

CCB (Asia) Octopus UnionPay Dual Currency Credit Card Application Form

Please return this application form with documents when completed and signed to China Construction Bank (Asia) Corporation Limited (G.P.O. Box 165 Central, Hong Kong, or fax it to 3111 6117) on or before December 31, 2019.

To borrow or not to borrow? Borrow only if you can repay!

For Office Use Only

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ion is referred by an intermediary or a third party who charged or will charge you ated fees, please tick this box \Box

do not check this box, your application shall be deemed not referred by an intermediary or a third I / will charge you fees. (ii) China Construction Bank (Asia) Corporation Limited ("CCB (Asia)") will not application referred by an intermediary. This is because CCB (Asia) has already ceased the use of the purpose of sourcing retail consumer financial products or services, such as personal loans, tax ards. CCB (Asia) will not proceed with an application referred by a third party that charged or will b-related fees on the credit card applicant in order to protect the interests of customers.

eStatement h to subscribe eStatement service u do not tick the box, you will be deemed to receive all credit card statement(s) by electronic erstand that you will not receive any statement by mail. (ii) Credit card paper statement fee is mer per quarter.

Other Instruction	ons	
Please select mailing address: ATM screen instruction and direct mailing language:	□ Residential ℍ □ Chinese C	□ Office O □ English E

on of mailing address / language preference, your residential address / Chinese language will be assigned by default

Overlimit Facility

n to have the overlimit facility choice will replace your prev choice will replace your prevailing one for combined credit limit overlimit facility (if you do not tick the box, CCB (Asia) may at its sole discretion permit credit card o be effected in excess of the relevant credit limit, and you shall be liable for such at the overlimit fee of HKD180.

we refused to accept the overlimit facility, your card account may still exceed the e to the posting of transactions that do not require authorization (e.g. Octopus d Value Service, purchase of movie tickets) and you shall be liable for such id the overlimit fee.

Octopus Automatic Add-Value Service (AAVS)

ount for every auto-reload transaction is

HKD250 /
HKD500

ant does not select any or selected more than one option, CCB(Asia) will default each automatic tt as HKD250.

Relationship with our Bank

(within the past 12 months) a director/a substantial shareholder/chief executive/employee of China Construction Bank Group ("CCB Group") or relative" of or trustee for any such stantial shareholder/chief executive/employee? or (2) Are/will you become in any way (i) a director of CCB Group or of any of its subsidiaries and/or associated companies; or ntrolling 10% or more of the shares of CCB Group or of any of its subsidiaries and/or panies or any director of such entity; or (iii) an indirect controller of CCB Group or of any of ind/or associated companies or any director of such indirect controller? fined in Section 79(1) of the Banking Ordinance (Cap. 155 of the laws of Hong Kongl. state the name in both Chinese and English of the relevant person or company/entity)

Relationship with that related person or company/entity
No. I confirm that, as at the date of this application, I am not related to CCB Group or CCB (Asia)

n paragraphs (1) and (2) above. If I am so related after the date of this application, I shall Asia) in writing at once

Personal Data in Direct Marketing

- h CCB (Asia) to use my personal data in direct marketing (except in relation to credit
- sh CCB (Asia) to use my personal data in direct marketing related to credit card understand that I will not be able to receive credit card related promotional information (B (Asia), such as exclusive priority bookings for concerts, merchant promotions and ing promotion activities.

Asia) may use your personal data in direct marketing, but CCB (Asia) may not use your Asia) may use your personal data in direct marketing, but CCB (Asia) may not use your inless we have received your consent. Please refer to the China Construction Bank (Asia) nited - Notice to Customers relating to the Personal Data (Privacy) Ordinance for the kind of nat may be used for direct marketing, and the classes of products, services and/or subjects irketed. Please tick the box(es) provided above to indicate your objection. This choice will evailing one (if any) in the CCB (Asia) record, please note that it will take some time for the order the relevant record.

Declaration and Signature

to credit card applicant)

application form, I confirm that: (1) I have read, understood, and agree to bound by: (i) the dit Card Cardmember Agreement (Key Provisions are printed on the back); (ii) the CCB ard Fee Schedule; (iii) the China Construction Bank (Asia) Corporation Limited "Notice to ting to the Personal Data (Privacy) Ordinance"; (iv) the remarks, declaration, and terms and is application form; (v) Terms and conditions for e-statement service (if applicable); (vi) the ns and conditions (if applicable); (2) no loan/credit card under my name has been cancelled in payment and: (i) I currently have no overdue payment(s) exceeding 30 days in respect of otedness; and (ii) no bankruptcy order has ever been made against me and I am not lanning to petition for bankruptcy; and (3) all information provided in this application is nplete, and I authorize you to confirm or verify this information and my credit record in any e. (4) I understand the salary scheme of the CCB (Asia)'s sales staff / or authorized sales basic salary and incentive) is based on staff's performance in financial and non-financial only the sales target achieved

X Signature of card app	plicant		Date		
For Office Use Only	DV	DE		QC	PV

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Combined Credit Limit (important notes)

The credit limit of CCB (Asia) Credit Card is a combined credit limit, which will be shared among all personal VISA, Mastercard and/or UnionPay Credit Card account(s) of each cardmember. If you are an existing CCB (Asia) Credit Card cardmember and have submitted recent income proof, CCB (Asia) will review and may increase your combined credit limit.

Key Provisions of the CCB (Asia) Credit Card Cardmember Agreement and other application declaration

- 1. CCB (Asia) may at its sole discretion decide whether to approve this application or not and reject this application without giving reasons. If this application is approved and you currently hold any accounts or products with CCB (Asia), the information and instructions you provided for this credit card application shall replace the CCB (Asia) record in respect of all your accounts and products (mailing address & mobile phone no. shall only replace record in respect of all your credit cards), except for the choice regarding the use of personal data in direct marketing which shall replace the CCB (Asia) record regardless of whether this application is approved or not.
- Key provisions of the CCB (Asia) Credit Card Cardmember Agreement ("Cardmember Agreement") include:
 - a. The finance charge for retail purchases is 2.5% per month (34.49% per annum) and for cash advances is 2.5% per month (36.33% per annum). For details, please refer to the Cardmember Agreement and Fee Schedule.
 - b. Card and PIN security I must:
 - sign the Card immediately upon receipt;
 - keep the Card safe;
 - keep confidential any personal identification number(s) or password(s) of use with the Card; and
 - be liable for all losses reasonably sustained or incurred by you as a result of my failure or delay in doing the above.
 - I shall be liable for all losses you suffer if I have acted fraudulently or with gross negligence.
 - d. I shall be liable for all unauthorized transactions made through the Card, except that if I have acted in good faith, exercised reasonable care and diligence and reported the loss / theft of the Card to you and to local police, my maximum liability for the said unauthorized transactions made before my report to you (not including cash transactions) shall not exceed HKD500.
 - My Card account statement is conclusive, unless I report in writing any unauthorized transaction within 60 days.
 - I shall pay all costs and expenses reasonably incurred in recovering any debt owed by me to the Bank.
 - g. You may demand immediate repayment of the outstanding Card account balance at any time.
 - h. Principal and supplementary card debts The principal cardmember is liable for both (i) his / her own debts and (ii) debts of each / all supplementary cardmember(s), as shown on the Card accounts. Each supplementary cardmember is only liable for his / her own debts, shown on the supplementary Card accounts.
 - If I do not accept a future change proposed to the Cardmember Agreement, I may terminate my Card (by cutting it in half and returning it to the Bank by post).
 Continued Card maintenance / use will signify my acceptance of such changes.
 - j. (Applicable to UnionPay Dual Currency Credit Card) If the Card issued to me is CCB (Asia) Octopus UnionPay Dual Currency Credit Card equipped with the Octopus card function, any use of the Octopus card function on such Card shall be subject to the Terms and Conditions for use of Octopus card function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card, in addition to the Cardmember Agreement. CCB (Asia) Octopus UnionPay Dual Currency Credit Card is linked to the Octopus Automatic Add Value Service ("AAVS") and such linkage cannot be cancelled unless the AAVS is terminated together with CCB (Asia) Octopus UnionPay Dual Currency Credit Card. Any use of the AAVS shall be subject to the Octopus Automatic Add Value Agreement.
 - k. (Applicable to UnionPay Dual Currency Credit Card) I agree that:
 - all transactions (including cash advances) made in Hong Kong or overseas, excluding Mainland China (irrespective of the currency of such transactions) shall be posted to my HKD Card Account.
 - subject to sub-clause (c) below, all transactions (including cash advances) made in Mainland China (irrespective of the currency of such transactions) shall be posted to my RMB Card Account.
 - iii. certain transactions (including cash advances) made in RMB may be posted to my HKD Card Account due to the settlement arrangement.
 - iv. all transactions (including cash advances) which are effected by use of the Card in currency other than HKD and RMB made outside Mainland China shall be converted to HKD using the applicable UnionPay exchange rate on the date of conversion and posted to my HKD Card Account. I agree to accept the exchange rates without dispute.
 - v. all Fees and Charges in respect of my HKD Card Account shall be posted to my HKD Card Account.
 - vi. all Fees and Charges in respect of my RMB Card Account shall be posted to my either HKD or RMB Card Account as set out in the Fee Schedule.
 - I. (Applicable to UnionPay Dual Currency Credit Card) I shall always specify clearly in respect of which Card Account(s) my payment(s) are made for settlement. In particular, all my HKD Card Account payments must be settled in HKD and my RMB Card Account payments must be settled in RMB. If payment made in HKD is for settlement of my RMB Card Account, I shall specify the payment as such in the manner as CCB (Asia) may determine from time to time.

Important Notes relating to Octopus card function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card

- 1. You have read, understand and agree to be bound by the Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement issued by Octopus Cards Limited ("OCL") (collectively known as the "Agreements") as amended by OCL from time to time in the use of the Octopus Automatic Add Value Service ("AAVS"). You have in particular read, understand and agree with the Personal Information Collection Statement contained in Clauses 33 to 40 of the Octopus Automatic Add Value Agreement. The Agreements, which are available upon request and from OCL website at www.octopus.com.hk, will also be accompanied with the CCB (Asia) Octopus UnionPay Dual Currency Credit Card ("Card") to be issued to you.
- Your personal data provided for this application (including my name, gender, date of birth, HKID Card no. / passport no. and contact information) will be submitted to OCL for the purpose of setting up and operation of the AAVS on the Card.
- In case of any Card loss or theft, you shall be liable for any loss arising from any unauthorized use of the Octopus card function on the Card during the first (3) hours after actual receipt of the loss or theft report by China Construction Bank (Asia) Corporation Limited ("CCB (Asia)", "Bank").
- You authorize CCB (Asia) to pay OCL in accordance with such instructions as CCB (Asia) may receive from OCL from time to time regardless of whether the Card is activated or not.
- 5. If you hold an Octopus at the time of this application, your existing Octopus will not be linked to the Card upon approval of this application, nor will the remaining balance, relevant services and benefits on your existing Octopus be transferred to the Card pursuant to this application. You shall contact OCL directly for any enquiries relating to such existing Octopus.

Remarks of eStatement

- If you have not registered for the CCB (Asia) Online Banking Service, please register for Online Banking Service through the Bank's website once you have received your new card.
- CCB (Asia) will inform the principal cardmember by email when eStatement is ready to be accessed through Online Banking. Please provide your personal email address in the "Personal Data" section of this application form in order to receive eAlert.

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 ("Terms and Conditions"); and (ii) are in addition and shall be read in conjunction with the CCB (Asia) 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.

Please read carefully and make sure that you understand these Terms and Conditions before using the eStatement Service. Your use of the eStatement Service will constitute acceptance

of these Terms and Conditions below.

Unless otherwise defined herein, terms used in these Terms and Conditions for eStatement

Service shall have the same meaning as used in the Cardmember Agreement. "Designated

Electronic Mail Account" means the electronic mail account as designated by Cardmember

to use the eStatement or other services provided by the Bank for the Web Service or the Card related services available from the Mobile App. "Mobile App" means such mobile application software as may be designated by the Bank from time to time. "Website" means www.asia.ccb.com or such other website(s) as the Bank may from time to time host.

"eStatement" means the Statement of Credit Card Account sent through the eStatement

Service. "Online Banking" means 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. Use of the eStatement Service 2.1 Cardmembers who have subscribed to Online Banking eStatement hereby authorize and instruct the Bank to make available or issue to you through Online Banking eStatement(s) from time to time relating to your Card account(s) in electronic form for your access or use or information. 2.2 In order to be eligible for using the eStatement Service, you must be (i) the

holder of Credit Card and (ii) registered with us to use the eStatement Service by such 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 Upon your registration of the eStatement Service and verification and acceptance by the Bank, (i) eStatements shall be accessible by you for viewing, printing and downloading 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. For the avoidance of doubt, the Bank shall have

the sole and absolute discretion to issue printed Statement of Accounts whenever it considers appropriate. 2.4 You hereby acknowledge and agree that (i) the Bank will maintain the eStatements on the Online Banking for your access or use for such period as the Bank may consider appropriate from time to time; (ii) you shall promptly examine the eStatements and if necessary, keep printout/copies of the eStatements for your own records and the Bank shall not be in any way liable or responsible for any loss or expenses arising out of or in connection with the loss of the eStatements or the unavailability of your access to the eStatements; and (iii) the Bank will not assume any liability or responsibility for any delay of notification or non-notification, or inability on your part to receive such notification by way of eAlert (whether or not due to your failure to provide valid Designated Electronic Mail Account); (iv) notwithstanding any provision under the Cardmember Agreement, the Bank shall not issue Statement of Accounts, in whatever form, upon the cancellation or termination of the Card Account(s); and (v) you must notify the Bank immediately (via such means and in such form and manner as shall be acceptable to the Bank) if you fail to receive or there is any delay in or other irregularities or problems relating to the receipt of the notification or in connection with the eStatements; and (vi) the Bank reserves the right to update the eStatement (including but not limited to the back of the eStatement) without prior notice. 2.5 You agree that the

If you are holding UnionPay Dual Currency Credit Card, once registered for eStatement Service, all UnionPay Dual Currency card(s) under your name will be registered for the service. Customer's Responsibilities for Security 3.1 You acknowledge that eAlert sent by us are not encrypted; and the use of and transmission of information via eAlert and/or the Internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, viruses, delay, interception, modification or amendment by unauthorised persons. You therefore agree to take all

eStatement Service will be made available to your other Card account(s) that you may have with us in the future. If you are holding Visa/Master Credit Card, once registered for the

eStatement Service, all Visa/Master card(s) under your name will be registered for the service.

any electronic mail. All website hyperlinks authorized by us will be for information only and will not require the inputting of your account or personal information. 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 the eStatement Service unless they are caused solely and directly by negligence or willful default of the Bank. 3.5 You shall inform the Bank as soon as practicable upon any change in the Designated Electronic Mail Account. 3.6 You are advised to save a copy of any eStatement that is made available on Online Banking from time to time or print a hard copy

for future reference. 3.7 You agree to bear any fees, charges or expenses which may be

imposed by any telecommunications company (whether or not designated by us) providing

or servicing your telecommunications equipment in connection with the eStatement Service.

You confirm that you have assessed and analyzed and so you understand, acknowledge and accept the possible risks involved in using the eStatement Service, including, without

limitation, the eStatements being intercepted, monitored, amended, tempered with or being

sent or disclosed to other parties without your authorization. You agree that the Bank will not

be liable for any disclosure of confidential information not herein authorized or such other

security guidelines or recommendation that the Bank may issue from time to time. You further

agree that the Bank may vary or terminate the eStatement Service at any time and in such

manner as the Bank may prescribe from time to time. 4. Liability under these Terms and Conditions

4.1 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

any indirect, consequential or special loss or damage) in any event and under any

and/or or the Card related services available from the Mobile App (including without limitation

circumstances. 4.2 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 Terms and Conditions. 4.3 You

Termination of eStatement Service

will indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or misconduct on the part of us) that may arise and/or incurred and/or to be incurred by us in providing the eStatement Service to you, whether or not arising from or in connection with and including but not limited to (i) your improper use of the eStatement Service; and (ii) any damage to My System or Mobile Device Operating System (or other computer hardware, devices, facilities or software) as a result of accessing and/or using the eStatement Service.

5.1 You may terminate the eStatement Service at any time by such means as accepted or required by the Bank from time to time. 5.2 Any termination of the eStatement Service is

without prejudice to and shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of termination. 5.3 All indemnities, restrictions and obligations on your part contained in these Terms and Conditions shall survive termination of the eStatement Service.

Miscellaneous

6.1 Although the Bank will use reasonable endeavours to ensure that the eStatements will be made available on the Online Banking in a timely fashion, you hereby acknowledge and accept there may be a time lag in transmission of data online. You also hereby acknowledge

and accept that the Online Banking is also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed

transmission due to online traffic or incorrect data transmission due to the public nature of the

Internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, there may be time lag between the date of issuance of an eStatement and the date on which the same is made available on the Online Banking, 6.2 The Bank shall not make any representation or warranty (i) as to the title, fitness for a particular purpose, merchantability, accuracy, completeness or standard of quality of the eStatement Service;

uninterrupted, error-free, virus-free, or reliable. You shall take your own risk in using the eStatement Service. 6.3 If there is any inconsistency between these Terms and Conditions and the Cardmember Agreement, unless otherwise specified, the Cardmember Agreement shall prevail. If there is any inconsistency between the English version and the Chinese version

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 Conditions shall become effective subject to the Bank giving reasonable notice to you

of these Terms and Conditions, the English version shall prevail.

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.

and (ii) that the eStatement Service or your use of the eStatement Service will be

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China Construction Bank (Asia)

reasonably practicable measures to ensure that My System or Mobile Device Operating System is adequately secure; you shall also adopt and maintain the security procedures to enable your use, access and/or operation of the eStatement Service, 3.2 You must not allow anyone else to use, access and/or operate the eStatement Service on your behalf. 3.3 You must not leave My System or Mobile Device Operating System unattended while you are online or accessing to the eStatement Service and/or Online Banking. 3.4 You should never provide your account or personal information on screen following a website hyperlink from

China Construction Bank (Asia) Corporation Limited (the "Bank")

Notice to Customers (the "Notice") relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.
- (d) The purposes for which data relating to a customer may be used (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong") are as follows:
 - processing of applications for banking and/or other financial services and facilities;
 - the daily operation of the services and credit facilities provided to customers;
 - conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iv) creating and maintaining the Bank's credit scoring models;
 - assisting other financial institutions to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of customers;
 - (vii) conducting customer surveys and/or designing financial services or related products for customers' use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (h) below);
 - (ix) determining amounts owed to or by customers;
 - (x) enforcing the Bank's rights, including without limitation, collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department induding those concerning automatic exchange of financial account information);
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

- (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xiv) updating, comparing and/or verifying any and all of customers' personal information that may be held by any affiliates, group companies or agents of the Bank;
- exchanging information with any financial institution, credit card acquirer and merchants accepting credit cards and entities with whom the Bank provide affinity/co-brand/private label credit/debit/charge card services; and
- (xvi) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (v) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations: and
 - (viii) (1) the Bank's group companies;
 - third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers (including but not limited to

mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) and/or (d)(viii) above; and

(7) any credit card acquirer of a merchant accepting the credit card.

Such information may be processed, kept or transferred to a place outside Hong Kong, including without limitation, to the People's Republic of China.

- (f) The Bank takes all reasonably practicable means to protect the data, such as, by restricting the access of data by authorized personnel only and incorporating security measures into equipment in which data is held. Encryption technology is employed for sensitive data transmission. If the Bank engages data processors to handle or process personal data on the Bank's behalf (whether within or outside Hong Kong), the Bank would adopt contractual or other means to prevent any unauthorized or accidental access, processing, erasure, loss or use of the transferred data by the data processors.
- (g) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
 - (i) full name;
 - capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(h) USE OF DATA IN DIRECT MARKETING

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- the following classes of services, products and subjects may be marketed:
 - financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;

- (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (1) the Bank's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (h)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank without charge.

- (i) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right:
 - to check whether the Bank holds data about him and of access to such data;
 - to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or

outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

- (j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (k) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (I) The Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data (except mortgage count) of customers held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities (including, without limitation, credit card accounts and/or credit limits) which review may involve the consideration by the Bank of any of the following matters:
 - (i) an increase in the credit amount or limit;
 - the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit): or
 - (iii) the putting in place or the implementation of a scheme of arrangement with customers.
- (m) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (n) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

The Data Protection Officer
China Construction Bank (Asia) Corporation Limited
CCB Centre
18 Wang Chiu Road
Kowloon Bay
Kowloon
Fax: 3718 2500

- (o) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (p) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- (q) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.

 $\stackrel{\sim}{=}$ Version Date: December 2016



TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES ("TERMS AND CONDITIONS")

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS BEFORE USING THE ONLINE BANKING SERVICES. BY REGISTERING TO USE THE ONLINE BANKING

SERVICES. YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. Please note that the applicable terms and conditions for accounts and related services in respect of the accounts and/or services concerned and/or applicable cardmember agreement (as the case may be) (hereinafter collectively referred to as the "General Terms those General Terms and Conditions are set out in these Terms and Conditions in full.

Definitions

and Conditions") from time to time issued by the Bank shall apply to the following as if "Bank" means China Construction Bank (Asia) Corporation Limited. Hong Kong but excluding Saturday afternoon.

1. 1.1 "Business Day" means a day on which the Bank is open for banking business in "Card" means any credit card issued by the Bank (including without limitation, VISA, MasterCard. China Unionpay or others, whether categorized as class/standard. gold, platinum or others, as the case may be).

"Computer System" means 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 Services. "Content(s)" means all messages, files, characters, text, files, data, software, images, photographs, illustrations and other materials whatsoever that appear, can be heard, read, downloaded or accessible through the Website, Mobile App and/or

the Online Banking Services. "Customer" means any customer of the Bank. "Designated Account" means each account in the name of the Customer maintained with the Bank in Hong Kong from time to time designated by the Customer for the purposes of using the Online Banking Services. "Funds Transfer Services" means the funds transfer services described in Clause

2(d) comprising part of the Online Banking Services. "Username" means the login ID number for the purpose of any Online Banking Transaction.

1.10 "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China. 1.11 "IP Rights" means copyright, trademark, logo and other intellectual property rights. whether registered or unregistered. 1.12 "Mobile App" means such mobile application software as may be designated by the

Bank from time to time. 1.13 "Online Banking Instruction" means an instruction given by the Customer to the Bank through any Online Banking Service. 1.14 "Online Banking Services" means the services rendered by the Bank via the

Website and/or Mobile App which enable the Customer to obtain information or data

from the Bank and/or give instructions to the Bank including but not limited to effecting transactions through the Bank by the use of the Computer System. 1.15 "Online Banking Transaction" means a transaction effected by the Bank in accordance with an Online Banking Instruction. 1.16 "Password" means a personal identification code issued by the Bank to the Customer or self-selected by the Customer for the purpose of utilizing any Online

Banking Service. 1.17 "Security Code" means a one-time password that is automatically generated and displayed on the Security Token or sent to the designated mobile number at the relevant time to be used for the purpose of utilizing certain Online Banking Services

specified by the Bank from time to time. 1.18 "Security Token" means the digital device provided by the Bank to the Customer at the Customer's request for the purpose of generating and displaying a Security

1.19 "Third Party Provider(s)" means the third party(ies) providing Third Party Website(s), contents, products and/or services. 1.20 "Third Party Website(s)" means web pages or websites outside or linked to the Website or the Mobile App (including but not limited to hyperlinks, search engines and advertisements).

1.21 "Transferred Amount" means the amount to be transferred under an Online Banking Instruction in respect of Funds Transfer Services. 1.22 "Website" means www.asia.ccb.com or such other website(s) as the Bank may from

time to time host.

2. Scope of Service, Limits on Amounts and Cut-off Time

(a) Online Banking Services are offered by the Bank to the Customer only if the

Accounts for the purposes of using the Online Banking Services. The Customer may from time to time add or remove any Designated Account in such manner as the Bank may reasonably prescribe which shall become effective upon acceptance by the Bank.

(c) Online Banking Services are only offered to Customers in Hong Kong and such other jurisdictions where the Online Banking Services may be lawfully offered. Any person using the Online Banking Services is responsible for observing any

prohibitions or restrictions applicable to him regarding use of the Online Banking

Customer maintains at least one Designated Account with the Bank in Hong Kong.

The Bank may require the Customer to designate one or more Designated

(d) As part of the Online Banking Services, the Bank may make available to the Customer the Funds Transfer Services including the followings: currency exchange services;

transfer of funds between the Designated Accounts: transfer of funds from any Designated Account to any third party account

maintained with the Bank in Hong Kong which has been registered with the

Bank for such purpose in such manner and supported by such documents

as the Bank may reasonably prescribe; transfer of funds from any Designated Account to any account (whether in the name of the Customer or any other person) maintained with any Hong

Kong licensed bank provided that such recipient account has been registered with the Bank as a permitted recipient account for such purpose in such manner and supported by such documents as the Bank may reasonably prescribe; and subject to enablement by the Customer in such manner as the Bank may

reasonably prescribe, transfer of funds from any Designated Account to any

account (whether in the name of the Customer or any other person) maintained outside Hong Kong with any branch or office of the Bank or any other bank. (e) The scope and types of service made available by the Bank, the restrictions on the use of the service, the maximum or minimum transaction limits, the cut-off time

and/or date applicable to a particular type of service, the applicable service fees and other features in respect of the Online Banking Services may be determined or varied by the Bank from time to time without prior notice to the Customer (other than in the case of change of service fees or changes which may affect the

liabilities or obligations of the Customer). Updated information relating to the Online Banking Services is available from the Bank upon request. The Online Banking Services provide an additional means subject to the General Terms and Conditions for the Customer to operate its Designated Accounts and conduct transactions. All other terms and conditions governing the Customer's

accounts and transactions shall continue to apply but, where there is any discrepancy, these Terms and Conditions shall prevail insofar as the Online Banking Services are concerned. (g) The Bank grants the Customer, for the term of these Terms and Conditions, a personal. limited, non-exclusive, revocable, non-transferable and

non-sublicenseable license to use the Online Banking Services pursuant to these

the Bank from time to time.

with any additional restrictions on their usage communicated to the Customer by

Terms and Conditions. The Bank may provide certain portions of the Online Banking Services under license from third parties, and the Customer will comply

permission. The Customer may not sell, lease, or provide, directly or indirectly, the

Online Banking Services or any portion of the Online Banking Service to any third party except as permitted by these Terms and conditions. E-mail, chat and instant messaging features may be provided to the Customer as

a convenience to enhance the Customer's communications with the Bank. If

provided, the Customer will use these features in compliance with applicable laws,

rules and regulations, and the Customer will not use them to transmit inappropriate

transactions the Customer may attempt to enter or orders or instructions the Customer may attempt to make by means of these services.

(h) The Bank is providing the Online Banking Services to the Customer for the Customer's own use, and only for the purposes prescribed by the Bank from time to time, and subject to these Terms and Conditions. The Customer may not use the Online Banking Services on behalf of third parties without the Bank's

information, including information that may be deemed obscene, libellous, harassing, fraudulent or slanderous. The Bank is not responsible for any Funds Transfer Services The Bank shall debit the Designated Account(s) of the Customer immediately upon receipt of the Online Banking Instruction from the Customer. If the Transferred Amount exceeds the balance in the Designated Account, or the Transferred Amount exceeds the transfer limit as imposed by the Bank from time to time, or the

Bank has reasonable grounds to believe that the implementation of the Online

Banking Instruction will cause the Bank to violate applicable laws and/or the regulations and/or the requirements of the regulatory authorities, the Bank is entitled at its absolute discretion not to implement the Online Banking Instruction and shall not be liable in any manner whatsoever. The Customer should conduct its own checks for the status of the Designated Account(s) and whether the Online Banking Instructions have been implemented.

(b) The Customer shall take note of the cut-off time for placing Online Banking Instruction for Funds Transfer Services as announced by the Bank from time to time. The time for which the Bank receives any Online Banking Instruction shall be determined according to the system and records of the Bank. However, the cut-off

time and any indication by the Bank as to the time required for implementation of the Online Banking Instruction shall be for reference only and the Bank shall not be liable for any delay in the transfer of funds. (c) In order to use the Funds Transfer Services, the Customer must use a Security Code. The Bank may require the Customer to use Security Code in order to access any other Online Banking Services.

(d) The Bank shall be under no liability under any circumstances to recover any amount paid to the receiving bank and shall be under no liability in case of the receiving bank failing to pay the Transferred Amount to the transferee for any reason. The Bank shall not be liable in any manner whatsoever for any charges or levy imposed by the receiving bank in respect of any Online Banking Instruction. While acknowledging that funds transfer to third party accounts involve risks, the Customer agrees that the Bank shall not be liable to the Customer and / or any

third party for any delay and/or non-transfer of part or all of the Transferred Amount or any mistake made in the transfer of the Transferred Amount in the absence of negligence, wilful misconduct or fraud of the Bank. No payments shall be made in the case of the receiving bank being in default in the interbank settlement prior to the payments by the Customer being made to them and the debit entries in the Designated Account(s) shall be reversed with accord.

Username, Password, Security Code and Security Token (a) The Customer shall take reasonable steps to keep the Username, the Password and the Security Code confidential. The Customer is advised: to change the Password provided by the Bank to a self-selected Password in

Password advice from the Bank:

Username. Password or Security Code:

as birthday, telephone number or recognizable part of the Customer's name in selecting new password) and different from the ones for other services: to memorize the Username and Password and destroy the notice to the Customer of the Username and Password: not to disclose to, share with, allow access to or use by anyone the Card,

accordance with the Bank's instruction immediately upon receipt of the initial

to set a Password that is difficult to guess (e.g. not to select such information

not to write down the Password on any Card issued by the Bank or keep the Password and the Card together; not to write down or record the Username, Password or Security Code

without disauisina it: (vii) to change the Password on a regular basis and not to store the Password on computers, mobile phones or place in plain sight;

(viii) to act in such manner so as to avoid shoulder surfing over the Username, Password or Security Code: (ix) not to use public or shared personal computers or mobile devices or public Wi-Fi to access the Online Banking Services;

if the Bank sends a one-time password to the Customer's mobile device, not to send such one-time password from one mobile device to another mobile

software to protect the devices the Customer uses to access the Online Banking Services; (xii) in case of Online Banking Services for business purposes, to adopt proper

to install appropriate anti-virus, personal firewall software and other security

dual controls and authorization before conducting high-risk transactions;

Customer's information such as the Username, the Password or the Security

Code through fake or suspicious emails, websites or internet banking mobile

(xiiii) to safeguard against social engineering techniques for obtaining the

applications or impersonating the Bank's staff or the police; (xiv) to only connect to the Website by typing the authentic website address into

the browser or by book marking the genuine website for subsequent access and not to access the Website through hyperlinks embedded in emails, internet search engines or suspicious pop-up windows; (xv) to only connect to the Mobile App downloaded from the Website or app stores designated or approved by the Bank; and (xvi) to promptly check the relevant notification and account statements or advice

the Bank sends to the Customer and information about the date and time of

the last login to Online Banking Services, and to notify the Bank as soon as practicable by calling the Bank's customer hotline posted by the Bank in the Website or Mobile App whenever unusual transactions or observations are

The Customer may be held liable for the losses if he has failed to comply with any of the above safeguards.

The Customer understands and acknowledges that there are risks of the Card, Username, Password and/or Security Code of the Customer being abused by unauthorized persons or used for unauthorized purposes. The Customer shall

notify the Bank as soon as reasonably practicable upon notice or suspicion of the Card, Username, Password and/or Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with the Card, Username, Password and/or Security Code. If the

Customer fails to report such incidents to the Bank as soon as reasonably practicable, or has otherwise acted fraudulently or with gross negligence, the Customer may be held responsible for all such transactions involving the use of the Card, Username, Password and/or Security Code and all direct losses as a result. (c) All instructions given to the Bank by anyone using the Card, Username, Password and/or Security Code of the Customer prior to the Bank receiving notice as mentioned in Clause 4(b) of these Terms and Conditions and the Bank having a

acted upon by the Bank and shall be irrevocable. The Bank shall have no duty to verify the identity or authority of the person giving an instruction to the Bank if the correct Card, Username, Password and/or Security Code of the Customer is used. (d) A Card, Username, Password or Security Token shall remain effective until changed or cancelled by the Customer (provided that the Bank has received notice of the change or cancellation from the Customer and the Bank has a reasonable opportunity to act upon the notice) or cancelled by the Bank or any other issuing authority.

reasonable opportunity to take action in respect of such notice will be relied on or

To help reduce internet related risks relating to the use of Online Banking Services, the Bank may set (and may from time to time revise) limitations on and/or amend the size of transactions, approved fund transfer destinations and other features of the Online Banking Services and/or set user requirements. In addition and without prejudice to Clause 4(a) of these Terms and Conditions, the Customer undertakes to act in good faith and prudently and exercise reasonable safeguarding the security of the Username, Security Token, Security Code,

Password and the Online Banking Services;

ensuring that the Customer only accesses the Online Banking Services by means and procedures approved by the Bank; ensuring that no other person has unauthorized access to the Online Banking

Services or the Designated Account (whether by use of the Computer System or otherwise), including but not limited to Security Token, Security Code or other authentication required to obtain such access;

(iv) the use of any Security Token, software, computer system, user guide or any other facilities provided by the Bank to the Customer to facilitate him in effecting any transaction(s) and in returning the same to the Bank immediately upon its request;

ensuring that the browser, cache memory and/or app cache memory (as the case may be) will be cleared as soon as the Customer signs off from or exits

the Website and/or Mobile App; ensuring that the Customer signs off from the Website and exits the browser and/or Mobile App (as the case may be) immediately after each time he uses

the Website and/or Mobile App: and (vii) complying with and carrying out such security measures that the Bank may from time to time impose.

Suspension or Termination of Services

(a) The Bank may at its discretion restrict, suspend or terminate all or any part of the

Online Banking Service upon closure of the Customer's Designated Accounts or at any time without notice or reason to the Customer if the Bank has reasonable

- grounds for doing so (b) Suspension or termination by the Customer of any Online Banking Service shall be
- effective only after notice of such suspension or termination has been given to the
- Bank and the Bank has a reasonable opportunity to act upon the notice. (c) Save and except for the circumstances set out in Clauses 5(a) and 5(d) of these
 - Terms and Conditions, the Bank will use its reasonable endeavour to provide prior notice to the Customer of any changes, amendments to, suspensions, restrictions or terminations of the Online Banking Services, the Website and/or the Mobile App. However due to those circumstances as set out in Clause 15(a) of these Terms and Conditions, the Customer accepts that prior notice may sometimes not be
- practicable and therefore not be given. (d) The Bank may, at its discretion and without prior notice, suspend or terminate the
- Online Banking Services immediately if the Bank reasonably decides that the Customer is at any time in breach of any undertaking or provision of these Terms and Conditions or any other related terms and conditions and agreements. (e) The Bank shall not be liable for any loss or damage suffered by the Customer as a

result of or arising out of any voluntary or involuntary suspension or termination of any Online Banking Service for any reason whatsoever.

- 6. Joint Accounts (a) For joint accounts that may be operated on the signature of only one of the account holders, the following material, if required by any one or more of the joint account holders, will be issued to each joint account holder:separate Username and Password; and
 - when applicable, separate Security Token for the Online Banking Services. (b) Online Banking Services will not be available in the case of joint accounts requiring
- the signatures of two or more account holders to operate. 7. Information Inquiry

- (a) Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing any Online Banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by the Customer in an Online Banking Transaction, shall be binding on the Customer notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
- (b) Information relating to any Designated Account or any Online Banking Transaction made available through the Online Banking Services are for the Customer's reference only. The Bank's records of use of the Online Banking Services by the Customer and all dealings and transactions relating to the Designated Accounts shall be conclusive and binding on the Customer unless and until the contrary is established

8. Recordings, Records and Reference Numbers

The Bank is authorized to record by any means of all Online Banking Instructions between the Bank and the Customer or any person acting on the Customer's behalf, and to keep those recordings for as long as the Bank considers necessary; any reference numbers, if any, provided by the Bank thereto shall be an acknowledgement and for Customer's reference only.

be conclusive evidence of such contents.

9. Online Banking Instruction

Online Banking Instructions shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe and has been actually received by the Bank. (b) A record of each Online Banking Transaction will be shown in the regular account

(a) Any Online Banking Instruction must be given by the Customer to the Bank by

quoting the User Name, Password, Security Code(if requested by the Bank) and

other information required by the Bank to effect Online Banking Transactions.

- statements provided by the Bank to the Customer. (c) Any Online Banking Instruction once given by the Customer by using the Online
 - Banking Services may not be amended, revoked or withdrawn without the consent of the Bank. Any such Online Banking Instruction acted on by the Bank in good faith shall be irrevocable and binding on the Customer, whether given by any person purporting to be the Customer. If a dispute arises at any time in relation to

the contents of any Online Banking Instruction, the Bank's relevant recordings shall

(d) The Bank will only act upon or carry out an Online Banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Unless otherwise specified by the Bank, any Online Banking Instruction received by the Bank after the cut-off time and/or date applicable to particular type of services of the Bank or outside the normal business hours of the Bank or on a non-Business Day will be considered to have been received by the Bank on the next Business Day.

- (e) The Customer is responsible for all its acts and omissions and shall comply with
 - the provisions of the relevant application form and these Terms and Conditions. Although the Bank will use reasonable endeavours to ensure that the Online Banking Instruction is executed in a timely fashion, there may be a time lag in
- - transmission of data online. The Online Banking Services (including the Funds
- Transfer Services) is also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed
- transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, the Online Banking Instruction of the Customer may not be executed at the time when the Online Banking Instruction is placed or at all and the Bank shall not be responsible for the actual time when the Transferred Amount shall be credited into the transferee's account.
- Services, the Online Banking Services may suffer failure or delays and periods of malfunction or outage. During such periods, the Customer shall place its instruction or may make enquiries by alternative methods such as by contacting the Bank's branches and hotlines. In the event of system failure of the Online Banking Services, the Bank may cancel any Online Banking Instruction placed by the Customer. The Bank may (but is not obliged to) notify the Customer of such cancellation of Online Banking Instruction by any means that the Bank may consider appropriate (including but not limited to email message or short message via SMS) and in all the circumstances, the Bank will not assume any liability or

(a) Although the Bank has endeavoured to avoid interruptions to the Online Banking

- responsibility for such cancellation of Online Banking Instruction or the non-notification of such cancellation of Online Banking Instruction, or inability on the part of the Customer to receive notification of such cancellation of Online Banking Instruction (whether or not due to the failure of the Customer to provide valid email address and/or mobile phone number capable of receiving short messages via SMS whatsoever). The Customer shall conduct its own checks for the status of the Designated Account(s) and whether the Online Banking Instruction has been implemented.
- Customer's Undertakings, Representations and Warranties (a) The Customer undertakes to use the Online Banking Services in accordance with
- these Terms and Conditions and the operation policy and procedure relating to Online Banking Services provided by the Bank from time to time. (b) The Customer undertakes not to tamper with, modify, decompile, reverse engineer
- or otherwise alter or gain unauthorized access to any part of the Online Banking Services, the Website, the Mobile App or any of the software comprised in them. The Bank is entitled to terminate the use of the Online Banking Services by the

and the Bank, as may be amended from time to time.

- Customer without notice and to take legal action against the Customer for breach of this undertaking. (c) The Customer shall notify the Bank as soon as the Customer encounters any
 - irregularity or difficulty in using any Online Banking Services. The Customer represents and warrants to the Bank that its use of the Online

these Terms and Conditions, if there is no gross negligence, fraud or fault on the

and/or the exercise of the powers and rights of the Bank under these Terms and

Conditions, unless such liabilities, claims, costs, damages, expenses, actions or

proceedings are caused directly by the negligence or wilful misconduct of any

officer, employee or agent of the Bank and without gross negligence, fraud or fault

Banking Services will comply with all applicable laws, rules and regulations and the user guides, policies and procedures applicable to the Online Banking Services and these Terms and Conditions and any other agreement between the Customer

(a) Subject to the General Terms and Conditions and without prejudice to Clause 4 of

- part of the Customer, such as failing to properly safeguard his device(s) for using the Online Banking Services, the Customer will not be liable for any direct loss suffered by the Customer as a result of any unauthorized Online Banking
 - (b) The Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by it (including legal fees) in connection with the Bank's provision of the Online Banking Services

on the part of the Customer.

Liabilities of the Customer

12. Ownership of the Security Token The Security Token is and shall at all times remain the property of the Bank and issued at the Bank's discretion and the Customer shall return it to the Bank immediately upon the Bank's request. The Customer will ensure that the Security Token is kept secure and under the personal control of the Customer and will not permit any person other than the Customer to use the Security Token.

13. Loss or Theft of the Security Token

- In the event of loss or theft of the Security Token, the Customer shall as soon as reasonably practicable notify such loss or theft to the Bank by telephone at such telephone number as the Bank may from time to time prescribe and confirm the same
- in writing if requested by the Bank. If the Customer fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with gross negligence, the Customer may be responsible for all direct losses as a result of all unauthorized transactions involving the use of, as the case may be, the lost Security Token by any person. If a replacement Security Token is issued, the Bank may charge a fee for it.
- Liabilities of the Bank (a) The Bank will take reasonably practicable steps to ensure that its systems in

execution of any transaction;

- connection with the Online Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into
- account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time. (b) The Customer understands and accepts that any person who has access to, possesses, knows or is allowed to find out the Password and has access to the Security Token (if any) may be able to have access to the Designated Account(s)
- and the Bank shall not be responsible for any losses in relation thereto. (c) The Customer understands and accepts that, unless there is negligence or wilful default of the Bank, the Bank shall not be liable for any claim, loss or damage suffered by him in relation to the Online Banking Services as a result of: any inaccurate or incomplete data, or corruption, interception, deletion or
 - loss of data due to fault, failure or malfunction of the Computer System: any breakdown, failure, mutilation, interruption, omission, error, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission or communication of messages or from its misinterpretation by any wireless telegraphy or by the Bank, or its correspondent, agent or its employee or through any other cause(s) beyond its control which lead to, including but not limited to, delays in the transmission, receipt or other
 - the Online Banking Services not being available, being restricted, varied, amended, suspended or terminated or becoming inoperative; the Customer's failure to carry out his responsibilities as provided in these Terms and Conditions; and/or
 - any loss of profits or opportunity or any other consequential or indirect loss or liability caused by the use of or inability to use the Online Banking Services or from any errors, inadequacies or failures of any machine, Online Banking Services, Website, Mobile App, internet, the Computer System, data

processing system or transmission link or any industrial dispute or any other

- factor outside the control of the Bank or outside the control of the agents or sub-contractors of the Bank, whether caused by negligence or otherwise. (d) If the Bank is found liable for any act or omission, negligence or default, its liability shall be limited to the lesser of the amount of the direct loss or actual damage and the amount of the relevant transaction. The Bank shall not be responsible for any loss of profit or any special, consequential or indirect loss or damage arising out of
- such act, omission, negligence or default. 15. Limitation of Technology

- (a) The Customer acknowledges that internet is a technology that is rapidly changing, open and public in nature and its traffic congestion is unpredictable. The Customer understands that the Bank will use its reasonable endeavour to make sure that the Online Banking Services continue to function, but the Customer also accepts that:
 - the Online Banking Services, the Website and the Mobile App may not meet all the requirements or expectations of the Customer; and the operation, functionality and reliability of the Online Banking Services, the Website and the Mobile App:

the internet may not always be a reliable medium or communication;

- (aa) may subject transactions to delays, misunderstandings and errors in
- transmissions, executions and communications or interruptions; and (bb) may from time to time be subject to interruptions or variation and/or require periodic modifications and improvements.
- (b) Given the circumstances set out in Clause 15(a) of these Terms and Conditions, the Customer understands and agrees that all transaction(s) through the Online Banking Services are made entirely at his own risk.

- (a) The Customer understands and accepts that:
 - the Bank may from time to time provide links to Third Party Website(s) and
 - contents, products and services provided by the Third Party Provider(s); the Bank may not have reviewed all the Third Party Website(s) and therefore inclusion of links to such Third Party Website(s) shall not be construed as or deemed to be the Bank's endorsement or approval of the same or any of the
 - the Customer accesses, enters or uses any links to Third Party Website(s) or deals with Third Party Provider(s) entirely at his own risk and the Bank is not a party to any arrangement between the Third Party Provider(s) and the Customer:

contents thereof;

- the Customer shall contact the relevant Third Party Provider(s) to obtain further information and/or clarifications to resolve any questions before using, entering or accessing Third Party Website(s) or have any dealings with the Third Party Provider(s); and
- in accessing, entering or using the Third Party Website(s) or dealing with Third Party Provider(s): (aa) the Bank may need to transfer certain personal data to the Third Party
- Provider(s); and (bb) the Customer agrees to be subject to the terms and conditions and
- privacy policy (if any) of those Third Party Provider(s) and it is the Customer's responsibility to understand and determine the suitability of those terms and conditions and privacy policy of and the service and products provided by the Third Party Provider(s). (b) The Bank shall not be responsible, does not give any assurance or guarantee and makes no warranty or representation as to Third Party Provider(s)'s or Third Party Website(s)'s data or information or suitability, correctness, reliability or
- completeness or otherwise of the service or product provided by the Third Party Provider(s)/Third Party Website(s) or their content or performance. The Bank and any such Third Party Provider(s)/Third Party Website(s) are not responsible or liable for any actions that the Customer takes or does not take based on such data or information or service or product provided by the Third Party Provider(s)/ Third Party Website(s) and the Customer will use such data, information, service or product solely for the purposes set forth in these Terms and Conditions; such data

or information is proprietary to the Bank and/or any such Third Party Provider(s)/Third Party Website(s) and the Customer will not retransmit or disclose

such data or information to third parties except as required by applicable laws,

- rules and regulations; and the Customer will use such data or information solely in compliance with applicable laws, rules and regulations. (c) The Bank will under no circumstances be liable for any loss or damage, whether direct or indirect, incidental or subsequent, arising from the use, presence of, suspension, disruption and/or other non-availability of the Third Party Website(s),
- the contents, products or services provided by the Third Party Provider(s), or for any related errors, omissions, other disruptions or irregularities. The Bank may provide links to websites which are provided by its group companies on the Website or the Mobile App. The terms and conditions of each of
- those websites may be different from those of the Bank and the Customer shall read and understand those terms and conditions carefully before entering, accessing or using those websites. (e) The Content(s) provided by the Bank and/or Third Party Provider(s) are made
 - available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Third Party Provider shall be considered an investment adviser to the Customer.

17. Intellectual Property Rights (a) The Customer acknowledges that all Content(s) on the Website, the Mobile App

- and all related software(s) are proprietary to the Bank and/or Third Party Provider(s) and are subject to IP Rights. Unless otherwise expressly stated or approved in writing by the Bank or such Third Party Provider(s) (as the case may be), nothing on the Website, the Mobile App or Third Party Website(s) shall be implied as granting
 - the Customer any right or licence to use any IP Rights related to or shown on the Website, the Mobile App or Third Party Website(s). (b) The Customer shall not and shall not attempt to participate or permit any other person to do the following without the Bank's prior written consent and/or being expressly authorized by law and shall notify the Bank immediately if the Customer

knows or suspects that any person is doing or attempting to do so:

- sell, distribute, reproduce, vary, display, publicly perform, prepare works based on reproducing or otherwise use any of the Content(s) in any way for any public, business or commercial use;
- use any Content(s) on any other website or in a networked computer

Links, Advertisements and Third Party Website(s)

- environment for any purpose;
- (iii) break into, access or use or attempt to break into, access or use any part of the Online Banking Services, the Website, the Mobile App, the Third Party Website(s), the Content(s) and/or any data areas on the Bank's server(s) or those of any Third Party Provider(s) for any purposes unauthorized by the Bank or such Third Party Provider(s);
- (iv) infringe the IP Rights of any person or any party in using the Website, the Mobile App or any Content(s);
- (v) violate any applicable law of any applicable jurisdiction in the use of the Online Banking Services, the Website and/or the Mobile App; and/or
- (vi) collect or store personal data of or about other users of the Website, the Mobile App or Third Party Website(s).

18. Amendments

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 Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Website or by such other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Online Banking Services on or after the effective date of the revision or addition.

Communication

- (a) The Bank shall be entitled to prescribe from time to time the form and mode of communication for the purposes of the Online Banking Services.
- (b) Communications delivered personally, sent by post, facsimile transmission or e-mail shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at such address last notified by the Customer to the Bank, (where sent by post) 48 hours after posting if the address is in Hong Kong and seven days after posting if the address is outside Hong Kong, or (where sent by facsimile transmission or e-mail) immediately after transmission to the facsimile number or e-mail address last notified by the Customer to the Bank.
- (c) Communications sent by the Customer to the Bank shall be deemed to have been delivered to the Bank on the day of actual receipt by the Bank.

20. Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining provisions shall not be affected in any way.

21. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers and remedies. The rights, powers and remedies of the Bank under these Terms and Conditions are cumulative and not exclusive of the rights, powers and remedies provided by law.

22. No Third Party Rights

No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions. Application of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) is hereby expressly excluded.

23. Governing Version

In the event of any conflict or discrepancy between the English version and Chinese version of these Terms and Conditions, the English version shall prevail.

Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Hong Kong and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.

OB_T&C 2017/04 (Acom)

CCB (ASIA) CREDIT CARD FEE SCHEDULE

CCD (ASIA)	(Effective Date : November 5, 2018)		
FINANCE CHARGES			
Annualized Percentage Rate (APR) for Retail Purchase	34.49%* (monthly rate at 2.5%) when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance (shown in the previous statement of account) from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.		
APR for Cash Advance	36.33%* (monthly rate at 2.5%) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.		
Interest Free Period	Up to 55 days		
Minimum Payment	All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus 1% of outstanding principal, plus (if any) any overlimit amount and past due amount. (the minimum amount of Minimum Payment is HKD200/RMB200*)		
FEES			
Credit Card Paper Statement Fee	HKD10 per customer per quarter		
Annual Membership Fee (per card) - Classic/Standard - Gold/Platinum - World/Diamond - Infinite/Diamond Prestige	Principal Supplementary Waived Waived Waived Waived HKD1,800 HKD900 HKD3,800 HKD1,900 The Annual Membership Fee waiver to cardmembers and the relevant terms and conditions (if any) continues to apply.		
Cash Advance Fee	3.5% of the cash advance amount per transaction (minimum HKD100/RMB100*)		
Fees Relating to Foreign Currency Transactions (Only applicable to VISA or Mastercard Credit Card)	1.95% of every transaction effected in a currency other than Hong Kong dollar. Including the following: (i) Overseas Transactions Fee – 0.95% of every transaction effected in a currency other than Hong Kong Dollars; And (ii) Foreign Currency Conversion Fee – 1% reimbursement charge imposed by VISA and Mastercard on the issuer of the Card.		
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling foce to be applied before the transactions are extend into		

fees to be applied before the transactions are entered into

FEES	
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. Only applicable to VISA or Mastercard credit Card: Cross-border Transactions in Hong Kong Currency Handling Fee-19% of every transaction (reimbursement charge imposed by VISA and Mastercard on Issuer of the Card), if (i) such transaction is made outside Hong Kong or with any merchant not registered in Hong Kong; and (ii) the transaction amount of which has been simultaneously converted into Hong Kong currency by the merchant.
Late Payment Fee	5% of Minimum Payment due, subject to the minimum charge and the maximum charge listed below: Minimum Charge HKD200/RMB200* or equivalent to the Minimum Payment amount (whichever is lower) Maximum Charge HKD250/RMB250*
Overlimit Fee	HKD180 per statement of account
Card Replacement Fee	HKD100 per replacement card
Sales Draft Retrieval Fee	HKD40 per sales draft copy
Statement Retrieval Fee	A copy of the most recent statement of account is free of charge, otherwise, $HKD40$ per copy
Foreign Currency Check Processing Fee	HKD100 per check
Credit Balance Refund Handling Fee	HKD100 per withdrawal
Credit Card Repayment Service Fee at Designated Payment Affiliates	HKD20 per payment transaction (including each cash payment and each check payment, the Designated Payment Affiliates include branches of China Construction Bank (Asia))
Other Fees and Charges	Fees and charges as specified by China Construction Bank (Asia) Corporation Limited from time to time (including, without limitation, (1) fees and charges relating to the processing of cash payments that may be imposed by China Construction Bank (Asia) Corporation Limited at its option and/or imposed by other banks as the case may be; (2) fees and charges specified by China Construction Bank (Asia) Corporation Limited in any application forms, product feature leaflet or relevant marketing or promotional materials in relation to the Card; and (3) any handling/service fee as specified by relevant credit card associations and/or merchants)
Credit Reference Letter Handling Fee	HKD200 per letter

- The above annualized percentage rates are calculated according to the standard of Hong Kong Association of Banks and are rounded up/down to the nearest two decimal places. With respect to cash advances, the annualized percentage rate is arrived at by reference to the amount of the cash advance as well as to any related cash advance fees.
- Billing amount in RMB is applicable to CCB (Asia) UnionPay Dual Currency Credit Card RMB account only.

China Construction Bank (Asia) Corporation Limited ("CCB (Asia)") reserves the right at its sole discretion and from time to time to amend the above fees and charges. Any such amendment will be notified Cardmembers and will be effective in accordance with terms and conditions of the CCB (Asia) Credit Card Cardmember Agreement.

In case of discrepancies between the English and Chinese versions of this notice, the English version shall apply and prevail.

