

建行(亞洲)公司信用卡 / **建行(亞洲)商務卡會員合約**

重要！請仔細閱讀及確保信用卡會員明白下述之條款及細則。如任何信用卡會員於任何時候不接受其中任何條款及細則，請把信用卡剪成兩半，並通知中國建設銀行(亞洲)股份有限公司。此文件連同服務收費一覽表合共為信用卡會員合約(含)內。信用卡會員一經使用信用卡(包括確認新卡或只保留信用卡賬戶)，即表示接納合約，並受其所約束。

1. 定義

在本合約內， 下述字詞具有如下含義：

「**建行(亞洲)**」指中國建設銀行(亞洲)股份有限公司，於香港的持牌銀行。

「**信用卡**」指任何由建行(亞洲)所發的建行(亞洲)公司信用卡及/或根據具體情況，指建行(亞洲)信用卡(包括任何補發及期滿續發之信用卡)(不論是 VISA 或 MasterCard 或由港幣及人民幣信用卡賬戶構成之銀聯雙幣信用卡)。

「**信用卡會員**」指獲發信用卡之公司員工。

「**信用卡賬戶**」指於建行(亞洲)持有的信用卡的相應賬戶。

「**公司**」指任何以公司信用卡 / 商務卡理行此合約之公司(及任何其承繼人)。

「**服務收費一覽表**」指不時更改或修訂之建行(亞洲)信用卡服務收費一覽表及/或根據具體情況，指建行(亞洲)商務卡服務收費一覽表，其副本可致電建行(亞洲)信用卡 24 小時客戶服務熱線 317 95588 或網上(www.asia.ccb.com)對通用)索取。

「**收費及費用**」指載於服務收費一覽表之收費及費用，及其他信用卡會員/公司根據此合約應繳付之費用。

「**港幣**」指港元，香港的法定貨幣。

「**港幣卡賬戶**」指就信用卡於建行(亞洲)以港幣開立及存置的賬戶，並就使用信用卡而記錄支賬及進賬。

「**他/她/」**「**他的/她的**」指信用卡會員。

「**香港**」指中華人民共和國香港特別行政區。

「**銀聯**」指銀聯通寶有限公司。

「**澳門**」指中華人民共和國澳門特別行政區。

「**中國內地**」指中華人民共和國，但不包括香港及澳門。

「**MasterCard**」指 MasterCard International(及其任何承繼人或受讓人)。「**系統**」指系統所載並由信用卡會員使用以接達互聯網服務的設備及軟件。

「**私人密碼**」指在信用卡會員使用以接達互聯網服務，連同用戶姓名，提供予信用卡會員或信用卡會員所選擇的電子鑑定號碼/字碼。

「**個人資料**」指與信用卡會員有關之個人資料。

「**PIN**」指由建行(亞洲)編配予信用卡會員(或他/她)其後選用)用作在信用卡進行交易時可供確認他/她之身份的所個人身份證明密碼。

「**人民幣**」指人民幣，中華人民共和國的法定貨幣。

「**人民幣卡賬戶**」指就信用卡於建行(亞洲)以人民幣開立及存置的賬戶，並就使用信用卡而記錄支賬及進賬。

「**月結單**」指就信用卡賬戶而發給信用卡會員及公司的月結單或其他賬單，月結單上載有(其中包括)信用卡會員於該日所結欠之費用及其他財務責任。

「**銀聯**」指中國銀聯股份有限公司，於中華人民共和國成立之股份有

限責任公司。

「**用戶姓名**」指在信用卡會員使用以接達互聯網服務，其連同信用卡會員的「私人密碼」，提供予信用卡會員或信用卡會員所選擇的電子鑑定號碼/字碼。

「**VISA**」指 Visa International Service Association(及任何其承繼人或受讓人)。

「**互聯網服務**」指由建行(亞洲)網站所提供與信用卡有關的服務。

「**建行(亞洲)公司信用卡** / **建行(亞洲)商務卡**

信用卡是建行(亞洲)應公司之要求發給予信用卡會員。建行(亞洲)可在其獨有及絕對酌情權下批核任何及所有信用卡申請。

3. 信用卡之使用

3.1 信用卡 – 信用卡(包括任何補發及其後續發之信用卡)於任何時候均屬建行(亞洲)所有，並須在建行(亞洲)要求下即時退還。信用卡會員在收到信用卡時當立即在卡上簽名並確認卡號，並保存信用卡在安全之地方。如因為未能或延遲還行上述之行為而引致損失，信用卡會員及/或公司須負上全責。建行(亞洲)可在其獨有及絕對酌情權下決定於任何時候，基於任何原因(包括但不限於建行(亞洲)收到公司發出對信用卡之終止通知之指示)，以展示、刊登或其他建行(亞洲)認為合適之方式給予信用卡會員合理通知，終止或取消信用卡或更改信用卡會員之任何信用卡權益之條款及細則。信用卡之終止或取消或任何條款及細則之更改將於有關通知所示之日期起生效。如信用卡會員於該更改通知書的生效日期後繼續用該信用卡，任何有關之更改均對信用卡會員及公司具有約束力。

信用卡會員明白信用卡之唯一用途是用以支付他/她受僱於公司期間所產生之業務開支。公司可在其獨有及絕對酌情權下決定可由信用卡會員所支付之業務開支之範疇，而信用卡會員須向公司繳付以信用卡支付該範疇之外任何及所有費用及/或罰款。為免生疑問，任何及所有信用卡會員與公司之間有關信用卡或任何使用信用卡之紛爭(包括但不限於就使用信用卡而產生之任何一筆金額、費用及/或收費是否在信用卡指定之業務開支範疇內之爭拗)須由信用卡會員與公司自行解決及在私人情況下均不會影響公司在本合約內之付款或其他責任。

3.2 私人密碼 – 信用卡會員須小心及適當地處理任何連同信用卡所用之私人密碼(如適用者)，及將該私人密碼保密。同時，信用卡會員同意

- 應當簽印有任何私人密碼的通知正本；
- 不容許任何人使用信用卡或任何私人密碼；
- 不得將任何私人密碼寫於信用卡上或任何通常與信用卡一起存放或存放於信用卡附近的物品上；
- 若以任何方式寫下任何私人密碼時，必須加以掩飾使人難以辨認；及
- 在信用卡會員選取私人密碼時，他/她須當心不會選取可讓第三者輕易猜中的數字，例如避免使用他/她或任何親友之生日日期或他/她的任何電話號碼之任何部份；及
- 不得將任何私人密碼透露於其他服務(如接達互聯網或其他網址)。

如因為未能妥善選擇私人密碼或妥善處理信用卡或私人密碼而引致損失，信用卡會員及公司須負上全責。信用卡會員及公司同意就私人密碼因任何原因(因建行(亞洲)的疏忽除外)

外洩予任何人而引致之一切損失、損失及/或責任，信用卡會員及公司須負上全部責任，並會為由此而令建行(亞洲)產生之任何合理損失或損害向建行(亞洲)作出賠償。

3.3 有效期 – 信用卡有效期間直至卡上所示之月份的最後一日為止(除非之前已被終止)。

3.4 失效期及續期 – 建行(亞洲)可在其獨有及絕對酌情權下決定是否續發信用卡。如信用卡不獲續期，該信用卡賬戶全部未清繳款項將立即到期，並須立即清繳。信用卡會員必須遵照建行(亞洲)之要求，寄還信用卡予建行(亞洲)。信用卡會員/公司如有建行信用卡續期日計三十(30)日內，向建行(亞洲)發出書面通知，取消信用卡。在此情況下，公司另須繳付會員年費(定義見下文第 4 條條款)。

3.5 聯營商號 – 在下述情況下，信用卡會員及公司均不得須建行(亞洲)或承擔任任何責任：(i)任何聯營商號因為任何原因拒絕接受信用卡；及/或(ii)建行(亞洲)拒絕就任何交易授出信用授權，儘管信用卡會員之信用卡賬戶仍有可供使用之信用限額。此外，建行(亞洲)亦毋須就信用卡會員或信用卡之使用之代表(如被獲認可)透過信用卡獲取之優惠或禮品或服務上或承擔任任何責任。任何聯營商號與信用卡會員之間之現任或未來申索或糾紛，並不會免除信用卡會員及公司繳付信用卡欠款予建行(亞洲)之責任。

3.6 信用限額 – 建行(亞洲)可在其獨有及絕對酌情權下決定信用卡會員信用賬戶之信用限額。建行(亞洲)給予信用卡會員之信用限額以港幣為貨幣單位(包括現金透支款項，如適用)。信用限額即為信用卡會員於任何時間最高可結欠之總金額。有關最高可結欠之總金額及信用限額之詳情，信用卡會員可與建行(亞洲)聯絡。信用卡會員嚴格遵守該信用限額。建行(亞洲)保留權利，可於任何時候，隨時降低信用限額。建行(亞洲)可在其獨有酌情權下准許交易超出信用限額，信用卡會員及公司均須承擔該等交易款項及有關收費及費用(包括過額費用)按本合約的條款負上全責。信用卡會員明白其可透過建行(亞洲)指定之途徑選擇不使用超出限額之信貸服務。儘管有以上選擇，信用卡會員同意建行(亞洲)仍保留權利按其規定之途徑准許其超出信用限額之交易。

3.7 信用卡之使用 – 簽發信用卡之目的係使信用卡會員於建行(亞洲)所定之信用限額內支付信用卡會員於受聘於其期間所產生之業務開支，包括在受聘於其期間支付任何購買貨物及/或服務之債款，所付款額可入賬於信用卡賬戶內。信用卡會員須以建行(亞洲)同意之方式開立及維持信用卡賬戶。此信用卡不得轉讓。任何其他人土均不准使用信用卡作記賬、鑑別或任何其他用途。如信用卡會員容許他人使用信用卡或自動放棄有關信用卡，將不會影響信用卡會員或公司向建行(亞洲)支付信用卡任何欠款之付款責任。建行(亞洲)保留權利拒絕處理或支付建行(亞洲)懷疑屬於任何適用法例所指之非法交易。於現金透支交易之情況下，建行(亞洲)有權決定信用卡會員透過使用信用卡以獲取現金透支之途徑。信用卡會員明白及知悉海外現金透支及海外櫃員機的功能須預先啟動(以不時通知的啟動方式)，方能使用。信用卡不得轉讓。任何其他人土均不准使用信用卡會員之信用卡作記賬、鑑別或任何其他用途。如信用卡會員容許他人使用該信用卡或自動放棄有關該信用卡，信用卡會員或公司須就信用卡被使用所引致的所有款項向建行(亞洲)負上全部責任。信用卡不可以被用作支付任何適用法例所指之非法之交易。建行(亞洲)保留權利拒絕處理或支付建行(亞洲)懷疑屬於任

何適用法例所指之非法之交易。

4. 收費及費用

4.1 收費及費用 – 信用卡會員及公司同意以下之收費及費用將從信用卡會員之信用卡賬戶中扣除。詳盡的資料載於**服務收費一覽表**上。信用卡會員及公司確認明白該等收費及費用。

會員年費 – 除另行通告外，建行(亞洲)將收取會員年費。

優惠費用 – 信用卡會員及公司同意，為了享用某些信用卡優惠，信用卡會員及公司須符合有關之條款及細則，否則信用卡會員及公司可能不享有資格享用該等優惠，或建行(亞洲)將會向信用卡會員及公司收取相關費用(由建行(亞洲)在其酌情權下決定)。

補發新卡費用 – 對於補發新卡，建行(亞洲)將會就每張新卡收取補發新卡費用。

現金透支服務(如適用) – 對於每筆現金透支，建行(亞洲)將會收取手續費。

退回賬戶結餘手續費 – 對於退回信用卡賬戶內之任何結存，建行(亞洲)將會收取手續費。

信用卡指定地點結款手續費 – 對於在建行(亞洲)之任何指定地點繳信用卡款項之交易，建行(亞洲)將會就每次付款交易收取手續費。

跨境港幣交項手續費(適用於 VISA 及 MasterCard) – 建行(亞洲)將會就所有(i)於海外或非香港登記之商戶進行之交易；及(ii)有關交易金額被商戶即時折算為港幣時，收取手續費。

財務費用 – 就現金透支交易而言(如適用)，財務費用會由透支日期起計算，直至全數清還為止。就**購物簽賬**而言，若信用卡會員及公司在月結單列明之到期繳款日或之前全數付清月結單所載之欠款，則無須就月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

- 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起計至所有款項清繳為止；及
- 所有前一個月結單日後記賬的新交易款項根據交易日期起計息，直至所有款項清還為止。

如信用卡會員及公司未能於月結單(未繳付最低付款額)之日期 1 日即 44 或 54 天內全數繳付月結單上之最低付款額，信用卡會員及/或公司在建行(亞洲)發出三十(30)日通知後就總欠款之全數須支付之財務費用將被調高。有關購物簽賬所適用之財務費用列明於服務收費一覽表內。即使信用卡會員及公司已全數繳付隨後之月結單上之最低付款額，信用卡會員及公司同意已生效之較高財務費用將維持有效，直至建行(亞洲)另行通知。

外幣折算費(適用於 VISA 及 MasterCard) – 建行(亞洲)將會就每項以非港幣所進行之交易收取費用。

外現外幣支票手續費 – 對於兌現外幣支票(建行(亞洲)可在其酌情權下決定是否接受兌現)，建行(亞洲)將會收取手續費。

逾期費用 – 如信用卡會員及公司未能於月結單所示之「到期繳款日」或之前全數繳付月結單列明之「最低付款額」，建行(亞洲)將會收取逾期費用。

過額費用 – 如賬戶總結欠超出該信用卡賬戶之信用限額，建

行(亞洲)將會就每個月結單收取過額費用。

海外交易手續費(適用於 VISA 及 MasterCard) – 建行(亞洲)將會就每項以非港幣所進行之交易收取手續費。

購物單據檢查費 – 對於銷售單據檢查副本，建行(亞洲)將會就每張收取手續費。

月結單檢索費 – 對於於月結單檢索，建行(亞洲)將會就每份收取手續費。

信用卡會員及公司同意支付建行(亞洲)不時指明的其他合理費用及收費(包括但不限於(i)有關處理現金付款時所收取之其他收費及費用；及(ii)於任何有關信用卡的申請表、產品單張或其他有關的宣傳或推廣資料內所列列的收費及費用)。

- 付款次序** – 收費及費用須以建行(亞洲)不時指明及其日常事務規程及程序所接受之方法及方式繳付。信用卡會員所支付之任何款項須按下述先後次序支付：
 - 逾期費用及過額費用；之後
 - 購物單據檢查費、補發新卡費用，月結單檢索費及其他費用及收費；之後
 - 會員年費；之後
 - 購物賬額利息財務費用；之後
 - 分期付款方式之每月供款；之後
 - 最高實際年利率之未清還金額；之後
 - 其他未清還金額(依其適用的實際年利率，按遞降次序支付)；和，最後
 - 任何其他根據本合約的應繳款項。

為免存疑，在(vi)及(vii)條所指之未清還金額包括於不時推出的優惠計劃(如有的話)下之結欠金額及購物簽賬之結欠金額。

5. 失責及賠償

5.1 失責 – 如信用卡會員及公司未能按本合約履行任何付款之責任，信用卡會員共同及各自之權利會被撤銷或被暫停。信用卡會員及公司亦共同及各自地有責任即時繳付信用卡之所有欠款(不論交易是否已經記入信用卡賬戶，包括利息、所有費用及全數會員年費、逾期費用及其他收費(不論在香港或外地))。

5.2 追討費用 – 如建行(亞洲)需要將追討信用卡會員信用卡賬戶欠款之事宜委託追討代理人及/或律師，信用卡會員及公司須共同及各自地全數繳付該追討代理人及/或律師之合理收費及費用予建行(亞洲)因追討款項及強制執行其權利所產生之合理成本及支出。

5.3 賠償 – 如建行(亞洲)由於使用信用卡之任何交易，或信用卡會員及公司未能履行本合約任何之條款，因而引致任何合理損失、損害、收費及費用(包括所有合理之訴訟費、法庭收費、律師費及債務追討代理人的費用及支出)，信用卡會員及公司將在建行(亞洲)要求下全數賠償予建行(亞洲)。

6. 個人資料

6.1 私隱通知 – 信用卡會員明白、確認及同意，建行(亞洲)可以並可直接向建行(亞洲)不時給予其客戶之聲明、通告、私隱通知或條款及細則列明之有關時及透露個人資料政策中所載之用途及人士、收集、使用、儲存、轉交及透露(不論在香港或外地)個人資料。因此建行(亞洲)可以向信貸機構、他/她之債主(包括但不限於公司)、銀行、任何建行(亞洲)之聯營機構或同集團公司、政府及監管機構、代理人、承包

業狀況之更改)。信用卡會員及公司明白其各自的通信地址須於香港。如物件不能郵遞或遞延至信用卡會員或公司所指定之通信地址，建行(亞洲)有權使用在其記錄中的信用卡會員或公司之任何其他地址。

16. 抵銷權

16.1 抵銷 – 建行(亞洲)可隨時及在毋須預先通知的情況下，組合或合併任何戶口(以任何類別、任何地方、不論戶口是否以信用卡會員及/或公司個人或與其他人名義擁有，及是否需要通知)，及抵銷、扣除、提款、運用及/或轉移其總額並存入一個或多個戶口以滿足信用卡會員及/或公司對建行(亞洲)的其他戶口或其他有關的信用卡會員及/或公司的債務及責任，不論該義務及/或責任是否屬於現在的或將來的，真實的或可能發生的，基本的或附屬性的，多項的或共同的，有抵押的或沒有可抵押的，及不論信用卡會員及/或公司以任何身份擔任建行(亞洲)的所有義務及責任，並且，若組合、合併、抵銷、扣除、提款、申請或轉帳涉及由一種貨幣兌換至另一種貨幣時，該外幣兌換將以當時於相應的外幣交易市場的即時外幣兌換率為準(由建行(亞洲)最終決定)。如屬聯名戶口，建行(亞洲)可行使此條款和條件賦予的權利，運用該聯名戶口之結餘以符合一個或多個信用卡會員及/或公司在建行(亞洲)的義務及責任。建行(亞洲)將在合理可行的最短時間內向信用卡會員及/或公司通告有關此條款之執行。

16.2 留置權 – 信用卡會員及/或公司可視權建行(亞洲)行使留置權以接管擁有或控制信用卡/或公司於建行(亞洲)存放的所有資產，(不管該資產以任何理由，或是否與一般性的銀行業務往來相關)，建行(亞洲)有權變賣該資產，如有需要，更可使用其淨收入以償還信用卡會員及/或公司對建行(亞洲)應履行的義務及/或責任。

16.3 其他權利 – 建行(亞洲)於第 16 項條文下的權利是額外及沒有損害的任何法律授予建行(亞洲)的留置權或其他權力。建行(亞洲)的權利適用於所有信用卡會員及/或公司對建行(亞洲)的債務，無論該債務或其他部份是由任何戶口或以任何形式出現。

17. 口頭指示

在提供信用卡服務的過程中，建行(亞洲)(但並非必須)可能需要以錄音方式記錄信用卡會員及公司所給予的口頭指示，及/或信用卡會員或公司與建行(亞洲)之間就該服務的口頭通訊。口頭指示只能根據建行(亞洲)不時定明的程序及方式發出及接受。信用卡會員及公司頭章在合理查核身份後(i)任何由信用卡會員或公司發出的任何口頭指示，必須得到建行(亞洲)之書面同意才能繳納；(ii)建行(亞洲)有權根據該口頭指示行事；及(iii)信用卡會員及公司須受任何以口頭指示而完成之交易約束，除非建行(亞洲)在處理該交易中有任何故意失責或疏忽。

18. 通知

建行(亞洲)有權以預付郵寄方式將通知郵寄至其所知的信用卡會員或公司的最後地址。建行(亞洲)發出的任何通知在郵寄後第五(5)日即被視為已送達信用卡會員及公司。信用卡會員及公司必須以預付郵費方式，按建行(亞洲)的營業地址於建行(亞洲)發出通知或確認。所有由信用卡會員或公司送達建行(亞洲)之通知書或其他通訊將於建行(亞洲)正式收信日方被視為送達建行(亞洲)。

19. 無力履行責任

如果由於機器、資料處理系統或傳送數據發生故障、或由於工業糾紛、或達到非建行(亞洲)或建行(亞洲)之代理人或次承辦人所控制之事情發生，以致建行(亞洲)不能履行本合約(不論是直接或間接)或

商及第三方服務供應商及在拖欠債務的情況下，向債務追討代理人、收集或提供個人資料。

6.2 信貸資料機構 – 在不影響前述條文的原則下，信用卡會員授權建行(亞洲)向以下人士或機構，保密地透露或匯交個人資料及其信用卡賬戶資料：(i)為信用卡會員提供及負責保留有關信用卡賬戶運作之行政服務及資料保管，及提供信用卡推廣服務之任何第三服務供應商(不論在香港境內與否)；(ii)建行(亞洲)之聯營機構、同集團公司或代理；(iii)公司或或其或標記顯示在信用卡向任何世界各地的第三者；及(iv)任何建行(亞洲)不時選取之第三方服務供應商者。信用卡會員進一步授權建行(亞洲)使用及透露信用卡會員之個人資料及其信用卡賬戶資料，(以便更新及/或核實建行(亞洲)之聯營機構、同集團公司或代理所持有有關信用卡會員之任何及所有個人資料，或作推廣用途(包括但不限於(i)推廣建行(亞洲)之聯營機構、同集團公司或代理及/或指定商業夥伴之產品及/或服務；及(或)(ii)與建行(亞洲)之聯營機構、同集團公司或代理及/或指定商業夥伴交換非財務性質之資料)，以及用作建行(亞洲)不時知會信用卡會員之任何其他用途。

6.3 轉交個人資料 – 信用卡會員確認，他/她知道他/她擁有權於任何時候查閱信用卡賬戶資料，並要求更新及改正該等資料。建行(亞洲)有權就處理上述要求而收取合理費用。任何關於查閱或改正資料的要求，應向資料保護主任提出(地址：中國建設銀行(亞洲)股份有限公司，九龍九龍灣宏照道十八號中國建設銀行中心十九樓)。

7. 失責責任

7.1 信用卡遺失或被竊 – 如信用卡遺失或被竊，或有任何其他人士知道(或懷疑獲洩)信用卡之密碼、信用卡會員及/或公司懷疑任何偽冒信用卡與其信用卡之號碼相同，信用卡會員及/或公司應立即致電 24 小時客戶熱線：(852) 317 95505 或任何其他建行(亞洲)不時指定之電話號碼通知建行(亞洲)。以上述情況，本人亦須立即通知警方及在建行(亞洲)要求下將警方報告提供予建行(亞洲)。如該通知或偷竊發生於海外，信用卡會員及/或公司仍須致電上述熱線或向任何 VISA 或 MasterCard 成員作出報告，及通知當地警方。

7.2 責任 – 信用卡會員及公司須共同及各自地在按上述規定報告給建行(亞洲)前以遺失或被盜之信用卡或密碼或以偽冒信用卡或密碼進行未獲授權之交易負責。如建行(亞洲)(基於其獨有意見)認為信用卡會員及公司行為誠實及已盡力保護信用卡，並於信用卡遺失或被竊後，按上述指示通知建行(亞洲)及警方，則信用卡會員及公司就於建行(亞洲)接獲每宗信用卡遺失或被竊的通知之前所發生的未獲授權之信用卡交易(不包括現金交易)的最高負責金額為港幣 500 元。

7.3 補發新卡費用 – 建行(亞洲)可在其獨有及絕對酌情權下決定會否補發新卡。建行(亞洲)可向信用卡會員及公司收取補發新卡之費用(列明於服務收費一覽表中)，而有關之費用可在信用卡賬戶中扣除。

8. 付款

8.1 信用卡會員及公司之責任(適用於 VISA 及 MasterCard) – 信用卡會員及公司須共同及各自地向建行(亞洲)償還信用卡之全部欠款(不論交易是否已記入信用卡賬戶)，包括現金透支(如適用)、所有利息、所有費用，及其他不論在香港或海外收取的其它收費。在不影響適用之收費及費用的情況下，所有透過信用卡賬戶收取以及外幣計量之費用將會按合適之港幣

令致信用卡會員不能使用该信用卡或其服務，建行(亞洲)毋須負責。

20. 不能豁免之權利 – 建行(亞洲)未能或延遲按本合約行使任何權利、權力或補救事宜，並不會構成對該權利、或任何相同受阻之權利的單獨或局部行使，或任何其他權利、權力或補救事宜的放棄。

21. 語言

如本合約之中文及英文文義有任何歧異，概以英文本為準。

22. 規管法律

本合約須按香港之法律所規管及詮釋。信用卡會員及公司同意受香港法院的非專屬司法管轄權所管轄。

23. 可分割性 – 如任何時候本合約任何條文於任何方面是或變成不合法、無效或不能強制執行，合約中餘下條文之合法性、法律效力及可強制執行性不會受影響或損害。

24. VISA 白金卡/ Infnite 服務

如信用卡會員持有被 VISA 列入白金卡/ Infnite 卡類別之信用卡，VISA International 將會為信用卡會員安排一系列最終由 VISA 提供之服務供應商提供的服務和優惠。建行(亞洲)提供的服務可隨時更改而毋須預先通知。建行(亞洲)無責任提供或供該等服務，亦非該等服務的供應商，或任何服務供應商之代理人、代表或經紀。就信用卡會員獲提供該等服務而言，建行(亞洲)須參與、干預、知情或訂立書面合約。建行(亞洲)毋須就該等服務或服務提供者之範疇、質素或任何方面作出聲明或保證，亦毋須就該等服務所引致或有關之責任(不論是直接或間接)負責。如信用卡會員作出有關使用或濫用該等服務的故意或重大、連環或失責行為，信用卡會員及公司同意對建行(亞洲)因此而蒙受之合理損失及發生之合理成本與費用作出賠償。

25. 積分/會員優惠

信用卡會員及公司明白，建行(亞洲)可隨時推出有關信用卡之積分計劃及/或會員優惠。信用卡會員及/或公司可透過使用信用卡及根據有關積分計劃及/或會員優惠之條款及細則，換購優惠、服務或禮品。建行(亞洲)可在其獨有及絕對酌情權下決定是否推出該等(等)計劃、該(等)計劃之條款及細則、該(等)計劃之有效期間及/或修改該(等)計劃。信用卡會員及公司明白及知悉以下情況：(1)公司(如適用)擁有因使用信用卡及/或累積於信用卡賬戶之任何及全部獎賞積分；(2)建行(亞洲)年度身體檢查/全年普通科門診/全年牙科保險計劃、八達通自動增值計劃及個人入運通服務及貴即飛次地均不適用於信用卡或信用卡會員，建行(亞洲)按其獨有及絕對酌情權決定將除外。

信用卡會員及公司同意並接納上述條款及細則及於服務收費一覽表上之條款及細則，亦明白此服務收費一覽表為本合約的一個不可分割部份。信用卡會員及公司亦同意及接納若干信用卡優惠及設施(已/將會提供予信用卡會員及/或公司)之條款及細則，亦明白此等之條款及細則為/將為本合約的一個不可分割部份。

信用卡會員及公司已閱讀並明白本合約所載的所有條款及細則(包括若干信用卡優惠及設施之條款及細則)及服務收費一覽表之所有條款及細則並共同及各自地受其約束。

在一般情況下，所提供或派發的有關推廣或宣傳資料、印刷品及簡報俾作說明用途，以便了解保險服務之適用條款、細則或除外情況。建行(亞洲)不會充當，或負上任何該保險產品之描述、認可或推廣之責任。信用卡會員確認信用卡會員可向上述等資料中顯示之有關特種保險公司的特可代表提出所有查詢。此等推廣或宣傳資料、印刷品及簡報不能，亦不擬用於取代有關保險單的完整條款、細則及除外情況。

12. 互聯網服務

12.1 用戶姓名及私人密碼 – 就信用卡會員使用互聯網服務而言，信用卡會員須將如下述數據保護用戶姓名及私人密碼：

- 信用卡會員須定期更改其私人密碼，並於互聯網服務要求信用卡會員更改密碼時更改私人密碼。
- 在信用卡會員選取用戶姓名及私人密碼時，信用卡會員須當心不會選取可讓假冒信用卡會員名稱使用互聯網服務的他人輕易猜中的數字或名稱。例如，信用卡會員須避免使用他/她的或任何親屬的生日日期或他/她的任何一個電話號碼的任何部份。
- 信用卡會員必須採取一切合理措施，以確保他/她在可能的情況下，時刻保護其用戶姓名及私人密碼。信用卡會員不可向任何其他人士(包括建行(亞洲)的職員或互聯網服務的技術支援人員)透露其用戶姓名及私人密碼的任何資料。
- 信用卡會員不可以採用能夠讓其他人士識別的方式記錄其用戶姓名及私人密碼。
- 倘信用卡會員發現或懷疑有任何人士知道其用戶姓名及/或私人密碼或當中任何部份，信用卡會員必須立即透過互聯網服務更改用戶姓名及/或私人密碼。

12.2 保安措施 – 信用卡會員須遵守下列保安措施：

- 信用卡會員不得容許任何其他人士代表他/她使用互聯網服務。
- 信用卡會員不得於上網使用互聯網服務期間，在系統仍然運作的情況下不斷而去。
- 信用卡會員不得在未有事先確定沒有其他人士可觀察或記下他/她接達互聯網服務或假冒他/她使用互聯網服務的情況下(例如：辦公室環境)及使用遠區域網絡的任何設備接達互聯網服務。
- 信用卡會員同意，就互聯網服務而言，使用其用戶姓名及私人密碼足以識別信用卡會員的身份。建行(亞洲)如誠信者，有權按指示透過互聯網服務使用其信用卡姓名及私人密碼作出之指示(顯示)時，毋須向信用卡會員取得任何姓名及密碼或其他確認，即使該等指示事實上並非由信用卡會員作出或授權。

13. 修改及轉讓

13.1 修改 – 建行(亞洲)可在其獨有及絕對酌情權下不時及於任何時候修訂本合約及/或服務收費一覽表。信用卡會員及公司明白建行(亞洲)將會就本合約及/或服務收費一覽表每次之修改向信用卡會員及公司發出修改通知。如此等修改關於服務收費一覽表或可能影響收費及信用卡會員及/或公司在本合約下之法律責任或義務，建行(亞洲)於有關修改生效前給予信用卡會員及公司不少於六十(60)天通知，但如有關更改非信用卡會員(即 VISA 所能控制範圍)外。信用卡會員於上述通知期滿後繼續使用信用卡/或公司沒有全數繳清信用卡

CCB (ASIA) CORPORATE CREDIT CARD / CCB (ASIA) BUSINESS CARD CARDMEMBER AGREEMENT

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT THE CARDMEMBER THOROUGHLY UNDERSTANDS THE TERMS AND CONDITIONS SET OUT BELOW. IF AT ANY TIME ANY CARDMEMBER DOES NOT ACCEPT ANY OF THE TERMS AND CONDITIONS, HE/SHE SHOULD CUT THE CARD IN HALF AND NOTIFY CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED. THIS DOCUMENT, TOGETHER WITH THE FEE SCHEDULE, COMPRISE THE CARDMEMBER AGREEMENT ("AGREEMENT"). A CARDMEMBER'S USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING THE CARD ACCOUNT) WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND CONDITIONS AND WILL BIND THE CARDMEMBER AND THE COMPANY.

1. DEFINITIONS

In this Agreement, the following words have the corresponding meanings:
"CCB (Asia)" means China Construction Bank (Asia) Corporation Limited, a licensed bank in Hong Kong.

"Card" means any CCB (Asia) Corporate Credit Card and/or, as the case may be, CCB (Asia) Business Credit Card (including any replacement and subsequently renewed credit card) issued by CCB (Asia) (including without limitation, VISA, MasterCard or UnionPay Credit Card, comprising a HKD Card Account and a RMB Card Account).

"Cardmember" means a staff member of the Company to whom the Card is issued.

"Card Account" means the account with CCB (Asia) in respect of the Card.

"Company" means each Company (including its successors) which has executed an agreement in relation to a Corporate Credit Card / Business Card with CCB (Asia).

"Fee Schedule" means the CCB (Asia) Credit Card Fee Schedule for Corporate Card and/or, as the case may be, CCB (Asia) Credit Card Fee Schedule for Business Card (as amended or modified from time to time), a copy of which is available by calling the CCB (Asia) Credit Card 24-Hour Customer Service Hotline at 317 95688 or CCB (Asia) UnionPay Dual Currency Credit Card 24-Hour Customer Service Hotline at 317 95688 or from our website www.asia.ccb.com (if applicable).

"Fees and Charges" mean the fees and charges set out in the Fee Schedule and such other fees, charges and monies payable by the Cardmember and/or the Company under this Agreement.

"HKD" means Hong Kong Dollar(s) being the lawful currency of Hong Kong.

"HKD Card Account" means an account in HKD opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.

"He/she", "his/her" and "himself/herself" mean the Cardmember.

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

"JETCO" means Joint Electronic Teller Services Limited.

"Macau" means the Macau Special Administrative Region of the People's Republic of China.

"Mainland China" means the People's Republic of China excluding Hong Kong and Macau.

"MasterCard" means MasterCard International (and any successor or assign).

"System" means the equipment and software contained on it used by the Cardmember to access the Web Service.

"Password" means the identification made available to or selected by the Cardmember and used (together with the Username), to access the Web Service.

"Personal Data" means the personal data relating to the Cardmember.

"PIN" means all personal identification number(s) assigned by CCB (Asia) to, or subsequently selected by, the Cardmember for the purpose of identifying him/her for certain transactions made through the use of the Card.

"RMB" means Renminbi, being the lawful currency of the People's Republic of China.

"RMB Card Account" means an account in RMB opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.

"Statement of Account" means the monthly statement or other statement arising from the Card Account sent by CCB (Asia) to both the Cardmember and the Company setting out, among other things, the charges and other financial liabilities owed as at that date by the Cardmember and/or the Company.

"UnionPay" means China UnionPay Company Limited, a joint stock limited liability company incorporated in the People's Republic of China.

"Username" means the identification made available to or selected by the Cardmember and used (together with the Password) to access the Web Service.

"VISA" means Visa International Service Association (and any successor or assign).

"Web Service" means the Card related services available from CCB (Asia)'s website.

2. CCB (ASIA) CORPORATE/BUSINESS CREDIT CARD

The Card is issued by CCB (Asia) to the Cardmember at the request of the Company. The approval of any and all Card applications shall be at the sole and absolute discretion of CCB (Asia).

3. USE OF THE CARD

3.1 The Card - The Card, including any replacement and subsequently renewed Card, remains the property of CCB (Asia) at all times and shall be returned to CCB (Asia) immediately upon request. The Cardmember shall sign and activate the Card immediately upon receipt of the same and keep the Card in a safe place. The Cardmember and/or the Company shall be liable for all losses as a result of any failure or delay in so doing.
At the sole and absolute discretion of CCB (Asia), CCB (Asia) may terminate or cancel the Card, or vary any terms and conditions of any Card privilege of the Cardmember, at any time and for any reason (including, without limitation, where CCB (Asia) has received any request from the Company to terminate or cancel the Card), by reasonable notice which shall be given by display, advertisement or other means as CCB (Asia) thinks fit. Any such termination or cancellation or variation of terms and conditions shall take effect on the date indicated in such notice, and any variation of terms and conditions shall be binding on the Cardmember and the Company if the Cardmember continues to use the Card after the effective date of such variation.

The Cardmember understands that the Card is to be used for the sole purpose of paying for business expenses incurred during the course of his/her employment with the Company. The Company shall in its sole and absolute discretion determine the scope of business expenses which may be settled by the Cardmember with the Card, and the Cardmember shall reimburse the Company for any and all costs and/or expenses falling outside such scope incurred by the Company in relation to the Card. For the avoidance of doubt, any and all disputes between the Cardmember and the Company in relation to the Card or any use thereof (including, without limitation, any dispute on whether a particular amount, charge and/or fee arising out of the use of the Card falls within the scope of business expenses as determined by the Company) shall be resolved solely between the Cardmember and the Company, and shall not in any way affect any payment or other obligation of the Company under this Agreement.

3.2 Password - The Cardmember shall handle with due care any Password provided for use with the Card and keep such Password (if applicable) confidential. In addition, the Cardmember agrees:

- (i) to destroy the original printed copy of any Password;
- (ii) not to allow anyone else to use the Card or any Password;
- (iii) not to write down any Password on the Card or on anything usually kept with or near the Card;
- (iv) not to write down or record any Password without disguising it;
- (v) that whenever he/she chooses a Password, he/she will not choose a number that is likely to be guessed by a third party (i.e. he/she will not choose his/her birthday or the birthday of a relative or any part of any of his/her telephone numbers) and
- (vi) not to use the Password for accessing other services (for example, connection to the internet or accessing other websites).

The Cardmember and the Company shall be liable for all losses resulting from any failure by the Cardmember to choose a Password, or handle the Card or Password, with due care, and agree to accept full and sole responsibility for all consequences, losses and/or liabilities arising or

incurred as a result of the Password being known to another person for whatever reason (other than negligence of CCB (Asia) and shall indemnify CCB (Asia) for any loss or damage reasonably incurred by reason thereof.

3.3 Validity - The Card shall remain valid until the last day of the month indicated thereon (unless terminated earlier).

3.4 Expiry And Renewal - The renewal of the Card shall be at CCB (Asia)'s sole and absolute discretion. If the Card is not renewed, the whole outstanding balance under the Card Account becomes due and payable immediately. The Cardmember must return the Card to CCB (Asia) if CCB (Asia) so requests. Any renewal of the Card is subject to the right of the Cardmember and/or the Company to cancel the Card by giving CCB (Asia) written notice within thirty (30) days from the date of renewal, in which event the Company shall not be liable to pay any Annual Fee (as defined in Clause 4 below).

3.5 Merchant Affiliates - Neither the Cardmember nor the Company shall hold CCB (Asia) liable or responsible if (i) the Card is not accepted or honored by any merchant affiliate for any reason whatsoever, and/or (ii) CCB (Asia) refuses at its sole and absolute discretion to grant credit authorization for any purchase notwithstanding the availability of credit in favour of the Cardmember under his/her Card Account. Furthermore, neither the Cardmember nor the Company will hold CCB (Asia) liable or responsible in respect of any product or service purchased through the Card or any benefits given to the Cardmember or his/her nominees (if permitted). The existence of any claims or disputes between any merchant affiliate and the Cardmember shall not relieve any obligation of the Company and the Cardmember to settle any sum outstanding with CCB (Asia).

3.6 Credit Limit - CCB (Asia) shall have sole and absolute discretion in determining the Cardmember's credit limit to the Card Account. The Cardmember will be given a credit limit expressed in Hong Kong Dollars (if applicable, inclusive of cash advance limit), which will be the maximum allowable outstanding balance given to the Cardmember at any time. For details of the maximum allowable outstanding balance and credit limit, the Cardmember may contact CCB (Asia). The Cardmember shall strictly observe such credit limit. CCB (Asia) reserves the right to decrease the credit limit at any time and from time to time. CCB (Asia) may, at its sole discretion, permit transaction to be effected in excess of the credit limit and the Cardmember and the Company shall be liable for such transaction and the related fees and charges (including the Overlimit Fee) in accordance with the terms of this Agreement. The Cardmember understands that he/she may elect to opt out of the over-the-limit facilities at any time by such means as CCB (Asia) may determine. Notwithstanding the foregoing, the Cardmember agrees that CCB (Asia) still reserves the right to permit transaction to be effected in excess of the credit limit under such circumstances as CCB (Asia) may prescribe.

3.7 Use of Card - The Card is issued only for the use of the Cardmember, subject to the credit limit set by CCB (Asia), in connection with business expenses incurred by the Cardmember during the course of his/her employment with the Company including the payment for any purchase of goods and/or services made during the course of his/her employment with the Company, payment for which may be charged to the Card Account. The Cardmember shall open and maintain the Card Account to the satisfaction of CCB (Asia). In the case where cash advance is available, CCB (Asia) is entitled to determine the channel through which the Cardmember can obtain cash advance by using the Card. The Cardmember understands and acknowledges that prior activation (in the manner as from time to time indicated by CCB (Asia)) shall be made before overseas cash advance and overseas Automatic Teller Machine (ATM) functions are available.

The Card is not transferable. No other person is permitted to use the Card for charges, for identification or for any other purpose. If the Cardmember has let someone else use the Card or has voluntarily relinquished physical possession of the Card, this will not affect any liability on the part of the Cardmember or the Company to CCB (Asia) for payment for all charges made with the Card. CCB (Asia) reserves the right to decline processing or paying any transaction which CCB (Asia) suspects to be an unlawful transaction under any applicable law.

4. FEES AND CHARGES

4.1 Fees And Charges - The Cardmember and the Company agree that the following Fees and Charges, shall be levied on the Card Accounts. FULLER DETAILS ARE SHOWN IN THE FEE SCHEDULE. THE CARDMEMBER AND THE COMPANY CONFIRM THAT THE CARDMEMBER AND THE

COMPANY UNDERSTAND THESE FEES AND CHARGES.

Annual Fee - Unless informed otherwise, an annual fee will be chargeable.

Benefits Fees - The Cardmember and the Company agree that the Cardmember and the Company will be subject to the applicable terms and conditions for the enjoyment of certain Card benefits, failing which agreement, the Cardmember and the Company will not be eligible to enjoy such benefits or the Cardmember and the Company will be charged the relevant fees (as determined by CCB (Asia) at its discretion).

Card Replacement Fee - A card replacement fee will be charged per replacement Card.

Cash Advance Fee (if applicable) - A handling fee will be charged for every cash advance transaction made.

Credit Balance Refund Handling Fee - Withdrawal of any credit balance of the Card Account will be subject to a handling fee.

Credit Card Repayment Service Fee at Designated Payment Affiliates - A handling fee will be charged for every payment transaction made through any payment affiliate of CCB (Asia).

Cross-border Transactions in Hong Kong Currency Handling Fee (Applicable to VISA and MasterCard) - A fee will be charged for every transaction if (i) such transaction is made outside of Hong Kong or with any merchant not registered in Hong Kong; and (ii) the transaction amount of which has been simultaneously converted into Hong Kong currency by the merchant.

Finance Charge - In respect of cash advance (if available), the finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if the Cardmember and the Company pay the outstanding balance in full on or before the payment due date (each as shown in the Statement of Account), no finance charge will be levied. If for a cash advance or retail purchase the amount paid is less than the whole outstanding balance, a finance charge will be applied (at the interest rate shown on the Fee Schedule) based on:

- (i) the unpaid balance (shown in the previous Statement of Account) from the Statement Date immediately preceding the Payment Due Date shown in that Statement of Account until payment in full; and
- (ii) the amount of each new transaction being posted since the Statement Date, from the transaction date until payment in full.

If the required minimum payment is not paid in full (as indicated in the Statement of Account) by 44 or 54 days past the date of such Statement of Account, the Cardmember and/or the Company will be given not less than thirty (30) days' notice before higher finance charges for the sum due take effect. The applicable finance charges in respect of retail purchases are specified in the Fee Schedule. The Cardmember and the Company agree that once a higher finance charge has become applicable, it will continue to be applicable (regardless of whether or not any subsequent minimum payment has been made in full) until further notice is given to the Cardmember and the Company.

Foreign Currency Conversion Fee (Applicable to VISA and MasterCard) - A fee will be charged for every transaction effected in a currency other than Hong Kong Dollars.

Foreign Currency Check Processing Fee - Foreign currency checks (which we may at our discretion accept) will be processed subject to a handling fee.

Late Charge - If the Cardmember and the Company fail to pay in full the respective "Minimum Payment" on or before the "Payment Due Date", each as set out in the Statement of Account, in respect of HKD Card Account and/or RMB Card Account, a late charge will be imposed.

Overlimit Fee - An overlimit fee will be charged once per each Statement of Account if the outstanding balance exceeds the prescribed credit limit for the Card Account.

Overseas Transactions Fee (Applicable to VISA and MasterCard) - A handling fee will be charged for every transaction not in Hong Kong Dollars.

Sales Draft Retrieval Fee - Retrieval of a sales draft copy will be subject to a handling fee.

Statement Retrieval Fee - Retrieval of a copy of a Statement of Account will be subject to a handling fee.

by the Cardmember and the Company of all the amendments made to this Agreement.

If the Cardmember or the Company does not accept any amendment, either of them may terminate this Agreement by giving CCB (Asia) written notice within thirty (30) days after the date of the notice of amendment and by returning the Card (which should be cut into halves) to CCB (Asia). The Company will still be responsible for all Fees and Charges incurred before any termination of this Agreement provided that where termination is effected within thirty (30) days from the date of the notice of the amendment, CCB (Asia) will repay the Company the Annual Fee and any other periodic fee which can be separately distinguished on a pro rata basis unless the amount involved is minimal.

13.2 Assignment and Waiver - The Cardmember and the Company hereby agree that CCB (Asia) may assign, discount or otherwise transfer part or all of its rights and/or obligations under the Card Account or this Agreement without notice to the Cardmember or the Company.

14. BREACH AND TERMINATION

14.1 Termination - The Cardmember and the Company understand that either of them may at any time terminate the Card by giving CCB (Asia) not less than thirty (30) days' written notice of termination. CCB (Asia) may, at its sole and absolute discretion, suspend or terminate, at any time and without notice, the Cardmember's right to use the Card in Hong Kong and abroad and, by any reason of the suspension or termination, CCB (Asia) reserves the right at any time to terminate Cardmember's Card by giving notice to Cardmember's last known address. Upon request by CCB (Asia), the Card (which should be cut into halves) must be returned to CCB (Asia) after termination.

14.2 Effect of Termination - If for any reason the Card is terminated by CCB (Asia) or the Cardmember's right to use the Card is revoked or on the bankruptcy or death of the Cardmember or on the termination of the employment of the Cardmember with the Company (for whatever reason) or upon any act of fraud committed by the Cardmember or the Company or upon any winding-up of the Company or upon any termination or suspension of the Company's business or appointment of a receiver over all or a substantial part of the Company's business or assets or upon termination of this Agreement by the Cardmember or the Company or otherwise, then:

- (i) all rights and privileges of the Cardmember and the Company shall be terminated automatically (including, without limitation, the closing of the Card Account); and
- (ii) the entire obligation of the Cardmember and the Company to pay to CCB (Asia) the total amount of transactions to the Card (regardless of whether or not the purchase transactions made have been posted to the Card Account, including the interest, all fees and the annual fee, and other charges whether made in Hong Kong or abroad, shall become immediately due and payable without demand or notice.

14.3 Indemnity - Upon suspension or termination of the Card, the Cardmember and the Company shall jointly and severally (i) hold CCB (Asia) free and harmless from any reasonable loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to the Card and (ii) keep CCB (Asia) indemnified for such reasonable amount of loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to the Card. Pending such repayment, CCB (Asia) will be entitled to continue charging a late charge. Continued use of a terminated Card is strictly prohibited and may be unlawful.

14.4 Closed Card Account - In case there are credit balances remaining after the Card Account is closed, the Company shall make appropriate arrangement with CCB (Asia) and collect the remaining credit balance within six (6) months from the date when the Card Account is closed. Otherwise, CCB (Asia) may (without prior notice) deduct from such remaining credit balance all reasonable administrative costs incurred by CCB (Asia) thereafter in maintaining such monies pending the Company's collection.

15. COMMUNICATION

The Cardmember and/or the Company shall promptly notify CCB (Asia) of any change in the Personal Data (including residence, office or mailing address and/or telephone number(s)) and any change in financial and employment status. The

Cardmember and the Company agree to pay such other reasonable fees and charges as notified by CCB (Asia) from time to time (including, without limitation, (i) fees and charges relating to the processing of cash payments; and (ii) fees and charges specified in any application form, product feature leaflet or other relevant marketing or promotional materials in relation to the Card).

4.2 Payment Order - Payment of the Fees and Charges shall be made by such means and in such manner as CCB (Asia) may from time to time specify and will be accepted subject to CCB (Asia) regular business practices and procedures. Any payment made shall be applied in settling Cardmembers' Card Accounts in the following sequence:

- (i) late charge and overlimit fees; then
- (ii) sales draft retrieval fee, replacement card fee, statement retrieval fee and other fees and charges; then
- (iii) annual fee; then
- (iv) finance charge for interest on purchases; then
- (v) monthly instalments balance; then
- (vi) outstanding balance with the highest Annualized Percentage Rate (APR); then
- (vii) any remaining portion to the other outstanding balances in descending order based on the applicable APR(s); then
- (viii) any other amount payable under this Agreement.

For the avoidance of doubt, the balances under clauses (vi) and (vii) include the amount(s) payable under promotion program(s), if any, that may be implemented from time to time, outstanding balance in respect of purchases.

5. DEFAULT AND INDEMNITY

5.1 Default - In case of any default of the payment obligation under this Agreement or any other provision hereof by the Cardmember and/or the Company, the right of the Cardmember to use the Card may be revoked or suspended. The Cardmember and the Company shall also immediately be jointly and severally liable to pay the total amount charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including the interest, all fees and the full annual fee, late charges and other charges whether made in Hong Kong or abroad.

5.2 Collection Costs - If CCB (Asia) refers the collection of Cardmember's Card Account to a collection agency and/or through a lawyer, the Cardmember and the Company shall be jointly and severally liable to pay the reasonable costs and expenses of engaging such collection agent and/or lawyer and such other reasonable costs and expenses reasonably incurred by CCB (Asia) in recovering such payment and enforcing CCB (Asia)'s rights under this Agreement.

5.3 Indemnity - The Cardmember and the Company shall jointly and severally hold CCB (Asia) harmless and indemnify CCB (Asia) on a full indemnity basis, on demand, for such reasonable amount of loss, damage, costs and expenses, legal or otherwise (including all reasonable legal costs and expenses on a solicitor and own client basis, and debt collection agent's reasonable costs and expenses) which CCB (Asia) may reasonably incur by reason of any default by the Cardmember and/or the Company of any provision of this Agreement.

6. DATA PRIVACY

6.1 Privacy Notice - The Cardmember acknowledges, confirms and agrees that CCB (Asia) may and may continue to obtain, use, store, transfer and disclose (whether within or outside Hong Kong) Personal Data for such purposes and to such persons in accordance with its policies on the use and disclosure of personal data as set out in the statements, circulars, privacy notices or terms and conditions from time to time made available by CCB (Asia) to its customers. Accordingly, CCB (Asia) may obtain the Personal Data and/or provide the Personal Data to among others, credit reference agencies, his/her employer(s) (including, without limitation, the Company), banks, any affiliate, group companies of CCB (Asia), government and regulatory bodies, agents, contractors and third party service providers and, in the event of default, debt collection agencies.

6.2 Transfer of Personal Data - Without prejudice to the foregoing, the Cardmember authorizes CCB (Asia) to disclose or transfer the Personal Data and the information about his/her Card Account confidentially to

(i) any third party service provided (located in Hong Kong or otherwise) employed by CCB (Asia) to provide the Cardmember with administrative services and retain such relevant records in connection with the operation of Card Accounts and marketing of Card Account services; (ii) any affiliate, group companies or agents of CCB (Asia) or its licensees worldwide; (iii) the Company or any third party whose name or logo appears on the Card worldwide; and (iv) any third party service providers as CCB (Asia) may from time to time select.

The Cardmember further authorizes CCB (Asia) to use and disclose the Personal Data and the information provided in connection with his/her Card Account for the purpose of updating and/or verifying any and all of his/her personal information that may be held by any affiliate, group companies or agent of CCB (Asia), marketing purposes (including, without limitation, (i) the marketing of products and/or services of any affiliate, group companies or agent of CCB (Asia) and/or selected business partners; and (ii) the exchange of non-financial information with any affiliate, group companies or agent of CCB (Asia) and/or selected business partners) and any other purpose as CCB (Asia) may from time to time notify the Cardmember.

6.3 Right to Request Access - The Cardmember confirms that he/she is aware of his/her entitlement at any time to request access to information held by CCB (Asia) about his/her Card Account and update and correct such information. CCB (Asia) may request a reasonable charge to cover the costs of complying with such requests. Requests should be addressed to CCB (Asia) and marked for the attention of the Data Protection Officer (Address: China Construction Bank (Asia) Corporation Limited, 19th Floor, CCB Centre, 18 Wang Chiu Road, Kowloon Bay, Kowloon).

7. LOST CARD LIABILITY

7.1 Report of Lost or Stolen Card - If the Card is lost or stolen or the Password is known (or suspected to be known), or if there is suspicion by the Cardmember and/or the Company of any counterfeit card bearing the same account number as the Card, the Cardmember and/or the Company will immediately report it to CCB (Asia) by calling the 24-Hour Lost Card Hotline at 8521 317 95656, or such other telephone number CCB (Asia) may specify from time to time. Any such event should also be promptly reported to the police and the police report must be produced to CCB (Asia) if requested. If such loss or theft occurs overseas, the report shall be made to the said Hotline, otherwise to any member of VISA or MasterCard and reported to the local police.

7.2 Liability - The Cardmember and the Company shall be jointly and severally liable for all transactions effected through a lost or stolen Card or through unauthorized use of Password or counterfeit card occurring prior to the time the loss or theft was reported to CCB (Asia) in the manner prescribed above, provided that if CCB (Asia) considers (in its sole opinion) the Cardmember and the Company have acted in good faith and with due care and diligence and have reported the loss or theft to CCB (Asia) and to the police in the manner described above, the Cardmember and the Company shall be jointly and severally liable to pay the total amount charged to the Card (not including cash transactions) before the loss or theft is reported to CCB (Asia) shall not exceed HK\$500 on each occasion.

7.3 Replacement Card Fee - Issue of any replacement Card shall be at CCB (Asia)'s sole and absolute discretion. CCB (Asia) may charge the Cardmember and the Company a fee as specified in the Fee Schedule for the replacement of the lost or stolen Card and debit the same to the Card Account.

8. PAYMENTS

8.1 Liability of the Cardmember and the Company (Applicable to VISA or MasterCard) - The Cardmember and the Company shall be liable to CCB (Asia) jointly and severally for all amounts charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including cash advance (if applicable), all interest, all fee and other charges, whether made in Hong Kong or abroad. Without prejudice to the foregoing, the Cardmember and the Company shall be jointly and severally liable to pay the total amount charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including the interest, all fees and the full annual fee, late charges and other charges whether made in Hong Kong or abroad. The Statement of Account shall be in Hong Kong Dollars. The Cardmember and the Company agree and authorize CCB (Asia) to debit the Card Account for all monies payable by the Cardmember and/or the Company to CCB (Asia) under this Agreement (including, without limitation, the Fees and Charges) on the relevant due dates without notice to the Cardmember or

the Company. Each of the Cardmember and the Company understands and acknowledges that it shall be liable for all losses suffered by CCB (Asia) if either the Cardmember or the Company has acted fraudulently or with gross negligence. Without prejudice to the right of CCB (Asia) to demand immediate payment of the full amount outstanding at any time, the Company shall pay to CCB (Asia) at least the required minimum payment indicated in each Statement of Account on or before the "Payment Due Date" specified therein.

8.2 Liability of the Cardmember and the Company (Applicable to UnionPay Dual Currency Credit Card) - The Cardmember and the Company shall be liable to CCB (Asia) jointly and severally for all amounts charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including cash advance (if applicable), all interest, all fee and other charges, whether made in Hong Kong, Mainland China or elsewhere. The Cardmember and the Company agree that:

- (i) all transactions (including cash advances, if available) which are effected by the use of the Card in Hong Kong or overseas, excluding Mainland China (irrespective of the currency of such transactions) shall be posted to the Cardmember's RMB Card Account.
- (ii) subject to sub-clause (iii) below all transactions (including cash advances, if available) which are effected by the use of the Card in Mainland China shall be posted to the Cardmember's RMB Card Account.
- (iii) certain transactions effected by the use of the Card in RMB may be posted to the Cardmember's HKD Card Account due to the settlement arrangement.
- (iv) all transactions which are effected by the use of the Card in currency other than HKD and RMB shall be converted to HKD using CCB (Asia)'s prevailing exchange rate on the date of conversion and posted to his/her HKD Card Account. The Cardmember and the Company agree to accept CCB (Asia)'s exchange rates as quoted from time to time without dispute.
- (v) all Fees and Charges in respect of the Cardmember's HKD Card Account shall be posted to his/her HKD Card Account.
- (vi) all Fees and Charges in respect of the Cardmember's RMB Card Account shall be posted to his/her HKD or RMB Card Account as set out in the Fee Schedule.

The Cardmember and the Company agree and authorize CCB (Asia) to debit the Card Account for all monies payable by the Cardmember and/or the Company to CCB (Asia) under this Agreement (including, without limitation, the Fees and Charges) on the relevant due dates without notice to the Cardmember or the Company. Each of the Cardmember and the Company understands and acknowledges that it shall be liable for all losses suffered by CCB (Asia) if either the Cardmember or the Company has acted fraudulently or with gross negligence. Without prejudice to the right of CCB (Asia) to demand immediate payment of the full amount outstanding at any time, the Cardmember and/or the Company shall pay to CCB (Asia) at least the respective required minimum payments of the Cardmember's HKD Card Account and RMB Card Account indicated in each Statement of Account on or before the "Payment Due Date" specified therein.

8.3 Currency (Applicable to VISA or MasterCard) - The Cardmember and the Company understand and acknowledge that any and all payments made in relation to the Card Account should be settled in Hong Kong Dollars, and that acceptance of such payments by CCB (Asia) shall be subject to CCB (Asia)'s terms and conditions for the time being in force. Payment is only treated as effective once the relevant funds have been received for value by CCB (Asia). Without prejudice to the foregoing, the Cardmember and the Company acknowledge that payments made in relation to the Card Account by way of foreign currency checks will be subject to the applicable Fees and Charges, and shall be deemed to have been received by CCB (Asia) only to the extent of the actual amount remitted from the bank issuing such cheque. CCB (Asia) may, in its sole and absolute discretion, return to the Company, by such means as CCB (Asia) may in its sole and absolute discretion determine, any and all sums deposited in excess of such sum required to settle the outstanding balance of the Card Account.

8.4 Currency (Applicable to UnionPay Dual Currency Credit Card) - The Cardmember and the Company understand and acknowledge that any and all payments made in relation to the HKD Card Account payments

must be settled in HKD and RMB Card Account payments must be settled in RMB. If payment made in HKD is for settlement of RMB Card Account, the Cardmember and the Company shall specify the payment as such in the manner as CCB (Asia) may determine from time to time and the payment shall be converted to RMB at the prevailing exchange rate adopted by CCB (Asia) credit card on the date of conversion. The Cardmember and the Company agree to accept the exchange rates as quoted by CCB (Asia) from time to time without dispute. Payment is only treated as effective once the relevant funds have been received for value by CCB (Asia). Card Account payment made by check(s) in currency other than HKD or RMB is accepted at the discretion of CCB (Asia). If CCB (Asia) agrees to accept such payment method, only the net amount actually received (less all applicable Fees and Charges) will be credited to the relevant Card Account(s).

8.5 Excess Credit - CCB (Asia) may retain in the Card Account or return to the Cardmember or the Company, by such means as CCB (Asia) may determine, any excess sum deposited in settlement of the outstanding balance of the Card Account. Subject to CCB (Asia)'s rights under Clause 16 below, any excess payment in HKD Card Account shall not be used to settle any outstanding balance of RMB Card Account, and vice versa, unless the Cardmember and the Company request otherwise and as approved by CCB (Asia).

9. STATEMENTS OF ACCOUNT

9.1 Statement of Account - A Statement of Account will normally be issued at monthly intervals unless (i) there are no entries covering the relevant statement period and (ii) the HKD and/or RMB Card Account (if applicable) has a debit balance of less than HK\$10/RMB10 or has a credit balance of less than HK\$10/RMB10 or a zero balance in HKD and/or RMB Card Account. In case the Cardmember or the Company does not receive the Statement of Account (other than due to the preceding provision), the Cardmember or the Company shall immediately inform CCB (Asia) in writing. In the event of any report of non-receipt of the Statement of Account, the Cardmember and the Company shall be deemed to have received the same. The Statement of Account shall form an integral part of this Agreement. If there is any conflict between the terms and conditions of the Statement of Account and this Agreement, this Agreement shall prevail.

9.2 Errors in the Statement of Account - The entries in the Statement of Account are presumed true and correct unless the Cardmember or the Company notifies CCB (Asia) in writing of any error or omission therein within sixty (60) days from the date of the Statement of Account. If no error is reported within the said period, the entries in the Statement of Account are deemed to be conclusive, true and correct and binding on the Cardmember and the Company. The Cardmember and the Company hereby waive the need for any presentation of the charge/slips in proof of transactions set out in the Statement of Account.

10. OVERSEAS TRANSACTIONS

10.1 APPLICABLE TO VISA AND MASTERCARD - All transactions effected in a currency other than Hong Kong Dollars are converted from the transaction currency into Hong Kong Dollars and charged to the Card Account by CCB (Asia) or CCB (Asia)'s agents or by third parties based on the exchange rate adopted by VISA or MasterCard, as applicable, on the date of conversion. In addition, all transactions effected in a currency other than Hong Kong Dollars are subject to a foreign currency conversion fee (representing the charge imposed by VISA or MasterCard on the issuer of the Card) and an overseas transaction fee, in such amounts as set forth in the Fee Schedule.

10.2 APPLICABLE TO UNIONPAY DUAL CURRENCY CREDIT CARD - Save and except for transactions effected in RMB and transacted in Mainland China, all transactions effected in a currency other than HKD including transactions effected in RMB settlement in territories outside Mainland China, including without limitation, Hong Kong or Macau, are converted from the transaction currency into HKD and charged to HKD Card Account based on the exchange rate adopted by UnionPay's prevailing exchange rate on the date of conversion. The Cardmember or the Company agrees to accept UnionPay's exchange rates as quoted from time to time without dispute.

11. INSURANCE OFFERS

The Cardmember and the Company understand that CCB (Asia) may arrange

or extend benefits or protection for the Cardmember through insurance policies issued by third party insurance companies. Unless specifically stated otherwise, the relevant marketing or promotional materials, fact sheets and summaries are generally given or distributed for descriptive purpose and only for ease of understanding the applicable terms, conditions or exclusions of the insurance policy. CCB (Asia) has no responsibility or role in describing, endorsing or otherwise promoting such insurance products. The Cardmember and the Company shall address all enquiries requests to the licensed representatives of the relevant insurance company named in such materials. Such marketing or promotional materials, fact sheets and summaries cannot and are not intended to replace the exact terms, conditions or exclusions of the relevant insurance policy.