

## iAccount Services (HK) Limited, i-Account Terms and Conditions iAccount Services (HK) Limited, General Agreement

### A. Definitions

The terms below are to be understood as follows:

1. Account: indicates the Integrated Account, i.e. i-Account, which iAccount Services (HK) Limited provides through the Internet.
2. IAC(HK): short for iAccount Services (HK) Limited.
3. i-Account platform: i-Account is our core product which is directly related to our i-Account services. The following may be implemented by way of i-Account: internal transfers to other i-Account users, wire transfers, currency exchange, and full integration between the i-Account and the prepaid card. All this can be done by logging into one`s online account. This refers to the account which IAC(HK) offers at the website <https://www.i-account.cc/>.
4. IAC(HK) official website: <https://www.i-account.cc/>, or the website provided on our official website`s subdomain.
5. Client: Individuals or corporations who receive the services of IAC(HK) now or in the future. As for corporations, this means authorised owners of applicable companies, shareholders, directors or executives who influence management of the corporation as well as corporate representatives authorised to use the corporation`s i-Account.
6. Transactions: All transaction services provided by i-Account and IAC(HK) on the official website.
7. Username: A name (letters and numbers) determined by the client when logging into i-Account, used for identification purposes.
8. Password: A password (letters and numbers) determined by the client when logging into i-Account, used for identification purposes. The password takes effect for a period of 6 months. When the period expires, the client shall change the password. IAC(HK) will notify the client of this expiry in advance via email.
9. “Submit” Button: The button which is set up on i-Account`s website to execute product applications and information updates.

### B. Account Structure

1. i-Account consists of products and services of the following:

- Card account,
- Currency exchange,
- Money transfer,
- Other money services.

2. i-Account is provided as an integrated service including those above. These account services are provided to individuals or corporations. i-Account offers only one account per client.

3. All i-Account holders are required to abide by IAC(HK) i-Account terms and conditions for each product and service.

4. IAC(HK) has the authority to reject i-Account opening without stating any reason to the clients. Moreover, it has the authority to restrict or suspend a client's i-Account transactions at its own discretion.

### C. Identification

IAC(HK) will need confirmation of all client ID documents in applications for an i-Account, adhering to identification procedures considered necessary, including information of a client's name, address, date of birth, gender and sometimes also other information. In the event of default or false information, or when IAC(HK) should consider it necessary for other reasons, IAC(HK) reserves the authority to reject the opening of an i-Account or to close it at IAC(HK)'s own discretion. IAC(HK) also reserves the authority to request additional identification documents from a client when a series of linked separate transactions could meet or exceed the CUSTOMER DUE DILIGENCE(CDD) limits of HKD 8,000 for wire transfers and HKD120,000 for other types of transaction, or any special request from the relevant authority.

IAC(HK) may request additional identification documents at any stage of i-Account use, i.e. from the opening of an i-Account till after its termination. IAC(HK) will contact clients through a client's registered Email address or phone number. If required documentation remains incomplete within 30 business days after the establishment of business relations, IAC(HK) could suspend business relations with the client and refrain from carrying out further transactions; and IAC(HK) could terminate business relations with the client if such documentation should not have been submitted to IAC(HK) within 120 business days after the establishment of business relations.

IAC(HK) does not cover any loss or damages whatsoever that a client might suffer through a clients faulty identification procedure, i-Account freezing or termination.

Clients are to consent to the agreement that all information submitted and entered be correct, and that IAC(HK) has the authority to control the information by any means. In the event of any change in the information registered, clients must notify IAC(HK) immediately.

#### D. Dormant Account

In the event that client does not make a transaction for 18 months, an Account Management Fee shall be incurred. “Transaction” includes internal transfer, wire transfer, currency exchange, card transactions and other transactions by way of i-Account. Only log-in into i-Account will not count as a transaction. Administrative fees will be listed in the Fee Schedule.

#### E. i-Account Fees

Fee schedule associated with i-Account are determined separate from this Terms and Conditions. IAC(HK) reserves the authority to determine fees, to revise and renew them, and to withdraw fees from any currency account at any time. A client shall continuously monitor the renewal or revision of fees. Renewals or revisions of the Fee Schedule will continuously be updated on IAC(HK)’s official website. Should a client not cancel an i-Account after the renewal or revision of the Fee Schedule on the official website of IAC(HK), IAC(HK) will assume that the client agrees to the revised or renewed fees.

#### F. Additional fees and supporting documents for wire transfers

IAC(HK) provides its services under strict regulations by the financial authorities. The client agrees and acknowledges that additional fees will be incurred in case of one-time wire transfer exceeding USD30,000.00 (not including 30,000.00) from one single account; any wire transfer exceeding USD100,000.00 a day from one single account may need additional supportive documents for confirmation purposes, as well as incur additional transaction fees, depending on transaction type, area, applicable laws and bank requirements. An individual account and a corporate account are two separate accounts, and will therefore not be regarded as one. Client agrees and acknowledges that IAC(HK) shall not be held responsible for any losses or damages caused by any delays/cancellations of any transfer due to conditions related to the legal field mentioned above.

#### G. Support Services

The support services of transactions will be carried out on IAC(HK)'s business days by IAC(HK) via Email. Requests of support services submitted outside IAC(HK) business hours (From Am10:00- Pm18:00 GTM+8 except for weekends and the public holidays of Hong Kong ) and will be carried out on the next business day. IAC(HK) does not accept any liability regarding the loss or damages caused by system failure, repair or maintenance without prior notice, regardless of reason.

#### H. Refund

IAC(HK) will follow specific procedures of compensation should a refund balance in favour of the client occur. IAC(HK) has the right to make decisions whether the current case should be refunded when the total amount of refund exceeds the amount of refund requested by IAC(HK). IAC(HK) shall accept no liability to a client for the costs and responsibilities incurred by a dispute caused when there are disputes between a client requesting a refund and a third party.

#### I. Retention of Records Regarding a Client's Identity and Transactions

All documents and records regarding a client's identity and transactions should be kept throughout the whole business relationship with the client and for a period of six years after its termination.

#### J. Remittance

IAC(HK) reserves the right to cancel at its own discretion any remittance without notification to clients in the case of a request for money to be remitted to high risk countries or regions according to guidelines issued by FATF.

Should there be any discrepancy between the exchange rate issued on the i-Account Platform and the exchange rate of actual operation, IAC(HK) will money-in the incoming remittance to the client's i-Account in accordance with exchange rates issued by relevant financial institutions certificated by legal authority.

#### K. Anti-Money Laundering & Anti-Terrorist Financing

In accordance with guidelines on AML/CFT issued by FATF, IAC(HK) will disclose its information if requested by lawful authorities for the purpose of combating anti-money laundering and anti-terrorist financing.

IAC(HK) will conduct its business in conformity with the highest ethical standards in the countries in which it does business, and will adhere to all their laws and regulations pertaining to financial organizations. It is vital for all IAC(HK) customers, agents, employees and associates to fully understand all measures that may violate applicable AML or counter-terrorism statutes.

IAC(HK) has the right to request relevant legal documentation or to assist in the investigation from clients regarding wire transfer. If Client refuses to assist in the investigation or to provide the legal documentations, IAC(HK) has the right to refuse or limit the transactions of a client. IAC(HK) has no obligation whatsoever to compensate or owe any responsibility to such a client. IAC(HK) may suspend trades or cancel an i-Account at its own discretion in accordance with demands from legal authorities concerning money laundering, terrorist financing, criminal cases and such. IAC(HK) does not have the responsibility to compensate for losses incurred by this.

On the contrary, a client will be responsible for indemnifying any loss or damages incurred on IAC(HK) for the client's unlawful activity.

#### L. Cancellation

A client may cancel i-Account or its subsidiary products in accordance with this terms and conditions. Clients are required to submit any document IAC(HK) deem necessary in a cancellation. Also, credit cards, debit cards or cash cards issued by IAC(HK) must be returned. Costs generated by cancellation shall be paid by clients.

IAC(HK) has the sole right to cancel an i-Account without prior notification to a client in the following instances:

1. If IAC(HK) should find a non-existent account holder, or if an i-Account should have been opened without the account holder's assent;
2. If there is false information on the opening of an i-Account, or if the information should seem suspicious;
3. In the case of a third party technically using a client's i-Account, or, regardless the purpose, a third party should submit another person's e-mail address or information to open an i-Account;
4. If an i-Account client should have violated a law, or public order or morality, or is under police investigation for any of this;
5. If the i-Account holder should no longer be alive;
6. If a client should breach this terms and conditions;
7. If IAC(HK) should decide that a client should be forced to cancel the i-Account;
8. If a client should prove to be involved in illegal groups, anti-social group or has any relationship with them;
9. If a client should commit any of the following acts:
  - (1) Violent demands
  - (2) Demands out of bounds of the law
  - (3) Threats or violence
  - (4) Attempting to harm IAC(HK)'s publicity or interfering with IAC(HK)'s business activities by spreading false information or using fraudulent means.
  - (5) Any action equivalent to (1) to (4) above.

A client is responsible for fees associated with IAC(HK)'s cancellation of i-Account in the cases above. IAC(HK) is not responsible for any loss or damages the user might suffer because of cancellation due to violation of the conditions of this section.

## M. Property Inheritance

In the event of death of an i-Account holder, the account shall be canceled as described in section L. The funds of the account shall be transferred to the account of an inheritor who must provide legal documents to prove the demise of the account holder and the inheritor's relationship to the account holder.

IAC(HK) may at its own discretion freeze an i-Account till IAC(HK) has received proof of the account holder's demise and of and the inheritor's relationship to the account holder. When IAC(HK) receives this documentation, IAC(HK) shall transfer the remaining funds on the i-Account to an account appointed by the inheritor and close the original account.

In the event of death of the authorized account holder of a corporation i-Account, the corporation shall provide IAC(HK) with a warrant of attorney for a new account holder. IAC(HK) will then register this, and transfer authorization of the i-Account to this new person.

IAC(HK) will only conduct a formal checking of the legal documents provided by an inheritor or a relevant third party and shall not have responsibility of any virtual checking; so IAC(HK) shall not be responsible for loss or damages caused by false information provided by inheritor or the relevant third party.

IAC(HK) has the right to collect the transaction fees incurred by property inheritance.

## N. Prohibiting Disposition and Pledge

A client is not permitted to authorize any third party to make use of an i-Account or of its services, or to give an i-Account or its services in pledge.

## O. Process of (Registered) Information Changes

A client shall notify IAC(HK) of updates on the registered information if a client should lose the i-Account Username or Password, or if there are changes in the registered information such as name (corporation name), address (office address), phone number, mobile phone number, E-mail address, or any other changed information

thereafter. A client shall provide information and documentation of such changes to IAC(HK) under the requirement of CDD.

IAC(HK) may notify or send transaction records to a clients registered Email address and name as provided in the application information of the client. IAC(HK) shall be entitled to limit a client's i-Account usage when IAC(HK) receives those notifications or documents in return. This measure will also be taken if a registered Email address should prove invalid.

IAC(HK) has no responsibility for loss or damages a client may have caused due to the client's failure on notifying IAC(HK) in time.

Delay or refusal of post or Emails to a registered address or Email address may occur due to client conduct or delivery fault. But IAC(HK) shall always assume that post or Emails are delivered within normal time. IAC(HK) does not hold any responsibilities regarding any loss or damages caused by such failure of delivery.

#### P. Matters Related to Disclaimer

IAC(HK) will carry out its clients' i-Account transactions through affiliations with other banks with caution. Transactions executed by a client's i-Account will be assumed as (trades) executed by its lawful user, which means that IAC(HK) has no liability for any loss or damages caused by fraudulent users, access abuse or other cases of abuse regardless of character. IAC(HK) also has no liability to its clients regarding causes beyond its control, such as forced transfer, war, disaster, riot, economic sanctions, legal restrictions or orders. The same goes for effects from deliberate or delinquent accidents, defaults, or bankruptcies of affiliated financial organizations, or orders from legal authorities. IAC(HK) also accepts no responsibility for loss or damages on account of failure of service to clients due to technical faults in communication equipment, lines, servers, software or outages. A client will agree to IAC(HK)'s transaction value records as correct unless there is evident discrepancy between IAC(HK)'s client record and a client's own record proved by written documentation of transaction records. IAC(HK) will assume a clients has agreed to the trading history of the client's i-Account as correct when there is no notification by clients within 14 days from IAC(HK)'s presentation of trade history data. IAC(HK)'s bank accounts or other money transfer information may be changed over time due to strategic adjustments of the company. Any change will be posted on the client's i-Account in the "Money in" field, after login : <https://member.moneyplatform.com/iac> . The client acknowledges that he/she must confirm the transfer information before transferring funds to or from i-Account. Should the client fail to confirm any transfer information which results in a failed wire transfer, IAC(HK) shall not take any responsibility for any loss or damages caused from such case.



IAC(HK) does not deal with changes or cancellation of executed transactions after six months after the execution date.

#### Q. Management of Client Information

1. Client Information is to be managed subject to the KYC policy IAC(HK) solely determines.
2. IAC(HK) reserves the right to run all its business activities, including outsourcing management of client information to a third party in accordance with the KYC policy stated above.
3. Also IAC(HK) will disclose its client information when there is any request from UN, court verdict, or legal authority.

#### R. Dispute Resolution

Any and all disputes arising under this Terms and Conditions shall be resolved by Hong Kong International Arbitration Centre. All disputes hereunder shall be governed by the laws of Hong Kong. All parties of this Terms and Conditions consent to the jurisdiction of Hong Kong.

#### S. Change of Transaction Terms and Conditions

1. This Terms and Conditions is being updated continuously with IAC(HK)'s decisions and will take effect from the day of update. IAC(HK) reserves the right to determine all the terms, regulations and procedures concerning transactions that are not mentioned in this article.
2. IAC(HK) will notify its clients of amendments of the Terms and Conditions content on IAC(HK)'s official website, including the i-Account website. After an amendment, clients are to comply with it. IAC(HK) shall assume that clients have consented to the changes in the services, transactions and i-Account of an amendment unless they apply for cancellation of their i-Account.

## T. Other Notes

### Risk

Clients are to comprehend the risks of marginal gain or loss within i-Account, since it is a multi-currency account and therefore it is affected by foreign exchange rates fluctuations. Clients are to consent to IAC(HK)'s decision that their i-Account is not to be protected under any applicable laws and regulations with regard to the fluctuations of exchange rates.

### Trade Limits

IAC(HK) reserves the arbitrary right to stop or limit the i-Account service for clients depending on rapid market fluctuations or global economic volatility. IAC(HK) has no liability to clients (to cover) for any loss or damages incurred in this such cases.

### Taxes

Taxes, if any, imposed by legal taxing authorities on the use of the i-Account platform, however designated or levied against money transfer, currency exchange or funds stored therein, shall be paid by the client.

### IAC(HK)'s Official Website

IAC(HK) will supply clients with information on foreign exchange rates, interest rates, and other financial issues, and is intended as general references, only. This information shall not be regarded as recommendations or assured trade guidelines.

### Meaning

This Terms and Conditions shall be interpreted in accordance with the plain English meaning of its terms

## **i-Account Service Terms and Conditions**

### **A. Matters Concerning Security**

1. Clients are to strictly protect information such as Username, Login Password, and Withdrawal Password. Also, they are not allowed to disclose such information to IAC(HK) certified Official Agents, IAC(HK) customer support or any other third party.
2. When logging into the i-Account system, IAC(HK) may freeze the client's i-Account services if the client multiple times uses faulty Username or Password. Should this happen, just contact customer support for re-activation.
3. Should clients lose their own Username, Login Password or Withdrawal password or those of others, notify IAC(HK) immediately and request i-Account freezing. Then Username, Login Password and Withdrawal Password will be issued again to your registered Email address.
4. IAC(HK) does not have any liability to cover for loss or damages incurred before the completion of these necessary procedures, unless there is deliberate or critical delinquency on the part of IAC(HK).

### **B. Business Hours**

1. Transaction hours at i-Account platform will be 24 hours per day, every day of the week. However, IAC(HK) reserves right to change the transaction hours of i-Account platform services according to actual business development, and applicable law. The Support hour is determined in the Clause G.
2. IAC(HK) does not have any liability for any loss or damages caused by system failure, repair or maintenance without prior notice.

### **C. Limits to the Amounts of Money in the Use of i-Account**

Limits to the amounts of money processed through i-Account will be determined by IAC(HK).

#### D. Username and Password

A client will have to setup username and passwords in the i-Account with application.

A client must log into i-Account by using Username, Login Password to get access to the i-Account system and transaction history, etc. For wire transfer within the i-Account system, clients are required to enter their password to log in.

IAC(HK) identifies a client based on their Username and Passwords as registered in the i-Account system.

IAC(HK) will assume i-Accounts to be accessed by its lawful users as long as Username and Passwords match the registered information. IAC(HK) has no liability whatsoever to its clients to cover the loss or damages when Username and Passwords are fabricated, forged, stolen, abused or is under any other violation. Clients are to consent to the identification procedure as stated in this article and protect their login information of i-Account without presenting it to a third party. Clients shall contact IAC(HK) immediately if Username and Passwords are in jeopardy.

#### E. Request for Money Transfer and Wire Transfer

1. Money Transfer refers to the money transfer between available currencies within an i-Account nominee's account.

2. Internal Transfer refers to the money transfer between IAC(HK)'s i-Account holders.

3. Wire Transfer refers to the remittance of funds from IAC(HK) to financial institutions other than those which IAC(HK) is affiliated with.

4. Transfer to Affiliated Financial Institutions refers to transfer to the corporations affiliated with IAC(HK) and the account holder's own i-Account.

5. All information in relation in money transfer generated by the i-Account platform, such as Remittance reference No and etc., shall be used by user of i-Account only, in case of user discloses such information to cause the transaction delay, suspension or failure, IAC(HK) shall not take any responsibilities for such losses and damages.

6. Clients must enter the correct information for transfer within the client's accounts, internal transfer, wire transfer and transfer to affiliated institutions. Clients will be requested to click on the "Submit" button after entering their required information items. After the execution of the transfer's requests, clients are to consent that they do not have the right to make objections whatsoever and that the transfers are solvent. IAC(HK) does not have any liability to its clients even if the execution of their requests should fail or be postponed because of errors or defaults due to their request information.

7. Clients are open to making use of transfer within i-Account, internal transfer, wire transfer or transfer to affiliates under the limit of transaction amount per day or per transaction. IAC(HK) reserves the right to change transaction limits without prior notice to the clients.

8. Clients can check their transaction history of internal and wire transfer, etc., on our i-Account user interface. Furthermore, clients are to inform IAC(HK) when they cannot view the screen or there is some error in the transaction information after transaction requests were made. Clients are to agree to the condition that transaction requests are not always processed right after the request or within the same day that requests are made.

9. When there is failure of transfer within the same account, internal transfer, wire transfer or transfer to affiliated corporation to specified accounts because of errors, defaults or other reasons, IAC(HK) will refund the clients to their accounts. Fees occurred by this event will not be refunded to clients. IAC(HK) also has no liability for any loss or damages that clients may suffer.

Transfer within the same account, internal transfer, wire transfer and transfer to affiliated corporations cannot be cancelled once a client's request is completed. If the balance of account is short of the requests, IAC(HK) will not execute the request.

#### **F. Request for Merchant Service**

1. "Merchant Service" refers to IAC(HK) provides relevant Client who opens designated account within IAC(HK)'s permission with the service regarding online settlement through i-account system which connects with relevant payment service system.

2. IAC(HK) has authority to restrict amount of each settlement for Merchant Service, the lowest amount and the highest amount of settlement shall be provided under the nature of merchant service. And IAC(HK) reserves right

to restrict settlement currency and amount due to the authority policy, provider's requirement and other objective reason; in such case, IAC(HK) will notify the Client in advance 30 days.

3. Client shall keep the enough balance of i-Account for Merchant Service, in case of there is not sufficient balance to settlement, IAC(HK) reserves right to restrict or suspend the settlement and shall not be responsible for any losses and damages due to such restriction and suspension.

#### 4. Disclaimer

- The merchant service fee shall be described in the merchant service list, the fee may be changed due to bank policy, applicable laws and supplier's policy, IAC(HK) has right to adjust such fee.
- In case the force majeure causes the payment delay and failure, IAC(HK) shall not be responsible for any losses and damages due to such case.
- Client shall use the merchant service to conduct legal, reasonable and accepted settlement, in case of Client misuses this service, IAC(HK) shall not be responsible for any losses and damages due to such misuse .
- In case of delaying the payment due to Client's own reasons, Client shall take all responsibilities for such losses and damages.
- In case of the payment is successful by the Merchant service of China Union Pay, the fund cannot be refund in any case; IAC(HK) shall not be responsible for any losses and damages due to such case.

5. Client undertakes that it shall not conduct the following act .In the event that IAC(HK), at its discretion, determine Client's act is the prohibit behavior under applicable laws and regulations, IAC(HK) reserves right to freeze account, terminate account, lock capital and other dispose method. The detail for prohibit behaviors are as follow:

- i. Violate and damage privacy, reputation, credit, properties of IAC(HK).
- ii. Client's behavior directly or indirectly interferes and obstructs business operation and the development of IAC(HK).
- iii. Obstruct or damage the regular operation of Merchant service.
- iv. The act causes the disadvantage for IAC(HK).
- v. Provide the Merchant service for third Party without the IAC(HK)'s written permission in advance.
- vi. The act violates applicable law and regulation.
- vii. Other prohibited behavior under applicable laws and conditions.

#### **G. Request for Bulk transfer**

1. "Bulk Transfer" (BT) refers to transfer money to a bulk beneficiary's accounts designated by Client. The BT shall be performed in i-Account Platform for account of i-Account only.
2. "Agent service for Bulk transfer" refers to allow IAC(HK) to bulk of transfer money from Customer's account.

3. Agent service for Bulk transfer Upon the reception of the BT Request from the Customer, IAC(HK) shall directly transfer the instructed amount at the designated date in accordance with the instruction from Client. When IAC(HK) obtains the BT request from Customer, the Customer shall agree with the terms and conditions instructed by IAC(HK) and apply for the BT Service for Beneficiary.
4. Client shall be responsible for all losses and damages due to providing incorrect Beneficiary list. Any cost involving the transfer shall be paid by Client.
5. Client shall pay the service fee to IAC(HK), the specific fees will be described on the service website.

#### **H. Request for Account holding letter and Reference letter**

1. IAC(HK) can provide Client with the service to state the account opening situation depending Client's request. Client acknowledges and agrees the following terms and conditions:
  - i. Such service is only to provide the statement of Account Opening to the account holder, IAC(HK) shall not be responsible for losses and damages from the use of this confirmation by account holder.
  - ii. Client shall not use the letter to do any illegal activities or encroach IAC(HK) and the third party's right under applicable laws and regulations. IAC(HK) shall not take any responsible for losses and damages from such situation.
2. In case of Client requests IAC(HK) to provide reference letter to state its/his/her financial situation of iAccount, IAC(HK) will provide such service depending the audit report. Client acknowledges and agrees the following terms and conditions:
  - i. IAC(HK) has right to audit the requirement of Client, Client shall provide related materials or information from time to time according to IAC(HK)'s requirement. In case of Client cannot provide the necessary materials or information, IAC(HK) has right to suspend or terminate this service;
  - ii. In case of IAC(HK) finds out or suspects the reference letter will interfere with IAC(HK) / the third party or violate applicable laws and regulations according to the audit report, IAC(HK) has right to refuse this service.
  - iii. Client shall not use the letter to do any illegal activities or encroach IAC(HK) and the third party's right under applicable laws and regulations. IAC(HK) shall not take any responsible for losses and damages from such situation.
3. IAC(HK) has right to collect services fee under applicable laws and regulations, the specific fees will be described on the service website.

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