

CCB (ASIA) CREDIT CARD CARDMEMBER AGREEMENT

Effective Date : August 1, 2019

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET OUT BELOW. IF ANY TIME YOU DO NOT ACCEPT ANY OF THEM, PLEASE CUT THE CARD IN HALF AND NOTIFY CCB (ASIA), THE CARDMEMBER AGREEMENT ("AGREEMENT") COMPRIZES THE TERMS AND CONDITIONS SET OUT BELOW AND IS SOLELY YOUR USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING THE CARD ACCOUNT) WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IF YOUR CREDIT CARD IS A CCB (ASIA) OCTOPUS UNIONPAY DUAL CURRENCY CREDIT CARD, THE CARDMEMBER AGREEMENT SHALL ALSO COMPRISE THE TERMS AND CONDITIONS OF OCTOPUS CARD FUNCTION ON CCB (ASIA) OCTOPUS UNIONPAY DUAL CURRENCY CREDIT CARD.

1. DEFINITIONS

In this Agreement, the following words have the corresponding meanings:

"CCB (Asia)" means China Construction Bank (Asia) Corporation Limited.

"Card" means any credit card (including any replacement and subsequently renewed credit card) issued by CCB (Asia) from time to time, whether it be VISA, Mastercard or UnionPay. Where the context permits or requires, a Card includes a supplementary card. For UnionPay Dual Currency Credit Card, the Card shall comprise a HKD Card Account and a RMB Card Account.

"Cardmember" means the person to whom the Card is issued and, where the context permits or requires, includes the Supplementary Cardmember(s).

"Card Account" means the account with CCB (Asia) in respect of the Card. For UnionPay Dual Currency Credit Card, Card Account means either the HKD Card Account or the RMB Card Account or both in respect of the Card.

"Electronic Service" means the Card related services available from CCB (Asia)'s electronic channels, including CCB (Asia)'s website and mobile application software.

"Fee Schedule" means the CCB (Asia) Credit Card Fee Schedule 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 95533 for VISA and Mastercard Credit Card or 317 95566 for UnionPay Dual Currency Credit Card or at CCB (Asia)'s website at www.asia.ccb.com.

"Fees and Charges" means the fees and charges set out in the Fee Schedule.

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

"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.

"I", "me", "my" and "myself" means the Cardmember.

"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).

"OCL" means Octopus Cards Limited.

"Octopus card" means a stored value card or product issued by OCL.

"Password" means the identification made available to or selected by me and used (together with the Username) to access the Electronic Service provided by the CCB (Asia).

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

"PIN" means all personal identification number(s) selected by me for the purpose of identifying me 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 or other statement arising from the Card Account sent to me setting out, among other things, the charges and other financial liabilities owed as at that date by me.

"Supplementary Cardmember" means any person nominated by the Cardmember and to whom a supplementary card is issued.

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

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

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

2. APPLICATION OF THIS AGREEMENT

2.1 I understand, acknowledge and consent that all facilities made available to me in respect of the Card or the Card Account are subject to the terms and conditions of this Agreement from time to time in force and any other applicable terms and conditions. I shall become subject to such terms and conditions (if not already so subject) by signing, activating or using the Card or permitting its use.

2.2 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of any Cardmember.

3. USE OF THE CARD

3.1 The Card - I shall sign and activate the Card upon its receipt and keep the Card in a safe place. I shall be liable for all losses as a result of any failure or delay in so doing. The Card remains the property of CCB (Asia) at all times and shall be returned to CCB (Asia) upon request.

3.2 PIN - I shall handle with due care any PIN or Password for use with the Card and keep such PIN or Password (if applicable) confidential. In particular, I agree:

- to destroy the original printed copy of any PIN or Password;
- not to allow anyone else to use the Card, any PIN or Password;
- not to write down any PIN or Password on the Card or on anything usually kept with or near the Card;
- not to write down or record any PIN or Password without disguising it;
- that, whenever I choose my PIN or Password, I will not disclose such number that is likely to be guessed by a third party for example, my date of birth or the date of birth of a Supplementary Cardmember or relative or any part of any of my telephone numbers; and
- not to use the PIN or Password for accessing other services (for example, connection to the Internet or other websites).

I shall be liable for all losses resulting from any failure to choose a PIN or Password, or handle the Card, a PIN or Password, with due care. I agree to accept full

responsibility for all consequences, losses and/or liabilities arising or incurred as a result of the PIN or Password being known to another person for whatever reason (other than negligence of CCB (Asia) and shall include CCB (Asia) for any loss or damage reasonably incurred by it.

3.3 **Validity, Expiry and Renewal** - The Card shall expire on the last day of the month indicated thereon (unless terminated earlier). I must return the Card to CCB (Asia) upon request. The renewal of the Card shall be at CCB (Asia)'s discretion. The Card is not renewed if there are any outstanding balances of my Card Account(s) become due and payable immediately. Any renewal of the Card is subject to my right to cancel the Card by giving CCB (Asia) written notice within thirty (30) days from the date of renewal.

3.4 **Acceptance of Cards by Merchants** - CCB (Asia) is not liable or responsible if (i) my Card is not accepted or honored by any merchant for any reason whatsoever, and/or (ii) CCB (Asia) refuses to grant credit authorization for any purchase notwithstanding the availability of credit in my favour under my Card Account. Further, I will not hold CCB (Asia) liable or responsible in respect of any product or service purchased through the Card or any benefits given to me or other persons. In case I wish to cancel any direct debit transaction(s) or authorization(s) effected in respect of the use of the Card with any merchant, I shall arrange cancellation with the relevant merchant. The existence of any claim or dispute between any merchant and myself shall not relieve my obligation to settle any sum outstanding with CCB (Asia). Subject to Clause 9 below, my failure to sign any credit card sales draft or cash advance voucher will not relieve my liability to CCB (Asia) in respect of the relevant transactions effected by use of the Card.

3.5 Credit Limit

(i) **Combined credit limit for VISA, Mastercard and UnionPay Dual Currency Credit Card** - I will be given a combined credit limit expressed in HKD (inclusive of a cash advance limit) which will be the maximum allowable outstanding balance in respect of all my VISA, Mastercard and UnionPay Dual Currency Card Account(s) at any time. Within such combined credit limit, CCB (Asia) may further, if applicable, determine a pre-set credit limit in respect of a Card Account.

(ii) **Right to Vary** - CCB (Asia) may vary the combined credit limit, pre-set credit limit and/or cash advance limit for VISA, Mastercard and UnionPay Dual Currency Credit Card, (collectively the "Limits") at its discretion from time to time. For details of the maximum allowable outstanding balance and/or the limits, I may contact CCB (Asia). My Limits will be shared between me and all of my Supplementary Cardmember(s) (if applicable). I shall strictly observe such Limits. CCB (Asia) reserves the right to decrease the Limits from time to time, without prior notice to or consent from me. CCB (Asia) may in its sole discretion permit transaction to be effected in excess of the Limits and I shall be liable for such transaction and related fees and charges (including an Overlimit Fee) in accordance with the terms of this Agreement. I understand that I 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, I agree that CCB (Asia) shall still reserve the right to permit a transaction to be effected in excess of the Limits under such circumstances as CCB (Asia) may prescribe.

3.6 Use of Card

(i) The Card is issued for my personal use and is not

transferable. I shall open and maintain the Card Account to the satisfaction of CCB (Asia). I understand and agree that certain transactions (in particular, when physical presentation of the Card is required) will be effected and charged to my Card Account(s) even if the Card is not activated. I shall still be liable for all transactions effected by use of the Card, irrespective of whether the Card is activated or not. The use of the Card is subject to: (i) the combined credit limit or the pre-set credit limit for VISA, Mastercard and UnionPay Dual Currency Credit Card, in connection with the payment for any purchase of goods and/or services, payment for which may be charged to the Card Accounts; and (ii) the cash advance limit set by CCB (Asia) in connection with cash advances and/or credit facilities subject to any pre-arrangement required by CCB (Asia). CCB (Asia) is entitled to determine the channel through which I can obtain cash advance by using the Card. I understand and acknowledge that prior activation (in the manner as from time to time indicated) shall be made before overseas cash advance and overseas Automatic Teller Machine (ATM) functions are available. No other person is permitted to use my Card for charges, for identification or for any other purpose. If I allow someone else to use my Card or relinquish physical possession of my Card, I shall be liable to CCB (Asia) for payment for all charges incurred with my Card. The Card shall not be used for payment or settlement of any unlawful transactions under any applicable law. 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. I may use the Card in Hong Kong, Mainland China and such other places from time to time as determined by CCB (Asia) for purchase of product or service at merchants or financial institutions which are using or connected to VISA, Mastercard, UnionPay and/or JETCO systems and/or for cash advances effected at ATM(s) bearing the logo of the time to time adopted by VISA, Mastercard, UnionPay and/or JETCO and such other card facilities or services as CCB (Asia) may from time to time provide or arrange.

(ii) **(Applicable to UnionPay Dual Currency Credit Card)** I acknowledge and agree that if the Card issued to me is the CCB (Asia) Octopus UnionPay Dual Currency Credit Card, it will be equipped with the Octopus card function by OCL, any use of the Octopus card function on such Card shall be subject to the terms and conditions of the Octopus Card function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card from time to time in force and I agree to be bound by them upon such use.

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

Credit Balance Refund Handling Fee - Withdrawal of any credit balance of my Card Accounts 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 designated payment affiliate of CCB (Asia).

Credit Reference Letter Handling Fee - Issuance of a credit reference letter will be subject to a handling fee.

Credit Card Paper Statement Fee - A service fee will be charged per quarter if I choose to receive the paper statement.

Fee relating to Foreign Currency Transactions (Applicable to VISA and Mastercard Credit Card) - A fee will be charged for every transaction effected in a currency other than HKD.

Fee relating to Settling Foreign Currency Transactions in Hong Kong Dollars - A fee will be charged by Visa, Mastercard or UnionPay (if applicable) on a foreign currency transaction which has been simultaneously converted into HKD by an overseas merchant or a merchant registered outside Hong Kong at the point of sale.

Finance Charge - In respect of cash advance, the applicable finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if you 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 to the retail purchase (at the interest rate shown on the Fee Schedule) based on:

- the unpaid balance (shown in the previous Statement of Account) from the Statement Date immediately preceding the date of advance (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).

The applicable finance charges in respect of cash advances and retail purchases are specified in the Fee Schedule.

Foreign Currency Check Processing Fee - Foreign currency checks (other than the specified currency of the relevant Card Account(s) which CCB (Asia) may at its discretion accept will be processed subject to a handling fee. For the avoidance of doubt, RMB check will not be accepted.

Late Payment Fee - If I 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 any of my Card Account(s), a late charge or late charges