

Major Terms and Conditions of Cardholder Agreement:

Major terms and conditions which impose significant liabilities and obligations on the Cardholder under the Cardholder Agreement are summarized below for your particular attention. You should read the full version of the Cardholder Agreement which will prevail in the event of any discrepancy. A copy of the Cardholder Agreement is available on AEON website at www.aeon.com.hk or upon request. By using or retaining your Card, you will be taken to have accepted the Cardholder Agreement and will be bound by it.

- (a) You should sign the Card immediately upon receipt.
- (b) You should not exceed the credit limit assigned to your Card.
- (c) You may not use the Card for payment of illegal gambling or other transaction which is illegal under any applicable law.
- (d) You will be liable for all transactions effected and charges incurred with the use of the Card notwithstanding any dispute you may have with any merchant involved in the transactions.
- (e) If you fail to pay the required minimum payment on your Card Account as shown on your monthly statement by the payment due date, you will be liable to pay finance and late charges on the outstanding amount. Details of these charges and other fees charged by us are set out in the Fee Schedule.
- (f) You should notify us of any error in your monthly statement within 60 days of the date of the statement. Otherwise, the transactions shown on the statement will be considered correct.
- (g) If you fail to pay any amount to us when due, we may incur legal, collection or other expenses in recovering the amount from you and you will be liable for all reasonable costs and expenses reasonably incurred by us.
- (h) You must keep your Card and any PIN and TIN used in relation to the Card secure. You must promptly report any loss or theft of your Card or disclosure of the PIN or TIN. Your maximum liability for unauthorized transactions (excluding cash advances) before such loss, theft or disclosure is reported is HK\$500. You will be liable for any unauthorized cash advances. If you have acted fraudulently or with gross negligence, have knowingly (whether or not voluntarily) provided the Card or the PIN or TIN to any person or have failed to make a report to us as soon as reasonably practicable, in which case you will be liable without limit for all amounts charged to your Card Account. If you fail to follow any security measures recommended by us, this will be treated as gross negligence on your part.
- (i) If you are the Principal Cardholder, you are liable for the debts incurred by you and your Supplementary Cardholder(s). A Supplementary Cardholder is only liable for the debts incurred in using his/her own Supplementary Card.
- (j) We may change the terms and conditions of the Cardholder Agreement and/or the Fee Schedule by notice to you and your retention or use of your Card after the changes take place shall constitute your acceptance of such changes.
- (k) We may cancel the Card at any time. You may cancel your Card by notice and returning your Card cut into two to us. You shall be liable for all losses if you fail to observe this obligation.
- (l) If you owe us any money on your Card Account, we may without notice set-off or transfer money from your other accounts maintained with us to settle such money owing to us.
- (m) Upon cancellation of the Card for any reason or upon the Cardholder's bankruptcy or death, the whole of the outstanding balance on the Card Account (including transactions authorized but not yet charged to the Card Account) will become immediately due and payable.

Note: If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

(Feb 2011)