

創興咭 (人民幣) 章則及條款

1. 納入賬戶章則 / 釋義

- 1.1 本行的賬戶章則 (「**賬戶章則**」) 應被納入為本章則及條款整體的一部份，正如賬戶章則全文載於本文一樣。如賬戶章則與本章則及條款有所抵觸，應以本章則及條款為準。
- 1.2 除文章另有所指外，在賬戶章則中所界定的粗體詞語當用於本文時應具有相同涵義。
- 1.3 在本文中所使用的「**本章則及條款**」應指創興咭 (人民幣) 章則及條款連同賬戶章則。
- 1.4 本章則及條款應適用於並且管限持咭人使用本行的創興咭 (人民幣) (「**人民幣借記咭**」)。
- 1.5 為免生疑問：
 - (a) 「**自動櫃員機**」按賬戶章則第 I 節所界定，包括由本行或電子櫃員機咭或中國銀聯 (「**銀聯**」) 的任何其他成員所裝設的任何自動櫃員機，或本行不時批准的任何其他終端機，以處理電子付款或轉賬，不論在香港境內或境外；
 - (b) 「**該咭**」按賬戶章則第 V 節所界定，包括人民幣借記咭；
 - (c) 「**持咭人**」指成功申請並獲本行發給人民幣借記咭的人士 (本行保留權利，按本行獨有酌情權決定不向任何人士發出人民幣借記咭，而毋須給予任何理由及毋須負上法律責任)；
 - (d) 「**終端機**」按賬戶章則第 V 節所界定，包括銀聯聯網的銷售點終端機；及
 - (e) 在賬戶章則第 V 節使用的「經營各終端機的其他機構」及「經營任何其他設備或終端機的其他機構」用語包括銀聯。

2. 人民幣借記咭的使用

- 2.1 本行可不時在毋須發出通知或毋須負上法律責任下，設定、更改、暫停或撤銷透過使用人民幣借記咭可操作的服務，包括但不限於提取現金、轉賬、支付貨品及服務的費用、更改個人密碼及 / 或查詢賬戶餘額。不同服務可在不同聯網及不同地點提供。現時，人民幣借記咭只可在中華人民共和國 (就本章則及條款而言，不包括香港、台灣及澳門) (「**中國**」) 展示銀聯標誌的自動櫃員機用以進行交易 (包括提取現金)。透過使用人民幣借記咭進行的交易將以中國的法定貨幣人民幣結算。
- 2.2 持咭人應指定一個在本行開立並獲本行接納的外幣賬戶，用以結算透過人民幣借記咭進行的交易。持咭人可使用人民幣借記咭透過本行不時告知的該等自動櫃員機、終端機及其他設備操作持咭人的賬戶。
- 2.3 持咭人授權本行從任何賬戶扣取涉及使用人民幣借記咭及 / 或相關個人密碼進行的任何交易款額。
- 2.4 若展示相關標誌的任何自動櫃員機或終端機經營者不接受人民幣借記咭，本行概不負責。自動櫃員機或終端機經營者可就交易徵收額外費用而毋須通知持咭人。
- 2.5 對於因任何賣方或服務提供者 (「**商戶**」) 不接受人民幣借記咭而引致的任何損失、開支或法律責任，本行毋須負責。與任何交易有關的任何爭議應由持咭人與商戶直接解決或達成和解，而在任何情況下，本行均毋須對任何該等爭議、交易，或與此有關的貨品或服務負責。
- 2.6 持咭人必須遵守所有適用的法律及規例，包括任何防止清洗黑錢及防止恐怖分子融資活動法例及規例，以及所有適用的外匯法律及規例，包括但不限於中國有關使用人民幣借記咭方面的該等法律及規例。所有交易亦將受制於不時適用於香港人民幣業務的規則及規例。本行可採取本行全權認為必需的任何行動 (包括但不限於披露任何資料及文件)，以遵守任何該等法律或規例。

- 2.7 人民幣借記咭不能被用作任何非法或不道德用途，包括但不限於非法賭博，而本行保留絕對權利，全權酌情決定拒絕為屬非法或不道德的任何交易，或本行全權決定認為懷疑或相信屬非法或不道德的任何交易而兌現或處理付款。

3. 手續費

- 3.1 除賬戶章則第 V 節第 11 條所述的收費及費用外，本行將會就透過使用人民幣借記咭進行的每宗現金提款交易收取手續費。該手續費的款額會在本行不時刊發的收費表中訂明。持咭人可向本行索取該收費表。
- 3.2 持咭人授權本行在進行提款交易時從提款賬戶扣除該手續費。持咭人應確保賬戶內有足夠存款用作提款及扣除手續費。若存款不足以用作提款及扣除手續費，交易將不獲執行。

4. 客戶通知書

由自動櫃員機或其他終端機所發出的客戶通知書，及在自動櫃員機或其他終端機上所顯示的資料對本行不具約束力。

5. 終止

本行保留權利，全權酌情決定終止使用人民幣借記咭及 / 或所提供的任何服務，或不批准或拒絕任何交易，而毋須給予任何事先通知或理由，亦毋須負上法律責任。在出現上述終止情況時，持咭人在本行要求時，應將人民幣借記咭交回本行。

6. 管轄法律及司法管轄權

本章則及條款應受香港法律管限，並按香港法律解釋，而就本章則及條款所引致或相關的任何訴訟、法律行動或法律程序而言，雙方同意服從香港法院的非專有司法管轄權。

7. 語文

本章則及條款的中文版本僅供參考，英文與中文版本如有任何抵觸，概以英文版本為準。

[中英文本如有不符，概以英文本為準。]

Terms and Conditions for Chong Hing Card (Renminbi)

1. Incorporation of the Account Rules / Interpretation

- 1.1 The Bank's Account Rules ("**Account Rules**") shall be incorporated as an integral part of these terms and conditions, as if the Account Rules are written in full herein. In case of conflict between the Account Rules and these terms and conditions, these terms and conditions shall prevail.
- 1.2 Unless the context otherwise requires, capitalized terms defined in the Account Rules shall have the same meanings when used herein.
- 1.3 The expression "**these terms and conditions**" used herein shall mean the terms and conditions for Chong Hing Card (Renminbi) together with the Account Rules.
- 1.4 These terms and conditions shall apply to and regulate the use of the Bank's Chong Hing Card (Renminbi) ("**RMB Debit Card**") by the Cardholder.
- 1.5 For the avoidance of doubt:
 - (a) "**ATM**" as defined in Section I of the Account Rules includes any automatic teller machine installed by the Bank or any other member of electronic teller card or China Unionpay ("**UnionPay**") or any other terminals authorized by the Bank from time to time to process electronic payments or transfers, whether in or outside Hong Kong;
 - (b) "**Card**" as defined in Section V of the Account Rules includes the RMB Debit Card;
 - (c) "**Cardholder**" means a person who has successfully applied for and to whom a RMB Debit Card is issued by the Bank (the Bank reserves the right at its sole discretion not to issue a RMB Debit Card to any person without giving any reason and without liability);
 - (d) "**terminal**" as defined in Section V of the Account Rules includes the point-of-sale terminals of the UnionPay network; and
 - (e) the expressions "other institutions operating terminals" and "other institutions operating any other devices or terminals" used in Section V of the Account Rules include UnionPay.

2. Use of the RMB Debit Card

- 2.1 The Bank may from time to time, without notice or liability, set, vary, suspend or withdraw the services, including without limitation cash withdrawal, account transfer, payment for goods and services, change of PIN and / or account balance inquiry, which are accessible by the use of the RMB Debit Card. Different services may be available with different networks and in different places. For the time being, the RMB Debit Card can only be used at ATMs on which the logo of UnionPay is displayed for Transactions (including cash withdrawals) in People's Republic of China (excluding for the purposes of these terms and conditions, Hong Kong, Taiwan and Macau) ("**China**"). Transactions through the use of the RMB Debit Card will be denominated in RMB, the lawful currency of China.
- 2.2 The Cardholder shall nominate a foreign currency account opened with and acceptable to the Bank to settle transactions effected through the RMB Debit Card. The RMB Debit Card may be used by the Cardholder to obtain access to the Cardholder's Account through such ATMs, terminals and other devices as advised by the Bank from time to time.
- 2.3 The Cardholder authorizes the Bank to debit any Account with the amount of any transaction involving the use of the RMB Debit Card and / or the relevant PIN.

- 2.4 The Bank accepts no responsibility if any ATM or terminal operator displaying the relevant logo does not accept the RMB Debit Card. An ATM or terminal operator may impose additional fees on a transaction without advising the Cardholder.
- 2.5 The Bank shall not be responsible for any loss, expense or liability arising from the non-acceptance by any vendor or service provider ("**Merchant**") of the RMB Debit Card. Any dispute relating to any Transaction shall be resolved or settled between the Cardholder and the Merchant direct, and in no circumstances shall the Bank be responsible for any such dispute, Transaction, or the goods or services relating thereto.
- 2.6 The Cardholder must comply with all applicable laws and regulations including any anti-money laundering and anti-terrorist financing legislation and regulations and all applicable foreign exchange laws and regulations including without limitation those of China in respect of the use of the RMB Debit Card. All Transactions will also be subject to the rules and regulations from time to time applicable to RMB business in Hong Kong. The Bank may take any action (including without limitation the disclosure of any information and documents) which in its sole opinion is necessary to comply with any such law or regulation.
- 2.7 The RMB Debit Card cannot be used for any illegal or immoral purposes including without limitation illegal gambling and the Bank reserves the absolute right at its sole discretion to refuse to honour or process payment for any Transactions that are illegal or immoral, or suspected or believed to be illegal or immoral in the view of the Bank as it may absolutely decide.

3. Handling Fee

- 3.1 **In addition to charges and fees described in Clause 11 of Section V of the Account Rules, for each cash withdrawal transaction effected through the use of the RMB Debit Card, a handling fee will be charged. The amount of handling fee is specified in any schedule of fees published by the Bank from time to time. Such schedule of fees shall be made available to the Cardholder upon request.**
- 3.2 The Cardholder authorizes the Bank to deduct the handling fee from the Account to be withdrawn and at the time of the withdrawal transaction. The Cardholder shall ensure that there are sufficient funds in the Account for the withdrawal amount and the handling fee. Where there are insufficient funds for the withdrawal amount and handling fee, the transaction will not be effected.

4. Customer Advice

A customer advice issued by, and information shown on, an ATM or other terminal does not bind the Bank.

5. Termination

The Bank reserves the right at its sole discretion to terminate the use of the RMB Debit Card and / or any services offered or to disapprove or decline any Transaction without giving any prior notice or reason and without liability. Upon such termination, the Cardholder shall surrender the RMB Debit Card on demand to the Bank.

6. Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, action or proceeding arising out of or in connection with these terms and conditions.

7. Language

The Chinese version of these terms and conditions is for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.