

CNCBI Multi-Currency Debit Cardmember Agreement

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Part A: Definitions and acceptance of terms

1. DEFINITIONS

“**Account**” means any account the Bank allow the Cardmember to access by the use of Card or PIN.

“**Agreement**” means this CNCBI Multi-currency Debit Cardmember Agreement including all documents and terms referred to in this Agreement as amended from time to time.

“**Application Form**” means the relevant application form completed and submitted, or to be completed and submitted, by the Cardmember, to the Bank in respect of a Card.

“**Bank**” means China CITIC Bank International Limited.

“**Card**” means the CNCBI Multi-currency Debit Card issued by the Bank under this Agreement to the Cardmember.

“**Cardmember**” means the person to whom the Bank issue a Card.

“**Charges**” means all charges, fees and other sums payable under this Agreement or otherwise in connection with the Card.

“**HKD**” means Hong Kong dollars, the lawful currency of Hong Kong.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.

“**Mobile Device**” means the computer, smartphone, tablet or other electronic, digital or mobile device stored with or enabled to access or use that Card.

“**Multi-currencies Statement Savings Account**” (MCSSA) means the Account opened by and maintained by the Bank under the name of the Cardmember for the purposes of recording debits in HKD, USD, RMB, AUD, CAD, EUR, GBP, JPY, NZD, SGD in respect of usage of the Card by the relevant Cardmember.

“**PIN**” means the Personal Identification Number assigned to the Card.

“**Schedule of Charges**” means the CNCBI Multi-currency Debit 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).

2. The AGREEMENT

2.1 By signing the Application Form, the Cardmember offers to enter into this Agreement with the Bank. The Bank may accept that offer by issuing the applicant with a Card.

2.2 By applying for, signing on and using this Card, the Cardmember agrees to be bound by the Bank's General Terms and Conditions and such other terms as may be agreed between the Cardmember and the Bank in relation thereto.

Part B: The Card

3. ISSUANCE OF CARD AND USE OF AUTHENTICATION FACTORS

3.1 Any Cards issued by the Bank to the Cardmember is for use on that Cardmember's Multi-currencies Statement Savings Account.

3.2 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.

3.3 The Cardmember will:

- (a) sign the Card issued in his name immediately upon receipt;
- (b) keep the Card secure under his personal control at all times;
- (c) not use the Card after it has been withdrawn or terminated; and
- (d) not authorize any third party to use the Card in any manner.

3.4 Authentication factors include but are not limited to 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 this 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.

3.5 The Cardmember should inform the Bank as soon as reasonably practicable through the Bank's Lost Card Reporting Hotline 3603 7899 after the Cardmember realizes that his Card or authentication factor has been lost, stolen or when the authentication factor or card information has been compromised.

3.6 The Cardmember shall not be responsible for any losses incurred:

- (a) in the event of misuse when the Card has not been delivered to 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; or
- (d) when transactions are made through the use of counterfeit cards.

3.7 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 debit card loss shall be **HK\$500**.

3.8 During the investigation of a disputed transaction between the Cardmember and any merchant, the Bank has the right to charge and debit the Account for the transaction and refund the relevant amount to the Cardmember after the investigation result supports his claim. The Bank has sole discretion whether or not to make refund pending the result of the investigation.

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.

4. USE OF THE CARD

4.1 Cardmember will maintain with the Bank a Multi-currencies Statement Savings Account in respect of the Card. The value of all transactions effected through the use of a Card and will be debited in accordance with this paragraph 4.

4.2 The Cardmember will only use his Card if he has sufficient money in his Account. No overdraft facility is provided to the Card. The Bank will not effect a transaction if the Cardmember does not have sufficient available funds in the Account to settle the transaction as set out in paragraph 4.3.

4.3 If the Cardmember effects a transaction using the Card or authentication factors in a currency other than HKD (“foreign currency”), the Bank will debit the transaction amount in the following manner:

- (a) if the transaction is a cash withdrawal via CNCBI or Joint Electronic Teller Services Limited (JETCO) network ATM, the Bank will convert the transaction amount into HKD and debit the converted amount from HKD Account, regardless of the transaction currency and the available fund amount in that currency Account. If the HKD Account does not have sufficient fund to settle the full converted amount, the transaction will be rejected.

The Bank has the right to effect the currency conversion in each case at the exchange rate and at the time as the Bank considers appropriate. The Cardmember shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

For other transactions, Clause 4.3 (b), (c) and (d) shall apply;

- (b) if the transaction is denominated in a foreign currency which the Cardmember may access under the Account and there are sufficient available funds in that foreign currency in the Account to settle the amount of the transaction in full, then the Bank will debit the full amount of the transaction in that foreign currency from the Account;
- (c) if the transaction is denominated in a foreign currency which are not supported currency, the full amount of the transaction will be settled in HKD.
- (d) if the Cardmember does not have access to the foreign currency under the Account, or there are no sufficient available funds in the foreign currency in the Account to settle

the full amount of the transaction, then the Bank will reject the transaction. For the avoidance of doubt, the Bank will not combine the available funds in HKD or foreign currencies held in the Account for settling transactions.

The Bank has the right to effect the currency conversion in each case at the exchange rate and at the time as the Bank considers appropriate. The Cardmember shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

The Clause 4.3 (a), (b), (c) and (d) are illustrated in the below Table:

| Transaction | ATM Network | Transaction Currency | Account to be debited |
|-----------------|---------------------|--|--|
| Cash Withdrawal | CNCBI | HKD, RMB | HKD |
| | JETCO | HKD, RMB, MOP | HKD |
| | Cirrus (Mastercard) | HKD | HKD |
| (c) | | USD, RMB, AUD, CAD, EUR, GBP, JPY, NZD, SGD | The corresponding currency account if there is sufficient fund. Otherwise, transaction will be rejected. |
| | | Currency other than HKD, USD, RMB, AUD, CAD, EUR, GBP, JPY, NZD, SGD | HKD |
| | | USD, RMB, AUD, CAD, EUR, GBP, JPY, NZD, SGD | The corresponding currency account if there is sufficient fund. Otherwise, transaction will be rejected. |
| Card Purchase | / | HKD | HKD |
| | | USD, RMB, AUD, CAD, EUR, GBP, JPY, NZD, SGD | The corresponding currency account if there is sufficient fund. Otherwise, transaction will be rejected. |
| | | Currency other than HKD, USD, RMB, AUD, CAD, EUR, GBP, JPY, NZD, SGD | HKD |
| | | USD, RMB, AUD, CAD, EUR, GBP, JPY, NZD, SGD | The corresponding currency account if there is sufficient fund. Otherwise, transaction will be rejected. |

4.4 If the account balance is insufficient for the Account to be debited to settle the full transaction amount on posting date, the Bank reserves the right to debit the shortfall from any other account the Cardmember maintains with the Bank for settlement regardless of the transaction currency, based on the exchange rate determined by the Bank at settlement. The Bank may also request the Cardmember to deposit funds into the Account to make up for any shortfall. The Cardmember shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

4.5 To use the Card for cash withdrawal at an ATM outside Hong Kong, the Cardmember must set:

- (a) overseas ATM daily withdrawal limits; and
- (b) corresponding activation periods.

The Cardmember can do this via one of the channels and in the manner (including whether the limits apply individually or collectively) designated by the Bank from time to time.

4.6 The Bank may charge fees when the Cardmember uses the Card outside Hong Kong. The Cardmember will also need to comply with the applicable law and regulations in the relevant overseas jurisdiction.

4.7 Without limiting the Bank's rights, the Bank may:

- (a) set transaction limits; or
- (b) specify the scope of the Card's service.

4.8 Subject to paragraphs 4.5 to 4.10, the Card may be used at any branch or ATM (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 effecting purchases of goods and services and such other transactions as may be acceptable to the Bank.

4.9 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 debit 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 in relation to any transaction conducted with the Card in such other country.

4.10 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 Card Account, whether or not a sales draft or transaction record has been signed by the Cardmember. 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.

4.11 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.

4.12 The Card remains the Bank's property. The Cardmember should return it to the Bank upon request.

4.13 The Cardmember can operate the Account with the Card by electronic or digital means. This includes at an ATM, a point of sale terminal, by telephone or other designated electronic, digital or mobile device. The Cardmember will need to link that Account to his Card. The Bank may set conditions or limits on the Cardmember's use of the Card, including:

- (a) the Account to be linked to the Cardmember's Card;
- (b) the currency of any transaction; and
- (c) limits for transactions or payment effected by the Card. This includes per-day or per-transaction or other limits.

4.14 The Bank has the right to determine the settlement currency at its discretion for reversal and refund transaction. If currency exchange is involved, the exchange rate determined by the Bank will be used.

4.15 If there is a change in the currency Account status (such as changing to dormant status), transactions using that currency with the Card may be rejected subject to the Bank's discretion.

Part C: Statements and payment obligations

5. MONTHLY STATEMENTS

5.1 The Cardmember undertakes to verify the correctness of each monthly statement in respect of the Account 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. 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 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.

5.2 Notwithstanding anything else in this Agreement, 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 6.1 above shall also apply to such revised monthly statements.

6. LIABILITY OF CARDMEMBERS

Cardmember shall be liable for all Charges incurred by him. The Cardmember shall be liable to the Bank any charge or fee effected or incurred but not then debited to the Account.

7. 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 as may be specified in the 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.

4.12 The Card remains the Bank's property. The Cardmember should return it to the Bank upon request.

4.13 The Cardmember can operate the Account with the Card by electronic or digital means. This includes at an ATM, a point of sale terminal, by telephone or other designated electronic, digital or mobile device. The Cardmember will need to link that Account to his Card. The Bank may set conditions or limits on the Cardmember's use of the Card, including:

- (a) an annual fee whenever applicable for each Card, which is non-refundable, except where a 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 charge for each direct debit or autopay instruction which is returned unpaid; and
- (d) any other fees and charges to be prescribed by the Bank from time to time with prior notice.

8. RIGHT OF SET-OFF

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 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.

Part D: Privacy

9. PERSONAL DATA

9.1 The Cardmember agrees that the data concerning himself requested by the Bank from time to time is 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 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 relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) ("PDP Ordinance") of the Bank from time to time.

9.2 The Cardmember may at any time in accordance with the PDP 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 cease using his personal data for its marketing purposes without charge.

9.3 The Cardmember consents to the Cardmember information being transferred to another jurisdiction outside Hong Kong and being used, processed and stored in or outside Hong Kong by third parties on behalf of the Bank. The Bank will contract with the third parties to take reasonable care to keep the Cardmember information confidential and to observe, in conformity with local laws and regulations, the requirements of the PDP Ordinance. Local and overseas regulatory and judicial authorities may in certain circumstances have access to the Cardmember information.

9.4 The Cardmember acknowledges and agrees that some services, operational and processing procedures relating to the transactions/services provided by the Bank to the Cardmember may from time to time be outsourced by the Bank to regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Bank and third parties selected by the Bank or any of them,

wherever situated, and these service providers may from time to time be given access to information relating to the Cardmembers and/or the Accounts and/or the transactions and services provided by the Bank to the Cardmember for the purpose of or in relation to the services and procedures they perform.

9.5 The Cardmember represents and 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.

9.6 The Cardmember represents and warrants that any data provided in relation to a third person has been provided with the consent of the third person.

Part E: Ending and amending the Agreement

10. TERMINATION

10.1 The Bank shall have the right at any time to withdraw, suspend, extend or modify any or all of the Cards and terminate this Agreement without giving any reason or prior notice to the Cardmember.

10.2 The Cardmember may terminate his Card by contacting the Bank.

10.3 The Cardmember's Card will also be terminated or canceled if the Card has not been activated within 18 months from the issuing date or there is a change in the linked Multi-currencies Statement Savings Account.

10.4 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 of the Card which has been terminated.

10.5 Upon termination or cancellation of the Card for whatever reason, the Cardmember shall cut the Card into halves and immediately return the same to the Bank.

11. AMENDMENTS

11.1 The Bank may at any time delete, replace, add or change any term of this Agreement (including any applicable fees or charges) by giving reasonable prior notice as it deems appropriate to the Cardmember.

11.2 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.

11.3 Any transaction effected using the Card after the effective date of amendments will be deemed to be conclusive evidence that such amendments have been accepted by the Cardmember.

Part F: Other

12. MISCELLANEOUS

12.1 The Bank may record the Cardmember's telephone conversations with the Bank made in the course of business.

12.2 A record issued by the Bank at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.

12.3 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.

12.4 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.

12.5 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.

12.6 In the event of any inconsistencies between the English version and the Chinese version of this Agreement, the English version shall prevail.

12.7 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 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 dispatched by the Bank by letter postage prepaid shall be deemed to have been given immediately after posting.

12.8 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.

12.9 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.

12.10 This Agreement will be governed by and construed in accordance with the laws of Hong Kong.

12.11 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.

Should you have any enquiries, please call our Customer Service Hotline at 2280 1800.