

The Bank of East Asia, Limited

Merchant Service Agreement Terms and Conditions

東亞銀行有限公司

商戶服務協議 條款及條件

SECTION 1 – Basic Terms and Conditions

WHEREAS:

- (A) Bank is engaged in general banking business, and Merchant is engaged in selling merchandise and/or services as described in the Application.
- (B) Merchant desires to use, and Bank agrees to provide, Bank's Card and Digital Payment Transaction processing services in connection with Merchant's sale of merchandise and/or services and the parties hereby agree to be bound by the provisions of these Terms and Conditions.

It is MUTUALLY AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

- (a) "Affiliate" shall mean any person(s) or body, whether incorporated or unincorporated, including Bank, participating in the card programme of a Card Association and entitled to issue Cards.
- (b) "Agreement" shall mean The Bank of East Asia, Limited Merchant Service Agreement entered into between Bank and Merchant, comprising the Application and the Terms and Conditions, as amended from time to time.
- (c) "Alipay Processing Services" shall mean the services as described in the Special Terms and Conditions set out in Section 9 of these Terms and Conditions.
- (d) "Annual Fee" shall mean the fee described in Clause 17 of the Basic Terms and Conditions.
- (e) "Application" shall mean the application form completed and signed by Merchant in favour of Bank whereby the parties agree to be bound by the Agreement.
- (f) "Authorisation Centre" shall mean the authorisation and administrative centre of The Bank of East Asia, Limited Card Programme as Bank may designate from time to time.
- (g) "Authorisation Code" shall mean the authorisation code issued by the Authorisation Centre of Bank to Merchant pursuant to Clause 4.2 of the Basic Terms and Conditions.
- (h) "Bank" shall mean The Bank of East Asia, Limited, whose registered office is at 10 Des Voeux Road Central, Hong Kong.
- (i) "Basic Terms and Conditions" shall mean the basic terms and conditions set out herein in Section 1, as the same may be amended from time to time.
- (j) "Business Day" shall mean every day except (1) Saturdays and Sundays in Hong Kong, and (2) where applicable, any other day on which principal commercial banks are not open for business in the countries in which the subject Transaction is effected.
- (k) "Card" shall, unless otherwise specified, mean a valid and unexpired credit card or debit card, other than any Restricted Card, issued by the licensees of a Card Association and bearing such designs or identifications as from time to time advised by Bank.
- (l) "Card Association" shall mean:
 - (1) VISA International;
 - (2) MasterCard International Inc.;
 - (3) UnionPay International Co., Limited;
 - (4) JCB International Co. Ltd., or
 - (5) Discover Financial Services(collectively, the "Card Associations").
- (m) "Card Programme" shall mean:
 - (1) the card programme administered by VISA International (the "VISA Card Programme");
 - (2) the card programme administered by MasterCard International Inc. (the "MasterCard Programme");
 - (3) the card programme administered by UnionPay International Co., Limited (the "UnionPay Card Programme");
 - (4) the card programme administered by JCB International Co. Ltd (the "JCB Card Programme");
 - (5) the card programme administered by Discover Financial Services (the "Discover® Global Network Card Programme").(collectively, the "Card Programmes").
- (n) "Card Sale" shall mean any purchase of goods and/or services from Merchant effected by means of a Card and processed by Bank pursuant to the provisions of this Agreement.
- (o) "Cardholder" shall mean the person to whom a Card is issued by an Affiliate and whose name appears thereon as an authorised user.
- (p) "Chargeback" shall mean any refund or reimbursement by Merchant in favour of Bank in respect of any payment made by Bank in connection with any Transaction as described in Clause 8 of the Basic Terms and Conditions and includes (but is not limited to) any refund or reimbursement in respect of a Transaction effected hereunder which is disputed by the relevant Customer and where notice of such dispute has been given to Bank or the bank issuing the subject Card or the relevant Digital Payment Service Provider.
- (q) "Chargeback Reserve" shall have the meaning given to that term in Clause 19.1(a) of the Basic Terms and Conditions.
- (r) "Credit" shall have the meaning given to that term in Clause 7.1 of the Basic Terms and Conditions.
- (s) "Customer" shall mean a Cardholder or a Digital Payment Service User.
- (t) "Digital Payment Service" shall mean:
 - (1) Alipay Services (as defined in Section 9 of these Terms and Conditions) provided by Alipay Payment Services (HK) Limited;

- (2) WeChat Pay (as defined in Section 10 of these Terms and Conditions) services provided by WeChat Pay Hong Kong Limited; and
- (3) Weixin Pay Cross-Border Payment Services (as defined in Section 11 of these Terms and Conditions) provided by Tenpay Payment Technology Co., Ltd.; and
- (4) such other digital payment service provided by a Digital Payment Service Provider.
- (u) "Digital Payment Service Provider" shall mean:
 - (1) Alipay Payment Services (HK) Limited;
 - (2) WeChat Pay Hong Kong Limited;
 - (3) Tenpay Payment Technology Co., Ltd.; and
 - (4) such other digital payment service provider as designated by Bank from time to time.
- (v) "Digital Payment Service User" shall mean any person who from time to time is accepted by a Digital Payment Service Provider as a user of the Digital Payment Service provided by such Digital Payment Service Provider.
- (w) "Digital Payment Transaction" shall mean any purchase of goods and/or services from Merchant effected by the use of a Wallet and processed by Bank pursuant to the provisions of this Agreement.
- (x) "Discount Rate" shall mean the discount rate referred to in Clause 6 of the Basic Terms and Conditions, or, as the context requires, the discount rate referred to in the relevant Special Terms and Conditions in relation to a particular service, charged by Bank to Merchant at a percentage as advised by Bank from time to time.
- (y) "Dynamic Currency Conversion Programme" shall mean the services as described in the Special Terms and Conditions set out in Section 6 of these Terms and Conditions.
- (z) "E-Commerce Services" shall mean the services as described in the Special Terms and Conditions set out in Section 4 of these Terms and Conditions.
- (aa) "Electronic Data Capture Terminal Services" shall mean the services as described in the Special Terms and Conditions set out in Section 2 of these Terms and Conditions.
- (bb) "Floor Limit" shall mean an amount expressed in Hong Kong Dollars and notified to Merchant by Bank from time to time as being the maximum aggregate amount for which Merchant may accept one or more transactions made with a Card by one Cardholder in one day at any one service outlet operated by Merchant without first obtaining specific authorisation from Bank. Any transactions in excess of this amount require authorisation by the Authorisation Centre prior to execution.
- (cc) "Hong Kong Dollars" or "HKD" shall mean Hong Kong Dollars, the lawful currency of Hong Kong.
- (dd) "Instalment Services" shall mean the services as described in the Special Terms and Conditions set out in Section 5 of these Terms and Conditions.
- (ee) "Mail Order and/or Telephone Order Services" shall mean the services as described in the Special Terms and Conditions set out in Section 3 of these Terms and Conditions.
- (ff) "Merchant" shall mean the merchant whose details are set out in the Application signed by the parties.
- (gg) "Merchant Account" shall mean such account(s) referred to in Clause 6.1 of the Basic Terms and Conditions, in order to facilitate the transfer of payment, debits and credits between parties hereto.
- (hh) "Multi-Currency Pricing Programme" shall mean the services as described in the Special Terms and Conditions set out in Section 7 of these Terms and Conditions.
- (ii) "OFAC" shall mean the U.S. Department of the Treasury's Office of Foreign Assets Control.
- (jj) "Restricted Card" shall mean a Card which Bank had by written notice from time to time instructed Merchant not to accept for any transaction.
- (kk) "Restricted Services" means products or services that constitute, relate to or are ancillary or incidental or attached to, in whole or in part directly or indirectly:
 - (1) pornographic or illicit material or activities of any type or nature;
 - (2) escort services;
 - (3) gambling operations, including but not limited to 'virtual casinos';
 - (4) ticket factoring;
 - (5) pyramid selling;
 - (6) goods, products, services or distributions prohibited by applicable laws or under the rules, regulations or directives of any Card Association or relevant governing body; or
 - (7) goods, products, services or distributions of any class or type, whether or not similar to those specified above, which may be designated from time to time by Bank (in its sole discretion) as being subject to this definition and notice thereof being given to Merchant, provided that no such designation or notice is required for any particular sale to be subject to this definition hereinabove mentioned
- (ll) "Sales Drafts" and "Credit Vouchers" will mean the respective forms provided by Bank to Merchant for the purpose of consummating sales or credits to be charged or credited to the Card account of a Cardholder.
- (mm) "Sanctions" shall mean the economic sanctions maintained under the laws and regulations of the United States of America, including, without limitation, the sanctions administered by OFAC, the sanctions maintained by the United Nations and the sanctions maintained by PRC.
- (nn) "Sanctioned Jurisdiction" shall mean the jurisdictions that are subject to comprehensive U.S. sanctions administered by OFAC, which may be listed on OFAC's Sanctions Programs and Country Information page.
- (oo) "Sanctioned Person" shall mean any individual, entity, or government that is the target of sanctions (1) administered by OFAC (including, without limitation, those persons on OFAC's Specially Designated Nationals and Blocked Persons List) as well as any individual or entity that is located or resident in or organized under the laws of a Sanctioned Jurisdiction, and/or (2) imposed by the UN, and/or (iii) imposed by PRC.

- (pp) "Special Terms and Conditions" shall mean the special terms and conditions set out herein in Sections 2 to 11 as the same may be amended from time to time.
- (qq) "Tap-to-Phone Terminal Services" shall mean the services as described in the Special Terms and Condition set out at Section 8 of these Terms and Conditions.
- (rr) "Terms and Conditions" shall mean the Basic Terms and Conditions and the Special Terms and Conditions.
- (ss) "Total Sale Price" shall mean the gross amount of any Transaction without discount, set-off or other adjustment.
- (tt) "Transaction" shall mean a Card Sale or a Digital Payment Transaction.
- (uu) "Wallet" shall mean a digital wallet operated by a Digital Payment Service Provider.

1.2 Interpretation

- (a) In this Agreement, words denoting one gender shall include all other genders and words denoting the singular shall include the plural and vice versa.
- (b) The parties hereby acknowledge and agree that the Application and the Terms and Conditions form a single agreement (collectively, the "Agreement") between the parties.
- (c) If there is any difference between the English language text of this Agreement and the Chinese language text, for all purposes the English language text shall be conclusive.

1A. Provision of Card and Digital Payment Transaction processing services

- 1A.1 This Agreement applies to all Card and Digital Payment Transaction processing services to be provided to Merchant by Bank. With respect to the provision of Digital Payment Transaction processing service by Bank to Merchant, Clauses 2 to 5 and Clause 6.2 to 6.4 of these Basic Terms and Conditions do not apply.
- 1A.2 The Special Terms and Conditions corresponding to the different payment processing service as enumerated below are annexed to these Basic Terms and Conditions, each of which sets out the terms and conditions on which Bank will provide the payment processing service therein described to Merchant.
 - (a) Section 2 – Special Terms and Conditions: Electronic Data Capture Terminal Services
 - (b) Section 3 – Special Terms and Conditions: Mail Order and/or Telephone Order Services
 - (c) Section 4 – Special Terms and Conditions: E-Commerce Services
 - (d) Section 5 – Special Terms and Conditions: Instalment Services
 - (e) Section 6 – Special Terms and Conditions: Dyanamic Currency Conversion Programme
 - (f) Section 7 – Special Terms and Conditions: Multi-Currency Pricing Programme
 - (g) Section 8 – Special Terms and Conditions: Tap-to-Phone Terminal Services
 - (h) Section 9 – Special Terms and Conditions: Alipay Service
 - (i) Section 10 – Special Terms and Conditions: Wechat Pay Service
 - (j) Section 11 – Special Terms and Conditions: Weixin Pay Cross-Border Payment Service

2. Honouring use of Cards and Completion of Sales Drafts

- 2.1 In effecting Card Sales, Merchant will honour properly tendered Cards and will not discriminate between Cardholders and cash customers or between Cardholders of different Cards. Merchant will sell Merchant's goods and/or services at its regular cash prices, including any special sales price then in effect, without service or carrying charges of any kind and will make no special charge (including what is commonly known as a 'surcharge' or 'commission') or extract any special agreement, condition or security from a Cardholder and without otherwise requiring any Cardholder to pay any part of the discount charged Merchant hereunder and will not refuse to exchange, return, or adjust merchandise purchased if any such exchange, return or adjustment is permitted to cash customers.
- 2.2 Merchant shall record each Card Sale and Credit on an appropriate Sales Draft or Credit Voucher (as the case may be) as provided by Bank. Merchant shall complete all Sales Drafts and Credit Vouchers in accordance with instructions furnished by Bank. All Sales Drafts and Credit Vouchers shall be drawn in Hong Kong Dollars.
- 2.3 All Card Sales processed by Bank with respect to Merchant will represent obligations of Cardholders in amounts set forth therein for merchandise sold or services rendered only, and shall not include or involve any element of credit for any other purpose.
- 2.4 No Card Sale shall be effected when only a part of the amount due is included on a single Sales Draft except under the following circumstances:
 - (a) when the balance of the amount due is paid by Cardholder at the time of sales in cash or by cheque; or
 - (b) when the merchandise and/or service is to be delivered or performed at a later date and one Sales Draft represents a deposit and the second Sales Draft represents the balance of the purchase price, the latter Sales Draft being conditional upon delivery of merchandise and/or performance of services. Authorisation is required if the total amount of the two Sales Drafts exceeds the applicable Floor Limit in the authorisation schedule, as provided in Clause 4 of these Basic Terms and Conditions, and if obtained, such authorisation shall be effective for both Sales Drafts. Merchant shall note on the Sales Drafts the words 'deposit' or 'balance' as appropriate. The Sales Draft labelled 'balance' shall not be presented until the merchandise is delivered or the services performed.
- 2.5 Bank shall have the right, upon notice to Merchant, to accept such other credit and debit and similar cards from such other Card issuers as it may designate from time to time.

3. Unqualified Sales

- 3.1 Merchant shall be fully liable to Bank and fully indemnify Bank and keep Bank fully indemnified against any action, claim, proceeding, demand, cost, expenses, damage, loss, charge, liability of whatever nature arising from or incidental to any Card Sale and Bank shall also have the right at any time to charge Merchant or Merchant's Merchant Account therefor, without notice, in any situation relating to a Card Sale or Merchant's obligations under this Agreement, in particular, where:
- (a) the Card is invalid or forged issued or has been altered, damaged or defaced; or
 - (b) the Personal Identification Number ("PIN") entered is invalid; or
 - (c) the Card appears on any current restricted Card notifications and other current warning notices which are provided to Merchant by or on behalf of Bank at the time the Card Sale was consummated; or
 - (d) the signature on the Sales Draft is not the same as the signature on the Card; or
 - (e) Merchant has not implemented and examined all necessary security features of the Card before completing the Card Sale, or Merchant has implemented and examined all necessary security features of the Card before completing the Card Sale but there is/are suspicious circumstance(s) about the Card or the Cardholder; or
 - (f) merchandise is returned or rejected for whatever reasons or services are disputed or dissatisfied or complained by Cardholder whether or not a Credit is issued or delivered to Bank; or
 - (g) the Cardholder alleges that the Card Sale has been accepted or requested or entered into improperly or wrongfully or incorrectly or without lawful authority or if the authenticity or validity of the transaction is disputed by Cardholder for whatever reason; or
 - (h) the Cardholder disputes the sale, quality, quantity or delivery of merchandise or the performance or quality of services rendered or maintenance or repair and after sales services in relation to such merchandise and services for any Card Sale accepted by such Cardholder or authorised agent or user; or
 - (i) the Card Sale is drawn by, or Credit has been given to, Merchant in circumstances constituting a breach of any term, condition, representation, warranty, or duty of Merchant under the Agreement; or
 - (j) the Card Sale is drawn on redemption of other merchandise; or
 - (k) the extension of credit for merchandise sold or services performed was in violation or breach of any laws or rules or regulations of any governmental agency, local or otherwise; or
 - (l) the Card Sale relates or involves in whole or in part to Restricted Services;
- 3.2 Bank's decision made in good faith under this Clause 3 of the Basic Terms and Conditions shall be conclusive between the parties hereto. Without prejudice to other rights or remedies which Bank is entitled and without limitation to Bank's rights of set-off, lien, charge, pledge, transfer and application of funds however arising, if Bank is entitled to payment or reimbursement from Merchant of any amount however becoming due and payable under this Agreement, Merchant hereby agrees that Bank may at its absolute discretion and without prior notice, give effect to such entitlement by deducting the relevant amount or any part thereof from any accounts whatsoever of Merchant held with Bank. For the avoidance of doubt, Merchant hereby agrees that Bank may, at its sole discretion, combine Merchant's accounts held with Bank when exercising the aforesaid rights.

4. Obtaining Authorisation

- 4.1 In any of the following circumstances, Merchant shall obtain authorisation before completing the transaction:
- (a) the Total Sale Price exceeds the Floor Limits of the then effective authorisation schedule provided to Merchant by Bank, which schedule may be amended by Bank from time to time;
 - (b) Merchant desires to deliver a Sales Draft beyond the period specified in Clause 2 of these Basic Terms and Conditions;
 - (c) the customer does not present his Card; or
 - (d) Merchant believes the Card may be counterfeit or stolen;
 - (e) if the Sales Drafts are drawn improperly or if the Sales Drafts are incomplete, unsigned or illegible;
 - (f) if the presentation of the Card or the proposed transaction arouses suspicion;
 - (g) if the Sales Draft is drawn in circumstances constituting a breach of any term of the Agreement; or
 - (h) if the use of a Card therefor contravenes the laws or regulations of any governmental agency, local or otherwise.
- 4.2 Authorisation must be obtained from the Authorisation Centre. If authorisation is given by the Authorisation Centre, Merchant must complete the Sales Draft by writing on the appropriate area of the Sales Draft the Authorisation Code given by the Authorisation Centre. In the event that Merchant is requested to withhold a Card from a Cardholder (by Bank or issuer of the Card), Merchant shall use its best efforts, by reasonable and peaceful means, to retain the Card or to comply with advice or instruction given by the Authorisation Centre. Merchant will hold Bank harmless from any claims arising from injury to persons or property or other breach of peace. Except in the case of purchases in separate departments of a multiple department store, Merchant shall not use two or more Sales Drafts to circumvent authorisation and shall include all items, goods and services purchased in a single transaction in the total amount on a single Sales Draft.
- 4.3 At all times, Merchant shall obtain an Authorisation Code by using the point-of-sale device/terminal except in the event where the equipment is out of order, where Merchant shall obtain the Authorisation Code by telephone call to the Authorisation Centre and a manual-imprinted Sales Draft shall be used accordingly. Notwithstanding the aforesaid, such manual process is prohibited for Card Sales involving any UnionPay (UP) Card or any Card the account number of which is not embossed thereon. Merchant shall compare the embossed account number with the number displayed and/or printed from the point-of-sale device/terminal. In respect of any Card Sale, such as UnionPay (UP) Card transaction, which requires a customer to enter the PIN for the purpose of authentication, Merchant shall require the customer to input the PIN. The Bank shall provide a Merchant Operation Guide to Merchant and Merchant shall comply with the instructions contained in such Merchant Operation Guide as amended from time to time of Bank.

5. Sales Draft/Credit Voucher Deposit

- 5.1 Without prejudice to the generality of Clause 12 of the Basic Terms and Conditions, Merchant agrees, warrants and represents, and shall be deemed to agree, warrant and represent at the time of each delivery of a Sales Draft and/or Credit Voucher to Bank, that:
- (a) each Sales Draft and Credit Voucher deposited to Bank has been properly imprinted and/or completed at the time of sale with the Card honoured by Merchant and will not constitute as an unqualified sale pursuant to Clauses 3.1(a) to 3.1(l) of these Basic Terms and Conditions and will fully comply with such operating rules and/ or card acceptance procedures or such other rules, regulations or procedures as Bank may from time to time establish;
 - (b) the price, taxes, date, description of merchandise and services, and all other information written on each Sales Draft and Credit Voucher is complete, legible, true and accurate, and the Cardholder has received his copy thereof;
 - (c) unless authorisation has been obtained from the Authorisation Centre, the Transaction reflected on each Sales Draft does not exceed the Floor Limit imposed by Bank;
 - (d) Merchant has performed or will fully and promptly perform all obligations owing to Cardholder resulting from the Transaction represented by each Sales Draft or any other Transaction;
 - (e) Bank may at any reasonable time inspect and/or require production to Bank of and/or make copies of Merchant's books, records and other related supporting documents pertaining to Transactions including but not limited to Merchant's copy of Sales Drafts and/or Credit Voucher, sales order and invoice, suppliers' invoice / order / contract / receipt and other related supporting document, and Merchant agrees to preserve such records for a period of at least 18 months from the date of the Sales Drafts and/or Credit Vouchers. Notwithstanding the aforesaid, if the Transactions involve a debit card or credit card issued by any licensee of UnionPay International Co., Limited, Merchant agrees to preserve all such records, in particular, the Sales Drafts for a period of at least 24 months from the date of the Sales Drafts and/or Credit Vouchers. Merchant shall indemnify and hold Bank harmless in respect of any loss, costs, claim or expense incurred by Bank resulting from loss of such records;
 - (f) all Transactions have been completed in accordance with written instructions from Bank;
 - (g) Merchant shall not present Sales Drafts relating to Transactions which it knows or should have known to be fraudulent or not authorised by the issuer of the Card;
 - (h) if any Sales Drafts that have been submitted for payment as determined by Bank and/or confirmed by the issuer of the Card are deemed as fraudulent sales transactions, Merchant shall indemnify in full and hold Bank harmless should Bank delay/refuse payment or reject processing and return these fraudulent Sales Drafts;
 - (i) Merchant may not present for processing, directly or indirectly, any Sales Draft which did not originate as a result of a genuine transaction between the Cardholder and Merchant;
 - (j) upon request of Bank, Merchant shall submit full or updated (as directed by Bank) financial statement of Merchant to prove that stock intake corresponds/matches with sales turnover to Bank within 7 Business Days; and
 - (k) upon termination of the Agreement and upon the request of Bank, Merchant shall submit all Sales Drafts and/or Credit Vouchers and/or other related supporting documents of the recent 18 months immediately before such request within 7 Business Days.

6. Payments

- 6.1 In order to facilitate the transfer of payment, debits and credits between parties hereto, Merchant may maintain a commercial checking account with Bank, subject to Bank's usual commercial account service charges ("Merchant Account").
- 6.2 Each Sales Draft and each Credit Voucher shall be directly delivered by Merchant not later than the third banking Business Day following the date of its issuance, except under the circumstance of any delayed delivery sale where the Sales Draft for the balance of the purchase price is not to be presented until the merchandise is delivered or the services performed.
- 6.3 Subject to the provisions of the Agreement, payment shall be effected by credit to the Merchant Account or by cheque drawn on Bank payable to Merchant or in such manner as may be agreed between Bank and Merchant. Bank shall pay to Merchant the Total Sale Price of each Card Sale, within such period of time as it may in its absolute discretion predetermine and notify to Merchant, less a percentage (the "Discount Rate") of such Total Sale Price, such Discount Rate to be notified by Bank to Merchant, and less the Chargeback Reserve if any. The Discount Rate may be amended, from time to time, upon 30 days written notice to Merchant. The Discount Rate to be deducted from the Total Sale Price shall be at that Discount Rate which is in effect at the time of the Card Sale. Bank may require Merchant to open or maintain a current or other account with or procure any other service of Bank, which is sufficient if Bank believes that it is advisable or essential to the operation of the applicable card plan, from Bank or its subsidiaries.
- 6.4 Merchant shall be liable for any loss of Sales Drafts and Bank reserves all rights to make adjustment on such payment after reconciliation of Sales Drafts. The full amount of Credit Vouchers, if any, will be deducted from the amount of Sales Drafts deposited before charging the Discount Fee. All figures are subject to final audit and checking by Bank, and Merchant agrees that in case of any inaccuracies Bank may charge or credit Merchant's Merchant Account, without notice, or bill Merchant, such bill to be payable upon receipt, or send its cheque to Merchant, for any deficiencies or overages, as the case may be, and Bank's decision made in good faith shall be conclusive between the parties for this purpose. The preparation and delivery of Card Sales to Bank by Merchant shall constitute an endorsement to Bank by Merchant of each Card Sale for processing, and Sales Drafts will be deemed presented to Bank upon receipt by the Authorisation Centre or at such other location as bank designates in writing.

- 6.5 Except as set forth in Clause 7 of the Basic Terms and Conditions, Bank shall have the sole right to receive payments on Transactions processed by Bank. Merchant agrees not to sue or to make any collections thereon, except as may be specifically authorised by Bank in writing. In the event of such authorisation, Merchant agrees to hold all collections, if any, on trust for Bank only and to deliver it immediately to Bank upon receipt. All electronic and digital records, electronic sales drafts, electronic credit vouchers, electronic acknowledgements and other supporting records as may be required from time to time by Bank with respect to Transactions should be provided to Bank by Merchant in accordance with the rules and regulations of the Card Association applicable to the Card or the rules and regulations of the Digital Payment Service Provider applicable to the Wallet (as the case may be) utilised in the relevant transactions.

7. Credits

- 7.1 All disputes between Merchant and Customer or any other person (including a situation where the purchaser in respect of a Card Sale is not the person whose name appears as Cardholder) shall be settled between Merchant and such Customer or other person. Merchant will establish a fair policy for adjustments, including the exchange or return of merchandise and correction of unsatisfactory service, and process a credit ("Credit") and issue a Credit Voucher therefor in accordance with requirements of Bank. Such requirements may change from time to time as Bank sees fit and necessary.
- 7.2 No cash refunds will be given on any items originally purchased through the use of a Card or a Wallet. Bank, upon receipt of such Credit Vouchers, will charge Merchant's Merchant Account, if one is maintained, and if none is maintained, will bill Merchant such bill to be payable upon receipt or by deduction from any amount payable to Merchant in such manner as determined by Bank, for the face amount of the Credit Vouchers. Concurrently therewith, thereafter or by direct deduction prior to the charge to said Merchant Account or issuance of said bill, as determined by Bank at its option, Bank will refund to Merchant, through said Merchant Account, or by credit to said bill the applicable Discount Fee if previously collected by Bank.
- 7.3 If a dispute arises or exists between Merchant and any other person in relation to the quality, condition, characteristics or delivery of any goods and services, or any other representation made in connection with the Transaction, Merchant agrees to defend Bank against all claims and to indemnify in full and hold Bank harmless from all costs, losses and liability (including attorney's fees) resulting from such dispute.

8. Chargebacks

If Bank determines that any warranty made by Merchant has been breached, that any representation made by Merchant was untrue when made or deemed made, or that a bona fide dispute has arisen or exists between Merchant and the Customer in relation to merchandise or services as described in Clause 7 of these Basic Terms and Conditions then Bank shall refuse to pay Merchant on account of any Transaction or Sales Drafts deposited (if applicable), and Merchant shall forthwith pay to Bank or Bank may withdraw from the Merchant Account or from any other account which Merchant may maintain with Bank the amount which Bank previously paid to Merchant on account of any Transaction or Sales Drafts (if applicable) which Bank determines to be affected thereby (a "Chargeback"). Bank's good faith determination made under this Clause shall be conclusive between the parties and in the event that such Chargeback, as provided in this Clause results in an overdraft to the Merchant Account, if one is maintained, Merchant shall pay such overdraft to Bank immediately.

9. Collections on Transactions

Bank shall have the sole right to receive payment on Transactions effected under the Agreement and/or on Sales Drafts tendered to Bank (if applicable), unless charged back to Merchant in accordance with Clause 8 of the Basic Terms and Conditions. Merchant will not accept any such payments or agrees not to sue or make any claim or any collection thereon and hereby assigns to Bank all its right, title and interest in and to all Transactions (whether or not evidenced on Sales Drafts).

10. Debt Collections

Should Merchant become indebted to Bank because (a) the total amount of Credit Vouchers deposited exceeds the total amount of Transactions effected; (b) Bank has paid Merchant amounts greater than Merchant is entitled to hereunder; (c) Merchant has failed to pay any amount due under Clause 8 of these Basic Terms and Conditions; (d) Merchant has failed and/or refused to deliver to Bank all the Sales Drafts and/or Credit Vouchers as described in Clause 6 of these Basic Terms and Conditions; (e) Merchant has failed to comply with the provisions of the Clause 5 of these Basic Terms and Conditions; or (f) for any other reason, Bank shall either retain such amounts from payments then or thereafter due to Merchant or collect such debt(s) in whatever way Bank thinks fit. Merchant further agrees that Bank has the right to charge, combine and consolidate any of Merchant's account(s) maintained with Bank with or without prior notice. Bank may levy a handling fee for its good faith collection process and may employ debt collection agencies to collect the outstanding amount. Merchant authorises Bank to disclose information regarding Merchant's details and account to debt collection agencies employed by Bank. Merchant shall indemnify Bank in respect of all fees, costs and expenses incurred in the debt recovery process.

11. Promotion of the Card and Digital Payment Services

Merchant shall promptly and adequately display and exhibit such decals, advertising displays (including digital or electronic displays) and other promotional material concerning the Card Programmes and the Digital Payment Services, as may be furnished to it by Bank for advising the public that payment by means of Cards and/or Wallets will be honoured by Merchant or for any other promotional purposes. Merchant will not charge Customer any additional amount for making a purchase by the use of a Card or a Wallet as opposed to any other method of settling the cost price of the provision of goods and services. Merchant will not display any other advertising materials that identify or make use of the service mark or name of any Card Association or Digital Payment Service Provider unless approved by Bank. Merchant irrevocably authorises Bank to include Merchant's name in any directory or promotional material produced in connection with the Card Programmes and the Digital Payment Services.

12. Representations and Warranties

- 12.1 As to each Transaction Merchant delivers to Bank and the transaction it evidences, Merchant will be deemed to represent and warrant to Bank that:
- (a) it represents a bona fide sale of only merchandise or services in the ordinary course of business for the Total Sale Price;
 - (b) Merchant has duly performed all its obligations to the Customer in connection with the transaction evidenced thereby including but not limiting to the provision of such after-sales services for the goods sold or services rendered to Customer and to ensure that all goods (including the packaging thereof) are in good and merchantable condition in conformity in all respects with the description and specifications set out in all advertising materials;
 - (c) it is, in all respects, as required by and in compliance with the Agreement, and all laws, rules and regulations, governing the same, including that the subject Transaction is not with respect to or in connection with prohibited activities under Clause 13 of these Basic Terms and Conditions or Restricted Services;
 - (d) Merchant has no knowledge or notice whether actual or implied that would impair or affect the validity of the sale or the enforceability or collection thereof as against the named Customer;
 - (e) it will not incur any liability on behalf of Bank or in any way pledge or purport to pledge Bank's credit or accept any order or make any contract binding upon Bank or give or make or purport to give or make any warranty or representation on behalf of Bank; and/or
 - (f) if any dispute arises between Merchant and a Customer in relation to the Transaction, to forthwith inform Bank of the dispute and not without Bank's consent in writing take any proceedings in respect of or compromise the dispute or grant any release thereto if any liability on the part of Bank may thereby arise.
- 12.2 As to any access of the system for processing services provided by Bank for Transactions made by Merchant, Merchant will be deemed to represent and warrant to Bank that:
- (a) it shall maintain confidentiality of the authentication method, including but not limited to any user ID or password, that it uses to access such system;
 - (b) it shall comply with the Personal Data (Privacy) Ordinance in relation to personal data sent to such system, which may be used by Bank or for the purposes of its operation or otherwise;
 - (c) it shall not access, or permit any party to access, such system for any purpose other than to access an available service; and
 - (d) it shall comply with the guidelines or directions with regard to such system as prescribed by Bank from time to time.
- 12.3 Merchant further warrants that (a) it is not a Sanctioned Person and (b) it is not located in or organized under the laws of a Sanctioned Jurisdiction.

13. Prohibited activities and Restricted Services

- 13.1 Merchant will not engage or be involved in any money laundering activities or any other illegal activities or the sale of Restricted Services.
- 13.2 Merchant hereby covenants and agrees to fully indemnify and save harmless Bank from and against any loss or damage suffered by Bank and/or any of their respective employees, officers and directors and their respective successors and assigns as a result of any breach or non-compliance of the provisions of Clause 13.1 of these Basic Terms and Conditions by Merchant, including, without limitation, all costs and expenses (including legal fees incurred in connection with any such loss or damage as incurred or will be included by Bank).

14. Covenants and undertakings

- 14.1 Merchant covenants and undertakes to and with Bank to:
- (a) observe and comply with the applicable legislative and regulatory requirements, rules, regulations, codes and promulgated procedures as Bank, Card Associations or Digital Payment Service Providers may prescribe for credit, debit and similar card sales and digital payment transactions (as the case may be), from time to time. Merchant acknowledges and agrees that all such rules, regulations, codes and procedures shall be deemed to form a part of the Agreement and are incorporated herein by reference;
 - (b) unless otherwise prescribed in the applicable Special Terms and Conditions, preserve all digital, electronic and other records pertaining to Transactions and Credits as may be required by Bank for a period of at least three years from the date thereof and permit Bank to examine and verify such records at any reasonable time as requested by Bank;
 - (c) execute and file such statement and notices as Bank may request to preserve or protect their respective interests hereunder;
 - (d) agree to fully indemnify and save harmless Bank and their respective employees, officers and directors and their respective successors and assigns against all actions, causes of action, proceedings, liability, claims, damages and costs whatsoever (including without limitation legal costs and expenses), interposed by any party or persons by way of action, claim, suit, defence, dispute, offset, cross-claim or counterclaim, that may now or at any future time directly or indirectly arise relating to any Transaction processed by Bank or out of the processing of Transactions, provided that such claim, damage or other liability is not attributable to any gross negligence or wilful misconduct on the part of Bank;
 - (e) subject to Clause 9 of these Basic Terms and Conditions, waive notice of default or non-payment, protest or notice of protest, demand for payment and any demand or notice in connection with any Transaction, or the Agreement, and consents to all extensions or compromises given to any Customer and Merchant agrees that such does not affect any liability of Merchant hereunder;

- (f) not license or purport to license any sub-merchants or sub-licensees with respect to the services provided by Bank hereunder;
- (g) not violate any Sanctions, and to co-operate fully with Bank, Card Associations and Digital Payment Service Providers with any requests related to Sanctions screenings;
- (h) not (i) make or offer to make or solicit any payment or gift directly or indirectly to or (ii) accept any payment or gift directly or indirectly from, any government entity, public entity, state-owned enterprise, political party (or candidate for political office), privately-owned entity, or any employee, officer, or representative thereof under circumstances in which such payment or gift could constitute a bribe, kickback or illegal payment under all applicable laws in relation to anti-bribery and anti-corruption (including but not limited to the U.S. Foreign Corrupt Practices Act, UK Bribery Act, the Prevention of Bribery Ordinance (Cap. 201) of the laws of Hong Kong, the Criminal Law of the People's Republic of China, and the Anti-Unfair Competition Law of the People's Republic of China); and
- (i) make, cause or authorise any third party to make or cause any bribes, kickbacks, or illegal payments for the purpose of influencing a person's acts or decisions or in order to obtain or retain business, or obtain undue competitive advantages, in connection with the services provided/received hereunder under any circumstances.

15. Notices

- 15.1 All notices, requests, demands or other communications required or permitted to be given by one party to another under the Agreement must be given in writing by personal delivery, or by registered mail, postage prepaid, addressed to the other party or parties at the address set out on the Application or at such party or parties' other address if changed by notice given in accordance with this Clause 15.1 or Clause 15.2 of these Basic Terms and Conditions. Such notices, requests, demands or other communications will be deemed to have been received when delivered if delivered personally (unless the date of delivery is not a Business Day or is delivered or sent after Bank's working hours in which case the notice, request, demand or other communication shall be deemed to have been received on the next following Business Day). During any interruption in regular postal service, all notices, requests, demands or other communications must be delivered personally or sent by facsimile transmission.
- 15.2 Notwithstanding Clause 15.1 of these Basic Terms and Conditions, all notices, requests, demands or other communications required or permitted to be given by one party to another party under the Agreement may be sent to the receiving party's facsimile number as notified by such party to the other in accordance with either Clause 15.1 or this Clause 15.2 of these Basic Terms and Conditions. Notices, requests, demands or other communications sent by facsimile transmission will be deemed to have been received when transmitted (provided that the transmission is confirmed by the transmission report) unless the date of delivery is not a Business Day or the transmission is sent after Bank's working hours, in which case the notice, request, demand or other communication shall be deemed to have been received on the next Business Day.

16. Protection of Personal Data and Confidentiality

- 16.1 Any information obtained by Merchant from a Customer by reason of Merchant's participation in The Bank of East Asia, Limited Merchant Card Programme and other payment processing service programmes shall not be disclosed (except in the ordinary course of Merchant's business) in any way by Merchant to any person other than Bank without the Customer's written consent. Each party shall fully and strictly comply with all requirements of the Personal Data (Privacy) Ordinance in respect of personal data relating to a Customer.
- 16.2 Bank and Merchant each acknowledges that it may acquire information about the business, operations, customers and financial condition of the other and Bank in connection with Transactions, and that this information and the provisions of the Agreement are confidential ("Confidential Information"). Bank and Merchant each agrees that it shall not disclose Confidential Information about the other party to any third party without obtaining prior written consent, except that Bank will be entitled to disclose information concerning Merchant to any agent or subcontractor appointed or engaged by Bank or to any other persons for any purpose in connection with any Card or other payment processing products. Confidential Information does not include information in the public domain or otherwise publicly disseminated. Confidential Information may be disclosed by Bank concerning Merchant pursuant to the request or requirement of the Card Associations, the Digital Payment Service Providers, any governmental agency, applicable stock exchange, securities commission or similar statutory or regulatory authority, pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defence of any claims or causes of action asserted against it.
- 16.3 The provisions of this Clause 16 shall continue in force after the termination of the Agreement in respect of the information obtained during the period for which this Agreement is otherwise effective.

17. Other Fees

Bank may levy Merchant an annual fee ("Annual Fee"), payment gateway licence fee, SIM card DATA fee, tokenization fee and/or any other fees, to be determined by Bank and subject to change from time to time at its absolute discretion by giving 30 days prior notice to Merchant. Bank has the right to deduct the aforesaid fee(s) and any other fees from Merchant Account and/or from any other account(s) which Merchant may maintain with Bank.

18. Pledge

Upon request of Bank, a pledge, charge, lien, mortgage or likewise of pre-determined type of securities and properties with value, including but not limited to Time Deposits, Bank Guarantees, Standby Letters of Credit and Properties, both real and personal, shall be provided by Merchant to Bank forthwith for the services provided to Merchant under the Agreement.

19. Chargeback Reserve

- 19.1 Merchant hereby agrees that Bank shall have the right to:
- (a) retain such percentage of the total gross sales from all Transactions or such other amount as Bank deems fit in any particular period as security for Chargebacks ("Chargeback Reserve") without giving any prior notice. Bank may retain such amount as security for as long as Bank may require and at the end of which such amount retained as security shall be released to Merchant without interest; and/or
 - (b) require that Merchant deposit and pledge with Bank and/or provide a personal guarantee in favour of Bank, as security for any Chargeback, an amount equal to a percentage of the anticipated total gross sales from all Transactions for a period of one year or such other period as Bank may require, such amount to be determined by Bank in its sole discretion. Merchant hereby agrees that Merchant shall execute in its own capacity and/or procure such person to execute the relevant documents as required by Bank forthwith to effectuate such arrangement.
- 19.2 Bank shall be entitled to exercise its rights under Clause 19.1 of these Basic Terms and Conditions as many times as it thinks fit and such provision shall continue to apply on a rolling basis until termination of this Agreement at which Bank shall be entitled to continue to hold such amount as the security for any Chargeback for 180 days from the date of such termination.
- 19.3
- (a) The percentage of gross sales or the amount (as the case may be) to be secured against Chargebacks will be reviewed periodically and adjusted as necessary by Bank and Merchant shall consent to such change or adjustment without objection thereto.
 - (b) In the event of a Chargeback or other financial adjustment to a Merchant Account is made, Bank shall be entitled to first offset such Chargeback or financial adjustment against any outstanding funds payable by Bank to Merchant in respect of Transactions delivered to that Merchant Account.
 - (c) Thereafter, if the outstanding funds payable by Bank to Merchant for Transactions are insufficient to satisfy that Chargeback or financial adjustment, then Bank will so notify Merchant and give Merchant an opportunity to satisfy or otherwise provide security for such Chargeback or financial adjustment within three Business Days of Merchant's receipt of such notice as Bank sees fit. If Merchant fails to satisfy or otherwise provide security for such Chargeback or financial adjustment within the prescribed time, then Bank may at its sole discretion debit any other accounts of Merchant maintained with Bank.

20. Termination

- 20.1 This Agreement may be terminated by either party effective immediately upon receipt of written notice of termination by personal delivery, telegram, registered mail or any other means.
- 20.2 Without prejudice to any right which Bank may have against Merchant prior to the termination of this Agreement, upon the happening of all or any of the following events this Agreement shall automatically and without any prior notice determine:
- (a) if Merchant is a limited company or corporation, Merchant is petitioned to be wound up or Merchant is dissolved whether voluntarily or compulsorily;
 - (b) if Merchant is an individual or partnership, such individual or any one of the partners receives a statutory demand under the Bankruptcy Ordinance, Cap. 6, has a bankruptcy petition against him by any person for any reason whatsoever or otherwise becomes insolvent;
 - (c) Merchant enters into any arrangement or composition with Merchant's creditors or if a substantial part of Merchant's property is seized or suffers any distress or execution to be levied on or appointment of a receiver over or exercise of a lien over Merchant's goods;
 - (d) if Merchant is in breach of any of its obligations under this Agreement; or
 - (e) if Merchant discontinues the operation or changes the form, management, operations or ownership of his business.
- 20.3 Notwithstanding the foregoing in this Clause 20, Bank reserves the right to terminate this Agreement with immediate effect by written notice should Bank suspect on reasonable grounds that Merchant is involved in any fraudulent Transaction, any money laundering activities or any other illegal activities, or any prohibited activities as described in Clause 13 of these Basic Terms and Conditions or the sale of Restricted Services.
- 20.4 Termination of this Agreement shall not relieve either party of any liability or obligation either arising prior to termination or for breach of this Agreement or as may be otherwise established. Any unfulfilled orders placed by Customers and accepted by Bank before such termination shall continue to be fulfilled by Merchant subject to the provisions of this Agreement.
- 20.5 All items supplied to Merchant by Bank in connection with The Bank of East Asia, Limited Merchant Card Programme or payment processing services, such as Sales Drafts imprinters (except where Merchant has purchased such imprinters from Bank, in which case Bank is no longer liable therefore), blank Sales Drafts, Credit Vouchers, authorisation terminals and promotional materials, are supplied upon the condition that they remain at all times the property of Bank and will be returned to Bank upon such termination. Merchant shall compensate Bank for any alteration or damage to such items. In no event shall Merchant display any signs or notices to the effect that Cards are no longer accepted by Merchant.
- 20.6 At any time before termination of this Agreement, Bank may at its sole discretion, serve notice in writing to Merchant with immediate effect, to suspend the service provided by Bank to Merchant pursuant to the terms of the Agreement and/or suspend payment as described in Clause 6 of these Basic Terms and Conditions or in the applicable Special Terms and Conditions upon suspected fraud, irregular transactions or disputes or freeze or suspend Banking / Time Deposit / Current Account / Saving Account, maintained by Merchant with Bank for the purpose of investigation and inspection of documents, for such period as Bank thinks fit and Merchant hereby agrees to waive all its rights to claim against Bank for any loss, damage, compensation, cost, interest whatsoever arising therefrom. Reinstatement by Bank of services to Merchant pursuant to the terms of this Agreement shall be at the sole discretion of Bank and on such terms and conditions as Bank shall determine absolutely.

21. Force Majeure

Neither party shall be in breach of this Agreement or liable to the other with respect to any complete or partial failure performance by its duties or obligations under this Agreement occasioned by any act of God, fire, active government or state, war, civil commotion, insurrection, embargo, or other cause beyond the control of either party. For greater certainty, the provisions of this Clause shall apply to Bank and Bank shall have no responsibility with respect to or arising out of any disruption of its processing services. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of any such causes the operation of this Agreement shall be suspended during the period (and only during the period) during which such cause continues to have effect.

22. Terms Relating to Intellectual Property

- 22.1 Nothing in this Agreement grants either party any rights in or under the intellectual property (whether trademarks, copyrights, patents, know-how or otherwise) of the other party and neither party shall use the intellectual property of the other party without prior written consent, such consent to be subject to such terms and conditions as the party granting such consent may require. No use by one party under this Agreement of the other's intellectual property shall confer upon the first party any rights in or under such intellectual property. All rights connected with or rising out of such use accrue to the owner of the intellectual property in question.
- 22.2 Each party agrees that it will fully indemnify the other party against all liabilities, costs, charges and expenses (including legal expenses) arising out of all actions, claims, demands and proceedings brought against that party (including without limitation claims of infringement brought by third parties) arising out of or connected with its use of the first party's intellectual property if such use was approved according to Clause 22.1 of these Basic Terms and Conditions.

23. Amendment

The terms and conditions of this Agreement may be amended, altered or qualified by Bank at any time and from time to time by giving 30 days' prior notice in writing from Bank to Merchant, and such amendment, alteration or qualification shall be deemed to be effective and binding on Merchant upon expiry of such 30 days' notice.

24. Miscellaneous

- 24.1 Bank shall have the right, on written notice to Merchant, to assign this Agreement or all or any portion of its right hereunder to any party which Bank sees fit. Merchant shall not have the right to assign this Agreement or its rights hereunder without the prior written consent of Bank.
- 24.2 This Agreement is binding upon and shall ensure to the benefit of the parties and their respective successors and permitted assigns.
- 24.3 Time is of the essence of this Agreement and of every part thereof.
- 24.4 Where Merchant is more than one person, all or any of the provisions of this Agreement are and shall be deemed to have been made by Merchant jointly and severally.
- 24.5 Bank shall be entitled to reimbursement from Merchant for all legal costs, including without limitation those of internal legal counsel, and other costs incurred in any dispute concerning this Agreement.
- 24.6 If any provision of this Agreement is ruled invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect as if the invalid portion had been omitted from this Agreement.
- 24.7 This Agreement constitutes the entire agreement between Merchant and Bank relating to its subject matter, and supersedes all proposals or other communications oral or written, relation to that subject matter. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations, warranties, conditions, promises, agreements or statements whatsoever not incorporated herein and made a part hereof.
- 24.8 This Agreement shall not operate to constitute Merchant a partner agent or representative of Bank and Merchant shall not represent itself as such agent or as having any power or authority to incur any obligation of any nature express or implied on behalf of Bank and shall not bind or pledge the credit of Bank or attempt or purport to do any of such things.
- 24.9 No person other than Merchant, Bank or the applicable Digital Payment Service Provider will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of this Agreement.
- 24.10 This Agreement shall be construed and enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

第 1 項 —— 基礎條款及條件

鑒於：

- (a) 本行從事一般銀行業務；而商戶則從事申請表內所述各類商品及/或服務的銷售。
- (b) 商戶意欲使用，且本行同意提供有關商戶出售其商品及/或服務的本行卡與數碼支付交易處理服務，雙方特此同意受本條款及條件之條文約束。

雙方茲同意：

1. 釋義及詮釋

1.1 釋義

- (a) 「聯號成員」指無論其是法人或非法人團體，現正參與發卡組織的卡計劃並有發卡權的任何人士或團體(包括本行在內)。
- (b) 「本協議」指本行與商戶之間訂立的東亞銀行有限公司商戶服務協議，包括申請表及本條款及條件，可不時修訂。
- (c) 「Alipay 處理服務」指本條款及條件第 9 項所載特殊條款及條件內所述的服務。
- (d) 「年費」指基礎條款及條件第 17 條所述費用。
- (e) 「申請表」指商戶為本行填妥及簽署之申請表，據此，雙方同意受本協議約束。
- (f) 「授權中心」指東亞銀行有限公司卡計劃之授權及管理中心，可由本行不時指定。
- (g) 「授權編號」指根據基礎條款及條件第 4.2 條，本行授權中心向商戶發出的授權編號。
- (h) 「本行」指東亞銀行有限公司，其註冊辦事處位於香港德輔道中 10 號。
- (i) 「基礎條款及條件」指本條款及條件第 1 項所載之基礎條款及條件，可不時修訂。
- (j) 「營業日」指每一日，除(1)星期六、星期日(香港)；及(2)(如適用)在有相關交易的國家的主要商業銀行暫停營業的任何其他日子。
- (k) 「卡」指除另有指明外，由發卡組織持牌人所發行的有效及尚未到期的信用卡或借記卡(任何受限制卡除外)，其上印有本行不時建議的有關設計或識別證明。
- (l) 「發卡組織」指：
 - (1) 威士國際組織；
 - (2) 萬事達卡國際組織；
 - (3) 銀聯國際有限公司；
 - (4) JCB International Co. Ltd.；或
 - (5) Discover Financial Services (統稱「發卡組織」)。
- (m) 「卡計劃」指：
 - (1) 威士國際組織管理的卡計劃(「威士卡計劃」)；
 - (2) 萬事達卡國際組織管理的卡計劃(「萬事達卡計劃」)；
 - (3) 銀聯國際有限公司管理的卡計劃(「銀聯卡計劃」)；
 - (4) JCB International Co. Ltd. 管理的卡計劃(「JCB 卡計劃」) 或
 - (5) Discover Financial Services 管理的卡計劃(「Discover® Global Network 卡計劃」)(統稱「卡計劃」)。
- (n) 「卡銷售」指根據本協議條文，透過卡向商戶購買貨品及/或服務，此過程經由本行處理。
- (o) 「持卡人」指聯號成員向其發卡，且其姓名作為授權用戶印於卡上的人士。
- (p) 「拒付」指商戶針對本行就基礎條款及條件第 8 條所述任何交易作出的任何付款，有利於本行而作出的任何退款或償付，包括(但不限於)就在本協議下進行且相關客戶提出爭議的交易作出的任何退款或償還，而有關爭議已知會本行或發行主卡的銀行或相關數碼支付服務供應商。
- (q) 「拒付儲備金」指基礎條款及條件第 19.1(a)條下該詞彙所具涵義。
- (r) 「貸記」指基礎條款及條件第 7.1 條下該詞彙所具涵義；
- (s) 「客戶」指持卡人或數碼支付服務用戶。
- (t) 「數碼支付服務」指：
 - (1) 由 Alipay Payment Services (HK) Limited 提供的 Alipay 服務(定義見本條款及條件第 9 項)；
 - (2) 由 WeChat Pay Hong Kong Limited 提供的 WeChat Pay 服務(定義見本條款及條件第 10 項)；
 - (3) 由 Tenpay Payment Technology Co., Ltd 提供的 Weixin Pay 跨境支付服務(定義見本條款及條件第 11 項)；
 - (4) 由數碼支付服務供應商提供的其他數碼支付服務。
- (u) 「數碼支付服務供應商」指：
 - (1) Alipay Payment Services (HK) Limited；
 - (2) WeChat Pay Hong Kong Limited；
 - (3) Tenpay Payment Technology Co., Ltd.；及
 - (4) 本行不時指定的其他數碼支付服務供應商。
- (v) 「數碼支付服務用戶」指不時被數碼支付服務供應商接納為該等數碼支付服務供應商提供的數碼支付服務用戶的任何人士。

- (w) 「數碼支付交易」指透過使用錢包，並由本行依據本協議處理之任何向商戶購買商品及/或服務之交易。
- (x) 「回扣率」指基礎條款及條件第 6 條所述的回扣率，或如文意規定，指相關特殊條款及條件內所述有關特殊服務的回扣率，由本行按其不時釐定的比率向商戶收取。
- (y) 「個人化貨幣價格計劃」指本條款及條件第 6 項所載特殊條款及條件內所述的服務。
- (z) 「電子商貿服務」指本條款及條件第 4 項所載特殊條款及條件內所述的服務。
- (aa) 「電子資料終端機服務」指本條款及條件第 2 項所載特殊條款及條件內所述的服務。
- (bb) 「最高限額」指本行不時知會商戶，以港元列值的款額，即商戶毋須事先取得本行特別授權，每日可於其所經營的任何一所服務店舖，接受每名持卡人於一項或多項交易中以卡付款的最高總額。倘交易款額超出此限額，則須在進行交易前取得授權中心授權，方可作實。
- (cc) 「港元」或「HKD」指香港的法定貨幣港元。
- (dd) 「分期付款服務」指本條款及條件第 5 項所載特殊條款及條件內所述的服務。
- (ee) 「郵寄訂購及/或電話訂購服務」指本條款及條件第 3 項所載特殊條款及條件內所述的服務。
- (ff) 「商戶」指商戶，其詳情載於雙方簽署之申請表。
- (gg) 「商戶賬戶」指基礎條款及條件第 6.1 條所述的有關賬戶，以促成本協議雙方之間的付款及借貸往來。
- (hh) 「多種貨幣定價計劃」指本條款及條件第 7 項所載特殊條款及條件內所述的服務。
- (ii) 「OFAC」指美國財政部外國資產管制辦公室。
- (jj) 「受限制卡」指本行就任何交易不時書面通知指示商戶不予接納的卡。
- (kk) 「受限制服務」指其全部或部份直接或間接構成、有關、附屬、附帶或附加於下述各項的產品或服務：
 - (1) 任何類別或性質的色情或非法資料或活動；
 - (2) 伴遊服務；
 - (3) 賭博業務(包括但不限於「虛擬賭場」)；
 - (4) 炒賣門票；
 - (5) 層壓式推銷；
 - (6) 適用法律或任何發卡組織或相關管理機構規則、規例或指示下所禁止的商品、產品、服務或分銷；或
 - (7) 任何適用的法例或任何發卡組織或相關監管機構的規則、規例或指令所禁制的貨品、產品、服務或分銷；或在本釋義以及商戶就此獲發出的通知書的規限下，由本行不時指定(全權酌情決定)的任何等級或類別的貨品、產品、服務或分銷(無論是否與上述者相似)；惟就上述所提及須在本釋義的規限下的任何特定銷售而言，則毋須由本行另行指定或給予通知書。
- (ll) 「銷售憑單」及「退貨單」分別指本行向商戶提供的表格，用於將有關銷售或退貨記入持卡人卡賬戶的借項或貸項。
- (mm) 「制裁」指根據美國法律與規例所維持之經濟制裁，包括但不限於 OFAC 管理的制裁，由聯合國維持的制裁以及由中國維持的制裁。
- (nn) 「受制裁司法管轄區」指受 OFAC 所制定，受美國全面制裁之司法管轄區，這些司法管轄區可列於 OFAC 的「制裁計劃與國家資訊」頁面。
- (oo) 「受制裁人士」指任何受到下列制裁之個人、實體或政府：(1) 由 OFAC 所制定之制裁(包括但不限於列入 OFAC 特別指定國民及受封鎖人士名單的人士)以及任何位於或居住於或根據受制裁司法管轄區法律組織的個人或實體、及/或；(2) 由聯合國實施之制裁，及/或；(3) 由中華人民共和國實施之制裁。
- (pp) 「特殊條款及條件」指本條款及條件第 2 項至第 11 項所載特殊條款及條件，可不時修訂。
- (qq) 「Tap-to-Phone 終端機服務」指本條款及條件第 8 項所載特殊條款及條件內所述的服務。
- (rr) 「條款及條件」指基礎條款及條件以及特殊條款及條件。
- (ss) 「總銷售價」指任何交易總額，不計折扣、抵銷或其他調整。
- (tt) 「交易」指卡銷售或數碼支付交易。
- (uu) 「錢包」指數碼支付服務供應商經營的數碼錢包。

1.2 詮釋

- (a) 本協議中，表示某一性別的詞彙，同時泛指所有其他性別；而表示單數的詞彙，亦同時包括複數含意；反之亦然。
- (b) 雙方茲確認及同意，申請表以及本條款及條件構成雙方之單一協議(統稱「本協議」)。
- (c) 本協議的中英文文本如有任何歧義，就各方面而言概以英文文本為依歸。

1A. 提供卡及數碼支付交易處理服務

- 1A.1 本協議適用於本行向商戶提供之所有卡及數碼支付交易處理服務。就本行向商戶提供數碼支付交易處理服務而言，本基礎條款及條件第2條至第5條以及第6.2條至第6.4條均不適用。
- 1A.2 本基礎條款及條件附有下列不同支付處理服務之特殊條款及條件，每項特殊條款及條件均列明本行向商戶提供其中所述之支付處理服務之條款及條件。
 - (a) 第2項 - 特殊條款與條件：電子資料終端機服務
 - (b) 第3項 - 特殊條款與條件：郵寄訂購及/或電話訂購服務

- (c) 第4項 - 特殊條款與條件：電子商貿服務
- (d) 第5項 - 特殊條款與條件：分期付款服務
- (e) 第6項 - 特殊條款與條件：個人化貨幣價格計劃
- (f) 第7項 - 特殊條款與條件：多種貨幣定價計劃
- (g) 第8項 - 特殊條款與條件：Tap-to-Phone 終端機服務
- (h) 第9項 - 特殊條款與條件：Alipay 服務
- (i) 第10項 - 特殊條款與條件：WeChat Pay 服務
- (j) 第11項 - 特殊條款與條件：Weixin Pay 跨境支付服務

2. 兌現卡的使用及填妥銷售憑單

- 2.1 進行卡銷售時，商戶將會兌現妥為發出的卡，並不會歧視持卡人與現金客戶或不同卡持卡人。商戶將按慣常現金價格(包括當時生效的任何特價)銷售商戶貨品及/或服務，而不附帶任何類別的服務費或附加費，且不會向持卡人收取任何特別收費(包括「小費」或「佣金」)或從持卡人索取任何特殊協議、條件或擔保，亦不會另行要求任何持卡人支付據此向商戶收取的任何部分回扣，並將不會拒絕持卡人更換、退回或調整已購買產品的要求(如容許現金客戶提出更換、退回或調整)。
- 2.2 商戶可在本行提供的適當銷售憑單或退貨單(視情況而定)上記錄每一項卡銷售及退貨。商戶須遵照本行提供的指示，填妥所有銷售憑單及退貨單。所有銷售憑單及退貨單均須以港元開立。
- 2.3 本行處理商戶的所有卡銷售，僅代表持卡人於已售商品或已提供服務所產生金額的責任，並不包括或涉及用於任何其他用途的貨項成份。
- 2.4 倘單張銷售憑單上只包括應繳金額的一部份，該等卡交易不得生效，惟下列各項者除外：
 - (a) 於銷售時，持卡人已用現金或支票支付應繳金額的餘款；或
 - (b) 有關商品及/或服務須於較後時間交付或被提供，首張銷售憑單為定金，第二張銷售憑單代表買價的餘款，後者待於交付商品及/或提供服務後，才可作實。倘兩張銷售憑單的總額，超出下文基礎條款及條件第 4 條授權文件中所訂明適用的最高限額，則商戶須先取得授權，且一旦取得授權，該授權即對兩張銷售憑單均屬有效。商戶須視情況，於銷售憑單上註明「定金」或「餘款」等字眼。標明為「餘款」的銷售憑單，須於交付商品或提供服務後，才可提交本行。
- 2.5 本行有權於向商戶發出通知後，接納其他發卡人可能不時指定的有關其他信用卡或借記卡及類似卡類型。

3. 不獲承認銷售

- 3.1 商戶須對本行負全責，並須悉數賠償本行並令本行因任何卡銷售引起或附帶引起的任何性質的訴訟、索償、法律程序、索求訟費、開支、損毀、損失、收費或債務獲悉數賠償。本行亦有權在不予通知的情況下，隨時就任何與卡銷售有關情況或商戶在本協議下的責任，向商戶收取或自商戶的商戶賬戶中扣除相關費用，尤其是：
 - (a) 卡已失效或屬偽造發行，或被竄改、毀壞或塗污；或
 - (b) 所輸入的個人識別號碼(「個人識別號碼」)屬無效；或
 - (c) 卡交易完成時，卡已被列入本行或本行代表提供予商戶的任何現有受限制卡通知單及其他現有警告通知書內；或
 - (d) 銷售憑單上的簽名與卡上的簽名不符；或
 - (e) 商戶在完成卡銷售前，並無核證卡的所有必要安全特徵，或商戶在完成卡銷售前，已核證卡的所有必要安全特徵，但對卡或持卡人存疑；或
 - (f) 持卡人因任何理由退還或拒收商品，或對服務存有爭議或不滿或提出投訴，而不論貨項是否已經向本行發出或傳送至本行；或
 - (g) 持卡人聲稱卡銷售乃屬不當、錯誤、不正確或無合法權限下被接納、要求或訂立，或持卡人基於任何理由對於交易的真確性或有效性存有爭議；或
 - (h) 就持卡人或授權代理或用戶接納的任何卡銷售而言，持卡人對商品的銷售、質素、數量或交付，所提供服務的表現或質素、或其有關商品及服務的保養維修及售後服務存有爭議；或
 - (i) 在構成觸犯本協議內任何條款、條件、陳述、保證或商戶責任的情況下，商戶簽取卡銷售或獲得貨項進賬；或
 - (j) 卡銷售是在換領其他商品時簽取；或
 - (k) 向所售商品或所提供服務授出延長貨項違反或觸犯任何當地或其他政府機構的任何法例或規則或規例；或
 - (l) 卡銷售乃關於或涉及全部或部份受限制服務。
- 3.2 本行根據基礎條款及條件第 3 條真誠作出的決定，是對本協議訂約雙方的最終決定。在不損害本行享有的其他權利或補救的情況下，以及不限制本行有關抵銷、留置權、押記、質押、轉讓及運用資金(無論如何產生)的權利的情况下，若本行有權收取商戶在本協議下到期應付任何數額的付款或償付款項，商戶茲同意本行可在不事先通知的情況下，絕對酌情決定令該權利生效，以從商戶在本行開設的任何賬戶內扣減相關數額款項或任何部份款項。為免生疑，商戶茲同意本行可在行使上述權利時，全權酌情決定合併商戶在本行開設的賬戶。

4. 取得授權

4.1 在下述任何情況下，商戶均須於完成交易前取得授權：

- (a) 總銷售價超過本行向商戶提供並於當時生效的授權文件內的最高限額(本行可不時修訂該授權文件)；
- (b) 商戶意欲在基礎條款及條件第 2 條指定的期間以外交付銷售憑單。
- (c) 客戶並無出示其卡；或
- (d) 商戶認為卡可能屬偽造或遭偷竊；
- (e) 銷售憑單並未妥為開出，或不完整、未有簽署或難以辨識；
- (f) 出示的卡或擬進行的交易可疑；
- (g) 開出銷售憑單構成違反本協議任何條款；或
- (h) 就此使用卡違反任何當地或其他政府機構的法例或規例。

4.2 必須從授權中心取得授權。如授權中心發出授權，商戶須在銷售憑單上的適當位置書面填寫授權中心發出的授權編號，妥為填寫銷售憑單。倘(本行或發卡人)要求商戶扣留持卡人的卡，商戶必須竭盡所能，以合理及和平的方式，扣留該卡或遵照中心給予的意見或指示行事。就因任何人身或財產傷害或破壞社會安寧的行動而招致任何索償而言，商戶將保證本行不會因此受到任何損害。除在多層百貨公司的不同部門購物外，商戶不得使用兩張或以上的銷售憑單來規避授權，並須將單次交易購買的所有物品、貨品及服務計入同一銷售憑單的總額內。

4.3 任何情況下，商戶均須使用銷售點裝置/終端機索取授權編號，除非該設備出現故障，在該等情況下，商戶須致電授權中心索取授權編號，並據而使用手印銷售憑單。儘管上文另有規定，任何中國銀聯銀行卡(「銀聯卡」)或任何無凸印賬戶編碼的卡一概禁止人工處理卡銷售。商戶須核對卡上凸印的賬戶號碼與銷售點裝置/終端機上顯示及/或列印的號碼。就任何需要客戶輸入個人識別號碼以至識別的卡銷售而言，如銀聯卡交易，商戶必須要求客戶輸入個人識別號碼。本行須向商戶提供商戶操作指南，商戶須完全遵照該商戶操作指南所載的指示行事，商戶操作指南可由本行不時修訂。

5. 存入銷售憑單/退貨單

5.1 在不損害基礎條款及條件第 12 條的一般性原則下，商戶每次向本行送呈銷售憑單及/或退貨單時，商戶同意、保證及聲明，並須視作同意、保證及聲明：

- (a) 存入本行的各銷售憑單及退貨單均已於商戶銷售承兌卡時，妥為壓印及/或填妥，不會構成基礎條款及條件第 3.1(a)條至第 3.1(d)條所述的不獲承認銷售，且完全遵守本行可能不時訂立的運作規則及/或卡接納程序或其他規則、規例或程序；
- (b) 各銷售憑單及退貨單上所列商品及服務的價格、稅項、日期、描述以及所有其他所有資料均完整、清晰可讀、真實及準確，且持卡人已收取有關副本；
- (c) 除取得授權中心授權者外，各銷售憑單所反映的交易不得超逾本行所訂的最高限額；
- (d) 商戶已履行或將會完全及及時履行其就各銷售憑單內的交易或任何其他交易而對持卡人負有的全部責任；
- (e) 本行可於任何合理時間查閱及/或要求為本行編製及/或複製商戶有關交易的賬目、紀錄及其他相關證明文件，包括但不限於銷售憑單及/或退貨單、銷售訂單及發票、供應商發票/訂單/合約/收據的副本及其他相關證明文件，而商戶同意保留這些銷售憑單及/或退貨單開出後最少 18 個月的紀錄。儘管上文另有規定，倘若該等交易涉及由銀聯國際有限公司的任何持牌人發出的借記卡或信用卡，則商戶同意保留這些銷售憑單及/或退貨單開出後最 24 個月的所有紀錄(特別是銷售憑單)。商戶須彌償本行因遺失該等紀錄而引致的任何損失、訟費、索償或開支，並保證本行不會因此遭受任何損害；
- (f) 所有交易均按本行書面指示完成；
- (g) 商戶不得呈遞其知悉或本應知悉含欺詐成分或無相關發卡人授權的交易的銷售憑單；
- (h) 倘本行斷定及/或發卡人確認已呈交作支付款項的任何銷售憑單被視作含欺詐成分的銷售交易，而本行延誤/拒絕支付款項或拒絕處理並退回此等含欺詐成分的銷售憑單，商戶須悉數彌償本行，並保證本行不會因此遭受任何損害；
- (i) 商戶不可直接或間接提呈處理任何並非持卡人與商戶的真正交易所開出的銷售憑單；
- (j) 倘本行提出要求，商戶須於 7 個營業日內向本行呈交商戶完整或最新(按本行指示)的財務報表，以證明貨品購入與成交額相符/吻合；及
- (k) 本協議終止時及本行提出要求時，商戶須於 7 個營業日內呈交本行提出要求前最近 18 個月的所有銷售憑單及/或退貨單及/或其他相關證明文件。

6. 支付

6.1 為方便處理本協議雙方之間的款項及借貸往來，商戶可於本行開設必要的商業支票賬戶，並繳納正常的商業賬戶服務收費(「商戶賬戶」)。

6.2 商戶須在各銷售憑單及退貨單發出後 3 個營業日內，直接送呈該等銷售憑單及退貨單，除了若出現任何延期銷售，購買價餘款的銷售憑單將在交付商品或提供服務後送呈。

6.3 根據本協議條文，本行須透過轉賬予商戶賬戶、或以本行開出且以商戶為抬頭人的支票，或以本行與商戶可能協定的有關方式，支付有關款項。本行須在預先絕對酌情決定並通知商戶的時間內，向商戶支付各項卡銷售的總銷售價，並在此基礎上扣減一定比率(「回扣率」，由銀行告知商戶)以及拒付儲備金(如有)。本行可提前 30 日向商戶發出書面通知，不時修訂該回扣率。自總銷售價扣除之回扣率須為卡銷售時的有效回扣率。若從本行或其附屬公司來看，本行認為對適用卡計劃運作而言乃屬權宜或必要之舉，本行即可以充分理由要求商戶於本行開立或維持一個往來或其他賬戶或使用本行任何其他服務。

- 6.4 商戶須就遺失銷售憑單負責，本行保留一切權利在進行銷售憑單對賬後就該等付款作出調整。扣除回扣費前，會從存入的銷售憑單金額中扣除所有退貨單金額(如有)。所有數字均須待本行進行最後審計及審核，且商戶同意一旦出現任何偏差，本行可在不予通知的情況下，就任何差額或超額(視情況而定)從有關商戶的商戶賬戶收費或將此記入貸項，或向商戶開出賬單(該賬單須於接收後支付)或向商戶發出支票，本行就此真誠作出的決定乃屬雙方的最終決定。商戶編製並向本行提交卡銷售，構成商戶向本行確認處理各項卡銷售的背書，且銷售憑單將於授權中心或本行書面指定的有關其他地點收到銷售憑單時，視作已送呈予本行。
- 6.5 除基礎特殊條款及條件第 7 條所載者外，本行可全權收取本行處理卡交易的款項。商戶同意不會起訴或就此收取任何款項，本行書面特別授權者除外。倘本行作出授權，商戶同意僅代表本行以信託形式持有全部收款(如有)，並於收取款項後立即交予本行。商戶須根據發卡組織有關相關交易所用卡的規則及規例或適用於錢包的數碼支付服務供應商的規則及規例(視情況而定)，向本行提供所有電子及數碼記錄、電子銷售憑單、電子退貨單、電子收據及本行就卡交易可能不時要求的其他證明記錄。

7. 退款

- 7.1 商戶與客戶或任何其他人士之間如有任何爭議(包括卡銷售買家並非持卡人的情況)，須由商戶與客戶或其他人士處理。商戶將訂立公平的調整政策，包括根據本行規定交換或退換商品，更正不合意的服務以及處理退款(「退款」)及發出退貨憑單。本行可於合適及必要時不時更改該等規定。
- 7.2 原先使用卡或錢包購買的任何物品，均不會獲退還現金。本行在收到有關退貨單後，會從商戶的商戶賬戶(如開設)中收取該退貨單的票面值，若商戶未開設商戶賬戶，則本行會向其發出賬單(須於收到該賬單後付款)，或按照本行釐定的有關方式從應付商戶的任何數額中扣除該退貨單的票面值。如本行已在先前收取回扣數額，本行可自行決定在從上述商戶賬戶收費或發出上述賬單前直接扣款的同時或之後，透過上述商戶賬戶或透過貸記上述賬單，向商戶退還回扣費。
- 7.3 如商戶與任何其他人士之間就任何商品及服務的質素、狀況、特徵或交付，或就交易作出的任何其他聲明產生或存有爭議，商戶同意確保本行不會遭受任何索償，並就有關爭議引起的所有訟費、損失及債務(包括律師費)作出全面彌償，保證本行不會因此遭受任何損害。

8. 拒付

如本行斷定商戶已違反所作出的任何保證，商戶作出的任何聲明在作出或視為作出時失實，或商戶與客戶之間就基礎條款及條件第 7 條所述的商品或服務引起或存有任何真誠的爭議，則本行須就任何交易或存入的銷售憑單(如適用)拒付商戶，或商戶須隨即向本行付款，或本行可就其認為因此受影響的任何交易或銷售憑單(如適用)，從商戶賬戶或商戶可能在本行開設的任何其他賬戶中，扣取本行先前向商戶支付的數額(「拒付」)。本行根據本條款作出的真誠決定，須為雙方的最終決定，而倘根據本條規定作出的回扣，引致商戶賬戶(如有開設)出現透支，則商戶須隨即向本行支付該筆透支。

9. 交易收款

本行可全權收取本協議下進行的交易及/向本行發出的銷售憑單上的付款(如適用)，根據基礎條款及條件第 8 條向商戶收回的款項除外。商戶將不會收取任何該等款項，同意不會就此起訴或作出任何索償或就此收取任何款項，並謹此向本行轉讓其於全部交易中擁有的權利、所有權及利益(無論銷售憑單上是否有證明)。

10. 收債

倘若因(a)已存入退貨單的總金額超過已進行的交易的總金額；(b)本行已向商戶支付的金額超過其有權就此收取的金額；(c)商戶未能支付基礎條款及條件第 8 條下的任何應付金額；(d)商戶未能及/或拒絕向本行送呈基礎條款及條件第 6 條所述的所有銷售憑單及/或退貨單；(e)商戶未能遵守基礎條款及條件第 5 條的規定；或(f)基於任何其他理由，而引致商戶欠付本行款項，則本行有權保留當時或其後應付予商戶的款項，或以本行認為適當的任何方式收回該筆債項。商戶進一步同意，本行有權在事先發出通知或並無事先發出通知的情況下，從商戶在本行開設的任何賬戶中收取費用或將該等賬戶合併或綜合處理。本行可就其真誠收款流程收取手續費，亦可聘用收數公司收回尚欠數額。商戶授權本行向已獲本行聘用的收數公司披露有關商戶詳情及賬戶的資料。商戶須就收回債項過程中產生的所有費用、成本及開支向本行作出彌償。

11. 卡及數碼支付服務的宣傳活動

商戶將會盡快並足夠陳列及展示可能由本行提供有關卡計劃及數碼支付服務的宣傳標貼、宣傳陳設(包括數碼或電子陳設)及其他宣傳材料，其目的為向公眾人士宣傳該等卡及/或錢包支付乃由商戶兌現，或作為任何其他宣傳用途。與任何其他方式支付商戶所提供貨品及服務不同的是，商戶將不會向用卡或錢包消費之客戶收取額外費用。除非經本行批准，否則商戶將不會展示可識別或利用任何發卡組織或數碼支付服務供應商服務標識或名稱的任何其他宣傳材料。商戶向本行發出不可撤回的授權，讓本行可在任何就有關卡計劃及數碼支付服務而印製的指引或宣傳材料內載列商戶的名稱。

12. 聲明及保證

- 12.1 就商戶向本行作出的每項所證明的交易而言，商戶將被視為向本行聲明及保證：
- (a) 此乃就總銷售價於日常業務過程中僅與商品或服務有關的一項真誠交易；
 - (b) 商戶已妥為履行有關就此證明的交易而須向客戶承擔的一切責任，包括但不限於就已提供予客戶的貨品或服務而提供相關售後服務，並確保所有貨品(包括其包裝)均處於良好及可供出售狀況，在各方面均符合所有宣傳材料所載的描述及特定規格；
 - (c) 在各方面已按照及遵從本協議的規定，以及規管本協議的所有法律、規則及規例，包括標的交易不屬於基礎條款及條件第 13 條下禁止的活動或受限制服務或與之有關；
 - (d) 就所列明之客戶而言，商戶並無明示或隱含知悉或得知對其所進行之銷售可能損害或影響該銷售之有效性或可強制執行性或收款的情況；
 - (e) 將不會代表本行招致任何責任或以任何方式質押或表示將會質押本行的退款，或接納任何訂單或訂立對本行具有約束力的任何合約，或給予或作出或代表本行表示將會給予或作出任何保證或聲明；及/或
 - (f) 倘商戶與客戶就交易引起任何爭議，須立即知會本行有關爭議，且在本行可能因此而產生負債的情況下，在未經本行書面同意前，不得就爭議採取任何法律程序，或就爭議達成和解，或准許解除責任。
- 12.2 至於商戶就處理相關服務而接入本行提供的交易系統而言，商戶將被視為向本行聲明及保證：
- (a) 須對認證方法保密，包括但不限於用戶接入該系統所使用的身份號碼或密碼；
 - (b) 對於本行或就其營運或其他方面用途而可能使用已發送予該系統的個人資料而言，均須遵從個人資料(私隱)條例；
 - (c) 除接入可供使用服務外，不得就任何目的接入或准許任何其他方接入該系統；及
 - (d) 須遵從本行不時訂明有關該系統的指引或指令。
- 12.3 商戶進一步保證：(a) 商戶並非受制裁人士；(b) 商戶並非位於受制裁之司法管轄區，亦非依據該司法管轄區之法律成。

13. 禁止進行的活動及受限制服務

- 13.1 商戶將不會參與或牽涉任何洗錢活動或任何其他非法活動或銷售受限制服務。
- 13.2 商戶謹此契諾並同意全面彌償本行因商戶違反或未有遵從基礎條款及條件第 13.1 條條文，導致本行及/或其各自任何僱員、高級職員及董事及其各自的承繼人及受讓人所蒙受的任何損失或損害，並以免本行受損，包括但不限於一切費用及開支(包括因本行招致或將計入的任何損失或損害而招致的法律費用)。

14. 契諾及承諾

- 14.1 商戶向本行契諾及承諾將會：
- (a) 遵守及遵從適用法律及監管規定、規則、規例、守則及本行，發卡組織或數碼支付服務供應商可能不時就信用卡、扣賬卡及同類型卡銷售及數碼支付交易（視情況而定）訂明的已頒佈程序。商戶確認及同意所有該等規則、規例、守則及程序須被視為本協議的一部分，並以提述方式載入本協議；
 - (b) 除適用的特殊條款及條件另有規定，保存本行就交易及退款可能要求的所有數碼、電子及其他記錄，由相關日期起計至少保留三年，並准許本行於所要求之任何合理時間內查核及核證有關記錄；
 - (c) 簽立並存檔本行為保留或保障其於本協議項下各自的權益而可能要求的陳述及通知；
 - (d) 同意全面彌償因本行處理的任何交易或就處理交易而於目前或日後任何時間可能直接或間接產生，並由任何一方或人士透過提出訴訟、索償、起訴、抗辯、爭議、抵銷、交互索償或反索償，而導致向本行及/或其各自任何僱員、高級職員及董事及其各自的承繼人及受讓人提出的所有訴訟、訴訟因由、法律程序、負債、索償、損害及費用(包括但不限於法律費用及開支)，並使本行及其相關人士不受其侵害，惟該等索償、損害或其他負債並非由於本行的嚴重疏忽或故意的不當行為而產生；
 - (e) 在基礎條款及條件第 9 條的規限下，就失責或欠款的豁免通知、拒付證明或拒付證明通知、付款要求及與任何交易或本協議有關的任何要求或通知，及給予任何客戶的全部延期付款或和解的同意書而言，商戶同意上述各項不會影響商戶於本協議項下任何責任；
 - (f) 不會向任何下級商戶或分包持有人特許授權或表示將會特許授權本行根據本協議項下提供的服務；
 - (g) 不違反任何制裁，並與本行、發卡組織及數碼支付服務供應商充分合作，滿足任何與制裁篩選相關的要求；
 - (h) 不得直接或間接向/從任何政府實體、公共實體、國有企業、政黨（或政治職位候選人）、私有實體或其任何僱員、高級職員或代表(i) 支付或提出支付或索取金錢或饋贈(ii)接受任何金錢或饋贈，而該等金錢或饋贈在此情況根據適用法律（包括但不限於美國《反海外腐敗法》、英國《反賄賂法》、香港《防止賄賂條例》（香港法例第 201 章）、中華人民共和國《刑法》及中華人民共和國《反不正當競爭法》）下可能構成賄賂、回扣或非法付款；
 - (i) 在任何情況下與本協議項下提供/接受的服務相關，以影響他人的行為或決策，或為了取得或保留業務，或取得不當的競爭優勢為目的，作出、導致或授權任何第三方作出或導致任何賄賂、回扣或非法付款。

15. 通知

- 15.1 本協議項下訂約之一方向另一方要求或准許發出的所有通知、要求、付款要求或其他通信，須由專人送遞方式以書面發出，或以掛號，預付郵資的方式寄予另一方或多方於申請表所載的地址，或根據基礎條款及條件第 15.1 條或第 15.2 條發出更改通知之另一方或多方的其他地址。有關通知、要求、付款要求或其他通信由專人送遞後將被視為已收取(除非送遞日期並非營業日或於本行辦公時間後送遞或寄出，在該情況下，有關通知、要求、付款要求或其他通信將被視為已於下一個營業日收取)。於正常郵寄服務受阻期間，所有通知、要求、付款要求或其他通信必須由專人送遞或經由傳真傳送。

15.2 儘管有基礎條款及條件第 15.1 條的規定，本協議訂約之一方向另一方要求或准許發出的所有通知、要求、付款要求或其他通信，可根據基礎條款及條件第 15.1 條或第 15.2 條傳真予其中一方(接收方)知會另一方的傳真號碼。透過傳真傳送的通知、要求、付款要求或其他通信，於發出傳真後將被視為已收取(惟有關傳送以傳真報告確認)，除非送遞日期並非營業日或傳真於本行辦公時間後發出，在該情況下，有關通知、要求、付款要求或其他通信將被視為已於下一個營業日收取。

16. 個人資料之保護及保密

16.1 就商戶因參與東亞銀行有限公司卡計劃及其他支付處理服務計劃而從客戶得悉的任何資料而言，在未取得客戶的書面同意前，概不得以任何方式向本行以外任何人士披露(惟在商戶的日常業務過程中披露者除外)。就客戶之個人資料而言，各方應完全並嚴格遵從個人資料(私隱)條例之所有要求。

16.2 本行與商戶各自確認，可能要求取得另一方及本行與交易有關之業務、營運、客戶及財務狀況的資料，而有關資料及本協議的條款均須保密(「機密資料」)。本行與商戶各自同意，在未經事先獲取書面同意前，一概不會向任何第三方披露另一方的機密資料。但本行將有權向任何由本行委任或委聘的代理或分包商或任何其他人士就任何卡或其他支付處理產品披露有關商戶的資料。機密資料不包括可於公共領域取得或以其他方式公開發佈的資料。本行可依據發卡組織、數碼支付服務供應商、任何政府機關、有關證券交易所、證券委員會或同類型法定或監管當局提出的要求或規定，依據法庭或行政傳召出庭令、命令或其他法律程序或法律規定，或就針對本行而聲稱之任何索償或訴訟因作出辯護而披露有關商戶的機密資料。

16.3 就本協議有效期內原應取得的資料而言，本協議第 16 條之規定將於本協議終止後仍然有效。

17. 其他費用

本行可向商戶徵收年費(「年費」)、網店收款平台牌照費、SIM 卡數據費、代碼化費及／或任何其他費用，有關費用由本行釐定並可全權不時更改，惟每次更改時，本行必須向商戶發出 30 天的事先通知。本行有權從商戶賬戶或從商戶於銀行維持的任何其他銀行賬戶扣除該等費用。

18. 抵押

倘本行提出要求，商戶需隨即就本協議項下提供予商戶之服務向本行就預定類別的有價證券及物業提供質押、押記、留置權、按揭或其他類似抵押品，其中包括但不限於定期存款、銀行擔保、備用信用證及動產與不動產。

19. 拒付儲備

19.1 商戶茲同意，本行有權：

- (a) 保留所有銷售總額的一定百分比或本行認為適當的其他金額，以作拒付之抵押(「拒付儲備金」)，而無須作事先通知。本行可在其要求的期限內保留該筆款項作為抵押品，而該筆款項將於該段期間終止時不計息發還給商戶；及/或
- (b) 要求商戶向本行存款並提供質押及/或以本行為受益人的個人擔保，以作為任何拒付的抵押品，款額乃相等於一年期(或本行可能要求的其他期限)內所有交易預期所得的銷售總額百分比，而該筆款額乃由本行全權決定。商戶茲同意，商戶可以其本身身份及/或促使有關人士隨即簽立本行完成該等安排所需的有關文件。

19.2 本行將有權在其認為合適的情況下無限次行使基礎條款及條件第 19.1 條下的權利，而該條文將一直適用，直至本協議終止為止；就此，本行將有權繼續持有該筆款項以作為自本協議終止後起計 180 天內任何拒付的抵押品。

- 19.3
- (a) 作為拒付之抵押品的銷售總額百分比或金額(視乎情況而定)將由本行定期審閱及進行必要調整，而商戶須在不可提出反對的情況下同意接納該等變動或調整。
 - (b) 倘商戶賬戶已接獲拒付或其他財務調整，則本行有權先行抵銷該商戶賬戶所得交易而應付予商戶的任何尚欠資金而作出的有關拒付或財務調整。
 - (c) 倘其後本行就交易應付予商戶的尚欠資金不足以抵償該回扣或財務調整，則本行將據此知會商戶，並給予商戶機會在本行認為合適的情況下由商戶接獲該通知書後 3 個營業日內抵償該拒付或財務調整或就其提供抵押品。倘商戶未能在指定時限內抵償該拒付或財務調整或就其提供抵押品，則本行可全權自商戶在本行開設的任何其他賬戶內扣減有關款項。

20. 終止

20.1 本協議可在訂約任何一方接獲另一方由專人送遞、電報、掛號或任何其他方式送達的書面終止通知後即告終止。

20.2 在不損害本行於本協議終止前可向商戶追討的任何權利下，如發生以下全部或任何一項事件，則本協議將在無需發出任何事先通知的情況下自動終止：

- (a) 倘商戶為一間有限公司或法團，商戶提出清盤呈請或商戶自願或被迫清盤；
- (b) 倘商戶為個人或合營公司，則該個別人士或合夥人任何一方根據香港法例第 6 章破產條例接獲法定通知書，被任何人士基於任何原因向其提出清盤呈請或處於無力償債之狀態；
- (c) 商戶與商戶債權人訂立任何安排或債務重整協議，或商戶的大部分財產遭扣押或面臨扣押或將被查押、或被委任財產接收人接收商戶之貨品或對其行使留置權；
- (d) 商戶違反其在本協議下的任何責任；或
- (e) 商戶中止營運業務或改變其業務形式、管理、經營或擁有權。

- 20.3 儘管第 20 條另有規定，本行亦保留權利，在本行有合理理由懷疑商戶參與有欺詐成分交易、涉及任何洗錢活動或其他非法活動、或涉及基礎條款及條件第 13 條所述之任何禁止活動或銷售受限制服務時，可於發出書面通知後即時終止本協議。
- 20.4 終止本協議將不會免除任何訂約一方於終止本協議前或因違反本協議而產生或可能另行訂立的責任或義務。根據本協議的條款，商戶須繼續履行客戶於本協議終止前提出且本行已接納的任何未履行訂單。
- 20.5 本行就東亞銀行有限公司卡計劃或支付處理服務向商戶供應各物品(例如銷售憑單印刷機、未用的銷售憑單、退貨單、授權終端機及宣傳資料等)，在任何時間均為本行的財產，並須於本協議終止時退還予本行，但商戶從本行所購得之印刷機除外(本行不對其負有法律責任)。如更改或損壞該等物品，商戶須向本行賠償。商戶在任何情況下，不得展示任何標誌或告示，以表明卡不再獲商戶接納。
- 20.6 本協議終止前任何時間，本行可在出現涉嫌欺詐行為、不當交易或爭議發生時，全權決定，並於向商戶送達書面通知之日起及在本行認為適當的期間內，暫停其根據本協議之條款向商戶提供的服務及/或暫停基礎條款及條件第 6 條或適用特別條款及條件所述之支付，或凍結或中止商戶在本行開設的銀行業務/定期存款/往來/儲蓄賬戶，以便調查及查證文件，而商戶茲同意，放棄其一切權利就本行作出上述行動所引致的任何損失、損害、賠償、訟費、利息等而向本行提出申索。本行可全權決定是否根據本協議的條款恢復對商戶提供服務，而商戶亦須符合由本行全權釐定的條款及條件。
- 21. 不可抗力**
- 訂約之任何一方不得違反本協議，且概無需因任何天災、火災、政府或國家干預、戰爭、內亂、暴動、禁運或其所不能控制的其他原因導致訂約之任何一方完全或部分未能履行其於本協議項下的職責或責任而負責。為進一步說明上述一項，本條文將適用於本行，且本行無需就其處理服務受到干擾或因此產生的責任負責。倘訂約之任何一方由於上述任何一項或多項原因直接導致其未能履行其於本協議項下的職責及責任，則本協議於有關原因仍然造成影響的期間內(且僅限於該期間)須予暫緩執行。
- 22. 有關知識產權的條款**
- 22.1 本協議概無給予任何訂約一方擁有另一方知識產權的權利(不論商標、版權、專利權、專門技術或其他)，且任何訂約一方未經事先書面同意前，一概不可使用另一方的知識產權，而有關書面同意須受給予同意一方可能規定的該等條款及條件所規限。本協議任何訂約一方使用另一方的知識產權，將不會賦予第一方有權擁有有關知識產權。與使用知識產權有關或因而產生的一切權利歸所述知識產權擁有人所有。
- 22.2 訂約雙方同意將向另一方全面彌償因其使用(如該使用乃依據基礎條款及條件第 22.1 條獲批准)第一方知識產權(或與之有關)而向另一方提出的一切訴訟、索償、要求及法律程序(包括但不限於第三方提出侵犯權利的索償)所產生的全部負債、費用、支出及開支(包括法律開支)。
- 23. 修訂**
- 本行可隨時及不時向商戶事先發出 30 天書面通知，修訂、更改本協議的條款及條件，或對其施加約制，有關修訂、更改或約制被視作由送達該書面通知起計 30 天後開始生效且對商戶具有約束力。
- 24. 其他**
- 24.1 本行向商戶發出書面通知後，將有權向本行視為適合的任何一方出讓本協議或本行於本協議項下全部或任何部分權利。商戶於未經本行事先書面同意前，一概無權出讓本協議或其於本協議項下的權利。
- 24.2 本協議對訂約方、其各自的承繼人及獲准受讓人具有約束力，且訂約方、其各自的承繼人及獲准受讓人的利益而生效。
- 24.3 時間乃本協議及其每一部分之要素。
- 24.4 如商戶乃超過一位人士，本協議全部或任何條文均為並須被視為由商戶共同及分開訂立。
- 24.5 本行有權從商戶處獲得對在有關本協議的任何爭議中產生的所有法律費用，包括但不限於內部法律顧問的費用及其他成本的償付。
- 24.6 如本協議的任何條文被判為失效或無法被執行，本協議的其他條文仍然全面具有效力及效用，猶如本協議已略去該失效部份。
- 24.7 本協議構成商戶及本行就協議標的事項達成的完整協議，並取代就該標的事項而作出的所有口頭或書面之建議或其他通訊。本協議的簽立並非由於本協議並無載列並納入為協議一部分的任何陳述、保證、條件、承諾、協議或聲明而引致，且訂約方任何一方亦無依賴該等陳述、保證、條件、承諾、協議或聲明或視之為重大。
- 24.8 本協議的執行並不構成商戶作為本行的合夥代理或代表，而商戶將不得視其本身為該代理或擁有任何權力代表本行招致任何明文或暗示性質的責任，亦不得約束或質押本行的退款，或意圖或表示有意作出上述任何一項事宜。
- 24.9 除商戶、本行、適用的數碼支付服務供應商以外，並無其他人士有權按《合約(第三者權利)條例》(香港法例第 623 章)強制執行本協議的任何條文，或享有本協議的任何條文下的利益。
- 24.10 本協議須根據中華人民共和國香港特別行政區(「香港」)法例詮釋及執行，訂約方願受香港法院之非專有司法管轄權。