

## BEA Traveller's Cardholder Agreement

**IMPORTANT:** Before you start to use your BEA Traveller's Card issued by The Bank of East Asia, Limited, please read carefully the terms and conditions of the BEA Traveller's Cardholder Agreement printed below and make sure that you understand them thoroughly. By using your BEA Traveller's 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) "Traveller's Card" means "BEA Traveller's Card"
- (iii) "Traveller's Cardholder" means an individual whose name a Traveller's Card is issued by the Bank.
- (iv) "Traveller's Card Account" means the Traveller's Card account, which is opened and maintained by the Bank in the name of the Traveller's Cardholder for the purpose of this Agreement.
- (v) "Credit Card" means, as appropriate, a VISA Classic Card, a VISA Gold Card, a VISA PLATINUM Card, an Ordinary MasterCard, a Gold MasterCard, a PLATINUM MasterCard, a World MasterCard and JCB PLATINUM Card issued by the Bank of a Credit Cardholder, and includes a principal Credit Card and any supplementary Credit Card(s), replacement or subsequently renews Credit Cards.
- (vi) "Credit Cardholder" means an individual in whose name a Credit Card is issued by the Bank, and includes both a principal Credit Cardholder and any supplementary Credit Cardholder(s).
- (vii) "BEA Credit Cardholder Agreement" means the BEA Credit Cardholder Agreement (Personal Account) of the Bank and its amendments from time to time, which is binding on the Credit Cardholder.
- (viii) "Designated Credit Card Account" means the Credit Card account, which is assigned for fund transfer within Traveller's Card Account
- (ix) "Bank sell-rate" means the telegraphic transfer sell-rate determined by the Bank from time to time
- (x) "Bank buy-rate" means the telegraphic transfer buy-rate determined by the Bank from time to time
- (xi) "Schedule of Fees & Charges" means the Schedule of Fees & Charges on BEA Traveller's Card as published by the Bank and notified to the Traveller's 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. Description of the Traveller's Card and its Usage

- 1.1 The term "Traveller's Card" used in this Agreement refers to all Traveller's Cards issued by the Bank including those replacement or subsequently renewed Traveller's Cards. All Traveller's Card(s), at all times, shall remain the property(ies) of the Bank and must be surrendered by the Traveller's Cardholder(s) to the Bank immediately upon request by the Bank or its duly authorised agent.
- 1.2 Traveller's Cardholder must be aged 16 or above. The Designated Credit Card Account must be assigned for fund transfer within Traveller's Card. BEA Renminbi Credit Card, BEA Corporate Card and BEA Prepaid Card cannot be assigned as the Designated Credit Card Account. Each Credit Card account can only apply one Traveller's Card with same currency. The principal Credit Cardholder should agree and sign the related Traveller's Card application form if the Traveller's Card is applied for the supplementary Credit Cardholder.
- 1.3 Upon receipt of the Traveller's Card, the Traveller's Cardholder must sign and activate the Traveller's Card immediately and such signature, activation and / or use of the Traveller's Card will constitute the agreement of the Traveller's Cardholder to be bound by this Agreement. The Traveller's Card is not transferable and may be used only by the Traveller's Cardholder even the Traveller's Card has not been signed. The Traveller's Card may not be pledged by the Traveller's Cardholder as security for any purpose whatsoever. The Traveller's Cardholder should not permit any other person to use the Traveller's Card and shall at all times safeguard the Traveller's Card and keep the same under the Traveller's Cardholder's personal control.
- 1.4 The Traveller's Card is a reloadable and single currency card product offered by the Bank, which can be used to make retail purchases. When the Traveller's Card is used, the Traveller's Cardholder shall sign the sale drafts with the signature appearing on the Traveller's Card. Failure to do so will not relieve Traveller's Cardholder from liability for the use of the Traveller's Card. Traveller's Cardholder should submit written application to the Bank if Traveller's Cardholder wants to change to a new signature.
- 1.5 The Bank will maintain a Traveller's Card Account for the Traveller's Cardholder to which amounts of all sales draft issued pursuant to the use of the Traveller's Card will be posted. Traveller's Cardholder can perform transactions by electronic means at Point-of-Sale terminals.

- 1.6 The Traveller's Cardholder can use his Traveller's Card without exceeding the unused balance, at any contracted VISA merchant outlets to obtain goods and / or services. The Bank however shall not be responsible if the Traveller's 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 Traveller's 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 Traveller's Cardholder's obligation to settle any sum outstanding with the Bank. For the Traveller's Cardholder, who requested the Bank to process any disputed transaction(s), a chargeback handling fee as specified in the Schedule of Fees & Charges will be charged if it is finally proved that the Traveller's Cardholder is liable for the disputed transaction.
- 1.7 The Traveller's Card is only applicable to retail transactions made by Point-of-Sale terminals, and is not applicable to manually imprinted sales slips, cash withdrawal, interest-free instalment, mail or phone orders, autopay, online bill payments or purchases, transactions in casinos or on ocean liners or airplanes, or for all VISA Express Payment services including but not limited to transactions in cinemas, car parks, or fast food restaurants. The Traveller's Card cannot be used in connection with any illegal transactions including but not limited to any gambling-related transactions.
- 1.8 The Traveller's Cardholder shall assume full responsibility and shall fully indemnify the Bank for all Traveller's Card facilities extended by the Bank in respect of the Traveller's Card whether or not within all related costs, charges and fees. The Bank may at its discretion issue Traveller's Card to any person or persons nominated as supplementary Credit Cardholder(s) by the principal Credit Cardholder. The principal Credit Cardholder shall be responsible and liable for the use of the Traveller's Card and of any Traveller's Card issued for supplementary Credit Cardholder whether the accounts are combined or separated and for all amounts owed to the Bank pursuant to this Agreement until the Traveller's Card is terminated and returned to the Bank according to Clause 12 of this Agreement. The supplementary Credit Cardholder(s) shall only be responsible and liable for the use of his / her their own Traveller's 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 Traveller's Card issued for principal Credit Cardholder or the other supplementary Credit Cardholder(s) to the Bank.
- 1.9 Subject to the provision of Clause 10, the Traveller's Cardholder agrees to accept full responsibility for any transaction effected through the use of the Traveller's Card, whether or not duly authorised by the Traveller's Cardholder.

### 2. Reload

- 2.1 The Traveller's Cardholder can choose the different reload amount each time for reload, while the Traveller's Card must be activated and the reload amount must be in a unit or its multiple, which preset in each Traveller's Card currency as determined by the Bank from time to time. The reload amount will be treated as retail transaction and posted in the Designated Credit Card Account.
- 2.2 Traveller's Cardholder can request to reload through the BEA Credit Card Customer Services Hotline on 3608 6628. The Bank will convert the reload amount from the Designated Credit Card Account to the designated currency of the Traveller's Card Account, which based on the Bank sell-rate determined by the Bank plus a reload handling fee as specified in the Schedule of Fees & Charges will be levied on the Designated Credit Card Account. The reload registration requested before 7pm [Hong Kong] on Monday to Saturday, will be credited to the BEA Traveller's Card before 9am on the next day. Reload registration made after 7pm on Monday to Saturday, Sunday or public holidays, will be processed on the next working day. The registered reload request cannot be cancelled or changed and the Traveller's Cardholder shall have no claim whatsoever against the Bank regarding the Bank sell-rate.
- 2.3 The reload request can be processed upon the Designated Credit Card Account must be activated, valid and in good standing, and has available credit limit. A Short Message System ("SMS") message or a notification letter will be sent to the Traveller's Cardholder for notifying the reload result within 3 working days after the reload is requested. Traveller's Cardholder should check the unused balance of Traveller's Card Account through Cyberbanking or the BEA Credit Card Customer Services Hotline on 3608 6628 after three working days. If reload request is processed successfully, the reload amount will be deducted from the Designated Credit Card Account and in the Designated Credit Card's currency.
- 2.4 There is a preset maximum store value of each currency in Traveller's Card as determined by the Bank from time to time. Reload will not be allowed if the existing store value of the Traveller's Card or the value of the Traveller's Card after reloaded are already reached or exceed the preset maximum store value.
- 2.5 If a debit balance occurs in a Traveller's Card Account, the Bank will automatically reload the debit amount from the Designated Credit Card Account to the Traveller's Card Account to set-off the debit balance. The auto-reload amount caused by the debit balance of Traveller's Card Account will base on the Bank sell-rate determined by the Bank. In addition, if the Designated Credit Card Account was overlimited by such auto-reload, an over credit limit fee, as specified in the Schedule of Fees & Charges of BEA Credit Card will be levied on the Designated Credit Card Account.

### 3. Refund

- 3.1 The Traveller's Cardholder may at any time request to refund the unused balance of the Traveller's Card by calling the BEA Credit Card Customer Services Hotline on 3608 6628 or by submitting a written notice to the Bank. The unused balance will only be credited to the Designated Credit Card Account and based on the Bank buy-rate determined by the Bank. The refund amount will be processed within 4 working days after the refund is requested. If the Traveller's Card Account does not have sufficient unused balance, a SMS message or a notification letter will be sent to the Traveller's Cardholder for notifying the unsuccessful refund request. The registered refund request cannot be cancelled or changed and the Traveller's Cardholder shall have no claim whatsoever against the Bank regarding the Bank buy-rate.
- 3.2 If the refund amount is smaller than HK\$0.01 after the exchange rate conversion, the Bank will not process such request.
- 3.3 The Traveller's Card will become invalid and the unused balance on the Traveller's Card can be refunded to the Designated Credit Card Account once the Traveller's Card has expired.

### 4. Different Currency / Overseas Transactions

- 4.1 For all transactions settled by the Traveller's Card in a same currency overseas, the Bank will levy an overseas transaction fee at the rate as specified in the Schedule of Fees & Charges; while all transactions settled by the Traveller's Card in a different currency overseas will be converted into designated currency of that Traveller's Card at the VISA exchange rate on the day that the transaction is processed. In addition to the exchange rate, the Bank will levy an overseas different currency transaction fee at the rate as specified in the Schedule of Fees & Charges. The exchange rate is determined on the date that the transaction is processed by VISA Card, which may be different from the transaction date and therefore subject to market fluctuation.
- 4.2 No fees will be charged for all transactions settled by the Traveller's Card in a same currency in Hong Kong while all transactions in a different currency in Hong Kong settled by the Traveller's Card will be converted into designated currency of that Traveller's Card at the VISA exchange rate on the day that the transaction is processed. In addition to the exchange rate, the Bank will levy a different currency transaction fee at the rate as specified in the Schedule of Fees & Charges. The exchange rate is determined on the date that the transaction is processed by VISA Card, which may be different from the transaction date and therefore subject to market fluctuation.

### 5. Charges

It is expressly understood that by using the Traveller's Card, Traveller's 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 as 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.

### 6. Unauthorised Transactions and Adjustments

If the transaction made by the Traveller's Cardholder involves any unauthorised amounts such as tips, merchants have the right to consider such amounts as authorised amounts, and charge the relevant Traveller's Card accordingly. If the available balance of the Traveller's Card is insufficient to settle the total amount, BEA reserves the right to reject the relevant transactions. If the merchant can provide evidence to prove that an authorised transaction involves an additional amount that is unauthorised, the Bank reserves the right to charge the unauthorised amount to the Traveller's Card without prior notice.

### 7. Bonus Points / Cash Rebate Programme

- 7.1 Bonus Points will be offered to the Designated Credit Card Account for all reload transactions from the Designated Credit Card Account to Traveller's Card and in unit of HK\$1 = 1 Bonus Point and round-down to the nearest Bonus Point. If the Designated Credit Card Account is BEA JCB PLATINUM Card, cash rebate will be offered for all reload transactions from the Designated Credit Card Account to Traveller's Card and in unit of HK\$250 reload amount = HK\$1 cash rebate and round-down to the nearest dollar. No Bonus Points will be offered for all transactions made by the Traveller's Card.
- 7.2 For all refund amount from Traveller's Card, Bonus Points will be deducted from the Designated Credit Card Account in unit of HK\$1 = 1 Bonus Point and round-down to the nearest Bonus Point. For the Designated Credit Card Account without sufficient Bonus Points, the Bank will deduct the related amount of Bonus Points and in unit of 200 Bonus Points = HK\$1 and round-down to the nearest dollar without prior notice. If the Designated Credit Card Account is BEA JCB PLATINUM Card, cash rebate will be deducted from the Designated Credit Card Account for all refund amount from Traveller's Card and in unit of HK\$250 refund amount = HK\$1 and round-down to the nearest dollar.

### 8. Balance Enquiry

- 8.1 The Traveller's Cardholder can check the balance on the Traveller's Card by calling the Customer Services Hotline on 3608 6628 or via Cyberbanking. Subject to the Bank's approval, the Cardholder can nominate the Traveller's Card Account to receive Cyberbanking Services upon successful registration at any branch of the Bank, and the use of such facilities is subject to the terms and conditions of Cyberbanking.

- 8.2 Cyberbanking is available for a valid Traveller's Card Account upon successful online registration. The use of such available facilities is subject to the Cyberbanking's terms and conditions governing the use of electronic channels including but not limited to the Internet, mobile phone, personal digital assistant, phone or other channel(s) determined by the Bank from time to time.
- 8.3 Traveller's Cardholder should examine their transactions regularly. The transaction will be considered correct if no discrepancy is reported within 60 days from the related posting date. The Bank reserves the right to reject processing any chargeback request from Traveller's Cardholder, who request over 60 days from the posting day.

### 9. Replacement / Renew Card

- 9.1 A replacement card fee, as specified in the Schedule of Fees & Charges will be levied on the Designated Credit Card Account for all replacement card request include but not limited to card damage, card lost, or change printed name before card expired.
- 9.2 The Traveller's Card is valid for 3 years. The Bank will send the renewed card to Traveller's Cardholder before the Traveller's Card expires. The unused balance of the existing Traveller's Card will be transferred to the renewed Traveller's Card. By activating the Traveller's Card thereafter, the Traveller's Cardholder shall be deemed to have accepted and agreed to be bound by the BEA Traveller's Cardholder Agreement. If Traveller's Cardholder does not need the renewed Traveller's Card, Traveller's Cardholder has to notify the Bank one month before the Traveller's Card expired and return the Traveller's Card to the Bank, which cut in halves for cancellation.
- 9.3 The issuance of renewed Traveller's Card will be subjected the status of the Designated Credit Card Account.

### 10. Loss or theft of Card

The Traveller's Cardholder must report any loss or theft of the Traveller's Card immediately upon discovery of such loss or theft (Tel: 3608 6628) and confirm the same in writing to Card Services Department, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kowloon, Hong Kong and the Traveller's Cardholder shall be fully liable and responsible for all transactions effected by the use of the Traveller's Card whether or not authorised by the Traveller's Cardholder in the event of such loss or theft until notification of such loss or theft has been received by the Bank, provided that in the absence of fraud or gross negligence or providing the Traveller's Card, the maximum liability for such unauthorised transaction before notification of such loss or theft shall not exceed HK\$500. The failure of the Traveller's Cardholder to observe or follow any recommendation of the Bank from time to time regarding the safety and secrecy of the Traveller's Card or the failure to report the loss or theft of the Traveller's Card or loss or theft to the Bank as soon as reasonably practicable upon discovery thereof shall constitute gross negligence. The issuance of a replacement Traveller's Card will be entirely at the discretion of the Bank.

### 11. Set-off / Debt Recovery

- 11.1 In addition of 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 Traveller's Card with any other account which the Traveller's 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 Traveller's 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 Traveller's Cardholder's liability to the Bank under this Agreement.
- 11.2 The Bank may at any time assign the unsettled Traveller's Card to any contractual credit management organisation or collection agency employed at the Bank for debt recovery.

### 12. Termination

- 12.1 The Traveller's Cardholder may at any time terminate the use of the Traveller's Card by a written notice to the Bank accompanied by the return of the Traveller's Card cut in halves. The termination of any Traveller's Card is effective upon the confirmation by the Card and Consumer Finance Department of the Bank on the receipt of the returned Traveller's Card. The Bank may also, at its absolute discretion terminate this Agreement at any time by cancelling the Traveller's 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 Traveller's Card in its Cancellation Bulletin. The Bank shall not be liable for any loss or damage of whatever nature which the Traveller's 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 Traveller's Card must be surrendered to the Bank and the whole of the outstanding on the Traveller's Card Account together with the amount of any outstanding Traveller's Card transactions incurred prior to such termination but not yet charged to the Traveller's Card Account will become immediately due and payable.
- 12.2 The Bank reserves the right to terminate the Traveller's Card usage and / or provide any related services and / or reject any transactions made with a Traveller's Card without prior notice.

- 12.3 The Traveller's Card will be cancelled at the same time if the Designated Credit Card Account is cancelled (whether the cancellation of the Designated Credit Card account is requested by the Traveller's Cardholder). The unused balance of the cancelled Traveller's Card Account will be retained in such Traveller's Card Account and Traveller's Cardholder can request to refund the related unused balance according to Clause 3. The debit balance of the cancelled Traveller's Card Account will be set-off by converting related amount from the Designated Credit Card Account according to Clause 2.5.

### 13. Others

- 13.1 The Bank reserves the right to change the card face design of the Traveller's Card without prior notice.
- 13.2 The Bank reserves the right to add, alter, amend or cancel any these terms and conditions stipulated in this Agreement including but not limited to the service charges, and other fees from time to time with prior notice to the Traveller's Cardholder in any manner the Bank deems appropriate, to be effective irrespective of whether the Traveller's Cardholder has actual notice or knowledge thereof. Such changes will apply to all outstanding balances on the account. By continuing to use the Traveller's Card thereafter, the Traveller's Cardholder shall be deemed to have accepted and agreed to such changes unless the Traveller's Card is returned to the Bank for cancellation prior to the date such alteration shall have effect. In the event of any dispute, the decision of the Bank shall be final.
- 13.3 Any notice shall be deemed to have reached the Traveller's 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.
- 13.4 The Bank may from time to time send to the Traveller's Cardholder informative documents and / or newsletters. It is expressly understood that the Bank should not be responsible or liable for the contents thereof.
- 13.5 For the avoidance of doubt, nothing in these terms and conditions shall prejudice or affect the terms and conditions of the BEA Credit Cardholder Agreement. These terms and conditions shall be addition to and supplemental to the terms and conditions of the BEA Credit Cardholder Agreement.

### 14. Personal Data (Privacy) Ordinance

The Traveller's Cardholder agrees that the Bank may collect, acquire, hold, store, use and disclose details of any 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 Traveller's Cardholder further agrees 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 Traveller's Cardholder has 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.

### 15. Law and Language

- 15.1 The Bank reserves the right to refuse to process, pay, or otherwise act on any instructions in relation to any Traveller's Card transaction(s) that the Bank suspects is / are related to gambling (whether directly or indirectly) or is / are illegal. The Bank also reserves the right to take legal action against the Traveller's Cardholder in respect thereof.
- 15.2 Plurals, Gender, and Persons: Words denoting the singular number only shall include the plural number also; words denoting the masculine gender only shall include the feminine gender also; and words denoting persons only shall include firms and corporations and vice versa.
- 15.3 The word "use" in this Agreement shall include the presentation of the Traveller's Card to obtain goods and / or services.
- 15.4 These terms and conditions are provided both in English and Chinese. In the event of any inconsistency or discrepancy between the English version and the Chinese version of these terms and conditions, the English version shall prevail.
- 15.5 These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

## 東亞銀行旅遊卡持卡人合約

**重要提示：**閣下在開始使用由東亞銀行有限公司發出的旅遊卡前，請仔細閱讀下列旅遊卡持卡人合約，並確保閣下完全明白。閣下一經使用旅遊卡，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) 「旅遊卡」指東亞銀行旅遊卡。
- (iii) 「旅遊卡持卡人」指使用旅遊卡之人士。
- (iv) 「旅遊卡賬戶」指旅遊卡持卡人就本合約在本銀行開立的旅遊卡賬戶。
- (v) 「信用卡」指所有由本銀行發出之VISA普通卡、VISA金卡、VISA白金卡、萬事達卡、萬事達金卡、萬事達白金卡、World萬事達卡及JCB白金卡（以適用者為準），包括主卡及附屬卡，補發或期滿續發卡。
- (vi) 「信用卡持卡人」指獲本銀行發出信用卡之人士，包括主卡及任何附屬卡持卡人。
- (vii) 「東亞銀行信用卡持卡人合約」指由本銀行發出之東亞銀行信用卡持卡人合約（私人賬戶）及不時釐定之修訂並對信用卡持卡人約束。
- (viii) 「指定信用卡賬戶」指替旅遊卡增值及 / 或退款之信用卡賬戶。
- (ix) 「外幣賣出價」指由本銀行不時釐定之電匯賣出價。
- (x) 「外幣買入價」指由本銀行不時釐定之電匯買入價。
- (xi) 「服務收費概覽」指由本銀行發出及不時通知旅遊卡持卡人東亞銀行旅遊卡服務收費概覽，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. 旅遊卡及其使用

- 1.1 本合約內所提及之旅遊卡，乃指所有由本銀行所發出之旅遊卡，包括補發或期滿續發旅遊卡，此等旅遊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，立即交還本銀行。
- 1.2 旅遊卡持卡人必須年滿16歲或以上。旅遊卡持卡人必須以東亞銀行信用卡作為旅遊卡增值及 / 或退款之指定賬戶。指定信用卡賬戶不適用於東亞銀行人民幣信用卡、東亞銀行公司卡及東亞銀行預繳卡。每個信用卡賬戶只限申請同一貨幣之旅遊卡一張。如附屬信用卡持卡人欲申請旅遊卡，附屬信用卡持卡人需得到主卡信用卡持卡人同意及簽署有關旅遊卡申請表方能申請旅遊卡。
- 1.3 旅遊卡持卡人於收到旅遊卡時，必須立即簽署並確認該卡，而此等簽署、確認及 / 或卡之使用將構成旅遊卡持卡人同意受此合約所約束。無論旅遊卡持卡人簽署與否，此旅遊卡只供旅遊卡持卡人使用，並不可轉讓或轉借予他人。不論基於任何目的，旅遊卡持卡人皆不可以此旅遊卡作為抵押品。於任何時間，旅遊卡持卡人均不可容許任何人使用其旅遊卡，並須妥為保存其旅遊卡於其控制下。
- 1.4 旅遊卡為一張本銀行所發出的循環及單一貨幣之儲值卡，只可作零售簽賬。當使用旅遊卡時，旅遊卡持卡人須於消費單據上以相同式樣簽署。倘有不符，旅遊卡持卡人仍需對此等旅遊卡所產生之債務負責。如旅遊卡持卡人欲更改簽名式樣，應先以書面向本銀行申請。
- 1.5 本銀行將為旅遊卡持卡人開立一旅遊卡賬戶，用以記存一切日後因使用此旅遊卡而於消費單據上之款額。旅遊卡持卡人可以其旅遊卡於一般銷售點終端機進行電子交易。
- 1.6 旅遊卡持卡人可於任何VISA特約商號使用旅遊卡購物或取得服務，唯此等旅遊卡之使用不能超過該旅遊卡當時之未用結餘。唯本銀行對於有任何特約商號拒絕接受此旅遊卡，或對於提供之貨物及服務質素，概不負責。旅遊卡持卡人与商號間之任何糾紛，須由雙方自行解決。倘雙方間存在任何索償或爭議，也不免除旅遊卡持卡人對本銀行清償其欠款之責任。如旅遊卡持卡人要求本銀行處理有關旅遊卡賬戶內之賬項爭議，若爭議之賬項最終證實屬旅遊卡持卡人的責任，本銀行將根據賬項數目收取服務收費概覽列明的爭議賬項手續費。

- 1.7 旅遊卡只適用於以終端機進行之零售簽賬，而不適用於人手壓印收據之交易、現金提款、免息分期付款、郵購、電話訂購、自動轉賬、網上購物、賬單繳費、賭場、郵輪、飛機內之簽賬或VISA免簽結賬服務，包括但不限於電影院內購票、停車場、快餐店所進行之交易。旅遊卡持卡人不可將旅遊卡用於任何非法交易，包括但不限於任何與賭博性質有關之交易。
- 1.8 旅遊卡持卡人對本銀行基於此旅遊卡所給予之全部授信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，本銀行得隨意發出旅遊卡予被主卡信用卡持卡人指定為附屬信用卡持卡人的人士。主卡信用卡持卡人須對此旅遊卡及所有附屬信用卡持卡人之旅遊卡，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旅遊卡之使用及於此合約約束下對本銀行之賬項及銀碼負責，直至該旅遊卡依據本合約條文第十二項而註銷終止及退還本銀行。附屬信用卡持卡人僅須負責及承擔由該附屬信用卡所發出之旅遊卡之交易賬項和義務，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旅遊卡，但並不需要承擔主卡或其他附屬信用卡持卡人的義務及其對本銀行所欠之賬項。
- 1.9 因應本合約條文第十項，旅遊卡持卡人同意對任何因行使此旅遊卡進行交易而產生之賬項作出承擔及負責，不論行使此旅遊卡之人士是否為一經合法授權之人士。

### 2. 增值

- 2.1 旅遊卡持卡人可每次選擇不同增值金額為旅遊卡增值，惟旅遊卡必須已經增值而金額必須根據由本銀行不時釐定為每種貨幣所設定之增值單位或其倍數。增值金額將會被計算為零售簽賬並進誌於指定信用卡賬戶內。
- 2.2 旅遊卡持卡人需透過東亞銀行信用卡客戶服務熱線：3608 6628替旅遊卡增值，本銀行將根據不時釐定之該外幣賣出價折算至該旅遊卡之指定貨幣計算並於指定信用卡賬戶收取服務收費概覽列明的增值手續費。交易處理當日並不一定等同增值當日，因此匯率可能受市場浮動所影響。旅遊卡持卡人於星期一至六，晚上7:00前[香港時間]作增值指示，有關增值金額將於於一天早上9:00前轉賬至東亞銀行旅遊卡。星期一至六，晚上7:00後、星期日及公眾假期之增值指示將於下一個工作天處理。所有已登記之增值不能取消或更改及旅遊卡持卡人不得因增值之外幣賣出價而向銀行作出追討。
- 2.3 指定信用卡賬戶必須已經確認、有效及有充足之可用信貸限額情況下，增值服務才能夠如常處理。本銀行於要求增值後的3個工作天內以電話短訊或信件方式通知旅遊卡持卡人有關增值結果，旅遊卡持卡人亦可於3個工作天後經「電子網絡銀行服務」或致電東亞銀行信用卡客戶服務熱線：3608 6628查詢旅遊卡內之未用結餘。如增值指示成功辦理，有關增值金額將會以指定信用卡之貨幣並在指定信用卡賬戶內扣除。
- 2.4 本銀行不時釐定為每張旅遊卡之貨幣設有最高可儲值金額。如旅遊卡賬戶現有或增值後之儲值金額已達到或超過該貨幣之最高可儲值金額，旅遊卡持卡人將不能繼續為旅遊卡增值。
- 2.5 如旅遊卡賬戶之金額為結欠時，本銀行將會自動增值該結欠金額並由指定信用卡賬戶內扣除。所有因旅遊卡賬戶出現結欠而引致之增值款項須根據本銀行不時釐定之該外幣賣出價並兌換至該旅遊卡賬戶之指定貨幣計算。此外，若該增值款項引致指定信用卡賬戶之總結欠超出其信用限額，有關指定信用卡賬戶將會收取東亞銀行信用卡服務收費概覽列明之超出信用額費用。

### 3. 退款

- 3.1 旅遊卡持卡人須致電東亞銀行信用卡客戶服務熱線：3608 6628或以書面通知本銀行安排退回旅遊卡內之未用餘款，而旅遊卡內之未用餘款只可退回到指定信用卡賬戶內並根據本銀行不時釐定之該外幣買入價計算。有關退款金額將會在要求退款後4個工作天內生效。如旅遊卡賬戶沒有充足未用餘款可供退款，本銀行會以電話短訊或信件方式通知旅遊卡持卡人有關退款要求未能成功處理。所有已登記之退款不能取消或更改及旅遊卡持卡人不得因退款之外幣買入價而向銀行作出追討。

- 3.2 如旅遊卡持卡人要求之退款金額於兌換至港幣後少於HK\$0.01，有關退款要求將不被處理。
- 3.3 如旅遊卡持卡人需續發新卡，旅遊卡將會在有效期屆滿後自動失效而旅遊卡持卡人可要求退回旅遊卡內之未用餘款到指定信用卡賬戶內。

#### 4. 不同貨幣 / 海外交易

- 4.1 所有以旅遊卡於海外進行之相同貨幣交易只會收取服務收費概覽列明的海外交易費用，而於海外之不同貨幣交易均會根據本銀行於處理有關交易當日，以VISA國際所釐定的兌換率折算為該旅遊卡之貨幣(該匯率是取自VISA進行交易處理當日之匯率價格)，再加入本銀行所收取服務收費概覽列明的海外不同貨幣交易費用。交易處理當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。
- 4.2 所有以旅遊卡於香港進行之相同貨幣交易均不會收取額外收費，惟於香港進行之不同貨幣交易均會根據本銀行於處理有關交易當日，以VISA國際所釐定的兌換率折算為該旅遊卡之貨幣(該匯率是取自VISA進行交易處理當日之匯率價格)，再加入本銀行所收取服務收費概覽列明的不同貨幣交易費用。交易處理當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。

#### 5. 費用

旅遊卡持卡人知悉並同意繳付有關旅遊卡服務所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，本銀行將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旅遊卡持卡人。

#### 6. 未經授權之交易及調整

當任何以旅遊卡進行之交易涉及未經授權之交易金額(例如：小費)，商戶可將該交易金額加於原交易金額上並於旅遊卡中扣除該交易之總金額。若旅遊卡內之可用儲值金額不足以繳付該總金額，本銀行有權拒絕該交易。若商戶在交易後能提供有關單據證明該交易涉及未經授權之交易金額，本銀行有權在旅遊卡內之可用儲值金額扣除該未經授權之交易金額。

#### 7. 獎分 / 現金回贈計劃

- 7.1 所有以指定信用卡賬戶增值到旅遊卡之增值金額均會獲得獎分並以HK\$1=1獎分(不足1獎分將不被計算在內)進誌到指定信用卡賬戶內。如指定信用卡賬戶為東亞銀行JCB白金卡，所增值到旅遊卡之增值金額均會獲得現金回贈並以HK\$250增值金額=HK\$1(不足HK\$250之增值金額將不被計算在內)現金回贈進誌到東亞銀行JCB白金卡賬戶內。惟以旅遊卡進行之交易均不會獲得獎分。
- 7.2 所有由旅遊卡退款之金額均會從指定信用卡賬戶內扣除相對獎分並以HK\$1=1獎分計算(不足1獎分將不被計算在內)。如指定信用卡賬戶內之獎分不足，本銀行將收取有關獎分之相對金額並以200獎分=HK\$1(不足HK\$1將不被計算在內)而不預先通知。如指定信用卡賬戶為JCB白金卡，所有由旅遊卡退款之金額均會從指定信用卡賬戶內扣除相對現金回贈並以HK\$250退款金額=HK\$1(不足HK\$250之退款金額將不被計算在內)計算。

#### 8. 查詢賬項 / 結餘

- 8.1 旅遊卡持卡人可致電東亞銀行信用卡客戶服務熱線：3608 6628或登入「電子網絡銀行服務」查詢旅遊卡內之結餘。旅遊卡持卡人可向本銀行任何分行申請以其旅遊卡賬戶作一指定賬戶以使用本銀行之「電子網絡銀行服務」。成功申請及經本銀行同意後，旅遊卡持卡人可以使用本銀行之「電子網絡銀行服務」，而應用此等服務將受本銀行之「電子網絡銀行服務」使用規則約束。
- 8.2 旅遊卡持卡人可透過旅遊卡賬戶於網上登記使用本銀行「電子網絡銀行服務」；成功登記後，旅遊卡持卡人在使用此等服務時，將受「電子網絡銀行服務」有關使用指定電子渠道包括但不限於互聯網、流動電話、電子手帳、固網電話或其他經由本銀行不時提供的電子渠道之章則所約束。

- 8.3 旅遊卡持卡人需定期審核其交易紀錄，若本銀行於每項交易的進誌日起60日內仍未收到旅遊卡持卡人查詢，有關交易均作實論。本銀行保留權利拒絕處理任何於進誌日起60日後才提出之賬項爭議。

#### 9. 補發 / 續發新卡

- 9.1 旅遊卡持卡人如需在旅遊卡有效期前補發新卡(包括但不限於損毀、遺失及改名要求)，則須繳付服務收費概覽列明的補發新卡費用或本銀行所釐定之有關發卡費用並於指定信用卡賬戶內扣除。
- 9.2 旅遊卡有效期為3年。本銀行將會在旅遊卡有效期屆滿前安排發出續發卡給旅遊卡持卡人，而旅遊卡內的未用結餘將會轉至續發新卡內。旅遊卡持卡人在確認旅遊卡後即代表接納東亞銀行旅遊卡持卡人合約並受其約束。如旅遊卡持卡人需續發旅遊卡，旅遊卡持卡人須於旅遊卡有效期屆滿前一個月通知本銀行，並於有效期屆滿後交還該旅遊卡予本銀行註銷。
- 9.3 本銀行將根據指定信用卡賬戶之信用狀況決定是否續發有關旅遊卡。

#### 10. 遺失或被竊

如遇旅遊卡遺失，旅遊卡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)。旅遊卡持卡人須完全負責任何於通知生效前因行使此旅遊卡而產生之賬項。而旅遊卡持卡人能於合理時間內及時通知本銀行有關旅遊卡遺失或被竊事宜及並無欺詐或疏忽行為，則旅遊卡持卡人就本銀行接獲旅遊卡之遺失的通知前所產生的賬項所負責之上限為HK\$500。旅遊卡持卡人在保管此旅遊卡未能遵守本銀行不時向旅遊卡持卡人建議之任何保管旅遊卡措施，或未能在合理時間內及時通知本銀行有關旅遊卡遺失或被竊事宜，可被視為疏忽行為論。對於會否繼續發卡，本銀行擁有絕對決定權。

#### 11. 抵銷 / 追收債項

- 11.1 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，將旅遊卡賬戶之欠款，與旅遊卡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)及其他由旅遊卡持有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旅遊卡持卡人依據本合約對本銀行應付之債務。
- 11.2 本銀行可隨時僱用及授權任何收賬公司代表本銀行向旅遊卡持卡人追收任何或所有未清付之賬款。

#### 12. 終止合約

- 12.1 旅遊卡持卡人可隨時以書面通知本銀行終止行使此旅遊卡，並連同剪毀之旅遊卡交回本銀行。註銷任何旅遊卡之生效日期應為在本銀行卡業務及個人貸款部確認收妥經退還之旅遊卡起計算。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旅遊卡 / 或其有關之服務，並將之列載於已作廢旅遊卡名單內。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旅遊卡持有人所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，經註銷之旅遊卡需交還本銀行；而未進誌入旅遊卡賬戶內，但於此合約被終止前已作交易項目款額須立即清付。
- 12.2 本銀行保留權利隨時終止旅遊卡之使用及 / 或提供任何相關服務及 / 或拒絕任何交易而毋須事先通知。
- 12.3 如指定信用卡賬戶已經取消(不論是否旅遊卡持卡人要求)，旅遊卡持卡人之旅遊卡賬戶亦會隨之被取消，而旅遊卡賬戶內之未用結餘將會保留在旅遊卡賬戶內，旅遊卡持卡人可根據第3項條款要求退回該未用結餘金額。如旅遊卡賬戶金額為結欠時，本銀行將根據第2.5項條款從指定信用卡賬戶扣除該結欠之相對港幣金額並用於抵銷旅遊卡賬戶之結欠。

#### 13. 其他

- 13.1 本銀行保留權利隨時更改旅遊卡卡面之設計而不事先通知。
- 13.2 本銀行保留權利隨時新增、修改及 / 或刪除此本合約條款及細則之權利，

包括但不限於調整有關之服務費或其他費用，並以本銀行認為適當之方式事先通知旅遊卡持卡人。惟通知一旦發出，不論旅遊卡持卡人收到與否，均作已知悉論。而旅遊卡賬戶之賬戶未用結餘亦受有關之修訂所約束。於此等修訂生效後，旅遊卡持卡人仍保留或使用其旅遊卡，將被視為接受及同意此等修訂，除非旅遊卡持卡人能於此等修訂生效前將其旅遊卡交回本銀行註銷。如有任何爭議，本銀行保留最終決定權。

- 13.3 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。
- 13.4 本銀行得以向旅遊卡持卡人非定期性地發出有關資料性之函件及 / 或旅遊卡刊物；惟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。
- 13.5 為免生疑問，本合約之條款及細則並不對東亞銀行信用卡持卡人合約中之條款及細則構成任何損害或影響。本合約之條款及細則乃為附加及補充東亞銀行信用卡持卡人合約之條款及細則而定。

#### 14. 個人資料(私隱)條例

旅遊卡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旅遊卡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。旅遊卡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。旅遊卡持卡人有權隨時要求查閱或改正有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。

#### 15. 法律及語言

- 15.1 如本銀行發現任何以旅遊卡進行之交易(不論間接或直接)涉及賭博或違法行為，本銀行有權拒絕處理、支付該交易及 / 或遵照任何有關指示。本銀行亦保留權利向有關旅遊卡持卡人追討法律責任。
- 15.2 此條款及細則內所用之男性詞彙，皆適用於女性；單數字詞亦適用於眾數；意指個人的詞彙亦適用於公司及企業，反之亦然。
- 15.3 本合約內所用之字詞「使用」，代表旅遊卡持行人行使其旅遊卡作購物之交易及 / 或服務。
- 15.4 此條款及細則備有中英文版本。兩者如有任何歧異之處，概以英文版本為準。
- 15.5 本合約乃根據香港特別行政區法律詮釋並受其約束。