

ZA Bank Limited – Terms and Conditions for Open API

1 Applicability, Definitions and Interpretation

1.1 Applicability

- (a) Please read these terms and conditions, including the Schedules (to the extent applicable to you) (these “**Conditions**”) carefully before accessing and using any of the ZA Sandbox Portal, the Production Portal, our APIs and/or the Open Data (together, “**Services**”).
- (b) These Conditions apply to the use by you and any company, partnership, association or other organisation that you represent (“**you**” or “**TSP**”) of the Services, forming a legally binding agreement between the TSP and ZA Bank Limited (“**ZAVB**”, “**we**”, “**our**” and/or “**us**”).

1.2 In these Conditions, unless the contrary intention appears:

- (a) headings are inserted for ease of reference only and do not affect the interpretation of any provision;
- (b) words suggesting the singular include the plural and vice versa and words importing a gender include every gender;
- (c) references to any legislation includes all amendments, modifications, consolidations or re-enactments of or to that legislation from time to time;
- (d) references to a document are references to that document as amended or replaced from time to time;
- (e) a reference to a “**party**” is to ZAVB or the TSP (as applicable) and references to the “**parties**” are, in each case, to both of them;
- (f) references to a “day” are to a “calendar day”;
- (g) references to any dates or time are with reference to Hong Kong time;
- (h) “**include**”, “**includes**”, “**including**”, “**such as**” or “**for example**” when introducing an example do not limit the meaning of words to which the example relates to that example or examples of a similar kind and are deemed in each instance to be followed by the words “without limitation” or “but not limited to”; and
- (i) other grammatical forms of defined words and expressions have corresponding meanings.

1.3 In these Conditions:

“**Affiliate**” in respect of a party, means:

- (a) any entity, directly or indirectly controlling or controlled by the party; or
- (b) any entity that is under the direct or indirect common control with the party,

and for the purpose of this definition “**control**” means:

- (i) having a beneficial interest in, or controls, 50% or more of the total number of ordinary shares; or

- (ii) being entitled to exercise, or control the exercise of, 50% or more of the voting power.

"Applicable Regulations" means any and all relevant laws (including statutory enactments, common law and principles of equity), regulations, court orders, rules, directions, guidelines, codes, notices, restrictions or other instruments (whether or not having the force of law) issued by any Regulator or industry or self-regulatory body (whether in or outside Hong Kong), which are applicable to us or you, or expected for us or you to comply from time to time.

"Applicable Standards" means the documentation, standards and/or guidelines concerning the application of our APIs and the Open Data which are from time to time: (1) published or notified by us; (2) issued or approved by any Regulators; and/or (3) issued by the Hong Kong Association of Banks and which are, in each case, applicable to these Conditions;

"Assessment" means an assessment of the TSP against our applicable requirements from time to time (including any relevant Common Baseline Requirements);

"Business Day" means a day (other than Saturday, Sunday or public holiday) on which commercial banks are open for general business in Hong Kong;

"Common Baseline Requirements" means the common baseline for assessing third party service providers for access to APIs in relation to the Open API Framework issued by the Hong Kong Association of Banks, as may be amended, supplemented or superseded from time to time, to the extent applicable to the Services;

"Confidential Information" means all information (regardless of form) disclosed or otherwise made available by the Discloser or its Representatives to the Recipient or its Representatives for or in connection with the activities contemplated under these Conditions and all information created by the Recipient (derived or produced partly or wholly from the Confidential Information) in the course of carrying out the activities contemplated under these Conditions which:

- (a) is marked as being proprietary or confidential to the Discloser or its Affiliates;
- (b) is confidential to a third party to whom the Discloser owes an obligation of confidence; or
- (c) in the circumstances surrounding disclosure or because of the nature of the information, ought in good faith to be treated as confidential;

"Cooperation Terms" means the terms and conditions relating to commercial and operational aspects of the parties' cooperation in relation to the TSP's usage of and access to the Services, as a separate written agreement of the parties, referring to and incorporated into these Conditions;

"Discloser" the party disclosing or otherwise making available Confidential Information to the Recipient or its Representatives under these Conditions;

"Force Majeure Event" means an event beyond our reasonable control, including but not limited to any one or more of the following:

- (a) any act of God or sovereign;
- (b) acts, restrictions, Applicable Regulations, edicts, mandates, refusals to grant any licenses or permissions, changes in policy or prohibitions or

measures of any kind on the part of any Regulator, government or regulatory authority or the exercise of military or usurped powers;

- (c) interruptions, calamity, war, invasion, riots, hostilities, terrorism, sabotage or other blockade or embargo, insurrection, natural disasters, adverse weather conditions, strikes, industrial actions;
- (d) breakdown, malfunction or failure of transmission or power, communication or computer facilities or systems; and
- (e) a material change in the monetary, political, financial or economic conditions or exchange or capital controls or other moratorium or restrictions on currency exchange or remittance, whether in Hong Kong or elsewhere.

"Good Industry Practice" means the exercise of the level of skill, diligence, prudence, foresight and care appropriate to the TSP Business and the risks involved in the parties' collaboration;

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

"Intellectual Property Rights" means patents, trademarks, service marks, logos, get up, trade names, internet domain names, rights in designs, copyright (including rights in computer software and preparatory design materials), moral rights, database rights, semiconductor topography rights, utility models, rights in confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Loss" means any and all loss, damages, liabilities, actions, proceedings, claims, demands, costs, expenses, charges, tax, duties, levies, interest, penalties, fines, assessments, and reimbursement orders (including all legal, professional and other expenses and amounts paid in settlement);

"Open API Framework" means the Open API Framework for the Banking Sector as stipulated and published by the HKMA;

"Open Data" means the data we make available to the TSP through our APIs from time to time;

"our APIs" means the application programming interfaces (each, an **"API"**) we make available to the TSP through the ZA Sandbox Portal or the Production Portal from time to time;

"our Systems" means the computer and telecommunications hardware, equipment and peripherals, software, networks, systems and facilities used by or on behalf of us in connection with the operation and support of our APIs, including the ZA Sandbox Portal and the Production Portal;

"our Trade Marks" means our names, logos, marks and designs;

"Personal Data" has the meaning defined in the Personal Data (Privacy) Ordinance and includes any data (1) relating directly or indirectly to a living individual, (2) from which it is practicable for the identity of the individual to be directly or indirectly ascertained, and (3) in a form in which access to or processing of the data is practicable;

"**Personnel**" means employees, officers, representatives, agents, consultants, contractors, sub-contractors and their employees, officers, representatives, agents, consultants, contractors and sub-contractors;

"**Phase I of the Open API Framework**" means Phase I of the Open API Framework, which involves product and service information;

"**Phase II of the Open API Framework**" means Phase II of the Open API Framework, which involves subscriptions and new applications;

"**PDPO**" means Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong);

"**Production Portal**" means the live production environment we operate for the purpose of allowing the TSP to access our APIs and use the Open Data for the purpose of the TSP Business;

"**Privacy Notice**" means the "Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the Code of Practice on Consumer Credit Data", and any other statements, circulars, notice or other communications or terms and conditions setting out or describing our policy on how to collect, use, store, transfer or disclose any of your Personal Data provided by us from time to time.

"**Recipient**" means the party receiving the Confidential Information;

"**Regulator(s)**" means all governmental, statutory or regulatory bodies and any other competent authorities or entities in any jurisdiction having responsibility for the regulation or governance of any member of the ZhongAn Group, the TSP, or the activities contemplated by these Conditions (or persons or entities appointed by or on the direction of such authorities and/or bodies and/or entities);

"**Representatives**" of a party includes:

- (a) an Affiliate of that party; and
- (b) an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer, contractor or sub-contractor of the party or of an Affiliate of that party;

"**Security Token**" means a Sandbox Token or a Production Token (each as defined in Clause 2.2);

"**TSP Business**" means the specific products and/or services the TSP provides by utilizing the Open Data as approved by us from time to time;

"**TSP Customer(s)**" means both existing and prospective customers of the TSP, including general visitors to or unregistered users of the TSP's websites or platforms;

"**TSP Marks**" means TSP's names, logos, marks and designs;

"**TSP Data**" means the data provided, submitted and transferred to ZAVB by the TSP through our APIs;

"**TSP Systems**" means the computer and telecommunications hardware, equipment and peripherals, software, networks, systems and facilities used by the TSP to integrate with or otherwise access our APIs and/or process, reproduce, store, use, distribute and display the Open Data, together with any other systems operated by or on behalf of the TSP in connection with the TSP Business;

"**ZA Sandbox Portal**" means the software testing environment we operate from time to time for the purpose of enabling the TSP to carry out testing of its application(s) for potential use in relation to our APIs through the Production Portal;

"**ZhongAn Group**" means each of or collectively ZhongAn Technology International Group Limited and its subsidiaries and Affiliates, and "**member of the ZhongAn Group**" has the same meaning; and

"**ZhongAn Products and Services**" means the products and services of ZAVB or any other member of the ZhongAn Group for which the TSP has submitted for application.

2 Introduction and general provisions

- 2.1 We operate a ZA Sandbox Portal in which you may carry out testing of your application(s) with a view to proceeding to live use with our APIs in the Production Portal.
- 2.2 In order to access the ZA Sandbox Portal, you must complete the applicable registration process and obtain a password, an API key and/or other security token (a "**Sandbox Token**"). Upon access to the ZA Sandbox Portal with the Sandbox Token, in order to use your application(s) in the Production Portal, you must complete the applicable registration process and obtain a password, an API key and/or other security token we provide to you for this purpose from time to time (a "**Production Token**"). The registration process requires you to submit complete and accurate information and respond to queries which we may have for our Assessment.
- 2.3 **We may reasonably decline registration to any person, including where the person fails to meet our criteria for access to our APIs and/or the Services, or where the person fails to complete our Assessment.**
- 2.4 **We may refuse, limit, suspend, restrict or revoke access to or use of the Services from time to time, including applying limitations on frequency, volume and/or content on any call for Open Data through our APIs.**
- 2.5 By taking any step to register for and/or access the Services, you accept and agree to be bound by these Conditions. These Conditions shall include the Applicable Standards and any additional terms and conditions and technical requirements and limitations concerning your access to and usage of the Services notified through the ZA Sandbox Portal and/or the Production Portal from time to time, in particular:
- (a) if your usage of and access to the Services is related to Phase I of the Open API Framework, terms and conditions under Schedule 1 shall be applicable to you;
 - (b) if your usage of and access to the Services is related to Phase II of the Open API Framework, terms and conditions under Schedule 2 shall be applicable to you; and/or
 - (c) if we agree any Cooperation Terms with you, the Cooperation Terms shall form part of these Conditions with effect from their agreement.
- If you do not agree to these Conditions, you must not access any of the foregoing.
- 2.6 Without prejudice to other terms of these Conditions, our provision of the Services shall be always conditional upon our agreement with you on the Cooperation Terms if required by us. If the Cooperation Terms are terminated or

expire for any reason, we are entitled to terminate or suspend the Services immediately without further notice to you.

- 2.7 You shall comply with the provisions of all the rules, guidelines and operating procedures specified by us and notified to you from time to time in relation to your access and use of the Services.
- 2.8 You may be required to agree additional terms and conditions for subsequent Phases of the Open API Framework. Any additional terms will be made available at that time.
- 2.9 **If you are accessing or using the Services on behalf of any TSP, you represent, warrant and undertake that you are authorised and will remain authorised to do so and that you are authorised to bind the TSP to these Conditions.**
- 2.10 We may make changes to these Conditions at any time by posting a revised version on the ZA Sandbox Portal and the Production Portal. If you continue accessing or using any of the Services after we make any amendment to these Conditions, you shall be deemed to have read, understood and agreed to these amendments.
- 2.11 To the extent of any conflict or inconsistency between these terms and conditions and any of the Schedules and/or any Cooperation Terms, the documents shall prevail in the descending order below to the extent of the inconsistency, unless otherwise agreed:
- (a) the Cooperation Terms;
 - (b) the applicable Schedule(s);
 - (c) these Conditions.

3 Limited licence to use our APIs and Open Data

- 3.1 We hereby grant you a limited, non-exclusive, revocable, as-is, non-transferable, non-sublicensable right to: (1) integrate our APIs with the TSP Systems; and (2) process, reproduce, store, use, distribute and display the Open Data electronically, in each case, solely for the purpose of conducting the TSP Business in accordance with these Conditions and the Applicable Regulations.
- 3.2 You shall not, directly or indirectly or in collaboration with or by procuring any other person on your behalf:
- (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to all or any part of our APIs to any person or do any of the foregoing in respect of any Open Data (save in relation to displaying, in unaltered form, the Open Data to the TSP Customers in the ordinary course of the TSP Business and in accordance with these Conditions);
 - (b) use our APIs or Open Data for any business other than TSP Business, provide a service to any other business using our APIs or Open Data or make all or any part of our APIs or Open Data available to any person other than the TSP Customers in the ordinary course of the TSP Business;
 - (c) modify or create derivative works based on all or any part of our APIs or Open Data;
 - (d) reverse engineer, reverse compile or decompile all or any part of our APIs, the Open Data or our Systems, or attempt to do any of the foregoing;

- (e) aggregate, anonymise, pseudonymise, commingle, combine, translate, reformat or otherwise use or process Open Data in any manner other than expressly provided for in these Conditions;
 - (f) use any means other than our APIs to retrieve, access or obtain data relating to our products and services, including robots, spiders and "screen scraping"; and/or
 - (g) access or use all or any part of our APIs or the Open Data for any purpose other than as specifically provided for under these Conditions or in any manner that breaches Applicable Regulations or the rights of any person.
- 3.3 You acknowledge and agree to immediately cease accessing our APIs and processing or using the Open Data upon suspension or termination of these Conditions for any reason.
- 3.4 You acknowledge and agree that we may independently create apps, content, and other products or services that may be similar to or competitive with the TSP Business. Nothing in these Conditions shall restrict or prevent us from creating and fully exploiting such apps, content, and other items, without any obligation to you.

4 Business operation

- 4.1 Each party shall be responsible for the operation, management and administration of its own business, and shall ensure that the respective rights and obligations are properly established in relation to the use of our APIs and the Open Data.
- 4.2 You undertake that:
- (a) you shall not make any communication, representation or commitment in relation to any ZhongAn Products and Services, except for displaying accurate and up to date Open Data in unaltered form in a manner that fairly describes such products and services in accordance with our instructions in relation to the presentation and use of the Open Data from time to time;
 - (b) you shall not imply any partnership, agency, endorsement, certification, sponsorship, affiliation or other business relationship between you and any member of the ZhongAn Group (including referring to the same in any advertising, publicity releases, or promotional or marketing publications or correspondence with third parties)
 - (c) you shall not make any representation or commitment to any third party who has received the Open Data (including the TSP Customer) in relation to the Open Data, or bind or purport to bind us to such representation or commitment; and
 - (d) whenever requested by us, you shall prominently display a standard message specified by us in your user interface in order to make clear that you are not acting as the agent of any member of the ZhongAn Group in dealing with the TSP Customer.
- 4.3 When dealing with customers (including TSP Customers):
- (a) Both parties recognise the importance of treating customers fairly and ensuring that clear rights and obligations are established in respect of customer relationships relating to the use of the Open Data.
 - (b) If you receive any complaints in relation to the ZhongAn Products and Services, you shall: (1) promptly notify us of such complaint; (2) provide

us with sufficient details and information and any other information as may be reasonably requested by us from time to time; and (3) provide reasonable assistance to us where necessary.

- (c) If we receive any complaints in relation to the TSP Business, you shall, upon receipt of notification from us: (1) promptly handle such complaints directly with the relevant person at your own costs and expenses; (2) provide us with updates regularly on the status of such complaint; and (3) provide reasonable assistance to us where necessary.

5 TSP obligations

- 5.1 You acknowledge and agree that you shall be fully responsible for ensuring that you have the necessary technology, services and infrastructure to access and use the Services and perform your obligations under these Conditions, including:
 - (a) incorporating enrolment and authentication technologies, processes and procedures appropriate to mitigate the risk of unauthorised enrolment or access to our APIs and Open Data;
 - (b) ensuring that the TSP Systems are developed, configured, implemented and supported as required under the Applicable Regulations and Applicable Standards; and
 - (c) ensuring that critical information (including any Security Token and/or any TSP Customers' e-banking credentials) is not stored directly on any device or equipment, and proper encryption and security is implemented to secure such information from unauthorised access or use.
- 5.2 Once you have obtained access to the Production Portal, we will use our reasonable endeavours to provide support and assistance to you as reasonably required for your first time access to our APIs.
- 5.3 You shall also:
 - (a) only use any Security Token(s) assigned to you for the specific TSP Business notified to us as part of your registration, and you shall not disclose, or transfer or make available any Security Token assigned to you to any other person;
 - (b) process, access and request Open Data through our APIs only in the data format as may be notified through the ZA Sandbox Portal and/or the Production Portal from time to time;
 - (c) only use the most up to date Open Data made available through our APIs from time to time;
 - (d) comply with any limitations as to the frequency or volume of data calls made through our APIs notified through the ZA Sandbox Portal and/or the Production Portal from time to time;
 - (e) maintain accurate records relating to the performance of your obligations under these Conditions, including information detailing your access to and processing of Open Data, including maintaining such records in a secure environment readily accessible to us and any Regulator for the period of time we specify from time to time;
 - (f) upon our request, provide such information and assistance to us (including taking action as we instruct from time to time) in such manner as we may reasonably require for the purpose of addressing complaints, queries or questions we receive in relation to the TSP Business; and

- (g) comply with all Applicable Regulations and Applicable Standards in respect of your performance of your obligations under these Conditions and use of our APIs and Open Data and in respect of the establishment and conduct of the TSP Business.

6 Our rights and obligations

- 6.1 We will operate and maintain our APIs with reasonable care and skill and in accordance with the Applicable Regulations.
- 6.2 **Modifications**
 - (a) We may, in our sole discretion from time to time and with or without notice:
 - (i) suspend, change, modify or replace any or all of our APIs; and
 - (ii) suspend, change, modify or replace any or all of our specific APIs that you are permitted to access.
 - (b) You shall be responsible for using only the then-available APIs and ensuring that the TSP Systems remain compatible with such APIs, including with respect to technical specifications, the content and format of Open Data made available and other specifications for our APIs.
 - (c) By continuing to use of any of our APIs or Open Data after they have been changed or replaced, you acknowledge and agree that you understand the changes, modifications or replacement and have made all necessary changes to the TSP Systems at your own costs in order to continue to use our APIs and Open Data for the purpose and in the manner contemplated by these Conditions.
- 6.3 We may, in our reasonable discretion from time to time, suspend or limit your access to any or all of our APIs and/or processing any or all Open Data, under the following circumstances and also those circumstances contemplated under Clause 12.1:
 - (a) we reasonably suspect that you may have breached these Conditions, Applicable Regulations or Applicable Standards;
 - (b) your access to or use of our APIs is disrupting or placing, or is reasonably likely to disrupt or place, excessive demands on our systems; or
 - (c) we detect any suspicious or abnormal activity in respect of your access to or use of our APIs or any attempt to make unauthorised access to or use of our APIs or our systems through your Security Token.

provided that, subject to Applicable Regulations and Applicable Standards, we will post a notification of any such suspension in the ZA Sandbox Portal or the Production Portal (as applicable) as soon as reasonably practicable following such suspension.
- 6.4 We may (i) limit or restrict the number of frequency or volume of data calls that you are permitted to make during any given period and/or (ii) charge you a reasonable fee in the event that you exceed the data call limits or other restrictions we specify.
- 6.5 We may, in our discretion from time to time, carry out scheduled or unscheduled maintenance, upgrades or other servicing to our systems and/or our APIs. You acknowledge and agree that such maintenance may result in the suspension of your access to any or all of our APIs and/or processing of any or all Open Data

(whether for a fixed period or indefinitely), or reduced availability or performance of our APIs.

- 6.6 You acknowledge and agree that we shall have the right (but no obligation) to monitor your access to and use of the Services, and you undertake that you will not seek to block or otherwise interfere with any such monitoring.

7 Information security

- 7.1 You will be solely responsible for the operation and security of the TSP Systems, including by:
- (a) implementing and maintaining appropriate information security measures in accordance with best industry practice and as may be specified in the Applicable Standards;
 - (b) ensuring that you do not introduce or allow any person acting on your behalf to introduce or transmit any computer virus, worm, trojan horse, spyware or other harmful or malicious code that may be used to access, modify, delete or damage any Open Data or otherwise adversely affect the operation of the ZA Sandbox Portal, the Production Portal, the TSP Systems or any other computer software, hardware or system;
 - (c) taking any and all action reasonably necessary to prevent the TSP Systems from being used in connection with any denial of service (DOS) or distributed denial of service (DDOS) attack or similar; and
 - (d) promptly providing such information and assistance as we may reasonably require in support of our investigation, containment or remediation of the ZA Sandbox Portal and/or the Production Portal following any incident of a nature referred to in sub-clauses 7.1(b) and 7.1(c).
- 7.2 You shall immediately notify us of any actual or suspected intrusions into the ZA Sandbox Portal, the Production Portal through TSP Systems or of any actual or suspected disclosure, loss or unauthorised use of or access to Open Data or to your Security Token.

8 Data privacy

- 8.1 Each party undertakes to comply with all Applicable Regulations relating to Personal Data in connection with the use, collection, processing, retention and transfer of Personal Data under or in connection with these Conditions.
- 8.2 Without limiting Clause 8.1, you shall comply with Applicable Regulations relating to Personal Data in connection with the use of the Open Data.
- 8.3 Except in relation to your collection of Personal Data pursuant to Clause 8.4 below, when utilizing and accessing our APIs and Open Data for the TSP Business, you acknowledge and agree that you:
- (a) shall make it explicit to the TSP Customers that your collection of Personal Data is neither carried out by us nor any other member of the ZhongAn Group, nor directly related to any of our business;
 - (b) shall not misuse, whether knowingly or otherwise, any Personal Data of customers of us or any other member of the ZhongAn Group; and
 - (c) shall not use, disclose or otherwise make available Personal Data about other persons (including the TSP Customers) or any content that you do not have a right to make available under any Applicable Regulation or under contractual or fiduciary relationships (such as proprietary and confidential information).

- 8.4 We will use your Personal Data in accordance with our Privacy Notice. You must ensure that every other individual whose Personal Data you (or anyone else on your behalf) provide to us or any other member of the ZhongAn Group has been notified of, and has agreed to, the processing, disclosure and transfer of their information as set out in our Privacy Notice. You must at the same time inform such individuals that they have rights of access to, and correction of, their Personal Data.

9 Intellectual Property Rights

- 9.1 Except as expressly provided in these Conditions, nothing in these Conditions will operate to assign, transfer, license or otherwise grant either party any right, title or interest in or to the other party's Intellectual Property Rights (whether existing or otherwise).
- 9.2 We shall own and continue to own all right, title and interest, including all related Intellectual Property Rights, in and to the Services.
- 9.3 You hereby grant us a limited, royalty-free, non-transferable, non-exclusive licence to use the TSP Marks for the purpose of promoting the use of the ZA Sandbox Portal, the Production Portal and such other purposes connected to the promotion and development of our APIs as we may notify from time to time. We may not use the TSP Marks for any other purpose, but shall be entitled to sublicense those rights with respect to the TSP Marks to other member of the ZhongAn Group for the sole purpose of these Conditions.
- 9.4 For the avoidance of doubt, nothing in these Conditions gives you any right or licence to use any of our Trade Marks, unless as otherwise agreed in writing.

10 Liability and indemnity

- 10.1 To the fullest extent permitted by Applicable Regulations, we will not be liable to you or any third party (including any TSP Customer) for any:
- (a) direct Loss;
 - (b) Loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure; and/or
 - (c) indirect or consequential Losses (regardless of whether or not such indirect or consequential Losses are foreseeable).
- 10.2 We are not responsible for:
- (a) any third party charges you may incur (including any charges from your internet and telecommunication service providers) in relation to or arising from your access to our APIs or Open Data;
 - (b) any Loss, error, delay, misdirection, corruption or unauthorised alteration or interception of a message sent through our APIs or any other means, or any unauthorised access to the Services or information;
 - (c) any act or omission including any failure to execute or error in executing instructions of you or any TSP Customer;
 - (d) any Loss caused by any Force Majeure Event.
- 10.3 Unless caused by fraud, wilful misconduct or gross negligence of ours or a member of the ZhongAn Group without any default on your part, we and/or each other members of the ZhongAn Group:
- (a) exclude any and all liability to any third party (including the TSP Customers); and/or

- (b) shall not be responsible for any Loss suffered by any third party (including the TSP Customers), arising out of or in connection with the Services, your use/misuse or processing of the Personal Data of any third party (including any TSP Customer) or Open Data or the conduct of the TSP Business, and you shall be solely responsible towards such third party (including the TSP Customers). We shall not be liable to resolve any dispute between you and such third party in that regard.
- 10.4 To the fullest extent permitted by Applicable Regulations, the total aggregate liability of us and the other member of the ZhongAn Group to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Conditions shall be limited to HKD1,000 unless otherwise provided in the Cooperation Terms.
- 10.5 Nothing in these Conditions limits or excludes either party's liability:
 - (a) to the extent that it cannot be legally limited or excluded under Applicable Regulations;
 - (b) for any liability for wilful misconduct; and/or
 - (c) for Losses suffered by the other party or a third party (including any TSP Customer) arising out of the first party's (or its Personnel's) fraud or fraudulent statement.
- 10.6 You shall indemnify us and each other member of the ZhongAn Group from and against any and all Losses we suffer or incur, arising from or relating to:
 - (a) any of your breach of these Conditions;
 - (b) any misrepresentation (whether negligent, fraudulent or otherwise) of you or your Personnel in relation to any member of the ZhongAn Group or any of its services or products; and/or
 - (c) any claim by any third party (including any TSP Customer) against us or any other member of the ZhongAn Group out of or in connection with the Services, your use/misuse or processing of the Personal Data of any third party (including any TSP Customer) or Open Data or the conduct of the TSP Business, unless the same is caused by fraud, wilful misconduct or gross negligence of ours or a member of the ZhongAn Group without any default on your part.
- 10.7 You agree that, unless any TSP Customer acts fraudulently or with gross negligence, the TSP Customer shall not be responsible for any direct Loss suffered by him/her as a result of unauthorized transactions conducted through his/her account attributable to the TSP Business. You shall indemnify the relevant TSP Customer against such direct Loss, unless the same is caused by fraud, wilful misconduct or gross negligence of ours or a member of the ZhongAn Group without any default on your part.

11 Warranties, representations and undertakings

- 11.1 Each party warrants, represents and undertakes to the other that:
 - (a) it is validly incorporated and duly registered under Applicable Regulations, and has the power necessary to conduct its business;
 - (b) it has full capacity and authority to enter into and to perform its obligations under these Conditions;
 - (c) neither the performance of its obligations nor the use or enjoyment of the benefit of that performance by the other party in accordance with these

Conditions shall infringe the Intellectual Property Rights of any person;
and

(d) these Conditions will constitute its legal, valid and binding obligations.

11.2 You further warrant, represent and undertake to us that:

(a) you shall obtain and secure compliance with all necessary consents, licences and approvals of any relevant third parties in connection with these Conditions;

(b) you shall perform your obligations using suitably qualified and experienced, adequately trained and supervised Personnel;

(c) you shall not (and shall not attempt to):

(i) access or use the Services in an unauthorised manner;

(ii) remove any copyright notice or other source identifier from the Open Data;

(d) you shall make clear the associated risk and liability of your products and services to the TSP Customers and make clear that neither we nor any other member of the ZhongAn Group is the provider of these products and services and that you are not acting as our agent in providing such products or services;

(e) you will only provide products and services under the TSP Business for which you are properly licensed and in relation to which you otherwise meet and continue to meet all requirements under Applicable Regulations;

(f) you will only display and communicate the most up to date information about Zhong An Products and Services in the Open Data from time to time and, without limiting the generality of the foregoing, you will not misrepresent or mischaracterise Zhong An Products and Services in any way or publish or display inaccurate or incomplete information relating to Zhong An Products and Services or the terms and conditions upon which they are available;

(g) all information you provide in connection with your registration and application to access our APIs and subsequently in respect of our administration of our APIs and Open Data is and will remain complete, accurate and truthful; and

(h) you have assessed and confirmed to your own satisfaction the suitability of the Services for your purposes.

11.3 To the maximum extent permitted by Applicable Regulations, you waive any implied or statutory warranties or undertakings that may apply to the subject matter of these Conditions, including any representation, warranty or undertaking:

(a) of merchantability or fitness of the Services for a particular purpose; or

(b) that the Services will be available to you on an uninterrupted or error-free basis.

Without limiting the generality of the foregoing, we do not guarantee the uninterrupted use of the Services and will not be liable to you or any other person for any Losses howsoever incurred as a result of any interruption to or unavailability of same.

- 11.4 You acknowledge and agree that the Services will be provided on an "as is" and "as available" basis and that, except to the extent expressly provided for in these Conditions, we have not made any representations or provided any warranties or undertakings of any kind, express, implied or otherwise.
- 11.5 You acknowledge and agree that we are making available our APIs and the Open Data for information purposes only and that the provision of same does not constitute an offer by us to any person to provide any Zhong An Products and Services described in or referred to in the Open Data.

12 Termination

- 12.1 We may terminate these Conditions immediately upon giving notice to you if:
- (a) you have committed any material or persistent breach of these Conditions;
 - (b) you are unable or admit inability to pay your debts as they fall due, suspend making payments on any of your debts or, by reason of actual or anticipated financial difficulties, commence negotiations with one or more of your creditors with a view to rescheduling any of your indebtedness;
 - (c) you become insolvent or take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), are wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), have a receiver appointed to any of your assets or cease to carry on business or, if any step or action is taken in another jurisdiction in connection with any analogous procedure in the relevant jurisdiction; or
 - (d) the continuance of a Force Majeure Event for forty-five (45) days or more. Either party may terminate these Conditions immediately upon giving notice to the other party if at any time these Conditions or either party's performance of its obligations under these Conditions becomes contrary to Applicable Regulations.
- 12.2 Either party may terminate these Conditions upon giving thirty (30) days' prior notice to the other party.
- 12.3 Upon termination of these Conditions for any reason, you will, promptly following our request to do so, securely return or destroy all Open Data and Confidential Information in your possession in accordance with such directions as we may provide. You will promptly provide us with reasonably sufficient evidence to substantiate that you have complied with the requirements of this Clause.
- 12.4 Termination of these Conditions (or any part thereof) will not affect any rights accrued prior to termination.

13 Force Majeure Event

- 13.1 If a party is prevented from or delayed in performing any of its obligations under these Conditions by a Force Majeure Event then the relevant obligations under these Conditions shall be suspended for as long as the Force Majeure Event continues, but only to the extent that the party is prevented or delayed from performing.
- 13.2 The party affected by any Force Majeure Event shall promptly notify the other party in writing within seven (7) days of the nature and consequences of the

applicable Force Majeure Event and how such event obstructs the performance of its obligations hereunder.

14 Confidentiality

- 14.1 The Receiver must keep all Confidential Information received from Discloser strictly confidential. The Receiver must not disclose any Confidential Information to any third party without the prior written consent of the Discloser.
- 14.2 The Receiver must not use the Confidential Information for any purpose other than in connection with the subject matter of these Conditions.
- 14.3 The above obligations do not apply, however, to any Confidential Information which:
- (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiver;
 - (b) was already lawfully in the possession of the Receiver (with full right to disclose) prior to disclosure to it by the Discloser, as proven by the contemporaneous written records of the Receiver;
 - (c) is disclosed to the Receiver by a third party who did not obtain the Confidential Information, directly or indirectly, from the Discloser subject to any confidentiality obligation;
 - (d) is disclosed to any professional advisers, auditors, agents, holding companies, subsidiaries or Affiliates (which shall include without limitation any subsidiary or Affiliate of any holding company of the Receiver) of the Receiver on a need-to-know basis provided that the Receiver shall ensure that such third parties are under a duty of confidentiality to the Receiver;
 - (e) is at any time independently obtained or developed by the Receiver without the involvement, either directly or indirectly, of the Discloser, as proven by the contemporaneous written records of the Receiver;
 - (f) is expressly authorised to be disclosed by prior written consent of the Discloser; or
 - (g) is compelled or required by Applicable Regulations or Regulator to be disclosed.
- 14.4 Notwithstanding the foregoing, we shall be entitled to publish or arrange for publication of the fact that you have entered into these Conditions and is using and accessing the Services, as applicable, including to the extent required or recommended by any Regulator.
- 14.5 Confidential Information disclosed by the Discloser (including any copies thereof) shall at all times remain the property of the Discloser. Without limiting Clause 9, the Receiver hereby agrees and acknowledges that no right, property, title, interest, Intellectual Property Rights or licence, either express or implied, is hereby granted to the Receiver in respect of the Confidential Information (other than in accordance with these Conditions).
- 14.6 The Receiver shall forthwith, upon receipt of a written request from the Discloser, return all Confidential Information received in tangible form to the Discloser or destroy, in accordance with the instructions of the Discloser, all such Confidential Information and all copies of it. The Receiver shall not retain any unauthorised copies or likenesses, but may retain a copy for compliance or document retention

purposes or for the purposes of defending or maintaining any legal proceedings relating to these Conditions.

15 Audit and regulatory requirements

- 15.1 You acknowledge that we and other member of the ZhongAn Group are subject to certain regulatory requirements of the Regulators. You shall, upon written request and reasonable prior notice, provide to or procure for us, our external auditors and/or the Regulators with reasonable access to your Personnel, premises, records, systems and all information relating to the performance of your obligations under these Conditions as are required to enable us to comply with Applicable Regulations or any requests from the Regulators.

16 Notices

- 16.1 All notices under these Conditions will be sent by email to the following:
- (a) ZAVB: Bank_api@za.group
 - (b) The TSP: The email address provided by the TSP during registration, or such other email address as the parties may notify each other of from time to time.
- 16.2 A notice or other communication will be deemed to have been received: if sent by email, upon delivery of the email if delivered on a Business Day before 5.00 pm, or otherwise at 9.00 am on the next Business Day.

17 Miscellaneous

17.1 Entire agreement

These Conditions constitute the entire agreement between the parties in relation to the subject matter herein and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to such subject matter (including any terms and conditions in relation to all or any part of the Services which you have previously agreed to).

17.2 Costs

Except as expressly provided in these Conditions, each party will pay its own costs incurred in connection with the performance of its obligations under these Conditions.

17.3 Set-off

We may set-off the amount of any Losses or other amounts that you owe to us under these Terms against any Losses or other amounts that would otherwise be payable to you from us (whether under these Conditions or otherwise).

17.4 No partnership or agency

No provision of these Conditions creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

17.5 Waiver

A waiver by us of any provision of these Conditions will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or

remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

17.6 Partial invalidity

If any provision of these Conditions is or becomes illegal, invalid or unenforceable under any Applicable Regulation, such illegality, invalidity or unenforceability provision does not affect any other provision which remains in full force and effect.

17.7 Further assurance

Each party will, and will use all reasonable endeavours to procure that any necessary third party will, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Conditions.

17.8 Assignment and sub-contracting

Notwithstanding any other provision in these Conditions:

- (a) you are not allowed to charge, assign, transfer or part with or sub-contract any of your rights, responsibilities and/or obligations or delegate any of your responsibilities or obligations under these Conditions (in whole or in part) to any person without our prior written consent.
- (b) we may at any time assign, transfer or part with or sub-contract any of our rights, responsibilities and/or obligations under these Conditions (in whole or in part) without your prior consent.

17.9 Third party rights

A person who is not a party to these Conditions has no rights to enforce or to enjoy the benefit of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

17.10 Governing law, version and jurisdiction

- (a) These Conditions are drafted in the English language. If any translation of these Conditions is made, the English version prevails to the extent of any inconsistency between the English and the Chinese versions.
- (b) These Conditions are governed by and will be construed in accordance with the laws of Hong Kong.
- (c) You irrevocably submit to the non-exclusive jurisdiction of Hong Kong courts to settle any dispute (whether contractual or not) arising out of or in connection with these Conditions. These Conditions may be enforced in the courts of any competent jurisdiction.
- (d) You waive any right you may have to immunity from legal proceedings, enforcement or other legal process in connection with these Conditions.

Schedule 1 – Phase I Terms and Conditions

1 Phase I of the Open API Framework

If your usage of and access to the Services is related to Phase I of the Open API Framework, the terms and conditions set out in this Schedule shall apply.

2 Provision of Open Data

- (a) The access to our API(s) and the provision of the Open Data is for the sole purpose of your operation and management of your own TSP Business, including sharing such data with the TSP Customers, on a non-reliance basis in all respects.
- (b) We do not warrant the accuracy, timeliness, or completeness of the Open Data or whether the Open Data is fit for any purpose.
- (c) You will not rely on the Open Data, and shall ensure that any third party that has received the Open Data (including the TSP Customers) will not rely on the Open Data, save as provided under these Conditions.
- (d) You acknowledge and agree, and shall procure that any third party who receives the Open Data (including the TSP Customers) acknowledge and agree that:
 - (i) the Open Data is provided on a non-reliance basis and we reserve the right to apply such other terms and conditions as we may consider fit if and when any third party submits any application to us after obtaining the Open Data;
 - (ii) we shall not be liable to you or any third party for any Loss suffered by in connection with the application, services or products in respect of which the Open Data is provided, whether as a result of you or any third party having relied on the Open Data in deciding whether to proceed with the application or otherwise; and
 - (iii) if you or any third party so rely on the Open Data, you or such third party do so entirely at your or their own risk respectively.

Schedule 2 – Phase II Terms and Conditions

1 Phase II of the Open API Framework

- (a) If your usage of and access to the Services is related to Phase II of the Open API Framework, the terms and conditions under this Schedule shall apply.
- (b) We reserve the discretion to amend or modify or apply additional requirements to the Services under these Conditions as appropriate based on the risks involved in our collaboration with you.

2 Your Duties and Obligations

2.1 General

- (a) You shall ensure that:
 - (i) TSP Data is complete and accurate before being provided to us through our APIs; and
 - (ii) TSP Data will be provided to us in full compliance with our instructions and specifications for our relevant APIs.
- (b) You will promptly provide us with:
 - (i) reports and information; and
 - (ii) access to relevant information, Personnel and records,

in each case, as reasonably necessary for us to undertake reasonable monitoring of risks relating to the collaboration and your use of the Services and enable us to comply with Applicable Regulations.
- (c) You shall comply with all policies, procedures and other requirements relating to the receipt of the Services and the collaboration specified in the Cooperation Terms, including in respect of the collection, processing and verification of the TSP Data.
- (d) You shall perform your obligations under these Conditions in a manner that enables us to meet our relevant requirements under Applicable Regulations and Applicable Standards from time to time.

2.2 Your Information

- (a) You shall provide documentation and information as reasonably required by us to enable us to carry out reasonable due diligence on you. If you fail to provide such documentation and information within the time period as maybe required by us from time to time, we are entitled to suspend or cancel any registration you have made with us.
- (b) You undertake to us that all and any documentation and information provided by you to us shall be truthful, accurate and complete, and shall promptly provide updates of the documentation and information provided in the event of any material change or inaccuracy.

2.3 Your Governance & General Risk Management

- (a) You undertake that:
- (i) you shall have in place (1) policies and procedures for managing risk; and (2) internal control systems that are appropriate and reasonably commensurate with the scale and complexity of the collaboration, and shall comply with such risk management policies and procedures at all times;
 - (ii) you shall perform your obligations in respect of the collaboration in a manner that enables us to meet the Applicable Regulations from time to time; and
 - (iii) you shall remain solely responsible for compliance with your obligations under these Conditions, notwithstanding any sub-contracting or outsourcing to any third party.

2.4 Technology Risk Management and Cyber Security

- (a) You shall have in place technology risk management policies and procedures that are reasonably commensurate with the scale and complexity of the TSP Business relevant to the collaboration under these Conditions.
- (b) You represent, warrant and undertake that:
- (i) you have made appropriate application of industry practices to the development, testing and operation of relevant applications, systems and networks in compliance with your internal policies and procedures in respect of technology risk management, with Good Industry Practice and any specific technology risk management requirements set out in the Cooperation Terms;
 - (ii) you shall provide us with contact details of appropriate Personnel responsible for information security within your organization;
 - (iii) you shall notify us promptly of any disruption or unauthorized access to applications, systems and/or networks relating to the collaboration, and conduct regular monitoring of fraudulent website and apps by you and notify us promptly of any fraudulent website and apps; and
 - (iv) you shall perform, as soon as possible, remediation work necessary to address any failure of your applications, systems or networks to meet any of the requirements under this Clause 2.4.

2.5 Data Protection

- (a) Where you collect Personal Data on behalf of us or transfers the TSP Customer's Personal Data to us on behalf of the TSP Customer (including Personal Data forming part of the TSP Data) you shall:
- (i) collect Personal Data from the TSP Customers in relation to the collaboration in a fair and transparent manner that complies with the PDPO, including the applicable codes and guidance notes; and
 - (ii) have in place adequate policies, measures and procedures to protect the TSP Customers' information from unauthorized

access, unauthorized retrieval, tampering and misuse, including appropriate restrictions on your Personnel's access to Personal Data.

- (b) You undertake that you shall:
- (i) obtain the TSP Customers' explicit consent to the use and transfer of any Personal Data collected for the purposes of the collaboration;
 - (ii) comply with your relevant data protection policies and procedures, including with respect to protecting the TSP Customers' information from unauthorized access, unauthorized retrieval, tampering and misuse and ensuring the accuracy of any customer information provided to us;
 - (iii) perform your obligations in respect of the collaboration in a manner that enables us to meet your relevant data protection requirements under Applicable Regulations from time to time;
 - (iv) comply with the requirements of the PDPO and any applicable codes of practice in respect of the use, holding, processing and erasure of Personal Data in connection with the collaboration, including by making necessary (and appropriately prominent) notifications and obtaining necessary (and appropriately explicit) consents from TSP Customers in respect of: (1) transfers of Personal Data to us in relation to the collaboration for use and processing by us; and (2) your retention of Personal Data for use and processing for the TSP Business purposes separate from the collaboration, and not make any misrepresentation with respect to such collection, processing and transfers;
 - (v) comply with your policies and procedures (as applicable to the collaboration) in respect of: (1) maintaining and managing data subject notifications and consents (including complying with withdrawals of consents); and (2) data subject access and correction requests; and
 - (vi) promptly notify us of any loss or unauthorized access to or misuse of Personal Data relating to the collaboration.
- (c) Upon our request, you shall promptly provide copies of your personal information collection statements, other policies relating to the collection of Personal Data to us and such other information we may reasonably require from time to time, which reasonably demonstrates:
- (i) your compliance with the PDPO and other data protection requirements, policies and procedures: and
 - (ii) that you have adequate systems and procedures in place to receive and record consumers' choices to opt-out of receiving direct marketing (which you should promptly communicate to us).
- (d) Any Personal Data provided by one party ("**Data Discloser**") to the other ("**Data Receiver**") pursuant to these Conditions should only be retained for as long as the purposes for which such data were collected continue ("**Retention Period**"). The Data Receiver shall forthwith, upon the expiry of the Retention Period (or such other retention period as agreed in writing between the parties), return all Personal Data (received from the Data Discloser in tangible form) to the Data Discloser or destroy, in

accordance with the instructions of the Data Discloser, all such Personal Data and all copies of it. The Data Receiver shall not retain any unauthorised copies or likenesses, but may retain a copy for compliance or document retention purposes or for the purposes of defending or maintaining any legal proceedings relating to these Conditions.

2.6 Customer Care and Business Practices

- (a) You acknowledge, agree and undertake that you shall:
- (i) deal with customers in accordance with Applicable Regulations and Good Industry Practice;
 - (ii) have an appropriate complaint management system in relation to the Services to provide the TSP Customers with reasonable channels to make complaints, submit claims and seek redress that are accessible, fair, accountable, timely and efficient;
 - (iii) notify us of: (1) customer complaints relating to the Services; and (2) any and all fraudulent incidents, unauthorized transactions and/or data leakage incidents relating to the Services, which you shall promptly handle and resolve, and shall provide reasonable assistance to us where necessary;
 - (iv) perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant customer care requirements issued under Applicable Regulations from time to time;
 - (v) prominently display a standard message specified by us (including a link to our webpage) in your user interface in order to distinguish which services are provided in collaboration with us and which services are not;
 - (vi) where the TSP Customers' contact details and/or other Personal Data are collected by and passing through you to us for the latter to further approach the TSP Customer, clearly explain these arrangements in the screen flow and prominently display an educational message at your user interface upon such collection communicating to the TSP Customer that:
 - (A) the TSP Customers should first authenticate the identity of the callers or senders who purport to be our representatives, using our hotlines for this purpose, which can be found at our website or the HKMA's website; and
 - (B) the most prudent way for the TSP Customers to continue the application process after authentication is to contact our representative using the phone number obtained from our authentication hotline;
 - (vii) carry out regular monitoring for fraudulent websites, apps, emails or other fraud schemes related to you and notify us and the public of such schemes as soon as reasonably practicable;
 - (viii) provide proper disclosure and adequate transparency to the TSP Customers in relation to the collaboration in a manner that meets our obligations and does not misrepresent ZhongAn Products and Services; and

- (ix) (where applicable and on our request) maintain insurance coverage appropriate to the risks involved in your collaboration with us, as specified by us.
- (b) Upon our request, you shall promptly provide us with information concerning your complaint management system, as is relevant to the collaboration, as required by us from time to time.

2.7 Business Continuity Management

- (a) You shall have in place:
 - (i) adequate business continuity management programs directed at ensuring continuation, timely recovery, or in extreme situations, orderly scale-down of critical operations in the event of major disruptions caused by different contingent scenarios; and
 - (ii) an appropriate business exit plan that seeks to provide for an orderly exit of your business as it relates to the Services and minimize the impact on your customers.
- (b) You acknowledge, agree and undertake that you shall comply with such business continuity and disaster recovery arrangements as reasonably required or agreed by us from time to time.

2.8 Outsourcing

- (a) To the extent that the collaboration with you involves any outsourcing by you (including any outsourcing to any of your group members), you shall ensure you retain sufficient control over the relevant operations and have undertaken appropriate risk management in relation to the selection of the third party and the implementation and monitoring of the sub-contracting or outsourcing arrangement.
- (b) Upon our request, you shall promptly provide us with details of any outsourcing of the operation of the collection, processing and/or storage of Personal Data (and other relevant aspects of your site) and how you will ensure compliance with these Conditions in the case of any such outsourcing.