

24 October 2024

Notice of Amendment to Fubon Credit Card and Important Notes

With effect from 2 December 2024 (“Effective Date”), Fubon Bank (Hong Kong) Limited (the “Bank”) will revise the existing “Fubon Bank Visa/Mastercard Cardholder Agreement” (“Cardholder Agreement”) (deleted contents are strikethrough and new/revised contents are underlined below). The details are as follows:

Clause	Amendments
1	<p>1. Definitions and Interpretation</p> <p>1.01 In this Agreement, unless the context otherwise requires:-</p> <p>"Affinity Credit Card" or "Co-branded Credit Card" means a credit card issued by the Bank in conjunction with an institution or a commercial body.</p> <p>"Annual Fee" means the annual fee set by the Bank from time to time and payable by the Cardholder to the Bank for the Card.</p> <p>"Application" means the application to the Bank for a Card and other related document signed by or now or thereafter delivered to the Cardholder (which and the terms and conditions therein form an integral part of this Agreement).</p> <p>"ATM" means an automated teller machine.</p> <p><u>"Authentication Factors" means a method to confirm a customer's identity using Login Password, SMS-based One Time Password, Biometrics, Mobile Security Key, Security Device, etc.</u></p>
4	<p>4. Security of the Card/ <u>Authentication Factors</u> and the PIN</p> <p>4.03 The Cardholder must ensure that the <u>Card and Authentication Factors are</u> the PIN is kept strictly confidential and secret to prevent fraud and in this respect must;</p> <p>a) destroy the original printed copy of the PIN;</p> <p><u>b) understand about the risks associated with the adoption of biometric, soft token or device binding as one of the Authentication Factors used for initiating relevant transactions (e.g. contactless mobile payments) and take the relevant protection measures to secure the devices and Authentication Factors.</u></p> <p>b) c) <u>c)</u> should not allow anyone else to use their Card</p>

	<p>and <u>PIN Authentication Factors</u>;</p> <p>e) <u>d</u>) should not keep the PIN and Card together;</p> <p>d) <u>e</u>) should never write down the PIN on the Card or on anything usually kept with or near it;</p> <p>e) <u>f</u>) should not write down or record the PIN without disguising it;</p> <p>g) <u>notify the Bank as soon as practicable after you identify unusual or suspicious transactions on their cards.</u></p> <p>h) <u>ensure that your contact details registered with the Bank for the purpose of receiving important notifications from the Bank (for example, SMS and email notifications for online payments) are up-to-date to allow the relevant notifications to be delivered to you on a timely basis.</u></p> <p>f) <u>i</u>) should not under any circumstances disclose his PIN to any other person;</p> <p>g) <u>j</u>) should not keep any written record of the PIN in a manner which may enable another person to use the Card at ATMs;</p> <p>h) <u>k</u>) should not select easily accessible personal information, such as telephone number, identity card number or date of birth of the Cardholder as PIN;</p> <p>i) <u>l</u>) should not use the same PIN for accessing other services (e.g. connection to the internet or accessing other websites);</p> <p>j) <u>m</u>) should cover the keypad while entering the PIN.</p> <p>4.04 The Cardholder should immediately inform the Bank if they find that the <u>PIN Authentication Factor</u> has been lost or when it has come to the knowledge or suspected to have been made known to any other person and the Cardholder agrees to accept full and sole responsibility for all consequences, loss and/or liability incurred as a result of the <u>PIN Authentication Factors</u> being known to another person for whatever reason and shall indemnify the Bank for any loss or damage incurred by any reason.</p>
10	<p>10. Liability for Card Services</p> <p>10.01 The Cardholder herein agrees to accept full and sole responsibility for all consequences, loss and/or liability incurred or arising as a result of the <u>PIN Authentication Factors</u> being made known to another person <u>compromised</u> for whatever reason and shall indemnify the Bank against any loss, damage or liability whatsoever arising sustained or incurred by the Bank by reason thereof or in connection therewith.</p>

	<p>10.04 The Cardholder agrees to accept full liability for all losses arising in respect of Use of the Card if the Cardholder has acted fraudulently and with gross negligence. For the avoidance of doubt failure to safeguard the <u>PIN Authentication Factors</u> in terms as provided in Clause 4 shall constitute acting with gross negligence.</p> <p>10.07 The Bank shall be responsible for the following loss incurred:- (a) in the event of misuse by persons unknown when the Card has not been received by the Cardholder; (b) for all Transactions not authorised by the Cardholder after receiving adequate notification from the Cardholder that the <u>Card/PIN Authentication Factor</u> has been lost or stolen or when someone else knows the PIN <u>the authentication factor or card information has been compromised</u>; (c) subject to and without limiting Clause 10.03, when faults have occurred in the terminals, or other systems used, which causes the Cardholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display; and (d) when Transactions are made through the use of a counterfeit Card.</p>
14	<p>14. Loss of Card</p> <p>14.02 The Cardholder shall be liable to the Bank for every Transaction (which shall include an Unauthorised Transaction) effected by the Use of the Card by any third person prior to the Bank being notified of the loss or theft of the Card provided that: (a) the Cardholder uses his Card or <u>PIN Authentication Factors</u> in accordance with the security measures as required in Clauses 4.03 and 14 and has not acted fraudulently or with gross negligence or has not otherwise failed to inform the Bank, 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 (b) such limit shall be confined to loss specifically related to the credit card amount but not cover cash advance. Thereafter, the Cardholder shall not be liable for any further Transactions subject always to the understanding that he has acted in good faith and with reasonable care and due diligence in safeguarding the Card and the <u>PIN Authentication Factors</u> and by</p>

	<p>promptly reporting its loss or theft to the Bank/local Police.</p> <p>14.03 For avoidance of any doubt, the Cardholder shall be liable for all Unauthorized Transaction effected with the use of the PIN <u>Authentication Factors</u> before the Bank actually receives the loss or theft report subject to applicable laws and regulations. Further, the 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 <u>after having found that his card/authentication factor has been lost or stolen, or the authentication factor or card information has been compromised</u>, has failed to follow or comply with the safeguards and obligations set out in Clauses 4.03 and 14 if such failure has directly or indirectly caused the losses.</p>
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The above is intended only to be a summary of the key amendments to the Cardholder Agreement. You are advised to read our updated Cardholder Agreement for details.

Please note that all the above amendments shall be binding on the Cardholder if the Cardholder continues to use or retain the Card to use any of the Card Services on or after the Effective Date. The Bank may however not be able to continue providing the relevant services to you if Cardholder does not accept the above amendments. Please refer to “Termination of Card Services” and “Amendment of Agreement” in the Cardholder Agreement and notify the Bank before the Effective Date if you do not accept the above amendments.

For the revised Cardholder Agreement, please visit our website (https://www.fubonbank.com.hk/resources/common/pdf/cc_ccard01tnc_e.pdf) or any of our branches from 2 December 2024. The existing Cardholder Agreement is available from the above website or any of our branches until 1 December 2024. Also, customer may download the Notice from the Bank’s website (the Bank’s website > NOTICES) on or before 31 January 2025. Customer may not be able to access or download the existing Cardholder Agreement and the Notice of Amendment after the relevant date(s).

For any enquiries, please call Fubon Bank Integrated Customer Service Hotline at 2566 8181 (Press 1 after language selection) during service hours[^].

[^] Service Hours: Monday to Sunday 08:30 – 00:00

Fubon Credit Card Centre

Remarks: The Bank reserves the right to revise and introduce any service charges from time to time. Should there be any inconsistency between the English and Chinese versions of this notice, the English version shall prevail.