# <u>「建行(亞洲)商務卡合約」</u>

重要!請仔細閱讀及確保信用卡會員及公司完全明白下述之條款及細則。 如任何信用卡會員及/或公司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,並通知中國建設銀行(亞洲)股份有限公司。此文件連同服務 收費一覽表合共為商務卡合約(「合約」)。信用卡會員及公司一經使用信用卡 (包括確認新卡或只保留信用卡賬戶),即表示接納合約,並受其所約束。

### 1. 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)所發的建行(亞洲)商務卡(包括任何 補發及期滿續發之信用卡)(由港幣及人民幣信用卡賬戶構成之銀聯

「信用卡會員」指獲發信用卡之公司員工。

「信用卡賬戶」指於建行(亞洲)持有的信用卡的相應賬戶。

「公司」指任何以信用卡履行此合約之公司(及任何其承繼人)。

「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」指建行(亞洲)商務卡服務收費一覽表,其副本可 致電建行(亞洲)銀聯雙幣信用卡 24 小時客戶服務熱線 317 95568 或上網 www.asia.ccb.com(如適用)索取。

「收費及費用」指載於服務收費一覽表之收費及費用,及公司根據 此合約應繳付之其他費用。

**「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。

**「他/她」、「他的/她的」**指信用卡會員。

「香港」指中華人民共和國香港特別行政區。

「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。

「私人密碼」<br/>指在信用卡會員及 / 或公司使用以接達電子服務,連同 用戶姓名,提供予信用卡會員或信用卡會員所選擇的電子鑑定號碼/

「個人資料」指與信用卡會員有關之個人資料。

「PIN」指信用卡會員自訂用作在信用卡進行交易時可供確認他 / 她之 身份的所有個人身份證明密碼。

**「人民幣」**指人民幣,中國內地的法定貨幣。

「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信用卡會員及公司的月結單或其他 賬單,月結單上載有(其中包括)公司於該日所結欠之費用及其他

「銀聯」指中國銀聯股份有限公司,於中國內地成立之股份有限責任

「用戶姓名」指在信用卡會員使用以接達電子服務,其連同信用卡

<u>信用卡會員人民幣卡賬戶。</u>

<u>信用卡會員港幣卡賬戶。</u>

<u>人民幣卡賬戶。</u>

以信用卡於香港或海外(不包括中國內地)進行的所有

<u>在以下第 (iii) 條款規限下,以信用卡於中國內地</u>

進行的所有交易(包括現金透支,如適用)將誌賬於

銀聯採用的匯率折算為港幣,並誌賬於信用卡會員

港幣卡賬戶。就建行(亞洲)不時宣佈的折算匯率,

服務收費一覽表誌賬於信用卡會員港幣卡或

進行),將誌賬於信用卡會員港幣卡賬戶。

(iii) 由於清算安排,某些以人民幣為貨幣單位的交易,

(iv) 港幣及人民幣以外貨幣的所有交易將按折算日由

<u>信用卡會員及公司同意接受及不提出爭議。</u>

(v) <u>就港幣卡賬戶而產生的所有收費及費用,將誌賬於</u>

(vi) <u>就人民幣卡賬戶而產生的所有收費及費用,將按照</u>

信用卡會員及公司同意及授權建行(亞洲)於有關到期日

根據本合約從有關信用卡賬戶收取公司所有須付款項(包括

將可能誌於信用卡會員港幣卡賬戶。

交易(包括現金透支,如適用)(無論交易以任何貨幣

會員的「私人密碼」,提供予信用卡會員或信用卡會員所選擇的電子 鑑定號碼/字母。

信用卡是建行(亞洲)應公司之要求簽發予信用卡會員。建行(亞洲) 可在其獨有及絕對酌情權下批核任何及所有信用卡申請。

- 3.1 信用卡 信用卡(包括任何補發及其後續發之信用卡)於任何 時候均屬建行(亞洲)所有,並須在建行(亞洲)要求下即時 退還。信用卡會員在收到信用卡時當立即在卡上簽名並確認 新卡,並保存信用卡在安全之地方。<u>如因為未能或延遲履行</u> 上述之行為而引致損失,公司須負上全責。建行(亞洲)可在 其獨有及絕對酌情權下決定於任何時候,基於任何原因(包括 但不限於建行(亞洲)收到公司發出對信用卡之終止或取消之 指示),以展示、刊登或其他建行(亞洲)認為合適之方式 給予信用卡會員合理通知,終止或取消信用卡或更改信用卡 會員之任何信用卡權益之條款及細則。信用卡之終止或 取消或任何條款及細則之更改將於有關通知所示之日期起 生效。如信用卡會員於該更改通知書的生效日期後繼續持有或 使用該信用卡,任何有關之更改均對信用卡會員及公司具有 信用卡會員明白信用卡之唯一用涂是用以支付他 / 她受僱於
  - 公司期間所產生之業務開支。公司可在其獨有及絕對酌情 權下決定可由信用卡會員所支付之業務開支之範疇,而信用卡 會員須向公司繳付以信用卡支付該範疇以外之任何及所有 費用及 / 或開支。為免生疑問,任何及所有信用卡會員與公司之 間有關信用卡或任何使用信用卡之紛爭(包括但不限於就使用 信用卡而產生之任何一筆金額、費用及/或收費是否在公司 <u>指定之業務開支範疇內之爭拗)須由信用卡會員與公司自行</u> 解決及在任何情況下均不會影響公司在本合約內之付款或
- 3.2 私人密碼 信用卡會員須小心及適當處理任何連同信用卡 所用之私人密碼(如適用者),及將該私人密碼保密。同時 信用卡會員同意
  - (i) 應當銷毀印有任何私人密碼的通知正本;
  - 不容許任何人士使用信用卡或任何私人密碼
  - 不得將任何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;
  - 若以任何方式寫下任何私人密碼時,必須加以掩飾 使人難以辨認;及
  - 在信用卡會員選取私人密碼時,他/她須當心不會 選取可讓第三者輕易猜中的數字,例如避免使用 他/她或任何親友之生日日期或他/她的任何電話 號碼之任何部份;及
  - (vi) 不得將任何私人密碼接駁其他服務(如接連互聯網或 其他網址)。

如因為未能妥善選擇私人密碼或妥善處理信用卡或私人密碼 <u>而引致損失,公司須負上全責。公司同意就私人密碼因任何</u> 原因(因建行(亞洲)的疏忽除外)外洩予任何人士而引致之

一切後果、損失及 / 或責任,公司須獨自負上全部責任,並會 為由此而令建行(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 信用卡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)。
- 3.4 失效期及續期 建行(亞洲)可在其獨有及絕對酌情權下決定 是否續發信用卡。如信用卡不獲續期,該信用卡賬戶全部 未清繳款項將立即到期,並須立即清繳。信用卡會員必須應 建行(亞洲)之要求,寄還信用卡予建行(亞洲)。信用卡會員 及/或公司有權於信用卡續期日起計三十(30)日內,向建行 (亞洲)發出書面通知,取消信用卡。在此情況下,公司毋須 繳付會員年費(定義見下文第4條條款)。
- 3.5 聯營商號 在下述情況下,信用卡會員及公司均不須建行 (亞洲)負上或承擔任何責任:(i)任何聯營商號因為任何原因 拒絕接受信用卡;及 / 或(ii)建行(亞洲)拒絕就任何交易授出 信用授權,儘管信用卡會員之信用卡賬戶仍有可供使用之 信用限額。此外, 建行(亞洲)亦毋須就信用卡會員或信用卡 會員之代表(如被獲認可)透過信用卡獲取之優惠或購買之 產品或服務負上或承擔任何責任。任何聯營商號與信用卡 會員之間出現之任何申索或糾紛,並不會免除公司繳付 信用卡欠款予建行(亞洲)之責任。
- 3.6 信用限額 建行(亞洲)可在其獨有及絕對酌情權下決定 信用卡會員信用卡賬戶之信用限額。建行(亞洲)給予信用卡 會員之信用限額以港幣為貨幣單位(包括現金透支限額 如適用)。信用限額即為信用卡會員於任何時候最高可結欠 之總金額。有關最高可結欠之總金額及信用限額之詳情 信用卡會員可與建行(亞洲)聯絡。信用卡會員須嚴格遵守 該信用限額。建行(亞洲)保留權利,可於任何時候,隨時 調低信用限額。建行(亞洲)可在其獨有酌情權下准許交易 <u>超出信用限額,公司須就該等交易款項及有關收費及費用</u> (包括過額費用)按本合約的條款獨自負上全責。信用卡會 員明白其可透過建行(亞洲)指定之途徑選擇不使用超出限 額之信貸服務。儘管有以上選擇,信用卡會員及公司同意 建行(亞洲)仍保留權利按其規定之情況下准許其超出信用限
- 3.7 信用卡之使用 簽發信用卡的目的在使信用卡會員於建行 (亞洲)所定之信用限額內支付信用卡會員於受聘於公司期間 所產生之業務開支,包括在受聘於公司期間支付任何購買 貨物及/或服務之價款,所付款額將入賬於信用卡賬戶內。 信用卡會員須以建行(亞洲)滿意之方式開立及維持信用卡 賬戶。此信用卡不得轉讓。任何其他人士均不准使用信用卡 作記賬、鑑別或任何其他用途。如信用卡會員容許他人使用 信用卡或自動放棄管有信用卡,將不會影響信用卡會員或 公司向建行(亞洲)支付信用卡任何欠款之付款責任。建行 (亞洲)保留權利拒絕處理或支付建行(亞洲)懷疑屬於任何 適用法例所指之非法之交易。於現金透支適用之情況下 建行(亞洲)有權決定信用卡會員透過使用信用卡以獲取現金 透支之途徑。信用卡會員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(以不時通知的啟動方式),方能 使用。信用卡不得轉讓。任何其他人士均不准使用信用卡

會員之信用卡作記賬、鑑別或任何其他用途。如信用卡會員 容許他人使用該信用卡或自動放棄管有該信用卡,公司須就 信用卡被使用所引致的所有款項向建行(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。建行(亞洲)保留權利拒絕處理或支付建行(亞洲)懷疑 屬於任何適用法例所指之非法之交易。

4.1 收費及費用 - 信用卡會員及公司同意以下之收費及費用將 從信用卡會員之信用卡賬戶中扣除。<u>詳細的資料載於服務</u> 收費一覽表上。信用卡會員及公司確認明白該等收費及

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 - 信用卡會員及公司同意,為了享用某些信用卡 優惠,信用卡會員及公司須符合有關之條款及細則,否則 信用卡會員及公司可能不合乎資格享用該等優惠,或建 行(亞洲)將會向信用卡會員及公司收取相關費用(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

現金透支服務(如適用) - 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結存 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

財務費用 - 就現金透支交易而言(如適用),財務費用會 <u>由透支日期起計算,直至全數清還為止。</u>就**購物簽賬**而 言,若信用卡會員及公司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,則毋須就月結單上之欠款 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),則須根據以下條款繳付財務

- (i) <u>所有未清付的結欠(顯示於上一期月結單內)須從到</u>
- (ii) 所有前一個月結單日後記誌的新交易款項須根據交

**兑現外幣支票手續費** - 對於兑現外幣支票(建行(亞洲)可在其

之前全數繳付月結單列明之「最低付款額」,建行(亞洲)將會

建行(亞洲)將會就每期月結單收取過額費用。

就每張收取手續費。

所有合理的支出);及(ii)建行(亞洲)得到賠償其於追討 信用卡之總結欠時而引致之任何合理損失(包括所承受之 全部合理費用(包括按律師與客戶所訂基準計算之律師費) 及合理支出)。在欠款償還前,建行(亞洲)有權繼續收取

逾期費用。信用卡會員於信用卡被終止後不得繼續使用

14.4 結束信用卡賬戶 - 如信用卡賬戶在終止後尚有結餘,公司 須與建行(亞洲)作出安排,在信用卡賬戶終止日期起的 六(6)個月內收回該結餘。如公司未能在上述指定限期內 收回結餘,建行(亞洲)有權(毋須給予事先通知)於公司 取回結餘前,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。

信用卡會員及/或公司須立刻通知建行(亞洲)任何其個人資料之 改變(包括居住地址、辦公室或通信地址,及/或電話號碼及任何 財務及職業狀況之更改)。信用卡會員及公司明白其各自的通信 地址須位於香港。如郵件不能郵遞或送遞至信用卡會員或公司 所指定之通信地址,建行(亞洲)有權使用在其記錄中的信用卡 會員或公司之任何其他地址。

- 是否以公司個人或與其他人聯名名義管有,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公司對建行(亞洲)的其他 戶口或任何有關的信用卡會員及/或公司的義務及責任 不論該義務及 / 或責任是否屬於現在的或將來的,真實的或 可能發生的,基本的或附屬性的,多項的或共同的, 有抵押的或沒有可抵押的,及不論公司以任何身份拖欠 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、申請或轉賬涉及由一種貨幣兑換至 另一種貨幣時,該外幣兑換將以當時於相關的外幣交易 市場的即時外幣兑換率為準(由建行(亞洲)最後決定)。 如屬聯名戶口,建行(亞洲)可行使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信用卡會員 及/或公司在建行(亞洲)的義務及責任。建行(亞洲)將在 合理可行的最短時間內向公司通告有關此條款之執行。
- 收入以償還公司對建行(亞洲)應履行的義務及/或責任。
- 16.3 其他權利 建行(亞洲)於第 16 項條文下的權利是額外及 沒有損害任何由法律授予建行(亞洲)的留置權或其他 權力。建行(亞洲)的權力適用於所有公司對建行(亞洲)的 債務,無論該債務或其他部份是由任何戶口或以任何形式

# 17. 口頭指示

在提供信用卡服務的過程中,建行(亞洲)(但並非必須)可能需要以

收取補發新卡費用。

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。

費用(利率載於服務收費一覽表)

- 期日前一個月結單日起計息直至所有款項清繳為止;
- <u>易日期起計息,直至所有款項清繳為止。</u>

酌情權下決定是否接受兑現),建行(亞洲)將會收取手續費。 逾期費用 - 如公司未能於月結單所示之「到期繳款日」或

過額費用 - 如賬戶總結欠超出該信用卡賬戶之信用限額,

**購物單據檢索費** - 對於銷售單據檢索副本,建行(亞洲)將會

月結單檢索費 - 對於月結單檢索,建行(亞洲)將會就每份 收取手續費。

(包括但不限於(i)有關處理現金付款時所收取之其他收費及 費用;及(ii)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及費用)。 4.2 付款次序 - 收費及費用須以建行(亞洲)不時指明及其日常

公司同意支付建行(亞洲)不時指明的其他合理費用及收費

- 事務規程及程序所接受之方法及方式繳付。信用卡會員所 支付之任何款項須按下述先後次序支付
- (ii) 現金透支費用;之後
- 其他費用及收費;之後

- (vii) 分期付款之每月供款金額;之後
- 其他未清還金額(依其適用的實際年利率,按遞降次序
- (x) 任何其他根據本合約的應繳款項。

為免存疑,在(viii)及(ix)條所指之未清還金額包括於不時 推出的優惠計劃(如有的話)下之結欠金額及購物簽賬之結欠

### 5. 失責及賠償

- 5.1 失責 如信用卡會員及公司未能按本合約履行任何付款之 記入信用卡賬戶),包括利息、所有費用及全數會員年費、 逾期費用及其他收費(不論在香港或外地)。
- 欠款之事宜委託追討代理人及/或律師,公司須獨自負責繳付 <u>該追討代理人及 / 或律師之合理收費及費用及建行(亞洲)因追</u> 討款項及強制執行其權利所產生之合理成本及支出。
- 會員及公司未能履行本合約任何之條文,因而引致任何合理 損失、損害、收費及費用(包括所有合理之訴訟費、法庭收費 律師費及債務追討代理人的費用及支出),公司將在建行

6.1 私隱通知 - 信用卡會員明白、確認及同意,建行(亞洲)可以 並可一直按建行(亞洲)不時給予其客戶之聲明、通告、 私隱通知或條款及細則列明之有關使用及透露個人資料政策 中所載之用途及人士,收集、使用、儲存、轉交及透露 <u>(不論在香港或外地)個人資料。</u>因此建行(亞洲)可以向信貸 資料機構、他/她之僱主(包括但不限於公司)、銀行,任何 建行(亞洲)之聯營機構或同集團公司,政府及監管機構, 代理人,承包商及第三方服務供應商及在拖欠債務的 情況下,向債務追討代理人,收集或提供個人資料。

授權建行(亞洲)向以下人士或機構,保密地透露或轉交 個人資料及其信用卡賬戶資料:(i)為信用卡會員提供及負責 保留有關信用卡賬戶運作之行劢服務及資料保管,及提供 信用卡推廣服務之任何第三服務供應商(不論在香港境內 與否);(ii)建行(亞洲)之聯營機構、同集團公司或代理; (iii)公司或其名稱或標誌顯示在信用卡上的任何世界各地的 第三者;及(iv)任何建行(亞洲)不時選取之第三方服務 供應者。 信用卡會員進一步授權建行(亞洲)使用及透露 信用卡會員之個人資料及其信用卡賬戶資料,以便更新 及/或核實建行(亞洲)之聯營機構、同集團公司或代理所持 有有關信用卡會員之任何及所有個人資料,或作推廣用途 (包括但不限於(i)推廣建行(亞洲)之聯營機構、同集團公司或 代理及/或指定商業夥伴之產品及/或服務;及/或(ii)與建行 (亞洲)之聯營機構、同集團公司或代理及/或指定商業夥伴 交換非財務性質之資料),以及用作建行(亞洲)不時知會 信用卡會員之任何其他用途。

6.2 信貸資料機構 - 在不影響前述條文的原則下,信用卡會員

6.3 轉交個人資料 - 信用卡會員確認,他/她知道他/她有權 於任何時候查閱其信用卡賬戶資料,並要求更新及改正該等 資料。建行(亞洲)有權就處理上述要求而收取合理費用。 任何關於查閲或改正資料的要求,應向資料保護主任提出 (地址:中國建設銀行(亞洲)股份有限公司,九龍九龍灣 宏照道十八號中國建設銀行中心十九樓)。

### 7. 失卡責任

- 7.1 信用卡遺失或被竊 如信用卡遺失或被竊,或有任何其他人士 知道(或懷疑外洩)信用卡之密碼,或信用卡會員及/或公司 懷疑任何偽冒信用卡與其信用卡之號碼相同,信用卡會員 及/或公司應立即致電24小時失卡熱線:(852) 317 95505或 其他建行(亞洲)不時指定之電話號碼通知建行(亞洲)。 任何上述情況,本人亦須立即通知警方及在建行(亞洲) 要求下將警方報告提供予建行(亞洲)。如該遺失或偷竊 發生於海外,信用卡會員及/或公司仍須致電上述熱線或 向任何銀聯成員作出報告,及通知當地警方。
- **7.2** 責任 公司須獨自為在按上述規定報告給建行(亞洲) 前以遺失或被盜之信用卡或密碼或以偽冒信用卡或密碼進行 未獲授權之交易負責。如建行(亞洲)(基於其獨有意見)認為 <u>信用卡會員及公司行為誠實及已盡力保護信用卡,並於</u> 信用卡遺失或被竊後,按上述指示通知建行(亞洲)及警方, 則公司就於建行(亞洲)接獲每宗信用卡遺失或被竊的通知之 <u>前所產生的未經授權之信用卡交易(不包括現金交易)的最高</u> 負責金額為港幣 500 元。
- 7.3 補發新卡費用 建行(亞洲)可在其獨有及絕對酌情權下 決定會否補發新卡。建行(亞洲)可向公司收取補發新卡之 費用(列明於服務收費一覽表中),而有關之費用可在信用卡 賬戶中扣除。

8.1 公司之責任 - 公司須獨自向建行(亞洲)負責信用卡之全部 欠款(不論交易是否已記入信用卡賬戶),包括現金透支 (如適用)、所有利息、所有費用及其他收費(不論是香港、 <u>中國內地或其他地方收取)。信用卡會員及公司同意:</u>

行使,或任何其他權利、權力或補救事宜的放棄。

如本合約之中文及英文文義有任何歧異,概以英文本為準。

香港法院的非專屬司法管轄權所管轄。

不能強制執行,合約中餘下條文之合法性、法律效力及可強制 執行性不會受影響或損害。

## 24. 積分、會員優惠及/或卡組織服務

- (亞洲)可不時推出有關其使用信用卡之積分計劃及/或 會員優惠。信用卡會員可根據有關積分計劃及/或會員優惠之 條款及細則,享用優惠、服務或禮品。
- 24.2 卡組織服務 銀聯可為信用卡會員及公司安排一系列由 服務供應商提供的服務和優惠。該等服務可不時更改而 毋須預先通知。建行(亞洲)就提供或供應該等服務毋須 負責,建行(亞洲)亦非該等服務供應商,或代理人、代 表或分銷者。就其所獲提供該等服務而言,建行(亞洲) 毋須參與、負責或訂立書面合約。建行(亞洲)就該等服務或 服務供應商之範疇、質素或任何其他方面毋須負責或作出 聲明或保證,亦毋須就該等服務所引致或有關之責任(不論 是直接或間接)負責。

信用卡會員及公司同意並接納上述條款及細則及於服務收費一覽表上之 條款及細則,亦明白此服務收費一覽表為本合約的一個不可分割部份。 信用卡會員及公司亦同意及接納若干信用卡優惠及設施(已/將會提供予 信用卡會員及/或公司)之條款及細則,亦明白此等之條款及細則為/將 為本合約的一個不可分割部份。

信用卡優惠及設施之條款及細則)及服務收費一覽表之所有條款及細則並 共同及各自地受其約束。

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但不限於收費及費用)而不作事先通知。公司表示明白並知 悉須為信用卡會員或公司行使欺詐手段或嚴重疏忽之行為 而導致建行(亞洲)之損失負上全責。在不影響建行(亞洲) 可於任何時候要求即時全數繳付欠款的權利之情況下, 公司須於月結單所示之「到期繳款日」或之前,向建行(亞洲) 繳付不少於月結單上就信用卡會員港幣卡賬戶及人民幣卡 賬戶上之各最低付款額。

- 8.2 貨幣 公司明白及確認任何及所有有關港幣卡賬戶的款項 須以港元償付,而人民幣卡賬戶須以人民幣繳款。若以港幣 繳付人民幣卡賬戶的結欠,公司須以建行(亞洲)不時指定的 方式列明,而款項將按建行(亞洲)信用卡於折算日採用的匯率 折算為人民幣。就建行(亞洲)信用卡不時採用的折算匯率, 公司同意接受及不提出爭議。有關款項須在建行(亞洲)收妥 有關軟頂實際價值方能作實。以外數(洪數或人民數除外) 支票所作之償付會否被接受將由建行(亞洲)酌情決定。 如建行(亞洲)同意接受以外幣支票償付之方式,則須待該 款項收妥以後,方能以建行(亞洲)所獲得的實際金額(扣除 所有適用的收費及費用)為限, 誌賬於有關信用卡賬戶中。 該付款是否獲建行(亞洲)接納將受限於建行(亞洲)現行之 條款及細則。
- 8.3 結餘 建行(亞洲)可將任何超出償還信用卡會員信用卡 賬戶之欠款所需金額的款項以建行(亞洲)所定方式保留在 信用卡賬戶中或退還予公司。在以下第16條款規限下, 除非公司另外要求及獲建行(亞洲)同意,信用卡會員之港幣卡 賬戶中的任何結餘將不會用作償還該信用卡會員的人民幣卡 賬戶的任何結欠,而信用卡會員之人民幣卡賬戶中的任何結餘 亦將不會用作償還該信用卡會員的港幣卡賬戶的任何結欠。

9.1 月結單 - 除非信用卡會員之信用卡賬戶內(i)於該月份並 沒有進行任何交易及 (ii) 港幣及 / 或人民幣卡賬戶之結欠少

於港幣 / 人民幣 10 元或結餘少於港幣 / 人民幣 10 元或結餘 值為港幣 / 人民幣零元,否則建行(亞洲)將會向信用卡會員 每月發出月結單。如信用卡會員或公司未收到月結單(除因 前述之原因外),信用卡會員或公司須立即以書面通知建行 (亞洲)。如信用卡會員或公司沒有通知建行(亞洲)信用卡 <u>已收到月結單。月結單是本合約的一個不可分割部份。</u> 如月結單之條款及細則與本合約之條款及細則有任何歧異, 概以本合約為準。

9.2 月結單上之錯誤 - 除非信用卡會員或公司於月結單上所示 日期起六十(60)日內以書面通知建行(亞洲),表示發現錯誤。 否則,該月結單所示之賬目將被假定為正確無誤。如信用卡 會員或公司於上述期間內並沒有通知建行(亞洲)報告發現 任何錯誤,則月結單所示之賬目將確定地被視為正確無誤, <u>並對信用卡會員及公司具有約束力。</u>建行(亞洲)毋須出示 發票/銷售單據以證明月結單所示之各項交易。

除以人民幣及於中國內地進行的交易外,所有以非港幣計算的 交易金額(包括以人民幣於中國內地以外之地區,包括但不限於 香港及澳門進行的交易),均會根據銀聯於折算日採用的匯率。 折算為港幣後,誌賬於信用卡會員的港幣卡賬戶中。就銀聯不時 採用的折算匯率,信用卡會員及公司同意接受及不作爭議。

信用卡會員及公司明白建行(亞洲)可能透過由第三者保險公司 發出保單,為信用卡會員安排或提供福利或保障。除文義另行 訂明外,在一般情況下,所提供或派發的有關推廣或宣傳資料, 印刷品及簡報僅供作説明用途,以便了解保險單的適用條款 細則或除外情況。建行(亞洲)不會充當,或負上任何該保險產品之 描述、認可或推廣之責任。信用卡會員確認信用卡會員可向在 該等資料中顯示之有關特選保險公司的特可代表提出所有查詢/ 要求。此等推廣或宣傳資料、印刷品及簡報不能,亦不擬用於 取代有關保險單的完整條款、細則及除外情況。

## 12. 雷子服務

- 12.1 用戶姓名及私人密碼 一有關使用電子服務,信用卡會員 及公司須採取一切合理措施,以保護和確保用戶姓名和私 人密碼於所有時候保密。尤其,信用卡會員及公司不可向 任何人士或建行(亞洲)的職員或就信用卡或電子服務提供 技術支援或其他協助之人士透露用戶姓名及私人密碼的 **仟何**資料。 12.2 保安措施 - 信用卡會員及公司不得容許任何人士代表其
- 使用電子服務。信用卡會員及公司同意就使用建行(亞洲) 所提供的網上服務,須受於建行(亞洲)不時列明於其電子 渠道的條款及細則所約束。信用卡會員及公司同意, 就電子服務而言,使用用戶姓名及私人密碼足以鑑別其 身份。建行(亞洲)如誠信行事,有權按指示(透過電子服務 使用正確用戶姓名及私人密碼作出的指示)行事, 而毋須向 信用卡會員及/或公司取得任何淮一步書面或其他確認, 信用卡會員及公司仍須就該等指示及使用電子服務負責 即使該等指示事實上並非由信用卡會員及/或公司作出或 授權。

## 13. 修改及轉讓

13.1 修改 - 建行(亞洲)可在其獨有及絕對酌情權下不時及於 任何時候修訂本合約及/或服務收費一覽表。信用卡會員及 公司明白建行(亞洲)將會就本合約及/或服務收費一覽表 每次之修改向信用卡會員及公司發出修改通知。如此等 修改關乎服務收費一覽表或會影響收費及費用及信用卡會員 及/或公司在本合約下之法律責任或義務,建行(亞洲)於 有關修改生效前給予信用卡會員及公司不少於六十(60)天 <u>通知,但如有關更改非建行(亞洲)所能控制則屬例外。</u> 信用卡會員於上述通知期屆滿後繼續使用信用卡及/或公 司沒有全數繳清信用卡賬戶之欠款及所有尚欠之費用及 收費,即信用卡會員及公司將被視為已接納建行(亞洲)

就本合約所作的所有修改。 如信用卡會員或公司不接受此等修改,信用卡會員或公 司可以各自於修改通知書日期起計三十(30)日內以書面 通知建行(亞洲),及連同該信用卡(信用卡剪成兩半): 退還予建行(亞洲),以終止本合約。公司仍須就終止本合 約前之一切收費及費用負責。<u>如在修改通知書日期起計的</u> 三十(30)日內終止本合約,建行(亞洲)將會按比例向公司 退還會員年費及可清楚區分的任何其他定期收費,但如

所涉金額太小則屬例外。 13.2 轉讓及豁免 - 信用卡會員及公司同意,建行(亞洲)有權 轉讓、讓出或授出其在信用卡賬戶下或本合約下之一切或

# 部份權利及/或義務,而毋須通知信用卡會員及/或公司。

- 14.1 終止合約 信用卡會員及公司明白信用卡會員或公司可於 任何時候向建行(亞洲)發出不少於三十(30)天的書面終止 通知書,以終止信用卡會員之信用卡。建行(亞洲)保留 權利以暫停或終止之理由,於任何時候在沒有另行通知的 情況下,暫停或終止信用卡會員之信用卡於香港及海外之 使用,而有關終止之通知將送到信用卡會員及/或公司最後 提供予建行(亞洲)之地址。在建行(亞洲)之要求下, <u>信用卡(須剪成兩半)必須在終止後退還予建行(亞洲)。</u>
- 14.2 終止影響 如因任何原因信用卡被建行(亞洲)終止或信用卡 會員使用信用卡之權利被撤銷,或在信用卡會員破產, 去世、信用卡會員被公司(因任何理由)終止聘用,或信用卡 會員或公司干犯任何欺詐行為、或公司被清盤、或公司之 業務被終止或暫停、或產業管理人被委任接管公司之全部或 大部份之業務或資產、或本合約被信用卡會員或公司終止:

不限於結束信用卡賬戶);及

(ii) 公司欠下建行(亞洲)之信用卡之總結欠(不論交易 是否已經記入信用卡賬戶),包括利息、費用和會員 年費,以及其他收費(不論是香港或海外地方 收取的),在沒有要求或通知下立即到期支付及應 立即繳付。 14.3 賠償 - 在暫停或終止信用卡之使用權利後,信用卡會員

及公司共同及各自地對建行(亞洲)須(i)得到保證,使其

免受任何追討信用卡總結欠時而引致的合理損失(包括所有

合理費用(包括按律師與客戶所訂基準計算之律師費)及

(i) 信用卡會員及公司之所有特權將會被終止(包括但

信用卡,否則即屬不合法。

16.1 抵銷 - 建行(亞洲)可隨時及在毋須預先通知的情況下, 組合或合併任何戶口(以任何類別、任何地方、不論戶口

- 16.2 留置權 公司現授權建行(亞洲)行使留置權以接管擁有或 控制公司於建行(亞洲)存放的所有資產,(不管該資產以 任何理由,或是否與一般性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
- 出現。

- (i) 逾期費用及過額費用;之後
- (iii) 購物單據檢索費,補發新卡費用,月結單檢索費及
- (iv) 會員年費;之後
- (v) 現金透支利息財務費用;之後
- (vi) 購物簽賬利息財務費用;之後
- (viii) 最高實際年利率之未清還金額;之後
- 支付);和,最後

- 責任,信用卡會員使用信用卡之權利會被撤銷或被暫停。 公司有責任即時繳付信用卡之所有欠款(不論交易是否已經 5.2 追討費用 - 如建行(亞洲)需要將追討信用卡會員信用卡賬戶
- 5.3 賠償 如建行(亞洲)由於使用信用卡之任何交易,或信用卡
- (亞洲)要求下獨自全數賠償予建行(亞洲)。

錄音方式記錄信用卡會員及公司所給予的口頭指示,及/或信用卡

會員或公司與建行(亞洲)之間就該服務的口頭涌訊。口頭指示

只能根據建行(亞洲)不時定明的程序及方式發出及接受。信用卡

會員及公司同意在合理查核身份後(i)任何由信用卡會員或公司

發出的任何口頭指示,必須得到建行(亞洲)之書面同意才能撤銷

(ii)建行(亞洲)有權根據該口頭指示行事;及(iii)信用卡會員及

公司須受任何以口頭指示而完成之交易約束,除非建行(亞洲)

18.1 任何通知、要求或其他通訊可送至信用卡會員及公司最後

(ii) 如以預付郵遞,在郵寄日後的第3個營業日;及

(iii)如以電郵、短訊或傳真方式傳送,則在發出之時,

為建行(亞洲)所知悉的地址或傳真號碼。書面通知、要求

或其他通訊在下列情況即視為已經正式發出,並為其收妥;

信用卡會員及公司知悉建行(亞洲)可以透過電子方式通知

其有關信用卡服務之事宜。信用卡會員及公司同意承擔

以下電子方式通知之風險:通知於傳送過程中出現未經授

權的干擾或截取;資料及資訊於傳送過程中損壞或遺失;

檔案、附件或通知傳送延誤或未能接收;因通知而傳播的

電子病毒;檔案或資料損壞及系統故障。信用卡會員及

公司同意建行(亞洲)毋須負上或承擔任何損失或損害之

發出並受本合約規限的任何賬戶、服務或收費及費用的

通知或宣佈,如按以下方式處理,即被視為已有效發出,

(ii) 建行(亞洲)於香港每日流通的報紙登載或展示該等

(iii) 建行(亞洲)以普通郵遞方式將通知或宣佈寄往其最後

(iv) 建行(亞洲)以電郵方式將通知或宣佈發送往其最後為

(v) 建行(亞洲)以短訊方式將通知或宣佈發送往其最後為

(v) 涌過建行(亞洲)提供的電子服務就運作的交易在銀行的

電子渠道上放置或展示該等通知或宣佈,無論信用卡

18.2 在不影響以上第 18.1 條款的情況下,所有由建行(亞洲)

(i) 建行(亞洲)在其分行展示該等通知或宣佈;或

為建行(亞洲)所知悉的地址;或

建行(亞洲)所知悉的電郵地址;或

建行(亞洲)所知悉的手提電話號碼;或

會員及公司是否收看或閱讀該等通知。

如果由於機器、資料處理系統或傳送聯繫發生故障、或由於工業

糾紛、或遇到非建行(亞洲)或建行(亞洲)之代理人或次承辦人

所能控制之事情發生,以致建行(亞洲)不能履行本合約(不論是

直接或間接)或令致信用卡會員不能使用該信用卡或其服務,建行

建行(亞洲)未能或延遲按本合約行使任何權利、權力或補救

19. 無力履行責任

(亞洲)毋須負責。

20. 不能豁免之權利

並對信用卡會員及公司具約束力:

在處理該交易中有任何故意失責或疏忽。

(i) 如專人送遞,在送遞之時;

事宜,並不構成對該權利,或任何相同受阻之權利的單獨或局部

本合約須按香港之法律所規管及詮釋。信用卡會員及公司同意受

如任何時候本合約任何條文於任何方面是或變成不合法、無效或

- 24.1 積分及/或會員優惠 信用卡會員及公司明白,建行

除公司及建行(亞洲)以外,任何人士將不可藉香港法例第623章 《合約(第三者權利)條例》取得強制執行或享有本合約中任何條款

信用卡會員及公司已閱讀並明白本合約所載的所有條款及細則(包括若干



CCB (ASIA) BUSINESS CARD AGREEMENT

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT THE CARDMEMBER AND THE COMPANY THOROUGHLY UNDERSTAND THE TERMS AND CONDITIONS SET OUT BELOW. IF AT ANY TIME ANY CARDMEMBER OR THE COMPANY DOES NOT ACCEPT ANY OF THE TERMS AND CONDITIONS THE CARDMEMBER AND/OR THE COMPANY SHOULD CUT THE CARD IN HALF AND NOTIFY CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED THIS DOCUMENT, TOGETHER WITH THE FEE SCHEDULE, COMPRISE CCB (ASIA) BUSINESS CARD AGREEMENT ("AGREEMENT"). THE CARDMEMBER'S AND THE COMPANY'S USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING THE CARD ACCOUNT) WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND CONDITIONS AND WILL BIND THE CARDMEMBER AND THE COMPANY.

### 1. DEFINITIONS

Agreement.

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

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

"Card" means any CCB (Asia) Business Credit Card (including any replacement and subsequently renewed credit card) issued by CCB (Asia) (including without limitation, UnionPay Credit Card, comprising a HKD Card Account and a RMB Card Account).

"Cardmember" means a staff member of the Company to whom the Card is

"Card Account" means the account with CCB (Asia) in respect of the Card.

"Company" means each Company (including its successors) which has executed an agreement in relation to a Card with CCB (Asia). "Electronic Service" means the Card related services available from CCB (Asia)'s

"Fee Schedule" means the CCB (Asia) Credit Card Fee Schedule for Business Card (as amended or modified from time to time), a copy of which is available by calling the CCB (Asia) UnionPay Dual Currency Credit Card 24-Hour Customer

electronic channels, including CCB (Asia)'s website and mobile application

Service Hotline at 317 95568 or from our website www.asia.ccb.com (if applicable) "Fees and Charges" mean the fees and charges set out in the Fee Schedule and such other fees, charges and monies payable by the Company under this

"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

"He/she", "his/her" and "himself/herself" mean the Cardmember.

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

"JETCO" means Joint Electronic Teller Services Limited.

"Macau" means the Macau Special Administrative Region of the People's

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

"Password" means the identification made available to or selected by the Cardmember and/or the Company and used (together with the Username), to access the Electronic Service.

"Personal Data" means the personal data relating to the Cardmember.

"PIN" means all personal identification number(s) selected by the Cardmember for the purpose of identifying him/her for certain transactions made through the use of

"RMB" means Renminbi, being the lawful currency of Mainland 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

"Statement of Account" means the monthly statement or other statement arising from the Card Account sent by CCB (Asia) to both the Cardmember and the Company setting out, among other things, the charges and other financial liabilities owed as at that date by the Company

"UnionPay" means China UnionPay Company Limited, a joint stock limited liability company incorporated in Mainland China.

"Username" means the identification made available to or selected by the Cardmember and used (together with the Password) to access the web Electronic

## 2. CCB (ASIA) BUSINESS CREDIT CARD

The Card is issued by CCB (Asia) to the Cardmember at the request of the Company. The approval of any and all Card applications shall be at the sole and absolute discretion of CCB (Asia).

## USE OF THE CARD

3.1 The Card - The Card, including any replacement and subsequently renewed Card, remains the property of CCB (Asia) at all times and shall be returned to CCB (Asia) immediately upon request. The Cardmember shall sign and activate the Card immediately upon receipt of the same and keep the Card in a safe place. The Company shall be liable for all losses as a result of any failure or delay in so doing.

At the sole and absolute discretion of CCB (Asia), CCB (Asia) may terminate or cancel the Card, or vary any terms and conditions of any Card privilege of the Cardmember, at any time and for any reason (including, without limitation, where CCB (Asia) has received any request from the Company to terminate or cancel the Card), by reasonable notice which shall be given by display, advertisement or other means as CCB (Asia) thinks fit. Any such termination or cancellation or variation of terms and conditions shall take effect on the date indicated in such notice, and any variation of terms and conditions shall be binding on the Cardmember and the Company if the Cardmember continues to retain or use the Card after the effective date of

The Cardmember understands that the Card is to be used for the sole purpose of paying for business expenses incurred during the course of his/her employment with the Company. The Company shall in its sole and absolute discretion determine the scope of business expenses which may be settled by the Cardmember with the Card, and the Cardmember shall reimburse the Company for any and all costs and/or expenses falling outside such scope incurred by the Company in relation to the Card. For the avoidance of doubt, any and all disputes between the Cardmember and the Company in relation to the Card or any use thereof (including, without limitation, any dispute on whether a particular amount, charge and/ or fee arising out of the use of the Card falls within the scope of business expenses as determined by the Company) shall be resolved solely between the Cardmember and the Company, and shall not in any way affect any payment or other obligation of the Company under this Agreement.

- 3.2 Password The Cardmember shall handle with due care any Password provided for use with the Card and keep such Password (if applicable) confidential. In addition, the Cardmember agrees:
  - to destroy the original printed copy of any Password;
  - not to allow anyone else to use the Card or any Password;
  - not to write down any Password on the Card or on anything usually kept with or near the Card;
  - not to write down or record any Password without disguising it;
  - that whenever he/she chooses a Password, he/she will not choose a number that is likely to be guessed by a third party (e.g. he/she will not choose his/her birthday or the birthday of a relative or any part of any of his/her telephone numbers) and
  - (vi) not to use the Password for accessing other services (for example, connection to the internet or accessing other websites).

The Company shall be solely liable for all losses resulting from any failure by the Cardmember to choose a Password, or handle the Card or Password, with due care, and agrees to accept full and sole responsibility for all consequences, losses and/or liabilities arising or incurred as a result of the <u>Password being known to another person for whatever reason (other than</u>

negligence of CCB (Asia)) and shall indemnify CCB (Asia) for any loss or damage reasonably incurred by reason thereof.

3.3 Validity - The Card shall remain valid until the last day of the month indicated thereon (unless terminated earlier).

3.4 Expiry And Renewal - The renewal of the Card shall be at CCB (Asia)'s sole and absolute discretion. If the Card is not renewed, the whole outstanding balance under the Card Account becomes due and payable immediately. The Cardmember must return the Card to CCB (Asia) if CCB (Asia) so requests. Any renewal of the Card is subject to the right of the Cardmember and/or the Company to cancel the Card by giving CCB (Asia) written notice within thirty (30) days from the date of renewal, in which event the Company shall not be liable to pay any Annual Fee (as defined in Clause 4 below).

- 3.5 Merchant Affiliates Neither the Cardmember nor the Company shall hold CCB (Asia) liable or responsible if (i) the Card is not accepted or honored by any merchant affiliate for any reason whatsoever, and/or (ii) CCB (Asia) refuses at its sole and absolute discretion to grant credit authorization for any purchase notwithstanding the availability of credit in favour of the Cardmember under his/her Card Account. Furthermore, neither the Cardmember nor the Company will hold CCB (Asia) liable or responsible in respect of any product or service purchased through the Card or any benefits given to the Cardmember or his/her nominees (if permitted). The existence of any claims or disputes between any merchant affiliate and the Cardmember shall not relieve any obligation on the Company to settle any sum outstanding with CCB (Asia).
- 3.6 Credit Limit CCB (Asia) shall have sole and absolute discretion in letermining the Cardmember's credit limit to the Card Account. The Cardmember will be given a credit limit expressed in Hong Kong Dollars (if applicable, inclusive of cash advance limit), which will be the maximum allowable outstanding balance given to the Cardmember at any time. For details of the maximum allowable outstanding balance and credit limit. the Cardmember may contact CCB (Asia). The Cardmember shall strictly observe such credit limit. CCB (Asia) reserves the right to decrease the credit limit at any time and from time to time. CCB (Asia) may at its sole discretion permit transaction to be effected in excess of the credit limit and the Company shall be solely liable for such transaction and the related fees and charges (including the Overlimit Fee) in accordance with the terms of this Agreement. The Cardmember understands that he/she 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, the Cardmember and the Company agree that CCB (Asia) still reserves the right to permit transaction to be effected in excess of the credit limit under such circumstances as CCB (Asia) may prescribe.
- 3.7 Use of Card The Card is issued only for the use of the Cardmember, subject to the credit limit set by CCB (Asia), in connection with business expenses incurred by the Cardmember during the course of his/her employment with the Company including the payment for any purchase of goods and/or services made during the course of his/her employment with the Company, payment for which will be charged to the Card Account. The Cardmember shall open and maintain the Card Account to the satisfaction of CCB (Asia). In the case where cash advance is available. CCB (Asia) is entitled to determine the channel through which the Cardmember can obtain cash advance by using the Card. The Cardmember understands and acknowledges that prior activation (in the manner as from time to time indicated by CCB (Asial) shall be made before overseas cash advance and overseas Automatic Teller Machine (ATM) functions are available.

The Card is not transferable. No other person is permitted to use the Card for charges, for identification or for any other purpose. If the Cardmember has let someone else use the Card or has voluntarily relinquished physical possession of the Card, this will not affect any liability on the Company to CCB (Asia) for payment for all charges made with the Card. CCB (Asia) reserves the right to decline processing or paving any transaction which CCB (Asia) suspects to be an unlawful transaction under any applicable law.

### 4. FEES AND CHARGES

**4.1** Fees And Charges - The Cardmember and the Company agree that the following Fees and Charges, shall be levied on the Card Accounts. FULLER

DETAILS ARE SHOWN IN THE FEE SCHEDULE. THE CARDMEMBER AND THE COMPANY CONFIRM THAT THE CARDMEMBER AND THE COMPANY UNDERSTAND THESE FEES AND CHARGES.

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

Benefits Fees - The Cardmember and the Company agree that the Cardmember and the Company will be subject to the applicable terms and conditions for the enjoyment of certain Card benefits; failing which agreement, the Cardmember and the Company will not be eligible to enjoy such benefits or the Cardmember and the Company 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 (if applicable) - A handling fee will be charged for every cash advance transaction made.

Credit Balance Refund Handling Fee - Withdrawal of any credit balance of the Card Account 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 payment affiliate of CCB (Asia).

Finance Charge - In respect of cash advance (if available), the finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if the Company pays 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 (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 Payment Due Date (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.

Foreign Currency Check Processing Fee - Foreign currency checks (which we may at our discretion accept) will be processed subject to a handling

Late Payment Fee - If the Company fails to pay in full "Minimum Payment" on or before the "Payment Due Date", each as set out in the Statement of Account, in respect of HKD Card Account and/or RMB Card Account, a late charges will be imposed Overlimit Fee - An overlimit fee will be charged once per each Statement

of Account if the outstanding balance exceeds the prescribed credit limit for the Card Account. Sales Draft Retrieval Fee - Retrieval of a sales draft copy will be subject to

Statement Retrieval Fee - Retrieval of a copy of a Statement of Account will be subject to a handling fee.

The Company agrees 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 relevant marketing or promotional materials in relation to the Card).

- 4.2 Payment Order Payment of the Fees and Charges shall be made by such means and in such manner as CCB (Asia) may from time to time specify and will be accepted subject to CCB (Asia)'s regular business practices and procedures. Any payment made shall be applied in settling Cardmembers' Card Accounts in the following sequence:
- late payment fee and overlimit fees; then
- cash advance fee, then

a handling fee.

- sales draft retrieval fee, card replacement card fee, statement retrieval fee and other fees and charges; then
- (iv) annual membership fee; then

(v) finance charge for cash advance interest; then

- (vi) finance charge for interest on purchases; then
- (vii) monthly installments balance; ther
- (viii) outstanding balance with the highest Annualized Percentage Rate
- (ix) any remaining portion to the other outstanding balances in descending order based on the applicable APR(s); 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

## 5. DEFAULT AND INDEMNITY

- 5.1 Default In case of any default of the payment obligation under this Agreement or any other provision hereof by the Cardmember and/or the Company, the right of the Cardmember to use the Card may be revoked or suspended. The Company shall also immediately be liable to pay the total amount charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including the interest, all fees and the full annual fee, late charges and other charges whether made in Hong Kong or abroad.
- 5.2 Collection Costs If CCB (Asia) refers the collection of Cardmember's Card Account to a collection agency and/or through a lawyer, the Company shall be solely liable to pay the reasonable costs and expenses of engaging 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 under this Agreement.
- 5.3 Indemnity The Company shall solely hold CCB (Asia) harmless and indemnify CCB (Asia) on a full indemnity basis, on demand, for such reasonable amount of loss, damage, costs and expenses, legal or otherwise (including all reasonable legal costs and expenses on a solicitor and own client basis, and debt collection agent's reasonable costs and expenses which CCB (Asia) may reasonably incur by reason of any default by the Cardmember and/or the Company of any provision of this Agreement

### 6. DATA PRIVACY

- 6.1 Privacy Notice The Cardmember acknowledges, confirms and agrees 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 the statements, circulars privacy 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, his/her employer(s) (including, without limitation, the Company), banks, any affiliate, group companies of CCB (Asia), government and regulatory bodies, agents, contractors and third party service providers and, in the event of default, debt collection agencies.
- 6.2 Transfer of Personal Data Without prejudice to the foregoing, the Cardmember authorizes CCB (Asia) to disclose or transfer the Personal Data and the information about his/her Card Account confidentially to (i) any third party service provided (located in Hong Kong or otherwise employed by CCB (Asia) to provide the Cardmember with administrative services and retain such relevant records in connection with the operation of Card Accounts and marketing of Card Account services; (ii) any affiliate, group companies or agents of CCB (Asia) or its licensees worldwide; (iii) the Company or any third party whose name or logo appears on the Card worldwide; and (iv) any third party service providers as CCB (Asia) may from time to time select. The Cardmember further authorizes CCB (Asia) to use and disclose the

Personal Data and the information provided in connection with his/her Card

Account for the purpose of updating and/or verifying any and all of his/her

personal information that 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 the Cardmember.

6.3 Right to Request Access - The Cardmember confirms that he/she is aware of his/her entitlement at any time to request access to information held by CCB (Asia) about his/her Card Account and update and correct such information. CCB (Asia) may impose a reasonable charge to cover the costs of complying 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, 19th Floor, CCB Centre, 18 Wang Chiu Road, Kowloon Bay, Kowloon).

### 7. LOST CARD LIABILITY

- 7.1 Report of Lost or Stolen Card If the Card is lost or stolen or the Password is known (or suspected to be known), or if there is suspicion by the Cardmember and/or the Company of any counterfeit card bearing the same account number as the Card, the Cardmember and/or the Company will immediately report it to CCB (Asia) by calling the 24-Hour Lost Card Hotline at (852) 317 95505, or such other telephone number CCB (Asia) may specify from time to time. Any such event should also be promptly reported to the police and the police report must be produced to CCB (Asia) if requested. If such loss or theft occurs overseas, the report should still be made to the said Hotline, otherwise to any member of UnionPay and reported to the local police.
- 7.2 Liability The Company shall be solely liable for all transactions effected through a lost or stolen Card or through unauthorized use of Password or counterfeit card occurring prior to the time the loss or theft was reported to CCB (Asia) in the manner prescribed above, provided that if CCB (Asia) considers (in its sole opinion) the Cardmember and the Company have acted in good faith and with due care and dilligence and have reported the loss or theft to CCB (Asia) and to the police in the manner described above, the maximum liability of the Company for unauthorized transactions made through the Card (not including cash transactions) before the loss or theft is reported to CCB (Asia) shall not exceed HK\$500 on each occasion.
- 7.3 Card Replacement Fee Issue of any replacement Card shall be at CCB (Asia)'s sole and absolute discretion. CCB (Asia) may charge the Company a fee as specified in the Fee Schedule for the replacement of the lost of stolen Card and debit the same to the Card Account.

### PAYMENTS

- 8.1 Liability of the Cardmember and the Company The Company shall be solely liable to CCB (Asia) for all amounts charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including cash advance (if applicable), all interest, all fee and other charges, whether made in Hong Kong, Mainland China or elsewhere. The Cardmember and the Company agree that:
  - all transactions (including cash advances, if available) which are effected by the use of the Card in Hong Kong or overseas, excluding Mainland China (irrespective of the currency of such transactions) shall be posted to the Cardmember's HKD Card Account.
- subject to sub-clause (iii) below all transactions (including cash advances, if available) which are effected by the use of the Card in Mainland China shall be posted to the Cardmember's RMB Card
- certain transactions effected by the use of the Card in RMB may be posted to the Cardmember's HKD Card Account due to the settlement arrangement.
- all transactions which are effected by the 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 his/her HKD Card Account. <u>The Cardmember and the Company agree to accept exchange rates</u> as quoted from time to time without dispute.

### all Fees and Charges in respect of the Cardmember's HKD Card Account shall be posted to his/her HKD Card Account.

all Fees and Charges in respect of the Cardmember's RMB Card Account shall be posted to his/her HKD or RMB Card Account as set out in the Fee Schedule.

The Cardmember and the Company agree and authorize CCB (Asia) to debit the Card Account for all monies payable by the Company to CCB (Asia) under this Agreement (including, without limitation, the Fees and Charges) on the relevant due dates without notice to the Cardmember of the Company. The Company understands and acknowledges that it shall be liable for all losses suffered by CCB (Asia) if either the Cardmember or the Company has acted fraudulently or with gross negligence. Without prejudice to the right of CCB (Asia) to demand immediate payment of the full amount outstanding at any time, the Company shall pay to CCB (Asia at least the respective required minimum payments of the Cardmember's HKD Card Account and RMB Card Account indicated in each Statement o

- Account on or before the "Payment Due Date" specified therein. 8.2 Currency - The Company understands and acknowledges that any and all payments made in relation to the HKD Card Account payments must be settled in HKD and RMB Card Account payments must be settled in RMB. If payment made in HKD is for settlement of RMB Card Account. The Company shall specify the payment as such in the manner as CCB (Asia) may determine from time to time and the payment shall be converted to RMB at the prevailing exchange rate adopted by CCB (Asia) credit card on the date of conversion. The Company agrees to accept the exchange rates as quoted by CCB (Asia) credit card from time to time without dispute. Payment is only treated as effective once the relevant funds have been received for value by CCB (Asia). Card Account payment made by check(s) in currency other than HKD or RMB is accepted at the discretion of CCB (Asia). 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 relevant Card
- 8.3 Excess Credit CCB (Asia) may retain in the Card Account or return to the deposited in settlement of the outstanding balance of the Card Account Subject to CCB (Asia)'s rights under Clause 16 below, any excess payment in HKD Card Account shall not be used to settle any outstanding balance of RMB Card Account, and vice versa, unless the Company request otherwise and as approved by CCB (Asia).

## 9. STATEMENTS OF ACCOUNT

- 9.1 Statement of Account A Statement of Account will normally be issued at monthly intervals unless (i) there are no entries covering the relevant statement period and (ii) the HKD and/or RMB Card Account (if applicable) has a debit balance of less than HK\$10/RMB10 or has a credit balance of less than HK\$10/RMB10 or has a zero balance in HKD and/or RMB Card Account. In case the Cardmember or the Company does not receive the Statement of Account (other than due to the preceding provision), the Cardmember or the Company shall mmediately inform CCB (Asia) in writing. In the absence of any report of non-receipt of the Statement of Account, the Cardmember and the Company shall be deemed to have received the same. The Statement of Account shall form an integral part of this Agreement. If there is any conflict between the terms and conditions of the Statement of Accounand this Agreement, this Agreement shall prevail.
- 9.2 Errors in the Statement of Account The entries in the Statement of Account are presumed true and correct unless the Cardmember or the Company notifies CCB (Asia) in writing of any error or omission therein within sixty (60) days from the date of 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 the Cardmember and the Company. The Cardmember and the Company ereby waive the need for any presentation of the charge/sales slips in proof of transactions set out in the Statement of Account.

## 10. OVERSEAS TRANSACTIONS

Save and except for transactions effected in RMB and transacted 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, are converted from the transaction currency into HKD and charged to HKD Card Account based on the exchange rate adopted by UnionPay's prevailing exchange rate on the date of conversion. The Cardmember or the Company agrees to accept UnionPay's exchange rates as quoted from time to time without dispute.

## 11. INSURANCE OFFERS

The Cardmember and the Company understand that CCB (Asia) may arrange or extend benefits or protection for the Cardmember through insurance policies issued by third party insurance companies. Unless specifically stated otherwise, the relevant marketing or promotional materials, fact sheets and summaries are generally given or distributed for descriptive purpose and only for ease of understanding the applicable terms, conditions or exclusions of the insurance policy. CCB (Asia) has no responsibility or role in describing, endorsing or otherwise promoting such insurance products. The Cardmember and the Company shall address all enquiries/requests to the licensed representatives of the relevant insurance company named in such materials. Such marketing or promotional materials, fact sheets and summaries cannot and are not intended to replace the

### exact terms, conditions or exclusions of the relevant insurance policy. 12. ELECTRONIC SERVICE

- 12.1 Username and Password In connection with the use of the Electronic Service, the Cardmember and the Company shall take all reasonable steps to safeguard and ensure the confidentiality of the Username and Password at all times. In particular, the Cardmember and the Company shall not disclose any details of the Username and Password to anyone else, 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.
- 12.2 Security Measures The Cardmember and the Company shall not allow anyone else to operate the Electronic Service on their behalf. The Cardmember and the Company agree that they will be bound by the terms and conditions in respect of their use of the Electronic Services provided by CCB (Asia) as set out in the relevant electronic channels of ( from time to time. The Cardmember and the Company agree that the use of the Username and Password for the Electronic Service is adequate identification of themselves. CCB (Asia), 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 the Cardmember and/or the Company, and the Cardmember and the Company shall nonetheless be responsible for all such instructions given through and the use of the Electronic Service even it those instructions are not actually given or authorized by the Cardmember

### and/or the Company 13. AMENDMENTS AND ASSIGNMENT

13.1 Amendments - CCB (Asia) has the right to amend, at its sole and absolute discretion, at any time and from time to time this Agreement and/or the Fee Schedule. The Cardmember and the Company understand that a notice of amendment will be sent to the Cardmember and the Company each time CCB (Asia) amends this Agreement and/or the Fee Schedule. Where such amendments are to the Fee Schedule or affect the Fees and Charges and liabilities or obligations of the Cardmember and/or the Company under this Agreement, the Cardmember and the Company will be given not less than sixty (60) days' notice before the amendments take effect (unless such changes are not within CCB (Asia) control). The Cardmember's continued use of the Card and/or failure by the Company 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 by the Cardmember and the Company of all the amendments made to this

If the Cardmember or the Company does not accept any amendment,

either of them may terminate this Agreement by giving CCB (Asia) written notice within thirty (30) days after the date of the notice of amendment

and by returning the Card (which should be cut into halves) to CCB (Asia).

The Company will still be responsible for all Fees and Charges incurred before any termination of this Agreement provided that where termination is effected within thirty (30) days from the date of the notice of the amendment, CCB (Asia) will repay the Company the Annual Fee and any other periodic fee which can be separately distinguished on a pro rata basis unless the amount involved is minimal.

13.2 Assignment and Waiver - The Cardmember and the Company hereby agree that CCB (Asia) may assign, discount or otherwise transfer part or all of its rights and/or obligations under the Card Account or this Agreement

### without notice to the Cardmember or the Company. 14. BREACH AND TERMINATION

- 14.1 Termination The Cardmember and the Company understand that either of them may at any time terminate the Card by giving CCB (Asia) not less than thirty (30) days' written notice of termination. CCB (Asia) may, at its sole and absolute discretion, suspend or terminate, at any time and without notice, the Cardmember's right to use the Card in Hong Kong and abroad and, by any reason of the suspension or termination. CCB (Asia) reserves the right at any time to terminate Cardmember's Card by giving notice to Cardmember's and/or Company's last known address. Upon request by CCB (Asia), the Card (which should be cut into halves) must be returned to CCB (Asia) after termination.
- 14.2 Effect of Termination If for any reason the Card is terminated by CCB (Asia) or the Cardmember's right to use the Card is revoked or on the bankruptcy or death of the Cardmember or on the termination of the employment of the Cardmember with the Company (for whatever reason) or upon any act of fraud committed by the Cardmember or the Company or upon any windingup of the Company or upon any termination or suspension of the Company? business or appointment of a receiver over all or a substantial part of the Company's business or assets or upon termination of this Agreement by the Cardmember or the Company or otherwise, then:
- be terminated automatically (including, without limitation, the closing of the Card Account): and the entire obligation of the Company to pay to CCB (Asia) the total

all rights and privileges of the Cardmember and the Company shall

purchase transactions made have been posted to the Card Account).

including the interest, all fees and the annual fee, and other charges

whether made in Hong Kong or abroad, shall become immediately

14.3 Indemnity - Upon suspension or termination of the Card, the Cardmember and the Company shall jointly and severally (i) hold CCB (Asia) free and harmless from any reasonable loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to the Card and (ii) keep CCB (Asia) indemnified for such reasonable amount of loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to 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

due and payable without demand or notice.

14.4 Closed Card Account - In case there are credit balances remaining after the Card Account is closed, the Company shall make appropriate arrangement with CCB (Asia) and collect the remaining credit balance within six (6) months from the date when the Card Account is closed. Otherwise, CCB (Asia) may (without prior notice) deduct from such remaining credit balance all reasonable administrative costs incurred by CCB (Asia) thereafter in maintaining such monies pending the Company's collection. 15. COMMUNICATION

The Cardmember and/or the Company shall promptly notify CCB (Asia) of any change in the Personal Data (including residence, office or mailing address and) or telephone number(s)) and any change in financial and employment status. The Cardmember and the Company understand that their respective mailing addresses shall always be in Hong Kong. In case the chosen mailing address of the

Cardmember or the Company is not accessible through mail or delivery, CCB (Asia) has the option to use any other address(es) of the Cardmember or the Company which CCB (Asia) may have in its records.

- 16. SET-OFF 16.1 Set Off - CCB (Asia) may, at any time without prior notice, combine or consolidate any accounts (of whatever nature, wherever situate, whether in the sole name of the Company solely or jointly with other(s) and whether subject to notice or not), and set-off, debit, withhold, apply and/or transfer any sum standing to the credit of one or more of the accounts in or toward satisfaction of obligations and/or liabilities of the Company to CCB (Asia) on any other account or in any other respect whatsoever, whether such obligations and/or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owed by the Company to CCB (Asia) in whatever capacity, and where such combination, consolidation, set-off, debit, withholding, application or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by CCB (Asia)) prevailing in the relevant foreign exchange market at the relevant time. In the case of a joint account, the Company agrees that CCB (Asia) may exercise its rights herein and apply any credit balance in such joint account in or towards satisfaction of any obligations and/or liabilities owed to CCB (Asia) by the Cardmember and/or the Company or by the other joint account holder(s). The Company understands that CCB (Asia) shall, as soon as practicable, give notice to the Company of any exercise of
- its right under this clause. 16.2 Lien - The Company hereby authorizes CCB (Asia) to exercise a lien over all of property of the Company coming into the possession or control of CCB (Asia) for any reason whatsoever, whether or not in the ordinary course of banking or credit card business, with power for CCB (Asia) to sell or otherwise realize such property, if necessary, and apply the net proceeds to satisfy any of the obligations and/or liabilities of the Company to CCB (Asia).

16.3 Other Rights - The rights of CCB (Asia) under this Clause 16 shall be in

addition and without prejudice to any lien or other right whatsoever to which

CCB (Asia) may be entitled by law and shall apply to all the liabilities of the

## Company to CCB (Asia), whether such liabilities or any of them arise on any 17. VERBAL INSTRUCTIONS

In the course of providing the Card services, CCB (Asia) may need (but is not obliged) to record verbal instructions received from the Cardmember and the Company and/or any verbal communication between the Cardmember or the Company and CCB (Asia) in relation to such services. Verbal instructions shall be given and will only be accepted in accordance with such procedures and in such manner as CCB (Asia) may from time to time specify. The Cardmember and the Company agree that after reasonable verification of identity, (i) any verbal instructions given shall be irrevocable without CCB (Asia)'s written consent; (ii) CCB (Asia) is entitled to act on such verbal instructions; and (iii) any transaction effected as a result of such verbal instructions shall, in the absence of any willful default or negligence on the part of CCB (Asia) in processing such transaction, be binding on the Cardmember and the Company.

# 18. NOTICES

- **18.1** Any notice, demand or other communication may be sent to the Cardmember and the Company in writing to their last known address, by e-mail to their last known email address, by short message service to their last known mobile number or by facsimile to their last known facsimile number. Written notice, demand or other communication shall be deemed to have been duly sent to and received by them. (i) if delivered personally, at the time of delivery;
- (ii) if sent by letter postage prepaid, on the third business day after
- posting; and (iii) if sent by email, short message service or facsimile transmission, at the time of dispatch.
- The Cardmember and the Company acknowledge that CCB (Asia) may communicate with them electronically in connection with the Card services. They agree to accept the risks of unauthorized interference or interception,

corruption or loss of data or information in transmission, delay or nondelivery of any file, attachment or communication, transmission of virus, corruption of file or data and failure of system. The Cardmember and the Company agree that CCB (Asia) shall not be liable for any loss or damage arising thereon.

- 18.2 Without prejudice to Clause 18.1, all notices or announcements by CCB (Asia) in connection with any of the accounts, services or fees and charges governed by this Agreement shall also be deemed duly given or made and effective and binding on the Cardmember and the Company if CCB (Asia)
- (i) displayed the notice or announcement at CCB (Asia)'s branches; or (ii) advertised the notice or announcement in a daily newspaper circulating
- in Hong Kong; or (iii) sent the notice or announcement by ordinary mail to their last known
- (iv) sent the notice or announcement by e-mail to their last known e-mail address: or (v) sent the notice or announcement by short message service to their last
- known mobile number; or (vi) in relation to transaction operated through Electronic Service offered by CCB (Asia), put the notice or announcement on CCB (Asia)'s electronic channels whether or not the Cardmember and the Company have

### retrieved or read the notice. 19. INABILITY TO PERFORM OBLIGATIONS

CCB (Asia) shall not be liable if it is unable to perform its obligations under this Agreement or if there is any failure in the Cardmember's ability to use the Card or the Card services due (directly or indirectly) to the failure of any machine, data processing system or transmission link or any industrial dispute or any other factor outside the control of CCB (Asia) or outside the control of the agents or subcontractors of CCB (Asia).

## 20. NO WAIVER OF RIGHTS

No failure or delay by CCB (Asia) in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

### 21. LANGUAGE If there is any difference between the English version of this Agreement and the Chinese version, the English version shall prevail. 22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Cardmember and the Company agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

If at any time any provision of this Agreement is or becomes illegal, invalid

### or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. 24. BONUS POINTS, BENEFIT SCHEMES AND/OR ASSOCIATION SERVICES

- 24.1 Bonus Points and/or Benefit Schemes The Cardmember and the Company understand that CCB (Asia) may from time to time introduce bonus points and/or benefit schemes that apply when they use their Cards. These may entitle the Cardmember to benefits, services or gifts. 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 benefits
- **24.2** Association Services UnionPay may arrange for a package of services and privileges to be supplied to the Cardmember and the Company by service providers. These services may be subject to changes 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 service provider or as agent, representative or broker of any such service providers. Such services are provided to them 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.

25. RIGHTS OF THIRD PARTIES No person other than the Company and CCB (Asia) will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong

Kong) to enforce or enjoy the benefit of any of the provisions of this Agreement. The Cardmember and the Company hereby agree to and accept the foregoing terms and conditions and the terms and conditions set forth in the Fee Schedule, which the Cardmember and the Company understand forms an integral part of this Agreement The Cardmember and the Company also hereby agree to and accept the terms and conditions of certain Card benefits and facilities (which have been/will be provided to the Cardmember and/or the Company), which the Cardmember and the Company

understand form or will form an integral part of this Agreement. All the terms and conditions herein stated (including the terms and conditions of certain Card benefits and facilities) and contained in the Fee Schedule have been read and understood and shall bind them jointly and severally.