中国工商银行（加拿大）
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

Credit Card
Cardholder's Agreement

中国工商银行（加拿大）
Industrial and Commercial Bank of China (Canada)

(ICBK-CCF005-1) V5.2022.05

This Agreement is being provided by the Industrial and Commercial Bank of China (Canada) (**the Bank**, also referred to as **we**, **us**, or **our**) in connection with a Credit Card including any renewal or replacement cards (the **Card**) that we may issue.

When a **Cardholder** or a **Person** authorized by the Cardholder signs, activates or uses the Card or the Card Account (as defined below), it means that the Cardholder has received and read this agreement and the accompanying **Disclosure Statement**, which together constitute an agreement between the Bank and the Cardholder (the **Agreement**). We may send you amendments or replacements of this Agreement from time to time. This Agreement replaces any previous Cardholder Agreement provided to you for the Account.

DEFINITIONS

• **You or your** means or refers to the Primary Cardholder and, when the context so requires, each Authorized User.

• **Account** means a credit card account.

• **Account Holder** means a Person in whose name the Card Account is opened and maintained

• **ATM** hereafter means an automated teller machine that accepts the Card.

• **Authorized User** means a Person to whom a Card has been issued at the authorization of the Primary Cardholder.

• **Balance** means, with respect to the CAD Account or the CNY Account, as the case may be, and at a particular time, the total amount of all Transactions, fees (including those set out in the Disclosure Statement), interest and other amounts outstanding on the particular Account, less any payments or other credits which have been posted to the particular Account.

• **CAD** means the legal currency for the time being of Canada;

• **CNY** means the legal currency for the time being of the People's Republic of China.

• **Card** means the China UnionPay credit card the Bank issues to you for use on the Card Account. It includes replaced or renewed Cards.

• **Card Account** means the account maintained for the Cards issued to the Primary Cardholder and to any Authorized Users for which there is the CAD Account for Transactions in CAD, or a CNY Account for Transactions in CNY.

• **Cash Advance** includes cash withdrawals obtained at our branches and at other financial institutions, or cash withdrawals, balance transfers obtained at an ATM, and Cash-like Transactions.

• **Cash-like Transactions** mean Transactions involving the purchase of items directly convertible into cash and are similar to cash. Cash-like Transactions include: wire transfers, money orders, travelers' cheques and gaming transactions such as buying lottery tickets, casino gaming chips, and betting.

• **Cardholder** means the Primary Cardholder and the Authorized User.

• **Hotline** means the Bank's 24-hour customer service telephone number, or such other number as may be notified to the Cardholders from time to time.

• **Chinese mainland** means the People's Republic of China excluding Hong Kong and Macau.

• **Minimum Payment** means the minimum amount we require you to pay on each Payment Due Date shown on your Statement which is calculated separately for each Account as described below in Section 4.6 ("Payments").

• **New Balance** means the Balance at the end of a Statement Period, and shown as the "New Balance" on your Statement for the CAD Account or the CNY Account.

• **Payment Due Date** means the date on which the New Balance is due as shown on your Statement.

• **Person** means any individual, firm, company or other legal or natural person whatsoever.

• **PIN** means a personal identification number used in conjunction with a Card.

• **Primary Cardholder** means the Person named as the Primary Cardholder in the card application form and/or the appropriate card carrier.

• **Purchase** means any Transaction other than a Cash Advance.

• **Secured Card** means a Card issued by us that requires you to pay us a security deposit before you can use it. Your credit limit is normally set as a percentage of your deposit (usually 90 percent or less). For example, if you pay a security deposit of CAD$500, you would normally get a credit limit of CAD$450 or less.

• **Statement** means a monthly statement of account sent by the Bank to the Account Holder, setting out the amount then due to the Bank in respect of the CAD Account or CNY Account.

• **Terminal** means any electronic device permitting Transactions on the Card Account by the combined use of a Card and a PIN.

• **Transaction** means, any use of the Card or the Card Account, including Purchases, payments and Cash Advances.

TERMS AND CONDITIONS

This document details the respective rights and obligations, for you and the Bank, and offers guidance on the proper and safe use of the Card and electronic banking services.

Before you use the Card, please read the terms of this Agreement carefully and retain it for your future reference. By activating, signing and/or using the Card(s), you are deemed to have read, understood and accepted each and every term and condition set out below and will be bound by them.

The Cardholder hereby agrees with the Bank that the operation of each Card Account which the Cardholder now or hereafter has with the Bank at any branch or office of the Bank shall be subject to the followings:

1. Agreeing to This Agreement of Use

Once your Card is approved, we will notify you when and where you may pick up the Card. However, if we send the Card to you through mail at your request, you are deemed to have received it. We are not liable to you for any loss or damage suffered because the Card is posted to you or you do not in fact receive it.

Once the Card is activated, you are deemed to have agreed to this Agreement. This Agreement then applies to all Transactions on the Card Account.

2. About the Card Account

2.1. Your information

You must inform us promptly of any change to your personal circumstances or information (including your contact number(s) or your residential or postal address) or if you intend to leave or will be absent from Canada for more than one (1) month or if a linked account is closed.

2.2. Cards

Each card is for the sole use of the Person named on it and is valid only from its issue date to the expiry date shown on it. Each card remains our property. We may issue replacement cards at any time. All cards are subject to the terms and conditions under this Agreement.

2.3. Authorized Users

2.3.1 Issuing Authorized User Cards

You, the Primary Cardholder, may nominate Person(s) to be issued Authorized User Card(s) linked to your Card Account. We will issue Authorized User Card(s) linked to your Card Account upon approval. We may limit the number of Cards issued on one Account. An Authorized User's Card number

may differ from the Primary Cardholder's Card number but are all part of the same Card Account.

2.3.2 Obligations of the Primary Cardholder and Authorized Users

You, the Primary Cardholder, shall ensure that your Authorized Users have read and understood this Agreement. If any of your Authorized Users does not comply with them, you will be in default.

If any Authorized User operates the Card Account, the Primary Cardholder agrees that the Authorized User may use the Card Account and have access to the Card Account information without need for the Primary Cardholder's or any other Authorized User's consent. You consent to us giving information about the Card Account to any of your Authorized Users.

You, the Primary Cardholder, are liable for any credit provided to any of your Authorized Users. The Card Account is debited with all Transactions made by any of your Authorized Users. Accordingly, you are responsible for all these Transactions as if you had made them yourself. If the Primary Cardholder wishes to seek reimbursement from any Authorized User for any portion of the Balance that has been paid or is owing on the Account, it is the Primary Cardholder's responsibility, not the Bank's, to ensure that the appropriate arrangement are in place with the Authorized User.

Despite anything else in this Agreement,
• the Primary Cardholder, are liable to pay us all amounts payable under this Agreement and the Card Account whether incurred by you or any of your Authorized User(s); and
• an Authorized User is liable to pay us amounts payable under this Agreement and the Card Account only to the extent that they arise in connection with the use of that Authorized User's Card.

2.3.3 Cancelling Authorized User Cards

You or the Authorized User must inform us if you or he/she wants to cancel an Authorized User Card or to stop an Authorized User Card from being used. We are not obliged to cancel the Authorized User Card until it is returned to us.

You, the Primary Cardholder, remain responsible for all Transactions made with an Authorized User Card until it is returned to us.

We reserve the right to refuse to issue and/or cancel an Authorized User Card.

2.4 Security of Cards and PINs

You shall at all times ensure that Cards and any record of PINs are not misused, disclosed, lost or stolen.

You must:
• Sign your Card as soon as you receive it;
• Not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card;
• Not select a PIN or Password that can be easily discovered, such as a number the same or similar to an obvious number combination including numerical sequences such as "123456", your date of birth, bank account numbers or telephone numbers;
• Not permit any other Person to use your Card;
• Not disclose your PIN or make it available to any other person (including a family member or one of our staff);
• Use care to prevent anyone else from seeing your PIN being entered in a Terminal; or
• Observe such security tips as we may notify from time to time.

2.5. Credit Limit

You will have a Combined Credit Limit for the CAD Account and the CNY Account, or a Credit Limit for CAD Account only. Any reference to the Credit Limit in this Agreement means the applicable Credit Limit. Be equivalent to the Credit Limit, each Credit Limit for the CAD Account or CNY Account will be set out in the Disclosure Statement. The Credit Limit is the maximum amount of credit, fees and accrued interest that are outstanding at any time.

The amount of credit that is available to you at any time (your **Available Credit**) will be determined for the CAD Account or CNY Account, and in each case will be the positive difference between the particular Credit Limit and the Balance on the particular Account.

You must ensure that the Balance on CAD Account or CNY Account does not exceed the Credit Limit. We may choose, from time to time and without notice to you, to allow the Balance on an Account to exceed the Credit Limit, but we are not required to do so even if we have done so before. If we allow you to exceed the Credit Limit, the Primary Cardholder is responsible for and must pay the amount that exceeds the Credit Limit when the Statement is received and you may be charged an Over-limit fee in the amount shown in the Disclosure Statement on the day the Balance exceeds the Credit Limit.

You should inform each Authorized User about the Credit Limit.

We may at any time reduce the Credit Limit or stop providing further credit as we choose, without prior notice to you. We will not increase the Credit Limit without obtaining the express consent of the Primary Cardholder prior to doing so.

2.6 Types of Cards and Income Requirements

Our Bank offers three different types of CUP Cards: 1) CUP Classic Card, 2) CUP Gold Card, and 3) CUP Platinum Card. Each different type of CUP Card has income requirements for eligibility, namely:
• To be eligible for the CUP Classic Card, you must have an annual pre-tax income of CAD 15,000.
• To be eligible for the CUP Gold Card, you must have an annual pre-tax income of CAD 60,000.
• To be eligible for the CUP Platinum Card, you must have an annual pre-tax income of CAD 200,000.

3. Lost or Stolen Cards, Unauthorized Use

You must notify us by telephone or in writing immediately if you learn of the loss, theft or misuse of your Card, or if you suspect that your PIN is known to someone else or you suspect any unauthorized use of your Card Account. The Bank's Customer Service Hotline is 1 877-779-5588.

You must take reasonable care to safeguard your Card and your PIN against loss, theft or misuse. You must not allow any person other than a Cardholder to use the Card or the Account. If this happens, you will be liable for all resulting Transactions and any interest, fees and losses incurred (even if the other person was a minor or did not comply with any limitations you placed on their use of the Card or Account).

If someone uses your Card without your authorization, provided that you and your Authorized Cardholder are compliant with this agreement, and you or your Authorized Cardholder:
• did not contribute to, were not involved in or did not benefit from the lost, stolen or misuse of the Card;
• took reasonable care to safeguard the Card and PIN; and
• notified us by telephone or in writing immediately after you learned of the loss, theft or misuse of your Card, or after you suspected that someone else knows your PIN;
you will not be liable for any unauthorized use after we received your notice. If you don't meet these criteria, you will be liable for all charges incurred in connection with the unauthorized use.

You will be required to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include giving us a declaration, affidavit and/or filing a report with law enforcement authorities.

If a Card which has been reported lost or stolen is later found, you must immediately return the Card to us cut in half without using it. Or, if you notify us that you want to use the recovered Card, as long as the Card hasn't been replaced, you may bring the Card and your identification card to the Bank, we may cancel the report of the loss if you claim that you are liable for any risk of doing so.

We may issue a replacement Card upon this Agreement as we may deem fit. We reserve the right to block use of the Card and prevent use of the Card Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account, including Transactions relating to Internet gambling.

4. Using the Card

You may use your Card in accordance with the terms of this Agreement for those purposes that we agree to, including: to pay for Purchases, to obtain Cash Advance and access the Cardholder's other accounts at the Bank.

You may not use the Card after its expiry date shown on your Card. However, if any amounts are charged to the Card Account after the expiry date, the Primary Cardholder is responsible for those amounts and must pay us those amounts.

You agree not to use the Card or the Card Account for anything illegal or fraudulent.

4.1 Using the Card to Obtain Goods and Services

• You can use your Card at a general merchant's place of business. You can normally use the Card to obtain goods and services at merchants in Canada and overseas where a "UnionPay" logo is displayed. However, we are not responsible if a merchant refuses to accept the Card or places other limitations on using the Card.
• You can use your Card through mail order, telephone, Internet and other types of remote access.

If we allow you to use your Card by the above means, you must do so strictly in accordance with this Agreement applicable to that method.

Card Transactions generally need authorization from us. We have sole discretion to reject any proposed Transaction. In instances where our authorization was not obtained or need not be obtained by the merchant, you must still observe your Credit Limit.

You must inform merchants who have accepted periodic payments for goods and services via the Card under an agreed standing arrangement in the event of closure of the Card Account or change of your Card Account particulars.

You agree that the amount shown on each sales voucher is sufficient evidence of the cash price of the goods or services to which the voucher relates.

We are not responsible or liable for, and make no representations or warranties of any kind on, the goods or services obtained by using the Card or as a result of benefits or privileges attached to the Card Account (even if we promote the goods or services). Therefore, if you have any complaint or issue about such goods or services, you must take them up with the merchant directly.

You are liable for Transactions on the Card Account whether or not the goods or services are delivered or have any defect.

You may not claim a set-off against us in connection with any complaint or issue you have with the merchant. Refunds to the Card Account will be credited only after we receive a properly issued credit voucher.

You must check that the correct amount is entered in a Terminal or written in the "total" box on a voucher before you authorize the Transaction or sign the voucher.

You shall not use the Card for any Transaction which is illegal or prohibited by the laws of the country in which such Transaction takes place or the laws of your country of residence.

4.2 Using the Card to Obtain Cash Advance
You can use the Card in combination with your PIN to obtain Cash Advances from any ATM where a "UnionPay" logo is displayed, subject to limits set by us. We may impose a limit on the amount you can obtain at ATM on any one Transaction or day.

Cash Advances are debited to the Card Account, and are subject to fees levied by us from time to time

4.3 How We Process Transactions if You Use the Card Outside Canada

In Chinese mainland, Transactions in the currency CNY shall be posted to the CNY Account is applicable.

For Card Transactions denominated in a foreign currency other than CAD or CNY, we shall be entitled to convert the currency of the Card Transaction into the CAD Account, if applicable. All conversions shall be based on the wholesale foreign exchange rate on the day we receive the Transaction, also known as the Transaction posting date. We may agree with such card scheme association to settle with them in the CAD Account at a time and rate set by us. All Transactions are listed in your monthly Statements in the currency of the Transaction and the currency of the Account.

4.4 Statements
We will send the Primary Cardholder a monthly Statement (not always on the same day of each month) if the Card Account is active and there has been any activity on the Card Account during the last month.

The Primary Cardholder should check the Transactions on the Statements carefully and promptly report any error or unauthorized Transaction to us before the Payment Due Date. We will investigate reported errors if we receive written notice from you. If we do not receive written notice from you within sixty (60) days of the Transaction's posting date, you lose any right to raise objections.

Statements and other communications will be sent by ordinary mail to the address appearing in our records for the Primary Cardholder. With the Primary Cardholder's consent, and if we agree to do so, we may also send Statements and other communications by another method, including electronically. We may also send copies of the Statements and other communications to an Authorized User, if requested and if we agree to do so, or are required to do so by law. The Primary Cardholder and each Authorized User acknowledges that the Statement, any information on the Statement and other communications may be shared with any Cardholder without notice to other Cardholders. Communication to the Primary Cardholder will be sufficient communication to all Cardholders. Communication sent by mail will be considered to have been received by the Cardholder five (5) business days after we mail the Statement(s) and/or other communications or at the time of sending the Statement(s) and/or other communications the case of an electronic method or when received in the case of a Statement or other communication has been delivered by hand. The Primary Cardholder must notify us immediately of any address change or other information to keep our records current. We are not responsible for the failure of the Primary Cardholder or any Authorized User to receive a Statement or other communication if we send it to the address, or other contact information we have for the Card Account, appearing in our records. For our mutual protection, we may record all telephone calls that relate to the Card Account.

4.5 Interest and Grace Period
Interest accrues daily on each Transaction from the posting date of the Transaction, but no interest is charged on Purchases and fees that appear on your Statement for the first time if you pay the New Balance on the CAD Account or the CNY Account by the Payment Due Date shown on your Statement. The period from the date of the Statement to the Payment Due Date shown on that Statement is the grace period, which will be 25 days. If the grace period ends on a Saturday, Sunday or Statutory holiday, it will be automatically extended to the next business day.

There is no interest-free grace period for Cash Advances.

The interest rate that you pay on Purchases and fees will increase by particular rate per annum if you do not pay the Minimum Payment on the CAD Account or the CNY Account by the Payment Due Date shown on your Statement, and that increased rate will continue in effect until you next pay the Minimum Payment on the CAD Account or the CNY Account by the Payment Due Date on the particular Statement.

4.6 Payments
You, the Primary Cardholder, are responsible to ensure that all amounts shown on the Statement are received by us by each Payment Due Date. The payment you must pay us for all:

• Amounts shown on sales vouchers for goods and services obtained from a merchant either directly, by mail, by telephone order, via the Internet or by other types of remote access;
• Cash Advances;
• Interest charges;
• Government taxes, duties and charges, if any, payable by us in connection with the Card Account; and
• Fees and charges payable under this Agreement.
You must pay at least the Minimum Payment shown on your Statement by the Payment Due Date.

The Minimum Payment for a CAD Account is the greater of:
(i) New Balance in full, if the New Balance on your Statement is less than $10;
(ii) $10, if the New Balance on your Statement is less than $200 and equal or more than $10; or
(iii) 5% of the New Balance on your Statement, plus any previously unpaid Minimum Payments, if the New Balance on your Statement is equal or more than $200.

The Minimum Payment of CNY Card Account is the greater of (or at such other rate as we may specify from time to time)
(i) New Balance in full, if the New Balance on your Statement is less than ¥100;
(ii) ¥100, if the New Balance on your Statement is less than ¥2000 and equal or more than ¥100; or
(iii) 5% of the New Balance on your Statement, plus any previously unpaid Minimum Payments, if the New Balance on your Statement is equal or more than ¥2000.

If you have a credit Balance in an Account, that Balance may not be used by you to make a payment on another account. Each account must therefore be paid separately.

If you have bank account(s) with us, you can pay at any of our branches by cash, pay through our online banking or set up monthly auto-repayment.

If you do not have bank account(s) with us, you can pay through other financial institution's online banking for CAD balance.

You must make payments using the type of currency for which the Account is authorized. If you do not have the required type of currency that you must use to make payments, you can authorize us to convert another currency into the required currency. Foreign exchange by telephone banking is required for CNY balance.

Any required conversions shall be based on the wholesale foreign exchange rate determined by the Bank on the conversion date. For example, if you are required to make payments using CNY but you only have CAD, we can convert your CAD into CNY if you authorize us to do so, and then pay in the CNY Account.

You must make all payments in full without set-off or counter claim and without any deductions.

4.7 What Happens to Payments We Receive?
Payments to the particular Account are applied in the following rule:

(i) If your payments are equal to the due payment, the reimbursement order is the sequence of posting dates.

(ii) If your payments are less than the due payment, the payment we receive is first applied to the highest interest rate item(s), and continuing to the lowest item(s). Your payments are applied only to the current term balance, and not applied to Transactions which have yet to appear on the monthly Statement.

(iii) If we have received payments in excess of your due payment, we will allocate your payments to the current term balance first using the process described in the section (i). The excess will be applied to Transactions which have yet to appear on the monthly Statement using the following processes:
• Reimbursement order is the sequence of posting dates if all item(s) are with the same interest rate.
• Reimbursement is first applied to highest interest rate item(s) and continuing to the lowest item(s) if item(s) have different interest rates.
• The payment will be identified as "customer deposit" if the excess is more than the sum of current term balance and Transaction balances which have yet to appear on the current monthly Statement. "Customer deposit" can be applied to new Cash-like Transaction and new Purchases. No overdraft interest is charged if transaction amount of new Cash-like Transaction (such as cash withdrawal) is not more than the "customer deposit" amount.

We do not pay interest on any credit balance in the Card Account. A credit Balance in an Account will increase the Cardholder's available credit limit for that Account.

4.8 Fees and Charges
All fees and charges are payable before and after judgment. They are posted to the Card Account on each Transaction occurred date and will be added to the outstanding balance.

We decide the amount and method of calculating fees. You can view the terms and conditions of these at any of our branches or on our website, or on the Disclosure Statement we mail to you. If the fees under this Agreement are amended, we will, in writing and 30 days or more before the amendment takes effect, disclosure to the Cardholder the changes.

All fees are non-refundable.

4.9 Cash Back Rewards

The Bank issues a credit card from China UnionPay (the "CUP Card"). This CUP Card issued by the Bank has cash back privileges ("Cash Back Rewards").

4.9.1 Eligibility

Cash back privileges are only available for "eligible purchases" which include purchases (less any refunds, returns or other similar credits) but do not include bill payments, cash advances, fund transfers, pre-authorized transactions, cash withdrawals, balance transfers, interest charges or fees, credits for returns, adjustments will reduce or cancel the cash back earned and so forth. Cash Back Rewards are earned on "Net Purchases" only.

The Card Account must be open and in good standing at the time the cash back is awarded. In the event that the Cardholder has a bank account with the Bank, the positive balance resulting from cash back will be transferred to the Cardholder's bank account upon the Cardholder request, provided that the bank account is not a joint account.

The Bank's offer of Cash Back Rewards for CUP Cards begins on September 1st, 2021. Existing Cardholders can earn Cash Back Rewards from September 1st, 2021 onwards. Cardholders cannot earn Cash Back Rewards for any purchase that occurred before September 1st, 2021

4.9.2 Type of Currency
Cash Back Rewards are in CAD. If you make purchases in a foreign currency (e.g., CNY), the cash reward will be automatically calculated in CAD by using real time exchange rate at the time of the transaction. For the purpose of calculating the Cash Back Rewards, Net Purchase amounts are rounded (up or down) to the nearest cent. The cash back is accumulated each month and awarded at the next year as a credit on the January statement or, in limited circumstances, at such other time as may be permitted by the Bank.

4.9.3 Cash Back Rates and Maximum Rebates
As stated above in Section 2.6, there are three different types of CUP Cards: 1) CUP Classic Card, 2) CUP Gold Card, and 3) CUP Platinum Card. Cash back rates and maximum rebates are different according to the CUP Card types. For the CUP Classic Card, the cash back rate is 1% (for every CAD 100.00 in Net Purchases charged to an Account, the Personal Applicant earns back CAD 1.00). For the CUP Gold Card and the CUP Platinum Card, the cash back rate is 2% (for every CAD 100.00 in Net Purchases charged to an Account, the Personal Applicant earns back CAD 2.00).

The maximum annual rebate is CAD 300 for the CUP Classic Card (on a maximum of CAD 30,000 in Eligible Purchases per Annual Period). The maximum annual rebate is CAD 500 for CUP Gold Card (on a maximum of CAD 25,000 in Eligible Purchases per Annual Period). The maximum annual rebate is CAD 600 for CUP platinum Card (on a maximum of CAD 30,000 in Eligible Purchases per Annual Period).

4.9.4 Termination of Cash Back Rewards
We may, without notice to you, suspend or terminate your eligibility for Cash Back Rewards, close your Account, cancel and purge your Cash Back Rewards without compensation to you upon: (i) fraud or abuse by you or any Cardholder on the Account, relating to Cash Back Rewards; (ii) misrepresentation of information to us; (iii) failure by you to comply with this Agreement; (iv) your bankruptcy; or (v) failure by you to earn any Cash Back Rewards in any three (3) consecutive years.

4.9.5 Limitation of Liability
In no event will the Bank be liable or responsible for, and you release us from, all claims in respect of any loss or damage suffered in connection with Cash Back Rewards for CUP Cards, by you or others, that is caused:

a) by our failure to calculate Cash Back Rewards, for whatever reason, including as a result of a mistake, error, omission, interruption, deletion of files or email, defect, viruses, delay in operation or transmission, whether resulting or not from an Act of God, or from theft, destruction or unauthorized access to our records, programs or services;
b) by the suspension or termination of your eligibility for Cash Back Rewards, the closure of the Account or the cancellation or invalidation of any or all of the Cash Back Rewards, for any reason; or
c) by the suspension or termination of the Bank's offer of Cash Back Rewards for CUP Cards, for any reason.

4.9.6 Dispute Resolution
All questions or disputes regarding Cash Back Rewards will be resolved by us in our sole discretion.

4.10 Electronic Alerts
You acknowledge that the Bank will send you alerts when your credit limit falls below $100 CAD or other amount that you have indicated. The Bank will send you alerts through email and/or through SMS receiving notification, depending on the contact information that you have provided to us and your preferences for receiving notifications.

When signing up for a Card and Card Account, you must provide your contact information (e.g., email, phone number, etc.) and with which you indicate your preferences for receiving electronic alerts (e.g., through email or SMS).

Should you wish to make changes to your preferences regarding electronic alerts, you have two options:

1) Go to one of our branches in person and complete the Bank's Credit Card eMessenger Application Form. On this form, you may indicate that you wish to change your preferences for receiving electronic alerts.
2) Change your preferences regarding electronic alerts through the Bank's online banking platform.

Preferences that can be changed include the method by which you receive alerts (i.e., email, SMS) and/or the language used on the alert message. You may not change your language preference to a language that is not offered by the Bank.

Should you wish to opt out from receiving electronic alerts, you must do so at one of our Bank's branches and it must be in writing. While at the branch, you must complete the Bank's Credit Card eMessenger Application Form and indicate that you wish to opt from receiving electronic alerts.

5. Our Rights If You Default
If you do not make a payment on the Payment Due Date, or otherwise do not comply with this Agreement, or if we believe that you will be unable to make payment or not be able to comply with this Agreement:
• The entire Balance owing on the Account will, at our option, become due and payable, despite any other provision of this Agreement, together with interest on such Balance at the annual interest rate payable on the Account at that time,
• We may, without notice to you, deduct money from any other account that you have with us, and use it to pay the amount that is owing to us, and
• You must pay all our legal expenses on a solicitor and own client basis (including legal fees charged by our own internal legal counsel) that we incur to collect or attempt to collect what is owing to us.

6. Rewards Program
We may introduce, continue or terminate benefits and privileges in connection with the Card Account at our discretion and without notice.

7. Closing the Card Account
The Primary Cardholder may close the Card Account at any time by informing us. It is the Primary Cardholder's responsibility to inform all the Authorized Users about the closure of the Card Account. When we advise you that the Card Account was closed, you can cut the Cards along the magnetic stripe for your protection.

8. What Happens If You Breach Any of the Terms Under This Agreement?

If you breach any of the terms under this Agreement, we may do any or all of the following without prior notice to you:
• Suspend or terminate the Card Account;
• Cancel any Card; or
• Require the return of any Card and payment of the balance owing on the Card Account, without prejudice to other remedies we may have by contract or in law.

9. Settling Disputes with Merchants
We are not responsible for any problem you have with a merchant or if a merchant does not accept your Card. Even if you have a problem with a merchant, you are still responsible for the total debt. You must settle any problems you have directly with the merchant. If a merchant gives you a refund and we receive a credit note from the merchant, we will credit it to the Account on the day we receive it. A merchant refund is not counted towards the minimum payment required by this Agreement. You agree to indemnify the Bank in respect of all claims arising from any such dispute or by the merchant or any third party.

10. Cancellation of Cards
We may cancel any Card and suspend or terminate the operation of the Card Account at any time without notice for any reason.

You must not use any Card and you can cut the Cards along the magnetic stripe for your protection immediately if:
• We close the Card Account; or
• We cancel the Card; or
• We request you to do so.

11. Pre-Authorized Payments
You are responsible for providing a merchant with whom you have set up a pre-authorized payment plan with correct and up-to-date information. This includes a change in account number or your Card's expiry date. You are also responsible for all charges to the Card until you have cancelled the pre-authorized payment plan with the merchant. We will not be liable for any pre-authorized transactions that cannot be posted to your account, and you are still liable to the merchant for making payment. It is your responsibility to contact a merchant when you want to cancel a pre-authorized transaction. You should check your monthly statements to ensure that cancelled transactions have been discontinued.

On cancellation of the Card or on the termination of this Agreement, you agree to notify the merchant that all future pre-authorized payments on the Card are to be immediately cancelled.

12. Payment on Closure or Cancellation
If a Card or Card Account is canceled or closed for any reason, you must immediately:
•Cut the Cards along the magnetic stripe for your protection;

• Pay the balance owing on the Card Account (including amounts for Transactions not yet processed, accrued interest charges not yet debited, if any, and other charges for the period up to closure or cancellation); and
• Repay any credit provided between the time of closure or cancellation and the time we receive all returned Cards.

13. Closure of a Secured Card
For any cancellation/termination of a Secured Card, the secured moneys shall be released to you only after all your liabilities owing to us under the Secured Card or under any other financial arrangement entered into with you have been settled in full to our satisfaction.

14. Disclosure of Information
To enable us to provide or consider whether to establish the Card Account and provide you with related services, you must supply to the Bank the required information subject to *Privacy Statement*, which together constitute this Agreement.

15. Variations to the Terms Under This Agreement
We may vary the terms under this Agreement at any time in any way we think fit. We will do so by sending the Primary Cardholder a notice, by issuing a notice that can be viewed at any of our branches or on our website, or by another method we think fit. Variations take effect from when they are stated to take effect whether or not you are aware of them.

16. Applicable Law
This Agreement and the Terms and Conditions are governed by the laws of Canada and by the provincial laws. You submit to the non-exclusive jurisdiction of the courts of Canada.

17. Customer Complaint Resolution Procedures
The Bank is committed to providing customers with the best customer service experience. If our service does not meet customer expectations, customers are able to follow the process below:

Step 1:
Speak with a Bank representative at the first point of contact (i.e., a bank teller, personal banking representative or a call centre representative). Many complaints can be resolved at the first point of contact and often this is a customer's quickest and easiest way to resolve their complaint. Where applicable, the Bank representative may engage the Branch Manager or Operations Officer of the customer's home branch. If a customer is unable to resolve their complaint at this stage, their complaint can be referred to the relevant Business Unit Head.

Step 2:
Contact the relevant Business Unit Head. These individuals have the authority to resolve, in a timely manner, the majority of customer complaints that arise. If a customer's complaint is unable to be resolved at this level, they can escalate it further (see below).

Step 3:
If customer's complaint is unable to be resolved through Step 1 and Step 2, a customer can escalate their complaint to the Complaints Officer. Our Complaints Officer independently and thoroughly conducts a full investigation of customer complaints that cannot be resolved in earlier steps of the Bank's Customer Complaint Resolution Procedures. The Complaints Officer is committed to providing an impartial review based on the available evidence in order to help customers and the Bank reach a fair, reasonable and transparent resolution. Any customer complaints submitted to the Complaints Officer for investigation must be in writing. The Complaints Officer's contact information is listed below:

Industrial and Commercial Bank of China (Canada)
Complaints Officer
Bay Adelaide Centre, West Tower
Suite 3710, 333 Bay Street,
Toronto, Ontario M5H 2R2

Email address : complaint@icbk.ca

A customer will receive an acknowledgement of their complaint within 2 business days of it being received. If the complaint is within scope of the Complaints Officer's authority and has been through the first two steps listed above, a full investigation will be undertaken. Most investigations are concluded within 4-6 weeks and customers will be provided with a written resolution/recommendation. Any recommendations made are nonbinding and parties are free to accept or reject them and pursue other options for resolution.

The Complaints Officer does not investigate complaints related to credit decisions, interest rates, service fees and matters that are in litigation. If a client decides to pursue legal action during the investigation, the Complaints Officer may also cease the investigation. The Complaints Officer does not offer legal or regulatory opinion or advice.

Additional Resources – External Agencies:
We at the Bank encourage our customers to bring their concerns to the relevant business units as soon as possible and to follow the Bank's Customer Complaint Resolution Procedures. If customers are not satisfied with the Complaints Officer's review, customers have the option to contact the following external agencies which can provide the customer with information and a further review of the complaint.

Ombudsman for Banking Services and Instruments (OBSI)

Industrial and Commercial Bank of China (Canada) is a member of the independent Ombudsman for Banking Services and Investments (OBSI), an independent external complaints body. If customers choose to contact OBSI, they must ensure that they do so within 180 calendar days from the date they received a response from the Bank's Complaints Officer. Customers can also contact OBSI if it has been more than 90 calendar days since escalating a complaint to Step 2 and the customer has not received a final response. OBSI's contact information is listed below:

Ombudsman for Banking Services and Investments
20 Queen Street West, Suite 2400
P.O.Box 8
Toronto, Ontario M5H 3R3

Telephone : 1-888-451-4519 (toll-free line)
Facsimile : 1-888-422-2865 (toll-free line)
Website : www.obsi.ca
Email address : ombudsman@obsi.ca

Financial Consumer Agency of Canada (FCAC)

The FCAC supervises federally regulated financial institutions (which includes the Bank) to ensure that they comply with federal consumer protection laws and voluntary codes of conduct and public commitments. If a customer has complaint regarding a potential violation of a consumer provision, voluntary code of conduct or public commitment, a customer may contact the FCAC in writing. Please note, the FCAC does not become involved in matters of redress or compensation. For more information on the FCAC, please contact:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, ON K1R 1B9
Telephone : 1-866-461-3222 (English toll-free line)
: 1-866-461-2232 (French toll-free line)

Online Form - Through FCAC website at:
www.canada.ca/en/financial-consumer-agency

Office of the Privacy Commissioner of Canada (OPC)

If a customer has a complaint about the way in which personal information is collected, used or disclosed by the Bank, they may contact the Office of the Privacy Commissioner of Canada (OPC). The OPC oversees compliance with Canada's privacy laws and their contact information is listed below:

Office of the Privacy Commissioner of Canada
30 Victoria Street
Gatineau, QC K1A 1H3

Telephone : 1-800-282-1376 (toll-free line)
: 819-994-5444
Facsimile : 819-994-5424
Website : www.priv.gc.ca

18. Language (Quebec Only)
It is the express wish of the parties that this Agreement and any related documents be drawn up in English. Les parties ont exprimé la volonté expresse que ce Consentement et tous les documents s'y rattachant soient rédigés en anglais.

Terms and conditions of the Agreement are current as of August 2021 and are subject to change.

You may always view the current Agreement by visiting **www.icbk.ca** or you may call **1-877-779-5588** to request a current copy.

中国工商银行（加拿大）
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

PRIVACY STATEMENT

Industrial and Commercial Bank of China (Canada) ("we", "us", “our” or "the Bank") is committed to respecting your privacy and the confidentiality of your personal information. We have prepared this Privacy Statement to inform you of our policy and practices concerning the collection, use and disclosure of personal information.

From time to time, we may make changes to this Privacy Statement. The Privacy Statement is current as of the “last revised” date which appears at the top of this page. We will treat personal information (as defined below) in a manner consistent with the Privacy Statement under which it was collected, unless we have your consent to treat it differently. This Privacy Statement applies to any information we collect or receive about you, from any source.

What Personal Information Will The Bank Collect?

"Personal information" means any information, recorded in any form, about an identified individual or an individual whose identity may be reasonably inferred or determined from such information. The Bank, in the course of its activities, will collect your personal information, which may include your:

(1) Identification information, such as name, home address, telephone, personal email address, date of birth, social insurance number (SIN), and marital status;
(2) Employment information, such as salary, job title;
(3) Financial information, such as assets held;
(4) If you choose to use the Bank’s QR Code application, information required to enable you to use our Bank’s QR Code application, such as card number, transaction amount, transaction date, time and location; and
(5) Other information necessary for the Bank’s purposes, which will be collected with your consent in the course of your relationship with the Bank, or as otherwise permitted or required by law.

The personal information we ask for will depend upon which product or service you may obtain.

Our Purposes For Collecting, Using and Disclosing Your Personal Information

If you seek to or have acquired a product or service from us, the Bank will collect, use and may disclose your personal information for the purposes of:

(6) Understanding your needs and determining the suitability of particular financial products or services for you, including creating and maintaining the credit scoring models about you;
(7) Determining your eligibility for financial products and services, including identifying you, assessing your applications and conducting initial and periodic credit checks on you;
(3) Providing you with the relevant financial product, service or information, including information about promotions or other opportunities in which clients or others may be interested;
(4) Where circumstances require, collecting amounts outstanding from your and those providing security for you;
(5) Protecting against fraud;
(6) Meeting our legal and regulatory requirements, including reporting requirements or
(7) Such other purposes for which you provide your consent, from time to time.

The personal information we ask for will depend upon which product or service you may obtain. The Bank does not sell, trade, barter, exchange or disclose for consideration any personal information it has obtained. Unless permitted or required by law, no personal information is collected, used or disclosed by the Bank, without first obtaining the consent of the individual to the collection, use and disclosure of that information.

Personal information will be collected, to the extent possible, directly from the individual concerned. The Bank may collect from, use and disclose to external sources, including references you have provided, credit bureaus, personal information agents, law enforcement representatives, private investigators, and other groups or companies where collection is necessary for the purposes described above. For example, we need to know your credit worthiness for credit products and we may contact other lenders or credit bureaus to obtain information on your credit history. We may also contact employers or other personal references to verify the information you have given us. We will not do this without your consent.

Except with parental or guardian consent, the Bank does not knowingly collect personal information from anyone under age of 13 and will delete any such information if we discover that it has been provided by a person under that age without the consent of a parent or guardian.

Your Consent

We obtain your consent by fair and lawful means. We generally obtain your consent prior to collecting, and in any case, prior to using or disclosing your personal information for any purpose, except where consent is not required by applicable law. You may provide your consent to us either orally, electronically or in writing. The form of consent that we seek, including whether it is express or implied, will largely depend on the sensitivity of the personal information and the reasonable expectations you might have in the circumstances.

In most cases, you are free to refuse or withdraw your consent at any time. The withdrawal of consent for the Bank's use of personal information for the purpose of providing information about other services will not affect the Bank's ability to provide financial products or services to you. You may do so by contacting the branch where your account is held. Unfortunately, some services can only be offered if you provide certain personal information to the Bank and, if you choose to refuse or withdraw consent for the Bank to use that information, we may not be able to offer you those services. To withdraw your consent, if applicable, contact the Privacy Officer using the contact information provided below.

The Circumstances Where The Bank May Disclose Your Personal Information

The Bank may disclose your personal information to organizations:

(1) Involved in providing, managing or administering financial products or services to you such as loyalty and affinity program partners, mortgage insurers and our advisers;
(2) Who are your appointed attorneys or agents;
(3) Involved in
  (a) a corporate re-organization of the Bank;
  (b) a transfer of all or part of the assets or business of the Bank;
  (c) the payments system including financial institutions, merchants and payment organizations;
(4) Which are your representatives including your legal advisers;
(5) Such other purposes for which you provide your consent, from time to time; or
(6) Such other purposes as are permitted or required by law.

We generally identify to whom, and for what purposes, we disclose your personal information, at the time we collect such information from you and obtain your consent to such disclosure.

We may also transfer your personal information to our third party service providers where such third parties are assisting us with permitted purposes, and who are contractually obligated to keep personal information confidential, use it only for the purposes for which we disclose it to them, and to process the personal information with the same standards set out in this policy. Whenever we engage a service provider, we require that its privacy and security standards adhere to this policy and Canadian privacy legislation.

Where obliged or permitted to disclose information without consent, the Bank will not disclose more information than is required.

Some of these uses and disclosures of personal information may occur in a variety of international jurisdictions. For example storage and processing of personal information may take place outside of Canada. As a result, the governments, courts, or law enforcement or regulatory agencies in those countries may be able to obtain disclosure of your information through local applicable laws.

The Accuracy And Retention Of Personal Information

We take reasonable steps to ensure that your personal information is kept as accurate, complete and up-to-date as possible. We will not routinely update your personal information, unless such a process is necessary. We expect you, from time to time, to supply us with written updates to your personal information, when required.

We keep your personal information only as long as it is required for to fulfill the purposes which it was collected. The length of time we retain information varies, depending on the product or service and the nature of the information. This period may extend beyond the end of your relationship with us but it will be only for so long as it is necessary for us to have sufficient information to respond to any legal issues that may arise at a later date. When your personal information is no longer required for the Bank's purposes, we have procedures to securely destroy, delete, erase or convert it into an anonymous form. We reserve the right to use such anonymous and de-identified data for any legitimate business purpose without further notice to you or your consent.

Currently, the principal places in which the Bank holds personal information are in the cities in which it operates or nearby municipalities where off-site storage facilities are located.

Protecting Your Personal Information

The Bank endeavours to maintain appropriate physical, procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, or unauthorized access, disclosure, or modification of personal information.

The Bank further protects personal information by restricting access to it to those employees, contractors and agents that the management of the Bank has determined need to know that information in order that we may provide our products, services or information.

The Bank shall ensure that any contractors and agents, which perform services on behalf of the Bank or that who may receive personal information in the course of assisting the Bank as part of our delivery of services to our clients, agree to use and disclose such personal information solely for the purposes indicated by the Bank and, with respect to that information, to act in a manner consistent with the relevant principles articulated in this Policy Statement.

If any employee of the Bank misuses personal information, this will be considered as a serious offence for which disciplinary action may be taken, up to and including termination of employment. If any individual or organization misuses personal information – provided for the purpose of providing services to or for the Bank - this will be considered a serious issue for which action may be taken, up to and including termination of any agreement between the Bank and that individual or organization.

We audit our procedures and security measures from time to time to ensure that they remain effective and appropriate.

Bank Web Sites

The Bank provides clients with access to public web sites and restricted access to sub-sites to provide electronic banking services. In the course of your use of these sites, the Bank may collect information directly from you via e-mail or by on-line submission.

Our web servers also may track general information about visitors such as domain name and time of visit.

The Bank's web servers also collect and aggregate information regarding which pages are being accessed as well as information volunteered by visitors through online surveys or subscriptions to electronic newsletters. This information is used internally, only in aggregate form, to better serve visitors by helping us to:

(1) Manage our web sites;
(2) Diagnose any technical problems; and
(3) Improve the content of our web sites

The Bank's web sites use cookies only for session management purposes. These cookies expire when the session is closed. You should be aware that if you set your browser to disable cookies, you may not be able to access services offered by the Bank.

Access To Your Personal Information

You have the right to request access to your personal information held by us. Written requests should be submitted to the Privacy Officer using the contact information provided below. We will respond to all such written requests within a reasonable time and no later than 30 days following the request, except where otherwise permitted by law. We will advise you in writing if we cannot meet your requests within this time limit.

At any time, you can challenge the accuracy or completeness of your personal information in our records. If you successfully demonstrate that your personal information in our records is inaccurate or incomplete, we will amend the personal information as required. Where appropriate, we will transmit the amended information to third parties having access to your personal information.

To guard against fraudulent or unauthorized requests for access, we may require you to provide sufficient identification to permit access to your personal information or to make corrections. Any such identifying information shall be used only for this purpose.

Resolving Your Privacy Concerns

We have procedures in place to receive and respond to complaints or inquiries about our handling of personal information, our compliance with this policy, and with applicable privacy laws. If you have any questions or concerns about the Bank's collection, use, management or disclosure of personal information, or this Privacy Statement, or if you would like to request access to or correction of your personal information in our control, please contact the Operation Officer or Manager of the branch where your account is held.

If your concerns remain unresolved, you may contact the Privacy Officer of the Bank at:

Bay Adelaide Centre, West Tower,
Unit 3710, 333 Bay Street,
Toronto, ON M5H 2R2
Fax: 416-607-2000
Email: complaint@icbk.ca

If after contacting us, you do not feel that we have adequately addressed your concerns, you may contact:

The Office of the Privacy Commissioner of Canada,
30 Victoria Street,
Gatineau, Quebec K1A 1H3
Tel: 1-800-282-1376
819-994-5444
Fax: 819-994-5424
Website: www.priv.gc.ca

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Disclaimer: All information is correct at time of printing.
For latest and full set of Privacy Statement and Cardholder's Agreement, please visit our website at www.icbk.ca or call us at 1-877-779-5588.

We are here to help

If you need any help or have any inquiries, please contact our customer service hotline, visit our website or any of our branches:

Toronto Downtown Branch

Yonge Richmond Centre Suite 110,
151 Yonge St, Toronto,
Ontario, Canada M5C 2W7
Contact No.: (416) 607-2087

Richmond Hill Branch

Suite 102-103, 350 Highway 7 East,
Richmond Hill, Ontario, Canada L4B 3N2
Contact No.: (905) 882-8182

Markham Branch

Unit B-88, Pacific Mall,
4300 Steeles Avenue East
Markham, Ontario, Canada L3R 0Y5
Contact No.: (905) 940-2218

Mississauga Branch

25 Watline Avenue, Suite GR05，
Mississauga, Ontario, Canada L4Z 2Z1
Contact No.: (905) 890-2388

Richmond Branch (Vancouver)

6740 No. 3 Road, Richmond,
British Columbia, Canada V6Y 2C2
Contact No.: (604) 278-9668

24/7 Hotline：1-87777-95588

Official Website：www.icbk.ca

WeChat: 工银加拿大

WeiBo：中国工商银行-加拿大

- **Convenience**
- **Good Foreign Credit History Valued**
- **Global Service & Support**
- **Utilize Your Minimum Payment Privilege**