

# 客戶重要通知

## Important Notice to Customers



### 更改「中國建設銀行（亞洲）股份有限公司（「本行」）信用卡電子月結單服務（「電子月結單」）條款及細則」通知

本行將於 2017 年 4 月修訂「中國建設銀行（亞洲）股份有限公司（「本行」）信用卡電子月結單服務（「電子月結單」）條款及細則」（簡稱「條款和條件」）的條文。

#### A. 條款和條件主要更新的摘要

已修訂的條款和條件旨在：

- 令條款和條件適用於本行透過流動應用程式軟件向客戶提供的電子月結單服務；
- 使本行給予客戶合理通知後，電子月結單服務條款和條件的任何修改及增補隨即生效，該等通知可在銀行網站上張貼或以本行認為適當的該等其他實物或電子方式發出，若客戶在更改的條款和條件生效日或之後繼續使用電子月結單服務，該通知即對客戶構成約束力；
- 使條文涵義更清晰。

新增條文及完整修訂請參閱 B 部分。

#### B. 條款和條件內新增或已修訂的條文(新加內容已劃上底線， 移除內容已被劃掉)：

| 原有項目號碼 | 修訂或新增項目號碼 | 修訂內容  |
|--------|-----------|---|
| N/A    | 不變        | 本條款及細則(i)載明貴客戶與本行就閣下使用電子月結單服務各自的權利及責任(“ <u>本條款及細則</u> ”)；及(ii)附加於並須與建行（亞洲）信用卡會員合約、建行（亞洲）銀聯雙幣信用卡會員合約（如適用）及其付帶之服務收費一覽表（統稱為“ <u>信用卡會員合約</u> ”）一併閱讀；及(iii) 附加於並須與網上銀行服務的條款及條件一併閱讀。<br><br>於使用電子月結單前，請仔細閱讀及確保閣下完全明白下述之電子月結單 <u>本條款及細則</u> 。閣下一經使用電子月結單，即表示已接納本條款及細則。 |
| 1      | 不變        | ...「指定電郵地址」指閣下指明之電郵戶口用以接收使用電子月結單或其他本行透過互聯網服務提供之服務 <u>或本行透過銀行手機應用程式提供的卡類服務</u> 。   |

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|     |    | <p><u>「銀行流動應用程式」指銀行不時指定的流動應用程式軟件。</u></p> <p><u>「銀行網站」指 www.asia.ccb.com 或由銀行不時主辦之其他網站。</u></p> <p>「電子月結單」指就信用卡賬戶而發給信用卡會員出的電子月結單或其他賬單。</p> <p><u>「網上銀行」指中國建設銀行（亞洲）之網上銀行。此為「互聯網服務」的新增並成為一體的服務。銀行透過銀行網站及/或銀行流動應用程式向客戶提供的服務，客戶可使用進入網上銀行服務所需之電腦設備、流動裝置、其他設備或裝置及所有連接或裝載其內之硬件、軟件、應用程式及數據裝置向銀行取得資料或數據及/或發出指示，包括但不限於透過銀行進行交易。網上銀行為本行透過銀行網站及/或銀行手機應用程式提供的新增並成為一體的服務。</u></p> |
| 2.2 | 不變 | 若要使用電子月結單服務，閣下必須(i)是信用卡戶口的持有人；及(ii)以本行不時規定或接受的其他方式，在本行登記使用電子月結單服務，及採取本行通知閣下的一切必要的步驟以完成登記手續。   |
| 3.1 | 不變 | ...因此閣下同意採取一切合理可行的措施確保閣下我的系統或流動裝置作業系統具有充分的保安功能，並且採用和維持本行就閣下使用、接入及/或運作電子月結單服務不時規定保安程序。   |
| 3.3 | 不變 | 閣下如連線至電子月結單服務或接入電子月結單服務，不得擅自離開我的系統或流動裝置作業系統使之無人看管。  |
| 3.4 | 不變 | ...閣下同意並承諾就閣下使用本服務而招致的任何損失、損害或開支，包括但不限於對閣下的資料、軟件、電腦、電訊設備或其他設備造成的任何損失或損害，閣下不會要求本行負責或承擔任何責任，除非此等損失、損害或開支乃完全並直接由本行的嚴重疏忽或蓄意違責所造成。   |
| 3.6 | 不變 | 建議閣下保存本行網上理財為閣下提供的任何電子月結單在我的系統或電腦內或打印以供將來參考。  |
| 4.1 | 不變 | 在任何情況下閣下因提供電子月結單及/或網上銀行及/或互   |

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|     |    | 聯網服務服務及/或本行透過銀行手機應用程式提供的卡類服務導致的任何損失或損害(包括但不限於間接的、後果性的或特別的損失或損害)，本行無須承擔責任。   |
| 4.3 | 不變 | ...(i)閣下不當地使用電子月結單服務；及(ii)由於接入及/或使用電子月結單服務對本行之我的系統或流動裝置作業系統(或其他電腦硬件、裝置、設施或軟件)造成損害)。   |
| 5.1 | 不變 | 閣下可以本行不時接受或規定的其他方式隨時終止電子月結單服務。  |
| N/A | 7  | <b>新增以下第 7 條：</b><br><b>修訂</b><br>本行可於任何時間及不時修訂本條款及條件及 / 或加入附加條款及條件。本行給予閣下合理通知後，本條款及條件的任何修改及增補隨即生效，該等通知可在銀行網站上張貼或以本行認為適當的該等其他實物或電子方式發出，若閣下在修訂或增補條款及條件生效日或之後繼續持有或使用電子月結單服務，該通知即對閣下構成約束力。 |

客戶可聯絡分行職員索取上述條款和條件之完整修訂本。客戶除可經分行查詢詳情，亦可致電客戶服務熱線 317 95533 了解。

**本行會於2017年3月中旬通知客戶上述更改條款和條件的生效日。**若客戶於生效日或之後繼續使用電子月結單服務，上述更改將對客戶具有約束力。倘客戶不接受上述修訂，客戶有權於生效日前根據條款和條件中列明的有關條款終止電子月結單服務，請致電客戶服務熱線通知本行以作安排。

本通知之中英文文本如有歧異，概以英文本為準。

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## Important Notice to Customers



### Notice of Amendments to TERMS AND CONDITIONS FOR E-STATEMENT SERVICE ("ESTATEMENT SERVICE") FOR CREDIT CARD(S) ISSUED BY CCB(ASIA) CORPORATION LIMITED ("THE BANK")

Please be informed that TERMS AND CONDITIONS FOR E-STATEMENT SERVICE ("ESTATEMENT SERVICE") FOR CREDIT CARD(S) ISSUED BY CCB(ASIA) CORPORATION LIMITED ("THE BANK") (the "Terms and Conditions") will be amended in April, 2017 as set out below:

#### A. Summary of the key changes to the Terms and Conditions

The Terms and Conditions are amended:

- to make the Terms and Conditions applicable to the eStatement Service provided by the Bank via mobile application software as may be designated by the Bank from time to time;
- to the effect that any revision or addition to provisions in the Terms and Conditions shall become effective subject to the Bank giving reasonable notice to customers which may be given by posting it on the Bank's website or by such other physical or electronic means as the Bank thinks fit, and shall be binding on customers if customers continue to use the eStatement Service on or after the effective date of the revised Terms and Conditions.
- to enhance clarity of the meaning of the provisions.

Please refer to Part B for full details of the newly added provisions and amendments.

#### B. New provisions and amendments to the Terms and Conditions (additions are underlined and deletions are crossed out):

| Original Clause number | Amended or New clause number | Amendment(s)   |
|------------------------|------------------------------|--|
| N/A                    | No Change                    | These terms and conditions (i) set out the rights and obligations of you, the Customer, and us, the Bank, in connection with your use of the eStatement Service ( <u>"Terms and Conditions"</u> ); and (ii) are in addition and shall be read in conjunction with the CCB (Asia) Credit Card Cardmember Agreement, CCB (Asia) UnionPay |

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|   |           | <p>Dual Currency Credit Card Cardmember Agreement, where applicable and the respective Fee Schedule (collectively as "Cardmember Agreement") ; and (iii) are in addition and shall be read in conjunction with the Terms and Conditions for Online Banking Services.</p> <p>Please read carefully and make sure that you understand <del>the</del> <u>these</u> Terms and Conditions <del>set out below</del> before using the eStatement Service. Your use of the eStatement Service will constitute acceptance of <del>the</del> <u>these</u> Terms and Conditions below.</p>  |
| 1 | No Change | <p>..."Designated Electronic Mail Account" means the electronic mail account as designated by Cardmember to <del>receive use</del> <u>use</u> the eStatement or other services provided by the Bank for the Web Service <u>or the Card related services available from the Mobile App.</u></p> <p><u>"Mobile App" means such mobile application software as may be designated by the Bank from time to time.</u></p> <p><u>"Website" means www.asia.ccb.com or such other website(s) as the Bank may from time to time host.</u></p> <p>"eStatement" means the Statement of Credit Card Account sent <del>to me</del> through <u>the</u> eStatement Service.</p> <p><u>"Online Banking" means <del>online banking of China Construction Bank (Asia); it is a service in addition to and a part of the Web Service.</del> the services rendered by CCB (Asia) via the Website and/or Mobile App which enable the Customer to obtain information or data from CCB (Asia) and/or give instructions to CCB (Asia) including but not limited to effecting transactions through CCB (Asia) by the use of the computer equipment, mobile devices, other equipment or devices, and all hardware, software, application and modem connected to or contained in it which is required to access the Online Banking. Online Banking is a service in addition to and a part of the Card related services available from CCB( Asia)'s Website and/or Mobile App.</u></p> |

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| 2.2 | No Change | In order to be eligible for using the eStatement Service, you must <del>be</del> (i) <del>be</del> the holder of Credit Card and (ii) <del>be</del> registered with us to use the eStatement Service by such <del>other</del> means as required or accepted by the Bank from time to time and taking all necessary steps that we may advise you to complete the registration process.   |
| 2.3 | No Change | Upon your registration of the eStatement Service and verification and acceptance by the Bank, (i) eStatements shall, be accessible by you for <del>view, print and download</del> <u>viewing, printing and downloading</u> through Online Banking; (ii) eAlert may be sent to the Designated Electronic Mail Account from time to time when the eStatement is available for access, viewing, printing and downloading; and (iii) the Bank will not send you printed Statement of Accounts.... |
| 2.4 | No Change | ...and (vi) the Bank reserves the right to update the eStatement (including but not limited to <u>the back of the</u> eStatement <del>back</del> ) without prior notice.  |
| 2.5 | No Change | ... If you are holding Visa/Master Credit Card, once registered for <u>the eStatement service Service</u> , all Visa/Master card(s) under your name will be registered for the service. <del>For the avoidance of doubt, if</del> <u>If</u> you are holding UnionPay Dual Currency Credit Card, once registered for eStatement <del>service</del> -Service, all UnionPay Dual Currency card(s) under your name will be registered for the service.  |
| 3.1 | No Change | ...You therefore agree to take all reasonably practicable measures to ensure that My System <u>or Mobile Device Operating System</u> is adequately secure; you shall also adopt and maintain the security procedures to enable your use, access and/or operation of the eStatement Service.   |
| 3.3 | No Change | You must not leave My System <u>or Mobile Device Operating System</u> unattended while you are online or accessing to the eStatement Service and/or Online Banking.   |
| 3.4 | No Change | ...You agree and undertake not to hold the Bank liable or in any way responsible for any loss, damages or expenses that you shall incur, including, without limitation, any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of  |

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|     |           | the eStatement Service unless they are caused solely and directly by <del>the gross</del> negligence or willful default of the Bank.  |
| 3.6 | No Change | You are advised to save a copy of any eStatement that is made available on <del>CCB (Asia) Online Banking</del> from time to time in <del>My System or your computer device</del> or print a hard copy for future reference.  |
| 4.1 | No Change | The Bank shall not be liable for any loss and damage to you as a result of making available to you the eStatement Service and/or the Online Banking and/or the Web Service <u>and/or or the Card related services available from the Mobile App.</u> (including without limitation any indirect, consequential or special loss or damage) in any event and under any circumstances. |
| 4.2 | No Change | You shall compensate and indemnify us for all losses, damages, costs or expenses (including legal and other professional advisors' fees) incurred by us in connection with your breach and/or our enforcement against you of these <del>terms and conditions</del> <u>Terms and Conditions</u> .  |
| 4.3 | No Change | ...(i) your improper use of the eStatement Service; and (ii) any damage to My System <u>or Mobile Device Operating System</u> (or other computer hardware, devices, facilities or software) as a result of accessing and/or using the eStatement Service.   |
| 5.1 | No Change | You may terminate the eStatement Service at any time by such <del>other</del> means as accepted or required by the Bank from time to time.  |
| 6.1 | No Change | ...Accordingly, there may be time lag between the date of issuance of an eStatement and the date on which the same is made available at <u>on</u> the Online Banking.   |
| 6.2 | No Change | ...(ii) that the eStatement Service or your use <del>thereof</del> <u>of the eStatement Service</u> <del>thereof</del> will be uninterrupted, error-free, virus-free, or reliable. You shall take your own risk in using the eStatement Service.  |
| N/A | 7         | <b>Add the following new clause 7:</b><br><u>Amendments</u><br><u>The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision or addition to these Terms and</u>  |

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|  | <p><u>Conditions shall become effective subject to the Bank giving reasonable notice to you which may be given by posting it on the Website or by such other physical or electronic means as the Bank thinks fit, and shall be binding on you if you continue to maintain or use the eStatement Service on or after the effective date of the revision or addition.</u></p> |
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Customers may contact our branch staff for a copy of the full version of the revised Terms and Conditions. For enquiries, please contact any of our branch staff or call Customer Service Hotline at 317 95533.

**We will notify customers of the effective date of the revised Terms and Conditions in mid-March, 2017.** The above amendments shall be binding on customers if they continue to use our eStatement Service on or after the effective date. If customers decline to accept the above amendments, they have the right to terminate their eStatement Service in accordance with the existing Terms and Conditions before the effective date. Should customers wish to terminate their eStatement Service, please notify us through the Customer Service Hotline.

The English version of this notice shall prevail if there is any discrepancy between the English and Chinese versions.