

BEA Credit Cardholder Agreement (Corporate Account)

IMPORTANT: Before you start to use your credit card issued by The Bank of East Asia, Limited, please read carefully the terms and conditions of the Cardholder Agreement printed below and make sure that you understand them thoroughly. By activating or using your Card you will be deemed to have accepted these terms and conditions and will be bound by them.

Definitions

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

- (i) "Bank" means The Bank of East Asia, Limited.
- (ii) "Cardholder" means an individual, who is nominated by the Company, in whose name a Card is issued by the Bank.
- (iii) "Card" means a Gold MasterCard issued by the Bank upon the enrolment of the Company under the Bank of East Asia Corporate Card Programme at the joint request of the Company and the designated employee of the Company as nominated on the Cardholder Application Form from time to time to a Cardholder, and includes a principal Card and any replacement or subsequently renewed Cards.
- (iv) "Card Account" means the account opened and maintained by the Bank in the name of the Cardholder for the purpose of this Agreement.
- (v) "Company" means the applicant firm/company into who nominates designated employee of the applicant firm/company for applying the Card.
- (vi) "Statement" means a monthly statement of account sent by the Bank to a Cardholder, setting out the charges and other financial liabilities owned on that day by the Cardholder and any other Cardholder(s) to the Bank in respect of the Card Account, and such other information as the Bank considers appropriate.
- (vii) "Schedule of Fees & Charges" means the Schedule of Fees & Charges on BEA Credit Card Services as published by the Bank and notified to the Cardholder from time to time and forms part of this Agreement.
- (viii) "ATM" means any automatic teller machine in operation in the JETCO and/or CIRRUS Networks and such other networks as from time to time announced by the Bank;
- (ix) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

Headings on this Agreement are for ease of reference only and shall be ignored in construing this Agreement.

1. Use of Card and PIN

- 1.1 The term "Card" used in this Agreement refers to all Cards issued by the Bank including those replacement or subsequently renewed Cards. All Card(s), at all times, shall remain the property(ies) of the Bank and must be surrendered by the Cardholder(s) to the Bank immediately upon request by the Bank or its duly authorised agent.
- 1.2 The Company shall be responsible for ensuring that each Card applied for is signed by the Cardholder whose name is embossed on the Card immediately upon receipt. Use of the Card is restricted to the Cardholder.
- 1.3 Upon receipt of the Card, the Cardholder must sign the Card immediately and such signature and/or activation and/or use of the Card will constitute the agreement of the Cardholder to be bound by this Agreement.
- 1.4 When the Card is used, the Cardholder shall sign sales drafts with the signature appearing on the Card. Failure to do so will not relieve Cardholder from liability for the use of the Card. Cardholder should submit prior written application to the Bank if Cardholder wants to change to a new signature.
- 1.5 All the terms and conditions in respect of the Company's account(s) with the Bank including those in the account opening mandate given to the Bank by the Company as amended from time to time, shall form an integral part of this Agreement. Any person(s) who is/are from time to time on the Bank's record of authorised signatories of the Company shall be deemed to be authorised to give instructions to the Bank on behalf of the Company on any and all matters relating to the Card facility, including but not limited to instructions to the Bank to add or delete designated persons, or applying to the Bank for credit limit revision.
- 1.6 The Cardholder and/or the Company shall assume full responsibility and shall fully indemnify the Bank for all Card facilities extended by the Bank in respect of the Card whether or not within the credit limit and for all related costs, charges and fees. The Bank may at its discretion issue Card(s) to any person(s) nominated as Cardholder(s) by the Company. Both the Company and Cardholder(s) shall be jointly and severally responsible and liable for all credit card facilities granted by the Bank in respect of the Card(s) and for all amounts owed to the Bank pursuant to this Agreement.
- 1.7 The Cardholder can use his Card, subject to the credit limit set by the Bank, at any contracted MasterCard merchant outlets to obtain goods and/or services. The Bank however shall not be responsible if the Card is not honoured at any of the aforesaid establishments for any reason whatsoever nor shall it be in any way liable or responsible in respect of the goods and/or services supplied by the merchants. Any complaints from the Cardholder against the merchant establishment must be resolved by the two parties concerned and the existence of any claims or disputes between these two parties shall not relieve the Cardholder's obligation to settle any sum outstanding with the Bank. Any request by mail, fax, electronic means or telephone made by a Cardholder to any merchant establishment for the supply of goods or services to be charged to the relevant Card Account shall constitute authority for the merchant to issue sales draft for the amount to be charged and an acknowledgement that the sales draft, if endorsed "Mail Order", "Fax Order", "Electronic Means Order", "Telephone Order", as the case may be, shall be deemed as having been duly signed by the "Telephone Order", as the case may be, shall be deemed as having been duly signed by the

related merchant(s) for changing or termination of all autopay service(s) previously arranged through Card, failing which, the Cardholder shall be responsible and liable for all charge, loss, damage or expense incurred in full arising out of Cardholder's failure to give such notification.

- 1.8 The Bank will maintain a Card Account for the Cardholder to which amounts of all sales draft and cash advance vouchers issued pursuant to the use of the Card will be posted. The Bank will also issue a Personal Identification Number ("PIN") to the Cardholder for the purpose of obtaining cash advances from the designated ATM networks and/or, subject to the Bank's approval, performing transactions by electronic means at designated ATMs or Point of Sale terminals. The use of the ATM facilities is subject to the Bank's terms and conditions governing the use of ATM Cards, a copy of which is available upon request. At no time and under no circumstances shall the PIN be disclosed to any other person. The Cardholder and/or the Company shall immediately inform the Bank if the PIN is made or suspected to have been made known to any other person and the Cardholder and the Company hereby jointly and severally agree to accept full and sole responsibility for all consequences, loss and/or liability incurred as a result of the PIN being known to another person for whatever reason and shall indemnify the Bank for any loss or damage incurred by reason thereof.
- 1.9 The Card is not transferable and may be used only by the Cardholder. The Card may not be pledged by the Cardholder and/or the Company as security for any purpose whatsoever. The Cardholder should not permit any other person to use the Card and shall at all times safeguard the Card and keep the same under the Cardholder's personal control. The credit limit assigned by the Bank to the Company and/or Card Account shall not be exceeded and any amount incurred over such credit limit shall be immediately due and payable forthwith. The Over Credit Limit Fee as specified in the Schedule of Fees & Charges will be charged. The credit limit specified and advised to the Company by the Bank represents a total credit limit granted to all Cardholders whether issued instantly or subsequently. The Bank reserves the right to make adjustment, whether an increment or deduction, to the credit limit under this Agreement, at anytime without prior notice to or consent of the Cardholder and/or the Company.
- 1.10 Subject to the provision of Clause 6, the Cardholder and the Company agree to accept full responsibility for any transaction effected through the use of the Card, whether or not duly authorised by the Cardholder in the amount set forth on any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed; or the Bank's record of cash advances; or a sales draft related to any order for goods and / or services placed over the telephone or by any other method of purchase in which the Card is not presented, on which the Card number and other required information is recorded.

2. Card Statement

- 2.1 A credit card account summary statement will normally be sent to the Company monthly, detailing the current total amount outstanding on all Cards and each individual credit Card account statement will be sent to the respective Cardholder(s) monthly. The Bank shall not be obliged to issue an individual credit Card account statement in situations including but not limited to those in which (i) there has been no transaction since the last individual credit Card account statement and (ii) the outstanding balance of the Card Account is less than HK\$10 or the Card Account has a credit balance. Cardholder can check the balance of the Card Account via the Customer Services Hotline. Subject to Clause 2.2, the records of transaction on the account statement shall be conclusive and binding on the Cardholder and the Company for all purposes. The Cardholder and/or the Company shall settle the amount outstanding in his account including any outstanding interest, fees and charges due to the Bank in accordance with the Bank's payment requirements.
- 2.2 The Cardholder and/or the Company must call Customer Services Hotline on 3608 6628 to notify the Bank of unauthorised transaction(s) posted to the Statement within 60 days from the Statement date, failing which, the Statement shall be conclusive. The Cardholder and/or the Company shall follow the instructions of the Bank and fully cooperate with the Bank and/or appropriate authorities in respect of any subsequent investigations into unauthorised transaction(s) involving the Card.

3. Charges and Payment

- 3.1 The Cardholder and/or the Company shall settle payment and/or service charges in accordance with the Bank's payment requirement described as follows:
 - 3.1.1 Full Payment or Minimum Payment Due
Without prejudice to the Bank's right to demand immediate payment at any time, the Cardholder and/or the company shall pay to the Bank the Statement balance specified in the Statement on or before the payment due date specified therein. Should the payment due date fall on a Saturday, Sunday or a Public Holiday, it will be rescheduled on the working day prior to the original payment due date. If payment for the account is received in full on or before the payment due date, no finance charge will be levied. The Cardholder and/or the Company can choose to pay each month the minimum payment due which shall be determined by the Bank at its sole discretion as specified in the Statement and the Schedule of Fees & Charges, but finance charge will be levied. If the Statement balance exceeds the Cardholder's credit limit, the total amount by which the Statement balance exceeds the Cardholder's credit limit will be included in the minimum payment due.
 - 3.1.2 Finance Charge for Retail Purchase
If the entire amount of the Statement balance is not received by the Bank on or before the payment due date, a finance charge according to the rate as specified in the Schedule of Fees & Charges by the Bank from time to time will be levied on:
 - a) the outstanding Statement balance from the transaction date and
 - b) all new transactions posted after this Statement from the transaction date, notwithstanding such new transactions will not be payable until the payment due date of the next Statement.The finance charge will accrue and will be calculated on a daily basis until the entire amount of the outstanding Statement balance has been settled.

- 3.1.3 **Finance Charge and Handling Fee for Cash Advance**
The Cardholder may use his Card to obtain cash advances in such amount(s) as may be acceptable to the Bank from time to time at its absolute discretion, from selected branches of the Bank or other financial institutions by presenting his Card together with satisfactory evidence of his identity and signing the necessary transaction record and/of ATMs provided or designated by the Bank subject to a finance charge calculated on a daily basis according to the cash advance annual rates and a handling fee as specified in the Schedule of Fees & Charges. Such finance charge will be calculated from the date the cash is drawn until the entire amount outstanding of the cash advance balance including the finance charge accrued between the Statement date and the date on which payment has actually been received from the Cardholder has been settled.
- 3.1.4 **Late Charge**
If the minimum payment due as specified on the Statement is not received by the Bank on or before the payment due date, a late charge, by way of liquidated damages and not as a penalty, as specified in the Schedule of Fees & Charges will be imposed and the whole amount of the current balance will become due and payable by the Cardholder and/or the Company in full on such repayment due date.
- 3.1.5 **Default Finance Charge**
If the minimum payment due as specified on the Statement is not received by the Bank on or before the payment due date, a default finance charge at the rate as stated in the Schedule of Fees & Charges will supersede the finance charge for the next Statement period. Such default finance charge will continue to apply until the outstanding minimum payment due is paid on or before the payment due date of any subsequent Statement. The default finance charge will resume to the finance charge starting from the next Statement after such outstanding minimum payment due is settled as required. The default finance charge will accrue and will be calculated on a daily basis.
- 3.1.6 **Over Credit Limit Fee**
If the Cardholder's current balance exceeds the Cardholder's credit limit, the Bank will charge an over credit limit fee as specified in the Schedule of Fees & Charges.
- 3.1.7 **Annual Fee and Replacement Card Fee**
The Cardholder and/or the Company agree to pay an annual fee for the individual account. A replacement Card fee or any fee for issuance of the Card, as specified in the Schedule of Fees & Charges, will be charged for each Card replaced before renewal. All such fees shall be non-refundable.
- 3.1.8 **Returned Cheque Fee and Autopay Reject Fee**
The Bank will levy a service charge in respect of the return of each cheque paid or deposited into the Account, or rejection of autopay arrangement as specified in the Schedule of Fees & Charges and reserve the right to levy any reasonable charges for the related services.
- 3.1.9 **Charge for Over-The-Counter Payment**
A charge for over-the-counter payment as specified in the Schedule of Fees & Charges will be levied if the Company and/or Cardholder makes a credit Card payment over the counter at any BEA branches (including cash and cheque payment).
- 3.1.10 **Chargeback Handling Fee**
A chargeback handling fee as specified in the Schedule of Fees & Charges will be levied if it is finally proved that the Cardholder is liable for the disputed transaction.
- 3.1.11 **Credit Balance Refund Handling Fee**
A handling fee for the refund of a Credit Balance as specified in the Schedule of Fees & Charges will be charged.
- 3.1.12 **Courier Service Fees**
A courier service fee as specified in the Schedule of Fees & Charges will be charged if Cardholder requests to collect Cards by courier service.
- 3.1.13 **The Bank will levy service charges as specified in the Schedule of Fees & Charges for supplying copies of sales drafts or any other voucher, or a Statement (the release of which shall be at the sole discretion of the Bank) or for any other related services requested by the Cardholder.**
- 3.1.14 **All payments to the Bank must be made in Hong Kong Dollars. Payments by the Cardholder and/or the Company to the Bank shall not be considered to have been made until the relevant funds have been received for value by the Bank. If the Bank decides to accept payment made in some other currencies, payment shall not be credited until the Bank converts such good funds into Hong Kong Dollars at the Bank's usual rates.**
- 3.1.15 **Any foreign currency transaction will be converted into Hong Kong Dollars at the MasterCard exchange rate plus a related service fee as specified in the Schedule of Fees & Charges levied by the Bank on the day the transaction is processed. The exchange rate is determined on the date that the transaction is processed by MasterCard, which may be different from the transaction date and therefore subject to market fluctuation.**
- 3.2 **It is expressly understood that by using the Card, Cardholder and/or the Company will be deemed to have accepted to pay the reasonable charges and handling fees incurred for any relevant service(s). All fees and charges and payment details have been specified in the Schedule of Fees & Charges. Such fees and charges and payment details shall be subject to review and amendment at the Bank's sole discretion and announced by the Bank from time to time in any manner it deems fit.**
- 3.3 **Any payment made by the Cardholder and/or the Company will be settled in following order: I) Interest on retail purchases; II) Fees and service charges; III) Interest on cash advances; IV) Cash advance fees; V) Outstanding retail balances; VI) Outstanding cash advance balances; VII) Current retail balances; VIII) Current cash advance balances. In the event that there is more than one Cardholder and the Bank shall have only received partial payment of the charges from the Company, unless the Company gives the Bank any specific instruction as to the application of the payment, the Bank will at its discretion apply the payment in full or in part to satisfy all outstanding amounts incurred by any particular Cardholder in the aforesaid manner as the Bank may choose.**
- 3.4 **In addition to any general right to set-off or other rights provided to the Bank by law or any other agreement, the Bank may at any time and without prior notice, combine or consolidate the outstanding balance on the Cardholder's Card Account with any other account which the Cardholder and/or the Company maintains with the Bank (whether deposit, loan or of any other nature whatsoever, and wheresoever whether subject to notice or not) and including any deposit(s) made by such Cardholder and/or the Company and set-off or transfer any sum standing to the credit of such other account in or outside Hong Kong in or towards discharge of the Cardholder's and / or the Company's liability to the Bank under this Agreement.**
- 4. Debt Recovery**
The Bank may at any time assign the unsettled the Company and/or Card Accounts to any contractual credit management organisation or collection agency employed by the Bank for debt recovery. The Cardholder shall indemnify the Bank for reasonable fees and costs incurred.
- 5. Termination**
The Cardholder may at any time terminate the use of the Card(s) by a written notice to the Bank accompanied by the return of all Cards issued pursuant to this Agreement cut in halves. The Company may also terminate the use of a specific individual Card by a written notice to the Bank accompanied by the return of the Card cut in halves. The termination of any Card is effective upon the issuance of Card Cancellation Letter by the Card Services Department of the Bank. The Bank may also, at its absolute discretion, terminate this Agreement at any time by cancelling the Card and/or any of services thereby offered with or without cause and with or without prior notice, and may list the number of such cancelled Card in its Cancellation Bulletin. The Bank shall not be liable for any loss or damage of whatever nature which the cardholder/Company may sustain or suffer whether directly or indirectly as a result of such actions taken by the Bank. Upon the termination of this Agreement for any reason whatsoever, the cancelled Card must be surrendered to the Bank and the whole of the outstanding balance on the Card account together with the amount of any outstanding card transactions incurred prior to such termination but not yet charged to the Card account will become immediately due and payable.
- 5.1 **In the event that the Cardholder leaves the Company, whether by retirement, resignation, dismissal or for whatsoever reason, the Cardholder and the Company must notify the Bank promptly in writing the date of his departure and return the Card to the Bank before his departure. Upon receipt of such notice by the Bank, the whole of the outstanding balances on such particular Card account shall become immediately due and payable to the Bank on or before the date of his departure and the Company and such Cardholder shall be jointly and severally responsible for settling such amount outstanding immediately together with all Card expenses and advances, costs, finance charges and other charges and fees already incurred and obtained by the use of the Card before returning to the Bank.**
- 5.2 **In the event that the Company shall cease business or in the case of a limited company goes into liquidation or is petitioned winding-up, or in the case of a partnership is dissolved or a sole proprietor dies or becomes bankrupt or is petitioned bankrupt, the Company and the Cardholder shall notify the Bank of the same and return the Card to the Bank forthwith. The whole of the outstanding balances on all Card accounts shall become immediately due and payable to the Bank. The Company and the Cardholder shall be jointly and severally responsible for settling such amount outstanding immediately together with all Card expenses and advances, costs, finance charges and other charges and fees already incurred and obtained by the use of the Card(s) before returning to the Bank, provided that the Cardholder shall only be liable to the outstanding indebtedness of his own Card account.**
In the event that the Company/Cardholder defaults in payment, the Company and the Cardholder shall be jointly and severally liable to settle all such amount outstanding immediately and to indemnify the Bank for all reasonable fees and costs incurred for recovery and enforcement including but not limited to legal fees and collection fees, provided that the Cardholder shall only be liable to the outstanding indebtedness of his own Card account. The Bank also reserves its right to impose a finance charge at its prevailing rate pending repayment in full by the Cardholder and/or the Company.
- 6. Loss or Theft of Card**
The Cardholder must report any loss or theft of the Card or any loss, theft or disclosure of the PIN to a third party immediately upon discovery of such loss, theft or disclosure (Tel: 3608 6628) and confirm the same in writing to Card & Consumer Finance Department, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong and the Cardholder shall be fully liable and responsible for all transactions effected by the use of the Card whether or not authorised by the Cardholder in the event of such loss, theft or disclosure until notification of such loss, theft or disclosure has been received by the Bank, provided that in the absence of fraud or gross negligence or providing the Card or the PIN to a third party, the maximum liability for such unauthorised transaction before notification of such loss or theft or disclosure shall not exceed HKD500 (such maximum liability of HKD500 shall not cover cash advances and the Cardholder shall be fully liable for any unauthorised cash advances effected with the use of the PIN). The failure of the Cardholder to observe or follow any recommendation of the Bank from time to time regarding the safety and secrecy of the Card and the PIN or the failure to report the loss or theft of the Card or loss, theft or disclosure of the PIN to a third party to the Bank as soon as reasonably practicable upon discovery thereof shall constitute gross negligence. The issuance of a replacement Card will be entirely at the discretion of the Bank.
- 7. Change of Information**
The Cardholder and/or the Company must notify the Bank promptly in writing of any change in employment and/or his office or residential address and all related information. If the Cardholder is absent from Hong Kong for more than one month, the Cardholder and/or

the Company shall leave clear and specific instructions to settle the Card Account with the Bank and shall advise the Bank prior to his departure as failure of it may result in suspension or frozen of Card facilities or other banking services. The Bank however reserves the right to accept such instruction.

8. Others

- 8.1 The Bank reserves the right to alter and amend the terms and conditions stipulated in this Agreement including but not limited to the applicable credit limit of the account, payment requirement, interest rates, services charges, annual fee and other fees from time to time with prior notice to the Cardholder and/or the Company in any manner the Bank deems appropriate, to be effective irrespective of whether the Cardholder and/or the Company has/have actual notice or knowledge thereof. Any notice dispatched to the Cardholder at his last address in the Bank's record shall be deemed as due notification to the Company and vice versa. Such changes will apply to all outstanding balances on the account. By continuing to use the Card thereafter, the Cardholder and/or the Company shall be deemed to have accepted and agreed to such changes unless the Card is returned to the Bank for cancellation prior to the date such alteration shall have effect.
- 8.2 The Bank may from time to time introduce new products/services/programmes to be made available to Cardholder and such products/services / programmes shall be governed by specific terms and conditions of such products/services/programmes, and in case of any conflict between those specific terms and conditions and the terms and conditions herein, those terms and conditions shall prevail.
- 8.3 Any notice (including this Agreement) to be given by the Bank to the Cardholder and/or the Company shall be deemed to have been so given to the Cardholder and the Company if delivered to the Cardholder and/or the Company at his/its last known address by prepaid postage or by any other means the Bank deems fit.
- 8.4 Any notice shall be deemed to have reached the Cardholder and the Company the next working day after posting if posted to an address in Hong Kong and seven working days after posting if posted to an address elsewhere.
- 8.5 The Bank may from time to time send to the Cardholder and/or the Company informative documents and/or newsletters. It is expressly understood that the Bank should not be responsible or liable for the contents thereof.

9. Personal Data (Privacy) Ordinance

- 9.1 The Cardholder and/or the Company agree that the Bank may collect, acquire, hold, store, use and disclose details of and information relating to all or any transactions or dealings between us or personal data and without prejudice to the generality of the foregoing the Bank may disclose any such details or information as above to any credit information bureau or agency and/or any credit reference bureau or agency and/or to any bank, credit card company, deposit taking company, or any other person or entity (including collection agency) whatsoever who or which provides credit facilities for any purpose or is engaged in this provision of any financial or other service and the Cardholder and/or the Company further agree that any such person or entity may utilise such details in the course of any business carried on by him or it. At any time the Cardholder and/or the Company has/have the right to request access to information held by the Bank about him or his account and to update and correct such information. Such request should be made in writing to The Group Data Protection Officer, The Bank of East Asia Group, 10 Des Voeux Road Central, Hong Kong. The Bank reserves the right to impose a reasonable charge to cover the costs of complying with such request.
- 9.2 The Cardholder agrees that the Bank may use information from any credit reference bureau or agency to compare against the data provided by the Cardholder for credit checking.

10. Law and Language

- 10.1 The Bank reserves the right to refuse to process, pay or otherwise act on any instructions in relation to any transaction(s) in respect of the Card which the Bank suspects is/are (whether directly or indirectly) relating to gambling or is/are illegal.
- 10.2 The Company and/or the Cardholder shall not assign or transfer any rights or obligations of this Agreement to any third party without the prior written consent of the Bank. Any reference made to the Company hereunder shall be deemed to include its successors and permitted assigns.
- 10.3 In this text, words importing the masculine gender shall include the feminine gender, and words in the singular number shall include the plural number and vice versa.
- 10.4 The word "use" in this Agreement shall include the presentation of the Card to obtain goods, services and/or cash advances.
- 10.5 This Agreement is written both in English and Chinese. In the event of any inconsistencies or discrepancies between the two versions, the English version shall prevail.
- 10.6 This Agreement shall be governed by and construed in accordance with the law of Hong Kong.

東亞銀行信用卡持卡人合約(公司賬戶)

重要提示：閣下在開始使用由東亞銀行有限公司發出的信用卡前，請仔細閱讀下列持卡人合約，並確保閣下完全明白。閣下及持卡人一經確認收受或使用信用卡，即視作已接納此等條款及細則，並將受其約束。

定義

在本合約中，除非內文特別規定，否則，下列字詞具有如下涵義：

- (i) '本銀行'指東亞銀行有限公司。
- (ii) '持卡人'指經由公司提名而獲本銀行發出信用卡之人士。
- (iii) '信用卡'指由本銀行接受申請東亞銀行公司卡計劃之公司及經由公司在信用卡申請表格內列明及指定推薦之員工的共同要求下，發給持卡人的萬事達金卡包括主卡、補發或期滿續發卡。
- (iv) '信用卡賬戶'指持卡人就本合約在本銀行開立的賬戶。
- (v) '公司'指申請公司並按東亞銀行公司卡計劃申請信用卡予指定僱員。
- (vi) '月結單'指由本銀行發給持卡人的月結單，單上列明截至該日期持卡人及任何其他持卡人就信用卡賬戶須對本銀行承擔的收費及其他財務責任，以及本銀行認為合適的其他資料。
- (vii) '服務收費概覽'指由本銀行發出及不時通知持卡人之東亞銀行信用卡服務收費概覽，此服務收費概覽為此合約之一部分。
- (viii) '自動櫃員機'指JETCO及/或CIRRUS及本銀行不時公佈的其他聯網使用的任何自動櫃員機。
- (ix) '香港'指中華人民共和國香港特別行政區。

本合約的標題僅為方便閱讀而設，在詮釋本合約時須予忽略。

1. 信用卡及私人密碼之使用

- 1.1 本合約內所提及之信用卡，乃指所有由本銀行所發出之信用卡，包括補發或期滿續發卡，此等信用卡於任何時間均屬本銀行擁有之財物，必須於本銀行或本銀行代理人要求時，立刻交還本銀行。本銀行有權決定發卡予任何由公司提名之持卡人。
- 1.2 公司須確定有關之持卡人於收到已壓印其姓名之信用卡時應立刻簽署該卡，並確定此信用卡只有該卡人方可使用。
- 1.3 持卡人於收到信用卡時，必須立刻簽署該卡，而此等簽署及/或卡之使用將構成持卡人同意受此合約所約束。
- 1.4 當使用信用卡時，持卡人須於消費單據上以相同簽名式樣簽署。倘有不符，持卡人仍需對此等信用卡所產生之債務負責。如持卡人欲更改簽名式樣，應先以書面向本銀行申請。
- 1.5 公司於本銀行之賬戶之一切有關條款，包括公司授與本銀行之開立賬戶指令及其後有關更改資料，均會構成合約之一部份。任何公司於本銀行紀錄上之授權簽署人均有權代表公司給予本銀行一切有關信用卡服務事宜之指示，包括增加或取消指定之公司僱員，或向本銀行申請更改信用卡。
- 1.6 持卡人只可使用此卡繳付一切由公司不時核准之公務開支。公司須單獨負責及承擔所有有關信用卡賬戶之全部欠款，惟如持卡人使用其信用卡為非公司核准之公務開支，持卡人及公司須共同及個別地負責及承擔該有關款項。
- 1.7 持卡人可於任何萬事達卡特約商號使用信用卡購物或取得服務，唯此等信用卡之使用須不得超越本銀行指定之信貸限額。唯本銀行對於有任何特約商號拒絕接受此信用卡，或對於獲提供之貨物及服務質素，概不負責。持卡人與商號間之任何糾紛，須由雙方自行解決，倘雙方間存在任何索償或爭議，也不免除持卡人對本銀行清償其欠款之責任。持卡人若利用記賬於信用卡賬戶方式透過郵遞、傳真、電子媒介或電話購物等途徑向任何商戶購物或求取服務，即構成授權該等商戶發出有效之銷售單據，用以收取該等賬款及承認該等註有「郵購」、「傳真訂購」、「電子訂購」、「電話訂購」等字樣之購物單據儼如持卡人親身簽署授權之效力。如遇信用卡遺失、被竊或持卡人註銷信用卡之使用，持卡人需要即時通知有關商戶更改或終止所有透過信用卡自動付款的安排。持卡人如未能履行上述通知的責任，則持卡人須就所有賬項、損失及費用負上全面的責任。
- 1.8 本銀行將為持卡人開立一信用卡賬戶，用以記存一切日後因使用此信用卡而列於消費單據或現金貸款存根上之款額。本銀行亦授予持卡人一私人密碼，供其於指定之自動櫃員機網絡作現金貸款，及或經本銀行同意後，

持卡人可安排以其信用卡於指定之自動櫃員機或一般銷售點終端機進行電子交易，而應用此等自動櫃員機服務將受到本銀行之自動櫃員機卡使用規則約束，此條款可隨時向本銀行索閱。於任何時間及情況下，持卡人及公司皆不得洩露其密碼予任何人。持卡人及/或公司須將其由銀行發出之密碼信件銷毀。如持卡人發現或懷疑其私人密碼被洩露予其他人，持卡人及/或公司須立即通知本銀行。倘若持卡人之私人密碼不論因任何原因洩露予其他人，持卡人及公司須共同及個別地完全承擔一切由此而引致之損失及/或其他責任，並須全數賠償本銀行因此而引起之一切損失。

- 1.9 此信用卡只供持卡人使用，並不可轉讓或轉借與他人。不論基於任何目的，持卡人及/或公司皆不得以此信用卡作為抵押品。於任何時間，持卡人均不可容許任何人使用其信用卡，並須妥為保存其信用卡於其控制下。所有持卡人合共使用之信貸限額，不得超越本銀行對公司及/或此信用卡賬戶所指定之限額，否則，公司必須立即清付所超越之信用卡信貸限額數目，本銀行亦將收取服務收費列明的超出信用費用。本銀行聲明及經通知公司之信貸限額數目，代表本銀行給予公司之所有持卡人，包括於任何時間先後獲發卡之所有信用卡持卡人其信貸總額。本銀行保留對此合約之信用限額隨時調整、增加或減少之權利，而毋須預先通知持卡人或得到同意。
- 1.10 因應本合約條文第六項，持卡人及/或公司同意對任何因行使此信用卡進行交易而產生之賬項作出承擔及負責，不論行使此信用卡之人仕是否為一經合法授權之人仕。此等交易包括購物單據、交易紀錄、信貸單據、現金支出單據、及/或其他附有信用卡上之壓印資料之交易紀錄；或本銀行對現金透支之紀錄；或以「電話訂購」或其他方式以提供信用卡賬戶號碼及其他有關資料以購物或求取服務之紀錄。

2. 月結單

- 2.1 信用卡賬戶月結單通常會每月寄予公司一次，詳細列明其下所有信用卡當月之總結欠；另個人信用卡賬戶月結單亦會每月寄予持卡人。本銀行在包括但不只限於下列情況下並無責任發出個人信用卡賬戶月結單：
 - (i)個人信用卡賬戶自上一張個人信用卡賬戶月結單後再無任何交易，及
 - (ii)個人信用卡賬戶之結欠少於HK\$10或存有結餘。持卡人可透過客戶服務熱線查詢賬戶結欠/結餘。除本合約條文第2.2項另有規定外，月結單所列載之交易應為確定的，並於任何情況下均對持卡人及公司具約束力。持卡人及/或公司必須根據本銀行下列之還款規則清付包括利息、費用及手續費之賬款。
- 2.2 凡持卡人在月結單上知悉信用卡賬戶內已進誌或將會進誌一些非由持卡人授權認可之賬項，持卡人及/或公司須於結單日起計六十天之內致電客戶服務熱線3608 6628通知本銀行；否則，本銀行則視該月結單為正確詳實的。持卡人及/或公司應遵照本銀行之指示及對本銀行或/有關之機構對此等信用卡未獲授權交易之調查作出充分之合作。

3. 費用及繳款

- 3.1 持卡人及/或公司必須根據本銀行下列之還款規則付款及/或繳付服務費用：
 - 3.1.1 全數繳款或最低付款額
持卡人及/或公司須於月結單上訂明之到期繳款日或以前向本銀行繳付列於月結單上之總結欠，唯此繳款方式並不抵觸或損害本銀行於任何時間內對持卡人要求立刻還款之權利。如到期繳款日為星期六、星期日或公眾假期，到期繳款日將會提前為原日期之前一個工作天。如本銀行於到期繳款日或以前收到所有欠款，財務費用將不會被徵收。持卡人及/或公司可選擇按月償還不低於月結單及服務收費概覽列明的最低付款額，唯本銀行將收取財務費用。本銀行有絕對權利自行訂定最低付款額。如月結單上之總結欠超過持卡人其信貸限額，最低付款額則會包括總結欠超額款項。
 - 3.1.2 購物簽賬財務費用
如本銀行於到期繳款日或之前仍未收到月結單上所示的總結欠，本銀行將根據服務收費概覽以下項目徵收財務費用：
 - a) 未償還之結欠將由交易日期起計算財務費用；及
 - b) 該月結單日後誌賬的每項新交易，即使該項交易只需於下期月結單之到期繳款日才需被清還，亦將由交易日期起計算財務費用。財務費用之計算直至月結單總結欠全部清還為止。所有財務費用將以每日計算及累積。

- 3.1.3 現金透支財務費用及手續費
持卡人可利用其信用卡與及任何以證明其身份之文件及經簽署一切所需交易紀錄於指定銀行分行或財務機構或自動櫃員機作現金貸款用，而貸款之款額乃由本銀行絕對決定與批核。本銀行會以服務收費概覽列明的現金透支年息按日計算以徵收財務費用及手續費。此財務費用之徵收將自貨取現金當日起，計算至包括此財務費用之整筆貸款額償清為止。
- 3.1.4 逾期手續費
如本銀行於到期繳款日或之前仍未收到月結單上所示的最低付款額，本銀行會徵收服務收費概覽列明的逾期手續費，唯此款額只為補償有關之損失而並非一罰款。本銀行有權要求持卡人及/或公司於指定日期清還所有欠款。
- 3.1.5 拖欠財務費用
如本銀行於到期繳款日或之前仍未收到月結單上所示的最低付款額，本銀行將根據服務收費概覽收取拖欠財務費用以取代財務費用。拖欠財務費用將由下一期月結單開始計算，直至本銀行於其後任何月結單之到期繳款日或之前收到最低付款額，財務費用方會於隨後之一期月結單恢復。拖欠財務費用將以每日計算和累積。
- 3.1.6 超出信用額費用
如持卡人現結欠之款項總額超過持卡人獲授予之信貸限額，本銀行會徵收服務收費概覽列明的超出信用額費用。
- 3.1.7 年費及補發新卡費
持卡人及/或公司同意繳付獲發之信用卡之年費，如需本銀行於信用卡有效期限前補發新卡，持卡人須繳付服務收費概覽列明的補發新卡費或本銀行釐定之有關發卡費用。此等費用一經繳付，概不退還。
- 3.1.8 退票及自動轉賬退回手續費
本銀行會對存入信用卡賬戶之退票或不被接納之自動轉賬交易徵收服務收費概覽列明的手續費及/或保留對有關服務等收取合理費用之權利。
- 3.1.9 銀行櫃位繳付賬項手續費
如公司及/或持卡人於本銀行櫃位繳付信用卡賬項，包括以現金或支票繳款，本銀行將收取服務收費概覽列明的銀行櫃位繳付賬項手續費。
- 3.1.10 爭議賬項手續費
若爭議之交易最終證實屬持卡人的責任，本銀行將收取服務收費概覽列明的爭議賬項手續費。
- 3.1.11 退還信用卡結餘費用
持卡人如需退還信用卡賬戶內之結餘，本銀行將收取服務收費概覽列明的退還信用卡結餘費用。
- 3.1.12 速遞收費
持卡人如需以速遞形式收取信用卡，本銀行將收取服務收費概覽列明的速遞收費。
- 3.1.13 本銀行會因應公司及/或持卡人要求而提供銷售單據、其他單據或月結單副本(由本銀行絕對決定提供與否)，或有關服務等收取服務收費概覽列明的服務費用。
- 3.1.14 所有還款須以港幣繳付。還款須待款項收妥後方能作實。如本銀行接受以外幣付款，則須待款項收妥以後，方以本銀行一般匯率折算後進誌入信用卡賬戶內。
- 3.1.15 所有外幣交易，本銀行將於處理該賬目當日，根據萬事達卡所採用之匯率折算為港幣，再加入本銀行所收取服務收費概覽列明的有關服務費用。另該匯率是取自萬事達卡進行交易處理當日之匯率價格。交易處理日並不一定等同簽賬當日，因此匯率可能受市場浮動所影響。
- 3.2 持卡人知悉並同意繳付有關服務衍生之手續費及合理費用。所有費用及繳款之詳情已列明於服務收費概覽，本銀行得不時修訂此等費用及繳款之內容，並以本銀行認為適當之方式通知持卡人及/或公司。
- 3.3 持卡人及/或公司所繳付之信用卡賬項及服務費用須按下述先後次序支付：
I) 購物簽賬之利息；II) 服務費用；III) 現金透支利息；IV) 現金透支手續費；V) 未清償之購物簽賬總結欠；VI) 未清償之現金透支總結欠；VII) 當月之購物簽賬總結欠；VIII) 當月之現金透支總結欠。除非公司向本銀行清楚列明還款指示，否則當公司持有大於一張信用卡，而公司只向本銀行繳付部份款項時，本銀行得隨意決定將款項用作繳付任何一名持卡人的欠款。
- 3.4 除依據法律及其他合約所賦予本銀行之一般抵銷權及其他權利外，本銀行可隨時不經預先通知，將持卡人信用卡賬戶所積欠之款額，與持卡人及/或公司於本銀行開立之其他賬戶中(不論是存款、貸款或其他種類之賬戶，不論是否經已通知)及其他由持卡人及/或公司所擁有之存款之結存合併計算，以抵銷或自該等賬戶中撥款以清償持卡人及/或公司依據本合約對本銀行應付之債務。
4. 追收債項
本銀行可隨時僱用及授權任何收賬公司代表本銀行向公司及/或信用卡賬戶追收任何或所有未清付之賬款。持卡人須負責本銀行因追收債項時所產生之合理費用。
5. 終止合約
持卡人可隨時以書面通知本銀行終止行使此卡，並連同剪毀之信用卡交回銀行，公司亦可終止任何個別信用卡之使用，唯亦須以書面通知本銀行及同時交還已剪毀之信用卡。註銷任何信用卡之生效日期應為在本銀行卡業務部向持卡人發出信用卡取消確認信起計算。本銀行，在其絕對之決定下得隨時不經通知及無需申述理由註銷任何信用卡及/或其有關之服務，並將之列載於已作廢信用卡名單內。本銀行將不會承擔因本銀行採取此等行動而直接或間接對持卡人/公司引致之任何損失或損害。無論基於任何理由，此合約一旦終止後，經註銷之信用卡需交還本銀行；而賬戶內之全部欠款及未進誌入持卡人賬戶，但於此合約被終止前已作交易項目款額須立即清付。
- 5.1 一旦持卡人離職，不論因退休、辭退、解僱或任何理由，持卡人與公司須立即以書面形式通知本銀行其確實離職日期，並於離職前把信用卡交還予本銀行。當本銀行收到通知後，該信用卡賬戶全部欠款即時到期及必須於持卡人離職日或之前清付。公司及持卡人須即時共同及個別承擔及清付全部欠款及於交還信用卡前因行使該信用卡而產生之一切款項、提款、支出、財務費用、及其他收費和費用。
- 5.2 一旦公司終止其業務或為有限公司被清盤或被申請清盤，或為合股公司因公司解散或為獨資公司因其產權人死亡或破產或被申請破產，公司及持卡人須通知本銀行有關之轉變，並把信用卡交還銀行，而賬戶內之全部欠款即時到期及支付予本銀行。公司及持卡人須即時共同及個別承擔及清付全部欠款及於交還信用卡前因行使該信用卡而產生之一切款項、提款、支出、財務費用、及其他收費和費用，惟持卡人只須負責其信用卡賬戶之結欠。如公司/持卡人不能履行還款責任，公司及持卡人須即時共同及個別承擔及清付全部欠款及彌償本銀行一切因拖欠還款而令本銀行追收債項時所產生之合理費用，包括但不限於律師費及收賬費用，惟持卡人只須負責其信用卡賬戶之結欠。本銀行保留對該公司及/或持卡人繼續以當時之利率收取財務費用之權利，直至持卡人及/或公司清付所有賬款為止。
6. 遺失或被竊
如遇信用卡、自動櫃員機密碼被竊、遺失、或洩露予他人，持卡人須立即通知本銀行(電話：3608 6628)，並且以書面作實(地址：香港九龍觀塘道418號創紀之城五期東亞銀行中心卡業務及個人貸款部)。持卡人須完全負責任何於通知生效前因行使此信用卡或私人密碼而產生之賬項。而持卡人能於合理時間內及時通知本銀行有關信用卡遺失或被竊事宜及並無欺詐、疏忽行為或私人密碼洩露予他人，則持卡人就本銀行接獲信用卡遺失或被竊或私人密碼洩露予他人的通知前所產生的賬項所負責之上限為港幣五百元(此最高負責款額港幣五百元不適用於現金貸款，持卡人須對所有因使用私人密碼而引起之任何未被授權的現金貸款完全承擔一切責任)。持卡人在保管此卡或該密碼方面未能遵守本銀行不時向持卡人建議之任何保管信用卡及/或私人密碼措施，或未能在合理時間內及時通知本銀行有關信用卡遺失或被竊事宜或私人密碼被外洩予他人，可被視作為疏忽行為論。對於會否繼續發卡，本銀行擁有絕對決定權。
7. 更改資料
持卡人如更改職業、辦事處或居住地址及一切有關之資料，持卡人及/或公司必須即時以書面通知本銀行。另持卡人如離開香港逾一個月，須於離港前清楚交待其賬戶之清償辦法，並知會本銀行有關此等安排；否則，本銀行或會凍結有關之信用卡或其他銀行服務，唯本銀行保留對接受此等安排之權利。

8. 其他

- 8.1 本銀行保留隨時修改本合約條款及細則之權利，包括(但不限於)調整有關之信貸限額、還款規則、利息息率、服務費、年費及其他費用，並以本銀行認為適當之方式事先通知持卡人及/或公司。唯通知一旦發出，不論持卡人及/或公司收到與否，均作已知悉論。而信用卡賬戶之賬戶結餘亦受有關之修訂所約束。於此等修訂生效後，持卡人及/或公司仍保留或使用其信用卡，將被視為接受及同意此等修訂，除非持卡人及/或公司能於修訂生效前將其信用卡交回本銀行註銷。
- 8.2 本銀行不時向持卡人提供的新產品、服務/計劃均受特定條款及細則約束。倘特定條款及細則與本文所列條款及細則有任何抵觸，概以特定條款及細則為準。
- 8.3 本銀行發予持卡人及/或公司之任何通知(包括本合約)，無論經郵寄或以本銀行認為適當之方式送到持卡人最後所報的地址，即視為已向持卡人及公司發出通知。
- 8.4 任何書面通知如以郵寄方式寄往本港地址，則以投寄後第二個工作天作送達論；如地址在香港以外，則以投寄後第七個工作天作有效送達。
- 8.5 本銀行得以向公司及/或持卡人非定期性地發出有關資料性之函件及/或信用卡刊物；唯本銀行並不對此等函件及刊物當中所載附之商戶廣告之內容負上任何責任。

9. 個人資料(私隱)條例

- 9.1 持卡人及/或公司同意本銀行收集、取得、持有、儲存、使用及透露有關所有或任何持卡人與本銀行之間進行之交易或交往資料及細節或個人資料，及不排除以後本銀行透露任何此等資料或細節予任何信貸資料機構或公司及/或任何信貸參考機構或公司及/或予任何銀行、信用卡公司、存款公司、或任何其他人士或個體(包括收賬公司)，而此等人士或機構或因任何目的而提供信貸服務或財務或其他服務。持卡人及公司亦同意任何此等人士或個體於其事務中利用此等資料。持卡人及/或公司有權隨時要求查閱或改正有關其個人或其賬戶之資料。而此要求應以書面作出，並送交香港中環德輔道中10號東亞銀行集團集團資料保障主任收。本銀行有權就處理任何該等要求收取合理費用。
- 9.2 持卡人同意本行可使用任何信貸參考機構或公司所提供的資料與持卡人所提供的資料作比較，以作為信貸審核之用。

10. 法律及結果

- 10.1 如果本銀行懷疑任何此信用卡之交易(不論直接或間接)涉及賭博或違法行為，本銀行有權對此等之交易拒絕處理、支付或遵照任何指示。
- 10.2 公司及/或持卡人在未獲得本銀行的同意及確認下不能出讓或轉讓任何有關此合約的權利或責任予第三者。凡於本合約提述之公司，將當作包括提述其承繼人及許可承讓人。
- 10.3 本合約內所用之男性詞彙，皆適用於女性；單數字詞亦適用於眾數，反之亦然。
- 10.4 本合約內所用之字詞「使用」，代表持卡人行使其信用卡作購物交易及/或現金貸款。
- 10.5 本合約分有中、英文版本。如中、英文版本有任何差異或分歧之處，應以英文版本為準。
- 10.6 本合約乃根據香港法律詮釋及受其約束。