華僑永亨銀行 OCBC WING HANG

Notice in relation to OCBC Wing Hang Bank Credit Card

Dear Valued Customers,

Thank you for supporting OCBC Wing Hang Credit Card. We would like to inform you of the following arrangements and amendments to the following documents in relation to your OCBC Wing Hang Credit Card with effect from 30 December 2022 ("Effective Date").

Item	Description	Covering Cards	Important Notice / Amendment (Contents with insertions are underlined and deleted contents are marked with strikethrough lines for indication)
1	Amendment to Lost Card Liability clause	All Credit Cards	**1.1 Amendment to Cardholder Agreement** Clause 10.2 of Cardholder Agreement will be amended as follows: "The Cardholder is **fully** liable for all amounts that we debit to the Card Account whether due to the unauthorized use or misuse of a Card or Card Account Number or PIN or through a lost or stolen Card, **before** we receive notification of the loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN. However, if (a) the Cardholder has not acted fraudulently or negligently in safeguarding the Card or Card Account Number or PIN and has acted honestly, in good faith and with due care and (b) has informed us as soon as reasonably practicable upon discovery that his Card or Card Account Number or PIN has been lost, stolen, used without authorization, misused by or disclosed to a third party, ~~and (c) has followed any measures that we recommend in our communication to the Cardholder to safeguard the Card, the Card Account Number and the PIN, then we may consider limiting (but are not obliged to limit)~~ then the Cardholder's **maximum liability for unauthorized transactions (other than cash advances) is HK$500.** ~~to an amount specified by us."~~ **1.2 Amendment to Credit Card Fee & Charge Schedule** The following paragraph will be deleted in its entirety from the Credit Card Fee & Charge Schedule: ~~"The Cardholder is **fully** liable for all amounts that we debit to the Card Account whether due to the unauthorized use or misuse of a Card or Card Account Number or PIN or through a lost or stolen Card, **before** we receive notification of the loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN. However, if (a) the Cardholder has not acted fraudulently or negligently in safeguarding the Card or Card Account Number or PIN and has acted honestly, in good faith and with due care and (b) has informed us as soon as reasonably practicable upon discovery that his Card or Card Account Number or PIN has been lost, stolen, used without authorization, misused by or disclosed to a third party, then the Cardholder's **maximum liability for unauthorized transactions (other than cash advances) is HK$500.**"~~
2	Insertion of Sanctions clause	All Credit Cards	**Amendment to Cardholder Agreement** 2.1 The original Clause 17 will be replaced by the following: **"17 Sanctions** 17.1 In this Clause 17: **"Affiliates"** means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company. **"Anti-Corruption Laws"** means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Hong Kong, Singapore, the United States of America, or any other jurisdiction. **"Anti-Money Laundering Laws"** means the applicable financial record keeping and reporting requirements and the money laundering statutes or ordinances in Hong Kong, Singapore and each jurisdiction in which the Cardholder and any member of the Cardholder's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency. **"controlled"** means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person. **"Government Agency"** means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation). **"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, and include an ultimate holding company. **"majority owned"** means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital). **"Restricted Person"** means, at any time: (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions

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			Authority; or (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or (c) any person controlled or majority owned by a person described in (a) or (b) above. **"Sanctioned Country"** means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine. **"Sanctions"** means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by: (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State; (b) the United Nations Security Council; (c) the European Union and any European Union member state; (d) the United Kingdom; (e) the Monetary Authority of Singapore; (f) the Hong Kong Monetary Authority; or (g) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Cardholder and/or us (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) any of the Card Transactions), (each, a **"Sanctions Authority"**). 17.2 The Cardholder hereby further warrants, represents and undertakes to us the following terms: (a) Neither the Cardholder nor any of the Cardholder's Affiliates is a Restricted Person. (b) None of the proceeds of any loan shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country. (c) No proceeds of any loan shall be used to finance the purchase or transfer of any military goods or equipment. (d) The Cardholder has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 17.2. (e) The Cardholder and his/her Affiliates are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions. (f) The Cardholder shall not, whether directly or indirectly, repay any loan with funds or assets that: (i) constitute property of, or will be beneficially owned by, any Restricted Person; or (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party of this Agreement. (g) The Cardholder will promptly deliver to us and permit us to obtain the details of any claims, action, suit, proceedings or investigation against him/her or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it. (h) The Cardholder shall not (and shall ensure that each of his/her Affiliates will not) violate any Sanctions, and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in his/her violation of any Sanctions. (i) The Cardholder shall not (and shall ensure that none of his/her Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Card or Card Account or Card Account Number or the related products and services provided under this Agreement: (i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; (ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or (iii) in any other manner which could result in the Cardholder or us being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions. (j) The Cardholder shall (and shall ensure that each of his/her Affiliates will) conduct his/her businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti-Money Laundering Laws. 17.3 All the representations, warranties and undertakings set out in Clause 17.2 are deemed to be made by the Cardholder by reference to the facts then existing during the Cardholder's use of the Card." 2.2 The original Clause 17 will be re-numbered as Clause 18.

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3	Change in annualized percentage rate (APR)	All Credit Cards	**3.1 Amendment to Credit Card Fee & Charge Schedule** The following items under the "Interest Rates and Interest Charges" section of the Credit Card Fee & Charge Schedule will be changed as follows: **Interest Rates and Interest Charges** **Annualized Percentage Rate (APR) for Retail Purchase [1]**: **19.06% - 31.99%** when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on the unpaid balance of the previous statement outstanding on each day from the date of the previous statement on a daily basis until repayment in full. **APR for Cash Advance [1]**: **21% - 35.32%** when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until repayment in full. **Delinquent APR**: **31.99% (Retail Purchase)** and **35.32% (Cash Advance)** it may be applied to your account if you fail to pay the Minimum Payment in full on or before the Payment Due Date as shown on a statement, starting from the date of the next second statement following such statement. After all outstanding Minimum Payment has been paid, interest rate will be reverted to its normal rate starting from the date of the next statement following such payment. **3.2 Amendment to Personal Customer Bank Service Fees Guide** The following items under the "Credit Card" section of the Personal Customer Bank Service Fees Guide will be changed as follows: **Credit Card** / **General** / **OCBC Wing Hang Premier Banking** **Annualized Percentage Rate (APR) for Retail Purchase [1]**: 19.06% - 31.99% when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on the unpaid balance of the previous statement outstanding on each day from the date of the previous statement on a daily basis until repayment in full. **APR for Cash Advance [1]**: 21% - 35.32% when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until repayment in full. **Delinquent APR**: 31.99% (Retail Purchase) and 35.32% (Cash Advance) it may be applied to your account if you fail to pay the Minimum Payment in full on or before the Payment Due Date as shown on a statement, starting from the date of the next second statement following such statement. After all outstanding Minimum Payment has been paid, interest rate will be reverted to its normal rate starting from the date of the next statement following such payment. **3.3 Amendment to Business Customer Bank Service Fees Guide** The following item under the "Business Credit Card" section of the Business Customer Bank Service Fees Guide will be changed as follows: **Business Credit Card** **Delinquent APR**: 31.99% (Retail Purchase) and 35.32% (Cash Advance) it may be applied to your account if you fail to pay the Minimum Payment in full on or before the Payment Due Date as shown on a statement, starting from the date of the next second statement following such statement. After all outstanding Minimum Payment has been paid, interest rate will be reverted to its normal rate starting from the date of the next statement following such payment.
4	Terms and conditions for cash rebate scheme	All Credit Cards (except Business Credit Card)	The original Terms and Conditions for "Up to 0.8% Cash Rebate" Scheme and the original Terms and Condition for "0.3% Cash Rebate" Scheme will be combined and replaced by the new Terms and Conditions of "Up to 0.8% Cash Rebate" Scheme as follows: **Terms and Conditions of "Up to 0.8% Cash Rebate" Scheme:** **Applicable to Infinite Card / World Card / Platinum Card / Titanium Card (including Co-branded Card) Cardholder only** 1. Up to 0.8% Cash Rebate ratio is only applicable to **Local Food & Beverage Spending** and **Overseas Spending** (excluding Internet transaction and Hong Kong dollar transaction made outside Hong Kong). 2. Other retail spending transactions, monthly car loan repayment amount and Octopus Automatic

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			Add-Value reload amounts are eligible to 0.5% cash rebate. The cash rebate cap of monthly car loan repayment is HK$50 per transaction. 3. The monthly cash rebate is capped at 0.5% of 5 times of approved credit limit (not applicable to temporary credit limit and extra credit limit induced by credit balance). **Applicable to Gold Card / Classic Card (including Co-branded Card) Cardholder only** 4. All retail spending transactions, monthly car loan repayment amount and Octopus Automatic Add-Value reload amounts can enjoy 0.3% cash rebate. The cash rebate cap of monthly car loan repayment is HK$50 per transaction. 5. The monthly cash rebate is capped at 0.3% of 5 times of approved credit limit (not applicable to temporary credit limit and extra credit limit induced by credit balance). **Applicable to All Cardholders (including Co-branded Cardholders)** 6. Sun Life premium payment made by the Sun Life Credit Card is eligible to 0.3% cash rebate only. 7. The scheme is not applicable to Business Card. 8. Merchant category shall be determined at the sole and absolute discretion of merchant codes by Visa / Mastercard / UnionPay and the merchant acquiring bank. 9. The 0.8% cash rebate, 0.5% cash rebate and 0.3% cash rebate (where applicable) (collectively "Cash Rebate") will be shown on the next statement after transaction. No Cash Rebate will be granted if the total Cash Rebate in each monthly statement is less than HK$1. 10. The following transactions are not eligible for Cash Rebate: cash advances, cash installment plan transactions (except merchant interest-free installment), bill payment transactions, balance transfers, casino, all fees and charges, any counterfeit and unauthorized transactions, cancelled or refunded transactions. 11. UnionPay Credit Card transactions made under the category of real estate, automobile, hospital and tutorial fees in Mainland China are not eligible for the Cash Rebate. 12. All Cash Rebate rewards can only be used to offset retail spending / cash advances and cannot be converted into cash. The Cardholder's account must be valid and in good standing when the Cash Rebate is credited to the account. If the Cardholder cancels the account or OCBC Wing Hang Bank Limited (the "Bank") under any circumstances cancels the account, the Bank shall forfeit the Cash Rebate accumulated in the Cardholder's account. 13. The Bank reserves the right to amend the Cash Rebate ratio and the relevant terms and conditions. In case of any disputes, the Bank's decision shall be final and conclusive. 14. If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.
5	Rename for Sun Life Financial Credit Card	Sun Life Financial Credit Card	Sun Life Financial Credit Card will be renamed as Sun Life Credit Card. Reference to "Sun Life Financial Credit Card" in the respective product documentations and information will be construed as references to "Sun Life Credit Card" accordingly.

You will be deemed to have accepted the above amendments if you continue using or retaining your relevant Card or Card Account after the Effective Date. If you do not want to be bound by the above amendments, please cut the relevant Card immediately into halves and return the pieces to us or (for Virtual Card only) you must give us reasonable written notice to terminate the credit card service. Termination of the credit card service by you is only effective after we have actually received the Card and/or notice before the Effective Date. For any enquiries, please contact our Customer Service Hotline at (852) 2543 2223.

If there is any inconsistency or conflict between the English and Chinese versions of this notice, the English version shall prevail. The Bank reserves the right to amend the above arrangements and the terms and conditions at any time and from time to time. In case of disputes, the decision of the Bank shall be final, conclusive and binding on all customers.

OCBC Wing Hang Bank Limited
October 2022