

信 用 卡 持 卡 人 合 約  
CREDIT CARD CARDHOLDER AGREEMENT

信  
用  
卡  
持  
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A Credit Card  
Cardholder  
agreement

## 1. 釋義

(a) 在本合約內，除非文義另有所指，下列詞語具下列涵義：-

- (i) 「核准證券交易商」指創興證券有限公司及／或該等本行可絕對酌情核准之其他證券交易商。
- (ii) 「本行」指創興銀行有限公司、其繼承人及承讓人。
- (iii) 「銀行賬戶」指持卡人在本行所開設之賬戶（信用卡賬戶除外），持卡人有權藉此進行銀行交易。
- (iv) 「銀行交易」指因使用信用卡及私人密碼，透過銀行賬戶而進行之交易。
- (v) 「信用卡」指由本行獨自或聯同任何其他人士不時以主卡或附屬卡形式發給持卡人任何 VISA / 萬事達信用卡或任何聯營卡或任何其他信用卡或信用卡產品（以適用者為準）。
- (vi) 「信用卡賬戶」指就使用信用卡（包括主卡及任何附屬卡）及／或虛擬卡（包括主虛擬卡及任何附屬虛擬卡）而在本行開設及使用之賬戶，凡提述「信用卡賬戶」，應包括虛擬卡賬戶。「綜合賬戶」一詞則指有關主卡及所有附屬卡（等）及／或（視情況而定）有關主虛擬卡及所有附屬虛擬卡以主卡持卡人之名義在本行開設及使用之賬戶。
- (vii) 「持卡人」指獲本行以其名義發出之信用卡／虛擬卡之人士（若屬綜合賬戶，則包括主卡持卡人及任何附屬卡持卡人），如在文意許可或本文所需之情況下，其遺產代理人（等）及合法繼承人（等）。
- (viii) 「收費表」指列載不時有效及適用於信用卡之年費、財務費用、現金貸款費用、遲繳收費及其他費用及收費之附表。
- (ix) 「指定計劃」指由本行為推廣貨品及／或服務而不時指定之計劃。
- (x) 「香港」指中華人民共和國香港特別行政區。
- (xi) 「最低還款額」指本行根據第 7(a) 條條款可不時按其獨有酌情權指定之月結單結欠之最低還款額，持卡人須於每個最後還款日期當日或之前，繳付該筆款項予本行。
- (xii) 「最後還款日期」指在月結單所列持卡人將到期應付之月結單結欠繳付予本行之日期。
- (xiii) 「私隱條例」指香港法例第 486 章《個人資料（私隱）條例》。
- (xiv) 「人士」指任何個人、企業、商行、公司、機構、或其他人或法人。
- (xv) 「私人密碼」就每名持卡人而言，指本行於當其時給予持卡人或由持卡人自行選擇之個人識別密碼以使持卡人可使用某些終端機、銀行賬戶、信用卡賬戶及／或其他由本行不時提供之服務。
- (xvi) 「主卡」指發給主卡持卡人之信用卡。
- (xvii) 「主卡持卡人」指與其他人士作出聯名申請而有關其他人士獲發附屬卡及／或附屬虛擬卡之持卡人，而該名持卡人乃以其名義在本行開設及使用綜合賬戶。
- (xviii) 「主虛擬卡」指發給主卡持卡人之虛擬卡。
- (xix) 「證券交易賬戶」指持卡人經本行批准而在核准證券交易商開設及／或維持之一個或以上之指定賬戶或附屬賬戶，藉此持卡人可不時與或透過核准證券交易商出售、購入、持有、交收證券及進行其他證券交易。
- (xx) 「證券買賣交易」指透過指定證券交易賬戶作出之任何證券交易。
- (xxi) 「月結單」指由本行寄予持卡人月結單及其他賬目報表，單上列明信用卡賬戶不時到期應繳付予本行之款額。
- (xxii) 「月結單結欠」指本行於有關月結單內列明就有關交易持卡人之信用卡賬戶尚欠本行之任何月份之借方結餘。
- (xxiii) 「附屬卡」指本行不時就附屬卡持卡人及主卡持卡人聯名申請而發給該附屬卡持卡人之信用卡。

- (xxiv) 「附屬卡持卡人」指與主卡持卡人聯名申請而獲發信用卡及／或虛擬卡之人士。
- (xxv) 「附屬虛擬卡」指本行不時就附屬卡持卡人及主卡持卡人聯名申請而發給該附屬卡持卡人之虛擬卡。
- (xxvi) 「終端機」指本行或其他機構安裝及藉此能進行交易之任何自動櫃員機、撥號終端機、電子數據記錄終端機、智能卡終端機或其他銷售點終端機。
- (xxvii) 「交易」指通過信用卡賬戶或因使用信用卡及／或虛擬卡而作出之任何交易，凡提述「交易」一詞，應包括虛擬卡交易及證券買賣交易。
- (xxviii) 「虛擬卡」指本行不時向持卡人提供以發出信用卡賬戶號碼但不發出任何實物卡之形式之信用卡產品及／或服務（不論作為主虛擬卡或附屬虛擬卡），包括 VISA／萬事達卡虛擬卡或本行獨自或聯同任何其他機構不時發出之其他虛擬卡。
- (xxix) 「虛擬卡賬戶」指有關使用虛擬卡而在本行開設及使用之賬戶。
- (xxx) 「虛擬卡賬戶號碼」指本行就虛擬卡而指派給持卡人賬戶號碼，使持卡人可進行於虛擬卡賬戶結算之虛擬卡交易。
- (xxxi) 「虛擬卡交易」指透過虛擬卡賬戶或使用虛擬卡賬戶號碼透過互聯網、電話、傳真、郵遞訂單、電腦、電訊、無線通訊、類似登入設備或本行不時決定之其他形式（視情況而定）租用或購買任何貨品及／或服務。
- (xxxii) 「中國」指中華人民共和國。

(b) 在本合約中，除非文義另有所指，否則：

- (i) 單一性別之詞語包含所有其他性別；
- (ii) 單數詞將包含複數詞，反之亦然；
- (iii) 若文意許可或需要的話，凡提述任何法規或法定條文須詮釋為不時作出修訂、合併、伸延、或重新制定之該等條文；
- (iv) 凡提述條款及條文，即指本合約之條款及條文；及
- (v) 凡提述本合約及其所述之任何文件，即指不時經修訂、補充、更替、重申或取代之本合約及該文件，以及任何可修訂、補充、更替、重申或取代本合約或該文件之文件（視情況而定）。

(c) 本文之標題僅為方便閱覽而設，並不影響本合約之詮釋。

## 2. 本合約之適用性

凡使用及每次使用信用卡及／或虛擬卡及銀行賬戶及／信用卡賬戶（視情況而定）之運作均受本合約不時生效之條款及條件所規限，而當持卡人在申請表格或信用卡上簽署或以本行要求之方式確認收妥信用卡及／或虛擬卡賬戶號碼或當使用信用卡及／或虛擬卡（無論其是否已確認收妥信用卡及／或虛擬卡賬戶號碼）即表示同意受本合約之約束。

## 3. 信用卡、私人密碼、虛擬卡賬戶號碼及信用卡賬戶

- (a) 持卡人在收到本行之信用卡後，必須立即於信用卡上本行所指定之空白位置簽署。持卡人須簽妥信用卡及／或虛擬卡賬戶號碼之簽收回條及將其立即交回本行，或須立即以本行要求之其他方式確認收妥信用卡及／或虛擬卡賬戶號碼。持卡人須於任何時候及不時就有關或因此產生之任何過失或延誤，對本行或任何其他人士所受到或產生之所有損失及負債作出全面賠償。
- (b) 每張信用卡乃本行之財產，縱使信用卡正面所刻印之到期日可能尚未屆滿，持卡人須應本行或其妥為授權之代理人之要求立即將信用卡歸還本行。
- (c) 持卡人在所有時候須就信用卡、私人密碼及虛擬卡賬戶號碼之妥善保管及保存負全責，並使信用卡在其控制下安全無虞，私人密碼及虛擬卡賬戶號碼得以妥為保管及保密（其風險由持卡人承擔）。在不影響前文所載之一般原則下，持卡人必須採取下列措施保管信用卡及將私人密碼及虛擬卡賬戶號碼保密：
- (i) 私人密碼須與信用卡及虛擬卡賬戶號碼之紀錄分開存放；
- (ii) 銷毀印有私人密碼之正本；

- (iii) 不應在信用卡上或通常與信用卡或虛擬卡賬戶號碼之紀錄一同存放或附近之任何物件寫上私人密碼；
  - (iv) 不應寫上或記錄私人密碼或虛擬卡賬戶號碼，而不加掩藏；及
  - (v) 不應使用易於為人得知之個人資料如電話號碼或出生日期作為私人密碼。
- (d) 持卡人在所有情況下均須將其私人密碼或虛擬卡賬戶號碼絕對保密。持卡人不可容許任何其他人士使用信用卡、私人密碼及／或虛擬卡賬戶號碼。持卡人不可將此私人密碼用作接駁其他服務（如連接互聯網或其他網址）。若發現或懷疑私人密碼或虛擬卡賬戶號碼被披露予任何未獲授權人士或被任何未獲授權人士知道或任何未獲授權之交易正在或可能進行，持卡人須立即通知本行。
- (e) 信用卡賬戶將受本行不時絕對酌情決定之信用限額所限。倘屬綜合賬戶，本行所決定之任何信用限額須由主卡持卡人及所有附屬卡持卡人共同使用及若本行認為適當的話以其絕對酌情指定之比例分配。

#### 4. 使用信用卡及／或虛擬卡

- (a) 受第 11 條條款之規限，持卡人可使用信用卡在本行不時指定之任何香港或其他地方之分行或終端機以貸款方式提取現金。現金貸款金額須受本行就有關信用卡賬戶而不時指定之可使用信用限額或任何現金貸款限額（其將構成信用限額之部份）所限（以較低者為準）。倘若從終端機提取現金貸款，現金貸款金額將進一步受本行所操作或指定之任何終端機之提款限額以及於終端機內可供提取之現金所限。儘管本文載有任何相反之規定，持卡人只可使用虛擬卡進行虛擬卡交易，但不可用作提取現金。
- (b) 受第 11 條條款及須獲得本行事前書面批准（本行可按其絕對酌情權決定作出或拒發批准）之規限，持卡人可使用信用卡及／或信用卡賬戶結清持卡人於核准證券交易商開設及／或維持之指定證券交易賬戶項下進行的任何證券買賣交易而應付予核准證券交易商之任何款項。當持卡人按照第 4(b) 條條款使用信用卡及／或信用卡賬戶結清持卡人應付予核准證券交易商之任何款項時，與及當核准證券交易商或本行按其絕對酌情權作出要求時，持卡人亦必須如上文所述使用信用卡及／或信用卡賬戶結清持卡人於指定證券交易賬戶項下核准證券交易商應付予持卡人任何款項。
- (c) 受本合約之條款及條件及本行可不時按其絕對酌情權訂明之任何信用限額之規限：
- (i) 倘若如上文所述信用卡及／或信用卡賬戶被使用以結清持卡人於證券交易賬戶項下應付予核准證券交易商之任何款項（「支票款項」），將被視作持卡人於結算日期要求及向持卡人作出一筆相等於信用卡賬戶項下支賬款項之現金貸款，而持卡人須以本合約所載之方式償還有關現金貸款，以及所有利息、財務收費、費用（包括現金貸款費）及其他應付收費；及
  - (ii) 倘若如上文所述使用信用卡及／或信用卡賬戶結清核准證券交易商於證券交易賬戶項下應付予持卡人任何款項（「誌賬款項」），則持卡人不可撤銷地授權 (A) 將誌賬款項於結算日期記入信用卡賬戶貸方（惟本行須已實際從核准證券交易商收取貸記入持卡人賬戶之有關款項）及 (B) 本行可按絕對酌情權決定之次序及方式運用誌賬款項以支付信用卡賬戶項下任何未清償之款項。
- (d) 受第 11 條條款之規限，信用卡及／或虛擬卡可被使用：
- (i) 於本行不時按其絕對酌情權決定並通知持卡人信用限額內；
  - (ii) （如屬信用卡）於信用卡正面所刻印生效日期（如有）至到期日之期間內或本行不時指定之期間內；及
  - (iii) （如屬虛擬卡）於本行不時指定之期間內。
- (e) 除本合約另有訂明外，持卡人使用信用卡、私人密碼及／或虛擬卡（視情況而定）之權利將於下文情況下立即被終止：

- (i) 當第 11 條條款所述之情況發生；或
  - (ii) 當持卡人根據第 9 條條款向本行作出報告，而該報告獲本行確認。
- (f) 若持卡人遺失或損毀其信用，或需要更換、補發或增發信用卡，或持卡人要求新發、補發或增發虛擬卡賬戶號碼時，本行可按其酌情權決定發出該張信用卡或虛擬卡賬戶號碼（視情況而定），並收取收費表內列明之費用。
- (g) 信用卡及虛擬卡賬戶號碼不得轉讓及只可供持卡人使用。任何持卡人均不可將信用卡賬戶及虛擬卡賬戶質押作為抵押品或以其他方式使其負債或作任何其他目的。
- (h) 持卡人一旦接獲本行通知其信用卡賬戶已超逾信用限額，不論於任何時間發生，亦不論本行是否已就此作出要求，持卡人必須立即向本行繳付超出信用限額之款額。本行可就超逾信用限額的每期月結單收取收費表內列明的超逾信用限額費用。持卡人可透過由本行所提供的渠道選擇拒絕接受超逾信用限額授信安排。然而，此項選擇拒絕接受功能不適用於八達通自動增值服務、不需授權而批出之交易、外匯兌換及非本行所能控制的任何其他交易，而持卡人須按上文所述，立即繳付由此等交易所產生的任何款額。
- (i) 持卡人針對任何 VISA / 萬事達卡合約商戶、貨物 / 服務供應商、核准證券交易商或終端機經營商而提出之任何投訴或申索，須由有關雙方解決，雙方之間存在任何申索或爭議並不解除或影響持卡人清償任何尚欠本行之款項之義務。
- (j) 使用信用卡及 / 或虛擬卡須受本行指定於使用時生效之條款及條件所約束，包括第 10 條條款所作出之任何修改或增補。
- (k) 持卡人只可使用信用卡、虛擬卡、信用卡賬戶、虛擬卡賬戶及本行其他服務作有效及合法用途。持卡人不可將信用卡、虛擬卡、信用卡賬戶、虛擬卡賬戶及本行之其他服務用作或涉及賭博或其他在任何適用法律下屬違法之交易作付款及本行保留權利拒絕處理或支付任何涉及或任何懷疑涉及賭博或非法活動之交易。倘若持卡人使用或容許任何人士使用信用卡、虛擬卡、信用卡賬戶、虛擬卡賬戶及本行其他服務作任何用途，則持卡人須就有關使用而負責，並須全數償付及彌償因該等使用或因持卡人違約而令本行、**Visa International Service Association**、**MasterCard Worldwide** 及 / 或其他有關機構 / 人士（視情況而定）產生或蒙受之所有款項及開支（包括法律費用）以及所有其他損失、債務及損害。
- (l) 本行毋須就信用卡或虛擬卡不獲任何終端機或商戶接納而負責。
- (m) 持卡人須遵守所有不時生效並與任何信用卡賬戶及 / 或虛擬卡賬戶交易有關的法例、法規、守則、指引及通知，包括任何反洗黑錢及恐怖份子籌資活動的法例及法規，及所有有關信用卡及 / 或虛擬卡的外匯交易的法例、法規、守則、指引及 / 或通知，包括但不限於有關在中國使用信用卡及 / 或虛擬卡的法例及法規。本行有權全權決定採取本行認為審慎及適當的任何行動（包括但不限於披露任何資料或文件）以遵守該等法例、法規、守則、指引及 / 或通知。

## 5. 賬單

- (a) 本行將向持卡人（或倘若屬綜合賬戶，則予主卡持卡人）發出月結單（當信用卡賬戶自上一份月結單起沒有交易及結欠則屬除外）列明有關所有交易及年費、利息、服務費或其他收費之扼要記錄。
- (b) 月結單須顯示：
- (i) （如適用，就主卡 / 主虛擬卡及 / 或每張附屬卡 / 附屬虛擬卡而言）於月結單發出日以港元計算之月結單結欠；
  - (ii) 最後還款日期；
  - (iii) 最低還款額；及
  - (iv) 倘若交易涉及在香港以外之簽賬及 / 或港元以外之貨幣，相等於該交易額的港元款額（按本行參考 **Visa International Service Association**、**MasterCard Worldwide** 及 / 或其他中介人或服務供應商於折算當日釐定的匯率計算），加上本行訂定的徵費、連同 **Visa International Service**

Association、MasterCard Worldwide 及／或其他中介人或服務供應商向本行收取的交易費用（如適用者）。

- (c) 持卡人必須審閱月結單，在無任何明顯的錯誤的情況下，在所有目的而言被視作持卡人接受月結單為準確無誤，但持卡人於月結單發出日 60 日內以書面通知本行任何指稱錯誤或遺漏或未獲授權之交易或本行通知持卡人有關錯誤則除外。若持卡人於指定期間內並未通知本行有任何指稱錯誤或遺漏或未獲授權交易，則本行之記錄在各方面及目的而言均屬最終的紀錄，具決定性，並對持卡人具有約束力。若未獲授權交易是在下列情況產生，則除外：
- (i) 因任何第三方（包括持卡人的任何僱員、代理人或僱工）的偽造或欺詐行為而產生的未經授權交易，而本行未有就該等偽造或欺詐行為作出合理的小心及謹慎處理；
  - (ii) 因本行的任何僱員、代理人或僱工的偽造或欺詐行為而產生的未經授權交易；或
  - (iii) 因本行或其任何僱員、代理人或僱工的過失或疏忽而引致的其他未經授權交易。
- (d) 持卡人同意：
- (i) 倘若未收到月結單或定期月結單，須通知本行；及
  - (ii) 按本行要求即時繳付予本行信用卡賬戶之全部結欠。
- (e) 持卡人須負責清還信用卡賬戶內尚未繳付之全部結欠，及任何已生效或產生但尚未從信用卡賬戶扣除之收費或費用。在受限於所有適用法例之情況下，本行有權根據本合約訂明之方式及根據收費表就持卡人尚未清還之所有款項收取利息及所有其他財務費用。

## 6. 收費

持卡人同意繳付在收費表內列明及可由本行不時收取及／或記入有關信用卡賬戶之費用、收費及付款，包括（但不限於）下列收費及費用。

### (a) 財務費用

- (i) 就現金貸款而言，就尚未償還之現金貸款每日結餘將向持卡人收取財務費用，財務費用由有關貸款日期起，直至貸款金額清還之日為止。
- (ii) 倘本行於最後還款日期或之前收到月結單結欠之全數款額，則不會就使用信用卡或虛擬卡租用或購買貨品及／或服務而收取任何財務費用。
- (iii) 倘持卡人繳付少於月結單結欠之款額，則需要繳付：
  - (A) 自月結單日起尚未繳付之每日結欠（不論到期與否）之財務費用，直至月結單結欠中尚未繳付之款額全數清還為止；及
  - (B) 新交易款額之財務費用，即使任何該等新交易款額尚未到期繳付，亦須由所有新交易於過賬當日起計算（現金貸款除外，其財務費用由貸款當日起計算），直至有關信用卡賬戶之所有尚未繳付款額全數清還為止。
- (iv) 上文財務費用將按收費表內列明之收費基準逐日計算。

### (b) 遲繳費用

倘於最後還款日期尚未繳付月結單所列明之最低還款額，本行將按收費表內列明之收費基準收取遲繳費用。

### (c) 現金貸款手續費

現金貸款手續費將就每筆現金貸款，按收費表內列明之收費基準收取。

### (d) 服務費

年費將按收費表內列明之費用，並於每年本行所指定之日期收取。除所有或任何實際收費、費用及開支外，本行亦會收取收費表內列明之服務費，作為本行提供與信用卡賬戶有關之任何月結單紀錄或副本或銷售單據之收費。

### (e) 付款退回手續費

付款退回手續費，須繳付按收費表內列明之手續費。

### (f) 補發信用卡費用

補發信用卡須繳付按收費表內列明之手續費。

- (g) 提取信用卡結餘費用  
持卡人每次提取信用卡賬戶中的結餘須繳付收費表內列明之手續費。
- (h) 其他費用  
本行可能不時收取之其他費用、收費及開支已在收費表內列明。

## 7. 還款

- (a) 最低還款額
  - (i) 持卡人同意於最後還款日期或之前最少繳付月結單列明之最低還款額。最低還款額以本行不時絕對酌情訂定之收費基準計算，再加上任何超逾適用信用限額之款額。
  - (ii) 持卡人可繳付多於最低還款額之任何款額。除非持卡人全數繳付月結單結欠，否則，根據第 6(a) 條條款須繳付財務費用。
  - (iii) 倘上期月結單上之最低還款額尚未全數清還，則任何逾期最低還款額將被納入現行月結單之最低還款額中。
- (b) 分期還款
  - (i) 本行有絕對酌情權依據本行認為合適之條款及條件（例如分期付款的金額及期數）批核持卡人就分期每月償還任何交易之申請。申請一經批核，持卡人將不能取消，而本行有權從信用限額中扣起尚未支付的每月還款的總和。
  - (ii) 本行將會每月從信用卡賬戶扣除每月還款。此外，本行將會從信用卡賬戶扣除於收費表及／或任何其他與持卡人之通訊中列明之手續費，而有關手續費將不予退還。有關手續費及每月還款將顯示於月結單中，並為月結單結欠的一部份。
  - (iii) 本行可於任何時候在毋須通知持卡人之情況下從信用卡賬戶扣除所有未償還之每月還款。
  - (iv) 本行不會就持卡人之申請遭拒絕或持卡人須立即償還所有未償還之每月還款而負上任何責任。本行保留權利於任何時間在毋須通知持卡人之情況下取消分期還款計劃。所有本行就分期還款計劃之決定將為最終及對持卡人具約束力。
- (c) 所有付款須先行用以清還最低還款額；其次則用以清還現金貸款；第三用以清還分期還款；第四用以清還租用及／或購買貨品及／或服務之款額。
- (d) 還款將按本行不時規定之形式進行。倘若通過客戶服務終端機繳付款項，該付款將受終端機之條款及條件或本行之交易紀錄所規範。
- (e) 任何商號與持卡人之間就已租用或購買之貨品及服務產生爭議及申索（如有），將由持卡人自行解決，本行對商號提供之貨品及服務或任何商號拒絕接受任何信用卡或虛擬卡賬戶或履行其責任概不負責。
- (f) 每名持卡人（包括主卡持卡人及任何附屬卡持卡人）謹此同意在不損及由法律或根據任何其他協議賦予之權利下，本行可於毋須預先通知的情況下，隨時將該持卡人有關其銀行賬戶的任何結存（不論以任何形式（包括往來賬戶及定期賬戶）及任何貨幣，亦不論是單獨持有或與其他人士聯名持有）予以抵銷或轉賬，以清還或支付該持卡人信用卡賬戶項下尚欠本行之所有款額。就某些或有或於將來到期應付本行之款項，如本行真誠認為謹慎或合理，本行對該持卡人將任何款項記入該持卡人任何賬戶之貸方之責任（就足夠涵蓋該款項而言）將被暫時終止，直至該或有或將來之事件發生為止。為免生疑問，唯有待該持卡人全數清還根據本合約所產生之責任、負債及尚欠本行之款額後，本行方會將該等款項或存款退還予持卡人。
- (g) 付款將於本行實際收妥該款項後，並在無任何抵銷、索償、條件、限制、扣除或預扣之情況下方被視作有效。
- (h) 付款須於本行全面收妥結算款項後，方被本行視作妥收，並貸記於信用卡賬戶內。倘以外幣付款，則須經本行不時絕對酌情訂定之當時匯率計算，以一般做法換算成港幣，並在扣除所有收款、收費及費用後，該等付款方被貸記於信用卡賬戶內。



- (i) 持卡人若指示本行將尚未繳付之結欠款額貸記入信用卡賬戶內，及將相同的款額自持卡人為任何目的在本行開設的其他賬戶中扣除，藉此作出付款，則本行將有權（但並非必須）執行該項指示。
  - (j) 倘屬綜合賬戶，主卡持卡人須對按本合約項下有關信用卡賬戶所欠之所有款項（包括由本合約項下任何附屬卡、附屬虛擬卡或附屬卡持卡人進行、產生及／或當作進行或產生的）承擔責任，但附屬卡持卡人只須就該附屬卡持卡人或其附屬卡或附屬虛擬卡所進行、產生或被當作進行或產生有關信用卡賬戶之所有欠款承擔責任。本行根據此第 7(j) 條條款及第 5 條條款所決定主卡持卡人及／或附屬卡持卡人分別應付之款項將在無明顯錯誤的情況下應為終局證據，並對主卡持卡人及附屬卡持卡人具約束力。
  - (k) 儘管本合約有任何規定，持卡人須應本行不時及於任何時間之要求，全數清償本合約項下所有尚欠本行之款項。
8. 退還信用卡結餘
- 本行於任何時間、不論因任何原因及在毋須預先通知的情況下，將行使其絕對酌情權把信用卡賬戶內之任何正數結餘退還予持卡人，但在任何情況下，倘信用卡賬戶正數結餘多於港元 350,000，本行將於 60 天內退還正數結餘。為此而言，信用卡賬戶內之正數結餘不包括受爭議的支賬額但包括因商戶退款所引致的結餘。
9. 遺失、被竊及未獲授權交易
- (a) 信用卡（包括主卡及／或任何附屬卡）一旦遺失、被未獲授權使用或被竊或私人密碼或虛擬卡賬戶號碼被（或懷疑被）任何未獲授權人士知道，或懷疑有任何與持卡人之信用卡賬戶號碼相同或擬就信用卡賬戶而發行之偽造信用卡，或懷疑有任何未獲授權使用任何信用卡或虛擬卡賬戶號碼，持卡人在切實可行的合理情況下，須盡快致電本行 24 小時熱線 (852) 3768-8811（或其他由本行不時訂明的電話號碼）通知本行，並於隨後 24 小時內（或本行不時訂明的其他期間內）以書面確認。在持卡人身份被核實後，本行可按聲稱持卡人者發出的任何口頭指示行事及本行毋須就因此而採取的任何行動向持卡人負責，亦不會因此解除持卡人的任何責任。
  - (b) 若持卡人已盡力及以真誠態度行事（包括根據第 3 條條款採取防範措施及按照第 9(a) 條條款通知本行），則持卡人毋須因下列情況而產生的損失及損害負責：
    - (i) 持卡人未收到信用卡前，卡被誤用；
    - (ii) 於持卡人將失卡、被竊及／或未經授權使用信用卡等情況正式通知本行後發生的任何未經授權交易；
    - (iii) 終端機或其他系統發生的故障，引致持卡人蒙受損失及損害，惟若有關故障是明顯的，或已顯示故障信息或通告則除外；及
    - (iv) 交易是以偽造的信用卡進行的。
  - (c) 在受第 9(d) 條條款規限的情況下，若持卡人並無作出任何欺詐或嚴重疏忽行為，並在發現信用卡遺失、被竊或被未經授權使用或私人密碼或虛擬卡賬戶號碼被其他人知道後，在切實可行的合理情況下盡快通知本行，則持卡人對信用卡遺失、被竊或被未經授權使用所負責任，將不會超過 500 港元。
  - (d) 儘管本文有任何相反之規定，倘持卡人因欺詐或嚴重疏忽或因持卡人未能作出適當之步驟（包括第 3 條條款所述或本行不時指定之其他方式）保管信用卡、私人密碼及／或虛擬卡賬戶號碼，或未能於發現信用卡遺失或被竊、或私人密碼或虛擬卡賬戶號碼被任何未獲授權人士知道後在切實可行的合理時間內盡快向本行報失、報被竊或被未經授權使用，則持卡人須全數補償本行所出現或蒙受之所有損失及／或其他負債或損害。
  - (e) 倘持卡人於最後還款日期之前通知本行任何未獲授權之交易，並於本行就此進行調查期間扣留該筆具爭議之款額，而倘本行事後發覺



持卡人所作出之爭議是毫無根據時，則本行保留權利就該筆具爭議款額再行訂定任何利息及／或財務費用，由該段期間之過賬日開始計算（如屬現金貸款，財務費用由貸款當日起計算的情況除外），直至全數清還該筆具爭議之款額連同按本行不時訂定之收費基準計算之所有有關利息及財務費用為止。

#### 10. 修訂及增補

- (a) 本行保留隨時修訂及補充本合約條款之權利，包括（但不限於）收費表列明之任何收費或費用之收費基準及付款方式或訂定於本行所規定日期不時生效之附加條款，惟於對持卡人的費用、收費及責任或義務有所影響的任何修改條款及條件生效之前，本行須向持卡人發出不少於 **30** 天通知（如任何修訂涉及年息之增加或本合約之條文及條款有重大改變時，本行將給予持卡人不少於 **60** 天通知及通知持卡人倘持卡人不接納該等修改，則持卡人可取消其信用卡賬戶），若有關修改是在本行控制範圍以外則不在此限。
- (b) 倘持卡人不接納該等修訂或增補，持卡人須於本行訂定之該等修訂生效日期之前以書面通知本行終止信用卡賬戶及信用卡及虛擬卡之使用，並將信用卡交還本行。
- (c) 倘持卡人於第 **10(b)** 條條款所述之有關日期後繼續保留其信用卡或以其他方式維持信用卡賬戶或使用信用卡或虛擬卡，持卡人則被視為無條件接納及同意該等修訂。
- (d) 本行可按第 **14(b)** 條條款於月結單上指明或以本行決定之其他方式通知持卡人本合約條款之修訂或增補。

#### 11. 違反、終止、取消及暫時終止

- (a) 倘持卡人違反本合約之條款，本行有權終止本合約，即使本行及持卡人先前有任何相反之協議或安排，持卡人（除第 **7(j)** 條條款另有規定外）須應要求向本行清還：
  - (i) 在要求（或其後之要求）提出當日應付之所有款項，不論已否列於月結單之月結單結欠內；及
  - (ii) 因持卡人使用信用卡及／或虛擬卡而合理地引致之所有損失、損害、合理費用及開支（包括本合約所載之法律費用及收債人費用）。
- (b) 終止、取消及暫時終止
  - (i) 倘持卡人逝世、破產、無償債能力或喪失法律身分或發生本行認為適當之任何其他事件，信用卡及／或虛擬卡之使用可於毋須作出通知之情況下即時被終止。
  - (ii) 本行保留其絕對酌情權終止、取消、暫時終止、撤回或撤銷信用卡及／或虛擬卡之任何使用及因此而提供之任何服務或不批准任何交易（包括銀行交易及證券買賣交易），不論有否事先發出通知或給予理由。本行概不負責持卡人因該等終止、取消、暫時終止或不批准而直接或間接引致之任何性質之損失或損害，及在此情況下，持卡人須按要求將信用卡交回本行及／或停止虛擬卡之使用。
    - (A) 主卡持卡人可於任何時間根據第 **11(b)(ii)(C)** 條條款列載之方式終止、取消或暫時終止信用卡（包括主卡及任何附屬卡（視情況而定））及／或虛擬卡（包括主虛擬卡及任何附屬虛擬卡）之使用，並於本行實際收到有關書面通知及（如適用）信用卡時生效。倘主卡持卡人向本行要求終止、取消或暫時終止附屬卡之使用，而附屬卡並未於同一時間交回本行，則本行（如受主卡持卡人要求）有權按辦理失卡之程序停止附屬卡之任何使用。主卡持卡人將就使用該附屬卡而產生之所有及任何款項負責，直至該附屬卡已退還或本行能完成辦理失卡程序為止。主卡持卡人須支付實行該等程序之所有及任何有關費用。
    - (B) 附屬卡持卡人可於任何時間根據第 **11(b)(ii)(C)** 條條款列載之方式終止、取消或暫時終止附屬卡或附屬虛擬卡之使用，並於本行實際收到有關書面通知及（如適用）

信用卡時生效。

- (C) 任何終止、取消或暫時終止信用卡及／或虛擬卡之使用之通知須由持卡人以書面形式提出，並（如適用）須於同時間將信用卡（如適當，主卡及／或任何附屬卡）交回本行。每張交回之信用卡將被妥當地損毀，其正面右上角將被剪去以確保其激光防偽標誌及磁帶均被剪毀。
  - (D) 除第 7(j) 條條款另有規定外，主卡持卡人及每名附屬卡持卡人須根據本合約就有關信用卡賬戶進行之所有及任何交易及所有應付本行之款項（無論於交回信用卡之前或之後進行或產生）負責。
- (iii) 在不影響第 7(b)(iii) 的情況下，倘本行全數結清或同意全數結清持卡人租用或購買之貨品及／或服務，而持卡人同意透過信用卡賬戶將貨品及／或服務之租金及購價（無論全部或部分）分期付款給本行，當無論基於任何理由終止或取消信用卡（包括主卡及任何附屬卡）或（視情況而定）虛擬卡（包括主虛擬卡及任何附屬虛擬卡）之使用時，持卡人尚欠本行之所有未償還分期付款應立即到期應付。此外，持卡人須於終止或取消後，即時清還所有尚未清還給本行的分期付款（無論本行已否作出要求亦然）。
  - (iv) 無論以任何理由終止、取消或暫時終止信用卡及／或虛擬卡，第 11(a)(i) 及 (ii) 條條款之規定應適用，而本行可自行酌情決定是否結清持卡人或其代表在該等終止、取消或暫時終止之前或之後進行之交易。在不影響本行之其他權利下，於信用卡及／或虛擬卡終止、取消或暫時終止後，本行有權根據第 6 條條款指定之收費基準就任何尚欠款項每日徵收收費及費用，並由該信用卡及／或虛擬卡終止、取消或暫時終止日期起計直至持卡人全數清還其尚欠本行之所有結欠為止（不論在判決之前或之後）。
  - (v) 無論以任何理由終止、取消或暫時終止信用卡及／或虛擬卡，或信用卡及／或虛擬卡遺失、被未獲授權使用或被竊或懷疑遺失、被未獲授權使用或被竊，持卡人須立即取消、暫時終止或終止所有須從信用卡賬戶付款，並以第三方為受益人之尚未執行付款指示或授權，使無進一步轉賬交易可透過信用卡賬戶或信用卡及／或虛擬卡之使用而進行。

## 12. 責任豁免

- (a) 本行就下列事項對持卡人直接或間接造成之損失或損害概不負責：
  - (i) 任何提供之貨品或服務有任何缺損或申索；
  - (ii) 任何人士或終端機拒絕承認或接納信用卡或虛擬卡；
  - (iii) 任何終端機之故障，如該故障是明顯的，或已於終端機顯示故障信息或通告；
  - (iv) 非持卡人作出之交易；
  - (v) 任何人士要求退回信用卡之聲明或任何人士作出與此有關之行動；
  - (vi) 本行行使其權利要求或促使於刻印在信用卡上之到期日之前退回信用卡，不論該要求及退回是由本行或任何其他人士或終端機作出及／或促使；
  - (vii) 本行按第 11 條條款行使其權利終止、取消、暫時終止、撤回或撤銷任何信用卡或虛擬卡或信用卡賬戶；
  - (viii) 持卡人因任何退回信用卡之要求或任何人士拒絕承認或接納信用卡及／或虛擬卡而引起之信用或聲譽之損害；及
  - (ix) 任何本行控制範圍以外之情況。
- (b) 每名持卡人須就使用信用卡及／或虛擬卡作出之所有交易負責，即使其並無簽署任何銷售單據及／或已超逾本行訂定之信用限額。該等並無持卡人簽署而作出之交易之種類包括（但不限於）透過電話、傳真或郵遞、各類電子交付渠道（包括（但不限於）互聯網及流動電話）、直接付款授權書作出之指示，或於自動櫃員機（不論該設施是否屬於本行）、商號之銷售點終端機或其他本行不時批准之設施使用信用卡。

### 13. 第三者權利

本合約立約方以外的其他人（在本條下稱「第三者」），並沒有《合約（第三者權利）條例》項下享有強制執行本合約任何條款的權利或其他任何利益。為免疑問，本合約可被撤銷、更改或補充，而在所有情況下毋須徵求第三者的同意或給予第三者任何通知。

### 14. 通訊

(a) 並非為主卡持卡人之每名持卡人茲不可撤銷地委任主卡持卡人作為其代理人，接受本行送達彼之：

- (i) 月結單，包括月結單所構成的付款要求及本合約規定載於月結單上的任何通知；
- (ii) 本行根據本合約之任何條款或就本合約或其他有關本合約作出或發出之任何其他要求、通訊或通知；及
- (iii) 有關本合約之任何法律訴訟之法律程序文件。此外，如任何由本行發給主卡持卡人之上文文件已按第 14(b) 條條款列載之方式寄予及送達主卡持卡人，則該等文件將被視作已發給每名附屬卡持卡人。

(b) 第 14(a) 條條款所述之任何文件可用普通郵遞寄到主卡持卡人常用或根據本行紀錄最後為人得悉之地址，假如該等文件是寄往在本港之地址，則以投郵日期兩天後當作已妥為送達；假如地址在香港以外，則以投郵日期七天後當作已妥為送達；若是法律程序文件，則時限分別改為七日及廿一日。寄予持卡人之物品之郵誤風險概由持卡人承擔。所有由持卡人寄予本行之通知或其他通訊將於本行實際收到之日期當作送達。

(c) (i) 儘管本合約有任何相反之規定，本行已被要求及已獲授權按照及依靠可能或擬由持卡人給予之任何指示或其他通知或通訊（就此分條而言每一個稱為「通知」）行事。

(ii) 本行可如上文般按本行真誠地相信為真實及由持卡人發出之任何通知行事，並可（惟非有責任）查證或核實以持卡人名義作出或擬作出通知之任何人士之簽署或身份之真實性或真確性。

(iii) 每名持卡人承諾，對於本行依據其收悉之上文任何通知而行事或忽略行事所招致或產生之所有索償、要求、行動、法律訴訟、損害、損失、合理費用及開支，均予以賠償。

(iv) 本行對任何該等通知所作之紀錄為具有決定性，並對以其名義發出通知之持卡人具約束力。

### 15. 在港以外簽賬／港幣以外貨幣簽賬交易費用

在香港以外之簽賬及／或用港元以外之貨幣進行之交易款額須於記入信用卡賬戶之借方（或貸方，視情況而定）前兌換為港幣。本行將有權以本行規定之任何貨幣支付與本合約有關之任何款項。若因本合約所需將某種貨幣兌換為另一種貨幣，有關之兌換率將由本行本著真誠運用絕對酌情權訂定，而所指定之兌換率具終局性，並對持卡人具有約束力。持卡人須支付本行所訂定百分率之額外徵費、連同 **Visa International Service Association**、**MasterCard Worldwide** 及／或其他中介人或服務供應商因有關外幣、外幣匯兌、匯款及電匯向本行收取的任何收費及費用予本行。

### 16. 強制執行時之開支

(a) 持卡人確認及同意本行可委任代收債項代理及／或機構收取根據本合約持卡人所欠本行之任何款項。

(b) 持卡人茲同意向本行就其因追收或擬追收根據本合約持卡人應付之任何款項或因強制執行本合約之任何條款及條件而合理地產生之任何及所有合理金額之費用及開支（包括法律及收債人費用及開支）向本行作出賠償及彌償。

### 17. 自動櫃員機設施

(a) 除現金貸款及存入信用卡賬戶之款項外，所有經自動櫃員機進行之交易（「自動櫃員機交易」）將不會列載於月結單內，但將會列載於有關銀行賬戶之月結單、存摺或其他交易紀錄內。本行有關自動櫃員機交易之紀錄為決定性的，並在各方面對（明顯錯誤除外）持卡人具有約束力。

- (b) 除本合約之條款及條件另有規定外，銀行賬戶將分別受適用於銀行賬戶之現行規定及規例及本行不時訂明管限銀行賬戶透過自動櫃員機或任何其他設施或終端機以電子方式繳款或轉賬之規則及規例所管限。持卡人如不需再使用自動櫃員機設施進行銀行交易，須以書面通知本行。

## 18. 簽賬獎賞計劃

由本行發出之 VISA / 萬事達信用卡或任何其他信用卡（不論主卡 / 主虛擬卡或附屬卡 / 附屬虛擬卡）之有效持卡人可參與任何本行不時舉辦之簽賬獎賞計劃（「優惠計劃」）（包括但不限於禮品換領計劃及現金回贈計劃）。持卡人可依據本行訂下之條件而轉換任何優惠計劃。優惠計劃之部份主要條款及條件概述如下：

- (a) 持卡人於零售交易中使用任何信用卡或虛擬卡，可就其消費而獲得本行不時絕對酌情訂定數額之優惠積分或現金回贈，惟現金貸款、賭場籌碼交易或其他由本行不時決定之豁除交易除外。任何優惠積分或現金回贈將於月結單上列明（現金回贈將會記入信用卡賬戶內）。如有退貨或貸記調整交易，則所得之任何優惠積分或現金回贈亦將遭沖銷記賬。
- (b) 倘屬綜合賬戶，任何附屬卡或附屬虛擬卡所得之優惠積分或現金回贈將撥入其所屬之綜合信用卡賬戶及於優惠計劃下合併使用。
- (c) 每張信用卡或虛擬卡之優惠積分累積期間，為本行不時絕對酌情訂定之期間（「有效期間」），除非信用卡賬戶提早終止、取消或暫時終止。在不抵觸上述規定的情況下，優惠積分可於有效期間屆滿之曆月之最後一日或之前使用，而仍未使用之優惠積分將會被取消。
- (d) 本行有權不時在毋須事先通知或事先獲得持卡人同意的情況下：
- (i) 不時修訂任何優惠計劃之條款及條件及 / 或訂定附加條款，並可於指定之日期生效；
  - (ii) 於任何時間暫時終止、取消及 / 或終止任何優惠計劃；
  - (iii) 更改及 / 或增加任何優惠計劃所給予之特權及優惠之種類；
  - (iv) 不給予持卡人任何優惠積分或現金回贈，或不批准持卡人使用任何優惠積分；及
  - (v) 按本行不時酌情決定認為適當之準則，或在信用卡賬戶終止、取消或暫時終止時（不論任何理由），取消所有或部分持卡人累積之優惠積分。
- (e) 優惠計劃之詳情由本行按其獨有酌情權訂定，並受本行不時提出之條款及條件所限制。所有本行就任何優惠計劃之決定將具決定性並對持卡人具約束力。

## 19. 轉委信用卡服務

持卡人同意，本行可絕對酌情決定，按本行認為適當之條款及條件，在毋須通知持卡人的情況下，將運作信用卡、虛擬卡及 / 或有關產品之任何服務轉委（並有全權不受限制地再轉委）予本行之代理人或本行可不時揀選之任何第三者（包括，但不限於，卡聯有限公司）。本行並無責任將存在任何有關轉委或與此有關之任何事項通知持卡人。

## 20. 法律及語文

- (a) 本合約將按香港法律詮釋。每名持卡人（包括主卡持卡人及任何附屬卡持卡人）及本行同意接受香港法院行使非專屬司法管轄權及本合約之條款可在持卡人或其資產所在之任何地方執行。
- (b) 若本合約之任何條款及條件在任何時間屬於或變為不合法、失效或不能執行，該條款及條件應被視作自動從本合約分離，而其他條款之合法性、有效性及可執行性均不因此而受任何影響。
- (c) 本合約中之規定，並不摒除或限制任何香港法律所禁止摒除或限制之責任。
- (d) 本合約以英文撰寫，中文本僅作參閱之用。倘中、英文本之條款及條件有歧異，則以英文本為準。

## 21. 其他事項

在不影響本合約之其他規定下，倘若持卡人將離開香港超過一個月，則須於其離港前就清還信用卡賬戶之款項作出安排。

生效日期：2016年1月1日

## 1. Definitions

(a) In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:-

- (i) "Approved Securities Dealer" means Chong Hing Securities Limited and/or such other securities dealer(s) as the Bank may approve at its absolute discretion.
- (ii) "Bank" means Chong Hing Bank Limited, its successors and assigns.
- (iii) "Bank Account" means an account of the Cardholder (other than a Card Account) maintained with the Bank through which the Cardholder is entitled to effect Banking Transaction.
- (iv) "Banking Transaction" means a transaction effected through a Bank Account by the use of the Card and the PIN.
- (v) "Card" means, as appropriate, any VISA/MasterCard credit card or any affinity card or any other credit card or card product issued by the Bank alone or in conjunction with any other Person to a Cardholder from time to time, either as a Principal Card or as a Supplementary Card.
- (vi) "Card Account" means the account opened and maintained with the Bank in connection with the use of the Card (including the Principal Card and any Supplementary Card) and/or the Virtual Card (including the Principal Virtual Card and any Supplementary Virtual Card) and reference to "Card Account" shall include Virtual Card Account. The expression "joint account" means the account opened and maintained with the Bank in the name of the Principal Cardholder in respect of the Principal Card and all Supplementary Card(s) and/or (as the case may be) in respect of the Principal Virtual Card and all Supplementary Virtual Card(s).
- (vii) "Cardholder" means the Person in whose name a Card/Virtual Card is issued by the Bank (including in the case of a joint account, the Principal Cardholder and any Supplementary Cardholder) and, where the context permits or requires, his personal representative(s) and lawful successor(s).
- (viii) "Charges Table" means the schedule setting out the annual fees, finance charges, cash advance fee, late payment charge and other fees and charges from time to time in force and applicable to the Card.
- (ix) "Designated Scheme" means the scheme from time to time designated by the Bank for promotion of goods and/or services.
- (x) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- (xi) "Minimum Payment" means such minimum amount of the Statement Balance as the Bank may specify from time to time at its sole discretion which shall be paid by the Cardholder to the Bank on or before each Payment Due Date provided under Clause 7(a).
- (xii) "Payment Due Date" means the date on which the Statement Balance is due and payable by the Cardholder to the Bank as indicated in the Statement.
- (xiii) "PDP Ordinance" means the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong.

- (xiv) "Person" means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever.
- (xv) "PIN" means, in relation to a Cardholder, the personal identification number for the time being provided by the Bank to a Cardholder or selected by a Cardholder to enable the Cardholder to gain access to certain Terminals, the Bank Account, the Card Account and/or other services provided by the Bank from time to time.
- (xvi) "Principal Card" means a Card issued to a Principal Cardholder.
- (xvii) "Principal Cardholder" means a Cardholder at whose joint requests with another Person a Supplementary Card and/or a Supplementary Virtual Card is issued to that other Person, and in whose name a joint account is opened and maintained with the Bank.
- (xviii) "Principal Virtual Card" means a Virtual Card issued to a Principal Cardholder.
- (xix) "Securities Trading Account" means one or more designated account(s) or sub-account(s) opened and/or maintained by the Cardholder with the Approved Securities Dealer and approved by the Bank for the sale, purchase, holdings, settlement and other dealings in securities by such Cardholder with or through the Approved Securities Dealer from time to time.
- (xx) "Securities Trading Transaction" means any dealing or transaction in securities made or to be made on the designated Securities Trading Account.
- (xxi) "Statement" means a monthly statement and other statement of account sent by the Bank to a Cardholder, setting out the amount then due to the Bank in respect of the Card Account from time to time.
- (xxii) "Statement Balance" means the debit balance of the Card Account for any month owed by the Cardholder to the Bank in respect of Transactions as shall be specified by the Bank in the relevant Statement.
- (xxiii) "Supplementary Card" means a Card from time to time issued by the Bank to a Supplementary Cardholder at the joint requests of such Supplementary Cardholder and the Principal Cardholder.
- (xxiv) "Supplementary Cardholder" means a Person to whom a Card and/or a Virtual Card is issued at the joint requests of the Principal Cardholder and that Person.
- (xxv) "Supplementary Virtual Card" means a Virtual Card from time to time issued by the Bank to a Supplementary Cardholder at the joint request of such Supplementary Cardholder and the Principal Cardholder.
- (xxvi) "Terminal" means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal installed by the Bank or other Person through which Transactions may be effected.
- (xxvii) "Transaction" means any transaction effected through the Card Account or the use of the Card and/or the Virtual Card and reference to "Transaction" shall include Virtual Card Transaction and Securities Trading Transaction.

- (xxviii) "Virtual Card" means the credit card product and/or service offered by the Bank to a Cardholder from time to time (including Principal Virtual Card and its Supplementary Virtual Card) by means of a Virtual Card Account Number where no physical card will be issued in respect thereof and shall include VISA/MasterCard Virtual Card or other Virtual Cards from time to time issued by the Bank alone or in conjunction with any other institution.
  - (xxix) "Virtual Card Account" means an account opened and maintained with the Bank in connection with the use of the Virtual Card.
  - (xxx) "Virtual Card Account Number" means the account number assigned by the Bank to the Cardholder in respect of a Virtual Card enabling the Cardholder to make Virtual Card Transactions which are to be settled under the Virtual Card Account.
  - (xxxi) "Virtual Card Transaction" means any hire or purchase of goods and/or services effected through the Virtual Card Account or by the use of the Virtual Card Account Number via internet, telephone, fax, mail orders, computer, telecommunication, wireless, similar access device or other means as the Bank may from time to time determine (as the case may be).
  - (xxxii) "PRC" means the People's Republic of China.
- (b) In this Agreement, unless the context requires otherwise:-
- (i) words denoting one gender shall include all other genders;
  - (ii) words denoting the singular shall include the plural and vice versa;
  - (iii) references to any statute or statutory provisions shall where the context so admits or requires be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time;
  - (iv) references to clauses and provisions are references to clauses and provisions of this Agreement; and
  - (v) references to this Agreement and any document referred to herein are references to this Agreement and such document as from time to time amended, supplemented, novated, restated or replaced and any document which amends, supplements, novates, restates or replaces this Agreement or such document (as the case may be).
- (c) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

## 2. Applicability of this Agreement

Any and each use of the Card and/or the Virtual Card and operation of the Bank Account and/or Card Account (as the case may be) are subject to the terms and conditions of this Agreement from time to time in force and the Cardholder agrees to be bound by this Agreement upon his signature on the application form or the Card or upon his acknowledging receipt of the Card or the Virtual Card Account Number in such manner as the Bank may require or upon the use of the Card and/or the Virtual Card (whether or not he has acknowledged receipt of the Card and/or the Virtual Card Account Number).

## 3. The Card, PIN, Virtual Card Account Number and Card Account

- (a) **The Cardholder shall sign at the space provided on the Card as designated by the Bank immediately upon receipt**



of the Card from the Bank. The Cardholder shall also sign and return to the Bank immediately the acknowledgment of receipt of the Card and/or Virtual Card Account Number or shall acknowledge receipt of the Card and/or the Virtual Card Account Number immediately in such other manner as the Bank may require. The Cardholder shall at all times and from time to time fully indemnify the Bank or any other Person whomsoever against all losses and liabilities whatsoever suffered or incurred by the Bank or that Person in connection with or arising out of any failure or delay in so doing.

- (b) Every Card is the property of the Bank and must be surrendered to the Bank immediately upon demand by the Bank or its duly authorized agent at any time, notwithstanding that the expiry date embossed on the face of the Card may not have expired.
  - (c) **The Cardholder shall at all times have the sole responsibility for the safe custody and retention of the Card, the PIN and the Virtual Card Account Number and keep the Card safely under his personal control and the PIN and the Virtual Card Account Number secure and confidential at the Cardholder's risks. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card safe, the PIN and the Virtual Card Number confidential:-**
    - (i) **keep any record of the PIN separate from the Card and the record of the Virtual Card Account Number;**
    - (ii) **destroy the original printed copy of the PIN;**
    - (iii) **never write down the PIN on the Card or on anything usually kept with or near the Card or the record of the Virtual Card Account Number;**
    - (iv) **never write down or record the PIN or the Virtual Card Account Number without disguising it; and**
    - (v) **never use any easily accessible personal information such as telephone numbers or date of birth as the PIN.**
  - (d) **The Cardholder shall in all circumstances keep his PIN and the Virtual Card Account Number strictly confidential. The Cardholder must not allow or cause to be permitted any other Person to use the Card, the PIN and/or the Virtual Card Account Number. The Cardholder must not use the PIN for accessing other services (for example, connection to the internet or accessing other website). Upon notice or suspicion of the PIN or the Virtual Card Account Number being disclosed or known to any unauthorized Person or any unauthorized Transaction being or may be effected, the Cardholder must notify the Bank immediately.**
  - (e) The Card Account shall be subject to such credit limit(s) as may be determined by the Bank in its absolute discretion from time to time. In respect of a joint account, any credit limit(s) so determined by the Bank shall be allocated to the Principal Cardholder and all Supplementary Cardholder(s) in such proportions as the Bank may in its absolute discretion specify if the Bank sees fit to do so.
4. Use of the Card and/or the Virtual Card
- (a) **Subject to Clause 11, the Cardholder may use the Card to obtain cash by way of advance from any branches of the Bank operating in Hong Kong or other locations or Terminals as specified by the Bank from time to time. The amount of cash advance shall be within the available**

credit limit or any cash advance limit (which shall form part of the credit limit) as may be specified by the Bank from time to time, whichever is the lower, in respect of the relevant Card Account. Where a cash advance is to be obtained from a Terminal, the amount of cash advance will further be subject to the withdrawal limit of any Terminal operated or designated by the Bank and the availability of cash at the Terminal. **Notwithstanding anything to the contrary herein contained, the Cardholder may use the Virtual Card for Virtual Card Transaction only but not for withdrawal of cash.**

- (b) Subject to Clause 11 and with the prior written approval of the Bank (which approval may be given or withheld by the Bank at its absolute discretion), the Cardholder may use the Card and/ or the Card Account to settle any amount payable by such Cardholder to the Approved Securities Dealer under the designated Securities Trading Account opened and/or maintained with the Approved Securities Dealer for any Securities Trading Transaction thereunder. Where the Cardholder uses the Card and/or the Card Account to settle any amount payable to the Approved Securities Dealer according to this Clause 4(b), the Cardholder must also use the Card and/or the Card Account to settle any amount payable to such Cardholder by the Approved Securities Dealer under the designated Securities Trading Account as aforesaid if and when such Approved Securities Dealer or the Bank acting in its absolute discretion so requires.
- (c) Subject to the terms and conditions of this Agreement and any credit limit(s) as the Bank may at its absolute discretion from time to time impose:-
  - (i) where the Card and/or the Card Account is being used to settle any amount payable to the Approved Securities Dealer under the Securities Trading Account as aforesaid ("the debit amount"), a cash advance for the debit amount under the Card Account is deemed to have been requested by and made to the Cardholder on the settlement date and the Cardholder shall repay such cash advance and all interest, finance charge, fees (including cash advance fees) and other charges payable thereon in the manner contained in this Agreement; and
  - (ii) where the Card and/or the Card Account is being used to settle any amount payable to the Cardholder by the Approved Securities Dealer under the Securities Trading Account as aforesaid ("the credit amount"), the Cardholder irrevocably authorises (A) the Card Account to be credited with the credit amount on the settlement date (subject to the Bank actually having received the credit amount from the Approved Securities Dealer for account of the Cardholder) and (B) the Bank to apply the credit amount in payment of any amount outstanding under the Card Account in such order and manner as the Bank may at its absolute discretion determine.
- (d) Subject to Clause 11, the Card and/or the Virtual Card may be used:-
  - (i) within the irrespective credit limit(s) determined by the Bank in its absolute discretion and notified by the Bank to the Cardholder from time to time;
  - (ii) in the case of Card only, between the valid date (if any) and the expiry date embossed on the face of the Card or as notified by the Bank to the Cardholder from

- time to time; and
- (iii) in the case of Virtual Card, for such period as designated by the Bank from time to time.
- (e) **Unless otherwise provided herein, the Cardholder's right to use the Card, PIN and/or the Virtual Card (as the case may be) shall be terminated forthwith upon:-**
- (i) **the occurrence of any event mentioned in Clause 11; or**
- (ii) **the making of a report by the Cardholder to the Bank in accordance with Clause 9 which is acknowledged by the Bank.**
- (f) If a Cardholder loses or damages his Card or requires renewal, replacement or additional Card(s) or if a Cardholder requires a new, replacement or additional Virtual Card Account Number(s), the Bank may at its discretion issue such Card(s) or Virtual Card Account Number(s) (as the case may be) at a fee as set out in the Charges Table.
- (g) The Card and the Virtual Card Account Number are not transferable and may be used only by the Cardholder. The Card Account and the Virtual Card Account shall not be pledged or otherwise encumbered by any Cardholder as security or for any other purpose whatsoever.
- (h) The Cardholder shall immediately make good any amount in the Card Account in excess of the credit limit notified by the Bank, whenever incurred, by payment to the Bank whether or not a demand has been made by the Bank in connection therewith. **The Bank shall be entitled to charge an over limit charge as set out in the Charges Table in respect of each billing cycle in excess of the credit limit. The Cardholder may choose to opt-out from the over-the-limit facility via a channel provided by the Bank. The opt-out is however not applicable to Octopus Automatic Add Value Service, offline transactions, foreign currency conversions, and any other transactions beyond the Bank's control and the Cardholder is required to immediately make good any amount incurred from these transactions as aforesaid.**
- (i) Any complaints or claims from the Cardholder against any contracted VISA/MasterCard merchant, goods/services provider, Approved Securities Dealer or Terminal operators shall be resolved by the parties concerned and the existence of any claim or dispute between these parties concerned shall not relieve or affect the Cardholder's obligations to settle any sums outstanding to the Bank.
- (j) Use of the Card and/or the Virtual Card shall be subject to the terms and conditions in force at the time of use, including any amendments or additions provided in Clause 10, as prescribed by the Bank.
- (k) **The Cardholder shall use the Card, the Virtual Card, the Card Account, the Virtual Card Account and other service of the Bank for valid and lawful purposes only. In particular, the Cardholder shall not use or involve the Card, the Virtual Card, the Card Account, the Virtual Card Account and service of the Bank for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Transaction which (in the sole determination of the Bank) is or suspected to involve any gambling or illegal activity. If the Cardholder uses or allows or causes to be permitted any other Person to use the Card, the Virtual Card, the Card Account, the Virtual Card Account and other service of the Bank for any purpose, the Cardholder shall be responsible for such**

**use and shall be required to reimburse and indemnify the Bank, Visa International Service Association, MasterCard Worldwide and/or other relevant institutions/Persons (as the case may be) fully for all amounts and expenses (including legal fee) as well as all other losses, liabilities and damages which they may reasonably incur or suffer as a result of such use or breach by the Cardholder.**

- (l) The Bank shall not be responsible for the non-acceptance of the Card or the Virtual Card by any Terminal or merchant.
- (m) The Cardholder shall observe all applicable laws, regulations, codes, guidelines together with notices from time to time in operation in relation to any Card Account and/or Virtual Card Account transaction conducted with the Card and/or the Virtual Card, including any anti-money laundering and anti-terrorist financing legislation and regulations and all applicable foreign exchange laws, regulations, codes, guidelines and/or notices including without limitation those of the PRC in respect of the use of the Card and/or Virtual Card in the PRC. The Bank may take any action (including without limitation the disclosure of any information and documents) which as the Bank may in its sole discretion regard as prudent or necessary to comply with such laws, regulations, codes, guidelines and/or notices.

## 5. Billing

- (a) The Bank will issue to the Cardholder (or to the Principal Cardholder in the case of a joint account) a monthly Statement (except when there is no transaction and no outstanding balance on the Card Account since the last Statement) with a concise record of all Transaction(s) and the annual fees, interest, service charges or other charges payable.
- (b) The Statement shall indicate:
  - (i) the Statement Balance in Hong Kong dollars (where applicable, in respect of the Principal Card / Principal Virtual Card and / or each Supplementary Card / Supplementary Virtual Card) as at the date of the Statement;
  - (ii) the Payment Due Date;
  - (iii) the Minimum Payment; and
  - (iv) where a Transaction was processed outside Hong Kong and / or involved a currency other than Hong Kong dollar, the amount of Hong Kong dollars equivalent to such Transaction amount converted at a rate of exchange determined by the Bank with reference to the exchange rate adopted by Visa International Service Association, MasterCard worldwide and / or other intermediaries or services providers on the date of conversion, plus the Bank's levies charged at its prescribed rate and any transaction fee(s) charged by Visa International Service Association, MasterCard Worldwide and / or other intermediaries or service providers to the Bank, if applicable.
- (c) **The Cardholder must examine the Statement which, in the absence of any manifest error, shall be accepted by the Cardholder for all purposes as correct except to the extent that the Cardholder reports to the Bank in writing of any alleged error or omission or unauthorized transactions within 60 days of the date of the Statement or the Bank's notification to the Cardholder of an error.** The Bank's records shall, in all other respects and for all purposes, be final, conclusive and binding on the Cardholder if he fails to report to the Bank within the specified period any

alleged error or omission or unauthorized transactions, save and except unauthorized transactions arising from:

- (i) forgery or fraud by any third party (including any employee, agent or servant of the Cardholder) and in relation to which the Bank has failed to exercise reasonable care and skill;
  - (ii) forgery or fraud by any employee, agent or servant of the Bank; or
  - (iii) the default or negligence on the part of the Bank or any of its employees, agents or servants.
- (d) **The Cardholder agrees to:**
- (i) **inform the Bank if no Statement or regular Statement is received; and**
  - (ii) **pay the entire balance of the Card Account due to the Bank forthwith on demand.**
- (e) The Cardholder shall be liable to the Bank to settle the entire outstanding balance in the Card Account and any charge or fee effected or incurred but not then debited to the Card Account. The Bank shall be entitled to charge interest and all other finance charges on all amounts due from the Cardholder in the manner set out in this Agreement and in accordance with the Charges Table subject only to all applicable laws.

## 6. Charges

The Cardholder agrees to pay such fees, charges and payments set out in the Charges Table as may be charged by the Bank and/or debited to the relevant Card Account from time to time, which include without limitation the following charges and fees.

### (a) Finance Charge

(i) **For cash advance, a finance charge will be charged to the Cardholder on the daily unpaid cash advance balance from the respective dates of advance until the date of repayment of the advanced amount(s).**

(ii) No finance charge will be charged on any hire or purchase of goods and/or services effected through the use of the Card or the Virtual Card if the full amount of the Statement Balance is received by the Bank on or before the Payment Due Date.

(iii) **If the Cardholder shall pay less than the Statement Balance, a finance charge will be charged on:-**

**(A) the daily unpaid balance (whether due or not) from the statement date until the outstanding amount of the Statement Balance is repaid in full; and**

**(B) the amount of all new Transactions (other than cash advance, in which case the finance charge is calculated from the date of advance) from the date of the respective posting dates of the new Transactions, notwithstanding that any such new Transactions amounts are not due for payment, until all outstanding balance in respect of the Card Account is settled in full.**

(iv) The finance charge to be made as aforesaid will be calculated on a daily basis at the rate as set out in the Charges Table.

### (b) Late Payment Charge

**If at any time the Minimum Payment specified in a Statement has not been paid by the Payment Due Date, a late payment charge calculated at the rate as set out in the Charges Table will be charged.**

### (c) Cash Advance Fee

**A cash advance fee calculated at the rate as set out in the Charges Table in respect of the amount of each cash advance shall be charged.**

- (d) **Service Charge**  
An annual fee as set out in the Charges Table will be charged every year on a date as may be stipulated by the Bank. In addition to all or any actual costs, fees and expenses incurred, a service fee as set out in the Charges Table will be charged for the provision by the Bank of any records or copies of Statement or sales draft in connection with the Card Account.
- (e) **Rejected Payment Handling Fee**  
A handling fee as set out in the Charges Table will be charged for the rejected payment.
- (f) **Replacement Card Fee**  
A handling fee as set out in the Charges Table will be charged for the supply of a replacement Card.
- (g) **Credit Balance Withdrawal Fee**  
A handling fee as set out in the Charges Table will be charged in respect of each withdrawal of credit balance in the Card Account by the Cardholder.
- (h) **Other Fees**  
**Other fees, charges and expenses which may be charged by the Bank from time to time are set out in the Charges Table.**

## **7. Repayment**

- (a) **Minimum Payment**
  - (i) **The Cardholder agrees to pay at least the Minimum Payment as shown in the Statement on or before the Payment Due Date.** The Minimum Payment is calculated at the rate as the Bank may from time to time determine in its absolute discretion, plus any amount in excess of the applicable credit limit.
  - (ii) The Cardholder may pay any amount in excess of the Minimum Payment. **Unless the Cardholder pays the full amount of the Statement Balance, a finance charge will be payable in accordance with Clause 6(a).**
  - (iii) If the Minimum Payment of the previous Statement has not been settled in full, any overdue Minimum Payment will be incorporated into the Minimum Payment of the current Statement.
- (b) **Repayment by Instalments**
  - (i) The Bank has absolute discretion to approve, on such terms and conditions (such as the instalment amount and number of instalments) as it considers appropriate, any application by the Cardholder to repay a Transaction by monthly instalments. Once an application is approved, the Cardholder cannot cancel it and the Bank may withhold the total amount of all monthly instalments from time to time remaining outstanding from the available credit limit.
  - (ii) The Bank will debit from the Card Account the amount of each instalment on a monthly basis. The Bank will also debit a non-refundable handling fee as set out in the Charges Table and/or any other communication with the Cardholder. Any such handling fee and monthly instalments will be recorded in a Statement and included as part of the Statement Balance.
  - (iii) The Bank may at any time without notice require the Cardholder to repay all outstanding monthly

instalments by debiting the total amount thereof to the Card Account.

- (iv) The Bank is not liable to the Cardholder if his application is rejected or he is required to repay all outstanding instalments upon demand. The Bank reserves the right to cancel the repayment by instalments program at any time without prior notice to the Cardholder. All determinations made by the Bank in relation to the repayment by instalments program shall be final and binding on the Cardholder.
- (c) **Payment received shall be applied towards repayment of, firstly, the minimum payment; secondly, cash advances; thirdly, the instalment amount; fourthly, the amount in respect of hires and / or purchases of goods and / or services.**
- (d) Payment to the Bank may be made by such means as the Bank shall from time to time stipulate. If payments are made by the use of a customer activated Terminal, such payment will be made subject to the terms and conditions of the Terminal or the Bank's transaction records.
- (e) The Cardholder will directly settle his disputes and claims (if any) between merchants and the Cardholder for goods and services hired or purchased. The Bank will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept any Card or Virtual Card or honour any of his obligations.
- (f) **Each Cardholder (including the Principal Cardholder and any Supplementary Cardholder) hereby agrees that without prejudice to other rights conferred by law or under any other agreement, the Bank may at any time and without prior notice set off or transfer any monies standing to the credit of such Cardholder's bank accounts of whatever description (including current accounts and deposit accounts) and in whatever currency and whether held singly or jointly with others in or towards satisfaction or discharge of all sums due by such Cardholder to the Bank in connection with the Card Account. Insofar as any of the sums may only be due to the Bank contingently or in future, the Bank's liability to such Cardholder to make payment of any sums standing to the credit of any such accounts will, to the extent necessary to cover such sums, be suspended until the happening of the contingency or future event as the Bank may in good faith deem as prudent or reasonable. For the avoidance of doubt, such sums or deposits shall only become repayable to such Cardholder if and when all the obligations, liabilities and outstanding amounts due to the Bank by such Cardholder under this Agreement have been fully discharged.**
- (g) Payment to the Bank shall only be deemed to have been made when actually received by the Bank and without any set off, claim, condition, restriction, deduction or withholding whatsoever.
- (h) Payment to the Bank will only be deemed to have been received by the Bank and credited to the Card Account when received in good and cleared funds and if payment is made in foreign currency, the Card Account will only be credited with such payment after conversion by the Bank into Hong Kong dollars in accordance with its normal practice at the prevailing rate as determined by the Bank in its absolute discretion from time to time and after deduction of all collection costs and fees.



- (i) The Bank will be entitled (but not bound) to give effect to any instruction given by a Cardholder that payment may be effected by crediting the Card Account with the amount of the outstanding balance and debiting the like amount with such other account as may have been established by the Cardholder with the Bank for whatever purposes.
- (j) **In the case of a joint account, the Principal Cardholder shall be liable for all payments due in respect of the Card Account under this Agreement (including those effected or incurred or deemed to be effected or incurred by any Supplementary Card or Supplementary Virtual Card or the Supplementary Cardholder hereunder) but a Supplementary Cardholder shall only be liable for all payments due in respect of the Card Account under this Agreement which were effected or incurred or deemed to be effected or incurred by such Supplementary Cardholder or the Supplementary Card or Supplementary Virtual Card of such Supplementary Cardholder hereunder (as the case may be). The Bank's determination as to the respective amounts payable by the Principal Cardholder and/or the Supplementary Cardholder pursuant to this Clause 7(j) and Clause 5 shall, in the absence of manifest error, be conclusive and binding on the Principal Cardholder and the Supplementary Cardholder.**
- (k) Notwithstanding any provision in this Agreement, the Cardholder shall make full payment of all monies due to the Bank under this Agreement from time to time and at any time on demand by the Bank.

8. Refund of Credit Balance

The Bank shall at any time for whatever reason and without prior notice refund any balance standing to the credit in any Card Account(s) to the Cardholder at its sole discretion but in any event within 60 days should the credit balance exceed HK\$350,000. For such purpose, credit balance in a Card Account does not include credit balances to the extent of disputed charges but includes credit balances resulting from merchandise returns.

9. Loss, Theft and Unauthorized Transactions

- (a) **The Cardholder must report to the Bank as soon as reasonably practicable by phone to the 24-hour hotline number (852) 3768-8811 of the Bank (or such other telephone number prescribed by the Bank from time to time) and thereafter confirm in writing within 24 hours (or such other period prescribed by the Bank) any loss, unauthorized use or theft of the Card (including the Principal Card and/or any Supplementary Card) or when the PIN or the Virtual Card Account Number is known (or suspected to be known) to any unauthorized Person or suspicion of any counterfeit card bearing the same Card Account number of the Cardholder or purported to be issued in respect of the Card Account or suspicion of any unauthorized use of any Card or Virtual Card Account Number. Provided that the Cardholder's identity can be satisfactorily verified, the Bank may act on any oral notice purportedly given by the Cardholder and any action so taken by the Bank shall not render the Bank liable to the Cardholder or otherwise discharge any liability of the Cardholder.**
- (b) **Provided that the Cardholder has acted diligently and in good faith (including taking the precautions set out in Clause 3 and making report to the Bank in accordance with Clause 9(a)), the Cardholder shall not be responsible**

for the loss and damage incurred:

- (i) in the event of misuse when the Card has not been received by the Cardholder;
  - (ii) for any unauthorized transactions made after the Cardholder has duly reported to the Bank of the loss, theft and/or unauthorized use of the Card ;
  - (iii) where faults have occurred in the Terminals or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
  - (iv) where transactions are made through the use of counterfeit cards.
- (c) Subject to Clause 9(d) and provided that the Cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to report to the Bank as soon as reasonably practicable after having found that the Card has been lost, stolen or subject to unauthorized use or that someone else knows the PIN or the Virtual Card Account Number, the maximum liability of the Cardholder for such loss, theft or unauthorized use of the Card shall be HK\$500.00.
- (d) Notwithstanding anything contained herein to the contrary, the Cardholder shall indemnify the Bank in full for all losses and/or other liabilities or damages it has incurred or sustained if the Cardholder has acted fraudulently or with gross negligence or where the Cardholder has failed to take adequate steps to safeguard the Card, the PIN and/or the Virtual Card Account Number including taking those steps set out in Clause 3 or as otherwise specified by the Bank from time to time or where the Cardholder has failed to report to the Bank as soon as reasonably practicable after having found that the Card has been lost, stolen or subject to unauthorized use or that some other Person else knows the PIN or Virtual Card Account Number.
- (e) In the event that the Cardholder shall have informed the Bank of any unauthorized Transaction before the Payment Due Date and payment of the disputed amount has been withheld over the period when investigation in respect thereof is conducted by the Bank, the Bank reserves the right to re-impose any interest and/or finance charges on such disputed amount over the period commencing from the date of posting (except that in the case of cash advance the finance charge of which shall be calculated from the date of advance) until full payment of the disputed amount together with all related interest and finance charges calculated at a rate to be determined by the Bank from time to time if such dispute made by the Cardholder shall subsequently be proved to be unfounded.

#### 10. Amendments and Additions

- (a) The Bank reserves the right at any time to amend and supplement the terms of this Agreement including, without limitation, the rates of any charges or fees in the Charges Table and method of payment or to provide additional terms from time to time to take effect on the date stipulated by the Bank provided that the Bank shall give the Cardholder not less than 30 days' notice before any change of the terms and conditions which affect fees and charges and the liabilities or obligations of the

**Cardholder takes effect (where any such amendments involving an increase of annualized percentage rate or a significant change in the terms and conditions of this Agreement, the Bank shall give the Cardholder not less than 60 days' notice before the change takes effect and inform the Cardholder that the Cardholder may close the Card Account(s) should any of such change be rejected), unless such changes are beyond the Bank's control.**

- (b) **If the Cardholder does not accept such amendments or additions, the Cardholder shall before the Bank's stipulated effective date for the change of terms and conditions give written notice to the Bank terminating the Card Account and the use of the Card and the Virtual Card and returning to the Bank the Card.**
- (c) If the Cardholder retains the Card or otherwise maintain the Card Account or uses the Card or the Virtual Card after the relevant date mentioned in Clause 10(b), he shall be deemed to have accepted and agreed to such change of the terms and conditions without reservation.
- (d) The Bank may notify the Cardholder any variation of the terms of this Agreement by specifying the same in the Statement or in accordance with Clause 14(b) or in such other manner as the Bank may determine.

#### 11. Breach, Termination, Cancellation and Suspension

- (a) In the event of any breach under this Agreement by the Cardholder, the Bank is entitled to terminate this Agreement and notwithstanding any prior agreement or arrangement between the Bank and the Cardholder to the contrary, the Cardholder (subject to Clause 7(j)) shall pay to the Bank on demand:

- (i) all monies due as at the date of demand (or subsequent demands), whether or not already reflected in the Statement Balance of a Statement; and
- (ii) all losses, damages, reasonable costs and expenses (including legal fee and collector's fee) reasonably arising out of the use of the Card and/or the Virtual Card by the Cardholder.

- (b) Termination, Cancellation and Suspension

- (i) Use of the Card and/or the Virtual Card shall be terminated forthwith without notice upon the death, bankruptcy, insolvency or loss of legal capacity of the Cardholder or upon any other events as deemed fit by the Bank.
- (ii) **The Bank reserves the right in its absolute discretion to terminate, cancel, suspend, withdraw or revoke any use of the Card and/or the Virtual Card and any services thereby offered or to disapprove any Transaction (including Banking Transaction and Securities Trading Transaction) with or without giving any prior notice or reason and the Bank shall not be liable for any loss or damage of whatsoever nature which the Cardholder may suffer directly or indirectly as a result of such termination, cancellation, suspension or disapproval and whereupon the Cardholder is to surrender the Card to the Bank and/or stop using the Virtual Card on demand.**

- (A) The Principal Cardholder may at any time terminate, cancel or suspend the use of the Card (which includes the Principal Card and

any Supplementary Card as the case may be) and/or the Virtual Card (which includes the Principal Virtual Card and any Supplementary Virtual Card) in the manner set out in Clause 11(b)(ii)(C) effective upon the Bank actually receiving the relevant written notice and (where applicable) the Card. In the event that the Bank has been requested by the Principal Cardholder to terminate, cancel or suspend the use of the Supplementary Card and that the Supplementary Card is not returned to the Bank at the same time, the Bank (if requested to do so by the Principal Cardholder) shall be entitled to stop any further use of the Supplementary Card in line with the procedures which apply to lost Cards. **The Principal Cardholder shall be liable for all and any payments arising from the use of such Supplementary Card(s) until it/they has (have) been returned or until the Bank is able to implement the procedures which apply to lost Cards. The Principal Cardholder shall be liable to pay all and any related charges arising from implementing such procedure.**

- (B) A Supplementary Cardholder may at any time terminate, cancel or suspend the use of its Supplementary Card or Supplementary Virtual Card in the manner set out in Clause 11(b)(ii)(C) effective upon the Bank actually receiving the relevant written notice and (where applicable) the Card.
  - (C) Any notice given by a Cardholder for termination, cancellation or suspension of the use of the Card and/or the Virtual Card shall be in writing and (where applicable) the Card (where appropriate, the Principal Card and/or any Supplementary Card) shall be returned to the Bank at the same time. Each returned Card shall be duly defaced by cutting off the front top right-hand corner so as to ensure that both the hologram and the magnetic stripe have been cut.
  - (D) **Subject to Clause 7(j), the Principal Cardholder and each Supplementary Cardholder shall be liable for all and any Transactions effected and for all amounts owed to the Bank in respect of the Card Account pursuant to this Agreement whether the same shall be effected or incurred prior to or after the return of the Card.**
- (iii) Without prejudice to Clause 7(b)(iii), in the event that the Bank has fully settled or agreed to settle the payment for the goods and/or services hired or purchased by the Cardholder and the Cardholder agrees to pay the hire or purchase price (whether in whole or in part) of the goods and/or services to the Bank by instalments through the Card Account, all the outstanding instalment(s) owed by the Cardholder to the Bank shall become due and payable immediately upon the termination or cancellation of the use of the Card (which includes the Principal Card and any Supplementary Card) or, as the case may be, the Virtual Card (which includes the Principal Virtual Card and any Supplementary Virtual Card) for any reason

whatsoever. Further, the Cardholder shall forthwith upon such termination or cancellation repay all the outstanding instalment(s) to the Bank (regardless of whether the Bank has demanded it or not).

- (iv) Upon termination, cancellation or suspension of the Card and/or the Virtual Card for whatever reason, the provisions of Clause 11(a)(i) and (ii) shall apply and the Bank shall at its own discretion settle any Transaction entered into by or on behalf of the Cardholder prior to or after such termination, cancellation or suspension. Without prejudice to other rights of the Bank, after termination, cancellation or suspension of the Card and/or the Virtual Card, the Bank shall be entitled to impose all such charges and fees and at the rate(s) as specified in Clause 6 on any unpaid sums on a daily basis from the date of termination, cancellation or suspension of the Card and/or the Virtual Card until full payment of all outstanding balance due by the Cardholder to the Bank whether before or after judgment.
- (v) Upon termination, cancellation or suspension of the Card and/or the Virtual Card, or loss, unauthorized use or theft of the Card or suspicion thereof, for whatever reason, the Cardholder shall forthwith effect cancellation, suspension or termination of all outstanding payment instructions or authorizations which require payment out of the Card Account in favour of a third party to the intent that no further debit transaction shall be made out of the Card Account or through the use of the Card and/or the Virtual Card.

## 12. Exclusion of Liability

- (a) The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:
  - (i) any defect or claim in respect of any goods or services supplied;
  - (ii) the refusal of any Person or Terminal to honour or accept a Card or a Virtual Card ;
  - (iii) the fault of any Terminal if such fault is obvious or has been advised by a message or notice on display;
  - (iv) a Transaction effected other than by a Cardholder;
  - (v) any statement made by any Person requesting for the return of the Card or any act performed by any Person in conjunction therewith;
  - (vi) the exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other Person or Terminal;
  - (vii) the exercise by the Bank of its right to terminate, cancel, suspend, withdraw or revoke any Card or Virtual Card or the Card Account pursuant to Clause 11;
  - (viii) any injury to the credit character and reputation of the Cardholder in relation to or in connection with any request for the return of the Card or the refusal of any Person to honour or accept the Card and/or the Virtual Card; or
  - (ix) any circumstances beyond the control of the Bank.
- (b) Each Cardholder will be liable for all transactions effected through the use of the Card and/or the Virtual Card even if no

sales draft is signed by him and/or the credit limit specified by the Bank is exceeded. Types of Transactions effected without the Cardholder's signature may include, without limitation, orders placed by telephone, fax or mail, or different electronic delivery channels including, without limitation, the Internet and mobile phone, direct debit authorization, or use of Card in an automated teller machine (whether or not such a device is that of the Bank), at merchant's point-of-sale terminal, or in any other device approved by the Bank from time to time.

### 13. Rights of Third Parties

A person who is not a party to this Agreement (called "third party" under this Clause) will have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any provision of this Agreement or to enjoy any other benefit. For the avoidance of doubt, this Agreement may be rescinded, varied or supplemented without consent by, or notice to, any third party in all circumstances.

### 14. Communication

(a) Each Cardholder who is not a Principal Cardholder hereby irrevocably appoints the Principal Cardholder as his agent for the purposes of service by the Bank upon him of:-

- (i) the Statement, including service of the demand for payment thereby constituted and of any notice contained in the Statement for which provision is made in this Agreement;
- (ii) any other demand, communication or notice made or given by the Bank pursuant to any provision of this Agreement or otherwise for the purpose of or in connection with this Agreement; and
- (iii) legal process, in the event of any legal proceedings in respect of this Agreement. Further, any of the aforesaid documents to be given by the Bank to the Principal Cardholder shall be deemed to have been so given to each Supplementary Cardholder if posted to the Principal Cardholder and being served in the manner set out in Clause 14(b).

(b) Any of the documents mentioned in Clause 14(a) may be served by sending the same by ordinary post to the usual or last known address of the Principal Cardholder as shown in the file record of the Bank, and such document shall be deemed to have been duly served two days after the date of posting if mailed to an address in Hong Kong or seven days after posting if mailed to an address outside Hong Kong, save that in the case of legal process these periods shall be changed to seven and twenty-one days respectively. Items sent to the Cardholder are sent at the Cardholder's risks. All notices or other communications sent by the Cardholder to the Bank shall be deemed to have been served on the date of actual receipt by the Bank.

- (c) (i) Notwithstanding anything contained in this Agreement to the contrary, the Bank is requested and authorized to act in accordance with and to rely on any instruction or other notice or communication (each a "notice" for the purpose of this sub-clause) which may be or purport to be given by the Cardholder.
- (ii) The Bank may act as aforesaid on any notice which the Bank in good faith believes to be genuine and to have been emanated from any Cardholder. The Bank may but shall not be obliged to check or verify the genuineness or authenticity of the signature of or the identity of any Person giving or purporting to give the

notice in the name of the Cardholder.

- (iii) Each Cardholder undertakes to keep the Bank indemnified against all claims, demands, actions, proceedings, damages, losses, reasonable costs and expenses brought against or incurred by the Bank and arising out of anything done or omitted to be done by the Bank pursuant to any notice it received as aforesaid.
- (iv) The Bank's record of any such notice shall be conclusive and binding on the Cardholder in whose name the notice was given.

15. Transaction(s) outside Hong Kong / Non-Hong Kong Dollar Transaction Fee(s)

Amounts of those Transactions processed outside Hong Kong and / or in currency other than Hong Kong dollar shall be converted into Hong Kong dollars before debiting (or crediting as the case may be) to the Card Account. The Bank shall be entitled to effect any payment in connection with this Agreement in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required under this Agreement, such conversion shall be calculated at such rate as may be determined by the Bank in good faith at its absolute discretion and which shall be conclusive and binding on the Cardholder. The Cardholder shall pay the Bank its levies at such additional percentages as prescribed by the Bank plus all commissions, charges and fees charged to the Bank by Visa International Service Association, MasterCard Worldwide and / or other intermediaries or service providers in relation to such Transactions, foreign currency exchange, remittance and transfer services ancillary thereto.

16. Expenses of Enforcement

- (a) The Cardholder acknowledges and agrees that the Bank may appoint debt collecting agencies and/or institutions for the collection of any money due by the Cardholder to the Bank under this Agreement.
- (b) The Cardholder hereby agrees to indemnify and reimburse the Bank for any and all fees and expenses (including legal and debt collector's fees and expenses) of reasonable amount and reasonably incurred by the Bank in the recovery or attempted recovery of any sum payable hereunder by the Cardholder or as a result of any enforcement of any term and condition hereof.

17. Automated Teller Machines Facilities

- (a) Transactions effected through automated teller machines ("ATM Transactions") other than cash advances and payments into the Card Account will not appear on the Statement but will appear on the monthly statement, passbook or other transaction records of the Bank Account(s) concerned. Record of the Bank in respect of the ATM Transactions shall be conclusive and binding on the Cardholder for all purposes save for manifest error.
- (b) Except to the extent that these terms and conditions require otherwise, the Bank Accounts shall be governed by the respective prevailing rules and regulations applicable to the Bank Accounts and the rules and regulations governing the Bank Accounts operated through automated teller machine or any other devices or terminals for effecting payment or transfer of funds by electronic means from time to time prescribed by the Bank. A Cardholder who no longer requires access to automated teller machine facility for the purpose of effecting Banking Transactions shall notify the Bank in writing.



#### 18. Spending Reward Program

Valid Cardholders of VISA/MasterCard credit cards or any other credit cards from time to time issued by the Bank either as Principal Cards/Principal Virtual Cards or as Supplementary Cards/Supplementary Virtual Cards may participate in any one of the spending reward programs (the "Programs") (including, without limitation, gift redemption programs and cash rebate schemes) from time to time operated by the Bank and switch among the Programs subject to any conditions as the Bank may stipulate. Certain principal terms and conditions of the Programs are summarized as follows:-

- (a) The Cardholder will be awarded with bonus points or cash rebate at such rate as the Bank may at its absolute discretion determine from time to time for his spending on retail transaction with any Card or Virtual Card save and except for cash advance, casino chips transaction or such other excluded transactions from time to time determined by the Bank. Any bonus point or cash rebate so awarded will be shown in a Statement (and in the case of cash rebate, credited to the Card Account). However, in the event of retail return or retail credit adjustment transaction, the relevant amount of bonus points or cash rebate attributable thereto will be reversed.
- (b) In the case of a joint account, any bonus points or cash rebate attributable to any Supplementary Card or Supplementary Virtual Card will be posted to the said joint account and be pooled together under the Program.
- (c) The period during which the bonus points may be accumulated in respect of each Card or Virtual Card shall, subject to any early termination, cancellation or suspension of the Card Account, be limited to such period as the Bank may at its absolute discretion and from time to time determine ("Valid Period"). Subject as aforesaid, the bonus points may be used until the last day of the calendar month in which such Valid Period expires and any bonus points remaining unused thereafter will be cancelled.
- (d) The Bank shall be entitled from time to time, without prior notice to or consent of the Cardholder:-
  - (i) to amend the terms and conditions of any of the Programs and/or to provide additional terms thereof from time to time to take effect on the date as it may stipulate;
  - (ii) to suspend, cancel and/or terminate any of the Programs at any time;
  - (iii) to alter and/or add to the types of privileges and benefits offered under any of the Programs;
  - (iv) not to allow any Cardholder to be awarded any bonus points or cash rebate, or to use any bonus points for redemption; and
  - (v) to cancel all or such part of the accumulated bonus points of any Cardholder in accordance with such criteria as the Bank may in its absolute discretion deem appropriate from time to time or upon termination, cancellation or suspension of the Card Account due to whatever reason.
- (e) Details of the Programs shall be determined by the Bank in its sole discretion and be subject to such terms and conditions as may be advised by the Bank from time to time. All determination in relation to any Programs made by the Bank shall be conclusive and binding on the Cardholders.

#### 19. Delegation of Credit Card Services

The Cardholder agrees that the Bank may, in its absolute

discretion and on such terms and conditions as it may consider appropriate, delegate (with full power of sub-delegation without limit) any services in relation to the operation of the Card, the Virtual Card and/or related products to the Bank's agent or any third parties which the Bank may select from time to time (including without limitation Card Alliance Company Limited) without notice to the Cardholder. The Bank shall be under no obligation to notify the Cardholder of the existence of any such delegation or any matters in connection therewith.

#### 20. Law and Language

- (a) This Agreement shall be construed by the laws of Hong Kong and each Cardholder (including the Principal Cardholder and any Supplementary Cardholder) and the Bank agree to submit to the nonexclusive jurisdiction of the courts of Hong Kong and the terms herein may be enforced in any place where the Cardholder or his assets may exist.
- (b) If at any time, any of the terms and conditions hereof is or becomes illegal, invalid or unenforceable in any respect, such terms and conditions shall be deemed as severed for this Agreement automatically whilst the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.
- (c) Nothing in this Agreement shall operate so as to exclude or restrict any liability, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong.
- (d) This Agreement is written in English and its Chinese version is provided for reference only. In the event of conflict of terms and conditions between the English version and the Chinese version, the English version shall prevail.

#### 21. Miscellaneous

Without prejudice to the other provisions of this Agreement, if the Cardholder shall be absent from Hong Kong for a period exceeding one month, arrangement shall be made to settle the Card Account prior to his departure.

客戶服務熱線 **3768 8888**  
Customer Services Hotline

網址 **www.chbank.com**  
Website

越秀集團成員  
A Member of Yuexiu Group