

AEON Cardholder Agreement:

This Agreement applies to Mastercard/ Visa/ JCB/ UnionPay credit card (each and collectively, a/ the “Card”, comprising “Principal Card” and/or “Supplementary Card”, as the case may be) issued by AEON Credit Service (Asia) Company Limited (“AEON”) to you (“Principal Cardholder”) and any person nominated by the Principal Cardholder and approved by AEON to hold a Supplementary Card (“Supplementary Cardholder”). By activating, signing or using the Card, the Principal Cardholder and each Supplementary Cardholder (each and collectively, a/ the “Cardholder”) agree and confirm their agreement to abide by and be liable for any payment to AEON and performance of such other obligations in connection with the following terms:

1. The Cardholder understands and acknowledges that the Card is issued to the Cardholder on the basis of the information provided by the Cardholder to AEON. The Cardholder declares and represents that the information provided to AEON is and will remain true and correct and undertakes to inform AEON immediately in writing of any change of such information, including that on employment, business or residential address, or telephone number.
2. The Cardholder shall (a) sign the Card upon receipt; (b) keep the Card secure and under his/her control at all times to be used by him/her only; (c) not exceed the credit limit set by AEON from time to time; (d) not use the Card after the expiration date embossed on the face of the Card or after the Card is withdrawn or cancelled; and (e) if being a Principal Cardholder, ensure that each Supplementary Cardholder uses his/her Supplementary Card and handles it in accordance with this Agreement.
3. The credit limit in respect of any Card issued by AEON to the Cardholder is subject to review and change by AEON from time to time at its discretion. If the Cardholder has more than one Card, the Cardholder may have one approved overall credit limit to be shared among all Cards, including any Supplementary Card issued through his/her nomination (“Combined Credit Limit”). Regardless of any relevant Combined Credit Limit, Supplementary Card shall always be subject to its own credit limit.
4. AEON may at its sole discretion reject any transactions effected or authorised through the use of the Card (“Transactions”) in excess of the credit limit or otherwise causing the credit limit to be exceeded. Regardless of whether AEON has exercised its discretion to reject any or all such Transactions, certain Transactions in excess of credit limit or otherwise causing the credit limit to be exceeded, including the following examples, may still be allowed (“Exceptional Transactions”):
 - a. Transactions not immediately processed by AEON;
 - b. Transactions involving autopay authorisation;
 - c. Transactions for Octopus Automatic Add Value Service;
 - d. Transactions where the amounts posted exceed the corresponding transaction amounts due to factors such as currency exchange rate fluctuations;
 - e. Transactions approved but posted late;
 - f. Transactions directly authorised by the relevant card association (e.g. Mastercard, Visa, JCB and UnionPay);
and
 - g. Transactions involving mobile or contactless payment.

The Cardholder shall be liable for Exceptional Transactions, any amount howsoever arising or incurred in excess of the credit limit (“Excess”), and all applicable fees, charges and interest in accordance with the provisions of this Agreement.

5. The Card is issued for use, subject to the credit limit set by AEON for the account maintained with AEON in respect of the Card (“Card Account”), in connection with facilities made available by AEON from time to time at its absolute discretion, including the payment for any purchase of goods and/or services (“Credit Purchase”), cash withdrawal from Card Account (“Cash Advance”) and such other credit facilities or services as AEON may from time to time provide or arrange, such as cash instalment plan, card instalment plan and balance transfer, in which case the Cardholder also agrees to be bound by the terms and conditions governing the use of the relevant facilities or services.
6. The Cardholder is not authorised to use the Card or the Card Account for any fraudulent, illegal or criminal purposes. AEON reserves the right to decline, stop, or delay processing or paying any Transaction which (a) exceeds the credit limit; (b) AEON suspects to be involved in illegal gambling or fraudulent activity or may otherwise be illegal under any applicable laws; (c) may cause AEON to breach any legal or regulatory requirement; and/or (d) involves circumstances beyond AEON’s reasonable control. AEON shall not be liable for any loss or damage of whatever nature which the Cardholder may suffer (whether directly or indirectly) as a result of such decline, stop, or delay.
7. The Cardholder shall be liable for all Transactions notwithstanding that no sales draft or cash advance voucher is signed by him/her, the credit limit is or will be exceeded and/or those Transactions are effected involuntarily. Types of Transactions effected or authorised without the Cardholder’s signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorisation, use of the Card in an automated teller machine, at merchant’s point of sale terminal, in a credit card payphone or any other device approved by AEON from time to time.
8. The Cardholder shall keep any personal identification number (PIN), telephone identification number (TIN), password (including one-time password), security code, biometric data and other authentication credentials as AEON may from time to time ask for in connection with the use of the Card and the Card Account (“Credentials”) strictly confidential and secure, in particular, as far as it shall be possible and practicable:
 - a. printed copies of the Credentials should be destroyed;
 - b. under no circumstances should the Credentials be disclosed or made accessible to any other persons;
 - c. no one else should be permitted to use the Card and/or the Credentials;
 - d. the Credentials should never be written down on the Card or on anything kept with or near the Card and should be frequently changed;
 - e. the Credentials should always be disguised if written down; and
 - f. whenever the Credentials are changed, avoid using obvious words, letters or numbers such as the Cardholder’s identity card number or passport number, date of birth, telephone number or other easily accessible personal information.

The Cardholder shall accept full and sole responsibility for and indemnify AEON against all consequences, loss and/or other liability incurred as a result of any of the Credentials being known or accessible to another person for whatever reason.

9. The Card remains the property of AEON and is not transferable. AEON shall be entitled at its absolute discretion at any time to withdraw, suspend, cancel or terminate the Card and/or any services or facilities thereby offered and/or disapprove any transaction proposed to be effected thereby without giving any prior notice or reason to the Cardholder and AEON shall not be liable for any loss or damage of whatever nature which the Cardholder may suffer (whether

directly or indirectly) as a result of such withdrawal, suspension, cancellation, termination or disapproval by AEON.

The Cardholder shall unconditionally and immediately upon demand at any time surrender the Card to AEON. The Cardholder shall maintain a Card Account to which the values of all Transactions and charges, fees, interests, outstanding balances and other sums payable hereunder (“Charges”) shall be debited.

10. Interest, where applicable, shall accrue on a daily basis and be calculated at specific interest rate per month for the Card for Credit Purchase or Cash Advance.
11. All fees, charges and interest payable in respect of the Card shall be based on the applicable amounts or rates as set out in the Fee Schedule and Key Facts Statement which forms part of this Agreement. AEON may from time to time at its absolute discretion revise the Fee Schedule and Key Facts Statement.
12. The Cardholder agrees to pay to AEON an annual fee for the Card, unless expressly waived by AEON, at the rate as determined by AEON from time to time. Any annual fee payable for the Card will be debited to the Card Account when due and is non-refundable in any circumstances whatsoever.
13. AEON shall issue to the Principal Cardholder a monthly statement (“Statement”) for the Card Account (or all Card Accounts sharing the same Combined Credit Limit, if any, on a consolidated basis) setting out details of the total amount of all Charges (“Statement Balance”), the minimum payment due from the Cardholder (“Minimum Payment Due”) and the date by which payment must be made (“Payment Due Date”).
14. Subject to AEON’s right to require the Cardholder to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder shall pay to AEON the Minimum Payment Due on or before the Payment Due Date, failing that the Cardholder shall pay to AEON a late charge calculated at the rate determined by AEON from time to time and notified to the Cardholder in any way AEON sees fit. AEON shall not be obliged to issue a Statement if there has been no transaction or no outstanding balance on the Card Account(s) since the last issued Statement. Statements are generally issued in electronic form and are accessible online at AEON’s website (“AEON Netmember Service”) or via AEON’s mobile application (“AEON HK Mobile App”). Installation of AEON’s mobile application and access to and/or use of either AEON Netmember Service or AEON HK Mobile App are subject to their respective terms and conditions.
15. It is entirely the responsibility of the Cardholder to ensure that he/she receives issued Statement and pay accordingly. The Cardholder shall inform AEON promptly if any Statement has not been received within a reasonable time. A Cardholder’s liability to AEON remains even if, for whatever reason, the Cardholder does not receive any Statement.
16. Cash Advance will be subject to a Cash Advance handling fee on each Cash Advance made. Interest will accrue from the date of the Cash Advance until payment is made in full on the amount of that Cash Advance that remains outstanding. The amount of the Cash Advance handling fee and the applicable rate of interest will be determined by AEON from time to time and notified to the Cardholder in any way AEON sees fit.
17. No interest will be charged if the full amount of Credit Purchase is received by AEON on or before the Payment Due Date, provided that there is no outstanding balance carried forward from the immediate past Statement. Otherwise, interest will be charged until payment is made in full (i) on the outstanding balance from the date of the initial Statement showing that Credit Purchase; and (ii) with respect to each new Transaction from the date of that new Transaction. The applicable rate of interest will be determined by AEON from time to time and notified to the Cardholder in any way as AEON sees fit.

18. AEON shall charge a retrieval fee for sales draft copy and Statement and, unless otherwise waived by AEON, a fee for a paper version of a Statement to be issued, which will be debited to the Card Account at the amounts determined by AEON from time to time. AEON shall charge a handling fee (a) in relation to any autopay authorisation or cheque payment to AEON which is either dishonoured or revoked; and/or (b) when the outstanding balance exceeds the relevant credit limit, at such amounts as determined by AEON from time to time.
19. Transactions which are effected in currencies other than Hong Kong dollar shall be debited to the Card Account after conversion into Hong Kong dollar at a rate of exchange determined by reference to the exchange rate adopted by Mastercard/ Visa/ JCB/ UnionPay on the date of conversion, plus any transaction fee imposed by Mastercard/ Visa/ JCB/ UnionPay on AEON, if applicable.
20. AEON's records and Statements on the Charges shall be conclusive and binding on the Cardholder for all purposes except AEON may at its discretion adjust any entries mistakenly or erroneously made by it.
21. The Cardholder should notify AEON's Card Centre of any transaction which was not authorised by the Cardholder or was otherwise incorrect as soon as possible within 60 days from the date of the Statement. If the Cardholder fails to report within the said period, the transaction(s) shown on the Statement shall be considered authorised and correct, and the Cardholder will be deemed to have waived whatever right he/she may have to raise any objection or pursue any remedies against AEON in relation to such transaction(s).
22. In case the Cardholder is raising a dispute and making a request for reversal of a Transaction and refund of settled/ outstanding Transaction amount ("Chargeback"), it must be done within 60 days from the date of the Statement or, in any instances of merchant closure or failure to deliver goods/ services, as soon as possible, to facilitate processing of such request by AEON. All relevant supporting documents (e.g. invoice or service agreement) are required to be produced by the Cardholder for AEON's investigation. Decision of AEON on acceptance/rejection of any request for Chargeback shall be final and binding. If a request for Chargeback is accepted by AEON following its investigation, AEON will raise a Chargeback claim against the merchant acquirer concerned in accordance with the scheme of the relevant card associations. A Transaction will be reversed with refund of the relevant amount to the Cardholder (by crediting to the Card Account) only upon acceptance of the Chargeback claim by such merchant acquirer. Relevant information on making a request for Chargeback (as may be updated/amended from time to time) is available on AEON's website.
23. If the Cardholder fails to pay any sum due and payable hereunder, AEON may appoint debt collection agencies to collect the same. If AEON has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Cardholder shall fully reimburse AEON all such legal fees and other fees and expenses (including the fees of debt collection agencies at the rate of 30% of such sum payable hereunder or such other rate as AEON may from time to time determine) incurred in that connection.
24. Payments to AEON shall only be deemed to be received by AEON and credited to the Card Account when received in good and cleared funds (if such funds are in foreign currency, after conversion by AEON into Hong Kong dollar in accordance with its usual practice) and without any set off, claim, condition, restriction, deduction or withholding whatsoever.

25. Payments and credit to the Card Account may be applied in the following order: (a) firstly, all fees, charges and interest billed; (b) secondly, outstanding balances under AEON Credit Card Cash Instalment Plan; (c) thirdly, outstanding Cash Advance balances; (d) fourthly, outstanding balances under AEON Credit Card Interest-free Instalment Plan; and (e) lastly, outstanding Credit Purchase balances. This order may be altered in any manner as AEON considers appropriate without reference to the Cardholder.
- 26.
- a. The loss or theft of the Card or disclosure of the Credentials to any person or access to them by any person should be reported immediately to AEON Customer Service Hotline at (852) 2895 6262. The Cardholder shall be fully liable for all transactions (whether or not authorised by the Cardholder) effected by the use of the Card prior to AEON being notified of the loss or theft or disclosure or access provided that if the Cardholder (i) has not acted fraudulently or with gross negligence; (ii) has not knowingly provided the Card or the Credentials to any person (whether voluntarily or otherwise); and (iii) has informed AEON as soon as reasonably practicable after becoming aware of the loss or theft or disclosure, the Cardholder's maximum liability for such unauthorised transactions (excluding Cash Advances) shall not exceed HK\$500. The Cardholder shall be fully liable for all Cash Advances, irrespective of whether they are authorised.
- b. The Cardholder shall be liable fully for all amounts, without limit, debited to the Card Account if the Cardholder has acted fraudulently or with gross negligence, including failure to inform AEON promptly of his loss or theft of the Card and disclosure of or access to his/her Credentials. The Cardholder's failure to observe any of the provisions in this Agreement or to follow any other recommendation of AEON from time to time regarding the safety and secrecy of the Card and the Credentials, including without limitation the disclosure, whether voluntary or otherwise, of the Credentials to any person, shall be treated as gross negligence on the part of the Cardholder for the purpose of this clause.
- c. Following receipt by AEON of a report from a Cardholder pursuant to clause 26(a) before the Payment Due Date specified in the current Statement recording the Charges arising from any transaction alleged to have been unauthorised, the Cardholder may withhold payment of such Charges pending completion of AEON's investigation into the same. In the event the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Cardholder shall forthwith pay all Charges withheld, and AEON reserves the right to re-impose any late charge and interest on these Charges over the entire period (including the investigation period) as being overdue as if no withholding had occurred.
27. AEON shall not be obliged to issue a replacement Card to the Cardholder if his/her Card is lost or stolen. Any replacement Card, if issued, shall be subject to a handling fee at the amount as determined by AEON from time to time and its use shall be subject to the terms and conditions of this Agreement.
- 28.
- a. The Cardholder acknowledges and agrees that all personal data provided by the Cardholder or which is collected by AEON and its advisors/representatives/agents may be used, held, disclosed and/or transferred to any parties (whether in or out of Hong Kong Special Administrative Region, "Hong Kong") as set out in AEON's Notice to Customers relating to Personal Data (Privacy) Ordinance from time to time in force and made available to AEON's customers ("Notice") for the purposes as stated therein or otherwise in compliance with applicable laws

- or regulations. The Cardholder further acknowledges and agrees that the Notice shall apply in all respects in relation to the Card(s) and the Card Account(s) and any matters arising therefrom or incidental thereto.
- b. The Cardholder understands and agrees to provide AEON with such information as AEON may require from time to time for compliance with any applicable laws and regulations.
29. AEON hereby reserves the right at any time to amend the terms and conditions of this Agreement and/or the Fee Schedule and the Key Facts Statement including, without limitation, the applicable credit limit, payment terms, interest rates, the rates of any charges or fees and method of payment. Such amendments shall become effective and binding on the Cardholder on the effective date specified by AEON. Retention or use of the Card after the effective date shall constitute the Cardholder's acceptance of such amendments without reservation, irrespective of whether the Cardholder has actual notice or knowledge thereof.
30. The Cardholder may terminate this Agreement by giving written notice to AEON accompanied by the return of the Card and any Supplementary Card(s) both cut in halves. The Supplementary Cardholder may terminate this Agreement by giving written notice to AEON accompanied by the return of the Supplementary Card cut in halves. The termination of any Card shall be effective upon AEON actually receiving such notice and Card. The Cardholder shall be fully liable for all losses arising from any Transaction effected by the use of the Card under the Card Account (whether or not authorised by the Cardholder) as a result of the failure of the Cardholder to return the Card cut into two halves upon termination in accordance with the provisions of this clause. For the avoidance of doubt, AEON may at any time terminate (a) any Card (including any Supplementary Card) at the written request of the Principal Cardholder; (b) any Supplementary Card at the written request of the relevant Supplementary Cardholder; and (c) any Supplementary Card upon termination of the Principal Card.
31. Each Cardholder shall be liable for all Charges incurred by him and the Principal Cardholder shall in addition be liable for the Charges incurred by each of any Supplementary Cardholders. For the avoidance of doubt, no Supplementary Cardholder shall be liable for the Charges incurred by the Principal Cardholder or any other Supplementary Cardholder. Any invalidity, unenforceability, release, or discharge of any liability of any Cardholder to AEON shall not affect the liability of any other Cardholder, if any, to AEON.
32. The Cardholder shall directly settle disputes between merchant establishments and the Cardholder for goods and services purchased. AEON shall not be responsible for goods and services supplied by merchant establishments or for refusal of any merchant establishment to accept or honour the Card. No claim against any merchant establishment may be set off or counter claimed against AEON.
33. Without prejudice to the other provisions of this Agreement, if the Cardholder should be absent from Hong Kong, arrangements to settle the Card Account should be made prior to his/her departure.
34. In addition to the general right of set off or other rights conferred by law or under any other agreement, AEON may, but is not obliged to and without notice, combine or consolidate the outstanding balance on the Card Account with any other account(s) which the Cardholder maintains with AEON and set off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to AEON under this Agreement.
35. If, after satisfaction of all such Cardholder's liability to AEON under this Agreement, there is a balance standing to the credit on the Card Account ("Credit Balance") on termination of the Card and the Card Account, the Cardholder shall promptly arrange for collection of the Credit Balance from AEON within one month from the date of such

termination with express prior notice to AEON. Upon notice, AEON shall release the Credit Balance to the Cardholder or to the Principal Cardholder (if not the Cardholder himself/herself) as AEON shall determine at its sole discretion within a reasonable time. No interest will accrue on any Credit Balance. The Cardholder and the Principal Cardholder (if not the Cardholder himself/herself) hereby waive all the rights to claim against AEON for any Credit Balance and/or its release/refund howsoever under all circumstances. Without prejudice to anything herein, AEON may debit a Card Account to release or make partial or full refund of Credit Balance to the Cardholder or to the Principal Cardholder (if not the Cardholder himself/herself) anytime without prior notice or requiring any consent.

36. Where Supplementary Card(s) is/are issued, AEON may:
 - a. set off the credit balance in any other account of the Principal Cardholder maintained with AEON against any debit balance in the Card Account due from any and/or all Supplementary Cardholders to AEON; and
 - b. set off the credit balance in any other account of a Supplementary Cardholder maintained with AEON against the debit balance in the Card Account due from that Supplementary Cardholder to AEON. For the avoidance of doubt, AEON shall not set off the debit balance in the Card Account of the Principal Cardholder or a relevant Supplementary Cardholder against the credit balance in any account of any other Supplementary Cardholder maintained with AEON. A Supplementary Cardholder may at his/her option make voluntary payments to settle the balances of the Card Account due from the Principal Cardholder and/or other Supplementary Cardholders (as the case may be).
37. AEON may (with or without having suspended or reduced the credit extended, withdrawn the Card or terminated this Agreement) require the Cardholder to immediately pay the entire outstanding balance under the Card Account. The whole of the outstanding balance on the Card Account together with the amount of any outstanding Transactions effected but not yet charged to the Card Account will become immediate due and payable in full to AEON on termination of this Agreement or on the Cardholder's bankruptcy or death. All obligations of the Cardholder incurred or existing under this Agreement as of the date of termination shall survive such termination.
38. AEON may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice or consent of the Cardholder.
39. All notices, Statements or correspondence sent by AEON may be in the form of written notice, statement insert, statement message, email message or through any other appropriate form determined by AEON and may be sent by pre-paid post, facsimile transmission, short message service (SMS), multimedia messaging service (MMS) or any other electronic communication such as electronic mail, or email notification of posting of a notice on AEON's website. All such notices, Statements or correspondence to be given by AEON shall be validly given if despatched to the Cardholder's address or facsimile or contact number last registered with AEON and shall be deemed to have been received by the Cardholder 48 hours after posting (if sent by pre-paid post) and at the time of despatch (if sent by facsimile or other electronic communication).
40. The Cardholder agrees that AEON may record any telephone conversation between them and all such recordings shall remain the property of AEON and may be used as conclusive evidence in any dispute that may arise on any matters relating to this Agreement, the Card and the Card Account.

41. The Cardholder agrees that no relaxation, forbearance, delay or indulgence by AEON in enforcing any of the terms or conditions of this Agreement or the granting of time hereunder shall prejudice affect or restrict any of the rights and powers of AEON under this Agreement.
42. This Agreement shall be binding on the Cardholder and the estate of the Cardholder and on his personal representative irrespective of termination of the Card, the Card Account and/or this Agreement or bankruptcy or death of the Cardholder.
43. If any provision of this Agreement shall be held to be invalid or unenforceable the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
44. Unless the context otherwise requires, (a) all expressions herein in the singular shall include the plural and vice versa and all expressions in the masculine gender shall include the feminine gender; and (b) lists of items or examples given herein may only be for illustrative or related purposes and may thus not necessarily be exhaustive.
45. AEON may from time introduce new products/services to be made available to the Cardholder including but not limited to the bonus points programme which shall be governed by specific terms of such products/services and, in case of any conflict between those specific terms and the terms herein, the former shall prevail.
46. AEON shall not be liable for any delay, failure or computer processing error in providing any of the equipment or other facilities or services to the Cardholder including any equipment malfunction or failure and under no circumstances shall AEON be responsible to the Cardholder or any third party for any loss arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, AEON shall incur no liability as a result of any act or omission of any third party through which any facilities or services to the Cardholder may be made available.
47. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.
48. This Agreement shall not confer any third party any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term herein.
49. If there is any inconsistency between the English version of this Agreement and the Chinese version, the English version shall prevail.

December 2022