

中國工商銀行(亞洲)有限公司(「銀行」或「工銀亞洲」)預付卡持卡人合約(「合約」)
Cardholder Agreement for the Industrial and Commercial Bank of China (Asia) Limited
(the “Bank” or “ICBC (Asia)”) Prepaid Card (“Agreement”)

工銀亞洲「預付卡」是根據銀行下列條款及細則發出，使用「預付卡」將受本合約規管。閣下使用「預付卡」即表示已接納本合約的所有條款及細則。

1. 定義

在合約中，除非文義另有所指，否則下列詞彙具以下涵義。

- 1.1 「賬戶」是指銀行為發出的預付卡而開設及建立的各別賬戶，並以印在預付卡卡面上的賬戶號碼為識別。
- 1.2 「銀行」是指中國工商銀行(亞洲)有限公司(「工銀亞洲」)，其繼任人及受讓人。
- 1.3 「預付卡」是指由工銀亞洲發出設有預付金額的「預付卡」。
- 1.4 「持卡人」是指任何購買、使用或將會使用預付卡支付於任何交易的人士。
- 1.5 「到期日」是指列印於「預付卡」卡面的到期日。
- 1.6 「交易」是指以預付卡購買商品或服務之交易。

所有標題只為易於參考而設，並不影響詮釋。表示單數的詞語包括眾數，而反之亦然。表示一種性別的詞語應包括每個性別。

2. 預付卡

- 2.1 預付卡為一張銀行發出已預先付款儲值的銀行卡。預付卡並不同於信用卡。預付卡一經持卡人簽署便不可再被轉讓。
- 2.2 預付卡之預付值最少為港幣100元，最高為港幣7,500元，或銀行不時決定，並列印於相關宣傳單張上之金額。
- 2.3 當預付卡發出後，銀行將不接受任何其他金額存入預付卡內。
- 2.4 預付卡的預付值沒有通過電子裝置、磁性帶、光學或以任何形式儲存於預付卡內。有關之預付值將儲於賬戶內。賬戶內的預付值於任何情況下都不會被視為存在銀行之存款。
- 2.5 預付卡的交易金額將在賬戶內扣除，當賬戶內的預付值被全部扣除後，預付卡便不能再使用。

3. 收費、手續費及兌換率

- 3.1 持卡人在購買預付卡時，銀行將收取不可退回的手續費，該手續費金額將不時修訂，並於銀行的服務收費表上列明。
- 3.2 所有以非港幣的外幣交易金額將按Visa、萬事達或銀聯(如適用)在折算日之外幣兌換率折算成港幣誌賬。
- 3.3 對所有以非港幣的外幣交易，銀行將以交易金額的百分比收取手續費，並連同Visa、萬事達或銀聯(如適用)不時向銀行收取的交易費從賬戶內扣除，該手續費金額將不時修訂，並於銀行的服務收費表上列明。

4. 預付卡的使用

- 4.1 持卡人必須年滿18歲或以上。
- 4.2 持卡人必須在預付卡背後簽署，方可使用。
- 4.3 預付卡一經持卡人簽署，預付卡便不可再被轉讓。持卡人不得批准任何其他人士使用其預付卡。
- 4.4 預付卡只適用於張貼在預付卡卡面上之Visa、萬事達或銀聯標誌，並接受Visa、萬事達或銀聯卡作為支付交易工具的商戶。對於個別商戶拒絕接受預付卡，銀行不會承擔任何責任。
- 4.5 每當銀行認為持卡人的預付卡交易有可能出現授權金額以外之超額金額，銀行有權在賬戶內預先記入相等於授權金額的一個百分比之金額，當銀行隨後得悉超額實際金額後，會以預扣金額支付超額金額，若有餘款，將退還賬戶內。
- 4.6 預付卡並不可從自動提款機及櫃檯提取現金，也不可用作郵購、電話購物或網上購物。亦不可在飛機或郵輪上使用。

ICBC (Asia) Prepaid Card is issued by the Bank on the following terms and conditions. The use of Prepaid Card will be governed by this Agreement. Your use of the Prepaid Card will be deemed to have accepted all of the terms and conditions set out in this Agreement.

1. Definitions

In this Agreement, the following words shall have the following meanings, unless the context otherwise requires.

- 1.1 'Account' means the individual account opened and maintained by the Bank's system for the Prepaid Card issued and is identified by the card number printed on the face of the Prepaid Card.
- 1.2 'Bank' means Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)"), its successors and assigns;
- 1.3 'Prepaid Card' means the Prepaid Card issued by ICBC (Asia) with a value prepaid into the Account of the card.
- 1.4 'Cardholder' means any person who has purchased the Prepaid Card or who pays or will pay for any Transactions with the Prepaid Card.
- 1.5 'Expiry Date' is the expiry date printed on the face of the Prepaid Card.
- 1.6 'Transaction' means the purchases of goods or services effected by the use of the Prepaid Card.

Headings are for ease of reference only and do not affect interpretation. Words denoting the singular includes the plural, and vice versa. Words denoting one gender shall include all genders.

2. The Prepaid Card

- 2.1 The Prepaid Card is a prepaid stored value card issued by the Bank. The Prepaid Card is not a credit card. It is not transferable after the card is signed.
- 2.2 The minimum and maximum amounts of the prepaid value are HK\$100 and HK\$7,500 respectively, or in such amount which the Bank may from time to time decide and specified in the relevant promotional materials.
- 2.3 After the Prepaid Card's issuance, no further dollar value can be credited into the Prepaid Card.
- 2.4 The prepaid value is not stored in any way, electronically, magnetically, optically or otherwise, on the Prepaid Card. It will be kept in the Account. The prepaid value in the Account shall not be regarded as a payment of deposit to the Bank.
- 2.5 The Transactions amount paid by the Prepaid Card will be debited to the Account. Once the balance of the prepaid value of the Account reduced to zero, the Prepaid Card will have no value and cannot be reused.

3. Fee, Charges & Exchange Rate

- 3.1 The Bank will charge a non-refundable handling fee which may be varied from time to time and set out in the Bank's "Fee Schedule" upon issuance of the Prepaid Card.
- 3.2 Transactions effected in foreign currency other than Hong Kong dollars will be converted into Hong Kong dollars at an exchange rate determined by reference to the exchange rate adopted by Visa, MasterCard or UnionPay as applicable on the date of conversion.
- 3.3 For Transactions effected in foreign currency other than Hong Kong dollars, a Transaction fee at a percentage which may be varied from time to time and set out in the Bank's "Fee Schedule", together with any other Transaction fee levied by Visa, MasterCard and UnionPay as applicable will be debited to the Account.

4. Use of the Prepaid Card

- 4.1 The Cardholder of the Prepaid Card must reach the age of 18 or above.
- 4.2 The Prepaid Card must be signed by the Cardholder at the back before use.
- 4.3 Once the Prepaid Card is signed by the Cardholder at the back of the card, it is no longer transferable. The Cardholder shall not permit the Prepaid Card to be used by any other person.
- 4.4 The Prepaid Card can only be used for Transactions with merchants displaying the Visa, MasterCard or UnionPay logo appearing on the face of the Prepaid Card and accepting Visa, MasterCard or UnionPay card as a means of payment. The Bank will not accept any responsibility if individual merchant accept the Prepaid Card.

- 4.7 預付卡不可使用於非觸式的交易。
- 4.8 任何與交易有關之爭議，持卡人需與商戶直接處理。銀行不會負責處理任何與交易有關之爭議。
- 4.9 預付卡不可用在非法的用途上，包括非法賭博。倘銀行有理由相信預付卡交易指示乃涉及任何非法交易，銀行有權按其全權或絕對酌情權就該等交易指示拒絕作出行動或使其生效。
- 4.10 當賬戶內之預付值餘額不足以結清交易之總額時，銀行可拒絕支付是項預付卡交易。
- 4.11 預付卡的使用是以簽名進行，無須輸入密碼，但假如商戶要求輸入密碼，客戶不可提出投訴。

5. 到期日屆滿

- 5.1 當預付卡的到期日屆滿，預付卡便不能使用。

6. 結單

- 6.1 銀行不會為預付卡發出結單，客戶可致電銀行客戶服務熱線218 95588查詢賬戶餘額或交易詳情。

7. 遺失預付卡

- 7.1 預付卡具不能記名特性，性質等同現金。預付卡之持有人將被視為物主。在任何遺失、被竊或被自動櫃員機沒收的情況下，銀行均不會補發預付卡，或向任何人士退回任何賬戶內之餘額。

8. 補發新卡(操作失靈引致)

- 8.1 如預付卡並非因為持卡人的過失而出現操作失靈，銀行可酌情在持卡人交回失靈預付卡的情況下，補發一張與失靈預付卡有相等賬戶餘額及同等餘下期限的預付卡。銀行並可為補發新卡而收取手續費，而金額是按銀行不時公佈及列印於預付卡宣傳品上的手續費收取。

9. 修訂條款

- 9.1 銀行保留權利及可酌情隨時修訂預付卡之條款。

10. 免責條款

- 10.1 銀行不會為任何性質或於任何情況下與預付卡有關產生之損失或損害負責，惟因銀行之疏忽或故意失責的除外。

11. 法律及語言

- 11.1 本合約應依香港特別行政區(「香港」)法律詮釋及管轄。並受香港法院的非專屬司法管轄權所管轄。
- 11.2 如任何此等條款及條件在任何時候在任何方面為或變為不合法，無效或不可強制執行，本合約的其餘條款及條件的合法性，有效性及可強制執行性不得受到影響。
- 11.3 本合約的運作不得導致豁免或導致香港法律禁止所豁免或限制的任何責任。
- 11.4 本條例及細則中、英文本如有歧異，以英文本為準。

- 4.5 Whenever the Bank considers that the Cardholder may pay in excess of the authorized amount, the Bank is entitled to withhold in the Account an additional sum equal to a percentage of the authorized amount. The Bank shall, after being notified of the excess afterwards, apply the withheld sum to settle the excess amount. Any unutilized balance of the withheld amount will be released back to the Account.

- 4.6 The Prepaid Card cannot be used to withdraw cash from ATM or teller counter. It cannot be used for Transactions effected through mail, phone or internet. Neither can it be used in airplane or cruise line.
- 4.7 The Prepaid Card cannot be used in any contactless Transactions.

- 4.8 Any dispute on the Transaction should be handled by Cardholder and the merchant directly. The Bank will neither refund for any unauthorized Transaction nor entertain any chargeback request on the Transaction posted to the Prepaid Card.
- 4.9 The Prepaid Card cannot be used for any illegal purposes including illegal gambling. The Bank is entitled, in its sole and absolute discretion, to refuse to act on or give effect to any Transaction instruction if the Bank has reason to believe that such instruction is given in connection with any illegal transaction.

- 4.10 If the balance of the Account is insufficient to settle the Transaction amount, the Bank may decline to authorize such Transaction.
- 4.11 Although the Prepaid Card is signature-based without the need to input PIN, Cardholder has no complaint rights against merchants' PIN input requirement.

5. Expiry

- 5.1 Once the Expiry Date is passed, the Prepaid Card can no longer be used.

6. Statement

- 6.1 No statement will be issued for the Prepaid Card. Transaction details and balance of the Prepaid Card can be enquired by calling the Bank's customer service hotline 218 95588.

7. Loss of Card

- 7.1 The Prepaid Card is anonymous and is similar to cash. Possession of the Prepaid Card is a sufficient proof of ownership. If the Prepaid Card is lost, stolen or captured in an ATM, the Bank will not issue a replacement card or refund any of the prepaid value.

8. Replacement due to Mal-functioning

- 8.1 If the Prepaid Card is mal-functioned due to reasons other than the fault of the Cardholder, the Bank may, at its discretion, issue a replacement card with the remaining balance in and remaining expiry period of the mal-functioning Prepaid Card upon return of the Prepaid Card to the Bank. The Bank reserves the right to charge a fee or an amount that the Bank may announce and publish from time to time.

9. Amendment

- 9.1 The Bank reserves the right and may at its discretion change any of the terms and conditions of the Prepaid Card from time to time.

10. Exclusion of Liability

- 10.1 The Bank shall not be liable for any loss of damage whatsoever or howsoever arising relating to the Prepaid Card except where it is caused by the negligence or wilful default of the Bank.

11. Law and Language

- 11.1 The Agreement shall be construed and governed by the laws of Hong Kong Special Administrative Region ("Hong Kong") and subject to the non-exclusive jurisdiction of the Hong Kong courts.
- 11.2 If, at any time, any of these terms and conditions are or become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected.
- 11.3 Nothing in this Agreement shall operate so as to exclude or restrict any liability of any party to this Agreement, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong.
- 11.4 If there is any inconsistency or conflict between English and Chinese versions of terms and conditions, the English version will prevail.