Ace Way Company
捷 惠 公 司

電話: 8100 3998　傳真: 2807 3957
電郵地址: customer@acewayco.com

埃索油咭申請表

申請人 現爲 **香港會計師公會 HKICPA** 之會員

申請人資料

申請人姓名 _____ (先生) (女士)　英文姓名 _____

住宅地址 (郵箱恕不接納) _____

手提電話 _____
住宅電話 _____
公司電話 _____
傳真號碼 _____

電郵地址 _____

香港身份証 _____　職業/業務(年資) _____ (　　年)　申請人是 □自僱 □合夥 □僱員

在業公司名稱 _____ (申請人若需要帳單發予在業公司)　商業登記號碼 _____

申請油咭之車輛及所需文件

登記車牌	油咭號碼 (由供貨商填寫)	類別：私家車、van、巴士(座位)、貨車(噸位)	若申請人非車主，申請人與車主的關係	登記車牌	油咭號碼 (由供貨商填寫)	類別：私家車、van、巴士(座位)、貨車(噸位)	若申請人非車主，申請人與車主的關係
1.				6.			
2.				7.			
3.				8.			
4.				9.			
5.				10.			

申請表及付款授權書需連同下列文件影印本郵寄：捷惠公司 (新界 元朗郵政局 郵箱 1669 號)

- ✓ 身份證 及 住址證明 (如電費單、銀行結帳單等)
- ✓ 商業登記證 (帳單發予申請人的公司才需遞交)
- ✓ 車輛牌照登記 (正面)
- ✓ 直接付款授權書 (銀行轉帳)
- ✓ 會員咭及號碼：_____
  日後不再是 HKICPA 會員，須通知捷惠公司

申請人聲明及確認

(1) 申請人向捷惠公司(供貨商) 申請開立帳戶以使用供貨商提供的油咭以掛帳方式購買貨品，以及向供貨商訂購其他貨品在特定地點交收。

(2) 申請人明白供貨商處理申請是基於申請人所提供的資料，申請人保證申請人及擔保人：(i)沒有破產紀錄，亦沒有破產事宜正在進行中；(ii) 並非無能償債者。申請人證實申請表內的資料均屬真確，不論申請成功與否，申請人所提交的文件全部不獲退回。

(3) 申請人承諾遵照供貨商在按期發出交易帳單上所訂明的付款期限日或之前繳付全數總應付金額；倘拖欠付款，申請人須負責所有因欠款引致的相關費用，貨品折扣優惠亦會即時被扣減或取消。

(4) 就《個人資料(私隱)條例》申請人同意供貨商可因一般的業務需要、追收帳款、對擔保人的知情權、申請人所屬團體若需供貨商按會員用量回贈、銷售自家代理的服務/產品、法律需要及公眾責任，向相關人士收集、披露、使用及轉移申請人現在及將來的資料。

(5) 申請人已詳閱及完全明白本申請表所列的全部條款及細則(合稱條款)，申請人願意接受條款的約束及承擔所有相關的法律及債務責任。申請人證實並沒有把供貨商所訂的申請表條款內容擅自作出任何修改。

不接受簡簽，請亦在後頁簽署。
請用留存在轉帳銀行之印鑑簽署。
如有塗改，請在旁加簽。

申請人簽署 ◆ _____　簽署日期 _____

捷惠公司專用	申請人所屬團體	介紹人	客戶號碼

條 款 及 細 則

(1) 捷惠公司(包括捷惠公司直接或間接聯營公司、承繼人及受讓人統稱為供貨商)接受申請人之申請後，設立“客戶帳戶”提供申請人(亦稱客戶)及/或其公司使用油公司的油咭在本港各有關油站以掛帳方式購買貨品；以油公司之發售價為基礎，供貨商給予客戶折扣優惠，但有權隨時更改或取消任何優惠而毋須事先通知客戶；供貨商亦會在特定地點銷售其他貨品給客戶。

(2) 客戶須絕對接受有關油公司/生產商提供的貨品品質、適用性、液量/重量及交易記錄，供貨商不需對此負責。客戶亦同意妥善遵守油公司所訂的入油交易規條(詳情可向有關油站查詢)。

(3) 客戶有責任遵照供貨商所發出結帳單(帳單)上訂明的付款期限日或之前繳付全數總應付金額(帳款)，及承擔本申請表所列的全部條款及細則(合稱條款)的所有相關法律及債務責任。總應付金額包括客戶須向供貨商負責支付的全部未付交易金額及前單欠款、各項相關事務費、逾期費(包括利息及欠款處理費)及所有因追收欠款而引致的費用(追討費)，包括但不限於法院收取的訟費、律師費、催收公司費、供貨商入稟法院立案訴訟處理費及或其代表出席法院追收欠款之處理費。

客戶按時付款，毋需支付逾期費；倘到期而有未清付的金額，則連同未發帳單的交易金額即時到期成為欠款，供貨商有權在下一期帳單就欠款向客戶收取逾期費，當期帳單的免息期亦即時被取消(免息期是交易日至付款期限日)。供貨商發單收取逾期費並不代表供貨商接受拖欠。供貨商絕對有權隨時按認為適當的辦法追收欠款，包括但不限於提出訴訟、聘用催收公司，毋須事先通知客戶及毋須負上任何責任。

帳單上的逾期費是按欠款金額及拖欠的時間計算；拖欠的時間是由前一期帳單上的截數日期起計，倘拖欠半個月的利率是1.5%；倘拖欠一個月的利率是3%；逾期費在每期帳單計算一次及收取一次，直至全數欠款清還為止；逾期費以最低港幣100元為準。催收公司費按收到客戶還款金額之約40%收取，先扣除催收公司費餘額才償還欠款。客戶亦須支付給供貨商入稟法院立案訴訟處理費港幣2,000元及就出席法院的日數支付每日港幣2,000元，不足一日亦作一日計算。

(4) 客戶可為現在及將來所增加或更換的車輛申請使用油咭，有關車輛不須為屬客戶所擁有；客戶亦可要求在供貨商所設立的同名客戶帳戶分配多於一個客戶帳號，或發帳單予客戶指定的公司，客戶必須對該等相關交易及費用負責，以及受條款所約束。

(5) 在附加而並不影響及損害所有條款賦予供貨商不時可行使的權利(如抵銷權及留置權)，客戶或第三者提供的任何抵押(不論其後抵押有所增加或減少)都為供貨商持續性地持有用以償還客戶的結欠除非客戶清還全數欠款，供貨商唯一及絕對唯一有權隨意自行分配全部或部份抵押的變現值及客戶已付而未入帳的款項，共同或個別用於償還客戶及其有關公司欠負貨商的任何帳款，毋須事先通知客戶。在實際可行情況下，供貨商退回抵押，不須附計任何利息。

(6) 客戶有任何資料更新或要求，應在10天前函告供貨商；凡供貨商根據最近錄存不論郵寄/電子傳輸/傳真函件，均視作已在3天內寄達/傳達給客戶。客戶須核對帳單，如有任何疑問，客戶必須於發單後一個月內函告供貨商，否則帳單所列帳項視作正確無誤，作為客戶欠負供貨商的最終證明及對客戶具約束力。每份索取的入油單據及帳單副本供貨商會收取港幣150元作文件處理費；索取一個月內所發的帳單副本則是免費。供貨商建議客戶在每次入油後及付款後保留單據，以便核對每期帳單。在任何爭議有待解決時，客戶不得扣減任何帳項。

(7) 客戶應妥善保管及使用油咭，不得把油咭密碼告知他人。油咭必須由客戶或其授權人自用，不得轉售、轉借或作任何違法用途。若客戶出售或轉讓或停用車輛，應立即通知供貨商，並交還有關油咭。發現油咭遺失、失竊或未獲授權被使用，客戶應盡快向供貨商報失，並以書面證實，客戶仍須對報失後3個工作天以前該油咭所涉及的任何交易全數負責，及承擔一切因未經授權交易引致供貨商蒙受的損失。

(8) 供貨商有權隨時更改、修訂或增刪任何一項或部份條款、利率及收費，客戶在被通知後繼續使用油咭或訂購貨品，則該等更改、修訂或增刪對客戶具有不可推翻的約束力。

(9) 供貨商有絕對凌駕權在任何情況下終止客戶使用其提供的油咭而毋須事先知會客戶、毋須負上任何責任。客戶亦有權於任何時間終止使用油咭。不論油咭因何原因被終止使用，不論在沒有交易時有沒有繼續發出帳單，條款對客戶及擔保人之有效性及約束性不會因此而受影響、損害或解除。終止使用油咭時，客戶應立即交還油咭給供貨商，所有帳款即時到期付款，客戶須立即清還全數，否則供貨商會以追收欠款事宜處理。

(10) (i)供貨商可毋須事先知會客戶及擔保人亦毋須負上任何責任，唯一及絕對有權隨時按認為適當而給予客戶寬限或寬容、終止油咭使用、終止油咭使用後重新啟動、改變擔保人的組成、解除或增加或減少或動用或分配或變現全部或某部份抵押、或與客戶訂立其他債務協議，條款對客戶及擔保人之有效性及約束性不會因此而受影響、損害或解除。

(ii)儘管供貨商有任何疏忽、不行使、局部行使或延誤執行條款的情況，不得將此解釋為供貨商對任何條款撤銷或放棄執行權利。如果條款有任何一項或部份與法律有抵觸、無效或不能執行，餘下條款之有效性及約束性亦不會因此而受影響、損害或解除。

(11) 本條款及細則受香港特別行政區的法律管轄。

本人/本公司(即申請人/客戶)完全明白本申請表的全部
條款及細則 並願意接受全部條款及細則所約束:

◆

申請人簽署　　簽署日期:

簽署人姓名:

直接付款授權書 DIRECT DEBIT AUTHORISATION

APC103 Sht 8/93R B (F00)

收款之一方 *(受益人)* Name of party to be credited *(The Beneficiary)*	銀行編號 Bank No.	分行編號 Branch No.	收款賬戶號碼 Account No. to be credited
Ace Way Company 捷惠公司	0 0 4	4 9 9	8 7 3 6 3 6 8 3 8

本人/吾等現授權本人/吾等之下述銀行，(根據受益人不時給予本人/吾等銀行之指示) 自本人/吾等之賬戶內轉賬予上述受益人。
本人/吾等同意本人/吾等之銀行毋須證實該等轉賬通知是否已交予本人/吾等。
如因該等轉賬而令本人/吾等之賬戶出現透支 (或令現時之透支增加)，本人/吾等願共同及各別承擔全部責任。
本人/吾等同意如本人/吾等之賬戶並無足夠款項支付該等授權轉賬，本人/吾等之銀行有權不予轉賬，且銀行可收取慣常之收費，並可隨時以一星期書面通知取消本授權書。
本授權書將繼續生效直至另行通知為止或直至下列到期日為止 (以兩者中最早之日期為準)。
本人/吾等同意，本人/吾等取消或更改本授權書之任何通知，須於取消/更改生效日最少兩個工作天之前予本人/吾等之銀行。

I/We hereby authorise my/our below named Bank to effect transfers from my/our account to that of the above named beneficiary in accordance with such instructions as my/our Bank may receive from the beneficiary from time to time
I/We agree that my/our Bank shall not be obliged to ascertain whether or not notice of any such transfer has been given to me/us.
I/We jointly and severally accept full responsibility for any overdraft (or increase in existing overdraft) on my/our account which may arise as a result of any such transfer(s).
I/We agree that should there be insufficient funds in my/our account to meet any transfer hereby authorised, my/our Bank shall be entitled, in its discretion, not to effect such transfer in which event the Bank may make the usual charge and that it may cancel this authorisation at any time on one week's written notice.
This authorization shall have effect until further notice or until the below written expiry date (which shall first occur).
I/We agree that any notice of cancellation or variation of this authorisation which I/we may give to my/our Bank shall be given at least two working days prior to the date of which such cancellation/variation is to take effect

*** 如有塗改，請在旁加簽 *Any alternation must be signed.* ***

本人/吾等之銀行名稱 My/Our Bank Name	銀行編號 Bank No.	分行編號 Branch No.	本人/吾等之賬戶號碼 My/Our Account No.

本人/吾等在結單/存摺上所紀錄之名稱 My/Our Name as recorded on Statement/Passbook	本人/吾等在結單/存摺上所紀錄之地址 My/Our Address as recorded on Statement/Passbook

到期日 *(請參閱下列各點)* Expiry Date *(See notes below)*	D D M M Y Y	本人/吾等之簽名 My/Our Signature(s) ✓	日期 Date

債務人之姓名 *(若非賬戶持有人)* Name of Debtor *(if other than account holder)*	債務人之參考 *(由供貨商填寫)* Debtor's Reference *(Filled by the supplier)*

以下由銀行填寫 For Bank Use Only	Signature Verified

注意：本授權須待貴銀行確認後才生效，請依照帳單上列明的方式付款。

Note : This authorisation shall be effected upon vertification by the Bank. Please follow the payment method stated on the statement.

1) 本直接付款授權書將於「到期日」一欄中所填寫之日期自動撤銷。如貴戶意欲本直接付款授權書無限期有效 (或直至貴戶予以撤銷為止)，則請將該欄留空。
2) 請保證貴戶在此授權書內之簽名，與銀行賬戶所簽者完全相同。
3) 在債務人之參考欄內，請將貴戶與受款一方之關係，略予說明，例如學生編號，抵押合約號碼或租務合約號碼等。

1) This Direct Debit Authorisation will be cancelled automatically on the date included in the box marked 'Expiry Date'. If you wish the Direct Debit Authorisation to have effect indefinitely (or until cancelled by you) please leave the box blank
2) Please ensure that you sign the form in the usual way that you would sign on your Bank Account.
3) In the box marked 'Debtor's Reference' enter the identifying reference between yourself and the party to be credited i.e. student number, mortgage agreement number, rental agreement number, etc.

** 請刪去不適用者 Delete whichever is not appropriate.*

填寫本表格中間位置的項目（如有塗改，請在旁加簽）：

* 填上銀行名稱及編號(例如恒生是 024，匯豐是 004)。若不清楚可向本公司查詢。

* 在 ✓ 的位置簽署，簽署的式樣須與銀行紀錄相同。

* 不須填寫：用戶的地址、到期日、債務人之姓名及參考。

Esso Fleet Card Terms & Conditions

The use of the Fleet Card (the "Card") issued by ExxonMobil Hong Kong Limited ("EMHK") is subject to the following Terms and Conditions:

1. The person or entity to whom the Card is issued (the "Customer") may only use the Card for the purchase of petroleum products or any other products or services (the "Products") that may be available for sale at any service station designated by EMHK from time to time, and which the Customer has agreed by way of choice of options (the "Options") in the application form of the Card, to be purchased and charged to the Card. EMHK shall not, under any circumstance or in any way whatsoever, be bound to ensure the availability or provision of the Products or be liable in the event of non-availability or non-provision.
2. The Card shall only be valid for use within the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").
3. The Card is, and will be at all times, the property of EMHK.
4. The Card is not transferable.
5. The Customer declares that all information given in the Card's application form and all information that may be provided to EMHK as and when required by EMHK is or will be true, accurate and complete. The Customer agrees to provide EMHK with all such information as may be required by EMHK from time to time for purposes of the application and all other matters relating to the Card and understands all information provided by the Customer will be used and relied upon by EMHK for the said purposes.
6. The Customer agrees that EMHK is entitled to obtain information relating to the Customer from any third parties at any and all times, including without limitation conducting checks with any credit reference agency.
7. The Customer shall use the Card only at the service stations designated by EMHK from time to time. The Customer shall produce the Card to the attendant at the service station whenever the Customer wishes to make a purchase. The attendant will return the Card to the Customer together with a statement of the Products purchased on that occasion should the Customer so requests. The Customer shall be deemed to accept the details on the statement as correct unless the Customer raises an objection before leaving the service station. In case no statement is requested, the Customer shall automatically be deemed to accept details of the transaction as correct.
8. The Customer acknowledges that if the vehicle number is not embossed on the Card, the Card may be used by anyone who presents it to the attendant at the service station, and that EMHK has no obligation to verify the identity of the user(s).
9. The Customer acknowledges that if the vehicle number is embossed on the Card, EMHK will only verify the vehicle number when the Card is presented to the attendant at the service station.
10. Subject to paragraph 20 hereof, the Customer shall be responsible and pay for all transactions effected by use of the Card (and where multiple Cards are issued to the Customer, the Cards), whether authorised by the Customer or not.
11. EMHK will maintain an account for the Customer (the "Credit Account") to which all purchases of the Products effected by use of the Card (the "Credit Transaction") during a 30-day period or such other period as may be set by EMHK will be debited. Where multiple Cards are issued to the Customer, EMHK may debit the purchases of the Products effected by use of such Cards with the same Credit Account maintained for the Customer. An invoice (the "Invoice") will be sent to the Customer monthly detailing the amount outstanding on the Credit Account. EMHK may appoint a service provider (the "Collection Service Provider") as agent for the collection of payment with respect to the Card(s) and EMHK may notify the Customer details of the Collection Service Provider from time to time. The amount stated in the Invoice will become due and payable in full by the Customer within 15 days (or such other number of days as may be determined by EMHK from time to time) of the expiry of the said 30-day period (or such other period set by EMHK). The Customer shall notify EMHK or Collection Service Provider (if appointed) of any error in the Invoice within 14 days of the date of the Invoice. Otherwise, the Invoice shall be considered correct and shall be conclusive evidence of the amount due from the Customer to EMHK. EMHK may require the payment to be made by direct debit, autopay or any other method as it may notify the Customer from time to time.
12. The Cardholder shall settle promptly and in full all payments due and owing to EMHK and shall not under any circumstances whatsoever withhold any payments pending resolution of any dispute that the Cardholder may have including but not limited to disputes relating to the Vehicle Profiles Function.
13. If full payment is not received on or before the due date stated in the Invoice, EMHK and/or the Collection Service Provider (if appointed) reserve the right to impose on the Customer a late payment charge on all outstanding amounts at the rate of one and a half (1.5) percent per month and prorated for part thereof, until time of receipt of payment.
14. EMHK may require the Customer to provide security from time to time to secure all or any amounts due from the Customer, sales credit limit that may be granted to the Customer and due observance and performance of the obligations of the Customer under these Terms and Conditions and the Fleet Card Agreement (if any). The security shall be in such form and substance satisfactory to EMHK and for such amount as may be required by EMHK from time to time. EMHK shall be entitled to apply the security to settle all or any amounts due from the Customer and to cover all losses and damages that may be suffered by EMHK due to failure of the Customer to observe or perform any of its obligations under these Terms and Conditions and the Fleet Card Agreement (if any). Provided the Customer has duly settled all amounts and observed and performed all its obligations under these Terms and Conditions and the Fleet Card Agreement (if any), the security will be returned to the Customer, without interest, as soon as practicable after termination of use of the Card.
15. EMHK may appropriate any payment made by the Customer and apply it in total or partial satisfaction of any debt then due from the Customer to EMHK. Where the amount paid by the Customer is less than the amount due to EMHK hereunder, EMHK may appropriate the payment to any individual supply made hereunder. The Customer hereby authorises EMHK at any time by written notice to the Customer to apply any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled on any account, or which is held to the Customer's order, in or towards satisfaction of any sum then due from the Customer to EMHK and unpaid. EMHK shall not be obliged to exercise its rights of set-off and appropriation under this paragraph, which are without prejudice to and in addition to any other rights or lien to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).
16. The Customer shall observe the sales credit limit assigned to the Card although EMHK may from time to time allow the limit to be exceeded at its discretion.
17. EMHK may agree with the Customer on the amount of fixed rebates and/or discounts that may be enjoyed by the Customer in respect of the Credit Transactions and such agreement shall be evidenced in writing. In the absence of such an agreement in writing, EMHK may, at its sole discretion, offer to the Customer from time to time rebates and/or discounts for the Credit Transactions and EMHK reserves the right to revise or terminate such rebates and/or discounts at any time without notice to the Customer.
18. Any request for alteration of the Options by the Customer shall be made in writing. EMHK shall have absolute discretion to accept or reject such alteration. EMHK reserves the right to alter or cancel any or all of the Options from time to time upon notice to the Customer.
19. The Customer shall notify EMHK promptly in writing of any change in the Customer's office or residential address or any sale or transfer of the Customer's vehicle(s) in respect of which a Card has been issued.
20. The Customer shall keep the Card and the personal identification number (if applied for) used in relation the Card secure. Any loss or theft of the Card and/or any loss, theft or disclosure of the personal identification number shall be reported to EMHK's Card Centre hotline immediately by telephone and confirmed in writing within 3 business days. Notwithstanding such loss, theft and disclosure, the Customer shall be responsible for all Credit Transactions effected by use of the Card up to and including the first business day after EMHK has received the loss, theft or disclosure report from the Customer in writing to EMHK.
21. EMHK reserves the right to impose on the Customer a fee EMHK may fix from time to time for the issuance of a replacement card either as a result of the Card and/or the personal identification number having been lost, stolen or disclosed or, the alteration of the Options.
22. EMHK may at its discretion and without giving any reason therefor cancel the use of the Card at any time. Upon receipt of notice from EMHK, the Card shall be immediately returned to EMHK.
23. Without limiting the generality of paragraph 23 hereof, EMHK reserves the right not to accept the Card if the Customer commits a breach of any of the terms stated in these Terms and Conditions and/or Fleet Card Agreement (if any) and EMHK shall not be responsible for any loss if the Card is not honoured for any reason whatsoever.
24. The Customer may terminate the use of the Card at any time upon giving prior written notice to EMHK accompanied by the return of the Card. Returned Card shall be cut in two. The Customer shall remain liable for all Credit Transactions effected by use of the Card and all charges up to the date on which EMHK receives the return of the Card which shall have been duly cut in two.
25. The whole of the outstanding balance on the Credit Account together with the amount of any outstanding Credit Transactions effected but not yet charged to the Credit Account shall, notwithstanding any other terms of these Terms and Conditions, become immediately due and payable in full to EMHK or the Collection Service Provider (if applicable) on the termination of the Fleet Card Agreement (as defined below) (if any) or the use of the Card or on the petition for the Customer's insolvency, bankruptcy, liquidation or the Customer's death. If the Customer fails to pay any amount when due, EMHK and the Collection Service Provider (if applicable) may incur legal, collection or other expenses in recovering such outstanding amount from the Customer and the Customer shall be liable for all costs and expenses incurred by them.
26. The Customer (acting for himself and (if applicable) for each of the Customer's partner(s)) hereby authorise EMHK and any person set out in (a) to (d) below to obtain from, provide and transfer to (a) any person in or outside Hong Kong who provides administrative, payment, collection or other services (the "service provider") to EMHK and its affiliates; (b) any proposed or actual participant, assignee or transferee of all or any part of EMHK's operation or business (including without limitation the Card programme and the Credit Account); (c) any other person under a duty of confidentiality to EMHK; and (d) any person who has a legitimate interest to be informed of such data and information, any of his or their personal data and information collected at any time and from any source. EMHK and any of the above persons may utilise such data and information for all purposes in relation to the Card and in the course of any business carried on by them including without limitation for the purposes of designing and marketing any services or products. The Customer and, if applicable, the Customer's partners may by written notice require EMHK or any of the above persons to cease to use such data and information for direct marketing purposes. Any amendment to such data and information is to be sent to EMHK or any service provider as may be notified by EMHK from time to time.
27. All conditions and warranties, whether expressed or implied and whether arising under any law, regulation or otherwise, as to the condition, suitability, quality, fitness or safety of the Products are expressly excluded to the extent permitted by law.
28. Without limiting the other provisions of these Terms and Conditions, EMHK shall not be liable for any loss or damage suffered by the Customer due to any delay or failure in replacing the Card and/or any breakdown or failure of machinery, system or processor, industry dispute, war, act of God, system failure and anything beyond the control of EMHK.
29. EMHK shall not be liable for any loss or damage caused to the Customer arising from any act or omission of the operator of any service station designated by EMHK, EMHK's appointed agents, contractors and/or suppliers including without limitation, any refusal to honour or accept the Card. Any dispute or claim the Customer may have with or against the operator of EMHK's designated service station, EMHK's appointed agents, contractors or suppliers shall not affect the performance by the Customer of its obligations under these Terms and Conditions.
30. All the rights, interests and powers of EMHK hereunder shall remain in force notwithstanding any neglect, forbearance, partial exercising, or delay in the enforcement or exercising thereof and EMHK shall not be deemed to waive or forego any of its rights or any provision hereof or any notice given hereunder unless such waiver is in writing.
31. Where there is a subsisting fleet card agreement entered into between EMHK and the Customer (the "Fleet Card Agreement"), in case of inconsistency between the Fleet Card Agreement and these Terms and Conditions, the terms contained in the Fleet Card Agreement shall prevail.
32. EMHK reserves the right to add to, delete and/or to vary any of these Terms and Conditions upon notice to the Customer. Use of the Card by the Customer after the effective date of any change in these Terms and Conditions shall constitute acceptance without reservation by the Customer of such change. If the Customer does not accept any proposed change, the Customer shall return the Card to EMHK prior to the effective date of such change.
33. EMHK may, upon written notice to the Customer but without the Customer's consent, assign all or any portion of its rights and benefits hereunder or transfer all or any portion of its obligations hereunder to any person.
34. These Terms and Conditions shall enure for the benefit of EMHK and its successors and assigns and shall be binding upon the Customer and its successors and personal representatives.
35. Any notice by EMHK hereunder shall be in writing and shall be served on the Customer by post or by means of an advertisement in any daily newspaper in Hong Kong. A notice shall be deemed to have been served on the Customer (i) if by post, three days of posting to the address last notified in writing to EMHK by the Customer and (ii) if by daily newspaper in Hong Kong, the day the notice is advertised in the daily newspaper is Hong Kong.
36. These Terms and Conditions are written in both English and Chinese. In case of inconsistency between the English version and the Chinese version, the English version shall prevail.
37. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

Esso

We're drivers too.

FCTC1006

Esso 車隊咭條款及條件

由埃克森美孚香港有限公司(下稱 "埃克森美孚香港")發出的車隊咭(下稱 "車隊咭")的使用受下列條款及條件所規範:

1. 獲發車隊咭的人士或實體 (下稱 "客戶")僅可使用車隊咭購買在埃克森美孚香港不時指定的油站所提供、而已由客戶透過其在車隊咭申請表所列選擇事項 (下稱 "選擇事項")所作出的選擇同意以車隊咭購買和記帳的石油產品或其他產品或服務 (下稱 "產品")。不論在任何情況下或任何方式下，埃克森美孚香港概無實任須確保產品的供應或提供，亦毋須就沒有產品的供應或提供而承擔任何責任。
2. 車隊咭僅在中華人民共和國香港特別行政區("香港")境內有效使用。
3. 車隊咭在現時及將來的任何時間均為埃克森美孚香港的財物。
4. 車隊咭不可轉讓。
5. 客戶聲明在車隊咭申請表內及在埃克森美孚香港要求時所提供的所有資料均為真實、準確及完整。客戶同意提供給埃克森美孚香港不時要求之所有資料用作申請目的以及一切與車隊咭計劃有關的事項，並明白客戶所提供之一切資料會被埃克森美孚香港就上述目的使用和依賴該等資料。
6. 客戶同意埃克森美孚香港可在任何時間隨時向任何第三方獲取有關客戶的資料，包括但不限於向任何信貸資料機構進行查詢。
7. 客戶僅可在埃克森美孚香港不時指定的油站使用車隊咭。客戶在購買產品時應向油站職員出示其車隊咭。客戶如作出要求，油站職員將車隊咭交回客戶時會連同該次所購產品的單據一併交回。除非客戶在離開油站前向職員提出異議，否則視作客戶已接納該單據上的資料為正確無誤。若客戶沒有要求發出單據，則客戶自動被視作已接納該項交易的詳情為正確無誤。
8. 客戶確認，倘若車牌號碼沒有列印於車隊咭上，任何人士在埃克森美孚香港指定的油站向油站職員出示該車隊咭均可使用該車隊咭，埃克森美孚香港毋須查證使用者的身份。
9. 客戶確認，倘若車牌號碼列印於車隊咭上，當油站的職員獲出示該車隊咭時，埃克森美孚香港僅會查證該車牌號碼。
10. 在本文第20條的規範下，客戶須對所有使用車隊咭 (客戶如獲發多張車隊咭，則指該等車隊咭)而完成的交易負實並支付一切款項，不論該等交易是否經客戶授權進行。
11. 埃克森美孚香港為客戶開設一個賬戶(下稱 "記賬戶口")，客戶在任何30日期間或埃克森美孚香港可能制定的其他期間使用車隊咭所作的一切產品購實(下稱 "記賬交易")均在記賬戶口內記賬。客戶如獲發多張車隊咭，埃克森美孚香港可能使用該等車隊咭所進行的產品購實在客戶開設的同一個記賬戶口內記賬。客戶將每月獲發月結單(下稱 "月結單")，詳列記賬戶口內仍未繳付的款項。埃克森美孚香港可聘任一服務供應商(" 收賬服務商")作為車隊咭賬款的收賬代理，埃克森美孚香港可不時將有關收賬服務商的詳情通知客戶。月結單所列款項於上述30日期間(或由埃克森美孚香港所制定的其他期間)屆滿起15日內(或由埃克森美孚香港不時決定的其他日數)到期，客戶需全額繳付。如有任何錯誤，客戶須於月結單日期起14日內通知埃克森美孚香港或收賬服務商(如有聘任)。否則，月結單將視作正確無誤，作為客戶欠負埃克森美孚香港的數額的繳款證明。埃克森美孚可要求客戶以直接付款、自動轉賬或不時通知客戶的任何其他方法繳付款項。
12. 持咭人應立即全數繳付到期及所欠之款項予埃克森美孚香港。在任何情況下，在爭議(包括但不限於與車隊咭使用限額功能有關的爭議)有待解決時，均不應扣減任何應繳款項。
13. 倘若於月結單列明的到期日或之前仍未全數收到有關付款，埃克森美孚香港及/或收賬服務商(如有聘任)保留向客戶就所有未繳付款項按每月百分之一點五的費率(不足一月按其部份按比例)收取逾期付款費用之權力，直至全數收到有關款項為止。
14. 埃克森美孚香港可就客戶欠負的全部或任何部份款項、客戶獲授的銷售記賬額及客戶對本條款及條件以及車隊咭協議(如有)項下任何責任的妥善遵守和履行，不時要求客戶提供抵押。抵押的形式及內容須按埃克森美孚香港認為滿意的方式執行，其金額可由埃克森美孚香港不時訂定。埃克森美孚香港有權使用該等抵押，以清償客戶欠負的全部或任何部份款項及抵償埃克森美孚香港由於客戶未有遵守或履行其在本條款及條件和車隊咭協議(如適用)項下任何責任而蒙受的所有損失和損害。倘若客戶已清付所有欠款並遵守及履行其在本條款及條件和車隊咭協議(如有)項下的所有責任，上述抵押將於車隊咭終止使用後在實際可行的情況下盡快退回予客戶，不計任何利息。
15. 埃克森美孚香港可調動客戶繳付之任何款項用作清償部份或全部當時客戶欠負埃克森美孚香港到期之任何款項。倘若客戶繳付埃克森美孚香港之數額少於到期之數額，埃克森美孚香港可調動該項予本協議項下任何個別供應。客戶特此授權埃克森美孚香港在任何時間以書面通知客戶后，把客戶在何時候享有實益內的任何貸方餘額(不論是否當時到期)應用到任何戶口，或按客戶指示持有之款項，用以清還客戶當時欠負埃克森美孚香港的任何到期未付款項。埃克森美孚香港無義務行使其在本條項下的抵銷權和調動權，該等抵銷權和調動權並不損害且是附加於其(按法律、合同或其他方面)於任何時候享有的任何其他權利或留置權。
16. 客戶應遵守車隊咭獲授權的銷售信用限額，但埃克森美孚香港可不時按其酌情決定容許銷售額超逾該信用限額。
17. 埃克森美孚香港可與客戶協定客戶可就記賬交易享有的固定回扣及/或折扣的數額，該等協議須以書面作實。如無訂立書面協議，埃克森美孚香港可按其絕對酌情決定不時就記賬交易向客戶提供回扣及/或折扣優惠，而埃克森美孚香港保留權利可隨時更改或終止任何該等回扣及/或折扣，毋須知會客戶。
18. 客戶如欲對選擇項目作出任何更改，須書面申請。埃克森美孚香港可按其絕對的情決定是否接受或拒絕有關之更改。埃克森美孚香港保留權利可不時向客戶發出通知對任何或所有選擇項作出變更或取消。
19. 客戶的辦事處地址或住址如有任何更改，或客戶獲發車隊咭所涉車輛被出售或轉讓，客戶均須盡快以書面向埃克森美孚香港作出通知。
20. 客戶須保管車隊咭及與車隊咭一起使用的私人密碼 (如有申請)的安全。車隊咭如有任何遺失或失竊及/或私人密碼如有任何遺失、失竊或泄露，客戶須立即致電埃克森美孚香港的車隊咭中心電話熱線報失，並在3個工作日內以書面通知確認。儘管發生任何上述遺失、失竊或泄露，客戶仍須對所有使用車隊咭而完成的記賬交易負實，直至及包括埃克森美孚香港接獲客戶就有關遺失、失竊或泄露而向埃克森美孚香港發出的書面通知後的首個工作日止。
21. 客戶如因車隊咭及/或私人密碼遺失、失竊或泄露或簡更改選擇項目而須另行補發新咭，埃克森美孚香港有權向客戶收取其不時釐定的費用。
22. 埃克森美孚香港可按其酌情(無須給予任何理由)決定於任何時間撤銷任何車隊咭的使用。接獲埃克森美孚香港的通知後，客戶應將車隊咭立即交還埃克森美孚香港。
23. 在不局限本文第23條的一般性的原則下，倘若客戶違反本條款及條件和/或車隊咭協議 (如有) 的任何條文，埃克森美孚香港保留權利拒絕接受車隊咭的使用。如車隊咭由於任何原因不獲接受，埃克森美孚香港毋須就此引起的任何損失承擔任何責任。
24. 客戶可在任何時間向埃克森美孚香港發出事先書面通知並交回車隊咭後終止車隊咭的使用。交回的車隊咭應剪為兩截。客戶須負實繳付截至埃克森美孚香港收到所交還並已妥當截成兩截的車隊咭的日期止因使用車隊咭進行的記賬交易及所產生的所有費用。
25. 儘管本條款及條件另有任何其他規定，倘若車咭協議 (按下文的定義)(如有)或車隊咭的使用終止，或倘若任何人士就客戶無償償能力、破產或清盤提出呈請或倘若客戶逝世，客戶的記賬戶口內的未繳付餘額以及任何在記賬交易中已產生但仍未記錄在記賬戶口的款項均全部立即到期，須向埃克森美孚香港或收賬服務商(如適用)可能會因向客戶追回該等欠款而產生法律、收賬或其他開支，客戶須承擔所有該等費用及開支。
26. 客戶(代表其本人及(如適用)代表其各名合夥人)謹此授權埃克森美孚香港及下文(a)至(d)項所列任何人士，可將在任何時間從任何來源收集到的其任何個人資料及訊息，向下列任何人士提供或轉移或從下列任何人士取得該等資料及訊息：a)任何在香港或香港以外地方向埃克森美孚香港及其關聯公司提供行政、付款、收款或其他服務的人士("服務供應商")；b)埃克森美孚香港的全部或任何部份經營或業務(包括但不限於車隊咭計劃及記賬戶口)的建議或實際參與方，受讓人或承讓人；(c) 任何其他對埃克森美孚香港須承擔保密責任的人士； 及(d)任何擁有合法權利或權益可得知該等資料及訊息的人士。埃克森美孚香港和上述任何人士可在其從事的任何業務過程中使用該等資料及訊息的，包括但不限於設計及促銷任何服務或產品。客戶及(如適用) 其合夥人可書面通知埃克森美孚香港或任何上述人士，要求其停止使用該等資料及訊息作直銷用途。上述資料及訊息如有任何變更，應通知埃克森美孚香港或埃克森美孚香港不時通知的服務供應商。
27. 埃克森美孚香港在法律允許的範圍內明確排除一切有關產品狀況、適合性、質量、適用性或安全性的條件和保證，不論是否明示或隱含，亦不論是否基於任何法律、法規或在其他方面產生的條件或保證。
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