

Terms and Conditions

Terms of Use. You are currently viewing a page of the ny.cmbchina.com web site or a related web site (the "Site") belonging to China Merchants Bank or one of its affiliates. This Site and any of the services provided by China Merchants Bank through this Site (the "Services") are being provided to you expressly subject to these Terms and Conditions (the "Terms of Use"). Please read these Terms of Use carefully. By accessing this Site you agree to be bound by these Terms of Use.

Services under these Terms of Use include financial services for consumers and businesses, business services offered to you directly by China Merchants Bank, and additional services available to you from independent third party service providers accessed through navigation from the Site.

Governing Law. The use of the Site is governed by the laws of the State of New York and any applicable United States federal laws.

Copyrights/Trademarks/Restrictions on Use. All the pages and screens on the Site are owned and controlled by China Merchants Bank, except as otherwise expressly stated. The materials displayed on the Site are protected by U.S. and international copyright law and treaties. The copyrighted materials on the Site include, but are not limited to, the text, design, software, images, graphics, source code, and the content of the Site. You are authorized to view the information available on the Site for your informational purposes only. You may download copyrighted materials for your personal or internal business purposes only. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Moreover, the trademarks, trade names, and service marks used on the Site belong to China Merchants Bank or to various other parties. None of the information on the Site may be used, distributed, or reproduced for commercial or public purposes without our express prior written permission. You may not copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of or republish all or any portion of the Site for any commercial or public purpose without China Merchants Bank's prior written consent.

Links to Other Sites/No Warranty or Endorsement. The Site may contain links to Web sites controlled or offered by third parties (non-affiliates of China Merchants Bank). China Merchants Bank hereby expressly disclaim liability for any other company's web site content, products, privacy policies, or security. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site provider.

Disclaimer/Limitation of Warranty or Liability. THE SERVICES ARE OFFERED ON AN "AS IS" "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND-WHETHER EXPRESS, IMPLIED OR STATUTORY-INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU ACKNOWLEDGE THAT NEITHER CHINA MERCHANTS BANK AND ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE;

NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES AND THE SITE.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT CHINA MERCHANTS BANK IS NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CHINA MERCHANTS BANK WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THE SERVICES, THE SITE, ANY ON-LINE SERVICES OR INTERNET BROWSER SOFTWARE, INCLUDING LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM, EVEN IF CHINA MERCHANTS BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Changes or Modification. China Merchants Bank reserves the right to change or modify these Terms of Use at any time without notice, but the most current version of the Terms of Use will always be available to you by clicking the link at the bottom of the Site. By continuing to use the Services after the date of any change to these Terms of Use, including accessing the Site, you agree to be bound by the rules contained in the most recent version of this Agreement. China Merchants Bank reserves the right to terminate your access to the Services and Site, in whole or in part, at any time.

Privacy. We understand the need to safeguard your information and records from unauthorized use and disclosure. Please see the China Merchants Bank Privacy policy.

Electronic Signature Policy. China Merchants Bank does not allow its directors, officers, employees or agents to enter into any agreement or obligation by email or any other electronic means without a specific written authorization to do so. Any agreement or obligation entered into in violation of this policy will not be legally binding, valid or enforceable under the federal E-sign Act or any state counterpart or electronic signature law of any other country.

Indemnification. You agree to defend, indemnify and hold harmless China Merchants Bank, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of your violation of these Terms of Use or misuse of the Service or this Site, including such violation or misuses conducted by your employee or agent, if applicable.