

# **DBS BUSINESS CARD**

## **TERMS AND CONDITIONS**

**DBS Bank (Hong Kong) Limited**  
**星展銀行（香港）有限公司**



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Hong Kong/CPF/CSV/0064(09/16)

# DBS BUSINESS CARD TERMS AND CONDITIONS

A. These terms and conditions ("Agreement") are applicable to all business credit cards issued by DBS Bank (Hong Kong) Limited from time to time (each a "Card") and each of the Card Accounts (as defined below) and shall be binding on each Cardholder (as defined below) and the Corporation (as defined below). Please read this Agreement carefully before activating, signing or using the Cards or Card Accounts. Upon activating, signing or using any Card or Card Account, you and the Corporation shall be deemed to have accepted this Agreement and are bound by it.

B. Immediately after you receive a Card, please review this Agreement and if you and the Corporation accept it, please:

- (i) complete the Card activation procedure; and
- (ii) sign the back of the Card without delay.

If you or the Corporation do not accept this Agreement, please notify us immediately. You should cut the Card so that the magnetic stripe, hologram and chip (if any) are no longer intact and dispose of it carefully. No charge will be made. As an unsigned Card can very easily be misused, you must act without delay to accept the Card or cut and dispose of the Card.

C. 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/TIN 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
5. Your payment obligations (including late fee, finance charge and delinquency adjustment)	4.2
6. Your obligations upon termination	5.3
7. Our right to ask for repayment	5.4
8. Limited liability of Cardholders	7.2
9. Your 60-day right to query your Card Account statement	9.2
10. Your right to terminate the Card if you do not accept any amendment	11
11. Our right to set off your DBS Bank account balances against amount due on your Card Account	13
12. Your right not to pay during our disputed amount procedure	15
13. Your liability for our collection costs	17.1

D. We aim to ensure you can fully understand how your Card and Card Account operate and will enjoy using our card services. If you have any questions, please contact our 24-hour Customer Services Hotline: 2290 8888.

E. Definition and Interpretation

"You", "Your" and "Cardholder" mean the person named on the Card.

"We", "Our", "Us" or "DBS Bank" mean DBS Bank (Hong Kong) Limited and its successors and assigns.

"Corporation" means the sole proprietorship, partnership or company that applied for the Card to be issued to the person named on the Card.

"Card Account" means the account in the name of the Cardholder opened and maintained with us.

"DBS Bank Group" refers to DBS Group Holdings Limited, its subsidiaries and any company in which the same has a direct or indirect interest or with which it is in joint venture or co-operation, or their respective successors and assigns.

“Terminal” means any automatic teller machine (“ATM”), dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal which enables you to give instructions in respect of your Card.

## **1. USE OF CARD/PIN/TIN**

### **1.1 RECEIPT OF CARD/PIN/TIN**

If the application of the Corporation for a Card to be issued to you is approved, we shall send you (either directly or through the Corporation, as directed by the Corporation) the Card, a Personal Identification Number (PIN) and a Telephone Identification Number (TIN) to be used in conjunction with the Card to your or the Corporation’s (as the case may be) address last notified to us unless you or the Corporation notify us in writing that you want to collect the Card from us in person.

### **1.2 CARD AND PIN SERVICES**

You may use your Card and/or your PIN for making authorised purchases or obtaining cash advances. No other person is allowed to use the Card and/or your PIN to conduct any transactions. We may determine at our sole discretion to offer additional services or modify any existing services that you may obtain using the Card and/or your PIN.

### **1.3 PHONE BANKING SERVICES**

- (a) You may use your TIN for accessing the phone banking services. You may use the phone banking services to request or accept specified services and to give instructions.
- (b) Instructions given through the phone banking services once acknowledged by us are treated as accepted and binding on you and any amendment, cancellation or reversal is not normally possible and will be at our discretion.
- (c) We reserve the right to reject certain type of instructions to be given through the phone banking services.
- (d) Each instruction given through phone banking services will be confirmed by a confirmation reference number, if applicable, given during the same telephone call.
- (e) Any exchange rate or interest rate quoted is for reference only and shall not be binding on us.

### **1.4 USE OF CARD**

The Card must only be used by you as the person to whom the Card is issued. It is not transferable and you and/or the Corporation 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 or improper purposes (as determined by us at our sole discretion) and, if we believe such use has occurred, we may refuse to honour such Card transactions without notice.

### **1.5 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.

### **1.6 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.

### **1.7 ISSUE OF CARD**

We may (at our discretion) issue Card(s) in the name(s) of any person(s) nominated in writing by the Corporation.

## **2. CREDIT LIMIT**

### **2.1 CARDHOLDER NOT TO EXCEED CREDIT LIMIT**

We shall set a combined credit limit in respect of the Corporation at our discretion. The Corporation may allocate such credit limit among all Cardholders. The total amount (whether principal, interest, costs, fees and/or other amounts payable) incurred on all Card Accounts by the Cardholders, whether or not immediately due, when added together, must not exceed the combined credit limit set for the Corporation. The total amount (whether principal, interest, costs, fees and/or other amounts payable) incurred on a Card Account by a Cardholder, whether or not immediately due, when added together, must not exceed the credit limit set for that Card

Account. The credit limit is uncommitted and we may, where necessary, review, vary or cancel the individual credit limit of any Card Account and/or the combined credit limit at our discretion without notice.

## **2.2 EXCEEDING CREDIT LIMIT**

We may choose to authorise certain Card transactions that would result in a credit limit (being the combined credit limit and/or an individual credit limit in respect of a Card Account) being exceeded. You may make a request for us to decline to authorise Card transactions exceeding a credit limit (being the combined credit limit and/or an individual credit limit in respect of a Card Account). Despite such request, the total amount incurred on a Card Account may exceed a credit limit as a result of circumstances beyond our control ("Exceptional Transactions").

Exceptional Transactions may include, but are not limited to:

- (a) transactions which do not require authorisation for effecting payment;
- (b) transactions which have a posting amount exceeding the amount presented for authorisation caused, for example, by currency exchange fluctuation or surcharges levied by a merchant;
- (c) transactions that are within the credit limit at the time of authorisation but, at the time they are submitted by the merchant for posting (often after a prolonged period of time), the credit limit may have been exceeded or they may cause the credit limit to be exceeded; or
- (d) transactions directly authorised by the relevant card association (e.g. VISA, MasterCard, etc.).

Whenever your credit limit has been exceeded (including by amounts incurred from Exceptional Transactions), that part of the balance owing which exceeds the applicable credit limit (being the combined credit limit and/or any individual credit limit in respect of a Card Account) shall be immediately due and payable by you and/or the Corporation.

## **2.3 TRANSACTIONS WITHIN CREDIT LIMIT**

We may also refuse to authorise any Card transaction that you wish to effect even though it would not cause a credit limit to be exceeded.

## **3. LOSS/THEFT OF CARD AND DISCLOSURE OF PIN/TIN**

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

Your Card remains our property at all times. You must keep your Card securely and ensure that your PIN/TIN is not disclosed to any other person. You must take all reasonable steps to keep your Card safe and your PIN/TIN secret and to help prevent fraud. In particular:

- (a) printed copies of the PIN/TIN should be destroyed;
- (b) no one else should be permitted to use any Card and/or any PIN/TIN;
- (c) a PIN/TIN should never be written on a Card or on anything kept with or near it, and should frequently be changed;
- (d) if it is written down, a PIN/TIN should always be disguised;
- (e) a self-selected PIN/TIN should avoid easily accessible personal information such as your identity card number, date of birth, telephone number or other obvious numbers;
- (f) the PIN/TIN should never be used in other services (such as services on the internet);
- (g) each Card should be kept safely; and
- (h) each 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/TIN is lost, stolen or used in an unauthorised way, you must notify us as soon as reasonably practicable upon discovery 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 or unauthorised use and any other information that we may require.

### **3.3 LIABILITY FOR LOST/STOLEN CARDS AND UNAUTHORISED TRANSACTIONS**

- (a) Provided that you and the Corporation have not acted fraudulently or with gross negligence and you have not failed to inform us in accordance with clause 3.2 above of the loss, theft or unauthorised use of your Card and/or the PIN/TIN, subject to clause 17.4 below, you and/or the Corporation shall not be liable for any unauthorised transactions (except cash advances) carried out before and/or after we have been notified of the loss, theft or unauthorised use, and we will waive your and/or the Corporation's liability:
- (i) arising due to misuse of a Card, if that Card is not received by you or the Corporation;
  - (ii) for any or all transactions not authorised by you after we have been given adequate notification that the Card and/or PIN/TIN has been lost, stolen or used in an unauthorised way or that someone else knows the PIN/TIN (subject to clause 3.4 below);
  - (iii) where a fault has occurred at any terminal, or in any other system of any bank, which cause you and/or the Corporation to suffer loss, unless the fault was obvious or advised by a message or notice on display;
  - (iv) due to failure of our security features in respect of the Card; and/or
  - (v) when transactions are made through the use of counterfeit cards or fraud (not involving you and/or the Corporation).
- (b) Notwithstanding the application of clause 3.3(a) above, your and/or the Corporation's liability for any monthly or other periodic payment arrangements already established before we have been notified of the loss, theft or unauthorised use shall continue in accordance with clause 17.4.
- (c) Our liability for loss incurred by you and/or the Corporation in any of the circumstances mentioned above shall be limited to our above waiver of your and/or the Corporation's liability to us for the total amount (whether principal, interest or otherwise) charged to the Card in such circumstances.
- (d) For the avoidance of doubt, if you fail to notify us of the loss, theft or unauthorised use of your Card and/or the PIN/TIN within a reasonable period of time upon the loss, theft or unauthorised use of your Card and/or the PIN/TIN, you shall be deemed to have acted with gross negligence by failing to take reasonable steps to keep the Card and/or PIN/TIN safe to prevent fraud.

### **3.4 FRAUD OR NEGLIGENCE**

If you or the Corporation have acted fraudulently or with gross negligence (including, but not limited to, you not acting in accordance with clauses 3.1 and 3.2, or you have failed to follow the safeguards that we recommend to you from time to time), then clause 3.3(a) shall not apply and you or the Corporation shall be liable and you and the Corporation jointly and severally agree and undertake to:

- (a) pay promptly on demand all debts, liabilities and/or other amounts from time to time owing under the Card Account; and
- (b) hold us harmless and indemnify us on a full indemnity basis and on demand for any liability for loss, damage, reasonable costs and expenses which we may suffer or incur by reason of:
  - (i) any transaction conducted with the Card or otherwise incurred under the Card Account;
  - (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 you or the Corporation'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 you (if the Corporation has selected Individual Billing as the billing method) or the Corporation (if the Corporation has selected Central Billing as the billing method) a Card Account statement every month listing the transactions posted to the Card Account. You and the Corporation shall be jointly and severally 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 (being the combined credit limit and/or any individual credit limit in respect of a Card Account) is exceeded. Types of transactions that could be effected or authorised without your signature may include (but without limitation) orders placed over the telephone or the internet, orders placed by mail or by facsimile, and the use of a Card at a JETCO or other ATM, a merchant's point-of-sale terminal, a credit card payphone or any other available device.

### **4.2 PAYMENT OBLIGATIONS**

(a) You and the Corporation are jointly and severally liable to pay any fees, charges and interests in respect of the Card in accordance with the schedule of fees, charges and interest rates applicable to the Card ("Fee Schedule") published by us and notified to you and the Corporation from time to time or any other notice which we may from time to time issue in the manner described in clause 11 below.

(b) On or before the payment due date in each month, you and/or the Corporation must pay us the statement balance in full or at least pay the minimum payment as specified in any monthly statement. You and/or the Corporation must also pay any amount in excess of the applicable credit limit (being the combined credit limit and/or any individual credit limit in respect of a Card Account). If the statement balance is paid in full by the payment due date, then no finance charge (other than the finance charge charged on cash advances and Specified Bill Payments pursuant to clause 4.3) will be charged. Subject to clause 4.3(b), if the statement balance of a statement is not paid in full on the payment due date, then:

(i) the outstanding statement balance will be subject to a finance charge calculated and accrued on a daily basis from the day after the date of that statement; and

(ii) every new transaction posted to the Card Account after the date of that statement will also be subject to the finance charge accruing from the date such transaction is posted to your Card Account,

until the amount shown in the most recent Card Account statement or correspondence from us, our agent(s) or lawyer(s) (whichever is the most recent) is paid in full. The finance charge is calculated at a prevailing rate as shown in the Fee Schedule or any other notice.

(c) If you and/or the Corporation fail to pay the minimum payment on the payment due date as specified in any monthly statement, then:-

(i) your Card Account will be regarded as in a delinquent status,

(ii) a late fee and a finance charge (adjusted by a delinquency adjustment rate, if applicable) will be charged at the rate shown in the Fee Schedule or any other notice; and

(iii) we may suspend your use of the Card and/or Card Account.

For details of delinquency adjustment, please refer to the Fee Schedule or any other notice issued by us from time to time.

(d) Any finance charge payable by you and/or the Corporation shall be calculated based on a 365-day year.

### **4.3 CASH ADVANCES AND SPECIFIED BILL PAYMENTS**

(a) Notwithstanding the credit limits referred to in clause 2.1, you may use your Card and/or PIN to obtain cash advances and/or to make Internet bill payment, JET payment or bill payment through our customer services hotline of the

merchant categories of "Banking and Credit Card Services", "Credit Card Payment" and/or "Credit Services" ("Specified Bill Payment") (including all cash withdrawals, regardless of whether there is any balance standing credit to the Card Account) up to the limits prescribed by us for cash advances and Specified Bill Payments respectively from time to time, whether or not such limits are notified to you and/or the Corporation.

- (b) We will charge interest on cash advances and Specified Bill Payments and relevant fees in the form of finance charge at the prevailing rates from time to time shown in the Fee Schedule or any other notice. Finance charge will be charged from the date a cash advance or a Specified Bill Payment (as appropriate) 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, etc.) from a range of wholesale market rates or government-mandated rates, 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 selected by the card associations are available from the Customer Services Hotline, but for any 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 be credited to the Card Account only when 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 your right to use the Card, Card Account and/or any related services offered (such as any credit limit, whether the combined credit limit and/or any individual credit limit in respect of a Card Account, any cash advance and any rewards programme or other service or promotional arrangements) and/or disapprove any proposed Card transaction even though it would not cause the credit limit (whether the combined credit limit and/or any individual credit limit in respect of a Card Account) to be exceeded, in each case with or without giving any reason or notice. Although prior notice of any such action may be given, we shall be under no obligation to give you any such prior notice. **We shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by you and/or the Corporation as a result of any such action.** Upon our request, you and/or the Corporation shall immediately return every or any Card to us. Your Card shall cease to be valid upon, and must not be used following your death, bankruptcy or insolvency or the winding up or insolvency of the Corporation or when we cease to know your whereabouts.

#### **5.2 YOUR RIGHT TO TERMINATE**

You may terminate your Card and Card Account at any time by giving us notice. You should then cut the relevant Card so that the magnetic stripe, hologram and chip (if any) are no longer intact and dispose of it carefully. The Corporation may also terminate the use of any Card(s).

#### **5.3 OBLIGATIONS UPON TERMINATION**

**Upon the termination of your Card and Card Account for whatever reason, you shall not continue to use your Card,**

otherwise you and the Corporation will remain jointly and severally liable for all transactions made after the termination. Your and the Corporation's obligations under this Agreement will continue jointly and severally after the termination in respect of all outstanding debit balances (including any amounts incurred but not yet debited to your Card Account or any monthly or other periodic payment arrangements already established before such termination) on your Card Account. All such outstanding debit balances shall become payable by you and the Corporation jointly and severally immediately on demand. Until the outstanding debit balances are paid in full, a finance charge may be imposed as set out in clause 4.2 above.

#### **5.4 OUR RIGHT TO DEMAND PAYMENT**

The entire outstanding debit balance on the Card Account shall become immediately due and payable by you and the Corporation jointly and severally:

- (a) upon demand by us;
- (b) upon termination of the Card and Card Account; and/or
- (c) upon any breach by you or the Corporation of any of the terms and conditions in this Agreement.

#### **6. CREDIT BALANCE**

- 6.1 No interest will accrue on any balance standing credit to your Card Account.
- 6.2 The Corporation may request to withdraw any credit balance in your Card Account in writing and such credit balance will be refunded to the Corporation within 7 working days from the date we have received the written request.
- 6.3 If a credit balance remains after the Card and Card Account are terminated, the Corporation shall promptly arrange to collect this balance (subject to clause 6.2 above) within one month from the termination date. If the Corporation fails to collect such credit balance, we may forfeit the Corporation's entitlement to such balance or release such balance to any person who can show a good claim.

#### **7. LIABILITY OF THE CORPORATION AND CARDHOLDERS**

##### **7.1 LIABILITY OF THE CORPORATION**

The Corporation is liable for and must pay us on demand the outstanding amount (including principal, interest, costs, fees and/or other amounts payable) incurred by all Cardholders and debited to all Card Accounts. The Corporation is jointly and severally liable with each Cardholder for such part of the outstanding balance in connection with each Card.

##### **7.2 LIABILITY OF THE CARDHOLDERS**

The Cardholder is liable, jointly and severally with the Corporation, only for such part of the outstanding balance as relates to the use of his/her Card.

##### **7.3 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 (if any) to us.

##### **7.4 DISPUTES BETWEEN THE CORPORATION AND THE CARDHOLDERS**

Our rights and obligations relating to the Corporation and each Cardholder are not affected by any dispute or claim that you may have against each other.

#### **8. OPERATIONAL MATTERS**

##### **8.1 NON-ACCEPTANCE OF CARD**

We are not liable in any way:

- (a) should your Card or PIN/TIN be rejected by a merchant, financial institution, any other person or any terminal used to process Card transactions or if we refuse for any reason to authorise any Card transaction;
- (b) for any non-availability of any terminal used to process Card transactions, or any other machine 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;



- (c) 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
- (d) for any damage to or loss of or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card.

To the fullest extent permitted by law, in no circumstances shall we or DBS Bank Group 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 malfunctioning of the Card or other devices or otherwise howsoever arising.

## **8.2 FAULTS WITH TERMINALS ETC.**

Unless the fault is obvious or advised by a message or notice such that you should have been aware of the fault, we will be responsible for any amount incorrectly charged to your Card Account (plus any interest thereon) as a direct result of any fault in any terminal or other system used to process Card transactions.

## **8.3 PROBLEMS WITH GOODS AND SERVICES**

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

## **9. CONCLUSIVENESS OF STATEMENT ETC.**

### **9.1 MONTHLY STATEMENT**

Any of our records relating to Card transactions conducted with your authorisation (whether with or without your signature) and/or PIN/TIN validation are conclusive evidence of their accuracy and authenticity and shall be binding on you and the Corporation for all purposes. All Card transactions, fees, charges, interests and/or other amounts jointly and severally payable by you and the Corporation will be charged to the Card Account in Hong Kong Dollars.

A statement showing, amongst other things, the amounts so charged and the payment due date, will be sent to you (if the Corporation has selected Individual Billing as the billing method) or the Corporation (if the Corporation has selected Central Billing as the billing method) monthly (or at such other intervals as we may decide from time to time). We shall also send to the Corporation a consolidated statement showing all outstanding balances incurred by all Cardholders it has nominated under all the Card Accounts. We may not issue a statement if there has been no transaction since the most recent 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.

For the purpose of this Agreement, the following terms shall have the following meaning:

- (a) "Individual Billing" means the billing method where by we shall send to the Cardholder statements for his/her Card Account; and

(b) "Central Billing" means the billing method where by we shall send to the Corporation statements for each Card Account collectively.

## **9.2 ERROR OR OMISSION**

You and the Corporation agree to examine each Card Account statement received from us and to notify us of any alleged error or omission within 60 days after such statement was provided, whether by personal delivery, posting or any other arrangement described in clause 14.1. After such 60-day period, such statement shall be deemed accepted and conclusively settled and no claim to the contrary by you and/or the Corporation shall be admissible, save only in respect of: (i) any alleged error or omission so notified; or (ii) any case involving forgery or fraud by any third party or other circumstances to which clause 3.3 applies, in either case provided you and/or the Corporation have complied with clauses 3.1 and 3.2.

## **9.3 NON RECEIPT**

You and the Corporation agree to inform us promptly if the regular Card Account statement has not been received within a reasonable time. **Your and the Corporation's liability to us remains even if, for any reason, you and the Corporation do not receive your Card Account statement in any month.**

## **10. APPROPRIATION OF PAYMENTS**

Payments to us in respect of a Card Account shall be treated as made only when the relevant funds have actually been received. We shall use the payment amount we received to settle firstly, any billed fees, charges and interest, then 1% of the statement balance (excluding the billed fees, charges and interest) (collectively, the "Minimum Payment"). Any amount in excess of the Minimum Payment shall be applied to settle the remaining portion of the statement balance in the order of (i) Fee Based Instalment and Instalment Loan (that is, Call-a-loan); (ii) cash advance; (iii) retail transaction; and (iv) Funds Transfer, from that with highest interest rate to lowest interest rate. Any amount in excess of the statement balance shall be applied to settle any fees, charges and interest incurred but not yet billed, if any, then to settle new transactions incurred after the date of that statement with the highest interest rate to lowest interest rate. We reserve the right to vary the above order for appropriation of any payment received by us to or towards any indebtedness due to us at our sole discretion.

## **11. AMENDMENT**

We may from time to time by notice to you and/or the Corporation, change any of these terms and conditions and/or 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 and the Corporation on the effective date specified by us and will apply to all outstanding balances on the Card Account. At least 60 days' notice of changes to fees or other charges payable and of changes that increase your and/or the Corporation's liabilities or obligations will be given. Retention or use of the Card after the effective date of any change will constitute your and the Corporation's acceptance of such change. If you or the Corporation do not accept any proposed change, the Card and Card Account must be terminated in accordance with clause 5.2 prior to the effective date of the change.

## **12. DATA POLICY**

### **12.1 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 to the Corporation when it applied for the Card. You and the Corporation are deemed to have accepted such policy and it shall form part of this Agreement. 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.

## **12.2 DIRECT MARKETING**

Your and/or the Corporation's data may from time to time be used for direct marketing and/or promotional purposes by us regarding products and special promotions from the DBS Bank Group and its associates and carefully selected third parties with your consent. If you or the Corporation do not want such use to be made of such data or if you or the Corporation wish to revoke any consent given to us for such use, please notify us in writing to Account Processing – Opt Out, DBS Bank, GPO Box 400, Hong Kong or such other address as we may notify you or the Corporation from time to time.

## **13. COMBINATION, CONSOLIDATION AND SET-OFF**

### **13.1 EXTENT OF OUR SET-OFF RIGHTS REGARDING THE CORPORATION**

We shall be entitled at any time and without notice to the Corporation, to combine or consolidate any credit balance on any of the Corporation's accounts maintained with us (whether matured or not) with the settlement of any debit balance on the Card Account(s) and to set off any such credit balances against any such debit balance, in each case regardless of where the Corporation's other accounts are located or whether the Corporation's other accounts are held in the Corporation's sole name or jointly with others.

### **13.2 EXTENT OF OUR SET-OFF RIGHTS REGARDING THE CARDHOLDER**

We shall be entitled at any time and without notice to you, to combine or consolidate any credit balance on any of your accounts maintained with us (whether matured or not) with the settlement of any debit balance on your Card Account and to set off any such credit balance against any such debit balance, in each case regardless of where your other accounts are located or whether your other accounts are held in your sole name or jointly with others.

### **13.3 COMBINATION, CONSOLIDATION AND SET-OFF INVOLVING FOREIGN CURRENCIES**

Where any combination, consolidation or set-off 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.

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

### **14.1 COMMUNICATION**

We may send any Card, notice, Card Account statement or other communication to you and/or the Corporation by ordinary pre-paid post or personal delivery to your and/or the Corporation's last known address or by such other channel as we deem appropriate (including by facsimile, short message service (SMS), electronic mail or by posting a notice on our website). Communication and notices sent by ordinary pre-paid mail shall be considered to have been delivered on the next business day after the date of posting. Communication and notices sent by facsimile shall be considered to have been sent and received on the same day. Communication and notices sent by personal delivery, short message service (SMS) or electronic mail shall be considered to have been received immediately after such notices are sent.

### **14.2 COMMUNICATION INVOLVING CARDHOLDERS**

Any Card, Card Account statement, correspondence and/or information in connection with and/or arising from the operation of the Card or Card Account, notice or any amendment to this Agreement that is sent by us to the Corporation shall be considered to have been sent and received by each Cardholder at the same time. The Cardholder shall be deemed to have consented to the disclosure and provision of his/her personal or other data contained in any of the above communication by us to the Corporation.

### **14.3 NOTICES AND UPDATING OF CONTACT DETAILS**

We may serve you and/or the Corporation with any notice, demand or other legal document by delivering it personally, by sending it by ordinary post or by leaving it at your and/or the Corporation's last known address(es) (whether a residential or business address or otherwise). Our collection agents may also visit such address(es). You and/or the Corporation will be considered to have been properly served on the date of delivery if we deliver such process personally to you and/or the Corporation, or served on the next day after the date of posting if such process is posted to you and/or the Corporation. In addition to these methods of service, we may serve you and/or the Corporation by any other method permitted by law. It is your and/or the Corporation's responsibility to ensure that the address and other contact details notified to us are correct and up to date at all times. You should notify us promptly in writing of any changes in personal details (including address, employment, permanent residence or telephone number) or of any difficulty in repaying any indebtedness or in meeting any payment due and payable under the Card Account. The Corporation should notify us promptly in writing of any changes in details (including name of the Corporation, address, nature of business, directors, constitution of the Corporation and authorised signatures).

### **15. DISPUTED AMOUNT PROCEDURE**

If you and/or the Corporation report an unauthorised transaction to us before the payment due date, you and/or the Corporation may withhold payment of the disputed amount during the investigation period. If our investigation concludes that your and/or the Corporation's 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.

### **16. CARD INSTALMENT LOAN**

Any payment instalment loan entered into through the use of a Card shall be governed by separate terms and conditions (as amended from time to time). You may obtain a copy of such terms and conditions from the relevant merchant when you apply for such payment instalment loan or by downloading it from our website ([www.dbs.com/hk](http://www.dbs.com/hk)). In respect of any payment instalment loan, should there be any inconsistency between the terms and conditions of any payment instalment loan and this Agreement, the former shall prevail.

### **17. MISCELLANEOUS**

#### **17.1 RECOVERY OF COSTS**

We may, at our discretion, engage debt collection agents and/or lawyers for collection of any moneys owing by you and/or the Corporation to us or for enforcement of any of our rights against you and/or the Corporation hereunder. You and/or the Corporation shall jointly and severally indemnify us on demand in respect of all collection costs and expenses that we reasonably incur. The total collection costs from engaging debt collection agents to be recovered shall in normal circumstances not exceed 30% of the amount owing by you to us. For the avoidance of doubt, the abovementioned ceiling of 30% shall not apply to the costs and expenses we incur from engaging lawyers.

#### **17.2 INSTRUCTIONS FROM YOU AND/OR THE CORPORATION**

Requests or instructions from you and/or the Corporation should, unless permitted by us otherwise, be in writing and signed by you and/or the authorised signatory of the Corporation. We may choose to accept any instruction made through electronic mail, facsimile or telephone, including such instruction that we in good faith believe is given by you and/or the Corporation even if you and/or the Corporation have not actually given such instruction. **Any non signature-bearing instruction shall be given to us at your and/or the Corporation's risk and we shall not be responsible for any**

loss or damage that you and/or the Corporation may suffer. You and/or the Corporation shall on demand jointly and severally indemnify us in respect of any losses, claims, actions, proceedings, demands, damages, costs and expenses (including all reasonable legal cost 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 instruction given as aforesaid.

### **17.3 RECORDING AND DOCUMENT RETENTION**

- (a) To help ensure service quality, you and the Corporation 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 and/or the Corporation. You and the Corporation hereby agree to such recording.
- (b) We may set retention periods for such recordings and any 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 at our discretion choose whether to accept, or at any time stop accepting, any separate arrangement you may make with a merchant for charging instalment or other regular payments owing to that merchant to your Card Account. Such arrangement is strictly between you and the relevant merchant. Accordingly, if you wish to modify or terminate any such arrangement, you must do so directly with the relevant merchant, otherwise such instalment or other regular payments shall continue to be charged to your Card Account. In the event of any dispute between you and the merchant, we reserve the right not to set up, modify or terminate such arrangement.

If the Card and Card Account are terminated or if you have reported to us that the Card is lost, stolen or being used in an unauthorised way, you should contact the relevant merchant(s) directly to make other arrangements for charging such instalment or other regular payments as we may not be able to continue charging such instalment or other regular payments to your Card Account. **We shall not be liable for any loss or damage you may suffer as a result of any non-acceptance of any arrangement to charge or any inability to charge such instalment or other regular payments to your Card Account for any reason.**

### **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 and/or the Corporation 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. Those additional services, benefits or programmes are subject to their own terms and conditions. You may obtain a copy of the relevant terms and conditions by downloading it from our website ([www.dbs.com/hk](http://www.dbs.com/hk)). We may withdraw or change such additional services, benefits or programmes at any time.

### **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 or the Corporation, but will be subject to all applicable legal and regulatory requirements.

**17.8 NON-ASSIGNMENT BY CARDHOLDER/CORPORATION, ETC.**

This Agreement is personal to you and the Corporation. None of your or the Corporation's rights and obligations under this Agreement may be assigned. This Agreement shall be binding upon each of your or the Corporation's successor(s), personal representative(s) and person(s) lawfully acting on your behalf and successors in title, permitted assigns and permitted transferees of the Corporation.

**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 AND LANGUAGE**

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

**17.11 TAX**

You and the Corporation agree to be bound by the terms relating to tax reporting, withholding and associated requirements specified in the Tax Requirements Notice from time to time issued by us, which are incorporated by reference into and shall form part of this Agreement. A copy of the Tax Requirements Notice is available on request at our branches or from the website ([www.dbs.com/hk](http://www.dbs.com/hk)).

**18. THIRD PARTIES RIGHTS**

A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).

**19. RELATIONSHIP WITH DIRECTORS/EMPLOYEES ETC.**

19.1 As a licensed bank, we are subject to certain limitations on advances to persons related to the directors, employees, controllers or minority shareholder controllers of us, our subsidiaries or Affiliates ("Connected Persons"). Unless otherwise declared or disclosed to us, the Corporation hereby confirms to us that it is not a Connected Person. The Corporation undertakes to immediately advise us in writing upon becoming a Connected Person at any time while there is any outstanding statement balance in the Card Account.

19.2 For the purpose of this clause 19, the following terms shall have the following definition:

"controllers" and "minority shareholder controllers" shall have the meanings used within section 83 of the Banking Ordinance (Cap 155 of the Laws of Hong Kong);

"subsidiary" shall have the meaning ascribed to it in the Companies Ordinance (Cap 622 of the Laws of Hong Kong); and

"Affiliates" in respect of a party, means any other legal entity, directly or indirectly controlling or controlled by or under the direct or indirect common control with that party and "control" in this definition means (a) the direct or indirect ownership of 50% or more of the voting share capital of a party; or (b) the entitlement to exercise, or control the exercise of 50% or more of the voting power of a party; or (c) the ability of a party (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) to direct the management and policies of another party or to control the composition of the other party's board of directors or equivalent body.

**20. OTHER VERSIONS OF THIS AGREEMENT**

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

# **DBS 商務卡**

## **使用條款及細則**

**星展銀行（香港）有限公司**  
**DBS Bank (Hong Kong) Limited**



生效日期：2017 年 1 月 1 日

Hong Kong/CPF/CSV/0064(09/16)

# DBS 商務卡使用條款及細則

A. 本使用條款及細則（「協議」）適用於所有不時由星展銀行（香港）有限公司發出的商務信用卡（「信用卡」）以及每一信用卡戶口（定義見下文），並對每一信用卡持有人（定義見下文）及機構（定義見下文）具約束力。請在啟動信用卡、於信用卡上簽名或使用信用卡或信用卡戶口之前仔細閱讀本協議。當完成信用卡啟動程序、在信用卡上簽名或使用信用卡或信用卡戶口，客戶及機構即被視為接納本協議並在法律上受本協議的條款及細則所約束。

B. 客戶於接獲信用卡後必須隨即細閱此協議，如客戶及機構接納此協議，請：

- (i) 完成信用卡啟動程序；及
- (ii) 立即於信用卡背面簽署。

若客戶或機構不欲接納此協議，請即時通知本行，並應將信用卡剪掉，以破壞其磁帶、全息圖及晶片（如有），然後小心將之棄置。本行不會收取費用。由於未經簽署的信用卡很容易被誤用，客戶必須立即接納信用卡或將信用卡剪掉及棄置。

C. 請客戶特別留意下列關鍵條文：

關鍵條文	相關條文
1. 信用卡的啟動及認收及 客戶立即簽署貴賓卡的責任	A B
2. 客戶對信用卡 / 私人密碼 / 電話私人密碼保安的責任	3.1
3. 信用卡誤用： (a) 本行的遺失信用卡完全保障服務 (b) 客戶若欺詐地或疏忽地行事的責任	3.3 3.4
4. 客戶對信用卡報失前引致的損失的責任	3.3 及 3.4
5. 客戶的付款責任（包括逾期費用、財務費用及逾期還款調整）	4.2
6. 客戶終止信用卡後的責任	5.3
7. 本行要求還款的權利	5.4
8. 信用卡持有人的有限責任	7.2
9. 客戶質詢信用卡戶口結單的 60 天權利	9.2
10. 客戶因不欲接納任何修訂而終止信用卡的權利	11
11. 本行以客戶星展銀行的賬戶結餘來抵銷客戶信用卡戶口內的到期款項的權利	13
12. 客戶於受爭議款項程序進行期間暫緩付款的權利	15
13. 客戶承擔本行收債費用的責任	17.1

D. 本行旨在確保客戶能夠完全明白客戶的信用卡及信用卡戶口如何運作，並會樂於使用本行的信用卡服務。如有任何問題，請致電本行 24 小時客戶服務熱線：2290 8888。

E. 定義及解釋

「客戶」、「客戶的」或「信用卡持有人」所指的是在信用卡上面所指定的人。

「本行」、「本行的」或「星展銀行」所指的是星展銀行（香港）有限公司以及其繼承人及受讓人。



「機構」所指的是申請發出信用卡予信用卡上面所指定的人的獨資企業、合夥企業或公司。

「信用卡戶口」所指的是本行以信用卡持有人名義開立及管理的戶口。

「星展銀行集團」所指的是星展集團控股有限公司、其子公司及其直接或間接擁有利益或與其合作或合共經營的公司，或其各自的繼承人及受讓人。

「終端機」所指的是任何自動櫃員機、撥號終端機、電子數據記錄終端機、智能卡終端機或客戶可通過其發出信用卡指示的其他銷售點終端機。

## **1. 信用卡 / 私人密碼 / 電話私人密碼的使用**

### **1.1 信用卡 / 私人密碼 / 電話私人密碼的接收**

若機構要求本行發出信用卡予客戶的申請獲批准後，本行會把信用卡以及與信用卡一起使用的私人密碼和電話私人密碼寄至客戶（按照機構的指示直接寄予客戶或透過機構轉交）或機構（視乎情況而定）最後告知本行的地址，除非客戶或機構以書面通知本行表示希望親身領取信用卡，則作別論。

### **1.2 信用卡和私人密碼的服務**

客戶可使用客戶的信用卡及 / 或私人密碼進行許可購物消費或獲得現金透支。除了客戶之外，其他人無權使用客戶的信用卡及 / 或私人密碼進行任何交易。本行有絕對權利決定因應客戶使用客戶的信用卡及 / 或私人密碼而提供額外服務或更改任何現有的服務。

### **1.3 電話理財服務**

- (a) 客戶可以電話私人密碼使用電話理財服務。客戶可使用電話理財服務要求或接受指定的服務並給予指示。
- (b) 透過電話理財服務發出的指示一經本行確認，均視為已接受及對客戶具約束力，通常不可更改、取消或推翻，此等要求將由本行酌情處理。
- (c) 本行保留權利拒絕透過電話理財服務給予的某類指示。
- (d) 透過電話理財服務發出的每項指示，在適用情況下將於同一次電話通話中獲參考號碼作為確認。
- (e) 任何匯率或利率報價均屬參考性質，對本行沒有約束力。

### **1.4 信用卡的使用**

信用卡只供客戶作為獲發信用卡者而使用，不得轉讓他人，客戶及 / 或機構亦不可為任何目的而將信用卡用作抵押。信用卡不得被用作關乎非法賭博的交易或用作任何其他非法或不當用途（由本行全權酌情決定）；若本行相信此等用法已經發生，可在不預先通知的情況下拒絕承認任何該等信用卡交易。

### **1.5 信用卡的續期**

再續期的信用卡通常於現有信用卡的有效期限滿前至少 30 天發出。客戶若在信用卡的有效期限滿時尚未收到再續期的信用卡，須立即通知本行。

### **1.6 補發信用卡**

若客戶的信用卡遺失或被竊或被用作未獲授權的用途上，本行應無義務向客戶補發信用卡。

## 1.7 信用卡的發出

本行可（酌情）發出信用卡予機構書面提名的任何人士。

## 2. 信用額

### 2.1 信用卡持有人不可超逾信用額

本行須酌情為機構定下總信用額。機構可將該總信用額分配給所有信用卡持有人。信用卡持有人於所有信用卡戶口欠下的款項（不論為本金、利息、費用、收費及 / 或其他應繳的款項，亦不論到期繳付與否）加起來不可超逾為機構定下的總信用額。任何信用卡持有人於信用卡戶口欠下的款項（不論為本金、利息、費用、收費及 / 或其他應繳的款項，亦不論到期繳付與否）加起來不可超逾為該信用卡戶口定下的信用額。此等信用額為未遂信貸及於必要時，本行將有酌情權在不預先通知的情況下覆核、調整或取消任何信用卡戶口的個別信用額及 / 或總信用額。

### 2.2 超逾信用額

本行可選擇批准某些會導致超逾信用額（即總信用額及 / 或信用卡戶口的個別信用額）的信用卡交易。客戶可要求本行拒絕批准會導致超逾信用額（即總信用額及 / 或信用卡戶口的個別信用額）的信用卡交易。儘管有該要求，信用卡戶口欠下的款項總額仍可能在本行控制範圍以外的情況下（「異常交易」）超逾信用額。

異常交易可能包括但不限於：

- (a) 不需要授權亦可進行付款的交易；
- (b) 由於（例如）外幣匯率波動或商戶徵收附加費用，導致記誌金額超逾授權金額的交易；
- (c) 於本行批准交易時，信用額並未被超逾，但當商戶提交交易資料進行記誌時（通常在經過一段長時間後），信用額可能已被超逾或可能導致超逾信用額的交易；或
- (d) 直接由有關卡機構（例如 VISA、MasterCard 等）授權的交易。

每當客戶的欠款已超逾了信用額（包括因異常交易欠下的款項），該超出適用信用額（即總信用額及 / 或信用卡戶口的個別信用額）的結欠部分將即時到期並須由客戶及 / 或機構馬上償還。

### 2.3 不超逾信用額的交易

本行也有權不批准客戶欲進行的任何信用卡交易，儘管這些信用卡交易並不會導致超逾信用額。

## 3. 信用卡遺失 / 失竊及私人密碼 / 電話私人密碼外洩

### 3.1 防止遺失 / 失竊 / 欺詐的責任

客戶的信用卡在所有時候屬本行的財產。客戶必須小心保管客戶的信用卡，同時必須確保客戶的私人密碼 / 電話私人密碼不會外洩給任何人。客戶須採取一切合理步驟去保障客戶信用卡的安全及將客戶的私人密碼 / 電話私人密碼保密，以及防止欺詐。以下數點應特別留意：

- (a) 應毀滅印有私人密碼 / 電話私人密碼的文件；
- (b) 不應容許他人使用任何信用卡及 / 或任何私人密碼 / 電話私人密碼；
- (c) 絕對不可在信用卡上或任何其他經常與信用卡放在一起或放在信用卡附近的物件上，寫上私人密碼 / 電話私人密碼，並應經常更改私人密碼 / 電話私人密碼；

- (d) 私人密碼 / 電話私人密碼若被寫下，應經常加以掩飾；
- (e) 自選的私人密碼 / 電話私人密碼應避免採用容易讓人取得的個人資料，例如客戶的身份證號碼、出生日期、電話號碼或其他顯而易見的號碼；
- (f) 絕對不可將私人密碼 / 電話私人密碼應用在其他服務（如互聯網上服務）；
- (g) 每張信用卡應予安全保管；及
- (h) 每張信用卡應按不時通知客戶的程序、指示及保安特徵使用。

### 3.2 給予本行通知的責任

假如客戶發現其信用卡或私人密碼 / 電話私人密碼已遺失、被竊、或被用作未獲授權的用途上，客戶必須在發現以上情況後在合理可行的情況下立即通知本行。客戶可致電本行客戶服務熱線：2290 8888，或信用卡報失熱線：2832 6603。在某些情況下，本行可要求客戶報警，並且在書面上確認已發生相關遺失、失竊或未經授權被使用的事件。客戶也必須提供本行所需的任何資料。

### 3.3 信用卡遺失 / 失竊及未經授權交易的責任

- (a) 只要客戶及機構並無欺詐或嚴重疏忽行為，並且已根據以上第 3.2 條條款將信用卡及 / 或私人密碼 / 電話私人密碼遺失、失竊或未經授權被使用的事件通知本行，除以下第 17.4 條條款所述的情況外，客戶及 / 或機構將不用為任何在客戶通知本行關於遺失、失竊或未經授權被使用之前及 / 或之後發生的未經授權交易（現金透支除外）負責，及本行將會豁免客戶及 / 或機構於下列情況的責任：
  - (i) 客戶或機構沒有收到信用卡，但信用卡被誤用；
  - (ii) （除以下第 3.4 條條款所述的情況外）在本行已接獲客戶適當的通知，表示信用卡及 / 或私人密碼 / 電話私人密碼遺失、失竊或未經授權被使用或私人密碼 / 電話私人密碼被他人得知後，任何或一切未經客戶授權的交易；
  - (iii) 當任何銀行的任何終端機或任何其他系統發生故障，引致客戶及 / 或機構蒙受損失，惟若有關故障是明顯的或相關的訊息或通知已被顯示則除外；
  - (iv) 由於本行就該信用卡的保安特徵失效；及 / 或
  - (v) 交易是以偽造信用卡或透過欺詐行為而進行（當中不涉及客戶及 / 或機構）。
- (b) 儘管有以上第 3.3(a) 條條款的適用規定，客戶及 / 或機構在通知本行有關遺失、失竊或未經授權被使用事件前對任何已生效的每月或其他定期付款安排的責任，將依據第 17.4 條條款繼續生效。
- (c) 本行對客戶及 / 或機構在上述任何情況下招致的損失的責任，只限於本行如上所述豁免客戶及 / 或機構無須負責信用卡在該等情況下記賬的總額（不論是本金、利息或其他）。
- (d) 為免生疑問，若客戶未有在客戶的信用卡及 / 或私人密碼 / 電話私人密碼遺失、失竊或未經授權被使用後的合理時間內，將客戶的信用卡及 / 或私人密碼 / 電話私人密碼遺失、失竊或未經授權被使用的事件通知本行，客戶須被視為涉及嚴重疏忽，未有採取合理步驟去保障信用卡及 / 或私人密碼 / 電話私人密碼的安全以防止欺詐。

### 3.4 欺詐或疏忽行為

如客戶或機構行事有欺詐或嚴重疏忽（包括但不限於不按第 3.1 條及第 3.2 條條款或未依循本行不時向客戶建議的保安措施行事），則第 3.3(a) 條條款將不適用，客戶或機構應當負責，而客戶及機構共同及個別地同意及承諾：

- (a) 在本行作出要求後立即支付信用卡戶口所有不時欠下的債項、負債及 / 或其他款項；及
- (b) 若因以下原因而導致本行可能蒙受或招致任何損失、損害、合理支出及費用，便須免除及在本行作出要求後免除本行的責任，並給予本行全面的賠償，使其不受任何損失：
  - (i) 使用信用卡進行或在其他情況下於信用卡戶口產生的任何交易；
  - (ii) 有關申請或使用或遺失信用卡而提供的任何資料屬於虛假、不完整或不準確；及 / 或
  - (iii) 客戶或機構違反本協議所引起的一切後果（包括任何信用卡被任何未經授權人士管有的後果）。

## 4. 付款

### 4.1 交易責任

本行每月將寄一份信用卡戶口結單給客戶（如機構選擇的發單方法為個別發單）或機構（如機構選擇的發單方法為中央發單），結單將詳細列出記誌於信用卡戶口的交易。即使客戶沒有簽署銷售單據及 / 或信用額（即總信用額及 / 或信用卡戶口的任何個別信用額）已經超逾，客戶及機構應共同及個別地為透過使用信用卡進行或授權的一切交易負責。未經客戶簽署而可進行或授權的交易種類可能包括（但不限於）透過電話、互聯網、郵遞、傳真發出的指示，在銀通或其他自動櫃員機、在商戶的銷售點終端機、在信用卡收費電話或任何其他可用的設備使用信用卡。

### 4.2 付款責任

- (a) 客戶及機構須根據本行不時公布及通知客戶及機構適用於信用卡的收費、費用及利率詳情（「收費表」）或本行以下列第 11 條條款所述方式不時發出的任何其他通知，共同及個別地負責支付有關信用卡的任何收費、費用及利息。
- (b) 客戶及 / 或機構必須於每月到期繳款日或之前繳付結單所示的結單總結欠或最低付款額，客戶及 / 或機構必須同時繳付超逾適用信用額（即總信用額及 / 或信用卡戶口的任何個別信用額）的任何款項。若結單的結欠在到期繳款日或之前全數清還，則無須繳付財務費用（根據第 4.3 條條款就現金透支及繳付指定賬項而收取的財務費用除外）。在不抵觸第 4.3(b) 條條款的規定下，若結單的總結欠於到期繳款日尚未全數清還，則：
  - (i) 未償還的結單結欠將由該結單日期的翌日起，按每日累計財務費用；及
  - (ii) 該結單日期後記誌於信用卡戶口的每項新交易，亦將由該項交易記誌於信用卡戶口當日起計算財務費用，直至最近的信用卡戶口結單或本行、本行的代理或律師發出的信件（以最近期的為準）所列款項全部清還為止。財務費用按收費表或任何其他通知內顯示的現行息率計算。
- (c) 若客戶及 / 或機構於到期繳款日未繳付任何月結單上的最低付款額，則：

- (i) 客戶的信用卡戶口已處於逾期還款狀況，
  - (ii) 客戶及 / 或機構須繳付收費表或任何其他通知所列的逾期費用及財務費用（受逾期還款調整息率所調整，如適用）；及
  - (iii) 本行可暫停客戶的信用卡及 / 或信用卡戶口。
- 有關逾期還款調整的詳情，請參閱收費表或由本行不時發出的任何其他通知。
- (d) 客戶及 / 或機構應繳付的任何財務費用均以一年 365 天為計算標準。

#### 4.3 現金透支及繳付指定賬項

- (a) 無論第 2.1 條條款所提到的信用額是多少，客戶使用信用卡及 / 或私人密碼提取的現金透支及 / 或以網上繳費服務、「繳費易」或透過客戶服務熱線繳付「銀行或信用卡服務」、「信用卡繳費」及或「信貸財務」的商戶類別的賬項（「繳付指定賬項」）（包括所有現金提款而不論信用卡戶口是否有任何結存餘款）不可超逾本行不時分別指明的現金透支及繳付指定賬項的限額，無論本行有否給予客戶及 / 或機構有關指明限額的通知。
- (b) 本行將按收費表或任何其他通知不時列明的現行收費率以財務費用形式收取現金透支及繳付指定賬項的利息及有關費用。財務費用將由現金透支或繳付指定賬項（視乎情況而定）當日起計直至實際清還之日為止。

#### 4.4 外幣交易

付予本行的所有付款，必須以港幣繳付。本行或其他第三者（例如商戶的銀行）會於折算當日以有關卡機構（例如 VISA、MasterCard 等）於一系列批發市場匯率或由政府指定的匯率中選取的適用匯率，或（由其他第三者折算）其他第三者的適用匯率，將以非港幣作出的信用卡交易折算為港幣，並附加本行釐定的匯率調整連同有關卡機構向本行收取的費用，如適用。卡機構所選用的匯率可致電客戶服務熱線獲悉，惟任何其他第三者的匯率，客戶需直接聯絡有關機構。

#### 4.5 本行對付款的責任

在終端機作出的存款，只會在本行核實後，方貸記入有關信用卡戶口。支票存款只屬託收，須待結算及本行收到付款後方可入賬。

### 5. 信用卡及信用卡戶口的終止

#### 5.1 本行的終止權利

本行可（在其認為合理的情況下）隨時暫停、撤回、取消或終止客戶使用信用卡、信用卡戶口及 / 或任何相關服務（例如任何信用額（不論是總信用額及 / 或信用卡戶口的任何個別信用額）、任何現金透支及任何獎賞計劃或其他服務或推廣安排）的權利，及 / 或拒絕批准任何擬作出的信用卡交易，儘管這些信用卡交易並不會導致超逾信用額（不論是總信用額及 / 或信用卡戶口的任何個別信用額），而本行在以上各情況下可決定是否提供任何理由或作出事先通知。本行雖可就任何上述措施預先作出通知，但本行並無責任向客戶作出事先通知。**對於因任何此等行動直接或間接引致客戶及 / 或機構有任何性質的損失或損害，本行概不需要負責。**客戶及 / 或機構須在本行要求下立刻把每張或任何信用卡退還予本行。當客戶去世、破產或無力償債時或機構清盤或無力償債時，或當本行與客戶失去聯絡時，客戶的信用卡將會失效及必須終止使用。

## 5.2 客戶的終止權利

客戶可隨時通知本行終止客戶的信用卡及信用卡戶口。客戶應將有關信用卡剪掉，以破壞其磁帶、全息圖及晶片（如有），然後小心將之棄置。機構亦有權終止任何信用卡的使用。

## 5.3 終止後的責任

當客戶的信用卡及信用卡戶口因任何原因被終止，客戶將無權再繼續使用客戶的信用卡，否則客戶及機構須共同及個別地對信用卡戶口被終止後產生的所有交易負責。不過，在信用卡及信用卡戶口終止後，客戶及機構仍須共同及個別地繼續履行其在本協議內的義務，清還客戶信用卡戶口內所有未償還結欠（包括客戶已欠下但未記錄到客戶的信用卡戶口的任何款項或信用卡及信用卡戶口終止前任何已生效的每月或其他定期付款安排）。客戶及機構須在本行提出要求後立即共同及個別地清還所有該等未償還結欠。本行可收取按第 4.2 條條款所提到的財務費用，直至所有未償還結欠全數清還為止。

## 5.4 本行要求付款的權利

信用卡戶口的未償還結欠將在下列情況下即時到期並須立即全數由客戶及機構共同及個別地清還：

- (a) 當本行提出要求；
- (b) 當信用卡及信用卡戶口被終止；及 / 或
- (c) 當客戶或機構違反本協議內的任何使用條款及細則。

## 6. 結存餘款

- 6.1 客戶信用卡戶口內任何結存餘款將不累計利息。
- 6.2 機構可以書面要求提取客戶信用卡戶口內任何結存餘款，該結餘將於本行收到機構的書面要求後七個工作天內退回給機構。
- 6.3 若信用卡及信用卡戶口終止後仍有結存，機構應在終止日期後一個月內（在符合以上第 6.2 條條款的規定下）盡快安排領取結存餘款。若機構未有領取結存餘款，本行可取消機構對該結存餘款的權利或將該結存餘款交予任何提出妥善申索的人士。

## 7. 機構及信用卡持有人的責任

### 7.1 機構的責任

機構必須為所有信用卡持有人引起並記入所有信用卡戶口內的未償還款項（包括本金、利息、費用、收費及 / 或其他應繳的款項）負責，並須在本行的要求下立即清還所有未償還的款項。機構和每位信用卡持有人必須為每張信用卡所引起的未償還款項負上共同及個別的責任。

### 7.2 信用卡持有人的責任

信用卡持有人只須為他 / 她持有的信用卡在使用後所涉及未償還的結欠與機構承擔共同及個別的責任。

### 7.3 個別信用卡持有人的責任

任何個別信用卡持有人對本行的責任已無效、不可強制執行、釋放或解除，將不影響任何其他信用卡持有人（如有）對本行所需負的責任。

### 7.4 機構與信用卡持有人的爭議

本行就機構及每位信用卡持有人的權利和義務，概不受彼等之間的任何爭議或申索所影響。

## **8. 運作事宜**

### **8.1 拒絕承兌信用卡**

本行將不為以下情況負責：

- (a) 假如客戶的信用卡或私人密碼 / 電話私人密碼被任何商戶、金融機構、任何其他人士或用以處理信用卡交易的終端機所拒或本行因任何原因拒絕批核客戶的任何信用卡交易；
- (b) 假如任何由本行或他人擁有或操作用以處理信用卡交易的終端機、任何其他機器或批核系統因發生故障、缺陷、電力或其他失誤或因任何其他原因而導致不能使用信用卡；
- (c) 假如本行因任何以下原因無法履行或延遲履行本協議內的義務：電子、機械、系統、資料處理或資訊上的缺陷或無法運作、天災人禍、民事動亂、超出本行或本行的員工、代理或承包商所能合理控制範圍的事件或欺詐偽造；或
- (d) 假如客戶的信用卡或卡內的晶片、電路或裝置所儲存的資料有所損壞、損失或無法被取回。

在法律允許的最大範圍內，不論任何情況，對任何由於信用卡或其他裝置的任何使用、誤用或故障而直接或間接產生或由於任何其他原因產生的間接、相應或其他種類的損失或損害，本行或星展銀行集團概不負責。

### **8.2 終端機及其他失誤**

本行將會負責任何直接由於任何終端機或其他用以處理信用卡交易的系統失誤，而錯誤地從客戶信用卡戶口徵收的款項（及任何利息），惟假如有關失誤是明顯的或已籍訊息或通告顯示而客戶理應能夠得悉該項失誤，則屬例外。

### **8.3 商品與服務問題**

對於客戶使用信用卡從任何商戶購買的商品或服務有任何缺陷、缺漏或問題，以及任何商戶所給予客戶的任何優惠、折扣或推廣計劃，本行概不負責。本行對任何該等商品或服務的質素或表現不作任何陳述。客戶須直接與有關商戶、金融機構或其他人士解決任何針對該等商品及服務或涉及任何優惠、折扣或推廣計劃的投訴。即使任何該等商品或服務無交付、無履行或有缺陷，客戶及 / 或機構都必須償還信用卡戶口結單上所列出的全數款項。客戶及 / 或機構對任何商戶、金融機構或其他人士提出的索償並不構成客戶對本行有抵銷或反索償權利。只在本行收到有關商戶、金融機構或其他人士妥為開出及簽署的退款單據退還款項或調整價格（視乎情況而定）時，本行才會將退款或價格調整金額貸記入信用卡戶口內。

## **9. 結單的確定性**

### **9.1 月結單**

任何存於本行有關經客戶授權進行（不論是否有客戶簽名）及 / 或以私人密碼 / 電話私人密碼核實的信用卡交易記錄，將決定性地證明該交易的準確性與真實性，客戶及機構也將絕對地受其約束。本行將以港幣為單位將所有信用卡交易及客戶及機構應共同及個別地繳付的收費、費用、利息及 / 或其他款項記入信用卡戶口內。

本行會每月（或按本行不時決定的其他相隔期間）發予客戶（如機構選擇的發單方法為個別發單）或機構（如機構選擇的發單方法為中央發單）一張結單，列出（其中包括）記入信用卡戶口內的款項及到期繳款日。本行亦會向機構發出綜合結單，列出其提名的所有信用卡持有人在所有信用卡戶口內的全部結欠。若自對上一期結單



後沒有任何交易及沒有到期應繳款項或有結存，本行將不會發出結單。如需查詢信用卡戶口結欠 / 結存，可致電客戶服務熱線。

就本協議而言，以下詞彙的意思如下：

- (a) 「個別發單」指本行將信用卡戶口的結單寄予有關的信用卡持有人；及
- (b) 「中央發單」指本行將每一信用卡戶口的結單一併寄予機構。

## 9.2 錯誤或遺漏

客戶及機構同意核對從本行收到的每張信用卡戶口結單，倘認為有任何錯誤或遺漏，須在提供該結單後 60 天內通知本行，無論是以親手遞送方式、郵寄方式或任何其他在第 14.1 條條款內提及的安排。該 60 天屆滿後，該等結單應被視為已被接納及確定，即使客戶及 / 或機構再提出相反的申訴亦將不獲接納，除非申訴關於：  
(i) 如通知上的任何據稱錯誤或遺漏；或 (ii) 涉及任何第三者的偽冒或欺詐行為的任何情況或適用第 3.3 條條款的其他情況，但客戶及 / 或機構須已遵守其根據第 3.1 及 3.2 條條款的責任。

## 9.3 未接獲結單

客戶及機構同意，若於合理時間內未收到信用卡戶口定期結單，應立即通知本行。即使客戶及機構基於任何原因而沒有收到任何月份的信用卡戶口結單，客戶及機構對本行所負責任亦不受影響。

## 10. 償還款項的分配

就信用卡戶口付予本行的所有款項，只有在收妥後方可作實。本行會首先將所收到的付款用以償還任何已入賬的收費、費用及利息，然後償還結單結欠（扣除已入賬的收費、費用及利息）的 1%（統稱「最低付款額」）。任何超出最低付款額的款項會按以下次序用以償還尚餘的結單結欠：(i) 「輕鬆分期付款」及「信用卡分期貸款」（即「迅用錢」）；(ii) 現金透支；(iii) 零售簽賬；及 (iv) 「現金轉戶」，由最高至最低利率順序償還。任何超出結單結欠的款項會用以償還已產生但未入賬的收費、費用及利息（如有），然後支付在該結單日期後產生的新交易的款項，由最高至最低利率順序償還。本行可全權酌情決定更改以上次序，將所收到的任何付款用以償還應向本行償還的任何債項。

## 11. 修改

本行可不時通知客戶及 / 或機構有關對本使用條款及細則及 / 或收費表的修訂（包括信用卡持有人及 / 或信用卡戶口的適用信用額、繳費條款、利息率、手續費、年費及其他收費，一如收費表內所載）。該等修訂於本行指定的日期生效，並對客戶及機構具約束力，亦適用於信用卡戶口上的所有欠款。本行會就關於應繳收費的更改，及增加客戶及 / 或機構的責任或義務的修改給予至少 60 天通知。客戶及機構若於任何修改的生效日期後保存或繼續使用信用卡，即表示客戶及機構接受此等修改。若客戶或機構不接受所建議的任何修改，則信用卡及信用卡戶口須按第 5.2 條條款的規定於有關修改的生效日期之前終止。

## 12. 資料政策

### 12.1 星展銀行集團資料政策通告

本行依循當時有效的星展銀行集團資料政策通告。該政策副本已經於機構申請信用卡時向機構提供。客戶及機構被視為已接納該政策，而該政策亦成為本協議的一部分。客戶可致電客戶服務熱線或向本行的分行索取或在本行網站（[www.dbs.com/hk](http://www.dbs.com/hk)）下載額外的政策副本。



## 12.2 直接市場推廣

經客戶同意後，客戶及 / 或機構的資料將不時被本行用作星展銀行集團及其聯營公司或經謹慎選擇的第三者的產品和特別推廣的直接市場推廣及 / 或宣傳用途。若客戶或機構不欲資料作此等用途或希望撤回已給予本行有關此等用途的任何同意，請郵寄書面通知至香港郵政總局信箱 400 號星展銀行或本行不時通知客戶或機構的其他地址並註明「拒收推廣訊息」。

## 13. 合併、綜合及抵銷

### 13.1 本行就機構的抵銷權利

本行有權在任何時候在不預先通知機構的情況下合併或綜合機構在本行任何戶口的任何結存餘款（不論該結存餘款到期與否），以結清機構的信用卡戶口的任何結欠及將任何結存餘款用以抵銷任何結欠，而不論該戶口設在何處，也不論該戶口是個人或是聯名的。

### 13.2 本行就信用卡持有人的抵銷權利

本行有權在任何時候在不預先通知客戶的情況下合併或綜合客戶在本行任何戶口的任何結存餘款（不論該結存餘款到期與否），以結清客戶信用卡戶口的任何結欠及將任何結存餘款用以抵銷任何結欠，而不論該戶口設在何處，也不論該戶口是個人或是聯名的。

### 13.3 外幣的合併、綜合及抵銷

假如任何由本行所處理的合併、綜合及抵銷有涉及外幣，本行將以當時的兌換率進行兌換，但不會為任何因此所造成的損失負責。

## 14. 通訊及文件遞送

### 14.1 通訊

本行有權以預付郵費的平郵方式或以親手遞送方式把任何信用卡、通知書、信用卡戶口結單或其他通訊文件送往客戶及 / 或機構的最後通知地址，或以本行認為適當的其他途徑（包括以傳真、短訊服務（SMS）、電子郵件或在本行網站登載通告的方式）發送。任何以預付郵費的平郵方式寄出的通訊及通知將被視為在寄出當日的下一個營業日送達。任何以傳真發出的通訊及通知將被視為在發出當天收到。任何以親手遞送方式、短訊服務（SMS）或電子郵件發出的通訊及通知將被視為在發出後即時收到。

### 14.2 涉及信用卡持有人的通訊

任何由本行發給機構的信用卡、信用卡戶口結單、與操作信用卡或信用卡戶口有關及 / 或引伸的往來函件及 / 或資料、通知書或本協議的修改將被視為於同一時間發給每一信用卡持有人及已被收到。信用卡持有人將被視為同意本行將其載於以上任何通訊的個人或其他資料披露及提供予機構。

### 14.3 通知書及更新聯絡資料

本行有權以親手遞送、郵寄或寄放方式把通知書、書面要求或其他法庭訴訟文件送達客戶及 / 或機構的最後通知地址（無論是住宅地址、商業地址或其他）。本行的收債代理人亦可能到訪該些地址。任何以親手遞送方式送達的文件將被視為當天收到。任何以郵寄方式送達的文件將被視為隔天收到。本行也有權以任何其他合法方式送達文件。客戶及 / 或機構有責任確保通知本行有關客戶及 / 或機構的地址及其他聯絡資料在任何時間均為正確及有效。若客戶的個人資料（包括地址、受僱詳情、永久住址或電話號碼）有任何變更，或客戶就信用卡戶口償還任何債項或支付任何已到期應付款項方面

有任何困難，客戶須立即以書面通知本行。若機構的資料（包括機構名稱、地址、業務性質、董事、股東組合及授權簽署）有任何變更，機構須立即以書面通知本行。

## **15. 受爭議款項的程序**

若客戶及 / 或機構在到期繳款日之前向本行報告一項未經授權的交易，客戶及 / 或機構可在調查期間暫緩支付受爭議的款項。若本行的調查斷定客戶及 / 或機構有關未經授權交易的報告是正確，則該項交易將從結單刪除，否則本行可重新徵收整段期間（包括調查期間）的適用利息及 / 或財務費用。

## **16. 信用卡分期貸款**

任何透過信用卡訂立的分期貸款須受適用條款及細則（以不時經修訂的版本為準）約束。客戶可於申請該分期貸款時向有關商戶索取或在本行網站（[www.dbs.com/hk](http://www.dbs.com/hk)）下載該條款及細則。就任何分期貸款而言，若分期貸款的條款及細則與本協議的任何條文有歧異之處，應以前者為準。

## **17. 其他**

### **17.1 追討收債費用**

本行可以全權聘用收債代理人及 / 或律師，以收取客戶及 / 或機構根據本協議欠下的任何款項或執行本行根據本協議對客戶及 / 或機構的任何權利。客戶及 / 或機構須於接到通知後共同及個別地向本行賠償因此而招致的所有合理收債費用和收債開支。因聘用收債代理人而可向客戶及 / 或機構追討的收債費用總額在正常情況下應不超過客戶所欠本行的款項的三成。為免產生疑問，上述的三成上限不適用於本行因聘用律師而招致的費用和開支。

### **17.2 客戶及 / 或機構的指示**

除非本行另行允許，否則客戶及 / 或機構的要求或指示應以書面方式提供予本行，也必須由客戶及 / 或機構的授權簽署人親筆簽名。本行有權選擇接受任何本行真誠地相信由客戶及 / 或機構通過電子郵件、傳真或電話所發出的指示，即使這些指示並非真正由客戶及 / 或機構發出。客戶及 / 或機構將承擔一切未經簽署而發出的指示的風險，而本行將不會為客戶及 / 或機構這方面的任何損失或損害負責。客戶及 / 或機構須按本行要求共同及個別地承擔及彌償本行因秉誠執行或相信按上述方式下達的書面、電郵或傳真指示或電話指示的真實性，而導致的任何損失、申索、行動、訴訟、損害、費用及開支（包括所有合理開銷的法律費用及其他已產生的開支）及任何其他責任。

### **17.3 錄音及文件保存**

- (a) 為確保服務質素，客戶及機構同意本行可（但並無義務）對所有透過電話下達的指示及其他電話及口述指示進行錄音。所有該等錄音均屬本行擁有，並可作下達指示的決定性證據，及對客戶及 / 或機構具約束力。客戶及機構現同意本行進行該等錄音。
- (b) 本行可訂定保存上述錄音及任何文件的期限，並可能在該期限過後銷毀其正本。該正本可能會被複製成縮微膠卷或其他影像副本，而該等影像副本應被視為與正本具有同等真確性及效力。

### **17.4 每月或定期付款安排**

本行可酌情選擇是否接納或在任何時候停止接納客戶與任何商戶

就分期或定期從客戶的信用卡戶口扣除客戶所欠該商戶的款項而作出的個別安排。該項安排僅屬客戶與有關商戶之間的安排。因此，若客戶希望修改或終止任何該等安排，客戶必須直接與有關商戶辦理，否則此等分期或其他定期付款須繼續從客戶的信用卡戶口扣除。如客戶與商戶之間有任何爭議，本行保留權利拒絕設立、修改或終止該等安排。

假若信用卡及信用卡戶口已終止或客戶已向本行報稱信用卡已遺失、被竊或被用作未獲授權的用途上，由於本行未必能繼續從客戶的信用卡戶口扣除此等分期或其他定期付款，所以客戶應直接與有關商戶聯絡，為此等分期或其他定期付款另作安排。**不論任何原因，若任何從客戶的信用卡戶口扣除此等分期或其他定期付款的安排不獲接納，又或無法從客戶的信用卡戶口扣除此等分期或其他定期付款，致令客戶蒙受任何損失或損害，本行概不負責。**

## **17.5 不執行協議權利或延後執行協議權利**

本行不執行協議權利或延後執行協議權利並不代表放棄權利，只有通過本行向客戶及 / 或機構所發出的書面通知表明放棄權利才是有效的。

## **17.6 額外優惠、服務或計劃**

本行有絕對權利就客戶的信用卡提供相關的額外服務、優惠或計劃。這些額外服務、優惠或計劃將受其個別所定下的條款及細則所約束，客戶可於本行網站 ([www.dbs.com/hk](http://www.dbs.com/hk)) 下載相關條款及細則。本行有權隨時撤銷或更改該等額外服務、優惠或計劃。

## **17.7 轉讓**

本行可將其根據或就本協議及信用卡戶口擁有的全部或任何權利轉讓予任何第三者（包括在本行與任何組織合併或聯合後）。本行亦可將本協議的全部或部分職責及義務轉移或轉委予本行選擇的第三者。此等轉讓、轉移或轉委權利可在未經通知客戶或機構或未得客戶或機構同意的情況下行使，惟必須遵守所有適用的法律及管轄機構的規定。

## **17.8 信用卡持有人 / 機構不能轉讓**

本協議乃客戶及機構專有，客戶及機構在本協議內的權利或義務均不可轉讓。本協議對客戶或機構的每名繼承人、遺產代理人、合法地代表客戶的人士及機構的業權繼承人、准許受讓人及准許承讓人均具約束力。

## **17.9 終止後的影響**

任何一方終止本協議的任何部分將不影響任何一方現有或在該終止前已產生的權利或責任。

## **17.10 管轄法律及語言**

本協議受香港特別行政區法律管轄並按香港法律解釋。

## **17.11 稅務**

客戶及機構同意受本行不時發出的稅務要求通知內所訂明有關報稅、預扣稅及相關要求的條款約束。此等條款是因提述而被納入本協議內，並構成當中的一部分。如需索取稅務要求通知，可向本行的分行索取或在本行網站 ([www.dbs.com/hk](http://www.dbs.com/hk)) 下載。

## **18. 第三者權利**

任何人士若非本協議的一方，不可根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本協議的任何條文。

## 19. 與董事 / 僱員等的關係

19.1 本行作為持牌銀行，在向任何與本行、其附屬公司或聯繫公司的董事、僱員、控權人或小股東控權人有關連的人士（「關連人士」）提供貸款時須遵守若干限制。除非另有向本行聲明或披露，機構向本行確認其本身並非關連人士。機構承諾在信用卡戶口仍有未償還的結單結欠時，如機構在任何時間成為關連人士，機構將立即以書面方式通知本行。

19.2 就本 19 條條款而言，以下詞語的定義如下：

「控權人」及「小股東控權人」具有《銀行業條例》（香港法例第 155 章）第 83 條所界定的意思；

「附屬公司」具有《公司條例》（香港法例第 622 章）所界定的意思；及

「聯繫公司」就任何一方而言，指直接或間接控制該方、被該方直接或間接控制或與該方直接或間接受同一人控制的任何其他法律實體，而在本定義中，「控制」指 (a) 直接或間接擁有某一方 50% 或以上的有表決權股本；或 (b) 有權行使或控制行使某一方 50% 或以上的表決權；或 (c) 某一方能夠（不論直接或間接及不論藉著擁有股本、享有表決權、合約或其他方式）對另一方的管理及政策作出指令或控制另一方的董事會或同等組織的組成。

## 20. 本協議的其他版本

若本協議的中英文版本之間有任何歧異，概以英文本為準。