



## THE PLATINUM CARD® CARDMEMBER AGREEMENT (effective date: November, 2022)

HK035003E 11/24

**IMPORTANT** Please read these Conditions carefully. If you keep or use the Card, you are agreeing to these Conditions. If you do not accept these Conditions, please destroy the Card immediately and return it to American Express International, Inc.

### 1. DEFINITIONS

"Account"	Any account we maintain in relation to the Card
"Supplementary Cardmember"	Individual receiving a Supplementary Card at the request of the Basic Cardmember
"American Express Group"	American Express Company and its subsidiaries and affiliates
"Basic Cardmember"	The individual in whose name the Card Account was opened
"Card"	Any credit card, whether a basic or supplementary card and including a cobrand Card issued by us to operate the account including Basic and Supplementary Cards
"Charge"	A transaction made with the Card, whether or not a Record of Charge is signed and all other amounts payable under these Conditions including annual fee, late payment charges or other fee
"Cobrand Card"	Any Card issued by us in co-operation with a cobrand Partner
"Cobrand Partner"	The company whose name and/or logo appears on any cobrand Card
"Conditions"	These conditions of use
"Merchant"	A business or organization which accepts the Card for payment
"Principal"	The total of all Charges minus all fees and charges payable under these Conditions
"We", "Our" and "Us"	American Express International, Inc.
"You", "Your", and "Cardmember"	The individual named on the enclosed Card
"Notice"	Amex's Notice to Customers relating to the Personal Data (Privacy) Ordinance

### 2. USE OF THE CARD

- (1) You must sign the Card immediately, and only use the Card in accordance with these Conditions and within the validity dates at the back.
- (2) The Card is for your use only. You must not give the Card or your Account number to others or allow anyone else to use the Card for Charges, identification or any other purpose. If you do, you will be liable for all Charges incurred on the Card as a result.
- (3) You must not return any goods, tickets or services obtained with the Card for a cash refund. The Merchant may agree to issue a credit to your Card Account.
- (4) Only use the Card if you honestly expect to be able to pay your Account in full on receipt of your monthly statement.
- (5) You must only use the Card for genuine purchases of goods or services and not for any illegal or improper purposes, as may be determined by us in our discretion. This means, by way of example only and without limitation, that you cannot use the Card to purchase anything from a merchant that you or any third party related to you has any ownership interest in for cash flow purposes, or to conduct any illegal gambling transactions. If we believe that any illegal or improper use has occurred, we have the right to refuse the request for authorization of the Charge.

### 3. CREDIT LIMIT

The Card Carrier enclosing the Card shows the credit limit that is applicable to your Card ("Credit Limit"). If your outstanding balance exceeds the Credit Limit, an overlimit charge will not be debited to the Card account. You may apply to increase or decrease your Credit Limit at any time. Notwithstanding the foregoing, we may reduce your Credit Limit at any time in our sole discretion with or without prior notice to you, depending on the particular circumstances, such as a reasonable assessment of the credit risks of the Card Account, including but not limited to your payment record and information available to us from credit reporting agencies or any material adverse change to your personal circumstances.

### 4. LIABILITY FOR CHARGES

(1) Your liability for Charges made with the Card bearing your name is as follows :

<b><i>If you are....</i></b>	<b><i>You are liable for....</i></b>
<b>Basic Cardmember</b>	All Charges on any Card issued to you or any Supplementary Cardmember.
<b>Supplementary Cardmember</b>	All Charges on any Supplementary Card issued to you.

### 5. STATEMENT

We will send statements to the Basic Cardmember. The statement will include details of Charges (including Fees), Finance Charges, Statement Date, Previous Balance, Credits, Current Balance, Credit Limit, Credit Limit Available at Statement Date, Payment Due Date and Minimum Payment.

### 6. FEES AND FINANCE CHARGES

- (1) We reserve the right to vary your Annualised Percentage Rate for Retail Purchase upon reviewing your Account and repayment history from time to time. The Card Fees and Charges Schedule accompanying these Conditions show the fees and Annual Finance Charge Rates applicable to your Card. We may change the fees and Finance Charge Rates by giving you up to 60 days' prior notice, in accordance with the applicable laws.
- (2) The annual fee is payable in respect of the benefits and privileges (excluding any credit facility) offered to you in connection with your Card.
- (3) Finance Charges are not payable on Charges, other than Balance Transfers, if you pay the outstanding balance in full by the Payment due date each month.
- (4) If you do not make payment in accordance with clause 6(3) above, Finance Charges will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full; and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.
- (5) Finance Charges are calculated by multiplying:
  - (i) the daily balance of Charges (including new Charges) on which Finance Charges are payable; by
  - (ii) the daily percentage Finance Charge rate, to get the daily Finance Charge amount, and then adding up the daily Finance Charge amounts for the applicable statement period.

(6) Finance Charges are debited to your Credit Card Account on the last date of each statement period and are shown on your statement.

## 7. MINIMUM PAYMENT

You must pay the Minimum Payment shown in each monthly statement by the due date shown on that statement. The Minimum Payment is calculated as the highest of the following three amounts:

- (i) 1.5% of outstanding Principal plus 100% of Finance Charges, interest, fees (including annual membership fee) and all other applicable charges; or
  - (ii) 4% of your outstanding balance; or
  - (iii) HK\$300,
- plus any overdue minimum payments and any amount exceeding your credit limit. You can also pay us anything up to your outstanding balance at any time.

## 8. LATE PAYMENT CHARGES

If we do not receive payment of the Minimum Payment shown on the monthly statement by the Payment Due Date, then your account will be subject to Late Payment Charges. Any Late Payment Charge will be debited to the Card Account on the following statement date.

## 9. PAYMENTS

- (1) You must pay us in the currency in which we bill you. When applying your Minimum Payments, you agree that we may apply it in whichever order we determine in our discretion. For payments in excess of your Minimum Payment, we apply it first to the balance with the highest Finance Charge, and then to balances with lower Finance Charges in descending order.
- (2) If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions.
- (3) Please send payments for your Credit Card Account separately from payments for any other American Express Card Account, otherwise we will have discretion to apply payments to either account or between the accounts.

Note: As some payment methods may require more processing time, we encourage you to pay your bills early to avoid incurring late fee and interest charges. Different payment channels have different cut-off times and the cut-off time is at the discretion of each such payment channel. Please ensure that American Express receives your payment before payment due date to avoid incurring late fee and interest charges.

## 10. DEFAULT

We may consider your Card Account to be in default if you fail to pay us any payment when it is due, if you attempt to exceed your Credit Limit, or if you breach any obligation under these Conditions. Upon default, we reserve the right at any time and without prior notice to (i) revise the Credit Limit Available; (ii) declare the entire amount of your obligations to us immediately due and payable (including transactions not yet debited to your account); and (iii) suspend or cancel your Credit Card Account privileges.

## 11. LOST, STOLEN OR MISUSED CARD

- (1) You must notify us at once if the Credit Card is lost or stolen or if a renewal Credit Card has not been received or if you suspect that the Credit Card is being used by someone else or any unusual suspicious transaction.
- (2) You will not be liable for any unauthorised Charges made after we receive notice, and your maximum liability for unauthorised Charges prior to notifying us shall be HK\$250, provided that you have not been involved in or benefited from misuse of the Credit Card. A replacement card fee may be charged to replace any lost or stolen Card.

## 12. ENFORCEMENT EXPENSES

We may take such action as we consider necessary to recover overdue amounts including use of a third party collection agency. You will reimburse us for reasonable costs including reasonable legal fees.

## 13. FOREIGN CURRENCY CHARGES

If you make a Charge that is submitted to us in a currency other than Hong Kong Dollars, or if we receive a refund in a foreign currency, that Charge or refund will be converted into Hong Kong Dollars. The conversion will take place on the date the Charge or refund is processed by American Express, which may not be the same date on which you made your Charge or refund as it depends on when the Charge or refund was submitted to American Express. This means that the exchange rate used may differ from the rate that is in effect on the date of the Charge or refund. Exchange rate fluctuations can be significant. If the Charge or refund is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge or refund amount into U.S. Dollars and then by converting the U.S. Dollar amount into Hong Kong Dollars.

If the Charge or refund is in U.S. Dollars, it will be converted directly into Hong Kong Dollars. Unless a specific rate is either required by applicable law or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 2%. We call this conversion rate the 'American Express Exchange Rate'. The American Express Exchange Rate is set each business day. Changes in the rate will be applied immediately and without notice to you. You can find our rates by calling us at the number on the back of your Card. You may sometimes be offered the option to settle foreign currency Charges in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not American Express. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the Charges are entered into since settling foreign currency Charges in Hong Kong dollars may involve a cost higher than the conversion commission. Since a Charge converted via the merchant or other third party, will be submitted to us in Hong Kong Dollars, we will not apply a conversion commission.

The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because: (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; and (ii) any currency conversion commission charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

## 14. DISHONoured PAYMENTS

If any cheque, direct debit or other payment instrument from or for you is not honoured in full, you agree to pay us the dishonoured amount and we may charge you an administration fee.

## 15. PROBLEMS WITH BILLS OR PURCHASES

- (1) You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us no later than 60 days from the statement date otherwise we shall regard the statement as conclusive. We will take reasonable steps to assist you to resolve disputed Charges by providing information about the disputed Charge. If we agree to give you a temporary credit for a disputed amount, you must pay us for all other Charges.
- (2) Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.
- (3) If a Merchant issues a credit for a Charge, we will credit the amount to your Account on receipt.

## 16. RENEWAL / REPLACEMENT CARDS

- (1) We shall issue you with a renewal Card when the current Card expires. You agree to pay the annual Card fee (if any) when we bill you, unless you notify us within 30 days of the billing date that you wish to cancel the Card.
- (2) We reserve the right to replace the Card in the event the Card as a product line is discontinued for any reason whatsoever with another card issued by us at our discretion.

## 17. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

- (1) You must comply with exchange control, tax and any other laws which apply to your use of the Card.
- (2) You must pay any government tax, duty or other charge imposed by law in respect of the Card, your use of it or any amount debited or credited to your Account. We may charge to your Account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

## 18. YOUR PERSONAL INFORMATION

- (1) In this section, and elsewhere in these Conditions, "Amex" means American Express International, Inc., Hong Kong Branch.
- (2) A copy of the Notice has been provided to you and is also available at [americanexpress.com.hk](http://americanexpress.com.hk) (please click on the "Notice to Customers relating to the Personal Data (Privacy) Ordinance" hyperlink available at the bottom of the page). The Notice explains how Amex will handle your personal information. It sets out the purposes for which your personal information will be used, to whom your personal information may be disclosed, summarises your rights under the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (including your right to opt-out from the use of your personal information for direct marketing purposes) and gives details of an Amex officer to contact about your personal information. Your personal information is important. You should read the Notice carefully to ensure you understand your rights and how Amex will use your personal information. You should also read the declarations contained in the application form before applying for a Card and, if you do not want to receive direct marketing, make the appropriate selection(s) to opt-out.
- (3) You are entitled at any time to request access to information we hold about you or your Account and to update and correct such information. We may impose a modest charge to cover the costs of complying with access requests. Requests should be made in writing to the Amex Data Protection Officer, 18/F, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong. Please refer to the Notice for more details.
- (4) By applying for a Card, you will be agreeing to Amex's use of your personal information in accordance with the terms in the application form, these Conditions and the Notice, subject to your specific selections in the form.

## 19. CONTACTLESS PAYMENTS

Cards issued on your Account may be equipped to enable contactless payments. Contactless payments enable you to make transactions simply by holding your Card against a card reader without having the Card swiped or imprinted, up to the limits set by us. Please ensure your card is kept securely. We may deactivate contactless payments at any time.

## 20. RECURRING PAYMENTS AND CARD NOT PRESENT CHARGES

- (a) If you use the Card to buy goods or services requiring regular or installment payments under any installment plan offered by us (which is governed by a separate agreement), such as insurance premiums, you give us permission to make payments to the Merchant for you when due ("Recurring Payments"). It is your responsibility to inform Merchants of any changes to your Card (such as Card number and expiry date) or Account used for Recurring Payments, and you should do so promptly to avoid any disruption of Recurring Payments and the provision of goods or services by the Merchant. You authorize us to continue the Recurring Payments and agree to be responsible for all Recurring Payments (including but not limited to those charged to a Card that has been replaced) until the Merchant stops charging the Recurring Payments to your Card or your Card Account is cancelled. If your Card Account is cancelled because you transfer to a different Card type, we may continue to process your Recurring Payments for a period of 60 days after cancellation. We are not liable for any loss, expenses, delays, neglect or omission in the processing of your Recurring Payments or for any unsuccessful payment.
- (b) Card Not Present Charges. You may authorise a merchant to charge a transaction to your account without presenting your Card ("Card Not Present Charges"). In certain circumstances merchants may retain your Card information in order to facilitate processing of future Card Not Present Charges. In the case of a replacement or renewal Card, it is your responsibility to contact the merchant and provide replacement Card information. In order to avoid potential disruption of these Card Not Present Charges, we may continue to process Card Not Present Charges made by you on a Card which has been replaced or renewed. If your Card is cancelled because you transfer to a different Card type, we may continue to process your Card Not Present Charges for a period of 60 days after cancellation.

## 21. AUTHORISATION & SUSPENSION

We may refuse any request for authorisation of any Charge without giving notice to you. We may suspend your right to use the Card at any time without notice. We may, at our discretion, restore your use of the Card on conditions determined by us.

## 22. CANCELLATION

- (1) The Card remains our property. This means you must give the Card back if we ask you to do so at any time, for any reason. A Merchant or any other party we nominate may collect the Card on our behalf.
- (2) If we cancel the Card without cause we will refund a portion of the annual fee (if any). If the Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once.
- (3) If you cancel the Card, we will refund the annual fee if you notify us of your intention to do so within 30 days of the date of the statement on which the annual fee appears. For cancellations after this 30-day period, the annual fee is non-refundable.
- (4) You may cancel the card issued to you at any time, and the Basic Cardmember can cancel a Supplementary Card at any time, by notifying us and destroying or returning the Card to us. The Basic Cardmember will be responsible for any charges incurred on the Supplementary Card until the Card is destroyed or returned to us. American Express shall not be responsible for resolving private disputes between the Basic and Supplementary Cardmembers.
- (5) Upon cancellation all outstanding amounts on your Account are payable immediately. Your Account will be closed when you return all Cards and you have paid off all the amounts you owe.

## 23. OUR LIABILITY

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

## 24. INSURANCE INTERMEDIARY

We identify insurance providers and products that may be of interest to you. In this role we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity outside of the country may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

## 25. INTEREST-FREE INSTALMENT PROGRAM

- (1) From time to time, we may offer an instalment program ("Instalment Program"), which allows eligible Cardmembers to elect to settle a Charge at certain Merchants in Hong Kong by deferred payment by completing an Instalment Program Record of Charge ("ROC"). The Instalment Program is only available if the Charge is HK\$2,000 or more and may only be used at participating Merchants.
- (2) The total amount of the Charge will be billed to the Cardmember in equal monthly instalments during the period of deferment selected by the Cardmember on the Instalment Program ROC, the first such instalment falling on the first statement following the date on which the Cardmember incurs the Charge. Your Credit Limit will be reduced by the total amount of the Charge upon the Instalment Program being approved by American Express and will be restored as and to the extent each instalment amount is paid to American Express.
- (3) You can pay the entire unpaid amount under the Instalment Program at any time, and you must tell us by calling us. We will then show the entire unpaid amount under the Instalment Program as payable on your next monthly statement. If you do not inform us that you wish to prepay, we will record the payment as a credit on your Card Account and accordingly, this credit will not reduce the balance of the outstanding amount under the Instalment Program or future instalments.
- (4) Any unpaid amounts under the Instalment Program shall become payable immediately, upon the cancellation or revocation of your Card or the Instalment Program.
- (5) Notwithstanding anything to the contrary elsewhere in these Conditions, any dispute or complaint of a Charge made under an Instalment Program must be raised directly with the relevant Merchant. Notwithstanding any current or future claim a Cardmember may have against a Merchant, all amounts payable to American Express under the Instalment Program shall continue to remain payable.

## 26. CHANGING THESE CONDITIONS AND THE NOTICE

- (1) We may vary these Conditions and the Notice at any time by giving you up to 60 days' prior notice, in accordance with the applicable laws.
- (2) We will assume you agree to the change if you keep or use the Card after notification.
- (3) If you do not accept any change to these Conditions or the Notice you must cancel the Card by notifying us and destroying it or returning it to us. We will then refund a pro-rata portion of the annual fee (if any).
- (4) You will still be liable for all Charges incurred before the Card is returned or destroyed.
- (5) No waiver or amendment of these Conditions or the Notice is valid unless we have agreed to it in writing.

## 27. NOTICES

- (1) We will send any billing statement or notice to your stated billing address.
- (2) If you agree, we may deliver statements to you electronically.
- (3) You must notify us immediately if your name or billing address or mobile number or electronic mail address changes.
- (4) We may charge a supplementary annual account fee for billing addresses outside the country in which the Card was issued to you.
- (5) We may send any notices or other correspondence to you by ordinary prepaid post or by such other channels as we deem appropriate (such as electronic mail). All such notices and correspondence to be given by us will be validly given if dispatched to the billing address or email address we have on file for you and will be deemed to be received by you within a generally acceptable time of that means of communication.

## 28. GENERAL

- (1) We may charge an administrative fee if you request a duplicate statement or Record of Charge.
- (2) Details of fees, late payment and other expenses applicable at the date of printing these Conditions and which we may apply to your Account are contained in the separate notice "Fee Schedule" supplied with these Conditions. We reserve the right to amend and update such fees, charges and expenses from time to time and we will provide you with up to 60 days' prior notice, in accordance with the applicable laws.
- (3) We may assign our rights and obligations under these Conditions and the Notice at any time without your consent.
- (4) If at any time any of the Conditions is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining Conditions shall not be affected.
- (5) The laws of Hong Kong govern these Conditions and the Notice. If there is any difference between the English language text of these Conditions and the Notice and the Chinese language text, for all purposes the English language text shall be final and conclusive.

## IMPORTANT FRAUD PREVENTION TIPS

- (1) Treat your American Express Card like cash and don't leave it unattended. After each purchase, check that you have your Card back. Protect your wallet and be mindful of pickpockets.
- (2) If you receive fraudulent telephone calls, voice messages or emails, please do not disclose your personal details to suspicious third parties. You can call us through the 24-hour Customer Service Hotline shown at the back of your Card, to verify the caller's identity if in doubt.
- (3) Report any lost Card immediately. Enroll your Card in American Express online services to review your charges regularly at your convenience. Regular change of password is essential for the protection of your personal account.
- (4) Any person with your device passcode or biometric identifier (i.e. fingerprint, iris or face) registered to your device will be able to access your account or make payments. Do not let anyone else register their fingerprint or iris to your device. You must keep your device safe and secure at all times, and your device passcode secret. Call us immediately using the number on the back of your Card if you believe that your device/authentication factors has been lost, stolen or your credentials compromised in any way.
- (5) Do not disclose the Card account password, authentication factors, the One-Time-Password, Card Identification Numbers (CID), telephone service password or Card account number to anyone else and take reasonable measures to secure the Cards and authentication factors secret to prevent fraud.
- (6) Cardmembers should destroy the original printed copy of the PIN (if applicable).
- (7) Be cautious about the risks associated with the adoption of biometric, soft token or device binding as one of the authentication factors used for initiating relevant transactions (e.g. contactless mobile payments) and the relevant protection measures to secure the devices and authentication factors.
- (8) Do not allow anyone else to use your Cards, personal identification numbers (PINs), One Time password, and authentication factors.
- (9) Never write down the PIN/ Card Identification Numbers (CID) on the Card or on anything usually kept with or near it.
- (10) Do not write down or record the PIN without disguising it.
- (11) Ensure that the contact details registered with American Express for the purpose of receiving important notifications from the card issuer (for example, SMS and email notifications for online payments) are up-to-date to allow the relevant notifications to be delivered to you on a timely basis.
- (12) Never keep your PIN or password in your wallet, purse or diary, or record it in a way that others could understand.
- (13) Never select a PIN or code that is easily associated with you, such as your date of birth, or a number that can be found on other items that are contained in your wallet or purse.
- (14) Beware of any parties that call or email you and request your PIN, password or security information. If an American Express representative phones you, they will never ask you for this information. We would only request your account details and password if you called us.
- (15) Do not use easily accessible personal information, such as telephone numbers or date of birth to set device passcode or online card account password. Cardmembers should not use the PINs for accessing other services (for example, connection to the internet or accessing other websites).

# 美國運通白金卡會員協議 (生效日期: 2022年11月)

**重要聲明:** 請小心地詳閱本使用條款。若閣下保存或使用信用卡，閣下則同意本使用條款。若閣下不接受任何之條款，請立即將信用卡剪成兩截並退回本公司。

## 一. 定義

「賬戶」指本行就信用卡所維持之任何賬戶；「附屬卡會員」指按基本卡會員所提出之要求下而接獲一張美國運通附屬信用卡之人士；「美國運通集團」指[美國運通公司]、其附屬公司及附屬成員；「基本卡會員」指開立信用卡賬戶之人士；「信用卡」指為操作賬戶而由本行發出的任何信用卡，不論是基本卡或附屬卡，及聯營卡，包括基本卡及附屬卡；「費用」指以信用卡所作出的交易，不論有否簽署任何費用記錄，及根據本條款須繳付的所有其他款項包括年費、逾期付款費用或其他收費；「聯營卡」指本行與聯營夥伴合作而發出的信用卡；「聯營夥伴」指其名稱或標誌出現在任何聯營卡上之公司；「條款」指所有條款；「商店」指接受信用卡付款之商號或機構；「本金」指把總費用減除所有條款下該繳付的費用及收費；「本行」及「本行之」指美國運通國際股份有限公司；「閣下」、「閣下之」及「信用卡會員」指姓名印在內附信用卡之人士。「通知書」指「美國運通致客戶有關《個人資料(私隱)條例》通知書」。

## 二. 信用卡之使用

- 閣下必須立即簽署信用卡，並在信用卡背面上所示之有效日期內按本條款使用信用卡。
- 信用卡應只由閣下使用。閣下不能給予或准許任何人士使用閣下之信用卡或以作為身份證明及任何其它用途，否則閣下將就使用信用卡所招致之所有費用負上法律責任。
- 閣下不能退回使用信用卡所獲取之任何貨品、發票或服務，以換取現金。有關商店可同意將款項貸記入閣下之信用卡賬戶。
- 閣下只可在閣下真誠地認為可在收取閣下之月結單時能夠完全繳付閣下之賬戶結欠才可使用信用卡。
- 閣下只可將該卡用於真正購買貨物或服務之用途，而非任何非法或不當之用途，我們可酌情決定該等用途是否非法或不當。這表示(只作為例子且不限於)閣下不能使用該卡向閣下擁有任何所有權權益的或向與閣下有連連的任何第三方擁有任何所有權權益的商戶購買任何物品作現金周轉用途，或者進行任何非法賭博交易。如果我們相信曾有任何非法或不當使用的情況發生，我們有權拒絕授權簽賬的要求。

## 三. 信用額

現用以寄奉信用卡予閣下之卡套已列明適用於閣下信用卡之信用額(「信用額」)。若閣下之總結欠超過該信用額，本行將不會扣取超過信用限額的費用。閣下可於任何時候申請要求增加或減少閣下之信用額。不管有沒有向閣下作出事先通知，儘管有上述規定，本行可根據特殊情況全權於任何時候減少閣下之信用額，例如向閣下信用卡賬戶作出合理信貸風險評估，包括依據(但不限於)閣下賬戶內之還款記錄、信貸資料服務機構有關閣下的信貸資料或任何有關閣下個人狀況的重大不良轉變。

## 四. 對費用之責任

- 閣下對印有閣下姓名的信用卡費用之責任如下：

若閣下屬於	則閣下之責任為如下
基本卡會員	所有就使用向閣下或任何附屬卡會員發出之信用卡簽賬之費用。
附屬卡會員	所有就使用向閣下發出之任何附屬卡簽賬之費用。

## 五. 月結單

本行會向基本卡會員寄上月結單。月結單將列明所有費用詳情(包括收費)、財務費用、月結單日期、前單結餘、信貸、月結單結欠、信用額、在結單日期時之尚餘信用額、到期付款日期及最低付款額。

## 六. 費用及財務費用

- 本行會不時檢討閣下的賬戶及還款紀錄，保留任何更改閣下的零售簽賬實際利率之權利。隨附於本條款之信用卡收費表列出了適用於閣下信用卡之收費及有關財務費用年息。根據適用之法規，本行可以透過給予閣下長達六十天預先通知以更改收費及有關財務費用年息。
- 閣下擬支付之年費為所持有信用卡提供的權益及禮遇(不包括信貸服務)。
- 如閣下於每月到期付款日期前已全數付清閣下在前期月結單上之未清還結餘，閣下無須就費用(結餘轉戶除外)繳付財務費用。
- 如閣下未能就上述第六(3)條規定繳付費用，財務費用將根據(i)未清付之結單結欠由前一個結單日起每天計算，直至所有結欠繳清為止;和(ii)每項新簽費用(於前一個結單日後)由交易日期起每天計算，直至全部結欠繳清為止。
- 財務費用之計算方法如下：
  - 將須支付財務費用之每日結餘(包括新簽費用)乘以
  - 財務費用日息，以獲每日財務費用；後將適用月結單期間內的每日財務費用加起來。
- 財務費用將於每一月結單期間之最後一天，從閣下之信用卡賬戶扣除並在閣下之月結單上列出。

## 七. 最低付款額

閣下須在每一月結單內列明之到期付款日期繳付列明在該月結單上之最低付款額。最低付款額應為下列三項款項中最高一項：

- 未償還本金之1.5%，加上100%的財務費用、利息、收費(包括年費)及所有其他適用之收費；或
- 閣下未償還餘額之4%；或
- HK\$300，

另加任何逾期最低還款額及任何超出信用限額之金額。閣下亦可於任何時候繳付不高於未償還餘額之款項。

## 八. 逾期付款費用

若本行在到期付款日期前仍未收到閣下月結單上列明之最低付款額，則本行將收取逾期付款費用。逾期付款費用會在隨後的月結單從閣下之信用卡賬戶扣除。

## 九. 付款方法

- (1) 閣下須以本行向閣下發出之月結單上指明之貨幣付款。本行可酌情決定閣下之最低付款額之運用次序。至於超出最低付款額之金額，本行會按由高至低次序，先繳付最高之財務費用款項，然後再繳付較低之財務費用款項。
  - (2) 若本行接受逾期付款或部分付款或接受任何付款作為若干爭議之全數和解，本行將不會喪失任何法律或按本條款所賦予之任何權利，及並不代表本行同意更改本條款。
  - (3) 閣下應為閣下之信用卡賬戶及任何其他美國運通卡賬戶分別付款，否則本行可酌情將付款撥入任何其中之一的賬戶或任何其他賬戶。
- 注意：由於個別付款方法可能需要較長的處理時間，而截數時間亦各有不同，截數時間需以個別付款機構為準。閣下應確認截數時間及確保美國運通能於付款日期前收到款項，以避免產生逾期付款收費及利息。

## 十. 違約

如閣下未能在任何款項到期日或之前向本行付款或閣下企圖超出使用閣下之信用額或閣下違反本條款內之任何責任，則本行有權將閣下之信用卡賬戶視為違約。在違約之情況下，本行保留權利在任何時候，並不會作出事先通知下 (i) 修訂尚餘信用額；(ii) 宣告閣下應向本行履行的責任下之所有款項立即到期及須繳付(包括尚未在閣下賬戶扣賬之交易)及 (iii) 暫停或取消閣下信用卡賬戶之優惠。

## 十一. 信用卡之遺失、盜竊及誤用

- (1) 若閣下遺失信用卡或信用卡被盜竊或閣下未有收到就更換信用卡之新信用卡或若閣下懷疑信用卡被他人使用或不尋常之可疑交易，閣下須立即通知本行。
- (2) 在本行接獲通知後，閣下不需就任何未授權之費用負上法律責任。閣下在未通知本行前所產生之未授權費用之最高法律責任為HK\$250，惟閣下不得參與該等信用卡有關之誤用或任何利益。如因遺失或被竊而須本行補發新卡，本行將收取行政費用。

## 十二. 執行費用

本行可採取本行認為需要之行動以追討逾期款項包括聘用第三者收數代理機構。閣下須墊付本行合理收費包括合理的法律費用。

## 十三. 外幣費用

若本公司收到閣下以港元以外的貨幣所產生之費用或外幣退款，該費用或退款將兌換成港元。兌換將於美國運通處理有關費用或退款當日進行，該日未必是閣下產生該費用或退款之日，因其取決於該費用於何時呈交美國運通。這代表外幣兌換匯率或會與閣下產生該費用或退款之日不同，外幣兌換匯率能有重大波動。若有關費用並非美元，兌換或退款將透過美元進行，將有關費用款額兌換成美元，繼而將有關美元款額兌換或退款成港元。

若有關費用或退款是美元，則直接被兌換成港元。除非適用法例規定特定匯率或在當地的常規和協議下所產生之費用或退款（在這種情況下，我們將符合該常規和協議），否則閣下明白並同意美國運通庫務系統將會採用的兌換率乃依據其於處理費用之日前的營業日，從慣用業內來源所選出的銀行同業匯率，再加上2%的一次單獨兌換手續費。本公司稱此外幣兌換匯率為“美國運通外幣兌換匯率”。美國運通外幣兌換匯率會於每個工作天設定。匯率之變動會即時生效並不作另行通知。您可致電卡背面的號碼查詢有關美國運通外幣兌換匯率。閣下可能有機會於海外讓您選擇以港元結算外幣費用，這種選擇均由海外商戶直接提供而非美國運通。在此情況下，您可在結算前詢問商戶其外幣兌換匯率和手續費，因為以港元結算外幣之費用有可能高於本公司之兌換手續費。通過商戶或第三方轉賬之費用將以港元提交予我們，因此兌換手續費並不適用。

以外幣簽賬的任何退款款額將一般有利於原本簽賬的款額，原因是：(i) 在大部份的情況下，退款時所適用的匯率將與簽賬所適用的原本匯率不同；及(ii) 原本購物所收取的任何貨幣兌換手續費將不予退款。然而，我們不會對退款款額收取額外的貨幣兌換手續費。

## 十四. 付款不兌現

若由或為閣下發出之支票、直接扣賬或其他付款指示不能完全兌現，閣下同意支付本行未能兌現之款額及本行可向閣下收取行政費用。

## 十五. 單據或購買之問題

- (1) 閣下有責任向本行確認閣下每一月結單之準確性。若閣下對任何一項費用提出爭議，閣下必須在不遲於該月結單日期60天內通知本行，否則該月結單將被本行視為終局性的。本行將採取合理步驟以協助閣下解決有爭議性的費用，並提供就該具爭議性費用的資料。若本行同意就一項具爭議性的款項給予閣下暫時信貸，閣下必須向本行繳付所有其他費用。
- (2) 除非法律另有要求，本行對使用信用卡而獲取之貨品或服務或若任何商店不接納信用卡將不負上法律責任。閣下必須向有關商店直接提出任何索償或爭議。閣下沒有權利就該索償或爭議而不向本行付款。
- (3) 若任何商店就一項費用給予閣下信貸，本行將在收到該款項後貸記入閣下之賬戶。

## 十六. 更換 / 補發信用卡

- (1) 當現時之信用卡到期，本行將向閣下更換及發出一張新信用卡。當本行向閣下發出賬單時，閣下同意支付信用卡年費(如有)，除非閣下以賬單日期起計30天內通知本行閣下欲取消信用卡。
- (2) 如本行於任何原因及情況下終止發出信用卡，本行將保留權利補發另一張美國運通卡予閣下。

## 十七. 外匯管制、稅務及法律要求

- (1) 閣下必須遵守適用於使用閣下之信用卡之外匯管制、稅務及任何其他法律。
- (2) 閣下必須繳付任何法律規定就信用卡或信用卡之使用而徵收之政府稅項、徵稅或其他費用或任何借記或貸記入閣下賬戶之款項。本行可將該全部款項或該款項之合理部分(由本行決定)在閣下之賬戶記賬及預先進行該等記賬，除非法律不允許。

## 十八. 閣下的個人資料

- (1) 在本條款內，以及本條款的其他處，「美國運通」指美國運通國際股份有限公司香港分行。
- (2) 本行已向閣下提供通知書，閣下亦可於[americanexpress.com.hk](http://americanexpress.com.hk)下載(請於網頁底部按「致客戶有關個人資料(私隱)條例(「條例」)通知書」之超連結)。通知書會解釋美國運通如何處理閣下的個人資料，列明閣下的個人資料所作用途、閣下的個人資料會向哪些人披露，以及概述閣下根據《個人資料(私隱)條例》(香港法例第486章)的權利(包括閣下選擇不將個人資料用作直銷用途的權利)，並提供處理閣下個人資料的美國運通職員的聯絡詳情。閣下的個人資料是重要資料。閣下應仔細閱讀通知書，以確保閣下理解閣下的權利及美國運通將如何使用閣下的個人資料。閣下在申請信用卡前，亦應閱讀申請表所載的聲明，如閣下不希望收到直銷資料，請在適當處選擇取消項目。
- (3) 閣下有權隨時要求查閱本行持有有關閣下或閣下賬戶之資料，以及更新及改正該等資料。本行可徵收適度之收費，以彌補依從該等要求所產生之費用。上述要求應以書面作出，並送交香港太古城太古灣道12號18樓「美國運通個人資料保障主任」收。有關其他詳情，請參閱通知書。
- (4) 閣下若申請信用卡，即表示閣下將同意美國運通按照申請表、本條款和通知書的條款使用閣下的個人資料，惟須受閣下在申請表的特定選項所限制。

## 十九. 非接觸式付款

閣下的賬戶發卡可能設有非接觸式付款功能。閣下只要將卡放近讀卡器，不必刷卡或壓印卡，便可通過非接觸式付款，進行不超過我們所設簽賬上限的交易。請確保小心保管閣下的卡。我們可以在任何時候撤銷非接觸式付款。

## 二十. 連續付款及不出示卡簽賬

- (a) 若閣下使用信用卡購買貨品或服務，而該貨品或服務需作定期付款或由本行提供之任何分期付款計劃(並由另外的條款及細則所規管)付款，例如保險費，閣下現授權本行於付款到期時付款予商戶(「連續付款」)。此乃閣下的責任通知商戶有關任何閣下信用卡或連續付款所用的賬戶之更改(例如信用卡號碼和到期日)，而閣下應及時行動以免中斷定期付款及商戶所提供之商品或服務。閣下授權本行持續連續付款，閣下亦同意負責所有連續付款之款項(包括但不限於費用入賬於已更換之信用卡內)，直至商戶停止以閣下信用卡之連續付款收費或閣下之信用卡賬戶被取消。如閣下之信用卡賬戶因閣下轉換至另一卡類別而被取消，本行會持續在有關信用卡賬戶被取消後為閣下處理定期付款60天。本行不會為任何在處理連續付款時的損失、費用、延期、疏忽或遺漏或任何不成功的付款負上法律責任。
- (b) 不出示卡簽賬。閣下可授權商戶，於閣下不出示美國運通卡進行交易時，將簽賬記入閣下的賬戶(「不出示卡簽賬」)。在若干情況下，商戶可保留閣下的美國運通卡資料，以便處理日後的不出示卡簽賬。在補發或更換美國運通卡的情況下，閣下有責任聯絡商戶，並提供補發的美國運通卡資料。為免阻礙這些不出示卡簽賬，我們可繼續處理閣下已經補發或更換的美國運通卡所進行的不出示美國運通卡簽賬。如閣下的美國運通卡因閣下轉用另一種類的卡而取消，我們可在取消卡後起計60日內，繼續處理閣下的不出示卡簽賬。

## 廿一. 授權及暫停

本行可在不通知閣下之情況下拒絕接受任何費用授權要求。本行可在不通知閣下之情況下在任何時間暫停閣下使用信用卡之權利。本行可以其酌情權按本行規定的條件恢復信用卡之使用。

## 廿二. 取消

- (1) 信用卡屬於本行財產，即是，在本行於任何時間或基於任何原因要求時，閣下必須向本行歸還該信用卡。商店或任何本行所指定的其他人士可代表本行收取信用卡。
- (2) 若本行在沒有原因下取消閣下之信用卡，本行會退回部分年費(如有)。如信用卡被取消或過期，閣下不可為任何目的再使用信用卡，而閣下須立即將信用卡剪成兩截。
- (3) 若閣下於年費之誌賬日期30天內通知本行取消閣下之運通卡，本行會退回全數年費。若閣下於年費之誌賬日期30天後通知本行取消閣下之運通卡，全數年費將不獲退回。
- (4) 閣下可在任何時間通知本行取消信用卡及剪掉或向本行交回信用卡，而基本卡會員可通知本行在任何時間取消附屬卡及剪掉或向本行交回信用卡。基本卡會員需為附屬卡所招致之任何費用負上法律責任，直至信用卡被剪掉或交還本行。美國運通無須負責解決基本卡會員及附屬卡會員間之私人爭議。
- (5) 當在信用卡被取消的情況下，所有閣下賬戶之欠款須即時繳付。當閣下交還所有信用卡及繳付所有閣下欠本行之款項，閣下之賬戶將被終止。

## 廿三. 本行之法律責任

在不抵觸適用的法律的情況下，閣下同意如果本行未能履行有關閣下的信用卡賬戶的任何義務，而直接導致閣下有所損失或需支付其他費用，本行只需對該項損失或費用負責，但僅以上述情況為限。本行不會對相應而生的損失或任何其他並非直接及自然地引致的損失或損毀負責，包括在特別情況下引致的損失。在任何情況下，本行不會對由第三者所引致的損失或需支付之費用負責(例如：包括機械或系統上的運作失靈而影響該第三者)。

## 廿四. 保險中介人

本行會為閣下認定一些閣下可能感興趣的保險提供者及產品。當行使這角色時，本行並非作為閣下的代理人或受信人，及在法律容許的情況下，本行可代表該保險提供者。本行欲閣下明白，本行會向保險提供者收取佣金，而佣金可應有關提供者及產品而有所差異。同時，在某些情況下，某一非本地的美國運通實體可能作為再保人及可賺取再保收入。本行與某些提供者的安排，包括為產品作再保的潛在可能性，亦可能影響本行認定產品的類別。本行並非要求閣下購買任何保險產品，閣下可透過其他途徑並按其向閣下提供的條件選擇購買合適閣下保險需要的產品。

## 廿五. 分期付款計劃

- (1) 我們可不時提供分期付款計劃(「分期付款計劃」)，讓合資格的運通卡會員於香港某些指定的商店選擇分期支付費用，會員透過簽署分期付款計劃費用記錄(「費用記錄」)可選擇延期還款。分期付款計劃只適用於港幣2,000元或以上之費用，並只可在本行選定之商店使用。
- (2) 在閣下所選擇的分期結賬期間，閣下需要以每月等額分期形式支付費用之結算，該第一期付款將以隨後記錄該費用的月結單上的日期計算。閣下的信用額將在美國運通批准分期付款計劃後按費用總額相應而減少，但將在閣下按每期分期付款支付給美國運通後，回復至原有的信用額水平。
- (3) 閣下可隨時支付分期付款計劃下全數所欠費用但閣下必須致電通知本行。本行會於下一個月之月結單顯示分期付款計劃所須繳付的全數欠款餘額。若閣下沒有通知本行閣下打算預繳款項，本行只會記錄為多付款項及相應地該多付款項不會減少分期付款計劃內的未償還款項或將來未到期的分期付款。
- (4) 在閣下的運通卡或分期付款計劃取消或撤銷後，分期付款計劃內任何未繳付的總金額必須立即全數清付。
- (5) 即使有任何與此相反的條款，所有分期付款計劃支付的費用若引起任何爭議或投訴，必須直接向有關商店提出。儘管信用卡會員現正向商店提出或將來可能會向其提出申索，但信用卡會員仍須向美國運通支付分期付款計劃內所有應繳付的款項。

## 廿六. 更改本條款及通知書

- (1) 根據適用之法規，本行可在任何時間向閣下發出長達六十天預先通知以更改本條款及通知書。
- (2) 若閣下在發出通知後仍保存或使用信用卡，本行會假設閣下同意任何更改。
- (3) 若閣下不接受本條款或通知書之任何更改，閣下必須通知本行取消及剪掉信用卡或將信用卡交回本行。本行將按比例退回部分年費(如有)。
- (4) 閣下須為在交還信用卡或剪掉信用卡之前所引致之所有費用負上法律責任。
- (5) 除非本行另行書面同意，任何對本條款或通知書之權利放棄或更改將無效。

## 廿七. 通知

- (1) 本行會將任何賬戶月結單或通知寄往閣下所指定的賬單地址。
- (2) 若閣下同意，本行可以電子形式向閣下寄出月結單。
- (3) 若閣下的姓名、賬單地址或手提電話號碼或電郵地址有更改，閣下必須立即通知本行。
- (4) 若賬單地址位於向閣下發出信用卡的國家以外地方，本行可向閣下收取額外賬戶年費。
- (5) 本行有權以預付郵費的平郵方式或透過本行認為恰當之其他途徑(例如電子郵件)向閣下發送任何通知或函件。所有此等本行發出之通知或函件在向您的登記賬單地址或電郵地址發送後即為有效發出，並在該等通訊方式之通常遞送時間內視為已由閣下收取。

## 廿八. 一般規定

- (1) 若閣下要求結單副本或費用記錄，本行可向閣下收取行政費用。
- (2) 本條款所提供的「收費表」內的收費、逾期付款及其他費用詳情由本條款印刷日起適用於閣下賬戶。本行保留修改及更新該等收費及費用之權利，並根據適用之法規，將給予閣下長達六十天預先通知。
- (3) 本行可在沒有閣下之同意下在任何時間轉讓本條款內之本行的權利及責任。
- (4) 如在任何時候有任何條款成為不合法、無效或不能執行，其他條款的合法性、有效性或執行性將不受影響。
- (5) 本條款由香港法律所規管。若本條款之中文譯本與英文本意義如有不合或爭議之處，應以英文本之解釋為據。

## 保障美國運通卡小貼士

- (1) 切勿把運通卡隨處放置。每次簽賬後，請緊記檢查是否已取回閣下的運通卡，並提防小手。
- (2) 如遇任何欺詐來電、語音訊息或電郵，切勿向可疑第三者提供任何個人資料。如需核實來電身份，可致電卡背面的24小時客戶服務熱線與我們聯絡。
- (3) 如遺失運通卡，請立即通知本公司。申請簡便快捷的網上服務，讓閣下隨時查閱簽賬紀錄。定期更改網上密碼，確保個人賬戶安全。
- (4) 任何人若擁有您的裝置密碼或其生物辨識因素(如指紋或其虹膜或臉部識別)記錄在您的裝置內，便能訪問您的帳戶或進行支付。切勿讓任何人在您的裝置內登記其指紋或其虹膜。您必須時刻確保您的裝置安全，並將自己的裝置密碼保密。您若相信已經遺失您的裝置，或裝置已經被盜竊，或您的身份認證因素在任何方面受到威脅，請立即致電運通卡背面的電話號碼與本行聯絡。
- (5) 不可向任何人披露運通卡的網上賬戶的密碼、身份認證因素、一次性密碼、美國運通卡識別號碼、電話理財密碼和運通卡賬戶號碼，並採取合理的措施妥善存放運通卡和將身份認證因素保密以避免欺詐行為。
- (6) 會員須將印有私人密碼的文件正本銷毀(如適用)。
- (7) 會員須注意採用生物認證、soft token或以裝置綁定的身份認證因素以作進行有關交易(例如流動支付)所牽涉的風險，並採取有關的保護措施以確保裝置和身份認證因素的資料安全。
- (8) 不應讓其他任何人士使用您的卡、私人密碼、一次性密碼和身份認證因素。
- (9) 不應直接寫上私人密碼/美國運通卡識別號碼和身份認證因素寫在卡上或任何其他通常與卡一同存放或放近信用卡的物件上。
- (10) 不應直接寫下或記下身份認證因素而不加掩藏。
- (11) 會員需確保您於美國運通所登記以用於接收我們重要通知的聯絡資料(例如網上簽賬所接收的短訊及電郵通知)是最新的，以確保有關通知能夠即時發送給您。
- (12) 請勿將您的私人密碼儲存在錢包、手提包或日記內，或以其他人明白的方式紀錄下來。
- (13) 請勿使用與您個人重要資料有關聯的字元，如您的出生日期等作為私人密碼，亦請勿使用任何放置於錢包或手提包內物件上的號碼作為個人密碼。
- (14) 除了您致電美國運通時，我們的客戶服務主任會向您查詢賬戶資料及密碼外，美國運通的代表絕不會致電向您索取有關資料。
- (15) 請勿使用容易讓人取得的個人資料，例如電話號碼或出生日期設為其個人裝置或網上賬戶的密碼，卡會員不應該以該私人密碼作為進入其他服務的密碼(例如接連互聯網或進入其他網站)。

美國運通國際股份有限公司(2024年11月生效)