

## **Industrial and Commercial Bank of China (Asia) Limited UnionPay Dual Currency Corporate Credit Card Master Cardmember Agreement**

### **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) “Authorised Officer” – a person authorised by the Company from time to time to request the issue of Cards on behalf of the Company;
- (b) “Bank” means Industrial and Commercial Bank of China (Asia) Limited (“ICBC (Asia)”), its successors and assigns;
- (c) “Bank Group Company” has the meaning given to it in the Data Notice;
- (d) “Card” means any valid dual currency corporate credit card comprising a Hong Kong Dollar Card Account and a Renminbi Card Account, whether “platinum”, “gold” or “classic” card issued by the Bank 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;
- (e) “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 required, 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;

- (f) "Cardmember" means a Person (other than the Company) in whose name a Card has been issued by the Bank and whose name appears on a Card and his personal representatives and lawful successors;
- (g) "Card Transaction" means any purchase of goods and/or services or any transfer or cash advances effected by the use of a Card;
- (h) "Charge" means any amount which the Bank debits to the Master Account and/or Card Account as shown on the Statement;
- (i) "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. It is also the company in whose name, the Master Account has been opened and is maintained;
- (j) "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,
- (k) "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;
- (l) "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;
- (m) "Hotline" means the Bank's 24-hour credit card Customer Service Hotline (852) 218 95588;
- (n) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
- (o) "Hong Kong Dollars" means the lawful currency for the time being of Hong Kong;
- (p) "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;
- (q) "ICBC" means Industrial and Commercial Bank of China Limited, its successors and assigns;
- (r) "Mainland China" means the People's Republic of China but excluding Hong Kong and Macau;
- (s) "Master Account" means an account comprising both the Hong Kong Dollar Card Account and the Renminbi Card Account opened and maintained by the Bank and in the name of the Company for the purposes of recording debits and credits in respect of usage of the Cards by all Cardmembers;
- (t) "Minimum Payment" means the aggregate, as specified in each Statement, of (i) the higher of a specified amount or a

- percentage, determined by the Bank 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;
- (u) “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;
- (v) “Person” means any individual, firm, company or other legal or natural person whatsoever;
- (w) “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;
- (x) “PIN” means the personal identification number for the time being supplied by the Bank enabling a Cardmember to identify himself when using a Card;
- (y) “Renminbi” means the lawful currency for the time being of the People’s Republic of China;
- (z) “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.
- (aa) “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 For Cardmember:**

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 For Company:

All facilities made available by the Bank to the Company in respect of the Cards, the Card Accounts and the Master Account are subject to the terms and conditions of this Agreement from time to time in force and any other applicable terms and conditions.

2.3 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardmember and the Company.

### **3. The Card**

3.1 Any application for the issue of a Card and the opening of a Card Account shall be approved by the Company and must be countersigned by an Authorised Officer.

3.2 The Company shall act through the Authorised Person only.

3.3 The Card is property of the Bank. The Card is not transferable and must be surrendered immediately upon the Bank's request.

### **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 the Bank respectively, at its sole discretion and notified to the Company and the Cardmember. Such credit limit may be varied by the Bank at its sole and absolute discretion without prior notice to 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 the Bank shall not be obliged to approve the application.

4.3 The 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 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 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 the Bank by way of credit

card facilities or services as the Bank 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 Card member's outstanding Renminbi Account with any other bank or credit card issuer in Mainland China other than the Bank by way of credit facilities or services as the Bank 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 the Bank, and such Cardmember 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. Cardmember is advised to read through such terms and conditions of the Bank before proceeding to use such service.
- 5.4 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 the Bank 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 the 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. 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.
- 5.7
- (a) The Bank 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 the Bank.
  - (b) The Bank 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 the Bank. Until such Card is returned to the Bank, 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, the Bank 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 The 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. 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.

## **6. Cardmember and Company Information**

- 6.1 The Cardmember and the Company shall promptly notify the Bank in writing of any changes of business, registered office, correspondence 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 the Bank recording the telephone conversations or any verbal communication between the Cardmember and the Bank.

## **7. PIN**

- 7.1 As soon as the PIN is assigned by the Bank to the Cardmember, it shall remain effective until it is cancelled by, or with the agreement of the Bank. A Cardmember may change the PIN at any time by such means as the Bank 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, Cardmember shall as soon as reasonably practicable inform the Bank or call the Hotline. Such Cardmember shall change the PIN as soon as possible (If applicable). If the Card incorporates a facility to enable such Card to be used to access the Cardmember's bank account with the Bank using the PIN, such Cardmember shall also as soon as reasonably practicable inform the Bank through the Bank's 24-hour lost card hotline or any other means acceptable to the Bank in accordance with the Bank's terms and conditions governing such bank account.

## **8. Charges**

- 8.1 The Master Account may be debited by the Bank for the outstanding amount of each Card Account.
- 8.2 For the Cardmember:
- (a) The Hong Kong Dollar Card Account and Renminbi Card Account may be debited by the Bank for the following Charges:
    - (i) the amount of the Card Transactions; and
    - (ii) 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.
  - (b) The Card Account may be debited as provided in Clause 8.2(a) 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 The Bank 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 to which such Charges relate shall be jointly and severally liable for the use of such Cardmember's Card and shall be jointly and severally liable for the total amount of Charges due to the Bank in respect of that Cardmember's 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 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 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 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 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-paragraph (h) above apply), and the finance charge specified in this sub-paragraph (i) from the transaction date to the current Statement date unless the Bank 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 the Bank 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 the Bank;
- (p) a handling charge for the issue of audit confirmation by the 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 the Bank 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 The Bank may 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, the Bank shall have the right to charge a cancellation fee.
- 9.3 The Bank may debit to the Master Account the fees, charges and expenses incurred by a Cardmember in relation to his use of the Card according to this Agreement. 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.

## **10. Payment of Charges**

- 10.1 Subject to Clause 10.2, payments to the Master Account – Hong Kong Dollar Card Account or Cardmember’s Hong Kong Dollar Card Account shall be in Hong Kong Dollars and payments to the Master Account – Renminbi Card Account or Cardmember’s Renminbi Card Account shall be in Renminbi.
- 10.2 Master Account - Renminbi Card Account and Cardmember’s Renminbi Card Account payments:
- (a) Charges 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 acceptable to the Bank for payments.
  - (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 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 relate) shall remain jointly and severally liable for any difference caused by such currency conversion.
- 10.3 Master Account – Hong Kong Dollar Card Account and 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 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 to the Bank 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 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 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) Payments to the Master Account and/or Card Account may be applied in the following order or in such other way as the Bank (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 8.2(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 8.2(a) above.

10.5 All payments into or credits made to either the Hong Kong Dollar Card Account or the Renminbi Card Account, for both Master Account and 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 Card Account, such excess will be applied to fund future Card Transactions or Charges as and when they are debited to such Master Account or Card Account. Any credit balance in the Hong Kong Dollar Card Account and the Renminbi Card Account, for both Master Account and Card Account, shall not, in any case, bear interest.

10.6 If the Cardmember and/or the Company is/are required by any applicable laws or regulations to make any deduction or withholding from any sum payable by such Cardmember

and/or the Company to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of such Cardmember and/or the Company such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Cardmember and/or the Company to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Cardmember and the Company shall indemnify the Bank for all consequences of the Company's or such Cardmember'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 authorised by the Cardmember, in the absence of manifest error, negligence or fraud, be final and binding on the Cardmember and the Company, and the Bank's record of the amount of any Charge incurred using a PIN, over the internet, or by means of an automated teller machine, point of sale terminal, other computer terminal or any telecommunication devices shall be binding on the Cardmember and the Company.
- 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 Card Account as if it had been submitted to the Bank in writing and signed, and the Company and the Cardmember hereby authorise the Bank to do so.
- 11.3 The Company and the Cardmember must examine each Statement and must notify the Bank in writing within 60 days from the issue date of such Statement of any unauthorised Charges arising from whatever cause, including forgery, fraud, lack of authority or negligence of the Company, the Cardmember 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 Cardmember or the Company shall be admissible against the Bank unless any such unauthorised 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 Company (other than the Cardmember) 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 Cardmember or the Company reports an

unauthorised transaction before the Payment Due Date, the Cardmember or the Company 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 requesting 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 Cardmember or the Company 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 discretion of the Bank to which such unauthorized transaction relates (but shall be no longer than 90 days except in circumstances which are beyond control of the Bank) and the Cardmember and the Company 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 a 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 Master Account or 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 Company 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 of the Master Account or 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 Cardmember, 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 the 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 Clauses 12.3(b) and 12.3(c), it shall promptly notify the Company or (as the case may be) the Cardmember to which such exercise of rights relates.

### **13. Exclusion and Limitation of Liability**

13.1 The Bank shall not be under any liability whatsoever to the Cardmember and the Company 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 the Cardmember against the supplier of such goods or services, or any other dispute between the Cardmember and any such supplier, for the avoidance of doubt, each Cardmember and the Company 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, other computer terminal, Internet website or any telecommunication devices to honour or accept a Card;
- (c) save as provided in Clause 11.3 above and subject to Clauses 13.2(a) and 13.5 below, the incurring of a Charge other than by a Cardmember;
- (d) subject to Clauses 13.2(a), 13.5 and 13.8 below, access to the use of the Card and/or services by the Cardmember or any other person whether or not authorised;
- (e) the Bank's inability to execute any of the Cardmember'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 Company or the Cardmember which is stored in the Card containing a device capable of storing data or information or the loss of such information or data due to the negligence of the Company or the Cardmember;
- (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 (i) to modify, suspend or withdraw any of the facilities, services or benefits from time to time available in respect of the Card pursuant to Clause 16.3 below, (ii) to amend the credit limit (including but not limited to any cash advance limit) applicable to a Card or a Card Account pursuant to Clause 16.4 below or (iii) to terminate a Card or a Card Account pursuant to Clause 17 below;
- (i) any injury to the credit character and reputation of the Company or the Cardmember 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 the Card whether or not instructed by the Bank;

- (j) any act of fraud, forgery or gross negligence of a Cardmember, the Company or any other Person (not being an employee, agent or servant of the Bank), including (without limitation) the Cardmember's failure to observe Clauses 7 and 13.4 or follow any other recommendation of the Bank from time to time regarding the safety and secrecy of the Card and the PIN; or
- (k) any act or omission of any third party (other than agents of the Bank) through which facilities of the Cardmember or the Company may be made available provided that the Bank shall have exercised reasonable care and skill in connection with its dealings with such third party.

13.2 Provided a Cardmember has not acted fraudulently or with gross negligence, such Cardmember and the Company 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 Cardmember received the Card or the Company 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 the theft of his Card or that the PIN is or may be known to any other Person from such Cardmember through the Hotline in accordance with Clauses 7.3 or 13.4 (as the case may be) or any other means acceptable to the Bank (provided that in the case of a lost or stolen card, the Cardmember 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 Cardmember's attention.

13.3 In the event of any proceedings which a Cardmember and/or the Company may bring against the Bank for any cause whatsoever, such Cardmember and/or the Company agree(s) that a Bank's liability shall not exceed those amounts wrongly charged to the Card Account (and interest on such amounts).

13.4 A Cardmember shall report to the Bank (through the Hotline) as soon as reasonably practicable upon discovery of the loss or theft of any Card or the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Card.

13.5 A Cardmember and the Company will not be liable for any unauthorised Charges incurred after the Bank has received proper notice of the loss or theft of his Card or that the PIN is or may be known to any other Person from such Cardmember through the Hotline in accordance with Clauses 7.3 or 13.4 (as the case may be) or any other means acceptable to the Bank, provided that such Cardmember has not acted

fraudulently or with gross negligence.

- 13.6 Where a Card incorporates a facility to enable such Card to be used to access a Cardmember's bank account with the Bank, such Cardmember must also report the theft or loss of a Card as soon as reasonably practicable to the Bank through the Bank's 24-hour lost card 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 Cardmember shall provide to the Bank all material information as to the circumstances of the loss or theft of a Card or disclosure of PIN and take all reasonable steps to assist the Bank to recover any losses so incurred.
- 13.8 The liability of a Cardmember and the Company to a Bank for unauthorised Charges (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 the amount specified in the attached Schedule save where such Cardmember has acted fraudulently or with gross negligence or failed to report to the Bank in accordance with Clauses 7.3 or 13.4 (as the case may be) whereupon such Cardmember and the Company shall be fully liable for such unauthorised Charges.
- 13.9 The liability of any Cardmember to the Bank for any unauthorised transactions under such Cardmember's account with the Bank prior to serving notice under Clause 13.6 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 Company and the Cardmember agrees
- (a) to be bound by the Data Notice which is distributed to the Company and each Cardmember with this Agreement;
  - (b) to the use of the Company's data and the personal data of the Cardmember respectively for the purposes specified in the Data Notice;
  - (c) to the transfer of the Company's data and the personal data of the Cardmember respectively 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 the Company's data and the personal data of the Cardmember respectively.
- 14.2 Without prejudice to the Data Notice, the Company and each Cardmember authorises the Bank to contact any Person (including, without limitation, employers, banks, financial institutions, credit card issuing companies, credit reporting agencies, credit bureaux 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 Master and/or Card Account. The Bank shall not approach any proposed referee for the Company and/or

each Cardmember unless the Company and/or Cardmember has first confirmed that he has obtained the prior consent of such referee.

- 14.3 The Company and each Cardmember authorise the Bank to compare information provided by the Company and/or Cardmember 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 including action which may be adverse to the interests of the Company and/or each Cardmember, for example, denying authorisation for the use of the Card or cancelling the Card.
- 14.4 Subject to the Data Notice, the Company and each Cardmember authorise 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 any Cardmember and a 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 the 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 a Bank may reasonably consider appropriate.
- 14.5 The Company and each Cardmember authorizes the Bank to disclose such information as is necessary in relation to the Cardmember 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 Company or any Cardmember marketing or promotional materials and documents and/or newsletters (in respect of which the Bank may or may not be remunerated) for marketing the following services and products:
- (a) financial, insurance, credit card, banking and related

services and products;

- (b) reward, loyalty or privileges programmes and related services and products; and
- (c) services and products offered by the Bank's co-branding partners (the name of such co-branding partners be found in the application form(s) for the related services and products, as the case may be).

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

14.8 The Bank agrees to notify a Cardmember or the Company (as the case may be) in writing within 30 days of a Cardmember's or the Company'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 Cardmember or the Company 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 the Cardmember'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, a 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 Cardmember and the Company.

## **16. Amendment**

16.1 This Agreement and any fees, charges and interest and charge rates payable or applicable under this Agreement may be amended at any time and from time to time by notice (except as provided in Clauses 16.3 and 16.4 below) from the Bank to the Cardmember and the Company. Where any such amendment is within the Bank's control 30 days prior notice of the amendment becoming effective shall be given to the Cardmember and the Company.

16.2 If a Cardmember or the Company does not accept such amendment, he/it shall give written notice to the Bank before the effective date of the amendment, terminating the use of the Card and, if appropriate, the Card Account and 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 Cardmember uses his Card or retains the Card after the effective date of an amendment, the Cardmember and the Company shall be deemed to have agreed to such amendment in all respects without reservation.

16.3 Subject to Clause 16.1, the Bank may 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 A Bank may at any time amend the credit limit (including but not limited to any cash advance limit) applicable to a Card or the Card Account to which such Bank relates without giving any reasons by notice to the Cardmember and/or the Company (as the case may be), such amendment to take immediate effect.
- 16.5 The Bank shall 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) A Cardmember may, and a Cardmember agrees that the Company 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 will not take effect until such written notice and all Cards, duly cut in two or otherwise defaced, have been received by the Bank.
- (c) A Cardmember may also request cancellation of the Card by notice to the Bank accompanied by return of such Card, duly cut in two or otherwise defaced.
- 17.2 The Bank may at any time, with or without notice as the Bank may determine in the circumstances, terminate the Card Account (to which such Bank relates) or a Card without giving any reasons. For the avoidance of doubt, these would include when the Bank is informed by a Cardmember that his PIN is or may be known to any other Person.
- 17.3 On termination of the Card Account (and notwithstanding any prior agreement between a Bank and the Company or any Cardmember to the contrary) or on the death or bankruptcy of the Cardmember or liquidation of the Company the total sum due to the Bank as reflected in the Card Account, and the amount of any Charges incurred after termination, shall become immediately due and payable and interest will accrue thereon thereafter at such rate as the Bank may from time to time notify its customers. The Cardmember and the Company shall be jointly and severally responsible for all outstanding Charges together with interest under the Card Account notwithstanding the termination of the Agreement.

## **18. Automated Teller Machines, Bank Account Services 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 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 Cardmember's bank account with the Bank, the terms and conditions of the Bank from time to time in force shall apply to the use of the Card for these purposes.
- 18.3 If the Bank introduces any other products, facilities or services to Cardmembers 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 relevant specific terms and conditions of each facility, product or service shall prevail.

## **19. Notices**

- 19.1 Each Cardmember irrevocably appoints the Company as his agent for the purposes of service by a 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 a 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 (a) by ordinary post to the usual or last known address of the Company and the Cardmember, or (b) by fax, email or otherwise over the internet and such document shall be deemed to have been duly served (1) 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 (2) 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 Company's and/or Cardmember's (as the case may be) failure to receive a statement or other communication if the Bank send 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 Company's and/or Cardmember's (as the case may be) usual or last known address is returned for non-delivery due to address change and the Company and Cardmember cannot be contact. For mutual protection, the Company and Cardmember 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, each Bank is requested and authorised 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), 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 Cardmember or the Company (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 Cardmember and the Company undertake to keep a 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 such 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 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 each Cardmember and the Company in whose names the notice was given in the absence of manifest error, fraud or negligence. The Bank may also require the Cardmember and the Company to confirm in writing any instructions given by telephone.

## **20. Expenses of Enforcement**

The Company and, as the case may be, every Cardmember 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 Cardmember and the Company with a breakdown of all expenses he/it is liable to pay under this Clause 20.

## **21. Law and Language**

21.1 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.

21.2 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.

- 21.3 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.
- 21.4 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.

Industrial and Commercial Bank of China (Asia) Limited  
UnionPay Dual Currency Corporate Credit Card

Cardmember Master Agreement - Schedule

1. Specified amount referred on in Clause 1(t)(i)  
HKD50 for Hong Kong Dollar Card Account; and  
RMB50 for for Renminbi Card Account respectively
2. Percentage referred on in Clause 1(t)(i)  
5% of the outstanding amount shown on the current  
Statement in respect of the Hong Kong Dollar Card Account  
and the Renminbi Card Account respectively
3. Maximum liability for unauthorised Charges referred to in  
Clause 13.8  
Up to HKD500

Effective Date: August 2011