

Terms and Conditions for China UnionPay Debit Card

The China UnionPay debit card is issued to the Applicant ("Customer") on application by the Bank of East Asia, Limited subject to the terms and conditions governing the use of the China UnionPay debit card. The use of the China UnionPay debit card shall constitute the acceptance of these terms and conditions by the Customer.

1. Interpretation and Definitions

In these Terms and Conditions, the following terms except where the context otherwise requires have the following meanings:

- (a) "Card" means the China UnionPay debit card issued by the Bank to the Customer by which the Customer can assess and operate, through ATM, POST, HKJC's Terminal and/or any other devices or terminals as determined by the Bank and notified to the Customer from time to time, the account(s) of the Customer as the Bank from time to time may permit.
 - (b) "Terms and Conditions" means all the terms and conditions set out in these Terms and Conditions for the Card and any subsequent amendments thereto.
 - (c) "the Bank" means The Bank of East Asia, Limited including its successors and assigns.
 - (d) "Customer" means any person or persons who apply for the Card and when the Application is approved by the Bank.
 - (e) "JETCO" means Joint Electronic Teller Services Limited.
 - (f) "EPSCO" means EPS Company (Hong Kong) Limited.
 - (g) "UnionPay Member Bank" means the member bank of China UnionPay Co., Ltd.
 - (h) "EPSCO Member Bank" means the member bank of the EPSCO.
 - (i) "JETCO and UnionPay Member Bank" means the member bank of the JETCO or China UnionPay Co., Ltd.
 - (j) "ATM" means Automated Teller Machine of the Bank or the ATM under the ATM Network of any other JETCO and UnionPay Member Bank or any other networks specified by the Bank from time to time where applicable.
 - (k) "POST" means Point of Sale Terminal of any Member Bank of the EPSCO or JETCO or any UnionPay Member Bank or any other networks specified by the Bank from time to time where applicable.
 - (l) "HKJC's Terminal" means the terminal operated by The Hong Kong Jockey Club.
 - (m) "Primary Account" means the account nominated to the Bank as stated in the Application Form for the China UnionPay debit card and/or subsequently accepted by the Bank from time to time to be the subject of the China UnionPay debit card provided that the Bank may at its discretion, cancel or suspend the provision of the Card in respect of any of the Primary Account.
 - (n) "PIN" means the "Personal Identification Number" designated by the Bank or re-selected by the Customer from time to time thereafter and used by the Customer to authenticate the access to the individual electronic delivery channel (including but not limited to ATM, POST, HKJC's Terminal or such other channel(s) as determined by the Bank and notified to the Customer from time to time).
 - (o) "Paying Party" means the account holding bank, company, institution or organisation of the accounts, which the funds are debited from in the fund transfer transactions.
 - (p) "Receiving Party" means the account holding bank, company, institution or organisation of the accounts, which the funds are deposited to in the fund transfer transactions.
 - (q) "Customer's Selected Account" means any account, which is maintained with the Receiving Party as determined by the Bank from time to time, selected by the Customer for a fund transfer transaction.
 - (r) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
2. The Customer who has been issued with the Card can use the Card on any applicable ATM, POST, HKJC's Terminal and/or any other devices or terminals for effecting payment by transfer of funds by electronic means, or otherwise from time to time announced by the Bank.
 3. The Card is and shall at all times be the property of the Bank and the Bank reserves the right at all times at its absolute discretion to terminate this agreement with the Customer by withdrawal of the Card or the service thereby provided, or by refusing to renew the Card without giving any reason therein and without any prior notice to the Customer. The Customer shall surrender the Card to the Bank immediately upon the Bank's demand on the occurrence of any one of the said events.
 4. The Card shall only and exclusively be used by the Customer and is not transferable.
 5. The Customer shall at no time and in no circumstances disclose to any person whomsoever his/her PIN designated for operating the ATM, POST, HKJC's Terminal and/or any other devices or terminals from time to time announced by the Bank, where applicable. Notwithstanding the foregoing, the Customer shall be fully responsible for all transactions involving the use of the Card by any person whomsoever whether or not authorised by the Customer.
 6. If the Customer shall consist of more than one person, each and every one of the Customers shall be jointly and severally responsible for all transactions involving the use of the Card so issued and these Terms and Conditions shall be jointly and severally binding on each and every one of the Customer.
 7. The Card shall be used for withdrawal or transfer of funds at ATM, POST, HKJC's Terminal and/or any other devices or terminals as determined by the Bank and notified to the Customer from time to time, where applicable, only if there are sufficient funds in the account(s) of the Customer therefor. If withdrawal or transfer is made without sufficient funds in the account(s), the Bank is not obliged to effect any such withdrawal or transfer and is entitled to refuse or reject to effect such withdrawal or transfer, with or without cause, without incurring any liability whatsoever and without prior notice to the Customer. If the Bank agrees to effect such withdrawal or transfer, the Customer shall repay to the Bank immediately on demand such amount overdrawn or over transferred together with interest thereon at the rate chargeable by the Bank from time to time on overdraft accounts with the Bank. The Customer hereby agrees to indemnify the Bank and keep the Bank fully indemnified against all suits, actions, expenses, costs, losses, claims, damages and demands which may be suffered or incurred (collectively "Losses") by the Bank arising from or relating to the Customer's making withdrawals or effecting transfer of funds from account(s) held with the Bank by using the Card and the ATM, POST, HKJC's Terminal and/or any other devices or terminals as determined by the Bank and notified to the Customer from time to time, unless any of the Losses arises out of the Bank's negligence, fraud or wilful default.
 8. The Customer acknowledges that transactions involving any transfer of funds between accounts through an ATM, POST, the HKJC's Terminal and/or any other devices or terminals as determined by the Bank and notified to the Customer from time to time on any day may be processed on the day of the transaction or on the next banking day. In the case of any transactions involving the transfer of funds to the Customer's Selected Account, the funds may be credited to the Customer's Selected Account at different times and the Bank is not responsible as to when the transferred funds will actually be credited to such Customer's Selected Account. Where funds are received through an ATM, the HKJC's Terminal and/or any other devices or terminals as determined by the Bank and notified to the Customer from time to time from the Paying Party for the Customer's account, the Bank will credit the funds to the Customer's account in accordance with the Bank's practice from time to time. The Bank has the right at any time without prior notice to the Customer to reverse any credit to the Customer's account if the Paying Party fails for any reason to make payment to the Bank.
 9. The records of the Bank or any other JETCO and UnionPay Member Bank or The Hong Kong Jockey Club or any other institutions in relation to any transactions made by the use of the Card on any ATM, POST, HKJC's Terminal and/or any other devices or terminals as determined by the Bank and notified to the Customer from time to time shall in all respects be conclusively binding on the Customer for all purposes. If the Customer has any question, problem or dispute in relation to any transactions involving the use of the Card, the Customer must look to the Bank for answers to such questions or for resolution of such problems or disputes.
 10. Cash and/or cheque in Hong Kong currency may be deposited with the Bank by the use of the Card and the ATM of the Bank and cash in Hong Kong currency may be deposited with the Bank by the use of the Card through the Cash Deposit Machine of the Bank provided always the Customer agrees that:
 - (a) envelope cash deposits shall be treated as having been received by the Bank and will be credited to the Customer's account only after verification by the Bank;
 - (b) cheques deposited are accepted for collection only, the proceeds will not be credited to the Customer's account and be available for withdrawal or transfer until after the cheques have been duly cleared. Such collection of cheques may not take place on the same day as the deposit of cheques; and
 - (c) the Customer shall indemnify the Bank and keep the Bank fully indemnified against all suits, actions, expenses, costs, losses, claims, damages and demands which may be suffered or incurred (collectively "Losses") by the Bank arising from or relating to the Customer's making deposits with the Bank by using the Card and the ATM, unless any of the Losses arises out of the Bank's negligence, fraud or wilful default.

- (d) instant cash deposits will be credited to Customer's account instantly if the transaction is accepted but the Bank reserves the right to verify and reverse such transaction.
11. The Customer hereby irrevocably authorises the Bank to debit (without any prior notice to the Customer) the account(s) of the Customer with the Bank the amount of any withdrawal, transfer and/or transaction involving the use of the Card at the ATM, POST, HKJC's Terminal and/or any devices or terminals as determined by the Bank and notified to the Customer from time to time whether or not made with his/her knowledge or by his/her authority. In the case of fund transfer to the Customer's Selected Account, the Bank is not responsible in any circumstances to recover any amount so paid to such Customer's Selected Account or reverse any entry so made, unless due to the negligence, fraud or wilful default of the Bank and is not responsible if any Receiving Party fails for any reason to credit such Customer's Selected Account.
12. In the event of loss or theft of the Card, the Customer shall immediately report to the Bank and confirm the same in writing, if requested by the Bank. The Customer shall be responsible for all transactions effected by the use of the Card by any person whether or not authorised by the Customer before such written notification of Card loss or theft has been received by the Bank. If any replacement Card is issued, the Bank is entitled to charge a fee. The Bank may from time to time in its absolute discretion determine the fee for the replacement of the Card.
13. The Card and the related PIN are issued and delivered to the Customer at his/her own risk.
14. The Bank or any JETCO and UnionPay Member Bank or The Hong Kong Jockey Club or any other institutions shall not be responsible for any and all consequences, if the transactions involving the use of the Card are not honoured or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM, POST, HKJC's Terminal and/or any other devices or terminals as determined by the Bank and notified to the Customer from time to time.
15. The Bank shall be entitled from time to time at its sole discretion to impose any limit in the transaction amount and/or any restriction on the use of the Card. If a transaction (including but not limited to withdrawal and transfer) made by the Customer exceeds such limit or restriction, the Bank is not obliged to effect such transaction and shall be entitled to refuse or reject to effect such transaction, without incurring any liability whatsoever and without prior notice to the Customer.
16. The Bank hereby reserves all rights to charge a fee for the use of the Card and such fee shall be at such rate(s) and for such period and payable in such manner as the Bank may announce from time to time.
17. The Bank shall be entitled to charge and the Customer hereby agrees to pay an annual fee for the Card. The Bank may from time to time in its absolute discretion determine the annual fee for the use of the Card. Such annual fee is payable in advance and shall be debited automatically from the Primary Account to which the Card relates. If such annual fee is to be collected in any currency other than Hong Kong currency, the Bank shall have absolute discretion to convert such annual fee into such other currency(ies) at the Bank's rate of exchange determined by the Bank at the time the transaction is processed without reference to or consent from the Customer. Such amendment and change will be announced by the Bank from time to time in such manner as it deems fit. All such fees shall not be refundable irrespective of cancellation of the Card whether by the Customer or by the Bank. The Customer hereby confirms that the Bank shall in no event be liable for any loss or damage or consequence including but not limited to, the dishonour of any cheque or the levying of any overdraft interest due to insufficient credit balance of the account, which may be incurred or suffered by the Customer as a result of, or arising from the levying and automatic debiting of any annual fee from the Primary Account. The Customer hereby further waives his/her rights, if any, against the Bank of the aforesaid liabilities, if any, and confirms that the Customer shall be solely liable for such liabilities.
18. The Customer agrees that the Bank may contact his/her employer, banks, or other information sources to obtain, collect, hold, store, use, exchange, and disclose details of information, provided by or related to the Customer or any transactions or dealings between the Bank and the Customer or personal data without prejudice to the generality of the foregoing. Data held by the Bank relating to the Customer will be kept confidential, but the Bank may disclose any such details or information as above to any member banks and to any third party service providers whose names or logos appear on the Card. Such transfers are necessary to ensure international acceptability and efficient provision of the services of the Card. The Bank may also compare the information collected about the Customer and may use the results of such comparisons for the purpose of taking any action including action which may be adverse to the interest of the Customer in connection with denying authorisation for use of the Card or cancellation of the Card or collection of amounts outstanding in respect of the Card. The Customer is entitled at any time to request access to the information held by the Bank about the Customer or the account(s) of the Customer and to request an update or correction of any such information. Such request should be made in writing to the Group Data Protection Officer, The Bank of East Asia, Limited, 10 Des Voeux Road Central, Hong Kong. The Bank has a right to charge a reasonable fee for complying with any data access request.
19. The Bank shall not be liable for any act or omission of any merchant shop or establishment including, without limitation, any refusal to honour or accept the use of the Card or any statement or other communication made or any dispute defect or deficiency in any goods or services supplied in connection with the use of the Card. The Customer shall handle or resolve all claims or disputes directly with such merchant shop or establishment and no such claim or dispute shall affect or entitle the Customer to revoke challenge or vary any transfer or payment effected.
20. The Customer acknowledges that fund transfers to the Customer's Selected Accounts involve risk.
21. If the Receiving Party is in default in the interbank settlement before the Customer's payment has been made to it, the payment will not be made and the debit entry in the Customer's account will accordingly be reversed.
22. For any transaction effected in any currency other than Hong Kong currency, the Bank shall have absolute discretion to convert such foreign currency into Hong Kong currency and/or such other currency(ies) at the Bank's rate of exchange determined by the Bank at the time the transaction is processed without reference to or consent from the Customer.
23. Deposit of foreign currency note(s)/coin(s) and/or cheque(s) by use of the Card and the ATM is not permitted and the Bank will not be responsible for the consequences of any such deposit and/or attempted deposit of any such items.
24. ATM services of the Card within or outside Hong Kong are subject to the respective daily transaction limits as determined by the Bank or set by the Customer through the Bank (whichever is lower in each case) and the scope of services as determined by the Bank from time to time.
25. The Bank may revise any of the terms or add new terms to these Terms and Conditions at any time. The revised terms and conditions when displayed, advertised or brought to the attention of the Customer by appropriate means at the Bank's discretion shall become effective and be binding on the Customer and if the Customer continues to use the Card on or after the effective date thereof, such revisions will be deemed to be accepted.
26. The Customer's use of the Card shall at all times be subject to these Terms and Conditions currently enforced for the time being imposed by the Bank. The Customer may at any time return the Card to the Bank by cutting the Card in half and returning the pieces to the Bank whereupon an actual receipt by the Bank of the pieces of the Card, the Card account shall be cancelled and these Terms and Conditions shall no longer apply to the Card.
27. If at any time any of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any of the other terms and conditions hereof.
28. No act or omission by the Bank pursuant to these Terms and Conditions shall affect its rights, powers and remedies thereunder or any further or other exercise of such rights, powers or remedies.
29. The Chinese version of these Terms and Conditions is for reference only. If there is any conflict between the English and the Chinese versions, the English version shall apply and prevail.
30. Words and phrases in these Terms and Conditions shall be read and construed in accordance with the definitions contained hereto. Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.
31. These Terms and Conditions shall be binding on the Bank and the Customer and his/her/their personal representatives, successors and permitted assigns.
32. These Terms and Conditions shall be governed by the applicable laws of Hong Kong Special Administrative Region of the People's Republic of China and by the Bank's by-laws, regulations and practices, brought to the attention of the Customer by display, advertisement or otherwise as the foregoing are now in effect or as hereafter amended, enacted or adopted. The Courts of Hong Kong shall have the non-exclusive jurisdiction to determine, enforce and adjudicate all disputes and claims arising out of the above and in connection therewith.
33. No person other than the Customer or the Bank 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 the Terms and Conditions.