

信用卡持卡人協議（適用於除Esprit智能信用卡及SmarTone智能信用卡以外的渣打信用卡）

重要提示：閣下在開始使用閣下的渣打信用卡前，請仔細閱讀下列持卡人協議，並確保閣下完全明白。閣下一經使用信用卡，即視作已接納此等條款及條件，並將其受其約束。

1. 定義

在本協議中，除非內文特別規定，否則，下列詞語具有如下涵義：

- (a) **「賬戶持有人**」指本行以其名義開立信用卡賬戶的人士，或就行政人員白金信用卡，指為受僱於本行之員工(包括直接合約僱員)及於本行以其名義開立信用卡賬戶的人士。
- (b) **「本行**」指渣打銀行(香港)有限公司，其繼承人及承讓人。
- (c) **「銀行賬戶**」就持卡人而言，指以持卡人名義在本行開設的任何賬戶，而持卡人曾請求就該賬戶能發出交易指示。
- (d) **「本行集團公司**」指身為本行母公司或任何附屬公司或聯繫公司的渣打銀行集團內任何其他公司，包括其繼承人及承讓人。
- (e) **「積分**」指根據任何積分計劃及/或任何適用的指定計劃的條款及條件給予持卡人的積分或獎賞。
- (f) **「積分贖物**」指以積分換購貨品及/或服務，如以積分換購部分貨品及/或服務，則指該部分的換購。
- (g) **「積分計劃**」指由本行設立之任何信用卡獎賞計劃，或不時由本行設立或指定的任何其他類似計劃，據此(i)在持卡人使用其信用卡購買貨品及/或服務時即獲積分；及(ii)所獲積分可在其後用於本行不時指定的銷售點換購貨品及/或服務。

就渣打WorldMiles卡（原名為渣打American Express®卡）及倍多鈞信用卡，**「指定計劃**」指任何由本行設立作為積分計劃一部分的特惠計劃，本行不時就本協議而指定的任何其他積分計劃，任何獎賞計劃或任何其他類似計劃。

- (h) **「信用卡**」指，如適用，由本行發給持卡人的渣打信用卡（Esprit智能信用卡及SmarTone智能信用卡除外），包括主卡及任何附屬卡。
- (i) **「信用卡賬戶**」指賬戶持有人就本協議在本行開立的賬戶。

The terms and conditions inside apply to and regulate the provision of Credit Card facilities by Standard Chartered Bank (Hong Kong) Limited.

內頁各項規章適用於渣打銀行（香港）有限公司之信用卡，並管制其使用條款。

- (c) 本行獲授權（但並無責任）在未曾獲持卡人按第9條(a)款發出通知的情況下，在收到本行真誠地相信來自持卡人的交易指示時可無須要求任何進一步確認按該指示行事，猶如該指示是由持卡人以書面呈交本行並經簽署的交易指示一般。
- (d) 本行可以（但並無責任）以書面及/或錄音及/或本行決定的任何其他方法記錄交易指示，而每名持卡人特此同意本行如上述交易指示。除卻第11條(a)款所述的情況，如無任何明顯的錯謬，則本行所保存有關交易指示的記錄即具決定性，並對每名持卡人均具有約束力，而且本行可在其認為合適的期間保留該等記錄。
- (e) 持卡人須自行通知其資金轉賬的受益人，本行不會另行通知該受益人，並不須因此而負任何責任。
- (f) 除非本協議的條款及條件另有規定，否則此等條款及條件不影響任何其他規管任何銀行賬戶的明示或默示的條款及條件。
- (g) 倘有關賬戶資金不足或尚未安排賬戶，本行可拒絕遵照任何交易指示行事。在不影響前述規定的一般性原則下，未經本行事先書面同意，任何銀行賬戶均不得發出交易指示的正式透支。本行亦可能會不時對閣下任何透支設定限額。
- (h) 透過自動櫃員機存入銀行賬戶的現金，需經本行核查始可作實，且存款可能不會在當日內記入指定銀行賬戶內。
- (i) 透過自動櫃員機存入銀行賬戶的支票或其他票據，由本行負責代收，待本行按價收受有關的款項後，方可供使用。
- (j) 由服務系統或終端機所發出的資料只供參考之用。對該等資料是否充分或準確，本行無須負責，並保留不時更新及更改該等資料的權利。
- (k) 對於本行向持卡人續發或補發的信用卡，在不影響持卡人對信用卡的任何其他有效啟動方式之下，本行有權（但並無責任）將本行收到任何交易指示（包括但不限於持卡人以前透過就舊信用卡作出的直接付款授權所發出的交易指示）視作由持卡人對信用卡作出充分的啟動確認，無須要求任何形式的進一步確認，猶如該啟動指示是由持卡人給予本行的指示一般。

7. 責任豁免或限制

可根據本行不時備有供客戶索取之聲明、通函、條款及條件或通知所載有關使用及披露個人資料的政策，用於其中所述用途及向其中所述人士（不論在香港境內或境外）披露。該等資料亦可供核對程序（定義見《個人資料(私隱)條例》）之用，及向和持卡人已有或打算有交易的任何財務機構（包括銀行查詢或其他方式）透露，使該財務機構能對持卡人進行信貸調查。

- (a) 下列任何一項均與本行無關，對於其直接或間接引起的損失或損害，本行概不對任何持卡人負責，但因本行疏忽而直接引致者除外：-
 - (i) 以信用卡付款的貨品或服務有任何瑕疵或損壞，或持卡人向該等貨品或服務的供應商提出索償或投訴，或持卡人與供應商之間的任何民事糾葛；為免產生疑問起見，持卡人仍須全數負責有關貨品或服務所產生的收費；

- (j) **「持卡人**」指獲本行發出信用卡，且視作已根據第2條接納信用卡及本協議的個人（不論其是否為賬戶持有人），並包括主卡持卡人和任何附屬卡持卡人。
- (k) **「收費」及「自動收費」及「被動收費」**具有下文第5條對該等詞語所說明的涵義。
- (l) **「香港」**指中華人民共和國香港特別行政區。
- (m) **「人士」**包括任何個人、法團、商號、公司、合夥商行、社團或其他組織。
- (n) **「私人密碼」**就持卡人而言，指由本行給予持卡人（亦可代按照第3條(c)款不時更改）的個人識別密碼（如有），使持卡人能使用終端機發出交易指示。

- (o) **「月結單」**指由本行發給賬戶持有人的月結單，單上列明截至該日期賬戶持有人及任何其他持卡人就信用卡賬戶須對本行承擔的收費及其他財務責任，以及本行認為合適的其他資料。
- (p) **「服務系統」**指本行的24小時自動電子理財服務系統，即本行當其時用作對持卡人在電話上提出的服務要求作出聲音回答的任何設備。
- (q) **「終端機」**指任何自動櫃員機、撥號終端機、電子數據記錄終端機、智能卡終端機或本行不時提供予持卡人的其他銷售點終端機，透過這些終端機可發出交易指示。
- (r) **「電子理財私人密碼」**指本行給予持卡人的電子理財個人識別密碼（如有）(持卡人可按照本行規定的方式不時更改，或本行可代按照第3條(d)款不時更改)，使持卡人能使用服務系統提出服務要求或發出交易指示。
- (s) **「交易指示」**指使用信用卡或透過服務系統直接或間接（不論是否透過其他人士）給予本行進行交易的任何指示。

除非內文另有規定，否則，在本協議內凡：

- (i) 表明一種性別的字眼包括其他所有性別；及
- (ii) 表明單數的字眼亦包括複數，反之亦然。

本協議的標題僅為方便閱讀而設，在詮釋本協議時須予忽略。

除另有規定外，凡提述條款均指本協議的條款。

2. 本協議的適用性

本行向任何人士提供有關信用卡或信用卡賬戶的服務均受本協議不時生效的條款與條件約束。持卡人如不同意該等條款與條件，則不應啟用信用卡或進行任何交易。持卡人首次使用本行所發的信用卡，即表示已接納該信用卡及該等條款與條件。

- (b) 除(a)款規定外，本行還獲得授權：-
 - (i) 向不時參與積分計劃的商戶披露與持卡人有關的資料，以便商戶能處理持卡人以積分進行換購的要求；及
 - (ii) 向任何主卡持卡人披露該主卡持卡人不時可能獲得有關信用卡賬戶的資料；及
 - (iii) 向附屬卡持卡人披露在月結單上分別列為「新賬項」及「最低付款額」的款額及月結單印明的「繳款日期」。

- (c) 每名持卡人在申請信用卡賬戶或信用卡時提供的資料如有任何更改，應立即通知本行。

- (f) 本行發行的信用卡可能內置一般稱為電腦芯片的電腦裝置，可儲存及處理積分。任何積分儲存於該等信用卡，其風險概由持卡人獨自承擔，**對由於持卡人未用作換購或未轉至本行紀錄簿而引起的積分損失，除非非乃由於本行的故意失實或疏忽所致，本行概不承擔任何責任。**本行在接獲信用卡遺失或被竊的報告後，信用卡遺失或被竊時儲存的積分數目將視作零，但本行可以（但並無責任）在其決定的期限過後將當其時儲存於信用卡的未使用積分轉至本行上述積分記錄。

10. 付款

- (a) 儘管本協議另有規定，信用卡賬戶名下若有多於一名持卡人：
 - (i) 本行將以賬戶持有人的姓名及任何其他持卡人根據本協議應付的款額或就信用卡賬戶在其他方面欠本行的款項，須予負責；及
 - (ii) 每名已成年之其他持卡人須對就其發出的交易指示應付的所有款額負責。
- 若持卡人屬未成年年，賬戶持有人須確保該持卡人根據本協議須明確承擔的所有其他責任均予遵守。
- (b) 在不影響本行根據第13條(c)款於任何時候要求獲全數支付信用卡賬戶欠繳收費的權利下，賬戶持有人須於月結單上列明的「繳款日期」或之前，就信用卡賬戶向本行繳付月結單上列明為「最低付款額」的全部款額。若有多於一名持卡人，則在不影響上文(a)款的一般性原則下，每名持卡人須於月結單上列明的「繳款日期」或之前，繳付月結單上列明的「最低付款額」中屬於其所發出交易指示的該部分款額。賬戶持有人可向本行全數繳清該月結單上列明為「新賬項」的款額。
- (c) 若信用卡遺失或被竊，則在符合(f)款有關內置電腦芯片的信用卡所儲存的積分的規定下，及只要持卡人(i)並無取詐行為或嚴重疏忽，(ii)並未故意向任何人士提供信用卡（不論是自願或非自願），及(iii)在知悉信用卡遺失或被竊後已在合理可行的情況下盡快通知本行，則持卡人可就本行在接獲信用卡遺失或被竊的通知之前就信用卡賬戶所執行的交易指示所產生的損失須負的責任以不超過HK\$500為限。**為免生疑問，持卡人亦並未遵守第3條(e)款任何規定，或並未遵照本行不時就信用卡、私人密碼或電子理財私人密碼的安全及穩密性作出的任何其他建議，包括但不限於自願或非自願地向任何人士透露私人密碼或電子理財私人密碼，則就本款而言，持卡人須視作嚴重疏忽。**
- (d) 每名持卡人承諾就其所知立即向本行提供一切有關信用卡遺失或被竊或私人密碼或電子理財私人密碼被洩露的情況的資料，並採取所有合理行動以協助本行尋回遺失的信用卡及/或盡量減輕因前述遺失、被竊或被洩露可能引起的損失或損害。
- (e) 當本行於月結單指定的「繳款日期」前收到持卡人根據第9條(a)款發出的報告指稱該月結單上顯示的收費為未經授權交易後，持卡人可在本行完成有關的調查之前，暫緩繳付該等收費。若在完成調查後，持卡人所作的報告被證實並無事實根據，則持卡人須立即繳付前述收費，**本行並保留權利在整個期間(包括續查期間)按第5條(a)(ii)款規定就該等收費收取逾期費用及財務費，猶如該等收費從未暫緩繳付一般。**

3. 信用卡、私人密碼及電子理財私人密碼

- (a) 持卡人在收到信用卡後須立刻在卡上簽署。
- (b) 每張信用卡均為本行的財產。儘管信用卡上所刻生效日期尚未屆滿，如本行於任何時候提出要求，持卡人仍須將信用卡歸還本卡。
- (c) 除本行不會就任何渣打WorldMiles卡（原名為渣打American Express®卡）發出電子理財私人密碼外，本行在每次接獲持卡人報告信用卡失效或遺失或私人密碼被洩露或在持卡人提出書面請求時，均會向持卡人發給新的私人密碼。
- (d) 除本行不會就任何渣打WorldMiles卡（原名為渣打American Express®卡）發出電子理財私人密碼外，本行在接獲持卡人報告私人理財密碼被洩露時或在持卡人提出書面請求時，均會向持卡人發給新的電子理財私人密碼。
- (e) 持卡人在任何時候均須小心保管信用卡、私人密碼及電子理財私人密碼，並使用信用卡在其控制下安全無虞，私人密碼及電子理財私人密碼得以妥善保管及保密。特別是：
 - (i) 在發出交易指示時，任何在終端機或服務系統上顯示的或由終端機或服務系統發放的或輸入終端機或服務系統的機密資料（包括但不限於私人密碼或電子理財私人密碼），均不得向任何第三方洩露。**若由於持卡人發出交易指示或在發出交易指示的過程中導致任何機密資料向任何第三方洩露（不論是否已授權或故意洩露），本行概不負責。**
 - (ii) 無論在任何情況下，持卡人皆不得將其私人密碼或電子理財私人密碼向任何人士透露，或容許其他人士使用其信用卡、私人密碼及/或電子理財私人密碼。
 - (iii) 持卡人應當銷毀印有私人密碼及電子理財私人密碼的通知正本。
 - (iv) 在任何情況下，持卡人不得將私人密碼或電子理財私人密碼寫在信用卡或任何通常與信用卡一起存放或存放於信用卡附近的物品之上。
 - (v) 若以任何方式寫下或記錄私人密碼及電子理財私人密碼時，必須加以掩飾，使人難以辨認。

4. 信用卡的使用

(a) 在本協議條文的規限下，信用卡可以：

- (i) 在本行不時酌情決定及知會賬戶持有人的信貸限額（如有）內使用，及
- (ii) 在卡上所刻印的失效日期之前使用。

賬戶持有人可隨時向本行申請審核有關信用卡賬戶的信貸限額，本行對此擁有完全及絕對的酌情決定權。

- (b) 在下列情況下，持卡人使用信用卡的權利立刻終止：
 - (i) 若其使用權根據第13條終止；或
 - (ii) 若信用卡遺失或被竊。
- (c) 若持卡人遺失或損壞其信用卡，或要求本行在現有信用卡失效之前續發或補發信用卡，本行可酌情決定並按其指定的條款及條件（包括但不限於收取信用卡賬戶手續費）發出賬戶持有人所需的一張或多張信用卡。
- (d) 每名持卡人承諾，在任何時候均會在處理信用卡及與本行交易方面，竭誠行事。
- (e) 持卡人不得使用信用卡或信用卡賬戶作非法用途。若本行有理由相信任何交易指示涉及非法交易，本行可行使其完全及絕對酌情權拒絕按該指示行事或執行該指示。
- (f) 持卡人有責任確保不超過本行經酌情決定並通知持卡人的信用額。如持卡人不希望有臨時信用額（其範圍由本公司決定及已向持卡人說明），持卡人須明確表明其選擇，並透過本行不時提供的途徑取消該服務。

5. 收費

- (a) 收費包括下列所有各項或任何一項：
 - (i) 自動收費如下：
 - (A) 以交易指示購買貨品及/或服務（包括積分購物）的款項；
 - (B) 根據交易指示所提供的透支現金數額；
 - (C) 本行根據要求從信用卡賬戶扣除的數額；
 - (D) 按交易指示可向信用卡賬戶收取的任何其他數額。
 - (ii) **被動收費包括下列各項，按照本行公佈的收費率計算，本行可不在月結單上或根據第14條(b)款向賬戶持有人發出通知而更改收費率：**
 - (A) **年費：**本行每發出一張新信用卡或在信用卡到期後續發新卡時，均收取年費。優惠年費：倘賬戶持有人在任何時間申請信用卡後獲本行發出信用卡時，該賬戶持有人為至少一張本行發出的其他信用卡的主卡持卡人，並已就該等信用卡繳付本行要求的所有有關費用(包括年費)，則上述新發的信用卡年費可獲減半(或本行有絕對酌情決定權時釐定的百分率)，但年費減免在下述情況下不適用：-
 - (d) 凡付款予本行，須按本行當時生效的條款及條件獲接受，並須在本行確實按債收到有關款項時才視作有效。
 - (e) 有關信用卡賬戶的付款或貨項須按下列次序或按照任何適用法律的情況下本行不時認為適當的次序應用：-
 - i) 下列所述之最低付款額；其次為
 - ii) 分期付款項，其次為
 - iii) 適用正常利率的透支現金及未付交易；倘適用利率不止一種，則首先支付按最高利率計息的款項，餘下款項按適用利率由高到低支付；其次為
 - iv) 適用特別利率的透支現金及未付交易；倘適用利率不止一種，則首先支付按最高利率計息的款項，餘下款項按適用利率由高到低支付；其次為
 - v) 使用信用卡所產生而並未載入當期月結單的費用、收費及交易。
 - 「最低付款額」為以下項目之總額或收費表載列之任何最低款額，以較高者為準：
 - (A) 當期月結單收取及尚欠的全數利息及其他被動收費之總額；
 - (B) 當期月結單收取及尚欠的全數其他費用及收費，或其他應收費項目之總額；
 - (C) 超過信用額之全數金額及/或全數逾期金額（如適用）；及
 - (D) 根據月結單上載列之「新賬項」而本行不時設定之任何百分比。
 - (f) 根據本協議應付予本行的款項，不得以抵銷、反索償或其他方式將本行或其他人士拖欠或稱稱拖欠的款額從中扣除，且不論任何持卡人受任何法律上的限制或身體殘障或無行為能力，該等款項仍須予以繳付。
 - (g) 本行須在接獲由貨品或服務的供應商以本行發給的形式發給的通知後，才會將該等貨品或服務的供應商所產生的貨項記入信用卡賬戶內（而非撥歸任何特定的持卡人）。
 - (h) 持卡人若指示本行將新賬項的款額實記入信用卡賬戶內，及將相同的款額自持卡人卡內為此在本行或本行集團公司開立的其他賬戶中扣除，藉此作出付款，則本行有權（但並非必須）執行該項指示。
 - (i) 持卡人同意本行可在任何時候透過本行決定之任何方式支取持卡人信用卡賬戶內以進賬戶戶口內部分或全部信貸結餘，包括轉賬至持卡人於本行持有的任何銀行賬戶或郵寄本票予持卡人，而毋須事先通知。

- (1) 新發的信用卡是Visa Infinite®、白金信用卡，或經本行指定為團體卡的信用卡或不可與現有信用卡共享同一總信用額（如有）的信用卡；或
 - (2) 倘賬戶持有人在上述新發出時並非至少一張VISA金卡或萬事達金卡的持卡人，而上述新發出的信用卡為VISA金卡或萬事達金卡。
- 本行對上述列外情況是否適用具最終決定權，而且本行的決定對賬戶持有人具有約束力。
- 退回年費：除第12條(c)款另行規定外，如在已支付年費的年度內由本行或賬戶持有人終止信用卡的使用，則恕不退回年費。
- 上述(A)段不適用於行政人員白金信用卡。
- (B) **透支現金費用：**每次透支現金，均須繳交透支現金費用。
 - (C) **現金提款費：**如持卡人從信用卡賬戶提取現金並要求本行以支票/本票支付須另付費用。
 - (D) **外幣支票繳款費：**如以外幣支票繳付任何收費，須另付手續費。
 - (E) **購物單據檢查費：**
 - (F) **透支現金財務費：**每次透支現金的未付清餘額，由有關的最低付款額起至該月結單上所列明的繳款日期前繳付，則本行將按可能設定的最低及/或最高上限收取逾期費用。**拖欠利率：**
- 倘若截至月結單所示到期繳款日或之前，本行仍未收到該月結單所示的最低付款額，則將適用：-
- (i) 倘若本行記錄顯示在過去一個月內有拖欠情況，本行將在月結單中告知由下個月結單週期起上調利率，直至本行發出的月結單日當天前述拖欠情況不再存在。
 - (ii) 倘若本行記錄顯示在過去十二個月內拖欠情況達兩次或以上，本行將在月結單中告知由下個月結單週期起上調更高原利率，直至本行發出的月結單日當天前述拖欠情況不再存在。
- (G) **購物財務費：**情況於任何月結單上的新賬項並未全在該月結單指定的繳款日期或之前由本行全數收妥，則本行將收取購物財務費。購物財務費就未付清的收費（不包括任何所招致的財務費、積分購物、透支現金、

11. 月結單

- (a) 賬戶持有人在收到月結單時須小心核對月結單，如認為月結單所載的詳情不正確或月結單上任何交易未獲授權，須立刻通知本行。倘本行在月結單為此規定的期限內並無收到該等通知，則賬戶持有人及每位持卡人須視作已接納月結單所載的所有詳情在各方面均為真實及正確，但由於下列詳情引起的與任何未經授權作出的交易指示有關的詳情除外：
 - (i) 本行或本行僱員（就行政人員白金信用卡而言，不包括持卡人）、代理人或服務員的過失或疏忽；或
 - (ii) 本行未能合理審慎地及熟練地察辨任何第三方的偽造或欺詐行為，或本行僱員（就行政人員白金信用卡而言，不包括持卡人）、代理人或服務員的偽造或欺詐行為。
- (b) 在下列情況下，本行無責任發出月結單：(i) 信用卡賬戶自上一張月結單後再無任何交易，或(ii) 信用卡賬戶未結清的存結或結欠餘額於月結單之日少於HK\$10。
- (c) 月結單發出的週期即月結單週期，可能與曆月不相乎。

12. 修訂及轉讓

- (a) 本協議可由本行透過在月結單或根據第14條(b)款發出的通知，不時加以修改。
- (b) 在上文(a)款規限下，除非本行在任何該等修訂生效前根據第13條(b)(i)款所述方式收到信用卡賬戶的終止通知，退回信用卡賬戶內的所有張信用卡，否則該等修訂須視作有效及對每名持卡人具有約束力。
- (c) 除行政人員白金信用卡外，所有賬戶持有人若根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該數款屬屬微不足道。
- (d) 持卡人不可轉讓其根據本協議享有的全部或任何部分權利。本行可轉讓、讓與他人或讓與參與者轉將其根據本協議享有或負有的任何或所有權利及責任。

13. 違約及終止

- (a) **賬戶持有人須對任何持卡人違反本協議直接或間接所引起的損失負責。每名持卡人均須就其違反本協議所引起的損失負責。**
- (b) (i) 賬戶持有人可隨時以書面通知本行，終止信用卡賬戶或要求本行終止信用卡賬戶名下的任何信用卡的使用，而任何其他持卡人亦可書面通知本行終止其信用卡的使用，並須一併交出所擬終止的信用卡，交回的卡須予剪毀，使卡上的全息圖及磁帶對準剪斷才行。**以信用卡根據本款條文終止時，若由於持卡人未能交回信用卡或將之損毀，致使信用卡賬戶名下的任何信用卡**

指定及任何適用的額外服務下交易的款項）從以下日期開始按日計算：-

- (i) 相關交易指示日期；或
- (ii) 相關交易指示隨後的月結單週期，倘若截至相關交易指示之前的月結單週期所屬之月結單所示到期繳款日或之前，本行悉數收到該月結單所示的新賬項

直至本行悉數收到由本行發出月結單所示的指定的匯率折算為港幣後將從信用卡賬戶扣除。**拖欠利率：**

倘若截至月結單所示到期繳款日或之前，本行仍未收到該月結單所示的最低付款額，則將適用：-

- (i) 倘若本行記錄顯示在過去一個月內有拖欠情況，本行將在月結單中告知由下個月結單週期起上調利率，直至本行發出的月結單日當天前述拖欠情況不再存在。
- (ii) 倘若本行記錄顯示在過去十二個月內拖欠情況達兩次或以上，本行將在月結單中告知由下個月結單週期起上調更高原利率，直至本行發出的月結單日當天前述拖欠情況不再存在。

(H) **逾期費用：**倘若於過去一個月內任何月結單上所列明的最低付款額並未在該月結單上所列明的繳款日期前繳付，則本行將按可能設定的最低及/或最高上限收取逾期費用。

- (I) **經櫃檯付款手續費：**如前往分行櫃檯辦理信用卡收費付款，則須按交易筆數收費。
- (J) **超過信用額費：**倘信用卡賬戶的未清付之積欠款項於月結單週期的任何時候超過信用卡賬戶的信用額，須繳交手續費。該手續費將列入本行就該相關月結單週期發出的月結單中。
- (K) **補登費：**在現有信用卡期滿前補發信用卡須繳付補登費。
- (L) **退賬費：**本行未能收到根據直接扣款或自動轉賬指示支付的款項時將收取之手續費。
- (M) **月結單檢查費。**

- (b) 對於於持卡人發出的任何交易指示所引起的或與之有關的一切收費，持卡人亦均須向本行負責，儘管持卡人並未簽署任何購物單據或透支現金憑證，亦不論上述單據或憑證是否需要由持卡人簽署以便發出交易指示。賬戶持有人須對就信用卡賬戶發出的任何交易指示所引起的或與之有關的一切收費負責。

- 14. **通訊**
 - (a) 並非為賬戶持有人的每名持卡人茲不可撤銷地委任賬戶持有人為持卡人的代理人，接受本行送達持卡人的下述文件：-
 - (i) 月結單，包括月結單所構成的付款要求及本協議訂明載於月結單上的任何通知；
 - (ii) 本行根據本協議或為執行本協議而作出或發出的其他要求、通訊或通知；及
 - (iii) 涉及本協議的訴訟中的法律程序文件。
 - (b) 上述文件可用平郵寄到賬戶持有人常用或本行最後獲悉的地址，如寄到本港地址，以投郵日期兩天後當作有效送達；如地址在香港以外，則以投郵日期七天後當作有效送達，若是法律程序文件，則時限分別增至七日及廿一日，或任何適用法律所載之時限。

被用作發出任何交易指示（不論是否經持卡人授權），所招致的損失概由賬戶持有人承擔，但因本行的過失或疏忽所引致的除外。

行政人員白金信用卡外，就其餘所有信用卡，本行可隨時透過向賬戶持有人發出通知而終止信用卡賬戶及信用卡，而任何有關的權利，包括但不限於使用積分計劃下累積的任何積分，亦告終止。

就行政人員白金信用卡，本行可隨時透過向賬戶持有人發出通知而終止信用卡賬戶。在任何情況下，信用卡賬戶將於該賬戶持有人與本行終止僱員關係時自動終止。終止後，每名持卡人即不再擁有使用信用卡賬戶及信用卡，而任何有關的利益，包括但不限於使用積分計劃下累積的任何積分，亦告終止。

- (iii) 本行可在合理可行的情況下，隨時透過向賬戶持有人發出通知而終止任何信用卡的使用。上文(ii)款所述終止的後果，就所擬終止的信用卡而言，須適用於有關的持卡人。
- (iv) 就渣打行政人員信用卡及渣打行政人員白金信用卡，本行有權在賬戶持有人的「渣打紅利出爐戶口」終止時在毋須另行通知的情況下自動取消其信用卡賬戶。本行亦有酌情權在賬戶持有人之「渣打紅利出爐戶口」終止時補發一張渣打信用卡予賬戶持有人作為補發卡。

若任何持卡人違反本協議，或當信用卡賬戶終止或本行以其完全及絕對酌情權要求時，則儘管（按照任何適用法律）本行與賬戶持有人以前有相互相反的協議或安排，賬戶持有人須立即全數償還下列收費，每名持卡人須負責立即繳清下列收費中屬於其發出交易指示所引起的該部分收費：-

- (a) 本協議須受香港法律管轄並按香港法律詮釋。
- (b) 無論在何時，若本協議的任何條款或條件在任何方面屬於或變為不合法、失效或不能執行，其他條款及條件的合法性、有效性和可執行性不受任何影響。
- (c) 本協議中的規定，並不排除或限制香港法律所禁止排除或限制的責任。
- (d) 本協議的中，英文本如有歧義，概以英文本為準。

該等款項將按第5條(a)(ii)款所述有關利率逐日計息，直到到期日起計，直至償還日期為止。

在不影響本協議其他條款原則下，倘賬戶持有人或任何其他持卡人離開香港超過一個月，須於離開前就清償信用卡賬戶的收費作出安排。

- (c) 本行可隨時酌情決定在月結單上或根據第14條(b)款給予通知而更改被動收費。每名持卡人應參考月結單上所載截至每張月結單日期的資料。
- (d) 倘第11條(a)款所述的情況，如無任何明顯的錯謬，則本行的任何收費數額的記錄即為最終的記錄，對每名持卡人均具有約束力。如本行已按照自動收費付款，該項記錄即具決定性。
- (e) 所有以港幣以外的貨幣為單位的收費，以在本行不時指定的匯率折算為港幣後將從信用卡賬戶扣除。
- (f) 閣下在外地消費時，有時候可選擇以港元支付外幣簽賬。此選項屬海外商戶的直接安排，而非由信用卡發卡機構提供。閣下應於簽賬前向該商戶查詢有關匯率及手續費的詳情。因為以港元支付外幣簽賬，所涉及的費用可能會較以外幣簽賬的手續費為高。

- 6. **交易指示（包括自動櫃員機設施及電子理財服務系統）**
 - (a) 交易指示包括：-
 - (i) 如屬購買貨品及/或服務（包括積分購物），則為根據供貨品及/或服務的人士所擬備及送交本行的記錄而支付該項購買數額的指示；
 - (ii) 使用信用卡透過自動櫃員機或透過服務系統輸入本行電腦內的指示或由持卡人以傳真發出或聲稱是由持卡人以傳真發出的指示，包括但不限於以下交易指示：
 - (A) 執行任何銀行賬戶之實記或借記；
 - (B) 於終端機上顯示任何任何銀行賬戶的當時結存；
 - (C) 將月結單寄予持卡人；
 - (D) 以本地平郵方式，將有關往來賬戶的支票簿寄給持卡人；
 - (E) 將資金轉入第三者名下的賬戶；
 - (F) 透過使用本行不時提供的自動櫃員機設施或電話理財服務系統而作出的其他交易指示。
 - (iii) 任何透支現金的要求；
 - (iv) 透過使用本行不時提供的其他信用卡設施而作出的任何其他指示。
 - (b) 持卡人須嚴格遵守本行不時發出的有關使用終端機及服務系統的操作指示。
 - (i) 就渣打WorldMiles卡（原名為渣打American Express®卡）：渣打WorldMiles卡(原名為渣打American Express®卡)不能及不應透過任何自動櫃員機進行任何交易指示。渣打WorldMiles卡(原名為渣打American Express®卡)持卡人須認清其使用渣打WorldMiles卡(原名為渣打American Express®卡)而對自動櫃員機做成的任何損毀對本行負責及補償。

Credit Card Cardholder Agreement
(Applicable to all Standard Chartered Credit Card except Esprit Smart Credit Card and SmartTone Smart Credit Card)

IMPORTANT: Before you start to use your Standard Chartered Credit Card, please read carefully the terms and conditions of the Cardholder Agreement printed below and make sure that you understand them thoroughly. By using your Card you will be deemed to have accepted these terms and conditions and will be bound by them.

1. Definitions

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

- (a) **"Account Holder"** means a Person in whose name the Bank opens a Card Account, or for executive platinum Credit Card, an agent or contractor of the Bank in whose name the Bank opens a Card Account.
- (b) **"Bank"** means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.
- (c) **"Bank Account"** means in relation to a Cardholder any account maintained in the name of the Cardholder with the Bank or a Bank Group Company and in respect of which the Cardholder has requested that he be able to give Transaction Instructions.
- For Standard Chartered executive Credit Cardholder and Standard Chartered executive platinum Credit Cardholder, **"Standard Chartered Bonus Payroll Account"** means a Bank Account held by the Account Holder which is used for the purpose of receiving salary payment by means of account transfer from the account of the Account Holder's employer.
- (d) **"Bank Group Company"** means any other company of the Standard Chartered Group being the parent or any subsidiary or associate company of the Bank, and includes each such company's successors and assigns.
- (e) **"Bonus Point"** means a bonus or reward point awarded to a Cardholder under and subject to the terms and conditions of any Bonus Point Scheme and/or any Designated Scheme, if applicable.
- (f) **"Bonus Points Purchase"** means any purchase or that part of any purchase of goods and/or services the payment for which is effected by the redemption of Bonus Points.
- (g) **"Bonus Points Scheme"** means any reward or similar scheme established or designated by the Bank for the Card from time to time whereby (i) Bonus Points may be awarded to a Cardholder upon the use of his Card to pay for goods and/or services; and (ii) Bonus Points so awarded may subsequently be redeemed or used for exchanging and/or making payment for such goods and/or services at such outlets as may from time to time be specified by the Bank.
- For the Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card) and Shop'n Gain Credit Card, **"Designated Scheme"** means any of the schemes established by the Bank as part of the Bonus Points Scheme, any other Bonus Point Scheme, any reward scheme or any other similar scheme from time to time designated by the Bank.

- (h) **"Card"** means, as appropriate, any Standard Chartered Credit Card (except Esprit Smart Credit Card and SmartTone Smart Credit Card) as issued by the Bank to a Cardholder, and includes a principal Card and any supplementary Card.
- (i) **"Card Account"** means the account opened and maintained by the Bank in the name of the Account Holder for the purpose of this Agreement.
- (j) **"Cardholder"** means an individual (whether or not also an Account Holder) in whose name a Card is issued by the Bank and who is deemed to have accepted the Card and this Agreement in accordance with Clause 2, and includes both a principal Cardholder and any supplementary Cardholder.

- (k) **"Charge"**, **"Voluntary Charge"** and **"Involuntary Charge"** have the meanings ascribed to those words in Clause 5.

- (l) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (m) **"Person"** includes any individual, corporation, firm, company, partnership, association or other organisation.
- (n) **"PIN"** means, in relation to a Cardholder, the personal identification number, if any, provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in accordance with Clause 3(c)) to enable the Cardholder to gain access to certain Terminals to give Transaction Instructions.
- (o) **"Statement"** means a monthly statement of account sent by the Bank to an Account Holder, setting out the Charges and other financial liabilities owed on that date by the Account Holder and any Cardholder to the Bank in respect of the Card Account, and such other information as the Bank considers appropriate.
- (p) **"System"** means the Bank's 24-hour Automated Tele-electronic Enquiries System, being any device for the time being employed by the Bank for the purpose of providing voice response to a Cardholder's request by telephone for services.
- (q) **"Terminal"** means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal, as may from time to time be made available by the Bank to the Cardholder, through which Transaction Instructions may be given.
- (r) **"TIN"** means the tele-electronic identification number, if any, provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in manner stipulated by the Bank or varied by the Bank in accordance with Clause 3(d)) to enable the Cardholder to use the System to request for services or give Transaction Instructions.
- (s) **"Transaction Instruction"** means any instruction given directly or indirectly by the use of a Card or through the System (whether or not through another Person) to the Bank to effect a transaction.

Unless the context requires otherwise:-

- (i) words denoting one gender shall include all other genders; and
- (ii) words denoting the singular shall include the plural and vice versa.

Headings in this Agreement are for convenience only and shall be ignored in construing this Agreement.

Saves as otherwise provided, references to clauses and sub-clauses refer to the clauses and sub-clauses of this Agreement.

2. Applicability of this Agreement

All facilities made available by the Bank to any Person in respect of a Card or Card Account are subject to the terms and conditions of this Agreement from time to time in force. The Cardholder should not activate the Card issued to him or carry out any transaction if he does not agree with such terms and conditions. The Cardholder accepts the Card and such terms and conditions when he first uses the Card.

3. The Card, PIN and TIN

- (a) Each Cardholder shall sign the Card immediately upon receipt from the Bank.
- (b) Every Card is the property of the Bank and must be surrendered to the Bank upon demand at any time, notwithstanding that the expiry date embossed on the face of the Card may not have expired.
- (c) Save and except that no PIN will be issued in respect of any Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card), the Bank will issue a new PIN to a Cardholder on each report of malfunction or loss of the Card or disclosure of the PIN, or at the request in writing of a Cardholder.
- (d) Save and except that no TIN will be issued in respect of any Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card), the Bank will issue a new TIN to the Cardholder on each report of disclosure of the TIN, or at the request in writing of the Cardholder.
- (e) Each Cardholder shall at all times take reasonable care of the Card, the PIN and the TIN and keep the Card safely under his personal control and the PIN and TIN secure and confidential. In particular:-
 - (i) Transaction Instructions must be given in such a way that any confidential information (including without limitation a PIN or a TIN) which is displayed or dispensed by or input into a Terminal or the System is not disclosed to any third party. **The Bank shall not be liable in any way for any disclosure (whether or not authorised or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction Instruction.**
 - (ii) The Cardholder shall under no circumstances disclose his PIN or TIN to any Person, or allow the Card, the PIN and/or the TIN to be used by any other Person.
 - (iii) The Cardholder shall destroy the original printed copies of the PIN and the TIN.
 - (iv) The Cardholder shall in no circumstances write down the PIN or the TIN on the Card or on anything usually kept with or near the Card.
 - (v) The PIN and the TIN shall always be disguised if written down or recorded in any form.

4. Use of the Card

- (a) Subject to the provisions of this Agreement, a Card may be used:-
 - (i) within the credit limit (if any) from time to time determined by the Bank at its discretion and notified by the Bank to the Account Holder; and
 - (ii) before the expiry date embossed on its face.

The Account Holder may at any time apply to the Bank for a review of the credit limit on the Card Account, the determination of which shall be at the sole and absolute discretion of the Bank.

- (b) A Cardholder's right to use the Card shall cease immediately:-
 - (i) in case of termination pursuant to Clause 13; or
 - (ii) in case of loss or theft of the Card.
- (c) If a Cardholder loses or damages his Card, or requires a renewal or replacement Card before expiry of the existing Card, the Bank may at its discretion and on such terms and conditions as it may specify (including without limitation charging a handling fee on the Card Account) issue to the Cardholder the Card or Cards requested.
- (d) Each Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.
- (e) A Cardholder shall not use the Card or the Card Account for any illegal purposes. The Bank is entitled, at its sole and absolute discretion, to refuse to act on or give effect to any Transaction Instruction if the Bank has reason to believe that such Instruction is given in connection with any illegal transaction.
- (f) It is the Cardholder's responsibility to ensure that the credit limit as determined by the Bank at its discretion and notified to the Cardholder is not exceeded. If the Cardholder does not wish to have temporary credit limit extension (the scope of which are to be designated by us and communicated to the Cardholder), the Cardholder should indicate his/her choice explicitly and opt out from such service through the channel the Bank provides from time to time.

5. Charges

- (a) Charges comprise all or any of the following:-
 - (i) Voluntary Charges, namely:-
 - (A) the amount of any purchase (including a Bonus Points Purchase) of goods and/or services made by a Transaction Instruction;
 - (B) the amount of any cash advance provided pursuant to a Transaction Instruction;
 - (C) any amount which the Bank debits to the Card Account on request; and
 - (D) any other amount chargeable to the Card Account by virtue of a Transaction Instruction.
 - (ii) **Involuntary Charges, comprising the following, at the rates published by the Bank which shall not be time to time varied by notice to the Account Holder in a Statement or by notice given in accordance with Clause 14(b):-**
 - (A) **Annual fee:** Payable on issue of each Card and on each renewal following the expiry of a Card. Reduced Annual Fee: If at the time the Bank issues a Card on application by the Account Holder, the Account Holder is already the principal Cardholder of at least one other Card issued by the Bank, and the Account Holder has paid in full all fees (including annual fees) payable in respect of each such other Card, then the annual fee for the newly issued Card may be reduced by up to 50% (or such other percentage as the Bank from time to time determines in its absolute discretion). Such reduction shall not apply if:-
 - (B) the total of any other outstanding billed fees and charges or other billable items;
 - (C) the total of the over-limit amount and/or the overdue amount (where applicable); and
 - (D) any percentage as the Bank may publish from time to time on the basis of the "New Balance" as specified in a Statement.
 - (F) All amounts due to the Bank under this Agreement shall be payable without any deduction by way of set off, counterclaim or otherwise of any amount due or alleged to be due from the Bank or any other Person and notwithstanding any legal limitation, disability or incapacity of any Cardholder.
 - (G) Any credit given in respect of the supply of goods or services will be applied by the Bank to the Card Account (and not to any specific Cardholder) only after receipt by the Bank of notification from the supplier of the goods or services in form acceptable to the Bank.
 - (H) 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 of the Card of the New Balance and debiting with the like amount such other account as may have been established by the Cardholder with the Bank or any Bank Group Company for such purposes.
 - (I) Cardholder agrees that the Bank may debit Cardholder's Card Account to make a partial or full refund of Cardholder's credit balance by any means determined by the Bank, including making a transfer to any of the Cardholder's Bank Account with the Bank or sending a cashier's order to Cardholder, at any time without prior notice.

- (1) the newly issued card is a Visa Infinite Card, Platinum Credit Card, a Card designated by the Bank as any affinity Card or a Card which does not share the same overall credit limit (if any) as the existing Card(s); or
- (2) at the time of issue of the newly issued Card, the Account Holder is not the holder of at least one VISA Gold Card or Gold Mastercard and the newly issued Card is a VISA Gold Card or Gold Mastercard.

The Bank's decision as to whether any of such exceptions applies shall be conclusive and binding on the Account Holder.

Refund of Annual Fee: Save as otherwise provided in Clause 12(c), no refund of annual fee will be made if a Card is issued to either the Bank or by the relevant Account Holder) before the end of the year in respect of which the annual fee has been paid.

- (B) **Cash advance fee:** Payable on each cash advance.
- (C) **Cash withdrawal fee:** Payable on the issuance of a cheque/cashier's order by the Bank at a Cardholder's request for any cash withdrawal from the Card Account.
- (D) **Charge for foreign currency cheque repayment:** Payable whenever a foreign currency cheque is presented for repayment of any Charge.
- (E) **Charge for sales draft copies.**

(F) Finance charge for cash advance: Calculated on a daily basis accrues on the outstanding balance from time to time of each cash advance with effect from the date of the relevant Transaction Instruction to the date of repayment in full.

Default rate: Applicable if the Minimum Payment Due is not paid on or before the Payment Due Date as specified in a Statement:-

- (i) If the Bank's record shows that the failure happened in the past 1 month, a high rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
- (ii) If the Bank's record shows that the failure happened 2 times or more in the past 12 months, a higher rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
- (iii) If the Bank's record shows that the failure happened 2 times or more in the past 12 months, a higher rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
- (G) **Finance charge for purchase:** Payable if payment of the amount shown in any Statement as the New Balance is not received in full by the Bank on or before the Payment Due Date specified in the Statement. This charge is calculated on the outstanding balance of Charges (excluding the amount of any finance charge incurred, Bonus Points Purchase, cash advance, and any transaction under designated additional services, if applicable) from:-
 - (i) the date of relevant Transaction Instruction, or
 - (ii) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in the Statement that covers such statement cycle immediately before the relevant Transaction Instruction on or before the Payment Due Date as specified in that Statement

- (i) the date of relevant Transaction Instruction, or
- (ii) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in the Statement that covers such statement cycle immediately before the relevant Transaction Instruction on or before the Payment Due Date as specified in that Statement

until the Bank receives full repayment of the then New Balance in a Statement the Bank issues.

Default rate: Applicable if the Minimum Payment Due is not paid on or before the Payment Due Date as specified in a Statement:-

- (i) If the Bank's record shows that the failure happened in the past 1 month, a high rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
- (ii) If the Bank's record shows that the failure happened 2 times or more in the past 12 months, a higher rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
- (H) **Late charge:** Payable if the Minimum Payment Due specified in any Statement is not paid before the Payment Due Date as specified in a Statement in the past 1 month. A charge will be levied, subject to a minimum and/or maximum cap, as we may specify.
- (I) **Over-the-counter payment handling fee:** Payable each time on transactional basis when payment for any Charge is made over the counter at any branches of the Bank.
- (J) **Overlimit charge:** If the outstanding debit balance under the Card Account exceeds the credit limit assigned to it at any point of time during a statement cycle, a charge is payable and shall be posted to the Statement the Bank issues for that relevant statement cycle.
- (K) **Replacement fee:** Payable on issue of a replacement Card before expiry of the existing Card.
- (L) **Returned item fee:** Payable whenever the Bank seeks payment pursuant to direct debit or autopay instructions but such payment is not received by the Bank.
- (M) **Statement retrieval fee.**

Each Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder, notwithstanding the absence of any sales draft or cash advance voucher signed by the Cardholder, and whether or not such document was required to be signed in order to issue the Transaction Instruction. The Account Holder shall be liable for all Charges arising from or in respect of any Transaction Instruction given in respect of the Card Account.

Each Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder, notwithstanding the absence of any sales draft or cash advance voucher signed by the Cardholder, and whether or not such document was required to be signed in order to issue the Transaction Instruction. The Account Holder shall be liable for all Charges arising from or in respect of any Transaction Instruction given in respect of the Card Account.

Each Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder, notwithstanding the absence of any sales draft or cash advance voucher signed by the Cardholder, and whether or not such document was required to be signed in order to issue the Transaction Instruction. The Account Holder shall be liable for all Charges arising from or in respect of any Transaction Instruction given in respect of the Card Account.

Each Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder, notwithstanding the absence of any sales draft or cash advance voucher signed by the Cardholder, and whether or not such document was required to be signed in order to issue the Transaction Instruction. The Account Holder shall be liable for all Charges arising from or in respect of any Transaction Instruction given in respect of the Card Account.

Each Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder, notwithstanding the absence of any sales draft or cash advance voucher signed by the Cardholder, and whether or not such document was required to be signed in order to issue the Transaction Instruction. The Account Holder shall be liable for all Charges arising from or in respect of any Transaction Instruction given in respect of the Card Account.

12. Amendments and Assignment

- (a) This Agreement may be amended by the Bank from time to time by notice in a Statement or given in accordance with Clause 14(b).
- (b) Subject to sub-clause (a) above, any such amendment shall be deemed to be effective and binding on each Cardholder unless notice of termination of the Card Account together with each Card issued under the Card Account is received by the Bank in the manner described in Clause 13(b)(i) before the effective date of such amendment.
- (c) For all Cards except executive platinum Credit Card, where the Account Holder requests termination of the Card Account pursuant to sub-clause (b) before the expiry of the year in respect of which the annual fee has been paid, the annual fee shall be refunded to the Account Holder on a pro rata basis unless the Bank considers such refund to be of a minimal amount.
- (d) No Cardholder may assign the whole or any part of his rights under this Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement.

13. Breach and Termination

- (a) **The Account Holder shall be liable for any loss directly or indirectly resulting from any breach of this Agreement by any Cardholder. Each other Cardholder shall be liable for any such loss resulting from his breach of this Agreement.**
- (b) (i) The Account Holder may at any time terminate the Card Account or require the Bank to terminate the use of any Card under the Card Account, and any other Cardholder may require the Bank to terminate the use of his Card, in each case by notice in writing to the Bank accompanied by the return of the Card(s) being terminated, destroyed by having been cut in two such that both the hologram and magnetic strip are cut into two halves.

The Account Holder shall be fully liable for all losses arising from any Transaction Instruction given by the use of any Card under the Card Account (whether or not authorised by the Cardholder) as a result of the failure of the Cardholder to return or destroy the Card upon termination in accordance with the provisions of this sub-clause, except where any such loss arose from the default or negligence of the Bank.

- (ii) For all Cards except executive platinum Credit Card, the Bank may at any time terminate the Card Account by notice to the Account Holder. Upon such termination, each Cardholder shall immediately cease to be entitled to the use of the Card Account and each Card and any benefits related thereto, including without limitation the use of any Bonus Points awarded under the Bonus Points Scheme.
- (iii) For executive platinum Credit Card, the Bank may at any time terminate the Card Account by notice to the Account Holder. In any event, the Card Account will

- (c) Involuntary Charges are subject to change by the Bank at any time in its discretion by notice given in a Statement or in accordance with Clause 14(b). Each Cardholder is referred to the Statement for information current as of the date of each Statement.
- (d) Subject to Clause 11(a), the Bank's record of the amount of any Charge shall, in the absence of manifest error, be final and binding on each Cardholder, and shall be conclusive in any case where the Bank has made any payment pursuant to a Voluntary Charge.
- (e) All Charges incurred in a currency other than Hong Kong Dollars will be debited to the Card Account after conversion into Hong Kong Dollars at such rate as the Bank may from time to time designate.
- (f) You may sometimes be offered the option to settle foreign currency transactions in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong Dollars may involve a cost higher than the foreign currency transaction handling fee.

6. Transaction Instructions including ATM Facilities and Tele-electronic Enquiries System

- (a) Transaction Instructions comprise each of the following:-
 - (i) in the case of any purchase of goods and/or services (including a Bonus Points Purchase), instructions to pay the amount of such purchase in accordance with the record prepared by the Person supplying the same and submitted to the Bank;
 - (ii) instructions input to the Bank's computer through an automated teller machine with the use of a Card or through the System, or given or purportedly given by the Cardholder by fax, including without limitation the following Transaction Instructions:-
 - (A) to effect a debit or credit on any Bank Account;
 - (B) to display the current balance on any Bank Account upon a Terminal;
 - (C) to post a Statement to the Account Holder;
 - (D) to post a cheque book relating to any Bank Account which is a current account to a Cardholder by ordinary mail;
 - (E) to effect transfers of funds to bank accounts in the names of third parties;
 - (F) such other Transaction Instructions given through the use of automated teller machine facilities or telephone enquiries systems from time to time made available by the Bank;
 - (iii) any request for a cash advance;
 - (iv) any other instruction given through the use of other card facilities from time to time made available by the Bank.
- (b) The Cardholder shall strictly follow operating instructions from time to time issued by the Bank for the use of Terminals and the System.

automatically terminate upon the termination of the Account Holder's employment with the Bank. Upon any such termination, each Cardholder shall immediately cease to be entitled to the use of the Card Account and each Card and any benefits related thereto, including without limitation the use of any Bonus Points awarded under the Bonus Points Scheme.

(iii) The Bank may at any time terminate the use of any Card by notice to the Account Holder where reasonably practicable, and the consequences of termination described in sub-clause (i) above shall apply in relation to the Card being terminated to the relevant Cardholder.

(iv) For Standard Chartered executive Credit Card and Standard Chartered executive platinum Credit Card, the Bank has the right to automatically cancel the Card Account prior notice of termination of the Account Holder's Standard Chartered Bonus Payroll Account without prior notice. The Bank may, at its sole discretion, issue another Standard Chartered Credit Card as a replacement card upon suspension of the Account Holder's Standard Chartered Bonus Payroll Account.

- (c) In the event of breach of this Agreement by any Cardholder, or on termination of the Card Account or demand made by the Bank at any time at its sole and absolute discretion, then notwithstanding any prior agreement or arrangement between the Bank and the Account Holder to the contrary (subject to any applicable law), the following Charges shall become immediately due and payable in full by the Account Holder; and each other Cardholder shall be liable to pay in full immediately that part of the following Charges which is attributable to Transaction Instructions given by him:-
 - (i) subject to Clause 12(c) (where applicable, the total of all Charges (excluding the amount of any Bonus Points Purchase) then outstanding on the Card Account, whether or not already reflected in the New Balance of a Statement and whether or not already charged to the Card Account or due and payable at the date of the breach, termination or demand (as the case may be); and
 - (ii) the amount of any Voluntary Charges (excluding the amount of any Bonus Points Purchase) incurred after the breach, termination or demand.

Interest will accrue on the above sums on a daily basis from the due date to the date of repayment at the applicable rate for interest calculation mentioned in Clause 5(a)(ii).

- (d) Without prejudice to the other provisions of this Agreement, if the Account Holder or any other Cardholder intends to be absent from Hong Kong for a period exceeding one month, he shall make arrangements for settlement of sums owing from him in respect of the Card Account prior to his departure.

14. Communication

- (a) Each Cardholder who is not an Account Holder hereby irrevocably appoints the Account Holder as the Cardholder's agent for the purposes of service by the Bank upon the Cardholder of:-

- (i) For the Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card): The Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card) cannot, and shall not, be used at any automated teller machine for carrying out any Transaction Instruction. The Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card) Cardholder is liable to, and shall indemnify, the Bank for damage caused to any automated teller machine as a result of use of the Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card).
- (c) In the absence of any notice given by a Cardholder pursuant to Clause 9(a), the Bank is authorised (but not bound) to give effect to any Transaction Instruction which the Bank in good faith believes to have emanated from a Cardholder without requiring further confirmation in any form and as though the same were submitted by the Cardholder to the Bank in writing and signed.
- (d) The Bank may (but shall not be obliged to) record, and each Cardholder hereby consents to the Bank recording, Transaction Instructions in writing and/or by tape recording and/or any other method as the Bank may determine. Subject to Clause 11(a), the Bank's record of Transaction Instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder and may be retained by the Bank for such period as it deems appropriate.
- (e) It is the responsibility of the Cardholder to notify any beneficiary of a transfer of funds in his favour. The Bank will not give advice to such beneficiary and accepts no liability for not doing so.
- (f) Save as otherwise expressly provided in or required by these terms and conditions, they shall not affect any other terms and conditions, express or implied, governing any Bank Account.
- (g) The Bank may decline to comply with any Transaction Instruction if there are insufficient funds available in or facilities have not been arranged in respect of the relevant account(s). Without prejudice to the generality of the foregoing, no Bank Account may be overdrawn by the giving of a Transaction Instruction without the prior written agreement of the Bank. Furthermore, any withdrawal may also be subject to cap(s) as may be designated by the Bank from time to time.
- (h) Cash deposited in an automated teller machine for credit to a Bank Account is subject to verification by the Bank and may not be credited to the designated Bank Account on the day of deposit.
- (i) Cheques or other instruments deposited in an automated teller machine for credit to a Bank Account will be collected by the Bank and the proceeds will not be available until the relevant funds have been received for value by the Bank.
- (j) Any information given by the System or a Terminal is for reference only. The Bank shall not be liable for the sufficiency or accuracy of any information so given and reserves the right to update and vary such information from time to time.

- (i) any Statement, including service of the demand for payment constituted by a Statement 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 or for the purpose of this Agreement; and
- (iii) legal process, in the event of any legal proceedings in respect of this Agreement having been instituted.
- (b) Any of the aforesaid documents may be served by sending the same by ordinary post to the usual or last known address of the Account Holder, 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 event of legal process these periods shall be increased to seven and twenty-one days respectively or any other period as required by the applicable law.

15. Expenses of Enforcement

- (a) The Bank may in its discretion employ any agent or third party service provider to collect any sum owing to the Bank under this Agreement or otherwise payable in respect of the Card Account.
- (b) Each Cardholder shall be liable to indemnify the Bank in respect of, and reimburse the Bank on demand, all costs and expenses (including without limitation the charges of any agent or service provider employed pursuant to (a) above, and legal costs and expenses on an indemnity basis) which are of reasonable amount and were reasonably incurred (whether directly or indirectly) by the Bank in demanding, collecting or attempting to collect, or suing to recover, any sum payable to the Bank by such Cardholder under this Agreement, or in seeking any remedy for any breach of this Agreement, or otherwise in enforcing or attempting to enforce this Agreement.

16. Law and Language

- (a) This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- (b) If at any time any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, 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, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- (d) If there is any inconsistency or conflict between the English version of this Agreement and the Chinese version, the English version shall prevail.

September 2018