

MANHATTAN Platinum VISA 卡 / VISA金卡 / 聯營VISA金卡 / MANHATTAN VISA 卡 / 聯營 VISA 卡 / id Platinum VISA 卡 / id Platinum 萬事達卡 / id VISA 卡 / id 萬事達卡會員合約

重要提示： 閣下在開始使用閣下的MANHATTAN Platinum VISA 卡 / VISA金卡 / 聯營VISA金卡 / VISA 卡 / 聯營VISA 卡 / id Platinum VISA 卡 / id Platinum 萬事達卡 / id VISA 卡 / id 萬事達卡前，請仔細閱讀下列信用卡會員合約的條款及條件，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，並將受其約束。

MANHATTAN Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA / id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard Cardmember Agreement 會員合約

本合約中，除非內文特別規定，否則，下列詞語具有如下涵義：

- 「**本公司**」指渣打銀行（香港）有限公司，其繼承人及承攬人。
- 「**銀行賬戶**」就信用卡會員而言，指以信用卡會員名義在本公司或渣打集團公司開設的任何賬戶，而信用卡會員曾請求該賬戶能發出交易指示。
- 「**渣打集團公司**」指身為本公司，渣打銀行（包括其所有分行（以下稱「渣打」），渣打之母公司或任何附屬公司或聯業公司的渣打銀行集團內任何其他公司，包括其繼承人及承攬人。
- 「**積分**」指根據任何積分計劃的條款及條件給予信用卡會員的積分或獎賞。
- 「**積分購物**」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。
- 「**積分計劃**」指不時由本公司設立的任何計劃，據此(i)在信用卡會員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公司不時指定的銷售換購貨品及/或服務。
- 「**信用卡**」指，如適用，由本公司發給信用卡會員的MANHATTAN Platinum VISA 卡、VISA金卡、聯營VISA金卡、VISA卡、聯營VISA卡、id Platinum VISA 卡、id Platinum 萬事達卡、id VISA 卡及id萬事達卡，而就Platinum VISA 卡 / VISA金卡 / 聯營VISA金卡 / VISA 卡 / 聯營VISA 卡，包括主卡及任何附屬卡。
- 「**信用卡賬戶**」指信用卡會員就本合約在本公司開立的賬戶。
- 「**信用卡會員**」指獲本公司發出信用卡，且視作已根據第2條接納信用卡及本合約的個人。
 - 尤其就MANHATTAN Platinum VISA 卡 / VISA金卡 / 聯營VISA金卡 / VISA 卡 / 聯營VISA 卡，
 - 信用卡會員包括主卡會員及任何附屬卡會員；

閣下可隨時向下列地址查詢有關本合約詳情：
香港：渣打銀行（香港）有限公司
電話：3900 9888
傳真：3900 9887
或親臨渣打銀行（香港）有限公司
地址：香港中環皇后大道中10號渣打銀行大廈12樓

- 本公司可以（但並無責任）以書面及/或錄音及/或本公司決定的任何其他方法記錄交易指示，而每名信用卡會員特此同意本公司如此記錄交易指示。除卻第11條(a)款所述的情況，如無任何明顯的錯誤，則本公司所有有關交易指示的記錄即具決定性，並對每名信用卡會員均具有約束力，而且本公司可在其認為合適的期間保留該等記錄。
- 倘信用卡賬戶資金不足或尚未按貸款，本公司可拒絕遵照任何交易指示行事。本公司亦可能不會不時對任何透支設定限額。
- 透過自動櫃員機或現金存款機存入信用卡賬戶的現金，需經本公司核查始可作實，且存款可能不會在當日內登記入信用卡賬戶內。
- 透過自動櫃員機存入信用卡賬戶的支票或其他票據，由本公司負責代收，待本公司按收妥有關的款項後，方可供使用。
- 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，本公司無須負責，並保留不時更新及更改該等資料的權利。
- 對於公司向信用卡會員續發或補發的信用卡，在不影響信用卡會員對信用卡的任何其他有效啟動方式之下，公司有權（但並無責任）將公司收到的任何交易指示（包括但不限於信用卡會員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），視作由信用卡會員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信用卡會員給予公司的指示一般。

7A. 服務的保證及聲明

就Platinum VISA卡 / id Platinum VISA 卡 / id Platinum 萬事達卡而言：

- 本公司不負責提供服務者及並非為該等服務之服務供應者（或服務供應者之代理、代表或分銷者）。所提供或推廣的服務是直接由VISA及/或服務供應者向會員提供/供應/進行/安排（按情況而定），本公司對該等服務並無作出任何干涉/參與/知情或書面協議（按情況而定）。本公司對該等服務或服務供應者的範圍、質素或任何方面並不作出任何聲明或保證，也不會就該等服務可能（直接或間接）引起的或與之有關的爭訟或申索承擔任何責任。
- 如會員在使用或不當地使用服務時的任何作為或疏忽或違約行為（包括但不限於不遵守服務條款及條件）令本公司招致任何損害賠償、費用及合理引致的開支，會員須彌償本公司，並使本公司免受損害。

7. 責任豁免或限制

- 下列任何一項均與本公司安排，不對於其直接或間接引起的損失或損害，本公司概不對此類信用卡會員負責，但因本公司疏忽或故意違約而直接引致者除外：
 - 「**主卡會員**」指獲本公司發給主卡的個人；及
 - 「**附屬卡會員**」指在主卡會員要求下獲本公司發給附屬卡的個人。

(j) 「**收費**」、「**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。

(k) 「**電子理財私人密碼**」指本公司給予信用卡會員的信用卡電話個人識別密碼（信用卡會員可按照本公司規定的方式不時更改，使信用卡會員能使用服務系統提出服務要求或發出交易指示。

(l) 「**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。

(m) 「**私人密碼**」就信用卡會員而言，指由本公司給予信用卡會員的個人識別密碼（信用卡會員可按照本公司規定的方式不時更改，或本公司可按照第3條(c)款不時更改），使信用卡會員能使用終端機發出交易指示。

(n) 「**服務**」是指，就Platinum VISA 卡 / id Platinum VISA 卡 / id Platinum 萬事達卡而言：

- VISA International（以下簡稱「VISA」）安排/同意最終申辦服務提供者向會員提供的VISA Platinum Club及Concierge Services的服務及優惠。由VISA推廣/安排的該等服務將不時更改；或
- （視乎有關情況）Mastercard International（以下簡稱「Mastercard」）安排/同意最終由服務供應者向會員提供的Platinum Mastercard Collection™及Concierge Services的服務及優惠。由Mastercard推廣/安排的該等服務將不時更改。

(o) 「**服務供應者**」是指，就Platinum VISA 卡 / id Platinum VISA 卡 / id Platinum 萬事達卡而言：

- 與VISA協定負責為VISA Platinum Club及Concierge Services提供服務之個人、公司或商戶；或
- （視乎有關情況）與Mastercard協定負責為Platinum Mastercard Collection™及Concierge Services提供服務之個人、公司或商戶。

(p) 「**月結單**」指由本公司發給信用卡會員的月結單，單上列明截至該日期信用卡會員就信用卡賬戶須對本公司承擔的收費及其他財務責任，以及本公司認為合適的其他資料。

(q) 「**服務系統**」指本公司的24小時自動電話查詢系統，即本公司當其時用作對信用卡會員在電話上提出的服務要求作出聲音回答的任何設備。

(r) 「**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、智能卡終端機及其他銷售點終端機，透過這些終端機可發出交易指示。

(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）給予本公司進行交易的任何指示。

(t) 「**賬戶持有人**」指公司以其名義開設信用卡賬戶的人士。

(u) 「**香港**」指中華人民共和國香港特別行政區。除非內文另有規定，否則，在本合約內凡：

- 表明一種性別的字眼則包括其所有性別；及
 - 表明單數的字眼亦包括複數，反之亦然。
- 本合約的標題僅為方便閱讀而設，在詮釋本合約時須予忽略。
- 除另有規定外，凡提述條款均指本合約的條款。

2. **本合約的適用性**

本公司向任何人士提供有關信用卡或信用卡賬戶的服務均受本合約不時生效的條款與條件約束。每名信用卡會員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。每名信用卡會員首次使用本公司所發的信用卡，即視作已接納該信用卡及該等條款與條件。

3. **信用卡、私人密碼及電子理財私人密碼**

(a) 信用卡會員在收到本公司發出的信用卡後應立刻在本卡上簽署。

(b) 每張信用卡月為本公司的財產。儘管信用卡上所刻失效日期尚未屆滿，如本公司於任何時候提出要求，信用卡會員仍須將信用卡歸還本公司。

(c) 本公司在每次接獲信用卡會員報告信用卡遺失或私人密碼被洩露時或在信用卡會員提出書面請求時，均會向信用卡會員發給新的私人密碼。

(d) 信用卡會員不得將信用卡或信用卡賬戶作非法用途。若本公司有理由相信任何交易指示涉及非法交易，本公司可行使其完全及絕對酌情權拒絕該該指示行事或執行該指示。

(e) 信用卡會員有責任確保不超逾本公司經酌情決定並通知信用卡會員的信用額。如信用卡會員不希望有臨時信用額（其範圍由本公司決定及已向信用卡會員說明），信用卡會員須明確表明其選擇，並透過本公司不時提供的途徑取消該服務。

(f) 收費包括下列所有各項或任何一項：

- 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；

(g) 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。

(w) 應付最低金額（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，或其他應收費項之總額；
- (C) 超逾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「月結單總結欠」而本公司不時設定之任何百分比。

(x) 根據本合約應付予本公司的款項，不得以抵銷、反索償或其他任何方式將本公司或其他人士拖欠或被擱掉的款額從中扣除，且不論任何信用卡會員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。

(y) 本公司須在接獲由貨品或服務的供應商以本公司接納的形式發給的通知後，才會將該等貨品或服務的供應所產生的貨項記入信用卡賬戶內。

(z) 信用卡會員若指示本公司將月結單總結欠的款額貸記入信用卡賬戶內，及將相同的款額自信用卡會員為此在本公司開立的其他賬戶中扣除，藉此作出付款，則本公司有權（但並非必須）執行該項指示。

(aa) 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；

(bb) 當期月結單收取及尚欠的全數其他費用及收費，或其他應收費項之總額；

(cc) 超逾信用額之全數金額及/或全數逾期金額（如適用）；及

(dd) 根據月結單上載列之「月結單總結欠」而本公司不時設定之任何百分比。

(ee) 根據本合約應付予本公司的款項，不得以抵銷、反索償或其他任何方式將本公司或其他人士拖欠或被擱掉的款額從中扣除，且不論任何信用卡會員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。

(ff) 本公司須在接獲由貨品或服務的供應商以本公司接納的形式發給的通知後，才會將該等貨品或服務的供應所產生的貨項記入信用卡賬戶內。

(gg) 信用卡會員若指示本公司將月結單總結欠的款額貸記入信用卡賬戶內，及將相同的款額自信用卡會員為此在本公司開立的其他賬戶中扣除，藉此作出付款，則本公司有權（但並非必須）執行該項指示。

(hh) 信用卡會員有責任確保不超逾本公司經酌情決定並通知信用卡會員的信用額。如信用卡會員不希望有臨時信用額（其範圍由本公司決定及已向信用卡會員說明），信用卡會員須明確表明其選擇，並透過本公司不時提供的途徑取消該服務。

(ii) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(iii) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(iv) 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。若由於使用信用卡會員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），本公司概不負責。

(v) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(vi) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(vii) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(viii) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(ix) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(x) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(xi) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

(xii) 無論在任何情況下，信用卡會員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，或容許其他人使用其信用卡、私人密碼及/或電子理財私人密碼。

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MANHATTAN Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA / id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard

Cardmember Agreement

IMPORTANT: Before you start to use your MANHATTAN Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA / id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard, please read carefully the terms and conditions of the Cardmember 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:-
- “The Company”** means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.
 - “Bank Account”** means in relation to a Cardmember any account maintained in the name of the Cardmember with the Bank or a SCB Group Company and in respect of which the Cardmember has requested that he be able to give Transaction Instructions.
 - “SCB Group Company”** means any other company of the Standard Chartered Group, Standard Chartered Bank (including all its branches) (“SCB”), being the parent or any subsidiary or associate company of SCB, and includes each such company’s successors and assigns.
 - “Bonus Point”** means a bonus or reward point awarded to a Cardmember under and subject to the terms and conditions of any Bonus Points Scheme.
 - “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.
 - “Bonus Points Scheme”** means any scheme from time to time established by the Company whereby (i) Bonus Points may be awarded to a Cardmember 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 Company.
 - “Card”** means, as appropriate, a MANHATTAN Platinum VISA, Gold VISA, Gold Co-branded VISA, Classic VISA, Co-branded VISA, id Platinum VISA, id Platinum Mastercard, id VISA and id Mastercard issued by the Company to a Cardmember, and for Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA, includes a principal Card and any supplementary Card.
 - “Card Account”** means the account opened and maintained by the Company in the name of a Cardmember for the purpose of this Agreement.
 - “Cardmember”** means an individual in whose name a Card is issued by the Company and who is deemed to have accepted the Card and this Agreement in accordance with Clause 2.

7A. Warranties & Representations of Services

- For Platinum VISA / id Platinum VISA / id Platinum Mastercard:
- The Company does not provide / supply any of the Services. The Company is not the Services Provider (or agent, representative or broker for any of the Services Providers). Services so offered or promoted are provided / supplied / conducted / arranged (as the case may be) directly by VISA / Mastercard and / or such of the Services Providers to Cardmembers without any interference / involvement / knowledge or written agreement (as the case may be) by the Company. The Company does not represent or warrant the scope, quality or any aspect of the Services or Services Providers and shall not assume any responsibility or liability whatsoever in respect of all possible disputes or claims arising from or in connection (directly or indirectly) with the Services promoted.
 - The Cardmember shall indemnify and keep indemnified the Company against all damages, costs and expenses reasonably incurred by the Company as a result of or arising from any act or negligence or default of the Cardmember (including without limitation any non-observance of the terms and conditions for the Services) in the use of or mis-use of the Services.

7. Exclusion or Limitation of Liability

- The Company shall not be concerned with, or be liable to any Cardmember for any loss or damage directly or indirectly arising from except where the same has been caused directly by the Company’s negligence or wilful default:-**
 - any defect in or damage to any goods or services paid for by use of a Card, or any claim or complaint by a Cardmember against the supplier of such goods or services, or any other dispute between a Cardmember and any such supplier; for the avoidance of doubt, the Cardmember shall remain fully liable for any Charges incurred in respect of the relevant goods or services;
 - the refusal of any Person or Terminal to honour or accept a Card;
 - the loss of or inaccuracy in any information or data (such as Bonus Points) stored in a Card containing a device capable of storing data or information;
 - the exercise by the Company 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 Company or by any other Person or by any Terminal;
 - termination by the Company of any Card or the Card Account pursuant to Clause 13;
 - the repossession of the Card, any request for its return, or any statement made or act performed by any Person requesting its return, and in no circumstance shall the same be or constitute any reflection on or injury to the creditworthiness, character or reputation of any Cardmember;
 - any misstatement, misrepresentation or omission in any details disclosed by the Company pursuant to Clause 8, or
 - (viii) any act of fraud, forgery or gross negligence of the Cardmember, including (without limitation) the Cardmember’s failure to observe Clause 3(i) or 3(a) or follow any other recommendation of the Company from time to time regarding the safety and secrecy of the Card, the PIN and/or the TIN.

In particular, for Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA,

- Cardmember includes both a Principal Cardmember and any Supplementary Cardmember;
 - “Principal Cardmember”** means an individual to whom a principal Card is issued by the Company; and
 - “Supplementary Cardmember”** means an individual to whom the Principal Cardmember has requested the Company to issue a supplementary Card.
- “Charge”, “Voluntary Charge” and “Involuntary Charge”** have the meanings ascribed to those words in Clause 5.
 - “Tele-electronic Identification Number” (TIN)** means the credit card telephone password assigned by the Company to a Cardmember (as from time to time varied by the Cardmember in the manner stipulated by the Company) to enable the Cardmember to use the System to request for services or give Transaction Instructions.
 - “Person”** includes any individual, corporation, firm, company, partnership, association or other organisation.
 - “PIN”** means, in relation to a Cardmember, the personal identification number provided by the Company to a Cardmember (as from time to time varied by the Cardmember in manner stipulated by the Company or varied by the Company in accordance with Clause 3(c)) to enable the Cardmember to gain access to certain Terminals to give Transaction Instructions.
 - “Services”** means, for Platinum VISA / id Platinum VISA / id Platinum Mastercard:
 - those package of services and privileges which are arranged / agreed by VISA International (“VISA”) to be ultimately supplied by Services Providers to Cardmembers in respect of the VISA Platinum Club and Concierge Services. The Services so promoted / arranged by VISA are subject to change from time to time; or
 - (as the case may be) those package services and privileges which are arranged / agreed by Mastercard International (“Mastercard”) to be ultimately supplied by Services Providers to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services. The Services so promoted / arranged by Mastercard are subject to change from time to time.
 - “Services Providers”** means, for Platinum VISA / id Platinum VISA / id Platinum Mastercard:
 - those individuals, companies or merchants who are arranged by and have agreed with VISA to supply Services to Cardmembers in respect of the VISA Platinum Club and Concierge Services; or
 - (as the case may be) those individuals, companies or merchants who are arranged by and have agreed with Mastercard to supply Services to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services.
 - “Statement”** means a monthly statement of account sent by the Company to a Cardmember, setting out the Charges and other

- Provided the Cardmember has not acted fraudulently or with gross negligence, the Cardmember shall not be liable for losses incurred:-
 - where a Transaction Instruction effected by the Company was given by use of a Card before the Cardmember received the Card, or given through the use of a counterfeit card; or
 - directly as a result of a fault in any Terminal which was not obvious or was not advised by a message or notice on display or otherwise drawn to the Cardmember’s attention.
- The Company’s liability for such losses shall in any event not exceed the amount of any Charges incurred on the Card Account as a result together with interest thereon.**

8. Data Privacy

- Each Cardmember agrees that all personal data relating to the Cardmember collected by the Company from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Company’s policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Company to its customers from time to time. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way of references or otherwise) to any financial institution with which the Cardmember has or proposes to have dealings to enable such financial institution to conduct credit checks on the Cardmember.
- In addition to sub-clause (a), the Company is authorised to disclose:-
 - to any merchant from time to time participating in any Bonus Points Scheme such data regarding the Cardmember as may enable the merchant to process the Cardmember’s requests for the redemption or exchange of Bonus Points;
 - for Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA, to a Principal Cardmember any data relating to the Card Account of any Supplementary Cardmember as such Principal Cardmember may from time to time request; and
 - to any institution the Cardmember’s Card Account number and such other information as is necessary to facilitate the processing of any Transaction Instruction given by the Cardmember through the use of the Card at any Terminal of such institution.
- Each Cardmember will promptly notify the Company of any change in the data provided by him when applying for a Card Account or a Card.

9. Lost Card Liability

- If a Card is lost or stolen, or if a PIN or TIN is disclosed or suspected to have been disclosed to any Person, or the Cardmember otherwise becomes aware or suspects that an unauthorised Transaction Instruction has been given, the Cardmember must, as soon as reasonably practicable afterwards, give notice of the same to the Company.
- Subject to sub-clause (c), the Cardmember shall be liable for all losses arising from or in respect of any Transaction Instructions executed before the Company receives notification pursuant to sub-clause (a).**

financial liabilities owed on that date by the Cardmember in respect of the Card Account, and such other information as the Company considers appropriate.

- “System”** means the Company’s 24-hour Interactive Telephone System, being any device for the time being employed by the Company for the purpose of providing voice response to a Cardmember’s request by telephone for services.
- “Terminal”** means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal through which Transaction Instructions may be given.
- “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 Company to effect a transaction.
- “Account Holder”** means a Person in whose name the Company opens a Card Account.
- “Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China.

Unless the context requires otherwise:-

- words denoting one gender shall include all other genders; and
- 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.

Save 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 Company 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. Each Cardmember should not activate the Card issued to him or carry out any transaction if he does not agree with such terms and conditions. Each Cardmember accepts the Card and such terms and conditions when he first uses the Card.

3. The Card, PIN and TIN

- Each Cardmember shall sign the Card immediately upon receipt from the Company.
- Every Card is the property of the Company and must be surrendered to the Company upon demand at any time, notwithstanding that the expiry date embossed on the face of the Card may not have expired.
- The Company will issue a new PIN to a Cardmember on each report of loss of the Card or disclosure of the PIN, or at the request in writing of a Cardmember.
- Each Cardmember shall at all times take reasonable care of the Card, the PIN and any TIN provided to him, and keep the Card safely under his personal control and the PIN and TIN secure and confidential. In particular:-
 - Transaction Instructions must be given in such a way that any confidential information (including without limitation a

- If a Card is lost or stolen, then provided that the Cardmember (i) has not acted fraudulently or with gross negligence, (ii) has not knowingly provided the Card to any Person (whether voluntarily or otherwise) and (iii) has informed the Company as soon as reasonably practicable after becoming aware that the Card has been lost or stolen, the Cardmember will only be liable for losses arising from Transaction Instructions effected in respect of the Card Account before the Company receives notification of such loss or theft, up to HK\$500.

For the avoidance of doubt, the Cardmember’s failure to observe any of the provisions of Clause 3(i) or to follow any other recommendation of the Company from time to time regarding the safety and secrecy of the Card and the PIN and TIN, including without limitation the disclosure, whether voluntary or otherwise, of the PIN or TIN to any Person, shall be treated as gross negligence on the part of the Cardmember for the purpose of this clause.

- Each Cardmember undertakes to give the Company promptly all information in the Cardmember’s possession as to the circumstances of any loss or theft of a Card or disclosure of a PIN or TIN and to take all reasonable steps to assist the Company to recover any missing Card and/or to minimize the loss or damage likely to arise from such loss, theft or disclosure.
- Following receipt by the Company of a report from a Cardmember pursuant to Clause 9(a) before the “Payment Due Date” specified in the current Statement recording the Charges arising from any Transaction Instruction alleged to have been unauthorised, the Cardmember may withhold payment of such Charges pending completion of the Company’s investigation into the same. The Cardmember shall forthwith pay all Charges withheld as above in the event that, upon completion of such investigation, the report made by the Cardmember is proved to be unfounded, and the Company reserves the right to re-impose any late charge and finance charge on these Charges computed in accordance with Clause 5(a)(ii) over the entire period (including the investigation period) as if no withholding had occurred.

10. Payments

- For Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA, notwithstanding anything contained in this Agreement, where any supplementary Cards are issued,
 - the Principal Cardmember shall be liable for all sums payable by the Principal Cardmember and any Supplementary Cardmember under this Agreement or otherwise due to the Company in respect of the Card Accounts; and
 - each Supplementary Cardmember who is not a minor shall be liable for all sums payable in respect of Transaction Instructions given by him.

Where a Supplementary Cardmember is a minor, the Principal Cardmember shall procure compliance with all other obligations expressed to be assumed by such Supplementary Cardmember under this Agreement.

- PI 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 Company 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.**
- The Cardmember 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.
- The Cardmember shall destroy the original printed copy of the PIN.
- The Cardmember shall in no circumstances write down the PIN or the TIN on the Card or on anything usually kept with or near the Card.
- The PIN and the TIN shall always be disguised if written down or recorded in any form.

4. Use of the Card

- Subject to the provisions of this Agreement, a Card may be used:-
 - within the credit limit (if any) from time to time determined by the Company at its discretion and notified by the Company to the Cardmember; and
 - before the expiry date embossed on its face.
- The Cardmember (where applicable, the Principal Cardmember only) may at any time apply to the Company 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 Company.
- A Cardmember’s right to use the Card shall cease immediately:-
 - in case of termination pursuant to Clause 13; or
 - in case of loss or theft of the Card.
- If a Cardmember loses or damages his Card, or requires a renewal or replacement Card before expiry of the existing Card, the Company 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 Cardmember the Card or Cards requested.
- Each Cardmember undertakes to act in good faith at all times in relation to all dealings with the Card and the Company.
- A Cardmember shall not use the Card or the Card Account for any illegal purposes. The Company is entitled, at its sole and absolute discretion, to refuse to act on or give effect to any Transaction Instruction if the Company has reason to believe that such Instruction is given in connection with any illegal transaction.
- It is the Cardmember’s responsibility to ensure that the credit limit as determined by the Company at its discretion and notified to the Cardmember is not exceeded. If the Cardmember does not wish to have temporary credit limit extension (the scope of which are to be designated by the Bank and communicated to the Cardmember), the Cardmember should indicate his/her choice explicitly and opt out from such service through the designated channel the Company provides from time to time.

- Without prejudice to the Company’s right under Clause 13(c) to demand payment in full at any time of outstanding Charges on the Card Account, the Cardmember is liable to pay the Company the full amount described as the “Minimum Payment” in respect of the Card Account in each Statement on or before the “Payment Due Date” specified in the Statement. The Cardmember may pay the Company in full the amount described as “Statement Balance” on the Card Account in the Statement.
- In addition to and not in substitution for the Company’s right of set off at law or pursuant to any other agreement from time to time subsisting between the Company and any Cardmember, the Company may at any time and without prior notice, set off, transfer or apply, and the Cardmember authorises the Company and each SCB Group Company to transfer or release to the Company upon request, all or any funds standing to the credit of any Cardmember (whether such funds are held singly or jointly with any other Person, and whether or not matured or due and payable) in the Card Account or in any Bank Account or other account with the Company or any SCB Group Company in or towards the payment or discharge of any liability (whether present or future, actual or contingent) of such Cardmember to the Company, including without limitation all sums which such Cardmember is obliged to pay under this Agreement. The Company may in its discretion place any such funds to the credit of a suspense account pending final settlement of such amount.
- Payments to the Company shall be accepted upon and subject to the Company’s terms and conditions for the time being in force, and shall be deemed not to have been made until such time as the relevant funds have been received for value by the Company.
- Cardmember agrees that the Company may debit Cardmember’s Card Account to make a partial or full refund of Cardmember’s credit balance by any means determined by the Company, including making a transfer to any of the Cardmember’s Bank Account with the Company or sending a cashier’s order to Cardmember, at any time without prior notice.

11. Statements

- The Cardmember shall upon receipt of a Statement check the Statement carefully and immediately notify the Company if it is considered that any details contained in the Statement are inaccurate or any transaction particularised in the Statement is unauthorised. If the Company does not receive any such notice within the period stipulated in the Statement for this purpose, the Cardmember shall be deemed to have accepted all the details contained in the Statement as true and accurate in all respects, except for details relating to any unauthorised Transaction Instruction arising from:
 - any default or negligence of the Company or its employee, agent or servant; or
 - forgery or fraud by any third party and in relation to which the Company failed to exercise reasonable care and skill, or forgery or fraud by the Company’s employee, agent or servant.
- The Company shall not be obliged to issue a Statement if (i) there has been no transaction on the Card Account since the last Statement or (ii) the Card Account has an outstanding credit or debit balance of less than HK\$10 as at the date of the Statement.
- The cycle in respect of Statement issuance, namely, statement cycle, may not correspond to a calendar month.

12. Amendments and Assignment

- This Agreement may be amended by the Company from time to time by notice in a Statement or given in accordance with Clause 14.

5. Charges

- Charges comprise all or any of the following:-
- Voluntary Charges, namely:-
 - the amount of any purchase (including a Bonus Points Purchase) of goods and/or services made by a Transaction Instruction;
 - the amount of any cash advance provided pursuant to a Transaction Instruction;
 - any amount which the Company debits to the Card Account on request; and
 - any other amount chargeable to the Card Account by virtue of a Transaction Instruction.
 - Involuntary Charges, comprising the following, at the rates published by the Company which may from time to time be varied by notice to the Account Holder in a Statement or by notice given in accordance with Clause 14:-**
 - Annual fee:**
 - An annual fee is payable on issue of the Principal Card and on each anniversary of the date of issuance.
 - For Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA, an annual fee is payable on issue of each Supplementary Card and on each anniversary of the date of issuance.
 - Refund of Annual fee. Save as otherwise provided in Clause 12 (c), no refund of annual fee will be made if a Card is terminated (whether by the Company or by the Account Holder) before the end of the year in respect of which the annual fee has been paid.
 - Cash advance fee:** Payable on each cash advance.
 - Cash withdrawal fee:** Payable on the issuance of a cheque / cashier’s order by the Company at the Cardmember’s (or for id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard, Account Holder’s) request for any cash withdrawal from the Card Account.
 - Charge for foreign currency cheque repayment:** Payable whenever a foreign currency cheque is presented for repayment of any Charge.
 - Charge for sales draft copies.**
 - Finance charge for cash advance:** Accrue on each cash advance from the date of advance until repayment in full, calculated on the basis of a 30-day month.

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

- If the Company’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 Company issues.
- If the Company’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 Company issues.

Refund of Annual fee. Save as otherwise provided in Clause 12 (c), no refund of annual fee will be made if a Card is terminated (whether by the Company or by the Account Holder) before the end of the year in respect of which the annual fee has been paid.

Cash advance fee: Payable on each cash advance.
Cash withdrawal fee: Payable on the issuance of a cheque / cashier’s order by the Company at the Cardmember’s (or for id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard, Account Holder’s) request for any cash withdrawal from the Card Account.

Charge for foreign currency cheque repayment: Payable whenever a foreign currency cheque is presented for repayment of any Charge.
Charge for sales draft copies.

Finance charge for cash advance: Accrue on each cash advance from the date of advance until repayment in full, calculated on the basis of a 30-day month.

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

- 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 Company.

- the total of the over-limit amount and/or the overdue amount (where applicable); and
- any percentage as the Company may publish from time to time on the basis of the “Statement Balance” as specified in a Statement.

All amounts due to the Company 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 Company or any other Person and notwithstanding any legal limitation, disability or incapacity of any Cardmember.

Any credit given in respect of the supply of goods or services will be applied by the Company to the Card Account only after receipt by the Company of notification from the supplier of the goods or services in form acceptable to the Company.

- The Company will be entitled (but not bound) to give effect to any instruction given by a Cardmember that payment may be effected by crediting the Card Account with the amount of the Statement Balance and debiting with the like amount such other account as may have been established by the Cardmember with the Company for such purposes.
- Cardmember agrees that the Company may debit Cardmember’s Card Account to make a partial or full refund of Cardmember’s credit balance by any means determined by the Company, including making a transfer to any of the Cardmember’s Bank Account with the Company or sending a cashier’s order to Cardmember, at any time without prior notice.

11. Statements

- The Cardmember shall upon receipt of a Statement check the Statement carefully and immediately notify the Company if it is considered that any details contained in the Statement are inaccurate or any transaction particularised in the Statement is unauthorised. If the Company does not receive any such notice within the period stipulated in the Statement for this purpose, the Cardmember shall be deemed to have accepted all the details contained in the Statement as true and accurate in all respects, except for details relating to any unauthorised Transaction Instruction arising from:
 - any default or negligence of the Company or its employee, agent or servant; or
 - forgery or fraud by any third party and in relation to which the Company failed to exercise reasonable care and skill, or forgery or fraud by the Company’s employee, agent or servant.
- The Company shall not be obliged to issue a Statement if (i) there has been no transaction on the Card Account since the last Statement or (ii) the Card Account has an outstanding credit or debit balance of less than HK\$10 as at the date of the Statement.
- The cycle in respect of Statement issuance, namely, statement cycle, may not correspond to a calendar month.

12. Amendments and Assignment

- This Agreement may be amended by the Company from time to time by notice in a Statement or given in accordance with Clause 14.

specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Company issues.

- If the Company’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 Company issues.

Finance charge for purchase: Payable if payment of the amount shown in any Statement as the Statement Balance is not received in full by the Company on or before the Payment Due Date specified in the Statement. This is calculated on the daily outstanding balance incurred on the Card Account in respect of transactions (excluding the amount of any finance charge incurred, Bonus Points Purchase, cash advance and any transaction under designated additional services, if applicable) from:-

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

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

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

If the Company’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 Company issues.

If the Company’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 Company issues.

Late charge: Payable if the Minimum Payment specified in any Statement is not paid on or 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 the Company may specify.

- 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 Company.

Subject to sub-clause (a) above, any such amendment shall be deemed to be effective and binding on each Cardmember unless notice of termination of the Card Account together with the Card issued under the Card Account is received by the Company in the manner described in Clause 13(b)(i) before the effective date of such amendment.

Where the Cardmember 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 Cardmember on a pro rata basis unless the Company considers such refund to be of a minimal amount.

No Cardmember may assign the whole or any part of his rights under this Agreement. The Company may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement.

13. Breach and Termination

- For Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA:
The Principal Cardmember shall be liable for any loss directly or indirectly resulting from any breach of this Agreement by any Cardmember. Each Supplementary Cardmember shall be liable for any such loss resulting from his breach of this Agreement.

For id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard:

Each Cardmember shall be liable for any loss directly or indirectly resulting from any breach of this Agreement by the Cardmember.

- For Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA:

The Principal Cardmember may at any time terminate the Card Account or require the Company to terminate the use of any supplementary Card, and any Supplementary Cardmember may require the Company to terminate the use of his supplementary Card, in each case by notice in writing to the Company 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.

For id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard:

The Cardmember may at any time terminate the Card Account by notice in writing to the Company 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.

14. Communication

Any of the following documents may be served by sending the same by ordinary post to the usual or last known address of the Cardmember (or for Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA, 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 case 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.-

- Overlimit charge** : If as at any point of time during a statement cycle the outstanding balance exceeds the credit limit, a charge is payable and shall be posted to the Statement the Company issues for that relevant statement cycle.
- Replacement fee:** Payable on issue of a replacement Card before expiry of the existing card.
- Returned item fee:** Payable whenever the Company seeks payment pursuant to direct debit or autopay instructions but such payment is not received by the Company.
- Statement retrieval fee.**

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

Involuntary Charges are subject to change by the Company at any time in its discretion by notice given in a Statement or in accordance with Clause 14. Each Cardmember is referred to the Statement for information current as of the date of each Statement.

Subject to Clause 11(a), the Company’s record of the amount of any Charge shall, in the absence of manifest error, be final and binding on each Cardmember, and shall be conclusive in any case where the Company has made any payment pursuant to a Voluntary Charge.

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 Company may from time to time designate.

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 Interactive Telephone System

- Transaction Instructions comprise each of the following:-
 - 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 Company,

The Company may at any time terminate the Card Account and/or the use of any Card by notice to the Cardmember. Upon such termination, the Cardmember shall immediately cease to be entitled to the use of the Card Account and/or the Card and any benefits related thereto, including without limitation the use of any Bonus Points awarded under any Bonus Points Scheme.

In the event of breach of this Agreement by any Cardmember, or on termination of the Card Account or demand made by the Company at any time at its sole and absolute discretion, then notwithstanding any prior agreement or arrangement between the Company and any Cardmember to the contrary (subject to any applicable law), the following Charges shall become immediately due and payable in full by:-

- for id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard, the Cardmember; or
- for Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA, the Principal Cardmember, and each other Supplementary Cardmember shall be liable to pay in full immediately that part of the following Charges which is attributable to Transaction Instructions given by him:-

subject to Clause 12(c), 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 Statement 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

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).

Without prejudice to the other provisions of this Agreement, if the Cardmember 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.

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

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.

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.

If there is any inconsistency or conflict between the English version of this Agreement and the Chinese version, the English version shall prevail.

- instructions input to the Company’s computer through an automated teller machine with the use of a Card or through the System, or given or purportedly given by the Cardmember by fax;
 - any request for a cash advance; and
 - any other instruction given through the use of other card facilities from time to time made available by the Company.
- The Cardmember shall strictly follow operating instructions from time to time issued by the Company for the use of Terminals and the System respectively.
- In the absence of any notice given by a Cardmember pursuant to Clause 9(a), the Company is authorised (but not bound) to give effect to any Transaction Instruction which the Company in good faith believes to have emanated from a Cardmember without requiring further confirmation in any form and as though the same were submitted by the Cardmember to the Company in writing and signed.