上海商業銀行
SHANGHAI COMMERCIAL BANK

Shanghai Commercial Bank
Credit Card Cardholder Agreement

The person who signs the application as applicant ("Principal Cardholder") for the issuance to him and the supplementary Cardholder(s) (as hereinafter defined) by Shanghai Commercial Bank Limited ("SCB" or "the Bank") any of the Shanghai Commercial Bank Credit Card(s) (personal, co-branded/affinity cards and such other cards as the Bank may designate) as may be from time to time issued by the Bank ("Credit Card(s)" or the "Card(s)") and the person(s), if any, who sign(s) the application as supplementary Card applicant(s) ("Supplementary Cardholder(s)") jointly and severally agree with the Bank that the execution of the application and/or the retention and/or signature and/or activation and/or use of the Card by any of them shall constitute acknowledgement of receipt and acceptance by them and each of them of the following terms and conditions:-

1. Use of the Card is restricted to the relative Cardholder. (The expression "Cardholders" shall mean the Principal Cardholder and the Supplementary Cardholder(s), and the expression "Cardholder" shall mean any one of the Principal Cardholder and the Supplementary Cardholder(s); and the expressions the "Card" shall mean the Card issued to each of the Principal Cardholder and Supplementary Cardholder(s), the Card issued to him.)
2. Each Cardholder shall sign the signature panel on the back of his Card immediately upon receipt thereof.
3. The Principal Cardholder and the Supplementary Cardholder(s) shall be jointly and severally liable for all obligations imposed hereunder on a Cardholder including the obligation to pay the Bank on demand the entire outstanding (as hereinafter defined) outstanding on the account opened pursuant to these presents in the name of the Principal Cardholder (the "Account"). However, the Supplementary Cardholder shall not be held liable for the Charges as a result of the use by the Cardholder (defined in Clause 5 of the Principal Cardholder or other Supplementary Cardholder(s)) (if any). The expression "Charges" shall mean the aggregate of all and any purchases charged to the Account and all and any cash advances charged to the Account as a result of the use of the Card with or without authority of the Cardholder, all joining, annual, renewal, replacement and any other fees and charges in any of the foregoing and any other monies payable hereunder. Use of the Card means application of the Card to obtain goods, services, credit or money or to obtain any benefit.
4. Without prior authorization from the Bank, no Cardholder shall use the Card so that the outstanding balance on the Account exceeds the credit limit which is notified to the Principal Cardholder from time to time; PROVIDED that the Cardholders shall remain liable for Charges even if the credit limit has been exceeded with or without the Bank's consent.
5. Each Cardholder shall, upon use of the Card, sign the record of charge form or cash advance voucher with the signature appearing on the Card except where cash advances are obtained through any automatic teller machine ("ATM") or where purchases or cash advances are made at point of sale terminals or other computer interfaced terminals or any other electronic/telecommunication terminals or other services may be effected ("Terminals") where record of charge forms are not required to be used; PROVIDED that failure to do so will not relieve the Cardholder from liability.
6. Cardholder may obtain cash advance from any institution licensed by the relative card association(s) (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. All Cardholders may obtain cash advance through the use of Cards subject to such cash advance limit 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"). Payments for Credit Card(s) used to obtain cash advance in Hong Kong Dollars ("HKD"), the transaction will be converted into Renminbi Yuan ("CNY") at the exchange rate. Cash Advance Agreement and Fee Schedule for the time being in force are available upon request from our Customer Service Hotline at 2818 8266 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 Principal Cardholder.
8. The outstanding balance on the Account shall be paid as follows:-
   (a) the full amount outstanding as at the end of the statement period (the "Current Balance") is due and payable on or before the payment due date specified in the statement ("the Latest Payment Date") and if payment thereof is received by the Bank on or before the Latest Payment Date, no purchase finance charge will be levied;
   (b) if full payment is not received as aforesaid, a purchase finance charge prescribed from time to time will be levied on the daily unpaid balance of the Account from the date when the transaction is made until payment;
   (c) if the amount of Minimum Payment specified as specified on the statement is not received by the Bank on or before the Latest Payment Date, a late payment charge subject to the maximum amount and percentage specified in the Fee Schedule shall be levied in addition to the purchase finance charge and/or cash advance interest hereinbefore mentioned; and
   (d) notwithstanding anything contrary herein provided, if the Current Balance on the statement date has already exceeded the approved credit limit, an over credit limit handling fee will be levied on the account. The rate of purchase finance charge, cash advance interest including late payment charges and over credit limit handling fee 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 by the Cardholders upon demand by the Bank.
10. The Cardholders agree and shall have the duty to check and examine the entries appearing in statements. Any query thereof is received by the Bank within sixty days from the date of the relevant statement, the Cardholders shall be conclusively deemed to have agreed the correctness of the relative statement of Charges and their liability therefor and shall be estopped thereafter from making or defending any claim on the grounds of account errors or discrepancies 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 in relation to which the Bank has failed to exercise reasonable care; or
    (b) unauthorized transactions arising from forgery or fraud by any authorized officer, employee or agent of the Bank; or other unauthorized transactions arising from fraud or negligence on the part of the Bank or any or its authorized officers, employees or agents.

    For greater certainty, it is agreed that in any such event, the Bank needs not produce as evidence of indebtedness the signed charge forms or cash advance vouchers relating to the Charges included in the relative statement. If any Cardholder queries the correctness of the statement of Charges within the said sixty days period, the Bank may refer to Bank for copies of the record of charge form or cash advance vouchers relating to the Charges included in the relevant statement and upon payment of such search fees as the Bank may impose, shall be entitled to same. Save for the foregoing, the Cardholders shall not have any right to obtain copies of record of charge form or cash advance vouchers from the Bank. Those copies which may have been given at the time of purchase or advance, as the case may be.
11. If the Cardholder reports an unauthorized transaction to the Bank before the payment due date, 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 Cardholder is subsequently proved to be unjustified, the withheld amount will become immediately payable to the Bank and the Bank will have the right to re-impose interest or other finance charges and charges on the disputed amount for the period including the investigation period PROVIDED THAT in such event the Bank shall furnish to the Cardholder an explanation of its findings and will provide the Cardholder copies of documentary evidence upon request. Where unauthorized transaction has taken place as a result of the default, negligence, or fraud by any employee, authorized officer, employee or agent of the Bank and where the Bank has failed to exercise reasonable care, the Bank shall promptly advise the Cardholder and make relevant correction.
12. Payment made by the Cardholders shall be applied by the Bank for settlement of outstanding balance in such manner in whichever way the Bank shall in its absolute discretion think fit. No interest will accrue on any credit balance in the Account. The Bank may request the Cardholder to refund any credit balance in the Account subject to payment of a handling fee. Withdrawal by the Cardholder from the account on the date of the unpaid balance of the Account from the date when the transaction is made until payment;
13. If the amount of Minimum Payment specified as specified on the statement is not received by the Bank on or before the Latest Payment Date, a late payment charge subject to the maximum amount and percentage specified in the Fee Schedule shall be levied in addition to the purchase finance charge and/or cash advance interest hereinbefore mentioned; and
   (d) notwithstanding anything contrary herein provided, if the Current Balance on the statement date has already exceeded the approved credit limit, an over credit limit handling fee will be levied on the account. The rate of purchase finance charge, cash advance interest including late payment charges and over credit limit handling fee 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 by the Cardholders upon demand by the Bank.
10. The Cardholders agree and shall have the duty to check and examine the entries appearing in statements. Any query thereof is received by the Bank within sixty days from the date of the relevant statement, the Cardholders shall be conclusively deemed to have agreed the correctness of the relative statement of Charges and their liability therefor and shall be estopped thereafter from making or defending any claim on the grounds of account errors or discrepancies 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 in relation to which the Bank has failed to exercise reasonable care; or
    (b) unauthorized transactions arising from forgery or fraud by any authorized officer, employee or agent of the Bank; or other unauthorized transactions arising from fraud or negligence on the part of the Bank or any or its authorized officers, employees or agents.

    For greater certainty, it is agreed that in any such event, the Bank needs not produce as evidence of indebtedness the signed charge forms or cash advance vouchers relating to the Charges included in the relative statement. If any Cardholder queries the correctness of the statement of Charges within the said sixty days period, the may apply to the Bank for copies of the record of charge form or cash advance vouchers relating to the Charges included in the relevant statement and upon payment of such search fees as the Bank may impose, shall be entitled to same. Save for the foregoing, the Cardholders shall not have any right to obtain copies of record of charge form or cash advance vouchers from the Bank. Those copies which may have been given at the time of purchase or advance, as the case may be.
11. If the Cardholder reports an unauthorized transaction to the Bank before the payment due date, 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 Cardholder is subsequently proved to be unjustified, the withheld amount will become immediately payable to the Bank and the Bank will have the right to re-impose interest or other finance charges and charges on the disputed amount for the period including the investigation period PROVIDED THAT in such event the Bank shall furnish to the Cardholder an explanation of its findings and will provide the Cardholder copies of documentary evidence upon request. Where unauthorized transaction has taken place as a result of the default, negligence, or fraud by any employee, authorized officer, employee or agent of the Bank and where the Bank has failed to exercise reasonable care, the Bank shall promptly advise the Cardholder and make relevant correction.
12. Payment made by the Cardholders shall be applied by the Bank for settlement of outstanding balance in such manner in whichever way the Bank shall in its absolute discretion think fit. No interest will accrue on any credit balance in the Account. The Bank may request the Cardholder to refund any credit balance in the Account subject to payment of a handling fee. Withdrawal by the Cardholder from the account on the date of the unpaid balance of the Account from the date when the transaction is made until payment;
13. If the amount of Minimum Payment specified as specified on the statement is not received by the Bank on or before the Latest Payment Date, a late payment charge subject to the maximum amount and percentage specified in the Fee Schedule shall be levied in addition to the purchase finance charge and/or cash advance interest hereinbefore mentioned; and
14. Charge by the Cardholders shall be converted into HKD at the Account in HKD, if incurred in any currency other than HKD, the amount will be converted into HKD at a reasonable prevailing exchange rate adopted by the Bank from time to time as shown on the statement, Payments thereof shall be made in HKD. If the Bank decides to accept payment rendered in some other currency, the Cardholder shall be credited until converted by the Bank into HKD and the amount of HKD so obtained being net of any conversion charges shall be credited to the Account. Charge from the use of Renminbi Credit Card shall be debited to the relative Account in CNY, if incurred in any currency other than CNY, the amount will be converted into CNY and charged to the Account at a rate of exchange determined by reference to the rate of exchange adopted by CUP on the day such purchase is posted to the Account plus a percentage charged by the Bank, Payment for Renminbi Credit Card shall be made in CNY. If the Bank decides to accept payment other than CNY, such payment shall be credited to the Account after conversion into CNY at a rate of exchange determined by the Bank.
15. If the Principal Cardholder maintains HKD checking and/or savings account(s) with the Bank, and so applies on the face of the Application Form, the Bank may permit use of the ATMs accepted by JETCO ATM Network or installed by or belonging to any member of the JETCO ATM Network or any other ATM or EPS Terminals associated with the network of the relative card associations to perform deposit, withdrawal and other permitted transactions on such HKD devices on his nominated bank account(s) with the Bank as if the Card were a SHACOM Card.
16. Use of JETCO ATM or other ATM facilities to perform functions as mentioned in clause 14 hereof shall be subject to the Bank's SHACOM Card Terms and Conditions governing the use of the SHACOM Card. In the event of any conflict between such terms and conditions and the terms and conditions herein, the latter shall prevail.
17. 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 Cardholders for all purposes.
17. The Cardholder shall keep secret at all times the ATM Personal Identification Number ("ATM PIN") and the CAPE PIN card Automated Phone Enquiry ("CAPE") Service PIN ("CAPE PIN") issued to him for operating any ATM/Terminals or CAPE services respectively (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 Cardholder shall take the following steps to keep 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 telephone number, date of birth, identity card number, telephone number or other obvious numbers;
   (f) the Card should be kept safely;
   (g) cover the keypad when 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 Cardholder.
18. By means of the Card, the Cardholders will be entitled to access to the CAPE Services rendered by the Bank for the purpose of providing automated voice response to the Cardholder and receiving confirmation of settlement of payment also make enquiries and give instruction under CON service through Internet by means of the CON PIN. 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 all such service is for reference only. The Bank shall not be liable in any other manner shall constitute a cash advance notwithstanding any credit balance in the Account.
19. 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 pursuant to the laws applicable in Hong Kong and regulations from time to time in force in Mainland China in relation to any transactions conducted with the Renminbi Credit Card(s) issued thereon.
20. The Cardholder agrees to pay :-
   (a) an annual fee for each Card;
   (b) a handling fee for Re-issued or 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 transaction is rejected or cancelled

   in accordance with the Fee Schedule.

   The fees and charges paid herein are not refundable except that :-
   (a) if the Cardholder refuses to accept the variation to the terms and conditions of the Agreement which causes to terminate the Account within 30 days from the date of relative notice, the Bank will upon receiving the Cardholder's notice of termination refund any periodic fee previously collected to the Cardholder on a pro-rata basis, provided that such fee can be separately distinguished; and
   (b) if the Cardholder does not agree to the automatic renewal of the Card, the Cardholder shall notify the Bank sixty days from the date of renewal without paying any renewal fee.
21. The Bank shall not be liable for any act or omission of any merchant establishment or any institution offering cash advance howsoever caused, including, without limitation, any refusal to honour any Card or any default or deficiency in the quality or quantity of goods or services. In the event of default between such terms and conditions and the terms and conditions herein, the latter shall prevail.
22. Without prejudice to clause 24 hereof, shall be entitled to set off any amounts from time to time incurred in respect of the Account or as a result of the issue and/or use (whether or not authorised by the Cardholder) of the Card and/or the Account or a transaction done with the Card using the authentication factors (for example, personal identification numbers (PINs) and authentications tokens); and
23. All Cards remain the property of the Bank and the Bank has 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 cause and with or without notice, and may list any such Card in its cancellation list or bulletin or any other list or bulletin; all without liability to the Cardholders in connection with any such refusal, revocation or listing. Without limiting the generality of the foregoing, the Bank may refuse a requested Charge to the Account and may revoke the right to use any Card upon the death, bankruptcy or liquidation of any Cardholder or upon the breach by any Cardholder of any of his/her obligations under this Agreement. As long as you have any Card, the full amount of the outstanding balance on the Account is payable forthwith without demand or notice. Use of the Card by any Cardholder after the Bank has terminated or revoked or cancelled.
24. The Cardholder shall be responsible for taking all reasonable precautions to keep the Card safe and the authentication factors (for example, personal identification numbers (PINs) and authentications tokens) secure and confidential. Accordingly, you must not :-
   (a) the Card/authentication factors (for example, personal identification numbers (PINs) and authentications tokens) in a way that could result in loss of them;
   (b) the authentication factors (for example, personal identification numbers (PINs) and authentications tokens) is known by someone else;
   (c) there is suspicion of any counterfeit card bearing the same account number as the Card or purported to be issued in respect of the Account; or
   (d) there is any actual or suspected unauthorized use of the Card.

   the Cardholder must immediately notify the Bank's 24-hour Lost Card Reporting Hotline and confirm such to the Bank in writing as soon as practicable thereafter. Unless otherwise by the Bank, the Cardholder shall be liable for any Charges incurred by any person prior to the notification and the credit limit of the Account before notification of such loss/theft has been received by the Bank PROVIDED THAT if the Cardholder has not acted fraudulently, has not wilfully failed to disclosed Card information/authentication factor or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that a Card has been lost or stolen, the liability of the Cardholder for any unauthorized transactions which the Cardholder has informed the Bank of the loss/theft of the Card shall be limited to a maximum limit of HK$500.00.
25. Notwithstanding anything herein, in no circumstances shall the Bank be responsible for any indirect, consequential or other types of loss or damage arising directly or indirectly as a result of any use, purported use or inability to use the Card or services or otherwise howsoever arising or transactions made through the use of counterfeit cards or fraud and the liability of the Bank for any misuse of the Terminals shall be limited to those wrongly charged to the Cardholders' accounts and any interest on such amounts.
26. Without prejudice to clause 24 hereof, where the Cardholder has acted fraudulently or with negligence, including by not following the Cardholder's obligations set out in clause 17 and clause 24 hereof or failing to follow the safeguards from time to time notified by the Bank, then, where clause 24 does not apply, the Cardholder shall be liable and agrees and undertakes to :-
   (a) pay all amounts from time to time incurred in respect of the Account or as a result of the issue and/or use (whether or not authorised by the Cardholder) of the Card and/or 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, other costs and expenses (subject to clause 37 in accordance with clause 37), which the Bank may suffer or incur by reason of :-
      (i) any dispute with or other use of the Card; or
      (ii) any information supplied in relation to the application for or use or loss of the Card being false, incomplete or inaccurate; or
      (iii) all consequences arising from the Cardholder's breach of any of these terms and conditions (including the consequences of any Card coming into the possession of any unauthorized person)

   up to a total of the principal limit of the use of the Card, save in cases involving fraud by the Cardholder, where no liability limit will apply.
27. Before the Bank has taken effective action (which shall be taken within a reasonable period of time) to stop further uses of the Card after the Cardholder has reported lost of his Card/identification factors (for example, personal identification numbers (PINs) and authentications tokens) to the Bank according to the procedures as mentioned in clauses 24 and 26 hereof and anything to the contrary contained in the Bank's terms and conditions concerning the use of the Account, the Cardholder will be liable for any loss due to unauthorized transactions conducted between the Bank and the Cardholder, up to a maximum limit of HK$500.00.
28. Notwithstanding any revocation, surrender or non-renewal of the Cards or termination of this Agreement or closing of the Account, 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 such termination of this Agreement or the closing of the Account.
29. The Bank may at its discretion issue Supplementary Cards to any person or persons nominated as a Supplementary Cardholder by the Principal Cardholder. The terms and conditions governing the issuance and use of any such Supplementary Card and the Principal Cardholder shall be bound by and liable for its use in the same manner as if he had used it personally. The Principal Cardholder and Supplementary Cardholder shall not be held liable for the use of the Principal Card and other Supplementary Cards.
30. Subject to the Bank's absolute discretion cut it into halves, the Principal and Supplementary Cardholder may terminate this Agreement at any time by giving written notice to the Bank. The Principal Cardholder must return all Supplementary Cards after cutting them in halves, if he wishes to terminate this Agreement. The aforesaid termination will only come into effect after such notice and the relative Cards have been received by the Bank. The Principal Cardholder wishes to cancel/suspend a Supplementary Card whereas the same cannot be returned to the Bank, the Bank may, upon receiving such notice from the Principal Cardholder, take necessary procedure similar to the handling of a lost card to prevent further use of the Supplementary Card at the Cardholder's expense. Prior advice will be given to the Principal Cardholder if such expense is incurred. The Principal Cardholder shall be liable to all Charges incurred by the use of such Supplementary 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 accordance with the preceding sentence. Any card will not automatically lead to termination of any merchant auto payment arrangement such as direct debit, instalment plan, etc., and the Cardholder should settle all such charges due and payable to the Bank and/or for other purposes as the Bank deems fit and the Cardholder shall arrange with the relevant merchant to cancel the relevant merchant who will be responsible for making the necessary arrangements.
31. The Bank shall be entitled to combine or consolidate the outstanding balance of the Account for which the Cardholder is liable with any other accounts which that Cardholder maintains with the Bank, whether in the name of that Cardholder or in the name of that Cardholder and any other persons at any time without prior notice. In the case of a joint account in the names of the said person and any other person, the Bank may apply any credit balance on such joint account towards satisfaction of the indebtedness owed to the Bank by any holder of such joint account under this Agreement. For the avoidance of doubt and without prejudice to clause 31 above, as regards Card(s) issued to the Principal Cardholder, the Bank reserves the right to combine or consolidate the outstanding balance of the Account for which the Principal Cardholder is liable with any other accounts which that Supplementary Cardholder maintains with the Bank whether in the name of that Supplementary Cardholder or in the name of that Supplemental Cardholder and any other persons at any time without prior notice.
32. The Cardholders must forthwith notify the Bank in writing of any change by any of them in specimen signature, telephone number, employer's name, residential address, mailing address, e-mail address or any proposed absence from Hong Kong for a continuous period of more than thirty (30) days. If the Cards can be used to withdraw cash at ATMs or Terminals as mentioned in clause 14, the Cardholders must forthwith notify the Bank when any account which had been nominated for ATM or Terminals.
33. (a) The Bank may from time to time introduce new products/services to be made available to Cardholder including but not limited to the Bonus Point Program and Annual Fee Waiver Program which may be offered as governed by specific terms of such products/service notified to the Cardholder in such manner as the Bank deems fit. The Bank reserves the right to vary, suspend or prior notice for any significant changes in account terms or any time at the Bank's absolute discretion. Any such changes will become effective from the effective date and binding on the Cardholders after notice shall have been given to the Cardholders.

    (b) For the avoidance of doubt, it should be made clear that the Bank does not provide or supply any of the Services, but only acts as an agent for the purpose of the provision of this paragraph, "Services" are the services and privilege which are arranged and/or agreed by the relative card associations and/or the Bank to be supplied by Services Providers to the Cardholders including without limitation, any insurance coverage. Services Providers" are companies, individuals, companies or merchants who are arranged by and 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 person who is not a party to this Agreement and subject to Cardholders without any interference/involvement/knowledge and/or written 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 responsibility whatsoever resulting from or in connection (directly or indirectly) with the Services promoted.

    (d) For any claim or dispute between any of the Cardholders, in connection (directly or indirectly) with such use or mis-use of the Services, the Cardholder shall indemnify and keep indemnified the Bank from and against such damages reasonable costs and expenses as a result thereto or therefrom.
34. The Cardholders shall pay to the Bank forthwith all reasonable costs and expenses (including legal costs) incurred by the Bank 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 Cardholders to perform any or 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. Such costs will become a debt payable on demand of any costs and expenses incurred at the request of the Cardholder.
35. The Bank shall be entitled to seek assistance from any person, organization, governmental agency, consumer reporting agency, or any other source or employ debt collection agencies in the recovery of any debt. The Cardholders agree that the processing, copying, deleting, augmenting, extracting as well as transferring and disclosing of such personal data of the Cardholder and the Card(s) for the collection of all sums due and payable to the Bank and/or for other purposes as the Bank deems fit and the Cardholder shall arrange with the relevant merchant who will be responsible for making the necessary arrangements.
36. The Bank shall be entitled to combine or consolidate the outstanding balance of the Account for which the Cardholder is liable with any other accounts which that Cardholder maintains with the Bank, whether in the name of that Cardholder or in the name of that Cardholder and any other persons at any time without prior notice. In the case of a joint account in the names of the said person and any other person, the Bank may apply any credit balance on such joint account towards satisfaction of the indebtedness owed to the Bank by any holder of such joint account under this Agreement. For the avoidance of doubt and without prejudice to clause 31 above, as regards Card(s) issued to the Principal Cardholder, the Bank reserves the right to combine or consolidate the outstanding balance of the Account for which the Supplementary Cardholder is liable with any other accounts which that Supplementary Cardholder maintains with the Bank whether in the name of that Supplemental Cardholder or in the name of that Supplemental Cardholder and any other persons at any time without prior notice.
37. (a) The Bank may from time to time introduce new products/services to be made available to Cardholder including but not limited to the Bonus Point Program and Annual Fee Waiver Program which may be offered as governed by specific terms of such products/service notified to the Cardholder in such manner as the Bank deems fit. The Bank reserves the right to vary, suspend or prior notice for any significant changes in account terms or any time at the Bank's absolute discretion. Any such changes will become effective from the effective date and binding on the Cardholders after notice shall have been given to the Cardholders.

    (b) For the avoidance of doubt, it should be made clear that the Bank does not provide or supply any of the Services, but only acts as an agent for the purpose of the provision of this paragraph, "Services" are the services and privilege which are arranged and/or agreed by the relative card associations and/or the Bank to be supplied by Services Providers to the Cardholders including without limitation, any insurance coverage. Services Providers" are companies, individuals, companies or merchants who are arranged by and 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 person who is not a party to this Agreement and subject to Cardholders without any interference/involvement/knowledge and/or written 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 responsibility whatsoever resulting from or in connection (directly or indirectly) with the Services promoted.

    (d) For any claim or dispute between any of the Cardholders, in connection (directly or indirectly) with such use or mis-use of the Services, the Cardholder shall indemnify and keep indemnified the Bank from and against such damages reasonable costs and expenses as a result thereto or therefrom.
37. The Cardholders shall pay to the Bank forthwith all reasonable costs and expenses (including legal costs) incurred by the Bank 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 Cardholders to perform any or 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. Such costs will become a debt payable on demand of any costs and expenses incurred at the request of the Cardholder.
38. The Bank shall be entitled to seek assistance from any person, organization, governmental agency, consumer reporting agency, or any other source or employ debt collection agencies in the recovery of any debt. The Cardholders agree that the processing, copying, deleting, augmenting, extracting as well as transferring and disclosing of such personal data of the Cardholder and the Card(s) for the collection of all sums due and payable to the Bank and/or for other purposes as the Bank deems fit and the Cardholder shall arrange with the relevant merchant who will be responsible for making the necessary arrangements.
39. The Bank is entitled to disclose to Customers and Other Individuals relating to the Collection and Handling of Personal Data amended and updated from time to time ("the Code") and the Cardholders hereby expressly agree and consent that the Bank is entitled at any time, whether in and/or for the process of aforesaid purpose or otherwise, to obtain and/or exchange information relating to the Cardholders or his/her/their other accounts in the Bank with any bank, financial institution, exchange with, disclose and release to any of the said person or persons including those outside the legal jurisdiction of Hong Kong (SAR) as the Bank sees fit, and the Cardholders hereby consent and agree to utilize such information in the course of any business being carried on by him or it including without limitation for matching procedure (as regards Card(s) issued to the Principal Cardholder, the Bank reserves the right to combine or consolidate the outstanding balance of the Account for which the Supplementary Cardholder is liable with any other accounts which that Supplementary Cardholder maintains with the Bank whether in the name of that Supplemental Cardholder or in the name of that Supplemental Cardholder and any other persons at any time without prior notice.
40. The Cardholders must forthwith notify the Bank in writing of any change by any of them in specimen signature, telephone number, employer's name, residential address, mailing address, e-mail address or any proposed absence from Hong Kong for a continuous period of more than thirty (30) days. If the Cards can be used to withdraw cash at ATMs or Terminals as mentioned in clause 14, the Cardholders must forthwith notify the Bank when any account which had been nominated for ATM or Terminals.
41. The Bank or through its agent may issue at its discretion Replacement Cards to the Cardholder with effect. Any such issuance shall be upon such terms and conditions as the Bank may impose and the retention and use of which shall be subject to the terms of this Agreement.
42. The Bank may renew the Cards at its discretion unless written notice to the contrary is given by the Principal Cardholder to the Bank at least 30 days prior to the date of expiry of the Card.
43. A renewal Card will normally be issued prior to the expiry date of a Card. The Cardholder shall notify the Bank forthwith if a renewal Card has not been received by the last expiry date.
44. Notwithstanding any revocation, surrender or non-renewal of the Cards or termination of this Agreement or closing of the Account, 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 such termination of this Agreement or the closing of the Account.
45. The Bank may at its discretion issue Supplementary Cards to any person or persons nominated as a Supplementary Cardholder by the Principal Cardholder. The terms and conditions governing the issuance and use of any such Supplementary Card and the Principal Cardholder shall be bound by and liable for its use in the same manner as if he had used it personally. The Principal Cardholder and Supplementary Cardholder shall not be held liable for the use of the Principal Card and other Supplementary Cards.
46. Subject to the Bank's absolute discretion cut it into halves, the Principal and Supplementary Cardholder may terminate this