

交通銀行太平洋信用卡持卡人合約之主要條款及條件摘要

Summary of Major Terms and Conditions of Bank of Communications Pacific Credit Card Cardholder Agreement

持卡人接納及同意受交通銀行太平洋信用卡持卡人合約(「合約」)的所有條款及條件所約束。合約中部份須特別注意的條款及條件摘要如下僅供參考。持卡人必須詳閱合約條款及條件的全文。一切條款及條件均以合約全文為準。

- 持卡人於信用卡上簽署或啟用信用卡(信用卡亦包括網上卡),將構成持卡人接受本合約的所有條款及條件並同意受其約束之不可推卸的承諾。持卡人若透過電話銀行及/或網上銀行服務或客戶服務熱線(852)2269 9699進行信用卡認收及啟動程序,即表示持卡人接受並同意受銀行的綜合服務條款有關電話銀行及/或網上銀行此等服務的所有條款及條件所約束。銀行的綜合服務條款可於銀行分行及所有支行索取。持卡人亦可於銀行的網站(網址:www.bankcomm.com.hk)瀏覽。若持卡人不同意受電話銀行及/或網上銀行服務,持卡人需親臨銀行分行或任何支行申請取消電話銀行及/或網上銀行服務。
- 持卡人必須將信用卡安全保管及將私人密碼保密,並即時銷毀私人密碼通知書正本。持卡人不可將私人密碼披露予任何第三者或准許任何第三者使用信用卡或私人密碼。持卡人不可在信用卡上或與信用卡賬戶號碼放在一起或任何其他經常與信用卡放在一起或在信用卡附近的物件上寫上私人密碼。持卡人不可直接寫下或輸入私人密碼,也不加掩蓋。持卡人應確保私人密碼不被披露或讓任何其他人士知悉及/或有任何未經授權使用信用卡報告交通銀行股份有限公司香港分行(「銀行」)。
- 每當持卡人開設一網上賬戶,一個由銀行決定之信用限額便會分配給該網上賬戶。根據網上賬戶的信用限額及本合約的條款,持卡人可隨時在獲得銀行批准後用銀行所決定的方法為該網上賬戶訂立一個信用限額以內的從屬限額。
- 持卡人有責任核對及/或在銀行要求時立即支付任何欠賬。若持卡人於到期繳款日仍未有繳付所規定之最低還款額,持卡人須支付逾期費款。
- 如銀行批准及主卡持卡人同意遵守銀行不時訂立之條款及條件及繳付有關費用及支出,主卡持卡人可以轉賬其應支付予其他認可金融機構無論以信用卡或私人借貸形式欠下之欠款到信用卡賬戶。
- 如遇持卡人欠賬的情況,持卡人須負責在執行及追討債項時所招致之一切合理費用及開支。
- 持卡人不得將信用卡用作任何違法用途。持卡人違反規定須承擔負責及彌償銀行因此所招致之一切損失、損害、責任、費用及開支。
- 倘若持卡人沒有將信用卡妥為保管或沒有在發現信用卡遺失或被竊後未有在合理及切實可行的情況下通知銀行報失,則持卡人對信用卡遺失、被竊或被未經授權使用所負責任上限為HK\$500。若持卡人有意欺詐行為或嚴重疏忽,則持卡人須對信用卡遺失、被竊或被未經授權使用或產生或有關的一切損失及損害負責,及持卡人須彌償銀行因此所招致之一切損失、損害、責任、費用及開支。
- 持卡人有責任審閱及核對銀行向其發出的任何通知書、賬戶結單或確認書的每一項記錄,該定期結單可以電子形式透過網上銀行服務獲取,並在發現任何錯誤時,不妥及/或為未經授權的交易所訂立一個信用限額以內的從屬限額。
- 銀行有權於任何時候及毋須事先通知將(1)主卡持卡人於銀行結存款項,不論該款項是單獨或與其他人士共同持有,不論是往來、活期儲蓄或定期存款,亦不論是港幣或任何其他貨幣,用作抵銷還其信用卡賬戶銀行的總項(不論是因其本身使用信用卡或附屬卡持卡人使用信用卡所導致);或(2)附屬卡持卡人於銀行訂立之任何賬戶結存款項,不論該款項是單獨或與其他人士共同持有,不論是往來、活期儲蓄或定期存款,亦不論是港幣或任何其他貨幣,用作抵銷還其本身使用信用卡而銀行的總項。為抵銷款項,銀行可按其決定的兌換率或時關將任何非港幣貨幣兌換作港幣。
- 主卡持卡人須對透過使用主卡及/或附屬卡進行的任何及所有交易,或由主卡持卡人及/或附屬卡持卡人招致的債務及責任向銀行承擔責任。附屬卡持卡人應大對其透過使用附屬卡進行的任何及所有交易及/或由該項招致的債務及責任向銀行承擔責任。
- 持卡人根據合約所付之一切費用、收費及利息之詳情已載於收單內。持卡人須按收單支付款項(收費可於銀行的任何分行索取或書面索取)。銀行可將該項向銀行的條款及條件向持卡人發出通知後修改收費。
- 持卡人如預將向銀行發出少於14天事前書面通知取消信用卡及終止信用卡賬戶,惟儘管信用卡已被取消或信用卡賬戶已被終止,持卡人仍須負責一切透過使用信用卡所進行之交易,直至全數付清在合約項下之一切款項。於主卡終止後,據其發出的所有附屬卡將即時自動終止。持卡人若不接受銀行合約的及/或收費之任何修改,則持卡人應以前述方式終止合約。
- 本中文版僅供參考,若中、英文版有任何矛盾或歧異,概以英文版為準。

Cardholder(s) accept(s) and agree(s) to be bound by all the terms and conditions of Bank of Communications Pacific Credit Card Cardholder Agreement (the "Agreement"). Certain terms and conditions of the Agreement are summarized below for reference only. Cardholder(s) should read the FULL terms and conditions of the Agreement which shall prevail.

- The use or activation of the Credit Card which also includes the Internet Card (the "Card") by the Cardholder or the SIGNING by the Cardholder on the Card shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by all the terms and conditions of this Agreement. If the Cardholder confirms and activates the Card through the Phone Banking and/ or Internet Banking Services or Customer Services Hotlines (852) 2269 9699, the Cardholder is deemed to have accepted and agreed to be bound also by all the terms and conditions of the Bank's General Terms and Conditions for Banking Services relating to Phone Banking and/ or Internet Banking Services. Copies of the Bank's General Terms and Conditions for Banking Services are available at all branch and sub-branches of the Bank, and in the Bank's website at www.bankcomm.com.hk. If the Cardholder does not accept the Phone Banking and/ or Internet Banking Services, the Cardholder should apply to the branch or any sub-branches of the Bank in person, to cancel the Phone Banking and/ or Internet Banking Services.
- Cardholder(s) shall keep the Card(s) safely and the personal identification number(s) ("PIN") secret and destroy the original printed copy of the PIN(s) immediately. Cardholder(s) must not disclose the PIN(s) to any third party or allow any third party to use the Card(s) or the PIN(s). Cardholder(s) must never write down the PIN(s) on the Card(s) or together with the card account number or on anything usually kept with or near the card(s). Cardholder(s) must not write down or record the PIN(s) without disguising the same. Cardholder(s) shall report to Bank of Communications Co., Ltd., Hong Kong Branch (the "Bank") if the PIN(s) is/are disclosed or known to any other person and/or upon unauthorized use of the Card(s).
- Where an Internet Account has been opened for the Cardholder, a credit limit in such amount as determined by the Bank will be assigned to the Internet Account. Subject to the credit limit of the Internet Account and the terms and conditions of the Agreement, the Cardholder may from time to time set a sub-limit within the said credit limit of the Internet Account subject to the approval of the Bank by such means as from time to time determined by the Bank.
- Cardholder(s) is/are responsible for repaying any outstanding balance on time and/or immediately upon demand by the Bank and Cardholder(s) is/are liable for late charges if the required minimum payment is not made on or before the payment due date.
- The Principal Cardholder may if approved by the Bank repay the debit balances outstanding under his/her Card Account by instalments subject to such terms and conditions and the payment of such fees and charges as the Bank may from time to time determine.
- The Principal Cardholder may if approved by the Bank transfer his/her debit balances due to other authorised financial institutions in respect of credit cards or personal loans of whatever nature acceptable to the Bank to the Card Account subject to such terms and conditions and the payment of such fees and charges as the Bank may from time to time determine.
- In the event that the Cardholder(s) defaulted in payment, the Cardholder(s) is/are liable to pay all reasonable costs and expenses incurred by the Bank in the enforcement and recovery of the debts.
- Cardholder(s) shall not use the Card(s) for any illegal purpose and shall be fully liable for and indemnify the Bank against all losses, damages, liabilities, costs and expenses incurred by the Bank as a result of breach by the Cardholder(s).
- Provided that the Cardholder(s) has/have not acted fraudulently, with gross negligence or has/have not otherwise failed to inform the Bank as soon as reasonably practicable after having found that the Card(s) has/have been lost or stolen, the maximum liability of the Cardholder(s) for loss, theft or unauthorized use of Card(s) will be HK\$500. If the Cardholder(s) act(s) fraudulently or with gross negligence, the Cardholder(s) shall be fully responsible for all loss and damage arising out of or in connection with the loss, theft and/or unauthorized use of Card(s) and shall indemnify the Bank against all losses, damages, liabilities, costs and expenses incurred by the Bank as a result thereof.
- Cardholder(s) shall examine and verify the correctness of every entry in any advice, statement of account or confirmation issued by the Bank to the Cardholder(s) which may be in electronic form accessible through the Internet Banking Services and to notify the Bank immediately in writing of any wrongful, irregular and/or unauthorized entry or transaction. The advice, statement of account or confirmation shall in all respects be conclusive unless the Bank receives within 60 days from the date of such advice, statement of account or confirmation such a notification in writing from the Cardholder(s).
- The Bank is entitled to set off, at any time and without prior notice, (a) the credit balance in any account(s) of the Principal Cardholder, whether held singly or jointly with other(s) and whether on current savings or time deposit and whether in Hong Kong dollars or any other currency in or towards discharge of the total amount due to the Bank against the debit balance of the Card account(s) (be it attributable to the Principal Cardholder's own use or the Supplementary Cardholder(s) use of a Card) or (b) the credit balance in any account(s) of a Supplementary Cardholder, whether held singly or jointly with other(s) and whether on current savings or time deposit and whether in Hong Kong dollars or any other currency in or towards discharge of the total amount due to the Bank against the debit balance of the Card account attributable to his/her own use of a Card. For the purpose of set off of funds, the Bank may convert any other currency into Hong Kong dollars at such rates and at such times as the Bank may determine.
- The Principal Cardholder shall be liable to the Bank for any and all transactions effected through the use of the Principal card and/or the Supplementary card(s) and/or debts and liabilities incurred by the Principal Cardholder and/or the Supplementary Cardholder(s). A Supplementary Cardholder shall only be liable to the Bank for any and all transactions effected through the use of his/her Supplementary card and/or debts and liabilities incurred by him/her.
- All fees, charges and interests payable by the Cardholder(s) under the Agreement are more particularly set out in and shall be paid according to the Bank's Fees Schedule (copies of which are available at any branch of the Bank or upon written request). The Bank may from time to time revise the Fees Schedule by notifying the changes to the Cardholder(s) in accordance with the terms of the Agreement.
- The Cardholder(s) may at any time cancel the Card and terminate the Card(s) account by giving not less than 14 days' prior written notice to the Bank, provided that the Cardholder(s) shall remain liable for all transactions effected through the use of the Card(s) notwithstanding such cancellation and/or termination until all sums due under the Agreement are fully paid. Upon termination of a principal card, all supplementary card(s) issued thereto shall be automatically terminated. Cardholder(s) who do(es) not accept any amendment to the Agreement and/or the Fees Schedule proposed by the Bank may terminate the Agreement by the means aforesaid.
- The Chinese version is for reference only and in the event of any conflicts or discrepancies between the Chinese and English versions, the English version shall prevail.

關於個人資料(私隱)條例(「條例」)致客戶的通知

Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

- 個人資料(私隱)條例及客戶信貸資料
- 持卡人應向銀行提供有關獨立或延續賬戶及建立或延續銀行信貸或提供銀行服務的資料。
 - 若未能向銀行提供該等資料可能會導致銀行無法開立或延續賬戶或建立或延續銀行信貸或提供銀行服務。
 - 持卡人在銀行在延續正常業務運作中,銀行亦會收集持卡人的資料,例如:當持卡人開出支票或存款時。
 - 與持卡人有關的資料可能會用於下列用途:
 - 在持卡人與銀行進行的信貸資料,及每年進行一次或以上的定期或特別審查;
 - 編制及維持銀行的信貸評分模式;
 - 協助其他財務機構作信用檢查及追討債務;
 - 確保持卡人維持可靠信用;
 - 協助為持卡人使用的財務服務或有關產品;
 - 維持財務服務或有關產品;
 - 計算與持卡人之間的債務;
 - 向持卡人及為持卡人的責任提供抵押的人士追收欠款;
 - 向銀行或其任何分行/支行為履行任何對具有約束力的法規的規定而作出披露;
 - 銀行的責任在或透過轉讓人,或銀行對持卡人資料的權利參與人或附屬參與人評核意圖成為轉讓、參與或附屬參與的交易;及
 - 與上述有關的用途。
 - 銀行會將其持有關於持卡人個人資料,但銀行在認為有需要或適當時可把該等資料提供給下述各方(不論於香港、中國或其他香港以外的地區)作第(i)段列出的用途:
 - 任何轉讓人、承人或向銀行提供存款、電匯、電匯、付款或遺產結算或其他與銀行業務運作有關的服務的第三方服務供應商;
 - 任何對銀行有保險責任的人,包括已承接保持該資料保密的銀行集團內的公司或商戶或商業夥伴;
 - 銀行向銀行出票人提供已付款支票的副本(其中可能載有關於收款人的資料);
 - 信貸資料機構,及在持卡人欠賬時,則可將該等資料提供給代收賬款機構;
 - 銀行在根據對銀行或其任何分行/支行與法律約束力的規定有責任對其作出披露之任何人士;
 - 銀行的任何有關人員或銀行對持卡人資料的權利參與人或附屬參與人或受託人;
 - 銀行的任何分行、支行、附屬機構、控股公司、相聯公司或聯屬公司或受銀行控制的或與銀行受共同控制的公司。
 - 倘若銀行於上述第(i)段將持卡人資料提供予香港以外地區之人士或機構,而該(等)人士或機構所在地區的資料保障法例較香港的為寬鬆者,銀行將要求該(等)人士或機構向銀行作出書面保證法律基本相同的保護承諾。在任何情況下,銀行將會繼續負責將持卡人資料保密,除非條所提及或適用法律條文的條文之外,銀行不會向第三者披露。
 - 本銀行的條款、銀行條款及附屬條款及根據條例核准和發出的個人資料資料實務守則,任何持卡人應有:
 - 查核銀行是否有持他/她的資料及查閱該等資料;
 - 要求銀行改正任何有關他/她的不準確的資料;
 - 查詢銀行關於資料的政策及資料和報告知銀行的個人資料種類;
 - 查詢銀行有關資料的處理及個人資料類別,及獲銀行提供進一步資料,以便有關信貸資料機構或代收賬款機構提出更正關於其資料的資料;
 - 於該等清繳欠款而結束賬戶時,指示銀行要求該信貸資料機構,從資料庫刪除銀行曾經提供的賬戶資料,惟是項指示須於結束賬戶後五年內發出,而該賬戶在最後結束之前五年內,並無拖欠超過60天的記錄。假如該賬戶有拖欠超過60天的記錄,信貸資料機構可以保留有關記錄,直至全數清繳債務之日起計滿5年為止。或銀行接獲的解除遺產令生效日期起計滿5年為止,以較早發生者為準。
 - 根據條例的條文,銀行有權就處理任何有關資料的要求收取合理費用。
 - 任何有關於查閱或改正資料,或索取關於資料政策及價例及所持有的資料類型的要求,應向下列人士提出:
資料保護主任
交通銀行股份有限公司香港分行
香港 德輔道中210號
電話: (852) 2941 9811 / (852) 2973 8888 傳真: (852) 2810 6993
或
銀行在該信貸資料申請時,可能參考由信貸資料機構提供有關持卡人的信貸報告。假如持卡人有意索取有關報告,可向下列機構提出「個人資料部」
環聯實業有限公司
香港九龍彌敦道九號東匯大廈第六座1006室
電話: (852) 2577 1816 傳真: (852) 2578 4425

Personal Data (Privacy) Ordinance and Consumer Credit Data

- From time to time, it is necessary for the Cardholders to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- It is also the case that data are collected from the Cardholders in the ordinary course of the continuation of the banking relationship, for example, when the Cardholder opens or continues an account or obtains or continues banking facilities.
- The purpose for which data relating to the Cardholders may be used are as follows:-
 - the daily operation of the services and credit facilities provided to the Cardholders;
 - conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - creating and maintaining the Bank's credit scoring models;
 - assisting other financial institutions to conduct credit checks and collect debts;
 - ensuring ongoing credit worthiness of the Cardholders;
 - designing financial services or related products for the Cardholders' use;
 - marketing financial services or related products;
 - determining the amounts owed to or by the Cardholders;
 - collection of amounts outstanding from the Cardholders and those providing security for the Cardholders' obligations;
 - meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches/sub-branches;
 - enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Cardholders to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - data held by the Bank relating to the Cardholders will be kept confidential but the Bank may, where it considers necessary or appropriate, provide such information to the following parties (whether in Hong Kong, China or elsewhere outside Hong Kong) for the purposes set out in paragraph (f) above:
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing services to the Bank in connection with the operation of its business;
 - any other person under a duty of confidentiality to the Bank including a group company of the Bank or a merchant or business partner which has undertaken to keep such information confidential;
 - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - credit reference agencies and, in the event of default, to debt collection agencies;
 - any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches/sub-branches;
 - any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Cardholders; and
 - any of the branches, sub-branches, subsidiaries, holding companies, associated companies or affiliates of companies controlled by or under common control with the Bank.
- If the Bank provides the Cardholders' data to any of the parties mentioned under paragraph (e) above outside Hong Kong, the Bank will impose confidentiality undertakings substantially similar to the data protection laws in Hong Kong on such party if it is subject to less stringent data protection laws in the relevant overseas jurisdiction. In any event, the Bank will remain responsible for ensuring the confidentiality of the Cardholders' data. All such Cardholders' data will be kept confidential and will not be disclosed to third parties except as provided in this Clause or as required by applicable law.
- Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any Cardholder has the right:-
 - to check whether the Bank holds data about him/her and of access to such data;
 - to require the Bank to correct any data relating to him/her which is inaccurate;
 - to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and if no time did the account have a default of payment lasting in excess of 60 days within five years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default or five years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
- In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:-
The Data Protection Officer
Bank of Communications Co., Ltd. Hong Kong Branch
20 Pedder Street Central, Hong Kong
Tel.: (852) 2841 9811 / (852) 2973 8888 Fax: (852) 2810 6993
- The Bank may have obtained a credit report on the Cardholder from a credit reference agency in considering any application for credit. In the event the Cardholder wishes to access the credit report, please contact the following institute:
Consumer Relations Department
TransUnion Limited
Suite 1006 Tower 6, The Gateway
9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Tel.: (852) 2577 1816 Fax: (852) 2578 4425