

SmarTone Smart Credit Card Cardholder Agreement

IMPORTANT: Before you start to use your SmarTone Smart Classic VISA / VISA Gold / Mastercard / Gold Mastercard / Titanium Mastercard, 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 means any subsidiary or holding company of the company or corporation, 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 a "SmarTone Smart Credit Card", and includes a principal Card and any 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.

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 mailing procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way of bulk or electronic transmission) 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 SmarTone the messages transmitted by the Bank pursuant to the Message Services and such data regarding the Card Account and/or a Cardholder as may enable SmarTone to provide the Message Services;
- (ii) to SmarTone and/or any of its Associates such data regarding the Card Account and/or a Cardholder as may enable SmarTone and/or such Associates to promote goods and/or services offered by it or them and for all purposes ancillary to such promotions;
- (iii) 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;
- (iv) to a principal Cardholder any data relating to the Card Account as such principal Cardholder may from time to time request; and
- (v) 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. Message Services

(a) The Bank may at the request of the Account Holder provide the Message Services whereby the Account Holder may access information relating to the Card Account through the use of the designated mobile telephone and number provided by SmarTone to the Account Holder (details of which have been provided to the Bank upon the Account Holder's application for the Card Account) and the Message Service Code. The Account Holder acknowledges and agrees that information provided to him through the Message Services shall be transmitted through the mobile telephone network of SmarTone.

(b) The Message Services comprise principally an information enquiry service relating to the Card Account, details of which shall be notified to the Account Holder, and such

Unless the context requires otherwise:-

- (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, Gold Mastercard or Titanium 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) "Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.

(p) "Message Services" means the Message Notification Services provided by the bank pursuant to Clause 9.

(q) "Message Service Code" means the user identification code agreed between the Bank and the Account Holder for identification of the Account Holder when he uses the Message Services.

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

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

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

(u) "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.

(v) "SmarTone" means SmarTone Mobile Communications Limited, its successors and assigns.

(w) "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.

(x) "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.

(y) "Terminal" means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal, as may from time to time be made available by the Bank to the Cardholder, through which Transaction Instructions may be given.

(z) "TIN" means the tele-electronic identification number provided by the Bank to a Cardholder (as from time to time varied 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.

(aa) "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.

(bb) 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.

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

Saves 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 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) 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 no circumstances disclose his PIN or TIN to any Person, or allow the Card, the PIN and/or the TIN to be used by any other Person.

(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.

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.

- (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 16(b):-

- (A) Annual fee: Payable on issue of each Card and on each renewal following the expiry of a Card.

6. Reduced Annual Fee

If at the time the Bank issues a

Card on application by the Account Holder, the Account Holder is already the principal Cardholder of at least one other Card issued by the Bank, and the Account Holder has paid in full all fees (including annual fees) payable in respect of each such other Card, then the annual fee for the newly issued Card may be reduced by up to 50% (or such other percentage as the Bank from time to time determines in its absolute discretion). Such reduction shall not apply if:-

- (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 the Statement that covers such statement cycle immediately before the relevant Transaction Instruction on or before the Payment Due Date as specified in that Statement.

(b) In the absence of any notice given by the Cardholder pursuant to Clause 10(a), the Bank is authorised (but not bound) to give effect to any Transaction Instruction which the Bank in good faith believes to have emanated from a Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(c) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(d) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(e) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(f) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(g) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(h) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(i) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(j) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(k) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(l) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(m) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(n) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(o) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(p) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(q) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(r) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(s) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(t) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(u) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(v) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(w) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(x) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(y) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(z) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(aa) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(bb) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(cc) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(dd) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(ee) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(ff) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(gg) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(hh) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(ii) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(jj) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(kk) The Cardholder shall be liable to the Bank for all Charges arising from or in respect of any Transaction Instruction given by such Cardholder without requiring further confirmation in any form and as though the same were submitted by the date of each Statement.

(ll) The Cardholder shall be liable to the Bank for all Charges