

重要事項：你使用加德士能源咭 (StarCard) 之前，請先仔細閱讀下列合約 (“本合約”)。

雪佛龍香港有限公司(『雪佛龍』)按照下列條款與條件發出能源咭 (StarCard) (『本咭』)：

在本合約中，『顧客』指獲得雪佛龍發行本咭的任何人士或單位；『單位』一詞包括公司、合夥商行及其他具有法律身份的單位，不論是否已成立為法團；雪佛龍的『關聯機構』是指直接或間接“控制”雪佛龍或被其“控制”的單位，或者與雪佛龍接受同一母公司“控制”的單位。上述“控制”的定義是指有權力指示或促成某單位的管理及重要政策方向，無論有關權力來自擁有某單位發行的可投票證券，或根據合同或其他方式行使(包括直接或間接地擁有某單位發行之50%或以上的可投票證券)。

I. 使用本咭

1. 本咭是雪佛龍的財物；顧客必須在雪佛龍提出要求時立即將本咭交還雪佛龍。在沒有提出任何理由或預先通知顧客的情況下，雪佛龍有權隨時終止顧客使用本咭及本合約並且無須向顧客支付賠償金。
2. 一經使用本咭，顧客即表示已經同意：(甲) 受本合約中所列的所有條款與條件制約(雪佛龍有絕對的酌情權決定隨時修改該等條款與條件)；和(乙) 負責支付由於使用本咭而產生的一切費用。
3. 在符合第I部分第6條的情況下，顧客可以隨時取消本咭賬戶，但須給予雪佛龍不少於十五(15)個工作天的提前書面通知。有關通知須同時附上被剪成兩半的本咭。
4. 本咭只供顧客購買雪佛龍指定的產品及服務以及只適用於顧客預先指定的一輛車(“指定車輛”)。
5. 雪佛龍有絕對的酌情權決定本咭的可循環再用信貸額度(“指定信貸額度”)，以供顧客利用本咭以信貸的方式購買雪佛龍產品及服務。在任何時候，顧客尚欠雪佛龍之款項及剩餘之可用信貸額不能多於指定信貸額度。雪佛龍有絕對的酌情權在任何時候、在不提出任何理由或預先通知顧客的情況下，調整或取消本咭的指定信貸額度。
6. 除非顧客按照本合約第I部份第12條被雪佛龍解除責任，顧客須支付使用本咭已完成的所有交易的欠款。顧客接受使用本咭的一切風險，包括但不限於本咭在沒有顧客知情或授權的情況下被使用，或者被用於非指定車輛上。雪佛龍對本咭交易的一切記錄(包括但不限於雪佛龍電腦記錄及人手簽發單據)對顧客有最終約束力。
7. 雪佛龍將每月印發月結單及/或發票(“結算文件”)予顧客。結算文件包括雪佛龍認為適當的資料，如：(甲)在結算文件所列的日期(“指定日期”)前的指定時段內產生的交易記錄，(乙)本咭賬戶下的總欠款，以及(丙)顧客付款的到期日及支付方式。顧客有責任認真閱讀結算文件的資

料，以及在指定日期起計三十（30）天內向雪佛龍提出書面要求修正結算文件的錯誤，附帶令雪佛龍滿意的修正證明文件。顧客同意，除非結算文件按照本條款被修正，其對顧客有最終約束力。

8. 顧客須以港元支付欠付雪佛龍的全部款項。如顧客在付款到期日仍未付清全部的欠款，雪佛龍將於每個付款到期日後直至繳清欠款為止，向顧客收取1%(或不時於結算文件背面所指定的逾期手續費)的逾期欠款額作為逾期手續費。顧客並須負責支付雪佛龍由於執行本合約及/或追收顧客在本合約項下欠付雪佛龍的款項而產生的所有合理費用與開支(包括但不限於按全面彌償基準計算的法律費用，聘用追收欠款機構的費用，以及其他數額的費用)。雪佛龍有權，但無義務，將顧客在雪佛龍其他賬戶內的按金及/或信用餘款抵扣顧客在本咭賬戶中的任何欠款。
9. 如顧客在到期日只繳付部分欠款，雪佛龍有權決定如何分配顧客的還款。
10. 雪佛龍有絕對的酌情權要求顧客提供抵押品或其他擔保，作為顧客使用本咭購買產品與服務的保證。
11. 儘管本合約有其他規定，雪佛龍有絕對的酌情權在任何時間要求顧客按雪佛龍的記錄，立即付清顧客在本咭賬戶下的全部欠款。
12. 顧客須妥善保管本咭。如顧客遺失本咭或本咭被盜竊或破壞，顧客須立即書面通知雪佛龍。顧客同意向雪佛龍繳付因本咭損壞、遺失或被竊而須補發本咭的合理收費。如雪佛龍對於本咭的遺失或被竊的情況有所懷疑，雪佛龍有權不接受該等遺失或被竊通知。在雪佛龍向顧客正式表示接受本咭遺失或被竊的通知前，顧客須支付本咭被使用而產生的所有欠款，包括在顧客通知雪佛龍遺失本咭或本咭被盜竊之後產生的欠款。在雪佛龍向顧客正式表示接受本咭遺失或被竊的通知的一小時後，顧客無須對其後因本咭的使用所產生的欠款負責。

II. 保密資料及信貸審查

1. 如下列各項細節有所變更，顧客須立即以書面形式通知雪佛龍，並須附上該等細節變更的有關證明：顧客的電話號碼、住址、辦公室地址、指定車輛的註冊車輛號碼，或顧客於申請/延續/使用本咭而雪佛龍要求提供的其他資料。
2. 在本合約期內，顧客須在雪佛龍提出要求的十四（14）天內或在雪佛龍沒有提出要求的情況下每隔六個月向雪佛龍提供有關其財政狀況、商業活動的資料（有關資料尤其是指，但不限於，可支持雪佛龍給予顧客信貸額或增加其信貸額的資料）。如雪佛龍在任何時候提出要求，顧客須在指定的期限內向雪佛龍提供，雪佛龍有最終酌情權決定的全新、新增及/或替換的抵押品或其他擔保；在雪佛龍收到該等抵押品或擔保以前，雪佛龍有權不予裝貨/交貨，及/或有權要求顧客預付款項或

在產品交付時支付款項。

3. 顧客同意，雪佛龍為了營銷、行政管理、追收賬款或向顧客搜集資料時通知的用途，可以向任何第三方透露或者允許其使用有關顧客賬戶的任何資料，或顧客的個人或公司細節。

III. 修訂本合約

雪佛龍保留權利在無須給予顧客預先通知的情況下，隨時單方面修訂及/或刪除本合約中所列的任何條款與條件(包括但不限於更改費用與收費標準)。顧客在任何該等條款及條件的變更生效日期後使用本咭，即表示顧客已經接受及會遵守有關變更。如顧客不接受雪佛龍建議的任何變更，顧客須在變更生效日期前根據第1部份第3條款將本咭交還雪佛龍。本合約的條款與條件及其後的變更構成雪佛龍與顧客之間的全部協議。

IV. 利益衝突

1. 顧客以及其職員、僱員、授權代表及代理人，將不會在未得雪佛龍書面同意前：(甲) 與履行本合約相關的情況下，向雪佛龍及其任何附屬機構的職員、僱員或代理人，贈予或從其取得任何佣金、費用、回扣、饋贈或其他有償款待，或者，(乙) 與雪佛龍或其關聯機構的職員、僱員或代理人達成其他形式的商業協定。
2. 如有違反本部份的規定，顧客應立即通知雪佛龍並償還雪佛龍因其違反本部份所收到的一切價款和物品。
3. 除本部份給予雪佛龍的權利外，如在本合約簽訂前顧客有違反本部份規定的行為而直接或間接導致雪佛龍同意簽訂本合約，雪佛龍有權隨時終止本合約及無須向顧客支付賠償金。

V. 其他條款

1. 顧客同意遵守適用本合約的所有法律，包括有關政府及國際公眾組織官員交易的法律。
2. 雪佛龍可將其在本合約中的全部或部份利益、權利與義務讓予或轉移給其任何關聯機構，而無須取得顧客的事先同意。
3. 在本合約中，如文義有此需要，單數詞包含複數詞的含義，反之亦然；而單一性別的詞語亦包含所有其他性別。
4. 本合約須受香港特別行政區（“香港”）法律管轄，並依照香港解釋。各方同意接受香港法院的非專屬權管轄。
5. 本合約及其項下的相關文件(包括結算文件)可以英文或中文書寫，如同時備有中英文文本時，則只有英文文本有法律約束力，中文文本僅為翻譯文本及只作參考用途。

6. 欲查詢雪佛龍的私隱政策，請瀏覽www.caltex.com.hk。
7. 各方同意本合約不會在雪佛龍、雪佛龍關聯機構及顧客以外的任何實體中或代表其創建任何權利或訴訟。任何非本合約的締約方的其他實體不得根據“合約（第三方權利）條例”（香港法例第623章）執行。

Important: Before you use the Caltex StarCard, please read the StarCard Agreement (“Agreement”) printed below.

This StarCard (the “Card”) is issued by Chevron Hong Kong Limited (“Chevron”) on the following terms and conditions: In this Agreement, “Customer” means any person or entity to which a Card is issued by Chevron; “entity” includes corporation, partnership and other entities, corporate or unincorporated having legal capacity; and an “Affiliate” of Chevron means any company directly or indirectly controls or controlled by or is under direct or indirect common control with Chevron. For the purposes of this definition, “control” (including its correlative meanings, “controls”, “controlled by”, and “under common control with”) means the power to determine the direction of the management or material policies of a person, whether through ownership of voting shares, agreement or otherwise (including by direct or indirect beneficial ownership of 50% or more of the voting shares of an entity).

I. Use of the Card

1. The Card is the property of Chevron and shall be returned to Chevron immediately by the Customer upon Chevron's request. Chevron reserves the right to terminate the use of the Card and this Agreement at any time without giving any reason or prior notice and without payment of compensation to the Customer.
2. Once the Card is being used, the Customer agrees: (a) to be bound by all the terms and conditions which are set out herein (as may be amended from time to time by Chevron at its absolute discretion); and (b) to pay for all charges incurred in connection with the use of the Card.
3. Subject to Clause 6 of Section I, the Customer may at any time cancel the Card account by giving Chevron a prior written notice of not less than fifteen (15) working days and by returning to Chevron the Card duly cut into two halves together with such written notice.
4. The Card may only be used by Customer to purchase Chevron’s designated products and services. Also, the Customer may only use the Card with respect to a vehicle (“Vehicle”) designated by the Customer.
5. Chevron may at its absolute discretion extend to a Customer a revolving credit limit (“Designated Credit Limit”) to purchase on credit Chevron’s products and services with the use of the Card. At any given time, the moneys owing to Chevron under the Customer’s Card account, and the credit which may be utilized by the Customer, shall not exceed the Designated Credit Limit. Chevron may at any time at its absolute discretion revise or discontinue the Designated Credit Limit without cause and without prior notice to the Customer.
6. Except to the extent that payment liability is released under Clause 12 of Section I by Chevron, the Customer shall pay for all moneys owing to Chevron under the Card account with respect to all the transactions which have been effected by the use of the Card. The Customer assumes all risks associated with the use of the Card, including but not limited to the use of the Card which is without the knowledge or authority of the Customer, or which is not related to the Vehicle. Records of Chevron (including, but without limitation, Chevron's computer records and manual vouchers) for the Card transactions shall be conclusively binding on the Customer for all purposes.
7. A monthly statement/invoice (“Settlement Document”) will be sent to the Customer containing such information as Chevron considers relevant. Such information may include: (a) details of the transactions effected in the period immediately preceding the date (“Defined Date”) of the Settlement Document, (b) total amount outstanding on the Card account, and (c) the payment due date and manner of settlement by the Customer. It is the duty of the Customer to read the details of the Settlement Document and to correct any error contained in the Settlement Document by sending to Chevron a written request, supported with documents which are acceptable to Chevron for the rectification, within thirty (30) days of the Defined Date. The Customer accepts that the Settlement Document shall be conclusively binding on the Customer unless it has been corrected in accordance with this Clause.
8. All moneys due by the Customer to Chevron shall be paid in Hong Kong dollars. For any part of the moneys which have not been paid in full after the payment due date, Chevron will charge Customer 1% (or at such other rate as maybe set out at the back of your Settlement Document) of the overdue amount after each payment due date until full settlement as an administration fee for late payment.

The Customer shall pay for all costs and expenses (including, without limitation, legal fees on a full indemnity basis, costs of engaging collection agents and other expenses) reasonably incurred by Chevron to enforce this Agreement and/or recovering any money due to Chevron under this Agreement, Chevron may, but is not obligated to, set off any money owed to Chevron under the Card account against any deposit and/or credit balance on whatever account that the Customer may have with Chevron.

9. If the Customer only makes a partial payment on any money due, Chevron shall have the right to apply the payment in a manner it considers appropriate.
10. Chevron may at its absolute discretion require the Customer to provide to Chevron such collateral or other security as Chevron may consider necessary in relation to the Customer's use of the Card to purchase Chevron's products and services.
11. Notwithstanding any provision of this Agreement, Chevron may at any time at its absolute discretion require the Customer to immediately pay for all moneys owing to Chevron under the Card account according to Chevron's records.
12. The Customer shall keep the Card under safe custody. The Customer shall inform Chevron immediately, and confirm in writing, on any damage, loss or theft of the Card. The Customer agrees to pay Chevron a reasonable replacement fee for the issuance of a new Card to replace the damaged, lost or stolen Card. Chevron reserves the right not to accept any purported notice of loss or theft if the Customer cannot justify the circumstances of the loss or theft of the Card. Until Chevron officially accepts the Customer's notice on loss or theft of the Card, the Customer shall remain liable for all payments incurred by the use of the Card including all payments which arise after the purported loss or theft of the Card. Once Chevron officially communicates to the Customer that it has accepted the notice on loss or theft of the Card, the Customer shall be released from any liability incurred by any use of the Card which is made one hour after the official communication.

II. Confidential Information and Credit Review

1. The Customer shall promptly notify Chevron in writing of any change of the following and shall provide Chevron with appropriate evidence to support such change: his telephone number, residential address and office address, the registered vehicle number of the Vehicle, and such other information as may be required by Chevron from time to time in connection with the application, renewal and use of the Card.
2. During the term of this Agreement, the Customer shall provide Chevron, within fourteen (14) days of Chevron's request and in any event on a six-monthly basis without being requested, with information in respect of the Customer's financial condition, business activities and, in particular, but without limitation, such information as may be necessary to support the extension of any or further credit to the Customer. If so required by Chevron from time to time, the Customer shall, within the period specified by Chevron, provide Chevron with such new, additional and/or replacement collateral or other security as Chevron shall in its absolute discretion decide and Chevron shall be entitled to withhold shipments/deliveries and/or to demand payments to be made in advance or on delivery until such collateral or security is received.
3. The Customer agrees that Chevron may disclose or allow any third party to use any information relating to the Customer's account with Chevron or his personal or corporate details for marketing, administrative or account collection purposes or for such other purposes as Chevron shall inform the Customer at the time of collection of the information.

III. Terms of the Agreement

Chevron reserves the right to amend from time to time, without advance notice to the Customer, any of the terms and conditions of this Agreement including but not limited to rates of charges and fees. If the Customer uses the Card after the amended terms and conditions become effective, the Customer shall be deemed to have agreed to and shall be bound by the amended terms and conditions. If the Customer does not accept the amendments, the Customer may cancel the Card by returning it to Chevron before the effective date of the amendments pursuant to Clause 3 of Section I. The terms and conditions of this Agreement including all

amendments made from time to time constitute the complete agreement between Chevron and the Customer.

IV. Conflicts of Interests

1. The Customer, and its officers, employees, authorized representatives and agents, shall not without the prior written consent of Chevron (a) give to, or receive from, any officer, employee or agent of Chevron or any of its Affiliates any commission, fee, rebate, or any gift or entertainment of value in connection with the obligations to be performed under this Agreement, or (b) enter into any other business arrangement with any officer, employee or agent of Chevron or any of its Affiliates.
2. The Customer shall promptly notify Chevron of any violation of this Section IV and repay or credit Chevron any consideration received as a result of such violation.
3. In addition to its rights under this Section IV, if Chevron's consent to enter into this Agreement is a direct or indirect result of violation of this section by the Customer prior to the date of this Agreement, Chevron may at its option terminate this Agreement at any time without compensation to the Customer.

V. Other Terms

1. The Customer agrees to abide by all the laws applicable to this Agreement, including the laws that concern the dealings of officials of government and public international organizations.
2. Chevron may assign or transfer all or any of its interests, rights and obligations under this Agreement to any of its Affiliates without the prior consent of the Customer.
3. In this Agreement, where the context so requires, words importing the singular include the plural and vice versa; words importing a gender include every gender.
4. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). The parties agree to submit to the non-exclusive jurisdiction of the Courts of Hong Kong.
5. This Agreement and all other documents (including the Settlement Document) entered into or issued pursuant to this Agreement may be written in either English or Chinese languages. If any aforesaid document is written in both English and Chinese languages, only the English version shall be legally binding and the Chinese version shall only be a translation and for reference only.
6. Please refer to the Caltex website www.caltex.com.hk for information on Chevron's privacy policy.
7. Each party intends that this Agreement will not create any right or cause of action in or on behalf of any entity other than the Customer, Chevron and Chevron's Affiliates. Any other entity who is not a party may not enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of Laws of Hong Kong).