

Airstar Bank Limited

Licensing Agreement and Terms of Use of the Mobile App

THIS MOBILE APP IS PROVIDED TO YOU BY AIRSTAR BANK LIMITED (THE "**BANK**", "**US**" or "**WE**").

BY DOWNLOADING THE MOBILE APP FROM THE APP STORE AND CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU ACCEPT THE TERMS OF THIS AGREEMENT WHICH WILL BE BINDING ON YOU.

THE MOBILE APP WILL PROVIDE YOU WITH ACCESS TO THE BANK'S VIRTUAL BANKING SERVICES. USE OF THE BANK'S VIRTUAL BANKING SERVICES ARE FOR THE BANK'S CUSTOMERS ONLY AND WILL BE GOVERNED BY THE TERMS AND CONDITIONS OF USE OF VIRTUAL BANKING SERVICES (THE "**TERMS**") AND ANY OTHER TERMS AND CONDITIONS THAT WE MAY NOTIFY YOU FROM TIME TO TIME. IF THERE IS ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS, THE TERMS WILL PREVAIL.

UNLESS OTHERWISE INDICATED, ALL DEFINED TERMS IN THE TERMS WILL HAVE THE SAME MEANING IN THIS AGREEMENT.

This licensing agreement and terms of use of the Mobile App (the "**Agreement**") is between you and the Bank regarding the use of the Mobile App. The Mobile App allows you, as an individual customer of the Bank only, to access to the Virtual Banking Services in a format which is easier to view on a mobile device.

We hereby license the use of the Mobile App on the terms of this Agreement and subject to any App Store Rules. Where there is any discrepancy between the App Store Rules and the Agreement, this Agreement shall prevail insofar as the use of the Mobile App is concerned.

1 USE AND UPDATES

- 1.1 The terms of this Agreement apply to the Mobile App, including any updates or supplements to the Mobile App, unless these come with separate terms, in which case those terms will apply. If any open-source software is included in the Mobile App, the terms of the open-source licence may override some of the terms of this Agreement. We may change the terms of this Agreement at any time by notifying you of such change when you next start the Mobile App or by any other means as we consider appropriate. Any new or amended terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Mobile App.
- 1.2 The Mobile App can be used on a mobile device running an operating system supported and specified by us from time to time. You acknowledge that you are responsible for ensuring that your device meets any minimum requirements. Failure to do so may result in the Mobile App malfunctioning or that not all of the Virtual Banking Services or features of the Mobile App can be utilised.
- 1.3 From time to time, updates to the Mobile App may be issued through the App Store. Depending on the update, you may not be able to use the Mobile App (and therefore the Virtual Banking Services) until you have downloaded the latest version of the Mobile App and accepted any new or amended terms. To ensure that you always have

access to the Virtual Banking Services through the Mobile App, you should keep the Mobile App updated.

- 1.4 The rights to the Mobile App (except for any information provided by our licensors or by our third party providers) are owned by the Bank. We reserve the right to, at our absolute discretion, suspend or terminate your use of the Mobile App or any part of it (and consequently, the Virtual Banking Services or any part of it) in accordance with clause 12 of the Terms. The Bank will not be responsible for any loss or damage suffered by you arising from such decisions.
- 1.5 You acknowledge that the Mobile App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Mobile App meet your requirements.
- 1.6 The Bank does not charge any fee for the download and use of the Mobile App. However, you will be responsible for the charges associated with using the data service on your device when you use the Mobile App. Please check with your mobile network operator for details of the usage fees.

2 Your Responsibilities

Except as expressly set out in this Agreement, you agree:

- (a) to comply with all applicable laws and regulations that govern your download, access and use of the Mobile App;
- (b) to not alter, modify, adapt, reverse-engineer, copy or reproduce all or any part of the Mobile App;
- (c) not to use the Mobile App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement or the Terms, or act fraudulently or maliciously, for example, by hacking into or compromising the Mobile App or any operating system in any way;
- (d) not to infringe our intellectual property rights or those of any third party in relation to your use of the Mobile App (to the extent that such use is not licensed by this Agreement);
- (e) not to transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Mobile App; and
- (f) not to access without authority, interfere with, manipulate, damage or disrupt:
 - (i) any part of the Mobile App;
 - (ii) any device or network on which the Mobile App is stored;
 - (iii) any software used in the provision of the Mobile App; or
 - (iv) any device or network or software owned or used by any third party; and

- (g) you must adopt the necessary security measures as required or recommended by us from time to time, otherwise you may need to bear the associated risks and consequences which may arise from or in connection with your mobile device or the use of the Mobile App.

3 DISCLAIMER AND LIMITATION OF LIABILITY

- 3.1 While we make reasonable efforts to provide the Mobile App, you acknowledge that the Mobile App may not be available for use at all times, and is subject to (but without limitation to) interruption, failure of hardware or software, errors, transmission blackouts, delayed transmissions due to internet traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. We will not be liable for any failure to provide those services, in part or in full, due to any abnormal and unforeseen circumstances beyond our control and the consequences of which would have been unavoidable despite all efforts to the contrary.
- 3.2 We are not liable for any loss, damage or expense of any kind incurred or suffered by you arising from or in connection with your use of or inability to use the Mobile App, unless it is caused by the gross negligence or wilful default on our part or on the part of our employees or agents.
- 3.3 Your use of the Mobile App is wholly at your own risk. The Mobile App is provided on an "as is" basis with no representation, guarantee or agreement of any kind as to its functionality.
- 3.4 The biometric identity sensor module on your mobile device is not provided by us. We are not responsible for the biometric identity sensor technology. We do not give any warranty, whether express or implied, of any kind including any warranty of quality, accuracy or performance, fitness for a particular purpose, title or non-infringement of any rights.
- 3.5 The Mobile App may provide a range of information. You acknowledge that such information has not been investigated, verified, monitored or endorsed by us. We do not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of the information nor bear any liability for any loss arising from any inaccuracy, omission or incompleteness of the information, regardless of whether the information is provided by us or a third party.
- 3.6 We do not represent or warrant that viruses or other destructive properties will not be transmitted or that your device will not be damaged during your use of the Mobile App. You are solely responsible for ensuring adequate protection and back-up of the mobile device and/or any data within such device, taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties and to prevent the transmission of such computer viruses or destructive properties to your mobile device.
- 3.7 We make no representations or warranties as to the accuracy, functionality or performance of any third party software used in connection with the Mobile App or the compatibility of any particular device with the Mobile App. You are solely responsible for ensuring that your devices meet the system requirements specified by such third party or by the Bank.

4 SECURITY

4.1 You must take all reasonable steps to keep safe and prevent fraudulent or unauthorised use of your mobile device and security details, being your Username, Passwords, Security Codes and biometric credentials (such as your fingerprint, facial map or any other biometric data) (collectively, "**Security Details**"). These precautions include (but are not limited to):

- (a) not to set a Password that is easy to guess (e.g. not to include information such as your birthday, telephone number or a recognizable part of your name) and not to use the same password to access other services or mobile applications on your mobile device;
- (b) to destroy any printed copies of the Username and Password after you have memorized or changed them;
- (c) not to disclose to, share with, allow access to or use by anyone the Username, Password or Security Code (other than persons whom the Customer has authorised to handle or operate the Account on his behalf);
- (d) not to write down or record the Username, Password or Security Code without disguising it;
- (e) to change the Password on a regular basis and not to store the Password on computers, mobile devices or place in plain sight;
- (f) to act in such manner so as to avoid "shoulder surfing" of the Username, Password or Security Code;
- (g) not to use shared computers, mobile devices or other equipment or devices or public Wi-Fi to access the Mobile App and the Virtual Banking Services;
- (h) if we send a one-time password to your mobile device, not to send this one-time password from one mobile device to another or to any other person;
- (i) install the appropriate anti-virus, personal firewall software and other security software to protect the mobile device that you use to access the Virtual Banking Services;
- (j) safeguard against social engineering techniques for obtaining your information such as the Username, the Password or the Security Code through fake or suspicious emails, websites or internet banking mobile applications or impersonation of the Bank's staff or the police, and to report any of the above irregularities to us immediately;
- (k) only use the Mobile App downloaded from the App Store(s) designated and approved by the Bank;
- (l) promptly check any Advice or Statements received from the Bank, including any information about the date and time of the last login to the Mobile App, and to notify the Bank as soon as practicable by contacting the Bank's staff through the designated means as set out in the Website or Mobile App, whenever unauthorised or unusual transactions or observations are detected;

- (m) not to access the Mobile App with a mobile device which has been infected with computer viruses, malware or has been tampered with to the extent that such tampering may cause or increase the chance of information (such as your Security Details) being stolen from or malware being downloaded to your mobile device;
- (n) once you have logged on to the Mobile App, do not leave your mobile device unattended or let anyone else use your mobile device;
- (o) log out of the Mobile App once you have finished using the Mobile App, and in particular not to leave the Mobile App running in the background whilst logged in (e.g. when multi-tasking or running other mobile applications);
- (p) if you have activated the feature that allows you to use your biometric credentials to authenticate your identity to access the Mobile App, ensure that only your biometric credentials are stored on your mobile device and not anyone else's and that you only allow your biometric credentials to log on to the Mobile App;
- (q) not to use facial recognition for authentication purposes if you (i) have an identical twin sibling or (ii) are in adolescence (whereby your facial features may be undergoing a stage of development), in which case you are recommended to use your Password or Security Code to log on to the Mobile App;
- (r) not to take any action to disable any function provided by, and/or to agree to any setting in your mobile device that would otherwise compromise the security of the use of your biometric credentials for authentication purposes (e.g. disabling "attention-aware" for facial recognition); and
- (s) comply with and adopt any other security measures that the Bank may from time to time require or recommend you to take.

4.2 We endeavor to ensure the security of your data transmitted via the Mobile App through the use of encryption technologies. Additionally, by using the Mobile App, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any messages or information that you send using the Mobile App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

4.3 You must not use the Mobile App or your Security Details on any mobile device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of Mobile App, your Security Details on a jail broken or rooted device may compromise security and lead to fraudulent transactions or leakage of your Security Details. Download and use of the Mobile App (and your Security Details) in a jail broken or rooted device is entirely at your own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by you as a result.

- 4.4 You will be responsible for all Instructions given by you or anyone acting with your authority between the time when you log on to the Mobile App and until you log off.
- 4.5 You understand and agree that if you store or allow to be stored on your mobile device, another person's biometric credentials, you are responsible for that person's use of their biometric credentials to access the Virtual Banking Services, including operation of your Account, the giving of any Instructions and effecting any transactions. All such dealings will be deemed to be authorized by you and will be binding on you in accordance with the provisions of the Terms, including the provisions relating to your liability for unauthorized transactions if you acted fraudulently or with gross negligence.
- 4.6 Each time the Mobile App detects the use of a biometric credential registered on the Mobile App to access the Virtual Banking Services, you are deemed to have accessed such services.
- 4.7 You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile device and your Security Details secure, and have failed to follow the security precautions that we advise or require you to undertake from time to time, including those set out in this Clause 4.
- 4.8 If you know or suspect any unauthorized use of your mobile device or Security Details, or if your mobile device has been lost or stolen, or any unauthorized transactions have been conducted through your Account, you must tell us without delay by contacting us through designated means, as designated by us from time to time. Where applicable, we may require you to change your Password, Security Code or re-register your biometric credentials or cease to use your biometric credentials. If you fail to report such incident to us as soon as reasonably practicable, or you have otherwise acted fraudulently or with gross negligence, you will be held responsible for all such Transactions and all direct losses as a result.

5 INDEMNITY

- 5.1 You shall hold harmless and indemnify the Bank, its officers, employees, agents and any other persons appointed by the Bank against any claims, suits, actions, proceedings, losses, damages, obligations and/or liabilities which any of them may incur or suffer, and all costs and/or expenses of reasonable amounts and reasonably incurred by any of them as a result of or in connection with (i) your failure to comply with any provisions in this Agreement; or (ii) your fraudulent or gross negligent usage of the Mobile App.
- 5.2 The above indemnity will continue after the termination of your use of the Virtual Banking Services, the Mobile App or this Agreement.
- 5.3 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 5.1 was caused by the gross negligence or wilful default of (i) ours, (ii) our agents or nominees or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 5.1 to the extent that it is reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

6 DATA COLLECTION

- 6.1 When you use certain Virtual Banking Services through the Mobile App, we will collect and store your personal data, which will be used for various purposes, including but not limited to facilitating the opening or continuation of accounts held with us and the provision of or continued provision of Virtual Banking Services to you. The collection, use, transfer, processing, retention and maintenance of your personal data by us will be in accordance with our "Privacy Principles and Notice Relating to the Personal Data (Privacy) Ordinance" (the "**Notice**"). Please carefully read and understand the terms of the Notice before providing your personal data to us via the Mobile App.
- 6.2 By using the Mobile App, you consent to us collecting and using the technical information about your mobile device and related software, hardware and peripherals (including but not limited to device model, software version, and settings in the mobile device) to improve the effectiveness of the Mobile App and our Virtual Banking Services.
- 6.3 Where you have activated the biometric authentication function in your mobile device, you understand that authentication is performed by the Mobile App by interfacing with the biometric identity sensor module on your mobile device. The Bank does not collect your biometric credentials. The Mobile App will access the biometric sensor in your mobile device and obtain the necessary information to perform the authentication. You consent to the authentication process and our access and use of the information obtained via the biometric identity sensor.
- 6.4 We may access the list of contacts from the phone book in your mobile device to enable you to use the services relating to the Faster Payment System (FPS). We will not collect or store information from your list of contacts from your phone book.
- 6.5 The Mobile App will also track and record your visits and usage of it. The aggregate information, such as your usage patterns, will be used by us for more accurate reporting and to provide you with more useful features through the Mobile App. No personal data about you will be stored in the Mobile App. We will take all practical steps to ensure that the information collected will not be kept longer than necessary and that we will comply with all statutory and regulatory requirements concerning the retention of information collected. Furthermore, we may transfer your usage data to a member of the Xiaomi Corporation group the AMTD group, its affiliates, subsidiaries and associated entities as well as third party research agencies for purposes specified in this Clause.
- 6.6 For technical reasons, it may be not possible for customers to opt-out of the behavioural or usage tracking in the Mobile App. You should stop using the Mobile App (and therefore the Virtual Banking Services) if you do not agree to have such data collected and used by the Bank.
- 6.7 Certain features in the Mobile App will make use of the location data sent from your mobile device (e.g. GPS signals). Your use of this map function is subject to and requires your agreement to the terms of the relevant mapping technology service provider. You can turn off this functionality at any time by turning off the location services settings for the Mobile App on your device. We may ask for your consent before we transmit, collect, retain, maintain, process and use your location data to provide and improve upon any location-based or road traffic-based products and

services. You may withdraw this consent at any time by turning off the location services settings on your device.

- 6.8 The Mobile App will send you push notifications regarding general market information, promotional offers or other communications from us through your device. You can turn off this functionality at any time by turning off the push notifications services on your device. We will ask for your consent before we send you push notifications. You may withdraw this consent at any time by turning off the push notification services on your device.
- 6.9 Certain features in the Mobile App will access the social media accounts (e.g. Facebook, Tencent Weibo and Sina Weibo) stored on your device when you use the social media sharing function provided in the Mobile App. This functionality will remain disabled if you refrain from clicking on the "sharing" function for any or all of the selected social media accounts on your device, or in your social media accounts directly. As different devices and social media platforms may offer different ways to disable this sharing function, please check the settings of your device and your individual social media accounts carefully.
- 6.10 Your use of the Virtual Banking Services and any access to third party services through the Mobile App may be subject to separate terms and conditions that you may enter into with third parties service providers. These third parties may include your mobile device operating system provider, mobile device manufacturer, mobile device carrier and any social media platform that you access or use in connection with your use of the Mobile App. You agree to comply with all applicable third party terms and conditions when using the Mobile App. We are not a party to those agreements and are not responsible for the third parties service providers and the products and services that they provide.

7 GRANT AND SCOPE OF LICENCE

- 7.1 We grant you a perpetual, royalty-free, non-transferable and non-exclusive licence to use the Mobile App on your device, subject to the terms of this Agreement, the Notice, the Terms and the App Store Rules as well as any other applicable terms and conditions that we may notify you from time to time. We reserve all other rights.

8 INTELLECTUAL PROPERTY RIGHTS AND INFORMATION OWNERSHIP

- 8.1 You acknowledge that: (a) all intellectual property rights (including but not limited to trade marks, logos and service marks) in the Mobile App belongs to us or our licensors, (b) the rights in the Mobile App are licensed to you and (c) you have no rights in the Mobile App other than the rights to use it in accordance with the terms of this Agreement.
- 8.2 You acknowledge that you have no right to access the Mobile App in source-code form.
- 8.3 You acknowledge that all information submitted to the Bank via the Mobile App and all electronic records and documents in connection with any communication between the Bank and you via the Mobile App shall be deemed to and shall remain as the property of the Bank.

9 THIRD PARTY SITES

The Mobile App may be linked to other Third Party Websites through hyperlinks. Your use of such Third Party Websites is wholly at your own risk. You understand that the content, accuracy or opinions provided by such Third Party Websites or the links to other websites have not been examined, verified, or approved by the Bank and that the Bank does not give any assurance or guarantee and makes no warranty or representation as to the suitability, correctness, reliability or completeness of the information and services provided by these Third Party Websites. The Bank will not bear liability for any loss and damage arising from the use, presence of, suspension, disruption and/or other non-availability of these Third Party Websites. Your interaction with these Third Party Websites, including the provision of any information thereto or any transaction therewith, will be entirely at your own risk and your sole responsibility. You will also be deemed to have waived absolutely your recourse to the Bank for any loss or damage suffered as a result of browsing or accessing any Third Party Websites through the Mobile App. In case you access these Third Party Websites, please review the terms and conditions of these Third Party Websites.

10 GENERAL

- 10.1 The Bank is entitled to assign or otherwise transfer any of its rights, obligations and benefits under this Agreement to any successor entity, affiliate or other person at its discretion.
- 10.2 Without the Bank's consent, you may not transfer your rights or obligations under this Agreement to another person.
- 10.3 This Agreement and any document expressly referred to in it constitute the entire agreement between us relating to your use of the Mobile App. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in it.
- 10.4 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any subsequent default by you.
- 10.5 Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.6 This Agreement shall be governed by and construed in accordance with Hong Kong law. Disputes arising in connection with the Agreement shall be subject to the exclusive jurisdiction of the Hong Kong courts.
- 10.7 No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the provisions of this Agreement.

- 10.8 In the event of any conflict or discrepancy between the English version and Chinese version of this Agreement, the English version shall prevail.
- 10.9 **"App Store(s)"** means the digital distribution platform(s) for computer software designated and approved by the Bank including but not limited to Google Play Store, Apple App Store and HUAWEI AppGallery.
- 10.10 **"App Store Rules"** means the rules and policies applied by the App Store provider(s) or operator(s).