

Terms and Conditions for Interbank Account Data Sharing (“IADS”)

These provisions shall apply to the use of Interbank Account Data Sharing (“IADS”) provided by Shanghai Commercial Bank Limited (“Bank”). Before using IADS, the Applicant is advised to read carefully and understand the contents and effects of these provisions (“Terms”). These Terms shall be additional to the Bank’s prevailing Terms and Conditions for Bank Accounts and General Services, the Bank’s Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data and other applicable terms and conditions (collectively “Other Terms and Conditions”). In case of any discrepancy between these Terms and Other Terms and Conditions, these Terms shall prevail insofar as the IADS is concerned. By giving consent to the Bank for the use of IADS, the Applicant represents his/her/its acceptance of these Terms and agrees to be bound by them.

1 The Applicant shall authorize the Bank to collect, use, disclose and retain the Applicant’s bank account data (the “Data”) through the use of IADS from other participating banks of the IADS (the “Participating Banks”) for the purposes stated under Clause 2 subject to these Terms, the requirements under the IADS, any terms and conditions of the Participating Banks and any applicable laws, rules and regulations (including but not limited to the Personal Data (Privacy) Ordinance, Cap. 486 of the Laws of Hong Kong) as may be amended or supplemented from time to time.

2 The Data shall be used by the Bank and/or any of its authorized third parties for the following purposes including:

- Considering and assessing the Applicant’s application(s) for the products, services and facilities of the Bank;
- Processing of application(s) for services and credit facilities;
- Reviewing or renewing any credit facility granted to the Applicant;
- Perform credit risk monitoring and assessment over risk profiles of the Applicant; and
- All other incidental and associated purposes relating to any of the above.

The Bank may amend these purposes from time to time by giving notice to the Applicant.

3 The Applicant acknowledges and agrees that for the purposes of IADS:

- the Consent given to the Bank supersedes and overrides any privacy, confidentiality or secrecy obligation owed by the Bank to the Applicant;
- the Bank may request the Applicant to provide further consent, information or document from time to time;
- the Applicant will comply with all applicable laws, rules and regulations relating to the Data that are in force as amended or supplemented from time to time; and
- the Applicant has all necessary and appropriate authority and consents in place to enable the Bank’s lawful collection of the Data from Participating Banks during the Consent period.

4 The Consent takes effect on and from the date stated in the details of the Consent, unless and until the expiration, revocation or cancellation of the Consent and/or the access permission for the Data.

5 The Applicant may at any time revoke or cancel the Consent granted to the Bank. Upon expiration, revocation or cancellation of the Consent and/or the access permission, the Bank shall cease to collect new Data from Participating Banks. The Bank shall cease to use, disclose and/or retain the collected Data upon the expiration of the data retention period stated in the details of the Consent. The Applicant should note that withdrawal of consent may result in the Bank being unable to process the Applicant’s applications or continue to provide services of the Bank to the Applicant. Notwithstanding anything contained herein, the Bank may retain the collected Data to the extent necessary to comply with any applicable laws, rules, regulations and guidelines or for auditing, accounting or taxation purposes.

6 The Bank shall not be liable for any loss or third party claim arising out of non-compliance of Participating Banks in relation to the sharing requirements of the Data under the IADS and any applicable laws.

7 The Applicant acknowledges and understands that it is not compulsory to provide the Consent to facilitate the Applicant's applications. However, the Applicant acknowledges and accepts that if the Applicant does not provide the Consent, the Applicant may experience delay in provision of services by the Bank, and in case of banking applications, the outcome may also be different.

8 The Applicant acknowledges and agrees that the Bank, and any of its subsidiaries and any other companies or entities directly or indirectly controlled by them (the "Affiliates") and any of their officer, employee, agent, nominee, custodian or professional adviser (including auditor, accountant and legal adviser) or any other person acting in any duly authorized representative capacity (the "Officers") shall not be liable to the Applicant, and the Applicant hereby waives all claims against the Bank, the Affiliates and the Officers, for any liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense of any kind or nature whatsoever and howsoever caused in connection with the collection, use, processing, transmission and/or retention of the Data or any part thereof through the use of IADS (including but not limited to (a) any delay, disruption, interruption or inadequacy of the services provided by any Participating Bank; (b) any error or discrepancy in the Data through the use of IADS; and (c) any data leakage to any unauthorized person), unless such liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense are caused by fraud, wilful misconduct or gross negligence of the Bank. The Applicant agrees to indemnify the Bank for all such liability, claim, loss, damage, cost, fee or expense which the Bank may suffer or incur arising from or in connection with the IADS.

These Terms shall be governed by and construed in accordance to laws of Hong Kong Special Administrative Region ("Hong Kong"), and any dispute is subject to the non-exclusive jurisdiction of the Courts of Hong Kong.

If there is any inconsistency between the Chinese and English versions of these Terms, the English version shall prevail.

Issued by Shanghai Commercial Bank Limited

November 2024