

The Card is issued by the Bank to you as 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:-

“ATM” means an automated teller machine.

“ATM belonging to the Bank” means an ATM operated by the Bank situate 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.

“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 signed by the Cardholder which for the purposes herein shall constitute acceptance and agreement by the Cardholder to be bound by the terms and conditions of this Agreement governing the Use of the Card.

“Bank” means Fubon Bank (Hong Kong) Limited.

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

“Card” means an unexpired valid VISA/Account debit card issued by the Bank pursuant to the VISA International Operating Regulations.

“Cardholder” means an individual to whom a Card has been issued.

“Card Account” means the account (either a statement savings account or a current account of the Cardholder approved by the Bank) designated by the Cardholder evidencing all Transactions between the Bank and the Cardholder through or arising from the Use of the Card.

“Charges” means all banking facilities that the Bank may extend to the Cardholder through the Use of the Card together with all charges, fees and any other sums payable by the Cardholder as set out in Clause 12 and as imposed by the Bank from time to time.

“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.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“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 member banks in relation to ATM installed to the intent that member bank customers can access a JETCO ATM on-line 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 services and is designated as such with the display of the “JETCO” symbol.

“Linked Account” means any account (current, savings, or statement savings account or any other type of account which the Bank permits from time to time) maintained by the Cardholder with the Bank to be linked up to the Card, whereby the Cardholder may access by deposit to or withdrawal from via the Use of the Card.

“Merchant” means any business or service outlet whether retail or otherwise which accepts a Card as payment for the sale or supply of its merchandise and/or services or otherwise.

“Ordinance” means the Personal Data (Privacy) Ordinance, Cap.81, Laws of Hong Kong.

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

“POST” means Point of Sale Terminals located at any Merchant outlet or as otherwise from time to time announced by the Bank, whereby withdrawal, payment or transfer of funds are effected by electronic means.

“Sales Slip” means a paper evidencing a purchase, hire or request for the sale or supply of merchandise and/or services or otherwise by a Cardholder from a Merchant and, in case of internet order, means a disk, summary control sheet and/or other documents or other computer storages as the Bank may from time to time specify summarising the particulars of the Transaction or otherwise.

“Transaction” means the procedure and result of the Use of the Card evidenced by a Credit Slip, Sales Slip, a direct debit to the designated Linked Account or in the case of a cash withdrawal or any electronic banking transaction (including, without limitation, withdrawal, transfer, access, deposit and online debit of funds) effected through an ATM, a data captured record in relation to the cash withdrawal produced by the Bank or any other financial institution and the term “Unauthorised Transaction” shall be construed accordingly.

“Use of the Card” means the 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 merchandise and/or services or otherwise from a Merchant, drawing of a cash withdrawal, obtaining of credit, discharging any liability and such other facilities or services as the Bank may from time to time provide save and except (a) in the case of telephone orders or mail orders, it is deemed physical presentation 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 which provides the telephone orders or mail orders or (b) in case of internet orders, it is deemed physical presentation by the Cardholder inputting all the required particulars of the Card and his personal information and other required information in the website of the Merchant or any other websites on the internet for placing and effecting a Transaction which provides internet order on the Internet or otherwise in accordance with the rules or procedure which the Bank may prescribe from time to time; and, where the context permits, the expressions “use” or “using” or a direct debit against the Linked Account which has been authorised by the Cardholder shall be construed accordingly.

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

“VISA” means VISA International Service Association.

“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 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.

1.03 Headings are inserted for convenience of reference only and shall be ignored in the interpretation and construction of this Agreement.

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 to the Bank is and will at all times remain correct and undertakes to immediately notify the Bank of any material change which affects, threatens or has potential to affect 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 on the Card and/or his Use of the Card will signify and constitute an acceptance of the Card and agreement to comply with and be bound by the terms and conditions of this Agreement contained and any later amendments thereto made by the Bank from time to time and notified to the Cardholder pursuant to Clause 19.

2.03 The Cardholder shall validate the Card by acknowledging receipt pursuant to the instructions provided by the Bank. The Cardholder shall not use the Card prior to the completion of the 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 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.

3. Eligibility

Without limiting any other clause of this Agreement, in order to be granted and continue to retain the Card, the Cardholder must maintain a Card Account for Transaction billing, otherwise the Card shall be deemed to have been terminated by the Bank.

4. Scope of Use of Card

4.01 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:-

- (i) signing the authorised signature section of Card upon receipt;
- (ii) keeping the Card safe and secure at all times;
- (iii) not using the Card before or after the Validity Period or after the Card is withdrawn or the Card Account is cancelled;
- (iv) not using the Card in any other manner which is likely to cause or will cause liability, loss or damage to the Bank; and
- (v) complying with any request or direction of the Bank.

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

4.03 The Card is not transferable and the Cardholder shall not under any circumstances permit any other party to use the Card.

4.04 Subject to Clauses 14 the Card shall not be used in connection with gambling or other illegal activity.

5. Debit Authority

The Cardholder hereby irrevocably authorises the Bank to debit (without any prior notice required to the Cardholder) the Card Account or any of his accounts with the Bank (as the case may be) the amount of any Transaction and all Charges involving the Use of the Card at an ATM and/or the POST or otherwise hereunder and ratifies such debit transaction, whether or not the same is made with his knowledge or by authority.

6. Sufficient Funds

The Cardholder undertakes to the Bank that at all times there shall be sufficient funds in the Card Account or his other account(s) with the Bank (as the case may be) at the time when a Transaction is to be performed by Use of the Card. If any such Transaction is accepted by the Bank (at its sole option) notwithstanding the insufficiency of funds in the Card Account, the Cardholder undertakes to repay to the Bank immediately on demand such amount so overdrawn or over-transferred or otherwise together with accrued interest thereon at such rate as the Bank may determine at its sole discretion.

7. Receipt of Deposits

7.01 The Cardholder may deposit cash and/or cheques in Hong Kong currency with the Bank by the Use of the Card at an ATM belonging to the Bank provided always that:-

- (a) Cash deposits shall be treated as having been received by the Bank and will be credited to the Cardholder’s designated account only after due verification of the same by the Bank (such verification may not take place on the same day). The Cardholder cannot withdraw or utilise the same or any part thereof and earn any interest thereon until the said deposit amount is credited to that account as aforesaid.
- (b) Cheques deposits are accepted for collection only and the proceeds thereof will not be credited to the Cardholder’s designated account or otherwise be available for any Transaction, nor will any interest accrue thereon, until the same have been duly cleared.
- (c) A customer advice issued by the ATM in respect of the acceptance of the deposits under this Clause represents the mere fact that the Cardholder has purportedly made such deposit with the Bank by the Use of the Card and not bind the Bank as to its correctness, nor deem the deposit transaction to have concluded and effected.
- (d) The Cardholder hereby further agrees at all times and from time to time to indemnify and hold the Bank harmless against all claims, losses, damages, demands, costs and expenses (including reasonably incurred legal and/or collection costs) or other liabilities whatsoever which the Bank may suffer or incur as a result of, arising from or relating to the Cardholder making the deposit or the carrying out of any Transaction by the Cardholder by Use of the Card or otherwise in connection with this Agreement.
- (e) No deposit in coins by the Use of the Card at the ATM shall be accepted.

7.02 The Cardholder may apply for a cheque book for his current account by the Use of the Card at the ATM belong to the Bank and such application shall have, or deem to have, the same effect as if the Cardholder has submitted to the Bank’s cheque book application form duly completed and signed.

8. 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 VISA International Service Association 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 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.

9. Security of the Card and the PIN

9.01 The Card and the related PIN will be issued separately and delivered to the Cardholder at his own risk. 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. The Cardholder shall at no time disclose to any person whomsoever his PIN. Notwithstanding the foregoing but subject to Clause 15.01, the Cardholder shall under all circumstances be fully responsible for all Transactions effected by the Use of the Card by any person whomsoever whether or not authorised by the Cardholder or with his knowledge. However, if the Cardholder does not wish to use ATMs and informs the Bank of the same, the Bank shall not issue any PIN.

9.02 The Cardholder should ensure that the PIN is kept strictly confidential and secret to prevent fraud and unauthorised use. In this respect the Cardholder must;

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

9.03 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.

9.04 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.

10. Binding Nature of Transactions

Subject to Clause 14, the records of the Bank and/or any other member banks in the ATM Network in relation to any Transactions effected by the Use of the Card and any ATM or otherwise shall in all respects and for all purposes be conclusively binding on the Cardholder who shall raise no objection thereto.

11. Linked Accounts

The Cardholder can apply to link up a maximum of two (2) Linked Accounts in addition to the Card Account in the Card. All terms and conditions applicable to the Card Account and the Linked Accounts in any bank documents shall by reference form an integral part of this Agreement. These terms and conditions shall prevail if there is any conflict.

12. Charges

12.01 Cash Withdrawal Fee
A handling fee of HK\$25 per transaction shall be imposed and debited to the Card Account if the cash withdrawal is made through JETCO ATM Network in China or Macau; or VISA/PLUS ATM Network.

12.02 Replacement Card Charge

A replacement Card charge of HK\$120 shall be imposed and debited to the Card Account for each replacement Card.

12.03 Annual Fee

The Card shall automatically be renewed on the expiry of a 36-month period (from the date the Card is issued) and an Annual Fee of HK\$50 shall be imposed and debited to the Card Account.

12.04 Copy Charge

A copy charge of HK\$50 shall be imposed and debited to the Card Account for each copy of a Sales Slip, Card Account record, Credit Slip or otherwise as requested by the Cardholder.

12.05 Dispute Transaction Handling Charge

A dispute transaction handling fee of HK\$50 shall be imposed and debited to the Card Account for each request in dealing with a disputed Transaction.

12.06 Bounced Cheque Charge

A bounced cheque charge of HK\$120 shall be imposed and debited to the Card Account for each cheque payment to the Card Account which is not honoured.

12.07 Foreign Exchange Conversion Surcharge

A foreign exchange conversion surcharge of 1.75% mark up on the prevailing conversion rate of VISA International for the purposes of Clause 8 (inclusive of a currency conversion fee charged by VISA to the Bank at the rate of 1%), shall be imposed and debited to the Card Account. For the avoidance of doubt, the Bank shall have the right to adjust the rate of the foreign exchange conversion surcharge from time to time.

12.08 Other Charges

The Cardholder shall also be liable to pay all the other usual bank charges in respect of the Card Account and the Linked Accounts pursuant to other banking agreements and documents. These Charges shall be imposed and debited to the Card Account.

12.09 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 and notified to the Cardholder from time to time in the manner pursuant to Clause 19.

13. Right of Set-Off

13.01 The Bank may (for whatsoever reason and without the need to advise the Cardholder of any such reason) at any time and without prior notice to the Cardholder exercise a right of set off against or transfer any

- monies standing to the credit in the Card Account or any other accounts of the Cardholder with the Bank of whatsoever nature (including any other credit card accounts or deposit accounts) maintained with the Bank in and towards the discharge of the Charges and all sums and money outstanding and due from the Cardholder to the Bank under the Card Account.
- 13.02 The Bank agrees to promptly inform the Cardholder after exercising any right of set-off as provided in Clause 13.01 hereof.
- 14. Unauthorised Transactions**
- 14.01 Notwithstanding anything contrary provided in any other agreement, bank statement or document, the Cardholder agrees to examine the monthly statement of the Card Account and report to the Bank within ninety (90) days from the date of the monthly statement any error or Unauthorised Transaction which has been recorded on the monthly statement, and promptly thereafter confirm the same in writing, describing the error or Unauthorised Transaction, providing any documentary evidence and explaining why the transaction is believed to be unauthorised. If the Cardholder fails to make any such report to the Bank within the said 90-day prescribed period, then the Bank shall regard that the monthly statement of the Card Account as final and conclusive and thereafter the Cardholder shall raise no objection 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 arises from forgery or fraud by any employee, agent or servant of the Bank; or
 - The Unauthorised Transaction arises from the default or negligence on the part of the Bank or any of its employees, agents or servants.
- 14.02 In the event that an Unauthorised Transaction is reported by the Cardholder in accordance with Clause 14.01 hereof, the Bank agrees save and except in circumstances which are beyond its control, to complete an investigation of the Unauthorised Transaction within ninety (90) days upon receipt of the Cardholder's first report.
- 14.03 The Bank shall, after completion of the investigation provide the Cardholder with an explanation as to whether or not an Unauthorised Transaction has taken place and where appropriate, provide copies of any documentary evidence in support. If the investigation does reveal that an Unauthorised Transaction has taken place then the Bank shall, promptly make any relevant corrections and deliver a correction notice to the Cardholder and the subsequent monthly card statement shall be amended with the Unauthorised Transaction deleted therefrom.
- 14.04 The Bank shall without liability have the absolute right to disapprove or reject any Transaction requested through Use of the Card. Any such decision made by the Bank shall be conclusive and binding. The Bank may request the Cardholder to provide relevant personal particulars which shall include but not be limited to employer's name and address, residential address and contact telephone/fax numbers or such other necessary information for verification and updating prior to making such decision.
- 15. Liability for Card Services**
- 15.01 The Cardholder herein agrees to bear and accept full and sole responsibility for all consequences, loss, damage 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 for any loss, damage or liability whatsoever incurred or sustained by the Bank by reason thereof.
- 15.02 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 supplied by the Merchant to the Cardholder. Any complaint by a Cardholder must be resolved direct 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).
- 15.03 The Bank and/or any member banks in the ATM Network shall not be liable or responsible for any and all consequences whatsoever if Transactions involving the Use of the Card are not honoured or operating for whatever reason or if there is any malfunctioning and/or failure of any ATM and/or POST or otherwise.
- 15.04 The Bank shall not be liable or responsible 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 Acts 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, its agents, contractors or subcontractors.
- 15.05 The Bank disclaims and shall not be liable for any loss or damage that the Cardholder may suffer as a result of the Bank holding funds in the Card Account or his other accounts with the Bank (as the case may be), wrongfully or not, for completion of any proposed Transaction or otherwise.
- 15.06 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 9.02 hereof shall constitute acting with gross negligence.
- 15.07 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 Card Account is cancelled and/or there are insufficient funds in the Card Account. 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 a device 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 monthly statements of all Transactions and Charges shall be conclusive and binding on the Cardholder except for manifest error.
- 15.08 The Cardholder shall be liable for all interest accrued (contractual or otherwise) on any overdraft of the Card Account or other accounts with the Bank (as the case may be) for completion of any proposed Transaction.
- 15.09 The Cardholder shall remain liable for all recurring Transactions notwithstanding that the Card Account has been voluntarily or involuntarily closed. The Cardholder shall directly arrange cessation of recurring instructions with a Merchant or any other parties to whom payment is effected through direct debit on the Card Account.
- 15.10 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 15.03 and 15.04, 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.
- 15.11 The Bank's liability under Clause 15.10 shall be limited to those amounts wrongly charged to the Card Account and any interest on those amounts.
- 16. Ownership**
- 16.01 The Card remains the exclusive property and ownership of the Bank and the Bank may at any time in its absolute discretion cancel the Card and the Card Account without giving any prior notice or reason to the Cardholder. The Bank shall not be liable in respect of any matters whatsoever relating to or arising out of such cancellation.
- 17. Termination of Card Services**
- 17.01 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.
- 17.02 If, for any reason, the Cardholder fails to comply with the terms and conditions set forth herein, or is in breach of any applicable laws or regulations, the Bank reserves the right to withdraw, at its absolute discretion, 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. The Bank may 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 a waiver thereof.
- 17.03 The Bank may at any time in 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 matters whatsoever relating to or arising out of such cancellation and termination.
- 18. Loss of Card**
- 18.01 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.
- 18.02 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 HK\$500. The HK\$500 limit is confined to loss specifically related to card spending amount (if any) and does not cover cash withdrawal. 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.
- 18.03 For avoidance of any doubt, the Cardholder shall be liable for all losses if it is proven that he has acted fraudulently, with negligence, or has failed to inform the Bank as soon as reasonably practicable in case of loss or theft or has failed to follow or comply the safeguards and obligations set out in Clauses 9 and 18 if such failure or omission has directly or indirectly caused the losses.
- 19. Amendment of Agreement**
- 19.01 The Bank reserves the right at all times to amend or vary these terms and conditions and Charges. Any such amendment or variation will become effective thirty (30) days after notification to the Cardholder by such reasonable means the Bank deems fit provided that in relation to the amendment or variation affects any of the Charges and the obligations or liabilities of the Cardholders, less notice may be given if the changes are beyond the reasonable control of the Bank.
- 19.02 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, the unused Annual Fee or any other such amount as the Bank may specify from time to time shall be refunded to the Cardholder on a pro-rata basis upon a written request by the Cardholder.
- 20. Personal Data (Privacy) Ordinance**
- The intention of the Ordinance is to protect a living individual's right to privacy. Any information collected from the Application or otherwise and recorded, whether on computer or manually, in relation to a Cardholder by the Bank, will be subject to regulation by the Ordinance. The information collected has been defined in the Ordinance as "Personal Data". The Ordinance aims to control the collection, holding, processing and use of Personal Data.
- From time to time, it is necessary for Cardholders to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities, credit card facilities or provision of banking and financial services.
 - Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities, credit and debit card facilities or provide banking and financial services.
 - It is also the case that data are collected from Cardholders in the ordinary course of the continuation of the banking relationship, for example, when Cardholders write cheques, deposit money, use telephone banking services, or effect a Transaction or another financial transaction at an ATM.
 - The purpose for which data relating to a Cardholder may be used are as follows:-
 - the daily operation of the banking and financial services and credit and debit card facilities provided to Cardholders;
 - conducting credit and lending checks;
 - assisting other financial institutions or banks to conduct credit checks;
 - ensuring ongoing credit worthiness of Cardholders;
 - designing financial services or related products for Cardholders' use;
 - marketing financial services or related products and services;
 - determining the amount of indebtedness owed to or by Cardholders;
 - collection of amounts outstanding from Cardholders and those providing security or guarantees for Cardholder's obligations;
 - meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches;
 - conducting matching procedures; and
 - all other incidental and associated purposes relating thereto.
 - Data held by the Bank relating to a Cardholder will not affect the Bank's duty of confidentiality towards the Personal Data and will continue to be kept confidential and safeguarded diligently in accordance with the Bank's internal security policies as well as guidelines issued by the Hong Kong Government but the Bank may provide such information to:-
 - any agent, collection agent, contractor or third party service provider (including a solicitors firm) who provides administrative, telecommunications, computer, payment, collection, legal or securities clearing, technology outsourcing or other services to the Bank in connection with the operation of its business;
 - any other branch or outlet of the Bank including any subsidiaries of the Bank;
 - any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - any financial institution, bank or credit reference agency (whether in Hong Kong or elsewhere) with which the Cardholder or Bank has or proposes to have dealings to enable such financial institution, bank or credit reference agency to conduct credit checks or compile credit reports on the Cardholder (as the case may be); and
 - any actual or proposed assignee of the Bank or sub-participant or transferee of the Bank's rights in respect of the Cardholder under this Agreement.
 - Under and in accordance with the terms of the Ordinance any individual:-
 - has the right to check whether the Bank holds data about him and the right of access to such data;
 - has the right to require the Bank to correct any data relating to him which is inaccurate; and
 - has the right to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank.
 - In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
 - The person to whom requests for access to data or correction of data or for information in regards to policies and practices of the Bank and kinds of data held are to be addressed as follows:-
The Data Protection Officer
Fubon Bank (Hong Kong) Limited
38 Des Voeux Road Central
Hong Kong
- 21. Miscellaneous**
- 21.01 The Bank shall be entitled to employ outside debt collecting agencies, solicitor firms and/or 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.
- 21.02 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.
- 21.03 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 21.01 and 21.02 upon written request of the Cardholder.
- 21.04 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.
- 21.05 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.
- 22. Law and Language**
- 22.01 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.
- 22.02 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 VISA / Account Debit Card is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost/Stolen 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 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 within forty-eight (48) hours after the telephone report.

本卡乃由本銀行發予閣下(即「本卡持有人」)，閣下使用本卡須遵守下列條款及條件。

1. 定義及釋義

1.01 除非上下文義另有所需，否則在本合約內：

「櫃員機」一指自動櫃員機。

「屬於本銀行之櫃員機」一指本銀行在其總行，各分行及其他不時指定及通知之地點放置及操作之櫃員機。

「年費」一指本銀行不時釐定而本卡持有人應支付予本銀行之使用本卡的年費。

「申請」一指於此之目的而言，本卡持有人所簽署及提交予本銀行之本卡申請將被視為其已接受及同意備受本合約內限制使用本卡之條款及條件制約。

「本銀行」一指富邦銀行(香港)有限公司。

「營業日」一指香港的銀行開門營業的日子。

「本卡」一指本銀行按照VISA國際營運規條發出之未到限期的有效之VISA / 戶口扣賬卡。

「本卡持有人」一指獲發本卡之個別人士。

「本卡賬戶」一指經本卡持有人指定用作處理所有因使用本卡而導致其與本銀行產生之交易之本卡持有人在於本銀行設立之銀行賬戶(必須為本銀行批准之簡易儲蓄戶口或往來戶口)。

「費用」一指本銀行因向本卡持有人提供經由使用本卡之銀行服務而按第12條款之規定及本銀行不時作出之其他規定而收取之費用、收費及其他任何本卡持有人應付之款項。

「退款票據」一指由一商戶向本卡持有人發出以證明一項退款或價格調整，並將記入本卡賬戶之賬項的票據。

「香港」一指中華人民共和國香港特別行政區。

「銀通」一指銀聯通寶有限公司。該公司是一間在香港註冊成立的公司，旨在提供、營運及維持一個中央數據處理系統，就所安裝之櫃員機滿足會員銀行的服務需要，以便會員銀行的客戶能夠透過銀通櫃員機即時處理其銀行賬戶交易。

「銀通櫃員機」一指在銀通網絡下安裝之櫃員機。

「銀通網絡」一指銀通及所有參予之會員銀行為提供自動櫃員機服務而設立及操作之電子基礎設施網絡，其上標有銀通(ETICO)標誌。

「相連賬戶」一指本卡持有人指定作為與其本卡相連並設立於本銀行之任何賬戶(包括往來賬戶、儲蓄或簡易儲蓄賬戶或者本銀行不時許可持有的其他任何類型的賬戶)，而本卡持有人可使用本卡運作此等賬戶，包括存款或取款等。

「商戶」一指任何接受以本卡支付其銷售或提供之商品及/或服務等的商業或服務銷售店(不論其為零售商與否)。

「條例」一指香港法例第81章個人資料(私隱)條例。

「個人密碼」一指本銀行向本卡持有人發給之個人密碼，使其用以啟動任何銀通櫃員機，授權終端機、MSA PLUS 櫃員機或其他經本銀行不時指定之電子終端機。

「授權終端機」一指以電子方式執行取款、付款或傳送專款之售點終端機，此等終端機設於商戶店內或本銀行不時通知的其他地點。

「銷售傳票」一指證明本卡持有人從商戶購買、租賃或要求向其出售或提供之商品及/或服務等的單據，如上述購買、租賃或要求之指令是在互聯網上發出，則指本銀行在其上記錄交易詳情等之電腦磁碟、交易結單及/或本銀行不時指定之其他文件或電腦儲存媒體。

「交易」一指由退款票據、銷售票據、指定相連賬戶中的直接付款記錄證明，又或在以櫃員機進行現金取款或其他電子理財服務(包括但不限於取款、轉帳、存款、扣款及以其他方式處理款項)的情況下，由本銀行或任何其他財務機構該款項現金取款或其他電子理財服務作出之數據記錄證明使用本卡的程序及結果，而「未經授權交易」一詞應作相應解釋。

「使用本卡」一指就本卡持有人親自提呈本卡從商戶購取商品及/或服務等、進行現金取款、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服務而在由本銀行(以及連同其他接受本卡的財務機構或商戶)執行的程序；(a) 惟在以電話或郵遞作出指示的情況下，本卡持有人在口頭上，或書面報上有關本卡賬戶號碼，又或允許本卡的磁帶經由可閱讀、記錄或傳送儲於磁帶內的資料密碼的電子儀器加以閱讀，並連同提供該電話或郵遞指示服務的商戶接受之任何本卡持有人授權，方會被視為由本卡持有人親自向其提呈本卡或(b) 惟在經互聯網作出指示的情況下，本卡持有人在作為作出及進行交易而在商戶的互聯網站或其他任何互聯網站輸入按商戶要求之本卡資料及本卡持有人的個人資料及其他所需的資料，或本銀行不時所要求提供之資料，方被視為由本卡持有人親自向其提供本卡；在上下文義許可的情況下，「使用」一詞或經本卡持有人授權直接記入相連賬戶的賬項應作相應解釋。

「有效期」一指所述之本卡有效期。

「MSA」一指MSA International Service Association。

「MSA PLUS」一指支援本卡可用之櫃員機的國際電子基礎設施，其上標有「VISA」旗形標誌或「PLUS」標誌。

1.02 在本合約中，若上文義許可或需要，凡指某一性別的字亦泛指其他所有性別，而指單數的字亦泛指眾數，反之亦焉。

1.03 每一條的標題是為方便閱讀內容而加入，在解釋本文件時須不予理會。

2. 發出、接納及生效

2.01 本卡乃根據呈交予本銀行之有關申請表格或其附件內就本卡持有人之信用可靠性資料而發出予本卡持有人。本卡持有人保證及申明其提供予本銀行之資料乃屬正確，並且負責立即會本銀行有關任何影響、威脅或有可能影響到其信用可靠性的實質變化。

2.02 本卡持有人收到本卡後，必須依照本銀行指示立即在卡上簽署。本卡持有人在卡上簽署及/或使用本卡，將表示及被視為其已接受本卡以及同意遵守本合約所載之條款及條件及任何本銀行以後不時作出並按第19條款知會本卡持有人的修訂並受其約束。

2.03 本卡持有人應依照本銀行指示簽收本卡，使本卡生效。在此確認手續完成前，本卡持有人不得使用本卡，又本銀行就因任何商戶拒絕接納本卡之使用而引致本卡持有人任何性質之損失或損害，一概不予負責。本卡持有人須就任何人因在上述本卡確認手續完成前使用本卡而直接或間接引致之所有索償、權利要求或責任，向本銀行作出全面的賠償，並使本銀行不受任何損失。

3. 保留本卡服務

為成功獲發及保留本卡，本卡持有人必須遵守本合約所有的條款，並開立及保留一個本卡賬戶以便本銀行作出交易之記錄，否則本卡應視為已被本銀行終止。

4. 使用本卡的範圍

4.01 本卡僅限本卡持有人使用，且須遵守以下使用本卡的條件，包括但不限於下列條件：

- 在收到本卡後立即在「持卡人簽名」位置上簽署；
- 時刻小心及安全地保管本卡；
- 不會在有效期之前或之後，又在或本卡已被撤銷或本卡賬戶已被取消之後使用本卡；
- 不會以任何可能導致或將導致本銀行承受責任、損失或損害的方式使用本卡；及
- 遵守本銀行的所有要求及指示。

4.02 本卡可於以下電子設備上進行交易：(a) 任何屬於本銀行之櫃員機；(b) 銀通櫃員機；(c) 任何屬於MSA之櫃員機；及(d) 其他任何電子裝置或終端機，包括但不限於授權終端機或本銀行不時作出之公佈之終端機。

4.03 本卡不得轉借他人使用，並且本卡持有人在任何情況下均不得許可其他任何人士使用本卡。

4.04 在不影響第14條款之前提下，本卡不得用於賭博或其他非法活動。

5. 扣除交易金額及其他費用之權力

本卡持有人在此不可撤銷地授權本銀行可不需要給予本卡持有人任何事先通知自本卡賬戶或本卡持有人與本銀行開設之其他賬戶扣除任何因在櫃員機及/或授權終端機及/或在其他情況下使用本卡所產生交易之金額及所有費用或批准此等扣除費用之銀行事宜，無論本卡持有人知道或授權進行此等交易與否。

6. 足夠的存款

本卡持有人向本銀行承諾，在使用本卡進行交易時，其本卡賬戶或其他在本銀行開設之賬戶中總是有足夠的款項。倘若在本卡賬戶中存款不足之情況下，本銀行(依照其全權之決定)依然批准該交易之進行，本卡持有人同意在本銀行之要求下，立刻償還本銀行超額的提款或轉帳，並支付按本銀行全權所定利率而收取的透支利息。

7. 存入款項

7.01 本卡持有人可使用本卡經本銀行所屬之自動櫃員機存入港幣現金及/或支票，並同意此類存款按下列辦法處理：

- 存入現金須經本銀行點核相符始存入本卡持有人賬戶，是項點核工作並不限定在存款當日進行，在此入賬手續未完成前，本卡持有人不得提取或使用該款，或自此等存款上收取利息。
- 本銀行是以託收方式處理存入之支票，票款須待支票結算後，始會存入本卡持有人指定之賬戶及生息，或可用於交易。
- 櫃員機所發出之存款通知，僅表示本卡持有人曾從該機使用本卡存入款項，並不表示該存款交易已完成又本銀行不負責該通知之正確性。
- 本卡持有人同意，無論於任何時候，若因任何其透過使用本卡存入款項或進行之交易或與本合約有關之其他事宜而導致本銀行遭受任何索償、損失、損害、權利要求、費用及支出(包括合理發生的法律及/或催收費用)或其他責任，本卡持有人將向本銀行作出全部賠償並使本銀行不受任何損害。
- 本卡持有人不得使用本卡經櫃員機存入硬幣。

7.02 本卡持有人可使用本卡經屬於本銀行之櫃員機申請其往來戶口之支票簿。此等申請將被視為等同本卡持有人經其填妥及簽名之支票簿申請表交回之申請。

8. 滙率折換

倘若交易涉及港元以外的其他貨幣，本銀行會在其賬前先把此等外幣金額折換為港元，而折換率為VISA International Service Association 刊載之滙率或中華人民共和國國家外滙局(只適用於人民幣)在折換當日刊載之滙率。本銀行將在MSA International Service Association 公佈的兌換率上徵收附加費用去計算扣除本卡賬戶的相等數額。本銀行將不時單獨及絕對地決定此附加費用的百分比率。

9. 本卡及個人密碼的保密

9.01 本卡持有人須就本銀行分別發予之本卡及個人密碼之一切事宜承擔所有風險。本卡持有人應在所有方面遵照第2條款行事，並在其後確保本卡安全。若本卡持有人親自領取本卡及個人密碼，本銀行可要求本卡持有人提供其個人身份證明文件，以便查驗。本卡持有人須將其私人密碼保密，在任何時候均不得向任何人士透露。在所有情況下(包括第15.01條款所列之規定)，本卡持有人均需就任何人士使用本卡而進行之交易負責，無論此等交易是在本卡持有人不知情或未有同意下進行與否。但如本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。

9.02 為防止詐騙及擅自使用本卡，本卡持有人必須將其個人密碼嚴格保密。為此，本卡持有人必須：

- 將本銀行發出之個人密碼通知書銷毀；
- 不允許任何人士使用本卡及個人密碼；
- 不將個人密碼與本卡放在一起保存；
- 不將個人密碼寫在本卡或任何常與本卡一起擺放之物件上；
- 不會不加掩飾地記錄個人密碼；
- 在任何情況下均不向任何人士透露其個人密碼；及
- 不會以任何一種形式書寫記錄個人密碼而使他人可以得知其個人密碼並在櫃員機及授權終端機使用本卡。

9.03 當本卡持有人發現或者知道或懷疑其個人密碼已經洩露或遺失，本卡持有人須儘快通知本銀行。

9.04 本卡持有人可隨時更改個人密碼。不過本卡持有人不應選擇不適當的或者容易被得知、取得或猜出的數字組合。

10. 交易記錄的約束力

在服從第14條款之前提下，本銀行及/或其他銀通聯網的會員銀行就有關使用本卡、任何櫃員機或在其他情況下產生的交易之記錄，均對本卡持有人屬總結性及具約束力，本卡持有人不可以提出異議。

11. 相連賬戶

除本卡賬戶外，本卡持有人還可以申請把本卡與不超過兩個相連賬戶相連。本卡持有人須遵守所有銀行文件中適用於本卡賬戶及相連賬戶之所有條款。若此等條款與本合約之條款有任何歧異，應以前者為準。

12. 費用

12.01 提取現金費用

凡於中國或澳門透過「銀通」櫃員機網絡，MSA PLUS 櫃員機網絡提取現金，需每次額外收取手續費港幣二十五元正，並直接從本卡賬戶內扣除。

12.02 補發新卡費用

本銀行就每張補發的新卡收取新卡補發費用，每次為港幣一百二十元正，並直接從本卡賬戶內扣除。

12.03 年費

本卡將由本卡簽發日期起每三十六個月到期時自動續期。本銀行將每年收取港幣五十元正作為本卡之年費，並直接從本卡賬戶內扣除。

12.04 索取副本費用

本銀行就本卡持有人向本銀行索取之每份銷售傳票、本卡賬戶記錄、退款票據或其他單據之副本收取費用，每張副本為港幣五十元正，並直接從本卡賬戶內扣除。

12.05 處理被質疑交易之手續費

本銀行將就處理每一項被質疑之交易收取港幣五十元正之手續費，並直接從本卡賬戶內扣除。

12.06 退票手續費

本銀行就每張向本卡賬戶付款的未兌現支票，收取退票手續費港幣一百二十元正，並直接從本卡賬戶內扣除。

12.07 外幣兌換附加費

本銀行將就第8條款所陳述之目的按VISA International 公佈之外幣折換率上加收1.75%作為外幣兌換附加費(以上費用包括VISA收取本行之1%外幣兌換率費用)，此等費用將直接從本卡賬戶扣除。為免疑問，本銀行將有權不時調整外幣兌換附加費率。

12.08 其他費用

本卡持有人須支付經本銀行發出之其他文件及與本銀行達成之合約所規定應就本卡賬戶及相連賬戶所需支付之其他所有一般銀行費用。此等費用將直接從本卡賬戶內扣除。

12.09 費用的更改

本銀行有全權自行決定不時更改各項費用之標準及金額，並按照第19條款規定的方式不時通知本卡持有人。

13. 抵銷權

- 13.01 本銀行可隨時(不論因任何原因及不需將該等原因事先通知本卡持有人)在不需知會本卡持有人的情況下行使權利,綜合本卡持有人所有的存款或戶口,並將其在本卡賬戶或與本銀行開設並保持之其他賬戶(包括其他信用卡或存款賬戶)之存款抵銷或轉移以償還本卡持有人就在本卡賬戶內對本銀行的欠債。
- 13.02 本銀行會在行使上述第13.01條款內說明之權利後儘快通知本卡持有人。

14. 未經授權之交易

- 14.01 就算在其他合約、結單或文件中載有相反之內容,本卡持有人同意審核本卡賬戶月結單,並在月結單發出日期起九十(90)日內向本銀行呈報任何記錄在月結單上的任何錯誤或未經授權交易,並立刻以書面通知本銀行,詳列該錯誤或未經授權交易之細節,並提供任何證明文件及解釋該交易乃在未經本卡持有人授權下進行。若本卡持有人未在上述的九十日限期內向本銀行呈報出現任何此等問題,本銀行將視該本卡賬戶月結單為最終及不可推翻的,而本卡持有人其後不得提出任何異議,但以下情況除外:
- (a) 該未經授權交易乃因包括本卡持有人的任何員工、代理人或僱員在內之任何第三方之偽造或欺詐造成,並且本銀行未能就此合理謹慎及適當地防範;
- (b) 該未經授權交易乃因本銀行的任何員工、代理人或僱員之偽造或欺詐造成;或
- (c) 該未經授權交易乃因本銀行或本銀行任何員工、代理人或僱員之失責或疏忽造成。
- 14.02 倘若本卡持有人依據上述第14.01條款呈報未經授權交易,本銀行同意除了在其控制範圍以外的情況下,本銀行將在收到本卡持有人首次呈報後九十日內完成對該未經授權交易的調查。
- 14.03 本銀行將於調查完成後向本卡持有人提供一份是否存在未經授權交易之說明,並在適當的情況下提供有關書面證據之副本。若調查確實發現未經授權交易乃存在及屬實,則本銀行同意儘快作出有關更正及向本卡持有人發出更正通知,並將修訂其後的本月月結單,從中將未經授權交易刪除。
- 14.04 本銀行可全權決定及在不需負上任何責任下不批准或拒絕接納任何經使用本卡所擬進行之交易。此等決定均對本卡持有人屬總結性及具約束力。本銀行可在作出此等決定前要求本卡持有人提供其個人資料包括但不限於其僱主姓名及地址,其住宅地址及聯絡電話/傳真號碼或其他資料,以便審核及更新資料。

15. 責任承擔

- 15.01 本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、損害及/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。
- 15.02 本銀行將不會就任何商戶拒絕接受或接納本卡負責,同時就商戶所提供予本卡持有人之商品及/或服務的品質等亦不會負上任何責任。本卡持有人如有任何投訴,應與有關商戶直接解決,而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。退款協議在本銀行接獲有關退款或調整價格之商戶已蓋印及簽署的正式發行退款票據後才會記入本卡賬戶。
- 15.03 對於任何經使用本卡進行之交易因任何原因不被接納或順利進行或任何櫃員機及/或授權終端機發生故障或停止運作所產生之所有後果,本銀行及/或銀網網絡之會員銀行概不負責。
- 15.04 不論在任何情況下,本銀行概不會就其直接或間接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、其員工、代理人、承辦商或分承辦商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。
- 15.05 對於一切因本銀行在本卡持有人之本卡賬戶或其他在本銀行設立之賬戶內(無論對錯)凍結金額以便任何交易得以成功進行所產生之一切損失,本銀行概不負責。
- 15.06 本卡持有人同意,若本卡持有人作出任何欺詐行為或有嚴重失責,本卡持有人將接受因此而引致使用本卡的損失之全部責任,為排除任何疑慮,未能根據第9.02條款之規定保障私人密碼亦將構成嚴重失責。
- 15.07 儘管本卡持有人沒有簽署任何銷售票據及/或本卡賬戶已經被取消及/或本卡賬戶沒有足夠的款項,本卡持有人將必須就所有透過使用本卡執行或認可的交易負責。不需本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,互聯網指示、電話指示、傳真指示、郵遞指示、經常發生之交易、在櫃員機(不管是否本銀行之裝置)、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本卡。除明顯的錯誤外,本銀行所有交易及費用的記錄及月結單均具決定性,而本卡持有人必須就其負責。
- 15.08 本卡持有人須繳付因促使任何交易得以順利進行而在本卡賬戶或其在本銀行開設之賬戶內產生透支而帶來之(合約性與否)利息。
- 15.09 本卡持有人須負責繳付其本卡無論在自願性或非自願性情況下被終止後產生之所有經常發生之交易金額。本卡持有人須直接與商戶或其他經本卡賬戶予以直接付款之人士安排取消上述經常發生之交易指令。
- 15.10 本銀行將對在以下情況產生的損失負責:-
- (a) 如本卡持有人未有收到本卡而本卡被不知名人士盜用;
- (b) 當本銀行收到本卡持有人有關本卡/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本卡持有人授權的交易;
- (c) 在不影響第15.03及15.04條款運作下,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本卡持有人直接受損(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) 交易是經由偽造的本卡所產生。
- 15.11 本銀行在15.10條款下之責任只限於賠償該等被錯誤地記入本卡賬戶之金額及有關此等金額之利息。

16. 擁有權

- 16.01 本卡將持續為本銀行之專有財產。本銀行可隨時在沒有給予本卡持有人事前通知及理由的情況下自行取消有關本卡及本卡賬戶。本銀行將不需就因取消有關本卡及本卡賬戶有關,又或因而導致的任何事宜負責。

17. 終止本卡服務

- 17.01 本卡持有人同意:在本銀行作出要求時,將立即無條件及無權益保留地向本銀行交還本卡。本卡持有人可隨時透過書面通知及交回所有就本卡賬戶發出的本卡予本銀行以終止本卡賬戶。
- 17.02 倘若不論任何理由,本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,本銀行有權自行隨時在沒有事前通知及不論有否任何原因的情況下,撤銷本卡及/或連同本卡提供的任何服務或計劃,及/或終止本卡持有人使用本卡。本銀行隨之可展開法律行動以追討有關本卡賬戶之費用清還及所有尚未清還的款項。若本銀行未能,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。
- 17.03 本銀行可隨時在給予客戶預先合理通知的情況下取消本卡並終止本卡賬戶,而毋須給予本卡持有人理由。對於因該等取消或終止而引起的或與之有關的任何事項,本銀行概不負責。

18. 遺失本卡

- 18.01 倘若本卡被遺失或被竊,本卡持有人必須即時或於合理可行情況下盡快向本銀行之信用卡中心報失,並於其後立即向當地警方報案及取得一份遺失報案書。本卡持有人其後還應立即向本銀行書面確認該宗遺失或盜竊事件,並附上上述遺失報案書。
- 18.02 本卡持有人將需要向本銀行就本銀行獲知會有關本卡已被遺失或盜竊前由任何第三者使用本卡所執行的各宗交易(包括未經授權交易)負責,惟若本卡持有人未有欺騙行為或嚴重疏忽,或者並非未通知本銀行,則本卡持有人之最大賠償責任不超過港幣五百元正。此港幣五百元限制只限於關於本卡簽賬款項的損失(如有),但不包括現金提取。其後,本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地小心謹慎地保管本卡及私人密碼,並且立即向本銀行/當地警方報知本卡的失竊。
- 18.03 為避免任何疑慮,若本卡持有人被證明有欺騙行為,疏忽或未能於合理可行情況下立即通知本銀行,或者於出現遺失或盜竊時未能採取或履行第9及第18條款中所列之安全措施及義務,因而直接或間接致使出現該遺失,本卡持有人須承擔全部損失。

19. 修訂條款及條件

- 19.01 本銀行保留有隨時修訂這些條款、條件及費用的權利。任何該等修訂在本銀行已採用其認為適當而合理的方式向本卡持有人發出通知起三十日後便生效,惟就將會影響任何費用以及本卡持有人之義務及責任的修訂或變更,若超出了本銀行可合理控制的範圍,通知期可以縮短。
- 19.02 本卡持有人在收到該等通知後,有權拒絕接納修訂或變更,並取消本卡及終止本卡賬戶,惟須受制於及不影響取消本卡及終止本卡賬戶前已產生的任何責任。取消本卡後,本銀行於本卡持有人書面提出要求後,按比例將未用完的年費或本銀行不時指定的其他金額退還給本卡持卡人。

20. 個人資料(私隱)條例

- 本「條例」之目的乃在於保障一個在世的個別人士保留個人私隱的權利。本銀行經由電腦或人手從申請或以其他方式收集及記錄有關本卡持有人的任何資料,均會備受本「條例」規定制約。收集有關的資料已在本「條例」內被定義為「個人資料」。本「條例」旨在規制「個人資料」的收集、持有、處理及使用。在本條款內,「個人資料」將被稱為「資料」。
- (a) 本卡持有人需就開立及繼續使用賬戶,以及為獲得及繼續使用銀行信貸、信用卡信貸以及為獲得提供銀行及財務服務,不時向本銀行提供資料;
- (b) 如若不能向本銀行提供該等資料,本銀行將不能開立賬戶或使之延續,又或讓其獲得或繼續使用銀行信貸、信用卡信貸或扣賬卡服務以及為其提供銀行及財務服務。
- (c) 在本卡持有人與本銀行的正常業務往來過程中,本卡持有人亦會被要求作出資料提供。例如:當本卡持有人簽發支票、存款、使用電話銀行服務,又或於自動櫃員機進行交易或其他財務交易。
- (d) 有關本卡持有人資料將可能會用於下列用途:
- (i) 為向本卡持有人提供銀行及財務服務以及信用卡信貸和扣賬卡服務的日常工作;
- (ii) 進行信貸及借貸調查;
- (iii) 協助其他財務機構或銀行進行信貸調查;
- (iv) 確定本卡持有人的信用維持良好;
- (v) 為本卡持有人設計財務或有關產品;
- (vi) 推銷財務服務或有關產品及服務;
- (vii) 判定本卡持有人對銀行或銀行對本卡持有人的債務;
- (viii) 從本卡持有人以及為本卡持有人的責任承擔而提供擔保或抵押的人士追收欠款;
- (ix) 根據銀行及其分行須遵守的條例要求而作出披露;
- (x) 進行核對;及
- (xi) 一切與上述有聯繫、有附帶性及有關的用途。
- (e) 由銀行所持有的本卡持有人資料,將不會影響銀行對資料保密的責任,同時本銀行會繼續按照其內部保安政策及由香港政府發出的指引盡量將之保密及予以安全保管,惟本銀行可將該等資料提供予:
- (i) 任何就本銀行的業務營運向本銀行提供有關的行政、資訊、電腦、付款、收賬、法律及證券結算、技術支援或其他服務的代理商、承辦人、收賬代理或提供第三者服務的公司(包括律師行);
- (ii) 本銀行的任何其他分行或營業網點,包括本銀行的任何附屬機構;
- (iii) 任何其他有責任為本銀行保密的人士,包括一間已承諾將該等資料保密的本銀行之集團公司;
- (iv) 任何與本卡持有人或本銀行有或擬有交易的財務機構、銀行、信貸查詢公司(不論在香港或其他地方),以使該財務機構、銀行、信貸查詢公司能就本卡持有人作出信貸調查或編制信貸報告(視乎情形而定);及
- (v) 本銀行的任何實在或建議受讓人,或者本銀行在本合約項下對本卡持有人的權利的分享人或受讓人。
- (f) 根據及按照本「條例」之條款,任何個別人士均:
- (i) 有權查核本銀行有否持有與其有關之資料以及有權查閱該等資料;
- (ii) 有權要求本銀行更正與其有關之不正確的資料;及
- (iii) 有權確實知道本銀行就資料採取之政策及實際運用以及獲得本銀行知會就其持有的個人資料的性質。
- (g) 按照本「條例」之條款,本銀行有權就處理任何查閱資料的要求徵收一項合理的費用。
- (h) 查閱或更正資料,又或查閱本銀行政策及實際應用以及所持資料性質的要求,可發送至下列人士:
- 資料保護主任
香港德輔道中三十八號
富邦銀行(香港)有限公司

21. 其他事項

- 21.01 本銀行有權聘請收賬代理、律師行及/或機構為其收取有關本卡賬戶到期但尚未支付的任何費用及所有尚未清還的款項。本銀行於此獲得本卡持有人予以不可撤回的授權讓其向該等收賬代理、律師行及機構公開有關本卡持有人、本卡及本卡賬戶所持之任何及所有資料。本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/或機構而合理情況下引致及需繳付的所有合理費用及開支。
- 21.02 倘若本銀行採取法律或收賬行動,以尋求回本卡持有人在在本卡賬戶下應予支付的任何款額及/或由於本卡持有人違反本合約下之任何條款或條件所導致的損害賠償及其他法律補救方法而需支付任何法律費用或其他開支,本卡持有人必須向本銀行全數付還本銀行就此合理而招致之所有合理費用及開支(包括法律費用)以及墊支費用,並且不可作任何扣除。若屬採取法律行動,其費用金額可由法院裁定或評定(若需要),或由本卡持有人及本銀行之間同意。
- 21.03 經本卡持有人書面要求,本銀行將向本卡持有人提供第21.01條款及第21.02條款中規定的費用、收費、支出及墊支費用之詳細資料。
- 21.04 本卡持有人的職業、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,倘若本卡持有人將會或可能離開香港三十天以上,本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清付其本卡賬戶內到期應支付予本銀行的所有款項。
- 21.05 本卡持有人同意並接受,本銀行可錄下本卡持有人與本銀行任何職員之間的電話通話,且該等記錄可在因本合約及本卡有關事項引起的任何爭議中,用作決定性的證據。

22. 法律及語言

- 22.01 本合約將受香港特別行政區法律管轄及按其加以詮釋。雙方同意服從香港法院之獨有管轄權。
- 22.02 本合約之中文版本祇提供作參考用途。若中、英文版本之間存在任何歧異,概以英文版本為準。

重要提示

倘若閣下的WISA/戶口扣賬卡遺失或被盜竊,請即致電24小時報失卡熱線2512-1131與我們聯絡。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,發送電報到60996 FUBON HX又或與任何當地的WISA會員銀行聯絡。在報失時,本卡持有人可能需要提供令人滿意的證據以證明其身份。本卡持有人應於電話報失後的四十八(48)小時之內向本銀行書面確認本卡遺失或被竊。