

UNITED OVERSEAS BANK LIMITED
VISA/CO-BRANDED CARDS
CARDMEMBER AGREEMENT (INDIVIDUAL)

IMPORTANT: Please read carefully and understand this Cardmember Agreement before you accept or use any of the credit cards issued by United Overseas Bank Limited, Hong Kong branch. If in doubt you should also seek legal advice in relation to your liabilities and obligations under this Agreement. If you do not accept any of the terms and conditions of this Agreement, please cut and return the Card to the United Overseas Bank Limited, Hong Kong branch immediately. By using the Card, you will be deemed to have accepted and agreed to be bound by the terms and conditions of this Agreement as may be amended from time to time.

1. Definitions

In this Agreement the following words shall have the following meanings unless the context otherwise requires:

- 1.1 "the Bank" means United Overseas Bank Limited (incorporated in Singapore) acting through its Hong Kong branch, its successors and assigns;
- 1.2 "Cardmember" means a person in whose name a Card is issued by the Bank;
- 1.3 "Card" means any United Overseas Bank VISA, Supplementary Card and Co-branded Cards including any affinity Card from time to time issued by the Bank;
- 1.4 "Card Account" means any account relating to a Principal Card and all Supplementary Cards issued under such Principal Card in which the value of all Card Transactions effected through the relevant Card(s) and all relevant interest, fees, charges, costs and expenses relating to the same shall be debited;
- 1.5 "Card Transaction" means any purchase of goods and/or services or any cash advance and any other transactions acceptable to the Bank effected by the use of the Card whether the same is authorised by the Cardmember or not;
- 1.6 "Card Statement" means the monthly statement to be supplied by the Bank to the Cardmember in accordance with Clause 8 of this Agreement;
- 1.7 "Outstanding Balance" means the debit balance of the Card Account owed by a Cardmember to the Bank in respect of Card Transactions as shall be specified by the Bank in the Card Statement;
- 1.8 "Minimum Payment Amount" means such minimum amount of the Outstanding Balance as the Bank may specify from time to time at its absolute discretion and notify the Cardmember which shall be paid by the Cardmember to the Bank on or before each Payment Due Date;
- 1.9 "Payment Due Date" means the date on which the balance is due and payable by the Cardmember;
- 1.10 "Charges" means any amount which the Bank debits to the Card Account pursuant to Clause 7 below;
- 1.11 "Cash Advance" means any drawing of cash by the Cardmember through the use of the Card;
- 1.12 "PIN" means the personal identification number assigned by the Bank to the Cardmember for identifying oneself when using the Card;
- 1.13 "Supplementary Cardmember" means any person nominated by the Cardmember and approved by the Bank to receive a supplementary card;
- 1.14 "Supplementary Card" means any credit cards or co-branded including any affinity credit cards issued to the Supplementary Cardmember;
- 1.15 "ATM" means any automatic teller machine or cash dispenser bearing VISA logo.

2. Applicability of this Agreement

- 2.1 The terms and conditions in this Agreement apply to and govern the use of any Card as may from time to time be issued by the Bank to any of its Cardmembers.
- 2.2 The Bank may at its discretion issue a Supplementary Card to any person nominated by the Cardmember and this Agreement shall apply to the Supplementary Card and the Supplementary Cardmember and any reference to the Card and the Cardmember shall also include a reference to the Supplementary Card and the Supplementary Cardmember, if applicable.

3. The Card

- 3.1 The Card is the property of the Bank and the Cardmember must surrender the Card to the Bank immediately upon the request from the Bank.
- 3.2 The Card is issued to the Cardmember, subject to this Agreement for use in connection with the services and facilities made available or arranged by or otherwise acceptable to the Bank from time to time and include (i) purchase of goods and services, (ii) transactions in relation to an account or accounts that the Cardmember maintains with the Bank or (iii) Cash Advance or such other credit facilities that the Bank may provide from time to time.
- 3.3 The Cardmember shall keep the Card safely under his personal custody at all times.

4. Use of the Card

- 4.1 The Cardmember shall use and maintain the Card to the satisfaction of the Bank. The Cardmember shall not use the Card to take part in any illegal activities (including unlawful gambling through the Internet).
- 4.2 The Cardmember agrees and undertakes:
 - (i) upon receipt of the new Card or replacement Card or a renewal Card, to sign the Card in accordance with any instructions which the Bank may issue;
 - (ii) to immediately cut the Card into halves and return it to the Bank if the Cardmember does not agree to any of the terms and conditions of this Agreement, or such other terms and conditions as may be communicated to the Cardmember from time to time;
 - (iii) to safeguard and secure the Card with utmost care and shall inform the Bank immediately if the Card is found to be stolen, lost or if there are suspicious circumstances in relation to the Card;
 - (iv) to report to the police if applicable when the Card is found to be lost or stolen or if there are suspicious circumstances;
 - (v) to provide the Bank with all relevant police statements and reports and all material information relating to the loss or theft or unauthorised transaction;
 - (vi) to adopt all reasonable efforts to assist the Bank or the police in the investigation of the matter including but not limited to the recovery of the lost/stolen Card and minimizing the loss or damage likely to be incurred from such loss or theft or unauthorised transaction;
 - (vii) not to exceed the Credit Limit or the Cash Advance Limit as granted by the Bank from time to time. For the avoidance of doubt, the Bank is entitled to increase or reduce the Credit Limit or Cash Advance Limit at any time by giving notice to the Cardmember;

- (viii) subject to other provisions of this Agreement, to be liable for all transactions effected through the use of the Card, whether or not duly authorised by the Cardmember, even though no sales draft is signed and/or that the Credit Limit and/or the Cash Advance Limit is exceeded and such transactions shall include but are not limited to use of the Card at an ATM, placement of order through telephone, telex, fax, mail or through electronic means which shall include the Internet, direct debit arrangement or such other devices or arrangements as the Bank may arrange for or provide from time to time;
- (ix) not to transfer the Card to any other person or not to allow any other person to use the Card and not to pledge the Card as security to any other person/corporation for whatever purpose. At all times, the Card shall only be used exclusively by the Cardmember;
- (x) to provide the Bank with whatever updated information as the Bank may require from time to time at its absolute discretion;
- (xi) to act in good faith at all times in relation to all dealings with the Card and the Bank.

The Cardmember understands that many of the above are for the protection of the Cardmember's own interest.

- 4.3 The Cardmember may use the Card at any branch or office of the Bank or other banks, financial institutions and merchant establishments which accept the Card for the purchase of goods, merchandises, services, withdrawal of cash or such other credit card services or facilities as the Bank and such aforesaid parties may provide or arrange from time to time but in all circumstances the Bank will not be responsible or liable for the refusal of any of the aforesaid parties to accept the Card or the merchantability and/or quality of goods purchased or services rendered or to be rendered.

5. Personal Identification Number ("PIN")

- 5.1 The Bank will assign to the Cardmember a PIN for the purpose of gaining access to the services and facilities. Any use of services and facilities are subject to the terms and conditions governing the same.
- 5.2 The Cardmember shall keep the PIN secret and shall be fully and solely responsible for any loss or damages arising out of any disclosure thereof, including accidental or unauthorised disclosure and shall fully indemnify the Bank against all consequences, losses, and/or other liabilities incurred as a result of the PIN being known to another person for whatever reason. Upon notice or suspicion of the PIN being disclosed to any person or any unauthorised use of the Card, the Cardmember shall immediately notify the Bank and make a report to the Police and thereafter change the PIN as soon as possible.
- 5.3 The Cardmember shall destroy the original printed copy of the PIN upon receiving the Card from the Bank. The Cardmember shall keep the Card separate from the PIN.
- 5.4 The Cardmember shall in no circumstances write down the PIN on the Card or anything usually kept with or near the Card.

6. Card Transactions

- 6.1 The Cardmember shall be responsible for all Card Transactions and all costs and expenses on a full indemnity basis including but not limited to legal costs, costs of engaging collection agent(s) as may be incurred by the Bank in enforcing this Agreement and/or recovering any sum owed by the Cardmember to the Bank.

7. Cash Advances and Card Transactions

- 7.1 Insofar as the outstanding Cash Advances and all interests accrued thereon do not exceed the Cash Advance Limit, the Cardmember may obtain Cash Advance in such amount as may be determined by the Bank at its absolute discretion at all branches of the Bank, or any VISA member network providing such services, or such other institutions or ATMs as the Bank may specify from time to time and subject to whatever terms and conditions as may be applicable. If a Cash Advance is made at any ATM it will be subject further to the availability of any cash in and the applicable daily withdrawal limit of such ATM.
- 7.2 Any Cash Advance made by the Cardmember shall be debited to the Card Account and shall be repayable on demand and shall bear interest as from the date of such advance until repayment in full including accrued interest at such rate as the Bank may from time to time at its discretion specify. Such interest shall be payable monthly in arrears upon debit of the Card Account. Any handling fee for Cash Advance charged by a third party and/or the Bank shall be borne by the Cardmember solely.
- 7.3 Subject to the provisions in Clause 9 the full amount of any Card Transaction will be debited to the Card Account.

8. Card Account and Card Statement

- 8.1 The Bank will maintain a Card Account in respect of each Principal Card and the Supplementary Cards issued under it in the name of the Principal Cardmember to which the total amount of all Card Transactions effected through the use of the relevant Cards and all charges, interests, fees and all sums payable pursuant to this Agreement will be debited.
- 8.2 The Card Account will be subject to the Credit Limit or Cash Advance Limit determined by the Bank from time to time. The Cardmember shall not exceed or cause to be exceeded the Credit Limit or Cash Advance Limit and shall forthwith pay the Bank any amount in excess of the Credit Limit or Cash Advance Limit whenever incurred whether or not the Cardmember is demanded by the Bank.
- 8.3 The Bank will supply a Card Statement setting out all Charges and other details as the Bank may consider relevant for whatever period the statement may cover. The Card Statement will also show the Minimum Payment Amount and the Payment Due Date. However, the Bank may at its absolute discretion not issue a Card Statement if there is no entry during the relevant statement period and there is no Outstanding Balance on the Card Account since the last statement date or where the Card has been cancelled or terminated by the Bank or the Cardmember for whatever reason.
- 8.4 The Cardmember agrees to examine and verify the correctness of the Card Statement and to inform the Bank in writing of any error or omission within sixty days from the date the Card Statement is issued. Unless the Bank receives notification to the contrary within the aforesaid period, the Card Statement and details of the transactions set out in it shall be deemed to be correct and, as against the Cardmember be binding and conclusive in all aspects. In the event that the Cardmember reports an unauthorised transaction contained in any Card Statement before the Payment Due Date specified in it, the Cardmember shall be entitled to withhold payment for the relevant transaction during the investigation period and the Cardmember shall not be liable to pay any interest on the disputed amount while it is under investigation. However, if the report is subsequently proved to be unfounded, the Bank shall be entitled to re-impose the interest on the disputed amount over the period commencing from the date of the transaction including the investigation period.
- 8.5 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any Card Statement previously sent to the Cardmember to correct any details contained therein which have been wrongly or mistakenly made by the Bank. The Cardmember agrees that Clause 8.4 shall also apply to such revised Card Statement.

9. Payment and Charges

- 9.1 The Cardmember shall pay to the Bank the Outstanding Balance on or before the Payment Due Date as may be specified in the Card Statement in which event, no late charge and interest will be payable except the interest payable on Cash Advances calculated in accordance with Clause 7.2, unless the Cardmember chooses to pay a part of the Outstanding Balance in accordance with Clause 9.2 hereof. The Bank reserves the right to demand immediate payment from the Cardmember at any time.
- 9.2 If the Bank shall have received on or before the Payment Due Date payment of an amount equal to or exceeding the Minimum Payment Amount but less than the Outstanding Balance, interest calculated on a daily basis at such rate as the Bank may from time to time prescribe at its absolute discretion shall be chargeable on the daily Outstanding Balance including but not limited to all transactions entered into by the Cardmember before or after the Payment Due Date (including all transactions incurred since the date of the last Card Statement notwithstanding that the value of such transactions will not be payable until the Payment Due Date of the following Card Statement) retrospectively from the respective posting dates, to the date on which the Bank receives payment thereof in full, together with interest calculated in accordance with Clause 7.2.
- 9.3 If the Bank does not receive payment of the Minimum Payment Amount in full on or before the Payment Due Date, a late charge of such amount or at such rate on the Minimum Payment Amount as the Bank may from time to time prescribe at its absolute discretion shall be payable by the Cardmember.

- 9.4 Payment of any amount owed by the Cardmember to the Bank may be effected by cheque, payment of cash, direct debit or through telephone, electronic transfer or other means or in such other manner acceptable to the Bank, and will be accepted subject to the Bank's regular business practices and procedures. All payments must be made in Hong Kong Dollars. Card Transactions or Cash Advances incurred in a currency other than Hong Kong Dollars will be converted into Hong Kong Dollars at such rates and at such times as may be determined by the Bank at its absolute discretion in accordance with the current VISA operation policies and such will be binding on and conclusive against the Cardmember. Payments to the Bank will only be deemed to be received and credited to the Card Account when received in good and cleared funds.
- 9.5 Payments received by the Bank in respect of a Card Account will be applied in the following order in or towards payment of (i) legal and/or debt collection fees; (ii) outstanding interests, handling fees, charges, costs and expenses on any Cash Advance; (iii) outstanding handling fees, charges, costs and expenses in connection with Card Transactions; (iv) outstanding principal amount of any Cash Advance; (v) outstanding principal amount of Card Transactions; (vi) principal amount of Cash Advances made on or after the date of the Card Statement referred to in Clause 9.5(v) above; (vii) Outstanding Balance attributable to new Card Transactions effected on or after the date of the Card Statement referred to in Clause 9.5(iv) above. Without prejudice to the foregoing the Bank reserves the right to apply payments in such other order as the Bank considers appropriate without prior reference to or consent from the Cardmember.
- 9.6 The Cardmember shall pay charges at such rates as the Bank may from time to time determine at its absolute discretion in respect of (i) the annual fee for the Card and the Supplementary Card; (ii) the handling charge for the supply of a copy of sales draft, cash disbursement draft or Card Statement specially requested for; (iii) the handling charge for a dishonoured cheque used for payment to the Bank; (iv) the handling charge for a request for Direct Debit into a Card Account or other account or payment to the Bank and refused by the Bank or other bank concerned; (v) the handling fee for the supply of a replacement Card; (vi) the handling charge for Cash Advance; (vii) the handling charge for the late payment; (viii) the overlimit fee for any utilization or drawing in excess of the prescribed credit limit to the Card Account on each occasion; (ix) other fees, charges and expenses which the Bank may determine from time to time. Such fees and charges are shown on the Fee Schedule of the Bank published from time to time and a copy will be supplied upon request.
- 9.7 The Bank will only credit the Card Account with the amount of any refund requested upon receipt of a credit voucher properly issued by the relevant merchant.
- 10. Loss or Theft of Card or Unauthorised Use of Card or Disclosure of PIN**
- 10.1 The Cardmember shall not be responsible for any losses incurred:-
- in the event of misuse when the Card has not been received by him;
 - for transactions not authorized by him after the Bank has been given adequate notification that the Card or PIN has been lost or stolen or when someone else knows the PIN;
 - as a result of faults having occurred in the terminals, or other systems used, unless the fault was obvious or advised by a message or notice on display; and
 - when transactions are made through the use of counterfeit cards.
- 10.2 In case of any loss or theft of the Card or disclosure of the PIN to an unauthorised person or in any circumstances where crime or fraud is suspected or there is cause for suspicion, the Cardmember shall immediately upon discovery of each case inform the Bank by telephone at telephone number 2209 3123 or such other telephone number as the Bank may specify from time to time and followed by a written confirmation, if applicable and, thereafter, report the matter to the Police. Upon such notification and report, the Cardmember shall not be liable for any transaction effected after the Bank has actually received the notification. However, the Cardmember shall be liable for all unauthorized transactions effected through use of the Card before he has informed the Bank that the Card or PIN has been lost or stolen or that someone else knows the PIN. Provided the Cardmember has acted in good faith, exercised reasonable care and without gross negligence in safe-keeping the Card and PIN and reported the case immediately, the Cardmember's maximum liability for the losses (except the case where the PIN is used) incurred before the Bank receives the notification, shall be HK\$500, and for the full amount if the Cardmember does otherwise. For the avoidance of doubt, it is declared that the application of the HK\$500 limit does not cover Cash Advances. In any event, the Cardmember will be liable for all unauthorized transactions if he has acted fraudulently.
- 10.3 The Bank may at its sole discretion act on any oral notice purportedly given by the Cardmember in relation to the report of loss or theft of Card or unauthorised disclosure of PIN and any action so taken by the Bank shall not render the Bank howsoever liable to the Cardmember or otherwise discharge any liability of the Cardmember.
- 10.4 The Bank is not obliged to issue any replacement Card to the Cardmember for his lost or stolen Card.
- 11. Breach and Termination of the Agreement**
- 11.1 Notwithstanding anything contained herein, the Bank may at its absolute discretion suspend, terminate, withdraw, cancel or otherwise invalidate the Card and the Bank shall not be liable for any loss or damage of whatever nature which the Cardmember may suffer whether directly or indirectly as a result of such actions by the Bank.
- 11.2 The Principal Cardmember may at any time terminate the use of his Card and/or any Supplementary Card by written notice and returning the Card and/or any Supplementary Card to the Bank. A Supplementary Cardmember may also terminate the use of his own Supplementary Card by returning the Card to the Bank together with written notice. All returned Cards must be cut into halves. In the event that the Card and/or the Supplementary Card is/are not returned then the Cardmember and the Supplementary Cardmember will still be liable for all transactions effected through the use of the Card and/or Supplementary Card until the relevant Card and/or Supplementary Card is/are returned.
- 11.3 Notwithstanding the suspension, cancellation or termination of a Card, the Cardmember or Supplementary Cardmember shall continue to be bound by the provisions of this Agreement to the extent that they relate to any obligations or liabilities of such Cardmember or Supplementary Cardmember which remain to be performed or discharged. For the avoidance of doubt, it is hereby declared that the Cardmember shall immediately cease to be entitled to any benefits or privileges relating to the Card Account thereto, including without limitation the use of any bonus points, installment plan scheme or any other facilities and benefits.
- 11.4 If the Cardmember ceases to reside in the Hong Kong Special Administrative Region and/or his principal place of employment is outside the Hong Kong Special Administrative Region, the Cardmember shall cancel the Card by cutting the Card into halves and return it to the Bank.
- 11.5 The Cardmember shall promptly notify the Bank in writing of any change in employment or address or telephone number. Failure to do so may result in cancellation, suspension or termination of the Card or Card Account.
- 11.6 Any termination of this Agreement by either party shall not affect any accrued rights or liabilities of any party existed or incurred prior to such termination.
- 11.7 The Cardmember shall collect the credit balance of a closed Card Account within one month from the date when the Card Account is closed and the Bank shall be entitled to charge a handling fee in connection with the issuing of a cheque or other instrument.
- 11.8 Upon termination of the Card, the Cardmember shall immediately make arrangements for the discharge of any direct debit authorisation and/or standing instructions in the Card Account failing which, the Cardmember shall still be liable for such transactions notwithstanding the termination of the use of the Card.
- 11.9 Upon the expiry of the Card, the Bank may issue a replacement Card to the Cardmember which is of a different card type or which may be a Co-brand.
- 12. Immediate Payment**
- The whole of the Outstanding Balance and all interests accrued including interest on Cash Advances and late charges and all Card Transactions effected but not yet posted will become immediately due and payable upon the occurrence of the following events: (i) termination of the Card or Card Account by the Cardmember or by the Bank for whatever reason and whether provided for in this Agreement or not; (ii) bankruptcy or death of the Cardmember; (iii) failure by the Cardmember to pay any overdue Minimum Payment Amount or any excess amount upon demand by the Bank; (iv) fraudulent or improper use of the Card by the Cardmember; (v) any breach of this Agreement on the part of the Cardmember; or (vi) the demand of the Bank.

13. Right of Set-off and Lien

- 13.1 The Bank shall be entitled, at any time and without notice, to apply any credit balance in any currency on any of the Cardmember's or the Supplementary Cardmember's accounts or any other accounts opened or maintained with the Bank whether solely or jointly with others in or towards satisfaction of any indebtedness including but not limited to any debit balances in different accounts owed by the Cardmember or Supplementary Cardmember to the Bank under this Agreement.
- 13.2 The Bank shall be entitled to exercise a lien over all property of the Cardmember and Supplementary Cardmember which is in the possession or under the control of the Bank, with power for the Bank to sell such property to satisfy any indebtedness owed by the Cardmember. Any shortfall after the sale of all such property by the Bank shall be borne by the Cardmember.
- 13.3 Notwithstanding Clauses 13.1 and 13.2, the Bank may not apply any sum standing to the credit of the account of any Supplementary Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember or other Supplementary Cardmembers to the Bank. For the avoidance of doubt, the Bank may apply any sum standing to the credit of the account of the Principal Cardmember in or towards satisfaction of the liabilities of the Principal Cardmember and the Supplementary Cardmembers.

14. The Bank's Agents

- 14.1 The Cardmember agrees that the Bank may appoint any other person or corporation as its nominee or agent to perform any of its duties and obligations and to assign or delegate any of its power under this Agreement or such other acts as may be necessary for the maintenance of the Card Account notwithstanding that the appointee's place of business is outside the Hong Kong Special Administrative Region (including but not limited to Singapore), or that any information disclosed to such appointee as a result of such appointment will be collected, held, processed or used by such appointee in whole or in part outside the Hong Kong Special Administrative Region.
- 14.2 The Bank may also employ any solicitor or barrister or any debt collection agent to collect and recover any or all sums owed by the Cardmember under this Agreement. The Cardmember shall indemnify the Bank on demand in respect of all costs and expenses, including legal costs on a full indemnity basis thereby reasonably incurred by the Bank for that purpose and on each occasion in relation thereto.

15. Relevant Fees and Expenses

- 15.1 The Cardmember shall be responsible for all costs and expenses (including without limitation, legal fees on a full indemnity basis and costs of any debt collection agents) which may be reasonably incurred or sustained by the Bank in enforcing or otherwise in connection with this Agreement. The total collection costs to be recovered shall in normal circumstances be about 30% of the amount collected by the collection agent.
- 15.2 Without prejudice to any provision in this Agreement, the Bank shall be entitled to prescribe any fees and charges chargeable under or in connection with this Agreement and all fees paid except the annual fee thereof shall be non-refundable.
- 15.3 The Bank shall have the absolute discretion to impose and collect any relevant fees and expenses from the Cardmember that are reasonably incurred by the Bank in relation to the Card Account.
- 15.4 The Cardmember acknowledges and agrees that the Bank may accept any commission or rebate or part of sales proceeds from any merchant establishment in respect of any transactions in accordance with the relevant agreement between the Bank and such merchant establishment.
- 15.5 A certificate issued by the Bank stating the amount due and payable by the Cardmember to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purposes of legal proceedings.

16. Amendments

- 16.1 The Bank shall at its absolute discretion upon giving prior written notice in accordance with the applicable code of practice amend any of the provisions in this Agreement including but not limited to changes to fees, charges or expenses payable by the Cardmember or to increase the liabilities or obligations of the Cardmember under this Agreement. Such amendments will apply on the effective date as specified by the Bank from time to time. Retention and use of the Card after the effective date will constitute acceptance of the terms and conditions of this Agreement by the Cardmember.
- 16.2 If the Cardmember does not agree to the amendments of the Agreement as notified by the Bank, he shall cut the Card into halves and return it to the Bank immediately.
- 16.3 The Bank may add to, modify, suspend or withdraw any of the banking services or credit facilities granted to the Cardmember from time to time in respect of the Card and without notice.

17. The Bank's Liability

- 17.1 In the absence of negligence or wilful default on the part of the Bank, the Bank shall not in any circumstances be liable to the Cardmember or any other third party for any loss, damages direct or otherwise in connection with the Card. The Cardmember acknowledges and agrees that all disputes against a merchant establishment must be resolved by the Cardmember directly with the relevant merchant establishment, and such disputes will not in any circumstances be the subject of set-off or counter-claim against the Bank.
- 17.2 The Cardmember acknowledges that from time to time a Card may be withheld, cancelled or refused by a merchant establishment or the Bank at their sole discretion. In such circumstances, the Cardmember shall not make any claims against the merchant establishment and/or the Bank for breach of contract or tort or any injury to persons or damage or loss of property arising from such withholding, cancellation or refusal.
- 17.3 For the avoidance of doubt, the Cardmember further acknowledges and agrees that the Bank will not in any circumstances be liable to the Cardmember in connection with the purchase and delivery of goods or services effected by the use of the Card.
- 17.4 The Bank shall not in any circumstances be liable to the Cardmember for any damages or losses as a result of the quality of services and/or quality of products provided by any of the Co-branded Card partners. Any complaints made by the Cardmember in relating to the quality of services and/or quality of products provided by any of the Co-branded Card partners shall be accountable by the respective Co-branded Card partners.

18. Cardmember's and Supplementary Cardmember's Liability

- 18.1 The Cardmember and Supplementary Cardmember shall be liable for all sums owed to the Bank pursuant to this Agreement and to hold the Bank harmless and to indemnify the Bank for any liability, loss, damages, costs and expenses including legal costs on a full indemnity basis and debt collection agents' fees which the Bank may reasonably incur in connection with this Agreement. This is also applicable where one or more of the transactions entered into by a Cardmember or Supplementary Cardmember has become void or voidable for whatever reason.
- 18.2 The Supplementary Cardmember shall be fully liable for all transactions effected through the use of the Supplementary Card.
- 18.3 The Principal Cardmember shall be fully liable to the Bank for all transactions effected through the use of the Card and any Supplementary Card that is/are issued to the Supplementary Cardmember on request of the Cardmember from time to time.
- 18.4 All communications given to the Principal Cardmember (including statements, PIN and other communications) shall be deemed to have been given to the Supplementary Cardmember.

19. Notices

- 19.1 Any notice, Card Statement, reminder or other communication under or in connection with this Agreement given by the Bank to the Cardmember hereunder shall be deemed to have been received by the Cardmember after two business days since posting to the last known address of the Cardmember. All notices or other communication sent by the Cardmember to the Bank shall be deemed to have been received by the Bank on the day of actual receipt.

19.2 The Cardmember undertakes to keep the Bank indemnified against all claims, demands, actions, proceedings, damages, losses, costs and any expenses on a full indemnity basis incurred by the Bank for anything done pursuant to the carrying out of the instruction or notice given by the Cardmember.

20. No Waiver

No failure or delay on the part of the Bank to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by the Bank of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The powers, rights and remedies provided in this Agreement are cumulative and are not exclusive of any powers or rights or remedies provided by law or otherwise.

21. Severance

Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

22. Transfer, Assignment and Sub-contracting

The Bank may at any time transfer, assign, delegate or sub-contract any or all of its rights and obligations hereunder to any third party without prior notice to or consent of the Cardmember.

23. Use of Personal Data

23.1 The Cardmember hereby agrees to the processing, keeping and transfer, disclosure or otherwise disposal or any or his personal and account information collected at any time and from whatever source by the Bank or any person or entity as set out in the Notice to Customer relating to the Personal Data (Privacy) Ordinance of the Bank in whatever way as the Bank or such person thinks fit and to the release or disclosure or the same in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) of any country wherein such act is to be performed.

23.2 The Cardmember accepts the Bank's current policies on the use and disclosure of personal data as set out in the Bank's Notice to Cardmember in relation to the Personal Data (Privacy) Ordinance as amended from time to time and a copy of which has been supplied to him. The Cardmember also agrees that the Bank may disclose his personal data to any Co-branded Card partners of the Bank.

23.3 The Cardmember and the Supplementary Cardmember hereby agree that the Bank may record all or any of the telephone conversations between them and the Bank.

24. Services and Benefits

24.1 The Bank may from time to time offer or make available to Cardmembers various services, benefits, bonus point reward schemes, preferential treatments, facilities or such other arrangements subject to this Agreement and such other terms and conditions as may be applicable for the particular services as may be determined by the Bank from time to time. In the event of conflict or inconsistency between this Agreement and such terms and conditions, the latter shall prevail insofar as the relevant services, benefits, bonus point reward schemes, preferential treatments, facilities or arrangements are concerned.

24.2 The Bank reserves the right to suspend or terminate any of the Services at any time at its discretion without prior notice and without prejudice to the foregoing, the Bank shall be entitled to terminate any of the services in connection with Card if the Cardmember shall commit a breach or omit to observe any of the terms and conditions under this Agreement or those applicable to any of the services in connection with the Card.

25. Miscellaneous

25.1 If there is a difference between the English version and the Chinese version of this Agreement, the English version shall prevail.

25.2 In this Agreement, words importing the singular shall include the plural and vice versa, and words in one gender shall include any other gender. The headings in this Agreement are for reference only and do not affect the interpretation and construction of this Agreement.

26. Jurisdiction and Governing Law

26.1 This Agreement shall be binding upon each successor, executor, personal representative and person lawfully acting on behalf of the Cardmember or the Supplementary Cardmember.

26.2 This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and subject to the non-exclusive jurisdiction of the Hong Kong Special Administrative Region courts.

26.3 Nothing in this Agreement shall operate so as to exclude or restrict any liability, to the extent that such exclusion or restriction is prohibited by the laws of the Hong Kong Special Administrative Region.