



**HONG KONG SECURITIES AND INVESTMENT INSTITUTE  
AMERICAN EXPRESS® GOLD CREDIT CARD**

SPID: H8A      LOGO: ØØ1      PCT: VFP  
SC: AND221AN46      MM: BØØDSP43      DEL: NORA

The minimum annual income for applicant is HK\$150,000. Please complete the application in English and block letters and submit the FULL set of application.

**1. HKSİ MEMBERSHIP INFORMATION**

HKSI Membership No.

Please "√" your membership status.

Honorary Fellow       Senior Fellow       Fellow  
 Member       Associate Member       Student Member

**2. MEMBERSHIP REWARDS ENROLLMENT<sup>1</sup>**

You will be automatically enrolled into the American Express Membership Rewards™ **Turbo** Program, and the annual fee of HK\$240 for your enrollment in the **Turbo** will be waived as long as you hold a valid Hong Kong Securities and Investment Institute American Express Gold Credit Card which remains in good standing and is not cancelled for any reason.

<sup>1</sup>Please refer to the enclosed Membership Rewards Enrollment Program Terms and Conditions.

**3. YOUR PERSONAL PARTICULARS**

Applicant must be a Hong Kong or Macau Resident/Citizen aged 18 or above.  
*Name should be same as the one on your HKID Card.*       Mr  Ms  Miss

Surname  First Name

Please show my name on the Card as below (maximum 20 characters)

Are you a Hong Kong permanent resident?  No      Nationality

HKID  Passport      HKID/Passport Number<sup>2</sup>

Date of Birth      DD      MM      YYYY

Education\*  Secondary (S)     Tertiary (T)     University or above (U)

Home Address  
Flat/Rm  Floor  Block

Building

Road/ Street

District/ Area  City HK  MACAU

Years There      YY      MM

Rent (R)       Live with Parents/ Relatives (P)     Company Quarters (C)  
 Own Property (O)     Mortgage (M)    *Please provide permanent address proof if the permanent address is different from the above residential address.*

Mobile No.  Home Tel.\*

Correspondence Language Preference     Chinese (CH)     English (EN)  
Correspondence Address       Home (H)       Office (B)

Email Address

<sup>2</sup> For Hong Kong permanent ID cardholder, please provide HKID no. and copy of HKID. Otherwise, please provide passport no. and copy of both HKID and Passport.

**4. AMERICAN EXPRESS CARDMEMBER EXPERIENCE<sup>3</sup>**

Former       Present<sup>3</sup>       None

Account No.  -  -

<sup>3</sup> I understand that if my existing American Express Credit Card is in the same rewards currency (for example Membership Rewards points or Asia Miles) as the American Express Credit Card product that I am applying for now, my existing American Express Credit Card will be cancelled upon approval of this application, and any outstanding balance on the existing Credit Card will be automatically transferred to this new Credit Card as indicated on the application form.

**5. YOUR JOB**

Company Name

Office Address  
Flat/Rm  Floor  Block

Building

Road/ Street

District/ Area  City HK  MACAU

Years There      YY      MM

Office Phone No.        Self Employed

Position  Nature of Business

Personal Annual Income (HK\$)

If you have other income, please indicate one and specify amount (HK\$)

Property (PRP)     Cash deposit/ Saving (CDS)     Investment (INV)  
 Annual Business Net Profit (ABN)       Spouse Income (SPI)

**6. SUPPLEMENTARY CARD APPLICATION 1<sup>4</sup>**

Supplementary Cardmembers must be a Hong Kong or Macau Resident/Citizen aged 16 or above.  
*Name should be same as the one on your HKID Card.*       Mr  Ms  Miss

Surname  First Name

Please show my name on the Card as below (maximum 20 characters)

Is the applicant a Hong Kong permanent resident?  No      Nationality

HKID  Passport      HKID/Passport Number<sup>2</sup>

Date of Birth      DD      MM      YYYY

Contact No.  Relationship

**SUPPLEMENTARY CARD APPLICATION 2<sup>4</sup>**

Supplementary Cardmembers must be a Hong Kong or Macau Resident/Citizen aged 16 or above.  
*Name should be same as the one on your HKID Card.*       Mr  Ms  Miss

Surname  First Name

Please show my name on the Card as below (maximum 20 characters)

Is the applicant a Hong Kong permanent resident?  No      Nationality

HKID  Passport      HKID/Passport Number<sup>2</sup>

Date of Birth      DD      MM      YYYY

Contact No.  Relationship

**7. YOUR SIGNATURE**

By signing below, I/we acknowledge that I/we have read and agree to the Declaration, the Important Information about The Card and other Terms and Conditions enclosed with this application form.

**Signature of Basic Card Applicant**

     Date

**Signature of Supplementary Card Applicant 1**

     Date

**Signature of Supplementary Card Applicant 2**

     Date

\*The field is optional.

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#### DOCUMENTS REQUIRED

To expedite processing of your application, please attach and indicate in the boxes below copies of document enclosed.<sup>5</sup>

- HKID Card or Passport (the page with photograph) for both Basic & Supplementary Card applicants<sup>6</sup>
- Income Proof – Tax demand note (issued by Inland Revenue Department) or income proof for the last 3 months (Salary autopay record / payslip) or
- Employment letter (issued by current employer). If you are **self-employed**, latest Personal Tax demand note (issued by Inland Revenue Department) / latest Business Profit Tax demand note (issued by Inland Revenue Department)
- Residential address proof and permanent address proof (if any) within the latest 3 months, e.g. electricity bill or bank statement

<sup>4</sup> Please enclose residential address proof if supplementary card applicant's residential address is different from that of basic cardmember. Please also provide permanent address proof if it is different from the residential address. New card will be mailed to the basic cardmember's correspondence address.

<sup>5</sup> All copies of documents will not be returned. We may request for further documentary support as we deem necessary in order to process your application.

<sup>6</sup> Basic Card applicant shall sign on the copy as signature proof. For Hong Kong permanent ID cardholder, please provide copy of HKID Card. Otherwise, please provide copy of both HKID Card and Passport. HKID copy: Please enlarge to 150% and choose a lighter colour mode.

**Important: The Basic and Supplementary Card Applicants must read this information and sign overleaf**

#### USE OF PERSONAL DATA IN DIRECT MARKETING

(To receive exclusive offers from Amex, simply leave the check box below blank.)

Amex may not use your personal data for direct marketing without your written consent. Check this box if you **do not** want Amex to use your personal data for direct marketing as described below.

(1) Amex wants to use your **Relevant Data** (i.e. your name, telephone number, email address, mail address, financial background, demographic data, products and services portfolio information and transaction pattern and behaviour) to market :

- (a) credit/charge card, insurance and travel related products and services;
- (b) **loyalty programmes** (i.e. reward, referral, loyalty or privilege programmes and related products and services); and
- (c) Cardmember benefits, promotional offers\* and products and services offered by **Amex Group companies** like Amex, American Express Company and their affiliates and **Amex Partners** like Amex merchants, business partners (including insurance companies and loyalty programme providers), co-brand partners and affinity groups.

(2) Amex also wishes to provide some of your Relevant Data to other Amex Group companies and Amex Partners for them to market their products and services of the types mentioned above. Amex may receive payment or other benefits for providing your Relevant Data to them. Amex Group companies and Amex Partners may also engage third parties to provide marketing services, and may share your Relevant Data with them

If you check the box, Amex will **not** use your personal data for marketing of **the Amex product that you're applying for**. **However, opting out does not override any previous instructions you gave.**

**To opt out of ALL Amex marketing, you can call Amex at 2277 1010 or, if you're an existing Amex Cardmember, log on to American Express Manage-Your-Card-Account (MYCA) at [www.americanexpress.com.hk](http://www.americanexpress.com.hk) to manage your marketing preferences.**

\*By "Cardmember benefits" and "promotional offers", we mean products, services, loyalty programmes and other benefits offered by Amex Group companies and Amex Partners to market the Amex Card and Amex Group companies and/or Amex Partners' businesses. They may include discount offers at hotels, airlines, restaurants and retail and online outlets.

**OPT-OUT REQUEST: OVERLIMIT FACILITY** \*Overlimit Facility is **NOT** applicable to student applicants

By checking this box, I wish to opt out from the Overlimit Facility.

**Note:** If you do not opt out from the Overlimit Facility\*, with reference to your record, we may allow the credit limit of your Credit Card to exceed the prescribed credit limit to facilitate your Credit Card transactions. However, charge will be debited to your Credit Card account on the cycle cut date if your outstanding balance exceeds your credit limit. Please refer to the Cardmember Agreement and Fees and Charges Schedule for full details: [www.americanexpress.com/hk/en/cardmember-agreement-and-fees-and-charges.html](http://www.americanexpress.com/hk/en/cardmember-agreement-and-fees-and-charges.html).

\*Please note that only Cardmembers who have provided a valid mobile number or email address will be eligible for the Overlimit Facility.

**IMPORTANT INFORMATION ABOUT THE CARD**

We would like to highlight some key terms and conditions you will be accepting when you keep or use the Hong Kong Securities and Investment Institute American Express Gold Credit Card("Card") upon approval of your application.

1. Only members of Hong Kong Securities and Investment Institute ("HKSI") are eligible to apply for the Card.
2. You must sign the Card as soon as you receive it if you wish to keep and use it.
3. If you are the Basic Cardmember, you shall be liable for all charges incurred on any Card issued to you or any Supplementary Cardmember. If you are a Supplementary Cardmember, you shall be liable for all charges on any Supplementary Card issued to you.
4. We will send you periodic statements showing your outstanding balance and the minimum amount you need to pay and by when. If you do not tell us about problems with the statement within 60 days, then we will treat the statement as correct.
5. If we do not receive payment of the minimum payment due shown on the monthly statement by the Payment Due Date, the unpaid Minimum Amount Due will be subject to Late Payment charge of **5%** of the Outstanding Minimum Payment Due. (The maximum Late Payment Charge is **HK\$350** and the minimum Late Payment Charge is **HK\$220**. However, the Late Payment Charge will not exceed the minimum payment due). The Late Payment Charge will be debited to Card Account on the following Statement Date.
6. If your Card is lost or stolen we ask that you tell us immediately and, unless you have acted fraudulently or negligently, your maximum liability for unauthorized charges is **HK\$250**.
7. The Credit Limit of approved Card Accounts granted to student applicants will not exceed HK\$10,000. You need to provide additional information/documentation if you would like to increase the credit limit and we reserve the right of final decision on a proposed increase. Also, Overlimit Facility is **not applicable** to student applicants.
8. If you breach any Cardmember Agreement, we may revise the Credit Limit available to you, or require you to pay the entire outstanding balance and/or suspend or cancel your Card account.
9. If your Card Account is cancelled by us or by you the entire outstanding balance on your Account becomes payable immediately.
10. You will be liable to pay any reasonable costs or legal fees that we incur in using third party collection agencies to recover overdue amounts on your Account.
11. We may change the Cardmember Agreement from time to time. We will assume you agree to the changes if you keep or use the Card after we have notify you of any changes. If you do not agree, you can cancel your Account but you must pay any amount owing on your Account.
12. For the full Cardmember Agreement, please refer to our website at [www.americanexpress.com.hk](http://www.americanexpress.com.hk).

**MEMBERSHIP REWARDS PROGRAM ENROLLMENT**

You will be automatically enrolled into the American Express Membership Rewards **Turbo** Program, and the annual fee of **HK\$240** for your enrollment in the **Turbo** will be waived as long as you hold a valid Hong Kong Securities and Investment Institute American Express Gold Credit Card which remains in good standing and is not cancelled for any reason.

1. A spending cap applies to the Membership Rewards **Turbo** Program. As a Membership Rewards **Turbo** program enrollee, you can enjoy 2 Membership Rewards points for every HK\$1 spent for the first HK\$160,000 during every program year. From HK\$160,001 and onwards, each HK\$1 will entitle you to 1 point. **Turbo** program has a cap of 320,000 points given in each program year. Point accrual is subject to the American Express Membership Rewards Terms and Conditions.
2. For further details and terms and conditions (including Air miles conversion) about the Membership Rewards Program, please visit [www.americanexpress.com.hk/rewards](http://www.americanexpress.com.hk/rewards).

**PLEASE NOTE**

1. The annual fee for the Hong Kong Securities and Investment Institute American Express Gold Credit Card(Basic Card) is **HK\$600** and each Supplementary Card is **HK\$300**. (Perpetual Annual Fee Waiver for Hong Kong Securities and Investment Institute American Express Gold Credit Card)
2. The monthly interest rate for retail purchases is **2.7%** (APR of **37.67%**) and **2.7%** for cash advance (APR of **39.87%**). (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.)
3. American Express International, Inc reserves the right to change the offer Terms and Conditions and terminate this program without prior note.
4. Should any dispute arise, the decision of American Express International, Inc. shall be final.
5. In case of inconsistency between English and Chinese versions, the English version should be final.

**DECLARATION**

"Amex" means American Express International Inc., its affiliates and representatives worldwide.

I/We understand that the information I/we provide is necessary for Amex to decide whether to approve my/our application and that Amex may refuse or decline this application at its discretion without disclosing any reasons. Failure to provide information may prevent processing of this application.

I/We understand that if I/we give any incorrect or false information, I/we may commit criminal offences under the laws of Hong Kong related to deception and providing false information.

I/We acknowledge and agree that any information provided by me/us in this application, at Amex's request, or otherwise collected during the operation of my/our account(s) with Amex may be disclosed to, or used and retained by:

- (i) Amex and any service provider engaged by Amex in the normal course of its business, for operational or other servicing requirements, subject to obligations of confidentiality and data security; and
- (ii) any debt collection agencies, financial institutions, credit reference agencies ("CRAs") or similar service providers, for the purposes of performing credit and other status assessments on my/our account, verifying information or enabling them to provide such information to other financial institutions: (a) in order that such other institutions may carry out credit and other status checks (whether in relation to the provision of credit or other services by Amex or by such institutions); and (b) to assist them to collect debts.

I/We also authorize Amex to consolidate information provided by me/us in this application with any other information I/we may provide to Amex from time to time, to carry out the above obligatory data use purposes on any of my/our accounts with Amex. This may include combining information provided for my/our various accounts with Amex, to create a single cardmember profile.

I/We understand that Amex would like to use information about me/us and my/our account(s) for marketing purposes in respect of (1) credit/charge card, insurance and travel related products and services, (2) reward, referral, loyalty or privilege programmes and related products and services, and (3) Cardmember benefits, promotional offers<sup>^</sup> and products and services offered by Amex, American Express Company and its subsidiaries and affiliates ("collectively, "Amex Group") and Amex's merchants, business partners (including third party insurance companies and reward, loyalty, privilege programmes providers), co-brand partners and affinity groups (such merchants, business partners, co-brand partners and affinity groups, collectively, "Amex Partners"), and may also disclose such information to Amex Group companies and Amex Partners for marketing of the said products, services and subjects. I/We understand that Amex, Amex Group companies and Amex Partners may from time to time, engage third parties to provide marketing services on their behalf.

It is not obligatory for me/us to allow my/our information to be used for these purposes, and I/we have been given the right to opt-out from receiving marketing promotions about the product/service of Amex that I am/we are applying for in this application, including products and services of Amex Group companies and Amex Partners that are directed solely to holders of the Amex product/service that I am/we are applying for in this application. I/We can also opt-out of all Amex marketing by writing to Amex's Data Protection Officer\* or calling Amex or online on the American Express Manage-Your-Card-Account (MYCA) webpage<sup>†</sup>.

If I/we have agreed above that my/our information may be used for marketing purposes, I/we also agree that Amex, Amex Group companies and Amex Partners may carry out "matching procedures" (as such expression is defined in the Personal Data (Privacy) Ordinance) in Hong Kong or overseas in respect of all or any of such purposes.

I/We authorize Amex to compare information provided by me/us with other information collected about me/us for checking purposes or to produce more data. Amex may use the results of such comparisons for the purposes of taking any action including actions which may be adverse to my/our interests, for example, denying authorization for use of the Card or cancelling the Card.

I/We authorize Amex to contact any persons and/or CRAs (including without limitation my employer) from time to time as Amex considers necessary or appropriate and to provide, obtain or verify such information about me/us or my/our financial condition as Amex may deem necessary or desirable for the purposes of opening, operating or managing my/our account(s) with Amex.

I/We understand that I/we have the right, upon request, to be informed of the data disclosed and to obtain details necessary to access/correct those data. I/We may contact Amex's Data Protection Officer to have access to and request correction of my/our personal data held by Amex. In accordance with the terms of the Personal Data (Privacy) Ordinance, Amex has the right to charge a reasonable fee for the processing of any data access or correction request.

I/We acknowledge that we have received a copy of Amex's Cardmember Agreement and have read its Notice to Customers relating to the Personal Data (Privacy) Ordinance available at [www.americanexpress.com.hk](http://www.americanexpress.com.hk). The terms and conditions therein, together with this application, will govern my/our use of the Card(s) and Amex's use of my/our personal information.

I/We agree that Amex may check consumer credit data about me/us or my/our guarantor(s) held by TransUnion Limited<sup>#</sup> or any other credit reference agency as applicable for the purpose of considering whether to grant me/us credit and/or reviews or renewals of existing credit facilities to me/us. The matters Amex will be considering if accessing these consumer credit data for the purpose of reviews include an increase in the credit amount, cancellation of credit or a decrease in the amount of credit available or putting in place a scheme of arrangement with me/us and/or my/our guarantor(s). I/We also agree that Amex may access such consumer credit data about me/us and/or my/our guarantor(s) for the purpose of reasonable monitoring of my/our indebtedness whilst I/we and/or my/our guarantor(s) are in default.

I/We may request Amex's Data Protection Officer to let me/us know what data have been disclosed to any CRAs and/or debt collection agencies and provide me/us with further information to enable me/us to make an access and/or correction request if necessary.

If any of my/our accounts is overdue 60 days from the date the default occurs and I/we do not make full repayment by then, my/our account data supplied by Amex to the CRA will be retained by the CRA for a period of up to 5 years after full repayment. Upon termination of my/our account by full repayment and on condition that the account has not been overdue for more than 60 days within 5 years immediately before account termination, I/we understand that I/we may instruct Amex to request the CRA to delete from its database any data about the terminated account.

# For enquiries, you may contact TransUnion Limited at 2577 1816.

† I/We understand that if I/we do not want my/our information to be used for the voluntary data use purposes set out above, I/we must do one of the following: (i) check the box provided in the section entitled Opt-Out Request: Marketing Promotions; or (ii) write to Amex's Data Protection Officer\* to opt-out with my/our details (customer full name(s), mailing address(es), phone contact(s), and/or email address(es)); or (iii) contact Amex at 2277 1010 and give notice of my/our wish to opt out; or (iv) if I am/we are an existing Amex cardmember, log on to American Express Manage-Your-Card-Account (MYCA) at [www.americanexpress.com.hk](http://www.americanexpress.com.hk) to manage or change my/our marketing preferences for my/our Amex accounts including to give notice of my/our wish to opt out. If I/we do not do so, I/we understand that I am/we are agreeing that Amex may use my/our information for such purposes.

\* The Data Protection Officer, 18/F Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong

<sup>^</sup> By "Cardmember benefits" and "promotional offers", we mean products, services, reward, referral, loyalty or privilege programmes and other benefits that may be offered by Amex, Amex Group companies and Amex Partners for the purposes of marketing the Amex Card and the Amex Group companies and/or Amex Partners' businesses. It is not possible to be specific about what these products, services, reward, referral, loyalty or privilege programmes and other benefits may be because Amex Partners are involved in a very wide range of commercial enterprises. However, examples of typical Cardmember benefits and promotional offers include discount offers at hotels, airlines, restaurants, retail and online outlets.

Important Note: Please also refer to the attached Notice of Changes to Cardmember Agreement/ Fee Schedule for information on the recent changes to our terms and conditions.



**KEY FACTS STATEMENT FOR  
AMERICAN EXPRESS® CREDIT CARD/ GOLD CREDIT CARD**

<b>Interest Rates and Interest Charges</b>	
<b>Annualised Percentage Rate (“APR”)<sup>1</sup> for Retail Purchase</b>	37.67% 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.
<b>APR for Cash Advance (also known as Express Cash)</b>	39.87% when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.
<b>Delinquent APR</b>	For Retail Purchase: 41.67% may be applied to your account if you have two or more missed payments during the preceding 12 month period, 43.74% may be applied to your account if you have three or more missed payments during the preceding 12 month period. For Cash Advance (or Express Cash): 43.92% may be applied to your account if you have two or more missed payments during the preceding 12 month period, 46.03% may be applied to your account if you have three or more missed payments during the preceding 12 month period.
<b>Interest Free Period</b>	No interest-free period.
<b>Minimum payment*</b>	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\$220, plus any overdue minimum payments and any amount exceeding your credit limit.



**KEY FACTS STATEMENT FOR  
AMERICAN EXPRESS® CREDIT CARD/ GOLD CREDIT CARD**

<b>Fees</b>	
<b>Annual Membership Fee</b>	Permanent fee waiver
<b>Cash Advance Handling Fee (or Express Cash Handling Fee)</b>	3.5% of transaction amount or minimum of HK\$100
<b>Fees relating to Foreign Currency Transaction</b>	2% of every transaction effected in a currency other than Hong Kong dollar, for both Retail Purchases and Cash Advance (or Express Cash)
<b>Fees relating to Settling Foreign Currency Transaction in Hong Kong Dollars</b>	Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee.
<b>Late Payment Fee</b>	5% of the outstanding minimum payment due (The maximum Late Payment Fee is HK\$350 and the minimum Late Payment Fee is HK\$220. However, the Late Payment Fee will not exceed the minimum payment due.)
<b>Over-the-limit Fee</b>	HK\$180 per billing cycle
<b>Returned Payment Fee</b>	HK\$120 per returned payment

This Key Facts Statement on Gold Credit Card is only applicable to Chartered Secretaries American Express Gold Credit Card, CPA Australia American Express Gold Credit Card, Hong Kong Institute of Surveyors American Express Gold Credit Card and Hong Kong Securities and Investment Institute American Express Gold Credit Card.

<sup>1</sup> 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.

\*Please refer to the Cardmember Agreement for more information on your Minimum Payment.

Note: The English version of this Key Fact Statement shall prevail whenever there is a discrepancy between the English and the Chinese versions.

Effective from April 2019



# AMERICAN EXPRESS CREDIT 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 Card at the request of the Basic Cardmember
"American Express Group"	American Express Company and its subsidiaries and affiliates
"Basic Cardmember"	The individual in whose name the Card Account was opened
"Card"	Any credit card, whether a basic or supplementary card and including a Co Brand Card issued by us 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 fee
"Co Brand Card"	Any Card issued by us in co-operation with a Co Brand Partner
"Co Brand Partner"	The company whose name and/or logo appears on any Co Branded Card
"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 Card
"Notice"	Amex's Notice to Customers relating to the Personal Data (Privacy) Ordinance

## 2. USE OF THE CARD

- (1) You must sign the Card immediately, and only 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) 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.

## 3. CREDIT LIMIT

The Card Carrier enclosing the Card shows the credit limit that is applicable to your Card ("Credit Limit"). You must not exceed the Credit Limit. If your outstanding balance exceeds the Credit Limit, an overlimit charge will be debited to the Card account on the Statement Date. 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.

## 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>
<b>Basic Cardmember</b>	All Charges on any Card issued to you or any Supplementary Cardmember.
<b>Supplementary Cardmember</b>	All Charges on any Supplementary Card issued to you.

## 5. 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.

## 6. FEES AND FINANCE CHARGES

- (1) The Card Fees and Charges Schedule accompanying these Conditions show all 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 clause 6(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.

## 7. 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\$220,

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.

## 8. 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.

## 9. PAYMENTS

- (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) 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.
- (3) Please send payments for your Credit Card Account separately from payments for any other American Express Card Account, otherwise we will have 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.

## 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, 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 Available; (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 Credit Card Account privileges.

## 11. LOST, STOLEN OR MISUSED CARD

- (1) You must notify us at once if the Credit Card is lost or stolen or if a renewal Credit Card has not been received or if you suspect that the Credit 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 Credit Card. A replacement card fee may be charged to replace any lost or stolen Card.

## 12. 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 reasonable costs including reasonable legal fees.

## 13. 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.

## 14. DISHONoured PAYMENTS

If any cheque, direct debit or other payment instrument from or for you is not honoured in full, you agree to pay us the dishonoured amount and we may charge you an administration fee.

## 15. 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 shall 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 for a Charge, we will credit the amount to your Account on receipt.



## 16. 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.

## 17. 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.

## 18. 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](http://www.americanexpress.com.hk) (please click on the "Notice to Customers relating to the Personal Data (Privacy) Ordinance" hyperlink available at the bottom of the page). The Notice explains how Amex will handle your personal information. It sets out the purposes for which your personal information will be used, to whom your personal information may be disclosed, summarises your rights under the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (including your right to opt-out from the use of your personal information for direct marketing purposes) and gives details of an Amex officer to contact about your personal information. Your personal information is important. You should read the Notice carefully to ensure you understand your rights and how Amex will use your personal information. You should also read the declarations contained in the application form before applying for a 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 Cheung Kong Cardmember, we would like to disclose information about your account to Cheung Kong Marketing Services Limited, its parent company's subsidiaries and other associated companies for the purposes of supplying you with information and updates about their services and products from time to time.
- (4) You are entitled at any time to request access to information we hold about you or your Account and to update and correct such information. We may impose a modest charge to cover the costs of complying with access requests. Requests should be made in writing to the Amex Data Protection Officer, 18/F, Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong. Please refer to the Notice for more details.
- (5) 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.

## 19. 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.

## 20. EXPRESS CASH

You cannot use the Card to obtain cash from Automated Teller Machines unless you are enrolled in our Express Cash Programs covering these facilities. This Express Cash Program is governed by separate terms and conditions.

## 21. RECURRING PAYMENTS AND CARD NOT PRESENT CHARGES

- (a) If you use the Card to buy goods or services requiring regular or installment payments under any installment 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.

## 22. 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.

## 23. 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 Account are payable immediately. Your Account will be closed when you return all Cards and you have paid off all the amounts you owe.

## 24. OUR LIABILITY

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. GENERAL**

- (1) We may charge an administrative fee if you request a duplicate statement or Record of Charge.
- (2) Details of fees, late payment and other expenses applicable at the date of printing these Conditions and which we may apply to your Account are contained in the separate notice "Fee Schedule" supplied with these Conditions. We reserve the right to amend and update such fees, charges and expenses from time to time and we will provide you with up to 60 days' prior notice, in accordance with the applicable laws.
- (3) We may assign our rights and obligations under these Conditions and the Notice at any time without your consent.
- (4) If at any time any of the Conditions is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining Conditions shall not be affected.
- (5) 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® GOLD CREDIT CARD<sup>1</sup>**  
**FEES AND CHARGES SCHEDULE**

HK000119B 04/19

Annual Fee - Basic Card - Supplementary Card	Permanent fee waiver
Monthly Finance Charge Rate <sup>2</sup>	Retail Purchase <b>2.7%</b> (minimum HK\$10) Express Cash <b>2.7%</b> (minimum HK\$10) (together, the "Standard Rate")
Express Cash <sup>3</sup> Handling Fee	<b>3.5%</b> of the amount withdrawn (minimum HK\$100)
Late Payment Charges	<b>5%</b> of the outstanding minimum payment due (The maximum Late Payment Charge is HK\$350 and the minimum Late Payment Charge is HK\$220. 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
Record of Charge / Statement of Charge Retrieval Fee	HK\$50 per copy
Card Replacement Fee	HK\$100 per Card
Overlimit Fee <sup>5</sup>	HK\$180
Foreign Currency Charges	<b>2%</b> of the converted Hong Kong Dollar amount

<sup>1</sup> This Fees and Charges Schedule on Gold Credit Card is only applicable to Chartered Secretaries American Express Gold Credit Card, CPA Australia American Express Gold Credit Card, Hong Kong Institute of Surveyors American Express Gold Credit Card and Hong Kong Securities and Investment Institute American Express Gold Credit Card.

<sup>2</sup> The equivalent Annualized Percentage Rate ("APR") calculated in accordance with the Net Present Value method ("NPV Method") is **37.67%**<sup>4</sup> for Retail Purchases and **39.87%**<sup>4</sup> for Express Cash (also known as cash advance), and is for your ease of reference only.

<sup>3</sup> Applicable to Express Cash enrollees only.

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%**<sup>4</sup> for Retail Purchases and **43.92%**<sup>4</sup> 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%**<sup>4</sup> for Retail Purchases and **46.03%**<sup>4</sup> 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) 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) 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.

<sup>4</sup> 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.

<sup>5</sup> 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).

Effective from April 2019

(The English version of this Notice shall prevail whenever there is a discrepancy between the English and the Chinese versions)

**Notice to Customers relating to the  
Personal Data (Privacy) Ordinance (the "Ordinance")**

- (a) From time to time, it is necessary for customers to supply Amex with data in connection with (i) the opening or continuation of accounts (including merchant accounts), (ii) the establishment or continuation of credit and/or charge Card accounts, and (iii) the provision of travel, concierge, insurance and merchant services (hereinafter collectively the "Services") by Amex. For the purposes of this document, the term "customers" includes individuals holding Cards issued by Amex ("Cardmembers") and where the context so requires, individuals at establishments accepting Cards issued by Amex for payment ("Merchants").
- (b) Data may also be collected from customers or generated about them in the ordinary course of the continuation and operation of the account relationship and the provision of other Services, for example, when Cardmembers make purchases using the Card or when Merchants contact us for servicing requests.
- (c) (i) The purposes for which Amex may use a customer's personal data are divided into obligatory purposes and voluntary purposes (each as set out in the paragraphs below). If personal data are to be used for an obligatory purpose, the customer MUST provide his personal data to Amex if he wants Amex to provide the Services. Failure to supply such data for obligatory purposes may result in Amex being unable to open or continue account relationships, to establish or continue credit facilities, or to provide other Services.
- (ii) If personal data are only to be used for a voluntary purpose, the customer can tell Amex not to use his personal data for that purpose and Amex will not do so.

Obligatory Purposes

- (d) The obligatory purposes for which data relating to a customer may be used are as follows:
- (i) processing applications for the Services, the daily operation of the Services and credit facilities provided to customers;
  - (ii) conducting credit checks at the time of application for credit and subsequently at regular intervals for as long as the account(s) remain open;
  - (iii) creating and maintaining Amex's credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing creditworthiness of customers;
  - (vi) designing financial services or related products for customers' use;
  - (vii) determining amounts owed to or by customers;
  - (viii) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (ix) meeting or complying with obligations, requirements, recommendations and instructions to make disclosure under:
    - (1) any law or regulation binding on Amex, any of its subsidiaries or associated entities or American Express Company and its subsidiaries and affiliates (Amex, American Express Company and such subsidiaries, associated entities and affiliates, collectively, "Amex Group");
    - (2) any guidelines or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which Amex, any of its branches or Amex Group companies are obliged or expected to comply;
    - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement bodies, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the Amex Group (together the "Authorities" and each an "Authority");
  - (x) enabling an actual or proposed assignee of Amex, or participant or sub-participant of Amex's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with Amex Group companies and/or any other use of data and information in accordance with any Amex Group wide programmes for compliance with sanctions or prevention or detection of crime, money laundering, terrorist financing or other unlawful activities; and
  - (xii) purposes directly relating to any of the above purposes.

Voluntary Purposes

**(e) USE OF DATA IN DIRECT MARKETING**

Amex wish to use customers' data for direct marketing and Amex must obtain the consent of its customers (which can include an indication of no objection) for that purpose.

In this connection:

- (i) the name, telephone number, email address, mailing address, financial background, demographic data, products and services portfolio information and transaction pattern and behaviour of customers may be used by Amex for direct marketing;
  - (ii) the following classes of products, services and subjects may be marketed:
    - (1) credit/charge Card, insurance and travel related products and services;
    - (2) reward, referral, loyalty or privilege programmes and related products and services;
    - (3) Cardmember benefits, promotional offers\* and products and services offered by Amex, Amex Group companies and Amex's merchants, business partners (including third party insurance companies and reward, loyalty, privilege programmes providers), co-brand partners and affinity groups (such merchants, business partners, co-brand partners and affinity groups, collectively, "Amex Partners"); and
    - (4) Merchant products and services, including incentives and offers; and
  - (iii) the above products, services and subjects may be provided by Amex, Amex Group companies and/or Amex Partners.
- (f) In addition to marketing the above products, services and subjects itself, Amex also provides and/or intends to provide the name, telephone number, email address, mailing address, products and services portfolio information and transaction pattern and behaviour of customers to all or any Amex Group companies and Amex Partners for use by them in marketing those products, services and subjects, and Amex must obtain the written consent of its customers (which can include an indication of no objection) for that purpose.

- (g) The provision of a customer's data to the other persons in paragraph (f) above may be for Amex's gain.
- (h) Amex, Amex Group companies and Amex Partners may also, from time to time, engage third parties to provide marketing services on their behalf, and may share the customer's data described in paragraph (e)(i) above with these third parties for such purposes.
- (i) Amex, Amex Group companies and Amex Partners may carry out "matching procedures" (as such expression is defined in the Ordinance) in Hong Kong or overseas for the marketing purposes described in paragraphs (e) and (f) above.

**If a customer is currently receiving direct marketing from Amex but does not wish Amex to continue to use or provide to other persons his personal data for use for direct marketing, the customer may, without charge, exercise his opt-out right by notifying Amex.**

Cardmembers may make the opt-out request by completing the Opt-Out Form at the end of this Notice and returning the duly completed form to Amex. Cardmembers may also manage or change their marketing preferences by contacting Amex at the number printed on the back of their Amex Card (where applicable) or +852-22771010 or logging on to American Express Manage-Your-Card-Account (MYCA) at [www.americanexpress.com/hk/en/marketingpreference](http://www.americanexpress.com/hk/en/marketingpreference). Merchants may make the opt-out request, and manage or change their marketing preferences by contacting Amex at +852 2277 2277.

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\* By "Cardmember benefits" and "promotional offers", we mean products, services, reward, referral, loyalty or privilege programmes and other benefits that may be offered by Amex, Amex Group companies and Amex Partners for the purposes of marketing the Amex Card and the Amex Group companies and/or Amex Partners' businesses. It is not possible to be specific about what these products, services, reward, referral, loyalty or privilege programmes and other benefits may be because Amex Partners are involved in a very wide range of commercial enterprises. However, examples of typical Cardmember benefits and promotional offers include discount offers at hotels, airlines, restaurants, retail and online outlets.

- (j) Data held by Amex relating to a customer will be kept confidential but Amex may provide such information to (1) all the following parties (whether within or outside Hong Kong) - for the purposes set out in paragraph (d) above and (2) if the customer agrees, the parties specified in paragraph (vii) below - for the purposes set out in paragraph (e) above:
  - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment clearing or other services to Amex in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to Amex (including without limitation other Amex Group companies) which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies, and, in the event of default, debt collection agencies;
  - (v) any person to whom there is an obligation, requirement, recommendation or instruction to make disclosure for the purposes set out in, or in connection with, or as otherwise provided by, paragraph (d)(ix) above;
  - (vi) any actual or proposed assignee of Amex or participant or sub-participant or transferee of Amex's rights in respect of the customer;
  - (vii) provided the customer has agreed to the use of his personal data for direct marketing, to Amex Group companies and Amex Partners (and also including third parties engaged by Amex, Amex Group companies and Amex Partners to provide marketing services on their behalf), for marketing purposes (including informing customers of services which Amex believes will be of interest to customers); and
  - (viii) to any other parties whom the customer has expressly or impliedly authorized Amex to make such disclosures as may be reasonably necessary or expedient to procure or fulfill the customers' request(s) for Services.
- (k) Further to paragraph (j)(iv) above, Amex may check consumer credit data about its Cardmembers or their guarantor(s) held by TransUnion Limited or any other credit reference agency as applicable for the purpose of considering whether to grant Cardmembers credit and/or reviews or renewals of existing credit facilities to Cardmembers. The matters Amex will be considering if accessing these consumer credit data for the purpose of reviews will be an increase in the credit amount, cancellation of credit or a decrease in the amount of credit available or putting in place a scheme of arrangement with relevant Cardmembers and/or their guarantor(s). Amex may also access such consumer credit data about Cardmembers and/or their guarantor(s) for the purpose of reasonable monitoring of indebtedness whilst relevant Cardmembers and/or their guarantor(s) are in default.
- (l) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any customer has the right.
  - (i) to check whether Amex holds data about him and of access to such data;
  - (ii) to require Amex to correct any data relating to him which are inaccurate;
  - (iii) to ascertain Amex's policies and practices in relation to data and to be informed of the kind of personal data held by Amex;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to data which have been provided by Amex to a credit reference agency, to instruct Amex upon termination of an account by full repayment to make a request to the credit reference agency to delete from its database any account data relating to the terminated account, as long as the instruction is given within five years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. If the account has had a default of payment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the customer's relevant account repayment data shall be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default. If any amount is written off due to a bankruptcy order being made against the individual customer, his/her account repayment data shall be retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, until the earlier of the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of the customer's discharge from bankruptcy as notified to the credit reference agency by such customer with evidence.
- (m) In accordance with the terms of the Ordinance, Amex has the right to charge a reasonable fee for the processing of any data access request.
- (n) The person to whom opt-out requests or consents in relation to the use of personal data for direct marketing, requests for access to data or correction of data and for information regarding policies and practices and kinds of data held are to be addressed is as follows:

The Data Protection Officer  
American Express International, Inc., Hong Kong Branch  
18/F City Plaza 4, 12 Taikoo Wan Road, Hong Kong

(o) As mentioned in paragraph (k) above, Amex may have obtained a credit report on the Cardmember from a credit reference agency in considering any application for credit. If the Cardmember wishes to access the credit report, Amex will advise the contact details of the relevant credit reference agency.

(p) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

(q) If you would like to change or amend any of your personal data held by Amex (for example, if you have moved and would like to update your address), please contact the number at the back of your Card (if you are a Cardmember) or +852 2277 2277 (if you are a Merchant).

October 2015

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(For use by Cardmembers – Please complete this form in English and block letters. If you are a merchant and wish to submit an opt-out request, please contact Amex at +852 2277 2277)

**OPT-OUT FORM**

To: American Express International, Inc., Hong Kong Branch and its subsidiaries (“Amex”)

I do not wish to receive any marketing communications from Amex in future, and I do not consent to Amex providing my personal data to third parties for direct marketing purposes. I agree that this instruction overrides all my previous instructions to Amex on marketing in respect of all my existing relationships with Amex (if any).



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My full name: \_\_\_\_\_

Card Account Number\*: \_\_\_\_\_

Date: \_\_\_\_\_

\* Please provide the Card Account Number of one of your Card Account(s) with Amex in order for us to verify your identity. Please note that this opt-out instruction will be applied to marketing in respect of **ALL** your existing relationships with Amex.

Notes:

1. Please provide the above information to enable Amex to verify your identity and process your request.
2. In order to make this opt-out request effective, Amex will need to share this opt-out request with third-party business partners. By submitting this opt-out request to Amex, you shall be deemed to have consented to Amex sharing this opt-out request with such parties. Please allow some time for this opt-out request to become effective.

