

CCB (ASIA) UNIONPAY DUAL CURRENCY CREDIT CARD CARDMEMBER AGREEMENT

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT YOU THOROUGHLY UNDERSTAND THE TERMS AND CONDITIONS SET OUT BELOW. IF AT ANY TIME YOU DO NOT ACCEPT ANY OF THEM, PLEASE STOP THE CARD AND WE WILL NOTIFY CCB (ASIA) THIS DOCUMENT, TOGETHER WITH THE FEE SCHEDULE AND THE TERMS AND CONDITIONS FOR USE OF OCTOPUS CARD FUNCTION ON CCB (ASIA) OCTOPUS UNIONPAY DUAL CURRENCY CREDIT CARD, COMPRISES THE CARDMEMBER AGREEMENT ("AGREEMENT"), YOUR USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING THE CARD ACCOUNT) WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

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

"**CCB (Asia)**" means China Construction Bank (Asia) Limited, a licensed bank.
"**Card**" means any CCB (Asia) UnionPay Dual Currency Credit Card, comprising a HKD Card Account and a RMB Card Account (including any replacement and subsequently renewed dual currency credit card) issued by CCB (Asia). Where the context permits or requires, a Card includes a Supplementary 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(s)**" means either the HKD Card Account or the RMB Card Account or both in respect of the Card.
"**UnionPay**" means China UnionPay Company Limited, a joint stock limited liability company incorporated in the People's Republic of China.
"**Fee Schedule**" means the CCB (Asia) UnionPay Dual Currency Credit Card Fee Schedule (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 Service Hotline at 317 95568 or at CCB (Asia)'s website www.asia.ccb.com.
"**Fees and Charges**" means the fees and charges set out in the Fee Schedule.
"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.
"**HKD**" means Hong Kong Dollar(s) being the lawful currency of Hong Kong.
"**HKD Card Account**" means an account in HKD opened and maintained 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 mainland of the People's Republic of China excluding Hong Kong and Macau.
"**OCL**" means Octopus Cards Limited.
"**Octopus Card**" means a stored value card or product issued by OCL.

"**Password**" means the identification made available to or selected by me and used (together with the Username) to access the Web Service.
"**Personal Data**" means the personal data relating to me.
"**PIN**" means all personal identification number(s) assigned by CCB (Asia) to, or subsequently selected by, me for the

purpose of identifying me for certain transactions made through the use of the Card.
"**RMB**" means Renminbi, being the lawful currency of the People's Republic of China.
"**RMB Card Account**" means an account in RMB opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.

"**Statement of Account**" means the monthly or other statement arising from the Card Account sent to me setting out, among other things, the charges and other financial liabilities owed by me in respect of both HKD Card Account and RMB Card Account.
"**Supplementary Cardmember**" means any person nominated by the Cardmember and to whom a Supplementary Card is issued.
"**Terms and Conditions for use of Octopus Card function on the CCB (Asia) Octopus UnionPay Dual Currency Credit Card**" means the Terms and Conditions for use of Octopus card function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card, which are set out at the end of this Agreement.

"**Username**" means the user identification made available to or selected by me and used (together with the Password) to access the Web Service.
"**Web Service**" means the Card related services available from CCB (Asia)'s website.

2. APPLICATION OF THIS AGREEMENT

2.1 I understand, recognize and consent that all facilities made available to me in respect of the Card or the Card Account are subject to the terms and conditions of this Agreement from time to time in force and any other applicable terms and conditions. I shall become subject to such terms and conditions (if not already so subject) by signing, activating or using the Card or permitting its use.
2.2 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of any Cardmember.

3. USE OF THE CARD

3.1 **The Card** - I shall sign and activate the Card upon its receipt and keep the Card in a safe place. I shall be liable for all losses as a result of any failure or delay in so doing. The Card remains the property of CCB (Asia) at all times and shall be returned to CCB (Asia) upon request.
3.2 **PIN** - I shall handle with due care any PIN or Password for use with the Card and keep such PIN and Password (if applicable) confidential. In particular, I agree:
(i) to destroy the original printed copy of any PIN or Password;
(ii) not to allow anyone else to use the Card, any PIN or Password;
(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 disclosing 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 birthday or the birthday 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 responsibility for all consequences, losses and/or liabilities arising or incurred as a result of the PIN or Password not being known to another person or 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 month day of the month indicated thereon and shall terminate thereafter. I must return the Card to CCB (Asia) upon request. The renewal of the Card shall be at CCB (Asia)'s discretion. If my Card is not renewed, the whole outstanding balances of my Card Accounts become due and payable immediately. Any renewal of the Card is subject to my agreement to be bound by giving CCB (Asia) written notice within thirty (30) days from the date of renewal.

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) I do not provide a valid credit authorization for any purchase notwithstanding the availability of credit in my favour under my Card Account. Further, I will not hold CCB (Asia) liable or responsible in respect of any product or service purchased through the use of my Card, or any other person or other persons. In case I wish to cancel any direct debit transaction(s) or authorization(s) effected in respect of the use of the Card with any merchant, I shall arrange cancellation with the relevant merchant.
The existence of any claim or dispute between any merchant and myself or between any merchant and I to settle any sum outstanding with CCB (Asia). Subject to Clause 9 below, my failure to sign any credit card sales draft or cash advance voucher will not relieve my liability to CCB (Asia) in respect of the relevant transactions effected by use of the Card.

3.5 **Credit Limit** - I will give my credit limit expressed in HKD (inclusive of a cash advance limit) which will be my maximum allowable outstanding balance in respect of my Card to be shared between the HKD Card Account and RMB Card Account at any time, as set by CCB (Asia) at its discretion. My credit limit will be shared between me and all of my Supplementary Cardmember(s) (if applicable). I shall strictly observe such credit limit. CCB (Asia) reserves the right to decrease my credit limit from time to time, without prior notice to or consent from me. CCB (Asia) may at its sole discretion permit transactions to be effected in excess of the credit limit and I shall be liable for such transaction and related fees and charges (including the Overlimit Fee) in accordance with the terms of this Agreement.

3.6 **Use of Card** - The Card is issued for my personal use and is not transferable. I understand and agree that certain transactions (in particular, when physical presentation of the Card is not 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 the credit limit set by CCB (Asia), in connection with: (i) the payment for any purchase of goods and/or services, payment for which may be charged to the Card Account(s); and (ii) cash advances

and/or credit facilities subject to any pre-arrangement required by CCB (Asia). I understand and acknowledge that with effect from March 1, 2013, prior activation (in the manner as from time to time indicated) shall be made before overseas cash advance and overseas Automatic Teller Machine (ATM) function are available to me. I understand and permit to use my Card for charges, for identification or for any other purpose. If I allow someone else to use my Card or relinquish physical possession of my Card, I will remain fully liable to CCB (Asia) 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. 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 the merchant and market locations which are using or connected to UnionPay and/or JETCO systems and/or for cash advances effected at automated teller machine(s) bearing the logo(s) from time to time adopted by UnionPay and/or JETCO and such other card facilities or services as CCB (Asia) may from time to time provide or arrange to provide. I acknowledge that if the Card issued to me is the CCB (Asia) Octopus UnionPay Dual Currency Credit Card, which is equipped with the Octopus card function by OCL, any use of the Octopus card function on such Card shall be subject to the terms and conditions of the Octopus card function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card of this Agreement from time to time in force and I agree to be bound by them upon such use.

4. FEES AND CHARGES

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

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

4.3 **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).

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

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

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

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

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

4.9 **Finance Charge** - In respect of cash advance, the finance charge is calculated from the date of advance up to the date the amount is repaid. If I do not make a purchase, if you pay the outstanding balance in full on or before the payment due date (each as shown in the Statement of Account), no finance charge will be

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 unlawful.

15.4 **Overlimit Fee** - If there is credit balance remaining after the Card is terminated:

(i) in respect of my 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 balance all reasonable administrative costs incurred by CCB (Asia) thereafter in maintaining such monies pending my collection.
(ii) in respect of my 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. COMMUNICATION

I shall promptly notify CCB (Asia) of any change in my personal information (including residence, office or mailing address and/or telephone number(s)) and any change in financial and employment status. I understand that each such mailing address shall always be in Hong Kong. In case such chosen mailing address is not accessible through mail or delivery, CCB (Asia) has the option to use other address(es) held on CCB (Asia)'s record.

17. SUPPLEMENTARY CARDS

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 liabilities of the Supplementary Cardmember under the Card Accounts.

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 under that Supplementary Card including after such request and until such Supplementary Card is surrendered to and received by CCB (Asia).

18. SET-OFF

18.1 **Set Off** - CCB (Asia) may, at any time without prior notice, combine or consolidate any accounts (of whatever nature, wherever situate, whether in my name solely or jointly with other(s)) and whether

levied. If (for a cash advance or retail purchase) the amount paid is less than the whole outstanding balance, a finance charge will be applied to the retail purchase (at the interest rate shown on the Fee Schedule) based on:

(i) 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 since the Statement Date from the transaction date until payment in full.

If the required minimum payment is not paid in full (as indicated in the Statement of Account) by 44 or 54 days past the date of such Statement of Account, I will be given not less than thirty (30) days notice before any further finance charges for all the sum due take effect.
The applicable finance charges in respect of cash advances and retail purchases are specified in the Fee Schedule.
I agree that once a higher finance charge has been applied, I will continue to be applicable (regardless of whether or not any subsequent minimum payment has been made in full) until further notice is given to me.

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

4.11 **Late Charge** - If I fail to pay in full the respective "Minimum Payment" on or before the "Payment Due Date", each as set out in the Statement of Account, in respect of my HKD Card Account and/or RMB Card Account, a late charge or late charges will be imposed on each of the relevant fees and charges payable by me.

4.12 **Overlimit Fee** - An overlimit fee will be charged once per each Statement of Account if the outstanding balance as at the date of the Statement Date as set out in the Statement of Account exceeds the prescribed credit limit for the Card.

4.13 **Returned Check or Autopay Reject Handling Fee** - A handling fee will be charged for each returned check or autopay reject.

4.14 **Sales Draft Retrieval Fee** - Retrieval of a sales draft or autopay reject handling fee.
4.15 **Statement Retrieval Fee** - Retrieval of a copy of a Statement of Account will be subject to a handling fee.

I agree to pay such other reasonable fees and charges as notified by CCB (Asia) from time to time (including, without limitation: (i) fees and charges relating to the processing of cash payments; and (ii) fees and charges specified in any application form, product feature leaflet or other 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

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/or liabilities 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 me to CCB (Asia) in whatever capacity, and where, withholding, application or transfer requires the conversion of one currency into another, such conversion shall be calculated on 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, I agree 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 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 right under this clause.

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) (or of CCB (Asia)'s agents or sub-contractors), 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 proceeds to satisfy any of my obligations and/or liabilities to 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 of their arise on any account or in any other respect or manner whatsoever.

19. VERBAL INSTRUCTIONS

In the course of providing the Card services, I acknowledge that CCB (Asia) may (but is not limited to) receive 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 CCB (Asia) may from time to time specify. I agree that, after reasonable notice, I shall permit: (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 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 (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 facsimile transmission, at the time of dispatch.
20.2 Without prejudice to Clause 14.1, all notices or

practices and procedures. Any payment made shall be applied in settling my Card Accounts in the following sequence:

(i) late charge and overlimit fees; then
(ii) cash advance fee; then
(iii) sales draft retrieval fee, replacement card fee, autopay reject handling fee, returned check fee and other fees and charges; then
(iv) annual fee; then
(v) finance charge for cash advance interest; then (vi) finance charge for interest on purchases; then (vii) monthly installments balance; 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 terms and conditions of the Card Account(s); then
(x) any other amount payable under this Agreement.
For the avoidance of doubt, the balances under clauses (vii) and (ix) include the amount(s) payable under promotion program(s), if any, that may be implemented from time to time, outstanding balance in respect of cash advance and outstanding balance in respect of purchases.

5. DEFAULT AND INDEMNITY

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

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

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

6. DATA PRIVACY

6.1 **Privacy Notice** - I acknowledge, confirm and agree that CCB (Asia) may and may continue to obtain, use, store, transfer and disclose (whether within or outside Hong Kong) Personal Data for such purposes and to such persons in accordance with its policies on its privacy and disclosure of personal data as set out in its privacy policies or any other statements, circulars, notices or terms and conditions from time to time made available by CCB (Asia) to its customers. Accordingly, CCB (Asia) may obtain the Personal Data from, or provide the Personal Data to, among others, credit reference agencies, banks, any affiliate or group companies of CCB (Asia), government and regulatory bodies, agents, contractors, selected business partners and third party service providers and, in the event of default, debt collection agencies.

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 me if CCB (Asia) has:

(i) displayed the notice or announcement at CCB (Asia) branches or other locations; 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 my last known address; or
(iv) in relation to transaction operated through electronic banking services offered by CCB (Asia), put the notice or announcement on CCB (Asia)'s website whether or not I have retrieved or read the notice.

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 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 of CCB (Asia)'s agents 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 of the exercise of any other right, power or remedy by CCB (Asia).

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.

24. LANGUAGE

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

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. I shall 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 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 as a result.

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

6.3 **Transfer of Personal Data - Without prejudice to the business, authorize CCB (Asia) to disclose and transfer the 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 the Card Accounts and marketing of Card Account services; (ii) affiliates or group companies of CCB (Asia) or its licensees worldwide; and (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 with my Card Accounts for the purpose of updating 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, 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 whose name or logo appears on the Card (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 to 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/C, 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 counterfeit card bearing the same account number as the Card, I will as soon as reasonably practicable report it to CCB (Asia) 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. If such loss or theft occurs overseas, the report should still be made to the said Hotline (which is toll-free) and to local police.

7.2 **Liability** - I shall be fully liable for all transactions effected through a lost or stolen Card or through

unauthorized use of the PIN or counterfeit card occurring prior to the time the loss or theft was reported to CCB (Asia) in the manner described above, provided that if CCB (Asia) considers (in its sole opinion) I have acted in good faith and with due care and diligence and to have reported the loss or theft to CCB (Asia) and to the police in the manner described above, my maximum liability for unauthorized transactions made through the Card (not including cash transactions before the loss or theft is reported to CCB (Asia) shall not exceed HKD\$500 on each occasion.

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

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

8. PAYMENTS

8.1 **Liability of the Cardmember** - I shall be liable to CCB (Asia) for all amounts charged to my Card (whether or not the transaction have been posted to the Card Accounts), including cash advances, all interest, all fees and other charges, whether made in Hong Kong, Mainland China or elsewhere. I agree that:

(i) all transactions (including cash advances) 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 my HKD Card Account.
(ii) subject to sub-clause (iii) below all transactions (including cash advances) which are effected by the use of the Card in Mainland China shall be posted to my RMB Card Account.
(iii) certain transactions effected by the use of the Card in RMB may be posted to my HKD Card Account due to the settlement arrangement.
(iv) all transactions effected by the use of the Card in currency other than HKD and RMB shall be converted to HKD using CCB (Asia)'s prevailing exchange rate on the date of conversion and posted to my HKD Card Account. Costs and expenses of such conversion and exchange rates as quoted from time to time without dispute.
(v) all Fees and Charges in respect of my HKD Card Account shall be posted to my HKD Card Account.
(vi) 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 CCB Fee Schedule.

I agree and authorize CCB (Asia) to debit the Card Accounts for all the amounts payable by me to CCB (Asia) on the relevant due dates. Without prejudice to the right of CCB (Asia) to demand immediate payment of the full amount outstanding at any time, I shall pay to CCB (Asia) at least the respective required minimum payments of my HKD Card Account and RMB Card Account indicated in each Statement of Account on or before the due date specified therein.

8.2 **Currency** - I shall always specify clearly in respect of which Card Account(s) my payments 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

9.2 **Errors in the Statement of Account** - The entries in the Statement of Account are presumed true and correct unless I notify CCB (Asia) in writing of any error or omission therein within sixty (60) days from the date of the Statement Date as set out in the Statement of Account. If no error is reported within the time specified in the Statement of Account, the entries 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 AND/OR BENEFIT SCHEMES

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

11. 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 my HKD Card Account based on the exchange rate adopted by UnionPay's prevailing exchange rate on the date of conversion. I agree to accept UnionPay's exchange rates as quoted from time to time without dispute.

12. INSURANCE OFFERS

I understand that CCB (Asia) may arrange to provide insurance offers for my consideration through its selected insurance companies. The relevant marketing or promotional materials, fact sheets and summaries provided by such selected insurance companies are for information only. 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. WEB SERVICE

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

13.2 **Security Measures** - I shall not allow anyone else to operate the Web Service on my behalf. I agree that I shall be bound by the terms and conditions in respect of my use of the online services provided by CCB (Asia) as listed in the relevant website and web pages of CCB (Asia) from time to time. I agree that the use of the Username and Password for the Web Service is 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 Web 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 Web 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 and/or 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 and/or the Fee Schedule. Where such amendments affect the Fees and Charges and/or my liabilities or obligations, I will be given the notice in writing sixty (60) days 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 periodic fee, if paid by me, which can be separately distinguished on a pro 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 part of its assets and/or obligations under the Card Accounts or this Agreement without notice to me.

15. TERMINATION