

# 中銀信用卡(國際)有限公司

## 中銀銀聯雙幣商務卡持卡人合約

中銀信用卡（國際）有限公司（「卡公司」）及中國銀行股份有限公司澳門分行（「銀行」），以本持卡人合約（「本合約」）下列條款及條件發出信用卡（詳見下文釋義）：

### 1. 釋義

- 在本合約中，除文義另有所指，否則以下詞語應具以下涵義：
  - 「帳戶」** 指由卡公司開立及維持，並用作記入收費之澳門幣帳戶或人民幣帳戶，包括總帳及支帳（視乎文意所指者而定）；
  - 「申請人」**（除另有訂明外）指個人、獨資經營商號、合夥商號、公司或其他任何形式的實體（不論是否具有法律地位），在其要求下在其提名的持卡人獲卡公司發給一張或多張信用卡；
  - 「自動櫃員機」** 指聯網或卡公司不時公佈的其他聯網使用的任何自動櫃員機；
  - 「信用卡」** 指卡公司在申請人及其提名的持卡人共同要求下，發給該持卡人任何貨幣商務卡，包括信用卡之任何續發新卡或補發卡；
  - 「持卡人」** 指任何以其名義獲卡公司發出信用卡的人士；
  - 「收買」** 指所有使用信用卡購買貨物及 / 或服務及 / 或作現金透支之全部總值或金額，以及所有有關之費用、收費、利息、訴訟費及罰款；
  - 「人民幣」** 指人民幣，中華人民共和國之法定貨幣；
  - 「人民幣帳戶」** 指由卡公司以持卡人名義開立及維持，並為根據本合約使用信用卡作人民幣提存記錄之人民幣帳戶；
  - 「銀聯」** 指中國銀聯股份有限公司，一所於中華人民共和國成立之股份有限責任公司，並於中華人民共和國上海設有總部；
  - 「收費表」** 指列載不時有效及適用於該卡之年費、現金透支手續費、逾期收費、利息及其他費用及收費之附表；
  - 「香港」** 指中華人民共和國香港特別行政區；
  - 「澳門」** 指中華人民共和國澳門特別行政區；
  - 「澳門幣」** 指澳門元，澳門之法定貨幣；
  - 「澳門幣帳戶」** 指由卡公司以持卡人名義開立及維持，並為根據本合約使用信用卡作澳門幣提存記錄之澳門幣帳戶；
  - 「銀通」** 指銀聯通寶有限公司，一間根據香港法律成立之有限公司；
  - 「中國內地」** 指中華人民共和國任何部份，但不包括香港、澳門特別行政區及台灣地區；
  - 「總帳」** 指由卡公司以申請人名義開立及維持，並用作記入由卡公司根據申請人提出之申請而發出之所有信用卡所產生或有關之所有收費之澳門幣帳戶或人民幣帳戶；
  - 「聯網」** 指貼有銀聯不時採用的標記的自動櫃員機及該等由卡公司不時提供的自動櫃員機聯網；
  - 「新交易」** 指一份結單而言，指持卡人透過使用信用卡(包括任何收費的交易，而該交易於以下時間發生：
    - 於該結單上所載最後一宗透過使用信用卡完成的交易的時間（「有關時間」）之後的任何時間；或
    - 於有關時間之前的任何時間，如果該交易所招致的收費於該結單日期仍未記入帳戶亦未於該結單上顯示；
  - 「私人密碼」** 就信用卡而言，指持卡人透過信用卡獲取卡公司不時提供服務所需之個人識別號碼；及
  - 「支帳」** 指由卡公司為每名持卡人開立及維持，並用作記入該持卡人信用卡所產生或有關之所有收費之總帳附屬澳門幣帳戶或總帳附屬人民幣帳戶。

- 除非文意另有所指外，在本合約中，凡表示單數之文字，其涵義包含複數，反之亦然；凡提及一種性別，其涵義包含各種性別。

如文意許可或有其他指，凡提及卡公司，將當作包括提述其承繼人及承繼人。

### 2. 信用卡之發出

- 於申請人及申請人提名之持卡人共同提出申請，並獲得卡公司（酌情決定）批准後，卡公司可按照本合約的條款及條件向該持卡人發出一張或多張信用卡。在卡公司批准該等申請後，卡公司將為申請人設立及維持一個總帳，並在發卡予每名持卡人時或於該持卡人設立一個支帳，該支帳將用作入帳及 / 或支帳。

- 持卡人須於收到到卡公司發出信用卡之後立即：
  - 按信用卡上所預留之空白處簽署；及
  - 按照信用卡的指示，簽署信用卡卡之確認收妥回條並交回卡公司或根據卡公司指示的其他方式使信用卡生效。

- 持卡人於信用卡上簽署或使用信用卡或使信用卡生效，將構成申請人及持卡人一致接受本合約的條款及條件並同意其約束之確證。

- 卡公司一般將於信用卡到期前至少 30 天續發新卡。除非於該 30 天期內卡公司收到終止信用卡之書面通知，否則持卡人將被當作於到期日收到續發新卡。持卡人繼續發新卡生效或使用續發新卡，或於信用卡到期日後繼續使用信用卡，將被當作持卡人已接受續發新卡。

### 3. 信用卡之使用

- 信用卡只限於持卡人專用於真誠地購買貨物及 / 或服務及 / 或作現金透支。持卡人不得將信用卡用作任何其他用途，尤其不得用作任何違法用途，包括（但不限於）作為任何違法交易的付款用途。就在

任何其他國家或中國內地使用信用卡進行的信用卡交易，持卡人亦須遵守不時在該國家或中國內地實施的所有法律及規定。

- 申請人及持卡人均不得將卡轉讓予任何人，亦不得容許任何人使用信用卡或以抵押方式典押信用卡作任何用途。

- 信用卡是以澳門幣和人民幣為貨幣單位，並只供持卡人在中國內地、澳門幣及人民幣不時指定的地方於使用銀聯銷點終端機或與之連接的商戶或財務機構用於真誠地購買貨物及 / 或服務及 / 或於自動櫃員機或銀行櫃位作現金透支之用及卡公司不時提供之其他信用卡設施或服務。

- 所有以澳門幣進行的信用卡收費將記入澳門幣帳戶內。所有以澳門幣及人民幣以外的貨幣進行的信用卡交易收費均會參照聯於折算當日釐定的澳門折算為澳門幣，加上卡公司按收費表收取的手續費（若適用），記入澳門幣帳戶內。

- 除第 3.6 條所述的情況下，所有以人民幣為貨幣單位的信用卡交易收費，將記入人民幣帳戶內。

- 由於清算安排，某些以人民幣為貨幣單位的信用卡交易，或因商戶或財務機構以澳門幣處理有關信用卡的提取現，包括但不限於經由銀通自動櫃員機進行的交易現的收費，其收費將可能記入澳門幣帳戶內。

### 4. 信用限額

- 卡公司可不時（酌情）決定由卡公司發給持卡人的任何信用卡的信用限額及 / 或現金透支限額及 / 或每日現金透支限額。如在申請人要求下發出多張信用卡，持卡人可各自獲得獨立信用額及 / 或現金透支限額及 / 或每日現金透支限額，或按卡公司（絕對酌情）不時決定之比例共用任何信用限額。

- 持卡人須嚴格遵從卡公司不時釐定的信用限額、現金透支限額及每日現金透支限額，並在使用信用卡時不得超越該信用限額及 / 或現金透支限額及 / 或每日現金透支限額。持卡及申請人均不會因違反第 4.2 條而得以減低或免除其對於違反此條款所引致任何收費的付款責任，卡公司並有權按收費表列載的收費率收取手續費。

- 於收到卡公司要求後，持卡及申請人須即時向卡公司支付超越該信用限額的款項。

- 卡公司有權就每次向持卡人提供現金透支服務，根據收費表列載的收費率收取手續費。

### 5. 帳戶結算與付款方式

- 就每個支帳而言，卡公司將每月或定期向有關持卡人寄發帳戶結單（「結單」），列明（其中包括）截至結單上所述月結單最後一日的該支帳結欠（澳門幣帳戶及人民幣帳戶）（「結欠金額」）及到期付款日（「到期付款日」），但若該支帳沒有任何結欠金額及自上一張結單起沒有任何新交易或其他交易除外。就總帳而言，卡公司將每月或定期向申請人寄發全部持卡人結單的複印本或副本或（按卡公司決定）全部持卡人結單的綜合帳戶結單（「申請人結單」）。在本合約中，「結單」一詞指（就持卡人而言）持卡人結單及（就申請人而言）申請人結單。凡提述「結單」、「結欠金額」及「到期付款日」等詞，應按此詮釋。

- 除非卡公司於結單日期起計 60 天內收到持卡人或申請人（視乎情況而定）的書面通知指該結單所載交易有誤，否則卡公司有權把該結單內所載之交易視作正確無誤。

- 於接獲結單後，須即時支付已到期付款給卡公司的結欠金額。

- 若卡公司在到期付款日之前收到結欠金額，持卡人則毋須就該結欠金額支付利息。

- 若卡公司在到期付款日之前仍未收到或僅收到少於結欠金額之付款，持卡人則須按收費表列載之息率（該息率於法庭裁決前後均為適用）支付：
  - 該等尚未償還款項由結單日起計；及
  - 每一宗新交易之金額由該宗新交易之日起計按日計算之基本利息（「基本利息」），直至清還全部欠款為止。所有利息將按月或定期記入帳戶。

- 如卡公司（絕對酌情決定）容許在到期付款日之前作出少於結欠金額的付款，前述第 5.1 及 5.5 條的規定應不適用，並分別以下列規定代替：
  - 就每個支帳而言，卡公司將每月或定期向有關持卡人寄發帳戶結單（「結單」），列明（其中包括）截至結單上所述月結單最後一日的該支帳結欠（澳門幣帳戶及人民幣帳戶）（「結欠金額」），持卡人則須按收費表列載之結欠金額之付款，而該支帳沒有任何結欠金額及自上一張結單起沒有任何新交易或其他交易除外。就總帳而言，卡公司將每月或定期向申請人寄發全部持卡人結單的複印本或副本或（按卡公司決定）全部持卡人結單的綜合帳戶結單（「申請人結單」）。在本合約中，「結單」一詞指（就持卡人而言）持卡人結單及（就申請人而言）申請人結單。凡提述「結單」、「結欠金額」、「最低還款額」及「到期付款日」等詞，應按此詮釋。

- 所有收費，即使是（不限於）以(i) 現金、傳真、郵遞訂購或直接授權付款方式作出，或(ii) 在互聯網、商戶或財務機構售點終端機、信用卡繳款電話或准許使用信用卡而無須簽署銷售單據或由持卡人簽署的其他設施上使用信用卡作出，仍可記入帳戶。持卡人沒有簽署任何銷售單據或現金透支憑單，並不排除持卡人就此對卡公司應負之責任。

- 費用、收費及息率**

- 卡公司可按照第 20 條不時（酌情決定）修訂收費表。收費表之最新文本可於卡公司的澳門辦事處、銀行索取及卡公司之網站（網址 www.boci.com.hk）瀏覽。

- 持卡人義務與責任**

- 持卡人須採取合理措施，妥善保管信用卡及私人密碼，亦須將私人密碼保密。在不影響前文所載的一般原則下，持卡人必須採取以下各項措施，確保信用卡安全及將私人密碼保密，藉此防止發生欺詐事件：
  - 私人密碼應與信用卡分開存放；
  - 銷毀私人密碼通知書正本；
  - 切勿將私人密碼寫在信用卡上或通常與信用卡一同存放或附近的任何物件上；
  - 不應直接寫下或記入個人密碼，也不加掩藏；
  - 切勿使用常用個人資料作為私人密碼；
  - 按照卡公司不時發出的程序、指示及 / 或保安指引使用信用卡；及

用將於下一結單日記入帳戶。

- 若卡公司在六次連續結單的到期付款日或之前未能收到不少於最低還款額之付款兩次或以上（「逾期情況」），除基本利息及逾期收費外，持卡人則須就下列交易按收費表所列載之逾期還款利率（該利率於法庭裁決前後均為適用）（「逾期還款利率」）按日支付逾期利息：
    - 該等尚未償還款項，由發生逾期情況後發出的結單日之第二日起計（「相關日期」）；及
    - 相關日期後的每一宗新交易之金額，由該宗新交易之交易日起計。

- 直至逾期情況停止後發出第一張月結單的結單日期為止。就本條而言，在緊接逾期情況發生後的結單前的六張結單中，如卡公司在到期付款日之前或之前未能收到最低還款額之付款不超過一次，逾期情況將被視為終止。所有持利率帳戶生效的優惠利率將於逾期還款利率生效時暫停，並會在逾期還款利率停止適用後再次生效。

- 持卡人支付任何未付款項的日期須被視為卡公司實際收訖即可提用款項的當日。倘以銀行本票或任何其他同類票據付款，則只會將扣除處理該銀行本票或票據之一切收費、行政或手續費費用後之淨額記入帳戶內。

- 所有根據本合約繳交給卡公司以清還澳門幣帳戶之款項，須以澳門幣支付，但卡公司有權酌情接受其他貨幣之付款。如卡公司接受非澳門幣付款，該付款可根據卡公司釐定的匯率折算為澳門幣後記入澳門幣帳戶，而卡公司有權按收費表收取兌換費（若適用），並記入澳門幣帳戶。在受第 5.12 條規限的情況下，清還澳門幣帳戶後的超額款項，不可用作繳交人民幣帳戶內的未付結欠。

- 所有根據本合約繳交給卡公司以清還人民幣帳戶之款項，須以人民幣支付，但卡公司有權酌情接受其他貨幣之付款。如卡公司接受非人民幣付款，該付款可根據卡公司釐定的匯率折算為人民幣後記入人民幣帳戶，而卡公司有權按收費表收取兌換費（若適用），並記入人民幣帳戶。若現金付款的金額高於收款機標訂定之任何最高限額，該收款機有權就該付款收取行政或手續費。在受第 5.12 條規限的情況下，清還人民幣帳戶後的超額款項，不可用作繳交澳門幣帳戶內的未付結欠。

- 從持卡人收到之付款，將按以下先後次序或卡公司不時絕對酌情決定之其他先後次序用於償還其支帳結欠：
  - 現金透支的利息；
  - 零售消費的利息；
  - 服務收費或費用；
  - 超越限額手續費及逾期費用；
  - 現金透支之本金結欠；
  - 零售消費的本金結欠；
  - 年費；及
  - 收款費用、法律費用及就卡公司執行本協議之費用。

- 如在申請人要求下發出多張信用卡，申請人所付的款項，將按照卡公司不時絕對酌情決定的先後次序及優先次序，用於支付持卡人所欠的款項。

- 卡公司有權（絕對酌情決定）拒絕接受任何超越帳戶結欠金額的款項存入帳戶。若帳戶內有任何溢餘款項，卡公司有權在帳戶出現結欠金額時將該超額款項用以支付該結欠金額。

- 申請人及每名持卡人須共同及各別向卡公司負責還清與該持卡人有關的支帳的全部未償還欠款，以及已產生或引致但未付入該支帳的任何收費。

- 倘若在清還所有未付收費及卡公司向持卡人及 / 或申請人之申索後，帳戶仍然有任何結餘（「結餘」），則卡公司可在任何時間主動或在合理時間內將持卡人及 / 或申請人要求或於信用卡終止時向申請人退還有關結餘。

- 澳門幣帳戶內的結餘，卡公司將以澳門幣退還。人民幣帳戶內的結餘，卡公司可按其獨有的酌情權決定以澳門幣（必先按卡公司釐定的匯率至人民幣折算至澳門幣）或人民幣於澳門境內其指定的地點及方式退還。卡公司有權就每次退還結餘按收費表收取手續費。

- 所有收費，即使是（不限於）以(i) 現金、傳真、郵遞訂購或直接授權付款方式作出，或(ii) 在互聯網、商戶或財務機構售點終端機、信用卡繳款電話或准許使用信用卡而無須簽署銷售單據或由持卡人簽署的其他設施上使用信用卡作出，仍可記入帳戶。持卡人沒有簽署任何銷售單據或現金透支憑單，並不排除持卡人就此對卡公司應負之責任。

- 費用、收費及息率**

- 卡公司可按照第 20 條不時（酌情決定）修訂收費表。收費表之最新文本可於卡公司的澳門辦事處、銀行索取及卡公司之網站（網址 www.boci.com.hk）瀏覽。

### 7. 持卡人義務與責任

- 持卡人須採取合理措施，妥善保管信用卡及私人密碼，亦須將私人密碼保密。在不影響前文所載的一般原則下，持卡人必須採取以下各項措施，確保信用卡安全及將私人密碼保密，藉此防止發生欺詐事件：
  - 私人密碼應與信用卡分開存放；
  - 銷毀私人密碼通知書正本；
  - 切勿將私人密碼寫在信用卡上或通常與信用卡一同存放或附近的任何物件上；
  - 不應直接寫下或記入個人密碼，也不加掩藏；
  - 切勿使用常用個人資料作為私人密碼；
  - 按照卡公司不時發出的程序、指示及 / 或保安指引使用信用卡；及

(g) 不得將其私人密碼告知他人或供他人使用。

- 如發生以下事件，在切實可行的合理情況下，持卡人及 / 或申請人須致電卡公司熱線（853）8988-9933(辦公時間內) 或 (852) 2544-2222(非辦公時間內) 通知卡公司，並隨後 24 小時內或卡公司不時訂明的其他期間內以書面確認：
  - 信用卡及 / 或私人密碼遺失 / 或被竊；
  - 未經授權使用信用卡 / 或私人密碼；
  - 向未經授權人士披露私人密碼；
  - 懷疑出現載有與信用卡相同卡號或聲稱根據帳戶發出的任何偽冒信用卡；及
  - 懷疑有未經授權使用信用卡及 / 或私人密碼及 / 或 2 條條文的義務的情況下，持卡人及 / 或申請人須將有關事件通知警方，並在合理及切實可行的情況下，盡快將報警事宜的有關文件證據提交卡公司。

- 卡公司有權按聲稱持卡人及 / 或申請人其採取的任何口頭或書面指示行事。如卡公司因此採取任何行動，卡公司毋須因有關行動而向持卡人及 / 或申請人承擔任何責任，亦不會因此解除持卡人及 / 或申請人的任何責任。

- 儘管本文載有任何相反規定，持卡人及申請人於收到到卡公司要求後，須立即向卡公司支付下列各項：
  - 帳戶之未清償結欠；
  - 使用信用卡進行交易有關而尚未記入帳戶的一切收費；及
  - 本合約所載持卡人應付給卡公司的一切費用及收費。

### 8. 未經授權交易

- 持卡人及申請人須小心細閱結單，並須於結單日期起計 60 天內，將結單內任何未經授權的交易通知卡公司。

- 除卡公司控制範圍以外，卡公司須盡合理努力，於收到持卡人及 / 或申請人通知未經授權的交易起計 90 天內完成有關調查。

- 倘持卡人及 / 或申請人於到期付款日之前將任何未經授權的交易通知卡公司，並於調查期內繼續繳付爭議金額，則卡公司保留權利，可按收費表所列之收費率，對爭議金額重新收取由交易日期（或卡公司不時絕對酌情決定較後日期）至全數清償爭議金額為止期間的任何費用、收費及 / 或利息；如其後證實持卡人及 / 或申請人提出的爭議並無根據，亦可收取一切有關費用、收費及 / 或利息。

- 持卡人對未經授權交易所負責任**

- 倘發生以下事件，而持卡人及申請人以真誠態度及有盡謹慎行事（包括根據第 7.1 條採取防範措施及按照第 7.2 條報失、報被竊及 / 或未經授權使用信用卡），則持卡人及申請人毋須因下列情況而產生的損失及損害負責：
  - 持卡人及申請人未收到信用卡前，卡被誤用；
  - 對持卡人及 / 或申請人在將信用卡遺失、被竊及 / 或被未經授權使用等情況正式通知卡公司後發生的任何未經授權交易；
  - 終端機或其他系統發生的故障，引致持卡人蒙受損失及損害，惟若有關故障是明顯的，或已顯示故障信息或通知則除外；及
  - 交易是以偽造的信用卡進行的。

- 在受適用法律及規定規限的情況下，只要持卡人及申請人以真誠態度及有盡謹慎行事（包括根據第 7.1 條採取防範措施及按照第 7.2 條報失、報被竊及 / 或未經授權使用信用卡），則

- 儘管本文載有任何相反規定，若持卡人及申請人於信用卡之遺失、被竊及 / 或被未經授權使用等情況下向卡公司報告，或如持卡人及 / 或申請人須對其在將信用卡 / 私人密碼遺失、被竊及 / 或被未經授權使用等情況下正式通知卡公司之前發生的任何未經授權交易所負的責任，將不會超過由適用法律或規定指引不時指定之最高限額；

- 持卡人及申請人須對其在將信用卡 / 私人密碼遺失、被竊及 / 或被未經授權使用等情況下正式通知卡公司之遺失、被竊及 / 或被未經授權使用等情況進行的所有未經授權的現金透支負責。

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# BOC Credit Card (International) Ltd.

## BOC CUP DUAL CURRENCY COMMERCIAL CARD USER AGREEMENT

The Card(s) (as defined below) is/are issued by BOC Credit Card (International) Limited (“Company”) and the Bank of China Limited Macau Branch (the “Bank”) pursuant to the terms and conditions of this user agreement (“Agreement”):

### 1. Interpretation

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:-

“**Account**” means either the MOP Account or the CNY Account opened by and maintained with the Company to which the Charges shall be debited and includes Master Account and Sub-account as the context requires; “**Applicant**” means, unless otherwise stated, an individual who is a natural person, a partnership, a corporation or other form(s) of entity (whether incorporated or not) at whose request one or more of the Cards are issued by the Company to the Cardholder(s) nominated by such entity; “**ATM**” means an automatic teller machine in operation in the Network and such other networks as from time to time announced by the Company; “**Card**” means any dual currency commercial card issued by the Company to a Cardholder nominated by the Cardholder and the Applicant, including but not limited to such Cardholder, and includes any renewal or replacement Card; “**Cardholder**” means any person to whom and in whose name a Card is issued by the Company; “**Charges**” means the aggregate value or amount of all purchases of goods and/or services and/or cash advances effected by the use of the Card and all relevant fees, charges, interest, costs and expenses in connection therewith; “**CNY**” means Renminbi yuan, the lawful currency of the People’s Republic of China; “**CNY Account**” means any CNY account opened by and maintained with the Company for the purpose of recording debits and credits in CNY in respect of usage of the Card under this Agreement;

“**CUP**” means the Company’s payment processing system, a joint stock limited liability company incorporated in the People’s Republic of China with headquarters in Shanghai, the People’s Republic of China; “**Fees Schedule**” means the schedule setting out the annual fees, card related fees, handling fee, charge, interest and other fees and charges from time to time in force and applicable to the Card;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China; “**Mainland China**” means any part of the People’s Republic of the People’s Republic of China; “**MOP**” means Macau dollars, the lawful currency of Macau; “**MOP Account**” means any MOP account opened by and maintained with the Company for the purpose of recording debits and credits in MOP in respect of usage of the Card under this Agreement;

“**JETCO**” means Joint Electronic Teller Services Limited, a company incorporated under the laws of Hong Kong; “**Master Account**” means any part of the People’s Republic of China but excluding Hong Kong, the Macau Special Administrative Region and Taiwan;

“**Master Account**” means either the MOP Account or the CNY Account opened by and maintained with the Company for the purpose of recording debits and credits arising out of or in connection with the use of all Cards issued by the Company on the application of the Applicant shall be debited; “**Network**” means the network of ATMs bearing the Company logo and such other networks as from time to time announced by the Company; “**New Transaction**” means in relation to a Statement, a transaction by which the Cardholder has incurred any charges on the Card occurring on or after the “Relevant Time” at any time after the time (“Relevant Time”) at which the last transaction as shown in that Statement was effected by the use of the Card; or (b) at any time before the Relevant Time, the Charges in respect of which have not as of the date of that Statement been debited to the Account and shown in that Statement;

“**PIN**” means in relation to a Card, the personal identification number of the Cardholder required to gain access to services provided by the Company from time to time through the Card; and “**Sub-account**” means either the subsidiary MOP account or the subsidiary CNY account to the Master Account opened by and maintained with the Company for each Cardholder to which the Charges arising out of or in connection with the use of such Cardholder’s Card shall be debited;

1.2 In this Agreement, words denoting the singular shall include the plural and vice versa and reference to one gender shall include all genders, unless the context otherwise requires; 1.3 Any reference to the Company shall where the context permits or requires be deemed to include a reference to its successors and assigns.

2. **Issue of Cards** 2.1 The manner of application of the Applicant and a Cardholder nominated by the Applicant and subject to the approval of the Company (in its discretion), the Company may issue one or more Cards to such Cardholder subject to the terms and conditions of this Agreement. When the Company issues a Card to the Applicant, the Company will set up and maintain a Master Account for the Applicant, and will set up a Sub-account when a Card is issued to that Cardholder, to which the Accounts’ Charges will be debited and/or credited.

2.2 The manner of receipt of the Card from the Company, the Cardholder shall: (a) sign the Card on the space provided; and (b) sign and return to the Company any acknowledgment of receipt of such Card or any replacement Card in accordance with the instructions of the Company.

2.3 The signature of the Cardholder on the Card, or the use or activation of the Card by the Cardholder shall constitute conclusive evidence of the acceptance of and agreement to the terms and conditions of this Agreement by both the Applicant and the Cardholder. A renewal Card shall normally be issued at least 30 days’ prior to the expiry date of a Card. Unless written notice of termination of the Card is received by the Company 30 days prior to the expiry date, the Card shall be deemed to have been received by the Cardholder by the expiry date. By activating or using the renewal Card or continuing to use the Card after its expiry date, the Cardholder shall be deemed to have accepted the new Card.

2.4 The Cardholder shall have the right to refuse issuing a replacement Card to the Cardholder if his/her Card is lost or stolen. Where a replacement Card is issued, the Company shall be entitled to charge a handling fee for such replacement Card in accordance with the Fees Schedule.

3. **Use of the Card** 3.1 Use of the Card is restricted exclusively to the Cardholder for bona fide purchase of goods and/or services and/or cash advances only and the Cardholder shall not use the Card for any other purpose or for any illegal purposes including without limitation payment for any illegal transaction. The Cardholder and the Applicant shall also observe all the laws and regulations from time to time in operation in any other country or Mainland China

in relation to any transaction conducted with the Card in either other country or Mainland China. Neither the Cardholder nor the Applicant may transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes. 3.2 Payment by the Cardholder in CNY and is valid for use by the Cardholder in Mainland China, Macau and such other places from time to time designated by the Company for bona fide purchase of goods and/or services in merchant establishments or financial institutions or for cash advance effected at an ATM or a bank counter and such other credit card facilities or services as the Company may from time to time provide. 3.4 All Charges incurred in all card transactions effected by merchant establishments or financial institutions or for cash advance effected by the use of the Card in currencies other than MOP or CNY shall be posted into the MOP Account after conversion into MOP at the prevailing rate of exchange determined by the Company in its discretion. All Charges incurred in all card transactions effected by the use of the Card in currencies other than MOP or CNY shall be posted into the MOP Account after conversion into MOP at the prevailing rate of exchange determined by the Company in its discretion. For this purpose, a triggering event is deemed to have ceased where, reckoning from a Statement issued after its occurrence, there is no payment or payment of less than the Minimum Payment in respect of the triggering event (“Relevant Date”); and (ii) the amount of each New Transaction after the Relevant Date from the date of that New Transaction on a daily basis until the payment of the Minimum Payment is received by the Company on or before the relevant Due Date. All Basic Interest charged on the Account will be subject to the same time as the Overdue Interest Rate ceases to apply.

3.5 Subject always to Clause 3.6, Charges incurred in all card transactions effected by the use of the Card in CNY shall be posted into the CNY Account. 3.6 Charges incurred in certain card transactions effected by the use of the Card in CNY may be posted to the MOP Account due to the settlement arrangement if the card transactions effected by the use of the Card at establishments or financial institutions in MOP, including but not limited to Charges incurred through cash advances in CNY effected at the JETCO ATM.

4. **Credit Limit** 4.1 The Company may from time to time (in its discretion) determine the credit limit and/or cash advance limit and/or daily cash advance limit in respect of any Card issued by the Company to the Cardholder. Where more than one Cards are issued at the request of the Applicant, the Cardholders may be subject to separate and independent credit limits and/or daily cash advance limit or daily cash advance limit or may share any credit limits in such proportion as the Company may (in its absolute discretion) from time to time determine. 4.2 The Cardholder shall strictly observe the credit limit and/or cash advance limit and/or daily cash advance limit imposed by the Company from time to time and shall not use the Card in excess of such credit limit and/or cash advance limit and/or daily cash advance limit. Breach of this Clause 4.2 shall result in any way reduce or discharge the credit limit and/or cash advance limit and/or the payment of any Charge arising as a result of such breach and the Company shall be entitled to charge a handling fee at the rate as set out in the Fees Schedule.

4.3 The Cardholder and the Applicant shall forthwith pay to the Cardholder the amount of the credit limit or credit limit upon receipt of demand from the Company. 4.4 The Company shall be entitled to charge a handling fee at the rates as set out in the Fees Schedule on each cash advance made available to the Cardholder.

5. **Account Statement and Payment** 5.1 In relation to each Sub-account, the Company shall send a statement of account to the Cardholder concerned on a monthly or other periodic basis (“Cardholder Statement”) showing, inter alia, the balance in such Sub-account (both the MOP Account and CNY Account) as at the end of the statement period specified therein (“Current Balance”) and specifying a payment due date (“Due Date”), except where there is no outstanding debit balance in the Sub-account and there is no New Transaction or other transactions which have occurred since the last Cardholder Statement. In relation to the Master Account, the Company shall send duplicate or copies of all Cardholder Statements or at the Company’s option a consolidated statement of account of all Cardholder Statements to the Applicant on a monthly or other periodic basis (“Applicant Statement”) in this Agreement shall mean, in relation to a Cardholder, the Cardholder Statement and, in relation to the Applicant, the Applicant Statement. Any reference to the terms “Statement”, “Current Balance” and “Due Date” shall apply to both the Cardholder Statement and the Applicant Statement.

5.2 Unless the Company receives within 60 days from the date of the Statement a notification in writing from the Cardholder or the Applicant (as the case may be) to the contrary, the Company shall be entitled to treat all transactions shown in the Statement as due. 5.3 Any Current Balance which is outstanding and due to the Company shall be payable immediately upon receipt of the Statement.

5.4 If payment of the whole of such outstanding Current Balance is received by the Company on or before the Due Date, the interest shall be payable in respect of such Current Balance. 5.5 If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees Schedule (“Basic Interest”) shall be charged on: (i) the unpaid balance from the date of the Statement; and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis until the Company’s receipt of payment in full. All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis.

5.6 Where the Company allows (in its absolute discretion) payment of the Current Balance in advance of or before the Due Date, the foregoing Clauses 5.1 and 5.5 shall not apply and shall be respectively replaced by the following provisions: 5.1 In relation to each Sub-account, the Company shall send a statement of account to the Cardholder concerned on a monthly or other periodic basis (“Cardholder Statement”) showing, inter alia, the balance in such Sub-account (both the MOP Account and CNY Account) as at the end of the statement period specified therein (“Current Balance”) and specifying a payment due date (“Due Date”), except where there is no outstanding debit balance in the Sub-account and there is no New Transaction or other transactions which have occurred since the last Cardholder Statement. In relation to the Master Account, the Company shall send duplicate or copies of all Cardholder Statements or at the Company’s option a consolidated statement of account of all Cardholder Statements to the Applicant on a monthly or other periodic basis (“Applicant Statement”). The term “Statement” in this Agreement shall mean, in relation to a Cardholder, the Cardholder Statement and, in relation to the Applicant, the Applicant Statement. Any reference to the terms “Statement”, “Current Balance” and “Due Date” shall be construed accordingly.

5.5 If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees Schedule (“Basic Interest”) shall be charged on: (i) the unpaid balance from the date of the Statement; and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis until the Company’s receipt of payment in full. All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis.

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5.5 If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees Schedule (“Basic Interest”) shall be charged on: (i) the unpaid balance from the date of the Statement; and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis until the Company’s receipt of payment in full. All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis.

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5.5 If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees Schedule (“Basic Interest”) shall be charged on: (i) the unpaid balance from the date of the Statement; and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis until the Company’s receipt of payment in full. All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis.

5.6 Where the Company allows (in its absolute discretion) payment of the Current Balance in advance of or before the Due Date, the foregoing Clauses 5.1 and 5.5 shall not apply and shall be respectively replaced by the following provisions: 5.1 In relation to each Sub-account, the Company shall send a statement of account to the Cardholder concerned on a monthly or other periodic basis (“Cardholder Statement”) showing, inter alia, the balance in such Sub-account (both the MOP Account and CNY Account) as at the end of the statement period specified therein (“Current Balance”) and specifying a payment due date (“Due Date”), except where there is no outstanding debit balance in the Sub-account and there is no New Transaction or other transactions which have occurred since the last Cardholder Statement. In relation to the Master Account, the Company shall send duplicate or copies of all Cardholder Statements or at the Company’s option a consolidated statement of account of all Cardholder Statements to the Applicant on a monthly or other periodic basis (“Applicant Statement”). The term “Statement” in this Agreement shall mean, in relation to a Cardholder, the Cardholder Statement and, in relation to the Applicant, the Applicant Statement. Any reference to the terms “Statement”, “Current Balance” and “Due Date” shall be construed accordingly.

pursuant to Clause 5.5(a), a late charge as set out in the Fees Schedule shall be charged, which shall be debited to the Account on the date of the next Statement (“Late Charge”).

(c) If no payment or payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date on two or more occasions in respect of 6 consecutive Statements (“Triggering Event”), in addition to the Basic Interest and the Late Charge, overdue interest at a rate set out in the Fees Schedule (which shall apply before and as well as after judgment) (“Overdue Interest Rate”) shall be charged on: (i) the unpaid balance from the day next following the date of the Statement first Cardholder to the Company in respect of the Triggering Event (“Relevant Date”); and (ii) the amount of each New Transaction after the Relevant Date from the date of that New Transaction on a daily basis until the payment of the Minimum Payment is received by the Company on or before the relevant Due Date. All Basic Interest charged on the Account will be subject to the same time as the Overdue Interest Rate ceases to apply.

(f) loss and/or theft of the Card and/or the PIN; (g) unauthorized use of the Card and/or the PIN; (h) disclosure of the PIN to any unauthorized person; (i) suspicion of any counterfeit card bearing the same number as the Card and purported to be issued under the Account; and/or (j) any suspected unauthorized use of the Card and/or the PIN and/or disclosure of the PIN.

7.3 Without prejudice to the obligations under Clause 7.2, the Cardholder agrees to accept the relevant responsibility to the event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable. 7.4 The Company shall be entitled to act on any instruction (whether oral or written) issued by the Cardholder and/or the Applicant and any action so taken by the Company shall not render the Company liable to the Cardholder and/or the Applicant or otherwise discharge any liability of the Cardholder and/or the Applicant.

7.5 Notwithstanding anything contained herein to the contrary, the Cardholder and the Applicant shall repay to the Company immediately upon demand from the Company: (a) the outstanding balance of the Account; (b) charges in respect of the transactions effected by the use of the Card but not debited to the Account; and (c) all fees and charges payable by the Cardholder and the Applicant to the Company under this Agreement.

8. **Unauthorized Transactions** 8.1 The Cardholder and the Applicant shall examine the Statement carefully and report any unauthorized transactions in the Statement to the Company within 60 days of the date of the Statement. 8.2 The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder or the Applicant.

8.3 In the event that the Cardholder and/or the Applicant shall have informed the Company of any unauthorized transaction before the Due Date and payment of the disputed amount has been withheld over the investigation period, the Company may be required to re-impose any fees, charges and/or interest on the disputed amount at the rates as set out in the Fees Schedule over the period commencing from the date of transaction (or such later date as the Company may in its absolute discretion determine) and the Applicant shall be responsible for the loss and damage incurred; (a) in the event of misuse when the Card has not been received by the Cardholder and the Applicant; (b) for any unauthorized transactions made after the Card is surrendered to the Company, the Applicant shall continue to be liable for the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

9.2 Subject to applicable laws and regulations and provided that the Cardholder and the Applicant have acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2): (a) the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

9.3 Notwithstanding anything contained herein to the contrary, the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

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9.3 Notwithstanding anything contained herein to the contrary, the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

9.2 Subject to applicable laws and regulations and provided that the Cardholder and the Applicant have acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2): (a) the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

9.3 Notwithstanding anything contained herein to the contrary, the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

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(e) never use any easily accessible personal information as the PIN; (f) use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company; (g) never disclose his/her PIN to any person or allow it to be used by any person.

7.2 Upon the occurrence of any of the following events, the Cardholder and/or the Applicant shall report as soon as reasonably practicable to the Company, or to the service hotline at (853) 9898-9933 (within office hours) or (852) 2544-2222 (outside office hours) of the Company and thereafter confirm the same in writing within 24 hours or such other period as the Company may prescribe from time to time to the Company: (a) loss and/or theft of the Card and/or the PIN; (b) unauthorized use of the Card and/or the PIN; (c) disclosure of the PIN to any unauthorized person; (d) suspicion of any counterfeit card bearing the same number as the Card and purported to be issued under the Account; and/or (e) any suspected unauthorized use of the Card and/or the PIN and/or disclosure of the PIN.

7.3 Without prejudice to the obligations under Clause 7.2, the Cardholder agrees to accept the relevant responsibility to the event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable. 7.4 The Company shall be entitled to act on any instruction (whether oral or written) issued by the Cardholder and/or the Applicant and any action so taken by the Company shall not render the Company liable to the Cardholder and/or the Applicant or otherwise discharge any liability of the Cardholder and/or the Applicant.

7.5 Notwithstanding anything contained herein to the contrary, the Cardholder and the Applicant shall repay to the Company immediately upon demand from the Company: (a) the outstanding balance of the Account; (b) charges in respect of the transactions effected by the use of the Card but not debited to the Account; and (c) all fees and charges payable by the Cardholder and the Applicant to the Company under this Agreement.

8. **Unauthorized Transactions** 8.1 The Cardholder and the Applicant shall examine the Statement carefully and report any unauthorized transactions in the Statement to the Company within 60 days of the date of the Statement. 8.2 The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder or the Applicant.

8.3 In the event that the Cardholder and/or the Applicant shall have informed the Company of any unauthorized transaction before the Due Date and payment of the disputed amount has been withheld over the investigation period, the Company may be required to re-impose any fees, charges and/or interest on the disputed amount at the rates as set out in the Fees Schedule over the period commencing from the date of transaction (or such later date as the Company may in its absolute discretion determine) and the Applicant shall be responsible for the loss and damage incurred; (a) in the event of misuse when the Card has not been received by the Cardholder and the Applicant; (b) for any unauthorized transactions made after the Card is surrendered to the Company, the Applicant shall continue to be liable for the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

9. **Cardholder’s Liabilities for Unauthorized Transaction** 9.1 Provided that the Cardholder and the Applicant have acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2): (a) the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

9.2 Subject to applicable laws and regulations and provided that the Cardholder and the Applicant have acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2): (a) the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

9.3 Notwithstanding anything contained herein to the contrary, the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (b) the liability of the Cardholder and the Applicant shall be jointly and severally liable for all unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and (d) when transactions are made through the use of counterfeit cards.

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to the provisions under Clause 9.1 and except to the extent that any such loss and liability is attributable to the fraud, gross negligence or willful default on the part of the Company.

11.2 The Company accepts no responsibility for the refusal of the Cardholder to disclose any information to the Company and the Applicant, including any financial institution to honour the Card or for any goods and services supplied to the Cardholder and/or the Applicant.

11.3 The Company also reserves the right to refuse in its absolute discretion any charge to the Account requested by the Cardholder and the Applicant, including any financial institution to honour the Card or for any goods and services supplied to the Cardholder and/or the Applicant.

11.4 Any claim or dispute the Cardholder and/or the Applicant may have against or with any merchant establishment or financial institution shall be resolved directly between the Cardholder and/or the Applicant and such merchant establishment or financial institution and in no circumstance shall such claim or dispute relieve the Cardholder and/or the Applicant of their obligations to the Company hereunder.

11.5 The Company shall not be obliged to credit the Account with the amount of any such claim or dispute, whether or not such amount is matured or due and payable for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. 11.6 The Company shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder or providing any Card services to the Cardholder and/or the Applicant, including but not limited to such Cardholder and/or the Applicant, and any action so taken by the Company shall not render the Company liable to the Cardholder and/or the Applicant or otherwise discharge any liability of the Cardholder and/or the Applicant.

11.7 Notwithstanding anything herein to the contrary, the Company shall not be responsible for any indirect, consequential or incidental loss or loss of profit or other damage or loss of business or other advantage whatsoever which the Cardholder, the Applicant or any third party may suffer or incur, whether directly or indirectly and howsoever arising.

11.8 In the course of providing the Card services, the Company may use the personal information of the Cardholder and the Applicant through telephone, facsimile, internet or such other method as the Company may from time to time determine. In this connection, the Cardholder and the Applicant hereby consent to the Company taking record of any such activities and/or information and retaining it for such period as it considers appropriate. The Company shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Cardholder or the Applicant, and any communication or instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder and/or the Applicant.

12. **Termination and Suspension of the Card** 12.1 The Cardholder may terminate his/her Card and the Applicant may terminate any or all Cards at any time by giving not less than 14 days’ prior written notice to the Company. The Applicant may terminate the Master Account at any time by giving not less than 14 days’ prior written notice to the Company. Upon the termination of the Master Account, all Sub-account(s) hereunder and of all related Card(s) shall be automatically terminated forthwith. Notwithstanding any such termination, the Applicant and each Cardholder shall remain jointly and severally liable for all Charges effected through the use of the Card of such Cardholder.

12.2 The Company may terminate this Agreement in respect of any Card at any time without prior notice or giving any reason to the Cardholder. Without limiting the generality of the foregoing, the Company may terminate this Agreement by listing the Card in its cancellation list or bulletin without notice whereupon the right to use the Card shall be revoked. For the avoidance of doubt, the CNY Account shall be deemed to be terminated upon when the Card or any Electronic Device is revoked to the extent that any such loss and liability are incurred as a result of the willful default on the part of the Company, gross negligence or willful default on the part of the Company, the Cardholder should and the Applicant shall jointly and severally indemnify the Company in respect of: (a) all legal costs and expenses reasonably incurred by the Company in seeking to enforce payment of the Cardholder’s and the Applicant’s obligations under this Agreement; and (b) all costs and expenses reasonably incurred by the Company in connection with the appointment of a receiver or liquidator of the Company, including the total collection costs recoverable against that Cardholder and/or the Applicant hereunder shall in normal circumstances not exceed 30% of the aggregate outstanding balance of the Account for the payment of which that Cardholder is responsible.

12.3 Upon termination of the Agreement (whether