

# **DBS CREDIT CARD TERMS AND CONDITIONS**

**DBS Bank (Hong Kong) Limited**



Effective date: 15<sup>th</sup> February 2010

CPF/CSV/0021 (02/10)

# DBS CREDIT CARD TERMS AND CONDITIONS

- A. These Terms and Conditions ("Agreement") are applicable to your VISA/MasterCard/American Express or other specified card issued by DBS Bank (Hong Kong) Limited from time to time ("the Card(s)") and your Card Account(s). Please read them carefully before you sign, use or activate the Card(s). Upon signing, using or activating the Card(s), you will be bound by this Agreement.**
- B. Accordingly, immediately after you receive the Card, please review this Agreement and if you accept it:**
- (i) **complete the Card acknowledgment/activation procedure; and**
  - (ii) **sign the back of the Card without delay.**
- If you do not accept this Agreement, you must immediately cut the Card in half and return it to us. No charge will be made. As an unsigned Card can very easily be misused, you must act without delay to accept or return the Card.**

**Your attention is drawn to the following key provisions:**

Key Provisions	Relevant Clause(s)
1. Card activation and acknowledgment and your responsibility to sign the Card without delay	A B
2. Your obligations for Card/PIN security	3.1
3. Card misuse:	
(a) Our Lost Card Total Protection Service	3.3
(b) Your liability if you act fraudulently or negligently	3.4
4. Your liability for losses before Card loss is reported	3.3 & 3.4
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6. Your obligations upon termination	5.3
7. Our right to ask for repayment	5.5
8. Limited liability of Supplementary Cardholder	6.2
9. Your 60-day right to query your Card Account statement	8.2
10. Your right to terminate the Card if you do not accept any amendment	10
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12. Your right not to pay during our disputed amount procedure	14
13. Your liability for our collection costs	17.1

**We aim to ensure you can fully understand how your Card operates and will enjoy using our card service. In case of questions, please contact our 24-hour Customer Services Hotline: 2290 8888.**

When you read this Agreement, bear in mind that "you", "your" and "Cardholder" mean the person named on the enclosed Card. The words "we", "our" and "us" refer to DBS Bank (Hong Kong) Limited and its successors and assigns. If you are the individual requesting us to issue the Card(s) to you, you will be known as the "Principal Cardholder" and you will have an account with us called the "Card Account". If you have received this Card(s) upon the request of a Principal Cardholder to be used in conjunction with the Principal Cardholder's Card Account, you will be called the "Supplementary Cardholder", and each Card(s) issued to you will be known as a "Supplementary Card".

## 1. USE OF CARD/PIN

### 1.1 RECEIPT OF CARD/PIN

If your application for a Card is approved, we shall send you a Card and a Personal Identification Number (PIN) to be used in conjunction with your Card.

### 1.2 CARD AND PIN FACILITIES

You may use your Card for making authorised purchases or obtaining cash advances. No other person is allowed to use the Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilise using your PIN. Should we decide to, we may also modify any such facilities.

### 1.3 USE OF CARD

The Card must only be used by you. It is not transferable and you may not pledge the Card as security for any purpose. The Card must not be used in connection with illegal gambling transactions or for any other illegal purposes and if we believe such use has occurred, we may refuse to accept any resulting Card transactions.

### 1.4 RENEWAL

A renewal Card will normally be issued at least 30 days prior to the expiry date of a Card. You must promptly inform us if a renewal Card has not been received by the Card expiry date.

### 1.5 REPLACEMENT

We shall not be obliged to issue a replacement Card to you if your Card is lost, stolen or used in an unauthorised way.

### 1.6 SUPPLEMENTARY CARD

We may (at our discretion) issue Supplementary Card(s) in the name(s) of those person(s) nominated in writing by the Principal Cardholder.

## 2. CREDIT LIMIT

### 2.1 CARDHOLDER NOT TO EXCEED OVERALL CREDIT LIMIT

We may set an overall credit limit in respect of each Principal Cardholder, and within such credit limit, we may set an individual credit limit in respect of each Card Account (if applicable). The total amount (whether principal, interest, costs, fees and/or other amounts payable) incurred under all Card Accounts by the Principal Cardholder and the Supplementary Cardholder(s), whether or not immediately due, when added together, must not exceed the overall/combined credit limit set for each Principal Cardholder. If an individual credit limit is set in respect of a Card Account, the total amount (whether principal, interest, costs, fees and/or other amounts payable) incurred under the said Card Account by the Principal Cardholder and Supplementary Cardholder(s), whether or not immediately due, when added together, must not exceed the credit limit set for the said Card Account. The credit limit is uncommitted and we may, where necessary, review, vary or cancel the credit limits of any of your individual card(s) and/or the combined credit limit at our discretion without notice.

### 2.2 EXCEEDING CREDIT LIMIT

We may choose to approve certain Card transactions that would result in the credit limit (the combined credit limit and/or individual credit limit in respect of a Card Account) being exceeded. Whenever your credit limit has been exceeded, you shall immediately pay us the over limit amount. We may also refuse to authorise any Card transaction that you wish to effect even though it would not cause the credit limit to be exceeded.

### **3. LOSS/THEFT OF CARD/DISCLOSURE OF PIN/ACCOUNT NUMBER**

#### **3.1 DUTY TO PREVENT LOSS/THEFT/FRAUD**

Your Card(s) remain our property at all times. You must keep your Card(s) securely and ensure that your Card Account number(s) and PIN are not disclosed to any other person. You must take all reasonable steps to keep the Card safe and the PIN secret, to help prevent fraud. In particular:

- (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) if it is written down, the PIN should always be disguised;
- (e) self-selected PIN should avoid easily accessible personal information such as your identity card number, date of birth, telephone number or other obvious numbers;
- (f) the PIN should never be used in other services (such as services on the internet);
- (g) the Card should be kept safely; 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 you.

#### **3.2 DUTY TO NOTIFY US**

Should you discover that your Card or PIN is lost, stolen or used in an unauthorised way, you shall notify us as soon as reasonably practicable of the loss, theft or unauthorised use by calling our Customer Services Hotline at 2290 8888 or our Report Lost or Stolen Card Hotline at 2832 6603. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that we may require.

#### **3.3 LIABILITY FOR LOST/STOLEN CARDS**

Provided that you have not acted fraudulently, with gross negligence or have not otherwise failed to inform us as soon as reasonably practicable after discovery of the loss/theft/disclosure of your Card and/or the PIN, subject to clause 17.4 below, you shall not be liable for any transactions (except cash advances) carried out before and all transactions carried out after we have been notified of the loss/theft/disclosure, and we will waive your liability:

- (a) arising due to misuse, if the Card is not received by you;
- (b) for any or all transactions not authorised by you after we have been given adequate notification that the Card/ PIN has been lost or stolen or when someone else knows the PIN (subject to clause 3.4 below);
- (c) where faults have occurred in the terminals, or other systems of any Bank, which cause you to suffer loss, unless the fault was obvious or advised by a message or notice on display;
- (d) due to failure of our security features in respect of the Card; and/or
- (e) when transactions are made through the use of counterfeit cards or fraud (not involving you).

Your liability for any monthly/periodic payment arrangements already established shall continue in accordance with clause 17.4.

#### **3.4 FRAUD OR NEGLIGENCE**

If you have acted fraudulently or with gross negligence (including, but not limited to, by not acting in accordance with clauses 3.1 and 3.2, or have failed to follow the safeguards that we notify from time to time), then, where clause 3.3 is not applied, you shall be liable and agree and undertake to:

- (a) pay promptly on demand all debts, liabilities and/or other amounts from time to time incurred; and
- (b) hold us harmless and indemnify us on a full indemnity basis, on demand for any liability for loss, damage, reasonable costs and expenses which we may suffer or incur by reason of:
  - (i) any transaction with or other use of the Card;
  - (ii) any information supplied in relation to the application for or use or loss of the Card being false, incomplete or inaccurate; and/or
  - (iii) all consequences arising from each Cardholder's breach of this Agreement (including consequences of any Card coming into the possession of any unauthorised person).

### **4. PAYMENT**

#### **4.1 LIABILITY FOR TRANSACTIONS**

We shall send the Principal Cardholder a Card Account statement every month listing the transactions incurred by the Principal Cardholder and the Supplementary Cardholder(s) (where applicable) in respect of each Card Account(s). You shall be liable for all transactions effected or authorised through the use of the Card even if no sales draft is signed by you and/or the credit limit (the combined credit limit and/or individual credit limit in respect of a Card Account) is exceeded. Types of transactions effected or authorised without your signature may include but without limitation orders placed over the telephone, the internet, by mail, by facsimile, and the use of Card in a JETCO or other automated teller machines, at merchant's point of sale terminal, in a credit card payphone or other devices.

#### **4.2 PAYMENT OBLIGATIONS**

- (a) Interest rates, fees and charges in respect of the Card are payable in accordance with the Fee Schedule or other notices, which we may, in the manner described in clause 10 below, at our discretion, vary from time to time. Except where we advise otherwise from time to time, all finance charges are calculated and accrued on a daily basis.
- (b) On or before the due date, each month, you must pay us the statement balance in full or at least pay the minimum payment as specified in any monthly statement in accordance with the Fee Schedule or other notices. You must also pay any amount in excess of the applicable credit limit (the combined credit limit and/or individual credit limit in respect of a Card Account). If the statement balance is paid in full by the due date, then no finance charge (other than interest charged on cash advances pursuant to clause 4.3) will be charged. If the statement balance is not paid in full on the due date, then:
  - (i) the outstanding balance will be subject to a finance charge on a daily basis from the day after the last statement date; and
  - (ii) every new transaction posted to the Card Account after the statement date will also be subject to that finance charge, with effect from the date of such transaction, until the amount shown in the last Card Account statement is paid in full. The finance charge is calculated at a prevailing rate as shown on the Fee Schedule or other notices.
- (c) If you fail to pay the minimum payment on the due date as specified in any monthly statement, your Card Account will be regarded as in a delinquent status. A late fee and a finance charge (adjusted by a delinquency adjustment rate, if applicable) will be charged at the rate shown on the Fee Schedule or other notices. For details of delinquency adjustment, please refer to the Fee Schedule and/or other notices as from time to time issued by us.
- (d) Any finance charge payable by you shall be calculated based on a 365-day year.

### 4.3 CASH ADVANCES

Notwithstanding the credit limits referred to in clause 2.1, you may use your Card to obtain cash advances only up to the limit determined by us from time to time, whether or not such limit is notified to you. If a cash advance is obtained through the use of your Card and/or the PIN of your Card, we will charge interest on cash advances and relevant fees, at the prevailing rates from time to time shown on the Fee Schedule or other notices. Such interest will be charged from the date a cash advance is made until the date of actual repayment.

### 4.4 FOREIGN CURRENCY TRANSACTIONS

All payments to us must be made in Hong Kong Dollars. We or other third parties (such as the banks of merchants) will convert Card transactions not denominated in Hong Kong Dollars into Hong Kong Dollars at the rate selected by the relevant card association (e.g. VISA, MasterCard) from a range of wholesale market rates or government-mandated rate, or (where converted by other third parties) at the other third party's applicable exchange rate on the conversion date, plus an additional foreign exchange rate adjustment set by us together with any fees charged by the relevant card association to us, if applicable. The exchange rates in relation to card associations are available from the Customer Services Hotline, but for other third party's exchange rates, you may need to contact the relevant party directly.

### 4.5 OUR LIABILITY ON PAYMENT

Deposits made at a terminal will only be credited to the Card Account once verified by us. Cheques are accepted for collection only and remain subject to clearance. The proceeds will only be available following clearance and receipt of payment by us.

## 5. TERMINATION OF USE OF CARD AND CARD ACCOUNT

### 5.1 OUR RIGHT TO TERMINATE

We may (where the circumstances are considered reasonable) at any time suspend, withdraw, cancel or terminate the Card and/or any related services offered (such as credit limit (the combined credit limit and/or individual credit limit in respect of a Card Account), cash advance, cash rebate, bonus point program or other service or promotional arrangements) and/or disapprove any proposed Card transaction even though it would not cause the credit limit (the combined credit limit and/or the individual credit limit in respect of a Card Account) to be exceeded and may not give any reason or notice. Although prior notice of any such step may be given, this will not always be possible. **We shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by you as a result of any such action.** Upon our request, you shall immediately return the Card to us. Your Card shall cease to be valid and must not be used upon your death, bankruptcy or insolvency or when we cease to know your whereabouts (other than through our fault).

### 5.2 YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) at any time by giving us written notice and enclosing the relevant Card cut in half. The Principal Cardholder may also terminate the use of any Supplementary Card.

### 5.3 OBLIGATIONS UPON TERMINATION

**Upon the termination of your Card Account(s) for whatever reason, you shall not continue to use your Card(s), otherwise you will be liable for all transactions made after the termination. Your obligations under this Agreement will however continue and all your outstanding Card Account balances (including any amounts not yet debited to your Card Account(s)) shall become payable at once or when they have been made known to you, whichever is earlier. Until the outstanding balances are paid in full, a finance charge may be imposed as set out in clause 4.2 above.**

### 5.4 CREDIT BALANCE

If a credit balance remains after the Card Account is terminated, you shall promptly arrange to collect this balance within one month from the termination date, failing which we shall refund such balance to any person who can show a good claim at any future time. No interest will accrue on any credit balance. Any credit balance in your account will be refunded to you within 7 working days from the date of receipt of your request in writing.

### 5.5 OUR RIGHT TO DEMAND PAYMENT

The entire outstanding balance on the Card Account shall become immediately due and payable:

- upon demand by us;
- upon termination or cancellation of the Card; and/or
- if you are in breach of any of the terms and conditions in this Agreement.

## 6. LIABILITY OF CARDHOLDERS

### 6.1 LIABILITY OF PRINCIPAL CARDHOLDER

If you are the Principal Cardholder, you are liable for and must pay us on demand the outstanding amount (including principal, interest, costs, fees and/or other amounts payable), whether incurred by you or the Supplementary Cardholders, on your Card Account(s) debited to any Card Account(s). You are jointly and severally liable with each Supplementary Cardholder for such part of the outstanding balance in connection with his/her Supplementary Card.

### 6.2 LIABILITY OF SUPPLEMENTARY CARDHOLDERS

The Supplementary Cardholder is liable only for such part of the outstanding balance in connection with his/her Supplementary Card.

### 6.3 LIABILITY OF EACH CARDHOLDER

Any invalidity, unenforceability, release or discharge of the liability of any Cardholder to us shall not affect the liability of any other Cardholder(s) (where any) to us.

## 7. OPERATIONAL MATTERS

### 7.1 NON-ACCEPTANCE OF CARD

We are not liable in any way:

- should your Card(s) or PIN be rejected by a merchant or any terminal used to process Card transactions or if we refuse for any reason to authorise any Card transaction;
- for any non-availability of any terminal used to process Card transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons whether due to malfunction, defect, power or other failure or for any other reason;
- for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our reasonable control or the control of any of our servants, agents or contractors or any fraud or forgery or;
- for any damage to or loss of or inability to retrieve any data or information that may be stored in your Card(s) or any microchip or circuit or device in your Card(s).

### 7.2 FAULTS WITH TERMINALS ETC.

Unless the fault was obvious or advised by a message or notice, we will be responsible for any amounts incorrectly charged to your Card Account (plus any interest) as a direct result of any fault in any terminal or other system used to process Card transactions which causes you to suffer a direct loss.

## **7.3 PROBLEMS WITH GOODS AND SERVICES**

**We are not liable in any way should you encounter any problems with the goods or services that you obtain through the use of your Card nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you.** We make no representation as to the quality, provision or performance of any such goods or services. You should resolve any complaints about the goods and services directly with the merchant. In spite of the non-delivery or non-performance or defects in any such goods or services, you shall pay us the full amount shown in the Card Account statement. No claims by you against the merchant shall be the subject of set-off or counter-claim against us. We will credit the Card Account with the amount of any refund only on receipt of a properly issued credit slip duly imprinted and signed by the merchant making the refund or price adjustment (as the case may be).

## **8. CONCLUSIVENESS OF STATEMENT ETC.**

### **8.1 MONTHLY STATEMENT**

Any of our records relating to Card transactions with your signature and/or PIN validation are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. All Card transactions, fees, charges, costs and/or other amounts payable will be charged by us to the Card Account in Hong Kong Dollars. A statement showing the amounts so charged and the payment due date, will be sent to you monthly (or at such other intervals as we may decide from time to time). We may not issue a statement if there has been no transaction since the last statement and there is no payment due or the balance is a credit. The Card Account balance may be requested by contacting the Customer Services Hotline.

### **8.2 ERROR OR OMISSION**

**You agree to examine each Card Account statement received from us and to notify us of any alleged error(s) or omission(s) within 60 days after such statement was provided, whereby personal delivery, by posting, or by any other arrangement described in clause 13.1. After such 60-day period, such statement shall be deemed accepted and conclusively settled and no claim to the contrary by you shall be admissible, save only in respect of: (i) any alleged errors or omissions so notified; or (ii) cases involving forgery or fraud by any third party or other circumstances in which clause 3.3 is applied, in either case, provided you have complied with clauses 3.1 and 3.2.**

### **8.3 NON RECEIPT**

You agree to inform us promptly if the regular Card Account statement has not been received within a reasonable time.

## **9. APPROPRIATION OF PAYMENTS**

Payments to us shall only be treated as made once the relevant funds have been actually received. Such payments will be applied in the following order (or in any other order as we from time to time consider appropriate) in or towards payment of (a) firstly, any charges, fees, costs, expenses and interest, (b) then principal amounts, regardless of whether the amount due was incurred by the Principal Cardholder or any Supplementary Cardholder and regardless of when it was incurred. We reserve the right at our sole discretion to appropriate any payment received by us to or towards any indebtedness due to us.

## **10. AMENDMENT**

**We may from time to time by notice to you change any of these terms and conditions and the Fee Schedule (including the applicable credit limit of the Cardholder and/or Card Account, payment terms, interest rates, handling charges, annual fees and other fees and charges as stipulated in the Fee Schedule). Such changes will become effective and binding on you on the effective date specified by us and will apply to all outstanding balances on the Card Account. At least 30 days notice of changes to fees or other charges payable and of changes that increase your liabilities or obligations will be given. Retention or use of the Card after the effective date will constitute your acceptance of such changes. If you do not accept any proposed change, use of the Card must be terminated prior to the effective date in accordance with clause 5.2.**

## **11. DATA POLICY**

### **11.1 DBS BANK GROUP DATA POLICY NOTICE**

We follow the DBS Bank Group Data Policy Notice in force from time to time. A copy of such policy has been provided and forms a part of this Agreement and was accepted by you upon applying for the Card. Further copies of such policy are available by calling the Customer Services Hotline, from the website ([www.dbs.com/hk](http://www.dbs.com/hk)) or at our branches.

### **11.2 DIRECT MARKETING**

Your data may from time to time be used for direct marketing and/or promotional purposes regarding products and special promotions from the DBS Group, its associates and carefully selected third parties. If you do not want such use to be made of such data, you should write to us at our address stated on our website.

## **12. SET OFF AND CONSOLIDATION**

### **12.1 EXTENT OF OUR SET-OFF RIGHTS**

**We shall be entitled at any time and without notice to you, to combine or consolidate the moneys in any of your accounts maintained with us (whether matured or not) towards the repayment of sums owed by you in your Card Account(s) regardless of where your other accounts are located or whether your other accounts are held in your sole name or jointly with others.**

### **12.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES**

**Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange rate. Any losses that may arise from such conversion shall not be recoverable from us.**

## **13. COMMUNICATION AND SERVICE OF DOCUMENTS**

### **13.1 COMMUNICATION**

We may send any cards, notices, Card Account statements or any other communication to you by ordinary pre-paid post or personal delivery to your last known address or by such other channel as you may have agreed (including by facsimile transmission, short message service (SMS), or electronic mail, or e-mail notification of posting of a notice on the internet). Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the next business day after the date of posting if sent by post in Hong Kong, and considered to have been delivered seven (7) days after the date of posting if sent outside of Hong Kong.

### **13.2 COMMUNICATION INVOLVING SUPPLEMENTARY CARDHOLDERS**

Any Supplementary Card, Card Account statement, correspondence and/or information in connection with and/or arising from the operation of the Supplementary Card, notice or any amendment to this Agreement that is sent by us to the Principal Cardholder shall be considered to have been sent and received by the Supplementary Cardholder at the same time. The Supplementary Cardholder shall be deemed to have consented to the disclosure and provision of his/her data contained in the above communication (including but not limited to personal data) by us to the Principal Cardholder.

### 13.3 NOTICES AND UPDATING OF CONTACT DETAILS

We may serve you with any notice, demand or other legal document by delivering it personally, sending it by ordinary post or by leaving it at your last known address(es) (whether a post office box address or private residence or business residence or otherwise). Our collection agents may also visit at such address(es). It is your responsibility to ensure your address and other contact details notified to us are correct and up to date at all times. You will be considered to have been properly served on the date of delivery if we deliver such process personally to you, or served on the next day after the date of posting if such process is posted to you. In addition to these methods of service, we may serve you by any other method permitted by law.

### 14. DISPUTED AMOUNT PROCEDURE

**If you report an unauthorised transaction to us before the payment due date, you may withhold payment of the disputed amount during the investigation period. If our investigation concludes that your report was correct, then such transaction will be removed from the statement, otherwise, we may re-impose the applicable interest and/or finance charges over the whole period, including the investigation period.**

### 15. CARD INSTALMENT PLAN

Any instalment plan through the use of the Card shall be governed by separate terms and conditions provided to you upon issue of your Card. You may also obtain a copy from the merchant at its outlet upon submission of your application for such instalment plan or by downloading it from our website ([www.dbs.com/hk](http://www.dbs.com/hk)). In case of any inconsistency between the terms and conditions in respect of the Card instalment plan and this Agreement, the former shall prevail.

### 16. BANKING TRANSACTIONS

You can use your Card to effect banking transactions through your bank account with us. Such transactions are subject to the relevant terms and conditions governing the bank account from time to time. The records of any banking transaction shall (in the absence of manifest error) be conclusive against and binding on you, and the records will only appear on the relevant bank account statement.

Banking transactions may not be conducted using a Supplementary Card unless the Supplementary Cardholder's relevant bank account can be operated with his/her single signature.

### 17. MISCELLANEOUS

#### 17.1 RECOVERY OF COSTS

**We may, at our discretion, appoint debt collection agents and/or lawyers for collection of any moneys owing by you to us or for enforcement of any of our rights against you hereunder. You shall indemnify us on demand in respect of all reasonable collection costs and expenses that we reasonably incur. The total collection costs to be recovered shall in normal circumstances not exceed 30% of the amount owing.**

#### 17.2 INSTRUCTIONS FROM YOU

Requests or instructions from you should preferably be in writing and signed by you. We may choose to accept any instruction made through electronic mail, facsimile transmission or telephone, including such instruction that we in good faith believe is given by you even if you had not actually given such instructions. **Any non signatory-bearing instruction shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer. You shall on demand indemnify us from any losses, claims, actions, proceedings, demands, damages, costs, and expenses (including all reasonable legal costs and expenses properly incurred) and any other liabilities howsoever arising in consequence of us in good faith acting upon or in reliance on the authenticity of any written, electronic mail, facsimile or telephone instructions, given as aforesaid.**

#### 17.3 RECORDING AND DOCUMENT RETENTION

- (a) To help ensure service quality, you accept that we may (but shall not be obliged to) record telephone instructions, other telephone calls and other oral instructions. All such recordings shall remain our property and shall be conclusive evidence of the instructions given and shall be binding on you. You hereby agree to such recording.
- (b) We may set retention periods for such recordings and other documents after which originals may be destroyed. Microfilm or other imaged copies may be taken and retained in place of the original documents and such imaged versions shall be regarded as of equivalent authenticity and effect as the originals.

#### 17.4 MONTHLY OR PERIODIC PAYMENT ARRANGEMENTS

We may choose to accept any separate arrangement you may make with a merchant for charging instalment or other regular payments incurred with that merchant to your Card Account.

**We may at any time stop accepting such arrangement, and we shall not be liable for any loss or damage you may suffer as a result.** If the Card is terminated (either voluntarily or involuntarily), reported lost, stolen or used in any inappropriate way, you must separately terminate all arrangements with the relevant merchant(s) direct, otherwise such instalment or other regular payments shall continue to be charged to the Card Account (or to any replacement Card Account that we provide to you) at your liability unless we specifically otherwise agree in writing.

#### 17.5 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

#### 17.6 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide at our sole discretion, additional services, benefits or programmes in connection with your Card(s). Those additional services, benefits or programmes are subject to their own terms and conditions and we may withdraw or change them at any time(s).

#### 17.7 ASSIGNMENT

We may assign all or any of our rights under or in connection with this Agreement and the Card Account to any third party (including upon any merger or amalgamation of us with any other entity). We may also transfer or delegate all or part of our duties and obligations hereunder to selected third parties. Such rights of assignment, transfer or delegation may be exercised without notice to or consent from you, but will be subject to all applicable legal and regulatory requirements.

#### 17.8 NON-ASSIGNMENT BY CARDHOLDER, ETC.

This Agreement is personal to you and your rights and obligations under this Agreement may not be assigned. This Agreement shall be binding upon each of your successor(s), personal representative(s) and person(s) lawfully acting on your behalf.

#### 17.9 EFFECT AFTER TERMINATION

Any termination of this Agreement by any party shall not affect any accrued rights or liabilities of any party existing or incurred prior to such termination.

#### 17.10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.