

## 循環貸款協議

下列循環貸款協議之條款及章程規限閣下使用循環貸款卡（「貸款卡」）、貸款卡賬戶及其相關服務。在使用貸款卡、貸款卡賬戶及其相關服務前，閣下須小心細閱及確定完全明白全部條款及章程。閣下一經使用貸款卡、貸款卡賬戶或其相關服務，即表示閣下已接納貸款卡及本協議全部條款及章程，並願意受其約束。閣下明白及接納華僑銀行（香港）有限公司（「本行」）為貸款卡之簽發人，及本行已授權華僑信用財務（香港）有限公司（「公司」）為貸款卡處理機構，藉以提供若干服務及提供支援功能，包括但不限於下列各項：處理有關申請、信貸評級及批核、貸款卡的浮凸印刷、授權、預支現金、接受付款、追收債務、及不時由本行及本公司決定的其他服務。

如閣下不欲受本協議條款及章程約束，應立即將貸款卡剪成兩半交回本行，並（如適用）立即無條件全數清還貸款卡賬戶中的所有未清還結欠。

### 1. 釋義

除文義另有所指外，下列詞彙用於下列條款及章程時將具有以下涵義：

- 「賬戶」指持卡人基於本協議（釋義如下），而以其名義在本行開立及維持的賬戶。
- 「本協議」指本循環貸款協議及其所有補充及/或修訂。
- 「自動櫃員機」指可用作進行銀行交易的自動櫃員機、自動取款機或終端機。
- 「本行」指華僑銀行（香港）有限公司、其繼承人及承讓入。
- 「本行集團公司」指本行的任何直接或間接控股公司，本行或有關控股公司的任何直接或間接附屬公司，或其任何關聯公司（即一家由任何前述者持有股權的公司），並須包括每家有關公司的繼承人和受讓人。「附屬公司」及「控股公司」指「公司條例」（第622章）賦予的相同涵義。
- 「貸款卡」指本行發出的循環貸款卡，包括任何附屬卡（釋義如下）。
- 「持卡人」指本行以其名義發給貸款卡的人士，並包括基本卡持卡人、任何附屬卡持卡人、其遺產代理人及合法繼承人。
- 「出卡前預支現金」指於確認貸款卡前，本行根據循環貸款服務提供給持卡人的預支現金服務。
- 「本公司」指華僑信用財務（香港）有限公司、其繼承人及承讓入。
- 「最低付款額」指本行可酌情決定並於有關循環貸款月結單上列明之總結欠之最低付款額，而持卡人須於到期付款日之前將該筆款項付予本行。
- 「總結欠」指有關循環貸款月結單上列明之持卡人在任何一個月內因貸款卡交易而欠下本行賬戶之總結欠款項。
- 「到期付款日」指循環貸款月結單上列明之持卡人須清付總結欠予本行的最後日期。
- 「人士」指包括任何個人、法團、商號、公司、合夥商行、社團或其他組織。
- 「私人密碼」指由本行發予持卡人的個人鑑別密碼，使持卡人能使用終端機發出交易指示。私人密碼包括持卡人其後自行更改並獲本行批准之私人密碼。

- 「基本卡持卡人」指本行接受其循環貸款申請的人士及以其名義開立賬戶。
- 「貸款卡交易」指任何結餘轉戶、預支現金（包括出卡前預支現金服務及所有其他有關及/或以貸款卡、貸款卡賬戶號碼或賬戶進行之交易，包括所有相關服務、費用、收費、利息及財務費用），不論有關服務、費用、收費與利息是否已獲持卡人授權，不論是持卡人或其他人所進行之交易，亦不論有否持有貸款卡。
- 「附錄表」指隨附於本協議，並由本行情隨時修改、修訂或補充之「循環貸款服務收費一覽表」，乃本協議的組成部份。
- 「結單」指由本行發予或提供予持卡人月結單，單上列明截至到期付款日持卡人須就賬戶對本行承擔的財務責任與本行不時認為應發放之其他資訊。
- 「附屬卡」指本行在基本卡持卡人及另一人士之共同要求下，以該另一人士名義發給此人的貸款卡。
- 「附屬卡持卡人」指本行以其名義發給附屬卡的人士。
- 「終端機」指任何可透過其發出交易指示的自動櫃員機、撥號終端機、電子數據記錄終端機及其他終端機。
- 「交易指示」指持卡人以任何形式包括直接或間接使用貸款卡（不論是否透過其他人士）給予本行一項交易之任何指示。

條款及附件標題只作方便參考之用，以及所有附件屬本協議之整體部分。

### 2. 信貸額

- 2.1 本行可全權酌情決定為每個賬戶指定及釐定信貸額，倘未經本行事前審批，不得超逾其信貸額。
- 2.2 在貸款卡交易不超逾本行指定之賬戶信貸額之情況下，賬戶內因貸款卡交易所引致的任何結欠，一經清還，該筆款項將可重新借用。
- 2.3 持卡人須自行負責確保貸款卡交易不超逾本行指定的信貸額。若貸款卡交易超逾信貸額，持卡人須就全數的貸款數目（包括超出信貸額的貸款數目及任何本行徵收的超逾信貸額費用）完全負責。
- 2.4 本行可不時全權酌情隨時檢討、削減、取消及撤銷所批給的信貸額而毋須事前通知。本行可於三十日前向持卡人發出通知後，不時決定更改提升賬戶之信貸額。本行有權要求持卡人不時提供有關其資料及/或文件用作資料更新及/或重新評估及/或其他有關目的之用。本行亦有權毋須事前通知而要求持卡人立即全數清還賬戶的任何結欠。
- 2.5 如前文所述，持卡人於收到本行發出的信貸額提升通知後，有權向本行發出即時書面通知，拒絕本行授予的信貸額提升，否則，持卡人會被視作已接受上述第2.3項條文，而持卡人亦須對所有未清還結欠負責。

### 3. 貸款卡之使用

- 3.1 持卡人須
  - a) 於收到貸款卡後，立即在持卡人簽署欄上簽署；
  - b) 不許其他人士使用其貸款卡；
  - c) 在任何時間均確保貸款卡妥為保管；及
  - d) 不得使用貸款卡以支付任何非法交易，包括但不限於在香港特別行政區或其他司法管轄區從事的所有形式賭博活動（網上或其他方式）。任何由未有直接或間接依上述需要而處理或延誤處理造成或引致之任何損失及一切財務或其他後果，概由持卡人完全負責。

- 3.2 持卡人在進行任何貸款卡交易之前，須根據本行不時規定之方法確認其收受貸款卡。
- 3.3 本行可應基本卡持卡人及附屬卡持卡人共同要求全權酌情決定簽發附屬卡，而該附屬卡持卡人須受本協議所約束。本行已獲授權向基本卡持卡人發出附屬卡持卡人附屬卡、私人密碼及所有相關之通訊及通知。基本卡持卡人須就一切基本卡持卡人及附屬卡持卡人交易及一切法律責任向本行負責。本行並有絕對酌情權向基本卡持卡人或附屬卡持卡人或雙方追討基本卡持卡人及附屬卡持卡人所作之交易金額及一切法律責任。倘若使用貸款卡及/或附屬卡以致其交易額超逾信用額或信用總額，基本卡持卡人須就全數的未償貸款數目（包括超逾信貸額的貸款數目）負責。附屬卡持卡人須就其使用附屬卡及所有所作的交易及法律責任負責。
- 3.4 持卡人須
  - a) 以本行滿意方式維持及使用循環貸款賬戶；
  - b) 按照本協議內之條款及章程及其他適用之條款及章程使用貸款卡，並嚴格遵守該信貸額；及
  - c) 在任何時間均對處理貸款卡及與本行及本公司交易方面謹誠行事。
- 3.5 貸款卡
  - a) 乃本行所有，切不可在任何方面作為抵押品或轉讓予他人作任何用途；及
  - b) 須應本行要求立即交還本行。倘若貸款卡未獲交回，則本行有權就此收取有關費用，並於賬戶扣賬。
- 3.6 貸額卡可用作提取現金、於本行指定之商戶用以支付購買之貨物及服務及本行可能不時許可或提供的其他功能、服務及/或貸款，並受本協議及本行不時酌情指明的其他條款及章程約束。
- 3.7 在下列情況下，持卡人使用貸款卡的權利將立即終止：
  - a) 賬戶之信貸額被取消；
  - b) 終止或違反本合約；
  - c) 已向本行報告貸款卡被遺失或遭盜竊；或
  - d) 接到本行的終止通知。
- 3.8 若持卡人遺失或損壞貸款卡，或要求本行續發、補發或增發貸款卡，則本行可按其指定的條款及章程酌情決定（包括但不限於於賬戶收取手續費），發出賬戶持卡人要求的貸款卡。
- 3.9 持卡人確認及承諾其所有提供之一切資料均為真實及正確，尤其債務之資料；及持卡人未有亦沒有意圖於短期內進行破產申請或察覺他人對其提出破產申請。持卡人知悉本行是基於持卡人所提供之資料之真確性而簽發貸款卡及可能會因漏報或提供虛假資料而負上刑事責任。
- 3.10 如持卡人的職業、辦事處地址或住宅地址、聯絡電話號碼及居住國家有任何更改，持卡人均須立即以書面通知本行。
- 3.11 賬戶及其相關服務亦須受「華僑銀行所有戶口及相關服務之條款及章程」內之條款及細則規限，「華僑銀行所有戶口及相關服務之條款及章程」可於本行各分行索取及可參閱本行的網站。本行將發予持卡人一個私人密碼，讓持卡人得以透過本行提供或指定之自動櫃員機或終端機使用貸款卡獲得本行不時提供之服務。無論何時使用貸款卡操作該終端機均須受本協議之條款及章程加上「華僑銀行所有戶口及相關服務之條款及章程」內之「自動櫃員機卡服務」條款及章程規限。所有上述之條款及章程對持卡人具有絕對約束力，即使持卡人實際並不知悉上述所有有關條款及章程亦然。此外，使用貸款卡在上述自動櫃員機或終端機所作之各項貸款卡交易均以本行之記錄為準，具決定性及對持卡人具約束力。

- 3.12 該私人密碼一經本行發給持卡人即告有效，直至貸款卡由本行註銷為止。持卡人須將貸款卡之私人密碼保密，更可隨時按照本行指定的方法更改其私人密碼，而新密碼亦將於更改後立即生效。
- 3.13 若該私人密碼一旦遺失、被竊或洩漏予他人，則持卡人須立即通知本行。倘持卡人有意欺騙或在私人密碼保密方面，出現純粹疏忽或知情地把私人密碼提供予第三方（不論自願與否）或未能於發現私人密碼遺失、被竊或外洩後的合理時間內，儘快作出報告，則持卡人須完全承擔一切後果、損失及/或其他責任，並須對因此而引致的一切損失悉數賠償本行。
- 3.14 倘若持卡人要求更換新卡，持卡人須親自把貸款卡交回本行，而本行將按附錄表徵收有關費用。

#### 4. 貸款卡交易

- 4.1 本行將為貸款卡交易開立一個賬戶，一切以貸款卡所作交易如：
- a) 使用貸款卡、貸款卡賬戶號碼或賬戶進行或達成的結餘轉戶、預支現金或其他交易（不論持卡人或其他人士是否實質利用持卡人之貸款卡）；及
- b) 一切有關之費用、收費、利息或財務費用及其他根據本協議應付款項均會在該賬戶內扣除。
- 4.2 持卡人須對所有由本行提供的循環貸款服務及貸款卡交易及所有利息、財務費用、收費、費用及開支負責，不論其是否超逾信貸限額（包括但不限於本行為執行本協議及/或追討持卡人欠本行之款項而引致之合理的法律費用及聘用追收賬款機構之費用）均會在該賬戶中扣除。除根據第 6.1 項條文規定外，持卡人須於到期還款日或之前、或於本行提出要求後，立即清還總結欠。即使持卡人未有在任何結餘轉戶或現金貸款單據上署名，亦不能免除其應對本行承擔之責任。
- 4.3 本行概無責任核實宣稱以持卡人名義作出任何交易指示人士的身份。在沒有任何通知下，本行獲授權可遵照指示行事如本行真誠地相信任何交易指示是來自持卡人。無論如何，本行真誠地遵照任何該等交易指示行事，而其後發現該指示來自一名未經授權人士（不論發出交易指示時是否需要簽署任何文件），本行概不負責，而每名持卡人均須就任何該等交易指示所產生的全部收費負責，除非持卡人並無欺詐行為、亦無嚴重疏忽保管其貸款卡、貸款卡賬戶號碼或私人密碼，並在發現其貸款卡、賬戶號碼或私人密碼遺失、被竊或外洩後，即儘快通知本行，則雖該貸款卡未經授權而被他人使用，持卡人亦毋須對貸款卡賬戶之有關欠款負責。
- 4.4 基本卡持卡人及每位附屬卡持卡人同意受由其中任何一人向本行及/或本公司發出之所有交易指示（及所有其他指示）所約束。
- 4.5 持卡人同意本行及/或本公司可能會記錄從持卡人收到的口頭指示或持卡人與本行或本公司之間口頭溝通。
- 4.6 a) 本行及本公司保留絕對酌情權接受循環貸款及其相關之貸款或服務的申請，包括但不限於出卡前預支現金。而於出卡前預支現金之任何預支總額亦由本行及本公司全權決定。
- b) 持卡人一經使用出卡前預支現金，即表示持卡人已接納本協議所載的全部條款及章程，並願意受有關條款及章程約束。
- c) 出卡前預支現金總額之利息將於貸款交易當日起徵收，預支總額之利息乃根據附錄表所列之利率計算。若持卡人未有收妥貸款卡，持卡人須承擔所有出卡前預支現金，包括累計利息、收費及費用。
- d) 本公司將根據附錄表所載內容收取出卡前預支現金手續費，並在持卡人的賬戶扣除。

#### 5. 結單

- 5.1 結單將詳細列明最低付款額、總結欠及到期付款日。本行將於每月某一個預定日子（下稱「結單日」）或每隔一段時間不時向持卡人發出或提供結單。本行有唯一及絕對酌情權以任何形式或方法發出或提供結單予持卡人。即使持卡人未有收到或查看結單，持卡人對本行的責任在任何情況下皆不受影響。然而，若由上一期結單起並無進行交易記錄或當結存為零時，則本行不會發出或提供結單予持卡人。
- 5.2 持卡人收到本行發出的結單後，須核對結單資料是否正確。結單如有錯誤或未經授權之貸款卡交易，須立即以書面通知本行。如於結單日發出後六十天內本行仍未收到持卡人對結單上所載資料提出的書面異議，則結單及一切記錄均被視為正確及不可推翻，並在各方面對持卡人具有約束力。
- 5.3 如持卡人特別要求本行提供結餘轉戶單據、預支現金單據或結單等副本，須繳付手續費，並在賬戶中扣賬。
- 5.4 若持卡人於到期付款日之前已向本行報告任何未經授權之貸款卡交易，持卡人有權暫時不予清還具爭議性的款項。在本行調查該未經授權之貸款卡交易期間，本行不會就該未經授權之貸款卡交易中具爭議性的款項徵收任何利息或財務費用。倘若經本行調查後認為該爭議缺乏事實根據，本行保留權利重新徵收於整個時期（包括調查期間）內，就該具爭議性的款項收取利息或財務費用。該調查結果為不可推翻的，持卡人須受其約束。

#### 6. 付款

- 6.1 除非本行要求持卡人於到期付款日之前付清總結欠，否則持卡人應按照以下條款付款予本行：
- a) 持卡人必須在到期付款日或該日之前繳付結單上所提示的最低付款額，或可按其意願繳付較高的款項。最低付款額以總結欠之 1% 或本行不時酌情指定之更高比率) 另加賬戶應付之所有財務費用及其他費用及收費（包括但不限於年費），再加超逾信貸額之款額（如有者）及所有過期繳付之款額（如有者），或本行不時決定之最低收費，兩者以較高者為準。如總結欠少於最低收費，最低付款額即等於總結欠。
- b) i) 結餘轉戶及預支現金之所有財務費用（包括但不限於出卡前預支現金）是由交易日或提取日開始起計，按每日未清償之結欠按附錄表內之財務費用息率計算。
- ii) 倘持卡人在到期付款日或該日之前向本行完全繳付總結欠，則有關購物交易引致之本金毋需繳付財務費用。否則，如在結單註明的到期付款日過後仍有部份總結欠尚未清付，持卡人須繳付財務費用，有關之財務費用將按每日未清償之結欠按附錄表內之財務費用息率計算，並由月結單日起開始計算直至全部清還為止。
- c) 利息乃根據附錄表所述之利率（該等利率適用於在判決之前或之後）按賬戶之總結欠按日計算，並將每隔本行不時酌情決定之時間在賬戶中扣除。本行有全權酌情隨時決定更改利率。
- d) 倘持卡人未能於到期付款日或該日之前向本行繳付月結單上所顯示的最低付款額，本行將按附錄表向持卡人徵收逾期付款費用，而有關之財務費用息率，於該月結單以後之第二期月結單日起將調整至附錄表所述之較高息率。

- e) 持卡人如在香港特別行政區或海外預支現金，本行將每次按附錄表徵收手續費。
- f) 出卡前預支現金將根據附錄表徵收手續費及利息。
- g) 每張已發出之貸款卡之年費將按附錄表的比率或最低收費徵收並於持卡人賬戶中扣除，貸款卡即使提早註銷，年費亦不會退還，除非持卡人因不接受本協議內任何條款及章程之更改而終止貸款卡之使用。
- h) 如本行因執行本協議內之任何規定及/或追討持卡人任何逾期仍未付清之結欠而付出的一切合理費用、收費及開支（包括一切有關法律訴訟的費用和律師費及聘用追收賬款機構之費用），持卡人均須悉數償還本行。
- i) 在下列情況下，本行將按附錄表徵收手續費：
- i) 存入賬戶的支票被拒付；或
- ii) 本行向經持卡人授權之付款銀行發出之直接付款指示被拒付。
- j) 本行不時在給予 60 天預先通知而訂明的任何費用及收費。
- 6.2 除非徵得本行的明示同意，否則所有還款均須以港幣繳付。若貸款卡交易在香港特別行政區以外的地方進行，而並非以港幣作為交易貨幣，則交易金額將於記賬前按照銀聯通寶有限公司（「銀通」）及/或本行（如適用）釐定之匯率折算為港幣計算，該匯率折算在任何情況下皆為不可推翻的，持卡人須受其約束。
- 6.3 持卡人繳付給本行的款項，須待本行收妥方能作實，而該款項必須不受任何抵銷索償條款及任何條件所限制。上述款項將根據以下次序運用或用以償付：
- a) 上期月結單上之最低付款額；
- b) 由預支現金引發之所有本金；
- c) 由購物交易引發之所有本金；
- d) 持卡人根據本協議所欠下本行之所有其他款項。
- 6.4 如持卡人擬離開香港特別行政區超過一個月，必須於離港前妥善給予本行清晰及指定之繳付貸款卡賬項的指示，並在離港前知會本行有關事宜。倘持卡人未能作出妥善安排，將可能產生逾期費用。
- 6.5 賬戶之任何結餘均不會累積計息，持卡人可要求本行退回賬戶之結餘，惟須向本行支付手續費。
- 6.6 本行亦可毋須在要求下、得到同意及毋須發出通告而以其絕對的酌情權隨時及不時退回賬戶內之全部或部分結餘。本行可把該結餘轉賬至持卡人名下在本行開立之其他賬戶或以其他本行認為合適之方式進行。本行將不會就此徵收手續費。

#### 7. 抵銷及留置權

- 7.1 a) 在附加於及不損害法律、衡平法、本協議或本行與持卡人訂立之任何其他協議可能賦予本行之任何其他抵押或一般留置權、抵銷權或類似權利的情況下，本行對其現時或此後所管有作為妥善保管或其他用途之持卡人的所有財產享有留置權，而本行亦有權及特此獲授權（但並無責任）在法律許可的最廣範圍內，毋須通知持卡人或其他任何人士而就持卡人須向本行履行或償付的責任或債務，按本行絕對酌情權決定的方式及次序及該等責任或債務扣減、抵銷、撥付及運用：
- i) 持卡人在其或任何其他人士於本行或與本行有關連或聯營之任何其他公司中享有實益權益的任何賬戶中之任何結餘（不論是否須發出通知，不論到期與否，亦不論屬何種貨幣）；及



- ii) 本行應付或尚欠持卡人任何貨幣之任何其他款項；及
- iii) 本行以其名義代表持卡人於香港或其他地方的任何其他金融機構開立之賬戶中之任何結餘，用以償還或清償持卡人須向本行履行或償付的責任及債務（不論實際的、未來的或是或有的）。在此條款7中，如任何賬戶可根據任何透支安排被提款（即使賬戶已被透支，但所透支金額依然少於透支安排的最高限額），則該賬戶須被當作有結餘處理，而上述結餘之金額，將等於透支安排依然可提供的金額。此外，在持卡人任何債務仍屬或有或未來性質，本行將持卡人任何賬戶結餘之任何一項或多項款項付給持卡人責任，在需要抵償此等債務之範圍內，須予以暫停，直至或有或未來事件發生為止。
- b) 若屬聯名賬戶，本行可行使本條款7規定之權利，將該聯名賬戶中之任何信貸結餘用於清償該聯名賬戶一名或以上持有人欠付予本行之任何債項。
- c) 本行特此獲授權進行其認為行使任何抵銷權利所需之任何貨幣匯兌，而該等匯兌費用須由客戶承擔，並成為本條款7下本行抵銷權利之一部分。
- d) 本行將有權出售持卡人將以保管或任何其他理由而給予本行擁有或控制權的有關財產，不論那是否日常本行業務過程中的一般抵押用途，藉此構成本行的留置權，以滿足持卡人向本行所欠下的任何責任及債務。
- e) 持卡人同意及確認本行根據本條款7有權扣減、抵銷、撥用及運用作償還或清償持卡人須向本行履行或償付的責任及債務包括 (i) 任何喪失時效的責任及債務（不論是否基於時效條例）及 (ii) 因任何理由而變得不可強制執行的任何其他責任及債務。

## 8. 責任豁免權

- 8.1 除直接及純粹因本行或本行職員在受僱工作期間的疏忽或故意失責所導致合理地可預見的直接損失及損害，本行在任何情況下概不就任何損失及損害（不論因何導致）承擔任何責任，包括但不限於任何因下列事宜引起之損失或損害：
  - a) 任何商號拒絕承認或接受貸款卡；
  - b) 因使用貸款卡而供應予持卡人貨物或服務的品質及狀況，或任何商號未能交付任何貨物或服務，或任何商號清盤或破產；
  - c) 持卡人與商號之任何爭議及持卡人對商號之任何投訴或申索。持卡人須在不牽涉本行的情況下與商號自行解決該等爭議或對商號提出投訴或申索。持卡人對商號提出之爭議、投訴或申索均不會賦予持卡人向本行提出抵銷或反申索的權利，亦不會免除其對本行的責任。持卡人不可向本行申索任何補償、損失或賠償；
  - d) 任何終端機失靈；
  - e) 被任何其他不論是否獲持卡人授權的人士使用持卡人貸款卡及/或服務；
  - f) 由於本行行使其權利要求及促使退還貸款卡（不論該要求退還是由本行或任何其他本行授權的人士或由終端機所作出）；
  - g) 由於本行行使其權益削減信貸額，終止任何貸款卡或賬戶之使用；
  - h) 本行根據本協議第13條而透露之任何有關資料，包括誤述、誤導、錯誤或遺漏；在本行執行本協議項下須承擔之職責時由於機械故障、失靈、損壞、中斷、暫停設備或裝置不足或在本行不能控制下而發生之事故，而不能辦理持卡人任何指示或資訊；及/或

- i) 由於電腦正在處理日終之例行結算，本行不能辦理持卡人任何指示或資訊。  
倘本行以電子方式向持卡人提供各種結單、通知或通訊，不論使用任何管轄區之網絡服務提供者、網絡系統或其他同等之系統，持卡人明白及同意本行不能保證電子傳遞方式的時效、保安、保密性或機密性。

## 9. 遺失貸款卡的責任

- 9.1 持卡人如遺失貸款卡或發現貸款卡被竊，必須立即通知本行，並及後以書面確認。持卡人承諾將就其所知向本行及警方提供有關遺失或失竊情況的所有資料，並承諾採取所有合理行動以協助本行尋回遺失或失竊的貸款卡。
- 9.2 除非持卡人以真誠及善意行事，妥為保存貸款卡，並能於發現貸款卡遺失或被竊後的合理時間內，儘快通知本行，及採取本行不時透過任何溝通渠道向持卡人建議的任何把貸款卡及密碼保密的措施，否則持卡人須就於貸款卡扣賬的一切數額（數額不設上限）承擔全部責任，直至持卡人向本行報告遺失或失竊或已外洩的貸款卡或私人密碼為止。
- 9.3 本行有絕對酌情權決定是否接受任何自稱為持卡人或其代表所作之遺失或失竊或已外洩的貸款卡或私人密碼之口頭通知或報告。惟本行根據該口頭通知或報告而採取之行動，將不會令致本行對持卡人承擔任何責任，而持卡人亦不能因此而免除本協議內各項其應負的責任。
- 9.4 儘管本協議有任何其他規定，若貸款卡遭遺失或被竊，本行均無義務補發新卡予持卡人。如本行同意補發新卡，則本行有權收取附錄表所規定的手續費。

## 10. 終止與違約

- 10.1 持卡人可隨時取消賬戶或要求本行終止其貸款卡之使用及其服務。惟持卡人須以書面通知本行及將有關貸款卡剪成兩半歸還本行。基本卡持卡人須就附屬卡所產生之任何款項負責，直至該附屬卡歸還予本行為止。
- 10.2 儘管本協議有任何其他規定，本行仍可隨時全權決定取消、暫停、削減、修改、終止在賬戶項下已向持卡人發出的任何或一切信貸服務，終止本協議或取消、暫停或凍結賬戶，及/或暫停或終止貸款卡的使用權，而毋須向持卡人申述理由或預先發出通知。
- 10.3 若持卡人違反本協議的任何條款及章則，未能依期清還任何欠款、或被要求宣佈破產、或持卡人去世、或由於持卡人的原因而導致本行未知持卡人身在何處，則本行可隨時及在毋須申述理由或發出通知之下中止或削減賬戶所提供予持卡人的任何或所有信貸服務及/或終止本協議、取消、暫停或凍結賬戶或取消、暫停或終止持卡人使用此卡。
- 10.4 若持卡人違反本協議的任何條款及章則，或當持卡人或本行取消或終止貸款卡或當持卡人破產或去世時：
  - a) 儘管本協議有任何其他規定，持卡人仍須對由該等違約行為、取消或終止貸款卡的使用或破產或去世直接或間接造成或引致的損失負責；及
  - b) 持卡人在本協議項下欠於本行之一切款項均須即時清付（不論是否已於賬戶扣賬或不關於貸款卡取消或終止之前或之後產生或出現）。持卡人或持卡人遺產（如適用）有責任清還欠款。本行有權根據其不時訂定之利率，按每日之結欠徵收利息，並由貸款卡取消或終止或（如適用）由有關欠款產生或出現起計算直至本行實際收到還款為止（不論在判決之前或之後）。

## 11. 制裁

- 1 在此第11項條文中：
  - 「聯屬公司」(Affiliate) 就任何人士而言指該人士的附屬公司或控股公司，又或該控股公司的任何其他附屬公司。
  - 「反貪腐法」(Anti-Corruption Laws) 指英國的《2010年反賄賂法》、美國《1977年海外反腐敗法》，以及由香港、新加坡、美國或任何其他司法管轄區頒布、實施或強制執行的任何類似法例、規則或規例。
  - 「反洗黑錢法」(Anti-Money Laundering Laws) 指香港、新加坡及持卡人和持卡人公司集團任何成員進行或經營業務的各個司法管轄區之適用財務記錄保存及匯報規定，以及洗黑錢法規或條例、當中的規則及規例，以及由任何政府機關或由任何法院或政府機關進行之訴訟而頒布、實施或強制執行的任何相關或類似的規則、規例或指引。
  - 「受控制」(controlled) 指一個人（直接或間接，不論以股本、投票權、合約或其他方式）有權委任及/或罷免另一人的大部分管治成員，或以其他方式控制或有權控制該其他人士的事務及政策，該其他人士則被視為受首位提述的人士「控制」。
  - 「政府機關」(Government Agency) 指任何政府或政府機關，或公共、法定、半政府或司法實體、機構或當局（包括（但不限於）根據任何法律或規例設立的任何證券交易所或自我規管組織）。
  - 「控股公司」(Holding Company) 就公司或法人而言，指其作為附屬公司所屬的任何其他公司或法人，包括最終控股公司。
  - 「持有大多數股權」(majority owned) 指以實益或法律上持有該人士超過50%的已發行股本（或等價物）或投票權（不包括已發行股本（或等價物）中無權參與超過特定數額的利潤或股本分派的任何部分）。
  - 「受限制人士」(Restricted Person) 指在任何時候：
    - (i) 制裁當局設立的任何相關指定人士制裁名單所載的任何人士；或
    - (ii) 在受制裁國家經營、組織、居住、成立、註冊或合法居住的任何人士；或
    - (iii) 由上述第(i)或(ii)項所述人士控制或持有大多數股權的任何人士。
  - 「受制裁國家」(Sanctioned Country) 在任何時候指作為受到任何全面、全國或全地域制裁的對象或目標之國家或領土，包括（但不限於）北韓、伊朗、敘利亞、古巴及烏克蘭的克里米亞地區。
  - 「制裁」(Sanctions) 指由以下各方不時頒布、實行、實施或強制執行的任何貿易、經濟或金融制裁、禁運或限制性措施，或相關法例或規例：
    - (i) 美國政府，包括由美國財政部外國資產控制辦公室或美國國務院管理的組織；
    - (ii) 聯合國安全理事會；
    - (iii) 歐盟及任何歐盟成員國；
    - (iv) 英國；
    - (v) 新加坡金融管理局；

(vi) 香港金融管理局；或

(vii) 任何其他相關政府機關(為免生疑問，包括對(a)持卡人及/或本行及/或本公司具司法管轄權的政府機關(不論基於其註冊成立的司法管轄權，或其貿易、業務或其他經營活動所在的司法管轄區)或(b)本協議擬定的交易)，

(上述各方皆為「制裁當局」(Sanctions Authority))。

11.2 持卡人特此進一步就以下條款向本行及/或本公司作出保證、陳述及承諾：

(a) 持卡人、任何抵押提供者或持卡人任何聯屬公司並非受限制人士。

(b) 任何貸款或信貸服務款項不會直接或間接用於違反任何制裁的任何用途，或用於資助、促成或提供資金予涉及任何受限制人士或任何受制裁國家的任何活動、業務或交易。

(c) 任何貸款或信貸服務款項不會用於資助購買或轉讓任何軍用物資或裝備。

(d) 持卡人已實施及維持相應的政策及程序，以確保遵從第11.2項條文內所載的陳述、保證及承諾。

(e) 持卡人及其聯屬公司及各抵押提供者(如有)並無違反及會繼續遵守與制裁相關的法例及規例。

(f) 持卡人不會以下述資金或資產直接或間接償還任何貸款或信貸服務：

(i) 構成任何受限制人士的財產，或由受限制人士實益持有的財產；或

(ii) 從違反適用於本協議任何一方的制裁之任何交易中獲得的直接款項。

(g) 持卡人會及時向本行及/或本公司交付並允許本行及/或本公司取得任何政府、司法或監管機構就制裁對其或其聯屬公司提出而借款人可取得的任何申索、法律行動、訴訟、法律訴訟或調查詳情。

(h) 持卡人不得(並須確保其聯屬公司不會)違反任何制裁，亦不會直接或間接進行或從事任何可能使其違反任何制裁的交易、行為、貿易、業務或其他活動。

(i) 持卡人不得(並須確保其聯屬公司不會)直接或間接使用、允許或授權任何其他人士直接或間接使用任何運用貸款或信貸服務或貸款或信貸服務之銀行產品及服務所得的全部或部分款項：

(i) (直接或間接)為違反任何制裁(或與任何受制裁國家有關)或違反任何反腐敗法、反洗黑錢法或恐怖主義融資法的任何交易、行為、貿易、業務或其他活動提供融資或資金；

(ii) (直接或間接)為任何受制裁國家或受限制人士提供融資、捐款或資金；或

(iii) 導致持卡人或本行及/或本公司違反任何制裁(若及在適用於其中任何一方的範圍內)或成為任何制裁對象的任何其他使用方式。

(j) 持卡人必須(並須確保其聯屬公司會)按照反貪腐法及反洗黑錢法經營業務，並維持旨在促成及遵守適用反貪腐法及反洗黑錢法的政策及程序。11.3 所有在第11.2項條文內所載的陳述、保證及承諾均視為由持卡人參照貸款或信貸服務或其任何部分仍未償付期間存在的事實而作出。

## 12. 修訂與轉讓

12.1 本行保留權利於任何時間不時修訂、增刪本協議之任何條款及章則。本行有權不時釐定及/或修訂使用貸款卡及/或有關服務之利息、費用及收費。在本行控制下任何影響收費、利息及費用以及影響持卡人責任或義務之條款及章則如有任何變動，本行將預早向持卡人發出通知，該通知將以展示、廣告或本行認為合適之其他方式發出，如果持卡人在該通知生效日之後仍繼續在本行設有賬戶或保留或使用貸款卡，則持卡人須受所有該等變動約束。本行有權於到期時由賬戶支取該等利息、費用及收費。若持卡人不接受任何有關更改，就必須在其生效日之前，以書面通知本行註銷貸款卡，同時將貸款卡剪成兩半交回本行，並即時清還賬戶內的所有欠款。

12.2 持卡人不得轉讓或轉移其根據本協議所享有的全部或任何部份權利或責任。本行可轉讓、分割或轉移任何或全部在本協議內之權利及義務。

## 13. 追討欠款

本行有權聘用外界代收欠款的公司及/或機構以追討持卡人欠於本行的任何或所有應付未付之款項，而持卡人同意本行可就上述用途披露必須有的有關持卡人的所有個人及其他資料。持卡人須支付予本行及應本行要求承擔賠償予本行因本行聘用外界代收欠款公司及/或機構而合理產生之一切合理費用和支出及其就追討持卡人欠款所引致之一切合理產生之法律費用及支出(如有的話)。

## 14. 私隱條例的通知及同意

14.1 持卡人知悉及同意本行、本公司及本行集團公司可根據(i)《華僑銀行(香港)有限公司-關於個人資料(私隱)條例(「條例」)的客戶及其他個人人士通知》；或(ii)持卡人不時給予的訂明同意，使用持卡人的所有個人資料(「資料」)作該等用途及向該等人士披露持卡人的資料。同時持卡人同意本行、本公司及本行集團公司可將「資料」轉移至香港特別行政區以外地方、使用「資料」和持卡人的其他個人資料和資訊作根據個人資料(私隱)條例所述的核對程序核對「資料」及其他關於持卡人的資料、作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關持卡人之銀行證明書或信貸諮詢用途。持卡人同意本行、本公司及本行集團公司有權不時向第三方(包括持卡人因本行、本公司及本行集團公司產品及服務的推廣以及申請本行、本公司及本行集團公司產品及服務而接觸的第三方服務供應商)收集與持卡人有關的資料(包括但不限於向任何信貸資料服務機構對持卡人作出信貸調查(如有))。持卡人明白從本行及/或本公司的職員或本行的網站獲得或收取之《華僑銀行(香港)有限公司-關於個人資料(私隱)條例(「條例」)的客戶及其他個人人士通知》之內容。

14.2 持卡人明白倘其未能向本行及/或本公司提供任何所需之資料，本行及/或本公司未必會為其提供服務。

## 15. 通訊

15.1 倘本行以平郵方式向持卡人提供各種通知、結單或書信，包括但不限於貸款卡帳戶付款通告，將於投寄兩日後被視作已為持卡人收妥。本行之通知或通訊包括但不限於貸款卡帳戶付款通告可透過持卡人手提電話號碼或電郵地址(其最新以書面通知本行之手提電話號碼或電郵地址)發出，如該等通知或書信並未有因不能傳遞而遭退回，本行即視持卡人已即時收到該等通知或書信。所有送交持卡人物件，持卡人須承擔運送途中之一切風險。如持卡人特別要求本行以掛號形式運送，須繳付手續費。持卡人發給本行之一切通知或通訊，須送交本行，並以本行實際收到通知或通訊時方為送達。

15.2 a) 儘管本協議載有任何其他規定，本行被要求及獲授權按照及倚賴由電話或傳真給予或宣稱由電話或傳真給予的任何指示或其他通知或通訊行事。

b) 若本行真誠地相信為真實及由持卡人或其代表發出之任何通知，均可(惟非有義務)按其指示行事，而毋須查詢宣稱作出通知之人的身份或授權，或任何的電話或傳真發出之通知的真實性，並毋須要求任何方式的確認。

c) 持卡人承諾，對於本行依據其接獲的上述電話或傳真通知而進行或忽略行事，因而招致的所有索償、要求、訴訟、法律行動、損害賠償、損失、費用及開支，均給予本行作出彌償。

d) 本行可酌情(惟非有義務)以書面及/或錄音及/或本行決定的任何其他方法記錄以電話作出的通知。本行對任何該等通知所作的記錄為不可推翻，並對以其名義發出通知的持卡人具約束力。

## 16. 其他事項

16.1 本協議受香港特別行政區法律管轄，並按照香港特別行政區法律詮釋，而持卡人甘願受香港特別行政區的非專屬司法管轄權管轄。

16.2 如本行延遲或未有根據本協議行使任何權利或進行索償，均不能視為已放棄論；即使本行只行使或放棄其中一項或其部份，本行仍可依照本協議行使其他權利索償。

16.3 即使本協議內之任何條款被裁定為不合法或不能強制執行，亦絕不影響本協議內其他條款的效力、合法性及強制執行性。

16.4 本協議內所用之性別詞類，皆適用於其他性別；單數字詞亦適用於眾數，反之亦然。所有標題僅為方便而設，並不影響本協議的詮釋。

16.5 循環貸款申請表所載的所有條款及細則乃本協議的一部份，持卡人須受所有有關之條款及細則約束。如循環貸款申請表所載的條款及細則與本協議所列明的條款及細則有任何抵觸或歧異之處，均以本協議所列明的條款及細則為準。

16.6 本協議的英文與中文本如有任何抵觸或歧異之處，均以英文本為準。

16.7 在此並不擬向任何第三方授予任何執行本文內任何條文的權利，亦不擬根據《合約(第三者權利)條例》及其後任何修訂條例向任何第三方授予本文項下的任何利益，並明確排除相關法例之應用。

16.8 關於透過本公司網頁或手機程式申請本公司之貸款服務，客戶需就未能履行張貼於本公司網站及手機程式內之保安須知及免責聲明之責任及義務而引致之任何申索、損失、損害或未授權交易負責上責任。

16.9 有關保安問題或投訴，請電郵至 enquiry\_hk@ocbc.com。



## 附件：外國法規定

### 1. 釋義

#### 1.1 本協議內的定義

除另有界定者外，(a) 本附件所用詞彙，具有本協議第 1 條項下所賦予的相同涵義，(b) 本附件內任何有關「戶口」的表述均包括但不限於已定義之賬戶，(c) 本附件內任何有關「交易」的表述均包括但不限於已定義之貸款卡交易，及 (d) 本附件內任何有關「指示」的表述均包括但不限於已定義之交易指示。

#### 1.2 定義

於本附件：

- 「《海外戶口稅收合規法案》(FATCA)」指：
    - i) 《1986 年美國國內收入法》(U.S. Internal Revenue Code of 1986) (經修訂) 第 1471 條至 1474 條，或其任何修訂或繼任版本；
    - ii) 政府與規管機構之間就 (i) 訂立的任何政府間協議、諒解備忘錄、承諾及其他安排 (包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排)；
    - iii) 本行與 IRS 或其他規管機構或政府機構根據或就 (i) 訂立的協議；及
    - iv) 根據任何前述者在美國、香港或其他地方採納的任何法律、規例、規則、詮釋或慣例。
  - 「外國法規定」指根據任何今後或現時的以下各項，向本行及/或任何本行集團公司施加的任何義務：
    - i) 外國法律 (包括本行及/或本行集團公司按其/彼等全權及絕對酌情權認為其/彼等受約束的外國法律，並包括中國的法律及規則)；
    - ii) 落實香港在與外國政府 (包括中國政府) 或規管機構的協議下的義務的香港法律；
    - iii) 本行及/或相關本行集團公司與外國政府 (包括中國政府) 或規管機構訂立的協議；或
    - iv) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就 (i) 至 (iii) 項頒佈的指引或準則。
- 為免存疑，這個定義包含根據 FATCA (以及經不時修訂或頒佈) 適用於本行及/或任何本行集團公司的任何義務或規定。
- 「政府機關」指於香港境內或境外的任何政府、政府團體、政府機構或規管機構，包括香港稅務局及 IRS。
  - 「香港」指中國香港特別行政區。
  - 「IRS」指美國國家稅務局 (Internal Revenue Services)。
  - 「中國」指中華人民共和國 (不包括香港、澳門及台灣)。
  - 「美國」指美利堅合眾國。

### 2. 提供資料的承諾

#### 2.1 持卡人承諾及同意：

- a) 向本行提供本行為履行本行或本行集團公司於任何外國法規定項下的義務而按其全權及絕對酌情權要求的所有資料、文件及支持材料，包括關於持卡人及本附件第 5.1 條所述的任何人士的資料、文件及支持材料；
- b) 適時以書面方式通知本行有關根據 (a) 向本行提供的資料、文件及支持材料的任何更改；及
- c) 以令本行信納的方式不時應本行按其全權及絕對酌情權要求提供 (a) 所述類別的最新或額外資料。

2.2 持卡人同意，適用的資料保障、銀行保密或類似法律下的保密權利將不適用於本行就本行或本行集團公司遵守外國法規定之目的而言而向持卡人索取的資料。

### 3. 披露資料

#### 3.1 就任何外國法規定的目的而進行披露

持卡人同意本行以及向本行收取關於持卡人及/或本附件第 5.1 條所述的任何人士的任何個人及戶口資料或記錄的任何人士可向本行按其全權及絕對酌情權視為在任何外國法規定下規定的任何人士、實體、政府團體、機構或規管機構 (不論是否在香港法下設立) 披露有關資料或記錄。任何有關人士或實體可在其進行的任何業務或規管職能的過程中使用有關資料。

#### 3.2 確認披露的範圍

持卡人明白、確認並同意，如本行根據任何外國法規定被規定披露有關持卡人及/或持卡人與本行的關係的資料，則這資料可包括 (但不限於) 持卡人的戶口的戶口號碼、向持卡人戶口支付或存入的利息或股息金額、向持卡人戶口支付或存入的出售或贖回財產的收益金額、戶口結餘或價值、持卡人及/或本附件第 5.1 條所述的任何人士的姓名、地址、居住國及社會安全號碼或僱主識別號碼或納稅人識別號碼，以及相關政府機關可能要求，或本行按其全權及絕對酌情權視為在任何外國法規定下所需的有關其他資料。

#### 3.3 離岸披露

持卡人確認及同意，本行可向香港境內或境外的第三方披露資料及文件。

### 4. 同意扣減和扣起款項及暫停交易

#### 4.1 持卡人確認及同意，即使本協議有任何其他規定：

- i) 本行根據本協議支付的任何款項，將須按本行按其全權及絕對酌情權視為在外國法規定下所需而被扣起及扣減；
- ii) 根據 (i) 被扣起的任何款項可於本行按其全權及絕對酌情權所決定的戶口或方式持有；及
- iii) 本行或其任何聯屬公司將毋須對因本行行使其於本第 4 條項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

4.2 持卡人確認及同意，為履行本行於包括任何外國法規定項下的義務而本行按其全權及絕對酌情權視作有需要時，本行可延遲、暫停、轉讓或終止任何根據本協議作出的交易、付款、指示或服務。

4.3 持卡人進一步同意，本行將有全部授權 (i) 按本行視作合適的任何方式以及有關價格及有關條款及條件出售、變現及/或以其他方式處置持卡人戶口內可產生資金的任何資產的全部或任何部分，以讓本行遵守按其全權及絕對酌情權視為在任何外國法規定下規定的義務；(ii) 禁止持卡人在本行視作必須或適宜的有關期間內透過或在任何持卡人戶口下進行任何交易；(iii) 暫停或取消持卡人的戶口；(iv) 將持卡人的戶口轉移至本行位於另一司法管轄區 (為免存疑，包括中國) 的聯屬公司；及/或 (v) 暫停或終止持卡人使用全部或任何貸款卡及/或其相關服務。

### 5. 第三方

#### 5.1 文件及資料

持卡人承諾向本行提供本行按其全權及絕對酌情權要求的所有與以下有關的文件及資料：

- a) 任何戶口的最終實益擁有人；
- b) 最終負責給予任何指示或訂立任何交易的人士；
- c) 持卡人代其收取款項的任何人士；及/或
- d) 本行按其全權及絕對酌情權識別為與持卡人相關的任何其他人士，

以讓本行履行其在任何外國法規定下的義務。

#### 5.2 更改資料

持卡人承諾適時以書面通知本行有關本附件第 5.1 條所述的任何人士在本行記錄的地址或聯絡電話號碼或其他個人資料的任何變更。

### 6. 聲明及保證

持卡人聲明、保證及確認，持卡人就本行或本行集團公司遵守任何外國法規定的目的而言而向本行提供的任何資料、文件及支持材料屬真實、完整及準確，且將在持卡人與本行維持銀行業務關係的整個期間保持真實、完整及準確。

### 7. 彌償

#### 7.1 FATCA 彌償

在並無限制持卡人根據本協議的任何其他條款或任何其他安排或協議向本行提供的任何其他彌償的情況下，持卡人同意就本行、其代理、高級職員及僱員因該方提供含誤導成分或錯誤的資料，或並無遵守本附件的任何規定，或本行使用或倚賴持卡人就本行遵守任何外國法規定的目的而言而向本行提供的任何資料、文件及支持材料而可能蒙受或招致的任何性質的所有負債、索償、付款要求、損失、稅項、成本費用、費用及開支，

包括稅項、利息或罰金向本行、其代理、高級職員及僱員作出彌償。持卡人進一步同意，本行有權從其管有或控制的持卡人資產或持卡人在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補持卡人在本第7.1條下可能結欠的任何款項。儘管本行與持卡人的銀行業務關係終止，此項彌償將繼續。

## 8. 本行的權利屬累計

### 8.1 不限制現有權利

本附件的內容概不限制本協議或持卡人與本行的任何其他安排或協議（包括但不限於「華僑銀行所有戶口及相關服務之條款及章則」連同其不時適用的修訂和補充）的任何條款或規定的效力，而本行在本附件下的權利應附加於其在本協議或持卡人與本行的任何其他安排或協議（包括但不限於「華僑銀行所有戶口及相關服務之條款及章則」連同其不時適用的修訂和補充）下的其他權利，且不損害其在本協議或持卡人與本行的任何其他安排或協議（包括但不限於「華僑銀行所有戶口及相關服務之條款及章則」連同其不時適用的修訂和補充）下的任何權利。

### 8.2 未能遵守

在不限制本附件第4.2及4.3條的一般性下，持卡人確認及同意，如持卡人未能遵守本附件的任何規定（包括未能提供本行要求的資料、文件及支持材料），則本行可暫停或終止持卡人使用全部或任何貸款卡及/或其相關服務，暫停或取消持卡人的戶口，及/或將持卡人的戶口轉移至本行位於另一司法管轄區（為免存疑，包括中國）的聯屬公司。

## 9. 條款之間的抵觸

若本附件的中、英文本之間有任何抵觸或不相符，概以英文本為準。



## REVOLVING CREDIT AGREEMENT

The below terms and conditions of the Revolving Credit Agreement govern your use of the Revolving Credit Card ("Card") and the Card account and related services. Before any use of the Card, the Card account and related services, you must read these terms and conditions carefully and make sure that all the terms and conditions are fully understood by you. By using the Card, the Card account or any related services, you will be deemed to have accepted the Card and all these terms and conditions and will be bound by them. You understand and accept that OCBC Bank (Hong Kong) Limited (the "Bank") is the issuer of the Card and has appointed and authorized OCBC Credit (Hong Kong) Limited (the "Company") to act as its servicing entity of the Card to provide certain services and support functions including but not limited to the following: processing of applications, credit evaluation and approval, card embossing, authorization, making cash advances, receiving payments, debt collection and other services determined from time to time by the Bank and the Company.

**If you do not wish to be bound by these terms and conditions, you should cut the Card immediately in halves and return the pieces to the Bank, and (if applicable) repay immediately without demand all the sums outstanding on the Card account.**

### 1. Definition

Unless the context otherwise requires, the following expressions will have the following meanings when used in the below terms and conditions:

- "Account" means the account opened and maintained by the Bank in the name of the Cardholder for the purpose of this Agreement (as defined below).
- "Agreement" means this Revolving Credit Agreement and all supplements and/or amendments thereto.
- "ATM" means an automated teller machine or automated cash dispenser or Terminal through which a banking transaction may be effected.
- "Bank" means OCBC Bank (Hong Kong) Limited, its successors and assigns.
- "**Bank Group Company**" means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of such holding company, or any of their related company (being a company in which an equity interest is held by any of the foregoing), and shall include each such company's successors and assigns. "subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.622).
- "Card" means Revolving Credit Card issued by the Bank, including any Supplementary Card (as defined below).
- "Cardholder" means the individual to whom a Card issued by the Bank and includes both a Principal Cardholder and any Supplementary Cardholder, their respective personal representative and lawful successors.
- "Cash Before Card" means the cash advance facility provided by the Bank under the Revolving Credit facility to the Cardholder before the activation of the Card.
- "Company" means OCBC Credit (Hong Kong) Limited, its successors and assigns.
- "Minimum Payment Amount" means such minimum amount of the New Balance as determined by the Bank at its sole discretion and specified in the Statement which shall be paid by the Cardholder to the Bank on or before the Payment Due Date.
- "New Balance" means the debit balance of the Account for any month owed by the Cardholder to the Bank in respect of Card Transactions as shall be specified by the Bank in the relevant Statement.
- "Payment Due Date" means the date on which the New Balance is due and payable by the Cardholder to the Bank as specified in the Statement.
- "Person" includes any individual, corporation, firms, company, partnership, associates or other organisation.
- "PIN" means the Personal Identification Number provided by the Bank to the Cardholder to enable the Cardholder to gain access to certain Terminals to give Transaction Instructions. The term "PIN" includes the Personal Identification Number subsequently altered by the Cardholder and approved by the Bank.
- "Principal Cardholder" means a Person whose application for Revolving Credit is accepted by the Bank and in whose name an Account is opened.

- "Card Transactions" means any balance transfers, any cash advance (including the Cash Before Card service and all other transactions in connection with and/or effected by the use of the Card or Card Account number or the Account, including all related services, charges, fees and interests, financial charges), whether the same is authorised by the Cardholder or not and whether by the Cardholder or another Person, with or without the physical Card.
- "**Schedule**" means the "**Revolving Credit Service Fee Table**" attached to this Agreement as revised, amended or supplemented from time to time at the Bank's sole discretion, and shall form an integral part of this Agreement.
- "Statement" means a monthly statement of Account sent or made available by the Bank to the Cardholder setting out the financial liabilities owed on the date of the Statement by the Cardholder with respect to the Account and such other information as the Bank considers appropriate from time to time.
- "Supplementary Card" means a Card issued to a person at the joint requests of the Principal Cardholder and that person.
- "Supplementary Cardholder" means any person to whom the Bank issues a Supplementary Card.
- "Terminal" means any Automated Teller Machine, dial terminal, electronic data capture terminal or other terminals through which Transaction Instructions may be given.
- "Transaction Instruction" means any instruction of the Cardholder given by any means including the use of Card directly or indirectly (whether or not through another Person) to the Bank to effect a transaction.

Clause and Appendix headings are for ease of reference only and all Appendixes shall form an integral part of this Agreement.

### 2. Credit Limit

- 2.1 The Bank may designate and determine at its sole discretion such credit limit for each Account at its sole discretion, which must not be exceeded without prior approval of the Bank.
- 2.2 Subject to the credit limit of the Account designated by the Bank not being exceeded, any debit balance on the Account resulting from Card Transactions repaid can be re-borrowed by using the Card.
- 2.3 The Cardholder shall be solely responsible for ensuring the credit limit designated by the Bank shall not be exceeded. In the event of the credit limit being exceeded, the Cardholder shall be fully liable to the Bank for the total outstanding amount (including such amount in excess of the credit limit and any Over-the-limit Fee imposed by the Bank).
- 2.4 The credit limit of the Account is subject to the Bank's review, reduction, cancellation and withdrawal at any time and from time to time at its sole discretion and without giving the Cardholder any prior notice. The credit limit of the Account may be increased by the Bank from time to time by giving thirty (30) days prior notice to the Cardholder. The Bank reserves the right to require the Cardholder to provide information and/or documents relating to the Cardholder for data base updating and/or reassessment and/or other related purposes from time to time. The Bank also reserves the right to demand, without prior notice, immediate repayment of any debit balance on the Account.
- 2.5 The Cardholder shall have the right to opt-out the increase of the credit limit granted by the Bank by giving immediate written notice to the Bank upon receipt of the notification of increase of credit limit from the Bank as aforesaid, failing which clause 2.3 above shall be deemed to have been accepted by the Cardholder and the Cardholder shall be fully responsible for all outstanding amount.

### 3. Card Usage

- 3.1 The Cardholder shall
  - a) sign on the signature panel of the Card immediately upon receipt;
  - b) not permit any other Person to use the Card;
  - c) keep the Card secure at all times under the Cardholder's personal control; and
  - d) not to use the Card for payment of any illegal transactions, including but not limited to all forms of gambling activities (online or otherwise) in Hong Kong Special Administrative Region or other jurisdictions.

The Cardholder shall be fully responsible for any loss and all consequences whatsoever, financial or otherwise, directly or indirectly as a result of or in connection with any failure or delay in complying with the above.
- 3.2 The Cardholder shall confirm receipt of the Card by means prescribed by the Bank from time to time before any Card Transaction can be effected.

- 3.3 The Bank may at its sole discretion issue Supplementary Card at the joint request of the Principal Cardholder and the Supplementary Cardholder and such Supplementary Cardholder shall be bound by this Agreement. The Bank is authorized to send to the Principal Cardholder the Supplementary Card, the PIN/passwords and all communications and notices for the Supplementary Cardholder. The Principal Cardholder shall be fully liable to the Bank for all transactions and obligations of the Principal Cardholder as well as the Supplementary Cardholder and the Bank has the absolute discretion to recover from either the Principal Cardholder or the Supplementary Cardholder or both. In the event of the credit limit or combined credit limit being exceeded in the use of the Card and/or Supplementary Card, the Principal Cardholder shall be fully liable to the Bank for the total outstanding amount (including such amount in excess of the credit limit). Supplementary Cardholder shall only be liable for the use of the Supplementary Card and all his transactions and obligations.
- 3.4 The Cardholder shall
  - a) maintain and operate the Account to the satisfaction of the Bank;
  - b) use the Card in accordance with the terms and conditions of this Agreement and other applicable terms and conditions and strictly observe the credit limit; and
  - c) act in good faith at all times in relation to all dealings with the Card, the Bank and the Company.
- 3.5 The Card
  - a) remains the property of the Bank and cannot be pledged as security or transferred to another Person for any purpose, and
  - b) must be surrendered immediately to the Bank upon the Bank's request. If the Card is not returned, the Bank is entitled to charge a fee therefor and debit the same to the Account.
- 3.6 The Cards may be used to access cash, for payments of goods and services purchased from merchants designated by the Bank and such other functions, services and/or facilities as the Bank may permit or make available from time to time subject to this Agreement and such other terms and conditions as the Bank may specify from time to time at its discretion.
- 3.7 The Cardholder's right to use the Card shall cease forthwith in the event of:
  - a) cancellation of the credit limit of the Account;
  - b) termination or breach of this Agreement;
  - c) loss or theft of the Card reported to the Bank; or
  - d) notice from the Bank of such cessation.
- 3.8 If the Cardholder loses or damages the Card or requires a renewal, replacement or additional Card, the Bank may at its sole discretion and on such terms and conditions as it may specify (including, without limitation, charging a handling fee on the Account) issue to the Cardholder the Card requested.
- 3.9 The Cardholder confirms and undertakes that all information, especially information on his financial liabilities, provided by him is true and correct and that he has not filed and has no intention to file a petition for bankruptcy in the near future and that he is not aware of any petition for bankruptcy being filed against him. The Cardholder understands that he may be criminally liable for failure to make full disclosure or providing inaccurate and untrue information as the issuance of the Card is based on the accuracy of the information provided by him.
- 3.10 The Cardholder shall promptly inform the Bank in writing of all changes in his employment, business or residential address, contact phone numbers and country of residence.
- 3.11 The Account and related services shall also be governed by the terms and conditions of the "OCBC Bank Terms and Conditions for all Accounts and Related Services" available at all branches and on the Bank's website. The Bank will assign to the Cardholder a PIN to enable the Cardholder to use the Card for services provided by the Bank from time to time through any ATM or Terminals designated or provided by the Bank. The operation of such Terminals by use of the Card shall in addition to these terms and conditions, at all times be subject to all the terms and conditions of the "ATM Card Services" specified in "OCBC Bank Terms and Conditions for all Accounts and Related Services". The Cardholder shall be absolutely bound by all the afore-mentioned terms and conditions irrespective of the Cardholder's lack of actual notice or knowledge thereof. Furthermore, the Bank's record in relation to any Card Transactions involving the use of the Card on the ATM or Terminals shall in all respect be conclusive and binding on the Cardholder.



- 3.12 As soon as the PIN is assigned by the Bank to the Cardholder, it shall remain effective until the Card is cancelled by the Bank. The Cardholder shall keep the PIN in connection with the Card strictly confidential, and may change the PIN at any time by such means as the Bank may prescribe and the new PIN shall take effect immediately.
- 3.13 Should the PIN be lost, stolen or known to any other Person, the Cardholder shall inform the Bank immediately. The Cardholder shall accept full and sole responsibility for and fully indemnify the Bank against all consequences, loss and/or other liability incurred if the Cardholder has acted fraudulently or with gross negligence in safeguarding the PIN or has knowingly (whether voluntarily or otherwise) provided the PIN to a third party or has failed to make a report as soon as reasonably practicable upon discovery of loss, theft or disclosure.
- 3.14 **In case the Cardholder requests for a Card replacement, the Card should be delivered to the Bank by hand and the Bank will charge a Card replacement fee as specified in the Schedule.**

#### 4. Card Transactions

- 4.1 The Bank will maintain an Account in respect of the Card Transactions. The values of:
- all balance transfers, cash advances or other transactions in connection with or effected by the use of the Card or Card Account number or the Account (whether or not the Card is physically or otherwise used by the Cardholder or another Person); and
  - all related charges, fees, interests or financial charges, and other sums payable under this Agreement will be debited to the Account.
- 4.2 The Cardholder shall be responsible for all revolving credit facilities and services granted by the Bank and Card Transactions and all interests, financial charges, charges, costs and expenses whether within or in excess of credit limit (including, without limitation, reasonable amount of legal fees, and costs of engaging collection agent(s) reasonably incurred by the Bank in enforcing this Agreement and/or recovering any sum owed by the Cardholder to the Bank) which may be debited to the Account. Subject to Clause 6.1, the Cardholder shall pay promptly the New Balance on or before the Payment Due Date or otherwise upon demand by the Bank. The Cardholder's failure to sign any balance transfer or cash advance vouchers will not relieve the Cardholder's liability to the Bank in respect thereof.
- 4.3 The Bank shall be under no duty to verify the identity of the Person giving any Transaction Instruction purportedly in the name of a Cardholder. In the absence of any notice, the Bank is authorized to act on any Transaction Instruction which the Bank in good faith believes to have emanated from a Cardholder. In no circumstances shall the Bank be held liable for acting in good faith upon any such Transaction Instruction which is subsequently found to have emanated from an unauthorized Person (whether or not any document was required to be signed in order to issue the Transaction Instruction) and each Cardholder shall remain liable for all charges arising from any such Transaction Instruction, unless the Cardholder has not acted fraudulently, with gross negligence in safeguarding the Card or Account number or PIN and has not failed to inform the Bank as soon as reasonably practicable after having found that his Card or Card Account number or PIN has been lost, stolen or disclosed to a third party.
- 4.4 The Principal Cardholder and each Supplementary Cardholder agree to be bound by all Transaction Instructions (and all other instructions) that any of them give to the Bank and/or the Company.
- 4.5 The Cardholder agrees that the Bank and/or the Company may record verbal instructions received from Cardholder or verbal communication between the Cardholder and the Bank or the Company.
- 4.6
- The Bank and the Company reserve the sole discretion in accepting applications for Revolving Credit and any related facility or services applied, including without limitation the Cash Before Card. The Bank and the Company reserve their sole discretion in determining any cash advance amount under the Cash Before Card facility.
  - The Cardholder's use of Cash Before Card facility shall be deemed to have accepted the terms and conditions contained in this Agreement and the Cardholder will be bound by them.
  - Interest for the cash advance amount under the Cash Before Card facility shall be payable by the Cardholder to the Bank at the interest rate specified in the Schedule accruing from the date of loan transaction. Cardholder shall be liable for all cash advances including accrued interest, fees and charges under the Cash Before Card facility in case the Cardholder has not received the Card.**

- d) A Cash Before Card handling fee as specified in the Schedule will be charged to the Account of the Cardholder.**

#### 5. Statements

- 5.1 A Statement showing the Minimum Payment Amount, New Balance and the Payment Due Date will be sent or made available to the Cardholder at a specified date of each month or at such interval as determined by the Bank from time to time. The Bank has the sole and absolute discretion to provide or make available to the Cardholder the Statement in whatever form and by whatever means. The Cardholder's liability to the Bank shall not in any event be affected even if for any reason the Cardholder fails to receive or view the Statement. No Statement will be sent or made available to the Cardholder if the Account has maintained a zero balance or no transaction has been made since the last Statement.
- 5.2 The Cardholder shall verify the correctness of each and every entry made in the Statement and immediately inform the Bank in writing of any inaccurate entries or unauthorized transactions shown on the Statement. Unless objection in writing is received by the Bank within sixty (60) days from the Statement date, the Bank's records and the Statement shall be deemed to be correct, conclusive and binding on the Cardholder for all purposes.
- 5.3 **The Cardholder shall pay a handling charge for the supply of balance transfer or cash advance draft or Statement, requested by the Cardholder, which shall be debited to the Account.**
- 5.4 **Where the Cardholder reports an unauthorized transaction before the relevant Payment Due Date, the Cardholder shall have the right to withhold payment for the disputed amount and shall not impose any interest or finance charges on disputed amount of the unauthorized transaction while it is under investigation by the Bank. The Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period, if such dispute was considered unfounded by the Bank after investigation, which decision shall be conclusive and binding on the Cardholder.**

#### 6. Payment

- 6.1 **Unless the Cardholder is requested to pay the full amount of the New Balance on or before Payment Due Date, the Cardholder shall pay the Bank the following sums in accordance with these terms and conditions:**
- the Minimum Payment Amount due as shown on the Statement on or before the Payment Due Date, although the Cardholder may pay any larger sum he wishes. The Minimum Payment Amount due is calculated at 1% of the New Balance (or such higher percentage as the Bank may from time to time specify at its sole discretion), plus all financial charges and other fees and charges (including without limitation the annual fee) payable hereunder, plus the amount exceeding the credit limit (if any) and all amounts past due (if any), or such minimum charge as the Bank may from time to time decide, whichever is higher. Should the New Balance be less than the minimum charge, the Minimum Payment Amount due shall be the amount of the New Balance.**
  - i) financial charge for all balance transfers and cash advances (including without limitation any Cash Before Card) is payable and calculated from the date of transaction or drawdown on a daily basis until repayment in full at the respective rate specified in the Schedule.**
  - ii) no financial charge shall be imposed on purchase transactions if the full amount of the New Balance is received by the Bank on or before the relevant Payment Due Date, otherwise financial charge shall be imposed from the Statement date. At all times when there is any unpaid portion of the New Balance in any Statement after the Payment Due Date, the Cardholder shall pay financial charge on the outstanding balance from the date of such Statement calculated on a daily basis at the applicable rate specified in the Schedule until repayment in full.**

- interest calculated on a daily basis, and at a rate as specified in the Schedule (before and after judgment), will be payable on any New Balance and will be debited to the Account at such interval as the Bank may prescribe from time to time. The rate of interest may be changed by the Bank from time to time at the Bank's sole discretion.**
  - if the Minimum Payment Amount shown on the Statement is not received in full by the Bank on or before the Payment Due Date, the Bank will charge the Cardholder a late payment charge as specified in the Schedule, and the applicable rate of the financial charge will be increased to a higher rate as specified in the Schedule with effect from the date of the next second monthly Statement following such Statement.**
  - a one-time cash advance handling fee will be charged on each cash advance by using the Card in Hong Kong Special Administrative Region or overseas as specified in the Schedule.**
  - handling fee and interest as specified in the Schedule will be charged on Cash Before Card.**
  - for each Card issued, an annual fee at such rate or such minimum amount as specified in the Schedule will be charged to the Account. The annual fee will not be refundable notwithstanding any early cancellation or termination of the Card, except where the Cardholder terminates the use of the Card when he does not accept the amendments of the terms and conditions in this Agreement.**
  - all reasonable amount of charges, costs and expenses (including all legal costs and the costs of engaging collection agents) reasonably incurred by the Bank for the enforcement of any provision of this Agreement and/or for the recovery of any outstanding sums.**
  - a service charge as specified in the Schedule shall be levied for:**
    - any cheque paid into the Account that is not honoured, or**
    - direct debit transaction being returned unpaid by the Cardholder's designated bank.**
  - any other fees and charges to be prescribed by the Bank from time to time by giving a sixty (60) days prior notice.**
- 6.2 Unless otherwise expressly agreed by the Bank, all payments to the Bank shall be made in Hong Kong dollars. Where a Card Transaction is effected outside Hong Kong Special Administrative Region in a currency other than Hong Kong dollars, the transaction amount will be converted into Hong Kong dollars before posting to the Account at the prevailing rate of exchange determined by Joint Electronic Teller Services Ltd. (JETCO) and/or by the Bank, where applicable and such rate of exchange in any event shall be conclusive and binding on the Cardholder.
- 6.3 Payment made by Cardholder to the Bank will only be considered to have been made when the relevant funds have been actually received by the Bank and without any set off, claim, condition, restriction or withholding whatsoever. The payment will be applied in the following sequence in or towards payment of:
- the Minimum Payment Amount specified in the last Statement;
  - all principal amount related to cash advances;
  - all principal amount in connection with purchase transactions;
  - all other amounts owed by the Cardholder to the Bank under this Agreement.
- 6.4 If the Cardholder is to be away from Hong Kong Special Administrative Region for over one (1) month, the Cardholder has to leave clear and specific instruction regarding settlement of the Account with the Bank. Such instruction should be delivered to the Bank prior to departure. Failure to make the proper arrangement may result in late payment charge.
- 6.5 No interest will accrue on any credit balance on the Account. The Cardholder may request the Bank to refund any credit balance on the Account subject to payment of a handling fee to the Bank.
- 6.6 The Bank may also refund all or part of any credit balance on the Account at any time and from time to time at its absolute discretion, without request, consent, and without notice. The Bank may do so by transferring such credit balance to another account maintained with it and held under the name of the Cardholder or by such other means it thinks fit. Handling fee will not be charged for doing so.



## 7. Set-off and Lien

- 7.1 a) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under this Agreement or any other agreement between the Cardholder and the Bank, the Bank shall have a lien on all the Cardholder's property which may now or hereafter be in the Bank's possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Cardholder or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of such of the Cardholder's obligations and liabilities to the Bank as the Bank at its absolute discretion decides:
- any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Cardholder or of any other person with the Bank or any other company related to or associated with the Bank to which the Cardholder may be beneficially entitled, and
  - any other sum due or owing by the Bank to the Cardholder in whatever currency(ies), and
  - any credit balance on any account opened by the Bank in its name on the Cardholder's behalf with any other financial institutions in Hong Kong Special Administrative Region or elsewhere, against or on account of the Cardholder's obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause 7, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Cardholder's liabilities are contingent or future, the Bank's liability to make payment of any sum or sums standing to the credit of any of the Cardholder's accounts to the Cardholder shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.
- b) In case of a joint account, the Bank may exercise the right in this Clause 7 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
- c) The Bank is authorized to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Cardholder and shall form part of the Bank's right of set-off under this Clause 7.
- d) The Bank shall also have the power to sell such property of the Cardholder coming into the possession or control of the Bank for custody or for any reason and whether or not in the ordinary course of banking business as security, constituting the lien of the Bank, to satisfy any obligation owed by the Cardholder to the Bank.
- e) The Cardholder agrees and acknowledges that the Cardholder's obligations and liabilities to the Bank against which the Bank is entitled to retain, set-off, appropriate and apply pursuant to this Clause 7 shall include (i) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (ii) any other obligations and liabilities which for any reason(s) are unenforceable.

## 8. Exclusion of Liability

- 8.1 Except in respect of reasonably foreseeable and direct loss and damage caused directly and solely by the Bank's negligence or wilful default or that of the Bank's employees acting in the course of employment, the Bank shall not be liable in any circumstances whatsoever for any loss or damage howsoever caused, including without limitation, any loss or damage arising from:
- the refusal of any merchant to accept or honor the Card;
  - the quality and condition of the goods or services supplied to the Cardholder by the use of the Card, or failure of any merchant to deliver any goods or services, or the winding up or bankruptcy or liquidation of any merchant;
  - any disputes between the merchant and the Cardholder and any complaints or claims against the merchant by the Cardholder. The Cardholder shall resolve any such disputes with the merchant or shall complain or claim against the merchant without any involvement of the Bank and no disputes, complaints or claims by the Cardholder against the merchant may render the Cardholder any rights to set off or counter-claim against the Bank or relieve his obligation to the Bank. The Cardholder shall not claim against the Bank for any compensation, loss or damages;

- the malfunction of any Terminal;
  - access to the use of the Card and/or services of the Cardholder by any other Person whether or not authorized by the Cardholder;
  - the exercise by the Bank and its right to demand and procure surrender of the Card (whether such demand or surrender is made by the Bank or by any other Person authorized by the Bank or by any Terminal);
  - the exercise by the Bank of its right to reduce the credit limit, to terminate usage of any Card or Account;
  - any misstatement, misrepresentation, error or omission in any detail disclosed by the Bank referred to in Clause 13 of the Agreement; inability to execute any of the Cardholder's instruction or information due to any mechanical failure, malfunction, breakdown, interruption, suspension or inadequacy of equipment or installation, howsoever arises, in connection with the performance of the Bank's functioning under this Agreement which is beyond the reasonable control of the Bank; and/or
  - inability to execute any of the Cardholder's instruction or information due to the running of the day end cycle of the Bank's computer system.
- Where Statements, notices or correspondence are made available to the Cardholder in electronic form, the Cardholder acknowledges and agrees that the Bank does not warrant the timeliness, security, secrecy or confidentiality of the same electronically transmitted through any applicable internet service provider, network system or other equivalent system in any jurisdiction.

## 9. Lost Card Liability

- 9.1 If a Card is lost or stolen, the Cardholder must upon discovery immediately report such loss or theft to the Bank and confirm the loss or theft in writing thereafter. The Cardholder undertakes to give the Bank and police all the information in the Cardholder's possession as to the circumstances of any loss or theft of the Card and to take all reasonable steps to assist the Bank to recover the lost or stolen Card.
- 9.2 Unless the Cardholder has acted honestly, in good faith, with due care and notification to the Bank, and has followed any measures to safeguard the Card or PIN as recommended by the Bank in its communication to the Cardholder from time to time, the Cardholder shall be fully liable for all amounts, without limit, debited to the Account until the loss or theft or disclosure of Card or PIN has been reported to the Bank.
- 9.3 The Bank may at its sole and absolute discretion act on any oral notice or report of loss or theft of a Card purportedly given by or on behalf of the Cardholder. Any such action so taken by the Bank shall not render the Bank liable to the Cardholder, or otherwise discharge the liabilities of the Cardholder stated under this Agreement.
- 9.4 Notwithstanding anything contained in this Agreement, the Bank will not be obliged to issue a lost replacement Card to the Cardholder if the Card is lost or stolen. However, if the Bank agrees to issue a lost replacement Card, a handling fee as specified in the Schedule will be charged.

## 10. Termination and Breach

- 10.1 The Cardholder may at any time cancel the Account or request the Bank to terminate the use of the Card under the Account by notice in writing accompanied by the return to the Bank the relevant Card cut in halves. The Principal Cardholder shall remain responsible for any payments arising from the Supplementary Card until it shall have been returned to the Bank as aforesaid.
- 10.2 Notwithstanding anything contained in this Agreement, the Bank may at any time at its absolute discretion cancel, suspend, reduce, revise, terminate any or all credit facilities extended to the Cardholder under the Account, terminate this Agreement or cancel, suspend, freeze the Account, and/or suspend or terminate the use of the Card without giving any reason nor prior notice to the Cardholder.
- 10.3 If the Cardholder shall be in breach of any terms and conditions hereof, if he fails to pay any debt when due, or has a petition for bankruptcy filed against him or upon the death of the Cardholder, or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause attributed to the Cardholder, then the Bank may at any time and without giving any reason nor prior notice to the Cardholder, suspend or reduce any or all credit facilities extended to the Cardholder under the Account and/or terminate this Agreement, cancel, suspend, freeze the Account, cancel, suspend or terminate the use of the Card.

- 10.4 In the event of any breach of any terms and conditions of this Agreement by the Cardholder or upon the cancellation or termination of the Card by the Cardholder or the Bank or on the Cardholder's bankruptcy or death:
- notwithstanding any other provision of this Agreement, the Cardholder will remain liable for any loss directly or indirectly resulting from or connected with such breach or cancellation or termination or bankruptcy or death, and
  - all sums found to be owing by the Cardholder to the Bank under this Agreement (whether debited to the Account or not and whether incurred or discovered before or subsequent to such cancellation or termination) shall become immediately due and payable. The Cardholder or the Cardholder's estate (if applicable) will be liable for such sums. The Bank is entitled to charge interest at the rate(s) as the Bank may specify from time to time at its discretion on any unpaid sums on a daily basis from the date of cancellation or termination of the Card or (where applicable) from the date of incurrance or discovery of the relevant indebtedness until the Bank shall have actually received payment (whether before or after judgment).

## 11. Sanctions

- 11.1 In this Clause 11:
- "Affiliate" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.
- "Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Hong Kong, Singapore, the United States of America, or any other jurisdiction.
- "Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes or ordinances in Hong Kong, Singapore and each jurisdiction in which the Cardholder and any member of the Cardholder's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency.
- "controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person.
- "Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation).
- "Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, and include an ultimate holding company.
- "majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).
- "Restricted Person" means, at any time:
- any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; or
  - any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
  - any person controlled or majority owned by a person described in (i) or (ii) above.
- "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine.
- "Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

- (i) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
  - (ii) the United Nations Security Council;
  - (iii) the European Union and any European Union member state;
  - (v) the United Kingdom;
  - (vi) the Monetary Authority of Singapore;
  - (vii) the Hong Kong Monetary Authority ; or
  - (viii) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (a) the Cardholder and/or the Bank and/or the Company (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (b) transaction(s) contemplated by this Agreement),
- (each, a "Sanctions Authority").
- 11.2 the Cardholder hereby further warrants, represents and undertakes to the Bank and/or the Company the following terms:
- (a) Neither the Cardholder, nor any of the security providers, nor any of the Cardholder's Affiliates is a Restricted Person.
  - (b) None of the proceeds of any loan or credit facilities shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country.
  - (c) No proceeds of any loan or credit facilities shall be used to finance the purchase or transfer of any military goods or equipment.
  - (d) The Cardholder has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 11.2.
  - (e) The Cardholder and his/her Affiliates and each of the security providers (if any) are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions.
  - (f) The Cardholder shall not, whether directly or indirectly, repay any loan or credit facilities with funds or assets that:
    - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
    - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.
  - (g) The Cardholder will promptly deliver to the Bank and/or the Company and permit the Bank and/or the Company to obtain the details of any claims, action, suit, proceedings or investigation against him/her or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to him/her.
  - (h) The Cardholder shall not (and shall ensure that each of his/her Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in his/her violation of any Sanctions.
  - (i) The Cardholder shall not (and shall ensure that none of his/her Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the loan or credit facilities or the banking products and services of the loan or credit facilities:
    - (i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;
    - (ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or
    - (iii) in any other manner which could result in the Cardholder or the Bank and/or the Company being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
  - (j) The Cardholder shall (and he/she shall ensure that each of his/her Affiliates will) conduct his/her businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti Money-Laundering Laws.

- 11.3 All the representations, warranties and undertakings in Clause 11.2 are deemed to be made by the Cardholder by reference to the facts then existing during the period where the loan or credit facilities or any part thereof remains outstanding.

## 12. Amendment and Assignment

- 12.1 The Bank reserves the right to amend, alter, add and/or delete any of the terms and conditions of this Agreement at any time and from time to time. The Bank is entitled to prescribe and/or revise from time to time, interest, fees and charges payable in respect of the use of the Card and/or the related services and may notify the Cardholder prior to any variation of terms and conditions affecting interest, fees and charges under the control of the Bank and affecting the liabilities or obligations of the Cardholder, which notice may be given by display, advertisement or other means as the Bank thinks fit. All such changes shall be binding on the Cardholder if the Cardholder continues to maintain the Account with the Bank, or to retain or use the Card, after the effective date. The Bank shall be entitled to debit such interest, fees and charges to the Account when due. If the Cardholder does not accept any proposed change, the Cardholder must terminate the use of the Card by written notice and return to the Bank the Card(s) cut into halves prior to the effective date, and repay immediately all amounts outstanding on the Account.
- 12.2 The Cardholder may not assign or transfer the whole or any part of his rights or obligations under this Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement.

## 13. Debt Collection

The Bank shall be entitled to employ outside debt collection agency(ies) and/or institution to collect any or all unpaid sums due but unpaid by the Cardholder. The Cardholder consents to the Bank's disclosure of all such information and personal data relating to the Cardholder as necessary for the said purpose. The Cardholder shall be liable to pay the Bank and shall indemnify the Bank on demand for all reasonable amount of costs and expenses reasonably incurred by the Bank in employing such debt collection agency and/or institution and all legal costs and expenses reasonably incurred by the Bank in recovery thereof, if any.

## 14. Privacy Ordinance Notice and Consent

- 14.1 The Cardholder acknowledges and agrees that all personal data relating to him (the "Data") may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) "OCBC Bank (Hong Kong) Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" (the "Ordinance"); or (ii) the prescribed consent given by the Cardholder from time to time. The Cardholder also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to the Cardholder to conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker's or credit references in respect of the Cardholder (if any). The Cardholder agrees that the Bank, the Company and any Bank Group Company may collect data relating to the Cardholder from third parties, including third party service providers with whom the Cardholder interacts in connection with the marketing of the Bank's, the Company's and any Bank Group Company's products and services and in connection with the Cardholder's application for the Bank's, the Company's and any Bank Group Company's products and services (including but not limited to credit review report(s) from credit reference agency(ies) (if any)). The Cardholder understands the contents of "OCBC Bank (Hong Kong) Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" obtained or received from the staff of the Bank and/or the Company or from the website of the Bank and/or the Company.
- 14.2 The Cardholder understands that the Bank and/or the Company may not be able to provide service to him if he fails to provide any information requested by it and/or the Company.

## 15. Communication

- 15.1 All notices, Statements or correspondence provided by the Bank to the Cardholder, including but not limited to notices of payment to Card Accounts, if sent by ordinary post, shall be deemed to have been received two (2) days after posting. Notice or correspondence including but not limited to notices of payment to Card Accounts may be transmitted to the Cardholder's mobile phone number or e-mail address last notified in writing to the Bank and if the same was not returned undelivered shall be deemed to have been received by the Cardholder. Items sent to the Cardholder are sent at the Cardholder's risk. The Cardholder shall pay a handling charge for each registered mail specially requested by the Cardholder. All notices or correspondence sent by the Cardholder to the Bank shall be deemed to have been delivered to the Bank on the day of actual receipt.
- 15.2 a) Notwithstanding anything contained in this Agreement, the Bank is requested and authorized to act in accordance with and rely on any instruction or other notice or correspondence which may be or purported to be given by telephone or by fax.
- b) The Bank may (but not obliged to) act as aforesaid on any notice which the Bank in good faith believes to be genuine and to have emanated from any Cardholder or his representative without inquiring by the Bank as to the identity or authority of the person giving or purporting to give the notice or as to the authenticity of any notice given by telephone or fax without requiring further confirmation in any form.
- c) The Cardholder undertakes to keep the Bank indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses brought against or incurred by the Bank and arising out of anything done or omitted pursuant to any telephone or fax notice received by the Bank as aforesaid.
- d) The Bank may at its discretion (but shall not be obliged to) record notices given by telephone, in writing and/or by tape recording and/or any other means as determined by the Bank. The Bank's record of any such notice shall be conclusive and binding on the Cardholder in whose name the notice was given.

## 16. Miscellaneous

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the Cardholder submits to the non-exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region.
- 16.2 No failure or delays by the Bank in exercising any right or remedy shall operate as a waiver. Any single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.
- 16.3 If any provision in this Agreement shall be held to be illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall remain unaffected or unimpaired.
- 16.4 Unless the context of this Agreement requires otherwise, words in one gender shall include any other and words in singular shall include plural number and vice versa. All headings are for convenient only and shall not affect the interpretation of this Agreement.
- 16.5 All the terms and conditions contained in the Revolving Credit Application Form shall also form part of this Agreement and be binding on the Cardholder. In case of any inconsistency or conflict between those terms and conditions in the Revolving Credit Application Form and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- 16.6 In the event of any conflict or discrepancy between the English and Chinese versions, the English version of this Agreement shall prevail over the Chinese version.
- 16.7 Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.
- 16.8 In relation to the use of online loan application service through website or mobile application, customer shall be liable for any claim, loss, damage or unauthorized transaction in relation to customer's failure to carry out those responsibilities and obligations set out in Security Tips and Disclaimer posted on the website and mobile application of the Company.
- 16.9 For reporting security incidents or complaints, please email to enquiry\_hk@ocbc.com.



## 1. INTERPRETATION

### 1.1 Definitions in this Agreement

Unless otherwise defined, (a) terms defined in Clause 1 of this Agreement have the same meaning under this Appendix, (b) references in this Appendix to an “account” shall include without limitation an Account, (c) references in this Appendix to a “transaction” shall include without limitation a Card Transaction, and (d) references in this Appendix to an “instruction” shall include without limitation a Transaction Instruction.

### 1.2 Definitions

In this Appendix :

- **“FATCA”** means:
  - i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
  - ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including as entered into by the government of Hong Kong;
  - iii) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
  - iv) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.
- **“Foreign Law Requirement”** means any obligation imposed on the Bank and/or any Bank Group Company pursuant to any future or present:
  - i) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/themselves bound and including laws and regulations of the PRC);
  - ii) Hong Kong laws that implement Hong Kong’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
  - iii) under agreements entered into between the Bank and/or the relevant Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
  - iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii).

For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.
- **“Government Authority”** means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS.
- **“Hong Kong”** means the Hong Kong Special Administrative Region of the PRC.
- **“IRS”** means the U.S. Internal Revenue Services.
- **“PRC”** means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).
- **“U.S.”** means the United States of America.

## 2. UNDERTAKING TO PROVIDE INFORMATION

### 2.1 The Cardholder undertakes and agrees to:

- a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its, or a Bank Group Company’s, obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Cardholder and any person referred to in Clause 5.1 of this Appendix;
- b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
- c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.

### 2.2 The Cardholder agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Cardholder for the purpose of the Bank’s, or a Bank Group Company’s, compliance with any Foreign Law Requirement.

## 3. DISCLOSURE OF INFORMATION

### 3.1 Disclosure for the purpose of any Foreign Law Requirement

The Cardholder agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Cardholder and/or any person referred to in Clause 5.1 of this Appendix may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Hong Kong law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.

### 3.2 Acknowledgment of extent of disclosure

The Cardholder understands, acknowledges and agrees that where the Bank is required to disclose information about the Cardholder and/or the Cardholder’s relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number of the Cardholder’s account(s), the amount of interest or dividends paid or credited to the Cardholder’s account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Cardholder’s account(s), the account balance or value, the name, address, country of residence and social security number or employer identification number or taxpayer identification number of the Cardholder and/or any person referred to in Clause 5.1 of this Appendix, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.

### 3.3 Offshore disclosure

The Cardholder acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

## 4. CONSENT TO DEDUCT, WITHHOLD AND BLOCK

### 4.1 The Cardholder acknowledges and agrees that notwithstanding any other provision of this Agreement:

- i) any payments by the Bank under this Agreement, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
- ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
- iii) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank’s exercising of its rights under this Clause 4.

### 4.2 The Cardholder acknowledges and agrees that any transaction, payment, instruction or service under this Agreement may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.

### 4.3 The Cardholder further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Cardholder’s account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Cardholder from effecting any transactions through or under any of the Cardholder’s account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Cardholder’s account(s); (iv) transfer the Cardholder’s account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC; and/or (v) suspend or terminate the Cardholder’s use of all or any of the Card(s) and/or related services.

## 5. THIRD PARTIES

### 5.1 Documents and information

The Cardholder undertakes to provide the Bank with all documents and information pertaining to:

- a) the ultimate beneficial owner of any account;
- b) the person ultimately responsible for giving any instruction or for entering into any transaction;
- c) any person on whose behalf the Cardholder acts in receiving payment; and/or
- d) any other person identified by the Bank in its sole and absolute discretion as being connected with the Cardholder, as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.

### 5.2 Change of details

The Cardholder undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 5.1 of this Appendix.

## 6. REPRESENTATION AND WARRANTY

The Cardholder represents, warrants and confirms that any information, documents and supporting materials provided by the Cardholder to the Bank for the purpose of the Bank’s, or a Bank Group Company’s, compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Cardholder maintains a banking relationship with the Bank.

## 7. INDEMNITY

### 7.1 FATCA indemnity

Without limitation to any other indemnity provided by the Cardholder to the Bank under any other provisions of this Agreement or any other arrangement or agreement, the Cardholder agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Appendix or the Bank's use of or reliance on any information, documents and supporting materials provided by the Cardholder to the Bank for the purpose of the Bank's compliance with any Foreign Law Requirement. The Cardholder further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Cardholder's assets in the possession or control of the Bank or such amount(s) from any of the Cardholder's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Cardholder under this Clause 7.1. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Cardholder.

## 8. RIGHTS OF BANK CUMULATIVE

### 8.1 No limitation on existing rights

Nothing in this Appendix limits the effect of any term or requirement of this Agreement or any other arrangement or agreement of the Cardholder with the Bank (including without limitation, "OCBC Bank Terms & Conditions for all Accounts and Related Services" together with the amendments and supplements applicable from time to time), and the rights of the Bank under this Appendix are in addition and without prejudice to any of its rights under this Agreement or any other arrangement or agreement of the Cardholder with the Bank (including without limitation, "OCBC Bank Terms & Conditions for all Accounts and Related Services" together with the amendments and supplements applicable from time to time).

### 8.2 Failure to comply

Without limiting the generality of Clauses 4.2 and 4.3 of this Appendix, the Cardholder acknowledges and agrees that if the Cardholder fails to comply with any requirement of this Appendix, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or terminate the Cardholder's use of all or any of the Card(s) and/or related services, terminate or close the Cardholder's account(s), and/or transfer the Cardholder's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## 9. CONFLICT BETWEEN TERMS

In case of any conflict or inconsistency between the English and the Chinese versions of this Appendix, the English version shall prevail.