

# MANHATTAN Platinum Mastercard / Titanium Mastercard / Gold Mastercard / Gold Co-branded Mastercard / Mastercard / Co-branded Mastercard / Cardmember Agreement會員合約

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

內頁各項規章適用於渣打銀行（香港）有限公司之信用卡，並管制其使用條款。

(f) 透過自動櫃員機或現金存款機存入信用卡帳戶的現金，需經本公司核查始可作實，且存款可能不會在當日內貸記入信用卡帳戶內。  
(g) 透過自動櫃員機存入信用卡帳戶的支票或其他票據，由本公司負責代收，待本公司按價收妥有關的款項後，方可供使用。  
(h) 由服務系統或終端機所發出的資料只供參考之用。對該等資料是否充分或準確，本公司無須負責，並保留不時更新及更改該等資料的權利。  
(i) 對於本公司向信用卡會員發送或補發的信用卡，在不影響信用卡會員對信用卡的任何其他有效啟動方式之下，公司有權（但並無責任）將本公司收到的任何交易指示（包括但不限於信用卡會員以前透過就舊信用卡作出的直接付款授權所發出的交易指示），視為由信用卡會員對信用卡作出充分的啟動確認，無須要求任何形式的進一步確認，猶如該啟動指示是由信用卡會員給予公司的指示一般。

## 7A. 服務之保證及聲明

就Platinum萬事達卡 / Titanium萬事達卡而言：

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

## 7. 責任豁免或限制

(a) 下列任何一項均與本公司無關，對於其直接或間接引起的損失或損害，本公司概不對任何信用卡會員負責，但因本公司疏忽或故意違約而直接引致者除外：  
(i) 以信用卡付款的貨品或服務有任何瑕疪或損壞，或信用卡會員向該貨品或服務的供應商提出索償或投訴，或信用卡會員與供應商之間的任何其他爭執；為免產生疑問起見，信用卡會員仍須全數負責有關貨品或服務所產生的收費；  
(ii) 任何人士或終端機拒絕承認或接受使用信用卡；

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

重要提示：閣下在開始使用閣下的MANHATTAN Platinum萬事達卡 / Titanium萬事達金卡 / 聯營萬事達金卡 / 萬事達卡 / 聯營萬事達卡前，請仔細閱讀下列信用卡會員合約的條款及條件，並確保閣下完全明白。閣下一經使用信用卡，即視作已接受此等條款及條件，並將受其約束。

### 1. 定義

在本合約中，除非內文特別規定，否則，下列詞語具有如下涵義：  
(a) 「帳戶持有人」指本公司以其名義開立信用卡帳戶的人士。  
(b) 「本公司」指渣打銀行（香港）有限公司、其繼承人及承讓人。  
(c) 「銀行帳戶」就信用卡會員而言，指以信用卡會員名義在本公司或渣打集團公司開設的任何帳戶，而信用卡會員曾請求就該帳戶能發出交易指示。  
(d) 「渣打集團公司」指本身為本公司，渣打銀行（包括其所有分行）（以下稱「渣打」），渣打之母公司或任何附屬公司或聯繫公司的渣打銀行集團內任何其他公司，包括其繼承人及承讓人。  
(e) 「積分」指根據任何積分計劃的條款及條件給予信用卡會員的積分或獎賞。  
(f) 「積分購物」指以積分換購貨品及/或服務，如以積分換購部分貨品及/或服務，則指該部分的換購。  
(g) 「積分計劃」指不時由本公司設立的任何計劃，據此(i)在信用卡會員使用其信用卡購買貨品及/或服務時即獲積分；及(ii)所獲積分可在其後用於本公司不時指定的銷售點換購貨品及/或服務。  
(h) 「信用卡」指，如適用，由本公司發給信用卡會員的MANHATTAN Platinum萬事達卡 / Titanium萬事達卡、萬事達卡及聯營萬事達卡，包括主卡及任何附屬卡。  
(i) 「信用卡帳戶」指帳戶持有人就本合約在本公司開立的帳戶。  
除非內文另有規定，否則，在本合約內凡：  
(i) 表明一種性別的字眼包括其他所有性別；及  
(ii) 表明單數的字眼亦包括複數，反之亦然。  
本合約的標題僅為方便閱讀而設，在註釋本合約時須予忽略。  
(k) 「收費」、「自動收費」及「被動收費」具有下文第5條對該等詞語所說明的涵義。

(l) 「電子理財私人密碼」指本公司給予信用卡會員的信用卡電話個人鑑別密碼（信用卡會員可按照本公司規定的方式不時更改），使信用卡會員能使用服務系統提出服務要求或發出交易指示。  
(m) 「人士」包括任何個人、法團、商號、公司、合夥商行、社團或其他組織。  
(n) 「私人密碼」指由本公司給予帳戶持有人的個人鑑別密碼（帳戶持有人可按照本公司規定的方式不時更改，或本公司可按照第3條(c)款不時更改），使帳戶持有人能使用終端機發出交易指示。  
(o) 「服務」是指，就Platinum萬事達卡 / Titanium萬事達卡而言，Mastercard International（以下簡稱「Mastercard」）安排/同意最終由服務供應者向會員提供的Platinum Mastercard Collection™及Concierge Services的服務及優惠。由Mastercard推廣/安排的該等服務將不時更改。  
(p) 「服務供應者」是指，就Platinum萬事達卡 / Titanium萬事達卡而言，與Mastercard協定負責為Platinum Mastercard Collection™及Concierge Services提供服務之個人、公司或商戶。  
(q) 「月結單」指由本公司發給帳戶持有人的月結單，單上列明截至該日期帳戶持有人及任何其他信用卡會員就信用卡帳戶須對本公司承擔的收費及其他財務責任，以及本公司認為合適的其他資料。  
(r) 「服務系統」指本公司的24小時自動電話查詢系統，即本公司當其時用作對信用卡會員在電話上提出的服務要求作出聲音回答的任何設備。  
(s) 「終端機」指任何自動櫃員機、撥號終端機、電子數據記錄終端機、智能卡終端機及其他銷售點終端機，透過這些終端機可發出交易指示。  
(t) 「交易指示」指使用信用卡或透過服務系統直接或間接（不論是否透過其他人士）給予本公司進行交易的任何指示。  
(u) 「香港」指中華人民共和國香港特別行政區。  
除非內文另有規定，否則，在本合約內凡：  
(i) 表明一種性別的字眼包括其他所有性別；及  
(ii) 表明單數的字眼亦包括複數，反之亦然。  
本合約的標題僅為方便閱讀而設，在註釋本合約時須予忽略。  
(v) 另有規定外，凡提述條款均指本合約的條款。

### 2. 本合約的適用性

本公司向任何人士提供有關信用卡或信用卡帳戶的服務均受本合約不時生效的條款與條件約束。每名信用卡會員如不同意該等條款與條件，則不應啟用信用卡或進行任何交易。每名信用卡會員首次使用本公司所發的信用卡，即視作已接納該信用卡及該等條款與條件。

### 3. 信用卡、私人密碼及電子理財私人密碼

(a) 信用卡會員在收到本公司發出的信用卡後須立刻在卡上簽署。  
(b) 每張信用卡均為本公司的財產。儘管信用卡上所刻失效日期尚未屆滿，如本公司於任何時候提出要求，信用卡會員仍須將信用卡歸還本公司。  
(c) 本公司在每次接獲帳戶持有人報告信用卡遺失或私人密碼被洩露時或在帳戶持有人提出書面請求時，均會向帳戶持有人發給新的私人密碼。  
(d) 信用卡會員在任何時候均須小心保管信用卡，並使信用卡在其控制下安全無虞。帳戶持有人在任何時候亦須對私人密碼及電子理財私人密碼加以妥善保管及保密。特別是：  
(i) 在發出交易指示時，任何在終端機或服務系統上顯示的或由終端機或服務系統發放的或輸入終端機或服務系統的機密資料（包括但不限於私人密碼或電子理財私人密碼），均不得向任何第三方洩露。若由於信用卡會員發出交易指示或在發出交易指示的過程中導致任何機密資料向任何第三方洩露（不論是否已授權或故意洩露），本公司概不負責。  
(ii) 無論在任何情況下，信用卡會員皆不得容許其他人使用其信用卡。  
(iii) 無論在任何情況下，帳戶持有人皆不得將其私人密碼或電子理財私人密碼向任何人士透露，或容許其他人使用其私人密碼/或電子理財私人密碼。  
(iv) 帳戶持有人應當鎖毀印有私人密碼的通知正本。  
(v) 無論在任何情況下，帳戶持有人不得將私人密碼或電子理財私人密碼寫在信用卡或任何通常與信用卡一起存放或存放在信用卡附近的物品之上。  
(vi) 若以任何方式寫下或記錄私人密碼及電子理財私人密碼時，必須加以掩飾，使人難以辨認。

### 4. 信用卡的使用

(a) 在本合約條文的規限下，信用卡可以：

(iii) 儲存於信用卡內的任何資料或數據（如積分）的遺失或失準，而有關的信用卡具有可儲存數據或資料的功能；  
(iv) 本公司運用其權利要求及促使信用卡會員於刻印在信用卡上的失效日期前退回信用卡，不論該要求和退回是由本公司、其他人士或終端機發出及/或促使的；  
(c) 每名信用卡會員在申請信用卡帳戶或信用卡時提供的資料如何更改，應立即通知本公司。

### 10. 付款

(a) 僅管本合約另有規定，信用卡帳戶名下若有多於一名信用卡會員：  
(i) 分期付款款項：其次為  
(ii) 適用正常利率的透支現金及未付交易：倘適用利率不止一種，則首先支付最高利率計息的款項，餘下款項按適用利率由高到低支付；其次為  
(iii) 其他每名已成年的信用卡會員須對就其發出的交易指示應付的所有款額負責。  
若信用卡會員屬未成年人，帳戶持有人須確保該信用卡會員根據本合約應承擔的所有其他責任均予遵守。  
(b) 在不影響本公司根據第13條(c)款於任何時候要求獲全數支付信用卡帳戶欠款收據的權利下，帳戶持有人須於月結單上列明的「到期繳款日」或之前，就信用卡帳戶向本公司繳付月結單上列明為「應付最低金額」的全部款額。若有多於一名信用卡會員，則在不影響上文(a)款的一般性原則下，每名信用卡會員須於月結單上列明的「到期繳款日」或之前，繳付月結單上列明的「應付最低金額」中屬於其所發出交易指示的該部分款額。帳戶持有人可向本公司全數繳清該月結單上列明為信用卡帳戶「月結單總結欠」的款額。  
(c) 除本公司依法或根據本公司與任何信用卡會員不時訂立的任何其他合約而享有的抵銷權之外，及在並非代替該等權利的情況下，本公司可在任何時候，無須事先另行通知而將任何信用卡會員在信用卡帳戶或任何銀行帳戶或本公司或渣打集團公司向該等信用卡會員受任何法律上的限制或身體殘障或無行為能力，該等款項仍須以繳付。  
(d) 本公司須在接獲由貨品或服務的供應商以本公司接納的形式發給的通知後，才會將該等貨品或服務的供應所產生的貨項記入信用卡帳戶內（而非報歸任何特定的信用卡會員）。

### 9. 遺失信用卡的責任

(a) 若信用卡遭失或被竊，或若私人密碼或電子理財私人密碼已洩露或懷疑已洩露任一人士，或信用卡會員在其他方面知悉或懷疑已發出未獲授權的交易指示，信用卡會員必須在合理可行的情況下盡快通知本公司。  
(b) 本公司根據第8條透露的任何資料有任何失實陳述或遺漏；或  
(vii) 信用卡會員的任何欺詐、假冒或嚴重疏忽，包括(但不論於)信用卡會員未能按第2條(d)款或第9條(a)款規定或未能遵照本公司就信用卡、私人密碼或/及電子理財私人密碼的安全及保密方面不時提供的任何其他建議的情況。  
(c) 若信用卡遭失或被竊，則只要信用卡會員(i)並無欺詐行為或嚴重疏忽，信用卡會員無須就下列情況下所產生的損失負責：-  
(i) 本公司執行的交易指示，是在帳戶持有人在收到信用卡之前以信用卡發出的或透過使用為卡而發出的；或  
(ii) 直接由於終端機發生故障所產生的損失，而該故障並不明顯，或並未在屏幕上顯示訊息或通知或以其他方式知會信用卡會員。  
在任何情況下，本公司對上述損失的責任限額不超信用卡帳戶內由此產生的收費及其利息。

(d) 透露資料  
(a) 信用卡會員同意，本公司不時蒐集有關信用卡會員之個人資料，可根據本公司不時備供客供索取之聲明、通函、條款及條件或通知所載有關使用及披露個人資料的政策，用於其中所述用途及向其中所述人士（不論在香港境內或境外）披露。該等資料亦可供核對程序（定義見「個人資料（私隱）條例」）之用，及向和信用卡會員已有或打算有交易的任何財務機構（以銀行信用查詢或其他方式）透露，使該財務機構能對信用卡會員進行信貸調查。  
(b) 除(a)款規定外，本公司還獲得授權：-  
(i) 向不時參與積分計劃的商戶披露與信用卡會員有關的資料，以便商戶能處理信用卡會員以積分進行換購的要求；

### 2. 本合約的適用性

本公司向任何人士提供有關信用卡或信用卡帳戶的服務均受本合約不時生效的條款與條件約束。每名信用卡會員如不同意該等條款與條件，則不應啟用信用卡或進行任何交易。每名信用卡會員首次使用本公司所發的信用卡，即視作已接納該信用卡及該等條款與條件。

### 3. 信用卡、私人密碼及電子理財私人密碼

(a) 信用卡會員在收到本公司發出的信用卡後須立刻在卡上簽署。  
(b) 每張信用卡均為本公司的財產。儘管信用卡上所刻失效日期尚未屆滿，如本公司於任何時候提出要求，信用卡會員仍須將信用卡歸還本公司。  
(c) 本公司在每次接獲帳戶持有人報告信用卡遺失或私人密碼被洩露時或在帳戶持有人提出書面請求時，均會向帳戶持有人發給新的私人密碼。  
(d) 信用卡會員在任何時候均須小心保管信用卡，並使信用卡在其控制下安全無虞。帳戶持有人在任何時候亦須對私人密碼及電子理財私人密碼加以妥善保管及保密。特別是：  
(i) 在本公司不時酌情決定及知會帳戶持有人的信貸額限（如有）內使用；及  
(ii) 在卡上所刻印的失效日期之前使用。

### 4. 付款

(a) 僅管本合約另有規定，信用卡帳戶名下若有多於一名信用卡會員：  
(i) 分期付款款項：其次為  
(ii) 適用正常利率的透支現金及未付交易：倘適用利率不止一種，則首先支付最高利率計息的款項，餘下款項按適用利率由高到低支付；其次為  
(iii) 其他每名已成年的信用卡會員須對就其發出的交易指示應付的所有款額負責。

### 11. 月結單

(a) 賬戶持有人在收到月結單時須小心核對月結單，如認為月結單所載的詳情不正確或月結單上任何信用卡的使用，而任何其他信用卡會員亦可書面通知本公司終止其信用卡的使用，並須一併交回本公司終止其信用卡的使用，並須一併交回所擬終止的信用卡，交回的卡須予剪半，使卡面的全息圖及磁帶對半剪斷才可行。  
信用卡根據本款條文終止時，若由於帳戶持有人未能回應信用卡或將之損毀，致使信用卡帳戶名下的任何信用卡被用作發出任何交易指示（不論是否經信用會員授權），所招致的損失概由帳戶持有人承擔，但因公司的過失或疏忽所引致的除外。

### 12. 修訂及轉讓

(a) 本合約可由本公司透過在月結單或根據第14條(b)款發出的通知，不時加以修改。  
(b) 在上文(a)款規限下，除非本公司在任何時候修訂生效前按第13條(b)(i)款所述方式收到信用卡帳戶的終止通知，連同信用卡帳戶名下的每張信用卡，否則該等修訂須視作有效及對每名信用卡會員具有約束力。  
(c) 根據本合約應付予本公司的款項，不得以抵銷、反索償或其他方式將本公司或任何其他人士施或據稱拖欠的款額從中扣除，且不論任何信用卡會員受任何法律上的限制或身體殘障或無行為能力，該等款項仍須以繳付。

### 13. 違約及終止

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

### 14. 通訊

(a) 並非為帳戶持有人的每名信用卡會員茲不可撤銷地委任帳戶持有人為信用卡會員的代理人，接受公司委派信用卡帳戶的下述文件：-  
(i) 月結單，包括月結單所構成的付款要求及本合約；  
(ii) 本公司根據本合約或透過執行合約而作出或發出的其他要求，資訊或通知；及  
(iii) 涉及本合約的訴訟中的法律文件。  
(b) 上述文件如用平郵寄到帳戶持有人常用或本公司最後得悉的地址。如寄到本港地址，則以投郵日期兩天後當作有效送達；如地址在香港以外，則以投郵日期七天後當作有效送達，若是法律文件，則限分別增至七日及廿一日或任何適用法律所載之時限。

### 15. 執行的開支

(a) 本公司可酌情僱用任何代理人或第三者服務供應商以收取根據本合約或在其他方面就信用卡帳戶須向本公司支付的任何數額。  
(b) 每名信用卡會員須在本公司要求時全數彌償本公司在要求償還、還款或試圖收取、或起訴以追討該信用卡帳戶根據本合約須向本公司支付的任何數額。

### 16. 法律及語言

(a) 本合約須受香港法律管轄並按香港法律解釋。  
(b) 無論在何時，若本合約的任何條款及條件在任何方面屬於或認為不合法、失效或不能執行，其他條款及條件的合法性、有效性和可執行性不受任何影響。  
(c) 本合約中的規定，並不排除或限制香港法律所禁止排除或限制的責任。

### 17. 其他

(a) 本公司隨時可隨時酌情決定在月結單上或根據第14條给予通知或更改被動收費。每名信用卡會員應參考月結單上所載至該月結單日期的資料。  
(b) 徒卻第11條(a)款所述的情況，如無任何明顯的錯誤，則本公司任何收費數額的記錄即為最終的紀錄，對每一名信用卡會員均具有約束力。如本公司已按自動收費付款，該項記錄即具決定性。  
(c) 所有以港幣以外的貨幣為單位的收費，在以本公司不時指定的匯率折算為港幣後將從信託卡帳戶扣除。  
(d) 關下在外地消費時，有時候可選擇以港元支付外幣簽賬。此選項屬於外商的直接安排，而非由信用卡發卡機構提供。下述關於簽賬前向該商戶查詢有關匯率及手續費的詳情，因為以港元支付外幣簽賬，所涉及的費用可能會較以外幣簽賬的費用為高。

### 2. 本合約的適用性

本公司向任何人士提供有關信用卡或信用卡帳戶的服務均受本合約不時生效的條款與條件約束。每名信用卡會員如不同意該等條款與條件，則不應啟用信用卡或進行任何交易。每名信用卡會員首次使用本公司所發的信用卡，即視作已接納該信用卡及該等條款與條件。

### 3. 信用卡、私人密碼及電子理財私人密碼

(a) 信用卡會員在收到本公司發出的信用卡後須立刻在卡上簽署。  
(b) 在下列情況下，信用卡會員使用信用卡的權利立刻終止：  
(i) 若其使用權根據第13條終止；或  
(ii) 若信用卡遺失或被竊。  
(c) 若信用卡會員遺失或損壞其信用卡，或要求本公司將其信用卡換成新的，本公司將收取現金並要求公司以支票/本票支付須付費用。  
(d) 外幣支票繳款費：如以外幣支票繳付任何收費，須另付手續費。  
(e) 購物單據檢索費。  
(f) 透支現金財務費：每次透支現金，均須繳付透支現金費用。  
(g) 現金提款費：如帳戶持有人從信用卡帳戶提取現金並要求公司以支票/本票支付須付費用。  
(h) 外幣支票繳款費：如以外幣支票繳付任何收費，須另付手續費。

### 4. 付款

(a) 僅管本合約另有規定，信用卡帳戶名下若有多於一名信用卡會員：  
(i) 分期付款款項：其次為  
(ii) 適用正常利率的透支現金及未付交易：倘適用利率不止一種，則首先支付最高利率計息的款項，餘下款項按適用利率由高到低支付；其次為  
(iii) 其他每名已成年的信用卡會員須對就其發出的交易指示應付的所有款額負責。

### 5. 收費

(a) 收費包括下列所有項項或任何一項：-  
(i) 自動收費如下：-  
(A) 以交易指示購買貨品及/或服務（包括積分

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

**IMPORTANT:** Before you start to use your MANHATTAN Platinum Mastercard / Gold Mastercard / Gold Co-branded Mastercard / Mastercard / Co-branded Mastercard, please read carefully the terms and conditions of the Cardmember Agreement printed below and make sure that you understand them thoroughly. By using your Card you will be deemed to have accepted these terms and conditions and will be bound by them.

### 1. Definitions

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

- (a) **"Account Holder"** means a Person in whose name the Company opens a Card Account.
- (b) **"The Company"** means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.
- (c) **"Bank Account"** means in relation to a Cardmember any account maintained in the name of the Cardmember with the Bank or a SCB Group Company and in respect of which the Cardmember has requested that he be able to give Transaction Instructions.
- (d) **"SCB Group Company"** means any other company of the Standard Chartered Group, Standard Chartered Bank (including all its branches) ("SCB"), being the parent or any subsidiary or associate company of SCB, and includes each such company's successors and assigns.
- (e) **"Bonus Point"** means a bonus or reward point awarded to a Cardmember under and subject to the terms and conditions of any Bonus Points Scheme.
- (f) **"Bonus Point Purchase"** means any purchase or that part of any purchase of goods and/or services the payment for which is effected by the redemption of Bonus Points.
- (g) **"Bonus Points Scheme"** means any scheme from time to time established by the Company whereby (i) Bonus Points may be awarded to a Cardmember upon the use of his Card to pay for goods and/or services; and (ii) Bonus Points so awarded may subsequently be redeemed or used for exchanging and/or making payment for such goods and/or services at such outlets as may from time to time be specified by the Company.
- (h) **"Card"** means, as appropriate, a MANHATTAN Platinum Mastercard, Titanium Mastercard, Gold Mastercard, Gold Co-branded Mastercard, Mastercard and Co-branded Mastercard issued by the Company to a Cardmember, and includes a principal Card and any supplementary Card.
- (i) **"Card Account"** means the account opened and maintained by the Company in the name of the Account Holder for the purpose of this Agreement.

### 7a. Warranties & Representations of Services

For MANHATTAN Platinum Mastercard / Titanium Mastercard:

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

### 7. Exclusion or Limitation of Liability

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

- (i) any defect in or damage to any goods or services paid for by use of a Card, or any claim or complaint by a Cardmember against the supplier of such goods or services, or any other dispute between a Cardmember and any such supplier; for the avoidance of doubt, the Cardmember shall remain fully liable for any Charges incurred in respect of the relevant goods or services;
- (ii) the refusal of any Person or Terminal to honour or accept a Card;
- (iii) the loss of or inaccuracy in any information or data (such as Bonus Points) stored in a Card containing a device capable of storing data or information;
- (iv) the exercise by the Company of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Company or by any other Person or by any Terminal;
- (v) termination by the Company of any Card or the Card Account pursuant to Clause 13;
- (vi) the repossession of the Card, any request for its return, or any statement made or act performed by any Person requesting its return, and in circumstances shall the same be or constitute any reflection on or injury to the creditworthiness, character or reputation of any Cardmember;
- (vii) any misstatement, misrepresentation or omission in any detail disclosed by the Company pursuant to Clause 8; or

(j) **"Cardmember"** means an individual (whether or not also an Account Holder) in whose name a Card is issued by the Company and who is deemed to have accepted the Card and this Agreement in accordance with Clause 2, and includes both a Principal Cardmember and any Supplementary Cardmember.

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

(l) **"Tele-electronic Identification Number" (TIN)** means the credit card telephone password assigned by the Company to a Cardmember (as from time to time varied by the Cardmember in the manner stipulated by the Company) to enable the Cardmember to use the System to request for services or give Transaction Instructions.

(m) **"Person"** includes any individual, corporation, firm, company, partnership, association or other organisation.

(n) **"PIN"** means the personal identification number provided by the Company to the Account Holder (as from time to time varied by the Account Holder in manner stipulated by the Company or varied by the Company in accordance with Clause 3(c)) to enable the Account Holder to gain access to certain Terminals to give Transaction Instructions.

(o) **"Services"** means, for Platinum Mastercard / Titanium Mastercard, those package of services and privileges which are arranged/agreed by Mastercard International ("Mastercard") to be ultimately supplied by Services Providers to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services. The Services so promoted/arranged by Platinum Club and Mastercard are subject to change from time to time.

(p) **"Services Providers"** means, for Platinum Mastercard / Titanium Mastercard, those individuals, companies or merchants who are arranged by and have agreed with Mastercard to supply Services to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services.

(q) **"Statement"** means a monthly statement of account sent by the Company to an Account Holder, setting out the Charges and other financial liabilities owed on that date by the Account holder and any other Cardmember to the Company in respect of the Card Account, and such other information as the Company considers appropriate.

(r) **"System"** means the Company's 24-hour Interactive Telephone System, being any device for the time being employed by the Company for the purpose of providing voice response to a Cardmember's request by telephone for services.

(s) **"Terminal"** means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal through which Transaction Instructions may be given.

(t) The Cardmember shall under no circumstances allow the Card to be used by any other Person.

(viii) any act of fraud, forgery or gross negligence of the Cardmember, including (without limitation) the Cardmember's failure to observe Clause 3(d) or 9(a) or follow any other recommendation of the Company from time to time regarding the safety and secrecy of the Card, the PIN and/or the TIN.

(b) **Subject to sub-clause (c), the Cardmember shall be liable for all losses arising from or in respect of any Transaction Instructions executed before the Company receives notification pursuant to sub-clause (a).**

(c) Provided the Cardmember has not acted fraudulently or with gross negligence, the Cardmember shall not be liable for losses incurred:-

- (i) where a Transaction Instruction effected by the Company was given by use of a Card before the Account Holder received the Card, or given through the use of a counterfeit card; or
- (ii) directly as a result of a fault in any Terminal which was not obvious or was not advised by a message or notice on display or otherwise drawn to the Cardmember's attention.

**The Company's liability for such losses shall in any event not exceed the amount of any Charges incurred on the Card Account as a result together with interest thereon.**

### 8. Data Privacy

(a) Each Cardmember agrees that all personal data relating to the Cardmember collected by the Company from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Company's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Company to its customers from time to time. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way of references or otherwise) to any financial institution with which the Cardmember has or proposes to have dealings to enable such financial institution to conduct credit checks on the Cardmember.

(b) In addition to sub-clause (a), the Company is authorised to disclose:-

- (i) to any merchant from time to time participating in any Bonus Points Scheme such data regarding the Cardmember as may enable the merchant to process the Cardmember's requests for the redemption or exchange of Bonus Points;
- (ii) to a principal Cardmember any data relating to the Card Account as such Principal Cardmember may from time to time request; and
- (iii) to any institution the Card Account number and such other information as may be necessary to facilitate the processing of any Transaction Instruction given through the use of the Card at any Terminal of such institution.

(c) Each Cardmember will promptly notify the Company of any change in the data provided by him when applying for a Card Account or a Card.

(d) **Lost Card Liability**

- (i) If a Card is lost or stolen, or if a PIN or TIN is disclosed or suspected to have been disclosed to any Person, or the Cardmember otherwise becomes aware or suspects that an unauthorised Transaction Instruction has been given, the Cardmember must, as soon as reasonably practicable afterwards, give notice of the same to the Company.
- (ii) Where a Cardmember is a minor, the Account Holder shall procure compliance with all other obligations expressed to be assumed by such Cardmember under this Agreement.

(t) **"Transaction Instruction"** means any instruction given directly or indirectly by the use of a Card or through the System (whether or not through another Person) to the Company to effect a transaction.

(u) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.

Unless the context requires otherwise:-

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

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

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

### 2. Applicability of this Agreement

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

### 3. The Card, PIN and TIN

- (a) Each Cardmember shall sign the Card immediately upon receipt from the Company.
- (b) Every Card is the property of the Company and must be surrendered to the Company upon demand at any time, notwithstanding that the expiry date embossed on the face of the Card may not have expired.
- (c) The Company will issue a new PIN to the Account Holder on each report of loss of the Card or disclosure of the PIN, or at the request in writing of the Account Holder.
- (d) Each Cardmember shall at all times take reasonable care of the Card and keep the Card safely under his personal control. The Account Holder shall also at all times keep the PIN and TIN secure and confidential. In particular:-
- (i) Transaction Instructions must be given in such a way that any confidential information (including without limitation a PIN or a TIN) which is displayed or dispersed by or input into a Terminal or the System is not disclosed to any third party.
- The Company shall not be liable in any way for any disclosure (whether or not authorised or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction Instruction.**
- (ii) The Cardmember shall under no circumstances allow the Card to be used by any other Person.

(b) **Subject to sub-clause (c), the Cardmember shall be liable for all losses arising from or in respect of any Transaction Instructions executed before the Company receives notification pursuant to sub-clause (a).**

(c) If a Card is lost or stolen, then provided that the Cardmember (i) has not acted fraudulently or with gross negligence, (ii) has not knowingly provided the Card to any Person (whether voluntarily or otherwise) and (iii) has informed the Company as soon as reasonably practicable after becoming aware that the Card has been lost or stolen, the Cardmember will only be liable for losses arising from Transaction Instructions effected in respect of the Card, or given through the use of a counterfeit card; or

(d) directly as a result of a fault in any Terminal which was not obvious or was not advised by a message or notice on display or otherwise drawn to the Cardmember's attention.

**The Company's liability for such losses shall in any event not exceed the amount of any Charges incurred on the Card Account as a result together with interest thereon.**

### 8. Data Privacy

(a) Each Cardmember agrees that all personal data relating to the Cardmember collected by the Company from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Company's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Company to its customers from time to time. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way of references or otherwise) to any financial institution with which the Cardmember has or proposes to have dealings to enable such financial institution to conduct credit checks on the Cardmember.

(b) In addition to sub-clause (a), the Company is authorised to disclose:-

- (i) to any merchant from time to time participating in any Bonus Points Scheme such data regarding the Cardmember as may enable the merchant to process the Cardmember's requests for the redemption or exchange of Bonus Points;
- (ii) to a principal Cardmember any data relating to the Card Account as such Principal Cardmember may from time to time request; and
- (iii) to any institution the Card Account number and such other information as may be necessary to facilitate the processing of any Transaction Instruction given through the use of the Card at any Terminal of such institution.

(c) Each Cardmember will promptly notify the Company of any change in the data provided by him when applying for a Card Account or a Card.

### 10. Payments

(a) Notwithstanding anything contained in this Agreement, where there is more than one Cardmember under the Card Account, (i) the Account Holder shall be liable for all sums payable by the Account Holder and any other Cardmember under this Agreement or otherwise due to the Company in respect of the Card Account; and

(ii) each other Cardmember who is not a minor shall be liable for all sums payable in respect of Transaction Instructions given by him.

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

### 9. Lost Card Liability

- (i) If a Card is lost or stolen, or if a PIN or TIN is disclosed or suspected to have been disclosed to any Person, or the Cardmember otherwise becomes aware or suspects that an unauthorised Transaction Instruction has been given, the Cardmember must, as soon as reasonably practicable afterwards, give notice of the same to the Company.
- (ii) Where a Cardmember is a minor, the Account Holder shall procure compliance with all other obligations expressed to be assumed by such Cardmember under this Agreement.

(iii) The Account Holder shall under no circumstances disclose his PIN or TIN to any Person, or allow the PIN and/or the TIN to be used by any other Person.

(iv) The Account Holder shall destroy the original printed copy of the PIN.

(v) The Account Holder shall in no circumstances write down the PIN or the TIN on the Card or on anything usually kept with or near the Card.

(vi) The PIN and the TIN shall always be disguised if written down or recorded in any form.

### 4. Use of the Card

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

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

(b) **A Cardmember's right to use the Card shall cease immediately:-**

- (i) in case of termination pursuant to Clause 13; or
- (ii) in case of loss or theft of the Card.

(c) If a Cardmember loses or damages his Card, or requires a renewal or replacement Card before expiry of the existing Card, the Company may at its discretion and on such terms and conditions as it may specify (including without limitation charging a handling fee on the Card Account) issue to the Cardmember the Card or Cards requested.

(d) Each Cardmember undertakes to act in good faith at all times in relation to all dealings with the Card and the Company.

(e) Each Cardmember shall at all times take reasonable care of the Card and keep the Card safely under his personal control. The Account Holder shall also at all times keep the PIN and TIN secure and confidential. In particular:-

- (i) Transaction Instructions must be given in such a way that any confidential information (including without limitation a PIN or a TIN) which is displayed or dispersed by or input into a Terminal or the System is not disclosed to any third party.
- The Company shall not be liable in any way for any disclosure (whether or not authorised or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction Instruction.**
- (ii) The Cardmember shall under no circumstances allow the Card to be used by any other Person.

(b) **Without prejudice to the Company's right under Clause 13(c) to demand payment in full at any time of outstanding Charges on the Card Account, the Account Holder is liable to pay the Company the full amount described as the "Minimum Payment" in respect of the Card Account, and (where there is more than one Cardmember, then without prejudice to the generality of sub-clause (a) above) each other Cardmember is liable to pay that part of the amount so described which is attributable to Transaction Instructions given by him, in each Statement on or before the "Payment Due Date" specified in the Statement. The Account Holder may pay the Company in full the amount described as "Statement Balance" on the Card Account in the Statement.**

(c) In addition to and not in substitution for the Company's right of set off at law or pursuant to any other agreement from time to time subsisting between the Company and any Cardmember, the Company may at any time and without prior notice, set off, transfer or apply, and the Cardmember authorises the Company and each SCB Group Company to transfer or release to the Company upon request, all or any funds standing to the credit of any Cardmember (whether such funds are held singly or jointly with any other Person, and whether or not matured or due and payable) in the Card Account or in any Bank Account or other account with the Company or any SCB Group Company in or towards the payment or discharge of any liability (whether present or future, actual or contingent) of such Cardmember to the Company, including without limitation all sums which such Cardmember is obliged to pay under this Agreement. The Company may in its discretion place any such funds to the credit of a suspense account pending final settlement of such amount.

(d) Payments to the Company shall be accepted upon and subject to the Company's terms and conditions for the time being in force, and shall be deemed not to have been made until such time as the relevant funds have been received for value by the Company.

(e) Following receipt by the Company of a report from a Cardmember pursuant to Clause 9(a) before the "Payment Due Date" specified in the current Statement recording the Charges arising from any Transaction Instruction alleged to have been unauthorised, the Cardmember may withhold payment of such Charges pending completion of the Company's investigation into the same. The Cardmember shall forthwith pay all Charges withheld as above in the event that, upon completion of such investigation, the report made by the Cardmember is proved to be unfounded, and the Company reserves the right to re-impose any late charge and finance charge on these Charges computed in accordance with Clause 5(a)(ii) over the entire period (including the investigation period) as if no withholding had occurred.

### 10. Payments

(a) Notwithstanding anything contained in this Agreement, where there is more than one Cardmember under the Card Account, (i) the Account Holder shall be liable for all sums payable by the Account Holder and any other Cardmember under this Agreement or otherwise due to the Company in respect of the Card Account; and

(ii) each other Cardmember who is not a minor shall be liable for all sums payable in respect of Transaction Instructions given by him.

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

### 9. Lost Card Liability

- (i) If a Card is lost or stolen, or if a PIN or TIN is disclosed or suspected to have been disclosed to any Person, or the Cardmember otherwise becomes aware or suspects that an unauthorised Transaction Instruction has been given, the Cardmember must, as soon as reasonably practicable afterwards, give notice of the same to the Company.
- (ii) Where a Cardmember is a minor, the Account Holder shall procure compliance with all other obligations expressed to be assumed by such Cardmember under this Agreement.

### 5. Charges

#### (a) Charges comprise all or any of the following:-

- (i) **Voluntary Charges, namely:-**
- (ii) the amount of any purchase (including a Bonus Points Purchase) of goods and/or services made by a Transaction Instruction;
- (iii) the amount of any cash advance provided pursuant to a Transaction Instruction;
- (iv) any amount which the Company debits to the Card Account on request; and
- (v) any other amount chargeable to the Card Account by virtue of a Transaction Instruction.

#### (b) **Involuntary Charges, comprising the following, at the rates published by the Company which may from time to time be varied by notice to the Account Holder in a Statement or by notice given in accordance with Clause 14(b):-**

- (i) **Annual fee:**
- (ii) An annual fee is payable on issue of the Principal Card and on each anniversary of the date of issuance.
- (iii) An annual fee is payable on issue of each Supplementary Card and on each anniversary of the date of issuance.

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

**Cash advance fee:** Payable on each cash advance.

**Cash withdrawal fee:** Payable on the issuance of a cheque / cashier's order by the Company at the Account Holder's request for any cash withdrawal from the Card Account.

**Charge for foreign currency cheque repayment:** Payable whenever a foreign currency cheque is presented for payment of any Charge.

**Charge for sales draft copies:**

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

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

- (i) If the Company's record shows that the failure happened in the past 1 month, a high rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement the Company issues.

**Late charge:** Payable if the Minimum Payment specified in any Statement is not paid on or before the Payment Due Date as specified in a Statement in the past 1 month.

A charge will be levied subject to a minimum and / or maximum cap, as the Company may specify.

- (ii) If the Company's record shows that the failure happened in the past 1 month, a high rate will apply starting from the next statement cycle as specified in a Statement, until the failure no longer happens as such as at the date of a Statement