

Highlights of CNCBI Dual Currency Credit Cardmember Agreement and General Terms and Conditions:

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

Highlights of CNCBI Dual Currency Credit Cardmember Agreement

1. The Cardmember shall sign the CNCBI Dual Currency 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 The Cardmember shall not exceed the Combined Credit Limit and shall not use the Card after it has been withdrawn and terminated.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. The Cardmember shall observe all the laws and regulations from time to time in operation in any other country or the PRC in relation to any transaction conducted with the Card in such other country or the PRC.
5. The Bank will issue to each Cardmember a monthly statement in respect of the Credit Card Accounts setting out details of all Charges payable and the Payment Due Date. This statement will not be issued where the Statement Balance for the relevant month carries a credit balance and there has been no transaction since the immediately preceding monthly statement.
6. 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 at the Standard Monthly Rate as specified in the Schedule of Charges starting from and excluding the 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.
7. 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 under the CNCBI Dual Currency Credit Cardmember Agreement from the Cardmember or for other remedies resulting from the breach or non-compliance of any terms of the CNCBI Dual Currency Credit Cardmember Agreement.
8. 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.
9. 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 has been compromised, his maximum liability for such credit card loss shall be **HKD500**. The aforesaid maximum liability does not cover cash advance transactions.
10. Each monthly statement 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.
11. 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 located) 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. Where applicable, the relevant conversion rate will be determined at the Bank's sole discretion. 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.
12. 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.

13. Each Cardmember shall maintain both HKD and RMB accounts with the Bank in respect of the Credit Card. The HKD account will be settled by HKD and the RMB account will be settled by CNY. Credit Card transactions effected in currencies other than CNY will be debited to the HKD account, and Credit Card transactions in CNY shall be debited to the RMB account. Transactions effected in currencies other than HKD or CNY will be converted into HKD on the date of conversion before being debited to the HKD Account at the market rate or the government-mandated rate adopted by UPI and posted to the HKD Account.
14. 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. A monthly statement of the Credit Card will include separate sections for each of the HKD and RMB accounts specifying the respective payment details of each account, and Cardmembers shall settle payment to each of these accounts separately by way of HKD and CNY respectively. The Bank will not convert and/or transfer any credit balance or overpayment in one account to settle outstanding balance in the other account, and Cardmembers will need to make payment directly to the relevant account by way of its specified currency in order to settle the outstanding balance.
15. The Cardmember may cancel the Credit Card if he refuses to accept any amendments to the CNCBI Dual Currency Credit Cardmember Agreement proposed by the Bank.
16. 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").
17. The Bank reserves the right to request the Cardmember to present the true copy of the related documents at any branch of the Bank.
18. The Bank reserves the final approval right of the credit card application.
19. If the Cardmember fails to pay any sum due and payable by him, the Bank may appoint debt collection agencies (at the cost of the Cardmember) 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.