

**IMPORTANT:** Before you complete the application form and use your American Express Corporate Card, read this American Express Corporate Cardmember Agreement ('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 Corporate Card. The words "we", "our" and "us" refer to American Express International Inc. "Charges" means a transaction made with or charged with the Corporate Card, whether or not a Record of Charge Form is signed for such transaction, and also includes fees, late payment charges, taxes and all other amounts your Company has agreed to pay us or to be liable for under this Agreement. The word "Company" means the firm in whose name the Corporate Card account is opened and whose name appears on the Corporate Card under your name. An American Express Corporate Card issued to a Corporate Cardmember is called a "Corporate Card". When we use the term "Merchant", we are referring to any corporation, firm, person or company which holds itself out as willing to accept the use of a Corporate Card in settlement of the price of the provision of any goods or services. "Unauthorised Charges" are Charges that did not benefit either you or the Company and which were incurred by someone who was not the Corporate Cardmember and who had no actual, implied, or apparent authority to use the Corporate Card. 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 Corporate Card account. 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 and before using 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

You agree to use the Corporate Card for bona fide business expenses which are in accordance with the Company's business expense policies. The Company shall be fully liable to American Express for all Charges incurred on the account. All Charges are due immediately upon receipt of our monthly statement. You should notify us immediately of any change in your name, billing address or email address if you receive the bills. We may charge an additional annual administration fee where any billing address is outside Hong Kong.

## 5. Liability For Unauthorised Charges –

The Company is liable for Unauthorised Charges in the following circumstances only:

- If you or the Company fail to comply with these Conditions or to protect your codes as required under "Use of Corporate Cards";
- Where you or the Company contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Corporate Card; and/or
- Where you or the Company failed to notify us of a lost, stolen or misused Corporate Card, under the "Use of Corporate Cards" section.

Otherwise, the Company is not liable for Unauthorised Charges. For example, if you or the Company gave your Corporate Card and/or codes to another person to use, or if either of you contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Corporate Card, then the Company would be liable for any Unauthorised Charges.

## 6. Fees & Charges

Fees and Charges applicable to a Corporate Card are outlined in the attached Key Facts Statement and will appear as Charges on the Corporate Card. 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 Corporate Card. Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed to you at the time of accepting the service. We may also charge fees to a Corporate Card for services that we provide to you that are not covered by these Conditions, for example (and by way of illustration only) fees for participating in the Membership Rewards™ Program. We reserve the right to make changes to the attached Key Facts Statement as provided under "Changing this Agreement".

## 7. Late Payment Charges

If your account is not paid 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 late payment charges will be incurred 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) Late payment charges, as set out in the attached Key Facts Statement, will be incurred on any Overdue amount which is identified in a statement and will be billed in that statement.
- (iii) The Overdue amount may include any unpaid late payment charges 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. The Company will reimburse us for our reasonable costs and expenses of such action, including legal fees.

## 8. Charges Made in Foreign Currencies

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.

## 9. Payments

The Company must pay us with Hong Kong currency. If we decide to accept payment made in a form other than outlined on your statement, 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.

## 10. 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.

## 11. 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. You agree to notify us at once if the Corporate Card is lost, or stolen, a renewal Corporate Card has not been received, someone else learns a code, or if you suspect your Corporate Card is being misused. If a Corporate Card you have reported lost or stolen is later found, you must destroy it and wait for the replacement Corporate Card.

You must not use the Corporate Card to purchase anything for the purpose of resale unless approved by the Company in writing. You agree not to return for a cash refund any merchandise, tickets or services obtained with the Corporate Card, but you may return an item or ticket to a Merchant for credit to the Corporate Card account if the Merchant permits such returns. You shall not obtain a credit to the account for any reason other than as a refund for goods or services previously purchased with the Corporate Card. You must not use the Corporate Card if a petition for winding-up of the Company is issued (unless the petition is no longer in force), or if the Company passes a resolution for its liquidation or has a receiver appointed over any of its assets. You must not use the Corporate Card if you do not honestly expect that your account will be paid in full on receipt of your monthly statement. 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. You may not use the Corporate Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Hong Kong or any country where the Corporate Card is used or where goods or services are provided.

To protect your PIN, telephone codes, online password and any other codes approved by us to be used on your account (called codes), you must ensure that you:

- memorise the code;
- destroy our communication informing you of the code (if applicable);
- do not write the code on the Corporate Card;
- do not keep a record of the code with or near the Corporate Card or account details;
- do not tell the code to anyone;
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the code when entering it into an Automatic Teller Machine (called ATM) or other electronic device.

## 12. 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 Corporate Card account. If you are disputing a Charge, you must notify us within **60 days** from the date of the statement where the Charge first appears. We will take reasonable steps to assist you by providing information in relation to Charges charged to the Corporate Card account. It is your responsibility to notify us immediately if you do not receive a monthly statement.

If a Merchant issues a credit slip in respect of a Charge we will, upon receipt, credit the amount shown on that credit slip to the Corporate Card account. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but the Company must pay us for all other Charges. No claim against a Merchant 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 a Merchant, or for any refusal of a Merchant to honour or accept the Corporate Card. We may charge an administrative fee, if you request duplicate statements or Record of Charges.

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.

## 13. Subrogation

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

## 14. Renewal and Replacement Corporate Cards

The Corporate Card will be valid until the expiration date embossed on the face of the Corporate Card. You may request us to issue to you a renewal or replacement Corporate Card before the current Corporate Card expires. We will bill renewal fees for the Corporate Card account annually, as outlined in the attached Key Facts Statement. We will continue to issue renewal or replacement Corporate Cards until you or the Company tell us to stop.

## 15. 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.

## 16. Exchange Control, Tax and Legal Requirements

If we have to or will have to pay or reimburse anyone else for any tax, duty or other charge imposed by law in Hong Kong or in any country in respect of the Card, your use of it or any other transaction involving you or the deposit of funds received for the account, we may charge to the Card 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. You must comply with exchange control, tax laws and any other laws which apply to your use of the Card, and you agree to indemnify us against any consequence of your failure to comply.

#### 17. 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.

#### 18. Suspension

We may suspend your right to use the Corporate Card with or without cause and without notice. If we do suspend your charge privileges you cannot use the Corporate Card until arrangements satisfactory to us have been made for payment of outstanding Charges. We may charge a Corporate Card reinstatement fee if your Corporate Card has been suspended or cancelled and we agree to reinstate it.

#### 19. Cancellation

Either you or the Company may at any time cancel the Corporate Card issued to you. Your cancellation will not be effective until you or the Company notify us in writing and we acknowledge receipt of the notification. On cancellation you must destroy the Corporate Card. The Company will remain liable for all Charges incurred before the Corporate Card is destroyed. The Corporate Card will be cancelled upon termination of your employment. The Corporate Card remains our property and we can cancel your right to use it at any time, with or without cause and without notice. If we cancel the Corporate Card without cause we may refund a portion of the annual fee. We may inform Merchants of cancellation. If the Corporate Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once. You must hand it over to any Merchant which so requests or to any third party we nominate.

#### 20. Cash Or Travellers Cheques

You cannot use the Corporate Card to obtain cash from ATMs or travellers cheques unless you enrol in our programs covering these facilities. Those programs are governed by separate agreements.

#### 21. 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.

#### 22. 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](http://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.

#### 23. Our Liability

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Corporate Card account or your use of the Corporate 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.

#### 24. Notices

We shall be entitled to send any notice to you by prepaid post to your address last known to us. Any notice or statement as sent by us shall be deemed to have been received by you **7 days** after the date of posting, unless you actually receive it earlier. 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.

#### 25. General

- You understand that the Company will designate an employee as a Program Administrator and authorises the Program Administrator to act on its behalf for all matters relating to these Conditions including but not limited to viewing Cardmember transactions, changing credit limits, cancelling Corporate Cards and updating Cardmember information.
- A certificate signed by one of our officers stating the amount that you and/or the Company owes us under these Conditions 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.
- We may assign our rights and obligations under these Conditions and the Notice at any time without your consent.
- No forbearance, delay or failure on our part to exercise or partially exercise any power or right under these Conditions shall operate as a waiver of such power or right.

#### 26. 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.)

**重要提示：**在閣下填寫申請表格及使用閣下的美國運通公司卡之前，敬請細閱本美國運通公司卡會員協議(「本協議」)，因為閣下簽署、使用或接受公司卡，即表示閣下將會與我們就本協議所註明的各項事宜達成協議。閣下使用公司卡將受本協議管限。

## 一. 定義

在閣下閱讀本協議時，請緊記「閣下」、「閣下的」或「公司卡會員」指在公司卡上所指定的人士。「我們」及「我們的」指美國運通國際股份有限公司。「簽賬」指以公司卡作出或記賬的交易，不論是否有就該交易簽署簽賬記錄表格，並且亦包括根據本協議閣下的公司已同意向我們支付的或根據本協議閣下的公司須負上法律責任的費用、逾期付款收費、稅項及一切其他款項。「公司」指以其名義開立公司卡賬戶及其名稱在公司卡上閣下姓名之下顯示的商號。我們發給公司卡會員的美國運通公司卡稱為「公司卡」。當我們使用「商戶」一詞時，我們是指自稱願意接受使用公司卡以清償提供任何貨品或服務的價格之任何法團、商號、人士或公司。「未經授權簽賬」指並不使閣下或公司受益，並且是由並非公司卡會員及並未獲實際、隱含或明顯授權使用公司卡的人士所產生的簽賬。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

發給閣下的公司卡是供閣下在與以公司名義開立的公司卡賬戶有關連的情況下使用。我們是在公司的要求下發給公司卡，並將在公司的要求下或者若公司無法或不願意履行與公司卡或公司卡賬戶有關的一切責任時取消公司卡。閣下同意只為業務需要而使用公司卡。

## 三. 接納協議

如果閣下同意受本協議約束，閣下應在接獲公司卡後及使用公司卡前盡快在公司卡上簽署。如果閣下不欲受本協議約束，請將公司卡剪成兩截並將其交回我們。除非閣下如此行事，否則我們將會假設閣下已接受本協議。如果閣下在公司卡上簽署，閣下不應在公司卡面上所壓印的生效日期之前或屆滿日期之後使用公司卡。

## 四. 掛賬需負之責任 - 立即付款

閣下同意使用公司卡支付符合公司業務開支政策的真正業務開支。公司應就在賬戶上所產生的一切簽賬對美國運通全面負上法律責任。一切簽賬均在接獲我們的月結單後立即到期支付。如果賬單是由閣下收取，則閣下的姓名、賬單地址或電郵地址如有任何更改，閣下應立即通知我們。若任何賬單地址在香港境外，我們可收取額外管理年費。

## 五. 未經授權簽賬的法律責任 —

公司只在下列情況下須就未經授權簽賬負上法律責任：

如果閣下或公司沒有遵守此等條件或根據在「使用公司卡」下的規定保護閣下的密碼；

若閣下或公司促致或以任何方式參與或受惠於公司卡被盜竊或遺失或不當使用；及/或

若閣下或公司沒有根據在「使用公司卡」一節下的規定通知我們公司卡被遺失、偷竊或不當使用。

在其他情況下，公司無須就未經授權簽賬負上法律責任。舉例而言，如果閣下或公司將閣下的公司卡及/或密碼給予他人使用；或者如果閣下或公司促致或以任何方式參與或受惠於公司卡被盜竊、遺失或不當使用，則公司須就任何未經授權簽賬負上法律責任。

## 六. 收費及費用

適用於公司卡的收費及費用在隨附資料概要概述，並將以公司卡的簽賬形式顯示。該等收費包括年費。年費須就在與閣下的公司卡相關的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。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。我們亦可就我們向閣下提供而未被此等條件涵蓋的服務，向公司卡收取費用；例如(只作說明之用)參加美國運通積分計劃的費用。我們保留權利，按在「更改本協議」下所規定，對隨附資料概要作出更改。

## 七. 逾期付款收費

如果閣下的賬戶並未在接獲閣下的月結單後獲全數付款，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，逾期付款收費將按以下方式產生：

- (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，未付餘額將在該下一結單上列明為「逾期」款額。
- (ii) 在隨附資料概要中列出的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。我們可採取我們認為必需的行動，以追討逾期款額及在其他方面保障我們的權益，包括使用追討欠款公司。公司將向我們付還我們就該等行動產生的合理費用及開支，包括法律費用。

## 八. 以外幣簽賬

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，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。除非適用法規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。

## 九. 付款

公司必須以港元向我們付款。如果我們決定接受以在閣下的結單上所概述以外的某種形式作出的付款，在閣下的付款兌換成上述其中一種付款形式之前，閣下的付款不會被入賬。我們可向閣下收取在兌換閣下的付款時我們所產生的任何費用。

我們可接受逾期付款、部分付款，或者標明作為全數付款或作為解決任何爭議的任何支票或匯票，但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。如果我們接受該等付款，這並不表示我們同意以任何形式更改本協議。

## 十. 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。

## 十一. 使用公司卡

閣下不得准許任何其他人士使用發給閣下的公司卡作簽賬、識別身份或任何其他用途。如果公司卡被遺失或盜竊，並未收到經更換的公司卡、有其他人士知悉密碼，或者如果閣下懷疑閣下的公司卡被不當使用，閣下同意立即通知我們。如果閣下已申報遺失或被盜竊的公司卡其後被尋回，閣下必須將其銷毀並等候補發公司卡。除非經公司書面批准，閣下不得使用公司卡購買任何物品作轉售用途。閣下同意不得退回使用公司卡所獲取的任何商品、票券或服務，以換

取現金，但如商戶准許退回物品或票券，閣下可向該商戶退回物品或票券，將有關款項貸記入公司卡賬戶內。除因退回之前使用公司卡所購買的貨品或服務以外，閣下不得為任何理由而獲得將有關款項貸記入賬戶內。如果已發出將公司清盤的呈請(但如該呈請不再生效則除外)，或者如果公司通過將其清盤的決議案，或者如果已就公司的任何資產委任接管人，閣下即不可使用公司卡。如果閣下並非真誠地預期在接獲閣下的月結單時閣下的賬戶將獲全數付款，則閣下不應使用公司卡。閣下確認知悉及同意，我們有權拒絕對任何簽賬給予授權，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。閣下不得使用公司卡作任何非法用途，包括購買香港法律、或者使用公司卡所在任何國家/地區的法律、或者提供貨品或服務所在任何國家/地區的法律所禁止的貨品或服務。

為保障閣下的個人識別號碼、電話密碼、網上密碼及我們所批准用於閣下賬戶的任何其他密碼(下稱密碼)，閣下必須確保閣下：

緊記密碼；

銷毀我們告知閣下密碼的通訊(如適用)；

不得在公司卡上寫上密碼；

不得將密碼記錄與公司卡或賬戶詳情一併存放或存放在公司卡或賬戶詳情附近；

不得將密碼告知任何人；

如果閣下選用密碼，請勿選用容易被人聯想到與閣下有關係的號碼(例如閣下的姓名、出生日期或電話號碼)作為密碼；及

在將密碼輸入自動櫃員機或其他電子設施時，注意切勿讓他人看到密碼。

## 十二. 計賬錯誤或貨品及服務的查詢/問題

公司卡會員及/或公司有責任確認公司卡賬戶每一月結單的準確性。如果閣下對某項簽賬提出爭議，閣下必須在由首次顯示該簽賬的結單發出日期起計**60天**內通知我們。我們將採取合理步驟以協助閣下，並提供與在公司卡賬戶記賬的簽賬有關的資料。如果閣下未收到月結單，閣下有責任立即通知我們。

如果商戶就簽賬發出貨方傳票，我們在收到該傳票後，會將在該傳票上所顯示的款額記入公司卡賬戶貨項。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信貸，但公司必須向我們支付所有其他簽賬。對商戶提出的任何申索不會使閣下有權對我們提出任何抵銷或反申索。我們無須就商戶向閣下所提供的任何貨品或服務的任何欠妥之處，或就商戶拒絕兌現或接受公司卡而對閣下負上法律責任。如果閣下索取結單或簽賬記錄複本，我們可收取行政費。

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。

## 十三. 代位權

如果商戶不向閣下提供使用公司卡所購買的貨品或服務，我們可酌情決定將所簽賬的款額記入閣下賬戶貨項。如果我們如此行事，根據此等條件，閣下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，針對商戶追索閣下可享有的任何權利，包括但不限於在商戶的任何破產清盤或行政管理中投票表決及提出證明，或者針對商戶展開任何法律程序。閣下同意在被要求下向我們轉讓任何該等權利。

## 十四. 更換及補發公司卡

公司卡將屬有效，直至在公司卡面所壓印的屆滿日期為止。閣下要求我們在現有公司卡到期之前向閣下更換或補發公司卡。我們將按隨附資料概要所列，每年就公司卡更換費用記賬。我們會繼續更換或補發公司卡，直至閣下或公司通知我們停止為止。

## 十五. 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。

## 十六. 外匯管制、稅務及法律規定

如果我們須要或將會須要向任何其他人士支付或償付根據香港或任何國家/地區的法律，就公司卡、閣下使用公司卡或涉及閣下的任何其他交易或為賬戶所收到的存入資金而徵收的任何稅項、關稅或其他收費，我們可向公司卡賬戶計收該款項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，以及我們可預先計收該簽賬。閣下必須遵守適用於閣下使用公司卡的外匯管制、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。

## 十七. 更改協議和通知書

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。

## 十八. 暫停

我們可在給予或不給予理由及不給予通知的情況下，暫停閣下使用公司卡的權利。如果我們暫停閣下的簽賬權利，閣下不能使用公司卡，直至已作出令我們滿意的安排，支付尚欠簽賬付款為止。如果閣下的公司卡曾被暫停或取消，而我們同意恢復公司卡的使用，我們可收取公司卡恢復使用費。

## 十九. 取消

閣下或公司可隨時取消已發給閣下的公司卡。在閣下或公司以書面通知我們及我們確認接獲通知之前，閣下取消公司卡將不會生效。在取消公司卡後，閣下必須將公司卡銷毀。公司將仍須就在公司卡被銷毀之前所產生的一切簽賬負上法律責任。在閣下終止受僱時公司卡將被取消。公司卡屬於我們的財產，而我們可在給予或不給予理由及不給予通知的情況下，隨時取消閣下使用公司卡的權利。如果我們在不給予理由下取消公司卡，我們可退回部分年費。我們可通知商戶公司卡被取消。如果公司卡被取消或期限屆滿，閣下不可為任何目的再使用公司卡，而閣下必須立即將公司卡銷毀。閣下必須將公司卡交予商戶(如其有此要求)或我們指定的任何第三方。

## 二十. 現金或旅行支票

閣下不能使用公司卡從自動櫃員機提取現金或取得旅行支票，除非閣下已登記申請加入我們提供並涵蓋此等安排的計劃。此等計劃須受另外的協議管限。

## 廿一. 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。閣下只要將卡靠近讀卡器，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。

## 廿二. 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](http://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。

## 廿三. 我們的法律責任

在受適用法律規限下，閣下同意，如果我們未能履行我們與公司卡賬戶或閣下使用公司卡相關的任何義務，並因而直接導致閣下蒙受損失或須支付費用，我們將只須就該等損失或費用，而非其他情況，向閣下負上法律責任。特別而言，我們將無須就相應而生的損失或者並非因未能履行該等義務而直接及自然地引致的任何其他損失或損害，包括在特別情況下可能引致的損害賠償負上法律責任。在任何情況下，我們將不會對由任何第三方所造成的損失或費用負責，包括（僅作為例子）因影響該等第三方的機械或系統失靈而引致的該等損失或費用。

## 廿四. 通知

我們應有權以預付郵資郵遞方式寄往閣下最後為我們所知的地址，向閣下送交任何通知。由我們送交的任何通知或結單應被視作在投遞之日後7天由閣下接獲，除非如閣下實際上在較早日期接獲該通知或結單。

閣下及/或公司必須以預付郵資郵遞方式寄往我們在香港的主要營業地點（現為香港太古城太古灣道12號太古中心四期18樓），送交或確認給予我們的任何通知。

## 廿五. 一般規定

- a) 閣下明白，公司將指派一名僱員擔任計劃聯絡人並授權計劃聯絡人就與此等條件相關的一切事宜代表公司行事，包括但不限於審視公司卡會員交易、更改信貸限額、取消公司卡及更新公司卡會員資料。
- b) 經由我們一名高級人員簽署，註明根據此等條件閣下及/或公司欠下我們款額的證明書，即屬該款額的證明文件。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。
- c) 我們隨時可在沒有閣下同意下轉讓我們在此等條件和通知書的權利和義務。
- d) 我們本身暫緩、延遲或沒有行使或部分行使在此等條件下的任何權力或權利，不得視作我們放棄該等權力或權利。

## 廿六. 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。）