

ICBK UnionPay Prepaid Card

Terms and Conditions

中国工商银行 (加拿大)

Industrial and Commercial Bank of China (Canada)

ICBK UnionPay Prepaid Card (the Card) is issued by Industrial and Commercial Bank of China (Canada) (the Bank) on the following terms and conditions. The use of the Card will be governed by this Terms and Conditions. By signing or using the Card, you agree to all of the terms and conditions set out below and will be bound by them.

1. Definitions

In these Terms and Conditions, the following words shall have the following meanings, unless the context otherwise requires.

• **We, us, our, ICBK or the Bank** refers to the Industrial and Commercial Bank of China (Canada).

• **You or your** refers to the Cardholder.

• **Account** refers to the individual account opened and maintained by the Bank's system for the Card issued and is identified by the card number printed on the face of the Card.

• **Card** refers to the **ICBK UnionPay Prepaid Card** issued to you for use on the Account.

• **Cardholder** refers to any person who has purchased the Card or who pays or will pay for any transactions with the Card.

• **CNY** refers to the legal currency of the People's Republic of China.

CAD refers to the legal currency of Canada.

• **PIN** refers to a personal identification number used in conjunction with a card.

• **Purchase** refers to any point of sale transaction other than a cash advance.

• **Transaction** refers to any use of the Card or the Account, such as the purchases of goods or services effected by the use of the Card.

• **UnionPay** refers to the bankcard network and service provider named China UnionPay Co. Ltd.

Headings are solely for ease of reference and do not

affect interpretation. Words denoting the singular includes the plural, and vice versa. Words denoting one gender shall include all genders.

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.

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

2. The Card

2.1 The Card is not a credit card. The Card is a prepaid stored value card issued by the Bank. The Card does not allow overdraft.

2.2 The amount limit is decided by the Bank in the relevant promotional materials from time to time.

2.3 After the Card has been issued, no further amount can be loaded onto the Card.

2.4 The fund deposited into the Card is not eligible for deposit insurance from Canada Deposit Insurance Corporation.

2.5 The transaction amount paid by the Card will be debited from the Account. Once the balance of the prepaid value of the Account reaches zero, the Card will have no value and cannot be reused.

3. Fee, Charges & Exchange Rate

3.1 The Bank will charge a non-refundable handling fee which may vary from time to time and will be set out in the Bank's "Disclosure Statement" upon issuance of the Card.

3.2 Transactions effected in a foreign currency will be converted to the card's denominated currency at an exchange rate determined by reference to the exchange rate adopted by UnionPay as applicable on the date of conversion.

3.3 If you have a foreign currency transaction refund, we will convert the amount to the card's denominated currency. We make the conversion at our refund

exchange rate on the date the refund is posted to your Account. The refund exchange rate may not be the same as the rate that was in effect on the date the transaction was refunded.

4. Use of the Card

4.1 The age of the Cardholder must be 18 or 19 or above during the time of purchase. (In British Columbia, New Brunswick, Nova Scotia, Newfoundland/Labrador and the Territories, the minimum age is 19. In all other provinces and territories, the minimum age is 18.)

4.2 The Card must be signed by the Cardholder at the back before use. The Card is no longer transferrable after being signed by the Cardholder.

4.3 The Cardholder is prohibited to resell the card, and shall not allow the Card to be used by any other person.

4.4 The Card can only be used for transactions with merchants displaying the UnionPay logo appearing on the face of the Card and accepting UnionPay card as a means of payment. The Bank will not accept any responsibility if individual merchant refuses to accept the Card.

4.5 The Card cannot support any offline transaction and in-flight commerce, cannot be used to withdraw cash or for any other cash access-related transactions, cannot be used at an ATM, and cannot be used for transactions through the mail, over the phone, via internet or on airplanes or cruise ships.

4.6 The Card cannot be used in any Pre-authorization Transaction. The Card cannot be used in any contactless transactions.

4.7 Any dispute on the transaction should be handled by Cardholder and the merchant directly. The Bank will neither refund for any transaction nor entertain any chargeback request on the transaction posted to the Card.

4.8 The Card cannot be used for any illegal purposes, including buying any goods or services prohibited by law where you live. You may only use your card as allowed in this agreement. The Bank is entitled, in its sole and absolute discretion, to refuse to act on or give effect to any transaction instruction if the Bank has reason to believe that such instruction is given in connection with any illegal transaction.

4.9 If the balance of the Account is insufficient to settle the transaction amount, the Bank may decline to authorize such

transaction. The Card does not allow overdraft. If you wish to make a purchase for more than the available balance on your card, you should tell the cashier the exact amount to charge to the Card first, then use another method of payment, e.g. credit card, debit card, cash or cheque for the remaining purchase balance. (Note: some merchants may not be able to handle multiple forms of payment.) For example, to make a purchase for ¥100 with only ¥60 left on your card, you need to tell the cashier only charge ¥60 from the card first, and then provide to the cashier another method of payment to pay for the remaining balance ¥40. Merchants may not know your card balance and cannot automatically deduct the remaining balance from your card. So if you don't tell the cashier that you would like to use multiple forms of payment and try to make a purchase for more than the balance of the Card, the transaction will be declined.

4.10 If a merchant gives you a refund and we receive a credit note from the merchant we will credit the refund to your Account on the day we receive it and the amount of the refund will not be available to you until we credit it to your account.

4.11 The Card is magnetic stripe card and PIN is not required. If any POS terminal requires a PIN to authorize the transaction, you may randomly input 6 digit numbers to complete the transaction.

5. Expiry

There is no expiry date of the Card. Once the balance of the prepaid value of the Account has been reduced to zero, the Card will have no value and cannot be reused.

6. Balance

You should keep track of the balance remaining on your card. To obtain the current balance amount, request information on previous transactions, you may visit our website at www.icbk.ca or call the toll-free customer service Hotline at 1-877-779-5588.

7. Lost or stolen Card

You must take reasonable care to safeguard your Card against loss, theft or misuse. The Card is anonymous and is similar to cash. Possession of the Card is considered as sufficient proof of ownership. In the event of the Card being lost or stolen, the Bank is not

able to issue a replacement card or refund any of the prepaid balance. Report loss is not allowed.

8. Amendment

8.1 The Bank reserves the right to change any of the terms and conditions of the Card from time to time at its discretion.

8.2 We may change the Terms and Conditions or the Disclosure Statement by posting a notice on our website www.icbk.ca.

8.3 You will be deemed to accept and be bound by the amendment upon use of the Card following the effective date of the amendment.

9. Assigning these Terms and Conditions

We can assign these Terms and Conditions or any of its terms to a third party at any time and without notice to you.

10. Disclosure of Information

The Bank is committed to respecting your privacy and the confidentiality of your personal information. To enable us to consider whether to establish the account and provide you with the related services or not, you should provide the Bank with the required information. For further details on our privacy practices, please visit www.icbk.ca to find our **Privacy Statement**.

11. Exclusion of Liability

The Bank shall not be liable for any loss of damage whatsoever or howsoever arising relating to the Card except where it is caused by the negligence or willful default of the Bank.

12. Governing Law

12.1 The terms and conditions are governed by the federal laws of Canada and by the provincial laws. You agree to submit to the non-exclusive jurisdiction of the courts of Canada in case of any dispute or suit.

12.2 If, at any time, any of these terms and conditions are or become invalid or unenforceable in any respect, the remaining terms and conditions

shall not be affected.

12.3 Nothing in this document shall operate so as to exclude or restrict any liability of any party to the terms and conditions, to the extent that such exclusion or restriction is prohibited by the laws of Canada and the provincial laws.

13. Customer Complaint Resolution Procedures

The Bank is committed to provide you with the best customer experience. If our service does not meet your expectations, please follow the process below:

Step 1:

Contact the Operation Officer or Branch Manager of your home branch. Please visit www.icbk.ca to find contact information of our branches.

Step 2:

If your complaint remains unresolved for 30 days, please contact our Complaints Officer at:

Complaints Officer
Bay Adelaide Centre, West Tower
Suite 3710, 333 Bay Street,
Toronto, Ontario
Canada M5H 2R2
Facsimile: 416-607-2000
E-mail: complaint@icbk.ca

If your concern remains unresolved after step 1 and 2, you may contact an external independent body for further assistance.

External Independent Bodies

The Bank is a member of the independent Ombudsman for Banking Services and Investments (OBSI). If your concern remains unresolved, you may contact OBSI:

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

If your complaint involves legislated consumer provisions,

you may contact the Financial Consumer Agency of Canada (FCAC). 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)
Facsimile : 1-866-814-2224
Website : www.fcac-acfc.gc.ca
E-mail address: info@fcac-acfc.gc.ca (general inquiries)

If you have unresolved complaints about the way in which personal information is collected, used or disclosed by the Bank, you may contact the Office of the Privacy Commissioner of Canada (OPC) to:

Office of the Privacy Commissioner of Canada
30 Victoria Street
Gatineau, Quebec K1A 1H3
Telephone: 1-800-282-1376(toll-free line)
: 819-994-5444
Facsimile : 819-994-5424
Website : www.priv.gc.ca

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