

FUBON BANK

VISA/MASTERCARD CARDHOLDER AGREEMENT

(Effective from 1 July 2014)

The Card is issued by the Bank to you as a Cardholder, the use of which is governed by the following terms and conditions set out in this Cardholder Agreement ("this Agreement"). Please read it carefully before you use any of the Card (as defined below). Upon using any of the Card, you will be deemed to have accepted all the terms and conditions contained in this Agreement and will be bound by them.

1. Definitions and Interpretation

1.01 In this Agreement, unless the context otherwise requires:-

"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.

"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.

"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).

"ATM" means an automated teller machine.

"Balance Transfer" has the meaning given to it under Clause 17.

"Bank" means Fubon Bank (Hong Kong) Limited.

"Business Day" means a day on which banks are open for business in Hong Kong.

"Card" means an unexpired valid VISA/MasterCard credit card (including a Platinum Card and Titanium Card) issued by the Bank pursuant to the Visa International Operating Regulations or MasterCard Operating Regulations respectively and shall, where the context permits or requires, include a Supplementary Card.

"Card Account" means the account with a relevant assigned number which comprises a record of all the transactions between the Bank and the Cardholder through or arising from the Use of the Card and any account opened by the Bank for the Balance Transfer under Clause 17.

"Cardholder" means an individual to whom a Card has been issued by the Bank, and where the context permits or requires, shall include individually or collectively the Principal Cardholder and the Supplementary Cardholder (if any).

"Card Services" means the provision of credit card facilities and services by the issue of the Card by the Bank to the Cardholder and shall include Balance Transfer.

"Charges" means the charges, fees and Finance Charges set out in Clause 6 and any other sums payable by the Cardholder hereunder.

"Credit Limit" means the credit limit assigned by the Bank to the Cardholder at the time of the issuance of Card or as amended from time to time as the Bank shall in its absolute discretion deem fit.

"Credit Slip" means a paper evidencing a refund or price adjustment issued to the Cardholder by a Merchant and to be credited to the Card Account.

"Concierge Service" means the package of concierge services and privileges offered by agent appointed by Visa Worldwide Pte. Ltd. or MasterCard Asia/Pacific Pte. Ltd. and which the Bank notifies the holder of a Platinum Card or Titanium Card in writing from time to time.

"Confirmation Letter" means a letter of confirmation issued by the Bank to the Cardholder containing certain terms and conditions in respect of the Card and/or Balance Transfer under Clause 17.

"Current Balance" means the aggregate net amount from time to time concluded by summing up the debits and credits in the Card Account and stated on the Monthly Card Statement under Clause 7.02.

"Finance Charge" (which is stated as "Interest" in the Monthly Card Statement transaction), means the amount debited to the Card Account in the event the Cardholder pays less than the Current Balance by the Payment Due Date as stipulated in Clause 6.01 and is calculated in the manner as provided in the Confirmation Letter or in the List of Service Charges (as the case may be) or accrued on each cash advance as stipulated in Clause 6.04.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"JETCO" means an electronic infrastructure provided by Joint Electronic Teller Services Limited that supports ATM access for Cards and is designated as such with the display of the "JETCO" symbol.

"List of Service Charges" means the Bank's list of service charges and fees (which is given to the Cardholder and forms an integral part of this Agreement) applicable from time to time subject to revision by the Bank at its absolute discretion.

"MasterCard Cirrus" means an international electronic infrastructure that supports ATM access for Cards and is designated as such with the display of either the "MasterCard" logo or the "Cirrus" logo.

"Merchant" means any business or service outlet whether retail or otherwise which accepts Cards as payment for the sale or supply of its merchandises and/or services or otherwise.

"Minimum Payment" means the minimum amount stated on the Monthly Card Statement to be paid by a Cardholder on or before Payment Due Date which will be minimum HKD50 or the aggregate amount of all the following items (whichever amount is higher):

- all interest and fees and charges (including the current Finance Charge); plus
- 1% of the remaining outstanding balance of transactions (which refers to the Current Balance shown on the Monthly Card Statement deducting all the interest and fees and charges listed in sub-Clause (a) above); plus
- any amount exceeding the available Credit Limit and the minimum amount from the previous month which remains unpaid,

provided that if the Current Balance shown on the Monthly Card Statement is HKD50 or less, or upon the occurrence of one of the events set out in Clause 7.04, the minimum amount to be paid shall be the entire Current Balance.

"Monthly Card Statement" means a statement of Transactions, Charges and payment provided by the Bank to the Cardholder on a monthly basis or at other intervals which the Bank may at its absolute discretion determine from time to time in respect of the Card Account pursuant to Clause 8.03.

"Over-the-limit facilities" means the facilities granted by the Bank to the Cardholder when the transaction amount exceeding the Credit Limit.

"Payment Due Date" means the date printed on the Monthly Card Statement as from time to time determined by the Bank at its sole discretion.

"Platinum Card" means an unexpired valid Platinum credit card issued by the Bank to the Cardholder pursuant to the Visa International Operating Regulations or MasterCard Operating Regulations respectively.

"PIN" means a personal identification number provided by the Bank to the Cardholder under Clause 4.

"POST" means the Point of Sale Terminals whereby devices, terminals or otherwise are used for effecting payment or transfer of funds by electronic means.

"Principal Card" means a Card other than a Supplementary Card issued to a Principal Cardholder.

"Principal Cardholder" means a holder of a Principal Card.

"Sales Slip" means a paper evidencing a purchase, hire or request for the sale or supply of merchandises and/or services or otherwise by a Cardholder from a Merchant.

"Supplementary Card" means a Card issued to a Supplementary Cardholder pursuant to Clause 3.

"Supplementary Cardholder" means a person nominated by the Principal Cardholder and approved by the Bank to receive and hold a Supplementary Card.

"Titanium Card" means an unexpired valid Titanium MasterCard credit card issued by the Bank to the Cardholder pursuant to the MasterCard Operating Regulations.

"Transaction" means a transaction effected through the Use of the Card and evidenced by a Credit Slip, Sales Slip, a direct debit to the Card Account or in the case of a cash advance effected through an ATM, a data captured record in relation to the cash advance produced by the Bank or any other financial institutions; and the term "Unauthorised Transaction" shall be construed accordingly.

"Use of the Card" means Card Services evidenced by a procedure effected by the Bank (and with other financial institutions or Merchants which accept the Card) by the physical presentation of the Card by the Cardholder to effect purchases of merchandises and/or services or otherwise from a Merchant, drawing of a cash advance, obtaining of credit, discharging any liability and such other credit card facilities or services as the Bank may from time to time offer and make available to the Cardholder, and the term "use" shall be construed accordingly.

"Validity Period" means the period for which the Card is stated to be valid.

"VISA PLUS" means the international electronic infrastructure that supports ATM

access for Cards and is designated as such with the display of either the "VISA" flag symbol or the "PLUS" symbol.

1.02 For the purposes of this Clause 1, the meaning of the expression "physical presentation" shall also include:-

- in the case of telephone orders, facsimile orders or mail orders, by the Cardholder quoting the Card Account number verbally or in writing or permitting the Card's magnetic stripe and/or chip to be read by an electronic device capable of reading, recording or transmitting the information encoded in the magnetic stripe and/or chip together with the Cardholder's authorisation in whatever form and manner acceptable to the Merchant;
- in the case of on-line internet orders, by the Cardholder inputting all the required particulars of the Card, personal information of the Cardholder and other required information in the website of the Merchant or any other websites on the Internet for placing and effecting a Transaction; and
- a direct debit against the Card Account which has been authorised by the Cardholder.

1.03 In this Agreement, if the context permits or requires, words importing the masculine gender shall include the feminine and neuter gender, and words in singular number shall include the plural number and vice versa.

2. Issue, Acceptance and Validation

2.01 The Card is issued to the Cardholder on the basis of the information provided in or attached to the Application regarding the Cardholder's creditworthiness. The Cardholder warrants and represents that the information provided is and will remain true and correct and undertakes to immediately notify the Bank of any material change which affects or threatens or has potential to affect or threaten the creditworthiness of the Cardholder.

2.02 The Cardholder must immediately upon receipt of the Card sign on it pursuant to the instructions provided by the Bank. The Cardholder's signature either on the Card and/or Use of the Card and/or the acknowledgement receipt of the Card will signify and constitute the Cardholder's acceptance of the Card and agreement to comply with and be bound by the terms and conditions contained in this Agreement and any later amendments made by the Bank from time to time and notified to the Cardholder pursuant to Clause 15.

2.03 The Cardholder shall validate the Card by acknowledging receipt thereof pursuant to the instructions provided by the Bank. The Cardholder shall not use the Card prior to the completion of this validation process and the Bank shall not be liable for any loss, damage or liability whatsoever suffered or incurred by the Cardholder arising as a result of or otherwise in connection with the refusal of any Merchant to accept or honour the Card. The Cardholder shall indemnify and hold the Bank harmless against all claims, demands, or liabilities whatsoever arising directly or indirectly from any person as a result of the Use of the Card prior to validation.

2.04 For the avoidance of doubt, Clause 2 applies similarly to a Principal Card and a Supplementary Card and therefore respectively, a Principal Cardholder and a Supplementary Cardholder.

3. Supplementary Card

3.01 Subject to the Bank approving and issuing a Principal Card to the Principal Cardholder, the Bank may approve and issue a Supplementary Card to any person or persons nominated as Supplementary Cardholder by the Principal Cardholder. The terms and conditions of this Agreement shall similarly apply to the issuance and the use of any Supplementary Card.

3.02 The Principal Cardholder shall be bound by and be responsible for all obligations and liabilities whatsoever arising from the use of the Supplementary Card by the Supplementary Cardholder in the same manner as if he used such Supplementary Card personally. The Principal Cardholder shall be liable to the Bank for all Transactions effected by a Supplementary Cardholder if the latter fails to return the Supplementary Card to the Bank upon cancellation of the Card Account.

3.03 For avoidance of any doubt, the Supplementary Cardholder shall not be bound by and be liable for obligations and liabilities of the Principal Cardholder or other Supplementary Cardholders in respect of their Uses of the Card.

4. Security of the Card and the PIN

4.01 Subject to Clause 5, the Card may be used by the Cardholder to effect a Transaction or obtain a cash advance from selected branches of the Bank and/or ATMs provided or designated by the Bank. The Bank may provide the Cardholder with a PIN to enable the Card to be used at ATMs. However, if the Cardholder does not wish to use ATMs and informs the Bank of the same, the Bank shall not issue any PIN. The Bank's data captured record in relation to any cash advance and/or Transaction effected through the Use of the Card at ATMs shall in all respects be conclusive and binding on the Cardholder.

- 4.02 The Card and the PIN will be issued separately. The Cardholder shall comply in all respects with Clause 2 and thereafter keep the Card safely secured. If the Card and the PIN are personally collected, the Bank may require the Cardholder to provide his personal identification documents for verification purposes.
- 4.03 The Cardholder must ensure that the PIN is kept strictly confidential and secret to prevent fraud and in this respect must;
- destroy the original printed copy of the PIN;
 - should not allow anyone else to use their Card and PIN;
 - should not keep the PIN and Card together;
 - should never write down the PIN on the Card or on anything usually kept with or near it;
 - should not write down or record the PIN without disguising it;
 - should not under any circumstances disclose his PIN to any other person;
 - should not keep any written record of the PIN in a manner which may enable another person to use the Card at ATMs;
 - should not select easily accessible personal information, such as telephone number, identity card number or date of birth of the Cardholder as PIN;
 - should not use the same PIN for accessing other services (e.g. connection to the internet or accessing other websites) ;
 - should cover the keypad while entering the PIN.
- 4.04 The Cardholder should immediately inform the Bank if they find that the PIN 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 PIN being known to another person for whatever reason and shall indemnify the Bank for any loss or damage incurred by any reason.
- 4.05 The Cardholder may change the PIN at any time. However, the Cardholder shall not choose a combination of numbers which are not suitable or can be easily known, accessed or guessed.
- 5. Scope of Use of Card**
- 5.01 Use of the Card is restricted to the Cardholder who shall comply with the following conditions of Use of the Card; that is, including but not limited to the following:-
- signing the authorised signature section of Card upon receipt;
 - keeping the Card safe and secure at all times;
 - not effecting Transaction(s) with an aggregate amount exceeding the Credit Limit;
 - not using the Card before or after the Validity Period, or after the Card is withdrawn or the Card Account cancelled;
 - not using the Card in any other manner which is likely to cause or will cause liability, loss or damage to the Bank; and
 - complying with any request or direction of the Bank.
- 5.02 All credit or other banking facilities extended by the Bank through the Use of the Card together with all Charges shall be debited to the Card Account.
- 5.03 Without prior written authorisation from the Bank, the Cardholder shall not use the Card to the extent that the Current Balance in the Card Account exceeds the Credit Limit. In case if there is(are) Transaction(s) which results in the Current Balance exceeding the Credit Limit of the Card Account, the Bank may at its absolute discretion approve such Transaction(s) without giving any prior notice to the Cardholder unless the Cardholder has applied for not to accept the Over-the-limit facilities for the Card Account (after such an arrangement has taken effect, Transaction(s) which results in the Current Balance exceeding the Credit Limit will not be effected, whilst the Card Account may still subject to an over-the-limit scenario under certain circumstances (including but not limited to the acceptance of transactions without the Bank's authorization, the posting amount exceeding authorization amount and late posting of authorized transactions) without prior notice to the Cardholder). The Cardholder shall be liable for any related Transaction in accordance with the terms of this Agreement.
- 6. Charges for Card Services**
- 6.01 Finance Charge
- The Finance Charge will be levied at the Bank's prevailing rate set out in the Confirmation Letter and/or in the 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, calculated and accrued on a daily basis on the outstanding Current Balance in the Card Account 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.
- 6.02 Late Charge
- A late charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account if the Minimum Payment is not paid on or before the Payment Due Date.
- 6.03 Overdue Fee
- An overdue fee at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account in the event that the Minimum Payment is not paid on or before the Payment Due Dates for two (2) or more consecutive months each time.
- 6.04 Cash Advance Fee & Finance Charge
- A cash advance fee at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for every cash advance transaction made at a Bank branch, VISA/MasterCard member banks, JETCO, VISA PLUS, MasterCard Cirrus ATMs. A Finance Charge will accrue on each cash advance from the date of advance until repayment is made in full and such Finance Charge will be calculated on a daily basis, at a rate applicable in accordance with the circumstances set out in the Confirmation Letter and/or in the 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).
- 6.05 Replacement Card Charge
- A replacement card charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) for replacement of each Card shall be imposed and debited to the Card Account.
- 6.06 Annual Fee or Renewal Fee
- The Card Account shall be automatically renewed on the expiry of a 12-month period (from the date the Card is issued) and an Annual Fee or a Renewal Fee (if applicable under the Bank's existing policy at the relevant time) at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account on the anniversary of the account open day.
- 6.07 Rejected Autopay Transaction Charge
- A rejected autopay transaction charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each direct debit or autopay instruction (against an account other than the Card Account) which is returned unpaid.
- 6.08 Bounced Cheque Charge
- A bounced cheque charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each cheque payment to the Card Account which is not honoured.
- 6.09 Copy Charge
- A copy charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each copy of a Card Account record, Monthly Card Statement, Sales Slip, Credit Slip, direct debit authorisation form or otherwise requested by the Cardholder.
- 6.10 Credit Balance Refund Charge
- A credit balance refund charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for any withdrawal of the available credit balance from a Card Account in form of a cashier's order; and, where necessary, an applicable postage charge will also be imposed and both such charges will be debited by the Bank against the credit balance of the Card Account prior to issuance of a cashier's order.
- 6.11 Payment of Designated Service Bills Charge
- A payment charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each payment transaction through the Bank's Credit Card Centre 24-hour Customer Service Hotline and/or e-banking for a designated service bill requested by the Cardholder.
- 6.12 Overlimit Handling Charge
- An overlimit handling charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account on a monthly basis whenever there is a record within each Monthly Card Statement cycle that when the Card Account balance (excluding Finance Charge and other fees and charges) exceeds the Credit Limit.
- 6.13 Over-the-Counter Payment Fee at Branch
- An Over-the-Counter Payment Fee at Branch at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each payment made over the counter of the Bank's branches.
- 6.14 Service Charge
- A service charge at the rate where applicable shall be imposed and debited to the Card Account pursuant to Clause 15 for any miscellaneous matters in relation to the Card or Card Account as determined by the Bank from time to time at its sole discretion.
- 6.15 Dispute Transaction Handling Charge
- A dispute transaction handling charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the Card Account for each request in dealing with a disputed Transaction.
- 6.16 Foreign Exchange Conversion Surcharge
- A foreign exchange conversion surcharge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges shall be imposed for completing foreign exchange conversion as provided in Clause 19.
- 6.17 Amendment of Charges
- All Charges may be revised by, as to the rate or amount, the Bank from time to time at its absolute discretion notifies to the Cardholder from time to time in the manner pursuant to Clause 15.
- 7. Payment**
- 7.01 The Cardholder agrees to make payment to the Card Account in the following manner:-
- The Cardholder must pay the Current Balance set out in the Monthly Statement in full or must at least pay the Minimum Payment due as specified in any statement to the Bank. Finance Charge will be imposed if the Cardholder selects to pay on or before Payment Due Date an amount less than the Current Balance provided that it is no less than the Minimum Payment. In the event that the Cardholder fails to make the Minimum Payment on or before the Payment Due Date then both the Finance Charge and the late charge will be imposed and debited to the Card Account. If the Cardholder fails to make the Minimum Payment on or before the Payment Due Dates for two (2) consecutive months, an Overdue Fee shall be imposed and debited to the Card Account.
 - Payments can be made inter alia by mailing a Hong Kong dollar cheque payable to "Fubon Bank (Hong Kong) Limited", presenting cash or a Hong Kong dollar cheque at any branch of the Bank, auto-pay service, payment by phone service (PPS) or transferring funds from any accounts held with the Bank through JETCO ATMs, by telephone or any other electronic means (if available) or otherwise acceptable to the Bank. To avoid postal delays or other unforeseen circumstances the Cardholder should allow five (5) Business Days before the Payment Due Date. Cheques or cashier's orders in foreign currency and post-dated cheques are not acceptable. If a foreign currency cheque or cashier's order is presented for settlement, the Bank may, at its sole discretion, process the payment subject to conversion to Hong Kong dollars and to a Service Charge to be debited to the Card Account. Payment as such will only be effective subject to the clearance of such cheque or cashier's order.
- 7.02 For Current Balance calculation in the Monthly Card Statement, the Bank shall firstly add up the respective items of the Current Balance from the previous Monthly Card Statement with the accumulated amount of these respective items determined by the Bank from time to time at its sole discretion from the date following the previous Monthly Card Statement date to the current Monthly Card Statement date (the "said amount"), then apply the payment made by the Cardholder to the Bank to settle the said amount in the following sequence or such other priority as the Bank may conclusively determine from time to time:-
- Outstanding Finance Charge for cash advance; then
 - Outstanding Finance Charge for retail transaction; then
 - Outstanding cash advance related charges; then
 - Outstanding Annual Fee or Renewal Fee; then
 - Other outstanding charges; then
 - Outstanding monthly installment; then
 - Outstanding cash advances; and lastly,
 - Outstanding retail transactions.
- 7.03 For Finance Charges calculation, payments made by the Cardholder to the Bank shall be applied by the Bank on the day that they are credited to the Card Account in the

following manner or in such other manner as the Bank may conclusively determine from time to time:-

(a) if the amount of the payment equals to or less than the Current Balance as shown on the latest Monthly Card Statement, in accordance with the following sequence:-

- (i) Outstanding Finance Charge for cash advance; then
- (ii) Outstanding Finance Charge for retail transaction; then
- (iii) Outstanding cash advance related charges; then
- (iv) Outstanding Annual Fee or Renewal Fee; then
- (v) Other outstanding charges; then
- (vi) Outstanding monthly installment; then
- (vii) Outstanding cash advances; and lastly,
- (viii) Outstanding retail transaction, or

(b) if the amount of the payment exceeds the Current Balance as shown on the latest Monthly Card Statement, in accordance with the sequence of the dates of the transaction incurred provided that if there is more than one transaction on the same transaction date, in the order of priority of the items as set out in sub-Clause (a) (i) to (viii) above.

7.04 The Current Balance in the Card Account shall become immediately due and payable by the Cardholder (or his legal representative as the case may be) to the Bank on the occurrence of one of the following events; (a) the Cardholder fails to pay any sum due under the Card Account; (b) the Cardholder fails to comply with any terms in this Agreement; (c) the Card Services is terminated under any circumstances; (d) the Cardholder becomes insolvent, bankrupt or dies; or (e) for whatsoever reason which the Bank considers necessary for its protection.

8. Transactions

8.01 Where an ATM facility has been incorporated as a feature in the Card to enable it to be used to effect by electronic means other banking transactions on any account (held with the Bank) other than the Card Account, whether at ATMs, POST or otherwise, the use of such ATM facility will be further subject to the Bank's terms and conditions governing the use of Fubon Bank (Hong Kong) Limited ATM Cards in addition to these terms and conditions.

8.02 The Bank shall have the absolute right to disapprove or reject any Transaction requested by the Cardholder through Use of the Card without liability whatsoever. The Bank may request the Cardholder to provide relevant personal particulars which shall include but not limited to his employer's name and address, residential address and contact telephone/facsimile numbers or such other information for verification and updating prior to making such decision. Any such decision made by the Bank shall be conclusive and binding.

8.03 The Bank shall provide the Principal Cardholder with a Monthly Card Statement detailing the Transactions and Charges which are payable by the Cardholder to the Bank on or before the Payment Due Date.

8.04 Subject to Clause 8.02, the Card shall not be used for payment or settlement of any gambling transaction (or similar) or other transaction which is illegal under any applicable law.

9. Unauthorised Transactions

9.01 The Cardholder agrees to carefully examine each Monthly Card Statement of the Card Account and report to the Bank within sixty (60) days from the date of the Monthly Card Statement any error or Unauthorised Transaction which has been recorded, and promptly thereafter confirm the same in writing, describing the error or Unauthorised Transaction, providing any documentary evidence and explaining the error or why the Transaction is believed to be unauthorised. If the Cardholder fails to comply with the said sixty (60) days' stipulation then the Bank reserves the right to regard that the Monthly Card Statement as final and conclusive except in circumstances where:-

- (a) the Unauthorised Transaction arises from forgery or fraud by any third party including any employee, agent or servant of the Cardholder and in relation to which the Bank has failed to exercise reasonable care and skill;
- (b) the Unauthorised Transaction arise from forgery or fraud by any employee, agent or servant of the Bank; or
- (c) the Unauthorised Transactions arise from the default or negligence on the part of the Bank or any of its employees, agents or servants.

9.02 In the event that an error or Unauthorised Transaction is reported by Cardholder, the Bank agrees, save and except in circumstances which are beyond its control, to complete an investigation within ninety (90) days upon receipt of the Cardholder's first report.

9.03 Where a Cardholder reports an error or Unauthorised Transaction before a Payment Due Date, the Cardholder shall have the right to withhold payment of the disputed amount during the investigation period. The Bank agrees not to impose any Finance Charge on such disputed amount while the error or Unauthorised Transaction is under investigation and furthermore agrees not to provide any adverse credit report against the Cardholder to any third party. If as a result of the investigation the error or Unauthorised Transaction reported by Cardholder subsequently proves to be unfounded then the Bank reserves the right to re-impose a Finance Charge on the disputed amount over the full period from the date of the Transaction until conclusion of the investigation.

9.04 If the investigation reveals that an error or Unauthorised Transaction has taken place then the Bank shall promptly make all relevant corrections and deliver a correction notice to the Cardholder and the subsequent Monthly Card Statement shall be amended to the intent that the error or Unauthorised Transaction shall be deleted. If no error or Unauthorised Transaction has occurred then the Bank agrees to provide the Cardholder with a report and furnish where available, copies of any documentary evidence in support.

10. Liability for Card Services

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 PIN being made known to another person 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.

10.02 The Bank shall not be liable for the refusal of any Merchant to accept or honour the Card nor shall it be responsible in any way for the quality or otherwise of the merchandise and/or services sold or supplied or otherwise by the Merchant to the Cardholder. Any complaint by a Cardholder must be resolved directly with the Merchant and no claim by the Cardholder against the Merchant may be the subject of set-off or counter-claim against the Bank. The Bank will credit the Card Account with the amount of any refund only on receipt of a properly issued Credit Slip duly imprinted and signed by the Merchant making the refund or price adjustment (as the case may be).

10.03 The Bank shall not be liable under any circumstances in the event that it is unable to perform its obligations under this Agreement as a result of, either directly or indirectly the failure of any data processing system, or transmission link, technology system (software and hardware) or for any delays or failure in performance thereunder caused by an Act of God, war, strike, labour dispute, works stoppage, fire, act of government or any other cause, whether similar or dissimilar beyond the control of the Bank, its employees, agents, contractors or subcontractors.

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 PIN in terms as provided in Clause 4 shall constitute acting with gross negligence.

10.05 The Cardholder shall be liable for all Transactions effected or authorised through Use of the Card notwithstanding that no Sales Slip is signed and/or the Credit Limit is exceeded and/or the Card Account is cancelled. The types of Transactions effected or authorised without the Cardholder's signature may include, without limitation, internet orders, telephone orders, facsimile orders, mail orders, recurring Transactions or Use of the Card at an ATM (whether such an ATM is that of the Bank or otherwise), at a Merchant's POST, at a telephone set possessing magnetic stripe and/or chip reading function or any other device approved by the Bank from time to time. The Bank's records and the Monthly Card Statements of all Transactions and Charges shall be conclusive and binding on the Cardholder except for manifest errors.

10.06 The Cardholder shall remain liable for all recurring Transactions notwithstanding that the Card Account has been voluntarily or involuntarily terminated. The Cardholder shall directly arrange cessation of recurring instructions with the Merchant or any other parties to whom payment is effected through direct debit on the Card Account.

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 Card/PIN has been lost or stolen or when someone else knows the PIN;
- (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.

10.08 The Bank's liability under Clause 10.07 shall be limited to those amounts wrongly charged to the Card Account and any Finance Charge on those amounts.

11. Right of Set-Off and Refund of Credit Balance

11.01 The Bank may (for whatsoever reason and without the need to advise the Principal Cardholder of any such reason) at any time and without prior notice set off or transfer any monies standing to the credit in different accounts of the Principal Cardholder which shall include any other account of whatsoever nature (including any other credit card, current, savings or deposit) held with the Bank in and towards the discharge of all sums and money outstanding and due by the Principal Cardholder or any Supplementary Cardholder under the Card Account. Further, the Bank shall be entitled to (for whatever reason and without prior notice) at any time refund any balance standing to the credit in the Card Account to the Cardholder at its sole discretion.

11.02 The Bank may (for whatever reason and without the need to advise the relevant Supplementary Cardholder of any such reason) at any time and without notice to the relevant Supplementary Cardholder exercise a right of set off against or transfer any monies standing to the credit in different accounts of the relevant Supplementary Cardholder which shall include, any other account of whatsoever nature (including any other credit card, current, savings or deposit accounts) held by the relevant Supplementary Cardholder (if any) with the Bank in and towards the discharge of the Charges and all sums and money outstanding and due from the relevant Supplementary Cardholder to the Bank under the Card Account.

11.03 For avoidance of any doubt, the Bank shall not set off the debit balance in the Card Accounts of the Principal Cardholder or a relevant Supplementary Cardholder against the credit balance in any account of any other Supplementary Cardholder held with the Bank.

11.04 The Bank agrees to promptly inform the Principal Cardholder or the Supplementary Cardholder (as the case may be) after exercising any rights of set-off as provided in Clauses 11.01 and 11.02.

12. Ownership of Card

12.01 The Card remains the exclusive property and ownership of the Bank and the Cardholder shall return the Card to the Bank immediately upon demand.

13. Termination of Card Services

13.01 The Bank may at any time at its absolute discretion cancel the Card and terminate the Card Account by giving reasonable prior notice to the Cardholder. The Bank shall not be liable in respect of any consequences whatsoever relating to or arising out of such cancellation and termination.

13.02 The Cardholder agrees unconditionally and without reservation to surrender and return the Card to the Bank immediately upon request by the Bank. The 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.

13.03 If, for any reason, the Cardholder fails to comply with these terms and conditions or is in breach of any applicable laws or regulations, the Bank reserves the absolute right to withdraw, with or without cause, the Card and/or any of the services or programs thereby offered at any time in conjunction with the Card without prior notice, and/or to terminate Use of the Card by the Cardholder and the Card Account. The Bank may then commence legal action against the Cardholder to recover the Charges and all outstanding sums due under the Card Account. No failure by the Bank to exercise, nor any delay by the Bank in exercising any right or remedy shall operate as waiver thereof.

13.04 The Bank may cancel or suspend any Supplementary Card at any time at the written request of either the Principal Cardholder or the Supplementary Cardholder accompanied by the return to the Bank of the Supplementary Card to be cancelled. For the avoidance of doubt, cancellation as aforesaid shall be without prejudice to any liability incurred prior to cancellation and return of such Supplementary Card.

13.05 The Bank shall refund any credit balance in a Card Account to the Cardholder within seven (7) Business Days from the date of receipt of the Cardholder's request in accordance with the Cardholder's instruction.

14. Loss of Card

14.01 If the Card is lost or stolen, the Cardholder must notify the Bank's Card Centre as soon as reasonably practicable and immediately thereafter shall lodge a report to the local Police of the loss and obtain a loss report. The Cardholder shall then also promptly confirm to the Bank such loss or theft in writing together with the said loss report.

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 if the Cardholder 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 provided that 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 PIN and by promptly reporting its loss or theft to the Bank/local Police.
- 14.03 For avoidance of any doubt, 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, 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.
- 15. Amendment of Agreement**
- 15.01 The Bank reserves the right at all time to amend or vary this Agreement and/or introduce additional terms and conditions to this Agreement; and or to amend or vary the Charges payable in respect of the use of the Card and/or the Card Services. The Bank may give notice of any amendment referred in this Clause 15 in a Monthly Card Statement or by display at its branches, advertisement or otherwise, stipulating a date on which such amendment shall take effect.
- 15.02 Any such increase in the Finance Charge or significant change in account terms will become effective sixty (60) days after notification to the Cardholder by such reasonable means the Bank deems fit. In the event that the variation of the terms and conditions to this Agreement which affects fees and charges and the liability or obligations of the Cardholders, such variation will become effective thirty (30) days after notification to the Cardholder, or for other variations with reasonable period of notification determined by the Bank. All such variations shall be binding on the Cardholder if the Cardholder continues to use or retain the Card or (if applicable) to use any of the Card Services after the effective date thereof.
- 15.03 The Cardholder upon receipt of such notification has a right to refuse to accept the amendments or variations and cancel the Card and terminate the Card Account subject to and without prejudice to any liability incurred prior to cancellation or termination. Upon cancellation, if the unused Annual Fee is higher than HKD50 or any other such amount as the Bank may specify from time to time, it shall be refunded to the Cardholder on a pro-rata basis upon a written request by the Cardholder.
- 16. Personal Data and Consumer Credit Data**
- 16.01 The Cardholder agrees to be bound by Notice to Customers and Other Individuals Relating To the Personal Data (Privacy) Ordinance (the "Ordinance") And Consumer Credit Data prevailing from time to time.
- 16.02 The Cardholder acknowledges that the Bank has considered a credit report on the Cardholder from a credit reference agency referred to below in considering his application. In the event that the Cardholder wishes to see the credit report for the purpose of making a data access or data correction request, he may contact the credit reference agency directly at the following address:-
- TransUnion Limited
Suite 1006, Tower 6, Gateway
9 Canton Road
Tsimshatsui, Kowloon
Hong Kong
Telephone : 2577 1816
- 16.03 The Cardholder further acknowledges that the Card Account is subject to regular review which may result in the Credit Limit being increased or decreased or the Cardholder's Card Account being terminated. The Cardholder acknowledges notification that in order for the Bank to conduct a review which will during the subsistence of the Card Account, the Bank will access and make use of a credit report from a credit reference agency referred to in Clause 16.02.
- 17. Balance Transfer**
- 17.01 The Cardholder may at the time of application or from time to time apply to the Bank for transfer of his debit balances due to other authorised financial institutions in respect of credit card or personal loans of whatever nature acceptable to the Bank to the Card Account. For avoidance of any doubt, only Principal Cardholder is entitled to make an application under this Clause 17.
- 17.02 The Bank may at its sole discretion approve or reject such application without the need to give any reason.
- 17.03 The total amount of the balance transfer cannot exceed 90% of the available credit limit of the Card Account arising from the use of the Card. The Bank has the sole discretion to determine the amount to be transferred which may be less than the amount applied by the Cardholder without the need to give any reason.
- 17.04 The Bank will notify Cardholder as to whether the application is approved. Prior to this confirmation, the Cardholder shall continue to make payments to the balances to be transferred from other financial institutions. The Bank will not in any event be liable

for any interest or other charges of other financial institutions so incurred by the Cardholder for the application.

- 17.05 Upon its approval, the available Credit Limit of the Card Account will be deducted by the total amount of the Balance Transfer and the Bank will open a separate account for the Cardholder, and such separate account will form part of the Card Account. All the debit balance standing in that account shall be regarded as Current Balance due under the Card Account for the purposes of this Agreement, despite that it will separately be shown in this separate account's monthly statement. Subject to Clause 17.09, all Charges and other terms and conditions of this Agreement (insofar as they are relevant and consistent) shall equally apply to such part of the Current Balance therefor.
- 17.06 A balance transfer Finance Charge at the rate set out in the Confirmation Letter on the outstanding balance of the separate account under Clause 17.05 from the Bank's payment date to the financial institutions to the date when the transferred amount, inclusive of all interest and pertaining fees have been repaid in full will be levied. Such interest shall be calculated and accrued on a daily basis. All other applicable Charges provided in Clause 6 at such rate as stipulated in the Confirmation Letter shall be imposed and debited to the separate account under Clause 17.05.
- 17.07 The Cardholder agrees to make payment to the separate account under Clause 17.05 in accordance with the Clause 7 of this Agreement.
- 17.08 The available Credit Limit of the Card Account will be adjusted to reflect changes due to the payment made to the separate account under Clause 17.05.
- 17.09 The bonus point scheme shall not apply to the separate account under Clause 17.05 and the Balance Transfer. Upon a Card Account arising from the use of the Card terminated by the Cardholder or the Bank being linked to the separate account under Clause 17.05, such separate account shall be regarded as immediately co-terminated.

18. Concierge Services

- 18.01 With effect from acceptance of these terms and conditions in accordance with Clause 2.03, the holder of a Platinum Card or Titanium Card shall be eligible for and shall be entitled to enjoy the benefits of the Concierge Services.
- 18.02 The Bank and/or Visa Worldwide Pte. Ltd. and/or MasterCard Asia/Pacific Pte. Ltd. shall be entitled at any time and from time to time to add, reduce or amend the Concierge Services or any part thereof provided without prior notice to the holder of Platinum Card and Titanium Card.
- 18.03 The Bank and/or Visa Worldwide Pte. Ltd. and/or MasterCard Asia/Pacific Pte. Ltd. shall be entitled to terminate the Concierge Services or any part thereof at any time and from time to time by giving prior reasonable written notice to the holder of a Platinum Card and Titanium Card (as the case may be).
- 18.04 The Bank shall not be liable to the holder of a Platinum Card or Titanium Card for any losses, claims, liabilities, damages and expenses of whatever nature which the holder of Platinum Card or Titanium Card may suffer or incur as a result of or in connection with the usage or termination of the Concierge Services (or any part thereof) or the failure of the agent appointed by Visa Worldwide Pte. Ltd. or MasterCard Asia/Pacific Pte. Ltd. to provide them.

19. Conversion of Exchange Rates

- 19.01 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 either Visa Worldwide Pte. Ltd. or MasterCard Asia/Pacific Pte. Ltd. and where appropriate by the State Administration of Exchange Control in the People's Republic of China or relevant organizations (for Renminbi currency only). A mark-up on the conversion rate published by Visa Worldwide Pte. Ltd. or MasterCard Asia/Pacific Pte. Ltd. etc. (as the case may be) shall be charged to calculate the equivalent amount of Hong Kong dollars to be debited to the Card Account(s). The rate of such a mark-up shall be decided solely and absolutely by the Bank from time to time.

20. Miscellaneous

- 20.01 The Bank shall be entitled to employ outside debt collecting agencies, solicitor firms and/or any other institutions to collect any Charges and all outstanding sums due under the Card Account but unpaid by the Cardholder. The Bank may and is hereby irrevocably authorised by the Cardholder to disclose to such debt collecting agencies, solicitor firms and/or institutions any or all information available in relation to the Cardholder, the Card and the Card Account. The Cardholder shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such debt collecting agencies, solicitor firms and/or institutions.

- 20.02 If the Bank takes legal or collection action to recover any sum payable under the Card Account and/or for any damages and other remedies resulting from the breach of any of these terms or conditions on the part of the Cardholder, the Cardholder shall reimburse the Bank for all reasonable costs and expenses (including legal costs) and disbursements reasonably incurred by the Bank in that connection without any deduction whatsoever, and in the event of legal actions, the amount of which may be determined and taxed (if necessary) by the court or otherwise mutually agreed between the Cardholder and the Bank.

- 20.03 The Bank shall provide the Cardholder at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 20.01 and 20.02 upon written request of the Cardholder.

- 20.04 The Cardholder may select and enroll in any marketing or promotion program which is offered by the Bank in conjunction with the Bank's reward system. By virtue of enrollment, the Cardholder shall also be bound by the terms and conditions governing such reward system. Upon cancellation of the Card Account, any accumulated reward and/or benefits earned or accrued shall be immediately forfeited.

- 20.05 The Cardholder must notify the Bank promptly in writing of any changes to his employment, office address, residential address, telephone, facsimile or other contact details and country of residence. If the Cardholder is absent from or is likely to be absent from Hong Kong for more than thirty (30) days, the Cardholder is required to provide or make (to the Bank's satisfaction), prior to departure, clear and specific written instructions or arrangements to the Bank for the settlement or payment of all amounts due to the Bank under the Card Account.

- 20.06 The Bank may from time to time arrange and offer certain credit card benefits to the Cardholder in association with the use of the Card. It is expressly understood that the Bank should not be held responsible or liable for any loss and/or damages suffered or sustained by the Cardholder whatsoever and howsoever arising in connection with such card benefits. The Bank may at any time and from time to time add, vary and terminate any such credit card benefits without prior notice to the Cardholder.

- 20.07 Without limiting or affecting Clause 10.02, if the Cardholder has any complaint against any Merchant in respect of any merchandise and/or services purchased or otherwise using the Card, the Cardholder may telephone the Bank's Card Centre for assistance.

- 20.08 The Cardholder agrees and accepts that the Bank can record any telephone conversation between the Cardholder and any of its staff and that such recording can be used as conclusive evidence in any dispute that may arise on any matters relating to this Agreement and the Card.

- 20.09 If any of representation and warranty above or any information provided by the Cardholder in respect of the Card Account from time to time is or will become untrue or the Cardholder has any difficulty in repaying the outstanding balance under the Card Account or any other sums that the Cardholder is payable under this Cardholder Agreement, the Cardholder undertakes to inform the Bank immediately upon its occurrence.

21. Law and Language

- 21.01 If the Card is an Affinity Credit Card/Co-branded Credit Card, the Cardholder acknowledges that the Card, whether a principal or a supplementary Card, is issued pursuant to the Cooperation Agreement for Affinity Credit Card/Co-branded Credit Card made between the Bank and the relevant affinity/co-branded partner ("Master Agreement"). Should there be any amendment of the Master Agreement or if the Master Agreement is terminated, this Agreement may consequently be amended or terminated.

- 21.02 This Agreement will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

- 21.03 The Chinese version of this Agreement is for reference only. The English version is the governing version and shall prevail in the event of any conflict.

Important Note

If your VISA Card/MasterCard/Platinum Card/Titanium Card is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost/Stolen Credit Card Report Hotline on 2512-1131. If you are outside Hong Kong, please inform us by collect call on (852) 2512-1131, by facsimile transmission on (852) 2508-9675, by telex on 60996 FUBON HX, or contact any local VISA/MasterCard member bank. Satisfactory identification of the identity of the Cardholder when reporting loss or theft may be required. The Cardholder should subsequently confirm the loss or theft to the Bank in writing within 48 hours after the telephone report.