

更改自動櫃員機卡功能 CHANGE OF ATM FUNCTION

基本戶口號碼 Primary Account No. _____ 卡編號 Issue No.: _____

自動櫃員機卡 / 信用卡號碼 ATM / Credit Card No. _____

更改附屬戶口號碼 Amend Subsidiary Account Number

增設Add

刪除Delete

第一附屬戶口號碼 Secondary Account No 1: _____

第二附屬戶口號碼 Secondary Account No 2: _____

更改螢幕顯示語言至 Change the language on Screen to

中文 Chinese

英文 English

更改「香港賽馬會」現金券之使用功能 Amend the function of purchasing HK Jockey Club Cash Coupons

增設Add

刪除Delete

基本戶口號碼 Primary Account No : _____

第一附屬戶口號碼 Secondary Account No 1: _____

第二附屬戶口號碼 Secondary Account No 2: _____

申請重發私人密碼 REQUEST FOR REGENERATION OF PIN

重發私人密碼。 Regenerate Personal Identification Number (PIN)

簽署 YOUR SIGNATURE(S)

聲明 Declaration

本人 / 吾等現向富邦 銀行申請發給 / 更改本人 / 吾等富邦銀行自動櫃員機卡。

本人 / 吾等茲證實上述資料正確無訛，並已閱讀及同意遵守申請表上所載之自動櫃員機卡協議。

本人 / 吾等現申請富邦銀行「自動櫃員機卡服務」及知悉載於《統一賬戶及服務條款》第 III 部份 H 項的「自動櫃員機卡服務之特殊條款」(可於網頁 www.fubonbank.com.hk 下載) 和其後不時修訂之條款，並同意受其約束。

I/We hereby authorize and request Fubon Bank (Hong Kong) Limited to issue to me/us the ATM Card(s) / amend the ATM facilities as stated above.

I/We confirm that all information given above is true, correct and complete and that I/we have read and accepted the ATM Card Agreement and hereby agree to bound thereby.

I/We wish to apply for ATM Card Service and hereby acknowledge and agree that the ATM Card Service is subject to the Specific Terms for the ATM Card Service set out in section IIIH of the Global Terms and Conditions for Accounts and Services (available at www.fubonbank.com.hk) and such amendments thereto as Fubon Bank shall from time to time impose.

SV

簽署 (戶口持有人須簽署) Signature (Applicant)

日期 Date

SV

簽署 (聯名戶口持有人須簽署) Signature (Joint Account Applicant)

日期 Date

請用留存本行之印鑑簽署。 Please use signature(s) filed with the Bank.

請必須填寫表格上所有的資料欄目。 All of the information required in the Form is mandatory.

銀行專用 FOR BANK USE ONLY

Receiving Branch Code:

Instant ATM card

Card serial no.:

PIN serial no.:

(1) _____

(1) _____

(2) _____

(2) _____

Approved by Authorized Signature

Signature of Authorized Signer
Verified by (For AMU only)

Input by

Checked by

自動櫃員機卡協議

透過成功申請，本行將向客戶發出一張ATM卡，其使用將受下列條款及細則所規範。

第一部分 定義及解釋

1. 定義及解釋

1.01 除非本文另有要求外，在本協議內-

「ATM自動櫃員機」指自動櫃員機；

「屬於本行的自動櫃員機(ATM)」指任何本行設於總行、分行及其不時決定及通知的其他地方由本行運作的自動櫃員機；

「自動櫃員機(ATM)卡」指由本行向客戶發出的電子密碼卡，此卡能方便客戶透過ATM或其他本行不時指定的電子儀器或終端機進行有關客戶於本行開立的銀行賬戶的交易；

「本行」指富邦銀行(香港)有限公司；

「客戶」指本行已向其發出了一張ATM卡的個人客戶(惟並不包括公司客戶)；

「銀通」指銀聯通寶有限公司，成立於香港的一間公司，旨在提供、運作及維持一個中央資料處理系統，以便協助會員銀行完成有關其已裝置的自動櫃員機ATM所提供的服務，令客戶可順利使用銀通自動櫃員機ATM就有關其銀行賬戶即時進行交易；

「銀通自動櫃員機ATM」指銀通網絡內任何一台自動櫃員機ATM；

「銀通網絡」指由銀通及其他參與的會員銀行為提供有關自動櫃員機ATM服務而設立及運作的網絡，並以「JETCO」作為展示標記；

「服務收費表」指本行不時適用的服務收費表(客戶已向獲提供一份)，並會構成本協議的一部份本行，而本行可(按其旨意)將其不時進行修改；

「私隱條例」指個人資料(私隱)條例，香港特別行政區法例第八十一章；

「密碼」指本行向特定客戶發放的個人身份密碼，以便其可透過任何銀通ATM、銷售點終端機或其他本行不時指定之電子渠道使用ATM卡；

「PLUS自動櫃員機ATM」指一項由VISA USA Inc.租賃而作支援ATM卡使用ATM的一項國際電子設施，其以「PLUS」作為展示標記；

「銷售點終端機」指設於任何零售商店或本行不時指定地方的銷售點終端機，透過其可以電子方式進行提款、付款或轉賬；

「交易」指透過使用ATM卡完成的一項電子銀行交易，包括但不限於提款、轉賬、進入、存款、即時扣數、銷售點終端機交易或本行不時宣佈有關客戶於本行設立的銀行賬戶進行的其它交易，惟必須受制於服務收費表內所列的一切每日限額及其它限制條款所約束；

1.02 標題旨在方便參考，不應用作解釋本協議內容。詞句中帶有單數者，則應包括眾數、反之亦然。詞句帶有任何一性別者，則應包括所有性別。

1.03 於本協議內、「款」一詞凡指本協議內的條款。

第二部分 ATM卡

2. 接納及使用

2.01 本行會向客戶發出ATM卡。當收到ATM卡後，客戶應(若被要求)立即按本行提供的指示在卡上簽署及/或確認收妥。客戶於ATM卡或確認回條上之簽署或其使用將被視為其已簽收及接納該ATM卡，以及其已同意遵守和受不時有效的本協議所約束。

2.02 客戶將可於任何(a)屬於本行的ATM；(b)銀通ATM；(c) PLUS ATM；及(d)其他電子儀器或終端機，包括但不限於銷售點終端機。或本行不時宣佈的其他儀器、使用ATM卡完成交易。

2.03 ATM卡只可由客戶本人使用，不得轉借他人。

2.04 客戶需保償本行因任何人士未按第 2.01 款確認接納使用 ATM 卡而導致其蒙受的一切直接或間接的損失、或其有關之一切索償進行承擔責任。

3. 授權扣數

客戶不能撤銷地授權本行(在無需向其作出預先通知的情況下)從其於本行的任何賬戶內扣除任何(不論是否已為其預先獲悉或獲得其授權)於自動櫃員機及銷售點終端機使用該卡作出的提款、轉賬及/或交易的款額，並承認該扣數交易。

4. 足夠資金

客戶向本行承諾於需要透過使用ATM卡完成交易時，其賬戶內必定持有足夠資金。假使客戶當時沒有足夠資金，本行亦可選擇如常替其先完成交易，惟客戶承諾當本行向其追討該等透支超越轉賬數目的金額連同利息，其將會立即清償，而息率則由本行按其絕對之酌情權不時進行釐定。

5. 接受存款

5.01 客戶可透過屬於本行的 ATM 使用 ATM 卡存入港幣現金及/或支票，惟一切需按下列辦法程序處理：

(i) 現金存入須經本行點核無誤後(是項點核工作並不限定在存款當日進行)，才視作已收妥，並將款額存入客戶賬戶內。於未入賬前，客戶不得提取或使用該款項或其任何部份，亦不享有任何利息。

(ii) 本行是以暫收方式接納支票的存入。票款須待交收後，始會存入客戶賬戶，以作任何交易使用，並開始生息。

(iii) ATM 所發出之電子存款接納通知書，僅表示客戶曾使用 ATM 卡及 ATM 或其他儀器存入該筆款項。無論在任何情況下，該通知書就其準確性對本行並不具約束力，亦不代表該項存款交易經已完成。

(iv) 客戶同意隨時及不時立即按要求保償本行因客戶使用 ATM 卡及透過 ATM 存入款項或進行任何交易或有關本協議所引起或付出之一切爭拗、訴訟、損失、索償、所有合理費用及支出(包括法律費用)或其他責任。

(v) ATM 不接受使用 ATM 卡存入港幣硬幣。

5.02 客戶可透過 ATM 申請支票簿，此申請方式跟客戶親身向本行提出申請及填寫一般支票簿申請書具同樣法律效力。

6 外幣

若任何以港幣以外的其他外國貨幣完成的交易時，本行將會首先把有關外幣兌換為港幣的等值款額，才於客戶的賬戶內扣除。兌換匯率將按 VISA International Inc. State Administration of Exchange Control (只適用於人民幣)或任何其他國際認可機構(本行享有絕對權利選用其中任何一間此等機構)於兌換當日所公佈之匯率作參考，並以本行(按其獨有的酌情權)最終決定為準。

7 保安

7.01 本行將分別向客戶發出 ATM 卡及密碼。客戶須全面遵守第 2 款內容，並將於往後日子保持該卡安全保密。如客戶親身拿取該卡及密碼，本行可能會要求客戶提供其個人身份證明文件以作核對之用。

7.02 客戶必須確保密碼安全保密，防止欺詐，並必須：—

- (a) 銷毀密碼函件；
- (b) 不讓任何其他人士使用自動櫃員機卡及密碼；
- (c) 不應將密碼及自動櫃員機卡同放在一起；
- (d) 不應將密碼寫在自動櫃員機卡或任何其經常擺放在其身或附近的物件上；
- (e) 不應在沒有掩飾的情況下書寫或記錄密碼；
- (f) 不應在任何情況下向任何其他人士透露密碼；及
- (g) 不應將密碼以一種可能令他人可於自動櫃員機使用自動櫃員機卡的方式記錄存放。

7.03 如客戶發現其密碼被竊或知道或懷疑其密碼已被他人知道，則必須立即通知本行。

7.04 客戶可隨時更改密碼，惟其必須儘量避免揀選一組不合適、容易被他人知悉、取得或估計的號碼。

7.05 無論在任何情形下，客戶須對所有任何人(不論是否獲得客戶授權或知悉)使用自 ATM 卡完成的交易，負上全部責任。

8 具約束力交易

客戶須承認本行及其他銀通網絡之會員銀行有關自動櫃員機卡之使用記錄為正確無誤，該等記錄乃屬終決並對具約束性，客戶亦不得就此提出任何反對。

9 費用

9.01 本行將有權向客戶徵收：

- (a) 使用 ATM 卡的年費；
- (b) 從任何 PLUS ATM 提取現金的每宗交易服務費；
- (c) 更換已發出的 ATM 卡之費用，及；
- (d) 其他本行不時(按其旨意)釐定之費用。

9.02 上述費用均會從客戶的賬戶中扣除。無論在任何情況下(包括客戶或本行提早取消 ATM 卡)。該等費用及收費不會獲發還。

9.03 上述第 9.01 款所指的費用亦即服務收費表所列的一切費用。

10 責任

10.01 客戶如為聯名賬戶時，其必須共同及個別地為透過 ATM 所有使用 ATM 卡所完成之交易負責。本協議所列之全部條款均對每一名客戶具約束力。

10.02 客戶同意對所有由於密碼被他人(不論甚麼原因)知道而導致的後果、損失及/或責任全部及獨力負責。並須向本行因此而產生的一切損失及責任作出全面保償。

10.03 本行可要求客戶須就任何未向本行報告 ATM 卡已被遺失或盜用或有他人知道密碼前因 ATM 卡被使用而產生的未獲授權交易，負上全部責任。

10.04 不論任何情況下，本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，又或因為自然災害、戰爭、罷工、勞資糾紛、停工、火災、政府法令或其它本行、其職員、代理人或承約人不能控制的其它類似或不同原因導致的任何延遲或令其不能履行本協議的職務負上責任。

11 遺失、盜竊、拒絕接受等

11.01 如 ATM 卡遺失或被盜竊，客戶必須立即通知本行，並盡快以書面報告該遺失或盜竊，惟客戶仍須對任何人使用該卡之一切交易全部負責。

11.02 本行或其他銀通網絡會員銀行毋須因任何緣故 ATM 卡被拒絕接受或 ATM 及/或銷售點終端機操個失靈等負責。

第三部分 一般條款

AM001 12/2020

12 個人資料

- 12.01 根據私隱條例，客戶在確認接納 ATM 卡時即等如已同意本行可就有關或由於使用 ATM 卡收集其個人資料（如私隱條例所定 x）以及已同意本行可不時根據本行有關個人資料使用及披露的政策，向有關人士（不論是否身處香港）為有關目的而使用或披露該等個人資料。而該等政策已詳列於本行可不時給予客戶之聲明、通告、條款及細則或通知。該等個人資料可被
- (i) 用作有關直銷及／或配對過程（如私隱條例所述）
 - (ii) 向任何與客戶或銀行現在有或將來有業務往來的金融機構、或銀行或信用評級機構披露，作為銀行參考用途。以便其對客戶作出信用審查或編寫信用報告（視乎情況而定）
 - (iii) 向信用評級機構及（如客戶有關 ATM 卡問題上違反本協議時聘請的）收賬代理披露
- 12.02 根據私隱條例及按其發出之消費者信貸資料實務守則，客戶有權
- (i) 查核本行是否持有其個人資料及審閱該等個人資料
 - (ii) 要求本行更正任何有關客戶不正確的個人資料
 - (iii) 確定本行有關個人資料的政策及慣例，以及通知其本行持有的個人資料類別。及
 - (iv) 要求通知有關經常向信用評級機構披露消費信用的個人資料類別。以及向其提供任何其他資料以便其向該等信用評級機構、或收賬代理、律師行或其他顧問作出查閱及更正要求。

13 終止

- 13.01 本行保留權力在事先給予客戶合理的通知的情況下，隨時行使其絕對酌情權（透過收回萬匯理財卡或有關服務或在無需給予理由情況下拒絕更新萬匯理財卡）終止本協議。若客戶違反本協議內任何條款或觸犯任何法例或法規。本行亦保留權利在無需書面通知客戶的情況下立即終止本協議。本協議終止後，客戶應當立刻按本行要求歸還萬匯理財卡，不論本行是否已事先給予客戶有關通知或原因
- 13.02 客戶可隨時將 ATM 卡交回本行，終止本協議。
- 13.03 儘管本第 13 款內容如何陳述，本協議的終止將不影響或減除各方對另一方於該終止前應有的權利及責任。

14 修改

- 14.01 本行保留隨時修改本協議內的條款及服務收費表的權利。任何該等修改在本行已採用其認為適當而合理的方式向客戶發出通知起的三十日後便告生效。惟如該等修改涉及費用或客戶之責任不在本行的合理控制範圍之內，本行可以發出少於三十日之通知。
- 14.02 客戶在收到該等通知後、有權在根據於本協議所載的規定拒絕接納修改並取消 ATM 卡，但其在取消該卡之前已產生的任何責任則不會受影響。在此情況下，本行將按比例退回予客戶任何超過港幣五十元（或其它本行不時訂定的金額）的未用完年費。

15 雜項

- 15.01 ATM 卡之所有權屬於本行，本行在無需事先通知或給予客戶理由的情況下，不時行使其絕對酌情權取消 ATM 卡。本行無需對客戶任何因此而蒙受之損失負責。
- 15.02 本行對任何商號、店舖的行動或過失，包括但不限於拒絕接受使用 ATM 卡，該等商號、店舖的任何聲明或書信函件或所出售的貨品、提供的服務有任何殘缺不全或損毀或紛爭，均不負責任。客戶需與該等商號、店舖直接解決索償或紛爭而絕不能藉該等索償或紛爭而取消或更改已達成的支付或轉賬或提出異議
- 15.03 若本行未用或延遲行使任何權利，並不等如本行已放該等權利
- 15.04 本行可在無論由基於任何原因（亦毋須向客戶透露任何該等原因）及無需事先通知客戶的情況下，隨時行使權利抵銷或轉賬其客戶任何本行設立之任何類別賬戶的結餘（包括信用結、往來、儲蓄存款賬戶），以清償其根據本條款及細則拖欠本行的金額。

16 法律及語立

- 16.01 本協議將受香港特別行政區法律所管轄及解釋，雙方同意香港特別行政區法院擁有專有司法管轄權。
- 16.02 本協議之中文譯本只份作參考。如本協議之中英文本有歧異，一切以英文本為準。

重要通知

倘若閣下的 ATM 卡遺失或被盜竊，請即致電二十四小時報失中心熱線 2512-1131 通知本行。如閣下身處香港以外地方，請以由本行付款的長途電話致電（852）2512-1131，或發送圖文傳直至（852）2508-9675，發送電訊到 60996 IBAVC HX。客戶或需要在報失時提供令人滿意之證據，以證明其身份。另外，客戶亦需要在致電報失後四十八小時內向本行發出書面通知，證實該項遺失或被盜竊。

AUTOMATED TELLER MACHINE CARD AGREEMENT

The ATM Card is issued by the Bank to you as a Customer, the use of which is governed by the following terms and conditions:-

PART I DEFINITIONS AND INTERPRETATION

1. Definitions and interpretation

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

"ATM" means an automated teller machine;

"ATM belonging to the Bank" means an ATM operated by the Bank and situated at the offices of the Bank's headquarters, its branches and such other off-site premises as the Bank may designate and notify from time to time;

"ATM Card" means an electronic coded card issued by the Bank to a Customer to gain access to an ATM or similar electric devices or terminals as the Bank may designate from time to time for performance of a Transaction against the bank account(s) of the Customer maintained with the Bank;

"Bank" means Fubon Bank (Hong Kong) Limited

"Customer" means an individual Customer (and for the avoidance of doubt, shall exclude a corporate entity) of the Bank who has been issued with an ATM Card

"JETCO" means Joint Electronic Teller Services Limited, a company incorporated in Hong Kong for the purposes of providing, operating and maintaining a central data processing system to service the requirements of participating member banks in relation to ATM installed to the intent that Customers can access a JETCO ATM on-line in real time in respect of their bank accounts;

"JETCO ATM" means an ATM in the JETCO Network;

"JETCO Network" means the electronic infrastructure network set up and operated by JETCO and all participating member banks for the provision of ATM Service and is designated as such with the display of the "JETCO" symbol;

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

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap 81, Laws of the Hong Kong Special Administrative Region

"PIN" means a personal identification number given by the Bank to a designated Customer to enable him to use the ATM Card to gain access to any JETCO ATM, POST or any other electronic channel as may be designated by the Bank from time to time.

"PLUS ATM" means the international electronic infrastructure sublicensed by VISA USA Inc. that supports ATM access for ATM Cards and is designated as such with the display of the "PLUS" symbol.

"POST" means the point of sale terminals located at any retail merchant outlet or as otherwise from time to time announced by the Bank, where by devices, terminals or otherwise are used for effecting withdrawal, payment or transfer of funds by electronic means.

"Transactions" means an electronic banking transaction performed by the use of an ATM Card including, without limitation, withdrawals, transfers, access, deposit, online debit of funds, a POST transaction or otherwise any other banking transactions from time to time as announced by the Bank in respect of the bank account(s) of a Customer maintained with the Bank and subject to any restrictions, or limits, daily or otherwise as set out in the List of Service Charges.

1.02 Headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement. Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.03 Reference to "Clause" shall be to a numbered clause in this Agreement.

PART II ATM CARD

2. Issue, acceptance and use

2.01 The Bank shall issue the ATM Card and the Customer upon receipt, shall if requested, immediately sign on it and/or the acknowledgement receipt pursuant to the instructions provided by the Bank. The Customer's signature on the ATM Card, on the acknowledgement receipt, or his use thereof shall deemed to be his acceptance of the ATM Card and to constitute his agreement to comply with and be bound by these terms and conditions of this Agreement in force from time to time.

2.02 The ATM Card can be used at any (a) ATM belonging to the Bank; (b) JETCO ATM; (c) PLUS ATM; and (d) other electronic devices or terminals including, without limitation, POST or otherwise from time to time announced by the Bank for performing a Transaction.

2.03 The ATM Card shall only and exclusively be used by the Customer and is not transferable to any third party.

2.04 The Customer shall indemnify and hold the Bank harmless against all loss, claims, demands or liabilities whatsoever arising directly or indirectly from any person as a result of the use of the ATM Card prior to acceptance in accordance with the requirements set out in Clause 2.01

3. Debit Authority

The Customer hereby irrevocably authorises the Bank to debit (without any prior notice to the Customer) any of his Account(s) maintained with the Bank the amount of any Transaction involving the use of the ATM Card at an ATM and/or the POST or otherwise and/or ratifies such debit transaction, whether or not the same is made with his advance knowledge or authority.

4. Sufficient Funds

The Customer undertakes to the Bank that there are sufficient funds in his account(s) maintained with the Bank at the time when a Transaction is to be performed by use of an ATM Card if any such Transaction is accepted by the Bank (which shall be at the Bank's sole option) notwithstanding the insufficiency of funds in the account(s) of the Customer, the Customer undertakes to repay to the Bank immediately on demand such amount so overdrawn or over-transferred or otherwise together with the accrued interest thereon at such rate as the Bank may determine at its sole discretion from time to time

5. Receipt of deposits

5.01 The Customer may deposit cash and/or cheques in Hong Kong currency into his Account(s) maintained with the Bank by the use of the ATM Card at an ATM belonging to the Bank provided always that -

- Cash deposits shall be treated as having been received by the Bank and will be credited to the Customer's designated account only after due verification of the same by the Bank (such verification may not take place on the same day). The Customer cannot withdraw or utilize the cash deposit or any part thereof nor earn any interest thereon until the said cash deposit amount is credited to that designated account as aforesaid;
- Cheque deposits are accepted for collection purposes only, and the proceeds thereof will not be credited to the account of the Customer or otherwise be available for any Transaction, nor will any interest accrue thereon, until the cheque has been duly honoured cleared;
- An electronic customer advice issued by the ATM in respect of the acceptance of a deposit under Clauses 5.01(a) and (b) represents the mere fact that the Customer has purportedly made such deposit with the Bank by the use of the ATM Card and the ATM or otherwise. It shall in no way and under no circumstance bind the Bank as to its correctness, nor deem the deposit transaction to have concluded and effected;
- The Customer hereby further agrees at all times and from time to time to indemnify the Bank and keep it fully indemnified immediately upon demand from and against any loss, damages, suits, actions, claims, demands and for all reasonable costs, expenses (including legal costs) and disbursements reasonably incurred or other liabilities whatsoever which the Bank may suffer or incur as a result of, arising from or relating to the making of the deposit or the carrying out of any Transaction by the Customer using the ATM Card and the ATM or otherwise in connection with this Agreement
- No deposits in coins by use of the ATM Card at the ATM shall be accepted.

5.02 The Customer may apply for a cheque book for his current account by use of the ATM Card and such application shall have, or deemed to have, the same effect as if the Customer has submitted to the Bank's cheque Application Form duly completed and signed.

6. Foreign currency

Any Transaction involving a currency other than Hong Kong Dollars will be debited to the Customer's account(s) maintained with Bank after the process of conversion from, then the foreign currency into Hong Kong Dollars using such foreign currency exchange rate which is published by VISA International Service Association, the State Administration of Exchange Control (for Renminbi currency only) or any other Internationally recognised institution dealing in foreign currency or Renminbi currency (the Bank shall have an absolute discretion to select which one) and conclusively determined by the Bank at its sole discretion on the day of Conversion.

7. Security

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

7.02 The Customer 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 the ATM Card and PIN;
- should not keep the PIN and ATM Card together;
- should never write down the PIN on the ATM 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 ATM Card at ATMs.

7.03 The Customer 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.

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

7.05 The Customer shall under all circumstances be fully responsible for all Transactions effected by the use of the ATM Card by any person whomsoever whether or not authorised by the Customer or with his knowledge.

8. Binding Nature of Transactions

The records of the Bank and/or any other participating member banks in the JETCO Network in relation to any Transactions effected by the use of the ATM Card and any ATM or otherwise shall in all respects and for all purposes be final and conclusively binding on the Customer who shall raise no objection thereto.

9. Charges

9.01 The Bank shall be entitled to charge the Customer;

- an annual fee or the use of the ATM Card;
- a service charges for any cash withdrawals from any PLUS ATM;
- a replacement fee for a replacement ATM Card is issued; and
- such other charge which the Bank may at its absolute discretion impose from time to time.

9.02 The charges will be debited to the accounts of the Customer maintained with the Bank and such charges shall not be refundable to the Customer under any circumstances including the early termination of the ATM Card by either the Customer or by the Bank.

9.03 The charges for the purposes of Clauses 9.01 shall be those set out in the List of Service Charges.

10. Liability

10.01 If the Customer consists of more than one person, each and every one of the Customers shall jointly and severally be responsible for all Transactions involving the use of the ATM Card and the ATM, and the terms and conditions of this Agreement shall then be, mutatis mutandis, binding on each and every one of the Customers.

10.02 The Customer 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 herewith.

- 10.03 The Customer may be required by the Bank to accept full and sole responsibility for any loss arising when the Card has been used for an unauthorized Transaction which occurs prior to the Customer reporting to the Bank that the ATM Card has been lost or stolen or that there is someone else who knows the PIN.
- 10.04 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.
- 11. Loss of ATM Card**
- 11.01 In the event of loss or theft of a ATM Card, the Customer shall immediately notify the Bank of the same and then promptly confirm to the Bank such loss or theft in writing provided that the Customer shall remain fully responsible for all Transactions effected by the use of the Card by any person whomsoever whether or not authorized by the Customer.
- 11.02 The Bank and/or any participating member bank in the JETCO Network shall not be responsible for any and all consequences whatsoever if any Transactions involving the use of the ATM Card are not honoured or operative for whatsoever reason or if there is any malfunctioning and/or failure of any ATM and/or POST or otherwise.

PART III GENERAL PROVISIONS

12. Personal Data

- 12.01 In accordance with the provisions of the Ordinance, the Customer by virtue of acknowledging receipt of the ATM Card consents that his Personal Data (as defined in the Ordinance) may be collected by the Bank from time to time in connection with or arising out of the use of the ATM Card, and that the Bank may from time to time use and disclose it for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policy on use and disclosure of Personal Data as set out in statements, circulars, terms and conditions or notices made available by the Bank to the Customer from time to time and such Personal Data May be;
- (i) Used in connection with direct marketing and/or matching procedures (as specified in the Ordinance);
 - (ii) Disclosure (by way of Bank references or otherwise) to any financial institution, or bank or credit reference agency which the Customer or Bank has or proposes to have dealings with to enable such financial institution, bank or credit reference agency to conduct credit checks or compile credit reports (as the case may be) on the Customer;
 - (iii) Disclosure to credit reference agencies and in the event of Customer being in default or breach of any matters arising in relation to the ATM Card, to debt collection agencies, solicitors firms or other advisors for the purpose of collection or legal proceedings (as the case may be);
- 12.02 In accordance with the provisions of the Ordinance and the Code of Practice on Consumer Credit Data issue under the Ordinance, the Customer has the right;
- (i) To check whether the Bank holds his Personal Data and to have access to such Personal Data;
 - (ii) To require the Bank to correct any Personal Data relating to the Customer which is inaccurate;
 - (iii) To ascertain the Bank's policies and practices in relation to the Personal Data and to be informed of the kind of Personal Data held by the Bank; and
 - (iv) In relation to consumer credit, to request to be informed of the kind of items of Personal Data routinely disclosed to credit reference agencies, debt collection agencies, solicitors firms or other advisors and to be provided with further information to enable the making of an access or correction request to the relevant credit reference agency or debt collection agency.

13. Termination

- 13.01 The Bank reserves the right at all times and at any time at its absolute discretion to terminate this Agreement with the Customer, upon giving reasonable prior notice to the Customer, by withdrawal of the ATM Card or the service thereby provided, or by refusing to renew the ATM Card without giving any reason therefor. The Bank further reserves the right to terminate this Agreement immediately without further notice if the Customer is in breach of any term and condition of this Agreement or any applicable law or regulation. Upon termination, the Customer shall unconditionally and without reservation surrender the ATM Card to the Bank immediately upon the Bank's demand irrespective of whether the Bank has given any prior notice or any reasons thereof.
- 13.02 The Customer may terminate this Agreement and cancel the ATM Card at any time by returning the ATM Card to the Bank.
- 13.03 Notwithstanding anything contained in this Clause, the termination of this Agreement shall not preclude or extinguish all rights, obligations and liabilities of each party against the other arising prior to such termination.

14. Amendment of Agreement

- 14.01 The Bank reserves the right at all times to amend or vary these terms and conditions and the List of Service Charges. Any such amendment or variation will become effective thirty (30) days after notification to the Customer by such reasonable means the Bank deems fit provided that in relation to the amendment or variation affects any of the List of Service Charges and the obligations or liabilities of the Customer, less notice may be given if the changes are beyond the reasonable control of the Bank.
- 14.02 The Customer upon receipt of such notification has a right to refuse to accept the amendments or variations and terminate the ATM Card subject to and without prejudice to any liability incurred prior to cancellation or termination. Upon termination, 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 Customer on a pro-rata basis upon a written request by the Customer.

15. Miscellaneous

- 15.01 The ATM Card is and shall at all times be the property of the Bank and the Bank may at any time in its absolute discretion cancel the ATM Card without giving any prior notice or reason thereof to the Customer. The Bank shall not be liable under any circumstances for any loss or damage which the Customer may suffer as a result of or otherwise in connection with such cancellation.
- 15.02 The Bank shall not be liable for any act or omission of any retail merchant shop or establishment, including without limitation, any refusal to honour or accept for use of the ATM Card, or any statement or other communication made or any dispute defect or deficiency in any goods or services supplied in connection with the use of the ATM Card. The Customer shall handle or resolve any claims or disputes directly with such retail merchant shop or establishment, and no such claim or dispute shall effect or entitle the Customer to revoke, challenge or vary any transfer or payment effected.
- 15.03 No failure by the Bank to exercise, nor any delay by the Bank in exercising, any right or remedy shall operate as a waiver thereof.
- 15.04 The Bank may (for whatever reason and without the need to advise the Customer 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 Customer which shall include any other account of whatsoever nature (including any other credit card, current, savings or deposit account) held with the Bank in and towards the discharges of all sums and money outstanding and due by the Customer to the Bank.

16. Law and Language

- 16.01 This Agreement will be governed by and constructed in accordance with the laws of the Hong Kong Special Administration Region and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.
- 16.02 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 ATM Card is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost/Stolen Card Report Hotline 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 or by telex on 60996 IBAVC HX. Satisfactory identification of the identity of the Customer when reporting loss of theft may be required. The Customer should subsequently confirm the loss or theft to the Bank in writing within 48 hours after the telephone report.