

CNCBI Credit Cardmember Agreement

CNCBI Credit Card (each a "Card" and together the "Card") is issued by China CITIC Bank International Limited (the "Bank") to the applicant thereof (the "Principal Cardmember") or any person nominated by the Principal Cardmember and approved by the Bank to receive a Supplementary Card (the "Supplementary Cardmember") upon the following terms. By applying for, signing on or using the Card, the Principal Cardmember and each Supplementary Cardmember (each and together the "Cardmember") agree and confirm that the application and use of each Card will be subject to the following terms.

1. ISSUANCE OF CARD AND USE OF AUTHENTICATION FACTORS

- 1.1 The Bank may refuse to accept an application for a Card at its absolute discretion. Documents submitted to the Bank in connection with the application of the Card will not be returned.
- 1.2 The Bank may assign such credit limit (the "Credit Limit") to the Card issued to the Cardmember as the Bank may deem fit. The Bank may in its sole discretion reduce the Credit Limit at any time without giving prior notice to the Cardmember and increase the Credit Limit at any time with prior notice.
- 1.3 The Cardmember will:
 - (a) sign the Card issued in his name immediately upon receipt;
 - (b) keep his Card secure under his personal control at all times;
 - (c) not exceed the Credit Limit;
 - (d) not use the Card after it has been withdrawn or terminated;
 - (e) not authorize any third party to use the Card in any manner;
 - (f) make good any amount in excess of the Credit Limit forthwith without demand from the Bank.
- 1.4 Authentication factors include but are not limited to Personal Identification Number ("PIN"), device binding, biometric and in-app confirmation. Card information includes but is not limited to the card number, the security code, the expiry month and year of his Card or any other information or matter relating to his Card which is necessary for effecting any transaction by using his Card. The Cardmember will keep any authentication factors and card information in connection with the use of the Card strictly confidential and immediately inform the Bank if the card or authentication factor is lost, stolen or the authentication factor or card information has been compromised.
- 1.5 The Cardmember should inform the Bank as soon as reasonably practicable through the Bank's Lost Card Reporting Hotline 3603 7899 after he finds that his Card or authentication factor has been lost, stolen or when the authentication factor or card information has been compromised.
- 1.6 The Cardmember shall not be responsible for any losses incurred:
 - (a) in the event of misuse when the Card has not been received by him;
 - (b) for all transactions not authorized by him after the Bank has been given adequate notification that the Card/authentication factor has been lost, stolen or when the authentication factor or card information has been compromised;
 - (c) as a result of faults having occurred in the terminals, or other systems used, unless the fault was obvious or advised by a message or notice on display; and
 - (d) when transactions are made through the use of counterfeit cards.
- 1.7 The Cardmember understands that he may have to bear a loss when the Card has been used for an unauthorized transaction before he has informed the Bank that his Card or authentication factor has been lost, stolen or when the authentication factor or

card information has been compromised. Provided that he has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his Card or authentication factor has been lost, stolen or when the authentication factor or card information has been compromised, his maximum liability for such credit card loss shall be **HK\$500**. The aforesaid maximum liability does not cover cash advance transactions.

- 1.8 Notwithstanding anything contained herein, the Cardmember will be liable for all losses in connection with the Card if he has acted fraudulently, with gross negligence, failed to inform the Bank as soon as reasonably practicable after having found his Card or authentication factor has been lost, stolen or when the authentication factor or card information has been compromised, or has failed to follow to safeguard his authentication factor or card information in accordance with the advice of the Bank.

2. USE OF THE CARD

- 2.1 The Card may be used as a credit card and, subject to the agreement of the Bank, an ATM Card in connection with the Cardmember's account(s) maintained with the Bank. Use of the Card as a credit card shall be subject to this Agreement. Use of the Card as an ATM card shall be subject to the Terms and Conditions for ATM Card and the General Terms and Conditions of the Bank.
- 2.2 The Card may be used at any branch or ATM machine (subject to the availability of cash and any applicable withdrawal limit) of the Bank and other financial institutions and merchants which accept the Card for drawing cash advance, effecting purchases of goods and services and such other transactions as may be acceptable to the Bank. However, the Cardmember shall not use the Card to take part in any illegal activities (including unlawful gambling through the Internet). The Bank reserves the right at its absolute discretion at any time to reject the use of the Card as a credit card for purchase of any goods or services.
- 2.3 Unless otherwise provided herein, the Cardmember shall be liable for all transactions effected through the use of the Card, Card details, or any equipment or device used to access the Credit Card Account, whether or not a sales draft or transaction record has been exceeded. Such transactions may include orders placed by telephone, fax, through the Internet or a wireless network, contactless reader, other electronic terminals or devices, mail order, direct debit authorization, or use of the Card at ATM machines.
- 2.4 The Bank shall not be responsible for the refusal to accept the Card by any merchant. Any dispute between the Cardmember and any merchant for the purchase of goods and services effected through the use of the Card or any other obligations of the merchant shall be resolved between the Cardmember and the merchant directly. Credits for refund made by merchants to the Cardmember will be made only after the Bank has received a properly issued credit voucher.
- 2.5 The Cardmember may apply for the Merchant Interest-free Instalment Plan ("Merchant Instalment Plan") to purchase goods and/or services from designated merchants, subject to the following terms:
 - (a) The Merchant Instalment Plan is provided by the Bank at its absolute discretion subject to eligibility and account status checking and is only applicable to Cardmember at such merchants as may be designated and communicated by the Bank from time to time ("Merchant"). The Bank reserves the right to approve or reject any application without giving any reason or notification therefor. The Bank shall not be responsible for any loss or liability which Cardmember may suffer or incur as a result of any such application being rejected.

- (b) Cardmember irrevocably authorizes the Bank to make a full payment to the Merchant Instalment Plan for the purchase of the goods and/or services on behalf of the Cardmember upon approval of the application. The Bank will withhold an amount equivalent to the total purchase price of the goods and/or services, subject to a minimum amount of **HK\$100**, from the Credit Limit of the Credit Card Account. The Bank will calculate the amount of each instalment by dividing the purchase price of the goods and/or services by the number of months in the instalment period approved by the Bank and debit the amount of each instalment to the Credit Card Account on a monthly basis, commencing from such date as the Bank may prescribe at its full discretion. Each instalment will be charged to the Credit Card Account in the same manner as a retail transaction and shown on the monthly statement. The Cardmember shall repay each instalment in the same manner as a retail transaction till Cardmember pay the outstanding balance in full.
- (c) In any event, Cardmember, in accordance with the terms of this agreement, is required to repay the instalment on time and is liable for all charges. Cardmember shall pay (or have paid) in full the statement balance by the Payment Due Date every month, otherwise it may incur additional fees and charges, including and without limitation to the events of Cardmember pays (has paid) an amount equal to or greater than the Minimum Payment Due (as described in Clause 4.2 below) but less than the Statement Balance (as described in Clause 3.2 below) for Current and Previous Statements, or Cardmember pays an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for the Current Statement only, or Cardmember pays less than the Minimum Payment Due. Please refer to clause 4 "PAYMENT" and clause 5 "FEES AND CHARGES" of this agreement for details.
- (d) The Bank will progressively restore the Credit Limit of the Credit Card Account according to the repayment of instalments received by the Bank. Cardmember shall be aware of and reserve sufficient Credit Limit. An overlimit charge shall apply to Merchant Instalment Plan, please refer to clause 5(g) of this agreement.
- (e) Credit Card Chargeback Protection shall be applicable to Merchant Instalment Plan. Any dispute or claim from Cardmember will not affect Cardmember respective obligations and liabilities under this agreement. The Cardmember acknowledges and agrees that the sale and purchase transaction of the goods and/or services is made between the Cardmember and the merchant. The Cardmember shall pay for goods and/or services which will be delivered at a later date after payment. Should there be any disputes or complaints in relation to the goods and/or services, the Cardmember shall handle all disputes or complaints directly with that merchant. Please refer Clause 2.4 of this agreement.
- (f) If there is refund of goods and/or services upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Credit Card Account (as described in Clause 3.1 below). The Cardmember acknowledges that the Bank shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.
- (g) The Cardmember may apply for early repayment of the sum of outstanding instalments under the Merchant Instalment Plan by giving written notice to the Bank. Such outstanding amount will be debited to the Credit Card Account upon acceptance of the application by the Bank.
- (h) In case of cancellation or termination of the Credit Card Account for whatever reason, the sum of all outstanding instalments shall become immediately due and payable and shall, at the absolute discretion of the Bank be debited to the Credit Card Account.

3. MONTHLY STATEMENTS

- 3.1 The Bank will maintain an account in respect of each Card (each a "Credit Card Account") to which the values of all transactions effected through the use of the relevant Card and all charges, interests, fees and other sums payable hereunder (the "Charges") will be debited.
- 3.2 Unless the Statement Balance for the relevant month carries a credit balance or a debit balance from retail purchase which is less than such amount as may be determined by the Bank from time to time (currently HK\$10) and there has been no transaction since the immediately preceding monthly statement, the Bank will issue to each Cardmember a monthly statement in respect of his Card setting out details of all Charges payable (the "Statement Balance") and the date on which the Minimum Payment Due must be paid ("Payment Due Date").
- 3.3 The Cardmember undertakes to verify the correctness of each monthly statement in respect of the Card received from the Bank within sixty (60) days from the statement date thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank's record of transaction or such monthly statement as so stated. The Cardmember agrees to notify the Bank about any unauthorized transaction within sixty (60) days from the statement date in such manner as the Bank may accept from time to time. If the Cardmember notifies the Bank of an unauthorized transaction within sixty (60) days from the statement date, the Bank will not impose any interest or finance charges on the disputed transaction while it is being investigated. If, however, the report made by the Cardmember is subsequently proved to be unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period. The Cardmember agrees to follow the Bank's instructions and cooperate fully with the Bank and any appropriate authorities during subsequent investigations into the unauthorized transaction(s) involving the Card. At the end of the sixty (60) days' period, the transactions shown on the statement will be considered as correct, conclusive and binding on the Cardmember and the Cardmember will be deemed to have waived any right to raise any objection or pursue any remedies against the Bank in relation to such transaction.
- 3.4 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any monthly statement previously sent to the Cardmember to correct any details contained therein which have been wrongly or mistakenly made by the Bank. The Cardmember agrees that paragraph 3.3 above shall also apply to such revised monthly statements.

4. PAYMENT

- 4.1 The Cardmember shall pay to the Bank the Statement Balance on or before the Payment Due Date specified in the relevant monthly statement, otherwise the Cardmember shall be liable for the applicable charges referred to in paragraph 5 below.

- 4.2 Notwithstanding paragraph 4.1 above, the Cardmember may choose not to settle the Statement Balance in full, in which case the Cardmember must on or before the Payment Due Date specified in the relevant monthly statement, pay the minimum payment due set out in the relevant monthly statement (the "Minimum Payment Due"), otherwise the Cardmember shall be liable for the applicable charges referred to in paragraph 5 below.
- 4.3 Payment will only be considered to have been made by the Cardmember when cleared funds have been verified and received by the Bank. Payments shall be (a) firstly applied towards payment of the interest, fees and charges payable by the Cardmember in connection with the Card; (b) secondly towards payment of the principal amount of the transactions effected through the Card; and (c) lastly towards payment of legal and collection fees and expenses, in a descending order according to the applicable monthly interest rate or in any other order as the Bank considers appropriate without prior reference to the Cardmember.
- 4.4 Notwithstanding anything contained herein, the entire outstanding balance of the Credit Card Account together with the amount of all transactions effected through the use of the Card (whether or not the same has been presented to the Bank by the relevant merchant or otherwise) shall become due and payable immediately upon termination or cancellation of the Card for whatever reason or upon demand by the Bank.
- 4.5 If the Cardmember fails to pay any sum due and payable hereunder, the Bank may appoint debt collection agencies to collect the sum. If the Bank has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or recovering any sum payable hereunder from the Cardmember or for other remedies resulting from the breach or non-compliance of any terms hereof, the Cardmember will fully reimburse the Bank of all reasonable legal and other fees and expenses (including the fees of debt collection agencies) incurred in that connection.
- 4.6 No interest will accrue on the credit balance of the Credit Card Account.
- 4.7 Where the Credit Card Account is in credit, the Bank may (but is not obliged to), upon request by the Cardmember or at any time the Bank (in its sole and absolute discretion) chooses, refund to the Cardmember a part or the whole of the credit balance in the Credit Card Account upon such conditions as the Bank may impose and in such manner (including, but not limited to, by way of issuance of a cashier's order in favour of the Cardmember or crediting any banking or credit card account of the Cardmember maintained with the Bank), at such location and at such time, in each case as the Bank may determine in its sole and absolute discretion. The refund shall be made in HKD.

5. FEES AND CHARGES

- The Bank shall be entitled to the following fees and charges in connection with the Card. Such fees and charges shall be at such rate, in such amount and subject to such maximum and minimum sums as may be specified in the CNCBI Credit Card Fees and Charges or similar schedule of charges of the Bank (as may be imposed, amended, supplemented, replaced or updated by the Bank from time to time, "Schedule of Charges") from time to time. The current Schedule of Charges of the Bank will be sent to the Cardmember upon issuance of the Card and at any time upon request.
- (a) an annual fee for each Card, which is non-refundable, except where the Cardmember terminates his Card because he refuses to accept any variation to this Agreement;
 - (b) a handling charge for the issuance of each replacement Card;
 - (c) a handling fee in respect of each cash advance transaction payable upon effecting the transaction;
 - (d) a late charge if the Cardmember fails to pay the Minimum Payment Due set out in the relevant monthly statement by the relevant Payment Due Date to be accrued on the Outstanding Balance of the amount of the Minimum Payment Due;

- (e) a finance charge in respect of each cash advance transaction to be accrued on the outstanding balance of the cash advance transaction daily in a **365-day (366-day for Leap Years)** year basis from the date of transaction until payment in full;
- (f) if the Cardmember fails to settle the entire amount of the Statement Balance by the stated Payment Due Date, a finance charge will apply to the daily outstanding balance based on the monthly flat rates for retail transaction and cash advance ("Standard Monthly Rate") as specified in the Schedule of Charges starting from and excluding the statement date of the preceding monthly statement ("Last Statement Date") until outstanding Statement Balance is settled in full. All new transactions posted after the Last Statement Date will also be subject to the finance charge. The finance charge on new transactions will be calculated from the date of transaction to the date of full payment settlement.
 - Each time if a Cardmember fails to repay the Minimum Payment Due by the Payment Due Date stated on the relevant account statement for 2 consecutive statement periods, the Bank reserves the right to increase the finance charge as deemed appropriate by it from the Standard Monthly Rate specified in the Schedule of Charges, effective from and including the starting date of the next statement period.
 - When payment is received to satisfy all outstanding Minimum Payment Due, the finance charge will be restored to the Standard Monthly Rate specified in the Schedule of Charges, effective from and including the starting date of the next statement period.
 - If Cardmember's account has been involuntarily closed with any unsettled outstanding balance, the Bank reserves the right to increase the finance charge as deemed appropriate by it from the Standard Monthly Rate specified in the Schedule of Charges, until the total outstanding balance is settled in full.
 - Annualized Percentage Rate is calculated according to the standard method set out in the Code of Banking Practice.
 - The Bank reserves the right to change the Standard Monthly Rate for the finance charge and the upper limit of the finance charge from time to time.
- (g) an overlimit charge in respect of each transaction effected through the use of the Card the value of which when aggregated with the outstanding balance of the Credit Card Account at the relevant time exceeds the Credit Limit;
- (h) a handling charge for the provision of copies of previous monthly statements;
 - (i) a handling charge for the provision of copies of sales draft;
 - (j) a handling charge for each cheque tendered to the Bank for payment which is not honoured;
 - (k) a handling charge for each direct debit or autopay instruction which is returned unpaid;
 - (l) any other fees and charges to be prescribed by the Bank from time to time with prior notice; and
 - (m) a service charge is immediately payable upon each cash advance transaction made and effected over the bank counter.
 - (n) Transactions effected in currencies other than Hong Kong dollars will be converted into Hong Kong dollars on the date of conversion before debiting to the account of the Card at the market rate or the government-mandated rate adopted by VISA/Mastercard plus a handling fee charged by the Bank and a reimbursement charge imposed by VISA/Mastercard to the Bank. Such exchange rate may be different from the retail transaction date due to market fluctuation.

- (o) The Cardmember may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, the Cardmember is reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. A handling fee for transaction(s) effected in Hong Kong dollars outside of Hong Kong or with merchants not registered in Hong Kong (e.g. internet transaction) will be charged by VISA/Mastercard, and the same will be debited to the Credit Card Account.

6. PRINCIPAL AND SUPPLEMENTARY CARDMEMBERS

- 6.1 Each Cardmember shall be liable for all Charges incurred by him and the Principal Cardmember shall in addition be liable for the Charges incurred by each of the Supplementary Cardmembers. For the avoidance of doubt, no Supplementary Cardmember shall be liable for the Charges incurred by the Principal Cardmember or any other Supplementary Cardmember.
- 6.2 Subject to paragraph 6.1, the Principal Cardmember and the Supplementary Cardmembers agree to be jointly and severally liable for the performance of this Agreement.

7. PERSONAL DATA

- 7.1 The Cardmember agrees that the data concerning himself requested by the Bank from time to time are necessary for the Bank to provide services to the Cardmember. If the Cardmember fails to provide the data to the Bank, the Bank may not be able to provide any service or facility to the Cardmember. The Cardmember may always contact the Personal Data Officer of the Bank to gain access to and request correction or amendment to such data. Such data together with other data concerning the Cardmember obtained by the Bank from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in the "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" or similar document of the Bank (as may be amended, supplemented or varied from time to time, "Notice to Customers Relating to the Data of Customer").
- 7.2 The Cardmember may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether the Bank holds data about him and have access to such data upon paying such fees as may be imposed by the Bank; (b) require the Bank to correct any data relating to him which is inaccurate; (c) ascertain the Bank's policies and practices in relation to personal data; (d) request the Bank to inform him of the items of data which are routinely disclosed to a credit reference agency(ies) and in the event of default to a debt collection agency; (e) request the Bank to provide him with further information to enable the making of an access and correction request to the relevant credit reference agency(ies) or debt collection agency; and (f) require the Bank to cease using his personal data for its marketing purposes without charge.
- 7.3 The Cardmember agrees that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of his liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to him, his statements of account and such of his other data as the Bank may deem fit.
- 7.4 The Cardmember hereby warrants that he will obtain the prior consent of his referees before giving their names and other personal data to the Bank.

- 7.5 The Cardmember hereby warrants that all information provided by him to the Bank is provided voluntarily and that such information is true, correct and complete in all respects and that he shall inform the Bank forthwith of any change of such information.
- 8. RIGHT OF SET-OFF**
 - 8.1 The Cardmember agrees that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may, at any time without prior notice, combine or consolidate any or all of the Cardmember's accounts (wherever situate) with his liabilities to the Bank or any of its branches, sub-branches or subsidiaries and set off or transfer any sum or sums standing to the credit of any of the Cardmember's accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as the Cardmember's liabilities to the Bank are contingent or future, the Bank's liability to the Cardmember to make payment of any sum or sums standing to the credit of any of the Cardmember's accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.
 - 8.2 Notwithstanding paragraph 8.1, the Bank may not apply any sum standing to the credit of the account of any Supplementary Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember or other Supplementary Cardmembers to the Bank.
 - 8.3 For the avoidance of doubt, the Bank may apply any sum standing to the credit of the account of the Principal Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember and the Supplementary Cardmember.
- 9. TERMINATION**
 - 9.1 The Bank shall have the right at any time to withdraw, suspend, extend or modify any or all of the Cards or terminate this Agreement without giving any reason or prior notice to the Cardmember.
 - 9.2 The Cardmember may terminate his Card by contacting the Bank. The Bank may at any time terminate:
 - (a) any Card (including any Supplementary Card) at the request of the Principal Cardmember;
 - (b) any Supplementary Card at the request of the relevant Supplementary Cardmember; and
 - (c) any Supplementary Card upon termination of the Principal Card.
 - 9.3 The Bank may at any time within twelve (12) months after the termination of any Card for whatever reason issue any Card to the relevant Cardmember in substitution for the Card which has been terminated.
 - 9.4 Upon termination or cancellation of any Card for whatever reason, the Cardmember shall cut the Card into halves and return the same to the Bank forthwith.
- 10. AMENDMENTS**
 - 10.1 The Bank may at any time delete, replace, add or change any term of this Agreement (including any applicable fees or charges) by giving reasonable prior notice as it deems appropriate to the Cardmember.
 - 10.2 If the Cardmember refuses to accept the Bank's amendments, the Cardmember will, within 7 days or such period as may be expressly stated by the Bank (if any) after the Bank's notification of the amendments, cancel the Card by written notice to the Bank.
 - 10.3 Any transaction effected through the use of the Card after the effective date of amendments will be deemed to be conclusive evidence that such amendments have been accepted by the Cardmember.
- 11. MISCELLANEOUS**
 - 11.1 The Bank may record the Cardmember's telephone conversations with the Bank made in the course of business.

- 11.2 A record issued by the Bank stating the amount due and payable by the Cardmember to the Bank at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.
- 11.3 The Bank may transfer all or part of the Bank's rights, benefits and obligations under this Agreement and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about the Cardmember as the Bank may think fit for the purposes of such contractual arrangements.
- 11.4 The Cardmember acknowledges and agrees to be fully responsible for his own tax affairs, and that the Cardmember is solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to him in any relevant jurisdictions. The Cardmember confirms that he has and will continue to fully comply with all relevant laws and regulations, and will not carry out any transactions, or aid and abet, or facilitate the laundering of any proceeds that links or relates to unlawful activities, including but not limited to tax evasion, drug trafficking, other indictable offence, money laundering or transactions with terrorists, through his account(s). The Cardmember understands his tax status and transaction activity is subject to screening and monitoring as part of the Bank's anti-money laundering review in compliance with legal and regulatory requirements.
- 11.5 The Bank's failure or delay in exercising any rights, power or privilege in respect of this Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise, enforcement, or the exercise or enforcement of any other rights, power or privilege hereunder.
- 11.6 In the event of any inconsistencies between the English version and the Chinese version of this Agreement, the English version shall prevail.
- 11.7 Any notice or monthly statement required to be given by the Bank to the Cardmember shall be deemed to have been so given if addressed to the Principal Cardmember at his last known address. Any notice delivered by the Bank personally shall be deemed to have been given at the time of delivery. Any notice despatched by the Bank by letter postage prepaid shall be deemed to have been given immediately after posting.
- 11.8 The Cardmember will promptly notify the Bank in writing of any change of address to which notices and statements should be sent. Such changes shall not be effective until duly entered in the Bank's records.
- 11.9 Except as otherwise expressly stated in this Agreement, no one other than a party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of this Agreement entitles any third party to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of this Agreement without the consent of that third party.
- 11.10 This Agreement will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 11.11 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.
- 11.12 If Cardmember wish to opt-out of "Over-the-Credit Limit Facilities", please contact Credit Card Customer Service Hotline at 2280 1288 for arrangement.

Should you have any enquiries, please call our Credit Card Customer Service Hotline at 22801288.