上海商業銀行
SHANGHAI COMMERCIAL BANK

Shanghai Commercial Bank UnionPay Dual Currency Diamond 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 ("the Bank") any of the Shanghai Commercial Bank UnionPay Dual Currency Diamond Credit Card including personal, co-branded and/or affinity credit card (the "Card") and specific credit card in HKD/CNY as may be from time to time issued by the Bank ("Credit Card(s)" or the "Card(s)") and the person(s) who also 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 by the Principal Card and/or signature and/or activation and/or use of the Card(s) by any of them shall constitute each Cardholder's 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), if any; the expression "Cardholder" shall mean any one of the Principal Cardholder and the Supplementary Cardholder(s); and the expression the "Card" shall mean any one of the Card of the Principal Cardholder and Supplementary Cardholder(s), the Card issued to him by the Bank which is denominated in Hong Kong Dollars card account ("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 separately fixed by the Bank to the HKD Card account and the CNY Card account respectively.
2. Each Cardholder shall sign in the signature panel on the back of the 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 to the Bank the amount of any transaction (as hereinafter defined) outstanding on the account opened pursuant to these presents in the name of the Principal Cardholder (the "Account") PROVIDED however that a Supplementary Cardholder shall not be held liable for the Charges as a result of the use of the Card by 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/or cash advance charged to the Account as a result of the use of the Card with or without authority of the Cardholder, all joining fee, annual, renewal, replacement, handling and other fees, interest on 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 discharge any liability.
4. Without prejudice to the generality of the foregoing, 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 by the Bank. Cardholders shall remain liable for Charges whether or not 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 in respect of 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 machines or devices approved by the Bank or the Hong Kong Interbank Clearing Limited ("HKICL") or any of its associates or network members or such other person or entities as may be effected ("Terminals") where record of charge forms are not required to be used. Cardholder shall be liable for failure to do so will not relieve the Cardholder from liability.
6. Cardholder may obtain cash advance from any institution licensed by UnionPay International ("UPI") and/or any other card association(s) which provide such service up to the amount of available credit. The Bank reserves the right to limit 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 including relevant charge and interest at the rate in accordance with the Schedule of Current Banking Services published by the Bank from time to time setting out the interest rates, fees, handling charges and other charges applicable to the Card ("Schedule"). Please refer to Schedule of Charges/Schedule for the time being in force are available upon request from our customer service hotline 28338 6333 or any branches of the Bank or the Bank's 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 for charges incurred in currencies other than HKD and CNY, it will be converted to HKD at a rate of exchange adopted by UnionPay plus an additional percentage of transaction fee levied by the Bank and be posted to the HKD Card account. The exchange rate is determined on the date that the relevant transaction is processed by the Bank, which may be different from the transaction date and therefore subject to market fluctuation. Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchant with such card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fee to be applied before such transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve additional costs such as dynamic 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 Principal Cardholder's correspondence address showing separate sections for each of the HKD Card account and CNY Card account specifying the respective Charges and payment details of transactions and/or cash advance.
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 (the "Current Balance") is due and payable on or before the latest payment date specified in the statement ("the Latest Payment Date") and if payment is received by the Bank on or before the Latest Payment Date, no purchase finance charge is payable;
   (b) if full payment is not received as aforesaid a purchase finance charge and/or cash advance interest will be levied on the daily unpaid balance of the Account from the date when the Charges were posted to the Account;
   (c) if the amount of "Minimum Payment Amount" as specified in 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 payable 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 shown in the monthly statement reconciled to the appropriate credit limit and no credit limit handling fee will be levied on the account. The rate of purchase finance charge and/or 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 in the relevant account is payable by the Cardholders upon demand by the Bank.
11. The Cardholders agree and 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 from the date of the relevant statement, the Cardholders shall be conclusively deemed to have accepted the correctness of the relative statement of Charges and their liability therefor and shall be estopped from disputing the correctness of the same and claim on the grounds of 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, agent or servant of the Cardholder) 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 needs not produce as evidence or indebtedness the record of charge forms or cash advance vouchers relating to the Charges included in the relative statement. If any Cardholder disputes any of the Charges as specified in the Schedule of Charges within the said sixty days period, he may apply to the Bank for copies of the record of charge forms or cash advance vouchers relating to the Charges appearing 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 Cardholders shall not be entitled to claim for production of record of charge forms or cash advance voucher except for those copies which may have been given at the time of purchase or cash advance, as the case may be.
12. If the Cardholder reports an unauthorized transaction to the Bank, the Cardholder agrees that the Bank may require the request to withhold payment of the disputed amount and any interest or finance charge so incurred during the investigation period, if however, the investigation by the Bank or the subsequently proved to be unfounded, then the disputed amount will become immediately payable by the Cardholder 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 period during which PROVIDED that in such event the Bank shall furnish to the Cardholder an explanation of its findings and shall provide such information such as documentary evidence upon request. Where unauthorized transaction has taken place as a result of the default, negligence, fraud or forgery of the Bank's employee, officer, employee or agent of the Bank and where the Bank has failed to exercise reasonable care and skill, the Bank will promptly advise the Cardholder and make relevant correction.
13. Payment made by the Cardholders shall be applied by the Bank for settlement of outstanding balance in the HKD account in whichever way the Bank shall in its absolute discretion think fit. No interest accrues on credit balance in the Account. The Cardholder may request the Bank to refund any credit balance in the Account, subject to payment of a handling fee. Withdrawal of the credit balance in the Account in any other manner shall constitute a cash advance notwithstanding the instruction in the relevant Latest Payment Date, no purchase finance charge is payable; the Cardholder shall be liable to settle the HKD Card account shall be made in HKD subject to the Bank's discretion to accept payment in other currencies. If any payment is made in currencies other than HKD, such payment shall be credited into the HKD Card account after conversion into HKD at a rate of exchange determined by the Bank.
14. All payments made by the Cardholders to settle the CNY card account shall be made in CNY or HKD subject to the Bank's discretion to accept payment in other currencies. If any payment is made in currencies other than CNY or HKD, such payment shall be credited into the CNY Card account after conversion into CNY at a rate of exchange determined by the Bank on the date of processing (at its absolute discretion) to refuse payment of any sum of money into the Card Account in excess of the outstanding balance or to refuse to accept the account designated by Cardholder for settlement of the CNY Card account by any particular method of cheque payment. HKD will be converted into CNY at the prevailing rate of exchange determined by the Bank on the date of processing of the Sales Slip/Transaction Record for payment. Due to fluctuation of the exchange rate, Cardholder shall maintain sufficient funds in the relevant CNY account or conversion into CNY to avoid payment shortfall which will result in finance charge and/or other charges as provided in this Agreement.
15. The Bank will not convert and/or transfer any credit balance or overpayment in any one account to settle outstanding balance in the other Account, and Cardholders will need to make payment directly to the relevant Account by way of its designated payment channel for settling outstanding balance.
17. If the Principal Cardholder maintains any deposit account(s) with the Bank, and so applies on the face of the Application, his Card may be used on any one 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 any other Terminals designated by the Bank from time to time, and withdrawal and other functions of the terminals machines or devices on his nominated bank account(s) with the Bank as if his Card were issued by the Bank.
18. Use of JETCO ATM or other ATM facilities to perform functions as mentioned in clause 17 hereof shall be subject to the Bank's Shacom Card Terms and Conditions governing the use of the Shacom Cards. In the event of conflict between such terms and conditions and the terms and conditions herein, the latter shall prevail.
19. The Bank's record of the transactions effected by the use of the Card at any ATM or Terminals shall be, unless with manifest error, conclusive and binding on the Cardholders for all purposes.
20. The Cardholder shall keep secret at all times the ATM Personal Identification Number ("ATM PIN") and Card Verification Value/Card Verification Code ("CVV") and Card Authentication Method Enquiry ("CAPE") Service PIN ("CAPE PIN") issued to him by the Bank. The ATM PIN, CVV and CAPE PIN services respectively (the ATM PIN and the CAPE PIN are hereinafter collectively referred to as the "PIN") and shall not at any time or under any circumstances disclose the same to know the PIN. In particular, the Cardholder shall take the following steps to keep the PIN secret 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 see 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 combinations readily accessible from the Cardholder's identity card number, date of birth, telephone number or other obvious numbers;
   (f) the Card should be signed promptly;
   (g) cover the keypad when the PIN is entered to avoid the PIN being observed or recorded; and
   (h) the Card should only be used in accordance with such procedures, instructions and security features as may from time to time be prescribed by the Bank.
   (i) not to use the PIN for accessing other service such as telephone banking or Internet services.
21. Any of the Cards, CAPE PIN, CVV, CAPE, personal identification numbers (PINs) and authentications tokens) is lost or stolen;
   (b) the authentication factors (for example, personal identification numbers (PINs) and authentications tokens) or security codes or policies agreed with the information or assistance prescribed in clause 27 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 skill;
   (c) there is any actual or suspected unauthorized use of the Card.

   The Cardholder must immediately notify the Bank's 24-hour lost Card reporting service hotline and confirm such notification in writing and to the police or other authorities, if so required by the Bank. The Cardholder shall be liable for any Charges incurred by the Cards if such Charges are incurred within the credit limit of the Account before notification of such loss/theft has been received by the Bank. PROVIDED THAT the Cardholder has not acted fraudulently, with gross negligence or has not disclosed Card information/authentication factor or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his or her card has been lost or stolen, the Cardholder shall not be responsible for any unauthorized transaction before the Cardholder has informed the Bank of the loss/theft of the Card shall be confined to a maximum of HK$350.00 or CNY350.00 (or such other amount CNY500.00 for CNY Card account).
22. Notwithstanding any of the foregoing, in 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, misuse or malfunction of the Card or Terminals or otherwise howsoever arising or transactions made through the use of card and the Cardholder shall be liable for all Charges for any misuse of the Card which has not been received by the Cardholder unauthorized transactions after notice of loss/theft of the Card has been given by the Cardholder. Any malfunction of the Terminals shall be limited to those amounts wrongly charged to the Cardholders accounts and any interest on those amounts.
23. 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 this Agreement and chooses to terminate this Agreement before the date on the date of relative notice, the Bank will upon receiving the Cardholder's advice, repay the annual or other periodic fee previously collected by the Cardholder on a pro-rata basis, provided that no fee can be separately distinguished;
   (b) if the Cardholder does not agree to the automatic renewal of the Card, he may terminate the Account within 30 days from the date of renewal without paying any renewal fee.
24. The Bank shall not be liable for the refusal of any person of any merchant establishment or of any institution offering cash advance howsoever caused, including, without limitation, any refusal to honour the Card or any defect or deficiency in the goods or services supplied. Any claim or dispute against or with any merchant establishment or any institution offering cash advances must be resolved by 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.
25. The Bank shall not be liable for any consequences if any machine/terminal does not accept the Card or the Card 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 the machine, telex or computer performance of any services provided by the Bank and such malfunction or failure is not caused by the Bank's default. A suspension of services is displayed at any ATM or Terminal.
26. All Cards remain the property of the Bank. The Bank may at its absolute discretion without notice to the Cardholder or any party and may further revoke the right to use any Card at any time, withhold renewal and require the return and/or destruction of 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 action. Without limiting the foregoing, the generality of the foregoing, the Bank may refuse a requested charge to be made and withhold renewal of or charge any Card upon the death, bankruptcy or liquidation of any Cardholder or upon the breach by any Cardholder of any of the provisions hereof. Upon revocation of the right to use the Card, the full amount of the outstanding balance on the Account and/or Charges incurred through the use of any of the Card by any Cardholder after notice of revocation constitutes a fraud on the part of the Cardholder PROVIDED that the Cardholder shall not be personally liable for all Charges incurred by the use of a Card after the Card is destroyed or returned.
27. 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) confidential at all time. It :-
   (a) to keep the Card safe and the personal identification numbers (PINs) and authentications tokens) confidential and not to disclose them to any other person or to allow any unauthorized use thereof;
   (b) not to use the PIN for accessing other service such as telephone banking or Internet services.
   (c) not to write down or record the PIN without disguising it;
   (d) to notify the Bank promptly upon :-
      (i) the loss, theft or misuse of the Card or the PIN;
      (ii) any information recorded in the Card, save where no liability will apply.
28. 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 receiving notification from the Card/authentication factors (for example, personal identification numbers (PINs) and authentications tokens) of the Bank and notwithstanding and without prejudice to clauses 7 and 29 hereof and anything to the contrary contained in this Agreement, the Cardholder shall be liable for use of the Shacom Card, the Card in so far as it can be used to operate all the Cards and all the Cards and all Cards issued to the Cardholder at the risk of the Cardholder and the Cardholder shall be fully responsible for all withdrawals and transactions effected by the use of the Card (whether authorized or not) unless the Cardholder has notified the police or other authorities of any loss or theft of the Card or disclosure of the authentication factors (for example, personal identification numbers (PINs) and authentications tokens) or security codes to the police or other authorities with the information or assistance prescribed in clause 27 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 skill.
29. Without prejudice to clause 27 hereof, where the Cardholder has acted fraudulently or with negligence, including by notifying the Bank records or unduly delaying in notifying the obligations set out in clause 20 and clause 27 hereof or failing to follow the safeguards from time to time notified by the Bank then, where clause 7 will not apply, the Cardholder shall be liable and agrees and undertakes to :-
   (a) pay promptly on demand all debts, 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 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 30 hereof) which may be incurred 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 misleading;
      (iii) all consequences arising from the Cardholder's failure to observe any of the terms and conditions or consequences of any Card coming into the possession of any unauthorized person)

   up to a total amount equal to the credit limit of the Card, save in cases involving fraud by the Cardholder, where no liability will apply.
30. 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 receiving notification from the Card/authentication factors (for example, personal identification numbers (PINs) and authentications tokens) of the Bank and notwithstanding and without prejudice to clauses 7 and 29 hereof and anything to the contrary contained in this Agreement, the Cardholder shall be liable for use of the Shacom Card, the Card in so far as it can be used to operate all the Cards and all the Cards and all Cards issued to the Cardholder at the risk of the Cardholder and the Cardholder shall be fully responsible for all withdrawals and transactions effected by the use of the Card (whether authorized or not) unless the Cardholder has notified the police or other authorities of any loss or theft of the Card or disclosure of the authentication factors (for example, personal identification numbers (PINs) and authentications tokens) or security codes to the police or other authorities with the information or assistance prescribed in clause 27 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 skill.
31. The Bank reserves the right from time to time introduce new products/services to be made available to Cardholder including but not limited to Annual Fee Waiver Program and Annual Fee Waiver/Discount Program and to vary, delete or change any of the terms of such products/services as notified to the Cardholder in such manner as the Bank deems fit. The Bank reserves the right to vary, suspend or terminate any of the said products/services at any time at its discretion.
32. 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 benefits which are arranged and/or agreed by the relative card associations to be provided by Services Providers to the Cardholders including without limitation, any insurance service and "Services Providers are those individuals or companies or merchants who are arranged by and have agreed with the relative card associations to supply Services to Cardholders.
33. Services so offered or promoted are provided/supplied/conducted/arranged (as the case may be) directly by the card associations and/or such of the Services Providers to Cardholders without any interference/involvement whatsoever by the Bank (unless otherwise stated herein to 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 liability whatsoever resulting from or in connection (directly or indirectly) with the Services.
34. For any wilful acts, omission, breach of the Cardholders in connection (directly or indirectly) with such use or mis-use of the Services, the Cardholder shall indemnify the Bank against any loss or damages including without reasonable costs and expenses as a result thereto or in connection.
35. The Cardholders shall pay to the Bank forthwith all reasonable costs and expenses including but not limited to legal expense on a solicitor and own client basis and collection agents fee which are of reasonable amount and reasonably incurred in the event of the Bank recovering or attempting to recover debts owed hereunder as a result or default on the part of the Cardholders to perform any of their obligations in this Agreement and/or Supplementary Agreement and/or claiming money due and owing to the Bank after formal demands have been received from the Bank. The Cardholder shall procure a breakdown of the costs and expenses incurred at the request of the Cardholder.
36. The Bank shall be entitled to seek assistance from any person, organization, governmental agency, consumer reporting agency, or any of the Bank's agents or contractors or its agencies and/or institutions for the collection, holding, processing, copying, deleting, augmenting, extracting as well as transferring and disclosure of any and all details of the Cardholder and for the collection of the all sums due and payable to the Bank and the Cardholder hereby consents as he deems fit or necessary in accordance with the Bank's Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data. The Cardholder's personal data amended and updated from time to time. The Cardholder(s) agrees that if he wants to modify/terminate any merchant auto payment arrangement, cardholder should directly contact the relevant merchant who will be responsible to make the relevant amendments.
37. The Bank reserves the right to combine or consolidate the Cardholder's accounts in the Bank and to verify the information from any other accounts which the Cardholder maintains with the Bank whether in the name of that Cardholder alone or jointly with other persons at any time without prior notice. In the case of a joint account, the Cardholder and each other person, the Bank may apply any credit balance on such joint account towards satisfaction of indebtedness owed to the Bank by any one or more of them. Nothing in this Agreement for the avoidance of doubt and without prejudice to clause 13 hereof, the Bank reserves the right to combine or consolidate the outstanding balance of the Account with the Cardholder's other accounts and the Cardholder shall be liable with any other accounts which that Supplemental Cardholder maintains with the Bank whether in the name of that Supplemental Cardholder alone or jointly with the name of that Supplemental Cardholder and any other persons at any time without prior notice.
38. The Bank may from time to time introduce new products/services to be made available to Cardholder including but not limited to Annual Fee Waiver Program and Annual Fee Waiver/Discount Program and to vary, delete or change any of the terms of such products/services as notified to the Cardholder in such manner as the Bank deems fit. The Bank reserves the right to vary, suspend or terminate any of the said products/services at any time at its discretion.
39. 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 benefits which are arranged and/or agreed by the relative card associations to be provided by Services Providers to the Cardholders including without limitation, any insurance service and "Services Providers are those individuals or companies or merchants who are arranged by and have agreed with the relative card associations to supply Services to Cardholders.
40. Services so offered or promoted are provided/supplied/conducted/arranged (as the case may be) directly by the card associations and/or such of the Services Providers to Cardholders without any interference/involvement whatsoever by the Bank (unless otherwise stated herein to 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 liability whatsoever resulting from or in connection (directly or indirectly) with the Services.
41. These terms and conditions are written both in English and Chinese and in the event of conflict, the English version shall prevail.