

## Principal Liabilities and Obligations under the Terms and Conditions

Principal liabilities and obligations for using the Hang Seng Platinum Commercial MasterCard/Visa Platinum Commercial Card/Visa Platinum Business Card/UnionPay RMB Diamond Commercial Card (including Affinity Cards) ("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 Cardmember shall be solely liable for the obligations and liabilities of each Authorised Card User under the terms and conditions.
- 4. The Cardmember shall repay promptly the outstanding balance of the Card account on demand by Hang Seng.
- 5. The Cardmember shall be liable for all unauthorised transactions and losses suffered by Hang Seng involving the use of the Card and/or the PIN by any Authorised Card User 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 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.
- 7. The Cardmember shall be solely responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum owed or incurred by the Cardmember 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 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 account in or towards satisfaction of the debts and liabilities owed or incurred by the Cardmember 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 notice of not less than 60 days, 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.

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