

The Card is issued by the Bank to you as a Cardholder, the use of which is governed by the following terms and conditions.

1. Definitions and Interpretation

1.01 In this Agreement, unless the context otherwise requires:-

"Affinity Credit Card" or "Co-branded Credit Card" means a credit card issued by the Bank in conjunction with an institution or a commercial body.

"Annual Fee" means the annual fee set by the Bank from time to time and payable by the Cardholder to the Bank for the Card.

"Application" means the application to the Bank for a Card and other related document signed by or now or thereafter delivered to the Cardholder (which and the terms and conditions therein form an integral part of this Agreement).

"ATM" means an automated teller machine.

"Balance Transfer" has the meaning given to it under Clause 17.

"Bank" means Fubon Bank (Hong Kong) Limited.

"Business Day" means a day on which banks are open for business in Hong Kong.

"Card" means an unexpired valid VISA/MasterCard credit card (including a Platinum Card and Titanium Card) issued by the Bank pursuant to the Visa International Operating Regulations or MasterCard International Operating Regulations respectively and shall, where the context permits or requires, include a Supplementary Card.

"Card Account" means the account with a relevant assigned number which comprises a record of all the transactions between the Bank and the Cardholder through or arising from the Use of the Card and any account opened by the Bank for the Balance Transfer under Clause 17.

"Cardholder" means an individual to whom a Card has been issued by the Bank, and where the context permits or requires, shall include individually or collectively the Principal Cardholder and the Supplementary Cardholder (if any).

"Card Services" means the provision of credit card facilities and services by the issue of the Card by the Bank to the Cardholder and shall include Balance Transfer.

"Charges" means the charges, fees and Finance Charges set out in Clause 6 and any other sums payable by the Cardholder hereunder.

"Credit Limit" means the credit limit assigned by the Bank to the Cardholder at the time of the issuance of Card or as amended from time to time as the Bank shall in its absolute discretion deem fit.

"Credit Slip" means a paper evidencing a refund or price adjustment issued to the Cardholder by a Merchant and to be credited to the Card Account.

"Concierge Service" means the package of concierge services and privileges offered by agent appointed by Visa International Service Association or MasterCard International and which the Bank notifies the holder of a Platinum Card or Titanium Card in writing from time to time.

"Confirmation Letter" means a letter of confirmation issued by the Bank to the Cardholder containing certain terms and conditions in respect of the Card and/or Balance Transfer under Clause 17.

"Current Balance" means the aggregate net amount from time to time concluded by summing up the debits and credits in the Card Account and stated on the Monthly Card Statement under Clause 7.02.

"Finance Charge" means the amount debited to the Card Account in the event the Cardholder pays less than the Current Balance by the Payment Due Date as stipulated in Clause 6.01 and is calculated in the manner as provided in the Confirmation Letter or in the List of Service Charges (as the case may be) or accrued on each cash advance as stipulated in Clause 6.04.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"JETCO" means an electronic infrastructure provided by Joint Electronic Teller Services Limited that supports ATM access for Cards and is designated as such with the display of the "JETCO" symbol.

"List of Service Charges" means the Bank's list of service charges and fees (which is given to the Cardholder and forms an integral part of this Agreement) applicable from time to time subject to revision by the Bank at its absolute discretion.

"MasterCard CIRRUS" means an international electronic infrastructure that supports ATM access for Cards and is designated as such with the display of either the "MasterCard" logo or the "CIRRUS" logo.

"Merchant" means any business or service outlet whether retail or otherwise which accepts Cards as payment for the sale or supply of its merchandises and/or services or otherwise.

"Minimum Payment" means the minimum amount stated on the Monthly Card Statement to be paid by a Cardholder on or before Payment Due Date which will be the greater of HKD50 or 3% or 3.5% in the event that the Finance Charge reaches 36% p.a. or above of the Current Balance plus any amount exceeding the available Credit Limit and the minimum amount from the previous month which remains unpaid, provided that if the Current Balance shown on the Monthly Card Statement is HKD50 or less, or upon the occurrence of one of the events set out in Clause 7.04, the minimum amount to be paid shall be the entire Current Balance.

"Monthly Card Statement" means a statement of Transactions, Charges and payment provided by the Bank to the Cardholder on a monthly basis or at other intervals which the Bank may at its absolute discretion determine from time to time in respect of the Card Account pursuant to Clause 8.03.

"Payment Due Date" means the date printed on the Monthly Card Statement as from time to time determined by the Bank at its sole discretion.

"Platinum Card" means an unexpired valid Platinum credit card issued by the Bank to the Cardholder pursuant to the Visa International Operating Regulations or MasterCard International Operating Regulations respectively.

"PIN" means a personal identification number provided by the Bank to the Cardholder under Clause 4.

"POST" means the Point of Sale Terminals whereby devices, terminals or otherwise are used for effecting payment or transfer of funds by electronic means.

"Principal Card" means a Card other than a Supplementary Card issued to a Principal Cardholder.

"Principal Cardholder" means a holder of a Principal Card.

"Sales Slip" means a paper evidencing a purchase, hire or request for the sale or supply of merchandises and/or services or otherwise by a Cardholder from a Merchant.

"Supplementary Card" means a Card issued to a Supplementary Cardholder pursuant to Clause 3.

"Supplementary Cardholder" means a person nominated by the Principal Cardholder and approved by the Bank to receive and hold a Supplementary Card.

"Titanium Card" means an unexpired valid Titanium MasterCard credit card issued by the Bank to the Cardholder pursuant to the MasterCard International Operating Regulations.

"Transaction" means a transaction effected through the Use of the Card and evidenced by a Credit Slip, Sales Slip, a direct debit to the Card Account or in the case of a cash advance effected through an ATM, a data captured record in relation to the cash advance produced by the Bank or any other financial institutions; and the term "Unauthorised Transaction" shall be construed accordingly.

"Use of the Card" means Card Services evidenced by a procedure effected by the Bank (and with other financial institutions or Merchants which accept the Card) by the physical presentation of the Card by the Cardholder to effect purchases of merchandises and/or services or otherwise from a Merchant, drawing of a cash advance, obtaining of credit, discharging any liability and such other credit card facilities or services as the Bank may from time to time offer and make available to the Cardholder, and the term "use" shall be construed accordingly.

"Validity Period" means the period for which the Card is stated to be valid.

"VISA PLUS" means the international electronic infrastructure that supports ATM access for Cards and is designated as such with the display of either the "VISA" flag symbol or the "PLUS" symbol.

1.02 For the purposes of this Clause 1, the meaning of the expression "physical presentation" shall also include:-

- in the case of telephone orders, facsimile orders or mail orders, by the Cardholder quoting the Card Account number verbally or in writing or permitting the Card's magnetic stripe to be read by an electronic device capable of reading, recording or transmitting the information encoded in the magnetic stripe together with the Cardholder's authorisation in whatever form and manner acceptable to the Merchant;
- in the case of on-line internet orders, by the Cardholder inputting all the required particulars of the

Card, personal information of the Cardholder and other required information in the website of the Merchant or any other websites on the Internet for placing and effecting a Transaction; and

- a direct debit against the Card Account which has been authorised by the Cardholder.

1.03 In this Agreement, if the context permits or requires, words importing the masculine gender shall include the feminine and neuter gender, and words in singular number shall include the plural number and vice versa.

2. Issue, Acceptance and Validation

2.01 The Card is issued to the Cardholder on the basis of the information provided in or attached to the Application regarding the Cardholder's creditworthiness. The Cardholder warrants and represents that the information provided is and will remain true and correct and undertakes to immediately notify the Bank of any material change which affects or threatens or has potential to affect or threaten the creditworthiness of the Cardholder.

2.02 The Cardholder must immediately upon receipt of the Card sign on it pursuant to the instructions provided by the Bank. The Cardholder's signature either on the Card and/or Use of the Card and/or the acknowledgement receipt of the Card will signify and constitute the Cardholder's acceptance of the Card and agreement to comply with and be bound by the terms and conditions contained in this Agreement and any later amendments made by the Bank from time to time and notified to the Cardholder pursuant to Clause 15.

2.03 The Cardholder shall validate the Card by acknowledging receipt thereof pursuant to the instructions provided by the Bank. The Cardholder shall not use the Card prior to the completion of this validation process and the Bank shall not be liable for any loss, damage or liability whatsoever suffered or incurred by the Cardholder arising as a result of or otherwise in connection with the refusal of any Merchant to accept or honour the Card. The Cardholder shall indemnify and hold the Bank harmless against all claims, demands, or liabilities whatsoever arising directly or indirectly from any person as a result of the Use of the Card prior to validation.

2.04 For the avoidance of doubt, Clause 2 applies similarly to a Principal Card and a Supplementary Card and therefore respectively, a Principal Cardholder and a Supplementary Cardholder.

3. Supplementary Card

3.01 Subject to the Bank approving and issuing a Principal Card to the Principal Cardholder, the Bank may approve and issue a Supplementary Card to any person or persons nominated as Supplementary Cardholder by the Principal Cardholder. The terms and conditions of this Agreement shall similarly apply to the issuance and the use of any Supplementary Card.

3.02 The Principal Cardholder shall be bound by and be responsible for all obligations and liabilities whatsoever arising from the use of the Supplementary Card by the Supplementary Cardholder in the same manner as if he used such Supplementary Card personally. The Principal Cardholder shall be liable to the Bank for all Transactions effected by a Supplementary Cardholder if the latter fails to return the Supplementary Card to the Bank upon cancellation of the Card Account.

3.03 For avoidance of any doubt, the Supplementary Cardholder shall not be bound by and be liable for obligations and liabilities of the Principal Cardholder or other Supplementary Cardholders in respect of their Uses of the Card.

4. Security of the Card and the PIN

4.01 Subject to Clause 5, the Card may be used by the Cardholder to effect a Transaction or obtain a cash advance from selected branches of the Bank and/or ATMs provided or designated by the Bank. The Bank may provide the Cardholder with a PIN to enable the Card to be used at ATMs. However, if the Cardholder does not wish to use ATMs and informs the Bank of the same, the Bank shall not issue any PIN. The Bank's data captured record in relation to any cash advance and/or Transaction effected through the Use of the Card at ATMs shall in all respects be conclusive and binding on the Cardholder.

4.02 The Card and the PIN will be issued separately. The Cardholder shall comply in all respects with Clause 2 and thereafter keep the Card safely secured. If the Card and the PIN are personally collected, the Bank may require the Cardholder to provide his personal identification documents for verification purposes.

4.03 The Cardholder must ensure that the PIN is kept strictly confidential and secret to prevent fraud and in this respect must;

- destroy the original printed copy of the PIN;
- should not allow anyone else to use their Card and PIN;
- should not keep the PIN and Card together;
- should never write down the PIN on the Card or on anything usually kept with or near it;
- should not write down or record the PIN without disguising it;
- should not under any circumstances disclose his PIN to any other person; and
- should not keep any written record of the PIN in a manner which may enable another person to use the Card at ATMs.

4.04 The Cardholder should immediately inform the Bank if they find that the PIN has been lost or when it has come to the knowledge or suspected to have been made known to any other person.

4.05 The Cardholder may change the PIN at any time. However, the Cardholder shall not choose a combination of numbers which are not suitable or can be easily known, accessed or guessed.

5. Scope of Use of Card

5.01 Use of the Card is restricted to the Cardholder who shall comply with the following conditions of Use of the Card; that is, including but not limited to the following:-

- signing the authorised signature section of Card upon receipt;
- keeping the Card safe and secure at all times;
- not effecting Transaction(s) with an aggregate amount exceeding the Credit Limit;
- not using the Card before or after the Validity Period, or after the Card is withdrawn or the Card Account cancelled;
- not using the Card in any other manner which is likely to cause or will cause liability, loss or damage to the Bank; and
- complying with any request or direction of the Bank.

5.02 All credit or other banking facilities extended by the Bank through the Use of the Card together with all Charges shall be debited to the Card Account.

5.03 Without prior written authorisation from the Bank, the Cardholder shall not use the Card to the extent that the Current Balance in the Card Account exceeds the Credit Limit.

6. Charges for Card Services

6.01 Finance Charge

The Finance Charge will be levied at the Bank's prevailing rate set out in the Confirmation Letter and/or in the List of Service Charges and/or in the card mailer that the Bank sends to the Cardholder together with the Card (as the case may be) or such other rate as revised by the Bank from time to time at its sole discretion, calculated and accrued on a daily basis on the outstanding Current Balance in the Card Account from the previous Monthly Card Statement date to the date prior to the next Monthly Card Statement date and on the outstanding balance of all new Transactions posted after the previous Monthly Card Statement date.

6.02 Late Charge

A late charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account if the Minimum Payment is not paid on or before the Payment Due Date.

6.03 Overdue Fee

An overdue fee at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account in the event that the Minimum Payment is not paid on or before the Payment Due Dates for two (2) or more consecutive months each time.

6.04 Cash Advance Fee & Finance Charge

A cash advance fee at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for every cash advance transaction made at a Bank branch, VISA/MasterCard member banks, JETCO, VISA PLUS, MasterCard CIRRUS ATMs. A Finance Charge will accrue on each cash advance from the date of advance until repayment is made in full and such Finance Charge will be calculated on a daily basis, at a rate applicable in accordance with the circumstances set out in the Confirmation Letter and/or in the List of Service Charges and/or in the card mailer that the Bank sends to the Cardholder together with the Card (as the case may be).

- 6.05 Replacement Card Charge
A replacement card charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) for replacement of each Card shall be imposed and debited to the Card Account.
- 6.06 Annual Fee or Renewal Fee
The Card Account shall be automatically renewed on the expiry of a 12-month period (from the date the Card is issued) and an Annual Fee or a Renewal Fee (if applicable under the Bank's existing policy at the relevant time) at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account on the first Business Day of the month following the anniversary month.
- 6.07 Rejected Autopay Transaction Charge
A rejected autopay transaction charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each direct debit or autopay instruction (against an account other than the Card Account) which is returned unpaid.
- 6.08 Bounced Cheque Charge
A bounced cheque charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each cheque payment to the Card Account which is not honoured.
- 6.09 Copy Charge
A copy charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each copy of a Card Account record, Monthly Card Statement, Sales Slip, Credit Slip, direct debit authorisation form or otherwise requested by the Cardholder.
- 6.10 Credit Balance Refund Charge
A credit balance refund charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for any withdrawal of the available credit balance from a Card Account in form of a cashier's order; and, where necessary, an applicable postage charge will also be imposed and both such charges will be debited by the Bank against the credit balance of the Card Account prior to issuance of a cashier's order.
- 6.11 Payment of Designated Service Bills Charge
A payment charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each payment transaction through the Bank's Credit Card Centre 24-hour Customer Service Hotline for a designated service bill requested by the Cardholder.
- 6.12 Overlimit Handling Charge
An overlimit handling charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account on a monthly basis whenever there is a record within each Monthly Card Statement cycle that when the Card Account balance exceeds the Credit Limit.
- 6.13 Over-the-Counter Payment Fee at Branch
An Over-the-Counter Payment Fee at Branch at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each payment made over the counter of the Bank's branches.
- 6.14 Service Charge
A service charge at the rate where applicable shall be imposed and debited to the Card Account pursuant to Clause 15 for any miscellaneous matters in relation to the Card or Card Account as determined by the Bank from time to time at its sole discretion.
- 6.15 Dispute Transaction Handling Charge
A dispute transaction handling charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each request in dealing with a disputed Transaction.
- 6.16 Foreign Exchange Conversion Surcharge
A foreign exchange conversion surcharge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges shall be imposed for completing foreign exchange conversion as provided in Clause 19.
- 6.17 Amendment of Charges
All Charges may be revised by as to the rate or amount the Bank from time to time at its absolute discretion notifies to the Cardholder from time to time in the manner pursuant to Clause 15.

7. Payment

- 7.01 The Cardholder agrees to make payment to the Card Account in the following manner:-
- Finance Charge will be imposed if the Cardholder selects to pay on or before Payment Due Date an amount less than the Current Balance provided that it is no less than the Minimum Payment. In the event that the Cardholder fails to make the Minimum Payment on or before the Payment Due Date then both the Finance Charge and the late charge will be imposed and debited to the Card Account. If the Cardholder fails to make the Minimum Payment on or before the Payment Due Dates for two (2) consecutive months, an Overdue Fee shall be imposed and debited to the Card Account.
 - Payments can be made inter alia by mailing a Hong Kong dollar cheque payable to "Fubon Bank (Hong Kong) Limited", presenting cash or a Hong Kong dollar cheque at any branch of the Bank, auto-pay service, payment by phone service (PPS) or transferring funds from any accounts held with the Bank through JETCO ATMs, by telephone or any other electronic means (if available) or otherwise acceptable to the Bank. To avoid postal delays or other unforeseen circumstances the Cardholder should allow five (5) Business Days before the Payment Due Date. Cheques or cashier's orders in foreign currency and post-dated cheques are not acceptable. If a foreign currency cheque or cashier's order is presented for settlement, the Bank may, at its sole discretion, process the payment subject to conversion to Hong Kong dollars and to a Service Charge to be debited to the Card Account. Payment as such will only be effective subject to the clearance of such cheque or cashier's order.
- 7.02 For Current Balance calculation in the Monthly Card Statement, the Bank shall firstly add up the respective items of the Current Balance from the previous Monthly Card Statement with the accumulated amount of these respective items determined by the Bank from time to time at its sole discretion from the date following the previous Monthly Card Statement date to the current Monthly Card Statement date (the "said amount"), then apply the payment made by the Cardholder to the Bank to settle the said amount in the following priority or such other priority as the Bank may conclusively determine from time to time:-
- Outstanding Finance Charges;
 - Outstanding other Charges;
 - Outstanding cash advances;
 - Outstanding retail purchases.
- 7.03 For Finance Charges calculation, payments made by the Cardholder to the Bank shall be applied by the Bank on the day that they are credited to the Card Account in the following manner or in such other manner as the Bank may conclusively determine from time to time:-
- if the amount of the payment equals to or less than the Current Balance as shown on the latest Monthly Card Statement, in accordance with the respective proportion of the following items:-
 - Outstanding Finance Charges;
 - Outstanding other Charges;
 - Outstanding cash advances;
 - Outstanding retail purchases, or
 - if the amount of the payment exceeds the Current Balance as shown on the latest Monthly Card Statement, in accordance with the sequence of the dates of the transaction incurred provided that if there is more than one transaction on the same transaction date, in the order of priority of the items as set out in sub-Clause (a) (i) to (iv) above.
- 7.04 The Current Balance in the Card Account shall become immediately due and payable by the Cardholder (or his legal representative as the case may be) to the Bank on the occurrence of one of the following events; (a) the Cardholder fails to pay any sum due under the Card Account; (b) the Cardholder fails to comply with any terms in this Agreement; (c) the Card Services is terminated under any circumstances; (d) the

Cardholder becomes insolvent, bankrupt or dies; or (e) for whatsoever reason which the Bank considers necessary for its protection.

8. Transactions

- 8.01 Where an ATM facility has been incorporated as a feature in the Card to enable it to be used to effect by electronic means other banking transactions on any account (held with the Bank) other than the Card Account, whether at ATMs, POST or otherwise, the use of such ATM facility will be further subject to the Bank's terms and conditions governing the use of Fubon Bank (Hong Kong) Limited ATM Cards in addition to these terms and conditions.
- 8.02 The Bank shall have the absolute right to disapprove or reject any Transaction requested by the Cardholder through Use of the Card without liability whatsoever. The Bank may request the Cardholder to provide relevant personal particulars which shall include but not limited to his employer's name and address, residential address and contact telephone/facsimile numbers or such other information for verification and updating prior to making such decision. Any such decision made by the Bank shall be conclusive and binding.
- 8.03 The Bank shall provide the Principal Cardholder with a Monthly Card Statement detailing the Transactions and Charges which are payable by the Cardholder to the Bank on or before the Payment Due Date.
- 8.04 Subject to Clause 8.02, the Card shall not be used for payment or settlement of any gambling transaction (or similar) or other transaction which is illegal under any applicable law.

9. Unauthorised Transactions

- 9.01 The Cardholder agrees to carefully examine each Monthly Card Statement of the Card Account and report to the Bank within sixty (60) days from the date of the Monthly Card Statement any error or Unauthorised Transaction which has been recorded, and promptly thereafter confirm the same in writing, describing the error or Unauthorised Transaction, providing any documentary evidence and explaining the error or why the Transaction is believed to be unauthorised. If the Cardholder fails to comply with the said sixty (60) days' stipulation then the Bank reserves the right to regard that the Monthly Card Statement as final and conclusive except in circumstances where:-
- the Unauthorised Transaction arises from forgery or fraud by any third party including any employee, agent or servant of the Cardholder and in relation to which the Bank has failed to exercise reasonable care and skill;
 - the Unauthorised Transaction arise from forgery or fraud by any employee, agent or servant of the Bank; or
 - the Unauthorised Transactions arise from the default or negligence on the part of the Bank or any of its employees, agents or servants.
- 9.02 In the event that an error or Unauthorised Transaction is reported by Cardholder, the Bank agrees, save and except in circumstances which are beyond its control, to complete an investigation within ninety (90) days upon receipt of the Cardholder's first report.
- 9.03 Where a Cardholder reports an error or Unauthorised Transaction before a Payment Due Date, the Cardholder shall have the right to withhold payment of the disputed amount during the investigation period. The Bank agrees not to impose any Finance Charge on such disputed amount while the error or Unauthorised Transaction is under investigation and furthermore agrees not to provide any adverse credit report against the Cardholder to any third party. If as a result of the investigation the error or Unauthorised Transaction reported by Cardholder subsequently proves to be unfounded then the Bank reserves the right to re-impose a Finance Charge on the disputed amount over the full period from the date of the Transaction until conclusion of the investigation.
- 9.04 If the investigation reveals that an error or Unauthorised Transaction has taken place then the Bank shall promptly make all relevant corrections and deliver a correction notice to the Cardholder and the subsequent Monthly Card Statement shall be amended to the intent that the error or Unauthorised Transaction shall be deleted. If an error or Unauthorised Transaction has occurred then the Bank agrees to provide the Cardholder with a report and furnish where available, copies of any documentary evidence in support.

10. Liability for Card Services

- 10.01 The Cardholder herein agrees to accept full and sole responsibility for all consequences, loss and/or liability incurred or arising as a result of the PIN being made known to another person for whatever reason and shall indemnify the Bank and against any loss, damage or liability whatsoever arising sustained or incurred by the Bank by reason thereof or in connection therewith.
- 10.02 The Bank shall not be liable for the refusal of any Merchant to accept or honour the Card nor shall it be responsible in any way for the quality or otherwise of the merchandise and/or services sold or supplied or otherwise by the Merchant to the Cardholder. Any complaint by a Cardholder must be resolved directly with the Merchant and no claim by the Cardholder against the Merchant may be the subject of set-off or counter-claim against the Bank. The Bank will credit the Card Account with the amount of any refund only on receipt of a properly issued Credit Slip duly imprinted and signed by the Merchant making the refund or price adjustment (as the case may be).
- 10.03 The Bank shall not be liable under any circumstances in the event that it is unable to perform its obligations under this Agreement as a result of, either directly or indirectly the failure of any data processing system, or transmission link, technology system (software and hardware) or for any delays or failure in performance thereunder caused by an Act of God, war, strike, labour dispute, works stoppage, fire, act of government or any other cause, whether similar or dissimilar beyond the control of the Bank, its employees, agents, contractors or subcontractors.
- 10.04 The Cardholder agrees to accept full liability for all losses arising in respect of Use of the Card if the Cardholder has acted fraudulently and with gross negligence. For the avoidance of doubt failure to safeguard the PIN in terms as provided in Clause 4 shall constitute acting with gross negligence.
- 10.05 The Cardholder shall be liable for all Transactions effected or authorised through Use of the Card notwithstanding that no Sales Slip is signed and/or the Credit Limit is exceeded and/or the Card Account is cancelled. The types of Transactions effected or authorised without the Cardholder's signature may include, without limitation, internet orders, telephone orders, facsimile orders, mail orders, recurring Transactions or Use of the Card at an ATM (whether such an ATM is that of the Bank or otherwise), at a Merchant's POST, at a telephone set possessing magnetic stripe reading function or any other device approved by the Bank from time to time. The Bank's records and the Monthly Card Statements of all Transactions and Charges shall be conclusive and binding on the Cardholder except for manifest errors.
- 10.06 The Cardholder shall remain liable for all recurring Transactions notwithstanding that the Card Account has been voluntarily or involuntarily terminated. The Cardholder shall directly arrange cessation of recurring instructions with the Merchant or any other parties to whom payment is effected through direct debit on the Card Account.
- 10.07 The Bank shall be responsible for the following loss incurred:-
- in the event of misuse by persons unknown when the Card has not been received by the Cardholder;
 - for all Transactions not authorised by the Cardholder after receiving adequate notification from the Cardholder that the Card/PIN has been lost or stolen or when someone else knows the PIN;
 - subject to and without limiting Clause 10.03, when faults have occurred in the terminals, or other systems used, which causes the Cardholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display; and
 - when Transactions are made through the use of a counterfeit Card.
- 10.08 The Bank's liability under Clause 10.07 shall be limited to those amounts wrongly charged to the Card Account and any Finance Charge on those amounts.

11. Right of Set-Off

- 11.01 The Bank may (for whatsoever reason and without the need to advise the Principal Cardholder of any such reason) at any time and without prior notice set off or transfer any monies standing to the credit in different accounts of the Principal Cardholder which shall include any other account of whatsoever nature (including any other credit card, current, savings or deposit) held with the Bank in and towards the discharge of all sums and money outstanding and due by the Principal Cardholder or any Supplementary Cardholder under the Card Account.
- 11.02 The Bank may (for whatever reason and without the need to advise the relevant Supplementary Cardholder of any such reason) at any time and without notice to the relevant Supplementary Cardholder exercise a right of set off against or transfer any monies standing to the credit in different accounts of the relevant Supplementary Cardholder which shall include, any other account of whatsoever nature (including any other credit card, current, savings or deposit accounts) held by the relevant Supplementary Cardholder (if any) with the Bank in and towards the discharge of the Charges and all sums and money outstanding and due from the relevant Supplementary Cardholder to the Bank under the Card Account.
- 11.03 For avoidance of any doubt, the Bank shall not set off the debit balance in the Card Accounts of the Principal Cardholder or a relevant Supplementary Cardholder against the credit balance in any account of any other Supplementary Cardholder held with the Bank.

- 11.04 The Bank agrees to promptly inform the Principal Cardholder or the Supplementary Cardholder (as the case may be) after exercising any rights of set-off as provided in Clauses 11.01 and 11.02.
- 12. Ownership of Card**
- 12.01 The Card remains the exclusive property and ownership of the Bank and the Cardholder shall return the Card to the Bank immediately upon demand.
- 13. Termination of Card Services**
- 13.01 The Bank may at any time at its absolute discretion cancel the Card and terminate the Card Account by giving reasonable prior notice to the Cardholder. The Bank shall not be liable in respect of any consequences whatsoever relating to or arising out of such cancellation and termination.
- 13.02 The Cardholder agrees unconditionally and without reservation to surrender and return the Card to the Bank immediately upon request by the Bank. The Cardholder may terminate the Card Account at any time by notice in writing to the Bank and return to the Bank all Cards issued under the Card Account.
- 13.03 If, for any reason, the Cardholder fails to comply with these terms and conditions or is in breach of any applicable laws or regulations, the Bank reserves the absolute right to withdraw, with or without cause, the Card and/or any of the services or programs thereby offered at any time in conjunction with the Card without prior notice, and/or to terminate Use of the Card by the Cardholder and the Card Account. The Bank may then commence legal action against the Cardholder to recover the Charges and all outstanding sums due under the Card Account. No failure by the Bank to exercise, nor any delay by the Bank in exercising any right or remedy shall operate as waiver thereof.
- 13.04 The Bank may cancel or suspend any Supplementary Card at any time at the written request of either the Principal Cardholder or the Supplementary Cardholder accompanied by the return to the Bank of the Supplementary Card to be cancelled. For the avoidance of doubt, cancellation as aforesaid shall be without prejudice to any liability incurred prior to cancellation and return of such Supplementary Card.
- 13.05 The Bank shall refund any credit balance in a Card Account to the Cardholder within seven (7) Business Days from the date of receipt of the Cardholder's request in accordance with the Cardholder's instruction.
- 14. Loss of Card**
- 14.01 If the Card is lost or stolen, the Cardholder must notify the Bank's Card Centre as soon as reasonably practicable and immediately thereafter shall lodge a report to the local Police of the loss and obtain a loss report. The Cardholder shall then also promptly confirm to the Bank such loss or theft in writing together with the said loss report.
- 14.02 The Cardholder shall be liable to the Bank for every Transaction (which shall include an Unauthorised Transaction) effected by the Use of the Card by any third person prior to the Bank being notified of the loss or theft of the Card provided that if the Cardholder has not acted fraudulently or with gross negligence or has not otherwise failed to inform the Bank, the maximum liability of the Cardholder shall not exceed HKD500 provided that such limit shall be confined to loss specifically related to the credit card amount but not cover cash advance. Thereafter, the Cardholder shall not be liable for any further Transactions subject always to the understanding that he has acted in good faith and with reasonable care and due diligence in safeguarding the Card and the PIN and by promptly reporting its loss or theft to the Bank/local Police.
- 14.03 For avoidance of any doubt, the Cardholder shall be liable for all loss if it is proven that he has acted fraudulently, with gross negligence, or has failed to inform the Bank as soon as reasonably practicable in case of loss or theft, has failed to follow or comply with the safeguards and obligations set out in Clauses 4.03 and 14 if such failure has directly or indirectly caused the losses.
- 15. Amendment of Agreement**
- 15.01 The Bank reserves the right at all times to amend or vary these terms and conditions and Charges. If such amendment or variation will affect any of the Charges and the obligations or liabilities of the Cardholders, then such amendment or variation will become effective thirty (30) days after notification to the Cardholder by such reasonable means the Bank deems fit. In the event that the amendment or variation affects any of the Charges and the obligations or liabilities of the Cardholders and the changes are beyond the reasonable control of the Bank, less than thirty (30) days notice may be given.
- 15.02 The Cardholder upon receipt of such notification has a right to refuse to accept the amendments or variations and cancel the Card and terminate the Card Account subject to and without prejudice to any liability incurred prior to cancellation or termination. Upon cancellation, if the unused Annual Fee is higher than HKD50 or any other such amount as the Bank may specify from time to time, it shall be refunded to the Cardholder on a pro-rata basis upon a written request by the Cardholder.
- 16. Personal Data and Consumer Credit Data**
- 16.01 The Cardholder agrees to be bound by Notice to Customers and Other Individuals Relating To the Personal Data (Privacy) Ordinance (the "Ordinance") And Consumer Credit Data prevailing from time to time.
- 16.02 The Cardholder acknowledges that the Bank has considered a credit report on the Cardholder from a credit reference agency referred to below in considering his application. In the event that the Cardholder wishes to see the credit report for the purpose of making a data access or data correction request, he may contact the credit reference agency directly at the following address:-
- TransUnion Limited
Suite 1006, Tower 6, Gateway
9 Canton Road
Tsimshatsui, Kowloon
Hong Kong
Telephone : 2577 1816
- 16.03 The Cardholder further acknowledges that the Card Account is subject to regular review which may result in the Credit Limit being increased or decreased or the Cardholder's Card Account being terminated. The Cardholder acknowledges notification that in order for the Bank to conduct a review which will during the subsistence of the Card Account, the Bank will access and make use of a credit report from a credit reference agency referred to in Clause 16.02.
- 17. Balance Transfer**
- 17.01 The Cardholder may at the time of application or from time to time apply to the Bank for transfer of his debit balances due to other authorised financial institutions in respect of credit card or personal loans of whatever nature acceptable to the Bank to the Card Account. For avoidance of any doubt, only Principal Cardholder is entitled to make an application under this Clause 17.
- 17.02 The Bank may at its sole discretion approve or reject such application without the need to give any reason.
- 17.03 The total amount of the balance transfer cannot exceed 90% of the available credit limit of the Card Account arising from the use of the Card. The Bank has the sole discretion to determine the amount to be transferred which may be less than the amount applied by the Cardholder without the need to give any reason.
- 17.04 The Bank will notify Cardholder as to whether the application is approved. Prior to this confirmation, the Cardholder shall continue to make payments to the balances to be transferred from other financial institutions. The Bank will not in any event be liable for any interest or other charges of other financial institutions so incurred by the Cardholder for the application.
- 17.05 Upon its approval, the Credit Limit of the Card Account will be deducted by the total amount of the Balance Transfer and the Bank will open a separate account for the Cardholder. All the debit balance standing in that account shall be regarded as Current Balance due under the Card Account for the purposes of this Agreement, despite that it will separately be shown in this separate account's monthly statement. Subject to Clause 17.09, all Charges and other terms and conditions of this Agreement (insofar as they are relevant and consistent) shall equally apply to such part of the Current Balance therefor. The Credit Limit of the separate account will be equal to the total amount of Balance Transfer and a fixed lump sum determined by the Bank from time to time. The Credit Limit of the separate account will be decreased monthly and the Credit Limit of Card Account arising from the use of the Card will be increased monthly by an amount equal to the separate account's Credit Limit minus the said fixed lump sum and the current outstanding therein rounded down to the nearest hundred. The said fixed lump sum of the separate account's Credit Limit will not be transferred to the Card Account for other uses of the Card by the Cardholder. The Bank has the sole discretion to determine whether to effect the Credit Limit transfer and the amount to be transferred without the need to give any reason.
- 17.06 A balance transfer finance charge at the rate set out in the Confirmation Letter on the outstanding balance of the separate account under Clause 17.05 from the Bank's payment date to the financial institutions to the date when the transferred amount, inclusive of all interest and pertaining fees have been repaid in full will be levied. Such interest shall be calculated and accrued on a daily basis. All other applicable Charges provided in Clause 6 at such rate as stipulated in the Confirmation Letter shall be imposed and debited to the separate account under Clause 17.05.
- 17.07 The Cardholder agrees to make payment to the separate account under Clause 17.05 in accordance with the Clause 7 of this Agreement.
- 17.08 The payment made to the separate account under Clause 17.05 cannot be re-borrowed unless with the approval of the Bank.
- 17.09 The bonus point scheme shall not apply to the separate account under Clause 17.05 and the Balance Transfer. Upon a Card Account arising from the use of the Card terminated by the Cardholder or the Bank being linked to the separate account under Clause 17.05, such separate account shall be regarded as immediately co-terminated.
- 18. Concierge Services**
- 18.01 With effect from acceptance of these terms and conditions in accordance with Clause 2.03, the holder of a Platinum Card or Titanium Card shall be eligible for and shall be entitled to enjoy the benefits of the Concierge Services.
- 18.02 The Bank and/or Visa International Service Association and/or MasterCard International shall be entitled at any time and from time to time to add, reduce or amend the Concierge Services or any part thereof provided without prior notice to the holder of Platinum Card and Titanium Card.
- 18.03 The Bank and/or Visa International Service Association and/or MasterCard International shall be entitled to terminate the Concierge Services or any part thereof at any time and from time to time by giving prior reasonable written notice to the holder of a Platinum Card and Titanium Card (as the case may be).
- 18.04 The Bank shall not be liable to the holder of a Platinum Card or Titanium Card for any losses, claims, liabilities, damages and expenses of whatever nature which the holder of Platinum Card or Titanium Card may suffer or incur as a result of or in connection with the usage or termination of the Concierge Services (or any part thereof) or the failure of the agent appointed by Visa International Service Association or MasterCard International to provide them.
- 19. Conversion of Exchange Rates**
- Transactions in currencies other than Hong Kong Dollars will be debited to the Card Account after the process of conversion from the foreign currency into Hong Kong Dollars at the prevailing conversion rate equivalent to the exchange rate as required and published by either Visa International Service Association or MasterCard International Inc. and where appropriate by the State Administration of Exchange Control in the People's Republic of China (for Renminbi currency only). A mark-up on the conversion rate published by Visa International Service Association or MasterCard International Inc. (as the case may be) shall be charged to calculate the equivalent amount of Hong Kong dollars to be debited to the Card Account(s). The rate of such a mark-up shall be decided solely and absolutely by the Bank from time to time.
- 20. Miscellaneous**
- 20.01 The Bank shall be entitled to employ outside debt collecting agencies, solicitor firms and/or any other institutions to collect any Charges and all outstanding sums due under the Card Account but unpaid by the Cardholder. The Bank may and is hereby irrevocably authorised by the Cardholder to disclose to such debt collecting agencies, solicitor firms and/or institutions any or all information available in relation to the Cardholder, the Card and the Card Account. The Cardholder shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such debt collecting agencies, solicitor firms and/or institutions.
- 20.02 If the Bank takes legal or collection action to recover any sum payable under the Card Account and/or for any damages and other remedies resulting from the breach of any of these terms or conditions on the part of the Cardholder, the Cardholder shall reimburse the Bank for all reasonable costs and expenses (including legal costs) and disbursements reasonably incurred by the Bank in that connection without any deduction whatsoever, and in the event of legal actions, the amount of which may be determined and taxed (if necessary) by the court or otherwise mutually agreed between the Cardholder and the Bank.
- 20.03 The Bank shall upon written request provide the Cardholder at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 20.01 and 20.02 upon written request of the Cardholder.
- 20.04 The Cardholder may select and enroll in any marketing or promotion program which is offered by the Bank in conjunction with the Bank's reward system. By virtue of enrollment, the Cardholder shall also be bound by the terms and conditions governing such reward system. Upon cancellation of the Card Account, any accumulated reward and/or benefits earned or accrued shall be immediately forfeited.
- 20.05 The Cardholder must notify the Bank promptly in writing of any changes to his employment, office address, residential address, telephone, facsimile or other contact details and country of residence. If the Cardholder is absent from or is likely to be absent from Hong Kong for more than thirty (30) days, the Cardholder is required to provide or make (to the Bank's satisfaction), prior to departure, clear and specific written instructions or arrangements to the Bank for the settlement or payment of all amounts due to the Bank under the Card Account.
- 20.06 The Bank may from time to time arrange and offer certain credit card benefits to the Cardholder in association with the use of the Card. It is expressly understood that the Bank should not be held responsible or liable for any loss and/or damages suffered or sustained by the Cardholder whatsoever and howsoever arising in connection with such card benefits. The Bank may at any time and from time to time add, vary and terminate any such credit card benefits without prior notice to the Cardholder.
- 20.07 Without limiting or affecting Clause 10.02, if the Cardholder has any complaint against any Merchant in respect of any merchandise and/or services purchased or otherwise using the Card, the Cardholder may telephone the Bank's Card Centre for assistance.
- 20.08 The Cardholder agrees and accepts that the Bank can record any telephone conversation between the Cardholder and any of its staff and that such recording can be used as conclusive evidence in any dispute that may arise on any matters relating to this Agreement and the Card.
- 21. Law and Language**
- 21.01 If the Card is an Affinity Credit Card/Co-branded Credit Card, the Cardholder acknowledges that the Card, whether a principal or a supplementary Card, is issued pursuant to the Cooperation Agreement for Affinity Credit Card/Co-branded Credit Card made between the Bank and the relevant affinity/co-branded partner ("Master Agreement"). Should there be any amendment of the Master Agreement or if the Master Agreement is terminated, this Agreement may consequently be amended or terminated.
- 21.02 This Agreement will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.
- 21.03 The Chinese version of this Agreement is for reference only. The English version is the governing version and shall prevail in the event of any conflict.
- Important Note**
- If your VISA Card/MasterCard/Platinum Card/Titanium Card is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost/Stolen Credit Card Report Hotline on telephone 2512-1131. If you are outside Hong Kong, please inform us by collect call on telephone (852) 2512-1131, by facsimile transmission on (852) 2508-9675, by telex on 60996 FUBON HX, or contact any local VISA/MasterCard member bank. Satisfactory identification of the identity of the Cardholder when reporting loss or theft may be required. The Cardholder should subsequently confirm the loss or theft to the Bank in writing within 48 hours after the telephone report.**

信用卡是由富邦銀行發予閣下即信用卡持有人。信用卡之使用須備受此所載之條款制約。

1. 定義及釋義

1.01 除非應上文下理所需，否則下列措詞在本合約內將具有下述意思：

- 「聯營卡」- 指由本銀行與其他商業機構或組織合作推出的信用卡。
- 「年費」- 由本銀行不時釐定及信用卡持有人應支付予本銀行的年費。
- 「申請」- 信用卡持有人所獲得、簽署及提交予本銀行之信用卡申請及其它有關文件（其及內載之條款及細則構成本合約不可分割之一部份）。
- 「自動櫃員機」- 自動櫃員機。
- 「結欠轉賬」- 具第17條所賦予之解釋。
- 「本銀行」- 富邦銀行（香港）有限公司。
- 「營業日」- 香港的銀行開門營業的日子。
- 「信用卡」- 本銀行按照Visa國際營運規條（Visa International Operating Regulations/萬事達卡國際營運規條（MasterCard International Operating Regulations）發出之未到限期的有效VISA/萬事達卡（包括白金卡及Titanium卡），以及（在上文下理加以容許或有需要時）包括附屬卡。
- 「信用卡賬戶」- 所有透過或由於使用信用卡而產生的本銀行與信用卡持有人之間的賬務交易記錄，該等記錄將記入一個指定號碼的賬戶內，以及任何本銀行根據第17條為結欠轉賬開立的賬戶。
- 「信用卡持有人」- 獲發信用卡之個別人士，以及（在上文下理加以容許或有需要時）（個別及共同地）包括主卡持有人及附屬卡持有人（如有）。
- 「信用卡服務」- 由本銀行透過向信用卡持有人發出信用卡而提供之信用卡服務及信貸，以及包括結欠轉賬。
- 「費用」- 信用卡持有人按第6條或其他條款繳付之財務費用及其他費用。
- 「信貸額」- 由本銀行在發出信用卡時批核給信用卡持有人或其後不時經本銀行修訂之銀行信貸額。
- 「退款票據」- 由一商戶發出予信用卡持有人以證明一項退款或價格調整，並將記進一個信用卡賬戶之實項的票據。
- 「私人助理服務」- 由本銀行不時經書面通知白金卡及Titanium卡持有人由Visa International Service Association或MasterCard International指定代理所提供的各項私人助理服務及權益。
- 「確認函」- 一封由本銀行向信用卡持有人發出載有關於信用卡某些條款及細則及/或根據第17條有關結欠轉賬的確認函。
- 「現存結欠」- 根據第7.02條不時總結信用卡賬戶之借貸總額，並在發送予信用卡持有人之月結單上顯示之款額。
- 「財務費用」- 由於信用卡持有人在截至付款到期日根據第6.01條尚沒有全數支付現存結欠款額而按照確認函上或服務收費表上（視乎情況而定）計算或因現金透支而按照第6.04條計算並記進信用卡賬戶借項之款額。
- 「香港」- 中華人民共和國香港特別行政區。
- 「銀通」- 由銀聯通寶有限公司所提供之電子架構作為支援經櫃員機使用信用卡之活動並以「JETCO」作為其標誌。
- 「服務收費表」- 由本銀行制定並向信用卡持有人發出一覽表（並為本合約不可分割之一部份），並在其上列明本銀行可不時全權更改計算各項費用。
- 「MasterCard CIRRUS」- 為一國際電子架構，其作用為支援經櫃員機使用信用卡並以「MasterCard」或「CIRRUS」作為其標誌。
- 「商戶」- 任何接受以信用卡支付其售賣或提供之商品及/或服務的商業或服務銷售機構（不論其為零售商與否）。
- 「應付之最低金額」- 月結單內指明信用卡持有人須於到期繳款日或之前支付的最低付款額，該款額將為港幣五十元或現存結欠之百分之三或當財務費用達年息36%或以上時，應付之最低金額亦會調整至現存結欠之百分之三點五（以款額較高者為準），加以任何超越信貸額之款項以及截至當時仍未支付的上月最低付款額，惟倘若在月結單內所示之現存結欠為港幣五十元或更低之款額，及或發生其中一件於此第7.04條內所列之事件的情況下，應付之最低金額則為現存結欠之全數款額。
- 「月結單」- 由本銀行每月或按其不時全權決定之期限向信用卡持有人依第8.03條發出列明交易、費用及付款之結單。
- 「到期繳款日」- 由本銀行不時自行決定，並以列印於月結單上之日期為準。
- 「白金卡」- 由本銀行按照Visa國際營運規條（Visa International Operating Regulations）/萬事達卡國際營運規條（MasterCard International Operating Regulations）發出的未到限期的有效白金卡。
- 「私人密碼」- 由本銀行依第4條向信用卡持有人提供之私人密碼。
- 「授權終端機」- 以電子方式的裝置或終端機作執行付款或傳送專款之售點終端機。
- 「主卡」- 向主卡持有人發出而並不是附屬卡之信用卡。
- 「主卡持有人」- 主卡之持有人。
- 「銷售票據」- 證明信用卡持有人從商戶購買、租賃或要求為之售賣或提供商品或服務的票據。
- 「附屬卡」- 按於此之第3條發予附屬卡持有人之信用卡。
- 「附屬卡持有人」- 經主卡持有人提名及本銀行批准接受及持有附屬卡之人士。
- 「Titanium卡」- 由本銀行按照萬事達卡國際營運規條（MasterCard International Operating Regulations）發出的未到限期的有效Titanium卡。
- 「交易」- 使用信用卡進行的交易，又以退款票據或銷售票據，直接記進信用卡賬戶借項內作為證明，又或在以自動櫃員機進行現金貸款的情況下，則為由本銀行或任何其他財務機構就該宗現金貸款作出具有儲存數據記錄。而「未經授權交易」一詞應按此解釋。
- 「使用信用卡」- 就信用卡持有人親自提呈信用卡從商戶購取商品或服務、進行現金貸款、取得信貸、清償任何負債及取得本銀行可不時提供之該等其他信用卡信貸或服務而在由本銀行（以及連同其他接受有關信用卡的財務機構或商戶）執行的程序。
- 「有效期」- 在信用卡上列明該信用卡有效使用之日期。
- 「VISA PLUS」- 為一國際電子架構，其作用為支援經櫃員機使用信用卡並以「VISA」或「PLUS」作為其標誌。

1.02 於此條款中第1條中「親自提呈」所表達之意義包括：-

- (a) 惟在以電話、傳真或郵遞作出指示的情況下，信用卡持有人口頭上、或書面報上有關信用卡賬戶號碼，又或允許信用卡的磁帶經由可閱讀、記錄或傳送儲存在磁帶內的資料暗碼的電子儀器加以閱讀，並連同提供該電話、傳真或郵遞指示服務的商戶接受的任何信用卡持有人授權，方會被視為由信用卡持有人親自向其提呈信用卡；
- (b) 惟以透過互聯網在線作出指示的情況下，信用卡持有人在於商戶或其他設於互聯網網址中輸入一切所需與信用卡持有人及信用卡有關的資料，以安排及進行一項交易；及

(c) 信用卡持有人授權於信用卡賬戶中以自動轉賬扣款以作其他付款安排。

1.03 在本合約內，如若上文下理加以容許或有需要時，凡指某一性別的詞將包括其他所有性別；而單數的詞將包括複數，反之亦然。

2. 發出，接納及確認

2.01 本信用卡乃根據予本銀行之有關申請中就信用卡持有人之值得信貸程度之有關資料而發出予信用卡持有人。信用卡持有人保證及申明其提供予本銀行之資料乃屬真實正確，並且負責立即知會本銀行有關任何影響或威脅或有可能影響或威脅到其值得信貸程度的實質變化。

2.02 信用卡持有人收到信用卡後必須依照本銀行提供之指示立即在信用卡上簽署。信用卡持有人在信用卡及/或信用卡領收確認書上的簽署及/或使用信用卡，將表示及被視為其已接受有關信用卡以及同意遵從於此所載之條款及條件及任何本銀行不時作出並按第15條知會信用卡持有人的修訂和備受其約束。

2.03 信用卡持有人接獲本信用卡後，需立即依照本銀行提供之指示表明已收取本信用卡以確認使其生效。在此確認手續完成前，信用卡持有人不得使用此信用卡，又本銀行就因任何商戶拒絕接納本信用卡之使用而引致信用卡持有人任何性質之損失責任或損害，一概不予負責。信用卡持有人須就任何人士因信用卡持有人在上述信用卡確認手續完成前使用本信用卡向本銀行提出之所有要求及索償給予本銀行全面的賠償，使其不受任何損失。

2.04 本條款第2條對主卡、附屬卡、主卡持有人及附屬卡持有人均適用及同具約束力。

3. 附屬卡

3.01 如本銀行批准並發出主卡予主卡持有人，本銀行可以批准並發出附屬卡予經由主卡持有人提名為附屬卡持有人之人士。本合約之條款亦適用於此等附屬卡之發出及使用。

3.02 主卡持有人須就附屬卡持有人使用附屬卡所引致之責任及後果負責，有如其使用附屬卡。又如附屬卡持有人在信用卡賬戶終止後未有退回附屬卡，則主卡持有人須繳付所有經由附屬卡持有人進行交易而產生之賬項。

3.03 附屬卡持有人不須就主卡持有人或其他附屬卡持有人使用信用卡而引致之責任負責。

4. 信用卡及私人密碼之保密

4.01 信用卡持有人可依照第5條使用信用卡進行交易或自本銀行指定之分行及/或由銀行提供或指定的自動櫃員機提取現金。本銀行可發予信用卡持有人其私人密碼，以便其在自動櫃員機使用信用卡。但如信用卡持有人不希望使用自動櫃員機並通知本銀行，則本銀行不會發予私人密碼。本銀行在每次在自動櫃員機使用信用卡以便進行交易及/或提取現金而獲取之銀行記錄均對信用卡持有人屬總結性及具約束力。

4.02 本銀行將分別發出信用卡及私人密碼。信用卡持有人須全面遵守第2條及把信用卡安全地保管。如信用卡持有人親身領取信用卡及私人密碼，本銀行可要求信用卡持有人提供其個人身份證明文件以便核對其身份。

4.03 信用卡持有人須將其私人密碼嚴加加密以防範欺詐發生，又必須：-

- (a) 將私人密碼通知書毀滅；
- (b) 不會允許任何人使用其私人密碼及信用卡；
- (c) 不會將個人密碼及信用卡放在一起；
- (d) 不會將個人密碼寫在信用卡或常與信用卡一起擺放之物件上；
- (e) 不會不加掩飾地記錄其個人密碼；
- (f) 在任何情況下不會向任何人透露其私人密碼；及
- (g) 不會以任何一種方式書寫記錄個人密碼而使他人可以在自動櫃員機使用信用卡。

4.04 當信用卡持有人發現或懷疑其私人密碼已經洩露或遺失，需立即通知本銀行。

4.05 信用卡持有人可以隨時更改其私人密碼，但不可以採用一組不適用或很容易被知曉或估算之數字作為其私人密碼。

5. 使用範圍

5.01 本信用卡僅限於信用卡持有人使用，同時須備受於此所載之條款及條件制約。信用卡持有人必須遵循下列及其他使用條件，包括（但不限於）(a)在收到信用卡後立即在「持卡人簽名」位置上簽署；(b)時刻小心及安全地保管信用卡；(c)不會使用信用卡進行總數超越信貸額之交易；(d)不會在有效期間之前或之後、又或在本信用卡已被撤銷或信用卡賬戶已被取消之後使用信用卡；(e)不會以任何可能導致或將導致本銀行蒙受損失的方式使用信用卡；及(f)遵守本銀行之一切要求及指令。

5.02 所有由本銀行經由使用信用卡而作出之信貸或其他銀行服務產生之費用，將被記進信用卡賬戶之借項內。

5.03 如事前沒有本銀行的書面認可，信用卡持有人不可蓄意使用信用卡以至信用卡賬戶之現存結欠超越指定的許可信貸限額。

6. 信用卡服務費用

6.01 財務費用

信用卡持有人均需繳付在信用卡賬戶內由上一個月的月結單日期起截至下一個月的月結單日期前一天為止每天的現存結欠，以及上一個月的月結單日期後所有新過賬交易的每天結欠引致之財務費用。此等財務費用均依照確認函上及/或服務收費表上及/或本銀行隨信用卡一同寄奉之函件上（視乎情況而定）列明之比率或本銀行不時全權決定之利率（以日為計算基準）計算收取。

6.02 逾期費用

倘若信用卡持有人在到期繳款日當日或之前仍未支付應付之最低金額，本銀行將會向信用卡持有人徵收逾期費用，並記進信用卡賬戶的借項之內。該項費用將依照確認函上及/或服務收費表上（視乎情況而定）列明之比率計算。

6.03 過期手續費

若信用卡持有人連續兩個月或以上未能清還指定之應付之最低金額，除逾期費用外，則須額外每次再繳付依照確認函上及/或服務收費表上（視乎情況而定）列明之比率計算之過期手續費，並記進信用卡賬戶的借項之內。

6.04 現金貸款費用及財務費用

信用卡持有人須就每一次經本銀行任何分行，VISA卡/萬事達卡會員銀行、銀通、VISA PLUS、MasterCard CIRRUS之自動櫃員機提取之現金貸款向本銀行繳付手續費及利息。本銀行會將上述費用記進信用卡賬戶的借項之內。此等費用以確認函上及/或服務收費表上（視乎情況而定）列明之比率計算。對於每項現金貸款，信用卡持有人須向本銀行繳付利息，自貸款當日起計，依照確認函上及/或服務收費表上及/或本銀行隨信用卡一同寄奉之函件上（視乎情況而定）列明適用之比率每日計算直至貸款完全償還為止。本銀行會將上述費用記進信用卡賬戶的借項之內。

6.05 補發新卡費用

本銀行就每張補發的新卡依照確認函上及/或服務收費表上（視乎情況而定）列明之比率收取補發新卡費用，該項款額將會記進信用卡賬戶的借項之內。

6.06 年費或續期費

信用卡賬戶將由信用卡簽發日期起每十二個月到期時自動續期。依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算之信用卡年費或續期費(如依照本銀行在當時之政策下適用者)將於上述十二個月後的第一個營業日在信用卡賬戶扣除並記進信用卡賬戶的借項之內。

6.07 自動轉賬退回費用

如直接扣款或以自動轉賬繳款之款項未能過數,本銀行每次均會依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算收取服務費用,並記進信用卡賬戶的借項之內。

6.08 退票費用

如繳付信用卡款項之支票未能兌現,本銀行會於每張退票收取依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算之服務費用,並記進信用卡賬戶的借項之內。

6.09 索取副本費用

信用卡持有人如向本銀行索取其信用卡賬戶記錄、月結單、銷售票據、退款票據、自動轉賬授權書或其他文件副本,須就每份副本依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算繳付費用,並記進信用卡賬戶的借項之內。

6.10 退還戶口結餘費用

本銀行將就每一次以銀行本票退還予信用卡持有人信用卡賬戶內之戶口結餘收取依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算的退還戶口結餘費用及有關遞送費用。又本銀行可以在發出上述銀行本票之前先扣除有關上述費用。

6.11 繳付指定賬項費用

任何信用卡持有人要求而透過本銀行信用卡中心24小時客戶服務熱線以信用卡繳付之指定賬項,本銀行將向閣下之信用卡賬戶每次收取依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算之服務費用,並記進信用卡賬戶的借項之內。

6.12 超逾信貸限額手續費

若在任何一個月結單之週期內信用卡結欠超逾信貸限額,須支付以依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算之超逾信貸限額手續費,並記進信用卡賬戶的借項之內。

6.13 銀行櫃位繳付賬項手續費

本銀行就每項於分行櫃位辦理繳付之賬項收取依照確認函上及/或服務收費表上(視乎情況而定)列明之比率計算之銀行櫃位繳付賬項手續費,並記進於信用卡賬戶的借項之內。

6.14 服務費用

本銀行就處理與信用卡或信用卡賬戶有關的各種事務將徵收一項以其不時設定並按第15條知會信用卡持有人的該等息率計算的服務費用,該費用將由本銀行記進信用卡賬戶的借項之內。

6.15 處理被質疑之交易手續費

本銀行將就處理每一項被質疑之交易收取以確認函上及/或服務收費表上(視乎情況而定)列明之比率計算之手續費,並將其記進信用卡賬戶的借項之內。

6.16 外幣兌換附加費

本銀行將就第19條陳述之外幣折換上加收確認函上及/或服務收費表上(視乎情況而定)列明比率計算之外幣兌換附加費。

6.17 費用的更改

本銀行有全權不時更改所有費用的徵收金額或比率並會依照第15條通知信用卡持有人。

7. 付款

7.01 信用卡持有人同意以下列方法付款至信用卡賬戶:

(a) 信用卡持有人若選擇於到期繳款日當日或之前支付較現存結欠款額為低的款項(惟不可低於應付之最低金額),則本銀行將徵收財務費用。但信用卡持有人若沒有在到期繳款日或之前支付應付之最低金額,本銀行將會徵收財務費用及逾期費用,該等費用會向信用卡賬戶徵收及記進借項之內。若信用卡持有人連續在兩個月內未能在到期繳款日當日或之前支付應付之最低金額,本銀行將收取一項逾期手續費並將其記進信用卡賬戶借項之內。

(b) 付款可以下列各種方式作出:郵寄一張支付予「富邦銀行(香港)有限公司」的港元支票,又或向任何一間本銀行的分行提呈現金或港元支票,安排自動轉賬,「繳費靈」服務,又或透過「銀道」自動櫃員機,電話或其他經本銀行同意的電子交易方式(如適用)從本銀行其他戶口過戶轉賬。為免郵遞延誤或其他不可預見之情況,信用卡持有人須在到期繳款日前的五個營業日內進行上述付款。外幣支票或外幣本票,以及期票均不獲接受。倘若外幣支票或外幣本票被提呈以進行結賬,本銀行可自決將付款轉換為港幣加以處理,並向信用卡賬戶收取一項服務費用。該等付款祇會在該支票或本票獲兌現後方為有效。

7.02 月結單上「現存結欠」之計算方法如下:本銀行會先將上月月結單「現存結欠」之各款項加上由上月月結單日期下一天至今個月結單日期由本銀行不時全權決定計算之上述各款項的累積(「已計算的款項」),然後將信用卡持有人付予本銀行的付款按照下列或其它本銀行不時最終決定的次序扣減已計算的款項:-

- (i) 尚未支付的財務費用;
- (ii) 尚未支付的其它費用;
- (iii) 尚未支付的現金貸款;
- (iv) 尚未支付的零售購買款項

7.03 於計算財務費用時,信用卡持有人付予本銀行的款項將會於該款項記進信用卡賬戶當日按照下列或其它本銀行不時最終決定的辦法結算:-

- (a) 若支付金額等同或少於最新近月結單上顯示之現存結欠,則將按下列款項的比例:-
 - (i) 尚未支付的財務費用;
 - (ii) 尚未支付的其它費用;
 - (iii) 尚未支付的現金貸款;及
 - (iv) 尚未支付的零售購買款項,或
- (b) 若支付金額超越最新近月結單上顯示之現存結欠,則按交易日期的先後次序;但若於同一交易日多於一項交易,則按上述(a)(i)至(iv)所列款項的次序。

7.04 在出現下列情況時,信用卡持有人(或其法律代表)須要立刻支付現存結欠予本銀行:(a)信用卡持有人沒有支付信用卡賬戶內之到期款項;(b)倘若信用卡持有人違反任何此等條款及條件;(c)信用卡服務被本銀行或信用卡持有人取消;(d)信用卡持有人經濟困難、破產或身故;(e)本銀行為維護其利益而提出之任何原因。

8. 交易

8.01 在信用卡已附有可利用自動櫃員機功能,不論在自動櫃員機、授權終端機或其他裝置就本信用卡賬戶以外之其他在本銀行開設之戶口進行其他銀行交易之自動櫃員機功能時,使用該等自動櫃員機服務,除了將備受於此條款及條件之約束外,亦須備受本銀行管制使用富邦銀行自動櫃員卡之條款及條件制約。

8.02 本銀行有權拒絕批准或取消任何一項交易而不須負上任何責任。本銀行可在作出此等決定前要求信用卡持有人提供有關之個人資料(包括但不限於其住宅地址、聯絡電話或傳真號碼、僱主之名稱、地址及其他有關資料)以作查核及記錄。任何此等決定均對信用卡持有人具約束力及屬總結性。

8.03 本銀行將向主卡持有人提供列明信用卡持有人應在到期繳款日或之前繳付予本銀行之費用及交易詳情之月結單。

8.04 在不影響第8.02條的情況下,信用卡不可以被用作支付任何非法之賭博性或類似性質或其他之交易。

9. 未經授權交易

9.01 信用卡持有人同意審核信用卡賬戶的月結單,並在月結單發出日期起六十日內向本銀行呈報任何記錄在月結單上的未經授權交易或錯誤,並立刻以書面通知本銀行,詳列其錯誤或未經授權交易之細節,並提供任何證明文件以解釋該錯誤或交易乃在未經信用卡持有人授權下進行。若信用卡持有人未能遵循上述的六十日期限又如下列情況沒有出現,本銀行保留視該月結單為最終及不可推翻的權利:-

- (a) 該未經授權交易是由第三者(包括信用卡持有人之僱員、代理或僕人)之偽造或欺詐所造成而本銀行又未曾作出合理的謹慎措施;
- (b) 該未經授權交易是由本銀行之僱員、代理人或僕人之偽造或欺詐所造成;或
- (c) 該未經授權交易是由本銀行之僱員、代理人或僕人之過失或疏忽所造成。

9.02 倘若信用卡持有人呈報未經授權交易或錯誤,本銀行同意除了在控制範圍以外的情況下,將在收到信用卡持有人報告後九十日內完成其調查。

9.03 倘若信用卡持有人在到期繳款日前呈報未經授權交易或錯誤,信用卡持有人有權在調查期間暫停繳付爭議中的款額。本銀行同意不會在調查未經授權交易或錯誤期間就爭議中的款額徵收財務費用,更同意不會向第三者提供任何針對信用卡持有人的不利信貸報告。若信用卡持有人所呈報的未經授權交易或錯誤其後證實是沒有根據的,則本銀行保留就爭議的款額再徵收財務費用的權利,該費用將由該項交易之交易日起至調查完結為止的整段期間計算。

9.04 若調查發現未經授權交易或錯誤乃存在及屬實,則本銀行同意盡快作出有關更正及向信用卡持有人發出更正通知,並將修訂其後的月結單以將未經授權交易或錯誤從月結單上刪除。若未經授權交易或錯誤已發生,本銀行同意向信用卡持有人作出解釋及提出書面證據的副本(如有以茲證明)。

10. 責任承擔

10.01 信用卡持有人於此同意接受所有不論因任何理由而致使私人密碼被任何其他人士悉知而導致或造成的一切後果、損失及/或責任承擔的全部及全面責任,並將補償本銀行由此而招致的任何損失或損害。

10.02 本銀行將不會就任何商戶拒絕接受或接納本信用卡負責,同時就商戶所售賣或提供予信用卡持有人的貨品及/或服務的品質亦不會負上任何責任。信用卡持有人如有任何投訴,應與有關商戶直接解決;而其向商戶要求之賠償將不可與本銀行加以抵銷或向之進行反索償。退款祇會在本銀行接獲有關退款商戶已蓋印及簽署的正式發行退款票據後才會記入有關信用卡賬戶。

10.03 不論在任何情況下,本銀行概不會就其直接或間接因任何資料處理系統或傳送聯繫電腦系統(包括軟件及硬件)發生故障以致其不能履行此合約的職務,又或因為自然災害、戰爭、罷工、勞資糾紛、停工、火災、政府法令或其他本銀行、其僱員、代理人或承約人不能控制的其他類似或不同的原因以致任何延遲或不能履行於此之職務的事件負責。

10.04 信用卡持有人同意,若信用卡持有人作出任何欺詐行為或有嚴重失責,信用卡持有人將接受因此而引致使用信用卡的損失之全部責任,為排除任何疑慮,未能根據第4條之規定保障私人密碼亦將構成嚴重失責。

10.05 儘管信用卡持有人沒有簽署任何銷售票據及/或已告起超信貸限額,及/或信用卡賬戶已取消,信用卡持有人將必須就所有透過使用信用卡執行或認可的交易負責。不需信用卡持有人簽署而可加以執行或認可的交易種類包括,但不限於互聯網、電話、傳真、郵遞指示、定期付款之交易、透過自動櫃員機(不管是否本銀行之裝置)使用信用卡、在商戶的授權終端機、附有閱讀磁帶功能之電話或其他本銀行不時認可的任何裝置使用信用卡。本銀行所有交易及費用的記錄及月結單,不論在任何情況下(除明顯錯誤外)均具總結性及約束力,而信用卡持有人必須就其負責。

10.06 信用卡持有人須負責繳付所有經交易產生的債務無論在自願性或非自願性情況下被終止後產生之所有定期付款之交易金額。信用卡持有人須直接與商戶或其他經信用卡賬戶予以直接付款之人士安排取消上述定期付款之交易指令。

10.07 本銀行將對在以下情況產生的損失負責:-

- (a) 如信用卡持有人未有收到信用卡而信用卡被不知名人士盜用;
- (b) 當本銀行收到信用卡持有人有關信用卡/私人密碼被遺失或偷取或第三者已知曉私人密碼的充份通知後而發生之未經信用卡持有人授權的交易;
- (c) 在不影響第10.03條運作下,當在授權終端機或其他被使用之系統發生錯誤或故障而引致信用卡持有人直接受損(除非該等錯誤或故障甚為明顯或已經在顯示器上顯示);及
- (d) 交易是經由偽造的信用卡所產生。

10.08 本銀行在第10.07條下之責任只限於賠償該等被錯誤地記入信用卡賬戶之金額及有關此等金額之財務費用。

11. 抵銷權

11.01 本銀行可隨時(不論因任何原因及不須將該等原因通知主卡持有人)在不須要知會主卡持有人的情況下行使權利,從主卡持有人所有在本銀行任何性質的賬戶內(包括存款、支票、定期存款及任何其他信用卡賬戶)提取款項以償還主卡持有人或附屬卡持有人在該信用卡賬戶內欠下本銀行的債項。

11.02 本銀行可隨時(不論因任何原因及不須將該等原因通知附屬卡持有人)在不須要知會附屬卡持有人的情況下行使權利,從附屬卡持有人所有在本銀行任何性質的賬戶內(包括存款、支票、定期存款及其他任何信用卡賬戶)提取款項以償還該附屬卡持有人在信用卡賬戶內欠下本銀行的債項。

11.03 本銀行不可以自附屬卡持有人在在本銀行開設的戶口內提取款項以償還主卡持有人或另一位附屬卡持有人在信用卡賬戶內欠下本銀行的債項。

11.04 本銀行同意盡快在行使上列條款第11.01及11.02條所列之抵銷權後通知主卡持有人或有關附屬卡持有人(視情形而定)。

12. 擁有權

12.01 信用卡為本銀行之專有財產。信用卡持有人須在本銀行作出要求時,立即向本銀行交還有關信用卡。

13. 終止信用卡服務

13.01 本銀行有權隨時在事先給予信用卡持有人合理通知的情況下,取消信用卡及終止信用卡賬戶。本銀行毋須就此等終止及取消信用卡所引致的任何後果負責。

13.02 信用卡持有人同意在本銀行作出要求時,立即無條件及無保留地交還信用卡予本銀行。信用卡持有人可隨時透過書面通知終止信用卡賬戶及交回其信用卡賬戶名下之所有信用卡。

13.03 倘若不論任何理由,信用卡持有人沒有遵守於此所載之條款及條件或觸犯任何適用法例或法規,本銀行保留任何權利隨時在沒有事前通知及不論有否任何原因的情況下,撤銷信用卡及/或連同信用卡於任何時間提供的任何服務或計劃,及/或信用卡持有人使用信用卡。本銀行隨之可展開法律行動

以追討有關信用卡賬戶之費用及所有尚未清還的款額。若本銀行未能、或又或延遲行使任何權利或法律補救方法將不會當作棄權論。

13.04 本銀行可隨時在收到主卡持有人或附屬卡持有人的書面要求，連同其附上要取消的附屬卡後，取消任何有關附屬卡。為排除任何疑慮，以上述方法取消附屬卡將不會有所抵觸於取消該附屬卡前已負上的責任承擔。

13.05 本銀行將會在收到信用卡持有人的要求起七個營業日內退還信用卡賬戶內之餘款予信用卡持有人。

14. 遺失信用卡

14.01 倘若信用卡被遺失或被竊，信用卡持有人必須立即通知本銀行信用卡中心及當地警署，並索取一份遺失報告。信用卡持有人其後亦必須向本銀行加以書面確認該宗遺失或盜竊事件並遞交上述遺失報告。

14.02 信用卡持有人需要就本銀行獲知有關信用卡已遺失或被盜竊前由任何第三者使用該信用卡所執行的各宗交易(包括未經授權交易)向本銀行負責。如果信用卡持有人沒有不誠實或嚴重不小心的行為或沒有忘記上述規例通知本銀行，其責任則不超過港幣伍佰元正(惟此限制只適用於信用卡消費，並不包括現金透支)。其後，信用卡持有人將毋須就任何進一步的交易負責；惟其必須被本銀行視為行為誠實以及已合理及小心謹慎地保管信用卡及私人密碼，並且向本銀行/當地警署報知信用卡的失竊。

14.03 如一經證實信用卡持有人在上述事件中有欺詐性、嚴重不小心之行為或未有如上述規定盡快通知本銀行有關之遺失或盜竊，未有依照第4.03及14條履行責任，而此等過失是直接或間接引致有關損失，則信用卡持有人須就所有損失負上全部的責任。

15. 修訂條款及條件

15.01 本銀行保留隨時修訂上述條款及費用的權利。如任何修訂是涉及費用或信用卡持有人的責任時，該等修訂將在本銀行採用其認為適當而合理的方式向信用卡持有人發出通知起三十日後便告生效。但如該等修訂是涉及費用或信用卡持有人的責任而又不是在本銀行的合理控制範圍之內，則本銀行可以發出少於三十日之通知。

15.02 信用卡持有人在收到該等通知後，有權在根據於此所載的規定拒絕接納修訂並取消信用卡及信用卡賬戶，但其在取消信用卡及信用卡賬戶前已產生的任何責任則不受影響。在此情況下，又如未用完之年費是超過港幣五十元正(或本銀行不時指定之金額)，本銀行會在收到信用卡持有人書面要求後退回上述未用完之年費。

16. 個人資料及客戶信貸資料

16.01 信用卡持有人同意受本銀行不時發出的《致各客戶及其他個別人士關於個人資料(私隱)條例(「私隱條例」)及個人信貸資料的通知》的約束。

16.02 信用卡持有人知悉，本銀行在審核信用卡持有人的申請時，本行已從下述信貸資料機構獲得有關信用卡持有人的信貸報告。若信用卡持有人希望獲取該信貸報告以便查閱或更改其中之個人資料，信用卡持有人可直接聯絡下列信貸資料機構：

環聯資訊有限公司
香港九龍尖沙咀
廣東道9號
港威大廈第6座1006室
電話：2577 1816

16.03 信用卡持有人進一步知悉，本銀行會定期覆檢信用卡持有人信用卡賬戶，信貸額可能因而獲得增加或減少，甚至信用卡持有人的信用卡賬戶可能被終止。信用卡持有人知悉，本銀行有權開啟及使用於第16.02條中所述的信貸資料庫編制的信貸報告，以便本銀行於信用卡有效期內進行覆檢。

17. 結欠轉賬

17.01 信用卡持有人可於申請時或不時向本銀行申請，將其於其它認可財務機構或本銀行可接受之信用卡或個人借貸結欠額轉賬至信用卡賬戶。為避免疑問，只有主卡持有人才可根據第17條申請結欠轉賬。

17.02 本銀行擁有酌情權批核或拒絕接納任何申請而毋須給予任何理由。

17.03 結欠轉賬之總金額不可高於信用卡賬戶可用信貸額之90%。本銀行可全權決定轉賬金額而毋須提供任何理由，而轉賬之金額有可能低於申請之金額。

17.04 本行將通知信用卡持有人其申請接納與否。未獲正式通知前，客戶須繼續向其他財務機構繳付轉賬款項之利息或財務收費。無論在任何情況下，本行均不會對客戶就其他財務機構因客戶申請結欠轉賬而須收取之利息或收費負責。

17.05 一經批核，相等於結欠轉賬金額之信貸額將會從信用卡賬戶扣減，本銀行並將為信用卡持有人開立一個別賬戶。雖然該賬戶的結欠額將個別顯示於該賬戶之月結單，但根據本合約均會被視為信用卡賬戶的現存結欠。受制於第17.09條，所有費用及本合約內的其它條款及細則(如有關及一致的)將同樣適用於該等現存結欠部份。此個別賬戶之信貸額為結欠轉賬之總金額加上一個由本行不時全權決定之固定金額。該個別賬戶之信貸額將會每月遞減一次，而信用卡賬戶之信貸額則會每月相應增加一次，每月信貸額之增加金額為該個別賬戶之信貸額減去上述之固定金額及該個別賬戶之現存結欠，並會調低至百元單位計算。該個別戶口內信貸額之固定金額並不會轉移往信用卡賬戶及被信用卡持有人所使用。本銀行擁有酌情權行使上述信貸額之轉移及決定信貸額之轉移金額而毋須提供任何理由。

17.06 信用卡持有人需向本銀行就第17.05條開立之個別賬戶所有尚未支付之結欠支付由本行付款日起按本行確認函利率計算之結欠轉賬財務費用，直至結欠款項全數付清為止，此利息將以每日計算及增加。信用卡持有人並需繳付依照確認函上列明之比率計算之所有第6條適用之費用，並記進就第17.05條開立之個別賬戶借項之內。

17.07 信用卡持有人須根據本合約第7條付款至根據第17.05條所開立之個別賬戶。

17.08 所有用以繳付根據第17.05條開立之個別賬戶之款項均不能重借，除非獲得本銀行之批核。

17.09 任何積分獎賞計劃不適用於根據第17.05條開立之個別賬戶及結欠轉賬金額。若信用卡持有人或本銀行終止連接根據第17.05條開立之個別賬戶之信用卡賬戶，該個別賬戶亦會被視為一併即時終止。

18. 私人助理服務

18.01 白金卡及Titanium卡持有人由根據第2.03條接納此條款及條件起將有權使用私人助理服務。

18.02 本銀行及/或Visa International Service Association及/或MasterCard International可以隨時在不需要知會白金卡或Titanium卡持有人的情況下增加、減少及修改一切或部份私人助理服務。

18.03 本銀行及/或Visa International Service Association及/或MasterCard International可以預先於合理時間內以書面知會白金卡或Titanium卡持有人(視乎情況而定)終止一切或部份私人助理服務。

18.04 本銀行對於白金卡或Titanium卡持有人因為或有關使用或終止任何私人助理服務或因Visa International Service Association或MasterCard International所指定之代理未能提供私人助理服務而導致或蒙受之任何性質的損失、索償責任、賠償及支出等一概不予負責。

19. 匯率折換

19.01 倘若交易涉及港元以外的其他貨幣，本銀行會在將其記賬前先把此等外幣金額折換為港元，而折換率為Visa International Service Association或MasterCard International Inc.刊載之匯率或中華人民共和國國家外匯局(只適用於人民幣)在折換當日刊載之匯率。本行將會在Visa International Service Association或MasterCard International Inc.(視乎情況而定)公佈之匯率上徵收附加費用百分比去計

算扣除信用卡賬戶的數額。本行將不時決定此附加費用百分比的比率。

20. 其他事項

20.01 本銀行有權聘請收賬代理、律師行及/或任何其他機構為其收取有關信用卡賬戶到期但尚未支付的任何費用及所有尚未清還的款額。本銀行於此獲得信用卡持有人予以不可撤回的授權讓其向該等收賬代理、律師行及機構公開就有關信用卡持有人、信用卡及信用卡賬戶所持之任何及所有資料。信用卡持有人將向本銀行賠償其就聘請該等收賬代理、律師行及/或機構而在合理情況下引致及需繳付的所有合理費用及開支。

20.02 倘若本銀行採取追收行動或提出訴訟以求索回信用卡持有人按於此條款及條件應予支付的任何款額及/或由信用卡持有人違反或不遵循於此任何條款或條件所應予支付之賠償或應予實行的其他法律補救方法而要支付任何法律費用或其他開支，信用卡持有人必須向本銀行全數付還所有該等合理的費用(包括法律費用)以及其他與之有關的合理開支，並且不可作任何扣除。如本銀行在法院提出訴訟，上述由信用卡持有人應付之費用可以經由法院釐定(如有需要的話)或本銀行及信用卡持有人之間同意。

20.03 本銀行會在收到信用卡持有人的書面要求後向後者提供在本條款第20.01及20.02條所提及之所有費用及開支之詳細資料。

20.04 信用卡持有人可以選擇加入由本銀行向客戶提供獎賞之任何市場或推廣計劃。信用卡持有人如若加入該項計劃，便將備受本銀行就該獎賞計劃發出之條款及條件約束。所有累積之獎賞及/或利益均會在信用卡被終止或取消後即時失效。

20.05 信用卡持有人的職業、公司地址、住址、電話、傳真或其他通訊細則及居住國家如有任何變更，必須即時向本銀行作出書面通知。倘若信用卡持有人將會或可能離開香港三十天以上，信用卡持有人便需要在離開香港前向本銀行提供或作出(本銀行認為滿意的)清楚及明確的書面指示或安排關於清付所有其信用卡賬戶到期應支付予本銀行的款額。

20.06 本銀行可以隨時為信用卡持有人安排及提供使用信用卡有關之優惠。信用卡持有人應當清楚明瞭本銀行是毋須負責一切由有關優惠所引致的任何損失及損壞。本銀行保留隨時增加、修改或終止任何優惠而毋須預先通知信用卡持有人的權利。

20.07 在不影響第10.02條下，如信用卡持有人對任何商戶就使用信用卡購買的商品及/或服務有任何投訴，均可致電本銀行之信用卡中心求助。

20.08 信用卡持有人同意並接納本銀行有權錄音以記錄信用卡持有人與本銀行任何職員之間的電話談話，而此等錄音記錄可以在任何牽涉本合約及信用卡之糾紛中作為屬決定性之證據。

21. 法律及語言

21.01 如信用卡為聯營卡，持卡人知悉其信用卡(無論是主卡或附屬卡)均根據聯營組織與本銀行同意之聯營組織信用卡合作合約(總合約)而發出；倘總合約他日有所修訂、或又或終止，本合約將隨即修訂或終止。

21.02 本合約將備受香港特別行政區法律管轄及按其加以詮釋。本銀行及信用卡持有人均同意香港特別行政區的法院對其有司法管轄權。

21.03 此等條款及條件之中文版本祇提供作參考用途。在中、英文版本間出現任何爭議的情況下，概以英文版本為準。

重要通知

倘若閣下的VISA/萬事達卡/白金卡/Titanium卡遺失或被盜竊，請即致電24小時報失信用卡熱線2512-1131通知本銀行。又如若閣下身處香港以外的地方，請以由本銀行付款的長途電話致電(852) 2512-1131，又或發送圖文傳真致(852) 2508-9675，發送電訊到60996 FUBON HX又或與當地的任何VISA/萬事達卡成員銀行聯絡。信用卡持有人或需要在報失時提供令人滿意的證據以證明其身份。又信用卡持有人需在致電報失後48小時內向本銀行發出書面通知證實上述信用卡之遺失或被盜竊。