

## 建行(亞洲)信用卡會員合約

生效日：2019年8月1日

**重要：請仔細閱讀及確保閣下完全明白下述之條款及細則。**如閣下於任何時候不接受其中任何條款及細則，請把信用卡剪成兩半，並通知建行(亞洲)。信用卡會員合約(「合約」)包括所有下文所列之條款及細則連同服務收費一覽表。閣下一經使用信用卡(包括確認啟動新卡或只保留信用卡賬戶)，即表示已接納本合約。如閣下之信用卡為建行(亞洲)八邊通銀聯雙幣信用卡，合約亦包括建行(亞洲)八邊通銀聯雙幣信用卡八邊通卡功能使用條款及細則。

- 定義**

在本合約內，下述字詞具有如下含義：

**【建行(亞洲)】**指中國建設銀行(亞洲)股份有限公司。

**【信用卡】**指任何由建行(亞洲)所發的VISA、Mastercard或銀聯信用卡(包括任何補發及期滿續發之信用卡)，及本文義准許或規定之信用卡，包括附屬卡。如為銀聯雙幣信用卡，信用卡將由港幣卡賬戶及人民幣卡賬戶組成。

**【信用卡會員】**指獲發信用卡之人士，及本文義准許或規定發行之信用卡會員，包括附屬卡之信用卡會員。

**【信用卡賬戶】**指建行(亞洲)持有的信用卡卡相賬戶。如為銀聯雙幣信用卡，信用卡賬戶指港幣卡賬戶，或人民幣卡賬戶，或港幣及人民幣卡賬戶。

**【電子服務】**指由建行(亞洲)電子渠道，包括建行(亞洲)網站及銀行流動應用程式軟件所提供與信用卡有關的服務。

**【服務收費一覽表】**指不時更改或修訂之建行(亞洲)信用卡服務收費一覽表，其副本可致電建行(亞洲)信用卡24小時客戶服務熱線：VISA及Mastercard信用卡可致電317 95533，銀聯雙幣信用卡可致電317 95568，或上綱www.asia.cb.com索取。

**【收費及費用】**指載於服務收費一覽表之收費及費用。

**【香港】**指中華人民共和國香港特別行政區。

**【港幣】**指港元，香港的法定貨幣。

**【港幣卡賬戶】**指就信用卡在建行(亞洲)以港幣開立及存置的賬戶，並就使用信用卡而記錄支賬及進賬。

**【本人】及【本人的】**指信用卡會員。

**【銀通】**指銀聯通寶有限公司。

**【澳門】**指中華人民共和國澳門特別行政區。

**【中國內地】**指中華人民共和國，但不包括香港及澳門。

**【Mastercard】**指Mastercard International(及任何其承繼人或受讓人)。

**【八邊通卡】**指八邊通發行商的儲值卡或產品。

**【私人密碼】**指在本入使用以接達電子服務時，連同用戶姓名，提供予本人或本人所選擇的電子鑑定號碼/字母。

**【個人資料】**指與本人有關之個人資料。

**【PIN】**指由本人選用用作在信用卡交易時可供確認本人之身份的所有個人身份證明號碼。

**【人民幣】**指人民幣，中華人民共和國的法定貨幣。

**【人民幣卡賬戶】**指就信用卡在建行(亞洲)以人民幣開立及存置的賬戶，並就使用信用卡而記錄支賬及進賬。**【月結單】**指就信用卡賬戶而發給本人的月結單及其他賬單，月結單上載有(其中包含)本人於該日期所結欠之費用及其他財務責任。

**【附屬卡會員】**指任何由信用卡會員提名，並獲發附屬卡之人士。**【銀聯】**指中國銀聯股份有限公司，於中華人民共和國成立之股份有限責任公司。

**【用戶姓名】**指在本入使用以接達電子銀行服務時，其連同本人的「私人密碼」，提供予本人或本人所選擇的電子鑑定號碼/字母。

**【VISA】**指Visa International Service Association(及任何其承繼人或受讓人)。

**【信用卡】**指任何由建行(亞洲)所發的VISA、Mastercard或銀聯信用卡(包括任何補發及期滿續發之信用卡)，及本文義准許或規定之信用卡，包括附屬卡。如為銀聯雙幣信用卡，信用卡將由港幣卡賬戶及人民幣卡賬戶組成。

**【信用卡會員】**指獲發信用卡之人士，及本文義准許或規定發行之信用卡會員，包括附屬卡之信用卡會員。

**【信用卡賬戶】**指建行(亞洲)持有的信用卡卡相賬戶。如為銀聯雙幣信用卡，信用卡賬戶指港幣卡賬戶，或人民幣卡賬戶，或港幣及人民幣卡賬戶。

**【電子服務】**指由建行(亞洲)電子渠道，包括建行(亞洲)網站及銀行流動應用程式軟件所提供與信用卡有關的服務。

**【服務收費一覽表】**指不時更改或修訂之建行(亞洲)信用卡服務收費一覽表，其副本可致電建行(亞洲)信用卡24小時客戶服務熱線：VISA及Mastercard信用卡可致電317 95533，銀聯雙幣信用卡可致電317 95568，或上綱www.asia.cb.com索取。

**【收費及費用】**指載於服務收費一覽表之收費及費用。

**【香港】**指中華人民共和國香港特別行政區。

**【港幣】**指港元，香港的法定貨幣。

**【港幣卡賬戶】**指就信用卡在建行(亞洲)以港幣開立及存置的賬戶，並就使用信用卡而記錄支賬及進賬。

**【本人】及【本人的】**指信用卡會員。

**【銀通】**指銀聯通寶有限公司。

**【澳門】**指中華人民共和國澳門特別行政區。

**【中國內地】**指中華人民共和國，但不包括香港及澳門。

**【Mastercard】**指Mastercard International(及任何其承繼人或受讓人)。

**【八邊通卡】**指八邊通發行商的儲值卡或產品。

**【私人密碼】**指在本入使用以接達電子服務時，連同用戶姓名，提供予本人或本人所選擇的電子鑑定號碼/字母。

**【個人資料】**指與本人有關之個人資料。

**【PIN】**指由本人選用用作在信用卡交易時可供確認本人之身份的所有個人身份證明號碼。

全責。本人同意就PIN或私人密碼因任何原因(因建行(亞洲)的疏忽除外)洩漏予任何人士而引致之一切後果、損失及/或責任，本人須負上全部責任，並會由後果而令建行(亞洲)產生之任何合理損失或損害向建行(亞洲)作出賠償。

**3.3 有效期、終止及續期**－信用卡的有效期直至卡上所示之月份的最後一日為止(除非之前已被終止)。本人須在建行(亞洲)要求下將信用卡退還予建行(亞洲)。建行(亞洲)可在其酌情權下決定是否續發信用卡。如本人之信用卡不獲續期，該信用卡各賬戶全部未清應款項將立即到期，並須立即清繳。本人有權於信用卡賬戶日期起計三十(30)日內，向建行(亞洲)發出書面通知，取回信用卡。

**3.4 聯營商號接受信用卡**－在下述情況下，建行(亞洲)毋須負責或承擔任何責任：(i)任何商戶因為任何原因拒絕接受信用卡；及/或(ii)建行(亞洲)拒絕就任何交易授予信用授權，儘管本人之信用卡賬戶仍可可使用其信用授權。此外，建行(亞洲)亦毋須就本人或其他人士透過信用卡獲取之優惠或購置之任何產品或服務負責上或承擔任何責任。如本人欲將酒以信用卡進行之任何直接付款交易或授權，本人須與有關商戶安排取取消交易。而凡與本人之間出現之任何索償或糾紛並不會免除本人應付信用卡欠款予建行(亞洲)之責任。在下第9條款規限下，本人不會因沒有簽署任何信用卡購物單據或現金透支單據而免除本人就信用卡進行之有關交易負上全責。

### 3.5 信用限額

(i) **VISA、Mastercard及銀聯雙幣信用卡之綜合信用限額**－本人將獲以港幣為貨幣單位之綜合信用限額(包括現金透支及預用限額)，該綜合信用限額即為本人所有VISA、Mastercard及銀聯雙幣之信用卡賬戶於任何時候最高可結欠之總金額。就此綜合信用限額，建行(亞洲)亦可為信用卡賬戶設立預定信用限額(如適用)。

- PIN**－本人須小心處理任何連同信用卡所用之PIN或私人密碼，及將該PIN或私人密碼(如適用者)保密。尤其，本人同意：
  - 銷毀印有任何PIN或私人密碼的通知正本；
  - 不容許任何人士使用本人的信用卡、任何PIN或私人密碼；
  - 不得將任何PIN或私人密碼寫於信用卡上或任何通常與信用卡一起存放或存放於信用卡附近的物品上；
  - 若寫下或記錄任何PIN或私人密碼時，必須加以掩飾使人難以辨認；
  - 在本人賬單PIN或私人密碼時，本人不得選取可讓第三者輕易猜中的數字。(如避免使用本人或附屬卡會員或親友之生日日期或本人任何電話號碼之任何部份)；及
  - 不得將任何PIN或私人密碼披露於其他服務(如接連互聯網或其他網址)。

如因為未能妥善選擇PIN或私人密碼或妥善處理信用卡卡、PIN或私人密碼而引致損失，本人須負上全部及不可推卸之責任及/或現金透支限額。

### 3.6 信用卡之用

- 所獲發之信用卡只供本人使用及不得轉讓。**本人須以建行(亞洲)滿意之方式開立及維持信用卡賬戶。本人明白及同意取用信用卡卡被確認啟動，某些交易(尤其在毋須提交信用卡情況下進行之交易)仍可有效及該賬於本人信用卡賬戶。無論信用卡賬戶保留權利與否，本人仍須負責以信用卡進行之所有交易。信用卡的必須須(i)受信用限額所限制(VISA、Mastercard及銀聯雙幣信用卡下之綜合信用限額或預定信用限額，方可享用以下之服務。此包括支付任何購買貨物及/或服務之價額，所付款額當誌賬於信用卡賬戶內；及(ii)受制於建行(亞洲)所定之現金透支限額所限制，方可享用經建行(亞洲)預先安排及認可之現金透支及/或信貸服務。建行(亞洲)有權決定本人透過使用信用卡以獲取現金透支之用途。本人明白及知悉海外現金透支及海外櫃員機的功能須預先啟動(以不時適用的啟動方式，將可應用)。任何其他人土均不得使用本人信用卡作記賬、識別或其他任何用途。如本人容許他人使用本人信用卡或本人自動放棄管有本人之信用卡，本人須負責卡被使用所引致之所有款項向建行(亞洲)負上全部責任。信用卡不可以被用作支付任何適用法例所指之非法之交易。本人可於香港、中國內地及由建行(亞洲)不時指定的其他地方使用VISA、Mastercard、銀聯及/或銀通之連接的商戶或金融機構使用信用卡購買貨品及/或服務及/或於貼有VISA、Mastercard、銀聯及/或銀通不時採用的標記的自動櫃員機作現金透支及建行(亞洲)不時所提供或安排的其他信用卡設施及服務。
- 【只適用於銀聯雙幣信用卡】**本人承認及同意如獲發建行(亞洲)八邊通銀聯雙幣信用卡，當信用卡備有八邊通所提供之信用卡功能，該信用卡可在八邊通卡功能時，本人須受建行(亞洲)八邊通銀聯雙幣信用卡之八邊通卡功能使用條款及細則所約束。

**(i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清繳為止；及**

**(ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清繳為止。**

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**免現外幣支票手續費**－對於兌現外幣支票(有關信用卡所指定的貨幣除外)(建行(亞洲)可在其酌情權下決定是否接受兌現)，建行(亞洲)將會收取手續費；本人恕不接受人民幣支票。

**逾期費用**－如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**過額費用**－如賬戶總結欠於月結單之月結單截數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

**購物單據檢查費**－對於銷售單據索副本，建行(亞洲)將會就每張收取手續費。

**月結單檢查費**－對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**現金透支費用**－對於每筆現金透支，建行(亞洲)將會收取手續費。

**退回賬戶結餘手續費**－對於退回信用卡賬戶內之任何信用卡存貯卡，建行(亞洲)將會收取手續費。

**信用卡指定地點繳款手續費**－對於在建行(亞洲)之任何指定地點繳交信用卡款項之交易，建行(亞洲)將會就每次付款交易收取手續費。

**發出信用狀況信件手續費**－對於發出信用狀況信件，建行(亞洲)將會收取手續費。

**郵寄紙張信用卡月結單費用**－若本人選擇收取郵寄紙張月結單，須於每季繳付服務費。

**外幣交易收費(只適用於VISA及Mastercard信用卡)**－每項以非港幣所進行之交易將收取費用。

**以港幣支付外幣簽賬的有關費用**－客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將會收取費用。

**財務費用**－就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日或之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

- (i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清繳為止；及**
- (ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清繳為止。**

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**免現外幣支票手續費**－對於兌現外幣支票(有關信用卡所指定的貨幣除外)(建行(亞洲)可在其酌情權下決定是否接受兌現)，建行(亞洲)將會收取手續費；本人恕不接受人民幣支票。

**逾期費用**－如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**過額費用**－如賬戶總結欠於月結單之月結單截數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

**購物單據檢查費**－對於銷售單據索副本，建行(亞洲)將會就每張收取手續費。

**月結單檢查費**－對於月結單檢查，建行(亞洲)將會就每份收取手續費。

### 4. 收費及費用

**4.1 收費及費用**－本人同意以下之收費及費用將從本人之信用卡賬戶中扣除。詳細的資料載於**服務收費一覽表**。本人確認明白該等收費及費用。

**會員年費**－除另行通告外，建行(亞洲)將收取會員年費。

**優惠費用**－本人同意，為了享用某些信用卡優惠，本人須符合有關之條款及細則，否則本人將不符合資格享用該等優惠，或建行(亞洲)將會向本人收取相關費用(由建行(亞洲)在其酌情權下決定)。

**補發新卡費用**－對於補發新卡，建行(亞洲)將會就每張新卡收取補發新卡費用。

### 17. 附屬卡

**17.1 主卡會員之責任**－附屬卡會員將受本合約之條款及細則所約束。本人須就信用卡賬戶中本人之欠款及債務(包括附屬卡會員之所有欠款)負責負上全部。

**17.2 附屬卡會員之責任**－每位附屬卡會員須負責信用卡賬戶中他/她的欠款及債務，但毋須負責本人或其他附屬卡會員在該賬戶中之欠款及債務。如本人要求取消任何附屬卡，本人與該附屬卡會員同意於提出該要求後，繼續支付及負責該附屬卡之所有欠款及債務，直至該附屬卡退還予建行(亞洲)及建行(亞洲)交妥為止。

### 18. 抵銷權

**18.1 抵銷**－建行(亞洲)可隨時及在毋須預先通知之情況下，組合或合併任何戶口(以何類別、任何地方、不論戶口是否以本人個人或與其他人名義管有，及是否需要通知)，及抵銷、扣除、提款、運用及/或轉移其總額並存入一個或多個戶口內以滿足本人對建行(亞洲)的其他戶口或任何有關的本人的義務及責任。不論該義務及或責任是否屬於現在的或將來的、真實的或能接受的、基本的或附屬的、多項的或共同的、有抵押的或沒有可抵押的，及不論本人以任何身份拖欠建行(亞洲)的所有義務及責任，並且，若組合、合併、抵銷、扣除、提款、申請或轉移涉及由一種貨幣兌換至另一種貨幣時，該外幣兌換將以當時於相關的外幣交易市場的即時外幣兌換率為準(由建行(亞洲)最後決定)。如屬聯名戶口，建行(亞洲)可行此條款和條件賦予的權利，運用該聯名戶口之結餘以符合一個或多個本人在建行(亞洲)的義務及責任。建行(亞洲)將在合理可行的最短期間內向本人通告有關此條款之執行。

在不影響上述之一般性原則下，如發出附屬卡，建行(亞洲)可隨時及在毋須預先通知之情況下抵銷、扣除、提款、運用及/或轉移(i)本人之、一個或多個戶口中之結餘；及(ii)附屬卡會員在信用卡賬戶中之欠款及債務；及(iii)附屬卡會員之一個或多個戶口中之結餘以抵償他人在信用卡賬戶中之欠款及債務。

**18.2 留置權**－本人授權建行(亞洲)行使留置權以接管擁有或控制本人於建行(亞洲)存放的所有資產，(不管該資產以任何理由，或是否與一般的銀行業務往來相關)，建行(亞洲)有權變賣該資產，如有需要，更可使用其淨收入以償還本人對建行(亞洲)應履行的義務及/或責任。

**18.3 其他權利**－建行(亞洲)於第18條條文下的權利是額外及並非專行(或與任何法律授予本人)的留置權及其他有關權利。建行(亞洲)有權(毋須給予事先通知)向本人取回該結餘，從賬戶結餘中扣除賬戶結餘收費及其他因保管該款項而產生之一切合理的行政費用。

### 19. 口頭指示

在提供信用卡服務的過程中，本人確認建行(亞洲)有權(但並非專行)以錄音方式記錄本人所給予的口頭指示，及/或本人與建行(亞洲)之間就該服務的任何口頭通訊。

本人同意支付建行(亞洲)不時指明的其他合理費用及/或取手續費。本人確認(如有關處理現金付款時所收取之其他收費及費用；及(ii)對於任何有關信用卡的申請表格、產品單張或其他有關的宣傳或推廣資料內所列明的收費)－收費。

**4.2 付款次序**－收費及費用須以建行(亞洲)不時指明及任何日常事務規程及程序所接受之方法及方式繳付。本人所支付之任何款項須按下述先後次序支付：

- (i) 逾期費用及過額費用；之後
- (ii) 現金透支費用；之後
- (iii) 購物單據檢查費、補發新卡費用、郵寄紙張信用卡月結單費用、月結單檢查費，及其他費用及收費；之後
- (iv) 會員年費；之後
- (v) 現金透支支利息財務費用；之後
- (vi) 購物簽賬利息財務費用；之後
- (vii) 分期付款之每月供款金額；之後
- (viii) 最高實際年利率之未清還金額；之後
- (ix) 其他未清還金額(依其適用的實際年利率，按遞增次序支付)；和，最後
- (x) 任何其他根據本合約的應繳款項。

為免存疑，在(viii)及(ix)條所指的未清還金額包括於月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

- (i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清繳為止；及**
- (ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清繳為止。**

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**逾期費用**－如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**過額費用**－如賬戶總結欠於月結單之月結單截數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

**購物單據檢查費**－對於銷售單據索副本，建行(亞洲)將會就每張收取手續費。

**月結單檢查費**－對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**現金透支費用**－對於每筆現金透支，建行(亞洲)將會收取手續費。

**退回賬戶結餘手續費**－對於退回信用卡賬戶內之任何信用卡存貯卡，建行(亞洲)將會收取手續費。

**信用卡指定地點繳款手續費**－對於在建行(亞洲)之任何指定地點繳交信用卡款項之交易，建行(亞洲)將會就每次付款交易收取手續費。

**發出信用狀況信件手續費**－對於發出信用狀況信件，建行(亞洲)將會收取手續費。

**郵寄紙張信用卡月結單費用**－若本人選擇收取郵寄紙張月結單，須於每季繳付服務費。

**外幣交易收費(只適用於VISA及Mastercard信用卡)**－每項以非港幣所進行之交易將收取費用。

**以港幣支付外幣簽賬的有關費用**－客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將會收取費用。

**財務費用**－就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日或之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

- (i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清繳為止；及**
- (ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清繳為止。**

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**免現外幣支票手續費**－對於兌現外幣支票(有關信用卡所指定的貨幣除外)(建行(亞洲)可在其酌情權下決定是否接受兌現)，建行(亞洲)將會收取手續費；本人恕不接受人民幣支票。

**逾期費用**－如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

本人同意支付建行(亞洲)不時指明的其他合理費用及/或取手續費。本人確認(如有關處理現金付款時所收取之其他收費及費用；及(ii)對於任何有關信用卡的申請表格、產品單張或其他有關的宣傳或推廣資料內所列明的收費)－收費或提供他人資料。

**4.2 信貨資料服務機構**－本人明白及確認，本人知道在建行(亞洲)向信貨資料服務機構或信譽追討代理人諮詢個人資料，收集或提供他人資料。

**4.2 付款次序**－收費及費用須以建行(亞洲)不時指明及任何日常事務規程及程序所接受之方法及方式繳付。本人所支付之任何款項須按下述先後次序支付：

- (i) 逾期費用及過額費用；之後
- (ii) 現金透支費用；之後
- (iii) 購物單據檢查費、補發新卡費用、郵寄紙張信用卡月結單費用、月結單檢查費，及其他費用及收費；之後
- (iv) 會員年費；之後
- (v) 現金透支支利息財務費用；之後
- (vi) 購物簽賬利息財務費用；之後
- (vii) 分期付款之每月供款金額；之後
- (viii) 最高實際年利率之未清還金額；之後
- (ix) 其他未清還金額(依其適用的實際年利率，按遞增次序支付)；和，最後
- (x) 任何其他根據本合約的應繳款項。

為免存疑，在(viii)及(ix)條所指的未清還金額包括於月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

- (i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清繳為止；及**
- (ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清繳為止。**

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**逾期費用**－如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**過額費用**－如賬戶總結欠於月結單之月結單截數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

**購物單據檢查費**－對於銷售單據索副本，建行(亞洲)將會就每張收取手續費。

**月結單檢查費**－對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**現金透支費用**－對於每筆現金透支，建行(亞洲)將會收取手續費。

**退回賬戶結餘手續費**－對於退回信用卡賬戶內之任何信用卡存貯卡，建行(亞洲)將會收取手續費。

**信用卡指定地點繳款手續費**－對於在建行(亞洲)之任何指定地點繳交信用卡款項之交易，建行(亞洲)將會就每次付款交易收取手續費。

**發出信用狀況信件手續費**－對於發出信用狀況信件，建行(亞洲)將會收取手續費。

**郵寄紙張信用卡月結單費用**－若本人選擇收取郵寄紙張月結單，須於每季繳付服務費。

**外幣交易收費(只適用於VISA及Mastercard信用卡)**－每項以非港幣所進行之交易將收取費用。

**以港幣支付外幣簽賬的有關費用**－客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將會收取費用。

**財務費用**－就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日或之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

- (i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清繳為止；及**
- (ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清繳為止。**

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**免現外幣支票手續費**－對於兌現外幣支票(有關信用卡所指定的貨幣除外)(建行(亞洲)可在其酌情權下決定是否接受兌現)，建行(亞洲)將會收取手續費；本人恕不接受人民幣支票。

**逾期費用**－如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**過額費用**－如賬戶總結欠於月結單之月結單截數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

**購物單據檢查費**－對於銷售單據索副本，建行(亞洲)將會就每張收取手續費。

**月結單檢查費**－對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**現金透支費用**－對於每筆現金透支，建行(亞洲)將會收取手續費。

本人同意支付建行(亞洲)不時指明的其他合理費用及/或取手續費。本人確認(如有關處理現金付款時所收取之其他收費及費用；及(ii)對於任何有關信用卡的申請表格、產品單張或其他有關的宣傳或推廣資料內所列明的收費)－收費或提供他人資料。

**4.2 信貨資料服務機構**



# CCB (ASIA) CREDIT CARD CARDMEMBER AGREEMENT

Effective Date : August 1, 2019

**IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET OUT BELOW. IF ANY TIME YOU DO NOT ACCEPT ANY OF THEM, PLEASE CUT THE CARD IN HALF AND NOTIFY CCB (ASIA), THE CARDMEMBER AGREEMENT ("AGREEMENT") COMPRISES THE TERMS AND CONDITIONS SET OUT BELOW AND IS SOLELY YOUR USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING THE CARD ACCOUNT) WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IF YOUR CREDIT CARD IS A CCB (ASIA) OCTOPUS UNIONPAY DUAL CURRENCY CREDIT CARD, THE CARDMEMBER AGREEMENT SHALL ALSO COMPRISE THE TERMS AND CONDITIONS OF OCTOPUS CARD FUNCTION ON CCB (ASIA) OCTOPUS UNIONPAY DUAL CURRENCY CREDIT CARD.**

## 1. DEFINITIONS

In this Agreement, the following words have the corresponding meanings:

**"CCB (Asia)"** means China Construction Bank (Asia) Corporation Limited.

**"Card"** means any credit card (including any replacement and subsequently renewed credit card) issued by CCB (Asia) from time to time, whether it be VISA, Mastercard or UnionPay. Where the context permits or requires, a Card includes a supplementary card. For UnionPay Dual Currency Credit Card, the Card shall comprise a HKD Card Account and a RMB Card Account.

**"Cardmember"** means the person to whom the Card is issued and, where the context permits or requires, includes the Supplementary Cardmember(s).

**"Card Account"** means the account with CCB (Asia) in respect of the Card. For UnionPay Dual Currency Credit Card, Card Account means either the HKD Card Account or the RMB Card Account or both in respect of the Card.

**"Electronic Service"** means the Card related services available from CCB (Asia)'s electronic channels, including CCB (Asia)'s website and mobile application software.

**"Fee Schedule"** means the CCB (Asia) Credit Card Fee Schedule as amended or modified from time to time, a copy of which is available by calling the CCB (Asia) Credit Card 24-hour Customer Service Hotline at 317 95533 for VISA and Mastercard Credit Card or 317 95566 for UnionPay Dual Currency Credit Card or at CCB (Asia)'s website at [www.asia.ccb.com](http://www.asia.ccb.com).

**"Fees and Charges"** means the fees and charges set out in the Fee Schedule.

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

**"HKD"** means Hong Kong Dollar(s), being the lawful currency of Hong Kong.

**"HKD Card Account"** means an account in HKD opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.

"I", "me", "my" and "myself" means the Cardmember.

**"JETCO"** means Joint Electronic Teller Services Limited.

**"Macau"** means the Macau Special Administrative Region of the People's Republic of China.

**"Mainland China"** means the People's Republic of China excluding Hong Kong and Macau.

**"Mastercard"** means Mastercard International (and any successor or assign).

**"OCL"** means Octopus Cards Limited.

**"Octopus card"** means a stored value card or product issued by OCL.

"Password" means the identification made available to or selected by me and used (together with the Username) to access the Electronic Service provided by the CCB (Asia).

**"Personal Data"** means the personal data relating to me.

**"PIN"** means all personal identification number(s) selected by me for the purpose of identifying me for certain transactions made through the use of the Card.

**"RMB"** means Renminbi, being the lawful currency of the People's Republic of China.

**"RMB Card Account"** means an account in RMB opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.

**"Statement of Account"** means the monthly or other statement arising from the Card Account sent to me setting out, among other things, the charges and other financial liabilities owed as at that date by me.

**"Supplementary Cardmember"** means any person nominated by the Cardmember and to whom a supplementary card is issued.

**"UnionPay"** means China UnionPay Company Limited, a joint stock limited liability company established in the People's Republic of China.

**"Username"** means the user identification made available to or selected by me and used (together with the Password) to access the Electronic Service.

**"VISA"** means Visa International Service Association (and any successor or assign).

## 2. APPLICATION OF THIS AGREEMENT

2.1 I understand, acknowledge and consent that all facilities made available to me in respect of the Card or the Card Account are subject to the terms and conditions of this Agreement from time to time in force and any other applicable terms and conditions. I shall become subject to such terms and conditions (if not already so subject) by signing, activating or using the Card or permitting its use.

2.2 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of any Cardmember.

## 3. USE OF THE CARD

3.1 The Card - I shall sign and activate the Card upon its receipt and keep the Card in a safe place. I shall be liable for all losses as a result of any failure or delay in so doing. The Card remains the property of CCB (Asia) at all times and shall be returned to CCB (Asia) upon request.

3.2 PIN - I shall handle with due care any PIN or Password for use with the Card and keep such PIN or Password (if applicable) confidential. In particular, I agree:

- to destroy the original printed copy of any PIN or Password;
- not to allow anyone else to use the Card, any PIN or Password;
- not to write down any PIN or Password on the Card or on anything usually kept with or near the Card;
- not to write down or record any PIN or Password without disguising it;
- that, whenever I choose a PIN or Password, I will not disclose such number that is likely to be guessed by a third party for example, my date of birth or the date of birth of a Supplementary Cardmember or relative or any part of any of my telephone numbers; and
- not to use the PIN or Password for accessing other services (for example connection to the Internet or other websites).

I shall be liable for all losses resulting from any failure to choose a PIN or Password, or handle the Card, a PIN or Password, with due care. I agree to accept full

responsibility for all consequences, losses and/or liabilities arising or incurred as a result of the PIN or Password being known to another person for whatever reason (other than negligence of CCB (Asia) and shall include CCB (Asia) for any loss or damage reasonably incurred by it.

3.3 **Validity, Expiry and Renewal** - The Card shall expire on the last day of the month indicated thereon (unless terminated earlier). I must return the Card to CCB (Asia) upon request. The renewal of the Card shall be at CCB (Asia)'s discretion. The Card is not renewed if any other outstanding balances of my Card Account(s) become due and payable immediately. Any renewal of the Card is subject to my right to cancel the Card by giving CCB (Asia) written notice within thirty (30) days from the date of renewal of the Card.

3.4 **Acceptance of Cards by Merchants** - CCB (Asia) is not liable or responsible if (i) my Card is not accepted or honored by any merchant for any reason whatsoever, and/or (ii) CCB (Asia) refuses to grant credit authorization for any purchase notwithstanding the availability of credit in my favour under my Card Account. Further, I will not hold CCB (Asia) liable or responsible in respect of any product or service purchased through the Card or any benefits given to me or other persons. In case I wish to cancel any direct debit transaction(s) or authorization(s) effected in respect of the use of the Card with any merchant, I shall arrange cancellation with the relevant merchant. The existence of any claim or dispute between any merchant and myself shall not relieve my obligation to settle any sum outstanding with CCB (Asia). Subject to Clause 9 below, my failure to sign any credit card sales draft or cash advance voucher will not relieve my liability to CCB (Asia) in respect of the relevant transactions effected by use of the Card.

## 3.5 Credit Limit

(i) **Combined credit limit for VISA, Mastercard and UnionPay Dual Currency Credit Card** - I will be given a combined credit limit expressed in HKD (inclusive of a cash advance limit) which will be the maximum allowable outstanding balance in respect of all my VISA, Mastercard and UnionPay Dual Currency Card Account(s) at any time. Within such combined credit limit, CCB (Asia) may further, if applicable, determine a pre-set credit limit in respect of a Card Account.

(ii) **Right to Vary** - CCB (Asia) may vary the combined credit limit, pre-set credit limit and/or cash advance limit for VISA, Mastercard and UnionPay Dual Currency Credit Card, (collectively the "Limits") at its discretion from time to time. For details of the maximum allowable outstanding balance and/or the limits, I may contact CCB (Asia). My Limits will be shared between me and all of my Supplementary Cardmember(s) (if applicable). I shall strictly observe such Limits. CCB (Asia) reserves the right to decrease the Limits from time to time, without prior notice to or consent from me. CCB (Asia) may in its sole discretion permit transaction to be effected in excess of the Limits and I shall be liable for such transaction and related fees and charges (including any Overlimit Fee) in accordance with the terms of this Agreement. I understand that I may elect to opt-out of the over-the-limit facilities at any time by such means as CCB (Asia) may determine.

Notwithstanding the foregoing, I agree that CCB (Asia) shall still reserve the right to permit a transaction to be effected in excess of the Limits under such circumstances as CCB (Asia) may prescribe.

## 3.6 Use of Card

(i) The Card is issued for my personal use and is not

transferable. I shall open and maintain the Card Account to the satisfaction of CCB (Asia). I understand and agree that certain transactions (in particular, when physical presentation of the Card is required) will be effected and charged to my Card Account(s) even if the Card is not activated. I shall still be liable for all transactions effected by use of the Card, irrespective of whether the Card is activated or not. The use of the Card is subject to: (i) the combined credit limit or the pre-set credit limit for VISA, Mastercard and UnionPay Dual Currency Credit Card, in connection with the payment for any purchase of goods and/or services, payment for which may be charged to the Card Accounts; and (ii) the cash advance limit set by CCB (Asia) in connection with cash advances and/or credit facilities subject to any pre-arrangement required by CCB (Asia). CCB (Asia) is entitled to determine the channel through which I can obtain cash advance by using the Card. I understand and acknowledge that prior activation (in the manner as from time to time indicated) shall be made before overseas cash advance and overseas Automatic Teller Machine (ATM) functions are available. No other person is permitted to use my Card for charges, for identification or for any other purpose. If I allow someone else to use my Card or relinquish physical possession of my Card, I shall be liable to CCB (Asia) for payment for all charges incurred with my Card. The Card shall not be used for payment or settlement of any unlawful transactions under any applicable law. CCB (Asia) reserves the right to decline processing or paying any transaction which CCB (Asia) suspects to be an unlawful transaction under any applicable law. I may use the Card in Hong Kong, Mainland China and such other places from time to time as determined by CCB (Asia) for purchase of product and/or service at merchants or financial institutions which are using or connected to VISA, Mastercard, UnionPay and/or JETCO systems and/or for cash advances effected at ATM(s) bearing the logo of the time to time adopted by VISA, Mastercard, UnionPay and/or JETCO and such other card facilities or services as CCB (Asia) may from time to time provide or arrange.

(ii) **(Applicable to UnionPay Dual Currency Credit Card)** I acknowledge and agree that if the Card issued to me is the CCB (Asia) Octopus UnionPay Dual Currency Credit Card, it will be equipped with the Octopus card function by OCL, any use of the Octopus card function on such Card shall be subject to the terms and conditions of the Octopus Card function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card from time to time in force and I agree to be bound by them upon such use.

(iii) **(Applicable to UnionPay Dual Currency Credit Card)** I acknowledge and agree that if the Card issued to me is the CCB (Asia) Octopus UnionPay Dual Currency Credit Card, it will be equipped with the Octopus card function by OCL, any use of the Octopus card function on such Card shall be subject to the terms and conditions of the Octopus Card function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card from time to time in force and I agree to be bound by them upon such use.

## 4. FEES AND CHARGES

4.1 **Fees and Charges** - I agree the following Fees and Charges shall be levied on my Card Accounts. MORE DETAILS ARE AVAILABLE AT THE CARD. I CONFIRM THAT I UNDERSTAND THESE FEES AND CHARGES.

**Annual Membership Fee** - Unless informed otherwise, an annual fee will be chargeable.

**Benefits Fees** - I agree I will be subject to the applicable terms and conditions for the enjoyment of certain Card benefits; failing which, I shall be entitled to enjoy such benefits or I will be charged the relevant fees (as determined by CCB (Asia) at its discretion).

**Card Replacement Fee** - A Card replacement fee will be charged per replacement Card.

**Cash Advance Fee** - A handling fee will be charged for every cash advance transaction made.

**Credit Balance Refund Handling Fee** - Withdrawal of any credit balance of my Card Accounts will be subject to a handling fee.

**Credit Card Repayment Service Fee at Designated Payment Affiliates** - A handling fee will be charged for every payment transaction made through any designated payment affiliate of CCB (Asia).

**Credit Reference Letter Handling Fee** - Issuance of a credit reference letter will be subject to a handling fee.

**Credit Card Paper Statement Fee** - A service fee will be charged per quarter if I choose to receive the paper statement.

**Fee relating to Foreign Currency Transactions (Applicable to VISA and Mastercard Credit Card)** - A fee will be charged for every transaction effected in a currency other than HKD.

**Fee relating to Settling Foreign Currency Transactions in Hong Kong Dollars** - A fee will be charged by Visa, Mastercard or UnionPay (if applicable) on a foreign currency transaction which has been simultaneously converted into HKD by an overseas merchant or a merchant registered outside Hong Kong at the point of sale.

**Finance Charge** - In respect of cash advance, the applicable finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if you pay the outstanding balance in full on or before the payment due date (each as shown in the Statement of Account), no finance charge will be levied. If (for a cash advance or retail purchase) the amount paid is less than the whole outstanding balance, a finance charge will be applied to the retail purchase (at the interest rate shown on the Fee Schedule) based on:

- the unpaid balance (shown in the previous Statement of Account) from the Statement Date immediately preceding the date of advance (shown in that Statement of Account) until payment in full; and
- the amount of each new transaction being posted since the Statement Date (from the transaction date until payment in full).

The applicable finance charges in respect of cash advances and retail purchases are specified in the Fee Schedule.

**Foreign Currency Check Processing Fee** - Foreign currency checks) other than the specified currency of the relevant Card Account(s) which CCB (Asia) may at its discretion accept will be processed subject to a handling fee. For the avoidance of doubt, RMB check will not be accepted.

**Late Payment Fee** - If I fail to pay in full the respective "Minimum Payment" on or before the "Payment Due Date", each as set out in the Statement of Account, in respect of any of my Card Account(s), a late charge or late charges will be imposed on each of the relevant overdue Card Account(s).

**Overlimit Fee** - An overlimit fee will be charged once per each Statement of Account if the outstanding balance as at the date of the Statement Date as set out in the Statement of Account exceeds the combined credit limit or the pre-set credit limit for VISA, Mastercard and UnionPay Dual Currency Credit Card.

**Sales Draft Retrieval Fee** - Retrieval of a sales draft copy will be subject to a handling fee.

**Statement Retrieval Fee** - Retrieval of a copy of a Statement of Account will be subject to a handling fee. I agree to pay such other reasonable fees and charges as

notified by CCB (Asia) from time to time (including, without limitation, (i) fees and charges relating to the processing of cash payments; and (ii) fees and charges specified in any application form, product feature leaflet or other marketing or promotional materials in relation to the Card).

- Late Payment Fee and Overlimit Fee; then
- Cash Advance Fee; then
- Sales Draft Retrieval Fee, Card Replacement Fee, Credit Card Paper Statement Fee, Statement Retrieval Fee, and other Fees and Charges; then
- Annual Membership Fee; then
- Finance Charge for cash advance interest; then
- Finance Charge for interest on purchases; then
- Monthly installments balance; then
- outstanding balance with the highest Annualized Percentage Rate (APR); then
- any remaining portion to the other outstanding balances in descending order based on the applicable APR; then
- any other amount payable under this Agreement.

For the avoidance of doubt, the balances under clauses (viii) and (ix) include the amount(s) payable under promotion program(s), if any, that may be implemented from time to time, outstanding balance in respect of cash advance and outstanding balance in respect of purchases.

## 5. DEFAULT AND INDEMNITY

5.1 **Default** - If I fail to pay any amount due under this Agreement on its due date, my right to use the Card may be revoked or suspended. I shall also immediately become liable to pay the total amount charged to the Card (whether or not the purchase transactions made have been posted to the Card Accounts), including the interest, all fees and the full annual fee, late charges and other charges whether incurred in Hong Kong, Mainland China or elsewhere.

5.2 **Collection Costs** - If CCB (Asia) refers the collection of my Card Accounts to a collection agency and/or a lawyer, I shall be liable to pay the reasonable costs and expenses of such collection agent and/or lawyer and such other reasonable costs and expenses reasonably incurred by CCB (Asia) in recovering such payment and enforcing CCB (Asia)'s rights.

5.3 **Indemnity** - I shall indemnify CCB (Asia) on demand, for such amount of loss, damage, costs and expenses (including all reasonable legal and debt collection costs and expenses) which CCB (Asia) may reasonably incur by reason of any transaction effected through the use of a Card or any default by me in respect of any provision of this Agreement.

## 6. DATA PRIVACY

6.1 **Privacy Notice** - I acknowledge, confirm and agree that CCB (Asia) may and may continue to obtain, use, store, transfer and disclose (whether within or outside Hong Kong) Personal Data for such purposes and to such persons in accordance with its policies on the use and disclosure of personal data as set out in its privacy policies or any other statements, circulars, notices or terms and conditions from time to time made available by

CCB (Asia) to its customers. Accordingly, CCB (Asia) may obtain the Personal Data from, or provide the Personal Data to, among others, credit reference agencies, banks, any affiliate or group companies of CCB (Asia), government and regulatory bodies and to the police as selected business partners and third party service providers and, in the event of default, debt collection agencies.

6.2 **Credit Reference Agencies** - I acknowledge and confirm that I am aware that, in considering my application for a credit report is obtained and considered, I acknowledge that I have the right, on request, to be informed of what information is routinely disclosed by CCB (Asia) to credit reference agencies or debt collection agencies and be provided with further information to enable me to make an access and/or objection request to the relevant credit reference agency and/or debt collection agency.

6.3 **Transfer of Personal Data** - Without prejudice to the foregoing, I authorize CCB (Asia) to disclose and transfer the Personal Data and the information about my Card Account confidentially to:

- any third party service providers (located in Hong Kong or otherwise) to provide me with administrative services and retain such relevant records in connection with the operation of Card Accounts and marketing of Card Account services;
- any affiliate or group companies of CCB (Asia) or its licensees worldwide; and
- to any third party whose name or logo appears on the Card worldwide.

I further authorize CCB (Asia) to use and disclose the Personal Data and the information provided in connection with my Card Accounts for the purpose of updating my Card Accounts and the information about my Card Account may be held by any affiliate, group companies or agent of CCB (Asia), marketing purposes (including, without limitation, (i) the marketing of products and/or services of any affiliate, group companies or agent of CCB (Asia) and/or selected business partners; and/or (ii) the exchange of non-financial information with any affiliate, group companies or agent of CCB (Asia) and/or selected business partners) and any other purpose as CCB (Asia) may from time to time notify me.

6.4 **Right to Request Access** - I confirm that I am aware of my entitlement as any time to request access to information held by CCB (Asia) about my Card Accounts and update and correct such information. CCB (Asia) may impose a reasonable charge to cover the costs of compliance with such requests. Requests should be addressed to CCB (Asia) and marked for the attention of the Data Protection Officer (Address: China Construction Bank (Asia) Corporation Limited, 19/F, CCB Centre, 18 Wang Chiu Road, Kowloon Bay, Kowloon).

6.5 **Lost CARD LIABILITY**

7.1 **Report of Lost or Stolen Card** - If the Card is lost or stolen or the PIN is known (or suspected to be known) by anyone other than myself, I shall immediately report the Card bearing the same account number as the Card, I will as soon as reasonably practicable report to CCB (Asia) by calling the 24-Hour Lost Card Hotline at (852) 317 95533, or other telephone numbers set out in the Fee Schedule, from time to time to report the event should be promptly reported to the police and the police report should be produced to CCB (Asia) if requested. While I am in overseas, I should notify Visa, Mastercard or UnionPay at the appropriate time.

7.2 **Liability** - I shall be fully liable for all transactions effected through a lost or stolen Card or through unauthorized use of the PIN or counterfeit card occurring prior to the time

the loss or theft was reported to CCB (Asia) in the manner described above, provided that if CCB (Asia) considers (in its sole opinion) I have acted in good faith and with due care and diligence and to have reported the loss or theft to CCB (Asia) and to the police in the manner described above, my maximum liability for unauthorized transactions made through the Card (not including cash transactions) before the loss or theft is reported to CCB (Asia) shall not exceed HKD5000 on each occasion.

7.3 **Replacement Card Fee** - Issue of any replacement Card shall be at CCB (Asia)'s discretion. CCB (Asia) may charge me a fee (as specified in the Fee Schedule) for the replacement of the lost or stolen Card and debit the same to the Card Account.

I understand and acknowledge that I shall be liable for all losses suffered by CCB (Asia) if I (and/or any Supplementary Cardmember(s)) have acted fraudulently or with gross negligence.

## 8. PAYMENTS

8.1 **Liability of the Cardmember**

- I shall be liable to CCB (Asia) for all amounts charged to my Card (whether or not the transaction have been posted to the Card Accounts), including cash advances, all interest, all fees and other charges, whether made in Hong Kong, Mainland China or elsewhere;
- (Applicable to VISA and Mastercard Credit Card) I agree that all transactions (including cash advances) on the Card Account not made in HKD shall be converted to HKD using the applicable VISA or Mastercard exchange rate (as appropriate) on the date of conversion and posted to my HKD Card Account. I agree to accept the exchange rates without dispute.
- (Applicable to UnionPay Dual Currency Credit Card) I agree that:

- all transactions (including cash advances) made in Hong Kong or overseas, excluding Mainland China (irrespective of the currency of such transactions) shall be posted to my HKD Card Account;
- subject to sub-clause (c) below, all transactions (including cash advances) made in Mainland China (irrespective of the currency of such transactions) shall be posted to my RMB Card Account;
- certain transactions (including cash advances) made in RMB may be posted to my HKD Card Account and conversion and posted to my HKD Card Account;
- all transactions (including cash advances) which are effected by use of the Card in currency other than HKD and RMB made outside Mainland China shall be converted to HKD using the applicable UnionPay exchange rate on the date of conversion and posted to my HKD Card Account. I agree to accept the exchange rates without dispute.
- All Fees and Charges in respect of my HKD Card Account shall be posted to my HKD Card Account.
- All Fees and Charges in respect of my RMB Card Account shall be posted to my either HKD or RMB Card Account as set out in the Fee Schedule.
- I agree and authorize CCB (Asia) to debit the Card Account for all the amounts payable by me to CCB (Asia) on the relevant due dates. Without prejudice to the right of CCB (Asia) to demand immediate payment of the full amount outstanding at any time, I shall be liable to CCB (Asia) for the minimum payment of my Card Account(s) indicated in each Statement of Account on or before the due date specified therein.

## 8.2 Currency

(i) All my Card Account payments must be settled in the corresponding currency of the Card Account. Payment is only treated as effective once the have been received by CCB (Asia). All payments (including Cash Card Account payments made by check(s)) in currency that is different from the currency of the Card Account will be accepted at the discretion of CCB (Asia). The payment shall be converted into the currency of the Card Account and, where applicable, using prevailing exchange rate adopted by CCB (Asia). I agree to accept the exchange rates without dispute. If CCB (Asia) agrees to accept such payment method, only the net amount actually received (less all applicable Fees and Charges) will be credited to the Card Account.

(ii) **(Applicable to UnionPay Dual Currency Credit Card)**, I shall always specify clearly in respect of which Card Account(s) my payment(s) are made for settlement. In particular, all my HKD Card Account true and correct and binding on me. I hereby waive the need for any presentation of the charge/sales drafts in proof of transactions set out in the Statement of Account.

## 8.3 Excess Credit

(i) CCB (Asia) shall have the right (in its absolute discretion) to refuse the payment of any sum of money into my Card Account in excess of the outstanding balance of my Card Account. CCB (Asia) may retain in the Card Account any sum of money, or apply toward offsetting against any of my indebtedness owed to CCB (Asia), by such means as CCB (Asia) may determine, any excess sum deposited in settlement of the outstanding balance of my Card Account.

(ii) **(Applicable to UnionPay Dual Currency Credit Card)** Subject to CCB (Asia)'s rights under Clause 18 below, any excess payment in my HKD Card Account shall not be used to settle any outstanding balance of my RMB Card Account, and vice versa, unless I request otherwise and as approved by CCB (Asia).

8.4 **Refund of Excess Credit** - I agree that any excess credit in my Card Account will be returned to me, upon my request, in such manner as CCB (Asia) deems appropriate, provided that such excess credit is available in the Card Account at the time of the request. I shall not be entitled to a refund of the excess credit if I have used the Card or the Card Account in relation of such request.

8.5 **Refunds** - I understand and agree that any amount refunded from any transaction or otherwise recovered in relation of my Card Account will be returned to me, upon my request, in such manner as CCB (Asia) deems appropriate, provided that such excess credit is available in the Card Account at the time of the request. I shall not be entitled to a refund of the excess credit if I have used the Card or the Card Account in relation of such request.

## 9. STATEMENTS OF ACCOUNT

### 9.1 Statement of Account

- A Statement of Account will normally be issued at monthly intervals unless there are no entries covering the relevant statement period and:
  - (Applicable to VISA and Mastercard Credit Card) my Card Account has a debit balance of less than HK\$10 or has a credit balance of less than HK\$10 or has a zero balance
  - (Applicable to UnionPay Dual Currency Credit Card) both of my HKD Card Account and RMB Card Account have their respective debit balances of less than HKD10/RMB10 or both Accounts have

a credit balance of less than HKD10/RMB10 or both Accounts have a zero balance.

(ii) In case I do not receive the Statement of Account (other than due to the preceding provision), I shall promptly inform CCB (Asia) by calling the hotline shown on the Card. I understand and agree that I have received all my Statements of Account unless I inform CCB (Asia) in this way. I agree to pay CCB (Asia) in accordance with the Statements of Account and, whether I receive any of the Statements of Account or not shall in no way relieve my liability to CCB (Asia) in respect of the sums due as listed in such Statement of Account.

9.2 **Errors in the Statement of Account** - The entries in the Statement of Account are presumed to be true and correct unless I advise CCB (Asia) in writing of an omission therein within sixty (60) days from the date of the Statement Date as set out in the Statement of Account. If no error is reported within the said period, the entries in the Statement of Account are deemed to be conclusively true and correct and binding on me. I hereby waive the need for any presentation of the charge/sales drafts in proof of transactions set out in the Statement of Account.

## 10. BONUS POINTS, BENEFIT SCHEMES AND/OR ASSOCIATION SERVICES

10.1 **Bonus Points and/or Benefit Schemes** - I understand that CCB (Asia) may from time to time introduce bonus points and/or benefit schemes that apply when I use my Card. These may entitle me to benefits, services and/or cash. In each case, these bonus points and/or benefit schemes operate in accordance with the terms and conditions of the relevant bonus points and/or benefit schemes.

10.2 **Association Services** - VISA, Mastercard or UnionPay may arrange to package or provide any privileges to be supplied to me by service providers. These services may be subject to charges from time to time with or without prior notice. CCB (Asia) is not responsible for the provision or supply of such services and does not act as an agent, representative or guarantor of such services or any such service providers. Such services are provided to me without involvement, responsibility of or written agreement with CCB (Asia). CCB (Asia) does not accept responsibility for or represent or warrant the scope, quality or any other aspect of such services or service providers and shall not assume any liability resulting from or in connection with (whether directly or indirectly) such services.

## 11. OVERSEAS TRANSACTIONS

(i) **(Applicable to VISA and Mastercard Credit Card)** All transactions effected in a currency other than HKD are converted from the transaction currency into HKD based on the exchange rate adopted by VISA or Mastercard, as applicable, on the date of conversion and charged to the Card Account. In addition, all transactions effected in a currency other than HKD are subject to the Fee relating to Foreign Currency Transactions (representing the charge imposed by VISA or Mastercard on the issue of the Card) as set forth in the Fee Schedule. I agree to accept VISA and Mastercard exchange rates as quoted from time to time without dispute.

(ii) **(Applicable to UnionPay Dual Currency Credit Card)** Save and except for transactions effected in Mainland China, all transactions effected in a currency other than HKD including transactions effected in RMB transacted in territories outside Mainland China, including without limitation, Hong Kong or Macau, shall be converted from the transaction currency into HKD based on the exchange rate adopted by UnionPay on the date of conversion and charged to my HKD Card

Account. I agree to accept UnionPay exchange rates as quoted from time to time without dispute.

## 12. INSURANCE OFFERS

I understand that CCB (Asia) may arrange to provide insurance offers for my consideration through its selected insurance companies. The relevant marketing or promotional materials, fact sheets and summaries provided by such selected insurance companies are for information only and carry no responsibility or role in describing, endorsing or otherwise promoting such insurance products. I acknowledge that I shall address all enquiries/requests to the licensed representatives of the relevant insurance company named in such materials.

## 13. ELECTRONIC SERVICE

13.1 **Username and Password** - In connection with the use of the Electronic Service by me, I shall take all reasonable steps to safeguard and ensure the confidentiality of the Username and Password at all times. In particular, I shall not disclose any details of the Username and Password to anyone else (including to the principal Cardmember or any Supplementary Cardmember (if applicable)), or to a member of CCB (Asia)'s staff, or to anyone giving helpdesk or other assistance in connection with the Card or the Electronic Service.

13.2 **Security Measures** - I shall not allow anyone else to operate the Electronic Service on my behalf. I agree that I shall be bound by the terms and conditions in respect of my use of the Electronic Services provided by CCB (Asia) as set out in the relevant electronic channels of CCB (Asia) from time to time. I agree that the use of the Username and Password for the Electronic Service is adequate identification for the Card Account, acting in good faith, is entitled to rely and act on instructions (given using the correct Username and Password via the Electronic Service) without obtaining any further written or other confirmation from me, and I shall nonetheless be responsible for all consequences arising from my use and use of the Electronic Service even if those instructions are not actually given or authorized by me.

## 14. AMENDMENTS AND ASSIGNMENT

14.1 **Amendments** - CCB (Asia) has the right to amend, at its discretion, this Agreement (including the Fee Schedule) from time to time. I understand that a notice of amendment will be sent to me each time when CCB (Asia) amends this Agreement (including the Fee Schedule). Where such amendments affect the Fees and Charges and/or my liabilities or obligations, I will be given not less than sixty (60) days' notice before such amendments take effect (unless these amendments are not within the control of CCB (Asia)). My continuing use of my Card and/or failure to settle the entire outstanding balance of the Card Account and all outstanding Fees and Charges after the expiration of such notice shall be deemed an acceptance of such amendments.

If I do not accept any amendment, I must terminate my Card by giving CCB (Asia) a written notice of termination within thirty (30) days after the date of the notice of amendment. CCB (Asia) reserves the right to demand return of the Card (which should be cut into halves). I will still be responsible for all Fees and Charges incurred despite such termination, provided that I have not used the Card. Pending such repayment, CCB (Asia) will be entitled to continue charging a late charge. Continued use of a terminated Card is strictly prohibited and may be unlawful.

14.2 **Assignment and Waiver** - I hereby agree that CCB (Asia) may assign, discount or otherwise transfer all or any part of its rights and/or obligations under the Card Accounts to this Agreement without notice to me.