

PB Card Terms and Conditions

The PB Card ("the Card") is issued to the Cardholder on application by Public Bank (Hong Kong) Limited ("the Bank") subject to the following terms and conditions. Cardholder should read the following terms and conditions carefully before using the Card as some of these terms may impose significant liabilities or obligations on the Cardholder. Upon using the Card, Cardholder will be deemed to have accepted all the following terms and conditions and will be bound by them.

Restriction on the use of the Card

1. The Card can be used on any one of the Automatic Teller Machines ("ATM") with the JETCO logo installed by or belonging to the Bank or any Member Bank of the JETCO ATM Network ("Member Bank") in Hong Kong, Macau and Mainland China.
2. The Card is and shall at all times be the property of the Bank and the Cardholder shall surrender the Card to the Bank immediately upon the Bank's demand irrespective of whether the Bank has given any prior notice or any reason therefor.
3. The Card shall only and exclusively be used by the Cardholder and is not transferable.
4. For withdrawal of foreign currencies from HKD account via the Bank's ATM or ATMs labeled by "JETCO" logo through HKD account, if the transaction is foreign currencies, the transaction amount is converted at the exchange rates set by the "JETCO" member bank which is displayed on the ATM screen at the time of the transaction.
5. The Bank shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card.

Security of Card/Personal Identification Number

6. The Cardholder shall act in good faith and exercise all due care and attention to prevent the loss of and/or use of the Card or the "Personal Identity Number" ("PIN") designated for operating the ATM of the Bank or the ATM of any other Member Bank by any third party, in particular:
 - (a) at no time and under no circumstances shall the Cardholder disclose to any person whatsoever his PIN or allow the Card and the PIN to be used by any person other than the Cardholder;
 - (b) the Cardholder shall destroy the original printed copy of the PIN after memorizing the PIN;
 - (c) the Cardholder shall never write down the PIN on the Card or on anything usually kept with or near it;
 - (d) the Cardholder shall not write down or record the PIN without disguising it;
 - (e) the Cardholder shall avoid using easily accessible personal data or information such as personal telephone number, birthday, Hong Kong Identity Card number or passport number as the PIN.

Cardholder's Liability

7. In the event of loss or theft or misuse of the Card/PIN, the Cardholder shall immediately notify such loss or theft or misuse to the Bank either in writing or by telephone at such telephone number(s) as the Bank may from time to time prescribe. Telephone notification will be acted on by the Bank only if the Cardholder can be identified satisfactorily. The Bank may also ask the Cardholder to confirm in writing any details given by telephone. The Cardholder shall be fully responsible for all transactions involving the use of the Card by any person whatsoever whether or not authorized by the Cardholder prior to the Bank's actual receipt of such written notice or acceptance of the Cardholder's notification by telephone (as the case may be). Further if any replacement card is issued, the Bank is entitled to charge a fee therefor.
8. The Cardholder shall be liable for all transactions whether or not made with his knowledge or by his authority if he has acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the obligations of the Cardholder set out in clauses 6 and 7 above.
9. The Card shall be used for withdrawal or transfer at ATM of the Bank or any other Member Bank only if there are sufficient funds or available credit limit in the account of the Cardholder therefor. If withdrawal or transfer is made without sufficient funds or exceed available credit limit in the account, the Cardholder shall repay to the Bank immediately on demand such amount overdrawn or over transferred together with interest thereon at the rate chargeable by the Bank from time to time on overdraft accounts with the Bank.
10. Save and except for forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill; and forgery or fraud or manifest error on the part of the Bank, the records of the Bank in relation to any transactions made by the use of the Card on any ATM shall in all respect be conclusively binding on the cardholder.

11. Provided that the Cardholder has not acted fraudulently or with gross negligence and has complied with the obligations set out in clauses 6 and 7 above, the Cardholder shall not be liable for losses incurred:
 - (a) in the event or misuse when the Card has not been received by the Cardholder;
 - (b) for all transactions not authorized by the Cardholder after the Bank has been given adequate notification that the Card/PIN has been lost or stolen or misused;
 - (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display; and
 - (d) when transactions are made through the use of counterfeit cards.
12. Without prejudice to any other provisions of these terms and conditions, the Cardholder hereby further agrees to indemnify the Bank and keep the Bank fully indemnified by any suits, actions, losses, claims, damages and demands which are of reasonable amount and may be reasonably suffered or incurred by the Bank arising from or relating to transactions effected by the Cardholder by using the Card and the ATM, including but not limited to making withdrawals, deposits or effecting transfer of funds from account(s) held with the Bank. This indemnity shall continue notwithstanding any termination of the account(s) or of this agreement with the Cardholder.
13. The Card and the related PIN are issued and delivered to the Cardholder at his own risk.
14. The Cardholder may apply for cheque book of his current account by use of the Card and the ATM and such application shall have the same effect as the submission by the Cardholder to the Bank of the Bank's Cheque Application Form duly completed and signed.
15. In these terms and conditions, if the Cardholder shall consist of more than one person, these terms and conditions shall be binding on them jointly and severally and every one of the Cardholder shall be jointly and severally responsible for all transactions involving the use of the Card so issued and unless the context otherwise requires or permits, words herein denoting the singular shall include the plural and vice versa and any notice served pursuant to these terms and conditions shall be deemed to have been sufficient service on the Cardholder, if served on any one of them.

Limitation of Liability

16. The liability of the Bank and/or any Member Bank for any loss is limited to the amount of the relevant transaction or, if less, the actual loss incurred by the Cardholder and any interest on those amounts.
17. Subject to clause 11(c) above, the Bank and/or any Member Bank shall not be responsible for any and all consequences, if the transactions involving the use of the Card are not honoured or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM.

Right of Set-off

18. The Bank may at any time and without notice or consent from the Cardholder or any one or more of them set-off or transfer any monies standing to the credit of the Bank accounts of the Cardholder or any one or more of them of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) towards discharge of all sums due to the Bank under these terms and conditions or arising out of the use of the Card.
19. The Cardholder hereby irrevocably authorizes the Bank to debit (without any prior notice to the Cardholder) the account(s) of the Cardholder with the Bank the amount of any withdrawal, transfer and/or transaction involving the use of the Card at ATM of the Bank or at the ATM of any other Member Bank.

Charges

20. The Bank hereby reserves all rights to charge a fee for the use of the Card and such fee shall be at such rate and for such period and payable in such manner as the Bank may announce from time to time. Any such fee may be varied subject to the notice of the Bank for a period of 30 days provided always that any continual retention or use of the Card after such announcement or variation whether or not the Cardholder has actual notice or knowledge thereof, shall be binding on and payable by the Cardholder and provided further that such fee shall not be refundable irrespective of early cancellation of the Card either by the Cardholder or by the Bank.

Miscellaneous

21. Data held by the Bank relating to the Cardholder shall be kept confidential but the Bank may disclose to any Member Bank and/or its agents, delegates and other institutions, such information concerning the account of the Cardholder as the Bank may deem necessary or appropriate arising out of or in connection with the use of the Card.
22. The Card Embossing Process of the Bank Cards (include Credit Cards, PB Cards and any banking facility cards issued by the Bank from time to time) has been outsourced to the service provider(s) located in Hong Kong or outside Hong Kong, e.g. Mainland China (the "Service Provider(s)"). As a result, the personal data of the Bank Card Holders may be disclosed or transferred to the Service Provider(s) appointed by the Bank. The appointed Service Provider(s) will adopt stringent security measures to ensure the personal data of customers are kept in strict confidence in the Card Embossing Process. However, the personal data of customers may need to be provided or disclosed to any person to whom the Bank or any of its appointed Service Providers is under an obligation to make disclosure under the requirements of any binding law, or under and for the purposes of any guidelines issued by regulatory or other authorities (including but not limited to government departments, judiciary or tax authorities) with which the Bank or any of its Service Providers are expected to comply.

23. The Bank reserves the right at all times at its absolute discretion to terminate this agreement with the Cardholder by withdrawal of the Card or the service thereby provided, or by refusing to renew the Card without giving any reason therefor and without any prior notice to the Cardholder. The Cardholder may at any time cancel the Card by cutting the Card in half and returning the pieces to the Bank. The Card will be cancelled upon actual receipt by the Bank of the pieces of the Card. The Cardholder's use of the Card shall at all time be subject to all the terms and conditions currently in force for the time being irrespective of the Cardholder's actual notices or knowledge thereof.
24. The Bank shall be entitled to alter, amend and/or add to these terms and conditions as the Bank may in the Bank's absolute discretion think fit by giving reasonable prior notice to the Cardholder. Provided that for any amendment or addition which affects fees and charges and the liabilities or obligations of the Cardholder, the notice period will be 30 days. The Cardholder is entitled to terminate the Card by returning it to the Bank if he does not accept any such amendment. Otherwise, the terms and conditions as altered, amended and/or added to shall be effective and binding on the Cardholder.
25. No person other than the customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
26. These terms and conditions shall be construed and governed by the laws of Hong Kong Special Administrative Region. The parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

The English version of these terms and conditions shall prevail whenever there is a discrepancy between the English and the Chinese versions.

PB Card Interbank Transfer Terms and Conditions

The PB Card can be used on ATM of the Bank or any other JETCO member bank in The Hong Kong Special Administrative Region to effect Interbank Transfer Service and the use of such service shall be subject to the following terms and conditions:

1. The Cardholder's account will be debited by the Bank on receipt of the interbank transfer request.
2. Receiving banks may credit received funds to the payee accounts at different times and the Bank shall not be responsible as to when the transferred funds will actually be credited to the payee accounts.
3. The Bank shall not be responsible in any circumstances to recover any amount paid to the receiving banks and shall not be responsible if any receiving bank fails for any reason to pay the transferee.
4. The Cardholder acknowledges that funds transfers to third party accounts involve risks, for example, in the event of payments to unauthorized third party accounts.
5. The Bank has the right at any time to reverse any credit to the Cardholder's account if the paying bank fails for any reason to make payment to the Bank.
6. If a receiving bank is in default in the interbank settlement before the Cardholder's payment has been made to such receiving bank, the payment would not be made and the debit entry in the Cardholder's account would accordingly be reversed.
7. Where funds are received through an ATM from the paying bank for the Cardholder's account, the Bank will credit the funds to the Cardholder's account in accordance with the Bank's practice from time to time.

The English Version of these terms and conditions shall prevail whenever there is a discrepancy between the English and the Chinese versions.

Effective from 10 October 2017.



大眾銀行(香港)
PUBLIC BANK (HONG KONG)
(馬來西亞大眾銀行附屬公司 A subsidiary of Public Bank Berhad, Malaysia)