



Business Card Programme Agreement

The following terms and conditions govern (a) the use by a Cardholder of a Business Card being a Platinum Business MasterCard, a World Business MasterCard or a World Elite Business MasterCard (each a "Card") issued by The Hongkong and Shanghai Banking Corporation Limited (the "Bank") at the request of the Cardholder's employer (the "Company") and (b) the participation of the Company in the Business Card Programme (the "Programme") of the Bank. The Company, by giving any Card to a Cardholder, and the Cardholder, by using his/her Card, will be accepting the terms and conditions set out herein and will be bound by them.

1. Card Issue

- 1.1 The Bank shall issue under the Programme a Card to each employee of the Company as may from time to time be nominated by the Company's authorised officers and accepted by the Bank.
- 1.2 The Bank shall deliver each Card to the Company which shall be responsible for ensuring that each Card is signed by the employee whose name is embossed on the Card (the "Cardholder") immediately upon. The Bank shall be under no responsibility to the Company to ensure that a Cardholder duly complies with this Agreement or take any legal action or proceedings against a Cardholder. The Bank shall be under no responsibility to ensure that the Card is used for any business purpose or within any Cardholder's authority conferred by the Company in respect thereof.

2. Use of Card

- 2.1 Each Cardholder to whom a Card is issued agrees to sign the Card immediately upon receipt and will not permit any other person to use the Card and will at all times safeguard the Card and keep it under the Cardholder's personal control.
- 2.2 Each Cardholder must only use his/her Card during the validity period shown on the Card for amounts which will not cause the credit limit to be exceeded. Any renewal Card received must be signed immediately and kept safe until the start of the period of its validity at which time any existing Card shall be immediately destroyed by the Cardholder cutting it in half. A Card must not be used if suspended by the Bank or cancelled.

- 2.3 Each Card is the property of the Bank, is not transferable and shall be returned to the Bank immediately by the relevant Cardholder upon the Bank's request or upon termination of the relevant Cardholder's present employment or relationship with the Company. The Company shall remain liable for all charges incurred by the Cardholder until such card has been returned to the Bank by the relevant Cardholder.

3. Billing and Accounting

- 3.1 The Bank shall maintain a separate account in respect of each Card (each a "Card Account") to which the value of all purchases of goods or services and of all cash advances effected by use of the Card ("Card Transactions") will be debited and to which the value of credit vouchers issued in respect of the Card will be credited. A Cardholder's failure to sign any sales or cash advance voucher will not relieve the Company's from liability to the Bank.

- 3.2 The Company is liable for all charges and amounts outstanding in the Card Account irrespective of its choice of billing:
 - (i) Where the Company has selected individual billing: The Bank will send to each Cardholder monthly (on the statement date) a Card statement detailing the current total amount outstanding on the Cardholder's Card Account (the "Statement Balance"), the minimum sum to be paid in respect of the Statement Balance as determined by the Bank (the "Minimum Payment Due"), such part of the Minimum Payment Due that is payable immediately and the date by which the remaining payment must be made to the Bank (the "Settlement Date") and simultaneously to the Company a Consolidated Business

Card Programme statement summarizing, inter alia, the Statement Balance, the Minimum Payment Due, such part thereof that is payable immediately and the Settlement Date by which the remaining payment is due for settlement. The Cardholder is responsible for arranging the payment of the Statement Balance by the Company.

- (ii) Where the Company has selected central billing: The Bank will send to each Cardholder a Card statement monthly (on the statement date) detailing the information set out in Clause 3.2(i) and simultaneously to the Company a consolidated Business Card Programme statement detailing, inter alia, in respect of each Card, the Statement Balance, the Minimum Payment Due, such part thereof that is payable immediately and the Settlement Date by which the remaining payment is due for settlement by the Company.
- 3.3 The Bank shall not be liable for any act or omission of any merchant including without limitation any refusal to honour any Card or any defect or deficiency in any goods or services provided. The Company shall pay or the Cardholder shall arrange to pay (the liability to pay lies with the Company) the amount incurred hereunder to the Bank without deduction, despite any claim or dispute which the Company and/or the Cardholder may have against or with a merchant. Any request by mail or telephone made by a Cardholder to a merchant for the supply of goods or services to be charged to the relevant Card shall constitute authority for the merchant to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, if endorsed 'mail order' or 'telephone order' as the case may be, shall be treated as having been duly signed by the Cardholder.
- 3.4 All Card Transactions effected in currencies other than Hong Kong dollars shall be debited to the relevant Card Account after conversion into Hong Kong dollars at a rate of exchange determined by reference to the exchange rate adopted by MasterCard on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by MasterCard to the Bank, if applicable, which fees may be shared with the Bank.
- 3.5 The related Cardholder and/or the Company should notify the Bank's Card Centre of any transaction in any statement that was not authorised by such Cardholder within 60 days of the date of the statement. If the related Cardholder and/or the Company fails to report within the said period, the transaction(s) shown on the statement will be considered correct. Where the related Cardholder and/or the Company reports an unauthorised transaction before the relevant Settlement Date, the Company shall be entitled to withhold payment of the disputed amount. The Bank shall not impose any interest or finance charges on such disputed amount while it is under investigation by the Bank, or make an adverse credit report against the relevant Card Account. If following a good faith investigation by the Bank, the investigation results (which shall be binding on the related Cardholder and the Company) show that the report made by the related Cardholder and/or the Company (as the case may be) is unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period.

4. Management Information

If the Company requests and the Bank agrees, the Bank shall provide the Company with management information by such means and in such form as may be agreed between the Company and the Bank from time to time, on a monthly basis (or such periodic basis as may be agreed) giving, inter alia, details of the transactions undertaken by each Card. The Bank shall have no liability for the loss, corruption, theft of the management information once such information has been dispatched or transmitted.

5. Cash Advances

- 5.1 A Cardholder shall be entitled on presentation of his/her valid Card at selected branches of the Bank (or office of a member of MasterCard) to receive, in the domestic currency of the country in which such advances are made, cash advances in such amounts as shall be specified by the Bank or such member from time to time. The Bank shall not, however, be liable for any refusal by a member of MasterCard to permit a cash advance. Where an ATM function has been incorporated in a Card, the related Cardholder may use the Card to obtain cash advances (which shall be debited to the relevant Card Account) at any automated teller machine ("ATM"). Use of the ATM function shall be subject to the Bank's ATM card Terms and Conditions (for which purpose the Card Account will be 'the Cardholder's

account') in addition to these terms and conditions.

- 5.2 Cash advances shall include all cash withdrawals made from a Card Account including, without limitation, cash withdrawals from any funds earlier transferred or otherwise credited to the Card Account. Cash advances will be subject to a handling charge plus a cash advance fee. All charges are flat and shall be debited to the Card Account as at the date of the advance. No other charges are payable in respect of the cash advance if it is repaid by the Payment Due Date of the Statement on which it is first posted. The Bank may by notice to the Company and/or the Cardholder modify the fee and/or handling charges from time to time.

6. Credit Limits

- 6.1 The Bank shall assign to the Company a Programme credit limit (and/or an individual credit limit for any Card) which may be varied by the Bank from time to time by notice to the Company or without prior notice as provided below. The Company shall allocate the Programme credit limit amongst the Cardholders at its discretion, unless otherwise specified by the Bank. The Company undertakes to ensure that the aggregate of the individual credit limits assigned by it to the Cardholders shall not exceed the Programme credit limit. The Company may apply for a review of the assigned Programme credit limit at any time. The Bank may at its sole discretion (but shall not be obliged to), without prior notice to the Company or any Cardholder, increase an individual credit limit from time to time or permit Card Transactions to be effected in excess of an individual credit limit and the Company and the related Cardholder shall be liable for any related transaction in accordance with the terms of this Agreement. The Company or any Cardholder may choose to opt out of the over-the-limit facility for the relevant Card Account using the Bank's prescribed form. After the opt-out has taken effect, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payments and transaction approved before the opt-out has taken effect yet late posted). The Bank may at its discretion, as a result of a reasonable assessment of the credit risks associated with a Card Account, the Company or a Cardholder based on information available to the Bank, reduce an individual credit limit or the Programme credit limit to such amount as it thinks fit without prior notice to the Company or any Cardholder.
- 6.2 When asked to authorise a transaction the Bank will take into account any restrictions (with regard to credit limits, industry categories, countries or otherwise) on the use of the Card in question as agreed between the Bank and the Company as well as any other transaction already debited to the relevant or any other Card Account within the Programme or for which authorisation has been given.
- 6.3 Any credit limit assigned to a Card Account by the Bank or the Company should be observed by the related Cardholder but it may be varied by the Bank from time to time by notice to the Cardholder and/or the Company or without prior notice in the circumstances described in Clause 6.1.

7. Settlement

- 7.1 (i) Where the Company requests that the Bank do so, the bank will accept payments from Cardholders acting as the Company's agent in settlement of amounts shown on any Statement Balance.
 - (ii) If payment of the whole of the Statement Balance of each Card is received by the Bank on or before the Payment Due Date therefor, no finance charge will be payable in respect of the same.
 - (iii) If the Company fails to pay the Bank the whole of the Statement Balance by the Payment Due Date, a finance charge will be applied (a) to the unpaid Statement Balance from the Statement Date immediately preceding the said Payment Due Date until payment in full and (b) to the amount of each new transaction being posted since the Statement Date immediately preceding the said Payment Due Date, from the transaction date until payment in full. The finance charge will accrue daily and be calculated at the interest rate per month as specified in the Bank's "Commercial Tariffs" for the time being in force.
- (iv) If the Company fails to pay the whole of the Minimum Payment Due in respect of any Card by the Payment Due Date therefor, a further charge will be debited to the related Card Account on the next following statement date.

- (v) Without prejudice to Clause 6, if the Statement Balance (excluding all the fees and charges currently billed to the card statement) in respect of any Card exceeds the credit limit for the time being assigned to the related Card Account, the Bank reserves the right to charge an overlimit handling fee, which will be debited to the related Card Account on the Statement Date.

- (vi) A handling fee will be charged to a Card Account for each returned cheque deposited in, or rejected direct debit to, the Card Account where the cheque or direct debit is not drawn on an account with the Bank.

- 7.2 Any amount owing by the Company to the Bank hereunder shall be payable on demand and the Bank reserves the right to charge interest thereon from the date of demand at its applicable prevailing rate.

- 7.3 The whole of the outstanding balance on a Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to such Card Account will become immediately due and payable in full to the Bank on termination of the use of the related Card.

- 7.4 The whole of the outstanding balance on all Card Accounts, together with the amount of all outstanding Card Transactions effected but not yet charged to the Card Account, and interest thereon at such rate as shall be specified by the Bank, shall become due and payable to the Bank:

- (a) where the Company is an individual, on the Company's bankruptcy or death;
- (b) where the Company is a limited company, if a resolution is passed or an order is made or any other step is taken for the Company's winding-up or if a receiver is appointed over all or any part of the Company's undertaking;
- (c) where the Company is a partnership, if the Company is dissolved;
- (d) at the Bank's discretion, if the Company is in breach of any of these terms and conditions; or
- (e) upon termination of this Agreement for any reason.

- 7.5 The Bank may employ third parties to collect any outstandings. The Company (or its successors) shall be fully responsible for settling any outstandings on the relevant Card Account including without limitation any regular payments, whenever charged or debited to the Card Account, under arrangements which are authorised or set up prior to the date of termination of the use of the related Card or the relevant circumstances described in Clause 7.4 (as the case may be) and will keep the Bank indemnified for all reasonable costs (including legal fees) and expenses reasonably incurred in recovering such outstandings. Pending such payment, the Bank will be entitled to charge finance charges at its prevailing rate(s).

8. Application of Payments

- 8.1 Payments and credits received by the Bank in respect of the Card Account under this Agreement shall be applied by the Bank towards payment of such items and in such order as the Bank considers appropriate without prior reference to the related Cardholder and/or the Company.
- 8.2 The Company and each Cardholder agree that the Bank may debit the Card Account(s) to make a partial or full refund of any credit balance to the Company by any means determined by the Bank, including making transfer to any of the Company's account held with the Bank or sending a cashier's order to the Company's address last notified to the Bank, at any time without prior notice.

9. Liability for Transactions and Card Services

- 9.1 The Company will be wholly liable to the Bank for the value of all Card Transactions effected by the Cardholder (whether voluntarily or otherwise) as well as all amounts properly debited to the Card Account as well as all fees, interest and charges payable under this Agreement. This liability of the Company shall include any transactions undertaken after the cancellation of a Card.
 - 9.2 The loss or theft of any Card, or the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Card, should be reported immediately upon discovery of loss, theft or disclosure (to the Bank's Card Centre in the Hong Kong Special Administrative Region ("Hong Kong"), Tel: 2748 8266 (for World Elite Business MasterCard) or 2748 8288 (for Other Business Cards), or, if overseas, to any member of MasterCard). The Company shall be fully liable for all cash advances effected as a result of the unauthorised use of any such number until notification of its loss, theft or disclosure has been received by the Bank or by a member of MasterCard. In respect

of all other transactions debited to a Card Account as a result of the unauthorised use of a Card ("Non-cash Transactions") until notification of its loss, theft or disclosure has been received by the Bank or by a member of MasterCard, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the Card Account for the Company. The Company shall be fully liable for all Non-cash Transactions debited to the Card Account, without limit, and for all other losses suffered or incurred by the Bank or its service provider if the Cardholder and/or the Company has acted fraudulently or with gross negligence in using the Card or its related facilities and/or services or in safeguarding the related Card or has knowingly (whether voluntarily or otherwise) provided the Card or let the Card be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss, theft or disclosure. Failure to follow any measures to safeguard a Card and any such number or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Company from time to time may be treated as gross negligence on the part of the Cardholder and/or the Company for the above purpose. Should a Cardholder retrieve his/her Card after it has been reported lost or stolen, it must not be used but cut in half and forwarded to the Bank. If a Card is lost or stolen, the related Cardholder shall co-operate with the Bank and the police in their effort to recover the Card.

- 9.3 The Bank shall be under no obligation to issue a replacement Card to any Cardholder following its loss or theft. Any replacement Card will be subject to a handling fee as set out in the Commercial Tariffs or as otherwise notified to the Company and/or the related Cardholder.

- 9.4 The Company shall be fully liable for the obligations of each Cardholder under this Agreement and no other Cardholder shall be liable for the failure of a Cardholder to perform his/her obligations hereunder.

10. General Rights of the Bank

- 10.1 If the Company is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by the Company to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of the Company such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. It shall be the full responsibility of the Company to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Company shall indemnify the Bank for all reasonable foreseeable consequences of the Company's failure to do so.

- 10.2 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may without notice combine or consolidate the outstanding balance on any Card Account with any other account(s) which the Company maintain(s) with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of any liability to the Bank hereunder.

11. Fees and Charges

- 11.1 The Bank's initial and/or periodical fees in respect of each Card will be debited to the relevant Card Account. No fees will be refunded in the event of the cancellation of any or all the Cards. The amounts of fees payable in respect of a Card are as set out in the Commercial Tariffs or as otherwise notified to the Company and/or the related Cardholder.
- 11.2 If the Bank has incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Company or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Company will fully reimburse the Bank for all such legal fees and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to charge finance charges at its prevailing rate(s).
- 11.3 The current amounts or percentages of fees, charges and interest rates referred to herein are as set out in the Commercial Tariffs available at all branches upon request or as otherwise notified to the Company and/or the related Cardholder. If particular services not specified herein are required, other fees and charges as set out in the Commercial Tariffs may apply. The Bank reserves the right to alter these terms and conditions as well as such amounts, percentages or other fees and charges from time to time and

may notify a Cardholder and/or the Company of any such alterations in any manner it thinks fit. Each Cardholder and/or the Company will be bound by such alterations unless the related Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

12. Personal Data

- 12.1 To enable the Bank to consider whether to provide a Cardholder and/or the Company with any services, such Cardholder and/or the Company is required to supply the Bank from time to time with such Cardholder's and/or the Company's (where applicable) personal information ("Personal Data"). Failure to do so may result in the Bank's inability to provide such services.
- 12.2 Without prejudice to the rights of the Bank under any other agreements with the Company and/or the Cardholder, the Personal Data will be used for considering such Cardholder's and/or the Company's request and subject to the Bank agreeing to provide such service, the Personal Data and all other details and all information relating to any transactions or dealings with the Bank will be used in connection with the provision of such service to such Cardholder and/or the Company. The Bank will use, store, transfer (whether within or outside Hong Kong), disclose to, obtain from and/or exchange such Personal Data and such other details and information to, from or with all such persons as the Bank may consider necessary, including without limitation, any member of the HSBC Group or any service provider, for any purpose in connection with services the Bank (or its service provider) may provide such Cardholder and/or the Company, and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against such Cardholder and/or the Company) with other personal data concerning such Cardholder and/or the Company and/or for the purpose of promoting, improving and furthering the provision of services by the Bank/other HSBC Group members/the Bank's service provider to customers generally, and/or other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in Statements, Circulars, Notices or other Terms and Conditions made available by the Bank to such Cardholder and/or the Company from time to time. Where the service provider is situated outside Hong Kong in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information. Each Cardholder and the Company hereby further agree that the Bank's service provider may disclose their Personal Data or any Personal Data collected directly by such service provider from the Cardholder and/or the Company to a third party where such third party is involved in the provision of a service required by such Cardholder and/or the Company and where such disclosure is necessary for the provision of such service.

- 12.3 Each Cardholder and/or the Company (where applicable) has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request may be made in writing and addressed to the Bank's Data Protection Officer at PO Box 72677 Kowloon Central Post Office (email: dfo.enquiry@hsbc.com.hk) or such address and number as may be specified by the Bank from time to time. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable laws and regulations.

13. Termination

- 13.1 A Cardholder and/or the Company may terminate the use of such Cardholder's Card at any time by written notice to the Bank, accompanied by the return of the Card. The Bank may terminate this Agreement with respect to any Card, or terminate, suspend or withdraw any of its services under this Agreement with respect to any Card, at any time without prior notice and without showing cause and by cancelling or not renewing the Card. On being notified that the Bank has terminated its obligations with respect to any Card, the related Cardholder shall return his/her Card to the Bank. Any cancellation of a Card (whether at the related Cardholder's request or otherwise) shall be without prejudice to the liability of the Company in respect of the use of such Card pending settlement of the outstanding balance on the related Card Account.

- 13.2 The Company may terminate this Agreement and its participation in the Programme at any time by written notice to the Bank accompanied by

the return of all the Cards. The Bank may terminate this Agreement and the Company's participation in the Programme, or terminate, suspend or withdraw any of its services under the Programme, at any time without prior notice and without showing cause and by cancelling or not renewing any Card. On being notified that the Bank has terminated this Agreement and the Company's participation in the Programme, the Company will return all the Cards to the Bank.

- 13.3 The Company may at any time request the Bank to cancel or decline to renew any Card. Such request shall be made in writing and accompanied by the Card's return to the Bank. If a Cardholder's employment with the Company is terminated, the Company shall use reasonable endeavors to retrieve the Card from the Cardholder and shall return the Card to the Bank. For the avoidance of doubt, the Company shall be liable for all charges for all Cards irrespective of the Cardholder's relationship with the Company.

14. Notices

- 14.1 The Company must notify, and must ensure that a Cardholder must notify, the Bank's Card Centre promptly in writing of any changes in either the Company's or such Cardholder's address and/or contact details.
- 14.2 Any notice or communication given by the Bank under this Agreement will be deemed to have been received by a Cardholder or the Company (as the case may be) within two days of posting to such Cardholder's or the Company's (as the case may be) address last notified to the Bank.
- 14.3 Any notice, instruction or other communication required to be given in connection with this Agreement by the Company to the Bank shall be in writing and shall be given by delivering it by hand or sending it by ordinary post to such address of the Bank as may be specified by the Bank and shall be deemed given or received when actually received by the Bank.

- 14.4 In respect of any notice, instruction or other communication given by the Company in the form of facsimile ("fax instructions"), which shall be confirmed in each case by an original copy in writing within five days thereafter, the Company confirms that:

- (i) the Bank is authorised to accept and act on any such fax instructions which the Bank in its sole discretion believes emanate from the Company;
- (ii) if the Bank acts in good faith on such fax instruction, then such fax instruction shall be binding on the Company (whether or not such fax instruction was given by person(s) authorised by the Company) and the Bank shall not incur any liability in respect of such fax instruction or be under any duty to verify the identity of the person(s) giving such fax instruction purportedly on the Company's behalf; and
- (iii) the Company shall keep the Bank indemnified against all claims, liabilities, damages, costs and expenses of any kind which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting fax instructions and acting thereon, whether or not the same are confirmed in writing by the Company.

15. General

- 15.1 Any Credit Card instalment plan will be governed by the terms and conditions applicable to the plan available at the merchant outlet where a Cardholder applies for the plan. In case of any conflict between such terms and the terms herein, the former shall prevail.
- 15.2 The utilisation of the services provided by the Bank's Credit Cards Customer Service Hotline for Business Card Programme is governed by the related terms and conditions (for which purpose the "Authorised Person" shall mean any director of the Company or any authorised signatory of the Company's accounts for the time being in the Bank's record or any other person designated by the Company for this purpose) available at the Bank's Card Centre in addition to these terms and conditions.
- 15.3 In the course of providing services, the Bank (or its agent) may need to (but shall not be obliged to) record verbal instructions received from a Cardholder and/or the Company and/or verbal communication between a Cardholder and/or the Company and the Bank (or its agent) in relation to such services.
- 15.4 The Bank reserves the right to destroy any documents relating to any Card Account after microfilming/scanning the same
- 15.5 The Bank may from time to time introduce new products/ services to be made available to the Company and/or a Cardholder, including but not limited to the Mileage Programme and Business Card Rewards Programme,

which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.

- 15.6 No Card shall be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that any Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction.

- 15.7 The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to any Cardholder and/or the Company to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to any Cardholder and/or the Company or any third party for any indirect or consequential losses arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, neither the Bank nor its service provider shall incur any liability as a result of any act or omission of any third party through which any facilities or services to any Cardholder and/or the Company may be made available in the absence of any negligence, willful default or fraud on the part of the Bank or its service provider.

- 15.8 To comply with Paragraph 21 of the Code of Banking Practice and guidance given by the Courts, the Bank needs to obtain the Company's consent before it can provide a copy of summary of the Programme, or information on the Company's outstanding liabilities owed to the Bank, to any guarantor or other third party providing security in respect of the Company's liabilities ("the Surety") or to the Surety's advisers. In addition, if the Bank is obliged to make any formal demand for repayment because the Company has failed to settle an amount due following a customary reminder, the Bank will also need to provide the Surety with a copy of its demand letter. Whether or not the Bank has made a demand, the Bank will also need to provide the Surety with a copy of the latest statement of account and/or to give the Surety details of the Company's outstanding liabilities owed to the Bank, whether actual or contingent. The Company agrees to the Bank providing any of the aforesaid documents or information to the Surety (including any potential Surety), to the Surety's solicitors and other professional advisers. The Company understands that, if this consent is not given, the Bank will be unable to provide or continue to provide the Programme to the Company.

- 15.9 The terms and conditions set out in this Agreement may, at the Bank's sole discretion, be changed from time to time upon giving the Cardholder and the Company prior notice by way of display in the Bank's premises or in the Card statement (and, if applicable, the consolidated statement) or by such other method as the Bank may decide. Each Cardholder and the Company will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

- 15.10 No person other than the Bank, the Company and the Cardholder will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

16. Governing Law

This Agreement will be governed by and construed in accordance with the laws of Hong Kong. Each party irrevocably agrees that the courts of the Hong Kong Special Administrative Region shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Note: In case of discrepancies between the English and Chinese versions of this term and conditions, the English version shall apply and prevail.

Issued by The Hongkong and Shanghai Banking Corporation Limited



公司卡計劃合約

(a) 就香港上海滙豐銀行有限公司（簡稱「本行」）應付卡人僱主（簡稱「僱主」）的要求發出公司卡一即白金公司 MasterCard、環球公司 MasterCard 或環球尊尚公司 MasterCard（簡稱「公司卡」或「卡」）的持卡人對公司卡之使用，及 (b) 公司對於本行公司卡計劃（簡稱「本計劃」）的參與，須受下列條款及細則規限。公司將公司卡給予持卡人，即表示公司已接受本合約並受其約束。持卡人一經使用其公司卡，亦即持卡人表示已接受本合約並受其約束。

1. 發出公司卡

- 1.1 本行按本計劃將向獲公司授權的人士不時提名並獲本行接受的每位僱員發出一張公司卡。
- 1.2 就本行向公司發出的公司卡，公司須負責確保各卡上名字所指的僱員（簡稱「持卡人」）在收卡後立即在卡上簽署。本行並無責任向公司確保任何持卡人妥當地遵守本合約或對任何持卡人採取任何法律行動或程序。本行並無責任確保公司卡的使用乃為任何業務目的或在公司所賦予任何持卡人的權限內使用。

2. 使用公司卡

- 2.1 每位獲發公司卡的持卡人同意在收卡後立即在卡上簽署，並不會將卡轉讓他人使用，並會時刻小心保管公司卡，置之於持卡人的個人控管下。
- 2.2 每位持卡人僅可於其公司卡所示的有效期內使用該卡，而使用金額不得超過信用限額。任何持卡人接獲續期卡後，須立即在卡上簽署，並小心保管。到續期卡有效期開始時，持卡人須將原有卡剪成兩半，立即銷毀。公司卡一經本行停用或取消，即不得使用。
- 2.3 每張卡屬本行所有，不得轉讓，如本行提出要求或持卡人離任現職或終止與公司的關係時，有關持卡人須立即將該卡歸還本行。在有關持卡人把卡歸還本行前，公司仍須對持卡人所招致的全部費用負責。

3. 付賬及計賬

- 3.1 本行會為每張卡設立一個獨立戶口（簡稱每個「卡戶口」）。憑公司卡購買的所有貨物或服務及進行的所有現金貸款（簡稱「卡交易」）的款額，均會從有關卡戶口中扣取，而就公司卡發出的付款憑條的款額則會存入有關卡戶口。即使持卡人並未簽署銷售或現金貸款憑條，有關公司仍不能免除對本行的債務責任。
- 3.2 無論選擇任何一種付賬方式，公司需向所有卡戶口尚未清償的款項及費用負責：
 - (i) 如公司選擇個別付賬：本行將會每月（在結單日）向每位持卡人寄發公司卡月結單，詳列各持卡人的卡戶口目前尚未清償的款項總額（簡稱「結單結欠」），由本行按結單結欠釐定須

予繳付的最低付款額（簡稱「最低付款額」）、最低付款額的立即到期應付部分及須向本行支付餘款的期限（簡稱「結清日」），並同時向公司寄發公司卡計劃綜合月結單，總結（除其他以外）公司卡戶口的結單結欠、最低付款額、最低付款額的立即到期應付部分及結清餘款的結清日期。持卡人需負責安排向本行支付公司的結單結欠。

(ii) 如公司選擇統一付賬：本行將會每月（在結單日）向每位持卡人寄發公司卡月結單，詳列第 3.2(i) 條文所載的資料，並同時向公司寄發公司卡計劃綜合月結單，詳列（除其他以外）各卡戶口的結單結欠、最低付款額、最低付款額的立即到期應付部分及公司到期須結清餘款的結清日期。

3.3 對於任何商戶的所有行為或疏忽（包括但不限於拒絕接納公司卡或所提供的任何貨物或服務有任何缺陷或不足），本行概不負責。即使公司或持卡人對商戶提出或與商戶之間有任何索償或爭議，公司仍需向本行支付或持卡人仍需向本行安排支付所簽賬的全部款額（由公司承擔債務責任）。如持卡人以郵購或電話訂購方式要求商戶提供貨物或服務並以其卡戶口作為支賬戶口，該商戶有權就有關賬項出具銷售憑條，而該銷售憑條（如已註明為「郵購」或「電話訂購」，視乎情況而定）應被視為已由該持卡人正式簽署生效。

3.4 所有並非以港幣計算的卡交易，均會參考萬事達卡於折算當日釐定的匯率，加上本行徵收的百分率，連同萬事達卡向本行收取的交易費用（如適用者，該等交易費用可能與本行攤分）計算，折算為港幣後，從有關卡戶口中扣取。

3.5 如任何月結單上有任何並非由持卡人授權的交易，有關持卡人及/或公司應於該月結單日期起 60 日內通知本行信用卡中心。如有關持卡人及/或公司並未於上述期限內通知本行，列於月結單上的交易將被視為正確論。如有關持卡人及/或公司於有關結清日前報知本行有任何未經授權的交易，則該公司有權暫不支付該有爭議的賬項。本行不會在調查該有爭議的賬項期間，就該賬項徵收任何利息或財務費用，亦不會就此作出對有關卡戶口不利的信用報告。在本行進行誠信調查之後，如調查結果（對有關持卡人及公司具約束力）顯示有關持卡人及/或公司（視乎情況而定）所提出的報告並無根據，則本行保留權利可就該有爭議的賬項再徵收整段期間（包括調查期間）的利息或財務費用。

4. 管理資料

如公司提出要求而獲本行同意，本行將以公司與本行不時協議的方法及形式按月（或雙方協議的週期）向公司提供管理資料，列出（除其他以外）所有公司卡的交易詳情。該等管理資料在發出或傳送後如有遺失、損壞或被竊，本行毋須承擔責任。

5. 現金貸款

- 5.1 任何持卡人出示其有效公司卡，即有權於本行的特定分行（或萬事達卡成員的辦事處）以提取貸款所在國家的當地貨幣收取現金貸款，限額由本行或上述成員不時規定。惟如萬事達卡成員拒絕作出現金貸款，本行毋須負責。如任何公司卡附有自動櫃員機功能，有關持卡人可憑該卡在任何自動櫃員機取得現金貸款，而有關現金貸款將會從有關卡戶口中扣取。持卡人使用自動櫃員機服務，除須遵守本合約的條款及細則外，還須遵守本行的自動櫃員機卡章則條款（其中的「卡戶口」指「持卡人戶口」）。

5.2 現金貸款應包括所有由此卡戶口提取之現金，包括但不限於提取於較早前存入此卡戶口之款項或進賬。進行現金貸款交易，須繳付手續費以及現金貸款費。本行會於交易當日從有關卡戶口內扣取此等單次費用。若持卡人在首次記賬有關交易的月結單中所示的到期日或之前還清貸款額，則無須繳付上述以外之其他費用。本行得隨時調整上述費用，並會通知公司及/或持卡人。

6. 信用限額

6.1 本行可對公司設定公司卡計劃信用限額（及/或任何公司卡個別信用限額）。在通知公司後或在下文規限內未事先通知公司的情況下，本行可不時更改信用限額。除本行另行指定，公司可酌情將公司卡計劃信用限額分配予各持卡人。公司承諾將確保各持卡人獲分配的信用限額總額，不會超出本計劃的信用限額。公司可隨時申請檢討其獲批的公司卡計劃信用限額。本行可自行決定（但無義務）在未事先通知公司或持卡人的情況下不時提高任何持卡人的信用限額，或批准進行超出信用限額的卡交易。公司及有關持卡人須為任何按照本合約條款進行的有關交易承擔責任。公司可為卡戶口選擇拒絕接受超出信用限額信貸安排。在有關安排生效後，導致該信用卡戶口結欠超出可用信用限額之信用卡交易將不會獲批核，惟該信用卡戶口在若干情況下（包括但不限於誌賬不需授權而批出的交易及已獲批核但延遲誌賬的交易）仍可能超出信用限額而本行可毋須事先通知公司或持卡人。本行可根據所得資料，對卡戶口、公司或任何持卡人進行合理的信貸風險評估，並因應評估結果而自行決定降低個別信用限額或公司卡計劃信用限額至本行認為合適的金額而毋須事先通知公司或任何持卡人。

6.2 當被要求批准一項交易時，本行將考慮本行與公司協議下使用有關公司卡的任何限制（有關信用限額、行業類別、國家或其他），以及已誌為本計劃下有關或任何其他卡戶口支出賬項的或本行已批准的任何其他交易。

6.3 持卡人必須遵守本行或公司設定於其卡戶口的信用限額。在通知有關持卡人及/或公司後或在上文第 6.1 條文規限內未事先通知公司的情況下，本行可不時更改信用限額。

7. 結清

- 7.1 (i) 如公司向本行提出要求，本行會接受由持卡人以公司代理人的名義去清付在任何結單結欠的款項。
- (ii) 如每個卡戶口的結單結欠在付款到期日或之前全數清付，本行不會就此徵收財務費用。
- (iii) 如公司在到期日仍未向本行清付結單結欠的全部款項，則 (a) 所有未清付的結單結欠須從到期日前一個結單日起計直至所有款項清繳為止，以及 (b) 所有在到期日前一個結單日後記誌的新交易款項須根據交易日期起計，直至所有款項清繳為止。有關財務費用將根據本行現行的「工商金融服務收費簡介」中所列每月利率按日計算。
- (iv) 如公司未能於付款到期日或之前全數支付任何公司卡的最低付款額，本行會收取逾期費用，該項收費將於下一期結單日從有關卡戶口中扣取。
- (v) 在無損本合約第 6 條文的情況下，如任何公司卡的結單結欠（扣除當期月結單誌入的任何費用後）超出有關卡戶口當時獲授予的信用限額，本行保留權利收取超出信用限額手續費。此項收費將於結單日從有關卡戶口中扣取。

(vi) 凡存入或支賬予任何卡戶口的支票或直接付款指示遭退回，而該支票或直接付款指示並非由設於本行的任何戶口發出，本行每次會從有關卡戶口中扣取手續費。

7.2 公司根據本合約欠負本行的任何金額須在本行提出要求時清償。本行保留權利按其當行適用利率由要求還款日起計算欠款的利息。

7.3 當終止使用任何公司卡時，有關卡戶口的全部欠款，連同任何已進行交易而未及誌入該卡戶口的未償卡交易款額，將立即到期，並須向本行悉數清付。

7.4 所有卡戶口的全部結欠，及任何已進行交易而未及誌入卡戶口的未償卡交易款額，連同按照本行註明的利率計算的相關利息，須成為到期應付予本行：

- (a) 如公司為個人，在公司破產或逝世時；
- (b) 如公司為有限公司，而公司通過一項公司清盤的決議案，或一項公司清盤令被頒佈，或公司清盤的任何其他措施被採取，或如一位破產管理人被任命管理公司全部或任何部分業務；
- (c) 如公司為合夥公司，在公司解散時；
- (d) 如公司違反本合約任何條款及細則，按本行情情；或
- (e) 於本合約在任何原因下終止時。

7.5 本行可僱用第三者代收任何欠款。公司（或其繼承人）須完全負責向本行支付有關卡戶口，包括但不限於根據有關公司卡終止使用前或於以上第 7.4 條文所述的情況發生前授權或設定的安排而在任何時候從卡戶口收取或扣取的任何經常支賬款項（視乎情況而定），並悉數彌償本行因追討該等欠款所招致的全部合理的費用（包括法律費用）及開支。在該等款項清償前，本行有權按其當行利率收取財務費用。

8. 款項用途

8.1 本行就本合約下的卡戶口所收到的款項及其他進賬，可按本行認為適當的次序清還公司的各項欠款，而毋須預先通知有關持卡人及/或公司。

8.2 公司及每位持卡人同意本行可隨時將其信用卡賬戶內之結餘以本行決定之方式全數或部分存入公司於本行之任何銀行賬戶或郵寄銀行本票到公司最後通知本行之地址而不必預先通知。

9. 卡交易及卡服務的法律責任

- 9.1 在無損本行於個別卡戶口中權利的原則下，公司須完全負責向本行支付有關持卡人的所有卡交易（無論有關卡交易是在該持卡人自願或非自願的情況下進行），及適當記誌為有關卡戶口支出賬項的所有款額，及在此合約下應付之一切費用、利息及收費。公司的相關責任包括在公司卡被取消後發生的任何卡交易。
- 9.2 任何卡如有遺失或被竊，或用於任何現金貸款或附於該卡的自動櫃員機功能或服務的任何相關密碼遺失、被竊或外泄予第三者，應在發覺後立即報知本行（如在香港特別行政區（簡稱「香港」），應報知本行信用卡中心，電話：2748 8266（環球尊尚公司 MasterCard）或 2748 8288（其他公司卡）；如在海外，應報知萬事達卡的任何成員）。公司須就本行或任何萬事達卡成員收到有關遺失、被竊或外泄的通知前因任何上述密碼被擅用而引致的所有現金貸款收費全部責任。在本行或任何萬事達卡成員收到有關遺失、被竊或外泄的通知前，除下述情況外，對於因該卡被擅用而記誌為有關卡戶口支出賬項的所有其他交易（簡稱「非現金交易」），公司須承擔的最高款額

為有關卡戶口的指定信用限額。有關持卡人及/或公司如在使用該卡或有關的設施及/或服務、或保管該卡方面有欺詐行為或嚴重疏忽，或在知情的情況下（無論自願或非自願）提供該卡予第三者或讓第三者取用該卡，或於發現遺失、被竊或外泄後，未有遵照本條款的規定，在合理時間內盡快向本行或上述組織報失，則公司須對記誌為有關卡戶口支出賬項的所有非現金交易及對本行及其服務供應商所造成或引致的一切損失承擔全部責任（不設上限）。如未能遵照本行不時以任何通訊方式向持卡人及/或公司建議有關公司卡及任何密碼的保管或使用的措施，可被視為公司及/或持卡人的嚴重疏忽論。持卡人如在報失或報稱被竊後取回該卡，則不得使用該卡，而必須將該卡剪成兩半，交回本行。公司卡如有遺失或被竊，有關持卡人必須與本行及警方通力合作，以尋回失卡。

9.3 任何卡遭遺失或被竊後，本行並無義務向有關持卡人補發新卡。本行補發新卡將收取《工商金融服務收費簡介》所列的或本行另行通知公司及/或有關持卡人的手續費。

9.4 公司須為每位持卡人於本合約規定下的義務承擔全部責任，其他的持卡人無須為有關持卡人未能履行他/她於本合約規定下的義務而負責。

10. 本行的一般權利

- 10.1 如根據任何適用法律或條例規定，公司須按本合約規定下其應付予本行的任何款項中作出任何扣減或預扣，公司仍須負責補付上述扣減或預扣的款額，使在扣減或預扣該款項後，淨付款額仍相等於在毋須作出上述扣減或預扣的情況下本行原應收到的款額。公司須完全負責在其適用限期前向有關當局繳付上述扣減或預扣款項。公司須就其未能依時繳付有關款項所造成的一切合理預見後果對本行作出彌償。
- 10.2 除了一般抵銷債務的權利、法律上或任何其他合約賦予的其他權利外，本行可毋須另行通知而將任何卡戶口的結欠與公司於本行所設的任何其他戶口合併或整合，藉此將該等其他戶口的結存作出調動或抵銷，用以清付公司根據本合約欠負本行的一切款項。

11. 費用及收費

- 11.1 本行就每張公司卡收取的首次及/或定期費用將從有關卡戶口中扣取。如取消任何或所有公司卡，此等費用概不退還。公司卡的一切應付費用均載列於《工商金融服務收費簡介》或由本行另行通知公司及/或有關持卡人。
- 11.2 如本行為收回公司在本合約規定下應付的任何款項而作出催繳、追收或提出控訴，或在公司及/或任何持卡人違反或不遵守本合約任何條款的情況下尋求其他補救方法，所招致任何合理的法律費用、收賬費用或其他開支，須由公司全數償付本行。在該等款項清償前，本行有權按其當行利率收取財務費用。
- 11.3 本合約所載的費用、收費及利率的現行金額或百分率均詳列於《工商金融服務收費簡介》（可向本行各分行索閱）內或由本行另行通知公司及/或有關持卡人。如公司及/或持卡人需要本行提供特定服務，而該項服務並無列於本合約內，本行可依照《工商金融服務收費簡介》所列的其他費用及收費收取有關費用。本行保留權利，可不時修訂本合約條款及細則以及本合約所列的任何金額、百分率或其他費用及收費，並以本行認為適當的任何方式將有關修訂通知持卡人及/或公司。每位持卡人及/或司須受有關修訂約束，除非有關公司卡已於任何修訂

生效前退回本行取消，則作別論。

12. 個人資料

12.1 為使本行考慮是否向持卡人及/或公司提供任何服務，有關持卡人及/或公司（如適用）須不時向本行提供其個人資料（簡稱「個人資料」）。有關持卡人及/或公司如未能向本行提供有關資料，可能會導致本行無法提供該等服務。

12.2 在無損本行在任何其他合約中於公司/或持卡人的權利的原則下，個人資料將會用作考慮該持卡人及/或公司的要求，而在本行同意提供該等服務的規限下，個人資料及所有其他詳情及有關與本行進行任何交易或買賣的所有資料，將會用於本行向該持卡人及/或公司提供該等服務的有關用途。本行可使用、儲存、轉讓（無論在香港境內或境外），及向本行認為有需要的所有人士，包括但不限於滙豐集團的任何成員或任何服務供應商，披露、獲取及/或交換該等個人資料及其他詳情及資料，用於與本行（或其服務供應商）可能向該持卡人及/或公司提供服務的相關用途，及/或為各種目的（無論是否為要採取任何不利於該持卡人及/或公司的行動）而核對是否與該持卡人及/或公司其他個人資料相符的相關用途，及/或用於推廣、改善及促進本行/其他滙豐集團成員/本行的服務供應商向整體客戶提供服務的相關用途，及/或根據本行不時向該持卡人及/或公司發出的月結單、通告、通知或其他條款及細則所載本行一般的個人資料披露政策而用於其他用途及向有關人士披露。如有關境外服務供應商所在地區的資料保障條例較為寬鬆，本行將要求有關服務供應商向本行作出與香港的資料保障條例大致相同的保密承諾。在任何情況下，本行將會繼續負責將此等個人資料、詳情或資料保密。若本行及其服務供應商以外的第三者參與提供服務，而該第三者須得到持卡人/公司的個人資料以提供持卡人及/或公司所要求的服務，各持卡人及公司特此同意本行的服務供應商可向該第三者披露有關持卡人/公司的個人資料或任何由該服務供應商直接向持卡人及/或公司收集的個人資料。

12.3 每位持卡人及/或公司（如適用）有權要求查閱及改正其任何個人資料，或要求不將其個人資料作直接市場推銷用途。持卡人及/或公司可以書面向本行資料保護主任提出有關要求，地址為九龍中央郵政局郵政信箱 72677 號（電郵：dfy.enquiry@hsbc.com.hk）或為本行不時訂明的地址及傳真號碼。本行會盡可能滿足該等要求，惟本行在適用法律及規例下或須拒絕該等要求。

13. 終止服務

- 13.1 持卡人及/或公司可在任何時候向本行發出書面通知終止使用有關持卡人的公司卡，同時將該卡歸還本行。本行可在任何時候透過取消任何公司卡或不予以續期，並與有關公司卡終止本合約，或終止、暫停或撤銷該公司卡與本合約下的任何服務而不必預先通知及申述理由。任何持卡人在接獲本行通知已終止其義務後，有關持卡人應將其公司卡歸還本行。於卡戶口未結清結欠之前，取消該卡（不論在有關持卡人要求或其他原因下）將無減有關公司就使用該卡所引起的責任。
- 13.2 公司可在任何時候向本行發出書面通知終止本合約及本計劃的參與，同時將所有公司卡歸還本行。本行可在任何時候透過取消任何公司卡或不予以續期，並終止本合約及公司於本計劃的參與，

或終止、暫停或撤銷本計劃下的任何服務而不必預先通知及申述理由。公司在接獲本行通知已終止本合約及其於本計劃的參與後，應將所有公司卡歸還本行。

13.3 公司可在任何時候要求本行取消任何公司卡或拒絕予以續期。有關要求須以書面提出，並應同時向本行歸還有關公司卡。如任何持卡人不再受僱於公司，公司應盡合理努力從有關持卡人收回公司卡，並將該卡歸還本行。切勿論持卡人與公司的關係如何，公司須對所有公司卡的全部費用負責。

14. 通知

14.1 持卡人或公司的地址或聯絡資料如有任何更改，公司必須立即以書面通知本行信用卡中心，並確保持卡人以書面通知本行信用卡中心。

14.2 根據本合約發出的任何通知或通訊，於本行按有關持卡人或公司（視乎情況而定）向本行最近報稱的地址投郵後兩日，得視為該持卡人或公司（視乎情況而定）收到通知論。

14.3 公司與本合約有關而發出予本行的任何通知，指示或其他通訊，須以書面作出，以人手或普通郵遞派送或發送至本行指明的地址，於本行實際收到時被視為已發出或收到通知論。

14.4 公司以傳真形式發出任何通知、指示或其他通訊（簡稱「傳真指示」），每次均須在發出後五日內以書面正本確認。公司並確認：

- (i) 本行獲授權接受本行全權酌情決定相信乃發自公司的任何傳真指示，並依據該指示行事；
- (ii) 如本行以誠信按傳真指示行事，則該傳真指示對公司具約束力（無論該傳真指示是否由獲公司授權的人士發出），而本行對該傳真指示不會承擔任何責任，亦無任何責任核實宣稱代表公司發出該傳真指示的人士的身份；及
- (iii) 公司須就本行接受傳真指示及按照傳真指示行事（無論公司有否以書面確認該指示）所直接或間接引起或與此有關而引起及針對本行提出或令本行行招致的一切索賠、責任、損害賠償、成本及任何性質的支出對本行作出彌償。

15. 一般條款

- 15.1 任何信用卡分期付款計劃均受持卡人申請該計劃的商戶所提供計劃的適用條款及細則約束。如該等條款與本合約所列的條款有任何抵觸，概以前者為準。
- 15.2 除本條款以外，使用本行公司卡計劃的「信用卡客戶服務熱線」所提供的服務須受有關的條款及細則約束（其中的「授權人士」指公司任何董事或公司當時於本行的戶口任何授權簽署人或公司於此目的下指定的任何其他人士）。該等條款及細則可向本行信用卡中心索取。
- 15.3 在提供服務的過程中，本行（或其代理人）可能需要（但非必要）以錄音記錄持卡人及/或公司的口頭指示及/或持卡人及/或公司與本行（或其代理人）在該服務過程中的任何對話。
- 15.4 本行保留權利將任何已微縮處理/掃描的卡戶口相關文件銷毀。
- 15.5 本行可不時向公司及/持卡人推出新產品/服務，其中包括，但不限於飛行優惠計劃及「公司卡獎賞」，而此等計劃均受該等產品/服務的特定條款約束。如該等特定條款與本合約所列的條款有任何抵觸，概以前者為準。
- 15.6 任何卡均不可用於支付任何賭博或違反任何適用法律的其他非法交易的款項。本行保留權利拒絕處理或支付任何行懷疑屬於賭博或其他非法交易的卡交易。倘若本行懷疑、相信

或知悉進行的任何卡交易乃用於賭博或違反任何適用或相關法律的非法交易，或用於相關用途，本行保留權利撤銷或取消該項卡交易。

15.7 如僅由於本行可合理控制範圍以外的因素，包括任何機件故障或失靈，而導致本行延遲或無法向任何持卡人及/或公司提供本行任何機件或其他設施或服務，或導致電腦處理出錯，本行概不負責。無論在任何情況下，對任何持卡人及/或公司或任何第三者因此或與此有關而引起的任何間接或相應損失，本行亦概不負責。在無損上文一般性的情況下，在本行或其服務供應商沒有任何疏忽、故意不履行責任或欺詐的情況下，對於第三者向持卡人及/或公司提供設施或服務所作出的任何行為或產生遺漏，本行及其服務供應商概不承擔責任。

15.8 為遵照銀行營運守則第 21 段及法庭指引，本行需要在得到公司的同意後，才可將其公司卡計劃的摘要副本，或其公司的銀行負債資料提供予任何擔保人或為其公司的負債提供抵押的其他第三者（簡稱「保證人」）或保證人的顧問。此外，倘若公司在接獲逾期還款通知書後，未能償還結欠，本行被迫發出正式清還欠款的要，本行將需要向貸款人提供追收欠款通知書信的副本。不論本行有否提出清還貸款的要求，本行亦將需要向保證人提供借款人戶口最近期結單的副本及/或公司的銀行負債詳情，無論是實際或是或有負債。公司同意本行向保證人（包括任何潛在保證人）、保證人的律師及其他專業顧問提供上述提及的文件及資料。公司並明白，倘若不作出此同意，本行將不能為公司提供或繼續提供本計劃。

15.9 本行可隨時全權決定修訂本合約之條款。有關修訂將在本行分行以張貼通告或載於月結單內（及綜合結單內（如適用））或任何其他方式預先通知持卡人及公司。如持卡人及公司未於該修訂生效期前取消其主戶口及將所有公司卡歸還本行，將被視為同意該等修訂。

15.10 除本行、公司及持卡人以外，並無其他人士有權按《合約》（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

16. 管轄法律

本合約受香港法律管轄，並依照香港法律詮釋。有關此合約的任何爭議，各方均不可撤銷地同意並接受香港特別行政區法院。

注意：本合約的中英文本如有歧義，概以英文本為準。

由香港上海滙豐銀行有限公司刊發
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