



IMPORTANT:

PLEASE READ THIS CARDMEMBER AGREEMENT THOROUGHLY BEFORE USING OR SIGNING THE CARD OR USING ANY OF THE SERVICES. BY USING OR SIGNING OR RETAINING THE 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, CUT THE CARD IN HALF AND RETURN THE PIECES TO US. UNLESS YOU DO SO, WE WILL ASSUME THAT YOU HAVE ACCEPTED THIS AGREEMENT. YOU SHOULD NOT USE THE CREDIT CARD BEFORE OR AFTER THE PERIOD OF VALIDITY PRINTED ON THE FACE OF THE CREDIT CARD.

1. Definitions

- In this Agreement the following words shall have the following meanings, unless the context otherwise requires.
- (a) "Bank" means ICBC (Asia), with respect to the Hong Kong Dollar Card Account or ICBC with respect to the Renminbi Card Account;
 - (b) "Bank Group Company" has the meaning given to it in the Data Notice;
 - (c) "Card" means any valid dual currency business credit card comprising a Hong Kong Dollar Card Account and a Renminbi Card Account, whether "platinum", "gold" or "classic" which bears the mark of an international card association in accordance with its By-laws and Rules and issued by ICBC (Asia) (for itself and/or on behalf of ICBC) at the request and in the name of the Company and the person named thereon for use in connection with the Card facilities made available by the Bank pursuant to this Agreement;
 - (d) "Card Account" means either the Hong Kong Dollar Card Account or the Renminbi Card Account, or a specific one of them as the context may require, opened and maintained by the Bank and issued in the joint names of the Company and the Cardmember for the purposes of recording debits and credits in respect of usage of the Card under this Agreement;
 - (e) "Cardmember" means a Person (other than the Company) in whose name a Card has been issued by ICBC (Asia) (for itself and/or on behalf of ICBC) and whose name appears on a Card and his personal representatives and lawful successors;
 - (f) "Card Transaction" means any purchase of goods and/or services or any transfer or cash advances effected by the use of the Card;
 - (g) "Charge" means any amount which the Bank debits to the Card Account as shown on the Statement;
 - (h) "Company" means the company at whose request a Card has been issued, and in whose name, jointly with the Cardmember the Card Account has been opened and is maintained;
 - (i) "Credit Reference Agencies" means any data user who carries on a business of providing credit reference service, whether or not that business is the sole or principal activity of that data user;
 - (j) "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;
 - (k) "Data Notice" means ICBC (Asia)'s "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" from time to time revised and circulated to customers;
 - (l) "Hotline" means ICBC (Asia)'s 24-hour credit card Customer Service Hotline (852) 218 95588;
 - (m) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
 - (n) "Hong Kong Dollars" means the lawful currency for the time being of Hong Kong;
 - (o) "Hong Kong Dollar Card Account" means an account in Hong Kong Dollars opened and maintained by ICBC (Asia) for the purposes of recording debits and credits in respect of usage of the Cards under this Agreement;
 - (p) "ICBC" means Industrial and Commercial Bank of China Limited, its successors and assigns;
 - (q) "ICBC (Asia)" means Industrial and Commercial Bank of China (Asia) Limited, its successors and assigns;
 - (r) "Mainland China" means the People's Republic of China but excluding Hong Kong and Macau;
 - (s) "Minimum Payment" means the aggregate, as specified in each Statement, of (i) the higher of a specified amount or a percentage, determined by ICBC (Asia) (for itself and/or on behalf of ICBC) from time to time (the currently applicable amount and percentage being specified in the attached Schedule), of the outstanding amount in Hong Kong Dollars if in relation to the Hong Kong Dollars Card Account and in Renminbi if in relation to the Renminbi Card Account shown on the current Statement, (ii) any unpaid minimum payments in Hong Kong Dollars if in relation to the Hong Kong Dollar Card Account and in Renminbi if in relation to the Renminbi Card Account specified in previous Statements and (iii) the amount by which the outstanding amount in Hong Kong Dollars if in relation to the Hong Kong Dollars Card Account and in Renminbi if in relation to the Renminbi Card Account shown on the current Statement exceeds the credit limit assigned to the applicable Card Account, which shall be paid by the Cardmember and/or the Company to the Bank on or before each Payment Due Date;
 - (t) "Payment Due Date" means the date on which the debit balance of the Card Account for any month owed by the Cardmember and/or the Company is payable as specified in the relevant Statement;
 - (u) "Person" means any individual, firm, company or other legal or natural person whatsoever;
 - (v) "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;
 - (w) "PIN" means the personal identification number for the time being supplied by ICBC (Asia) (for itself and/or on behalf of ICBC) enabling a Cardmember to identify himself when using a Card;
 - (x) "Renminbi" means the lawful currency for the time being of the People's Republic of China;
 - (y) "Renminbi Card Account" means an account in Renminbi opened with ICBC for the purposes of recording debits and credits in respect of usage of the Cards under this Agreement.
 - (z) "Statement" means a monthly statement of account sent by the Bank to the Cardmember and the Company, setting out the amount then due to the Bank in respect of the Card Account.

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 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, 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 the Cardmember.

3. The Card

- 3.1 The Card is not transferable and must be surrendered immediately upon any Bank's request.
- 3.2 ICBC (Asia) is entering into this Agreement for itself with respect to the Hong Kong Dollar Card Account and ICBC is entering into this Agreement for itself with respect to the Renminbi Card Account.

4. Credit Limit

- 4.1 The credit limit of each of the Hong Kong Dollar Card Account and the Renminbi Card Account will be subject to a credit limit determined by ICBC (Asia) and ICBC respectively, at their respective sole discretion and notified to the Company and the Cardmember. Such credit limit may be varied by ICBC (Asia) and ICBC (as the case may be) at their respective sole and absolute discretion without prior notice or consent of any Cardmember.
- 4.2 The Company may apply for a review of the assigned credit limit for the Card Account at any time but neither Bank shall not be obliged to approve the application.
- 4.3 Each Bank may at its sole 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 the Cardmember and the Company shall be jointly and severally liable for such transaction in accordance with the terms of this Agreement.

5. Use of the Card

- 5.1 The Card may be used in respect of the Hong Kong Dollar Card Account at ICBC (Asia) 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 services, drawing of cash advances, (if applicable) payment of the Cardmember's outstanding accounts with any other bank or credit card issuer in Hong Kong other than ICBC (Asia) by way of and of such other credit card facilities or services as ICBC (Asia) may from time to time provide or arrange.
- 5.2 The 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 services, drawing of cash advances, payment of a Cardmember's outstanding Renminbi Card Account with any other bank or credit card issuer in Mainland China other than ICBC by way of and of such other credit facilities or services as ICBC may from time to time provide or arrange.
- 5.3 If applicable, the Card may also be used to access the Cardmember's bank account with ICBC (Asia), and such Cardmember agrees that such service shall be subject to any relevant terms and conditions of ICBC (Asia) from time to time in effect in addition to the terms and conditions under this Agreement. The Cardmember is advised to read through such terms and conditions of ICBC (Asia) before proceeding to use such service.
- 5.4 Each Cardmember shall use the Card, and the Company shall ensure that each Cardmember uses a Card:
 - (a) so that the credit limit for each Card Account (including but not limited to any cash advance limit) from time to time notified by ICBC (Asia) (for its own behalf and/or on behalf of ICBC) to the Cardmember and/or the Company as applicable to the Card Account is not exceeded; and
 - (b) within the validity date (if any) and the expiry date embossed on the Card.
- 5.5 The Cardmember's right to use the Card shall be suspended:
 - (a) if the Card is lost or stolen; or
 - (b) if any Bank is informed by the Cardmember that the PIN is or may be known to any other Person.
- 5.6 The Company may request that renewal and/or replacement Cards be issued to each Cardmember following expiry, loss or theft unless and until the Bank is notified by the Company to the contrary. Neither Bank shall be under an obligation to issue a renewal or replacement card and, if any renewal and/or replacement card is issued, each Bank shall be entitled to charge the relevant fee.
- 5.7 (a) ICBC (Asia) may, at any time in its sole discretion and without giving any reasons, terminate any right of any Cardmember to use his Card to access his bank account with ICBC (Asia).
(b) ICBC (Asia) shall notify the Cardmember in writing of such termination referred to in Clause 5.7(a), and such Cardmember shall then return such Card, duly cut in two or otherwise defaced, to ICBC (Asia). Until such Card is returned to ICBC (Asia), and a replacement Card is issued in accordance with Clause 5.7(c) below, the right to use his Card by such Cardmember shall be suspended.
(c) If the Cardmember has returned such Card in accordance with Clause 5.7(b) above, ICBC (Asia) (for itself and/or on behalf of ICBC) shall issue to such Cardmember a replacement Card, which shall no longer enable such Cardmember to access his bank account with the Bank.
- 5.8 The Card is not transferable and the Cardmember shall not permit the Card to be used by any other person.
- 5.9 Each Cardmember undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.
- 5.10 A Cardmember shall not use the Card or the Card Account for any illegal purposes. ICBC (Asia) (for itself and/or on behalf of ICBC) is entitled, in its sole and absolute discretion, to refuse to act on or give effect to any Card Transaction instruction if ICBC (Asia) has reason to believe that such instruction is given in connection with any illegal transaction. ICBC (Asia) (for itself and/or on behalf of ICBC) 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.

6. Cardmember and Company Information

- 6.1 The Cardmember and the Company shall promptly notify ICBC (Asia) (for itself and/or on behalf of ICBC) in writing of any changes of business, registered office, residential address or, as the case may be, residential address, employment, 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 the Card.

- 6.2 Each Cardmember agrees to any Bank (for itself and/or on behalf of ICBC in case of ICBC (Asia)) recording the telephone conversations or any verbal communication between the Cardmember and a Bank.

7. PIN

- 7.1 As soon as the PIN is assigned by ICBC (Asia) (for itself and/or on behalf of ICBC) to the Cardmember, it shall remain effective until it is cancelled by, or with the agreement of, ICBC (Asia) (for itself and/or on behalf of ICBC). The Cardmember may change the PIN at any time by such means as ICBC (Asia) (for itself and/or on behalf of ICBC) may prescribe and the new PIN shall take effect immediately.
- 7.2 A Cardmember shall not disclose the PIN of a Card to any other Person and shall act in good faith, exercise reasonable care and diligence in keeping such PIN secret.
- 7.3 If a Cardmember becomes aware that the PIN is or may be known to any other Person, he shall as soon as reasonably practicable inform ICBC (Asia) (for itself and/or on behalf of ICBC) or call the Hotline and the Cardmember shall change the PIN as soon as possible. (If applicable) If the Card incorporates a facility to enable the Card to be used to access the Cardmember's bank account with ICBC (Asia) using the PIN, such Cardmember shall also as soon as reasonably practicable inform ICBC (Asia) through ICBC (Asia)'s 24-hour lost card hotline or any other means acceptable to ICBC (Asia) in accordance with ICBC (Asia)'s terms and conditions governing such bank account.

8. Charges

- 8.1 (a) The Hong Kong Dollar Card Account may be debited by ICBC (Asia) for the following Charges:
 - (1) the amount of the Card Transactions; and
 - (2) any amount due in respect of the use of any other facility or service that ICBC (Asia) may from time to time provide or arrange.
- (b) The Renminbi Card Account may be debited by ICBC for itself for the following Charges:
 - (1) the amount of the Card Transactions; and
 - (2) any amount due in respect of the use of any other facility or service that ICBC 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 authorisation, or (ii) use of the Card over the internet, in an automated teller machine, merchant's point of sale terminal, credit card pay phone or any other facility permitting use of the Card without the execution of a sales draft or the signature of the Cardmember.
- 8.3 ICBC (Asia) (for itself and/or on behalf of ICBC) may at its sole discretion (but shall not be obliged to) require the Company and/or the Cardmember 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 Company and/or the Cardmember 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 Company and the Cardmember shall be jointly and severally liable for the use of the Card and shall be jointly and severally liable for the total amount of Charges due to the Bank in respect of the Card Account.
- 8.5 Subject to Clause 11.4 below, the Cardmember's failure to sign any sales or cash advance voucher will not relieve the Cardmember and/or the Company from liability to the Bank in respect thereof.
- 8.6 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.
- 8.7 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 ICBC (Asia) (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 ICBC (Asia) (for itself and/or on behalf of ICBC) may also debit the following fees, charges and expenses to the Card Account:
 - (a) an initial and/or annual fee for the use of the applicable Card Account and the 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 a Bank;
 - (f) a handling charge for each cheque tendered to a 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 date of such advance until the date upon which it is finally repaid in full;
 - (i) a finance charge calculated on a daily basis on the outstanding Charges (other than cash advances, where sub-paragraphs (h) above apply, and the finance charge specified in this sub-paragraph (i) from the transaction date to the current Statement date unless a Bank (to which the applicable Card Account relates) receives in full the total amount due as specified in the last Statement on or before the Payment Due Date stipulated in that Statement;
 - if the total amount due as specified in the last Statement is not received by a Bank (to which the applicable Card Account relates) by the latest due date stipulated in that Statement, the finance charge payable under this sub-paragraph (i) will apply to all new Charges (other than cash advances as aforesaid) incurred between the dates of the last and current Statements as from the respective dates such Charges are incurred, notwithstanding that such Charges will not be payable until the Payment Due Date specified in the current Statement;
 - (j) 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;
 - (k) an "over limit" charge if any credit limit or cash advance limit applicable to the Card is exceeded;
 - (l) a handling charge for the supply of copies of Statements;
 - (m) a handling charge for the supply of original sales drafts or copies of sales drafts;
 - (n) a handling charge for any dispute proved to be unfounded after investigation;
 - (o) a handling charge for the issue of reference letter by a Bank;
 - (p) a handling charge for the issue of audit confirmation by a Bank;
 - (q) an exchange charges by relevant international card association plus a handling charge for overseas transactions; and
 - (r) other fees, charges and expenses.
- at such rates and in such amounts as ICBC (Asia) (for itself and/or on behalf of ICBC) may from time to time determine. The fees, charges and expenses of the Bank are contained in the "Fee Schedule of the ICBC Asia Credit Card" (the "Fee Schedule"), and a copy of the Fee Schedule currently in force is supplied with this Agreement.
- 9.2 ICBC (Asia) may (for itself and/or on behalf of ICBC) waive the fees specified in Clause 9.1 (a) above, either wholly or in part. However, if the Card is terminated pursuant to Clause 17.1 below within one year of its issue, ICBC (Asia) (for itself and/or on behalf of ICBC) shall have the right to charge a cancellation fee.

10. Payment of Charges

- 10.1 Subject to Clause 10.2, 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) Charges in the Renminbi Card Account shall be settled in Renminbi at specified branches of ICBC in Mainland China or by other means as advised by ICBC (Asia) (on behalf of ICBC) from time to time.
 - (b) ICBC may (exceptionally but without any obligation) accept Hong Kong Dollars or other foreign currencies acceptable to ICBC 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 ICBC 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 in the Renminbi Card Account, the Company and the Cardmember (to which such Charges in Renminbi relates) shall remain jointly and severally liable for any difference caused by such currency conversion.
- 10.3 Hong Kong Dollar Card Account payments: -
 - (a) Charges 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 specified branches of ICBC in Hong Kong or by other means as advised by ICBC (Asia) from time to time.
 - (b) ICBC (Asia) may (exceptionally but without any obligation) accept other foreign currencies acceptable to ICBC (Asia) 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 ICBC (Asia) as applicable on the date of conversion.
 - (d) If the amount of Hong Kong Dollars after the conversion of the foreign currency does not cover the total Hong Kong Dollars Charges outstanding in the Hong Kong Dollar Card Account, the Cardmember and the Company (to which such Charges in Hong Kong Dollars relate) shall remain jointly and severally liable for any difference caused by such exchange 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 a Bank to which such payment 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) Payments to the Hong Kong Dollar Card Account may be applied in the following order or in such other way as ICBC (Asia) (to which such payments relate) thinks fit: -
 - (i) legal and collection fees;
 - (ii) finance charges;
 - (iii) outstanding billed principal amount of the Charges provided for in Clause 8.1(a) above;
 - (iv) cash advance handling charge;
 - (v) late charges;
 - (vi) over limit charges;
 - (vii) other service fees and charges; and
 - (viii) outstanding unbilled principal amount of the Charges provided for in Clause 8.1(a) above.
 - (d) Payments to the Renminbi Card Account may be applied in the following order or in such other way as ICBC (to which such payments relate) thinks fit: -
 - (i) legal and collection fees;
 - (ii) finance charges;
 - (iii) outstanding billed principal amount of the Charges provided for in Clause 8.1(b) above;
 - (iv) cash advance handling charge;
 - (v) late charges;
 - (vi) over limit charges;
 - (vii) other service fees and charges; and
 - (viii) outstanding unbilled principal amount of the Charges provided for in Clause 8.1(b) above.
- 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 a Bank in accordance with Clause 10.4, and if the payment is in excess of the outstanding balance of the Charges in respect

