上海商業銀行
SHANGHAI COMMERCIAL BANK

Schedule II

Terms and Conditions for Shacom Card

1. Incorporation of the General Terms in Part A

1.1 The General Terms set out above in Part A of this "Terms and Conditions for Bank Accounts and General Services" (the "General Terms and Conditions") shall be incorporated as an integral part of this Schedule, as if the General Terms and Conditions are written in full herein. In case of conflict between the General Terms and Conditions and the terms and conditions expressly set out in this Schedule, the latter shall prevail.

1.2 The term "these terms and conditions" whenever used in this Schedule II shall mean the terms and conditions expressly set out in this Schedule II together with the General Terms and Conditions which are incorporated herein as aforesaid.

1.3 These terms and conditions shall apply to govern the use of the Card (as hereinafter defined).

2. Definition and Interpretation

2.1 In these terms and conditions, unless the context otherwise requires :-

"Account" means, in relation to the Customer, any account held by the Customer with the Bank in respect of which the Customer has designated it to be accessible by use of the Card and the designation has been accepted by the Bank;

"ATM" means any automatic teller machine installed by or belonging to the Bank or a bank which is a Member Bank in the JETCO, UnionPay, PLUS ATM Network and such other networks as from time to time announced by the Bank;

"ATM Services" means the combination of any or all of the following, whether provided in or outside Hong Kong, which may be different with different Networks in different places and subject to the terms and conditions governing the relevant Account(s) from time to time and such operational instructions, user guides, user manual and other terms and conditions as stipulated by the Bank and/or the relevant ATM Network provider(s) from time to time:-

(a) cash withdrawal from any Account;
(b) cash or cheques deposits for credit to any Account (at ATMs designated by the Bank);
(c) enquiries as to debit/credit balances on any Account;
(d) request for statement of any Account;
(e) request for new cheque books in respect of any cheque Account;
(f) transfers of available credit balances or amounts available on agreed overdraft between Accounts or to other account;
(g) change of PIN;
(h) JET payments and Interbank Transfer;
(i) such other services as the Bank may from time to time introduce, including but not limited to any payment, transfer and/or relative transactions processed through "POST" as herein defined.

"Card" means the card issued by the Bank at the request and in the name of the person named upon it for use in connection with the ATM Services.

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

"Instruction" means any transaction instruction given by using the Card.

"Member Bank" means any banks which participate in the JETCO and/or PLUS ATM Network;

"Merchant" means a person who receives from Customer the Card (or the information from the Card) as an instrument for obtaining, purchasing, or receiving goods, services, money or anything else of value from the person;

"Network" means such network from time to time designated by the Bank for the provision of ATM Services.

"PIN" means, in relation to the Customer, the personal identification number(s) designated by the Bank and/or the identification number (s) selected by the Customer which allows the Customer access to a terminal or device to give Instructions.

"POST" means any devices or terminals for effecting payment or transfer of funds by electronic means, including but not limited to EPS, UnionPay or point of sale terminals or otherwise from time to time announced by the Bank;

2.2 The word "use" in relation to the Card shall include the access to ATM Services at such terminals or devices which the Bank may from time to time introduce, with or without presentation and/or use of the Card and by means of such identification codes or such other operational arrangement acceptable to the Bank.

3. ATM Services

3.1 The Customer is entitled, at the discretion of the Bank, to have access to the ATM Services. Unless the context otherwise provides, these terms and conditions shall not affect any term and condition governing any Account.

3.2 The Card can be used on (a) any ATM installed by, belonging to or designated by the Bank; and (b) any other terminals or devices for effecting payment or transfer of funds by electronic means, including but not limited to EPS, UnionPay, POST and/or other point of sale terminals from time to time nominated by the Bank.

3.3 Access to the withdrawal or transfer functions of ATM Services would only be permitted if there are sufficient funds in the Account. If withdrawal or transfer is made without sufficient funds in the Account, the Customer shall repay to the Bank immediately on demand such amount overdrawn or over-transferred together with interest at the rate chargeable by the Bank from time to time on unarranged overdraft accounts with the Bank. The interest rate applicable to unauthorized overdraft is specified in the schedule of fees/charges published by the Bank from time to time. The same is available to the Customer at any time upon request and can also be viewed on the Bank's website. The Customer is advised to check the said schedule of fees/charges for details.

3.4 The Bank shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card by giving 30 days' prior notice to the Customer. The Customer shall not be entitled to any right of credit or overdraft.

3.5 Cash and/or cheque in HKSAR currency or in such other currencies as from time to time determines by the Bank may be deposited with the Bank by the use of the ATM. Deposit in coins at the ATM is not allowed.

3.6 Interbank Transfer performed via the use of ATM may not take place on the same day as the relevant Interbank Transfer is performed. The determination of the Bank, including the Bank's right to reverse at any time any deposits credited to the Customer's account for any reason, shall be conclusive and binding on the Customer irrespective of what the Customer has purportedly received through Interbank Transfer. Without prejudice to the conclusiveness of the determination by the Bank as aforesaid, in the case where the Bank is aware of any discrepancy, the Bank will notify the Customer of such discrepancy as soon as practicable. Save and except caused by the negligence or wilful default of the Bank or the Bank's authorized officers, employees or agents, the Bank accepts no responsibility nor liability in connection with such discrepancy.

3.7 Interbank Transfer performed via ATM will only be accepted for collection under Clause 3.6 of this Schedule. The proceeds of the Interbank Transfer deposits will not be available to the Customer until the interbank settlement has been duly effected.

3.8 The customer advice issued (if any) by the ATM at the time of fund transfer represents only the relevant transaction the Customer has purportedly effected with the Bank by the use of the ATM and shall in no way and under no circumstances be binding on the Bank.

3.9 Notwithstanding that Instructions may be received by the Bank outside the normal banking hours in HKSAR and be carried out immediately, the relevant transaction effected immediately pursuant to the Instruction may be deemed to take effect on next succeeding day if the Bank so determines.

3.10 For fund transfer out of any Account by ATM, the Bank shall accept no responsibility or liability if the receiving bank refuses to make or delays in making the transferred fund available to the intended transferee for whatever reason. For Interbank Transfer, the Customer acknowledges that funds transfer to third party accounts involve risks, for example, in the event of payments to any unauthorized third party accounts.

4. Ownership and Transferability of the Card

4.1 The Card is and shall at all times be the property of the Bank and the Customer shall upon demand by the Bank without assigning any reasons therefor surrender the Card to the Bank immediately.

4.2 The Card shall only and exclusively be used by the Customer and is not transferable.

5. Responsibility for Proper Use

5.1 The Customer is responsible for the proper usage of the Card which has been issued to the Customer and shall be accountable for all consequential loss and damages arising out of any improper use by the Customer, including without limitation, act of fraudulence and/or gross negligence.

5.2 The Customer shall not use and shall not allow any use of the Card in any illegal activity or any arrangement that is contrary or prohibited by law.

5.3 The Customer agrees to indemnify and keep the Bank fully indemnified against all suits, actions, losses, claims, damages and all reasonable costs and expenses which may be suffered or incurred by the Bank arising from or relating the use or misuse of the Card or ATM Services.

5.4 Whenever a signature panel is available on the back of the card (with the UnionPay services), Customer is required to sign on the same in order to allow Merchant to verify Customer's signature against that signed on the relative sale slip.

6. Security and Loss of the Card / PIN

6.1 The Card, the PIN and such other identification codes for use of the Card are issued and delivered to the Customer at the Customer's own risk.

6.2 The Customer shall at no time and in no circumstances disclose to any person whomsoever (including without limitation, any person who claims to represent the Bank or holds out as the Bank's employee or authorized person in any circumstance) the Customer's PIN or identification codes or such other modes which allow access to ATM Services. The Customer shall take all reasonable precautions to keep the Card safe and the PIN secret to prevent any fraudulent use of the Card and/or the PIN. In particular, the Customer shall take the following steps to keep the Card and the PIN safe and to prevent fraudulent use of the Card/PIN:

(a) printed copies of the PIN should be destroyed;
(b) no one else should be permitted to use the Card or the PIN;
(c) the PIN should never be written down on the Card or on anything kept with or near it, and should initially and regularly be changed;
(d) not to write down or record the PIN without disguising it;
(e) self-selected PIN numbers should avoid obvious numbers or other easily accessible personal information such as the Customer's identity card number, date of birth, telephone number.
(f) the Card should be kept safely; and
(g) the Card should only be used in accordance with such procedures, instructions and security features as may from time to time be notified to the Customer.

Notwithstanding the foregoing, the Customer shall be fully responsible for all transactions effected by the use of the Card by the Customer and/or any other person whomsoever whether or not authorized by the Customer prior to the Bank's actual receipt of any notice referred to in Clause 6.4 hereof.

6.3 The Customer agrees to bear all risks and be fully responsible for all loss that may arise or howsoever incurred in any use of the Card due to any disclosure (whether such disclosure is inadvertent, unauthorized or otherwise) of the PIN to any person.

6.4 In the event of actual or suspicious loss or theft of the Card and/or PIN or upon notice or suspicion that the PIN is known to someone else, the Customer shall immediately notify the Bank by phone at such telephone numbers as the Bank may from time to time prescribe to temporarily suspend the Card Service. Prior to the Bank's actual receipt of any notice, the Customer shall be fully responsible for all transactions involving the use of the Card by person whomsoever whether or not authorized by the Customer. The Customer shall confirm such notice in writing within 48 hours.

7. Debiting the Account

7.1 The Customer hereby irrevocably authorizes the Bank to debit (without any prior notice to the Customer), at any time and from time to time prior to the Bank's actual receipt of any notice referred to in Clause 6.4 hereof, the Account with the Bank the amount of any withdrawal, transfer and/or transaction involving the use of the Card whether or not made with his knowledge or authorization.

8. Replacement Card

8.1 The Bank may, at any time after receipt of notice of the loss of the Card, at its absolute discretion, issue a replacement Card to the Customer on such terms and conditions as it deems fit.

8.2 If the Customer relocates the Card which was previously reported lost, he shall not use such card unless and until he has obtained the prior approval of the Bank.

9. Malfunctioning of Card, ATM, etc.

9.1 The Bank shall not be responsible for any delay arising from the failure or malfunction of the Card. In the event of damage to or, malfunction of the Card which results otherwise than from the Customer's misuse, then on compliance with such terms as the Bank may specify, the Bank may issue a new or replacement card to the Customer.

9.2 The Bank shall not be responsible for any and all consequences if the transaction involving the use of the Card is not honoured or operative for any reason whatsoever beyond the Bank's control or if there is any malfunctioning and/or failure of the ATM, terminals or devices which permits access to the ATM Services and such malfunctioning and/or failure is obvious or advised by a message or notice on display.

10. Liabilities for Third Party's Acts

10.1 Save and except caused by the negligence or wilful default of the Bank or the Bank's authorized officers, employees or agents, the Bank shall not be liable for any act or omission of any merchant, shop or establishment including, without limitation, any refusal to honour or accept the Card or any statement or other communication made or any dispute, defect or deficiency in any goods or services supplied in connection with the use of the Card. The Customer shall handle and resolve all claims or disputes directly with such merchant, shop or establishment and no such claim or dispute shall affect or entitle the Customer to revoke, challenge or vary any transfer or payment effected.

11. Transaction in Foreign Currency

11.1 For transaction by ATM Services in any currency ("Transaction Currency") other than the currency of the relevant Account ("Account Currency"), the Bank shall be entitled to convert such Transaction Currency into the Account Currency at such exchange rate(s) as absolutely determined by the Bank or other relevant parties at the time of the transaction without reference or consent of the Customer. Without prejudice to the generality of the foregoing, where any withdrawal is made by ATM Services in any currency other than the Account Currency of the relevant Account (the "Withdrawal Currency"), the Bank may, without prior consent or notice to the Customer, debit the Account with such amount denominated in the Account Currency as is equivalent to the withdrawn amount in the Withdrawal Currency, after making a nominal conversion at such applicable exchange rate as determined by the Bank or other relevant parties absolutely at the time of debit.

12. Disclosure of Information

12.1 Without prejudice to the generality of any other provisions (if any) to the use and/or in relation to disclosure of information concerning the Account and/or the Customer, the Customer hereby expressly agrees and consents that the Bank is entitled, to disclose to any person/member of any Network and/or any other institutions such information concerning the Account of the Customer as the Bank may deem necessary or appropriate arising out of or in connection with the use of the Card. Save and except caused by the negligence or wilful default of the Bank or the Bank's authorized officers, employees or agents, the Bank shall not be liable to the Customer in contract or in tort or in other area of laws for such disclosure or release of information or for any act or omission of any such aforesaid person or entity.

13. Cancellation or Renewal of the Card

13.1 The Bank reserves the right at all times, at its absolute discretion, to cancel the Card, the ATM Services or any part thereof, or to refuse to renew the Card without giving any reason therefor and without any prior notice to the Customer.

13.2 The Customer may at any time cancel the Card by returning the Card to the Bank by cutting the Card into halves and upon receipt by the Bank of the Card, the Customer's account with respect to the Card service shall be cancelled.

14. Fees and Charges

14.1 The Customer agrees to pay in accordance with the fees/charges in the schedule published by the Bank from time to time:-

(a) an annual fee for the use of the Card;

(b) a handling fee for re-issued or replacement of the Card; and

(c) fee for transaction involving the use of the Card or ATM Services.

The Bank shall be entitled to debit the fees and charges from any of the Account(s).

14.2 The fees and charges are not refundable except that if the Customer refuses to accept the variation to the terms and conditions of this Schedule and choose to cancel the Card within 30 days from the date of the relative notice, the Bank will, unless the amount involved is minimal, upon receiving the Customer's advice, repay the annual or any periodic fee previously collected to the Customer on a pro-rata basis.

15. Records of Transactions

15.1 The advice, statements, books, records, confirmations including without limitation the computer data records of the Bank and/or any other Member Bank and/or other institutions in relation to any transactions made by the use of the Card on any ATM and/or POST shall in all respects, save for manifest errors, be conclusively binding on the Customer for all purposes.