

Fubon Bank (Hong Kong) Limited (the “Bank”) Notice of Amendment to “Fubon Bank VISA/MasterCard Cardholder Agreement”

With effect from 2 October 2018 (“Effective Date”), the Bank will implement the **addition of Visa payWave/MasterCard Contactless Credit Card Function and the related arrangements** for enhancing the credit card service quality of the Bank. In the meantime, “Fubon Bank VISA/MasterCard Cardholder Agreement” (the “Cardholder Agreement”) will be amended as follows. Cardholder can visit the Bank website at www.fubonbank.com.hk for full version of the relevant document.

Clause	Amendment(s)
1.01 (New)	<p>“Card Association” means <u>each of the Visa Worldwide Pte. Ltd. and MasterCard Asia/Pacific Pte. Ltd. and their respective successors and assigns.</u></p> <p>“Contactless Transactions” means <u>any Transactions effected through contactless payment application (the availability of which is subject to the Bank and Card Association may from time to time determine) whether the same is authorised by the Cardholder or not (unless Clause 9 applies).</u></p>
1.01 (Revised)	<p>“Transaction” means <u>any payment, refund, withdrawal, transfer or deposit transaction effected through the Use of the Card (with or without the signature of the Cardholder) 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.</u></p>
3.01 (Revised)	<p>...The terms and conditions of this Agreement shall similarly apply to the issuance and the use of any Supplementary Card. <u>The Bank shall have the right to specify the benefits and services available to the Supplementary Cardholder which may differ from the benefits and services available to the Principal Cardholder.</u></p>
6.04 (Revised)	<p>Cash Advance Fee & Finance Charge</p> <p>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 <u>or any other means (if available) or otherwise acceptable to the Bank from time to time.</u> A Finance Charge will accrue on each cash advance from the date of advance until repayment is made in full <u>(including but not limited to the Finance Charge accrued after the Monthly Card</u></p>

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	<p><u>Statement date and/or the outstanding balance of all new Transactions posted after the Monthly Card Statement date)</u> 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).</p>
7.01(b) (Revised)	<p>Payments can be made <u>inter-alia by any one of the following means:</u> 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), <u>JETCO ATMs, by telephone,</u> or transferring funds from any accounts held with the Bank or any accounts held with other bank through any other electronic means (if available) or otherwise acceptable to the Bank <u>from time to time...</u></p>
8.03 (Revised)	<p>The Bank shall provide the Principal Cardholder monthly (or as the Bank may from time to time determine) 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. <u>The issue date of the Monthly Card Statement may not be the same calendar date for each month due to intervening public holidays or non-Business Day and such date may have to be adjusted on that month.</u> If no transaction...</p>
10.05 (Revised)	<p>The Cardholder shall be liable for all Transactions effected or authorised through Use of the Card notwithstanding that no Sales Slip is signed <u>and/or the signature on the Sales Slip is different from the signature on the Card</u> 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, <u>contactless card sensor</u> or any other device approved by the Bank from time to time...</p>
14.02 (Revised)	<p>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 <u>provided that:</u></p> <p>(a) <u>the Cardholder uses his Card or PIN in accordance with the security measures as required in Clauses 4.03 and 14 and provided that if the Cardholder has not acted fraudulently or with gross negligence or has not otherwise failed to inform the Bank, the</u></p>

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	<p>maximum liability of the Cardholder shall not exceed HKD500 or such other amount pursuant <u>to the applicable law, regulations or code of practice; and</u></p> <p>(b) such limit shall be confined to loss specifically related to the credit card amount but not cover cash advance.</p> <p>Thereafter, the Cardholder shall not be liable for any further Transactions subject...</p>
14.03 (Revised)	<p>For avoidance of any doubt, <u>the Cardholder shall be liable for all Unauthorized Transaction effected with the use of the PIN before the Bank actually receives the loss or theft report subject to applicable laws and regulations. Further,</u> the Cardholder...</p>
16.03 (Revised)	<p>The Cardholder further acknowledges that the Card Account is subject to regular review <u>from time to time</u> which may result in the Credit Limit being increased or decreased or the Cardholder’s Card Account being terminated, <u>or in relation to the putting in place or implementation of a scheme of arrangement.</u> The Cardholder acknowledges...</p>

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 the above amendments set out in this Notice shall be binding on the Cardholder if the Cardholder continues to use or retain the Card on or after the Effective Date. If the Cardholder does not accept the above amendments, the Cardholder has the right to terminate the credit card in accordance with the relevant clauses mentioned in “Termination of Card Services” and “Amendment of Agreement” under the existing Cardholder Agreement before the Effective Date. For any enquiries, please call Fubon Bank Integrated Customer Service Hotline at 2566 8181 (press 1 after language selection).

This revised notice is issued in August 2018.

Remarks: The Bank reserves the right to revise and/or introduce any terms and conditions of various services from time to time. Should there be any inconsistency between the English and Chinese versions of this Notice, the English version shall prevail.