

myBond Credit Card Cardholder Agreement

Please read carefully and make sure that you thoroughly understand the terms and conditions printed below on the cardholder agreement ("agreement"). Your use of the card (including activation or simply maintaining the card account) will constitute acceptance of this agreement.

1. Definitions

In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"**Entrust**" means Entrust Digital Limited.

"**Card**" means any credit card (including any replacement and where the context permits or requires), a Card includes a supplementary card.

"**Cardholder**" means the person to whom the Card is issued by Entrust and, where the context permits or requires.

"**Card Account**" means the account opened and maintained by Entrust in the name of the Cardholder for the purpose of this Agreement.

"**Card Transaction**" means each transaction (including a cash

"**CSH**" means Entrust Customer Service Hotline.

"**CSH Services**" means credit card and other account related services from time to time offered by Entrust under CSH in accordance with Clause 4.

"**Fees and Charges**" means the interest, finance charge, other fees and charges set out in Clause 5 payable by the Cardholder.

"**Hong Kong SAR**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Minimum Payment Due**" means the minimum sum to be paid by the Cardholder.

"**Payment Due Date**" means the date by which the Minimum Payment Due must be made to Entrust.

"**PIN**" means the personal identification number(s) assigned by Entrust to the Cardholder for the purpose of identifying the Cardholder for certain transactions made with the Card.

"**Statement Balance**" means the total amount outstanding on a Card Account as specified in a statement

"**Telephone Instruction**" means any instruction in connection with the CSH Services given by the Cardholder to Entrust by the use of telephone in such manner as Entrust may from time to time prescribe.

"**Terminal**" means an automated teller machine, or other point-of-sale terminal through which card transaction may be given.

2. Liability of principal Cardholder

As the principal cardholder, cardholder shall be fully liable for cardholder's debts and liabilities and also all the debts and liabilities (including all Fee and Charges) of each supplementary card under cardholder's Card Account.

3. Use of the Card

3.1. The Card

Cardholder shall activate cardholder's Card according to our Card Activation Steps immediately upon receipt from Entrust. Cardholder's Card is the property of Entrust and must be surrendered on request.

3.2. PIN

Cardholder shall at all times act in good faith and take reasonable care of cardholder's Card and cardholder's PIN, and keep cardholder's Card safely under cardholder's personal control and cardholder's PIN secure and confidential.

In particular, Cardholder agrees:

- a. not to allow any other person to use cardholder's Card and/or PIN;

- b. not to write down cardholder's PIN on cardholder's Card or on anything usually kept with or near cardholder's Card;
- c. not to written down or recorded cardholder's PIN without disguising it;
- d. not to choose obvious numbers for cardholder's PIN (such as cardholder's HKID card number, date of birth, telephone number or other easily accessible personal information);
- e. not to use cardholder's PIN for accessing any other services (for example, connection to the internet or accessing other websites); and
- f. to change cardholder's PIN regularly.

Cardholder agrees to accept full and sole responsibility for all consequences, losses, and liabilities incurred because cardholder's PIN has been known to any other person for whatever reason, and I agree to indemnify Entrust for any loss or damage incurred.

3.3. Renewal

The renewal of cardholder's Card shall be at Entrust's discretion. If cardholder's Card is not renewed, the whole Statement Balance becomes due and payable immediately.

3.4. Credit limit

- a. Cardholder will be given a credit limit expressed in Hong Kong Dollars which is for retail purchases and cash advance. Cardholder's limit will be shared between the cardholder and all of cardholder's Supplementary Cardholder(s) (if applicable). Cardholder shall strictly observe such limit.
- b. Cardholder understands that Entrust set cardholder's limit based on cardholder's Card Account (including any spending and repayment pattern). If Entrust decide to increase cardholder's limit, advance notice will be given to me. Whereas, Entrust shall have the sole discretion to decrease cardholder's limit forthwith based on periodic assessment of cardholder's credit risks associated with cardholder's Card Account without prior notice.
- c. Entrust may at its sole discretion reject any card transaction in excess of the credit limit. However, Entrust also has discretion to allow such card transaction without prior notice to me, unless cardholder elects to opt out of the over-the-limit facilities. Even if Entrust has accepted cardholder's opt out request, certain Card Transactions in excess of the credit limit may still be allowed. Examples including (without limitation) are:
 - i. Octopus Automatic Add-Value and/or autopay transactions;
 - ii. transactions where the posting amount exceeds currency exchange rate fluctuations in respect of foreign currency transactions;
 - iii. mobile or contactless payment transactions;
 - iv. transactions approved yet late posted; and (v) stand-in authorization transactions.

Cardholder shall be liable for the card transaction in excess of the credit limit and related Fees and Charges (including the over-the-limit fee) according to the provisions of this Agreement.

3.5. Purchase of goods and services

- a. Cardholder may use cardholder's Card to obtain goods or services at the outlets of any contracted card associations merchant, subject to the credit limit Entrust has given.
- b. Entrust is not liable or responsible if cardholder's Card is not accepted or honored by any merchant, person or Terminal. Entrust is also not responsible for any goods or services supplied by any merchant. Cardholder's obligation to Entrust under this Agreement will not be reduced by any claim made by the cardholder against a merchant. Cardholder shall be solely responsible for resolving any dispute with a merchant, in particular in

relation to any autopay or direct debit arrangement to charge from cardholder's Card Account with the merchant. Entrust has the right not to act on any request to set up, modify or terminate such arrangement if cardholder has any dispute with the merchant.

3.6. Cash advance

Entrust will issue the cardholder a PIN after cardholder activates cardholder's Card to withdraw cash from a Terminal of designated networks.

3.7. Liability of Card Transaction

Subject to Clause 10, cardholder agrees to accept full responsibility for any card transaction effected under cardholder's Card, regardless of whether or not the card transaction is authorized, this includes:

- a. any card transaction that involves a duly cash disbursement slip, and/or other record bearing the imprint or another form of reproduction of the information embossed on the Card;
- b. record of cash advances in Entrust; and
- c. record relating to any order for goods and/or services placed via phone, mail, internet, or by other method of purchase in which cardholder's Card was not presented but cardholder's Card number and other required information such as Card expiry date were provided.

The card shall not be used for payment or settlement of any unlawful transactions under any applicable law. Entrust reserves the right to decline processing or paying any card transaction which Entrust suspects to be an unlawful transaction under any applicable law.

4. CSH Services

CSH Services shall be provided by Entrust to the Cardholder on and subject to the following terms and conditions:

- 4.1. Cardholder may use the CSH Services by giving Telephone Instructions and authorize Entrust to act on such Telephone Instructions. Accordingly:
 - a. any Telephone Instruction, once given, may not be rescinded or withdrawn without the written consent of Entrust;
 - b. all Telephone Instructions given, as understood and acted on by Entrust in good faith, shall be irrevocable and binding on the cardholder whether given by the cardholder or by any other person purporting to be the Cardholder; and
 - c. Entrust shall be under no duty to verify the identity or authority of the person giving any Telephone Instruction or the authenticity of such Telephone Instruction.
- 4.2. Entrust shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given.
- 4.3. Telephone Instructions, to be effective, must be given by using whichever PIN as may be required, and such other details as Entrust may require and must be accepted by Entrust by such means as Entrust may prescribe.

5. Fee and Charges

- 5.1. Cardholder agrees the Fees and Charges shall be levied on cardholder's Card Account according to the latest Fees and Charges released on our website.

CARDHOLDER CONFIRM THAT CARDHOLDER UNDERSTAND THESE FEES AND CHARGES.

- a. Annual fee
Payable for principal Card and supplementary Card unless informed otherwise;
- b. Card replacement fee

- A fee payable on each Card replaced;
- c. Cash advance fee
A handling fee payable for each and every cash advance transaction being made;
- d. Late fee
Payable when cardholder fails to pay the "Minimum Payment Due" on or before the "Payment Due Date" as set out in the statement;
- e. Over-the-limit fee
Payable when the current account balance (excluding all Fees and Charges) exceeds the credit limit of cardholder's Card;
- f. Direct Debit Authorization (DDA) payment return fee
Payable in respect of any auto payment that is rejected thus Entrust did not receive it;
- g. Statement retrieval fee
A fee payable for supplying copies of statement in latest and/or beyond 2 months as per cardholder's request;
- h. Sales draft retrieval fee
A fee payable for supplying photocopies of sales draft as per cardholder's request;
- i. Credit balance withdrawal fee
Payable when cardholder requests to withdraw any credit balance from cardholder's Card Account by issuing a cheque by Entrust;
- j. Foreign currency transaction fee
Payable on card transaction effected in a currency other than Hong Kong Dollars, Entrust has the right to require the cardholder to pay in full or in part the transaction fee charged by card associations and Entrust;
- k. Finance charge
 - i. In respect of cash advance, the finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if cardholder pays the Statement Balance in full on or before the Payment Due Date, no finance charge will be levied.
 - ii. If cardholder does not pay Statement Balance in full on or before the Payment Due Date, a finance charge will be applied to the retail purchase on applicable rate based on:
 - (1) the unpaid Statement Balance from the statement date immediately preceding the Payment Due Date until payment in full; and
 - (2) the amount of each new card transaction being posted since the statement date, from the transaction date until payment in full.
 - iii. The applicable finance charge as stipulated in Entrust to the cardholder from time to time at its sole discretion will accrue and will be calculated on a daily basis.

5.2. Cardholder shall be liable for all card transaction (including all related Fees & Charges) even:

- a. if cardholder does not sign a sales slip (including where a card transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without cardholder's signature);
- b. if the card transaction is effected involuntarily;
- c. after termination of cardholder's Card or this Agreement; or
- d. under any of the circumstances stated in Clause 3.7.

5.3. Cardholder fully understands that Fees and Charges are calculated according to the rate currently applicable and are

subject to change by Entrust at any time at its discretion by advance notice given to the cardholder in accordance to Clause 14.

6. Exclusion or limitation of liability

Entrust shall not be concerned with, or be liable to the cardholder for, any loss or damage directly or indirectly arising from any of the following, except where the same has been caused directly by, as the case may be, Entrust's negligence:

- a. the loss of or inaccuracy in any information or data stored in a Card containing a device capable of storing data or information;
- b. the exercise by, Entrust of its right to demand and procure surrender of cardholder's Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by Entrust or by any other person or by any Terminal;
- c. termination by Entrust of cardholder's Card or cardholder's Card Account pursuant to Clause 15;
- d. the repossession of cardholder's Card, any request for its return, or any statement made or act performed by any person requesting its return, and in no circumstance shall the same be or constitute any reflection on or injury to the creditworthiness, character or reputation of me;
- e. any misstatement, misrepresentation or omission in any details disclosed by Entrust pursuant to Clause 12; or
- f. cardholder's act of fraud, forgery or gross negligence, including (without limitation) cardholder's failure to observe Clause 3 or 10 or follow any other recommendation of Entrust from time to time regarding the safety and secrecy of cardholder's Card and cardholder's PIN.

7. Monthly Statement

- 7.1. You will receive an e-statement monthly.
- 7.2. You could check or download the e-statement when you log in your myBond Account through our APPs.
- 7.3. Cardholder agrees to check cardholder's statement carefully and to notify Entrust immediately about any incorrect or unauthorized card transaction shown on the statement within 60 days of the statement date. Otherwise, cardholder shall be deemed to have accepted all the details contained in the statement as true and accurate in all respects, except for details relating to any unauthorized Card transaction arising from:
 - a. any default or negligence of Entrust or its employee, agent or other service provider; or
 - b. forgery or fraud by any third party and in relation to which Entrust failed to exercise reasonable care and skill, or forgery or fraud by Entrust's employee, agent or other service provider.
- 7.4. Cycle in respect of statement issuance, namely statement cycle, may not correspond to a calendar month.

8. Payments

- 8.1. Cardholder shall be liable to Entrust for all amounts charged to cardholder's Card (whether or not the Card transaction has been posted to cardholder's Card Account), including cash advance, interest, Fees and Charges, whether made in Hong Kong or abroad. All charges on the Card Account not made in Hong Kong Dollars shall be converted to Hong Kong Dollars using the applicable exchange rate. Cardholder agrees and authorizes Entrust to debit the Card Account for all the amounts payable by the cardholder to Entrust on the relevant Payment Due Date. Without prejudice to the right of Entrust to demand full payment of Statement Balance, cardholder shall pay Entrust at least the Minimum Payment Due indicated in each statement on or before the Payment Due Date.
- 8.2. All amounts due to Entrust under this Agreement shall be payable without any deduction by way of set off, counterclaim or otherwise of any amount due or alleged to be due from Entrust or any other person and notwithstanding any legal limitation, disability or incapacity of me.

8.3. If cardholder should be absent from Hong Kong for more than one month, arrangements to settle cardholder's Card Account should be made prior to cardholder's departure.

9. Payment order

Entrust will apply any payment received from the cardholder to settle the Statement Balance in the following order or in any other order as Entrust thinks fit from time to time:

- a. all Fees and Charges billed;
- b. instalment amount in descending order according to the applicable rate and/or interest (if more than one instalment plan);
- c. outstanding cash advances amount;
- d. outstanding retail purchases amount;
- e. remaining portion of outstanding balance in descending
- f. any other amount owed by the cardholder to Entrust under this Agreement; and
- g. Fees and Charges and Transaction Instructions not yet shown in any statement.

Cardholder understands that cardholder may have a different payment order as Entrust considers appropriate based on cardholder's Card Account information including any spending and repayment pattern without prior notice to me.

10. Lost or theft of Card

10.1 Cardholder shall promptly lock your Card and report any loss, theft, disclosure or unauthorized use of your Card to Entrust and/or change cardholder's PIN as soon as possible.

10.2 Subject to Clause 10.1, cardholder shall be liable for all losses effected by any unauthorized use of cardholder's Card or PIN before Entrust or any members of card associations Worldwide receive report of loss, theft, disclosure or unauthorized use.

10.3 Cardholder shall be entitled to withhold payment of the disputed amount and related Fee and Charges provided that cardholder reported the unauthorized Card transaction before the Payment Due Date of such Card Transaction. Cardholder shall forthwith pay all Fees and Charges withheld as above in the event that, upon completion of such investigation, the report made by the cardholder is proved to be unfounded, and Entrust reserves the right to re-impose any late fee or finance charge on the disputed amount over the whole period (including the investigation period).

10.4 Cardholder notes that the limit referred to in Clause 10.4 does not apply (and cardholder shall be liable for the full amount) in the cases below:

- a. permitted third party to use cardholder's Card and/or PIN; or
- b. if I have acted fraudulently or with gross negligence in using or safeguarding cardholder's Card or PIN.

Cardholder's failure to follow any recommendation of Entrust from time to time regarding the safekeeping of cardholder's Card or PIN may be treated as gross negligence.

11. Default and indemnity

11.1. Default

If cardholder fails to pay any amount due under this Agreement on any Payment Due Date, cardholder's right to use the Card may be revoked or suspended. Cardholder shall also immediately become liable to pay the total amount charged to the Card (whether or not the card transaction made have been posted to the Card Account), including the interest, annual fee, late fee and other Fees and Charges whether made in Hong Kong or abroad.

11.2. Collection cost

If Entrust refers the collection of cardholder's Card Account to a collection agency and/or a lawyer, cardholder shall

be liable to pay the reasonable costs and expenses of such collection agency and/or lawyer and such other reasonable costs and expenses incurred by Entrust in recovering such payment and enforcing its rights.

11.3. Indemnity

Cardholder shall indemnify Entrust on demand, for such amount of loss, damage, costs and expenses, (including all reasonable legal and debt collection costs and expenses) which Entrust may reasonably incur by reason of any card transaction effected through the use of cardholder's Card or any default by the cardholder in respect of any provision of this Agreement.

12. Data privacy

12.1. Cardholder agrees that cardholder's personal data collected by Entrust from time to time may be used, held, transferred and disclosed for such purposes and to such persons accordance with the policies of Entrust on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by Entrust to the cardholder from time to time. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way of references or otherwise) to any financial institution with which cardholder has or proposes to have dealings to enable such financial institution to conduct credit checks on me.

12.2. In addition to Clause 12.1, Entrust is authorized to disclose cardholder's data:

- a. to other parties and / or affiliated companies and/or third-party service providers as may enable Entrust to evaluate facilities offered by it or them; and
- b. to facilitate the processing of card transaction at any Terminal of such institution.

12.3. To protect the rights of both Entrust and me, and to help resolve any disputes between us, cardholder understands that Entrust may (but shall not be obliged to) record, and cardholder acknowledges and agrees to Entrust recording all telephone conversations between Entrust and the cardholder and cardholder's instructions given to Entrust, by writing and/or by tape recording and/or any other methods as Entrust may determine. These records shall be conclusive and binding on the cardholder and are deemed to be the property of Entrust and may be retained by Entrust for such period as Entrust deems appropriate subject to all the applicable laws and relevant regulations.

12.4. Cardholder shall, at any time, have the right to request access to information held by Entrust concerning cardholder's Card Account information. Cardholder also has the right to update and correct such information in writing to the Data Protection Officer, Entrust Digital Limited, Unit H, 25F., Legend Tower, 7 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong. Entrust reserves the right to impose a charge to cover the cost of complying with such a request.

13. Amendments and assignment

13.1. Cardholder agrees that Entrust has the right to vary the terms and conditions of this Agreement from time to time by prior notice in a statement or given in a manner Entrust considers appropriate. Any notice of changes (including this Agreement), if delivered to cardholder's last known address by post or by other channels in accordance to Clause 14, shall be deemed to have been given to the cardholder and each of cardholder's Supplementary Cardholder(s) (if applicable) will be bound by a variation unless we return our Card(s) to Entrust for termination before the date on which such variation takes effect.

13.2. Cardholder may not assign the whole or any part of cardholder's rights under this Agreement. Entrust may assign sub-participate or transfer any or all of its rights and obligations under this Agreement without cardholder's prior consent.

14. Communication

Cardholder shall promptly notify Entrust of any change in cardholder's personal information (including residence, office

or mailing address and/or telephone number(s) and any change in financial and employment status). Cardholder understands that each such mailing address shall always be in Hong Kong. In case such chosen mailing address is not accessible through mail or delivery, Entrust has the option to use other address(es) and contact information held by Entrust.

15. Termination

15.1. Cardholder understands that cardholder may at any time terminate cardholder's Card or cardholder's supplementary card(s) (if applicable) by giving Entrust written notice of termination. Termination shall be effective only upon Entrust actually receiving such notice. Entrust reserves the right at any time to terminate cardholder's Card by giving notice to cardholder's last known address in accordance with Clause 14. Upon request by Entrust, cardholder's Card (which should be cut into pieces and destroyed) must be returned to Entrust after termination.

15.2. If for any reason cardholder's Card is terminated by the cardholder or by Entrust or cardholder's right to use the Card is revoked on cardholder's bankruptcy, death or otherwise, then:

- a. all rights and privileges (including those of any Supplementary Cardholder(s)) (if applicable) shall be automatically terminated; and
- b. the total amount charged to cardholder's Card (and every supplementary card) whether or not the card transaction made has been posted to the Card Account including the interest, the full annual fee, and other Fees and Charges (whether made in Hong Kong or abroad), shall become immediately due and payable without demand or notice. Cardholder's estate shall be liable for settling such sums.

15.3. Cardholder shall terminate or modify any autopay, direct debit authorization and other regular payment arrangement set up by cardholder with the relevant merchant or party.

16. Set off

In addition to any general right of set off or other rights in law or under any agreement, cardholder acknowledges that Entrust can combine or consolidate the Statement Balance on cardholder's Card Account with the balance on any other account which cardholder has in Entrust without prior notice. Entrust is entitled to set off or transfer any money standing to the credit of cardholder's other account in Entrust in or towards settlement of cardholder's liability to Entrust under this Agreement.

17. Law and language

17.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR.

17.2. The Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of HKSAR) shall not apply to this Agreement and unless specifically herein provided no person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the parties to it.

17.3. If at any time any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.

17.4. If there is any inconsistency or conflict between the English version of this Agreement and the Chinese version, the English version shall prevail.