

PB Card Terms and Conditions

The PB Card ("the Card") is issued to the Cardholder on application by Public Bank (Hong Kong) Limited ("the Bank") subject to the following terms and conditions. Cardholder should read the following terms and conditions carefully before using the Card as some of these terms may impose significant liabilities or obligations on the Cardholder. Upon using the Card, Cardholder will be deemed to have accepted all the following terms and conditions and will be bound by them.

Restriction on the use of the Card

1. The Card can be used on any one of the Automatic Teller Machines ("ATM") with the JETCO logo installed by or belonging to the Bank or any Member Bank of the JETCO ATM Network ("Member Bank") in Hong Kong and Macau.
2. The Card is and shall at all times be the property of the Bank and the Cardholder shall surrender the Card to the Bank immediately upon the Bank's demand irrespective of whether the Bank has given any prior notice or any reason therefor.
3. The Card shall only and exclusively be used by the Cardholder and is not transferable.
4. For withdrawal of foreign currencies from HKD account via the Bank's ATM or ATMs labeled by "JETCO" logo through HKD account, if the transaction is foreign currencies, the transaction amount is converted at the exchange rates set by the "JETCO" member bank which is displayed on the ATM screen at the time of the transaction.
5. The Bank shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card.

Security of Card/Personal Identification Number

6. The Cardholder shall act in good faith and exercise all due care and attention to prevent the loss of and/or use of the Card or the "Personal Identity Number" ("PIN") designated for operating the ATM of the Bank or the ATM of any other Member Bank by any third party, in particular:
 - (a) at no time and under no circumstances shall the Cardholder disclose to any person whatsoever his PIN or allow the Card and the PIN to be used by any person other than the Cardholder;
 - (b) the Cardholder shall destroy the original printed copy of the PIN after memorizing the PIN;
 - (c) the Cardholder shall never write down the PIN on the Card or on anything usually kept with or near it;
 - (d) the Cardholder shall not write down or record the PIN without disguising it;
 - (e) the Cardholder shall avoid using easily accessible personal data or information such as personal telephone number, birthday, Hong Kong Identity Card number or passport number as the PIN.

Cardholder's Liability

7. In the event of loss or theft or misuse of the Card/PIN, the Cardholder shall immediately notify such loss or theft or misuse to the Bank either in writing or by telephone at such telephone number(s) as the Bank may from time to time prescribe. Telephone notification will be acted on by the Bank only if the Cardholder can be identified satisfactorily. The Bank may also ask the Cardholder to confirm in writing any details given by telephone. The Cardholder shall be fully responsible for all transactions involving the use of the Card by any person whatsoever whether or not authorized by the Cardholder prior to the Bank's actual receipt of such written notice or acceptance of the Cardholder's notification by telephone (as the case may be). Further if any replacement card is issued, the Bank is entitled to charge a fee therefor.
8. The Cardholder shall be liable for all transactions whether or not made with his knowledge or by his authority if he has acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the obligations of the Cardholder set out in clauses 6 and 7 above.
9. The Card shall be used for withdrawal or transfer at ATM of the Bank or any other Member Bank only if there are sufficient funds or available credit limit in the account of the Cardholder therefor. If withdrawal or transfer is made without sufficient funds or exceed available credit limit in the account, the Cardholder 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.
10. Save and except for forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill; and forgery or fraud or manifest error on the part of the Bank, the records of the Bank in relation to any transactions made by the use of the Card on any ATM shall in all respect be conclusively binding on the cardholder.

11. Provided that the Cardholder has not acted fraudulently or with gross negligence and has complied with the obligations set out in clauses 6 and 7 above, the Cardholder shall not be liable for losses incurred:
 - (a) in the event or misuse when the Card has not been received by the Cardholder;
 - (b) for all transactions not authorized by the Cardholder after the Bank has been given adequate notification that the Card/PIN has been lost or stolen or misused;
 - (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display; and
 - (d) when transactions are made through the use of counterfeit cards.
12. Without prejudice to any other provisions of these terms and conditions, the Cardholder hereby further agrees to indemnify the Bank and keep the Bank fully indemnified by any suits, actions, losses, claims, damages and demands which are of reasonable amount and may be reasonably suffered or incurred by the Bank arising from or relating to transactions effected by the Cardholder by using the Card and the ATM, including but not limited to making withdrawals, deposits or effecting transfer of funds from account(s) held with the Bank. This indemnity shall continue notwithstanding any termination of the account(s) or of this agreement with the Cardholder.
13. The Card and the related PIN are issued and delivered to the Cardholder at his own risk.
14. The Cardholder may apply for cheque book of his current account by use of the Card and the ATM and such application shall have the same effect as the submission by the Cardholder to the Bank of the Bank's Cheque Application Form duly completed and signed.
15. In these terms and conditions, if the Cardholder shall consist of more than one person, these terms and conditions shall be binding on them jointly and severally and each and every one of the Cardholder shall be jointly and severally responsible for all transactions involving the use of the Card so issued and unless the context otherwise requires or permits, words herein denoting the singular shall include the plural and vice versa and any notice served pursuant to these terms and conditions shall be deemed to have been sufficient service on the Cardholder, if served on any one of them.

Limitation of Liability

16. The liability of the Bank and/or any Member Bank for any loss is limited to the amount of the relevant transaction or, if less, the actual loss incurred by the Cardholder and any interest on those amounts.
17. Subject to clause 11(c) above, the Bank and/or any Member Bank 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.

Right of Set-off

18. The Bank may at any time and without notice or consent from the Cardholder or any one or more of them set-off or transfer any monies standing to the credit of the Bank accounts of the Cardholder or any one or more of them of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) towards discharge of all sums due to the Bank under these terms and conditions or arising out of the use of the Card.
19. The Cardholder hereby irrevocably authorizes the Bank to debit (without any prior notice to the Cardholder) the account(s) of the Cardholder with the Bank the amount of any withdrawal, transfer and/or transaction involving the use of the Card at ATM of the Bank or at the ATM of any other Member Bank.

Charges

20. The Bank hereby reserves all rights to charge a fee for the use of the Card and such fee shall be at such rate and for such period and payable in such manner as the Bank may announce from time to time. Any such fee may be varied subject to the notice of the Bank for a period of 30 days provided always that any continual retention or use of the Card after such announcement or variation whether or not the Cardholder has actual notice or knowledge thereof, shall be binding on and payable by the Cardholder and provided further that such fee shall not be refundable irrespective of early cancellation of the Card either by the Cardholder or by the Bank.

Miscellaneous

21. Data held by the Bank relating to the Cardholder shall be kept confidential but the Bank may disclose to any Member Bank and/or its agents, delegates and other institutions, such information concerning the account of the Cardholder as the Bank may deem necessary or appropriate arising out of or in connection with the use of the Card.
22. The Card Embossing Process of the Bank Cards (include PB Cards and any banking facility card issued by the Bank from time to time) has been outstanding to the service provider(s) located in Hong Kong or outside Hong Kong, e.g. Mainland China (the "Service Provider(s)"). As a result, the personal data of the Bank Card Holders may be disclosed or transferred to the Service Provider(s) appointed by the Bank. The appointed Service Provider(s) will adopt stringent security measures to ensure the personal data of customers are kept in strict confidence in the Card Embossing Process. However, the personal data of customers may need to be provided or disclosed to any person to whom the Bank or any of its appointed Service Providers is under an obligation to make disclosure under the requirements of any binding law, or under and for the purposes of any guidelines issued by regulatory or other authorities (including but not limited to government departments, judiciary or tax authorities) with which the Bank or any of its Service Providers are expected to comply.

23. The Bank reserves the right at all times at its absolute discretion to terminate this agreement with the Cardholder by withdrawal of the Card or the service thereby provided, or by refusing to renew the Card without giving any reason therefor and without any prior notice to the Cardholder. The Cardholder may at any time cancel the Card by cutting the Card in half and returning the pieces to the Bank. The Card will be cancelled upon actual receipt by the Bank of the pieces of the Card. The Cardholder's use of the Card shall at all time be subject to all the terms and conditions currently in force for the time being irrespective of the Cardholder's actual notices or knowledge thereof.
24. The Bank shall be entitled to alter, amend and/or add to these terms and conditions as the Bank may in the Bank's absolute discretion think fit by giving reasonable prior notice to the Cardholder. Provided that for any amendment or addition which affects fees and charges and the liabilities or obligations of the Cardholder, the notice period will be 30 days. The Cardholder is entitled to terminate the Card by returning it to the Bank if he does not accept any such amendment. Otherwise, the terms and conditions as altered, amended and/or added to shall be effective and binding on the Cardholder.
25. No person other than the customer 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 these terms and conditions.
26. These terms and conditions shall be construed and governed by the laws of Hong Kong Special Administrative Region. The parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

The English version of these terms and conditions shall prevail whenever there is a discrepancy between the English and the Chinese versions.

PB Card Interbank Transfer Terms and Conditions

The PB Card can be used on ATM of the Bank or any other JETCO member bank in The Hong Kong Special Administrative Region to effect Interbank Transfer Service and the use of such service shall be subject to the following terms and conditions:

1. The Cardholder's account will be debited by the Bank on receipt of the interbank transfer request.
2. Receiving banks may credit received funds to the payee accounts at different times and the Bank shall not be responsible as to when the transferred funds will actually be credited to the payee accounts.
3. The Bank shall not be responsible in any circumstances to recover any amount paid to the receiving banks and shall not be responsible if any receiving bank fails for any reason to pay the transferee.
4. The Cardholder acknowledges that funds transfers to third party accounts involve risks, for example, in the event of payments to unauthorized third party accounts.
5. The Bank has the right at any time to reverse any credit to the Cardholder's account if the paying bank fails for any reason to make payment to the Bank.
6. If a receiving bank is in default in the interbank settlement before the Cardholder's payment has been made to such receiving bank, the payment would not be made and the debit entry in the Cardholder's account would accordingly be reversed.
7. Where funds are received through an ATM from the paying bank for the Cardholder's account, the Bank will credit the funds to the Cardholder's account in accordance with the Bank's practice from time to time.

The English Version of these terms and conditions shall prevail whenever there is a discrepancy between the English and the Chinese versions.

Effective from 31 May 2021

大眾卡條款

大眾銀行（香港）有限公司（下稱「本銀行」）依照下列條款將大眾卡（下稱「該卡」）發給申請人（下稱「持卡人」）。持卡人應在使用該卡之前小心閱讀下列條款，某些條款可能致使持卡人承擔重大責任。當持卡人使用該卡，即表示持卡人已接受下列所有條款，並須受該等條款所約束。

使用卡之限制

1. 該卡可在本銀行或香港及澳門其他銀通會員銀行（下稱「會員銀行」）貼有「銀通」標誌的自動櫃員機（下稱「銀通機」）上使用。
2. 該卡之所有權屬於本銀行，本銀行得不經事先通知或申述理由而逕行要求持卡人將該卡交回本銀行，持卡人必須立即照辦。
3. 該卡不得轉借他人使用。
4. 持卡人透過本行自動櫃員機或貼有「銀通」標誌的自動櫃員機進行交易，若於港元戶口提取外幣，交易金額將按照交易時該「銀通」會員銀行於自動櫃員機畫面所顯示的匯率進行兌換。
5. 本銀行有權隨時對該卡在金額或其他方面的使用加以限制。

卡及私人密碼的保存

6. 持卡人必須妥善保管該卡及將使用銀通機之私人密碼（下稱「私人密碼」）保密，以免遺失及 / 或防止他人冒用該卡及私人密碼；持卡人應謹記：-
 - (a) 在任何情況下均不得將私人密碼告知他人或容許他人使用該卡和私人密碼；
 - (b) 在記熟了私人密碼後，將私人密碼通知書銷毀；
 - (c) 不應將私人密碼寫在該卡上或經常與該卡同時保存之任何物件之上；
 - (d) 不應直接記載該私人密碼而不加以掩藏；及
 - (e) 避免使用容易猜中與持卡人身份有關之數據或資料，例如：個人電話號碼、生日日期、香港身份證號碼或護照號碼，作為私人密碼。

持卡人責任

7. 該卡或私人密碼如有遺失或被竊或被冒用，持卡人必須立即以書面或本銀行指定之電話號碼通知本銀行。本銀行有權在確實持卡人身份，或要求持卡人以書面給予進一步資料後，才接受有關電話通知。惟本銀行在接獲該通知或接受有關電話通知之前，持卡人仍須對該卡使用之後果負責。持卡人並同意本銀行對補發新卡收取費用。
8. 倘若持卡人作出欺詐行為或因嚴重疏忽或未能依循第 6 及第 7 項條文所載之預防措施或遵守有關持卡人之責任時，持卡人須對一切有關交易負責，不論持卡人是否知悉或是否經持卡人授權。
9. 憑該卡在銀通機提款或作轉賬支付時，持卡人賬內須有足夠之存款或信貸額。如有存款不敷而出現透支或其信貸額因款項不敷而出現過額，持卡人須在本銀行通知時，立即償還該透支款項，並照本銀行當時所訂利率加付透支利息。
10. 除非因本銀行未能合理審慎及熟練地察辦任何第三方的偽造或欺騙行為，或本銀行之偽造、欺詐或明顯錯誤，一切關於持卡人使用該卡在銀通機所作之交易以本銀行紀錄為準並對持卡人具有約束力。

11. 只要持卡人並無欺詐行為或嚴重疏忽並已履行第 6 及第 7 項條文所載之有關持卡人之責任時，持卡人毋須就下列情況所產生之損失負責：
 - (a) 在持卡人收到該卡之前的冒用行為；
 - (b) 在本銀行實際收到遺失、被竊或冒用之報告後所發生之所有未經授權交易；
 - (c) 直接由於終端機發生故障所產生的損失，而該故障並不明顯，或並未在屏幕上顯示訊息或通知或以其他方式知會持卡人；及
 - (d) 透過使用偽卡而執行的交易。
12. 在不影響其他條款下，本銀行倘因持卡人使用該卡和銀通機提款、存款或作轉賬支付等交易所引起的一切爭執、訴訟、損失或索償，持卡人願負責合理的賠償。本條文在持卡人賬戶或本協議被終止後仍然持續有效。
13. 本銀行將該卡及有關之私人密碼遞交持卡人時，一切風險由持卡人承擔。
14. 持卡人同意經銀通機所作之支票簿申領與填寫一般支票簿申請書有同樣效力。
15. 倘基本或附加賬戶之持卡人多於一人者，則彼等在此條款下之責任及使用該卡所作出之交易乃屬聯同及個別承擔。又按文義所需，單數詞當包括眾數。根據此條款發給其中任何一戶主之通知，得視為對其全體戶主之有效通知。

責任的範圍

16. 本銀行及 / 或會員銀行就任何損失的責任謹限於有關交易的金額或持卡人的實際損失，兩者之間以金額較少為上限。
17. 受限於第 11(c) 項條文，如該卡因任何緣故不能使用或銀通機操作失靈等，本銀行及 / 或其他會員銀行毋須負責。

抵銷權

18. 本銀行可毋須事前通知或獲得各持卡人之同意隨時將各持卡人之銀行賬戶（包括但不限於往來存款、儲蓄存款、有期存款或通知存款賬戶）結存抵銷或償付因使用該卡或根據此規則所引致積欠本銀行之一切債務。
19. 使用該卡在銀通機所作之提款，轉賬支付及 / 或其他支付，本銀行有權不經事先通知，逕行將該等款項在持卡人賬戶內支付。該項權力由持卡人授與本銀行，並不得撤銷。

費用

20. 本銀行對用卡者保留收取費用的一切權利，而費率、期限及支付方式將以本銀行隨時公布的為準。本銀行在條訂有關費用時將以三十天事先通知持卡人。若持卡人在公佈或修訂後仍繼續保留或使用該卡則無論持卡人是否知悉或已接得通知仍須受上述的約束並應支付有關費用。倘因任何原因取消或被銀行終止該卡之使用，已收之年費一律概不發還。

雜項

21. 持卡人資料會被保密，但本銀行在有需要或適當時，會將持卡人銀行戶口資料提供予其他會員銀行或其代理人、受託人及 / 或其他機構。
22. 本銀行銀行卡（包括但不限於大眾卡、及本銀行不時發出的銀行服務卡）之打卡工序已外判到位於香港或香港境外，如中國內地的服務供應商（以下稱為「服務供應商」）進行。因此，本銀行銀行卡持有人的個人資料將有機會被披露及轉移至本銀行所委任的服務供應商。被委任的服務供應商會採用嚴密的保安措施，確保客戶的個人資料在工序中得到保密。然而，本銀行或任何其委任的服務供應商可能會因須按照適用法律的規定履行披露責任，或因遵

行監管或其他管理機構（包括但不限於政府部門、司法機關或稅務機關）所發出並適用於本銀行或任何其委任的服務供應商的指引，向有關法律或指引所指的任何人士提供或披露客戶的個人資料。

23. 本銀行得保留權利不給予理由及通知隨時終止銀通機服務或拒換新卡而無須給予任何理由或事先通知持卡人。持卡人可隨時將此卡一剪為二歸還本銀行而取消此卡，本銀行在實際收到該卡後，方正式取消該卡。持卡人使用該卡將受當時有效的條款約束，不論持卡人是否知道或收到實際之通知。
24. 本銀行有權給予合理事先通知持卡人隨時修訂上述各項條款，但若有關之修改或增補會影響費用及收費以及持卡人之責任及義務，則所須之通知期為三十天。若持卡人不接受有關修訂，可將此卡歸還本銀行而取消此卡。否則，一經修訂之條款將立即生效，並對持卡人具有約束力。
25. 除客戶及本銀行外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款的任何條文，或享有本條款的任何條文下的利益。
26. 本條款按香港特別行政區法律詮釋及管轄，各方當事人同意受香港法院的非專屬司法管轄權管轄。

中文譯本文義如與英文本有歧異，概以英文本為準。

大眾卡跨行轉賬條款

大眾卡之持卡人透過本銀行或其他銀通會員銀行之櫃員機於香港特別行政區內進行轉賬交易時，即表示持卡人已接受下列所有條款並須受該等條款所約束：

1. 轉賬款項將在本銀行接受轉賬要求之同時在持卡人賬戶內扣除。
2. 本銀行毋須對收款銀行何時將轉賬款項存入收款人之賬戶作任何保證及責任。
3. 本銀行概不對任何轉賬至收款銀行之款項承擔責任及毋須對收款銀行因任何原因而未能將轉賬款項存入收款人之賬戶而承擔任何責任。
4. 持卡人確知轉賬至第三者賬戶涉及風險；如將款項錯轉存至未授權的第三者賬戶。
5. 如付款銀行因任何原因未能將款項轉賬至本銀行，本銀行有權隨時將該款項由持卡人賬戶內扣回。
6. 如收款銀行未能於銀行結算時成功收妥本銀行之轉賬款項，則本銀行會將該款項存回持卡人賬戶內。
7. 本銀行將按不時修訂之常規將由付款銀行收到之轉賬款項存入持卡人賬戶。

中文譯本文義如與英文本有歧異，概以英文本為準。

由 2021 年 5 月 31 日開始生效