



## **AMERICAN EXPRESS CARD APPLICATION TERMS AND CONDITIONS**

### **1. Key Facts Statement**

- [The Platinum Card®](#)
- [American Express® Peninsula Platinum Card](#)
- [American Express® Platinum Credit Card](#)
- [American Express Explorer™ Credit Card](#)
- [American Express® Cathay Pacific Elite Credit Card / American Express® Cathay Pacific Credit Card](#)
- [American Express® Gold Card / American Express® Card](#)
- [American Express® Peninsula Gold Card](#)
- [American Express® Gold Credit Card / American Express® Credit Card](#)
- [American Express® Cheung Kong Card](#)
- [Blue Cash® Credit Card from American Express / American Express® I.T Cashback Card](#)

### **2. Cardmember Agreement**

- [American Express® Platinum Credit Card / American Express® Gold Credit Card / American Express® Credit Card / American Express® Cheung Kong Card](#)
- [The Platinum Card® / American Express® Peninsula Platinum Card / American Express® Gold Card / American Express® Peninsula Gold Card / American Express® Card](#)
- [American Express Explorer™ Credit Card](#)
- [American Express® Cathay Pacific Elite Credit Card / American Express® Cathay Pacific Credit Card](#)
- [Blue Cash® Credit Card from American Express / American Express® I.T Cashback Card](#)

### **3. Fee and Charge Schedule**

- [The Platinum Card®](#)
- [American Express® Peninsula Platinum Card](#)
- [American Express® Platinum Credit Card](#)
- [American Express Explorer™ Credit Card](#)
- [American Express® Cathay Pacific Elite Credit Card / American Express® Cathay Pacific Credit Card](#)
- [American Express® Gold Card / American Express® Card](#)
- [American Express® Peninsula Gold Card](#)
- [American Express® Gold Credit Card / American Express® Credit Card](#)
- [American Express® Cheung Kong Card](#)
- [Blue Cash® Credit Card from American Express / American Express® I.T Cashback Card](#)

### **4. [Notice to Customers relating to the Personal Data \(Privacy\) Ordinance \(the "Ordinance"\)](#)**

### **5. [Notice to Cardmember Regarding Changes to Card Benefits / Key Fact Statement / Cardmember Agreement / Fee and Charge Schedule](#)**



## IMPORTANT INFORMATION ABOUT THE CARD

We would like to highlight some key terms and conditions you will be accepting when you keep or use the American Express Card/Business Card/Credit Card ("Card") upon approval of your application.

1. You must sign the Card as soon as you receive it if you wish to keep and use it.
2. Liability for Charges: American Express Card/American Express Credit Card - If you are the Basic Cardmember, you shall be liable for all charges incurred on any Card issued to you or any Supplementary Cardmember. If you are a Supplementary Cardmember, you shall be liable for all charges on any Supplementary Card issued to you.  
Business Card - The Company shall be liable for all charges incurred on any Business Card bearing the Company Name issued. If you are the Basic Cardmember, you shall be liable for all charges incurred on any Business Card issued to you or any Supplementary Cardmember. If you are a Supplementary Cardmember, you shall be liable for all charges on any Supplementary Business Card issued to you.
3. We will send the Basic Cardmember periodic statements showing your outstanding balance and the minimum amount (apply to Credit Card only) you need to pay and by when. If you do not tell us about problems with the statement within 60 days, then we will treat the statement as correct.
4. Late Payment Charges: American Express Credit Card - If we do not receive payment of the minimum payment due shown on the monthly statement by the Payment Due Date, the unpaid Minimum Amount Due will be subject to Late Payment charge of **5%** of the Outstanding Minimum Payment Due. (The maximum Late Payment Charge is **HK\$350** and the minimum Late Payment Charge is **HK\$300**. However, the Late Payment Charge will not exceed the minimum payment due). The Late Payment Charge will be debited to Card Account on the following Statement Date. American Express Card/Business Card - If we do not receive payment in full of the outstanding balance shown on a monthly statement by Payment Due Date, Late Payment Charges will be charged on the outstanding balance at the rate of three and nine tenths percent (**3.9%**) per month to cover our administrative and other expenses resulting from the delayed payment, subject to any restrictions or limits imposed by law. The minimum Late Payment Charges will be **HK\$100**. However, the Late Payment Charges will not exceed the outstanding balance.
5. If your Card is lost or stolen we ask that you tell us immediately and, unless you have acted fraudulently or negligently, your maximum liability for unauthorized charges is **HK\$250**.
6. The Credit Limit of approved Card Accounts granted to student applicants will not exceed **HK\$10,000**. You need to provide additional information/documentation if you would like to increase the credit limit and we reserve the right of final decision on a proposed increase. Also, Overlimit Facility is not applicable to student applicants.
7. If you breach any Cardmember Agreement we may revise the Credit Limit (apply to Credit Card only) available to you, or require you to pay the entire outstanding balance and/or suspend or cancel your Credit Card Account.
8. If your Card Account is cancelled by us or by you the entire outstanding balance on your Account becomes payable immediately.



9. You will be liable to pay any reasonable costs or legal fees that we incur in using third party collection agencies to recover overdue amounts on your Account.
10. We may change the Cardmember Agreement from time to time. We will assume you agree to the changes if you keep or use the Card after we have notify you of any changes. If you do not agree, you can cancel your Account but you must pay any amount owing on your Account.
11. American Express International, Inc. reserves the right to decline applicants including applicants who have unsatisfactory credit history or do not meet its credit criteria.
12. For the full Cardmember Agreement, please refer to our website at [www.americanexpress.com.hk](http://www.americanexpress.com.hk).

## DECLARATION

"Amex" means American Express International Inc., its affiliates and representatives worldwide.

I/We understand that the information I/we provide is necessary for Amex to decide whether to approve my/our application and that Amex may refuse or decline this application at its discretion without disclosing any reasons. Failure to provide information may prevent processing of this application.

I/We understand that if I/we give any incorrect or false information, I/we may commit criminal offences under the laws of Hong Kong related to deception and providing false information.

I/We acknowledge and agree that any information provided by me/us in this application, at Amex's request, or otherwise collected during the operation of my/our account(s) with Amex may be disclosed to, or used and retained by:

- (i) Amex and any service provider engaged by Amex in the normal course of its business, for operational or other servicing requirements, subject to obligations of confidentiality and data security; and
- (ii) any debt collection agencies, financial institutions, credit reference agencies ("CRAs") or similar service providers, for the purposes of performing credit and other status assessments on my/our account, verifying information or enabling them to provide such information to other financial institutions: (a) in order that such other institutions may carry out credit and other status checks (whether in relation to the provision of credit or other services by Amex or by such institutions); and (b) to assist them to collect debts.

If I/we am/are American Express Cathay Pacific Elite Credit Cardmember(s) or an American Express Cathay Pacific Credit Cardmember(s), I/we further authorize Amex to disclose information about my account to the Cathay Pacific group of companies for operational or other servicing purposes, including in relation to my Asia Miles account.



If I/we am/are American Express I.T Cashback Cardmember(s), I/we further authorize Amex to disclose information about my account to i.t Apparels Limited, its subsidiaries and other associated companies for fulfillment, operational or other servicing purposes.

I/We also authorize Amex to consolidate information provided by me/us in this application with any other information I/we may provide to Amex from time to time, to carry out the above obligatory data use purposes on any of my/our accounts with Amex. This may include combining information provided for my/our various accounts with Amex, to create a single Cardmember profile.

I/We understand that Amex would like to use information about me/us and my/our account(s) for marketing purposes in respect of (1) credit/charge card, insurance and travel related products and services, (2) reward, referral, loyalty or privilege programmes and related products and services, and (3) Cardmember benefits, promotional offers and products and services offered by Amex, American Express Company and its subsidiaries and affiliates ("collectively, "Amex Group") and Amex's merchants, business partners (including third party insurance companies and reward, loyalty, privilege programmes providers), co-brand partners and affinity groups (such merchants, business partners, co-brand partners and affinity groups, collectively, "Amex Partners"), and may also disclose such information to Amex Group companies and Amex Partners for marketing of the said products, services and subjects. I/We understand that Amex, Amex Group companies and Amex Partners may from time to time, engage third parties to provide marketing services on their behalf.

It is not obligatory for me/us to allow my/our information to be used for these purposes, and I/we have been given the right to opt-out from receiving marketing promotions about the product/service of Amex that I am/we are applying for in this application, including products and services of Amex Group companies and Amex Partners that are directed solely to holders of the Amex product/service that I am/we are applying for in this application. I/We can also opt-out of all Amex marketing by writing to Amex's Data Protection Officer\* or calling Amex or online on the American Express Manage-Your-Card-Account (MYCA) webpage†.

If I/we have agreed above that my/our information may be used for marketing purposes, I/we also agree that Amex, Amex Group companies and Amex Partners may carry out "matching procedures" (as such expression is defined in the Personal Data (Privacy) Ordinance) in Hong Kong or overseas in respect of all or any of such purposes.

I/We authorize Amex to compare information provided by me/us with other information collected about me/us for checking purposes or to produce more data. Amex may use the results of such comparisons for the purposes of taking any action including actions which may be adverse to my/our interests, for example, denying authorization for use of the Card or cancelling the Card.

I/We authorize Amex to contact any persons and/or CRAs (including without limitation my employer) from time to time as Amex considers necessary or appropriate and to provide, obtain or verify such information about me/us or my/our financial condition as Amex may deem necessary or desirable for the purposes of opening, operating or managing my/our account(s) with Amex.



I/We understand that I/we have the right, upon request, to be informed of the data disclosed and to obtain details necessary to access/correct those data. I/We may contact Amex's Data Protection Officer\* to have access to and request correction of my/our personal data held by Amex. In accordance with the terms of the Personal Data (Privacy) Ordinance, Amex has the right to charge a reasonable fee for the processing of any data access or correction request.

I/We acknowledge that we have received a copy of Amex's Cardmember Agreement and have read its Notice to Customers relating to the Personal Data (Privacy) Ordinance available at [www.americanexpress.com.hk](http://www.americanexpress.com.hk). The terms and conditions therein, together with this application, will govern my/our use of the Card(s) and Amex's use of my/our personal information.

I/We agree that Amex may check consumer credit data about me/us or my/our guarantor(s) held by TransUnion Limited# or any other credit reference agency as applicable for the purpose of considering whether to grant me/us credit and/or reviews or renewals of existing credit facilities to me/us. The matters Amex will be considering if accessing these consumer credit data for the purpose of reviews include an increase in the credit amount, cancellation of credit or a decrease in the amount of credit available or putting in place a scheme of arrangement with me/us and/or my/our guarantor(s). I/We also agree that Amex may access such consumer credit data about me/ us and/or my/our guarantor(s) for the purpose of reasonable monitoring of my/our indebtedness whilst I/we and/or my/our guarantor(s) are in default.

I/We may request Amex's Data Protection Officer to let me/us know what data have been disclosed to any CRAs and/or debt collection agencies and provide me/us with further information to enable me/us to make an access and/or correction request if necessary.

If any of my/our accounts is overdue 60 days from the date the default occurs and I/we do not make full repayment by then, my/our account data supplied by Amex to the CRA will be retained by the CRA for a period of up to 5 years after full repayment. Upon termination of my/our account by full repayment and on condition that the account has not been overdue for more than 60 days within 5 years immediately before account termination, I/we understand that I/ we may instruct Amex to request the CRA to delete from its database any data about the terminated account.

# For enquiries, you may contact TransUnion Limited at 2577 1816.

† I/We understand that if I/we do not want my/our information to be used for the voluntary data use purposes set out above, I/we must do one of the following: (i) check the box provided in the section entitled Opt-Out Request: Marketing Promotions; or (ii) write to Amex's Data Protection Officer\* to opt-out with my/our details (customer full name(s), mailing address(es), phone contact(s), and/or email address(es)); or (iii) contact Amex at 2277 1010 and give notice of my/our wish to opt out; or (iv) if I am/we are an existing Amex Cardmember, log on to American Express Manage-Your-Card-Account (MYCA) at [www.americanexpress.com.hk](http://www.americanexpress.com.hk) to manage or change my/our marketing preferences for my/our Amex accounts including to give notice of my/our wish to opt out. If I/we do not do so, I/we understand that I am/we are agreeing that Amex may use my/our information for such purposes.



\* The Data Protection Officer, 18/F, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong

^ By "Cardmember benefits" and "promotional offers", we mean products, services, reward, referral, loyalty or privilege programmes and other benefits that may be offered by Amex, Amex Group companies and Amex Partners for the purposes of marketing the Amex Card and the Amex Group companies and/or Amex Partners' businesses. It is not possible to be specific about what these products, services, reward, referral, loyalty or privilege programmes and other benefits may be because Amex Partners are involved in a very wide range of commercial enterprises. However, examples of typical Cardmember benefits and promotional offers include discount offers at hotels, airlines, restaurants, retail and online outlets.

**PLEASE NOTE:**

1. The annual fee for the American Express Platinum Credit Card is HK\$**2,200** with the entitlement of Supplementary Platinum Credit Cards. Additional Supplementary Platinum Credit Card carry an annual fee of HK\$**1,100**. The annual fee for the American Express Explorer Credit Card is HK\$**1,800** for the Basic and Supplementary Card(s). The annual fee for the American Express Cathay Pacific Elite Credit Card is HK\$**1,800** for the Basic and Supplementary Card(s). The annual fee for the American Express Cathay Pacific Credit Card is HK\$**980** for the Basic and Supplementary Card(s). The annual fee for the Blue Cash Credit Card from American Express and American Express I.T Cashback Card (Basic Card) is HK\$**980**, with the first two Supplementary Cards free of charge. Third and subsequent Supplementary Cards carry an annual fee of HK\$**490** each. The annual fee for The Platinum Card® and American Express Peninsula Platinum Card is HK\$**7,800**, with entitlement of 2 Supplementary Cards. Third and subsequent Supplementary Cards carry an annual fee of HK\$**7,800** each. The other Supplementary Cards carry the following annual fees: Supplementary Personal Card: HK\$**275**; Supplementary Gold or Peninsula Gold Card: HK\$**425**; Supplementary Credit Card: HK\$**100**; Supplementary Gold Credit Card: HK\$**300**; Supplementary American Express Cheung Kong Card: HK\$**180**.
2. The annualized interest rate for repayment applicable to Supplementary Credit Cards shall be the same as for Basic Credit Card.
3. The monthly interest rate for retail purchases is **2.7%** (APR of **37.67%**) and **2.7%** for cash advance (APR of **39.87%**). (An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate.)



4. If I am currently holding an American Express Cathay Pacific Credit Card, I understand the existing American Express Cathay Pacific Credit Card will be cancelled upon approval of this application. Any outstanding balance on the existing American Express Cathay Pacific Credit Card account will be automatically transferred to the new American Express Cathay Pacific Elite Credit Card account but will not be taken into account in calculating my accumulated spend to qualify for annual fee waiver for the following year.
5. Applicants who have held Blue Cash Credit Card from American Express Basic Card / American Express I.T Cashback Basic Card / American Express Explorer Credit Card Basic Card / American Express Cathay Pacific Elite Credit Card Basic Card / American Express Cathay Pacific Credit Card Basic Card at any time within the past 12 months from the date of this application are not eligible for the first year annual fee waiver.
6. First Year Fee Waiver and any welcome offers is not applicable if the Supplementary Card application has been a Supplementary Cardmember under the account of Basic Cardmember mention above at any time within the past 12 months.
7. American Express International, Inc. reserves the right to decline applicants including applicants who have unsatisfactory credit history or do not meet its credit criteria.
8. American Express International, Inc reserves the right to change the offer Terms and Conditions and terminate this program without prior note.
9. Should any dispute arise, the decision of American Express International, Inc. shall be final.
10. In case of inconsistency between English and Chinese versions, the English version shall prevail.