

### Credit Card User Note

This User Note provides information regarding the use of Fubon Credit Card for your reference. For the meaning of the below terms and expressions used in this User Note, please refer to the Fubon Bank VISA/ MasterCard Cardholder Agreement.

#### **Credit Card Security**

1. Sign on the authorized signature section of your Fubon Credit Card upon receipt.
2. Keep your Fubon Credit Card safe and secure all the times.
3. Treat your Fubon Credit Card like cash, never leave it unattended or give it to anyone.
4. Try to keep your Fubon Credit Card in sight when using it for a transaction and ensure it is returned after transaction.
5. Check the amount on the sales slip carefully before signing and keep the Cardholder Copy to verify with the records on monthly statement.
6. If you spot any unusual transaction of Fubon Credit Card, report to Fubon Bank at once.
7. You must ensure the Personal Identification Number of Fubon Credit Card (the "PIN") is kept strictly confidential and secret to prevent fraud and in this respect must:
  - (a) Destroy the original printed copy of the PIN after you have memorized the PIN.
  - (b) Never allow anyone else to use the PIN.
  - (c) Never keep the PIN and Fubon Credit Card together.
  - (d) Never write down the PIN on your Fubon Credit Card or on anything usually kept with or near it.
  - (e) Never write down or record the PIN without disguising it.
  - (f) Do not disclose your PIN to any other person under any circumstances, including anyone who claims to represent Fubon Bank, or staff of Fubon Bank, other authorized person or the police. We will never ask for your PIN by any means such as email, SMS, phone, etc
  - (g) Never choose a combination of numbers which are not suitable or can be easily known, accessed or guessed (such as birthday, ID number, phone number, or any popular number sequences) as your PIN.
  - (h) Never use the same PIN for accessing other services (e.g. connection to Internet or accessing to other websites).
  - (i) Change the PIN regularly.
  - (j) Cover the keypad while you enter the PIN at ATM, also be alert to your surroundings before inputting the PIN to avoid unintended disclosure.
  - (k) Be careful of any suspicious device (e.g. pinhole camera or cable) on or near the ATM and the card reader slot while you enter the PIN at ATM. If you spot any unusual condition, report to the Bank at once.
8. Pay attention on the expiry date of your Fubon Credit Card, if you have not received the renewal credit card one week before your current credit card expires, contact the Bank for inquiry immediately.

9. If your Fubon Credit Card or the PIN mailer is not received in a sealed condition, please contact the Bank immediately.
10. If your Fubon Credit Card or PIN is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost Card Service Hotline at 2512 1131.
11. Always keep us updated of your latest contact numbers and mailing address, so as to enable us to reach you promptly and effectively whenever we detect unusual transactions in your account or send you the one time password for internet purchase.
12. If you suspect that your statement or account details have been stolen or compromised, please contact us immediately to report the case.
13. Check your SMS notification, transaction history details and statements on a timely basis to make sure that all details are updated and there are no unauthorized transactions on your accounts.
14. You should exercise every reasonable care to prevent the Fubon Credit Card and the PIN being lost or stolen and shall notify Fubon Bank immediately if you find that the PIN has been lost or if it comes to the knowledge from you or you suspect that the PIN has been made known to any other person. You will be responsible for all transactions effected by the use of your Fubon Credit Card before we receive the report. You shall remain liable for the transactions after reporting loss to us if you have acted fraudulently or with gross negligence in using or safeguarding your Fubon Credit Card or PIN.
15. The Cardholder shall use the credit card in accordance with the procedures, instructions and Credit Card Security Tips posted on the Bank's website or any other designated channels from time to time.
16. The Cardholder shall be entitled to request the Bank not to issue a PIN.

#### **Lost Card Handling and Liabilities**

17. If the Card / PIN is lost or stolen, or has come to the knowledge or suspected to have been made known to any other person, the Cardholder must notify the Bank by calling the Bank's Lost Card Service Hotline at 2512 1131 as soon as reasonably practicable and immediately thereafter lodge a report to the local Police and submit a loss report.
18. If the Cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank, to the understanding of the Bank that he has acted in good faith and with reasonable care and due diligence in safeguarding the Card, the maximum liability of the Cardholder shall not exceed HKD500 or such other amount pursuant to the applicable law, regulations or code of practice; and such limit shall be confined to loss specifically related to the credit card amount but not cover cash advance. .
19. Cardholder shall bear full and sole responsibility for all consequences, loss and/or liability incurred as a result of the PIN being known to another person for whatever reason.
20. Cardholder shall be liable for all loss if it is proven that he has acted fraudulently, with gross negligence, or has failed to inform the Bank as soon as reasonably practicable in case of loss or theft, has failed to follow or comply with the safeguards and obligations according to the Fubon Bank VISA/ MasterCard Cardholder Agreement if such failure has directly or indirectly caused the losses.
21. If the Cardholder reports loss of Principal Card, the associated Supplementary Card will remain valid. If the Cardholder reports loss of Supplementary Card, the associated Principal Card will remain valid.
22. If Cardholder has set up auto payment (including but not limited to Direct Debit Authorization and Octopus automatic add-value service) before loss of the Card, Cardholder is required to

contact the related bank / merchant / organizations to arrange the auto payment set up with the new card number after receiving the replacement card.

### **Respective Liabilities of Principal and Supplementary Card**

23. The Principal Cardholder shall be responsible for all obligations and liabilities arising from the use of the Supplementary Card by the Supplementary Cardholder (including all Transactions effected by a Supplementary Cardholder due to Supplementary Card unreturned upon cancellation of the Card Account).
24. Supplementary Cardholder is liable for the use of his/her own Supplementary Card only but not the Principal Card or other associated Supplementary Card.

### **Credit Card Transactions**

25. Each Card is assigned a Credit Limit for retail purchase and cash advance transactions. The Credit Limit information can be found on the Monthly Card Statement and / or credit card mailer.
26. Unless the Bank has accepted the Cardholder's agreement on the arrangement of Over-the-limit Facilities, we may reject transactions which resulting in the Current Balance exceeding the Credit Limit of the Card Account. However, the Bank may at its absolute discretion approve any Transaction(s) exceeding the assigned Credit Limit without giving any prior notice to the Cardholder even through Cardholder has applied for no to accept the Over-the-limit Facilities for the Card Account under below special circumstances:
  - (a) Acceptance of transactions without the Bank's authorization - e.g. Octopus automatic add-value service, purchase of movie tickets, etc.
  - (b) Posting amount exceeding authorization amount - This can be caused by currency exchange fluctuation, delayed or amended charges billed by travel and entertainment merchants (e.g. hotel and car rental), tips such as restaurant transactions, etc.
  - (c) Late posting of authorized transactions - e.g. a merchant submitted the transaction posting after the due date stipulated by the Bank.
  - (d) Transactions directly authorized by the relevant card association (e.g. Visa, Mastercard. etc.)

For the above card transactions which results in the current balance exceeding the credit limit, the Bank would charge the above-mentioned credit card account an Overlimit Handling Fee as per Fubon Credit Card List of Service Charges and the cardholder shall be liable for the Credit Card Transactions.


27. Merchant refund amount cannot be counted as payment of Current Balance of the Monthly Card Statement, but can be used to offset the outstanding balance of the next Monthly Card Statement.

### **ATM Service**

28. Cardholder can perform cash advance, fund transfer and outstanding balance enquiry from designated ATMs. The daily cash withdrawal limit at ATM is HK\$20,000 or the available Credit Limit whichever is lower. The use of ATM Service is bound by Global Terms and Conditions For Accounts and Services – Specific Terms for the ATM Card Service.
29. If Cardholder needs to perform cash advance overseas, Cardholder is required to activate the overseas transaction function in advance to complete the transaction limit and daily cash withdrawal limit setting through the channels designated by the Bank from time to time.
30. Cash advance via ATMs other than the Bank's designated ATM and JETCO (local) network ATM is subject to handling fee as well as the terms and conditions stipulated by the relevant bank and network service provider.

31. When using the Bank's designated ATM and JETCO (local) network ATM, the Card will be retained by the ATM if you incorrectly key in the PIN for five consecutive times.

#### **Contactless Payment Function**

32. If your credit card is embedded with Visa payWave / Mastercard contactless payment function, there will be a contactless symbol  on the front or at the back of your credit card.
33. Cardholder can simply tap the contactless card on the card sensor accepting Visa payWave/ Mastercard contactless payment for fast and convenient contactless payment.
34. In general, cardholder can use Contactless Payment Function for purchases in Hong Kong under HK\$1,000 per transaction. No signature is required. The setting of maximum payment amount is dependent on the contactless card sensor setting. If the transaction amount exceeds HK\$1,000 or the designated maximum payment amount or if the merchant does not install contactless card sensor, you will be required to sign on the sales slip to complete the transaction.
35. For more details on Fubon Credit Card with contactless payment function, please visit the Bank's website at [www.fubonbank.com.hk](http://www.fubonbank.com.hk).

#### **e-Banking Service**

36. Cardholder can register for e-Banking Service using the Card and PIN to perform account balance enquiry, new transaction enquiry and bill payment including utility bill and tax payment. The daily limit for bill payment per customer via e-banking Service is HK\$200,000. Cardholder can change the transaction limit of e-Banking Service.
37. A payment charge shall be imposed for payment transaction for a designated service bill through the e-Banking Service. Once the online transaction is confirmed, no alteration is allowed.
38. The use of e-Banking Service is bound by Global Terms and Conditions For Accounts and Services – Specific Terms for the e-banking Service.

#### **Interest Free Repayment Period**

39. Cardholder can enjoy an interest-free period of up to 56 days.

#### **Unauthorized or Error Transactions Handling**

40. Cardholder should examine each Monthly Card Statement and report to the Bank within 60 days from the date of Monthly Card Statement any error or unauthorized transactions. Otherwise, the Monthly Card Statement will be treated as true and correct by the Bank. The Cardholder Transaction Dispute Form can be downloaded from the Bank's website at [www.fubonbank.com.hk](http://www.fubonbank.com.hk).
41. Cardholder shall have the right to withhold payment of the disputed amount during the investigation period if the report is done before the payment due date. The Bank agrees not to impose any Finance Charge on such disputed amount while the error or Unauthorised Transaction is under investigation. If as a result of the investigation the error or unauthorised transaction reported by Cardholder subsequently proves to be unfounded, the Bank reserves the right to re-impose a Finance Charge on the disputed amount (from the date of the transaction until conclusion of the investigation).

### How to Initiate a Chargeback request for disputable transaction?

42. Cardholder may initiate a dispute request for a refund of the payment ("Chargeback") **within 60 days** of the statement issuance date via Fubon Bank as a card-issuing bank for disputable transaction, subject to certain rules and conditions set by the respective Card Associations. Chargeback is a mechanism set out by Card Associations (e.g Visa and MasterCard) which allows transaction to be reversed and makes refund of the disputed amount to the cardholder under certain circumstances, such as unauthorized transactions or failed delivery of goods / services by the merchant after a one-off pre-payment.

Cardholder should complete and submit the "Cardholder Transaction Dispute Form" together with requested documents / information to Fubon Bank via one of the following channels:

- a) Fax number: (852) 2503-4162
- b) Postal address: 23/F Fortress Tower, 250 King's Road, North Point, Hong Kong
- c) any Fubon Bank branches

Normally, the turnaround time of processing a dispute case will take around 6-12 weeks upon receipt of all required documents from the cardholder by the Bank. It may take longer time to process depending on the complexity of the case.

Upon receiving a Chargeback request, we will first conduct internal investigations and then if necessary, submit the case to the respective card association and negotiate with them on behalf of the Cardholder. If it is accepted by the merchant acquiring bank, the dispute amount will be reimbursed to cardholder's credit card account via card issuing bank. In any event, notification will be sent to the Cardholder regarding the result of the Chargeback request.

For the detailed workflow of Credit Card Chargeback Mechanism, please refer to the Bank's website at [www.fubonbank.com.hk](http://www.fubonbank.com.hk).

### Cancellation of Auto payment

43. The Cardholder shall directly arrange termination of auto payment with the Merchant or any other parties to whom the auto payment was set up.

### Service Charges and Calculation Basis

44. Finance Charge

If full payment of the Current Balance is not received by the Payment Due Date by the Bank, Finance Charge will be imposed, calculated and accrued on a daily basis on the outstanding Current Balance from the date after previous Monthly Card Statement date to the current Monthly Card Statement date and on the outstanding balance of all new transactions posted after the previous Monthly Card Statement date until payment is made in full. The Finance Charge will be levied at the Bank's prevailing rate set out in the Confirmation Letter and/or in the Fubon Credit Card List of Service Charges and/or in the card mailer that the Bank sends to the Cardholder together with the Card (as the case may be) or such other rate as revised by the Bank from time to time at its sole discretion.

45. Foreign Exchange Conversion Surcharge

Transactions in currencies other than Hong Kong dollars will be debited to the Card Account after the process of conversion from the foreign currency into Hong Kong Dollars at the prevailing conversion rate equivalent to the exchange rate as required and published by relevant Card Association. A mark-up on the conversion rate shall be charged to calculate the equivalent amount of Hong Kong dollars to be debited to the Card Account. The rate of such a mark-up shall be decided solely and absolutely by the Bank from time to time.

46. Surcharge on Cross Border Transactions in Hong Kong Dollars

For cross border transactions in Hong Kong dollars including transactions made outside Hong Kong or with any merchant not registered in Hong Kong (e.g. internet transaction), a mark-up on the converted transaction amount in Hong Kong Dollars shall be charged to calculate the equivalent amount of Hong Kong dollars to be debited to the Card Account. The rate of such a mark-up shall be decided solely and absolutely by the Bank from time to time.

47. Other Fees

All fees and charges which will apply, including the annual fee, cash advance fee (including any handling fee and any additional cash advance fee), any late payment charge, etc., the basis of determining the relevant fees and charges, the method of applying exchange rates and/or levies to transactions in foreign currencies or cross-border transactions, the basis on which finance charges will be determined and when they will be payable, are provided in Fubon Credit Card List of Service Charges and Fubon Bank VISA/ MasterCard Cardholder Agreement. Please refer to the related documents for understanding the relevant fees and charges applicable.

### **Complaint Handling**

48. The Bank shall not be liable in any way for the quality of the goods and/or services sold or supplied by the Merchant to the Cardholder. Any complaint by a Cardholder must be resolved directly with the Merchant. However, Cardholder is required to settle the related transaction even if Cardholder is claiming against the Merchant. The Bank will arrange refund to Cardholder only when notification is given by the Merchant for making the refund or price adjustment (as the case may be).
49. If the Cardholder has any complaint against any Merchant in respect of any good and/or services purchased or otherwise using the Card, the Cardholder may call the Fubon Bank Integrated Customer Service Hotline at 2566 8181 and provide the Bank with credit card number and contact number for follow up with respect to such complaint.

### **Right of Set-Off and Refund of Credit Balance**

50. The Bank may at any time and without prior notice to the Principal Cardholder set off or transfer money in different accounts of the Principal Cardholder held with the Bank and settle the outstanding balance due by the Principal Cardholder or any Supplementary Cardholder under the Card Account.
51. The Bank may at any time and without notice to the relevant Supplementary Cardholder set off or transfer money in different accounts of the relevant Supplementary Cardholder held with the Bank and settle the outstanding balance due by the relevant Supplementary Cardholder.
52. The Bank may at any time refund any credit balance in the Card Account to the Cardholder at its sole discretion.

**Cancellation of Credit Card**

53. Cardholder may terminate the Card Account at any time by notice in writing to the Bank and return to the Bank all Cards issued under the Card Account.
54. The Bank may at any time at its absolute discretion cancel the Card and terminate the Card Account upon giving not less than 30 days' prior notice to the Cardholder. If the Cardholder fails to comply with Fubon Bank VISA/ MasterCard Cardholder Agreement or is in breach of any applicable laws or regulations, the Bank reserves the absolute right to cancel the Card and terminate the Card Account without any prior notice.
55. The Bank may cancel the Card which is not yet activated by Cardholder and terminate the Card Account upon giving no less than 30 days' prior notice of termination.
56. Cardholder shall immediately pay in full to the Bank for the whole of the outstanding balance after the Card Account is terminated.
57. Termination of the Card Account will not automatically lead to termination of any auto payment arrangement. Cardholder shall directly arrange termination of auto payment with the Merchant or any other parties to whom the auto payment was set up.

Remark: This User Note may be revised by the Bank at any time and from time to time. The latest version is available for download at the Bank's website at [www.fubonbank.com.hk](http://www.fubonbank.com.hk). The Chinese version of this User Note is for reference only. The English version is the governing version and shall prevail in the event of any conflict. In the event of any inconsistency between this User Note stated herein and the Fubon Bank VISA/ MasterCard Cardholder Agreement, the Fubon Bank VISA/ MasterCard Cardholder Agreement shall prevail.