



BEA CUP Dual Currency PLATINUM Credit Cardholder Agreement (Personal 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 in whose name a Card is issued by the Bank, and includes both a principal Cardholder and any supplementary Cardholders.
- (iii) "Card" means, as appropriate, a BEA CUP Dual Currency PLATINUM Credit Card issued by the Bank to a Cardholder, and includes a principal Card and any supplementary Cards, replaced, or renewed Cards.
- (iv) "Card Account" means the BEA CUP Dual Currency PLATINUM Credit Card Hong Kong dollar account and Renminbi account opened and maintained by the Bank in the name of the Cardholder for the purpose of this Agreement.
- (v) "HKD Account" means the BEA CUP Dual Currency PLATINUM Credit Card Hong Kong dollar account.
- (vi) "RMB Account" means the BEA CUP Dual Currency PLATINUM Credit Card Renminbi account.
- (vii) "CUP" means China UnionPay Company Limited, a joint stock limited liability company incorporated in the PRC with headquarters in Shanghai, PRC.
- (viii) "ATM" means any automatic teller machine in operation in the Network.
- (ix) "Network" means the network of ATMs bearing the logo from time to time in Mainland China adopted by CUP and such other network(s) of ATMs from time to time designated by the Bank.
- (x) "PRC" means The People's Republic of China.
- (xi) "Hong Kong" means the Hong Kong Special Administrative Region of the PRC.
- (xii) "Mainland China" means any of the PRC, other than Hong Kong, Macau and Taiwan.
- (xiii) "HKD" means Hong Kong dollars, the lawful currency of Hong Kong;
- (xiv) "RMB" means Renminbi, the lawful currency of the PRC.
- (xv) "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 Cardholders to the Bank in respect of the Card Account, and such other information as the Bank considers appropriate; and
- (xvi) "Schedule of Fees & Charges" means the Schedule of Fees & Charges on BEA CUP Dual Currency PLATINUM Credit Card services as published by the Bank and notified to the Cardholder from time to time and forms part of this Agreement.

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

1. Use of the 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 to the Bank immediately upon request by the Bank or its duly authorised agent.
- 1.2 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.

- 1.3 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 the Cardholder from liability for the use of the Card. The Cardholder should submit prior written application to the Bank if the Cardholder wants to change to a new signature.
- 1.4 The Cardholder 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 supplementary Card(s) to any person or persons nominated as supplementary Cardholder(s) by the principal Cardholder. The principal Cardholder shall be responsible and liable for the use of the Card and of any supplementary Card(s) issued for the account whether the principal and supplementary accounts are combined or separated and for all amounts owed to the Bank pursuant to this Agreement until the supplementary Card(s) is/are terminated and the Card(s) is/are returned to the Bank according to Clause 6 of this Agreement. The supplementary Cardholder(s) shall only be responsible and liable for the use of his/her/their own Card(s) whether the accounts are combined or separated and for his/her/their liabilities and all amounts he/she/they owed to the Bank and shall not be liable for the liabilities and all amounts owed by the principal Cardholder or the other supplementary Cardholder(s) to the Bank. The terms and conditions set out in this Agreement shall also be binding on the supplementary Cardholder(s).
- 1.5 The Cardholder can use his/her Card, subject to the credit limit set by the Bank, at any contracted CUP 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 Cardholder. Upon loss or theft or termination of Card, the Cardholder shall promptly notify 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 the Cardholder's failure to give such notification.
- 1.6 Card transactions in HKD will be posted to the HKD Account. Card transactions in any currency other than HKD and RMB will be converted into HKD based on the exchange rate determined by the Bank on the day the transaction is processed with a related foreign currency transaction fee as specified in the Schedule of Fees & Charges levied by the Bank and be posted to the HKD Account. The exchange rate of the card transaction is determined on the date that such transaction is processed by the Bank, which may be different from the card transaction date and therefore subject to market fluctuation.
- 1.7 Due to the settlement arrangement, some card transactions in RMB may be posted to the HKD Account if the said card transactions are processed by the merchant establishments or financial institutions in HKD, including but not limited to charges incurred through cash advances in RMB effected at JETCO ATMs. Subject always to the aforementioned, charges incurred in all card transactions effected by the use of the Card in RMB will be posted to the RMB account.
- 1.8 The Bank will maintain a Card Account for the Cardholder to which HKD and/or RMB amounts of all sales draft and cash advance vouchers issued pursuant to the use of the HKD Account and RMB Account will be posted. The Bank will also issue a personal identification number ("PIN") to the Cardholder for the purpose of obtaining cash advances from designated

ATMs, subject to the Bank's approval, performing transactions by electronic means at designated ATMs or Point of Sale terminals, and/or logging in to Cyberbanking using the Card Account for the first time. If the Cardholder has changed his/her initial PIN at an ATM, the Cardholder must use the new PIN when logging in to Cyberbanking for the first time. Use of ATM facilities or Cyberbanking is subject to the Bank's terms and conditions governing the use of ATM Cards or Cyberbanking, copies of which are available upon request. At no time and under no circumstances shall the PIN be disclosed to any other person. The Cardholder shall immediately inform the Bank if the PIN is made or suspected to have been made known to any other person and the Cardholder herein agrees 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 Cardholder shall also observe all laws and regulations from time to time in operation in Mainland China in relation to any transaction conducted with the Card in Mainland China.
- 1.10 The Card is not transferable and may be used only by the Cardholder. The Card may not be pledged by the Cardholder 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 Card Account shall not be exceeded and any amount incurred over such credit limit shall be immediately due and payable forthwith. The credit limit specified and advised to the Cardholder by the Bank represents a total credit limit granted to both the principal Card applicant and the supplementary Card applicants 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.
- 1.11 Subject to the provision of Clause 7, the Cardholder agrees 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, via the Internet, 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. Cyberbanking

- 2.1 The Cardholder can use the Card Account to register for Cyberbanking at www.hkbea.com for Card Account management and to make relevant enquiries.
- 2.2 The Cardholder can nominate the Card Account to receive all rounded Cyberbanking Services upon successful registration at any branch of the Bank. The Cardholder can then manage the Card Account and other accounts including but not limited to Private Banking Account, SupremeGold Account, Supreme Account, i-Account, Hong Kong Dollar or Foreign Currency Savings by Cyberbanking. If the Cardholder has already registered other accounts to use the all rounded Cyberbanking Services, he can also add and register the new Card Account to the existing Cyberbanking in person at any branch of the Bank.
- 2.3 The Bank reserves the sole right to determine which card and/or account types may be used in connection with Cyberbanking service.
- 2.4 The use of Cyberbanking facilities is subject to the terms and conditions of Cyberbanking.

3. Card Statement

- 3.1 A Statement will normally be issued monthly and the Cardholder can check the Statement via Cyberbanking or by calling the BEA PLATINUM Card Customer Services Hotline on 3608 6688. The Bank shall not be obliged to issue a Statement in situations including but not limited to those in which (i) there has been no transaction since the last Statement date and (ii) the outstanding balance of the HKD Account is less than HK\$10 or the HKD Account has a credit balance and the outstanding balance of

the RMB Account is less than CNY10 or the RMB Account has a credit balance. The Cardholder can check the balance of the Card Account via Cyberbanking, ATM, or the BEA Credit Card Customer Services Hotline. Subject to Clause 3.3, records of transactions on the Statement shall be conclusive and binding on the Cardholder for all purposes. The Cardholder shall settle the amount outstanding on the account including any outstanding interest, fees, and charges due to the Bank in accordance with the Bank's payment requirements.

- 3.2 If the Cardholder has been informed and accepted that the Bank is not required to provide paper Statements, a paper Statement will only be provided upon request and a service charge for each additional Statement copy will be levied to the Cardholder as specified in the Schedule of Fees & Charges.
- 3.3 The Cardholder must call the BEA PLATINUM Card Customer Services Hotline on 3608 6688 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 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.

4. Charges and Payments

- 4.1 The Cardholder shall settle the HKD Account and RMB Account separately. Amount overpaid to one account will not be credited to the other account.
- 4.2 The Cardholder shall settle payments and/or service charges in accordance with the Bank's payment requirements, which are described as follows:
 - 4.2.1 Full Payment or Minimum Payment Due
Without prejudice to the Bank's right to demand immediate payment at any time, the Cardholder shall pay to the Bank the Statement balance of the HKD Account and RMB Account on or before the payment due date specified on the Statement. Should the payment due date fall on a Saturday, Sunday, or a public holiday, it will be rescheduled to fall on the working day prior to the original payment due date. If payments for the HKD Account and RMB Account are received in full on or before the payment due date, no finance charge will be levied. The Cardholder may choose to pay the minimum payment amount due for the HKD Account and RMB Account each month, which shall be determined by the Bank at its sole discretion and specified on the relevant Statement in accordance with the Schedule of Fees & Charges, but a 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 total credit limit for the HKD Account and RMB Account will be included in the minimum payment due.
 - 4.2.2 Finance Charge for Retail Purchase
If the entire amount of the Statement balance for the HKD Account and RMB Account 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.
 - 4.2.3 Finance Charge and Handling Fee for Cash Advances
The Cardholder may use his Card to obtain HKD cash advances in such amount(s) as may be acceptable to the Bank from time to time at its absolute discretion, from (i) selected branches of the Bank (ii) selected financial institutions by presenting his Card together with satisfactory evidence of his identity and signing the necessary transaction record or (iii) Automatic Teller Machines ("ATMs"). The Cardholder may use his/her Card to obtain HKD and/or RMB cash advances in such amount(s) as may be acceptable

by the Bank from time to time at ATMs provided or designated by the Bank in Hong Kong and/or Mainland China 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 date when the entire outstanding cash advance amount 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.

4.2.4 Late Charge

If the minimum payment due for the HKD Account and RMB Account 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 in full on such repayment due date.

4.2.5 Default Finance Charge

If the minimum payment due for the HKD Account and RMB Account 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.

4.2.6 Over Credit Limit Fee

If the Cardholder's current balance exceeds the credit limit of his/her HKD Account and/or RMB Account, the Bank will charge an over credit limit fee as specified in the Schedule of Fees & Charges.

4.2.7 Annual Fee and Replacement Card Fee

The Cardholder agrees to pay an annual fee for the principal Card and supplementary Card(s) issued (if applicable). A replacement Card fee or any fee for the issuance of the Card, as specified in the Schedule of Fees & Charges, will be charged for each Card replaced before renewal. All such fee shall be non-refundable.

4.2.8 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 Card Account, or rejection of an autopay arrangement as specified in the Schedule of Fees & Charges and reserves the right to levy any reasonable charges for related services.

4.2.9 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.

4.2.10 Credit Balance Refund Handling Fee

A handling fee for the refund of a credit balance of the HKD Account and/or RMB Account as specified in the Schedule of Fees & Charges will be charged.

4.2.11 Courier Service Fees

A courier service fee as specified in the Schedule of Fees & Charges will be charged if the Cardholder requests to receive his/her Cards by courier service.

4.2.12 Additional Copies of Sales Drafts and Statements

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 statement or for any other related services requested by the Cardholder.

4.2.13 All HKD Account and RMB Account payments can be made in HKD and RMB respectively. If payment is made in HKD for the RMB account, the amount will be converted at the exchange rate set on the date when the Bank confirms receipt of payment and then

credited to the RMB account. If the Bank accepts payment for a HKD Account or RMB Account in other currencies, the amount will be converted at the exchange rate set on the date when the Bank confirms receipt of payment and then credited to the Card account. Any excess payment towards settlement of the HKD account shall not be automatically credited by the Bank towards settlement of the outstanding balance of the RMB Account or vice versa.

4.2.14 The Bank shall have the right to refuse the payment of any sum of money into the HKD Account and/or RMB Account in excess of the current balance of such account. In the event there is any excess funds in the HKD Account and/or RMB Account, the Bank shall be entitled, but not obliged to apply the same towards repayment of any outstanding balance of the Card Account as and when it arises.

4.3 It is expressly understood that by using the Card, the Cardholder 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.

4.4 Any payment made by the Cardholder 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

4.5 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 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 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 liability to the Bank under this Agreement. However, for supplementary Cardholder(s), the Bank shall only set-off the debit balance for the use of his/her/their own Card(s) and the liabilities and the amounts owed to the Bank against the credit balance in other accounts of that particular supplementary Cardholder(s) but excluding the liabilities and the amounts owed by the principal Cardholder or the other supplementary Cardholder(s) to the Bank.

5. Debt Recovery

The Bank may at any time assign the unsettled 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.

6. Termination

The Cardholder may at any time terminate the use of the Card by returning it and all relevant supplementary Cards to any branch of the Bank in person. The Cardholder or the supplementary Cardholder may also terminate the use of a supplementary Card by returning it to any branch of the Bank in person. The termination of any Card is effective upon the issuance of a Card Cancellation Confirmation Letter by the Card & Consumer Finance 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 the 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 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. In the event that the Cardholder defaults in payment, becomes bankrupt, insolvent or dies, the Cardholder or his estate shall be responsible for settling such amount outstanding immediately and shall indemnify the Bank for reasonable fees and cost incurred including legal fees and collection agency handling fees. The Bank also reserves its right to impose a finance charge at its prevailing rate pending repayment in full by the Cardholder.

7. 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 6688) and confirm the same in writing to 33rd Floor, Card & Consumer Finance Department, BEA Tower, Millennium City 5, 418 Kwun Tong Road, 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, providing the Card or the PIN to a third party, the maximum liability for such unauthorised transactions before notification of such loss or theft or disclosure shall not exceed HK\$500 (such maximum liability of HK\$500 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.

8. Change of Information

The Cardholder must notify the Bank promptly in writing of any change in employment and/or his/her office or residential address and all related information. If the Cardholder is absent from Hong Kong for more than one month, the Cardholder shall leave clear and specific instructions to settle the Card Account with the Bank and shall advise the Bank prior to his/her departure as failure of it may result in suspension of Card facilities or other banking services. The Bank however reserves the right to accept such instruction.

9. Others

- 9.1 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 in any manner the Bank deems appropriate, to be effective irrespective of whether the Cardholder has actual notice or knowledge thereof. And the supplementary Cardholder is deemed to be notified of the same by such notice to the principal Cardholder. Such changes will apply to all outstanding balances on the account. By continuing to use the Card thereafter, the Cardholder 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.
- 9.2 The Bank may from time to time introduce new products/services/programmes to be made available to the 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.
- 9.3 Any notice (including this Agreement) to be given by the Bank to the Cardholder shall be deemed to have been so given to the Cardholder and to every supplementary Cardholder if delivered to the Cardholder at his/her last known address by prepaid postage or by any other means the Bank deems fit.
- 9.4 Any notice shall be deemed to have reached the Cardholder and each supplementary Cardholder 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.

- 9.5 The Bank may from time to time send to the Cardholder informative documents and/or newsletters. It is expressly understood that the Bank should not be responsible or liable for the contents thereof.

10. Personal Data (Privacy) Ordinance

- 10.1 The Cardholder agrees 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 further agrees that any such person or entity may utilise such details in the course of any business carried on by him/her or it. At any time the Cardholder has the right to request access to information held by the Bank about him/her or his/her account and to update and correct such information. Such request should be made in writing to 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.
- 10.2 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.

11. Law and Language

- 11.1 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.
- 11.2 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.
- 11.3 The word "use" in this Agreement shall include the presentation of the Card to obtain goods, services and/or cash advances.
- 11.4 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.
- 11.5 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.



東亞銀行銀聯雙幣白金信用卡持卡人合約 (私人賬戶)

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。閣下及附屬卡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」指獲本銀行發出信用卡的人士，包括主卡及任何附屬卡持卡人。
- (iii) 「信用卡」指由本銀行發給持卡人的東亞銀行銀聯雙幣白金信用卡，包括主卡及附屬卡、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東亞銀行銀聯雙幣白金信用卡之港幣賬戶及人民幣賬戶。
- (v) 「港幣賬戶」指東亞銀行銀聯雙幣白金信用卡港幣賬戶。
- (vi) 「人民幣賬戶」指東亞銀行銀聯雙幣白金信用卡人民幣賬戶。
- (vii) 「銀聯」指中國銀聯股份有限公司，一所於中國成立之股份有限公司，並於上海設有總部。
- (viii) 「自動櫃員機」指運作於聯網內之任何自動櫃員機。
- (ix) 「聯網」指中國內地貼有銀聯不時採用的標記的自動櫃員機聯網及該等由本銀行不時指定之自動櫃員機聯網。
- (x) 「中國」指中華人民共和國。
- (xi) 「香港」指中華人民共和國香港特別行政區。
- (xii) 「中國內地」指除香港、澳門及台灣外之中國任何地方。
- (xiii) 「港幣」指港元，香港特別行政區法定貨幣。
- (xiv) 「人民幣」指人民幣，中國之法定貨幣。
- (xv) 「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。
- (xvi) 「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銀聯雙幣白金信用卡服務收費概覽，此服務收費概覽為此合約之一部分。

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員要求時，立刻交還本銀行。
- 1.2 持卡人於收到信用卡時，必須立刻簽署該卡，而此等簽署及/或確認收受該卡及/或使用該卡將構成持卡人同意受此合約所約束。

- 1.3 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，本銀行將徵收服務收費概覽上列明的補發新卡費。
- 1.4 持卡人對本銀行基於此信用卡所給予之全部授信，不論是否於信貸限額內，及一切有關費用須負全面的責任及給予本銀行全面的賠償，本銀行得隨意決定發出信用卡予被主卡持卡人指定為附屬卡持卡人的人士。主卡持卡人須對此信用卡及所有附屬卡，不論為屬於同一信用卡賬戶或獨立信用卡賬戶下所發出之信用卡之使用及於此合約約束下對本銀行所欠之賬項及銀碼負責，直至該附屬卡依據本合約條文第6項而註銷終止及退還本銀行。附屬卡持卡人則僅須負責及承擔本身的交易賬項和義務，不論為屬於同一信用卡賬戶或獨立信用卡賬戶下所發出之信用卡，但並不需要承擔主卡或其他附屬卡持有人的義務及其對本銀行所欠之賬項。而此合約內列之條款及細則，對所有附屬卡持卡人同具約束力。
- 1.5 持卡人可於任何銀聯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。本銀行對於有任何特約商號拒絕接受此信用卡，或對於持卡人所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。
- 1.6 所有以港幣為貨幣單位的信用卡交易，將記入港幣賬戶內。所有港幣及人民幣以外之其他貨幣交易，均會根據本銀行於處理有關交易當日，以本銀行不時釐定之匯率折算為港幣，再加入本銀行所收取服務收費概覽列明的外幣交易費用。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。
- 1.7 由於清算安排，某些以人民幣為貨幣單位的信用卡交易，或因商戶或財務機構以港幣處理有關信用卡的交易，包括但不限於經由銀通自動櫃員機進行的提取現金的收費，其收費將可能記入港幣賬戶內。除上述情況外，所有以人民幣為貨幣單位的信用卡交易收費，將記入人民幣賬戶內。
- 1.8 本銀行將為持卡人開立一信用卡賬戶，用以記存港幣及人民幣賬戶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，及或作為首次以信用卡賬戶登入「電子網絡銀行服務」的密碼。如持卡人已於自動櫃員機更改新卡之私人密碼，持卡人須使用已更改之私人密碼以首次登入「電子網絡銀行服務」。而應用此等自動櫃員機服務或「電子網絡銀行服務」將受到

本銀行之自動櫃員機卡及「電子網絡銀行服務」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，持卡人皆不得洩露其私人密碼予任何人士。如持卡人發現或懷疑其私人密碼被洩露予其他人，持卡人須立即通知本銀行。倘若持卡人之私人密碼不論因任何原因洩露予其他人，持卡人須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 就任何於中國內地使用信用卡進行的交易，持卡人須遵守不時於中國內地實施的法例或規則。
- 1.10 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，不得超越本銀行對此賬戶所指定之限額，否則，持卡人必須立即清付所超越之信用卡信貸限額數目。本銀行聲明及經通知持卡人之信貸限額數目，代表本銀行給予該信用卡賬戶之所有持卡人，包括主卡持卡人及於任何時間先後獲發卡之附屬卡持卡人之信貸總額。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其同意。
- 1.11 因應本合約條文第7項，持卡人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士是否為一經合法授權之人士。此等交易之證明包括購物單據、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物或求取服務之紀錄。

2. 電子網絡銀行服務

- 2.1 持卡人可以信用卡賬戶登記「電子網絡銀行服務」。以處理查閱信用卡賬戶資料。
- 2.2 持卡人可向本銀行任何分行申請以其信用卡賬戶作一指定賬戶以使用本銀行之「電子網絡銀行服務」，並同時處理本銀行的其他賬戶，包括但不限於私人銀行賬戶、顯卓理財戶口、至尊理財戶口、i-Account、港幣或外幣儲蓄等賬戶。如持卡人已以其他賬戶登記「電子網絡銀行服務」，亦可向本銀行任何分行申請將信用卡賬戶登記至現有的「電子網絡銀行服務」。
- 2.3 本銀行擁有客戶可於「電子網絡銀行服務」使用之卡種及/或賬戶類別的全權決定權。
- 2.4 持卡人在使用「電子網絡銀行服務」時，將受「電子網絡銀行服務」之章則約束。

3. 月結單

- 3.1 信用卡賬戶月結單通常會每月發出一次，而持卡人可透過「電子網絡銀行服務」或東亞銀行白金卡客戶服務熱線3608 6688查閱月結單。本銀行在包括但不只限於下列情況下並無責任發出月結單：(i) 信用卡賬戶自上一張月結單後再無任何交易，及 (ii) 港幣賬戶之結欠少於港幣10元或存有結餘，及人民幣賬戶之結欠少於人民幣10元或存有結餘。持卡人可透過「電子網絡銀行服務」、自動櫃員機或東亞銀行信用卡客戶服務熱線查詢賬戶

結欠/結餘。除本合約條文第3.3項另有規定外，月結單所列表載之交易應為確定的，並於任何情況下均對持卡人具約束力。持卡人必須根據本銀行之還款規則清付包括利息、費用及手續費之賬款。

- 3.2 若持卡人已被通知及接納本銀行毋須提供紙張月結單，本銀行只會因應持卡人的要求下提供紙張月結單，而本銀行將會向持卡人收取服務收費概覽所列明的額外月結單副本費用。
- 3.3 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，持卡人須於結單日起計60天內致電東亞銀行白金卡客戶服務熱線3608 6688通知本銀行；否則，本銀行則視該月結單為正確詳實的。持卡人應遵照本銀行之指示及對本銀行或/及有關之機構對此等信用卡未獲授權交易之調查作出充分合作。

4. 費用及繳款

- 4.1 持卡人必須分別繳付港幣及人民幣賬戶結欠，個別賬戶之結餘不會自動抵銷其他賬戶之結欠。
- 4.2 持卡人必須根據本銀行下列之還款規則付款及/或繳付服務費用：
 - 4.2.1 全數繳款或最低付款額
持卡人須於月結單上訂明之港幣及人民幣賬戶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。持卡人可選擇按月償還不低於月結單及服務收費概覽列明港幣及人民幣賬戶的最低付款額，唯本銀行將收取財務費用。本銀行有絕對權利自行訂定港幣及人民幣賬戶之最低付款額。如月結單上之總結欠超過持卡人港幣及人民幣賬戶之信貸限額，最低付款額則會包括總結欠超額款項。
 - 4.2.2 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港幣及人民幣賬戶的總結欠，本銀行將根據服務收費概覽就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。
 - 4.2.3 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香港指定銀行分行或財務機構或自動櫃員機作港幣現金貸款用及/或於中國內地作人民幣現金貸款用，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貸取現金當日起，計算至包括此財務費用之

整筆貸款額償清為止。

4.2.4 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港幣及人民幣賬戶的最低付款額，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於指定日期清還所有欠款。

4.2.5 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港幣及人民幣賬戶的最低付款額，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一期月結單恢復。拖欠財務費用將以每日計算和累積。

4.2.6 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港幣及人民幣賬戶之信貸限額，本銀行會徵收服務收費概覽列明的超出信用額費用。

4.2.7 年費及補發新卡費

持卡人同意繳付獲發之信用卡主卡及附屬卡之年費(如適用)。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。

4.2.8 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。

4.2.9 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。

4.2.10 退還信用卡結餘費用

持卡人如需退還信用卡港幣及/或人民幣賬戶內之結餘，本銀行將收取服務收費概覽列明的退還信用卡結餘費用。

4.2.11 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。

4.2.12 額外銷售單及額外月結單副本費用

本銀行會因應持卡人要求而提供銷售單據、其他單據或月結單副本(由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。

4.2.13 港幣賬戶還款可以港幣繳付；人民幣賬戶還款可以人民幣繳付。如以港幣繳付人民幣賬戶，所繳付之金額須待本銀行按確認收妥款項當日的匯率折算後，方進誌人民幣賬戶內。如本銀行接受以外幣繳付港幣或人民幣賬戶，所繳付之金額須待本行按確認收妥款項當日的匯率折算後，方進誌信用卡賬戶內。倘外幣折算後所得港幣或人民幣款額不夠支付港幣或人民幣賬戶未付的

收費總額，有關該港幣或人民幣收費的賬戶持有人及信用卡會員須共同及個別對匯兌折算引致的任何差額負責。而清還港幣賬戶後的超額款項，不可用作繳交人民幣賬戶內的未付最高限額，同樣地清還人民幣賬戶後的超額款項，亦不可用作繳交港幣賬戶內的未付結欠。

4.2.14 本行有權拒絕接受任何超越賬戶結欠金額的款項存入賬戶。若賬戶內有任何溢餘款項，本行有權在賬戶出現結欠金額時將該超額款項用以支付該結欠金額。

4.3 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。

4.4 持卡人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。

4.5 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依據本合約對本銀行應付之債務。附屬卡持卡人之存款賬戶只會用作抵銷該附屬卡持卡人本身使用之賬項或積欠之款額，而並不會被用作抵銷主卡或其他附屬卡持有人之債務。

5. 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持卡人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。

6. 終止合約

持卡人可隨時親身前往本銀行任何一間分行以通知本銀行終止行使此信用卡及同時交回此信用卡及有關之所有附屬卡。持卡人或附屬卡持卡人亦可終止附屬卡之使用，唯亦須親身前往本銀行任何一間分行以通知本銀行終止行使此附屬卡及同時交回此附屬卡。註銷任何信用卡之生效日期應為在本銀行卡業務及個人貸款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同須立即清付。如持卡人未能或無力履行還款責任、宣告破產、無力付債或逝世，持卡人或其遺產承辦人須負責立刻清償欠款及承擔一切有關本銀行追收債項時

所產生之合理費用，包括律師費、收賬費用及其他費用。在此債項尚未全數償清前，本銀行保留對該賬戶繼續收取財務費用之權利。

7. 遺失或被竊

如遇信用卡、私人密碼被竊、遺失、或洩露予他人，持卡人須立即通知本銀行(電話：3608 6688)，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33樓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、嚴重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500元(此最高負責款額港幣500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私人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，可被視作為嚴重疏忽行為論。對於會否繼續發卡，本銀行擁有絕對決定權。

8. 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，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。

9. 其他

- 9.1 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。唯通知一旦發出，不論持卡人收到與否，均作已知悉論。所有曾發予持卡人通知書信，均亦視作已通知附屬卡持卡人論。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，除非持卡人能於修訂生效前將其信用卡交回本銀行註銷。
- 9.2 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。
- 9.3 本銀行發予持卡人任何通知(包括本合約)，無論經郵寄或以本銀行認為適當的方式送到主卡持卡人最後所報的地址，即視為已向每位附屬卡持卡人發出通知。
- 9.4 任何書面通知如以郵寄方式寄往本港地址，則以投寄後第2個工作天作送達論；如地址在香港以外，則以投寄後第7個工作天作有效送達。
- 9.5 本銀行得以向持卡人非定期性地發出有關資料性之函件或/及

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。

10. 個人資料(私隱)條例

- 10.1 持卡人同意本銀行收集、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)，而此等人仕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。
- 10.2 持卡人同意本銀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，以作為信貸查核之用。

11. 法律及文義

- 11.1 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。
- 11.2 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。
- 11.3 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。
- 11.4 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。
- 11.5 本合約乃根據香港法律詮釋及受其約束。