

中國工商銀行(亞洲)有限公司 信用卡持卡人合約之主要條款及細則

為配合「銀行營運守則」的規定，中國工商銀行(亞洲)有限公司(「銀行」)於本文件概述信用卡持卡人合約(「合約」)中，可能對閣下施予重大責任或義務的主要條款及細則，敬希垂注。除非另有定義，否則在本文中所使用的詞語的定義載於相關合約。

1. 保障信用卡的安全與認證因素 (例如個人密碼及認證令牌)、電子卡賬戶號碼及一次性密碼

信用卡持卡人必須於收到信用卡後，在實體卡上的簽署欄立即簽署，及/或以銀行不時指定之方式確認收受信用卡。信用卡持卡人不應允許任何其他人士使用信用卡或信用卡賬戶，並有責任在任何時候保障信用卡、認證因素、電子卡賬戶號碼及所有一次性密碼的安全(包括將實體卡保管於其個人控制下)。信用卡持卡人不應向任何其他人士披露信用卡的認證因素、電子卡賬戶號碼或任何一次性密碼，並應秉誠行事，並合理地謹慎及致力將該認證因素、電子卡賬戶號碼及每個一次性密碼保密。此外，亦需要採取合理步驟妥善存放卡，並將認證因素保密以防止欺詐行為。特別是採用生物特徵、軟令牌或裝置綁定作為進行相關交易(例如非接觸式流動支付)的認證因素之一所涉及的風險，以及確保裝置和認證因素安全的相關保護措施。倘信用卡持卡人獲悉認證因素、電子卡賬戶號碼或任何一次性密碼已被或可能被任何其他人士所知悉，信用卡持卡人須盡快通知銀行或致電熱線，而信用卡持卡人須盡快更改認證因素及/或取消電子卡賬戶號碼。如未有履行上述責任，信用卡持卡人則須對銀行因信用卡被未經授權使用而招致的一切損失及損害負全責。

2. 遺失信用卡與披露認證因素、電子卡賬戶號碼或一次性密碼之最高責任限額

您通知本行其卡/認證因素遺失、被盜取，或認證因素或卡資料已遭洩露前，有關的卡與移動支付服務有關的移動信用卡、已安裝移動信用卡的近場通訊(NFC)智能電話、用戶身份及/或密碼被用作未經授權交易，則可能需要承擔有關的損失。如您並無作出任何欺詐或嚴重疏忽行為，並在發現其卡/認證因素遺失或被盜取，或其或認證因素或卡資料已遭洩露後，在可能情況下儘快通知本行，您就這類卡損失要承擔的責任應以本行指明的限額為限，而有關的限額不應超過 500 港元。此限額僅適用於與有關卡賬戶關連的損失，且並不涵蓋現金透支。有關詳情請參閱信用卡持卡人合約。

若信用卡持卡人有欺詐行為或嚴重疏忽，或未有履行上文第 1 條所述之責任，則須對銀行因信用卡被用作未獲授權交易而招致的一切直接或間接的損失及損害承擔所有責任。

倘於信用卡持卡人通知銀行信用卡、認證因素、電子卡賬戶號碼或任何一次性密碼遺失、被竊或被任何其他人士知悉前，信用卡被用作未獲授權交易，則信用卡持卡人可能需要承擔損失。

3. 財務費用

根據「銀行營運守則」的規定，財務費用將按實際年利率計算。

4. 服務費用

信用卡持卡人須支付結單上提及之有關使用任何相關服務衍生的未結餘額、收費及手續費。有關詳情，請參閱銀行之收費表。

5. 強制執行的費用

信用卡持卡人須清償所有因銀行於執行或試圖執行合約時產生之一切適當地招致的合理費用，包括律師費、債務託收公司的費用及開銷。

6. 信用卡持卡人的責任

賬戶持有人須就信用卡賬戶下的所有信用卡(包括任何附屬信用卡)的使用尚欠銀行的收費總額負責。

附屬卡信用卡持卡人僅須與賬戶持有人共同及各別承擔就其本身對信用卡的使用所致的收費。

7. 審閱結單

信用卡持卡人必須仔細檢閱每份結單。如有任何問題，信用卡持卡人須自該結日期起計 60 天內書面通知銀行，否則結單(包括其中所列出的任何未獲授權收費)將被視為最終。

8. 抵銷權

銀行有權隨時及毋須事先通知而將銀行賬目內賬戶持有人或信用卡持卡人的結餘的任何款項作出抵銷或調動，不論該款項為單獨或與他人共同持有，亦不論為港幣或任何其他貨幣，用以償還從信用卡賬戶支取的總金額(或就信用卡持卡人而言，用以償還就其本人使用信用卡而在信用卡賬戶產生的收費總金額)。如銀行行使此抵銷權或進行調動，銀行將立即通知賬戶持有人或信用卡持卡人。

9. 終止信用卡

銀行可隨時終止信用卡而毋須給予通知或任何理由。

賬戶持有人可隨時向銀行發出合理書面通知終止信用卡賬戶，而信用卡持卡人亦可隨時向銀行發出合理書面通知終止信用卡。就實體卡而言，信用卡持卡人須將實體卡剪成兩半或劃花，並將之歸還銀行。

10. 修訂合約

銀行可不時對合約及信用卡項下的費用、收費、利率及收費率作出修訂。如賬戶持有人或信用卡持卡人於任何修訂生效的日期後使

用或保留其信用卡，則將被有關修訂約束。如賬戶持有人或信用卡持卡人不接納有關修訂，信用卡持卡人可根據上文第 9 條向銀行發出合理書面通知終止信用卡及/或信用卡賬戶，並(就實體卡而言)將已剪成兩半或劃花的實體卡歸還銀行。

11. 要求即時清還結欠權利

銀行保留權利要求即時全數清還尚未支付收費。

12. 外幣簽賬

就使用港幣信用卡進行港幣以外貨幣的交易(若被銀行接納)，外幣將按銀行於兌換當日所報的適用匯率折算為港幣並從信用卡賬戶扣賬。

13. 人民幣卡賬戶付款 (適用於銀聯雙幣信用卡)

人民幣卡賬戶的收費須在銀行於香港任何一間分行以人民幣或以銀行不時通知的其他方式繳付。銀行可(在特殊情況下，惟並無任何義務)接納港幣或銀行所接納的其他外幣繳付人民幣卡賬戶的款項。賬戶持有人及信用卡持卡人須共同及個別對匯兌折算引致的任何差額負責。

備註：

如本文件的中、英文本有任何歧義，則以英文本為準。以上條款及細則概要只供參考。一切以相關合約全文為準，請信用卡持卡人細閱全文。

信用卡持卡人合約全文可於中國工商銀行(亞洲)有限公司任何一間分行索取，並會於其網站刊登，及將會隨信用卡附上予信用卡持卡人。申請人所提供的資料，銀行會根據《關於個人資料(私隱)條例的客戶及其他個別人士通知》的條款作出處理。

信用卡一經簽署或使用，信用卡持卡人將被視作同意相關合約內的所有條款及細則，並受其約束。如有任何查詢，請致電中國工商銀行(亞洲)有限公司 24 小時客戶服務熱線 218 95588。

Major Terms and Conditions of Industrial and Commercial Bank of China (Asia) Limited Credit Card Cardholder Agreement

In compliance with the requirements of the Code of Banking Practice, Industrial and Commercial Bank of China (Asia) Limited ("Bank") has outlined in this document the major terms and conditions of the Credit Card Cardholder Agreement - UnionPay Dual Currency Credit Card ("Agreement") which may impose significant liabilities or obligations on your part for your particular attention. Unless otherwise specified, the terms used in this document are defined in the relevant Agreement.

1.Safety of the Card and Secrecy of the Authentication factors (for example, personal identification numbers (PINs) and authentication tokens), Digital Card Account Number and OTP

The Cardholder must, immediately upon receipt of a Card, sign on a Physical Card in the signature panel provided, and/or confirm receipt of a Card in the way required by the Bank. The Cardholder should not permit any other Person to use the Card or Card Account and has the responsibility to safeguard the Card, the Authentication factors, the Digital Card Account Number and all OTP at all times (including keeping the Physical Card under the Cardholder's personal control). A Cardholder shall not disclose the Authentication factors 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 Authentication factors, Digital Card Account Number and each OTP secret. And need to take reasonable steps to keep the card safe and the Authentication factors secret to prevent fraud, especially about the risks associated with the adoption of biometric, soft token or device binding as one of the Authentication factors used for initiating relevant transactions (e.g. contactless mobile payments) and the relevant protection measures to secure the devices and Authentication factors. Failure to observe the above, the Cardholder shall be fully liable for all losses and damages suffered by the Bank arising from the unauthorized use of the Card.

2.Maximum Liability for Card Loss and Disclosure of Authentication factors, Digital Card Account Number or OTP

Cardholders may have to bear a loss when a card has been used for an unauthorized transaction before the cardholder has told our Bank that the card/Authentication factor has been lost, stolen, or the Authentication factor or card information has been compromised.

Provided that the cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to inform our Bank as soon as reasonably practicable after having found that their card/ Authentication factor has been lost or stolen, or their Authentication factor or card information has been compromised, the cardholder's maximum liability for such card loss should be confined to a limit specified by our Bank, which should not exceed HK\$500. The application of this limit is confined to loss specifically related to the card account and does not cover cash advances. For further details please refer to the Credit Card Cardholder Agreement.

Where the Cardholder has acted fraudulently or with gross negligence or failed to observe his responsibilities stated in Clause 1 above, he shall be fully liable for all losses and damages suffered by the Bank arising directly or indirectly from the unauthorized use of the Card.

The Cardholder may have to bear a loss for an unauthorized use of the Card before the Cardholder has notified the Bank that the Card, the Authentication factors, the Digital Card Account Number or any OTP has been lost or stolen or may be known by any other Person.

3.Finance Charges

Finance Charges quoted shall be calculated based on the annualised percentage rate according to the requirements of the Code of Banking Practice.

4.Payment

The Cardholder shall pay the outstanding balances, the charges and handling fees incurred for any relevant service(s) printed on the Statement. For details, please refer to the Fee Schedule of the Bank.

5.Expenses of Enforcement

The Cardholder shall indemnify the Bank in respect of any and all reasonable expenses properly incurred by the Bank in enforcing or attempting to enforce the Agreement including all reasonable legal fees, charges of debt collection agencies and disbursements.

6.Liability of the Cardholder

The Account Holder shall be liable for the use and the total amount of Charges due to the Bank in respect of all Cards (including any supplementary Card) in respect of the Card Account.

A supplementary Cardholder shall be liable jointly and severally with the Account Holder to the Bank for the Charges attributable to his own use of a Card.

7.Examination of the Statement

The Cardholder must examine each Statement carefully. In case of any query, the Cardholder must notify the Bank in writing within 60 days from the issue date of the Statement, otherwise, the Statement (including any unauthorized Charges contained therein) shall be final.

8.Right to Set-off

The Bank shall have the right to set-off or transfer at any time without prior notice, any monies of whatever description standing in the books of the Bank to the credit of the Account Holder or the 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 debited to the Card Account (or, in use of the Card). The Bank shall promptly notify the Account Holder or the Cardholder if the Bank exercises its rights of set-off or transfer.

9.Termination of the Card

The Bank may at any time terminate the Card without giving any reasons and with or without notice. The Account Holder may terminate the Card Account and the Cardholder may cancel a Card by giving reasonable notice in writing to the Bank at any time. For a Physical Card, the Cardholder shall cut the Card into halves or deface the Card returning them to the Bank.

10.Amendments on the Agreement

The Agreement and any fees, charges and interest and charge rates imposed on the Card may be amended from time to time by the Bank. The Account Holder and the Cardholder will be bound by the amended terms and conditions if he continues to use or retain the Card after the specified effective date of amendment. The Cardholder has the right to terminate the use of the Card and/or the Card Account by giving written notice to the Bank in accordance with Clause 9 and (in the case of a Physical Card) returning the Card (duly cut in two or otherwise defaced) to the Bank if the Account Holder or the Cardholder does not accept the amendment.

11.Bank's Right to Demand Immediate Payment

The Bank reserves the right to demand immediate repayment of outstanding Charge in full.

12.Transactions in Foreign Currencies

Transactions in any currency other than Hong Kong Dollars and Renminbi of UnionPay Dual Currency Credit Card (if accepted by the Bank) will be converted into Hong Kong Dollars exchange rate quoted by the Bank on the day of conversion and be debited to the Card Account.

13.Renminbi Card Account Payment (Applicable to UnionPay Dual Currency Credit Card)

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. The Bank may (exceptionally but without any obligation) accept Hong Kong Dollars or other foreign currencies for payments to the Renminbi Card Account. The Account Holder and the Cardholder shall remain jointly and severally liable for any difference caused by the currency conversion.

Notes:

If there is any inconsistency between English and Chinese versions of this document, the English version should prevail. Please note that the above summarized terms and conditions are for reference only. The Cardholder should read the full version of the relevant Agreement, which shall prevail in the event of discrepancy.

The full version of the Agreement is available at any branch of Industrial and Commercial Bank of China (Asia) Limited and on its website, and will be sent to the Cardholder along with the card.

The Bank will handle applicant's information according to the terms of Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance.

By using or signing the Card, the Cardholder will be deemed to have accepted all the terms and conditions contained in the relevant Agreement and will be bound by them. For any enquiries, please call Industrial and Commercial Bank of China (Asia) Limited 24-hour Customer Service Hotline at 218 95588.