

Standard Chartered ATM Card Terms and Conditions (Hong Kong)

These terms and conditions apply to and regulate the provision of Standard Chartered ATM Cards by Standard Chartered Bank (Hong Kong) Limited.

1. Definitions

(a) In these terms and conditions :

"Bank" means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.

"Bank Account" means, in relation to a Cardholder, any account maintained by the Bank in Hong Kong which the Cardholder is entitled to operate, in respect of which the Cardholder has requested to be able to give Transaction Instructions.

"Card" means a Standard Chartered ATM Card issued by the Bank at the request and in the name of the person named upon it for use in connection with debit card facilities provided by the Bank.

"Cardholder" means a person to whom a Card has been issued and whose name appears on it.

"Merchant" means any merchant authorised from time to time by agreement in writing with the Bank to accept a Card on presentation by a Cardholder as payment for goods or services (whether pursuant to the scheme known as the "MAESTRO" scheme, "UnionPay" scheme, or otherwise).

"PIN" means, in relation to a Cardholder, the personal identification number of that Cardholder required to gain access to systems via a terminal to give a Transaction Instruction.

"Standard Chartered ATM Card" means an automated teller machine card issued by the Bank.

"Transaction Instruction" means an instruction given by use of the Card.

(b) In these terms and conditions, unless the context requires otherwise:

- (i) the word "person" includes any individual, corporation, firm, company, partnership, association or other organization;
- (ii) the word "terminal" means any automated teller machine or point-of-sale terminal through which Transaction Instructions may be given;
- (iii) words denoting one gender shall include all other genders, and
- (iv) words denoting the singular shall include the plural and vice versa.

2. Use of Card and PIN

- (a) A Card is not transferable and may not be used other than by the Cardholder.
- (b) A Card remains the property of the Bank and upon cancellation must be surrendered on demand by the Bank.
- (c) Subject to condition 2(m), the Bank shall be entitled to give immediate effect to the following Transaction Instructions in Hong Kong:
 - (i) to effect a debit or credit to any Bank Account;
 - (ii) to debit the value of any goods or services in relation to which any Card has been used;

- (iii) to display the current balance on any Bank Account upon a terminal;
 - (iv) to post an account statement to the Cardholder;
 - (v) to send a cheque book relating to any Bank Account which is a current account to a Cardholder by post;
 - (vi) to effect transfers of funds to bank accounts in the names of third parties; and
 - (vii) such other Transaction Instructions given through use of the Card facilities from time to time made available by the Bank (whether in Hong Kong or elsewhere) to a Cardholder.
- (d) A Cardholder may not use a Card to obtain cash from a Merchant except where he has in respect of a purchase been overcharged or the Merchant in accordance with its usual and customary customer policies and practices for returned merchandise and adjustments gives the Cardholder a cash refund. In such cases, no adjustment will be made to any Bank Account of the Cardholder.
- (e) The Bank shall not be concerned with, or be liable to any Cardholder for any loss or damage directly or indirectly arising from:
- (i) any defect in or damage to any goods or services paid for by use of a Card, or any claim or complaint by a Cardholder against the supplier of such goods or services, or any other dispute between a Cardholder and any such supplier; for the avoidance of doubt, the Cardholder shall remain fully liable for any amount incurred in respect of the relevant goods or services; or
 - (ii) the refusal of any person or terminal to honour or accept a Card.
- (f) The Card may also be used:
- (i) outside Hong Kong (subject to the applicable law and exchange control regulations) to withdraw cash from automated teller machines operated by members of CIRRUS (which machines shall be identified by the initials or logo of "CIRRUS") or by member of "UnionPay" (which machines shall be identified by the logo of "UnionPay"); and
 - (ii) to purchase goods and services from Merchants equipped with point-of-sale terminals, identified by the initials or logo of "UnionPay" or "MAESTRO", up to a daily limit to be determined by the Bank from time to time. All such withdrawals and purchases made in a currency other than Hong Kong Dollars shall be debited to the Bank Account after conversion into Hong Kong Dollars at such rate of exchange as may be prescribed by the Bank from time to time. Where the terminal does not provide selection of Bank Account(s) for withdrawal, the Bank shall be entitled to debit the Cardholder's savings account and if that account has insufficient funds, the Cardholder's current account. If the Cardholder has more than one savings or current account, the Bank shall at its discretion be entitled to select any one of the savings or current accounts to be debited.



- (g) The Cardholder shall be under a duty to examine every Bank Account statement and notify the Bank at once of any errors or unauthorised debits. If the Cardholder does not so notify the Bank within the period stipulated in the statement for this purpose, the statement shall be accepted by the Cardholder as conclusive evidence of the particulars therein and the Cardholder agrees to be bound thereby and to waive all rights and remedies against the Bank, except for any unauthorised Transaction Instruction (i) arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable skill and care, or (ii) arising from forgery, fraud, default or negligence of the Bank's employee or agent, or default or negligence of the Bank.
- (h) A Cardholder must exercise all due care and attention to prevent the loss of and/or use of his Card or PIN by any third party. A Cardholder which is not an individual will be fully responsible for ensuring that its PIN is only known to a person or persons of due authority within such company, organization, partnership, society or association. Subject to this, a Cardholder must not disclose his PIN to anyone in any circumstances.
- (i)
 - (i) The Cardholder shall destroy the original copy of the PIN.
 - (ii) The Cardholder shall in no circumstances write down the PIN on the Card or on anything usually kept with or near the Card.
 - (iii) The PIN shall always be disguised if it is written down or recorded in any form.
- (j) If a Card is lost or stolen or if a PIN is disclosed to any unauthorized person, the Cardholder must as soon as reasonably practicable notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed to the Bank in writing immediately.
- (k) It is the responsibility of a Cardholder to notify any beneficiary of a transfer of funds in his or her favour. The Bank will not give advice to such beneficiary and accepts no liability for not doing so.
- (l) A Card may contain an expiry date after which such Card can no longer be used to effect any Transaction Instruction.
- (m)
 - (i) Subject to (ii) below, to the extent that any withdrawal causes a Bank Account to become overdrawn or further overdrawn, the Cardholder will be liable to repay the debit balance in accordance with the terms governing that Bank Account.
 - ii) This Agreement does not entitle the Cardholder to credit. Accordingly the Card does not entitle the Cardholder to overdraw any Bank Account. Overdraft facilities require separate arrangements.

3. Bank Accounts

- (a) Except to the extent that these terms and conditions require otherwise, they shall not affect any other terms and conditions, express or implied, governing any Bank Account.
- (b) No Bank Account may be overdrawn by the giving of a Transaction Instruction without the prior written agreement of the Bank.
- (c) Cash, cheques or other instruments deposited in any automated teller machine for credit to a Bank Account shall be subject to verification by the Bank and may not be credited to the designated Bank Account on the date of deposit. In the event of any discrepancies, the Bank's own determination of the amount(s) credited shall, in the absence of manifest error, be conclusive.
- (d) Cheques or other instruments deposited in an automated teller machine for credit to a Bank Account will be collected by the Bank and the proceeds will not be available until the relevant funds have been received for value by the Bank.

4. Cancellation of Cards

- (a) The Cardholder may at any time cancel his Card by returning it to the Bank.
- (b) The Bank may at any time cancel a Card without assigning any reason and without incurring any liability to the Cardholder.

5. Replacement of Cards

If a Cardholder loses or damages his Card, or requires substitute or additional account numbers to be encoded or linked to his Card, the Bank may, at its discretion, issue a replacement Card with the numbers of such Bank Accounts encoded upon it or linked to it as the Cardholder may require.

6. Fees

In respect of each Cardholder the Bank shall be entitled to charge and debit to any Bank Account such fees as it may from time to time notify to Cardholders, including but without limitation, a service fee of an amount to be prescribed by the Bank from time to time for the use of the Card at any terminal outside Hong Kong.

7. Liability of Cardholders

- (a) Subject to condition 7(c), the Cardholder shall be fully liable in respect of each Transaction Instruction given by the use of his Card including but not limited to any Transaction Instruction given prior to receipt by the Bank of notification of loss, theft or disclosure pursuant to condition 2(j).
- (b) Transaction Instructions must be given in such a way that any confidential information which is displayed by a terminal is not disclosed to any third party. The Bank shall not be liable in any way for any disclosure to any third party arising out of a Transaction Instruction.
- (c) Provided that the Cardholder has not acted fraudulently or with gross negligence, the Cardholder shall not be liable for losses incurred:
 - (iv) where a Transaction Instruction effected by the Bank was given by use of a Card before the Cardholder received the Card, or given through the use of a counterfeit card; or
 - (v) directly as a result of a fault in any terminal which was not obvious or was not advised by a message or notice on display or otherwise drawn to the Cardholder's attention.

The Bank's liability for such losses shall in any event not exceed the amount incurred on the Bank Account as a result together with interest thereon.

- (d) Without prejudice to the generality of condition 7(a), the Cardholder shall be liable for all losses arising from unauthorised transaction Instructions if the Cardholder has acted fraudulently or with gross negligence or if the Cardholder is in default of the notification requirements of condition 2(j) or has failed to follow the safeguards or comply with the obligations described in condition 2(h) and 2(i) or other recommendations of the Bank from time to time regarding the safety and secrecy of the Card and the PIN.



- (e) If the Cardholder is a partnership, the obligations of the partners shall be joint and several and these terms and conditions shall continue to bind the partnership notwithstanding any change in the constitution, name or membership of the partnership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect its obligations under these terms and conditions.

8. Notice

Any notice from the Bank to any Cardholder and any Bank Account statement may be sent by prepaid post to the address of the Cardholder last known to the Bank and shall be deemed to have been received by the Cardholder two days after the date of posting if posted to an address in Hong Kong and seven days after the date of posting if posted to an address elsewhere.

9. Amendment

- (a) These terms and conditions may be amended by the Bank at any time and from time to time by notice and such amendment shall be deemed to be effective and binding on the Cardholder unless notice of termination of the Card together with the Card having been cut in two is received by the Bank before the effective date of such amendment.
- (b) Where the Cardholder requests termination of the Card pursuant to (a) above before the expiry of the year in respect of which the annual fee has been paid, the annual fee shall be refunded to the Cardholder on a pro rata basis unless the Bank considers such refund to be of a minimal amount.

10. Expenses of Enforcement

The Cardholder shall be liable to indemnify the Bank in respect of, and reimburse the Bank on demand all costs and expenses (including without limitation legal costs and expenses on an indemnity basis) which are of reasonable amount and were reasonably incurred (whether directly or indirectly) by the Bank in demanding, collecting or attempting to collect, or suing to recover, any sum payable to the Bank by the Cardholder under these terms and conditions, or in seeking any remedy for any breach of these terms and conditions, or otherwise in enforcing or attempting to enforce these terms and conditions.

11. Law and Language

These terms and conditions shall be construed and the provision of Card facilities shall be regulated in accordance with the laws of the Hong Kong Special Administrative Region. If there is any difference between the English language text of these terms and conditions and the Chinese language text, for all purposes the English language text shall be conclusive.