

AMERICAN EXPRESS® BUSINESS CARD CARDMEMBER AGREEMENT

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

1. DEFINITIONS

"Account"	Any account we maintain in relation to the Business Card
"Supplementary Business Cardmember"	Individual receiving a Supplementary American Express Business Card at the request of the Basic Business Cardmember
"American Express Group"	American Express Company and its subsidiaries and affiliates
"Basic Business Cardmember"	The individual who signed the application to open a Card account
"Business Card"	The American Express Business Card issued to operate the account including Basic and Supplementary Business Cards
"Charge"	A transaction made with the Business Card, whether or not a Record of Charge is signed and all other amounts payable under these Conditions including Express Cash, annual fee, late payment charges or other fees
"Merchant"	A business or organization which accepts the Business Card for payment
"We", "Our" and "Us"	American Express International, Inc.
"You", "Your", and "Business Cardmember"	The individual named on the enclosed American Express Business Card
"Notice"	Amex's Notice to Customers relating to the Personal Data (Privacy) Ordinance

2. YOU MUST SIGN THE BUSINESS CARD

For identification and to prevent misuse, you must sign the Business Card as soon as you receive it and before you use it.

3. USE OF THE BUSINESS CARD

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

4. LIABILITY FOR CHARGES

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

<i>If you are....</i>	<i>You are liable for....</i>
Company	All Charges on any Business Card issued on the Business Card account bearing the Company Name.
Basic Cardmember	All Charges on any Business Card issued to you or any Supplementary Business Cardmember.
Supplementary Cardmember	All Charges on any Supplementary Business Card issued to you (even though the monthly statement may be sent to the Basic Business Cardmember)

- (2) We will send statements to the Basic Business Cardmember for all Charges. Payment in full is due upon receipt of our monthly statement.
- (3) Payment of Charges is due upon receipt of our monthly statement by you or the Company. You or the Company may cancel the Business Card at any time. Your cancellation will not be effective until you or the Company notify us in writing and we acknowledge receipt. On cancellation, you must destroy the Business Card immediately. You will remain liable for all Charges incurred before the Business Card is destroyed. The Business Card will be cancelled as soon as you stop being employed by the Company.

5. LATE PAYMENT CHARGES AND FEES

- (1) If we do not receive payment in full of the outstanding balance shown on a monthly statement by the date on which your next monthly statement is made up, the unpaid balance of such Charges will be designated in your next monthly statement as an "Unpaid Previous Balance". To cover our administrative and other expenses resulting from delayed payment, Late Payment Charges will be charged on the Unpaid Previous Balance on the date of your next monthly statement and thereafter, at the rate of three and nine tenths percent (3.9%) per month. Late Payment Charges will be charged from the date it was first billed until paid in full, subject to any restrictions or limits imposed by law. The minimum monthly Late Payment Charge shall be **HK\$100**. However, the Late Payment Charge will not exceed the Unpaid Previous Balance.

- (2) Details of Late Payment Charges will be included in your monthly statement and unpaid Late Payment Charges will themselves be treated as overdue amounts.
- (3) The Card Fees and Charges Schedule accompanying these conditions show all the fees applicable to your Card. We may change the fees by giving you up to 60 days' prior notice, in accordance with the applicable laws. The annual fee is payable in respect of the benefits and privileges (excluding any payment facility) offered to you in connection with your Card.

6. INTEREST-FREE INSTALMENT PROGRAM

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

7. LOST, STOLEN OR MISUSED BUSINESS CARD

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

8. BILLING ADDRESS

You must notify us immediately if the Company's name or billing address changes. If we send statements directly to you, you must notify us immediately of any changes in your name or billing address. We may charge a supplementary annual account fee for billing addresses outside the country in which the Business Card was issued to you.

9. TAXES AND DUTIES

You must pay any government tax, duty or other charge imposed by law in respect of the Business Card, your use of it or any amount debited or credited to your account. We may charge to your account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

10. ENFORCEMENT EXPENSES

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

11. FOREIGN CURRENCY CHARGES

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

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

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

12. PAYMENTS

You must always pay us in the currency in which we bill you. If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions. We may credit part payments to any of your outstanding Charges as we choose.

13. DISHONoured PAYMENTS

If any cheque, draft, direct debit or other payment instrument from or for you is not honoured in full, you agree to pay us the dishonoured amount plus HK\$120 to cover our internal administrative expenses.

14. PROBLEMS WITH BILLS OR PURCHASES

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

15. RENEWAL / REPLACEMENT BUSINESS CARDS

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

16. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

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

17. YOUR PERSONAL INFORMATION

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

18. CONTACTLESS PAYMENTS

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

19. EXPRESS CASH

You cannot use the Business Card to obtain cash from Automated Teller Machines unless you are enrolled in our Express Cash program covering this facility. This Express Cash program is governed by separate agreements.

20. RECURRING PAYMENTS AND CARD NOT PRESENT CHARGES

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

21. AUTHORISATION & SUSPENSION

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

22. CANCELLATION

- (1) The Business Card remains our property. This means you must give the Business Card back if we ask you to do so at any time, for any reason. A Merchant or any other party we nominate may collect the Business Card on our behalf.
- (2) If we cancel the Business Card without cause we will refund a portion of the annual fee (if any). If the Business Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once.
- (3) If you cancel the Business Card, we will refund the annual fee if you notify us of your intention to do so within 30 days of the date of the statement on which the annual fee appears. For cancellations after this 30-day period, the annual fee is non-refundable.
- (4) In situations where the Company advises American Express to cancel the Supplementary Business Cards, American Express will cancel the Business Cards immediately, but the Company is still responsible to retrieve the Business Cards from the Supplementary Business Cardmembers, cut the Business Cards in two halves and return them to us. Regardless of any possible dispute between the Company and Supplementary Business Cardmembers, the Company is obliged to settle the outstanding Supplementary Business Card Account's Charges. American Express shall not be responsible to resolve private disputes (if any between the Company and Supplementary Business Cardmembers) but will assist in whatever ways possible to collect outstanding debts from Supplementary Business Cardmembers.
- (5) Upon cancellation, all outstanding amounts on your Business Card Account are payable in full immediately. This Agreement will be ended when you return all Business Cards and you have paid off all the amounts you owe.

23. OUR LIABILITY

Subject to applicable law, we will not be liable for any indirect, special, incidental and/or consequential damages arising from or in connection with your account or the use of the Business Card. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

24. INSURANCE INTERMEDIARY

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

25. CHANGING THESE CONDITIONS AND THE NOTICE

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

26. NOTICES

- (1) We will send any billing statement or notice to your stated billing address.
- (2) If you agree, we may deliver billing statements or notices to you electronically.
- (3) You must notify us immediately if your name or billing address or electronic mail address changes.
- (4) We may charge a Supplementary annual account fee for billing addresses outside the country in which the Business Card was issued to you.
- (5) A service fee of HK\$50 will be charged for each duplicate statement, Record of Charge and Statement of Charge requested for.

27. GENERAL

- (1) We may charge an administrative fee if you request a duplicate statement or Record of Charge.
- (2) A certificate signed by one of our officers stating the amount you owe us under these Conditions is proof of such amount. A copy of a microfilm of any document relating to your account with us or produced from data received by us electronically from a Merchant's point-of-sale terminal or from you, shall be admissible to prove the contents of that document for any purpose.
- (3) We may assign our rights and obligations under these Conditions and the Notice at any time without your consent.
- (4) The laws of Hong Kong govern these Conditions and the Notice. If there is any difference between the English language text of these Conditions and the Notice and the Chinese language text, for all purposes the English language text shall be final and conclusive.

美國運通商務卡會員協議

重要聲明：請小心地詳閱本條款。若閣下保存或使用美國運通商務卡，閣下則同意本條款。若閣下不接受本條款，請立即將商務卡剪成兩截並退回本公司。

一. 定義

「賬戶」指本行就商務卡所維持之任何賬戶；「附屬商務卡會員」指按基本商務卡會員所提出之要求下而接獲一張美國運通附屬商務卡；「美國運通集團」指[美國運通公司]、其附屬公司及附屬成員；「基本商務卡會員」指簽署本行就開立商務卡賬戶申請表之人士；「商務卡」指為操作賬戶而發出的美國運通商務卡包括基本卡及附屬商務卡；「費用」指以商務卡所作出的交易，不論有否簽署任何費用記錄，及根據本條款須繳付的所用其他款項包括運通財現金、年費、逾期付款費用或其他收費；「商店」指接受商務卡付款之商號或機構；「本行」及「本行之」指美國運通國際股份有限公司；「閣下」、「閣下之」及「商務卡會員」指姓名印在內附美國運通商務卡之人士。「通知書」指美國運通致客戶有關《個人資料(私隱)條例》通知書。

二. 閣下必須簽署商務卡

為了確認身份及防止誤用，閣下必須於收取商務卡後立即簽署，方可使用。

三. 商務卡之使用

- 閣下必須在商務卡正面上所示之有效日期內按本條款使用商務卡。
- 商務卡應只由閣下使用。閣下不能給予或准許任何人士使用閣下之商務卡或以作為身份及任何其它用途，否則閣下將就使用商務卡所招致之所有費用負上法律責任。
- 閣下不能退回使用商務卡所獲取之任何貨品、發票或服務，以換取現金。有關商店可同意將款項貸記入閣下之商務卡賬戶。
- 閣下只可在閣下真誠地認為可在收取閣下之月結單時能夠完全繳付之賬戶結欠才可使用商務卡。
- 美國運通有權在不作出事先通知下，就參考和閣下商務卡賬戶有關的借貸風險評估，包括但不限於閣下賬戶結欠狀況，繳款資料及參閱閣下於信貸資料庫的信貸評估報告等，給予適用於閣下商務卡賬戶的簽賬總額。
- 閣下只可將該商務卡用於真正購買貨物或服務之用途，而非任何非法或不當之用途，我們可酌情決定該等用途是否非法或不當。這表示（只作為例子且不限於）閣下不能使用該商務卡向閣下擁有任何所有權權益的或向與閣下有關連的任何第三方擁有任何所有權權益的商戶購買任何物品作現金周轉用途，或者進行任何非法賭博交易。如果我們相信曾有任何非法或不當使用的情況發生，我們有權拒絕授權簽賬的要求。

四. 對費用之責任

- 閣下對印有閣下姓名的商務卡費用之責任如下：

若閣下屬於	則閣下之責任為如下：
公司	因使用就商務卡賬戶而簽發並註有公司名稱的任何商務卡所引起的全部掛賬。
基本卡會員	所有就使用向閣下或任何附屬商務卡會員發出之商務卡簽賬之費用。
附屬卡會員	所有就使用向閣下發出之任何附屬商務卡簽賬之費用 (即使月結單是寄予基本商務卡會員)

- 本行會向基本商務卡會員寄上所有有關費用的月結單。閣下在收到本行之月結單時，應立即繳付所有費用。
- 一切掛賬應在閣下或公司收到本行之月結單時立即繳付。閣下或公司可隨時取消商務卡，但需待閣下或公司以書面形式通知本行並由本行簽收後，該項取消才會生效。閣下必須在取消商務卡時毀掉該卡。閣下將持續對在商務卡未被銷毀前所招致的一切掛賬承擔責任。當閣下停止受公司僱用，商務卡便即告取消。

五. 逾期付款費用及其它費用

- 若本行在下一個月之月結單結算日仍未收到閣下月結單上費用之全部付款，此等費用將在下一個月之月結單標明為「前單未付餘額」。為了支付處理過期賬款的費用及其他開支，本行將會在該筆過期賬款未清付期間，於月結單首次標明為「前單未付餘額」便開始收取逾期付款費用，以該賬額每月百分之三點九(3.9%)計算，直至全數還清為止，惟是項規定受有關法律條文所約束及限制。逾期付款費用最低為每月港幣100元。然而，逾期付款費用將不超過「前單未付餘額」。
- 逾期付款費用資料將列明在閣下的月結單上，而所有未清付的逾期付款費用將被列入為過期賬款。
- 附隨於本運通卡條款之運通卡相關費用表已列出適用於您所持有運通卡之所有費用。根據適用之法規，本行可以透過給予閣下長達六十天預先通知以更改相關費用。閣下擬支付之年費為所持有運通卡提供的權益及禮遇（不包括繳費服務）。

六. 分期付款計劃

- 我們可不時提供分期付款計劃(「分期付款計劃」)，讓合資格的運通卡會員於香港某些指定的商店選擇分期支付費用，會員透過簽署分期付款計劃費用記錄(「費用記錄」)可選擇延期還款。分期付款計劃只適用於港幣2,000元或以上之費用，並只可在本行選定之商店使用。

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

七. 商務卡之遺失、盜竊及誤用

- (1) 若閣下遺失商務卡或商務卡被盜竊或閣下未有收到就更換商務卡之新商務卡或若閣下懷疑商務卡被他人使用，閣下須立即通知本行。
- (2) 在本行接獲通知後，閣下不需就任何未授權之費用負上法律責任。閣下在未通知本行前所產生之未授權費用之最高法律責任為港幣250元，惟閣下不得參與該等商務卡之誤用或取得任何利益。

八. 接收賬單地址

若公司名稱或接收賬單地址有任何變更，閣下必須立即通知本行。如本行是直接將月結單發送給閣下，閣下必須將閣下的姓名或接收賬單地址之任何變更立即通知本行。對位於簽發商務卡給閣下的國家以外之接收賬單地址，本行可收取一項額外賬戶年費。

九. 稅項

閣下必須繳付就商務卡、閣下使用商務卡，或從閣下賬戶中扣除或貸記於閣下賬戶內之任何款項所需繳付的任何政府稅收、稅項或其他藉法律運作需徵收的其他收費。除非法律上有所禁制，本行可將該筆款項全數或將其合理部份(數額由本行決定)從閣下賬戶扣除，並可預先撥付該等收費。

十. 執行費用

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

十一. 外幣費用

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

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

以外幣簽賬的任何退款款額將一般有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。

十二. 付款方法

閣下須以本行向閣下發出之月結單上指明之貨幣付款。本行可按本行酌情決定之先後次序運用閣下之付款。若本行接受逾期付款或部分付款或接受任何付款作為若干爭議之全數和解，本行將不會喪失任何法律或按本條款所賦予之任何權利，及並不代表本行同意更改本條款。本行可貸記部分付款入本行所選擇閣下的任何費用。

十三. 付款不兌現

若由或為閣下發出之支票、直接扣賬或其他付款指示不能完全兌現，閣下同意支付本行未能兌現之款額及港幣120元作為本行內部之行政費用。

十四. 單據或購買之問題

- (1) 閣下有責任向本行確認閣下每一月結單之準確性。若閣下對任何一項費用提出爭議，閣下必須在不遲於該月結單日期六十天內通知本行，否則該結單將被本行視為終局性的。本行將採取合理步驟以協本行將採取合理步驟以協助閣下解決有爭議性的費用，並提供就該具爭議性費用的資料。若本行同意就一項具爭議性的款項給予閣下暫時信貸，閣下必須向本行繳付所有其他費用。

- (2) 除非法律另有要求，本行對使用商務卡而獲取之貨品或服務或若任何商店不接納商務卡將不負上法律責任。
- (3) 若任何商店就一項費用給予閣下信貸，本行將在收到該款項後貸記入閣下之賬戶。

十五. 更換 / 補發商務卡

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

十六. 外匯管制、稅務及法律要求

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

十七. 閣下的個人資料

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

十八. 非接觸式付款

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

十九. 運通財服務

閣下不得通過使用商務卡於自動櫃員機獲取現金，除非閣下已參與本行之運通財服務計劃。該運通財服務計劃則由另外的協議所規管。

二十. 連續付款及不出示卡簽賬

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

廿一. 授權及暫停

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

廿二. 取消

- (1) 商務卡屬於本行財產，即是，在本行於任何時間或基於任何原因要求時，閣下必須向本行歸還該商務卡。商店或任何本行所指定的其他人士可代表本行收取商務卡。
- (2) 若本行在沒有原因下取消閣下之商務卡，本行會退回部分年費(如有)。如商務卡被取消或過期，閣下不可為任何目的再使用商務卡，而閣下須立即將商務卡剪成兩截。
- (3) 若閣下於年費之誌賬日期30天內通知本行取消閣下之商務卡，本行會退回全數年費。若閣下於年費之誌賬日期30天後通知本行取消閣下之商務卡，全數年費將不獲退回。
- (4) 當公司通知本行把附屬商務卡取消，本行會即時取消該等商務卡，但公司仍須負責向附屬商務卡會員取回該等商務卡，並將之剪成兩截交還本行。無論公司及附屬商務卡會員之間發生任何糾紛，公司均有義務負責清還附屬商務卡賬戶之一切到期未付的掛賬。本行不會負責解決任何私人糾紛(若公司與附屬商務卡會員之間出現紛爭)，但會從不同途徑協助向附屬商務卡會員討回所欠債項。
- (5) 當在商務卡被取消的情況下，所有閣下賬戶之欠款須即時繳付。當閣下交還所有商務卡及繳付所有閣下之款項，本協議將被終止。

廿三. 本行之法律責任

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

廿四. 保險中介人

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

廿五. 更改本條款及通知書

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

廿六. 通知

- (1) 本行會將任何賬戶月結單或通知寄往閣下所指定的賬單地址。
- (2) 若閣下同意，本行可以電子形式向閣下寄出月結單或通知。
- (3) 若閣下的姓名、賬單地址或電郵地址有更改，閣下必須立即通知本行。
- (4) 若賬單地址位於向閣下發出商務卡的國家以外地方，本行可向閣下收取額外賬戶年費。
- (5) 每張所要求補發的月結單、客戶通知書及商戶紀錄將收取服務費港幣50元。

廿七. 一般規定

- (1) 若閣下要求結單副本或費用記錄，本行可向閣下收取行政費用。
- (2) 本行職員可向閣下發出書面通知，以證明有關閣下根據本條款所規定之欠款屬實。任何有關該等賬項於商店透過電子核卡機之交易記錄、微片副本或閣下提供之證明文件，均可被接納為解釋有關賬項之有效證明文件。
- (3) 本行可在沒有閣下之同意下在任何時間轉讓本條款及通知書內之本行的權利及責任。
- (4) 本條款及通知書由香港法律所規管。若本條款及通知書之英文版本及中文版本有任何歧異，在任何情況下英文版本具最終及決定性。