重要事項 – 閣下使用「加德士能源咭」前，請詳細閱讀下文之「加德士能源咭合約」。

加德士能源咭合約

加德士能源咭（下稱「本咭」）由加德士石油（澳門）有限公司（下稱「加德士」）按下列條款及條件發行：－

1. 本咭乃加德士財物。加德士保留隨時收回本咭及終止此合約之權利。

2. 本咭印有車牌登記號碼、申請人名字(本咭持有人)及油咭號碼。持有本咭之人士（下稱「客戶」）祇可購買加德士石油產品以供該車輛使用。客戶出售或轉讓其車輛時，須立即通知加德士及同時將本咭交還加德士。

3. 客戶可隨時以書面通知加德士終止此合約並同時退回本咭；客戶亦可預設置本咭有效期，到期時終止此合約並同時退回本咭。

4. 客戶在交回本咭前，須將該咭剪成兩半作廢，以防在退咭前被盜用。

5. 除非客戶按照本合約第 6 條被加德士解除責任，客戶須對使用本咭完成的所有交易的款項負責及支付，不論交易是否由客戶授權以及交易是否與其車輛有關，在任何情況之下，所有交易都是以加德士之紀錄為準。

6. 客戶須妥善保管其本咭，不得將本咭轉讓予任何人。若本咭遺失或遭盜竊，應立即通知加德士，並以書面證實。客戶仍須為遺失或盜竊通知生效前使用本咭所達成之交易負全責。如果加德士對於本咭報失之情況有所懷疑，加德士有權不接受該項報失之通知。當補發新咭時，客戶須繳付加德士所訂立之費用。

7. 如本咭持有人(申請人)不是車輛持牌人，且本咭持有人無力償債或存在拖欠行為，加德士絕對有權向車主追討欠款，而車主須要全數支付本咭持有人在加德士記錄上之所有欠款。

8. 我們對持咭人和車主的所有權利不受持咭人和車主雙方的任何爭議或索賠的影響。

9. 每月 10 號，加德士指示銀行，透過客戶信用卡收取貨款，因客戶信用限額超額而令銀行在指定日期不能扣數，客戶須承諾以現金即時支付貨款之外，還要支付遲清償貨款之過期利息(年利率為 20%)。倘若客戶信用卡遺失或壞卡，客戶應書面立即通知加德士，並以現金結算已到期貨款，任何由於丟失或壞卡而逾期貨款之費用將按月利率為 2%計算。

10. 當客戶的信用卡(VISA、MasterCard 或銀聯信用卡)不能支付貨款時，客戶須承諾於從信用卡扣數日後之 3 個工作天內完成貨款的現金支付。

11. 遺失信用卡持卡人，除即時以書面通知加德士之外，須要在補發卡後 3 個工作天內，呈交更新的信用卡自動繳款授權書予加德士。車輛號碼更改，信用卡持卡人亦要即時呈交更新的繳款授權書予加德士。

12. 當本合約終止或持卡人破產或逝世時，加德士記錄的所有欠款須視為立即到期，能源咭申請人或遺產管理人/繼承人須向加德士悉數付清。

13. 客戶應以書面形式及時通知加德士以下任何變更，並向加德士提供此類更改的相關證明：電話號碼、地址、指定車輛號碼、車輛持牌人電話及地址，遺失信用卡之補發卡，以及客戶於申請/延續/使用本咭而加德士要求提供的其他資料。

14. Caltex 保留修改協議條款和條件的權利，並以書面形式通知客戶此類修訂。 客戶在修改生效之日後，由客戶使用該咭即構成客戶對該修正案的接受，除非在修改有效期之前，由加德士收到與本咭一併終止的通知。

15. 本合約以英文文本為準。

IMPORTANT - Before you use the Caltex Starcard, please read carefully the "Caltex Starcard Agreement" (“Agreement”) printed below.

THE CALTEX STARCARD AGREEMENT

The Caltex Starcard (the "Card") is issued by Caltex Oil (Macau) Limited ("Caltex") under the following terms and conditions: -

1. This Card is and will be at all times Caltex property. Caltex reserves the right to withdraw the card and terminate this agreement at any time.

2. The Card is printed with the license plate registration number, the applicant's name (the Card holder) and the Card number. A person who holds a Card (hereinafter referred to as "customer") may only purchase Caltex petroleum products for use in the vehicle. When the customer sells or transfers his/her vehicle, he/she must immediately notify Caltex and return the Card to Caltex at the same time.

3. The customer may at any time notify Caltex to terminate this Agreement and return the Card at the same time. The customer may also set the validity period of the Card, terminate the Agreement and return the Card at the same time upon expiry.

4. Before the handover of this Card, the Card shall be cut in half to prevent theft before being withdrawn.

5. Unless the customer has been discharged from liability by Caltex in accordance with Clause 6 of this Agreement, the customer shall be liable and liable for the payment of all transactions completed with this Card, whether or not the transaction is authorized by the customer and whether or not the transaction relates to its vehicle. In any case, all transactions are based on the record of Caltex.

6. The customer shall keep the Card in safe custody, not transfer the Card to anyone and, if the Card is lost or stolen, the customer shall promptly notify Caltex and confirm in writing. The customer shall be solely responsible for the transactions contemplated prior to the commencement of the loss or theft notice. If Caltex has doubts about the loss of the card, Caltex has the right not to accept the notice of the loss. When issuing a replacement Card, the customer will be required to pay the fee set out by Caltex.

7. If the Card holder (the applicant) is not a vehicle licensee and the Card holder is insolvent or has arrears, Caltex has the absolute right to recover the arrears from the vehicle owner and the vehicle owner is required to pay all the arrears of the Card holder on the Caltex record.

8. Our rights relating to the Card holder and the vehicle owner are not affected by any dispute or claim the Card holder and the vehicle owner may have against each other.

9. On the 10th of each month, Caltex instructs the bank to collect payment through customer credit card. In the event that the bank is not able to deduct the amount on the specified date due to the customer’s credit limit exceeded, the customer is required to pay an immediate payment in cash, but also the late interest of 20% per annum on the late payment. If the customer's credit card is lost or bad card, the customer shall promptly notify Caltex in writing and settle the due payment in cash. Any overdue payment owing to lost or bad card is charged a monthly interest rate of 2%.

10. When the payment cannot be paid by customer’s credit card, the customer should undertake to pay the due payment in cash within 3 working days from the date of credit card debited.

11. Cardholders who have lost their credit cards will be required to submit a revised Direct Debit Authorization to Caltex within 3 working days of the replacement card received, except in writing to Caltex. To change the vehicle number(s), the credit cardholder also has to submit a revised Direct Debit Authorization to Caltex.

12. When the Agreement is terminated or the cardholder goes bankrupt or died, all the debts recorded by Caltex shall be deemed to be immediately due and the StarCard applicant or the heritage administrator /successor shall pay in full to Caltex.

13. The customer shall promptly notify Caltex of any of the following changes in writing and provide the relevant proof of such change to Caltex: telephone number, address, designated vehicle number, vehicle licensee's telephone number and address, replacement card of lost credit card and additional information required by Caltex with regard to the application; renewal and use of the Card.

14. Caltex reserves the right to modify the terms and conditions of the Agreement and to notify customer of such amendments in writing. The use of the Card by the customer after the effective date of the amendment constitutes the customer's acceptance of the amendment unless a notice of termination with the Card is received by Caltex prior to the modification of the validity period.

15. This Agreement is governed by the English text.