

【建行(亞洲)商務卡合約】

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重要！請仔細閱讀及確保信用卡會員及公司完全明白下述之條款及細則。如任何信用卡會員及／或公司於任何時候不接受其中任何條款及細則，請把信用卡剪成兩半，並通知中國建設銀行(亞洲)股份有限公司。此文件連同服務收費一覽表合共為商務卡合約(「合約」)。信用卡會員及公司一經使用信用卡(包括確認新卡或只保留信用卡賬戶)，即表示接納合約，並受其所約束。

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)所發的建行(亞洲)商務卡(包括任何補發及期滿續發之信用卡)(由港幣及人民幣信用卡賬戶構成之銀聯雙幣信用卡)。

「**信用卡會員**」指獲發信用卡之公司員工。

「**信用卡賬戶**」指於建行(亞洲)持有的信用卡的相應賬戶。

「**公司**」指任何以信用卡履行此合約之公司(及任何其繼任人)。

「**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**」指建行(亞洲)商務卡服務收費一覽表，其副本可致電建行(亞洲)銀聯雙幣信用卡 24 小時客戶服務熱線 317 95568 或上網 www.asia.ccb.com (如適用)索取。

「**收費及費用**」指載於服務收費一覽表之收費及費用，及公司根據此合約應繳付之其他費用。

「**港幣**」指港元，香港法定貨幣。

「**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。

「**他／她／牠的／她的**」指信用卡會員。

「**香港**」指中華人民共和國香港特別行政區。

「**銀通**」指銀聯通寶有限公司。

「**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。

「**私人密碼**」指在信用卡會員及／或公司使用以接達電子服務，連同用戶姓名，提供予信用卡會員或信用卡會員所選擇的信用卡鑑定號碼／字母。

「**個人資料**」指與信用卡會員有關之個人資料。

「**個人**」指信用卡會員自訂用作在信用卡進行交易時可供確認他／她之身份的所有個人身份證明密碼。

「**人民幣**」指人民幣，中國內地的法定貨幣。

「**人民幣卡賬戶**」指就信用卡在建行(亞洲)以人民幣開立及存置的賬戶，並就使用信用卡而記錄支賬及進賬。

「**月結單**」指就信用卡賬戶而發給信用卡會員及公司的月結單或其他賬單，月結單上載有(其中包括)公司於該日所結欠之費用及其他財務責任。

「**銀聯**」指中國銀聯股份有限公司，於中國內地成立之股份有限責任公司。

「**用戶姓名**」指在信用卡會員使用以接達電子服務，其連同信用卡

會員的「私人密碼」，提供予信用卡會員或信用卡會員所選擇的電子鑑定號碼／字母。

2. 建行(亞洲)商務卡

信用卡是建行(亞洲)應公司之要求簽發予信用卡會員。建行(亞洲)可在其獨有及絕對酌情權下批核任何及所有信用卡申請。

3. 信用卡之使用

- 信用卡** – 信用卡(包括任何補發及其後續發之信用卡)於任何時候均屬建行(亞洲)所有，並須在建行(亞洲)要求下即時退還。信用卡會員在收到信用卡時當立即在卡上簽名並確認新卡，並保存信用卡在安全之地方。當信用卡會員在發現信用卡有異常或可疑交易後，亦應盡快通知建行(亞洲)。如因為未能或延遲履行上述之行為而引致損失，公司須負上全責。建行(亞洲)可在其獨有及絕對酌情權下決定於任何時候，基於任何原因(包括但不限於建行(亞洲)收到公司發出對信用卡之終止或取消之指示)，以展示、刊登或其他建行(亞洲)認為合適之方式給予信用卡會員合理通知，終止或取消信用卡或更改信用卡會員之任何信用卡權益之條款及細則。信用卡之終止或取消或任何條款及細則之更改將於有關通知所示之日期起生效。如信用卡會員該更改通知書的生效日期後繼續持有或使用該信用卡，任何有關之更改均對信用卡會員及公司具有約束力。

信用卡會員明白信用卡之唯一用途是用以支付他／她受僱於公司期間所產生之業務開支。公司可在其獨有及絕對酌情權下決定可由信用卡會員所支付之業務開支之範疇，而信用卡會員須向公司繳付以信用卡支付該範疇以外之任何及所有費用及／或開支。為免生疑問，任何及所有信用卡會員與公司之間有關信用卡或任何使用信用卡之紛爭(包括但不限於就使用信用卡而產生之任何一筆金額、費用及／或收費是否存在公司指定之業務開支範疇內之爭端)須由信用卡會員與公司自行解決及在任何情況下均不會影響公司在在本合約內之付款或其他責任。

- 私人密碼、生物憑據認證及一次性專用密碼** – 信用卡會員須小心及適當處理任何連同信用卡所用之私人密碼(如適用者)及將該私人密碼保密。另外，信用卡會員亦須小心處理任何身份認證識別系統，包括生物憑據認證及一次性專用密碼。同時，信用卡會員同意

私人密碼

- 應當銷毀印有任何私人密碼的通知正本；
- 不容許任何人士使用信用卡或任何私人密碼；
- 不得將任何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；
- 若以任何方式寫下任何私人密碼時，必須加以掩飾使他人難以辨認；及
- 在信用卡會員選取私人密碼時，他／她須當心不會選取可讓第三者輕易猜中的數字，例如避免使用他／她或任何親友之生日日期或他／她的任何電話號碼之任何部份；及
- 不得將任何私人密碼接取其他服務(如接達互聯網或其他網址)。

有關事項實際價值方能作實。以外幣(港幣或人民幣除外)支票所作之償付會否被接受將由建行(亞洲)酌情決定。如建行(亞洲)同意接受以外幣支票償付之方式，則須待該款項收妥以後，方能以建行(亞洲)所獲得的實際金額(扣除所有適用的收費及費用)為限，該賬於有關信用卡賬戶中。該付款是否獲建行(亞洲)接納將受限於建行(亞洲)現行之條款及細則。

- 結餘** – 建行(亞洲)可將任何超出償還信用卡會員信用卡賬戶之欠款所需金額的款項以建行(亞洲)所定方式保留在信用卡賬戶中或退還予公司。在以下第 16 條款規限下，除公司另外要求及獲建行(亞洲)同意，信用卡會員之港幣卡賬戶中的任何結餘將不會用作償還該信用卡會員或其員工的人民幣卡賬戶的任何結欠，而信用卡會員之人民幣卡賬戶中的任何結餘亦將不會用作償還該信用卡會員的港幣卡賬戶的任何結欠。

9. 賬戶月結單

- 月結單** – 除非信用卡會員之信用卡賬戶內 (i) 於該月份並沒有進行任何交易及 (ii) 港幣及／或人民幣卡賬戶之結欠少於港幣人民幣10元或有結存，否則建行(亞洲)將會向信用卡會員每月發出月結單。如信用卡會員或公司未收到月結單(除前述之原因外)，信用卡會員或公司須立即以書面通知建行(亞洲)。如信用卡會員或公司沒有通知建行(亞洲)被信用卡會員或公司並未接獲月結單，信用卡會員及公司將被視為已收到月結單。月結單是本合約的一個不可分割部份。如月結單之條款及細則與本合約之條款及細則有任何歧義，概以本合約為準。
- 月結單上之錯誤** – 除非信用卡會員或公司於月結單上所示日期起六十(60)日內以書面通知建行(亞洲)，表示發現錯誤，否則，該月結單所示之賬目將被假定為正確無誤。如信用卡會員或公司於上述期間內沒有通知建行(亞洲)報告發現任何錯誤，則月結單所示之賬目將被確定地視為正確無誤，並對信用卡會員及公司具有約束力。建行(亞洲)毋須出示賬單／銷售單據以證明月結單所示之各項交易。

10. 海外交易

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之匯數，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，該賬於信用卡會員的港幣卡賬戶中。就銀聯不時採用的折算匯率，信用卡會員及公司同意接受及不作爭議。

11. 保險

信用卡會員及公司明白建行(亞洲)可能透過由第三者保險公司發出保單，為信用卡會員安排或提供福利或保障。除營業另行訂明外，在一般情況下，所提供或派發的有關推廣或宣傳資料、印刷品及簡報僅供作說明用途，以便了解保險單的適用條款、細則或除外情況。建行(亞洲)不會負責，或負上任何該保險產品之描述、認可或推廣之責任。信用卡會員或信用卡會員可向在該等資料中顯示之有關特種保險公司的認可代表提出查詢或要求。此等推廣或宣傳資料、印刷品及簡報不能，亦不擬用於取決有關保險單的完整條款、細則及除外情況。

12. 電子服務

- 用戶姓名及私人密碼** – 有關使用電子服務，信用卡會員及公司須採取一切合理措施，以保護和確保用戶姓名和私人密碼於所有時候獲保護。尤其，信用卡會員及公司不可向

生物憑據認證

- 裝置只儲存信用卡會員的生物憑據認證。
- 信用卡會員如有雙胞胎或長相相似的兄弟姊妹，避免使用面孔辨識功能。

一次性專用密碼

- 不將一次性專用密碼告知任何人(包括親友)或在社交媒體上公開。
- 不存儲一次性專用密碼。

如因為未能妥善選擇私人密碼或妥善處理信用卡或私人密碼或生物憑據認證或一次性專用密碼而引致損失，公司須負上全責。公司同意就私人密碼或生物憑據認證或一次性專用密碼因任何原因(因建行(亞洲)的疏忽除外)外洩予任何人士而引致之一切後果、損失及／或責任，公司須獨自負上全部責任，並會為由此而令建行(亞洲)產生之任何合理損失或損害向建行(亞洲)作出賠償。

- 有效期** – 信用卡有效期通常至卡上所示之月份的最後一日為止(除非之前已被終止)。

- 失效期及續期** – 建行(亞洲)可在其獨有及絕對酌情權下決定是否續發信用卡。如信用卡不獲續期，該信用卡賬戶全部未清繳款項將立即到期，並須立即清繳。信用卡會員必須獲建行(亞洲)之要求，寄還信用卡予建行(亞洲)。信用卡會員及／或公司有權於信用卡賬戶日起計三十(30)日內，向建行(亞洲)發出書面通知，取消信用卡。在此情況下，公司毋須繳付會員年費(定義見下文第 4 條款)。

- 聯營商號** – 在下列情況下，信用卡會員及公司均不須建行(亞洲)負上或承擔任何責任：(i) 任何聯營商號因為任何原因拒絕接受信用卡；及／或(ii)建行(亞洲)拒絕就任何交易授出信用授權，儘管信用卡會員之信用卡賬戶仍有可供使用的信用限額。如信用卡會員及公司欲取銷以信用卡進行的任何直接付款交易或授權，信用卡會員及公司須填寫一份書面指示給有關商戶直接安排取消交易。信用卡會員及公司需明白即使向建行(亞洲)提出取消直接付款交易或授權的請求，遠並不等於信用卡會員及公司與商戶之間的協議協定會被取消。此外，建行(亞洲)亦毋須就信用卡會員或信用卡會員之代表(如被獲認可)透過信用卡獲取之優惠或購買之產品或服務負上或承擔任何責任。任何聯營商號與信用卡會員之間出現之任何申索或糾紛，並不會免除公司繳付信用卡欠款予建行(亞洲)之責任。

- 信用限額** – 建行(亞洲)可在其獨有及絕對酌情權下決定信用卡會員信用卡賬戶之信用限額。建行(亞洲)給予信用卡會員之信用限額以港幣為貨幣單位(包括現金透支限額，如適用)。信用限額即為信用卡會員於任何時候最高可結欠之總金額。有關最高可結欠之總金額及信用限額之詳情，信用卡會員可與建行(亞洲)聯絡。信用卡會員嚴格遵守該信用限額。建行(亞洲)保留權利，可於任何時候，隨時調低信用限額。建行(亞洲)可在其獨有酌情權下准許交易超出信用限額，公司須就該等交易款項及有關收費及費用(包括過額費用)按本合約的條款獨自負上全責。信用卡會員明白其可透過建行(亞洲)指定之途徑選擇不使用超出限

任何人士或建行(亞洲)的職員或就信用卡或電子服務提供技術支援或其他協助之人士透露用戶姓名及私人密碼的任何資料。

如有關事項實際價值方能作實。以外幣(港幣或人民幣除外)支票所作之償付會否被接受將由建行(亞洲)酌情決定。如建行(亞洲)同意接受以外幣支票償付之方式，則須待該款項收妥以後，方能以建行(亞洲)所獲得的實際金額(扣除所有適用的收費及費用)為限，該賬於有關信用卡賬戶中。該付款是否獲建行(亞洲)接納將受限於建行(亞洲)現行之條款及細則。

- 保安措施** – 信用卡會員及公司不容許任何人士代表其使用電子服務。信用卡會員及公司同意就使用信用卡(亞洲)所提供的網上服務，須受於建行(亞洲)不時列明於其電子渠道的條款及細則所約束。信用卡會員及公司同意，就電子服務而言，使用用戶姓名及私人密碼足以識別其身份。建行(亞洲)如誠信行事，有權按該指示(透過電子服務使用正確用戶姓名及私人密碼作出的指示)行事，而毋須向信用卡會員及／或公司取得任何進一步書面或其他確認，即信用卡會員及公司仍須就該等指示及使用電子服務負責，即使該等指示事實上並非由信用卡會員及／或公司作出或授權。

13. 修改及轉讓

- 修改** – 建行(亞洲)可在其獨有及絕對酌情權下不時及於任何時候修訂本合約及／或服務收費一覽表。信用卡會員及公司明白建行(亞洲)將會就本合約及／或服務收費一覽表每次之修改向信用卡會員及公司發出通知書。如公司等修改關乎服務收費一覽表或會影響收費及費用及信用卡會員及／或公司在本合約下之法律責任或義務，建行(亞洲)於有關修改生效前給予信用卡會員及公司不少於六十(60)天通知，但如有關更改非建行(亞洲)所能控制則屬例外。信用卡會員於上述通知期屆滿後繼續使用信用卡及／或公司沒有全數繳清信用卡賬戶之欠款及所有尚欠之費用及收費，即信用卡會員及公司將被視為已接納建行(亞洲)就本合約所作的所有修改。

如信用卡會員或公司不接受此等修改，信用卡會員或公司可以各自於修改通知書日期起計三十(30)日內以書面通知建行(亞洲)，及連同該信用卡(信用卡剪成兩半)，退還予建行(亞洲)，以終止本合約。公司仍須就終止本合約前之一切收費及費用負責。如修改通知書日期起計的三十(30)日內終止本合約，建行(亞洲)將會按比例向公司退還會員年費及可清楚區分的任何其他定期收費，但如所涉金額大小則屬例外。

- 轉讓及豁免** – 信用卡會員及公司同意，建行(亞洲)有權轉讓、讓出或授出其在信用卡賬戶下或本合約下之一切或部份權利及／或義務，而毋須通知信用卡會員及／或公司。

14. 違約及終止合約

- 終止合約** – 信用卡會員及公司明白信用卡會員或公司可於任何時候向建行(亞洲)發出不少於三十(30)天的書面通知書，以終止信用卡會員之信用卡。建行(亞洲)保留權利以暫停或終止之理由，於任何時候在沒有另行通知的情況下，暫停或終止信用卡會員及信用卡於港幣及海外之使用，而有關終止之通知將送到信用卡會員及／或公司最後提供予建行(亞洲)之地址。在建行(亞洲)之要求下，信用卡(須剪成兩半)必須在終止後退還予建行(亞洲)。

- 終止影響** – 如因任何原因信用卡被建行(亞洲)終止或信用卡會員使用信用卡之權利被撤銷，或在信用卡會員破產、去世，信用卡會員被公司(因任何理由)終止聘用，或信用卡

額之信貸服務。儘管有以上選擇，信用卡會員及公司同意建行(亞洲)仍保留權利按其規定之情況下准許其超出信用限額之交易。

- 信用卡之使用** – 簽發信用卡的目的在使信用卡會員於建行(亞洲)所定之信用限額內支付信用卡會員於期間管公司期間所產生之業務開支，包括在要於於受聘於任何購買貨物及／或服務之價款，所付款項之方式開列於信用卡賬戶內。信用卡會員須以建行(亞洲)滿意之方式開立及維持信用卡賬戶。此信用卡不得轉讓，任何其他人土均不准使用信用卡作記賬、鑑別或任何其他用途。如信用卡會員容許他人使用信用卡或自動放棄管有信用卡，將不會影響信用卡會員或公司向建行(亞洲)支付信用卡任何欠款之付款責任。建行(亞洲)保留權利拒絕處理或支付建行(亞洲)懷疑屬於任何適用法例所指之非法之交易。於現金透支適用之情況下，建行(亞洲)有權決定信用卡會員透過使用信用卡以獲取現金透支之途徑。信用卡會員明白及知悉海外現金透支及海外櫃員機的功能須預先啟動(以不時通知的啟動方式)，方能使用。信用卡不得轉讓。任何其他人土均不准使用信用卡會員之信用卡作記賬、鑑別或任何其他用途。如信用卡會員容許他人使用該信用卡或自動放棄管有該信用卡，公司須就信用卡被使用所引致的所有款項向建行(亞洲)負上全部責任。信用卡不可以被用作支付任何適用法例所指之非法之交易。建行(亞洲)保留權利拒絕處理或支付建行(亞洲)懷疑屬於任何適用法例所指之非法之交易。

4. 收費及費用

- 收費及費用** – 信用卡會員及公司同意以下之收費及費用將從信用卡會員之信用卡賬戶中扣除。詳細的資料載於服務收費一覽表上。信用卡會員及公司確認明白該等收費及費用。

會員年費 – 除另行通告外，建行(亞洲)將收取會員年費。

優惠費用 – 信用卡會員及公司同意，為了享用某些信用卡優惠，信用卡會員及公司須符合有關之條款及細則，否則信用卡會員及公司可能不合乎資格享用該等優惠。或建行(亞洲)將會向信用卡會員及公司收取相關費用(由建行(亞洲)在其酌情權下決定)。

補發新卡費用 – 對於補發新卡，建行(亞洲)將會就每張新卡收取補發新卡費用。

現金透支服務(如適用) – 對於每筆現金透支，建行(亞洲)將收取手續費。

退回賬戶結餘手續費 – 對於退回信用卡賬戶內之任何結存，建行(亞洲)將收取手續費。

信用卡指定地點繳款手續費 – 以每筆繳款交易計算，包括現金及支票繳款，指定地點包括中國建設銀行(亞洲)分行櫃位。

財務費用 – 就**現金透支**交易而言(如適用)，**財務費用**會由透支日期起計算，直至全數清還為止。就**購物被竊**而言，若信用卡會員及公司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，則毋須就月結單上欠款繳付財務費用。若繳付之款項低於月結單上所列之全數欠款(不論是現金透支或購物被竊)，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)：

會員或公司干犯任何欺詐行為、或公司被清盤、或公司之業務被終止或暫停、或產業管理人被委任接管公司之全部或大部份之業務或資產、或本合約被信用卡會員或公司終止；

- 信用卡會員及公司之所有特權將會被禁止(包括但不限於結末使用信用卡)；及
- 公司欠下建行(亞洲)之信用卡之總結欠(不論交易是否已經記入信用卡賬戶，包括利息、費用和會員年費，以及其他收費(不論是香港或海外地方收取的)，在沒有要求或通知下立即到期支付及應立即繳付。

- 賠償** – 在暫停或終止信用卡之使用權利後，信用卡會員及公司共同及各自地對建行(亞洲)須(i)得到保護，使其免受任何追討信用卡總結欠而引致的合理損失(包括所有合理費用(包括按律師與客戶所訂基準計算之律師費)及所有合理的支出)；及(ii)建行(亞洲)得到賠償其於追討信用卡之總結欠時而引致之任何合理損失(包括所承受之全部合理費用(包括按律師與客戶所訂基準計算之律師費)及合理支出)。在欠款償還前，建行(亞洲)有權繼續收取逾期費用。信用卡會員於信用卡被終止後不得繼續使用信用卡，否則即屬不合法。
- 結束信用卡賬戶** – 如信用卡賬戶在終止後尚有結餘，公司須與建行(亞洲)作出安排，在信用卡賬戶終止日期起的六(6)個月內收回該結餘。公司未能於上述指定限期內收回結餘，建行(亞洲)有權(毋須給予事先通知)於公司取回結餘前，從賬戶結餘中扣除賬戶結餘收費及其他因保留該款項而產生之一切合理的行政費用。

15. 通訊

信用卡會員及／或公司須立刻通知建行(亞洲)任何其個人資料之改變(包括居住地址、辦公室或通信地址、及／或電話號碼及任何財務及職業狀況之更改)從而及時收取銀行發出的訊息。信用卡會員及公司明白其各自的通信地址須位於香港。如郵件不能郵遞或遞送至信用卡會員或公司所指定之通信地址，建行(亞洲)有權使用在其記錄中的信用卡會員或公司之任何其他地址。

16. 抵銷權

- 抵銷** – 建行(亞洲)可隨時及在毋須預先通知的情況下，組合或合併任何戶口(以何人類別、任何地方、不論戶口是否由公司個人或與其他他人聯名名義管有，及是否需要通知)，及抵銷、扣除、提款、運用及／或轉移其總額並存入一個或多個戶口中以滿足公司向建行(亞洲)的其他戶口或任何有關的信用卡會員及／或公司的義務及責任，不論該義務及／或責任是否附屬於現在的或將來的、真的或可能發生的、基本的或附屬性的、多項的或共同的、有抵押的或沒有可抵押的，及不論公司以任何身份拖欠建行(亞洲)的所有義務及責任，並且，若組合、合併、抵銷、扣除、提款、申請或轉移涉及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)，如聯屬名戶口，建行(亞洲)可行使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信用卡會員及／或公司在建行(亞洲)的義務及責任。建行(亞洲)將在合理可行的最短時間內向公司通告有關此條款之執行

16. 抵銷權

- 抵銷** – 建行(亞洲)可隨時及在毋須預先通知的情況下，組合或合併任何戶口(以何人類別、任何地方、不論戶口是否由公司個人或與其他他人聯名名義管有，及是否需要通知)，及抵銷、扣除、提款、運用及／或轉移其總額並存入一個或多個戶口中以滿足公司向建行(亞洲)的其他戶口或任何有關的信用卡會員及／或公司的義務及責任，不論該義務及／或責任是否附屬於現在的或將來的、真的或可能發生的、基本的或附屬性的、多項的或共同的、有抵押的或沒有可抵押的，及不論公司以任何身份拖欠建行(亞洲)的所有義務及責任，並且，若組合、合併、抵銷、扣除、提款、申請或轉移涉及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)，如聯屬名戶口，建行(亞洲)可行使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信用卡會員及／或公司在建行(亞洲)的義務及責任。建行(亞洲)將在合理可行的最短時間內向公司通告有關此條款之執行
- 留置權** – 公司現授權建行(亞洲)行使留置權以接管擁有或控制公司於建行(亞洲)存放的所有資產，(不管該資產以任何理由，或是否與一般性的銀行業務往來相關)，

- (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月結單日起計息直至所有款項清還為止；及**

- (ii) 所有前一個月月結單日後記誌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。**

兌現外幣支票手續費 – 對於兌現外幣支票(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。**逾期費用** – 如公司未能於月結單所示之「到期繳款日」或之前全數繳付月結單列明之「最低付款額」，建行(亞洲)將會收取逾期費用。

過額費用 – 如賬戶總結欠超出該信用卡賬戶之信用限額，建行(亞洲)將會就每個月結單收取過額費用。

處理爭議事項手續費 – 如證實為無根據之爭議交易，本公司將收取處理爭議事項手續費。

月結單檢索費 – 對於月結單檢索，建行(亞洲)將會就每份收取手續費。

公司同意支付建行(亞洲)不時指明的其他合理費用及收費(包括但不限於(i)有關處理現金付款時所收取之其他收費及費用；及(ii)於任何有關信用卡的申請表格、產品單張或其他有關的宣傳或推廣資料內所列明的收費及費用)。

- 付款次序** – 收費及費用須以建行(亞洲)不時指明及其日常事務規程及程序所接受之方法及方式繳付。信用卡會員所支付之任何款項須按下述先後次序支付：

- 逾期費用及過額費用；之後
- 現金透支費用；之後
- 購物單據檢查費，補發新卡費用，月結單檢查費及其他費用及收費；之後
- 會員年費；之後
- 現金透支利息財務費用；之後
- 購物券類利息財務費用；之後
- 分期付款之每月供款金額；之後
- 最高實際年利率之未清還金額；之後
- 其他未清還金額(依其適用的實際年利率，按遞降次序支付)；和，最後
- 任何其他根據本合約的應繳款項。

為免存疑，在(viii)及(ix)條所指之未清還金額包括於不時指出的優惠計劃(如有的話)之下結欠金額及購物發號之結欠金額。

5. 失責及賠償

- 失責** – 如信用卡會員及公司未能按本合約履行任何付款之責任，信用卡會員使用信用卡之權利會被撤銷或被暫停。公司有責任即時繳付信用卡之所有欠款(不論交易是否已經記入信用卡賬戶)，包括利息、所有費用及全數會員年費、逾期費用及其他收費(不論在香港或外地)。

- 追討費用** – 如建行(亞洲)需要將追討信用卡會員信用卡賬戶欠款之事宜委託追討代理人及／或律師，公司須獨自負擔支付該追討代理人及／或律師之合理收費及費用及建行(亞洲)因追討款項及強制執行其權利所產生之合理成本及支出。

建行(亞洲)有權實施該資產，如有需要，更可使用其淨收入以償還公司向建行(亞洲)應履行的義務及／或責任。

- 其他權利** – 建行(亞洲)於第 16 項條文下的權利是額外及沒有損害任何由法律授予建行(亞洲)的留置權或其他權利。建行(亞洲)的權利可適用於所有公司向建行(亞洲)的債務，無論該債務或其他部份是由任何戶口或以任何形式出現。

17. 口頭指示

在提供信用卡服務的過程中，建行(亞洲)(但並非必須)可能需要以錄音方式記錄信用卡會員及公司所給予的口頭指示，及／或信用卡會員或公司與建行(亞洲)之間就該服務的口頭通訊。口頭指示只能根據建行(亞洲)不時定明的程序及方式發出及接受。信用卡會員及公司同意在合理查核身份(i)任何由信用卡會員或公司發出的任何口頭指示，必須得到建行(亞洲)之書面同意才能撤銷；(ii)建行(亞洲)有權根據該口頭指示行事；及(iii)信用卡會員及公司須受任何以口頭指示而完成之交易約束，除非建行(亞洲)在處理該交易中有任何故意失責或疏忽。

18. 通知

- 任何通知、要求或其他通訊**可送至信用卡會員及公司最後為建行(亞洲)所知道的地址或傳真號碼。書面通知、要求或其他通訊在下列情況即視為已經正式發出，並為其收受：(i) 如專人送遞、在送遞之時；
- 如以預付郵遞，在郵寄日後的第 3 個營業日；及
- 如以電郵、短訊或傳真方式傳送，則在發出之時。

信用卡會員及公司知悉建行(亞洲)可以透過電子方式通知其有關信用卡服務之事宜。信用卡會員及公司同意承擔以下電子方式通知之風險：通知於傳送過程中出現未經授權的干擾或截取；資料及資訊於傳送過程中損壞或遺失；檔案、附件或通知被延誤或未能接收；因通知而傳播的電子病毒；檔案或資料損壞及系統故障。信用卡會員及公司同意建行(亞洲)毋須負上或承擔任何損失或損害之責任。

- 在不影響以上第 18.1 條規的情況下，所有由建行(亞洲)發出並受本合約規限的任何賬戶、服務或收費及費用的通知或宣佈，如按以下方式處理，即視為已有效發出，並對信用卡會員及公司具約束力：(i) 建行(亞洲)在其分行展示該等通知或宣佈；或(ii) 建行(亞洲)於香港每日流通的報紙登載或展示該等通知或宣佈；

- (iii) 建行(亞洲)以普通郵遞方式將通知或宣佈寄往其最後為建行(亞洲)所知道的地址；或
- (iv) 建行(亞洲)以電郵方式將通知或宣佈發送往其最後為建行(亞洲)所知道的電郵地址；或
- (v) 建行(亞洲)以短訊方式將通知或宣佈發送往其最後為建行(亞洲)所知道的手机電話號碼；或
- (v) 通過建行(亞洲)提供的電子服務就運作交易的在銀行的電子渠道上放置或展示該等通知或宣佈，無論信用卡會員及公司是是否查看有關該等通知。

- 建行(亞洲)向信用卡持有人提供訊息時，有可能以電子格式作為唯一的通知方式。如信用卡持有人欲以紙本格式收取相關訊息，可聯絡建行(亞洲)索取。

- 賠償** – 如建行(亞洲)由於使用信用卡之任何交易，或信用卡會員及公司未能履行本合約之任何之條款，因而引致任何合理損失、損害、收費及費用(包括所有合理的訴訟費、法庭收費、律師費及債務追討代理人的費用及支出)，公司將在建行(亞洲)要求下獨自全數賠償予建行(亞洲)。

6. 個人私隱

- 私隱通知** – 信用卡會員明白、確認及同意，建行(亞洲)可以並可一直按建行(亞洲)不時給予其客戶之聲明、通告、私隱通知或條款及細則列明之有關使用及透露個人資料政策中所載之用途及人士、收集、使用、儲存、轉交及披露(不論在香港或外地)個人資料。因此建行(亞洲)可以向信貸資料機構、他／她之僱主(包括但不限於公司)、銀行、任何建行(亞洲)之聯營機構或同集團公司、政府及監管機構、代理人、承包商及第三方支付服務供應商及在拖欠債務的情況下，向債務追討代理人、收費或提供個人資料。

- 信貸資料機構** – 在不影響前述條文的原則下，信用卡會員授權建行(亞洲)向以下人士或機構，保密地透露或轉交個人資料及其信用卡賬戶資料：(i)為信用卡會員提供及負責保留有關信用卡賬戶運作之行政服務及資料保管，及提供信用卡推廣服務之任何第三服務供應商(不論在香港境內與否)；(ii)建行(亞洲)之聯營機構、同集團公司或代理；(iii)公司或其名稱或標誌顯示在信用卡上的任何世界各地的公司；及(iv)任何建行(亞洲)不時指定之第三方支付服務供應商。信用卡會員進一步授權建行(亞洲)使用及透露信用卡會員之個人資料資料

CCB (ASIA) BUSINESS CARD AGREEMENT

Effective Date: July 3, 2025

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT THE CARDMEMBER AND THE COMPANY THOROUGHLY UNDERSTAND THE TERMS AND CONDITIONS SET OUT BELOW. IF AT ANY TIME ANY CARDMEMBER OR THE COMPANY DOES NOT ACCEPT ANY OF THE TERMS AND CONDITIONS, THE CARDMEMBER AND/OR THE COMPANY SHOULD OUT THE CARD IN HALF AND NOTIFY CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED. THIS DOCUMENT, TOGETHER WITH THE FEE SCHEDULE, COMPRISE CCB (ASIA) BUSINESS CARD AGREEMENT (AGREEMENT). THE CARDMEMBER AND THE COMPANY'S USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING THE CARD ACCOUNT) WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND CONDITIONS AND WILL BIND THE CARDMEMBER AND THE COMPANY.

1. DEFINITIONS

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

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

"Card" means any CCB (Asia) Business Credit Card (including any replacement and subsequently renewed credit card) issued by CCB (Asia) (including without limitation, UnionPay Credit Card, comprising a HKD Card Account and a RMB Card Account).

"Cardmember" means a staff member of the Company to whom the Card is issued.

"Card Account" means the account with CCB (Asia) in respect of the Card.

"Company" means each Company (including its successors) which has executed an agreement in relation to a Card with CCB (Asia).

"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 for Business Card (as amended or modified from time to time), a copy of which is available by calling the CCB (Asia) UnionPay Dual Currency Credit Card 24-Hour Customer Service Hotline at 317 95688 or from our website www.asia.ccb.com (if applicable).

"Fees and Charges" mean the fees and charges set out in the Fee Schedule and such other fees, charges and monies payable by the Company under this Agreement.

"HKD" means Hong Kong Dollar(s) being the lawful currency of Hong Kong.

"HKD Card Account" means an account in HKD opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.

"He/she", "his/her" and "himself/herself" mean the Cardmember.

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

"JETCO" means Joint Electronic Teller Services Limited.

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

"Mainland China" means the People's Republic of China excluding Hong Kong and Macau.

"Password" means the identification made available to or selected by the Cardmember and/or the Company and used (together with the Username), to access the Electronic Service.

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

"PIN" means all personal identification number(s) selected by the Cardmember for the purpose of identifying him/her for certain transactions made through the use of the Card.

"RMB" means Renminbi, being the lawful currency of Mainland 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 statement or other statement arising from the Card Account sent by CCB (Asia) to both the Cardmember and the

Company setting out, among other things, the charges and other financial liabilities owed as at that date by the Company.

"UnionPay" means China UnionPay Company Limited, a joint stock limited liability company incorporated in Mainland China.

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

2. CCB (ASIA) BUSINESS CREDIT CARD

The Card is issued by CCB (Asia) to the Cardmember at the request of the Company. The approval of any and all Card applications shall be at the sole and absolute discretion of CCB (Asia).

3. USE OF THE CARD

3.1 The Card - The Card, including any replacement and subsequently renewed Card, remains the property of CCB (Asia) at all times and shall be returned to CCB (Asia) immediately upon request. The Cardmember shall sign and activate the Card immediately upon receipt of the same and keep the Card in a safe place. The Cardmember shall also notify CCB (Asia) as soon as possible when the Cardmember discover any unusual or suspicious transactions on my credit card. The Company shall be liable for all losses as a result of any failure or delay in so doing.

At the sole and absolute discretion of CCB (Asia), CCB (Asia) may terminate or cancel the Card, or vary any terms and conditions of any Card privilege of the Cardmember, at any time and for any reason (including, without limitation, where CCB (Asia) has received any request from the Company to terminate or cancel the Card), by reasonable notice which shall be given by display, advertisement or other means as CCB (Asia) thinks fit. Any such termination or cancellation or variation of terms and conditions shall take effect on the date indicated in such notice, and any variation of terms and conditions shall be binding on the Cardmember and the Company if the Cardmember continues to retain or use the Card after the effective date of such variation.

The Cardmember understands that the Card is to be used for the sole purpose of paying for business expenses incurred during the course of his/her employment with the Company. The Company shall in its sole and absolute discretion determine the scope of business expenses which may be settled by the Cardmember with the Card, and the Cardmember shall reimburse the Company for any and all costs and/or expenses falling outside such scope incurred by the Company in relation to the Card. For the avoidance of doubt, any and all disputes between the Cardmember and the Company in relation to the Card or any use thereof (including, without limitation, any dispute on whether a particular amount, charge and/or fee arising out of the use of the Card falls within the scope of business expenses as determined by the Company) shall be resolved solely between the Cardmember and the Company, and shall not in any way affect any payment or other obligation of the Company under this Agreement.

3.2 Password, Biometric Credential Authentication and one-time password - The Cardmember shall handle with due care any Password provided for use with the Card and keep such Password (if applicable) confidential. Also, the Cardmember shall carefully handle any authentication factors, including Biometric Credential Authentication and one-time passwords. In addition, the Cardmember agrees:

Password

- to destroy the original printed copy of any Password;
- not to allow anyone else to use the Card or any Password;
- not to write down any Password on the Card or on anything usually kept with or near the Card;
- not to write down or record any Password without disguising it;
- that whenever he/she chooses a Password, he/she will not choose a number that is likely to be guessed by a third party (e.g. he/she will not choose his/her birthday or the birthday of a relative or any part of any of his/her telephone number(s) and
- not to use the Password for accessing other services (for example, connection to the internet or accessing other websites).

time to time without dispute. Payment is only treated as effective once the relevant funds have been received for value by CCB (Asia). Card Account payment made by check(s) in currency other than HKD or RMB is accepted at the discretion of CCB (Asia). If CCB (Asia) agrees to accept such payment method, only the net amount actually received (less all applicable Fees and Charges) will be credited to the relevant Card Account(s).

3.3 Excess Credit - CCB (Asia) may retain in the Card Account or return to the Company, by such means as CCB (Asia) may determine, any excess sum deposited in settlement of the outstanding balance of the Card Account. Subject to CCB (Asia)'s rights under Clause 16 below, any excess payment in HKD Card Account shall not be used to settle any outstanding balance of RMB Card Account, and vice versa, unless the Company request otherwise and as approved by CCB (Asia).

9. STATEMENTS OF ACCOUNT

9.1 Statement of Account - A Statement of Account will normally be issued at monthly intervals unless (i) there are no entries covering the relevant statement period and (ii) the HKD and/or RMB Card Account (if applicable) has a debit balance of less than HK\$10/RMB10 or has a credit balance in HKD and/or RMB Card Account. In case the Cardmember or the Company does not receive the Statement of Account (other than due to the preceding provision), the Cardmember or the Company shall immediately inform CCB (Asia) in writing. In the absence of any report of non-receipt of the Statement of Account, the Cardmember and the Company shall be deemed to have received the same. The Statement of Account shall form an integral part of this Agreement. If there is any conflict between the terms and conditions of the Statement of Account and this Agreement, this Agreement shall prevail.

9.2 Errors in the Statement of Account - The entries in the Statement of Account are presumed true and correct unless the Cardmember or the Company notifies CCB (Asia) in writing of any error or omission therein within sixty (60) days from the date of the Statement of Account. If no error is reported within the said period, the entries in the Statement of Account are deemed to be conclusively true and correct and binding on the Cardmember and the Company. The Cardmember and the Company hereby waive the need for any presentation of the charge/sales slips in proof of transactions set out in the Statement of Account.

10. OVERSEAS TRANSACTIONS

Save and except for transactions effected in RMB and transacted in Mainland China, all transactions effected in a currency other than HKD including transactions effected in RMB transacted in territories outside Mainland China, including without limitation, Hong Kong or Macau, are converted from the transaction currency into HKD and charged to HKD Card Account based on the exchange rate adopted by UnionPay's prevailing exchange rate on the date of conversion. The Cardmember or the Company agrees to accept UnionPay's exchange rates as quoted from time to time without dispute.

11. INSURANCE OFFERS

The Cardmember and the Company understand that CCB (Asia) may arrange or extend benefits or protection for the Cardmember through insurance policies issued by third party insurance companies. Unless specifically stated otherwise, the relevant marketing or promotional materials, fact sheets and summaries are generally given or distributed for descriptive purpose and only for ease of understanding the applicable terms, conditions or exclusions of the insurance policy. CCB (Asia) has no responsibility or role in describing, endorsing or otherwise promoting such insurance products. The Cardmember and the Company shall address all enquiries/requests to the licensed representatives of the relevant insurance company named in such materials. Such marketing or promotional materials, fact sheets and summaries cannot and are not intended to replace the exact terms, conditions or exclusions of the relevant insurance policy.

12. ELECTRONIC SERVICE

12.1 Username and Password - In connection with the use of the Electronic Service, the Cardmember and the Company shall take all reasonable steps to safeguard and ensure the confidentiality of the Username and Password at all times. In particular, the Cardmember and the Company shall not

Biometric Credential Authentication

- The device only stores the Cardmember's Biometric Credential Authentication.
- If the Cardmember has twins or similar-looking siblings, avoid using facial recognition function.

One-time password

- Do not share one-time password with anyone (including friends or family) or make it public on social media.
- Do not store one-time password.

The Company shall be solely liable for all losses resulting from any failure by the Cardmember to choose a Password, or handle the Card or Password or Biometric Credential Authentication or one-time password, with due care, and agrees to accept full and sole responsibility for all consequences, losses and/or liabilities arising or incurred as a result of the Password or Biometric Credential Authentication or one-time password being known to another person for whatever reason (other than negligence of CCB (Asia) and shall indemnify CCB (Asia) for any loss or damage reasonably incurred by reason thereof.

3.3 Validity - The Card shall remain valid until the last day of the month indicated thereon (unless terminated earlier).

3.4 Expiry And Renewal - The renewal of the Card shall be at CCB (Asia)'s sole and absolute discretion. If the Card is not renewed, the whole outstanding balance under the Card Account becomes due and payable immediately. The Cardmember must return the Card to CCB (Asia) if CCB (Asia) so requests. Any renewal of the Card is subject to the right of the Cardmember and/or the Company to cancel the Card by giving CCB (Asia) written notice within thirty (30) days from the date of renewal, in which event the Company shall not be liable to pay any Annual Fee (as defined in Clause 4 below).

3.5 Merchant Affiliates - Neither the Cardmember nor the Company shall hold CCB (Asia) liable or responsible if (i) the Card is not accepted or honored by any merchant affiliate for any reason whatsoever, and/or (ii) CCB (Asia) refuses at its sole and absolute discretion to grant credit authorization for any purchase notwithstanding the availability of credit in favour of the Cardmember under his/her Card Account. In case the Cardmember and the Company wish to cancel any direct debit transaction(s) or authorization(s) effected in respect of the use of the Card with any merchant, the Cardmember and the Company shall arrange cancellation by sending a written instruction with the relevant merchant directly. The Cardmember and the Company should understand that even if a request has made to CCB (Asia) for the cancellation of the direct debit transaction(s) or authorization(s), this does not mean that the service agreement that the Cardmember and the Company has entered into with the merchant is cancelled. Furthermore, neither the Cardmember nor the Company will hold CCB (Asia) liable or responsible in respect of any product or service purchased through the Card or any benefits given to the Cardmember or his/her nominees (if permitted). The existence of any claims or disputes between any merchant affiliate and the Cardmember shall not relieve any obligation on the Company to settle any sum outstanding with CCB (Asia).

3.6 Credit Limit - CCB (Asia) shall have sole and absolute discretion in determining the Cardmember's credit limit to the Card Account. The Cardmember will be given a credit limit expressed in Hong Kong Dollars (if applicable, inclusive of cash advance limit), which will be the maximum allowable outstanding balance given to the Cardmember at any time. For details of the maximum allowable outstanding balance and credit limit, the Cardmember may contact CCB (Asia). The Cardmember shall strictly observe such credit limit. CCB (Asia) reserves the right to decrease the credit limit at any time and from time to time. CCB (Asia) may at its sole discretion permit transaction to be effected in excess of the credit limit and the Company shall be solely liable for such transaction and the related fees and charges (including the Overlimit Fee) in accordance with the terms of this Agreement. The Cardmember understands that he/she may elect to opt out of the over-the-limit facilities at any time by such means as CCB (Asia) may determine. Notwithstanding the foregoing, the Cardmember and the

disclose any details of the Username and Password to anyone else, or to a member of CCB (Asia)'s staff, or to anyone giving helpdesk or other assistance in connection with the Card or the Electronic Service.

12.2 Security Measures - The Cardmember and the Company shall not allow anyone else to operate the Electronic Service on their behalf. The Cardmember and the Company agree that they will be bound by the terms and conditions in respect of their use of the Electronic Services provided by CCB (Asia) as set out in the relevant electronic channels of CCB (Asia) from time to time. The Cardmember and the Company agree that the use of the Username and Password for the Electronic Service is adequate identification of themselves. CCB (Asia), acting in good faith, is entitled to rely and act on instructions (given using the correct Username and Password via the Electronic Service) without obtaining any further written or other confirmation from the Cardmember and/or the Company, and the Cardmember and the Company shall nonetheless be responsible for all such instructions given through and the use of the Electronic Service even if those instructions are not actually given or authorized by the Cardmember and/or the Company.

13. AMENDMENTS AND ASSIGNMENT

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

If the Cardmember or the Company does not accept any amendment, either of them may terminate this Agreement by giving CCB (Asia) written notice within thirty (30) days after the date of the notice of amendment and by returning the Card (which should be cut into halves) to CCB (Asia). The Company will still be responsible for all Fees and Charges incurred before any termination of this Agreement provided that where termination is effected within thirty (30) days from the date of the notice of the amendment, CCB (Asia) will repay the Company the Annual Fee and any other periodic fee which can be separately distinguished on a pro rata basis unless the amount involved is minimal.

13.2 Assignment and Waiver - The Cardmember and the Company hereby agree that CCB (Asia) may assign, discount or otherwise transfer part or all of its rights and/or obligations under the Card Account or this Agreement without notice to the Cardmember or the Company.

14. BREACH AND TERMINATION

14.1 Termination - The Cardmember and the Company understand that either of them may at any time terminate the Card by giving CCB (Asia) not less than thirty (30) days' written notice of termination. CCB (Asia) may, at its sole and absolute discretion, suspend or terminate, at any time and without notice, the Cardmember's right to use the Card in Hong Kong and abroad and, by any reason of the suspension or termination, CCB (Asia) reserves the right at any time to terminate Cardmember's Card by giving notice to Cardmember's and/or Company's last known address. Upon request by CCB (Asia), the Card (which should be cut into halves) must be returned to CCB (Asia) after termination.

14.2 Effect of Termination - If for any reason the Card is terminated by CCB (Asia) or the Cardmember's right to use the Card is revoked or on the bankruptcy or death of the Cardmember or on the termination of the employment of the Cardmember with the Company (for whatever reason) or upon any act of fraud committed by the Cardmember or the Company or upon any winding-up of the Company or upon any termination or suspension of the Company's business or appointment of a receiver over all or a substantial part of the

Company agree that CCB (Asia) still reserves the right to permit transaction to be effected in excess of the credit limit under such circumstances as CCB (Asia) may prescribe.

3.7 Use of Card - The Card is issued only for the use of the Cardmember, subject to the credit limit set by CCB (Asia), in connection with business expenses incurred by the Cardmember during the course of his/her employment with the Company including the payment for any purchase of goods and/or services made during the course of his/her employment with the Company, payment for which will be charged to the Card Account. The Cardmember shall open and maintain the Card Account to the satisfaction of CCB (Asia). In the case where cash advance is available, CCB (Asia) is entitled to determine the channel through which the Cardmember can obtain cash advance by using the Card. The Cardmember understands and acknowledges that prior activation (in the manner as from time to time indicated by CCB (Asia)) shall be made before overseas cash advance and overseas Automatic Teller Machine (ATM) functions are available.

The Card is not transferable. No other person is permitted to use the Card for charges, for identification or for any other purpose. If the Cardmember has let someone else use the Card or has voluntarily relinquished physical possession of the Card, this will not affect any liability on the Company to CCB (Asia) for payment for all charges made with the Card. CCB (Asia) reserves the right to decline processing or paying any transaction which CCB (Asia) suspects to be an unlawful transaction under any applicable law.

4. FEES AND CHARGES

4.1 Fees And Charges - The Cardmember and the Company agree that the following Fees and Charges, shall be levied on the Card Accounts. FULLER DETAILS ARE SHOWN IN THE FEE SCHEDULE. THE CARDMEMBER AND THE COMPANY CONFIRM THAT THE CARDMEMBER AND THE COMPANY UNDERSTAND THESE FEES AND CHARGES.

Annual Membership Fee - Unless informed otherwise, an annual fee will be chargeable.

Benefits Fees - The Cardmember and the Company agree that the Cardmember and the Company will be subject to the applicable terms and conditions for the enjoyment of certain Card benefits, failing which agreement, the Cardmember and the Company will not be eligible to enjoy such benefits or the Cardmember and the Company will be charged the relevant fees (as determined by CCB (Asia) at its discretion).

Card Replacement Fee - A card replacement fee will be charged per replacement Card.

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

Credit Balance Refund Handling Fee - Withdrawal of any credit balance of the Card Account will be subject to a handling fee.

Credit Card Repayment Service Fee at Designated Payment Affiliates - Per payment transaction including each cash payment and each check payment, the Designated Payment Affiliates include branches of China Construction Bank (Asia).

Finance Charge - In respect of cash advance (if available), the finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if the Company pays the outstanding balance in full on or before the payment due date (each as shown in the Statement of Account), no finance charge will be levied. If (for a cash advance or retail purchase) the amount paid is less than the whole outstanding balance, a finance charge will be applied (at the interest rate shown on the Fee Schedule) based on:

- the unpaid balance (shown in the previous Statement of Account) from the Statement Date immediately preceding the Payment Due Date (shown in that Statement of Account) until payment in full; and
- the amount of each new transaction being posted since the Statement Date, from the transaction date until payment in full.

Foreign Currency Check Processing Fee - Foreign currency checks (which we may at our discretion accept) will be processed subject to a handling fee.

Company's business or assets or upon termination of this Agreement by the Cardmember or the Company or otherwise, then:

- all rights and privileges of the Cardmember and the Company shall be terminated automatically (including, without limitation, the closing of the Card Account); and
- the entire obligation of the Company to pay to CCB (Asia) the total amount charged to the Card (regardless of whether or not the purchase transactions made have been posted to the Card Account), including the interest, all fees and the annual fee, and other charges whether made in Hong Kong or abroad, shall become immediately due and payable without demand or notice.

14.3 Indemnity - Upon suspension or termination of the Card, the Cardmember and the Company shall jointly and severally (i) hold CCB (Asia) free and harmless from any reasonable loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to the Card and (ii) keep CCB (Asia) indemnified for such reasonable amount of loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to the Card. Pending such repayment, CCB (Asia) will be entitled to continue charging a late charge. Continued use of a terminated Card is strictly prohibited and may be unlawful.

14.4 Closed Card Account - In case there are credit balances remaining after the Card Account is closed, the Company shall make appropriate arrangement with CCB (Asia) and collect the remaining credit balance within six (6) months from the date when the Card Account is closed. Otherwise, CCB (Asia) may (without prior notice) deduct from such remaining credit balance all reasonable administrative costs incurred by CCB (Asia) thereafter in maintaining such monies pending the Company's collection.

15. COMMUNICATION

The Cardmember and/or the Company shall promptly notify CCB (Asia) of any change in the Personal Data (including residence, office or mailing address and/or telephone number(s) and any change in financial and employment status in order to receive the messages from the Bank in a timely manner. The Cardmember and the Company understand that their respective mailing addresses shall always be in Hong Kong. In case the chosen mailing address of the Cardmember or the Company is not accessible through mail or delivery, CCB (Asia) has the option to use any other address(es) of the Cardmember or the Company which CCB (Asia) may have in its records.

16. SET-OFF

16.1 Set Off - CCB (Asia) may, at any time without prior notice, combine or consolidate any accounts (of whatever nature, wherever situated, whether in the sole name of the Company solely or jointly with other(s) and whether subject to notice or not), and set-off, debit, withhold, apply and/or transfer any sum standing to the credit of one or more of the accounts in or towards satisfaction of obligations and/or liabilities of the Company to CCB (Asia) on any other account or in any other respect whatsoever, whether such obligations and/or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owed by the Company to CCB (Asia) in whatever capacity, and where such combination, consolidation, set-off, debit, withholding, application or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by CCB (Asia) prevailing in the relevant foreign exchange market at the relevant time. In the case of a joint account, the Company agrees that CCB (Asia) may exercise its rights herein and apply any credit balance in such joint account in or towards satisfaction of any obligations and/or liabilities owed to CCB (Asia) by the Cardmember and/or the Company or by the other joint account holder(s). The Company understands that CCB (Asia) shall, as soon as practicable, give notice to the Company of any exercise of its right under this clause.

16.2 Lien - The Company hereby authorizes CCB (Asia) to exercise a lien over all of property of the Company coming into the possession or control of CCB (Asia) for any reason whatsoever, whether or not in the ordinary course

Late Payment Fee - If the Company fails to pay in full "Minimum Payment" on or before the "Payment Due Date", each as set out in the Statement of Account, in respect of HKD Card Account and/or RMB Card Account, a late charges will be imposed.

Overlimit Fee - An overlimit fee will be charged once per each Statement of Account if the outstanding balance exceeds the prescribed credit limit for the Card Account.

Dispute Handling Fee - Dispute Handling Fee will be levied if it is proved the disputed transaction is unfounded.

Statement Retrieval Fee - Retrieval of a copy of a Statement of Account will be subject to a handling fee.

The Company agrees to pay such other reasonable fees and charges as notified by CCB (Asia) from time to time (including, without limitation, (i) fees and charges relating to the processing of cash payments; and (ii) fees and charges specified in any application form, product feature leaflet or other relevant marketing or promotional materials in relation to the Card).

4.2 Payment Order - Payment of the Fees and Charges shall be made by such means and in such manner as CCB (Asia) may from time to time specify and will be accepted subject to CCB (Asia)'s regular business practices and procedures. Any payment made shall be applied in settling Cardmembers' Card Accounts in the following sequence:

- late payment fee and overlimit fees; then
- cash advance fee, then
- sales draft retrieval fee, card replacement card fee, statement retrieval fee and other fees and charges; then
- annual membership fee; then
- finance charge for cash advance interest; then
- finance charge for interest on purchases; then
- monthly installments balance; then
- outstanding balance with the highest Annualized Percentage Rate (APR); then
- any remaining portion to the other outstanding balances in descending order based on the applicable APR(s); then
- any other amount payable under this Agreement.

For the avoidance of doubt, the balances under clauses (viii) and (ix) include the amount(s) payable under promotion program(s), if any, that may be implemented from time to time, outstanding balance in respect of purchases.

5. DEFAULT AND INDEMNITY

5.1 Default - In case of any default of the payment obligation under this Agreement or any other provision hereof by the Cardmember and/or the Company, the right of the Cardmember to use the Card may be revoked or suspended. The Company shall also immediately be liable to pay the total amount charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including the interest, all fees and the full annual fee, late charges and other charges whether made in Hong Kong or abroad.

5.2 Collection Costs - If CCB (Asia) refers the collection of Cardmember's Card Account to a collection agency and/or through a lawyer, the Company shall be solely liable to pay the reasonable costs and expenses of engaging such collection agency and/or lawyer and such other reasonable costs and expenses reasonably incurred by CCB (Asia) in recovering such payment and enforcing CCB (Asia)'s rights under this Agreement.

5.3 Indemnity - The Company shall solely hold CCB (Asia) harmless and indemnify CCB (Asia) on a full indemnity basis, on demand, for such reasonable amount of loss, damage, costs and expenses, legal or otherwise (including all reasonable legal costs and expenses on a solicitor and own client basis, and debt collection agency's reasonable costs and expenses) which CCB (Asia) may reasonably incur by reason of any default by the Cardmember and/or the Company of any provision of this Agreement.

of banking or credit card business, with power for CCB (Asia) to sell or otherwise realize such property, if necessary, and apply the net proceeds to satisfy any of the obligations and/or liabilities of the Company to CCB (Asia).

16.3 Other Rights - The rights of CCB (Asia) under this Clause 16 shall be in addition and without prejudice to any lien or other right whatsoever to which CCB (Asia) may be entitled by law and shall apply to all the liabilities of the Company to CCB (Asia), whether such liabilities or any of them arise on any account or in any other respect or manner whatsoever.

17. VERBAL INSTRUCTIONS

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

18. NOTICES

18.1 Any notice, demand or other communication may be sent to the Cardmember and the Company in writing to their last known address, by e-mail to their last known email address, by short message service to their last known mobile number or by facsimile to their last known facsimile number. Written notice, demand or other communication shall be deemed to have been duly sent to and received by them.

- if delivered personally, at the place of delivery;
- if sent by letter post/prepaid, on the third business day after posting; and
- if sent by email, short message service or facsimile transmission, at the time of dispatch.

The Cardmember and the Company acknowledge that CCB (Asia) may communicate with them electronically in connection with the Card services. They agree to accept the risks of unauthorized interference or interception, corruption or loss of data or information in transmission, delay or non-delivery of any file, attachment or communication, transmission of virus, corruption of file or data and failure of system. The Cardmember and the Company agree that CCB (Asia) shall not be liable for any loss or damage arising thereon.

18.2 Without prejudice to Clause 18.1, all notices or announcements by CCB (Asia) in connection with any of the accounts, services or fees and charges governed by this Agreement shall also be deemed duly given or made or effective and binding on the Cardmember and the Company if CCB (Asia) has:

- displayed the notice or announcement at CCB (Asia)'s branches; or
- advertised the notice or announcement in a daily newspaper circulating in Hong Kong; or
- sent the notice or announcement by ordinary mail to their last known address; or
- sent the notice or announcement by e-mail to their last known e-mail address; or
- sent the notice or announcement by short message service to their last known mobile number; or
- in relation to transaction operated through Electronic Service provided by CCB (Asia), put the notice or announcement on CCB (Asia)'s electronic channels whether or not the Cardmember and the Company have retrieved or read the notice.

18.3 CCB(Asia) may use electronic means as the only means of communication for provision of information to Cardholder. If Cardholder wishes to receive relevant information in paper form, Cardholder may contact CCB (Asia) for request.

6. DATA PRIVACY

6.1 Privacy Notice - The Cardmember acknowledges, confirms and agrees that CCB (Asia) may and may continue to obtain, use, store, transfer and disclose (whether within or outside Hong Kong) Personal Data for such purposes and to such persons in accordance with its policies on the use and disclosure of personal data as set out in the statements, circulars, privacy notices or terms and conditions from time to time made available by CCB (Asia) to its customers. Accordingly, CCB (Asia) may obtain the Personal Data from, or provide the Personal Data to, among others, credit reference agencies, his/her employer(s) (including, without limitation, the Company), banks, any affiliate, group companies of CCB (Asia), government and regulatory bodies, agents, contractors and third party service providers and, in the event of default, debt collection agencies.

6.2 Transfer of Personal Data - Without prejudice to the foregoing, the Cardmember authorizes CCB (Asia) to disclose or transfer the Personal Data and the information about his/her Card Account confidentially to (i) any third party service provided (located in Hong Kong or otherwise) employed by CCB (Asia) to provide the Cardmember with administrative services and retain such relevant records in connection with the operation of Card Accounts and marketing of Card Account services; (ii) any affiliate, group companies or agents of CCB (Asia) or its licensees worldwide; (iii) the Company or any third party whose name or logo appears on the Card worldwide; and (iv) any third party service providers as CCB (Asia) may from time to time select.

The Cardmember further authorizes CCB (Asia) to use and disclose the Personal Data and the information provided in connection with his/her Card Account for the purpose of updating and/or verifying any and all of his/her personal information that may be held by any affiliate, group companies or agent of CCB (Asia), marketing purposes (including, without limitation, (i) the marketing of products and/or services of any affiliate, group companies or agent of CCB (Asia) and/or selected business partners; and/or (ii) the exchange of non-financial information with any affiliate, group companies or agent of CCB (Asia) and/or selected business partners) and any other purpose as CCB (Asia) may from time to time notify the Cardmember.

6.3 Right to Request Access - The Cardmember confirms that he/she is aware of his/her entitlement at any time to request access to information held by CCB (Asia) about his/her Card Account and update and correct such information. CCB (Asia) may impose a reasonable charge to cover the costs of complying with such requests. Requests should be addressed to CCB (Asia) and marked for the attention of the Data Protection Officer (Address: China Construction Bank (Asia) Corporation Limited, 19th Floor, CCB Centre, 18 Wang Chau Road, K