

American Express® Cathay Pacific Corporate Account Agreement and Set-Up Form 美國運通國泰航空公司協議及賬戶申請表

Please ensure all the application details are completed in English. Please sign your account signature next to any corrections you make on this application. 請以英文填寫本表格。如須作出任何刪改，請於刪改之位置旁簽署確認。

HK ACSet CX_06/21

△ Optional 選擇填寫

1. CORPORATE CARD ACCOUNT AGREEMENT AND SET-UP

公司卡賬戶合約及申請

Business Legal Name:
公司註冊名稱

Trading Name (if different from above):
公司執業名稱 (如與上述名稱不同)

Registered Address:
登記地址

Telephone Number:
電話號碼

Fax Number△:
傳真號碼△

Email Address:
電郵地址

Company Name to appear on Card (Maximum 24 characters):

請以英文正格填寫擬在美國運通公司卡上使用之公司名稱，全名不得超過二十四格。

Established Year:
公司成立年期

Registration Number:
商業登記號碼

Nature of Business:
業務性質

Number of Employees:
僱員人數

Paid-up Capital (HK\$):
實收資本 (港幣)

Estimated Annual Business Turnover (HK\$):
預計每年營業額 (港幣)

Parent/Affiliated Company Name:
母公司或附屬公司名稱

2. ACCOUNT SET-UP DETAILS

賬戶詳情

Potential Number of Corporate Cardmembers:
可能成為公司卡會員的人數

Billing Method¹:
繳賬方法

☐ Company
公司繳賬

☐ Cardmember
會員繳賬

Billing Address:
寄付賬單地址

Payment Options²:
付款選項

☐ Company
公司付款

☐ Cardmember
會員付款

Payment Method:
付款方法

☐ Company Direct Debit
公司直接付款

☐ Electronic Funds Transfer
電子轉賬

☐ Individual Direct Debit
個人直接付款

Statement Cut-off Cycle³:
月結單截數週期

First Month of Financial Year:
財政年度的第一個月份

Central Card Distribution⁴:
派發公司卡

Please complete Recipient details for central Card distribution:
請填妥負責派發公司卡的收件人資料

Recipient Name:
收件人姓名

Position:
職銜

Recipient Address (Must be street address):
收件人地址 (必須為街道地址)

Telephone Number:
電話號碼

Fax Number△:
傳真號碼△

Email Address:
電郵地址

3. ASIA MILES ENROLMENT

申請加入「亞洲萬里通」

☐ Enrolment of Corporate Asia Miles is automatic.
Only tick here if you **DO NOT** want Corporate Asia Miles.

本申請會自動加入公司「亞洲萬里通」計劃，假如您**不希望加入**公司「亞洲萬里通」計劃，請在此方格劃上✓號。

Enrolment of individual Corporate Cardmembers in the Cardmember rewards program is subject to prior approval from the Company. Please check the box below to indicate your approval. 如欲申請加入公司卡會員獎勵計劃，事前必須獲得公司批准。請在此方格劃上✓號，表明您已獲得批准。

1. Enrolment in Cardmember Rewards Program 加入公司卡會員獎勵計劃

☐ **Yes.** Our Company will allow all Corporate Card applicants under this account to enrol in the Cardmember Rewards Program. We understand an annual program fee, currently **HK\$400** will apply to the Cardmember Rewards Program. The applicable annual program fee will be billed to each individual Corporate Card account.

是。本公司容許此賬戶之下的所有公司卡申請人加入公司卡會員獎勵計劃。我方明白加入公司卡會員獎勵計劃需要繳付年費，目前為**港幣400元**，有關年費將會入賬於每位會員的個人公司卡賬戶。

2. Enrolment in Consolidated Rewards Program 加入合併獎勵計劃

☐ **Yes.** Our Company agrees to enroll in the Consolidated Rewards Program and transfer Asia Miles earned on the Cards of individual Cardmembers to the Corporate Asia Miles account. We understand an annual Rewards Program fee, currently **HK\$400** will apply for each enrolled Cardmember. The applicable annual program fee will be billed to the central fee account.

是。本公司同意加入合併獎勵計劃以及將個別卡會員的「亞洲萬里通」里數存入公司「亞洲萬里通」賬戶。我方明白加入獎勵計劃需要繳付年費，目前為每位卡會員**港幣400元**，有關年費將會掛賬到中央費用戶口。

3. Opt-out from Rewards Program 不參加獎勵計劃

☐ **No.** Please do not enroll our Company in rewards program.
否。本公司不同意加入獎勵計劃。

4. CONTACT DETAILS

聯絡人資料

Decision Maker (Decision Maker Details must be provided before American Express can transfer your accumulated Asia Miles to the Corporate Asia Miles rewards program)
決策人 (必須提供決策人資料，美國運通方可將您所累積的里數存入公司「亞洲萬里通」計劃。)

Name (Mr/Ms):
姓名 (先生/女士)

Position:
職銜

Address:
地址

Telephone Number:
電話號碼

Fax Number△:
傳真號碼△

Email Address (Mandatory for access to the Corporate Asia Miles rewards program):
電郵地址 (必須提供以進入公司「亞洲萬里通」計劃)

Report Recipient/Program Administrator⁵ 總結報表收件人/公司卡聯絡人

Name:
姓名

Position:
職銜

Address:
地址

Telephone Number:
電話號碼

Fax Number△:
傳真號碼△

Email Address:
電郵地址

5. @WORK ENROLMENT 登記@WORK

Do you have an existing @Work User ID?
你目前是否已有 @Work 使用者身份?

☐ Yes
是 ☐ No
否

If yes, please provide your User ID
如有，請提供閣下的使用者身份

Please note that **you must remember both the Verification Word and Verification PIN that you enter below** as you will be prompted to enter these as authentication when completing your online registration to American Express @Work. 請留意：**您必須謹記下面所填的核實字眼和密碼**，當閣下進行網上登記American Express @Work時，需要輸入這兩項資料。

Verification Word 核實字眼

(Minimum 4 – maximum 20 alpha/numeric characters. No spaces or special characters).
(最少4個 — 最多20個英文字母/數目字。不可有空格或特殊符號。)

Verification Pin Must be 4 numeric characters
密碼必須為4個數目字

Yes, I would like to enrol for @Work Standard Reporting:
是。我同意登記使用@Work標準報表

☐ Yes
是 ☐ No
否

Yes, I would like to enrol for @Work Customized
Reporting(includes Standard Reporting):
是。我同意登記使用@Work自定格式報表(包括標準報表)

☐ Yes
是 ☐ No
否

@Work Online Program Management @Work網上管理系統

Yes, I would like to enrol for @Work Online Program Management:
是。我同意登記使用@Work網上管理系統

☐ Yes
是 ☐ No
否

Please note: If you qualify for the American Express Cathay Pacific Corporate Asia Miles rewards program, you will automatically receive the Corporate Asia Miles Report. This Report is only available at Company level. 請留意：假如您取得美國運通國際航空公司「亞洲萬里通」計劃資格，您會自動收到公司「亞洲萬里通」計劃報表。此報表只供公司層面使用。

6. LIABILITY FOR CHARGES 對賬款的責任

Your Liability Type for charges on Card is **Combined Liability** or **Full Corporate Liability**, depending your choice indicated in this application form:

貴公司之公司卡責任將按貴公司之選擇而訂為綜合法律責任或公司法律責任。

Combined Liability 綜合法律責任

Your Corporate Card Liability Type for charges on Card is **Combined Liability**:
貴公司之公司卡賬款的責任計劃為**綜合法律責任**：

Combined Liability means that you and the Cardmember are jointly and severally liable for all Charges on the Corporate Card.

綜合法律責任是指由貴公司及賬戶使用人對公司卡所有賬款負連帶清償責任。

Corporate Liability 公司法律責任

Your Corporate Card Liability Type for charges on Card is **Full Corporate Liability**:
貴公司之公司卡賬款的責任計劃為**公司法律責任**：

Full Corporate Liability means that you are liable for all Charges on the Corporate Cards.
公司法律責任是指由貴公司對公司卡所有賬款負責清償責任。

You are not liable for unauthorised Charges on any Card, which means Charges that did not benefit either you or the Cardmember and were incurred by someone who was not the Cardmember and who had no actual, implied, or apparent authority to use the Card. Notwithstanding the foregoing, the Company will be in all cases solely liable for all annual fees charged to each Corporate Card Account issued in the name of the Company. 貴公司不必為任何賬戶中未經授權之賬款負責，即該賬款並未有利於貴公司或賬戶使用人而應由該未被實際上或默示或明顯授權使用公司卡之非賬戶使用人或會員負責。儘管有上述規定，貴公司在所有情況下，均須獨自對每個以貴公司名義開立的公司卡賬戶所收取的所有年費負責全責。

7. PRIVACY 個人私隱

7.1 You agree that we may collect, use and transfer personal information about Cardmember/Account Users in accordance with the terms set out in our Cardmember Application Form, Cardmember Agreement, the American Express International, Inc., Hong Kong Branch's Notice to Customers relating to the Personal Data (Privacy) Ordinance and/or the General Terms and Conditions attached here. 貴公司同意，美國運通可根據會員申請表格、會員協議、美國運通國際股份有限公司香港分行致客戶有關「個人資料（私隱）」條例通知書及/或附帶於此之一般條款及細則之相關條款，收集、使用和傳遞有關會員/賬戶使用者之個人資料。

7.2 You agree that we may conduct customer research, and monitor and record telephone conversations with you or your staff from time to time for training, quality control or verification purposes. 貴公司同意，本公司可為培訓、品質控制及核對資料之目的不時進行客戶調查及對本公司並與貴公司或貴公司員工之電話交談進行監聽和錄音。

7.3 Provided that the requisite consent has been obtained, we may use the information held by us about the Cardmember and/or the Company and its staff for marketing purposes. 在收到貴公司必要的同意後，美國運通可將我們持有的公司卡會員及/或貴公司與其員工之資料用作市場推廣用途。

8. TO: AMERICAN EXPRESS INTERNATIONAL, INC. 致美國運通國際股份有限公司

We wish to have an American Express Corporate Card Account/American Express Corporate Card Accounts established in the name of the company and we accept your conditions as set out in the General Terms and Conditions attached, as well as the Corporate Cardmember Agreement accompanying the Corporate Card. Please issue the American Express Corporate Card(s) in the name of this Company and those persons named in the Corporate Card Application forms duly completed and countersigned by an Authorised Corporate Officer. We warrant that the above information is correct and authorise American Express International, Inc. and/or its representatives to contact our bank or any other credit or information source to obtain, disclose or exchange any information required to have the Corporate Card Account(s) established. We understand that American Express International, Inc. may decline this application. In addition, if the Asia Miles Enrolment "yes" box above has been checked, I certify that Corporate Card applicants have been granted the Company's approval to enrol in the Cardmember rewards program which is subject to the Asia Miles terms and conditions set out at www.asiamiles.com. The Company understands and agrees that points accrued to a Corporate Card holder's Asia Miles account may be redeemed for the benefit of the Corporate Card holder and in accordance with the Asia Miles Program Terms and Conditions.

本人(等)茲申請以本公司名義設立公司卡賬戶，並同意遵守公司卡應用規條及每張公司卡所附之會員規條。請以本公司名義，及根據已填妥於申請表格內並經由下述任何一位公司授權人加簽鑒證之申請人姓名，發給美國運通公司卡。本人(等)茲保證上述資料全部正確無訛，並授權美國運通國際股份有限公司及/或其代理機構得透過與本人(等)之來往銀行、信用報告或諮詢機構接觸，或循任何途徑，以取得、交換或披露本人(等)申請美國運通公司卡所需之有關資料。本人(等)明白美國運通國際股份有限公司有權拒絕是次申請。此外，假如申請加入「亞洲萬里通」的「是」方格被剔選，本人證實公司卡申請人已獲公司批准加入公司卡會員獎勵計劃，並受列於www.asiamiles.com的「亞洲萬里通」條款及細則約束。本公司明白及同意公司卡會員「亞洲萬里通」賬戶所累計的里數，可以根據「亞洲萬里通」計劃的條款及細則，換領用於公司卡會員的獎賞。

Signature(s) of Authorised Signatory

公司授權人簽署

1. Signature: _____ Date _____ / _____ / _____
簽署 日期

Position:
職位

Name (Please use English name as it appears on Hong Kong ID):
姓名 (請填寫香港身份證上的英文姓名)

Full Residential Address (Mandatory):
詳細住宅地址 (必須填寫)

Business Email Address (Mandatory):
公司電郵 (必須填寫)

Position:
職位

Name (Please use English name as it appears on Hong Kong ID):
姓名 (請填寫香港身份證上的英文姓名)

Full Residential Address (Mandatory):
詳細住宅地址 (必須填寫)

Business Email Address (Mandatory):
公司電郵 (必須填寫)

Please enclose the following mandatory document(s) with the application:

- Photocopy of passport or HKID for Authorising Officer (the person who signs the agreement on behalf of the company with American Express)

* If Authorising Officer is a Hong Kong Permanent Resident, please provide a copy of the Permanent HKID for this Card application. If Authorising Officer is NOT a Hong Kong Permanent Resident, please provide a copy of the page of an unexpired passport which contains the photograph and biographical details.

* Authorising Officer must be a director or above. If another individual signs the agreement, written confirmation from a Director, on letter head, confirming that the individual has delegated authority to sign the agreement is required.

遞交申請時，請一併提交以下所需文件：

- 授權人(即代表貴公司與美國運通簽署協議之人士)的護照或身份證副本

* 假如授權人為香港永久性居民，請提供香港永久性居民身份證副本以辦理公司卡申請。假如授權人並非香港永久性居民，請提供有效護照上包括他的相片和個人資料一頁的副本。

* 授權人之職位必須為董事或以上。若由其他人士簽署協議，必須由一位董事以公司抬頭信箋書面確認該名人士已獲授權簽署協議。

9. OFFICE USE ONLY 只供本行使用
☐ LM ☐ MM ☐ CFM
SALES CODE Sales Person Name: Sales Person Number: - Sales Person Email: Number of applications submitted: **10. NOTES 註**

- Who will be receiving the Corporate Card statement. Choose one option only.
- Who will be paying the monthly Corporate Card statement? Whoever receives the monthly statement will be contacted if the Corporate Card account becomes overdue. Choose one option only.
- Approximately, on what date each month do you wish to receive your Corporate Card statements?
- Corporate Cards will be mailed to a central contact in the Company for onward distribution.
- Who is the key Company contact for the American Express Corporate Card to receive the Company reports?
 - 由誰收取公司卡月結單?只可選其中一項。
 - 由誰支付公司卡月結單的結餘?假如公司卡賬戶出現逾期付款情況,本行將會聯絡月結單收件人。
只可選其中一項。
 - 您希望於每個月的大約哪一天收到公司卡月結單?
 - 公司卡將會郵寄給貴公司指定的聯絡人以安排派發。
 - 誰是貴公司的美國運通公司卡系統主要聯絡人,並收取總結報表?

11. KEY FACTS STATEMENT AND PERSONAL INFORMATION COLLECTION STATEMENT 資料概要及個人資料聲明

You are advised to refer to the below URL or QR code with a comprehensive Key Facts Statement associated with this application.

請瀏覽下列網頁或掃描二維碼以查閱本申請之資料概要。


www.americanexpress.com/hk/CX_KFS

Key Facts Statement for American Express Cathay Pacific Corporate Card and American Express Cathay Pacific Elite Corporate Card
美國運通國泰航空公司卡及美國運通國泰航空尊尚公司卡資料概要

As part of our mission to respect and safeguard the privacy of our customers' personal information, please refer to the below URL or QR Code with our "Notice to Customers relating to the Personal Data (Privacy) Ordinance".

If you wish to opt-out to marketing communications from American Express in the future, you may tick the box below or fill in the opt-out request form available at this URL. 致力尊重和保障客戶的個人資料及私隱是美國運通的重要使命,瀏覽下列網頁或掃描二維碼以查閱「致客戶有關個人資料(私隱)條例通知書」詳情。

假如閣下不希望將來收到美國運通的任何促銷通訊,請於以下空格加上剔號或是填寫下列網頁的拒絕服務表格。


www.americanexpress.com/hk/Amex_GCS_PICS

Notice to Customers relating to the Personal Data (Privacy) Ordinance
致客戶有關個人資料(私隱)條例通知書

☐ By checking this box, I am instructing American Express not to use my personal data for direct marketing purposes in relation to the American Express product that I am applying for ("my Opt-Out Instruction").

本人在此空格加上剔號(「✓」)號,以示本人指示美國運通不得就本人現正申請的美國運通產品使用本人的個人資料作直接促銷用途(「本人的拒收指示」)。

12. GENERAL TERMS AND CONDITIONS**AMERICAN EXPRESS GLOBAL CORPORATE PAYMENTS AGREEMENT IN HONG KONG –COMPANY**

This Hong Kong Global Corporate Payments Agreement is between American Express International, Inc ("we", "us", "our" and "American Express") and the company named in the attached Account Application ("you", "your" and "the Company") and governs your use of the Accounts in Hong Kong. This Agreement sets out the terms and conditions under which we provide American Express Global Corporate Payments in Hong Kong and governs your use of the Accounts selected in the Account Application which forms part of this Agreement.

Before you use any American Express Global Corporate Payments' product or service, please read these conditions thoroughly. If you use any Account or Card, you will be agreeing to these conditions and they will govern your use of the Account or Card. If you do not wish to use the Account or Card, please notify American Express in writing by registered mail on your letterhead signed by an authorised person, to: Global Corporate Payments, 18/F., 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

A: General Provisions**1. Definitions**

The following definitions are used throughout this document:

'Account(s)': your American Express Corporate Card Account, Corporate Meeting Card Account, Corporate Purchasing Card Account and/or Business Travel Account, as selected in the Account Application.

'Account Application': means the attached Account Application completed by the Company, which forms part of this Agreement.

'Account Limit': a limit applicable to the Company Account or the aggregate of all or a subset of Cardmember Accounts, being the maximum amount that can be outstanding at any time.

'Affiliate': any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

'Agreement': these Terms and Conditions, as distinct from the separate Cardmember terms and conditions that are agreed separately and independently between Cardmembers and us.

'Business Travel Account' or 'BTA': an account that enables the Company to centralise Charges booked through its designated travel agent and be billed monthly for those Charges by American Express.

'Cardmember': an individual to whom a Corporate Card, Corporate Meeting Card or Corporate Purchasing Card is issued at your request. The Cardmember is an individual authorised by you to incur Charges on an Account, whether by use of a Card or otherwise. In the case of a BTA, this term includes an account user authorised by you to make travel reservations and thereby incur Charges on an Account.

'Cardmember Account': means the Account established by us for a Cardmember for the purpose of executing and recording Charges.

'Cardmember Agreement': the agreement between us and the Cardmember governing use of a Card and liability for charges.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

'Card': any card, whether plastic or non plastic, issued under this Agreement or on any Account.

'Charge': all amounts billed to an Account, regardless of whether a charge form or other charge authorisation is signed, including purchases of goods and services, cash advances, late payment charges and any other fees or charges.

In the case of a BTA, 'Charge' includes scheduled airline tickets, departure taxes, travel insurance premiums, visa fees, and other travel charges, as may be designated by American Express from time to time.

'Code': any PIN, telephone codes or online passwords approved by us to be used on your Account.

'Commercial Card Services': any or all of the Accounts or services provided by us under this Agreement.

'Corporate Card': an American Express Corporate Card issued on your Account.

'Corporate Meeting Card': an expense management product specifically for monthly consolidated billings of conference and meeting expenses and other miscellaneous expenditure.

'Corporate Purchasing Card' or 'CPC': a product providing a procurement and payment vehicle for goods and services frequently used by the Company.

'Designated Employee': a Program Administrator, Cardmember or person designated by you as your point of contact for Commercial Card Service(s) or program(s).

'Items for Resale': goods and services purchased using your Card or Account and used by the Company for the purpose of resale.

'Merchant': a company, firm or other organisation accepting American Express Cards as a means of payment for goods and/or services.

'Online service': any internet-based service that we make available to the Company.

'Program': the American Express Commercial Card Services provided to Cardmembers and the Company under this Agreement and the Cardmember terms and conditions.

'Program Administrator': a person notified to us by the Company as its administrator for the Program

'Recurring Charges': means when you authorise a Merchant to submit Charges to a Card repeatedly or at regular intervals.

'ROC': a record of charge that evidences the purchase price of any Charge.

'Statement': a record of Card or Account transactions, account balance and other relevant account information for a specified period.

'Travel Office': your designated travel agency for a BTA program.

'Unauthorised Charges': are Charges that did not benefit either you or the Cardmember and which were incurred by someone who was not the Cardmember and who had no actual, implied, or apparent authority to use the Card or Account.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)**2. Establishment of Accounts and Card Issuance**

- (a) We will establish and operate the Account(s) in your name and, if applicable, issue Cards on your Account(s) bearing your name and those of any Designated Employees and/or Cardmembers.
- (b) We reserve the right to:
 - (i) Require each prospective Cardmember to complete our application for the Card or Account, including providing any identification or other information required to comply with local laws;
 - (ii) Carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you and/or any Cardmembers. These agencies may retain records of such checks, including information regarding the conduct of your Account and payment history, which may be used (subject to applicable law) by us and other firms and organisations in making credit decisions about you or the Cardmember, including for preventing fraud or tracing debtors; and
 - (iii) decline to issue, renew or replace a Card or Account to any person; cancel or suspend the use of a Card or Account at any time either generally or in relation to a particular transaction.
- (c) Further, in the case of a Combined Liability Corporate Card Account, we may insist upon a minimum income for Cardmembers in accordance with our usual risk management criteria.
- (d) We shall renew and replace Cards, subject to 2(b) above, until you or the Cardmember directs otherwise.
- (e) You are solely responsible for selecting and notifying us of the names of persons to whom you request we issue Cards and establish Cardmember Accounts. We may deem any applicant referred to us by a Designated Employee as approved by you to hold and use a Card.
- (f) We will provide to you upon request, any Cardmember application forms or Cardmember Agreement then in effect. We reserve the right at our sole discretion to change Cardmember application forms and Cardmember Agreements at any time and to establish additional or different requirements for internet-based Cardmember applications, and we will notify you accordingly.
- (g) You must ensure that current Cardmember application forms and procedures prescribed by us are used and that current Cardmember Agreements are provided to and retained by each applicant upon completion of the Cardmember application form and in any event in good time before the Card is provided to the Cardmember.

3. Use of the Card and/or Account

- (a) You may only use a Card in accordance with this Agreement and within the validity dates shown on its face.
- (b) You must not give any Card or Account numbers to others or allow them to use either for Charges, identification or any other purpose.
- (c) The Cardmember is the only person entitled to use the Card bearing his or her name and the corresponding Cardmember Account. You must ensure each Cardmember takes reasonable measures to stop anyone else using the Card and/or Account and that each Cardmember takes proper care to keep the Card safe and all Card and Account details secret.
- (d) To protect any Codes approved by us to be used on your Account, please make best endeavours to ensure that any Cardmembers:
 - (i) Memorise the Code;
 - (ii) Destroy our communication informing them of the Code (if applicable);
 - (iii) Do not write the Code on the Card;
 - (iv) Do not keep a record of the Code with or near the Card or Account details;
 - (v) Do not tell the Code to anyone;
 - (vi) If they select a Code, do not choose a Code that can easily be associated with them such as their name, date of birth or telephone number; and
 - (vii) take care to prevent anyone else seeing the Code when entering it into an Automatic Teller Machine (called ATM) or other electronic device.
- (e) You must designate an individual as the Program Administrator to manage each Account that you establish with us.
- (f) You must not return any goods, tickets or services obtained with a Card or Account for a cash refund, but you may return them to a Merchant for credit to the Card or Account, if that Merchant agrees or is obliged to do so.
- (g) You shall not obtain a credit to a Card or Account for any reason other than as a refund for goods or services previously purchased.
- (h) You must not use any Card or Account if you do not honestly expect to be able to pay your Account in full on receipt of your monthly statement.
- (i) You must cease using any Card or Account and notify us immediately if an application is filed for the Company's winding-up, or if the Company passes a resolution for its liquidation or has a liquidator, administrator and/or receiver appointed to it or over any of its assets.
- (j) You acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting in such refusal.
- (k) You may not use a Card or Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Hong Kong or any country where the Card or Account is used or where goods or services are provided.
- (l) You agree to provide us with all information available to you concerning the whereabouts of a Cardmember and his or her address and to co-operate with us in any investigation concerning the use of the Card or Account, or collection of Charges from Cardmembers. This provision will continue in force after the Card is cancelled and/or this Agreement terminated.
- (m) Although the Cardmember uses the Card, the Card remains our property at all times.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

- (n) Subject to restrictions set out in this Agreement or the Cardmember Agreement, you shall instruct the Cardmember to use the Card or Account for your business use, i.e. to pay Merchants for goods and/or services for travel and entertainment in relation to your business or for use or consumption in the course of conducting your business (and not for re-sale), and in accordance with your policies and procedures.
- (o) As a special concession, where you have a Corporate Card or Corporate Purchasing Card Account, we may allow the Card or Account to be used for the purchase of Items for Resale provided that:
 - (i) You indicate in the Account Application your intention to use your Card or Account to purchase Items for Resale or you otherwise notify us of that intention in writing; and
 - (ii) you will be solely liable for all Charges related to Items for Resale, as set out in Liability below; and
 - (iii) you agree that we may request that you sign an additional agreement.
- (p) The Express Cash Service, where applicable, allows Cardmembers to withdraw cash from automated teller machines displaying the American Express® logo. If a Cardmember enrolls in our Express Cash Service, participation may be governed by a separate agreement with the Cardmember, but at all times you will be liable for such Charges regardless of the liability type elected by you in the Account Application.

4. Payment

- (a) You agree to pay all Charges shown on each monthly Account statement on receipt. Each monthly statement of Charges shall be deemed to have been received by you or the Cardmember (depending on the billing system in place) upon the date of the actual receipt or the seventh day following its dispatch by us. In the event of your non-receipt of our monthly statement you shall be liable to make payment of the Charges within **21 days** of incurring the Charge or earlier if requested by us. Failure to pay on time and in full is a material breach of this Agreement.
- (b) If you have a Corporate Purchasing Card Account, you agree to pay all Charges shown on each monthly Account statement by direct debit or eftpos no later than **14 days** after the date of the statement. In the case of Corporate Meeting Card, you agree to pay all Charges shown on each monthly Account statement by direct debit or eftpos no later than **21 days** after the date of the statement.
- (c) Payments will be credited to the relevant Account or Cardmember Account when received, cleared and processed. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. You must allow sufficient time for us to receive, clear and process payments by the due date taking into account weekends and public holidays, when we and/or your or our payment service provider may not be open for business.
- (d) You and the Cardmember agree not to deduct or withhold, without our prior written approval, any amount shown as due on any Account statement or data feed. You will pay us the full amount shown on the Account Statement or data feed irrespective of whether you are or intend disputing an amount(s) contained on your Account Statement or data feed. If you believe any Charge shown on a statement is in error or in dispute, you may request and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed Charge while we investigate the error or you seek to resolve the dispute. Should the dispute be resolved in your favour, we shall credit the amount(s) that were previously disputed to your Account and it will appear on the next issue of your monthly Account Statement.
- (e) We may, in our sole discretion, accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do, we shall not lose any of our rights under this Agreement or at law, including the right to payment in full, and it does not mean we agree to change this Agreement. We may credit part payments to any of the outstanding Charges.
- (f) You must always pay us in Hong Kong Dollars, unless we agree otherwise in writing.
- (g) A certificate signed by one of our officers stating the amount that you and/or the Cardmember owes us under this Agreement is proof of such amount. A copy of any document relating to the Account with us, or produced from data received by us electronically from a Merchant, shall be admissible to prove the contents of that document for any purpose.

5. Liability

- (a) For a Corporate Card product, the following liability options apply (as selected by you in the Account Application):
 - (i) **Combined Liability:** Subject to the terms of section 5(c) & (j), the Company and each Cardmember shall be jointly and severally liable for all Charges incurred by the Cardmember; provided, however, that the Company shall not be liable for Charges (i) incurred by the Cardmember that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which the Company has reimbursed the Cardmember; and
 - (ii) **Corporate Liability:** Subject to the terms of section 5(c) & (j), the Company shall be fully liable to American Express for all Charges incurred on such American Express Accounts.
- Notwithstanding the foregoing (and irrespective of the choice for Combined Liability or Corporate Liability), the Company will be in all cases solely liable for all annual fees charged to each Corporate Card Account issued in the name of the Company.
- (b) For any BTA, CPC or Corporate Meeting Card product selected in the Account Application, you are liable for all Charges incurred.
 - (c) You are not liable for Unauthorised Charges on any Card or Account except in the following circumstances:
 - (i) You and/or the Cardmember breached the terms of your Agreement with us (in particular the "Use of the Card and/or Account" section); and/or
 - (ii) you or the Cardmember contributed to, or were in any way involved in or benefitted from the theft, loss or misuse of the Card or Account; and/or

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

(iii) you or the Cardmember have delayed notifying us as required under "Liability" sub-section (d), in which case you will be liable for all Unauthorised Charges until you or the Cardmember did notify us.

By way of example, if you or the Cardmember gave away your Card and/or Codes to another person to use or otherwise acted in breach of this Agreement, you may be liable for the resulting Unauthorised Charges.

- (d) You agree to notify us if any Designated Employee and/ or Cardmember's authority to incur Charges on your behalf terminates or as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns a Code, or if a Card or Account is at risk of being misused.
- (e) You are liable to pay us for all Charges incurred from the date a Cardmember's authority to incur expenses on your behalf is terminated through to the date we receive notification from you of that termination.
- (f) You will use your best efforts to collect and destroy Cards issued to individuals whose authority to incur Charges is terminated, who leave your employment for any reason or whose Cards have been cancelled, or on termination of this Agreement.
- (g) You agree to instruct Cardmembers to submit expense reports covering Card transactions promptly and in any event at least once a month.
- (h) You agree to instruct Cardmembers that the Card is issued solely for authorised purposes as permitted by your policies and procedures, and promptly report any misuse of the Card or Account to us;
- (i) Wherever your Cards or Accounts are used to purchase Items for Resale, you will be solely liable for all such Charges irrespective of Cardmember liability otherwise described in this Agreement and even if you have not notified us of your intention to purchase Items for Resale; and
- (j) Where an Account has been established (1) without corresponding physical plastic or (2) in a name other than the actual name of an individual Commercial Cardmember, you shall be liable for all Charges including Unauthorised Charges.

6. Account Limits

- (a) We reserve the right at our sole discretion to establish Account Limits for any Account and/or jointly in connection with other accounts or arrangements that you or your Affiliates may have with us or our Affiliates. We may, at our sole discretion, change any Account Limit. We will inform you prior to or simultaneously with the establishment of, or change to, an Account Limit.
- (b) You agree to regularly monitor and manage your Account, including but not limited to implementing internal policies and procedures to control Cardmember spending, to ensure Account Limits are not exceeded.
- (c) Upon request, you must promptly provide us with copies of your financial information and other information about your business that is reasonably necessary for us or our Affiliates to assess our financial risk and comply with our legal obligations. We may use and share such information with our Affiliates.
- (d) We may require you to provide us with security in order to avoid having an Account Limit established or decreased, or to enable an increase to an Account Limit.
- (e) For the avoidance of doubt, you and/or the Cardmember remain liable for all Charges as set out in this Agreement, including Charges incurred in excess of the Account Limit.

7. Communications with You

- (a) We may provide Statements, notices, disclosures and other communications to you in connection with the Program ("Communications") by post, e-mail or online channels where those have been selected by you.
- (b) We may communicate with you through a Designated Employee, which you accept is a valid Communication from us to you. You authorise any Designated Employee to act on your behalf for all matters relating to this Agreement and we are entitled to rely on any directions, consents and information received from them. We may communicate with a Cardmember through a Designated Employee, in which case you shall ensure that communications from or to a Cardmember are forwarded immediately to us or the relevant Cardmember respectively.
- (c) You must keep us currently advised of yours, any Designated Employees and/ or Cardmembers names, email addresses, postal mailing addresses and phone numbers and other contact details for delivering Communications. If we have been unable to deliver any Communication or a Communication has been returned after attempting to send it via an address or phone number previously advised to us, we will consider you in material breach of this Agreement and we may stop attempting to send Communications to you until we receive accurate contact information.
- (d) All electronic Communications that we provide including Statements will be deemed to be received on the day that we send the notification by e-mail or post the Communication online even if you do not access the Communication on that day.
- (e) If you do not receive a Statement in any month, or cannot access Statements via the Online Service you shall be liable to make payment within **21 days** of incurring the Charges or earlier if requested by us.
- (f) You must inform us of any changes to other information previously provided to us. You must give us any additional information and support documentation relevant to the Program or any Cardmember Account that we request or as required by applicable law. We may charge an additional annual administration fee where any billing address is outside Hong Kong.
- (g) You will be deemed to have received any notice we give you under this Agreement **7 days** after we send it, unless you receive it earlier.
- (h) Notices required under this Agreement to be delivered to American Express shall be delivered to the address below: Global Corporate Payments, 18/F., 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

8. Problems with Bills or Purchases

- (a) You are responsible for confirming the correctness of your monthly statement and, if you notify us immediately of a disputed Charge we will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your Account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

amount, but you must pay us for all other Charges. If, at your request, we agree to charge back a seller of goods or services, you agree to indemnify us for any claim against us based upon the rejection of the goods or services or that charge back.

- (b) Unless required by law, we are not responsible for goods or services obtained with the Card or Account, 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.
- (c) You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official police report. By reporting the existence of Unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorised Charges to the police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the police in relation to your claim of Unauthorised Charges.
- (d) You may authorise a Merchant to bill Recurring Charges to your Card or Account. To avoid potential disruption of Recurring Charges or the provision of goods or services, in the case of a replacement Card or cancelled Card it is always your responsibility to contact the Merchant and provide replacement Card or Account information or alternate payment arrangements. You and/or the Cardmember will be liable for Recurring Charges incurred on a cancelled Card or Account. To stop Recurring Charges, you must have the right to do so by law or under your arrangement with the Merchant and you must advise the Merchant in writing or in another way permitted by the Merchant.
- (e) If we agree to place any limits or restrictions on the type of Charges incurred on any Card or Account, we are obliged only to use reasonable efforts to apply such limits or restrictions and this does not affect your liability for any Charges. We are unable to block or prevent Charges at certain Merchants, including but not limited to Merchants who do not process Charges via electronic terminals or who have provided us with a description of their own activities, which may be incomplete or inaccurate. In classifying Merchants in our system or records, we are entitled to rely on any description of their own activities provided by such Merchants.

9. Lost/stolen Cards and misuse of Accounts

- (a) You must ensure that we are informed immediately by telephone at (852)2277 1088 (or such other number advised by us to you or to Cardmembers from time to time) if:
 - (i) A Card is lost or stolen;
 - (ii) A replacement Card has not been received by the Cardmember;
 - (iii) Someone else learns a Code;
 - (iv) There is suspicion that a Card or Account is being misused or a transaction is unauthorised; or
 - (v) there is suspicion that a transaction has been processed incorrectly.
- (b) You agree to cooperate with us in our efforts to control fraudulent use of any Card or Account, including but not limited to providing us with any declarations, affidavits and/or copies of any official police reports, as reasonably requested. You agree that we may provide information to the relevant governmental authorities concerning the activities of you, a Designated Employee and/or Cardmember under the Program.

10. Online Service

- (a) You must ensure that access to the Online Service is restricted only to Designated Employees whom you see fit to have access and that such persons access the Online Service only via our web site as notified to you from time to time, using the assigned user id and password ("Security Information"). You must implement and exercise reasonable measures and controls to ensure that only such persons access the Online Service.
- (b) You are responsible for obtaining and maintaining your own compatible computer system, software and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software, equipment or communication line costs.
- (c) If, at any time, whether before or after this Agreement comes into effect, American Express introduces or has introduced any third party software provider to the Company, the Company acknowledges and agrees that American Express makes no representation nor warranty expressly or impliedly as to the functionality or reliability of any software provided by that third party to the Company, nor as to the availability, quality or duration of software support or upgrades by the third party. Moreover, the Company acknowledges and agrees that American Express shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. The Company hereby agrees that its sole recourse for any damages suffered arising from the use of, or any aspect of the software, will be to the provider of the software.
- (d) The Security Information is confidential to the respective Designated Employee. You must ensure that the Security Information is not shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Service by you, your Designated Employee or anyone else, nor for disclosure of confidential information by us where you have failed to maintain the security of the Security Information.
- (e) We may terminate, withdraw, modify or suspend the use of the Online Service at any time. Except where security requires it or in circumstances beyond our control, or in the event of fraud or your breach of these terms of use for the Online Service, we will give you prior notice of our withdrawal or suspension of the Online Service in accordance with the "Changes to this Agreement" section of this Agreement.
- (f) Whilst we will make commercially reasonable efforts to notify you each time a statement is posted, you are responsible for regularly retrieving your statement for each billing period.
- (g) You agree that access to the Online Service is subject to the website terms of use as displayed on the American Express website.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)**11. Suspension**

We may immediately suspend a Card or Account if we suspect unauthorised or fraudulent use, or if we believe the Account or Card may not be paid in full and on time and/or for other related reasons. In such cases, this Agreement will continue, and you and/or the Cardmember will remain responsible for all authorised Charges incurred on the Card or Account. We may also require you to provide us with security in order to avoid suspension of any Card or Account.

12. Charges made in Foreign Currencies

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

13. Fees and other Charges

- (a) Fees and Charges applicable to a Card or Account are described in the attached Key Facts Statement and will appear as Charges on the Card or Account. Such fees include an annual fee which is payable in respect of the benefits and privileges (excluding any payment facility) offered to you in connection with your Card.
- (b) Various service related fees may be charged if you select additional services from us. Any such fees will be disclosed to you at the time of accepting the services.
- (c) We may also charge fees to a Card or Account for services that we provide to Cardmembers that are not covered in the Cardmember Agreement, for example (and by way of illustration only) fees for participating in the Membership Rewards® Program.
- (d) We reserve the right to make changes to the attached Key Facts Statement as provided under the section "Changes to this Agreement".
- (e) If we receive from you a cheque, direct debit or other payment instrument which is not honored in full, you agree to pay us the dishonored amount plus our reasonable collection costs and legal fees, except as prohibited by law.

14. Late payment charges

If you do not pay your Account in full upon receipt you are in default. Therefore, you acknowledge that we may suspend or cancel your charge privileges, and you agree that late payment charges may be incurred as follows:

- (i) If we do not receive full payment of the 'Total due' billed in the monthly statement by the date of the next statement, the unpaid balance will be identified as an 'Overdue' amount.
- (ii) Late payment charges will be incurred on any overdue amount which is identified in a statement and will be billed in that statement.
- (iii) An overdue amount may include any unpaid late payment charges billed on previous statements.
- (iv) The amount payable is set out in the attached Key Facts Statement.

15. Term And Termination

- (a) The initial term of this Agreement starts on the date it is signed by the second party to do so and, subject to (b) and (c), shall continue in force until and unless terminated by either party giving the other **3 months** notice.
- (b) Either party may terminate this Agreement or an Account immediately by notice at any time if the other is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation or voluntary administration, or if it ceases to carry on business in Hong Kong.
- (c) We may also terminate this Agreement or an Account immediately by notice in the event of your material breach of this or any other agreement between us or with any of our Affiliates, or in the event that we deem levels of fraud or credit risk on any Card or Account to be unacceptable to us.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

- (d) If this Agreement is terminated for any reason, we shall suspend the Account and all Cards. You must pay us immediately for all outstanding Charges and any other amounts you owe us on any Card or Account or otherwise under this Agreement, including unbilled Charges that may not be shown on the last Statement. We will only cancel an Account after you have paid all amounts you owe to us. All fees continue to accrue if outstanding balances exist on a cancelled or suspended Account.
- (e) You agree to indemnify us for all reasonable costs incurred in recovering or attempting to recover Charges from you, including solicitor's fees on a solicitor/client basis, except as prohibited by law.
- (f) We reserve the right at our sole discretion to cancel or suspend any Card or Account in accordance with the Cardmember Agreement without notice to you.
- (g) You will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any withdrawal or cancellation of a Card that has been requested by you.

16. Changes to this Agreement

- (a) We may change the terms of this Agreement at any time by giving **30 days'** prior notice to you. We will consider you to have accepted the notified changes if you or Cardmembers keep or use their Account or Card thereafter.
- (b) We may change the Cardmember Agreement in accordance with its terms and we will notify you accordingly. You shall remain liable for all Charges notwithstanding such changes in accordance with the "Liability" section of this Agreement.

17. Confidentiality

- (a) All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential except as necessary for the proper performance of the Program or as otherwise expressly provided in this Agreement or agreed in writing between the parties.
- (b) The parties shall treat this Agreement as confidential and may not disclose any of its contents to any third party without the other party's prior written consent, or unless legally required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.
- (c) We may name your Company as an American Express customer for public relations and marketing purposes.
- (d) This provision shall survive the termination of this Agreement.

18. Limitation of Liability

- (a) Notwithstanding any other provision in this Agreement, in no event shall we, our direct or indirect subsidiaries, controlled affiliates, agents, employees or representatives be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of this Agreement.
- (b) Except where required by law, we will not be responsible or liable to you for any loss or damage arising in relation to:
 - (i) Delay or failure by a Merchant to accept the Card or Account, the imposition by a Merchant of conditions on the use of the Card or Account or the manner of a Merchant's acceptance or non-acceptance of the Card or Account;
 - (ii) Goods and/or services purchased with the Card or Account, or their delivery or non-delivery;
 - (iii) Use of the Card in a machine that dispenses goods, services or cash or other means of payment;
 - (iv) Our declining to authorise any Card or Account transaction, including our action to revoke or suspend Card privileges on any Card or Account; or
 - (v) any information provided via the Online Service not being available or inaccurately displayed for any reason, including due to your email address having changed or being invalid, systems failure or interruptions in the communications systems.

19. Force Majeure

Neither party nor American Express's third party suppliers and licensors will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their reasonable control including, without limitation, acts of God or nature; government intervention; power, communications, satellite or network failures; unauthorised access or theft; acts of terror; or labour disputes or strikes. This provision survives termination of this Agreement.

20. Assignment of this Agreement

- (a) We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party and you consent to this without us having to notify you.
- (b) If we do so, or intend to do so, we may give information about you and the Account, including confidential information about you, the Account or this Agreement, to the relevant third party or Affiliate.
- (c) You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this section shall be void.

21. Applicable Law and Jurisdiction

- (a) This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement are governed by the laws of Hong Kong, SAR.
- (b) The courts of Hong Kong will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relation to this Agreement and you agree that Hong Kong is the appropriate jurisdiction for the determination of any dispute.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)**22. Privacy and Data Protection**

- (a) Notwithstanding the terms of the "Confidentiality" provision, you understand and agree that we will process, analyse and use information about you and the use of Cards and the Account and may combine that information with information from other sources, for example, in order to develop reports that may enable you to maintain effective procurement policies and procedures, or to authorise Charges and prevent fraud.
- (b) We will keep all information about you, a Program Administrator, Account User or person designated by you as your point of contact for the Account ("Designated Employees") and/or Cardmembers only for so long as is appropriate for the purposes of this Agreement or as required by law.
- (c) We may disclose information about you, Designated Employees and/or Cardmembers to the extent necessary to operate and manage the Account (including any credit bureau, credit reference agency or debt collection agency), to computerised reservation systems, to suppliers of goods and services, to any entity that controls, is controlled by, or is under common control with us, including its subsidiaries, and their appointed representatives and licensees (together, "Affiliates"), and receive such information from these parties for operation by us of the Account.
- (d) We may disclose information about you, Designated Employees and/or Cardmembers use of the Account to our bank or other payment service providers or payment systems selected by us to the extent necessary to permit the invoicing and payment for the Account.
- (e) We may, in accordance with local law, monitor and/or record telephone calls to or from you, either by ourselves or by reputable organisations selected by us.
- (f) For the purposes of this section, information includes, in respect of individuals, personal information. We will use commercially reasonable efforts to inform Designated Employees and/or Cardmembers regarding our use of their personal information. Upon a Designated Employee or Cardmember's request to our Data Protection Officer (Corporate Card), we will also provide them with information we hold about them. If requested by you, you agree to instruct Designated Employees and/or Cardmembers to update, once a year, their profile information held by us.
- (g) You agree that in order to service your Account we may transfer information including personal information confidentially to our Affiliates and other organisations which issue or service American Express Cards. You also agree that we may transfer personal information to other countries for processing and servicing and that we may disclose personal information to third parties who provide services to us, subject to appropriate conditions of confidentiality.
- (h) You understand that we would also like to use information about you and your Designated Employees and you and your Designated Employees' 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 American Express International, Inc. ("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. You understand that Amex, Amex Group companies and Amex Partners may from time to time, engage third parties to provide marketing services on their behalf.

You agree and/or have procured the agreement of your Designated Employees that we may use any such personal information for marketing purposes. You further warrant and confirm that (a) You have given written notice to your Designated Employees as required under the (Hong Kong) Personal Data (Privacy) Ordinance (Cap 486) (including any amendments, regulations and guidelines thereto), and have obtained the written consent of each of your Designated Employees to the provision of his/her personal data to Amex for the marketing purposes as described above; and (b) the use of your Designated Employees' personal data by Amex as described herein is consistent with the consent which you have obtained from each of the Designated Employees. You also agree to indemnify Amex for any breach of the above warranties.

It is not obligatory for your Designated Employees to allow their personal information to be used for these purposes and you and/or your Designated Employees have the right to opt-out from such marketing purposes. You and/or your Designated Employees have an opportunity to opt-out from use of their personal information for these purposes in the application form, and may also change your mind at any time by writing and providing your details to Amex.

If you and/or your Designated Employees have agreed that you and/or your Designated Employees' information may be used for marketing purposes, you and/or Designated Employees also agree that American Express, 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.

* 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.

- (i) You agree that we may provide personal information to any organisation whose name, logo or trademark appears on your application for the Card or Account or on the Card issued to you for planning, product development, research and management information purposes.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

- (j) You must obtain the unambiguous and informed consent of all Designated Employees to your supply of their information to us, and to the use of their information in the manner as set out herein except where these persons have already provided their consent directly to us, for example under the Cardmember Agreement. Where you have provided us with information about individuals, you will also ensure they are aware of their ability to access that information, to advise if it is inaccurate and to opt-out of the use of their information for marketing purposes.
- (k) You agree that information about you, Designated Employees and/or Card Members collected during the operation of the Account may be disclosed to, or used and retained by your employer and its affiliates and their respective service providers and/or processors.
- (l) The person to whom opt-out requests or consents in relation to the use of personal data for direct marketing, requests for access to data or correction of data and for information regarding policies and practices and kinds of data held are to be addressed is as follows:
The Data Protection Officer
American Express International, Inc., Hong Kong Branch
18/F, 12 Taikoo Wan Road, Hong Kong

23. Set-Off

We shall be entitled to deduct and offset any amounts we or our Affiliates owe to you, from or against any amounts you or any of your Affiliates owe to us or any of our Affiliates under this or any other agreement.

24. Subrogation

If a Merchant or supplier does not provide you with the goods or services charged to the Card or Account, we may at our discretion credit the Card or Account for the amount charged. If we do so, you hereby appoint us your attorney to pursue any right you may have against the supplier in your name but at our cost including but not limited to, voting and proving in any insolvency, administration or commencing any proceedings against the supplier. You agree to assign to us on demand any such rights.

25. Exchange Control, tax and legal requirements

- (a) You must comply with exchange control, tax laws and any other laws governing the use of your Account or Cards, and you agree to indemnify us against any consequence of your failure to comply.
- (b) Unless specifically stated, all amounts payable under this Agreement are exclusive of taxes, which if applicable, should be added to the amount payable, whether monetary or non-monetary consideration is provided. We may charge to your Card or Account the full amount or a reasonable part of that tax, duty, or other charge (as determined by us) except as prohibited by law.
- (c) The following provisions shall apply in relation to taxes:
- Taxes are defined to include but are not limited to Goods and Services Tax (GST), Value-Added Tax (VAT) and all other taxes and duties levied or assessed in connection with a supply made under this Agreement.
 - Taxes that are payable under this section are due at the same time as any amount payable under the agreement is due.
 - If any payment under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the amount of any input tax credit the other party is entitled to claim is deducted from that payment.
 - Where amounts payable under this Agreement are in respect of a taxable supply, the parties will agree to issue a tax invoice in respect of the supply.
- (d) In the event that any of such fees payable to us are subject to withholding taxes you shall withhold and pay over the required amounts to the tax authorities within the time provided by law, and you will deduct the amount of any such withholding taxes from the fees to be paid to us and shall furnish to us within **30 days** thereof or as soon as practicable thereafter the official receipts of the relevant tax authorities for the taxes involved.
- (e) Each Party shall otherwise be responsible for its own taxes arising in connection with this Agreement.
- (f) We may provide you with reports, management information and/or data feeds for your Account in our standard format. We do not represent or guarantee that you can rely on such reports or information being accurate or complete for the purpose of complying with your tax or other legal obligations or for any other purpose.

26. Third Parties

This Agreement shall be for the benefit of and binding upon both us and you and our and your respective successors and assigns and no other party.

27. No Waiver

If we fail to exercise or partially exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

28. Severability

- (a) If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.
- (b) Modifications under this provision will not affect the parties' obligations under this Agreement, which will continue as modified.

29. Entire Agreement

- (a) These terms and conditions for American Express Global Corporate Payments and any related Account Applications constitute the entire Agreement between us and you regarding Commercial Card Services and all prior representations, agreements and understandings are hereby excluded.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

- (b) Where this Agreement is entered into pursuant to a broader master agreement between you (or any of your Affiliates) and us (or any of our Affiliates) covering the issuance of American Express Global Corporate Payments by us or any of our Affiliates in countries other than Hong Kong, this Agreement shall take precedence in respect of any Program provided in Hong Kong, to the event of any inconsistency between this Agreement and that master agreement.

B. Business Travel Account

'Account User': In the case of a BTA, this term means an individual authorised by you to make travel reservations and thereby incur Charges on an Account.

Where you have selected a BTA in the Account Application, the following sections also apply:

(a) Account Users

You must designate in writing Account Users. You are responsible for notifying the Travel Office of any changes to that list. We shall be entitled to rely upon the accuracy of this or any updated version of this list provided an update is received from you on your letterhead and signed by an authorised officer. We shall also be entitled to hold you responsible for all Charges incurred on the BTA by such authorised individuals or individuals who reasonably appear to be such Account Users.

(b) Changing Travel Agents

If you cease employment of the services of the nominated Travel Office, the BTA for the Travel Office will be closed. Any outstanding amounts on this BTA will require immediate payment. Subject to approval by American Express, you may apply for a BTA for use at your new Travel Office.

(c) Use of the BTA

- (i) Once your request for a BTA has been approved by American Express, we will provide you with a BTA number. We will not issue plastic cards to you or any Account Users for BTA.
- (ii) The Travel Office will accept Charges from your Account Users and bill them to your BTA. The Travel Office will prepare appropriate Record of Charge forms ('ROC') showing the BTA number quoted by you.
- (iii) You agree that the BTA will be used for travel purposes and in accordance with our policies and procedures.
- (iv) Cash advances cannot be charged to the BTA.
- (v) Upon receipt of a ROC, we shall debit or credit the amount of the Charge to your BTA, as appropriate.
- (vi) You agree to be bound by the normal terms and conditions governing the booking of travel at any Travel Office. This shall include, but is not limited to the obligation to pay applicable cancellation fees. With respect to the handling of the BTA or of any Charge, the BTA conditions take precedence.

C. American Express @ Work®

This section applies where the Company has requested for use of @ Work Services:

(a) Authorised Users

For the purposes of this clause, "American Express" also refers to American Express Travel Related Services Company, Inc. Use of the American Express @ Work Services is restricted to those authorised users designated by Company during the implementation of their American Express @ Work Services ("User(s)"). Company understands that the designation of, and restricting access to, Users is part of the security of their overall American Express @ Work Services data and agrees that Company shall not substitute or replace any User, or add any additional Users, except upon notice to and with the assistance of the applicable American Express @ Work Services Support Team whose responsibility it is to provide for these services. Company shall ensure that all Users comply with the terms and conditions of this Agreement.

(b) Password

Company is responsible for protecting the confidentiality of the User ID(s) and Password(s) assigned to each User by American Express (collectively, the "Password"). Company shall be responsible for any use of the American Express @ Work Services accessed by a Password, whether authorised or unauthorised. American Express shall not be liable for any loss or damage arising from the use or misuse of any Password.

(c) Licence Rights and Terms

Pursuant to these terms and conditions, American Express hereby grants each User a limited, non-transferable, non-exclusive licence to permit Users to access and use the selected American Express @ Work Services for the sole purpose of managing Company's American Express related data and accessing and/or creating reports relating thereto and solely during the term of this Agreement. American Express shall retain all rights to and in the American Express @ Work Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither Company nor the Users may download the American Express @ Work Services. Neither Company nor its Users shall:

- (i) remove any copyright or other proprietary legends from the American Express @ Work Services;
- (ii) sub-licence, lease, rent, assign, transfer or distribute the American Express @ Work Services to any third party;
- (iii) alter, modify, copy, enhance or adapt the American Express @ Work Services;
- (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the American Express @ Work Services with any other software or materials; or
- (v) otherwise create or attempt to create any derivative works from the American Express @ Work Services.

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

Notwithstanding the foregoing, you may download JAVA Applets as applicable based on the American Express @ Work Services selected and you may download, keep or merge reports generated by you through American Express @ Work Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. This licence granted in this section shall terminate with respect to each type of American Express @ Work Services selected by Company upon termination of Company's relevant American Express commercial account agreement(s).

(d) Customer Obligations

Company will comply with all applicable laws with respect to the American Express @ Work Services, including, but not limited to, laws related to the export of technical or personal data. Company will only use the American Express @ Work Services with content and data for which Company has all necessary rights.

(e) Termination

Either party may terminate this licence for any reason or no reason by giving the other party **30 days** prior written notice. American Express may immediately terminate this licence upon written notice to Company if:

- (i) Company fails to pay any applicable fee when due pursuant to the terms of the Company's relevant American Express commercial account agreement(s);
- (ii) Company or its Users breach obligations set forth in this section; or
- (iii) Company or its Users otherwise breach any other terms contained in this Agreement.

Upon the expiration or termination of this licence for any reason, Company shall:

- (i) immediately require that all Users cease using the American Express @ Work Services;
- (ii) promptly pay any applicable fees accrued but unpaid as of the expiration or termination date; and
- (iii) within **15 days** after expiration or termination that Company and its

Users destroy or return any American Express documentation and confidential information in Company's possession or control to American Express. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Notwithstanding the above, you may download, keep, or merge reports generated by you through the American Express @ Work Services. We retain all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. All terms relating to an American Express Corporate Card or Corporate Purchasing Card Account Agreement will survive the termination or expiration of this licence.

(f) Service Interruptions

American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible. American Express @ Work Services may experience unanticipated downtime or interruptions.

(g) Disclaimer of Warranties

American Express and its third party suppliers and licensors do not warrant that the American Express @ Work Services will meet Company's requirements or that access to the American Express @ Work Services, or the operation of the American Express @ Work Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the American Express @ Work Services will be accurate. American Express @ Work Services are provided "as is" and to the extent permitted by law, American Express and its third party suppliers and licensors specifically disclaim all representations or warranties of any kind, expressed or implied, including, without limitation any implied warranty of merchant ability, fitness for a particular purpose, title, non-infringement or accuracy.

12. 一般條款**香港美國運通全球企業支付協議 — 公司**

本香港全球企業支付協議是由美國運通國際股份有限公司（「我們」、「我們的」及「美國運通」）與在隨附賬戶申請書中所指名的公司（「閣下」、「閣下的」及「貴公司」）訂立並管限貴公司在香港使用該等賬戶。本協議列出我們在香港提供美國運通全球企業支付業務所依據的條款及條件，並且管限閣下使用在賬戶申請書中所選擇的賬戶，而該賬戶申請書將構成本協議一部分。

在閣下使用任何美國運通全球企業支付業務的產品或服務之前，請細閱此等條件。如果閣下使用任何賬戶或卡，即表示閣下將會同意此等條件，而此等條件將管限閣下對於該賬戶或卡的使用。如果閣下不欲使用該賬戶或卡，請閣下以書面形式發出由獲授權人士簽署的公司信箋以掛號郵遞致予以下地址通知美國運通：企業支付業務部，香港太古城太古灣道12號18樓。

12. 一般條款 (續)

A：一般條文

1. 定義

下列定義在本文件整份內使用：

「**賬戶**」：按在賬戶申請書內所選擇，閣下的美國運通公司卡賬戶、公司會議卡賬戶、公司採購卡賬戶及/或商務差旅賬戶。

「**賬戶申請書**」：指經由貴公司填寫的隨附賬戶申請書，賬戶申請書構成本協議一部分。

「**賬戶限額**」：適用於貴公司賬戶的限額或者全部或分組會員賬戶合計的限額，即在何時均可供簽賬的最高款額。

「**聯屬成員**」：控制相關一方、被相關一方控制或與相關一方受同一人控制的任何實體，包括其附屬公司。

「**協議**」：此等條款及條件，與會員及我們之間另行及獨立議定的獨立會員條款及條件區分開來。

「**商務差旅賬戶**」：使貴公司能夠集中處理透過其指定差旅代理人入賬的簽賬並就該等簽賬每月接獲美國運通發出賬單的賬戶。

「**會員**」：在閣下要求下獲發給公司卡、公司會議卡或公司採購卡的個別人士。會員是獲閣下授權，不論以使用卡或其他方式，就賬戶產生簽賬的個別人士。如屬商務差旅賬戶，會員一詞包括獲閣下授權作出差旅預訂安排並因此就賬戶產生簽賬的賬戶使用者。

「**會員賬戶**」：指我們為執行及記錄簽賬的目的而為會員設立的賬戶。

「**會員協議**」：我們與會員所訂立，管限簽賬法律責任及使用卡的協議。

「**卡**」：根據本協議或就任何賬戶發出的任何卡，不論是塑料製或非塑料製的。

「**簽賬**」：向某賬戶計賬的一切款項，不論是否有簽署簽賬表格或其他簽賬授權書，包括購買貨品及服務、現金墊支、逾期付款收費及任何其他費用或收費。如屬商務差旅賬戶，「簽賬」包括美國運通不時指定的預定飛機票費用、離境稅、旅遊保險保費、簽證費及其他差旅收費。

「**密碼**」：我們批准就閣下的賬戶使用的任何個人識別號碼、電話密碼或網上密碼。

「**商業卡服務**」：根據本協議我們所提供的任何或一切賬戶或服務。

「**公司卡**」：就閣下的賬戶發出的美國運通公司卡。

「**公司會議卡**」：專為關於研討會和會議開支及其他雜項支出的每月綜合賬單而設的開支管理產品。

「**公司採購卡**」：為貴公司經常使用的貨品及服務提供採購及付款作用的產品。

「**指定雇員**」：為計劃聯絡人、會員或由閣下所指定作為閣下的商業卡服務或計劃聯絡人的人士。

「**轉售項目**」：為使用閣下的卡或賬戶購買並由貴公司為轉售目的而使用的貨品及服務。

「**商戶**」：接受使用美國運通卡作為就貨品及/或服務付款方式的公司、商號或其他機構。

「**網上服務**」：我們向貴公司提供以互聯網為基礎的任何服務。

「**計劃**」：根據本協議和會員條款及條件向會員及貴公司提供的美国運通商業卡服務。

「**計劃聯絡人**」：貴公司通知我們擔任其計劃聯絡人的人士。

「**連續簽賬**」：指閣下授權商戶重複或定期呈交某卡的簽賬。

「**簽賬記錄**」：證明任何簽賬購買價的簽賬記錄。

「**結單**」：對在指明期間內的卡或賬戶交易、賬戶結餘及其他相關賬戶資料的記錄。

「**差旅辦事處**」：閣下就商務差旅賬戶計劃所指定的差旅代理人。

「**未經授權簽賬**」：指並不使閣下或貴公司受益，並且是由並非會員及並未獲實際、隱含或明顯授權使用該卡或賬戶的人士所產生的簽賬。

2. 設立賬戶及發卡

- (a) 我們將會以閣下的名義設立並操作賬戶，以及（如適用時）就閣下的賬戶發出附有閣下的名稱及任何指定僱員及/或會員姓名的卡。
- (b) 我們保留權利：
 - (i) 規定每名準會員填寫我們的卡或賬戶申請書，包括提供為遵守當地法律所須的任何身分識別或其他資料；
 - (ii) 進行信貸查核，並要求銀行、信貸資料服務公司及其他資料來源定期提供與閣下及/或任何會員相關的財務資料及其他資料。此等代理機構可保留該等查核記錄，包括有關閣下賬戶的活動情況及付款記錄的資料，而我們及其他商號和機構在作出有關閣下或會員的信貸決定時可（在受適用法律的規限下）使用該等資料，包括防止欺詐行為或追討債務人；及
 - (iii) 拒絕向任何人士發出、更換或補發卡或賬戶；隨時概括性地或就個別交易而取消或暫停使用卡或賬戶。
- (c) 此外，如屬綜合法律責任公司卡賬戶，我們可按照我們慣常的風險管理準則，堅持設定會員的最低收入。

12. 一般條款 (續)

- (d) 在受上文第2(b)條的規限下，我們應更換及補發卡，直至閣下或會員另行指示為止。
 - (e) 閣下須自行負責選擇閣下要求我們為其發出卡及設立會員賬戶的人士，並告知我們該等人士的姓名。我們可將由指定雇員轉介給我們的任何申請人視為獲閣下批准持有及使用某卡。
 - (f) 我們將應要求向閣下提供當時生效的任何會員申請表格或會員協議。我們保留權利，自行酌情決定，隨時更改會員申請表格及會員協議，並就以互聯網為基礎的會員申請書，設定額外或不同的規定，而我們將據此通知閣下。
 - (g) 閣下必須確保，每位申請人所使用的均為我們所訂明的現行會員申請表格及程序，以及確保在填寫會員申請表格之後及無論如何在向會員提供該卡之前的適當時間，現行會員協議均已向每位申請人提供並由其保留。
- ### 3. 使用該卡及/或賬戶
- (a) 閣下只可在按照本協議規定下及在卡面上所示的有效日期內使用該卡。
 - (b) 閣下不得將任何卡或賬戶號碼給予他人或者准許他人使用該卡或該等賬戶號碼作簽賬、識別身份或任何其他用途。
 - (c) 會員為唯一有權使用附有他或她姓名的卡及相應會員賬戶的人士。閣下必須確保每名會員均採取合理措施，以防止任何其他人士使用該卡及/或賬戶，以及確保每名會員均採取妥善的謹慎措施，以安全保管該卡並保密該卡及賬戶的一切資料。
 - (d) 為保障我們所批准用於閣下賬戶的任何密碼，閣下必須盡最大努力確保任何會員：
 - (i) 緊記密碼；
 - (ii) 銷毀我們告知該等會員密碼的通訊（如適用）；
 - (iii) 不得在該卡上寫上密碼；
 - (iv) 不得將密碼記錄與該卡或賬戶詳情一併存放或存放在該卡或賬戶詳情附近；
 - (v) 不得將密碼告知任何人；
 - (vi) 如果該等會員選用密碼，請勿選用容易被他人聯想到與該等會員有關的號碼（例如該等會員的姓名、出生日期或電話號碼）作為密碼；及
 - (vii) 在將密碼輸入自動櫃員機（下稱櫃員機）或其他電子設施時，注意切勿讓他人看到密碼。
 - (e) 閣下必須指定一名人士作為計劃聯絡人，以管理閣下設於我們的每一賬戶。
 - (f) 閣下不得退回使用該卡或賬戶所獲得的任何貨品、票券或服務，以換取現金。但若該商戶同意或有責任如此行事，閣下可向該商戶退回該等貨品、票券或服務，藉以將有關退賬記入該卡或賬戶。
 - (g) 除因退回之前所購買的貨品或服務以外，閣下不得為任何理由而獲得有關退賬貨記入卡或賬戶。
 - (h) 如果閣下並非真誠地預期在接獲閣下的月結單時，可全數就閣下的賬戶付款，則閣下不應使用任何卡或賬戶。
 - (i) 如果已發出將貴公司清盤的申請，或者如果貴公司通過將其清盤的決議案，或者如果已就貴公司或貴公司的任何資產委任清盤人、管理人及/或接管人，閣下必須停止使用任何卡或賬戶，並立即通知我們。
 - (j) 閣下確知悉及同意，我們有權拒絕授權進行任何簽賬，而無須給予理由或事先通知，以及我們無須就因該拒絕授權而引致的任何損失或損害，對閣下或任何其他人士負上法律責任。
 - (k) 閣下不得使用任何卡或賬戶作任何非法用途，包括在香港法律、使用該卡或賬戶所在任何國家/地區的法律、或者提供貨品或服務所在任何國家/地區的法律下所禁止購買的貨品或服務。
 - (l) 在涉及使用該卡或賬戶的任何調查中或在向會員追收簽賬時，閣下同意向我們提供關於該卡或賬戶的地點及他或她的地址之一切資料，並且與我們合作。在該卡被取消及/或本協議被終止之後，此條文將繼續生效。
 - (m) 雖然會員使用該卡，但該卡在任何時間仍屬我們的財產。
 - (n) 在受本協議或會員協議中所列限制的規限下，閣下應指示會員使用該卡或賬戶作閣下的業務用途，即就與閣下業務有關的差旅及娛樂中使用的貨品及/或服務，或者在經營閣下的業務過程中所使用或耗用（而非作轉售之用的）的貨品及/或服務，向商戶付款，並且遵照閣下的政策及程序規定行事。
 - (o) 作為一項特別的優惠，若閣下擁有公司卡或公司採購卡賬戶，我們可准許將該卡或賬戶用作購買轉售項目，但前提是：
 - (i) 閣下須在賬戶申請書上顯示閣下使用閣下的卡或賬戶購買轉售項目的意向，或者閣下須另行以書面告知我們該意向；及
 - (ii) 閣下將按下文「法律責任」中所列出，對與轉售項目有關的一切簽賬獨自負上法律責任；及
 - (iii) 閣下同意我們可要求閣下簽署額外的協議。
 - (p) 「運通財服務」（如適用的話）容許會員從張貼「美國運通」（American Express）標誌的自動櫃員機提取現金。如果會員登記使用我們的「運通財服務」，參與使用此服務可能受與會員訂立的另一協議所管限，但在任何時間，閣下將須就該等簽賬負上法律責任，不論閣下在賬戶申請書中所選擇的法律責任種類為何。

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

4. 付款

- (a) 閣下同意在接獲月結單時支付在每一賬戶月結單上所顯示的一切簽賬。每一簽賬月結單應在實際接獲月結單之日或在我們發送月結單後第七天被視作已由閣下或會員（取決於所設定的賬單系統）接獲。若閣下沒有接獲我們的月結單，閣下應負上法律責任，在產生簽賬的**21天**內或在我們所要求的較早日期，就簽賬作出付款。閣下未能準時及全數付款即屬嚴重違反本協議。
- (b) 如果閣下擁有公司採購卡賬戶，閣下同意在不遲於結單日期後**14天**，以直接扣賬或以銷售點電子資金轉賬方式，支付在每一賬戶月結單上所顯示的一切簽賬。如屬公司會議卡，閣下同意在不遲於結單日期後**21天**，以直接扣賬或以銷售點電子資金轉賬方式，支付在每一賬戶月結單上所顯示的一切簽賬。
- (c) 付款將在被接獲、結算及處理後記入相關賬戶或會員賬戶貨項。付款送抵我們進行結算及處理的時間取決於用以向我們作出付款的付款方法、系統及提供者。閣下必須給予我們充分時間在到期日或之前接獲、結算及處理付款，並將週末及公眾假期計算在內，因屆時我們及/或閣下的或我們的付款服務提供者未必開放營業。
- (d) 閣下及會員同意不得在沒有我們事先書面批准的情況下，扣減或預扣在任何賬戶結單或資料數據傳送專線上所顯示為到期應付的任何款項。閣下將會向我們支付在賬戶結單或資料數據傳送專線上所顯示的全數款項，不論閣下是否正在或有意就在閣下的賬戶結單或資料數據傳送專線上所載的款項提出爭議。如果閣下認為在結單上所顯示的任何簽賬存在錯誤或爭議，在我們調查該錯誤或閣下尋求解決該爭議時，閣下可要求及我們可在合理期間內設定及維持在賬戶上就具爭議性的簽賬給予暫時退賬。若爭議以對閣下有利的方式得以解決，我們將會將之前具爭議性的款項記入閣下賬戶的貨項，而該款項將在閣下的下一賬戶月結單上顯示。
- (e) 我們可自行酌情決定，接受逾期付款、部分付款，或者申明作為全數支付或作為解決任何爭議的任何付款。如果我們如此行事，我們不會喪失根據本協議或根據法律，我們所享有的任何權利，包括享有全數付款的權利，而這並不表示我們同意更改本協議。我們可將部分付款記入任何尚欠簽賬的貨項。
- (f) 除非我們另行以書面同意，否則閣下必須一直以港元向我們付款。
- (g) 經由我們一名高級人員簽署，註明根據本協議閣下及/或會員欠下我們款項的證明書，即屬該款項的證明文件。與設於我們的賬戶有關的或以我們所接獲由商戶以電子方式發出的數據資料所編製的任何文件之副本，應為任何目的獲接納以證明該文件的內容。

5. 法律責任

- (a) 就公司卡產品而言，以下法律責任選項應（按閣下在賬戶申請書中所作的選擇）適用：
- (i) **綜合法律責任：**在受第5(c)及(j)條條款的規限下，就經由美國運通按「綜合法律責任」的基準所批准的美國運通賬戶而言，貴公司及每位會員應就由會員所產生的一切簽賬負上共同及各別的法律責任；然而，貴公司應無須就以下簽賬負上法律責任：(i)由會員所產生屬個人性質並且就合法業務而言不會為貴公司帶來利益的簽賬或(ii)貴公司已向會員作出償付的簽賬；及
- (ii) **公司法律責任：**在受第5(c)及(j)條條款的規限下，貴公司應該該等美國運通賬戶所產生的一切簽賬對美國運通全面負上法律責任。
- 儘管有上述規定（並不論貴公司選擇綜合法律責任或公司法律責任），貴公司在所有情況下，均須獨自對每個以貴公司名義開立的公司卡賬戶所收取的所有年費負上全責。
- (b) 就在賬戶申請書中所選擇的任何商務差旅賬戶、公司採購卡或公司會議卡產品而言，閣下須就所產生的一切簽賬負上法律責任。
- (c) 除在下列情況外，閣下無須就任何卡或賬戶的未經授權簽賬負上法律責任：
- (i) 閣下及/或會員違反閣下與我們訂立協議的條款（特別是「使用該卡及/或賬戶」一節）；及/或
- (ii) 閣下或會員促致或以任何方式參與或受惠於該卡或賬戶被盜竊、遺失或不當使用；及/或
- (iii) 閣下或會員延遲根據「法律責任」第(d)分條規定通知我們，在此情況下，閣下須就一切未經授權簽賬負上法律責任，直至閣下或會員通知我們為止。
- 舉例而言，如果閣下或會員將閣下的卡及/或密碼給予他人使用，或者以違反本協議的方式行事，閣下可能須就因而導致的未經授權簽賬負上法律責任。
- (d) 如果任何指定雇員及/或會員代表閣下產生簽賬的授權終止，或者馬上在閣下知悉或有理由懷疑任何卡被遺失或盜竊，有其他人士知悉密碼，或者如果任何卡或賬戶存在被不當使用的風險，閣下同意通知我們。
- (e) 對於自會員代表閣下產生開支的授權被終止之日起直至我們接獲閣下通知終止授權之日為止所產生的一切簽賬，閣下均須負上向我們付款的法律責任。
- (f) 在下列情況下，閣下將盡最大努力，收回並銷毀已發給個別人士的卡：該等人士產生簽賬的授權被終止，該等人士基於任何理由而離職，或該等人士的卡被取消，或在本協議終止時。
- (g) 閣下同意指示會員須從速而無論如何每月最少一次呈交涵蓋使用卡進行交易的開支報告。

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

- (h) 閣下同意向會員發出指示，表明該卡是只為閣下的政策及程序所准許的經授權用途而發出，並從速向我們報告任何不當使用該卡或賬戶的情況；
- (i) 在閣下的卡或賬戶被用以購買轉售項目的情況下，閣下須就一切該等簽賬自行負上法律責任，不論會員法律責任在本協議中另有任何述明，以及即使閣下並未告知我們閣下有購買轉售項目的意向；及
- (j) 若賬戶是在(1)沒有相對應的實質塑料卡的情況下或(2)以個人商業會員實際姓名以外的名義的情況下被設定時，閣下須就一切簽賬（包括未經授權簽賬）負上法律責任。

6. 賬戶限額

- (a) 我們保留權利自行酌情決定，就任何賬戶及/或與閣下或閣下的聯屬成員可能在我們或我們的聯屬成員設有的其他賬戶或安排共同設定賬戶限額。我們可自行酌情決定，更改任何賬戶限額。我們將會在設定或更改賬戶限額之前或之時通知閣下。
- (b) 閣下同意定期監察及管理閣下的賬戶，包括但不限於，實行內部政策及程序，以控制會員的消費開支，確保不會超逾賬戶限額。
- (c) 在被提出要求時，閣下必須從速向我們提供我們或我們的聯屬成員為評估我們的財務風險及遵守我們的法定義務而合理所需的閣下財務資料及關於閣下業務的其他資料之副本。我們可使用及與我們的聯屬成員共用該等資料。
- (d) 我們可規定閣下向我們提供保證金/抵押，以免須設定或減低賬戶限額，或者以便能增加賬戶限額。
- (e) 為免產生疑問，閣下及/或會員仍須就在本協議中所列出的一切簽賬（包括已產生超逾賬戶限額的簽賬）負上法律責任。

7. 與閣下通訊

- (a) 我們可按閣下已作出的選擇，透過郵遞、電郵或網上渠道向閣下提供與計劃相關的結單、通知、資料披露及其他通訊（「通訊」）。
- (b) 我們可透過指定雇員與閣下通訊，而閣下接受此乃我們向閣下發出的有效通訊。閣下授權任何指定雇員就與本協議有關的一切事宜代表閣下行事，以及我們有權依據我們所接獲來自他們的任何指示、同意及資料。我們可透過指定雇員與會員通訊，在此情況下，閣下應確保來自或給予會員的通訊將立即分別轉交予我們或相關會員。
- (c) 閣下必須確保我們即時獲告知及更新閣下、任何指定雇員及/或會員的姓名/名稱、電郵地址、郵遞地址及電話號碼以及其他聯絡資料作交付通訊之用。如果我們無法交付任何通訊，或在試圖透過之前告知我們的地址或電話號碼送交任何通訊後，該通訊被退回，我們會認為閣下嚴重違反本協議，以及我們可停止試圖向閣下送交通訊，直至我們接獲準確的聯絡資料為止。
- (d) 我們提供的一切電子通訊（包括結單），將被視作在我們以電郵方式發送通知之日或將該通訊在網上刊登之日被接獲，即使閣下並非在該日查閱該通訊。
- (e) 如果閣下在任何月份沒有接獲任何結單，或無法透過網上服務查閱結單，閣下需在產生簽賬後**21天**內或在我們所要求的較早日期時作出付款，否則應負上法律責任。
- (f) 閣下必須告知我們以往向我們所提供的其他資料有任何更改。閣下必須向我們提供我們要求或適用法律所規定與該計劃或任何會員賬戶相關的任何額外資料及支持文件。若任何賬單地址在香港境外，我們可收取額外的管理年費。
- (g) 我們根據本協議給予閣下的任何通知應被視作在我們送交該通知後**7天**被接獲，除非閣下在較早日期接獲該通知。
- (h) 根據本協議規定須交付予美國運通的通訊應交付至以下地址：企業支付業務部，香港太古城太古灣道12號18樓。

8. 賬單或購買的問題

- (a) 閣下有責任確認閣下月結單的準確性，而如果閣下將某項具爭議性的簽賬立即通知我們，我們將採取合理步驟以協助閣下。如果商戶就簽賬作出退賬，我們在收到退賬後，會將有關款額記入閣下賬戶的貨項。如果問題不能即時解決，則在有待解決問題之前，我們可同意就任何具爭議性的款額給予暫時退賬，但閣下必須向我們支付所有其他簽賬。如果在閣下的要求下，我們同意向貨品或服務的賣方退單，閣下同意就基於拒絕接受貨品或服務或者該退單而針對我們作出的任何申索，對我們作出彌償。
- (b) 除非法律有所規定，對於使用該卡或賬戶所取得的貨品或服務，或若任何商戶不接受該卡，我們均無須負責。閣下必須向有關商戶直接提出任何申索或爭議。閣下沒有權利因該申索或爭議而不向我們付款。
- (c) 閣下同意，如被要求如此行事時，閣下應就閣下提出的未經授權簽賬申索，向我們提供書面確認，包括但不限於，提供下列任何或全部文件：法定聲明、關於假冒/偽造的誓章及/或正式的警方報告副本。閣下申報存在未經授權簽賬，即表示閣下同意允許美國運通向警方及任何其他調查或法定機構發放閣下所提供的任何資料或調查未經授權簽賬所涉及的任何資料。閣下亦同意，在被提出要求時，閣下應就閣下提出的未經授權簽賬申索，向我們及/或警方提供一切合理協助及相關資料。

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

- (d) 閣下可授權商戶就連續簽賬向閣下的卡或賬戶記賬。為免可能出現中斷連續簽賬或提供貨品或服務，在補發卡或取消卡的情況下，閣下不時有責任聯絡商戶並提供補發卡或賬戶資料或者替代付款安排。閣下及/或會員須就被取消的卡或賬戶所產生的連續簽賬負上法律責任。如要停止連續簽賬，閣下必須確保根據法律或根據閣下與商戶訂立的安排有權如此行事，以及閣下必須以書面或商戶所准許的其他方式通知商戶。
- (e) 如果我們同意對任何卡或賬戶所產生的簽賬種類設定任何限額或限制，我們只須盡合理努力運用該等限額或限制，而這並不影響閣下對任何簽賬的法律責任。我們無法阻礙或防止在某些商戶的簽賬，包括但不限於並非透過電子終端機處理簽賬的商戶，或就其本身業務活動向我們提供可能屬不完整或不準確述明的商戶。在我們的系統或記錄中將商戶分類時，我們有權依據由該等商戶所提供有關其本身業務活動的任何述明。

9. 卡被遺失/盜竊及賬戶被不當使用

- (a) 如果發生下列情況，閣下必須確保藉致電 (852) 2277 1088（或我們不時告知閣下或會員的其他號碼）立即通知我們：
- (i) 任何卡被遺失或盜竊；
 - (ii) 會員未收到經更換的卡；
 - (iii) 有其他人士知悉密碼；
 - (iv) 懷疑卡或賬戶被不當使用或交易未經授權；或
 - (v) 懷疑交易被不正確地處理。
- (b) 閣下同意與我們合作，致力管制不得以欺詐手段使用任何卡或賬戶，包括但不限於按我們合理要求向我們提供任何聲明、誓章及/或任何正式警方報告的副本。閣下同意，我們可向相關政府機構提供涉及在該計劃下，閣下、指定雇員及/或會員相關活動的資料。

10. 網上服務

- (a) 閣下必須確保只限於閣下認為適合擁有接達權的指定雇員接達網上服務，以及該等人士只透過我們不時告知閣下的網站，使用所編配的用戶名稱及密碼（「保安資料」）接達網上服務。閣下必須實施及行使合理的措施及管控，以確保只有該等人士可接達網上服務。
- (b) 閣下有責任取得及維持閣下本身為妥為接達網上服務所需的具兼容性的電腦系統、軟件及通訊線路。我們無須就閣下的軟件、設備或通訊線路費用負上責任或法律責任。
- (c) 如果在任何時間（不論在本協議生效之前或之後），美國運通向貴公司推介或曾推介任何第三方軟件提供者，貴公司確知悉及同意，對於由該第三方向貴公司所提供的任何軟件的功能或可靠性，或者對於由該第三方所提供軟件支援或升級版本的供應情況、質素或持續期，美國運通不作明示或默示的陳述或保證。此外，貴公司確知悉及同意，對於由第三方所提供任何軟件的質素、適銷性或對某用途的適用性，美國運通根本無須負上任何法律責任。貴公司特此同意，對於因使用軟件或軟件的任何方面而蒙受的任何損害賠償，其享有的唯一追索權將只可向軟件提供者提出。
- (d) 保安資料對相關指定雇員而言應屬機密。閣下必須確保不得與他人共用保安資料或不得將保安資料記錄在任何其他人士可查閱的不安全地點。對於閣下、閣下的指定雇員或任何其他人士不當使用網上服務，或者對於因閣下未能維持保安資料的保安工作而導致我們披露機密資料，我們無須負責。
- (e) 我們可隨時終止、撤銷、更改或暫停使用網上服務。除在保安情況規定如此或非我們所能控制的情況下，或在發生欺詐行為或閣下違反此等網上服務使用條款外，我們將會按照本協議「更改本協議」的規定向閣下發出我們撤銷或暫停網上服務的事先通知。
- (f) 雖然我們將盡在商業上屬合理的努力，每次在刊載結單時通知閣下，但閣下亦有責任在每個賬單期間定期檢視閣下的結單。
- (g) 閣下同意，接達網上服務須受在美國運通網站上所刊載的網站使用條款的規限。

11. 暫停

如果我們懷疑有未經授權或以欺詐手段使用卡或賬戶，或者如果我們認為該賬戶或卡未必可全數及準時獲付款及/或其他相關理由，我們可立即暫停該卡或賬戶。在該等情況下，本協議將持續生效，而閣下及/或會員將仍須就該卡或賬戶所產生的一切經授權的簽賬負上責任。我們亦可規定閣下向我們提供保證金/抵押，以避免暫停任何卡或賬戶。

12. 以外幣簽賬

- (a) 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。

12. GENERAL TERMS AND CONDITIONS (CONTINUED)

- (b) 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。
- (c) 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。
- (d) 以外幣簽賬的任何退款款額將一般有別於原本簽賬的款額，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。

13. 收費及費用

- (a) 適用於卡或賬戶的收費及費用在隨附資料概要述明，並將以該卡或賬戶的簽賬形式顯示。該等收費包括年費。年費須就在與閣下的該卡的相關情況下向閣下提供的利益及優惠（不包括任何付款信貸安排）而支付。
- (b) 如果閣下選用我們的額外服務，我們可收取與服務有關的各項費用。任何該等費用將在閣下接受服務時向閣下披露。
- (c) 我們亦可就我們向會員提供而未被會員協議涵蓋的服務，向卡或賬戶收取費用；例如（只作說明之用）參加美國運通® 積分計劃的費用。
- (d) 我們保留權利，按在「更改本協議」一節下所規定，對隨附資料概要作出更改。
- (e) 如果我們所接獲由閣下發出的支票、直接扣賬或其他付款票據不能全數兌現，閣下同意，除非在法律禁止的情況下，會向我們支付未能兌現款額加上我們的合理託收費用以及法律費用。

14. 逾期付款收費

- (a) 如果閣下並未在接獲結單後就閣下的賬戶全數付款，閣下即屬拖欠付款。因此，閣下確知悉，我們可暫停或取消閣下的簽賬權利，且閣下同意，逾期付款收費可按以下方式產生：
- (i) 如果我們在閣下的下一結單發出日期或之前並未收到在閣下的月結單上所記賬「到期應付總額」的全數付款，未付餘額將列明為「逾期」款額。
 - (ii) 逾期付款收費將會就在結單上列明的任何逾期款額產生，並將在該結單內記賬。
 - (iii) 逾期款額可包括在過往結單上所記賬的任何未付逾期付款收費。
 - (iv) 應付款額載於隨附資料概要。

15. 有效期及終止

- (a) 本協議的首段年期於須簽署本協議的第三方簽署之日開始，並且（在受(b)段及(c)段規限下）應持續生效，直至及除非任何一方給予另一方3個月通知終止本協議為止。
- (b) 在下列情況下，任何一方可隨時發出通知立即終止本協議或賬戶：如果另一方破產、無力償債或無法支付其債務，或牽涉入通常與無力償債相關的任何行動或法律程序（包括自願性法律程序），包括但不限於接管、清盤或自願性行政管理；或者另一方停止在香港經營業務。
- (c) 若閣下嚴重違反本協議或者我們雙方之間或與我們的任何聯屬成員訂立的任何其他協議，或者我們認為任何卡或賬戶的欺詐或信貸風險水平屬我們不可接納的水平，我們亦可給予通知立即終止本協議或賬戶。
- (d) 如果本協議基於任何理由被終止，我們將暫停該賬戶及所有卡。閣下必須立即向我們支付一切尚欠簽賬及閣下就任何卡或賬戶或者根據本協議欠下我們的任何其他款項，包括未必在上一結單上顯示的未計賬簽賬。我們只在閣下已支付閣下欠下我們的一切款項後方會取消賬戶。如果被取消或被暫停的賬戶存在尚欠餘額，一切收費將持續累計。
- (e) 對於在我們向閣下追討或試圖追討簽賬時所產生的一切合理費用，包括按律師/委託人基準計算的律師費用，（但如屬法律所禁止者則除外），閣下同意向我們作出彌償。
- (f) 我們保留權利，自行酌情決定按照會員協議規定取消或暫停任何卡或賬戶而無須通知閣下。
- (g) 對於就撤銷或取消閣下所要求的卡而針對我們提出的任何申索所引致或與此相關的一切行動、法律程序、申索及要求，閣下將會向我們作出彌償。

16. 更改本協議

- (a) 我們可向閣下發出30天事先通知，隨時更改本協議的條款。若閣下或會員在其後仍保存或使用其賬戶或卡，我們會認為閣下已接受所通知的更改。
- (b) 我們可按照會員協議的條款更改會員協議，並將據此通知閣下。即使有該等更改，閣下仍須按照本協議「法律責任」一節規定，就一切簽賬負上法律責任。

12. 一般條款 (續)**17. 保密**

- (a) 由一方方向另一方披露或提供的一切業務或專業秘密或其他資料必須加以保密，但如屬為妥善履行該計劃所必需者，或者在本協議中另有明確規定者或雙方之間以書面另有明確協定者則除外。
- (b) 雙方應將本協議視作機密處理，且不得在沒有另一方事先書面同意下向任何第三方披露本協議的任何內容，但如屬根據法院命令、適用法律、規例或者任何相關規管或監察機構所合法規定披露者則除外。
- (c) 我們可為公共關係及市場推廣目的而將貴公司名列為美國運通客戶。
- (d) 此條文在本協議終止後仍屬有效。

18. 法律責任限制

- (a) 即使本協議有任何其他條文，在任何情況下，我們、我們的直接或間接附屬公司、受控附屬成員、代理人、僱員或代表均無須就與本協議相關或因本協議引起屬任何性質的任何間接、附帶、特殊、懲罰性、懲戒性或相應而生的損害賠償，或者就任何利潤或收益損失而負上法律責任。
- (b) 除根據法律所規定外，對於就下列各項而產生的任何損失或損害，我們將不須對閣下負上責任或法律責任：
 - (i) 商戶延遲或沒有接受該卡或賬戶，商戶對使用該卡或賬戶設定條件，商戶接受或不接受該卡或賬戶的方式；
 - (ii) 以該卡或賬戶購買的貨品及/或服務，或者該等貨品或服務的交付或不交付；
 - (iii) 在配發貨品、服務或現金的機器或其他付款設施使用該卡；
 - (iv) 我們拒絕授權進行任何卡或賬戶交易，包括我們就撤銷或暫停任何卡或賬戶享有的卡特許優惠而採取的行動；或
 - (v) 透過網上服務提供的任何資料，基於任何理由而無法提供或無法準確顯示，包括由於閣下的電郵地址被更改或屬無效、系統故障或通訊系統中斷。

19. 不可抗力

任何一方或美國運通的第三方供應商及特許人將無須就非其所能合理控制的情況所引致的任何不履行或延遲履行（任何付款責任則除外）負上法律責任，該等情況包括但不限於天災或自然災害；政府干預；電力、通訊、衛星或網絡故障；未經授權取用或盜竊；恐怖活動；或勞工糾紛或罷工。此條文在本協議終止後仍屬有效。

20. 本協議的轉讓

- (a) 我們可隨時向我們的任何附屬成員或向無關聯的第三方轉讓、讓與、分包或出售我們在本協議下的權利、利益或義務，且閣下同意我們如此行事而無須通知閣下。
- (b) 如果我們如此行事或有意如此行事，我們可將關於閣下及該賬戶的資料（包括關於閣下、該賬戶或本協議的機密資料）給予相關第三方或附屬成員。
- (c) 在沒有我們事先書面同意的情况下，閣下不可轉讓、抵押或以其他方式轉移，或者宣稱轉讓、抵押或以其他方式轉移閣下在本協議下的權利或責任或者在本協議內的任何權益；而在違反本條規定下的任何宣稱轉讓、抵押或轉移均屬無效。

21. 適用法律及司法管轄權

- (a) 本協議及本協議所引起的或與本協議相關的任何合約性或非合約性義務均受香港特別行政區法律管轄。
- (b) 對於本協議引起的或與本協議相關的任何爭議或託收法律程序，香港法院將具專屬司法管轄權，以及閣下同意香港是裁定任何爭議的合適司法管轄區。

22. 私隱及資料保障

- (a) 即使有「保密」條文的條款規定，閣下了解及同意，我們將會處理、分析及使用關於閣下及使用卡和賬戶的資料，並可綜合該等資料與來自其他來源的資料，舉例而言，以製定使閣下能夠維持有效採購政策及程序的報告，或授權進行簽賬及防止欺詐行為。
- (b) 我們只在就本協議而言屬適當的期間或法律所規定的期間內，方保存關於閣下、計劃聯絡人、賬戶使用者或閣下指定作為閣下賬戶聯絡人的人士（「指定雇員」）及/或會員的一切資料。
- (c) 我們可將關於閣下、指定雇員及/或會員的資料，在為操作及管理該賬戶所需的範圍內（包括任何信貸機構、信貸資料服務公司或追收欠款公司）披露予電腦化預訂系統，貨品及服務供應商，控制我們、被我們控制或與我們受同一人控制的任何實體（包括其附屬公司），及前述各方的獲委任代表及特許持有人（合稱「附屬成員」），並從前述各方接收該等資料，以供我們操作賬戶之用。
- (d) 我們可將關於閣下、指定雇員及/或會員使用該賬戶的資料，在為容許就賬戶發票及付款所需的範圍內，披露予我們銀行或其他我們所選擇的付款服務提供者或付款系統。
- (e) 我們可按照本地法律規定，自行或由我們所選擇的有信譽機構，就與閣下的電話通話進行監察及/或錄音。
- (f) 就本節而言，資料包括（就個別人士而言）個人資料。我們將盡在商業上屬合理的努力，通知指定雇員及/或會員關於我們使用其個人資料。在指定雇員或會員向我們的個人資料保護主任（公司卡部）提出要求下，我們亦將會向他們提供我們所持有關於他們的資料。如果我們提出要求，閣下同意指示指定雇員及/或會員每年更新一次我們所持有關於他們的個人資料檔案。

12. 一般條款 (續)

- (g) 閣下同意，為處理維修閣下的賬戶，我們可以機密方式，向我們的聯屬成員及發出或處理與維修美國運通卡的其他機構轉移資料（包括個人資料）。閣下亦同意，我們可將個人資料轉移至其他國家/地區，作處理及服務用途，以及我們可將個人資料披露予向我們提供服務的第三方，但須受適當的保密條款規限。
- (h) 閣下明白，我們亦擬將有關閣下及閣下指定雇員以及閣下的和閣下指定雇員的賬戶的資料用作以下的市場推廣用途：(1)信用卡/簽賬卡、保險和旅遊有關的產品及服務，(2)獎賞、推薦、忠誠或專享計劃及相關產品和服務，以及(3)由美國運通國際股份有限公司（「美國運通」）、美國運通公司及其附屬公司和聯屬公司（「美國運通集團」），以及美國運通的商戶、商業夥伴（包括第三方保險公司和獎賞、忠誠、專享計劃提供者）、聯合品牌合作夥伴及相關團體（例如商戶、商業夥伴、聯合品牌合作夥伴和相關團體，統稱為「美國運通合作夥伴」）所提供的會員福利、推廣優惠⁽¹⁾及產品和服務，亦可將上述資料披露給美國運通集團公司和美國運通合作夥伴以作推廣上述產品、服務和標的之用途。閣下明白，美國運通、美國運通集團公司和美國運通合作夥伴可不時聘用第三方代表我們提供市場推廣服務。

閣下同意及/或已促使閣下的指定雇員同意，我們可將任何該等個人資料用作市場推廣用途。閣下進一步保證並確認：(a)閣下已按香港《個人資料（私隱）條例》（第486章）（包括對此的任何修訂、附於該條例的規例及指引）的規定向閣下的指定雇員給予書面通知，並已取得閣下每一位指定雇員的書面同意，將其個人資料提供給美國運通作上述市場推廣用途；及(b)美國運通按本條款使用閣下指定雇員的個人資料符合閣下從每一位指定雇員所取得的同意書。閣下亦同意就上述保證的違反向美國運通作出彌償。

閣下並無責任容許閣下指定雇員的個人資料被用於此等用途，以及閣下及/或閣下的指定雇員有權選擇不接受將閣下的資料用作該等市場推廣用途。閣下及/或閣下的指定雇員有機會在申請表內選擇不接受將閣下的資料用作此等用途，而閣下亦可藉致函美國運通並提供閣下詳細資料，隨時改變主意。

如閣下及/或閣下指定雇員已同意閣下及/或閣下指定雇員的資料可用作推廣用途，閣下及/或指定雇員亦同意美國運通、美國運通集團公司及美國運通合作夥伴可在香港或海外為上述所有或任何該等目的而進行「核對資料程序」（該詞按《個人資料（私隱）條例》的定義）。

⁽¹⁾「會員福利」和「推廣優惠」指美國運通、美國運通集團公司及美國運通合作夥伴可能提供的產品、服務、獎賞、推薦、忠誠或專享計劃及其他福利，以作促銷美國運通卡及美國運通集團公司及/或美國運通合作夥伴業務的用途。由於美國運通合作夥伴涉及範圍非常廣泛的商業企業，因此不能指明此等產品、服務、獎賞、推薦、忠誠或優惠計劃及其他福利。然而，典型的會員福利及推廣優惠的例子包括酒店、航空公司、食肆、零售商店及網上商店的折扣優惠。

- (i) 閣下同意，我們可將個人資料提供予其名稱、標誌或商標載於閣下的卡或賬戶申請書上或載於發給閣下的卡上的任何機構，作規劃、產品開發、研究及管理資料用途。
- (j) 閣下必須取得一切指定雇員在清楚明確及有根據的情況下同意閣下將其資料提供予我們，並同意以本文中所列出的方式使用其資料，但若此等人士已直接向我們表示同意（舉例而言，根據會員協議）則除外。若閣下已向我們提供關於個別人士的資料，閣下亦將確保他們知悉其有權查閱該等資料、告知該等資料是否準確並選擇不接受將其資料用作市場推廣用途。
- (k) 閣下同意，操作賬戶期間所收集有關閣下、指定雇員及/或公司卡會員的資料，皆可披露予閣下的僱主及其附屬成員以及彼等各自的服務供應商及/或資料處理商，或供前述者使用及保留。

23. 抵銷

我們應有權從或以根據本協議或任何其他協議，閣下或閣下任何聯屬成員欠下我們或我們的任何聯屬成員的任何款項，扣減及抵銷我們或我們的聯屬成員欠下閣下的任何款項。

24. 代位權

如果商戶或供應商不向閣下提供向該卡或賬戶記賬的貨品或服務，我們可酌情決定將所簽賬的款額記入該卡或賬戶貨項。如果我們如此行事，閣下特此委任我們為閣下的受託代表人，以閣下的名義但在我們支付費用的情況下，針對供應商追索閣下可享有的任何權利，包括但不限於在供應商的任何破產清盤或行政管理中投票表決及提出證明，或者針對供應商展開任何法律程序。閣下同意在被要求下向我們轉讓任何該等權利。

25. 外匯管制、稅務及法律規定

- (a) 閣下必須遵守管限使用閣下的賬戶或卡的外匯管制、稅務及任何其他法律，以及閣下同意就閣下未能遵守該等法律而引致的後果向我們作出彌償。
- (b) 除非明確述明，否則根據本協議須支付的一切款項均不包括稅項，該等稅項如適用的話，應加入須支付的款項內，不論是否有金錢或非金錢代價提供。我們可向閣下的卡或賬戶計收該稅項、關稅或其他收費的全部款額或合理部分（由我們所決定），但如屬法律禁止者則除外。
- (c) 以下條文應適用於稅項：
 - (i) 稅項被界定為包括但不限於貨品及服務稅、增值稅及與根據本協議所作出的供應相關而被徵收或評估的一切其他稅項及關稅。
 - (ii) 根據本節須支付的稅項到期支付的時間與根據本協議須支付款項的到期支付時間相同。

12. 一般條款 (續)

- (iii) 如果根據本協議的任何付款是由一方就另一方所產生或將會產生的開支、損失或法律責任所作的償付或彌償，另一方有權申索的任何進項稅收抵免的款額須從該付款中扣減；
- (iv) 若根據本協議須支付的款額涉及應課稅供應，雙方將同意就此供應發出稅務發票；
- (d) 若須向我們支付的任何該等費用須課預繳稅，閣下應在法律規定的時間內，向稅務機構預扣並向稅務機構支付所規定的款項，以及閣下將從須支付給我們的費用中扣減任何該等預繳稅的款額，並應在課稅後30天內或其後在切實可行情況下盡快向我們提供相關稅務機構就所涉稅項發出的正式收據。
- (e) 每一方應負責其本身就本協議所產生的稅項。
- (f) 我們可採用我們的標準格式，向閣下提供閣下賬戶的報告、管理資料及/或數據資料傳送專線。我們並無陳述或保證，閣下可為遵從閣下的稅務或其他法定義務的目的或為任何其他目的而依據該等報告或資料作為準確或完整的報告或資料。

26. 第三方

本協議應使我們與閣下雙方及閣下與我們各自的繼承人及受讓人而非任何其他人士受益並受約束。

27. 不放棄權利

如果我們沒有行使或部分行使我們在本協議下的任何權利，這並不表示我們會放棄我們的權利，亦不會阻礙我們在其後行使該等權利。

28. 可分割性

- (a) 如果本協議的任何條文與任何適用法律或規例有抵觸，該條文將被視作以最接近本協議原有條文用意的形式予以修改或刪除，使其與適用法律或規例相符。
- (b) 根據本條文作出的修改不會影響雙方在本協議下的責任，該等責任將在經修改後持續生效。

29. 全部協議

- (a) 本美國運通全球企業支付業務的條款及條件及任何相關的賬戶申請書構成我們與閣下之間就商業卡服務訂立的全部協議，而一切先前的陳述、協議及共識均特此被免除。
- (b) 若本協議是依據閣下（或閣下的任何聯屬成員）與我們（或我們的任何聯屬成員）之間所訂立的範圍廣泛之主協議所訂立，而該主協議涵蓋由我們或我們的任何聯屬成員在香港以外的國家/地區提供的美國運通®全球企業支付業務，則本協議與該主協議如有任何抵觸，就在香港提供的任何計劃而言，應以本協議為準。

B: 商務差旅賬戶

「賬戶使用者」：如屬商務差旅賬戶，此詞指獲閣下授權作出差旅預訂安排並據此就賬戶產生簽賬的個別人士。

若閣下已在賬戶申請書中選擇商務差旅賬戶，下列各節亦應適用：

(a) 賬戶使用者

閣下必須以書面指定賬戶使用者。該名單如有任何更改，閣下有責任通知差辦辦事處。我們應有權依據此名單或此名單的任何經更新版本的準確性，前提是我們接獲由閣下所發出採用閣下公司信箋並經由獲授權高級人員簽署的更新版本。我們亦應有權認定閣下須負責由合理地看來是該等賬戶使用者的一名或多於一名獲授權人士以該商務差旅賬戶產生的一切簽賬。

(b) 更改差旅代理人

如果閣下停止聘用指定差辦辦事處提供服務，該差辦辦事處的商務差旅賬戶將被結束。此商務差旅賬戶的任何尚欠款項須立即支付。經美國運通批准後，閣下可申請商務差旅賬戶，以供在閣下的新聘差辦辦事處使用。

(c) 使用商務差旅賬戶

- (i) 閣下對商務差旅賬戶的申請一經美國運通批准，我們將會向閣下提供商務差旅賬戶號碼。我們不會就商務差旅賬戶向閣下或任何賬戶使用者發出塑料製的卡。
- (ii) 差辦辦事處將接受來自閣下的賬戶使用者的簽賬，並將該等簽賬向閣下的商務差旅賬戶計賬。差辦辦事處將擬備適當的簽賬記錄表格，顯示由閣下所報出的商務差旅賬戶號碼。
- (iii) 閣下同意該商務差旅賬戶將被用作差旅行途並在按照閣下的政策及程序下使用。
- (iv) 現金墊支不能向該商務差旅賬戶計賬。
- (v) 在接獲簽賬記錄後，我們應將簽賬款項記入閣下商務差旅賬戶的借項或貸項（按適用情況而定）。
- (vi) 閣下同意須受管限在任何差辦辦事處預訂差旅行安排的一般條款及條件管限。這應包括但不限於支付適用取消費用的責任。在處理該商務差旅賬戶或任何簽賬方面，應以商務差旅賬戶的條件為準。

12. 一般條款 (續)**C. 美國運通® Work®**

如貴公司已要求使用@ Work服務，則適用本節：

(a) 授權用戶

就本條而言，「美國運通」亦指American Express Travel Related Services Company, Inc.。貴公司在享用美國運通@ Work服務期間所指定的授權用戶（「用戶」），方可使用美國運通@ Work服務。貴公司理解，指定用戶以及限制只有用戶才可接達美國運通@ Work服務的做法，是保障其美國運通@ Work服務的整體數據安全的措施一部份，貴公司亦同意未向適用的美國運通@ Work服務支援團隊發出通知，未在該團隊的協前，不會取代或替換任何用戶，也不會新增任何額外用戶。美國運通@ Work服務支援團隊負責提供上述服務。貴公司應確保所有用戶均遵守本協議的條款及條件。

(b) 密碼

貴公司應負責確保美國運通向每位用戶提供的用戶個人識別號及密碼（統稱「密碼」）保密。貴公司應對任何通過密碼接達並使用美國運通@ Work服務的行為負責，不論該項使用是授權或未經授權的。美國運通不對使用或誤用任何密碼所導致的損失或損害賠償負責。

(c) 特許權及條款

根據此等條款及條件，美國運通謹此向每位用戶授予有限、不可轉讓及非專有的特許權，准許用戶只於本協議的有效期內，只為了管理貴公司的美國運通相關數據，及只為了接達及/或制作數據相關報告，而有權接達並使用所選用的美國運通@ Work服務。美國運通保留對美國運通@ Work服務的所有權利，包括但不限於專利權、版權、商業秘密及其他的擁有權權利。貴公司或用戶均不得下載美國運通@ Work服務。貴公司或其用戶均不得：

- (i) 從美國運通@ Work服務刪除任何關於版權或其他所有權權利的聲明；
 - (ii) 轉授特許權、租賃、出租、出讓、轉讓或分銷美國運通@ Work服務予任何第三方；
 - (iii) 更改、修改、複製、提升或改寫美國運通@ Work服務；
 - (iv) 試圖對美國運通@ Work服務進行反向工程、改裝、變換、解構或拆解，或將美國運通@ Work服務與任何其他軟件或材料合併；或
 - (v) 以其他方式從美國運通@ Work服務創作或試圖創作任何衍生作品。
- 儘管有上述規定，閣下可依據所選用的美國運通@ Work服務，下載適用的JAVA Applets，閣下亦可下載、保存或合併閣下通過美國運通@ Work服務所取得的報告。對於任何和所有從美國運通@ Work服務取得的報告的格式及編排，美國運通保留當中的一切所有權權利。美國運通根據本節就貴公司所選用的各種美國運通@ Work服務，而賦予貴公司的特許權，於貴公司相關的美國運通商務賬戶協議終止時一併終止。

(d) 客戶責任

貴公司將遵守所有有關美國運通@ Work服務的適用法律，包括但不限於關於輸出技術資料或個人資料的法律。貴公司只可在貴公司已具備一切必要權利的內容及數據上，使用美國運通@ Work服務。

(e) 終止

任何一方均可向對方提前發出30天書面通知後，有理由或沒有理由地終止本特許權。如發生下列情況，美國運通可以向貴公司發出書面通知，立刻終止本特許權：

- (i) 貴公司沒有依據貴公司相關的美國運通商務賬戶協議的條款，支付任何到期的適用收費；
 - (ii) 貴公司或其用戶違反本節所載的責任；或
 - (iii) 貴公司或其用戶違反本協議所載的任何其他條款。
- 如本特許權屆滿或因任何理由終止，貴公司應：
- (i) 立刻要求所有用戶停用美國運通@ Work服務；
 - (ii) 盡快支付屆滿日或到期日的任何應付而未付的適用收費；及
 - (iii) 在本特許權屆滿或到期後的15天內，貴公司與其用戶應銷毀或向美國運通交還貴公司持有或控制的任何美國運通文件及機密資料。此規定適用於儲存在所有類型的媒體及電腦記憶體的所有格式的副本，不論是部份或全部的，也不論是否經修改或與其他材料合併的。儘管有上述規定，閣下可下載、保存或合併閣下通過美國運通@ Work服務所取得的報告。對於任何和所有從美國運通@ Work服務取得的報告的格式及編排，美國運通保留當中的一切所有權權利。所有與美國運通公司卡或公司採購卡賬戶協議有關的條款，於本特許權終止或屆滿後仍然有效。

(f) 服務受阻

美國運通保留權利，可進行預先安排及沒有預先安排的維修工作。美國運通會在合理可行的情況下發出維修通知。美國運通@ Work服務可能會出現無法預計的故障或受阻情況。

(g) 有關保證的免責聲明

美國運通與其第三方供應商及特許人並不保證美國運通@ Work服務必定符合貴公司的要求，不保證接達美國運通@ Work服務或美國運通@ Work服務的運作不會受阻，不保證其安全或沒有錯誤，不保證所有錯誤會得以改正，也不保證由美國運通@ Work服務取得的數據及/或報告均是正確的。美國運通@ Work服務是按「現狀」提供的，在法律准許的範圍內，對於所有任何種類的陳述或保證，不論是明示或默示的，包括但不限於任何有關商戶能力、對某特定用途是否適用、所有權、不侵權或準確性的隱含保證，美國運通與其第三方供應商及特許人特此明確免除對上述保證負責。