties. Instructions to UOBC given under your Username and Password are irrevocable and binding upon transmission notwithstanding that they may be unauthorised, given in error, forged or are fraudulent. UOBC is not responsible for reviewing the authenticity of any surface effective instructions or the authorization permission to make such an instructions, you should ensure that all instructions provided to UOBC are complete, accurate and within the period specified by UOBC. UOBC may, at its discretion, provide for additional security measures, including but not limited to, specific SMS confirmatory authorisation for each transaction, specific electronic confirmatory authorisation for each transaction above a preset value . UOBC is entitled to rely on any authorisation even if the authorisation results in the creation of any charges. You are responsible for the accuracy and completeness of instructions given to UOBC. UOBC shall not be under a duty to carry out any garbled or unclear instructions, or if the funds in any Account are insufficient. You are obliged to monitor your own Account(s). It is your responsibility to check the status of any transaction or instructions given by you. Instructions and transactions (including instructions to countermand, reverse or accept additional instructions) shall not be deemed to be received or implemented by UOBC until you have received a Transaction Code as confirmation of receipt and/or a Confirmation Message as confirmation of implementation. UOBC reserves the right, without prior notice to you, to cancel or not to execute any instructions at any time without giving any reason, except as otherwise provided by applicable laws. You shall inform UOBC immediately upon receipt of data or information that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your computer/equipment immediately.
- (b) You are responsible for all losses due to unauthorised use of your Username, Password or Equipment if you have acted fraudulently or negligently or if you are in default of any of the security measures and/or Remedial Actions described above.
- (c) To the extent permitted by applicable law, UOBC may (but is not obliged to) not execute instructions given under your Username and Password without any liability whatsoever, if funds in the Account are insufficient, any Accounts have been frozen or a new Account has not been opened, if UOBC knows or has reason to believe that a fraud, criminal act, offence or violation of any applicable law or regulation has been or will be committed, or in any other events where UOBC thinks it appropriate. UOBC may execute your instructions in part only and in whatever order that UOBC in its sole discretion decides.
- (d) UOBC shall not be obliged to countermand or reverse any instruction given by you, or to accept any conditional instruction or any instruction which requires sooner or delayed payment or any payment or any instruction after such instructions have been transmitted by you to UOBC. If UOBC attempts at your request to reverse any instruction (but not guarantee a successful reverse), or to meet any of your requests, you agree to pay the Charges (as defined in Clause 4) and all other costs incurred.
- (e) UOBC may refuse or cease to carry out any or all instructions or reverse any actions carried out on the basis of those instructions, if it is of the view that such instructions are unlawful, not properly authorised or for any other reason whatsoever. You agree that in all situations stated above, UOBC shall not be liable for any resulting loss and damages.

- (f) Any instruction given will be dealt with in the normal course of business. UOBC does not warrant that an instruction will be carried out within a particular time frame or in any particular order. If instructions are given at a time after the deadline set by UOBC for transactions for any particular day, the instructions may not be carried out until the next Business Day. Where UOBC provides a list of payee corporations to whom payment may be made through the IBS, UOBC has the discretion to delete or to amend such list of payee corporations at any time without being liable for loss or damages.

2.3 The Accounts

- (a) If you hold (together with any others) a joint Account operated by a single signing authority, you agree that each joint Account holder may independently operate the Account under the IBS if the joint Account holders had elected to do so when registering for the IBS. The joint Account holders may elect to link their joint Account to their Usernames and Passwords and may issue instructions thereunder through the IBS. If at any time, UOBC receives inconsistent instructions from joint account holders of any joint Account, UOBC may (i) require the mandate of all joint Account holders before executing any instructions for the joint Account concerned or (ii) exercise its right to deny access to and/or terminate the IBS at any time without notice to any of the joint Account holders. Joint account holders are jointly and severally liable to UOBC for all instructions given.
- (b) Any new Account opened shall be governed by the same terms and conditions governing accounts opened at UOBC branches/sub-branches prevailing at that time and as amended by UOBC from time to time. You agree to accept all terms and conditions governing the opening of such Accounts as well as the specific terms and conditions (as they may be amended from time to time) governing each product and/or service used.
- (c) No joint Account with joint signing authority may be linked to the IBS. However, UOBC may allow funds to be credited to or transferred to such joint Accounts through the IBS. UOBC is entitled to refuse to accept or act on any instructions in respect of joint Accounts (operated with joint signing authority) (including instructions to withdraw or transfer funds out of such Accounts).

2.4 Operation of UOBC Personal Internet Banking

- (a) UOBC only automatically links the eligible accounts specified by UOBC.
- (b) In any of the following situations, UOBC reserves the right to temporarily or permanently disconnect or postpone the operations of IBS at any time:
 - (i) applicable law or any appropriate government and regulatory requirements;
 - (ii) to update, upgrade or routinely maintain IBS or improve user experience ; or
 - (iii) IBS capacity overload.
- (c) You may be allowed by UOBC to vary and set the monetary limits to any transaction, facility, service or product offered under the IBS support. In such instances, you agree that you are and you undertake to be solely liable for all transactions undertaken by you under the IBS, pursuant to these new monetary limits.

2.5 Viruses

- (a) You agree to ensure that the software, application and Equipment which you use to use and access the IBS are well maintained and free from Viruses or other Malicious Programs. You warrant that for this purpose you have installed the most comprehensive and up-to-date anti-virus detection software and programs which can be used to protect software, applications, and Equipment from infection and dissemination of virus or other Malicious Programs.
- (b) You agree that UOBC shall not be liable for any defect, default, deficiency, malfunction or interference in any software and/or Equipment, or any interferences with the IBS, or any interferences with any telecommunication or computer system of yours or that of UOBC's, or of any certification authority, internet service provider, telecommunication service provider or other service provider. Any material downloaded or otherwise obtained through your use of the IBS is done at your own discretion and at your own risk and responsibility.
- (c) UOBC reserves the right to specify and at any time to change the type, version or specification of any software, application and Equipment that may be required to access and use the IBS. You should be liable for any loss incurred by you arising out of the incompatibility of software, hardware or Equipment. If you do not comply with such specifications, UOBC reserves the right to suspend and/or terminate the operation of the Services.

2.6 Electronic Mail Service/SMS

- (a) UOBC is not required to comply with instructions given or information received through an electronic mail service (the "Email Service") or SMS which is not in a form prescribed or approved by UOBC.
- (b) UOBC is not obliged to act on instructions or to answer any queries received through an Email Service or SMS which has not been approved by UOBC. However, if instructions contained in emails or SMS are accepted by UOBC, UOBC is entitled to act on such instructions as if the same were given in writing.
- (c) To the extent permitted by applicable law, You should be responsible for any loss of security or information regarding any of the Accounts or any loss or damage suffered or incurred by you arising from your use of the Email Service, SMS or as a result of you not following instructions, procedures and directions for using the Email Service, SMS or not using email and/or SMS forms or procedures which are prescribed or approved by UOBC.

2.7 Breach

If you breach any term of this Agreement, UOBC has the right to unilaterally terminate the provision of IBS, and you must compensate UOBC for any losses and/or damages caused by such breach of this Agreement.

2.8 Provision and Disclosure of Information

YOU MUST READ THIS CLAUSE CAREFULLY BEFORE USING THE IBS. IF YOU HAVE ANY QUERY ON THESE TERMS AND CONDITIONS, PLEASE PROMPTLY SEEK EXPLANATION FROM UOBC.

- (a) For the purposes of this Clause 2.8 (a), you agree that “Information” is defined as any information and data related to you and your account maintained with UOBC (including data collected by UOBC or other third-party payment institutions and their respective system operators), including but not limited to your name, identification type/code, mobile phone number, fixed-line telephone number, contact address and other sensitive information.
- (b) To the extent permitted by applicable law, UOBC has the right to divulge or reveal any Information to any of its branches, agents, service providers, any appropriate governmental and regulatory authority and/or government officer conducting investigations, third parties providing any service to you and such other third parties as UOBC considers appropriate.
- (c) UOBC has the right to disclose information to one or more of the parties mentioned in Clause 2.8(b) above for purposes that UOBC considers appropriate, necessary or worthwhile, including but not limited to, upgrading or maintenance of the IBS, providing the IBS, printing of any documents, implementing or executing your instructions, conducting investigations about criminal activities, participating in any legal mediation, arbitration, litigation and other dispute resolution (The premise is that UOBC is the subject involved in the dispute or at your request, and the information may be the issue involved in dispute resolution) conducting any clearing, settlement and all other processes related to debit card transactions and/or third-party payment services (Including the preparation and update of its records and abstracts).
- (d) You understand and have been fully aware of the potential consequence of such consent for the disclosure of Information; you understand that the aforesaid disclosure will not result in the abuse of the Information in normal conditions. However, it cannot be ruled out that a third party may, due to wilful misconduct or gross negligence, abuse the Information or commit acts that infringe upon the confidentiality of such information, and you may suffer losses thereof.
- (e) Without prejudice to the general applicability of the foregoing clauses, UOBC has the right to disclose any information related to you and any of your accounts for the following purposes as it deems appropriate (including customers’ information)
 - (i) to any third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of the IBS;
 - (ii) to any person using the IBS purporting to be you; and
 - (iii) where such disclosure is necessary to act upon any instructions from you to UOBC.
- (f) You confirm and agree that UOBC has the right to process your information in accordance with the “*UOBC Privacy Notice(Personal)*” and other information processing rules applicable to the IBS formulated by UOBC, including but not limited to providing your information to third parties in accordance with the provisions of this Clause 2.8. At the same time, you confirmed that you have read and understood the terms and conditions for information authorization and disclosure in the “*Personal Accounts and Related Services Terms and Conditions*” and agree to abide by them . If the “*Personal Account and Related Service Terms and Conditions*” conflict with the “*UOBC Privacy Notice (Personal)*”, the “*UOBC Privacy Notice (Personal)*” shall prevail.

2.9 Warranties

- (a) You warrant and undertake that you shall be solely responsible for the sequence, accuracy, completeness, usefulness, adequacy and timeliness of all data or information sent by you to UOBC.
- (b) You acknowledge and agree that electronic communication services made available via the IBS are for your convenience and you shall be responsible for any electronic communication sent by you or any electronic communication which you have instructed UOBC to send on your behalf through the IBS. You consent to the electronic delivery of all such electronic communications sent or instructed to be sent by you via the IBS. You agree to abide by Applicable Law and explicitly acknowledge that you shall be solely responsible for the sending of any unsolicited electronic communication to third parties via the IBS. You should be liable in any way whatsoever or howsoever arising from or in connection with your use of electronic communication services made available to you via the IBS.

3 PROHIBITED USE

Without UOBC's prior written consent, You shall not use or disclose any material and/or information pertaining to the IBS other than to access and use the IBS. You must not reproduce, sell, license, transmit, disseminate, publish, broadcast, circulate, assign, rent, decompile, reverse engineer, modify, translate, compile, commercially exploit or in any way whatsoever allow any third party access the aforesaid material and information provided to you by UOBC or obtained through the IBS, or use the same for any unlawful or unauthorised purpose.

4 FEES AND CHARGES

- (a) **In addition to the charges levied in respect of each product and service selected by you under the IBS, to the extent permitted by the Applicable Law, UOBC is entitled at any time and from time to time to levy such transaction charges, other charges (collectively, the "Charges") as UOBC shall determine in its sole and absolute discretion. The charging rates standards and requirements may be published on the UOBC Website or otherwise and may be changed from time to time. UOBC will update and release such change on the Website or otherwise before it becomes effective which shall be binding on you if you continue to maintain or use the IBS on or after the effective date. UOBC is entitled to recover from you all out-of-pocket expenses incurred on your behalf. UOBC will notify you of the Charges incurred for each transaction made by you under the IBS. You are obliged to reimburse UOBC for any handling fees or other applicable fees that should be borne by you that UOBC has paid on your behalf. Your obligation to pay UOBC the Charges and all outstanding monies shall survive the termination of this Agreement or the deactivation or revocation of the IBS. All other agreements between you and UOBC for payment of Charges shall continue to be in force and are in addition to and will not be affected by the terms and conditions of this Agreement.**
- (b) **UOBC is entitled, prior to the execution of any instruction, to deduct Charges from any bank account named in the transaction.**
- (c) **You shall comply with all terms (including third party terms and conditions) and bear all access charges incurred in using the IBS (for example, internet service providers' fees and telecommunication service providers' fees).**
- (d) **All fees, costs, Charges, expenses, taxes(if has), interest and other amounts which are payable herein shall be paid in CNY, or such other currency stipulated by UOBC.**

5 TERM, CHANGES, SUSPENSION AND TERMINATION

- (a) **UOBC will terminate your use of the IBS within a reasonable time upon receipt of your written notification.**
- (b) **The IBS provided by UOBC is restricted by the status of your account. If the account cannot be used due to the loss of a debit card, account payment suspension, etc., some or all of the corresponding IBS will be automatically suspended. When your account status returns to normal, UOBC will provide IBS again.**
- (c) **If you have multiple Accounts, you may elect to delink any one Account from the IBS. Any instructions to UOBC successfully transmitted prior to delinking are irrevocable.**
- (d) **This Agreement and the IBS is terminated once you complete the termination procedures for the IBS. UOBC is entitled to change, suspend or terminate this Agreement and the IBS when you violate the applicable law or this Agreement or other legitimate rights and interests of UOBC. This Agreement termination does not mean the cancellation of the unfinished transaction commands occurred prior to termination, nor can it eliminate any legal consequences of the transaction before termination.**
- (e) UOBC is entitled to rely on and to carry out any instructions received by UOBC prior to the termination or suspension of your use of the IBS. Subject to UOBC's approval, you may change such instructions provided that you comply with all directions, terms and requirements that UOBC may impose, including any deadlines and periods of notice for change of instructions to UOBC.
- (f) Termination of the Services is without prejudice to your mandate or instructions given to UOBC in respect of any other products or services of UOBC.

6 RESERVATION OF RIGHTS

Unless otherwise provided by applicable laws or this Agreement. UOBC reserves the right:

- (a) to terminate this Agreement, your access to IBS, and/or your use of the IBS at any time with appropriate notice to you.
- (b) to set, change or cancel the limit (especially the daily minimum and maximum limit) or change or cancel any transaction, facility, product or service offered under the IBS.
- (c) to limit, modify, vary, change, cancel or suspend the IBS in whole or in part at any time and subject to appropriate notice to you.

When UOBC exercises the above rights, UOBC will only assume corresponding liability for the direct losses you suffer due to UOBC deliberate or significant negligence.

7 LIMITATION OF LIABILITY

- (a) **UOBC will use reasonable efforts, including without limitation of adoption of proper risk control measures, to ensure that the IBS is operated and managed properly, taking into account any statutes, laws, rules, regulations, directives, guidelines, circulars, notices, codes of conduct (whether of any governmental body or authority or self-regulatory**

organisations in relation to which UOBC is a member or otherwise) and prevailing market practices, whether in or outside PRC which are applicable to UOBC and/or you and/or to which UOBC and/or you are subject to.

- (b) To the extent permitted by the Applicable Law and without prejudice to Clause 7 (d), UOBC will not be liable for the loss caused by the following circumstances: (1) Due to you or your related parties cause; and/or (2) Caused by force majeure or other reasons not attributable to UOBC., the foregoing circumstances include but not limited to the following:
- (i) UOBC is acting in accordance with the instructions issued by using your Username and Password, but which in fact such instructions were issued by unauthorised use of the IBS;
 - (ii) any delay or refusal to execute any instructions that may be validly authenticated by you due to required by applicable law or competent authorities or for the existence of other justified reasons;
 - (iii) any delay in payment, delivery or non-delivery of any document or material or notice or erroneous delivery, non-delivery or refusal to transmit any UniAlerts or other services whatsoever, including any delay caused by third parties;
 - (iv) any incompatibility between your Equipment and the IBS, or any equipment used by UOBC including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware, software, internet, electronic devices, online networks and/or telecommunication systems;
 - (v) any loss or damage caused by failure or fault in equipment, software or hardware providers, or internet service providers, telecommunication service providers or other service providers such as email and/or SMS providers or system operators, or their respective agents or subcontractors, any industrial dispute or any other person or circumstance beyond UOBC's control;
 - (vi) any cessation, interruption or delay in transmission or any wrongful interception of any instructions through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by UOBC or by any other person and whether or not used in the provision or operation of any Account, services offered by UOBC or contained in the IBS);
 - (vii) any delay, destruction or alteration of any authorisations, instructions, data or information transmitted or received by you through the IBS or any error in the transmission of the said instructions, data or information;
 - (viii) your reliance on any information provided as part, or by means, of the IBS;
 - (ix) Incorrect installation of hardware, software or software applications related to the use of IBS due to your own reasons.
 - (x) your instructions are inaccurate, tampered with or incomplete;

- (xi) any misuse or failure by you or anyone else to correctly use your Equipment, or any software or application as may be specified by UOBC (for access to or use of the IBS);**

- (xii) any unauthorised use of and/or access to information relating to the Accounts which is obtained by a third party as a result of your using the IBS (except where such access is obtained as a result of UOBC's gross negligence or wilful default);**

- (xiii) any loss, disclosure, theft of or unauthorised use of the Equipment, Username(s) or Password(s) due to your reasons;**

- (xiv) any failure by you to follow the most updated instructions and procedures for using the services offered through or contained in the IBS;**

- (xv) any failure or refusal by UOBC to effect any instruction due to any order of court, notice, directive or any statute, regulation or by law;**

- (xvi) any loss associated with systems failures, processing errors, software or application defects, operating mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which arise despite UOBC's best efforts;**

- (xvii) any other loss arising from any new type of threats as manifested in denial of service attacks which may occur despite UOBC's best efforts;**

- (xviii) any corruption or loss of any data (whether stored in any equipment, terminal or system, whether belonging to or operated by UOBC or you) or your instructions in the course of transmission thereof through the internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by UOBC or any other person whether or not in connection with any Account or the provision or operation of any services or the IBS, including any errors generated in the transmission of any data or instructions;**

- (xix) any cessation or interruption of the availability or operation of the IBS; and/or**

- (xx) any breach of UOBC's obligations or duties to you caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this Clause 7 (b).**

- (c) Where UOBC has fulfilled its obligations in accordance with applicable laws and has done its best, UOBC is not liable for any breakdown, interruption, failure, closure or malfunction of any of the equipment, or any software or application as may be specified by UOBC used in connection with the IBS, whether belonging to UOBC or not, including but not limited to any electronic fund transfer system, electronic payment gateway, electronic terminal, telecommunication device or system, data processing system or transmission link.**

- (d) In the event that UOBC is held liable, its liability arising for any reason whatsoever shall be limited to direct loss or damage which, in the ordinary course of events, might**

reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by UOBC's gross negligence or wilful default. In any jurisdiction in which the limitations of liability herein are restricted, UOBC's liability is limited to the greatest extent permitted by law.

8 DISCLAIMER

- (a) **THE INFORMATION MADE AVAILABLE THROUGH OR CONTAINED IN THE IBS IS PROVIDED FOR GENERAL INFORMATION ONLY. YOU SHOULD NOT RELY ON NOR USE THE INFORMATION AS A BASIS FOR MAKING BUSINESS DECISIONS. YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISORS BEFORE MAKING ANY DECISIONS.**
- (b) **UOBC MAY PROVIDE LINKS TO OTHER WEBSITES, SOFTWARE, APPLICATION OR MOBILE APPLICATION FOR INFORMATION PURPOSES AND TO ENABLE YOU TO PURCHASE THE THIRD PARTY'S GOODS AND SERVICES OR TO MAKE ELECTRONIC PAYMENT FOR BILLS THROUGH LINKS PROVIDED ON THE IBS (THE "THIRD PARTY LINKS"). UOBC HAS NO CONTROL OVER, NOR DOES IT MONITOR OR REVIEW THE CONTENTS OF THOSE THIRD PARTY LINKS AND YOU AGREE THAT ACCESS THROUGH SUCH THIRD PARTY LINKS IS ENTIRELY AT YOUR OWN RISK. UOBC MAKES NO ENDORSEMENT OR WARRANTY REGARDING SUCH CONTENT, PRODUCTS PURCHASED OR ELECTRONIC PAYMENT SERVICES OBTAINED THROUGH OR CONTAINED IN THE IBS, OR THE AVAILABILITY OR ACCESSIBILITY OF SUCH THIRD PARTY LINKS OR THE LINKS THEMSELVES. YOU THEREFORE AGREE THAT YOU ARE LIABLE FOR LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR RELIANCE ON SUCH CONTENT, INFORMATION, GOODS OR SERVICES AVAILABLE ON SUCH EXTERNAL LINKS OR RESOURCES THROUGH SUCH THIRD PARTY LINKS. YOU AGREE THAT YOU WILL NOT USE ANY THIRD PARTY MATERIALS IN A MANNER THAT WOULD INFRINGE OR VIOLATE THE RIGHTS OF ANY OTHER PARTY. ALL MATTERS CONCERNING THE PURCHASE OF GOODS AND SERVICES OR THE MAKING OF ELECTRONIC PAYMENT FOR BILLS, INCLUDING BUT NOT LIMITED TO ACCESS TERMS, TERMS FOR THE FORMATION OF A BINDING CONTRACT, PURCHASE TERMS, PAYMENT TERMS, WARRANTIES, GUARANTEES, MAINTENANCE AND DELIVERY, ARE SOLELY BETWEEN YOU AND THE RELEVANT THIRD PARTIES. UOBC IS NOT A PARTY TO ANY SUCH TRANSACTIONS. FOR INQUIRIES AND DISPUTES RELATED TO THIRD-PARTY GOODS AND/OR SERVICES, PLEASE CONTACT THE THIRD PARTY DIRECTLY FOR RESOLUTION. UOBC WILL PROVIDE NECESSARY ASSISTANCE WITHIN THE SCOPE SPECIFIED BY LAWS AND REGULATIONS.**
- (c) **UOBC DOES NOT MAKE ANY REPRESENTATIONS AND WARRANTIES WHATSOEVER RELATING TO, INTER ALIA, FINANCIAL, ECONOMIC OR ACCOUNTING REPORTS, INFORMATION, DATA OR STATISTICS PROVIDED ON OR THROUGH THIS WEBSITE AND THE IBS (SAVE FOR INFORMATION IN RELATION TO YOUR ACCOUNT(S)). INVESTMENT AND OTHER PRICES AND QUOTES MAY RISE AND FALL. PAST PERFORMANCE OF INVESTMENTS OR INVESTMENT MANAGEMENT IS NOT NECESSARILY AN INDICATION OF FUTURE PERFORMANCE.**
- (d) **TO THE EXTENT PERMITTED BY APPLICABLE LAWS, UOBC DOES NOT ASSUME ANY RESPONSIBILITY FOR SITUATIONS OR POSSIBLE LOSSES: 1) WHICH ARE CAUSED BY THIRD-PARTY (INCLUDING BUT NOT LIMITED TO COMMUNICATION SERVICE**

PROVIDERS) RELATED TO UOBC, OR 2) UOBC HAS MADE THE MOST EFFORT TO PROVIDE IBS IN ACCORDANCE WITH THIS AGREEMENT BUT FAILED. INCLUDING BUT NOT LIMITED TO LOSSES CAUSED BY THE FOLLOWING SITUATIONS:

- (i) ACCESS, USE THIRD PARTY LINKS, OR YOU CANNOT ACCESS OR USE THE IBS DUE TO INACCESSIBILITY OR USE OF THIRD PARTY LINKS;
 - (ii) SYSTEM, SERVER OR CONNECTION ERRORS, FAILURES, INSTABILITY, INACCURACY, DEFECTS, DELAYED OPERATION OR TRANSMISSION, OR VIRUS WHERE UOBC HAS TAKEN APPROPRIATE PROTECTIVE MEASURES FOR THE SYSTEM FACILITIES AND EQUIPMENT RELATED TO THE IBS IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS AND IN ACCORDANCE WITH THE TECHNICAL MEANS COMMONLY USED IN THE BANKING SYSTEM, BUT STILL OCCUR;
 - (iii) USE OR PURCHASE OF ANY SERVICE, PRODUCT, INFORMATION OR DATA OBTAINED THROUGH OTHER THIRD PARTY LINKS LINKED TO UOBC WEBSITE;
 - (iv) FAILURE TO SEND OR ACKNOWLEDGE ELECTRONIC COMMUNICATION, EMAILS OR SMS NOT DUE TO UOBC;
 - (v) ACTS OR OMISSIONS OF INTERNET SERVICE PROVIDERS OR TELECOMMUNICATION SERVICE PROVIDERS;
 - (vi) ERROR OR DELAY IN THE TRANSMISSION OF DATA, INFORMATION, AUTHORIZATIONS OR INSTRUCTIONS SENT FROM UOBC OR SENT TO UOBC WHICH ARE NOT CAUSED BY UOBC; OR
 - (vii) UNAUTHORISED ACCESS BY THIRD PARTIES TO ANY INFORMATION GENERATED AS A RESULT OF YOUR USE OF THE IBS WHERE UOBC HAS PROVIDED APPROPRIATE PROTECTION MEASURES BASED ON APPLICABLE LAWS AND IN ACCORDANCE WITH THE GENERAL TECHNICAL WAYS OF THE BANKING SYSTEM TO TAKE APPROPRIATE PROTECTION MEASURES.
- (e) UOBC MAY PROVIDE IBS DURING SUCH HOURS AND ON SUCH DAYS AS IT CONSIDERS NECESSARY AND APPROPRIATE. NOTWITHSTANDING THE FOREGOING, UOBC DOES NOT WARRANT THAT UOBC WILL BE CAPABLE OF PROVIDING THE IBS AT SPECIFIC TIMES REQUESTED BY YOU DURING THE TERM OF THIS AGREEMENT. THE INFORMATION AND MATERIALS AVAILABLE THROUGH OR CONTAINED IN THE IBS (SAVE FOR INFORMATION PERTAINING TO YOUR ACCOUNT(S) OR INFORMATION PERSONAL TO YOU IN YOUR CAPACITY AS A CUSTOMER OF UOBC) AND THE IBS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. UOBC MAKES NO REPRESENTATIONS ABOUT THE CHARACTER, QUALITY, PROMPTNESS OR THE PERFORMANCE OF THE IBS OR ANY SERVICE OBTAINED THROUGH OR CONTAINED IN THE IBS. ALL TERMS WHICH MAY BE EXCLUDED ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, UOBC DOES NOT WARRANT THAT THE IBS WILL MEET A CERTAIN STANDARD, BE FREE FROM ERROR, DELAY, OMISSION OR FAILURE OR BE SUITABLE FOR YOUR PURPOSE, OR THAT ANY SERVICES OR ANY CONTENT, DATA OR INFORMATION SUPPLIED AS PART OF THE IBS (INCLUDING SUCH PARTS OF THE SERVICES WHICH INCLUDE CERTAIN CONTENT, DATA OR

INFORMATION TAKEN FROM OR PROVIDED BY UOBC'S AGENTS, CONSULTANTS AND SUB- CONTRACTORS) WILL BE SEQUENTIAL, ACCURATE, COMPLETE, USEFUL, ADEQUATE OR TIMELY. UOBC MAY MAKE USE OF AGENTS, CONSULTANTS AND SUB-CONTRACTORS TO PROVIDE THE IBS AND/OR OTHER SERVICES AND UOBC SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY IN CONNECTION WITH THE PERFORMANCE BY AGENTS, CONSULTANTS AND SUB-CONTRACTORS OF ANY ASPECT OF THE IBS AND/OR OTHER SERVICES, CONTENT, DATA OR INFORMATION TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW. THE PROVISION OF CERTAIN PARTS OF THE SERVICES BY UOBC'S AGENTS, CONSULTANTS AND SUB-CONTRACTORS ARE OR MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF OTHER AGREEMENTS TO WHICH UOBC IS PARTY.

- (f) YOU ACCEPT SOLE RESPONSIBILITY FOR ANY DAMAGE TO YOUR EQUIPMENT AND ANY LOSS OF DATA RESULTING FROM THE DOWNLOADING OF MATERIALS FROM THE SERVICES AND/OR SOFTWARE APPLICATION(S) AND/OR MOBILE APPLICATION(S).
- (g) YOU ACKNOWLEDGE AND AGREE THAT ELECTRONIC COMMUNICATION SERVICES MADE AVAILABLE VIA THE IBS ARE FOR YOUR CONVENIENCE AND YOU SHALL BE RESPONSIBLE FOR ANY ELECTRONIC COMMUNICATION SENT BY YOU OR ANY ELECTRONIC COMMUNICATION WHICH YOU HAVE INSTRUCTED UOBC TO SEND ON YOUR BEHALF THROUGH THE IBS. YOU CONSENT TO THE ELECTRONIC DELIVERY OF ALL SUCH ELECTRONIC COMMUNICATIONS SENT OR INSTRUCTED TO BE SENT BY YOU VIA THE IBS. YOU SHOULD BE LIABLE FOR ITS CONSEQUENCES AND ANY FORM OF LIABILITY ARISING THEREFROM OR RELATED TO IT.
- (H) THE TERMS OF THIS AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND UOBC. IT IS UNDERSTOOD AND AGREED THAT, OTHER THAN UOBC, NO PERSON, FIRM OR CORPORATION OR OTHER LEGAL ENTITY WHATSOEVER (INCLUDING UOBC'S EMPLOYEES, AGENTS AND/OR INDEPENDENT CONTRACTORS) IS, OR SHALL BE DEEMED TO BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY LOSS OF BUSINESS, PROFITS, INTEREST AND GOODWILL OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANY WAY INCLUDING FROM YOUR USE OR INABILITY TO USE THE IBS OR FROM ERRORS, DEFECTS, DELAYS OR FAILURE IN TRANSMISSION OR OPERATION. IF HOWEVER, IT SHALL BE ADJUDGED THAT ANY OTHER ENTITY THAN THE UOBC IS UNDER ANY RESPONSIBILITY WITH RESPECT THERETO, ALL LIMITATIONS OF AND EXONERATIONS FROM LIABILITY PROVIDED BY LAW OR THE TERMS HEREOF SHALL BE AVAILABLE TO SUCH OTHER.

9 INTELLECTUAL PROPERTY RIGHTS

- (a) The copyright in and to the contents of the IBS (save for information pertinent to your Account(s) or information personal to you in your capacity as a customer of UOBC) is owned by or licensed for use by UOBC. No part or parts of such contents may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without the prior written consent of UOBC.
- (b) The trademarks, service marks, graphics, patterns and logos displayed under the IBS are the sole and exclusive property of UOBC or other relevant third parties. Without the prior written

consent of UOBC, you may not copy and use such trademarks, service marks, graphics, patterns and logos.

10 INDEMNITY

- (a) By your (a) use and/or continued use of the Services; or (b) access and use of the products and services provided by or contained in the Services, you signify your agreement to indemnify and to keep UOBC, its directors, employees, nominees, agents and independent contractors fully and effectively indemnified against all actions, lawsuits, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by UOBC due to your reasons including but not limited to, in connection with or arising from, unless the applicable law stipulates otherwise on the amount of such compensation:
- (i) use IBS in violation of applicable laws or the provisions of this agreement;
 - (ii) any unauthorised instructions (including but not limited to, instructions from unauthorised person(s) and/or instructions transmitted due to unauthorised use of the Username and/or Password) that might be transmitted through the IBS or any instructions which are incomplete, inaccurate or garbled;
 - (iii) the recovery of, or attempt to recover from, you any monies due to UOBC or the enforcement of any of the terms of this Agreement; and/or
 - (iv) any breach or non-observance of any of this Agreement by you or by any other unauthorised person or entity using your Username and/or Password;

For the purpose of the term expressed in this Clause 10 (a), UOBC shall be deemed to contract on behalf of and for the benefit of all persons who are or may be its directors, employees, nominees and agents from time to time and all such persons shall to this extent be or be deemed to be parties to the terms and conditions of this Agreement.

- (b) If any loss or damage to UOBC's system arises from your use of the IBS, you must indemnify UOBC for any loss suffered as a result.
- (c) You will compensate UOBC for any loss resulting from unlawful access or use of Equipment and services through which access to the IBS is obtained.

11 MISCELLANEOUS

- (a) If any provision of this Agreement is deemed unlawful or unenforceable, such provision shall be severed from this Agreement without prejudice to all other provisions which shall remain enforceable. To the fullest extent possible, UOBC and you (the "Parties" and each, a "Party") shall revise such invalidated provision or part thereof in a manner that will render such provision valid without impairing the Parties' original interest.
- (b) Terms and conditions of this Agreement (as amended and updated from time to time by UOBC) set out the terms of the agreement between the Parties with regard to the subject matter stated in this Agreement and supersedes and terminates all prior agreements and understandings

between the Parties. You agree that UOBC shall have the right to amend the terms and conditions of this Agreement from time to time as UOBC may, in its absolute discretion, deem fit. Amendments and/or additions to terms and conditions of this Agreement may be made with notice to you pursuant to Clause 11 (f) of this Agreement.

- (c) Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency relationship between UOBC and any of the partners. You acknowledge that the partners do not have the ability to create any obligation on UOBC's behalf.
- (d) No forbearance, delay or indulgence by UOBC in enforcing the provisions of this Agreement shall prejudice or restrict the rights of UOBC nor shall any waiver of UOBC's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for UOBC is exclusive of any other right, power or remedy available to UOBC and each such right, power or remedy shall be cumulative.
- (e) Any notice you send to UOBC must be sent to the address designated by UOBC from time to time in the written form stipulated in Clause 11(f), or notify UOBC through the customer service hotline published on the UOBC website.
- (f) Any notice from UOBC will be sent to the last known address of your records in UOBC ("Service Address"). Any notice which UOBC sends to you may be by hand, post, telex or facsimile transmission, or electronic notice via the IBS, and shall be deemed to be effectively delivered when the following conditions are met: (i) if delivered personally, when received and signed by or for the receiving Party, or if the receiving Party refused to accept or no one signed for the receiving Party, when refused or returned; (ii) if delivered by telex, facsimile transmission, e-mail, mobile device, website announcement or other electronic communication, at the time of transmission if the delivery day is a Business Day at the receiving Party's place of location, or if not, the next Business Day immediately following the transmission; (iii) if by posted letter, [five (5)] Business Days after being posted via registered mail, despite any evidence to the contrary and to be effective service for the purpose for which such notice, communication and/or other instruments were sent.

You irrevocably agree :UOBC, any arbitration and judicial organs may serve in accordance with the above-mentioned service address and service method (including but not limited to direct mail service) without having to obtain your consent again, and that all such service shall be deemed effectively made, even if you, to whom the service is made, fails to receive such notification, documents or judicial instruments.

- (g) Notwithstanding Clause 11 (f) all communications (including but not limited to notices) from UOBC may be (i) sent to your email address as provided by you in the application, (ii) sent by SMS to your mobile phone at the domestic mobile phone number as provided by you in the application or otherwise provided by you, and/or (iii) published on the Website and/or via the IBS. UOBC will not be responsible for your failure to receive such communications if such failure is due to (without limitation): (i) errors, faults or defects in your email program or Email Service provider; (ii) errors, faults or defects in your mobile phone or telecommunication service provider (iii) a wrong email address or mobile phone number provided by you to UOBC; (iv) not updating UOBC of a change in email address or mobile phone number; and/or (v) your failure to regularly check your email, your mobile phone, the Website and/or the IBS. You represent that you are the registered owner on record of the email address or mobile phone number that you have provided to UOBC. You understand that the provision of the IBS to you is subject always to UOBC having on record your current mailing address, email address and

contact number. In addition to the terms and conditions set out herein, you are required to comply with your obligation to notify UOBC of any change of the particulars or status as required by UOBC such as names, addresses, identification number, telephone, facsimile or other contact number pursuant to the Terms and Conditions Governing Individual Accounts and Services. Accordingly, you may update UOBC of any change in your email address or contact number through the IBS and any such change may be equally applicable to all your accounts which shall include accounts which are not linked to the Service.

- (h) If any communication is delayed, interfered with, lost and/or not received by you in the sending, transmission or delivery process, or the content of such communication is known by any third party in the process of delivery that is not caused by the intentional or gross negligence of UOBC, you agree that UOBC does not assume any responsibility.
- (i) The written statement by the staff of UOBC confirming that UOBC has sent any kind of communication shall serve as final evidence and binding on you.
- (j) In the event that UOBC is unable to observe or perform the terms and conditions of this Agreement, whether in whole or in part, by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, war (declared or undeclared), accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the PRC government authorities or by any other causes which it cannot control or reasonably be expected to avoid, the performance of UOBC's obligations under this Agreement as affected by such causes shall be excused for the duration of the disabling event. Further, UOBC shall not be liable for any delay, loss, damage or inconvenience whatsoever and howsoever caused or arising from or in connection with any one or more of the above-mentioned disabling events.
- (k) This Agreement may be executed in English version and/or Chinese version (as the case maybe). If there are any inconsistencies in meanings between the English version and the Chinese version both executed by you, the Chinese version shall prevail.
- (l) You agree to treat as conclusive evidence, and accept the validity, accuracy and authenticity of, any evidence of your instructions and communications transmitted between yourself and UOBC, including such evidence in the form of UOBC's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, any written statement by UOBC's officer confirming the posting of any notice or communication, or any other form of information storage. You further agree that all such records shall be binding upon you. Subject to the Applicable Law of evidence, UOBC and you agree not to object to admission of the records (including computer records) of the other as evidence in legal proceedings.
- (m) The hours of operation of the IBS are subject to changes without prior notice to you. UOBC shall use reasonable endeavours to ensure that the IBS are available during the times set out in the Website or elsewhere provided that nothing herein shall be considered or be deemed as a warranty by UOBC that the IBS are available (whether uninterrupted or available at all) during such specified times.
- (n) **In addition to comply with the provisions of this Agreement, you also need to comply with the "Personal Accounts and Related Service Terms and Conditions". If this Agreement is inconsistent with the "Personal Account and Related Service Terms and Conditions", this Agreement shall prevail; if there is no agreement in this Agreement, it**

shall be executed in accordance with the "Personal Account and Related Service Terms and Conditions".

12 Anti-financial crime

- (a) You undertake that the following situations does not exist and will not occur; if the following situations exist, UOBC may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.
 - (i) You initiate, participate in or implement any transaction directly or indirectly related to fraud, money laundering, terrorist financing, bribery, corruption or tax evasion (hereinafter referred to as "financial crime"); or
 - (ii) You are or become an individual or organization listed in any sanctions, freezes, anti-terrorism, or other related or similar plans executed, or you are or become associated with that individual or institution, or any of your assets are or become associated with that individual or institution (hereinafter referred to as "Sanctions Compliance"); or
 - (iii) You have violated or may violate the prohibitive requirements listed in the economic sanctions laws and regulations promulgated; or implement or have implemented the prohibitive requirements listed in the economic sanctions laws and regulations, including prohibited assistance or export control regulations.
- (b) If UOBC has concerns about financial crimes, sanctions compliance, export controls, or anti-money laundering, anti-terrorist financing, internal control and other compliance systems, UOBC has the right to take the following actions which it, in its sole and absolute discretion, considers appropriate without notifying you:
 - (i) Close all your accounts opened with UOBC and terminate all services;
 - (ii) Delay, prevent or refuse to make or settle any payment, processing instructions or service request or provide all or part of the service; and/or
 - (iii) Prepare a report and take other actions deemed appropriate by UOBC (including but not limited to requesting you to provide further relevant information, requesting you to stop violations of sanctions, requesting you to make commitments on specific matters, etc.), you should cooperate in a timely manner.

13 Errors, Questions or Complaints

- (a) You should contact UOBC in accordance with the methods and channels agreed in Clause 13(b) if you have a complaint or believe that an error has occurred in relation to your Account.
- (b) You should notify UOBC through the customer service hotline published on the UOBC website or other methods and provide sufficient details to enable UOBC to investigate the enquiry. The notice should include the following information:
 - (i) your name, address and Account number;
 - (ii) details of the complaint or error; and
 - (iii) any other information requested by UOBC.

- (c) You must comply with the requests by UOBC for further information.
- (d) Where an enquiry is not settled to your satisfaction, UOBC will advise you in writing of the procedures for the investigation and resolution of the dispute.

14 GOVERNING LAW AND RESOLVE DISPUTES

This Agreement is governed by and interpreted in accordance with PRC laws. Any disputes arising from or related to this Agreement shall first be resolved through friendly negotiation between you and the Bank. If any dispute cannot be resolved through the aforementioned negotiation methods, such dispute shall be submitted to the Shanghai Financial Arbitration Court for arbitration in accordance with its currently effective arbitration rules. The arbitration award is final and binding on both parties.

TERMS AND CONDITIONS FOR SPECIFIC SERVICES

15 UNIALERTS SERVICE

- (a) The UniAlerts Service supplements the IBS and Debit Card services and products provided. The service allows you to be notified of information designated by you through mobile phones or such other media as UOBC deems appropriate. UOBC shall transmit or otherwise make available the UniAlerts to you at such times as UOBC reasonably deems fit.
- (b) You agree that in providing the UniAlerts Service, UOBC is entitled to rely on such service providers or system operators as may be contracted by you or UOBC and on such hardware, software, system, device and technology as may be used by such service providers. You further agree that UOBC is not liable for any loss or damage caused by this trust and not caused by UOBC.
- (c) UOBC may act on information and particulars provided to UOBC notwithstanding that it conflicts with other instructions given to UOBC. UOBC is not responsible for any loss or damage from transmission of UniAlerts or any transactions effected prior to or at the time of UOBC's implementation of any changes in particulars, instructions or information, or if UOBC is unable to implement such changes.

16 DEFINATIONS AND INTERPRETATIONS

Unless the context otherwise requires, the following words shall have the following meanings:

Accounts	means all the accounts (whether single or joint but excluding joint accounts with joint signing authority only) maintained by you from time to time with UOBC in respect of which UOBC allows transactions to be performed electronic by way of provision of the IBS, and from which funds may be applied in connection with the access and use of the IBS. Where the context requires, this definition includes reference to an account with Debit Card which is designated by you, as the account to be debited for the relevant transaction authorised by you.
----------	---

Applicable Law	means any applicable Chinese law, regulation, regulatory requirement and regulation, rule, ordinance, order, decree, notice, approval and other regulatory documents issued by relevant authorities, state agencies, and government departments (for the purpose of this Agreement, excluding the laws fo Hong Kong Special Administrative Region of China, Macau Special Administrative Region and Taiwan Region).
Business Day	means each day on which UOBC and banks in PRC are generally open and excludes Saturdays, Sundays, Public Holidays and such other days as UOBC may declare.
Website	means website of UOBC, currently www.uobchina.com.cn (or any alternative or inherited domain name, including any website operated and/or maintained by UOBC at any time).
CNY	means the lawful currency of the People’s Republic of China.
Confirmation Message	means the message or otherwise generated in relation to the IBS for the purpose of informing you, <i>inter alia</i> , that your instructions in respect of a banking transaction have been transmitted to UOBC.
Debit Card	means an unexpired and validly issued debit cards issued and acceptable by UOBC.
Equipment	means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium, including without limitation, the internet, any computer, or mobile electronic equipment, device, terminal or system or otherwise, which you use to obtain the access to the IBS.
Loss	means any and all liabilities, losses (including direct, indirect, consequential and special losses), damages, costs, risks, charges and/or expenses of whatsoever nature and howsoever arising, whether direct or indirect (including legal fees on a full indemnity basis).
Medium	means the medium selected by you by which you receive notifications under the UniAlerts Service including but not limited to email, facsimile, alphanumeric pager, mobile phone, or any other communication or transmission device and “Media” shall mean two or more Medium.
Password	means any personal identification number, word, depiction, phrases, symbols, codes or other identification (electronic or otherwise) whether issued or assigned by

UOBC to you or otherwise, or selected by you to enable your access to any account and/or to operate any Device(s) on behalf or for your Account(s) and/or to utilise the services offered or provided by UOBC and includes any secret number, word, depiction, phrases, symbols, codes or other identification (electronic or otherwise) as may from time to time be chosen by you as a replacement or re-activation of the original password issued or assigned, and that is used to confirm your identity whenever you use the Services. For avoidance of doubt, "Password" includes one-time passwords (OTP) and Debit Card passwords.

PRC	means the People's Republic of China (for the purpose of this Agreement, not including Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan).
IBS	means the UOBC Personal Internet Banking services.
SMS	means Short Message Service which is a service for sending short text messages to your mobile phone at the mobile phone number provided to UOBC by you as may from time to time be updated by you.
Transaction(s)	means events such as inquiry, transfer, deposit and account management performed using the IBS.
Transaction Code	means the series of numbers that uniquely identifies any banking transaction undertaken by UOBC, pursuant to instructions given by you.
UniAlerts	means any advice, information or content relating to you, your Accounts, or any transaction or dealing with UOBC or the use of any of UOBC's present or future facilities, services or products by you in a format selected by you for the UniAlerts Service (subject to UOBC's approval).
UniAlerts Service	means the transmission or otherwise making available of the Service to you by UOBC through any of the Media.
UOBC	means United Overseas Bank (China) Limited, or to the extent permitted by Applicable Law, any of its branches as the context requires, etc.
UOBC Personal Internet Banking	means the personal internet banking system provided by UOBC which enables you to obtain information from UOBC and to give instructions to UOBC in respect of the Accounts and for each of the products and services offered by UOBC, through relevant Equipment.

Username	means the personal identification name, number, character or combination of any of these which designates you as the user of the Services.
Virus	means any viruses of any kind including, without limitation, computer viruses, programming devices, spy ware, worms, time-outs, time bombs, back doors, easter eggs, Trojan horses, harmful or malicious code and other contaminants including but not limited to any codes, agent, instructions or any other computer programs that may or will be used to or which may modify, delete, damage, corrupt, deactivate, disable, disrupt, inconvenience or permit unauthorized access to any software, hardware, networks, data or information belonging to UOBC or otherwise interfere with or impede in any manner the operation of the Services.
You/your	means you, the customer(s), registered by UOBC to use the IBS.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

The examples and illustrations in this Agreement are for explanatory purposes only and shall not affect its interpretation.

This Agreement may be executed in English version and/or Chinese version (as the case maybe). If there are any inconsistencies in meanings between the English version and the Chinese version both executed by you, the Chinese version shall prevail.