

Credit Card Cardholder Agreement

信用卡 持卡人協議

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。

(c) 本行獲授權（但並無責任）在未曾接獲持卡人按第9條(a)款發出通知的情況下，在收到本行真誠地相信來自持卡人的交易指示時可無須要求任何進一步確認。按該指示是由持卡人以書面呈交本行並經簽署的交易指示一般。

(d) 本行可以（但並無責任）以書面及/或錄音及/或本行決定的任何其他方法記錄交易指示，而每名持卡人特此同意本行如經記錄交易指示。除卻第11條(a)款所述的情況，如無任何明顯的錯誤，則本行所保存有關交易指示的記錄即具決定性，並對每名持卡人均具有約束力，而且本行可在其認為合適的期間保留該等記錄。

(e) 持卡人須自行通知其資金轉賬的受益人，本行不會另行通知該受益人，並須因此而負任何責任。

(f) 除非本協議的條款及條件另有規定，否則此等條款及條件不影響任何其他規管任何銀行賬戶的明示或默示的條款及條件。

(g) 價倘若賬戶資金不足或尚未安排貸款，本行可拒絕遵照任何交易指示行事。在不影響前述規定的一般性原則下，未經本行事先書面同意，任何銀行賬戶均不得以發出交易指示的方式透支。本行亦可能會不時對閣下作出透支設定額定。

(h) 透過自動櫃員機存入銀行賬戶的現金，需經本行核查始可作實，且存款可能不會在當日內記入指定銀行賬戶內。

(i) 透過自動櫃員機存入銀行賬戶的支票或其他票據，由本行負責代收，待本行按價收妥有關的款項後，方可使用。

(j) 由服務系統或終端機所發出的資料只供參考之用。對該等資料是否充分或準確，本行無須負責，並保留不時更新及更改該等資料的權利。

(k) 對於本行向持卡人發出或補發的信用卡，在不影響持卡人對信用的任何其他有效啟動方式下，本行有權（但並無責任）將本行收到的任何交易指示（包括但不限於持卡人以前透過舊信用卡作出的直接付款授權所發出的交易指示）視作由持卡人對信用卡作出充分的啟動確認，無須要求任何形式的進一步確認，猶如該啟動指示是由持卡人給予本行的指示一般。

7. 責任豁免或限制

(a) 下列任何一項均與本行無關，對於其直接或間接引起的損失或損害，本行概不對任何持卡人負責，但因本行疏忽而直接引致者除外：

(i) 以信用卡付款的貨品或服務有任何瑕疪或損壞，或持卡人向該等貨品或服務的供應商提出索償或投诉，或持卡人與供應商之間的任何其他爭執；為免產生疑問起見，持卡人仍須全數負責有關貨品或服務所產生的收費；

信用卡持卡人協議 (適用於除Esprit智能信用卡及SmarTone智能信用卡以外的渣打信用卡)

重要提示：閣下在開始使用閣下的渣打信用卡前，請仔細閱讀下列持卡人協議，並確保閣下完全明白。閣下一經使用信用卡，即視作已接納此等條款及條件，並將受其約束。

1. 定義

在本協議中，除非內文特別規定，否則，下列詞語具有如下涵義：

(a) 「**持卡人**」指獲本行發出信用卡，且視作已根據第2條接納信用卡及本協議的個人（不論其是否為賬戶持有人），並包括主卡持卡人及任何附屬卡持卡人。

(b) 「**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。

(c) 「**香港**」指中華人民共和國香港特別行政區。

(d) 「**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。

(e) 「**私人密碼**」就持卡人而言，指由本行給予持卡人（亦可按照第3條(c)款不時更改）的個人鑑別密碼（如有），使持卡人能使用終端機發出交易指示。

(f) 「**月結單**」指由本行發給賬戶持有人的月結單，單上列明截至該日期賬戶持有人及任何其他持卡人就信用卡賬戶須對本行承擔的收費及其他財務責任，以及本行認為合適的其他資料。

(g) 「**服務系統**」指本行的24小時自動化理財服務系統，即本行當其時用作對持卡人在電話上提出的服務要求作出聲音回答的任何設備。

(h) 「**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，智能卡終端機或本行不時提供予持卡人的其他銷售點終端機，透過這些終端機可發出交易指示。

(i) 「**電子理財私人密碼**」指本行給予持卡人的電子理財個人鑑別密碼（如有）（持卡人可按照本行規定的方式不時更改，或本行可按照第3條(d)款不時更改），使持卡人能使用服務系統提出服務要求或發出交易指示。

(j) 「**積分**」指根據任何積分計劃及/或任何適用之指定計劃的條款及條件給予持卡人的積分或獎賞。

(k) 「**積分購買**」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。

(l) 「**積分計劃**」指由本行設立的任何信用卡獎賞計劃，或不時由本行設立或指定的任何其他類似計劃，據此(i)在持卡人使用其信用卡購買貨品及/或服務時即獲積分；(ii)所獲積分可在其後用於本行不時指定的銷售點換購貨品及/或服務。

(m) 「**就渣打行政人員信用卡持卡人及渣打行政人員白金信用卡持卡人而言，「渣打紅利出糧戶口**」指賬戶持有人用於接受其僱主之薪金轉賬的銀行戶口。

(n) 「**本行集團公司**」指身為本行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。

(o) 「**百分比**」指根據任何積分計劃及/或任何適用之指定計劃的條款及條件給予持卡人的積分或獎賞。

(p) 「**百分比購買**」指以百分比換購貨品及/或服務，如以百分比換購部分貨品及/或服務，則指該部分的換購。

(q) 「**百分比計劃**」指由本行設立的任何信用卡獎賞計劃，或不時由本行設立或指定的任何其他類似計劃，據此(i)在持卡人使用其信用卡購買貨品及/或服務時即獲積分；(ii)所獲積分可在其後用於本行不時指定的銷售點換購貨品及/或服務。

(r) 「**就渣打WorldMiles卡**（原名為渣打American Express®卡）及倍多紳紳卡，「**指定計劃**」指任何由本行設立作為積分計劃一部分的特惠計劃，本行不時就本協議而指定的任何其他積分計劃、任何獎賞計劃或任何其類似計劃。

(s) 「**信用卡**」指，如適用，由本行發給持卡人的渣打信用卡（Esprit智能信用卡及SmarTone智能信用卡除外），包括主卡及任何附屬卡。

(t) 「**信用卡賬戶**」指賬戶持有人就本協議在本行開立的賬戶。

2. 本協議的適用性

本行向任何人士提供有關信用卡或信用卡賬戶的服務均受本協議不時生效的條款與條件約束。持卡人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。持卡人首次使用本行所發的信用卡，即表示已接納該信用卡及該等條款與條件。

(h) 「**信用卡**」指，如適用，由本行發給持卡人的渣打信用卡（Esprit智能信用卡及SmarTone智能信用卡除外），包括主卡及任何附屬卡。

(i) 「**信用卡賬戶**」指賬戶持有人就本協議在本行開立的賬戶。

(j) 任何人士或終端機拒絕承認或接受使用信用卡；

(k) 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；

(l) 本行運用其權利要求及促使持卡人於刻印在信用卡上的失效日期前退回信用卡，不論該要求及退回是由本行、其他人士或終端機發出及/或促使的；

(m) 本行根據第13條終止信用卡或信用卡賬戶；

(n) 領回信用卡，任何退回信用卡的要求，或由任何人士就要求退回信用卡而作出的任何聲明或行為，在任何情況下該等領回、要求、聲明或行為為概或概不構成對任何持卡人的信用、品格或聲譽的反映或損害；

(o) 本行根據第8條透露的任何資料有任何失實陳述或遺漏；或

(p) 持卡人的任何欺詐、假冒或嚴重疏忽，包括（但不限於）屬持卡人未能按第3條(e)款或第9條(a)款規定或未能遵照本行就信用卡、私人密碼及/或電子理財私人密碼的安全及保密方面不時提出的任何其他建議的情況。

(q) 只要持卡人並無欺詐行為或嚴重疏忽，持卡人無須就下列情況所產生的損失負責：-

(r) 本行執行的交易指示，是在賬戶持有人在收到信用卡之前以信用卡發出的或透過使用偽卡而發出的；或

(s) 直接由於終端機發生故障所產生的損失，而該故障並不明顯，或並未在屏幕上顯示訊息或通知或以其他方式知會持卡人。

在任何情況下，本行對上述損失的責任限額不超過信用卡賬戶內由此產生的收費及其利息。

8. 透露資料

(a) 持卡人同意，本行不時蒐集有關持卡人之個人資料，可根據本行不時有供客戶索取之聲明、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》）使用，及向持卡人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，使該財務機構能對持卡人進行信貸調查。

(b) 持卡人同意，本行將不會就其知悉即向本行提供一切有關信用卡遭失或被偽或私人密碼或電子理財私人密碼被洩露的情況的資料，並採取所有合理行動以協助本行尋回失的信用卡及/或盡量減輕前述遺失、被偽或被盜可能引起的損失或損害。

(c) 當本行於月結單指定的「繳款日期」前收到持卡人根據第9條(a)款發出的報告指稱該月結單上顯示的收費為未經授權交易，持卡人可在本行完成有關的調查之前，暫緩繳付該項收費。若在調查完成後，持卡人所作的報告被證實為無事實根據，則持卡人須立即繳付前述收費。本行並保留權利在整個期間（包括調查期間）接第5條(a)(ii)款所述之有關利率逐日條款，將由持卡人未能回交信用卡或將之損壞，致使信用卡賬戶名下的任何信用卡費用及財務費，猶如該等收費從未暫緩繳付一般。

3. 信用卡、私人密碼及電子理財私人密碼

(a) 持卡人在收到信用卡後須立刻在卡上簽署。

(b) 每張信用卡均為本行的財產。儘管信用卡上所刻生效日期尚未屆滿，如本行於任何時候提出要求，持卡人仍須將信用卡還本行。

(c) 除本行不會就任何渣打WorldMiles卡（原名為渣打American Express®卡）發出私人密碼外，本行在每次接獲持卡人報告信用卡失效或遺失或私人密碼被洩露或在持卡人提出書面請求時，均會向持卡人發給新的私人密碼。

(d) 除本行不會就任何渣打WorldMiles卡（原名為渣打American Express®卡）發出電子理財私人密碼外，本行在接獲持卡人報告電子私人理財私人密碼被洩露時或在持卡人提出書面請求時，均會向持卡人發給新的電子理財私人密碼。

(e) 持卡人在任何時候均須小心保管信用卡、私人密碼及電子理財私人密碼，並使信用卡在其控制下安全無虞，私人密碼及電子理財私人密碼得以妥善保管及保密。特別是：

(f) 發回年費：除第12條(c)款另規定期外，如在已支付年費的年度內由本行或賬戶持有人終止信用卡的使用，則恕不退還年費。

(g) 持卡人不得使用信用卡或信用卡賬戶作非法用途。若本行有理由相信任何交易指示涉及非法交易，本行可行使其完全及絕對酌情權拒絕按該指示行事或執行該指示。

(h) 持卡人在任何時候均須小心保管信用卡、私人密碼及電子理財私人密碼，並使信用卡在其控制下安全無虞，私人密碼及電子理財私人密碼得以妥善保管及保密。特別是：

(i) 持卡人有責任確保不超逾本行經酌情決定並通知持卡人的信用額。如持卡人不希望在臨時信用額（其範圍由本公司決定及已向持卡人說明），持卡人須明確表明其選擇，並透過本行不時提供的途徑取消該服務。

5. 收費

(a) 收費包括下列所有各項或任何一項：

(i) 自動收費如下：

(A) 以交易指示購買貨品及/或服務（包括積分購買）的款項；

(B) 根據交易指示所提供的透支現金數額；

(C) 本行根據要求從信用卡賬戶扣除的數額；

(D) 按交易指示可向信用卡賬戶收取的任何其他數額。

(ii) 被動收費包括下列各項，按照本行公佈的收費率計算：本行可不時在月結單上或根據第14條(b)款向賬戶持有人發出通知而更改收費率：-

(A) 年費：本行每發出一張新信用卡或在信用卡到期後續發新卡時，均收取年費。優惠年費：倘賬戶持有人在任何時間申請信用卡後續發出信用卡時，該賬戶持有人為至一張本行發出的其他信用卡的主卡持卡人，並已就該等信用卡繳付本行要求的所有有關費用（包括年費），則上述新發的信用卡年費可獲減半（或本行具有絕對酌情決定權隨時釐定的百分率），但年費減免在下列情況下不適用：-

(A) 每當本行記錄顯示在過去十二個月內

拖欠情況達兩次或以上，本行將在月結單中告知由下個月結單週期起上調利率，直至本行

發出的月結單日當天前述拖欠情況不再存在。

(B) 倘若本行記錄顯示在過去十二個月內

拖欠情況達兩次或以上，本行將在月結單中告知由下個月結單週期起上調利率，直至本行

發出的月結單日當天前述拖欠情況不再存在。

(C) 倘若本行記錄顯示在過去十二個月內

拖欠情況達兩次或以上，本行將在月結單中告知由下個月結單週期起上調利率，直至本行

發出的月結單日當天前述拖欠情況不再存在。

(D) 倘若本行記錄顯示在過去十二個月內

拖欠情況達兩次或以上，本行將在月結單中告知由下個月結單週期起上調利率，直至本行

發出的月結單日當天前述拖欠情況不再存在。

(E) 購物財務費：在現有信用卡期滿前補發信用卡

須繳付補發費。

(F) 遺失費：本行未能收到根據直接扣款或自動轉賬指示支付的款項時將收取之手續費。

(G) 購物財務費：倘於任何月結單上的新賬項

並未在該月結單指定的繳款日期或之前由

本行全數收妥，則本行將收取購物財務費。

購物財務費未付清的收費（不包括任何

所招致的財務費、積分購買、透支現金、

及/或服務費）。

(H) 逾期費用：倘於過去一個月在任何月結單上

所列明的最低付款額並未在該月結單上

所列明的繳款日期前繳付，則本行將按可能

設定的最低及/或最高上限收取逾期費用。

(I) 經櫃檯付款手續費：如前往分行櫃檯辦理

信用卡收費付款，則須按照交易逐筆收取。

(J) 超過信用額：倘信用卡賬戶的未清付之

欠款額於月結單週期的任何時候超逾

信用卡賬戶的信用額，須繳交手續費。

該手續費將列入本行就該月結單週期

發出的月結單中。

(K) 任何透支現金的要求；

(L) 遺失費：本行未能收到根據直接扣款或自動

轉賬指示支付的款項時將收取之手續費。

(M) 月結單檢索費：

(N) 對於持卡人發出的任何交易指示所引起的或與之

有關的一切收費，持卡人須向本行負責，儘管

持卡人並未簽署任何單據或憑證，亦不論上述單據或憑證是否需要由持卡人簽署以便

發出交易指示，賬戶持有人須對因使用信用卡賬戶發出的任何交易指示所引起的或與之有關的一切收費負責。

(O) 對於持卡人發出的任何交易指示所引起的或與之

有關的一切收費，持卡人須向本行負責，儘管

持卡人並未簽署任何單據或憑證，亦不論上述單據或憑證是否需要由持卡人簽署以便

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有關的一切收費，持卡人須向本行負責，儘管

賬戶持有人可隨時向本行申請審核有關信用卡賬戶的信貸額限，本行對此擁有完全及絕對的酌情決定權。

(b) 在下列情況下，持卡人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) 若信用卡遭失或被竊。

(c) 若持卡人遭失或損壞其信用卡，或要求本行在現有信用卡失效之前發給或補發信用卡，本行可酌情決定並按其指定的條款及條件（包括但不限於收取信用卡賬戶手續費）發出賬戶持有人所需的一張或多張信用卡。

(d) 本行對上列例外情況是否適用具最終決定權，而且本行的決定對賬戶持有人具有約束力。

(e) 退回年費：除第12條(c)款另規定期外，如在已支付年費的年度內由本行或賬戶持有人終止信用卡的使用，則恕不退還年費。

(f) 持卡人不得使用信用卡或信用卡賬戶作非法用途。若本行有理由相信任何交易指示涉及非法交易，本行可行使其完全及絕對酌情權拒絕按該指示行事或執行該指示。

(g) 持卡人在任何時候均須小心保管信用卡、私人密碼及電子理財私人密碼，並使信用卡在其控制下安全無虞，私人密碼及電子理財私人密碼得以妥善保管及保密。特別是：

(h) 持卡人有責任確保不超逾本行經酌情決定並通知持卡人的信用額。如持卡人不希望在臨時信用額（其範圍由本公司決定及已向持卡人說明），持卡人須明確表明其選擇，並透過本行不時提供的途徑取消該服務。

6. 交易指示（包括自動櫃員機設施及

Credit Card Cardholder Agreement (Applicable to all Standard Chartered Credit Card except Esprit Smart Credit Card and SmartTone Smart Credit Card)

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

1. Definitions

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

- (a) **“Account Holder”** means a Person in whose name the Bank opens a Card Account, for executive platinum Credit Card, an employee or a direct contractor of the Bank in whose name the Bank opens a Card Account.
- (b) **“Bank”** means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.
- (c) **“Bank Account”** means in relation to a Cardholder any account maintained in the name of the Cardholder with the Bank or a Bank Group Company and in respect of which the Cardholder has requested that he be able to give Transaction Instructions.
- For Standard Chartered executive Credit Cardholder and Standard Chartered executive platinum Credit Cardholder, **“Standard Chartered Bonus Payroll Account”** means a Bank Account held by the Account Holder which is used for the purpose of receiving salary payment by means of account transfer from the account of the Account Holder's employer.
- (d) **“Bank Group Company”** means any other company of the Standard Chartered Group being the parent or any subsidiary or associate company of the Bank, and includes each such company's successors and assigns.
- (e) **“Bonus Point”** means a bonus or reward point awarded to a Cardholder under and subject to the terms and conditions of any Bonus Point Scheme and/or any Designated Scheme, if applicable.
- (f) **“Bonus Points Purchase”** means any purchase or that part of any purchase of goods and/or services the payment for which is effected by the redemption of Bonus Points.
- (g) **“Bonus Points Scheme”** means any reward or similar scheme established or designated by the Bank for the Card from time to time whereby (i) Bonus Points may be awarded to a Cardholder upon the use of his Card to pay for goods and/or services; and (ii) Bonus Points so awarded may subsequently be redeemed or used for exchanging and/or making payment for such goods and/or services at such outlets as may from time to time be specified by the Bank.
- For the Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card) and Shop'n'Gain Credit Card, **“Designated Scheme”** means any of the schemes established by the Bank as part of the Bonus Points Scheme, any other Bonus Point Scheme, any reward scheme or any other similar scheme from time to time designated by the Bank.

(k) For all Cards except Standard Chartered executive Credit Card and Standard Chartered executive platinum Credit Card: In relation to any renewal or replacement Card issued to a Cardholder, without prejudice to any other valid mode of activation of the Card by the Cardholder, the Bank shall be entitled (but not bound) to treat any transaction instruction (including without limitation any Transaction Instruction effected by way of any direct debit authorization previously given by the Cardholder pursuant to a previous Card) received by the Bank as sufficient act of validation of the Card emanated from the Cardholder without requiring further confirmation in any form and as though the activation were effected by the Cardholder to the Bank.

7. Exclusion or Limitation of Liability

- (a) **The Bank shall not be concerned with, or be liable to any Cardholder for any loss or damage directly or indirectly arising from except where the same has been caused directly by the Bank's negligence:-**
 - (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 Cardholder against the supplier of such goods or services, or any other dispute between a Cardholder and any such supplier; for the avoidance of doubt, the Cardholder shall remain fully liable for any Charges incurred in respect of the relevant goods or services;
 - (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 Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other Person or by any Terminal;
 - (v) termination by the Bank 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 no circumstance shall the same be or constitute any contention or injury to the creditworthiness, character or reputation of any Cardholder;
 - (vii) any misstatement, misrepresentation or omission in any details disclosed by the Bank pursuant to Clause 8; or
 - (viii) any act of fraud, forgery or gross negligence of the Cardholder, including (without limitation) the Cardholder's failure to observe Clause 3(e) or 9(a) or follow any other recommendation of the Bank from time to time regarding the safety and secrecy of the Card, the PIN and/or the TIN.
 - (b) Provided the Cardholder has not acted fraudulently or with gross negligence, the Cardholder shall not be liable for losses incurred:-
 - (i) where a Transaction Instruction effected by the Bank was given by use of a Card before the Account Holder received the Card, or given through the use of a counterfeit card; or

- (h) **“Card”** means, as appropriate, any Standard Chartered Credit Card (except Esprit Smart Credit Card and SmartTone Smart Credit Card) as issued by the Bank to a Cardholder, and includes a principal Card and any supplementary Card.
- (i) **“Card Account”** means the account opened and maintained by the Bank in the name of the Account Holder for the purpose of this Agreement.
- (j) **“Cardholder”** means an individual (whether or not also an Account Holder) in whose name a Card is issued by the Bank and who is deemed to have accepted the Card and this Agreement in accordance with Clause 2, and includes both a principal Cardholder and any supplementary Cardholder.
- (k) **“Charge,” “Voluntary Charge” and “Involuntary Charge”** have the meanings ascribed to those words in Clause 5.
- (l) **“Hong Kong”** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (m) **“Person”** includes any individual, corporation, firm, company, partnership, association or other organisation.
- (n) **“PIN”** means, in relation to a Cardholder, the personal identification number, if any, provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in manner stipulated by the Bank or varied by the Bank in accordance with Clause 3(c)) to enable the Cardholder to gain access to certain Terminals to give Transaction Instructions.
- (o) **“Statement”** means a monthly statement of account sent by the Bank to an Account Holder, setting out the Charges and other financial liabilities owed on that date by the Account Holder and any other Cardholder to the Bank in respect of the Card Account, and such other information as the Bank considers appropriate.
- (p) **“System”** means the Bank's 24-hour Automated Tele-electronic Enquiries System, being any device for the time being employed by the Bank for the purpose of providing voice response to a Cardholder's request by telephone for services.
- (q) **“Terminal”** means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal, as from time to time made available by the Bank to the Cardholder, through which Transaction Instructions may be given.
- (r) **“TIN”** means the tele-electronic identification number, if any, provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in manner stipulated by the Bank or varied by the Bank in accordance with Clause 3(d)) to enable the Cardholder to use the System to request for services or give Transaction Instructions.
- (s) **“Transaction Instruction”** means any instruction given directly or indirectly by the use of a Card or through the System (whether or not through another Person) to the Bank to effect a transaction.

Unless the context requires otherwise:-

- (i) words denoting one gender shall include all other genders;
- (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.

- (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 Cardholder's attention.

The Bank'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 Cardholder agrees that all personal data relating to the Cardholder selected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way of bank references or otherwise) to any financial institution with which the Cardholder has or proposes to have dealings to enable such financial institution to conduct credit checks on the Cardholder.
- (b) In addition to sub-clause (a), the Bank is authorised to disclose:-
 - (i) to any merchant from time to time participating in any Bonus Points Scheme such data regarding the Cardholder as may enable the merchant to process the Cardholder's requests for the redemption or exchange of Bonus Points;
 - (ii) to a principal Cardholder any data relating to the Card Account as such principal Cardholder may from time to time request; and
 - (iii) to a supplementary Cardholder the amounts respectively described in a Statement as “New Balance” and “Minimum Payment Due” in respect of the Card Account and the “Payment Due Date” specified in a Statement.
- (c) Each Cardholder will promptly notify the Bank of any change in the data provided by him when applying for a Card Account or a Card.

9. Lost Card Liability

- (a) If a Card is lost or stolen, or if a PIN or TIN is disclosed or suspected to have been disclosed to any unauthorised Person, or the Cardholder otherwise becomes aware or suspects that an unauthorised Transaction Instruction has been given, the Cardholder must, as soon as reasonably practicable afterwards, give notice of the same to the Bank.
- (b) **Subject to sub-clause (c), the Cardholder shall be liable for all losses arising from or in respect of any Transaction Instructions executed before the Bank receives notification pursuant to sub-clause (a).**
- (c) If a Card is lost or stolen, subject to sub-clause (f) with regard to Bonus Points stored in a Card containing a computer chip, and provided that the Cardholder (i) has not acted fraudulently or with gross negligence, (ii) has not knowingly provided the Card to any Person (whether voluntarily or otherwise) and informed the Bank as soon as reasonably practicable after becoming aware that the Card has been lost or stolen, the Cardholder will only be liable for losses arising from Transaction Instructions given by him.
- Where a Cardholder is a minor, the Account Holder shall procure compliance with all other obligations expressed to be assumed by such Cardholder under this Agreement.

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

2. Applicability of this Agreement

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

3. The Card, PIN and TIN

- (a) Each Cardholder shall sign the Card immediately upon receipt from the Bank.
- (b) Every Card is the property of the Bank and must be surrendered to the Bank upon demand at any time, notwithstanding that the expiry date embossed on the face of the Card may not have expired.
- (c) Save and except that no PIN will be issued in respect of any Standard Chartered WorldMiles Card (formerly known as Standard Chartered American Express® Card), the Bank will issue a new PIN to the Cardholder on each report of malfunction or loss of the Card or disclosure of the PIN, or at the request in writing of a Cardholder.
- (d) Save and except that no TIN will be issued in respect of any Standard Chartered American Express® Card, the Bank will issue a new TIN to the Cardholder on each report of disclosure of the TIN, or at the request in writing of the Cardholder.

4. Charges

- (a) Charges comprise all or any of the following:-
 - (i) Voluntary Charges, namely:-
 - (A) the amount of any purchase (including a Bonus Points Purchase) of goods and/or services made by a Transaction Instruction;
 - (B) the amount of any cash advance provided pursuant to a Transaction Instruction;
 - (C) any amount which the Bank debits to the Card Account on request; and
 - (D) any other amount chargeable to the Card Account by virtue of a Transaction Instruction.
 - (ii) **Involuntary Charges, comprising the following, at the rates published by the Bank which may from time to time be varied by notice to the Account Holder in a Statement or by notice given in accordance with Clause 14(b):**
 - (A) **Annual fee:** Payable on issue of each Card and on each renewal following the expiry of a Card.
 - (B) **Reduced Annual Fee:** If at the time the Bank issues a Card on application by the Account Holder the Account Holder is the holder of a principal Cardholder of at least one other Card issued by the Bank, and the Account Holder has paid in full all fees (including annual fees) payable in respect of each such other Card, then the annual fee for the newly issued Card may be reduced by up to 50% (or such other percentage as the Bank from time to time determines in its absolute discretion). Such reduction shall not apply if:-

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

- (d) Each Cardholder undertakes to give the Bank promptly all information the Cardholder's possession as to the circumstances of any loss or theft of a Card or disclosure of a PIN or TIN and to take all reasonable steps to assist the Bank to recover any missing Card and/or to minimize the loss or damage likely to arise from such loss, theft or disclosure.

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

(f) A Card issued by the Bank may contain a computer device commonly known as a computer chip which is capable of storing and processing Bonus Points. Any Bonus Points stored in such a Card are stored and held at the sole risk of the Cardholder and **the Bank shall be under no liability to the Cardholder in respect of any loss of such Bonus Points which have not been utilised by redemption or transfer to the record of Bonus Points maintained by the Bank, save to the extent that such loss is caused by the Cardholder's willful default or negligence.** Where such a Card has been reported to the Bank as lost or stolen, the number of Bonus Points stored in the Card at the time of loss or theft shall be deemed to be nil, save that the Bank may (but shall not be obliged to), after the lapse of such period of time as it may determine, transfer the unutilised Bonus Points stored in the Card at the time of transfer to the Bank's record of Bonus Points.

10. Payments

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

“Minimum Payment Due” shall be the aggregate amount of the following items, or any minimum amount as published by the Bank from time to time, whichever amount is higher:-

- (A) the total of the outstanding billed interest and other Involuntary Charges;

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

2. Applicability of this Agreement

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

3. The Card, PIN and TIN

- (a) Each Cardholder shall sign the Card immediately upon receipt from the Bank.

Refund of Annual Fee: Save as otherwise provided in Clause 14(b), if a Card is terminated (whether by the Bank or by the relevant Account Holder) before the end of the year in respect of which the annual fee has been paid.

This paragraph (A) is not applicable to executive platinum Credit Card.

4. Charges

- (a) Each Cardholder shall sign the Card immediately upon receipt from the Bank.
- (b) Every Card is the property of the Bank and must be surrendered to the Bank upon demand at all times in relation to all dealings with the Card and the Bank.
- (c) A Cardholder shall not use the Card or the Card Account for any illegal purposes. The Bank is entitled, at its sole and absolute discretion, to refuse to act on or give effect to any Transaction Instruction if the Bank has reason to believe that such Instruction is given in connection with any illegal transaction.
- (d) Each Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.
- (e) A Cardholder shall not use the Card or the Card Account for any illegal purposes. The Bank is entitled, at its sole and absolute discretion, to refuse to act on or give effect to any Transaction Instruction if the Bank has reason to believe that such Instruction is given in connection with any illegal transaction.
- (f) It is the Cardholder's responsibility to ensure that the credit limit as determined by the Bank at its discretion and notified to the Cardholder is not exceeded. If the Cardholder does not wish to have temporary credit limit extension (the scope of which are to be designated by us and communicated to the Cardholder), the Cardholder should indicate his/her choice explicitly and opt out from such service through the channel the Bank provides from time to time.

5. Charges

- (a) Charges comprise all or any of the following:-
 - (i) Voluntary Charges, namely:-

(A) the amount of any purchase (including a Bonus Points Purchase) of goods and/or services made by a Transaction Instruction;

(B) the amount of any cash advance provided pursuant to a Transaction Instruction;

(C) any amount which the Bank debits to the Card Account on request; and

(D) any other amount chargeable to the Card Account by virtue of a Transaction Instruction.

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

- (a) Transaction Instructions comprise each of the following:-
 - (i) in the case of any purchase of goods and/or services (including a Bonus Points Purchase), instructions to pay the amount of such purchase in accordance with the record prepared by the Person supplying the same and submitted to the Bank;

(i) **Over-the-counter payment handling fee:** Payable whenever a foreign currency cheque is presented for repayment of any Charge.

7. Charge for sales draft copies.

- (a) **Charge for cash advance:** Calculated on a daily basis accrues on the outstanding balance from time to time of each cash advance with effect from the date of the relevant Transaction Instruction to the date of repayment in full.

8. Charge for foreign currency cheque repayment:

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

9. Late charge:

- (a) **Charge for sales draft copies:** Payable if the Minimum Payment Due is not paid on or before the Payment Due Date as specified in a Statement.

(i) **Over-limit charge:** Payable if the outstanding debit balance under the Card Account exceeds the credit limit assigned to it at any point of time during a statement cycle, a charge is payable and shall be posted to the Statement the Bank issues for that relevant statement cycle.

10. Charge for cash advance:

- (a) **Charge for cash advance:** Payable whenever a foreign currency cheque is presented for repayment of any Charge.

11. Statement retrieval fee:

- (a) Each Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder notwithstanding the absence of any sales draft or cash advance voucher signed by the Cardholder, and whether or not such document was required to be signed in order to issue the Transaction Instruction. The Account Holder shall be liable for all Charges arising from or in respect of any Transaction Instruction, if applicable, from:-

12. Amendments and Assignment

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

(b) Subject to sub-clause (a) above, any such amendment shall be deemed to be effective and binding on each Cardholder unless notice of termination of the Card Account together with each Card issued under the Card Account is received by the Bank in the manner described in Clause 14(b)(i) before the effective date of such amendment.

(c) All amounts due to the Bank under this Agreement shall be payable without any deduction by way of set off, counterclaim or otherwise of any amount due or alleged to be due from the Bank or any other Person and notwithstanding any legal limitation, disability or incapacity of any Cardholder.

(d) Any credit given in respect of the supply of goods or services will be applied by the Bank to the Card Account (and not to any specific Cardholder) only after receipt by the Bank of notification from the