

CIGP's E-Platform – Terms & Conditions

The below terms and conditions (“Terms and Conditions”) must be read in conjunction with the other terms and conditions contained in your Agreement, or any of the separate schedule(s) signed by the Client.

TERMS AND CONDITIONS FOR CIGP'S E-PLATFORM

1. DEFINITIONS

- i.) “**Access Procedure(s)**” means the E-Platform related Display Name, Password, Pin Code and any other password, electronic device code or access procedure issued by CIGP or any other party designated by CIGP from time to time in order to enable the User to access and/or use E-Platform;
- ii.) “**Core Service(s)**” means the information provided by CIGP and accessed through E-Platform from time to time (as may be withdrawn, added to or modified by CIGP from time to time in its discretion);
- iii.) “**Display Name**” means the display name and User identity issued by CIGP in order to enable the User to access and/or use E-Platform and the Core Services;
- iv.) “**E-Platform**” means the service of making available any one or more channels of electronic access or other channels of access to any of the Core Services, which channels may include but not limited to websites, computers, telephones, mobile telephones, wireless data networks, mobile devices, in or outside Hong Kong and/or any other channels and/or means as may be determined by CIGP from time to time;
- v.) “**Password**” means the password to be created by CIGP, then shared to the User, as described in section 5;
- vi.) “**Pin Code**” means the unique code, automatically generated after the User has entered his details during the Access Procedure, and received on the User's registered mobile device;
- vii.) “**Security Notification**” has the meaning ascribed to it in Clause 3.2;
- viii.) “**Terms and Conditions**” means the terms and conditions set out herein and in the Online Application Form for the E-Platform as well as the terms and conditions contained in the Agreement;
- ix.) “**Unauthorised User(s)**” means any/all person/(s) not being the User; and
- x.) “**User**” means the Client(s) and or an/the authorised representative(s) with full powers on the Account, or an/the authorised representative(s) with a limited power only or any person authorized by the Client, being the person having access to the Core Services.

Unless otherwise defined in this section, terms and references defined or construed in any other section of the Agreement shall have the same meaning and construction in this section.

In the event of any inconsistency between this section and any other section of the Agreement:

- The other section of the Agreement shall prevail in so far as the inconsistency relates to the Core Service in question; and
- The Terms and Conditions shall prevail in so far as the inconsistency relates to E-Platform.

2. ACCESS TO E-PLATFORM

Access to E-Platform is subject to the Terms and Conditions and is granted to Users having identified themselves by entering:

- i.) the E-Platform Display Name;
- ii.) the Password; and
- iii.) the Pin Code

in accordance with CIGP's instructions and procedures regarding the use of such Access Procedures.

The User and the Client(s) (where different from the User) acknowledge(s) and irrevocably agree(s) that CIGP shall not be liable to the User and/or the Client(s) (where different from the User) in any way for any damage, loss, expense or cost whatsoever or howsoever caused arising, directly or indirectly, in connection with the use of all information provided by the E-Platform, or for any incomplete, inaccurate or delayed transmission of information from the E-Platform.

3. OBLIGATION TO EXERCISE DUE DILIGENCE ON THE PART OF USER(S)

The User shall treat the Access Procedures confidentially and shall protect them against misuse by Unauthorised Persons. In particular the Password may not be

- i.) Stored unprotected in any way, including on the computer of the User;
- ii.) Written down or recorded without being disguised.

In case the User fraudulently or with gross negligence fails to properly safeguard his/her device(s) or Access Procedures, the User and the Client(s) (where different from the User) shall be liable for all losses incurred.

If there is any reason to suspect that Unauthorised Users have knowledge of the User's Access Procedures or that any Access Procedure has been compromised in any other way ("**Compromised Access Procedure**"), the User must immediately cease to use such Compromised Access Procedure and notify CIGP immediately of such compromise or suspected compromise (each, a "**Security Notification**").

Any Security Notification given verbally shall be confirmed in writing by the User and actually received by CIGP failing which CIGP shall not be obliged to act upon the Security Notification. The User and the Client(s) (where different from the User) shall be liable for all losses arising from failure to immediately cease the use of Compromised Access Procedure and/or to notify CIGP of (suspected) compromise.

The User hereby acknowledges that CIGP shall be entitled to deactivate or revoke the use of any one or more of the Access Procedures at any time without assigning any reason and without prior notice to the User and the Client(s) (where different from the User).

4. SECURITY WITH E-PLATFORM: NON-LIABILITY ON THE PART OF CIGP

The User shall be responsible for obtaining and using the necessary web browser and/or other software and/or hardware and/or equipment necessary to obtain access to E-Platform at its own risk and expense. If new or different versions of the web browser and/or other software and or hardware and/or equipment necessary for the operation of E-Platform become available, CIGP reserves the right not to support any prior version of the web browser or other software or hardware equipment. If the User fails to upgrade the

relevant software and/or web browser or to use the enhanced version of software and/or web browser or hardware or equipment as required by CIGP.

- The User and the Client (where different from the User) hereby acknowledge(s) the following risks: Insufficient technical knowledge and lack of safety precautions can make it easier for Unauthorised Users to access the system. It is the User's responsibility to inform itself of and take the necessary security precautions (for example ensuring that the User's own anti-virus programs and firewalls are up-to-date). The possibility that the network provider may profile the Client's or each Authorised Representative's user characteristics cannot be ruled out.
- There is a danger that third parties could gain unnoticed access to a computer system of the User during an internet session. There is also the possibility that third parties may record communication with CIGP.
- There is also the danger of intrusion or attack by any person, hardware, software, virus, trojan horse, worm, bot and/or macro or other harmful components that may interfere with E-Platform, the web browser or the computer system of CIGP, the User, any Authorised Representative or the network provider.
- It is important that the User only downloads and uses software from reliable sources.

The User's E-Platform Display Name and Password and any other relevant Access Procedure issued by CIGP may be dispatched by CIGP to the last known e-mail address of the User or in such manner as may be advised by the User, as the case may be, at the User's and the Client's/Clients' (where different from the User) risk.

For the avoidance of doubt, the Access Procedures shall remain the exclusive property of the CIGP. Each of the User agrees to comply with the CIGP's instructions and procedures regarding the use of Access Procedures.

CIGP does not represent or warrant that any content, information or data transmitted via E-Platform is accurate, complete and/or not misleading in any way. CIGP assumes no responsibility whatsoever for the accuracy, timeliness and completeness of E-Platform data which it transmits, in particular, information regarding accounts and transactions (including balances and statements) and generally available information such as stock market prices and foreign exchange rates is to be regarded as non-binding.

CIGP shall in no event be liable for any damage, loss or expense, including direct, indirect, special or consequential damage, or economic loss arising from or in connection with transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of the network providers

CIGP may from time to time upgrade, modify or alter the E-Platform services at any time and at its sole discretion. CIGP shall not be liable if any such upgrade, modification or alteration prevents the User from fully accessing and/or using E-Platform.

In connection with the use of E-Platform, the User and the Client(s) (where different from the User) authorise(s) the disclosure, release, transmission, processing and retention of any and all information whether relating to the Client's/Clients' account(s) with CIGP or otherwise, to or by such parties as CIGP in its absolute discretion deems necessary for the purpose of providing the E-Platform service.

The User confirms to refer to the Security Measures which CIGP may provide from time to time. CIGP will in no event ask the User to release or transmit Access Procedures by e-mail and the User should contact

CIGP by phone if in doubt. The User undertakes not to access CIGP's E-Platform through hyperlinks embedded in e-mails and also agrees to verify the genuineness of CIGP's E-Platform website before accessing it. Also, the User should not access E-Platform services through public or shared computers (e.g. at cyber cafés or public libraries).

5. OBTAINING ACCOUNT BALANCE AND TRANSACTION HISTORY

The data or information relating to the accounts (including the balances and transactions) provided by CIGP via E-Platform may not be conclusive as to the latest current balance as deposits, withdrawals, buy/sell orders may be made or items charged without the relevant entry being made in time when the data or information is provided. The data or information provided is therefore not binding.

6. BLOCKING

CIGP may in its absolute discretion, or at the request of the User and/or the Client(s) (where different from the User), block access by User to any or all of the Core Services at any time without stating reasons therefore and without prior notification and CIGP shall not be liable or responsible for any loss or damage suffered by the User and/or the Client(s) (where different from the User) arising out of or in connection with or by reason of such blockage.

7. FOREIGN LEGAL PROVISIONS/RESTRICTIONS

The User and the Client(s) (where different from the User) acknowledge(s) and accept(s) that due to the laws of some countries, the User:

- May not be able to access or use E-Platform services from these countries;
- May be infringing the laws of these countries (including any import and export restrictions governing encryption algorithms) when accessing E-Platform services from these countries; or
- May be prevented by CIGP from accessing or using some or all of the services of E-Platform in such countries as CIGP may determine from time to time.

The User and the Client(s) (where different from the User) acknowledge(s) that it is the User's duty to ascertain whether any laws will be infringed and will not hold CIGP liable for any infringement or inability to access or use such services of E-Platform.

8. CANCELLATION AND DISCONTINUANCE OF E-PLATFORM

CIGP may at its absolute discretion at any time cancel or discontinue E-Platform without prior notice to the User and/or the Client(s) (where different from the User). After cancellation or discontinuance, E-Platform may be reinstated in such manner and form on such terms and conditions as CIGP may determine at its absolute discretion.

9. INDEMNITY

Without prejudice to the generality of any other provision herein or in any other section of the Agreement, the User and the Client(s) (where different from the User) hereby agree(s) to indemnify and to hold CIGP and all of its officers, employees, nominees and agents harmless from and against any and all loss(es) on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (whether direct or consequential), damages, costs and expenses (including all Taxes, interest, service charges and legal costs on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which CIGP may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of the Terms and Conditions or any other agreement, including CIGP taking, relying and acting upon any instructions given or purported to be given by the User regardless of the circumstances prevailing at the time of such instructions and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt of the contents of such instructions.

10. VARIATION OF THE TERMS AND CONDITIONS

Without prejudice to the generality of any other provision herein or in any other section of the Agreement, the User and the Client(s) (where different from the User) hereby acknowledge(s) and agree(s) that CIGP may impose such further terms and conditions and make such changes to the Terms and Conditions as well as to any of the CIGP 's terms and conditions applicable to each of the services (including Core Services) available under E-Platform as CIGP may in its discretion deem fit from time to time. Upon any change in the Terms and Conditions, CIGP will notify the User by such method of notification as may be designated by the CIGP, which may include notification by way of e-mail or by posting the changes on-line on CIGP's web-site(s), and such changes shall be effective on and from the date specified by CIGP in such notification or posting (which shall be binding upon receipt or deemed receipt by the User and/or Client) but if no such date is specified, on and from the date of such notification and/or posting.

11. EVIDENCE AND RECORDS

The User and the Client(s) (where different from the User) acknowledge(s) and agree(s) that the CIGP's records of the communications, processed or effected through E-Platform and/or the Core Services by the User or any person purporting to be the User, acting or purportedly acting on behalf of the User, with or without the User's and the Client's/Clients' (where different from the User) consent, and any record of any transactions maintained or by any relevant person authorised by CIGP relating to or connected with E-Platform and/or the Core Services shall be binding and conclusive on the User and the Client(s) (where different from the User) for all purposes whatsoever and shall be conclusive evidence of the transaction and the Client's/Clients' liability to the CIGP. The User and the Client(s) (where different from the User) hereby agree(s) that all such records are admissible in evidence and that the User and the Client(s) (where different from the User) shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waives any of the User's and the Client's/Clients' (where different from the User) rights (if any) to so object.

12. INTELLECTUAL PROPERTY RIGHTS

The User and the Client(s) (where different from the User) hereby acknowledge(s) that:

- The content, including text, software (including any html, Java script, java, CGI script or any other computer code), photographs, graphics, graphical user interface, face, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to the User through E-Platform; and
- Any materials (including any software or computer code of any kind and user manuals) and/or information presented by the User to CIGP for use with E-Platform, (all the aforementioned content and/or materials to be collectively referred to as “**Content**”) are the exclusive property of CIGP and/or its third party licensors.
- The User and the Client(s) (where different from the User) hereby acknowledge(s) and agree(s) that the User is only permitted to use the Content as expressly authorised by the CIGP. The Terms and Conditions do not transfer any right, title or interest in E-Platform or the Content to the User and the Client(s) (where different from the User) and the User and the Client(s) (where different from the User) may not copy, reproduce, modify, distribute, publish or commercially exploit the Content or create derivative works from the Content without expressly being authorised to do so by the CIGP. The User and the Client(s) (where different from the User) agree(s) that it shall not decompile, reverse engineer, input or compile any of the Content or attempt to do so.

13. TERMINATION

The User or CIGP may terminate the use of E-Platform by notice in writing to the other party at any time.

CIGP shall be notified immediately:

- By the User upon revocation of its appointment as an Authorised Person; and/or
- By the Client upon revocation of the appointment of any of its Authorised Person.

Upon receipt of such written notification, CIGP shall terminate the use of E-Platform by the Authorised Person being the User.