持卡人協議

以下條款及細則將規管你使用信用卡(參考下述定義)及其相關服務。你在使用任何信用卡或任何其相關服務前，請仔細閱讀本協議，並確保你完全明白所有條款及細則。一經使用此信用卡、信用卡賬戶(參考下述定義)、信用卡賬戶號碼(參考下述定義)或任何其相關服務，即表示你已接納所有條款及細則並願意受該等條款及細則之約束。

若你不希望受以下條款及細則所約束，則請立即將信用卡剪成兩半並退回給我們或(祇限網上信用卡(參考下述定義))你必須在合理時間內以合理的書面通知我們終止信用卡賬戶。我們在實際收到該信用卡或通知後，有關你終止信用卡及信用卡賬戶方被視為有效。

1. 定義

在本協議內，除文義需要不同釋義，否則：

- **「本協議」(Agreement)** 指本華僑銀行信用卡持卡人協議及我們對其不時作出之修訂、訂定、補充或替代。
- **「自動櫃員機」(ATM)** 指可進行銀行交易的自動櫃員機或自動提款機或終端機。
- **「銀行」(Bank)，「我們」(we)** 及它的衍生物指華僑銀行(香港)有限公司、其繼承人及承繼人，及/或任何銀行集團公司採用本協議於作為持卡人及該公司的協議。
- **「銀行集團公司」(Bank Group Company)** 指華僑銀行(香港)有限公司的任何直接或間接控股公司，華僑銀行(香港)有限公司或有關控股公司的任何直接或間接子公司，或其任何關聯公司(即一家由任何前述者持有股權的公司)，並須包括每家有關公司的繼承人和受讓人。
- **「信用卡」(Card)** 指由我們不時發出的所有信用卡，不論是否含有信用卡組織之標誌(包括但不限於各類之聯營卡及網上信用卡)，不論是主卡或附屬卡。
- **「信用卡賬戶」(Card Account)** 指主卡持卡人按本協議以其名義在我們開立及持有之賬戶。
- **「信用卡賬戶號碼」(Card Account Number)** 指由我們編配與持卡人之賬戶號碼，以便其進行信用卡交易，而有關賬項亦可於信用卡賬戶下結算。
- **「信用卡組織」(Card Association)** 指發卡行及收單行的組織，包括VISA、MASTERCARD、銀聯卡及其他執行信用卡組織功能的實體。
- **「信用卡交易」(Card Transactions)** 指任何使用信用卡或信用卡賬戶號碼或信用卡賬戶而進行的購物及 / 或服務消費、結餘轉戶或現金透支；或根據本協議提供之服務而進行的任何交易(包括但不限於網上信用卡交易)，及一切收費與利息，不論有關收費與利息是否已獲持卡人授權。
- **「持卡人」(Cardholder)** 指我們以其名義發出壹張或多張信用卡的任何人仕，並包括主卡持卡人及任何附屬卡持卡人，以及他們之私人代表及合法繼承人。
- **「綜合信用額」(Combined Credit Limit)** 指主卡持卡人及附屬卡持卡人(如有)根據結單上所標明就信用卡賬戶下之最高可結欠綜合金額。
- **「信用額」(Credit Limit)** 指持卡人根據結單上所標明就信用卡賬戶下個別的信用卡的個人分別可享有的最高可結欠金額。
- **「信貸」(Facility)** 指本銀行根據該信用卡賬戶向持卡人提供的信貸服務。
- **「香港」(Hong Kong)** 指中華人民共和國香港特別行政區。
- **「最低付款額」(Minimum Payment)** 指我們在相關之結單或其他方式不時完全酌情規定、並通知持卡人須於每個到期付款日或之前還予我們之金額。
- **「總結欠」(New Balance)** 指我們於有關結單上所列出持卡人在任何一個月內因信用卡交易而欠下有關信用卡賬戶之未清償結欠餘款或結欠款項。
- **「到期付款日」(Payment Due Date)** 指持卡人到期應償還總結欠予我們之日期。
- **「人仕」(person)** 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」(PIN)** 就持卡人而言指由我們發予持卡人的個人鑑別密碼，使持卡人能使用自動櫃員機或某些終端機發出交易指引，包括持卡人其後自行更改之私人密碼。
- **「主卡」(Principal Card)** 指我們發予主卡持卡人的信用卡。
- **「主卡持卡人」(Principal Cardholder)** 指以其名義申請主卡及開設信用卡賬戶並獲我們接納之人仕。
- **「親屬」(Relative)** 指其：(a)父母；(b)繼父母或領養父母；(c)配偶；(d)夫妾關係的另一方；(e)同居伴侶；(f)配偶的父母、繼父母或領養父母；(g)子、繼子、女、繼女或領養子女。
- **「有關人士」(Relevant Person)** ：董事 / 僱員 / 控權人 (即無論是單獨或與任何相聯者控制已發行股份百分之十或以上)。
- **「附錄表」(Schedule)** 指由我們不時規定、更改及修訂之**「信用卡費用及收費附錄表」**。
- **「結單」(Statement)** 指由我們每月發予持卡人之信用卡賬戶月結單，單上列明截至該結單日持卡人須對我們承擔之財務責任，以及我們不時認為應發放之資訊。
- **「附屬卡」(Supplementary Card)** 指我們因應主卡持卡人及附屬卡持卡人之共同要求而向其後者所發出之信用卡。
- **「附屬卡持卡人」(Supplementary Cardholder)** 指獲我們發給附屬卡之人仕。
- **「終端機」(Terminals)** 指任何可發出交易指示的自動櫃員機，撥號終端機、電子數據記錄終端機、銷售點終端機及其他終端機。
- **「交易指示」(Transaction Instructions)** 指不論以任何方式使用信用卡直接或間接 (不論是否透過其他人仕) 給予我們進行一項交易之任何指示。
- **「網上信用卡」(Virtual Card)** 指任何由我們不時編配之信用卡賬戶號碼 (惟並無實質發出一張可見之信用卡)，可屬主卡或附屬卡。
- **「網上信用卡交易」(Virtual Card Transaction)** 指透過互聯網、電話、傳真、郵購或其他我們不時決定之方法(按情況而定)，使用網上信用卡而進行購物及/或服務消費，不論其是否已獲持卡人授權。

條款及附件標題只作方便參考之用，但所有附件則屬本協議之整體部分。

2. 信用卡

發卡

2.1 我們可完全酌情發出主卡予主卡持卡人。我們亦可完全酌情發出附屬卡予經由主卡持卡人提名的人仕。

確認收妥信用卡

2.2 持卡人在進行任何信用卡交易之前，須根據我們不時規定之方法確認其收妥信用卡。

簽署

2.3 持卡人需要在收到信用卡後立即在持卡人簽署欄上簽署(網上信用卡除外)。持卡人須負責一切因由他沒有遵守本條款2.3而引致之損失或後果、經濟或其他損失。

信用卡是我們的資產

2.4 信用卡乃時刻屬我們所有及不可轉讓予他人。持卡人切不可將信用卡作為任何用途之抵押品。持卡人須在我們要求時立即歸還信用卡予我們，儘管信用卡上的有效日期尚未屆滿。

使用信用卡

2.5 當每位持卡人第一次使用其信用卡時，即表示持卡人已接納本協議內的條款及細則。

2.6 持卡人須以我們滿意之方式持有及運作信用卡賬戶。

2.7 每位持卡人承諾在任何時刻對一切處理信用卡及與我們之間的交易方面本著真誠行事。

2.8 持卡人使用信用卡須根據本協議內所載之條款及細則及其他適用之條款及細則。尤其於海外提取現金透支及其他服務須受我們不時規定的進一步要求所約束。

2.9 我們有權不接納持卡人任何與信貸或服務有關的任何申請。

保護信用卡及私人密碼

2.10 持卡人切勿容許任何人仕使用其信用卡、信用卡賬戶號碼或私人密碼。

2.11 持卡人須全權負責時刻妥為保管其信用卡、信用卡賬戶號碼及私人密碼。

2.12 持卡人須負責一切因由他沒有依據或遵守條款2.10及2.11辦法處理或延誤處理之損失或後果、經濟或其他損失。

2.13 當私人密碼提供予持卡人後，私人密碼將保持生效直至我們取消信用卡。持卡人須將信用卡之私人密碼保密，更可隨時根據我們指定的方法更改其私人密碼，一經更改後新私人密碼立即生效。

2.14 若私人密碼一旦發現遺失、被竊或外洩予任何人仕，持卡人須立即以書面或電話(我們可能要求持卡人以書面確認其提供之任何資料詳情)通知我們。在不影響條款10所述我們的權利之情況下，倘我們尚未收到按此條文所規定提供之書面資料，一切涉及任何人仕使用私人密碼進行提款、轉賬及/或交易(不論其是否已獲持卡人授權)，均對持卡人具不可推翻之約束力。

2.15 倘持卡人之私人密碼不論因任何原因洩漏予他人或被他人使用，持卡人須完全獨力承擔一切損失或後果、經濟或其他損失、**並須對因此而引致我們的一切損失向我們作出悉數賠償**。

使用信用卡的限制

2.16 持卡人須遵守不得以信用卡用作付款予任何非法交易用途，包括但不限於所有在香港或其他法律管轄區域內以任何形式進行之非法賭博活動(經互聯網、網上或其他方式)。持卡人須負責一切因由他沒有依據或遵守本條款2.16而使其蒙受或產生之損失或後果、經濟或其他損失、**並須對因此而引致我們的一切損失向我們作出悉數賠償**。

在自動櫃員機或其他終端機使用信用卡

2.17 持卡人可藉著我們不時為持卡人提供之信用卡及私人密碼操作我們指定或提供之自動櫃員機和其他終端機而獲得服務。

2.18 透過該自動櫃員機或終端機使用信用卡均須受當時適用之「華僑銀行自動櫃員機卡服務」的所有條款及條件規限，有關規則載於**「華僑銀行(香港)有限公司所有戶口及相關服務之條款及章則」/「商業賬戶之條款與章則」**連同其不時適用的修訂和補充。即使持卡人實際並不知悉華僑銀行自動櫃員機卡服務的條款及細則，上述之條款及細則仍對持卡人具有約束力。

2.19 我們對在自動櫃員機或終端機使用信用卡所作出之任何信用卡交易之記錄在任何方面均為不可推翻及對持卡人具有約束力。

滿期、續期或補發信用卡

2.20 除非提前終止，否則信用卡的有效期將直至信用卡上所顯示之月份的最後一日為止。持卡人須在我們的要求下將信用卡退還予我們。如持卡人要求續發或增發信用卡，我們可酌情按不時以我們認為合適的條款及細則決定向持卡人續發或增發信用卡。如信用卡不獲續期，與信用卡相關之全部未清繳款項將立即到期，並須立即清還。

2.21 如持卡人不論因任何原因遺失或損壞其信用卡，或遺忘其信用卡賬戶號碼，或要求我們補發信用卡，我們可完全酌情按不時認為合適的條款及細則決定(包括但不限於在信用卡賬戶收取手續費或補發信用卡之費用)向發出持卡人補發信用卡。

2.22 如持卡人要求補發信用卡，持卡人必須親身將信用卡交回給我們。

附屬卡

2.23 主卡持卡人及附屬卡持卡人授權我們將附屬卡、私人密碼及所有有關之通訊及通知寄予主卡持卡人。

2.24 如信用卡賬戶超過一位持卡人，主卡持卡人須完全負責本身及附屬卡持卡人的一切交易和義務。附屬卡持卡人僅須負責本身的交易和義務。

2.25 當使用信用卡進行信用卡交易之總欠額超逾信用額或多張信用卡而進行的信用卡交易之合共總欠額超逾綜合信用額時，主卡持卡人須完全負責合共的總結欠及各項超逾信用額及/或綜合信用額的收費。附屬卡持卡人僅須負責其本身的交易及義務，包括但不限於與信用卡有關之總結欠及各項超逾信用額的收費，如有。我們可決定向主卡持卡人或附屬卡持卡人或雙方追討。

3. 信用卡賬戶

3.1 信用卡賬戶及其有關服務均受**「華僑銀行(香港)有限公司所有戶口及相關服務之條款及章則」/「商業賬戶之條款與章則」**連同其不時適用的修訂和補充所規限。持卡人可向我們各分行及網頁索取上述之條款及章則。即使持卡人實際並不知悉上述條款及章則，上述條款及章則仍對持卡人具有約束力。

3.2 我們將為信用卡交易開立一個信用卡賬戶，我們將從信用卡賬戶內提取及誌錄如下各項：

(a) 購買各類物品及/或服務；

(b) 使用信用卡或信用卡賬戶或信用卡賬戶號碼進行的結餘轉戶、現金透支或任何其他交易(不論持卡人或其他人仕是否實際上使用該信用卡)；及

(c) 根據本協議之一切有關之費用、收費、利息、未清付之款項、成本、支出及其他應付款項。

有關人士交易

3.3 每項貸款均按以下基準批出：持卡人保證：持卡人，或其任何董事、合夥人、經理或代理人，或其任何擔保人，並非與本行(或其控權公司、其任何附屬公司及聯屬公司)之有關人士或有關人士之親屬。如在批出任何有關貸款後，前述任何保證不再準確、真實及正確，則持卡人承諾將會立即通知本行。

4. 信用額或綜合信用額

4.1 持卡人使用信用卡之總欠額不得超逾信用額。主卡持卡人使用信用卡時，視情況而定，與任何附屬卡持卡人合共使用信用卡之總欠額不得超逾綜合信用額。但我們可在絕對的酌情權下准許作出的交易超逾信用額或綜合信用額及持卡人須負責就該等交易款項及有關收費及費用(包括但不限於超逾信用額收費)。

4.2 主卡持卡人可要求我們拒絕准許會導致超逾信用額或綜合信用額的交易。為免生疑問，該要求將適用於主卡持卡人名下的所有信用卡及附屬卡。在該要求生效後，導致信用卡賬戶之欠款超逾信用額或綜合信用額的信用卡交易將不會獲批核。儘管主卡持卡人的要求已被執行，信用卡賬戶在若干情況下(包括但不限於不需要授權亦可進行付款的交易、已獲批核但延遲誌賬的交易及直接由有關信用卡組織授權的交易)仍可能超逾限額而我們可毋須事先通知持卡人，且持卡人須就該等交易及有關收費及費用負責。

4.3 儘管有本協議有其他相反規定，我們可在絕對的酌情權下不時全權分配、決定、減少、調整、撤銷、取消或增加信用卡賬戶之信用額或綜合信用額，而無須向持卡人發出任何通知。若我們單方面增加信用額或綜合信用額，則須給予持卡人三十天的通知。持卡人須嚴格遵守任何特別分配予他的信用額及/或視情況而定分配予他或全部人仕的綜合信用額。此外，持卡人亦可隨時向我們申請要求檢討有關信用額及/或綜合信用額，不過我們對此項申請有絕對的酌情決定權。

5. 責任

持卡人的責任

5.1 持卡人須對所有信用卡交易負責，並須承擔我們為執行本協議及/或追討持卡人欠我們之款項而引致之所有合理費用及開支(包括但不限於法律費用及聘用代收欠款的機構之費用)，不論是否超逾信貸額及/或綜合信用額及/或不論持卡人是否已在任何消費、結餘轉戶或現金透支單據上簽署，均不應影響我們在本協議之其他條款下的權利。

給予我們的指示

5.2 我們概無責任核實宣稱以持卡人名義作出任何交易指示人仕的身份。除非我們收到任何通知，否則我們均獲授權可遵照我們合理地相信任何交易指示是來自持卡人的指示行事。

5.3 **我們合理地遵照條款5.2對任何的交易指示行事，即使其後被發現該指示來自一名未經授權人仕(不論持卡人是否有在任何銷售單據或其他文件上簽署以發出交易指示)，我們概不負責。**

5.4 每名持卡人均須負責就條款5.2所指的任何交易指示所產生的全部收費，儘管該交易指示依據條款10.2是未經授權的。

5.5 主卡持卡人及每位附屬卡持卡人均同意遵守由其中任何一位人仕所給予我們的指示。為免生疑問，任何在本協議中所指的“指示”，除了其他以外還包括交易指示。

6. 結單

發出結單

6.1 我們將於每月我們決定的某一個指定的日子或相隔的時間，向主卡持卡人(或向主卡及附屬卡持卡人，視情況而定)發出結單。結單將詳細列明總結欠及到期付款日。若從結單日起七天內我們並無收到持卡人通知沒有收到結單，則持卡人將被視為已收妥結單。

6.2 但在下列情況下，我們無須發出結單：(a)自上一張結單後再無交易，或(b)信用卡賬戶於結單日有結餘或少於HK$10之結欠款項。

結單之準確度

6.3 持卡人須核對結單上之每項交易資料是否正確，如有錯誤，須立即以書面通知我們。倘若持卡人對結單上之交易有所懷疑或發現為未經授權交易，定當立即通知我們。如持卡人於結單發出後六十天內沒有以書面通知我們作出反對，則所有信用卡交易及費用的一切記錄及結單均被視為已核對正確無誤，不可推翻並對持卡人在各方面均具約束力。

7. 付款

於到期付款日付款

7.1 在不影響根據條款11.6我們可行使凌駕性的權利要求閣下立即還款下，除了在本協議所述之所有其他責任以外，持卡人承諾須於到期付款日或之前，清還結單上所列之總結欠或至少最低付款額。不論任何原因，即使持卡人未能收取結單，持卡人所欠下我們的責任仍然存在。

購物簽賬

7.2 倘若我們在到期付款日或之前已收妥結單上所列之總結欠之全數金額，則有關購物簽賬交易毋需繳付利息(根據條款7.3所收取的利息除外)。否則，有關之利息將按每日未清償之結欠之餘款按附錄表內之息率計算，並由結單日起開始計算直至全部清還為止。

現金透支及結餘轉戶

7.3 結餘轉戶及現金透支之利息是由交易日開始按附錄表內其各自之息率每日計算，直至全部清還為止。此外，我們亦會按附錄表之規定向每次現金透支交易收取手續費及行政費。

最低付款額

7.4 儘管條款7.2及7.3所述，就結單而言，倘持卡人未能在到期付款日或之前繳付結單上所列之最低付款額，信用卡賬戶將被視為拖欠狀態，我們將調增有關之息率至拖欠利率並收取不多於年息36%或我們不時規定的其他利率，並由該結單以後之第二期結單日起開始計算。直至已清繳所有尚欠之最低付款額後，利息將回復至正常的息率，並由該付款之下一次結單日起計算。

7.5 如總結欠少於最低收費(由我們不時決定)，最低付款額即等於總結欠。為免生疑問，最低付款額應由我們不時根據我們慣常做法決定和指定。

逾期付款收費

7.6 倘我們未能於到期付款日或之前收到最低付款額，我們將按附錄表之規定向持卡人徵收逾期付款收費。

會員年費

7.7 我們會於發出信用卡時及每年之發卡週年日由信用卡賬戶中扣除會員年費。持卡人同意繳付會員年費。倘持卡人提早終止或取消信用卡，任何會員年費將不會退還。若我們提前終止信用卡(除了條款11.2所列之原因外)，我們將按比例退還會員年費。

費用及開支

7.8 持卡人同意支付我們因執行本協議之任何條款及/或追討持卡人之任何欠款而合理產生之一切費用及開支(包括所有法律費用及聘用代收欠款的機構之費用)，不論該等費用及開支是在法庭裁決及/或法律訴訟之前或之後產生。

服務費

7.9 持卡人同意按附錄表之規定向我們繳付下列費用：

(a) 超逾信用額收費 - 總結欠超逾預先批核之信用額及/或綜合信用額。

手續費

7.10 我們可按附錄表之規定就補發信用卡收取手續費。

其他費用及收費

7.11 在我們可隨時根據條款12.1而不時發出事先通知之情況下，持卡人同意支付任何其他費用及收費。

索取銷售單據及其他文件

7.12 如持卡人要求我們提供銷售單據、結餘轉戶或現金透支單據或結單之副本，持卡人同意按附錄表之規定支付我們就每份文件收取之手續費。

暫緩付款

7.13 如持卡人於結單上所列之到期付款日前向我們報告結單有任何錯誤，在不影響我們在條款10中所載之權利下，持卡人可以選擇對爭議的款額暫緩付款，直到我們完成調查為止。倘持卡人的報告被證實是毫無根據的，持卡人則必須支付該爭議的款額。若我們在調查後證實持卡人的報告是毫無根據的，我們將保留權利向爭議的款項在整段過程(包括調查期間)重新徵收利息或其他費用。我們調查之決定是不可推翻並對持卡人具有約束力。

全額付款

7.14 只有當我們實際收到全部的有關款項並在沒有受任何抵銷、索償、條件或保留之限制下，持卡人方被免除其付款責任。

7.15 除徵得我們的書面同意外，所有付款須以港幣繳付。倘我們接受以其他貨幣支付，只有實際收到的淨金額(按我們一貫做法轉換貨幣及已扣除所有適用之費用及收費後)會被誌賬入信用卡賬戶內。

以其他貨幣所作的交易

7.16 若信用卡交易以港幣以外的其他貨幣進行，則交易金額將在誌賬入有關的信用卡賬戶前，按照信用卡組織所選擇的國際市場兌換率折算為港幣。

信用卡組織的貨幣轉換匯率

7.17 貨幣轉換匯率將根據信用卡組織可從一系列的國際市場兌換率或有關政府強制適用的貨幣兌換率中選擇。由信用卡組織於折算當日所採用的匯率，可能因市場匯率波動而與簽賬當日的匯率有所不同，但在任何情況下信用卡組織之決定為不可推翻及對持卡人具有約束力。

有關外幣交易之收費

7.18 對於以銀聯卡所進行的外幣兌換交易，我們將豁免有關之外幣兌換服務收費。儘管如此，我們保留在給予持卡人事先書面通知下收取此項服務收費之權利。

7.19 對於以其他信用卡組織所進行的非港幣信用卡交易(不論在香港或海外進行交易)，我們收取之服務收費為有關折算後交易金額的1.95%。我們有權不時對該服務費作出修訂。

以港幣支付外幣簽賬的有關費用

7.20 持卡人在外地或經外國網站消費時，有時候可選擇以港幣支付外幣簽賬。此選項屬海外商戶的直接安排，而非由我們提供。持卡人應於簽賬前向該商戶查詢有關匯率及手續費的詳情，因為以港幣支付外幣簽賬，所涉及的費用可能會較以外幣簽賬的手續費為高。

7.21 對於以銀聯卡所進行的以港幣支付外幣簽賬，我們將豁免有關服務收費。儘管如此，我們保留在給予持卡人事先書面通知下收取此項服務收費之權利。

7.22 對於以其他信用卡組織所進行的以港幣支付外幣簽賬(不論交易在外地或經外國網站進行)，我們收取之服務收費為有關折算後的交易金額的1%。我們有權不時對該服務收費作出修訂。

付款次序

7.23 對於根據本協議下所收到的付款金額，我們將按以下次序(或其他我們不時全權決定之次序)運用或用以償付：

(a) 首先：上期結單上之最低付款額；

(b) 其次：由現金透支引發之所有本金；

(c) 第三：由購物簽賬交易引發之所有本金；及

(d) 第四：持卡人根據本協議所欠下我們之所有其他款項。

當持卡人離開香港

7.24 如持卡人擬離開香港超過一個月，可於離港前給予我們清晰及明確具體的指示安排繳付其信用卡賬項。倘沒有依上述作出妥善安排可能因結欠款項而須繳付利息。

退回信用卡賬戶結餘

7.25 我們不會對信用卡賬戶之任何結餘累積計息。主卡持卡人可要求我們把信用卡賬戶內之結餘退回，惟我們將對此項要求徵收手續費。

7.26 我們亦可毋須在要求下、得到同意及毋須發出通告而以我們絕對的酌情權隨時及不時退回信用卡賬戶內之全部或部分結餘。我們可把該結餘轉賬至主卡持卡人名下在我們開立之其他賬戶或以其他我們認為合適之方式進行。我們將不會就此徵收手續費。

8. 抵銷及留置權

留置權

8.1 我們有權對現時或此後我們管有或控制的所有持卡人之財產享有留置權及持之以作抵押品(不論我們是否在一般銀行業務運作穩妥保管、託管或其他用途)。同時，我們有權出售該持之以作抵押品之財產及構成我們的留置權，以清償持卡人所欠我們之任何債務。

抵銷權

8.2 在附加於及不損害條款8.1的前提下，我們有權在盡法律許可的最廣範圍內及在毋須通知任何人仕的情況下，可抵銷我們須對持卡人所付之責任及債務(包括但不限於(a)任何持卡人或任何其他人仕於我們或與我們有關連或聯營的任何其他公司而持卡人中享有實益權益的任何戶口中之任何結餘，包括但不限於任何信用卡、往來、儲蓄、定期存款、投資、按揭、分期付款、租賃或其他性質之戶口(不論是否須發出通知，不論到期與否，亦不論屬何種貨幣)；(b)我們應付或尚欠持卡人任何貨幣之任何其他款項；及(c)我們以其名義代表持卡人於香港或其他地方的任何其他金融機構開立之戶口中之任何結餘)，用以償還或清償持卡人須向我們履行或償付的責任及債務，不論實際的、未來的或是或有的，即使持卡人並不是未能遵守本協議。我們對該筆抵銷款項有絕對酌情權決定以我們認為合適的方式及次序運用和處理，籍此以抵銷持卡人所欠我們的責任和債務。

8.3 在本條款8下，如任何戶口可根據任何信貸安排被提款，即使戶口已被透支，但所透支金額依然少於信貸安排的最高限額，則該戶口將被當作有結餘處理，而上述結餘之金額，將等於信貸安排依然可提供的金額。

8.4 不論任何持卡人的責任及債務仍屬或有或未來性質，我們將持卡人任何賬戶結餘之款項付給持卡人的責任，在需要抵償此等債務之範圍內，須予以暫停，直至或有或未來事件發生為止。

8.5 持卡人同意並知悉我們可依據本條款8所賦予我們的權力以抵銷持卡人對我們應履行的責任和債務，包括(a)任何喪失時效的責任和債務(不論是否因時效條例的條文所致)及(b)任何其他不能強制執行的責任和債務。

獨立權

8.6 本條款8所賦予我們的抵銷權及留置權是附加及不影響在法律、衡平法、或其他持卡人與我們訂立之任何其他協議下可能賦予我們之任何其他抵押或一般留置權、抵銷權或類似權利。

聯名戶口

8.7 若屬聯名戶口，我們可行使本條款8所規定的權利，將該聯名戶口中之任何結餘用於清償該聯名戶口一名或以上持有人所欠我們之任何債項。

貨幣兌換

8.8 根據本條款8，我們獲授權進行其認為行使任何抵銷權利所需之任何貨幣匯兌，並釐定適用之匯率，有關之匯率為不可推翻及對持卡人具有約束力。該匯兌費用須由持卡人承擔，該匯兌費用並成為本條款8下我們抵銷權利之一部份。

通知

8.9 在我們行使其抵銷、留置或匯兌權利後，我們將在可行的情況下盡快通知持卡人。

9. 責任豁免權

9.1 如本協議內有任何其他條文與本條款9有任何不一致的地方，就該不一致的地方而言概以本條款9作準。

9.2 **除直接及純粹因我們的職員在受僱工作期間的疏忽或故意違責所導致之合理地可預見的損失及損害，我們概不就任何損失或損害，不論因何導致，承擔任何責任，包括但不限於任何因下列事宜引致之損失或損害：**

(a) 因任何商戶拒絕承認或接受信用卡；

(b) 儘管信用卡賬戶仍有可用的信用額，我們拒絕批出信貸授權予任何購物簽賬或其他交易；

(c) 因使用信用卡而獲供應予持卡人之貨物或服務的品質及狀況；

(d) 持卡人與商戶之任何爭議及持卡人對商戶之任何投訴或申索。持卡人須在不牽涉我們的情況下與商戶自行解決該等爭議或對商戶提出投訴或申索。持卡人對商戶提出之爭議、投訴或申索均不會賦予持卡人向我們提出抵銷或反申索的權利，亦不會免除其對我們的責任；

(e) 任何終端機之失靈；

(f) 有關信用卡及/或服務被其他人仕取用，不論是否獲持卡人授權，直至我們收到按條款10.1所要求之有關信用卡、信用卡賬戶號碼或私人密碼的遺失或被竊之適當通知；

(g) 我們運用其權利要求及促使持卡人於信用卡滿期日前退還信用卡(不論該要求或促使是由我們或任何其他由我們授權之人仕所作出亦然)；

(h) 因我們運用其權利減低信用額或綜合信用額或終止任何信用卡或信用卡賬戶；

(i) 任何在我們依據本協議條款13所透露的資料中所包括的任何錯誤陳述、失實陳述、錯誤或遺漏；

(j) 因與我們履行其於本協議的職責有關之系統、設備或裝置之任何機械故障、不當運作、故障、中斷、暫停延誤或不足，而不能執行持卡人之任何指示；

(k) 任何因勞資糾紛或其他我們或我們的代理人或我們的承包商的控制範圍以外的因素而直接或間接地引致持卡人未能使用信用卡或任何服務；及/或

(l) 因我們之電腦系統進行日終循環引致不能執行持卡人之任何指示。

9.3 假如適用之法律及規定禁止免除或限制我們的責任，則本協議內之任何條款均不可免除或限制該等責任。

9.4 假如任何強制性法例要求持卡人對我們的責任不包括任何我們不合理地招致之費用及開支，則持卡人的責任在本協議下將被理解為這樣的效果。

10. 遺失信用卡的責任

持卡人之責任

10.1 一經發現信用卡、信用卡賬戶號碼、私人密碼或認證因素遺失、失竊、未獲授權使用、不正當使用及/或外洩，持卡人必須立即向我們的信用卡中心及警方報告，並隨後以書面確認。持卡人承諾就其所知向我們及警方提供有關信用卡之遺失、失竊、未獲授權使用、不正當使用及/或外洩情況之全部資料，並願意採取所有合理行動以協助我們尋回遺失或失竊之信用卡。為免生疑問，若持卡人未能於(a)發現信用卡之遺失、失竊、未獲授權使用、不正當使用及/或外洩後之合理時間內通知我們，或(b)採取我們建議的措施保管信用卡及密碼，即被視為嚴重疏忽。

10.2 不論信用卡、信用卡賬戶號碼、私人密碼或認證因素遺失、失竊、未獲授權使用、不正當使用及/或外洩，在我們**未接獲**持卡人通知之前，任何未獲授權或不正當使用信用卡、信用卡賬戶號碼、私人密碼或透過遺失或失竊卡所引致及涉及信用卡賬戶之一切結欠，持卡人須負**全責**。但假若持卡人(a)並無欺詐行為、亦並無嚴重疏忽保管其信用卡、信用卡賬戶號碼、私人密碼或認證因素及已本著真誠與小心謹慎行事；及(b)在發現其信用卡、信用卡賬戶號碼、私人密碼或認證因素遺失、失竊或認證因素被盜取，或認證因素或卡資料已遭泄露、未獲授權下被擅自使用、被第三方不正當使用或外洩予第三方後，以合理地可行之情況下已儘快通知我們，則持卡人**對於未獲授權之交易(不包括現金透支)須負責之最高金額將不超過HK$500**。

報失信用卡的行動

10.3 我們有全權決定是否接受任何自稱持卡人或其代表之口頭報失、失竊、未獲授權使用、不正當使用及/或外洩信用卡、信用卡賬戶號碼、私人密碼或認證因素。**惟我們根據該口頭通知而採取之任何行動，不須對持卡人負上任何責任，而持卡人亦不能因此免除本協議內其應負之責任。**

11. 違約與終止

由我們終止

11.1 我們可隨時以絕對酌情權在毋須申述理由及毋須事先給予任何通知或原因予持卡人之情況下決定：

(a) 取消、暫停、減少、更改或終止在信用卡賬戶下給予持卡人之任何信貸服務；

(b) 終止本協議；

(c) 取消、暫停或凍結信用卡賬戶；

(d) 暫停或終止全部或任何信用卡之使用；

(e) 要求或促使持卡人退還持有之全部或任何信用卡；及/或

(f) 收回或撤銷全部或任何已發出之信用卡。

持卡人同意即使已終止使用其信用卡，本協議內之所有條文仍然繼續全面有效。

11.2 在不影響條款11.1及毋須給予事先通知予持卡人之情況下，我們亦可行使載於條款11.1(a) 至 (f)項之權利，假若：

(a) 持卡人違反本協議的任何條款及細則；

(b) 持卡人未能清還任何於信用卡賬戶內應付之金額；

(c) 持卡人未能依期清還任何欠款；

(d) 持卡人面對破產申請；

(e) 持卡人去世；或

(f) 基於持卡人本身之任何原因導致我們不知持卡人的去向。

由持卡人終止

11.3 主卡持卡人可隨時透過書面通知我們取消信用卡賬戶或終止使用在其信用卡賬戶下之任何或全部信用卡。附屬卡持卡人亦可隨時透過書面通知我們終止使用其附屬卡。

11.4 如持卡人取消或終止信用卡賬戶或終止使用其信用卡，均須將有關之信用卡剪成兩半歸還我們。主卡持卡人須完全負責全部於信用卡交還我們前透過有關信用卡所進行之所有信用卡交易，然而附屬卡持卡人僅須負責其本身的信用卡交易。

終止後會發生之情況

11.5 當我們根據條款11.1或11.2行使權利或當持卡人根據條款11.3取消或終止信用卡時，在不影響我們在本協議的任何其他權利之情況下，(a)持卡人所享有的所有權利和優待將立即自動終止；(b)信用卡的所有結欠(不論是否已誌賬入信用卡賬戶內)將**立刻到期並需清還**，即使我們未有發出要求或通知；及(c)持卡人須承擔我們直接或間接所遭受的任何因我們根據條款11.1或11.2行使權利及/或持卡人根據條款11.3而取消或終止信用卡所蒙受之損失。

在要求下付款

11.6 儘管本協議有任何其他規定，我們有**凌駕性的權利**隨時**要求**持卡人立刻繳付及持卡人須因應我們要求立即繳付所有信用卡賬戶未清還予我們的款額(不論該要求發出時信用卡賬戶未清還的款額是否已反映在結單上之總結欠上或是否在要求之時已到期繳付)，連同任何當時已產生但尚未計入信用卡賬戶的費用、收費及支出。所有欠款，包括但不限於所有金額、費用、收費及支出，將即時按我們計息而採納的現行利率逐日累積計息(如不是已經累積)，自我們發出要求之日或誌賬之日起計，視情況而定，直至償還之日為止。

當持卡人使用信用卡的權利被終止

11.7 持卡人使用信用卡的權利會根據本協議條款11所述或當持卡人已通知我們其信用卡遺失或失竊時立即終止。繼續使用一張已停止的信用卡為嚴格地禁止及可能是不合法的。

12. 修訂及轉讓

修訂

12.1 我們隨時保留權利(a)在事先給予持卡人六十天之通知下，不時及隨時就信用卡之使用及/或有關服務訂明持卡人需繳付的新項目、更改、增加及/或修改利息、費用及收費(包括但不限於錄載於附錄表之項目)，及/或大幅修改本協議之條款及細則；及(b)在事先給予持卡人合理期限之通知下作出任何調整、改變、修訂、修改、增加及/或刪除本協議之條款及細則。

12.2 依據條款12.1所述之任何之調整、改變、修訂、修改、增加及/或刪除本協議之條款及細則以及任何訂明、更改、增加及/或修改利息、費用及收費**(統稱「該等修訂」)**，當我們透過展示，公佈或張貼於我們的互聯網網頁上或以我們認為合適之形式通知持卡人及通知期滿後即告生效。如在生效日期後持卡人仍繼續保留及使用其信用卡，持卡人將被視為不可推翻地接受該等修訂。持卡人若不接受該等修訂，必須在其生效之前，他必須終止使用該信用卡並以書面通知我們，及將信用卡剪成兩半交回我們，以及即時清繳所有信用卡賬戶內所有欠款。

轉讓

12.3 持卡人不可轉讓或轉移其根據本協議所享有的全部或任何部份之權利及/或義務。我們可轉讓，分割或轉移任何或全部在本協議內之權利及義務。

13. 資料

持卡人所給予的資料

13.1 持卡人知悉我們是基於持卡人所提供之資料之真確性而發出信用卡，所以持卡人可能會因向我們提供不正確或不真實的資料而負上刑事責任。

13.2 持卡人確認及承諾其所提供之一切資料尤其是其個人在債務方面之資料均為真實及正確。

13.3 如持卡人的職業、住宅地址、辦事處地址、居住國家、電郵地址或聯絡電話號碼有任何更改，每位持卡人應立即以書面通知我們。

13.4 如持卡人對於清還或繳付任何欠款或款項有任何困難，每位持卡人亦應立即通知我們。持卡人確認及承諾沒有及沒有意圖於短期內進行破產申請或沒有察覺他人對其提出任何破產申請。

我們披露的資料

13.5 持卡人知悉及同意**「關於個人資料(私隱)條例的客戶及其他個別人士通知」(「該等通知」)**之條文為本協議條款及細則的一部份。持卡人明白該等通知的內容。持卡人確認及同意我們可根據(a)該等通知，(b)不時載於我們向持卡人提供之聲明、通函、條款及細則或通告內有關我們使用及披露個人資料之政策，或(c)由持卡人不時給予的訂明同意，使用一切與持卡人有關的個人資料**(「該等資料」)**並用於有關用途，及可向有關人士(不論在香港境內或境外)披露。

13.6 在不影響該等通知的情況下，持卡人亦同意我們將該等資料轉移至香港以外地方，使用該等資料及其他有關持卡人的個人資料及資料供核對程序(根據個人資料(私隱)條例所定義)之用、供內部信貸風險管理之用、供更好的集團賬戶服務之用、供外判予本協議所述之服務承辦商之用、提供有關持卡人之銀行或信用查詢(如適用)及/或供任何上述的目的之用。持卡人同意我們可不時向任何第三方索取有關持卡人的資料，包括但不限於向信貸資料服務機構的信用報告等(如適用)。

13.7 持卡人明白倘其未能向我們提供任何所需之資料，我們未必會為其提供服務。

13.8 由於持卡人經已授權我們可披露其當時已擁有之資料，倘持卡人或我們終止信用卡賬戶，此項授權亦不受影響或因此終止。

14. 債務追討

14.1 我們有權聘請外界代收欠款代理人及/或機構及/或律師向持卡人追討所欠下我們任何未償還之款額或執行我們的任何權利。持卡人同意我們需要時可向有關的代收欠款代理人及/或機構及/或律師披露其個人資料及一切有關資料以用作債務追討的目的。

持卡人所須負責的追討費用

14.2 持卡人須**應我們之要求**繳付及補償我們因以下情況，不論直接或間 接，所涉及一切合理之費用：(a)要求持卡人付款、向其收取或試圖收取欠款、或向其提出訴訟以追討根據本協議下所欠我們的款項、(b)就違反本協議須向其索取之賠償、及/或(c)否則在執行或企圖執行本協議，包括但不限於代收欠款代理人及/或機構之費用及支出以及一切法律費用及支出。

15. 信息傳遞

當信息生效時

15.1 我們向持卡人發出的所有通知、結單或書信，可用平郵方式寄往持卡人常用或最後為人所知的地址。有關通知或書信將於投寄兩日後，即視作已為持卡人已收妥。我們還會發出通知或書信(包括信用卡賬戶付款通告)至持卡人其最後通知我們之手提電話號碼或電郵地址，如該等通知或書信並非不能傳遞而遭退回，我們即視持卡人已即時收到該等通告或書信。所有送交持卡人之物件，持卡人須承擔運送途中之一切風險。持卡人發給我們的任何通知或書信，則須待我們實際收到時方被視為收妥。

電話或傳真傳遞

15.2 持卡人授權我們按照或倚賴由電話或傳真給予或宣稱由電話或傳真給予的我們的任何指示、通知或書信行事。

15.3 如我們合理地相信由持卡人或其代表發出之任何指示、通知或書信為真實的，我們可以(但並不代表有責任)按其指示、通知或書信行事。在任何情況下，我們無須就作出或宣稱作出指示、通知或書信之人仕的身份或職權進行查詢，或任何的電話或傳真發出之指示、通知或書信的真實性進行查詢，並我們無須要求任何方式的進一步確認。

15.4 **持卡人承諾，就我們因依據其接獲上述之電話或傳真通知而行事或忽略行事所合理地招致的所有申索、要求、行動、訴訟、損失、損害、費用及開支(包括但不限於所有法律及債務追討的費用及支出)，以全部補償基準向我們給予彌償，如屬直接及完全因我們的疏忽或故意違責所導致的除外。**

電話對話的記錄

15.5 持卡人同意我們可酌情以書面及/或錄音及/或我們決定的任何其他方法記錄以電話作出的通知或指示。我們對任何該等通知或指示所作的記錄為不可推翻，並對以其名義發出通知或指示的持卡人具約束力。持卡人亦同意我們有權在維持持卡人與我們之間的日常業務關係過程中，將我們的員工與持卡人之對話進行錄音。

16. 彌償

16.1 **持卡人承諾，就我們因依據其(a)持卡人違反本協議的任何條款及細則或(b)行使或保護我們在本協議下的權力及權利或(c)我們根據本協議提供的任何服務或(d)透過使用信用卡作出的任何交易，所合理地招致的所有申索、要求、行動、訴訟、損失、損害、費用及開支(包括但不限於所有法律及債務追討之費用及開支)，以全部彌償基準向我們給予彌償，如屬直接及純粹因我們的疏忽或故意違責所導致的除外。**

17 制裁

17.1 在此條款17中：

「聯屬公司」(Affiliates) 就任何人士而言指該人士的附屬公司或控股公司，或該控股公司的任何其他附屬公司。

「反貪腐法」(Anti-Corruption Laws) 指英國的《2010年反賄賂法》、美國《1977年海外反腐敗法》，以及由香港、新加坡、美國或任何其他司法管轄區頒布、實施或強制執行的任何類似法例、規則或規例。

「反洗黑錢法」(Anti-Money Laundering Laws) 指香港、新加坡及持卡人和持卡人公司集團任何成員進行或經營業務的各個司法管轄區之適用財務記錄保存及匯報規定，以及洗黑錢法規或條例、當中的規則及規例，以及由任何政府機關或由任何法院或政府機關進行之訴訟而頒布、實施或強制執行的任何相關或類似的規則、規例或指引。

「受控制」(controlled) 指一個人(直接或間接，不論以股本、投票權、合約或其他方式)有權委任及/或罷免另一人的大部分管治成員，或以其他方式控制或有權控制該其他人士的事務及政策，該其他人士則被視為受首位提述的人士「控制」。

「政府機關」(Government Agency) 指任何政府或政府機關，或公共、法定、半政府或司法實體、機構或當局(包括(但不限於)根據任何法律或規例設立的任何證券交易所或自我規管組織)。

「控股公司」(Holding Company) 就公司或法人而言，指其作為附屬公司所屬的任何其他公司或法人，包括最終控股公司。

「持有大多數股權」(majority owned)指以實益或法律上持有該人士超過50%的已發行股本(或等價物)或投票權(不包括已發行股本(或等價物)中無權參與超過特定數額的利潤或股本分派的任何部分)。

「受限制人士」(Restricted Person) 指在任何時候：

(a) 制裁當局設立的任何相關指定人士制裁名單所載的任何人士；或

(b) 在受制裁國家經營、組織、居住、成立、註冊或合法居住的任何人士；或

(c) 由上述第(a)或(b)項所述人士控制或持有大多數股權的任何人士。

「受制裁國家」(Sanctioned Country) 在任何時候指作為受到任何全面、全國或全地域制裁的對象或目標之國家或領土，包括(但不限於)北韓、伊朗、敘利亞、古巴及烏克蘭的克里米亞地區。

「制裁」(Sanctions) 指由以下各方不時頒布、實行、實施或強制執行的任何貿易、經濟或金融制裁、禁運或限制性措施，或相關法例或規例：

(a) 美國政府，包括由美國財政部外國資產控制辦公室或美國國務院管理的組織；
(b) 聯合國安全理事會；
(c) 歐盟及任何歐盟成員國；
(d) 英國；
(e) 新加坡金融管理局；
(f) 香港金融管理局；或
(g) 任何其他相關政府機關(為免生疑問，包括對(i)持卡人及/或我們(不論基於其註冊成立的司法管轄權，或其貿易、業務或其他經營活動所在的司法管轄區)或(ii)任何信用卡交易，具司法管轄權的政府機關)，

(上述各方皆為**「制裁當局」(Sanctions Authority)**)。

17.2 持卡人特此進一步就以下條款向我們作出保證、陳述及承諾：

(a) 持卡人或持卡人的任何聯屬公司並非受限制人士。
(b) 任何貸款款項不會直接或間接用於違反任何制裁的任何用途，或用於資助、促成或提供資金予涉及任何受限制人士或任何受制裁國家的任何活動、業務或交易。
(c) 任何貸款款項不會用於資助購買或轉讓任何軍用物資或裝備。
(d) 持卡人已實施及維持相應的政策及程序，以確保遵從此條款17.2內所載的陳述、保證及承諾。
(e) 持卡人及其聯屬公司並無違反及會繼續遵守與制裁相關的法例及規例。
(f) 持卡人不會以下述資金或資產直接或間接償還任何貸款：
    (i) 構成任何受限制人士的財產，或由受限制人士實益持有的財產；或
    (ii) 從違反適用於本協議任何一方的制裁之任何交易中獲得的直接款項。
(g) 持卡人會及時向我們交付並允許我們取得任何政府、司法或監管機構就制裁對其或其聯屬公司提出而持卡人可取得的任何申索、法律行動、訴訟、法律訴訟或調查詳情。
(h) 持卡人不得(並須確保其聯屬公司不會)違反任何制裁，亦不會直接或間接進行或從事任何可能使其違反任何制裁的交易、行為、貿易、業務或其他活動。
(i) 持卡人不得(並須確保其聯屬公司不會)直接或間接使用、允許或授權任何其他人士直接或間接使用任何運用信用卡或信用卡賬戶或信用卡賬戶號碼或本協議提供的相關產品及服務所得的全部或部分款項：
    (i) (直接或間接)為違反任何制裁(或與任何受制裁國家有關)或違反任何反腐敗法、反洗黑錢法或恐怖主義融資法的任何交易、行為、貿易、業務或其他活動提供融資或資金；
    (ii) (直接或間接)為任何受制裁國家或受限制人士提供融資、捐款或資金；或
    (iii) 導致持卡人或我們違反任何制裁(若及在適用於其中任何一方的範圍內)或成為任何制裁對象的任何其他使用方式。
(j) 持卡人必須(並須確保其聯屬公司會)按照反貪腐法及反洗黑錢法經營業務，並維持旨在促成及遵守適用反貪腐法及反洗黑錢法的政策及程序。

17.3 所有在上述條款17.2內所載的陳述、保證及承諾均視為由持卡人參照使用信用卡期間存在的事實而作出。

18. 一般資料

管轄法律

18.1 本協議受香港之法律管轄及詮釋。

司法管轄權

18.2 持卡人甘願受香港法院之非專屬司法管轄權所管轄。

18.3 我們可在澳門及/或香港及/或持卡人身處或其資產所在之任何地點執行本協議。

如何行使我們的權利

18.4 即使我們未有完全地或在特定時間內行使任何權利或進行索償，我們仍然可於稍後時間進行。即使我們只行使或放棄其中一項或某部份，將不會妨礙我們進一步行使或行使其他權利或索償。

可分割性

18.5 即使本協議內之任何條款被裁定為不合法或不能強制執行，亦無損及絕不影響本協議內其他條款的有效性、合法性及強制執行性。

第三方權利

18.5A 本協議不擬向任何第三方授予任何執行本協議內任何條文的權利，亦不擬根據《合約（第三者權利）條例》及其後任何修訂條例向任何第三方授予本協議項下的任何利益，並明確排除相關法例之應用。

其他

18.6 本協議內所用之性別詞類，皆適用於其他性別；單數字詞亦適用於眾數反之亦然。而所有標題均作方便索引而設，並不影響本協議內容之詮釋。

18.7 信用卡申請表上的所有條款及細則為本協議之一部份，並對持卡人具有約束力。如本協議內的條款及細則與有關申請表內的條款及細則有任何不一致或抵觸之處，皆以本協議為準。

18.8 若本協議中英文本有任何歧異之處，皆以英文本為準。

附件：外國法規定

1. 釋義

1.1 本協議內的定義

除另有界定者外，本附件所用詞彙，具有本協議條款第1條項下所賦予的相同涵義。本附件內任何有關「銀行」的表述，均與本協議條款第1條項下定義之「我們」具有相同含義。本附件內任何有關「客戶」的表述，均與本協議條款第1條項下定義之「持卡人」具有相同含義。

1.2 定義

於本附件：

- **「戶口」**(account)包括但不限於本協議條款第1條項下定義之「信用卡賬戶」。
- **「《海外戶口稅收合規法案》(FATCA)」**指：
    (i) 《1986年美國國內收入法》(U.S. Internal Revenue Code of 1986)(經修訂)第1471條至1474條，或其任何修訂或繼任版本；
    (ii) 政府與規管機構之間就(i)訂立的任何政府間協議、諒解備忘錄、承諾及其他安排(包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排)；
    (iii) 銀行與IRS或其他規管機構或政府機構根據或就(i)訂立的協議；及
    (iv) 根據任何前述者在美國、香港或其他地方採納的任何法律、規例、規則、詮釋或慣例。
- **「外國法規定」(Foreign Law Requirement)** 指根據任何今後或現時的以下各項，向銀行及/或任何銀行集團公司施加的任何義務：
    (i) 外國法律(包括銀行及/或銀行集團公司按其/彼等全權及絕對酌情權認為其/彼等受約束的外國法律，並包括中國的法律及規則)；
    (ii) 落實香港在與外國政府(包括中國政府)或規管機構的協議下的義務的香港法律；
    (iii) 銀行及/或相關銀行集團公司與外國政府(包括中國政府)或規管機構訂立的協議；或
    (iv) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就(i)至(iii)項頒佈的指引或準則。

    為免存疑，這個定義包含根據FATCA(以及經不時修訂或頒佈)適用於銀行及/或任何銀行集團公司的任何義務或規定。
- **「政府機關」(Government Authority)** 指於香港境內或境外的任何政府、政府團體、政府機構或規管機構，包括香港稅務局及IRS。
- **「香港」(Hong Kong)** 指中國香港特別行政區。
- 「IRS」指美國國家稅務局(Internal Revenue Services)。
- **「中國」(PRC)** 指中華人民共和國(不包括香港、澳門及台灣)。
- **「美國」(U.S.)** 指美利堅合眾國。

2. 提供資料的承諾

2.1 客戶承諾及同意：

(a) 向銀行提供銀行為履行銀行或銀行集團公司於任何外國法規定項下的義務而按其全權及絕對酌情權要求的所有資料、文件及支持材料，包括關於客戶及本附件第5.1條所述的任何人士的資料、文件及支持材料；及

(b) 適時以書面方式通知銀行有關根據(a)向銀行提供的資料、文件及支持材料的任何更改；及

(c) 以令銀行信納的方式不時應銀行按其全權及絕對酌情權要求提供(a)所述類別的最新或額外資料。

2.2 客戶同意，適用的資料保障、銀行保密或類似法律下的保密權利將不適用於銀行就銀行或銀行集團公司遵守外國法規定之目的而言而向客戶索取的資料。

3. 披露資料

3.1 就任何外國法規定的目的而進行披露

客戶同意銀行以及向銀行收取關於客戶及/或本附件第5.1條所述的任何人士的任何個人及戶口資料或記錄的任何人士可向銀行按其全權及絕對酌情權視為在任何外國法規定下規定的任何人士、實體、政府團體、機構或規管機構 (不論是否在香港法下設立) 披露有關資料或記錄。任何有關人士或實體可在其進行的任何業務或規管職能的過程中使用有關資料。

3.2 確認披露的範圍

客戶明白、確認並同意，如銀行根據任何外國法規定被規定披露有關客戶及/或客戶與銀行的關係的資料，則這資料可包括 (但不限於) 客戶的戶口的戶口號碼、向客戶戶口支付或存入的利息或股息金額、向客戶戶口支付或存入的出售或贖回財產的收益金額、戶口結餘或價值、客戶及/或本附件第5.1條所述的任何人士的姓名、地址、居住國及社會安全號碼或僱主識別號碼或納稅人識別號碼，以及相關政府機關可能要求，或銀行按其全權及絕對酌情權視為在任何外國法規定下所需的有關其他資料。

3.3 離岸披露

客戶確認及同意，銀行可向香港境內或境外的第三方披露資料及文件。

4. 同意扣減和扣起款項及暫停交易

(a) 客戶確認及同意，即使本協議有任何其他規定：

(i) 銀行根據本協議支付的任何款項，將須按銀行按其全權及絕對酌情權視為在外國法規定下所需而被扣起及扣減；

(ii) 根據(i)被扣起的任何款項可於銀行按其全權及絕對酌情權所決定的戶口或方式持有；及

(iii) 銀行或其任何聯屬公司將毋須對因銀行行使其於本第4條項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

(b) 客戶確認及同意，為履行銀行於包括任何外國法規定項下的義務而銀行按其全權及絕對酌情權視作有需要時，銀行可延遲、暫停、轉讓或終止任何根據本協議作出的交易、付款或指示或服務。

(c) 客戶進一步同意，銀行將有全部授權(i)按銀行視作合適的任何方式以及有關價格及有關條款及條件出售、變現及/或以其他方式處置客戶戶口內可產生資金的任何資產的全部或任何部分，以讓銀行遵守按其全權及絕對酌情權視為在任何外國法規定下規定的義務；(ii)禁止客戶在銀行視作必須或適宜的有關期間內透過或在任何客戶戶口下進行任何交易；(iii)暫停或取消客戶的戶口；(iv)將客戶的戶口轉移至銀行位於另一司法管轄區(為免存疑，包括中國)的聯屬公司；及/或(v)暫停或終止客戶使用全部或任何信用卡及/或其相關服務。

5. 第三方

5.1 文件及資料

客戶承諾向銀行提供銀行按其全權及絕對酌情權要求的所有與以下有關的文件及資料：

(a) 任何戶口的最終實益擁有人；

(b) 最終負責給予任何指示或訂立任何交易的人士；

(c) 客戶代其收取款項的任何人士；及/或

(d) 銀行按其全權及絕對酌情權識別為與客戶相關的任何其他人士，

以讓銀行履行其在任何外國法規定下的義務。

5.2 更改資料

客戶承諾適時以書面通知銀行有關本附件第5.1條所述的任何人士在銀行記錄的地址或聯絡電話號碼或其他個人資料的任何變更。

6. 聲明及保證

客戶聲明、保證及確認，客戶就銀行或銀行集團公司遵守任何外國法規定的目的而言而向銀行提供的任何資料、文件及支持材料屬真實、完整及準確，且將在客戶與銀行維持銀行業務關係的整個期間保持真實、完整及準確。

7. 彌償

7.1 FATCA彌償

在並無限制客戶根據本協議的任何其他條款或任何其他安排或協議向銀行提供的任何其他彌償的情況下，客戶同意就銀行、其代理、高級職員及僱員因該方提供含誤導成分或錯誤的資料，或並無遵守本附件的任何規定，或銀行使用或倚賴客戶就銀行遵守任何外國法規定的目的而言而向銀行提供的任何資料、文件及支持材料而可能蒙受或招致的任何性質的所有負債、索償、付款要求、損失、稅項、成本費用、費用及開支，包括稅項、利息或罰金向銀行、其代理、高級職員及僱員作出彌償。客戶進一步同意，銀行有權從其管有或控制的客戶資產或客戶在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補客戶在本第7.1條下可能結欠的任何款項。儘管銀行與客戶的銀行業務關係終止，此項彌償將繼續。

8. 銀行的權利屬累計

8.1 不限制現有權利

本附件的內容概不限制本協議或客戶與銀行的任何其他安排或協議 (包括但不限於「**華僑銀行(香港)有限公司所有戶口及相關服務之條款及章則**」/「**商業賬戶之條款與章則**」連同其不時適用的修訂和補充) 的任何條款或規定的效力，而銀行在本附件下的權利應附加於其在本協議或客戶與銀行的任何其他安排或協議 (包括但不限於「**華僑銀行(香港)有限公司所有戶口及相關服務之條款及章則**」/「**商業賬戶之條款與章則**」連同其不時適用的修訂和補充) 下的其他權利，且不損害其在本協議或客戶與銀行的任何其他安排或協議 (包括但不限於「**華僑銀行(香港)有限公司所有戶口及相關服務之條款及章則**」/「**商業賬戶之條款與章則**」連同其不時適用的修訂和補充) 下的任何權利。

8.2 未能遵守

在不限制本附件第4(a)及4(c)條的一般性下，客戶確認及同意，如客戶未能遵守本附件的任何規定 (包括未能提供銀行要求的資料、文件及支持材料)，則銀行可暫停或終止客戶使用全部或任何信用卡及/或其相關服務，暫停或取消客戶的戶口，及/或將客戶的戶口轉移至銀行位於另一司法管轄區 (為免存疑，包括中國) 的聯屬公司。

9. 條款之間的抵觸

若本附件的中、英文本之間有任何抵觸或不相符，概以英文本為準。

(生效日期：2026年8月1日)

Cardholder Agreement

The below terms and conditions govern your use of the Card (as defined below) and related services. Before you use any of your Card and any related services, please read this Agreement carefully and make sure that you understand the terms and conditions thoroughly. By using the Card, the Card Account (as defined below), the Card Account Number (as defined below) or any related services, you accept all the terms and conditions set out below and are bound by them.

If you do not want to be bound by the terms and conditions set out below, please cut the Card immediately into halves and return the pieces to us or (for Virtual Card (as defined below) only) you must give us reasonable written notice in reasonable time to terminate the Card Account. Termination of the Card and Card Account by you is only effective after we have actually received the Card or notice.

1. Meaning of Words

In this Agreement, unless the context otherwise requires:

- **"Agreement"** means this OCBC Credit Card Cardholder Agreement and as from time to time amended, varied, supplemented or replaced by us.
- **"ATM"** means an automatic teller machine or automatic cash dispenser or Terminal through which a banking transaction may be effected.
- **"Bank", "we"** and its derivatives mean OCBC Bank (Hong Kong) Limited, its successors and assigns and/or any Bank Group Company adopting this Agreement as the agreement between the Cardholder and that company.
- **"Bank Group Company"** means any direct or indirect holding company of OCBC Bank (Hong Kong) Limited, any direct or indirect subsidiary of OCBC Bank (Hong Kong) Limited, or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company's successors and assigns.
- **"Card"** means all credit cards issued by us from time to time, whether or not with a branding of a Card Association (including without limitation any affinity card, co-branded card and Virtual Card), either as a Principal Card or Supplementary Card.
- **"Card Account"** means the account we open and maintain in the name of the Principal Cardholder for the purpose of this Agreement.
- **"Card Account Number"** means the account number we assign to the Cardholder which enables him to make Card Transactions which are to be settled under the Card Account.
- **"Card Association"** means associations of card issuers and acquirers including Visa, MasterCard, UnionPay and all other entities performing the functions of a card association.
- **"Card Transactions"** means any purchase of goods and/or services, balance transfers or any cash advance effected by the use of the Card or Card Account Number or the Card Account or any transaction (including without limitation Virtual Card Transaction) effected pursuant to the service we provide under this Agreement, and all charges, fees and interest whether the same is authorized by the Cardholder or not.
- **"Cardholder"** means any person to whom we issue one or more Cards and includes a Principal Cardholder and any Supplementary Cardholder, their respective personal representatives and lawful successors.
- **"Combined Credit Limit"** means the aggregate maximum amount the Principal Cardholder and the Supplementary Cardholder (if any) are entitled to have outstanding on the Card Account as specified in the Statement.
- **"Credit Limit"** means the maximum amount a Cardholder is individually and separately entitled to have outstanding in relation to a Card on the Card Account if so specified in the Statement.
- **"Facility"** means the credit facility made available by the Bank to the Cardholder under the Card Account.
- **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- **"Minimum Payment"** means such amount as we specify from time to time at our sole discretion in the relevant Statement or otherwise and notify the Cardholder that he shall pay to us on or before each Payment Due Date.
- **"New Balance"** means the unpaid balance or debit balance of the Card Account the Cardholder owes us for any month in respect of Card Transactions that we specify in the relevant Statement.
- **"Payment Due Date"** means the date on which the New Balance is due and payable by the Cardholder to us.
- **"person"** includes any individual, corporation, firms, company, partnership, associates or other organization.
- **"PIN"** means in relation to a Cardholder, the Personal Identification Number we provide to the Cardholder to enable him to gain access to ATM or certain Terminals to give Transaction Instructions. This includes the Personal Identification Number the Cardholder subsequently alters.
- **"Principal Card"** means a Card issued to the Principal Cardholder.
- **"Principal Cardholder"** means a person whose application for a Principal Card is accepted by us and in whose name we open a Card Account.
- **"Relative"** means (a) a parent; (b) a step-parent or adoptive parent; (c) the spouse; (d) the other party to a union of concubinage; (e) a cohabitee; (f) a parent, step-parent or adoptive parent of a spouse; or (g) a son, step-son, adopted son, daughter, step-daughter or adopted daughter.
- **"Relevant Person"** means a director, employee, or controller (i.e. either alone or together with any associate controlling 10% or more of the issued shares).
- **"Schedule"** means the **"Credit Card Fee & Charge Schedule"** stipulated by us and as revised or amended by us at any time and from time to time.
- **"Statement"** means a monthly statement of Card Account we issue to a Cardholder each month which sets out the financial liabilities the Cardholders owe us on the date of the statement and such other information as we consider appropriate from time to time.
- **"Supplementary Card"** means a Card issued to the Supplementary Cardholder at the joint requests of the Principal Cardholder and that person.
- **"Supplementary Cardholder"** means a person to whom we issue a Supplementary Card.
- **"Terminals"** means any Automatic Teller Machine, dial terminal, electronic data capture terminal, point-of-sale terminal or other terminals through which Transaction Instructions may be given.
- **"Transaction Instructions"** means any instruction given to us by any means of using the Card directly or indirectly (whether or not through another person) to effect a transaction.
- **"Virtual Card"** means all virtual cards issued by us (but not physically) from time to time with a Card Account Number assigned by us from time to time either as a Principal Card or as a Supplementary Card.
- **"Virtual Card Transaction"** means any purchase of goods and/or services effected by using a Virtual Card via Internet, telephone, fax or mail orders or other means as we may from time to time decide (as the case may be), whether authorized by the Cardholder or not.

"Clause and Appendix headings are for ease of reference only and all the Appendices shall form an integral part of this Agreement."

2. Card

Issue of Card

2.1 We may at our sole discretion issue a Principal Card to the Principal Cardholder. We may also at our sole discretion issue a Supplementary Card to such person(s) whom the Principal Cardholder nominates.

Confirm receipt of Card

2.2 The Cardholder must confirm receipt of the Card by the ways we prescribe from time to time before he can effect any Card Transaction.

Signature

2.3 The Cardholder must sign on the signature panel of the Card (except for Virtual Card) immediately on receipt. The Cardholder is fully responsible for any losses or consequences, financial or otherwise suffered or incurred by him, if he fails or delays to comply with this Clause 2.3.

Card is our property

2.4 The Card remains our property at all times and is not transferable to any person. The Cardholder must not pledge the Card as security for any purpose. The Cardholder must immediately surrender the Card to us upon our demand even before the expiry date shown on the face of the Card.

Use of Card

2.5 Each Cardholder accepts the terms and conditions of this Agreement when he first uses the Card.

2.6 The Cardholder must maintain and operate the Card Account to our satisfaction.

2.7 Each Cardholder undertakes to act honestly and in good faith at any time in relation to all dealings with the Card and us.

2.8 The Cardholder must use the Card in accordance with the terms and conditions of this Agreement and other applicable terms and conditions. In particular, cash advance in overseas or other services may be subject to further requirements set by us, if any, from time to time.

2.9 We are entitled not to accept any application of the Cardholder for any related Facility or service.

Protecting the Card and the PIN

2.10 The Cardholder must not allow any other person to use the Card, the Card Account Number or the PIN.

2.11 The Cardholder must keep the Card, the Card Account Number and the PIN safe at all times under the Cardholder's own control.

2.12 The Cardholder is fully responsible for any losses or consequences, financial or otherwise suffered or incurred by him, if he fails or delays to comply with Clauses 2.10 and 2.11.

2.13 As soon as we provide the PIN to the Cardholder, it remains effective until we cancel the Card. The Cardholder must keep the PIN of the Card strictly confidential and may change the PIN at any time by such ways we prescribe and the new PIN takes effect immediately.

2.14 The Cardholder must inform us immediately in writing or by telephone (which we may ask the Cardholder to confirm us in writing with any details) upon discovery that the PIN is lost, stolen or known to any other person. All withdrawals, transfers and/or transactions involving the use of the PIN by any person (whether authorized by the Cardholder or not) before we have received the aforesaid information in writing from the Cardholder are conclusively binding on the Cardholder, without affecting our rights under Clause 10.

2.15 The Cardholder accepts full and sole responsibility for any losses or consequences, financial or otherwise suffered or incurred by him arising from or in connection with the Card being used by and/or the PIN being known to or used by another person for whatever reason, **and the Cardholder shall indemnify us against all losses and damages suffered or incurred by us arising therefrom or in connection therewith.**

Restriction on the use of Card

2.16 The Cardholder must not use the Card to pay any illegal transactions, including without limitation all forms of illegal gambling activities (via internet, online or otherwise) in Hong Kong or other jurisdictions. The Cardholder is responsible for any losses or consequences, financial or otherwise suffered or incurred by him arising from or in connection with his failure to comply with this Clause 2.16, **and the Cardholder shall indemnify us against all losses and damages suffered or incurred by us arising therefrom or in connection therewith.**

Using Card on ATM or other Terminal

2.17 The Cardholder may use the Card and the PIN for services that we provide from time to time, through operating the ATM or any Terminals that we designate or provide.

2.18 The use of the Card through such ATM or Terminals is also governed by all the terms and conditions of "OCBC ATM Card Services" as set out in **"OCBC Bank (Hong Kong) Limited Terms and Conditions for all Accounts and Related Services" / "Business Account Terms and Conditions"** together with the amendments and supplements applicable from time to time. The aforesaid terms and conditions are binding on the Cardholder despite his lack of actual notice or knowledge thereof.

2.19 Our record of any Card Transaction involving the use of the Card on the ATM or Terminals is in all respects conclusive and binding on the Cardholder.

Expiry, renewal or replacement of Card

2.20 The Card shall expire on the last day of the month indicated on Card unless early terminated. The Cardholder shall return the Card to us upon our request. If the Cardholder asks for a renewal or an additional Card, we may at our discretion issue to the Cardholder a renewal or an additional Card on such terms and conditions that we consider appropriate. If the Card is not renewed, all amounts outstanding in relation to the Card shall become immediately due and payable.

2.21 If the Cardholder, for whatever reasons, loses or damages the Card or forgets the Card Account Number or asks for a replacement Card, we may at our sole discretion issue to the Cardholder a replacement Card on such terms and conditions (including without limitation charging a handling or replacement fee on the Card Account) that we consider appropriate.

2.22 If the Cardholder asks for a Card replacement, the Cardholder must return the Card to us by hand.

Supplementary Card

2.23 The Principal Cardholder and the Supplementary Cardholder authorize us to send to the Principal Cardholder the Supplementary Card, the PIN and all communications and notices relating to them.

2.24 If there is more than one Cardholder under the Card Account, the Principal Cardholder is fully liable for all transactions and obligations of the Principal Cardholder as well as the Supplementary Cardholder. The Supplementary Cardholder is only liable for his own transactions and obligations.

2.25 Where the Card is used to effect Card Transactions to a total amount exceeding the Credit Limit or the Cards are used to effect Card Transactions to an aggregate total amount exceeding the Combined Credit Limit, the Principal Cardholder is fully liable for the total aggregate outstanding amount and all charges exceeding the Credit Limit and/or Combined Credit Limit on the Card Account. The Supplementary Cardholder is only liable for his own transactions and obligations, including without limitation the total outstanding amount and all charges exceeding the Credit Limit, if any, in relation to his Card. We may recover from the Principal Cardholder or the Supplementary Cardholder or both as we decide.

3. Card Account

3.1 The Card Account and related services are also governed by the terms and conditions of the **"OCBC Bank (Hong Kong) Limited Terms and Conditions for all Accounts and Related Services" / "Business Account Terms and Conditions"** together with the amendments and supplements applicable from time to time. The Cardholder may obtain a copy of the aforesaid terms and conditions at our branches and our website. The aforesaid terms and conditions are binding on the Cardholder despite his lack of actual notice or knowledge thereof.

3.2 We maintain a Card Account of the Card Transactions. We debit the values of the followings to the Card Account:

(a) all purchase of goods and/or services;

(b) all balance transfers, cash advances or any other transactions in connection with or effected by using the Card or Card Account or Card Account Number (whether or not the Cardholder or another person uses the Card physically or otherwise); and

(c) all related charges, fees, interests, outstanding balance, costs, expenses and other sums payable under this Agreement.

Connected Party Transactions

3.3 Each Facility is granted on the basis that the Cardholder warrants that: the Cardholder, or any of its directors, partners, managers or agents, or any of its guarantors is not, for the purpose of Hong Kong laws and relevant regulations, a Relevant Person or a Relative of a Relevant Person of the Bank (or its holding company, any of its subsidiaries and affiliates). The Cardholder undertakes to notify the Bank immediately if, after the granting of any such Facility, the foregoing warranty ceases to be accurate or becomes untrue.

4. Credit Limit or Combined Credit Limit

4.1 The Cardholder must not use the Card to a total amount exceeding the Credit Limit. The Principal Cardholder must not use the Cards and, as the case may be, together with any Supplementary Cardholder jointly, to an aggregate total amount exceeding the Combined Credit Limit. However, we may at our absolute discretion permit transaction to be effected in excess of the Credit Limit or Combined Credit Limit and the Cardholder shall be liable for such transaction and the related fees and charges (including without limitation over-the-limit fee).

4.2 The Principal Cardholder may make a request for us to decline to permit transaction exceeding the Credit Limit or Combined Credit Limit. For the avoidance of doubt, such request shall apply to all credit cards maintained under the name of the Principal Cardholder and the Supplementary Card. After such request has taken effect, Card Transactions which result in the outstanding balance under the Card Account exceeding the Credit Limit or Combined Credit Limit will not be approved. Despite the Principal Cardholder's request being effected, the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payment, transactions approved yet late posted and transactions directly authorized by the Card Association) without prior notice to the Cardholder and the Cardholder shall be liable for such transactions and the related fees and charges.

4.3 Notwithstanding anything in this Agreement to the contrary, we may designate, decide, reduce, adjust, revoke, cancel or increase at our absolute discretion the Credit Limit and/or Combined Credit Limit to the Card Account from time to time, without any notice to the Cardholder, provided that a notice of thirty (30) days shall be given to the Cardholder if we unilaterally increase the Credit Limit and/or Combined Credit Limit. The Cardholder must strictly observe any Credit Limit specifically designated to him and/or, as the case may be, such Combined Credit Limit designed to him or all of them. The Cardholder may apply to us for a review of such Credit Limit and/or Combined Credit Limit at any time, but we are entitled to determine the application at our absolute discretion.

5. Liability

Cardholder's liability

5.1 The Cardholder is liable for all Card Transactions and all costs and expenses (including without limitation legal fees and costs of engaging debt collection agents) that we reasonably incur in enforcing this Agreement and/or recovering any sum owed by the Cardholder to us that we may debit to the Card Account, irrespective of whether the Credit Limit and/or Combined Credit Limit is/are exceeded and/or whether any sales, balance transfer or cash advance vouchers are signed by the Cardholder, without prejudice to our rights under other provisions of this Agreement.

Instruction given to us

5.2 We have no duty to verify the identity of the person giving any Transaction Instruction purportedly in the name of the Cardholder. Unless we receive any notice, we are authorized to act on any Transaction Instruction we reasonably believe to have emanated from the Cardholder.

5.3. **We are not liable for acting in a reasonable manner on any such Transaction Instruction referred to in Clause 5.2 even if it is subsequently found to have emanated**

from an unauthorized person (whether or not the Cardholder signs any sales draft or other document in order to issue the Transaction Instruction).

5.4 Each Cardholder is liable for all charges arising from a Transaction Instruction referred to in Clause 5.2, even if the Transaction Instruction is unauthorized, in accordance with Clause 10.2.

5.5 The Principal Cardholder and each Supplementary Cardholder agree to be bound by all instructions given by any of them to us. For the avoidance of doubt, any reference to "instruction" in this Agreement includes, among other things, a Transaction Instruction.

6. Statements

Issuance of Statement

6.1 We will issue a Statement to the Principal Cardholder (or to both the Principal Cardholder and the Supplementary Cardholder, as the case may be) at a specified date of each month or at such interval as we decide. The Statement will detail the New Balance and the Payment Due Date. If we do not receive any notification from the Cardholder within seven (7) days after the date of the Statement that the Cardholder has not received the Statement, the Cardholder shall be deemed to have received the Statement.

6.2 However, we need not issue a Statement if (a) no transaction has been made since the last Statement or (b) the Card Account has a credit balance, or debit balance of less than HK$10 as at the date of the Statement.

Accuracy of Statement

6.3 The Cardholder must check the correctness of each and every entry made in the Statement and immediately inform us in writing of any inaccurate entries. If the Cardholder suspects or becomes aware that there is an unauthorized transaction printed in the Statement, he must inform us immediately. If we do not receive any written objection within sixty (60) days from issuance of the Statement, our record and Statement of all Card Transactions and charges are conclusively true and correct and binding on the Cardholder for all purposes.

7. Payment

Payment by due date

7.1 Without prejudice to our overriding right to demand immediate repayment from you pursuant to Clause 11.6, the Cardholder agrees to pay the full amount of the New Balance or at least the Minimum Payment as shown on the Statement on or before the Payment Due Date, among all his other liabilities under this Agreement. The Cardholder's liability to us remains even if, for any reason, the Cardholder does not receive the Statement.

Retail purchase

7.2 No interest (other than interest charged pursuant to Clause 7.3) shall be charged on retail purchase transactions if we receive the full amount of the New Balance on or before the Payment Due Date in respect of a Statement. Otherwise, interest will be charged on a daily basis on the unpaid balance outstanding on each day from the date of that Statement related to or connected with retail purchase transactions at the rate specified in the Schedule until repayment in full.

Cash advance and balance transfer

7.3 Interest for balance transfers and cash advances is charged and calculated from the transaction date on a daily basis at the respective rates specified in the Schedule until repayment in full. We also charge a handling fee and an administration fee for cash advance as specified in the Schedule on each cash advance.

Minimum Payment

7.4 Notwithstanding Clauses 7.2 and 7.3, in respect of a Statement, if the Cardholder fails to pay the Minimum Payment on or before the Payment Due Date, the Card Account will be regarded as in a delinquent status and we shall increase the applicable interest rates to delinquent rates of up to 36% p.a. each or such other rates as we specify from time to time, starting from the date of the next second Statement following that Statement. After all outstanding Minimum Payment has been paid, we will revert the interest rates to normal rates starting from the date of the next Statement following such payment.

7.5 If the New Balance is less than the minimum charge (as determined by us from time to time), the Minimum Payment due is the amount of the New Balance. For the avoidance of doubt, the Minimum Payment shall be determined by us in accordance with our usual practice and specified by us from time to time.

Late payment fee

7.6 If we do not receive the Minimum Payment on or before the Payment Due Date, we also charge the Cardholder a late payment fee as specified in the Schedule.

Annual membership fee

7.7 We charge an annual membership fee to the Card Account when we issue a Card and on every anniversary of the issue date. The Cardholder agrees to pay the annual membership fee. If the Cardholder early terminates or cancels the Card, we do not refund any annual membership fee. If we early terminate the Card (other than by reasons set out in Clause 11.2), we may refund the annual membership fee on a pro-rata basis.

Costs and expenses

7.8 The Cardholder agrees to pay all charges, costs and expenses (including without limitation all legal costs and the costs of engaging debt collection agent(s)) that we reasonably incur (whether before and/or after judgment and/or legal proceedings) for the enforcement of any provision of this Agreement and/or recovery of any default payments.

Service fees

7.9 The Cardholder agrees to pay us the following fees as specified in the Schedule:

(a) over-the-limit fee if the New Balance exceeds the pre-approved Credit Limit and/or Combined Credit Limit.

Handling fee

7.10 We charge a handling fee for issuing a replacement card as set out in the Schedule.

Other fees and charges

7.11 The Cardholder agrees to pay any other fees and charges as notified by us at any time and from time to time by giving prior notice in accordance with Clause 12.1.

Request for sales draft and other document

7.12 If the Cardholder asks us to provide copy of sales draft, balance transfer or cash disbursement voucher or card Statement, the Cardholder agrees to pay a handling charge as specified in the Schedule for the supply of each copy of such documents.

Withhold payment

7.13 If the Cardholder reports any error in the Statement before the Payment Due Date shown on that Statement, the Cardholder may withhold payment of the disputed amount until we complete our investigation, however without affecting our rights under Clause 10. The Cardholder must pay the disputed amount if the Cardholder's report is proved to be unfounded. We reserve our right to re-impose the interests or other charges on the disputed amount over the whole period (including the investigation period) if the Cardholder's report is proved to be unfounded after our investigation. Our decision on the investigation is conclusive and binding on the Cardholder.

Payment in full

7.14 The Cardholder discharges his payment obligation only when we have actually received the relevant funds in full without any set off, claim, condition, restriction or withholding whatsoever.

7.15 Unless we expressly agree otherwise, all payments to us must be made in Hong Kong dollars. If we accept payment in other currency, only the net amount (after conversion in accordance with our usual practices) actually received by us (less all applicable fees and charges) will be credited to the Card Account.

Transaction in other currency

7.16 If a Card Transaction is effected in a currency other than Hong Kong dollars, the transaction amount will be converted into Hong Kong dollars at a wholesale market rate selected by a Card Association before posting to the Card Account.

Rate for currency conversion by a Card Association

7.17 A Card Association may select a wholesale market rate within a range of wholesale market rates or the government-mandated rate for currency conversion. Such exchange rate as determined by such Card Association on the date of conversion, which may differ from the rate as at the transaction date due to market fluctuation, is in any event conclusive and binding on the Cardholder.

Fees relating to foreign currency transaction

7.18 We may waive the service fee for currency conversion in respect of any UnionPay Card Transaction. However, we are entitled to charge such service fee by giving prior written notice.

7.19 We charge a service fee at the rate of 1.95% on the relevant converted transaction amount for any other Card Association's Card Transaction made in a currency other than Hong Kong dollars (whether made in or outside Hong Kong). We may revise such service fee from time to time.

Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars

7.20 Cardholder may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas or via foreign website. Such option is a direct arrangement offered by the overseas merchants and not us. In such cases, Cardholder is 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.

7.21 We may waive the service fee for settling foreign currency transactions in Hong Kong dollars in respect of any UnionPay Card Transaction. However, we are entitled to charge such service fee by giving prior written notice.

7.22 We charge a service fee at the rate of 1% on the relevant converted transaction amount for any other Card Association's Card Transaction (whether made overseas or via foreign website). We may revise such service fee from time to time.

The way we apply payments

7.23 We may apply the payment we receive under this Agreement in the following order (or such other order as we determine from time to time at our discretion) in or towards payment of:

(a) first, the Minimum Payment specified in the last Statement;
(b) secondly, all principal amount of cash advances;
(c) thirdly, all principal amount of retail purchase transactions; and
(d) fourthly, all other amounts that the Cardholder owes to us under this Agreement.

When Cardholder is away from Hong Kong

7.24 If the Cardholder is to be away from Hong Kong for over one (1) month, the Cardholder may give us instruction regarding payment for the Card Account with us. Such instruction must be clear and specific, and must be delivered to us prior to the Cardholder's departure failing which interests may be incurred on the outstanding balance.

Refund to the Card Account

7.25 We will not pay interest for any credit balance on the Card Account. The Principal Cardholder may request us to refund any credit balance on the Card Account and we charge a handling fee for such request.

7.26 We may also refund all or part of any credit balance on the Card Account at any time and from time to time at our absolute discretion, without request, consent, and without notice. We may do so by transferring such credit balance to another account maintained with us and held under the name of the Principal Cardholder or by such other means as we think fit. Handling fee will not be charged for doing so.

8. Right of Set-off and Lien

Right of lien

8.1 We are entitled to a lien over and hold as security all the Cardholder's property which may now or hereafter be in our possession or control (whether for safekeeping, custody or otherwise and whether in our ordinary course of business). We shall have the power to sell such property as security and constituting our lien, to satisfy any obligations or indebtedness the Cardholder owes us.

Right of set-off

8.2 In addition and without prejudice to Clause 8.1, we are entitled, to the fullest extent permitted by law and without notice to any person, to set-off our obligations and liabilities to the Cardholder (including but not limited to (a) any credit balance on any account, including but not limited to any card, current, savings, time deposit, investment, mortgage, hire purchase, leasing account or other account of any other nature, (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Cardholder or of any other person with us or any other company related to or associated with us to which the Cardholder may be beneficially entitled; (b) any other sum due or owing by us to the Cardholder in whatever currency(ies); and (c) any credit balance on any account opened by us in our name on the Cardholder's behalf with any other financial institutions in Hong Kong or elsewhere) against the Cardholder's obligations and liabilities to us whether actual, future or contingent, even if the Cardholder is not in default. We can apply such amount of set-off in such manner and order in respect of the Cardholder's obligations and liabilities to us as we at our absolute discretion decide.

8.3 For the purposes of this Clause 8, an account shall be regarded as having a credit balance if under or pursuant to an Facility, even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the Facility, and the amount of such credit balance shall be equal to the amount which is still available under the Facility.

8.4 In so far as any of the Cardholder's obligations and liabilities are contingent or future, our liability to pay any credit balance on any of the Cardholder's accounts to the Cardholder shall be suspended to the extent necessary to cover such liabilities until the happening of the contingency or future event.

8.5 The Cardholder agrees and acknowledges that the Cardholder's obligations and liabilities to us against which we are entitled to set-off under this Clause 8 includes (a) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (b) any other unenforceable obligations and liabilities.

Separate right

8.6 Our rights of set-off and lien under this Clause 8 is in addition and without prejudice to other security or any general lien, right of set-off or similar right we may be entitled at law, in equity, or any other agreement between the Cardholder and us.

Joint account

8.7 In case of a joint account, we may exercise our right under this Clause 8 and apply any credit balance on such joint account to satisfy any indebtedness one or more of the holders of such joint account owe us.

Currency conversion

8.8 We are authorized to carry out any necessary currency conversion as we consider necessary to effect our rights under this Clause 8 and determine the rate of exchange applicable, and such rate of exchange is conclusive and binding on the Cardholder. The Cardholder is liable for the cost of such conversion and the cost of such conversion forms part of our right of set-off under this Clause 8.

Notification

8.9 We will as soon as practicable notify the Cardholder after we have exercised the right of set-off, lien or conversion.

9. Exclusion of Liability

9.1 If any other provision in this Agreement is inconsistent with this Clause 9, this Clause 9 prevails to the extent of any such inconsistency.

9.2 **Unless the loss and damage is reasonably foreseeable, direct and caused directly and solely by our negligence or wilful default or that of our employees acting in the course of employment, we are not liable for any loss or damage howsoever caused, including without limitation any loss or damage arising from:-**

(a) the refusal of any merchant to accept or honor the Card;
(b) our refusal to grant credit authorization for any retail purchase or other transaction notwithstanding the availability of credit under the Card Account;
(c) the quality and condition of the goods or services supplied to the Cardholder by using the Card;
(d) any disputes between the merchant and the Cardholder and any complaints or claims against the merchant by the Cardholder. The Cardholder must resolve any such disputes with the merchant or the Cardholder must complain or claim against the merchant without involving us. The Cardholder's disputes, complaints or claims against the merchant will not give the Cardholder any rights to set off or counter claim against us or relieve his obligation to us;
(e) the malfunction of any Terminal;
(f) the use of the Card and/or services by any other person whether or not authorized by the Cardholder, until we have received proper notice that the Card or Card Account Number or PIN has been lost or stolen as we require in Clause 10.1;
(g) our demand and procurement of the Cardholder's surrender of the Card prior to the expiry date (whether we or our authorized person make such demand or procurement);
(h) our reduction of the Credit Limit or Combined Credit Limit or termination of any Card or Card Account;
(i) any misstatement, misrepresentation, error or omission in any detail disclosed by us pursuant to Clause 13 of this Agreement;
(j) the inability to execute any of the Cardholder's instruction due to any mechanical failure, improper functioning, breakdown, interruption, suspension, delay or inadequacy of system, equipment or installation relating to the performance of our functioning under this Agreement;
(k) any failure in the Cardholder's ability to use the Card or any services under the Card directly or indirectly due to any industrial disputes or any factors outside our or our agent's or our sub-contractor's control; and/or
(l) the inability to execute any of the Cardholder's instruction due to the running of the day end cycle of our computer system.

9.3 If the applicable laws and regulations prohibit the exclusion or restriction of our liability, nothing in this Agreement has the effect to exclude or restrict our liability.

9.4 If any compulsorily applicable legislation requires that the Cardholder's responsibility for our costs and expenses does not cover those not reasonably incurred by us, the Cardholder's responsibility under this Agreement shall be construed to such effect.

10. Lost Card Liability

Cardholder's liability

10.1 Upon discovery of the loss, theft, unauthorized use, misuse and/or disclosure of the Card, Card Account Number, PIN or authentication factor, the Cardholder must immediately report such loss, theft, unauthorized use, misuse and/or disclosure to our card centre and to the police, and confirm with us the loss, theft, unauthorized

use, misuse and/or disclosure in writing thereafter. The Cardholder undertakes to give us and the police all the information that he has as to the circumstances of any loss, theft, unauthorized use, misuse and/or disclosure of the Card and to take all reasonable steps to assist us to recover the lost or stolen Card. For the avoidance of doubt, the Cardholder is deemed to have acted with gross negligence if he fails to (a) notify us of the loss, theft, unauthorized use, misuse and/or disclosure within reasonable time upon such discovery or (b) follow the measures that we recommend to safeguard the Card and the PIN.

10.2 The Cardholder is **fully** liable for all amounts that we debit to the Card Account whether due to the unauthorized use or misuse of a Card, Card Account Number, PIN or authentication factor or through a lost or stolen Card, **before** we receive notification of the loss, theft, unauthorized use, misuse and/or disclosure of a Card, Card Account Number, PIN or authentication factor. However, if (a) the Cardholder has not acted fraudulently or negligently in safeguarding the Card, Card Account Number, PIN or authentication factor and has acted honestly, in good faith and with due care and (b) has informed us as soon as reasonably practicable upon discovery that his Card, Card Account Number, PIN or authentication factor has been lost, stolen, used without authorization, misused by or disclosed to a third party or authentication factor or Card information has been compromised then the Cardholder's **maximum liability for unauthorized transactions (other than cash advances) is HK$500.**

Act on report of loss of a Card

10.3 We may at our sole and absolute discretion act on any oral notice or report of loss, theft, unauthorized use, misuse and/or disclosure of a Card, Card Account Number, PIN or authentication factor purportedly given by or on behalf of the Cardholder. **Any such action taken by us shall not make us liable to the Cardholder or shall not discharge the Cardholder's liabilities under this Agreement.**

11. Breach and Termination

Termination by us

11.1 We may, without any cause, at any time at our absolute discretion and without giving any reason or prior notice to the Cardholder, :-

(a) cancel, suspend, reduce, revise or terminate any or all Facilities;
(b) terminate this Agreement;
(c) cancel, suspend or freeze the Card Account;
(d) suspend or terminate the use of all or any of the Cards;
(e) demand or procure the surrender by the Cardholder all or any of the Cards; and/or
(f) withdraw or revoke all or any of the Cards issued.

The Cardholder agrees that all provisions contained in this Agreement shall continue in full force and effect even after the termination of the use of the Card.

11.2 Without prejudice to Clause 11.1, we may also exercise any of our rights under Clause 11.1(a) to (f) without giving any prior notice to the Cardholder if:

(a) the Cardholder breaches any terms and conditions of this Agreement,
(b) the Cardholder fails to pay any amounts due under the Card Account,
(c) the Cardholder fails to pay any debt when due,
(d) the Cardholder suffers to have a petition for bankruptcy filed against him,
(e) the Cardholder passes away, or
(f) the whereabouts of the Cardholder becomes unknown to us due to any cause attribute to the Cardholder.

Termination by Cardholder

11.3 The Principal Cardholder may at any time notify us in writing to cancel the Card Account or to terminate the use of any or all Cards under the Card Account. The Supplementary Cardholder may at any time notify us in writing to terminate the use of his Supplementary Card.

11.4 If the Cardholder cancels the Card Account or terminates the use of his Card, he shall cut the relevant Card(s) into halves and then surrender and return the pieces to us. Before we receive the surrendered Card(s), the Principal Cardholder is liable for all Card Transactions effected through the use of the relevant Card(s), while the Supplementary Cardholder is only liable for his/her own Card Transactions.

What happen if terminated

11.5 Upon our exercising of our rights under Clauses 11.1 or 11.2 or the Cardholder's cancellation or termination the Cards under Clause 11.3, without prejudice to any other rights we may have under this Agreement, then (a) all rights and privileges of the Cardholder shall immediately and automatically be terminated; (b) all amounts outstanding under the Cards (whether or not posted to the Card Account) shall **immediately be due and payable** without demand or notice; and (c) the Cardholder shall be liable for any loss suffered by us directly or indirectly resulting from or in connection with our exercising of our rights under Clauses 11.1 or 11.2 and/or the Cardholder's cancellation or termination of the Card under Clause 11.3.

Repayment on demand

11.6 Notwithstanding anything in this Agreement to the contrary, we shall have an **overriding right** at any time to **demand** immediate repayment from the Cardholder and the Cardholder must immediately upon our demand pay us all amounts outstanding on the Card Account (whether or not already reflected in the New Balance of a Statement and whether or not due and payable at the date of such demand) and all charges, costs and expenses then incurred but we have not yet charged to the Card Account. Interest will immediately accrue (if not already accruing) on all sums outstanding, including without limitation all amounts, charges, costs and expenses, on a daily basis from the date of demand or from the date of posting, as the case may be, to and inclusive the date of repayment at the prevailing rate.

When Cardholder's right to use the Card be ceased

11.7 The Cardholder's right to use the Card ceases immediately when this Agreement is terminated under this Clause 11 or the Cardholder reports the loss or theft of the Card to us. Continued use of a terminated card is strictly prohibited and may be unlawful.

12. Amendment and Assignment

Amendment

12.1 We reserve our rights at any time (a) by giving sixty (60) days' prior notice to the Cardholder to prescribe new items of, change, increase and/or revise interest, fees and charges payable by the Cardholder from time to time and at any time (including without limitation those contained in the Schedule) in respect of the use of the Card and/or the related services, and/or significantly revise the terms and conditions of this Agreement; and (b) by giving reasonable notice to the Cardholder to make any other revision, variation, amendment, alteration, addition and/or deletion to the terms and conditions of this Agreement.

12.2 Any revision, variation, amendment, alteration, addition and/or deletion of the terms and conditions of this Agreement and any prescription, change, increase and/or revision of interest, fees and charges as mentioned in Clause 12.1 (collectively **"the change"**) are effective after the notice period when we display, advertise or post it on our website on the internet or when we bring to the Cardholder's attention by such means we think fit. The Cardholder shall be deemed to have conclusively accepted the change if he continues to retain and use the Card Account after the effective date of the change. If the Cardholder does not accept the change, he must terminate the use of the Card by giving written notice and returning the Card cut into halves to us before the effective date of the change and repay immediately all amounts outstanding on the Card Account.

Assignment

12.3 The Cardholder cannot assign or transfer the whole or any part of his rights and/or obligations under this Agreement. We may assign, sub-participate or transfer any or all of our rights and obligations under this Agreement.

13. Information

Information Cardholder gives us

13.1 The Cardholder understands that the issuance of the Card is based on the accuracy of information that he provides to us, and therefore he may be criminally liable if he provides us with inaccurate and untrue information.

13.2 The Cardholder confirms and undertakes that all information, particularly information on his financial liabilities, provided by him is true and correct.

13.3 Each Cardholder must notify us in writing immediately if there is any change in his employment, residential address, business address, country of residence, e-mail address or contact phone numbers.

13.4 Each Cardholder must also inform us as soon as possible if he has any difficulty in repaying any outstanding balance to us. The Cardholder confirms and undertakes that he has not filed and has no intention to file a petition for bankruptcy in the near future and that he is not aware of any petition for bankruptcy being filed against him.

Information we disclose

13.5 The Cardholder acknowledges and agrees that the provisions of **"Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance"** ("the Notice") form part of the terms and conditions of this Agreement. The Cardholder understands the contents of the Notice. The Cardholder acknowledges and agrees that we may use all personal data relating to him (the **"Data"**) for such purposes and disclose to such persons (whether in or outside Hong Kong) in accordance with (a) the Notice, (b) our policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by us to the Cardholder from time to time, or (c) the prescribed consent given by the Cardholder from time to time.

13.6 Without prejudice to the Notice, the Cardholder also agrees that we may transfer the Data outside the Hong Kong, use the Data and other personal data and information relating to the Cardholder for conducting matching procedures (as defined in the Personal Data (Privacy) Ordinance), for our internal credit risk management, for better group-wide account serving, for outsourcing of our operation of the services under this Agreement, for providing banker's or credit references in respect of the Cardholder (if any) and/or for any purposes relating to the above. The Cardholder agrees that we may from time to time obtain the Cardholder's information from any third party(ies), including without limitation any credit review report(s) from credit reference agency(ies) (if any).

13.7 The Cardholder understands that we may not be able to provide service to him if he fails to provide any information requested by us.

13.8 Any termination of the Card Account by the Cardholder or by us shall not affect or terminate the Cardholder's authorization given under this Agreement to disclose the Data in our possession at the time of termination.

14. Debt Collection

14.1 We are entitled to employ outside debt collection agency and/or institution and/or lawyers to collect any unpaid sum the Cardholder owes us or to enforce any of our rights against the Cardholder. The Cardholder consents to our disclosure of all such information and personal data relating to him to such debt collection agency and/or institution and/or lawyers as necessary for this purpose.

Cardholder's liability for our cost of enforcement

14.2 The Cardholder is liable to pay and reimburse us **on demand** for all costs and expenses reasonably incurred by us, directly or indirectly, (a) in demanding, collecting or attempting to collect, or suing to recover any sum owing to us under this Agreement, (b) in seeking any remedy for any breach of this Agreement, and/or (c) otherwise in enforcing or attempting to enforce this Agreement, including without limitation the costs and expenses of debt collection agency and/or institution and all legal fees and disbursements.

15. Communication

When a communication is effective

15.1 We may send all notice, Statement or correspondence to the Cardholder by ordinary post to the usual or last known address of the Cardholder. Our notice or communication to the Cardholder by post shall be deemed to have been received by the Cardholder two (2) days after posting. We may also transmit any notice or correspondence (including without limitation notices of payment to Card Accounts) to the Cardholder's mobile phone number or e-mail address last notified to us and such communication shall be deemed to have been received by the Cardholder immediately upon transmission unless the same is returned undelivered. Items sent to the Cardholder are sent at the Cardholder's risk. Any notice or correspondence from the Cardholder to us shall be deemed to have been received by us only when we have actually received the notice or correspondence from the Cardholder.

Communication by telephone or fax

15.2 The Cardholder authorizes us to act according to and rely on any instruction, notice or correspondence given or claimed to be given by telephone or fax.

15.3 We may (but are not obliged to) act on any instruction, notice or correspondence if we reasonably believe it to be true and to have been given by any Cardholder or his representative. In any event, we need not make any inquiry as to the identity or authority of the person giving or purporting to give the same or as to the authenticity of the same given by telephone or fax and we need not ask for further confirmation in any form.

15.4 **The Cardholder undertakes to indemnify us against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including without limitation all legal and debt collection costs and expenses) on a full indemnity basis reasonably incurred by us arising out of anything that we did or omitted to do pursuant to any telephone or fax notice we received as aforesaid, save and except such incurred directly and solely by our negligence or wilful default.**

Recording of telephone conversation

15.5 The Cardholder agrees that we may at our discretion record any notice or instruction given by telephone in writing and/or by tape recording and/or any other means that we determine. Our record of any such notice or instruction is conclusive and binding on the Cardholder in whose name the notice or instruction was given. The Cardholder also agrees that we may record conversation between our staff member and the Cardholder in the ordinary course of continuation of the business relationship between the Cardholder and us.

16. Indemnity

16.1 **The Cardholder undertakes to indemnify us against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including without limitation all legal and debt collection costs and expenses) on a full indemnity basis reasonably incurred by us arising out of (a) any breach by the Cardholder of any terms and conditions of this Agreement or (b) the exercise or preservation of our powers and rights under this Agreement or (c) the provision of any service by us under this Agreement or (d) any transactions effected through the use of the Card, save and except such incurred directly and solely by our negligence or wilful default.**

17. Sanctions

17.1 In this Clause 17:

"Affiliates" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.

"Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Hong Kong, Singapore, the United States of America, or any other jurisdiction.

"Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes or ordinances in Hong Kong, Singapore and each jurisdiction in which the Cardholder and any member of the Cardholder's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency.

"controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person.

"Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, and include an ultimate holding company.

"majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

"Restricted Person" means, at any time:
(a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; or
(b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
(c) any person controlled or majority owned by a person described in (a) or (b) above.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine.

"Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

(a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
(b) the United Nations Security Council;
(c) the European Union and any European Union member state;
(d) the United Kingdom;
(e) the Monetary Authority of Singapore;
(f) the Hong Kong Monetary Authority; or
(g) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Cardholder and/or us (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) any of the Card Transactions),

(each, a **"Sanctions Authority"**).

17.2 The Cardholder hereby further warrants, represents and undertakes to us the following terms:
(a) Neither the Cardholder nor any of the Cardholder's Affiliates is a Restricted Person.
(b) None of the proceeds of any loan shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance

any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country.
(c) No proceeds of any loan shall be used to finance the purchase or transfer of any military goods or equipment.
(d) The Cardholder has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 17.2.
(e) The Cardholder and his/her Affiliates are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions.
(f) The Cardholder shall not, whether directly or indirectly, repay any loan with funds or assets that:
(i) constitute property of, or will be beneficially owned by, any Restricted Person; or
(ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party of this Agreement.
(g) The Cardholder will promptly deliver to us and permit us to obtain the details of any claims, action, suit, proceedings or investigation against him/her or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
(h) The Cardholder shall not (and shall ensure that each of his/her Affiliates will not) violate any Sanctions, and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in his/her violation of any Sanctions.
(i) The Cardholder shall not (and shall ensure that none of his/her Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Card or Card Account or Card Account Number or the related products and services provided under this Agreement:
(i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws:
(ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or
(iii) in any other manner which could result in the Cardholder or us being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
(j) The Cardholder shall (and shall ensure that each of his/her Affiliates will) conduct his/her businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti-Money Laundering Laws.

17.3 All the representations, warranties and undertakings set out in Clause 17.2 are deemed to be made by the Cardholder by reference to the facts then existing during the Cardholder's use of the Card.

18. General

Governing law

18.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong.

Jurisdiction

18.2 The Cardholder submits to the non-exclusive jurisdiction of the Courts of Hong Kong.

18.3 We may enforce this Agreement in Macau and/or Hong Kong and/or other place where the Cardholder or his assets may be found.

How we may exercise our right

18.4 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. Any single or partial exercise or waiver of any right or remedy shall not preclude our further exercise or the exercise of any other right or remedy.

Severability

18.5 If any provision in this Agreement is held to be illegal or unenforceable, the validity, legality and enforceability of the other provisions remain unaffected or unimpaired.

Third Party Rights

18.5A Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

Others

18.6 In this Agreement, word importing one gender includes the other and word in singular includes plural number and vice versa. All headings are for convenience only and do not affect the interpretation of this Agreement.

18.7 All the terms and conditions contained in the application form in respect of the application for the Card form part of this Agreement and are binding on the Cardholder. If there is any inconsistency or conflict between the terms and conditions under this Agreement and the terms and conditions in the relevant application form, the terms and conditions of this Agreement prevail.

18.8 In the event of a conflict or discrepancy between the English and Chinese versions of this Agreement, the English version prevails.

APPENDIX : FOREIGN LAW REQUIREMENT

1. Interpretation

1.1 Definitions in this Agreement

Terms defined in Clause 1 of this Agreement have the same meaning under this Appendix, unless otherwise defined. Any reference to the "Bank" in this Appendix shall have the same meaning as the term "we" as defined in Clause 1 of this Agreement. Any reference to the "Customer" in this Appendix shall have the same meaning as the term "Cardholder" as defined in Clause 1 of this Agreement.

1.2 Definitions

In this Appendix:

- **"account"** includes without limitation "Card Account" as defined in Clause 1 of this Agreement.
- **"FATCA"** means:
(i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
(ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including as entered into by the government of Hong Kong;
(iii) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
(iv) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.
- **"Foreign Law Requirement"** means any obligation imposed on the Bank and/or any Bank Group Company pursuant to any future or present:
(i) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/themselves bound and including laws and regulations of the PRC);
(ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
(iii) under agreements entered into between the Bank and/ or the relevant Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
(iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii).
For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.
- **"Government Authority"** means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS.
- **"Hong Kong"** means the Hong Kong Special Administrative Region of the PRC.
- **"IRS"** means the U.S. Internal Revenue Services.
- **"PRC"** means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).
- **"U.S."** means the United States of America.

2. Undertaking to Provide Information

2.1 The Customer undertakes and agrees to:
(a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its or a Bank Group Company's obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Customer and any person referred to in Clause 5.1 of this Appendix; and
(b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
(c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.

2.2 The Customer agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Customer for the purpose of the Bank's or a Bank Group Company's compliance with any Foreign Law Requirement.

3. Disclosure of Information

3.1 Disclosure for the purpose of any Foreign Law Requirement

The Customer agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Customer and/or any person referred to in Clause 5.1 of this Appendix may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Hong Kong law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.

3.2 Acknowledgment of extent of disclosure

The Customer understands, acknowledges and agrees that where the Bank is required to disclose information about the Customer and/or the Customer's relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number of the Customer's account(s), the amount of interest or dividends paid or credited to the Customer's account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Customer's account(s), the account balance or value, the name, address, country of residence and social security number or employer identification number or taxpayer identification number of the Customer and/or any person referred to in Clause 5.1 of this Appendix, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.

3.3 Offshore disclosure

The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

4. Consent to Deduct, Withhold and Block

(a) The Customer acknowledges and agrees that notwithstanding any other provision of this Agreement:
   (i) any payments by the Bank under this Agreement, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
   (ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
   (iii) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank's exercising of its rights under this Clause 4.

(b) The Customer acknowledges and agrees that any transaction, payment or instruction or service under this Agreement may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.

(c) The Customer further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Customer's account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Customer from effecting any transactions through or under any of the Customer's account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Customer's account(s); (iv) transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC; and/or (v) suspend or terminate the Customer's use of all or any of the Card(s) and/or related services.

5. Third Parties

5.1 Documents and information

The Customer undertakes to provide the Bank with all documents and information pertaining to:

(a) the ultimate beneficial owner of any account;
(b) the person ultimately responsible for giving any instruction or for entering into any transaction;
(c) any person on whose behalf the Customer acts in receiving payment; and/or
(d) any other person identified by the Bank in its sole and absolute discretion as being in connection with the Customer,

as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.

5.2 Change of details

The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 5.1 of this Appendix.

6. Representation and Warranty

The Customer represents, warrants and confirms that any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's, or a Bank Group Company's compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Customer maintains a banking relationship with the Bank.

7. Indemnity

7.1 FATCA indemnity

Without limitation to any other indemnity provided by the Customer to the Bank under any other provisions of this Agreement or any other arrangement or agreement, the Customer agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Appendix or the Bank's use of or reliance on any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's compliance with any Foreign Law Requirement. The Customer further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 7.1. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

8. Rights of Bank Cumulative

8.1 No limitation on existing rights

Nothing in this Appendix limits the effect of any term or requirement of this Agreement or any other arrangement or agreement of the Customer with the Bank (including without limitation **"OCBC Bank (Hong Kong) Limited Terms & Conditions for all Accounts and Related Services" / "Business Account Terms and Conditions"** together with the amendments and supplements applicable from time to time), and the rights of the Bank under this Appendix are in addition and without prejudice to any of its rights under this Agreement or any other arrangement or agreement of the Customer with the Bank (including without limitation **"OCBC Bank (Hong Kong) Limited Terms & Conditions for all Accounts and Related Services" / "Business Account Terms and Conditions"** together with the amendments and supplements applicable from time to time).

8.2 Failure to comply

Without limiting the generality of Clauses 4(b) and 4(c) of this Appendix, the Customer acknowledges and agrees that if the Customer fails to comply with any requirement of this Appendix, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or terminate the Customer's use of all or any of the Card(s) and/or related services; suspend or close the Customer's account(s); and/or transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

9. Conflict Between Terms

In case of any conflict or inconsistency between the English and the Chinese versions of this Appendix, the English version shall prevail.

(effective date from 1 August 2026)