

## Principal Liabilities and Obligations under the Terms and Conditions

Principal liabilities and obligations for using the Hang Seng Credit Card / Private Label Card under the respective terms and conditions are highlighted below for your particular attention. You must read the FULL VERSION of the terms and conditions governing the use of the Hang Seng Credit Card / Private Label Card. The terms and conditions are available at branches for collection.

### **Applicable to Hang Seng Credit Card / Private Label Card (whether or not linked to a Hang Seng Credit Card) ("Card")**

1. You must exercise reasonable care and diligence in safekeeping the Card, the personal identification numbers ("PIN") and / or the e-shopping Card Account Number (if applicable). In the case of any loss, theft or unauthorised disclosure of any of them, you must report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
2. You shall be liable for all unauthorised transactions and losses suffered by Hang Seng involving the use of the Card, the PIN and / or the e-shopping Card Account Number (if applicable) if you have acted fraudulently or with gross negligence or failed to fulfil the obligations as set out in Clause 1 above.
3. You shall repay promptly the outstanding balance of your Card account upon demand by Hang Seng.
4. You shall be responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum you owe to Hang Seng.
5. You shall report to Hang Seng any discrepancies in any Card statement within 60 days of the statement date.
6. Hang Seng is entitled to amend the terms and conditions, and vary any fees and charges in respect of the use of the Card, subject to a notice of not less than 60 days, which shall be binding on you if you continue to use or retain the Card after the effective date as specified in the notice. You may elect to terminate the Card pursuant to the terms and conditions if you do not agree to such amendments or variations.
7. You must sign the Card immediately upon receipt.
8. The maximum liability for unauthorised card transaction(s) before the loss, theft and / or unauthorised disclosure of the Card / the e-shopping Card Account Number / PIN is reported will be subject to the applicable laws and regulations. However, you are liable for all unauthorised cash advances, withdrawals, transfers and transactions effected with the use of the PIN before we are actually notified of the loss, theft or unauthorised disclosure of the PIN.
9. You must repay the outstanding balance on time to avoid payment of interests and finance charges. If Hang Seng does not receive the minimum payment amount / new balance amount (if applicable) as specified in the relevant Card statement on or before the payment due date, an additional late charge shall be payable by you.
10. While the principal cardmember is held liable for the debts and liabilities of the principal cardmember and each supplementary cardmember, supplementary cardmember shall only be liable for his / her debts and liabilities.
11. Hang Seng is only entitled to apply the credit balance of the principal cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the principal cardmember and / or any supplementary cardmembers to Hang Seng. Hang Seng will only apply the credit balance of the supplementary cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the supplementary cardmember to Hang Seng.
12. Each cardmember using the SelectImage MasterCard services has to warrant that the use of the relevant photograph does not infringe the rights of any person and that the cardmember shall indemnify Hang Seng for all liabilities arising from any breach of such warranty.

### **Applicable to Private Label Card linked to a Hang Seng Credit Card only**

The values of all issued sales slips relating to the transactions effected by the use of the Private Label Card shall be debited to your Hang Seng Credit Card account ("Card Account"). The prevailing credit limit assigned to the Card Account shall be shared with the Private Label Card. The Card Account shall be settled according to the relevant Hang Seng Visa / MasterCard Card Cardmember Agreement which is also binding on you as a Private Label Card holder.

\* The Chinese version is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

**Hang Seng Bank Limited**



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