

MANHATTAN Platinum萬事達卡 / Titanium萬事達卡 / 萬事達金卡 / 聯營萬事達金卡 / 萬事達卡 / 聯營萬事達卡會員合約

重要提示：閣下在開始使用閣下的 MANHATTAN Platinum 萬事達卡 / Titanium 萬事達卡 / 萬事達金卡 / 聯營萬事達金卡 / 萬事達卡 / 聯營萬事達卡前，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。閣下經使用信用卡，即視作已接受此等條款及條件，並將受其約束。

1. 定義

在本合約中，除非內文特別規定，否則，下列詞語具有如下涵義：

- 「**賬戶持有人**」指本公司以其名義開立信用卡賬戶的人士。
- 「**本公司**」指渣打銀行（香港）有限公司、其繼承人及承辦人。
- 「**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就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營公司的渣打銀行集團內任何其他公司，包括其繼承人及承辦人。
- 「**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點換購貨品及/或服務。
- 「**信用卡**」指，如適用，由本公司發給信用卡會員的 MANHATTAN Platinum 萬事達卡、Titanium 萬事達卡、萬事達金卡、聯營萬事達金卡、萬事達卡及聯營萬事達卡，包括主卡及任何附屬卡。
- 「**信用卡賬戶**」指賬戶持有人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（不論其是否為賬戶持有人），並包括主卡會員及任何附屬卡會員。
- 「**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。

2. 本合約的適用性

- 本公司向任何人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。
- 本公司在每次接獲賬戶持有人報告信用卡遺失或私人密碼被洩露時或在賬戶持有人提出書面請求時，均會向賬戶持有人發給新的私人密碼。
- 信用卡會員在任何時候均須小心保管信用卡，並使用信用卡在其控制下安全使用。賬戶持有人在任何時候亦須對私人密碼及電子理財私人密碼加以妥善保管及保密。特別是：
 - 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。**
 - 無論在任何情況下，信用卡會員皆不得容許其他人使用其信用卡。
 - 無論在任何情況下，賬戶持有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，或容許其他人使用其私人密碼及/或電子理財私人密碼。
 - 賬戶持有人在應當鑲印含有私人密碼的通知正本。
 - 無論在任何情況下，賬戶持有人不得將私人密碼或電子理財私人密碼寫在信用卡上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。
 - 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。

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，凡提及條款均指本合約的條款。

- 儲存在信用卡內的所有資料或數據（如積分的現金，需經本公司核查始可作實，且支票可能不會在當日內貨記入信用卡賬戶內。
- 透過自動櫃員機存入信用卡賬戶的存款或其他票據，由本公司負責收妥，待本公司按債收妥有關的款項後，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. 服務之保證及聲明

就Platinum 萬事達卡 / Titanium 萬事達卡而言：

- 本公司不負責提供服務及並非為該等服務之服務供應商（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Mastercard及/或服務供應商向會員提供/供應/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議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、費用及合理行政的開支，會員須彌補本公司，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無關，對於其直接或間接引起的損失或損害，本公司概不對任何信用卡會員負責，但因本公司疏忽或故意違約而直接引致者除外：
 - 以信用卡付款的貨品或服務有任何瑕疵或損壞，或信用卡會員向該等貨品或服務的供應商提出索償或投訴，或信用卡會員與供應商之間的任何其他爭執；為免產生疑問起見，信用卡會員仍須全數負責有關貨品或服務所產生的收費；
 - 任何人士或終端機拒絕承認或接受使用信用卡；
 - 儲存在信用卡內的所有資料或數據（如積分的現金，需經本公司核查始可作實，且支票可能不會在當日內貨記入信用卡賬戶內。
 - 透過自動櫃員機存入信用卡賬戶的存款或其他票據，由本公司負責收妥，待本公司按債收妥有關的款項後，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。

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，凡提及條款均指本合約的條款。

- 「**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。
- 「**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。
- 「**私人密碼**」指由本公司給予賬戶持有人的個人識別密碼（賬戶持有人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），使賬戶持有人能使用於終端機發出交易指示。
- 「**服務**」是指，就Platinum 萬事達卡 / Titanium 萬事達卡而言，Mastercard International（以下簡稱「Mastercard」）安排/同意最終由服務供應商向會員提供的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。
- 「**服務供應商**」是指，就Platinum 萬事達卡 / Titanium 萬事達卡而言，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。
- 「**月結單**」指由本公司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。
- 「**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。
- 「**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。
- 「**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。
- 「**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得包括其他所有性別；及
 - 表明單數的字眼亦包括複數，反之亦然。

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- 向主卡會員披露該主卡會員不時可能要求的任何有關信用卡賬戶的資料；及
- 向任何機構披露信用卡賬戶號碼及其他可能需要的資料，以便處理信用卡在該機構的終端機使用發出的交易指示。
- 每名信用卡會員在申請信用卡賬戶或信用卡時提供的資料如有任何更改，應立即通知本公司。

9. 遺失信用卡的責任

- 若信用卡遺失或被竊，或若私人密碼或電子理財私人密碼已洩露予或懷疑已洩露予任何人士，或信用卡會員在其他方面知悉或懷疑已發出未經授權的交易指示，信用卡會員必須在合理可行的情況下盡快通知本公司。
- 若信用卡遺失或被竊，則只要信用卡會員(i)並無欺詐行為或嚴重疏忽，(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公司，則信用卡會員就本公司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HK\$500為限。為免生疑問，**信用卡會員若並未遵守第3條(d)款任何規定，或並未遵照本公司不時生效的或與之有關的一切損失負責，惟以下(c)款所述之情況除外。**
- 若信用卡遺失或被竊，則只要信用卡會員(i)並無欺詐行為或嚴重疏忽，(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公司，則信用卡會員就本公司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HK\$500為限。為免生疑問，**信用卡會員若並未遵守第3條(d)款任何規定，或並未遵照本公司不時生效的或與之有關的一切其他建議，包括但不限於自願或非自願地向任何人士洩露私人密碼或電子理財私人密碼，則就本款而言，信用卡會員須視作嚴重疏忽處理。**
- 每名信用卡會員承諾就其所知即向本公司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公司尋回遺失的信用卡及/或盡速減輕因前述遺失、被竊或被洩露可能引起的損失或損害。
- 當本公司於月結單指定的「到期繳款日」前收到信用卡會員根據第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，信用卡會員可在本公司完成有關的調查之前，暫緩繳付該等收費。若在調查完成後，信用卡會員所作的報告被證實並無事實根據，則信用卡會員須立即向本公司轉賬並發放上述全部或任何存款。本公司亦可酌情決定將此等存款存入一暫記賬戶內以等待此等款額作出最後結算。
- 凡付款予本公司，須按本公司當時生效的條款及條件方獲接受，並須在本公司確實按債收到有關款項時才視作有效。
- 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公司不時認為適當的次序應用：
 - 下列所述之應付最低金額；其次為
 - 分期付款項；其次為
 - 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
 - 使用信用卡所產生並未載入當期月結單的費用、收費及交易。
 - 在不影響本公司根據第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「到期繳款日」或之前，就信用卡賬戶向本公司繳付月結單上列明為「應付最低金額」的全部款額。若有多於一名信用卡會員，則在不影響上文(a)款的一般性原則下，每名信用卡會員須於月結單上列明的「到期繳款日」或之前，繳付月結單上列明的「應付最低金額」中屬於其所發出交易指示的該部分款額。賬戶持有人可向本公司全數繳清該月結單上列明為信用卡賬戶「月結單總結欠」的款額。
 - 除本公司依法或根據本公司與任何信用卡會員不時訂立的任何其他合約而享有的抵銷權利之外，及在並非欺詐等權利的情况下，本公司可在任何時候，無須事先另行通知而將任何信用卡會員在信用卡賬戶的任何銀行賬戶或本公司或渣打集團公司的任何其他賬戶的全部或任何存款（不論該等存款是單獨持有或與任何其他人士聯名持有，亦不論是否已到期或已到期應付）予以抵銷、轉賬或應用，以支付或清償信用卡會員對本公司的負債（不論是現在或將來的，實際或應有的），包括但不限於該信用卡會員根據本合約須支付的一切款額，信用卡會員並授權每一渣打集團公司按要亦向本公司轉賬並發放上述全部或任何存款。本公司亦可酌情決定將此等存款存入一暫記賬戶內以等待此等款額作出最後結算。
 - 凡付款予本公司，須按本公司當時生效的條款及條件方獲接受，並須在本公司確實按債收到有關款項時才視作有效。
 - 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公司不時認為適當的次序應用：
 - 下列所述之應付最低金額；其次為
 - 分期付款項；其次為
 - 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
 - 使用信用卡所產生並未載入當期月結單的費用、收費及交易。
 - 在不影響本公司根據第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「到期繳款日」或之前，就信用卡賬戶向本公司繳付月結單上列明為「應付最低金額」的全部款額。若有多於一名信用卡會員，則在不影響上文(a)款的一般性原則下，每名信用卡會員須於月結單上列明的「到期繳款日」或之前，繳付月結單上列明的「應付最低金額」中屬於其所發出交易指示的該部分款額。賬戶持有人可向本公司全數繳清該月結單上列明為信用卡賬戶「月結單總結欠」的款額。
 - 除本公司依法或根據本公司與任何信用卡會員不時訂立的任何其他合約而享有的抵銷權利之外，及在並非欺詐等權利的情况下，本公司可在任何時候，無須事先另行通知而將任何信用卡會員在信用卡賬戶的任何銀行賬戶或本公司或渣打集團公司的任何其他賬戶的全部或任何存款（不論該等存款是單獨持有或與任何其他人士聯名持有，亦不論是否已到期或已到期應付）予以抵銷、轉賬或應用，以支付或清償信用卡會員對本公司的負債（不論是現在或將來的，實際或應有的），包括但不限於該信用卡會員根據本合約須支付的一切款額，信用卡會員並授權每一渣打集團公司按要亦向本公司轉賬並發放上述全部或任何存款。本公司亦可酌情決定將此等存款存入一暫記賬戶內以等待此等款額作出最後結算。
 - 凡付款予本公司，須按本公司當時生效的條款及條件方獲接受，並須在本公司確實按債收到有關款項時才視作有效。
 - 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公司不時認為適當的次序應用：
 - 下列所述之應付最低金額；其次為
 - 分期付款項；其次為
 - 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
 - 使用信用卡所產生並未載入當期月結單的費用、收費及交易。
 - 在不影響本公司根據第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「到期繳款日」或之前，就信用卡賬戶向本公司繳付月結單上列明為「應付最低金額」的全部款額。若有多於一名信用卡會員，則在不影響上文(a)款的一般性原則下，每名信用卡會員須於月結單上列明的「到期繳款日」或之前，繳付月結單上列明的「應付最低金額」中屬於其所發出交易指示的該部分款額。賬戶持有人可向本公司全數繳清該月結單上列明為信用卡賬戶「月結單總結欠」的款額。
 - 除本公司依法或根據本公司與任何信用卡會員不時訂立的任何其他合約而享有的抵銷權利之外，及在並非欺詐等權利的情况下，本公司可在任何時候，無須事先另行通知而將任何信用卡會員在信用卡賬戶的任何銀行賬戶或本公司或渣打集團公司的任何其他賬戶的全部或任何存款（不論該等存款是單獨持有或與任何其他人士聯名持有，亦不論是否已到期或已到期應付）予以抵銷、轉賬或應用，以支付或清償信用卡會員對本公司的負債（不論是現在或將來的，實際或應有的），包括但不限於該信用卡會員根據本合約須支付的一切款額，信用卡會員並授權每一渣打集團公司按要亦向本公司轉賬並發放上述全部或任何存款。本公司亦可酌情決定將此等存款存入一暫記賬戶內以等待此等款額作出最後結算。
 - 凡付款予本公司，須按本公司當時生效的條款及條件方獲接受，並須在本公司確實按債收到有關款項時才視作有效。
 - 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公司不時認為適當的次序應用：
 - 下列所述之應付最低金額；其次為
 - 分期付款項；其次為
 - 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
 - 使用信用卡所產生並未載入當期月結單的費用、收費及交易。

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，凡提及條款均指本合約的條款。

- 本公司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
- 在卡上所刻印的失效日期之前使用。
- 賬戶持有人可隨時向公司申請審核有關信用卡賬戶的信貸限額，本公司對此擁有完全及絕對的酌情決定權。
- 在下列情況下，信用卡會員使用信用卡的權利立刻終止：
 - 若其使用權根據第13條終止；或
 - 若信用卡遺失或被竊。
- 若信用卡會員遺失或損壞其信用卡，或要求本公司在現有信用卡失效之前續發或補發信用卡，本公司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）發出信用卡會員要求的一張或多張信用卡。
- 每名信用卡會員承諾，在任何時候均會在處理信用卡及與本公司交易方面，竭誠行事。
- 信用卡會員不得使用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行為，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。
- 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。

5. 收費

- 收費包括下列所有各項或任何一項：
 - 自動收費如下：
 - 以交易指示購買貨品及/或服務（包括積分購物）的款項；
 - 根據交易指示所提供的透支現金數額；
 - 本公司根據要求從信用卡賬戶扣除的數額，及
 - 按交易指示可向信用卡賬戶收取的任何其他收費。
 - 被動收費包括下列各項，按照本公司公佈的收費率計算，本公司可不時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：**
 - 下列所述之應付最低金額；其次為
 - 分期付款項；其次為
 - 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
 - 使用信用卡所產生並未載入當期月結單的費用、收費及交易。

- 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；
- 超逾信用額之全數金額及/或全數逾期金額（如適用）；及
- 根據月結單上載列之「月結單總結欠」而本公司不時規定之任何百分比。

- 根據本合約應付予本公司的款項，不得以抵銷、反索償或其他方式將本公司或其他人士拖欠或據稱拖欠的款額從中扣除，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。
- 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商所產生的貨項記入信用卡賬戶內（而非撥歸任何特定的信用卡會員）。
- 賬戶持有人若指示本公司將月結單總結欠的款額貸記在信用卡賬戶內，及將相同的款額自賬戶持有人為此在本公司開立的任何其他賬戶中扣除，藉此作出付款，則本公司有權（但並非必須）執行該項指示。
- 信用卡會員同意本公司可在任何時候透過本公司決定之任何方式支取信用卡會員信用卡賬戶以退還該戶口內部分或全部信貸結餘，包括轉賬至信用卡會員於本公司持有的任何銀行賬戶或郵寄本票予信用卡會員，而毋須事先通知。

13. 違約及終止

- 賬戶持有人須對任何信用卡會員違反本合約或直接或間接所引起的損失負責。其他每名信用卡會員均須就其違反本合約所引起的損失負責。**

- 年費：**
 - 本公司每發出一張新主卡及在該主卡發出後的每個周年日，均收取年費。
 - 本公司每發出一張附屬卡及在該附屬卡發出後的每個周年日，均收取年費。
- 退還年費：除第12條(c)款另行規定外，如已在支付年費的年度內由本公司或有關賬戶持有人終止信用卡的使用，則恕不退回年費。
- 透支現金透費用：**每次透支現金，均須繳付透支現金費用。
- 現金提款費：**如賬戶持有人從信用卡賬戶提取現金並要求公司以支票/本票支付須另付費用。
- 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。
- 購物單據檢查費：**
- 透支現金財務費：**每次透支現金，由透支日期開始計息，直至全數付清之日為止，按每月三十日的基準計算。
- 拖欠利率：**倘若截至月結單所示到期繳款日或之前，本公司仍未收到該月結單所示的應付最低金額，則將適用：
 - 倘若本公司記錄顯示在過去一個月內有拖欠情況，則本公司將在月結單中告知由下個月結單週期起上調利率，直至本公司發出的月結單當天前述拖欠情況不再存在。
 - 倘若本公司記錄顯示在過去十二個月內拖欠情況達兩次或以上，本公司將在月結單中告知由下個月結單週期起上調更高利率，直至本公司發出的月結單當天前述拖欠情況不再存在。
 - 倘若本公司記錄顯示在過去十二個月內有拖欠情況，則須按交易逐筆收取。
 - 倘若本公司記錄顯示在過去十二個月內拖欠情況達兩次或以上，本公司將在月結單中告知由下個月結單週期起上調更高利率，直至本公司發出的月結單當天前述拖欠情況不再存在。
 - 倘購物財務費：倘於任何月結單上的月結單總結欠並未在該月結單指定的到期繳款日或之前由本公司全數收妥，則本公司將收取購物財務費。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、指定及任何適用之額外服務下交易的款項）從以下日期開始按日計算：
 - 相關交易指示日期；或
- 相關交易指示日期；或
- 本公司可隨時透過向賬戶持有人發出通知而終止其信用卡賬戶及/或任何信用卡的使用，上文(ii)款所述終止的後果，就所擬終止的信用卡而言，須適用於有關的信用卡會員。
- 若任何信用卡會員違反本合約，或當信用卡賬戶終止或本公司以其完全及絕對酌情權要求時，則儘管（按照任何適用法律），本公司與賬戶持有人以前有任何相反的合同或安排，賬戶持有人須立即全數償還下列收費，其他每名信用卡會員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：
 - 在第12條(c)款的規限下，信用卡賬戶所有當時未清還的收費（不包括任何積分購物的款項）的總額（不論是否已反映在月結單的月結單總結欠及不論是否已計入信用卡賬戶或於違約、終止或要求（以適用者為準）之日到期應付）；及
 - 違約、終止或要求後產生的自動收費的數額（不包括任何積分購物的款項）。
- 該等款項將按第5條(a)(ii)款所述有關利率逐日計息，自到期日起計，直至償還日期為止。**

對由於信用卡會員發出的任何交易指示所引起的或與之有關的一切收費，信用卡會員均須向本公司負責，儘管信用卡會員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信用卡會員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。

本公司可隨時透過向賬戶持有人發出通知而終止其信用卡賬戶及/或任何信用卡的使用，上文(ii)款所述終止的後果，就所擬終止的信用卡而言，須適用於有關的信用卡會員。

- 本公司可酌情選擇任何代理人或第三者服務供應商以收取根據本合約或在其他地方就信用卡賬戶須向本公司支付的任何數額。
- 每名信用卡會員須在本公司要求時全數彌償本公司在要求償還、收取或試圖收取、或起訴以追討該信用卡會員根據本合約須向本公司支付的任何款額時，或就本合約遭違反尋求補救時，（不論直接或間接）所有合理費用及開支（包括但不限於本公司依據以上(a)款催用的任何代理人或服務供應商的費用，以及按彌償基準計算的律師費及有關支出）。
- 本公司可隨時透過向賬戶持有人發出通知而終止其信用卡賬戶及/或任何信用卡的使用，上文(ii)款所述終止的後果，就所擬終止的信用卡而言，須適用於有關的信用卡會員。
- 若任何信用卡會員違反本合約，或當信用卡賬戶終止或本公司以其完全及絕對酌情權要求時，則儘管（按照任何適用法律），本公司與賬戶持有人以前有任何相反的合同或安排，賬戶持有人須立即全數償還下列收費，其他每名信用卡會員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：
 - 在第12條(c)款的規限下，信用卡賬戶所有當時未清還的收費（不包括任何積分購物的款項）的總額（不論是否已反映在月結單的月結單總結欠及不論是否已計入信用卡賬戶或於違約、終止或要求（以適用者為準）之日到期應付）；及
 - 違約、終止或要求後產生的自動收費的數額（不包括任何積分購物的款項）。
- 該等款項將按第5條(a)(ii)款所述有關利率逐日計息，自到期日起計，直至償還日期為止。**

對由於信用卡會員發出的任何交易指示所引起的或與之有關的一切收費，信用卡會員均須向本公司負責，儘管信用卡會員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信用卡會員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。

本公司可隨時透過向賬戶持有人發出通知而終止其信用卡賬戶及/或任何信用卡的使用，上文(ii)款所述終止的後果，就所擬終止的信用卡而言，須適用於有關的信用卡會員。

對由於信用卡會員發出的任何交易指示所引起的或與之有關的一切收費，信用卡會員均須向本公司負責，儘管信用卡會員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信用卡會員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。

- 倘信用卡賬戶資金不足或尚未安排貸款，本公司可拒絕遵照任何交易指示行事。本公司亦可能會不時對任何透支設定限額。
- 對由於信用卡會員發出的任何交易指示所引起的或與之有關的一切收費，信用卡會員均須向本公司負責，儘管信用卡會員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信用卡會員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。

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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，凡提及條款均指本合約的條款。

MANHATTAN Platinum Mastercard / Titanium Mastercard / Gold Mastercard / Gold Co-branded Mastercard / Mastercard / Co-branded Mastercard Cardmember Agreement

IMPORTANT: Before you start to use your MANHATTAN Platinum Mastercard / Titanium Mastercard / Gold Mastercard / Gold Co-branded Mastercard / Mastercard / Co-branded 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:-

- "Account Holder"** means a Person in whose name the Company opens a Card Account.
- "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 Mastercard, Titanium Mastercard, Gold Mastercard, Gold Co-branded Mastercard, Mastercard and Co-branded Mastercard issued by the Company to a Cardmember, and includes a principal Card and any supplementary Card.
- "Card Account"** means the account opened and maintained by the Company in the name of the Account Holder for the purpose of this Agreement.

7A. Warranties & Representations of Services

For MANHATTAN Platinum Mastercard / Titanium 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 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 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

- "Cardmember"** means an individual (whether or not also an Account Holder) in whose names a Card is issued by the Company and who is deemed to have accepted the Card and this Agreement in accordance with Clause 2, and includes both a Principal Cardmember and any Supplementary Cardmember.
- "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 the personal identification number provided by the Company to the Account Holder (as from time to time varied by the Account Holder in manner stipulated by the Company or varied by the Company in accordance with Clause 3(c)) to enable the Account Holder to gain access to certain Terminals to give Transaction Instructions.
- "Services"** means, for Platinum Mastercard / Titanium Mastercard, those package of 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 Platinum Club and Mastercard are subject to change from time to time.
- "Services Providers"** means, for Platinum Mastercard / Titanium Mastercard, 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 an Account Holder, setting out the Charges and other financial liabilities owed on that date by the Account holder and any other Cardmember to the Company 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.

- any act of fraud, forgery or gross negligence of the Cardmember, including (without limitation) the Cardmember's failure to observe Clause 3(d) or 9(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.
- 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 Account Holder 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;
 - to a principal Cardmember any data relating to the Card Account as such Principal Cardmember may from time to time request; and
 - to any institution the Card Account number and such other information as may be necessary to facilitate the processing of any Transaction Instruction given 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.

- "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.
- "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 a 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 the Account Holder on each report of loss of the Card or disclosure of the PIN, or at the request in writing of the Account Holder.
- Each Cardmember shall at all times take reasonable care of the Card and keep the Card safely under his personal control. The Account Holder shall also at all times keep 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 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 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 allow the Card to be used by any other Person.

- 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).**
- 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(d) 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

- Notwithstanding anything contained in this Agreement, where there is more than one Cardmember under the Card Account,
 - the Account Holder shall be liable for all sums payable by the Account Holder and any other Cardmember under this Agreement or otherwise due to the Company in respect of the Card Account; and
 - each other Cardmember who is not a minor shall be liable for all sums payable in respect of Transaction Instructions given by him.

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

- The Account Holder shall under no circumstances disclose his PIN or TIN to any Person, or allow the PIN and/or the TIN to be used by any other Person.
- The Account Holder shall destroy the original printed copy of the PIN.
- The Account Holder 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 Account Holder; and
 - before the expiry date embossed on its face.
- The Account Holder 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 Account Holder is liable to pay the Company the full amount described as the "Minimum Payment" in respect of the Card Account, and (where there is more than one Cardmember, then without prejudice to the generality of sub-clause (a) above) each other Cardmember is liable to pay that part of the amount so described which is attributable to Transaction Instructions given by him, in each Statement on or before the "Payment Due Date" specified in the Statement. The Account Holder 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.
- Payments and credits received in respect of the Card Account shall be applied in the following order or in any other order as the Company from time to time thinks fit subject to any applicable law:-
 - Minimum Payment as specified below; then
 - instalment amount; then
 - cash advances and unpaid transactions which are subject to the normal interest rate(s), and if more than one rate is applicable, the amount charged with the highest rate will be paid first and the rest to be paid in descending order according to the applicable rate(s); then
 - cash advances and unpaid transactions which are subject to the special interest rate(s), and if more than one rate is applicable, the amount charged with the highest rate will be paid first and the rest of the paid in descending order based on the applicable rate(s); then
 - fees, charges and transactions incurred from the use of Card not yet shown on the current Statement.

5. Charges

(a) 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(b):-
 - Annual fee:**
 - An annual fee is payable on issue of the Principal Card and on each anniversary of the date of issuance.
 - 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 relevant 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 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.

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.

- 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.

"Minimum Payment" shall be the aggregate amount of the following items, or any minimum amount as published by the Company from time to time, whichever amount is higher:-
 - the total of the outstanding billed interest and other Involuntary Charges;
 - the total of any other outstanding billed fees and charges or other billable items;
 - 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 (and not to any specific Cardmember) 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 the Account Holder 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 Account Holder 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 Account Holder 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 Account Holder and each other 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 a 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.

- 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 transactions under designated additional services, if applicable) from:-
 - the 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 as specified 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.

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 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.

- 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(b).
- 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 each 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 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 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

- The Account Holder shall be liable for any loss directly or indirectly resulting from any breach of this Agreement by any Cardmember. Each other Cardmember shall be liable for any such loss resulting from his breach of this Agreement.**
- The Account Holder may at any time terminate the Card Account or require the Company to terminate the use of any Card under the Card Account, and any other Cardmember may require the Company to terminate the use of his 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.

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 Cardmember) as a result of the failure of the Cardmember 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 Company.

- 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.

(M) 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. 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.
- 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 Account Holder. 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.
- The Company 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 Cardmember.

- 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 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 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)(i).

- Without prejudice to the other provisions of this Agreement, if the Account Holder or any other 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.

14. Communication

- Each Cardmember who is not an Account Holder hereby irrevocably appoints the Account Holder as the Cardmember's agent for the purposes of service by the Company upon the Cardmember of:-
 - 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;

- 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.
- The Company may (but shall not be obliged to) record, and each Cardmember hereby consents to the Company recording, Transaction Instructions in writing and/or by tape recording and/or by any other method as the Company may determine. Subject to Clause 11(a), the Company's record of Transaction Instructions shall, in the absence of manifest error, be conclusive and binding on the Cardmember and may be retained by the Company for such period as it deems appropriate.
- The Company 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 Card Account. Furthermore, any withdrawal may also be subject to cap(s) as may be designated by the Company from time to time.
- Cash deposited in an automated teller machine or cash deposit machine for credit to the Card Account is subject to verification by the Company and may not be credited to the Card Account on the day of deposit.
- Cheques or other instruments deposited in an automated teller machine for credit to the Card Account will be collected by the Company and the proceeds will not be available until the relevant funds have been received for value by the Company.
- Any information given by the System or a Terminal is for reference only. The Company 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.

- In relation to any renewal or replacement Card issued to a Cardmember, without prejudice to any other valid mode of activation of the Card by the Cardmember, the Company shall be entitled (but not bound) to treat any Transaction Instruction (including but without limitation to any Transaction Instruction effected by way of any direct debit authorisation previously given by the Cardmember pursuant to a previous Card) received by the Company as sufficient act of validation of the Card emanated from the Cardmember without requiring further confirmation in any form and as though the activation were effected by the Cardmember and the Company.

- any other demand, communication or notice made or given by the Company pursuant to or for the purpose of this Agreement; and
- legal process, in the event of any legal proceedings in respect of this Agreement having been instituted.
- 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 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.

15. Expenses of Enforcement

- The Company may in its discretion employ any agent or third party service provider to collect any sum owing to the Company under this Agreement or otherwise payable in respect of the Card Account.
- Each Cardmember shall be liable to indemnify the Company in respect of, and reimburse the Company on demand, all costs and expenses (including without limitation the charges of any agent or service provider employed pursuant to sub-clause (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 Company in demanding, collecting or attempting to collect, or suing to recover, any sum payable to the Company by such Cardmember 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

- 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.