

Esprit智能信用卡持卡人協議

重要提示：閣下在開始使用閣下的Esprit智能信用卡前，請仔細閱讀下列持卡人協議的條款及條件，並確保閣下完全明白。閣下一經使用信用卡，即視作已接納有關條款及條件，並受其約束。

1. 定義

在本協議中，除非內文另有規定，否則，下列詞語具有如下涵義：

- 「賬戶持有人」**指本行以其名義開立信用卡賬戶的人士。
- 有關任何公司或機構（「該公司」）的**「聯繫人士」**指該公司的任何附屬公司或控股公司或該控股公司或任何關連公司（即由任何上述公司持有股權的公司），而就此而言，「附屬公司」及「控股公司」將具備《公司條例》（香港法例第三十二章）第2條所界定者的意義。
- 「本行」**指渣打銀行（香港）有限公司，其繼承人及承讓人。
- 「銀行賬戶」**就持卡人而言，指以持卡人名義在本行開設的任何賬戶，而持卡人曾請求該賬戶能發出交易指示。
- 「本行集團公司」**指身為本行聯繫人士的渣打銀行集團內任何其他公司，包括其繼承人及承讓人。
- 「積分」**指根據任何積分計劃及/或任何適用之指定計劃的條款及條件給予持卡人的積分或獎賞。
- 「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」**指不時由本行設立之任何計劃，據此 (i) 在持卡人使用其信用卡購買貨品及/或服務時即獲積分；及 (ii) 所獲積分可在其後用於本行不時指定的銷售點換購貨品及/或服務。
- 「卡」**指由本行指定作為Esprit智能信用卡的信用卡，亦為智能卡，包括主卡及任何附屬卡。
- 「信用卡賬戶」**指賬戶持有人就本協議在本行開立的賬戶。
- 「持卡人」**指獲本行發出信用卡，且視作已根據第2條接納信用卡及本協議的個人（不論其是否為賬戶持有人），並包括主卡持卡人及任何附屬卡持卡人。
- 「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。
- 「信用卡」**指VISA卡、VISA金卡、萬事達卡或萬事達金卡。
- 「指定計劃」**指本行不時就本協議而指定的任何積分計劃、任何獎賞計劃或其他類似計劃。

- 倘有關賬戶資金不足或尚未安排貸款，本行可拒絕遵照任何交易指示行事。在不影響前述規定的一般性原則下，未經本行事先書面向家，任何銀行賬戶不得以發出交易指示的方式透支。本行亦可能會不時對閣下任何透支設定限額。
- 透過自動櫃員機存入銀行賬戶的現金，需經本行核實方可作實，且存款可能不會在當日內記入指定銀行賬戶內。
- 透過自動櫃員機存入銀行賬戶的支票或其他票據，由本行負責收收，待本行按價收妥有關的款項後，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，本行無須負責，並保留不時更新及更改該等資料的權利。
- 對於本行向持卡人續發或補發的信用卡，在不影響持卡人對信用卡的任何其他有效啟用方式之下，本行有權（但並無責任）將本行所收到的任何交易指示（包括但不限於持卡人以前透過就舊信用卡作出的直接付款授權所發出的交易指示）視作由持卡人對信用卡作出充分的啟動確認，無須要求任何形式的進一步確認，猶如該啟動指示是由持卡人給予本行的指示一般。

7. 責任豁免或限制

- 下列任何一項均與本行無關，對於其直接或間接引起的損失或損害，本行概不對任何持卡人負責，但因本行疏忽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，或持卡人向該等貨品或服務的供應商提出索償或投訴，或持卡人與供應商之間的任何其他爭執；為免產生疑問起見，持卡人仍須全數負責有關貨品或服務所產生的收費；
 - 任何人於終端機拒絕承認或接受使用信用卡；
 - 儲存於信用卡內的任何資料或數據（如積分）的遺失或失準，而有關的信用卡具有可儲存數據或資料的功能；
 - 本行運用其權利要求及促使持卡人於刻印在信用卡上的失效日期前退回信用卡，不論該要求和退回是由本行、其他人士或終端機發出及/或促使；
 - 本行根據第14條終止信用卡或信用卡賬戶；
 - 領回信用卡、任何還信用卡的要求，或由何人士就要求退回信用卡而作出的任何聲明或行為，在任任何情況下該等領回、要求、聲明或行為概非或概不構成對任何持卡人的信用、品格或聲譽的反映或損害；

- (vii) 本行根據第8條透露的任何資料有任何失實陳述或遺漏；或
- (viii) 持卡人的任何欺詐、假冒或嚴重疏忽，包括（但不限於）屬持卡人未能按第3條(e)款第9條(a)款規定或未能遵照本行就信用卡、私人密碼及/或電子理財私人密碼的安全及保密方面不時提出的任何其他建議的情況。
- 只要持卡人並無欺詐行為或嚴重疏忽，持卡人無須就下列情況所產生的損失負責：-
 - 本行執行的交易指示，是在賬戶持有人在收到信用卡之前以信用卡發出的或透過使用偽卡而發出的；或
 - 直接由於終端機發生故障所產生的損失，而該故障並不明顯，或並未在屏幕上顯示訊息或通知或以其他方式知會持卡人。
- 在任何情況下，本行對上述損失的責任限額不超過信用卡賬戶內由此產生的收費及其利息。**

8. 透露資料

- 持卡人同意，本行不時蒐集有關持卡人的個人資料，可根據本行不時備有供客戶索取之聲明、通函、條款及條件或通知所載有關資料及披露個人資料的政策，用於其中所述用途及向其中所述人士（不論在香港境內或境外）披露。該等資料亦可供核對程序（定義見《個人資料（私隱）條例》）之用，及向和持卡人已有或打算有交易的任何財務機構（包括信用卡查詢或其他方式）透露，使該財務機構能夠對持卡人進行信貸調查。
- 除(a)款規定外，本行還獲得授權 (i) 向不時參與積分計劃的商戶披露與持卡人有關的資料，以便商戶能處理持卡人以積分進行換購的要求；及 (ii) 向何主卡持卡人披露該主卡持卡人不時可能要求有關信用卡賬戶的資料；及 (iii) 向附屬卡持卡人披露在月結單上分別列為「新賬項」及「最低付款額」的數額及月結單詳明的「繳款日期」。
- 每名持卡人在申請信用卡賬戶或信用卡時提供的資料如有任何更改，應立即通知本行。

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未獲授權人士，或持卡人任何其他方面知悉或懷疑已發出未獲授權的交易指示，持卡人必須在合理可行的情況下盡快通知本行。
- 持卡人須對本行在根據(a)款獲通知之前已執行的任何交易指示所引起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。**

10. 付款

- 儘管本協議另有規定，信用卡賬戶名下若有多於一名持卡人：
 - 賬戶持有人對賬戶持有人及任何其他持卡人根據本協議應付的款額或就信用卡賬戶在其他方面欠本行的款額，須予負責；及
 - 每名已成年的其他持卡人須對就其發出的交易指示應付的所有款額負責。
- 若持卡人屬未成年人士，賬戶持有人須確保該持卡人根據本協議須明確承擔的所有其他責任均予遵守。
- 在不影響本行根據第14條(c)款於任何時候要求獲全數支付信用卡賬戶欠繳收費的權利下，賬戶持有人須於月結單上列明的「繳款日期」或之前，就信用卡賬戶向本行繳付月結單上列明為「最低付款額」的全部款額。若有多於一名持卡人，則在不影響上文(a)款的一般性原則下，每名持卡人須於月結單上列明的「繳款日期」或之前，繳付月結單上列明的「最低付款額」中屬於其所發出交易指示的該部分款額。
- 賬戶持有人可向本行全數繳清該月結單上列明為「新賬項」的款額。

11. 月結單

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

12. 積分

- 每次消費滿本行不時指定之港幣數額，便可獲一分積分。（為免生疑問，就持卡人在不同零售商選購物品及/或享用服務，本行可不時訂明不同的有關購物品及/或貨品（統稱「貨品」）之時，積分不得作為換取現金之用。為免生疑問，只要賬戶持有人已累積足夠的簽賬積分，而其信用卡賬戶亦具備足夠的信貸額，則該賬戶持有人有權換購的服務及/或貨品數目不獲限制（下文所載者除外）。） 如因賬戶持有人提出訂購而需作出付款的貨品及/或服務，將構成授權於信用卡賬戶內扣除付款的數額。其他付款方式將不被接納。
- 以任何積分進行換購與否須符合以下情況：信用卡賬戶屬正常/現行狀況、賬戶持有人或任何持卡人並無違反本協議的任何條款。
- 如信用卡賬戶具備主卡持卡人及一名或一名以上附屬卡持卡人，只有主卡持卡人才可使用按換購時本行電腦記錄為儲存於信用卡賬戶內可用的信用卡積分進行換購。
- 積分一般不可由一賬戶轉讓予另一賬戶。但如一名賬戶持有人持有超過一個本協議下合資格信用卡賬戶，則賬戶持有人可綜合運用該等信用卡賬戶內的積分。

13. 修訂及轉讓

- 本協議可由本行透過在月結單或根據第15條(b)款發出的通知，不時加以修改。
- 在上文(a)款規限下，除非本行在任何該等修訂生效前按第14條(b)(i)款所述方式收到信用卡賬戶的終止通知，則信用卡賬戶內的所有款項，亦須適用於該等修訂須視作有效及對每名持卡人具有的約束力。
- 若賬戶持有人根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該退還屬屬不全部。
- 持卡人不可轉讓其根據本協議享有的全部或任何部分權利。本行可轉讓、讓與他人分屬參予或轉移其根據本協議享有或負有的任何或所有權利及責任。

14. 違約及終止

- 賬戶持有人須對任何持卡人違反本協議直接或間接所引起的損失負責。每名持卡人均須就其違反本協議所引起的損失負責。**
- 賬戶持有人可隨時以書面通知本行，終止信用卡賬戶或要求本行終止信用卡賬戶名下的任何信用卡的使用，而任何其他持卡人亦可書面通知本行終止其信用卡的使用，並須一併交出所擬終止的信用卡，交回卡須予剪剪，使卡面的全息圖及磁帶對準斷才行。
- 積分只可作為享用或換購本行不時提供可獲提供的服務及/或貨品（統稱「貨品」）之用。積分不得作為換取現金之用。為免生疑問，只要賬戶持有人已累積足夠的簽賬積分，而其信用卡賬戶亦具備足夠的信貸額，則該賬戶持有人有權換購的服務及/或貨品數目不獲限制（下文所載者除外）。 如因賬戶持有人提出訂購而需作出付款的貨品及/或服務，將構成授權於信用卡賬戶內扣除付款的數額。其他付款方式將不被接納。
- 以任何積分進行換購與否須符合以下情況：信用卡賬戶屬正常/現行狀況、賬戶持有人或任何持卡人並無違反本協議的任何條款。
- 如信用卡賬戶具備主卡持卡人及一名或一名以上附屬卡持卡人，只有主卡持卡人才可使用按換購時本行電腦記錄為儲存於信用卡賬戶內可用的信用卡積分進行換購。
- 積分一般不可由一賬戶轉讓予另一賬戶。但如一名賬戶持有人持有超過一個本協議下合資格信用卡賬戶，則賬戶持有人可綜合運用該等信用卡賬戶內的積分。

15. 通訊

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

16. 執行的開支

- 本行可酌情僱用任何代理人或第三者服務供應商以收取根據本協議或在其他方面就信用卡賬戶須向本行支付的任何數額。
- 每名持卡人須在本行要求時全數贖償本行在要求償還、收取或試圖收取、或起訴以追討該持卡人根據本協議須向本行支付的任何數額時，或就本協議違反尋求補救時，或執行或試圖執行本協議時，合理地可補收的（不論直接或間接）所有合理費用及開支（包括但不限於本行依據以上(a)款僱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）。
- 無論於何時，若本協議的任何條款及條件在何方面屬於或變為不合法、失效或不能執行，其他條款及條件的合法性、有效性和可執行性不受任何影響。
- 本協議中的規定，並不排除或限制香港法律所禁止排除或限制的責任。
- 本協議的中、英文本如有歧異，概以英文本為準。

17. 法律及語文

- 本協議須受香港法律管轄並按香港法律詮釋。
- 無論於何時，若本協議的任何條款及條件在何方面屬於或變為不合法、失效或不能執行，其他條款及條件的合法性、有效性和可執行性不受任何影響。
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18. 修訂及轉讓

- 本協議可由本行透過在月結單或根據第15條(b)款發出的通知，不時加以修改。
- 在上文(a)款規限下，除非本行在任何該等修訂生效前按第14條(b)(i)款所述方式收到信用卡賬戶的終止通知，則信用卡賬戶內的所有款項，亦須適用於該等修訂須視作有效及對每名持卡人具有的約束力。
- 若賬戶持有人根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該退還屬屬不全部。
- 持卡人不可轉讓其根據本協議享有的全部或任何部分權利。本行可轉讓、讓與他人分屬參予或轉移其根據本協議享有或負有的任何或所有權利及責任。

19. 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未獲授權人士，或持卡人任何其他方面知悉或懷疑已發出未獲授權的交易指示，持卡人必須在合理可行的情況下盡快通知本行。
- 持卡人須對本行在根據(a)款獲通知之前已執行的任何交易指示所引起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。**

20. 付款

- 儘管本協議另有規定，信用卡賬戶名下若有多於一名持卡人：
 - 賬戶持有人對賬戶持有人及任何其他持卡人根據本協議應付的款額或就信用卡賬戶在其他方面欠本行的款額，須予負責；及
 - 每名已成年的其他持卡人須對就其發出的交易指示應付的所有款額負責。
- 若持卡人屬未成年人士，賬戶持有人須確保該持卡人根據本協議須明確承擔的所有其他責任均予遵守。
- 在不影響本行根據第14條(c)款於任何時候要求獲全數支付信用卡賬戶欠繳收費的權利下，賬戶持有人須於月結單上列明的「繳款日期」或之前，就信用卡賬戶向本行繳付月結單上列明為「最低付款額」的全部款額。若有多於一名持卡人，則在不影響上文(a)款的一般性原則下，每名持卡人須於月結單上列明的「繳款日期」或之前，繳付月結單上列明的「最低付款額」中屬於其所發出交易指示的該部分款額。
- 賬戶持有人可向本行全數繳清該月結單上列明為「新賬項」的款額。

21. 月結單

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

22. 積分

- 每次消費滿本行不時指定之港幣數額，便可獲一分積分。（為免生疑問，就持卡人在不同零售商選購物品及/或享用服務，本行可不時訂明不同的有關購物品及/或貨品（統稱「貨品」）之時，積分不得作為換取現金之用。為免生疑問，只要賬戶持有人已累積足夠的簽賬積分，而其信用卡賬戶亦具備足夠的信貸額，則該賬戶持有人有權換購的服務及/或貨品數目不獲限制（下文所載者除外）。） 如因賬戶持有人提出訂購而需作出付款的貨品及/或服務，將構成授權於信用卡賬戶內扣除付款的數額。其他付款方式將不被接納。
- 以任何積分進行換購與否須符合以下情況：信用卡賬戶屬正常/現行狀況、賬戶持有人或任何持卡人並無違反本協議的任何條款。
- 如信用卡賬戶具備主卡持卡人及一名或一名以上附屬卡持卡人，只有主卡持卡人才可使用按換購時本行電腦記錄為儲存於信用卡賬戶內可用的信用卡積分進行換購。
- 積分一般不可由一賬戶轉讓予另一賬戶。但如一名賬戶持有人持有超過一個本協議下合資格信用卡賬戶，則賬戶持有人可綜合運用該等信用卡賬戶內的積分。

23. 修訂及轉讓

- 本協議可由本行透過在月結單或根據第15條(b)款發出的通知，不時加以修改。
- 在上文(a)款規限下，除非本行在任何該等修訂生效前按第14條(b)(i)款所述方式收到信用卡賬戶的終止通知，則信用卡賬戶內的所有款項，亦須適用於該等修訂須視作有效及對每名持卡人具有的約束力。
- 若賬戶持有人根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該退還屬屬不全部。
- 持卡人不可轉讓其根據本協議享有的全部或任何部分權利。本行可轉讓、讓與他人分屬參予或轉移其根據本協議享有或負有的任何或所有權利及責任。

24. 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未獲授權人士，或持卡人任何其他方面知悉或懷疑已發出未獲授權的交易指示，持卡人必須在合理可行的情況下盡快通知本行。
- 持卡人須對本行在根據(a)款獲通知之前已執行的任何交易指示所引起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。**

25. 月結單

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

26. 積分

- 每次消費滿本行不時指定之港幣數額，便可獲一分積分。（為免生疑問，就持卡人在不同零售商選購物品及/或享用服務，本行可不時訂明不同的有關購物品及/或貨品（統稱「貨品」）之時，積分不得作為換取現金之用。為免生疑問，只要賬戶持有人已累積足夠的簽賬積分，而其信用卡賬戶亦具備足夠的信貸額，則該賬戶持有人有權換購的服務及/或貨品數目不獲限制（下文所載者除外）。） 如因賬戶持有人提出訂購而需作出付款的貨品及/或服務，將構成授權於信用卡賬戶內扣除付款的數額。其他付款方式將不被接納。
- 以任何積分進行換購與否須符合以下情況：信用卡賬戶屬正常/現行狀況、賬戶持有人或任何持卡人並無違反本協議的任何條款。
- 如信用卡賬戶具備主卡持卡人及一名或一名以上附屬卡持卡人，只有主卡持卡人才可使用按換購時本行電腦記錄為儲存於信用卡賬戶內可用的信用卡積分進行換購。
- 積分一般不可由一賬戶轉讓予另一賬戶。但如一名賬戶持有人持有超過一個本協議下合資格信用卡賬戶，則賬戶持有人可綜合運用該等信用卡賬戶內的積分。

27. 修訂及轉讓

- 本協議可由本行透過在月結單或根據第15條(b)款發出的通知，不時加以修改。
- 在上文(a)款規限下，除非本行在任何該等修訂生效前按第14條(b)(i)款所述方式收到信用卡賬戶的終止通知，則信用卡賬戶內的所有款項，亦須適用於該等修訂須視作有效及對每名持卡人具有的約束力。
- 若賬戶持有人根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該退還屬屬不全部。
- 持卡人不可轉讓其根據本協議享有的全部或任何部分權利。本行可轉讓、讓與他人分屬參予或轉移其根據本協議享有或負有的任何或所有權利及責任。

28. 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未獲授權人士，或持卡人任何其他方面知悉或懷疑已發出未獲授權的交易指示，持卡人必須在合理可行的情況下盡快通知本行。
- 持卡人須對本行在根據(a)款獲通知之前已執行的任何交易指示所引起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。**

29. 月結單

- 若信用卡遺失或被竊，或要求本行在現有信用卡失效之前續發或補發信用卡，本行可酌情決定並按其指定的條款及條件（包括但不限於收取信用卡賬戶手續費）發出賬戶持有者不要求的一張或多張信用卡。
- 每名持卡人承諾，在任何時候均會在處理信用卡及與本行交易方面，竭誠行事。
- 持卡人不得使用信用卡或信用卡賬戶作非法用途。
- 若本行有理由相信任何交易指示涉及非法交易，本行可行使其完全及絕對酌情權拒絕按該指示行事或執行該指示。
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30. 積分

- 每次消費滿本行不時指定之港幣數額，便可獲一分積分。（為免生疑問，就持卡人在不同零售商選購物品及/或享用服務，本行可不時訂明不同的有關購物品及/或貨品（統稱「貨品」）之時，積分不得作為換取現金之用。為免生疑問，只要賬戶持有人已累積足夠的簽賬積分，而其信用卡賬戶亦具備足夠的信貸額，則該賬戶持有人有權換購的服務及/或貨品數目不獲限制（下文所載者除外）。） 如因賬戶持有人提出訂購而需作出付款的貨品及/或服務，將構成授權於信用卡賬戶內扣除付款的數額。其他付款方式將不被接納。
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- 積分一般不可由一賬戶轉讓予另一賬戶。但如一名賬戶持有人持有超過一個本協議下合資格信用卡賬戶，則賬戶持有人可綜合運用該等信用卡賬戶內的積分。

31. 修訂及轉讓

- 本協議可由本行透過在月結單或根據第15條(b)款發出的通知，不時加以修改。
- 在上文(a)款規限下，除非本行在任何該等修訂生效前按第14條(b)(i)款所述方式收到信用卡賬戶的終止通知，則信用卡賬戶內的所有款項，亦須適用於該等修訂須視作有效及對每名持卡人具有的約束力。
- 若賬戶持有人根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該退還屬屬不全部。
- 持卡人不可轉讓其根據本協議享有的全部或任何部分權利。本行可轉讓、讓與他人分屬參予或轉移其根據本協議享有或負有的任何或所有權利及責任。

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- 持卡人須對本行在根據(a)款獲通知之前已執行的任何交易指示所引起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。**

33. 月結單

- 若信用卡遺失或被竊，或要求本行在現有信用卡失效之前續發或補發信用卡，本行可酌情決定並按其指定的條款及條件（包括但不限於收取信用卡賬戶手續費）發出賬戶持有者不要求的一張或多張信用卡。
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- 持卡人不得使用信用卡或信用卡賬戶作非法用途。
- 若本行有理由相信任何交易指示涉及非法交易，本行可行使其完全及絕對酌情權拒絕按該指示行事或執行該指示。
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34. 積分

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- 若賬戶持有人根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該退還屬屬不全部。
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37. 月結單

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- 持卡人不得使用信用卡或信用卡賬戶作非法用途。
- 若本行有理由相信任何交易指示涉及非法交易，本行可行使其完全及絕對酌情權拒絕按該指示行事或執行該指示。
- 持卡人負有責任確保不超過本行經酌情決定並通知持卡人的信用限額。如持卡人不希望有臨時信用額（其範圍由本公司決定及已向持卡人說明），持卡人須明確表明其選擇，並透過本行不時提供的途徑取消該服務。

38. 積分

- 每次消費滿本行不時指定之港幣數額，便可獲一分積分。（為免生疑問，就持卡人在不同零售商選購物品及/或享用服務，本行可不時訂明不同的有關購物品及/或貨品（統稱「貨品」）之時，積分不得作為換取現金之用。為免生疑問，只要賬戶持有人已累積足夠的簽賬積分，而其信用卡賬戶亦具備足夠的信貸額，則該賬戶持有人有權換購的服務及/或貨品數目不獲限制（下文所載者除外）。） 如因賬戶持有人提出訂購而需作出付款的貨品及/或服務，將構成授權於信用卡賬戶內扣除付款的數額。其他付款方式將不被接納。
- 以任何積分進行換購與否須符合以下情況：信用卡賬戶屬正常/現行狀況、賬戶持有人或任何持卡人並無違反本協議的任何條款。
- 如信用卡賬戶具備主卡持卡人及一名或一名以上附屬卡持卡人，只有主卡持卡人才可使用按換購時本行電腦記錄為儲存於信用卡賬戶內可用的信用卡積分進行換購。
- 積分一般不可由一賬戶轉讓予另一賬戶。但如一名賬戶持有人持有超過一個本協議下合資格信用卡賬戶，則賬戶持有人可綜合運用該等信用卡賬戶內的積分。

39. 修訂及轉讓

- 本協議可由本行透過在月結單或根據第15條(b)款發出的通知，不時加以修改。
- 在上文(a)款規限下，除非本行在任何該等修訂生效前按第14條(b)(i)款所述方式收到信用卡賬戶的終止通知，則信用卡賬戶內的所有款項，亦須適用於該等修訂須視作有效及對每名持卡人具有的約束力。
- 若賬戶持有人根據(b)款規定要求在已繳付年費的年度終結前終止信用卡賬戶，年費將按比例退回賬戶持有人，除非本行認為該退還屬屬不全部。
- 持卡人不可轉讓其根據本協議享有的全部或任何部分權利。本行可轉讓、讓與他人分屬參予或轉移其根據本協議享有或負有的任何或所有權利及責任。

40. 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未獲授權人士，或持卡人任何其他方面知悉或懷疑已發出未獲授權的交易指示，持卡人必須在合理可行的情況下盡快通知本行。
- 持卡人須對本行在根據(a)款獲通知之前已執行的任何交易指示所引起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。**

41. 月結單

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

42. 積分

- 每次消費滿本行不時指定之港幣數額，便可獲一分積分。（為免生疑問，就持卡人在不同零售商選購物品及/或享用服務，本行可不時訂明不同的有關購物品及/或貨品（統稱「貨品」）之時，積分不得作為換取現金之用。為免生疑問，只要賬戶持有人已累積足夠的簽賬積分，而其信用卡賬戶亦具備足夠的信貸額，則該賬戶持有人有權換購的服務及/或貨品數目不獲限制（下文所載者除外）。） 如因賬戶持有人提出訂購

Esprit Smart Credit Card Cardholder Agreement

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

1. **Definitions**

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

- "Account Holder"** means a Person in whose name the Bank opens a Card Account.
- "Associate"** in relation to any company or corporation ("the Company") means any subsidiary or holding company of the Company, or any subsidiary of such holding company, or any related company (being a company in which an equity interest is held by any of the foregoing), and for this purpose "subsidiary" and "holding company" shall have the meanings ascribed to them in section 2 of the Companies Ordinance (Cap. 32 of the laws of Hong Kong).
- "Bank"** means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.
- "Bank Account"** means in relation to a Cardholder any account maintained in the name of the Cardholder with the Bank or a Bank Group Company and in respect of which the Cardholder has requested that he be able to give transaction instructions.
- "Bank Group Company"** means any other company of the Standard Chartered Group being any direct or indirect Bank, and includes each such company's successors and assigns.
- "Bonus Point"** means a bonus or reward point awarded to a Cardholder under and subject to the terms and conditions of any Bonus Point Scheme and/or any Designated Scheme, if applicable.
- "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 Bank whereby (i) Bonus Points may be awarded to a Cardholder upon the use of his Card to pay for goods and/or services; and (ii) Bonus Points so awarded may subsequently be redeemed or used for exchanging and/or making payment for such goods and/or services at such outlets as may from time to time be specified by the Bank.
- "Card"** means a Credit Card, being also a Smart Card, designated by the Bank as an Esprit Smart Credit Card, and includes a principal Card and a supplementary Card.
- "Card Account"** means the account opened and maintained by the Bank in the name of the Account Holder for the purpose of this Agreement.
- "Cardholder"** means an individual (whether or not also an Account Holder) in whose name a Card is issued by the Bank and who is deemed to have accepted the Card and this Agreement in accordance with Clause 2, and includes both a principal Cardholder and any supplementary Cardholder.

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

- "Credit Card"** means a Classic VISA Card, VISA Gold Card, Mastercard or Gold Mastercard.
- "Designated Scheme"** means any Bonus Points Scheme, any reward scheme or any other similar schemes from time to time designated by the Bank for the purposes of this Agreement.
- "Esprit"** means Esprit Retail (Hong Kong) Limited, its successors and assigns.
- "Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- "Person"** includes any individual, corporation, firm, company, partnership, association or other organisation.
- "PIN"** means, in relation to a Cardholder, the personal identification number provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in manner stipulated by the Bank or varied by the Bank in accordance with Clause 3(c)) to enable the Cardholder to gain access to certain Terminals to give Transaction Instructions.
- "Retail Merchant"** means any retail merchant which accepts one or more Credit Cards.
- "Smart Card"** means a card containing a computer device (commonly known as a computer microchip) which is designed to be capable of storing and processing data.
- "Statement"** means a monthly statement of account sent by the Bank to an Account Holder, setting out the Charges and other financial liabilities owed on that date by the Account Holder and any other Cardholder to the Bank in respect of the Card Account, and such other information as the Bank considers appropriate.
- "System"** means the Bank's 24-hour Automated Tele-electronic Enquiries System, being any device for the time being employed by the Bank for the purpose of providing voice response to a Cardholder's request by telephone for services.
- "Terminal"** means any automated teller machine, dial terminal, electronic point-of-sale terminal, smart card terminal or other point-of-sale terminal, as may from time to time be made available by the Bank to the Cardholder, through which Transaction Instructions may be given.
- "TIN"** means the tele-electronic identification number provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in manner stipulated by the Bank or varied by the Bank in accordance with Clause 3(d)) to enable the Cardholder to use the System to request for services or give Transaction Instructions.
- "Transaction Instruction"** means any instruction given directly or indirectly by the use of a Card or through the System (whether or not through another Person) to the Bank to effect a transaction.

Unless the context requires otherwise:-

- 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.

- any defect in or damage to any goods or services paid for by use of a Card, or any claim or complaint by a Cardholder against the supplier of such goods or services, or any other dispute between a Cardholder and any such supplier; for the avoidance of doubt, the Cardholder shall remain fully liable for any Charges incurred in respect of the relevant goods or services;
- the refusal of any Person or Corporation 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 Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made by the Bank or by any other Person or by any Terminal;
- termination by the Bank of any Card or the Card Account pursuant to Clause 14;
- 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 Cardholder;
- any misstatement, misrepresentation or omission in any details disclosed by the Bank pursuant to Clause 8; or
- (viii) any act of fraud, forgery or gross negligence of the Cardholder, including (without limitation) the Cardholder's failure to observe Clause 3(e) or 9(a) or follow any other recommendation of the Bank from time to time regarding the safety and secrecy of the Card, the PIN and/or the TIN.

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 unauthorised Person, or the Cardholder otherwise becomes aware or suspects that an unauthorised Transaction Instruction has been given, the Cardholder must, as soon as reasonably practicable afterwards, give notice of the same to the Bank.
- Subject to sub-clause (c), the Cardholder shall be liable for all losses arising from or in respect of any Transaction Instructions executed before the Bank receives notification pursuant to sub-clause (a).**
- If a Card is lost or stolen, then provided that the Cardholder (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 Bank as soon as reasonably practicable after becoming aware that the Card has been lost or stolen, the Cardholder will only be liable for losses arising from Transaction Instructions effected in respect of the Card Account before the Bank receives notification of such loss or theft up to HK\$500.

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

8. Data Privacy

- Each Cardholder agrees that all personal data relating to the Cardholder collected by the Bank 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 Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank 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 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 Bank to any Person in respect of a Card or Card Account are subject to the terms and conditions of this Agreement from time to time in force. The Cardholder should not activate the Card issued to him or carry out any transaction if he does not agree with such terms and conditions. The Cardholder accepts the Card and such terms and conditions when he first uses the Card.

3. The Card, PIN and TIN

- Each Cardholder shall sign the Card immediately upon receipt from the Bank.
- Every Card is the property of the Bank and must be surrendered to the Bank upon demand at any time, notwithstanding that the expiry date embossed on the face of the Card may not have expired.
- The Bank will issue a new PIN to a Cardholder on each report of malfunction or loss of the Card or disclosure of the PIN, or at the request in writing of a Cardholder.
- The Bank will issue a new TIN to the Cardholder on each report of disclosure of the TIN or at the request in writing of the Cardholder.
- Each Cardholder shall at all times take reasonable care of the Card, the PIN and the TIN and keep the Card safely under his personal control and the PIN and TIN secure and confidential. In particular:
 - 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 communicated to the Terminal or the System is not disclosed to any third party. **The Bank shall not be liable in any way for any disclosure (whether or not authorised or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction Instruction.**
 - The Cardholder shall under no circumstances disclose his PIN or TIN to any Person, or allow the Card, the PIN and/or the TIN to be used by any other Person.
 - The Cardholder shall destroy the original printed copies of the PIN and the TIN.
 - The Cardholder shall in no circumstances write down the PIN or the TIN on the Card or on anything usually kept with or near the Card.
 - 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 Bank at its discretion and notified by the Bank to the Account Holder, and
 - before the expiry date embossed on its face.The Account Holder may at any time apply to the Bank for a review of the credit limit on the Card Account, the determination of which shall be at the sole and absolute discretion of the Bank.

- Following receipt by the Bank of a report from a Cardholder 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 Cardholder may withhold payment of such Charges pending completion of the Bank's investigation into the same. The Cardholder shall forthwith pay all Charges withheld as above in the event that, upon completion of such investigation, the report made by the Cardholder is proved to be unfounded, and **the Bank 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 Cardholder under the Card Account,
 - The Account Holder shall be liable for all sums payable by the Account Holder and any other Cardholder under this Agreement or otherwise due to the Bank in respect of the Card Account; and
 - each other Cardholder who is not a minor shall be liable for all sums payable in respect of Transaction Instructions given by him.Where a Cardholder is a minor, the Account Holder shall procure compliance with all other obligations expressed to be assumed by such Cardholder under this Agreement.
- Without prejudice to the Bank's right under Clause 14(c) to demand payment in full at any time of outstanding Charges on the Card Account, the Account Holder is liable to pay the Bank the full amount described as the "Minimum Payment Due" in respect of the Card Account, and (where there is more than one Cardholder, then without prejudice to the generality of sub-clause (a) above) each other Cardholder 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 Bank in full the amount described as "New Balance" on the Card Account in the Statement.
- In addition to and not in substitution for the Bank's right of set off at law or pursuant to any other agreement from time to time in force between the Bank and any Cardholder, the Bank may at any time and without prior notice, set off, transfer or apply, and the Cardholder authorises each Bank Group Company to transfer or release to the Bank upon request, all or any of the funds standing to the credit of any Cardholder (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 Bank or any Bank Group Company in or towards the payment or discharge of any liability (whether present or future, actual or contingent) of such Cardholder to the Bank, including without limitation all sums which such Cardholder is obliged to pay under this Agreement. The Bank may in its discretion place any such funds to the credit of a suspense account pending final settlement of such account.

- A Cardholder's right to use the Card shall cease immediately:-
 - in case of termination pursuant to Clause 14; or
 - in case of loss or theft of the Card.

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

5. Charges

- 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 Bank 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 Bank 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 15(b):-**
 - Annual fee:** Payable on issue of each Card and on each renewal following the expiry of a Card.
Reduced Annual Fee: If at the time the Bank issues a Card on application by the Account Holder, the Account Holder is already the principal Cardholder of at least one other Card issued by the Bank, and the Account Holder has paid in full all fees (including annual fees) payable in respect of each such other Card, then the annual fee for the newly issued Card may be reduced by up to 50% (or such other percentage as the Bank from time to time determines in its absolute discretion). Such reduction shall not apply if:-
 - the date of relevant Transaction Instruction, or
 - the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in the Statement that covers such statement cycle immediately before the relevant Transaction Instruction on or before the Payment Due Date as specified in that Statement
 - until the Bank receives full repayment of the then New Balance in a Statement the Bank issues.
Default rate: Applicable if the Minimum Payment Due is not paid on or before the Payment Due Date as specified in a Statement:-
 - If the Bank's record shows that the failure happened in the past 1 month, a high rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
 - Cash advance fee:** Payable on each cash advance
 - Cash withdrawal fee:** Payable on the issuance of a cheque/cashier's order by the Bank at a Cardholder's request for any cash withdrawal from the Card Account.
 - 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:** Calculated on a daily basis accrues on the outstanding balance from time to time of each cash advance with effect from the date of the relevant Transaction Instruction to the date of repayment in full.
Default rate: Applicable if the Minimum Payment Due is not paid on or before the Payment Due Date as specified in a Statement:-
 - If the Bank's record shows that the failure happened in the past 1 month, a high rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
 - If the Bank's record shows that the failure happened 2 times or more in the past 12 months, a higher rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Bank issues.
 - Finance charge for purchase:** Payable if payment of the amount shown in any Statement as the New Balance is not received in full by the Bank on or before the Payment Due Date specified in the Statement. This is calculated on a daily basis on the outstanding balance of Charges (excluding the amount of any finance charge incurred, Bonus Points Purchase, cash advance, and any transaction under designated additional services, if applicable) from:-
 - the date of relevant Transaction Instruction, or
 - the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in the Statement that covers such statement cycle immediately before the relevant Transaction Instruction on or before the Payment Due Date as specified in that Statement
 - Replacement fee:** Payable on issue of a replacement Card before expiry of the existing Card.
 - Returned item fee:** Payable whenever the Bank seeks payment pursuant to direct debit or autopay instructions but such payment is not received by the Bank.
 - Statement retrieval fee.**

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

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

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

11. Statements

- The Account Holder shall upon receipt of a Statement check the Statement carefully and immediately notify the Bank if it is considered that any details contained in the Statement are inaccurate or any transaction particularised in the Statement is unauthorised. If the Bank does not receive any such notice within the period stipulated in the Statement for this purpose, the Account Holder and each other Cardholder shall be deemed to have accepted all the details contained in the Statement as true and accurate in all respects, except for details that the Cardholder is entitled to dispute under such Transaction Instruction arising from:
 - any default or negligence of the Bank or its employee, agent or servant; or
 - forgery or fraud by any third party and in relation to which the Bank failed to exercise reasonable care and skill, or forgery or fraud by the Bank's employee, agent or servant.
- The Bank 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. Bonus Points

- One Bonus Point will be awarded for such fixed amount(s) of HK\$ expenditure as shall be specified by the Bank from time to time. (For the avoidance of doubt different amounts may from time to time be so specified in respect of purchases of goods and/or services from different Retail Merchants.) For this purpose, unless from time to time specified by the Bank, expenditure shall be the amount shown under "Purchases" (excluding Bonus Point Purchases, annual fees, and any Involuntary Charges and cash advances) in any Statement. The Bank may from time to time specify other or additional means by which Bonus Points may be earned.
- Bonus Points will accrue and, subject to the terms of this Agreement, be redeemable during periods calculated with reference to the date of the opening of the Card Account (or, where more than one Card Account is opened under this Agreement, the first such Card Account), so that all Bonus Points which as at each anniversary date of the opening of the Card Account and any Cardholder's Card Account, as the case may be) next following the date of their accrual (the "Bonus Points Expiry Date") or as at the date upon which the Card Account(s) under this Agreement is/ are terminated or closed (the "Card Account Closure Date") or the Card(s) issued under this Agreement expires without renewal (the "Card Expiry Date"), whichever is earliest, will be cancelled and the Cardholder will be notified further notification. No such cancelled Bonus Points shall be redeemable unless the Bank grants to the Account Holder a grace period to redeem any such Bonus Points. No application for redemption of Bonus Points received, or purported redemption of Bonus Points by the use of a Card which occurs after the Bonus Points Expiry Date, Card Account Closure Date or Card Expiry Date (as the case may be) shall be valid, and all Bonus Points (including

- any stored in the Card) accrued on such Card Account(s) will become void with effect from the Bonus Points Expiry Date, Card Account Closure Date or Card Expiry Date (as the case may be).

- Bonus Points may only be redeemed for services and/or products specified by the Bank from time to time as being available. Bonus Points may not be redeemed for cash. For the avoidance of doubt, provided that the Account Holder has accumulated sufficient Bonus Points and has sufficient credit available on his Card Account, there is no limit (save as set out below) on the number of services and/or products that such Cardholder is entitled to purchase and/or order. For products and/or services where a monetary payment is also required to be made, an order made by the Account Holder will constitute authority to debit the Card Account with the amount of the monetary payment. Other methods of payment will not be accepted.
- Redemption of any Bonus Points will be subject to the Card Account(s) being in normal/current status and there having been no breach by the Account Holder or any Cardholder of any of the terms of this Agreement.
- If the Card Account has a principal Cardholder and one or more supplementary Cardholders, only the principal Cardholder may redeem available Bonus Points on the Card Account which are stored in the computer record of the Bank at the time of redemption.
- Bonus Points are generally not transferable from one Card Account to another. However, if the Account Holder holds more than one qualifying Card Account under this Agreement, Bonus Points earned in respect of such Card Accounts can be combined for redemption by that Cardholder(s) under such Card Accounts.

13. Amendments and Assignment

- This Agreement may be amended by the Bank from time to time by notice in a Statement or given in accordance with Clause 15(b).
- Subject to sub-clause (a) above, any such amendment shall be deemed to be effective and binding on each Cardholder unless notice of termination of the Card Account together with each Card issued under the Card Account is received by the Bank in the manner described in Clause 14(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 deemed to be the Account Holder on a pro rata basis unless the Bank considers such refund to be of a minimal amount.
- No Cardholder may assign the whole or any part of his rights under this Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement.

14. Breach and Termination

- The Account Holder shall be liable for any loss directly or indirectly resulting from any breach of this Agreement by any Cardholder. Each other Cardholder shall be liable for any such loss resulting from his breach of this Agreement.**

- Involuntary Charges are subject to change by the Bank at any time in its discretion by notice given in a Statement or in accordance with Clause 15(b). Each Cardholder is referred to the Statement for information current as of the date of each Statement.
- Subject to Clause 11(a), the Bank's record of the amount of any Charge shall, in the absence of manifest error, be final and binding on each Cardholder, and shall be conclusive in any case where the Bank has made any payment pursuant to a Voluntary Charge.
- All Charges incurred in a currency other than Hong Kong Dollars will be debited to the Card Account after conversion into Hong Kong Dollars at such rate as the Bank may from time to time designate.
- 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 the Cardholder issuer. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong Dollars may involve a cost higher than the foreign currency transaction handling fee.

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

- 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 maintained by the Person supplying the same and submitted to the Bank;
 - instructions input to the Bank's computer through an automated teller machine with the use of a Card or through the System, or given or purportedly given by the Cardholder by fax, including without limitation the following Transaction Instructions:-
 - to effect a debit or credit on any Bank Account;
 - to display the current balance on any Bank Account upon a Terminal;
 - to post a Statement to the Account Holder;
 - to post a cheque book relating to any Bank Account which is a current account to a Cardholder by ordinary mail;
 - to effect transfers of funds to bank accounts in the names of third parties;
 - such other Transaction Instructions given through the use of automated teller machine facilities or telephone enquiries system from time to time made available by the Bank;
 - any request for a cash advance;
 - any other instruction given through the use of other card facilities from time to time made available by the Bank.
- The Cardholder shall strictly follow operating instructions from time to time issued by the Bank for the use of Terminals and the System.

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

7. Exclusion or Limitation of Liability

- The Bank shall not be concerned with, or be liable to any Cardholder for any loss or damage directly or indirectly arising from, except where the same has been caused directly by the Bank's negligence or willful default:-**

15. Communication

- Each Cardholder who is not an Account Holder hereby irrevocably appoints the Account Holder as the Cardholder's agent for the purposes of service by the Bank upon the Cardholder or:-
 - 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;
 - any other demand, communication or notice made or given by the Bank 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 documents 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.

16. Expenses of Enforcement

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

17. 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.