

IMPORTANT: Before you sign or use the enclosed American Express Cathay Pacific Corporate Card, read this Agreement thoroughly, because by signing, using or accepting the Corporate Card you will be agreeing with us to everything written here. Your use of the Corporate Card will be governed by this Agreement.

1. DEFINITIONS

As you read this Agreement, remember the words “you”, “your” or “Corporate Cardmember” mean the person named on the enclosed Corporate Card. The words “we”, “our” and “us” refer to American Express International, Inc. The word “Company” means the firm in whose name the Card Account is opened and whose name appears on the Corporate Card under your name. An American Express Card issued to a Corporate Cardmember is called a “Corporate Card”.

When we use the term “Establishment”, we are referring to any corporation, firm, person or company which holds itself out as willing to accept the use of a Card in settlement of the price of the provision of any goods or services.

When we use the term “Notice”, we are referring to Amex’s Notice to Customers relating to the Personal Data (Privacy) Ordinance.

2. CORPORATE CARD

The Corporate Card issued to you is for use in connection with a Corporate Card Account opened in the name of the Company. Corporate Cards are issued at the request of the Company and will be cancelled at the request of the Company or if the Company is unable or unwilling to meet all obligations relating to them or to the Card Account. The Corporate Cardmember and the Company are to be bound both jointly and severally by all the terms of this Agreement. You agree to use the Corporate Card(s) for business purposes only.

3. ACCEPTING THE AGREEMENT

If you agree to be bound by this Agreement, you should sign the Corporate Card as soon as you receive it. If you do not wish to be bound by this Agreement, cut the Corporate Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted this Agreement. If you do sign the Corporate Card, you should not use it before the valid date or after the expiration date embossed on the face of the Corporate Card.

4. LIABILITY FOR CHARGES – IMMEDIATE PAYMENT

All amounts charged to the Card account will be called “Charges” in this Agreement. Charges will include purchase of goods or services effected by the use of a Corporate Card (regardless of whether you have signed any charge form), the annual Corporate Card fee, late payment charges or any other fees. The annual Corporate Card fee is payable in respect of the benefits and privileges (excluding any payment facility) offered to you in connection with your Card. You are liable for all Charges on the Corporate Card, except the company is liable for Charges incurred for business expenses on the Company’s behalf and in accordance with the Company policies but for which the Company has not reimbursed you. These charges include those made in connection with the Corporate Card issued in your name, even though we may send a monthly statement of the Charges to the Company. All Charges are due immediately upon receipt of our monthly statement. You should notify us immediately of any change in your billing address if you receive bills.

5. LIQUIDATED DAMAGES FOR LATE PAYMENT

If you do not pay your account in full on receipt of your monthly statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your charge privileges, and you agree that we shall be entitled to charge you liquidated damages as follows:

(i) If we do not receive full payment of the “Total due” billed on your monthly statement by the date of your next statement, the unpaid balance will be identified on that next statement as the “Overdue” amount.

(ii) Liquidated damages of three point three percent (3.3%) (subject to a minimum of **HK\$100**) will be charged on any Overdue amount which is identified in a statement and will be billed in that statement.

The Overdue amount may include any unpaid liquidated damages billed on previous statements. We may take such action as we consider necessary to recover overdue amounts and otherwise protect our interests, including the use of debt collection agencies. You will reimburse us for our reasonable costs and expenses of such action, including legal fees.

6. CHARGES MADE IN FOREIGN COUNTRIES

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.

7. PAYMENTS

You must pay us with Hong Kong currency, with a money order payable in Hong Kong Dollars, or with a draft or a cheque payable in Hong Kong dollars. If we decide to accept payment made in some other form, your payment will not be credited until your payment is converted into one of the forms just mentioned. We can charge you any costs we incur in converting your payment. We may accept late payments, partial payments, or any cheques or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

8. DISHONOURED PAYMENTS

If we receive a cheque, draft, direct debit or other payment instrument from the Company and/or you which is not honoured in full, you and/or the Company agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, except as prohibited by law.

9. USE OF CORPORATE CARDS

No other person is permitted to use the Corporate Card issued to you for Charges, for identification, or for any other reason. If you have let someone else use the Corporate Card or you have voluntarily relinquished physical possession of the Corporate Card, this will not affect your liability to us for payment of all Charges made with the Corporate Card issued to you. You agree to notify us at once if the Corporate Card is lost, or stolen, or if you suspect it is being used without your permission. Provided that you have acted in good faith your liability to us arising out of any unauthorised use of the Corporate Card prior to such notification shall be limited to **HK\$250**.

You agree not to resell or return for a cash refund any merchandise, tickets or services obtained with the Corporate Card. Obviously, you may return an item or ticket to an Establishment for credit to the Corporate Card Account if the Establishment permits such returns. We reserve the right to deny authorisation for any requested Charge.

10. BILLING ERRORS OR INQUIRIES/PROBLEMS WITH GOODS AND SERVICES

The Corporate Cardmember and/or the Company is responsible for confirming the correctness of each monthly statement of the Card Account. If you are disputing a Charge, you must notify us within **60**

days of the statement date of the statement when the Charge first appears. We will take reasonable steps to assist you by providing information in relation to Charges charged to the Card Account. It is your responsibility to notify us immediately if you do not receive a monthly statement. If an Establishment issues a credit slip in respect of a Charge we will, upon receipt, credit the amount shown on that credit slip to the Card Account. No claim against an Establishment shall entitle you to any set off or counter-claim against us.

We shall not be liable to you for any defect in any goods or services supplied to you by an Establishment, or for any refusal of an Establishment to honour or accept the Corporate Card.

We may charge an administrative fee if you request duplicate statements or Record of Charges.

11. RENEWAL AND REPLACEMENT CORPORATE CARDS

The Corporate Card will be valid until the expiration date embossed on the face of the Card. You request us to issue to you a renewal or replacement Card before the current Card expires. We will bill renewal fees for the Card Account annually. We will continue to issue renewal or replacement Corporate Cards until you or the Company tell us to stop.

12. RECURRING AND CARD NOT PRESENT CHARGES

(a) Recurring Charges. You may authorise a merchant to bill your account at regular intervals for goods or services ('Recurring Charges'). In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the merchant in the case of a replacement Corporate Card or cancelled Corporate Card, it is always your responsibility to contact the merchant and provide replacement Corporate Card information or make alternate payment arrangements. The Company will be liable for Recurring Charges incurred on a cancelled Corporate Card. You authorize us to continue the Recurring Charges and agree to be responsible for all Recurring Charges (including but not limited to those charged to a Corporate Card that has been replaced or renewed) until the Merchant stops charging the Recurring Charges to your Corporate Card or your Corporate Card is cancelled. If your Corporate Card is cancelled because you transfer to a different Card type, we may continue to process your Recurring Charges for a period of **60 days** after cancellation. 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.

(b) Card Not Present Charges. You may authorise a merchant to charge a transaction to your account without presenting your Corporate Card ("Card Not Present Charges"). In certain circumstances merchants may retain your Corporate Card information in order to facilitate processing of future Card Not Present Charges. In the case of a replacement or renewal Corporate Card, it is your responsibility to contact the merchant and provide replacement Corporate 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 Corporate Card which has been replaced or renewed. If your Corporate 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.

13. EXCHANGE CONTROL REGULATIONS

You and the Company agree to comply jointly and severally with all exchange control or similar regulations from time to time in force which may be affected by use of the Corporate Card and to indemnify us in respect of any loss, claim or expense incurred by us as a result of non-compliance with any such regulations.

14. CHANGING THIS AGREEMENT AND THE NOTICE

We have the right to change this Agreement and the Notice at any time, by giving you notice. We consider that you have accepted the changes if you keep or use the Corporate Card after the effective date of our notification.

If you do not accept the changes, you may terminate this Agreement by cutting the Corporate Card in half and returning the pieces to us. We may then refund a proportion of your annual Corporate Card account fee. You and/or the Company will still be responsible for all fees and Charges made before you terminate the Agreement.

15. THE CORPORATE CARD REMAINS OUR PROPERTY

The Corporate Card remains our property and we can revoke your right to use it at any time. We can do this with or without giving you notice. If we have revoked the Corporate Card without cause, we will refund a proportion of your annual Card Account fee. We may list revoked Cards in our "Cancellation Bulletin"; or otherwise inform Establishments that the Corporate Card issued to you has been revoked or cancelled.

If we revoke the Corporate Card or it expires, you must return it to us if we request. Also, if an Establishment asks you to surrender an expired or revoked Corporate Card, you must do so. You may not use the Corporate Card after it has expired or after it has been revoked.

The revocation, repossession or request for the return of the Corporate Card is not, and shall not constitute any reflection on your character or creditworthiness or that of the Company and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Corporate Card.

16. 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.

17. YOUR PERSONAL INFORMATION

(1) In this section, and elsewhere in this Agreement, "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 Corporate Card and, if you do not want to receive direct marketing, make the appropriate selection(s) to opt-out.

(3) Without prejudice to paragraph (2) above, if you are an American Express Cathay Pacific Corporate Cardmember or an American Express Cathay Pacific Elite Corporate Cardmember we would like to disclose information about your account to Cathay Pacific Airways Limited, its parent company's subsidiaries and other associated companies for the purposes of supplying you with information and updates about their services and products from time to time.

(4) 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, Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong. Please refer to the Notice for more details.

(5) Notwithstanding anything to the contrary contained within the terms in the application form, these Conditions and the Notice, any information provided in your application form or otherwise collected during the operation of your account(s) may be disclosed to, or used and retained by the Company and its affiliates and their respective service providers and/or processors.

(6) By applying for a Corporate 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. OUR LIABILITY

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

19. NOTICES

We shall be entitled to send any notice to you by prepaid post to your address last known to us. Any notice as sent by us shall be deemed to have been received by you **5 days** after the date of posting. You and/or the Company must send or confirm any notice to us by prepaid post to our principal place of business in Hong Kong which is currently 18/F Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

20. LANGUAGE AND LAW

This Agreement and the Notice shall be construed and the provision and use of Corporate Card facilities shall be regulated in accordance with the laws of Hong Kong. If there is any difference between the English language text of this Agreement and the Notice and the Chinese language text, for all purposes the English language text shall be conclusive.

(The English version of this Notice shall prevail in the event of any inconsistency between the English and Chinese versions.)



請注意：在閣下簽署或使用內附之美國運通國泰航空公司卡前，請詳細閱讀本協議，因為當閣下簽署、使用或接受本公司卡時，即同意本文全部内容。閣下對公司卡之使用將受制於本協議。

一. 定義

閱讀本協議時，請記著「閣下」、「閣下之」或「公司卡會員」是指內附公司卡上記名之人士。而「本行」及「本行之」則指美國運通國際股份有限公司。「公司」是指以本身名義開立賬戶而其名稱出現在閣下名下公司卡之商行。發予公司卡會員之美國運通卡則稱為「公司卡」。

本行使用「商店」一詞時，是該等提出願意接受運通卡來結付任何貸款或服務費之任何集團、商行、公司或人士。

當我們使用「通知書」時，是指美國運通致客戶有關《個人資料（私隱）條例》通知書。

二. 公司卡

是指由公司名義開立之公司卡賬戶而發予閣下使用之公司卡。閣下是按貴公司要求收到公司卡，故此，如公司要求將該卡註銷，或者公司不能或不願履行一切與該卡或與公司卡賬戶有關之責任，本行可以將該卡註銷，公司卡會員和公司都是共同及個別受本協議所有條款約束。閣下同意只為業務需要而使用公司卡。

三. 接納協議

閣下如同意受本協議約束，便應在收到公司卡時立刻在卡上簽名。如閣下不願意受本協議約束，請把公司卡一剪為二寄回本行。除非閣下照辦，否則本行便假設閣下已接納本協議。即使閣下已在公司卡上簽名，也不應該在生效日前或在印在公司卡正面之到期日後使用。

四. 掛賬需負之責任－立即付款

在本協議內，記入賬戶之一切賬項均稱為「掛賬」。掛賬包括用公司卡掛賬之貨物或服務(不管閣下有否簽署任何掛賬表格)、公司卡年費、過期賬款附加費或任何其他費用。閣下擬支付之公司卡年費為閣下或公司所持有運通公司卡提供的權益及禮遇(不包括繳費服務)。雖然本行可能將掛賬月結單寄給公司，閣下須對本行負責清付閣下名下公司之一切掛賬。公司祇負責公司授權、用於公司業務目的及按照公司政策而未付還閣下報銷之掛賬。閣下在收到本行之月結單時，應立即繳付所有掛賬。如果閣下之接受賬單地址有變，應該立即通知本行。

五. 過期賬款之違約賠償金

若閣下收到月結單後沒有全數付清所有賬項，即屬違約。因此，閣下承認本行有權暫停或取消閣下的掛賬權，並且同意本行收取以下之違約賠償金：

- (i) 若本行在下一份月結單日期前仍未收到閣下月結單上掛賬之「到期總額」全部款項，有關未清付的餘額將在下一份月結單上被標明為「過期金額」。
- (ii) 本行可就月結單上標明之「過期金額」收取百分之三點三（3.3%）違約賠償金（最低收費為一百港元），有關賬項將於該月結單內入賬。

過期金額可能包括較早的月結單所列之任何未清付違約賠償金。本行可能採取本行認為必須之行動來討回未付之掛賬及其他賬項，以保障本行之權益，包括聘用催收公司，閣下並同意全數補償本行因上述行動而引致之一切合理費用及開支，包括律師費在內。

六. 在外國簽賬之掛賬

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，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閣下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及手續費，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。

七. 付款

閣下必須以港元、港元郵匯或可以向香港一家銀行提取款項的港元匯票或支票支付本行。如果本行決定接納以其他方式支付之款項，閣下之付款不會記入貸方，直至閣下之付款轉為剛才提及之其中一個方式為止。本行會向閣下收取再轉換付款方式所引起之費用。本行可以接受遲交款項、部份付款或任何註明用來清付所有賬項或用來解決任何爭議之支票或郵匯，而毋損本行根據本協議或法律所得之權利，本行接納此等付款，並不意味本行同意以任何方式更改本協議。

八. 付款不兌現

如果我們所接獲由公司及/或閣下發出的支票、匯票、直接扣賬或其他付款票據不能全數兌現，閣下及/或公司同意，除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。

九. 公司卡之使用

其他人士均不得使用發給閣下之公司卡作掛賬、身份證明或作任何其他理由之用。如閣下已讓其他人士使用公司卡或已自願放棄擁有該卡，均不會影響閣下向本公司清付所有因使用發給閣下之公司卡而引起之掛賬之責任。如果公司卡若有遺失、遺竊或如果閣下懷疑該卡在未得閣下允許的情況下被使用，閣下同意立刻通知本行。只要閣下沒有存心欺詐，在本行接到有關之通知前，閣下對該卡被人擅用而引致之掛賬所需負之責任，只限於二百五十港元。閣下同意不會把以公司卡買來的任何商品、票證或服務轉售或退換現金。如果商店允許的話，閣下顯然可以把一項貨品或一張票證退回，然後把款項貸記入公司卡賬戶，對於此等特別要求的掛賬，本行保留否定其有效力的權利。

十. 賬單上之差錯或貨品和服務之查詢/問題

公司卡會員及/或公司須負責證實賬戶月結單之準確性。本行會採取合理步驟提供有關賬戶內掛賬之資料，以助閣下。如閣下對於月結單上的掛賬有任何疑問，閣下需在月結單顯示截數日期之60天內通知本行。如果閣下沒收到月結單的話，閣下有責任立即通知本公司。如有商店發出有關一項掛賬的貨項通知單，本行在收到此單時會把單上顯示之金額貸記入賬戶。任何針對商店的索償，都不應使閣下有權抵銷閣下對本行之債務或對本行提出反要求。商店向閣下提供指任何貨品或服務如有任何毛病，或如商店拒絕承認或接納公司卡，本行概不向閣下負責。當閣下要求本公司發出簽賬單或月結單副本時，本公司有權要求閣下付有關行政費。

十一. 換領新卡及補發公司卡

公司卡之有效期，將直至印在公司卡正面之日期為止，閣下與公司在此要求本行在現有之公司卡到期之前，發予閣下一張新卡或補發卡，本行每年會向公司卡賬戶收取換領卡費用，本行將繼續發出新卡或補發公司卡，直至閣下或公司知會本行停止發卡為止。

十二. 連續簽賬及不出示卡簽賬

- (a) 連續簽賬。閣下可授權商戶就貨品或服務定期向閣下的賬戶記賬(「連續簽賬」)。為免在補發公司卡或取消公司卡的情況下,可能中斷連續簽賬及中斷商戶提供貨品或服務,閣下不時有責任聯絡商戶並提供補發公司卡資料或作出替代付款安排。公司須就被取消公司卡所產生的連續簽賬負上法律責任。閣下授權我們繼續接受連續簽賬,並同意對所有連續簽賬(包括但不限於記入已補發或取消的公司卡的簽賬)負責,直至商戶停止向閣下的公司卡收款或閣下的公司卡被取消為止。如閣下的公司卡因閣下轉用另一種類的卡而被取消,我們可在取消卡後起計**60天**內,繼續處理閣下的連續簽賬。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。
- (b) 不出示卡簽賬。閣下可授權商戶,於閣下不出示公司卡而進行交易時,將簽賬記入閣下的賬戶(「不出示卡簽賬」)。在若干情況下,商戶可保留閣下的公司卡資料,以便處理日後的不出示卡簽賬。在補發或更換公司卡的情況下,閣下有責任聯絡商戶,並提供補發的公司卡資料。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公司卡所進行的不出示公司卡簽賬。如閣下的公司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天**內,繼續處理閣下的連續簽賬。

十三. 外匯管理規例

閣下及公司同意共同及個別遵守該等可能因公司卡使用而受影響之外匯管制規例或類似規例,並同意補償本行因閣下及公司不遵守此等規例而引致之任何損失、索償或開支。

十四. 更改本協議和通知書

我們有權向閣下發出通知隨時更改本協議和通知書。若閣下在我們所發出通知的生效日期後仍保存或使用公司卡,我們會認為閣下已接受有關更改。

如果閣下不接受有關更改,閣下可終止本協議,並將公司卡剪成兩截,將其交回我們。我們繼而可按比例退回閣下公司卡的年費。閣下及/或公司將仍須就在閣下終止本協議之前所產生的一切費用及作出的一切簽賬負責。

十五. 公司卡仍是本行財物

公司卡仍是本行財物,本行可隨時撤銷閣下之使用權,而毋須通知閣下。本行可以把已撤銷之公司卡列在「註銷公告」內,或另行通知各商店謂發給閣下之公司卡已遭撤銷或註銷。

如果本行撤銷公司卡或公司卡到期,閣下必須按本行要求將之歸還。此外,如有商店要求閣下繳回一張已到期或已撤銷之公司卡,閣下必須照辦。閣下不可以公司在公司卡到期後或撤銷後使用該卡。

公司卡之撤銷、收回、或退還該卡之要求,並不是也不會構成閣下品格或信用或公司信用之任何反應,本行對要求歸還或繳回該公司卡之任何人士所作之任何聲明,概不負責。

十六. 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。

十七. 閣下的個人資料

- (1) 在本條款內,以及本協議的其他處,「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 (請點擊頁尾的連結「致客戶有關《個人資料(私隱)條例》通知書」)下載。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高級職員的聯絡詳情。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。閣下在申請公司卡前,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) 在不影響上文第(2)段之原則下,如閣下是美國運通國泰航空公司卡會員或美國運通國泰航空尊尚公司卡會員,本行擬將有關閣下賬戶之資料披露予國泰航空有限公司、其母公司之附屬公司及聯營公司,目的在於持續向閣下提供及更新有關它們之服務及產品之資料。

- (4) 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號太古中心四期18樓「美國運通個人資料保障主任」收。有關其他詳情,請參閱通知書。

- (5) 儘管申請表格、本條款另有相反的規定,閣下的申請表格內所提供的資料或操作閣下賬戶的期間所收集的其他資料,皆可披露予公司及其聯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。

- (6) 閣下若申請公司卡,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. 本行的責任

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運通卡賬戶或使用此卡的任何義務,而直接導致閣下有所損失或須支付其他費用,本行只須對此項損失或費用負責,但僅以上述情況為限,尤其是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(例如機械或系統上的運作失靈而影響該第三者)所引致的損失或須支付之費用負責。

十九. 通知

本行有權以預付郵遞方式把發予閣下及/或公司之通知寄往閣下最後通知本行之地址。任何由本行以此方式寄發之通知,在付郵之日起計**5天**後應視為收訖。

閣下及/或公司必須以預付郵遞方式把發予本行之通知或確認本行通知之文件寄往本行在香港的主要辦事處,即香港太古城太古灣道12號太古中心四期18樓。

二十. 語文及法律

本協議和通知書應按照香港法律解釋,以及公司卡信用安排的提供及使用亦應按照香港法律受規管。本協議和通知書的英文文本與中文文本如有任何差異,在各方面而言英文文本應具決定性。

(若本通知書的中、英文本有任何不一致處,概以英文本為準。)