上海商業銀行
SHANGHAI COMMERCIAL BANK

Shanghai Commercial Bank UnionPay Dual Currency Diamond Corporate 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 UnionPay Dual Currency Diamond Corporate Credit 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 hereby jointly and severally agree with Shanghai Commercial Bank Limited ("the Bank") that the execution of the application and/or the retention and/or signature and/or activation and/or use of the Credit Card by the Cardholder shall constitute acknowledgement 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. The Card consists of both Hong Kong dollars account number ("HKD Card Account") and Renminbi card account ("CNY Card Account"). "HKD" means Hong Kong Dollars. "CNY" means Renminbi and HKD Card account and CNY Card account shall be collectively regarded as "the Account". A credit limit will be assigned by the Bank to the HKD Card account and CNY Card account respectively.
2. The Cardholder shall sign the signature panel on the back of the Card immediately upon receipt of the Card.
3. The Applicant and the Cardholder shall be jointly and severally liable for all obligations incurred, howsoever, by the Applicant and/or the cardholder including the obligation to pay to the Bank the Charges (as hereinafter defined) outstanding on the Account regardless of the scope 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 and/or the Cardholder and all fees, commissions, handling and other fees, interest on any of the foregoing and any other monies payable hereunder. Use of the Card means the presentation of the Card to a merchant for credit of 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 which is designated by 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 Banks consent.
5. The Cardholder shall, upon receipt 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 automatic teller machines ("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 devices or machines or devices approved by the Bank or provided by the relative card association's member network from time to time through which banking transaction or cash advances 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 Applicant and the Cardholder from liability.
6. The Applicant and/or the Cardholder may obtain cash advance from any institution licensed by UnionPay International ("UPI") and/or any other card association(s) which provide such services and which the Bank may notify 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 such institution or such other 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 therate in accordance with the Fee Schedule of Credit Card Services published from time to time by the Bank, or at such the interest rates, fees, handling charges and other charges applicable to the Card ("the Fee Schedule"). This Agreement and the Fee Schedule are being in force in Hong Kong and are upon request from our Customer Service Hotline at 2818 8236 or any branches of the Bank or the Banks website www.shacombank.com.hk.
7. Charges incurred from the use of the Card in CNY shall be posted to the CNY Card account, while the charges incurred in currencies other than HKD and CNY will be converted into HKD at a rate of exchange adopted by UnionPay plus an additional processing fee based on the rate of charge set by the Bank and be posted to the HKD Card account. The exchange rate to determine the Hong Kong dollar equivalent of purchases processed by the Bank, which may be different from the transaction date and therefore subject to market fluctuation. Customers are reminded to be careful when they apply for foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the merchant and not provided by the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency equivalent amount before confirmation. A handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may result in an extra charge (i.e. Applicant currency transaction handling fee. No further handling fee is charged by the Bank if you choose to settle foreign currency transaction in Hong Kong dollars at the point of sale overseas.
8. A monthly statement of Charges will be sent to the Applicant and the Cardholder. The Applicant and the Bank will maintain separate sections for each of the HKD Card account and CNY Card account specifying the respective Charges and payments made in respect of its respective Card.
9. The outstanding balance on the Account shall be paid as follows:-
   (a) the full amount outstanding as at the end of the statement period ("Current Balance") is due and payable on or before the latest payment date specified on the statement ("the Latest Payment Date") and if payment thereof is received by the Bank on or before the Latest Payment Date, no purchase interest will be levied on the daily unpaid balance of the Account from the date when the transaction is made until payment;
   (b) if the amount of the Minimum Payment (which is 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 and minimum amount as specified in the Fee Schedule shall be levied in addition to the purchase finance, cash advance and cash advance finance charges hereinbefore mentioned;
   (c) notwithstanding anything contrary herein provided, if the Current Balance shows that the monthly statement exceeded the approved credit limit, an over credit limit handling fee will be payable in accordance with the Fee Schedule. The rate of purchase finance charges and cash advance interest including late payment charges and over credit limit handling fee will be payable in accordance with the fee Schedule.
10. Notwithstanding anything to the contrary herein provided, the full amount outstanding on the Account is payable forthwith by the Applicant and the Cardholder upon demand by the Bank.
11. 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 application for correction is made within sixty days of the date of a statement, the Applicant and the Cardholder shall be conclusively deemed to have accepted the correctness of the relative statement of Charges and their liability therefor and shall be estopped thereafter from making or defending any claim or application in this regard any incorrectness in such statement unless it is in relation to :-
   (a) unauthorized transactions arising from forgery or fraud by any third party (including any employee 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 employee, officer or servant 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 needs not produce as evidence of the correctness 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 forms or cash advance vouchers or receipts relating to the Charges included in the relevant statement and upon payment of the fee as set out in the Fee Schedule and full compliance with such terms as the Bank may impose, shall be entitled to same. Save for the foregoing, the Applicant or the Cardholder agrees that the following shall be considered proof of charge forms or cash advance voucher except for those copies which may have been given at the time of purchase or advance, as the case may be.
12. If the Applicant and/or the Cardholder reports an unauthorized transaction to the Bank after the statement date, the Applicant and/or the Cardholder may request to withhold payment of the disputed amount and any interest or finance charge so long as the Bank's investigation period. 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 Account during the period including the investigation period PROVIDED THAT in such event the Bank shall furnish to the Applicant and/or the Cardholder all supporting documents and evidence upon the Applicant and/or the Cardholder copies of documentary evidence to time be notified to the Applicant and/or the Cardholder.
13. The Bank may at its discretion take such actions as such procedures, instructions and security features as may from time to time be notified to the Applicant and/or the Cardholder.
14. The Bank's record of the transactions effected by the use of the Card at any ATM or Terminals shall be, unless with Bank needs not produce as evidence of the correctness 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 forms or cash advance vouchers or receipts relating to the Charges included in the relevant statement and upon payment of the fee as set out in the Fee Schedule and full compliance with such terms as the Bank may impose, shall be entitled to same. Save for the foregoing, the Applicant or the Cardholder agrees that the following shall be considered proof of charge forms or cash advance voucher except for those copies which may have been given at the time of purchase or advance, as the case may be.
15. The Applicant and/or the Cardholder reports an unauthorized transaction to the Bank after the statement date, the Applicant and/or the Cardholder may request to withhold payment of the disputed amount and any interest or finance charge so long as the Bank's investigation period. 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 Account during the period including the investigation period PROVIDED THAT in such event the Bank shall furnish to the Applicant and/or the Cardholder all supporting documents and evidence upon the Applicant and/or the Cardholder copies of documentary evidence to time be notified to the Applicant and/or the Cardholder.
16. The Bank will not convert and/or transfer any credit balance or overpayment in one Account to settle outstanding balance in the other Account without giving prior notice to make payment directly to the relevant Account by way of its specified currency in order to settle the outstanding balance.
17. The use of the Card at any ATM for cash advances or other functions is also subject to the Bank's SHACOM Card Terms and Conditions, which are binding on the Applicant as such terms and conditions and the terms and conditions herein, the latter shall prevail.
18. The Bank's record of the transactions effected by the use of the Card at any ATM or Terminals shall be, unless with Bank needs not produce as evidence of the correctness 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 forms or cash advance vouchers or receipts relating to the Charges included in the relevant statement and upon payment of the fee as set out in the Fee Schedule and full compliance with such terms as the Bank may impose, shall be entitled to same. Save for the foregoing, the Applicant or the Cardholder agrees that the following shall be considered proof of charge forms or cash advance voucher except for those copies which may have been given at the time of purchase or advance, as the case may be.
19. The Applicant and the Cardholder shall keep secret at all times the ATM Personal Identification Number ("ATM PIN") and the Credit Card Automated Phone Enquiry ("CAPE") Service PIN ("CAPE PIN") issued to the Applicant and/or the Cardholder in respect of the Card. The ATM PIN and CAPE PIN are for use on ATM services and CAPE PIN services respectively (the ATM PIN and the CAPE PIN are hereinafter collectively referred to as "PIN") and shall not at any time nor under any circumstances allow any person to know the PIN. In particular, the Applicant and/or the Cardholder agrees that the following steps be taken to protect 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-researched 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 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.
   (i) not to use the PIN for accessing other service such as telephone line or connection services.
20. By means of the CAPE PIN, the Applicant and/or the Cardholder are allowed to access to the Credit Card Automated Phone Enquiry Service operated by the Bank for the purpose of providing automated voice response to 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 Credit Card Automated Phone Enquiry Service. Any information given by such service is for reference only. The Bank shall not be liable for the sufficiency or accuracy of the information so given and reserves the right to vary the services from time to time.
21. The Applicant and 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.
22. The Applicant and the Cardholder shall be charged:-
   (a) an annual fee for the uses of the Card;
   (b) a handling fee for each monthly statement 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 Applicant and/or the Cardholder's advice, repay the annual or other periodic fee previously collected to the Cardholder on a pro-rata basis, provided that such refund in this regard; and
   (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.
23. The Bank shall not be liable for any act or omission of any merchant establishment or of any institution offering cash advance howsoever caused, including, without limitation, any refusal to honour the Card, any defect in the quality of the goods or services supplied. Any claim or dispute against or with a merchant establishment or any institution offering cash advances may be resolved by the Applicant and/or the Cardholders directly. The Bank will credit the Account with refunds by a merchant establishment or an institution offering cash advances only upon receipt of the monies refunded and a properly issued credit voucher.
24. The Bank shall not be liable for any consequences if any transactions involving the use of the Card at any ATM or Terminal are not honoured or operative for any reason whatsoever or for the failure of any ATM or the same any malfunction and/or failure of any system which prevents performance of the transactions and the Bank and the Applicant malfunction is obvious or a notice of malfunctioning or suspension of services is displayed at any ATM or Terminal.
25. All Cards remain the property of the Bank. The Bank reserves 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, to any Cardholder. Upon request any such Card in its cancellation list or bulletin or any other list or bulletin circulated to merchants by the Bank and/or the Cardholders in connection with any such refusal, revocation or listing. Without limiting the generality of the foregoing, the Bank may refuse to authorize the use of the Card and/or may revoke the right to use any Card upon the death, bankruptcy or liquidation of any Applicant and/or any Cardholder or upon the breach by any Applicant and/or any Cardholder of any of the provisions herein. Upon revocation of the right to use the Card, the Bank shall be entitled to demand that the sum in the Account is payable forthwith without demand or notice. Use of the Card by the Applicant and/or the Cardholder after the notice of revocation shall render the Applicant and/or the Applicant and/or the Cardholder; PROVIDED that the Applicant shall remain liable for all Charges incurred by the use of the Card after a Card is revoked or cancelled.
26. The Applicant and 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) used in relation to the Card safe and secret at all time. If :-
   (a) the Card/authentication factors (for example, personal identification numbers (PINs) and authentications tokens) is lost or stolen;
   (b) the authentication factors (for example, personal identification numbers (PINs) and authentications tokens) is known by someone other than the Applicant and/or the Cardholder and the Applicant and/or the Cardholder shall be fully responsible for all withdrawals and transactions effected by the use of the Card 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 Cardholder has informed the police or other authorities of any loss or theft of the Card or disclosure of any Cardholder's information (such as, for example, personal identification numbers (PINs) and authentications tokens); or provided to the police or other authorities with the information or assistance required. In clause 26 unless such unauthorized transactions are caused by the default, negligence, forgery or fraud by an authorized officer, employee or servant of the Bank, if a third party has failed to exercise reasonable care and skills.
   (c) there is an actual or suspected unauthorized use of the Card

   the Applicant and/or the Cardholder must immediately notify the Bank's 24-hour Lost Card Reporting Hotline and confirm in such manner as determined by the Bank. The Applicant and/or the Cardholder shall be liable for any Charges incurred by the use of the Card prior to the Bank's receipt of notice of the Account before notification of such loss/theft has been received by the Bank PROVIDED THAT if the Applicant and/or the Cardholder has not disclosed Card information/authentication factors (PIN) has not otherwise been known to the Bank as soon as reasonably practicable after having found that the Card has been lost or stolen, the liability of the Applicant and/or the Cardholder for unauthorized transaction before the Applicant and/or the Cardholder have informed the Bank of the loss/theft of the Card shall be confined to a maximum limit of HK$500.00 on HKD Card account/CNY500.00 for CNY Card account.
27. Notwithstanding anything to the contrary herein, 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, misuse or loss of the Card, whether or not the Bank is otherwise howsoever arising or transactions made through the use of counterfeit cards or fraud and the liability of the Bank in relation to the Card.
28. Without prejudice to clause 26 hereof, where the Applicant and/or the Cardholder is any acted fraudulently or with negligence, including by not following the safeguards or meeting the Applicant and/or the Cardholder's obligations set out in clause 19 and clause 26 hereof or failing to follow the safeguards from time to time notified by the Bank, then, where clause 26 does not apply, the Applicant and/or the Cardholder shall be liable for all losses of the Account.
29. 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 fail to return the Card as required. The Bank's termination will only come into effect after such notice and the relative Cards have been received by the Bank. If the Applicant and/or the Cardholder fail to return the Card where the same cannot be returned to the Bank, the Bank may, upon receiving the Applicant's notice, take reasonable and lawful procedure similar to the handling of a lost card to prevent further use of the Card at the Applicant's expense. Prior notice will be given of any additional charges intended to be incurred. The Applicant and/or the Cardholder shall be liable to all Charges arising from 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 manners as aforesaid, notwithstanding that the Bank did not automatically lead to termination of any merchant auto payment arrangement such as direct debit, instalment plan, etc., that are charged against the termination of the use of the card. If cardholder wants to modify/terminate any merchant auto payment arrangement, cardholder should directly contact the relevant merchant who will be responsible for making the necessary arrangements.
30. The Bank reserves the right to combine or consolidate the outstanding balance of the Account for which the Applicant and/or the Cardholder is liable with any other accounts which the Applicant and/or the Cardholder may maintain with the Bank at any time without prior notice.
31. (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 and conditions 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 withdraw any of the aforesaid products/services at any time at its discretion.
   (b) The Bank reserves the right to make 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, the Services are products and services which are arranged and/or agreed by the relative card association or the Cardholders' relationship supplier to Providers to the Applicant and/or the Cardholder including without limitation, any insurance service and Services Provided to 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/ performed/carried out by the Services Providers and the relative card associations and/or such of the Services Providers to the Applicant and/or the Cardholder without any responsibility or liability of the Bank and the Bank is not a party to any 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 promoted.
   (d) For a willful acts, omission, breach of the Applicant and/or the Cardholder's obligations under this Agreement or any applicable laws, 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.
32. 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 such expenses and costs were reasonably incurred by the Bank in recovering or attempting to recover money owed by the Applicant 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 to the Applicant and/or the Cardholder for owing to the Bank after formal demands have been made by the Bank. The Bank will provide a breakdown of the costs and expenses upon the Applicant and/or the Cardholder.
33. 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 as it deems necessary in its sole discretion. The data processing, copying, deleting, augmenting, extracting as well as transferring and disclosing of such personal data of the Applicant and/or the Cardholder to the Bank. The Bank shall all sums due and payable to the Bank and/or for other purposes as the Bank may in its sole discretion deem fit, comply with the Bank's Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data (the "Circular") as may be issued and updated by the Bank from time to time. The Applicant and/or the Cardholders hereby expressly agree and consent to the Bank using, holding the Bank and to verify the information from, exchange with, disclose and release to any of the said person or institutions including those persons or institutions as the Bank considers (SAR) as the Bank sees fit or necessary and any such person or institution may use, hold, disclose, transfer and process any business being carried on by him or it including without limitation for matching procedures as defined in the Personal Data (Privacy) Ordinance, Cap.486 of the Laws of Hong Kong. The Applicant and/or the Cardholder in contract or in tort or in other area of laws for such obtaining, verification, exchange, disclose or release of information by the Bank or any act or omission any such person or entity aforesaid.
34. Notices, statements, demands and any other documents if sent by mail to the Applicant and/or the Cardholder shall be deemed received by the Applicant and/or the Cardholder two days after posting and shall be deemed to be received when the Bank shall not take effect until actually received.
35. The Bank reserves the right at all times to change the terms and conditions governing 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 after notice shall have been given to the Applicant and/or the Cardholder.
36. Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
37. 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 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.
38. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR.
39. These terms and conditions are written both in English and Chinese and in the event of conflict, the English version shall prevail.