

**Industrial and Commercial Bank of China (Asia) Limited  
Credit Card Cardholder Agreement  
- UnionPay Dual Currency Credit Card**

**IMPORTANT:**

PLEASE READ THIS CARDHOLDER AGREEMENT (APPLICABLE TO UNIONPAY DUAL CURRENCY, HONG KONG DOLLARS AND REMINBI DOLLARS CREDIT CARDS) THOROUGHLY BEFORE USING OR SIGNING A CARD OR USING ANY OF THE SERVICES. BY USING OR SIGNING OR RETAINING A CARD OR USING ANY OF OUR SERVICES, YOU WILL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND WILL BE BOUND BY THEM. YOUR USE OF THE CARD WILL BE GOVERNED BY THIS AGREEMENT.

IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, (IN THE CASE OF A PHYSICAL CARD) CUT YOUR CARD IN HALF AND RETURN THE PIECES TO US, AND/OR (IN THE CASE OF A DIGITAL CARD) CANCEL YOUR DIGITAL CARD ACCOUNT. UNLESS YOU DO SO, WE WILL ASSUME THAT YOU HAVE ACCEPTED THIS AGREEMENT.

**1. Definitions**

In this Agreement, the following words shall have the following meanings, unless the context otherwise requires:

"Account Holder" means a Person in whose name the Card Account is opened and maintained;

"Balance Transfer" means a transfer of the debit balance on any credit card held with any credit card issuer or any account with other banks (other than a Bank) to a Card Account;

"Bank" means Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)"), its successors and assigns;

"Bank Group Company" has the meaning given to it in the Data Notice;

"Card" means any dual currency credit card whether in physical or virtual form comprising a Hong Kong Dollar Card Account and a Renminbi Card Account,

whether a principal or supplementary card, or corporate card whether "diamond", "platinum", "gold" or "classic", or such other type as may be designated by the Bank from time to time, and including a generic or affinity or "co-brand" card, issued by the Bank pursuant to this Agreement; A Card may be issued in the form of:

- (i) Physical Card(s) only;
- (ii) Physical Card(s) and/or Digital Card; or
- (iii) Digital Card only.

"Card Account" means either the Hong Kong Dollar Card Account or the Renminbi Card Account, or a specific one of them opened and maintained by the Bank for the purposes of recording debits and credits in respect of the Card Transactions or otherwise any other use of a Card under this Agreement, and includes a Digital Card Account;

"Cardholder" means a Person in whose name a Card has been issued by the Bank and includes any Person to whom a

Digital Card Account Number the Bank has assigned (for the avoidance of doubt, a Digital Card Account Number may only be assigned to its principal Cardholder), where the context permits or requires, includes a supplementary Cardholder, any of their respective personal representatives and lawful successors (but may or may not include the Account Holder as the context may require);

"Card Transaction" means any purchase of goods and/or services or any transfer or cash advances effected by the use of a Card and/or through any facilities of a Card, and includes a Contactless Transaction and a Digital Card Transaction;

"Charge" means any amount which the Bank debits to the Card Account as shown on the Statement;

"Contactless Transaction" means any purchase of goods and/or services effected through any contactless payment application or any contactless transaction terminal, including but not limited to any transaction using the Credit Card Mobile Payment Services (the availability of which is subject to such terms and conditions as the Bank and the relevant credit card company may from time to time determine) whether the same is authorized by the Cardholder or not (unless Clause 7.3 or 13.4 applies);

"Contactless Transactions Device" means any device which enables Contactless Transactions, and includes any embedded computer chip or any other device incorporated in a Physical Card;

"Credit Card Mobile Payment Services" means any services effected under the Terms and Conditions for Credit Card Mobile Payment Services from time to time in force.

"Credit Reference Agencies" means any data user who carries on a business of providing consumer credit reference service, whether or not that business is the sole or principal activity of that data user;

"Data" shall be as defined in the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of Hong Kong and any codes of practice issued pursuant to this Ordinance;

"Data Notice" means the Bank's "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" from time to time revised and circulated to customers;

"Digital Card" means a Card in virtual form as approved to be registered, or issued or otherwise assigned by the Bank from time to time;

"Digital Card Account" means an account or sub-account opened under a Card Account with a credit limit as the Bank may determine from time to time at its sole and absolute discretion to which the value of all Digital Card Transactions and all relevant interest, fees, charges, costs, and expenses shall be debited;

"Digital Card Account Number" means the account number assigned by the Bank to the Cardholder which enables the Cardholder to make Digital Card Transactions which are to be settled under the Digital Card Account;

"Digital Card Transaction" means any purchase of goods and/or services effected by the use of a Digital Card Account Number via internet, telephone, fax, mail orders, or other means as the Bank may from time to time determine (as the case may be) whether the same is authorized by the Cardholder or not (unless Clause 7.3 or 13.4 applies);

"Fee Schedule" means the schedule setting out the annual fees, cash advance handling fee, late charge, interest and other fees and charges from time to time in force and applicable to the Card;

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

"Hong Kong dollars" means the lawful currency for the time being of Hong Kong;

"Hotline" means the Bank's 24-hour Lost Card Reporting Hotline;

"Hong Kong Dollar Card Account" means an account in Hong Kong Dollars opened and maintained by the Bank for the purposes of recording debits and credits in respect of usage of the Cards under this Agreement;

"ICBC" means Industrial and Commercial Bank of China Limited;

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

"Minimum Payment" means the amount of minimum payment as stated in the Fee Schedule;

"OTP" means any one-time password sent by the Bank or any relevant credit and payment card company to a Cardholder, and includes any one-time password in respect of any specific transaction (for any Card) and any temporary card verification value code (for Digital Cards);

"Payment Due Date" means the date on which the debit balance of a Card Account for any month owed by a Cardholder is payable as specified in the relevant Statement;

"Person" means any individual, firm, company or corporate body (incorporated or unincorporated) or other legal or natural person whatsoever;

"Personal Data" shall be as defined in the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of Hong Kong and any codes of practice issued pursuant to this Ordinance;

"Physical Card" means a Card in physical form as issued by the Bank from time to time;

"PIN" means the personal identification number supplied by the Bank or set by the Cardholder from time to time, enabling a Cardholder to identify himself when using a Card;

"Renminbi" means the lawful currency for the time being of the People's Republic of China;

"Renminbi Card Account" means an account in Renminbi opened with the Bank for the purposes of recording debits and credits in respect of usage of the Cards under this Agreement;

"Statement" means a monthly statement of account sent by the Bank to the Account Holder, setting out the amount then due to the Bank in respect of both Hong Kong Dollar Card Account and Renminbi Card Account;

Where a clause is marked as "Applicable to Physical Cards only", the provisions under such clause is applicable to a Physical Card only, but not a Digital Card.

Where a clause is marked as "Applicable to Digital Card only", the provisions under such clause is applicable to a Digital Card only, but not a Physical Card.

Headings are for convenience only and do not affect interpretation. Words denoting the singular shall include the plural, and words denoting one gender shall include all genders.

## 2. Application of this Agreement

- 2.1 All facilities made available by the Bank to any Person in respect of a Card or a 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. A Person

becomes subject to such terms and conditions (if not already so subject) by signing, registering, activating or using a 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 Cardholder.

## 3. The Cards

- 3.1 This Card is property of the Bank. This Card is not transferable and must be surrendered immediately upon the Bank's request.

- 3.2 The Person to whom a Physical Card is issued must sign on the back of the Physical Card immediately upon receipt.

- 3.3 A Cardholder shall confirm receipt of a Digital Card by means prescribed by the Bank from time to time before effecting a Digital Card Transaction. The Cardholder shall be fully responsible for any failure or delay in so doing.

## 4. Credit Limit

- 4.1 The credit limit of each of the Hong Kong Dollar Account and the Renminbi Card Account will be subject to a credit limit determined by the Bank at its sole and absolute discretion and notified to the Account Holder and each Cardholder(s). Such credit limit may be varied by the Bank at its sole discretion without prior notice to or consent of any Cardholder(s).

- 4.2 A Cardholder may apply for a review of his assigned credit limit for the applicable Card Account at any time but the Bank shall not be obliged to approve the application.

- 4.3 The Bank may at its sole and absolute discretion (but shall not be obliged to) permit Card Transactions to be effected in excess of the credit limit for the applicable Card Account, and a Cardholder (to which the Card Transactions relate) and the Account Holder shall be jointly and severally liable for such transaction in accordance with the terms of this Agreement.

## 5. Use of the Card

- 5.1 Each Card may be used in respect of the Hong Kong Dollar Card Account at any branch of the Bank and other financial institutions and merchants (including any Card Transactions within Mainland China which have been converted from Renminbi into Hong Kong Dollars) which accept such Card for effecting purchases of goods and/or services, drawing of cash advances, payment of a Cardholder's outstanding accounts with any other bank or credit card issuer in Hong Kong other than the Bank by way of Balance Transfer, and such other credit card facilities or services as the Bank may from time to time provide or arrange.

- 5.2 Each Physical Card may be used in respect of the Renminbi Card Account at specified Mainland China branches of ICBC, and other financial institutions and merchants using a Renminbi clearing system/Unionpay (within Mainland China only) which accept such Card for effecting purchases of goods and/or services, drawing of cash advances, payment of a Cardholder's outstanding Renminbi account with any other bank or credit card issuer in Mainland China other than the Bank by way of Balance Transfer, and such other credit card facilities or services as the Bank may from time to time provide or arrange.

- 5.3 (Applicable to Digital Cards only)

(a) A Digital Card may only be used to effect Contactless Transactions or Digital Card Transactions at such merchants as the Bank may designate from time to time to purchase goods and/or services.

(b) A Digital Card may be used to effect Digital Card Transactions not exceeding the specific amount as the Bank may determine from time to time.

- (c) The Cardholder may be required to complete any steps or security measures as the Bank and/or any relevant credit and payment card company may impose from time to time.
- (d) The Cardholder is required to check the transaction amount for each Digital Card Transaction carefully before effecting a Digital Card Transaction.
- (e) Subject to Clauses 5.1 above and Clause 16.3 below, the Bank may determine, expand, reduce, modify, suspend and/or withdraw any of the facilities, services and/or benefits available in respect of a Digital Card without prior notice to the Cardholder from time to time.

5.4 (Applicable to Physical Cards only)

A Physical Card may also be used to access a Cardholder's bank account with the Bank, and such Cardholder agrees that such service shall be subject to any relevant terms and conditions of the Bank from time to time in effect in addition to the terms and conditions under this Agreement. Each Cardholder is advised to read through such terms and conditions of the Bank before proceeding to use such service.

5.5 Each Cardholder shall use a Card, and the Account Holder shall ensure that each Cardholder uses a Card:

- (a) so that the credit limit(s) for the Card or the Card Account (including but not limited to any cash advance limit or limit on Balance Transfer amounts) from time to time notified by the Bank to the Cardholder or the Account Holder is not exceeded; and
- (b) within the expiry date notified by the Bank, or embossed on a Physical Card; and
- (c) in good faith, exercise reasonable care and diligence in safeguarding the Card.

5.6 A Cardholder's right to use a Card shall be suspended:

- (a) if such Card is lost or stolen;
- (b) if the Bank reasonably suspects that the Card is used in any unauthorized transaction or for any unauthorized purpose; or
- (c) if the Bank is informed by a Cardholder that the PIN, the Digital Account Number or any OTP is or may be disclosed and/or known to any other Person.

5.7 (Applicable to Physical Cards only)

The Account Holder and any Cardholder may request that renewal and/or replacement Cards be issued to each Cardholder following expiry, loss or theft. The Bank shall be under no obligation to issue a renewal or replacement card and, if any renewal and/or replacement card is issued, the Bank shall be entitled to charge the relevant fee.

5.8 (Applicable to Physical Cards only)

- (a) The Bank may, at any time in its sole and absolute discretion and without giving any reasons, terminate any right of any Cardholder to use his Card to access his bank account with the Bank.
- (b) The Bank shall notify any Cardholder in writing of such termination referred to in Clause 5.8(a), and such Cardholder shall then return such Card, duly cut in two or otherwise defaced, to the Bank. Until such Card is returned to the Bank, and a replacement Card is issued in accordance with Clause 5.8 (c) below, the right to use his Card by such Cardholder shall be suspended.
- (c) If a Cardholder has returned such Card in accordance with Clause 5.8 (b) above, the Bank shall issue to such Cardholder a replacement Card, which shall no longer

enable such Cardholder to access his bank account with the Bank.

5.9 No Card is transferable and a Cardholder shall not permit his Card or Card Account to be used by any other Person.

5.10 Each Cardholder undertakes to act in good faith in reasonable manner at all times in relation to all dealings with a Card or Card Account and the Bank.

5.11 A Cardholder shall not use a Card or Card Account for any illegal purposes. The Bank is entitled, in its sole and absolute discretion, to refuse to act on or give effect to any Card Transaction instruction if the Bank has reason to believe that such instruction is given in connection with any illegal transaction. The Bank reserves the right to reverse or cancel any Card Transaction which it suspects or has reason to believe is for the purpose of or otherwise related to any illegal transaction.

5.12 A Cardholder shall at his own costs and expenses obtain any and all computer hardware equipment or software (including without limitation digital certificate) necessary for effecting any Digital Card Transaction or Contactless Transaction.

**6. Cardholder Information**

6.1 The Account Holder and any Cardholder will promptly notify the Bank in writing of any change of employment, business, residential address, work place address, email address, or telephone number, and of any change in personal or financial circumstances which might be material to the Bank in permitting the use or the continued use of a Card.

6.2 Each Cardholder agrees to the Bank recording the telephone conversations or any verbal communication between a Cardholder and the Bank.

**7. PIN, Digital Card Account Number and OTP**

7.1 (a) As soon as the PIN or a Digital Card Account Number is assigned by the Bank to a Cardholder, it shall remain effective until it is cancelled by, or with the agreement of, the Bank.

(b) A Cardholder may change the PIN at any time by such means as the Bank may prescribe and the new PIN shall take effect immediately.

(c) A Cardholder may terminate his use of a Digital Card Account Number in accordance with Clause 17. No reissued or replacement Digital Card Account Number shall be issued by the Bank. After the Digital Card Account number, together with the corresponding Digital Card, have been successfully terminated under the Card Account by a Cardholder, the Cardholder may submit a fresh application to apply for a new Digital Card under the Card Account. The Bank shall not be obliged to accept or approve the application at its sole and absolute discretion without specifying any reason.

7.2 A Cardholder shall not disclose the PIN of a Card, the Digital Card Account Number or any OTP to any other Person and shall act in good faith, exercise reasonable care and diligence in keeping such PIN, Digital Card Account Number and each OTP secret.

7.3 If a Cardholder becomes aware that the PIN, the Digital Card Account Number or any OTP is or may be known to any other Person, he shall as soon as reasonably practicable inform the Bank or call the Hotline, such Cardholder shall change the PIN and/or cancel the Digital Card Account Number as soon as possible.

7.4 (Applicable to Physical Cards only)

If a Card incorporates a facility to enable such Card to be used to access a Cardholder's bank account with the Bank using

the PIN, such Cardholder shall also as soon as reasonably practicable inform the Bank through the Bank's Hotline or by any other means acceptable to the Bank in accordance with the Bank's terms and conditions governing such bank account.

7.5 Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card safe and the PIN, the Digital Card Account Number and each OTP secret to prevent fraud, theft or unauthorized use:

- (a) at no time and under no circumstance shall the Cardholder transfer the Card or disclose the PIN, the Digital Card Account Number or any OTP to any other Person or permit their use by any other Person;
- (b) keep any record of the PIN separate from the Card;
- (c) destroy the original printed copy of or any other hard copy bearing the PIN, the Digital Card Account Number or any OTP;
- (d) never write down the PIN on the Card, the Digital Card Account Number or any OTP on anything usually kept with or near it;
- (e) never write down or record the PIN, the Digital Card Account Number or any OTP without disguising it;
- (f) never use easily accessible personal information as the PIN;
- (g) present or show the Card only when necessary and never leave the Card unattended;
- (h) provide the Digital Card Account Number or any OTP only when necessary and only to merchants designated by the Bank from time to time through trusted channels; and
- (i) use the Card in accordance with any safeguards and other recommendations made by the Bank from time to time regarding the safety and secrecy of a Card, the PIN and the Digital Card Account Number and any OTP.

## 8. Charges

8.1 The Hong Kong Dollar Card Account and Renminbi Card Account may be debited by the Bank for the following Charges:-

- (a) the amount of any Balance Transfer agreed to by the Bank;
- (b) the amount of any Card Transactions; and
- (c) any amount due in respect of the use of any other facility or service that the Bank may from time to time provide or arrange.

8.2 The Card Account may be debited as provided in Clause 8.1 above even though the Charges were incurred (without limitation) by (i) telephone, fax, mail order or direct debit authorization, or (ii) use of a Card over the internet, in an automated teller machine, at a merchant's point of sale terminal (including a Contactless Transaction terminal), credit card pay phone or any other facility permitting use of a Card without the execution of a sales draft or the signature of the Account Holder or any Cardholder.

8.3 The Bank may at its sole and absolute discretion (but shall not be obliged to) require the Account Holder or the Cardholder to promptly pay the Charges on or before the Payment Due Date or otherwise upon demand by the Bank. Until such requirement or demand, the Account Holder or the Cardholder may make either partial payment or full payment of the Charges on or before the Payment Due Date. The minimum partial payment shall be the Minimum Payment.

8.4 The Bank may issue a supplementary Card to a Cardholder (other than the Account Holder) at the joint request of the

Account Holder and a Cardholder. The Account Holder shall be liable for the use of both the Account Holder's Card and any supplementary Cards issued to Cardholders (other than the Account Holder) at the joint request of the Account Holder and the Cardholders. The Account Holder shall be liable for the total amount of Charges due to the Bank in respect of the Card Account.

8.5 Each Cardholder (other than the Account Holder) is also liable jointly and severally with the Account Holder to the Bank for total amount of Charges attributable to his own use of a Card. The Bank shall have sole and absolute discretion in recovering any Charges incurred by a supplementary Cardholder from either the Account Holder or the supplementary Cardholder or both. The supplementary Cardholders shall not be liable for the use of any Card by any other Cardholder or by the Account Holder.

8.6 Subject to Clause 11.4 below, a Cardholder's failure to sign any sales or cash advance voucher will not relieve the Account Holder or such Cardholder from liability to the Bank in respect thereof.

8.7 Charges incurred in or converted into Hong Kong Dollars will be posted into the Hong Kong Dollar Card Account and Charges incurred in Renminbi (and not otherwise converted into any other currency) will be posted into the Renminbi Card Account.

8.8 Charges in any currency other than Hong Kong Dollars and Renminbi will be converted into Hong Kong Dollars at the prevailing exchange rate determined by the Bank (in consultation with, if applicable, any relevant international card associations) on the day of conversion and debited to the Hong Kong Dollar Card Account in Hong Kong Dollars.

## 9. Fees and Expenses

9.1 The Bank may also debit the following fees, charges and expenses to a Card Account:

- (a) an initial and/or annual fee for the use of the Card Account and a Card (which may vary depending on the type of Card);
- (b) a handling charge for the supply of reissued or replacement Cards;
- (c) a cancellation fee;
- (d) a handling charge for each cash advance;
- (e) a handling charge for the issue of cashiers orders by the Bank;
- (f) a handling charge for each cheque tendered to the Bank in respect of the applicable Card Account which is not honoured, and for each direct debit or autopay instruction which is returned unpaid;
- (g) a handling charge for funds transfer from or to the Card Account;
- (h) a finance charge calculated on a daily basis on each cash advance and accruing from the posting date of such advance until the date upon which such cash advance is finally repaid in full;
- (i) a finance charge calculated on a daily basis on the amount of each Balance Transfer and accruing from the posting date of the Balance Transfer until the date upon which it is finally repaid in full;
- (j) unless the Bank receives in full the total amount due as specified in the last Statement on or before the Payment Due Date stipulated therein, a finance charge on the outstanding Charges (other than cash advances and Balance Transfers, where sub-paragraphs (h) and



(i) above apply) will be calculated from the next date of the last Statement date on a daily basis, and a finance charge on all new Charges (other than cash advances and Balance Transfers as aforesaid) incurred between the last Statement date and the current Statement date will be calculated on a daily basis and accruing from the respective posting dates of the transactions concerned to the current Statement date;

- (k) a late payment charge, if at any time the Minimum Payment has not been paid by the latest Payment Due Date as specified in a Statement;
- (l) an "over limit" charge if any credit limit or cash advance limit or limit on Balance Transfer amounts applicable to a Card is exceeded;
- (m) a handling charge for the supply of copies of Statements;
- (n) a handling charge for the supply of original sales drafts or copies of sales drafts;
- (o) a handling charge for any dispute proved to be unfounded after investigation;
- (p) a handling charge for a credit balance refund or withdrawal;
- (q) a handling charge for the credit limit upgrade upon request from Cardholder;
- (r) a handling charge for the issue of reference letter by the Bank;
- (s) a handling charge for the issue of audit confirmation by the Bank; and
- (t) other fees, charges and expenses, at such rates and in such amounts as the Bank may from time to time determine. The fees, charges and interests of the Bank are subject to the Fee Schedule.

9.2 The Bank may in its sole and absolute discretion waive the fees specified in Clause 9.1(a) above, either partly or wholly. However, if any Card is terminated pursuant to Clause 17.1 below, the Bank shall have the right to charge a cancellation fee.

9.3 When any Card or Card Account has been cancelled, suspended or terminated by either party, it is the duty of the Cardholder to request for an updated Statement or to inquire with the Bank from time to time for the current outstanding balance of the Card Account for repayment purpose and interest shall continue to accrue thereon until full repayment at such rate(s) as prescribed by the Bank from time to time.

## 10. Payment

10.1 Subject to Clause 10.2 below, payments to the Hong Kong Dollar Card Account shall be in Hong Kong Dollars and payments to the Renminbi Card Account shall be in Renminbi.

10.2 Renminbi Card Account payments:

- (a) Payments in the Renminbi Card Account shall be settled in Renminbi at any branches of the Bank in Hong Kong or by other means as advised by the Bank from time to time.
- (b) The Bank may (exceptionally but without any obligation) accept Hong Kong Dollars or other foreign currencies for payments to the Renminbi Card Account.
- (c) In the event of payment in accordance with clause 10.2(b) above, Hong Kong Dollars or foreign currencies will be converted to Renminbi at the exchange rate quoted by the Bank as applicable on the day of conversion.
- (d) If the amount of Renminbi after conversion from Hong Kong Dollars or other foreign currencies does not cover the total Renminbi outstanding amount in the Renminbi

Card Account, the Account Holder and the Cardholder to which such amount in Renminbi relate shall remain jointly and severally liable for any difference caused by such currency conversion.

10.3 Hong Kong Dollar Card Account payments:

- (a) Payments in the Hong Kong Dollar Card Account (which shall include for the avoidance of doubt any Card Transactions within Mainland China which have been converted from Renminbi into Hong Kong Dollars) shall be settled in Hong Kong Dollars at any branches of the Bank in Hong Kong or by other means as advised by the Bank from time to time.
- (b) The Bank may (exceptionally but without any obligation) accept other foreign currencies acceptable for payments to the Hong Kong Dollar Card Account.
- (c) In the event of payment in accordance with clause 10.3(b) above, the foreign currencies will be converted into Hong Kong Dollars at the exchange rate quoted by the Bank as applicable on the date of conversion.
- (d) If the amount of Hong Kong Dollars after the conversion of such foreign currency does not cover the total Hong Kong Dollars outstanding amount in the Hong Kong Dollar Card Account, the Account Holder and the Cardholder to which such amount in Hong Kong Dollars relate shall remain jointly and severally liable for any difference caused by such currency conversion.

10.4 All payments:-

- (a) shall be deemed not to have been made until such time as the relevant funds have been received in cleared and available funds by the Bank to which such payments relate;
- (b) shall be payable without any deduction or withholding on account of any other amount whatsoever whether by way of set-off, counterclaim or otherwise, and notwithstanding any legal limitation, disability or incapacity of any Person.
- (c) All payments made to the Card Account shall be applied to repay the Statement Balance in descending order according to the applicable interest rate or in such other way as the Bank (to which such payments relate) thinks fit.

10.5 All payments into or credits made to either the Hong Kong Dollar Card Account or the Renminbi Card Account will be applied by the Bank in accordance with Clause 10.4, and if the payment is in excess of the outstanding balance of the Charges in respect of the applicable Card Account, such excess will be applied to fund future Card Transactions or Charges as and when they are debited to such Card Account. Any credit balance in the Hong Kong Dollar Card Account and the Renminbi Card Account shall not, in any case, bear interest.

10.6 If a Cardholder or the Account Holder is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by such Cardholder or the Account Holder to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of such Cardholder or the Account Holder such that after the making of such deduction or withholding the net payment shall be equal to the amount which a Bank would have received had no such deduction or withholding been made. It shall be the sole responsibility of such Cardholder and the Account Holder to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and such Cardholder and the Account Holder shall indemnify the Bank for all consequences of such Cardholder's or the Account Holder's failure to do so.

## 11. Records

- 11.1 Subject to Clauses 11.3 and 11.4 below, the Bank's record of the amount of any Charge, howsoever incurred shall, whether or not authorized by a Cardholder, in the absence of manifest error, negligence or fraud, be final and binding on the Account Holder and any Cardholder, and the Bank's record of the amount of any Charge incurred using a PIN, Digital Card Account Number or any OTP, over the internet, or by means of an automated teller machine, point of sale terminal (including a Contactless Transaction terminal), other computer terminal or any telecommunication devices shall be binding on the Account Holder and any Cardholder.
- 11.2 If a Card Transaction does not originate from a sales draft, the Bank shall be entitled to debit the amount of such Card Transaction to the applicable Card Account as if it had been submitted to the Bank in writing and signed, and the Account Holder and each Cardholder hereby authorize the Bank to do so.
- 11.3 The Account Holder must examine each Statement and must notify the Bank in writing within 60 days from the issue date of such Statement of any unauthorized Charges arising from whatever cause, including forgery, fraud, and lack of authority or negligence of the Account Holder, any Cardholder or any other Person. After such period, the Statement will be deemed to be correct and conclusive evidence of the balance upon the applicable Card Account. No claim to the contrary by the Account Holder or any Cardholder shall be admissible against the Bank unless any such unauthorized Charge arose from any of the following:
- (a) any unauthorized transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Account Holder or the Cardholder and in relation to which the Bank has failed to exercise reasonable care and skill;
  - (b) unauthorized transactions arising from forgery or fraud by any employee, agent or servant of the Bank; or
  - (c) other unauthorized transactions arising from the default or negligence on the part of the Bank or any of its employees, agents or servants.
- 11.4 Where the Account Holder or any Cardholder reports an unauthorized transaction before the Payment Due Date, the Account Holder or such Cardholder may give a written request to the Bank to withhold the obligation to make payment of the disputed amount during the investigation period by the Bank and request that any finance charges be suspended in respect of the disputed amount while it is under investigation by the Bank. If, however, the report made by the Account Holder or such Cardholder is subsequently proved to be unfounded, the Bank reserves the right to re-impose the finance charges on the disputed amount over the whole period, including the investigation period. The duration of any investigation period shall be at the sole and absolute discretion of the Bank to which such unauthorized transaction relates (but shall be no longer than 90 days except in circumstances which are beyond the control of the Bank) and the Account Holder and such Cardholder shall follow the instructions of the Bank and fully cooperate with the Bank in relation to any such investigation concerning the disputed amount.

## 12. Rights of the Bank

- 12.1 Nothing in this Agreement shall affect the Bank's right of set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and any Person.
- 12.2 Any credit to be given in respect of Charges will be applied by

the Bank to the applicable Card Account only after deduction of any costs (including but not limited to collection and remittance costs), if any, so incurred to the Bank for applying the credit.

## 12.3 The Bank is entitled (but not legally obliged):-

- (a) to give effect to any instruction given by any Person to effect payment of sums due under this Agreement from another account with the Bank;
  - (b) to set-off or transfer, at any time and without prior notice, any monies of whatever description standing in the books of the Bank to the credit of the Account Holder, whether held singly or jointly with others and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount debited to the Hong Kong Dollar Card Account; and
  - (c) to set-off or transfer, at any time and without prior notice, any monies of whatever description standing in the books of the Bank to the credit of a Cardholder, whether held singly or jointly with others and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount of Charges in the Hong Kong Dollar Card Account attributable to his own use of a Card. For the purpose of set-off of funds in any currency other than Hong Kong Dollars, the Bank may convert the currency into Hong Kong Dollars at the prevailing exchange rate determined by the Bank at the time of conversion. If the Bank exercises its rights under this Clause 12.3(b) and 12.3(c), it shall promptly notify the Account Holder or, as the case may be, the Cardholder to which such exercise of rights relates.
  - (d) to assign a new Digital Card Account Number at an administrative fee to be charged to the Digital Card Account upon the Cardholder's request and/or in case the Digital Card Account has been misused; and
  - (e) to make available Services to the Cardholder by or via the use of the Card and/or the Digital Card Account Number on and subject to this Agreement and such other terms and conditions as the Bank may specify from time to time at its discretion. In case of conflict or inconsistency between any of such terms and conditions and this Agreement, such terms and conditions shall prevail.
- 12.4 (a) Where the Card Account is in credit, the Bank may (but is not obliged to), refund to the Cardholder a part or the whole of the credit balance in the Card Account upon request by the Cardholder or at any time that the Bank (at its sole and absolute discretion) chooses.
- (b) A refund under Clause 12.4(a) will be made upon such conditions as the Bank may reasonably impose including the manner in which the refund will be made.

- 12.5 The Bank shall not be responsible for the refusal of any merchant establishment to accept or honor the Card or the use of the Digital Card. Complaints by the Cardholder must be resolved by the Cardholder with the merchant establishment and no claims by the Cardholder against the merchant establishment may be the subject of set-off or counter-claim against the Bank.

## 13. Exclusion and Limitation of Liability

- 13.1 The Bank shall not be under any liability whatsoever to the Account Holder or any Cardholder in respect of any loss or damage arising directly or indirectly from:
- (a) any defect in any goods or services paid for by the use of a Card or any claim or complaint by a Cardholder against the supplier of such goods or services, or any other dispute between a Cardholder and any such supplier,

- for the avoidance of doubt, each Cardholder and the Account Holder shall remain fully liable for any Charges incurred in respect of the relevant goods or services;
- (b) the refusal of any Person, automated teller machine, point of sale terminal (including a Contactless Transaction terminal), other computer terminal, internet website or any telecommunication devices to honour or accept a Card whether or not such device belong to or are operated by the Bank;
- (c) save as provided in Clause 11 above and subject to Clauses 13.2(a) and 13.5 below, the incurring of a Charge other than by a Cardholder;
- (d) subject to Clauses 13.5 and 13.8 below, access to the use of a Card and/or services by a Cardholder or any other Person whether or not authorized;
- (e) the Bank's inability to execute any of a Cardholder's instructions due to prevailing market conditions or other causes beyond the control, and not attributable to any default or negligence, of the Bank;
- (f) the inaccuracy in any information or data provided by the Account Holder or the Cardholder which is stored in a Card containing a device capable of storing information or data or the loss of such information or data due to the negligence of the Account Holder or the Cardholder;
- (g) the exercise by the Bank of its right to demand and procure surrender of a Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other Person or computer terminal;
- (h) the exercise by the Bank of its right to modify, suspend or withdraw any of the facilities, services or benefits from time to time available in respect of a Card pursuant to Clause 16.3 below, to amend the credit limit (including but not limited to any cash advance limit or limit on Balance Transfer amount) applicable to a Card or a Card Account pursuant to Clause 16.4 below, or to terminate Card or the Card Account pursuant to Clause 17 below;
- (i) any injury to the credit character and reputation of the Account Holder or any Cardholder in connection with or caused by the repossession of a Card, any request for its return or the refusal of any Person to honour or accept a Card whether or not instructed by the Bank;
- (j) any act of fraud, forgery or gross negligence of a Cardholder or any other Person (not being an employee, agent or servant of the Bank), including (without limitation) such Cardholder's failure to observe Clauses 7 above or follow any other recommendation of the Bank from time to time regarding the safety and secrecy of a Card, the PIN, the Digital Card Account Number and any OTP;
- (k) any act or omission of any third party (other than agents of the Bank) through which facilities of a Cardholder or the Account Holder may be made available provided that the Bank shall have exercised reasonable care and skill in connection with its dealings with such third party;
- (l) any disclosure or leakage of information from or by any device, equipment, telecommunications company, intermediary through which information is transmitted between the Bank and the Cardholder or the Account Holder; and
- (m) any mechanical failure, power failure, malfunction, defects, interruption, inadequacy, unavailability or non-performance or other electronic failure of any facilities of the Card, Acts of God or any other causes beyond the reasonable control of the Bank, including any government order, the existence of virus or other destructive or disruptive features which may adversely affect the communication network.
- (n) the use of contactless transaction (whether as a result of any lost or stolen Card or not).
- 13.2 Provided a Cardholder has not acted fraudulently or with gross negligence, or has not failed to safeguard a Card, the PIN, the Digital Card Account Number and/or any OTP in accordance with Clauses 5.9 and 7 above and other recommendation of the Bank from time to time regards the safety and secrecy of a Card, the PIN, the Digital Card Account Number or any OTP, such Cardholder and the Account Holder shall not be liable for loss as incurred:
- (a) where a Card Transaction instruction effected by the Bank was given by use of a Card before a Cardholder or the Account Holder received a Card, or given through the use of a lost, stolen or counterfeit Card after the Bank has received proper notice of the loss or theft of his Card or that the PIN, the Digital Card Account Number and/or any OTP is or may be known to any other Person from such Cardholder through the Hotline in accordance with Clauses 7.3 above or 13.4 below (as the case may be) or any other means acceptable to the Bank (provided that in the case of a lost or stolen card, such Cardholder has acted in accordance with Clauses 13.4 and 13.5 below); or
- (b) directly as a result of a fault in any automated teller machines and other facilities which was not obvious or was not advised by a message or notice on display or otherwise drawn to such Cardholder's attention.
- 13.3 In the event of any proceedings which a Cardholder and/or the Account Holder may bring against the Bank for any cause whatsoever, such Cardholder and/or the Account Holder agree(s) that the Bank's liability shall not exceed those amounts wrongly charged to the Card Account (and interest on such amounts).
- 13.4 A Cardholder shall report to the Bank (through the Hotline) as soon as reasonably practicable upon suspicion or discovery of the loss or theft of any Card or disclosure of the PIN, Digital Card Account Number or any OTP or the loss, theft or disclosure to a third party of any number used in relation to any cash advance or automated teller machine function or facilities incorporated in a Card.
- 13.5 A Cardholder and the Account Holder will not be liable for any unauthorized Charges incurred after the Bank has received proper notice of the loss or theft of his Card or that the PIN, the Digital Card Account Number or any OTP is or may be known to any other Person from such Cardholder through the Hotline in accordance with Clauses 7.3 or 13.4 above (as the case may be) or any other means acceptable to the Bank, provided that such Cardholder has not acted fraudulently or with gross negligence or has not failed to safeguard a Card, the PIN, the Digital Card Account Number or any OTP in accordance with Clauses 5.9 and 7 above and other recommendation of the Bank from the time regarding the safety and secrecy of a Card, the PIN, the Digital Card Account Number and any OTP.
- 13.6 Where a Card incorporates a facility to enable such Card to be used to access a Cardholder's bank account with the Bank, such Cardholder must also report the theft or loss of a Card as soon as reasonably practicable to the Bank through the Hotline or any other means acceptable to the Bank in accordance with its terms and conditions governing such facility from time to time.
- 13.7 A Cardholder shall provide to the Bank all material information as to the circumstances of the loss or theft of a Card or disclosure of PIN, the Digital Card Account Number or any

OTP and take all reasonable steps to assist the Bank to recover any losses so incurred

13.8 When it is established that the Cardholder has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, the PIN, the Digital Card Account Number and/or all OTPs and the reported the loss, theft or misuse as soon as reasonably practicable upon notice or suspicious thereof, the liability of a Cardholder and the Account Holder to the Bank for unauthorized use of the Card (in relation to loss of the Card Account but not in relation to any cash advances) prior to giving notice under Clauses 7.3 or 13.4 (as the case may be) above shall be limited to a maximum amount of HKD500 or such maximum amount so specified or endorsed by the regulatory authority of the Bank from time to time. Notwithstanding the aforesaid, the Cardholder shall be fully liable for all losses and damages suffered by the Bank arising directly or indirectly from the unauthorized use of the Card if such Cardholder has acted fraudulently or with gross negligence or has failed to report to the Bank in accordance with Clauses 7.3 or 13.4 (as the case may be) or has failed to safeguard a Card, the PIN, the Digital Card Account Number or any OTP in accordance with Clauses 5.9 and 7 above and other recommendation of the Bank from time to time regarding the safety and secrecy of a Card, the PIN, the Digital Card Account Number and any OTP.

13.9 The Cardholder may have to bear a loss when a Card has been used for any unauthorized transaction before the Cardholder has notified the Bank that the Card, the PIN, the Digital Card Account Number or any OTP has been lost or stolen or may be known by any other Person. The liability of any Cardholder to the Bank for any unauthorized transactions under such Cardholder's bank account with the Bank prior to serving notice under Clause 13.4 will be determined in accordance with the Bank's terms and conditions with respect to such bank account from time to time in effect.

#### 14. Consents to Disclosure of Personal Data

14.1 The Account Holder and each Cardholder agree:

- (a) to be bound by the Data Notice which is distributed to the Account Holder and the Cardholder(s) with this Agreement;
- (b) to the use of personal data about them for the purposes specified in the Data Notice;
- (c) to the transfer of personal data about them to the Persons specified in the Data Notice; and
- (d) that the provisions of the Data Notice shall apply generally to the Bank's treatment of their personal data.

14.2 Without prejudice to the Data Notice, the Account Holder and each Cardholder authorize the Bank to contact any Person (including, without limitation, employers, banks, financial institutions, credit card issuing companies, credit reporting agencies, credit bureau or any other information sources) to obtain, exchange and disclose credit reports and references and any other information the Bank may require to operate the Card Account. The Bank shall not approach any proposed referee for the Account Holder or the Cardholder unless the Account Holder or that Cardholder has first confirmed that he has obtained the prior consent of such referee.

14.3 The Account Holder and each Cardholder authorize the Bank to compare information provided by the Account Holder and any Cardholder with other information collected about them for checking purposes or to produce more data. The Bank may use the results of such comparisons for the purposes of taking any action in relation to a Card include action which may be adverse to the interests of the Account Holder or the Cardholder, for example, denying authorization for the use of

a Card or cancelling a Card.

14.4 Subject to the Data Notice, the Account Holder and each Cardholder authorize the Bank to hold, store, use, otherwise process and administer, for the purposes of operating the Card Account, marketing, verification of data, credit checking and enforcing this Agreement, any information about the Account Holder, any Cardholder and the Card Account and to disclose the information as is necessary for these purposes to:-

- (a) any Persons employed or contracted by the Bank (whether in Hong Kong, Mainland China, or any other part of the world) or branches of ICBC in Mainland China who shall provide the Bank with any services in relation to the administration and production of the Cards including, without limitation, administrative and data processing services in connection with the maintenance and operation of customer accounts, marketing of banking and card services, and card embossing services;
- (b) other Bank Group Companies worldwide;
- (c) any Person whose name or logo appears on a Card;
- (d) any actual or proposed transferee, assignee or successor of all or any part of the assets or business of a Bank, or other banks, financial institutions, debt collection agencies, credit and payment card companies, Credit Reference Agencies; and
- (e) governmental or regulatory authorities, whether in Hong Kong or elsewhere, and legal counsel, and to consent to the transfer to, and use of such information in, Hong Kong, Mainland China or such other country as the Bank may reasonably consider appropriate.

14.5 The Account Holder and each Cardholder authorize the Bank to disclose such information as is necessary in relation to the Account Holder and any Cardholder to governmental or regulatory authorities, whether in Hong Kong, Mainland China or such other country, in compliance with any laws, regulations or court orders.

14.6 The Bank may from time to time send to the Account Holder and each Cardholder marketing or promotional materials and documents and/or newsletters by whatever means which the Bank may think fit (e.g. by mail, email or mobile phone message).

14.7 A Cardholder shall have the right to request the Bank to cease using the personal data of such Cardholder for the Bank's marketing purposes without charge to such Cardholder.

14.8 The Bank agrees to notify the Cardholder(s) or the Account Holder (as the case may be) in writing within 30 days of a Cardholder's or the Account Holder's default in payment of at least the Minimum Payment on the Payment Due Date. Unless the Minimum Payment is fully repaid before the expiry of 60 days from the Payment Due Date, such Cardholder or the Account Holder shall be liable to have his account data retained by Credit Reference Agencies until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of such Cardholder's or the Account Holder's discharge from bankruptcy (as the case may be) as notified to the Credit Reference Agencies, whichever is earlier.

#### 15. Transfer, Assignment and Sub-Contracting

For the avoidance of doubt, the Bank may at any time transfer, assign, delegate or sub-contract any or all of its right or obligations under this Agreement to any Person without prior notice to the Account Holder or any Cardholder.

#### 16. Amendment

16.1 This Agreement and any fees, charges and interest and charge rates payable or applicable under this Agreement



may be amended from time to time by the Bank. The Bank will give prior notice to the Account Holder and the Cardholders in a manner the Bank considers appropriate.

16.2 If the Account Holder or the Cardholder does not accept such amendment and/or addition, he shall give written notice to the Bank before the effective date of the amendment and/or addition, terminating the use of a Card and, if appropriate, the Card Account and (in the case of a Physical Card) returning his Card to the Bank cut in two or otherwise defaced. Any debit balance on the Card Account shall also be paid in full at that time. If the Account Holder or the Cardholder uses his Card or retains a Card after the effective date of an amendment, the Account Holder and such Cardholder shall be deemed to have agreed to such amendment in all respects without reservation.

16.3 Subject to Clause 16.1, the Bank may determine, add to, reduce, modify, suspend or withdraw any of the facilities, services or benefits from time to time available in respect of a Card without notice.

16.4 The Bank may at any time amend the credit limit (including but not limited to any cash advance limit and any Balance Transfer limit) applicable to a Card or the Card Account without giving any reasons or notice to the Account Holder, such amendment to take immediate effect.

16.5 The Bank may give notice of any amendment referred to in this Clause 16 (except Clauses 16.3 and 16.4) in writing, in the Statements or by display at its branches, press advertisement or otherwise, stipulating a date on which such amendment shall take effect.

## 17. Termination

17.1 (a) The Account Holder may at any time by giving reasonable notice in writing to the Bank or by such other method as the Bank may deem appropriate terminate both Card Accounts.

(b) Subject to Clause 17.1(c), such notice to terminate the Card Account will not take effect until the following items have been received by the Bank:

(i) a reasonable written notice given by the principal Cardholder to cancel or terminate all Digital Card Accounts under the Card Account pursuant to Clause 17(f) below; and

(ii) all Physical Cards (including any supplementary Physical Cards) under the Card Account, duly cut in two or otherwise defaced.

(c) In relation to any supplementary Card issued to a Cardholder, the Account Holder shall remain liable for the use of such Card until they are returned to the Bank, or the Bank, who shall act promptly, is able to implement the procedures which apply to lost Card if the Account Holder so requests.

(d) The Account Holder agrees that he may be liable for any costs and expenses arising from the Bank implementing the procedures applying to lost Cards pursuant to Clause 17.1(c) above.

(e) A Cardholder may also request cancellation of his Card by notice to the Bank accompanied by return of a Physical Card, duly cut in two or otherwise defaced. For the avoidance of doubt, supplementary Cards may be terminated by either the Account Holder or such supplementary Cardholder by giving reasonable written notice to the Bank accompanied by the return of the Physical Card, duly cut in two or otherwise defaced.

(f) The principal Cardholder may cancel or terminate the Digital Card Account by giving reasonable written notice

to the Bank. Any cancellation or termination of a Digital Card Account for whatever reason shall only become effective upon the Bank actually receiving such notice.

(g) For the avoidance of doubt, the Hong Kong Dollar Card Account shall be deemed to be terminated upon termination of the Renminbi Card Account, and vice versa.

(h) A Cardholder's right to use a Card shall be terminated upon termination of this Agreement pursuant to this Clause 17.

17.2 The Bank may at any time, with or without notice as the Bank may determine in the circumstances, terminate the Card Account or a Card without giving any reasons. The Bank may cancel, terminate, withdraw or revoke any Digital Card or Digital Card Account at any time without prior notice and with or without cause, whether jointly with or independent of any other Card. For the avoidance of doubt, these would include when the Bank is informed by a Cardholder that his PIN, Digital Card Account Number or any OTP is or may be known to any other Person.

17.3 On termination of the Card Accounts (and notwithstanding any prior agreement between the Bank and the Account Holder or any Cardholder to the contrary) or on the death or bankruptcy of an Account Holder the total sum due to the Bank as reflected in a Card Account, and the amount of any Charges incurred after termination, shall become immediately due and payable by the Account Holder and, as the case may be, every Cardholder. Interest will accrue thereon thereafter at such rate as the Bank may from time to time notify to the Account Holder and such Cardholder. The Account Holder and the Cardholder shall be responsible for all outstanding Charges together with interest under a Card Account notwithstanding the termination of this Agreement.

## 18. Automated Teller Machines, Bank Account Services, Contactless Transaction Terminals and Other Facilities

18.1 If a facility has been incorporated into a Card to enable such Card to be used in automated teller machines, point of sale terminals (including Contactless Transaction terminal) and other computer terminals or otherwise to carry out electronic transactions, the use of such facility shall also be governed by the specific terms and conditions issued by the Bank relating to that facility from time to time in force.

18.2 If a facility has been incorporated into a Card to enable such Card to be used to access a Cardholder's bank account with the Bank, the terms and conditions of the Bank governing such bank account from time to time in force shall apply to the use of a Card for these purposes.

18.3 If the Bank introduces any other products, facilities or services to Cardholders through a Card, the same shall also be governed by their own specific terms and conditions from time to time in force.

18.4 If there shall be any conflict between any specific terms and conditions governing the automated teller machine facility and any other products, facilities or services introduced by the Bank and this Agreement, the specific terms and conditions of each product, facility or service shall prevail.

18.5 Any Card with Contactless Transactions Device may be used to effect Card Transaction not exceeding the specific amount as the Bank may determine from time to time. Contactless Transactions shall be effected at Contactless Transaction terminals that may effect Contactless Transactions with the use of Cards and at such other readers, machines or authentication systems as the Bank may from time to time approve. No signature, PIN or OTP by the Cardholder shall be required for the payment through Contactless Transaction terminals under a specific amount as the Bank may determine from time to

time and the Cardholder is required to check the transaction amount carefully before effecting payment through Contactless Transaction terminals.

18.6 Subject to Clauses 18.3 and 18.4 above, the Account Holder and the Cardholder acknowledge and/or agree to that:

- (a) any Contactless Transactions Device may not be operated by the Bank;
- (b) the Account Holder and the Cardholder shall comply with all notices, guidelines, rules and instructions pertaining to the use of Contactless Transactions Device as may be issued by the operator of the Contactless Transactions Device from time to time; and
- (c) the Account Holder and the Cardholder shall not to tamper with or permit any Contactless Transactions Device incorporated in the Card to be tampered with.

## 19. Notices

19.1 Each Cardholder (other than the Account Holder) irrevocably appoints the Account Holder as his agent for the purposes of service by the Bank of :

- (a) the Statement, including any notice (whether on the front or the reverse of the Statement) for which provision is made pursuant to this Agreement;
- (b) any other demand, communication or notice made or given by the Bank pursuant to this Agreement; and
- (c) legal process.

19.2 Any of the documents referred to in Clause 19.1 may be served by sending or making available the same (i) by ordinary post to the usual or last known address of the Account Holder, or (ii) by fax, email or otherwise over the internet and such document shall be deemed to have been duly served (a) two days after the date of posting or transmission if mailed to an address in Hong Kong or sent or made available by fax, email or otherwise over the internet or (b) seven days after posting if mailed to an address elsewhere, save that in the case of legal process these periods shall be increased to seven and twenty-one days respectively and relevant documents may not be served by fax, email or over the internet unless permitted by law.

19.3 The Bank is not responsible for the Account Holder's or the Cardholder's failure to receive a statement or other communication if the Bank sends it to the usual or last known address, or in accordance with other contact information for the account appearing in the Bank's record. The Bank is authorized to withhold statement or other communication by post if previous mail to Account Holder's usual or last known address is returned for non-delivery due to address change and the Account Holder cannot be contacted. For mutual protection, the Account Holder must advise the Bank immediately of any address change or other information to keep the Bank's record current.

- 19.4 (a) Notwithstanding anything contained in this Agreement, the Bank is requested and authorized to act in accordance with and rely on any instruction or other notice or communication which may be or purport to be given or made available by telephone, fax or email or otherwise over the internet.
- (b) Subject to Clause 19.4(c) below, the Bank may (but shall not be obliged to) act on any notice which the Bank in good faith reasonably believes to be genuine and to have emanated from the Account Holder or any Cardholder (as the case may be).
- (c) The Bank may (but shall not be obliged to) verify the identity or authority of the Person giving or purporting

to give the notice or as to the authenticity of any notice given by telephone, fax or email or otherwise over the internet and without requiring further confirmation in any form.

- (d) Each Cardholder and the Account Holder undertakes to keep the Bank indemnified against all reasonable claims, demands, actions, proceedings, damages, losses, costs and expenses including all legal fees and disbursements brought against or reasonably incurred by the Bank and arising out of anything done or omitted pursuant to any telephone, fax or email or other internet notice received by such Bank, save in the case of such Bank's fraud or negligence.
- (e) The Bank may at its sole and absolute discretion (but shall not be obliged to) record notices given by telephone in writing and/or any other method determined by the Bank. The Bank's record of any such notice shall be conclusive and binding on the Account Holder or the Cardholder in whose name the notice was given in the absence of manifest error, fraud or negligence. The Bank may also require such Cardholder to confirm in writing any instructions given by telephone.

19.5 Copies of the Agreement and Fee Schedule for the time being in force are available at all branches of the Bank and at the Bank's designated website at [www.icbcasia.com](http://www.icbcasia.com).

## 20. Expenses of Enforcement

The Account Holder and, as the case may be, every Cardholder shall indemnify the Bank in respect of any and all reasonable expenses properly incurred by the Bank in enforcing or attempting to enforce this Agreement including all reasonable legal fees, charges of debt collection agencies and disbursements. The Bank shall, on request, provide the Account Holder and, as the case may be, every Cardholder with a breakdown of all expenses he is liable to pay under this Clause 20.

## 21. Third Party Rights Exclusion

Any Person or entity that is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance of the Laws of Hong Kong (Cap. 623) to enforce any part of this Agreement.

## 22. Law and Language

- 22.1 The Agreement shall be construed and the provision of Card facilities shall be governed by Hong Kong law, and subject to the non-exclusive jurisdiction of the Hong Kong courts.
- 22.2 If, at any time, any of these terms and conditions are or become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected.
- 22.3 Nothing in this Agreement shall operate so as to exclude or restrict any liability of any party to this Agreement, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong.
- 22.4 If there is any difference between the English language version of this Agreement and the Chinese language version, the English language version shall prevail for all purposes.

Effective Date: August 2022