

香港車主會專用

Exclusive for Hong Kong Motor Club

Esso折扣咭申請表

Esso Discount Card Application Form

* Esso折扣咭號碼 (只供內部使用)

Esso Discount Card number
(必須填寫 Mandatory) :

7800344 - 9302 _ _ _

香港車主會會員號碼

Hong Kong Motor Club
Membership number

707782-1-_____

23Sep_n4_web

為方便將資料輸入電腦, 請用英文正楷清楚填寫 Please complete this form in BLOCK letter

* 為必須填寫的資料 Fields marked with an asterisk * are mandatory

先生 Mr. 女士 Ms.

*持咭人之英文姓名

Cardholder's Name in English

T ÔÔXÄÄ

持咭人之中文姓名

Cardholder's Name in Chinese

*住宅地址 Residential Address

室

Room

樓

Floor

座

Block

大廈名稱

Building Name

街道及號數

Street Name & No.

地區

District

香港 HK 九龍 KLN 新界 NT

住宅電話號碼

Home Tel. No.

* 手提電話號碼

Mobile No.

* 車輛登記號碼

Vehicle Registration Mark

* 電子郵件地址

E-mail Address

本人確認, Esso折扣咭之使用須受埃克森美孚香港有限公司(「埃克森美孚香港」)的Esso折扣咭條款及條件的束。使用Esso折扣咭即表示本人接受本申請表背面所訂定的Esso折扣咭條款及條件。I acknowledge that the use of the Esso Discount Card is subject to the Esso Discount Card terms and conditions issued by ExxonMobil Hong Kong Limited ("EMHK"). The use of the Esso Discount Card constitutes my acceptance of the Esso Discount Card terms and conditions as stipulated at the back of this application form.

本申請及任何提供的折扣優惠均須受埃克森美孚香港的最後批准。埃克森美孚香港保留在未有事先通知的情況下而修改Esso折扣咭條款及條件、或更改或終止提供的折扣優惠之權利。

This application and any offer of discount are subject to the final approval of EMHK. EMHK reserves the right to vary the Esso Discount Card terms and conditions or to change or terminate the offer of discount without any prior notice.

收集個人資料聲明 Personal Information Collection Statement

(1) 埃克森美孚香港有限公司(「埃克森美孚香港」)可于客戶參加Esso折扣咭計劃(「計劃」)時於申請表或其後任何時候, 或于埃克森美孚香港在其他方面為客戶持續提供服務時, 向客戶收集個人資料。埃克森美孚香港可能收集的「個人資料」包括但不限於客戶或資料當事人(定義見第(7)段)的姓名、地址、電話號碼、電郵地址及車輛登記號碼。倘客戶未能提供個人資料, 埃克森美孚香港可拒絕其參加計劃。客戶同意, 埃克森美孚香港有權於任何時候從任何第三方取得關於客戶的資料, 包括但不限於為了確定客戶是否埃克森美孚香港所經營的任何其他推廣計劃或埃克森美孚香港本身為參加者的任何其他推廣計劃之客戶或參加者之用途而與任何第三方進行核對。

(1) ExxonMobil Hong Kong Limited ("EMHK") may collect personal data and information from the Customer in the application form or any time thereafter in connection with the Customer's participation in the Esso Discount Card Programme ("Programme") or otherwise as part of the ongoing services provided to the Customer by EMHK. The "Personal Data" that EMHK may collect includes, but is not limited to, name, address, telephone number, email address and vehicle registration mark of the Customer or of the data subjects (as defined in paragraph (7)). If the Customer fails to provide the Personal Data, EMHK may refuse the Customer's participation in the Programme. 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 third party for the purpose of ascertaining whether the Customer is a member or participant of any other promotional programme operated by EMHK or any other programme in which EMHK is a participant.

(2) 客戶同意, 埃克森美孚香港可將個人資料作以下用途: (i) 開立及維持客戶的戶口、客戶持續參與計劃的管理以及與計劃有關的其他用途; (ii) 核實客戶是否符合參加計劃之資格; (iii) 核實客戶的身份; (iv) 向客戶提供計劃下的服務和優惠; (v) 就其戶口的事務及計劃的暫停/終止及其替代計劃的詳情(若適用)與客戶聯絡; (vi) 向客戶提供客戶服務; 和 (vii) 作統計分析和市場研究用途。

(2) The Customer agrees that the Personal Data may be used by EMHK for the purposes of: (i) creating and maintaining the Customer's account and managing his/her continued participation in the Programme as well as other purposes relating to the Programme; (ii) verifying the Customer's eligibility to participate in the Programme; (iii) verifying the Customer's identity; (iv) providing the Customer with services and benefits under the Programme; (v) contacting the Customer about his/her account and suspension/termination of the Programme and details of any replacement programme (if applicable); (vi) providing the Customer with customer service; and (vii) for statistical analysis and market research purposes.

(3) 客戶(代表自己及作為其任何成員、高級人員或僱員(如適用)的代表)謹此授權埃克森美孚香港可為上述第(2)段之目的, 在香港境內或境外, 從其關聯公司及向埃克森美孚香港和其關聯公司提供行政、付款、收款、業務和營運支援之第三方(「指定第三方」)獲取該等個人資料或向關聯公司及指定第三方提供或轉移該等個人資料。埃克森美孚香港亦可在香港境內或境外披露個人資料予任何埃克森美孚香港的全部或任何部分營運或業務(包括但不限於計劃)之任何建議或實際伙伴、參加者、受讓人或承讓人。此外, 埃克森美孚香港可為了遵照《個人資料(私隱)條例》(香港法例第486章)的規定或其他法律要求披露個人資料。

(3) The Customer (on the Customer's own behalf and on behalf of any of its members, officers or employees, if applicable) hereby authorizes EMHK to obtain the Personal Data from and/or provide or transfer the Personal Data to its Affiliates and third parties that provide administrative, payment, collection, business and operational support to EMHK and its Affiliates ("Specified Third Parties") in connection with the purposes stated in paragraph (2) above within or outside Hong Kong. EMHK may also disclose, within or outside Hong Kong, the Personal Data to any proposed or actual partner, participant, assignee or transferee of any part or all of EMHK's operation or business (including without limitation, the Programme). In addition, EMHK may disclose the Personal Data in order to comply with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) ("PDPO"), or where otherwise required by law.

(4) 客戶並同意, 埃克森美孚香港可使用個人資料, 以提供與埃克森美孚香港不時提供的客戶積分計劃、折扣咭計劃、銀行信用卡計劃、私人客戶計劃、車隊計劃及其他與石油有關的計劃有關的營銷材料以及與加油站便利店推廣、燃料和潤滑油推廣以及其授權潤滑油分銷商所舉辦的潤滑油推廣相關之營銷材料(「營銷材料」)。埃克森美孚香港可為向客戶提供營銷材料的目的向其關聯公司和指定第三方轉移個人資料。未經閣下同意埃克森美孚香港不會將閣下之個人資料披露予其他第三方以作該等第三方營銷之用。

(4) The Customer also agrees that EMHK may use the Personal Data to provide the Customer with marketing materials relating to its loyalty programs, discount card programs, bank card programs, private label card programs, fleet card programs, other petroleum related programs developed by EMHK from time to time, marketing materials relating to service station convenience store promotions, fuel and lubricant promotions as well as lubricant promotions of its authorised lubricant distributors ("Marketing Materials"). EMHK may transfer the Personal Data to its Affiliates and the Specified Third Parties for the purpose of providing Marketing Materials to the Customer. EMHK will not disclose the Personal Data to other third parties for marketing by such third parties without your consent.

(5) 客戶可在下方適當方格內加上「✓」號, 然後將本填妥之表格交回任何Esso或東方石油油站, 要求埃克森美孚香港或上述第(4)段所指的任何人士不為直接營銷目的使用個人資料。

(5) The Customer may require EMHK or any of the persons stated in paragraph (4) not to use the Personal Data for direct marketing purposes by ticking the appropriate box below when returning this completed form to any Esso or Feoso service station.

(6) 根據《個人資料(私隱)條例》, 客戶有權要求查閱和改正任何其提供給埃克森美孚香港的個人資料。另外, 客戶可在任何時候要求埃克森美孚香港或上述第(4)段所指的任何人士終止為直接營銷目的使用個人資料。客戶可以書面方式提出要求, 寄香港中央郵政局12286郵箱, 埃克森美孚香港有限公司, 客戶服務經理收, 或埃克森美孚香港不時通知客戶的其他地址。客戶亦可向一般辦公時間致電客戶服務中心, 電話 3197- 8188 (按「1」選擇中文, 然後按「2」)。

(6) Under the PDPO, Customer has the right to request access to and correction of any Personal Data that they provide to EMHK. In addition, Customer may request EMHK or any of the persons stated in paragraph (4) to cease to use the Personal Data for direct marketing purposes at any time. In these cases, Customer may make such a request in writing to the Customer Service Manager, ExxonMobil Hong Kong Limited, P.O. Box No. 12286, General Post Office, Hong Kong or any other address that may be notified to the Customer by EMHK from time to time. Customer may also call the Customer Service Centre on 3197-8188 (press '2' for English and then press '2') during normal office hours.

(7) 倘客戶代表其成員、高級人員、僱員或其他人士(「資料當事人」)就計劃向埃克森美孚香港提供個人資料或其他資訊, 客戶保證其符合《個人資料(私隱)條例》中有關其向埃克森美孚香港提供資料當事人的個人資料的規定(特別是條例第6A部分下的要求)並已事先獲得資料當事人的書面同意, 以使客戶可為本聲明列載目的向埃克森美孚香港提供該個人資料或資訊以及已(i) 在收集資料時或之前通知資料當事人為本聲明列載目的會向第三方披露資料的可能性; 或(ii) 為本聲明列載目的, 就向埃克森美孚香港和以上第(3)段和第(4)段所述人士披露資料獲得資料當事人的事先書面同意。

(7) Where the Customer provides Personal Data or other information on behalf of its members, officers, employees or other persons ("data subject") to EMHK in connection with the Programme, the Customer warrants that it has complied with the PDPO in relation to the provision of the data subject's Personal Data to EMHK (in particular the provisions under Part 6A of the PDPO) and has obtained the prior written consent of the data subject for the Customer to provide such Personal Data and information to EMHK for the purposes set out in this statement and has either (i) notified the data subject of the possibility that the data would be disclosed to third parties for the purposes set out in this statement prior to or at the time of collecting the data; or (ii) obtained the prior written consent of the data subject to the disclosure of the data to EMHK and the persons stated in paragraphs (3) and (4) for the purposes set out in this statement.

(8) 「關聯公司」指埃克森美孚公司集團內向埃克森美孚香港提供行政、業務和營運支援或服務之所有實體。

(8) "Affiliates" shall mean all entities that are within the ExxonMobil group of companies which provide administrative, business and operational support or services to EMHK.

(9) 本聲明以中文和英文編寫, 如有差異, 以英文本為準。

(9) This statement is written in both Chinese and English. In any case of inconsistency, the English version shall prevail.

* 本人 希望 / 不希望個人資料為上文《收集個人資料聲明》第(4)段所述向本人提供營銷材料的目的而被使用或轉移。(請於適當方格內加上「✓」號。)

I do / do not wish for Personal Data to be used or transferred for the purposes of providing me with Marketing Materials as set out in paragraph (4)

of the Personal Information Collection Statement above. (Please take the appropriate box).



* 客戶簽署 Signature of Customer

日期 Date

HC-Ver 1:010701

會員可填妥表格並經電郵 (motorclub@dch.com.hk) 或郵寄至九龍灣啓祥道二十號大昌行集團大廈九樓香港車主會
Members can fill in the form and send to Hong Kong Motor Club by email (motorclub@dch.com.hk)
or by post to Hong Kong Motor Club, 9/F, DCH Building, 20 Kai Cheung Road, Kowloon Bay

Esso折扣咭條款及條件

埃克森美孚香港有限公司 (「埃克森美孚香港」) 發行之Esso折扣咭 (「折扣咭」) 之使用須受以下條款及條件 (經不時修訂) (本「條款及條件」) 所規限。折扣咭一經使用, 持咭人均被視作同意受本條款及條件所約束。

- 無論現在或將來任何時間, 折扣咭均屬埃克森美孚香港所有。
- 獲發折扣咭及/或持有已列印車牌登記號碼折扣咭之人士或實體 (「客戶」), 有權按下文第5段的規定在埃克森美孚香港不時指定之油站 (「油站」) 購買所銷售之指定石油產品 (「產品」) 時, 按油站不時顯示之產品價格享有折扣 (「折扣咭計劃」)。在任何情況下, 埃克森美孚香港均毋須以任何方式確保產品之供應量充足或提供產品或因產品供應量不足或不提供產品而承擔責任。
- 折扣咭僅在中華人民共和國香港特別行政區 (「香港」) 內有效使用。
- 折扣咭不可轉讓。
- 按照埃克森美孚香港與客戶及/或客戶現在或曾經是該人士或實體之顧客、會員、主管人員或僱員並按此獲發折扣咭之人士或實體及/或提供客戶車牌登記號碼和有效行車證副本予埃克森美孚香港用作發折扣咭之人士或實體之間不時書面同意之折扣咭條款 (「折扣咭協議」), 客戶於油站購買產品可享有適用折扣。在沒有折扣咭協議或折扣咭協議已過期或終止的情況下, 埃克森美孚香港可根據其酌情權, 按其認為適當的條款不時向客戶提供購買折扣咭, 埃克森美孚香港並保留權利可隨時更改或取消任何折扣咭而毋須知會客戶。倘若適用折扣咭協議的條款與本條款及條件有任何歧異, 一概以折扣咭協議所載條款為準。
- 客戶確認, 若折扣咭上列印車牌登記號碼, 則向油站之服務人員出示折扣咭之任何人士均可使用該咭, 且埃克森美孚香港沒有義務核實使用者身份。
- 客戶確認, 若折扣咭上已列印車牌登記號碼, 埃克森美孚香港可在油站之服務人員獲出示折扣咭時, 核實車牌登記號碼。倘若在油站出示折扣咭時, 折扣咭上列印的車牌登記號碼與車輛的車牌登記號碼不符, 埃克森美孚香港有權拒絕接受該折扣咭。
- 客戶僅可在油站使用折扣咭。任何時候, 若客戶擬購買產品及享有折扣, 均應向油站之服務人員出示折扣咭。服務人員會將折扣咭及若客戶要求當時所購產品之收據交還客戶。除非客戶在離開油站之前提出異議, 否則應視為客戶已接受收據上所列之資料屬正確。若客戶未索取收據, 應自動視為客戶已接受交易資料屬正確。
- 客戶必須以現金、信用卡或埃克森美孚香港不時全權酌情允許的其他付款方式結賬。折扣咭不能與其他優惠同時使用。
- 若折扣咭遺失或被竊, 客戶應立即致電客戶服務中心, 電話3197-8188, 進行報失。
- 若客戶因折扣咭遺失或被竊而須補辦折扣咭, 埃克森美孚香港保留向客戶收取其不時釐定之費用之權利。
- 埃克森美孚香港可收集客戶之個人資料。埃克森美孚香港將按照個人資料 (私隱) 條例 (第486章) 的規定和印在背頁上的收集個人資料聲明使用其收集到的個人資料。收集個人資料聲明構成本條款及條件之一部份。
- 埃克森美孚香港可根據其酌情權及毋須給予任何理由, 隨時透過在油站張貼通知或向客戶發送書面通知及/或按照折扣咭協議之條款 (如適用) 之其他渠道, 取消折扣咭之使用及/或終止折扣咭計劃。在此情況發生後, 客戶應立刻將折扣咭退還埃克森美孚香港。
- 客戶可隨時透過向埃克森美孚香港退還折扣咭, 以終止折扣咭之使用。退還的折扣咭應剪為兩截。
- 若客戶的聯絡資料有任何變更, 客戶應立即以書面方式通知埃克森美孚香港。
- 埃克森美孚香港保留在通知客戶的情況下添加、刪除和/或更改本條款及條件之任何部份之權利。若通知是寄至埃克森美孚香港保存的客戶的最新地址或張貼在油站內, 即視為埃克森美孚香港已向持咭人發出通知。如客戶在本條款及條件之任何更改之生效日期後使用折扣咭, 即構成接受該等更改。如客戶不接受提出之更改, 必須立即將其折扣咭退還埃克森美孚香港。
- 若客戶違反本條款及條件所規定之任何條款及/或折扣咭協議被違反 (若適用), 埃克森美孚香港保留不接受折扣咭之權利。如折扣咭因任何原因不獲接受, 埃克森美孚香港毋須在任何情況下就此而引致之任何損失負責。
- 埃克森美孚香港對於任何由於油站的經營商、埃克森美孚香港的指定代理、承包商及/或供應商之任何行動或遺漏的行動 (包括但不限於拒絕承認或接受任何折扣咭) 而導致客戶的任何損失或損害, 毋須承擔任何責任。客戶如與或對任何油站的經營商、埃克森美孚香港的指定代理、承包商或供應商產生任何爭議或申索, 該等爭議或申索概不影響客戶在本條款及條件下應承擔的責任。
- 在法律允許之最大範圍內, 與產品之狀況、適用性、品質、性能或安全有關之所有明示或暗示及根據任何法律、法規或或在其他方面引致之所有條件及保證均將被明確排除。
- 在不限制本條款及條件之任何其他條款之情況下, 埃克森美孚香港毋須就客戶因延遲或未能補辦折扣咭及/或因任何機器、系統或處理器之故障或失靈、行業爭議、戰爭、災、系統故障及超出埃克森美孚香港控制範圍之任何事件而遭受之任何損失或損害承擔法律責任。
- 本條款及條件對埃克森美孚香港及其繼承人及受讓人之利益有效, 及對客戶及其繼承人及遺產代理人具有約束力。
- 埃克森美孚香港可在向客戶發送書面通知但不需獲得客戶同意之情況下, 將其在本條款及條件下之所有或任何部份之權利及利益轉讓予其繼承人或受讓人或將其在本條款及條件下之所有或任何部份之義務轉讓予其繼承人或受讓人。
- 儘管有任何疏忽、不行使、局部行使或延誤執行或行使的情況, 埃克森美孚香港在本條款及條件下的所有權利、利益和權力均維持有效, 埃克森美孚香港不應被視為撤銷或放棄其任何權利或本條款及條件下之任何規定或發出之任何通知, 除非該撤銷以書面作出。
- 本條款及條件以英文及中文編製。若英文版本與中文版本之間出現任何不一致, 應以英文版本為準。
- 本條款及條件受香港之法例所管轄並按其詮釋。
- 埃克森美孚香港或客戶以外的任何人均不得根據《合同 (第三方權利) 條例》 (第623章) 執行本條款及條件內的任何條款。

Esso Discount Card Terms and Conditions

The use of the Esso Discount Card (the "Card") issued by ExxonMobil Hong Kong Limited ("EMHK") is subject to the following terms and conditions, as the same may be amended from time to time (these "Terms and Conditions"). By using the Card, you are deemed to agree to be bound by these Terms and Conditions.

- The Card is, and will be at all times, the property of EMHK.
- The person or entity to whom the Card is issued and/or whose vehicle registration mark is embossed on the Card (the "Customer") may be entitled, in accordance with paragraph 5 below, to purchase designated petroleum products (the "Products") that may be available for sale at service stations designated by EMHK from time to time ("Service Stations") at a discount from the prices of the Products shown at the Service Stations from time to time (the "Discount Card Programme"). 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.
- The Card shall be valid for use within the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") only.
- The Card is not transferable.
- The Customer may be entitled to enjoy the applicable discount in relation to purchases of the Products at the Service Stations at such rate and on such terms as agreed from time to time in writing between EMHK and the Customer and/or the person or entity to which the Customer is or was a customer, member, officer or employee and pursuant to which the Card was issued and/or such person or entity who provided the Customer's vehicle registration mark together with a copy of the valid vehicle license to EMHK for the issuance of the Card (the "Discount Card Agreement"). In the absence of a Discount Card Agreement or in the event that the Discount Card Agreement expires or is terminated, EMHK may, at its sole discretion, offer to the Customer from time to time a discount for such purchases on such terms as EMHK deems fit and EMHK reserves the right to revise or cancel such discount at any time without notice to the Customer. In case of inconsistency between the terms of the applicable Discount Card Agreement and these Terms and Conditions, the terms contained in the Discount Card Agreement shall prevail.
- The Customer acknowledges that if the vehicle registration mark is not embossed on the Card, the Card may be used by anyone who presents it to the attendant at the Service Stations, and that EMHK has no obligation to verify the identity of the user(s).
- The Customer acknowledges that if the vehicle registration mark is embossed on the Card, EMHK may verify the vehicle registration mark when the Card is presented to the attendant at the Service Stations. EMHK is entitled to refuse acceptance of the Card if the vehicle registration mark embossed on the Card is different to the vehicle registration mark on the vehicle presented at the Service Stations.
- The Customer shall use the Card only at the Service Stations. The Customer shall present the Card to the attendant at the Service Stations whenever the Customer wishes to make a purchase and obtain the discount. The attendant will return the Card to the Customer together with a receipt of the Products purchased on that occasion should the Customer so request. The Customer shall be deemed to accept the details on the receipt as correct unless the Customer raises an objection before leaving the Service Station. In case where no receipt is requested, the Customer shall automatically be deemed to accept details of the transaction as correct.
- Payment must be settled by cash, bank credit card or such other modes of payment which EMHK may allow at its absolute discretion from time to time. The Card cannot be used in conjunction with other discount and promotional offers.
- Any loss or theft of the Card shall be reported to the Customer Service Centre at 3197-8188 immediately.
- EMHK reserves the right to impose on the Customer a fee EMHK may determine from time to time for the issuance of a replacement card as a result of the Card having been lost or stolen.
- EMHK may collect personal data and information from the Customer. The personal data and information collected by EMHK will be used in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and the Personal Information Collection Statement printed overleaf. The Personal Information Collection Statement forms a part of these Terms and Conditions.
- EMHK may at its discretion and without giving any reason therefor cancel the use of the Card and/or terminate the Discount Card Programme at any time by placing notification at the Service Stations or sending written notice to the Customer and/or by other means in accordance with the terms of the Discount Card Agreement (if applicable). Upon occurrence of such event, the Card shall be immediately returned to EMHK.
- The Customer may terminate the use of the Card at any time by returning the Card to EMHK. Returned Card shall be cut in two.
- The Customer shall notify EMHK promptly in writing of any change in the Customer's contact details.
- EMHK reserves the right to add to, delete and/or vary any of these Terms and Conditions by giving notice to the Customer. Notice shall be deemed to be given by EMHK to the Customer if it is posted to the latest address of the Customer held by EMHK or by way of a notice displayed at the Service Stations. Use of the Card by the Customer after the effective date of any change shall constitute acceptance by the Customer of such change. If the Customer does not accept the proposed change, the Customer shall return the Card to EMHK immediately.
- 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 if there is a breach of the Discount Card Agreement (if applicable). Under no circumstances shall EMHK be responsible for any loss if the Card is not honoured for any reason whatsoever.
- 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 of the Service Stations, 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 any of the operators of the Service Stations, EMHK's appointed agents, contractors or suppliers shall not affect the obligations of the Customer under these Terms and Conditions.
- 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 furthest extent permitted by law.
- Without limiting any 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.
- 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.
- 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 its successors or assigns.
- 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.
- 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.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- No term of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) by a person other than the EMHK or the Customer.

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