

Bank of China (Hong Kong) Limited
OPEN API PHASE III

TERMS AND CONDITIONS FOR USE OF OPEN API SERVICE FOR MOBILE BANKING

1. These terms and conditions ("**Open API Terms**") apply to and regulate your use of the TSP Open API Service (as defined below) and/or the Bank Open API Service (as defined below) (together, the "**Open API Services**"). By registering or using the Open API Services, you are deemed to accept and agree to these Open API Terms. If you do not accept these Open API Terms, please stop registering or using the Open API Service.
2. These Open API Terms are in addition to and shall be read in conjunction with the Bank of China (Hong Kong) Limited's (the "**Bank**" or "**we**") Conditions for Services and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the Conditions for Services shall include reference to these Open API Terms). In the event of any conflict or inconsistency, these Open API Terms shall prevail over the Conditions for Services and to the extent of such conflict or inconsistency.
3. The laws of the Hong Kong Special Administrative Region of the People's Republic of China shall govern these Open API Terms. You hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
4. The Bank reserves the right to amend, add or delete at any time these Open API Terms by giving prior notice in writing to you and such notice may be made in such manner and by such appropriate means of communication, including, without limitation, use of direct mailing material or advertisement, website display or electronic communications such as electronic mail. You acknowledge and agree that you shall observe and comply with any of such amendment, addition and/or deletion when using the TSP Open API Service and/or the Bank Open API Service (as applicable). Your continued use of the TSP Open API Service and/or the Bank Open API Service (as applicable) shall constitute your acceptance of any of such changes or modifications.
5. These Open API Terms are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.
6. **TSP OPEN API SERVICE**
 - 6.1 You may provide the Bank with a consent (the "**TSP Open API Consent**") via the consent management portal (or such other means and manner as may be specified by the Bank from time to time) to provide your information (including your bank account and bank transaction information) to a third party service provider (a "**TSP**") for the purposes of enabling the TSP to provide you with certain services ("**TSP Open API Service**").
 - 6.2 You may initiate the grant of a TSP Open API Consent from the TSP's platform, following which you will be redirected to the Bank's mobile application for authentication. You shall follow the instructions as specified by the Bank from

time to time to authenticate and verify your identity and to confirm the details of the TSP Open API Consent.

- 6.3 Upon successful authentication and confirmation, you agree and acknowledge that we will share some or all of your information to the TSP in accordance with the terms of the TSP Open API Consent.
- 6.4 You acknowledge and agree that we will provide your information to the TSP on a non-reliance basis and you are solely responsible for checking the accuracy, timeliness and completeness of your information made available via the TSP Open API Service. We do not warrant the accuracy, timeliness, or completeness of your information or whether your information is fit for any purpose. You undertake that you will not rely on your information as made available in the TSP Open API Service. We shall not be liable to you or any third party for any loss suffered by or in connection with the TSP Open API Service in respect of which you or any third party have relied on your information made available in the TSP Open API Service or otherwise; and if you or any third party so rely on such information, you or such third party do so entirely at your or their own risk respectively.
- 6.5 You acknowledge and agree that TSPs are not partners, agents or representatives of the Bank. The Bank is not responsible for the acts or omissions of TSPs, and the Bank makes no representation or warranty that the TSP Open API Service will be uninterrupted, error-free, timely, complete, or accurate; nor does the Bank make any representation or warranty as to the results that might be obtained from your use of the TSP Open API Service or that TSP Open API Service will be fit for your purposes. You shall carefully review the TSP's terms and conditions applicable to its provision of TSP Open API Service, including terms and conditions relating to the TSP's fees and charges and the TSP's collection, usage and transfer of your data. You expressly agree that your use of TSP Open API Service is at your own risk.
- 6.6 You acknowledge and agree that any instructions to refresh, revoke or otherwise modify your TSP Open API Consent shall only take effect after such instructions have been accepted by the Bank. The Bank is entitled to seek any clarifications from you and/or the TSP as may be required by the Bank in its absolute discretion before accepting any instructions to refresh, revoke or otherwise modify your TSP Open API Consent. The Bank shall under no circumstances be liable for any delays in providing your information to the TSP. The Bank may, for whatever reason and at any time, not accept or cease to accept your TSP Open API Consent, in which case, your access to and usage of the TSP Open API Service may be affected.
- 6.7 The Bank is authorised and is deemed to be authorised to transfer your information to the TSP once the TSP Open API Consent is granted. Your instructions to refresh, revoke or otherwise modify your TSP Open API Consent shall be final and conclusive as determined by the Bank. Except to the extent that such delay or interruption is caused by the Bank's wilful misconduct or negligence, the Bank will not be liable for any loss or damage arising from any of the following: (i) any error or omission in your communication of a TSP Open API Consent; (ii) any delay in or interruption to providing your information to the

TSP; or (iii) any delay or failure to execute, or error in executing, your instructions to amend, update, refresh or revoke your TSP Open API Consent.

- 6.8 Notwithstanding your TSP Open API Consent, you acknowledge and agree that the Bank may at any time and for whatever reason, suspend or terminate the transfer of your information to the TSP without prior notice to you or the TSP. In such circumstances, your access to or usage of the TSP Open API Service will be affected. You further acknowledge and agree that the Bank shall not be liable for any loss arising out of or in relation to such suspension or termination.

7. **BANK OPEN API SERVICE**

- 7.1 To access or use the service (the "**Bank Open API Service**") provided to you by the Bank involving your information from another bank (the "**Data Provider Bank**"), we need your consent to access your information held by the Data Provider Bank (the "**Bank Open API Consent**").
- 7.2 You may initiate the grant of a Bank Open API Consent from the Bank's mobile application (or such other means and manner as may be specified by the Bank from time to time) in the manner as specified by the Bank from time to time, following which you will be asked to confirm the details of the Bank Open API Consent and you will be redirected to the Data Provider Bank's platform for authentication. You shall follow the instructions as specified by the Data Provider Bank from time to time to authenticate and verify your identity, and to confirm the details of the Bank Open API Consent.
- 7.3 Upon successful authentication and confirmation, you agree and acknowledge that the Bank will have access to your information held by that Data Provider Bank for the purposes of providing you with Bank Open API Service.
- 7.4 You acknowledge and agree that Data Provider Banks are not partners, agents or representatives of the Bank. The Bank is not responsible for the acts or omissions of the Data Provider Bank, and the Bank makes no representation or warranty that access to your information held by the Data Provider Bank will be uninterrupted, error-free, timely, complete, or accurate; nor does the Bank make any representation or warranty as to the results that might be obtained from your use of the Bank Open API Service or that the Bank Open API Service will be fit for your purposes. You expressly agree that your use of Bank Open API Service is at your own risk.
- 7.5 You acknowledge and agree that the Bank may, after considering the relevant information held by the Data Provider Bank obtained pursuant to the Bank Open API Service, not provide or cease to provide the Bank Open API Service at any time or for whatever reason. You acknowledge and agree that the decision to not provide or cease to provide the Bank Open API Service is in the Bank's absolute discretion and the Bank will not be responsible for any loss, damage or complaint arising therefrom.
- 7.6 You acknowledge and agree that the Bank is entitled to treat all instructions received from the Data Provider Bank to refresh, revoke or otherwise modify your Bank Open API Consent as being properly obtained, and to be final and

conclusive, and under no circumstances will the Bank be required to seek clarification from you or the Data Provider Bank to confirm the accuracy, timeliness or completeness of your Bank Open API Consent. The Bank shall not be liable for any loss arising from the Data Provider Bank's error, omission, delay or interruption in processing the refresh, revocation or otherwise modification of your Bank Open API Consent.

- 7.7 Except to the extent that such delay or interruption is caused by the Bank's wilful misconduct or negligence, the Bank will not be liable for any loss or damage arising from any of the following: (i) any error or omission in your communication of a Bank Open API Consent; (ii) any delay in or interruption to the Data Provider Bank's provision of your information; (iii) any inability to provide or delay in providing (in whole or in part) any Bank Open API Service to you or any other impact on the Bank Open API Service resulting from your failure to provide, maintain or refresh any necessary Bank Open API Consent; (iv) any delay or failure to execute, or error in executing, your instructions to amend, update, refresh or revoke your Bank Open API Consent; (v) any reliance by you or the Bank on the information held by the Data Provider Bank made available through the Bank Open API Service.

8. MANAGING YOUR TSP OPEN API CONSENT OR YOUR BANK OPEN API CONSENT

- 8.1 You may review, manage, refresh or revoke your TSP Open API Consent(s) and/or your Bank Open API Consent(s) (as applicable) via the consent management portal made available via the Bank's mobile application in the manner as specified by the Bank from time to time; or such other means and manner as specified by the Bank from time to time.
- 8.2 You are solely responsible for promptly amending, updating, refreshing or revoking your TSP Open API Consent(s) and/or the Bank Open API Consent(s) (as applicable) as and when necessary or appropriate. The Bank will not be liable for any disclosure of your information held by the Bank or the access to any information held by the Data Provider Bank (as applicable), and any loss incurred as a consequence of your failure or delay in amending, updating, refreshing or revoking your TSP Open API Consent(s) and/or your Bank Open API Consent(s) (as applicable).
- 8.3 The Bank may from time to time specify a maximum time period for the validity of your TSP Open API Consent or your Bank Open API Consent. If you do not renew your consent within the specified period, your TSP Open API Consent or your Bank Open API Consent will automatically lapse and your access or use of the TSP Open API Service or the Bank Open API Service (as applicable) will be affected.

MANAGING YOUR TSP OPEN API CONSENTS

- 8.4 You may visit the consent management portal on Bank's mobile application (or such other means as specified by the Bank from time to time) where you will be able to view details of the TSP Open API Consent(s) you have granted. You may refresh or revoke your TSP Open API Consent through the consent

management portal in the manner as specified by the Bank from time to time or such other means and manner as specified by the Bank from time to time.

- 8.5 You may also refresh or revoke your TSP Open API Consent from the TSP's platform in accordance with the TSP's terms of use and/or instructions from the TSP from time to time.
- 8.6 Upon the lapse or revocation of your TSP Open API Consent, we will stop sharing your information with the TSP. You acknowledge and agree that your access to and usage of the TSP Open API Service may be affected by this and that the Bank will not be responsible for any consequences of any lapse or revocation of your TSP Open API Consent.
- 8.7 We are only responsible for processing your instructions to revoke the TSP Open API Consent originating from the consent management portal via the Bank's mobile application (or from such other means as specified by the Bank from time to time), or upon receiving accurate and complete instructions from the TSP. We are not responsible for any act or omission to process your instructions as regards the TSP Open API Consent arising from any error, delay, misdirection, corruption or unauthorized alteration or interception in processing your instruction regarding the TSP Open API Consent arising from the TSP or other third parties or otherwise outside our reasonable control.

MANAGING YOUR BANK OPEN API CONSENTS

- 8.8 You may visit the consent management portal on Bank's mobile application (or such other means as specified by the Bank from time to time) where you will be able to view details of the Bank Open API Consent(s) you have granted to us to access and use your information held by the relevant Data Provider Bank. You may refresh or revoke your Bank Open API Consent from the consent management portal in the manner as specified by the Bank from time to time or such other means and manner as specified by the Bank from time to time.
- 8.9 You may also revoke your Bank Open API Consent from the Data Provider Bank's platform in accordance with the Data Provider Bank's terms of use and/or instructions from the Data Provider Bank from time to time.
- 8.10 Upon the revocation of your Bank Open API Consent (whether originating from the consent management portal via the Bank's mobile application, such other means and manner as specified by the Bank from time to time, or the Data Provider Bank's platform), we will not have access to your information held by the Data Provider Bank. You acknowledge and agree that your access to and usage of Bank Open API Service may be affected by this and that the Bank will not be responsible for any consequences of any lapse or revocation of your Bank Open API Consent, including any delay in providing or any inability to provide you (in whole or in part) with the Bank Open API Service or any other impact on the Bank Open API Service resulting from your failure to provide, maintain or refresh any necessary Bank Open API Consent.
- 8.11 We are only responsible for processing your instructions to revoke the Bank Open API Consent originating from the consent management portal via the

Bank's mobile application (or from such other means and manner as specified by the Bank from time to time), or upon receiving accurate and complete instructions from the Data Provider Bank. We are not responsible for any act or omission to process your instructions as regards the Bank Open API Consent arising from any error, delay, misdirection, corruption or unauthorized alteration or interception in processing your instruction regarding the Bank Open API Consent arising from the Data Provider Bank or other third parties, or otherwise outside our reasonable control.