

## 信銀國際信用卡附屬卡申請表格 CNCBI Credit Card Supplementary Card Application Form

申請人必須年滿15歲。除非另有說明，以下各項資料均須以英文正楷填寫。主卡及附屬卡會員將設有個別賬戶號碼及信用限額。有關是次申請如有任何爭議，中信銀行(國際)有限公司(「銀行」)保留最終決定權而毋須另行通知。此表格不適用於信銀國際雙幣信用卡及信銀國際Motion信用卡(虛擬版)。

Applicant must be aged 15 or above. Unless otherwise stated, all sections below must be completed in full using English BLOCK Letters. A separate Account Number and Credit Limit will be assigned to the Principal and Supplementary Cardmembers. In case of any dispute regarding this application, China CITIC Bank International Limited (the "Bank") reserves the right of final decision without notice. This form is not applicable to CNCBI Dual Currency Credit Card(s) and CNCBI Motion Credit Card (virtual).

本行或會使用您提供之資料聯絡您以跟進此信用卡申請(包括不完整的申請)。Our Bank may use your information provided here to contact you to follow up with this credit card application (including incomplete application).

### 申請信用卡產品 Credit Card Products

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> 信銀國際私人銀行白金卡<br>CNCBI Private Banking VISA Platinum Card (BDAPB) | <input type="checkbox"/> 信銀國際CITICfirst白金卡<br>CNCBI CITICfirst Platinum Card (DAA14) | <input type="checkbox"/> 信銀國際VISA白金卡<br>CNCBI VISA Platinum Card (DAAA1) | <input type="checkbox"/> 信銀國際Motion信用卡<br>CNCBI Motion Credit Card (DAA13) |
|--|--|--|--|

### 主卡會員資料 Principal Cardmember's Information

身份證明文件上之英文姓名 English Name as printed on Identification Document

姓 Family Name

名 Given Name

身份證明文件號碼 Identification Document Number

信銀國際信用卡賬戶號碼 CNCBI Credit Card Account Number

### 附屬卡申請人資料 Supplementary Card Applicant's Information

附屬卡會員之卡類別必須與主卡相同。附屬卡申請人請附上有效之身份證明文件及住址證明副本。

Supplementary Card's card type must be same as that of Principal Card. Please enclose copies of Identification Document and residential address proof of any Supplementary Card Applicant.

稱謂 Salutation

- ☐ 先生 Mr.  
☐ 小姐 Miss  
☐ 太太 Mrs.  
☐ 女士 Ms.

身份證明文件上之英文姓名 English Name as printed on Identification Document

姓 Family Name

名 Given Name

註：如閣下的身份證明文件上之英文姓名(包括空格)超出19個字元，本行保留對刻印於信用卡面上持卡人姓名之式樣的最終決定權。

Remark: If your name in English on Identification Document exceeds 19 characters (including spaces), the Bank reserves the sole and absolute right to determine the form of the cardmember's name as embossed on the credit card.

身份證明文件號碼 Identification Document Number

國籍 Nationality (如閣下是香港永久居民，請填選中國(香港)。If you are a permanent resident of Hong Kong, you may put Chinese (Hong Kong).)

☐ 中國(香港) Chinese (Hong Kong) ☐ 其他(請註明) Others (Please specify) 如閣下擁有多重國籍，請於此處逐一提供。Please fill in this section in case you have multiple nationalities.

(1) (2) (3) (4)

出生日期 Date of Birth

日 D 月 M 年 Y

與主卡會員關係 Relationship with Principal Cardmember

手提電話/其他

Mobile Phone Number / Others

電子郵件地址 E-mail Address (閣下可提供電子郵件地址以收取優惠資訊 You can provide your email address to receive information of marketing promotion via email.)

業務性質 Business Nature

職位 Position

住宅地址 Residential Address (郵政信箱/海外地址恕不接納 P.O. Box/Overseas Address is not accepted)

室 Flat/Room 樓 Floor 座 Block 大廈名稱 Name of Building

街道號數及名稱 Number and Name of Street

地區 District

- ☐ 香港 HK  
☐ 九龍 KLN  
☐ 新界 NT

永久地址 Permanent Address (只適用於香港非永久性居民身份證持有人 For non-Hong Kong permanent identity card holder only)

- ☐ 住宅地址同上 Same as above Residential Address  
☐ 其他，請註明 Others, please specify

**第1部分：美國公民/美國居民稅務居住地 Part 1: Tax Residence for US Citizenship/US Residence**

(1) 本人證明本人是美國公民/美國居民(例如：外國人登錄證持有人(即美國綠卡持有人)或通過「逗留美國實際天數測試」人士)。  
I certify that I am a U.S. Citizen / U.S. Resident (e.g. Alien Registration Card holder (i.e. Green Card holder) or meets substantial presence test).

☐ 是 Yes ☐ 否 No

如上述問題答案為「是」，請提供閣下的納稅人識別號碼。

If you tick "Yes" to the above question, please provide your Taxpayer Identification Number (TIN).

納稅人識別號碼

Taxpayer Identification Number

以下聲明僅適用於美國公民或其他美國人士(即為閣下在上述問題中選擇「是」的情況)：

The following certification is applicable only if you are a U.S. citizen or other U.S. person (i.e. you have ticked "Yes" in the above question):

在願受作偽證供的懲處下，本人聲明：

Under penalty of perjury, I certify that:

1. 此證明書所示的號碼是本人正確的納稅人識別號碼；

The number shown on this certification is my correct taxpayer identification number;

2. 除非下文另有指明，本人不需要繳納後備預扣稅，因為(a)本人獲豁免不需繳納後備預扣稅，或(b)本人未有收到國稅局通知指因本人未能報告所有利息或股息而需繳交後備預扣稅，或(c)國稅局告知本人不再需要繳交後備預扣稅；

Unless otherwise indicated below, I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding;

☐ (如適用，請在方格內填上「✓」號 Please tick if applicable)

本人因為任何原因需要繳納後備預扣稅，包括(但不限於)本人已獲國稅局通知本人目前未能在稅務申報表中申報所有利息或股息。

I am subject to backup withholding for whatever reason(s) including that I have been notified by the IRS that I have failed to report all interest and dividends on my tax return.

3. 本人是美國公民，或其他美國人士；及

I am a U.S. citizen or other U.S. person; and

4. 此證明書中所填寫的，表明本人免於外國賬戶稅務合規法案(FATCA)報告的外國賬戶稅務合規法案(FATCA)代碼是正確的。

The FATCA code(s) entered on this certification (if any) indicating that I am exempt from FATCA reporting is correct.

如閣下為美國人士，閣下須同意以上聲明。美國國稅局並不要求閣下同意其他與避免後備預扣稅無關的條文。

For a U.S. person, you are required to provide the certifications contained herein. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholdings.

**第2部分：美國以外國家稅務居住地 Part 2: Tax Residence for the Country(ies) other than US**

(2) 請填寫以下部分，包括(i)賬戶持有人的稅務居民身份及(ii)賬戶持有人於所顯示國家之納稅人識別號碼。如果賬戶持有人是多於五個國家/地區稅務居民，請提供另一張證明書。  
Please complete a table in the following section indicating (i) where the Account Holder is a resident for tax purposes and (ii) the Account Holder's Taxpayer Identification Number or its functional equivalent ("TIN") for each country/jurisdiction indicated. If the Account Holder is tax resident in more than five countries/jurisdictions, please provide a further certification.

| 稅務居住地國家/地區 <sup>^</sup><br>Country/Jurisdiction of Tax Residence <sup>^</sup> | 納稅人識別號碼<br>TIN | 如沒有納稅人識別號碼，請提出原因A或B*<br>If no TIN available, enter Reason A or B* |
|---|----------------|---|
| 1.  |                |   |
| 2.  |                |   |
| 3.  |                |   |
| 4.  |                |   |
| 5.  |                |   |

<sup>^</sup> 在此提供的資料將不會取代先前向銀行所提供的，所有先前提供的稅務居住地的資料(如有)將會繼續保留。

The information provided here would not supersede all previous ones. All previous tax residence information provided (as the case may be) should remain unchanged.

\* 如沒有納稅人識別號碼，請提供相應的原因A或B如下：

If a TIN is unavailable, please provide the appropriate reason A or B as indicated below:

- 原因A：賬戶持有人(稅務居民)居住地國家/地區沒有給賬戶持有人發出納稅人識別號碼
- Reason A: The country/jurisdiction where the Account Holder is resident for tax purpose but does not issue TINs to the Account Holder
- 原因B：不需要納稅人識別號碼(注意：選擇這原因是稅務居住地國家/地區不需要披露納稅人識別號碼)
- Reason B: No TIN is required (Note: Only select this reason if the authorities of the country/jurisdiction of tax residence entered above do not require the TIN to be disclosed)

在此證明書第2部分所提供的聲明中所收集、保留和使用的資料是根據稅務條例第50C條(3)的要求用作於自動交換財務賬戶資料。

The above certification provided in Part 2 is specifically required with respect to the collection, retention and use of the above data as necessarily required in section 50C(3) of the Inland Revenue Ordinance for a reportable account and a non-reportable account for the purpose of automatic exchange of financial account information.

本人確認及同意，(i) 在此證明書中第2部分所收集的資料會被金融機構保留用作自動交換財務賬戶資料，及(ii)有關資料、賬戶持有人資料及任何須申報賬戶均有可能被金融機構向香港特別行政區稅務局申報並根據相關主管當局協議向賬戶持有人的稅務居住地的稅務機關交換有關財務賬戶資料。

I acknowledge and agree that (i) the information contained in Part 2 on this certification is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the Account Holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China in which the account(s) is/are maintained and exchanged with tax authorities of another jurisdiction or jurisdictions in which the Account Holder may be resident for tax purposes pursuant to the competent authority agreements to exchange financial account information.

在此證明書第2部分所提供的資料，本人亦確認知道，如果任何人作出誤導、虛假、不正確、明知故犯或胡亂的聲明，是屬於根據稅務條例所訂的罪行。(如果有犯上該罪行，一經定罪會被判罰第三級罰款(即港幣10,000元)。)

For the information provided in Part 2 of this certification, I also acknowledge that it is an offence under the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular knowingly or in a reckless manner. [A person who commits the offence is liable on conviction to a fine at level 3 (i.e. HK\$10,000).]

**與本行有關人士關係 Relationship with the relevant person(s) of the Bank**

閣下是否本行、中信銀行股份有限公司或中國中信集團有限公司（包括其分行、其附屬公司及其聯屬公司）的董事/監事/行政總裁/僱員/小股東控權人/控權人（「控權人」，指單獨或連同其他相聯控權人持股5%或以上）或上述人士之親屬？

Are you, one of the following persons or their relatives: a director/supervisor/chief executive/an employee/minority shareholder controller/controller (holdings 5% or more shareholding alone or together with associates who are controllers) of the Bank, China CITIC Bank Corporation or CITIC Group Corporation (including their branches, subsidiaries and affiliates)?

☐ 是。（請填寫以下資料。）

Yes. (Please complete the following information.)

| 上述有關人士之姓名<br>Name of the relevant persons | 公司名稱<br>Company Name | 在該公司任職的部門/職位<br>Department/Capacity in that Company | 申請人之姓名<br>Name of the Applicant | 與申請人之關係<br>Relationship with the Applicant |
|---|----------------------|---|---------------------------------|--|
|   |                      |   |                                 |  |
|   |                      |   |                                 |  |
|   |                      |   |                                 |  |
|   |                      |   |                                 |  |
|   |                      |   |                                 |  |

☐ 否，現時並不存在上述關係。

No. I confirm that, at present, there is no such relationship.

倘日後如存在關係更新，本人同意盡速以書面通知銀行。

**I agree to notify the Bank promptly in writing if there is any change in the relationship subsequent to the signing of this Declaration.**

**選擇不要發出私人密碼 Request for Not to issue PIN**

☐ 本人選擇不要發出私人密碼。I wish not to issue PIN.

如閣下選擇不要發出私人密碼，所有與私人密碼有關之設定/服務\*及相連信用卡功能將被終止，亦不能登記網上理財服務。  
If you choose not to issue PIN, all PIN related facilities/services\*, combo card function and i-banking registration will be suppressed.

(\* 包括但不限於自動櫃員機服務、易辦事、登記首次網上理財服務、繳費靈有關服務)。

(\* including but not limited to ATM, EPS, i-banking first time registration, PPS related services).

**選擇拒絕在直接促銷中使用個人資料之申請 Request for Opt-out from Use of Personal Data in Direct Marketing**

本人確認已收到並明白銀行的「關於《個人資料（私隱）條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」。

I acknowledge that I have received and understood the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data".

請在下列適當的方格內加上剔號（“✓”） Please check (“✓”) the box(es) below where applicable

本人不希望銀行在經以下渠道作直接促銷中使用本人的個人資料 I do not wish the Bank to use my personal data in direct marketing via the following channel(s):

☐ 書信郵件 Post ☐ 電子郵件 E-mail ☐ 電話 Telephone ☐ 手機訊息 Mobile Message

（若客戶不希望銀行將其個人資料提供予其他人士，以供該等人士（不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處）在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報，請在下列方格內加上剔號（“✓”）。 Please check (“✓”) the box if Customer does not wish the Bank to provide his/her personal data to any other persons (whether or not any other member of the Group and/or any of their respective branches or offices) for their use in direct marketing whether or NOT for gain.)

☐ 本人明白銀行可能將本人的個人資料提供予任何其他人士，以供該等人士（不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處）在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報。本人不希望銀行將本人的個人資料提供予任何其他人士，以供該等人士（不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處）在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報。

I understand that the Bank may provide my personal data to other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property. I do not wish the Bank to provide my personal data to any other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property.

以上代表本人目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代本人於本申請前向銀行傳達的任何選擇。

The above represents my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Bank prior to this request.

本人確認以上的選擇適用於就本申請之銀行「關於《個人資料（私隱）條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」中所列出的產品、服務和/或標的類別的直接促銷。本人亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及本人的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。

I acknowledge that my above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data". I may refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.

註：指示必須於銀行收到此申請後約10個營業日後生效。

Note: For the instruction to be effective, please allow approximately 10 business days from the date of receipt of this request.

**聲明及簽署 Declaration & Your Signature**

1. 本人確認本人已詳閱、完全明白並同意受中信銀行（國際）有限公司（China CITIC Bank International Limited）（「銀行」）就向本人提供的產品及服務不時發出的有關條款及細則和產品資料概要約束（「適用條款」）。

I confirm that I have read, understood and agreed to be bound by all the relevant terms and conditions and Key Facts Statements issued by China CITIC Bank International Limited 中信銀行（國際）有限公司 (the "Bank") apply to all services and facilities provided or offered by the Bank to me from time to time ("Applicable T&Cs").

2. 本人代表及保證本申請內所提供的資料及隨附的文件（如有）為真實及正確並授權銀行通過任何人士進行核實。本人亦同意如上述資料有任何改變，會立即通知銀行。

I represent and warrant that the information provided in this Application, and supporting documents (if any) are true and correct and authorize the Bank to verify them, including contacting the relevant parties. I also undertake to notify the Bank immediately of any changes to the above information.

3. 本人同意銀行可以根據「關於《個人資料（私隱）條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」及不時之修改版本使用本人的個人資料。

I consent to the use of my personal data in accordance with your Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data, as amended from time to time.

4. 在不抵觸適用法律的情況下，本人謹此同意銀行向任何第三方，包括（但不限於）香港境內或境外的任何法律、規管、政府、稅務或執法團體披露及共用銀行向本人提供服務所需有關本人、本人的受益人和本人擔任其代理的第三方的資料、文件或證明（包括（但不限於）本人的個人和賬戶資料或紀錄），包括在必要情況下銀行為確立本人於任何司法管轄區的稅務責任所需的有關資料、文件或證明，並同意銀行將需申報賬戶向香港特別行政區稅務局申報、並且根據相關主管當局協議向賬戶持有人的稅務居住地的稅務機關交換有關財務賬戶資料。

Subject to applicable laws, I hereby consent to the Bank to disclose and share information, documentation or certification concerning myself / ourselves, my beneficiaries and third parties for whom I am acting as agent, including but not limited to my personal and account information or records, with any third party, including but not limited to any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong as is required for the Bank to provide services to me, including where necessary to establish my tax liability in any jurisdiction and also reporting of any reportable account(s) that may be reported to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China in which the account(s) is/are maintained and exchanged with tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the competent authority agreement to exchange financial account information.



5. 本人確認及同意銀行的任何付款，包括銀行根據適用條款支付的任何款項，可能須按適用法律、規管、指令及指引（包括按任何外國法規定（定義見適用條款））被扣起和扣減。銀行按其全權酌情權決定該被扣起的任何款項於任何戶口或方式持有。  
I acknowledge and agree that any payment by the Bank, including any payment made under the Applicable T&Cs, may be subject to withholding and deduction as required under applicable laws, regulations, directives and guidelines, including under any Foreign Law Requirement (as defined in the Applicable T&Cs). Any amount so withheld may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.
6. 本聲明及此申請之其他部份的任何條文概無損害本人（或本人的代表）於本人與銀行之間的任何協議（包括（但不限於）適用條款）項下或就此所給予的任何同意、陳述、承諾或彌償保證，或承擔的任何其他義務或責任。  
No provision in this declaration and other sections of this Application shall prejudice any consent, representation, undertaking or indemnity given by me (or on my behalf) or any other obligation or liability undertaken by me (or on my behalf) under or in connection with any other agreement between myself and the Bank, including but not limited to the Applicable T&Cs.
7. 本人承諾如有任何狀況改變，影響本人在此申請所提供的稅務居住地資料或導致任何其他資料不正確，本人會通知銀行，並於該狀況改變的30天內提供新的自我證明表格。  
I undertake to advise the Bank of any change in circumstances which affects the tax residency status of the individual identified in this Application or causes the information contained herein to become incorrect, and to provide the Bank with a suitably updated self-certification form within 30 days of such change in circumstances.
8. 本人同意銀行有權接受或拒絕此申請而毋須給予任何理由。  
I agree that the Bank has the right to accept or reject this Application without giving reasons.
9. 本人確認及明白銷售人員之酬金制度，乃根據銷售人員在財務及非財務指標的工作表現而釐訂，並非只著重於銷售表現。  
I acknowledge and understand that the remuneration for sales staff is determined based on the staff's overall performance with reference to both financial and non-financial factors, and is not determined solely on sales performance.
10. 本人確認本人從沒有於任何司法管轄區被頒佈破產令及沒有向法院申請破產或意圖申請破產。本人確認本人未曾因未能履行合約而被取消信用卡，本人亦確認現時沒有任何超出30日逾期還款之債務。  
I confirm that no bankruptcy order has ever been made against me in any jurisdiction and I am not subject to any current petition for bankruptcy nor have any intention to file the same. I confirm that I did not own any credit card(s) that was cancelled due to default payment and I further confirm that I do not currently have any overdue payment exceeding 30 days in respect of any of my indebtedness.
11. 本人明白銀行會不時考慮環聯（電話：25771816）的信貸報告以決定是否接納本人之申請及作出日後的信貸審查。本人明白如本人已啟動信貸凍結，銀行將無法查閱本人的信貸報告以繼續處理申請。為免延遲處理本人的申請，本人需解除信貸凍結。  
I understand that the Bank may consider credit report(s) from TransUnion (Tel: 25771816) from time to time in considering accepting my application and for ongoing review of my credit. I understand that if I have activated credit freeze, the Bank will not be able to access my credit report to proceed the application. To avoid delays in processing the application, I need to unfreeze my credit.
12. 本人確認知悉本人可於每12個月向各信貸資料服務機構索取一份免費信貸報告。  
I acknowledge that I am entitled to request for a credit report from each credit reference agency without charge in any twelve-month period respective to each credit reference agency.
13. 本人明白銀行不會接受任何由第三方轉介之信用卡申請，在此本人確認此申請並非由任何第三方轉介。  
I understand that the Bank does not accept any credit card application referred by any third party and I confirm that this application is not referred by any third party.
14. 此申請之信用卡月結單將郵寄到本人之住宅地址。如本人已登記網上理財服務和電郵地址，本人將收取電子結單（「電子結單安排」）。大部份客戶通訊及/或通知亦將以非紙張形式發送到本人的電郵地址及/或手機號碼（如適用）。如本人繼續此申請，即代表本人同意以上安排。如本人需要紙張結單或其他客戶通訊，本人可於申請批核後透過以下步驟登入網上理財更改設定：我的賬戶 -> 電子結單 -> 設定。  
The credit card statement under this application will be mailed to my residential address. If I have already registered i-banking Service with email address, I will receive eStatement ( "the eStatement Arrangement" ). Other customer communications and/or notifications will be sent to my email address and/or mobile number provided and in a non-paper based format (if applicable). If I continue with the application, I confirmed that I agreed to the aforementioned arrangement. If I require physical statement or other customer communications in paper based format, I can login i-banking to change the setting after my application is approved by the following steps: My Accounts -> eStatement -> Maintenance.

X

主卡會員簽署 Signature of Principal Cardmember

X

日期 Date

X

附屬卡申請人簽署 Signature of Supplementary Card Applicant

X

日期 Date

銀行專用 FOR BANK USE ONLY

|   |                 |                  |
|---|-----------------|------------------|
| I   | ATM FACILITIES: | Customer Class : |
| A   |                 |                  |
| Place of Birth from Identification Document _____ Checked By _____  |                 |                  |
| Nationality (other than U.S.) should be included as one of the Country/Jurisdiction of Tax Residence. If not, please state the reasons: _____ |                 |                  |

1. Notice of Amendments to Terms and Conditions for CNCBI CITICfirst Platinum, CNCBI Platinum and CNCBI Motion Credit Card Cash Rebate Rewards Program, CNCBI Dual Currency Credit Card Cash Rebate Rewards Program, CNCBI Jewel World Elite Mastercard® Card and CNCBI Jewel World Mastercard® Card Cash Rebate Rewards Program and CNCBI Credit Cardmember Agreement
2. Notice of Amendments to Key Facts Statement / CNCBI Credit Card Fees and Charges, CNCBI Credit Cardmember Agreement, CNCBI RMB Credit Cardmember Agreement, CNCBI Credit Card (virtual) Credit Cardmember Agreement, CNCBI Business Cardmember Agreement and CNCBI Dual Currency Credit Cardmember Agreement
3. Key Facts Statement/ CNCBI Credit Card Fees and Charges
4. Highlights of CNCBI Credit Cardmember Agreement and Highlights of General Terms and Conditions
5. CNCBI Credit Cardmember Agreement
6. General Terms and Conditions
7. Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data ("PICS")
8. Risk & Important Notes for eStatement and eAdvice Service
9. Terms & Conditions for eStatement and eAdvice Service
10. Terms and Conditions of ATM Card
11. Terms and Conditions for Cash Rebate Rewards Program

**Notice of Amendments to Terms and Conditions for  
CNCBI Credit Card Cash Rebate Rewards Program,  
CNCBI Dual Currency Credit Card Cash Rebate Rewards  
Program, CNCBI Jewel World Elite Mastercard® Card and  
CNCBI Jewel World Mastercard® Card Cash Rebate Rewards  
Program and CNCBI Credit Cardmember Agreement**

- (A) With effect from the credit card statement issuance date on or after **8 February 2025** (including transactions made from 9 January to 8 February 2025 and to be posted in the credit card statement issued in February 2025), there will be amendment(s) made to Terms and Conditions for CNCBI Credit Card Cash Rebate Rewards Program, CNCBI Dual Currency Credit Card Cash Rebate Rewards Program and CNCBI Jewel World Elite Mastercard® Card and CNCBI Jewel World Mastercard® Card Cash Rebate Rewards Program. You are advised to read and understand the following amendments before you continue to use the relevant services on or after 8 February 2025. Revised contents are underlined.

**Amendment(s) made to Terms and Conditions for CNCBI Credit Card Cash Rebate Rewards Program**

Clause 1 in Terms and Conditions

1. Cash Rebate Rewards Program is only applicable to CNCBI CITICfirst ~~Visa~~ Platinum Card accounts, CNCBI ~~Visa~~ Platinum Card accounts, ~~CNCBI Motion Credit Card accounts~~ and such other credit cards ("Cards") ("Eligible Accounts") as designated by China CITIC Bank International Limited ("the Bank"). (Cardmembers holding any Eligible Accounts will be referred as "Members"). Spending of Members' other credit card account(s) will not be taken into account in the Cash Rebate Reward.

Clause 3 in Terms and Conditions

3. The monthly cash rebate amount will be calculated on the relevant statement date of the monthly Card Statement of the Eligible Account, and be credited to the Eligible Account in the next monthly Card Statement. The amount of the cash rebate shall be calculated according to the Eligible Transactions. For the CNCBI CITICfirst ~~Visa~~ Platinum Card accounts, the maximum amount of the monthly cash rebate (calculated on credit card statement cycle basis) shall be the multiple of the Member's credit limit as approved by the Bank ("Credit Limit") and the applicable cash rebate percentage (currently ~~0.5%~~ 0.4%). For the CNCBI ~~Visa~~ Platinum Card accounts, the maximum amount of the monthly

cash rebate (calculated on credit card statement cycle basis) shall be the multiple of the Member's Credit Limit and the applicable cash rebate percentage (currently ~~0.5%~~ 0.4%) or HK\$100,000 of new Eligible Transactions in the month (whichever is lower). For avoidance of doubt, any temporary-credit-limit approved by the Bank will not be entitled to ~~Rewards Points~~ Cash Rebate.

**Amendment(s) made to Terms and Conditions for CNCBI Dual Currency Credit Card Cash Rebate Rewards Program**

Clause 4 in Terms and Conditions

4. The monthly Cash Rebate amount will be calculated on the relevant statement date of the monthly Card Statement of the Eligible Account, and be credited to the Eligible Account in the next monthly Card Statement. The amount of Cash Rebate shall be calculated according to the Eligible Transactions. The maximum amount of the monthly Cash Rebate (calculated on credit card statement cycle basis) shall be the multiple of Cardmember's combined credit limit of Dual Currency Credit Card as approved by the Bank ("Combined Credit Limit") and the applicable cash rebate percentage (currently ~~0.5%~~ 0.4%). For avoidance of doubt, any temporary Combined Credit Limit approved by the Bank will not be entitled to Cash Rebate.

**Amendment(s) made to Terms and Conditions for CNCBI Jewel World Elite Mastercard® Card and CNCBI Jewel World Mastercard® Card Cash Rebate Rewards Program**

Clause 3 in Terms and Conditions

3. The monthly cash rebate amount will be calculated on the relevant statement date of the monthly Card Statement of the Eligible Account, and be credited to the Eligible Account in the next monthly Card Statement. The amount of the cash rebate shall be calculated according to the Eligible Transactions. The monthly maximum cash rebate amount of the Eligible Accounts (calculated on credit card statement cycle basis) shall be the multiple of the Member's credit limit as approved by the Bank ("Credit Limit") and the applicable cash rebate percentage (currently ~~0.5%~~ 0.4%). For avoidance of doubt, any temporary-credit-limit approved by the Bank will not be entitled to ~~Rewards Points~~ Cash Rebate.

- (B) With effect from **6 December 2024**, there will be amendment(s) made to the CNCBI Credit Cardmember Agreement of Credit Card issued by the Bank. You are advised to read and understand the following amendments before you continue to use the relevant services on or after 6 December 2024. Revised contents are underlined.

**Amendment(s) made to CNCBI Credit Cardmember Agreement**

The current clauses under Section 2 - USE OF THE CARD will be amended as follows:

2.5 (j) The Bonus Points Rewards, Cash Rebate Rewards or ~~Phoenix Miles, Mileage Program Rewards or any other prevailing Partners Rewards to be prescribed by the Bank that is applicable to the Card~~ will be credited monthly corresponding to the instalment billed. The Rewards are subject to the Terms and Conditions of relevant Rewards programs. For details, please visit [www.cncbinternational.com](http://www.cncbinternational.com).

For enquiries or if you would like to obtain a copy of Terms and Conditions for CNCBI Credit Card Cash Rebate Rewards Program, CNCBI Dual Currency Credit Card Cash Rebate Rewards Program and CNCBI Jewel World Elite Mastercard® Card and CNCBI Jewel World Mastercard® Card Cash Rebate Rewards Program and the CNCBI Credit Cardmember Agreement, kindly visit the links below.

- Terms and Conditions for CNCBI Credit Card Cash Rebate Rewards Program:  
[https://www.cncbinternational.com/\\_promotion/201111/rewards-programs/en/tnc\\_cash\\_rebate.pdf](https://www.cncbinternational.com/_promotion/201111/rewards-programs/en/tnc_cash_rebate.pdf)
- Terms and Conditions for CNCBI Dual Currency Credit Card Cash Rebate Rewards Program:  
[https://www.cncbinternational.com/\\_promotion/201111/rewards-programs/en/tnc\\_cash\\_rebate\\_dcc.pdf](https://www.cncbinternational.com/_promotion/201111/rewards-programs/en/tnc_cash_rebate_dcc.pdf)
- Terms and Conditions for CNCBI Jewel World Elite Mastercard® Card and CNCBI Jewel World Mastercard® Card Cash Rebate Rewards Program:  
[https://www.cncbinternational.com/\\_document/personal/credit-cards/en/world\\_elite\\_basic\\_cash\\_rebate\\_tnc\\_en.pdf](https://www.cncbinternational.com/_document/personal/credit-cards/en/world_elite_basic_cash_rebate_tnc_en.pdf)
- CNCBI Credit Cardmember Agreement:  
[https://www.cncbinternational.com/\\_document/personal/credit-cards/en/cardmember-agreement.pdf](https://www.cncbinternational.com/_document/personal/credit-cards/en/cardmember-agreement.pdf)

The above amendments shall be binding on you if you continue to use or retain your credit card(s) on or after the specified effective dates. Please note we may not be able to continue providing the relevant services to you if you do not accept the above amendments and you have the right to terminate your credit card(s) according to the relevant provisions under the related cardmember agreement before the amendments come into effect. Should you have any enquiries, please contact Credit Card Customer Service Hotline at (852) 2280 1288.

If there is any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.



Notice of Amendments to Key Facts Statement/  
CNCBI Credit Card Fees and Charges,  
CNCBI Credit Cardmember Agreement,  
CNCBI RMB Credit Cardmember Agreement,  
CNCBI Credit Card (virtual) Credit Cardmember Agreement,  
CNCBI Business Cardmember Agreement and  
CNCBI Dual Currency Credit Cardmember Agreement

(A) With effective from **2 October 2024**, there will be amendments made to the fees in Key Facts Statement/CNCBI Credit Card Fees and Charges of Credit Card issued by China CITIC Bank International Limited (the “**Bank**”). You are advised to read and understand the following amendments before you continue to use the relevant services on or after 2 October 2024. Revised contents are marked in bold with underline and deleted contents are marked with strikethrough lines.

Amendment made to Key Facts Statement/CNCBI Credit Card Fees and Charges

Annual membership fee of CNCBI Personal Credit Card – World Card, Platinum Card (including CNCBI Motion Credit Card, CNCBI CITIC*First* Platinum Card and CNCBI VISA Platinum Card) and CNCBI Motion (virtual) Platinum Credit Card will be amended as follows. For annual membership fee to be posted on or after 2 October 2024, it will be based on the new fee as follows. For CNCBI Motion (virtual) Platinum Credit Card, cardholders with perpetual annual fee waiver during application are not affected.

| FEES – Annual Membership Fee                |                               |                             |
|---|-------------------------------|-----------------------------|
| Card Type                                   | Principal                     | Supplementary               |
| World Card                                  | HK\$1,800<br><b>HK\$2,000</b> | HK\$900<br><b>HK\$1,000</b> |
| Platinum Card                               | HK\$1,200<br><b>HK\$1,800</b> | HK\$600<br><b>HK\$900</b>   |
| CNCBI Motion (virtual) Platinum Credit Card | HK\$1,200<br><b>HK\$1,800</b> | N/A<br><b>N/A</b>           |

(B) With effective from **2 September 2024**, there will be amendments made to the CNCBI Credit Cardmember Agreement, CNCBI RMB Credit Cardmember Agreement, CNCBI Credit Card (virtual) Credit Cardmember Agreement, CNCBI Business Cardmember Agreement and CNCBI Dual Currency Credit Cardmember Agreement (collectively known as the “**Cardmember Agreements**”) of Credit Card issued by the Bank. You are advised to read and understand the following amendments before you continue to use the relevant services on or after 2 September 2024. Revised contents are underlined.

Amendment made to CNCBI Credit Cardmember Agreement and CNCBI RMB Credit Cardmember Agreement

The current title of Section 1 – ISSUANCE OF CARD AND PIN will be amended as follows:

ISSUANCE OF CARD AND USE OF AUTHENTICATION FACTORS

The current clauses under Section 1 – ISSUANCE OF CARD AND PIN will be amended as follows:

- 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 (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;
- 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.

The current clauses under Section 7 – PERSONAL DATA will be amended as follows (applicable to English version only):

- 7.2 (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;

Amendment made to CNCBI Credit Card (virtual) Credit Cardmember Agreement

The current title of Section 1 – ISSUANCE OF CARD will be amended as follows:

ISSUANCE OF CARD AND USE OF AUTHENTICATION FACTORS

The current clauses under Section 1 – ISSUANCE OF CARD AND PIN will be amended as follows:

- 1.6 Authentication factors include but are not limited to 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:
- 1.7 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 authentication factor has been lost, stolen or when the authentication factor or card information has been compromised. The Cardmember will keep any authentication factors and card information in connection with the use of the Card strictly confidential.
- 1.8 (b) for all transactions not authorized by him after the Bank has been given adequate notification that the authentication factor has been lost, stolen or when the authentication factor or card information has been compromised; and
- 1.9 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 the 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 the 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**.
- 1.10 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, or failed to inform the Bank as soon as reasonably practicable after having found the 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.

The current clauses under Section 6 – PERSONAL DATA will be amended as follows (applicable to English version only):

- 6.2 (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;

Amendment made to CNCBI Business Cardmember Agreement

The current title of Section 2 – Issuance of Card and PIN will be amended as follows:

Issuance of Card and Use of Authentication Factors

The current clauses under Section 2 – Issuance of Card and PIN will be amended as follows:

- 2.5 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.
- 2.6 The Cardmember and Company 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.
- 2.7 (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;
- 2.8 The Company and Cardmember understand that they may have to bear a loss when the Card has been used for an unauthorized transaction before they have informed the Bank that the Card or authentication factor has been lost, stolen or that the authentication factor or card information has been compromised. Provided that they have not acted fraudulently, with gross negligence or have not otherwise failed to inform the Bank as soon as reasonably practicable after having found that the Card or authentication factor has been lost, stolen or when the authentication factor or card information has been compromised, their maximum liability for such credit card loss shall be **HK\$500**. The aforesaid maximum liability does not cover cash advance transactions.
- 2.9 Notwithstanding anything contained herein, the Company and Cardmember will be liable for all losses in connection with the Card if they have acted fraudulently, with gross negligence, failed to inform the Bank as soon as reasonably practicable after having found the Card or authentication factor has been lost, stolen or that the authentication factor or card information has been compromised, or have failed to follow to safeguard the authentication factor or card information in accordance with the advice of the Bank.

The current clauses under Section 8 – Customer Data will be amended as follows (applicable to English version only):

- 8.2 (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;

Amendment made to CNCBI Dual Currency Credit Cardmember Agreement

The current title of Section 3 – ISSUING THE CARD will be amended as follows:

ISSUANCE OF CARD AND USE OF AUTHENTICATION FACTORS

The current clauses under Section 3 – ISSUING THE CARD will be amended as follows:

- 3.5 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.
- 3.6 The Cardmember should inform the Bank as soon as reasonably practicable through the Bank’s Lost Card Reporting Hotline 3603 7899 after the Cardmember realises that his Card or authentication factor has been lost, stolen or when the authentication factor or card information has been compromised.
- 3.7 (b) for all transactions not authorized by them 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;
- 3.8 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.
- 3.9 Notwithstanding anything contained in the Agreement, 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.

The current clauses under Section 10 – PERSONAL DATA will be amended as follows (applicable to English version only):

- 10.2 (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

(C) With effective from **2 September 2024**, the Chinese name of CNCBI Jewel World Elite Mastercard® Card issued by the Bank will be updated. You are advised to read and understand the following amendments before you continue to use the relevant services on or after 2 September 2024.

|                     |  |
|---------------------|--|
| Traditional Chinese | A rename from “信銀國際 Jewel World Elite Mastercard®卡” to “中信銀行（國際）紫鑽信用卡” |
| Simplified Chinese  | A rename from “信银国际 Jewel World Elite Mastercard®卡” to “中信银行（国际）紫钻信用卡” |

For enquiries or if you would like to obtain a copy of the Key Facts Statement/CNCBI Credit Card Fees and Charges and the Cardmember Agreements, kindly visit the links below.

- Key Facts Statement/ CNCBI Credit Card Fees and Charges:  
<https://www.cncbinternational.com/key-facts/en/>
- The Cardmember Agreements:  
<https://www.cncbinternational.com/tnc/en/#creditcards>

The above amendments shall be binding on you if you continue to use or retain your credit card(s) on or after the specified effective dates. Please note we may not be able to continue providing the relevant services to you if you do not accept the above amendments and you have the right to terminate your credit card(s) according to the relevant provisions under the related cardmember agreement before the amendments come into effect. Should you have any enquiries, please contact Credit Card Customer Service Hotline at (852) 2280 1288.

If there is any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

China CITIC Bank International Limited

June 2024



**China CITIC Bank International Limited**
**CNCBI Credit Card**

Effective Date: 2 October 2024

**Interest Rates and Interest Charges<sup>1</sup>**

|   |                                 |  |
|---|---------------------------------|--|
| <b>Annualized Percentage Rate (APR) for Retail Purchase</b> | CNCBI Dual Currency Credit Card | <b>34.49%<sup>2</sup></b> (Standard Monthly Rate at <b>2.5%</b> ) is applied to the HKD account and the RMB account when you open your account and it will be reviewed from time to time.<br><br><b>We will not charge you interest if you pay your balance in full by the due date each month.</b> Otherwise, interest will be charged on (i) the unpaid balance (shown in previous statement of account) from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full. |
|   | CNCBI RMB Credit Card           | <b>26.82%<sup>2</sup></b> (Standard Monthly Rate at <b>2.0%</b> ) when you open your account and it will be reviewed from time to time.<br><br><b>We will not charge you interest if you pay your balance in full by the due date each month.</b> Otherwise, interest will be charged on (i) the unpaid balance (shown in previous statement of account) from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.   |
|   | Other CNCBI Credit Card         | <b>34.49%<sup>2</sup></b> (Standard Monthly Rate at <b>2.5%</b> ) <sup>3</sup> when you open your account and it will be reviewed from time to time.<br><br><b>We will not charge you interest if you pay your balance in full by the due date each month.</b> Otherwise, interest will be charged on (i) the unpaid balance (shown in previous statement of account) from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.                                      |

|                             |                                    |   |
|-----------------------------|------------------------------------|---|
| <b>APR for Cash Advance</b> | CNCBI Motion (virtual) Credit Card | <b>Not applicable</b>   |
|                             | CNCBI Dual Currency Credit Card    | <b>34.79%<sup>2</sup></b> (Standard Monthly Rate at <b>2.4%</b> ) is applied to the HK\$ account and the RMB account when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.<br><br>Interest accrual on cash advance transactions will continue after the statement cut-off date and the accrued interest will only be charged and displayed in the next statement. If you would like to fully settle the interest, you may call 2280 1288 to contact us for details and ascertain the amount of accrued interest payable following the current statement cut-off date. |
|                             | CNCBI Business Card                | <b>34.51%<sup>2</sup></b> (Standard Monthly Rate at <b>2.4%</b> ) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.<br><br>Interest accrual on cash advance transactions will continue after the statement cut-off date and the accrued interest will only be charged and displayed in the next statement. If you would like to fully settle the interest, you may call 2280 1288 to contact us for details and ascertain the amount of accrued interest payable following the current statement cut-off date.  |
|                             | CNCBI RMB Credit Card              | <b>28.17%<sup>2</sup></b> (Standard Monthly Rate at <b>2.0%</b> ) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.<br><br>Interest accrual on cash advance transactions will continue after the statement cut-off date and the accrued interest will only be charged and displayed in the next statement. If you would like to fully settle the interest, you may call 2280 1288 to contact us for details and ascertain the amount of accrued interest payable following the current statement cut-off date.  |

|   |                                 |   |
|---|---------------------------------|---|
|   | Other CNCBI Credit Cards        | <b>34.79%<sup>2</sup></b> (Standard Monthly Rate at <b>2.4%</b> ) <sup>3</sup> when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.<br><br>Interest accrual on cash advance transactions will continue after the statement cut-off date and the accrued interest will only be charged and displayed in the next statement. If you would like to fully settle the interest, you may call 2280 1288 to contact us for details and ascertain the amount of accrued interest payable following the current statement cut-off date.   |
| <b>Delinquent APR for Retail Purchase</b> | CNCBI Dual Currency Credit Card | <b>35.28%<sup>2</sup></b> it may be applied to the HK\$ account and RMB account if the Minimum Payment Due amount is not received by the Payment Due Date as shown in the relevant credit card statement for 2 consecutive statement periods, finance charge will be levied during the next statement period commencing from the start date of the next statement period up to and including the end date of the statement period (i.e. statement date of the next statement). Such rates shall continue to apply in the subsequent statement periods insofar as no Minimum Payment Due has been received by the Bank in full. The Standard Monthly Rate shall apply to the next statement period if the Minimum Payment Due is received in full. |
|   | Other CNCBI Credit Cards        | <b>35.28%<sup>2,3</sup></b> it may be applied to your account if the Minimum Payment Due amount is not received by the Payment Due Date as shown in the relevant credit card statement for 2 consecutive statement periods, finance charge will be levied during the next statement period commencing from the start date of the next statement period up to and including the end date of the statement period (i.e. statement date of the next statement). Such rates shall continue to apply in the subsequent statement periods insofar as no Minimum Payment Due has been received by the Bank in full. The Standard Monthly Rate shall apply to the next statement period if the Minimum Payment Due is received in full.                   |

|  |                                    |   |
|--|------------------------------------|---|
| <b>Delinquent APR for Cash Advance</b> | CNCBI Motion (virtual) Credit Card | <b>Not applicable</b>   |
|  | CNCBI Dual Currency Credit Card    | <b>35.93%</b> <sup>2</sup> it may be applied to the HKD account and RMB account if the Minimum Payment Due amount is not received by the Payment Due Date as shown in the relevant credit card statement for 2 consecutive statement periods, finance charge will be levied during the next statement period commencing from the start date of the next statement period up to and including the end date of the statement period (i.e. statement date of the next statement). Such rates shall continue to apply in the subsequent statement periods insofar as no Minimum Payment Due has been received by the Bank in full. The Standard Monthly Rate shall apply to the next statement period if the Minimum Payment Due is received in full. |
|  | CNCBI Business Card                | <b>35.65%</b> <sup>2</sup> it may be applied to your account if the Minimum Payment Due amount is not received by the Payment Due Date as shown in the relevant credit card statement for 2 consecutive statement periods, finance charge will be levied during the next statement period commencing from the start date of the next statement period up to and including the end date of the statement period (i.e. statement date of the next statement). Such rates shall continue to apply in the subsequent statement periods insofar as no Minimum Payment Due has been received by the Bank in full. The Standard Monthly Rate shall apply to the next statement period if the Minimum Payment Due is received in full.                    |
|  | CNCBI RMB Credit Card              |   |
|  | Other CNCBI Credit Cards           |   |

|                             |                                 |  |
|-----------------------------|---------------------------------|--|
| <b>Interest Free Period</b> | All CNCBI Credit Cards          | Up to 57 days  |
| <b>Minimum Payment</b>      | CNCBI Dual Currency Credit Card | All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus 1% of outstanding principal, plus any amount exceeds Combined Credit Limit (if any) (the minimum amount of Minimum Payment Due of HKD account: HK\$250; RMB account: CNY250). |
|                             | CNCBI RMB Credit Card           | All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus 1% of outstanding principal, plus any overlimit amount (if any) (the minimum amount of Minimum Payment Due is CNY250).  |
|                             | Other CNCBI Credit Cards        | All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus 1% of outstanding principal, plus any overlimit amount (if any) (the minimum amount of Minimum Payment Due is HK\$250).   |

| Fees                  |  |   |                  |                  |
|-----------------------|--|---|------------------|------------------|
| Annual Membership Fee | Card type                                      |   | Principal        | Supplementary    |
|                       | CNCBI Personal HKD Credit Card                 | World Elite Card                            | <b>HK\$3,800</b> | <b>N/A</b>       |
|                       |  | World Card                                  | <b>HK\$2,000</b> | <b>HK\$1,000</b> |
|                       |  | Platinum Card                               | <b>HK\$1,800</b> | <b>HK\$900</b>   |
|                       |  | CNCBI Motion (virtual) Platinum Credit Card | <b>HK\$1,800</b> | <b>N/A</b>       |
|                       |  | Gold Card                                   | <b>HK\$500</b>   | <b>HK\$250</b>   |
|                       |  | Classic Card                                | <b>HK\$250</b>   | <b>HK\$125</b>   |
|                       | CNCBI Dual Currency Credit Card - Diamond Card |   | <b>HK\$1,800</b> | <b>HK\$900</b>   |

|   |                                    |                  |  |               |
|---|------------------------------------|------------------|--|---------------|
|   | CNCBI Business Card                |                  | <b>HK\$250</b> per card  | <b>N/A</b>    |
|   | CNCBI RMB Credit Card              | RMB Gold Card    | <b>CNY500</b>  | <b>CNY250</b> |
|   |                                    | RMB Classic Card | <b>CNY250</b>  | <b>CNY125</b> |
| <b>Cash Advance Handling Charge</b>                             | CNCBI Motion (virtual) Credit Card |                  | <b>Not applicable</b>  |               |
|   | CNCBI Dual Currency Credit Card    |                  | <b>3.5%</b> of transaction amount (HKD account: minimum is <b>HK\$100</b> ; RMB account: minimum is <b>CNY100</b> )<br>This service for HKD account is available Over-the-Counter at branch or via JECTO/China UnionPay ATM Network.<br>This service for RMB account is available via China UnionPay ATM Network |               |
|   | CNCBI Business Card                |                  | <b>3%</b> of transaction amount (minimum <b>HK\$55</b> )<br>This service is available Over-the-Counter at branch or via JETCO ATM or VISA/Mastercard ATM Network   |               |
|   | CNCBI RMB Credit Card              |                  | <b>3%</b> of transaction amount (minimum <b>CNY55</b> )<br>This service for RMB account is available Over-the-Counter at branch or via China UnionPay ATM Network  |               |
|   | Other CNCBI Credit Cards           |                  | <b>3.5%</b> of transaction amount (minimum <b>HK\$100</b> )<br>This service is available Over-the-Counter at branch or via JETCO ATM or VISA/Mastercard ATM Network  |               |
| <b>Cash Advance Service Charge - Over-the-Counter at branch</b> | CNCBI Motion (virtual) Credit Card |                  | <b>Not applicable</b>  |               |
|   | CNCBI RMB Credit Card              |                  |  |               |
|   | Other CNCBI Credit Cards           |                  | <b>HK\$20</b> per transaction  |               |

|  |                                 |   |
|--|---------------------------------|---|
| <b>Fees relating to Foreign Currency Transaction</b>                             | CNCBI Dual Currency Credit Card | <b>Not applicable</b>   |
|  | CNCBI RMB Credit Card           |   |
|  | Other CNCBI Credit Cards        | <b>1.95%</b> <sup>4</sup> of every transaction effected in a currency other than Hong Kong dollar <sup>4</sup> . Such exchange rate may differ from the rate on the transaction date due to market fluctuation.   |
| <b>Fee relating to Setting Foreign Currency Transaction in Hong Kong Dollars</b> | CNCBI Dual Currency Credit Card | Customers 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, customers are 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. For these transactions in Hong Kong dollars made outside Hong Kong, the Bank will not charge any handling fee. |
|  | CNCBI RMB Credit Card           | <b>Not applicable</b>   |
|  | Other CNCBI Credit Cards        | Customers 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, customers are 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. <b>1%</b> 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. |
| <b>Late Payment Fee</b>   | CNCBI Dual Currency Credit Card   | HKD account: <b>HK\$300</b> or amount equal to the Minimum Payment Due, whichever is the lower<br><br>RMB account: <b>CNY300</b> or amount equal to the Minimum Payment Due, whichever is the lower   |
|   | CNCBI RMB Credit Card   | <b>CNY300</b> or amount equal to the Minimum Payment Due, whichever is the lower  |
|   | Other CNCBI Credit Cards  | <b>HK\$300</b> or amount equal to the Minimum Payment Due, whichever is the lower   |
| <b>Over-the-limit Fee</b>   | CNCBI Dual Currency Credit Card   | <b>HK\$180</b> per billing cycle  |
|   | (Out-standing Balance exceeds assigned Combined Credit Limit among Dual Currency Credit Card) |   |
|   | CNCBI RMB Credit Card   | <b>CNY180</b> per billing cycle   |
|   | Other CNCBI Credit Cards  | <b>HK\$180</b> per billing cycle  |
| <b>Rejected Autopay Transaction &amp; Bounced Cheque handling Fee</b> | CNCBI Dual Currency Credit Card   | HKD account: <b>HK\$150</b> per item<br>RMB account: <b>CNY150</b> per item   |
|   | Other CNCBI Credit Cards  | <b>HK\$150</b> per item   |
| <b>Returned Payment Fee</b>   | CNCBI RMB Credit Card   | <b>CNY150</b> per returned payment  |

|   |                                 |  |
|---|---------------------------------|--|
| <b>Card Replace-ment Fee</b>  | CNCBI RMB Credit Card           | <b>CNY120</b> per card   |
|   | Other CNCBI Credit Cards        | <b>HK\$120</b> per card  |
| <b>Request for Sales Slip Copy Fee</b>  | CNCBI RMB Credit Card           | <b>CNY55</b> per copy  |
|   | Other CNCBI Credit Cards        | <b>HK\$55</b> per copy   |
| <b>Request for Statement Copy Fee (waived for customers with eStatement)</b>  | CNCBI RMB Credit Card           | <b>CNY55</b> per copy  |
|   | Other CNCBI Credit Cards        | <b>HK\$55</b> per copy   |
| <b>Request for Bank Confirmation Letter handling Fee</b>                      | CNCBI RMB Credit Card           | <b>CNY150</b> per copy   |
|   | Other CNCBI Credit Cards        | <b>HK\$150</b> per copy  |
| <b>handling Fee on Over-the-Counter payment at branch (cash transactions)</b> | CNCBI Dual Currency Credit Card | <b>HK\$20</b> per transaction<br>- Not applicable to RMB account<br>- Handling fee will be debited from Cardmember's HKD account on the next working day after payment |
|   | CNCBI RMB Credit Card           | <b>Not applicable</b>  |
|   | Other CNCBI Credit Cards        | <b>HK\$20</b> per transaction (handling fee will be debited from Cardmember's Credit Card Account on the next working day after payment)                               |
| <b>Credit Balance Withdrawal handling Fee - By Cheque/ Cashier Order</b>      | CNCBI Dual Currency Credit Card | HKD account: <b>HK\$55</b> each time<br>RMB account: <b>CNY55</b> each time  |
|   | CNCBI RMB Credit Card           | <b>CNY55</b> per cheque  |
|   | Other CNCBI Credit Cards        | <b>HK\$55</b> per cheque   |

|   |                          |   |
|---|--------------------------|---|
| <b>Company Logo Conversion Fee Imprinted Logo Fee</b>   | CNCBI Business Card      | <b>HK\$500</b> per logo<br><b>HK\$15</b> per card |
|   | Other CNCBI Credit Cards | <b>Not applicable</b>                             |
| <b>Credit Limit Reassignment (within company overall credit limit) - Charge to credit limit reassignment to individual card-members</b> | CNCBI Business Card      | <b>HK\$100</b> per request per card               |
|   | Other CNCBI Credit Cards | <b>Not applicable</b>                             |
| <b>Master-card Smart Data Online (SDOL) Service Charge</b>  | CNCBI Business Card      | <b>HK\$150</b> per year per company               |
|   | Other CNCBI Credit Cards | <b>Not applicable</b>                             |

Remarks:

- Charges and Fees for the CNCBI Dual Currency Credit Card will be levied to the HKD account and RMB account separately. Payments for the HKD account and RMB account will be denominated in HKD and CNY respectively.
- APR is calculated according to the standard method set out in the "Code of Banking Practice".
- Applicable to Classic Card, Gold Card, Platinum Card (including CITICfirst Platinum Card and Private Banking Card), World Card, World Elite Card, Seed Credit Card and Aqua Credit Card. Cash Advance service is not applicable to CNCBI Motion (virtual) Credit Card.
- Fees relating to Foreign Currency Transaction include the transaction fee of 1% charged by VISA/Mastercard to the Bank.
- The Bank reserves the right to revise any charges and introduce new charge items from time to time. The service charges listed in this leaflet are correct at the time of printing but remain subject to change with notice. For charges not listed in this leaflet, or any enquiries regarding the fees and charges contained in this leaflet, please contact our branch staff or call 2280 1288 for details.
- Chargeback protection is applicable to Merchant Instalment Payment Plan. Any dispute or claim from Cardmember will not affect Cardmember respective obligations and liabilities to repay the outstanding balance. Should there be any disputes or complaints in relation to goods and/or services, the Cardmember shall handle all disputes or complaints directly with that merchant. If the chargeback request is accepted, the transaction amount will be refund to Credit Card Account. Cardmember shall continue repayments or apply for early repayment by giving written notice to the Bank. No handling fee will be charged for the early repayment. If a cardmember does not fulfil the repayment obligations, it may adversely affect the cardmember's credit records maintained at the credit reference agencies and consequently further access to credit in the future.
- If there is any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

### Illustrative example

Assumptions -

- Retail purchase outstanding balance = HK\$20,000
- Interest rate = 30% p.a
- No new transaction
- No annual fee, other fees and/or other charges
- Repayments are made on or before the Payment Due Date of the month

|                              |  |                                   |
|------------------------------|--|-----------------------------------|
| Monthly repayment amount:    | Estimated time required to pay off the balance and interest generated: | Total repayment amount:           |
| Minimum payment*             | 12 Years and 11 Months   | HK\$58,698                        |
| Fixed payment amount HK\$849 | 3 Years  | HK\$30,546<br>(Saving HK\$28,152) |

Please note that the calculation of the above is for reference only.

\* All interest and fees and charges plus 1% of outstanding principal amount (the minimum amount of Minimum Payment is HK\$250).

To calculate the above information applicable to your specific case, please use our online Credit Card Repayment Calculator accessible from our Bank website: <https://www.cncbinternational.com/en/ccrepaycal/> principal Internet platform which provide credit card services.



**Highlights of CNCBI Credit Cardmember Agreement and General Terms and Conditions:**

**IMPORTANT: You are advised to read carefully the entire CNCBI Credit Cardmember Agreement and General Terms and Conditions. Your attention is particularly drawn to the following major terms and conditions.**

Highlights of CNCBI Credit Cardmember Agreement

1. The Cardmember shall sign the CNCBI Credit Card ("Credit Card") issued in his name immediately upon receipt.
2. The Cardmember shall keep his Credit Card secure under his personal control at all times and shall keep any Personal Identification Number (PIN) in connection with the use of the Credit Card strictly confidential and immediately inform China CITIC Bank International Limited (the "Bank") if the PIN is lost or known to any other person.
3. The Cardmember shall not exceed the Credit Limit and shall not use the Card after it has been withdrawn and terminated.
4. 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.
5. 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 the statement date of the preceding monthly statement ("Last Statement Date") until the 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. The current Schedule of Charges of the Bank will be sent to the Cardmember upon issuance of the Credit Card and at any time upon request.
6. The Cardmember shall fully reimburse the Bank of all reasonable legal and other fees and expenses (including the fees of debt collection agencies) incurred in 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 of the CNCBI Credit Cardmember Agreement.
7. The Cardmember will be liable for all losses in connection with the Credit Card if he has acted fraudulently, with gross negligence, failed to inform the Bank as soon as reasonably practicable after having found his Credit Card or PIN has been lost or stolen or that someone else knows the PIN, or has failed to safeguard his PIN in accordance with the advice of the Bank.
8. The Cardmember may have to bear a loss when his Credit Card has been used for an unauthorised transaction before he has informed the Bank that his Credit Card or PIN has been lost or stolen or that someone else knows the PIN. 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 Credit Card or PIN has been lost or stolen, his maximum liability for such credit card loss shall be **HK\$500**. The aforesaid maximum liability does not cover cash advance transactions.
9. Statement of account shall be considered conclusive if the Bank does not receive from the Cardmember notice of errors or unauthorized transactions within sixty (60) days from the statement date.
10. The Bank is entitled to, 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. However, the Bank may not apply any sum standing to the credit of the account of any Supplementary Cardmember in or towards satisfaction of the Principal Cardmember or other Supplementary Cardmembers to the Bank.
11. 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.
12. The Bank is entitled to demand immediate payment at any time and the Cardmember shall pay to the Bank the Statement Balance on or before the Payment Due Date specified in the relevant monthly statement.
13. The Cardmember may cancel the Credit Card if he refuses to accept any amendments to the CNCBI Credit Cardmember Agreement proposed by the Bank.
14. The Cardmember is liable to pay an annual fee in respect of his Credit Card Annual fee of Principal Card is **HK\$3,800** for CNCBI World Elite Card; and Principal Card / Supplementary Card respectively is **HK\$1,800 / HK\$900** for CNCBI World Card; **HK\$1,200 / HK\$600** for CNCBI Platinum Card; **HK\$500 / HK\$250** for CNCBI Gold Card; **HK\$250 / HK\$125** for CNCBI Classic Card.

15. The personal data of the Cardmember from time to time may be disclosed to such persons or used for such purposes as 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").
16. The Bank reserves the right to request the customer to present the true copy of the related documents at branches of the Bank.
17. The Bank reserves the final approval right of the credit card application.
18. If the Cardmember shall fail to pay any sum due and payable by him, the Bank may appoint debt collection agencies to collect the same.

#### Highlights of General Terms and Conditions

1. I/We agree 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 my/our accounts (wherever situate) with my/our liabilities and, in case where we are a corporation, the liabilities of any member of our group of companies 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 my/our 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 my/our liabilities to the Bank are contingent or future, the Bank's liability to me/us to make payment of any sum or sums standing to the credit of any of my/our accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. For this purpose and any other purpose where this term is used in these General Terms and Conditions, the expressions "group of companies" and "subsidiary" bear the same meaning ascribed to it in Companies Ordinance.
2. The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for my/our account in or towards discharging whichever part of my/our liabilities to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by me/us.
3. I/We will reimburse the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under these General Terms and Conditions or any Specific Terms and Conditions.
4. Without limitation to any other indemnity provided by the me/us to the Bank or any member of the Bank's group of companies under any arrangement or agreement (including but not limited to the General Terms and Conditions and any Specific Terms and Conditions), I/we agree to indemnify the Bank and any member of the Bank's group of companies against any loss or cost it suffers or incurs, including taxes, interest or penalties, as a result of me/us providing misleading or false information or otherwise failing to comply with any requirement under these General Terms and Conditions or any Specific Terms and Conditions. The Bank is entitled to withhold, retain, or deduct such portion from the my/our assets in the possession or control of the Bank or such amount(s) from any of the my/our accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the me/us under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between me/us and the Bank.
5. The Bank may commission a debt collection agency to collect any overdue amount owed by me/us to the Bank.
6. I/We understand I/we should inform the Bank as soon as possible of any difficulty in repaying my/our outstanding indebtedness to the Bank or servicing any loan over the credit period.
7. The Bank may at any time delete, replace, add or change any term of these General Terms and Conditions or the Specific Terms and Conditions applicable to any Service applied for or utilized by me/us (including any applicable fees or charges) by giving prior notice to me/us in accordance with the requirements of applicable codes and guidelines.

**In the event of any inconsistencies between the English version and Chinese version, the English version shall prevail.**



Effective from : 6 December 2024

**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 signed by the Cardmember and the Credit Limit 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:
- <NOT applicable to CNCBI Dual Currency Credit Cardmember Agreement, CNCBI RMB Credit Cardmember Agreement OR CNCBI Business Cardmember Agreement>
  - (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 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 to the 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.

**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.
- (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.

- (i) The Bank shall be entitled at any time without giving prior notice and reason to the Cardmember to withdraw or terminate the Merchant Instalment Plan; and/or demand the Cardmember to repay the sum of all outstanding instalments and all charges immediately.
- (j) The Bonus Points Rewards, Cash Rebate Rewards, Mileage Program Rewards or any other prevailing Partners Rewards to be prescribed by the Bank that is applicable to the Card will be credited monthly corresponding to the instalment billed. The Rewards are subject to the Terms and Conditions of relevant Rewards programs. For details, please visit [www.cncbinternational.com](http://www.cncbinternational.com).
- (k) Merchant Instalment Plan cannot be used in conjunction with any other promotional offers as determined by the Bank and the merchant at their absolute discretion. All matters and disputes in relation to the Merchant Instalment Plan are subject to the final decision of the Bank.

**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.

- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 No interest will accrue on the credit balance of the Credit Card Account.
- 4.13 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 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.

- (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 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.



## **GENERAL TERMS AND CONDITIONS**

### **To : China CITIC Bank International Limited**

In consideration of China CITIC Bank International Limited (中信銀行(國際)有限公司) (the "Bank") agreeing to provide and/or continue to provide its services and facilities to me/us, I and each of us agree to be bound by the following General Terms and Conditions:-

#### **1. Application and Service**

- 1.1 These General Terms and Conditions shall, unless otherwise determined by the Bank or stated in the applicable Specific Terms and Conditions, apply to all services and facilities provided or offered by the Bank to me/us from time to time.
- 1.2 The Bank will from time to time offer a wide range of services and facilities to its customers (each of such services or facilities is called a "Service"). Each of the Services will be provided by the Bank subject to these General Terms and Conditions, a set of the Bank's further terms and conditions (the "Specific Terms and Conditions") and/or such other terms and conditions as the Bank may notify me/us from time to time. I/We may apply to the Bank for any one or more of the Services in writing, by telephone or such other means as may be acceptable to the Bank. The Bank shall have the sole discretion in deciding whether to provide any of the Services to me/us. I/We undertake to obtain from the Bank the Specific Terms and Conditions applicable to the relevant Service before applying for the same. I/We also undertake not to utilize any of the Services unless and until I/we have received, read, fully understood and agreed to the applicable Specific Terms and Conditions. I/We will be deemed to have received and agreed to the applicable Specific Terms and Conditions if I/we utilize the relevant Service.
- 1.3 These General Terms and Conditions together with the applicable Specific Terms and Conditions supersede all the previous agreements between me/us and the Bank in respect of the relevant Service. This applies to Services applied for in my/our sole name and, subject to the agreement to be bound by these General Terms and Conditions by the other joint account holders or partners (as the case may be), in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partners. For the avoidance of doubt, utilization of any Service by me/us will be subject to these General Terms and Conditions and the applicable Specific Terms and Conditions.
- 1.4 The Service may be applied for by me/us in my/our sole name, in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partner(s). Whether or not I/we have signed the relevant application form or mandate with my/our other joint account holders or partners, I/we agree to be jointly and severally liable for all agreements,



obligations, powers, authorities and liabilities with my/our other joint account holders or partners in respect of such Service.

- 1.5 Documents submitted to the Bank in connection with my/our application for any Service will not be returned.
- 1.6 In the event of conflict between these General Terms and Conditions and any of the Specific Terms and Conditions, the Specific Terms and Conditions will prevail in respect of the applicable Service.
- 1.7 The Bank shall be entitled from time to time to impose any limit whether in transaction amount, operating procedures or otherwise on the use of any Service and such limit shall be determined by the Bank at its discretion.

## **2. Instruction**

- 2.1 I/We agree that the Bank may rely upon and act in accordance with instructions given to the Bank in connection with any Service offered to me/us or any of my/our accounts maintained by me/us with the Bank in the following manner:
  - (a) Instructions in writing signed by me/us or such number of authorized signatories appointed under the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates (each an "Authorized Signatory" and collectively the "Authorized Signatories"), or if the instruction does not relate to any account, signed by me/us or such number of Authorized Signatories appointed under the mandate for account operation or any letter of authority of any of my/our accounts, in each case with such signature specified in the mandate for account operation or any letter of authority of any account maintained by the Bank (including the relevant accounts) in original or, if approved by the Bank, sent to the Bank by fax provided that the Bank may, but is not obliged to, refuse to rely upon and act in accordance with an instruction signed by any Authorized Signatory with a signature different from that as specified in the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates;
  - (b) Instructions, if approved by the Bank, given to the Bank by telephone, through the Internet, other electronic means or other means as approved by the Bank if the person giving the instruction can (i) quote the account number of the account(s) to which the instruction relates, or if it does not relate to any account, the account number of any of my/our accounts; (ii) if required by the Bank, quote the personal identification number assigned by the Bank to me/us or any of the Authorized Signatories of the relevant account (each a "PIN"); (iii) if required by the Bank, produce such digital certificate of myself/ourselves or of any of the Authorized Signatories acceptable to the Bank;

and (iv) produce or quote such other information as may be requested by the Bank, notwithstanding that the mandate for the relevant account may provide for account operation by more than one person.

- 2.2 The instructions referred to in paragraph 2.1 above include but are not limited to the application for any Service and the operation thereof, the honouring of any cheque, draft, order to pay, bill of exchange and promissory note, the issuance of any letter of credit, guarantee, indemnity or counter-indemnity, the discounting of any bill endorsed on my/ our behalf, the purchase or sale of or other dealings in securities, foreign exchange, interest rate transaction or investment, the order to withdraw any or all money on any of my/our accounts or to deliver or deal with any securities, deeds or other property whatsoever from time to time in the Bank's possession for my/our account.
- 2.3 The Bank may refuse to accept any instruction upon such grounds as it deems fit.
- 2.4 Without prejudice to paragraph 2.3 above, the Bank shall not be liable for any consequence arising out of its failure or delay in the execution of instructions referred to in paragraph 2.1 above owing to insufficient funds and/or credit facilities in my/our account; provided that if the Bank shall at its discretion decide to execute the instructions notwithstanding such insufficiency, the Bank may do so without seeking prior approval from or notice to me/us and I/we shall be responsible for the resulting overdraft, advance, credit and all charges thereby created and incurred with interest thereon at a rate determined by the Bank at its discretion.
- 2.5 I/We undertake to: (a) keep and procure each Authorized Signatory to keep his PIN secret and his digital certificate safe and if I/we and each of the Authorized Signatories act in good faith and is diligent in safeguarding his PIN and digital certificate, I/we shall not be liable to the Bank for any unauthorized transactions made pursuant to instructions given through the Internet or electronic means; (b) inform the Bank as soon as reasonably practicable if I/we know or suspect that, any unauthorized person knows my/our PIN or the PIN of any of the Authorized Signatories or that unauthorized transactions have been effected and if I/we fail to do so I/we shall be liable for any unauthorized transactions made; and (c) be liable for all losses if I/we or any Authorized Signatory acts fraudulently or with gross negligence including failing to properly safeguard my/our PIN or the PIN of any of the Authorized Signatory. However, I/we shall not be liable for indirect, special or consequential loss or damages.
- 2.6 Subject to paragraph 2.5 above, I/we shall not be responsible for any unauthorized transaction effected pursuant to any instruction given through automated telephone systems, the Internet or electronic means caused by: (a) a computer crime not prevented by the security system of the Bank; (b) a human or system error caused by the Bank

resulting in an improper transaction leading to lost or misplaced funds; or (c) a missed or mis-directed payment caused by the Bank. I/We shall be entitled to reimbursement from the Bank for interest or late penalties incurred by me/us for missed payments attributable to the foregoing causes (a), (b) and (c).

- 2.7 In respect of instructions other than given through automated telephone systems, the Internet or other electronic means approved by the Bank, I/we shall, in the absence of negligence or wilful default on the part of the Bank, hold the Bank harmless and indemnify the Bank against all actions, proceedings, demands, claims, liabilities, damages, losses, reasonable costs and expenses howsoever arising, directly or indirectly, out of transactions effected in accordance with any instruction referred to in paragraph 2.1 above, or the Bank's failure to execute any such instruction or enforcement of the Bank's rights under this paragraph. This indemnity shall continue notwithstanding any termination of my/our account or these General Terms and Conditions or any Specific Terms and Conditions.
- 2.8 If any instruction is to be given through the Internet or other electronic means or if access to any Service may be gained through the Internet or other electronic means, I/we warrant to the Bank as follows:
- (a) I/we and my/our Authorized Signatories will not gain access to any Service in any country or jurisdiction where the offering of the same by the Bank is not lawful or where these General Terms and Conditions or the applicable Specific Terms and Conditions may not be enforceable by the Bank against me/us;
  - (b) I/we and my/our Authorized Signatories will not, and will not attempt to, reverse engineer, decompose, disassemble or otherwise tamper with any software relating to any Service;
  - (c) I/we and my/our Authorized Signatories will ensure that the browser cache memory will be cleared as soon as I/we sign off each time after having gained access to any Service through use of computer and I/we will exit the browser immediately after each use of any Service through use of computer.
- 2.9 The Bank may record my/our telephone conversations with the Bank made in the course of business.
- 2.10 If the Bank shall provide any software, computer system, user guide or other facilities to me/us to facilitate me/us in the giving of instructions to the Bank, I/we will exercise all reasonable care in their use and shall return them to the Bank immediately upon its request. I/We understand that the Bank makes no representation or warranty of any kind, express or implied, with respect to these facilities and their use. These facilities shall remain the property of the Bank or its supplier at all times.
- 2.11 Any transaction effected pursuant to an instruction given to the Bank may be considered concluded

only if the Bank has confirmed the same to me/us.

- 2.12 The Bank may accept the digital signature of myself/ourselves or any of the Authorized Signatories supported by a digital certificate tendered to the Bank issued by such certification authority as may be acceptable to the Bank. The Bank is entitled to treat such digital signature as the manual signature of the relevant person.
- 2.13 The Bank may presume the correctness of the information contained in a digital certificate tendered by me/us or any of the Authorized Signatories if the relevant digital certificate was published in a repository.
- 2.14 I/We understand due to unpredictable traffic congestion, openness and public nature of the Internet and other reasons, the Internet may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and me/us, transmission blackouts, interruptions and so on.

### **3. Statements**

- 3.1 Unless otherwise determined by the Bank, a consolidated monthly statement of account summarizing the transactions effected through such of the Services utilized by me/us and selected by the Bank during the preceding month will be issued by the Bank as soon as practicable. The Bank will also issue a monthly statement of account summarizing the transactions effected through each Service utilized by me/us which is not covered by the consolidated monthly statement of account (other than Services for which a passbook is provided to me/us, Services with no transaction having been effected since the date of the last statement of account, accounts with the balance as at the end of the relevant month being less than such amount as may be notified by the Bank from time to time and loan accounts) during the preceding month will be issued by the Bank as soon as practicable. Monthly statements of account will be sent to me/us by mail, electronic means or such other means as the Bank may determine from time to time.
- 3.2 I/We undertake to verify the correctness of each statement of account and transaction confirmation received from the Bank within ninety (90) days from the receipt thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank's record of transaction, statement of account and transaction confirmation as so stated. At the end of the ninety (90) day period commencing from the date of the relevant statement of account or transaction confirmation, the Bank's record of transactions and the details of the transactions as set out in such statement of account or transaction confirmation shall be conclusive evidence without any further proof that



the Bank's record of transaction and the details in such statements of account or transaction confirmation are correct except as to any alleged errors so notified.

- 3.3 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any statement of account or transaction confirmation previously sent to me/us to correct any details contained therein which have been wrongly or mistakenly made by the Bank. I/We agree that paragraph 3.2 above shall also apply to such revised statements of account or transaction confirmation.
- 3.4 Except as provided above and notwithstanding anything to the contrary in these General Terms and Conditions, the Bank shall be free from all claims in respect of the details of the transactions as set out in the statements of account notwithstanding any incorrectness of the details of the transactions as set out in the statements of account.

#### **4. Customer Data**

- 4.1 I/We agree that the data, documentation or certification concerning myself/ourselves, my/our beneficiaries and third parties for whom I/we are acting as agent requested by the Bank from time to time is required in order for the Bank to provide services to me/us and I/we agree to provide such data, documentation or certification as requested by the Bank. If I/we fail to provide the same to the Bank, the Bank may not be able to provide any service or facility to me/us and the Bank may close, transfer or suspend any service or facility. I/We may always contact the Data Protection Officer of the Bank to gain access to and request correction or amendment to such data.
- 4.2 I/We agree that the data, documentation or certification requested by the Bank referred to in paragraph 4.1 above, together with my/our other data obtained by the Bank from time to time and other data, documentation or certification that the Bank or any member of the Bank's group of companies may require in respect third parties, including but not limited to my/our personal and account information or records, may be disclosed to members of the Bank's group of companies, and may be disclosed by the Bank or any member of the Bank's group of companies to third parties including but not limited to any person, government body, agency or regulator, whether or not established under laws of the Hong Kong Special Administrative Region ("Hong Kong"), as required under any Foreign Law Requirement (as defined below).

"Foreign Law Requirement" means any obligation imposed on the Bank pursuant to any future or present (i) foreign laws (including foreign laws in respect of which the Bank reasonably considers itself bound and including any laws or regulations of the People's Republic of China); (ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government or regulator; (iii) under agreements entered into between the Bank and a foreign government or regulator; or (iv)

guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii). For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank pursuant to FATCA (as defined below) and as amended, superseded or introduced from time to time.

"FATCA" means (i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amendment or successor version thereof (the "USIRC"); (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with the USIRC including as entered into by the government of Hong Kong; (iii) agreements between the Bank or any member of the Bank's group of companies and the United States of America ("US"), US Internal Revenue Services or other regulator or government agency pursuant to or in connection with the USIRC; and (iv) any laws, rules, regulations, interpretations, guidelines, guidance or practices adopted in the US, Hong Kong or elsewhere pursuant to any of the foregoing.

- 4.3 Pursuant to paragraph 4.2 above, any such person or entity may use such data for such purposes as are respectively set out in the "Notice of Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" of China CITIC Bank International Limited from time to time.
- 4.4 (Applicable where the customer is an individual or consists of individuals) I/We may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether the Bank holds data about me/us 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 me/us which is inaccurate; (c) ascertain the Bank's policies and practices in relation to personal data; (d) request the Bank to inform me/us of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (e) request the Bank to provide me/us with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (f) require the Bank to cease using my/our personal data for its marketing purposes without charge.
- 4.5 I/We agree 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 my/our 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 me/us, my/our statements of account and such of my/our other data as the Bank may deem fit.
- 4.6 I/We hereby warrant that I/we will obtain the prior consent of my/our referees and any other third party whose personal data you disclose as required under

this clause 4 before giving their names and other personal data to the Bank.

- 4.7 I/We hereby warrant that all information provided by me/us to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.
- 4.8 I/We undertake to notify the Bank in writing promptly (and in any event within 30 calendar days of the relevant change) of any change of address or contact telephone number or other personal particulars recorded with the Bank including information about persons referred to in clause 4.2.
- 4.9 I/We waive any claims to confidentiality in respect of data or information disclosed for the purpose of the Bank exercising its rights under this clause 4.

## **5. Consent to deduct, withhold and block**

- 5.1 I/We acknowledge and agree that notwithstanding any other provision of these General Terms and Conditions or any Specific Terms and Conditions, any payments by the Bank under General Terms and Conditions or any Specific Terms and Conditions, will be subject to withholding and deduction as required under Foreign Law Requirements. Any amount withheld under this paragraph 5.1 may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.
- 5.2 The Bank will not be liable for any gross up, loss or damage suffered as a result of exercising its rights under paragraph 5.1.
- 5.3 I/We acknowledge and agree that any transaction, payment or instruction may be delayed, blocked, transferred or terminated where required for the Bank to meet its legal obligations including those under any Foreign Law Requirement.

## **6. Right of Set-Off and Appropriation**

- 6.1 I/We agree 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 my/our accounts (wherever situate) with my/our liabilities and, in case where we are a corporation, the liabilities of any member of our group of companies 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 my/our 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 my/our liabilities to the Bank are contingent or future, the Bank's liability to me/us to make payment of any sum or sums standing to the credit of any of my/our accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. For this purpose and any other purpose where this term is used in these General Terms and Conditions, the expressions "group of companies" and "subsidiary" bear the same meaning ascribed to it in Companies Ordinance.

- 6.2 The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for my/our account in or towards discharging whichever part of my/our liabilities to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by me/us.

## **7. Investment Information**

- 7.1 I/We fully understand that any transaction effected by me/us through use of any Service shall be made ultimately upon exercise of my/our own judgment and at my/our own discretion notwithstanding any information, suggestion or documents the Bank may have provided to me/us.
- 7.2 I/We request the Bank to contact me/us on investment opportunities which the Bank believes may be of interest to me/us. However, I/we understand that the Bank is not obliged to provide me/us with any financial, market or investment information, suggestion or recommendation, but if it does so, it does not act as an investment adviser.
- 7.3 Any information, suggestion or recommendation communicated to me/us by the Bank are based on information obtained from sources believed by the Bank to be reliable, are for my/our own use and consideration only and will not constitute an offer to sell any investment to me/us.
- 7.4 I/We agree that in the absence of negligence on the part of the Bank, the Bank will not be liable for any inaccuracy or incompleteness of any information provided by the Bank or the performance or outcome of any transactions effected by me/us after receipt of such information.
- 7.5 Any exchange rate, interest rate, price of securities or other similar information quoted to me/us is for my/our reference only and shall not be binding on the Bank unless confirmed by the Bank for a transaction.

## **8. Fees and Charges**

- 8.1 The Bank may impose fees or charges for providing any service. Such fees and charges are detailed in the Bank's schedule of charges published from time to time and displayed at the Bank's premises. The schedule will be provided to me/us upon request. The Bank may revise the fees and charges applicable to any Service utilized by me/us at its discretion upon prior notice to me/us. Charges not set out in the schedule will be advised when the Services for which the charges are imposed are applied for by me/us or upon my/our request. The Bank may debit fees and charges to any of my/our accounts.
- 8.2 The Bank may impose service charges if:-
- (a) the balance on any of my/our accounts is below such minimum balance requirement for the time being specified by the Bank;
  - (b) the average aggregate daily credit balance of

any of my/our accounts with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time period stipulated by the Bank for such purpose; or

- (c) no transaction has been effected through any of my/our accounts (other than interest payment or payment of any fees or charges) for a continuous period as specified by the Bank for the time being, irrespective of the amount of the balance on such account.

- 8.3 The Bank may impose such penalty or other charges in accordance with the schedule of charges published from time to time by the Bank if I/we overdraw my/our accounts.
- 8.4 The Bank reserves the right to levy deposit charges on all accounts in accordance with any rules of any regulatory bodies of the Bank as the same may from time to time be in force.
- 8.5 The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to me/us or transact for me/us and retain such fees or charges for its own benefit. The Bank may accept rebates, fees and other forms of payment from any person in respect of any transaction effected for me/us and retain the same for its own benefit.
- 8.6 I/We will reimburse the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under these General Terms and Conditions or any Specific Terms and Conditions.

## **9. Deposits and Withdrawals**

- 9.1 All cheques and other monetary instruments are accepted for my/our account at the discretion of the Bank and are credited subject to their being paid during banking hours of the Bank, unless otherwise permitted at the Bank's discretion. No interest will be paid on any funds credited into any of my/our interest bearing accounts until such funds have been actually received by the Bank during banking hours of the Bank and in the case of credit by way of remittance, receipt of confirmation from the relevant correspondent bank of the remittance by the Bank during banking hours of the Bank (whichever is later). The Bank is entitled to debit its charges, fees and expenses and the value of any items subsequently returned unpaid to my/our account. Funds received by the Bank for my/our account by way of remittance will be credited into my/our account within a reasonable time after receipt of confirmation from the correspondent bank by the Bank.
- 9.2 If any money received by way of remittance or any instructions from any third party in the currency other than the currency of the account specified, the Bank may in its discretion without notice to me/us convert the funds to be credited into the currency of such account at the Bank's prevailing rates of exchange for value on the date when the funds is credited.
- 9.3 All withdrawals or investment may only be made by



me/us against sufficient cleared funds in my/our relevant accounts. Any withdrawal or investment made on the assumption that funds will be cleared but not so cleared will be reimbursed by me/us immediately upon the Bank's demand. All cheques or monetary instruments will be purchased or discounted by the Bank on this basis.

- 9.4 Funds are sent entirely at my/our own risk and the Bank shall have no responsibility to me/us for any mutilation, interruption, omission, error, neglect, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission of any message or from its misinterpretation by any wireless telegraphy or telex company or by the Bank or its correspondent, agent or its employee or through any other cause beyond its control.
- 9.5 Withdrawals from any of my/our accounts maintained with the Hong Kong office of the Bank may only be made in Hong Kong although, if the Bank agrees, withdrawal may be made at another branch of the Bank outside Hong Kong.
- 9.6 No payment to the Bank shall discharge any of my/our obligations or liabilities unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred. If an amount due to the Bank from me/us in one currency is received by the Bank in another currency, my/our obligations to the Bank in respect of such amount shall only be discharged to the extent that the Bank may purchase the first currency with the second currency in accordance with normal banking procedures. If the amount of the first currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount so due, I/we shall indemnify the Bank against the shortfall. If and to the extent that I/we fail to pay any amount denominated in a currency other than Hong Kong dollar on demand, the Bank may in its discretion without notice to me/us purchase at any time thereafter so much of such currency as the Bank considers necessary or desirable to cover my/our obligations and liabilities in that currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing that currency with Hong Kong dollar and I/we hereby agree to indemnify the Bank against the full Hong Kong dollar cost incurred by me/us for such purchase.

## **10. Joint Accounts and Partnership Accounts**

- 10.1 In respect of accounts in the names of or opened by two or more persons, (a) all agreements, obligations, powers, authorities and liabilities of the joint account holders to the Bank in connection with such account shall be joint and several; (b) upon the death of any joint account holder the balance (if any) standing to the credit of such account and any investments and properties of any description held in the joint names of the account holders shall, subject to applicable laws, belong to the survivor(s) thereof. In the event the title of an account bears the names of more than one person, whether such

names are stated in a disjunctive, conjunctive or other manner in the title, such account shall be deemed to be an account in the names of or opened by all such persons as joint account holders. Any cheques, instruments of payment or sums expressed to be payable to us or any of us or for any account(s) in our joint names or in the name of any of us may be credited into such joint account(s).

- 10.2 If we are a partnership, (a) the agreements, obligations, powers, authorities and liabilities of each of us shall be joint and several; (b) these General Terms and Conditions and any applicable Specific Terms and Conditions shall continue to bind us notwithstanding any change in our constitution, name or membership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect our obligations thereunder; (c) upon any partner ceasing to be a member of our partnership by death or otherwise, the Bank may in the absence of written instruction to the contrary from us or any of us or the personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partners for the time being as having full power to carry on the business of our partnership.

## **11. Security in favour of third party**

- 11.1 I/We agree that I/we shall not, during such time when I/we have any liabilities (present and future, joint or several, direct or indirect, actual or contingent) to the Bank, charge, assign, sell, transfer or create any encumbrance or deal with or grant any third party rights over or against any part of my/our account or any of my/our assets kept by the Bank for my/us or the proceeds thereof.
- 11.2 I/We irrevocably appoint the Bank to be my/our agent, and in my/our name or otherwise on my/our behalf to sign, execute, deliver, perfect and do all instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of my/our obligations under these General Terms and Conditions or any Specific Terms and Conditions and of the security granted thereunder. I/We ratify and confirm and agree to ratify and confirm any instrument, act and thing which such attorney may lawfully execute or do.

## **12. Limitation of Liability**

- 12.1 I/We agree that except in the case of negligence or wilful default and subject to paragraph 2.5 above, the Bank will not be liable for any action or omission to act in connection with any of my/our accounts or any service provided by the Bank including the following:-
- (a) the operation of any of my/our accounts and the provision of any of the Services by the Bank;
  - (b) the availability of any of the Services being restricted or affected by any cause or for whatever reason;
  - (c) the acts, omission, negligence or default of any

correspondent, broker, agent, custodian or other parties involved in any transaction;

- (d) the reliance upon any instruction by the Bank in accordance with these General Terms and Conditions which the Bank believes in good faith to be given by me/us or my/our relevant Authorized Signatories notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions;
- (e) the diminution or unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or strike, or other similar causes beyond the Bank's control.

12.2 In no event will the Bank be liable for my/our loss of profit, indirect, special or consequential damages.

### **13. Indemnity**

Without limitation to any other indemnity provided by the me/us to the Bank or any member of the Bank's group of companies under any arrangement or agreement (including but not limited to the General Terms and Conditions and any Specific Terms and Conditions), I/we agree to indemnify the Bank and any member of the Bank's group of companies against any loss or cost it suffers or incurs, including taxes, interest or penalties, as a result of me/us providing misleading or false information or otherwise failing to comply with any requirement under these General Terms and Conditions or any Specific Terms and Conditions. The Bank is entitled to withhold, retain, or deduct such portion from the my/our assets in the possession or control of the Bank or such amount(s) from any of the my/our accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the me/us under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between me/us and the Bank.

### **14. Certificate of Indebtedness**

14.1 A certificate issued by the Bank stating the amount due and payable by me/us to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.

14.2 Records of my/our dealings with the Bank kept by the Bank (including records contained in computer, microfilm, books and other records of the Bank) shall constitute conclusive evidence unless (a) the Bank has failed to exercise reasonable skill and care in respect of any such computer record, microfilm, books and records, (b) the contents of any such computer records, microfilms, books and records are the result of forgery or fraud of any employee, agent or servant of the Bank or (c) the contents of any such computer records, microfilms, books and records are the result of the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

14.3 The Bank may commission a debt collection agency to collect any overdue amount owed by me/us to the Bank.

- 14.4 I/We understand I/we should inform the Bank as soon as possible of any difficulty in repaying my/our outstanding indebtedness to the Bank or servicing any loan over the credit period.

## **15. Miscellaneous**

- 15.1 If any one or more of the provisions contained in these General Terms and Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 15.2 (a) These General Terms and Conditions and any Specific Terms and Conditions shall benefit and be binding on the Bank and me/us, their respective successors and subject to this paragraph 15.2, any permitted assignee or transferee of some or all of the Bank's rights or obligations under this agreement.
- (b) I/We may not assign or transfer all or any of my/our rights or obligations under these General Terms and Conditions or any Specific Terms and Conditions.
- (c) The Bank may transfer all or part of the Bank's rights, benefits and obligations under these General Terms and Conditions and/or any Specific Terms and Conditions 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 me/us as the Bank may think fit for the purposes of such contractual arrangements.
- 15.3 I/We acknowledge and agree that I am/we are fully responsible for my/our own tax affairs, and that I am/we are solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to me/us in any relevant jurisdictions. I/We confirm that I/we have 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 my/our account(s) with the Bank. I/We understand my/our 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.
- 15.4 This clause does not apply to Corporate Professional Investors (where the Bank has complied with paragraphs 15.3A and 15.3B of the Code) or Institutional Professional Investors under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. If the Bank solicits the sale of or recommend any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance ("Applicable Financial Products") to me/us, the Applicable Financial Products must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of these General Terms and Conditions, other

related Specific Terms and Conditions or any other documents the Bank may ask me/us to sign and no statement the Bank may ask me/us to make derogates from this clause. For the purposes of this clause, "leveraged foreign exchange contracts" refer to those leveraged foreign exchange contracts traded by persons licensed for Type 3 regulated activity.

- 15.5 The Bank's failure or delay in exercising any rights, power or privilege in respect of these General Terms and Conditions or any Specific Terms and Conditions 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 right, power or privilege hereunder.
- 15.6 I/We hereby agree at any time and from time to time, at my/our expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that the Bank may request to accomplish the purposes of these General Terms and Conditions or Specific Terms and Conditions.
- 15.7 In the event of any inconsistency between the English version and the Chinese version of these General Terms and Conditions or any Specific Terms and Conditions, the English version shall prevail.
- 15.8 I/We shall provide a list of my/our current partners, directors, secretary or officers (as the case may be) from time to time to the Bank and the Bank may continue to treat the list most recently received as correct.
- 15.9 Nothing here in shall require the Bank to provide or continue any banking facilities or other accommodation or services to me/us. These General Terms and Conditions and any Specific Terms and Conditions may be terminated by the Bank by giving reasonable prior notice to me/us. Termination of these General Terms and Conditions will automatically terminate all Specific Terms and Conditions but termination of any Specific Terms and Conditions will not terminate these General Terms and Conditions or any other Specific Terms and Conditions.
- 15.10 Any release, settlement, assignment, payment or discharge between myself/ourselves and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of my/our liabilities or obligations or any other person being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from me/us or any other relevant person the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.

## **16. Amendments**

- 16.1 The Bank may at any time delete, replace, add or change any term of these General Terms and Conditions or the Specific Terms and Conditions applicable to any Service applied for or utilized by me/us (including any applicable fees or charges) by giving prior notice to me/us in accordance with the requirements of applicable codes and guidelines.



- 16.2 The Bank may at any time introduce any new Service or delete any existing Service. A list of the Services which the Bank may offer to me/us pursuant to these General Terms and Conditions at any particular time and their applicable Specific Terms and Conditions may be obtained from the Bank upon request.

## **17. Notice**

- 17.1 Any notice or instruction from me/us to the Bank shall be irrevocable and ineffective until actually received by the Bank.
- 17.2 Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me or any one of us at the last known address of the recipient. 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. Any notice sent by facsimile, by email or otherwise via the internet shall be deemed to have been given at the time of transmission.
- 17.3 I/We will promptly notify the Bank in writing of any change of address to which statements and notices should be sent. Such changes shall not be effective until duly entered in the Bank's records.

## **18. Rights of Third Parties**

Except as otherwise expressly stated in these General Terms and Conditions, no one other than a party to these General Terms and Conditions 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 these General Terms and Conditions entitles any third party to enforce any term of these General Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these General Terms and Conditions without the consent of that third party.

## **19. Governing Law and Jurisdiction**

- 19.1 Subject to any express provision contained herein or in the relevant Specific Terms and Conditions, these General Terms and Conditions and all Specific Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 19.2 Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies.
- 19.3 I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Last Updated in June 2017

## Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data

- 1) Unless the context otherwise requires, the following expressions shall have the following meanings in this Notice:

"Bank" means China CITIC Bank International Limited;

"Customer" shall have the meaning ascribed to it in paragraph 2;

"Group" means the Bank, any subsidiary undertaking of the Bank and/or any of their respective associated or affiliate undertakings, any direct or indirect parent undertaking of the Bank, any subsidiary undertaking of any such parent undertaking and/or any of their respective associated or affiliate undertakings, including, for the avoidance of doubt, undertakings within the group of CITIC Group Corporation ("subsidiary undertaking", "parent undertaking" and "undertaking" shall have the meanings under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong));

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

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

- 2) Scope of Personal Data

It includes all the information, account details, transaction record and affairs of a Customer (including but not limited to an individual, sole proprietor, partnership, corporate and unincorporated association Customer) that is collected and held by the Bank through the establishment of accounts, the provision of banking facilities or any service or in the ordinary course of the continuation of the banking relationship with the Customer.

The provisions of this Notice shall also apply to, without limitation, (a) in the case of individual account holders, joint account holders or sole proprietors, the relevant individual concerned; (b) in the case of a partnership, each partner of the partnership; (c) in the case of a corporate entity, any individual director, shareholder, officer or manager who has provided any personal data to the Bank for the purpose of account opening or operation of the account; (d) any surety, person providing security or guarantor of any banking or credit facilities granted or to be granted by the Bank to the Customer; and (e) any other person who has, in the account opening process or for the purpose of any service provided by the Bank, provided data to the Bank (collectively referred to as "Customer").

- 3) Importance of Data Collection

From time to time, it is necessary for Customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of services.

The Bank may not be able to open or continue accounts, process credit application, establish or continue banking facilities or provide banking services if Customers fail to supply their personal information. Personal data may be collected from Customers in the ordinary course of the continuation of the banking relationship, e.g. when Customers write cheques or deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the Customer from third parties, including third party service providers with whom the Customer interacts in connection with the marketing of the Bank's products and services and in connection with the Customer's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).

#### 4) Purposes of Data Collection and Usage

The personal data relating to a Customer are collected and may be used for the following purposes:-

- i) considering and assessing the Customer's application for the Bank's products and services;
- ii) the daily operation of the banking facilities or services provided to Customers;
- iii) conducting credit checks at the time of application for banking services or banking facilities and at the time of regular or special reviews which normally will take place one or more times each year;
- iv) creating and maintaining the Bank's credit scoring models;
- v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
- vi) ensuring ongoing credit worthiness of Customers;
- vii) designing financial services or related products for Customers' use;
- viii) identifying and formulating servicing strategies for Customers' use;
- ix) marketing services, products and other subjects in respect of which the Bank may or may not be remunerated (please see further details in paragraph 8 below), such marketing activities may or may not directly relate to the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services;
- x) determining the amount of indebtedness owed to or by Customers;
- xi) collection of amounts outstanding from Customers and those providing security for Customers' obligations;
- xii) satisfying or complying with any obligations, requirements or arrangements for disclosing and using data that apply to the Bank, any other member of the Group and/or any of their respective branches or offices or that it is expected to satisfy or comply according to:

- (a) any laws, rules or regulations binding on or applying to the Bank, any other member of the Group and/or any of their respective branches or offices, within or outside Hong Kong, existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
  - (b) any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, within or outside Hong Kong, existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
  - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank, any other member of the Group and/or any of their respective branches or offices by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations,  
including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Bank, any other member of the Group and/or any of their respective branches or offices;
- xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - xiv) facilitating consolidated supervision of the Group, including but not limited to the conduct of internal audit and the performance of risk management;
  - xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participant;

- xvi) maintaining a credit history of Customers (whether or not there exists any relationship between the Customer and the Bank or the recipient of the data) for present and future reference; and
- xvii) all other incidental and associated purposes directly relating thereto and other purposes to which the Customers may from time to time agree.

#### 5) Data Confidentiality

Data held by the Bank relating to a Customer will be kept confidential but, subject to the Customer's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and/or use of the Customer's data) the Bank or the recipient thereof may provide such information to the following parties for the purposes set out in paragraph 4 (whether within or outside Hong Kong):-

- i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection or other services to the Bank in connection with the operation of its business;
- ii) any party (who facilitates the provision of the banking, investment, credit or other kinds of services by the Bank in connection with the services which are provided, offered or available to the Bank's Customers from time to time) or any member of the Group, who is under a duty of confidentiality to the Bank, including its respective officers, employees, agents and representatives who have undertaken to keep such information confidential;
- iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- iv) third party service providers with whom the Customer has chosen to interact with in connection with the Customer's application for the Bank's products and services;
- v) other banks and financial services providers to whom the Customer has chosen to provide his/her information held by the Bank in connection with the provision of services to the Customer by those other banks and financial service providers;
- vi) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- vii) any person, body or authority to whom the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to make disclosure under the requirements of any laws, rules or regulations binding on or applying to the Bank, any other member of the Group and/or any of their respective branches or offices, or any disclosure under and for the purposes of any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, supervisory, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank, any other member of the Group



and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank, any other member of the Group and/or any of their respective branches or offices with local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future,

including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Bank, any other member of the Group and/or any of their respective branches or offices;

- viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Customer's obligations or liabilities;
  - ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's right in respect of the Customer including, without limitation, to the Hong Kong Mortgage Corporation Limited ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangement with HKMC in respect of the sale of mortgages or other security by the Bank;
  - x)
    - (a) members of the Group;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty and privileges programme providers;
    - (d) co-branding partners of the Bank and other members of the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - (e) charitable or non-profit making organisations; and
    - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4(ix) above.
  - xi) Joint Electronic Teller Services Limited ("JETCO"), the operator of any ATM within the JETCO network and other issuers of ATM cards used within the JETCO network.
- 6) **Transfer of Data Outside Hong Kong**  
The Bank may from time to time transfer the data of Customers outside Hong Kong for different purposes including processing and storage. Insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, we will obtain the Customer's separate consent in relation to such international transfers. Such data may be disclosed, processed, stored or maintained in accordance with the local laws, rules and regulations applicable in the relevant jurisdictions.

7) To the extent required under the PIPL, the Bank will, prior to sharing the Customer's personal data with third parties, notify the Customer of the name and contact details of the recipients, the purposes and means of processing and provision of the Customer's personal data, and the types of personal data to be provided and shared, and obtain the Customer's separate consent to the sharing of the Customer's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, in accordance with the PIPL.

8) Use of Data in Direct Marketing

The Bank uses and/or intends to use a Customer's data in direct marketing and the Bank requires a Customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- i) the name, contact details, products and services portfolio information, general banking, investment and insurance related transaction pattern and behaviour, financial, investment and insurance experience and background, risk profile and demographic data of a Customer held by the Bank from time to time may be used by the Bank in direct marketing;
- ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, credit facilities, insurance, investment, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;
- iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (a) any other member of the Group or any of its branches or offices;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers;
  - (d) co-branding partners of the Bank, any other member of the Group and/or any of their respective branches or offices (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;

- iv) in addition to marketing the above services, products and subjects itself, the Bank also provides and/or intends to provide the data described in paragraph (7)(i) above to all or any of the persons described in paragraph (8)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of a Customer (which includes an indication of no objection) for that purpose;
- v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (8)(iv) above and, when requesting the consent of a Customer or no objection as described in paragraph (8)(iv) above, the Bank will inform a Customer if it will receive any money or other property in return for providing the data to the other persons.

**If a Customer does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, a Customer may, without charge, exercise his/her opt-out right by notifying the Bank. A Customer may make the opt-out request by completing such prescribed form as may be required by the Bank and returning to the Bank or visiting any of the Bank's branches or contacting the Bank's Phone Banking Centre at 2287 6767.**

**9) Transfer of Personal Data to Customer's Other Banks and Third Party Service Providers Using Bank Application Programming Interfaces (API)**

The Bank may, in accordance with the Customer's instructions to the Bank, other banks providing services to the Customer or third party service providers (including other financial service providers) engaged by the Customer, transfer Customer's data to such other banks and third party service providers using the Bank's API for the purposes notified to the Customer by the Bank, the Customer's other banks or third party service providers and/or as consented to by the Customer in accordance with the Ordinance.

**10) Consumer Credit Data**

- i) With respect to data in connection with mortgages applied by a Customer (whether as a borrower, mortgagor or guarantor and whether in the Customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the Customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
  - (a) full name;
  - (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Customer's sole name or in joint names with others);
  - (c) Hong Kong Identity Card Number or travel document number;
  - (d) date of birth;
  - (e) correspondence address;
  - (f) mortgage account number in respect of each mortgage;
  - (g) type of the facility in respect of each mortgage;
  - (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (i) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the Customer with credit providers, as borrower, mortgagor or guarantor respectively and whether in the Customer's sole name or in joint names with others, for sharing in the consumer credit databases of Credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

- ii) Under and in accordance with the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data) the PIPL and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual Customer has the right to:-
- (a) check whether the Bank holds data about him/her and the right of access to such data;
  - (b) require the Bank to correct any data relating to him/her which is inaccurate;
  - (c) ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (d) in relation to consumer credit, request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies);
  - (e) in relation to consumer credit data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, instruct the Bank, upon termination of an account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within 5 years of termination and at no time was there any default of payment in relation to an account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
  - (f) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to request the Bank to delete the Customer's personal data;
  - (g) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to object

- to certain uses of the Customer's personal data;
- (h) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, request an explanation of the rules governing the processing of the Customer's personal data;
  - (i) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to ask that the Bank transfer personal data that you have provided to the Bank to a third party of your choice under circumstances as provided under the PIPL;
  - (j) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to withdraw any consent for the collection, processing or transfer of the Customer's personal data (the Customer should note that withdrawal of their consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
  - (k) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 10(ii)(e) above) may be retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default.

In the event any amount in an account is written-off due to a bankruptcy order being made against a Customer, the account repayment data (as defined in paragraph 10(ii)(e) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by a Customer with evidence to the credit reference agency(ies), whichever is earlier.

iii) Access to Customer Credit Data

The Bank may from time to time access the consumer credit data of a Customer held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing consumer credit facilities granted to the Customer as borrower or to another person for whom the Customer proposes to act or acts as guarantor or security provider or for the purpose of the reasonable monitoring of the indebtedness of the Customer

while there is currently a default by the Customer as borrower, as guarantor or as security provider. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:

- (a) an increase in the credit amount;
- (b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
- (c) the putting in place or the implementation of a scheme of arrangement with the individual Customer.

In the event the Customer wishes to access such consumer credit data obtained from a credit reference agency, the Bank will upon request advise the contact details of the relevant credit reference agency.

- 11) Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, such sensitive personal data will be processed with the Customer's separate consent.
- 12) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data) as permitted under the PIPL, the Bank may charge a reasonable fee for the processing of any data access request.
- 13) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:  
The Data Protection Officer  
China CITIC Bank International Limited  
30/F., Two Taikoo Place, Taikoo Place,  
979 King's Road, Quarry Bay, Hong Kong  
Fax: 2258 2615
- 14) Nothing in this Notice shall limit the rights of Customers under the Ordinance and the PIPL.
- 15) Any right conferred under the Ordinance shall only apply to individual Customers.
- 16) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.
- 17) This Notice shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which Customers have entered into or intend to enter into with the Bank.
- 18) The Bank may have obtained credit report(s) on the Customer from credit reference agency(ies) in considering any application for credit. In the event the Customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).



**Risks for e-Statement and e-Advice service**

1. Appropriate computer equipment and software, internet access and a specific email address provided and designated by the customer are required for using the Bank's e-Statement/ eAdvice service
2. Internet and email services may be subject to certain IT risks and disruption. Customer need to understand and accept all possible risks involved in how the e-Statement/ e-Advice service is provided. Such risks may include that eCorrespondence may be intercepted, monitored, amended, tampered with or disclosed to other parties without customer's authorization.
3. The customer may incur additional costs for using the Bank's e-Statement/ e-Advice service
4. Email will be the customer's only notice that the advices and statements that are supported by e-Statement/ e-Advice service have been posted on the Bank's website, and the customer should check his/her designated email address regularly for such notice.
5. Revocation of consent to the Bank's e-Statement/ e-Advice service will be subject to the giving of such advance notice by the customer as the Bank may reasonably require.
6. The customer may be required to pay a reasonable charge for obtaining a hard copy of any Bank's e-Statement/ e-Advice that is no longer available for access and downloading through the Bank's website.

**Important Notes**

1. Email notification will be sent to you on the day of e-Statement/ e-Advice delivery to you designated email address maintained in our Bank's record. Please keep the Bank informed of your current email address to ensure you can receive such email notification.
2. Customer should promptly review the e-Statement/ e-Advice posted on the Bank's website upon receiving the email notification from the Bank to ensure that any errors are detected and reported to the Bank as soon as practicable.

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/We have agreed to be bound by. I/We may from time to time use the eStatement and eAdvice Service (**the “Service”**) supplied by China CITIC Bank International Limited (**the “Bank”**), and agree that the Service will be subject to these Terms and Conditions, the General Terms and Conditions, Terms and Conditions for i-banking Service and such other terms as may be agreed between me/us and the Bank in relation thereto. I/We can review the most current version of these Terms and Conditions, the General Terms and Conditions, Terms and Conditions for i-banking Service at any time on the website of the Bank at [www.cncbinternational.com](http://www.cncbinternational.com)

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

(a) "Account" means an account maintained by me/us with the Bank;

(b) "Advice" means any advice, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by the Bank from time to time in paper form in relation to any Account, service or product offered by the Bank, and excludes a Statement;

(c) "eAdvice" means an Advice issued or made available by the Bank from time to time in electronic form under the Service;

(d) "eCorrespondence" means an eStatement or an eAdvice (or both).

(e) "eStatement" means a Statement issued or made available by the Bank from time to time in electronic form under the Service;

(f) "Hong Kong" means the Hong Kong Special Administrative Regions of the People's Republic of China;

(g) "i-banking Service" means any electronic or internet banking services from time to time supplied by the Bank, which enable me/us to give instructions to the Bank and/or obtain information from the Bank through internet at such website or portal as designated by the Bank from time to time or through such other means as the Bank may from time to time prescribe;

(h) "Service" means the eStatement and eAdvice service which the Bank may provide pursuant to these Terms and Conditions;

(i) "Statement" means any statement issued or made available by the Bank from time to time in paper form in relation to my/our Account, service or product offered by the Bank and excludes an Advice; and

(j) "Telecommunications Equipment" includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.

## 2. Scopes of the Service

2.1 I/We should have an i-banking Service with the Bank. I/We may use the Telecommunications Equipment, telecommunications service provider and computer software that is capable of receiving and reading the eCorrespondence, as accepted by the Bank from time to time.

2.2 The eCorrespondence will be provided to me/us by placing it in my/our i-banking Service as determined by the Bank from time to time.

2.3 Where an eCorrespondence is placed in my/our i-banking Service, the Bank has no obligation but may notify me/us that the latest eCorrespondence has been made available by sending a message to my/our mobile of one number or email address (or both) on the record. I/We should ensure the email address and mobile phone number on the Bank's record are at all times valid, up-to-date and capable of receiving the eCorrespondence and any other messages from the Bank.

2.4 Upon successful subscription to this Service, I/We understand and agree that the Bank will no longer provide the corresponding Statement or Advice in paper form. At my/our request, the Bank may at its discretion but not obliged to provide the corresponding Statement or Advice in paper form. The Bank has the right to charge a fee for providing the corresponding Statement or Advice to me/us.

2.5 I/We agree to review and check my/our i-banking Service for eCorrespondence regularly and/or upon receiving the message notifying me/us the availability of eCorrespondence in my/our i-banking Services. I/We will advise the Bank promptly of any error, omission, discrepancy, unauthorized debit or irregularity in the entries or transactions shown in each eCorrespondence, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person. I/We should notify the above error, omission, discrepancy, unauthorized debit or irregularity within 60 days (where the eStatement is a credit card eStatement) or within 90 days for all other eStatements. I/We understand if the Bank does not receive any such notice within the specified period, the eCorrespondence will be considered as correct, conclusive and binding.

2.6 I/We understand that an eCorrespondence placed in my/our i-banking Service will only be available for a limited period as determined by the Bank from time to time. The Bank will periodically remove past eCorrespondence from my/our i-banking Service even if I/We have not reviewed, accessed or saved them. I/We confirm that I/We will save the eCorrespondence in my/our own computer storage or print a hard copy of the eCorrespondence for future reference.

2.7 I/We understand that an eCorrespondence placed in my/our i-banking Service will be considered as having been delivered to me/us at the time it is placed in my/our i-banking Service according to the Bank's record.

2.8 I/We confirm that all information provided to the Bank for the purpose of or in connection with the Service is complete, accurate and up-to-date at all relevant times. I/We agree to notify the Bank promptly of any change in the information.

2.9 Where an Account is in the name of two or more persons, by using the Service, any of those persons may access the Service singly even if I/We have specified to the Bank a different signing arrangement for the Account, and each of us will be bound by these Terms and Conditions.

2.10 The Bank from time to time is entitled to modify, expand or reduce the scope and features of the Services with or without notice to me/us. In particular, the Bank may from time to time determine, add to or delete from the Service the types of Advices and Statement which will be offered as eAdvices or eStatements, and the manner in which such eCorrespondence will be provided.

### 3. Security

3.1 I/We understand and accept all possible risks involved in how the Service is provided. Such risks may include that eCorrespondence may be intercepted, monitored, amended, tampered with or disclosed to other parties without my/our authorization.

3.2 I/We are responsible for the security of my/our Telecommunications Equipment. I/We must take all reasonable precautions to prevent anyone else from accessing any confidential information including the eCorrespondence sent to my/our Telecommunications Equipment.

3.3 I/We should never provide my/our account or personal data on screen following a website address or hyperlink from an eCorrespondence. All website addresses and hyperlinks authorized by the Bank

are for my/our information only and the Bank will not require me/us to provide data in that manner.

3.4 I/We should check the email address or website address of the sender of the eCorrespondence to ensure that the eCorrespondence is genuine and sent by the Bank.

3.5 I/We must notify the Bank promptly and in such manner as the Bank may accept from time to time if I/We fail to receive the message as mentioned in section 2.3; fail to receive, access or view any eCorrespondence; or there is any delay in or any other problem with the receiving, accessing or viewing any eCorrespondence from the Bank.

#### 4. Limitation of Liability and Indemnification

4.1 The Bank is not liable for loss, damage or expense of any kind which I/We may incur or suffer arising from or in connection with the following: (a) any failure or delay in providing the eCorrespondence for any reason (including as a result of failure or error of any computer or electronic system or equipment); (b) any error or omission in the eCorrespondence; (c) any disclosure of confidential information; (d) any loss or damage to my/our data, software, telecommunication equipment or other equipment arising from or in connection with my/our use of the Service; and (e) any suspension or termination of the Service under any other circumstances.

4.2 The Bank is not liable for any loss, costs or damage of any kind incurred or suffered by me/us as a result of any interruption, delay or failure (whether total or partial) in providing the Service to me/us to the extent that it is attributable to any cause or circumstance that is beyond its reasonable control or the reasonable control of its agents or nominees (other than any such acts or omissions amounting to negligence or willful misconduct on the part of the Bank).

4.3 I/We acknowledge there are certain security, corruption, transmission error and access availability risks associated with using the Service and I/we expressly assume such risks. The Bank makes no warranty or representation as to the foregoing.

4.4 The Bank shall at all times be indemnified, reimbursed and held harmless by me/us from and against any and all claims, demands, causes of actions, liabilities, losses, damages, costs and expense which may at any time be imposed upon, incurred or suffered by, or asserted against the Bank in connection with any acts, omissions or circumstances arising out of or relating to these Terms and Conditions, or any breach by me/us of these Terms and Conditions, or any other matter or transaction contemplated by these Terms and Conditions (other than any such acts or omissions amounting to negligence or willful misconduct on the part of the Bank)

4.5 The Bank does not warrant or represent that the eCorrespondence provided through i-banking Service is accurate, sufficient, up-to-date or error free. Some of the eCorrespondence available through i-banking Service may be identified on the screens or in any user guide in respect of any electronic media as subject to a disclaimer or other provisions. If I/We rely on that eCorrespondence, I/We do so subject to the disclaimer or those provisions.

#### 5. Suspension or Termination of Service

5.1 The Bank reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Service (or any part thereof) for any reason without notice. In particular, the Bank will terminate the Services upon termination of the iBanking Services by me/us.

5.2 Suspension or termination by me/us of the Service shall be effective only after written notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.

5.3 Either party may terminate the Service any time by giving a thirty (30) days prior written notification the Bank may terminate the Service without any notice on the grounds that if I/we breach any of my/our

obligations under these Terms and Conditions.

5.4 Any suspension or termination of the Service does not affect the liabilities and rights between the Bank and me/us respectively before the date of suspension or termination.

## 6. Fees and Costs

6.1 I/We agree to pay such charges (if any) for the provision of the Service, as the Bank shall advise me/us from time to time.

6.2 The Bank may vary its charges and the frequency and dates of payment of such charges on giving me/us not less than thirty (30) days notice.

6.3 I/We authorize the Bank to debit any of my/our accounts with any charges, if any, for the provisions of this Service.

## 7. Miscellaneous

7.1 The Bank at any time has the right to amend or vary any provisions of these Terms and Conditions (including any fees and charges) by giving prior written notice to me/us in accordance with the requirements of applicable codes and guidelines. I/We will be bound by a variation unless the Bank has received notice to terminate the Service with effect before the date on which that variation takes effect.

7.2 No act, omission or delay by the Bank shall be a waiver of the Bank's right or remedy under these Terms and Conditions unless otherwise agreed in writing by the Bank.

## 8. Rights of Third Party

8.1 Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions 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 these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.

## 9. Law and Jurisdiction

9.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

## 10. Governing Version

10.1 The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.



The Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we have agreed to be bound by. I/We may from time to time apply for an ATM Card (the "**Card**") and agree that each ATM Card is issued by the Bank subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between me/us and the Bank in relation thereto.

1. The Card is issued for use on any Automated Teller Machine ("**ATM**") or Direct Debit Services of the Bank or of any third party(ies) acceptable to the Bank.
2. The Card is and will be, at all times, the property of the Bank and I/we shall surrender the Card to the Bank immediately upon the Bank's demand.
3. The Card will only be used by me/us and is not transferable.
4. The Bank will issue a personal identity number ("**PIN**") for the Card to me/us at such time and in such manner as the Bank thinks fit. I/We should destroy the original printed PIN immediately and should not allow any other person to use my/our Card and PIN. I/We should not write down the PIN on the Card or record the PIN without disguising it. I/We may change my/our PIN at any ATM. However, my/our telephone numbers, identity card or passport numbers and other easily accessible personal information should not be used as my/our PIN. I/We should not use the same PIN for the Card and for accessing other services, whether banking or not (for example, connection to the internet or accessing other websites).
5. I/We shall at no time and under no circumstances disclose my/our PIN to any person. I/We shall be fully responsible for all transactions effected through use of the Card by any person whomsoever whether or not authorized by me/us. I/We shall report to the Bank immediately in writing of any loss of the Card or disclosure of the PIN to any unauthorized person. I/We will be responsible for all transactions effected through use of the Card not authorized by me/us before the Bank has received report of the loss of the Card or disclosure of the PIN. I/We will also be liable for all losses if I/we act fraudulently or with gross negligence.
6. Notwithstanding the terms of any account mandate or other agreement between me/us and the Bank governing the operation of my/our account, the Bank is hereby authorized, but is not obliged, to accept and act upon instructions given or purported to be given by me/us through use of the Card in connection with any of my/our accounts specified by me/us for the purpose of my/our Card and acceptable to the Bank.
7. The scope of transactions which may be effected through use of the Card shall be determined by the Bank and notified to me/us from time to time.

## **Terms and Conditions for CNCBI CITICfirst Platinum, CNCBI Platinum and CNCBI Motion Credit Card "Cash Rebate" Rewards Program:**

1. Cash Rebate Rewards Program is only applicable to CNCBI CITICfirst Visa Platinum Card accounts, CNCBI Visa Platinum Card accounts, CNCBI Motion Credit Card accounts and such other credit cards ("Cards") ("Eligible Accounts") as designated by China CITIC Bank International Limited ("the Bank"). (Cardmembers holding any Eligible Accounts will be referred as "Members"). Spending of Members' other credit card account(s) will not be taken into account in the Cash Rebate Reward.
2. Eligible Transactions ("Eligible Transactions") must be posted transactions, including retail purchase, cash advance, monthly repayments of Merchant Instalment Plans, monthly repayments of Retail Purchase Interest-free Flexi Installment Plan, autopay, and retail transactions incurred by way of mail/phone order(s). For the avoidance of doubt, transactions which shall not be considered as Eligible Transactions include, but not limited to, balance transfers, Cash-in Programs, Dollar\$mart Personal Installment Loan, Statement Balance Interest Free Installment Plan, NonConventional Interest Free Flexi Installment Plan or Tax Interest Free Flexi Installment Plan, contribution to any unit trust / monthly investment plan, payments made to the Inland Revenue Department, purchase of casino chips, annual fees, finance charges, other banking service charges, Octopus Automatic Add Value Service payment, payment make via ATM/ online banking and any unposted / cancelled / refunded / invalid transactions.
3. The monthly cash rebate amount will be calculated on the relevant statement date of the monthly Card Statement of the Eligible Account, and be credited to the Eligible Account in the next monthly Card Statement. The amount of the cash rebate shall be calculated according to the Eligible Transactions. For the CITICfirst Visa Platinum Card accounts, the maximum amount of the monthly cash rebate (calculated on credit card statement cycle basis) shall be the multiple of the Member's credit limit as approved by the Bank ("Credit Limit") and the applicable cash rebate percentage (currently 0.5%). For the CNCBI Visa Platinum Card accounts, the maximum amount of the monthly cash rebate (calculated on credit card statement cycle basis) shall be the multiple of the Member's Credit Limit and the applicable cash rebate percentage (currently 0.5%) or HK\$100,000 of new Eligible Transactions in the month (whichever is lower). For avoidance of doubt, any temporary-credit-limit approved by the bank will not be entitled to cash rebate.
4. All Cash Rebate Amount ("Cash Rebate Amount") can only be used for settling new Eligible Transactions of the relevant Eligible Accounts and cannot be used to settle any other outstanding balances.
5. In order to be entitled to the Cash Rebate Amount, Cardmembers' relevant Card account must remain valid, in good credit standing and not cancelled or terminated at the time Cash Rebate is given.
6. Cash Rebate Amount is not transferable or redeemable for cash. Cash Rebates for a Supplementary Credit Card of the Eligible Account shall be calculated separately and will not be combined with the Principal Credit Card account.
7. Except as otherwise expressly stated in this Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of their terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.
8. The Bank reserves the right to amend any of the terms and conditions of the promotional offers without prior notice. For any disputes related to this promotion, decision of the Bank shall be final and binding.
9. If there is any discrepancy between the English and Chinese versions of the terms and conditions of this Rewards Program, the English version shall prevail.