

## 建行(亞洲)信用卡會員合約

生效日：2019年8月1日

**重要：請仔細閱讀及確保閣下完全明白下述之條款及細則。**如閣下於任何時候不接受其中任何條款及細則，請將信用卡剪成兩半，並通知建行(亞洲)。信用卡會員合約(「合約」)包括所有下文所列之條款及細則連同服務收費一覽表。閣下一經使用信用卡(包括確認啟動新卡或只保留信用卡賬戶)，即表示已接納本合約。如閣下之信用卡為建行(亞洲)八邊通銀聯雙幣信用卡，合約亦包括建行(亞洲)八邊通銀聯雙幣信用卡八邊通卡功能使用條款及細則。

## 1. 定義

在本合約內，下述字詞具有如下含義：

【**建行(亞洲)**】指中國建設銀行(亞洲)股份有限公司。

【**信用卡**】指任何由建行(亞洲)所發的VISA、Mastercard或銀聯信用卡(包括任何補發及期滿續發之信用卡)，及本文義准許或規定之信用卡，包括附屬卡。如為銀聯雙幣信用卡，信用卡將由港幣卡賬戶及人民幣卡賬戶組成。

【**信用卡會員**】指獲發信用卡之人士，及本文義准許或規定發行之信用卡會員，包括附屬卡之信用卡會員。

【**信用卡賬戶**】指建行(亞洲)持有的信用卡的相應賬戶。如為銀聯雙幣信用卡，信用卡賬戶指港幣卡賬戶，或人民幣卡賬戶，或港幣及人民幣卡賬戶。

【**電子服務**】指由建行(亞洲)電子渠道，包括建行(亞洲)網站及銀行流動應用程式軟件所提供與信用卡有關的服務。

【**服務收費一覽表**】指不時更改或修訂之建行(亞洲)信用卡服務收費一覽表，其副本可致電建行(亞洲)信用卡24小時客戶服務熱線：VISA及Mastercard信用卡可致電317 95533，銀聯雙幣信用卡可致電317 95568，或上網www.asia.ccb.com索取。

【**收費及費用**】指載於服務收費一覽表之收費及費用。

【**香港**】指中華人民共和國香港特別行政區。

【**港幣**】指港元，香港的法定貨幣。

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

【**本人**】及【**本人的**】指信用卡會員。

【**銀通**】指銀聯通寶有限公司。

【**澳門**】指中華人民共和國澳門特別行政區。

【**中國內地**】指中華人民共和國，但不包括香港及澳門。

【**Mastercard**】指Mastercard International(及任何其他其承繼人或受讓人)。

【**八邊通卡**】指八邊通發行商的儲值卡或產品。

【**私人密碼**】指在本入使用以接達電子服務時，連同用戶姓名，提供予本人或本人所選擇的電子鑑定號碼/字母。

【**個人資料**】指與本人有關之個人資料。

【**PIN**】指由本人運用用作在信用卡交易時可供確認本人之身份的所有個人身份證明號碼。

月結單上就本人每個信用卡賬戶所列明之最低付款額。	或結餘少於10港元/10元人民幣或結餘值為零港元或零人民幣。
<b>8.2 貨幣</b>	
(i) 本人之信用卡賬戶的所有款項須以相應之貨幣繳款。有關款項須在建行(亞洲)收有關款項實際價值方能作數。如用作繳款之支票與接獲信用卡賬戶不同，該支票所作之繳款會否被接受將在建行(亞洲)酌情權下決定。而款項將會按建行(亞洲)於所採用的匯率折算，本人同意接受匯率及不提出爭議。如建行(亞洲)同意接受此繳款方式，則須待該數項收妥以後，方能以建行(亞洲)所獲得的實際金額(扣除所有適用的收費及費用)為限，入賬於信用卡賬戶中。	
(ii) <b>【只適用於銀聯雙幣信用卡】</b> 於繳款時，本人須清楚指明定入賬之貨幣種類。尤其，港幣卡賬戶須以港幣繳款，而人民幣卡賬戶須以人民幣繳款。若本人以港幣繳付本人的人民幣卡賬戶的結欠，本人須以建行(亞洲)不時指定的方式列明。	

(i) 如本人並未收到月結單(除因前述之原因外)，本人須立即致電信用卡上所示號碼的電話，通知建行(亞洲)，本人明白除非本人以上述方式通知建行(亞洲)，本人將被當作已收到所有月結單。本人同意視該有否收妥任何月結單，本人仍須負責向建行(亞洲)繳付月結單上所載的欠款。

**9.2 月結單上之錯誤** – 除非本人於月結單上所示之月結單載上日期起六(6)日內以書面通知建行(亞洲)，表示發現錯誤，否則，該月結單所示之賬目將被假定為正確無誤。如本人於上述期間內並沒有通知建行(亞洲)任何錯誤，則月結單所表示之賬目將保留地被視為正確無誤及對本人具有約束力。建行(亞洲)毋須向本人出示發票/銷售單據以證明月結單所列之各項交易。

## 8.3 結餘

(i) 建行(亞洲)有權(可在其絕對酌情權下決定)拒絕接受任何超出本人信用卡賬戶結欠金額的款項存入本人信用卡賬戶。建行(亞洲)將任何超額出價還本人信用卡賬戶之欠款所需金額的額外款項，以建行(亞洲)所定方式保留在信用卡賬戶中，或退還予本人，或用作對銷任何本人向建行(亞洲)所欠的款項。

(ii) **【只適用於銀聯雙幣信用卡】**於繳款時，本人須填列由服務供應商提供的服務和優惠。該等服務可不時更改而毋須預先通知。建行(亞洲)就提供或供應該等服務毋須負責，建行(亞洲)亦非該等服務供應商，或代理人，代表或分銷者。就本人所獲提供該等服務而言，建行(亞洲)毋須參與、負責或訂立書面合約。建行(亞洲)就該等服務或服務供應商之範疇、質素或任何其他方面毋須負責或作出聲明或保證，亦毋須就該等服務所引致或有關之責任(不論是直接或間接)負責。

## 11. 海外交易

(i) **【只適用於VISA及Mastercard信用卡】**所有以非港幣計算的交易金額，均會根據VISA及Mastercard(如適用)於折算當日採用的匯率，折算為港幣後，加上建行(亞洲)徵收如服務收費一覽表列明的外幣交易收費(如VISA及Mastercard向信用卡之簽發人收取)，從信用卡賬戶中扣除。就VISA及Mastercard不時採用的折算匯率，本人同意接受及不作爭議。

(ii) **【只適用於銀聯雙幣信用卡】**除以人民幣及於中國內地進行的交易外，所有以非港幣計算的交易金額(包括以人民幣於中國內地之外地地區，包括但不限於香港及澳門進行的交易)，均會根據銀聯於折算日採用的匯率，折算為港幣後，該賬於本人的港幣卡賬戶中。就銀聯不時採用的折算匯率，本人同意接受及不作爭議。

**12. 保險** 本人明白建行(亞洲)可透過其特選的保險公司向本人安排提供保險優惠，以供本人考慮。有關的推廣或宣傳資料，

全責。本人同意就PIN或私人密碼因任何原因(因建行(亞洲)的疏忽除外)外洩予任何人而引致之一切後果、損失及/或責任，本人須負上全部責任，並會由後果而令建行(亞洲)產生之任何合理損失或損害向建行(亞洲)作出賠償。

**3.3 有效期、終止及續期** – 信用卡的有效期直至卡上所示之月份的最後一日為止(除非之前已被終止)。本人須在建行(亞洲)要求下將信用卡退還予建行(亞洲)。建行(亞洲)可在其酌情權下決定是否續發信用卡。如本人之信用卡不獲續期，該信用卡各賬戶全部未清繳款項將立即到期，並須立即清繳。本人有權於信用卡續期日計起三十(30)日內，向建行(亞洲)發出書面通知，取回信用卡。

**3.4 聯營商號接受信用卡** – 在下述情況下，建行(亞洲)毋須負責或承擔任何責任：(i)任何商戶因為任何原因拒絕接受信用卡；及/或(ii)建行(亞洲)拒絕就任何交易授予信用授權，儘管本人之信用卡賬戶仍可可供使用之信用授權。此外，建行(亞洲)亦毋須就本人或其他人士透過信用卡獲取之優惠或購買之任何產品或服務負責上或承擔任何責任。如本人欲將酒以信用卡進行的任何直接付款交易或授權，本人須與有關商戶安排取消交易。而與本人之間出現之任何索償或糾紛並不會免除本人繳付信用卡欠款予建行(亞洲)之責任。在以下第9條規限下，本人不會因沒有簽署任何信用卡銷售單據或現金透支單據而免除本人就信用卡進行的有關交易負上全責。

## 3.5 信用限額

(i) **VISA、Mastercard及銀聯雙幣信用卡之綜合信用限額** – 本人將獲以港幣為貨幣單位之綜合信用限額(包括現金透支及預用限額)，該綜合信用限額即為本人所有VISA、Mastercard及銀聯雙幣之信用卡賬戶於任何時候最高可結欠之總金額。就此綜合信用限額，建行(亞洲)亦可為信用卡賬戶設立預定信用限額(如適用)。

(ii) **保留調整權利**，建行(亞洲)可隨時調整本人：VISA、Mastercard及銀聯雙幣之綜合信用限額、預定信用限額及/或現金透支限額(統稱為「限額」)。有關最高可結欠之總金額及/或限額之詳情，本人可向建行(亞洲)聯絡。本人之限額將由本人及本人名下之所有附屬卡會員(如適用)共同使用。本人須嚴格遵守該限額。建行(亞洲)保留權利，可在沒有給予本人事先通知或未得本人事前同意的情况下，隨時調低本人之限額。建行(亞洲)可在其擁有酌情權下准許交易超出限額，本人須就該等交易款項及有關收費及費用(包括服務費用)按本合約的條款負上全責。本人明白本人可透過通知(亞洲)指定之途徑選擇不超出限額之信貸服務。儘管有以上選擇，本人同意建行(亞洲)仍保留權利按其規定之情況下准許本人之交易超出限額及/或現金透支限額。

**3.6 信用卡之使用**

**3.1 信用卡** – 本人在收到信用卡時當立即即在卡上簽名並確認新卡，並保存信用卡在安全之地方。如因為未能或延遲履行上述之行為而引致損失，本人須負上全責。信用卡於所有時候均屬建行(亞洲)之財物，並須在建行(亞洲)要求下退還。

**3.2 PIN** – 本人須小心處理任何隨信用卡所用之PIN或私人密碼，及將該PIN或私人密碼(如適用者)保密。尤其，本人同意：

(i) 銷毀印有任何PIN或私人密碼的通知正本；

(ii) 不容許任何人士使用本人的信用卡、任何PIN或私人密碼；

(iii) 不得將任何PIN或私人密碼寫於信用卡上或任何通常與信用卡一起存放或存放於信用卡附近的物品上；

(iv) 若寫下或記錄任何PIN或私人密碼時，必須加以掩飾使人難以辨認；

(v) 在本人輸入PIN或私人密碼時，本人不得選取可讓第三者輕易猜中的數字。(如避免使用本人或附屬卡會員或親友之生日日期或本人任何電話號碼之任何部份)；及

(vi) 不得將任何PIN或私人密碼接觸其他服務(如接連互聯網或其他網站)。

如因為未能妥善選擇PIN或私人密碼或妥善處理信用卡卡、PIN或私人密碼而引致損失，本人須負上

通知或提供任何理由。在建行(亞洲)之要求下，信用卡(須剪或兩半)必須在終止後退還予建行(亞洲)。

(ii) **【只適用於銀聯雙幣信用卡】**如本人的港幣卡賬戶或人民幣卡賬戶被終止或暫停，本人的信用卡亦被終止或暫停。

## 15.2 終止暫停

(i) 本人之所有權利和特權(包括任何附屬卡會員之權利和特權)將會自動被終止；及

(ii) 本人欠下建行(亞洲)之信用卡及每張附屬卡之總結欠(不論交易是否已經歸賬於信用卡賬戶)，包括利息、所有費用及全數會員年費，及其他收費(不論是香港、中國內地或海外地方收取的，在沒有要求或通知下立即到期應付及應立即繳付)。

**15.3 賠償** – 本人經建行(亞洲)要求下須立即就任何信用卡總結欠之交易而令建行(亞洲)合理訂立之損失或損害、損害、收費及開支(法律有關與否)(包括所有合理的律師費及開支，及債務追討代理人的合理費用及開支)賠償建行(亞洲)的所有義務及責任，並且，若組合、合併、抵銷、扣除、提款、申請或轉帳涉及由一種貨幣兌換至另一種貨幣時，該外幣兌換將以當時於相關的外幣交易市場的即時外幣兌換率為準(由建行(亞洲)最後決定)。如屬聯名戶口，建行(亞洲)可於此條款和條件賦予的權利，運用該聯名戶口之結餘以符合一個或多個本人在建行(亞洲)的義務及責任。建行(亞洲)將在合理可行的最短期間內向本人通告有關此條款之執行。

在不影響上述之一般性原則下，如發出附屬卡，建行(亞洲)可隨時及在毋須預先通知的情況下抵銷、扣除、提款、申請及/或轉移(i)本人之、一個或多個戶口中之結餘；及(ii)附屬卡會員之、一個或多個戶口中之結餘以抵償他在信用卡賬戶中之欠款及債務。

**18.2 留置權** – 本人授權建行(亞洲)行使留置權以接管擁有或控制本人於建行(亞洲)存放的所有資產，(不管該資產以任何理由，或是否與一般的銀行業務往來相關)，建行(亞洲)有權變賣該資產，如有需要，更可使用其淨收入以償還本人對建行(亞洲)應履行的義務及/或責任。

**18.3 其他權利** – 建行(亞洲)於第18條條文下的權利是額外及其他有關責任。建行(亞洲)有權(毋須給予事先通知)取回結餘。建行(亞洲)有權(須將給予事先通知)對本人控制之事情發生，以致建行(亞洲)不能履行本合約(不論是直接或間接)，或本人/附屬卡會員不能使用信用卡或信用卡服務，建行(亞洲)毋須負責。

**21. 無力履行責任** 如因任何機構、資料處理系統或傳送聯繫發生故障，或由於商業糾紛或遇到非建行(亞洲)(或建行(亞洲)之代理人或次承辦人)所能控制之事情發生，以致建行(亞洲)不能履行本合約(不論是直接或間接)，或本人/附屬卡會員不能使用信用卡或信用卡服務，建行(亞洲)毋須負責。

**22. 不能豁免之權利** 建行(亞洲)未能或延遲按本合約行使任何權利、權力或補救事宜，並不能相對該權利、或任何相對受阻之權利或單獨或局部行使，或任何其他權利、權力或補救事宜的放棄。

**5.1 失責** – 如本人未能按本約履行任何付款之責任，本人使用信用卡之權利會被撤銷或可暫停。本人有責任即時繳付信用卡之所有欠款(不論交易是否已經存入信用卡賬戶)，包括利息、所有費用及全數會員年費、逾期費用及其他收費(不論產生於香港、中國內地或其他地方)。

**5.2 追討費用** – 如建行(亞洲)需要將追討本人信用卡賬戶欠款之事宜委託追討代理人及/或律師，本人須負責繳付該追討代理人及/或律師之合理收費及費用及建行(亞洲)因追討欠款及強制執行其權利所產生之其他成本及支出。

**5.3 賠償** – 如建行(亞洲)由於信用卡之使用而產生之任何交易，或本人未能履行任何於本合約中之條文，因而引致之任何合理損失、損害、收費及費用(包括所有合理之法律訟費、法庭收費、律師費及債務追討代理人的費用及支出)，本人將一經建行(亞洲)要求下立即作全數賠償。

**6.1 私隱通知** – 本人明白、確認及同意，建行(亞洲)可以並可繼續按建行(亞洲)不時給予其客戶之私隱政策或任何其他聲明、通告、通知書或條款及細則列明之有關使用及透露個人資料政策中所載之用途及人士，收集、使用、儲存、轉交及透露(不論在香港或外地)個人資料。因此，建行(亞洲)可向信貸資料機構、

**6.2 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.3 購物單據檢查費** – 對於銷售單據索副本，建行(亞洲)將會就每張新卡收取補發新卡費用。

**6.4 外幣交易收費(只適用於VISA及Mastercard信用卡)** – 每項以非港幣所進行之交易將收取費用。

**6.5 以港幣支付外幣簽賬的有關費用** – 客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將收取費用。

**6.6 財務費用** – 就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

(i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清還為止；及

(ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清還為止。

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**6.7 兌現外幣支票手續費** – 對於兌現外幣支票(有關信用卡賬戶所指定的貨幣除外)(建行(亞洲)可在其酌情權下決定是否接受兌現)，建行(亞洲)將會收取手續費；本人恕不接受人民幣支票。

**6.8 逾期費用** – 如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**6.9 過額費用** – 如賬戶總結欠於月結單之月結單載數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

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

**6.11 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.12 雜項通知** – 本人明白、確認及同意，建行(亞洲)可以並可繼續按建行(亞洲)不時給予其客戶之私隱政策或任何其他聲明、通告、通知書或條款及細則列明之有關使用及透露個人資料政策中所載之用途及人士，收集、使用、儲存、轉交及透露(不論在香港或外地)個人資料。因此，建行(亞洲)可向信貸資料機構、

**6.13 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.14 購物單據檢查費** – 對於銷售單據索副本，建行(亞洲)將會就每張新卡收取補發新卡費用。

**6.15 外幣交易收費(只適用於VISA及Mastercard信用卡)** – 每項以非港幣所進行之交易將收取費用。

**6.16 以港幣支付外幣簽賬的有關費用** – 客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將收取費用。

**6.17 財務費用** – 就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

(i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清還為止；及

(ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清還為止。

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**6.18 逾期費用** – 如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**6.19 過額費用** – 如賬戶總結欠於月結單之月結單載數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

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

**6.21 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.22 雜項通知** – 本人明白、確認及同意，建行(亞洲)可以並可繼續按建行(亞洲)不時給予其客戶之私隱政策或任何其他聲明、通告、通知書或條款及細則列明之有關使用及透露個人資料政策中所載之用途及人士，收集、使用、儲存、轉交及透露(不論在香港或外地)個人資料。因此，建行(亞洲)可向信貸資料機構、

**6.23 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.24 購物單據檢查費** – 對於銷售單據索副本，建行(亞洲)將會就每張新卡收取補發新卡費用。

**6.25 外幣交易收費(只適用於VISA及Mastercard信用卡)** – 每項以非港幣所進行之交易將收取費用。

**6.26 以港幣支付外幣簽賬的有關費用** – 客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將收取費用。

**6.27 財務費用** – 就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

(i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清還為止；及

(ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清還為止。

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**6.28 逾期費用** – 如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**6.29 過額費用** – 如賬戶總結欠於月結單之月結單載數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

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

**6.31 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.32 雜項通知** – 本人明白、確認及同意，建行(亞洲)可以並可繼續按建行(亞洲)不時給予其客戶之私隱政策或任何其他聲明、通告、通知書或條款及細則列明之有關使用及透露個人資料政策中所載之用途及人士，收集、使用、儲存、轉交及透露(不論在香港或外地)個人資料。因此，建行(亞洲)可向信貸資料機構、

**6.33 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.34 購物單據檢查費** – 對於銷售單據索副本，建行(亞洲)將會就每張新卡收取補發新卡費用。

**6.35 外幣交易收費(只適用於VISA及Mastercard信用卡)** – 每項以非港幣所進行之交易將收取費用。

**6.36 以港幣支付外幣簽賬的有關費用** – 客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將收取費用。

**6.37 財務費用** – 就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

(i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清還為止；及

(ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清還為止。

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**6.38 逾期費用** – 如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**6.39 過額費用** – 如賬戶總結欠於月結單之月結單載數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

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

**6.41 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.42 雜項通知** – 本人明白、確認及同意，建行(亞洲)可以並可繼續按建行(亞洲)不時給予其客戶之私隱政策或任何其他聲明、通告、通知書或條款及細則列明之有關使用及透露個人資料政策中所載之用途及人士，收集、使用、儲存、轉交及透露(不論在香港或外地)個人資料。因此，建行(亞洲)可向信貸資料機構、

**6.43 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.44 購物單據檢查費** – 對於銷售單據索副本，建行(亞洲)將會就每張新卡收取補發新卡費用。

**6.45 外幣交易收費(只適用於VISA及Mastercard信用卡)** – 每項以非港幣所進行之交易將收取費用。

**6.46 以港幣支付外幣簽賬的有關費用** – 客戶在海外商戶或在香港以外地方註冊的商戶消費時，海外商戶可直接安排以港幣支付外幣簽賬，VISA、Mastercard或銀聯(如適用)將收取費用。

**6.47 財務費用** – 就現金透支交易而言，財務費用由透支日期起計算，直至全數清還為止。就購物簽賬而言，若本人在月結單列明之到期繳款日之前全數付清月結單所載之欠款，則無須於月結單上之欠款繳付財務費用。若繳付之款項低於月結單上所載之全數欠款(不論是現金透支或購物簽賬)，其購物簽賬則須根據以下條款繳付財務費用(利率載於服務收費一覽表)：

(i) 所有未清付的結欠(顯示於上一期月結單內)須從到期日前一個月結單日起累計直至所有款項清還為止；及

(ii) 所有前一個月結單日後記錄的新交易款項須根據交易日期起計息，直至所有款項清還為止。

有關現金透支及購物簽賬所適用之財務費用列明於服務收費一覽表中。

**6.48 逾期費用** – 如本人未能於月結單所示之「到期賬戶」之前全數繳付月結單列明之任何信用卡賬戶之各「最低付款額」，建行(亞洲)將會就逾期欠款的各有關信用卡賬戶收取逾期費用。

**6.49 過額費用** – 如賬戶總結欠於月結單之月結單載數日超出該VISA、Mastercard信用卡賬戶之綜合信用限額或預定信用限額，建行(亞洲)將會就每個月結單收取過額費用。

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

**6.51 月結單檢查費** – 對於月結單檢查，建行(亞洲)將會就每份收取手續費。

**6.52 雜項通知** – 本人明白、確認及同意，建行(亞洲)可以並可繼續按建行(亞洲)不時給予其客戶之私隱政策或任何其他

## 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](http://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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