

Summary of Major Terms & Conditions of Fubon Bank VISA/MasterCard Cardholder Agreement

The following summarizes the major terms and conditions of the Credit Card Cardholder Agreement (“Cardholder Agreement” or the “Agreement”) and you hereby agree to be bound by the whole agreement. If you would like to obtain a copy of the whole agreement, you can download it from our website www.fubonbank.com.hk or call Fubon Bank Integrated Customer Service Hotline at 2566 8181.

1. You must signify your acceptance by signing and activating the card upon receipt. You shall be responsible for all liabilities and indemnify the Bank for all claims, demands, or liabilities whatsoever arising from any use of the card prior to acceptance and activation.
2. You must keep your card and authentication factors strictly confidential and should not allow anyone to use your card and authentication factors. You shall be responsible for all liabilities arising as a result of your failure to comply.
3. You must not effect transaction(s) with an aggregate amount exceeding the Credit Limit of your card.
4. 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. You must pay the current balance on the card monthly statement on or before the payment due date, failing which a finance charge, late charge and/or other charges where applicable will be imposed.
5. 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.
6. Current fees and charges for services are set out in the Confirmation Letter and/or the List of Service Charges and/or the card mailer that the Bank sends to the cardholder together with the card. The List of Service Charges is obtainable at any of the Bank’s branches or calling Fubon Bank Integrated Customer Service Hotline. Fees and charges for services are subject to change from time to time in accordance with Clause 15 in the Cardholder Agreement.
7. You will be bound by the Terms and Conditions for the Phone Banking Service when using our Phone Banking Service. The Terms and Conditions for the Phone Banking Service will be sent to the Cardholder together with the card and it is also obtainable at any of the Bank’s branches or by calling Fubon Bank Integrated Customer Service Hotline.

8. If you continue to fail to pay any amount to the Bank when due, the Bank may appoint debt collection agents or lawyers for the collection of any money due from you. You will then be liable for all reasonable costs and expenses (including legal and collection fees).
9. In case of any card loss and provided you have not acted fraudulently or with gross negligence, have reported to the local police and have duly informed the Bank of the card loss, your maximum liability for any unauthorized use prior to the card loss will not exceed HK\$500, otherwise you will be liable for all losses arising as a result of any unauthorized use of your lost card.
10. If you find any error in the monthly statement, you should report to the Bank through Fubon Bank Integrated Customer Service Hotline at 2566 8181 within 60 days of the statement date and then promptly confirm to the Bank in writing, describing the error and provide any documentary evidence. If the Bank fails to receive any objection from you within the said 60 days, the Bank will treat that statement as final and conclusive.
11. If you are a principal cardholder, you are also liable for the debts incurred and all obligations and liabilities whatsoever arising from the use of the supplementary card by your supplementary cardholder(s). A supplementary cardholder is not liable for the debts due by you or any other supplementary cardholder(s). The principal or supplementary cardholder may terminate the supplementary card by notice in writing to the Bank and return to the Bank the related supplementary card. The principal cardholder shall be liable to the Bank for all transactions effected by the supplementary cardholder if the latter fails to return the supplementary card to the Bank upon cancellation of the card account.
12. 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. If the credit card is terminated under any circumstances, the Bank reserves the right to demand that you make immediate repayment of all outstanding due and owing under the credit card account.
13. For transactions involving the conversion of foreign currency to Hong Kong dollars, a foreign exchange conversion surcharge may be imposed.
14. The Bank reserves the right at all time to amend or vary the Cardholder Agreement and/or introduce additional terms and conditions to the Agreement. The Bank may give notice of any amendment 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. If you refuse to accept any amendment to the terms and conditions, you may terminate the card services and return the card to the Bank immediately. The Bank will refund any unused annual fee on a pro-rata basis to you upon written request if it exceeds HK\$50.
(Should there be any inconsistency between the English and Chinese versions of the above summary, the English version shall prevail.)

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 will obtain a credit report on the Cardholder from a credit reference agency(ies) 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, the cardholder may contact the credit reference agency directly at the following address:

Credit Reference Agency(ies)	TransUnion	Pingan OneConnect Credit Reference Services Agency (HK) Limited
Address	811, 8/F Tower 5, The Gateway, 15 Canton Road, TST, Kowloon, Hong Kong	Unit 1603-1604, Level 16, NEO Building 123 Hoi Bun Road, Kwun Tong, Kowloon Hong Kong
Telephone	2577 1816	2271 6268
Email address	hkcontact@transunion.com	cra_contact@paoc.com.hk
Official website	www.transunion.hk	www.paocra.com.hk

16.03 The Cardholder further acknowledges that the Card Account is subject to review from time to time which may result in the Credit Limit being increased or decreased or the Cardholder's Card Account being terminated, or in relation to the putting in place or implementation of a scheme of arrangement. 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 credit reference agency(ies) referred to in Clause 16.02.