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)。信用卡會昌合約(「合約」)包括 所有下文所列明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)八達通銀聯雙幣 信用卡,合約亦包括建行(亞洲)八達通銀聯雙幣信用卡八達通 卡功能使用條款及細則。

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)持有的信用卡的相應賬戶。 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,或上網 www.asia.ccb.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)。

「八達通」指八達通卡有限公司。

「八達通卡」指由八達通發行的儲值卡或產品。 **「私人密碼」**指在本人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進行交易時可供確認本 人之身份的所有個人身份證明密碼。

月結單上就本人每個信用卡賬戶所列明之最低

- (i) 本人之信用卡賬戶的所有款項須以相應之貨幣 繳款。有關款項須在建行(亞洲)收妥有關款項 實際價值方能作實。如用作繳款之支票貨幣與 信用卡賬戶不同,該支票所作之繳款會否被接到 將在建行(亞洲)的酌情權下決定,而款項將會 按建行(亞洲)於所採用的匯率折算,本人同意 接受匯率及不提出爭議。如建行(亞洲)同意接受 此繳款方式,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,入賬於信用卡賬戶中。
- (ii) (只適用於銀聯雙幣信用卡)於繳款時,本人須 清晰指定入賬的信用卡賬戶。尤其,港幣卡賬戶 **須以港幣繳款,而人民幣卡賬戶須以人民幣** 繳款。若本人以港幣繳付本人的人民幣卡賬戶的 結欠,本人須以建行(亞洲)不時指定的方式列明。

- (i) 建行(亞洲)有權(可在其絕對酌情權下決定)拒絕 接受任何超出本人信用卡賬戶結欠金額的款項 存入本人信用卡賬戶。建行(亞洲)可將任何超出 償還本人信用卡賬戶之欠款所需金額的額外 款項,以建行(亞洲)所定方式保留在信用 賬戶中,或退還予本人,或用作對銷任何本人向 建行(亞洲)所欠的款項
- (ii) (只適用於銀聯雙幣信用卡)在以下第18條款 規限下,除非本人另外要求及獲建行(亞洲)同意 本人港幣卡賬戶中的任何結餘將不會用作償還 本人人民幣卡賬戶的任何結欠,而本人人民幣卡 賬戶中的任何結餘將不會用作償還本人港幣 信用卡賬戶的任何結欠。 8.4 退回結餘 - 本人同意就本人信用卡賬戶中的結餘
- 於結餘在提出此要求時已誌賬於信用卡賬戶的前提下 建行(亞洲)將在本人的要求下以建行(亞洲)認為合適的 方法退回本人。本人同意建行(亞洲)就是否接納 此要求保留最終決定權。
- 8.5 退款 本人明白及同意就本人信用卡賬戶所退回的 任何交易,不論退回、撤消、取消或無效,將誌賬於 有關信用卡賬戶。

9. 月結單

9.1 月結單

- (i) 一般而言,建行(亞洲)將會向本人每月發出 月結單。除非在有關月結單其間內並沒有任何 交易紀錄,及:
- (a) (只適用於VISA及Mastercard信用卡) 信用卡賬戶中的結欠少於10港元或結餘少於 10港元或結餘值為零港元。
- (b) (只適用於銀聯雙幣信用卡)港幣卡賬戶及 人民幣卡賬戶各結欠少於10港元/10元人民幣

「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或其他賬單

財務責任。

股份有限責任公司。

承繼人或受讓人)。

所約束(如仍未受約束)。

並須在建行(亞洲)要求下退還。

號碼之任何部份);及

代表均具有約束力。

尤其,本人同意

私人密碼

2. 本合約的適用範圍

人士。

月結單上載有(其中包括)本人於該日所結欠之費用及其他

「附屬卡會員」指任何由信用卡會員提名,並獲發附屬卡之

「銀聯」指中國銀聯股份有限公司,於中華人民共和國成立之

「用戶姓名」指在本人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

「VISA」指Visa International Service Association(及任何其

2.1 本人明白、確認及同意信用卡或信用卡戶口所提供予

2.2 本合約對信用卡會員的繼承人,遺產代理人及法定

3.1 信用卡 - 本人在收到信用卡時當立即在卡上簽名並

3.2 PIN - 本人須小心處理任何連同信用卡所用之PIN或

(i) 銷毀印有任何PIN或私人密碼的通知正本;

確認新卡,並保存信用卡在安全之地方。如因為

未能或延遲履行上述之行為而引致損失,本人須負上

全責。信用卡於所有時候均屬建行(亞洲)之財物

私人密碼,及將該PIN或私人密碼(如適用者)保密。

(ii) 不容許任何人士使用本人的信用卡、任何PIN或

(iii) 不得將任何PIN或私人密碼寫於信用卡上或任何

(iv)若寫下或記錄任何PIN或私人密碼時,必須加以

(v) 在本人選取PIN或私人密碼時,本人不得選取可讓

(vi) 不得將任何PIN或私人密碼接駁其他服務(如接連

如因為未能妥善選擇PIN或私人密碼或妥善處理

信用卡、PIN或私人密碼而引致損失,本人須負上

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

通常與信用卡一起存放或存放於信用卡附近的

本人的所有信貸服務,均受本合約不時有效的條款及

條件及任何其他適用條款及條件所規限。本人簽署

啟動、使用或准許使用信用卡須受該等條款及條件

- 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
- **3.4 聯營商號接受信用卡 -** 在下述情況下,建行(亞洲) 免除本人就信用卡進行的有關交易負上全責。

- (i) VISA、Mastercard及銀聯雙幣信用卡之綜合信用 立預定信用限額(如適用)。
- (ii) 保留調整權利 建行(亞洲)可隨時調整本人 VISA、Mastercard及銀聯雙幣之綜合信用限額 預定信用限額及/或現金透支限額(統稱為「限額」)。 有關最高可結欠之總金額及/或限額之詳情,本人 可與建行(亞洲)聯絡。本人之限額將由本人及 本人名下之所有附屬卡會員(如適用)共同使用。 本人須嚴格遵守該限額。建行(亞洲)保留權利 可在沒有給予本人事前通知或未得本人事前 同意的情況下,隨時調低本人之限額。建行(亞洲) 可在其獨有酌情權下准許交易超出限額,本人須 就該等交易款項及有關收費及費用(包括過額 費用)按本合約的條款負上全責。本人明白本人 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,本人同意 建行(亞洲)仍保留權利按其規定之情況下准許

或結餘少於10港元/10元人民幣或結餘值 為零港元或零人民幣。

- (ii) 如本人並未收到月結單(除因前述之原因外) 本人須立即致電信用卡上所顯示的電話,通知 建行(亞洲)。本人明白除非本人以上述方式通知 建行(亞洲),本人將被當作已收到所有日結單。 本人同意根據月結單向建行(亞洲)繳付款項 而無論本人有否收妥任何月結單,本人仍須 負責向建行(亞洲)繳付月結單上所載的欠款。
- 9.2 月結單上之錯誤 除非本人於月結單上所顯示之 月結單截數日日期起六十(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。如本人於上述期間內並 沒有通知建行(亞洲)發現任何錯誤,則月結單所示之 賬目將無保留地被視為正確無誤及對本人具有約束力 建行(亞洲)毋須向本人出示發票/銷售單據以證明 月結單所示之各項交易。

10. 積分、會員優惠及/或卡組織服務

- 10.1 積分及/或會員優惠 本人明白,建行(亞洲)可不時 推出有關本人使用信用卡之積分計劃及/或會員優惠。 本人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 10.2 卡組織服務 - VISA、Mastercard或銀腦可為本人安排
- 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涌知。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。就本人所獲 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。

- (i) (只適用於VISA及Mastercard信用卡)所有以非港幣 計算的交易金額,均會根據VISA及Mastercard(如適用) 於折算當日採用的匯率,折算為港幣後,加上建行 (亞洲)徵收如服務收費一覽表列明的外幣交易收費 (由VISA及Mastercard向信用卡之簽發人收取) 從信用卡賬戶中扣除。就VISA及Mastercard不時 採用的折算匯率,本人同意接受及不作爭議。
- (ii) (只適用於銀聯雙幣信用卡)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,誌賬於本人的港幣卡賬戶中。 就銀聯不時採用的折算匯率,本人同意接受及不作

本人明白建行(亞洲)可透過其特選的保險公司向本人安排 提供保險優惠,以供本人考慮。有關的推廣或宣傳資料、

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)外洩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 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。

全部未清繳款項將立即到期,並須立即清繳。本人 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。

毋須負上或承擔任何責任:(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有 可供使用之信用限額。此外,建行(亞洲)亦毋須勍 本人或其他人士透過信用卡獲取之優惠或購買之 任何產品或服務負上或承擔任何責任。如本人欲取消 以信用卡進行的任何直接付款交易或授權,本人須 與有關商戶安排取消交易。 商戶與本人之間出現之 任何索償或糾紛並不會免除本人繳付信用卡欠款予 建行(亞洲)之責任。在以下第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

- **限額** 本人將獲以港幣為貨幣單位之綜合信用M 額(包括現金透支限額),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
- 本人之交易超出限額及/或現金透支限額。

印刷品及簡報僅作説明用途。建行(亞洲)並無參與陳述 認可或以其他方式推廣該等保險產品亦毋須為此負責。本人 確認本人可在該等資料中顯示之有關特選保險公司的特可 代理人提出所有查詢/要求。

13. 電子服務

- **13.1 用戶姓名及私人密碼 -** 有關本人使用電子服務,本人 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,本人不可向任何 人士(包括主卡會員或(如適用)任何附屬卡會員或 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
- 13.2 保安措施 本人不得容許任何人士代表本人使用 電子服務。本人同意就本人使用建行(亞洲)所提供的 網上服務,本人須受於建行(亞洲)不時列明於其電-渠道的條款及細則所約束。本人同意,就電子服務 而言,使用用戶姓名及私人密碼足以鑑別本人的 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。 而毋須向本人取得任何進一步書面或其他確認 本人仍須就該等指示及本人使用電子服務負責,即使 該等指示事實上並非由本人作出或授權。

14.1 修改 - 建行(亞洲)有權在其酌情權下不時修訂本合約 (包括服務收費一覽表)。本人明白建行(亞洲)將會就 本合约(包括服務收費一覽表)每次之修改向本人發出 修改通知。如該等修改影響收費及/或費用及/或本人之 責任或義務,建行(亞洲)將於有關修改生效前,給予 本人不少於六十(60)日之通知(有關修改非建行(亞洲) 所能控制則屬例外)。本人於上述通知期屆滿後繼續 使用信用卡及/或沒有全數繳清信用卡賬戶之欠款及 所有費用及收費,本人將被當作已接納該等修改。

如本人不接受任何修改,本人必須於修改通知書日期起計 三十(30)日內以書面通知建行(亞洲)終止本人之信用卡。 建行(亞洲)保留權利可要求本人退還信用卡(須剪成 兩半)。本人仍須對終止信用卡前之一切收費及費用負責。如 本人在修改通知書日期起計的三十(30)日內終止信 用卡,建行(亞洲)將會按比例向本人退還會員年費及任 何其他信用卡有關的定期收費(如兩者可清楚區分),但 如所涉金額太小則屬例外。 14.2 轉讓及豁免 - 本人同意,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,而毋須通知本人。

15. 終止及暫停

(i) 本人明白本人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 本人之信用卡。建行(亞洲)保留權利於任何 時候終止或暫停本人之信用卡,而無須事前

通知或提供任何理由。在建行(亞洲)之要求下, 信用卡(須剪成兩半)必須在終止後退還予 建行(亞洲)。

- (ii) <u>(只適用於銀聯雙幣信用卡)</u>如本人的港幣卡 信用卡亦被終止或暫停。
- (無論基於任何原因)或在本人破產、去世或其他 情況下本人使用信用卡之權利被撤銷
- 權利和特權)將會自動被終止;及
- 總結欠(不論交易是否已經誌賬於信用卡賬戶) 收費(不論是香港、中國內地或海外地方收取的)
- 繼續使用信用卡,否則即屬不合法。

- (i) 如信用卡終止後尚有結餘,對於港幣卡賬戶 合理的行政費用。
- (ii) <u>(只適用於銀聯雙幣信用卡)</u>如信用卡賬戶在 終止後尚有結餘,對於人民幣卡賬戶,本人須與 建行(亞洲)作出安排,在信用卡賬戶終止日期起 的六(6)個月內以直接存入本人於建行(亞洲)的 其他人民幣賬戶或以建行(亞洲)所指定的其他 方式取回該結餘。如本人未能在上述指定限期內 取回結餘,建行(亞洲)有權(毋須給予事先通知) 於本人取回結餘前,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。

通知建行(亞洲)。

預先安排及認可之現金透支及/或信貸服務。 建行(亞洲)有權決定本人诱過使用信用卡以獲取 現金透支之途徑。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(以不時通知的 啟動方式),方能使用。任何其他人士均不准使用 本人信用卡作記賬、鑑別或任何其他用途。 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)懷疑屬任何適用法例所指式 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於使用VISA Mastercard、銀聯及/或銀通或與之連接的商戶 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或服務。

(i) <u>所獲發的信用卡只供本人使用及不得轉讓。</u>

本人須以建行(亞洲)滿意之方式開立及維持

信用卡賬戶。本人明白及同意即使信用卡未被

確認啟動,某些交易(尤其在毋須提交信用卡

情況下進行的交易)仍可有效及誌賬於本人信用

賬戶。無論信用卡賬戶被確認啟動與否,本人

仍須負責以信用卡進行的所有交易。信用卡的

使用須(i)受信用限額所限制(VISA、Mastercard

及銀聯雙幣信用卡為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/或服務之價款,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)

(ii) (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)八達通銀聯雙幣信用卡,該信用 將備有八達通所提供之八達通卡功能。當使用 信用卡內之八達诵卡功能時,本人須受建行(亞洲 八達通銀聯雙幣信用卡之八達通卡功能使用 條款及細則所約束。

3.6 信用卡之使用

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。<u>詳細的資料載於服務收費一覽</u> 表上。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

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,否則本人將不合乎 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。

- 賬戶或人民幣卡賬戶被終止或暫停,本人的 15.2 終止影響 - 如本人之信用卡被本人或建行(亞洲)終止
- (i) 本人之所有權利和特權(包括任何附屬卡會員之
- (ii) 本人欠下建行(亞洲)之信用卡及每張附屬卡之 包括利息、所有費用和全數會員年費,及其他 在沒有要求或通知下立即到期應付及應立即
- 15.3 賠償 本人經建行(亞洲)要求下須立即就任何信用卡 進行之交易而令建行(亞洲)合理地產生之損失 損害、收費及開支(法律有關與否)(包括所有合理的 律師費及開支,及債務追討代理人的合理費用及開支 賠償建行(亞洲)。在本人繳清欠款前,建行(亞洲)有權 繼續收取逾期費用。本人於信用卡被終止後不得

- 本人須與建行(亞洲)作出安排,在信用卡賬戶 終止日期起的六(6)個月內直接存入本人於建行 (亞洲)的其他港幣賬戶或以建行(亞洲)所指定的 其他方式取回該結餘。如本人未能在上述指定 限期內取回結餘,建行(亞洲)有權(毋須給予事先 通知)於本人取回結餘前,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

如本人之個人資料有任何更改(包括地址、電郵地址及電話 號碼,及本人任何財務及職業狀況之更改),本人將立即

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 債務及附屬卡會員之所有欠款及債務負上全責。

現金透支費用 - 對於每筆現金透支,建行(亞洲)將會

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)

發出信用狀況信件手續費 - 對於發出信用狀況信件

郵寄紙張信用卡月結單費用 - 若本人選擇收取郵寄

外幣交易收費(只適用於VISA及Mastercard信用卡) -

以港幣支付外幣簽賬的有關費用一客戶在海外商戶

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

財務費用 - 就現金透支交易而言,財務費用會<u>由透支</u>

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),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

(i) 所有未清付的結欠(顯示於上一期月結單內)須從

(ii) <u>所有前一個月結單日後記誌的新交易款項須根據</u>

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

兑現外幣支票手續費 - 對於兑現外幣支票(有關信用卡

賬戶所指定的貨幣除外)(建行(亞洲)可在其酌情權刊

決定是否接受兑現),建行(亞洲)將會收取手續費

逾期費用 - 如本人未能於月結單所示之「到期繳款日」

或之前全數繳付且結單列明之任何信用卡賬戶之名

「最低付款額」,建行(亞洲)將會就逾期欠款的各有關

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)將會就每期月結單

購物單據檢索費 - 對於銷售單檢索副本,建行(亞洲)

月結單檢索費 - 對於月結單檢索,建行(亞洲)將會就

<u>到期日前一個月結單日起計息直至所有款項清繳</u>

日期起計算,直至全數清還為止。就購物簽賬而言

結存予本人,建行(亞洲)將會收取手續費。

將會就每次付款交易收取手續費。

紙張月結單,須於每季繳付服務費。

每項以非港幣所進行之交易將收取費用。

建行(亞洲)將會收取手續費。

銀聯(如適用)將會收取費用。

服務收費一覽表中。

本行恕不接受人民幣支票。

信用卡賬戶收取逾期費用。

將會就每張收取手續費

收取過額費用。

每份收取手續費。

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)

- 18.1 抵銷一建行(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 不論戶口是否以本人個人或與其他人聯名名義管有 及是否需要涌知),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時間內向本人 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的情況下抵銷、 扣除、提款、運用及/或轉移(i)本人之一個或多個 戶口中之結餘以抵償附屬卡會員在信用卡賬戶中之 欠款及債務;及(ii)附屬卡會員之一個或多個戶口中之 結餘以抵償他/她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)的權力適用於所有本人對建行 (亞洲)的債務,無論該債務或其他部份是由任何 戶口或以任何形式出現。 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

(但並非責任)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。 收費(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

(jii) 購物單據檢索費,補發新卡費用,郵寄紙張信用卡

月結單費用,月結單檢索費,及其他費用及收費 (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

(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 遞降次序支付);和,最後

(x)任何其他根據本合約的應繳款項。

為免存疑,在(viji)及(jx)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 所欠現金透支之結欠金額及購物簽賬之結欠金額。

- **5.1 失責 -** 如本人未能按本合約履行任何付款之責任 本人使用信用卡之權利會被撤銷或被暫停。本人亦 有責任即時繳付信用卡之所有欠款(不論交易是否已經 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(不論產生於香港、中國 內地或其他地方)。
- **5.2 追討費用 -** 如建行(亞洲)需要將追討本人信用卡賬戶 欠款之事宜委託追討代理人及/或律師,本人須負責 繳付該追討代理人及/或律師之合理收費及費用及 建行(亞洲)因追討款項及強制執行其權利所產生之 合理成本及支出。
- 5.3 賠償 如建行(亞洲)由於信用卡之使用而產生之任何 交易,或本人未能履行任何於本合約中之條文,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),本人將一經建行(亞洲)要求下立即 作全數賠償。

6.1 私隱通知 - 本人明白、確認及同意,建行(亞洲)可以 並可繼續按建行(亞洲)不時給予其客戶之私隱政策或 <u>任何其他聲明、通告、通知書或條款及細則列明之</u> 有關使用及诱露個人資料政策中所載之用涂及人士 收集、使用、儲存、轉交及透露(不論在香港或外地) 個人資料。因此建行(亞洲)可以向信貸資料機構

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。本人同意在合理查核身份後(i)任何由本人發出的 任何口頭指示均不得撤銷;及(ii)建行(亞洲)有權根據該口頭 指示行事;及(iii)任何以該口頭指示而完成之交易均對

本人具有約束力,除非建行(亞洲)在處理該等交易時有任何

故意失責或嚴重疏忽。

- 20.1 任何通知、要求或其他通訊可送至本人最後為建行 (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
 - (i) 如專人送遞,在送遞之時;
- (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
- 本人知悉建行(亞洲)可以透過電子方式通知本人有關 信用卡服務之事宜。本人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 雷子病毒:檔案或資料捐壞及系統故障。本人同意
- 20.2 在不影響以上第14.1條款的情況下,所有由建行(亞洲 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,並對本人具約束力:

建行(亞洲)毋須負上或承擔任何損失或損害之責任

(ii) 建行(亞洲)於香港每日流通的報紙登載或展示 該等通知或宣佈;

(i) 建行(亞洲)在其分行展示該等通知或宣佈;或

- (iii) 建行(亞洲)以普通郵遞方式將通知或宣佈寄往 本人最後為建行(亞洲)所知悉的地址;或 (iv) 建行(亞洲)以電郵方式將通知或宣佈發送往本人 最後為建行(亞洲)所知悉的電郵地址;或
- (v) 建行(亞洲)以短訊方式將通知或宣佈發送往本人 最後為建行(亞洲)所知悉的手提電話號碼;或 (vi) 通過建行(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, 無論本人是否收看或閱讀該等通知。 21. 無力履行責任

如因任何機器、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),或本人/附屬卡會員不能使用 信用卡或信用卡服務,建行(亞洲)毋須負責。 22. 不能豁免之權利

建行(亞洲)未能或延遲按本合約行使任何權利、權力或補救

事宜,並不構成對該權利,或任何相同受阻之權利的單獨或 局部行使,或任何其他權利、權力或補救事宜的放棄。

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,指定商業夥伴及 第三者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。

6.2 信貸資料服務機構 - 本人明白及確認,本人知道在 考慮本人之申請時,建行(亞洲)已取得並考慮本人之 信貸報告。本人確認在提出要求時,本人有權知道 建行(亞洲)通常向信貸資料服務機構或債務追討 代理人诱露那一項個人資料,及有權獲提供進一步 資料令本人可以向有關信貸資料服務機構及/或債務 追討代理人,提出取覽及/或更正有關資料之要求。

(i) 為本人提供及負責保留有關信用卡賬戶運作之

行政服務及資料保管,及提供信用卡推廣服務之

任何第三者服務供應商(不論在香港境內與否)

(ii) 其他建行(亞洲)之聯營機構或同集團公司或其於

(iii)名稱或標誌顯示在信用卡上的任何世界各地的

本人進一步授權建行(亞洲)使用及透露本人之個人

資料及有關本人信用卡賬戶資料,以便更新及/或核實

任何建行(亞洲)之聯營機構、或同集團公司或代理

所持有有關本人之任何及所有個人資料,或作推廣

用途(包括但不限於(i)推廣任何建行(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)與任何建行(亞洲)之聯營機構、或同集團公司

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)不時知會本人之任何其他用途。

任何時候查閱建行(亞洲)持有本人之信用卡賬戶

資料,並要求更新及改正該等資料。建行(亞洲)有權

由於處理上述要求而向本人收取合理費用。關於

查閲或改正資料的要求,應向資料保障主任提出

(地址:中國建設銀行(亞洲)股份有限公司,九龍

任何其他人士知道(或懷疑外洩)信用卡之PIN,或

信用卡被懷疑已被偽造而載有相同之信用卡號碼

本人須在合理可行的情況下儘快致電24小時失卡熱線

(852)317 95505或其他建行(亞洲)不時指定之電記

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)。如本人身處海外,本人應盡快致電VISA

使用或信用卡被偽造,本人須完全就本人按照上述

<u>之指示通知建行(亞洲)前已進行之所有交易負責。</u>

7.2 責任 - <u>如遇信用卡遺失或被竊、PIN被未經授權</u>

如本人離開香港超過一個月,本人須於離港前預先安排支付

Mastercard或銀聯(如適用)報告。

九龍灣宏照道十八號中國建設銀行中心十九樓)。

7.1 信用卡遺失或被竊 - 如信用卡遺失或被竊,或有

6.4 要求查閱之權利 - 本人確認, 本人知道本人有權於

轉交本人之個人資料及信用卡賬戶資料

世界各地的特許持有人;及

第三者。

- 6.3 轉交個人資料 在不影響前述條文的原則下,本人 授權建行(亞洲)向以下人士或機構,保密地透露及

全部責任。

- (ii) (只適用於VISA及Mastercard信用卡)本人同意 所有透過信用卡以非港幣計算之交易(包括現金 透支),將會按VISA或Mastercard當日適用之

(iii) <u>(只適用於銀聯雙幣信用卡)</u>本人同意

- (a) 於香港或海外(不包括中國內地)進行的所有 進行),將誌賬於本人港幣卡賬戶
- (b) 在以下第(c)條款規限下,於中國內地進行的 所有交易(包括現金透支)(無論交易以任何 貨幣進行),將誌賬於本人人民幣卡賬戶。
- 交易(包括現金透支),將可能誌賬於本人 港幣卡賬戶。
- (d) 於中國內地以外地方,以信用卡所作之港幣及 人民幣以外貨幣的所有交易(包括現金诱支) 將按銀聯於折算日所採用的匯率折算為港幣 並誌賬於本人港幣卡賬戶。本人同意接受
- 匯率及不提出爭議。 (e) 就港幣卡賬戶而產生的所有收費及費用,將 誌賬於本人港幣卡賬戶。
- 將按照服務收費一覽表誌賬於本人港幣卡 賬戶或人民幣卡賬戶。 (iv) 本人同意及授權建行(亞洲)於有關到期日從 信用卡賬戶收取本人所有須付款項。在不影響
- 建行(亞洲)可於任何時候要求本人即時全數繳付 欠款的權利 之情況下,本人須於每份月結單所 顯示之到期日或之前,向建行(亞洲)繳付不少於

如本合約之中文及英文文義有任何歧異,概以英文本為準。

信用卡賬戶的欠款。

本合約須按香港之法律所規管及詮釋。本人同意受香港 法院的非專屬司法管轄權所管轄。

如任何時候本合約任何條文於任何方面是或變成不合法、 無效或不能強制執行,本合約中餘下條文之合法性、法律 效力及可強制執行性將不會受影響或損害。

除本人及建行(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 本合約中任何條款的權利。

建行(亞洲)八達通銀聯雙幣信用卡之八達通卡功能使用

重要!使用信用卡內之八達通卡功能,須符合本條款及細則 (「本條款及細則」)及合約內所有適用條文之規定。當閣下於使用 信用卡內之八達通卡功能時,須受合約內所有該等條文及 本條款及細則約束。本條款及細則須與合約一併閱讀。如本條款 及細則與合約有任何抵觸,概以本條款及細則為準。

1.1 於本條款及細則內,下述字詞具有如下含義

「自動增值服務」指當八達通卡(或信用卡內之八達通卡 功能)之儲值達到八達通不時釐定的款額時,為八達通卡 (或信用卡內之八達通卡功能)增加某個金額(該增值 金額由八達通不時釐定)的增值的服務。

「自動增值服務協議」指由八達通與客戶(包括信用卡 會員)就使用自動增值服務所訂立之協議。 在本條款及細則內所提及之「信用卡」,乃指建行(亞洲)

八達通銀聯雙幣信用卡,並與合約內之定義相同。 「八達通發卡條款」指由八達通發佈並不時予以修訂的 八達通發卡條款。

1.2 除於本條款及細則明顯列明外,其他於合約內已

定義之文字及詞句亦適用於本條款及細則。

2. 使用信用卡內之八達通卡功能

本人同意接受以下條款及細則之約束 2.1 信用卡可作八達通卡使用。而使用信用卡內之八達通卡

- 功能須受「八達通發卡條款」及/或由八達通不時訂定之 其他條款及細則約束。 2.2 信用卡已預設自動增值服務。信用卡內之八達涌卡
- 功能之儲值(不論是屬於主卡會員或附屬卡會員)均按

已按上述指示通知建行(亞洲)及警方,本人對於建行 (亞洲)接獲每宗信用卡遺失或被竊的通知之前所 產生的未經授權之信用卡交易(不包括現金交易)的 最高負責金額為500港元。

如建行(亞洲)(基於其獨有意見)認為本人行為誠實及

已盡力保護信用卡及PIN,並於信用卡遺失或被竊後

7.3 補發新卡費用 - 建行(亞洲)可在其酌情權下決定會否 補發新卡。建行(亞洲)可就補發已遺失或被竊之

信用卡,向本人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。 本人明白及確認本人須就建行(亞洲)因本人(及/或任何 附屬卡會員)之詐騙行為或嚴重疏忽所產生之所有損失負上

8.1 信用卡會員之責任

- (i) 本人須向建行(亞洲)負責本人之信用卡之全部 <u>欠款</u>(不論交易是否已於信用卡賬戶誌賬) 包括現金透支、所有利息、所有費用及其他收費 (不論是香港、中國內地或其他地方收取)。
- 匯率折算為港幣,並且誌賬於本人港幣卡賬戶。 本人同意接受匯率及不提出爭議。

- 交易(包括現金透支)(無論交易以任何貨幣
- (c) 由於清算安排,某些以人民幣為貨幣單位的
- (f) 就人民幣卡賬戶而產生的所有收費及費用

自動增值服務作自動增值。所有透過自動增值服務 增值至信用卡的金額須於主卡會員的信用卡賬戶口 扣除。使用自動增值服務須受信用卡會員與八達诵之 「自動增值服務協議」及/或由八達通不時訂定之其他

條款及細則約束。信用卡會員不可取消自動增值服務

有權從信用卡賬戶中扣除信用卡內之八達通卡功能

(除非自動增值服務與信用卡一併終止)。 2.3 如信用卡於任何情況下被終止,任何儲存於信用卡內 用作八達通功能的正數或負數剩餘金額將被誌於 本人的信用卡主卡賬戶,並於信用卡終止後兩個月內 顯示在月結單上。本人同意(i)建行(亞洲)有權以 信用卡內之八達通卡功能所儲存的剩餘金額抵償 信用卡會員欠下建行(亞洲)的債務;或(ji)建行(亞洲)

所記錄之欠數。

本人同意合約內給電子服務所下的定義,是指由建行(亞洲) 電子渠道所提供與信用卡有關之服務(不包括與八達通卡 功能有關之服務)。

4.1 本人同意將本人之姓名、性別、出生日期、香港

4.2 本人已參閱、明白及同意接受於八達通發卡條款及

自動增值服務協議中列明「有關閣下的個人資料收集

聲明:關於個人資料(私隱)條例(「該條例」)的通知

身份證號碼/護照號碼及聯絡資料遞交予八達通作 設立及運作信用卡內自動增值服務功能之用。

5.1 有關信用卡內之八達通卡功能,本人須就建行(亞洲) 實際收到信用卡遺失或被竊報告後之指定期間(由 八達涌不時訂定及公佈)內因任何未經授權使用 信用卡內之八達通卡功能所產生的任何損失負上責任

5.2 本人同意合約中第7.2條款所述之最高負責金額並

不適用於因使用信用卡內的八達通卡功能所產生的

中国建设银行(亞洲) China Construction Bank (Asia)

CCB (ASIA) CREDIT CARD CARDMEMBER AGREEMENT

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT YOU THOROUGHLY UNDERSTAND THE TERMS AND 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 THE FEE SCHEDULE, YOUR USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING TH 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 FOR USE OF OCTOPUS CARE FUNCTION ON CCB (ASIA) OCTOPUS UNIONPAY DUAL CURRENCY CREDIT CARD.

Effective Date: August 1, 2019

1. DEFINITIONS

In this Agreement, the following words have the corresponding "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

"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 95568 for UnionPay Dual

Currency Credit Card or at CCB (Asia)'s website at www.asia.ccb.com "Fees and Charges" means the fees and charges set out in the

"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

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 relevant funds have been received for value by CCB (Asia). 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 corresponding currency of the Card Account using prevailing exchange rate adopted by CCB (Asia). 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 payments must be settled in HKD and my RMB Card Account payments must be settled in RMB. If payment made in HKD is for settlement of my RMB Card Account. I shall specify the payment as such in the manner as CCB (Asia) may determine from time

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 (Asia) may retain in the Card Account or, return to me, or apply toward offsetting against any of my indebtedness owed to CCB (Asia), by such means as CCB (Asia) may determine, any excess sum posited in settlement of the outstanding balance of my Card Account.

(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 CCE

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 agree that CCB (Asia) shall retain the final decision in relation of such

8.5 Refunds - I understand and agree that any amount refunded from any transaction or otherwise recovered in relation to my Card Account(s), whether by way of return, reversal, cancellation, being void or otherwise, will be credited to the relevant Card Account(s).

9. STATEMENTS OF ACCOUNT 9.1 Statement of Account

(i) A Statement of Account will normally be issued at monthly intervals unless there are no entries covering the relevant statement period and:

> (a) (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

(b) (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 "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 b 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.

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

"Statement of Account" means the monthly or other statement

"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).

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 greement from time to time in force and any othe 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.

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 fo use with the Card and keep such PIN and Password (if applicable) confidential. In particular, I agree: (i) to destroy the original printed copy of any PIN or

(ii) not to allow anyone else to use the Card, any PIN or

(iii) not to write down any PIN or Password on the Card or on anything usually kept with or near the Card;

(iv) not to write down or record any PIN or Password without disguising it; (v) that, whenever I choose a PIN or Password. I will not

choose a 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 (vi) not to use the PIN or Password for accessing other services (for example, connection to the Internet or accessing 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

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

In case I do not receive the Statement of Accoun-(other than due to the preceding provision). I shall promptly inform CCB (Asia) by calling the hotline shown on the Card. I understand I am deemed to have received all my Statements of Account unless 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 notify CCB (Asia) in writing of any error of mission therein within sixty (60) days from the date of the Statement Date as set out in the Statement of Account. 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 m Card. These may entitle me 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 scheme. 10.2 Association Services - VISA, Mastercard or UnionPa

may arrange for a package of services and privileges to be supplied to me 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 agreement with CCB (Asia), CCB (Asia) does not accept esponsibility 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

11. OVERSEAS TRANSACTIONS

(Applicable to VISA and Mastercard Credit Card) All ransactions 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 and Mastercard on the issuer 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 (Applicable to UnionPay Dual Currency Credit Card)

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 based on the exchange rate adopted by UnionPay on the date of conversion and charged to my HKD Card

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 indemnify 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 CCF (Ásia)'s discretion. If my Card is not renewed, the whole 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 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 authorizatio for any purchase notwithstanding the availability of credit n 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. <u>In case I wish to</u> 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 CCB (Asia) in respect of the relevant transactions effected by use of the Card. 3.5 Credit Limit

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 Dua 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 espect of a Card Account.

Right to Vary - CCB (Asia) may vary the combined credit limit, the 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 naximum allowable outstanding balance and/or th 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 at its sole discretion permit transaction to be effected in excess of the Limits and Lishall be liable for such transaction and related fees and charges (including the 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) still reserves the right to permit transaction to be effected in excess of the Limits under such

ircumstances as CCB (Asia) may prescribe. 3.6 Use of Card

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

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 act sheets and summaries provided by such selected insurance companies are for information only. CCB (Asia) has 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 Jsername and Password at all times. In particular, I shal 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 nelpdesk 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) s set out in the relevant electronic channels of CCB (Asia) from time to time. I agree that the use of the Jsername and Password for the Electronic adequate identification of myself, 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 me, and I shall nonetheless be responsible for all such instructions given through and my 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 continued use of the 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 if the termination is effected within thirty (30) days from the date of the notice of amendment, CCB (Asia) will repay me the Annual Fee and any other card account related periodi fee (if they can be clearly separated), if paid by me, on a oro rata basis unless the amount involved is minimal.

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

understand and agree that certain transactions (i particular, when physical presentation of the Card is t necessary) may still 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 an 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 nnection with cash advances and/or cred acilities subject to any pre-arrangement required b 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 cast 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 physica ossession of my Card, I will remain fully 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 o 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(s) from time to time adopted by VISA Mastercard, UnionPay and/or JETCO and such

transferable. I shall open and maintain the Card Account to the satisfaction of CCB (Asia). I

(ii) (Applicable to UnionPay Dual Currency Credit

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 agreement, I will not be eligible to enjoy such benefits or I will be charged the relevant fees (as determined by CCB (Asia) at its discretion).

charged per replacement Card.

15. TERMINATION and SUSPENSION 15.1 Termination and Suspension

(i) Lunderstand that I may at any time terminate my Card by giving CCB (Asia) not less than thirty (30) days written notice of termination. CCB (Asia) reserves the right at any time to terminate or suspend my Card without giving prior notice or providing a reason. Upon request by CCB (Asia), the Card (which should be cut into halves) must be returned to CCB (Asia) after termination

(ii) (Applicable to UnionPay Dual Currency Credit Card) My Card is terminated or suspended if either my HKD Card Account or RMB Card Account is terminated or suspended.

15.2 Effect of Termination - If for any reason my Card is terminated by me or by CCB (Asia) or my right to use the Card is revoked on my bankruptcy, death or otherwise,

(i) all rights and privileges (including those of any Supplementary Cardmember) shall be automatically terminated; and

(ii) the total amount charged to my Card (and every supplementary Card) whether or not the transactions made have been posted to the Card Accounts, including the interest, all fees and the full annual fee, and other charges (whether made in Hong Kong, Mainland China or elsewhere), shall become immediately due and payable without demand or notice.

15.3 Indemnity - I shall indemnify CCB (Asia) on demand, for such amount of loss, damage, costs and expenses, legal or otherwise (including all reasonable legal costs and expenses, and debt collection agent's reasonable costs and expenses) which CCB (Asia) may reasonably incur by reason of any transaction effected through the use of a 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

15.4 Closed Card Account

 If there is credit balance remaining after the Card is terminated, in respect of a HKD Card Account, I shall arrange with CCB (Asia) to collect any such remaining credit balance in HKD by way of direct credit to my other HKD bank account with CCB (Asia) or by such other means as CCB (Asia) may determine within six (6) months from such termination. Otherwise, CCB (Asia) may (without prior notice) deduct from such remaining credit palance all reasonable administrative costs incurred by CCB (Asia) thereafter in maintaining such monies pending my collection (Applicable to UnionPay Dual Currency Credit

Card) If there is credit balance remaining after the Card is terminated, in respect of a RMB Card Account, I shall arrange with CCB (Asia) to collect any such remaining credit balance in RMB by way of direct credit to my other RMB bank account with CCB (Asia) or by such other means as CCB (Asia) may determine within six (6) months from such termination. 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 my collection.

16. INFORMATION UPDATES I shall promptly notify CCB (Asia) of any change in my personal

information (including address, e-mail address and telephone number) and any change in my financial and employment

other card facilities or services as CCB (Asia) may om time to time provide or arrange.

issued to me is the CCB (Asia) Octopus UnionPa Dual Currency Credit Card, it will be equipped wit the Octopus card function by OCL, any use of the Octopus card function on such Card shall be subject to the Terms and Conditions for use of 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

4. FEES AND CHARGES

4.1 Fees and Charges - I agree the following Fees and Charges shall be levied on my Card Accounts. <u>MORE</u> DETAILS ARE SHOWN IN THE FEE SCHEDULE. I CONFIRM THAT I UNDERSTAND THESE FEES AND

Card Replacement Fee - A card replacement fee will be

17. SUPPLEMENTARY CARDS

Card Account(s).

Currency Credit Card.

will be subject to a handling fee.

17.1 Liability of the Principal Cardmember - A Supplementary Cardmember shall be bound by the terms and conditions of this Agreement. I shall be fully liable for my debts and liabilities as well as all the debts and jabilities of the Supplementary Cardmember under the Card Accounts.

Cash Advance Fee - A handling fee will be charged for

Credit Balance Refund Handling Fee - Withdrawal of

any credit balance of my Card Accounts will be subject to

Credit Card Repayment Service Fee at Designated

Payment Affiliates - A handling fee will be charged for

every payment transaction made through any designated

Credit Reference Letter Handling Fee - Issuance of a

Credit Card Paper Statement Fee - A service fee will be

charged per quarter if I choose to receive the paper

Fee relating to Foreign Currency Transactions (Applicable to VISA and Mastercard Credit Card) - A

ee will be charged for every transaction effected in a

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

Finance Charge - In respect of cash advance, the

finance charge is calculated from the date of advance until full repayment is received. In respect of a retail

urchase, 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

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

(ii) the amount of each new transaction being posted

The applicable finance charges in respect of cash

advances and retail purchases are specified in the Fee

Foreign Currency Check Processing Fee - Foreign currency

check(s) 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

Late Payment Fee - If I fail to pay in full the respective

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

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 Statemen

of Account exceeds the combined credit limit or the pre-set

credit limit for VISA, Mastercard and UnionPay Dual

Sales Draft Retrieval Fee - Retrieval of a sales draft copy

Statement Retrieval Fee - Retrieval of a copy of a

I agree to pay such other reasonable fees and charges as

Statement of Account will be subject to a handling fee.

avoidance of doubt, RMB check will not be accepted.

since the Statement Date, from the transaction date until payment in full.

interest rate shown on the Fee Schedule) based on:

credit reference letter will be subject to a handling fee

every cash advance transaction made.

payment affiliate of CCB (Asia).

currency other than HKD.

the point of sale.

17.2 Liability of the Supplementary Cardmember - Each Supplementary Cardmember shall be liable for his/her own debts and liabilities under the Card Accounts but shall not be liable for my debts and liabilities or the debts and liabilities of any other Supplementary Cardmember(s). Should I request cancellation of any supplementary card, the Supplementary Cardmember and I agree to pay and be liable for all debts and liabilities that supplementary card including after such request and until such supplementary card is surrendered to and received by CCB (Asia).

18.1 Set Off - CCB (Asia) may, at any time without prior notice, combine or consolidate any accounts (of whateve nature, wherever situate, whether in my name solely o iointly 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 towards satisfaction of my obligations and/o iabilities 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 of unsecured and whether they are owed by me to CCE (Asia) in whatever capacity, and where such combination consolidation, set-off, debit, withholding, application of transfer requires the conversion of one currency into another, such conversion shall be calculated at the spo 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. Lagree that CCB (Asia) may exercise its rights herein and apply any credit balance in such joint account in or towards atisfaction of any obligations and/or liabilities owed to CCB (Asia) by myself or by the other joint account holder(s). I understand that CCB (Asia) shall, as soon as practicable, give notice to me of any exercise of its righ under this clause. Without prejudice to the generality of the foregoing

where a supplementary card is issued, CCB (Asia) may, a any time without prior notice, set-off, debit, withhold apply and/or transfer (i) any sum standing to the credit of any one or more of my accounts in or towards satisfaction of the debts and liabilities of the Supplementary Cardmember under the Card Account; and (ii) any sun standing to the credit of any one or more of the Supplementary Cardmember's accounts in or towards satisfaction of the debts and liabilities of tha supplementary Cardmember under the Card Account. 18.2 Lien - I hereby authorize CCB (Asia) to exercise a lien

over all of my property 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 occeeds to satisfy any of my obligations and/or liabilities o CCB (Asia). 18.3 Other Rights - The rights of CCB (Asia) under this Clause 18 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 of my liabilities to CCB (Asia), whether such liabilities or any of them arise

on any account or in any other respect or manner

processing of cash payments; and (ii) fees and charges specified in any application form, product feature leafle or other relevant marketing or promotional materials in relation to the Card). 4.2 Payment Order - Payment of the Fees and Charges shall

notified by CCB (Asia) from time to time (including

without limitation, (i) fees and charges relating to the

be made by such means and in such manner as CCE (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 my Card Accounts in the following sequence:

(i) Late Payment Fee and Overlimit Fee; then Cash Advance Fee: then

(vii) monthly installments balance: then

(iii) Sales Draft Retrieval Fee, Card Replacement Fee, Credit Card Paper Statement 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

(viii) outstanding balance with the highest Annualized Percentage Rate (APR): then (ix) any remaining portion to the other outstanding balances in descending order based on the applicable APR(s); then

(x) any other amount payable under this Agreement. For the avoidance of doubt, the balances under clauses viii) and (ix) include the amount(s) payable unde promotion program(s), if any, that may be implemented om 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 shall be liable to pay the reasonable costs and expens of such collection agent and/or lawyer and such other onable 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, <u>transfer and disclose (whether within or outside Honc</u> (ong) 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 of terms and conditions from time to time made available by

19. VERBAL INSTRUCTIONS

In the course of providing the Card services, I acknowledge that CCB (Asia) may (but is not obliged to) record verbal instructions received from me and/or any verbal communication between me 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 CCE (Asia) may from time to time specify. I agree that, after reasonable verification of identity, (i) any verbal instructions given by me shall be irrevocable; (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 wilful default or gross negligence on the part of CCB (Asia) in processing such transaction, be binding on me.

20. NOTICES

20.1 Any notice, demand or other communication may be sent to me in writing to my last known address, by e-mail to my last known email address, by short message service to my last known mobile number or by facsimile to my last known facsimile number. Written notice, demand or other communication shall be deemed to have been duly sent to and received by me

> if delivered personally, at the time of delivery; (ii) if sent by letter postage prepaid, on the third ousiness day after posting; and

(iii) if sent by email, short message service or facsimile transmission, at the time of dispatch. I acknowledge that CCB (Asia) may communicate with me electronically in connection with the Card services. Lagree to accept the risks of unauthorized interference of transmission, delay or non-delivery of any file, attachment or communication, transmission of virus, corruption of file or data and failure of system. I agree that CCB (Asia) shall not be liable for any loss or damage arising thereon.

20.2 Without prejudice to Clause 14.1, all notices of announcements by CCB (Asia) in connection with any or the accounts, services or fees and charges governed by this Agreement shall also be deemed duly given or made and effective and binding on me if CCB (Asia) has: 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 nv last known address: or (iv) sent the notice or announcement by e-mail to my last known e-mail address; or) sent the notice or announcement by short message

service to my 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 I have retrieved or read the

21. 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 my/Supplementary Cardmember(s)' ability to use the Card of 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 of CCB (Asia) sagents or sub-contractors). 22. 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 by CCB (Asia)

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, agents, contractors 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 application, a credit report is obtained and considered. acknowledge that I have the right, on request, to be informed of what information is routinely disclosed by agencies and be provided with further information to enable me to make an access and/or correction 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 Personal Data and the information about my Card Accounts confidentially to

(i) 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;

affiliates or group companies of CCB (Asia) or its licensees worldwide; and

with my Card Accounts for the purpose of updating

(iii) 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

and/or verifying any and all of my 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 me. 6.4 Right to Request Access - I confirm that I am aware of

my entitlement at 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 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, 19/F, 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 PIN is known (or suspected to be known) by any other person, or if there is suspicion of any counterfe card bearing the same account number as the Card. I will as soon as reasonably practicable report it to CCB (As by calling the 24-Hour Lost Card Hotline at (852) 31 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. While I am in overseas, I should notify Visa, Mastercard or UnionPay (as appropriate) promptly.

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

23. ABSENCE FROM HONG KONG

If I should be absent from Hong Kong for more than one month arrangements to settle the Card Accounts should be made prior to my departure

If there is any difference between the English version of this Agreement and the Chinese version, the English version shall

24. LANGUAGE

25. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. I agree to submit to the

non-exclusive jurisdiction of the courts of Hong Kong.

26. SEVERABILITY

If at any time any provision of this Agreement is or becomes llegal, invalid or unenforceable in any respect, the legality validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired as a result.

27. RIGHTS OF THIRD PARTIES

No person other than I 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.

Terms and Conditions for use of Octopus Card Function on CCB (Asia) Octopus UnionPay Dual Currency Credit

IMPORTANT! USE OF THE OCTOPUS CARD FUNCTION ON THE CARD SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS"). IN ADDITION TO ALL APPLICABLE PROVISIONS OF AGREEMENT, YOU SHALL BE BOUND BY ALL THOSE PROVISIONS OF THE AGREEMENT AND THESE TERMS AND CONDITIONS UPON SUCH USE. THESE TERMS AND CONDITIONS SHALL BE READ IN CONJUNCTION WITH TH AGREEMENT. IN CASE OF ANY INCONSISTENCY BETWEEN THESE TERMS AND CONDITIONS AND THE AGREEMENT THESE TERMS AND CONDITIONS SHALL PREVAIL.

1.1 In these Terms and Conditions, the following words have the corresponding meanings

1. DEFINITIONS

"AAVS" means the Octopus Automatic Add Value Service provided by OCL, which is the service of adding certain amount of value (determined by OCL from time to time) to an Octopus card (including the Octopus card function on the Card) when the value stored on the Octopus card (or pursuant to the Octopus card function

on the Card) has reached a certain level determined by

OCL from time to time. "AAVS Agreement" means the Octopus Automatic Add Value Agreement between OCL and the customer (including the Cardmember) in connection with use of the "Card" when used in these Terms and Conditions refers

to the CCB (Asia) Octopus UnionPay Dual Currency

Credit Card and shall have the same meanings as defined

in the Agreement. "Conditions of Issue of Octopus" means the Conditions of Issue of Octopus published by OCL, as amended by OCL from time to time.

1.2 Unless expressly stated otherwise in these Terms and Conditions, words and expressions defined in the Agreement shall have the same meanings when used

the loss or theft was reported to CCB (Asia) in the manner described above, provided that if CCB (Asia) considers (in ts sole opinion) Í have acted in good faith and with dùe 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 HKD500 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. Lunderstand and acknowledge that I shall be liable for all losses suffered by CCB (Asia) if I (and/or any Supplementary Cardmembers(s)) have acted fraudulently or with gross negligence.

8. PAYMENTS 8.1 Liability of the Cardmember

(i) I shall be liable to CCB (Asia) for all amounts charged to my Card (whether or not the transaction re been posted to the Card Accounts), including cash advances, all interest, all fees and other

China or elsewhere. (ii) (Applicable to VISA and Mastercard Credit Card) agree that all transactions (including cash advances) on the Card Account not made in HKD shall be converted to HKD using the applicable VISA o Mastercard exchange rate (as appropriate) on the date

I agree to accept the exchange rates without dispute (iii) (Applicable to UnionPay Dual Currency Credit Card) I agree that:

(irrespective of the currency of such transactions) shall be posted to my HKD Card Account. (b) subject to sub-clause (c) below, all transactions (including cash advances) made in Mainland

harges, whether made in Hong Kong, Mainland

of conversion and posted to my HKD Card Account

(a) all transactions (including cash advances) made in

Hong Kong or overseas, excluding Mainland China

China (irrespective of the currency of such transactions) shall be posted to my RMB Card Account. (c) certain transactions (including cash advances made in RMB may be posted to my HKD Card Account due to the settlement arrangement.

(d) 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 f conversion and posted to my HKD Card Account. I agree to accept the exchange rates without dispute.

(e) all Fees and Charges in respect of my HKD Card Account shall be posted to my HKD Card Account. (f) 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. (iv) I agree and authorize CCB (Asia) to debit the Car Account for all the amounts payable by me to CCE to the right of CCB (Asia) to demand immediate payment of the full amount outstanding at any time. shall pay to CCB (Asia) at least the required minimum payment of my Card Account(s) indicated in each Statement of Account on or before the due date specified therein.

2. USE OF THE OCTOPUS CARD FUNCTION ON THE CARD I agree that I shall be bound by the following terms and

2.1 The Card may be used as an Octopus card. Use of the Octopus card function on the Card is subject to the Conditions of Issue of Octopus and/or other terms and conditions laid down by OCL from time to time.

2.2 The Card is linked to the AAVS and the value stored pursuant to the Octopus card function on the Card (irrespective of whether it is for the principal Cardmembe or Supplementary Cardmember) shall be automatically Card through the AAVS shall be charged to the Card Account of the principal Cardmember. The use of the AAVS on the Card is subject to the AAVS Agreement between the Cardmember and OCL and/or other terms and conditions laid down by OCL from time to time. I shall not cancel the AAVS (unless the AAVS is terminated

together with the Card itself). 2.3 If the Card is terminated for whatever reason, any positive or negative remaining value of the Octopus card function as stored on my Card will be posted into my Principal Card account. This will be reflected on the monthly statement within two months after the Card is terminated I irrevocably agree that (i) CCB (Asia) may apply any positive remaining value of the Octopus card function as stored on the Card in or towards satisfaction of any outstanding debts owed by me to CCB (Asia), or (ii) CCB

(Asia) shall deduct from the Card Account any negative

balance of the Octopus card function on the Card. 3. ELECTRONIC SERVICE

shall mean the Card related services (excluding any services relating to the Octopus card function) available from CCB (Asia)'s electronic channels. 4. DATA PRIVACY **4.1** I agree that my name, gender, date of birth, Hong Kong

I agree that the Electronic Service as defined in the Agreement

information will be submitted to OCL for the purpose of setting up and operation of the AAVS on the Card. 4.2 I have read, understand and agree with the "Personal "Notice") in accordance with the Personal Data (Privacy)

Conditions of Issue of Octopus and the AAVS Agreement 5. LOST CARD LIABILITY

5.1 With respect to the Octopus card function on the Card, I shall be fully liable for any loss arising from any unauthorized use of the Octopus card function on the Card during a specific period of time (as determined or announced by OCL from time to time) after actual receipt of the Card loss or theft report by CCB (Asia). 5.2 I agree that the limitation on my maximum liability as set

Ordinance (the "Ordinance")" as contained in the

in Clause 7.2 of the Agreement shall not apply to loss in

relation to transactions arising from the use of the Octopus card function on the Card.

● 中国建设银行(亞洲)