

WING LUNG UNIONPAY DUAL CURRENCY CREDIT CARD CARDHOLDER AGREEMENT

PLEASE READ AND UNDERSTAND THIS AGREEMENT CAREFULLY (Particularly, Clauses 3(b), 4(e) and (f), 6(a), 7, 8, 9(a) and (b), 11, 12(e), 13, 14(b) and (e), 15(a) and 18) BEFORE USING OR SIGNING THE CARD. BY USING OR SIGNING THE CARD, YOU WILL BE DEEMED TO HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS AND WILL BE BOUND BY THEM. IF YOU HAVE ANY QUESTIONS ON THE FOLLOWING TERMS AND CONDITIONS, PLEASE CALL OUR HOTLINE AT 3711 6688.

1. Definitions

In this Agreement the following words shall have the following meanings, unless the context otherwise requires. Words denoting the singular shall include the plural, and words denoting one gender shall include all genders.

- (a) **"Account Holder"** means a Person in whose name the Card Account is maintained for the purposes of this Agreement.
- (b) **"ATM"** means any Automatic Teller Machine in operation in the Network and such other networks as from time to time announced by the Bank.
- (c) **"Bank"** means Wing Lung Bank Ltd., and includes its subsidiaries, and its or their successors and assigns.
- (d) **"Card"** means Wing Lung UnionPay dual currency credit card, whether a principal, supplementary or corporate card, and including an affinity or cobranded card, issued by the Bank pursuant to this Agreement.
- (e) **"Card Account"** means the HKD Account and the CNY Account opened and maintained by the Bank for the purposes of this Agreement.
- (f) **"Cardholder"** means the Account Holder, all Supplementary Cardholders and Corporate Cardholders, or any of them.
- (g) **"Charge"** means any amount which the Bank debits to the Card Account pursuant to Clauses 7 and 8 below.
- (h) **"CNY"** means Renminbi, the lawful currency of the People's Republic of China.
- (i) **"CNY Account"** means any CNY account opened and maintained by the Bank for the purposes of recording

debits and credits in CNY in respect of usage of the Card under this Agreement.

- (j) **"Corporate Cardholder"** means a Person in whose name a Card has been issued by the Bank for a corporate card.
- (k) **"CUP"** means China UnionPay Company Limited, a joint stock limited liability company incorporated in the People's Republic of China with headquarters in Shanghai, the People's Republic of China.
- (l) **"Enquiry Services"** means the services referred to in Clause 14 below.
- (m) **"ESI"** (enquiry service identification) means any form of identification as supplied by the Bank (or as subsequently changed) to each Cardholder to enable him to identify himself for the purpose of the enquiries referred to in Clause 14 below, and includes (without limitation) a telebanking password, NET Banking logon ID and password.
- (n) **"HKD"** means Hong Kong Dollars, the lawful currency of Hong Kong.
- (o) **"HKD Account"** means any HKD account opened and maintained by the Bank for the purposes of recording debits and credits in HKD in respect of usage of the Card under this Agreement.
- (p) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (q) **"Mainland China"** means any part of the People's Republic of China but excluding Hong Kong, Macau and Taiwan.
- (r) **"Network"** means the network of ATM bearing the logo from time to time adopted by CUP and such other networks of ATM from time to time announced by the Bank.
- (s) **"Person"** means any individual, corporation, firm, company, institution or other legal or natural person whatsoever.
- (t) **"PIN"** means the personal identification number supplied by the Bank (or as subsequently changed) enabling a Person to identify himself when using a Card.
- (u) **"Statement"** means a monthly statement of the Card Account sent by the Bank by whatever means to the Account Holder, setting out the details of the transactions and credit/debit balance in respect of the Card Account in that month.
- (v) **"Supplementary Cardholder"** means a Person in whose name a Card has been issued by the Bank for a supplementary card.

2. Applicability of this Agreement

- (a) All facilities and services made available by the Bank to any Person in respect of a Card or the Card Account are subject to the terms and conditions of this Agreement from time to time in force. A Person becomes subject to such terms and conditions (if not already so subject) by signing or using a Card or permitting its use.
- (b) This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of each Cardholder.

3. The Card

- (a) Each Card is the property of the Bank and must be surrendered on request.
- (b) Each Cardholder must:-
 - (i) sign his Card upon receipt, in the signature panel provided;
 - (ii) keep his Card safe and secure at all times; and
 - (iii) 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.

4. Use of a Card

- (a) Each Card shall be used by the Cardholder, and ensure that it is used:-
 - (i) within the credit limit (including any cash advance limit) from time to time notified by the Bank to the Account Holder and any debit balance of the Card Account which exceeds the credit limit shall be immediately due and payable; and
 - (ii) within the valid date (if any) and the expiry date embossed on his Card.
- (b) The Card is denominated in both HKD and CNY. Each Cardholder can use his Card at any contracted UnionPay merchant outlets to obtain goods and/or services.
- (c) Each Cardholder's right to use his Card shall terminate:-
 - (i) in the event of termination of this Agreement pursuant to Clause 16 below; or
 - (ii) in the event of loss or theft of his Card.
- (d) Each Cardholder hereby requests that renewal and/or replacement Cards be issued to each Cardholder until the Bank is notified by the Account Holder to the contrary provided the Bank shall not automatically renew a Card without giving the Account Holder at least 30 days' notice

to cancel the Card without having to pay the renewal fee (if any).

- (e) Each Cardholder shall not permit his Card to be used by any other Person, otherwise, each Cardholder shall be fully responsible for any failure in doing so.
- (f) Each Cardholder shall not use his Card for any illegal purpose and shall be fully responsible for any failure in doing so. Each Cardholder shall also observe all the laws and regulations from time to time in operation in any other countries or Mainland China in relation to any transactions conducted with the Card in such other countries or Mainland China. Otherwise, each Cardholder shall fully indemnify the Bank against all loss (whether direct or indirect) and all reasonable expense arising out of such failure.
- (g) Where the function of the ATMs Service is activated to the Card, the relevant terms and conditions of the ATMs Service (as stated in "General Conditions for Accounts and Services") shall be applicable to and binding upon the Cardholder.

5. Duty of Cardholder to Act in Good Faith

Each Cardholder will act in good faith at all times in relation to all dealings with his Card and the Bank, and will notify the Bank of any change of employment, business, residential address or work place address, telephone number, and of any change in personal or financial circumstances (in particular facing debt difficulties to repayment) which might be material to the Bank in permitting the use or the continued use of his Card.

6. PIN

- (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 secret and will not disclose his PIN to any other Person, and shall as soon as reasonably practicable inform the Bank if he becomes aware that his PIN is known to any other Person. Each Cardholder shall be fully responsible for any failure or delay in doing so.
- (b) A PIN may be altered by a Cardholder at any time through the appropriate means provided by the Bank.

7. Charges

- (a) The following Charges may be debited by the Bank to the Card Account:-

- (i) the amount of any purchase of goods and/or services made by use of a Card;
- (ii) the amount of any cash advance made in respect of a Card and cash advance handling fee; and
- (iii) any amount due in respect of any other facility or service that the Bank may from time to time provide or arrange (including but not limited to the followings):-
 - an annual membership fee (unless waived) for the use of each Card;
 - a handling fee for the supply of reissued or replacement Cards;
 - a handling fee for each cheque tendered to the Bank in respect of the Card Account which is not honoured, and for each direct debit or autopay instruction which is returned unpaid; and
 - a late payment charge, if at any time the minimum payment due has not been paid by the payment due date as specified in that Statement.

The Charges of the Bank are contained in the Notice "Wing Lung UnionPay Dual Currency Credit Card List of Service Charges", a copy of which currently in force is supplied with this Agreement.

- (b) Charges may be debited to the Card Account notwithstanding that they were incurred (without limitation) by telephone, fax or mail order, internet order, recurring payment, direct debit authorisation or use of a Card in an ATM, merchant's Point Of Sale terminal or credit card pay phone or any other facility permitting use of the Card without the execution of a sales draft or the signature of a Cardholder.
- (c) 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 CUP on the exchange date with a related foreign currency transaction fee (if applicable) as specified in the "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.
- (d) Due to the settlement arrangement, Charges for some transactions in CNY may be posted to the HKD Account if the transactions are processed in HKD by the merchants or financial institutions, including but not limited to cash advances in CNY effected at JETCO ATMs. Subject to the

above-mentioned, Charges for transactions in CNY will be posted to the CNY Account.

8. Finance Charges

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 in Clause 8(b) 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.

The finance charges of the Bank are contained in the Notice "Wing Lung UnionPay Dual Currency Credit Card List of Service Charges", a copy of which currently in force is supplied with this Agreement.

9. Liability

- (a) The Account Holder is liable for the total amount due to the Bank in respect of the Card Account.
- (b) 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).
- (c) The Bank may at any time require each Cardholder to repay the amounts for which in its discretion they are respectively liable.
- (d) Nothing in this Agreement shall affect the Bank's right of set-off, transfer and application of moneys at law or pursuant to any other agreement from time to time subsisting between the Bank and any Person.
- (e) Payments to the Bank:-
 - (i) shall be deemed not to have been made until such time as the relevant funds have been received for value by the Bank;

- (ii) 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; and
- (iii) may be applied in whatsoever way the Bank thinks fit.
- (f) Any credit to be given in respect of Charge will be applied by the Bank to the Card Account (and not to any specific Cardholder) only after receipt by the Bank of notification in form acceptable to the Bank.
- (g) The Bank is entitled (but not bound) to:-
 - (i) give effect to any instruction given by any Person to effect payment of sums due under this Agreement from another account with the Bank; and
 - (ii) 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 (g)(ii), it shall notify the relevant Cardholder promptly.
- (h) It is the duty of the Cardholder to request for reissuance of the Statement (subject to any Charge incurred) or to inquire with the Bank on the current debit balance of the Card or the Card Account for payment purpose.

10. Payment

- (a) Without prejudice to the Bank's right to demand immediate payment at any time, the Cardholder shall pay to the Bank

the balance of the Statement of the HKD Account and the CNY Account on or before the payment due date of the Statement. The Cardholder shall settle the HKD Account and the CNY Account separately. Any excess payment towards settlement of the HKD Account will not be automatically credited by the Bank towards settlement of the CNY Account or vice versa.

- (b) Payments towards the HKD Account and the CNY Account can be made in HKD and CNY respectively. If payment is made in HKD towards 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 CNY Account.
- (c) In the event there is any excess fund in the HKD Account, the Bank shall be entitled but not obliged to accept payment of any sum of money into the HKD Account in excess of settlement of the HKD Account towards settlement of the CNY Account when it arises.

11. Loss, Theft or Misuse of Card

- (a) Each Cardholder must report and inform the Bank as soon as reasonably practicable of any loss, theft or misuse of his Card.
- (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 has been lost, stolen or misused 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 shall not exceed HK\$500. This limit is confined to loss specifically related to the Card Account and does not cover cash advances.
- (c) Subject to Clause 11(b), a Cardholder will be liable for all losses if he has acted fraudulently or with gross negligence or has failed to inform the Bank as soon as reasonably practicable after having found that his Card has been lost, stolen or misused or has otherwise failed to comply with any of his obligations under this Agreement.
- (d) Upon any loss, theft, misuse or termination of a Card or change of the Card Account, a Cardholder must also promptly notify the related merchant(s) for termination of or changing all autopay service(s) previously arranged in respect of the Card Account. The Cardholder shall be fully responsible for any failure or delay in doing so.

12. Records

- (a) The Bank's record of the amount of any Charge shall, in the absence of manifest error, be final and binding on each Cardholder, and the Bank's record of any Charge incurred using a PIN or over the internet or by means of an ATM or Point Of Sale terminal or other computer terminal shall be binding on each Cardholder as to its amount and consequence.
- (b) In the case of any Charge which does not originate from a sales draft, the Bank shall be entitled to give effect to the same as though the same were submitted to the Bank in writing and signed, and each Cardholder hereby authorise the Bank to do so.
- (c) To cancel a recurring payment arrangement of Card, Cardholder should directly contact the related merchant for cancellation of the recurring payment arrangement. Cardholder shall be responsible for charges of recurring payment debited by the Bank to the Card Account prior to the cancellation of recurring payment arrangement coming into effect.
- (d) Each Cardholder hereby authorises the Bank to use or disclose any information it may have concerning the Cardholder in accordance with the Bank's policies or notices on use and disclosure of personal data as set out in statements, circulars, notice of terms and conditions made available to Cardholder from time to time.
- (e) The Account Holder must examine each Statement and must notify the Bank in writing within 60 days from the date of such Statement pursuant to Clause 17 below of any unauthorised 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 unauthorised 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.
- (f) Where the Account Holder reports an unauthorised transaction before the payment due date and within the prescribed period specified in a Statement, the Account Holder may give a written request to the Bank for a deferral of the obligation to make payment of the disputed amount during the investigation period and request that any finance

charges be suspended in respect of the disputed amount while it is under investigation. If, however, the report made by the Account Holder 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.

- (g) In the course of providing services, the Bank may record any verbal communications between the Cardholder and the Bank in relation to such services.

13. Exclusion of Liability

- (a) Unless the Bank is negligent or guilty of wilful misconduct, the Bank shall be under no liability whatsoever to a Cardholder in respect of any loss or damage arising directly or indirectly out of:-
- (i) any defect in any goods or services supplied;
 - (ii) the refusal of any Person, ATM, Point Of Sale terminal, other computer terminal or internet website to honour or accept his Card;
 - (iii) the incurring of a Charge other than by him;
 - (iv) any statement made by any Person requesting the return of his Card or any act performed by any Person in conjunction therewith;
 - (v) the exercise by the Bank of its right to demand and procure surrender of his 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 ATM, Point Of Sale terminal, other computer terminal or internet website;
 - (vi) the exercise by the Bank of its right to modify, suspend or withdraw any of the facilities, services or benefits from time to time available in respect of his Card pursuant to Clause 15(b) below, to amend the credit limit (including any cash advance limit) applicable to his Card or the Card Account pursuant to Clause 15(c) below or to terminate his Card or the Card Account pursuant to Clause 16(b);
 - (vii) any injury to his credit character and reputation in and about the repossession of his Card, any request for its return or the refusal of any Person to honour or accept his Card; or
 - (viii) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 12(d).

- (b) Notwithstanding Clause 13(a), the Bank will bear any direct loss or damage suffered by a Cardholder arising out of (i) the fault or malfunction of any ATM, Point Of Sale terminal, other terminal or system or internet website owned by the Bank, unless the fault or malfunction is obvious or advised by a message or notice on display, (ii) misuse when the Card has not been received by the Cardholder, or (iii) transactions are made through the use of counterfeit cards. The Bank shall in any event be under no liability whatsoever to a Cardholder in respect of any indirect loss or damage arising out thereof.
- (c) If the Bank is a party to a shared electronic system, it will not avoid liability to the Cardholder in respect of any loss arising from the use of the Card either caused or contributed by another party to the system.

14. Enquiry Services

- (a) As an alternative to other means of communication, the Bank may permit a Cardholder to enquire as to the status of the Card Account, or transactions on the Card Account, via the Bank's telebanking or NET Banking services. Such permission does not extend to any other facility offered by such services, approval to use which must be obtained separately.
- (b) Each Cardholder shall not disclose his ESI required to make such enquiries to any other Person, and shall immediately inform the Bank if he becomes aware that his ESI is known to any other Person. Each Cardholder shall be fully responsible for any failure or delay in doing so.
- (c) An ESI may be changed by a Cardholder at any time through the appropriate means provided by the Bank.
- (d) Access to the Enquiry Services may be cancelled by a Cardholder on receipt of written notice to that effect by the Bank.
- (e) Each Cardholder agrees that the Bank gives no warranty as to whether information supplied by the Enquiry Services is current or correct, and that all such enquiries are for reference only.
- (f) Use of telebanking or NET Banking services is governed by the applicable terms and conditions of the Bank and is provided subject to the Bank's operational instructions. The conditions and instructions in force at the time the relevant enquiry is made may be accessed at the Bank's website. In the event of any conflict between the conditions, or the instructions, and this Agreement, the latter shall prevail.

15. Amendment

- (a) This Agreement and the Charge, fees and finance charges and charge rates payable or applicable under this Agreement may be amended at any time and from time to time by notice from the Bank to the Account Holder. Where any such amendment is within the Bank's control and except as provided in Clauses 15(b) and (c) below, at least 30 days' prior notice shall be given to the Account Holder.
- (b) The Bank may add to, modify, suspend or withdraw any of the facilities, services or benefits from time to time available in respect of a Card without notice. Without prejudice to the aforesaid, the Bank may provide at its discretion, additional services, benefits or programs in connection with any Card. Such additional services, benefits or programs are subject to their own applicable terms and conditions of the Bank. The Bank may withdraw or change any such additional service, benefit or program at any time without notice.
- (c) The Bank may at any time amend the credit limit (including any cash advance limit) applicable to a Card or the Card Account by giving prior notice to the Account Holder. In case of curtailing of the credit limit, such amendment may take immediate effect without prior notice.
- (d) The Bank may give notice of any amendment referred to in this Clause 15 in a Statement or by display at its branches, advertisement or otherwise, stipulating a date on which such amendment shall take effect.
- (e) If a Cardholder does not wish to accept the amendment(s) referred to in this Clause 15, he may terminate this Agreement in accordance with Clause 16(a) within a reasonable period and before such amendment(s) take effect. The Bank shall refund the paid annual fee (if any) on a monthly pro rata basis, if the fee can be separately distinguished and the amount involved is not minimal.

16. Termination

- (a) (i) 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.
- (ii) 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.

- (iii) Save as aforesaid neither the Card Account nor any Card may be terminated by the Account Holder or any Cardholder.
- (b) (i) The Bank may at any time, with or without notice as the Bank may determine in the circumstances, terminate the Card Account or a Card.
- (ii) On termination of the Card Account (and notwithstanding any prior agreement between the Bank and a Cardholder to the contrary) the total sum due to the Bank as reflected in the Card Account, and the amount of any Charge incurred after termination shall become forthwith due and payable by a Cardholder, provided that a Supplementary Cardholder/Corporate Cardholder will only be liable for the total amount due to the Bank attributable to his own use of his Card as the Bank may in its discretion determine and finance charges will accrue thereon thereafter at such rate as the Bank may from time to time notify as the rates of the finance charges referred to in Clause 8 above.
- (c) For the avoidance of doubt, the CNY Account shall be deemed to have been terminated upon termination of the HKD Account, or vice versa.

17. Notices

- (a) Each Supplementary Cardholder/Corporate Cardholder hereby irrevocably appoints the Account Holder as his agent for the purposes of service by the Bank of:-
 - (i) a Statement, including any notice (whether on the front or the reverse of a Statement) for which provision is made in this Agreement;
 - (ii) any other demand, communication or notice made or given by the Bank pursuant to this Agreement; and
 - (iii) legal process.
- (b) Any of the aforesaid documents may be served by sending the same by:-
 - (i) ordinary post to the usual or last known address of the Account Holder, and such document shall be deemed to have been received by the Account Holder two days after the date of posting if mailed to an address in Hong Kong or 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/or

- (ii) email (as the Cardholder chosen) to the usual or last known email address of the Cardholder, and such document shall be deemed to have been received by the Cardholder immediately after the email sent.

18. Expenses of Enforcement

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 18.

19. Law and Language

- (a) This Agreement shall be construed and the provision of Card facilities shall be governed by the laws of the Hong Kong, and subject to the non-exclusive jurisdiction of the Hong Kong Courts.
- (b) If, at any time, any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.
- (c) Nothing in this Agreement shall operate so as to exclude or restrict any liability where the Bank is negligent or guilty of wilful misconduct.
- (d) If there is any difference between the English language version of this Agreement and the Chinese language version, the English language version shall prevail.

(Effective: 2013-1)