

The Wing On Department Stores (Hong Kong) Limited

Charge Cardmember Agreement

Important: Before you sign or use the enclosed Wing On Charge Card, read this Agreement thoroughly, because by signing, using or accepting the Charge Card you will be agreeing to all the terms and conditions contained in this Agreement. Your use of the Charge Card will be governed by this Agreement. If you do not wish to be bound by this Agreement, cut the Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted this Agreement. You should not use the Charge Card after the period of validity printed on the face of the Charge Card.

1. Definitions

As you read this Agreement, remember the words “you”, “your” or “cardmember” mean any person to whom one or more Wing On Charge Cards are issued and, where the context permits or requires, include Supplementary Cardmembers, and their respective personal representative and lawful successors. The words “we”, “our”, “us” or “Wing On” refer to The Wing On Department Stores (Hong Kong) Limited, and their respective successors and assigns.

If you are the individual who asked us to issue one or more Wing On Charge Cards, you will be called the “Main Cardmember” and you will have an account with us which we call your “Charge Card Account”. The Charge Card we issue to you will be called the “Main Card”. If you have received a Charge Card at the request of a Main Cardmember for use in connection with the Main Cardmember’s account, you will be called a “Supplementary Cardmember”, and the Card issued to you will be called a “Supplementary Card”.

When we use the terms “Card”, “Charge Card” or “Wing On Charge Card”, we are referring to the Charge Card issued to you and all other Charge Cards issued on your Charge Card Account.

2. Credit Limit

We may designate such credit limit to your Charge Card Account as we may from time to time determine at our discretion. You agree to observe strictly such limit but may apply to us for a review of the credit limit at any time.

3. Liability for Charges

Your Charge Card Account will be debited with purchases of goods and/or services effected by the use of the Card, service charge for late payment and other charges and all costs and expenses (including, without limitation, legal fees on a full indemnity basis and costs of engaging collection agents) incurred by us in enforcing this Agreement and/or recovering any sum owed by you (collectively referred to as “Charges”). Your failure to sign any credit sales voucher/slip will not relieve you from liability to us in respect thereof.

The Main Cardmember is liable to us for all Charges on the account, including those made in connection with the Main Card and those made in connection with any Supplementary Cards (irrespective of any dispute between the Main Cardmember and the Supplementary Cardmembers). In case of cancellation by the Main Cardmember of the Supplementary Card, the Main Cardmember shall remain liable to us for all Charges in connection with the Supplementary Card. You must notify us immediately of any change in billing address.

If you are a Supplementary Cardmember, you are liable to us, jointly and severally, with the Main Cardmember, for all Charges made in connection with the Charge Card issued to you.

You agree to pay promptly in full the Amount Due shown on the monthly statement on or before the Payment Due Date or otherwise upon demand by us.

4. Monthly Statement

We will send to the Main Cardmember a monthly statement for each billing period during which there is any activity or balance on the Charge Card Account. The statement will identify Charges, payment and credits to your account during the billing period. The statement will also indicate to you the Amount Due and Payment Due Date.

The time between successive monthly statements will vary depending

upon the number of business days in the month. You agree to notify us in writing of any alleged omission from or error on the statement within 30 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct except for any amount which has been improperly credited to the account.

5. Payment

Payment of the Amount Due or any part of it may be effected by such means acceptable to us and will be accepted subject to our regular business practices and procedures. We may apply your payment in whichever order we may, at our discretion, determine.

We may accept late payment, partial payment, or any cheque or money order marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payment, this does not mean we agree to change this Agreement in any way.

6. Service Charge for Late Payment

If we do not receive the Amount Due shown on the monthly statement by the Payment Due Date, your account will be subject to a service charge for late payment at such rate(s) as we may from time to time prescribe at our discretion. The service charge will be debited to your account on the following statement date.

7. Use of Cards

You agree to sign the Card immediately upon receipt and to be fully responsible for any failure or delay in so doing. You will not permit other person to use the Card issued to you for purchases of goods and/or services, for identification, or for any other reasons. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not affect your liability to us for payment of all purchases made with the Card issued to you. You agree to ensure that any Supplementary Cards issued in connection with your account are used in a manner consistent with this Agreement.

We reserve the right to deny authorization of any Charge for any reason.

8. Lost or Stolen Card

Immediately upon discovery of loss or theft of the Card, you must give notice in writing to us addressed to us at such location as we may from time to time notify. Upon reporting the loss or theft, you will not be liable for any purchases of goods and/or services effected after we actually receive the loss or theft report provided that you have acted in good faith, exercised reasonable care diligence in safe-keeping the Card and reported the lost or theft immediately. Notwithstanding the foregoing, we may at our discretion act on any oral notice purportedly given by you and any of our actions so taken does not render us liable to you or otherwise discharge any of your liability.

9. Default

We may consider your Charge Card Account to be in default at any time if you fail to pay us the Amount Due when it is due, if you attempt or permit anyone else to attempt to exceed your Credit Limit, or if you breach any other promise or obligation provided under this Agreement.

Subject to applicable law, we may also consider your Charge Card Account in default at any time if any statement made to Wing On by you in connection with this Charge Card facility or service was false or misleading, if you breach any other agreement that you may have with us or with any of our affiliates, or if we have any reason to believe you may not be able to meet the obligations under this Agreement.

Upon your default and subject to applicable law, you agree to indemnify us fully against all costs and expenses, including, without limitation, collection agency fees, solicitors’ fees, incurred by us (a) in collecting the balance due, if any, whether or not suit is brought against you, and (b) in protecting ourselves from any harm that we

may suffer as a result of the default. We may also, upon default and subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Charge Card Account facilities. We are entitled to continue to charge service charge for late payment on any unpaid sums.

10. Cancellation/Termination

You may cancel or terminate the Card at any time by giving written notice to us and returning the Card and any Supplementary Cards at the same time such cancellation or termination to be effective upon our actually receiving such notice and Cards. Where any Supplementary Cards are issued on the Main Cardmember’s account, the Main Cardmember or any Supplementary Cardmember may cancel or terminate the relevant Supplementary Card by giving written notice to us and returning the relevant Supplementary Card at the same time such cancellation or termination to be effective upon our actually receiving such notice and Card. Notwithstanding the foregoing, we may at our discretion act on any oral notice purportedly given by you and any of our actions so taken does not render us liable to you or otherwise discharge any of your liability.

We may cancel, terminate, withdraw or revoke any Card at any time without prior notice and with or without cause.

Upon cancellation or termination of the Card by you or by us or on the Cardmember’s bankruptcy or death, all sums owing to Wing On by you under this Agreement (whether debited to the Charge Card Account or not and whether incurred or discovered before or subsequent to such cancellation or termination) shall become immediately due and payable without demand and (where applicable) upon incurrence or discovery of the relevant indebtedness. You or (if applicable) your estate shall be liable for settling such sums. We are entitled to continue to charge service charge for late payment on any unpaid sums.

11. Renewal and Replacement Cards

The Charge Card will be valid until the expiration date printed on the face of the Charge Card. You can request us to issue to you a renewal or replacement Card before the current Card expires. If you are the Main Cardmember, you can also request us to issue to any Supplementary Cardmembers renewal or replacement Supplementary Cards before the current Supplementary Cards expire. We will continue to issue renewal or replacement Card and Supplementary Cards until you tell us to stop. In situations where the Main Cardmember advise us to cancel the Supplementary Cards, we will cancel the Cards immediately, but the Main Cardmember are still responsible to retrieve the Cards from the Supplementary Card holders, cut the Cards into two halves and return them to us.

12. Fees and Expenses

We are entitled to prescribe, from time to time, fees and expenses payable in respect of the use of the Card. We are also entitled to debit such fees and expenses to the Charge Card Account when due.

13. Privacy Ordinance Notice and Consent

You authorize us to contact your employer, banks, credit reporting agencies, credit bureaus and/or any other information sources and to obtain, exchange and disclose any information we may require to operate your account. You authorize us to compare information provided by you with other information collected about you for checking purposes or to produce more data. We may use the results of such comparisons for the purposes of taking any action including actions which may be adverse to your interests, for example denying authorization for use of the Charge Card or canceling the Charge Card Account.

You authorize us to disclose information about your account confidentially to (i) reputable third parties employed by us to provide us with administrative services in connection with the operation of customer accounts and marketing of account services; (ii) other companies in the Wing On group and (iii) to any third parties whose name or logo appears on the Charge Card. Such transfers are necessary to ensure efficient provision of Cardmember services.

You are entitled at any time to request access to information held by us 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 such request. Request should be made in writing to the Head of Charge Card Department, whose address is shown on letters/monthly statement.

14. Changes in and Severability of this Agreement

We have the right to assign this Agreement and/or Charge Card Accounts to our affiliates or to any financial institution(s) at any time.

Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of such provisions is or become illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, or if we fail to exercise or delay the exercise of any of our rights under this Agreement or if we waive our rights on any given occasion, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

We may revise this Agreement and/or introduce additional terms and conditions from time to time and such revision and/or addition shall become effective when displayed, advertised or brought to your attention by such means as we think fit and shall be binding on you if you continue to use the Card after the effective date thereof. The Main Cardmember agrees to provide this Agreement and all amendments and notifications to all Supplementary Cardmembers using the Main Cardmember’s account.

15. Ownership of the Card

The Card issued to the Cardmember remains our property and we can revoke the Cardmember’s right to use it at any time. We can do this with or without notice. If we revoke the Card or it expires, you must return it to us if we request. You may not use the Card after its expiration or revocation. The revocation, repossession or request for the return of the Charge Card is not, and shall not constitute, any reflection on the Cardmember’s character or credit worthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Card.

16. Notices

Any monthly statement, notice or other communication given to you hereunder is deemed to have been received by you two days after posting to your address last known to us. Items are sent to you at your risk. All notices or other communications sent to us are deemed to have been delivered to us on the day of actual receipt.

17. Language and Law

This Agreement shall be construed and the provision and use of Card facilities shall be regulated in accordance with Hong Kong Law. If there is any difference between the English language text of this Agreement and the Chinese language text, for all purposes the English language text shall be conclusive.

18. Third Party Right

It is expressly provided that the Contracts (Rights of Third Parties) Ordinance shall not apply to this Agreement and nothing herein will create rights under the said Ordinance.