

HANG SENG COMMERCIAL MASTERCARD APPLICATION FORM

(Applicable to Business Banking Customers)



0SCH315

To: Hang Seng Bank Limited ("Hang Seng")

G503

INFORMATION OF THE APPLICANT

Name of Applicant (in English) _____ (in Chinese) _____

Office Address (in English BLOCK letters) Flat / Room Floor Block Building
 Street / Road _____ District Area _____ HK KLN
 NT Outlying Islands

All statements and correspondence will be sent to the above stated office address of the Applicant for the attention of the corresponding Authorised Card User(s). If you want to change the name of recipient of statements, please state the required recipient's name here: _____

Recipient's mailing address (If different from the above office address) _____

Office Tel. No. _____ Nature of Business _____

B.R. No. (please attach copy) _____ C.I. No. (for limited company, please attach copy) _____ Date of Incorporation _____

INFORMATION OF THE CONTACT PERSON

Name of Contact Person _____ Position _____

Contact Tel. No. _____ E-mail Address (Maximum 35 characters) _____

INFORMATION OF AUTHORISED CARD USER(S)

If the Applicant is a sole proprietorship, the sole proprietor must be one of the Authorised Card User(s). If the Applicant is a partnership or limited company, one of the Authorised Card User(s) should be the partner or the major shareholder respectively. For limited company, the personal guarantee of major shareholder is required if the major shareholder is not one of the Authorised Card User(s).

	Authorised Card User 1	Authorised Card User 2 [#]	Authorised Card User 3 [#]
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Miss <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	<input type="checkbox"/> Mr. <input type="checkbox"/> Miss <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	<input type="checkbox"/> Mr. <input type="checkbox"/> Miss <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.
Name in English	Surname: Given Name:	Surname: Given Name:	Surname: Given Name:
Name in Chinese			
Former / Other Name (if specified, please attach relevant proof)			
Nationality			
HKID Card / Passport No. (Please provide copy)			
Date of Birth (dd/mm/yy)			
Position			
Home Tel. No.			
Mobile Phone No.			
Office Tel. No.			
E-mail Address (maximum 35 words)			
Residential Address			
Permanent Address (For non-HK Permanent ID Card holder only)	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Others (please provide permanent address proof)	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Others (please provide permanent address proof)	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Others (please provide permanent address proof)
Recommended Highest Credit Limit (HK\$) (Minimum credit limit is HK\$5,000 and must be multiple of HK\$1,000)	HK\$	HK\$	HK\$
Cash Advance Facilities via ATM machines	<input type="checkbox"/> Yes (Chinese display) <input type="checkbox"/> Yes (English display)	<input type="checkbox"/> Yes (Chinese display) <input type="checkbox"/> Yes (English display)	<input type="checkbox"/> Yes (Chinese display) <input type="checkbox"/> Yes (English display)

* Please cross out blank space above to avoid fraud. If there are more than 3 Authorised Card Users, please use separate form(s).

Printing of Company Logo on Card

To obtain this service, please "✓" the box

The Applicant shall provide its logo ("Logo") for imprintment on the Hang Seng Commercial Card ("Commercial Card"). The Applicant warrants and represents that the Applicant has the full right and power to use the Logo and hereby authorises Hang Seng to use the Logo in the foregoing manner. The Applicant further warrants and represents that such use of the Logo will not violate any patents, trademarks, copyrights, sole agency rights or any other rights of any third parties or any legislative provisions or regulations in force at any time. The Applicant shall fully indemnify Hang Seng against all costs, expenses, damages, liabilities, claims and losses arising out of such use and/or violations. Once enrolled for the Printing of Company Logo on Card service, the Commercial Card(s) issued to all the Authorised Card Users of the same Applicant will carry the same Logo. Hang Seng reserves the right not to provide such service.



Remark: HK\$100 annual administration fee will be charged for each Commercial Card.

Logo should be saved in computer CD-Rom and fulfill the following requirement (1) File Format: JPEG (2) Full Size: Less than 60kb (3) Logo Color: Black Logo with white background (4) Logo Size: 10mm (high) x 30mm (wide)

CARD COLLECTION BRANCH

The Authorised Card User(s) wish(es) to collect the Commercial Card(s) at the Hang Seng branch listed on the right. (If not specified, Hang Seng will assign the card collection branch at its discretion.) _____ Branch*

* Card collection is not available at MTR Station Offices (except Tsuen Wan Station) and Banking Centres

CERTIFICATION AND DECLARATION

(A) In the case of a sole proprietorship or partnership, I/we jointly and severally acknowledge, warrant, confirm, agree, accept and undertake as follows; (B) In the case of a limited company, I/we certify the following to be the true and correct extract of the resolutions as entered into the minute book of the Applicant duly passed at a Meeting of the Board of Directors or the governing body (as the case may be) of the Applicant in accordance with the articles of association or the constitutional documents (as the case may be) of the Applicant held at _____ on the _____ day of _____ ("the Said Meeting"), and further confirm and undertake on behalf of the Applicant as follows and (C) in the case of an Authorised Card User, I acknowledge, warrant, confirm, agree, accept and undertake as follows:

- The Applicant desires to obtain financial accommodation from Hang Seng Bank Limited ("Hang Seng") pursuant to the use of a number of Hang Seng Commercial Card(s) at the Applicant's request to the officers and/or agents of the Applicant (the "Commercial Card(s)").
- The Applicant intends to authorise its officers and/or agents to use such Commercial Card(s) (including, but without limitation, obtaining cash advance by use of such Commercial Card(s) or any of them) for and in connection with the Applicant's business.
- The Applicant hereby applies for the Commercial Card(s) to be issued to each Authorised Card User named in this application form, and authorises each Authorised Card User to collect the Commercial Card to be issued to him/her or the Commercial Card from time to time to be replaced or renewed by Hang Seng.
- The Applicant and each Authorised Card User shall be bound by the details as specified in the Important Note overleaf and the terms and conditions in the Cardmember Agreement in force from time to time governing the use of the Commercial Card(s) (including but not limited to the use of cash advance facility) that accompany each card.
- The Applicant and each Authorised Card User shall inform Hang Seng in writing (i) if the Applicant and/or the Authorised Card User(s) is/are/was/were (within the past 12 months) a director of, or if the Applicant and/or the Authorised Card User(s) is/are a substantial shareholder/chief executive/employee of, any member of the HSBC Group or relative of or trustee for any such director/substantial shareholder/chief executive/employee or (ii) if Hang Seng and/or The Hongkong and Shanghai Banking Corporation Limited ("HongkongBank"), any director of Hang Seng and/or HongkongBank, and/or any relative of any such director is/are the director(s), partner(s), manager(s) and/or agent(s) of the Applicant. Please also promptly inform Hang Seng if the Applicant (or anyone thereof) and/or any one of the Authorised Card User(s) is or become(s) in any way connected with (i) a director of Hang Seng or any of its subsidiaries; or (ii) an entity controlling 10% or more of the shares in Hang Seng. Hang Seng requires the information to comply with the Listing Rules.
- The Applicant and each Authorised Card User acknowledge and agree that Hang Seng has absolute discretion in offering and providing services, benefits and privileges in connection with the use of the Commercial Card(s) on such terms and conditions as Hang Seng may prescribe from time to time, and that any such services, benefits and privileges may be offered and provided by Hang Seng to either or both of the Applicant and the Authorised Card User(s).
- Where the Applicant is a limited company, the Applicant agrees the following terms and conditions shall apply:
 - The Applicant applies to Hang Seng for the issuance of a sufficient number of Commercial Card(s) as, in the judgment of the Director(s) (including the Chairman of the Meeting) who constituted the quorum of the Said Meeting ("Authorised Director(s)"), the Applicant may require;
 - The Authorised Director(s) be and is/are hereby authorised, directed and empowered, in the name of the Applicant, (i) to apply to Hang Seng from time to time for the issuance of such number of Commercial Card(s) as such Authorised Director(s) consider(s) appropriate; and (ii) to execute such application forms as Hang Seng may require; and (iii) to apply, subject to Hang Seng's approval at its entire discretion, for the change of credit limit of each of the Commercial Card(s) issued by Hang Seng; and (iv) to handle all other matters in relation to the Commercial Card(s) issued by Hang Seng, and that the Applicant undertakes to accept full responsibility and to pay all indebtedness which may be incurred by the use (whether authorised by the Applicant or not) of all or any such Commercial Card(s) by the respective officers and/or agents of the Applicant to which they are issued as requested by the Authorised Director(s) on behalf of the Applicant; and
 - The Cardmember Agreement in force from time to time governing the use of the Commercial Card(s) be and is hereby approved and accepted, such approval and acceptance to be conclusively evidenced by the completion and execution of the relevant application form(s) from time to time by such Authorised Director(s) for and on behalf of the Applicant in accordance with the terms of these Resolutions.
- I/we and each individual acknowledge and agree that all personal data relating to the sole proprietor/partner/director/shareholder/Authorised Card User of my/our firm/company and each individual provided by me/us upon Hang Seng's request or collected from the transaction entered into between me/us and Hang Seng (the "Data") may be used and disclosed by Hang Seng for such purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to me/us from time to time including without limitation, for the purpose of conducting credit check of me/us. I/we and each individual also acknowledge and agree Hang Seng may use the information provided in collection with this application for direct marketing purposes.

- (i) I/We hereby acknowledge and agree that:
- (i) Subject to sub-paragraph (ii) below, any information with respect to me/us which is provided by me/us at the request of Hang Seng or collected in the course of dealings between me/us and Hang Seng may be disclosed to, or used and retained by, any other institution or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions (1) in order that they may carry out credit and other status checks in respect of me/us; (2) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor and/or (3) to assist them in collecting debts.
- (ii) If we are a limited company: (1) We may by giving Hang Seng 90 days' notice in writing revoke the consent contained in sub-paragraph (i) above; (2) If we give notice to revoke the consent given pursuant to sub-paragraph (i) in accordance with sub-paragraph (ii)(1); (01) subject to (06) and (07) below, Hang Seng may continue to disclose information pursuant to sub-paragraph (i) until the notice of revocation given pursuant to sub-paragraph (ii)(1) expires; (02) Hang Seng may notify all persons to whom Hang Seng is permitted to disclose information pursuant to sub-paragraph (i) of the fact that a notice of revocation has been given pursuant to sub-paragraph (ii)(1); (03) Hang Seng may regard the notice of revocation served on Hang Seng as also applying to the consent we have previously given in respect of all other credit facilities (including hire purchase or leasing loans) granted to us by Hang Seng; (04) Hang Seng may terminate all or any part of the Loan and any other facilities provided to us with effect from the date to be advised by Hang Seng, subject to the terms and conditions by which the relevant facilities are governed; (05) the credit reference agency or similar service provider may continue to retain information provided to it by Hang Seng in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports; (06) Hang Seng may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in paragraph (ii)(1) above; and (07) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in paragraph (ii)(1) above.
- (iii) If I/we am/are a sole proprietorship or partnership, I/we may instruct Hang Seng, upon termination of an account by full repayment without any refinancing from Hang Seng, to make a request to the credit reference agency or similar service provider to delete relevant account data from its database, so long as the instruction is given within 5 years after account termination and at no time did the account have a default in payment for a period in excess of 60 days within 5 years immediately before account termination.
- (iv) Subject to sub-paragraphs (ii) and (iii) above, this consent shall remain in effect despite the termination of any of my/our account or borrowing relationship with Hang Seng for a period of five years thereafter, or if later, for the period of five years after the settlement following a payment default of more than sixty days.
- (v) This consent is given by me/us, or if we consist of more than one person, by each of us severally.
- (vi) This consent is in addition to and does not affect any agreement or consent contained in any account rules, terms and conditions or other contracts and agreements or documents governing any of my/our account and/or borrowing relationship with Hang Seng.
- (j) I/We and each individual agree(s) that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, disclose the Data to any person who provides to Hang Seng any insurance coverage in whatever nature in connection with the operation of Commercial Card(s), conduct matching procedures as defined in the Personal Data (Privacy) Ordinance using the Data and such other personal data and information relating to me/us and/or each individual, and provide banker's or credit references in respect of me/us and/or each individual.
- (k) I/We and each Authorised Card User confirm that the information on this application form is true and correct and authorise Hang Seng to communicate and to exchange such information with whatever sources Hang Seng may consider appropriate for the purpose of verifying the same.
- (l) Where the Applicant is a sole proprietorship or partnership, the provisions of this application form shall be communicated to Hang Seng and remain in force until amended and notified to Hang Seng in such manner as Hang Seng may prescribe from time to time; where the Applicant is a limited company, the provisions of this Application Form (including the resolutions passed at the Said Meeting and set out in this section) shall be communicated to Hang Seng and remain in force until an amending resolution shall be passed by the board of directors or the governing body (as the case may be) of the Applicant and a certified copy by the chairman of the meeting and either the Company Secretary or one other Director of the Applicant shall have been received by Hang Seng.

Dated this _____ day of _____.

Certified, confirmed, agreed and signed by (no company chop is required)

In the capacity(ies) of a Sole Proprietor / Partner / Chairman of the Meeting (must be a director) / Authorised Card User*
Name: _____

In the capacity(ies) of a Partner / Director / Authorised Card User*
Name: _____

In the capacity(ies) of a Partner / Director / Authorised Card User*
Name: _____

In the capacity(ies) of a Partner / Director / Authorised Card User*
Name: _____

* Please delete if inappropriate.

Notes: • The Principal Liabilities and Obligations for using the Commercial Card(s) under application herein are highlighted in the enclosed leaflet for the attention of the Applicant and each Authorised Card User. A copy of the Cardmember Agreement governing the use of Commercial Card is available at any Hang Seng branch upon request. • The English version shall prevail whenever there is a discrepancy between the English and Chinese versions. • This Certification and Declaration should be signed by the Sole Proprietor if the Applicant is a sole-proprietorship, all partners if the Applicant is a partnership or each of the Directors (including the Chairman of the Meeting) who constituted quorum for the Meeting in accordance with the articles of association or the constitutional documents of the Applicant if the Applicant is a limited company, and each of the Authorised Card User(s) who is/are not the Sole Proprietor / Partners / Director(s).

FOR BANK USE

App	T Limit	Gp Exp	Card 1 C/L	Card 2 C/L	Card 3 C/L
Recommend			Ref Staff ID	Ref Br/Dept Code	Branch Code

- The Applicant should not be a charitable association or club. Each Authorised Card User must be at least 18 years of age.
- Please complete this **application form and submit the following required documents** to your Relationship Manager or any Hang Seng Business Banking Centre or branch. The Applicant can also mail the documents to P.O. Box 74147 Kowloon Central Post Office (documents submitted including this application form are not returnable).

Copies of documents to be submitted:

- Business Registration Certificate
- Certificate of Incorporation*
- Memorandum and Articles of Association*
- HKID Card / Passport of each Authorised Card User
- If former / other name of Authorised Card User is specified, please attach relevant proof, such as certificate of registered particulars
- HKID Card(s) / Passport(s) of Sole Proprietor / Partners / major director(s) and shareholder(s)#
- Bank Statement of the Applicant for the past 3 months (only applicable if the relationship with Hang Seng is less than 6 months)
- Latest Profits Tax Demand Note from the Inland Revenue Department
- Latest audited financial statements (within 18 months) or management accounts (within 12 months)
- Other asset(s) proof (e.g. Time Deposit Advice, Mortgage Loan Statement, etc.)

* Applicable to limited company only
Applicable to the director(s) and shareholder(s) who is / are holding more than 30% shares (applicable to Hong Kong registered limited company) or more than 50% shares (applicable to non-Hong Kong registered limited company).

Note: If the Applicant is a Hong Kong registered company and its Authorised Card User(s) own equal or less than 30% shares or a non-Hong Kong registered company and its Authorised Card User(s) own equal or less than 50% shares, Hang Seng reserves the right to request the Applicant to provide personal's major director's / major shareholder's guarantee documents or other additional information for the purpose of approval. Hang Seng reserves the right of final decision on application approval.



Important Note

The finance charge for retail purchase and interest rate on cash advance for Commercial Card are calculated at an interest rate of 2.34% per month (Annualised Percentage Rate 30.29%) and 2.34% per month (Annualised Percentage Rate 34.20%) respectively. The above Annualised Percentage Rates ("APR") are calculated according to the standard method set out in the Code of Banking Practice and the applicable annual fee (if any) is not included in the APR calculation.

The annual fee for each Commercial Card is HKD240 for each year. For details of other service charges, please ask any Hang Seng Business Banking Centre or branch staff.

POSTAGE
WILL BE
PAID BY
LICENSEE
郵費由持
牌人支付

NO POSTAGE
STAMP
NECESSARY IF
POSTED IN
HONG KONG
如在本港投寄
毋須貼上郵票

BUSINESS REPLY SERVICE
LICENCE NO. 2738

HANG SENG BANK LIMITED
CARD CENTRE
P.O. BOX 74147
KOWLOON CENTRAL POST OFFICE
KOWLOON

Please seal here

Please seal here

Please seal here

Hang Seng Bank Limited (the "Bank") Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws or guidelines issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services or comply with any laws or guidelines issued by regulatory or other authorities.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking/financial relationship, for example, when data subjects write cheques, deposit money or carry out card transactions.
4. The purposes for which data relating to data subjects may be used are as follows:-
 - (i) the daily operation of the services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank's credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects' use;
 - (vii) marketing services or products of the Bank and/or selected companies;
 - (viii) determining the amount of indebtedness owed to or by data subjects;
 - (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
 - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (xi) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xii) exchanging information with merchants accepting credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity");
 - (xiii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xiv) purposes relating thereto.
5. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 4:
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank or a merchant or an affinity entity which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, debt collection agencies;
 - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of data subjects;
 - (vii) any card acquirer of a merchant; and
 - (viii) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to data subjects.
6. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:-
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with

further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and

- (v) in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.

7. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:-

Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong
Fax: (852) 2868 4042

9. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event data subjects wish to access credit reports, the Bank will advise the contact details of the relevant credit reference agency.
10. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: 26 March, 2007

Principal Liabilities and Obligations under the Terms and Conditions

Principal liabilities and obligations for using the Hang Seng Commercial MasterCard/ Hang Seng Visa Commercial Card ("Card") under the relevant 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 Card. The terms and conditions are available at branches for collection.

1. The Cardmember shall procure each Authorised Card User to sign the Card immediately upon receipt
2. The Cardmember shall, and shall procure each Authorised Card User to, exercise reasonable care and diligence in keeping the Card and the personal identification number ("PIN") and, in the case of any loss, theft or unauthorised disclosure of them, report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
3. The liability of the Cardmember and each Authorised Card User shall be joint and several.
4. The Cardmember shall, and shall procure the Authorised Card User to, repay promptly the outstanding balance of the Card account on demand by Hang Seng.
5. The Cardmember and the relevant Authorised Card User shall be liable for all unauthorised transactions and losses suffered by Hang Seng involving the use of the Card and/or the PIN if the Cardmember and/or the relevant Authorised Card User has/have acted fraudulently or with gross negligence or failed to fulfill the obligations as set out in Clause 2 above.
6. The Cardmember shall, and shall procure each Authorised Card User to, repay the outstanding amount as specified in the relevant Card statement on or before the payment due date, failing which an additional late charge shall be payable by the Cardmember and such Authorised Card User.
7. The Cardmember and each Authorised Card User shall be jointly and severally responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum owed by the Cardmember and such Authorised Card User to Hang Seng
8. Where the Cardmember and the Authorised Card User(s) have not acted fraudulently or negligently and have reported the loss, theft and/or unauthorised disclosure of the Card/PIN as soon as reasonably practicable, the maximum liability for unauthorised Card transactions before Hang Seng actually receives the report will not be higher than the amount prescribed by the applicable laws and regulations. However, subject to the applicable laws and regulations, the Cardmember and the relevant Authorised Card User shall be liable for all unauthorised cash advances effected with the use of the PIN before Hang Seng actually receives the report of the loss, theft or unauthorised disclosure of the PIN.
9. The Cardmember and the relevant Authorised Card User shall report to Hang Seng any discrepancies in the Card statements within 60 days of the statement date.
10. Hang Seng is entitled to apply the credit balance of the Cardmember's and any of each Authorised Card User's account(s) in or towards satisfaction of the debts and liabilities owed by the Cardmember or such Authorised Card User to Hang Seng.
11. 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 30-day notice, which shall be binding on the Cardmember and each Authorised Card User if the Cardmember or any of the Authorised Card User continues to use or retain the Card after the effective date as specified in the notice. The Cardmember and/or the Authorised Card User may elect to terminate the Card pursuant to the terms and conditions if the Cardmember and/or such Authorised Card User do/does not agree to such amendments or variations.