



AMERICAN EXPRESS® CARD CARDMEMBER AGREEMENT

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

1. DEFINITIONS

"Account"	Any account we maintain in relation to the Card
"Supplementary Cardmember"	Individual receiving a Supplementary American Express Card at the request of the Basic Cardmember
"American Express Group"	American Express Company and its subsidiaries and affiliates
"Basic Cardmember"	The individual who signed the application to open a Card account
"Card"	The American Express Card issued to operate the account including Basic and Supplementary Cards
"Charge"	A transaction made with the 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 Card for payment
"We", "Our" and "Us"	American Express International, Inc.
"You", "Your", and "Cardmember"	The individual named on the enclosed American Express Card
"Notice"	Amex's Notice to Customers relating to the Personal Data (Privacy) Ordinance

2. YOU MUST SIGN THE CARD

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

3. USE OF THE CARD

- (1) You must use the Card in accordance with these Conditions and within the validity dates on its face.
- (2) The Card is for your use only. You must not give the Card or your Account number to others or allow anyone else to use the Card for Charges, identification or any other purpose. If you do, you will be liable for all Charges incurred on the Card as a result.
- (3) You must not return any goods, tickets or services obtained with the Card for a cash refund. The Merchant may agree to issue a credit to your Card account.
- (4) Only use the 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 Card at any time with or without notice to you, based on our reasonable assessment of the credit risks associated with your 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 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 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 Card bearing your name is as follows:

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

- (2) We will send statements to the Basic Cardmember for all Charges. Payment in full is due upon receipt of our monthly statement.

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 Payment Due Date, Late Payment Charges will be charged on the outstanding balance at the rate of three and nine tenths percent (3.9%) per month to cover our administrative and other expenses resulting from the delayed payment, subject to any restrictions or limits imposed by law. The minimum Late Payment Charges will be HK\$100. However, the Late Payment Charges will not exceed the outstanding 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 CARD

- (1) You must notify us at once if the Card is lost or stolen or if a renewal Card has not been received or if you suspect that the 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 Card.

8. 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.

9. 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.

10. 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.

Note: As some payment methods may require more processing time, we encourage you to pay your bills early to avoid incurring late fee. Different payment channels have different cut-off times and the cut-off time is at the discretion of each such payment channel. Please ensure that American Express receives your payment before Payment Due Date to avoid incurring late fee.

11. 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.

12. 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 Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.
- (3) If a Merchant issues a credit to you, we will credit the amount to your account.

13. RENEWAL / REPLACEMENT CARDS

- (1) We shall issue you with a renewal Card when the current Card expires. You agree to pay the annual 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 Card.
- (2) We reserve the right to replace the Card in the event the Card as a product line is discontinued for any reason whatsoever with another card issued by us at our discretion.

14. 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 Card.
- (2) You must pay any government tax, duty or other charge imposed by law in respect of the 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.

15. 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 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 Peninsula Gold / Platinum Card member, we would like to disclose information about your account to Peninsula Hotels group of 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, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong. Please refer to the Notice for more details.
- (5) By applying for a 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.

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. EXPRESS CASH

~~You cannot use the 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 agreement.~~

18. RECURRING PAYMENTS AND CARD NOT PRESENT CHARGES

- (a) If you use the Card to buy goods or services requiring regular or instalment payments under any instalment 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 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 Card that has been replaced) until the Merchant stops charging the Recurring Payments to your Card or your Card Account is cancelled. If your 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.

19. 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 Card at any time without notice. We may, at our discretion, restore your use of the Card on conditions determined by us.

20. CANCELLATION

- (1) The Card remains our property. This means you must give the 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 Card on our behalf.
- (2) If we cancel the Card without cause we will refund a portion of the annual fee (if any). If the 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 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) You may cancel the card issued to you at any time, and the Basic Cardmember can cancel a Supplementary Card at any time, by notifying us and destroying or returning the Card to us. The Basic Cardmember will be responsible for any charges incurred on the Supplementary Card until the Card is destroyed or returned to us. American Express shall not be responsible for resolving private disputes between the Basic and Supplementary Cardmembers.
- (5) Upon cancellation, all outstanding amounts on your Card Account are payable in full immediately. This Agreement will be ended when you return all Cards and you have paid off all the amounts you owe.

21. 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 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.

22. 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.

23. 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 Card after notification.
- (3) If you do not accept any change to these Conditions or the Notice you must cancel the 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 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.

24. 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 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.
- (6) We may send any notices or other correspondence to you by ordinary prepaid post or by such other channels as we deem appropriate (such as electronic mail). All such notices and correspondence to be given by us will be validly given if dispatched to the billing address or email address we have on file for you and will be deemed to be received by you within a generally acceptable time of that means of communication.

25. 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.

American Express International, Inc. (Effective December 2022 ~~February 2020~~)

THE PLATINUM CARD® CARDMEMBER AGREEMENT
(applicable to applications submitted on or after September 22, 2022)

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

SECTION A: GENERAL TERMS AND CONDITIONS

This "Section A: General Terms and Conditions" is generally applicable to your use of the Card.

1. DEFINITIONS

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

2. YOU MUST SIGN THE CARD

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

3. USE OF THE CARD

- (1) You must use the Card in accordance with these Conditions and within the validity dates at the back.
- (2) The Card is for your use only. You must not give the Card or your Account number to others or allow anyone else to use the Card for Charges, identification or any other purpose. If you do, you will be liable for all Charges incurred on the Card as a result.
- (3) You must not return any goods, tickets or services obtained with the Card for a cash refund. The Merchant may agree to issue a credit to your Card account.
- (4) Only use the Card if you honestly expect to be able to pay your account in full on receipt of your monthly statement.
- (5) You must only use the 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 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 Card bearing your name is as follows:

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

5. 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 (if applicable) 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.

6. LOST, STOLEN OR MISUSED CARD

(1) You must notify us at once if the Card is lost or stolen or if a renewal Card has not been received or if you suspect that the 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 Card.

7. 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.

8. 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.

9. PAYMENTS

You must always pay us in the currency in which we bill you. When applying your Minimum Payments, you agree that we may apply it in whichever order we determine in our discretion. 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.

Note: As some payment methods may require more processing time, we encourage you to pay your bills early to avoid incurring late fee. Different payment channels have different cut-off times and the cut-off time is at the discretion of each such payment channel. Please ensure that American Express receives your payment before Payment Due Date to avoid incurring late fee.

10. DEFAULT

We may consider your Card Account to be in default if you fail to pay us any payment when it is due, if you attempt to exceed your Credit Limit (if applicable), or if you breach any obligation under these Conditions. Upon default, we reserve the right at any time and without prior notice to (i) revise the Credit Limit (if applicable); (ii) declare the entire amount of your obligations to us immediately due and payable (including transactions not yet debited to your account); and (iii) suspend or cancel your Card Account privileges.

11. 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.

12. 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 Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.

(3) If a Merchant issues a credit to you, we will credit the amount to your account.

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(2) We reserve the right to replace the Card in the event the Card as a product line is discontinued for any reason whatsoever with another card issued by us at our discretion.

14. 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 Card.

(2) You must pay any government tax, duty or other charge imposed by law in respect of the 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.

15. 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 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 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.

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 (if applicable). Please ensure your card is kept securely. We may deactivate contactless payments at any time.

17. EXPRESS CASH

You cannot use the 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 agreement.

18. RECURRING PAYMENTS AND CARD NOT PRESENT CHARGES

- (1) If you use the Card to buy goods or services requiring regular or instalment payments under any instalment 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 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 Card that has been replaced) until the Merchant stops charging the Recurring Payments to your Card or your Card Account is cancelled. If your 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.
- (2) 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.

19. 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 Card at any time without notice. We may, at our discretion, restore your use of the Card on conditions determined by us.

20. CANCELLATION

- (1) The Card remains our property. This means you must give the 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 Card on our behalf.
- (2) If we cancel the Card without cause we will refund a portion of the annual fee (if any). If the 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 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) You may cancel the card issued to you at any time, and the Basic Cardmember can cancel a Supplementary Card at any time, by notifying us and destroying or returning the Card to us. The Basic Cardmember will be responsible for any charges incurred on the Supplementary Card until the Card is destroyed or returned to us. American Express shall not be responsible for resolving private disputes between the Basic and Supplementary Cardmembers.
- (5) Upon cancellation, all outstanding amounts on your Card Account are payable in full immediately. This Agreement will be ended when you return all Cards and you have paid off all the amounts you owe.

21. 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 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.

22. 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.

23. 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 Card after notification.
- (3) If you do not accept any change to these Conditions or the Notice you must cancel the 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 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.

24. NOTICES

- (1) We will send any billing statement or notice to your stated billing address.
- (2) If you agree, we may deliver 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 Card was issued to you.
- (5) We may send any notices or other correspondence to you by ordinary prepaid post or by such other channels as we deem appropriate (such as electronic mail). All such notices and correspondence to be given by us will be validly given if dispatched to the billing address or email address we have on file for you and will be deemed to be received by you within a generally acceptable time of that means of communication.

25. 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.

SECTION B: TERMS AND CONDITIONS GOVERNING THE USE OF CHARGE CARD FUNCTIONS & SERVICES

This "Section B: Terms and Conditions Governing the Use of Charge Card Functions and Services" applies only when the Card is a charge card.

26. SPENDING LIMIT

We may impose a limit on the Card at any time with or without notice to you, based on our reasonable assessment of the credit risks associated with your Card Account, including but not limited to your account status, payment records and information available to us from credit reference agencies.

27. STATEMENT

We will send statements to the Basic Cardmember for all Charges. Payment in full is due upon receipt of our monthly statement.

28. LATE PAYMENT CHARGES AND FEES

- (1) If we do not receive payment in full of the outstanding balance shown on a monthly statement by Payment Due Date, Late Payment Charges will be charged on the outstanding balance at the rate of three and nine tenths percent (3.9%) per month to cover our administrative and other expenses resulting from the delayed payment, subject to any restrictions or limits imposed by law. The minimum Late Payment Charges will be HK\$100. However, the Late Payment Charges will not exceed the outstanding 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.

29. FEES AND CHARGES SCHEDULE – CHARGE CARD

Annual Fee (Basic Card + 2 Supplementary Cards)	HK\$7,800
<u>Express Cash Handling Fee</u> (Applicable to Express Cash enrollees only)	<u>5% of the amount withdrawn or HK\$75 (whichever is higher)</u>
Late Payment Charges	3.9% of the outstanding balance (The minimum Late Payment Charge is HK\$100. However, the Late Payment Charge will not exceed the outstanding balance.)
Dishonored Cheque / Autopay Fee (or Returned Payment Fee)	HK\$120 each time
Statement Retrieval Fee	HK\$50 per copy (Waived)
Record of Charge / Statement of Charge Retrieval Fee	HK\$50 per copy (Waived)
Card Replacement Fee	HK\$100 per Card (Waived)
Foreign Currency Charges	2% of the converted Hong Kong Dollar amount

Note: 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.

SECTION C: TERMS AND CONDITIONS GOVERNING THE USE OF CREDIT CARD FUNCTIONS & SERVICES

This "Section C: Terms and Conditions Governing the Use of Credit Card Functions and Services" applies only when the Card is switched from a charge card to a credit card as set forth in the following clauses.

30. You agree that we may switch your Card to provide you with the Credit functions and services with a 30-days prior notice to you.

31. The following additional terms and conditions will supersede Section B above and apply if you continue to use the Card's credit functions and services after our notice to switch your Card to provide the credit functions and services. For the avoidance of doubt, "Section A: General Terms and Conditions" governing your use of the Card will continue to apply.

32. CREDIT LIMIT

We will notify you of the credit limit that is applicable to your Card after switch ("Credit Limit"). We may approve Charges that result in your balance exceeding your credit limit. You may apply for a review of the Credit Limit at any time. We may reduce your Credit Limit at any time in our sole discretion with or without prior notice to you, depending on the particular circumstances. We may reduce your Credit Limit without notice based on a reasonable assessment of the credit risks of the Card Account, including but not limited to your payment record and information available to us from credit reference agencies or any material adverse change to your personal circumstances.

33. STATEMENT

We will send statements to the Basic Cardmember. The statement will include details of Charges (including ~~Express Cash and~~ Fees), Finance Charges, Statement Date, Previous Balance, Credits, Current Balance, Credit Limit, Credit Limit Available at Statement Date, Payment Due Date and Minimum Payment.

34. LATE PAYMENT CHARGES

If we do not receive payment of the Minimum Payment shown on the monthly statement by the Payment Due Date, then your account will be subject to Late Payment Charges. Any Late Payment Charge will be debited to the Card Account on the following statement date. Please refer to 38. FEES AND CHARGES SCHEDULE – CREDIT CARD for more details.

35. FEES AND FINANCE CHARGES

(1) We reserve the right to vary your Annualised Percentage Rate for Retail Purchase ~~and Cash Advance~~ upon reviewing your Account and repayment history from time to time. 38. FEES AND CHARGES SCHEDULE – CREDIT CARD shows the fees and Annual Finance Charge Rates applicable to your Card. We may change the fees and Finance Charge Rates by giving you up to 60 days' prior notice, in accordance with the applicable laws.

(2) The annual fee is payable in respect of the benefits and privileges (excluding any credit facility) offered to you in connection with your Card.

(3) Finance Charges are not payable on Charges, other than ~~Express Cash and~~ balance transfers, if you pay the outstanding balance in full by the Payment due date each month.

(4) If you do not make payment in accordance with sub-clause (3) above, Finance Charges will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full; and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.

(5) Finance Charges are calculated by multiplying:

(i) the daily balance of Charges (including new Charges) on which Finance Charges are payable; by

(ii) the daily percentage Finance Charge rate, to get the daily Finance Charge amount, and then adding up the daily Finance Charge amounts for the applicable statement period.

(6) Finance Charges are debited to your Credit Card Account on the last date of each statement period and are shown on your statement.

~~(7) Express Cash will be subject to a handling fee. In addition, Finance Charges at the prevailing Annual Finance Charge Rate for your Account will be charged on a daily basis on your Express Cash outstanding balance from the date of the advance until you repay it to your account in full.~~

Please refer to 38. FEES AND CHARGES SCHEDULE – CREDIT CARD for more details.

36. MINIMUM PAYMENT

You must pay the Minimum Payment shown in each monthly statement by the due date shown on that statement.

The Minimum Payment is calculated as the highest of the following three amounts:

(i) 1.5% of outstanding Principal plus 100% of Finance Charges, interest, fees (including annual membership fee) and all other applicable charges; or

(ii) 4% of your outstanding balance; or

(iii) HK\$300,

plus any overdue minimum payments and any amount exceeding your credit limit. You can also pay us anything up to your outstanding balance at any time.

37. PAYMENT

(1) You must pay us in the currency in which we bill you. When applying your Minimum Payments, you agree that we may apply it in whichever order we determine in our discretion. For payments in excess of your Minimum Payment, we apply it first to the balance with the highest Finance Charge, and then to balances with lower Finance Charges in descending order.

(2) Please send payments for your Credit Card Account separately from payments for any other American Express Card Account, otherwise we will have the discretion to apply payments to either account or between the accounts.

Note: As some payment methods may require more processing time, we encourage you to pay your bills early to avoid incurring late fee and interest charges. Different payment channels have different cut-off times and the cut-off time is at the discretion of each such payment channel. Please ensure that American Express receives your payment before payment due date to avoid incurring late fee and interest charges.

38. FEES AND CHARGES SCHEDULE – CREDIT CARD

Annual Fee (Basic Card + 2 Supplementary Cards)	HK\$7,800
<u>Monthly Finance Charge Rate¹</u> <u>Annualised Percentage Rate ("APR")¹ for</u> <u>Retail Purchase²</u>	<u>Retail Purchase 2.7% (minimum HK\$10)</u> <u>Express Cash 2.7% (minimum HK\$10)</u> <u>(together, the "Standard Rate")</u> <u>35.96%*</u> when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full; and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.
<u>Express Cash Handling Fee</u> <u>(Applicable to Express Cash enrollees only.)</u>	<u>3.5% of the amount withdrawn or HK\$100 (whichever is higher)</u>
Late Payment Charges	5% of the outstanding minimum payment due (The maximum Late Payment Charge is HK\$350 and the minimum Late Payment Charge is HK\$300. However, the Late Payment Charge will not exceed the minimum payment due.)
Dishonored Cheque / Autopay Fee (or Returned Payment Fee)	HK\$120 each time
Statement Retrieval Fee	HK\$50 per copy (Waived)
Record of Charge / Statement of Charge Retrieval Fee	HK\$50 per copy (Waived)
Card Replacement Fee	HK\$100 per Card (Waived)
Overlimit Fee ³	HK\$180 (Waived)
Foreign Currency Charges	2% of the converted Hong Kong Dollar amount

¹ The equivalent Annualized Percentage Rate ("APR") calculated in accordance with the Net Present Value method ("NPV Method") is 37.67%² for Retail Purchases and 39.87%² for Express Cash (also known as cash advance), and is for your ease of reference only.

¹ The APR is calculated based on set of assumptions and the actual APR may vary, and is for your ease of reference only. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate. The above rate is rounded off to the last 2 decimal places.

² We reserve the right to vary your Monthly Finance Charge Rate for Retail Purchase upon reviewing your Account and repayment history from time to time. We will give you prior notice of any change in the Monthly Finance Charge Rate for Retail Purchase relevant to your Account, as required by the applicable laws. If you do not agree to the change, you must notify us and cancel the Card before the effective date of the rate increase, or you can contact us and we will assist to offer corresponding arrangements.

* The equivalent Standard Rate for Retail Purchase is 0.0985% per day.

³ Please contact American Express if you wish to opt out of the overlimit facility. Please note that there may be some situations where an Overlimit Charge may still be imposed if you have opted out of the overlimit facility (e.g. transactions which do not require authorization from American Express, transactions which exceed the amount authorized by American Express due to foreign currency fluctuations).

Notes:

(i) There will be 3 tiers of Monthly Finance Charge Rates for your Account.

(ii) We will review your Account on a monthly basis for the preceding 12 months up to the current statement date, to determine the Monthly Finance Charge Rate applicable to your Account.

– If you have no more than one missed payment during the preceding 12 month period, the Standard Rate will continue to apply to your Account.

– If you have two missed payments during the preceding 12 month period, the Standard Rate will be increased by 2.94% per annum (approx. 0.25% per month). The equivalent APR will be 41.67%² for Retail Purchases and 43.92%² for Express Cash.

– If you have three or more missed payments during the preceding 12 month period, the Standard Rate will be increased by 4.44% per annum (0.37% per month). The equivalent APR will be 43.74%² for Retail Purchases and 46.03%² for Express Cash.

(iii) We will give you prior notice of any increase in the Monthly Finance Charge Rate applicable to your Account, as required by the applicable laws. If you do not agree to the increase, you must notify us and cancel the Card before the effective date of the rate increase.

(iv) If you have been on a rate higher than the Standard Rate for a 6 month period, at the end of that period you may qualify for a lower rate depending on what missed payments you have had during the preceding 12 month period and other review criteria. We will notify you accordingly of any such change.

(v)(i) Please make sure that you make your minimum monthly payments on time because your account payment history will be considered in determining whether the higher rates above apply to your account. You will be considered to have a missed payment if you did not pay the minimum monthly payment by the payment due date.

(vi)(i) American Express may from time to time vary the above fees and charges. Such variations will be notified to Cardmembers and become effective in accordance with the relevant terms and conditions.

(vii) We reserve the right to vary your Monthly Finance Charge Rate for Retail Purchase and Cash Advance upon reviewing your Account and repayment history from time to time. We will give you prior notice of any change in the Monthly Finance Charge Rate for Retail Purchase and Cash Advance relevant to your Account, as required by the applicable laws. If you do not agree to the change, you must notify us and cancel the Card before the effective date of the rate increase, or you can contact us and we will assist to offer corresponding arrangements.

² This APR has been calculated in accordance with the NPV Method, and is for your ease of reference only. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate. The above rates are rounded off to the last 2 decimal places.