

## Notice of Amendments to Chong Hing China UnionPay Gift Card Terms and Conditions

Dear Cardholder,

With effect from 1 October 2011, please be informed that the Chong Hing UnionPay Gift Card (formerly known as Chong Hing China UnionPay Gift Card) Terms and Conditions will be amended as follows:

### 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 ~~China Unionpay UnionPay~~ ("CUP") 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 ~~CUP~~ Gift Card for any Transaction.

"Gift Card" means ~~CUP~~ 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 2 – Gift Card

Clause 2.1 and 2.5 shall be amended as follows:

2.1 The Gift Card is a prepaid stored-value disposable card pre-loaded with the Bank's pre-determined stored dollar value ~~in a minimum sum of HK\$500 and a maximum of HK\$8,000~~ upon purchase with the Bank. For the avoidance of doubt, the Bank reserves the right at its sole discretion to change from time to time ~~any such~~ minimum and / or maximum pre-determined stored value amounts respectively at any time without notice.

2.5 The Bank will reduce the balance in the Account in accordance with the Bank's records of the related Transactions and any other sums, fees, costs and expenses payable by the Cardholder under these terms and conditions. For any Transaction effected by the use of the Gift Card in a currency other than Hong Kong Dollars, the relevant foreign currency amount will be converted into Hong Kong Dollars at the exchange rate determined by ~~CUP~~ UnionPay, and then debit such Hong Kong Dollar equivalent from the Account.

### 3. Amendments to Clause 4 – Use of Gift Card

Clause 4.4 shall be amended as follows:

4.4 The Gift Card can be used for any Transaction with an ATM or Merchant displaying the ~~CUP~~ 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. Amendments to Clause 7 – Available Balance Enquiry

Clause 7.1 shall be amended as follows and new Clauses 7.2 to 7.10 shall be inserted after the existing Clause 7.1: as follows :

7.1 ~~Although Cardholder will be provided information on the amount being debited from his Gift Card at the time of Transactions made through any electronic means, enquiry by Cardholder on the available balance of his Gift Card may be made with any Bank's branch in Hong Kong or by calling the Telephone Banking Services Hotline at 3768 8818 of the Bank or other means notified by the Bank from time to time. Neither statement of account nor any document and/or proof of the Transaction details of the Gift Card will be provided by the Bank unless requested by Cardholder specifically and subject to payment of the Bank's handling fees.~~

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. 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.~~

7.3 ~~The Cardholder agrees and confirms that all information supplied under any Gift Card Web Enquiry are for reference only, and in case of any discrepancy between Gift Card Web Enquiry and the Bank's record, the latter shall prevail (save in the case of material error which is proved to the acceptance of the Bank by the Cardholder). Neither the Bank nor any information or service provider warrants, represents or guarantees the accuracy, reliability, adequacy, timeliness and completeness of any information provided under any Gift Card Web Enquiry or such contents are fit for any purpose. The Bank and all such information or service providers expressly disclaim all liabilities whatsoever arising from or in connection with any reliance on any Gift Card Web Enquiry.~~

7.4 ~~The Bank does not endorse or express any comment on any Gift Card Web Enquiry or such contents thereof~~

supplied by any third party information provider nor does the Bank assume any duty to check or verify Gift Card Web Enquiry or the contents supplied under any Gift Card Web Enquiry.

- 7.5 The Cardholder acknowledges that all contents of the Gift Card Web Enquiry design, system, framework and layout are trade secret, confidential and the property of the Bank and the relevant information providers. The Cardholder further acknowledges that such contents are subject to copyrights and/or other intellectual property rights of the Bank or any third party. The Cardholder agrees that all rights, benefits, title and interest in and relating to such contents and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the relevant information providers.
- 7.6 Except in order to log-in to the Gift Card Web Enquiry or to enquire about his Gift Card, the Cardholder will not use the Gift Card Web Enquiry, or information in relation to the Gift Card Web Enquiry, or the Bank's Website (in whole or in part) for any other purpose (whether legal or illegal).
- 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 Internet Banking Services Agreement and Online Terms with respect to the Bank's Internet Banking Services, which shall form part of these terms and conditions.
- 7.8 Except due to and to the extent caused by the negligence or fraud of the Bank, the Bank shall not be liable for any loss or damage suffered by the Cardholder or any other person as a result of any use of Gift Card Web Enquiry and/or any information supplied in relation thereto owing to:-
- (a) the failure, inaccessibility, suspension, cancellation and termination of the provision of services or any part thereof in relation to any or all of the Gift Card Web Enquiry or Transaction howsoever caused;
  - (b) the withdrawal or suspension of any Transaction or services from being accessible to any Gift Card account or for any failure or delay to effect or execute or record any Transaction instruction or perform any obligation hereunder which is attributable, either directly or indirectly, wholly or in part, to any circumstances or events outside the Bank's control;
  - (c) failure of or delay in any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation facilities; and/or
  - (d) any mechanical or electronic equipment malfunction, power failure or other failure or inadequacy of the Bank's Website or system or its installation or any error in the execution of any Transaction or instruction nor for any delay or loss (including loss of profit or any economic loss), expenses or damages howsoever incurred or suffered by the Cardholder.
- 7.9 The Bank does not in any way warrant that:
- (a) any services provided in connection with or any of the Cardholder's use of the Gift Card Web Enquiry and/or the Bank's Website will be free of errors, interception or interruption; and/or
  - (b) information provided in relation to any Gift Card Web Enquiry or other materials provided, used or accessible in connection with the Gift Card Web Enquiry and/or the Bank's Website will be free of viruses, disabling devices or other contaminants.
- 7.10 When making any Gift Card Web Enquiry and/or using the Bank's Website, the Cardholder may provide the Bank with certain of the Cardholder's personal data as defined in the Personal Data (Privacy) Ordinance, and other confidential information (collectively called "Data"). **By making any Gift Card Web Enquiry and/or using the Bank's Website the Gift Cardholder consents to the capture and use of the Data in accordance with the Notice to Customers and other Persons relating to the Personal Data (Privacy) Ordinance and data policies of the Bank ("PDPO Notice") posted on the Bank's Website (as amended from time to time by the Bank).**

#### 5. Amendments to Clause 9 – Replacement Card

Clause 9.3 shall be amended as follows:

- 9.3 The Replacement Card will bear the balance stored dollar value of the defective Gift Card so replaced and the Bank will only issue such Replacement Card bearing the same expiry date after the Bank's specified number of days have elapsed Transaction processing and calculation of residual stored value have been completed.

#### 6. Amendments to Clause 12 – Refund

Clause 12.1 shall be amended as follows:

- 12.1 Subject to the Clauses 8.1, 9.1, 10.2 and 11.1, the Bank reserves its absolute right to refund the residual stored value of the Gift Card provided the Cardholder shall return his Gift Card forthwith before its expiry date after the Bank's specified number of days have elapsed Transaction processing and calculation of residual stored value have been completed.

#### 7. Amendments to Clause 15 – Others

Clause 15.1 shall be amended as follows:

- 15.1 Subject to express provisions of these terms and conditions, the Bank's "Account Rules" and "Notice to Customers and other Persons relating to the Personal Data (Privacy) Ordinance and data policies of the Bank" "PDPO Notice" shall also be applicable as appropriate.

Should you have any queries on the above amendments, please call Chong Hing Customer Services Hotline at 3768 6888. If you wish to refuse accepting any above amendments, you need to notify the Bank and return the related Card(s) pursuant to Clause 10 of the above Terms and Conditions. The said amendments shall be binding on you if you continue to maintain your Card and/or Account with us, or to use or maintain any of our service on or after the effective date.

If there is any inconsistency between the English and Chinese versions, the English version shall prevail.