

## Summary of Major Terms & Conditions of CMB Wing Lung UnionPay Dual Currency Credit Card Cardholder Agreement

CMB Wing Lung Bank Limited ("the Bank") is pleased to provide you with a full copy of the CMB Wing Lung UnionPay Dual Currency Credit Card Cardholder Agreement ("Cardholder Agreement") upon your request. If you have any questions on the terms and conditions of the Cardholder Agreement, please call our hotline at 3711 6688. For your information, certain terms and conditions of the Cardholder Agreement are highlighted below. **Please refer to the full terms and conditions of the Cardholder Agreement which shall prevail.** References to Clauses in brackets below are to the Clauses of the Cardholder Agreement.

### 1. Safety of the Card (Clause 3(b))

Each Cardholder must sign his Card upon receipt, in the signature panel provided (except that Virtual Card does not require signing); keep his Card / PIN / authentication factors (for example, personal identification numbers and authentication tokens) / mobile device(s) with credit card(s) bound to the mobile wallet safe and secure at all times; and refer to the security advice provided by the Bank from time to time. Each Cardholder shall be fully responsible for any failure or delay in doing so.

### 2. Confidentiality of PIN and authentication factors (Clause 6(a))

Each Cardholder shall refer to the security advice provided by the Bank from time to time and use all reasonable care to keep his PIN / authentication factors secret to prevent fraud and (i) will destroy the original printed copy of the PIN / authentication factors; (ii) will not disclose his PIN / authentication factors to any other Person; (iii) will never write down the PIN / authentication factors on the Card or anything usually kept with or near it; (iv) will not write down or record the PIN / authentication factors without disguising it; and (v) shall as soon as reasonably practicable inform the Bank if he becomes aware that his PIN / authentication factors is lost, stolen or the authentication factors or card information has been compromised. Each Cardholder shall be fully responsible for any failure or delay in doing so.

### 3. Use of the Card (Clauses 4(e) and 4(f))

Each Cardholder shall not permit his Card / PIN / authentication factors to be used by any other Person, otherwise, each Cardholder shall be fully responsible for any failure in doing so. Each Cardholder shall not use his Card for any illegal purpose and shall be fully responsible for any failure in doing so, otherwise, he shall fully indemnify the Bank against all loss (whether direct or indirect) and all reasonable expense arising out of such failure.

### 4. Charges and Finance Charges (Clauses 7(a) and 9)

The following Charges may be debited by the Bank to the Card Account:- the amount of any purchase, of goods and/ or services made by use of a Card; the amount of any cash advance made in respect of a Card and cash advance handling fee; and any amount due in respect of any other facility or service that the Bank may from time to time provide or arrange. In addition to Clause 7 above, the Bank may debit the followings to the Card Account:- (a) daily calculated and accrued finance charge on each cash advance and its handling fee from the date of such advance until payment of the entire balance of the cash advance in full; and (b) daily calculated and accrued finance charge on the unpaid balance of the Card Account (excluding any balance of cash advance) after the date of the Statement until payment in full. For the avoidance of doubt, this finance charge will not be levied by the Bank if the Bank did receive the full payment of the balance of the Statement on or before the payment due date of the Statement. Notwithstanding any other provision in the Cardholder Agreement, all applicable fees and charges of the Bank are contained in the Notice "CMB Wing Lung UnionPay Dual Currency Credit Card List of Service Charges", a copy of which currently in force will be provided upon your request and is provided on such Digital Banking Platform as the Bank may from time to time consider appropriate.

### 5. Transactions Posted Account (Clause 7(c) to (d))

Charges for transactions in HKD will be posted to the HKD Account. Transactions in any other currency than HKD or CNY will be converted into HKD at the exchange rate determined by UPI on

the exchange date with a related foreign currency transaction fee (if applicable) as specified in the "CMB Wing Lung UnionPay Dual Currency Credit Card List of Service Charges" from time to time in force and be posted to the HKD Account. The exchange date may be different from the transaction date and the exchange rate is subject to market fluctuation. Due to the settlement arrangement, some card transactions in CNY may be posted to the HKD Account if the said card transactions are processed by the merchant establishments or financial institutions in HKD, including but not limited to charges incurred through cash advances in CNY effected at JETCO ATMs. Subject to the aforementioned, charges incurred in all card transactions effected by the use of the Card in CNY will be posted to the CNY Account.

### 6. Payment (Clause 11(a) to (b))

The Cardholder shall settle the HKD Account and CNY Account separately. Amount overpaid to HKD Account will not be credited to CNY Account or vice versa. All HKD Account and CNY Account payments can be made in HKD and CNY respectively. If payment is made in HKD for the CNY Account, the amount will be converted at the exchange rate set on the date when the Bank confirms receipt of payment and then credited to the Card Account.

### 7. Liability (Clause 10(a) to (c))

The Account Holder is liable for the total amount due to the Bank in respect of the Card Account. Each Supplementary Cardholder/Corporate Cardholder is also liable for the total amount due to the Bank attributable to his own use of a Card. However, a Supplementary Cardholder/Corporate Cardholder will not in any event be liable for any amount due to the Bank attributable to the use of a Card by the Account Holder or other Supplementary Cardholder(s)/Corporate Cardholder(s) (if any). The Bank may at any time require each Cardholder to repay the amounts for which in its discretion they are respectively liable.

### 8. Expenses of Enforcement (Clause 19)

Each Cardholder shall be liable to indemnify the Bank in respect of all reasonable expenses properly incurred by the Bank in enforcing or attempting to enforce this Agreement against himself including all reasonable legal fees and disbursements. The Bank may from time to time use third party agencies to collect overdue amount from a Cardholder, and shall be entitled to the like indemnity from such Cardholder in respect of the reasonable costs and expenses thereby incurred. The Bank shall, on request, provide a Cardholder with a breakdown of all expenses he is liable to pay under this Clause.

### 9. Maximum Liability for Card Loss (Clause 12(b))

Provided that a Cardholder have not acted fraudulently or with gross negligence or have not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his Card / authentication factors / mobile device(s) with credit card(s) bound to the mobile wallet has been lost / stolen / misused, or the authentication factors or card information has been compromised, or have not failed to comply with his obligations under Clause 3(b) or 6(a), the maximum liability of that Cardholder in the event of any loss, theft or misuse of his Card / authentication factors / mobile device(s) with credit card(s) bound to the mobile wallet shall not exceed HKD500. This limit is confined to loss specifically related to the Card Account and does not cover cash advances.

### 10. Duty to Examine Statements (Clause 13(e))

The Account Holder must examine each Statement and must notify the Bank in writing within 60 days from the date of such Statement of any unauthorized transactions, including forgery, fraud or lack of authority. In the absence of any complaint from the Account Holder or any Cardholder within 60 days after the date of any Statement, they shall be conclusively deemed to have accepted the correctness of that Statement. However, the Account Holder is not responsible for unauthorized transactions arising from (a) forgery or fraud of a third party in relation to which the Bank has failed to exercise reasonable care or (b)

forgery, fraud, default or negligence of the Bank's employees or agents.

**11. Bank's Right of Set-off (Clause 10(g)(ii))**

The Bank is entitled (but not bound) to set-off or transfer, at any time and without prior notice, (a) the credit balance in any account(s) of the Account Holder, whether held singly or jointly with others and whether on current savings or time deposit and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount due to the Bank in respect of the entire debit balance of the Card Account (be it attributable to his own use or a Supplementary Cardholder's/Corporate Cardholder's use of a Card) or (b) the credit balance in any account(s) of a Supplementary Cardholder/Corporate Cardholder, whether held singly or jointly with others and whether on current savings or time deposit and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount due to the Bank in respect of the debit balance of the Card Account attributable to his own use of a Card. For the purpose of set-off of funds in any currency other than Hong Kong Dollars the Bank may convert the currency into Hong Kong Dollars at such rates and at such times as the Bank may reasonably determine. If the Bank exercises its rights under this Clause, it shall notify the relevant Cardholder promptly.

**12. Cardholder's Right of Termination (Clause 17(a)(i) and (ii))**

The Account Holder may at any time by notice in writing to the Bank terminate the Card Account or the use of any Card. A Supplementary Cardholder/Corporate Cardholder may also at any time by notice in writing to the Bank terminate the use of his Card. Such notice will not take effect until all Cards relating to the Card Account or the Card of the relevant Supplementary Cardholder/Corporate Cardholder (as the case may be), duly defaced, have been received by the Bank (except that Virtual Card does not require defacing).

**13. Use of Virtual Cards (Clause 4(i))**

Notwithstanding any other provision in the Cardholder Agreement, the Cardholder of a Virtual Card may use the Virtual Card to effect Virtual Card Transaction only. Holders of Virtual Cards may not enjoy all or the same benefit available to other Cardholders which include but not limited to the following: (i) issuance of supplemental Card(s); (ii) ATM Service; and (iii) card-present transactions.

**14. Communication channels and non-paper form Bank Documents (Clause 21)**

Subject to applicable laws, regulations and industry practice, the Bank may send, transmit or make available Statements, transaction advices, confirmations, notices (including amendment notices), documents and other communications in connection with the Card to the Cardholder through the Bank's Digital Banking Platform, SMS message, electronic direct mail, statement insert or such other electronic or digital platforms, systems, channels, websites, services or facilities of the Bank or any third party upon such terms and requirements as may be imposed or required by the Bank or otherwise imposed by and applicable to the relevant electronic platform from time to time.

CMB Wing Lung Bank Limited December 2024

Note: CMB Wing Lung Bank Limited reserves its final approval right of the relevant card application.