

交通銀行太平洋信用卡持卡人合約之主要條款及條件摘要

SUMMARY OF MAJOR TERMS AND CONDITION OF BANK OF COMMUNICATIONS PACIFIC CREDIT CARD CARDHOLDER AGREEMENT

持卡人接納及同意受交通銀行太平洋信用卡持卡人合約（「合約」）的所有條款及條件所約束。合約中部份須特別注意的條款及條件摘要如下僅供參考，持卡人必須詳閱合約條款及條件的全文，一切條款及條件以合約全文為準。

1. 持卡人於信用卡上簽署或使用信用卡或啟動信用卡（信用卡亦包括網上卡），將構成持卡人接受本合約的所有條款及條件並同意受其約束之不可推翻的確認。持卡人若透過電話銀行及/或網上銀行服務或客戶服務熱線（852）223 95559 進行信用卡確認及啟動程序，即表示持卡人接受並同意受銀行的綜合服務總條款有關電話銀行及/或網上銀行此等服務的所有條款及條件所約束。銀行的綜合服務總條款可於銀行分行索取，持卡人亦可於銀行的網站（網址www.hk.bankcomm.com）瀏覽。若持卡人接受電話銀行及/或網上銀行服務，持卡人需親臨銀行分行申請取消電話銀行及/或網上銀行服務。
2. 持卡人必須將信用卡安全保管及將私人密碼保密，並即時銷毀私人密碼通知書正本。持卡人不可將私人密碼披露予任何第三者或准許任何第三者使用信用卡或私人密碼。持卡人不可在信用卡上或與信用卡賬戶號碼放在一起或任何其他經常與信用卡放在一起或放在信用卡附近的物件上寫上私人密碼。持卡人不可直接寫下或記下私人密碼而不加掩護。持卡人應就私人密碼被披露或遭任何他人所知悉及/或有任何未經授權使用信用卡報告交通銀行（香港）有限公司（「銀行」）。
3. 持卡人須不時向銀行提供證明其身份的自我證明書（其形式由銀行訂明）和銀行為進行盡職調查及識別程序，及為符合任何適用法律或任何施加在銀行或其任一集團公司的責任而要求持卡人提供的其他文件及資料。若因任何情況的改變而導致任何已向銀行提供的資料有所改變，或任何持卡人狀況上的改變（包括國籍、稅務居民身分、居所、居住地址及郵寄地址、電話號碼、傳真號碼及電郵地址），持卡人須以書面形式及時通知銀行。
4. 持卡人須確保信用卡賬戶的結餘在任何時候均不超過（以金額較低者為準）(a) 50,000 美元或其等值金額（由銀行絕對地決定）；或 (b) 港幣 390,000 元（如任何結餘為非港幣結餘，其等值港幣金額（由銀行絕對地決定）以作計算）。若持卡人違反此規定，銀行有權（但沒有責任）於任何時間在毋需作出通知的情況下取消信用卡及終止信用卡賬戶。
5. 如持卡人同時持有超過一張信用卡，持卡人所有持有的信用卡可共用銀行不時（絕對酌情）決定之共用信用限額。持卡人不可不時向銀行申請設定一個銀行不時（絕對酌情）決定之信用限額上限予任何一張持卡人的信用卡，唯所有持卡人持有的信用卡的信用限額在任何時間不得超過上述之共用信用限額。每當持卡人開設一網上賬戶，一個由銀行決定之信用限額便會分配給該網上賬戶。上述共用信用限額不適用於網上卡的信用限額，網上卡的信用限額將由銀行另行決定，唯所有持卡人持有的信用卡（包括網上卡）的信用限額在任何時間不得超過上述共用信用限額。根據網上賬戶的信用限額及本合約之條款，持卡人可隨時在獲得銀行批准後用銀行不時決定的方法為該網上賬戶訂立一個信用限額以內的從屬限額。
6. 持卡人須負責按時及或在銀行要求時立即支付任何欠額。若持卡人於到期繳款日仍未有繳付所規定之最低還款額，持卡人須支付逾期收費。倘若任何持卡人須按適用法律要求作出任何扣減或不予支付，持卡人必須迅速向銀行繳付一筆額外款項，以使銀行所收之淨額相等於並無該項扣減或不予支付時銀行應收之全數金額。所有繳付之額外款項，均不應視為利息，而應視為約定的賠償。
7. 如銀行批准及主卡持卡人同意遵守銀行不時訂立之條件及條款及繳付有關費用及支出，主卡持卡人可以分期付款形式償還其信用卡賬戶下之欠款。
8. 如銀行批准及主卡持卡人同意遵守銀行不時訂立之條件及條款及繳付有關費用及支出，主卡持卡人可以轉賬其應支付予其他認可金融機構無論以信用卡或私人借貸形式欠下之欠款到信用卡賬戶。
9. 如遇持卡人欠賬的情況，持卡人須負責支付銀行在執行及追討債項時所招致之一切合理費用及開支。
10. 持卡人不得將信用卡用作任何違法用途，並保證所有向銀行提供的資料在所有要項上是真實及準確的，亦沒有遺漏重要事實。持卡人違反規定而未有履行其於合約下的承諾及責任，或持卡人在合約或任何其他提供給銀行的文件（包括自我證明書）中所作出的任何聲明、保證或陳述，在作出或視為作出時是或已經證明是不正確或具誤導性，因上述情況而令銀行招致之一切損失、損害、責任、費用及開支，持卡人須徹底負責及彌償銀行因此所招致之一切損失、損害、責任、費用及開支。
11. 倘若持卡人沒有欺詐行為或嚴重疏忽或沒有在發現信用卡遺失或被竊後未有在合理及切實可行的情況下通知銀行報失，則持卡人對信用卡遺失、被竊或被未經授權使用所負責任上限為HK\$500。若持卡人沒有欺詐行為或嚴重疏忽，則持卡人須對信用卡遺失、被竊或被未經授權使用而產生或有關的一切損失及損害負全責，及持卡人須彌償銀行因此所招致之一切損失、損害、責任、費用及開支。
12. 持卡人須負責審閱及核對銀行向其發出的任何通知書、賬戶結單或確認書的每一項，該定期結單可以電子形式通過網上銀行服務獲取，並在發現任何項有錯誤、不妥及/或為未經授權的交易時立即以書面通知銀行。除非銀行於通知書、賬戶結單或確認書日期起計60天內收到持卡人的上述書面通知，否則銀行的通知書、賬戶結單或確認書內所載之紀錄將在任何方面視作不可推翻的。
13. 銀行有權於任何時候及毋須事先通知將(a)主卡持卡人於銀行開立之任何銀行結存款項，不論該款項是單獨或與其他共同持有，不論是往來、活期儲蓄或定期存款，亦不論是港幣或任何其他貨幣，用作抵銷償還其信用卡賬戶銀行的總債項（不論是因其本身使用信用卡或附屬卡持卡人使用其信用卡所導致的）；或(b)附屬卡持卡人於銀行開立之任何賬戶結存款項，不論該款項是單獨或與其他共同持有，不論是往來、活期儲蓄或定期存款，亦不論是港幣或任何其他貨幣，用作抵銷償還其本身使用信用卡而銀行的總債項。為抵銷款項，銀行可按其決定的兌換率或時間將任何非港幣貨幣兌換作港幣。
14. 如銀行根據適用法律的要求需就任何對持卡人的應付款項作出扣減或不予支付，銀行有權在扣減或不予支付或其他原因而增加持卡人應付的情況下作出以上行為。銀行毋需就該等扣減或不予支付或其他原因而增加持卡人任何損失向其作出賠償。銀行就該等扣減或不予支付的適用性所作出的決定對持卡人具有約束力，而在其作出該決定之前，銀行擁有絕對的酌情權去將任何該等款項存入雜項賬戶或其他賬戶及/或以銀行認為適合的方式保留該等款項。
15. 主卡持卡人須對透過使用主卡及/或附屬卡進行的任何及所有交易/或由主卡持卡人及/或附屬卡持卡人招致的債務及責任向銀行承擔責任。附屬卡持卡人應只對其透過使用其附屬卡進行的任何及所有交易及/或由其招致的債務及責任向銀行承擔責任。
16. 持卡人根據合約應付之一切費用、收費及利息之詳情已載於收費表內，持卡人須按收費表支付款項（收費表可於銀行的任何分行索取或書面索取）。銀行可不時按照合約條款向持卡人發出通知後修改收費表。
17. 持卡人可隨時向銀行發出不少於14天前書面通知取消信用卡及終止信用卡賬戶，惟儘管信用卡已被取消或信用卡賬戶已被終止，持卡人仍須負責一切透過使用信用卡所進行之交易，直至全數付清在合約項下之一切款項。於主卡終止後，據其發出的所有附屬卡將即時自動終止。持卡人若不接受銀行對合約及/或收費表之任何修訂，則持卡人須以前述方式終止合約。
18. 本中文版僅供參考，若中、英文版有任何矛盾或歧異，概以英文版為準。

以上持卡人合約全文詳情可於銀行網頁www.hk.bankcomm.com下載。
交通銀行（香港）有限公司（交通銀行股份有限公司全資附屬公司）

Cardholder(s) accept(s) and agree(s) to be bound by all the terms and conditions of Bank of Communications Pacific Credit Card Cardholder Agreement (the "Agreement"). Certain terms and conditions of the Agreement are summarized below for reference only. Cardholder(s) should read the FULL terms and conditions of the Agreement which shall prevail.

1. The use or activation of the Credit Card which also includes the Internet Card (the "Card") by the Cardholder or the signing by the Cardholder on the Card shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by all the terms and conditions of this Agreement. If the Cardholder confirms and activates the Card through the Phone Banking and/ or Internet Banking Services or Customer Services Hotlines (852) 223 95559, the Cardholder is deemed to have accepted and agreed to be bound also by all the terms and conditions of the Bank's General Terms and Conditions for Banking Services relating to Phone Banking and/ or Internet Banking Services. Copies of the Bank's General Terms and Conditions for Banking Services are available at all branches of the Bank, and in the Bank's website at www.hk.bankcomm.com. If the Cardholder does not accept the Phone Banking and/ or Internet Banking Services, the Cardholder should apply to the branches of the Bank in person, to cancel the Phone Banking and/ or Internet Banking Services.
2. Cardholder(s) shall keep the Card(s) safely and the personal identification number(s) ("PIN") secret and destroy the original printed copy of the PIN(s) immediately. Cardholder(s) must not disclose the PIN(s) to any third party or allow any third party to use the Card(s) or the PIN(s). Cardholder(s) must never write down the PIN(s) on the Card(s) or together with the card account number or on anything usually kept with or near the card(s). Cardholder(s) must not write down or record the PIN(s) without disguising the same. Cardholder(s) shall report to Bank of Communications (Hong Kong) Limited (the "Bank") if the PIN(s) is/are disclosed or known to any other person and/or upon unauthorized use of the Card(s).
3. Cardholder(s) shall supply to the Bank from time to time a self-certification as to the status of the Cardholder(s) in the Bank's prescribed form and such other documentation and information as the Bank may require for the purpose of performing its due diligence and identification procedures and for compliance with all applicable laws or all other obligations imposed on the Bank or any of its group of companies. If there is any change in circumstances that results in any change in any information furnished to the Bank or any change in the status of the Cardholder(s) (including any change in nationality, tax residence status or residence status, residence address and mailing address, telephone or facsimile number and email address), the Cardholder(s) shall promptly notify the Bank in writing.
4. The Cardholder shall ensure that the credit balance of the Card Account will not at any time exceed the amount of (a) US\$50,000 or its equivalent amount in HK Dollars (as determined by the Bank absolutely); or (b) HK\$390,000 (and if any credit balance is in a currency other than HK Dollars, its equivalent amount in HK Dollars (as determined by the Bank absolutely) for the purpose of calculation), whichever amount is less. The Bank shall be entitled (but not obliged) to cancel the Card and terminate the Card Account at any time without notice if the Cardholder is in breach of this obligation.
5. Where the Cardholder has more than one Card issued by the Bank, the total combined credit limit as from time to time approved by the Bank (at its absolute discretion) for the Cardholder for the use of his/her Cards shall be available to the Cardholder under any of the Cards so held by the Cardholder. Where an Internet Account has been opened for the Cardholder, a credit limit in such amount as determined by the Bank will be assigned to the Internet Account. The total combined credit limit available to the Cardholder for his/her Cards as aforesaid shall not be applicable to the Internet Card, which credit limit shall be subject to such amount as separately assigned by the Bank provided that at all times the credit utilized by the Cardholder in all of his/her Cards (including the Internet Card) shall not exceed the total combined credit limit. Subject to the credit limit of the Internet Account and the terms and conditions of the Agreement, the Cardholder may from time to time set a sub-limit within the said credit limit of the Internet Account subject to the approval of the Bank by such means as from time to time determined by the Bank.
6. Cardholder(s) is/are responsible for repaying any outstanding balance on time and/or immediately upon demand by the Bank and Cardholder(s) is/are liable for late charges if the required minimum payment is not made on or before the payment due date. If any Cardholder is required by any applicable law to make any deduction or withholding, the Cardholder shall promptly pay to the Bank such additional amount as will result in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no deduction or withholding. Any additional amount paid shall not be treated as interest but as agreed compensation.
7. The Principal Cardholder may if approved by the Bank repay the debit balances outstanding under his/her Card Account by instalments subject to such terms and conditions and the payment of such fees and charges as the Bank may from time to time determine.
8. The Principal Cardholder may if approved by the Bank transfer his/her debit balances due to other authorised financial institutions in respect of credit cards or personal loans of whatever nature acceptable to the Bank to the Card Account subject to such terms and conditions and the payment of such fees and charges as the Bank may from time to time determine.
9. In the event that the Cardholder(s) defaulted in payment, the Cardholder(s) is/are liable to pay all reasonable costs and expenses incurred by the Bank in the enforcement and recovery of the debts.
10. Cardholder(s) shall not use the Card(s) for any illegal purpose and warrant that all information furnished to the Bank is true and accurate in all respects and does not omit material facts. Cardholder(s) shall be fully liable for and indemnify the Bank against all losses, damages, liabilities, costs and expenses incurred by the Bank as a result of breach by the Cardholder(s) in the discharge or performance of his/her undertakings and obligations in the Agreement or any representation, warranty or statement by the Cardholder(s) in the Agreement or any other document (including self-certification) provided to the Bank is or proves to have been incorrect or misleading when made or deemed to be made.
11. Provided that the Cardholder(s) has/have not acted fraudulently, with gross negligence or has/have not otherwise failed to inform the Bank as soon as reasonably practicable after having found that the Card(s) has/have been lost or stolen, the maximum liability of the Cardholder(s) for loss, theft or unauthorized use of Card(s) will be HK\$500. If the Cardholder(s) acts fraudulently or with gross negligence, the Cardholder(s) shall be fully responsible for all loss and damage arising out of or in connection with the loss, theft and/or unauthorized use of Card(s) and shall indemnify the Bank against all losses, damages, liabilities, costs and expenses incurred by the Bank as a result thereof.
12. Cardholder(s) shall examine and verify the correctness of every entry in any advice, statement of account or confirmation issued by the Bank to the Cardholder(s) which may be in electronic form accessible through the Internet Banking Services and to notify the Bank immediately in writing of any wrongful, irregular and/or unauthorized entry or transaction. The advice, statement of account or confirmation shall in all respects be conclusive unless the Bank receives within 60 days from the date of such advice, statement of account or confirmation such a notification in writing from the Cardholder(s).
13. The Bank is entitled to set off, at any time and without prior notice, (a) the credit balance in any account(s) of the Principal Cardholder, whether held singly or jointly with other(s) and whether on current savings or time deposit and whether in Hong Kong dollars or any other currency in or towards discharge of the total amount due to the Bank against the debit balance of the Card account(s) (be it attributable to the Principal Cardholder's own use or the Supplementary Cardholder(s) use of a Card) or (b) the credit balance in any account(s) of a Supplementary Cardholder, whether held singly or jointly with other(s) and whether on current savings or time deposit and whether in Hong Kong dollars or any other currency in or towards discharge of the total amount due to the Bank against the debit balance of the Card account attributable to his/her own use of a Card. For the purpose of set off of funds, the Bank may convert any other currency into Hong Kong dollars at such rates and at such times as the Bank may determine.
14. If the Bank is required by applicable law to make deduction or withholding from any payment payable to the Cardholder(s), the Bank shall be entitled to do so without consent or further reference to the Cardholder(s). The Bank shall not be required to increase any payment in respect of such deduction or withholding or otherwise compensate the Cardholder(s) for any losses. The Bank's determination as to the applicability of such deduction or withholding requirement shall be binding on the Cardholder(s) and pending its determination, the Bank has the absolute discretion to deposit any such monies into a sundry or other account and/or retain such monies in such manner as the Bank deems appropriate.
15. The Principal Cardholder shall be liable to the Bank for any and all transactions effected through the use of the Principal card and/or the Supplementary card(s) and/or debts and liabilities incurred by the Principal Cardholder and/or the Supplementary Cardholder(s). A Supplementary Cardholder shall only be liable to the Bank for any and all transactions effected through the use of his/her Supplementary card and/or debts and liabilities incurred by him/her.
16. All fees, charges and interests payable by the Cardholder(s) under the Agreement are more particularly set out in and shall be paid according to the Bank's Fees Schedule (copies of which are available at any branch of the Bank or upon written request). The Bank may from time to time revise the Fees Schedule by notifying the changes to the Cardholder(s) in accordance with the terms of the Agreement.
17. The Cardholder(s) may at any time cancel the Card and terminate the Card(s) account by giving not less than 14 days' prior written notice to the Bank, provided that the Cardholder(s) shall remain liable for all transactions effected through the use of the Card(s) notwithstanding such cancellation and/or termination until all sums due under the Agreement are fully paid. Upon termination of a principal card, all supplementary card(s) issued thereto shall be automatically terminated. Cardholder(s) who do(es) not accept any amendment to the Agreement and/or the Fees Schedule proposed by the Bank may terminate the Agreement by the means aforesaid.
18. The Chinese version is for reference only and in the event of any conflicts or discrepancies between the Chinese and English versions, the English version shall prevail.

Please download the full version of the Agreement via the Bank website www.hk.bankcomm.com
Bank of Communications (Hong Kong) Limited (A wholly owned subsidiary of Bank of Communications Co., Ltd.)

交通銀行銀聯雙幣信用卡持卡人合約之主要條款及條件摘要

SUMMARY OF MAJOR TERMS AND CONDITIONS OF BANK OF COMMUNICATIONS CUP DUAL CURRENCY CREDIT CARD CARDHOLDER AGREEMENT

持卡人接納及同意受交通銀行銀聯雙幣信用卡持卡人合約（「合約」）的所有條款及條件所約束。合約中部份須特別注意的條款及條件摘要如下僅供參考，持卡人必須詳閱合約條款及條件的全文，一切條款及條件以合約全文為準。

1. 持卡人於信用卡上簽署或使用信用卡或啟動信用卡（信用卡亦包括網上卡），將構成持卡人接受本合約的所有條款及條件並同意受其約束之不可推翻的確認。持卡人若透過電話銀行及/或網上銀行服務或客戶服務熱線（852）223 95559 進行信用卡認收及啟動程序，即表示持卡人接受並同意受交通銀行（香港）有限公司（「銀行」）的綜合服務總條款有關電話銀行及/或網上銀行此等服務的所有條款及條件所約束。銀行的綜合服務總條款可於銀行分行索取，持卡人亦可在銀行之網站（網址 www.hk.bankcomm.com）瀏覽。若持卡人不同意電話銀行及/或網上銀行服務，持卡人需親臨銀行分行申請取消電話銀行及/或網上銀行服務。
2. 持卡人必須將信用卡安全保管及將私人密碼保密，並即時銷毀私人密碼通知書正本。持卡人不可將私人密碼披露予任何第三者或准許任何第三者使用信用卡或私人密碼。持卡人不可在信用卡上或與信用卡賬戶號碼放在一起或任何其他經常與信用卡放在一起或放在信用卡附近的物件上寫上私人密碼。持卡人不可直接寫下或記下私人密碼而不加掩藏。持卡人應就私人密碼被披露或遭何其他人所知悉及或有任何未經授權使用信用卡報告交通銀行（香港）有限公司（「銀行」）。
3. 持卡人須不時向銀行提供證明其身份的自我證明書（其形式由銀行訂明）和銀行為進行盡職調查及識別程序，及為符合任何適用法律或任何施加在銀行或其任一集團公司的責任而要求持卡人提供的其他文件及資料。若因任何情況的改變而導致任何已向銀行提供的資料有所改變，或任何持卡人狀況上的改變（包括國籍、稅務居民身分、居所、居住地址及郵寄地址、電話號碼、傳真號碼及電郵地址），持卡人須以書面形式及時通知銀行。
4. 持卡人須確保信用卡賬戶的結餘在任何時候均不超過（以金額較低者為準）(a)50,000 美元或其港元等值金額（由銀行絕對地決定）；或(b)港幣390,000元(如任何結餘為非港幣結餘，其等值港幣金額(由銀行絕對地決定)以作計算)。若持卡人違反此規定，銀行有權（但沒有責任）於任何時間在毋需作出通知的情況下取消信用卡及終止信用卡賬戶。
5. 所有以港幣為貨幣單位的信用卡交易，將記入港幣賬戶內。所有以非港幣或非人民幣為貨幣單位的信用卡交易，將會按銀聯於該結算日所釐定的匯率折算為港幣，加上銀行按收費表收取的手續費（如適用），記入港幣賬戶內。
6. 除第7條所述的情況下，所有以人民幣為貨幣單位的信用卡交易，將記入人民幣賬戶內。
7. 由於清算安排，部份以人民幣為貨幣單位的信用卡交易，可能因商戶或財務機構以港幣處理有關信用卡的交易，有關收費將可能記入港幣賬戶內。
8. 除銀行酌情決定接受非港幣付款外，所有在本合約項下，繳付港幣賬戶的付款均須以港幣繳付。如銀行接受非港幣付款，該付款則依照銀行訂明匯率折算港幣後記入港幣賬戶，銀行可就折換該付款收取收費表上列明之外幣兌換手續費（如適用）。償還港幣賬戶後的超額款項，不可用作繳交人民幣賬戶內的結欠。
9. 除銀行酌情決定接受非人民幣付款外，所有在本合約項下，繳付人民幣賬戶的付款均須以人民幣支付。如銀行接受非人民幣付款，該付款則依照銀行訂明匯率折算人民幣後記入人民幣賬戶，銀行可就折換該付款收取收費表上列明之外幣兌換手續費（如適用）。償還人民幣賬戶後的超額款項，不可用作繳交港幣賬戶內的結欠。
10. 港幣賬戶內的結餘，銀行將以港幣退還。人民幣賬戶內的結餘，銀行可按其獨有酌情權決定以港幣（依照銀行訂明匯率折算為港幣）或人民幣於香港境內其指定的地點及方式退還，銀行有權就每次退還結餘按收費表收取手續費（如適用）。
11. 如持卡人同時持有或多於一張信用卡，持卡人持有的信用卡可共用銀行不時（絕對酌情）決定之共用信用限額。持卡人不可不時向銀行申請設定一個銀行不時（絕對酌情）決定之信用限額上限予任何一張持卡人的信用卡，唯所有持卡人持有的信用卡的信用限額在任何時間不得超過上述之共用信用限額。每當持卡人開設一網上賬戶，一個由銀行決定之信用限額便會分配給該網上賬戶。上述共用信用限額不適用於網上卡的信用限額，網上卡的信用限額將由銀行另行決定，唯所有持卡人持有的信用卡（包括網上卡）的信用限額在任何時間不得超過上述共用信用限額。根據網上賬戶的信用限額及本合約之條款，持卡人可隨時在獲得銀行批准後用銀行不時決定的方法為該網上賬戶訂立一個信用限額以內的從屬限額。
12. 持卡人有責任按時及或在銀行要求時立即支付任何結欠。若持卡人於到期繳款日仍未有繳付所規定之最低還款額，持卡人須支付逾期收費。倘若任何持卡人須按適用法律要求作出任何扣減或不予支付，持卡人必須迅速向銀行繳付一筆額外款項，以使銀行所收之淨額相等於並無該項扣減或不予支付時銀行應收之全數金額。所有繳付之額外款項，均不應視為利息，而應視為約定期之賠償。
13. 如銀行批准及主卡持卡人同意遵守銀行不時訂立之條件及條款及繳付有關費用及支出，主卡持卡人可以分期付款形式償還其信用卡賬戶下之欠款。
14. 如銀行批准及主卡持卡人同意遵守銀行不時訂立之條件及條款及繳付有關費用及支出，主卡持卡人可以轉賬其應支付予其他認可金融機構無論以信用卡或私人借貸形式欠下之欠款到信用卡賬戶。
15. 如遇持卡人欠賬的情況，持卡人有責任支付銀行在執行及追討債項時所招致之一切合理費用及開支。
16. 持卡人不得將信用卡用作任何違法用途，並保證所有向銀行提供的資料在所有要項上是真實及準確的，亦沒有遺漏重要事實。持卡人違反規定而未有履行其於合約下的承諾及責任，或持卡人在合約或任何其他提供給銀行的文件（包括自我證明書）中所作出的任何聲明、保證或陳述，在作出或被視為作出時是或已經證明是不正確或具誤導性，因上述情況而令銀行招致之一切損失、損害、責任、費用及開支，持卡人須徹底負責及彌償銀行因此所招致之一切損失、損害、責任、費用及開支。
17. 倘若持卡人沒有欺詐行為或嚴重疏忽或沒有在發現信用卡遺失或被竊後未有在合理及切實可行的情況下通知銀行報失，則持卡人對信用卡遺失、被竊或被未經授權使用所負責任上限為HK\$500。若持卡人有欺詐行為或嚴重疏忽，則持卡人須對因信用卡遺失、被竊或被未經授權使用而產生或有關的一切損失及損害負全責，及持卡人須彌償銀行因此所招致之一切損失、損害、責任、費用及開支。
18. 持卡人有責任審閱及核對銀行向其發出的任何通知書、賬戶結單或確認書的每一記項，該定期結單可以電子形式通過網上銀行服務獲取，並在發現任何記項有錯誤、不妥及/或為未經授權的交易時立刻以書面通知銀行。除非銀行於通知書、賬戶結單或確認書日期起計60天內收到持卡人的上述書面通知，否則銀行的通知書、賬戶結單或確認書內所載之紀錄將在任何方面視作不可推翻的。
19. 銀行有權於任何時候及毋須事先通知將(a)主卡持卡人於銀行開立之任何賬戶結存款項，不論該款項是單獨或與其他人共同持有，不論是往來、活期儲蓄或定期存款，亦不論

是港幣或任何其他貨幣，用作抵銷償還其信用卡賬戶銀行的總債項（不論是因其本身使用信用卡或附屬卡持卡人使用其信用卡所導致的）；或(b)附屬卡持卡人於銀行開立之任何賬戶結存款項，不論該款項是單獨或與其他人共同持有，不論是往來、活期儲蓄或定期存款，亦不論是港幣或任何其他貨幣，用作抵銷償還其本身使用信用卡而銀行的總債項。為抵銷款項，銀行可按其決定的兌換率或時間將任何非港幣貨幣兌換作港幣。

20. 銀行根據適用法律的要求需就任何對持卡人的應付款項作出扣減或不予支付，銀行有權在毋需取得持卡人同意下及毋需知會持卡人的情況下作出以上行為。銀行毋需就該等扣減或不予支付或其他原因而增加任何付款或就持卡人任何損失向其作出賠償。銀行就該等扣減或不予支付的適用性所作出的決定對持卡人具有約束力，而在其作出該決定之前，銀行擁有絕對的酌情權去將任何該等款項存入雜項賬戶或其他賬戶及/或以銀行認為適合的方式保留該等款項。
21. 主卡持卡人須對透過使用主卡及/或附屬卡進行的任何及所有交易/或由主卡持卡人及/或附屬卡持卡人招致的債務及責任向銀行承擔責任。附屬卡持卡人應只對其透過使用其附屬卡進行的任何及所有交易及/或由其招致的債務及責任向銀行承擔責任。
22. 持卡人根據合約應付之一切費用、收費及利息之詳情已載於收費表內，持卡人須按收費表支付款項（收費表可於銀行的任何分行索取或書面索取）。銀行可不時按照合約條款在向持卡人發出通知後修改收費表。
23. 持卡人可隨時向銀行發出不少於14天前書面通知取消信用卡及終止信用卡賬戶，惟儘管信用卡已被取消或信用卡賬戶已被終止，持卡人仍須負責一切透過使用信用卡所進行之交易，直至全數付清在合約項下之一切款項。於主卡終止後，據其發出的所有附屬卡將即時自動終止。持卡人若不接受銀行對合約及/或收費表之任何修訂，則持卡人將以前述方式終止合約。
24. 本中文版僅供參考，若中、英文版有任何矛盾或歧異，概以英文版為準。

以上持卡人合約全文詳情可於銀行網頁 www.hk.bankcomm.com 下載。
交通銀行（香港）有限公司（交通銀行股份有限公司全資附屬公司）

交通銀行銀聯雙幣信用卡持卡人合約之主要條款及條件摘要

SUMMARY OF MAJOR TERMS AND CONDITIONS OF BANK OF COMMUNICATIONS CUP DUAL CURRENCY CREDIT CARD CARDHOLDER AGREEMENT

Cardholder(s) accept(s) and agree(s) to be bound by all the terms and conditions of Bank of Communications CUP Dual Currency Credit Card Cardholder Agreement (the "Agreement"). Certain terms and conditions of the Agreement are summarized below for reference only. Cardholder(s) should read the FULL terms and conditions of the Agreement which shall prevail.

- The use or activation of the Credit Card which also includes the Internet Card (the "Card") by the Cardholder or the signing by the Cardholder on the Card shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by all the terms and conditions of this Agreement. If the Cardholder confirms and activates the Card through the Phone Banking and/ or Internet Banking Services or Customer Services Hotlines (852) 223 95559, the Cardholder is deemed to have accepted and agreed to be bound also by all the terms and conditions of the General Terms and Conditions for Banking Services of the Bank of Communications (Hong Kong) Limited (the "Bank") relating to Phone Banking and/ or Internet Banking Services. Copies of the Bank's General Terms and Conditions for Banking Services are available at all branches of the Bank, and in the Bank's website at www.hk.bankcomm.com. If the Cardholder does not accept the Phone Banking and/ or Internet Banking Services, the Cardholder should apply to the branches of the Bank in person, to cancel the Phone Banking and/ or Internet Banking Services.
- Cardholder(s) shall keep the Card(s) safely and the personal identification number(s) ("PIN") secret and destroy the original printed copy of the PIN(s) immediately. Cardholder(s) must not disclose the PIN(s) to any third party or allow any third party to use the Card(s) or the PIN(s). Cardholder(s) must never write down the PIN(s) on the Card(s) or together with the card account number or on anything usually kept with or near the card(s). Cardholder(s) must not write down or record the PIN(s) without disguising the same. Cardholder(s) shall report to Bank of Communications (Hong Kong) Limited (the "Bank") if the PIN(s) is/are disclosed or known to any other person and/or upon unauthorized use of the Card(s).
- Cardholder(s) shall supply to the Bank from time to time a self-certification as to the status of the Cardholder(s) in the Bank's prescribed form and such other documentation and information as the Bank may require for the purpose of performing its due diligence and identification procedures and for compliance with all applicable laws or all other obligations imposed on the Bank or any of its group of companies. If there is any change in circumstances that results in any change in any information furnished to the Bank or any change in the status of the Cardholder(s) (including any change in nationality, tax residence status or residence status, residence address and mailing address, telephone or facsimile number and email address), the Cardholder(s) shall promptly notify the Bank in writing.
- The Cardholder shall ensure that the credit balance of the Card Account will not at any time exceed the amount of (a) US\$50,000 or its equivalent amount in HK Dollars (as determined by the Bank absolutely); or (b) HK\$390,000 (and if any credit balance is in a currency other than HK Dollars, its equivalent amount in HK Dollars (as determined by the Bank absolutely) for the purpose of calculation), whichever amount is less. The Bank shall be entitled (but not obliged) to cancel the Card and terminate the Card Account at any time without notice if the Cardholder is in breach of this obligation.
- Currencies settled in respect of all Charges incurred in all Card Transactions effected by the use of the Card in HKD will be posted to the HKD Account. Currencies settled in respect of all Charges incurred in all Card Transactions effected by the use of the Card in currencies other than HKD or CNY shall be posted into the HKD Account after conversion into HKD at the prevailing exchange rate determined by reference to the rate of exchange adopted by CUP on the conversion date plus a handling fee (if applicable) charged by the Bank as set out in the Fees Schedule.
- Subject always to Clause 7, Charges incurred in all Card Transactions effected by the use of the Card in CNY will be posted to the CNY Account.
- Charges incurred in certain Card Transactions effected by use of the Card in CNY may be posted to the HKD Account due to the settlement arrangement if the Card Transactions are processed by the merchant establishments or financial institutions in HKD.
- Save and except upon the Bank's discretion to accept payment in currencies other than HKD, all payments made to HKD Account of the Bank pursuant to this Agreement shall be made in HKD. Should the Bank accept payment made in currencies other than HKD, such payment may be credited to the Card Account after conversion into HKD at a rate of exchange adopted by the Bank and will be subject to the payment of a foreign exchange conversion charge (if applicable) as set out in the Fees Schedule. Any excess payment in settlement of HKD Account shall not be used to settle outstanding balance in CNY Account.
- Save and except upon the Bank's discretion to accept payment in currencies other than CNY, all payments made to CNY Account of the Bank pursuant to this Agreement shall be made in CNY. Should the Bank accept payment made in currencies other than CNY, such payment may be credited to the Card Account after conversion into CNY at the rate of exchange adopted by the Bank and will be subject to the payment of a foreign exchange conversion charge (if applicable) as set out in the Fees Schedule. Any excess payment in settlement of CNY Account shall not be used to settle outstanding balance in HKD Account.
- The Bank will refund the credit balance of HKD Account in HKD. The Bank will at its sole discretion to refund the credit balance of CNY Card Account in HKD (at the rate of exchange adopted by the Bank) or CNY at such locations in Hong Kong and in such manner as the Bank may determine. The Bank is entitled to charge any handling fee as set out in the Fees Schedule for each credit balance refund (if applicable).
- Where the Cardholder has more than one Card issued by the Bank, the total combined credit limit as from time to time approved by the Bank (at its absolute discretion) for the Cardholder for the use of his/her Cards shall be available to the Cardholder under any of the Cards so held by the Cardholder. Where an Internet Account has been opened for the Cardholder, a credit limit in such amount as determined by the Bank will be assigned to the Internet Account. The total combined credit limit available to the Cardholder for his/her Cards as aforesaid shall not be applicable to the Internet Card, which credit limit shall be subject to such amount as separately assigned by the Bank provided that at all times the credit utilized by the Cardholder in all of his/her Cards (including the Internet Card) shall not exceed the total combined credit limit. Subject to the credit limit of the Internet Account and the terms and conditions of the Agreement, the Cardholder may from time to time set a sub-limit within the said credit limit of the Internet Account subject to the approval of the Bank by such means as from time to time determined by the Bank.
- Cardholder(s) is/are responsible for repaying any outstanding balance on time and/or immediately upon demand by the Bank and Cardholder(s) is/are liable for late charges if the required minimum payment is not made on or before the payment due date. If any Cardholder is required by any applicable law to make any deduction or withholding, the Cardholder shall promptly pay to the Bank such additional amount as will result in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no deduction or withholding. Any additional amount paid shall not be treated as interest but as agreed compensation.
- The Principal Cardholder may if approved by the Bank repay the debit balances outstanding under his/her Card Account by instalments subject to such terms and conditions and the payment of such fees and charges as the Bank may from time to time determine.
- The Principal Cardholder may if approved by the Bank transfer his/her debit balances due to other authorised financial institutions in respect of credit cards or personal loans of whatever nature acceptable to the Bank to the Card Account subject to such terms and conditions and the payment of

such fees and charges as the Bank may from time to time determine.

- In the event that the Cardholder(s) default(s) in payment, the Cardholder(s) is/are liable to pay all reasonable costs and expenses incurred by the Bank in the enforcement and recovery of the debts.
- Cardholder(s) shall not use the Card(s) for any illegal purpose and warrant that all information furnished to the Bank is true and accurate in all respects and does not omit material facts. Cardholder(s) shall be fully liable for and indemnify the Bank against all losses, damages, liabilities, costs and expenses incurred by the Bank as a result of breach by the Cardholder(s) in the discharge or performance of his/their undertakings and obligations in the Agreement or any representation, warranty or statement by the Cardholder(s) in the Agreement or any other document (including self-certification) provided to the Bank is or proves to have been incorrect or misleading when made or deemed to be made.
- Provided that the Cardholder(s) has/have not acted fraudulently, with gross negligence or has/have not otherwise failed to inform the Bank as soon as reasonably practicable after having found that the Card(s) has/have been lost or stolen, the maximum liability of the Cardholder(s) for loss, theft or unauthorized use of Card(s) will be HK\$500. If the Cardholder(s) act(s) fraudulently or with gross negligence, the Cardholder(s) shall be fully responsible for all loss and damage arising out of or in connection with the loss, theft and/or unauthorized use of Card(s) and shall indemnify the Bank against all losses, damages, liabilities, costs and expenses incurred by the Bank as a result thereof.
- Cardholder(s) shall examine and verify the correctness of every entry in any advice, statement of account or confirmation issued by the Bank to the Cardholder(s) which may be in electronic form accessible through the Internet Banking Services and to notify the Bank immediately in writing of any wrongful, irregular and/or unauthorized entry or transaction. The advice, statement of account or confirmation shall in all respects be conclusive unless the Bank receives within 60 days from the date of such advice, statement of account or confirmation such a notification in writing from the Cardholder(s).
- The Bank is entitled to set off, at any time and without prior notice, (a) the credit balance in any account(s) of the Principal Cardholder, whether held singly or jointly with other(s) and whether on current savings or time deposit and whether in Hong Kong dollars or any other currency in or towards discharge of the total amount due to the Bank against the debit balance of the Card account(s) (be it attributable to the Principal Cardholder's own use or the Supplementary Cardholder(s) use of a Card) or (b) the credit balance in any account(s) of a Supplementary Cardholder, whether held singly or jointly with other(s) and whether on current savings or time deposit and whether in Hong Kong dollars or any other currency in or towards discharge of the total amount due to the Bank against the debit balance of the Card account attributable to his/her own use of a Card. For the purpose of set off of funds, the Bank may convert any other currency into Hong Kong dollars at such rates and at such times as the Bank may determine.
- If the Bank is required by applicable law to make deduction or withholding from any payment payable to the Cardholder(s), the Bank shall be entitled to do so without consent or further reference to the Cardholder(s). The Bank shall not be required to increase any payment in respect of such deduction or withholding or otherwise compensate the Cardholder(s) for any losses. The Bank's determination as to the applicability of such deduction or withholding requirement shall be binding on the Cardholder(s) and pending its determination, the Bank has the absolute discretion to deposit any such monies into a sundry or other account and/or retain such monies in such manner as the Bank deems appropriate.
- The Principal Cardholder shall be liable to the Bank for any and all transactions effected through the use of the Principal card and/or the Supplementary card(s) and/or debts and liabilities incurred by the Principal Cardholder and/or the Supplementary Cardholder(s). A Supplementary Cardholder shall only be liable to the Bank for any and all transactions effected through the use of his/her Supplementary card and/or debts and liabilities incurred by him/her.
- All fees, charges and interests payable by the Cardholder(s) under the Agreement are more particularly set out in and shall be paid according to the Bank's Fees Schedule (copies of which are available at any branch of the Bank or upon written request). The Bank may from time to time revise the Fees Schedule by notifying the changes to the Cardholder(s) in accordance with the terms of the Agreement.
- The Cardholder(s) may at any time cancel the Card and terminate the Card(s) account by giving not less than 14 days' prior written notice to the Bank, provided that the Cardholder(s) shall remain liable for all transactions effected through the use of the Card(s) notwithstanding such cancellation and/or termination until all sums due under the Agreement are fully paid. Upon termination of a principal card, all supplementary card(s) issued thereto shall be automatically terminated. Cardholder(s) who do(es) not accept any amendment to the Agreement and/or the Fees Schedule proposed by the Bank may terminate the Agreement by the means aforesaid.
- The Chinese version is for reference only and in the event of any conflicts or discrepancies between the Chinese and English versions, the English version shall prevail.

Please download the full version of the Agreement via the Bank website www.hk.bankcomm.com.
Bank of Communications (Hong Kong) Limited (A wholly owned subsidiary of Bank of Communications Co., Ltd.)