

Terms and Conditions for eDDA

Important Warnings:

- A. Please be informed that:
- (a) Before you proceed to apply for eDDA Service (as defined below) through CSBHK, please read carefully these warnings and the Terms and Conditions set out below;
 - (b) You should contact your Participant Bank (as defined below) and find out the risks relating to direct arrangements, which may include but are not limited to: (i) malware attack or hacking or sabotage of bank customers' accounts resulting in confidential banking information and transaction authentication codes being stolen; (ii) anti-virus software lagging behind, undermining the effectiveness of using mobile devices for the purpose of second factor authentication of internet banking transactions; and (iii) banking information being stolen and misused to create unauthorized direct debit transactions. To minimize such risks, please verify your transaction records/history on a regular and timely basis and contact your Participant Bank immediately once you discover any error or discrepancy.
 - (c) Once the relevant Participant Bank has approved your application, and you have received the confirmation notification from CSBHK, you may start to issue eDDI (as defined below) fund transfer instructions in respect of transactions conducted through CSBHK. The fund transfer limit is subject to your account setting as stipulated by your Participant Bank (as defined below).
 - (d) Please observe the servicing time of eDDA services in CSBHK website.
- B. By applying to CSBHK to set up eDDA (as defined below) via this webpage, you (the Customer) have read and agree to be bound by the Terms and Conditions for eDDA (including these Warnings), the Terms and Conditions for Securities Trading, or the Terms and Conditions for Securities Trading (Professional Investor – Institutional) (as the case may be) and other addenda, policies, terms or other documents which may be published by CSBHK from time to time, which are expressly incorporated herein by reference. If you do not accept any of such terms or documents, you shall not proceed any further.

1. In these Terms and Conditions for eDDA ("**Terms**"), except where the context otherwise requires, the following words and phrases shall have the following meanings:

"**Applicable Requirements**" means any law, regulation, court order, or any rule, direction, guidelines, code, notice or restriction (whether or not having the force of law) issued by the Hong Kong Monetary Authority, any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which CSBHK, Participant Bank (as defined below), HKICL or any other Participant Banks or their respective affiliates or group companies, or any users are subject or are expected to comply with from time to time.

"**CSBHK**" means CITIC Securities Brokerage (HK) Limited, a Licensed Corporation under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) licensed to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities (C.E. Number: AAE879) and a participant of The Stock Exchange of Hong Kong Limited;

"**Designated Bank Account**" means same name account in your sole name maintained with a Participant Bank;

"**eDDA**" means a direct debit authorization set up by electronic means using HKICL FPS (as defined below);

"**eDDA Service**" means the service provided by HKICL as part of HKICL FPS to facilitate a payer (a customer of a Participant Bank) to set up direct debit authorization with a Participant Bank and to make payments to a designated account maintained by a payee with a Participant Bank;

"**eDDI**" means electronic direct debit instruction;

"**HKICL**" means Hong Kong Interbank Clearing Limited and its successors and assigns;

"**HKICL FPS**" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for: (i) processing direct debits and credits, funds transfers and other payment transactions; and (ii) exchanging and processing instructions relating to eDDA Service and other ancillary services;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**BANK**" means the Participant Bank (including its successors and assigns) chosen by CSBHK for eDDA Service

"**Mobile Trading APP**" means such mobile applicable software as may be designated by CSBHK from time to time through which CSBHK's trading services will be provided to the Customer, and where the Customer could access such services, such as enabling the Customer to operate his/her securities accounts, conduct transactions and dealings and to give instructions to and communicate with CSBHK.

"**us**" means CSBHK;

"**Participant Bank**" means a licensed commercial bank operating in Hong Kong which participates in HKICL FPS and is capable of processing its customers' funds transfer instructions through the HKICL FPS;

"**CSBHK T&Cs**" means the Terms and Conditions for Securities Trading, or the Terms and Conditions for Securities Trading (Professional Investor – Institutional) (as the case may be), Terms and Conditions for Margin Financing, the Circular relating to Personal Data (Privacy) Ordinance of Hong Kong ("**Circular**") and its addenda, amendments and supplements as stipulated by CSBHK from time to time.

Capitalized terms that are not otherwise defined in these Terms shall have the same meaning contained in the CSBHK T&Cs.

2. In consideration of CSBHK agreeing at your request to set up eDDA for you, you agree to be bound by these Terms.
3. Prior to making a request to CSBHK for eDDA, you shall:
 - (a) specify a Designated Bank Account;
 - (b) review and understand the relevant terms stipulated by your Participant Bank in respect of eDDA Service and the threshold amounts imposed in respect of a category of payment/debit;
 - (c) familiarize yourself with the functions, features and limitations of the eDDA Service;
 - (d) evaluate fully the risks associated with using eDDA Service;
 - (e) ascertain from your Participant Bank procedures for cancelling your eDDA; and

- (f) if necessary, seek independent advice from your legal, financial and other professional advisers as you may consider necessary.
4. You understand and acknowledge that:
- (a) you are requesting CSBHK to set up any eDDA for you subject to these Terms, the terms and conditions stipulated by a Participant Bank and Applicable Requirements;
 - (b) CSBHK may in its sole and absolute discretion refuse your request for eDDA or discontinue the eDDA arrangement at any time without giving reason and without liability;
 - (c) the delivery of eDDA Service request by you to CSBHK constitutes delivery by you to the Participant Bank administering your Designated Bank Account (“**your Participant Bank**”);
 - (d) the eDDA is provided for the benefit of CSBHK, your Participant Bank and *BANK*, and is provided in consideration of and subject to *BANK* and your Participant Bank in agreeing to process the eDDA in accordance with Applicable Requirements and their internal policies; and
 - (e) CSBHK will notify you by email if your Participant Bank accepted the eDDA request; if your Participant Bank rejects the eDDA request or if your Participant Bank does not respond, CSBHK will not notify you of the result of the eDDA request and will not assume any liability for it.
5. For the purpose of setting up the eDDA and subject to approval by *BANK* and your Participant Bank, you agree and authorize CSBHK to collect, use, process, retain, transfer and release your personal data and bank account information (including but not limited to Customer's name, investor ID in CSBHK, registered mobile, ID / passport number and number of your Designated Bank Account) to *BANK* and your Participant Bank, for the following purposes:
- (i) identifying and communicating with you;
 - (ii) processing and submitting the eDDA request to your Participant Bank via *BANK*;
 - (iii) processing instructions and payments for eDDA purpose;
 - (iv) answering enquiries from you, *BANK* or your Participant Bank regarding eDDA Service and eDDI;
 - (v) meeting any disclosure requirements under any Applicable Requirements; and
 - (vi) purposes relating or ancillary to any of the above.

For the avoidance of doubt, nothing contained in this clause shall be construed as a modification or amendment of any terms of the Circular.

6. To give effect to any eDDI initiated by you using Internet Trading Service and/or Mobile Trading APP, you unconditionally and irrevocably authorize and direct CSBHK to arrange such real time direct debits via eDDA from your Designated Bank Account to your Securities Account with CSBHK for:
- the total consideration of the completed orders/instructions placed by you or on your behalf;
 - such amount of money for settlement of any and all payments of levies, duties, taxes required under Applicable Requirements;
 - payment in respect of margin calls made by CSBHK;
 - any amounts payable by you to CSBHK including, without limitation, any finance charges, accrued interest thereon and costs, fees, commissions and expenses payable by me to CSBHK or its Affiliates;
 - all Losses incurred by CSBHK in relation to carrying out any eDDI;

- fees and charges of *BANK* in respect of processing any eDDI; and
- any sum paid into your Designated Bank Account erroneously or any entry made into your Designated Bank Account as a result of a system error or human error.

Please refer to our corporate web site for the latest service hour regarding eDDI. (<https://www.csb.com.hk/customer-service-settlement.php>). If you initiate an eDDI outside CSBHK's service hours, you agree that CSBHK may, without liability, route the eDDI to your Participant Bank during the next service window.

7. You agree that:

- (a) eDDA is not applicable to joint name bank account;
- (b) your Participant Bank and *BANK* shall not be obliged to ascertain whether or not notice of any such transfer has been given to you;
- (c) the eDDA hereunder will continue to be in force and effect as long as you continue to use Internet/mobile trading service of CSBHK until further notice; if you want to cancel or change the settings of the eDDA, you may contact your Participant Bank directly;
- (d) to initiate a fund transfer through eDDA, you are required to initiate a new fund transfer instruction (i.e. eDDI).
- (e) any eDDI or request received by us, believed by us in good faith to be given by you, will be irrevocable and binding on you;
- (f) should there be insufficient funds in your Designated Bank Account to meet any debit/transfer authorized by these Terms, your Participant Bank may in its sole and absolute discretion, refuse to effect such a debit/transfer and may cancel the eDDA at any time without notification to you;
- (g) your Participant Bank may also, in its sole and absolute discretion, cancel the eDDA at any time without prior notice and without giving reasons (even though the eDDA has not expired or there is no expiry date for the eDDA) and refuse to process any eDDI, and if such authorization is cancelled by your Participant Bank, you should make direct enquiries with your Participant Bank;
- (h) *BANK* may also terminate its eDDA Service at any time and suspend or withdraw at any time any of its eDDA Service or part thereof;
- (i) *BANK* and your Participant Bank will not accept any request to cancel or vary any of the eDDI;
- (j) eDDIs sent via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, hacked, corrupted, lost, arrive late or contain viruses, malware and other problems and that CSBHK and the Participant Banks in your eDDA arrangement do not have any liability for any errors or omissions in, or late or failure of arrival or receipt of, any eDDI sent via online transmission;
- (k) CSBHK and the Participant Banks may treat all eDDIs as properly authorized by you, even if made fraudulently and they are not obliged to put in place additional security measures to verify the validity of such authorization and you agree and that the processing of eDDIs may be delayed or declined as a result of these lack of measures, and that CSBHK and the Participant Banks will not be liable for any losses arising from such delay or refusal to act;

- (l) where you have set up eDDA on your Designated Bank Account but no fund transfer is made pursuant to that authorization for a significant period of time, CSBHK may at its sole and absolute discretion and without prior notice and without liability to you cancel the eDDA, even if that authorization has not expired or is not subject to an expiry or termination date; and
 - (m) any notice of cancellation or variation of the eDDA hereunder shall be given at least five working days prior to the date on which such cancellation/variation is to take effect and that your Participant Bank may notify CSBHK and *BANK* of such cancellation or variation.
8. You shall:
- (a) provide CSBHK with all necessary information and documents for the purpose of processing the eDDA request;
 - (b) comply with these Terms, Applicable Requirements and policies of *BANK* and of your Participant Bank in connection with your use of eDDA Service and sending and processing of any eDDI;
 - (c) check the accuracy and completeness of any eDDI, and CSBHK and the Participant Banks shall be under no obligation to check or verify the same and accepts no responsibility or liability in respect thereof;
 - (d) take full responsibility for any overdraft (or increase in existing overdraft) on your Designated Bank Account which may arise as a result of any debit or transfer effected through any eDDI;
 - (e) inform CSBHK immediately, in writing, of any change in your Designated Bank Account (e.g. account suspension/closure, change of account number etc.) or other information (e.g. mailing address, telephone number etc.);
 - (f) maintain sufficient funds in your Designated Bank Account at the time of the transfer/debit authorized by these Terms to cover any eDDI;
 - (g) observe the cut-off time for eDDI processing and ensure that your funds reach CSBHK in a timely manner to fulfill your settlement obligation under the relevant transaction;
 - (h) if your eDDI is rejected, check the balance and transaction limit of your Designated Bank account and arrange for deposit of funds with us promptly via other means as may be directed by CSBHK;
 - (i) pay the necessary charge or administration fee levied by your Designated Bank Account should your eDDI not effected and be returned due to insufficient funds, account suspension or account closure or other reasons;
 - (j) if any delay, unavailability, disruption, failure or error or other matter (as mentioned in Clause 9 below) occurs in respect of the eDDA Service and eDDI, arrange for deposit of requisite funds with CSBHK promptly via other means as may be designated by CSBHK on its website (<https://www.csb.com.hk/customer-service-settlement.php>);
 - (k) monitor your Designated Bank Account closely and ensure that debits/transfers of funds are correct or accurately recorded (as the case may be);
 - (l) seek assistance promptly from your Participant Bank if you have made a mis-transfer of funds;

- (m) where either the BANK or CSBHK has reason to believe that an eDDI is not properly authorised, or that any other breach of security has occurred in relation to the Customer system or the Customer's use of the real time direct debit services, CSBHK reserves the right not to process, or to delay processing the eDDI, and CSBHK will inform the Customer as soon as reasonably practicable; CSBHK shall not be liable for any of such non-processing or delayed processing;
- (n) follow the Security Instruction posted on our website (see below link) to safeguard your Internet trading and mobile trading APP logon account as the eDDA and eDDI functions are accessible after client logon:

<https://www.csb.com.hk/customer-service-faq-other.php?id=2003>

9. You agree and confirm that neither CSBHK, the Relevant Persons nor its nominee shall be liable to you for any loss, damage, cost, fee or expense of any kind, which you or any other person may incur or suffer arising from or in connection with:
- (a) setting up of eDDA for your Designated Bank Account;
 - (b) rejection of your application for eDDA Service;
 - (c) processing or execution of eDDI, except to the extent that the loss, damage or expense arises directly and solely from our own fraud, gross negligence or wilful default;
 - (d) any losses which you may suffer from anything which CSBHK or its nominee or BANK does or omits to do (in the absence of fraud, gross negligence, wilful default or bad faith on the part of CSBHK) in connection with the eDDA or processing of any eDDI;
 - (e) anything done or omitted to be done because of any legal requirement, any requirement of a regulatory body or authority or an order or direction of a court or tribunal;
 - (f) any inability to act as a result of any eDDI being unclear or incomplete;
 - (g) any delay, unavailability, disruption, failure or error of or caused by BANK or your Participant Bank;
 - (h) any delay, unavailability, disruption, failure or error of HKICL FPS or related facilities or services;
 - (i) any delay, unavailability, interruption, failure or error of the Internet, mobile platform or any electronic, computer or other system; or
 - (j) anything beyond the control of CSBHK or its nominee or BANK.

In the event that CSBHK is found to be liable to you, you agree that the total liability of CSBHK under this clause shall not exceed the total commission received by CSBHK from the relevant transactions involving eDDI transmission.

10. IN NO EVENT SHALL CSBHK BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
11. To the extent permissible under Applicable Requirements, you shall indemnify CSBHK and its Relevant Persons and Affiliates and hold us harmless against all actions, claims, proceedings, losses, damages, taxes, expenses and costs arising out of or in connection with:
- (a) the acceptance and acting on your instructions to raise a request for eDDA;
 - (b) the acceptance and acting on any eDDI initiated by you;
 - (c) performing its obligations hereunder;
 - (d) any breach by you of your obligations or of either the CSBHK T&Cs or these Terms;

- (e) anything done or omitted to be done by CSBHK or its nominee in reliance on instructions or communications which CSBHK in its sole and absolute discretion believes to have been given by you or on your behalf or any failure of you to give instructions;
 - (f) any proceeding or investigation by or on behalf of any regulatory body; and
 - (g) any action by CSBHK or its Relevant Persons taken in good faith to comply with any Applicable Requirements.
12. CSBHK may revise these Terms at any time and from time to time after giving such reasonable notice as may be required by the applicable code of practice or code of conduct or by its internal policy. Such provisions, any revision and/or additions thereto shall become effective when brought to your attention by way of notice and shall be deemed to have been accepted by, and binding on you if you continue to use any of Internet trading or mobile trading services provided by us after the effective date of such notice.
13. Save as stated in these Terms, no person other than you or us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms.
14. In case of discrepancies between the English and Chinese versions of these Terms, the English version shall apply and prevail.
15. These Terms shall be governed by and construed in accordance with the laws of Hong Kong. The jurisdiction clause in the CSBHK T&Cs shall also apply to these Terms.
16. By clicking the “Accept” button on this page, you confirm that you have read and fully considered and consented to these Terms (including the Warnings) and agree to be bound by them.

CITIC Securities Brokerage (HK) Limited
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