## **ICBC USA CREDIT CARD DISCLOSURES**

| Interest Rates and Interest Charges                               |  |
|---|--|
| Annual Percentage Rate<br>(APR) for Purchases                     | <b>16.99%</b> to <b>22.99%</b> depending on your credit worthiness. The APR will vary with the market based on the Prime Rate*.  |
| APR for Cash Advances   | <b>28.99%</b> This APR will vary with the market based on the Prime Rate*.   |
| Paying Interest   | Your due date is at least 21 days after the close of each billing cycle. The interest-free grace period is the time when no interest is charged on new purchases or any portion of it if paid by the due date. We will begin charging interest on cash advances on the transaction date. |
| For Credit Card Tips from Consumer<br>Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit<br>card. Please visit the website of the Consumer Financial Protection Bureau<br>at www.consumerfinance.gov/learnmore  |

| Fees  |   |
|---|---|
| Annual Membership Fee   | Preferred Card: <b>\$0</b><br>Premier Card: <b>\$85</b> , waived for the first 12 months of membership. |
| Transaction Fees <ul> <li>Cash Advance</li> <li>Foreign Currency Transaction</li> </ul> | Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.<br>None.      |
| Penalty Fees <ul> <li>Late Payment</li> <li>Return Payment</li> </ul>                   | \$27.<br>\$27.  |

\* V=Variable Rate – Variable Rates are as of the date of card issuance and will vary with the market based on the Prime Rate issued in The Wall Street Journal on the last business day of the previous month. This rate will take effect on the first day of the month following the change.

Prime Rate: The variable rates shown here are accurate based on a 7.50% Prime Rate. For more information, please call (844) 900-4222.

We add 9.49% to 15.49%, depending on your credit worthiness, to the Prime Rate to determine the Purchase APR. We add 21.49% to the Prime Rate to determine the Cash Advances APR.

How We Will Calculate Your Balance: We use "Daily Balance Method (not including current purchases)". Please refer to the Cardmember Agreement for more details.

Cardholder Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

## **TERMS & CONDITIONS**

- 1. I (being the Applicant who signs this application) confirm that the information provided in this application is true and complete. I hereby request Industrial and Commercial Bank of China (USA) ("the Bank", ICBC USA) to open a Credit Card Account in my name(s), issue and send me the Credit Card(s) and renewals or replacements from time to time. If the Bank subsequently identifies that any of such information is untruthful, it may cancel the card or reduce the credit limit without notice to me/us.
- 2. I/we agree that the Bank may obtain credit and other financial-related information about me/us from any credit reporting agencies, current or previous employers, and other lenders as part of the application process, and in the future to verify my/our creditworthiness, and share such personal and other information such as my payment history with credit reporting agencies. Based on this review, you may receive a card with different costs or you may not receive a card.
- 3. I/we agree that the Bank may collect, use and disclose personal information about me for the purposes described in the Bank's Privacy Agreement, including marketing and selling by way of email, telephone and automatic dial-announcing device, and sharing that information with companies affiliated with the Bank.
- 4. I/We agree that the Bank reserves the right to request other supporting document(s) from me/us.
- 5. I/we will read and be bound by the Bank's Credit Card Cardmember Agreement (including any disclosure statements for such Agreement) as amended or replaced from time to time. Once I/we activate the credit card(s) it means that I/we have received and read the Credit Card Cardholder Agreement and accepted all of its terms.
- 6. The applicable promotional offers are only valid for new accounts. You must be at least 18 years of age (19 in AL and NE).
- 7. We reserve the right to change terms associated with your card at any time. Refer to the Cardmember Agreement for details.

California Residents Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

New York Residents: New York residents may contact the New York State Department of Financial Services at 1-800-342-3736 or go to www.dfs.ny.gov to obtain a comparative list of credit card rates, fees, and grace periods.

New York and Vermont Residents: ICBC USA may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse

## ICBC US Credit Card Cash Back Program Rules

- Your ICBC US Credit Card account ("Card Account") will earn cash rewards based on your eligible purchase transactions. Standard Cash Back Schedule on Purchases: unless you are participating in a limited time promotional offer, you will earn cash back based on net eligible purchases appearing on your next month's billing statement. For Preferred Cards, you will earn 1% cash back. For Premier Visa Card, you will earn 2% cash back. For Premier UnionPay Card, you will earn 1.5% cash back.
- Eligible purchases you make will be accumulated in the "Account Activity" section on your billing statement. Eligible purchases do not include cash advances, disputed or unauthorized purchases/fraudulent transactions. Your eligible purchases are net purchases excluding returns, Card Account fees and finance charges and fees for services or programs you elect to receive through us. Limited time promotional offers do not apply to purchase transactions you make per the standard cash back schedule.
- The cash back rewards will appear as Cash Back Statement Credits in the following billing cycle. Your earned cash back credits throughout the program will be shown in Cash Back Summary section. Future returns will be deducted from the future purchases that accumulate for cash back.
- Value of Cash Rewards: Cash back rewards have no cash value until such time as you receive statement credits for your eligible cash back rewards. You may not assign, transfer, or pledge your cash back rewards.
- Rewards Expiration: Your cash rewards do not expire as long as your account is open and in good standing.
- Rewards Forfeiture: If you voluntarily close your card account, or if for any reason we close the card account, any unredeemed cash rewards associated with the account are subject to immediate forfeiture, unless specifically authorized by us.
- We reserve the right to revise any of these terms at any time with 30 days prior written notice. In addition, we may terminate the ICBC Credit Card Cash Back Program with 30 days prior written notice.
- Fraud: If your Card Account shows any sign of fraudulent, abusive or suspicious activity, we may close or suspend your Card Account and/or your Cash Back Program without giving prior notice.