上海商業銀行
SHANGHAI COMMERCIAL BANK

Shanghai Commercial Bank Credit Card Cardholder Agreement for Company Card Account

The Company which signed this application as applicant ("the Applicant") for the issuance of any of the Shanghai Commercial Bank VISA/VISA Gold/VISA Platinum Business/MasterCard/Gold MasterCard/Platinum MasterCard/ UnionPay Dual Currency Card (hereinafter called the "Credit Card(s)" or "Card(s)") to their director/officer/employee/agent named on this application (the "Cardholder") and the Cardholder who signs hereunder severally agree with Shanghai Commercial Bank Ltd. ("SCB" or "the Bank") that the execution of the application and/or the retention and/or signature and/or activation and/or use of the Card(s) by the Cardholder shall constitute the acknowledgment of receipt and acceptance by the Applicant and the Cardholder of the following terms and conditions:

1. Use of the Card is restricted to the Cardholder.
2. The Cardholder shall sign the signature panel on the back of the Card immediately upon receipt thereof.
3. The Applicant and the Cardholder shall be jointly and severally liable for all obligations imposed hereunder on the Applicant and/or the Cardholder including the obligation to pay to the Bank the total amount (hereinafter defined) outstanding on the account opened in the name of the Applicant and the Cardholder (the "Account"). "Charges" means the aggregate of all and any purchases charged to the Account and/or any cash advances obtained by the Account as a result of the use of the Card with or without authority of the Applicant or the Cardholder, all annual, renewal, replacement, handling and other fees, interest and charges as set out hereunder and any other monies payable hereunder. Use of the Card means application of the Card to obtain goods, services, credit or money or to discharge any liability.
4. Without prior authorization from the Bank, the Cardholder shall not and the Applicant shall ensure that the Cardholder will not use the Card resulting in the outstanding balance of the Account exceeding the credit limit from time to time notified to the Applicant or the Cardholder from time to time; PROVIDED that the Applicant and the Cardholders shall remain liable for Charges whether or not the credit limit has been exceeded with or without the Bank's consent.
5. The Cardholder shall, upon use of the Card, sign the record of charge form or cash advance voucher or key in the signature appearing on the Card except where cash advances are obtained through any automatic teller machine (hereinafter referred to as "ATM") or where purchases or cash advances are made at point of sale terminals or other computer interfaced terminals or any other electronic/ tele-communication terminal machines or devices approved by the Bank or provided by the relevant card association's member network from time to time through which banking transaction or cash advances or other services may be effected (hereinafter referred to as "Terminal") where record of charge forms are not required to be used; PROVIDED that failure to do so will not relieve the Applicant and the Cardholder from liability.
6. The Applicant and/or the Cardholder may obtain cash advance from any institution licensed by the relative card associations (e.g. Visa Worldwide Pte. Ltd, Mastercard Asia/Pacific Pte. Ltd., UnionPay International ("UPI") and/or any other card association(s)) which provide such service up to the amount of available credit. The Applicant and/or the Cardholders may obtain cash advance through the use of the relative ATM up to such amount as allowed by the Bank or the relevant institution or the amount of available credit, whichever is the less. Interest will be accrued on the outstanding balance of each cash advance from the date of advance until the date of full repayment at the rate in accordance with the Fee Schedule of Credit Card Services published by the Bank from time to time setting out the interest rates, fees, handling charges and other charges applicable to the Card ("the Fee Schedule"). If Renminbi ("CNY") is requested to obtain cash advance in Hong Kong Dollars ("HKD"), the transaction will be converted into Renminbi Yuan ("CNY") and charged to the Account. This Agreement and the Fee Schedule for the time being in force are available upon request at our Customer Service Hotline at 2818 8236 or any branches of the Bank or the Bank's website www.shacombank.com.hk.
7. A monthly statement of Charges will normally be sent to the Applicant and the Cardholder.
8. The full amount outstanding as specified on the statement is due and payable on or before the payment date ("the Latest Payment Date"), no finance charge on purchase is payable if payment is received by the Bank on or before the Latest Payment Date. If any amount due and payable under this agreement to the Bank in full on or before the Latest Payment Date referred to above, a purchase finance charge will be levied on the daily unpaid balance and charged to the Account. The rate of purchase finance charge, including applicable interest including late payment charges will be payable in accordance with the Fee Schedule.
9. Notwithstanding anything to the contrary herein provided, the full amount outstanding under the Account is payable forthwith by the Applicant and the Cardholder upon demand by the Bank.
10. The Applicant and the Cardholder agree that they shall have the duty to check and examine the correctness of a statement of charges. If no query thereof is received by the Bank within sixty days after the date of the applicable statement, the Cardholder shall be conclusively deemed to have accepted the correctness of the relative statement of Charges and their liability thereunder and the Cardholder waives any claim for, or defending any claim on the grounds of any inaccuracy in such statement unless it is in relation to :-
    (a) unauthorized transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Cardholder and/or the Applicant and in relation to which the Bank has failed to exercise reasonable care and skill;
    (b) unauthorized transactions arising from forgery or fraud by any authorized officer, employee or agent of the Bank; or
    (c) other unauthorized transactions arising from the default or negligence on the part of the Bank or any of its authorized officers, employees or agents.

    For greater certainty, it is agreed that in any such event, the Bank need not produce as evidence of indebtedness the record of purchase charge forms or cash advance vouchers relating to the Charges included in the relevant statement. If either or both of the Applicant and the Cardholder query the correctness of the statement of Charges within the said sixty days period, either or both of them may apply to the Bank for copies of the charge slips or cash advance vouchers relating to the Charges included in the relevant statement and upon payment of such fees as shown on the statement and compliance with such terms as the Bank may impose, shall be entitled to same. Save for the foregoing, the Applicant or the Cardholder shall not have any right to obtain copies of record of charge slips or cash advance vouchers except for those copies which may have been given at the time of purchase or advance, as the case may be.
11. If the Applicant and/or the Cardholder reports an unauthorized transaction to the Bank before the payment due date, the Applicant and/or the Cardholder may request to withhold payment of the disputed amount and any interest or finance charge so incurred during the investigation period. If however, the request made by the Applicant and/or the Cardholder is subsequently proved to be unfounded, then the disputed amount will become immediately payable to the Bank and the Bank will have the right to re-impose interest or other finance charges on the disputed amount over the whole period including the investigation period PROVIDED THAT in such event the Bank shall furnish to the Applicant and/or the Cardholder an explanation of the Bank's decision and the Applicant and/or the Cardholder copies of documentary evidence upon request. Where unauthorized transaction has taken place as a result of the default, negligence, forgery or fraud by any authorized officer, employee or agent of the Applicant and where the Bank has failed to exercise reasonable care and skills, the Bank will promptly advise the Applicant and/or the Cardholder and come to the agreed course of action. Any information given by such service is for reference only. The Bank shall not be liable for the sufficiency or accuracy of the information given and reserves the right to vary such services from time to time.
12. Payment made by the Applicant and/or the Cardholders shall be applied by the Bank for settlement of monies outstanding under the Account in whichever way the Bank shall in its absolute discretion think fit. No interest will accrue on any credit balance in the Account. The Applicant and/or the Cardholder may request a refund of any credit balance in the Account subject to payment of a handling fee. Withdrawal by the Applicant and/or the Cardholder from the Account in any other manner shall constitute a cash advance notwithstanding anything in the Account to the contrary.
13. Charges incurred in any currency other than HKD, the amount will be converted into HKD at a reasonable prevailing rate determined by the Bank in such manner as it may think fit in the statement. Payments thereof shall be made in HKD. If the Bank decides to accept payment rendered in some other currencies, the rate of exchange to be adopted by the Bank into HKD and the amount of HKD so obtained less the costs of conversion will be credited to the Account. Charges incurred in Renminbi ("CNY") shall be debited to the relative Account in CNY if applicable. Payment for such Renminbi Account shall be made in CNY. If the Bank decides to accept payment other than CNY, such payment will be converted into CNY at a rate of exchange at the discretion into CNY at a rate of exchange determined by the Bank.
14. The use of the Card at any automatic teller machines for cash advances or cash deposits is also subject to the Bank's SHACOM Card Terms and Conditions. In the event of conflict between such terms and conditions and the terms and conditions herein, the latter shall prevail.
15. The Bank's record of the transactions effected by the use of the Card at any ATM or Terminals shall be, unless with manifest errors, conclusive and binding on the Applicant and the Cardholder for all purposes.
16. The Applicant and the Cardholder shall keep secret at all times the ATM Personal Identification Number (the "ATM PIN") and the Card Verification Automatic Process Enquiry ("CAPE") Service PIN (the "CAPE PIN") issued to the Applicant and/or the Cardholder for operating any ATM/Terminals and the services rendered by the ATM PIN and the CAPE PIN are hereinafter collectively referred to as the "PIN") and shall not at any time nor under any circumstances allow any person to know the PIN. In particular, the Applicant and the Cardholder shall observe 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 frequently 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 Cardholder's identity card number, date of birth, telephone number or other obvious numbers;
    (f) the Card should be kept safely;
    (g) cover the keypad when the PIN is entered to avoid the PIN being known to other parties; and
    (h) 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 Applicant and/or the Cardholder

    By means of the CAPE PIN, the Applicant and/or the Cardholder are allowed to access to the Credit Card Automated Phone Enquiry Services rendered by the Bank for the purpose of providing automated voice response to the Applicant and/or authorized officer, employee or agent of the Applicant and/or the Cardholder's instruction. The Applicant and/or the Cardholder shall strictly follow the operating instruction for the use of such services from time to time given by the Bank. Any information given by such service is for reference only. The Bank shall not be liable for the sufficiency or accuracy of the information given and reserves the right to vary such services from time to time.
17. The Applicant and/or the Cardholder shall not use the Card for any illegal purposes including but not limited to payment for any illegal transaction or illegal gambling activities.
18. The Applicant and the Cardholder agree to pay :-
    (a) an annual fee for the uses of the Card;
    (b) a handling fee for issuance of Replacement Card;
    (c) a handling fee on the face value of each cash advance; and
    (d) a service fee for each cheque deposited into Account which is not honoured or direct debit or autopay instruction which is returned unpaid

    in accordance with the Fee Schedule.

    The fees and charges paid herein are not refundable except that :-
    (i) if the Applicant and/or the Cardholder refuse to accept the variation to the terms and conditions of this Agreement and chooses to terminate the Account within 30 days from the date of relative notice, the Bank will upon receiving the Card and the decision into CNY at a rate of exchange determined by the Bank.
    (ii) if the Applicant and/or the Cardholder do not agree to the automatic renewal of the Card, they may terminate the Account within 30 days from the date of renewal without paying any renewal fee.
20. The Bank shall not be liable for any act or omission of any merchant establishment or of any institution offering cash advance (hereinafter called "the Merchant") whatsoever, any refusal to honour any Card or any default or deficiency in the goods or services supplied. Any claim or dispute against or with a merchant establishment in relation to the purchase and/or advances must be resolved by the Applicant and/or the Cardholders directly. The Bank will credit the Account with refunds by a merchant establishment only when the relative cash advances only upon receipt of the monies refunded and a properly issued credit voucher.
21. The Bank shall not be liable for any consequences if any transaction effected by the use of the Card at any ATM or Terminal are not honoured or operative for any reason whatsoever beyond the Bank's control or if there is any malfunction and/or failure of any system which prevents performance of any services provided by the Bank and such malfunction is obvious or a notice of malfunctioning or suspension of such service is displayed on or near the ATM or Terminal.
22. All Cards remain the property of the Bank. The Bank may at its absolute discretion refuse a requested Charge to the Account and may further revoke the right to use any Card at any time, with or without prior notice, and the Applicant and/or the Cardholder shall be liable and agree and undertake to :-
    (a) pay promptly on demand all debits, liabilities and/or other amounts from time to time incurred in respect of the Account or as a result of the issue and/or use (whether or not authorized) of any Card issued in respect of the Account or a transaction done with the Card using the authentication factors (for example, personal identification numbers (PINs) and authentications tokens); and
    (b) hold the Bank harmless and indemnify the Bank on a full indemnity basis, on demand for any liability for loss, damage, reasonable costs and expenses (payable in accordance with clause 35), which the Bank may suffer or incur by reason of :-
        (i) any transaction with or other use of the Card; or
        (ii) any information supplied in relation to the application for or the use of the Card being false, incomplete or inaccurate; or
        (iii) all consequences arising from The Applicant and/or the Cardholder's breach of the applicable conditions (including consequences of any Card coming into the possession of any unauthorized person)

    up to a total credit limit from time to time of the Card, save in cases involving fraud by the Applicant and/or the Cardholder, where no liability limit will apply.
23. Before The Bank has effected cancellation (which shall be taken within a reasonable period of time) to stop further uses of the Card after the Applicant and/or the Cardholder have reported lost of the Card/authentication factors (for example, personal identification numbers (PINs) and authentications tokens) to the Bank and notwithstanding and without prejudice to clauses 23 and 25 hereof and anything to the contrary contained in the Bank's agreement governing the issuance and use of the Shacom Card, the Card in so far as it can be used to operate any ATM or Terminals as if it was a Shacom Card issued to the Applicant or any other card issued under the Cardholder and the Applicant and/or the Cardholder shall be fully responsible for all withdrawals and transactions involving the use of the Cards at any ATM or Terminal by any person whomsoever, whether or not authorized by the Applicant and/or the Cardholder; whether or not the Applicant and/or the Cardholders have notified the police or other authorities of any loss or theft of the Card and/or the Cardholder's authentication factors (for example, personal identification numbers (PINs) and authentications tokens) or provided to the police or other authorities any information or assistance prescribed in clause 23 unless such unauthorized transactions are caused by the default, negligence, forgery or fraud by an authorized officer, employee or agent of the Bank and where the Bank has failed to exercise reasonable care and skills.
27. The Cardholder must forthwith notify Bank's Credit Card Department in writing of any change of specimen signature or home address. The Applicant must forthwith notify the Bank's Credit Card Department in writing of any change in its constitution, authorized officers and/or authorized agents or termination of employment of the Cardholder. In the event of such termination of employment, the Applicant shall obtain the Card from the Cardholder and surrender the same to the Bank.
28. The Bank or through its agent may issue at its discretion Replacement Card(s) for any Cards lost, stolen or damaged. Such issuance shall be upon such terms and conditions as the Bank may reasonably require and any use of which shall be subject to the terms and conditions herein.
29. The Bank may renew the Card at its discretion unless written notice to the contrary is given by the Applicant to the Bank at least 30 days prior to the expiry date of the Card.
30. A renewed Card will normally be issued prior to the expiry date of a Card. The Applicant and/or the Cardholder must promptly inform the Bank if a renewal Card has not been received by the last expiry date.
31. Notwithstanding any revocation, surrender or non-renewal of the Cards or termination of this Agreement or the closing of the Account, the Applicant and/or the Cardholders shall remain liable for all Charges incurred by the use of the Card prior to such revocation surrender or non-renewal of the Cards or the effective termination of this Agreement or the closing of the Account.
32. Subject to return of the Card after having cut it into half, the Applicant and/or the Cardholder may terminate this Agreement at any time by giving written notice to the Bank. The Applicant and/or the Cardholder must return all Cards after cutting them into halves, if the Applicant and/or the Cardholder wishes to cancel/suspend a Card whereas the termination will only come into effect after such notice and the relative Cards have been received by the Bank. If the Applicant wishes to cancel/suspend a Card whereas the same cannot be returned to the Bank, the Bank may, upon receiving such notice from the Applicant, take necessary procedure similar to the handling of a lost card to prevent further use of the Card at the Applicant's expense. Prior advice will be given to the Applicant if such expense is incurred. The Applicant and/or the Cardholder shall be liable to all Charges incurred by the use of a Card before it has been returned for cancellation or before the Bank is able to implement the necessary procedure to stop its further use in scanners as mentioned above. Termination of the card will automatically lead to termination of any merchant auto payment arrangement such as direct debit, instalment plan, etc., that are set up or authorized prior to the termination of the card. If cardholder wants to maintain any merchant auto payment arrangement, cardholder should directly contact the relevant merchant who will be responsible for making the necessary arrangements.
33. The Bank reserves the right to combine or consolidate the outstanding balance of the Account for which the Applicant and/or the Cardholder is responsible and accounts which the Applicant and/or the Cardholder maintains with the Bank at any time without prior notice.
34. (a) The Bank may from time to time introduce new products/services to be made available to the Applicant and/or the Cardholder which shall be governed by the specific terms of such products/service notified to the Applicant and/or the Cardholder in such manner as the Bank deems fit. The Bank reserves the right to vary, suspend or terminate any of the aforesaid products/ services and/or the Cardholder's use thereof.
    (b) For the avoidance of doubt, it should be made clear that the Bank does not provide or supply any of the Services. The Bank is not the Services Providers. For the purpose of this paragraph, "Services" are the services and privilege which are arranged and/or agreed by the relative card associations to be ultimately supplied by Services Providers to the Applicant and/or the Cardholder including without limitation, any insurance service and "Services Providers" are those individuals, companies or merchants and/or establishments who have agreed with the relative card associations to supply the Services to Cardholders.
    (c) Services so offered or promoted are provided/supplied/ conducted/arranged (as the case may be) directly by the relative card associations and/or such of the Services Providers to the Applicant and/or the Cardholder without any intervention/knowledge and/or participation of the agreement (as the case may be) by the Bank. The Bank does not represent or warrant the scope, quality or any aspect of the Services or Services Providers and shall not assume any liabilities whatsoever resulting from or in connection (directly or indirectly) with the Services provided.
    (d) For any wilful acts, omission, breach of the Applicant and/or the Cardholder, in connection (directly or indirectly) with the provision of the Services, the Applicant and/or the Cardholder shall indemnify and keep indemnified the Bank including such damages reasonable costs and expenses as a result thereto or therefrom.
35. The Applicant and/or the Cardholder shall pay to the Bank forthwith all reasonable costs and expenses including but not limiting to legal expense on a solicitor and own client basis and collection agents fee which are of reasonable amount and were reasonably incurred by the Bank in recovering or attempting to recover monies owed hereunder as a result of defaults on the part of the Applicant and/or the Cardholders to perform any of their obligations in this Agreement including without limitation the failure to repay any money due and owing to the Bank after formal demands have been made by the Bank. The Bank will provide a breakdown of the costs and expenses incurred at the request of the Applicant and/or the Cardholder.
36. The Bank shall be entitled to seek assistance from any person, organization, government agency, quasi-government agency, or any other source or employ debt collection agencies and/or institutions for the collection, holding, processing, use and/or disclosure of information (such assistance as transferring and disclosing of such personal data of the Applicant and/or the Cardholder and for the collection of the all sums due and payable to the Bank and/or for other purposes as the Bank deems fit or necessary. The Applicant and/or the Cardholders hereby expressly agree and consent that the Bank is entitled at any time, whether in and/or for the process of debt collection, enforcement or otherwise, to obtain information relating to the Applicant and/or the Cardholders or their other accounts in the Bank and to verify the information from, exchange information with, disclose to any other person or institutions including those outside the legal jurisdiction of Hong Kong (SAR) as the Bank sees fit or necessary at any time or the may ask for information relating to the Applicant and/or the Cardholder maintains with the Bank at any time without prior notice.
37. Notices, demands, statements and any other documents if sent by mail to the Applicant and/or the Cardholder shall be deemed received on the second business day following the day of posting thereof. Notices and other documents to the Bank shall not take effect until actually received.
38. The Bank reserves the right at all times to change the foregoing terms and conditions or any of them by giving 30 days prior notice to the Applicant and/or the Cardholder. Any such change will become effective from the effective date and binding on the Applicant and/or the Cardholder. Cardholder shall have been given to the Applicant and/or the Cardholder.
39. Each of the clauses and provisions of this Agreement is independent and distinct from the others and if at any time any one or more of such clauses or provisions is or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
40. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance, Cap.623 of the Laws of Hong Kong to enforce or to enjoy the benefit of any terms of this Agreement. The consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement.
41. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong (SAR).
42. These terms and conditions are written both in English and Chinese and in the event of conflict, the English version shall prevail.

Issued by Shanghai Commercial Bank Limited
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