



建行(亞洲)培正銀聯雙幣信用卡申請表格

For English version, please call our application hotline at 317 95500.

填妥及簽署此申請表後，請連同證明文件於2023年2月28日前寄回中國建設銀行(亞洲)股份有限公司，其地址為香港中環郵政信箱165號或傳真至3111 6117。借定唔借？還得到先好借！

公司專用

HP15

重要轉介資料

如此申請是由中介公司或第三方人士轉介而他們有或將會收取與申請相關的費用，請別選此空格

註：(i) 如閣下沒有剔選此空格，即表示此申請並非由中介公司或會收取費用的第三方人士轉介。(ii) 中國建設銀行(亞洲)股份有限公司(「建行(亞洲)」)將不會處理任何由中介公司轉介的申請。因為目前建行(亞洲)已停止接受中介公司轉介個人消費金融產品或服務(例如私人貸款、稅務貸款及信用卡)之申請。為保障客戶之利益，建行(亞洲)不會處理任何由會或將會向申請信用卡人士收取費用的第三方人士轉介的申請。

信用卡申請及迎新禮品



本人欲申請建行(亞洲)培正銀聯雙幣信用卡(40200)及選擇HKD300現金回贈(U56)作迎新禮品

註：(i) 申請人須為年滿18歲或以上之香港居民，建行(亞洲)培正銀聯雙幣信用卡之年薪要求最少須達150,000港元。(ii) 申請人必須於申請信用卡前6個月內並未持有任何建行(亞洲)所發的信用卡主卡及符合有關簽賬要求，方可獲迎新禮品。詳情請參閱「建行(亞洲)培正銀聯雙幣信用卡全新客戶迎新禮品之條款及細則」。

獎賞計劃

本人欲選擇以下「」號之獎賞計劃：

- 亞洲萬里通
- 現金回贈
- 回贈貨幣： 港幣 人民幣

註：如閣下未有選擇回贈貨幣或選擇多於一種獎賞計劃或回贈貨幣，本行將視作選擇港幣現金回贈計劃處理。

個人資料

先生 女士 身份證/證件上之英文姓名 姓名 其他名字 (姓氏) (名字) 身份證/證件上之中文姓名 姓名

證件類型 香港永久性居民身份證 香港居民身份證 中華人民共和國居民身份證 旅行證件 其他： (請註明)

證件號碼

前用姓名/別名(如適用- 請提供前用姓名/別名證明) 出生地點 出生日期 年 月 日

中文(姓氏) (名字) 英文(先寫姓氏)

國籍 中國香港 其他國籍(適用於雙重國籍) 婚姻狀況 單身 離婚 已婚 教育程度 小學 中學 大專和專科學校 大學或以上

住宅電話號碼 手提電話號碼 電郵地址(請用英文正楷清楚填寫)

住宅地址(請用英文正楷填寫，郵政信箱恕不接受)

室 樓 座 大廈/屋邨 門牌號碼及街道名稱

地區 香港 九龍 新界 住宅狀況 與父母同住 租賃 申請人產業 宿舍 公屋 按揭 每月供款/租金 現居年數 前居年數

就業資料

僱主名稱(請用英文正楷填寫) 職位 公司電話號碼

公司地址(請用英文正楷填寫，郵政信箱恕不接受)

室 樓 座 大廈 門牌號碼及街道名稱

地區 香港 九龍 新界 行業 行業性質(如屬出入口、貿易、製造、零售、批發行業，請註明產品/服務)

任職現公司年期 任職前公司年期 每月基本收入 每月佣金(如適用) 是否自僱

年 月 港元 港元 是 否 如屬自僱，任職此行業年期

其他指示

郵寄地址 住宅 公司 通訊語言 中文 英文

註：如未有選擇或選擇多於一項郵寄地址/語言指示，建行(亞洲)將代為選擇住宅地址/中文。

本人不同意接受信用限額過額安排

註：此選擇亦將取代閣下現有之綜合信用限額過額安排(如適用)。如閣下沒有選擇「不同意」，建行(亞洲)可在其獨有酌情權下准許信用卡交易超出有關之信用限額，閣下須就該等交易款項及180港元過額費用負上全責。

即使閣下已選擇「不同意」，在某些情況下(例如：八達通自動增值服務及購買電影戲票等毋須核准交易之誌賬)，交易金額仍可能超出信用限額，而閣下須就該等交易款項及過額費用負責。

本人不同意登記電子月結單服務

註：1. 如閣下沒有選擇「不同意」，即表示閣下接受以電子模式收取所有信用卡月結單，並明白不會收到郵寄月結單。2. 郵寄紙張信用卡月結單費用為每位客戶每一季度10港元。

與本行之關係

閣下是否(1)現為或於過去12個月內為中國建設銀行集團(「建設銀行集團」)的董事/主要股東/行政總裁/僱員或任何該等董事/主要股東/行政總裁/僱員的親屬或受託人？或(2)現在或將來與(1)建設銀行集團或其任何附屬公司及/或相聯公司的董事；或(ii)控制10%或以上建設銀行集團或其任何附屬公司及/或相聯公司之股權的人士或公司或該公司的任何董事；或(iii)建設銀行集團或其任何附屬公司及/或相聯公司的間接控權人或該間接控權人的任何董事有任何關連？

註：就本條款而言，「親屬」的定義見香港法例第155S章《銀行業(風險承擔限度)規則》第85條(4)。

是(請填上該有關人士的中英文姓名或公司/機構的中英文名稱) 與該有關人士或公司/機構的關係

否，茲證明於本申請表簽署日，本人與建設銀行集團或建行(亞洲)並無上述(1)及(2)段的關連。若本人在日後有上述(1)及(2)段的關連，本人會立即以書面形式通知建行(亞洲)。

市場推廣選項

我們希望為您提供本行的最新優惠、推廣及服務資訊，例如： 產品續期優惠 重量級積分獎賞 額外現金回贈推廣 優先訂購演唱會門票 旅遊/餐飲/購物/娛樂消閒等優惠

如不希望以下列方式收取相關資訊，請別選相關空格： 電郵 電話訊息 電話來電 郵遞 WhatsApp*

*WhatsApp是一種第三方通訊渠道與建設銀行亞洲的WhatsApp官方商業帳號查詢，此帳號已通過審查和認證，並附有綠色別號於WhatsApp聯絡人名稱旁邊以作識別，受條款及細則約束。

1. 有關可能用於市場推廣的個人資料種類及推廣的產品、服務及/或目標類別，請參閱「中國建設銀行(亞洲)股份有限公司-有關個人資料(私隱)條例之客戶通知」。2. 此選擇將取代閣下現有於本行記錄之選擇(如有)，惟本行須時更新有關記錄。3. 如中文譯本與英文譯本在文義上出現分歧，概以英文為準。

聲明及簽署

在簽定此申請表，本人確認：(1)本人已參閱、明白及同意遵守(i)建行(亞洲)信用卡會員合約(主要條款已於背頁列印)；(ii)「服務收費一覽表」；(iii)中國建設銀行(亞洲)股份有限公司-有關個人資料(私隱)條例之客戶通告；(iv)此申請表上之條款及細則、備註及聲明；(v)「電子月結單服務條款及細則」(如適用)及(vi)推廣條款及細則(如適用)；(2)本人名下的貸款/信用卡從沒有因欠賬而被取消；(3)本人現在並沒有超過30日逾期歸還之任何貸款；及(ii)本人從沒有被頒佈破產令，亦未有申請或意圖申請破產；及(3)此申請表所提供的資料全部屬確實無訛及完整，本人並授權建行(亞洲)可以任何建行(亞洲)所選擇的方式確認或審查該資料及本人的信貸紀錄；(4)本人明白建行(亞洲)或獲授權之銷售人員之酬金制度(例如底薪及/或獎賞)，乃基於銷售人員在財務及非財務指標(如適用)的工作表現掛鈎，並非只著重銷售達標與否。

申請人簽署

日期

公司專用

Zip Code 2: CXX DV DE QC PV 22CC0 PTO22C PSN1

建行(亞洲)個人信用卡賬戶之信用額為綜合信用限額。每位信用卡會員之所有VISA、Mastercard及/或銀聯個人信用卡賬戶將會共用此綜合信用限額。如閣下為現有客戶並遞交最近之入息證明，經建行(亞洲)批核後將有機會增加綜合信用限額。就此綜合信用限額，建行(亞洲)將為此信用卡賬戶設立預定信用限額。你可透過網上銀行更新名下其他信用卡的信用限額。

身份證副本(如閣下為非香港永久居民，須同時提供來源地的有效護照副本或入境簽證副本。)；

現居住址證明副本如電費單、差餉單、銀行月結單(發出日期為最近3個月內)；及

下列**其中一份**入息證明副本：

- i) 最近1個月(最近6個月-如閣下之主要收入來源是以佣金或超時津貼為基準)附有閣下姓名之糧單；或
- ii) 最近3個月附有閣下姓名、賬戶號碼及薪酬之銀行月結單/存摺；或
- iii) 最近1個月附有閣下姓名之強積金供款通知書；或
- iv) 最近附有閣下姓名之薪俸稅/利得稅單(發出日期為最近1年內)；或
- v) 閣下如獨資或合夥經營，請附上貴公司之最近期營業稅單及最近6個月公司及個人之銀行存摺。

註：所有文件連同申請表一經遞交概不會被退還。建行(亞洲)可能需要閣下提供額外文件以作批核。

1. 建行(亞洲)可全權決定批核此申請與否及在拒絕此申請時毋須給予任何理由。如閣下此申請獲批核及現時於建行(亞洲)已持有任何戶口或產品，閣下就此信用卡申請所提供的資料及指示將會取代閣下於建行(亞洲)的所有戶口或產品記錄(郵寄地址及手提電話號碼只會取代閣下的所有信用卡戶口記錄)，惟個人資料用於直接促銷之指示將不論此申請獲批核與否亦會取代於建行(亞洲)記錄。
2. 建行(亞洲)信用卡會員合約(「信用卡會員合約」)信中的主要條款包括：
 - a. 購物簽賬之財務費用按每月**2.6%**計算(即每年**36.07%**)，現金透支之財務費用按每月**2.6%**計算(即每年**37.98%**)。詳情可參閱信用卡會員合約及服務收費一覽表。
 - b. 就信用卡及私人密碼之保安 - 本人必須：
 - 於收到信用卡時立即在信用卡上簽名；
 - 將信用卡保存在安全的地方；
 - 將任何私人認證號碼或密碼保密；及
 - 本人須就因本人未能或延遲履行上述之責任而引致建行(亞洲)蒙受的所有合理的損失負上全責。
 - c. 本人須就本人若作出欺詐行為或嚴重疏忽而令建行(亞洲)蒙受的所有損失負上全責。
 - d. 本人須負責所有透過信用卡未經授權之交易賬項。如本人行為誠實，盡力及合理，並將信用卡遺失/被竊通知建行(亞洲)及當地警方，本人就向建行(亞洲)報失之前所產生之未經授權之信用卡交易(不包括現金交易)所需承擔之最高款額為**500港元**。
 - e. 除非本人在60天內以書面報告任何未經授權之交易賬項，否則本人的信用卡賬戶月結單將視為正確無誤。
 - f. 本人須支付所有建行(亞洲)在追討本人債務時所蒙受的合理費用及收費。
 - g. 建行(亞洲)可隨時要求本人立刻繳付信用卡賬戶內的欠款結餘。
 - h. 主卡及附屬卡債務—主卡之信用卡會員須負責顯示於信用卡賬戶中(i)他/她個人的債務及(ii)每位/所有附屬卡信用卡會員的債務。而每位附屬卡信用卡會員只須負責顯示於其附屬卡賬戶中的債務。
 - i. 若本人不接受將來信用卡會員合約中的更改，本人可終止本人的信用卡(將它剪成兩半，並以郵遞方式歸還給建行(亞洲))。若本人繼續持有/使用信用卡即表示本人接受該更改。
 - j. (只適用於銀聯雙幣信用卡)如本人獲發之信用卡為備有八達通卡功能之建行(亞洲)八達通銀聯雙幣信用卡，當使用該信用卡內之八達通功能，須符合建行(亞洲)八達通銀聯雙幣信用卡之八達通功能使用條款及細則及信用卡會員合約之規定。建行(亞洲)八達通銀聯雙幣信用卡已預設八達通自動增值服務(「自動增值服務」)，而該預設安排不可取消(除非自動增值服務與建行(亞洲)八達通銀聯雙幣信用卡一併終止)。使用自動增值服務須符合八達通自動增值協議之規定。
 - k. (只適用於銀聯雙幣信用卡)本人同意：
 - (i) 於香港或海外(不包括中國內地)進行的所有交易(包括現金透支)(無論交易以任何貨幣進行)，將誌賬於本人港幣卡賬戶。
 - (ii) 在以下第(iii)條款規限下，於中國內地進行的所有交易(包括現金透支)(無論交易以任何貨幣進行)，將誌賬於本人人民幣卡賬戶。
 - (iii) 由於清算安排，某些以人民幣為貨幣單位的交易(包括現金透支)，將可能誌賬於本人港幣卡賬戶。
 - (iv) 於中國內地以外地方，以信用卡所作之港幣及人民幣以外貨幣的所有交易(包括現金透支)，將按銀聯於折算日所採用的匯率折算為港幣，並誌賬於本人港幣卡賬戶。本人同意接受匯率及不提出爭議。
 - (v) 就港幣卡賬戶而產生的所有收費及費用，將誌賬於本人港幣卡賬戶。
 - (vi) 就人民幣卡賬戶而產生的所有收費及費用，將按照服務收費一覽表誌賬於本人港幣卡賬戶或人民幣卡賬戶。
 - l. (只適用於銀聯雙幣信用卡)於繳款時，本人須清晰指定入賬的信用卡賬戶。尤其，港幣卡賬戶須以港幣繳款，而人民幣卡賬戶須以人民幣繳款。若本人以港幣繳付本人的人民幣卡賬戶的結欠，本人須以建行(亞洲)不時指定的方式列明。

1. 如閣下未有使用建行(亞洲)的網上銀行服務，請於收到新卡後於建行(亞洲)網站登記網上銀行服務。
2. 當電子月結單已上載到網上銀行，建行(亞洲)將以電郵通知主卡會員。請在此申請表填寫閣下之個人電郵地址以收取有關通知。

中國建設銀行(亞洲)股份有限公司(「本行」)信用卡 電子月結單服務(「電子月結單」)條款及細則

本條款及細則(i)載明貴客戶與本行就閣下使用電子月結單服務各自的權利及責任(「本條款及細則」);及(ii)附加於並須與本行(亞洲)信用卡會員合約(如適用)及其附帶之服務收費一覽表(統稱為「信用卡會員合約」)一併閱讀;及(iii)附加於並須與網上銀行服務的條款及條件一併閱讀。於使用電子月結單前,請仔細閱讀及確保閣下完全明白本條款及細則。閣下一經使用電子月結單,即表示已接納本條款及細則。

1. 定義

除特別註明外,本條款及細則的定義釋義須與信用卡會員合約相同。
「指定電郵地址」指閣下指明之電郵戶口用以使用電子月結單或其他本行透過互聯網服務提供之服務或本行透過銀行手機應用程式提供的卡類服務。
「銀行流動應用程式」指銀行不時指定的流動應用程式軟件。
「銀行網站」指 www.asia.ccb.com 或由銀行不時主辦之其他網站。
「電子月結單」指就信用卡賬戶而發出的電子月結單或其他賬單。
「網上銀行」指銀行透過銀行網站及/或銀行流動應用程式向客戶提供的服務,客戶可使用進入網上銀行服務所需之電腦設備、流動裝置、其他設備或裝置及所有連接或裝載其內之硬件、軟件、應用程式及數據裝置向銀行取得資料或數據及/或發出指示,包括但不限於透過銀行進行交易。網上銀行為本行透過銀行網站及/或銀行手機應用程式提供的新增並成為一體的服務。

2. 電子月結單之使用

- 2.1 本行獲得已登記收取電子月結單之信用卡會員的授權和指示,透過網上銀行,將本行不時發出及提供有關閣下在本行信用卡戶口的賬單以電子月結單方式提供予閣下取覽或使用。
- 2.2 若使用電子月結單服務,閣下必須(ii)是信用卡戶口的持有人;及(ii)以本行不時規定或接受的方式,在本行登記使用電子月結單服務,及採取本行通知閣下的一切必要的步驟以完成登記手續。
- 2.3 當閣下已成功登記並已經本行確認及接受電子賬單服務(i)電子月結單可於網上銀行供閣下閱覽、打印及下載;(ii)當電子月結單可於網上銀行閱覽、打印及下載時,本行將發送電郵通知至指定電郵地址;及(iii)本行將停止向閣下發送任何列印形式的戶口賬單。為免生疑問,本行在其認為合適的情況下有絕對酌情權決定會否發出月結單。
- 2.4 閣下承認及同意(i)本行將按本行不時認為適當的時期,將電子月結單保留於網上銀行以供閣下閱覽或使用;(ii)閣下須立即審核電子月結單及在有需要的情况下把電子月結單的本/副本列印作保留,本行並無需就電子月結單的遺失或閣下之無法取覽電子月結單所引致的損失負有任何責任;(iii)本行不會就任何電郵通知通知的延遲或不通知,或閣下未能接收該通知(不論是否由於閣下未能提供指定的電郵地址)負上任何責任;(iv)縱使信用卡會員合約有其他的條文,若信用卡戶口被取消或終止,本行不會發出任何形式的月結單;(v)如閣下未能或延遲收到本行發出的通知,或接收通知或電子賬單時出現其他不尋常情況或問題,必須立即透過本行可接受的辦法及形式通知本行;(vi)本行保留隨時修訂月結單(包括但不限於頁背)的權力而恕不另行通知。
- 2.5 本行將就閣下將來在本行開設的其他合資格信用卡戶口,向閣下提供電子月結單服務。如閣下擁有Visa/萬事達信用卡,當其中一張登記收取電子月結單,閣下名下所有之Visa/萬事達信用卡將會登記為收取電子月結單。如閣下擁有銀聯雙幣信用卡,當其中一張登記收取電子月結單,閣下名下所有之銀聯雙幣信用卡將會登記為收取電子月結單。

3. 客戶的保安責任

- 3.1 閣下承認知悉本行發給的電郵通知不會加密,本行不能保證透過電郵通知及/或互聯網使用及傳送資料的安全性,而且所傳送的資料可能出現錯誤、病毒、延誤,或被未經授權人士截取、修改或竄改。因此閣下同意採取一切合理可行的措施確保閣下的系統或流動裝置作業系統具有充分的保安功能,並且採用和維持本行就閣下使用、接入及/或運作電子月結單服務不時規定保安程序。
- 3.2 閣下不得允許任何人代閣下使用、接入及/或運作電子月結單服務。
- 3.3 閣下如連線至電子月結單服務或接入電子月結單服務,不得擅自離開我的系統或流動裝置作業系統使之無人看管。
- 3.4 閣下切勿透過在屏幕上顯示電子通訊所載的網站超連結提供閣下的

戶口或個人資料。本行授權的所有網站超連結只供參考,並不會要求閣下輸入戶口或個人資料。閣下同意並承諾就閣下使用本服務而招致的任何損失、損害或開支,包括但不限於對閣下的資料、軟件、電腦、電訊設備或其他設備造成的任何損失或損害,閣下不會要求本行負責或承擔任何責任,除非此等損失、損害或開支乃完全並直接由本行的疏忽或蓄意違責所造成。

- 3.5 閣下須盡快通知本行指定電郵賬戶的任何更改。
- 3.6 建議閣下保存本行網上理財為閣下提供的任何電子月結單或打印以供將來參考。
- 3.7 閣下同意承擔電訊公司(不論是否由本行指定)就提供或服務電子賬單服務予閣下的有關電訊設備而收取的任何費用、收費或開支。閣下確認閣下已經評估及分析及了解、承認並接受使用電子賬單服務可能涉及的一切風險,包括但不限於電子賬單被攔截、監視、修改、竄改或未經閣下授權而被發送或披露。閣下同意本行不需就本行未能遵守本條款及細則下並未授權的保密資料及本行不時發出的其他保安指引或建議而負上任何責任。

4. 本條款及細則項下的責任

- 4.1 在任何情況下閣下因提供電子月結單及/或網上銀行及/或互聯網服務及/或本行透過銀行手機應用程式提供的卡類服務導致的任何損失或損害(包括但不限於間接的、後果性的或特別的損失或損害),本行無須承擔責任。
- 4.2 閣下須賠償及彌償本行因閣下違反本條款及細則及/或本行對閣下執行本條款及細則而招致的一切損失、損害賠償、費用或支出(包括法律及其他專業顧問費用)。
- 4.3 閣下將彌償本行並使本行獲得彌償對於本行在向閣下提供電子月結單服務時無論如何招致的任何後果、申索、法律程序、損失、損害賠償或支出(包括所有按彌償基準計算的法律費用)(但因本行疏忽或不當行為引起的直接損失或損害賠償除外),不論是否由於下列各項引起或與之有關(包括但不限於):(i)閣下不當使用電子月結單服務;及(ii)由於接入及/或使用電子月結單服務對本行之我的系統或流動裝置作業系統(或其他電腦硬件、裝置、設施或軟件)造成損害)。

5. 電子月結單服務的終止

- 5.1 閣下可以本行不時接受或規定的方式隨時終止電子月結單服務。
- 5.2 電子月結單服務的終止不會損害或影響閣下與本行於服務終止日之前已有的責任及權利。
- 5.3 本條款及細則所載的閣下所有彌償保證、限制及責任,在電子月結單服務終止後繼續有效。

6. 雜項條文

- 6.1 雖然本行會盡力為閣下提供適時的電子月結單服務,但閣下明白及接受電子月結單傳送或有延誤。閣下明白及接受電子月結單會受限於互聯網的公共本質,市場的流量及波動性,系統的故障或升級或維修而引致干擾,硬件或軟件的失效,錯誤,傳輸中斷、延誤(可能因此而不能或延遲處理及/或傳輸指令,信息或資料)。故此,電子月結單的發出日期可能會與其在網上銀行可取得的日期有異。
- 6.2 本行並未作出下列各項有關的隱含聲明或保證:(i)電子月結單服務的所有權、適合作某特定用途、適銷性、準確性、完整性或質量標準;及(ii)電子月結單服務或閣下對電子月結單服務的使用將不間斷、沒有錯誤、沒有病毒或可靠。閣下須承擔使用電子月結單服務的風險。
- 6.3 除特別註明外,如本條款及細則與信用卡會員合約有任何歧異,則以信用卡會員合約為準。如本條款及細則之中文及英文文義有任何歧異,概以英文本為準。

7. 修訂

本行可於任何時間及不時修訂本條款及條件及/或加入附加條款及條件。本行給予閣下合理通知後,本條款及條件的任何修改及增補隨即生效,該等通知可在銀行網站上張貼或以本行認為適當的該等其他實物或電子方式發出,若閣下在修訂或增補條款及條件生效日或之後繼續持有或使用電子月結單服務,該通知即對閣下構成約束力。

尊貴的客戶：

修訂《有關個人資料(私隱)條例之客戶通告》

隨附我們《有關個人資料(私隱)條例之客戶通告》的更新版本(「**個人資料通告更新版**」)。

個人資料通告更新版解釋我們如何收集、處理及分享您的個人資料，以作為我們向您提供的服務之一部分。我們須按照《個人資料(私隱)條例》(「**私隱條例**」)處理您的個人資料。

個人資料通告更新版包含關於香港兩項重要發展的變更。

多家個人信貸資料服務機構營運模式

多家個人信貸資料服務機構營運(「**MCRA**」)模式是由香港銀行公會、香港有限牌照銀行及接受存款公司公會及香港持牌放債人公會制訂的一項重要新措施。

當您提出按揭、貸款或其他信貸產品或服務的申請時，銀行將向個人信貸資料服務機構(「**信貸資料服務機構**」)索取關於您的信貸報告。信貸資料服務機構收集關於您現時及過往從各家向您提供貸款的債權人借貸的資料，然後將該等資料提供予潛在貸款人，助其評估您的信貸能力。香港現時只有一家個人信貸資料服務機構。MCRA模式將讓貸款人得以透過多於一家信貸資料服務機構共用個人信貸資料。

根據MCRA模式的規定，獲選信貸資料服務機構不得在未經客戶同意的情况下將信貸資料轉移至香港境外。

MCRA模式將於2022年年底投入服務。

第三階段開放應用程式介面框架

在香港金融管理局的開放應用程式介面框架下，銀行使用名為應用程式介面(「**API**」)的技術與金融科技企業及其他第三方服務供應商(「**TSP**」)合作交換資料。

上述開放API框架按階段推行。第一階段於2019年1月推行。第一階段API允許銀行與TSP分享關於銀行產品的公開資料。

第二階段開放API框架於2019年10月推行。第二階段API允許銀行透過客戶與TSP的接觸互動接收客戶的銀行產品及服務申請。

第三階段開放API框架於2022年3月開放給公司和中小型企業客戶，並將於2022年6月開放給零售客戶。第三階段API允許銀行在經您同意後與TSP分享客戶帳戶資料，以讓TSP向您提供您所訂購的服務。您同意與TSP分享的客戶帳戶資料(其中可能包括您的帳戶結餘及交易資料)屬您的個人資料。

個人資料通告更新版所作變更的總結

以下為個人資料通告更新版所作主要變更的概要：

1. 個人資料通告更新版 – 有關MCRA模式的變更

個人資料通告更新版包含關於在MCRA模式下對個人信貸資料進行收集及披露的變更：

(a) 第(c)段 – 向信貸資料服務機構收集個人資料

個人資料通告更新版第(c)段涉及我們從信貸資料服務機構(作為其個人信貸報告服務一部分)接收個人資料的事宜。

(b) 第(e)(v)段 – 向平台營運商披露資料

我們於第(e)(v)段清晰說明作為MCRA模式的一部分，您的個人信貸資料可能會被轉移至構成MCRA一部分的中央平台之營運商。

(c) 第(g)段、第(j)至(l)段及第(p)段 – 信貸資料服務機構的複數表述(僅適用於個人資料通告更新版的英文版本)

個人資料通告更新版第(g)段、第(j)至(l)段及第(p)段以複數形式表述信貸資料服務機構一詞，以表示您的個人信貸資料將在MCRA模式下被轉移至多家(而非僅一家)信貸資料服務機構。

2. 經修訂個人資料通告更新版 – 關於第三階段開放API合作的變更

經修訂個人資料通告範文亦收納了一段新內容，即第(i)段，其中涉及您對聘用TSP使用透過我們第三階段API所取得的資料而向您提供服務的選項。若您有所指示，我們將根據您所給予的特定同意向相關TSP披露您的客戶資料。

請注意，第(i)段包含關於將您的資料披露予TSP的一般條款。我們將另行向您發出更具體的通知並徵求您的特定同意，以符合私隱條例的規定。

若您就作為相關服務一部分對您的個人資料所作的使用有任何疑問，敬請聯絡我們或您的TSP。

如有任何查詢，歡迎閣下致電**客戶服務熱線(852) 277 95533**或聯絡分行職員。

中國建設銀行(亞洲)股份有限公司 謹啟

2022年7月

此乃電腦列印文件，故不需簽署。

中國建設銀行（亞洲）股份有限公司（下稱“銀行”）有關個人資料（私隱）條例（下稱“條例”）之客戶通告（下稱“通告”）

（生效日期：2022年9月1日）

(a) 就開立或延續賬戶、設立或延續銀行信貸或銀行所提供的服務，客戶需要不時向銀行提供有關的資料。

(b) 若未能向銀行提供該等資料，可能會導致銀行無法開立或延續賬戶或設立或延續銀行信貸或提供銀行服務。

(c) 就持續正常銀行及客戶關係，例如，當客戶開出支票或存款，或以其他方式進行作為本行所提供服務一部分的交易時，銀行亦會收集客戶的資料。本行亦會向第三方（包括客戶因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（以下簡稱「**信貸資料服務機構**」）接收個人資料）。

(d) 客戶的資料可被用作下列用途（不論在香港特別行政區（下稱“**香港**”）境內或境外予以使用）：

(i) 考慮及評估客戶有關本行產品及服務的申請；

(ii) 為客戶提供服務和信貸融通所涉及的日常運作；

(iii) 於客戶申請信貸時及於每年（通常一次或多於一次）的定期或特別信貸覆核時，進行信用檢查；

(iv) 設立及維持銀行的信貸評分模式；

(v) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者（以下簡稱「**信貸提供者**」）進行信用檢查及追討欠債；

(vi) 確保客戶持續維持可靠信用；

(vii) 進行客戶意見調查及/或設計供客戶使用的金融服務或有關產品；

(viii) 推廣服務、產品及其他標的（詳情請參閱以下(h)段）；

(ix) 確定銀行對客戶或客戶對銀行的欠債金額；

(x) 執行銀行的權利，包括但不限於向客戶及為客戶債務提供抵押的人士追討欠款；

(xi) 履行根據下列適用於銀行或其任何分行或銀行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排：

(1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如，《稅務條例》及其條文，包括關於自動交換財務賬戶資料之條文）；

(2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如，稅務局作出或發出的指引或指南，包括關於自動交換財務賬戶資料的指引或指南）；

(3) 銀行或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；

(xii) 遵守銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；

(xiii) 讓銀行的實際或建議承讓人，或就銀行對客戶享有的權利的參與人或附屬參與人評核其擬承讓、參與或附屬參與的交易；及

(xiv) 更新、對照及/或核實可能由銀行的任何關聯公司、集團公司或代理人持有的有關客戶的任何及所有個人資料；

(xv) 與金融機構、信用卡收單行、接受信用卡的商戶及獲銀行提供聯營卡/私人標記信用卡/扣賬卡/記賬卡服務的機構交換資料；

(xvi) 與上述有關的用途。

(e) 銀行持有的客戶資料將予以保密，但銀行可就以上(d)段列明的用途把該等資料提供予下列各方（不論其是否在香港境內或境外）：

(i) 就本行業務運作向銀行提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商；

(ii) 任何對銀行負有保密責任的其他人士，包括承諾保密該等資料的銀行集團成員公司；

(iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有收款人的資料）；

(iv) 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商；

(v) 信貸資料服務機構（包括信貸資料服務機構所使用的任何中央資料庫之經營者），以及在客戶欠賬時，則可將該等資料提供給追討欠款公司；

(vi) 銀行或其任何分行根據對銀行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望銀行或其任何分行遵守的任何指引或指導，或根據銀行或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；

(vii) 銀行的任何實際或建議承讓人或就銀行對客戶享有的權利的參與人或附屬參與人或受讓人；

(viii) 為對客戶的義務作出保證或擔保而作出或擬作出保證或第三方擔保的任何方；及

(ix) (1) 銀行集團成員公司；

(2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；

(3) 第三方獎賞、客戶或會員、合作品牌及優惠計劃供應商；

(4) 銀行及銀行集團成員公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；

(5) 慈善或非牟利機構；

(6) 就以上(d)(vii)及/或(d)(viii)段列明的用途而被銀行任用之外部第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）；及

(7) 任何接受信用卡的商戶的收單財務機構。

該等資料可能被轉移至香港境外處理或保存，包括但不限於中華人民共和國。

(f) 銀行採取所有合理可行的措施保護所有個人資料，例如：個人資料只准許獲授權之員工查閱，以及在資料存置設備實施保安措施。在傳送敏感性的個人資料時，銀行採用加密法技術以保障資料安全。如銀行聘用資料處理者以代本行處理個人資料（不論是在香港或香港以外地方），銀行將透過合約規範或其他方法，防止轉移予該資料處理者的個人資料未獲授權或意外地被查閱、處理、刪除、遺失或使用。

(g) 就客戶（不論以借款人、按揭人或擔保人身份，以及不論以客戶本人單名或與其他人士聯名方式）於2011年4月1日當日或以後申請的按揭有關的資料，銀行可能會把下列客戶資料（包括不時更新任何下列資料的資料）以銀行及/或代理人的名義提供予信貸資料服務機構：

(i) 全名；

(ii) 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式）；

(iii) 香港身分證號碼或旅遊證件號碼；

(iv) 出生日期；

(v) 通訊地址；

(vi) 就每宗按揭的按揭賬戶號碼；

(vii) 就每宗按揭的信貸種類；

(viii) 就每宗按揭的按揭賬戶狀況（如有效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及

(ix) 就每宗按揭的按揭賬戶結束日期（如適用）。

信貸資料服務機構將使用上述由銀行提供的資料統計客戶（分別以借款人、按揭人或擔保人身份，及以客戶本人單名或與其他人士聯名方式）不時於信貸提供者持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的個人信貸資料實務守則的規定所限）。

(h) **在直接促銷中使用資料**

銀行擬把客戶資料用於直接促銷，而銀行為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：

(i) 銀行可能把銀行不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；

(ii) 可用作促銷下列類別的服務、產品及促銷標的：

(1) 財務、保險、信用卡、銀行及相關服務及產品；

(2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；

(3) 銀行合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及

(4) 為慈善及/或非牟利用途的捐款及捐贈；

(iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或（就捐款及捐贈而言）徵求：

(1) 銀行集團成員公司；

(2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；

(3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；

(4) 銀行及銀行集團成員公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及

(5) 慈善或非牟利機構；

(iv) 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦擬將以上(h)(i)段所述的資料提供予以上(h)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而銀行為此用途須獲得客戶書面同意（包括表示不反對）；

(v) 銀行可能因如以上(h)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，銀行會於以上(h)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可通知銀行行使其選擇權拒絕促銷。

(i) **使用本行應用程式介面（「API」）向客戶的第三方服務供應商轉移個人資料**

本行可根據客戶向本行或客戶使用之第三方服務供應商所發出的指示，使用本行的API向第三方服務供應商轉移客戶的資料，以作本行或第三方服務供應商所通知客戶的用途及/或客戶根據條例所同意的用途。

(j) 根據條例的條款及個人資料實務守則，任何客戶有權：

(i) 查閱銀行有否持有其資料及查閱該等資料；

(ii) 要求銀行改正任何有關其不準確的資料；

(iii) 查明銀行對於資料的政策及實務及獲告知銀行持有的個人資料的種類；

(iv) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及

(v) 就銀行向信貸資料服務機構提供的任何賬戶資料（為免生疑問，包括任何賬戶還款資料），於全數清還欠賬後結束賬戶時，指示銀行要求信貸資料服務機構自其資料庫中刪除該等賬戶資料；但指示必須於賬戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額，上次報告期間（即緊接銀行上次向信貸資料服務機構提供賬戶資料前不多於31日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期（如有））。

(k) 如賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬（因破產令導致撇賬除外），否則賬戶還款資料（定義見以上(i)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。

(l) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，該賬戶還款資料（定義見以上(i)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。

(m) 銀行可查閱任何信貸資料機構的數據庫，以便不時進行信貸覆核。特別是，銀行可查閱任何信貸資料機構持有的有關客戶的客戶信貸資料及/或從該信貸資料機構取得有關客戶的信貸報告，以便覆核其現有客戶信貸安排資料（包括但不限於信用卡賬戶及/或信貸額度）。銀行進行此項覆核時，可能會考慮以下任何事宜：

(i) 增加信貸金額或額度；

(ii) 削減信貸（包括取消信貸或終止賬戶或減少信貸金額或額度），或

(iii) 為客戶制定或實施還款方案。

(n) 根據條例的條款，銀行有權就處理任何查閱資料的要求收取合理費用。

(o) 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：

中國建設銀行（亞洲）股份有限公司
資料保障主任
九龍九龍灣宏照道18號
中國建設銀行中心
傳真：(852) 3718 2500

(p) 銀行或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若客戶有意索取有關信貸報告，銀行會提供有關信貸資料服務機構的聯絡詳情。

(q) 本通知不會限制客戶在個人資料（私隱）條例下所享有的權利。

(r) 本通知的中英文文本如有任何歧異，概以英文文本為準。

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**中國建設銀行（亞洲）股份有限公司（下稱“銀行”）
有關個人資料（私隱）條例（下稱“條例”）之
客戶通告（下稱“通告”）**

（生效日期：2021年7月1日）

- (a) 就開立或延續賬戶、設立或延續銀行信貸或銀行所提供的服務，客戶需要不時向銀行提供有關的資料。
- (b) 若未能向銀行提供該等資料，可能會導致銀行無法開立或延續賬戶或設立或延續銀行信貸或提供銀行服務。
- (c) 就持續正常銀行及客戶關係，例如，當客戶開出支票或存款，或以其他方式進行作為本行所提供服務一部分的交易時，銀行亦會收集客戶的資料。本行亦會向第三方（包括客戶因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料。
- (d) 客戶的資料可被用作下列用途（不論在香港特別行政區（下稱“香港”）境內或境外予以使用）：
- (i) 考慮及評估客戶有關本行產品及服務的申請；
 - (ii) 為客戶提供服務和信貸融通所涉及的日常運作；
 - (iii) 於客戶申請信貸時及於每年（通常一次或多於一次）的定期或特別信貸覆核時，進行信用檢查；
 - (iv) 設立及維持銀行的信貸評分模式；
 - (v) 協助其他金融機構進行信用檢查及追討欠債；
 - (vi) 確保客戶持續維持可靠信用；
 - (vii) 進行客戶意見調查及/或設計供客戶使用的金融服務或有關產品；
 - (viii) 推廣服務、產品及其他標的（詳情請參閱以下(h)段）；
 - (ix) 確定銀行對客戶或客戶對銀行的欠債金額；
 - (x) 執行銀行的權利，包括但不限於向客戶及為客戶債務提供抵押的人士追討欠款；
 - (xi) 履行根據下列適用於銀行或其任何分行或銀行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如，《稅務條例》及其條文，包括關於自動交換財務賬戶資料之條文）；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如，稅務局作出或發出的指引或指南，包括關於自動交換財務賬戶資料的指引或指南）；
 - (3) 銀行或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (xii) 遵守銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xiii) 讓銀行的實際或建議承讓人，或就銀行對客戶享有的權利的參與人或附屬參與人評核其擬承讓、參與或附屬參與的交易；及
- (xiv) 更新、對照及/或核實可能由銀行的任何關聯公司、集團公司或代理人持有的有關客戶的任何及所有個人資料；
- (xv) 與金融機構、信用卡收單行、接受信用卡的商戶及獲銀行提供聯營卡/私人標記信用卡/扣賬卡/記賬卡服務的機構交換資料；
- (xvi) 與上述有關的用途。
- (e) 銀行持有的客戶資料將予以保密，但銀行可就以上(d)段列明的用途把該等資料提供予下列各方（不論其是否在香港境內或境外）：
- (i) 就本行業務運作向銀行提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商；
 - (ii) 任何對銀行負有保密責任的其他人士，包括承諾保密該等資料的銀行集團成員公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有收款人的資料）；
 - (iv) 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商；
 - (v) 信貸資料服務機構，以及在客戶欠賬時，則可將該等資料提供給追討欠款公司；
 - (vi) 銀行或其任何分行根據對銀行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望銀行或其任何分行遵守的任何指引或指導，或根據銀行或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 銀行的任何實際或建議承讓人或就銀行對客戶享有的權利的參與人或附屬參與人或受讓人；
 - (viii) 為對客戶的義務作出保證或擔保而作出或擬作出保證或第三方擔保的任何方；及
 - (ix) (1) 銀行集團成員公司；
(2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
(3) 第三方獎賞、客戶或會員、合作品牌及優惠計劃供應商；
(4) 銀行及銀行集團成員公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；
(5) 慈善或非牟利機構；

(6) 就以上(d)(vii)及/或(d)(viii)段列明的用途而被銀行任用之第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)；及

(7) 任何接受信用卡的商戶的收單財務機構。

該等資料可能被轉移至香港境外處理或保存，包括但不限於中華人民共和國。

(f) 銀行採取所有合理可行的措施保護所有個人資料，例如：個人資料只准許獲授權之員工查閱，以及在資料存置設備實施保安措施。在傳送敏感性的個人資料時，銀行採用加密法技術以保障資料安全。如銀行聘用資料處理者以代本行處理個人資料(不論是在香港或香港以外地方)，銀行將透過合約規範或其他方法，防止轉移予該資料處理者的個人資料未獲授權或意外地被查閱、處理、刪除、遺失或使用。

(g) 就客戶(不論以借款人、按揭人或擔保人身分，以及不論以客戶本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料，銀行可能會把下列客戶資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構：

(i) 全名；

(ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式)；

(iii) 香港身分證號碼或旅遊證件號碼；

(iv) 出生日期；

(v) 通訊地址；

(vi) 就每宗按揭的按揭賬戶號碼；

(vii) 就每宗按揭的信貸種類；

(viii) 就每宗按揭的按揭賬戶狀況(如有效、已結束、已撇賬(因破產令導致除外)、因破產令導致已撇賬)；及

(ix) 就每宗按揭的按揭賬戶結束日期(如適用)。

信貸資料服務機構將使用上述由銀行提供的資料統計客戶(分別以借款人、按揭人或擔保人身分，及以客戶本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

(h) 在直接促銷中使用資料

銀行擬把客戶資料用於直接促銷，而銀行為該用途須獲得客戶同意(包括表示不反對)。就此，請注意：

(i) 銀行可能把銀行不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；

(ii) 可用作促銷下列類別的服務、產品及促銷標的：

(1) 財務、保險、信用卡、銀行及相關服務及產品；

(2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；

(3) 銀行合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及

(4) 為慈善及/或非牟利用途的捐款及捐贈；

(iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求：

(1) 銀行集團成員公司；

(2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；

(3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；

(4) 銀行及銀行集團成員公司之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及

(5) 慈善或非牟利機構；

(iv) 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦擬將以上(h)(i)段所述的資料提供予以上(h)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而銀行為此用途須獲得客戶書面同意(包括表示不反對)；

(v) 銀行可能因如以上(h)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，銀行會於以上(h)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可通知銀行行使其選擇權拒絕促銷，而無須支付任何費用。

(i) 根據條例的條款及個人信貸資料實務守則，任何客戶有權：

(i) 查閱銀行有否持有其資料及查閱該等資料；

(ii) 要求銀行改正任何有關其不準確的資料；

(iii) 查明銀行對於資料的政策及實務及獲告知銀行持有的個人資料的種類；

(iv) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及

(v) 就銀行向信貸資料服務機構提供的任何賬戶資料(為免生疑問，包括任何賬戶還款資料)，於全數清還欠賬後結束賬戶時，指示銀行要求信貸資料服務機構自其資料庫中刪除該等賬戶資料，但指示必須於賬戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額，上次報告期間(即緊接銀行上次向信貸資料服務機構提供賬戶資料前不多於31日的期間)所作還款額，剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期(如有))。

(j) 如賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬(因破產令導致撇賬除外)，否則賬戶還款資料(定義見以上(i)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。

- (k) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，該賬戶還款資料（定義見以上(i)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。
- (l) 銀行可查閱任何信貸資料機構的數據庫，以便不時進行信貸覆核。特別是，銀行可查閱任何信貸資料機構持有的有關客戶的客戶信貸資料及/或從該信貸資料機構取得有關客戶的信貸報告，以便覆核其現有客戶信貸安排資料（包括但不限於信用卡賬戶及/或信貸額度）。銀行進行此項覆核時，可能會考慮以下任何事宜：
- (i) 增加信貸金額或額度；
 - (ii) 削減信貸（包括取消信貸或終止賬戶或減少信貸金額或額度），或
 - (iii) 為客戶制定或實施還款方案。
- (m) 根據條例的條款，銀行有權就處理任何查閱資料的要求收取合理費用。
- (n) 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：-
- 中國建設銀行（亞洲）股份有限公司
 - 資料保障主任
 - 九龍九龍灣宏照道18號
 - 中國建設銀行中心
 - 傳真：3718 2500
- (o) 銀行或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若客戶有意索取有關信貸報告，銀行會提供有關信貸資料服務機構的聯絡詳情。
- (p) 本通知不會限制客戶在個人資料（私隱）條例下所享有的權利。
- (q) 本通知的中英文文本如有任何歧異，概以英文文本為準。

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網上銀行服務的條款及條件 (「本條款及條件」)

在閣下使用本行之網上銀行服務前，請仔細閱讀本條款及條件。當閣下登記使用本行之網上銀行服務，即表示閣下已接納下述條款及條件，並受其約束。

銀行就相關戶口及/或服務不時制定及適用的戶口及有關服務的條款及條件及/或信用卡會員合約(視乎情況而定)(統稱為「**一般條款及條件**」)應視為已全文載於本條款及條件，適用於下述情況。

1. 定義

- 1.1 「**銀行**」指中國建設銀行(亞洲)股份有限公司。
- 1.2 「**營業日**」指銀行在香港開門營業的日子，但不包括星期六下午。
- 1.3 「**信用卡**」指任何由銀行所發的信用卡(包括但不限於VISA、MasterCard、中國銀聯或其他不論是基本/普通卡、金卡或白金卡或其他卡，視乎情況而定)。
- 1.4 「**電腦系統**」指進入網上銀行服務所需之電腦設備、流動裝置、其他設備或裝置及所有連接或裝載其內之硬件、軟件、應用程式及數據裝置。
- 1.5 「**內容**」指不論從銀行網站、銀行流動應用程式及/或網上銀行服務顯示、可聆聽到、閱讀、下載或進入到之所有信息、文件、字、文本、文件、資料、軟件、圖像、圖片、說明及其他資料。
- 1.6 「**客戶**」指銀行客戶。
- 1.7 「**指定戶口**」指客戶為使用網上銀行服務不時在銀行於香港以客戶名義持有的每個戶口。
- 1.8 「**轉賬服務**」指於條款2(d)所述構成網上銀行服務一部分的轉賬服務。
- 1.9 「**客戶名稱**」指用來進行網上銀行交易的登記身份號碼。
- 1.10 「**香港**」指中華人民共和國香港特別行政區。
- 1.11 「**知識產權**」指版權、商標、服務標記及其他知識產權，不論已註冊或未註冊。
- 1.12 「**銀行流動應用程式**」指銀行不時指定的流動應用程式軟件。
- 1.13 「**網上銀行指示**」指客戶透過網上銀行服務發出的指示。
- 1.14 「**網上銀行服務**」指銀行透過銀行網站及/或銀行流動應用程式向客戶提供的服務，客戶可使用電腦系統向銀行取得資料或數據及/或發出指示，包括但不限於透過銀行進行交易。
- 1.15 「**網上銀行交易**」指銀行根據網上銀行指示進行的交易。
- 1.16 「**私人密碼**」指銀行提供給客戶或由客戶自選之個人識別密碼/號碼，用來使用網上銀行服務。
- 1.17 「**保安編碼**」指於有關時間由保安編碼器自動計算和顯示的或向指定流動電話號碼發出之一次性密碼，以用作使用銀行不時指定的某類網上銀行服務。
- 1.18 「**保安編碼器**」指銀行根據客戶要求所提供給客戶用來計算及顯示保安編碼的電子儀器。
- 1.19 「**第三者供應商**」指提供第三者網站、內容、產品及/或服務的第三者。
- 1.20 「**第三者網站**」指銀行網站或銀行流動應用程式以外或連接到銀行網站或銀行流動應用程式之網頁或網站(包括但並不限於超連結、搜尋器及廣告)。
- 1.21 「**轉賬金額**」指於轉賬服務中根據網上銀行指示所需轉賬的金額。
- 1.22 「**銀行網站**」指 www.asia.ccb.com 或由銀行不時主辦之其他網站。

2. 服務範圍、限額及載數時間

- (a) 客戶須在香港於銀行持有至少一個指定戶口，銀行才向客戶提供網上銀行服務。
- (b) 銀行可要求客戶指定一個或以上指定戶口以使用網上銀行服

務。客戶可按銀行合理地規定的方式不時增加或刪除任何指定戶口，並於銀行接納時生效。

- (c) 網上銀行服務僅於香港及其他可合法地提供網上銀行服務的司法管轄區為客戶提供。使用網上銀行服務的任何人士有責任遵守使用網上銀行服務時對其適用的任何禁令或限制。
- (d) 作為網上銀行服務的一部分，銀行可向客戶提供轉賬服務。轉賬服務包括以下各項：
 - (i) 外幣買賣服務；
 - (ii) 指定戶口之間的轉賬服務；
 - (iii) 由任何指定戶口向在香港銀行的任何第三方戶口轉賬，有關戶口必須在銀行登記，而轉賬乃按銀行合理地規定的該等目的和方式進行並獲得有關的文件支持；及
 - (iv) 由任何指定戶口向在香港持牌銀行的任何戶口(無論以客戶名義或其他人士名義)轉賬，有關戶口必須在銀行，按銀行合理地規定的方式登記為可接受有關轉賬的入賬戶口，並獲得有關文件支持；及
 - (v) 根據銀行合理地規定的方式，客戶從任何指定戶口向銀行或任何其他銀行在香港以外之任何分行或辦事處持有的任何戶口(無論以客戶名義或任何其他人士名義)轉賬。
- (e) 銀行可在不通知客戶情況下不時釐定或更改銀行提供的服務範圍及類別、使用服務限制、最高或最低交易限額、某一類別服務的適用截止時間及/或日期、適用服務收費及網上銀行服務的其他特色(更改服務收費或影響客戶責任及義務的改動除外)。銀行會應要求提供網上銀行服務的最新資料。
- (f) 網上銀行服務為客戶於本條款及條件規限下提供操作其指定戶口及進行交易的額外途徑。有關客戶戶口及交易的所有其他條款及條件繼續適用，但若有任何歧異之處，就網上銀行服務而言，應以本條款及條件為準。
- (g) 銀行根據本條款及條件的條款授予客戶使用網上銀行服務的許可權，此項許可權為個人、有限制、非專有、可撤回、不可轉讓及不可分授出。銀行可根據第三方的許可權提供網上銀行服務的若干部分，而客戶須遵守銀行不時向客戶發出有關使用量的任何額外限制。
- (h) 銀行為客戶提供的網上銀行服務僅為客戶自用及僅作銀行不時訂明的用途，並須受本條款和條件規限。在未經銀行允許的情況下，客戶不得代表第三方使用網上銀行服務。客戶不得直接或間接向任何第三方出售、出租或提供網上銀行服務或網上銀行服務的任何部分，惟本條款和條件允許者除外。
- (i) 為方便客戶與銀行溝通，銀行可能會向客戶提供電子郵件、聊天室及即時通訊功能。倘客戶獲提供該等功能，客戶須遵照適用法律、規則或法規使用該等功能，而不得使用該等功能傳送不適當資料，包括可能被視為淫褻、誹謗、滋擾、欺詐或詆毀的資料。銀行對於客戶嘗試透過該等服務訂立的交易或嘗試作出的買賣指令或指示概不負責。

3. 轉賬服務

- (a) 銀行將於收到網上銀行指示後即時於客戶的指定戶口內扣除有關款項。如轉賬金額超過客戶指定戶口內的結餘，或轉賬金額超過銀行不時實施的轉賬限額，或銀行有合理理由相信執行有關網上銀行指示會令銀行違反適用的法律及/或監管機構規例及/或要求，銀行有絕對酌情權不執行有關網上銀行指示並無需負上任何責任。客戶應自行檢查指定戶口的狀況及網上銀行指示有否被執行。
- (b) 客戶應留意銀行就轉賬服務而不時公佈的發出網上銀行指示截止時間。銀行將根據銀行的系統及紀錄而決定接收任何網上銀

行指示的時間。但截止時間及銀行就執行網上銀行指示所需的時間而作出的指引純粹作參考用途，銀行將不就任何轉賬款項的延誤而承擔任何責任。

- (c) 為了使用轉賬服務，客戶必須使用有效保安編碼。銀行可能要求客戶使用有效保安編碼，以進入任何其他網上銀行服務。
- (d) 銀行在任何情況下均不會負責向收款銀行追回已付予之任何款項；及若任何收款銀行因任何原因未付轉賬金額予收款人，或收款銀行就任何網上銀行指示收取款項或徵收費用，銀行將不會負責。
- (e) 客戶確認轉賬至第三者賬戶附帶風險，並同意如銀行無疏忽或故意失當或欺騙，則銀行就任何延誤及/或部份或全部款項未能轉賬及/或任何轉賬過程之錯誤對客戶及/或任何第三者均無法律責任。
- (f) 倘若收款銀行於完成付款之前未能完成同業結算，銀行會將已被扣除之有關付款退還給客戶。

4. 客戶名稱、私人密碼、保安編碼及保安編碼器

- (a) 客戶應採取合理措施以將客戶名稱、私人密碼及保安編碼保密。客戶應該：
 - (i) 於收到銀行提供的首個私人密碼時，依照銀行的指示即時更改由銀行提供的私人密碼至一個自選的私人密碼；
 - (ii) 設定難以猜測（例如：設定新密碼時，切勿選用如出生日期、電話號碼或客戶姓名中可認知的部份等資料）及有別於其他服務所使用的密碼；
 - (iii) 熟記客戶名稱及私人密碼並銷毀發給客戶的客戶名稱及私人密碼通知；
 - (iv) 不向任何人透露、分享及容許獲得或使用信用卡、客戶名稱、私人密碼或保安編碼；
 - (v) 不要將私人密碼寫在銀行所發的任何信用卡上或將私人密碼與信用卡放置在一起；
 - (vi) 不要不加掩飾地寫下或記錄客戶名稱、私人密碼或保安編碼；
 - (vii) 定時更改私人密碼，且不要將私人密碼儲存於電腦、流動電話或當眼處；
 - (viii) 小心行事以避免客戶名稱、私人密碼或保安編碼遭窺視；
 - (ix) 不使用公共或共用個人電腦或流動裝置或公共Wi-Fi進入網上銀行服務；
 - (x) 如銀行向客戶的流動裝置發送一次性的密碼，不要將該一次性密碼傳送至另一流動裝置；
 - (xi) 安裝適當的防毒、個人防火牆軟件及其他保安軟件，保護客戶用以進入網上銀行服務的裝置；
 - (xii) 如網上銀行服務是作商業用途，宜於進行高風險交易前採用雙重監控及授權；
 - (xiii) 採取防範社交工程技術的措施，避免遭受虛假或可疑電郵、網站或網上理財流動應用程式或偽冒銀行職員或警務人員索取客戶資料（如：客戶名稱、私人密碼或保安編碼）；
 - (xiv) 只在瀏覽器鍵入真確的網站地址或收藏真確的網站供日後存取的方式連結至銀行網站，不要透過電郵內嵌入的超連結、互聯網搜尋器或可疑彈出視窗進入銀行網站；
 - (xv) 只連結至由銀行指定或認可的銀行網站或應用程式商店下載的銀行流動應用程式；及
 - (xvi) 即時查閱銀行向客戶發出的相關通知及賬單或通知書及最後登入網上銀行服務的日期及時間的資料，並在發現不尋常交易或狀況時，在可行情況下盡快致電銀行於銀行網站或銀行流動應用程式發佈之客戶熱線通知銀行。

若客戶未能遵守上述措施，客戶可能需要負上由此引起的損失的責任。

- (b) 客戶明白及承認客戶的信用卡、客戶名稱、私人密碼及/或保安編碼有被未獲授權人士濫用或被用於未獲批准的用途的風險。如果客戶得知或懷疑信用卡、客戶名稱、私人密碼及/或保安編碼已被洩露給任何未獲授權人士或被任何未獲授權人士取得，或有人用信用卡、客戶名稱、私人密碼及/或保安編碼作出任何未獲授權的指示或在交易，客戶應在合理可行情況下儘快通知銀行。若客戶未能在合理可行情況下儘快通知銀行該等事情，或存在欺詐或嚴重疏忽行為，一切由他人使用信用卡、客戶名稱、私人密碼及/或保安編碼進行的交易及所引致的直接損失，可能需由客戶負責。
- (c) 如銀行根據本條款及條件的第4(b)條所述收到通知並且有合理機會就該通知採取行動之前，任何人使用客戶信用卡、客戶名稱、私人密碼及/或保安編碼發出的所有指示將被銀行所依賴或執行，而有關指示不可被撤銷。假如所使用的信用卡、客戶名稱、私人密碼及/或保安編碼正確，銀行並無責任核證向銀行作出指示的人士的身份或授權。
- (d) 客戶的信用卡、客戶名稱、私人密碼或保安編碼器於未被客戶更改或取消（以銀行已收到客戶的更改或取消通知且銀行有合理機會就通知採取行動為條件）或未被銀行或其他發出機構取消之前將一直有效。
- (e) 為了協助減低有關使用網上銀行服務時互聯網的相關風險，銀行可設定（及不時更改）限制及/或更改交易的限額、認可轉帳的戶口及其他網上銀行服務的功能及/或設立用戶的要求。
- (f) 在不損害本條款及條件的第4(a)條的情況下，客戶承諾秉誠行事並採取合理程度的謹慎作下列事宜：
 - (i) 安全保管客戶名稱、保安編碼器、保安編碼、私人密碼及網上銀行服務；
 - (ii) 確保只會以銀行所認可的方法及程序進入網上銀行服務；
 - (iii) 確保沒有其他人在未授權的情況下進入網上銀行服務或指定戶口（不論以電腦系統或其他方式），包括但不限於保安編碼器、保安編碼或其他進入網上銀行服務之認證；
 - (iv) 使用任何保安編碼器、軟件、電腦系統、用戶指引或銀行向客戶提供之任何其他設備，以便客戶可執行任何交易，及按銀行要求立即向銀行交還該等設備；
 - (v) 當客戶登出或離開銀行網站及/或銀行流動應用程式時，確保瀏覽器、貯藏記憶及/或應用程式貯藏記憶（視乎情況而定）會被清除；
 - (vi) 當客戶每一次使用銀行網站及/或銀行流動應用程式後，立即登出銀行網站及離開瀏覽器及/或登出銀行流動應用程式（視乎情況而定）；及
 - (vii) 遵守及作出銀行不時施行之保安措施。

5. 暫停或終止服務

- (a) 若銀行有合理理由，銀行可酌情在任何指定戶口結束時或任何時間暫停或終止所有或部分網上銀行服務，而無須給予客戶事先通知或理由。
- (b) 若客戶要暫停或終止網上銀行服務，須在向銀行發出通知而且銀行有合理機會根據該通知行事之後才生效。
- (c) 除本條款及條件的第5(a)及5(d)條所述之情況外，銀行將盡合理努力給予客戶任何有關網上銀行服務、銀行網站及/或銀行流動應用程式的任何更改、修改、暫停、限制或終止的預先通知，但基於第15(a)條所述之情況，客戶接受有些時候預先通知並不切實可行，故在該情況下，銀行不會給予客戶預先通知。

- (d) 如銀行合理地認為客戶在任何時候違反本條款及條件的任何承諾或條款或任何其他有關條款、條件及協議，銀行可於其酌情權下及不給予預先通知情況下，立即暫停或終止網上銀行服務。
- (e) 客戶若因任何原因自願或非自願暫停或終止任何網上銀行服務而蒙受或引致任何損失或損害，銀行概不承擔責任。

6. 聯名戶口

- (a) 對於只需一名戶口持有人簽字就可運用的聯名戶口，經任何一名或多名戶口持有人要求，銀行將就網上銀行服務分別發給每一戶口持有人：
- 獨立的客戶名稱及私人密碼；及
 - 獨立的保安編碼器（如適用）。
- (b) 須經兩名或以上戶口持有人簽字才可運用的聯名戶口將不享有網上銀行服務。

7. 查詢資料

- (a) 銀行提供任何網上銀行服務時所報的任何匯率、貸款利率或息率僅供參考用，除非經銀行確認，否則對銀行並無約束力。如果客戶在網上銀行交易中接受上述經確認的匯率、貸款利率或息率，則上述經確認的匯率、貸款利率或息率對客戶有約束力，儘管銀行可能在有關時間通過其他通訊方法報出了不同的匯率、貸款利率或息率。
- (b) 透過網上銀行服務提供的任何指定戶口或任何網上銀行交易有關的資料僅供客戶參考。銀行有關客戶使用網上銀行服務的紀錄以及與指定戶口有關的所有買賣及交易，在並無出現相反情況下應屬定論，並對客戶構成約束力。

8. 錄音、記錄及參考號碼

銀行有權以任何方式記錄銀行與客戶或任何代表客戶行事的人士之間所有的網上銀行指示，並按銀行認為需要的期限保存此等記錄。銀行就此提供的任何參考號碼（如有），僅為確認及作客戶參考之用。

9. 網上銀行指示

- (a) 如客戶需要作出任何網上銀行指示，客戶必須（在銀行要求下）引用客戶名稱、私人密碼、保安編碼及銀行就進行網上銀行交易所要求的其他資料。網上銀行指示必須按照銀行規定的方式發出並且銀行已實際接收，否則不應被認為已被銀行所接收。
- (b) 每一項網上銀行交易將於銀行發給客戶的定期賬單中列出。
- (c) 未經銀行同意，網上銀行指示一經發出不得被修改、取消或撤回。銀行已真誠遵行的任何該等網上銀行指示乃屬不可撤銷並對客戶具有約束力，無論任何人聲稱其為客戶發出。如對任何網上銀行指示的內容有任何爭議，應以銀行的有關記錄作為該內容的不可推翻的證據。
- (d) 銀行將只執行對於銀行為切實可行或合理可行的網上銀行指示，並只按其正常業務慣例及程序執行。除非銀行另作訂明，否則銀行在某一類別服務的適用截止時間及/或日期或在正常營業時間之外或在非營業日收到的任何網上銀行指示將被視為於下一個營業日收到。
- (e) 客戶須為一切行動或疏忽負責，並保證遵守申請表及本條款及條件的規定。
- (f) 雖然銀行會合理地努力確保網上銀行指示被適時執行，但數據在網上的傳遞可能有時間的差距。網上銀行服務（包括轉賬服務）亦可能會受到干擾、硬件或軟件失靈、誤差、傳遞阻塞、因互聯網線路繁忙導致傳遞延遲或因互聯網的公開性質導致數據傳遞錯誤、市場交易量或波動、系統故障、提升或維修或其他原因而所影響（並可能因導致指示、通訊或資料的處理及/或

傳遞上產生故障或延誤）。因此網上銀行指示未必可以在其發出之時及時被執行甚至不能被執行，銀行並不會就轉賬金額存入到受讓方賬戶的實際時間而負任何責任。

- (g) 雖然銀行已盡力避免網上銀行服務被中斷，但銀行的網上銀行服務仍可能發生故障或延誤或間歇性的機件失常或運作中斷。在此情況期間，客戶應以其他方法作出指示或作出查詢，例如聯絡銀行分行或熱線。如網上銀行服務系統失靈，銀行可能取消客戶作出的任何網上銀行指示。銀行可能（但無責任）以任何銀行認為合適的方法（包括但不限於電郵或短訊）通知客戶網上銀行指示已被取消。但在任何情況下，銀行不會就取消網上銀行指示、或沒有就取消網上銀行指示作出通知或客戶無法收到取消轉賬指示的通知（無論是否因為客戶沒有提供有效的電郵地址及/或可接收短訊的流動電話號碼）而負上任何責任。客戶應自行檢查指定戶口的狀況及網上銀行指示有否被執行。

10. 客戶的承諾、聲明及保證

- (a) 客戶承諾在使用網上銀行服務時遵守本條款及條件，以及銀行不時規定的有關網上銀行服務的使用政策及程序。
- (b) 客戶承諾不干擾、修改、解讀、反向解構或以其他方式改動或擅自進入網上銀行服務、銀行網站、銀行流動應用程式的任何部分或其中之任何軟件。如果客戶違反此項承諾，銀行有權終止客戶使用網上銀行服務而毋須通知客戶，並可對客戶採取法律行動。
- (c) 客戶使用網上銀行服務時一旦遇到任何不正常情況或困難，客戶應儘快通知銀行。
- (d) 客戶向銀行聲明及保證，客戶使用網上銀行服務時將符合一切適用法律、規則及法規，以及網上銀行服務適用的用戶手冊、政策及程序、本條款和條件及客戶與本銀行訂立的任何其他協議（可不時予以修訂）。

11. 客戶的責任

- (a) 在符合一般條款及條件及不影響本條款及條件第4條的情況下，如發生未經授權的網上銀行交易，而客戶方面並無嚴重疏忽、欺詐或錯誤（例如客戶未能妥善保管接駁網上銀行服務的設備），則客戶將無須負責其所蒙受的任何直接損失。
- (b) 客戶須賠償銀行、其管理人員、僱員及銀行委派的任何其他人士就有關銀行提供網上銀行服務及/或銀行根據本條款及條件行使其權力及權利而可能引致的一切訴訟、債務、索償、訴求、損失、損害賠償及稅務費用及任何銀行因此而合理引起的合理費用及支出（包括法律費用），除非該等債務、索償、費用、損害賠償、支出、訴訟或司法程序直接因銀行的管理人員、僱員或代理人員的疏忽或故意犯錯造成，而客戶方面並無嚴重疏忽、欺詐或錯誤。

12. 保安編碼器的擁有權

保安編碼器是及在任何時候均屬銀行財產並由銀行決定發出，客戶應在銀行要求時立即將之退還銀行。客戶須自行保管其保安編碼器並確保其安全保密，不可准許除客戶之外的任何其他人士使用該保安編碼器。

13. 保安編碼器遺失或被竊

如果客戶的保安編碼器遺失或被竊，客戶應在合理可行情況下儘快撥打銀行不時規定的電話號碼通知銀行，並在銀行要求時作出書面確認。如客戶未能在合理可行情況下儘快向銀行知會該等事項，或在其他情況下有欺詐或嚴重疏忽的行為，所有未經授權交易（包括因使用其所失之保安編碼器（視乎情況而定）所進行的未經授權交易）而引致的直接損失，一律可能需由客戶負責。銀行補發新保安編碼器時可收取費用。

14. 銀行的責任

- (a) 銀行將參照不時適用於銀行的任何法律、規則、條例、指引、通告、行為守則和市場通行慣例，採取合理可行的措施，確保其有關網上銀行服務的系統安裝有足夠的保安設施，並對操作系統時的風險加以控制和管理。
- (b) 客戶明白及接受，任何接觸到、擁有、知道或獲准許查找私人密碼及可使用保安編碼器（如有）之人士可能能夠啟用客戶的指定戶口，而銀行概不會就任何有關損失負責。
- (c) 客戶明白及接受，除非銀行有疏忽或故意的過失，否則銀行不會對客戶因下列各項而引致之任何有關網上銀行服務之申索、損失或賠償而負責：
- 因電腦系統之錯誤、失效或故障而導致資料不準確或不完整、或資料之損毀、截斷、刪除或損失；
 - 因在傳達或表達訊息之任何損壞、失靈、截斷、中斷、遺留、失誤、拖欠、錯誤、延誤、減少或未有足夠資金，或因無線電報、銀行或其通訊者、代理人或員工對訊息之誤解，或在銀行控制範圍以外之任何原因，而引致（包括但不限於）傳達、收達或其他執行交易之延誤；
 - 因未能提供網上銀行服務、或網上銀行服務受到限制、修改、修定、暫時中斷或終止或變成不可運作；
 - 客戶未能履行本條款及條件內列明的責任；及/或
 - 因使用或不能使用網上銀行服務，或機器、網上銀行服務、銀行網站、銀行流動應用程式、互聯網、電腦系統、資料處理系統或傳送網絡的任何錯誤、不足或失靈，或任何工業糾紛或任何其他在銀行、其代理人或分包商控制範圍以外之任何原因（不論是因疏忽或其他原因造成）所引致的任何利潤或機會之損失或任何其他相應或間接之損失或責任。
- (d) 如發現銀行對其任何行為或遺漏、疏忽或過失需要負責，其責任只限於直接損失或實際損害的數額或有關交易數額兩者之較少者。銀行毋須對由於該等行為、遺漏、疏忽或過失引致的任何利潤損失或任何特殊、相應或非直接的損失或損害負責。

15. 科技的限制

- (a) 互聯網是一種迅速改變、開放及公開的科技，而網上交通擠塞亦是不可預計的。客戶明白銀行會盡合理努力確保網上銀行服務會持續運作，但客戶亦接受：
- 互聯網未必是一種可靠的媒體或通訊方式；
 - 網上銀行服務、銀行網站及銀行流動應用程式未必能達到客戶的所有要求或期望；及
 - 網上銀行服務、銀行網站及銀行流動應用程式的運作、操作及可靠性：
 - 可能會令交易在傳達、執行及通訊時有所延誤、誤解及錯誤或受干擾；及
 - 可能不時受到干擾或變動及/或需定期更改及改進。
- (b) 基於第 15(a) 條所述之情況，客戶明白並同意所有透過網上銀行服務進行之交易的風險均完全由客戶承擔。

16. 連結、廣告及第三者網站

- (a) 客戶明白及接受：
- 銀行可不時提供連結到第三者網站及由第三者供應商提供之內容、產品及服務；
 - 銀行並無審視所有第三者網站，而第三者網站的連接不構成或不應被視為銀行贊成或批准第三者網站及其內容；
 - 客戶在進入或使用任何連結到第三者網站或與第三者供應商交易時，須自行承擔風險，而銀行並非任何客戶與第三

者供應商之安排中的其中一方；

- 在使用或進入第三者網站或與第三者供應商有任何交易前，客戶須聯絡有關之第三者供應商以取得更多資料及/或說明以解答任何問題；及
 - 在進入或使用第三者網站或與第三者供應商交易時：
 - 銀行可能需要轉交某些個人資料予第三者供應商；及
 - 客戶同意並受制於該第三者供應商之條款及細則及私隱政策（如有），而客戶有責任明白及決定由該第三者供應商提供之條款及細則及私隱政策及服務及產品是否合適。
- (b) 就第三者網站或由第三者供應商提供之數據或資料或服務或產品之適合性、正確性、可靠性或完整性或其他方面或其內容或表現，銀行概不負責，並不給予任何保證或擔保，亦不作任何擔保或陳述。銀行及任何第三者供應商或第三者網站對客戶根據由第三者供應商或第三者網站提供之數據或資料或服務或產品而採取或未有採取的行動概不負責，而客戶僅可就本條款和條件所載的用途使用該等數據或資料或服務或產品；該等數據或資料屬銀行及/或任何第三者供應商或第三者網站專有，而客戶不得向第三方轉發或披露該等數據或資料（適用法律、規則及法規規定者除外）；及客戶將僅遵照適用法律、規則及法規使用該等數據或資料。
- (c) 在任何情況下，因第三者網站或第三者供應商提供之內容、產品或服務之使用、存在、暫時中斷、中斷及/或不能提供使用、或因任何有關之錯誤、遺漏、其他中斷或不穩定而引致之任何損失或損害賠償（不論是直接或間接，附帶或其後導致與否），銀行概不負責。
- (d) 銀行可在銀行網站或銀行流動應用程式內提供連結到相聯公司所提供之網站。該等網站之條款及細則或與銀行之條款及細則不同，客戶須在進入或使用該等網站前小心閱讀及明白該等條款及細則。
- (e) 銀行及第三者供應商提供之內容只供參考，不擬用作買賣或其他用途。銀行及第三者供應商都不應被視為客戶的投資顧問。

17. 知識產權

- (a) 客戶確認所有在銀行網站、銀行流動應用程式及有關軟件之內容均屬銀行及/或第三者供應商之所有，並受制於知識產權。除非特別列明或銀行或該第三者供應商（視情況而定）以書面認可外，銀行網站、銀行流動應用程式或第三者網站將不會被當作給予客戶任何權利或許可證使用任何有關或顯示在銀行網站、銀行流動應用程式或第三者網站之任何知識產權。
- (b) 在沒有銀行預先之書面同意及/或在法例明確授權情況下，客戶不應及不應嘗試參與或准許任何人士進行以下事項，而如客戶得知或懷疑任何人士在進行或嘗試進行以下事項時，應即時通知銀行：
- 銷售、分銷、複製、修改、展示、公開履行、準備任何複製的工作、或以其他形式使用任何內容作任何公開或商業用途；
 - 不論為任何目的於任何其他網站或網絡電腦環境中使用任何內容；
 - 為未經銀行或任何第三者供應商授權的目的，闖入、進入或使用或企圖闖入、進入或使用任何網上銀行服務、銀行網站、銀行流動應用程式、第三者網站、內容及/或銀行或任何第三者供應商的伺服器的任何數據區域；
 - 在使用銀行網站、銀行流動應用程式或任何內容時侵犯任何人士或任何一方之知識產權；

- (v) 在使用網上銀行服務、銀行網站及/或銀行流動應用程式時，違反任何適用司法管轄區之任何適用法律；及/或
- (vi) 收集或儲存銀行網站、銀行流動應用程式或第三者網站其他用戶的個人資料。

18. 修訂

銀行可於任何時間及不時修訂本條款及條件及/或加入附加條款及條件。銀行給予客戶合理通知後，本條款及條件的任何修改及增補隨即生效，該等通知可在銀行網站上張貼或以銀行認為適當的該等其他方式發出，若客戶在修訂或增補條款及條件生效日或之後繼續持有或使用網上銀行服務，該通知即對客戶構成約束力。

19. 傳訊

- (a) 銀行有權不時規定網上銀行服務的傳訊形式及模式。
- (b) 專人遞送、郵寄、傳真傳送或電子郵件之傳訊在送達（若專人送遞）或留於客戶最近通知銀行的該等地址之時、（若郵寄）若地址在香港於郵寄48小時以後及若地址在香港以外地區則在郵寄七天後，或（若傳真或電子郵件傳送）傳送至客戶最近通知銀行的傳真號碼或電子郵件地址時，應被視為已被客戶接收。
- (c) 客戶發送給銀行的傳訊應在銀行實際接收之日被視為已向銀行發送。

20. 可分割性

本條款及條件中每一項條文均可分割並與其他條文分開。若任何時間該等條文中的一項或多項在任何司法管轄區下任何方面為或變為不合法、無效或不可執行，其他條文的合法性、有效性及可執行性不受任何形式影響。

21. 放棄權利

銀行的任何行動、延遲或遺漏均不得影響本條款及條件下其權利、權力及補救措施或影響其進一步行使或以其他方式行使任何該等權利、權力及補救措施。本條款及條件下銀行的權利、權力及補救措施屬累積性權利、權力及補救措施且不排除法律規定的權利、權力及補救措施。

22. 無第三者權利

銀行及客戶以外的任何人士均不會在合約（第三者權利）條例（香港法例第623章）下有權執行本條款及條件的任何條文或享有利益。現明文排除合約（第三者權利）條例（香港法例第623章）的適用。

23. 管轄版本

如本條款及條件英文版本與中文版本有任何抵觸或歧異之處，概以英文版本為準。

24. 管轄法律

本條款及條件受香港法律管轄並按香港法律詮釋，且客戶無條件服從香港法院的非專屬司法管轄權。



建行(亞洲)信用卡服務收費一覽表

(生效日期：2022年7月1日)

財務費用															
購物簽賬實際年利率	當您開立賬戶時，購物簽賬實際年利率為 36.07%* (月息2.6%)，但會不時作出檢討。如果您在每月的到期還款日或之前支付全數欠款，我們不會向您收取利息。否則，利息將按(i)所有未清付的結欠(顯示於上一期月結單內)須從到期還款日前一個月結單截數日起按日計息直至所有款項清繳為止，以及(ii)所有在到期還款日前一個月結單截數日後記誌的新交易款項須根據交易日期起按日計息，直至全數清還為止。建造業銀聯雙幣信用卡除外。 (建造業銀聯雙幣信用卡購物簽賬實際年利率為19.56%*(月息1.5%))														
現金透支實際年利率	當您開立賬戶時，現金透支實際年利率為 37.98%* (月息2.6%)，但會不時作出檢討。利息會由透支日期起按日計息，直至全數清還為止。建造業銀聯雙幣信用卡除外。 (建造業銀聯雙幣信用卡現金透支實際年利率為19.56%*(月息1.5%))														
免息還款期	長達 55 天														
最低付款額	利息及費用(包括可能收取的會員年費)及所欠本金總額的 1% 及(如有的話)超逾信用額之全數金額及逾期之全數金額(最低付款額的最低金額為HKD200/RMB200*)														
收費項目															
郵寄紙張信用卡月結單費用	HKD10 (每位客戶每一季度)														
會員年費 (以每張卡計)	<table border="0"> <tr> <td>主卡</td> <td>附屬卡</td> </tr> <tr> <td>- 基本卡/普通卡</td> <td>豁免</td> </tr> <tr> <td>- 金卡/白金卡</td> <td>豁免</td> </tr> <tr> <td>- World/鑽石卡</td> <td>HKD1,800</td> </tr> <tr> <td>- Infinite卡/ 鑽石Prestige卡</td> <td>HKD3,800</td> </tr> <tr> <td></td> <td>HKD900</td> </tr> <tr> <td></td> <td>HKD1,900</td> </tr> </table> <p>信用卡會員所享之會員年費豁免優惠及有關之條款及細則(如適用)仍然有效。</p>	主卡	附屬卡	- 基本卡/普通卡	豁免	- 金卡/白金卡	豁免	- World/鑽石卡	HKD1,800	- Infinite卡/ 鑽石Prestige卡	HKD3,800		HKD900		HKD1,900
主卡	附屬卡														
- 基本卡/普通卡	豁免														
- 金卡/白金卡	豁免														
- World/鑽石卡	HKD1,800														
- Infinite卡/ 鑽石Prestige卡	HKD3,800														
	HKD900														
	HKD1,900														
現金透支費用	現金貸款額 3.5% (每筆貸款)(最低HKD100/RMB100*) 建造業銀聯雙幣信用卡除外。 (建造業銀聯雙幣信用卡豁免現金透支費用。)														
外幣交易收費 (只適用於VISA或Mastercard信用卡，不包括建行(亞洲)虛擬信用卡。)	每項以非港幣所進行之交易款額之 1.95% 。當中包括：(i)海外交易手續費-所有以非港幣所進行之交易款額之0.95%；及(ii)外幣折算費—VISA或Mastercard向卡之簽發人收取百分率為1%的外幣折算費。														

收費項目	
以港幣支付外幣簽賬的有關費用	客戶在外地消費時，有時候可選擇以港幣支付外幣簽賬。此選項屬海外商戶的直接安排，而非由信用卡發卡機構提供。客戶應於簽賬前向該商戶查詢有關匯率及手續費的詳情，因為以港幣支付外幣簽賬，所涉及的費用可能會較以外幣簽賬的手續費為高。 只適用於VISA或Mastercard信用卡： 跨境港幣交易手續費-所有(i)於海外或非香港登記之商戶進行之交易；而(ii)有關交易金額被商戶即時折算為港幣進行，手續費將為該交易款額之 1% ，此手續費為VISA或Mastercard向卡之簽發人收取之手續費。
逾期費用	最低付款額的 5% ，最低及最高收費如下： 最低收費 HKD220/RMB220*或相等於最低付款額金額(以較低者為準) 最高收費 HKD350/RMB350*
過額費用	HKD180 (每月月結單)
補發新卡費用	HKD100 (每張補發新卡)
購物單據檢索費	HKD40 (每張購物單據)
月結單檢索費	最近一個月的月結單免費寄發，其他則 HKD40 (每份副本) (電子月結單客戶豁免此費用)
兌現外幣支票手續費	HKD100 (每張)
退回賬戶結餘手續費	HKD100 (每次退回賬戶結餘)
信用卡指定地點繳款手續費	HKD20 (以每次繳款計算，包括每次現金及每次支票繳款，指定地點包括中國建設銀行(亞洲)分行)
其他收費及費用	中國建設銀行(亞洲)股份有限公司不時所指明的費用及收費(包括但不限於(1)有關在處理現金付款時所收取之其他收費及費用，包括中國建設銀行(亞洲)股份有限公司及/或其他銀行收費；(2)中國建設銀行(亞洲)股份有限公司不時於任何有關信用卡的申請表格、產品單張或其他宣傳及推廣資料內所列明的收費及費用；及(3)有關信用卡機構及/或商戶特定之手續/服務費)
發出信用狀況信件手續費	HKD200 (每份信件)

* 上述之實際年利率以香港銀行公會所提供之計算方法作依據，並已約至小數後兩個位。至於現金透支之實際年利率是以現金透支總額及有關之現金透支費用計算。

以人民幣為收費單位只適用於建行(亞洲)銀聯雙幣信用卡人民幣卡賬戶。中國建設銀行(亞洲)股份有限公司(「建行(亞洲)」)保留隨時修訂上述收費及費用之權利。會員將會收到有關之修訂通知，而此等修訂將成為有效之建行(亞洲)信用卡會員合約的條款及細則。

英文本與中文譯本之義如有歧異，概以英文本為準。



中国建设银行(亞洲)
China Construction Bank (Asia)

CCB (ASIA) CREDIT CARD FEE SCHEDULE

(Effective Date : July 1, 2022)

FINANCE CHARGES											
Annualized Percentage Rate (APR) for Retail Purchase	36.07%* (monthly rate at 2.6%) when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance (shown in the previous statement of account) from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full. Except Construction Industry UnionPay Dual Currency Credit Card. (The APR for Retail Purchase for Construction Industry UnionPay Dual Currency Credit Card is 19.56%* (monthly rate at 1.5%))										
APR for Cash Advance	37.98%* (monthly rate at 2.6%) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full. Except Construction Industry UnionPay Dual Currency Credit Card. (The APR for Cash Advance for Construction Industry UnionPay Dual Currency Credit Card is 19.56%* (monthly rate at 1.5%))										
Interest Free Period	Up to 55 days										
Minimum Payment	All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus 1% of outstanding principal, plus (if any) any overlimit amount and past due amount. (the minimum amount of Minimum Payment is HKD200/RMB200 [#])										
FEES											
Credit Card Paper Statement Fee	HKD10 per customer per quarter										
Annual Membership Fee (per card)	<table border="0"> <tr> <td>Principal</td> <td>Supplementary</td> </tr> <tr> <td>Waived</td> <td>Waived</td> </tr> <tr> <td>Waived</td> <td>Waived</td> </tr> <tr> <td>Classic/Standard - Gold/Platinum - World/Diamond - Infinite/Diamond Prestige</td> <td>HKD900 HKD1,900</td> </tr> <tr> <td>HKD1,800 HKD3,800</td> <td></td> </tr> </table> <p>The Annual Membership Fee waiver to cardmembers and the relevant terms and conditions (if any) continues to apply.</p>	Principal	Supplementary	Waived	Waived	Waived	Waived	Classic/Standard - Gold/Platinum - World/Diamond - Infinite/Diamond Prestige	HKD900 HKD1,900	HKD1,800 HKD3,800	
Principal	Supplementary										
Waived	Waived										
Waived	Waived										
Classic/Standard - Gold/Platinum - World/Diamond - Infinite/Diamond Prestige	HKD900 HKD1,900										
HKD1,800 HKD3,800											
Cash Advance Fee	3.5% of the cash advance amount per transaction (minimum HKD100/RMB100 [#]) Except Construction Industry UnionPay Dual Currency Credit Card. (The Cash Advance Fee is waived for Construction Industry UnionPay Dual Currency Credit Card.)										
Fees Relating to Foreign Currency Transactions (Only applicable to VISA or Mastercard Credit Card, exclude CCB (Asia) Virtual Credit Card)	1.95% of every transaction effected in a currency other than Hong Kong dollar. Including the following: (i) Overseas Transactions Fee – 0.95% of every transaction effected in a currency other than Hong Kong Dollars; And (ii) Foreign Currency Conversion Fee – 1% reimbursement charge imposed by VISA and Mastercard on the issuer of the Card.										
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into										

FEES	
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. Only applicable to VISA or Mastercard credit Card: Cross-border Transactions in Hong Kong Currency Handling Fee - 1% of every transaction (reimbursement charge imposed by VISA and Mastercard on Issuer of the Card), if (i) such transaction is made outside Hong Kong or with any merchant not registered in Hong Kong; and (ii) the transaction amount of which has been simultaneously converted into Hong Kong currency by the merchant.
Late Payment Fee	5% of Minimum Payment due, subject to the minimum charge and the maximum charge listed below: Minimum Charge HKD220/RMB220 [#] or equivalent to the Minimum Payment amount (whichever is lower) Maximum Charge HKD350/RMB350 [#]
Overlimit Fee	HKD180 per statement of account
Card Replacement Fee	HKD100 per replacement card
Sales Draft Retrieval Fee	HKD40 per sales draft copy
Statement Retrieval Fee	A copy of the most recent statement of account is free of charge, otherwise, HKD40 per copy (Customers enrolled for e-statement will enjoy fee waiver)
Foreign Currency Check Processing Fee	HKD100 per check
Credit Balance Refund Handling Fee	HKD100 per withdrawal
Credit Card Repayment Service Fee at Designated Payment Affiliates	HKD20 per payment transaction (including each cash payment and each check payment, the Designated Payment Affiliates include branches of China Construction Bank (Asia))
Other Fees and Charges	Fees and charges as specified by China Construction Bank (Asia) Corporation Limited from time to time (including, without limitation, (1) fees and charges relating to the processing of cash payments that may be imposed by China Construction Bank (Asia) Corporation Limited at its option and/or imposed by other banks as the case may be; (2) fees and charges specified by China Construction Bank (Asia) Corporation Limited in any application forms, product feature leaflet or relevant marketing or promotional materials in relation to the Card; and (3) any handling/service fee as specified by relevant credit card associations and/or merchants)
Credit Reference Letter Handling Fee	HKD200 per letter

* The above annualized percentage rates are calculated according to the standard of Hong Kong Association of Banks and are rounded up/down to the nearest two decimal places. With respect to cash advances, the annualized percentage rate is arrived at by reference to the amount of the cash advance as well as to any related cash advance fees.

[#] Billing amount in RMB is applicable to CCB (Asia) UnionPay Dual Currency Credit Card RMB account only.

China Construction Bank (Asia) Corporation Limited ("CCB (Asia)") reserves the right at its sole discretion and from time to time to amend the above fees and charges. Any such amendment will be notified Cardmembers and will be effective in accordance with terms and conditions of the CCB (Asia) Credit Card Cardmember Agreement.

In case of discrepancies between the English and Chinese versions of this notice, the English version shall apply and prevail.



中国建设银行(亞洲)
China Construction Bank (Asia)

Dear Valued Customer,

Amendments to our Notice to Customers relating to the Personal Data (Privacy) Ordinance

We are attaching an update to our "Notice to Customers relating to the Personal Data (Privacy) Ordinance" (the "Updated PICS"). The Updated PICS explains how we collect, process and share your personal data as part of our services to you. We are required to handle your personal data in accordance with the Personal Data (Privacy) Ordinance (the "PDPO").

The Updated PICS includes changes that relate to two important developments in Hong Kong:

MCRA Model

MCRA model is an important new initiative developed by the Hong Kong Association of Banks, the DTC Association and the Hong Kong S.A.R. Licensed Money Lenders Association.

When you apply for a mortgage, loan or other credit product or service, the bank will seek a credit reference report about you from a consumer credit reference agency ("CRA"). CRAs collect information about your past and present borrowing from various creditors who have made loans to you, and then provide this information to potential new lenders to help them assess your creditworthiness. At present, there is only one CRA in Hong Kong. The MCRA Model enables lenders to share and use consumer credit data through more than one CRA.

Selected CRAs will not be allowed to transfer credit data outside Hong Kong without customer's consent under the requirements of the MCRA Model.

The MCRA Model will be launched by the end of 2022.

Phase III of the Open API Framework

Under the Hong Kong Monetary Authority's Open API Framework, banks collaborate in the exchange of information with fintechs and other third party service providers ("TSPs") using technology called application programming interfaces ("API").

The Open API Framework has been introduced in phases. In January 2019, Phase I was launched. Phase I API allow banks to share public information about their products with TSPs.

Phase II of the Open API Framework was launched in October 2019. Phase II API allow banks to receive applications for bank products and services from customers through the customer's interaction with a TSP.

Phase III of the Open API Framework was launched in March 2022 for corporate and SME customers and will be launched from June 2022 for retail customers. Phase III API allow banks to share customer account information with a TSP after obtaining your consent, for the purpose of enabling the TSP to provide services to you that you have subscribed. The customer account information that you have consented to share with TSPs, which may include your account balance and transaction information, is your personal data.

Summary of Changes in the Updated PICS

We have set out an overview of key changes in the Updated PICS below:

1. Updated PICS - changes in respect of MCRA Model

The Updated PICS include changes concerning the collection and disclosure of consumer credit data under the MCRA Model:

(a) Paragraph (c) - Collection of Personal Data from CRAs

Paragraph (c) of the Updated PICS refers to our receipt of personal data from CRAs as part of their consumer credit reporting services.

(b) Paragraph (e)(v) - Disclosure of Data to Platform Operator

We have made it clear in paragraph (e)(v) that as part of the MCRA Model, your consumer credit data may be transferred to the operator of a centralized platform forming part of MCRA.

(c) Paragraph (g), (j) to (l) and (p) - references to CRAs in plural (only applicable to the English version of the Updated PICS)

Paragraphs (g), (j) to (l) and (p) of the Updated PICS refer to CRAs in plural, reflecting that transfers of your consumer credit data will be made to multiple CRAs under the MCRA Model instead of just to one CRA.

2. Amended Template PICS – changes in respect of Phase III Open API collaborations

The Amended Template PICS also incorporates a new paragraph (i), which refers to your choice to engage TSPs to provide services to you using data obtained from us using our Phase III APIs. If instructed by you to do so, we will make a disclosure of your customer data to the TSP in accordance with the specific consent that you have given.

Please note that the wording of paragraph (i) refers to disclosures of your data to TSPs in very general terms. More specific consents and notifications will be separately obtained and made to you in order to meet the requirements of the PDPO.

Please contact us or your TSP if you have any questions about the use of your personal data as part of such services.

For more details, you are welcome to call our **Customer Service Hotline at (852) 277 95533** or **contact our branch staff**.

Yours faithfully,

China Construction Bank (Asia) Corporation Limited
July, 2022

This is a computer printout and no signature is required.

**China Construction Bank (Asia) Corporation Limited
(the "Bank")**

**Notice to Customers (the "Notice") relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")**

(Effective Date: September 1, 2022)

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (d) The purposes for which data relating to a customer may be used (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")) are as follows:
- (i) considering and assessing the customer's application for the Bank's products and services;
- (ii) the daily operation of the services and credit facilities provided to customers; conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
- (iv) creating and maintaining the Bank's credit scoring models;
- (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
- (vi) ensuring ongoing credit worthiness of customers;
- (vii) conducting customer surveys and/or designing financial services or related products for customers' use;
- (viii) marketing services, products and other subjects (please see further details in paragraph (h) below);
- (ix) determining amounts owed to or by customers;
- (x) enforcing the Bank's right, including without limitation, collection of amounts outstanding from customers and those providing security for customers' obligations;
- (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
- (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
- (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
- (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

- (xii) complying with any obligations requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xiv) updating, comparing and/or verifying any and all of customers' personal information that may be held by any affiliates, group companies or agents of the Bank;
- (xv) exchanging information with any financial institution, credit card acquirer and merchants accepting credit cards and entities with whom the Bank provide affinity/co-brand/private label credit/debit/charge card services; and
- (xvi) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
- (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Banks products and services;
- (v) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (vi) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations; and
- (ix) (1) the Bank's group companies;
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (3) third party reward, loyalty, co-branding and privileges programme providers;
- (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (5) charitable or non-profit making organisations; and

- (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) and/ or (d)(viii) above; and
- (7) any credit card acquirer of a merchant accepting the credit card.
- Such information may be processed, kept or transferred to a place outside Hong Kong including without limitation, to the People's Republic of China.
- (f) The Bank takes all reasonably practicable means to protect the data, such as, by restricting the access of data by authorized personnel only and incorporating security measures into equipment in which data is held. Encryption technology is employed for sensitive data transmission. If the Bank engages data processors to handle or process personal data on the Bank's behalf (whether within or outside Hong Kong), the Bank would adopt contractual or other means to prevent any unauthorized or accidental access, processing, erasure, loss or use of the transferred data by the data processors.
- (g) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after April 1, 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.
- Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (h) **USE OF DATA IN DIRECT MARKETING**
- The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
- (1) financial, insurance, credit card, banking and related services and products;
- (2) reward, loyalty or privileges programmes and related services and products;
- (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (1) the Bank's group companies;
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (3) third party reward, loyalty, co-branding or privileges programme providers;

- (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (h)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.

(i) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD-PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

- (j) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right:
- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (k) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency(ies) until the expiry of five years from the date of final settlement of the amount in default.
- (l) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (i)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency(ies), whichever is earlier.

- (m) The Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data (except mortgage count) of customers held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities (including, without limitation, credit card accounts and/or credit limits) which review may involve the consideration by the Bank of any of the following matters:
- (i) an increase in the credit amount or limit;
- (ii) the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit); or
- (iii) the putting in place or the implementation of a scheme of arrangement with customers.
- (n) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (o) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
- The Data Protection Officer
China Construction Bank (Asia) Corporation Limited
CCB Centre
18 Wang Chiu Road
Kowloon Bay
Kowloon
Fax: (852) 3718 2500
- (p) The Bank may have obtained a credit report(s) on the customer from a credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (q) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- (r) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.

Version Date: September 2022

**China Construction Bank (Asia) Corporation Limited
(the "Bank")**

**Notice to Customers (the "Notice") relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")**

(Effective Date: July 1, 2021)

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services.
- (d) The purposes for which data relating to a customer may be used (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")) are as follows:
- (i) considering and assessing the customer's application for the Bank's products and services;
 - (ii) the daily operation of the services and credit facilities provided to customers;
 - (iii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) assisting other financial institutions to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of customers;
 - (vii) conducting customer surveys and/or designing financial services or related products for customers' use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (h) below);
 - (ix) determining amounts owed to or by customers;
 - (x) enforcing the Bank's right, including without limitation, collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xii) complying with any obligations requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xiv) updating, comparing and/or verifying any and all of customers' personal information that may be held by any affiliates, group companies or agents of the Bank;
- (xv) exchanging information with any financial institution, credit card acquirer and merchants accepting credit cards and entities with whom the Bank provide affinity/co-brand/private label credit/debit/charge card services; and
- (xvi) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations; and
 - (ix)
 - (1) the Bank's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;

- (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (5) charitable or non-profit making organisations; and
- (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) and/ or (d)(viii) above; and
- (7) any credit card acquirer of a merchant accepting the credit card.

Such information may be processed, kept or transferred to a place outside Hong Kong, including without limitation, to the People's Republic of China.

(f) The Bank takes all reasonably practicable means to protect the data, such as, by restricting the access of data by authorized personnel only and incorporating security measures into equipment in which data is held. Encryption technology is employed for sensitive data transmission. If the Bank engages data processors to handle or process personal data on the Bank's behalf (whether within or outside Hong Kong), the Bank would adopt contractual or other means to prevent any unauthorized or accidental access, processing, erasure, loss or use of the transferred data by the data processors.

(g) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(h) USE OF DATA IN DIRECT MARKETING

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:

- (1) financial, insurance, credit card, banking and related services and products;
- (2) reward, loyalty or privileges programmes and related services and products;
- (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (4) donations and contributions for charitable and/or non-profit making purposes;

(iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:

- (1) the Bank's group companies;
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (3) third party reward, loyalty, co-branding or privileges programme providers;
- (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (5) charitable or non-profit making organisations;

(iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;

(v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (h)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank without charge.

(i) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right:

- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

- (j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (k) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (l) The Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data (except mortgage count) of customers held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities (including, without limitation, credit card accounts and/or credit limits) which review may involve the consideration by the Bank of any of the following matters:
- (i) an increase in the credit amount or limit;
 - (ii) the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit);
or
 - (iii) the putting in place or the implementation of a scheme of arrangement with customers.
- (m) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (n) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -
- The Data Protection Officer
 - China Construction Bank (Asia) Corporation Limited
 - CCB Centre
 - 18 Wang Chiu Road
 - Kowloon Bay
 - Kowloon
 - Fax: 3718 2500
- (o) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (p) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- (q) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.

Updated Version: July 2021

TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES ("TERMS AND CONDITIONS")

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS BEFORE USING THE ONLINE BANKING SERVICES. BY REGISTERING TO USE THE ONLINE BANKING SERVICES, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

Please note that the applicable terms and conditions for accounts and related services in respect of the accounts and/or services concerned and/or applicable cardmember agreement (as the case may be) (hereinafter collectively referred to as the "**General Terms and Conditions**") from time to time issued by the Bank shall apply to the following as if those General Terms and Conditions are set out in these Terms and Conditions in full.

1. Definitions

- 1.1 "**Bank**" means China Construction Bank (Asia) Corporation Limited.
- 1.2 "**Business Day**" means a day on which the Bank is open for banking business in Hong Kong but excluding Saturday afternoon.
- 1.3 "**Card**" means any credit card issued by the Bank (including without limitation, VISA, MasterCard, China Unionpay or others, whether categorized as class/standard, gold, platinum or others, as the case may be).
- 1.4 "**Computer System**" means the computer equipment, mobile devices, other equipment or devices, and all hardware, software, application and modem connected to or contained in it which is required to access the Online Banking Services.
- 1.5 "**Content(s)**" means all messages, files, characters, text, files, data, software, images, photographs, illustrations and other materials whatsoever that appear, can be heard, read, downloaded or accessible through the Website, Mobile App and/or the Online Banking Services.
- 1.6 "**Customer**" means any customer of the Bank.
- 1.7 "**Designated Account**" means each account in the name of the Customer maintained with the Bank in Hong Kong from time to time designated by the Customer for the purposes of using the Online Banking Services.
- 1.8 "**Funds Transfer Services**" means the funds transfer services described in Clause 2(d) comprising part of the Online Banking Services.
- 1.9 "**Username**" means the login ID number for the purpose of any Online Banking Transaction.
- 1.10 "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.
- 1.11 "**IP Rights**" means copyright, trademark, logo and other intellectual property rights, whether registered or unregistered.
- 1.12 "**Mobile App**" means such mobile application software as may be designated by the Bank from time to time.
- 1.13 "**Online Banking Instruction**" means an instruction given by the Customer to the Bank through any Online Banking Service.
- 1.14 "**Online Banking Services**" means the services rendered by the Bank via the Website and/or Mobile App which enable the Customer to obtain information or data from the Bank and/or give instructions to the Bank including but not limited to effecting transactions through the Bank by the use of the Computer System.
- 1.15 "**Online Banking Transaction**" means a transaction effected by the Bank in accordance with an Online Banking Instruction.
- 1.16 "**Password**" means a personal identification code issued by the Bank to the Customer or self-selected by the Customer for the purpose of utilizing any Online Banking Service.
- 1.17 "**Security Code**" means a one-time password that is automatically generated and displayed on the Security Token or sent to the designated mobile number at the relevant time to be used for the purpose of utilizing certain Online Banking Services specified by the Bank from time to time.
- 1.18 "**Security Token**" means the digital device provided by the Bank to the Customer at the Customer's request for the purpose of generating and displaying a Security Code.
- 1.19 "**Third Party Provider(s)**" means the third party(ies) providing Third Party Website(s), contents, products and/or services.
- 1.20 "**Third Party Website(s)**" means web pages or websites outside or linked to the Website or the Mobile App (including but not limited to hyperlinks, search engines and advertisements).
- 1.21 "**Transferred Amount**" means the amount to be transferred under an Online Banking Instruction in respect of Funds Transfer Services.
- 1.22 "**Website**" means www.asia.ccb.com or such other website(s) as the Bank may from time to time host.

2. Scope of Service, Limits on Amounts and Cut-off Time

- (a) Online Banking Services are offered by the Bank to the Customer only if the Customer maintains at least one Designated Account with the Bank in Hong Kong.
- (b) The Bank may require the Customer to designate one or more Designated Accounts for the purposes of using the Online Banking Services. The Customer may from time to time add or remove any Designated Account in such manner as the Bank may reasonably prescribe which shall become effective upon acceptance by the Bank.
- (c) Online Banking Services are only offered to Customers in Hong Kong and such other jurisdictions where the Online Banking Services may be lawfully offered. Any person using the Online Banking Services is responsible for observing any prohibitions or restrictions applicable to him regarding use of the Online Banking Services.
- (d) As part of the Online Banking Services, the Bank may make available to the Customer the Funds Transfer Services including the followings:
 - (i) currency exchange services;
 - (ii) transfer of funds between the Designated Accounts;
 - (iii) transfer of funds from any Designated Account to any third party account maintained with the Bank in Hong Kong which has been registered with the Bank for such purpose in such manner and supported by such documents as the Bank may reasonably prescribe;
 - (iv) transfer of funds from any Designated Account to any account (whether in the name of the Customer or any other person) maintained with any Hong Kong licensed bank provided that such recipient account has been registered with the Bank as a permitted recipient account for such purpose in such manner and supported by such documents as the Bank may reasonably prescribe; and
 - (v) subject to enablement by the Customer in such manner as the Bank may reasonably prescribe, transfer of funds from any Designated Account to any account (whether in the name of the Customer or any other person) maintained outside Hong Kong with any branch or office of the Bank or any other bank.
- (e) The scope and types of service made available by the Bank, the restrictions on the use of the service, the maximum or minimum transaction limits, the cut-off time and/or date applicable to a particular type of service, the applicable service fees and other features in respect of the Online Banking Services may be determined or varied by the Bank from time to time without prior notice to the Customer (other than in the case of change of service fees or changes which may affect the liabilities or obligations of the Customer). Updated information relating to the Online Banking Services is available from the Bank upon request.
- (f) The Online Banking Services provide an additional means subject to the General Terms and Conditions for the Customer to operate its Designated Accounts and conduct transactions. All other terms and conditions governing the Customer's accounts and transactions shall continue to apply but, where there is any discrepancy, these Terms and Conditions shall prevail insofar as the Online Banking Services are concerned.
- (g) The Bank grants the Customer, for the term of these Terms and Conditions, a personal, limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use the Online Banking Services pursuant to these Terms and Conditions. The Bank may provide certain portions of the Online Banking Services under license from third parties, and the Customer will comply with any additional restrictions on their usage communicated to the Customer by the Bank from time to time.
- (h) The Bank is providing the Online Banking Services to the Customer for the Customer's own use, and only for the purposes prescribed by the Bank from time to time, and subject to these Terms and Conditions. The Customer may not use the Online Banking Services on behalf of third parties without the Bank's permission. The Customer may not sell, lease, or provide, directly or indirectly, the Online Banking Services or any portion of the Online Banking Service to any third party except as permitted by these Terms and conditions.
- (i) E-mail, chat and instant messaging features may be provided to the Customer as a convenience to enhance the Customer's communications with the Bank. If provided, the Customer will use these features in compliance with applicable laws, rules and regulations, and the Customer will not use them to transmit inappropriate information, including information that may be deemed obscene, libellous, harassing, fraudulent or slanderous. The Bank is not responsible for any transactions the Customer may attempt to enter or orders or instructions the Customer may attempt to make by means of these services.

3. Funds Transfer Services

- (a) The Bank shall debit the Designated Account(s) of the Customer immediately upon receipt of the Online Banking Instruction from the Customer. If the Transferred Amount exceeds the balance in the Designated Account, or the Transferred Amount exceeds the transfer limit as imposed by the Bank from time to time, or the Bank has reasonable grounds to believe that the implementation of the Online Banking Instruction will cause the Bank to violate applicable laws and/or the regulations and/or the requirements of the regulatory authorities, the Bank is entitled at its absolute discretion not to implement the Online Banking Instruction and shall not be liable in any manner whatsoever. The Customer should conduct its own checks for the status of the Designated Account(s) and whether the Online Banking Instructions have been implemented.
- (b) The Customer shall take note of the cut-off time for placing Online Banking Instruction for Funds Transfer Services as announced by the Bank from time to time. The time for which the Bank receives any Online Banking Instruction shall be determined according to the system and records of the Bank. However, the cut-off time and any indication by the Bank as to the time required for implementation of the Online Banking Instruction shall be for reference only and the Bank shall not be liable for any delay in the transfer of funds.
- (c) In order to use the Funds Transfer Services, the Customer must use a Security Code. The Bank may require the Customer to use Security Code in order to access any other Online Banking Services.
- (d) The Bank shall be under no liability under any circumstances to recover any amount paid to the receiving bank and shall be under no liability in case of the receiving bank failing to pay the Transferred Amount to the transferee for any reason. The Bank shall not be liable in any manner whatsoever for any charges or levy imposed by the receiving bank in respect of any Online Banking Instruction.
- (e) While acknowledging that funds transfer to third party accounts involve risks, the Customer agrees that the Bank shall not be liable to the Customer and / or any third party for any delay and/or non-transfer of part or all of the Transferred Amount or any mistake made in the transfer of the Transferred Amount in the absence of negligence, willful misconduct or fraud of the Bank.
- (f) No payments shall be made in the case of the receiving bank being in default in the interbank settlement prior to the payments by the Customer being made to them and the debit entries in the Designated Account(s) shall be reversed with accord.

4. Username, Password, Security Code and Security Token

- (a) The Customer shall take reasonable steps to keep the Username, the Password and the Security Code confidential. The Customer is advised:
 - (i) to change the Password provided by the Bank to a self-selected Password in accordance with the Bank's instruction immediately upon receipt of the initial Password advice from the Bank;
 - (ii) to set a Password that is difficult to guess (e.g. not to select such information as birthday, telephone number or recognizable part of the Customer's name in selecting new password) and different from the ones for other services;
 - (iii) to memorize the Username and Password and destroy the notice to the Customer of the Username and Password;
 - (iv) not to disclose to, share with, allow access to or use by anyone the Card, Username, Password or Security Code;
 - (v) not to write down the Password on any Card issued by the Bank or keep the Password and the Card together;
 - (vi) not to write down or record the Username, Password or Security Code without disguising it;
 - (vii) to change the Password on a regular basis and not to store the Password on computers, mobile phones or place in plain sight;
 - (viii) to act in such manner so as to avoid shoulder surfing over the Username, Password or Security Code;
 - (ix) not to use public or shared personal computers or mobile devices or public Wi-Fi to access the Online Banking Services;
 - (x) if the Bank sends a one-time password to the Customer's mobile device, not to send such one-time password from one mobile device to another mobile device;
 - (xi) to install appropriate anti-virus, personal firewall software and other security software to protect the devices the Customer uses to access the Online Banking Services;
 - (xii) in case of Online Banking Services for business purposes, to adopt proper dual controls and authorization before conducting high-risk transactions;
 - (xiii) to safeguard against social engineering techniques for obtaining the Customer's information such as the Username, the Password or the Security Code through fake or suspicious emails, websites or internet banking mobile

- (xiv) applications or impersonating the Bank's staff or the police; to only connect to the Website by typing the authentic website address into the browser or by book marking the genuine website for subsequent access and not to access the Website through hyperlinks embedded in emails, internet search engines or suspicious pop-up windows;
- (xv) to only connect to the Mobile App downloaded from the Website or app stores designated or approved by the Bank; and
- (xvi) to promptly check the relevant notification and account statements or advice the Bank sends to the Customer and information about the date and time of the last login to Online Banking Services, and to notify the Bank as soon as practicable by calling the Bank's customer hotline posted by the Bank in the Website or Mobile App whenever unusual transactions or observations are detected.

The Customer may be held liable for the losses if he has failed to comply with any of the above safeguards.

- (b) The Customer understands and acknowledges that there are risks of the Card, Username, Password and/or Security Code of the Customer being abused by unauthorized persons or used for unauthorized purposes. The Customer shall notify the Bank as soon as reasonably practicable upon notice or suspicion of the Card, Username, Password and/or Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with the Card, Username, Password and/or Security Code. If the Customer fails to report such incidents to the Bank as soon as reasonably practicable, or has otherwise acted fraudulently or with gross negligence, the Customer may be held responsible for all such transactions involving the use of the Card, Username, Password and/or Security Code and all direct losses as a result.
- (c) All instructions given to the Bank by anyone using the Card, Username, Password and/or Security Code of the Customer prior to the Bank receiving notice as mentioned in Clause 4(b) of these Terms and Conditions and the Bank having a reasonable opportunity to take action in respect of such notice will be relied on or acted upon by the Bank and shall be irrevocable. The Bank shall have no duty to verify the identity or authority of the person giving an instruction to the Bank if the correct Card, Username, Password and/or Security Code of the Customer is used.
- (d) A Card, Username, Password or Security Token shall remain effective until changed or cancelled by the Customer (provided that the Bank has received notice of the change or cancellation from the Customer and the Bank has a reasonable opportunity to act upon the notice) or cancelled by the Bank or any other issuing authority.
- (e) To help reduce internet related risks relating to the use of Online Banking Services, the Bank may set (and may from time to time revise) limitations on and/or amend the size of transactions, approved fund transfer destinations and other features of the Online Banking Services and/or set user requirements.
- (f) In addition and without prejudice to Clause 4(a) of these Terms and Conditions, the Customer undertakes to act in good faith and prudently and exercise reasonable care in:
 - (i) safeguarding the security of the Username, Security Token, Security Code, Password and the Online Banking Services;
 - (ii) ensuring that the Customer only accesses the Online Banking Services by means and procedures approved by the Bank;
 - (iii) ensuring that no other person has unauthorized access to the Online Banking Services or the Designated Account (whether by use of the Computer System or otherwise), including but not limited to Security Token, Security Code or other authentication required to obtain such access;
 - (iv) the use of any Security Token, software, computer system, user guide or any other facilities provided by the Bank to the Customer to facilitate him in effecting any transaction(s) and in returning the same to the Bank immediately upon its request;
 - (v) ensuring that the browser, cache memory and/or app cache memory (as the case may be) will be cleared as soon as the Customer signs off from or exits the Website and/or Mobile App;
 - (vi) ensuring that the Customer signs off from the Website and exits the browser and/or Mobile App (as the case may be) immediately after each time he uses the Website and/or Mobile App; and
 - (vii) complying with and carrying out such security measures that the Bank may from time to time impose.

5. Suspension or Termination of Services

- (a) The Bank may at its discretion restrict, suspend or terminate all or any part of the Online Banking Service upon closure of the Customer's Designated Accounts or at any time without notice or reason to the Customer if the Bank has reasonable

grounds for doing so.

- (b) Suspension or termination by the Customer of any Online Banking Service shall be effective only after notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice.
- (c) Save and except for the circumstances set out in Clauses 5(a) and 5(d) of these Terms and Conditions, the Bank will use its reasonable endeavour to provide prior notice to the Customer of any changes, amendments to, suspensions, restrictions or terminations of the Online Banking Services, the Website and/or the Mobile App. However due to those circumstances as set out in Clause 15(a) of these Terms and Conditions, the Customer accepts that prior notice may sometimes not be practicable and therefore not be given.
- (d) The Bank may, at its discretion and without prior notice, suspend or terminate the Online Banking Services immediately if the Bank reasonably decides that the Customer is at any time in breach of any undertaking or provision of these Terms and Conditions or any other related terms and conditions and agreements.
- (e) The Bank shall not be liable for any loss or damage suffered by the Customer as a result of or arising out of any voluntary or involuntary suspension or termination of any Online Banking Service for any reason whatsoever.

6. Joint Accounts

- (a) For joint accounts that may be operated on the signature of only one of the account holders, the following material, if required by any one or more of the joint account holders, will be issued to each joint account holder:-
 - (i) separate Username and Password; and
 - (ii) when applicable, separate Security Token for the Online Banking Services.
- (b) Online Banking Services will not be available in the case of joint accounts requiring the signatures of two or more account holders to operate.

7. Information Inquiry

- (a) Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing any Online Banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by the Customer in an Online Banking Transaction, shall be binding on the Customer notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
- (b) Information relating to any Designated Account or any Online Banking Transaction made available through the Online Banking Services are for the Customer's reference only. The Bank's records of use of the Online Banking Services by the Customer and all dealings and transactions relating to the Designated Accounts shall be conclusive and binding on the Customer unless and until the contrary is established.

8. Recordings, Records and Reference Numbers

The Bank is authorized to record by any means of all Online Banking Instructions between the Bank and the Customer or any person acting on the Customer's behalf, and to keep those recordings for as long as the Bank considers necessary; any reference numbers, if any, provided by the Bank thereto shall be an acknowledgement and for Customer's reference only.

9. Online Banking Instruction

- (a) Any Online Banking Instruction must be given by the Customer to the Bank by quoting the User Name, Password, Security Code (if requested by the Bank) and other information required by the Bank to effect Online Banking Transactions. Online Banking Instructions shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe and has been actually received by the Bank.
- (b) A record of each Online Banking Transaction will be shown in the regular account statements provided by the Bank to the Customer.
- (c) Any Online Banking Instruction once given by the Customer by using the Online Banking Services may not be amended, revoked or withdrawn without the consent of the Bank. Any such Online Banking Instruction acted on by the Bank in good faith shall be irrevocable and binding on the Customer, whether given by any person purporting to be the Customer. If a dispute arises at any time in relation to the contents of any Online Banking Instruction, the Bank's relevant recordings shall be conclusive evidence of such contents.
- (d) The Bank will only act upon or carry out an Online Banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Unless otherwise specified by the Bank, any Online Banking Instruction received by the Bank after the cut-off time and/or date applicable to particular type of services of the Bank or outside the normal business hours of the Bank or on a non-Business Day will be considered to have been received by the Bank on the next Business Day.

- (e) The Customer is responsible for all its acts and omissions and shall comply with the provisions of the relevant application form and these Terms and Conditions.
- (f) Although the Bank will use reasonable endeavours to ensure that the Online Banking Instruction is executed in a timely fashion, there may be a time lag in transmission of data online. The Online Banking Services (including the Funds Transfer Services) is also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, the Online Banking Instruction of the Customer may not be executed at the time when the Online Banking Instruction is placed or at all and the Bank shall not be responsible for the actual time when the Transferred Amount shall be credited into the transferee's account.
- (g) Although the Bank has endeavoured to avoid interruptions to the Online Banking Services, the Online Banking Services may suffer failure or delays and periods of malfunction or outage. During such periods, the Customer shall place its instruction or may make enquiries by alternative methods such as by contacting the Bank's branches and hotlines. In the event of system failure of the Online Banking Services, the Bank may cancel any Online Banking Instruction placed by the Customer. The Bank may (but is not obliged to) notify the Customer of such cancellation of Online Banking Instruction by any means that the Bank may consider appropriate (including but not limited to email message or short message via SMS) and in all the circumstances, the Bank will not assume any liability or responsibility for such cancellation of Online Banking Instruction or the non-notification of such cancellation of Online Banking Instruction, or inability on the part of the Customer to receive notification of such cancellation of Online Banking Instruction (whether or not due to the failure of the Customer to provide valid email address and/or mobile phone number capable of receiving short messages via SMS whatsoever). The Customer shall conduct its own checks for the status of the Designated Account(s) and whether the Online Banking Instruction has been implemented.

10. Customer's Undertakings, Representations and Warranties

- (a) The Customer undertakes to use the Online Banking Services in accordance with these Terms and Conditions and the operation policy and procedure relating to Online Banking Services provided by the Bank from time to time.
- (b) The Customer undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Online Banking Services, the Website, the Mobile App or any of the software comprised in them. The Bank is entitled to terminate the use of the Online Banking Services by the Customer without notice and to take legal action against the Customer for breach of this undertaking.
- (c) The Customer shall notify the Bank as soon as the Customer encounters any irregularity or difficulty in using any Online Banking Services.
- (d) The Customer represents and warrants to the Bank that its use of the Online Banking Services will comply with all applicable laws, rules and regulations and the user guides, policies and procedures applicable to the Online Banking Services and these Terms and Conditions and any other agreement between the Customer and the Bank, as may be amended from time to time.

11. Liabilities of the Customer

- (a) Subject to the General Terms and Conditions and without prejudice to Clause 4 of these Terms and Conditions, if there is no gross negligence, fraud or fault on the part of the Customer, such as failing to properly safeguard his device(s) for using the Online Banking Services, the Customer will not be liable for any direct loss suffered by the Customer as a result of any unauthorized Online Banking Transaction.
- (b) The Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by it (including legal fees) in connection with the Bank's provision of the Online Banking Services and/or the exercise of the powers and rights of the Bank under these Terms and Conditions, unless such liabilities, claims, costs, damages, expenses, actions or proceedings are caused directly by the negligence or wilful misconduct of any officer, employee or agent of the Bank and without gross negligence, fraud or fault on the part of the Customer.

12. Ownership of the Security Token

The Security Token is and shall at all times remain the property of the Bank and issued at the Bank's discretion and the Customer shall return it to the Bank immediately upon

the Bank's request. The Customer will ensure that the Security Token is kept secure and under the personal control of the Customer and will not permit any person other than the Customer to use the Security Token.

13. Loss or Theft of the Security Token

In the event of loss or theft of the Security Token, the Customer shall as soon as reasonably practicable notify such loss or theft to the Bank by telephone at such telephone number as the Bank may from time to time prescribe and confirm the same in writing if requested by the Bank. If the Customer fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with gross negligence, the Customer may be responsible for all direct losses as a result of all unauthorized transactions involving the use of, as the case may be, the lost Security Token by any person. If a replacement Security Token is issued, the Bank may charge a fee for it.

14. Liabilities of the Bank

- (a) The Bank will take reasonably practicable steps to ensure that its systems in connection with the Online Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- (b) The Customer understands and accepts that any person who has access to, possesses, knows or is allowed to find out the Password and has access to the Security Token (if any) may be able to have access to the Designated Account(s) and the Bank shall not be responsible for any losses in relation thereto.
- (c) The Customer understands and accepts that, unless there is negligence or wilful default of the Bank, the Bank shall not be liable for any claim, loss or damage suffered by him in relation to the Online Banking Services as a result of:
 - (i) any inaccurate or incomplete data, or corruption, interception, deletion or loss of data due to fault, failure or malfunction of the Computer System;
 - (ii) any breakdown, failure, mutilation, interruption, omission, error, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission or communication of messages or from its misinterpretation by any wireless telegraphy or by the Bank, or its correspondent, agent or its employee or through any other cause(s) beyond its control which lead to, including but not limited to, delays in the transmission, receipt or other execution of any transaction;
 - (iii) the Online Banking Services not being available, being restricted, varied, amended, suspended or terminated or becoming inoperative;
 - (iv) the Customer's failure to carry out his responsibilities as provided in these Terms and Conditions; and/or
 - (v) any loss of profits or opportunity or any other consequential or indirect loss or liability caused by the use of or inability to use the Online Banking Services or from any errors, inadequacies or failures of any machine, Online Banking Services, Website, Mobile App, internet, the Computer System, data processing system or transmission link or any industrial dispute or any other factor outside the control of the Bank or outside the control of the agents or sub-contractors of the Bank, whether caused by negligence or otherwise.
- (d) If the Bank is found liable for any act or omission, negligence or default, its liability shall be limited to the lesser of the amount of the direct loss or actual damage and the amount of the relevant transaction. The Bank shall not be responsible for any loss of profit or any special, consequential or indirect loss or damage arising out of such act, omission, negligence or default.

15. Limitation of Technology

- (a) The Customer acknowledges that internet is a technology that is rapidly changing, open and public in nature and its traffic congestion is unpredictable. The Customer understands that the Bank will use its reasonable endeavour to make sure that the Online Banking Services continue to function, but the Customer also accepts that:
 - (i) the internet may not always be a reliable medium or communication;
 - (ii) the Online Banking Services, the Website and the Mobile App may not meet all the requirements or expectations of the Customer; and
 - (iii) the operation, functionality and reliability of the Online Banking Services, the Website and the Mobile App:
 - (aa) may subject transactions to delays, misunderstandings and errors in transmissions, executions and communications or interruptions; and
 - (bb) may from time to time be subject to interruptions or variation and/or require periodic modifications and improvements.
- (b) Given the circumstances set out in Clause 15(a) of these Terms and Conditions, the Customer understands and agrees that all transaction(s) through the Online Banking Services are made entirely at his own risk.

16. Links, Advertisements and Third Party Website(s)

- (a) The Customer understands and accepts that:
 - (i) the Bank may from time to time provide links to Third Party Website(s) and contents, products and services provided by the Third Party Provider(s);
 - (ii) the Bank may not have reviewed all the Third Party Website(s) and therefore inclusion of links to such Third Party Website(s) shall not be construed as or deemed to be the Bank's endorsement or approval of the same or any of the contents thereof;
 - (iii) the Customer accesses, enters or uses any links to Third Party Website(s) or deals with Third Party Provider(s) entirely at his own risk and the Bank is not a party to any arrangement between the Third Party Provider(s) and the Customer;
 - (iv) the Customer shall contact the relevant Third Party Provider(s) to obtain further information and/or clarifications to resolve any questions before using, entering or accessing Third Party Website(s) or have any dealings with the Third Party Provider(s); and
 - (v) in accessing, entering or using the Third Party Website(s) or dealing with Third Party Provider(s):
 - (aa) the Bank may need to transfer certain personal data to the Third Party Provider(s); and
 - (bb) the Customer agrees to be subject to the terms and conditions and privacy policy (if any) of those Third Party Provider(s) and it is the Customer's responsibility to understand and determine the suitability of those terms and conditions and privacy policy of and the service and products provided by the Third Party Provider(s).
- (b) The Bank shall not be responsible, does not give any assurance or guarantee and makes no warranty or representation as to Third Party Provider(s)'s or Third Party Website(s)'s data or information or suitability, correctness, reliability or completeness or otherwise of the service or product provided by the Third Party Provider(s)/Third Party Website(s) or their content or performance. The Bank and any such Third Party Provider(s)/Third Party Website(s) are not responsible or liable for any actions that the Customer takes or does not take based on such data or information or service or product provided by the Third Party Provider(s)/Third Party Website(s) and the Customer will use such data, information, service or product solely for the purposes set forth in these Terms and Conditions; such data or information is proprietary to the Bank and/or any such Third Party Provider(s)/Third Party Website(s) and the Customer will not retransmit or disclose such data or information to third parties except as required by applicable laws, rules and regulations; and the Customer will use such data or information solely in compliance with applicable laws, rules and regulations.
- (c) The Bank will under no circumstances be liable for any loss or damage, whether direct or indirect, incidental or subsequent, arising from the use, presence of, suspension, disruption and/or other non-availability of the Third Party Website(s), the contents, products or services provided by the Third Party Provider(s), or for any related errors, omissions, other disruptions or irregularities.
- (d) The Bank may provide links to websites which are provided by its group companies on the Website or the Mobile App. The terms and conditions of each of those websites may be different from those of the Bank and the Customer shall read and understand those terms and conditions carefully before entering, accessing or using those websites.
- (e) The Content(s) provided by the Bank and/or Third Party Provider(s) are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Third Party Provider shall be considered an investment adviser to the Customer.

17. Intellectual Property Rights

- (a) The Customer acknowledges that all Content(s) on the Website, the Mobile App and all related software(s) are proprietary to the Bank and/or Third Party Provider(s) and are subject to IP Rights. Unless otherwise expressly stated or approved in writing by the Bank or such Third Party Provider(s) (as the case may be), nothing on the Website, the Mobile App or Third Party Website(s) shall be implied as granting the Customer any right or licence to use any IP Rights related to or shown on the Website, the Mobile App or Third Party Website(s).
- (b) The Customer shall not and shall not attempt to participate or permit any other person to do the following without the Bank's prior written consent and/or being expressly authorized by law and shall notify the Bank immediately if the Customer knows or suspects that any person is doing or attempting to do so:
 - (i) sell, distribute, reproduce, vary, display, publicly perform, prepare works based on reproducing or otherwise use any of the Content(s) in any way for any public, business or commercial use;
 - (ii) use any Content(s) on any other website or in a networked computer

environment for any purpose;

- (iii) break into, access or use or attempt to break into, access or use any part of the Online Banking Services, the Website, the Mobile App, the Third Party Website(s), the Content(s) and/or any data areas on the Bank's server(s) or those of any Third Party Provider(s) for any purposes unauthorized by the Bank or such Third Party Provider(s);
- (iv) infringe the IP Rights of any person or any party in using the Website, the Mobile App or any Content(s);
- (v) violate any applicable law of any applicable jurisdiction in the use of the Online Banking Services, the Website and/or the Mobile App; and/or
- (vi) collect or store personal data of or about other users of the Website, the Mobile App or Third Party Website(s).

18. Amendments

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Website or by such other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Online Banking Services on or after the effective date of the revision or addition.

19. Communication

- (a) The Bank shall be entitled to prescribe from time to time the form and mode of communication for the purposes of the Online Banking Services.
- (b) Communications delivered personally, sent by post, facsimile transmission or e-mail shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at such address last notified by the Customer to the Bank, (where sent by post) 48 hours after posting if the address is in Hong Kong and seven days after posting if the address is outside Hong Kong, or (where sent by facsimile transmission or e-mail) immediately after transmission to the facsimile number or e-mail address last notified by the Customer to the Bank.
- (c) Communications sent by the Customer to the Bank shall be deemed to have been delivered to the Bank on the day of actual receipt by the Bank.

20. Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining provisions shall not be affected in any way.

21. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers and remedies. The rights, powers and remedies of the Bank under these Terms and Conditions are cumulative and not exclusive of the rights, powers and remedies provided by law.

22. No Third Party Rights

No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions. Application of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) is hereby expressly excluded.

23. Governing Version

In the event of any conflict or discrepancy between the English version and Chinese version of these Terms and Conditions, the English version shall prevail.

24. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Hong Kong and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.



CCB (ASIA) CREDIT CARD FEE SCHEDULE

(Effective Date : November 13, 2020)

FINANCE CHARGES											
Annualized Percentage Rate (APR) for Retail Purchase	36.07%* (monthly rate at 2.6%) when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance (shown in the previous statement of account) from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full. Except Construction Industry UnionPay Dual Currency Credit Card. (The APR for Retail Purchase for Construction Industry UnionPay Dual Currency Credit Card is 19.56%* (monthly rate at 1.5%))										
APR for Cash Advance	37.98%* (monthly rate at 2.6%) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full. Except Construction Industry UnionPay Dual Currency Credit Card. (The APR for Cash Advance for Construction Industry UnionPay Dual Currency Credit Card is 19.56%* (monthly rate at 1.5%))										
Interest Free Period	Up to 55 days										
Minimum Payment	All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus 1% of outstanding principal, plus (if any) any overlimit amount and past due amount. (the minimum amount of Minimum Payment is HKD200/RMB200*)										
FEES											
Credit Card Paper Statement Fee	HKD10 per customer per quarter										
Annual Membership Fee (per card)	<table border="0"> <tr> <td>Principal</td> <td>Supplementary</td> </tr> <tr> <td>Waived</td> <td>Waived</td> </tr> <tr> <td>Waived</td> <td>Waived</td> </tr> <tr> <td>HKD1,800</td> <td>HKD900</td> </tr> <tr> <td>HKD3,800</td> <td>HKD1,900</td> </tr> </table> <p>The Annual Membership Fee waiver to cardmembers and the relevant terms and conditions (if any) continues to apply.</p>	Principal	Supplementary	Waived	Waived	Waived	Waived	HKD1,800	HKD900	HKD3,800	HKD1,900
Principal	Supplementary										
Waived	Waived										
Waived	Waived										
HKD1,800	HKD900										
HKD3,800	HKD1,900										
Cash Advance Fee	3.5% of the cash advance amount per transaction (minimum HKD100/RMB100*) Except Construction Industry UnionPay Dual Currency Credit Card. (The Cash Advance Fee is waived for Construction Industry UnionPay Dual Currency Credit Card.)										
Fees Relating to Foreign Currency Transactions (Only applicable to VISA or Mastercard Credit Card, exclude CCB (Asia) Virtual Credit Card)	1.95% of every transaction effected in a currency other than Hong Kong dollar. Including the following: (i) Overseas Transactions Fee – 0.95% of every transaction effected in a currency other than Hong Kong Dollars; And (ii) Foreign Currency Conversion Fee – 1% reimbursement charge imposed by VISA and Mastercard on the issuer of the Card.										
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into										

FEES	
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. Only applicable to VISA or Mastercard credit Card: Cross-border Transactions in Hong Kong Currency Handling Fee - 1% of every transaction (reimbursement charge imposed by VISA and Mastercard on Issuer of the Card), if (i) such transaction is made outside Hong Kong or with any merchant not registered in Hong Kong; and (ii) the transaction amount of which has been simultaneously converted into Hong Kong currency by the merchant.
Late Payment Fee	5% of Minimum Payment due, subject to the minimum charge and the maximum charge listed below: Minimum Charge HKD200/RMB200* or equivalent to the Minimum Payment amount (whichever is lower) Maximum Charge HKD250/RMB250*
Overlimit Fee	HKD180 per statement of account
Card Replacement Fee	HKD100 per replacement card
Sales Draft Retrieval Fee	HKD40 per sales draft copy
Statement Retrieval Fee	A copy of the most recent statement of account is free of charge, otherwise, HKD40 per copy (Customers enrolled for e-statement will enjoy fee waiver)
Foreign Currency Check Processing Fee	HKD100 per check
Credit Balance Refund Handling Fee	HKD100 per withdrawal
Credit Card Repayment Service Fee at Designated Payment Affiliates	HKD20 per payment transaction (including each cash payment and each check payment, the Designated Payment Affiliates include branches of China Construction Bank (Asia))
Other Fees and Charges	Fees and charges as specified by China Construction Bank (Asia) Corporation Limited from time to time (including, without limitation, (1) fees and charges relating to the processing of cash payments that may be imposed by China Construction Bank (Asia) Corporation Limited at its option and/or imposed by other banks as the case may be; (2) fees and charges specified by China Construction Bank (Asia) Corporation Limited in any application forms, product feature leaflet or relevant marketing or promotional materials in relation to the Card; and (3) any handling/service fee as specified by relevant credit card associations and/or merchants)
Credit Reference Letter Handling Fee	HKD200 per letter

* The above annualized percentage rates are calculated according to the standard of Hong Kong Association of Banks and are rounded up/down to the nearest two decimal places. With respect to cash advances, the annualized percentage rate is arrived at by reference to the amount of the cash advance as well as to any related cash advance fees.

Billing amount in RMB is applicable to CCB (Asia) UnionPay Dual Currency Credit Card RMB account only.

China Construction Bank (Asia) Corporation Limited ("CCB (Asia)") reserves the right at its sole discretion and from time to time to amend the above fees and charges. Any such amendment will be notified Cardmembers and will be effective in accordance with terms and conditions of the CCB (Asia) Credit Card Cardmember Agreement.

In case of discrepancies between the English and Chinese versions of this notice, the English version shall apply and prevail.



中国建设银行(亞洲)
China Construction Bank (Asia)