建行(亞洲)公司信用卡/建行(亞洲)商務卡會員合約	限責任公司。	外洩予任何人士而引致之一切後果、損失及 / 或責任 [,] 信用	 	 	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
重要!請仔細閱讀及確保信用卡會員完全明白下述之條款及細則。如任何	「 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	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。	4. 收費及費用	海外交易手續費(適用於 VISA 及 MasterCard) - 建行(亞洲)	代理人,收集或提供個人資料。
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	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 / 字母。	3.3 有效期 一信用卡有效期直至卡上所示之月份的最後一日為止	4.1 收費及費用 一 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。詳細的資料載於服務收費	將會就每項以非港幣所進行之交易收取手續費。 購物單據檢案費 - 對於銷售單據檢索副本,建行(亞洲)將會	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,保密地透露或轉交個人資
表合共為信用卡會員合約(「合約」)。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。	「 VISA 」指 Visa International Service Association(及任何其承繼人或 受讓人)。	(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	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。	就每張收取手續費。 月結單檢索費 - 對於月結單檢索,建行(亞洲)將會就每份收	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
1. 定義	「 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。	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。信用卡會員必須應建行	曾 員年賀 一 陈为行逸古外,建行(辽加)将收取曾員牛貨。 優惠費用 一 信用卡會員及公司同意,為了享用某些信用卡優	月紀年懷然買一到於月紀年懷然,進行(呈加)將曾級母切收 取手續費。	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)公司或其名稱
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	 建行(亞洲)公司信用卡 / 建行(亞洲)商務卡 信用卡是建行(亞洲)應公司之要求簽發予信用卡會員。建行(亞洲) 	(亞洲)之要求,寄還信用卡予建行(亞洲)。信用卡會員及 / 或	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合乎資格享用該等優惠,或建行(亞洲)	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	或標誌顯示在信用卡上的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者。 信用卡會員進一
銀行。	可在其獨有及絕對酌情權下批核任何及所有信用卡申請。	公司有權於信用卡續期日起計三十(30)日內,向建行(亞洲)發 出書面通知,取消信用卡。在此情況下,公司毋須繳付會員年	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)。	其他收費及費用;及(ii)於任何有關信用卡的申請表格、產品 單張或其他有關的宣傳或推廣資料內所列明的收費及費用)。	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、
「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	 信用卡之使用 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 	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須建行	補發新卡費用 - 對於補發新卡,建行(亞洲)將會就每張新卡	4.2 付款次序 一 收費及費用須以建行(亞洲)不時指明及其日常事	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
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)。	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新	(亞洲)負上或承擔任何責任:(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	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	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:	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
「 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。	卡,並保存信用卡在安全之地方。如因為未能或延遲履行上述 之行為而引致損失,信用卡會員及/或公司須負上全責。建行	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會	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,	(i) 逾期費用及過額費用;之後(ii) 購物單據檢索費,補發新卡費用,月結單檢索費及其	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
「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	(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	員之代表(如被獲認可)透過信用卡獲取之優惠或購買之產品 或服務負上或承擔任何責任。任何聯營商號與信用卡會員之	建行(亞洲)將會收取手續費。	他費用及收費;之後	 (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/她有權於
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	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 或取消之指示),以展示、刊登或其他建行(亞洲)認為合適之	或旅游员工或净值在两具在。在两辆营商航央店用下重员之 間出現之任何申索或糾紛,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。	信用卡指定地點繳款手續費 - 對於在建行(亞洲)之任何指定 地點繳交信用卡款項之交易,建行(亞洲)將會就每次付款交	 (iii) 會員年費;之後 (iv) 購物發賬利息財務費用: 之後 	任何時候查閱其信用卡賬戶資料,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
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	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	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	易收取手續費。 跨境港幣交易手續費(適用於 VISA 及 MasterCard)一建行(亞	(v) 分期付款之每月供款金額;之後	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
建行(亞洲)銀聯雙幣信用卡 24 小時客戶服務熱線 317 95568 或上 網 www.asia.ccb.com(如適用)素取。	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使用該信用卡,	用卡會員信用卡賬戶之信用限額。建行(亞洲)給予信用卡會 員之信用限額以港幣為貨幣單位(包括現金透支限額,如適	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進行,收取手續費。	(vi) 最高實際年利率之未清還金額;之後 (vii) 其他未清還金額(依其適用的實際年利率 [,] 按遞降次	號中國建設銀行中心十九樓)。 7. 失卡責任
「 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	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	用)。信用限額即為信用卡會員於任何時候最高可結欠之總 金額。有關最高可結欠之總金額及信用限額之詳情,信用	財務費用 一 就 現金透支 交易而言(如適用) [,] 財務費用會 <u>由</u>	序支付);和,最後 (viji) 任何其他根據本合約的應繳款項。	7.1 信用卡遗失或被竊一如信用卡遺失或被竊 [,] 或有任何其他
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。	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	卡會員可與建行(亞洲)聯絡。信用卡會員須嚴格遵守該信用 限額。建行(亞洲)保留權利,可於任何時候,隨時調低信用	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	為免存疑,在(vi)及(vii)條所指之未清還金額包括於不時推出	人士知道(或懷疑外洩)信用卡之密碼,或信用卡會員及/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
「 港幣卡賬戶 」指就信用卡在建行(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。	員須向公司繳付以信用卡支付該範疇以外之任何及所有費用 及 / 或開支。為免生疑問,任何及所有信用卡會員與公司之間	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就該等交易款項及有關收費及費	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	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	員及 / 或公司應立即致電 24 小時失卡熱線:(852) 317 95505 或其他建行(亞洲)不時指定之電話號碼通知建行(亞洲)。任
"他/她」、「他的/她的」 指信用卡會員。	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/或收費是否在公司指定	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	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):	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	何上述情況,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)。如該遺失或偷竊發生於海
「 香港」 指中華人民共和國香港特別行政區。 「 銀通 指銀聯通寶有限公司。	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 在任何情況下均不會影響公司在本合約內之付款或其他責任。	貸服務。儘管有以上選擇,信用卡會員同意建行(亞洲)仍保 留權利按其規定之情況下准許其超出信用限額之交易。	(i) 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息直至所有款項清繳為止;及	任,信用卡會員使用信用卡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	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。
「與門」指中華人民共和國澳門特別行政區。	3.2 私人密碼 – 信用卡會員須小心及適當處理任何連同信用卡所	3.7 信用卡之使用 - 簽發信用卡的目的在使信用卡會員於建行	(ii) 所有前一個月結單日後記誌的新交易款項須根據交易	(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)。	7.2 責任 - 信用卡會員及公司須共同及各自地為在按上述規定報
「 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(及任何其承繼人或受讓人)。	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	(亞洲)所定之信用限額內支付信用卡會員於受聘於公司期間 所產生之業務開支,包括在受聘於公司期間支付任何購買	日期起計息,直至所有款項清繳為止。 如信用卡會員及公司未能於月結單(未繳付最低付款額之月結	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	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
「 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	(i) 應當銷毀印有任何私人密碼的通知正本; (ii) 不容許任何人士使用信用卡或任何私人密碼;	貨物及 / 或服務之價款,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)滿意之方式開立及維持信用卡賬	單)日期 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	須共同及各自地負責繳付該追討代理人及/或律師之合理收 費及費用及建行(亞洲)因追討款項及強制執行其權利所產生	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)
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	(iii) 不得將任何私人密碼寫於信用卡上或任何通常與信用	户。此信用卡不得轉讓。任何其他人士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	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中。即使信用卡會員	之合理成本及支出。	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產生的未經授權之信用卡交易(不
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/字母。 「個人資料 指與信用卡會員有關之個人資料。	卡一起存放或存放於信用卡附近的物品上; (iv) 若以任何方式寫下任何私人密碼時,必須加以掩飾使	用卡或自動放棄管有信用卡,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)	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	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文,因而引致任何合理	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
「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	人難以辨認;及	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。於現金透支適用之情況下,建行(亞洲)	(亞洲)另行通知。	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	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
信用卡進行交易時可供確認他/她之身份的所有個人身份證明密碼。 「 人民幣 指人民幣,中華人民共和國的法定貨幣。	(v) 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	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	外幣折算費(適用於 VISA 及 MasterCard) 一 建行(亞洲)將會 就每項以非港幣所進行之交易收取費用。	公司將在建行(亞洲)要求下全數賠償予建行(亞洲)。 6. 個人私隱	信用卡賬戶中扣除。
「 人民幣卡賬戶」 指就信用卡在建行(亞洲)以人民幣開立及存置的賬	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	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。任何其他人士均不准使用信用卡會員之信用卡作	兑現外幣支票手續費 — 對於兑現外幣支票(建行(亞洲)可在其 酌情權下決定是否接受兑現),建行(亞洲)將會收取手續費。	6.1 私隱通知 - 信用卡會員明白、確認及同意,建行(亞洲)可以 並可一直按建行(亞洲)不時給予其客戶之聲明、通告、私隱	8. 付款 8.1 信用卡會員及公司之責任(適用於 VISA 及 MasterCard) –
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	(vi) 不得將任何私人密碼接駁其他服務(如接連互聯網或 其他網址)。	記賬、鑑別或任何其他用途。如信用卡會員容許他人使用該 信用卡或自動放棄管有該信用卡,信用卡會員或公司須就信	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	通知或條款及細則列明之有關使用及透露個人資料政策中所	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
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。	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	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。	(亞洲)將會收取逾期費用。	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)可以向信貨資料機構、	(如適用)、所有利息、所有費用,及其它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
「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	公司同意就私人密碼因任何原因(因建行(亞洲)的疏忽除外)	建行(亞洲)保留權利拒絕處理或支付建行(亞洲)懷疑屬於任	過額費用 - 如賬戶總結欠超出該信用卡賬戶之信用限額,建	他 / 她之僱主(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	透過信用卡賬戶收取並以外幣計算之費用將會按合適之港幣
匯率自動折算為記賬貨幣。月結單以港幣為計算單位。信用	幣卡賬戶須以人民幣繳款。若以港幣繳付人民幣卡賬戶的結	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	服戶之欠款及所有尚欠之費用及收費,即信用卡會員及公司	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位於香	
卡會員及公司同意及授權建行(亞洲)於有關到期日,根據本合約從有關信用卡賬戶收取信用卡會員及/或公司所有須付款項 (在在1975年1月), 在1995年1月1日, 在1995年1月), 在1995年1月1日, 在1995年1月), 在1995年1月), 在1995年1月), 在1995年1月), 在1995年1月), 在1995年1月),	欠,信用卡會員及公司須以建行(亞洲)不時指定的方式列明, 而款項將按建行(亞洲)信用卡於折算日採用的匯率折算為人民 概,就將在(亚洲)6.用上方时短期45.6000克,6.用上含用其	報僅供作説明用途,以便了解保險單的適用條款、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 地應至素在, 佐田上会早期短年日上会早可有方式在2000年月一	將被視為已接納建行(亞洲)就本合約所作的所有修改。 如信用卡會員或公司不接受此等修改,信用卡會員或公司可	港。如郵件不能郵遞或送遞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。	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,
(包括但不限於收費及費用)而不作事先通知。 <u>信用卡會員及公</u> 司各自表示明白並知悉其各自須為信用卡會員或公司行使欺	幣。就建行(亞洲)信用卡不時採用的折算匯率,信用卡會員及 公司同意接受及不提出爭議。有關款項須在建行(亞洲)收妥有	推廣之責任。信用卡會員確認信用卡會員可向在該等資料中顯示之 有關特選保險公司的特可代表提出所有查詢 / 要求。此等推廣或宣	以各自於修改通知書日期起計三十(30)日內以書面通知建行 (亞洲),及連同該信用卡(信用卡剪成兩半),退還予建行(亞	16. 抵銷權 16.1 抵銷 一建行(亞洲)可隨時及在毋須預先通知的情況下 [,] 組合	並不構成對該權利,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。
詐手段或嚴重疏忽之行為而導致建行(亞洲)之損失負上全責。 在不影響建行(亞洲)可於任何時候要求即時全數繳付欠款的權	關款項實際價值方能作實。以外幣(港幣或人民幣除外)支票所 作之償付會否被接受將由建行(亞洲)酌情決定。如建行(亞洲)	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。	洲),以終止本合約。公司仍須就終止本合約前之一切收費及 費用負責。如在修改通知書日期起計的三十(30)日內終止本	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聯名名義管有,及是否需	21. 語言
利之情況下,公司須於月結單所示之「到期繳款日」或之前, 向建行(亞洲)繳付不少於月結單上之最低付款額。	同意接受以外幣支票償付之方式,則須待該款項收妥以後, 方能以建行(亞洲)所獲得的實際金額(扣除所有適用的收費及	 互聯網服務 12.1 用戶姓名及私人密碼 一 就信用卡會員使用互聯網服務而言[,] 	合約,建行(亞洲)將會按比例向公司退還會員年費及可清楚 區分的任何其他定期收費,但如所涉金額太小則屬例外。	要通知),及抵銷、扣除、提款、運用及/或時移其總額並存 入一個或多個戶口內以滿足信用卡會員及/或公司對建行(亞	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
8.2 信用卡會員及公司之責任(適用於銀聯雙幣信用卡) 一 信用卡 會員及公司須共同及各自地向建行(亞洲)負責信用卡之全部	費用)為限,誌賑於有關信用卡賬戶中。該付款是否獲建行(亞 洲)接納將受限於建行(亞洲)現行之條款及細則。	信用卡會員須將如下述般保護用戶姓名及私人密碼:	13.2 轉讓及豁免一信用卡會員及公司同意,建行(亞洲)有權轉	洲)的其他戶口或任何有關的信用卡會員及/或公司的義務及	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
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、所有費用及其他收費(不論是香港、中國內	8.5 結餘 - 建行(亞洲)可將任何超出償還信用卡會員信用卡賬戶 之欠款所需金額的款項以建行(亞洲)所定方式保留在信用卡	(a) 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。	讓、讓出或授出其在信用卡賬戶下或本合約下之一切或部份 權利及 / 或義務,而毋須通知信用卡會員或公司。	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	港法院的非專屬司法管轄權所管轄。 23. 可分割性
地或其他地方收取)。信用卡會員及公司同意:	賬戶中或退還予信用卡會員或公司。在以下第16條款規限 下,除非信用卡會員及公司另外要求及獲建行(亞洲)同意,	(b) 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義使用互聯	14. 違約及終止合約 14.1 終止合約 一 信用卡會員及公司明白信用卡會員或公司可於	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 身份拖欠建行(亞洲)的所有義務及責任,並且,若組合、合	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
(i) 以信用卡於香港或海外(不包括中國內地)進行的所有 交易(包括現金透支,如適用)(無論交易以任何貨幣	信用卡會員之港幣卡賬戶中的任何結餘將不會用作償還該信用卡會員的人民幣卡賬戶的任何結於,而信用卡會員之人民	網服務的人士輕易猜中的數字或名稱。例如,信用卡 會圓須避免使用他 / 她的或任何親屬的生日日期或他 /	任何時候向建行(亞洲)發出不少於三十(30)天的書面終止通 知書,以終止信用卡會員之信用卡。建行(亞洲)保留權利以	併、抵銷、扣除、提款、申請或轉賬涉及由一種貨幣兑換至 另一種貨幣時,該外幣兑換將以當時於相關的外幣交易市場	不會受影響或損害。
<u>進行),將誌賬於信用卡會員港幣卡賬戶。</u> (ji) 在以下第(jii)條款規限下,以信用卡於中國內地進行	用下曾員的人民带下账户的任何結欠,回后用下曾員之人民 幣卡賬戶中的任何結餘亦將不會用作償還該信用卡會員的港 幣卡賬戶的任何結欠。	她的任何一個電話號碼的任何部份。	暫停或終止之理由,於任何時候在沒有另行通知的情況下, 暫停或終止之理由,於任何時候在沒有另行通知的情況下, 暫停或終止信用卡會員之信用卡於香港及海外之使用,而有	的即時外幣兑換率為準(由建行(亞洲)最後決定)。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	24. VISA 白金卡 / Infinite 服務 如信用卡會員持有被 VISA 列入白金卡 / Infinite 卡類別之信用卡,
的所有交易(包括現金透支,如適用)將誌賬於信用卡 會員人民幣卡賬戶。	第下版户的证问篇次。 9. 賬戶月結單	(c) 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	關終止之通知將送到信用卡會員最後提供予建行(亞洲)之地 址。在建行(亞洲)之要求下,信用卡(須剪成兩半)必須在終	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	VISA International 將會為信用卡會員安排一系列最終由 VISA 指定 之服務供應者提供的服務和優惠。由 VISA International 提供之服務
 	9.1 月結單 一 除非信用卡會員之信用卡賬戶內 (i) 於該月份並沒 有進行任何交易及 (ii) 港幣及 / 或人民幣卡賬戶之結欠少於港	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	止後退還予建行(亞洲)。	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 一信用卡會員及/或公司現授權建行(亞洲)行使留置	可隨時更改而毋須預先通知。建行(亞洲)無責任提供或供應該等服 務,亦非該等服務的供應者,或任何服務供應者之代理人、代表或
(iv) 港幣及人民幣以外貨幣的所有交易將按折算日由建行	幣 / 人民幣 10 元或結餘少於港幣 / 人民幣 10 元或結餘值為港 幣 / 人民幣零元, 否則建行(亞洲)將會向信用卡會員每月發出	私人密碼的任何資料。 (d) 信用卡會員不可以採用能夠讓其他人士識別的方式記	14.2 終止影響 一 如因任何原因信用卡被建行(亞洲)終止或信用 卡會員使用信用卡之權利被撤銷,或在信用卡會員破產、去	權以接管擁有或控制信用卡會員及/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	經紀。就信用卡會員獲提供該等服務而言,建行(亞洲)毋須參與、 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供
(亞洲)採用的匯率折算為港幣,並誌賬於信用卡會員 港幣卡賬戶。就建行(亞洲)不時宣報的折算匯率,信	月結單。如信用卡會員或公司未收到月結單(除因前述之原因 外),信用卡會員或公司須立即以書面通知建行(亞洲)。如信	錄其用戶姓名及私人密碼。 (e) 倘信用卡會員發現或懷疑有任何人士知道其用戶姓名	世、信用卡會員被公司(因任何理由)終止聘用,或信用卡會 員或公司干犯任何欺詐行為、或公司被清盤、或公司之業務	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	應者之範疇、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
用卡會員及公司同意接受及不提出爭議。 (v) 就港幣卡賬戶而產生的所有收費及費用,將誌賬於信	用卡會員或公司沒有通知建行(亞洲)信用卡會員或公司並未 接獲月結單,信用卡會員及公司將被視為已收到月結單。月	(e) 间信用下置員發現或懷疑有任何人工知道其用戶姓名 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。	被終止或暫停、或產業管理人被委任接管公司之全部或大部 份之業務或資產、或本合約被信用卡會員或公司終止:	(亞洲)應履行的義務及/或責任。	有關使用或濫用該等服務的故意不當、遺漏或失責行為,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
(v) 病病害市下版/高星生的所有收费及费用,將按照服務 用卡會員港幣卡賬戶。 (vi) 就人民幣卡賬戶而產生的所有收費及費用,將按照服務	接受力起单,信用下音复反公司所被祝祝已收到方起单。为 結單是本合約的一個不可分割部份。如月結單之條款及細則 與本合約之條款及細則有任何歧異,概以本合約為準。	即透過互聯網服務更改用戶姓名及7或私人密碼。 12.2 保安措施一信用卡會員須遵守下列保安措施:	(i) 信用卡會員及公司之所有特權將會被終止(包括但不 限於結束信用卡賬戶);及	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 損害任何由法律授予建行(亞洲)的留置權或其他權力。建行(亞 洲)的標本證書的低左信書上會書及(式內)對建存(亞洲)的集	本與費用作出賠償。
收費一覽表誌賬於信用卡會員港幣卡或人民幣卡賬戶。	9.2 月結單上之錯誤一除非信用卡會員或公司於月結單上所示日	(a) 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。	(ii) 信用卡會員及公司欠下建行(亞洲)之信用卡之總結欠	洲)的權力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。	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
信用卡會員及公司同意及授權建行(亞洲)於有關到期日,根據 本合約從有關信用卡賬戶收取信用卡會員及/或公司所有須付	期起六十(60)日內以書面通知建行(亞洲),表示發現錯誤, 否則,該月結單所示之賬目將被假定為正確無誤。如信用卡	(b) 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顧而去。	(不論交易是否已經記入信用卡賬戶),包括利息、費 用和會員年費,以及其他收費(不論是香港或海外地 文件取做),在次方葉式考透如本之即可期去有4.8 座	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	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
款項(包括但不限於收費及費用)而不作事先通知。 <u>信用卡會員</u> 及公司各自表示明白並知悉其各自須為信用卡會員或公司行	會員或公司於上述期間內並沒有通知建行(亞洲)報告發現任 何錯誤,則月結單所示之賬目將確定地被視為正確無誤,並	(c) 信用卡會員不得在未有事先確定沒有其他人士可觀察	方收取的),在沒有要求或通知下立即到期支付及應 立即繳付。	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	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)計 劃、該(等)計劃之條款及細則、該(等)計劃之推出期限及/或修改該
使欺詐手段或嚴重疏忽之行為而導致建行(亞洲)之損失負上全 責。在不影響建行(亞洲)可於任何時候要求即時全數繳付欠	對信用卡會員及公司具有約束力。建行(亞洲)毋須出示發票/ 銷售單據以證明月結單所示之各項交易。	或記下他 / 她接達互聯網服務方式或假冒他 / 她取用 互聯網服務的情況下(例如:辦公室環境),使用接連	14.3 賠償 - 在暫停或終止信用卡之使用權利後,信用卡會員及 公司共同及各自地對建行(亞洲)須(i)得到保證,使其免受任	相據建行(亞洲)不時定明的程序及方式發出及接受。信用卡會員及 公司同意在合理查核身份後(i)任何由信用卡會員或公司發出的任何	
款的權利之情況下,信用卡會員及 / 或公司須於月結單所示之 「到期繳款日」或之前,向建行(亞洲)繳付不少於月結單上就信	10. 海外交易 10.1 適用於 VISA 及 MasterCard 一 所有以非港幣計算的交易金	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	何追討信用卡總結欠時而引致的合理損失(包括所有合理費用 (包括按律師與客戶所訂基準計算之律師費)及所有合理的支	口頭指示,必須得到建行(亞洲)之書面同意才能撤銷;(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	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八達通服務及賞即飛天地均不適用於信用
用卡會員港幣卡賬戶及人民幣卡賬戶上之各最低付款額。 8.3 貨幣(適用於 VISA 及 MasterCard) 一 信用卡會員及 / 或公	額,將由建行(亞洲)或建行(亞洲)之代理人或第三者根據 VISA或MasterCard(如適用者)於折算當日採用的匯率,折	密碼足以鑑別信用卡會員的身份。建行(亞洲)如誠信行事,有 權按指示(透過互聯網服務使用正確用戶姓名及私人密碼作出	出);及(ii)建行(亞洲)得到賠償其於追討信用卡之總結欠時 而引致之任何合理損失(包括所承受之全部合理費用(包括按	加/狩權依據該口頭指小打爭,及(III/信用下音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。	卡或信用卡會員,建行(亞洲)按其獨有及絕對酌情權決定者除外。 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
司明白及確認任何及所有有關信用卡賬戶的款項須以港元償 付,該付款是否獲建行(亞洲)接納將受限於建行(亞洲)現行	VISA 或 MasterCard(如週用者)於折算當口採用的進率,折 算為港幣後,加上建行(亞洲)徵收如服務收費一覽表列明的 外幣折算費(即 VISA 或 MasterCard 向信用卡之簽發人收取	他按信:7、222-3、4,4,5,30 区,7,2-4,7,7 足,4,2,4,4,5,4 4,4 的指示)行事,而毋須向信用卡會員取得任何進一步書面或其 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。	律師與客戶所訂基準計算之律師費)及合理支出)。在欠款償 還前,建行(亞洲)有權繼續收取逾期費用。信用卡會員於信	18. 通知	信用下曾員及公司回息业接納工処條款及細則及於服務收費一覧表工之條 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 卡會員及公司亦同竟及接納若干信用卡優惠及設施(已/將會提供予信用卡
刊, 該刊款定台獲建1(12,77)接納府受限於建1(12,77)現1 之條款及細則。有關款項須在建行(亞洲)收妥有關款項實際 價值方能作實。在不影響上述的情況下, 信用卡會員及公司	的外幣折算費)及海外交易手續費,從信用卡賬戶中扣除。	13. 修改及轉讓	用卡被終止後不得繼續使用信用卡,否則即屬不合法。 14.4 結束信用卡賬戶 一如信用卡賬戶在終止後尚有結餘,公司須	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	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
值值力能作員。在小影著工処的情况下,信用下管員及公司 確認就任何以外幣支票償付有關信用卡賬戶的付款須支付適 用的收費及費用,而建行(亞洲)就該付款被當作所獲得的款	10.2 適用於銀聯雙幣信用卡 一除以人民幣及於中國內地進行的交易外,所有以非港幣計算的交易金額(包括以人民幣於中國內	13.1 修改一建行(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	14.4 紀末信用下版 一一如信用下版户在於正夜间有起時,公司須 與建行(亞洲)作出安排,在信用卡賬戶終止日期起的六(6)個 月內收回該結餘。如公司未能在上述指定限期內收回結餘,	即被視為已送達予信用卡會員及公司。信用卡會員及公司必須以預 付郵費方式,按建行(亞洲)的營業地址向建行(亞洲)發出通知或確	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
用的收費及費用,而建行(亞洲)就該付款被當作所獲得的款 額僅以建行(亞洲)從發出外幣支票之銀行所獲得的實際款額 為限。建行(亞洲)可在其獨有及絕對酌情權下將任何超出償	地以外之地區,包括但不限於香港及澳門進行的交易),均會 根據銀聯於折算日採用的匯率,折算為港幣後,誌賬於信用	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。如此等修改關乎服	月內收回該結瞭。如公司本能在上処指定限期內收回結瞭, 建行(亞洲)有權(毋須給予事先通知)於公司取回結餘前,從 賬戶結餘中扣除賬戶結餘收費及其他因保管該款項而產生之	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)。	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 90 及各自地受其約束。
為限。運行(亞洲)可在具獨有及絕對酌情權下將任何超出價 還信用卡賬戶總結餘所需款額的款項以建行(亞洲)(在其獨有 及絕對酌情權下)所定方式退還予公司。	卡會員的港幣卡賬戶中。就銀聯不時採用的折算匯率,信用 卡會員及公司同意接受及不作爭議。	務收費一覽表或會影響收費及費用及信用卡會員及 / 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	一切合理的行政費用。	19. 無力履行責任	
8.4 貨幣(適用於銀聯雙幣信用卡) 一 信用卡會員及 / 或公司明白及	11. 保險 信用卡會員及公司明白建行(亞洲)可能透過由第三者保險公司發出	前給予信用卡會員及公司不少於六十(60)天通知,但如有關 更改非建行(亞洲)所能控制則屬例 <u>外。</u> 信用卡會員於上述通	15. 通訊 信用卡會員及/或公司須立刻通知建行(亞洲)任何其個人資料之改變	如果由於機器、資料處理系統或傳送聯繫發生故障、或由於工業糾 紛、或遇到非建行(亞洲)或建行(亞洲)之代理人或次承辦人所能控制	
確認任何及所有有關港幣卡賬戶的款項須以港元償付,而人民	信用卡曾具及公司明日建行(显洲)可能透過田弗二者保險公司發出 保單,為信用卡會員安排或提供福利或保障。除文義另行訂明外,	知期屆滿後繼續使用信用卡及/或公司沒有全數繳清信用卡	(包括居住地址、辦公室或通信地址,及/或電話號碼及任何財務及職	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 	China Construction Bank (Asia)

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

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT THE CARDMEMBER THOROUGHLY UNDERSTAND 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 subsequent) 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 Custom Service Hotline at 317 95588 or CCB (Asia) UnionPay Dual Currency Credit Card 24-Hour Customer Service Hotline at 317 95568 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

"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

"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

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 Defe" anorfield theasing at the statement of the stateme Date" specified therein.

- 8.2 Liability of the Cardmember and the Company (Applicable to UnionPa Jual 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:
 - 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.
 - 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
 - certain transactions effected by the use of the Card in RMB may be posted to the Cardmember's HKD Card Account due to the (iii) settlement arrangement
 - 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 jume without dispute. from time to time without dispute.
 - all Fees and Charges in respect of the Cardmember's HKD Card Account shall be posted to his/her HKD Card Account.
 - 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. (vi)

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 imitation, the Fees and Charges) on the relevant due dates without notice Imitation, the Fees and Charges) on the relevant due dates without notice to the Cardimember or the Company. Each of the Cardimember and the Company understands and acknowledges that it shall be liable for all losses suffered by CCB (Asia) if either the Cardimember 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 Cardimember and/or the Company shall pay to CCB (Asia) at least the respective required minimum payments of the Cardimember'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 nade 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 relation to the Card Account by way of foreign currency checks wil 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

"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. <u>The Cardmember and/or the Company shall be</u> 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 imitation, where CCB (Asia) has received any request from the Company to terminate or cancel the Card), by reasonable notice which shall be give 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:
 - to destroy the original printed copy of any Password;
 - not to allow anyone else to use the Card or any Password;
 - not to write down any Password on the Card or on anything usually kept with or near the Card:
 - not to write down or record any Password without disguising it; that whenever he/she chooses a Password, he/she will not choose a number that is likely to be guessed by a third party (e.g. 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
- not to use the Password for accessing other services (for example, (vi) 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 o

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) credit card from time to time without dispute. Payment is only reated 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 ssued 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 has a zero balance HKD and/or RMB Card Account. In case the Cardmember or the Company does not receive the Statement of Account. In Case the Cardmeniber of the to the preceding provision), the Cardmember or the Company shall immediately inform CCB (Asia) in writing. In the absence 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 onflict between the terms and conditions of the Statement of Account and this Agreement, this Agreement shall prevail.
- From in the Statement of Account The entries in 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 conclusively true and correct and binding on the Cardmember and the Company. The Cardmember and the Company nereby waive the need for any presentation of the charge/sales 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 transacted 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 INSUBANCE OFFERS

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

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 pavable immediately he 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).
- Merchant Affiliates Neither the Cardmember nor the Company shall hold 3.5 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 on 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 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/he 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

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 summari 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.

- 12. WEB SERVICE
 - 12.1 Username and Password In connection with the use of the Web Service by the Cardmember, the Cardmember shall safeguard the Username and assword as follows:
 - The Cardmember shall change the Password regularly and shall do (a) so if the Web Service requires the Cardmember to do so.
 - Whenever the Cardmember chooses a Username and Password, the (b) Cardmember shall take care not to choose a number or name that is likely to be guessed by anyone trying to access the Web Service pretending to be the Cardmember. For example, the Cardmembe shall avoid using his/her birthday or the birthday of a relative or any part of any of his/her telephone numbers
 - The Cardmember shall take all reasonable steps to ensure that he/ (C) she safeguards the Username and Password at all times, wheneve possible. The Cardmember shall not disclose any details of the Username and Password to anyone else, including to a member of CCB (Asia)'s staff, or to someone giving assistance on a technical helpdesk in connection with the Web Service
 - (d) The Cardmember shall not record the Username and Password in a way that could make them recognisable by someone else as the Username and Password.
 - If the Cardmember discovers or suspects that the Username and Password or any part of them are known to someone else, the Cardmember shall immediately change the Username and/or
 - Password through the Web Service. 12.2 Security Measures - The Cardmember shall abide by the following securit
 - The Cardmember shall not allow anyone else to operate the Web (a) Service on his/her behalf.
 - The Cardmember shall not leave the System unattended while the (b) Web Service is on-line.
 - (c) The Cardmember shall not access the Web Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy his/her access or obtain access to the Web Service. pretending to be the Cardmember.

The Cardmember agrees that the use of the Username and Password for the Web Service is adequate identification of him/her. CCB (Asia), acting in good faith, is entitled to rely and act on instructions (given using the correct Username and Password via the Web Service) without obtaining any further written or other confirmation from the Cardmember, even if those instructions are not actually given or authorized by the Cardmember.

- AMENDMENTS AND ASSIGNMENT
- 13.1 Amendments CCB (Asia) has the right to amend, at its sole and absolute discretion, at any time and from time to time this Agreement and/or the Fee Schedule. The Cardmember and the Company understand that a notice of amendment will be sent to the Cardmember and the Company each time CCB (Asia) amends this Agreement and/or the Fee Schedule. Where such amendments are to the Fee Schedule or affect the Fees and Charges and liabilities or obligations of the Cardmember and/rot the Company under this Agreement, the Cardmember and the Company will be given not less than sixty (60) days' notice before the amendments take effect (unless such changes are not within CCB (Asia) control). The Cardmember's continued use of the Card and/or failure by the Company to settle the entire outstanding balance of the Card Account and all outstanding Fees and Charges after the expiration of such notice shall be deemed an acceptance

COMPANY UNDERSTAND THESE FEES AND CHARGES. Annual Fee - Unless informed otherwise, an annual fee will be chargeable

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.

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

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 les than the whole outstanding balance, a finance charge will be applied (at the interest rate shown on the Fee Schedule) based on:

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

Cardmember and the Company.

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 charges 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.

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.

Aareement. 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 ther periodic fee which can be separately distinguished on a pro rata basi

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

ermination.

unlawful.

15. COMMUNICATION

of the Card Account); and

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

Credit Balance Refund Handling Fee - Withdrawal of any credit balance

transaction if (i) such transaction is made outside of Hong Kong or with an merchant not registered in Hong Kong; and (ii) the transaction amount of which has been simultaneously converted into Hong Kong currency by the

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 the amount of each new transaction being posted since the Statement Date, from the transaction date until payment in full.

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

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

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

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

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

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 windingup of the Company or upon any termination or suspension of the Company 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:

> all rights and privileges of the Cardmember and the Company shall be terminated automatically (including, without limitation, the closing

> the entire obligation of the Cardmember and the Company to pa to CCB (Asia) the total amount charged 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 annua 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 (lega fees on a solicitor and own client basis included) and expenses reasonable incurred) suffered by CCB (Asia) in recovering such total amount charged to he 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

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 nonths from the date when the Card Account is closed. Otherwise, CCE (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.

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 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)'s regular business practices and procedures. Any payment made shall be applied in settling Cardmembers' Card Accounts in the following sequence:

late charge and overlimit fees; then

- 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
- monthly installments balance; then
- outstanding balance with the highest Annualized Percentage Rate (vi) (APR); ther
- (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.
- Indemnity The Cardmember and the Company shall jointly and severally hold CCB (Asia) harmless and indemnify CCB (Asia) on a full indemnity 5.3 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 from, 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 Persona Data and the information about his/her Card Account confidentially to

Cardmember and the Company understand that their respective mailing addresse shall always be in Hong Kong. In case the chosen mailing address of the Cardmember or the Company is not accessible through mail or delivery, CCB (Asia, has the option to use any other address(es) of the Cardmember or the Company which CCB (Asia) may have in its records.

16. SET-OFF

- 16.1 Set Off CCB (Asia) may, at any time without prior notice, combine or consolidate any accounts (of whatever nature, wherever situate, whether in the sole name of the Cardmember and/or the Company solely or jointly with other(s) and whether subject to notice or not), and set-off, debit, withhold apply and/or transfer any sum standing to the credit of one or more of the accounts in or towards satisfaction of obligations and/or liabilities of the Cardmember and/or the Company to CCB (Asia) on any other account or in any other respect whatsoever, whether such obligations and/or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owed by the Cardmembe and/or the Company to CCB (Asia) in whatever capacity, and where such combination, consolidation, set-off, debit, withholding, application or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by CCB (Asia)) prevailing in the relevant foreign exchange market at the relevant time. In the case of a joint account, the Cardmember and/or the Company agree that CCB (Asia) may exercise its rights herein and apply any credit balance in such joint account in or towards satisfaction of an bligations and/or liabilities owed to CCB (Asia) by the Cardmember and/or the Company or by the other joint account holder(s). The Cardmember and the Company understand that CCB (Asia) shall, as soon as practicable, give notice to the Cardmember and/or the Company of any exercise of its right under this clause.
- 16.2 Lien The Cardmember and/or the Company hereby authorize CCE (Asia) to exercise a lien over all of property of the Cardmember and/or the Company coming into the possession or control of CCB (Asia) for any eason whatsoever, whether or not in the ordinary course of banking of credit card business, with power for CCB (Asia) to sell or otherwise realize such property, if necessary, and apply the net proceeds to satisfy any of the obligations and/or liabilities of the Cardmember and/or the Company to CCB (Asia).
- 16.3 Other Bights The rights of CCB (Asia) under this Clause 16 shall be in addition and without prejudice to any lien or other right whatsoever to which CCB (Asia) may be entitled by law and shall apply to all the liabilities of the Cardmember and/or the Company to CCB (Asia), whether such liabilities or any of them arise on any account or in any other respect or manner whatsoever

17. VERBAL INSTRUCTIONS

In the course of providing the Card services, CCB (Asia) may need (but is not obliged) to record verbal instructions received from the Cardmember and the Company and/or any verbal communication between the Cardmember or the Company and CCB (Asia) in relation to such services. Verbal instructions shall be given and will only be accepted in accordance with such procedures and in such manner as CCB (Asia) may from time to time specify. The Cardmembe and the Company agree that after reasonable verification of identity, (i) any verba instructions given shall be irrevocable without CCB (Asia)'s written consent; (ii) CCE (Asia) is entitled to act on such verbal instructions; and (iii) any transaction effected as a result of such verbal instructions shall, in the absence of any willful default of negligence on the part of CCB (Asia) in processing such transaction, be binding on the Cardmember and the Company.

18. NOTICES

CCB (Asia) shall be entitled to send any notice to the Cardmember or the Company by prepaid post to their respective addresses last known to CCB (Asia). Any notice so sent by CCB (Asia) shall be deemed to have been received by the Cardmember and the Company five (5) days from the date of posting. The Cardmenber and the Company must send or confirm any notice to CCB (Asia) by prepaid post o CCB (Asia)'s place of business. All notices or other communications sent by the Cardinal be deemed to have been delivered to CCB (Asia) shall be deemed to have been delivered to CCB (Asia) on the day of actual receipt.

19. INABILITY TO PERFORM OBLIGATIONS

CCB (Asia) shall not be liable if it is unable to perform its obligations under this Agreement or if there is any failure in the Cardmember's ability to use the Card or the Card services due (directly or indirectly) to the failure of any machine, data

(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/or (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 (Àsia) may from time to time notify the Cardmember.

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 impose 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: <u>China Construction Bank (Asia) Corporation Limited, 19th Floor,</u> <u>CCB Centre, 18 Wang Chiu Road, Kowloon Bay, Kowloon)</u>.

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 (852) 317 95505, 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 should still be made to the said Hotline, otherwise to any member of VISA or MasterCarc 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 maximum liability of the Cardmember and the Company for unauthorized transactions made through the Card (not the Card (not cardmember)). the Company for unauthorized transactions made through 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

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 Carc ccount), including cash advance (if applicable), all interest, all fee and other charges, whether made in Hong Kong or abroad. Without prejudice to the applicable Fees and Charges, all charges on the Card Account made in currencies other than Hong Kong Dollars shall automatically be converted to Hong Kong Dollars using the then applicable exchange. 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 pavable by the Cardmember and/or the Company to CCE (Asia) under this Agreement (including, without limitation, the Fees and Charges) on the relevant due dates without notice to the Cardmember or

processing system or transmission link or any industrial dispute or any other factor outside the control of CCB (Asia) or outside the control of the agents or subcontractors of CCB (Asia).

20. NO WAIVER OF RIGHTS No failure or delay by CCB (Asia) in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

21. LANGUAGE

If there is any difference between the English version of this Agreement and the Chinese version, the English version shall prevail.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Cardmember and the Company agree to submit to the nonexclusive jurisdiction of the courts of Hong Kong.

SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

VISA PLATINUM/INFINITE SERVICES

Where the Cardmember holds a Card categorized Platinum/Infinite by VISA, VISA may arrange for a package of services and privileges to be ultimately supplied by VISA's appointed service providers to the Cardmember. The services so provided by VISA are subject to changes from time to time with or without prior notice. CCB (Asia) is not responsible for the provision or supply of such services of otherwise act as such service providers or as agents, representatives or brokers of any service providers. Such services are provided to the Cardmember without any involvement, interference, knowledge or written agreement by CCB (Asia) CCB (Asia) does not represent or warrant the scope, quality or any aspect of such services or service providers and shall not assume any liability whatsoever resulting from or in connection with, whether directly or indirectly, such services. For any willful acts, omissions, or breaches by the Cardmember in connection with the use or misuse of such services, the Cardmember and the Company agree to indemnify and keep indemnified CCB (Asia) for all such reasonable losses, costs and expenses reasonably incurred as a result thereof.

25. BONUS POINTS/BENEFITS

The Cardmember and the Company understand that CCB (Asia) may from time to time introduce bonus points and/or benefits schemes in respect of the use of the Card entitling the Cardmember and/or the Company to benefits, services or gifts in accordance with the terms and conditions of the relevant bonus point and/or benefits scheme. The introduction, terms and conditions, duration and/or change of such schemes shall be at CCB (Asia)'s sole and absolute discretion. The Cardimember and the Company understand and acknowledge, in particular, that: (1) the Company shall, if applicable, own any and all bonus points derived from any use of the Card and accumulated in the Card Account: and (2) unless otherwise determined by CCB (Asia) at its sole and absolute discretion, the CCB (Asia) Annual Medical Check-up / Annual General Practice Outpatient / Annual Denta Insurance Plan, the Octopus Automatic Add Value Service and the Personalised Octopus Service and Instant Travel Club. shall not be applicable to the Card or the Cardmember.

The Cardmember and the Company hereby agree to and accept the foregoing terms and conditions and the terms and conditions set forth in the Fee Schedule, which the Cardmember and the Company understand forms an integral part of this Agreement. The Cardmember and the Company also hereby agree to and accept the terms and conditions of certain Card benefits and facilities (which have been/will be provided to the Cardmember and/or the Company), which the Cardmember and the Company understand form or will form an integral part of this Agreement.

All the terms and conditions herein stated (including the terms and conditions of certain Card benefits and facilities) and contained in the Fee Schedule have been read and understood and shall bind them jointly and severally.

