



# 信銀國際 x 香港工業總會 Jewel World Mastercard®申請表格 CNCBI x FHKI Jewel World Mastercard® Application Form

申請人必須年滿18歲。除非另有説明,以下各項資料均須以<u>英文正楷</u>填寫。 Applicant must be aged 18 or above. Unless otherwise stated, all sections below must be completed in full using <u>English BLOCK Letters</u>. 請將填妥之申請表格及所需文件遞交予本行或本行職員。 Please submit the application form and the required documents to our branch or our bank staff.

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).

註:1.如申請人已持有現時所申請之信銀國際信用卡,銀行將取消有關該信用卡申請並毋須另行通知。2.銀行有權根據申請人之個別情況拒絕接納其信用卡之申請。3.銀行保留對 信銀國際信用卡批核之最終審批權。

Notes: 1. If an applicant currently holds above CNCBI Credit Card, the Bank will not process such CNCBI Credit Card application without prior notice. 2. The Bank reserves the sole right to decline credit card application. 3. The Bank reserves the final approval right of CNCBI credit card.

# 信銀國際信用卡 CNCBI Credit Card

本人欲申請以下選擇信銀國際信用卡(「信用卡」),及同意接納下述信用卡,並遵守有關之信用卡之使用條款及細則。

I wish to apply the below selected CNCBI Credit Card ("Card"), and I accept the card and agree to be bound by the terms and conditions governing the use of the below selected card and related service(s) which will be supplied with the Card.



# 迎新禮遇Welcome Offer

HK\$1,000現金回贈 HK\$1,000 Cash Rebate (C29)\* 永久豁免年費 Perpetual Annual Fee Waiver 工業分組編號 Industry Group Number

(LOS-MGM no.)

\* 只適用於現時所申請之信銀國際信用卡批核月起計之過去12個月內未曾持有任何信銀國際信用卡主卡之申請人。受條款及細則約束,詳情請參閱附奉之有關條款及細則。 Only applicable to applicants who do not hold any principal card of CNCBI Credit Card in the past 12 months from the approval month of the currently applied CNCBI Credit Card. Terms and conditions apply, please refer to the relevant Terms and Conditions enclosed for details.

個人資料 Your Personal Data		
稱謂 Salutation	身份證明文件上之英文姓名 English Name as printed on Identification Document	
先生 Mr.	姓 Family Name	
小姐 Miss	名 Given Name	
太太 Mrs.	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。	
女士 Ms.	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 Documer	it Number	
國籍 Nationality(如馨	下是香港永久居民 <sup>,</sup> 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)Chine	se (Hong Kong)   其他 (請註明) Others (Please specify)如閣下擁有多重國籍 <sup>,</sup> 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     教育程度 Education Level       「小學」中學/預科」工業學院」     大專或以上程度       Primary     Secondary     Vocational Education     Tertiary/University or above	
手提電話/其他 Mobile Phone Number/Others		
電子郵件地址 E-mail A	ddress	
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 Numb	her and Name of Street 地區 District 香港 HK	
	レーロー ロー	

DA37F\_04/2025

個人資料 Your Personal Data				
住宅類別 Residential Type				
□ 按揭私人物業 Mortgaged Private Housing □ 自置私人物業 Self-owned Private Housing □ 租賃私人物業 Rented Private Housing □ 公司宿舍 Quart				
──按揭公屋/居屋物業 Mortgaged Public Housing/HOS				
閣下是否需要支付每供款/租金 Do you need to	contribute Monthly Installment/Rental Payment ?			
是 Yes(每月供款/租金 Monthly Installment	t/Rental Payment : HK\$             )	否 No		
閣下是否上述地址之物業擁有人? 永久地址	Permanent Address(只適用於香港非永久性居民身份證持有人士 For nor	Hong Kong permanent identity card holder only)		
	地址同上 Same as above Residential Address			
stated above?	<sup>,</sup> 請註明 Others, please specify			
│				
	<sup>ら</sup> 税務合規法案/共同申報準則證明書 FATCA and	CRS Self Certification		
第1部分:美國公	民/美國居民税務居住地 Part 1: Tax Residence for	r US Citizenship/US Residence		
	: 外國人登錄證持有人(即美國綠卡持有人)或通過「逗留美國寶			
	e.g. Alien Registration Card holder (i.e. Green Card holder) or meets	ubstantial presence test).		
│	<b>銰 /                                   </b>			
	provide your Taxpayer Identification Number (TIN).			
納税人識別號碼				
Taxpayer Identification Number				
	士(即為閣下在上述問題中選擇 "是"的情況): f you are a U.S citizen or other U.S. person (i.e. you have ticked "Yes" i	n the above question):		
在願受作假證供的懲處下,本人聲明:		• •		
Under penalty of perjury, I certify that:				
<ol> <li>1. 此證明書所示的號碼是本人正確的納利 The number shown on this certification</li> </ol>	R人識別號碼; n is my correct taxpayer identification number;			
	麦備預扣税,因為(a)本人獲豁免不需繳納後備預扣税,或(b)才	人未有收到國税局通知指因本人未能報告所有利息或股息而需		
繳交後備預扣税,或(c)國税局告知本	人不再需要繳交後備預扣税; n not subject to backup withholding because: (a) I am exempt f	rom backup withholding, or (b) I have not been petited by the		
	n subject to backup withholding as a result of a failure to report			
no longer subject to backup withholdi	-			
(如適用,請在方格內填上"√"號 太人因為任何原因雲要繳紬後備預	│Please tick if applicable) [扣税,包括 ( 但不限於 ) 本人已獲國税局通知本人目前未能在税務	由弱夷山由弱所有利自动股自。		
	for whatever reason(s) including that I have been notified by the IRS t			
3. 本人是美國公民 <sup>,</sup> 或其他美國人士;及				
I am a U.S. citizen or other U.S. person;	and	ATCA)代碼是正確的。		
I am a U.S. citizen or other U.S. person; 4. 此證明書中所填寫的 <sup>,</sup> 表明本人免於9				
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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).]

職業 Your Occupation			
公司名稱 Company Name /			
公司地址 Office Address(可選擇填寫 Optional)* 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(可選擇填寫 Optional)*			
└ /			
└── │ │ │ │ │ │ │ │ │ │ │ │ │ │ │ │ │ │			
業務性質 Business Nature 公司電話 Office Tel. Number(可選擇填寫 Optional)*			
職位 Position			
現職年期 Years at Current Position 年Y月M #每月收入 Monthly Income HK\$   _   _			
閣下是否自僱人士 Are you self-employed?			
免費自動櫃員機服務 Free ATM Facilities			
□ 本人欲將信銀國際信用卡用於自動櫃員機以一併處理以下屬於本人之中信銀行(國際)有限公司儲蓄/支票戶口。該(等)戶口之賬戶			
號碼為: I wish to have ATM facilities on my CNCBI Credit Card for my China CITIC Bank International Limited Savings/Current Account(s) listed below:			
註:會員將獲專函通知上列申請之免費自動櫃員機服務生效日期。 Note: Cardmember will be notified in writing for the effective date of the ATM facilities applied above. 有關自動櫃員機服務(只適用於信用卡會員),本人確認本人乃上述中信銀行(國際)有限公司戶口之簽署人及/或該等可以任何一個戶口持有人操作之聯名戶口(以下簡稱 「該等戶口」)之其中一名有效簽署人。本人現授權銀行,倘若本人之身份證明文件號碼與銀行紀錄相同,將該等戶口與本人之信用卡相連。本人明白及同意按照銀行所訂定 的有關條款及細則使用銀行的自動櫃員機服務。有關自動櫃員機服務之條款及細則將於信用卡獲批核後隨卡附上;如有需要,亦可於各分行索取。 For free ATM services (for Credit Cardmember only), I acknowledge that I am the sole signatory of the above China CITIC Bank International Limited account(s) ("account") and/or an "either to sign" signatory to a joint account(s) which can be operated by any one of the account holders ("the said account(s)"). I hereby authorise the Bank to link the said account(s) to my Credit Card provided my identity document number corresponds with the Bank's records. I understand and agree that usage of the ATM facilities is subject to the Bank's Terms and Conditions governing these services. A copy of which is available at any branches of the Bank upon request and will be given to me with my Credit Card upon approval of this application.			
櫃員機螢幕指示用 ATM screen instruction in			
與本行有關人士關係 Relationship with the relevant person(s) of the Bank			
閣下是否為本行、中信國際金融控股有限公司、中國中信股份有限公司、中信銀行股份有限公司、中國中信集團有限公司、浙江新湖 集團股份有限公司、新湖中寶股份有限公司、中國煙草總公司、冠意有限公司(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? 閣下的任何 擔保人是否為本行的控權人/小股東控權人/董事或上述人士之親屬? 閣下是否(1)未有以上職務但根據授權等安排實際履行該職責義務 的人員,或(2)在過去十二個月內或者根據相關協定安排在未來十二個月內成為上述人士? 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, CITIC Group Corporation, Zhejiang Xinhu Group Co. Ltd, Xinhu Zhongbao Co. Ltd, China National Tobacco Corporation, Summit Idea Limited Co. Ltd (including their branches, subsidiaries and a liates)? Would any of your guarantors be any controller, minority shareholder controller or director of the Bank or their relatives? Are you (1) persons who do not hold the above positions but actually perform the duties and obligations according to authorization and other arrangements, or (2) In the past 12 months or in the next 12 months according to relevant agreements and arrangements, persons who have become or would have become abovementioned persons according to arrangement? D 是。(請填寫以下資料。)			
Yes. (Please complete the following information.)			
上述有關人士之姓名 Name of the relevant persons公司名稱 Company Name在該公司任職的部門/職位 Department/Capacity in that Company申請人之姓名 Name of the Applicant與申請人之關係 Relationship with the Applicant			
<ul> <li>□ 否,現時並不存在上述關係。</li> </ul>			
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.		
」和大陸并中國發出私人密碼,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).		
選擇拒絶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(" $\checkmark$ ")。 Please check (" $\checkmark$ ") 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.		
所需文件 Required Documents		
請附上下列之文件副本,所有提交文件副本 (連同此申請) 將不獲退還。 Please enclose copy of the following documents. Submitted documents (including this application form) will not be returned. • 閣下之有效香港身份證/護照/或其他身份證明文件。		
Your HKID Card/Passport / other identification document.		
<ul> <li>閣下之最近1個月入息證明。若月薪收入為佣金人士,請提供最近2個月之入息證明。</li> <li>Your latest 1-month income proof. Please provide the latest 2-month income proof if you are commission based income earner.</li> </ul>		
<ul> <li>閣下最近3個月之內發出之現居住址證明。(如閣下為銀行現有客戶及本申請之現居住址與銀行記錄相同,此項則不適用。)</li> <li>Your latest residential address proof within 3 months. (Not applicable to existing Bank customer whose latest residential address is the same as the Bank's record.)</li> </ul>		
<ul> <li>如是自僱人士,請附上公司之商業登記證及最近期之利得税單。</li> <li>If you are self-employed, please attach Business Registration Certificate and the latest Profits Tax Demand Note.</li> </ul>		
<ul> <li>如閣下為非香港永久性居民身份證持有人,請附護照/往來港澳通行證/原居地身份證副本(如適用)。</li> <li>If you are non-Hong Kong Permanent Identity Cardholder, please attach passport copy/Exit-entry Permit for Traveling to and from Hong Kong and Macau/Home Country Identification Document Copy (if applicable).</li> </ul>		

銀行可能需要閣下提供額外文件以作批核。 Additional documents may be required for processing.

- 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. 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、税務 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税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税務局申報、並日根據相關主管當局協議向賬戶持有人的税務居住地的税務 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税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:2577 1816)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: 2577 1816) 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 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 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 賬戶 -> 電子結單 -> 設定。	/或手機號碼(如適用)。如本人繼續此申請,即代表 t核後透過以下步驟登入網上理財更改設定:我的		
The credit card statement under this application will be mailed to my residential address address, I will receive eStatement ("the eStatement Arrangement"). Other customer con address and/or mobile number provided and in a non-paper based format (if applica I agreed to the aforementioned arrangement. If I require physical statement or other login i-banking to change the setting after my application is approved by the followin	nmunications and/or notifications will be sent to my email able). If I continue with the application, I confirmed that customer communications in paper based format, I can		
X	Χ		
申請人簽署 Signature of Card Applicant	日期 Date		

銀行專用 FOR BANK USE ONLY				
Branch Code/Source Code:	Sales Code :	I		Customer Class :
	Campaign Code : DA37F	<sup>OL IND:</sup> Y	S.V.	
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:				

# 中信银行(国际)

中信銀行(國際)有限公司 CHINA CITIC BANK INTERNATIONAL LIMITED

# 資料概要/信銀國際信用卡收費、信銀國際信用卡 會員合約、信銀國際人民幣信用卡會員合約、 信銀國際信用卡(虛擬版)信用卡會員合約、信銀國際 商務卡會員合約及信銀國際雙幣信用卡會員協議修訂通知

(A) 中信銀行(國際)有限公司(「本行」)發行之信用卡的 信用卡資料概要/信銀國際信用卡收費將從2024年 10月2日起作出修訂。在2024年10月2日或之後繼續 使用相關服務前,本行建議閣下細閱及了解以下 修訂。修訂內容如下,修訂後之內容將以粗體底線 列明,修訂前之內容則以劃掉方式列明。

# 資料概要/信銀國際信用卡收費之修訂

信銀國際個人港元信用卡之 World Card、白金卡(包括信銀 國際Motion信用卡、信銀國際CITICfirst白金卡及信銀國際 VISA 白金卡) 及信銀國際 Motion (虛擬版) 白金卡會員年費 將修訂如下。在2024年10月2日或之後誌賬的會員年費 將會基於以下訂明之新收費。信銀國際 Motion (虛擬版) 白金卡持卡人在申請時享有之永久免年費將不受影響。

收費-會員年費		
信用卡類型	主卡	附屬卡
World Card	HK\$1,800 HK\$2,000	HK\$900 HK\$1,000
白金卡	HK\$1,200 HK\$1,800	HK\$600 HK\$900
信銀國際Motion <i>(虛擬版)</i> 白金卡	HK\$1,200 HK\$1,800	<del>N/A</del> <u>N/A</u>

(B) 本行發行之信用卡的信銀國際信用卡會員合約、信銀 國際人民幣信用卡會員合約、信銀國際信用卡(虛擬版) 信用卡會員合約、信銀國際商務卡會員合約及信銀 國際雙幣信用卡會員協議(統稱「各會員合約」)將從 2024年9月2日起作出修訂。在2024年9月2日或之後 繼續使用相關服務前,本行建議閣下細閱及了解以下 修訂。修訂後之內容將以底線列明。

# 信銀國際信用卡會員合約及信銀國際人民幣信用卡會員 合約

第1部分「信用卡及私人密碼的簽發」的標題將被修改如下:

# 信用卡的簽發及認證因素的使用

現行第1部分「信用卡及私人密碼的簽發」的條款將被修改 如下:

- 1.4 認證因素包括但不限於私人密碼、裝置綁定、生物 特徵及透過應用程式確認。卡資料包括但不限於此卡 的號碼、安全碼、終止月份及年份或其他有關此卡的 資料或事項而其是使用此卡進行任何交易所需提供的 資料或事項。會員將須把使用此卡的認證因素及卡資料 保密,若該卡或認證因素一旦遺失、被盜用、或認證 因素或卡資料已遭泄露,會員須立即通知銀行。
- 1.5 會員必須在其發現此卡或認證因素遺失、被盜用、 或認證因素或卡資料已遭泄露後,在合理可能時間內 盡早透過銀行的信用卡報失熱線36037899通知銀行。
- 1.6 (b) 在已充分知會銀行此卡/認證因素已遺失、被盜用、 或認證因素或卡資料已遭泄露後的所有未經會員授權 的交易;
- 1.7 會員明白須承擔在其通知銀行其信用卡或認證因素 已遺失、被盜用、或認證因素或卡資料遭泄露前, 其信用卡被用作進行的未經授權交易的損失。只要 會員並未作出欺騙行為、嚴重疏忽行為或在發現其 信用卡或認證因素已遺失、被盜用、或認證因素或 卡資料已遭泄露後合理可行地盡早通知銀行,其就 信用卡所須負的最高責任為HK\$500。此最高責任限額 並不涵蓋現金透支。
- 1.8 儘管本合約所載的任何內容,若會員作出欺騙行為、 嚴重疏忽行為或未能在發現其信用卡或認證因素已 遺失、被盜用、或認證因素或卡資料已遭泄露後合理 可行地盡早通知銀行,或未能根據銀行的指示保護 其認證因素或卡資料,則會員將承擔與此卡有關的 所有損失。

<u>信銀國際信用卡(虛擬版)信用卡會員合約</u>	信銀國際
第1部分「信用卡的簽發」的標題將被修改如下:	第2部分
信用卡的簽發及認證因素的使用	商務卡的
現行第1部分「信用卡的簽發」的條款將被修改如下:	現行第二
1.6 認證因素包括但不限於私人密碼、裝置綁定、生物 特徵及透過應用程式確認。卡資料包括但不限於此卡	如下: 2.5 認言
的號碼、安全碼、終止月份及年份或其他有關此卡的	2.3 <u>心</u> 特得
資料或事項而其是使用此卡進行任何交易所需提供的	的别
<u>資料或事項。</u> 會員將:	<u>資料</u>
1.7 會員必須在其發現此卡的認證因素遺失、被盜用、	<u>資料</u> 保密
或認證因素或卡資料已遭泄露後,在合理可能時間內 盡早透過銀行的信用卡報失熱線3603 7899通知銀行。	因素
會員將須把使用此卡的認證因素及卡資料保密。	2.6 公司
	被盗
被盜用、或認證因素或卡資料已遭泄露後的所有未經	可能
會員授權的交易;及	通知
1.9 會員明白須承擔在其通知銀行其信用卡的認證因素	2.7 (b) 或詞
<u>遺失、被盜用、或認證因素或卡資料遭泄露</u> 前,	のす
其信用卡被用作進行的未經授權交易的損失。只要 會員並未作出欺騙行為、嚴重疏忽行為或在發現其	2.8 公司
信用卡的認證因素遺失、被盜用、或認證因素或卡資料	因素
<u>已遭泄露</u> 後合理可行地盡早通知銀行,其就信用卡	其
所須負的 <u>卡損失</u> 最高責任為HK\$500。	會員
1.10 儘管本合約所載的任何內容,若會員作出欺騙行為、	商利 卡 貧
嚴重疏忽行為或未能在發現其信用卡的 <u>認證因素</u> 遺失、被盜用、或認證因素或卡資料已遭泄露後合理	商利
<u>這大、恢益用、或認益因素或下員科口這心路</u> 復百座 可行地盡早通知銀行,或未能根據銀行的指示保護	責任
其認證因素或卡資料,則會員將承擔與此卡有關的	2.9 儘管
所有損失。	嚴重
	遺夕 可行
	- 비1

國際商務卡會員合約

- 知銀行。
- |交易;

- 所有損失。

分「商務卡及私人密碼的簽發」的標題將被修改如下:

## ≈的簽發及認證因素的使用

育**2**部分「商務卡及私人密碼的簽發」的條款將被修改

證因素包括但不限於私人密碼、裝置綁定、生物 f徵及透過應用程式確認。卡資料包括但不限於此卡 ]號碼、安全碼、終止月份及年份或其他有關此卡的 <sup>3</sup>料或事項而其是使用此卡進行任何交易所需提供的 3科或事項。會員將須把使用此卡的認證因素及卡資料 ?密,若該卡或認證因素一旦遺失、被盜用、或認證 る素或卡資料已遭泄露,會員須立即通知銀行。

会司及會員必須在其發現此卡或認證因素遺失、 8盜用、或認證因素或卡資料已遭泄露後,在合理 「能時間內盡早透過銀行的信用卡報失熱線3603 7899

)在已充分知會銀行此卡/認證因素遺失、被盜用、 認證因素或卡資料已遭泄露後的所有未經會員授權

素已遺失、被盜用、或認證因素或卡資料遭泄露前, 、商務卡被用作進行的未經授權交易的損失。只要 員並未作出欺騙行為、嚴重疏忽行為或在發現其 務卡或認證因素已遺失、被盜用、或認證因素或 €資料已遭泄露後合理可行地盡早通知銀行,其就 務卡所須負的卡損失最高責任為HK\$500。此最高 行民額並不涵蓋現金透支。

管本合約所載的任何內容,若會員作出欺騙行為、 員重疏忽行為或未能在發現其商務卡或認證因素已 1失、被盜用、或認證因素或卡資料已遭泄露後合理 可行地盡早通知銀行,或未能根據銀行的指示保護 其認證因素或卡資料,則會員將承擔與此卡有關的

# 信銀國際雙幣信用卡會員協議

第3部分「發卡」的標題將被修改如下:

# 發卡及認證因素的使用

現行第3部分「發卡」的條款將被修改如下:

- 3.5 認證因素包括但不限於個人編碼、裝置綁定、生物 特徵及透過應用程式確認。卡資料包括但不限於此卡 的號碼、安全碼、終止月份及年份或其他有關此卡的 資料或事項而其是使用此卡進行任何交易所需提供的 資料或事項。會員應將任何認證因素及卡資料以絕對 保密方式處理,並於該卡或認證因素一旦遺失、 被盜用、或認證因素或卡資料已遭泄露時,應即時 知會銀行。
- 3.6 會員應在發現此卡或認證因素遺失、被盜用、或認證 因素或卡資料已遭泄露後,在合理可行情況下盡快 透過銀行的信用卡報失熱線3603 7899知會銀行。
- 3.7 (b) 在已向銀行發出足夠通知有關會員遺失信用卡/ 認證因素,或有關信用卡/認證因素被盜去、或認證 因素或卡資料已遭泄露後,未經會員授權進行的所有 交易;
- 3.8 會員明白,彼等在知會銀行有關其信用卡或認證因素 遺失或被盜去、或認證因素或卡資料遭泄露前, 其信用卡被利用進行未經授權交易,彼等須就此承擔 有關損失。如會員並無作出任何欺詐或嚴重疏忽行為, 並在發現遺失或被盜去信用卡或認證因素、或認證因素 或卡資料遭泄露後,已在合理可行情況下盡快通知 銀行,則會員就該信用卡所須承擔的卡損失最高金額 應為HK\$500。此承擔最高金額並不涵蓋現金透支。
- 3.9 儘管協議有任何規定,如會員作出任何欺詐或嚴重疏忽 行為,或在發現遺失或被盜去其信用卡或認證因素、 或認證因素或卡資料遭泄露後而未有在合理可行情況 下盡快知會銀行,或未能根據銀行的建議妥善保管其 認證因素或卡資料,則會員須承擔就此而導致的所有 損失。

(C) 從2024年9月2日起,本行發行之信銀國際CNCBI Jewel World Elite Mastercard<sup>®</sup>卡的中文名稱將作出以下 修訂。在2024年9月2日或之後繼續使用相關服務前, 本行建議閣下細閱及了解以下修訂。

繁體中文	由「信銀國際 Jewel World Elite Mastercard®卡」調整中文譯名為	
	「中信銀行(國際)紫鑽信用卡」。	
簡體中文	由「信银国际 Jewel World Elite	
	Mastercard <sup>®</sup> 卡」调整中文译名为	
	「中信银行(国际)紫钻信用卡」。	

如有查詢或需要索取資料概要/信銀國際信用卡收費及 各會員合約,請瀏覽下列連結:

- 資料概要/信銀國際信用卡收費: https://www.cncbinternational.com/key-facts/tc/
- 各會員合約: https://www.cncbinternational.com/tnc/tc/#creditcards

若閣下於上述生效日期或之後繼續使用或保留閣下的 信用卡,上述之修訂將對閣下具有約束力。請注意, 若閣下不接受上述之修訂,本行可能無法繼續為閣下提供 有關服務。閣下有權在有關修訂生效前根據相關會員合約 中列明的有關條款終止信用卡。如有任何查詢,請致電 信用卡客戶服務熱線(852)22801288。

本通知的中英文版本如有歧異,概以英文版本為準。

中信銀行(國際)有限公司

2024年6月



# 資料概要/信銀國際信用卡收費修訂通知、 信銀國際信用卡會員合約、信銀國際商務卡 會員合約、信銀國際人民幣信用卡會員合約及 信銀國際雙幣信用卡會員協議合約修訂通知

(A) 中信銀行(國際)有限公司(「本行」)發行之信用卡的 信用卡資料概要/信銀國際信用卡收費將從2025年 5月2日起作出修訂。在2025年5月2日或之後繼續 使用相關服務前,本行建議閣下細閱及了解以下 修訂。修訂內容如下,修訂後之內容將以粗體底線 列明,修訂前之內容則以劃掉方式列明。

# 資料概要/信銀國際信用卡收費之修訂

(i)

(ii)

02501

收費一紙	張信用卡月結單		
修訂前	修訂後		
無	信銀國際人民幣信用卡	每份CNY10*	
	其他信銀國際信用卡	每份HK\$10*	

- \*以下人士可獲豁免紙張信用卡月結單收費:
- a. 未滿18歲或年滿65歲或以上人士
- b. 综合社會保障援助受助人士、政府傷殘津貼受助 人士
- c. CITICdiamond客戶、私人銀行客戶、公司客戶、 以及公司業務部之客戶

紙張信用卡月結單費用將於發出紙張信用卡月結單後 收取,並最遲於下一個曆月內誌賬。例子:對於 2025年5月發出的紙張信用卡月結單,紙張信用卡 月結單費用將在2025年6月30日或之前誌賬。

客戶亦可透過本行網上理財或本行之手機應用程式 「inMotion動感銀行」登記電子結單服務,以豁免紙張 信用卡月結單費用。

# 收費 - 索取月結單副本費用(收取電子結單之客戶 獲豁免此費用) 信銀國際人民弊信用卡 每份CNY55

其他信銀國際信用卡	每份HK\$55

(iii) 信銀國際個人港元信用卡 - World Elite Card之附屬卡 會員年費將作出以下修訂。2025年5月2日或之後之 會員年費將按以下新收費誌賬。

收費 – 會員年費	
信用卡類型	附屬卡
World Elite Card	<del>N/A</del> <u>HK\$1,900</u>

(iv) 經銀行櫃檯之現金透支服務將會終止,相關服務費將 不再適用。

<del>收費-現金透支服務費-經銀行櫃檯</del>	
<del>信銀國際Motion信用卡 (<i>虛擬版</i>)</del>	不適用
信銀國際人民幣信用卡	不適用
<del>其他信銀國際信用卡</del>	<del>每次HK\$20</del>

(B)本行發行之信用卡的信銀國際信用卡會員合約、信銀國際商務卡會員合約、信銀國際人民幣信用卡會員合約 及信銀國際雙幣信用卡會員協議(統稱「各會員合約」) 將從2025年5月2日起作出修訂。在2025年5月2日或 之後繼續使用相關服務前,本行建議閣下細閱及了解 以下修訂。修訂後之內容將以底線列明,修訂前之內容 則以劃掉方式列明。

# 信銀國際信用卡會員合約

現行第5部分「費用及收費」的條款將被修改如下:

- (k) 每項被退回的未繳款的直接扣數或自動轉賬指示的 手續費;<u>及</u>
- (I) 銀行不時在給予通知後而訂明的任何其他費用及 收費<u>●;</u>
- (m)每次經銀行櫃檯進行的現金透支交易,其服務費須於 交易後即時支付。

# 信銀國際商務卡會員合約

現行第6部分「費用及收費」的條款將被修改如下:

- (p) 提供賬戶證明書服務費; 及
- (q) 銀行不時在給予通知後而訂明的任何其他費用及 收費<u>●;</u>
- (r) 每次經銀行櫃檯進行的現金透支交易,其服務費須於 交易後即時支付。

# 信銀國際人民幣信用卡會員合約

現行第5部分「費用及收費」的條款將被修改如下:

- (j) 每張交付銀行付款而不能兑現的支票的手續費;及
- (k) 銀行不時在給予通知後而訂明的任何其他費用及 收費<u>●;</u>→
- (1) 每次經銀行櫃檯進行的現金透支交易,其服務費須於 交易後即時支付。

# 信銀國際雙幣信用卡會員協議

現行第8部分「收費及費用」的條款將被修改如下:

- (k) 每宗被退回的直接扣數或自動轉賬指示的手費;及
- (I) 銀行事先發出通知不時訂明收取的任何其他收費及 費用<u>•;</u>
- (m) 就於銀行櫃位進行的每宗現金透支交易即時收取 服務費 •

如有查詢或需要索取資料概要/信銀國際信用卡收費及 各會員合約,請瀏覽下列連結:

- 資料概要/信銀國際信用卡收費: https://www.cncbinternational.com/key-facts/tc/
- 各會員合約: https://www.cncbinternational.com/tnc/tc/#creditcards

若閣下於上述生效日期或之後繼續使用或保留閣下的 信用卡,上述之修訂將對閣下具有約束力。請注意, 若閣下不接受上述之修訂,本行可能無法繼續為閣下提供 有關服務。閣下有權在有關修訂生效前根據相關會員合約 中列明的有關條款終止信用卡。如有任何查詢,請致電 信用卡客戶服務熱線(852) 2280 1288。

本通知的中英文版本如有歧異,概以英文版本為準。

中信銀行(國際)有限公司 2025年1月 中信银行(国际) CHINA CITIC BANK INTERNATIONAL

中信銀行(國際)有限公司 CHINA CITIC BANK INTERNATIONAL LIMITED

# 中信銀行(國際)有限公司

08-23 KFS

	际门口以公司	<b>信銀國際信用卡</b> 生效日期:2024年10月2日			
利率和利息費	利率和利息費用				
購物簽賬 實際年利率	信銀國際 大灣區雙幣 信用卡	當你開立賬戶時,港幣賬戶及人民幣 賬戶的購物簽賬實際年利率為 34.49% <sup>2</sup> (標準月息率2.5%), 但會不時作出檢討。			
		如果你在每月的到期還款日或之 前支付全數欠款,我們不會向你收 取利息。否則,利息將按(i)所有 未清付的結欠(顯示於上一期 月結單內)須從到期還款日前一個 月結單截數日起按日計息直至所有 款項清繳為止,以及(ii)所有在到期 還款日前一個月結單截數日後記誌 的新交易款項須根據交易日期起 按日計息,直至全數清還為止。			
	信銀國際 人民幣 信用卡	當你開立賬戶時,購物簽賬實際 年利率為26.82% <sup>2</sup> (標準月息率 2.0%),但會不時作出檢討。			
		如果你在每月的到期還款日或之前 支付全數欠款,我們不會向你收 取利息。否則,利息將按(i)所有 未清付的結欠(顯示於上一期 月結單內)須從到期還款日前一個 月結單截數日起按日計息直至所有 款項清繳為止,以及(ii)所有在到期 還款日前一個月結單截數日後記誌 的新交易款項須根據交易日期起 按日計息,直至全數清還為止。			
	其他信銀 國際信用卡	當你開立賬戶時,購物簽賬實際 年利率為34.49% <sup>2</sup> (標準月息率 2.5%) <sup>3</sup> ,但會不時作出檢討。			
		如果你在每月的到期還款日或之前 支付全數欠款,我們不會向你收 取利息。否則,利息將按(i)所有 未清付的結欠(顯示於上一期 月結單內)須從到期還款日前一個 月結單截數日起按日計息直至所有 款項清繳為止,以及(ii)所有在到期 還款日前一個月結單截數日後記誌 的新交易款項須根據交易日期起 按日計息,直至全數清還為止。			

現金透支 實際年利率	信銀國際 Motion 信用卡 <i>(虛擬版)</i>	不適用
	信銀國際 大灣區雙幣 信用卡	當你開立賬戶時,港幣賬戶及人民幣 賬戶的現金透支實際年利率為 34.79% <sup>2</sup> (標準月息率2.4%), 但會不時作出檢討。利息會由透支 日期起按日計息,直至全數清還 為止。
		現金透支交易利息在結單截數日後 仍會累積,相關應計利息只會在 下一期結單中計算及顯示。如您打算 繳付全數利息,請致電22801288 聯絡本行以確定本次結單截數後的 應計利息金額及查詢相關詳情。
	信銀國際 商務卡 信用卡	當你開立賬戶時,現金透支實際 年利率為34.51% <sup>2</sup> (標準月息率 2.4%),但會不時作出檢討。 利息會由透支日期起按日計息, 直至全數清還為止。
		現金透支交易利息在結單載數日後 仍會累積,相關應計利息只會在 下一期結單中計算及顯示。如您打算 繳付全數利息,請致電2280 1288 聯絡本行以確定本次結單截數後的 應計利息金額及查詢相關詳情。
	信銀國際 人民幣 信用卡	當你開立賬戶時,現金透支實際 年利率為28.17% <sup>2</sup> (標準月息率 2.0%),但會不時作出檢討。 利息會由透支日期起按日計息, 直至全數清還為止。
		現金透支交易利息在結單截數日後 仍會累積,相關應計利息只會在 下一期結單中計算及顯示。如您打算 繳付全數利息,請致電22801288 聯絡本行以確定本次結單截數後的 應計利息金額及查詢相關詳情。
	其他信銀 國際信用卡	當你開立賬戶時,現金透支實際 年利率為34.79% <sup>2</sup> (標準月息率 2.4%) <sup>3</sup> ,但會不時作出檢討。 利息會由透支日期起按日計息, 直至全數清還為止。
		現金透支交易利息在結單截數日後 仍會累積,相關應計利息只會在 下一期結單中計算及顯示。如您打算 繳付全數利息,請致電22801288 聯絡本行以確定本次結單截數後的 應計利息金額及查詢相關詳情。

拖欠下的 購物簽賬 實際年利率	信銀國際 大灣區雙幣 信用卡	如客戶連續兩個月月結單週期未能 於有關信用卡月結單所列之到期 繳款日期或之前繳付應付之最低 付款額,由下期月結單週期首日起 至(並包括)該月結單週期完結日 (即下期月結單之信用卡截數日期) 為止, <b>35.28%</b> <sup>2</sup> 的實際年利率 將適用於你的港幣賬戶及人民幣 賬戶。當銀行仍未收取全數的最低 付款額,該等利率將維持適用於 其後的月結單週期。如銀行收取了 全數的最低付款額,標準月息率將 適用於下期月結單週期。
	其他信銀國際信用卡	如客戶連續兩個月月結單週期未能 於有關信用卡月結單所列之到期 繳款日期或之前繳付應付之最低 付款額,由下期月結單週期首日起 至(並包括)該月結單週期完結日 (即下期月結單之信用卡截數日期) 為止, <b>35.28%<sup>2,3</sup>的實</b> 際年利率 將分別適用於你的賬戶。當銀行 仍未收取全數的最低付款額,該等 利率將維持適用於其後的月結單 週期。如銀行收取了全數的最低 付款額,標準月息率將適用於下期 月結單週期。
拖欠下的 現金透支 實際年利率	信銀國際 Motion 信用卡 <i>(虛擬版)</i>	不適用
	信銀國際 大灣區雙幣 信用卡	如客戶連續兩個月月結單週期未能 於有關信用卡月結單所列之到期 繳款日期或之前繳付日期或之前 繳付應付之最低付款額,由下期 月結單週期首日起至(並包括) 該月結單週期完結日(即下期 月結單之信用卡截數日期)為止, <b>35.93%</b> <sup>2</sup> 的實際年利率將適用 於你的港幣賬戶及人民幣賬戶。 當銀行仍未收取全數的最低付款額, 該等利率將維持適用於其後的月結單 週期。如銀行收取了全數的最低 付款額,標準月息率將適用於下期 月結單週期。

	信銀國際	如客戶連續兩個月月結單週期未能
	信	於有關信用卡月結單所列之到期 繳款日期或之前繳付應付之最低 付款額,由下期月結單週期首日起 至(並包括)該月結單週期完結日 (即下期月結單之信用卡截數日期) 為止, <b>35.65%</b> 2的實際年利率 將用於你的賬戶。當銀行仍未收取 全數的最低付款額,該等利率將 維持適用於其後的月結單週期。 如銀行收取了全數的最低付款額,
		標準月息率將適用於下期月結單 週期。
	其他信銀 國際信用卡	如客戶連續兩個月月結單週期未能 於有關信用卡月結單所列之到期 繳款日期或之前繳付應付之最低 付款額,由下期月結單週期首日起 至(並包括)該月結單週期完結日 (即下期月結單之信用卡截數日期) 為止, <b>35.93%</b> <sup>2,3</sup> 的實際年利率 將分別適用於你的賬戶。當銀行 仍未收取全數的最低付款額,該等 利率將維持適用於其後的月結單 週期。如銀行收取了全數的最低 付款額,標準月息率將適用於下期 月結單週期。
免息還款期	所有信銀 國際信用卡	長達57天
最低付款額	信銀國際 大灣區雙幣 信用卡	利息及費用(包括可能收取的會員 年費)及所欠本金總額的1%及超逾 共用信用額之全數金額(如適用) (港幣賬戶:最低金額為HK\$250; 人民幣賬戶:最低金額為CNY250)。
	信銀國際 人民幣 信用卡	利息及費用(包括可能收取的會員 年費)及所欠本金總額的1%及超逾 信用額之全數金額(如有的話)(最低 付款額的最低金額為CNY250)。
	其他信銀 國際信用卡	利息及費用(包括可能收取的會員 年費)及所欠本金總額的1%及超逾 信用額之全數金額(如有的話)(最低 付款額的最低金額為HK\$250)。

收費					
會員年費	信用卡類型		主卡	附屬卡	
	信銀國際個人港元	World Elite Card	HK\$3,800	N/A	
	信用卡	World Card	HK\$2,000	HK\$1,000	
		白金卡	HK\$1,800	HK\$900	
		信銀國際 Motion <i>(虛擬版)</i> 白金卡	HK\$1,800	N/A	
		金卡	HK\$500	HK\$250	
		普通卡	HK\$250	HK\$125	
鑽石卡		HK\$1,800	HK\$900		
	信銀國際商務卡 信用卡		每張 <b>HK\$250</b>	N/A	
	信銀國際 人民幣 信用卡	人民幣 金卡	CNY500	CNY250	
		人民幣 普通卡	CNY250	CNY125	
現金透支 手續費	<b>支</b> 信銀國際 Motion 信用卡( <i>虛擬版</i> )		不適用		
	信銀國際大灣區雙幣 信用卡		交易金額之3.5% (港幣賬戶:最低金額為 HK\$100; 人民幣賬戶:最低金額為 CNY100) 港幣賬戶服務適用於經本行 櫃位、「銀通」或「銀聯」 自動櫃員機網絡人民幣賬戶 服務適用於經「銀聯」自動 櫃員機網絡		
	信銀國際商務卡 信用卡		交易金額之 <b>HK\$55</b> ) 此服務適用於 「銀通」或VIS 自動櫃員機網網	經本行櫃位、 A/萬事達卡	
信銀國際人民幣 信用卡		交易金額之 <b>3%</b> (最低 CNY55) 此服務適用於經本行櫃位或 「銀通」自動櫃員機網絡			

	其他信銀國際信用卡	交易金額之 <b>3.5%</b> (最低 <b>HK\$100</b> ) 此服務適用於經本行櫃位、 「銀通」或VISA/萬事達卡 自動櫃員機網絡
現金透支 服務費	信銀國際 <b>Motion</b> 信用卡 <i>(虛擬版)</i>	不適用
- 經銀行 櫃檯	信銀國際人民幣 信用卡	不適用
	其他信銀國際信用卡	每次 <b>HK\$20</b>
外幣 簽賬兑換	信銀國際大灣區雙幣 信用卡	不適用
費用	信銀國際人民幣 信用卡	
	其他信銀國際信用卡	如非以港元為交易貨幣, 每次交易將收取 <b>1.95%</b> <sup>4</sup> 。 由於市場匯率經常波動, 實際採用的匯率可能與簽賬 當日的匯率有所不同。
以港幣 支付外幣 簽賬 費開	信銀國際大灣區雙幣 信用卡	客戶在外地消費時,有時候 可選零,此選項屬海外商戶的 直接安排,提供。客戶 一一一一一一一一一一一一一一一一一一一一一一一 一一一一一一一一一一一一
	信銀國際人民幣 信用卡	不適用
	其他信銀國際信用卡	客戶在外地消費時,有時候所。 有時候」。 「一選擇」。 「一選擇」。 「一選」。 「一」。 「一選」。 「一」。 「一選」。 「一」。 「一」。 「一」。 「一」。 「一」。 「一」。 「一」。 「一

逾期費用	信銀國際大灣區雙幣 信用卡	港幣賬戶: <b>HK\$300</b> 或 最低付款額之金額,以較低者 為準 人民幣賬戶: <b>CNY300</b> 或 最低付款額之金額,以較低者 為準
	信銀國際人民幣 信用卡	CNY300或最低付款額之 金額,以較低者為準
	其他信銀國際信用卡	HK\$300或最低付款額之 金額,以較低者為準
超逾 信用額 手續費	信銀國際大灣區雙幣 信用卡 (賬戶總結欠超逾 信用卡賬戶之信用額)	每月結單週期 <b>HK\$180</b>
	信銀國際人民幣 信用卡	每月結單週期 <b>CNY180</b>
	其他信銀國際信用卡	每月結單週期 <b>HK\$180</b>
自動轉賬 退回或 退票手	信銀國際大灣區雙幣 信用卡	港幣賬戶:每次 <b>HK\$150</b> 人民幣賬戶:每次 <b>CNY150</b>
續費	其他信銀國際信用卡	每次 <b>HK\$150</b>
退回付款 費用	信銀國際人民幣 信用卡	每次退回 <b>CNY150</b>
補領 信用卡	信銀國際人民幣 信用卡	每張 <b>CNY120</b>
費用	其他信銀國際信用卡	每張 <b>HK\$120</b>
索取 信用卡	信銀國際人民幣 信用卡	每份 <b>CNY55</b>
購物單據 副本費用	其他信銀國際信用卡	每份 <b>HK\$55</b>
索取 月結單	信銀國際人民幣 信用卡	每份 <b>CNY55</b>
副本費用 (收取 電子結單 之客戶 獲豁免 此費用)	其他信銀國際信用卡	每份 <b>HK\$55</b>

索取賬戶 證明書	信銀國際人民幣 信用卡	每張 <b>CNY150</b>
手續費	其他信銀國際信用卡	每張 <b>HK\$150</b>
銀行櫃檯 繳付賬項 手續費 (現金 交易)	信銀國際大灣區雙幣 信用卡	每次 <b>HK\$20</b> - 不適用於人民幣賬戶 - 手續費將於繳費後下一個 工作天誌賬於會員之港幣 賬戶
	信銀國際人民幣 信用卡	不適用
	其他信銀國際信用卡	每次 <b>HK\$20</b> (手續費將於付款後下一個 工作日從會員信用卡賬戶中 扣除)
賬戶結餘 提款 手續費	信銀國際大灣區雙幣 信用卡	港幣賬戶:每次 <b>HK\$55</b> 人民幣賬戶:每次 <b>CNY55</b>
- 以銀行 支票/	信銀國際人民幣 信用卡	每次 <b>CNY55</b>
本票提取	其他信銀國際信用卡	每次 <b>HK\$55</b>
公司商標 製作費/ 公司商標	信銀國際商務卡 信用卡	每間公司計 <b>HK\$500</b> 每張 <b>HK\$15</b>
印刷費	其他信銀國際信用卡	不適用
信用額 調配	信銀國際商務卡 信用卡	每次每張 <b>HK\$100</b>
手(不公信) - 自各會個信人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本の一個人の日本	其他信銀國際信用卡	不適用
全球網上 賬項管理 (SDOL) 支援 照改課	信銀國際商務卡 信用卡 其他信銀國際信用卡	每公司每年 <b>HK\$150</b> 不適用
服務費		

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- 信銀國際雙幣信用卡的收費及費用將分別向港元賬戶及人民幣 賬戶收取。港幣賬戶和人民幣賬戶的付款將分別以港幣和人民幣 計值。
- 2. 實際年利率乃按《銀行營運守則》所載之方法計算。
- 3. 適用於普通卡、金卡、白金卡(包括CITICfirst白金卡及私人 銀行卡)及、World信用卡、World Elite信用卡、Seed信用卡及 Aqua信用卡。現金透支服務不適用於信銀國際Motion信用卡 (虛擬版)。
- 4. 外幣簽賬兑換費用已包括VISA及萬事達卡向本行收取的1%外幣 折算費。
- 5. 銀行保留不時修訂各項收費和增設新收費項目之權利。本收費 表內所載之服務費於付印時為最新資料,內容若有更改,銀行 將於作出通知後始作調整。若本單張未有列出客戶所需要的 服務收費資料,或客戶對所列之收費及費用有任何疑問,請與 各分行職員聯絡或致電22801288查詢。
- 6. 信用卡退款保障適用於商戶免息分期計劃。會員的任何爭議或 追討將不影響其還款的義務及責任。就有關貨品及/或服務的 任何爭議或投訴,會員必須自行直接與商戶解決。倘信用卡 退款申請被接受,所交易金額將會退回信用卡帳戶。會員須 繼續分期還款或以書面通知銀行申請提早清還未繳付的供款 金額。提早清還供款金額不產生手續費。若會員未能履行應有 之還款義務,則會對其在信貸資料服務機構的信貸記錄產生 負面影響,並或影響其未來借貸能力。
- 7. 本通知的中英文版本如有歧異, 概以英文版本為準。

### 解説例子:

假設-

- 信用卡總結欠 = HK\$20,000
- 年利率 = 30% p.a
- 沒有新增簽賬
- 沒有年費、其他費用及/或其他收費
- 在每月的到期繳款日期或之前還款

每月還款額:	預計清還所有結欠及 利息開支的所需年期:	累計還款額:
最低付款額*	12年11月	HK\$58,698
定額還款 HK\$849	3年	HK\$30,546 (節省 HK\$28,152)

請注意上述計算僅供參考。

\* 所有利息及費用及所欠本金總額的1%(最低付款額的最低金額 為HK\$250)。

如欲以你適用的情況計算以上資訊,請使用於銀行網頁內的信用卡還款計算機:https://www.cncbinternational.com/en/ccrepaycal/由主要網上銀行平台提供之信用卡服務。

信銀國際信用卡會員合約及一般條款之主要條款及細則:

# 重要提示:閣下宜仔細閱讀信銀國際信用卡會員合約及一般條款的全文,尤須注意以下主要條款及細則。

信銀國際信用卡會員合約之主要條款及細則

- 1. 會員必須在收到以他的名義所發出的信銀國際信用卡(「信用卡」)後立刻在卡上簽署。
- 會員應經常小心保管其信用卡並確保其信用卡由其本人所持有及應將與使用其信用卡有關的任何認證因素及卡資料 保密。若該卡或認證因素一旦遺失、被盜用、或認證因素或卡資料已遭泄露則應即時通知中信銀行(國際)有限公司 (「銀行」)。
- 3. 會員不能使用超過所設定的信用限額及不可在此卡被收回或終止後繼續使用。
- 會員不應將此卡用作參與任何非法活動(包括網上非法賭博)。銀行保留絕對酌情權於任何時間拒絕接受此卡用作 信用卡購買任何物品或服務。
- 5. 如會員無法在繳款日期或之前全數繳付月結單總結欠,銀行將由對上一期月結單截數日期(「上期月結單截數日」) 起,以收費表列明的一般零售交易及現金透支的每月平息(「標準月息率」)按每日結欠徵收財務費用,直至月結 單上之所有結欠繳清為止。所有於上期月結單截數日後過賬之交易,銀行將由其交易日起至其繳清的期間內徵收財 務費用。銀行現時的收費表將會在發卡時及任何時候應要求寄發予會員。
- 會員應向銀行償還銀行向會員要求、收取或追討根據信銀國際信用卡會員合約應支付的任何款項時所招致的所有合 理律師費及其他費用及開支(包括債務追討公司的費用)或因違反或不遵守信銀國際信用卡會員合約中的任何條款 而引致的其他補償。
- 會員作出欺騙行為、嚴重疏忽或未能在發現其信用卡或認證因素已遺失、被盜用、或認證因素或卡資料已遭泄露後 合理可行地盡早通知銀行,或未能根據銀行的指示保護其認證因素或卡資料,則會員將須承擔與其信用卡有關的所 有損失。
- 8. 會員可能須承擔在其通知銀行其信用卡或認證因素已遺失、被盜用、或認證因素或卡資料遭泄露前,其信用卡被用 作進行的未經授權交易的損失。只要會員並非作出欺騙行為、嚴重疏忽或在發現其信用卡或認證因素已遺失、被盜 用、或認證因素或卡資料已遭泄露後合理可行地盡早通知銀行,其就遺失信用卡所須負的卡損失最高責任為 HK\$500。此最高責任限額並不涵蓋現金透支。
- 若銀行在發出的每張月結單上的月結單截數日起計六十(60)天內並無收到會員的通知說明月結單有錯誤或任何交易 未經授權,則月結單將被視為確證。
- 10. 銀行有權隨時在不須通知下將會員的任何或所有賬戶(在任何地方)與其在銀行或其任何分行、支行或附屬機構的 債務組合或合併,及抵銷或轉撥存於會員賬戶中貸方的任何款項,以清償前述欠付銀行的債務,不論該債務的形式 是主要、附屬、個別、共同或以其他貨幣虧欠。但銀行不可將任何附屬卡會員的賬戶中存於貸方的任何款項用以償 還主卡會員或其他附屬卡會員欠付銀行的債務。
- 11. 每位會員應就其所引起的所有費用負責,而主卡會員應額外就每位附屬卡會員所引起的費用負責。
- 12. 銀行有權隨時要求會員即時繳款,而會員應在相關月結單所指定的繳款日期或之前向銀行繳付月結單結餘。
- 13. 若會員拒絕接受銀行對信銀國際信用卡會員合約作出的任何修改, 會員可取消其信用卡。
- 14. 會員的個人資料可向與銀行的「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」或銀行類似的通知(可經不時修訂、補充或更改,簡稱「關於客戶資料致客戶的通知」)中不時所列的 該等人士披露及用作當中所列的該等用途。
- 15. 銀行有權要求客戶親臨分行提供有關個人資料正本以作核對之用。
- 16. 銀行保留對有關信用卡申請之最終批核權。



17. 若會員未能支付到期需付的款項,銀行可能委派債務追討公司收取有關款項。

# 一般條款之主要條款及細則

- 本人/吾等同意除了任何一般留置權或在法律下銀行享有的類似權利,銀行可於任何時候在沒有事先通知下將本人/ 吾等任何或所有賬戶(無論位於何處)與本人/吾等欠付銀行債務(若吾等為一所公司,則與本公司集團、任何分公司或 附屬公司欠付銀行之債務)結合或綜合,並將本人/吾等任何賬戶結餘的金額抵銷或轉移以清償上述欠付銀行不論爲 基本、附屬、各別、共同或以其他貨幣為單位的債務。並且,若某些欠款未到期支付或因某些待發事件尚未需要償 還,銀行有權暫停支付相等於欠款額的賬戶存款給本人/吾等,直至欠款到期支付或此待發事件發生為止。就此目 的以及在此等一般條款內使用本辭彙的任何其他目的而言,「集團公司」及「附屬公司」二詞就等同公司條例所給 予的意思。
- 銀行有權在支付款項時或其後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制本人/吾等之賬戶以償還 本人/吾等銀行認為恰當之債務部份之任何款項。任何該等撥用款項均淩駕本人/吾等任何以往宣稱之款項撥用。
- 本人/吾等將彌償銀行就由於與執行此等一般條款或任何特別條款下其權利所招致之所有合理費用及開支(包括合理 法律費用)。
- 4. 在並無限制本人/吾等根據任何安排或協定(包括(但不限於)一般條款和任何特別條款)向銀行或銀行的集團公司的任何成員提供的任何其他彌償的情況下,本人/吾等同意就銀行或銀行的集團公司的任何成員因本人/吾等提供含誤導成分或錯誤的資料,或並無遵守此等一般條款或任何特別條款的任何規定而蒙受或招致的任何損失或成本費用,包括稅項、利息或罰金向銀行或銀行的集團公司的任何成員作出彌償。銀行有權從其管有或控制的本人/吾等的資產或本人/吾等在其開立的任何戶口中,扣起、保留或扣減其釐定為足夠的有關部分或有關金額,以彌補本人/吾等在本條下可能結欠的任何款項。儘管本人/吾等與銀行的銀行業務關係終止,此項彌償將繼續。
- 5. 銀行可委託收賬公司收取任何本人/吾等欠付銀行之任何逾期款項。
- 6. 本人/吾等明白本人/吾等於信貸期限內在還款或供款方面有任何困難,應儘快通知銀行。
- 銀行於任何時間均可根據適用守則及指引之規定給予事先通知下將此等一般條款或適用於本人/吾等所申請或使用 之任何服務(包括任何適用之費用或收費)之特別條款進行刪除、取替、增加或更改。

本條款之中、英文版本如有差異、概以英文版本為準。



言銀行(國際)有限公司 TIC BANK INTERNATIONAL LIMITED

生效日期:2024年12月6日

# 信銀國際信用卡會員合約

中信銀行(國際)有限公司(簡稱「銀行」)按下列的條款發出信銀國際 信用卡(每張簡稱為「卡」,而統稱為「此卡」)給申請人(簡稱「主卡 會員」)和任何經主卡會員提名而又獲銀行批准發給附屬卡之人士 (簡稱「附屬卡會員」)。主卡會員及附屬卡會員(每位簡稱「會員」 主卡會員和附屬卡會員亦統稱為「會員」)在申請、簽署或使用 此卡時,即表示同意或確認同意謹遵守以下條款申請及使用此卡。

### 1. 信用卡的簽發及認證因素的使用

- 1.1 銀行對有關信用卡申請之最終批核有絕對酌情權。因申請此卡 而遞交予銀行之有關文件將不獲發還
- 1.2 銀行可編配銀行認為合適的信用限額(「信用限額」)予簽發給 會員的信用卡。銀行毋須給予會員事先通知隨時降低該信用 限額,並可向會員給予預先通知隨時提升該信用限額。
- 1.3 會員將:
- (a) 於收到此卡後立即簽署
- (b) 經常小心保管此卡並確保此卡由其本人所持有;
- (c) 不能使用超過所設定的信用限額
- (d) 不可在此卡被收回或終止後繼續使用
- (e) 不可允許任何第三者以任何方式使用此卡
- (f) 在無須銀行發出付款要求的情況下,盡速支付超出信用 限額的任何數額。
- 1.4 認證因素包括但不限於私人密碼、裝置綁定、生物特徵及透過 應用程式確認。卡資料包括但不限於此卡的號碼、安全碼、 終止月份及年份或其他有關此卡的資料或事項而其是使用此卡 進行任何交易所需提供的資料或事項。會員將須把使用此卡的 認證因素及卡資料保密,若該卡或認證因素一旦遺失、被盜用 或認證因素或卡資料已遭泄露,會員須立即通知銀行。
- 1.5 會員必須在其發現此卡或認證因素遺失、被盜用、或認證因素或 卡資料已遭泄露後,在合理可能時間內盡早透過銀行的信用卡 報失熱線 3603 7899 通知銀行。
- 1.6 會員不應因下列情況而招致的任何損失負責:
- (a) 在其未收到此卡前,此卡的不當使用
- (b) 在已充分知會銀行此卡/認證因素已遺失、被盜用、或認證 因素或卡資料已遭泄露後的所有未經會員授權的交易;
- (c) 終端機或所採用的其他系統發生的故障所導致的損失, 除非該故障為明顯的或經已在顯示屏以訊息或通知;及
- (d) 透過使用偽造信用卡所進行的交易

- 1.7 會員明白須承擔在其通知銀行其信用卡或認證因素已遺失 被盜用、或認證因素或卡資料遭泄露前,其信用卡被用作 進行的未經授權交易的損失。只要會員並未作出欺騙行為、 嚴重疏忽行為或在發現其信用卡或認證因素已遺失。 被盜用、或認證因素或卡資料已遭泄露後合理可行地盡早 通知銀行,其就信用卡所須負的最高責任為HK\$500。此最高 責任限額並不涵蓋現金透支。
- 1.8 儘管本合約所載的任何內容,若會員作出欺騙行為、嚴重疏忽 行為或未能在發現其信用卡或認證因素已遺失、被盜用 或認證因素或卡資料已遭泄露後合理可行地盡早通知銀行, 或未能根據銀行的指示保護其認證因素或卡資料,則會員 將承擔與此卡有關的所有損失。

# 2. 此卡的使用

- 2.1 此卡可用作信用卡及在銀行同意下用作與會員在銀行開立的 賬戶相關連的提款卡。將此卡用作信用卡應受限於本合約。 而將此卡用作提款卡則應受限於銀行的自動櫃員機提款卡條款 及一般條款。
- 2.2 此卡可在銀行的任何分行或自動櫃員機(視乎是否有足夠的 現金及受限於任何適用的提款限額)和其他接受此卡的財務 機構及商戶處使用。此卡可用作現金透支、購買物品和服務和 銀行所接受的該等其他交易。惟會員不應將此卡用作參與任何 非法活動(包括網上非法賭博)。銀行保留絕對酌情權於任何 時間拒絕接受此卡用作信用卡購買任何物品或服務。
- 2.3 除非本合約另有規定,否則會員應對透過使用此卡、此卡的 詳細資料、或存取信用卡賬戶所採用的任何設備或裝置所進行 的所有交易負責,不論會員有否簽署單據或交易記錄,及是否 超出信用限額。該等交易可包括透過電話、傳真、互聯網或無線 網絡、非接觸式讀卡機、其他電子終端機或裝置、郵遞訂購、 直接付款授權方式或在自動櫃員機使用此卡所進行的交易。
- 2.4 銀行不應為任何商戶拒絕接受此卡而負責。會員及任何商戶間 就與透過使用此卡進行購買貨物及服務的交易或商戶其他責任 有關的任何爭議,應由會員及商戶直接解決。商戶對會員退款 將只可在銀行接到正式發出的退款證明後始可進行。
- 2.5 會員可在指定商戶購買貨品及/或服務時申請商戶免息分期 計劃(「商戶分期計劃」)。商戶分期計劃受以下條款約束 < 商戶分期計劃不適用於銀聯雙幣信用卡、人民幣信用卡和 商務卡>
- (a) 所有商戶分期計劃是由銀行根據申請合資格與否及帳戶 狀況核查情況絕對酌情決定而提供的,並只在會員惠顧 銀行可能不時指定及通知的商戶(「商戶」)時適用於會員。 銀行有權接納或拒絕任何申請,而毋須給予解釋或通知。 銀行不會就會員因申請被拒絕產生的任何損失或責任 負責。

- (b) 會員不可撤銷地授權銀行,於申請獲批核後,銀行將以 會員的名義將購買有關貨品及/或服務的總金額一次性支付 予商戶。銀行將從信用卡賬戶之信用限額扣減相等於貨品 及/或服務購買價的金額,商戶分期總金額最低為HK\$100 銀行會以貨品及/或服務購買價除以銀行接納的分期期間 月數計算每期供款金額,及由其全權決定之日期開始每月 於信用卡賬戶支取每期供款金額。每期供款將如零售簽賬 般記入信用卡賬戶,並顯示於月結單上。會員須以繳付 零售簽賬的相同方式繳付每期供款,直至全數還清商戶 分期計劃總金額。
- (c) 在任何情況下, 會員須根據銀行本合約中條款按時清還 結欠款項,並有責任承擔所有有關費用,會員須在付款 期限之前全數支付(或已經支付)月結單結欠,否則將會 衍生額外收費和費用,包括但不限於會員支付等於或多於 最低還款額(定義見下述第4.2條條文)但少於當月及上一張 月結單結餘(定義見下述第3.2條條文),或會員支付等於或 多於最低還款額但唯少於當月月結單結餘、會員所支付的 款項少於最低還款額。有關詳情,請參見本會員合約條款4 「付款」及條款5「費用及收費」。
- (d) 信用卡賬戶之信用限額會隨銀行收到還款後逐漸回升 會員應留意及預留足夠信用限額,超逾信用額手續費適用 於商戶分期計劃,請參見本會員合約條款5(g)。
- (e) 信用卡退款保障適用於商戶分期計劃。會員的任何爭議或 追討將不影響其在本合約下的各自義務及責任。會員知悉 及同意就有關貨品及/或服務的買賣交易為會員與該商戶之 間的交易,及先行付款而於稍後日期收取有關貨品及/或 服務。就有關貨品及/或服務的任何爭議或投訴,會員必須 自行直接與商戶解決。詳情請參見本會員合約條款2.4
- (f) 倘貨品或服務有任何退款,當銀行收妥由有關商戶退回之 款項後,該款項將記入信用卡帳戶(定義見下述第3.1條 條文)內。會員確認銀行毋須與有關商戶核對有關退款金額。
- (g) 會員可以書面通知銀行,申請提早清還未繳付的供款金額 銀行在接納申請後,將於信用卡賬戶支取該等未繳付金額。
- (h) 倘會員因任何理由取消或終止信用卡賬戶,所有未繳付的 供款總額將會即時到期,銀行有權即時於信用卡賬戶支取 所有該等供款。
- (i) 銀行有權毋須提前通知或給予任何理由, 隨時要求會員 取消或終止商戶分期計劃;及/或要求會員立即清還所有 未繳付的供款總額和所有有關費用。

- (j) 「樣樣都後數」積分、現金回贈、飛行里程計劃獎賞或其他 銀行不時訂明並適用於此卡之合作夥伴獎賞(「獎賞」) 將按每月已誌帳金額存入賬戶內。獎賞受制於有關 獎賞計劃之條款及細則,詳情可瀏覽銀行網頁 www.cncbinternational.com •
- (k) 銀行和商戶可全權決定商戶分期計劃不與其他任何優惠 同時使用。所有商戶分期計劃有關的事宜和爭議銀行具有 最終決定權。

#### 3. 月結單

- 3.1 銀行將就每張卡設定一個賬戶(個別稱為「信用卡賬戶」),凡透過 使用相關信用卡所進行的所有交易的數額及在本合約下須支付 的所有收費、利息、費用及其他款項(「費用」)均從中扣除。
- 3.2 除非相關月份的月結單結餘為貸方結餘或經購物簽賬累積的 借方結餘且少於銀行不時訂定的金額(現時為HK\$10),而自 上一期月結單未有任何交易,否則銀行將向每位會員就其 信用卡發出月結單,月結單將詳列所有須支付的費用(「月結單 結餘」)及最低還款額的付款限期(「繳款日期」)。
- 3.3 會員承諾,在銀行就此卡發出的每張月結單上的月結單截數日 起計六十(60)天內核實其正確性,以確保銀行交易記錄或該 月結單中沒有任何不符事實的記錄、遺漏或錯誤的借方記入或 任何不準確或錯誤資料輸入。如有未經授權的交易,會員同意 在每張月結單截數日起計六十(60)天內以銀行不時接納的方式 通知銀行。如會員於月結單截數日起計六十(60)天內通知銀行 有關該未經授權的交易,銀行將不會就調查中的該項爭議交易 徵收任何利息或財務費用。然而,如其後證實會員所提出的 爭議交易項目並無事實根據,則銀行保留追討該項爭議金額於 整個期間(包括調查期間)的利息或財務費用的權利。會員 同意,遵照銀行的指示,且全面配合銀行及任何有關機構 其後對信用卡的未獲授權交易進行的調查。六十(60)天之期限 具有約束力,而會員會被視為已經放棄任何就該等交易對銀行 提出反對或採取補救方法的權利。
- 3.4 不論前文的任何規定,銀行應有權調整早前寄送予會員的任何 月結單,以更改當中所載銀行錯誤報述的任何資料。會員同意 上文第3.3段亦應適用於該經調整的月結單

#### 4. 付款

- 4.1 會員應在相關月結單所指定的繳款日期當日或之前向銀行支付 月結單結餘,否則會員應負責支付下文第5段所提述的適當費用。
- 4.2 儘管上文第4.1段所述,會員可選擇不全數償還月結單結餘, 在這情況下會員必須在相關月結單所指定的繳款日期當日或 之前支付相關月結單所列的最低還款額(「最低還款額」),否則 會員應負責支付下文第5段所提述的適用的費用。

- 4.3 會員在銀行核實及收訖結清款項後方會被視為已付款。款項 應(a)首先用以抵償會員就此卡須支付之利息、費用及收費; (b)其次用以抵償使用此卡進行的交易的本金額;及(c)最後 用以抵償律師費及債務追討費用,按月息由高至低順序支付或 可按任何銀行認為適當的次序支付而毋須預先通知會員。
- 4.4 不論本文所載的任何規定,信用卡賬戶的整筆尚欠結餘連同 使用此卡進行的所有交易的款額(不論是否由相關商戶向銀行 提呈)應在此卡因任何理由被終止或取消時或在銀行要求下 即時到期並須予支付。
- 4.5 若會員未能支付在本合約下到期及須予支付的任何款項,銀行 可委派債務追討公司收取。若銀行已為向會員要求、收取或 追討任何在本合約下應支付款項或因違反或不遵守本合約的 任何條款而帶來的其他補償,而招致任何律師費、債務追討 費用或其他開支,會員將須向銀行全數償付所有因此而招致的 合理律師費及其他費用及開支(包括債務追討費用)。
- 4.6 信用卡賬戶的貸方結餘將不會衍生利息。
- 4.7 倘信用卡賬戶有貸方結餘,銀行或會(但無義務)應會員要求或 隨時(按其唯一及絕對酌情權)選擇將信用卡賬戶內部分或全部 的貸方結餘退還予有關會員,惟須符合銀行可能實施的條件, 並以銀行按其唯一及絕對酌情權釐定的方式(包括但不限於 發出以有關會員作為收款人的銀行本票或轉帳至以有關會員 名義在銀行開立及維持的任何銀行或信用卡賬戶)、時間及於 指定地點進行。退款將以港元交付。

# 5. 費用及收費

銀行應有權收取下列與此卡有關的費用及收費。該等費用及 收費應以銀行的信銀國際信用卡收費表或類似的收費表(銀行 可不時施加、修訂、補充、取代或更新,簡稱「收費表」)所不時 指定的該息率及該數額及受限於該最高及最低款額計算。銀行 現時的收費表將會在發卡時及任何時候應要求寄發予會員。

- (a) 每張卡的年費,不設退款,除非因為會員拒絕接受本合約 的任何更改而終止其信用卡;
- (b) 補發新卡的手續費;
- (c) 每次現金透支交易的手續費,手續費在現金透支交易進行 時即須支付;
- (d) 逾期費用,若會員未能在相關繳款日期支付相關月結單 所列的最低付款額,逾期費用在最低付款額的尚欠結餘上 計算;
- (e) 與每次現金透支交易有關的財務費,財務費以每年365天 (或在閏年以366天)為基準,自交易日起在現金透支交易 的尚欠結餘上逐日累算,直至全數付款為止

- (f) 如會員無法在到期繳款日或之前全數繳付月結單總結欠, 銀行將由(並不包括)對上一期月結單截數日期(「上期月結單 截數日」)起,以收費表列明的一般零售交易及現金透支的 每月平息(「標準月息率」)以每日結欠徵收財務費用,直至 月結單上之所有結欠繳清為止。所有於上期月結單截數日 後過賬之交易,銀行將由其交易日起至其繳清的期間內 徵收財務費用。
- 如會員連續為兩個月月結單週期未能於有關信用卡 月結單所列之到期繳款日期或之前繳付應付之最低 還款額,銀行保留權利將財務費用,由收費表所列明之 標準月息率按其認為適當的程度調高,並由(並包括) 下期月結單週期首日起生效。
- 當繳清所有尚欠之應付最低還款額後,財務費用將回復 至收費表所列明之標準月息率,並由(並包括)下期 月結單週期首日起生效。
- 如信用卡會員在被強制取消賬戶時未能全數繳付賬戶之 結欠,銀行保留權利將財務費用,由收費表所列明之 標準月息率,按其認為適當的程度調高,直至總結欠 全數繳清為止。
- 實際年利率乃按銀行營運守則所載之方法計算。
- 銀行保留不時修訂財務費用之標準月息率及財務費用 息率上限之權利。
- (g) 超逾信用額手續費,若使用此卡進行的交易的金額與 信用卡賬戶當時的尚欠結餘合計時超逾信用限額;
- (h) 提供月結單副本的手續費
- (i) 提供信用卡購物單據或交易記錄副本的手續費;
- (j) 每張交付銀行付款而不能兑現的支票的手續費;
- (k) 每項被退回的未繳款的直接扣數或自動轉賬指示的手續費
- (1) 銀行不時在給予通知後而訂明的任何其他費用及收費;及
- (m) 每次經銀行櫃檯進行的現金透支交易,其服務費須於交易 後即時支付。
- (n) 非港元貨幣的交易在此卡的賬戶內於折算日扣賬前,將會 由VISA/萬事達卡按市場兑換率或有關政府釐定的兑換率 折算為相應數額的港幣,另加上本行收取的手續費連同 VISA/萬事達卡就兑換該等賬項向本行收取之交易徵費。 此外,由於匯率受市場浮動所影響,實際採用的匯率可能 與簽賬當日的匯率有所不同。
- (o) 會員在外地消費時, 有時候可選擇以港幣支付外幣簽賬 此選項屬海外商戶的直接安排,而非由信用卡發卡機構 提供。會員應於簽賬前向該商戶查詢有關匯率及手續費的 詳情,因為以港幣支付外幣簽賬,所涉及的費用可能會較

以外幣簽賬的手續費為高。每次以港幣支付於海外或任何 非香港登記商戶(如網上商戶)之交易,VISA/萬事達卡將 徵收該項交易之手續費,而有關之手續費將會誌賬於會員 的信用卡賬戶內。

### 6. 主卡及附屬卡會員

- **6.1** 每位會員應就其所引起的所有費用負責,而主卡會員應額外就 每位附屬卡會員所引起的費用負責。為免生疑問,附屬卡會員 不應為主卡會員或任何其他附屬卡會員所引起的費用負責。
- **6.2** 在根據第6.1段的前提下,主卡會員及附屬卡會員同意共同及 個別負責履行本合約。

#### 7. 個人資料

- 7.1 會員同意銀行不時要求提供會員的資料為對銀行向其提供服務 所必須。若會員未能提供該些資料予銀行,銀行可能不能為 會員提供任何服務或融資。會員可經常與銀行的個人資料專員 聯絡以參閱及要求更改或修改該等資料。該等資料連同銀行 所不時取得的會員的其他資料,可向「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」或銀行之類似文件(可不時修訂、補充或更改)中不時 所列的該等人士披露及用作當中所列的該等用途。
- 7.2 會員可隨時根據個人資料(私隱)條例(a)查究銀行是否持有與其 有關的資料及在支付銀行所徵收的費用時參閱該資料;(b)要求 銀行更改任何與其有關的錯誤資料;(c)確定銀行與個人資料 有關的政策及慣例;(d)要求銀行知會其有關該等例行向信貸 資料機構及在違約時向債務追討公司披露的資料項目;(e)要求 銀行向其提供進一步的資料以讓其可對信貸資料機構及債務 追討公司作參閱及更改的要求;及(f)要求銀行停止使用其個人 資料作不收費營銷用途。
- 7.3 會員同意銀行可向任何已或擬作出保證或第三方擔保以擔保 其任何責任的人士,提供證明該被保證或擔保的責任的合約的 文本或摘要、任何寄發給會員的正式的逾期款項付款通知、 其賬戶結單及銀行認為合適的其他資料。
- 7.4 會員謹此保證其將在向銀行提供諮詢人的名字及其他個人資料 前取得諮詢人的事先同意。
- 7.5 會員謹此保證其向銀行提供的所有資料,均屬自願提供, 而該等資料在各方面而言均為真實、正確及完整。如該等資料 有任何更改,會員應即時通知銀行。

#### 8. 抵銷權

8.1 會員同意銀行在法律上有權享有的任何一般留置權或相類的 權利以外,銀行額外可隨時不作事先通知而將會員的任何或 所有賬戶(在任何地方)與其在銀行或其任何分行、支行或附屬

機構的債務組合或合併,及抵銷或轉撥存於會員賬戶中貸方的 任何款項,以清償前述欠付銀行的債務,不論該債務的形式是 主要、附屬、各別、共同或以其他貨幣虧欠。此外,凡會員 欠付銀行的債務是或有的或將來的,會員以會員賬戶貸項的 任何款項向銀行繳款的責任應暫停至涵蓋該債務所必須之 程度,直至該或有或將來的事件發生為止。

- 8.2 不論第8.1段所述,銀行不可將任何附屬卡會員賬戶貸項中的 任何款項用以抵償主卡會員或其他附屬卡會員欠付銀行的債務。
- 8.3 為免生疑問,銀行可將主卡會員賬戶貸項中的任何款項用以 抵償主卡會員及附屬卡會員欠付銀行的債務。

# 9. 終止

- 9.1 銀行應有權不具理由或不向會員作事先通知, 隨時撤回. 暫停、延長或修改任何或所有信用卡或終止本合約。
- 9.2 會員可聯絡銀行終止其信用卡。銀行可隨時
- (a) 應主卡會員的要求終止任何信用卡(包括任何附屬卡);
- (b) 應相關附屬卡會員的要求終止其附屬卡; 及
- (c) 在終止任何主卡時終止任何附屬卡。
- 9.3 銀行可在任何信用卡因任何理由終止後12個月內隨時向相關 會員補發任何信用卡以取替被終止的信用卡
- 9.4 在任何信用卡因任何理由終止或取消時,會員應將此卡剪成 兩半並即時交還銀行。

### 10. 修訂

- 10.1 銀行可向會員給予銀行認為恰當的合理預先通知隨時刪除 取代、增補或更改本合約的任何條款(包括任何適用的費用或 收費)。
- 10.2 若會員拒絕接受銀行的修訂,則會員將於銀行通知該修訂後 7天內或銀行明確註明之限期內(如有)向銀行發出書面通知 取消此卡。
- 10.3 在修訂生效日後使用此卡進行任何交易將被視作會員已接受 該等修訂的確證。

### 11. 雜項

11.1 銀行可記錄會員與銀行在業務過程中的談話

- 11.2 銀行發出列明會員到期並應付予銀行的款額的記錄,在任何 特定時候就任何用途而言(包括法律訴訟程序用途)均為最終及 具決定性。
- 11.3 銀行可將其在本合約下的所有或部份權利、福利及責任轉讓予 準受讓人或擬與銀行就此而訂立合約安排的任何其他人士, 並向此等人士披露銀行認為就該合約安排而言為合適的與會員 右關的資料。

- 11.4 會員確認及同意會為其税務事項負上全責。會員完全理解 並有責任遵守任何對其有管轄權的國家或地方的法律、税務、 外匯管制或規管的義務。會員確認已經、並會繼續遵守所有 相關法規及不會以會員的賬戶進行與非法活動有關的任何 交易、或協助及教唆、或幫助清洗相關資產,其中包括但 不限於逃税、販毒、任何可公訴罪行、洗黑錢或與恐怖分子 交易。會員知悉銀行會篩查和監察會員的税務狀況和交易 活動,以符合有關反洗錢審查的法律及監管要求。
- 11.5 銀行未能或延遲行使與本合約有關的任何權利、權力或專利 不應具有放棄其權利的效力;銀行單一或局部行使、強制執行 或放棄任何該等權利、權力或專利不應妨礙銀行進一步行使、 強制執行或行使或強制執行本合約下的任何其他權利、權力或 專利。
- 11.6 如本合約的中英文版本意義出現差歧,則以英文版本為準。
- 11.7 任何要求由銀行向會員發出的通知或月結單,若已寫上主卡 會員的最後為銀行所知的地址則應被視為已經發出。由銀行 面交的任何通知,在遞送時應被視為已發出。由銀行以郵件 形式寄出的任何通知應在寄出後即時被視為已發出。
- 11.8 會員將即時以書面通知銀行郵寄通知及月結單地址的變更。 該等變更直至妥善輸入銀行記錄方正式生效。
- 11.9 除本合約另有明文訂明外,本合約訂約方以外的任何人士概 不可按照《合約(第三者權利)條例》(香港法例第623章)的規定 強制執行本合約的條款或享有其利益。倘本合約的任何條文明 確賦予任何第三方權力根據《合約(第三者權利)條例》執行 本合約任何條款,則協議訂約方保留權利可在毋須該第三方 同意的情況下修改該條款或本合約任何其他條款。
- 11.10本合約將受香港特別行政區法律所規管及據之解釋。
- 11.11 具有單數意味的字眼應包括雙數的意味,反之亦然,而具有 性別意味的字眼應包括各個性別。
- 11.12 如會員欲選擇拒絕超逾信用額之設定,請致電信用卡客戶服務 熱線:22801288作安排

如有任何查詢,請致電信用卡客戶服務熱線22801288

# 一般條款

#### 致:中信銀行(國際)有限公司

鑒於 China CITIC Bank International Limited (中信銀行 (國際)有限公司)(「銀行」)同意提供及/或繼續提供其服 務予本人/吾等,本人及吾等各人同意受下列一般條款所約 束:

#### 1. 適用範圍及服務

- 除非銀行另行決定或適用之特別條款另有列明,否則 此等一般條款須適用於銀行不時提供予本人/吾等之 所有服務。
- 1.2 銀行將不時向其客戶提供一系列服務(每項服務均稱為「服務」)。每項服務均由銀行按此等一般條款銀行的進一步條款(「特別條款」)及銀行通知本人/ 吾等的其他條款提供。本人/吾等可以書面電話或銀行接納之其他方法申請使用一項或以上之服務。銀行可全權酌情決定是否提供任何服務予本人/吾等。本人/吾等承諾在申請其服務前將向銀行索取一份有關該服務之特別條款。本人/吾等承諾除非及直至本人/吾等已收到 閱讀 完全明白及同意適用之特別條款,否則本人/吾等不會使用任何服務。若本人/吾等使用有關之服務,本人/吾等將被視爲已收到及同意適用之特別條款。
- 1.3 此等一般條款連同適用的特別條款取代本人/吾等與 銀行間從前就有關服務訂立的所有協定。前述原則適 用於所有以本人/吾等名義申請的服務,或在本人/吾 等聯名賬戶其他賬戶持有人或本人/吾等其他合夥人 的同意下,以本人/吾等與其他人士作爲聯名人或以 本人/吾等為合夥人的合夥人賬戶名義申請的服務。 爲免生疑,任何服務的使用均受此等一般條款及適用 的特別條款所約束。
- 1.4 申請服務可以本人/吾等之名義 本人/吾等聯同其他 人士作爲聯名人 或以本人/吾等爲合夥人或部份合 夥人的合夥人公司名義進行。不論本人/吾等有否聯 同其他聯名賬戶持有人或合夥人共同簽署有關申請書 或開戶書,本人/吾等同意就有關服務與本人/吾等的 其他聯名賬戶持有人或其他合夥人共同及各別地對所 有有關協議 義務 權力及債務負責。

- 1.5 就本人/吾等申請任何服務而向銀行遞交之文件將不 獲發還。
- 1.6 倘若此等一般條款及任何特別條款在意義上有任何抵 觸,須以適用有關服務之特別條款爲准。
- 1.7 銀行有權不時就交易金額 操作程式或在其他情況下 使用任何服務之細節加上任何限額或限制。銀行有酌 情決定權對此等限額作出更改。

#### 2. 指示

- 2.1 本人/吾等同意就有關提供予本人/吾等之任何服務或 本人/吾等於銀行維持之任何賬戶,銀行可根據及按 照本人/吾等以下列之方式給予銀行之指示行事:
  - (a) 由本人/吾等,或與指示有關之任何賬戶之賬戶 操作委託書或任何授權書所指定之授權簽署人 (「授權簽署人」)數目,或若指示與任何賬戶無 關,則由本人/吾等或本人/吾等之任何賬戶之賬 戶操作委託書或任何授權書所指定之授權簽署人 數目,以任何於銀行維持之賬戶(包括有關賬戶) 之賬戶操作委託書或任何授權書所列明之簽名樣 本簽署之書面指示之正本,或若獲得銀行同意, 以傳真發送給銀行之書面指示,惟銀行可,但並 無義務,拒絕根據及按照由授權簽署人以相異於 與指示有關之任何有關賬戶之賬戶操作委託書或 任何授權書所指定之簽名樣本簽署之指示行事;
  - (b) 若獲得銀行同意可通過電話 互聯網或其他電子 媒介發出給予銀行之指示,若發出指示者能夠(i) 引述就有關指示之賬戶號碼,或若其與任何賬戶 無關,則引述本人/吾等之任何賬戶號碼;(ii)若 銀行要求,引述銀行安排予本人/吾等或有關賬 戶之授權簽署人之個人鑒別號碼(「私人密 碼」);(iii)若銀行有所要求,出示銀行所接受本 人/吾等或任何授權簽署人之數碼證明書;及(iv) 出示或引述銀行要求的其他資料,儘管有關賬戶 之委託書指明可多於一位人士操作賬戶。
- 2.2 第 2.1 段所指之指示包括但不限於申請及操作任何服務承兑任何支票銀票付款憑單 匯票及承付票發出任何信用證 擔保 彌償及反擔保本人/吾等所背書之任何票據進行貼現 買賣或處理證券外匯利率交易或投資 於本人/吾等賬戶提取任何或

所有款項 或送交或處理銀行代表本人/吾等賬戶不 時保管之任何證券 契據或其他財產。

- 2.3 銀行可在其認為適當之情況下拒絕接納任何指示。
- 2.4 在不影響上述第 2.3 段之情況下,銀行並不負責因本 人/吾等因賬戶存款不足及/或信貸不足導致未能執行 或延遲執行上述第 2.1 段所指之指示所引致之任何後 果;但倘若銀行按其酌情決定權決定在本人/吾等賬 戶存款不足或信貸不足之情況下仍然執行該項指示, 則可無須事先取得本人/吾等批准或通知本人/吾等而 予以執行,本人/吾等亦須對因此而産生之透支 貸 款 信貸及所有費用負責,並需繳付將依照銀行酌情 釐訂之息率計算之利息。
- 2.5 本人/吾等承諾:(a)確保本人/吾等及每位授權簽署人 之私人密碼保持機密及其數碼證明書妥善保管。且若 本人/吾等及每位授權簽署人已直誠及慎密地保管該 等密碼及數碼證明書,則本人/吾等無須對銀行就任 何按照透過互聯網或電子媒介所發出之指示而未經允 許之交易負上責任;(b)若本人/吾等得悉或懷疑有任 何未獲授權之人士知悉本人/吾等或授權簽署人之私 人密碼或有未經允許之交易進行,會盡最快情況下通 知銀行,但若本人/吾等未能履行上述責任,則本人/ 吾等須對一切未經允許的交易負責;及(c)對任何因本 人/吾等或任何授權簽署人作出欺詐或嚴重疏忽之行 為負上責任,包括未有適當保管本人/吾等或任何授 權簽署人之私人密碼而引起的一切損失。惟本人/吾 等無須對任何間接 特殊或相應之損失或其他損害負 責。
- 2.6 除上述 2.5 段另有規定外,本人/吾等亦無須對因下 列透過自動電話系統 互聯網或電子媒介發出之指示 所進行但未經允許的交易負上責任:(a)銀行保安系統 未能防止的電腦罪案;(b)由於銀行之人為或系統失 誤所引致之不恰當交易而導致資金損失;或(c)由銀行 引致的遺漏錯誤支付。本人/吾等有權要求銀行發還 本人/吾等因上述(a) (b)或(c)點原因引致錯誤支付而 引起的利息或罰款。
- 2.7 就有關以透過自動電話系統 互聯網或其他銀行認可 之電子系統以外發出的指示,在銀行沒有疏忽或故意 過失的情況下,本人/吾等應令銀行不會因執行上述 第 2.1 段之任何指示而進行或未能執行之交易而受

損。並需賠償銀行有關該等指示或執行本段之權利直 接或間接所引起之一切法律行動 訴訟 賠償 索償 責任 金錢損失 其他損失 合理開支及費用。此 項補償責任在本人/吾等之賬戶或此等一般條款或任 何特別條款終止後仍然有效。

- 2.8 若任何指示為通過互聯網或其他電子系統發出,或透過互聯網或其他電子系統使用任何服務,本人/吾等向銀行保證如下:
  - (a) 本人/吾等及本人/吾等之授權簽署人不會在任何 禁止銀行提供有關服務或對此等一般條款或適用 的特別條款沒有法律效用的國家或司法管轄區使 用任何服務;
  - (b) 本人/吾等及本人/吾等之授權簽署人不會及不會 試圖就與任何服務相關的電腦軟體進行還原工程 分拆或其他類形的干擾;
  - (c)本人/吾等及本人/吾等之授權簽署人承諾確保每次通過電腦使用完任何服務後儘快離開瀏覽器關閉瀏覽器並把瀏覽器的記憶體內之資料清除。
- 2.9 銀行可將本人/吾等在業務運作中與銀行進行之電話 對話錄音。
- 2.10 若銀行向本人/吾等提供任何軟體 電腦系統 用戶 指南或其他設備以方便本人/吾等發出指示予銀行, 本人/吾等將謹慎使用,並在銀行要求下即時交還銀 行。本人/吾等明白銀行對所有該等設備及其使用並 無作出任何類型 明示或隱含之陳示或保證。該等設 備於任何時間均屬銀行或其供應商之財產。
- 2.11 所有就本人/吾等向銀行發出指示所進行之交易,需 由銀行向本人/吾等確認後方視爲完成交易。
- 2.12 銀行可接受本人/吾等或任何本人/吾等之授權簽署 人向銀行遞交獲銀行認可的核證機關頒發的數碼證書 所證明的數碼簽署。銀行可將此數碼簽署視作有關人 士的親筆簽名。
- 2.13 如果有關的數碼證書已在儲存庫內公佈,銀行可假 設本人/吾等或任何授權簽署人遞交之數碼證書內的 資料為正確。

2.14 本人/吾等明白到互聯網可能因為未能預計的擠塞 開放和公開性質和其他原因,導致互聯網未必是可靠 之通訊媒介,而這些不可靠性是在銀行可控制範圍之 外。這些因素可導致傳送延誤 錯誤資料傳送,延誤 執行指示或執行指示和發出指示時的價位偏差,銀行 和本人/吾等在通訊上的誤會和錯誤 傳送缺失 阻 礙等。

#### 3. 銀行結單

- 3.1 除非銀行另有決定,銀行將在切實可行的範圍內儘快發出在過去一個月內銀行所選擇本人/吾等使用之服務之交易的綜合賬戶月結單。銀行亦會在切實可行的範圍內儘快發出本人/吾等在過去一個月內所使用過但並非包括在綜合賬戶月結單內之交易的賬戶月結單(銀行存摺提供予本人/吾等之服務 自賬戶最後結單日期後並無進行交易 賬戶在有關月份結尾時之結餘少於銀行不時通知之數目及貸款賬戶之服務則除外)。賬戶的月結單將以郵件 電子媒介或銀行不時決定的其他方法送達予本人/吾等。
- 3.2 本人/吾等承諾從銀行收到賬戶結單的九十天內核實 銀行的賬戶結單及交易記錄所列明的記賬是否存在任 何差異 遺漏 錯誤扣款 不準確或不正確之處。在 有關賬戶結單或交易記錄日期起九十天期限完結時, 除本人/吾等在期限內通知的錯誤外,在該等賬戶結 單或交易記錄所列明的銀行交易記錄及交易詳情將視 為確證而無須再取得進一步的證據證明銀行的交易記 錄及賬戶結單之詳情為正確。
- 3.3 儘管以上所述,銀行有權修改先前送交本人/吾等的 任何賬戶結單,以更改在其中載有銀行錯誤地或不當 地作出的詳情。本人/吾等同意上述第 3.2 段適用於 已修改的賬戶結單或交易記錄。
- 3.4 除了以上所述及儘管此等一般條款有任何意義相反的 條文,即使賬戶結單所列的買賣詳情有任何不正確之 處,銀行均無須對有關賬戶結單所列的買賣詳情的申 索負責。

#### 4. 客戶資料

4.1 本人/吾等同意銀行不時要求本人/吾等、本人/吾等 的受益人和本人/吾等擔任其代理的第三方提供的資 料、文件或證明是銀行提供服務予本人/吾等所需要 的,而本人/吾等同意提供銀行要求的有關資料、文件或證明。若本人/吾等未能提供該等資料予銀行, 銀行未必能夠為本人/吾等提供有關的服務或貸款, 而銀行可取消、轉移或暫停任何服務或貸款。本人/ 吾等可隨時聯絡銀行的資料保護主任以查閱及要求更 改或修改該等資料。

4.2 本人/吾等同意上文第 4.1 段所述的銀行要求的資料、文件或證明,連同銀行不時從本人/吾等取得的任何其他資料,以及銀行或銀行的集團公司的任何成員可能就第三方要求的其他資料、文件或證明(包括(但不限於)本人/吾等的個人和賬戶資訊或記錄)可按照任何外國法規定(定義見下文)所需而披露予銀行集團公司的成員,並可由銀行或銀行的集團公司的任何成員披露予第三方(包括(但不限於)任何人士、政府團體、機構或規管機構(不論是否在香港特別行政區(「香港」)的法律下設立)。

「外國法規定」指根據任何今後或現時的以下各項, 向銀行施加的任何義務:(i)外國法律(包括銀行合理 認爲其受約束的外國法律,並包括中華人民共和國的 任何法律或規例);(ii)落實香港在與外國政府或規管 機構的協定下的義務的香港法律;(iii)銀行與外國政 府或規管機構訂立的協定;或(iv)在香港境內或境外 的任何法律、規管、政府、税務或執法團體就(i)至(iii) 項頒佈的多項或一項指引。為免存疑,這個定義包含 根據 FATCA(定義見下文,以及經不時修訂、取代或 頒佈)適用於銀行的任何義務或規定。

「《海外戶口税收合規法案》(FATCA)」指:(i) 《1986 年美國國內收入法》(U.S. Internal Revenue Code of 1986)(經修訂)第 1471 條至 1474 條,或其 任何修訂或繼任版本(「美國國內收入法」);(ii)政府 與規管機構就美國國內收入法訂立的任何政府間協 定、諒解備忘錄、承諾及其他安排(包括香港政府訂 立的任何政府間協定、諒解備忘錄、承諾及其他安 排);(iii)銀行或銀行集團公司的任何成員與美利堅合 眾國(「美國」)、美國國家稅務局或其他規管機構或 政府機構根據或就美國國內收入法訂立的協定;和(iv) 根據任何前述者在美國、香港或其他地方採納的任何 法律、規則、規例、釋義、多項或一項指引或慣例。

4.3 根據上文第 4.2 段,任何有關人士或實體可使用有關 資料作中信銀行(國際)有限公司不時給予客戶《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》中分別所載的有 關用途。

- 4.4 (只適用於個人或包括個人的客戶)本人/吾等於任何時間均可根據個人資料(私隱)條例(a)檢查銀行是否持有有關本人/吾等之資料,並支付銀行徵收之費用後取用該等資料;(b)要求銀行改正有關本人/吾等任何不正確之資料;(c)確定銀行就有關個人資料之政策及常規;(d)要求銀行通知本人/吾等例行程式下披露予信用參考公司及在未能還清債務時披露予收債公司之資料專案;(e)要求銀行提供進一步資料予本人/吾等以讓本人/吾等向有關信用參考公司或收債公司要求取用資料及改正資料;及(f)要求銀行停止使用本人/吾等之個人資料作市場推廣用途而不收取任何費用。
- 4.5 本人/吾等同意銀行可向已發出或建議為保證本人/吾 等債務發出擔保書或第三方保證之任何人士提供所保 證的責任之合同或合同撮要 向本人/吾等發出的正 式催繳逾期付款通知書 本人/吾等賬戶月結單及銀 行認為適當的本人/吾等的其他資料。
- 4.6 本人/吾等茲保證在給予銀行本人/吾等諮詢人和閣下 按本第4條下所需而披露其個人資料的任何其他第三 方之姓名及其他個人資料前將先取得該等人士之同 意。
- 4.7 本人/吾等保證本人/吾等向銀行提供的所有資料均自 願提供,而有關資料在任何方面均為真實 正確及完 整。
- 4.8 本人/吾等承諾適時(而無論如何在有關變更後 30 個 曆日內)以書面通知銀行有關在銀行記錄的地址或聯 絡電話號碼或其他個人資料(包括關於第 4.2 條所述 的人士的資料)的任何變更。
- 4.9 本人/吾等豁免就銀行行使其在本第 4 條下的權利而 披露的資料或資訊的任何保密要求。

#### 5. 同意扣減和扣起款項及暫停交易

5.1 本人/吾等確認及同意,即使此等一般條款或任何特別條款有任何其他規定,銀行根據一般條款或任何特別條款支付的任何款項,將須按外國法規定下所需而

被扣起和扣減。根據第5.1段被扣起的任何款項可於 銀行按其全權酌情權所決定的戶口或方式持有。

- 5.2 銀行將無須對因銀行行使其於本第 5.1 段項下的權利 而蒙受的任何所扣税項補足、損失或損害賠償承擔責 任。
- 5.3 本人/吾等確認及同意,為履行銀行於包括任何外國 法規定項下的法律義務而需要的話,銀行可延遲、暫 停、轉讓或終止任何交易、付款或指示。

#### 6. 抵銷權及資金運用

- 6.1 本人/吾等同意除了任何一般留置權或在法律下銀行 享有的類似權利,銀行可於任何時候在沒有事先通知 下將本人/吾等任何或所有賬戶(無論位於何處)與本 人/吾等欠付銀行債務(若吾等為一所公司,則與本公 司集團 任何分公司或附屬公司欠付銀行之債務)結 合或綜合,並將本人/吾等任何賬戶結餘的金額抵銷 或轉移以清償上述欠付銀行不論爲基本 附屬 各別 共同或以其他貨幣為單位的債務。並且,若某些欠 款未到期支付或因某些待發事件尚未需要償還,銀行 有權暫停支付相等於欠款額的賬戶存款給本人/吾 等,直至欠款到期支付或此待發事件發生為止。就此 目的以及在此等一般條款內使用本辭彙的任何其他目 的而言,「集團公司」及「附屬公司」二詞就等同公 司條例所給予的意思。
- 6.2 銀行有權在支付款項時或其後的任何時間撥用支付予 銀行或在其他情況下銀行管有或控制本人/吾等之賬 戶以償還本人/吾等銀行認為恰當之債務部份之任何 款項。任何該等撥用款項均淩駕本人/吾等任何以往 宣稱之款項撥用。

#### 7. 投資資料

- 7.1 儘管銀行向本人/吾等提供任何資料 建議或文件, 然而本人/吾等完全明白本人/吾等通過使用任何服務 所進行的任何交易最終按照個人之判斷及酌情決定權 所進行。
- 7.2 本人/吾等要求銀行就其認為本人/吾等有興趣之投資 機會聯絡本人/吾等。然而,本人/吾等明白銀行無須 向本人/吾等提供任何金融 市場或投資資料或建

議;即使銀行提供該等資料或建議,並不代表銀行作 為投資顧問。

- 7.3 銀行傳達本人/吾等之任何資料或建議均源於銀行認為可靠的資料來源,並只供本人/吾等使用及考慮, 而不構成向本人/吾等要約出售。
- 7.4 本人/吾等同意如銀行未有疏忽,銀行無須就銀行提 供任何不準確或不全面的資料,或在收到該等資料後 本人/吾等進行任何交易的表現或結果而負上責任。
- 7.5 銀行提供本人/吾等有關匯率 利率 股票價格或其 他類似的資料只供本人/吾等參考,除非銀行確認交 易,銀行不會受此約束。

#### 8. 費用及手續費

- 8.1 銀行可就提供任何服務收取費用或手續費,銀行所收 取的費用及手續費將詳列於不時公佈的收費表及展示 於銀行分行中。本人/吾等可要求索取收費表。銀行 可事先通知本人/吾等按其酌情修訂適用於本人/吾等 使用之任何服務之費用及手續費。收費表所列以外的 費用將本人/吾等申請該等費用適用的服務時另行通 知本人/吾等。本行可在本人/吾等賬戶中扣除該等費 用及手續費。
- 8.2 在下列情況下,銀行可收取服務費:
  - (a) 本人/吾等任何結餘少於銀行當時訂明的最低結 餘額之賬戶;
  - (b)本人/吾等在銀行訂明的任何期間內,本人/吾等 於銀行持有的任何賬戶的每日總平均結餘款額 (由銀行確定)低於銀行當時指定的限額。
  - (c)本人/吾等的任何賬戶連續在銀行當時訂明的期間內沒有進行任何交易(支付利息或繳交任何費用或手續費則除外),不論賬戶結餘多少。
- 8.3 若本人/吾等透支本人/吾等之賬戶,銀行可按照其不時發佈的收費表徵收罰款或其他收費。
- 8.4 銀行保留根據銀行的監管機構不時所訂定的規則對所 有賬戶收取存款費用之權利。

- 8.5 銀行可將其費用或收費包括在銀行向本人/吾等所報 或代本人/吾等交易之投資價格或利率內,銀行並可 為本身利益保留該筆費用或收費。銀行可就有關替本 人/吾等進行任何交易接納回佣,費用及從任何人士 取得任何形式的付款,並為了銀行本身利益保留該筆 款項。
- 8.6 本人/吾等將彌償銀行就由於與執行此等一般條款或 任何特別條款下其權利所招致之所有合理費用及開支 (包括合理法律費用)。

#### 9. 存款及提款

- 9.1 除非銀行按其酌情決定另行允許,凡存入本人/吾等 賬戶的支票及其他票據須由銀行酌情決定是否接受, 支票或票據的入賬須待於銀行辦公時間內兑現後方能 作實,除非直至該等款項已由銀行於銀行辦公時間內 正式收取及倘若以匯款形式入賬則在銀行於銀行辦公時間內從有關銀行收到匯款確認(以較遲者為準),否 則任何存入任何本人/吾等衍生利息之賬戶的款項均 不會獲得利息。銀行有權在本人/吾等之賬戶扣除有 關的手續費 費用及支出,以及其後不獲兑現而遭退 回的票據的價值。銀行以匯款形式就本人/吾等之賬 戶收到的款項,將會在銀行收到有關銀行的匯款確認 後的合理時間內存入本人/吾等之賬戶。
- 9.2 如經匯款或第三者指示存入款項,而其貨幣不同於所 指定存款賬戶的貨幣時,則銀行可有酌情權在無須發 出通知予本人/吾等的情況下按照銀行當日的現行匯 價將款項兑換為有關賬戶的貨幣。
- 9.3 所有提款或投資只會在本人/吾等有足夠之結算金額 於有關賬戶才會進行。若銀行在假設有關賬戶將進行 結算但仍未結算的情況下進行,該等提款或投資金額 將在銀行要求下由本人/吾等即時彌償銀行。所有銀 行購買或貼現的支票或票據均按此進行。
- 9.4 本人/吾等承擔送交款項之全部風險,而銀行對在傳遞 任何訊息時或由於任何無線電訊 電報公司 銀行或 其通信者代理或其僱員之錯誤理解或銀行控制範圍以 外的任何其他因素而可能發生之毀壞 中斷 遺漏 錯誤 疏忽 過失 延誤 款項減值或未能提供款項 將不負任何責任。

- 9.5 本人/吾等於銀行之香港分行所維持之賬戶只可在香 港提取款項;惟若銀行同意,可於香港以外銀行之其 他分行提款。
- 9.6 除非及直至銀行已收到責任或債務之貨幣金額全數, 否則任何繳付銀行之款項均不會解除本人/吾等之責 任或債務。若本人/吾等欠付銀行為一種貨幣(「第一 貨幣」),而銀行所收取的為另一種貨幣(「第二貨 幣,),本人/吾等就所履行之責任只會在銀行按照一 般銀行程式以第二貨幣購買與該金額相等之第一貨 幣;若所購買第一貨幣之金額(在扣除任何兑換費用 及其他有關費用後)為少於所欠之金額,本人/吾等必 須向銀行彌償有關之差額。若本人/吾等在銀行要求 下未能支付兑换為港幣以外的貨幣,銀行可有酌情權 在無須發出通知予本人/吾等的情況下於其後任何時 間購買銀行認為必須或足以涵蓋按照當時的即期匯率 (由銀行確切地決定)以港幣購買該貨幣以支付本人/ 吾等之義務及債務。本人/吾等茲同意就本人/吾等購 晋省幣所招致之費用以港幣全數彌償銀行。

#### 10. 聯名賬戶及合夥人賬戶

- 10.1 就有關兩位或以上人士開立之賬戶,(a)聯名賬戶持有 人就有關賬戶與銀行之所有協定 義務,權力及債務 均為共同及各別的;(b)在根據適用法律的前提下, 在任何聯名賬戶持有人逝世時,該賬戶之結餘(若有 任何)及聯名賬戶持有人賬戶持有的任何種類之投資 及財產須歸於尚存者所擁有。若任何賬戶之戶名包含 超過一位人士之名稱,不論有關人士之名稱以分離的 連結的或其他形式於戶名中出現,該賬戶應被視為 有關人士以聯名賬戶形式開立。任何明示予以支付給 吾等或吾等任何一人或給予吾等或吾等任何一人名下 之任何賬戶的支票 償付工具或款項均可入賬於此聯 名賬戶。
- 10.2 倘若吾等為合夥人,(a)吾等各人之協定 責任 權利 權力及債務須為共同及各別;(b)此等一般條款及 任何適用的特別條款須對吾等仍有約束力,即使由於 合夥人逝世 破產 退休 傷殘或加入新合夥人使吾 等之憲章 姓名或會員有任何更改,或發生任何其他 可解散合夥或影響在此條款下吾等之責任的事故;(c) 當任何合夥人因為死亡或其他原因終止為吾等夥伴的 合夥人,銀行可在沒有收到吾等 吾等任何一人或吾 等任何一人的遺產承辦人或信託人否決的指示之情況

下,將其他在世或持續的合夥人或其他合夥人視為擁 有繼續吾等合夥人之生意的全部權力。

#### 11. 對第三方的保障

- 11.1 本人/吾等同意在按此等一般條款欠付銀行任何債務 (現時及將來 共同或各別 直接或間接或實有或或 有的)的期間,不可抵押 轉讓 出售 轉移,或處 置本人/吾等賬戶或銀行代本人/吾等保管任何本人/ 吾等之資產或其所得的任何部份的權利,或對其設置 任何產權負擔或第三方權益。
- 11.2 本人/吾等不可撤回地委任銀行為本人/吾等之代理, 及以本人/吾等之名義或在其他情況下代表本人/吾等 簽署 交付 完成及作出所有規定或銀行認為適合履 行根據一般條款或任何特別條款下的義務及任何特別 條款下給予的保證下之義務之文件 行為及事物。本 人/吾等確認及追認,及同意確認及追認委託人合法 地簽署或作出的任何文件 行為及事物。

#### 12. 債務之限制

- 12.1 本人/吾等同意除非屬疏忽或故意過失及根據上述第 2.5 段,銀行無須對任何本人/吾等賬戶或銀行提供之 任何服務之作為或遺漏作為而負上任何責任,包括下 列各項:
  - (a) 本人/吾等之賬戶之運作及銀行提供之任何服務;
  - (b) 由於任何原因限制或影響任何服務之提供;
  - (c) 任何通訊者 經紀 代理 託管人或牽涉入任何 交易之其他方之作為 遺漏作為 疏忽或過失;
  - (d) 銀行按照此等一般條款依據任何銀行真誠相信為 本人/吾等或本人/吾等有關之授權簽署人發出之 指示,儘管該等指示有任何錯誤 誤解 詐騙或 欠缺清晰;
  - (e) 由於兑換或轉讓之限制 要求 非自願轉讓 戰 爭或罷工 或銀行控制範圍以外其他類似原因而 引致款額減值或未能動用。

12.2 在任何情況下銀行均無須為本人/吾等之利益損失 間接 特別或相應之損害而負上責任。

#### 13. 彌償

在並無限制本人/吾等根據任何安排或協定(包括(但 不限於)一般條款和任何特別條款)向銀行或銀行的集 團公司的任何成員提供的任何其他彌償的情況下,本 人/吾等同意就銀行或銀行的集團公司的任何成員因 本人/吾等提供含誤導成分或錯誤的資料,或並無遵 守此等一般條款或任何特別條款的任何規定而蒙受或 招致的任何損失或成本費用,包括税項、利息或罰金 向銀行或銀行的集團公司的任何成員作出彌償。銀行 有權從其管有或控制的本人/吾等的資產或本人/吾等 在其開立的任何戶口中,扣起、保留或扣減其釐定為 足夠的有關部分或有關金額,以彌補本人/吾等在本 條下可能結欠的任何款項。儘管本人/吾等與銀行的 銀行業務關係終止,此項彌償將繼續。

#### 14. 負債證明書

- 14.1 由銀行所發出列明本人/吾等到期須支付銀行之金額,利率及於指定時間之匯率之證明書就所有用途包括用於法律程式上均為最終及不可推翻的。
- 14.2 除非(a)銀行未對任何該等電腦記錄 縮微膠捲 賬目 及記錄作出合理技能及謹慎處理;(b)任何該等電腦 記錄 縮微膠捲 賬目及記錄之內容是由於銀行之任 何僱員或代理之偽造或詐騙行為所得出;(c)任何該等 電腦記錄 縮微膠捲 賬目及記錄之內容是由於銀行 或其任何僱員或代理之故意過失或嚴重疏忽所得出 的,否則,由銀行保存有關本人/吾等之交易記錄(包 括載有電腦 縮微膠捲 賬目及銀行之其他記錄)須 構成不可推翻之證據。
- 14.3 銀行可委託收賬公司收取任何本人/吾等欠付銀行之 任何逾期款項。
- 14.4 本人/吾等明白本人/吾等於信貸期限內在還款或供款 方面有任何困難,應儘快通知銀行。

#### 15. 其他

15.1 若此等一般條款所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效不合法或未能執

行,其他條文的有效性 合法性及可執行性在任何方 面均不受影響或損害。

- 15.2 (a) 銀行 本人/吾等及其個別的繼承人均受益於及 受到此等一般條款及任何特別條款的約束,及在 根據本第 15.2 段的前提下,銀行某些或所有權 益或義務獲批准的承讓人或受讓人亦受此等一般 條款及任何特別條款的約束。
  - (b)本人/吾等不可轉移或轉讓此等一般條款及任何 特別條款中本人/吾等的權利或義務。
  - (c) 銀行可轉移此等一般條款及/或任何特別條款中 所有或部份銀行的權利 利益及義務,並向有可 能的受讓人或打算就此與銀行進行合約安排的任 何其他人士披露銀行認為合適用作該等合約安排 之用的本人/吾等的資料。
- 15.3 本人/吾等確認及同意本人/吾等會為本人/吾等的税務事項負上全責。本人/吾等完全理解,並有責任遵守任何對本人/吾等有管轄權的國家或地方的法律、税務、外匯管制或規管的義務。本人/吾等確認本人/ 吾等已經、並會繼續遵守所有相關法規及不會以本人/ 吾等的中信銀行(國際)賬戶進行與非法活動有關的任何交易、或協助及教唆、或幫助清洗相關資產,其中 包括但不限於逃税、販毒、任何可公訴罪行、洗黑錢或與恐怖分子交易。本人/吾等知悉銀行會篩查和監察本人/吾等的税務狀況和交易活動,以符合有關反洗錢審查的法律及監管要求。
- 15.4 本條款不適用於《證券及期貨事務監察委員會持牌人 或註冊人操守準則》所界定的法團專業投資者(前提是 銀行已遵從該操守準則第15.3A及15.3B段的規定)或機 構專業投資者。假如銀行向本人/吾等招攬銷售或建議 任何《證券及期貨條例》所界定的證券、期貨合約或 槓桿式外匯交易合約(「適用金融產品」),該適用金 融產品必須是銀行經考慮本人/吾等的財政狀況、投資 經驗及投資目標後而認為合理地適合本人/吾等的。此 等一般條款的其他條文、任何其他有關特別條款或其 他銀行可能要求本人/吾等簽署的文件及銀行可能要求 本人/吾等作出的聲明概不會減損本條款的效力。就本 條款所指的「槓桿式外匯交易合約」,其只適用於由 獲得發牌經營第3類受規管活動的人所買賣的該等槓 桿式外匯交易合約。

- 15.5 銀行未有或延遲行使此等一般條款或任何特別條款的 任何權利 權力或特權不應視作放棄該等權利,而只 是單一或部份行使 執行或放棄任何該等權利 權力 或特權亦不會妨礙銀行作進一步行使 執行有關權利 權力或特權,或行使或執行此等一般條款中的任何 其他權利 權力或特權。
- 15.6 本人/吾等茲同意於任何時間及不時可在本人/吾等支 付費用下即時簽署,蓋章或送達所有進一步之文件, 並採取所有必須或銀行要求送至此等一般條款或特別 條款之目的之進一步行動。
- 15.7 倘若此等一般條款或任何特別條款之中英文版有任何 意義差歧,均以英文版本為准。
- 15.8 本人/吾等應不時向銀行提供本人/吾等現時的合夥人 董事 公司秘書或主管(視乎所屬情況而定)之名 單,而銀行可繼續視最新收到的名單為正確的名單。
- 15.9 此等條款並無規定銀行必須提供或繼續任何銀行設備 或其他融通或服務予本人/吾等。銀行可在給予合理 通知予本人/吾等終止此等一般條款及任何特別條 款。終止此等一般條款將自動終止所有特別條款,惟 終止任何特別條款將不會終止此等一般條款或任何其 他特別條款。
- 15.10 本人/吾等與銀行之間的任何解除 和解 轉讓 付款或撤銷均為條件任性的,該條件為有關本人/吾等對銀行之債務或義務之抵押 產權處置或款項均不會憑藉現時仍有效有關公司解散 無力償債 債務重組或債務安排有效的法例或其他原因而撤銷 被令放棄支付 退款或减少;而銀行有權向本人/吾等或任何其他有關人士追討該等抵押產權處置或尤如該等解除 和解 轉讓 付款或撤銷並無進行之款項。
- 16. 修改
- 16.1 銀行於任何時間均可根據適用守則及指引之規定給予 事先通知下將此等一般條款或適用於本人/吾等所申 請或使用之任何服務(包括任何適用之費用或收費)之 特別條款進行刪除 取替 增加或更改。
- 16.2 銀行可於任何時間增加任何新服務或刪除任何現有之服務。在本人/吾等要求下,可從銀行取得銀行於某一特定時間根據此等一般條款所提供的服務總覽表及 其適用之特別條款。

#### 17. 通知

- 17.1 由本人/吾等向銀行發出之任何通知或指示須為不可 撤回,並在銀行正式收到才為有效。
- 17.2 任何規定由銀行發出之通知若已寄往收件人之銀行所 知最後之地址予本人或吾等任何一人均視為已經發 出。任何由銀行派專人送達之通知須在送達時已視為 發出。任何由銀行以預支郵費信件所發出之通知須郵 寄後便視為已即時發出。任何以傳真 電郵或其他情 況下通過互聯網所發出之通知須視為在傳送後已經發 出。
- 17.3 若月結單及通知書應發送往之地址有任何更改,本人 /吾等將即時以書面通知銀行。除非該等更改已妥為 存入銀行記錄,否則均會視為無效。

#### 18. 第三者權利

除此等一般條款另有明文訂明外,此等一般條款訂約 方以外的任何人士概不可按照《合約(第三者權利)條 例》(香港法例第 623 章)的規定強制執行此等一般條 款的條款或享有其利益。倘此等一般條款的任何條文 明確賦予任何第三方權力根據《合約(第三者權利)條 例》執行此等一般條款任何條款,則協議訂約方保留 權利可在毋須該第三方同意的情況下修改該條款或此 等一般條款任何其他條款。

#### 19. 管治法律及司法管轄權

- 19.1 除此等條款或有關特別條款所載之明確條文另有規定 外,此等一般條款及所有特別條款均受香港特別行政 區之法律所管治及據其解釋。
- 19.2 每項交易或其基本投資或工具須受制於進行上述交易 或投資或所處之司法管轄區之法律,以及所有有關政 府 其他規管團體及代理之規則 規例 準則 政策 及指引。
- 19.3 本人/吾等茲此不可撤回地接受香港特別行政區法院 之非獨有司法管轄權。

最後更新:2017年6月



# 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

除非文義另有規定,以下詞語在本通告內應具 有如下涵義:

「銀行」指中信銀行 (國際) 有限公司;

「客戶」應具有第二段賦予該詞的涵義;

「集團」指銀行、銀行的任何附屬企業和/或它 們各自的任何關聯或聯繫企業、銀行的任何直 接或間接母企業、上述任何母企業的任何附屬 企業和/或它們各自的任何關聯或聯繫企業。 為免產生疑問,這亦包括在中國中信集團有限 公司的集團內的企業(「附屬企業」、「母企 業」和「企業」應具有《公司條例》(香港法 例第32章)規定的涵義);

「香港」指中華人民共和國香港特別行政區;和 「條例」指《個人資料(私隱)條例》(香港 法例第486章)。

二、 個人資料的範圍 這包括銀行通過為著

這包括銀行通過為客戶(包括但不限於個人、 獨資經營者、合夥企業、公司及非法團組織客 戶)開立戶口、提供銀行信貸服務或任何服務 或在與客戶維持正常業務往來過程中所收集及 持有的所有客戶資料、賬戶詳情、交易記錄及 其他情況。

發給客戶的本通告中的各項規定亦應適用於(但 不限於)下列各項:(a)如為個人賬戶持有人、 聯名賬戶持有人或獨資經營者,有關的相關個 別人士,(b)如為合夥企業,合夥企業的每名合 夥人,(c)如為公司實體,任何就開立或操作戶 口之目的而向銀行提供任何個人資料的個別董 事、股東、高級職員或經理,(d)銀行向客戶批 出或將批出的任何銀行或信貸額度之任何擔保 人、提供抵押品的人士或保證人,及(e)任何在 開立戶口過程中或為銀行提供的任何服務的目 的而已向銀行提供資料的其他人士(統稱「客 戶」)。

三、 收集客戶資料的重要性 客戶在申請開立戶口或延續戶口、建立或延續 銀行信貸便利或要求銀行提供銀行服務時,需 要不時向銀行提供有關的資料。客戶倘未能向 銀行提供有關資料可能導致銀行無法開立或延 續戶口、處理信貸申請、建立或延續銀行信貸 便利或提供銀行服務。銀行可於延續銀行關係 的正常業務往來過程中收集客戶的個人資料, 如客戶簽發支票或存款,或以其他方式進行 為銀行所提供服務一部分的交易。銀行亦會向 第三方(包括客戶因銀行產品及服務的推廣以 度商)收集與客戶有關的資料(包括從獲核准 加入多家個人信貸資料服務機構模式的信貸 資料服務機構(以下簡稱「信貸資料服務機 構」)接收個人資料)。

四、 收集客戶資料的目的及用途

- 有關的客戶資料將可能會用於下列用途:-
- i) 考慮及評估客戶有關銀行產品及服務的申請;
- ii) 為提供銀行服務和信貸便利給客戶之日常 運作;
- iii) 為申請銀行服務或信貸便利作信貸檢查及 定期或特別覆核,一般每年進行一次或 多次;
- iv) 建立及維持銀行的信貸評分模式;
- v) 協助其他在香港獲核准加入多家個人信貸 資料服務機構模式的信貸提供者(以下簡 稱「信貸提供者」)進行信用檢查及追 討欠債;
- vi) 確保客戶維持可靠信用;
- vii) 設計供客戶使用的財務服務或有關產品;
- viii) 確定及制定提供客戶的服務策略;
- ix) 推廣服務、產品及其他標的,銀行或會從有 關的服務及產品中收取報酬(詳情請參閱以 下第八段),有關推廣活動不一定與開立 戶口或延續戶口及建立或延續銀行信貸便 利或提供銀行服務直接有關;
- x) 確定銀行對客戶或客戶對銀行的債務;
- xi) 向客戶及為客戶提供擔保或抵押的人士追 收欠款;
- xii) 達成或遵守按照以下事項適用於銀行、集 團的任何其他成員和/或其各自的分行或 辦事處或其被期望達成或遵守的有關於披 露及使用資料的任何義務、規定或安排:-
  - (a) 不論於香港境內或境外及不論目前或 將來存在的對銀行、集團的任何其他 成員和/或它們各自的任何分行或辦 事處具法律約束力或適用的任何法律、 規則或規例(例如,《税務條例》及

其條文,包括關於自動交換財務帳 戶資料之條文);

- (b) 不論於香港境內或境外及不論目前或 將來存在的而銀行、集團的任何其 他成員和/或它們各自的任何分行或 辦事處有責任、規定、被告知、獲 建議或預期須遵守的任何法律、監 管、政府、税務、執法或其他機關, 或金融服務供應商的自律監管或行 業組織或協會作出或發出的任何通知、指示、指引或指導(例如,税務 局作出或發出的指引或指南,包括 關於自動交換財務帳戶資料的指引 或指南);及
- (c) 銀行、集團的任何其他成員和/或它 們各自的任何分行或辦事處因其位於 或跟相關本地或外地的法律、監管、 政府、税務、執法或其他機關,或自 律監管或行業組織或協會的司法管轄 區有關的金融、商業、業務或其他利 益或活動,而向該等本地或外地的法 律、監管、政府、税務、執法或其他 機關,或金融服務供應商的自律監管 或行業組織或協會承擔或被彼等施加 的任何目前或將來的合約或其他承諾,

包括但不限於向對銀行、集團任何其他成 員和/或它們各自的任何分行或辦事處具有 司法管轄權或與其簽署合約或其他形式之 協議的任何有關監督機構、監管機構、税 務機構或其他管轄機構作出披露;

- xiii) 遵守集團為符合制裁或預防或偵測清洗黑 錢、恐怖分子融資活動或其他非法活動的 任何方案就於集團內共用資料及資訊及/或 資料及資訊的任何其他使用而指定的任何 義務、要求、政策、程序、措施或安排;
- xiv)促進集團的綜合監管,包括但不限於進行 內部審計及履行風險管理;
- xv)使銀行的實際或建議承讓人、或銀行對客 戶的權利的參與人或附屬參與人評核意圖 成為轉讓、參與或附屬參與的交易;
- xvi)備存客戶之信貸記錄(不論客戶及銀行或 資料收集人有否存在任何關係)以作現時 及將來之參考用途;及
- xvii) 一切直接與上述有聯繫、有附帶性及有關 的用途和客戶可能不時同意的其他用途。

五、資料保密 客戶資料絕對保密,(但若《中華人民共和國 個人信息保護法》(「個人信息保護法」)適用 於本行處理和/或使用客戶資料,僅在獲得客 戶的單獨同意的情況下),銀行或接收者可能 會就第四段列明的其他用途而把有關資料提 供給下列人士(不論在香港或香港以外):-

- i) 任何中間人、承包商、或向銀行提供行政、電訊、電腦、支付、證券結算、收 賬或其他和銀行業務運作有關的服務之 第三者服務供應人;
- ii) 任何對銀行資料有保密責任的人士(該等人士為促進銀行所提供,與銀行不時向其客戶提供、要約或給予的服務相關的銀行、投資、信貸或其他類型的服務)或集團任何成員(包括上述人士或成員、其各自的高級職員、僱員、代理和代表);
- iii) 付款銀行向出票人提供已付款支票的副本 (而其中可能載有關收款人資料);
- iv) 客戶因申請銀行產品及服務而選擇接觸的 第三方服務供應商;
- v) 客戶因其他銀行及金融服務供應商向其提 供服務而選擇提供本行所持有的其資料 的其他銀行及金融服務供應商;
- vi) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者), 而在客戶欠賬時,則可將該等資料提供給收數公司;
- 銀行、集團任何其他成員和/或它們各自的 vii) 任何分行或辦事處在對其本身或它們具有 約束力或適用的任何法律、規則或規例要 求下有責任、規定、被告知、獲建議或預 期須向該人、組織或主管機構作出披露的 任何人、組織或主管機構,或銀行、集團 任何其他成員和/或它們各自的任何分行 或辦事處有責任、規定、被告知、獲建議 或預期須遵守根據或為符合任何法律、監 督、監管、政府、税務、執法或其他機關, 或金融服務供應商的自律監管或行業組織 或協會作出或發出的任何通知、指示、指引 或指導或與其簽署的協議,或根據銀行、 集團任何其他成員和/或它們各自的任何 分行或辦事處向本地或外地的法律、監督、 監管、政府、税務、執法或其他機關,或 金融服務供應商的自律監管或行業組織或 協會的任何合約或其他承諾(以上不論於 香港境內或境外及不論目前或將來存在的),

而有義務或以其他方式被要求向其披露該 等資料的任何人士,

包括但不限於向對銀行、集團任何其他成員和/或它們各自的任何分行或辦事處具 有司法管轄權或與其簽署合約或其他形式 之協議的任何有關監督機構、監管機構、 税務機構或其他管轄機構作出披露;

- viii)任何發生或建議發出保證或第三方保證以 保證或確保客戶之責任或法律責任之一方;
- ix) 任何銀行實際或建議中的承讓人、參與人、 附屬參與人或銀行對客戶的權利轉讓時的 承讓人,包括但不限於香港按揭證券有限 公司(以下簡稱「香港按揭公司」)或根 據銀行與香港按揭公司就銀行出售之按揭 或其他抵押而作出之合約安排下所規定或 所需之其他人士;
- x) (a) 集團各名成員;
  - (b) 第三者金融機構、保險商、信用卡公司、證券及投資服務供應人;
  - (c) 第三者獎賞、獎勵或優惠計劃供應人;
  - (d) 銀行及集團的其他成員的品牌合作夥伴(有關品牌合作夥伴的名字載於有關服務及產品的申請表格中);
  - (e) 慈善或非牟利機構;及
  - (f) 銀行就上述第四(ix)段聘請的外部服務 供應人(包括但不限於郵遞商、電訊 公司、電話銷售及直銷代理商、傳呼 中心、資料處理公司及資訊科技公司)。
- xi) 銀通自動櫃員機服務有限公司(以下簡稱 「銀通」)、銀行網絡內任何櫃員機之經 營者及簽發在銀通網絡內使用櫃員機卡之 其他發卡者。
- 六、 轉移資料往香港以外地區

銀行可能為不同的目的(如處理及儲存)不時 將客戶的資料轉移往香港以外地區。若個人信 息保護法適用於銀行處理和/或使用客戶資料, 本行將徵求客戶針對該等跨境傳輸活動的單獨 同意。該等資料可按照適用於有關司法管轄區 的當地法律、規則及規例予以披露、處理、貯 存或維持。

七、 若個人信息保護法適用於銀行處理和/或使用 客戶資料,本行將在和第三方共享客戶的個 人資料前,告知客戶接收方的姓名和聯繫方 式、處理和提供客戶個人資料的目的和方式, 以及將要提供和分享個人資料的種類,並徵 求客戶對共享其個人資料的單獨同意。前述 的個人資料接收方將僅為實現本通知下規定 的具體目的所需的範圍內使用個人資料,並 在實現目的所需的最短時間內保存個人資料, 或(若個人信息保護法適用於銀行處理和/或 使用客戶資料)按照個人信息保護法的要求。

八、 在直接促銷中使用資料 銀行把和/或擬把客戶資料用於直接促銷,而銀 行為該用途須獲得客戶同意(包括表示不反對)。 就此,請注意:

- ) 銀行可能把銀行不時持有的客戶姓名、聯 絡資料、產品及服務組合資料、一般銀行、 投資及保險有關交易模式及行為、財務、 投資及保險經驗及背景、風險分析及人口 統計數據用於直接促銷;
- ii)可用作促銷下列類別的服務、產品及促銷 標的:
  - (a) 財務、信貸額度、保險、投資、信用 卡、銀行及相關服務及產品;
  - (b) 獎賞、客戶或會員或優惠計劃及相關 服務及產品;
  - (c) 銀行合作品牌夥伴提供之服務及產品 (該等合作品牌夥伴名稱會於有關服 務及產品的申請表格上列明);及
  - (d) 為慈善及/或非牟利用途的捐款及捐贈;
- iii) 上述服務、產品及促銷標的可能由銀行及/ 或下列各方提供或(就捐款及捐贈而言) 徵求:
  - (a) 集團任何其他成員或其任何分行或辦 事處;
  - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商;
  - (c) 第三方獎賞、客戶或會員、合作品牌 或優惠計劃供應商;
  - (d) 銀行及集團任何其他成員和/或它們各 自的任何分行或辦事處之合作品牌夥 伴(該等合作品牌夥伴名稱會於有關 服務及產品的申請表格上列明);及
  - (e) 慈善或非牟利機構;
- iv)除由銀行促銷上述服務、產品及促銷標的以外,銀行亦將和/或擬將以上第八(i)段所述的資料提供予以上第八(ii)段所述的 全部或任何人士,以供該等人士在促銷該 等服務、產品及促銷標的中使用,而銀行 為此用途須獲得客戶書面同意(包括表示 不反對);及
- v) 銀行可能因如以上第八(iv)段所述將資料 提供予其他人士而獲得金錢或其他財產的

回報。如銀行會因提供資料予其他人士而 獲得任何金錢或其他財產的回報,銀行會 於以上第八(iv)段所述徵求客戶同意或不 反對時如實通知客戶。

如客戶不希望銀行如上述使用其資料或將其資 料提供予其他人士作直接促銷用途,客戶可通 知銀行行使其選擇權拒絕促銷,就此客戶無須 繳付費用。在此情況下,客戶可填妥銀行或所 指定之文件並交回銀行或親臨銀行任何分行 或致電 2287 6767 聯絡銀行電話理財中心。

- 九、使用本行應用程式介面(「API」)向客戶的其他 銀行及第三方服務供應商轉移個人資料 本行可根據客戶向本行、向客戶提供服務的 其他銀行或客戶使用之第三方服務供應商(包 括其他金融服務供應商)所發出的指示,使用 本行的API向該等其他銀行及第三方服務供應 商轉移客戶的資料,以作本行、客戶的其他 銀行或第三方服務供應商所通知客戶的用途 及/或客戶根據條例所同意的用途。
- 十、 個人信貸資料
  - i) 就有關客戶(無論以借款人、抵押人或擔保人身份及無論以客戶個人名義或與他人聯名)於2011年4月1日當日或以後申請按揭的資料而言,銀行可以將如下關於客戶的資料(包括任何下述資料不時更新的任何資料)以銀行和/代理人的名義提供予信貸資料服務機構:
    - (a) 全名;
    - (b) 關於每項按揭的個人身份(即借款人、 抵押人或擔保人及無論以客戶個人名 義或與他人聯名作出);
    - (c) 香港身份證號碼或旅遊證件號碼;
    - (d) 出生日期;
    - (e) 通訊地址;
    - (f) 每項按揭的按揭賬戶號碼;
    - (g) 每項按揭的信貸種類;
    - (h) 每項按揭的按揭賬戶狀況(如生效、 已結束、已撇賬(因破產令導致除外)、 因破產令導致已撇賬);及
    - (i) (如有)每項按揭的按揭賬戶結束日期。

信貸資料服務機構會使用上述由銀行提供 的資料統計客戶(分別以借款人、按揭人 或擔保人身份及無論以客戶個人名義或與 他人聯名作出)不時於信貸提供者持有的 按揭宗數,於信貸資料服務機構的信貸 資料庫內讓信貸提供者共用(受限於根據 條例核准及發出的個人信貸資料實務守 則的規定)。

- ii) 根據條例及(若個人信息保護法適用於銀 行處理和/或使用客戶資料)個人信息保 護法的條款及根據條例發佈的個人信貸 資料實務守則,任何個人客戶有權:
  - (a) 審查銀行是否持有他/她的資料及有 權查閱有關的資料;
  - (b) 要求銀行改正有關他/她不準確的資料;
  - (c) 查悉銀行對於資料的政策及實際運用 及告知銀行持有關於他/她的個人資 料種類;
  - (d) 在與個人信貸有關的情況下,要求獲 告知那些資料是會向信貸資料服務機 構或收數公司例行披露,以及獲提供 進一步資料,藉以向有關信貸資料服 務機構或收數公司提出查閱和改正資 料要求;及
  - 對於銀行向信貸資料服務機構提供的 (e) 個人信貸資料(為免產生疑問,包括 任何賬戶還款資料),於悉數清償欠 款而終止戶口時,指示銀行向信貸資 料服務機構要求從資料庫刪除有關賬 戶資料,惟是項指示須於終止戶口後 5年內提出,而該戶口在緊接終止之 前5年內,並無拖欠還款超過60天的 記錄。賬戶還款資料包括上次到期的 還款額、上次報告期間所作還款額(即 緊接銀行上次向信貸資料服務機構提 供最後一次還款資料前不超過31天的 期間)、剩餘可用信貸額或未償還數 額(即過期欠款額及逾期還款日數、 清蒙過期欠款的日期和全數清蒙拖欠 超過60天的欠賬的日期(如有))。
  - (f) 若個人信息保護法適用於銀行處理 和/或使用客戶資料,要求本行刪 除客戶的個人資料;
  - (g) 若個人信息保護法適用於銀行處理和/ 或使用客戶資料,反對以某種特定方 式使用客戶個人資料;
  - (h) 若個人信息保護法適用於銀行處理和/ 或使用客戶資料,要求對處理客戶個 人資料的規則進行解釋説明;
  - (i) 若個人信息保護法適用於銀行處理和/ 或使用客戶資料,且滿足個人信息保 護法的要求的情況下,要求本行將您 向本行提供的個人資料轉移給您選擇 的第三方;

- (j) 若個人信息保護法適用於銀行處理和/ 或使用客戶資料,撤回對收集、處理 或轉移客戶個人資料的同意(客戶應注 意,客戶撤回他們的同意可能導致本 行無法開設或繼續開戶或建立或繼續 銀行的設施或提供的銀行服務);和
- (k) 若個人信息保護法適用於銀行處理和/ 或使用客戶資料,要求對自動化決策 過程中產生的決策進行解釋,以及拒 絕接受僅由自動化決策技術作出的決 定。

如出現關於戶口的欠款情況,除非拖 欠金額在由出現拖欠日期起計60天屆 滿前全數清環或撇賬(除了因破產令) 導致之外),否則其可由信貸資料機 構所持有的賬戶還款資料(按上文第 +(ii)(e)段的定義)將會在全數清還該 拖欠還款後繼續保留多至5年。

如客戶因被頒布破產令而導致戶口中 的任何金額被撇賬,不論其賬戶還款 資料(按上文第十(ii)(e)段的定義)是 否顯示有拖欠超過60天的欠賬,其可 由信貸資料機構持有的賬戶還款資料 會在全數清還該拖欠還款後繼續保留 5年,或由客戶提出證據通知信貸資 料機構其已獲解除破產令的5年止(以 較先出現的情況為準)。

iii) 杳閭個人信貸資料

銀行在考慮批出個人信貸或在檢討或續批 已批予任何客戶為借款人的個人信貸,或 任何其他人為借款人而有關客戶為擔保人 或押品提供者的個人信貸的過程中,或在 任何客戶作為借款人或擔保人或押品提供 者有拖欠情況時作合理監察有關客戶的債 務情況時,可不時查閱由信貸資料服務機 構持有的該客戶的個人信貸資料。特別是, 銀行可取閱客戶之個人信貸資料作為檢討 現有已批出的個人信貸,以協助銀行考慮 下列事項:

- (a) 增加信貸限額;
- (b) 對信貸作出限額(包括取消或減少信貸) 限額);
- (c) 對有關個人安排或實行債務償還安排。

倘若客戶希望從信貸資料服務機構查閱相 關信貸資料,銀行可於要求下給予客戶有 關信貸資料服務機構的聯絡資料。

- 十一、本行收集的部分資料可能構成個人信息保護法 下的"敏感個人信息",而只有在採取了嚴格的 保護措施且在處理行為具備充分必要性的前提 下,本行才會處理敏感個人信息。若個人信息 保護法適用於銀行處理和/或使用客戶資料,該 等敏感個人信息將在獲得客戶的單獨同意後才 進行處理。
- 十二、根據條例的規定,銀行有權就處理任何查閱資 料的要求收取合理費用。

十三、任何關於查閱或改正資料,或索取關於資料政 策及慣例或所持有的資料種類的要求,應向下 列人士提供: 資料保護主任 中信銀行(國際)有限公司 香港鰂魚涌英皇道979號 太古坊太古坊二座30樓 傳真:2258 2615

- 十四、本通知不會限制客戶在條例和個人信息保護法 下所享有的權利。
- 十五、條例下賦予的任何權利只適用於個人客戶。
- 十六、本通知的中、英文版如有歧義,概以英文版為 準。
- 十七、本通知將成為客戶與銀行或將與銀行訂定之所 有合約、協議、信貸函、賬戶管理委托及其他 約束性安排之一部份。
- 十八、本行或向信貸資料服務機構查閱有關客戶的信 貸報告用以考慮客戶之任何信貸申請。若客戶 有意索取有關信貸報告,本行會提供有關信貸 資料服務機構的聯絡詳情。

二零二四年十月

## 電子結單及電子通知書服務的風險

- 客戶須配備適當的電腦設備和軟件、接達互聯網,及提供和指定一個電郵地址,方可使用本行的電子結 單及電子通知書服務。
- 互聯網及電郵服務可能涉及若干資訊科技風險及出現中斷。客戶須明白並接納本服務可能涉及的所有風險。該等風險包括電子通訊可能被攔截、監控、修改、干預或未經客戶等授權向他人披露。
- 3. 客戶或招致額外費用方可使用電子結單及電子通知書服務。
- 電郵將會是客戶獲通知電子結單或電子通知書上載至本行網上銀行的唯一途徑,故客戶應定期查看其指 定電郵地址以收取有關通知。
- 同意以透過本行網上銀行獲提供電子結單及電子通知書的客戶如欲撤銷同意,須按照本行的安排進行並 給予合理的事先通知。
- 客戶如要取得不可再透過本行網上銀行取覽及下載的任何電子結單及電子通知書件的列印本,或須繳付 合理費用。

## 重要提示

- 當電子結單或通知書已上載至本行網上銀行時,本行將發出電郵至客戶所指定之電郵地址通知客戶。請 確保閣下在本行紀錄的電郵地址正確,以便收取有關通知。
- 客戶收到本行的通知後,應從速查閱登載於本行網上銀行的電子結單及電子通知書內容,以確保在切實 可行的範圍內盡快發現任何錯漏,如有任何錯漏,應盡快通知本行。

本電子結單及電子通知書服務條款及細則是本人/吾等同意遵守的「一般條款」內提及的一系列特別條款及細則。 本人/吾等可能不時使用中信銀行(國際)有限公司(「銀行」)提供的電子結單及電子通知書的服務(「服 務」),並同意此服務將受限於本條款及細則、「一般條款」、「網上理財服務條款」以及本人/吾等就此與銀行 同意的其他條款及細則。本人/吾等可以於銀行網址 www.cncbinternational.com 查閱本條款及細則、「一般條 款」及「網上理財服務條款」。

1. 定義與釋義

1.1 在本服務條款及細則中,下列詞語和表述應具有下述含義:

(a)"戶口" 指閣下在銀行開立的戶口;

(b)"通知書" 指銀行就任何本行提供的戶口、服務或產品而不時以紙張形式發出或提供的任何通知書、報告、確認 書、收據、記錄、認收書、通知、訊息或通訊,但不包括結單;

(c)"電子通知書"指本行就此服務不時以電子形式發出或提供的通知書;

(d) "電子通訊" 指電子結單或電子通知書〔或兩者〕;

(e) "電子結單" 指本行就此服務不時以電子形式發出或提供的結單;

(f) "香港" 指中華人民共和國香港特別行政區;

(g) "網上理財服務" 指銀行不時提供的任何電子或互聯網理財服務,此等服務能使本人/吾等在銀行不時指定的網 站或通過互聯網或通過銀行不時規定的其他方式向銀行發出指示及/或獲取銀行發出的資訊;

(h) "服務" 指銀行可按本條款及細則提供的電子結單及電子通知書服務;

(i) "結單" 指銀行就任何提供的戶口、服務或產品而不時以紙張形式發出或提供的任何結單, 但不包括通知書; 及

(j) "電訊設備"包括手提電話、手提電腦、桌面個人電腦、掌上型電腦、個人數碼助理及任何其他電子媒體或設備。

## 2. 服務範圍

2.1 本人/吾等確保具備銀行有效的網上理財服務。本人/吾等使用銀行不時接納的電訊設備、電訊服務供應商及可接收及閱讀電子通訊的電腦軟件。

2.2 銀行會不時向本人/吾等提供電子通訊至本人/吾等的網上理財服務。

2.3 如電子通知書已提供至本人/吾等的個人網上理財服務,銀行無責任但可通知本人/吾等已提供最新的電子通知書。銀行可以發送訊息至本人/吾等在銀行記錄中的手提電話號碼或電郵地址(或兩者)通知本人/吾等。本人/ Page 1 of 4 第 1 頁, 共 4 頁 吾等確保在銀行記錄中的電郵地址及手提電話號碼時刻保持有效、最新及可接收到銀行發送的電子通訊及任何其他通訊。

2.4 成功申請使用本服務後,銀行可酌情但並無責任按本人/吾等要求以紙張形式提供相應結單或通知書。銀行 有權就提供相應結單或通知書向本人/吾等收取費用。

2.5 本人/吾等同意有責任定期審查本人/吾等的網上理財服務有否收到電子通訊。本人/吾等就每個電子通訊内 的記項或交易出現因任何人士冒簽或其他偽造、欺詐、未經授權或疏忽所引致的任何錯誤、遺漏、差歧、未經授 權的支賬或不當情況,本人/吾等同意從速通知銀行。如電子通訊中顯示任何指稱的錯誤、遺漏、差歧、未經授權 支賬或不當情況,本人/吾等應(如電子結單是信用卡電子結單)在發出電子結單後 60 日內或(就所有其他電子 結單)在本行發出電子結單及電子通知書後 90 日內通知銀行。本人/吾等明白如銀行未有在指定期間內收到本人/ 吾等任何該等通知,則該電子通訊即被視為正確、最終及具有約束力。

2.6 本人/吾等明白發送至本人/吾等的網上理財賬戶的電子通訊只會在銀行不時釐定的有限期內提供。銀行會定 期清除過去於網上理財賬戶內的電子通訊,即使本人/吾等未有查看、獲取或儲存該等電子通訊。本人/吾等確認 會儲存該電子通訊於本人/吾等的電腦儲存裝置中或打印一份電子通訊的印刷本以作日後參考之用。

2.7 本人/吾等明白存放於本人/吾等的網上理財服務的電子通訊,將在存放於本人/吾等的網上理財服務時被視 為已送達本人/吾等。

2.8 本人/吾等確認因本服務或與之有關而向銀行提供的所有資料於所有相關時間均屬完整、準確及最新。本人/ 吾等同意就資料的任何更改從速通知銀行。

2.9 如戶口由兩名或以上人士以聯名方式維持,即使本人/吾等就戶口向銀行指定不同的簽署安排,本人/吾等任 何人士均可單獨操作本服務。

2.10 銀行可在通知或不通知本人/吾等的情況下不時修改、增加或減少此服務提供的服務範圍。尤其銀行可不時 決定增加或減少包括在此服務内所提供為電子通知書或電子結單的通知書或結單之種類,及電子通訊的提供方法。

## 3. 保安

3.1 本人/吾等明白並接納本服務可能涉及的所有風險。該等風險包括電子通訊可能被攔截、監控、修改、干預 或未經本人/吾等授權向他人披露。

3.2 本人/吾等須負責電訊設備及/或電腦軟件的保安。本人/吾等必須採取所有合理的預防措施防止任何其他人 士獲取任何機密資料,包括向本人/吾等的電訊設備及/或電腦軟件下載的電子通訊。

3.3 本人/吾等不會跟隨載於電子通訊的網站地址或超連結,在屏幕上提供本人/吾等的戶口資料或個人資料。銀 行認可的所有網站地址及超連結只供本人/吾等參考,銀行不會要求本人/吾等透過該等方式提供資料。

3.4 本人/吾等會檢查電子通訊通知訊息發送人的電郵地址或網站地址,以確保通知訊息屬真確及由銀行發送。

3.5 如本人/吾等未能收取、獲取、閱讀或因條款 2.3 所提及的原因而未能收取任何通知訊息,或在收取、獲取或 閱讀銀行發出的任何電子通訊通知訊息時出現任何延誤或任何其他問題,本人/吾等必須從速以銀行不時接納的方 式通知銀行。

## 4. 責任限制與彌償

4.1 銀行不會因下列(或任何一種)情況而令本人/吾等可能招致或蒙受的任何損失、損害或開支而負責,包括 [a]因任何原因未有或延遲提供電子通訊(包括因任何電腦或電子系統或設備的故障或錯誤);〔b〕電子通訊 中任何錯誤或遺漏;〔c〕任何機密資料被披露;〔d〕因或有關本人/吾等使用服務而引致本人/吾等的資料、軟 件、電訊設備或其他設備有任何損失或損害;及〔e〕在任何其他情況下暫停或終止服務。

4.2 本行向本人/吾等提供的任何服務出現任何干擾、延誤或失誤(不論屬全面或局部),如屬於銀行或銀行的 代理或代名人的合理控制以外的原因或情況造成,則銀行無須對本人/吾等因而招致或蒙受的任何種類的任何損失、 成本或損害負責〔因銀行的過失或故意不當行為而起的任何此類作為或不作為除外〕。

4.3 本人/吾等承認,使用本服務存在若干安全、文件損壞、傳送錯誤和可獲取的風險,本人/吾等明確表示會承 擔此類風險。

4.4 對於因本服務條款及細則或因本人/吾等違反本服務條款及細則或因本服務條款及細則所述的任何其他事項 或交易而起或與之相關的任何作為、不作為或情況〔因銀行嚴重過失或故意不當行為而起的任何此類作為或不作 為除外〕,而可能在任何時間對銀行施加的或由銀行產生的或遭受的或主張的任何及所有索賠、要求、訴訟理由、 責任、損失、損害、費用和開支,本人/吾等在任何時間均應向銀行作出彌償、償付並應使銀行免受損失。

4.5 銀行並未保證或陳述通過網上理財服務提供的電子資訊均準確、充分、最新或無誤。通過網上理財服務提供 的電子通訊可能在螢幕或電子媒介的任何用戶手冊中標明須受限於免責條款或其他條款。如果本人/吾等信賴該資 訊,本人/吾等須遵守該等免責條款或其他條款。

5. 服務暫停或終止

5.1 銀行保留權利,在不論有否作出通知的情況下,當銀行認為有需要或適當的情況下,隨時及不時作出臨時或 永久性的修改、暫停或終止此服務〔或部份服務〕。尤其銀行會在本人/吾等終止使用網上理財服務時同時終止此 服務。

5.2 本人/吾等暫停或終止本服務僅在上述暫停或終止通知發給銀行且銀行有合理機會根據通知行事之後方才有效。

5.3 任何一方可在任何時間經提前 30 天書面通知終止本服務,但是如本人/吾等違反本服務條款及細則下任何義務,銀行可立即終止本服務無需發出通知。

5.4 本服務的暫停或終止不影響閣下與銀行之間於暫停或終止日期前各自的責任及權利。



6. 費用

6.1 本人/吾等同意按照銀行不時向本人/吾等發出的通知,支付銀行提供網上理財服務的費用(如有)。

6.2 銀行可提前至少三十(30)天通知本人/吾等,變更其收費、收費頻率和付款日期。

6.3 本人/吾等應支付通過網上理財服務與銀行進行溝通的所有費用(如有)。

## 7. 其他規定

7.1 銀行可在任何時間根據適用守則和指引的要求經事前書面通知本人/吾等,對本網上理財服務條款的任何規 定進行修訂或補償。如銀行在更本條款及細則的生效日期前仍未收到本人/吾等的通知在該更改的生效日期前終止 服務,本人/吾等即受有關更改約束。

7.2 除銀行另行書面同意的外,銀行的任何作為、不作為或拖延均不構成銀行放棄其在本服務條款細則下的權利或救濟。

## 8. 第三者權利

8.1 除本條款及細則另有明文訂明外,本條款及細則訂約方以外的任何人士概不可按照《合約(第三者權利)條例》(香港法例第 623 章)的規定強制執行本條款及細則的條款或享有其利益。倘本條款及細則的任何條文明確 賦予任何第三方權力根據《合約(第三者權利)條例》執行本條款及細則任何條款,則協議訂約方保留權利可在 毋須該第三方同意的情況下修改該條款或本條款及細則任何其他條款。

## 9. 法律與司法管轄

9.1 本服務條款及細則受香港法例管轄並按其解釋。雙方同意服從香港法院的非專屬管轄。

10. 適用文本

10.1 若中英文文本之間存在任何不一致,以本服務條款及細則的英文文本為準。

此等條款為本人/吾等同意受約束之一般條款中所指的特別條款。本人/吾等可不時申請自動櫃 員機提款卡(「提款卡」),並同意每張由銀行發出之提款卡均受此等條款、一般條款及本人/吾等 與銀行就有關事項協定之其他條款所限制。

- 1. 此提款卡適用於銀行或任何銀行接受的第三者之自動櫃員機(「櫃員機」)或直接扣賬服務。
- 此提款卡於任何時間均為銀行之財物。在銀行要求下,本人/吾等須即時將提款卡交回 銀行。
- 3. 此提款卡只供本人/吾等使用,不可轉讓。

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- 4. 銀行將按其認為合適的方式及時間向本人/吾等發出提款卡的私人密碼(「密碼」)。本人/吾 等應立刻銷毀原有印發密碼之信件,以及不容許任何其他人士使用本人/吾等之提款 卡及密碼。本人/吾等不應將密碼寫在提款卡上或在沒有掩飾下記錄密碼。本人/吾等可 於自動櫃員機更改本人/吾等之密碼。然而,本人/吾等之電話號碼、身份證或護照號 碼及其他極為容易取得之個人資料,均不應用作本人/吾等之密碼。本人/吾等不應 使用相同密碼於提款卡及連接其他銀行或其他類型的服務(例如連接互聯網或進入其他 網站)。
- 5. 本人/吾等於任何時間及情況下均不可披露本人/吾等之密碼予任何人士。本人/吾等均必 須對由任何人士,不論是否由本人/吾等授權的通過使用提款卡而進行的所有交易負責。 本人/吾等必須以書面向銀行即時報告任何失卡,或被任何未授權人士得悉密碼。本人/吾 等將對並非本人/吾等授權,並在銀行收到失卡或披露密碼之報告前進行之所有交易負 責。本人/吾等亦須對本人/吾等的欺詐或嚴重疏忽之行為負責。
- 儘管任何戶口委託書或本人/吾等與銀行協定之其他協議之條款規限本人/吾等之戶口操 作,銀行茲獲授權,但並無義務接納並按照本人/吾等通過銀行接納就本人/吾等指定之戶 口通過使用提款卡所發出或宣稱發出之指示作為。
- 7. 通過提款卡所進行之交易範圍須由銀行決定,並不時由銀行通知本人/吾等。

# <u>信銀國際 x 香港工業總會 Jewel World Mastercard<sup>®</sup>卡迎新優惠推廣(「迎新優惠推廣」)之條款</u> 及細則

- 迎新優惠推廣只適用於在2025年4月24日至2025年12月31日(包括首尾兩天)(「推廣期」) 內遞交信銀國際x香港工業總會Jewel World Mastercard主卡(「合資格信用卡」)申請,及於 2026年1月31日或以前獲中信銀行(國際)有限公司(「銀行」)發出合資格信用卡之全新信用 卡會員(定義見下述第2條文)。
- 2. 全新信用卡會員為於合資格信用卡批核月起計之過去12個月內未曾持有任何信銀國際信用卡主 卡之申請人(「**全新信用卡會員**」)。
- 3. 全新信用卡會員於合資格信用卡發出後首2個月內累積合資格零售簽賬(定義見下述第4條文) 達HK\$10,000或以上(「迎新優惠簽賬」)(「合資格會員」)可享HK\$1,000現金回贈(「迎 新優惠」)。迎新優惠已包括i)透過現行「中信銀行(國際)紫鑽信用卡及信銀國際Jewel World Mastercard卡現金回贈獎賞計劃」賺取之0.4%基本現金回贈(「基本現金回贈」)及透過「信 銀國際x香港工業總會Jewel World Mastercard 1%現金回贈獎賞計劃」賺取之額外0.6%現金回贈 (「額外現金回贈」)。銀行將從迎新優惠扣減透過迎新優惠簽賬賺取之基本現金回贈及額外現 金回贈金額以計算透過迎新優惠可獲享之淨現金回贈(「迎新現金回贈」)。迎新現金回贈將於合 資格信用卡發卡月起計之第6個月內存入合資格會員之合資格信用卡賬戶並顯示於月結單上。有 關基本現金回贈及額外現金回贈之詳情,請分別查閱中信銀行(國際)紫鑽信用卡及信銀國際 Jewel World Mastercard現金回贈獎賞計劃之條款及細則及信銀國際x香港工業總會Jewel World Mastercard 1%現金回贈獎賞計劃之條款及細則及信銀國際x香港工業總會Jewel World Mastercard 1%現金回贈獎賞計劃之條款及細則。
- 4. 合資格零售簽賬(「合資格零售簽賬」)包括已誌賬之本地及海外零售簽賬、網上消費、商戶分期計劃每月付款金額、及郵購/電話訂購。為免生疑,合資格零售簽賬<u>不包括</u>透過微信、支付實及PayMe所作之簽賬,亦不包括自動轉賬、每月經自動櫃員機/網上銀行繳付賬項的金額、、「八達通自動增值」款項、結餘轉賬、「套現分期計劃」、Dollar\$mart私人分期貸款、\$martPlus分期貸款之還款額、「幾時都分期」之每月供款、「月結單都分期」的任何還款額供款、手續費及其他費用及收費、任何基金/月供投資計劃供款、保險費用、所有繳付予稅務局的款項、賭場籌碼兌換及於賭場內作之交易、年費、財務費用、以應用程式/電子轉賬平台的轉賬及商戶交易/電子錢包增值之交易(包括但不限於透過個人對個人(P2P)支付或轉賬服務)及本行不時新增定義之電子交易、銀行徵收之其他服務費用、任何未誌賬/被取消/已退款/無效之交易及銀行不時指定的任何其他類型的交易,並受制於銀行(具唯一及絕對酌情權)核實及確認為合資格。如有任何爭議,銀行將有最終決定權。若有任何被證實為不合資格之交易,銀行保留權利於合資格會員賬戶內扣除相等於迎新禮品金額之權利。
- 5. 銀行將根據合資格信用卡月結單上所顯示之港幣簽賬金額計算合資格會員可獲享迎新優惠之資格。
- 有關之合資格信用卡賬戶必須於存入迎新現金回贈時仍為有效及信用狀況良好,否則銀行有權取 消安排迎新現金回贈而毋須事先通知。
- 7. 每位合資格會員只可享有迎新優惠一次而不論申請信用卡之數目。
- 8. 可享迎新優惠之資格須經銀行(全權酌情決定)核實及確認。
- 9. 有關此迎新優惠之現金回贈:
  - i. 如相關信用卡賬戶已取消或被終止, 合資格會員未使用或未誌賬之現金回贈於賬戶終止時將 被立即取消; 及
  - ii. 受制於銀行「現金回贈」獎賞計劃之條款及細則,詳情可於銀行網頁或各分行索取該條款及 細則。
- 10. 迎新優惠不得轉讓、退換或兌換現金。迎新現金回贈只可作扣除簽賬消費,並不可用作繳付結欠。
- 11.合資格會員必須保留所有合資格簽賬之信用卡簽賬紀錄。如有任何爭議,銀行保留權利在此推廣 期間或推廣期後隨時要求合資格會員提供正式交易紀錄及/或其他有關文件及/或證據(「有關文 件」)以供查閱。銀行會保留所有提供予銀行的有關文件而不予歸還。



- **12.**銀行保留權利可以取消或刪除、取代、增補或修改任何本迎新優惠之條款及細則而毋須事先通知。 如有任何爭議,銀行將有最終決定權並對會員具有約束力。
- **13**. 此信用卡的使用須受相關信用卡會員合約及 / 或信用卡會員協議及其他適用之推廣條款及細則約 束。詳情請瀏覽銀行網頁。
- **14**. 會員如有任何欺詐或濫用成分,銀行將會取消該會員獲享本迎新優惠之資格及其信用卡。銀行保 留權利直接從會員的相關信用卡戶口扣除相等於迎新優惠的總金額而毋須作事先通知。
- 15.除本條款及細則另有明文訂明外,本條款及細則訂約方以外的任何人士概不可按照《合約(第三 者權利)條例》(香港法例第623章)的規定強制執行本條款及細則的條款或享有其利益。倘本 條款及細則的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行本條款及 細則任何條款,則條款及細則訂約方保留權利可在毋須該第三方同意的情況下修改該條款或本條 款及細則的任何其他條款。
- **16.**推廣條款及細則根據香港特別行政區的香港法律管轄和詮釋,如引起任何爭議,或者與其有關之 任何爭議均應提交由香港特別行政區法院處理。
- 17.倘若本條款及細則之中、英文版本有任何歧義,概以英文版本為準。

# <u>中信銀行(國際)紫鑽信用卡及信銀國際 Jewel World Mastercard 0.5%現金回贈獎賞計劃之</u> 條款及細則(「0.5%現金回贈獎賞計劃」):

- 0.5%現金回贈獎賞計劃只適用於中信銀行(國際)有限公司(「銀行」)指定之中信銀 行(國際)紫鑽信用卡及信銀國際 Jewel World Mastercard(「信用卡」)(「合資格賬 戶」)。(合資格賬戶之信用卡客戶以下統稱為「會員」),會員之其他信用卡賬戶之 簽賬,均不會被納入此計劃內。
- 2. 認可新簽賬交易(「認可新簽賬交易」)必須為已過賬之交易,包括零售簽賬、現金透支、「商戶分期計劃」每月供款、「幾時都分期」每月供款、自動轉賬及經郵購/電話訂購的零售簽賬。為免生疑,不認可之交易包括及不限於結餘轉賬、套現分期計劃、Dollar\$mart 私人分期貸款、「月結單都分期」、「任何賬單都分期」或「幾時都分期 交稅」的任何還款額供款、手續費及其他費用及收費、任何基金 / 月供投資計劃供款、繳付予稅務局的款項、賭場籌碼兌換、年費、財務費用、銀行徵收之其他費用、「八達通自動增值」款項、經自動櫃員機/網上銀行之繳費及任何未過賬/取消/退款/無效之交易。
- 每月之現金回贈金額將自動於合資格賬戶有關信用卡月結單截數日計算,並於下一期 之信用卡月結單誌賬至會員之信用卡賬戶內。會員每月可得之現金回贈總金額,將以 會員認可新簽賬交易計算。信用卡會員每月(按信用卡月結單周期計算)最高可得之現金 回贈金額,將為銀行批核予會員之信用額(「信用額」),乘以適用之現金回贈比率 (現為 0.4%)。為免存疑,銀行臨時批核予會員之信用額並不獲享現金回贈。
- 4. 所有現金回贈金額(「現金回贈金額」)只可作扣除有關合資格賬戶之認可之新簽賬交易, 不可用作清付任何其他會員尚欠賬項。
- 5. 誌賬現金回贈金額時, 會員的有關信用卡賬戶必須仍然有效、信用狀況良好、及未有 取消或被終止, 方可獲享現金獎賞。
- 現金回贈金額不可轉讓他人或兌換現金。合資格賬戶附屬卡之現金回贈將獨立於合資 格賬戶主卡信用卡計算,並不能與主卡信用卡賬戶一併計算。
- 7. 除本條款及細則另有明文訂明外,本條款及細則訂約方以外的任何人士概不可按照 《合約(第三者權利)條例》(香港法例第 623 章)的規定強制執行本條款及細則的 條款或享有其利益。倘本條款及細則的任何條文明確賦予任何第三方權力根據《合約 (第三者權利)條例》執行本條款及細則任何條款,則條款及細則訂約方保留權利可 在毋須該第三方同意的情況下修改該條款或本條款及細則的任何其他條款。
- 8. 銀行保留修訂本優惠之條款及細則之權利而毋須事先通知。有關是次推廣活動之爭議, 銀行保留最終決定權。
- 此計劃之條款及細則根據香港特別行政區的香港法律管轄和詮釋,如引起任何爭議, 或者與其有關之任何爭議均應提交由香港特別行政區法院處理。
- 10. 若 0.5%現金回贈獎賞計劃的條款及細則的中英文版本如有歧義, 概以英文版本為準。

# 🗋 中信银行 (国际

中信銀行(國際)有限公司 CHINA CITIC BANK INTERNATIONAL LIMITED

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 CITICfirst 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 HK\$2,000	<del>НК\$900</del> <u>НК\$1,000</u>		
Platinum Card	H <del>K\$1,200</del> HK\$1,800	<del>НК\$600</del> <b>НК\$900</b>		
CNCBI Motion (virtual) Platinum Credit Card	H <del>K\$1,200</del> HK\$1,800	N/A N/A		

(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;

as follows:

amended as follows:

- transactions.
- advice of the Bank.

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

(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

#### Issuance of Card and Use of Authentication Factors

The current clauses under Section 2 - Issuance of Card and PIN will be

2.5 Authentication factors include but are not limited to Personal Identification Number ("PIN"), device binding, biometric and inapp 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

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

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;

#### 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<sup>®</sup> 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 <sup>®</sup> 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 <sup>®</sup> 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



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

(A) With effect from 2 May 2025, 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 May 2025. Revised contents are marked in bold with underline and deleted contents are marked with strikethrough lines.

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

Fees – Pa	Fees – Paper Credit Card Statement				
Original	Revised				
NIL	CNCBI RMB Credit Card CNY10 per statement*				
	Other CNCBI Credit Card	HK\$10 per statement*			

\* The following customers are eligible for paper credit card statement fee waiver:

a. Customers aged below 18, or 65 and above

- b. Recipients of the Hong Kong SAR Government's Comprehensive Social Security Assistance or Disability Allowance
- c. CITICdiamond customers, Private Banking customers, Company Customers or Wholesale Banking Group customers

Paper credit card statement fee will be charged after paper credit card statement is issued and posted no later than the following calendar month. For example, for paper credit card statement issued in May 2025, the paper credit card statement fee will be posted on or before 30 June 2025.

Alternatively, customers may subscribe to our eStatement service via i-banking or the Bank's mobile banking application "inMotion" to be exempted from the paper credit card statement fee.

)	Fees – Request for Statement Co customers with eStatement)	opy Fee <del>(waived for</del>				
	CNCBI RMB Credit Card CNY55 per copy					
	Other CNCBI Credit Card	HK\$55 per copy				

(iii) Annual membership fee of CNCBI Personal Credit Card – World Elite Card supplementary card will be amended as follows. For annual membership fee to be posted on or after 2 May 2025, it will be based on the new fee as follows.

Fees – Annual Membership Fee			
Card Type Supplementary			
World Elite Card	<del>N/A</del> <u>HK\$1,900</u>		

(iv) The over-the-counter cash advance service will be terminated, the related fees will not be applicable.

Fees – Cash Advance Service Charge – Over-the-Counter at branch					
CNCBI Motion (virtual) Credit Card Not applicable					
CNCBI RMB Credit Card					
Other CNCBI Credit Cards	HK\$20 per transaction				

(B) With effect from 2 May 2025, there will be amendments made to the CNCBI Credit Cardmember Agreement, CNCBI Business Cardmember Agreement, CNCBI RMB Credit 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 May 2025. Revised contents are underlined and deleted contents are marked with strikethrough lines.

#### Amendments made to CNCBI Credit Cardmember Agreement

The current clauses under Section 5 – FEES AND CHARGES will be amended as follows:

- (k) a handling charge for each direct debit or autopay instruction which is returned unpaid; and
- 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.

#### Amendments made to CNCBI Business Cardmember Agreement

The current clauses under Section 6 – Fees and Charges will be amended as follows:

- (d) a handling fee and service charge in respect of each cash advance transaction payable upon effecting the transaction;
- (p) a service charge of bank confirmation letter copy; **and**
- (q) any other fees and charges to be prescribed by the Bank from time to time with prior notice.; and
- a service charge is immediately payable upon each cash advance transaction made and effected over the bank counter.

#### Amendments made to CNCBI RMB Credit Cardmember Agreement

The current clauses under Section 5 – FEES AND CHARGES will be amended as follows:

- (j) a handling charge for each cheque tendered to the Bank for payment which is not honoured; **and**
- (k) any other fees and charges to be prescribed by the Bank from time to time with prior notice.; and
- (I) a service charge is immediately payable upon each cash advance transaction made and effected over the bank counter.

#### Amendments made to CNCBI Dual Currency Credit Cardmember Agreement

The current clauses under Section 8 – FEES AND CHARGES will be amended as follows:

- (k) a handling charge for each direct debit or autopay instruction which is returned unpaid; and
- 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.

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 January 2025

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中信銀行(國際)有限公司 <u>CHINA CIT</u>IC BANK INTERNATIONAL LIMITED |

#### **China CITIC Bank International Limited**

#### **CNCBI Credit Card** Effective Date: 2 October 2024

Interest Rates and Interest Charges<sup>1</sup> Annualized **CNCBI 34.49%**<sup>2</sup> (Standard Monthly Rate at Percentage Dual **2.5%**) is applied to the HKD account Rate (APR) Currency and the RMB account when you open for Retail Credit your account and it will be reviewed from Purchase Card time to time. We will not charge you interest if you pay your balance in full by the due date each month. 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 26.82%**<sup>2</sup> (Standard Monthly Rate at RMB 2.0%) when you open your account Credit and it will be reviewed from time to time. Card We will not charge you interest if you pay your balance in full by the due date each month. 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 **34.49%**<sup>2</sup> (Standard Monthly Rate at **CNCBI 2.5%**)<sup>3</sup> when you open your account Credit and it will be reviewed from time to time. Card We will not charge you interest if you pay your balance in full by the due date each month. 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.

APR for Cash	CNCBI Motion	Not applicable
Advance	(virtual) Credit Card	
	CNCBI Dual Currency Credit Card	<b>34.79%</b> <sup>2</sup> (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.
		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%</b> <sup>2</sup> (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.
		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%</b> <sup>2</sup> (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.
		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.

t t n n e e e d d u		Other CNCBI Credit Cards	<b>34.79%</b> <sup>2</sup> (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. 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.
ttitet eedduisisf	Delinquent APR for Retail Purchase	CNCBI Dual Currency Credit Card	<b>35.28%</b> <sup>2</sup> 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 (i.e. statement date of the next 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.
e tt.t.et eeddu sisfe		Other CNCBI Credit Cards	<b>35.28%</b> <sup>2,3</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 (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.

Delinquent APR for Cash Advance	CNCBI Motion (virtual) Credit Card	Not applicable
	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 next statement period (i.e. statement date of the next 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	<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
	Card RMB Credit Card	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>35.93%</b> <sup>2,3</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.

Annual Membership Fee	Card type	World	Principal	Supplementary	
Fees					
	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).			
	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).			
Minimum Payment	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).			
Interest Free Period	All CNCBI Credit Cards	Up to 57 days			

2				
nual	Card type	2	Principal	Supplementary
nbership	CNCBI Personal HKD Credit Card	World Elite Card	HK\$3,800	N/A
		World Card	HK\$2,000	HK\$1,000
		Platinum Card	HK\$1,800	HK\$900
		CNCBI Motion (virtual) Platinum Credit Card	HK\$1,800	N/A
		Gold Card	HK\$500	HK\$250
		Classic Card	HK\$250	HK\$125
	CNCBI Dual Currency Credit Card		HK\$1,800	HK\$900
	- Diamono	d Card		

	CNCBI Business Card		HK\$250 per card	N/A
	CNCBI RMB Credit	RMB Gold Card	<b>CNY500</b>	CNY250
	Card	RMB Classic Card	CNY250	CNY125
Cash Advance	CNCBI Motion (virtual) Credit Card		Not applicable	
Handling Charge	CNCBI Du Currency Card		3.5% of transaction amount (HKD account: minimum is HK\$100; RMB account: minimum is CNY100) This service for HKD account is available Over-the-Counter at branch or via JECTO/China	
			UnionPay ATM Network. This service for RMB account is available via China UnionPay ATM Network	
	CNCBI Business Card		the-Counter at	
	CNCBI RMB Credit Card		available Ove	
	Other CNCBI Credit Cards		<b>3.5%</b> of transaction amount (minimum <b>HK\$100</b> ) This service is available Over- the-Counter at branch or via JETCO ATM or VISA/ Mastercard ATM Network	
Cash Advance Service Charge	CNCBI Motion (virtual) Credit Card		Not applicable	2
- Over-the- Counter at	CNCBI RMB Credit Card			
branch	Other CNCBI Credit Cards		HK\$20 per transaction	

Fees	CNCBI Dual	Not applicable
relating to Foreign Currency Transaction	Currency Credit Card	
	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.
Fee relating to Setting Foreign Currency Transaction in Hong Kong Dollars	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	Not applicable
	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.
Late Payment Fee	CNCBI Dual Currency Credit Card	HKD account: <b>HK\$300</b> or amount equal to the Minimum Payment Due, whichever is the lower 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
Over-the- limit Fee	CNCBI Dual Currency Credit Card (Out-standing Balance exceeds assigned Com- bined Credit Limit among Dual Currency Credit Card)	HK\$180 per billing cycle
	CNCBI RMB Credit Card	CNY180 per billing cycle
	Other CNCBI Credit Cards	HK\$180 per billing cycle
Rejected Autopay Transaction & Bounced Cheque handling Fee	CNCBI Dual Currency Credit Card	HKD account: <b>HK\$150</b> per item RMB account: <b>CNY150</b> per item
	Other CNCBI Credit Cards	HK\$150 per item
Returned Payment Fee	CNCBI RMB Credit Card	CNY150 per returned payment
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Card Replace-	CNCBI RMB Credit Card	CNY120 per card	
ment Fee	Other CNCBI Credit Cards	HK\$120 per card	
Request for Sales Slip Copy Fee	CNCBI RMB Credit Card	CNY55 per copy	
	Other CNCBI Credit Cards	HK\$55 per copy	
Request for Statement	CNCBI RMB Credit Card	CNY55 per copy	
Copy Fee (waived for customers with eStatement)	Other CNCBI Credit Cards	HK\$55 per copy	
Request for Bank	CNCBI RMB Credit Card	CNY150 per copy	
Confirm- ation Letter handling Fee	Other CNCBI Credit Cards	HK\$150 per copy	
handling Fee on Over-the- Counter payment at branch (cash			
Fee on Over-the- Counter payment at branch (cash	CNCBI Dual Currency Credit Card	<ul> <li>HK\$20 per transaction</li> <li>Not applicable to RMB account</li> <li>Handling fee will be debited from Cardmember's HKD account on the next working day after payment</li> </ul>	
Fee on Over-the- Counter payment at branch	Currency Credit	<ul> <li>Not applicable to RMB account</li> <li>Handling fee will be debited from Cardmember's HKD account on the next working</li> </ul>	
Fee on Over-the- Counter payment at branch (cash	Currency Credit Card CNCBI RMB Credit	<ul> <li>Not applicable to RMB account</li> <li>Handling fee will be debited from Cardmember's HKD account on the next working day after payment</li> </ul>	
Fee on Over-the- Counter payment at branch (cash	Currency Credit Card CNCBI RMB Credit Card Other CNCBI Credit	<ul> <li>Not applicable to RMB account</li> <li>Handling fee will be debited from Cardmember's HKD account on the next working day after payment</li> <li>Not applicable</li> <li>HK\$20 per transaction</li> <li>(handling fee will be debited from Cardmember's Credit Card Account on the next working day after</li> </ul>	
Fee on Over-the- Counter payment at branch (cash transactions) Credit Balance Withdrawal handling	Currency Credit Card CNCBI RMB Credit Card Other CNCBI Credit Cards CNCBI Dual Currency Credit	<ul> <li>Not applicable to RMB account</li> <li>Handling fee will be debited from Cardmember's HKD account on the next working day after payment</li> <li>Not applicable</li> <li>HK\$20 per transaction</li> <li>(handling fee will be debited from Cardmember's Credit Card Account on the next working day after payment)</li> <li>HKD account: HK\$55 each time</li> <li>RMB account: CNY55 each</li> </ul>	

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

#### Remarks:

- 1. 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.
- 2. APR is calculated according to the standard method set out in the "Code of Banking Practice".
- 3. Applicable to Classic Card, Gold Card, Platinum Card (including CITIC*first* 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.
- 4. Fees relating to Foreign Currency Transaction include the transaction fee of 1% charged by VISA/Mastercard to the Bank.
- 5. 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.
- 6. 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.
- 7. 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 (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 authentication factors and card information in connection with the use of the Credit Card strictly confidential and immediately inform China CITIC Bank International Limited (the "Bank") if the card or authentication factor is lost, stolen or the authentication factor or card information has been compromised.
- 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 authentication factor has been lost, stolen or when the authentication factor or card information has been compromised, or has failed to safeguard his authentication factor or card information 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 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 Credit Card or authentication factor has been lost, stolen or when the authentication factor or card information factor has been lost, stolen or when the authentication factor or card information 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.
- 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 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").

- 15. The Bank reserves the right to request the customer to present the true copy of the related documents at branches of the Bank.
- 16. The Bank reserves the final approval right of the credit card application.
- 17. 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.



言銀行(國際)有限公司 ITIC BANK INTERNATIONAL LIMITED

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

#### 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.

#### 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 of instalments received by the Bank. Cardmember shall be aware of and reserve sufficient Credit Limit. An overlimit charge shall apply to Merchant Instalment Plan, please refer to clause 5(g) of this agreement.
- (e) Credit Card Chargeback Protection shall be applicable to Merchant Instalment Plan. Any dispute or claim from Cardmember will not affect Cardmember respective obligations and liabilities under this agreement. The Cardmember acknowledges and agrees that the sale and purchase transaction of the goods and/or services is made between the Cardmember and the merchant. The Cardmember shall pay for goods and/or services which will be delivered at a later date after payment. Should there be any disputes or complaints in relation to the goods and/or services, the Cardmember shall handle all disputes or complaints directly with that merchant. Please refer Clause 2.4 of this agreement.
- (f) If there is refund of goods and/or services upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Credit Card Account (as described in Clause 3.1 below). The Cardmember acknowledges that the Bank shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.
- (g) The Cardmember may apply for early repayment of the sum of outstanding instalments under the Merchant Instalment Plan by giving written notice to the Bank. Such outstanding amount will be debited to the Credit Card Account upon acceptance of the application by the Bank.
- (h) In case of cancellation or termination of the Credit Card Account for whatever reason, the sum of all outstanding instalments shall become immediately due and payable and shall, at the absolute discretion of the Bank be debited to the Credit Card Account.

- (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

#### 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.

#### PAYMENT

- (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.

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 a 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.

#### FEES AND CHARGES

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

- (e) a finance charge in respect of each cash advance transaction to be accrued on the outstanding balance of the cash advance transaction daily in a **365**-day (**366**-day for Leap Years) year basis from the date of transaction until payment in full:
- (f) if the Cardmember fails to settle the entire amount of the Statement Balance by the stated Payment Due Date, a finance charge will apply to the daily outstanding balance based on the monthly flat rates for retail transaction and cash advance ("Standard Monthly Rate") as specified in the Schedule of Charges starting from and excluding the statement date of the preceding monthly statement ("Last Statement Date") until outstanding Statement Balance is settled in full. All new transactions posted after the Last Statement Date will also be subject to the finance charge. The finance charge on new transactions will be calculated from the date of transaction to the date of full payment settlement.
- Each time if a Cardmember fails to repay the Minimum Payment Due by the Payment Due Date stated on the relevant account statement for 2 consecutive statement periods, the Bank reserves the right to increase the finance charge as deemed appropriate by it from the Standard Monthly Rate specified in the Schedule of Charges, effective from and including the starting date of the next statement period.
- When payment is received to satisfy all outstanding Minimum Payment Due, the finance charge will be restored to the Standard Monthly Rate specified in the Schedule of Charges, effective from and including the starting date of the next statement period.
- If Cardmember's account has been involuntarily closed with any unsettled outstanding balance, the Bank reserves the right to increase the finance charge as deemed appropriate by it from the Standard Monthly Rate specified in the Schedule of Charges, until the total outstanding balance is settled in full.
- Annualized Percentage Rate is calculated according to the standard method set out in the Code of Banking Practice.
- The Bank reserves the right to change the Standard Monthly Rate for the finance charge and the upper limit of the finance charge from time to time.
- (g) an overlimit charge in respect of each transaction effected through the use of the Card the value of which when aggregated with the outstanding balance of the Credit Card Account at the relevant time exceeds the Credit Limit:
- (h) a handling charge for the provision of copies of previous monthly statements;
- (i) a handling charge for the provision of copies of sales draft;
- (i) a handling charge for each chegue 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
- (I) 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.

#### 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.

#### **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.
- 3.2 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.

## 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
- 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 of 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 l/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:
  - Instructions in writing signed by me/us or such (a) 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; (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 l/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 transactions made pursuant unauthorized 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 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 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

- I/We agree that the data, documentation or certification concerning myself/ourselves, my/our beneficiaries and third parties for whom I/we are 4.1 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) laws, rules, regulations, interpretations, anv quidelines, 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.
- No payment to the Bank shall discharge any of 9.6 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 clarify 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 of 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.



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").

# 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:-

- considering and assessing the Customer's application for the Bank's products and services;
- 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):-

- 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;
   (a) members of the Croupt
- 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:

- 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;
- 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
  - 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
    - (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).

Oct 2024

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## **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

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 a s 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 be 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.



## <u>Terms and Conditions of CNCBI x FHKI Jewel World Mastercard® Welcome Offer Program</u> (the "Welcome Offer Program")

- The Welcome Offer Program is only applicable to New Cardmembers (as defined in Clause 2 below) who have submitted the application of the principal card of CNCBI x FHKI Jewel World Mastercard (the "Eligible Credit Card") during the period from 24 April 2025 to 31 December 2025 (both dates inclusive) (the "Promotion Period") and have successfully applied for, and being issued with, a principal card of the Eligible Credit Card by China CITIC Bank International Limited (the "Bank") on or before 31 January 2026.
- 2. New Cardmembers are applicants who do not hold any principal card of CNCBI Credit Card in the past 12 months from the approval month of the current Eligible Credit Card applications (the "**New Cardmembers**").
- New Cardmembers are entitled to a HK\$1,000 Cash Rebate (the "Welcome Offer") upon making 3. accumulated Eligible Retail Transactions (as defined in Clause 4 below) of HK\$10,000 or above (the "Welcome Offer Spending") with the Eligible Credit Card in the first 2 months from the date of issuance (calculated based on the transaction date) (the "Eligible Cardmembers"). The Welcome Offer includes i) 0.4% basic Cash Rebate offered under the prevailing "CNCBI Jewel World Elite Mastercard Credit Card and CNCBI Jewel World Mastercard Credit Card Cash Rebate Rewards Program" (the "Basic Cash Rebate") and ii) 0.6% extra Cash Rebate offered under the prevailing "CNCBI x FHKI Jewel World Mastercard 1% Cash Rebate Rewards Program" (the "Extra Cash Rebate"). The Bank will calculate the net Cash Rebate amount to be offered under the Welcome Offer by deducting the Basic Cash Rebate amount and the Extra Cash Rebate amount earned from the Welcome Offer Spending (the "Welcome Offer Cash Rebate"). The Welcome Offer Cash Rebate will be credited to the Eligible Cardmember's Eligible Credit Card account in the 6<sup>th</sup> month from the Eligible Credit Card approval month and will be shown on the credit card monthly statement. For details of the Basic Cash Rebate and Extra Cash Rebate, please refer to the Terms and Conditions for "CNCBI Jewel World Elite Mastercard and CNCBI Jewel World Mastercard Cash Rebate Rewards Program" and Terms and Conditions for "CNCBI x FHKI Jewel World Mastercard 1% Cash Rebate Rewards Program" respectively.
- Eligible Retail Transactions (the "Eligible Retail Transactions") include posted local and 4. overseas retail transactions, online transactions, the monthly repayment amount of merchant instalment plan, and mail/phone order(s). For the avoidance of doubt, the Eligible Retail Transactions exclude any transactions made via WeChat Pay HK, AlipayHK and PayMe, autopay, ATM/online bill payment, Octopus Automatic Add-Value Service payment, balance transfers, repayments of Cash-in Program, Dollar\$mart Personal Installment Loan, \$mart Plus monthly repayments of Retail Purchase Installment Program, Statement Installment loan, Balance Interest Free Installment Plan, handling fees and fees and charges, contribution to any unit trust /monthly investment plan, relevant insurance payment, payments to the Inland Revenue Department, purchase of casino chips, annual fees, finance charges, transaction made via mobile app/ funds transfer and merchant transaction via electronic fund transfer platform/ reload of e-wallets (include but not limited to any transfer made via person to person (P2P) payment services) and any other types of electronic transaction specified by the Bank from time to time, other banking service charges, any unposted/cancelled/ refunded/ invalid transactions and any other types of transactions specified by the Bank from time to time. Whether a transaction is eligible is subject to the Bank's (in its sole and absolute discretion) satisfaction and confirmation. In case of any dispute, the decision of the Bank shall be final and binding on Cardmembers. If a transaction is considered by the Bank to be ineligible, the Bank reserves the right to debit an amount equal to the value of the Welcome Offer from the Eligible Cardmember's account.
- 5. The Bank shall use the total transaction amount in Hong Kong Dollars as shown on the credit card monthly statement to determine the eligibility of the Welcome Offer.



- 6. The relevant Eligible Credit Card account must remain valid and in good standing at the time when the Welcome Offer Cash Rebate is credited. Otherwise the Bank has the right to forfeit the Welcome Offer Cash Rebate without any prior notice.
- 7. Each Eligible Cardmember can only enjoy the Welcome Offer once regardless of the number of card application.
- 8. The eligibility of the Welcome Offer is subject to the Bank (in its sole and absolute discretion) verification and confirmation.
- 9. In respect of any Cash Rebate offered under the Welcome Offer:
  - i. If the relevant Credit Card account is voluntarily or involuntarily closed, any Cash Rebate that is unused or yet to credit will be immediately forfeited upon the account closure; and
  - ii. It shall be subject to the Terms and Conditions of "Cash Rebate" Rewards Program. For details, please visit the Bank's website or contact the Bank's staff.
- 10. No part of this Welcome Offer is transferable, returnable or redeemable for cash. The Welcome Offer Cash Rebate can only be used to offset retail purchase transactions and cannot be used to settle any outstanding statement balance.
- 11. Eligible Cardmember is required to keep the credit card transaction records of the eligible transactions in respect of the Welcome Offer. In case of disputes, the Bank reserves the right at any time during or after the Promotion Period to request the Eligible Cardmember to submit the original sales slips/official payment records and/or such further documents or evidence (the "**Purchase Records**") as may be required for inspections. All Purchase Records submitted to the Bank will be retained by the Bank and will not be returned to the Eligible Cardmember.
- 12. The Bank reserves the right to cancel the Welcome Offer or delete, replace, supplement or amend any of these Terms and Conditions without prior notice. In case of any dispute, the decision of the Bank shall be final and binding on Eligible Cardmembers.
- 13. The use of the credit card is subject to the relevant Credit Cardmember Agreement and relevant terms and conditions of all other applicable prevailing promotions offered by the Bank. For details, please refer to our Bank's website.
- 14. Fraud and abuse will result in forfeiture of the Eligible Cardmember's eligibility for the Welcome Offer as well as cancellation of the Eligible Cardmember's credit card(s). The Bank further reserves the right to deduct the relevant amount of the Welcome Offer directly from the credit card account without prior notice.
- 15. 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 their terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong Special Administrative Region. 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.
- 16. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and any dispute arising out or in connection therewith shall be referred to the courts of Hong Kong Special Administrative Region.
- 17. In the event of any inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.



Terms and Conditions for CNCBI Jewel World Elite Mastercard and CNCBI Jewel World Elite Mastercard 0.5% Cash Rebate Rewards Program ("0.5% Cash Rebate Rewards Program"):

- 0.5% Cash Rebate Rewards Program is only applicable to CNCBI Jewel World Elite Mastercard accounts and CNCBI Jewel World Elite Mastercard accounts ("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 0.5% Cash Rebate Rewards Program.
- 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, Non-Conventional 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. 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 0.4%). 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, Members' relevant Card account must remain valid, in good credit standing and not cancelled or terminated at the time Cash Rebate Amount 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. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and any dispute arising out or in connection therewith shall be referred to the courts of Hong Kong SAR.
- 10. If there is any discrepancy between the English and Chinese versions of the terms and conditions of 0.5% Cash Rebate Rewards Program, the English version shall prevail.



- 10. 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.
- 11. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and any dispute arising out or in connection therewith shall be referred to the courts of Hong Kong SAR.
- 12. 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.