### 直接付款授權書-自動轉賬 **DIRECT DEBIT AUTHORIZATION - AUTOPAY** 本公司銀行及分行之名稱 Our Bank Name and Branch Name 銀行編號 分行編號 本公司之賬戶號碼 Bank No. Branch No. Our Account No. 銀行賬戶持有人名稱 Name(s) of Bank Account Holder(s) 聯絡電話 / 手提電話號碼 Contact Tel. / Mobile Phone No. 銀行賬戶持有人簽署 Signature(s) of Bank Account Holder(s) 日期 Date 本公司在月結單 / 存摺上所記錄之地址 Our Address as Recorded on Statement / Passbook 債務人之姓名(埃克森美孚香港有限公司客戶姓名) Name of Debtor (Name of ExxonMobil Hong Kong Limited Customer) 債務人備註(由埃克森美孚香港有限公司填寫) 填寫日期 Debtor's Reference (To be completed by Date of Completion ExxonMobil Hong Kong Limited) 以下由銀行填寫

## For Bank Use Only

經核對無誤之簽名 Signature Verified

# 附註:

- 請保證台端在此授權書內之簽名與銀行賬戶所簽者完全相同。
- 自動轉賬服務有待另行通知方為有效。
- 申請自動轉賬服務需時約8-10星期。
- Notes:
- Please ensure that you sign the form in the usual way that you would sign on your bank account. Autopay service will only be effective upon confirmation.
- Approximately 8-10 weeks will be required for processing your autopay application.

## 客戶服務熱線 3197-8188 Card Centre Hotline

電郵 E-mail: customer hongkong@essocard.com.hk

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交回表格時,請一併寄上填妥之直接付款授權書(自動轉賬);車輛資料;聲明簽署及下列 文件副本:

- 公司註冊證書(只適用於有限公司)
- 2. 商業登記證
- 3. 車輛牌照登記/行車證

Email Address .

- 4. 如申請單位地址與商業登記上地址不同,請附上地址證明文件
- 註1: 在辦理自動轉賬期間,請以支票結賬
- 閣下可能需要提供額外文件以作批核(例如近期的財務報告)
- 註3: 按本公司在個別情況的需求,客户或需提供按金

Please return this application along with the completed Direct Debit Authorization Form (autopay); the Vehicle Information Form; the signed Declaration and copies of:

- Certificate of Incorporation (for Limited Company)
- Business Registration Certificate
- Vehicle Registration Certificate(s) / Vehicle License(s)
- Proof of address if the Applicant Address is different from the address stated on the Business Registration Certificate
- Note 1: Please settle your account by cheque while your autopay application is being processed. Note 2: Additional documents may need to be provided for approval of the application (e.g. the latest annual financial statement).
- Note3: Subject to our requirements on individual case, customer may need to provide security deposit.

#### 車輌資料 **VEHICLE INFORMATION**

#### 請用英文正楷填寫。

Please complete this form in English with BLOCK LETTERS.

	請列印以下車輛號碼於咭面上	產品選排	密碼PIN		
	請別中以下半額影响水中国工 Please emboss vehicle number on the face of the card as below:	請填寫代表產品的 Please write dow the products sho	請圈出適用:		
	車輛號碼 Vehicle Number	Synergy 燃油 Synergy Fuels	非燃油產品 Non-Fuels	Circle if applicable:	
Card 1				要 / 不要 Yes / No	
Card 2				要 / 不要 Yes / No	
Card 3				要 / 不要 Yes / No	
Card 4				要 / 不要 Yes / No	
Card 5				要 / 不要 Yes / No	
Card 6				要 / 不要 Yes / No	
Card 7				要 / 不要 Yes / No	

# 產品選擇:

Synergy 燃油產品 Product Allowed: A - Supreme+ 特級汽油 + Extra汽油 + 柴油

X - Extra汽油 + 柴油

D - 柴油 G - Supreme+ 特級汽油 + Extra汽油 N - Supreme+ Only

N-Supreme+特級汽油

II - Extra汽油

D - Diesel only U - Extra Only X - Extra + Diesel

Synergy Fuels

A - Supreme+ + Extra + Diesel

G - Supreme+ + Extra

非燃油產品 A - 所有非燃油產品

L - 購買潤滑油 M- 便利店購物

N-不需要購買非燃油產品

Y - 購買潤滑油、更換潤滑油及洗車服務

Z - 便利店購物、更換潤滑油及洗車服務 Z - Convenience store items + services +

Non-Fuels A - All non-fuels products

L - Lubes only M- Convenience store items only

N - None

Y - Lubes + services + car wash

car wash

VERSION: CVFC2021001

#### 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(經不時修訂)所規範

獲發車隊店的人士或實體(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 概無責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。產品的所有 權及風險應在產品於相關埃克森美孚香港指定油站卸貨至相關客戶車輔時轉移至客戶。在沒有明顯 錯誤的情況下,按本條款及條件項下售予客戶並由相關埃克森美孚香港指定油站的設備所紀錄之產品 數量應視作進確及下確。

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,使用期應在咭上表明,或視情況

由埃克森美孚香港規定。

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。

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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。

客戶同意埃克森美孚香港在向客戶及使用者提供產品時可收集及使用任何客戶或使用者相關的個。 資料,以:作為埃克森美孚香港持續向客戶或使用者提供服務的一部份;處理客戶的車隊咭申請及 以判斷客戶是否合獲發車隊咭資格;或為符合或履行本條款及條件之目的而需使用的其他情況。所有 由埃克森美孚香港收集的資料均應遵照香港法例第486章《個人資料(私隱)條例》、及申請表隨附的 或不時以其他方法提供予客戶的埃克森美孚香港《個人資料收集聲明》使用。

7. 客戶僅可在埃克森美孚香港不時指定的油站使用車隊店。客戶在購買產品時應向油站職員出示 其車隊咕。客戶如作出要求,油站職員將車隊咕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。

客戶確認,倘若車牌號碼列印於車隊店上,當油站的職員獲出示該車隊店時,埃克森美孚香港僅會

**查證該車牌號碼。** 10. 產品將按照油站內所示的各其價格供應予客戶,減去任何埃克森美孚香港可能不時根據第18條提供

並已向客戶溝通的回扣。在本文第21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, 則指該等車隊店)而完成的交易負責並支付一切款項,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買(下稱 "記賬交易")均在記賬戶口內記賬。客戶

如獲發多張車隊店,埃克森美孚香港可將使用該等車隊店所進行的產品購買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 應被視為正確無誤,作為客戶欠負埃克森美孚香港的數額的最終證明。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。任何根據本條款及條件項下在非銀行工作 天到期之付款應視作須於縣接該等非銀行工作天之前一天繳付。 12. 除非客戶另有要求,否則,發票應以電子發票的形式發送,該發票將發送到客戶於車隊咭申請表上

指定的電子郵件地址。埃克森美孚香港保留就客戶要求的紙質發票收取費用的權利。埃克森美孚香港 有權在向客戶發出書面通知後立即全權酌情決定暫停、取消或中止向客戶提供的電子發票服務, 而毋須承擔任何責任及披露任何理由。如果暫停、取消或中止取消電子發票服務,埃克森美孚香港 將恢復以紙質格式將發票發送到客戶在埃克森美孚香港記錄中出現的最後一個郵寄地址。

13. 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。在任何情况下,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。

14. 在不損害埃克森美孚香港其他權利的情況下,如果客戶沒有在到期日前全額付款,埃克森美孚香港 及/或收賬服務商(如有聘任)保留以下述較低的利率向客戶收取未付金額的利息的權利:香港 銀行公會(HKAB)網站https://www.hkab.org.hk/DisplayInterestSettlementRatesAction.do公佈的 1個月港元利息結算利率("參考利率")加上年利率10%,或適用當地法律允許的最高利率(如果有)。 利息費用將從到期日起每日計算,直至埃克森美孚香港收到全額付款。計算所用的參考利率為每年 6月1日(或6月第一個工作日)的有效利率,並且可以每年調整。如果當地市場情況有重大變化時, 埃克森美孚香港保留更頻繁地調整參考利率的權利。

15. 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 以及車隊時協議(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 將於車隊站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。如根據本條件及條款 第6條所載而對客戶進行的信用檢查顯示客戶信用可靠度不足以繳付本條款及條件項下已到期款項。 及/或不時從客戶收到之抵押不再足夠擔保本條款及條件項下的客戶付款責任,埃克森美孚香港應有權 單方面於任何時間暫停使用任何車隊店的權利,直至埃克森美孚香港認為客戶具有足夠信用可靠度, 及/或由客戶收取的抵押足以擔保本條件及條款項下之付款責任。

16. 埃克森美孚香港可調動客戶繳付之任何款項用作清還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款項予 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後,把客戶任何 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, 用以清濃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 項下的抵鎖權和調動權,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。

17. 客戶應遵守車隊咕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。 18. 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

19. 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酌情決定是否接受 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事項作出 每 更 动 取 消 。

20. 客戶的辦事處地址或住址或電子郵件地址如有任何更改,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。

21 客戶須保管車隊時及與車隊時一起使用的私人密碼(如有申請)的安全。車隊時如有任何清失或失竊 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店中心電話熱線 報失,並在3個工作日內以書面通知確認。儘管發生任何上述擴失、失義或泄露,客戶仍須對所有使用車隊咭而完成的記賬交易負責,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涌知後的首個工作日止。

22. 客戶如因車隊咭及/或私人密碼遺失、失竊或泄露或需更改選擇項目而須另行補發新店,埃克森美孚 香港有權向客戶收取其不時釐定的費用。

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。

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。

25. 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店後終止車隊店的使用。交回的 車隊咭應剪為兩截。客戶須負責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。

26. 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債能力、破產或清盤提出呈讀或倘若客戶逝世,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。

27. 埃克森美孚香港在法律允許的最大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。

28. 在無損本條款及條件其他規定的前提下,埃克森美孚香港對由於延誤或未能更換任何車隊咭及/或 任由於任何機器、系統或處理器的故障或失誤、工業糾紛、戰爭、天災、系統故障及埃克森美孚香港 控制範圍以外的任何情況而導致客戶蒙受的任何損失或損害,毋須承擔責任。

埃克森美孚香港對於任何由於任何埃克森美孚香港指定油站的經營商、埃克森美孚香港的指定代理、 承包商及/或供應商的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車隊店)而導致客戶的 任何损失或损害, 毋須承擔任何責任。客戶應就車隊時之安全保管及妥善使用向埃克森美孚香港承擔 責任,並就使用車隊咭時蓄意行爲失當或嚴重疏忽而引致或造成的所有損失向埃克森美孚香港作出 賠償。客戶如與或對任何埃克森美孚香港指定油站的經營商、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。

30. 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任何通知,除非該撤銷以書面作出。 埃克森美孚香港與客戶如已訂立車隊咭協議("車隊咭協議"),在該協議仍然存續有效時,車隊咭協議

與本條款及條件之間如有任何歧異,一概以車隊咭協議所載條款為準。

32. 埃克森美孚香港保留在通知客戶,或透過以下網站發布最新版本https://www.esso.com.hk/zh-hk/ cards-and-payments/fleet-card的情況下添加,刪除和/或更改任何這些條款和條件的權利。在這些 條款和條件的任何更改生效之日後,客戶對卡的使用即構成客戶對此類更改的接受,無需保留。如果

客戶不接受任何建議的更改,則客戶應在該更改的生效日期之前將卡退還給埃克森美孚香港 埃克森美孚香港可在向客戶發出書面通知後,將其在本條款及條件下的全部或任何部份權益及利益 輔讓或將其全部或任何部份責任轉移予任何人士,毋須獲得客戶的同意。

34. 本條款及條件的權益對埃克森美平香港及其承繼人及受讓人適用,並對客戶及其承繼人及遺產代理人 目有幼束力。

35. 埃克森美孚香港根據本條款及條件發出的任何通知須以書面作出,並以郵遞、電子郵件或在香港的任何 日報刊登廣告的形式送達予客戶。任何通知在下列情況下視作已送達予客戶:(i)如以郵遞方式發送 按客戶最後以書面通知埃克森美孚香港的地區投郵後的第三日;(i)如以電子郵件發送,則將通知發送到 客戶指定電子郵件地址的日期;及(ii)如在香港的日報刊登廣告,該通知刊登在香港的日報之日。

36. 任何一方不應為其延遲或不履行該方在本條款及條件項下需要遵守或履行的任何事項而承擔責任, 如果延遲或不履行是因受影響一方合理不能控制的情況下而引致,在一般原則下包括但不限於戰爭 敵對事件;動亂;敵對行為;破壞;罷工;閉廠;勞工或僱傭糾紛或糾葛;火災;水災;風暴;颱風; 自然災害;意外;失靈或為進行修理、維修或檢查而閉廠;禁運或其他進出口限制;遵循任何由政府 公用事務機構或其他有法定效力機關的規則、指令或要求。惟受影響一方應妥善地執行合理步驟 以補救延遲或不履行的起因。

一旦出現引致延遲或不履行責任的任何緊急情況,任何一方必須立即通知另一方。 如經埃克森美孚香港合理認為,任何產品的現有或未來的常規來源出現或可能出現供應短缺,以致 埃克森美孚香港無法應付或可能無法應付每一個旗下油站整體產品需求,則埃克森美孚香港應根據 其酌情權在公平合理基礎上自由將當時可供應的該等產品分配至旗下油站而毋須向客戶交待。埃克森 美孚香港毋須根據本段所述之任何原因補充任何缺少之供應。

37. 客戶(獲埃克森美孚香港同意除外)不得自行使用或向任何人士披露及應盡一切合理努力避免公佈或 披露本條款及條件或其詳情、有關埃克森美孚香港之業務或財務或其任何生意、交易或事務的保密 資料,惟本段條文不適用於以下情況

任何接收方已從本條款及條件以外情況知悉之資料

任何非因客戶本身因違反本條款及條件的行為而已成為或將成為公眾已知之資料

接收方應任何法律或任何法庭命令,或應任何政府或其他機關(包括但不限於任何股票交易所或 證券委員會)之任何指引、要求或規定(不論是否具有法律效力)的要求,必須披露之資料;惟客戶 必須盡早誦知嫔克森美孚香港,並須採取所有合理步驟以在法律許可情況下保持資料保密性;

d) 接收方因要保護或執行任何其於本條款及條件下權利,為此目的需向要知悉該等資料之人士 作出披露之資料;及

客戶向其法律顧問、會計師及其他專業顧問披露的資料。

38. 本條款及條件以英文及中文編寫,中英文版之間如有任何歧異,一概以英文版為準。

39. 本條款及條件項下埃克森美孚香港與客戶的關係應只為產品的賣方及買方。任何其他埃克森美孚 香港與客戶間的關係均在此豁除。

40. 本條款及條件受中華人民共和國香港特別行政區法律管轄並按其詮釋。

41. 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 條件内的任何條款。

備註:這是《車隊咭條款及條件》的最新印刷版本,您可以在https://www.esso.com.hk/zh-hk/ cards-and-payments/fleet-card中找到最新版本。

#### Esso Fleet Card Terms & Conditions

The use of the Fleet Card (the "Card") issued by ExxonMobil Hong Kong Limited ("EMHK") is subject to thefollowing Terms and Conditions (as the same may be revised from time to time):

1. The entity to whom the Card is issued (the "Customer") may only use or allow some of its designated employees, officers, members, partners or owners to use the Card ("Users") 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. Title to and risk of loss of the Products shall pass to the Customer upon loading of the Products into the relevant Customer vehicle at the relevant service station designated by EMHK. The quantity of Products sold to the Customer hereunder as recorded by the devices at the relevant service station designated by EMHK shall be deemed to be accurate and correct in the absence of manifest error.

The Card shall only be valid for use within the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") for such duration as shall be specified on the Card or, as the case may be prescribed by EMHK.

The Card is, and will be at all times, the property of EMHK.

4. The Card is not transferable.

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.

The Customer agrees that EMHK may collect and use any personal data relating to the Customer or the Users in connection with the provision of the Products to the Customer and the Users; as part of the ongoing services provided to the Customer or the Users by EMHK: to process the Customer's application for a Card and to determine the Customer's eligibility to receive a Card; or otherwise for the purposes of complying with or performing these Terms and Conditions. All personal data collected by EMHK shall be used in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and EMHK's Personal Information Collection Statement that is enclosed with the application form or as otherwise provided to the Customer, from time to time.

The Customer shall procure that the Users use the Card only at the service stations designated by EMHK

from time to time. The Customer shall procure that the Users produce the Card to the attendant at the service station whenever the User wishes to make a purchase. The attendant will return the Card to the User together with a statement of the Products purchased on that occasion should the Customer so requests. The Customer acknowledges and agrees that the User shall be deemed to accept the details on the statement as correct on behalf of the Customer, unless the User 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. The Customer shall at all times remain responsible and liable to EMHK for the actions or omissions of the Users.

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).

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. The Products shall be supplied to the Customer at their respective prices as shown at the service

stations less any rebate that EMHK may offer and have communicated to the Customer from time to time pursuant to paragraph 18. Subject to paragraph 21 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 deemed 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. Any payment hereunder which falls due on a non-banking day shall be deemed to become payable on the day that immediately precedes such non-banking day(s) 12. Unless other requested by the Customer, the Invoices shall be in the form of e-Invoices which will be sent

to the e-mail address(es) designated by the Customer on the application form for the Card. EMHK reserves the right to charge a fee for paper Invoices requested by the Customer. EMHK may, without any liability and disclosing any reason, suspend, cancel or discontinue the e-invoicing service rendered to the Customer at its sole discretion forthwith upon giving the Customer a written notice. In the event of such suspension cancellation or discontinuance of the e-invoicing service, EMHK will revert to sending the Invoices in paper format to the Customer's last mailing address appearing on EMHK's record. 13. The Customer shall settle promotly 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 Customer may have including but not limited to disputes relating to the Vehicle Profiles Function. 14. EMHK shall (i) include all supplies made under the Card within a month in an invoice; and (ii) summarise

all invoices of the Card(s) in a Statement for issuance to Customer on a monthly basis. The total balance as shown in a monthly Statement shall be settled by Customer in full on or before the due date specified in the relevant Statement. If Customer fails to pay in full by the due date, without prejudice to all rights and remedies that EMHK may have at law and under these Terms and Conditions and the Fleet Card Agreement (if any), EMHK shall have the right to (a) charge interest on the outstanding amount at the lesser rate of 1-month HKD Interest Settlement Rate published on Hong Kong Association of Banks (HKAB) website https://www.hkab.org.hk/DisplayInterestSettlementRatesAction.do ("Reference Rate") plus 10 percent per annum, or the maximum rate, if any, allowable under applicable local law. The interest charge will be calculated daily from the due date until EMHK receives full payment. The Reference Rate used will be the effective rate on June 1 (or first working day) of each year and may be adjusted annually. EMHK reserves the right to adjust the Reference Rate more frequently when there is material change in local market conditions; (b) suspend supply of the Products to Customer at the service stations designated by EMHK; and/or (c) terminate the Fleet Card Agreement (if any) by giving to Customer no less than 7 days' prior notice in writing.

15. 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. EMHK shall have the right to unilaterally suspend use of any Card at any time in the event credit checks on the Customer under paragraph 6 hereof reveals the Customer not to be credit worthy for the payment due hereunder and / or the security from time to time received from the Customer ceases to adequately secure the Customers payment obligations hereunder until such time as the Customer is determined by EMHK to be credit worthy and /or the security taken from the Customer adequately secures its payment obligations hereunder.

16. EMHK shall be entitled to 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).

- 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 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
- 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
- 21. The Customer shall and shall procure that the Users 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.
- 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 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.
- 26. 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.
- 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 furthest 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. 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(s). 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, 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 without reservation by the Custome 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
- 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. 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: (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.
- If in 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 total 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 the causes referred to in this paragraph.
- 37. 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 or finance 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) to any information which is or becomes public knowledge otherwise than as a result of its own
- (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**

- 1. 本公司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")將會旅本申請的目的使用和依賴該等資料。 2. 本公司確認已獲授權向埃克森美孚香港就本申請表項下或與其有關的任何附属證明文件提供個人資料 本公並同意埃克森美孚香港應有權按其已提供的《收集個人資料聲明》使用,傳輸,披露,處理和存儲
- **該**笔個人資料。 3. 本公司確認車隊咭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隊咭協議條款以及不時 適用於車隊店的標準條款及條件("標準條款")所規範,按本公司了解,該標準條款將於本申讀獲批准時 連同本公司的車隊咭一併交付予本公司。本公司一經使用該車隊咭,即代表本公司已接納標準條款。
- 本公司同意盡本公司的最佳努力促使本公司獲發的車隊店的授權使用人遵守標準條款的規定。 4. 本公司同意,在車隊咭協議仍然存續有效時,車隊咭協議與標準條款之間如有任何歧異,一概以車隊咭
- 協議所載條款為進。 本公司確認,倘若本公司不彈擇將車牌號碼列印於本公司的車隊時上,任何人十如按照標準修數的規定 在埃克森美孚香港指定的油站向油站職員出示該車隊咭均可使用該車隊咭,埃克森美孚香港毋需查證
- 使用者的身份。 本公司確認,倘若本公司選擇將車牌號碼列印於本公司的車隊咭上,當油站的職員獲出示該車隊咭時
- **设古森美孚委讲任会查验该由牌张匯。**
- 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。
- 8. 本聲明書以英文及中文編寫。中英文版本之間如有任何差異,應以英文本為準
- 1. 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 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.
- 3. 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.
- 4. 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.
- 5. 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/them 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. 7. We agree that EMHK may decline our application without giving any reason.

  8. 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 Authorized on behalf o	d Signature	公司蓋章 Company Stamp
姓名 Name		
職位 Position		
日期 Date		

告戶必須採用銀行自動轉賬方式結賬,請告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				ł No.		大賬戶 ount						
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。

如因該等轉脹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。

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

- 埃克森美孚香港有限公司(「埃克森美孚香港」)可於客戶參加重隊時計劃(「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持續提供服務時,向客戶收集個人資料,包括但不限於其指定 成員,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,電子郵件地址和車輛登記號碼("個人
  - 倘客戶未能夠提供個人資料,埃克森美孚香港可拒絕讓其參加計劃。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 谁行核财。
- (2) 客戶同意,埃克森美孚香港可將個人資料作以下用途: (i) 開立及維持客戶的户口、其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地的資格;(iii)核實客戶的身分;(iv)向客戶提供計劃 下的服務和優惠; (v) 就其户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 提供客户服務;和 (vii) 作統計分析和市場研究用途。
- 客戶(代表自己及用戶)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 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營運或業務(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,埃克森美孚香港可為了遵照香港《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。
- 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、折扣店 計劃、銀行信用咭計劃、私人客戶咭計劃、車隊咭計劃及其他與石油有關的計劃有關的營銷材料以及與油站便利店 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以作推銷其產品或服務。

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 公司,獨資經營或合夥企業使用及為其服務。如有任何營銷材料被發送到用户,則該材料的發送是視作用户為 客戶的代表而非針對他們的個人身份而發送。 根據《個人資料(私隱)條例》,獲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。客戶亦可在一般辦工時間致電客戶服務 中心,電話3197-8188。客戶應確保其有權披露終等個人資料予埃克森美孚香港而用戶已獲通知有關本第(5)條款
- 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VIA部分下的要求條文)的規定並己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訊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已(1) 在收集資料時或之前通知資料當時人為本聲明列載目的會向第三方披露資料的可能性;或(2)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已獲得資料當事人的事先書面同意。
  - 「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) 本聲明以中文和英文編寫。如有差異,以英文本為準。

#### PERSONAL INFORMATION **COLLECTION STATEMENT**

- (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 Fleet Card Programme ("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 ("Personal Data") of designated members, 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 BIHIK or any other programme in which EMHIK is a participant.

  (2) The Customer agrees that the Personal Data may be used by EMHIK 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 customer service; and (viii) 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 within or outside Hong Kong, EMHK may also disclose, within or outside Hong Kong, the Customer's Personal Data to any proposed or actual partine, 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 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 such third parties to market their own products or services, without consent from 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, General Post Office, 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 within 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.

KONG 游技部 上數票 **NO POSTAGE** NECESSARY IF POSTED IN HONG K 对在本治 的海路上

> SERVICE INESS REPLY SERV LICENCE NO.6326 BUSINESS

EXXONMOBIL HONG KONG LIMITED **GENERAL POST OFFICE** 90.BOX NO.9780 HONG KONG

-ICENSEE 郵費由持 牌人支付 PAID BY