

**有關修訂創興「銀聯賀禮卡」條款及細則通知（「本條款及細則」）**

親愛的客戶：

本行茲通知閣下，由2013年3月1日（「生效日」）起，有關創興銀行之創興「銀聯賀禮卡」條款及細則將修訂如下：

除非明文另有所指，創興銀行（「銀行」）之創興「銀聯賀禮卡」條款中所作之定義及詞彙，在本通知具相同之涵義。

**1. 修訂第1條 — 釋義**

第1.1條將修訂如下：

1.1 除非另作說明，下列詞彙應具以下涵義：

「賬戶」指由銀行維持的每張已簽發賀禮卡的賬戶。

「自動櫃員機」指由銀行或電子櫃員卡（「ETC」）或中國銀聯（「銀聯」）的任何其他成員所裝設的任何自動櫃員機或銀行不時認可的任何其他終端機，以處理電子付款或轉賬，不論在香港境內或境外。

「銀行」指創興銀行有限公司、其繼承人及受讓人。

「持卡人」指為了任何交易而已購買或已使用或擬使用賀禮卡的人士。

「賀禮卡」指由銀行簽發的「銀聯賀禮卡」，附有銀行不時指定的標記及特點。

「商戶」指任何交易中的任何賣方。

「私人密碼」指由銀行編配並由客戶使用的私人密碼，以認證客戶取用賬戶及為了進行交易。

「補發新卡」指銀行依據第9條簽發的新賀禮卡以替代原本故障的賀禮卡。

「交易」指在任何自動櫃員機或銀行不時認可的銷售點終端機，使用賀禮卡提取現金或以賀禮卡以支付任何貨品或服務的費用。

**2. 修訂第3條 — 費用**

現有的第3.2條將被刪除，現有的第3.3條則被重訂條次為第3.2條，並予修訂如下：

**3.1 於購買每一賀禮卡時須支付不可退還手續費。**

**3.2 每次從自動櫃員機提取現金進行交易時，須即時支付費用，該費用將從賬戶扣除，不論所提取現金的金額為何。如果交易不成功，銀行不會收取費用。**

**3.3 3.2 根據第3.1條及第3.2條的現行收費均在宣傳材料中列出。銀行保留權利，按照第10.1條，不時單獨酌情決定更改費用的款額並且徵收任何收費。新的費用及收費的詳情均張貼在銀行所有本地分行的銀行大堂及／或網站，亦可應要求提供。**

**3. 修訂第4條 — 使用賀禮卡**

第4.4, 4.5, 4.6, 4.11及4.13條將修訂如下：

4.4 賀禮卡可在貼有「銀聯」標誌或銀行不時認可的任何其他網絡標誌的自動櫃員機或商戶，或者接受以賀禮卡付款的任何商戶為任何交易而使用。

4.5 持卡人在使用賀禮卡進行任何交易之前，應確保在賬戶內有足夠存款。如果賀禮卡的結餘儲值金額少於所要求提取的款額或不足以支付商戶所要求的交易總額，現金提款或交易付款將被拒絕。

4.6 銀行應有權不時在毋須給予持卡人任何事先通知的情況下，根據須藉使用賀禮卡進行交易的金額、數量或貨幣設定每日整體限制及／或個別交易限額及／或有關使用賀禮卡的其他限制。自動櫃員機營辦商亦可設定最低及最高交易限額。

**4.11 如果貼有相關標誌的任何自動櫃員機或終端機營辦商不接受賀禮卡，銀行概不負責。自動櫃員機或終端機營辦商可就某宗交易徵收額外費用，毋須事先通知持卡人。**

- 4.13 持卡人必須就使用賀禮卡遵守所有適用法律及規例，包括但不限於任何反清洗黑錢及反恐佈分子籌資活動法例和規例以及任何外匯管制。
4. 修訂第7條 — 查詢可用結餘  
第7.2及7.7條將修訂如下：  
7.2 在持卡人遵守銀行不時全權酌情決定給予或不給予事先通知所規定之步驟及條款之前提下，持卡人可透過使用銀行網站所提供之服務查詢持卡人賀禮卡賬戶結餘（「賀禮卡網上查詢」）。持卡人須自行負責將其賀禮卡的資料保密，並同意受銀行全權酌情所指定之條款（包括但不限於銀行賬戶章則第VII節中關於銀行網上銀行服務）約束。銀行有權並且持卡人同意銀行可在任何在賀禮卡網上查詢時，在銀行收到賀禮卡號碼及其到期日時（及／或其他銀行不時要求的資料），銀行披露賀禮卡的資料。  
7.7 在不影響其他一般性條文的情況下，有關賀禮卡網上查詢及／或銀行網站之有關條款及細則應和網上銀行服務有關之網上銀行服務協議及將與銀行的網上銀行服務相關之網上章則之條文（可在銀行不時通知下被修改或互補）一併及互補閱讀及詮釋，並構成本條款及細則之部份。
5. 修訂第8條 — 賀禮卡的遺失、失竊或被沒收  
第8及8.1條將修訂如下：  
**8 賀禮卡的遺失—或失竊或被沒收**  
8.1 賀禮卡為不記名並具類似現金的性質，管有賀禮卡即代表擁有該卡。純粹實物管有賀禮卡，即屬持有人對該卡的擁有權及聲稱其為有效持卡人的充份及不可推翻的證明。在賀禮卡被遺失—或盜竊或是在賀禮卡被任何自動櫃員機收回的情況下，任何補發／重發新卡或者退回／轉移賀禮卡的剩餘儲值或者取消賀禮卡的要求或申請均不獲受理。
6. 修訂第13條 — 法律責任  
第13.1及13.3條將修訂如下：  
13.1 銀行不須為任何性質或於任何情況下就賀禮卡、賀禮卡的使用或任何交易引致的任何損失或損害對持卡人、商戶或任何人士負責，但因銀行的疏忽、欺詐或故意失責直接導致者則除外。  
13.3 儘管有第13.2條的規定，若持卡人曾作出以下各項，則持卡人須就使用賀禮卡的一切損失及損害獨自負上法律責任：(a) 以欺詐手段或疏忽行事，(b) 在發現遺失或被盜用賀禮卡或向未經授權人士洩露私人密碼之後，未能在合理切實可行範圍內盡快通知銀行或 (c) 未能遵守或履行第5條的保障措施或持卡人的責任或銀行就賀禮卡及私人密碼的保障及保安或對任何本條款及細則不時給予的建議。

如閣下就上述之修改有任何疑問，歡迎致電創興客戶服務熱線3768 6888。閣下如拒絕接受任何上述之修改，須按本條款及細則第10條通知銀行並交回有關賀禮卡。如閣下在生效日或之後繼續持有賀禮卡及／或賬戶，或繼續使用或維持銀行的相關賀禮卡及／或賬戶之任何服務，上述修改即對閣下作為持卡人具約束力。

如本通知之中、英文版本有任何歧異之處，概以英文版本為準。

**Notice of Amendments to Chong Hing UnionPay Gift Card**  
**Terms and Conditions ("Terms and Conditions")**

Dear Cardholder,

With effect from 1 March 2013 ("Effective Date"), please be informed that the Chong Hing UnionPay Gift Card Terms and Conditions of Chong Hing Bank Limited will be amended as follows:

Save as expressly provided to the contrary, the terms and expressions used in Chong Hing UnionPay Gift Card Terms and Conditions of Chong Hing Bank Limited ("the Bank") shall have the same meaning in this notice.

1. Amendments to Clause 1 – Definitions

Clause 1.1 shall be amended as follows:

- 1.1 Unless otherwise stated, the following terms shall have the meaning below:  
"Account" means the account maintained by the Bank of each Gift Card issued.  
"ATM" means any automatic teller machine installed by the Bank or any other member of electronic teller card ("ETC") or UnionPay or any other terminals authorized by the Bank from time to time to process electronic payments or transfers, whether in or outside Hong Kong.  
"Bank" means Chong Hing Bank Limited, its successors and assigns.  
"Cardholder" means any person who has purchased or has made or purported to make use of the Gift Card for any Transaction.  
"Gift Card" means the UnionPay Gift Card issued by the Bank bearing the logo and features as prescribed by the Bank from time to time.  
"Merchant" means any vendor in any Transaction.  
"PIN" means the personal identification number assigned by the Bank and used by the Cardholder to authenticate the Cardholder's access to the Account and for the purpose of carrying out a Transaction.  
"Replacement Card" means the new Gift Card issued by the Bank in substitution for the defective original Gift Card pursuant to Clause 9.  
"Transaction" means any ~~withdrawal of cash with the use of the Gift Card or~~ payment for goods or services by the Gift Card at any of the ~~ATM's or such point~~ of sale terminal approved by the Bank from time to time.

2. Amendments to Clause 3 – FEES

The existing Clause 3.2 shall be deleted. The existing Clause 3.3 shall be renumbered as Clause 3.2, and amended as follows:

**3.1 A NON-REFUNDABLE HANDLING FEE WILL BE PAYABLE UPON PURCHASE OF EACH GIFT CARD.**

~~**3.2 A FEE WILL BE PAYABLE AND WILL BE DEDUCTED FROM THE ACCOUNT IMMEDIATELY ON EACH TRANSACTION OF CASH WITHDRAWAL MADE FROM AN ATM REGARDLESS OF THE AMOUNT OF CASH WITHDRAWN. NO FEES WILL BE CHARGED BY THE BANK IF THE TRANSACTION IS UNSUCCESSFUL.**~~

~~**3.3 THE CURRENT FEES UNDER CLAUSES CLAUSE 3.1 AND 3.2 ARE IS SET OUT IN THE PROMOTIONAL LITERATURE MATERIALS. THE BANK RESERVES THE RIGHT TO CHANGE AT ITS SOLE DISCRETION THE AMOUNTS AMOUNT OF FEES THE FEE AND IMPOSE ANY CHARGES FROM TIME TO TIME IN ACCORDANCE WITH CLAUSE 10.1. DETAILS OF NEW FEES FEE AND CHARGES ARE DISPLAYED AT THE BANKING HALL OF ALL LOCAL BRANCHES AND / OR WEBSITE OF THE BANK AND ARE ALSO AVAILABLE UPON REQUEST.**~~

3. Amendments to Clause 4 – Use of Gift Card

Clauses 4.4, 4.5, 4.6, 4.11 and 4.13 shall be amended as follows:

4.4 The Gift Card can be used for any Transaction with ~~an ATM or a~~ Merchant displaying the UnionPay logo or a logo of any other network approved by the Bank from time to time or any Merchant accepting the Gift Card for payment.

4.5 The Cardholder shall ensure that there are sufficient funds in the Account before using the Gift Card to effect any Transaction. ~~Cash withdrawal or payment~~ Payment for the Transaction will be declined if the balance stored value of the Gift Card is ~~less than the amount requested to be withdrawn or~~ insufficient to pay for the total Transaction sum so requested by the Merchant.

4.6 The Bank shall be entitled from time to time without giving any prior notice to the Cardholder to impose a daily overall limit and / or individual Transaction limit in terms of the amount, quantity or currency for Transactions to be effected by the use of the Gift Card and / or such other restrictions on the use of the Gift Card. ~~ATM operators may also impose minimum and maximum transaction limits.~~

**4.11 THE BANK ACCEPTS NO RESPONSIBILITY IF ANY ATM OR TERMINAL OPERATOR DISPLAYING THE RELEVANT LOGO DOES NOT ACCEPT THE GIFT CARD. AN ATM OR A TERMINAL OPERATOR MAY IMPOSE ADDITIONAL FEES ON A TRANSACTION WITHOUT ADVISING THE CARDHOLDER IN ADVANCE.**

- 4.13 The Cardholder must comply with all applicable laws and regulations including without limitation any anti-money laundering and anti-terrorist financing legislation and regulation and any foreign exchange controls in respect of the use of the Gift Card.
4. Amendments to Clause 7 – Available Balance Enquiry  
Clauses 7.2, and 7.7 shall be amended as follows:
- 7.2 Cardholder may also make enquiry on the available balance of his Gift Card through services available at the Bank's Website ("Gift Card Web Enquiry") subject to such procedures and conditions as may be prescribed by the Bank at its sole discretion from time to time with or without prior notice. Cardholder shall be solely responsible for keeping the information of his Gift Card confidential, and agrees to be bound by such terms and conditions as the Bank may prescribe at its sole discretion including without limitation ~~Section VII of the Bank's Account Rules regarding the Bank's internet banking services~~. The Bank is entitled to disclose, and the Cardholder agrees to the disclosure of, the Gift Card information in response to any Gift Card Web Enquiry provided particulars of the related Gift Card number and its expiry date (and / or other details as the Bank may require from time to time) have been provided to the Bank.
- 7.7 Without prejudice to the generality of other provisions, terms and conditions in relation to the Gift Card Web Enquiry and / or the Bank's Website shall be read and construed in conjunction with and supplemented by the provisions of the terms and conditions (as may be revised or supplemented by the Bank from time to time) Internet Banking Services Agreement and Online Terms with respect to the Bank's ~~Internet Banking Services~~ internet banking services, which shall form part of these terms and conditions.
5. Amendments to Clause 8 – Loss, Theft Or Confiscation Of The Gift Card  
Clauses 8 and 8.1 shall be amended as follows:
- 8 LOSS; OR THEFT ~~OR CONFISCATION~~ OF THE GIFT CARD**
- 8.1 THE GIFT CARD IS ANONYMOUS WHICH OWNERSHIP IS REPRESENTED BY ITS POSSESSION, BEARING SIMILAR NATURE OF CASH. MERE PHYSICAL POSSESSION OF THE GIFT CARD IS SUFFICIENT AND CONCLUSIVE PROOF OF ITS HOLDER'S OWNERSHIP OF AND CLAIM TO IT AS VALID CARDHOLDER. NO REQUEST OR APPLICATION FOR THE ISSUE OF ANY REPLACEMENT / NEW CARD OR REFUND / TRANSFER OF THE RESIDUAL STORED VALUE OF THE GIFT CARD OR CANCELLATION OF THE GIFT CARD WILL BE ENTERTAINED IN THE EVENT OF ITS LOSS OR THEFT, ~~OR IN THE EVENT OF THE GIFT CARD BEING CAPTURED BY ANY ATM.~~**
6. Amendments to Clause 13 – Liability  
Clauses 13.1, 13.3 and 13.4 shall be amended as follows:
- 13.1 THE BANK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER ARISING IN RELATION TO THE GIFT CARD OR ITS USE OR ANY TRANSACTION TO THE CARDHOLDER, MERCHANT OR ANY PERSONS, EXCEPT THOSE DIRECTLY CAUSED BY THE NEGLIGENCE, FRAUD OR WILFUL DEFAULT OF THE BANK.**
- 13.3 NOTWITHSTANDING CLAUSE 13.2, THE CARDHOLDER SHALL BE SOLELY LIABLE FOR ALL LOSSES AND DAMAGES IN RESPECT OF THE USE OF THE GIFT CARD IF THE CARDHOLDER HAS (A) ACTED FRAUDULENTLY OR NEGLIGENTLY, (B) FAILED TO INFORM THE BANK AS SOON AS REASONABLY PRACTICABLE AFTER BECOMING AWARE THAT THE GIFT CARD HAS BEEN LOST, STOLEN OR THE PIN HAS BEEN DISCLOSED TO AN UNAUTHORIZED PERSON OR (C) FAILED TO FOLLOW THE SAFEGUARDS OR COMPLY WITH HIS OBLIGATIONS UNDER CLAUSE 5 OR OTHER RECOMMENDATIONS OF THE BANK FROM TIME TO TIME REGARDING THE SAFETY AND SECURITY OF THE GIFT CARD AND THE PIN OR ANY PROVISIONS OF THESE TERMS AND CONDITIONS.**
- 13.4 The Cardholder shall not be liable in respect of loss incurred through faults that have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display, or the use of a counterfeit Gift Card. The Bank's liability for such losses shall in any event not exceed the amounts wrongly charged to the Cardholder's ~~account~~ Account.

Should you have any queries on the above amendments, please call Chong Hing Customer Services Hotline at 3768 6888. If you refuse to accept any of the above amendments, you need to notify the Bank and return the related Gift Card pursuant to Clause 10 of the Terms and Conditions. The said amendments shall be binding on you as Cardholder if you continue to maintain your Gift Card and / or Account with the Bank, or to use or maintain any of the Bank's service in respect of the Gift Card and / or Account on or after the Effective Date.

To the extent of any inconsistency between the English and Chinese versions of this notice, the English version shall prevail.