

Effective from : 2 March 2022

CNCBI Credit Cardmember Agreement

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

1. ISSUANCE OF CARD AND PIN

- 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 - (d) not use the Card after it has been withdrawn or terminated;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 The Cardmember will keep any Personal Identification Number (“PIN”) in connection with the use of the Card strictly confidential and immediately inform the Bank if the PIN is lost or known to any other person.
- 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 PIN has been lost or stolen or when someone else knows his PIN.
- 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/PIN has been lost or stolen or when someone else knows the PIN;
 - (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 counterfeited 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 PIN has been lost or stolen or that someone else knows the PIN. Provided that he has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his Card or PIN has been lost or stolen, his maximum liability for such credit card loss shall be **HK\$500**. The aforesaid maximum liability does not cover cash advance transactions.
- 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 PIN has been

lost or stolen or that someone else knows the PIN, or has failed to follow to safeguard his PIN in accordance with the advice of the Bank.

2. USE OF THE CARD

- 2.1 The Card may be used as a credit card and, subject to the agreement of the Bank, an ATM Card in connection with the Cardmember’s account(s) maintained with the Bank. Use of the Card as a credit card shall be subject to this Agreement. Use of the Card as an ATM card shall be subject to the Terms and Conditions for ATM Card and the General Terms and Conditions of the Bank.
- 2.2 The Card may be used at any branch or ATM machine (subject to the availability of cash and any applicable withdrawal limit) of the Bank and other financial institutions and merchants which accept the Card for drawing cash advance, effecting purchases of goods and services and such other transactions as may be acceptable to the Bank. However, the Cardmember shall not use the Card to take part in any illegal activities (including unlawful gambling through the Internet). The Bank reserves the right at its absolute discretion at any time to reject the use of the Card as a credit card for purchase of any goods or services.
- 2.3 Unless otherwise provided herein, the Cardmember shall be liable for all transactions effected through the use of the Card, Card details, or any equipment or device used to access the Credit Card Account, whether or not a sales draft or transaction record has been signed by the Cardmember and the Credit Limit has been exceeded. Such transactions may include orders placed by telephone, fax, through the Internet or a wireless network, contactless reader, other electronic terminals or devices, mail order, direct debit authorization, or use of the Card at ATM machines.
- 2.4 The Bank shall not be responsible for the refusal to accept the Card by any merchant. Any dispute between the Cardmember and any merchant for the purchase of goods and services effected through the use of the Card or any other obligations of the merchant shall be resolved between the Cardmember and the merchant directly. Credits for refund made by merchants to the Cardmember will be made only after the Bank has received a properly issued credit voucher.
- 2.5 The Cardmember may apply for the Merchant Interest-free Instalment Plan (“Merchant Instalment Plan”) to purchase goods and/or services from designated merchants, subject to the following terms:
<NOT applicable to CNCBI Dual Currency Credit Cardmember Agreement, CNCBI RMB Credit Cardmember Agreement OR CNCBI Business Cardmember Agreement>
 - (a) The Merchant Instalment Plan is provided by the Bank at its absolute discretion subject to eligibility and account status checking and is only applicable to Cardmember at such merchants as may be designated and communicated by the Bank from time to time (“Merchant”). The Bank reserves the right to approve or reject any application without giving any reason or notification therefor. The Bank shall not be responsible for any loss or liability which Cardmember may suffer or incur as a result of any such application being rejected.
 - (b) Cardmember irrevocably authorizes the Bank to make a full payment to the Merchant Instalment Plan for the purchase of the goods and/or services on behalf the Cardmember upon approval of the application. The Bank will withhold an amount equivalent to the total purchase price of the goods and/or services, subject to a minimum amount of **HK\$100**, from the Credit Limit of the Credit Card Account. The Bank will calculate the amount of each instalment by dividing the purchase price of the goods and/or services by the number of months in the instalment period approved by the Bank and debit the amount of each instalment to the Credit Card Account on a monthly basis, commencing from such date as the Bank may prescribe at its full discretion. Each instalment will be charged to the Credit Card Account in the same manner as a retail transaction and shown on the monthly statement. The Cardmember shall repay

each instalment in the same manner as a retail transaction till Cardmember pay the outstanding balance in full.

- (c) In any event, Cardmember, in accordance with the terms of this agreement, is required to repay the instalment on time and is liable for all charges. Cardmember shall pay (or have paid) in full the statement balance by the Payment Due Date every month, otherwise it may incur additional fees and charges, including and without limitation to the events of Cardmember pays (has paid) an amount equal to or greater than the Minimum Payment Due (as described in Clause 4.2 below) but less than the Statement Balance (as described in Clause 3.2 below) for Current and Previous Statements, or Cardmember pays an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for the Current Statement only, or Cardmember pays less than the Minimum Payment Due. Please refer to clause 4 “PAYMENT” and clause 5 “FEES AND CHARGES” of this agreement for details.
- (d) The Bank will progressively restore the Credit Limit of the Credit Card Account according to the repayment 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.
- (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 or PhoenixMiles 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.
- (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.

3. MONTHLY STATEMENTS

- 3.1 The Bank will maintain an account in respect of each Card (each a “Credit Card Account”) to which the values of all transactions effected through the use of the relevant Card and all charges, interests, fees and other sums payable hereunder (the “Charges”) will be debited.
 - 3.2 Unless the Statement Balance for the relevant month carries a credit balance or a debit balance from retail purchase which is less than such amount as may be determined by the Bank from time to time (currently HK\$10) and there has been no transaction since the immediately preceding monthly statement, the Bank will issue to each Cardmember a monthly statement in respect of his Card setting out details of all Charges payable (the “Statement Balance”) and the date on which the Minimum Payment Due must be paid (“Payment Due Date”).
 - 3.3 The Cardmember undertakes to verify the correctness of each monthly statement in respect of the Card received from the Bank within sixty **(60)** days from the statement date thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank’s record of transaction or such monthly statement as so stated. The Cardmember agrees to notify the Bank about any unauthorized transaction within sixty **(60)** days from the statement date in such manner as the Bank may accept from time to time. If the Cardmember notifies the Bank of an unauthorized transaction within sixty **(60)** days from the statement date, the Bank will not impose any interest or finance charges on the disputed transaction while it is being investigated. If, however, the report made by the Cardmember is subsequently proved to be unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period. The Cardmember agrees to follow the Bank’s instructions and cooperate fully with the Bank and any appropriate authorities during subsequent investigations into the unauthorized transaction(s) involving the Card. At the end of the sixty **(60)** days’ period, the transactions shown on the statement will be considered as correct, conclusive and binding on the Cardmember and the Cardmember will be deemed to have waived any right to raise any objection or pursue any remedies against the Bank in relation to such transaction.
 - 3.4 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any monthly statement previously sent to the Cardmember to correct any details contained therein which have been wrongly or mistakenly made by the Bank. The Cardmember agrees that paragraph 3.3 above shall also apply to such revised monthly statements.
- #### 4. PAYMENT
- 4.1 The Cardmember shall pay to the Bank the Statement Balance on or before the Payment Due Date specified in the relevant monthly statement, otherwise the Cardmember shall be liable for the applicable charges referred to in paragraph 5 below.
 - 4.2 Notwithstanding paragraph 4.1 above, the Cardmember may choose not to settle the Statement Balance in full, in which case the Cardmember must on or before the Payment Due Date specified in the relevant monthly statement, pay the minimum payment due set out in the relevant monthly statement (the “Minimum Payment Due”), otherwise the Cardmember shall be liable for the applicable charges referred to in paragraph 5 below.
 - 4.3 Payment will only be considered to have been made by the Cardmember when cleared funds have been verified and received by the Bank. Payments shall be (a) firstly applied towards payment of the interest, fees and charges payable by the Cardmember in connection with the Card; (b) secondly towards payment of the principal amount of the transactions effected through the Card; and (c) lastly towards payment of legal and collection fees and expenses, in a descending order according to the applicable monthly interest rate or in any other order as the Bank considers appropriate without prior reference to the Cardmember.

- 4.4 Notwithstanding anything contained herein, the entire outstanding balance of the Credit Card Account together with the amount of all transactions effected through the use of the Card (whether or not the same has been presented to the Bank by the relevant merchant or otherwise) shall become due and payable immediately upon termination or cancellation of the Card for whatever reason or upon demand by the Bank.
- 4.5 If the Cardmember fails to pay any sum due and payable hereunder, the Bank may appoint debt collection agencies to collect the sum. If the Bank has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or recovering any sum payable hereunder from the Cardmember or for other remedies resulting from the breach or non-compliance of any terms hereof, the Cardmember will fully reimburse the Bank of all reasonable legal and other fees and expenses (including the fees of debt collection agencies) incurred in that connection.
- 4.6 No interest will accrue on the credit balance of the Credit Card Account.
- 4.7 Where the Credit Card Account is in credit, the Bank may (but is not obliged to), upon request by the Cardmember or at any time the Bank (in its sole and absolute discretion) chooses, refund to the Cardmember a part or the whole of the credit balance in the Credit Card Account upon such conditions as the Bank may impose and in such manner (including, but not limited to, by way of issuance of a cashier’s order in favour of the Cardmember or crediting any banking or credit card account of the Cardmember maintained with the Bank), at such location and at such time, in each case as the Bank may determine in its sole and absolute discretion. The refund shall be made in HKD.

5. FEES AND CHARGES

The Bank shall be entitled to the following fees and charges in connection with the Card. Such fees and charges shall be at such rate, in such amount and subject to such maximum and minimum sums as may be specified in the CNCBI Credit Card Fees and Charges or similar schedule of charges of the Bank (as may be imposed, amended, supplemented, replaced or updated by the Bank from time to time, “Schedule of Charges”) from time to time. The current Schedule of Charges of the Bank will be sent to the Cardmember upon issuance of the Card and at any time upon request.

- (a) an annual fee for each Card, which is non-refundable, except where the Cardmember terminates his Card because he refuses to accept any variation to this Agreement;
- (b) a handling charge for the issuance of each replacement Card;
- (c) a handling fee in respect of each cash advance transaction payable upon effecting the transaction;
- (d) a late charge if the Cardmember fails to pay the Minimum Payment Due set out in the relevant monthly statement by the relevant Payment Due Date to be accrued on the Outstanding Balance of the amount of the Minimum Payment Due;
- (e) a finance charge in respect of each cash advance transaction to be accrued on the outstanding balance of the cash advance transaction daily in a **365**-day (**366**-day for Leap Years) year basis from the date of transaction until payment in full;
- (f) if the Cardmember fails to settle the entire amount of the Statement Balance by the stated Payment Due Date, a finance charge will apply to the daily outstanding balance based on the monthly flat rates for retail transaction and cash advance (“Standard Monthly Rate”) as specified in the Schedule of Charges starting from and excluding the statement date of the preceding monthly statement (“Last Statement Date”) until outstanding Statement Balance is settled in full. All new transactions posted after the Last Statement Date will also be subject to the finance charge. The finance charge on new transactions will be calculated from the date of transaction to the date of full payment settlement.

- Each time if a Cardmember fails to repay the Minimum Payment Due by the Payment Due Date stated on the relevant account statement for 2 consecutive statement periods, the Bank reserves the right to increase the finance charge as deemed appropriate by it from the Standard Monthly Rate specified in the Schedule of Charges, effective from and including the starting date of the next statement period.
- When payment is received to satisfy all outstanding Minimum Payment Due, the finance charge will be restored to the Standard Monthly Rate specified in the Schedule of Charges, effective from and including the starting date of the next statement period.
- If Cardmember’s account has been involuntarily closed with any unsettled outstanding balance, the Bank reserves the right to increase the finance charge as deemed appropriate by it from the Standard Monthly Rate specified in the Schedule of Charges, until the total outstanding balance is settled in full.
- Annualized Percentage Rate is calculated according to the standard method set out in the Code of Banking Practice.
- The Bank reserves the right to change the Standard Monthly Rate for the finance charge and the upper limit of the finance charge from time to time.
- (g) an overlimit charge in respect of each transaction effected through the use of the Card the value of which when aggregated with the outstanding balance of the Credit Card Account at the relevant time exceeds the Credit Limit;
- (h) a handling charge for the provision of copies of previous monthly statements;
- (i) a handling charge for the provision of copies of sales draft;
- (j) a handling charge for each cheque tendered to the Bank for payment which is not honoured;
- (k) a handling charge for each direct debit or autopay instruction which is returned unpaid;
- (l) any other fees and charges to be prescribed by the Bank from time to time with prior notice; and
- (m) a service charge is immediately payable upon each cash advance transaction made and effected over the bank counter.
- (n) Transactions effected in currencies other than Hong Kong dollars will be converted into Hong Kong dollars on the date of conversion before debiting to the account of the Card at the market rate or the government-mandated rate adopted by VISA/Mastercard plus a handling fee charged by the Bank and a reimbursement charge imposed by VISA/Mastercard to the Bank. Such exchange rate may be different from the transaction date due to market fluctuation.
- (o) The Cardmember may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, the Cardmember is reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. A handling fee for transaction(s) effected in Hong Kong dollars outside of Hong Kong or with merchants not registered in Hong Kong (e.g. internet transaction) will be charged by VISA/Mastercard, and the same will be debited to the Credit Card Account.

6. PRINCIPAL AND SUPPLEMENTARY CARDMEMBERS

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

7. PERSONAL DATA

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

8. RIGHT OF SET-OFF

- 8.1 The Cardmember agrees that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may, at any time without prior notice, combine or consolidate any or all of the Cardmember’s accounts (wherever situate) with his liabilities to the Bank or any of its branches, sub-branches or subsidiaries and set off or transfer any sum or sums standing to the

credit of any of the Cardmember’s accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as the Cardmember’s liabilities to the Bank are contingent or future, the Bank’s liability to the Cardmember to make payment of any sum or sums standing to the credit of any of the Cardmember’s accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

- 8.2 Notwithstanding paragraph 8.1, the Bank may not apply any sum standing to the credit of the account of any Supplementary Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember or other Supplementary Cardmembers to the Bank.
- 8.3 For the avoidance of doubt, the Bank may apply any sum standing to the credit of the account of the Principal Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember and the Supplementary Cardmember.

9. TERMINATION

- 9.1 The Bank shall have the right at any time to withdraw, suspend, extend or modify any or all of the Cards or terminate this Agreement without giving any reason or prior notice to the Cardmember.
- 9.2 The Cardmember may terminate his Card by contacting the Bank. The Bank may at any time terminate:
 - (a) any Card (including any Supplementary Card) at the request of the Principal Cardmember;
 - (b) any Supplementary Card at the request of the relevant Supplementary Cardmember; and
 - (c) any Supplementary Card upon termination of the Principal Card.
- 9.3 The Bank may at any time within twelve **(12)** months after the termination of any Card for whatever reason issue any Card to the relevant Cardmember in substitution for the Card which has been terminated.
- 9.4 Upon termination or cancellation of any Card for whatever reason, the Cardmember shall cut the Card into halves and return the same to the Bank forthwith.

10. AMENDMENTS

- 10.1 The Bank may at any time delete, replace, add or change any term of this Agreement (including any applicable fees or charges) by giving reasonable prior notice as it deems appropriate to the Cardmember.
- 10.2 If the Cardmember refuses to accept the Bank’s amendments, the Cardmember will, within 7 days or such period as may be expressly stated by the Bank (if any) after the Bank’s notification of the amendments, cancel the Card by written notice to the Bank.
- 10.3 Any transaction effected through the use of the Card after the effective date of amendments will be deemed to be conclusive evidence that such amendments have been accepted by the Cardmember.

11. MISCELLANEOUS

- 11.1 The Bank may record the Cardmember’s telephone conversations with the Bank made in the course of business.
- 11.2 A record issued by the Bank stating the amount due and payable by the Cardmember to the Bank at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.

- 11.3 The Bank may transfer all or part of the Bank’s rights, benefits and obligations under this Agreement and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about the Cardmember as the Bank may think fit for the purposes of such contractual arrangements.
- 11.4 The Cardmember acknowledges and agrees to be fully responsible for his own tax affairs, and that the Cardmember is solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to him in any relevant jurisdictions. The Cardmember confirms that he has and will continue to fully comply with all relevant laws and regulations, and will not carry out any transactions, or aid and abet, or facilitate the laundering of any proceeds that links or relates to unlawful activities, including but not limited to tax evasion, drug trafficking, other indictable offence, money laundering or transactions with terrorists, through his account(s). The Cardmember understands his tax status and transaction activity is subject to screening and monitoring as part of the Bank’s anti-money laundering review in compliance with legal and regulatory requirements.
- 11.5 The Bank’s failure or delay in exercising any rights, power or privilege in respect of this Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank’s further exercise, enforcement, or the exercise or enforcement of any other rights, power 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.

Effective from : 2 March, 2022

CNCBI Business Cardmember Agreement

CNCBI Business Card (each a “Card”) and together the “Card”) is issued by China CITIC Bank International Limited (the “Bank”) to the applicant hereof (the “Cardmember”) nominated in writing by the Company and approved by the Bank upon the following terms. By applying for, signing on or using the Card, the Cardmember and the Company agree and confirm that the application and use of the Card will be subject to the following terms.

1. Business Card

The Card issued to the applicant is for use in connection with a Business Card Account opened in the name of the Company. Business Cards are issued at the request of the Company and will be cancelled at the request of the Company or if the Company is unable or unwilling to meet all obligations relating to them or to the Business Card Account. The Cardmember and the Company are to be bound both jointly and severally by all the terms of this Agreement.

2. Issuance of Card and PIN

2.1 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.

2.2 The Bank may assign such credit limit (the “Credit Limit”) to the Business Card Account 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 Company and increase the Credit Limit at any time with prior notice.

The Company should by notice to the Bank (given by such means as from time to time permitted by the Bank) promptly allocate such limit among the Cards, failing which it shall be allocated equally between all Cards. The aggregate and the individually credit limit must not be exceeded. The Company and/or the Cardmembers shall forthwith pay the Bank any amount in excess of such limit, whenever incurred whether or not demanded by the Bank.

2.3 The Company will collect any/all Cards (including renewal Cards) from time to time issued in respect of the Business Card Account and sign acknowledgements of receipt to accept the applicable Terms and Conditions.

2.4 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.

2.5 The Cardmember will keep any Personal Identification Number (“PIN”) in connection with the use of the Card strictly confidential and immediately inform the Bank if the PIN is lost or known to any other person.

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 PIN has been lost or stolen or when someone else knows his PIN.

2.7 The Company and Cardmember shall not be responsible for any losses incurred:

- (a) in the event of misuse when the Card has not been received by the Company;
- (b) for all transactions not authorized by him after the Bank has been given adequate notification that the Card/PIN has been lost or stolen or when someone else knows the PIN;

(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.

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 PIN has been lost or stolen or that someone else knows the PIN. 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 PIN has been lost or stolen, their maximum liability for such credit card loss shall be **HK\$500**. The aforesaid maximum liability does not cover cash advance transactions.

2.9 Notwithstanding anything contained herein, the Company and Cardmember will be liable for all losses in connection with the Card if they have acted fraudulently, with gross negligence, failed to inform the Bank as soon as reasonably practicable after having found the Card or PIN has been lost or stolen or that someone else knows the PIN, or have failed to follow to safeguard the PIN in accordance with the advice of the Bank.

2.10 Renewal and Replacement Business Cards

The Bank will continue to issue renewal or replacement Card until the Cardmember or the Company advises otherwise.

3. Use of the Card

3.1 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.

3.2 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.

3.3. Unless otherwise provided herein, the Company and 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.

3.4 The Bank shall not be responsible for the refusal to accept the Card by any merchant. Any dispute between the Company and 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 Company, Cardmember and the merchant directly. Credits for refund made by merchants to the Company and Cardmember will be made only after the Bank has received a properly issued credit voucher.

4. Monthly Statements

4.1 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.

4.2 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 Company and the Cardmember a monthly statement in respect of the 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”).

The Bank may send to the Company a monthly statement recap consolidating details of the Statement Balance and the Payment Due Date of all the cards issued under the Business Card Account.

4.3 The Company and Cardmember undertake 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 Company and Cardmember agree 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 Company or Cardmember notify 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 Company or 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 Company and Cardmember agree 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 Company and the Cardmember and the Company 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.

4.4 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any monthly statement previously sent to the Company and Cardmember to correct any details contained therein which have been wrongly or mistakenly made by the Bank. The Company and Cardmember agree that paragraph 4.3 above shall also apply to such revised monthly statements.

5. Payment

5.1 The Company or Cardmember shall pay to the Bank the Statement Balance on or before the Payment Due Date specified in the relevant monthly statement, otherwise the Company and Cardmember shall be liable for the applicable charges referred to in paragraph 6 below.

5.2 Notwithstanding paragraph 5.1 above, the Company and Cardmember may choose not to settle the Statement Balance in full, in which case the Company and 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 Company and Cardmember shall be liable for the applicable charges referred to in paragraph 6 below.

5.3 Payment will only be considered to have been made by the Cardmember or the Company 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 Company and 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 Company and Cardmember.

5.4 Notwithstanding anything contained herein, the entire outstanding balance of the Credit Card Account together with the amount of all transactions effected through the use of the Card (whether or not the same has been presented to the Bank by the relevant merchant or otherwise) shall become due and payable immediately upon termination or cancellation of the Card for whatever reason or upon demand by the Bank.

5.5 If the Company or 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 the Company or for other remedies resulting from the breach or non-compliance of any terms hereof, the Cardmember or the Company 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.

5.6 No interest will accrue on the credit balance of the Credit Card Account or Business Card Account.

5.7 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.

6. 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 Business 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 Company and Cardmember terminate the Card because they refuse to accept any variation to this Agreement;
- (b) a handling charge for the issuance of each replacement Card;
- (c) a conversion fee of each company and imprinted logo fee of each card;
- (d) a handling fee and service charge in respect of each cash advance transaction payable upon effecting the transaction;
- (e) a late charge if the Cardmember or the Company 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;
- (f) a finance charge in respect of each cash advance transaction to be accrued on the outstanding balance of the cash advance transaction daily on a **365-day (366-day for Leap Years)** year basis from the date of transaction until payment in full;
- (g) if the Cardmember or the Company 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.

- Each time if Company or 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 (“APR”) is calculated according to the standard method set out in the Code of Banking Practice and the applicable annual fee, if any, is not included in the APR calculation.

- 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.

- (h) 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;

- (i) a handling charge for the provision of copies of previous monthly statements;

- (j) a handling charge for credit balance withdrawal such as cheque/cashier order/CHATS transfer out;

- (k) a handling charge for the provision of copies of sales draft;

- (l) a handling charge for each cheque tendered to the Bank for payment which is not honoured;

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

- (n) a handling fee of credit limit reassignment;

- (o) a service charge of Mastercard Smart Data Online;

- (p) a service charge of bank confirmation letter copy;

- (q) any other fees and charges to be prescribed by the Bank from time to time with prior notice; and

- (r) a service charge is immediately payable upon each cash advance transaction made and effected over the bank counter.

- (s) 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.

- (t) 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.

To avoid doubt, the Company shall be liable with the Cardmember jointly and severally of all charges incurred on the Card. The Bank may send the monthly statement to the Company which the Company and Cardmember are jointly and severally liable to settle the outstanding amount of the account. All charges are due immediately upon receipt of our monthly statement. Company and Cardmember should notify the Bank immediately of any change in the billing address if the Company or Cardmember receives the bills.

7. Cash Advance

7.1 The fees charged by the Bank for Cash Advances are stipulated in the Schedule of Charges. Any cash advance shall bear interest from the date of the cash advance to the date of actual repayment (whether before or after judgment) at such rate from time to time determined by the Bank at its discretion and charged to the Credit Card Account. The interest rate is shown in the Schedule of Charges.

8. Customer Data

8.1 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”).

8.2 The Cardmember may at any time in accordance with the Notice to Customers Relating to the Data of Customer (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 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 or debt collection agency; and (f) require the Bank to cease using his personal data for its marketing purposes without charge.

8.3 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.

8.4 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.

8.5 The Company and the Cardmember hereby warrant that all information provided by them 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. Right of Set-Off

9.1 The Company and the Cardmember 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 their accounts (wherever situate) with their 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 their 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 their liabilities to the Bank are contingent or future, the Bank's liability to them to make payment of any sum or sums standing to the credit of any of their accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

9.2 Notwithstanding paragraph 9.1, the Bank may not apply any sum standing to the credit of the account of the Company or the Cardmember in or towards satisfaction of other liabilities of the Company or the Cardmember to the Bank.

9.3 For the avoidance of doubt, the Bank may apply any sum standing to the credit of the account of the Company or the Cardmember in or towards satisfaction of the liabilities of the Company or the Cardmember.

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 or terminate this Agreement without giving any reason or prior notice to the Company or the Cardmember.

10.2 The Company may terminate the Card by contacting the Bank. The Bank may at any time terminate any Card at the request of the Company.

10.3 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.

10.4 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.

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 to the Cardmember and the Company.

11.2 If the Company or Cardmember refuses to accept the Bank's amendments, the Company or Cardmember will, within **7** days after the Bank's notification of the amendments, cancel the Card by written notice to the Bank.

11.3 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 and the Company.

12. Miscellaneous

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

12.2 A record issued by the Bank stating the amount due and payable by the Company and Cardmember to the Bank at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings, in the absence of manifest error.

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 Company and 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 Company and Cardmember shall be deemed to have been so given if addressed to the Company or 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.

12.8 The Company and 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 the Hong Kong Special Administrative Region.

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

12.12 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 2280 1288.

Effective from : 2 March, 2022

CNCBI RMB Credit Cardmember Agreement

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

1. ISSUANCE OF CARD AND PIN

- 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 The Cardmember will keep any Personal Identification Number (“PIN”) in connection with the use of the Card strictly confidential and immediately inform the Bank if the PIN is lost or known to any other person.
- 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 PIN has been lost or stolen or when someone else knows his PIN.
- 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/PIN has been lost or stolen or when someone else knows the PIN;
 - (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 PIN has been lost or stolen or that someone else knows the PIN. Provided that he has

not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his Card or PIN has been lost or stolen, his maximum liability for such credit card loss shall be **HK\$500** or its equivalent amount. 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 PIN has been lost or stolen or that someone else knows the PIN, or has failed to follow to safeguard his PIN in accordance with the advice of the Bank.

2. USE OF THE CARD

- 2.1 The Card may be used as a credit card and, subject to the agreement of the Bank, an ATM Card in connection with the Cardmember’s account(s) maintained with the Bank. Use of the Card as a credit card shall be subject to this Agreement. Use of the Card as an ATM card shall be subject to the Terms and Conditions for ATM Card and the General Terms and Conditions of the Bank.
- 2.2 The Card may be used at any branch or ATM machine (subject to the availability of cash and any applicable withdrawal limit) of the Bank. 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. The Cardmember shall also observe all laws and regulations from time to time in Mainland China in relation to any transaction conducted with the Card in any countries.
- 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 Card is denominated in Renminbi Yuan and is valid for use by the Cardmember in Mainland China and such other places from time to time designated by the Bank for purchase of goods and services from merchant is establishments, which are connected to China UnionPay Company Limited (the “China UnionPay”) POS system and/or cash advances effected at the ATM machines.

3. MONTHLY STATEMENTS

- 3.1 The Bank will maintain an account in respect of each Card (each a “Credit Card Account”) to which the values of all transactions effected through the use of the relevant Card and all charges, interests, fees and other sums payable hereunder (the “Charges”) will be debited.

- 3.2 Unless the Statement Balance for the relevant month carries a credit balance or a debit balance from retail purchase which is less than such amount as may be determined by the Bank from time to time (currently CNY10) and there has been no transaction since the immediately preceding monthly statement, the Bank will issue to each Cardmember a monthly statement in respect of his Card setting out details of all Charges payable (the “Statement Balance”) and the date on which the Minimum Payment Due must be paid (“Payment Due Date”).

- 3.3 The Cardmember undertakes to verify the correctness of each monthly statement in respect of the Card received from the Bank within sixty (60) days from the statement date thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank’s record of transaction or such monthly statement as so stated. The Cardmember agrees to notify the Bank about any unauthorized transaction within sixty (60) days from the statement date in such manner as the Bank may accept from time to time. If the Cardmember notifies the Bank of an unauthorized transaction within sixty (60) days from the statement date, the Bank will not impose any interest or finance charges on the disputed transaction while it is being investigated. If, however, the report made by the Cardmember is subsequently proved to be unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period. The Cardmember agrees to follow the Bank’s instructions and cooperate fully with the Bank and any appropriate authorities during subsequent investigations into the unauthorized transaction(s) involving the Card. At the end of the sixty (60) days’ period, the transactions shown on the statement will be considered as correct, conclusive and binding on the Cardmember and the Cardmember will be deemed to have waived any right to raise any objection or pursue any remedies against the Bank in relation to such transaction.

- 3.4 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any monthly statement previously sent to the Cardmember to correct any details contained therein which have been wrongly or mistakenly made by the Bank. The Cardmember agrees that paragraph 3.3 above shall also apply to such revised monthly statements.

4. PAYMENT

- 4.1 The Cardmember shall pay to the Bank the Statement Balance on or before the Payment Due Date specified in the relevant monthly statement, otherwise the Cardmember shall be liable for the applicable charges referred to in paragraph 5 below.
- 4.2 Notwithstanding paragraph 4.1 above, the Cardmember may choose not to settle the Statement Balance in full, in which case the Cardmember must on or before the Payment Due Date specified in the relevant monthly statement, pay the minimum payment due set out in the relevant monthly statement (the “Minimum Payment Due”), otherwise the Cardmember shall be liable for the applicable charges referred to in paragraph 5 below.
- 4.3 Payment will only be considered to have been made by the Cardmember when cleared funds have been verified and received by the Bank. Payments shall be (a) firstly applied towards payment of the interest, fees and charges payable by the Cardmember in connection with the Card; (b) secondly towards payment of the principal amount of the transactions effected through the Card; and (c) lastly towards payment of legal and collection fees and expenses, in a descending order according to the applicable monthly interest rate or in any other order as the Bank considers appropriate without prior reference to the Cardmember.

- 4.4 Notwithstanding anything contained herein, the entire outstanding balance of the Credit Card Account together with the amount of all transactions effected through the use of the Card (whether or not the same has been presented to the Bank by the relevant merchant or otherwise) shall become due and payable immediately upon termination or cancellation of the Card for whatever reason or upon demand by the Bank.

- 4.5 Transactions effected in currencies other than Renminbi Yuan will be converted into Renminbi Yuan before debiting to the account of the Card at such rate as determined by reference to the rate of exchange adopted by China UnionPay on the date of conversion.

- 4.6 All payment made to the Bank pursuant to this Agreement shall be made in Renminbi Yuan at prescribed locations in Hong Kong but the Bank may accept payment in currencies other than Renminbi Yuan, such payment shall be credited into the Account after conversion into Renminbi Yuan at a rate of exchange determined by the Bank. Cash payment made in excess of any maximum limit specified by the receiving institution may be subject to an administration or handling fee imposed by that institution.

- 4.7 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.

- 4.8 No interest will accrue on the credit balance of the Credit Card Account.

- 4.9 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 CNY.

5. FEES AND CHARGES

The Bank shall be entitled to the following fees and charges in connection with the Card. Such fees and charges shall be at such rate, in such amount and subject to such maximum and minimum sums as may be specified in the CNCBI RMB 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 on 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 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.

- 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 (“APR”) is calculated according to the standard method set out in the Code of Banking Practice and the applicable annual fee, if any, is not included in the APR calculation.
- The Bank reserves the right to change the Standard Monthly Rate for the finance charge and the upper limit of the finance charge from time to time.

- (g) an overlimit charge in respect of each transaction effected through the use of the Card the value of which when aggregated with the outstanding balance of the Credit Card Account at the relevant time exceeds the Credit Limit;

- (h) a handling charge for the provision of copies of previous monthly statements;
- (i) a handling charge for the provision of copies of sales draft;
- (j) a handling charge for each cheque tendered to the Bank for payment which is not honoured;
- (k) any other fees and charges to be prescribed by the Bank from time to time with prior notice; and
- (l) a service charge is immediately payable upon each cash advance transaction made and effected over the bank counter.

6. PRINCIPAL AND SUPPLEMENTARY CARDMEMBERS

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

7. PERSONAL DATA

- 7.1 The Cardmember agrees that the data concerning himself requested by the Bank from time to time are necessary for the Bank to provide services to the Cardmember. If the Cardmember fails to provide the data to the Bank, the Bank may not be able to provide any service or facility to the Cardmember. The Cardmember may always contact the Personal Data Officer of the Bank to gain access to and request correction or amendment to such data. Such data together with other data concerning the Cardmember obtained by the Bank from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in the “Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data” or similar document of the Bank (as may be amended, supplemented or varied from time to time).
- 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 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 or debt collection agency; and (f) require the Bank to cease using his personal data for its marketing purposes without charge.
- 7.3 The Cardmember agrees that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of his liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to him, his statements of account and such of his other data as the Bank may deem fit.
- 7.4 The Cardmember hereby warrants that he will obtain the prior consent of his referees before giving their names and other personal data to the Bank.
- 7.5 The Cardmember hereby warrants that all information provided by him to the Bank is provided voluntarily and that such information is true, correct and complete in all respects and that he shall inform the Bank forthwith of any change of such information.

8. RIGHT OF SET-OFF

- 8.1 The Cardmember agrees that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may, at any time without prior notice, combine or consolidate any or all of the Cardmember’s accounts (wherever situate) with his liabilities to the Bank or any of its branches, sub-branches or

subsidiaries and set off or transfer any sum or sums standing to the credit of any of the Cardmember’s accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as the Cardmember’s liabilities to the Bank are contingent or future, the Bank’s liability to the Cardmember to make payment of any sum or sums standing to the credit of any of the Cardmember’s accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

- 8.2 Notwithstanding paragraph 8.1, the Bank may not apply any sum standing to the credit of the account of any Supplementary Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember or other Supplementary Cardmembers to the Bank.
- 8.3 For the avoidance of doubt, the Bank may apply any sum standing to the credit of the account of the Principal Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember and the Supplementary Cardmember.

9. TERMINATION

- 9.1 The Bank shall have the right at any time to withdraw, suspend, extend or modify any or all of the Cards or terminate this Agreement without giving any reason or prior notice to the Cardmember.
- 9.2 The Cardmember may terminate his Card by contacting the Bank. The Bank may at any time terminate:
 - (a) any Card (including any Supplementary Card) at the request of the Principal Cardmember;
 - (b) any Supplementary Card at the request of the relevant Supplementary Cardmember; and
 - (c) any Supplementary Card upon termination of the Principal Card.
- 9.3 The Bank may at any time within twelve (12) months after the termination of any Card for whatever reason issue any Card to the relevant Cardmember in substitution for the Card which has been terminated.
- 9.4 Upon termination or cancellation of any Card for whatever reason, the Cardmember shall cut the Card into halves and return the same to the Bank forthwith.

10. AMENDMENTS

- 10.1 The Bank may at any time delete, replace, add or change any term of this Agreement (including any applicable fees or charges) by giving reasonable prior notice to the Cardmember.
- 10.2 If the Cardmember refuses to accept the Bank’s amendments, the Cardmember will, within 7 days 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 in the absence of manifest error.

- 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 2280 1288.

Effective from : 2 March, 2022

CNCBI Dual Currency Credit Cardmember Agreement

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Part A: Definitions and acceptance of terms

1. DEFINITIONS

“**Agreement**” means this CNCBI Dual Currency Credit 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 Dual Currency Credit Card issued by the Bank under this Agreement to the Principal Cardmember or any Supplementary Cardmember (as applicable).

“**Cardmember**” means the Principal Cardmember or any Supplementary Cardmember.

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

“**CNY**” means China yuan, the lawful currency for the time being of the PRC.

“**Credit Card Account**” means the HKD Account or the RMB Account, as applicable.

“**Combined Credit Limit**” means the combined credit limit applicable to the Cardmember’s HKD Account and RMB Account as solely and absolutely determined by the Bank from time to time. The Combined Credit Limit will be shared among all Dual Currency Credit Card Accounts (including HKD & RMB accounts) maintained with the Bank. The Combined Credit Limit is calculated in HKD.

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

“**HKD Account**” means any HKD account opened by and maintained with the Bank under the name of the Principal Cardmember or a Supplementary Cardmember (as applicable) for the purposes of recording debits and credits in HKD in respect of usage of the Card under this Agreement by the relevant Cardmember.

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

“**Last Statement Date**” means the statement date of the preceding monthly statement issued under paragraph 5.

“**Minimum Payment Due**” means the minimum amounts which must be paid each month as set out in the monthly statement as described under paragraph 5.

“**Payment Due Date**” means the date on which the Minimum Payment Due must be paid as set out in the monthly statement as described under paragraph 5.

“**PIN**” means the Personal Identification Number assigned to the Card. “**Principal Cardmember**” means the person addressed as the Principal Cardmember in the Application Form.

“**RMB**” means Renminbi, the lawful currency for the time being of the PRC.

“**RMB Account**” means any RMB account opened by and maintained with the Bank under the name of the Principal Cardmember or a Supplementary Cardmember as applicable for the purposes of recording debits and credits in CNY in respect of usage of the Card by the relevant Cardmember.

“**PRC**” means the People’s Republic of China but excluding Hong Kong, Macau and Taiwan.

“**Schedule of Charges**” means the Key Facts Statement/CNCBI Dual Currency 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).

“**Standard Monthly Rate**” means the monthly flat rate for retail transaction and cash advances as specified in the Schedule of Charges.

“**Statement Balance**” means the Charges payable under each Credit Card Account as set out in a monthly statement as described under paragraph 5.

“**Supplementary Cardmember**” means the person addressed as the Supplementary Cardmember in the Application Form and any other person to whom a Card is issued under paragraph 2.1.

“**UPI**” means UnionPay International Company Limited, a wholly owned subsidiary of China UnionPay Company Limited.

2. THE AGREEMENT

2.1 By signing the Application Form, the Principal 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 Subject to the Bank’s approval in its sole and absolute discretion, the Principal Cardmember may nominate to the Bank a person to be a Supplementary Cardmember. Each Supplementary Cardmember agrees to the terms of this Agreement upon using any Card issued to them.

Part B: The Card

3. ISSUING THE CARD

3.1 Any Cards issued by the Bank to the Principal Cardmember or the Supplementary Cardmember are for use on that Cardmember’s HKD Account and RMB 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 Bank may assign a Combined Credit Limit to the Card as the Bank deems fit. The Bank may reduce the Combined Credit Limit at any time without giving prior notice to the Cardmember and increase the Combined Credit Limit at any time with prior notice.

3.4 The Cardmember will:

- (a) sign the Card issued in their name immediately upon receipt;
(b) keep the Card secure under their personal control at all times;
(c) not exceed the Combined 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; and
(f) make good any amount in excess of the Combined Credit Limit immediately, without demand from the Bank.

3.5 The Cardmember will keep any PIN strictly confidential and immediately inform the Bank if the PIN is lost or known to any other person.

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 PIN has been lost or stolen or when someone else knows his PIN.

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

- (a) in the event of misuse when the Card has not been received by them;
(b) for all transactions not authorized by them after the Bank has been given adequate notification that the Card/PIN has been lost or stolen or when someone else knows the PIN;
(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.

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

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 PIN has been lost or stolen or that someone else knows the PIN, or has failed to follow to safeguard his PIN in accordance with the advice of the Bank.

4. USE OF THE CARD

4.1 Each Cardmember will maintain with the Bank both a HKD Account and RMB 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 Subject to paragraph 4.4, all transactions effected using a Card in CNY will be posted to the RMB Account of the Cardmember whose Card was used to effect the transaction.

4.3 Subject to paragraph 4.4, all transactions effected using a Card in a currency that is not CNY, will be posted to the HKD Account of the Cardmember whose Card was used to effect the transaction. 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. The Cardmember shall pay the Bank its levies at such additional percentages as prescribed by the Bank plus all commissions, charges and fees charged to the Bank by UPI and / or other intermediaries or service providers in relation to such transactions, foreign currency exchange, remittance and transfer services ancillary thereto.

4.4 The Card may be used as a credit card and, subject to the agreement of the Bank, may be used to access other accounts held by the Cardmember with the Bank through an Automatic Teller Machine (“ATM”). The use of the Card as a credit card shall be subject to this Agreement. The use of the Card through an ATM to access other accounts with the Bank shall be subject to the Terms and Conditions for ATM Card and the General Terms and Conditions of the Bank.

4.5 Subject to paragraphs 4.4 and 4.6, 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 drawing cash advance, effecting purchases of goods and services and such other transactions as may be acceptable to the Bank.

4.6 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.

4.7 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.

4.8 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 is satisfied that it has received a properly issued credit voucher.

Part C: Statements and payment obligations

5. MONTHLY STATEMENTS

5.1 Unless the Statement Balance for the relevant month of both the HKD Account and CNY Account 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 in respect of the HKD Account or CNY10 in respect of the CNY Account) 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 the Credit Card Accounts setting out details of all Charges payable and the Payment Due Date.

5.2 The monthly statement will include details of the outstanding balance for both the HKD Account and the RMB Account for each Cardmember detailing the Minimum Payment Due for the HKD Account and the RMB Account for that Cardmember.

5.3 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.

5.4 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 5.3 above shall also apply to such revised monthly statements.

5.5 Subject to paragraph 5.3 above shall also apply to such revised monthly statements.

5.6 The Cardmember shall be liable for all Charges incurred by him. The Cardmember shall be liable to the Bank to settle the entire outstanding balance in the Credit Card Accounts and any charge or fee effected or incurred but not then debited to the Credit Card Accounts. In addition, the Principal Cardmember shall 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.

5.7 Each Cardmember shall be liable for all Charges incurred by him. The Cardmember shall be liable to the Bank to settle the entire outstanding balance in the Credit Card Accounts and any charge or fee effected or incurred but not then debited to the Credit Card Accounts. In addition, the Principal Cardmember shall 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.

5.8 No interest will accrue on the credit balance of the Credit Card Account.

5.9 Where the HKD Account or the RMB 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 HKD Account or the RMB 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.

5.10 The Cardmember shall be liable for all Charges incurred by him. The Cardmember shall be liable to the Bank to settle the entire outstanding balance in the Credit Card Accounts and any charge or fee effected or incurred but not then debited to the Credit Card Accounts. In addition, the Principal Cardmember shall 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.

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6. LIABILITY OF CARDMEMBERS

6.1 Each Cardmember shall be liable for all Charges incurred by him. The Cardmember shall be liable to the Bank to settle the entire outstanding balance in the Credit Card Accounts and any charge or fee effected or incurred but not then debited to the Credit Card Accounts. In addition, the Principal Cardmember shall 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.

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The refund shall be made in HKD for any credit balance of the HKD Account, and in CNY or its equivalent in HKD for any credit balance of the RMB Account calculated based on the exchange rate prevailing at the time as determined solely by the Bank.

7. FEES AND CHARGES

7.1 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 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.

7.2 Notwithstanding paragraph 7.1 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, otherwise the Cardmember shall be liable for the applicable charges referred to in paragraph 8 below.

7.3 All payments made to the Bank pursuant to this Agreement to settle the HKD Account shall be made in HKD subject to the Bank’s sole and absolute discretion to accept payment in other currencies. If the Bank accepts payment in currencies other than HKD, such payment may be credited into the HKD Account after conversion into HKD at a rate determined by the Bank in its sole and absolute discretion which may be subject to the payment of a conversion fee (if applicable). This fee and any other fee attributable to this payment shall be debited to the Account. Any excess payment in settlement of HKD Account shall be credited to the HKD Account.

7.4 All payments made to the Bank pursuant to this Agreement to settle the RMB Account shall be made in CNY subject to the Bank’s sole and absolute discretion to accept payment in other currencies. If the Bank accepts payment in currencies other than CNY, such payment may be credited into the RMB Account after conversion into CNY at a rate determined by the Bank in its sole and absolute discretion which may be subject to the payment of a conversion fee (if applicable). This fee and any other fee attributable to this payment shall be debited to the Account. Any excess payment in settlement of RMB Account shall be credited to the RMB Account.

7.5 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 applied in respect of the relevant account:

(a) firstly towards payment of any Charges payable by the Cardmember;

(b) secondly towards payment of the principal amount of the transactions effected through the Card; and

(c) lastly towards payment of any legal and collection fees.

7.6 Notwithstanding anything contained in this Agreement, the entire outstanding balance of the Credit Card Accounts together with the amount of all transactions effected through the use of the Card (whether or not the same has been presented to the Bank by the relevant merchant or otherwise) and all other outstanding Charges shall become due and payable immediately upon termination or cancellation of the Card for whatever reason or upon demand by the Bank.

7.7 If any 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 any 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.

7.8 No interest will accrue on the credit balance of the Credit Card Account.

7.9 Where the HKD Account or the RMB 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 HKD Account or the RMB 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.

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