

## Esprit Smart Credit Card Cardholder Agreement

### Esprit 智能信用卡 持卡人協議

The terms and conditions inside apply to and regulate the provision of Esprit Smart 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Esprit智能信用卡，並管制其使用條款。

(g) 儘管帳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，任何銀行帳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任何透支設定額限。

(h) 透過自動櫃員機存入銀行帳戶的現金，需經本行核査始可作實，且存款可能不會在當日內資記入指定銀行帳戶內。

(i) 透過自動櫃員機存入銀行帳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) 對於本行向持卡人續發或補發的信用卡，在不影響持卡人對信用的任何其他啟動方式之下，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就舊信用卡作出的直接付款授權所發出的交易指示）視作由持卡人對信用卡作出充分的啟動，無須要求任何形式的進一步確認，諸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，但因本行疏忽或故意違約而直接對致者除外：**

(i) 以信用卡款項或貨品或服務的任何瑕疵或損壞，或持卡人向該等貨品或服務的供應商提出索償或投訴，或持卡人與供應商之間的任何其他爭執；為免產生疑問起見，持卡人仍須全數負責有關貨品或服務所產生的費用；

(ii) 任何人士或終端機拒絕承認或接受使用信用卡；

(iii) 儲存於信用卡內的任何資料或數據（如積分）的遺失或準準，有關的信用卡具有可儲存數據或資料的功能；

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

(v) 本行根據第14條終止信用卡或信用卡帳戶；

(vi) 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、聲明或行為為詐欺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；

#### Esprit智能信用卡持卡人協議

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

##### 1. 定義

在本協議中，除非內文另有規定，否則，下列詞語具有如下涵義：

- (a) 「**帳戶持有人**」指本行以其名義開立信用卡帳戶的人士。
- (b) 有關任何公司或機構（「該公司」）的「**聯繫人士**」指該公司的任何附屬公司或控股公司或該控股公司或任何關連公司（即由任何上述公司持有股權的公司），而就此而言，「附屬公司」及「控股公司」將具備《公司條例》（香港法例第三十二章）第2條所界定的意義。
- (c) 「**本行**」指渣打銀行（香港）有限公司、其繼承人及承讓人。
- (d) 「**銀行帳戶**」就持卡人而言，指以持卡人名義在本行開設的任何帳戶，而持卡人曾請求就該帳戶能發出交易指示。
- (e) 「**本行集團公司**」指身為本行聯繫人士的渣打銀行集團內任何其他公司，包括其繼承人及承讓人。
- (f) 「**積分**」指根據任何積分計劃及/或任何適用之指定計劃的條件及條款給予持卡人的積分或獎賞。
- (g) 「**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。
- (h) 「**積分計劃**」指不時由本行設立的任何計劃，據此(i)在持卡人使用其信用卡購買貨品及/或服務時即獲積分；及(ii)所獲積分可在其後用於本行不時指定的銷售點換購貨品及/或服務。
- (i) 「**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）給予本行進行交易的任何指示。
- (j) 「**年費**」指由本行指定作為Esprit智能信用卡的信用卡，亦為智能卡，包括主卡及任何附屬卡。
- (k) 「**信用卡帳戶**」指帳戶持有人就本協議在本行開立的帳戶。
- (l) 「**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（不論其是否為帳戶持有人），並包括主卡持卡人及任何附屬持卡人。
- (m) 「**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。
- (n) 「**信用卡**」指VISA卡、VISA金卡、萬事達卡或萬事達金卡。
- (o) 「**指定計劃**」指本行不時就本協議而指定的任何積分計劃，任何獎賞計劃或任何其他類似計劃。

##### 2. 本協議的適用性

##### 3. 信用卡、私人密碼及電子理財私人密碼

(a) 「**Esprit**」指Esprit Retail (Hong Kong) Limited、其繼承人及承讓人。

(b) 「**香港**」指中華人民共和國香港特別行政區。

(c) 「**人士**」包括任何個人、法團、商號、公司、合夥、社團或其他組織。

(d) 「**私人密碼**」就持卡人而言，指由本行給予持卡人的個人鑑別密碼（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(c)款不時更改），使持卡人能用終端機發出交易指示。

(e) 「**零售商**」指任何接納一張或超過一張信用卡的零售商。

(f) 「**智能卡**」指其中設有電腦裝置（通常稱為電腦微型晶片），用以作儲存及處理數據。

(g) 「**結單**」指由本行發給帳戶持有人的月結單，單上列明截至該日帳戶持有人及任何其他持卡人就信用卡帳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。

(h) 「**服務系統**」指本行的24小時自動電子理財服務系統，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書面回答的任何設備。

(i) 「**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銷售點終端機，透過這些終端機可發出交易指示。

(j) 「**電子理財私人密碼**」指由本行給予持卡人的電子理財個人鑑別密碼（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(d)款不時更改），使持卡人能用服務系統提出服務要求或發出交易指示。

(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**」指不時由本行設立的任何計劃，據此(i)在持卡人使用其信用卡購買貨品及/或服務時即獲積分；及(ii)所獲積分可在其後用於本行不時指定的銷售點換購貨品及/或服務。

(m) 「**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）給予本行進行交易的任何指示。

(n) 「**年費**」指由本行指定作為Esprit智能信用卡的信用卡，亦為智能卡，包括主卡及任何附屬卡。

(o) 「**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。

(p) 「**信用卡**」指VISA卡、VISA金卡、萬事達卡或萬事達金卡。

(q) 「**指定計劃**」指本行不時就本協議而指定的任何積分計劃，任何獎賞計劃或任何其他類似計劃。

##### 4. 信用卡的使用

##### 5. 收費

##### 6. 交易指示（包括自動櫃員機設施及電子理財服務系統）

(a) 持卡人在收到本行發出的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。儘管信用卡上所刻失效日期尚未屆滿，如本行於任何時候提出要求，持卡人仍須將信用卡歸還本行。

(c) 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時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) 本行在接獲持卡人報告電子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) 持卡人有責任確保不超越本行經情決定並通知持卡人的人信用額。如持卡人希望有臨時信用額（其範圍由本公司決定及向持卡人說明），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。

##### 7. 欠款利率

倘若截至月結單所示到期繳款日或之前，本行仍未收到該月結單所示的最低付款額，則將適用：

(i) 倘若本行記錄顯示在過去一個月內有拖欠情況，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。

(ii) 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每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。

(iii) 倘若本行記錄顯示在過去一個月內有拖欠情況，本行將在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/或最高限收取逾期費用。

(iv) 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每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。

(v) 倘若本行記錄顯示在過去一個月內有拖欠情況，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。

(vi) 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每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。

(vii) 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每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。

(viii) 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每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。

(ix) 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每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。

(x) 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每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。

(xi) 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每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。

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(xiii) 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每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。

(xiv) 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每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。

(xv) 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每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。

(xvi) 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每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。

(xvii) 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每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。

(xviii) 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每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。

(xix) 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每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。

(xx) 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每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。

(xxi) 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每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。

(xxii) 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每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。

(xxiii) 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每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。

(xxiv) 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每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。

(xxv) 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每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。

(xxvi) 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每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。

(xxvii) 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每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。

(xxviii) 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每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。

(xxix) 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每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。

(xxx) 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每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。

(xxxi) 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每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。

(xxxii) 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每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。

(xxxiii) 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每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。

(xxxiv) 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每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。

## Esprit Smart Credit Card Cardholder Agreement

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

### 1. Definitions

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

- (a) **"Account Holder"** means a Person in whose name the Bank opens a Card Account.
- (b) **"Associate"** in relation to any company or corporation ("the Company") means any subsidiary or holding company of the Company, or any subsidiary of such holding company, or any related company (being a company in which an equity interest is held by any of the foregoing), and for this purpose "subsidiary" and "holding company" shall have the meanings ascribed to them in section 2 of the Companies Ordinance (Cap. 32 of the laws of Hong Kong).
- (c) **"Bank"** means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.
- (d) **"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.
- (e) **"Bank Group Company"** means any other company of the Standard Chartered Group being any Associate of the Bank, and includes each such company's successors and assigns.
- (f) **"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.
- (g) **"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.
- (h) **"Bonus Points Scheme"** means any scheme from time to time established by the Bank whereby (i) Bonus Points may be awarded to a Cardholder upon the use of his Card to pay for goods and/or services; and (ii) Bonus Points so awarded may subsequently be redeemed or used for exchanging and/or making payment for such goods and/or services at such outlets as may from time to time be specified by the Bank.
- (i) **"Card"** means a Credit Card, being also a Smart Card, designated by the Bank as an Esprit Smart Credit Card, and includes a principal Card and a supplementary Card.
- (j) **"Card Account"** means the account opened and maintained by the Bank in the name of the Account Holder for the purpose of this Agreement.
- (k) **"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.

(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 14;

(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 reflection on 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

(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 collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way

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

(m) **"Credit Card"** means a Classic VISA Card, VISA Gold Card, Mastercard or Gold Mastercard.

(n) **"Designated Scheme"** means any Bonus Points Scheme, any reward scheme or any other similar schemes from time to time designated by the Bank for the purposes of this Agreement.

(o) **"Esprit"** means Esprit Retail (Hong Kong) Limited, its successors and assigns.

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

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

(r) **"PIN"** means, in relation to a Cardholder, the personal identification number provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in manner stipulated by the Bank or varied by the Bank in accordance with Clause 3(c)) to enable the Cardholder to gain access to certain Terminals to give Transaction Instructions.

(s) **"Retail Merchant"** means any retail merchant which accepts one or more Credit Cards(s).

(t) **"Smart Card"** means a card containing a computer device (commonly known as a computer microchip) which is designed to be capable of storing and processing data.

(u) **"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.

(v) **"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.

(w) **"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.

(x) **"TIN"** means the tele-electronic identification number provided by the Bank to a Cardholder (as from time to time varied by the Cardholder in manner stipulated by the Bank or varied by the Bank in accordance with Clause 3(d)) to enable the Cardholder to use the System to request for services or give Transaction Instructions.

(y) **"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; and
- (ii) words denoting the singular shall include the plural and vice versa.

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.

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 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) The Bank will issue a new PIN to a Cardholder on each report of malfunction or loss of the Card or disclosure of the PIN, or at the request in writing of a Cardholder.
- (d) 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.

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

- (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 dispensed by or input into a Terminal or the System is not disclosed to any third party. **The Bank shall not be liable in any way for any disclosure (whether or not authorised or intended of confidential information to any third party arising out of or in the course of the giving of a Transaction Instruction).**
- (ii) The Cardholder shall under all circumstances disclose his PIN or TIN to any Person, or allow the Card, the PIN and/or the TIN to be used by any other Person.
- (iii) The Cardholder shall destroy the original printed copies of the PIN and the TIN.
- (iv) The Cardholder shall in no circumstances write down the PIN or the TIN on the Card or on anything usually kept with or near the Card.
- (v) 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 Bank at its discretion and notified by the Bank to the Account Holder; and
- (ii) before the expiry date embossed on its face.

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

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

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 Esprit and/or any of its Associates such data regarding the Card Account and/or a Cardholder as may enable Esprit and/or such Associates to promote goods and/or services offered by it to them and for all purposes ancillary to such promotions; (ii) 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; (iii) to a principal Cardholder any data relating to the Card Account as such principal Cardholder may from time to time request; and (iv) 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, then provided that the Cardholder (i) has not acted fraudulently or with gross negligence, (ii) has not knowingly provided the Card to any Person (whether voluntarily or otherwise) and (iii) has informed the Bank as soon as reasonably practicable after becoming aware that the Card has been lost or stolen, the Cardholder will only be liable for losses arising from Transaction Instructions effected in respect of the Card Account before the Bank receives notification of such loss or theft up to HK\$500.

For the avoidance of doubt, the **Cardholder's failure to observe any of the provisions of clause 3(e) or to follow any other recommendation of the Bank from time to time regarding the safety and secrecy of the Card and the PIN and TIN, including without limitation the disclosure, whether 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 in 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.

(d) Payments to the Bank shall be accepted upon and subject to the Bank'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 Bank.

(e) Payments and credits received in respect of the Card Account shall be applied in the following order or in any other order the Bank from time to time thinks fit subject to any applicable law:-

- (i) Minimum Payment Due as specified below; then
- (ii) instalment amount; then
- (iii) cash advances and unpaid transactions which are subject to the normal interest rate(s), and if more than one rate is applicable, the amount charged with the highest rate will be paid first and the rest to be paid in descending order according to the applicable rate(s); then

(iv) cash advances and unpaid transactions which are subject to the special interest rate(s), and if more than one rate is applicable, the amount charged with the highest rate will be paid first and the rest of the paid in descending order based on the applicable rate(s); then

(v) fees, charges and transactions incurred from the use of Card not yet shown on the current Statement.

"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;

(B) the total of any other outstanding billed fees and charges or other bills;

(C) the total of the over-limit amount and/or the overdue amount (where applicable); and

(D) any percentage as the Bank may publish from time to time on the basis of the "New Balance" as specified in a Statement.

(f) 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.

(g) Any credit given in respect of the supply of goods or services will be applied by the bank to the Card Account (or, where more than one Card Account is opened under this Agreement, the first such Card Account), so that all Bonus Points which as at each anniversary date of the opening of the Card Account (or the first such Card Account, as the case may be) next following the date of their accrual (the "Bonus Points Expiry Date") or as at the date upon which the Card Account(s) under this Agreement is/are terminated or closed (the "Card Account Closure Date") or the Card(s) issued under this Agreement expires without renewal (the "Card Expiry Date"), whichever is earliest, will be cancelled from the Card Account(s) without further notification. No such cancelled Bonus Points shall be redeemable unless the Bank grants to the Account Holder a grace period to redeem any such Bonus Points.

No application for redemption of Bonus Points received, or purported redemption of Bonus Points by the use of a Card which occurs after the Bonus Points Expiry Date, Card Account Closure Date or Card Expiry Date (as the case may be) shall be valid, and all Bonus Points (including

(i) the date of relevant Transaction Instruction, or

(ii) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(j) the date of relevant Transaction Instruction, or

(k) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(l) the date of relevant Transaction Instruction, or

(m) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(n) the date of relevant Transaction Instruction, or

(o) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(p) the date of relevant Transaction Instruction, or

(q) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(r) the date of relevant Transaction Instruction, or

(s) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(t) the date of relevant Transaction Instruction, or

(u) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(v) the date of relevant Transaction Instruction, or

(w) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(x) the date of relevant Transaction Instruction, or

(y) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(z) the date of relevant Transaction Instruction, or

(aa) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(bb) the date of relevant Transaction Instruction, or

(cc) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(dd) the date of relevant Transaction Instruction, or

(ee) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

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(gg) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(hh) the date of relevant Transaction Instruction, or

(ii) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(jj) the date of relevant Transaction Instruction, or

(kk) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(ll) the date of relevant Transaction Instruction, or

(mm) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(nn) the date of relevant Transaction Instruction, or

(oo) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the New Balance as specified in a Statement or in accordance with Clause 14(c) to cover the relevant Transaction Instruction.

(pp) the date of relevant Transaction Instruction, or

(qq) the statement cycle immediately after the relevant Transaction Instruction, if the Bank has received full payment of the