

Terms and Conditions 條款及細則

DAH SING CORPORATE CARD/ CORPORATE PURCHASING CARD TERMS AND CONDITIONS

IMPORTANT: Please read this Corporate Cardholder Agreement carefully and make sure that you understand the terms and Conditions before using the Card (as defined below)

1. Definitions

In the terms and conditions of this Agreement, unless the context otherwise requires, the following expressions have the following meanings:-

 - (a) "ATM" means an automated teller machine installed by the Bank or any other institutions through which a Banking Transaction may be effected.
 - (b) "Bank" means Dah Sing Bank, Limited, its successors and assigns.
 - (c) "Bank Account" means either the account of the Cardholder and/or an account of the Company maintained with the Bank.
 - (d) "Banking Transaction" means a transaction effected through a Bank Account by the use of the Card and the PIN.
 - (e) "Card" means, a Classic Visa Card, Gold Visa Card, Platinum Visa Card, Visa payWave Card, MasterCard Card, Gold MasterCard Card, Platinum MasterCard Card, MasterCard PayPass Card, an Internet Credit Card, RMB Credit Card, Dual Currency Credit Card or any other Credit Cards (howsoever described) from time to time issued by the Bank (alone or in conjunction with other institutions) to the Cardholder and/or the Company (following the joint application and request of the Cardholder and the Company) including any replacement or additional or renewal cards, in the form of a physical card or electronic account.
 - (f) "Card Account" means the account opened and maintained by the Bank in connection with the use of the Card (including an account comprised in the Card) either in the name of the Cardholder or in the name of the Company or both.
 - (g) "Cardholder" means the person to whom a Card bearing that person's name is issued.
 - (h) "Dual Currency Credit Card" means a Credit Card with two Card Accounts comprising a Hong Kong Dollar account and a RMB account.
 - (i) "The Company" means a sole proprietorship, partnership or limited liabilities company at whose request the Card Account is opened and maintained by the Bank, and a Card or Cards issued.
 - (j) "Foreign Exchange Limit" means the maximum cash amount of RMB which an individual is allowed to take out of Mainland China on a single occasion on daily basis as announced by the authorities in Mainland China.
 - (k) "Mainland China" means any part of PRC, other than Hong Kong, Macau and Taiwan.
 - (l) "MasterCard PayPass Transaction" or "Visa payWave Transaction" means any acquisition of goods or services, including cash withdrawal, cash advance, deposit or transfer whether authorized by the Cardholder or not (subject always to the limit of liability under Clause 9) effected through the contactless payment application device introduced by the Bank on such terms as the Bank may announce from time to time and known as "MasterCard PayPass" or "Visa payWave".
 - (m) "Person" means any individual, corporation, firm, company, institution or other natural or legal person whatsoever.
 - (n) "PIN" means in relation to a Cardholder the Personal Identification Number required to gain access to a terminal and/or ATM.
 - (o) "PRC" means the People's Republic of China.
 - (p) "RMB" means Renminbi, the lawful currency of PRC.
 - (q) "RMB Card" means a Credit Card using RMB as means of denomination and payment and for use in Mainland China.
 - (r) "Statement" means a monthly statement of account sent by the Bank to the Company and/or Cardholder, setting out the state of account in the Card Account.
 - (s) "Transaction" means any payment for hire or purchase of goods and/or services, cash advance, whether effected with or without the signature of the Cardholder, at any approved point of sale terminal, by telephone, fax, mail, through electronic means or otherwise and includes MasterCard PayPass Transaction of VISA payWave Transaction.
 - (t) Unless the context requires otherwise:-
 - (i) words denoting one gender shall include all other genders; and
 - (ii) words denoting the singular shall include the plural and vice versa.
2. Applicability of this Agreement

The use of the Card and the operation of the Card and the Bank Account are subject to the terms and conditions of this Agreement from time to time in force and both the Company and the Cardholder agree to be bound by Cardholder's signature on or use of the Card and/or the application form and/or the cardholder nomination form (whether or not the Company or Cardholder has acknowledged receipt of the Card).
3. The Card
 - (a) The Card is the property of the Bank and must be surrendered to the Bank upon demand.
 - (b) (i) The Cardholder shall at all times ensure that the Card is kept in a safe place and take reasonable steps to keep the Card safe and the PIN secret to prevent fraud. (ii) Transaction instructions must be given in such a way that no confidential information is disclosed to any third party. The Bank shall not be liable in any way for any disclosure (whether or not authorized or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction instruction except in case of willful default or negligence. (iii) The Cardholder shall under no circumstances whatsoever allow the Card and/or PIN to be used by or disclosed to any other person. (iv) The Cardholder shall destroy the original printed copy of the PIN. (v) The Cardholder shall in no circumstances write down the PIN on the Card or on anything usually kept with or near the Card. (vi) The PIN shall always be disguised if written down or recorded in any form. (vii) The Cardholder will sign the Card immediately upon receipt. (viii) A renewal card will be issued 30 days prior to the Card expiry date and deemed received and accepted by the Cardholder unless the Bank receives a contrary notice in writing within the said 30 days' period. The Cardholder and the Company undertake to promptly inform the Bank if the renewal card is not received by the Card expiry date. (ix) The Card may be collected by any person authorised in writing by the Company and the recipient's acknowledgment of receipt amounts to acceptance of the terms and conditions herein as amended from time to time. (x) The Card will be issued in the name(s) of the person(s) nominated in writing by the Company. (xi) The Card shall be used exclusively by the Cardholder, and is non-transferable and shall not be pledged by the Company and/or the Cardholder as a security or for unlawful purposes, including payment for any illegal gambling.
4. Use of the Card
 - (a) The Card is denominated in RMB or Hong Kong Dollars. RMB Card is, except that a Dual Currency Credit Card is denominated in both RMB (in respect of the RMB account) and Hong Kong Dollars (in respect of the Hong Kong Dollar account). RMB Card and (in respect of the RMB account comprised in it) Dual Currency Credit Card are only valid for use in Mainland China (unless otherwise announced by the Bank) and for acquisition of goods and/or services from designated merchants and/or cash advances in RMB at designated ATM or other outlets.
 - (b) The Card may be used:- (i) within the aggregate and individual credit limit notified by the Bank to the Company and/or Cardholder, and for that purpose the Bank shall grant an aggregate credit limit to the Company which aggregate credit limit shall be allocated by the Bank equally among the Cardholders unless the Company instructs the Bank in writing of the manner of allocation for individual credit limit (for Dual Currency Credit Card, the credit limit is shared among all the accounts comprised in it, and for the purpose of determining whether the credit limit is exceeded, the rates of exchange determined by the Bank shall apply). Both the Company and the Cardholder agree to repay forthwith any amount in excess of the individual and aggregate credit limit (whether demanded or not) together with any special levy at an amount to be determined by the Bank on each occasion the limit is exceeded (ii) between the valid date (if any) and the expiry date embossed on its face or assigned by the Bank. The Bank has the sole discretion to determine the credit limit and to adjust it as the Bank may think fit, and to approve any Transaction which may cause the credit limit to be exceeded. Both the Company and the Cardholder shall be fully liable for all Transactions effected through use of the Card whether or not the credit limit (if applicable) has been exceeded. The credit limit may be cancelled at any time by the Bank without condition or prior notice. Notwithstanding that the Transaction may not result in the credit limit notified by the Bank being exceeded, the Bank may at any time with or without notice, and without giving any reason or liability on the part of the Bank, refuse to approve any Transaction(s) or to act on any relevant instructions.
 - (c) The Cardholder's right to use the Card shall determine forthwith:- (i) in the events mentioned in Clause 11 hereof or; (ii) in the event of loss or theft of the Card.
 - (d) If a Cardholder loses or damages his Card or requires renewal, replacement or additional Cards the Bank may at its discretion issue such Card or Cards as the Cardholder may require and consented to by the Company and for a fee.
 - (e) Use of the Card shall be subject to the terms and conditions current at the time of use, including any amendments or additions and foreign exchange controls provided in Clause 8 herein for RMB Cards.
 - (f) The Card shall not be used for any unlawful purposes including payment for any illegal gambling and the Bank has the absolute discretion to refuse to approve any Transaction(s) or to act on any relevant instructions which it reasonably believes or suspects to be illegal or for unlawful purposes.
 - (g) Cash advance may be effected over bank counters or through ATMs in either Hong Kong and/or Mainland China depending on the card brand and as designated by the Bank from time to time and a handling fee and exchange charges at a rate determined by the Bank will be charged in respect of each cash advance under Clause 6(E) hereof.
 - (h) For Dual Currency Credit Card, any Transactions in RMB will be posted to the RMB account, and any Transactions in Hong Kong Dollars or other foreign currency (other than RMB) will be posted to the Hong Kong Dollar account. Notwithstanding the aforesaid, due to the settlement arrangement, some Transactions in RMB may be posted to the Hong Kong Dollar account if the Transaction is processed by the merchant or financial institution in Hong Kong Dollar.
 - (i) RMB Card and Dual Currency Credit Card shall not be used in settling RMB cross-border trade transactions between Mainland China and overseas countries including the region of Hong Kong.
5. Billing
 - (a) The Bank will issue a Statement of the Card Account at monthly intervals with record of all Transactions effected by the use of the Card and the annual fees, interest, service or other charges payable but the Bank is entitled not to issue a Statement if there has been no Transaction since the previous Statement.
 - (b) The Statement shall indicate in Hong Kong Dollars or RMB for RMB Card; (in relation to Dual Currency Credit Card, in Hong Kong Dollars for the Hong Kong Dollar account and in RMB for the RMB account); (i) the amount then outstanding as at the date of Statement; (ii) the payment due date; (iii) the minimum payment required (if applicable); (iv) (where a Transaction is incurred or processed in a currency other than RMB or Hong Kong Dollars the currency of the Card Account comprised in the Card) the Hong Kong Dollar or (in the case of RMB Card or the RMB account comprised in Dual Currency Credit Card) RMB equivalent of the Transaction at such exchange rate as the Bank may determine.
 - (c) The Statement shall be final and conclusive in the absence of manifest error 60 days after its date and both the Company and the Cardholder agree to (i) examine such Statement and notify the Bank of any error or omission or any unauthorized transactions within 60 days from the statement date; (ii) inform the Bank if no Statement or regular Statement is received; (iii) pay the entire balance due on demand.
 - (d) The Statement will be sent to the Cardholder and the Company by mail or such other means as may be determined by the Bank. However, if the Cardholder/Company has advised the Bank that he/it does not require the Statement to be sent to him/it, the Statement may, at the discretion of the Bank, not be sent to the Cardholder/Company but the Cardholder/Company may by quoting such password as may be assigned by the Bank gain access to the Statement through the internet at such web site as may be designated by the Bank from time to time. In such event the Cardholder/Company undertakes to check the Statement whether through the Internet or otherwise from time to time and in any event no less than once every calendar month to ensure that no unauthorized Transactions have been effected through the Card.
6. Charges
 - (a) Minimum Payment Due - (a) Where the Bank permits payment of a minimum sum as stated in the Statement, both the Cardholder and the Company agree to pay the minimum payment due as shown in the Statement on or before the payment due date as indicated in the Statement. The minimum payment due is calculated at a percentage of the entire balance as at date of Statement subject to a minimum charge, plus the amount in excess of the applicable credit limit. For Dual Currency Credit Card, there are separate minimum payments for the RMB account and the Hong Kong Dollar account. (b) The Cardholder and the Company may pay any amount in excess of the minimum payment due. Unless the Cardholder and the Company pay the full amount outstanding, a finance charge will be made in accordance with Clause 6C herein.
 - (b) Credit Excess (a) The Card Account shall be subject to a credit limit determined by the Bank from time to time. (b) The Cardholder and the Company agree to reimburse the Bank forthwith (and in any event not later than the payment due date on each payment) any amount in excess of each time. (c) The Cardholder and the Company shall pay a special levy (in an amount determined by the Bank) on each occasion the credit limit is exceeded.
 - (c) Finance Charge - (a) No finance charge (other than finance charge on cash advances calculated from date of advance) will be charged on the relevant Card Account shown in the Statement provided that the Cardholder and the Company pay the full amount not later than the payment due date. (b) If the Cardholder and the Company elect to make partial payment or payment of the minimum payments due as stated in the Statement in respect of a Card Account (where a minimum payment provision is contained in the Statement and not otherwise), a finance charge will be made on: (i) the full amounts of the Statement balance in the Relevant Card Account as from date of the Statement until repayment; and (ii) the amount of all new Transactions in respect of the relevant Card Account (other than cash advance the finance charge of which is calculated from date of cash advance) from date of the respective transaction dates of the new Transactions, notwithstanding that such new Transactions are not due for repayment. (c) The finance charge will be at such percentage per month as announced by the Bank (with an annualized percentage rate equivalent) calculated on a daily basis, provided that if there are any delinquent records during a specified period, the finance charge will be of a higher percentage per month as announced by the Bank.
 - (d) Late Charge - A late charge representing a percentage per month will be levied on the full amount of the relevant minimum payment due (where minimum payment is permitted); (subject to a minimum sum and a maximum sum as announced by the Bank) if the Cardholder and the Company fail to make payment of the minimum payment due on or before the payment due date as indicated in the Statement. A late charge will also be levied in case full payment is required as stated in the Statement.
 - (e) Facilities for cash advance (from the Bank through any ATM terminal operated by other approved institutions or bearing the Jetco and/or Visa/MasterCard Logo and/or China UnionPay) will be available if requested for by the Company and approved by the Bank. The amount of the cash advance shall be subject to the available cash credit limit of the individual Cardholder and the Company and the daily withdrawal limits of any terminals operated or designated by the Bank and for RMB Card subject to the provisions of Clause 8 hereof. A cash advance fee or cash withdrawal fee at such rate as the Bank may determine from time to time by reference to the amount of each cash advance or cash withdrawal, (but subject to a minimum fee) shall be charged to the Card Account, and to be paid before the payment due date specified in the Statement.
 - (f) Service Charge - A non-refundable annual service charge as the Bank may from time to time determine will be charged to the Cardholder's Account every year on a date stipulated by the Bank.
 - (g) Returned Cheque/Rejected Autopay Charge - A handling fee as announced by the Bank will be charged for any cheque issued in settlement of account which is dishonoured or in relation to any autopay authorization which is either dishonoured or revoked without the consent of the Bank.
 - (h) Miscellaneous Charges - The Bank may in appropriate circumstances also charge the Cardholder and the Company other fees and charges including but not limited to sales draft retrieval fee, statements retrieval fee and fee for credit balance withdrawal, at such amounts as determined and announced by the Bank from time to time. All fees and charges payable by the Cardholder and the Company shall be subject to such minimum sum as may be announced by the Bank.
 - (i) Should the Bank accept payment in currencies other than Hong Kong Dollars, (or in the case of RMB Card or the RMB account of a Dual Currency Credit Card, other than RMB), such a payment shall be converted into Hong Kong Dollars (or, as the case may be, RMB) at the Bank's discretion and at a rate of exchange determined by the Bank and/or at a rate of exchange determined by Visa International, and/or MasterCard International and/or China UnionPay and for a fee as announced by the Bank, and/or Visa International, and/or MasterCard International and/or China UnionPay. Any such fees and charges shall be debited into the Card Account.
7. Repayment
 - (a) Payment received shall be applied first towards interest or finance charges; and secondly towards other fees and costs, legal or otherwise; and thirdly towards reimbursement of the costs of Transactions, and fourthly towards repayment of Cash Advances; provided that the outstanding amount due for the longest period under each of these categories shall be satisfied first. For Dual Currency Credit Card, debit balance in the Hong Kong Dollar account and RMB account shall be settled separately and in their respective currencies, and any excess payment to any one account will not be credited towards settlement of the outstanding balance of the other account.
 - (b) Payment Method - Unless the Statement mentions and permits payment of a minimum sum out of the total outstanding due, the Company and the Cardholder jointly and severally agree to pay the full amount due as shown in the Statement on or before the payment due date.
 - (c) 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 subject to the terms and conditions of the terminal or the Bank's transaction records and deposit envelopes.
 - (d) Deposits by the use of the Card on any ATM whether by cheque or by cash will only be credited after verification and collection.

- (e) If the Bank shall have incurred any legal fees for the recovery of any sums, costs and expenses payable hereunder by the Cardholder and the Company or as a result of the enforcement of any terms or conditions hereof, the Cardholder and the Company shall fully reimburse the Bank of all such legal fees and other fees or expenses incurred in that connection without any deduction whatsoever (in reasonable amounts and as reasonably incurred and detailed breakdown of such legal fees and expenses shall be provided by the Bank at the request of the Cardholder and the Company).
- (f) The Cardholder shall directly settle disputes between merchants and the Cardholder for goods and services purchased and the Bank shall not be responsible for goods and services supplied by merchants or for refusal or failure of any merchant to accept or honour the Card or provide the goods or services purchased. The Cardholder and the Company shall be responsible for the payment of the amount of any transaction notwithstanding the refusal or failure by the merchant to supply the goods or services purchased.
- (g) Where payment is made by means of a bank draft or any other similar instrument, only such amount net of collection, administrative or handling fees for processing such bank draft or instrument will be credited into the Card Account.
- (h) Credits to the Card Account for refunds made by merchants will be made only when the Bank receives a properly issued credit voucher duly signed by the merchants making the refund.
- (i) Payment 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) For RMB Cards, payments made to the Bank shall be in RMB at designated locations in Mainland China (or, at the option of the Cardholder/Company, in Hong Kong dollars at designated locations in Hong Kong) at an exchange rate determined by the Bank. Should the Bank accept payment in currencies other than RMB or Hong Kong Dollars the currency of the relevant Card Account, such a payment shall be converted into RMB or Hong Kong Dollars the currency of the relevant Card Account at the Bank's discretion and at a rate of exchange determined by the Bank and for a fee as announced by the Bank. Any conversion fees shall be debited into the Card Account.
8. (For RMB Cards and the RMB account of Dual Currency Credit Cards only) Credit Balance and Cash Advance
- (A) (a) If there is any credit balance in the Card Account ("Credit Balance") after settlement of all Transaction fee and charges, the Cardholder may collect the entire Credit Balance (or any part thereof) in RMB at designated locations in Mainland China. (b) The Cardholder may also withdraw the entire Credit Balance in Hong Kong and in Hong Kong dollars on termination of the Card Account or where the Credit Balance does not exceed the Foreign Exchange Limit. (c) Where the Foreign Exchange Limit is exceeded, the Cardholder may only withdraw Hong Kong dollars in Hong Kong up to the Foreign Exchange Limit with the remaining Credit Balance to be withdrawn in Mainland China and in RMB. (d) Notwithstanding anything aforesaid, the Bank has the sole discretion to refund the Credit Balance either in Hong Kong dollars or RMB and at such locations as the Bank may determine and the Bank is entitled to charge a handling fee and a currency conversion fee (where applicable) at a rate determined by the Bank for each such refund.
- (B) Cash Advance can be made in Mainland China subject to the available Credit Limit and the Foreign Exchange Limit.
- (C) The Cardholder and the Company shall observe all laws and regulations from time to time in force in Mainland China in relation to the use of the Cards in Mainland China.
9. Loss and Theft
- (a) The Cardholder must report to the Bank and to the Police in writing as soon as reasonably practicable after he finds any loss or theft of the Card or disclosure of the PIN to any unauthorised person. In any event, the Cardholder and the Company shall be jointly and severally responsible for all Transactions, costs and damages effected or caused by the use of the Card whether or not authorised by the Cardholder or the Company.
- (b) If the Cardholder reports the loss or theft or unauthorized disclosure as soon as reasonably practicable after he finds any loss or theft of the Card or unauthorized disclosure of the PIN and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Card and the secrecy of the PIN and keep the PIN separately from the Card) the maximum liability of the Cardholder shall not exceed HK\$500.00.
- (c) The limit of liability is confined to loss specifically related to the Card Account and in circumstances described above and does not cover cash advance, or cases involving fraud or negligence or when the Cardholder has failed to inform the Bank as soon as reasonably practicable after having found that the Card has been lost or stolen or that there has been an unauthorized disclosure of the PIN when the Cardholder is liable for all losses.
10. Amendments and Additions
- (a) The Bank hereby reserves the right to amend the terms and conditions hereof including but not limited to the rates of interest charges or amount of fees and method of payment or to provide additional terms at any time and from time to time to take effect on the date stipulated by the Bank (where any such amendments involving an increase of annualized percentage rate or a significant change in the terms and conditions of this Agreement, the Bank shall give notice to the Cardholder and the Company, which shall be not less than 60 days before the change takes effect). For other amendments relating to an increase in the Bank's fee or charges and/or affecting the liabilities and obligations of the Cardholder or the Company, the Bank shall give at least 30 days' prior notice to the Cardholder and the Company unless it is not practicable for the Bank to do so. In such other cases, reasonable notice shall be given.
- (b) If the Cardholder and the Company do not accept such amendments or additions, the Cardholder shall in conjunction with the Company before the day 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 returning the Card and the Bank shall repay the annual or other periodic fee of the Card on a pro-rata basis, if the fee can be separately distinguished and unless the amount involved is minimal.
- (c) If the Cardholder uses or retains the Card after the relevant date mentioned in Clause 10(b) hereof, the Cardholder and the Company shall be deemed to have accepted and agreed to such amendments and additions without reservation.
- (d) The Bank may give notice of amendment or addition in a Statement, which shall be served by ordinary post to the address last notified to the Bank by the Cardholder and the Company and deemed served on the day after posting, or by display at its branches, press advertisement or otherwise, stipulating a date on which such amendment or addition shall take effect. Service on either the Cardholder or the Company shall be deemed service on both.
11. Breach and Termination
- (A) Breach
- In event of any breach of the terms of this Agreement the Cardholder and the Company shall jointly and severally pay to the Bank on demand (i) all monies due as at date of demand (or subsequent demands); (ii) all losses, damages, costs and expenses (including legal fee as stated above and collector fee) arising out of the use of the Card by the Cardholder.
- (B) Termination
- (a) Use of the Card and the credit limit granted by the Bank in relation to the use of the Card shall be subject to termination or cancellation at any time unconditionally by the Bank without giving any prior notice or reason therefor.
- (b) The Bank reserves the right to suspend, withdraw, cancel or terminate the use of the Card and any services thereby offered or disapprove any Transaction (including Banking Transaction) 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 or the Company may suffer directly or indirectly as a result of such suspension, withdrawal, cancellation, termination or disapproval unless caused by the Bank's negligence or willful default and whereupon the Cardholder and the Company shall surrender the Card unconditionally and immediately on demand.
- (c) The Cardholder and the Company may at any time terminate the use of the Card. Any notice by a Cardholder or the Company shall be in writing and returning the Card (and notice by either the Company or the Cardholder is sufficient) and both the Cardholder and the Company shall be jointly and severally liable for all Transactions effected through the use of the Card prior to the Bank's receipt of the surrendered Card (duly defaced by cutting off the front top right-hand corner ensuring that both the hologram and magnetic tape have been cut).
- (d) Use of Dual Currency Credit Card shall be terminated upon termination of either the Hong Kong Dollar account or RMB account comprised in it.
- (e) Upon termination or cancellation for whatever reason, the provisions of Clause 11A (i) and (ii) shall apply.
12. Exclusion of Liability
- (A) The Bank shall be under no liability whatsoever to the Cardholder or the Company in respect of any loss or damage arising directly or indirectly out of
- (a) any defect in any goods or services supplied;
- (b) the refusal of any person or terminal to honour or accept a Card;
- (c) the malfunction of any computer terminal or contactless payment application device;
- (d) the giving of a Transaction instruction other than by a Cardholder;
- (e) any statement made by any person requesting the return of the Card or any act performed by any person in conjunction therewith;
- (f) 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 computer terminal;
- (g) the exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 11 herein;
- (h) any injury to the credit character and reputation of the Cardholder or the Company in and about the repossession of the Card, any request for its return or the refusal of any person to honour or accept the Card.
- (B) Nothing in 12A shall exempt the Bank from liabilities where there is willful default or negligence or where such exclusion is prohibited by the laws of Hong Kong.
13. Disclosure and Use of Information
- The Bank may from time to time send to the Cardholder &/or the Company its Notice to Customers relating to Customers' Data (the "Notice"). The current version of the Notice may also be made available on the website of the Bank from time to time. The Bank may use the data of the Cardholder &/or the Company for such purposes and disclose the same to such classes of persons as set out in such Notice from time to time.
14. Expenses of Enforcement
- The Cardholder and the Company acknowledge that the Bank may appoint agents for the collection of any money due by the Cardholder and the Company and without prejudice to the indemnity in Clause 7(e) herein, the Cardholder and the Company agree to indemnify the Bank on demand all costs, expenses and charges in such collection (in reasonable amounts and were reasonably incurred and detailed breakdown of such costs, expenses and charges shall be provided by the Bank at the request of the Cardholder and the Company).
15. ATM Facilities (If applicable)
- Except to the extent that these terms and conditions require otherwise the Bank Accounts shall be governed by the respective prevailing terms and conditions of the Bank Accounts and the terms and conditions governing the Bank Accounts operated through ATM or any other devices or terminals for effecting payment or deposit or transfer of funds by electronic means from time to time announced by the Bank, including any banking or foreign exchange regulations and terms and conditions in Mainland China.
16. Use of Dah Sing Credit Card 24-Hour Phone Banking Service System ("the System") (If available)
- (a) The Cardholder shall strictly follow such operating instructions for the use of the System as from time to time issued by the Bank;
- (b) The Bank is authorized to act on any Instructions which the Bank in good faith believes emanate from the Cardholder, and in no circumstances shall the Bank be liable to the Cardholder or the Company for acting in good faith and without negligence upon Instructions which turn out to have emanated from fraudulent or unauthorized persons and the Bank shall not be under any duty to verify the identity of the persons giving Instructions purportedly in the name of the Cardholder.
- (c) Any information given by the System is for reference only. The Bank shall not be liable or responsible for the sufficiency or accuracy of the information so given and the Bank reserves the right to update and vary such information from time to time and at any time.
- (d) In connection with the use of the System, the Bank makes no representations or warranties of any kind, including but not limited to any warranties of fitness for a particular purpose or merchantability, nor are any such warranties to be implied with respect to the information given or services furnished by or in connection with the use of the System. In the absence of negligence, the Bank shall not under any circumstances be liable or responsible in contract, tort or otherwise for any direct, indirect or consequential loss or damage (whether foreseeable or not) of whatever nature or extent arising out of or in connection with any act, omission, error (except in case of negligence or willful default) of the Bank in connection with the use by the Cardholder of the System including, but not limited to, the Bank acting upon any fraudulent and/or unauthorized Instructions, any failure, delay or default on the part of the Bank due wholly or in part to defects, delays, malfunction, interruptions, failures or lack of security in any communication line, telephone, computer system or other equipment used for or in connection with the operation of the System or any cause beyond the Bank's control.
- (e) The Cardholder and the Company shall be responsible for all consequences of any Instructions and/or his use of the System and shall keep the Bank indemnified at all times against all claims, demands, actions, proceedings, damages, losses, costs and expenses (in reasonable amounts and were reasonably incurred and detailed breakdown of such costs and expenses shall be provided by the Bank at the request of the Cardholder and the Company) which may be brought against or incurred by the Bank and which arise directly or indirectly out of or in connection with his use of the System unless due to the willful default or negligence of the Bank such indemnity shall continue notwithstanding the termination of the Dah Sing Credit Card 24-Hour Phone Banking Service.
- (f) The Bank may (but shall not be obliged to) record and the Cardholder and the Company hereby consent to the Bank recording Instructions by writing and/or tape recording and/or any other method and such record of any Instructions shall be conclusive and binding on the Cardholder and the Company.
- (g) Nothing herein shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- (h) For the purposes of the foregoing, "Instructions" means any instructions given by the Cardholder or purported to be given by the Cardholder for the use or in connection with the use of the System.
- (i) The Bank may at any time terminate the Dah Sing Credit Card 24-Hour Phone Banking Service without notice, without assigning any reason and without incurring any liability to the Cardholder and/or the Company.
- (j) No warranty is given by the Bank that any or all of the service mentioned herein would be available and the Bank may announce from time to time such service or additional services available as the Bank may deem appropriate.
17. Cancellation and Set Off Right
- (a) The Bank may (where the circumstances are considered reasonable) at any time suspend, withdraw, cancel or terminate the Card and/or any related services offered and/or disapprove any proposed Transaction and may not give any reason. Although prior notice of any such step may be given, this will not always be possible. The Bank shall not be liable for any loss or damage of whatever nature suffered or incurred by the Company and/or the Cardholder whether directly or indirectly as a result of such suspension, withdrawal, cancellation, determination or disapproval unless caused by the Bank's negligence or willful default. The Company and Cardholder shall unconditionally and immediately upon demand return the Card to the Bank.
- (b) In addition to any right of set-off or other general lien or similar right to which the Bank may be entitled in law, the Company and the Cardholder hereby agree that the Bank shall have the right and is authorized to the fullest extent permitted by law, at any time and from time to time hereafter and, without prior notice to the Company and/or the Cardholder, to set-off and/or initiate transfers of and apply all or any of the credit balances (whether or not matured or due and payable or subject to any notice or not, and including property in the possession or control of the Bank) of the accounts (whether or not in Hong Kong or foreign currency) maintained with the Bank or with any Bank Group Company, whether singly held by the Company and/or the Cardholder or jointly with another person, in or towards discharging the Company's and/or the Cardholder's liabilities to the Bank. Insofar as any of the sums may only be due to the Bank contingently or in future, the liability of the Bank or any Bank Group Company to the Company and the 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 future event. The Bank's right under this clause will most likely be exercised by the Bank if the Company and/or the Cardholder fails to repay any outstanding indebtedness due to the Bank. Where such combination, set-off or transfer require the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank as absolutely determined by the Bank (the details of which will be provided to the Company and/or the Cardholder upon request). For the purpose of this clause, the expression "Bank Group Company" means holding company of the Bank, any subsidiary of the Bank or of its holding company and all associated or related companies.
18. Law and Language
- (a) This Agreement shall be construed by Hong Kong Laws and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts, and the terms herein may be enforced in any place where the Cardholder and the Company or his and its assets may be found.
- (b) If at any time, any of these terms and conditions 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, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- (d) This Agreement is written in both English and Chinese and in the event of conflict, the English version shall prevail.
19. Miscellaneous

- (a) Without prejudice to the other provisions of this Agreement, if the Cardholder shall be absent from Hong Kong for more than sixty days, arrangement shall be made to settle the Card Account prior to his/her departure.
- (b) The Cardholder and the Company will notify the Bank promptly in writing of any change in employment or office or residential address. In the case of change of employment of the Cardholder, the Bank reserves the right to terminate the Card Account or to open a new Card Account on any other terms.
- (c) For the avoidance of doubt, the obligations and liabilities of the Cardholder and the Company shall in any event be joint and several and both the Cardholder and the Company shall be liable to the Bank as principal debtor and obligor and not as surety.
- (d) These terms and conditions (i) shall be binding upon each successor, personal representative and person lawfully acting on behalf of the Company and the Cardholder; and (ii) are personal to the Company and Cardholder and rights or obligations may not be assigned but the Bank may assign or otherwise dispose of all or any of its rights and obligations hereunder.
- (e) The Bank may also transfer or delegate all or part of its duties and obligations hereunder to a third party it considers suitable. Such rights of assignment, transfer or delegation may be exercised without notice to or consent of the Company or Cardholder.
- (f) No failure to act, omission or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
- (g) Any statement, notice or demand given by the Bank hereunder shall be deemed to have been received by the Company &/or the Cardholder (i) if by post, within two days of it being posted by prepaid post to the Company's &/or the Cardholder's last known address in Hong Kong or, if the Company's &/or the Cardholder's last known address is outside Hong Kong, within seven days of it being posted by prepaid post to such address; and (ii) if by e-mail, immediately after transmitting to the Company's &/or the Cardholder's e-mail address last notified in writing to the Bank if the same was not returned undelivered.

20. Indemnity
Without prejudice to Clause 7(e) and Clause 14 herein, the Cardholder and Company agree to indemnify and hold harmless the Bank (and its officers and employees) against all claims, liabilities, damages, losses and reasonable costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of services under these terms and conditions and/or as a result of any default by the Cardholder and/or Company in the performance of these terms and conditions and/or the enforcement of these terms and conditions unless due to the negligence or willful default of the Bank (or its officers and employees) and this indemnity shall continue in effect notwithstanding the termination of any account relationship between the Cardholder and the Bank or between the Company and the Bank.

大新企業卡/採購卡條款及細則

重要聲明：請小心地詳閱本企業持卡人合約，並確保閣下使用或簽署本信用卡(釋義見下文)前已完全明白本條款及細則。

1. 釋義

在本合約中，除文義另有所指外，下列詞語在本合約內文的意義如下：

- (a) 「自動櫃員機」乃指所有由銀行或其他財務機構所設置以進行銀行交易之自動櫃員機。
- (b) 「銀行」乃指新銀行有限公司，其業務承繼人及轉讓。
- (c) 「銀行戶口」乃指持卡人及/或公司在銀行開設之戶口。
- (d) 「銀行交易」乃指透過銀行發出之信用卡及個人密碼，經銀行戶口進行之交易。
- (e) 「信用卡」乃指由銀行獨自發出，或由銀行與其他機構聯合發出予持卡人及/或公司之 Visa 卡、Visa 金卡、Visa 白金卡、Visa payWave 卡、萬事達卡、萬事達金卡、萬事達白金卡、MasterCard PayPass 卡、網上信用卡、人民幣 信用卡、雙幣信用卡或其他信用卡(不論名稱如何稱呼)經由持卡人及公司的聯合申請及在持卡人及公司的要求下而發出(包括任何補卡或附加卡或續卡，以實卡或電子卡形式)。
- (f) 「信用卡戶口」乃指由銀行為配合信用卡之使用而開設及維持之戶口(包括信用卡所包含的戶口)，不論以持卡人名下或以公司名下或以持卡人及公司共同名下開設之戶口。
- (g) 「持卡人」乃指向其發出及在信用卡印有其名字之任何人士。
- (h) 「雙幣信用卡」乃指包含兩個信用卡戶口(分別為港幣戶口及人民幣戶口)的信用卡。
- (i) 「公司」乃指獨資經營、合夥或有限公司在其要求下由銀行開設及維持信用卡戶口及發出信用卡。
- (j) 「外匯限制」乃指由國內政府當局宣佈個人在每日中每一次可帶出國外的人民幣現金款項的上限。
- (k) 「國內」乃指中國的任何部份，除了香港、澳門及台灣。
- (l) 「MasterCard PayPass 交易」或「Visa payWave 交易」乃指不論是否由持卡人授權並透過銀行不時釐定及受制於本文第 9 項責任上限條款下以感應式付款功能進行名為「MasterCard PayPass」或「Visa payWave」之任何貨品或服務之供應，包括現金提存、貸款及透支。
- (m) 「人士」乃指任何個人、企業、商行、公司、機構或任何其他人士或法律上承認之個體。
- (n) 「個人密碼」乃指需要按駁到電腦終端機及/或自動櫃員機之持卡人號碼。
- (o) 「中國」意指中華人民共和國。
- (p) 「人民幣」乃指人民幣元，中國的法定貨幣。
- (q) 「人民幣卡」乃指使用人民幣作單位及付款並在國內使用的信用卡。
- (r) 「月結單」乃指由銀行每月寄給公司及/或持卡人的月結單以列明信用卡戶口之狀況。
- (s) 「交易」乃指任何租賃或買賣貨品及/或服務、現金透支，不論有關交易是否有持卡人簽名作實，亦不論於任何認可終端機、通過電話、傳真、郵寄、電子媒介或其他方式進行包括 MasterCard PayPass 交易及 Visa payWave 交易。
- (t) 除非本合約內容另需要：(i) 指示出某一性別之文字將包括所有其他性別；和(ii)指示為單數的文字將包括眾數，反之亦然。

2. 本合約之應用

使用信用卡及信用卡本身及銀行戶口之操作均要依照本合約當時有效之條款所約束，公司及持卡人同意在信用卡上及/或申請表上及/或持卡人提名表格上之簽署或印作作為確認(不論公司或持卡人是否有簽收該信用卡)。

3. 信用卡

- (a) 信用卡為銀行所有。在銀行提出要求時，持卡人需立即歸還信用卡。
- (b) 持卡人應確保信用卡存放在安全的地方並採取合理措施以保持信用卡之安全及個人密碼之保密以防止詐騙發生。(i) 在發出交易的指示時，持卡人不可將信用卡之保密資料披露給任何第三者。銀行不須在任何方面為由於交易指示的發生或在發生交易指示的過程中披露保密資料給任何第三者(不論是否授權或意圖)而負上責任(除非銀行有疏忽或故意失當)。(ii) 無論在任何情況下持卡人不可將信用卡轉借予他人使用或將個人密碼告知他人。(iv) 持卡人須毀滅印上 PIN 的文件正本。(v) 持卡人在任何情況下不得將 PIN 寫在銀行卡上或任何其他常與銀行卡一同存放或放近銀行卡的物件上。(vi) PIN 在筆錄或以任何形式記錄時須常被隱藏。(vii) 持卡人於收取信用卡時，應立即在信用卡上簽署。(viii) 續卡將在信用卡到期日前的 30 天內發出，而非銀行在該 30 天內收到反對的書面通知，續卡將視作已由持卡人收妥及接受。若續卡在信用卡到期時仍未收到，持卡人及公司承諾會即時通知銀行。(ix) 信用卡可在公司書面授權下由任何人士收取而提卡人之簽收會作為接受不時修改之本合約條款。(x) 信用卡只供持卡人使用，不能轉讓，亦不能由公司及/或持卡人作為抵押品或作非法用途，包括支付非法賭博。

4. 信用卡之使用

- (a) 信用卡以人民幣或港幣作單位，但雙幣信用卡則以港幣(就港幣戶口而言)及人民幣(就人民幣戶口而言)兩幣作單位。人民幣卡及(就其包含的人民幣戶口而言)雙幣信用卡只限於國內(除非銀行另有宣佈)及為從指定商號購物及/或取服務及/或在指定 ATM 或其他出口店以人民幣作單位的現金貸款而有效使用。
- (b) 持卡人可在銀行通知公司及/或持卡人會計及個別之信用限額內使用信用卡。而有關於目的，除非公司以書面指示銀行個別信用限額的分配方式，銀行將向公司發給一個合計信用限額而該合計信用限額將由銀行平均分配給持卡人(雙幣信用卡包含的所有戶口共用使用同一信用限額，在測定有否超逾該信用限額時，將運用銀行決定的兌換率計算)，公司及持卡人同意即時清還任何超個別及合計信用限額的數目(不論是否在要求下連同由銀行就每次信用限額超時而決定一個數目的特別罰款)。(ii) 持卡人可於刻在信用卡上或銀行指定之生效日(如有)及到期日之期間使用信用卡，銀行可全權決定信用限額及其以認為適合時作出調整，並可全權批准任何超信用限額的任何交易，持卡人對所有使用信用卡進行的交易須負全部責任，不管信用限額(如適用)是否被超逾。銀行可在任何時間無條件或毋須事先通知下取消信用限額。儘管交易可能不會導致銀行通知的信用限額被超逾，銀行可在任何時候(不管作出通知與否)拒絕批准任何交易或處理任何有關指示，而不須給予理由亦無須負上任何責任。
- (c) 持卡人使用信用卡之權利將在以下情況下立即終止：(i) 別於本合約第 11 條款內之情況或；(ii) 當信用卡被遺失或盜竊時。
- (d) 若持卡人遺失或破壞信用卡或需要續卡，更換或發出新卡，銀行有權決定是否就持卡人要求及公司同意下發出該等新卡並收取費用。
- (e) 信用卡之使用將受制於使用時有效之條款，包括任何修訂或增添條款及於本合約第 8 條款所提及之外匯管制之條款。
- (f) 信用卡不可用作任何非法用途包括支付非法賭博。銀行在合理相信或懷疑有非法或不合法用途時，銀行有絕對權利拒絕批准任何交易或處理任何有關指示。
- (g) 現金貸款可在銀行櫃面或通過 ATM 在香港及/或國內，視乎卡的品種並以銀行不時指定而作出，有關每一個在本文第 6(B)條下所作的現金貸款，銀行將收取以其決定的利率而計算的手續費及兌換費。
- (h) 雙幣信用卡在現時，所有以人民幣為貨幣單位的交易將記入人民幣戶口內，所有以港幣或其他外幣(不包括人民幣)為貨幣單位的交易將記入港幣戶口內。儘管前文所述，由於交易安排不妥，某些以人民幣為貨幣單位的交易，可能因商戶或財務機構以港幣處理有關交易而將記入港幣戶口內。
- (i) 人民幣卡及雙幣信用卡均不得用於國內與海外國家(包括香港地區)之人民幣結算跨境貿易交易。

5. 結賬

- (a) 銀行會每月發出信用卡戶口月結單，以記錄信用卡之使用交易、年費、利息、服務費或其他應付的費用。惟於上期月結單後沒有進註記錄的情況下，銀行有權決定不發出月結單。
- (b) 月結單將以港幣計算或如是人民幣卡，以人民幣計算顯示，雙幣信用卡的結賬單則以港幣(就港幣戶口而言)及人民幣(就人民幣戶口而言)計算顯示 (i) 於月結單日期尚未清還之金額；(ii) 付款到期日；(iii) 要求的最低付款額(如適用)；(iv) (若交易是以人民幣或港幣信用卡所包含之信用卡戶口的貨幣以外的其他貨幣進行或處理)，該交易之港幣或(如是人民幣卡或雙幣信用卡包含的人民幣等值，其兌換率由銀行決定)。
- (c) 在沒有明顯錯誤的情況下，月結單將在月結單日期計六十日後為最後及具決定性，而公司及持卡人同意：(i) 檢查此月結單及在月結單日期計六十日內通知銀行任何差錯或遺漏或任何非授權之交易；(ii) 若沒有收到月結單或定期月結單，應儘快通知銀行；(iii) 在銀行要求下付清所有欠款餘額。
- (d) 月結單將以郵寄或銀行決定的其他方式發給持卡人及公司。但若持卡人/公司已通知銀行毋需將結賬單發給持卡人/公司的話，銀行可按其決定權不把結賬單發給持卡人/公司，但持卡人/公司可使用銀行提供的密碼通過互聯網到銀行不時指定的網頁閱覽其結賬單。在此情況下，持卡人/公司承諾無論如何最少每個月一次通過互聯網或其他方式查閱其結賬單，以確保信用卡沒有進行過非授權之交易。

6. 費用

- (A) 所欠之最低付款額：(a) 當銀行允許以月結單上記載的最低付款額付款，持卡人及公司均同意在月結單指定之付款到期日或之前繳付所列之最低付款額，該最低付款額是以月結單日期之全部欠款數之一個百分比率計算但受制於一個收費下限，並繳付超逾適用信用限額之金額。雙幣信用卡的港幣戶口及人民幣戶口設有分開的最低付款額。(b) 持卡人及公司可付清任何超逾最低付款額的金額。除非持卡人及公司付清信用卡全部之欠款，否則須繳付依照本合約條款(C)之財務費用。
- (B) 超額貸款：(a) 信用卡戶口之使用須遵守銀行不時決定之信用限額。(b) 持卡人及公司同意立即在任何情況下不遲逾限定期之付款日期(償還銀行任何超逾該限額之金額)。(c) 在每次信用限額超逾之時，持卡人及公司須付特定費用予銀行(銀碼由銀行不時決定)。
- (C) 財務費用：(a) 若持卡人及公司在不遲於付款到期日付清全數總額(除了要繳付由於現金透支在透支日起計之財務費用外)，在月結單上顯示之賬戶將不徵收財務費用。(b) 若持卡人及公司選擇部份還款或只付清在月結單上所載之最低付款額(假若月結單內包含最低付款額之條款而沒有另外所指)，則須繳付財務費用於：(i) 月結單之餘款全數(由月結單日期起至還款之日期止)；及(ii)所有新交易之金額(除由透支日起計算的現金透支財務費用外)，由最新交易之有關交易日起計，即使用該新交易未到期還款。(c) 財務費用將以每日計算，以銀行宣佈之月息計算(相等實際年利率亦會列出)，如在任何特定之期限內有任何欠款記錄，財務費用將會以銀行宣佈之較高利率計算。
- (D) 逾期費用：若持卡人及公司未有在月結單指定之付款到期日或之前繳付月結單所示之最低付款額(假若被允許以最低付款額付款)，銀行將收取以每月最低付款額總數之一個百分比率計算的逾期費用(受制於一個由銀行宣佈之最少及最多之數目)；若月結單上顯示要求全數付款，亦會收取逾期費用。
- (E) 現金透支費用：在公司要求及銀行批准之情況下可取得現金透支(從銀行經任何由其認可機構操作之自動櫃員機或任何印有JETCO 及/或 VISA/MasterCard 及/或中國銀聯標記之自動櫃員機)。現金透支金額受制於個別持卡人及公司的可用現金信用限額及現金提款機的通用提款限額。而關於人民幣，該費用將由銀行不時決定利率而計算，受制於本合約第8條。持卡人每次以信用卡向銀行取得現金貸款或提款均需繳付現金貸款或提款費用，以銀行不時決定利率根據每次貸款或提款數(受制一個下限及公司)，該費用由銀行卡戶口支取，而持卡人及公司須於結賬單所訂之付款到期日前付清。
- (F) 服務費：持卡人及公司須付由銀行不時訂定之年費，該年費概不退還，並於每年在銀行指定之日期由持卡人戶口支取。
- (G) 退費/被扣自動轉帳之費用：任何支付戶口之支票被退還時或任何自動轉帳之授權未經銀行同意而被拒絕或取消時，持卡人及公司須繳付銀行手續費而銀碼由銀行釐定。
- (H) 雜費：銀行可在適當情況下向持卡人及公司收取其他費用，包括但不限於索取信用卡購物單據費用、索取信用卡月結單費用及提取賬戶結餘費用，銀碼由銀行隨時決定及宣佈。所有持卡人及公司應付之費用將受制於一個由銀行隨時宣佈的最低數目。
- (I) 假若銀行接受以港幣或(如是人民幣卡或雙幣信用卡包含的人民幣戶口)人民幣以外的貨幣付款，該款項在銀行的酌情權下及以銀行決定的兌換率及/或以 VISA 卡、及/或萬事達卡及/或中國銀聯決定的兌換率兌換為港幣或(視情況而定)人民幣，此外客戶並須繳付由銀行、及/或 VISA 卡、及/或萬事達卡及/或中國銀聯宣佈的收費。任何此等費用將從信用卡戶口中扣除。

7. 還款

- (a) 收到之款項將依照下列次序使用：(i) 先清還利息或財務費用；(ii) 清還其他費用及支出，法律或其他費用；(iii) 清還交易之費用；(iv) 清還現金透支；當償還以上各項時，均要先償還其最長期之欠款額。雙幣信用卡的港幣戶口及人民幣戶口之借方結欠應分期及其各自的貨幣繳付，清還個別戶口(超額款項不可用作繳交另一戶口)的未付結欠。
- (b) 付款方式：除非月結單提及並獲准以總欠款的一個最低數目付款，公司及持卡人共同及分別地同意在付款到期日之前付清在月結單上顯示之全數。
- (c) 在付款予銀行時可用銀行當時指定之方法。如果使用客戶自動櫃員機付款，該付款將受制於自動櫃員機交易條款，或銀行之交易記錄和存款信封內列出之條款進行。
- (d) 使用信用卡在任何自動櫃員機存款時，無論存款是以支票或現金存入，該存款只會在校對正確和收妥後方存入戶口之中。

- (e) 若銀行因採取措施追討持卡人及公司應付之金額、費用及支出，或以執行本合約之任何條款，所付出之任何法律費用，持卡人及公司均須完全補償銀行所有有關之法律費用及其他因上述追討而引致的費用及支出(以合理數目及合理地引起的，而該等法律費用與支出的明細表將在持卡人及公司要求下由銀行提供，並不持有任何扣減。
- (f) 持卡人須直接解決其與商號就所購買的產品及服務之糾紛，而銀行對商號所提供之貨品及服務或任何商號拒絕或不能接受或兌現信用卡或提供已購買的貨品或服務均不負責任。雖則商號拒絕或不能提供已購買的貨品或服務，持卡人及公司須為任何交易數額之付款而負責。
- (g) 當付款是以匯票或其他類似文件作出，只有在扣除為處理該匯票或文件的所有收取行政或手續費用後的金額才被存入信用卡戶口內。(h) 由於商號退款而給予信用卡戶口之存款將會在銀行收到一張正式發出並經由該商號正式簽署之付賬發票時，方存入該信用卡戶口。
- (i) 付款只會於銀行實際收妥後及於沒有任何抵銷、索償、規定限制、扣除或保留之情況下，方視作交妥。
- (j) 關於人民幣卡，付款給銀行須以人民幣在國內的指定地方(或以持卡人公司的選擇，在香港的指定地方以港幣)以銀行決定的兌換率作出。假若銀行接受以相關信用卡戶口貨幣人民幣或港幣以外的貨幣付款，該付款須在銀行的酌情權下轉為該信用卡戶口的貨幣人民幣或港幣並以銀行決定的兌換率及由銀行宣佈的收費，任何轉換費用將從信用卡戶口中扣除。

8. (只適用於只為人民幣卡及雙幣信用卡的人民幣戶口)結餘及現金貸款

- (A) (a) 假若在償還所有交易費用及支出後信用卡戶口內有任何結餘(「結餘」)，持卡人可在國內的指定地方以人民幣提取結餘全數或任何其部份。(b) 持卡人亦可以在終止信用卡戶口時或當結餘未超出外匯限制時在香港以港幣提取結餘全數。(c) 當外匯限制超出時，持卡人只可在香港提取限於外匯限制的港幣而其餘的結餘將在國內以人民幣提取。(d) 即使以上所述，銀行有唯一酌情權在銀行決定的地方以港幣或人民幣退回結餘，而銀行有權為每一次該退款收取以銀行決定的利率而計算的手續費及貨幣轉換費用(當適用)。
- (B) 現金貸款可在國內受制於可用信用限額及外匯限制而作出。
- (C) 持卡人及公司須遵守所有有關在國內使用信用卡不時有效的國內法律及規則。

9. 遺失與失竊

- (a) 如有遺失信用卡、信用卡被竊或個人密碼被透露予任何未被授權者等情況，持卡人必須在其發覺以上事件之合理可行情況下儘快以書面通知銀行及警方。無論如何，持卡人及公司必須共同及分別地使用信用卡所作出之一切交易、費用及賠償負責，不論持卡人或公司有否授權。
- (b) 假若持卡人在其發覺任何信用卡之遺失或失竊或個人密碼之非授權透露後之合理可行情況下儘快將遺失或被竊或非授權透露個人密碼事宜作出報告，並已小心謹慎地行事及為真誠(包括採取合理措施保管信用卡之安全及個人密碼之保密，並將若信用卡及個人密碼分別存放)，持卡人最高之責任將不超過港幣500元。
- (c) 該有限責任只適用於特別關於信用卡戶口的損失並在以上所述的情況而不適用於現金貸款或涉嫌詐騙或疏忽的情況或當持卡人未有在發現信用卡遺失或失竊或有非授權透露個人密碼之事宜在合理可行情況下儘快通知銀行之情況下，持卡人將要負責所有損失。

10. 修訂及增添

- (a) 銀行保留權利隨時修訂或增添本合約之條文及條款，但不限於更改利率、費用之數額及付款方式，並依照銀行指定日期不時生效。如任何修訂涉及實際年利率之增加或本合約之條文及條款有重大改變時，銀行將給予持卡人及公司通知，生效期將不少於通知書後六十日。當修訂涉及增加銀行收費及/或影響持卡人或公司的責任及義務時，銀行將給予持卡人及公司最少三十日預先通知。除非發出該預先通知並非切實可行。有關其它修訂，銀行會在合理時間內預先通知。如持卡人及公司未能接受該等修訂及增添，持卡人須聯同公司於有關修訂或增添生效之日期前以書面通知銀行終止信用卡戶口，並停止使用及退還信用卡。如費用可分開辨別，銀行應按比例倒回年費或其他信用卡之週期性費用，除非涉及之金額是小量。
- (c) 如持卡人於本合約條文10(b)所指之有關日期之後使用或保留信用卡，持卡人及公司將被視作已接受及同意該等修訂及增添而不作保留。
- (d) 銀行可透過在月結單或任何修訂或增添作出通知，該通知將以平郵方式寄到持卡人及公司最後通知銀行之地址而寄出一天後，將被視為已寄達或該通知知將於銀行各分行、廣告或其它形式展示並就任何修訂或增添列明生效日期。遞送予持卡人或公司將被視為均已向兩者送達。

11. 違反合約及終止使用信用卡

- (A) 違反合約若持卡人或公司有任何違反本合約之條文，持卡人及公司須共同及分別地在要求下向銀行支付：(i)在銀行提出要求(或之後之要求等)當日所欠之金額全數；(ii)一切由於持卡人使用信用卡而引致的損失、賠償、費用及支出(包括上述之法律費用及收數公司費用)。
- (B) 終止使用信用卡。
- (a) 銀行可不給予通知或理由而終止或在任何時間無條件下取消信用卡及關於信用卡由銀行提供的信用額之使用。
- (b) 銀行保留權利撤回、收回、取消或終止信用卡之行使及任何提供之服務或不批准任何交易(包括銀行交易)而無需給予任何預先通知或理由。銀行絕不負責由該等決定所引致持卡人或公司之任何直接或間接之損失或任何性質之損害(除非因銀行之疏忽或故意失當引致)。若銀行提出要求，持卡人及公司必須將信用卡無條件及立刻歸還予銀行。
- (c) 持卡人及公司可在任何時候終止信用卡之使用。任何由持卡人或公司給予銀行之通知必須以書面傳達將信用卡歸還予銀行(而由公司或持卡人發出的通知已是足夠)。在銀行未收到退回之信用卡前，一切使用信用卡而進行之交易必須由持卡人及公司共同及分別地承擔。持卡人應將退回之信用卡之左上角剪去，以確保信用卡之標記及電腦磁帶已被剪去。
- (d) 如雙幣信用卡包含的港幣戶口或人民幣戶口終止，則雙幣信用卡的使用同時終止。
- (e) 不論以任何原因在終止或取消信用卡之使用時，本合約條文11 A (i) 及 (ii) 將會適用。

12. 免責條款

- (A) 銀行將不會對持卡人或公司就以下事項直接或間接引致的任何損失或損害負責上責任：
- (a) 所提供之任何貨品或服務出現任何問題；
- (b) 使用信用卡時遭受任何人仕或終端機拒絕兌現或接受；
- (c) 電腦終端機或感應式付款功能設備出現任何故障；
- (d) 非持卡人給予之交易指示；
- (e) 任何人仕要求退回信用卡之任何表示或任何人仕因應有關事項而作出之任何行動；
- (f) 銀行執行其權力要求持卡人在信用卡上寫上的到期日前將之退回給銀行，不論是項權力之行使者是銀行或任何其他人仕或電腦終端機；
- (g) 銀行根據本合約條文11所賦予之權力，終止任何信用卡之行使或使用信用卡戶口之使用；
- (h) 有關退回信用卡之要求或任何人仕拒絕兌現或接受信用卡以致使持卡人或公司之借貸信用及聲譽的任何損害。
- (B) 在銀行疏忽或故意失當之情況下，或假若有關免責條款抵觸香港法例，則12(A)之條款不適用。

13. 資料之披露及使用

銀行將不時向持卡人及/或公司發出有關客戶資料之客戶通知(「該通知」)。最新版本的該通知亦不時會刊登於銀行的網頁上。銀行可使用持卡人及/或公司之資料作不時列於該通知之目的及向該通知內不時所列之人仕披露有關之資料。

14. 執行本合約之支出

持卡人及公司允許銀行可委託代理人代收持卡人及公司之任何欠款。在不受本合約條文 7(e)有關賠償之條款影響下，持卡人及公司同意在銀行要求下賠償銀行因此舉而牽涉之一切支出及費用(以合理數目及合理地引起的，而該等支出及費用的明細表將在持卡人及公司要求下由銀行提供)。

15. 自動櫃員機服務(如適用)

除本文另有所要求外，銀行戶口將受到有關銀行戶口操作之現行條款及細則及管轄通過 ATM 或任何其他裝置或終端機或任何銀行不時宣佈之其他電子付款或存款或轉賬而操作銀行戶口的條款及細則包括在國內的任何銀行之條款及細則或外匯規條。

16. 使用大新信用卡24小時電話理財服務系統(「電話服務系統」)(如適用)

- (a) 持卡人應嚴格依照銀行不時發行的電話服務系統操作指示。
- (b) 銀行獲授權按任何銀行真誠地相信為持卡人發出的指示而操作，倘若該指示實由欺騙或未獲授權之人仕而發出，銀行不須為真誠及沒有疏忽地處理的該等指示而對持卡人或公司負責。銀行亦無責任去核對以持卡人名義發出指示的人仕的身份。
- (c) 電話服務系統所提供的資料只供參考之用。銀行對已提供的資料的足夠性或真確性一概不負責任；銀行保留隨時及不時更新及更改該等資料的權利。
- (d) 銀行並無對有關電話服務系統的使用有任何性質的陳述或保證，包括但不限於有關使用電話服務系統所提供的資料或服務是否適合特定用途或商業價值、或暗示其他該等保證。除非在疏忽情況下，持卡人使用電話服務系統時因任何銀行之行動、遺漏、錯誤(故意失當或疏忽除外)而直接或間接導致有任何性質或程度有關之疏忽或其他之損失或損害(不論可預見與否)，銀行均毋須負責，這些情況包括但不限於銀行按任何曾允及/或未經授權之指示而操作，任何全部或部分因操作電話服務系統所使用之通訊線路、電話、電腦系統或其他設備，出現錯誤、延誤、失靈、干擾、失誤或缺乏保安或任何在銀行控制範圍以外的原因而令銀行方面出現之任何失誤、延誤或錯誤。
- (e) 持卡人及公司須對其任何指示及/或其電話服務系統之使用所有引致之後果負責，亦須在任何時候就其使用電話服務系統而直接或間接為銀行帶來或引起之所有索償、要求、訴訟、行動、賠償、損失、成本及支出向銀行作出賠償(以合理數目及合理地引起的，而該等成本及支出的明細表將在持卡人要求下由銀行提供)除非銀行有故意失當或疏忽，否則，該賠償將持續(即使大新信用卡24小時電話理財服務已終止)。
- (f) 持卡人及公司悉此同意，銀行有權(但非義務)對任何指示進行以書面及/或錄影帶及/或任何其他形式作紀錄，而該有關任何指示的紀錄將對持卡人及公司有決定性及有法律約束力。
- (g) 倘若豁免及限制責任之條文被香港法律認為不合法，本合約將不會有所豁免及限制。
- (h) 前文所述的「指示」乃指持卡人或聲稱持卡人使用或有關使用操作電話服務系統時所發出的任何指示。
- (i) 銀行可隨時終止「大新信用卡24小時電話理財服務」而毋須通知，毋須申述理由或對持卡人及/或公司負任何責任。
- (j) 銀行不保證可以提供上述之部份或全部服務，而銀行可在其認為合適的有關服務或額外服務作出不定時之通知。

17. 取消及抵銷權利

- (a) 銀行可以在(在認為合理的環境下)於任何時間撤回、收回、取消或終止信用卡及/或任何已提供的有關服務及/或不批准任何提議的交易而可以不給任何理由。銀行雖可就上述行為預先作出通知，但未必每次皆行。就該等撤回、收回、取消、終止或不發批准，而不論直接或間接令到公司及/或持卡人遭受到或引起不論何種性質的任何損失或損害，銀行均不須負責(除非因銀行之故意失當或疏忽引致)。公司及持卡人須立即在要求下無條件將信用卡退回給銀行。
- (b) 除了任何抵銷或一般留置權或在法律下銀行享有的類似權利，持卡人及公司同意銀行有權並在法律所容許下獲授權可於任何時候在沒有事先通知持卡人及/或公司的情況下，抵銷及/或轉移並應用持卡人及/或公司於銀行或銀行集團公司戶口內全部或任何之結餘款項，不論該等賬戶已否到期或到期應支付或屬逾期或須通知而提取之存款，及包括由銀行管有或控制之資產，不論其為任何性質或貨幣，為單獨或與其他入聯名擁有，以清償持卡人及/或公司欠付銀行不論以任何貨幣為單位的債務。若某些欠銀行的款項因某些特發事件或償還期限未到尚未需要償還，銀行或銀行集團公司有權暫停支付相等於欠款額的戶口存款予持卡人及/或公司，直至此特發事件發生為止。若持卡人及/或公司未能償還任何欠付銀行的結欠債項，銀行將極可能行使其在本條款下的權利。當該等合併、抵銷或轉移需要將一種貨幣兌換成另一種貨幣時，該等兌換將以銀行絕對地決定之當時適用之即時兌換率計算(有關資料將應持卡人及/或公司要求而提供)。就本條款之目的而言，「銀行集團公司」一詞指銀行的控股公司、銀行或其控股公司的任何附屬公司以及所有聯營或關連公司。

18. 法律及語言

- (a) 本合約依照香港法律詮釋，合約雙方均同意接受香港法庭非獨有性管轄，合約條款將可在任何持卡人及/或其資產所在之地方執行。
- (b) 如有任何時候本合約之任何條款或為違法、無效、或於任何方面無法執行時，其餘條款之合法性、有效性及可執行性將不會因而受影響。
- (c) 假如豁免及限制責任之條文被香港法律認為不合法，本合約將不會有所豁免及限制。
- (d) 本合約有中文、英文版。如有差異，以英文原文為準。

19. 其他條款

- (a) 在不影響本合約之其他條款的大前提下，持卡人如離開香港超過六十日，應於離港前安排其信用卡戶口賬款的繳付。
- (b) 任何職業、工作地址或住宅地址如有任何更改，持卡人及公司必須立即以書面通知銀行。在持卡人僱用更改的情況下，銀行保留終止信用卡戶口的權利或以任何其他條款開設新的信用卡戶口。
- (c) 以免懷疑，持卡人及公司的責任及債務均在任何情況下為共同及分別的，而持卡人及公司均以主債務人及負責人而不是擔保人的身份對銀行負責。
- (d) 本合約條文(i)將對公司及持卡人的每名承繼人、遺產執行人或合法地代表公司及持行人事的人均具約束力；及(ii)為公司及持卡人的專有條款，而其權利或責任均不可轉讓，但銀行可以轉讓或以其他方式處置其根據本合約下所有或任何之權利及責任。
- (e) 銀行亦可將其所有或部份的權利及責任轉讓或分配給認為適合的第三者。該等處置、轉讓或分配的權利可在未經通知公司或持卡人，或得到他們的同意下而運用。
- (f) 在銀行運用或執行任何權利時，其處理失當、遺漏或延誤將不會作為放棄該等權利，而單獨、部份或欠妥運用任何權利亦不會阻止任何其他或進一步運用該權利或任何其他權利的運用。
- (g) 任何由銀行根據本合約發出的結賬單、通知或交費通知單，若(i) 經郵資預付方式寄往持卡人及/或公司最後報稱之香港地址，則持卡人及/或公司最後報稱之地址為香港以外地區，則持卡人及/或公司將被視作於郵資預付投寄後七天之內收到；及(ii) 經電子郵件，於銀行按持卡人及/或公司向銀行最近以書面通知之電子郵件地址傳送郵件後，而傳送之電子郵件並沒有因未能送達而退回，將視作於持卡人及/或公司即時收到。

20. 彌償

在不受本合約條文 7(e)及條文 14 有關賠償之條款影響下，持卡人及公司同意，保護銀行(及其各高級職員及僱員)免受就提供在此條款及細則下的服務及/或因持卡人及/或公司在履行在此條款及細則時作出的任何違章行為及/或在此條款及細則的強制執行，而招致的所有申索、責任、損害賠償、損失及任何類型的合理費用及開支的損害，以及就此受到的所有訴訟、公證或法律程序損害，作出彌償，但由於銀行(或其高級職員及僱員)的疏忽或有意違章招致者則作別論，並且即使持卡人或公司與本行間的任何戶口關係終止，本彌償條款仍然有效。