

17. 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.
18. 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 agreement, 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.
19. 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.
20. The Customer shall notify EMHK promptly in writing of any change in the Customer's office or contact address or email address or any sale or transfer of the Customer's vehicle(s) in respect of which a Card has been issued.
21. The Customer shall and shall procure that the Users keep the Card and the personal identification number (if applied for) in relation to 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.
22. 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.
23. 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.
24. 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.
25. The Customer shall 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.
26. The whole of the outstanding balance on the Card and any other 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 the termination of the Customer's membership of the Fleet Card Agreement 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.
27. The conditions and warranties expressed or implied in any express or implied contract for any law, regulation or otherwise, as to the condition, suitability, quality, fitness or safety of the Products are expressly excluded to the fullest 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 or 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 on the Fleet Card Agreement and its agent, contractors and/or suppliers including without limitation, any refusal to honour or accept the Card. The Customer shall be liable to EMHK for the safe custody and proper usage of the Card and shall indemnify EMHK for all losses arising from or occasioned by any gross negligence and willful misconduct in its use of the Card. Any dispute or claim the Customer or any of its agents, contractors or suppliers against 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 assignment or sub-assignment or delay in the enforcement thereof and EMHK shall not be deemed to waive or forego any of its rights or any provision hereof if 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, delete and/or to vary any of these Terms and Conditions upon notice to the Customer, or by posting the latest version to Esso's website at <https://www.esso.com.hk/en-hk/cards-and-payments/fleet-card>. Use of the Card by the Customer after the effective date of any change in these Terms and Conditions shall constitute acceptance 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 ensure 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, by email or by means of an advertisement in any daily newspaper in Hong Kong. The Customer 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; (ii) if by email, the day on which the notice is sent to the Customer's designated email address; and (iii) if by daily newspaper in Hong Kong, the day on which the notice is advertised in the daily newspaper in Hong Kong.
36. No liability shall result to either party from delay or failure in performing any of the Terms and Conditions hereunder on its part to be observed or performed caused by circumstances reasonably beyond the control of the party affected, including, but without limiting the generality of the foregoing, wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labour or employment disputes and difficulties, fires, flood, storm, typhoons, Acts of God, accidents, breakdown or plant shutdown for repairs, maintenance or inspection, embargoes or other import or export restrictions, compliance with any regulation, direction or request made by any Government, utility or other competent authority, provided that the party affected shall properly take reasonable steps to remedy the cause of the delay or failure. Each party shall promptly notify the other upon the occurrence of any contingency excusing its delay or failure in performance.
37. In the EMHK's reasonable opinion there is, or may be, such shortage of supply of any Products at any of its present or future regular sources of supply that EMHK is, or may be, unable to meet the reasonable demand for the Products at every of its service stations, then EMHK shall have the liberty to apportion on such fair and reasonable basis according to its own discretion among its service stations such Products as is then available to EMHK without accounting to the Customer. EMHK shall not be required to make up any supplies omitted by reason of any of the causes referred to in this paragraph.
38. The Customer (except with the consent of EMHK) shall not itself use or divulge to any person, and shall use all reasonable endeavors to prevent the publication or disclosure of, these Terms and Conditions or its details, any confidential information concerning the business of EMHK or any of its dealings, transactions or affairs, provided always that the provisions of this paragraph shall not apply –
- (a) to any information already known to the recipient otherwise than as a result of entering into these Terms and Conditions;

- (b) by any information which is or becomes public knowledge otherwise than as a result of its own conduct, being a breach hereof;
- (c) to any extent that the recipient is required to disclose the same pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental or other authority (including, without limitation, of any stock exchange or securities commission) provided that Customer provides EMHK with as much notice as possible, and shall take all reasonable steps to preserve confidentiality as permitted by law;
- (d) to the extent that the recipient needs to disclose the same for the protection or enforcement of any of its rights under these Terms and conditions to such persons as require to be informed of such information for such purposes; and
- (e) to the disclosure of the same by the Customer to its legal advisers, accountants and other professional advisers.
38. 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.
39. The relationship between EMHK and the Customer hereunder shall be one of seller and buyer of the Products on the terms hereof only. Any other relationships between EMHK and the Customer are hereby excluded.
40. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.
41. 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 EMHK or the Customer.

Remark: This is the latest printed version of the Fleet Card Terms and Conditions, you may find the latest version at <https://www.esso.com.hk/en-hk/cards-and-payments/fleet-card>.

聲明及簽署 DECLARATION AND SIGNATURE

- 本人謹此聲明在本申請表內提供的資料全部均為真實、準確及完整。本公司明白埃克森美孚香港有限公司(埃克森美孚香港)將會就本申請的目的使用及依賴該等資料。
- 本公司確認已獲授權向埃克森美孚香港有限公司申請表項下或與其有關的任何附屬證明文件提供個人資料。本公司並同意埃克森美孚香港擁有按其已提供的(收集個人資料聲明)使用、傳輸、披露、處理和存儲該等個人資料。
- 本公司確認授權表格的使用受本公司與埃克森美孚香港可能或可能已經簽訂的車輛協議條款以及不時適用於車輛的標準條款及條件(“標準條款”)所規限。按本公司了解，該標準條款將於本申請獲批准時適用於本公司的車輛。一併交付予本公司。本公司一經使用該車輛時，即代表本公司已納標準條款。本公司同意盡本公司的最佳努力促使本公司所獲發的車輛的授權使用人遵守標準條款的規定。
- 本公司同意，在車輛協議繼續有效時，車輛協議與標準條款之間如有任何衝突，一概以車輛協議條款為準。
- 本公司同意，在車輛協議繼續有效時，車輛協議與標準條款之間如有任何衝突，一概以車輛協議條款為準。
- 本公司確認，倘若本公司選擇將車牌號碼列於本公司的車輛上，任人人士如按照標準條款的規定在埃克森美孚香港指定的油站向油站職員出示該車輛時，埃克森美孚香港需為該車牌號碼的使用者負責。
- 本公司確認，倘若本公司選擇將車牌號碼列於本公司的車輛上，當油站的職員出示該車輛時，埃克森美孚香港需為該車牌號碼負責。
- 本公司同意埃克森美孚香港有權拒絕本公司的申請而毋需給予任何理由。
- 本聲明書以英文及中文編寫。中英文之間如有任何歧義，應以英文文本為準。

- We hereby declare that all information given in this application form is true, accurate and complete. We understand the information will be used and relied upon by ExxonMobil Hong Kong Limited ("EMHK") for the purposes of the application.
- We warrant that we are authorised to provide EMHK with the personal data provided in this application form or in any supporting documents provided along with this application form, and we agree that EMHK shall be entitled to use, transfer, disclose, process and store such personal data in accordance with EMHK's Personal Information Collection Statement which has been provided to us.
- We agree and acknowledge that the use of the fleet card(s) is subject to the terms of the fleet card agreement, which may be or might have been entered into between us and EMHK, and the standard terms and conditions that are applicable to the fleet card from time to time ("Standard Terms and Conditions"), which we understand will be given to us with our fleet card(s) on approval of this application. Once the fleet card(s) are used by us, we shall be deemed to have accepted the Standard Terms and Conditions. We agree to use our best endeavours to procure authorised user(s) of the fleet card(s) that are issued to us to comply with the Standard Terms and Conditions.
- We agree that where there is a subsisting fleet card agreement, in case of inconsistency between the fleet card agreement and the Standard Terms and Conditions, the terms contained in the fleet card agreement shall prevail.
- We acknowledge that if we choose not to emboss vehicle number(s) on our fleet card(s), our fleet card(s) may be used by anyone who present it/him to the attendant at the service station designated by EMHK in accordance with the Standard Terms and Conditions, and that EMHK has no obligation to verify the identity of the user(s).
- We acknowledge that if we choose to emboss vehicle number(s) on our fleet card(s), EMHK will only verify the vehicle number(s) when our fleet card(s) are being presented to the attendant at the service station.
- We agree that EMHK may decline our application without giving any reason.
- This Declaration is written in both English and Chinese. In case of inconsistency between the Chinese version and the English version, the English version shall prevail.

授權人簽署

Authorized Signature
on behalf of

姓名

Name

職位

Position

日期

Date

公司蓋章

Company Stamp

貴戶必須採用銀行自動轉賬方式結賬，請貴戶填妥以下直接付款授權書。本公司將會將直接付款授權書交予銀行以便辦理自動轉賬手續。
The Fleet Card Account is required to be settled by autopay. Please complete the following Direct Debit Authorization Form. ExxonMobil Hong Kong Limited will submit the form to your bank for processing.

直接付款授權書 – 自動轉賬 DIRECT DEBIT AUTHORIZATION – AUTOPAY

受款一方 (受益人)

Name of party to be credited (Beneficiary)

埃克森美孚香港有限公司

ExxonMobil Hong Kong Limited

	分行編號 Branch No.	受款賬戶號碼 Account to be credited
0 5 5 7 5 7 8 3 2 3 9 0 1 7		

本公司現授權本公司之下述銀行，(根據受益人或其往來銀行不時給予本公司之銀行之指示)，本公司之賬戶內轉賬予上述受益人。

本公司同意本公司之銀行毋須證實該等轉賬通知是否已交予本公司。

如因該等轉賬而令本公司之賬戶出現透支 (或令現時之透支增加)，本公司願共同及個別承擔全部責任。

本公司同意如本公司之賬戶並無足夠款項支付該等授權轉賬，本公司之銀行有權不予轉賬，且銀行可收收帳常之收費，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。

本公司同意，本公司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交予本公司之銀行。

We hereby authorize our below named Bank to effect transfers from our account to that of the above named beneficiary in accordance with such instructions as our Bank may receive from the beneficiary from time to time.

We agree that our Bank shall not be obliged to ascertain whether or not notice of any such transfer has been given to us.

We jointly and severally accept full responsibility for any overdraft (or increase in existing overdraft) on our account which may arise as a result of any such transfer(s).

We agree that should there be insufficient funds in our account to meet any transfer hereby authorized, our Bank shall be entitled, in its discretion, not to effect such transfer in which event the Bank may charge us the usual charge and that it may cancel this authorization at any time on one week's written notice.

This authorization shall have effect until further notice.

We agree that any notice of cancellation or variation of this authorization which we may give to our Bank shall be given at least two working days prior to the date on which such cancellation / variation is to take effect.

收集個人資料聲明

(1) 埃克森美孚香港有限公司（「埃克森美孚香港」）可於客戶參加車隊培訓計劃（「計劃」）時於申請表或在其後任何時候，或於埃克森美孚香港在其他方面為客戶提供推廣服務時，向客戶收集個人資料，包括但不限於其指定的業主、合作夥伴、員工或客戶的人員（「用戶」）的姓名、地址、電話號碼、電子郵件地址和車牌號碼等（「個人資料」）。

倘客戶未能提供個人資料，埃克森美孚香港可能拒絕其參加計劃。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或用戶的資料，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活動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。

(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，其持續參與計劃的管理以及與計劃有關的其他用途；(ii) 填寫客戶是否符合參加計劃的表格；(iii) 核實客戶的資料；(iv) 向客戶提供計劃及推廣服務；(v) 就客戶已購買產品及計劃的成效防止及發覺計劃的評價（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。

(3) 客戶（代表自己及用戶）謹此授權埃克森美孚香港為上述第(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、業務和帳簿支援之第三方（「指定第三方」）獲取該等指定第三方的關聯公司資料，以便向客戶提供或轉移客戶資料。此外，埃克森美孚香港亦將向指定第三方轉移客戶的個人資料予任何埃克森美孚香港的全部或任何部分屬下或業務（包括但不限於計劃）的任何建議或實際伙伴、參加者、受讓人或承讓人。此外，埃克森美孚香港為了遵照香港《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客戶的個人資料。

(4) 埃克森美孚香港亦會將客戶的個人資料提供與埃克森美孚香港不時提供的客戶積分計劃、折扣儲蓄計劃、銀行信用卡計劃、私人客戶培訓計劃、車隊培訓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的個人資料披露予其他第三方作推廣其產品或服務用途。

任何向客戶提供的營銷材料，以至在營銷材料下推銷的貨品、服務和提供給客戶的方案，都旨在備作為客戶的資料，獨家經營或合夥企業使用以及為其服務。如有任何營銷材料被發送到用戶，則該材料的發送是視作用戶為客戶的代表而非針對他們的個人身份而發送。

(5) 根據《個人資料（私隱）條例》，埃克森美孚香港收取個人資料的用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。客戶可以書面方式提出要求，寄香港中央郵政局9780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。客戶亦可在一般辦公時間致電客戶服務中心，電話3197-8188。客戶應確保其具有權披露該等個人資料予埃克森美孚香港而用戶已獲通知有關本條款(5)條的權利。

(6) 客戶保證在其向埃克森美孚香港提供任何及全部個人資料時已遵守《個人資料（私隱）條例》中（特別是《個人資料（私隱）條例》第VIIIA部分）的規定並已事先獲得資料當事人的書面同意，以使客戶可向埃克森美孚香港提供該個人資料或資料為本聲明列載目的作使用、處理、儲存、轉移或披露該等個人資料以及(1)的條文所規定的為本聲明列載目的而與指定第三方轉移資料的目的。未經(1)至(6)條的明確同意，概不向埃克森美孚香港和以上(3)段和(4)段所述人士披露資料已獲得資料當事人的事先書面同意。

(7) 「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、業務和營運支援服務之所有實體。

(8) 本聲明以中文和英文編寫。如有差異，以英文本為準。

NO POSTAGE
NECESSARY IF
POSTED IN
HONG KONG
如在本港投寄
毋須貼上郵票

PERSONAL INFORMATION COLLECTION STATEMENT

(1) ExxonMobil Hong Kong Limited ("EMHK") may collect personal data and information from the Customer in the application or at any time thereafter in connection with the Customer's participation in the Fleet Card Program ("Programme") or otherwise as part of the ongoing services provided to the Customer by EMHK. The data that EMHK may ask the Customer to supply includes but is not limited to name, address, telephone number, email address and vehicle registration number. EMHK may also collect names, addresses, contact numbers, owners, partners, employees or officers of the Customer ("Users"). 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 or the Users 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) 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 its 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 its account and suspension/termination of the Programme and details of any replacement programme (if applicable); (vi) providing the Customer with its customised products and services; and (vii) for statistical analysis and market research purposes.

(3) The Customer (on the Customer's own behalf and on behalf of the Users) 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 whether inside or outside Hong Kong. EMHK may also disclose, within or outside Hong Kong, the Customer's 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 Customer's Personal Data in order to comply with the provisions of the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"), or where otherwise required by law.

(4) The Customer also agrees that EMHK may use the Personal Data of Users 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 marketing 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 such third parties to market their own products or services, without consent from the Customer. Any Marketing Materials provided to the Customer, and the goods, services and programmes promoted in the Marketing Materials, are intended for the use and benefit of the Customer as a company, sole proprietorship or partnership. If any Marketing Materials are sent to the Users, they are sent to them as representatives of the Customer. They are not sent to them in their personal capacity.

(5) Under the PDPO, Users whose Personal Data is collected by EMHK have the right to request access to and correction of any personal data that the Customer provides to EMHK. They may make such a request in writing to the Customer Service Manager, ExxonMobil Hong Kong Limited, P.O. Box No. 9780, Emergence Centre, Hong Kong or any other address that may be notified to the Customer by EMHK from time to time. They may also call the Customer Service Centre on 3197-8188 during normal office hours. The Customer shall ensure that they have the right to disclose such Personal Data to EMHK and that the Users are informed of the rights stated in this paragraph (5).

(6) The Customer warrants that it has complied with the PDPO in relation to its provision of any and all Personal Data to EMHK (in particular the provisions under Part VIA 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 EMHK to use, process, store, transfer or disclose such Personal Data for the purposes set out in and in accordance with this statement and has either (1) 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 (2) 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.

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

(8) The above is written in both Chinese and English. In any case of inconsistency, the English version shall prevail.

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