



大眾銀行(香港)

PUBLIC BANK (HONG KONG)

(馬來西亞大眾銀行附屬公司 A subsidiary of Public Bank Berhad, Malaysia)

## PUBLIC BANK (HONG KONG) LIMITED CREDIT CARD CARDHOLDER AGREEMENT

### 1. Definitions

- (a) In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
- (i) "Bank" means Public Bank (Hong Kong) Limited, its successors and assigns.
  - (ii) "Bank Account" means an account of the Cardholder (other than a Card Account) maintained with the Bank through which the Cardholder is entitled to effect Banking Transaction.
  - (iii) "Banking Transaction" means a transaction effected through a Bank Account by the use of the Card and the PIN.
  - (iv) "Card" means, as appropriate, a Visa Credit Card or any affinity card, or any other credit card or card product issued by the Bank alone or in conjunction with any other institution to a Cardholder from time to time, either as a Principal Card or as a Supplementary Card.
  - (v) "Card Account" means the account opened and maintained by the Bank in connection with the use of the Card (including the Principal Card and any Supplementary Card) and/or the Virtual Card (including the Principal Virtual Card and any Supplementary Virtual Card) and reference to "Card Account" shall include Virtual Card Account. The expression "joint account" means the account opened and maintained by the Bank in the name of the Principal Cardholder in respect of the Principal Card and all Supplementary Card(s) and/or (as the case may be) in respect of the Principal Virtual Card and all Supplementary Virtual Card(s).
  - (vi) "Cardholder" means the Person to whom a Card bearing that Person's name is issued by the Bank and/or to whom a Virtual Card is issued by the Bank (including in the case of a joint account, the Principal Cardholder and any Supplementary Cardholder) and, where the context permits or requires, its personal representative(s) and lawful successor(s).
  - (vii) "Card Association" means Visa Worldwide Pte.Ltd. and its successors and assigns.
  - (viii) "Designated Scheme" means the scheme from time to time designated by the Bank for promotion of goods and/or services as contemplated under Clause 12(b)(ix)(B) of this Agreement.
  - (ix) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
  - (x) "Contactless Transactions" means any Transactions effected through contactless payment application (the availability of which is subject to the Bank and Card Association may from time to time determine) whether the same is authorized by Cardholder or not (unless Clause 8 applies);
  - (xi) "Minimum Payment" means such minimum amount of the Statement Balance as the Bank may specify from time to time at its sole discretion which shall be paid by the Cardholder to the Bank on or before each Payment Due Date provided under Clause 7(a).
  - (xii) "Payment Due Date" means the date on which the Statement Balance is due and payable by the Cardholder to the Bank as indicated in the Statement.
  - (xiii) "PDP Ordinance" means the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong.
  - (xiv) "Person" means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever.
  - (xv) "PIN" means, in relation to a Cardholder, the personal identification number for the time being provided by the Bank to a Cardholder or selected by a Cardholder to enable the Cardholder to gain access to such function(s) as the Bank may approve from time to time (including gaining access to certain Terminals).

- (xvi) "Principal Card" means a Card issued to a Principal Cardholder.
  - (xvii) "Principal Cardholder" means a Cardholder at the joint requests of whom and another Person a Supplementary Card and/or a Supplementary Virtual Card is issued to that other Person, and in whose name a joint account is opened and maintained by the Bank.
  - (xviii) "Principal Virtual Card" means a Virtual Card issued to a Principal Cardholder.
  - (xix) "Statement" means a monthly statement of account sent by the Bank to a Cardholder relating to the Card Account.
  - (xx) "Statement Balance" means the debit balance of the Card Account (if any) for any month owed by the Cardholder to the Bank in respect of Transactions as shall be specified by the Bank in the relevant Statement.
  - (xxi) "Supplementary Card" means a Card from time to time issued by the Bank to a Supplementary Cardholder at the joint requests of such Supplementary Cardholder and the Principal Cardholder.
  - (xxii) "Supplementary Cardholder" means a Person to whom a Card and/or a Virtual Card is issued at the joint requests of the Principal Cardholder and that Person.
  - (xxiii) "Supplementary Virtual Card" means a Virtual Card from time to time issued by the Bank to a Supplementary Cardholder at the joint request of such Supplementary Cardholder and the Principal Cardholder.
  - (xxiv) "Terminal" means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal installed by the Bank or other institutions through which Transactions may be effected.
  - (xxv) "Transactions" means any transaction effected through the Card Account or the use of the Card and/or the Virtual Card and reference to "Transaction" shall include Virtual Card Transaction.
  - (xxvi) "Virtual Card" means the credit card product and/or service offered by the Bank to a Cardholder from time to time (either as a Principal Virtual Card or as a Supplementary Virtual Card) by means of a Virtual Card Account Number where no physical card will be issued therefor and shall include Visa Virtual Card or other Virtual Cards from time to time issued by the Bank.
  - (xxvii) "Virtual Card Account" means an account opened and maintained by the Bank in connection with the use of the Virtual Card.
  - (xxviii) "Virtual Card Account Number" means the account number assigned by the Bank to the Cardholder in respect of a Virtual Card enabling the Cardholder to make Virtual Card Transaction which are to be settled under the Virtual Card Account.
  - (xxix) "Virtual Card Transaction" means any hire or purchase of goods and/or services and any other transaction(s) as the Bank may approve from time to time effected through the Virtual Card Account or by the use of the Virtual Card Account Number via internet, telephone, fax or mail orders or other means as the Bank may from time to time determine (as the case may be).
- (b) In this Agreement, unless the context requires otherwise:
- (i) words denoting one gender shall include all other genders;
  - (ii) words denoting the singular shall include the plural and vice versa;
  - (iii) references to any statute or statutory provisions shall where the context so admits or requires be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time; and
  - (iv) references to this Agreement and any document referred to herein are references to this Agreement and such document as from time to time amended, supplemented, novated, restated or replaced and any document which amends, supplements, novates, restates or replaces this Agreement or such document (as the case may be).
- (c) Headings are for convenience only and shall not affect the construction of this Agreement.

### 2. Applicability of this Agreement

Any and each use of the Card and/or the Virtual Card and operation of the Bank Account are subject to the terms and conditions of this Agreement from time to time in force and the Cardholder agrees to be bound by this Agreement upon his signature on the application form or the Card or upon this acknowledging receipt of the Card or the Virtual Card Account Number or activating the Card or the Virtual Card in such manner as the Bank may require or upon his use of the Card and/or the Virtual Card (whether or not he has

acknowledged receipt of the Card and/or the Virtual Card Account Number or activating the Card and/or the Virtual Card).

### 3. The Card, PIN and Virtual Card Account Number

- (a) The Cardholder shall sign at the space provided on the Card immediately upon receipt from the Bank and call the customer service hotline to activate the Card and/or the Virtual Card or otherwise acknowledge receipt of the Card and/or the Virtual Card Account Number or activate the Card and/or the Virtual Card immediately in such other manner as the Bank may require. The Cardholder shall at all times and from time to time fully indemnify the Bank or any other Person whomsoever against all losses and liabilities whatsoever suffered or incurred by the Bank or that Person in connection with or arising out of any failure or delay in so doing.
- (b) Every Card is the property of the Bank and must be surrendered to the Bank upon demand by the Bank or its duly authorized agent at any time, notwithstanding that the expiry date embossed on the face of the Card may not have expired.
- (c) The Cardholder shall at all times take reasonable care of the Card, the PIN and the Virtual Card Account Number and keep the Card safely under his personal control and the PIN and the Virtual Card Account Number secure and confidential. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card safe and the PIN secret to prevent fraud:
  - (i) keep any record of the PIN and the Virtual Card Account Number separate from the Card;
  - (ii) destroy the original printed copy of the PIN;
  - (iii) never write down the PIN on the Card or on anything usually kept with or near it;
  - (iv) never write down or record the PIN without disguising it; and
  - (v) never use any easily accessible personal information as the PIN.
- (d) The Cardholder shall at no time and under no circumstances disclose his PIN or the Virtual Card Account Number to any Person, or allow the Card, the PIN and/or the Virtual Card Account Number to be used by any other Person. Upon notice or suspicion of the PIN or the Virtual Card Account Number being disclosed to any unauthorized Person or any unauthorized Transaction being effected, the Cardholder shall notify the Bank immediately.
- (e) No physical card will be issued to the Cardholder in respect of the Virtual Card. Subject to payment of the relevant fees (which shall be at such rate and for such period and payable in such manner as the Bank may determine and from time to time), the Cardholder of a Virtual Card may request the Bank to convert the Virtual Card to a Card and issue a physical card therefore or to issue a new Card and the Cardholder shall continue to be bound by the terms and conditions of this Agreement.

### 4. Use of the Card and/or the Virtual Card

- (a) Subject to Clauses 6 and 10 below, the Cardholder can use the Card to obtain cash by way of advance from any branches of the Bank operating in Hong Kong or other locations or Terminals as specified by the Bank from time to time. The maximum amount of cash advance shall be 70% of the credit limit or any cash advance limit (which shall form part of the credit limit) as may be specified by the Bank from time to time, whichever is lower, in respect of the relevant Card Account. In cases where a cash advance is to be obtained from a Terminal, the amount of cash advance will further be subject to the daily withdrawal limit of any Terminal operated or designated by the Bank and the availability of cash at the Terminal(s). Notwithstanding anything to the contrary herein contained, the Cardholder may not use the Virtual Card to obtain any cash advance unless otherwise specified by the Bank.
- (b) Subject to Clause 10 below, the Card and/or the Virtual Card may be used:
  - (i) within their respective credit limits determined by the Bank at its absolute discretion and notified by the Bank to the Cardholder from time to time; and
  - (ii) between the valid date (if any) and the expiry date embossed on the face of the Card (in case of the Card only) or as notified by the Bank to the Cardholder from time to time (in case of the Card and/or the Virtual Card).
- (c) Unless otherwise provided herein, the Cardholder's right to use the Card and/or the Virtual Card shall be terminated forthwith:
  - (i) in the event mentioned in Clause 10 hereof; or
  - (ii) in the event of loss or theft of the Card or disclosure of the PIN or the Virtual Card Account Number to any unauthorized Person (as the case may be).
- (d) If a Cardholder loses or damages his Card or requires renewal, replacement or

additional Card(s) or if a Cardholder requires a new, replacement or additional Virtual Card Account Number(s), the Bank may at its discretion issue such Card(s) or Virtual Card Account Number(s) (as the case may be) as the Cardholder may require and for a fee to be determined by the Bank at its absolute discretion from time to time.

- (e) The Card and the Virtual Card Account Number are not transferable and may be used only by the Cardholder. The Card and the Virtual Card Account Number may not be pledged by any Cardholder as security for any purpose whatsoever.
- (f) Without prejudice to Clause 6 below, the Cardholder shall immediately make good any amount in excess of the credit limit notified by the Bank, whenever incurred, by payment to the Bank whether or not a demand has been made by the Bank in connection therewith.
- (g) Cardholder may choose to opt out of the overlimit facility for Card Account. After the opt-out has taken effect, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an overlimit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payments and transactions approved yet late posted) without prior notice to the Cardholder.
- (h) Any complaints from the Cardholder against any contracted Visa merchant shall be resolved by the two parties concerned and the existence of any claims or disputes between these two parties shall not relieve the Cardholders obligations to settle any sums outstanding to the Bank. Any request by mail, fax, telephone or different electronic delivery channels including, with limitation, the internet and mobile phone made by a Cardholder to any merchant establishment for the supply of goods or services to be charged to the Card Account shall constitute authority for the merchant to issue sales draft for the amount to be charged and an acknowledgement that the sales draft, if endorsed "Mail Order", "Fax Order", "Telephone Order" or "Electronic Means Order", as the case may be, shall be deemed as having been duly signed by the Cardholder and cannot be countermanded by the Cardholder.
  - (i) Use of the Card and/or the Virtual Card shall be subject to the terms and conditions in force at the time of use, including any amendments or additions provided in Clause 9 herein.
  - (j) The Cardholder shall not use the Card and/or the Virtual Card to pay for any illegal purchase or for any other illegal purpose. In particular, the Cardholder shall not use or involve the Card and/or the Virtual Card, the Card Account and/or the Virtual Card Account and other service of the Bank for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Transaction which (in the sole determination of the Bank) is or suspected to involve any gambling or illegal activity. If the Cardholder uses or allows or causes to be permitted any other Person to use the Card and/or the Virtual Card, the Card Account and/or the Virtual Card Account and other service of the Bank for any purpose, the Cardholder shall be responsible for such use and shall be required to reimburse and indemnify the Bank, Visa and/or other relevant institutions/Persons (as the case may be) fully for all amounts and expenses (including legal fee) as well as all other losses, liabilities and damages which they may reasonably incur or suffer as a result of such use or breach by the Cardholder.
- (k) The Cardholder shall act in good faith at all times in relation to all dealings with the Card and/or the Virtual Card, the PIN and the Bank.

### 5. Billing

- (a) The Bank will issue to the Cardholder (or to the Principal Cardholder in the case of a joint account) a Statement for each month during which there was/were Transaction(s) with a concise record of all Transaction(s) and the annual fees, finance charges, service charges or other charges payable.
- (b) The Statement shall indicate:
  - (i) the Statement Balance in Hong Kong dollars (where applicable, in respect of the Principal Card/Principal Virtual Card and/or each Supplementary Card/Supplementary Virtual Card) as at the date of the Statement;
  - (ii) the Payment Due Date;
  - (iii) the Minimum Payment; and
  - (iv) (where a Transaction is incurred in a currency other than Hong Kong dollars) the Hong Kong dollar equivalent of the Transaction at such exchange rate as the Bank may at its absolute discretion determine from time to time.
- (c) The Statement, in the absence of any manifest error, shall be accepted by the Cardholder for all purposes as correct except to the extent that the Cardholder notifies the Bank in writing of any alleged error or omission within 60 days of the date of the

Statement or the Bank notifies the Cardholder of an error. The Bank's records shall, in all other respects and for all purposes, be final, conclusive and binding on the Cardholder and the Cardholder agrees to:

- (i) examine such Statement and notify the Bank of any error or omission within 60 days of the date of the Statement;
  - (ii) inform the Bank if no Statement or regular Statement is received; and
  - (iii) pay the entire balance due to the Bank on demand.
- (d) The Cardholder shall be liable to the Bank to settle the entire outstanding balance in the Card Account and any charge or fee effected or incurred but not then debited to the Card Account. The Bank shall be entitled to impose finance charges on all amounts due from the Cardholder in such manner and at such rate as it shall at its absolute discretion determine from time to time under this Agreement and other fees subject only to all applicable laws.

## 6. Charges

### (a) Finance Charge

- (i) For cash advances, a finance charge will be made on the daily unpaid cash advance balance and interest accrued thereon from the respective dates of advance until the date of repayment of the same.
  - (ii) No finance charge will be charged on any hire or purchase of goods and/or services effected through the use of the Card or the Virtual Card if the full amount of the Statement Balance is received by the Bank on or before the Payment Due Date.
  - (iii) If the Cardholder fails to pay the whole of Statement Balance by the Payment Due Date, a finance charge will be charged on the daily unpaid balance (whether due or not) from the date of the Statement immediately preceding the said Payment Due Date until the outstanding amount of the Statement Balance is repaid in full.
  - (iv) The finance charge to be made as aforesaid will be calculated on a daily basis at a rate to be determined by the Bank at its absolute discretion from time to time.
- (b) Late Charge if at any time the Minimum Payment specified in a Statement has not been paid by the Payment Due Date, a late charge calculated at a rate to be determined by the Bank at its absolute discretion from time to time will be charged.
- (c) Cash Advance Service Charge A cash advance fee calculated at the rate determined by the Bank at its absolute discretion from time to time in respect of the amount of each cash advance shall be charged to the Card Account.
- (d) Annual Fee An annual fee at such rate as the Bank may from time to time determine at its absolute discretion will be charged to the Card Account every year on a date as may be stipulated by the Bank.
- (e) Transfer or Withdrawal of Card Balance Fee A fee calculated at the rate as the Bank may at its absolute discretion determine from time to time will be charged for any transfer or withdrawal of Card balance.
- (f) If the Statement Balance exceeds the credit limit for the time being assigned to the Card Account (excluding the overlimit status caused by any fee and charges billed by the bank, the Bank reserves the right to charge an overlimit handling fee which will be debited to the Card Account on the Statement Date.
- (g) Card Replacement Fee A handling fee will be charged at a rate to be determined by the Bank for the supply of a replacement Card or a replacement Virtual Card Account Number.
- (h) Duplicate Statement and Sales Slip Retrieval Fee A service fee will be specified by the Bank from time to time will be charged to the Card Account for the provision by the Bank of any records or copies of Statement or sales slip in connection with the Card Account.
- (i) Other Fees Other fees, charges and expenses may be charged by the Bank from time to time as it may determine at its absolute discretion.
- (j) The Bank shall specify the rate for finance charges, the fees, charges and/or commissions for the operations or maintenance of any Card Account or the provision of credit card services in any schedule of fees published by the Bank from time to time, provided that the Bank may vary the rate for finance charges, the fees, charges and/or commissions or their basis of calculation upon giving 60 days' prior notice to the Cardholder in such manner as the Bank may consider appropriate (including display or posting on the Bank's banking halls). Such schedule of fees shall be made

available to the Cardholder upon request.

## 7. Repayment

### (a) Minimum Payment

- (i) The Cardholder agrees to pay at least the minimum payment as shown in the Statement on or before the Payment Due Date. The minimum payment is calculated at the rate as the Bank may from time to time determine at its absolute discretion, plus any amount in excess of the applicable credit limit.
- (ii) The Cardholder may pay any amount in excess of the Minimum Payment. Unless the Cardholder pays the full amount of the Statement Balance, a finance charge will be payable in accordance with Clause 6(a) hereof.
- (iii) If the Minimum Payment of the previous Statement has not been settled in full, any overdue Minimum Payment will be incorporated into the Minimum Payment of the current Statement.

### (b) Credit Limit

- (i) The Card Account shall be subject to such credit limit(s) as may be determined by the Bank at its absolute discretion from time to time. In case of a joint account, the Principal Cardholder and the Supplementary Cardholder(s) may be subject to separate and independent credit limit(s) or may share any credit limit(s) in such proportion as the Bank may at its absolute discretion specify if the Bank sees fit to do so.
  - (ii) The Cardholder agrees to reimburse the Bank forthwith for any amount in excess of such credit limit(s) in accordance with Clause 4(f) together with any fee charged by the Bank in connection therewith.
- (c) Payment received shall be applied towards repayment of the minimum payment; payment received in excess of the minimum payment due shall be applied firstly towards repayment of Finance Charge on Cash Advance and any hire or purchase of goods and/or services; secondly, Cash Advances Service Charge and Other Service Fees; thirdly, Late Charge, Overlimit Fee and Annual Fee; fourthly, the installment amount; fifthly, the amount in respect of Cash Advance and any hire or purchase of goods and/or services.
- (d) Payment to the Bank may be made by such means as the Bank shall from time to time stipulate. If payments are made by the use of a customer activated terminal, such payment will be made subject to the terms and conditions of the terminal or the Bank's transaction records. If payments are made by the use of e-Cheques, such payment will be made subject to the Rules for Account Holder, including its supplement(s). The Rules for Account Holder is available at any branch of our Bank and our Bank's website ([www.publicbank.com.hk](http://www.publicbank.com.hk)).
- (e) If the Bank shall have incurred any reasonable costs, expenses or fees for the recovery or attempted recovery of any sums, costs and expenses payable hereunder by the Cardholder or as a result of the enforcement of any terms and conditions hereof, the Cardholder shall fully reimburse and indemnify the Bank for and against all such reasonable costs, expenses or fees (including legal fees on a solicitor and own client basis) sustained or incurred in that connection without any deduction whatsoever.
- (f) The Cardholder will directly settle disputes between merchants and the Cardholder for goods and services hired or purchased. The Bank will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card or Virtual Card.
- (g) Credits to the Card Account for refunds made by merchants will be made only when the Bank receives a properly issued credit voucher in such form as shall be acceptable to the Bank and duly signed by the merchants making the refund.
- (h) Each Cardholder (including the Principal Cardholder and any Supplementary Cardholder) hereby agrees that without prejudice to other rights conferred by law or under any other agreement, the Bank may at any time and without prior notice set off or transfer any monies standing to the credit of such Cardholder's bank accounts of whatever description (including current accounts and deposit accounts) and in whatever currency and whether held singly or jointly with others in or towards satisfaction or discharge of all sums due by such Cardholder to the Bank in connection with the Card Account. Insofar as any of the sums may only be due to the Bank contingently or in future, the Bank's liability to such Cardholder to make payment of any sums standing to the credit of any such accounts will, to the extent necessary to cover such sums, be suspended until the happening of the contingency or further event. For the avoidance of doubt, such sums or deposits shall only become repayable to such Cardholder if and when all the obligations, liabilities and outstanding

amounts due to the Bank by such Cardholder under this Agreement have been fully discharged. The Bank is further authorized by the Cardholder to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the costs of each conversion shall be borne by the Cardholder and forms part of the Bank's right of set-off hereunder. The Bank may exercise its rights hereunder notwithstanding that cheques or other payment orders may previously have been drawn or given by the Cardholder on any of the said bank accounts but not paid or effected by the Bank at the time of such exercise, and the bank shall not be liable for any loss or damage occasioned thereby, including any loss or damage occasioned by the dishonour of any cheques or payment orders resulting from insufficient funds in any of the said bank accounts because of the Bank having exercised its right of set-off for any debts and liabilities hereunder.

- (i) Payment to the Bank shall only be deemed to have been made when actually received by the Bank and without any set off, claim, condition, restriction, deduction or withholding whatsoever.
- (j) Payment to the Bank will only be deemed to have been received by the Bank and credited to the Card Account when received in good and cleared funds and if payment is made in foreign currency, the Card Account will only be credited with such payment after conversion by the Bank into Hong Kong dollars in accordance with its normal practice at the prevailing rate as determined by the Bank at its absolute discretion from time to time and after deduction of all collection costs.
- (k) The Bank will be entitled (but not bound) to give effect to any instruction given by a Cardholder that payment may be effected by crediting the Card Account with the amount of the outstanding balance and debiting the like amount with such other account as may have been established by the Cardholder with the Bank for whatever purposes.
- (l) In the case of a joint account, the Principal Cardholder shall be liable for all payments due in respect of the Card Account under this Agreement (including those effected or deemed to be effected or incurred by any Supplementary Card or Supplementary Virtual Card or Supplementary Cardholder hereunder) and each Supplementary Cardholder shall only be liable for all payments due in respect of the Card Account under this Agreement which were effected or incurred or deemed to be effected or incurred by such Supplementary Cardholder or the Supplementary Card or Supplementary Virtual Card of such Supplementary Cardholder hereunder. The Bank's determination as to the respective amounts payable by the Principal Cardholder and/or the Supplementary Cardholder pursuant to this Clause 7(l) shall, in the absence of manifest error, be conclusive and binding on the Principal Cardholder and the Supplementary Cardholder.
- (m) Notwithstanding any provision in this Agreement, the Cardholder shall make full payment of all monies due to the Bank under this Agreement from time to time and at any time on demand by the Bank.

## 8. Loss, Theft and Unauthorized Transactions

- (a) The Cardholder must report to the Bank immediately and confirm in writing as soon as reasonably practicable thereafter any loss or theft of the Card (including the Principal Card and/or any Supplementary Card) or disclosure of the PIN or the Virtual Card Account Number to any unauthorized Person or suspicion of any counterfeit card bearing the same Card Account number of the Cardholder or purported to be issued in respect of the Card Account or suspicion of any unauthorized use of any Card or the Virtual Card Account Number. The Principal Cardholder and each Supplementary Cardholder shall be responsible for all Transactions, costs and damages effected or caused by the use of the Card and/or the Virtual Card Account Number whether or not authorized by the Cardholder (including the Principal Cardholder or any Supplementary Cardholder) except that if the Cardholder reports the loss or theft or disclosure immediately and has acted diligently and in good faith (including taking adequate steps to safeguard the Card, the PIN and the Virtual Card Account Number and keep the PIN separately from the Card in the manner set out in Clause 3 above), the Cardholder shall not be responsible for any unauthorized Transactions after their notification to the Bank of the loss or theft or disclosure thereof. For the avoidance of doubt, the Cardholder shall in any event be responsible for any loss or theft of the Card or disclosure of the PIN or the Virtual Card Account Number to any unauthorized Person when such Card or the Virtual Card Account Number has been used for an unauthorized Transaction before the Cardholder has informed the Bank in respect of the loss or theft of the Card or disclosure of the PIN or the Virtual Card Account Number to any unauthorized Person. The Bank may act on any oral notice purportedly given by the Cardholder and any action so taken by the Bank shall not render the Bank liable to the Cardholder or otherwise discharge any liability of the Cardholder. Subject to Clause 8(b) below, the maximum liability

of the Cardholder for such loss or theft of each Card (excluding those arising as a result of or in connection with the disclosure of the PIN or the Virtual Card Account Number to any unauthorized Person by the Cardholder and all unauthorized cash advances effected with the use of the PIN before the Bank actually receives the loss, theft or misuse report) shall be HK\$500.

- (b) Notwithstanding anything contained herein to the contrary, the Cardholder shall indemnify the Bank in full for all losses and/or other liabilities or damages it has incurred or sustained if the Cardholder has acted fraudulently or with gross negligence or where the Cardholder has failed to take adequate steps to safeguard the Card, the PIN and/or the Virtual Card Account Number including taking those steps set out in Clause 3 above or as otherwise specified by the Bank from time to time or where the Cardholder has failed to report the loss or theft of the Card or disclosure of the PIN or the Virtual Card Account Number to any unauthorized Person as soon as reasonably practicable after having found that such Card has been lost or stolen or such PIN or Virtual Card Account Number has been so disclosed.
- (c) In the event that the Cardholder shall have informed the Bank of any unauthorized Transaction before the Payment Due Date and payment of the disputed amount has been withheld over the period when investigation in respect thereof is conducted by the Bank, the Bank reserves the right to re-impose any finance charges on such disputed amount over the period commencing from the date of transaction (except that in the case of cash advance the finance charge of which shall be calculated from the date of advance) until full payment of the disputed amount together with all related finance charges calculated at a rate to be determined by the Bank from time to time if such dispute made by the Cardholder shall subsequently be proved to be unfounded.

## 9. Amendments and Additions

- (a) The Bank hereby reserves the right at any time to amend the terms of this Agreement including, without limitation, the rates of any charges or fees and method of payment or to provide additional terms from time to time to take effect upon giving reasonable prior notice to the Cardholder, provided always that the amendments which affect fees and charges and the liabilities or obligations of the Cardholder shall not take effect unless 60 days' prior notice has been given to the Cardholder in such manner as the Bank may consider appropriate.
- (b) If the Cardholder does not accept such amendments or additions, the Cardholder shall before the date when the amendment or addition is to take effect give written notice to the Bank terminating the Card Account and the use of the Card and the Virtual Card and returning to the Bank the Card in the manner set out in Clause 10(b)(ii)(C).
- (c) If the Cardholder retains the Card or uses the Card or the Virtual Card after the relevant date mentioned in Clause 9(b), he shall be deemed to have accepted and agreed to such amendments and additions without reservation.
- (d) The Bank may notify the Cardholder the amendments or additions to the terms of this Agreement by specifying the same in the Statement or in accordance with Clause 13(b) or in such other manner as the Bank may determine.

## 10. Breach, Termination, Cancellation and Suspension

- (a) In the event of any breach of the terms of this Agreement by the Cardholder, the Bank is entitled to terminate this Agreement and notwithstanding any prior agreement or arrangement between the Bank and the Cardholder to the contrary, the Cardholder (in case of a joint account, the Principal Cardholder and any Supplementary Cardholder) shall pay to the Bank on demand:
  - (i) all monies due as at the date of demand (or subsequent demands), whether or not already reflected in the Statement Balance of a Statement; and
  - (ii) all losses and damages arising out of the use of the Card and/or the Virtual Card by the Cardholder (or in case of a joint account, by the Principal Cardholder or any Supplementary Cardholder) and all reasonable costs and expenses (including legal fee and collector fee as stated above) for the recovery thereof.Notwithstanding, each Cardholder shall be responsible for all Transactions, reasonable costs, expenses, losses and damages caused by or arising out of the use of his Card and/or his Virtual Card.
- (b) Termination, Cancellation and Suspension
  - (i) Use of the Card and/or the Virtual Card shall be terminated forthwith without notice upon the death, bankruptcy or insolvency of the Cardholder or upon any other reasons deemed fit by the Bank.
  - (ii) The Bank reserves the right at its absolute discretion to terminate, cancel, suspend, withdraw or revoke any use of the Card and/or the Virtual Card and

any services thereby offered or disapprove any Transaction (including Banking Transaction) with or without giving any prior notice or reason and the Bank shall not be liable for any loss or damage of whatsoever nature which the Cardholder may suffer directly or indirectly as a result of such termination, cancellation, suspension or disapproval and whereupon the Cardholder is to surrender the Card to the Bank and/or stop using the Virtual Card on demand.

- (A) The Principal Cardholder may at any time terminate, cancel or suspend the use of the Card (which includes the Principal Card and any Supplementary Card as the case may be) and/or the Virtual Card (which includes the Principal Virtual Card and any Supplementary Virtual Card) in the manner set out in Clause 10(b)(ii)(C) effective upon the Bank actually receiving the relevant written notice and (where applicable) the Card. In the event that the Bank has been requested by the Principal Cardholder to terminate, cancel or suspend the use of the Supplementary Card and that the Supplementary Card is not returned to the Bank at the same time, the Bank (if requested to do so by the Principal Cardholder) shall be entitled to stop any further use of the Supplementary Card in line with the procedures which apply to lost Cards. The Principal Cardholder shall be liable for all and any payments arising from the use of the Supplementary Card(s) until such Card(s) has (have) been returned or until the Bank is able to implement the procedures which apply to lost Cards. The Principal Cardholder shall be liable to pay all and any related charges arising from implementing such procedure.
- (B) A Supplementary Cardholder may at any time terminate, cancel or suspend the use of its Supplementary Card or Supplementary Virtual Card in the manner set out in Clause 10(b)(ii)(C) effective upon the Bank actually receiving the relevant written notice and (where applicable) the Card.
- (C) Any notice given by a Cardholder for termination, cancellation or suspension of the use of the Card and/or the Virtual Card shall be in writing and (where applicable) the Card (where appropriate, the Principal Card and any Supplementary Card) shall be returned to the Bank at the same time. Each returned Card shall be duly defaced by cutting off the front top right-hand corner so as to ensure that both the hologram and the magnetic stripe have been cut.
- (D) The Principal Cardholder and each Supplementary Cardholder shall be liable for all and any Transactions effected and for all amounts owed to the Bank in respect of the Card Account pursuant to this Agreement whether the same shall be effected or incurred prior to or after the return of the Card.
- (iii) In the event that the Bank has fully settled or agreed to settle the payment for the goods and/or services hired or purchased by the Cardholder and the Cardholder agrees to pay the hire or purchase price (whether in whole or in part) of the goods and/or services to the Bank by instalments through the Card Account, all the instalment(s) outstanding by the Cardholder to the Bank shall become due and payable immediately upon the termination or cancellation of the use of the Card (which includes the Principal Card and any Supplementary Card), or as the case may be, the Virtual Card (which includes the Principal Virtual Card and any Supplementary Virtual Card) for any reason whatsoever. Further, the Cardholder shall forthwith upon such termination or cancellation repay all the outstanding instalment(s) to the Bank (regardless of whether the Bank has demanded it or not).
- (iv) Upon termination, cancellation or suspension of the Card and/or the Virtual Card for whatever reason, the provisions of Clause 10(a)(i) and 10(a)(ii) shall apply and the Bank shall have the right to determine at its own discretion whether or not to settle any Transaction entered into by or on behalf of the Cardholder prior to or after such termination, cancellation or suspension. Without prejudice to other rights of the Bank, after termination, cancellation or suspension of the Card and/or the Virtual Card, the Bank shall be entitled to impose all such charges and fees and at the rate(s) as specified in Clause 6 on any unpaid sums on a daily basis from the date of termination, cancellation or suspension of the Card and/or the Virtual Card until full payment of all outstanding balance due by the Cardholder to the Bank whether before or after judgment.
- (v) Upon termination, cancellation or suspension of the Card and/or the Virtual Card for whatever reason, the Cardholder shall forthwith effect cancellation or termination of all outstanding payment instructions or authorizations which require payment out of the Card Account in favour of a third party to the intent that no further debit transaction shall be made out of the Card Account or

through the use of the Card and/or the Virtual Card. The Cardholder agrees to indemnify and keep the Bank indemnified against any loss suffered by the Bank arising directly or indirectly from the Cardholder's failure to cancel or terminate such instructions or authorization.

## 11. Exclusion of Liability

- (a) The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of :
- (i) any defect in any goods or services supplied;
  - (ii) the refusal of any Person or Terminal to honour or accept a Card or a Virtual Card;
  - (iii) the malfunction or failure of any Terminal if the malfunction or failure is obvious or advised by a message or notice on display;
  - (iv) a Transaction effected other than by a Cardholder;
  - (v) any statement made by any Person requesting for the return of the Card or any act performed by any Person in conjunction therewith;
  - (vi) the exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other Person or Terminal;
  - (vii) the exercise by the Bank of its right to terminate, cancel, suspend, withdraw or revoke any Card or Virtual Card or the Card Account pursuant to Clause 10 herein;
  - (viii) any injury to the credit character and reputation of the Cardholder in relation to or in connection with any request for the return of the Card or the refusal of any Person to honour or accept the Card and/or the Virtual Card;
  - (ix) any circumstances beyond the control of the Bank;
  - (x) any misstatement, misrepresentation or omission in any details disclosed by the Bank pursuant to Clause 12 below; or
  - (xi) any act of fraud, forgery or gross negligence of the Cardholder including (without limitation) cases where the Cardholder has failed to observe Clause 3(c) and/or follow any other recommendations of the Bank from time to time regarding the safety and secrecy of the Card, the PIN and the Virtual Card Account Number.
  - (xii) any circumstances in the event that the Bank is unable to perform its obligations under this Agreement as a result of, either directly or indirectly the failure of any data processing system, transmission link or technology system (include software and hardware), or any delays or failure in performance, in whole or in part, thereunder caused by or consequential to acts of terrorism, acts of God, war, strike, labour dispute, works stoppage, fire, acts of government or any other cause, as the case may be, whether similar or dissimilar that is beyond the control of the Bank, its employee, agents, contractors or subcontractors.
- (b) Each Cardholder will be liable for all transactions effected through the use of the Card and/or the Virtual Card even if no sales slip is signed by him and/or the credit limit specified by the Bank is exceeded. Types of Transactions effected without the Cardholder's signature may include, without limitation, orders placed by telephone, fax or mail, or different electronic delivery channels including, without limitation, the internet and mobile phone, direct debit authorization, or use of Card in an automated teller machine (whether or not such a device is that of the Bank), at merchant's point-of-sale terminal, or in any other device approved by the Bank from time to time.

## 12. Disclosure of Information

If the Cardholder is an individual or consists of individuals, any personal data (as defined in the PDP Ordinance) which the Cardholder provides to the Bank in the application for the Card or that the Bank obtained from any other sources shall be treated in accordance with the Bank's "Notice to Customers and Other relating to the Personal Data (Privacy) Ordinance and Public Bank (Hong Kong) Limited's Data Policy etc." ("Data Policy") from time to time. The Cardholder shall be deemed to have read and understood the Data Policy and agree that the Data Policy shall form part of these Terms and Conditions.

## 13. Communication

- (a) Any of the following documents to be given by the Bank to the Principal Cardholder shall be deemed to have been so given to such Principal Cardholder and each Supplementary Cardholder if posted to such Principal Cardholder and being served in the manner set out in Clause 13(b) below:

- (i) the Statement, including service of the demand for payment thereby constituted and of any notice contained in the Statement for which provision is made in this Agreement;
  - (ii) any other demand, communication or notice made or given by the Bank pursuant to any provision of this Agreement or otherwise for the purpose of or in connection with this Agreement; and
  - (iii) legal process, in the event of any legal proceedings in respect of this Agreement.
- (b) Any of the documents mentioned in Clause 13(a) above may be served by sending the same by ordinary post to the usual or last known address of the Principal Cardholder as shown in the file record of the Bank, and such document shall be deemed to have been duly served two days after the date of posting if mailed to an address in Hong Kong or seven days after posting if mailed to an address outside Hong Kong, save that in the case of legal process these periods shall be increased to seven and twenty one days respectively. Items sent to the Cardholder are sent at the Cardholder's risks. All notices or other communications sent by the Cardholder to the Bank shall be deemed to have been served on the date of actual receipt by the Bank.
- (c) (i) Notwithstanding anything contained in this Agreement to the contrary, the Bank is requested and authorized to act in accordance with and to rely on any instruction or other notice or communication (each a "notice" for the purpose of this sub-clause) which may be or purport to be given by the Cardholder.
  - (ii) The Bank may act as aforesaid on any notice which the Bank in good faith believes to be genuine and to have emanated from any Cardholder. The Bank may but shall not be obliged to check or verify the genuineness or authenticity of the signature of or the identity of any Person giving or purporting to give the notice in the name of the Cardholder.
  - (iii) Each Cardholder undertakes to keep the Bank indemnified against all claims, demands, actions, proceedings, damages, losses and reasonable costs and expenses brought against or incurred by the Bank and arising out of anything done or omitted to be done by the Bank pursuant to any notice it received as aforesaid.
  - (iv) The Bank's record of any such notice shall be conclusive and binding on the Cardholder in whose name the notice was given.

#### 14. Overseas Transactions Fee

Transactions effected in currencies other than Hong Kong dollars are debited into your credit card account after conversion into Hong Kong dollars on the date the items is processed at a rate (such exchange rate may differ from that on the transaction date due to market fluctuation) determined by Visa plus a transaction fee charged by Visa to the Bank (for details, please refer to the "Credit Card/Corporate Card Fee Schedule" or visit web site of Public Bank (Hong Kong) [www.publicbank.com.hk](http://www.publicbank.com.hk)).

#### 15. Expenses of Enforcement

The Cardholder acknowledges and agrees that the Bank may appoint debt collecting agencies and/or institutions for the collection of any money due by the Cardholder to the Bank under this Agreement and without prejudice to the indemnity contained in Clause 7(e) hereof, the Cardholder agrees to indemnify the Bank in full on demand against all reasonable costs, expenses and charges incurred by the Bank and/or such debt collecting agencies and/or institutions in such collection.

#### 16. Automated Teller Machines Facilities

- (a) Transactions effected through automated teller machines ("ATM Transactions") other than cash advances and payments to the Card Account may not appear on the Statement but will appear on the monthly statement, passbook or other transaction records of the Bank Account(s) concerned. Record of the Bank in respect of the ATM Transactions shall be conclusive and binding on the Cardholder for all purposes.
- (b) Except to the extent that these terms and conditions require otherwise, the Bank Accounts shall be governed by the respective prevailing rules and regulations applicable to the Bank Accounts and the rules and regulations governing the Bank Accounts operated through automated teller machine or any other devices or terminals for effecting payment or transfer of funds by electronic means from time to time announced by the Bank. A Cardholder who no longer requires access to automated teller machine facility for the purpose of effecting Banking Transactions shall notify the Bank immediately in writing.

#### 17. Delegation of Credit Card Services

The Bank may, at its absolute discretion and on such terms and conditions as it may consider appropriate, delegate any services in relation to the operation of the Card, the Virtual Card and/or related products (including, without limitation, the processing and approval of authorization code, customer service, chargeback, fraud and security control, settlement with any card companies and merchants and card embossing, keeping and handling Cardholder's data and other information) to the Bank's agent or any third parties which the Bank may select from time to time (including Card Alliance Company Limited) without prior consent of or notice to the Cardholder. The Bank shall be under no obligation to notify the Cardholder of the existence of any such delegation or any matters in connection therewith.

#### 18. Third party rights

No person other than the Cardholder and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Agreement.

#### 19. Law and Language

- (a) This Agreement shall be construed by the laws of Hong Kong and each Cardholder (including the Principal Cardholder and any Supplementary Cardholder) and the Bank agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong and the terms herein may be enforced in any place where the Cardholder or his assets may be found.
- (b) If at any time, any of the terms and conditions hereof is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.
- (c) Nothing in this Agreement shall operate so as to exclude or restrict any liability, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong.
- (d) This Agreement is written in both English and Chinese language and in the event of conflict, the English version shall prevail.

#### 20. Miscellaneous

- (a) Without prejudice to the other provisions of this Agreement, if the Cardholder shall be absent from Hong Kong for a period exceeding one month, arrangement shall be made to settle the Card Account prior to his departure.
- (b) The Bank may assign or transfer all or any of its interests, rights and obligations under this Agreement to any Bank Group Member or any member of Public Bank (Hong Kong) Limited without the prior written consent of the Cardholder and the Cardholder agree to execute such documents and do such acts and things as the Bank may reasonably require to give full effect to such assignment or transfer.

#### 21. No Waiver

- (a) No delay or omission on the part of the Bank in exercising any right or remedy under this Agreement shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Agreement or that or any other right or remedy.
- (b) Any waiver by the Bank of any terms of this Agreement or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given.