

Important Notes and Applicant Declaration for the Application of Hang Seng enJoy Business Card

Important Notes

1. **The finance charge for retail purchase and interest rate on cash advance of Hang Seng enJoy Business Card are calculated at an interest rate of 2.67% per month (Annualised Percentage Rate 35.72%) and 2.67% per month (Annualised Percentage Rate 35.98%) 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.**
2. A copy of the Cardmember Agreement governing the use of the Hang Seng Business Card(s) is available at any Hang Seng branch upon request.
3. (Only applicable to the Applicant who applies for the Opt-out for Overlimit Service)
 - Hang Seng may, with reference to the record of customer, allow the credit limit of the credit card account to exceed the prescribed credit limit ("Overlimit") to facilitate credit card transactions. However, an overlimit fee will be levied (for details, please refer to the Hang Seng enJoy Commercial Card / Business Card Key Facts Statement enclosed). If customer does not wish to have this overlimit facility, please put tick ("✓") in the relevant box(es).
 - If customer chooses the "Opt-out for Overlimit" service, it means that the customer requests Hang Seng to stop credit card transactions that will make the specified credit card account being overlimit. The customer understands that credit card transactions, **including but not limited to recurring transactions such as insurance premium, telecommunication monthly service fee, autopay transactions etc.**, may be declined due to insufficient available credit limit once Hang Seng has accepted the request herein. The customer understands and agrees that Hang Seng will not be liable for any loss or inconvenience that the customer or any third party may suffer due to this arrangement.
 - If customer would like to change the "Opt-out for Overlimit" arrangement for any credit card account that has been opted-out for overlimit, please feel free to visit hangseng.com Business Banking Forms page or call our 24-hour Customer Service Hotline 2998 8888 to collect and complete the form required and return to Hang Seng for arrangement.
 - To avoid credit card transactions being declined due to insufficient available credit limit, please feel free to visit hangseng.com Business Banking Forms page or call our 24-hour Customer Service Hotline 2998 8888 to collect and complete the form required to apply for credit line increase. Hang Seng reserves the final decision for the approval of credit line increase.
 - Some credit card transactions may not be stopped even though the customer has requested the above arrangement. These credit card transactions include but not limited to autopay transactions that will be posted to the credit card directly, Octopus Automatic Add Value Service reloading amount, transactions made by Visa payWave, late posting of authorised transactions etc. However, the overlimit fee will not be levied if the credit card account exceeds the credit limit due to these transactions and the above arrangement has been chosen.
 - Hang Seng will not charge any overlimit fee if the credit card account exceeds a credit limit solely because of fees and charges charged by Hang Seng.
 - Hang Seng will notify the customer the result of the "Opt-out for Overlimit" arrangement by post.

Applicant's Declaration

1. The Applicant hereby applies for the Hang Seng Business Card(s) ("Business Card(s)") to be issued to each Authorised Card User named in this application form, and authorises each Authorised Card User to collect the Business Card to be issued to him/her or the Business Card from time to time to be replaced or renewed by Hang Seng.
2. **I/We and each Authorised Card User confirm that the information on this application form is true and correct and authorise Hang Seng Bank Limited ("Hang Seng") to communicate and to exchange such information with whatever sources Hang Seng may consider appropriate for the purpose of verifying the same.**
3. The Applicant and each Authorised Card User hereby acknowledge, confirm and agree the details as specified in the indication on the Use of Personal Data in Direct Marketing.
4. The Applicant and each Authorised Card User (if applicable) confirm that this card application was not referred by a third party.
5. The Applicant and each Authorised Card User understand, acknowledge and agree the details as specified in the Important Notes for Card Application above and agree to be bound by the terms and conditions in the Cardmember Agreement (including the Terms and Conditions for Interest-free Instalment Plan and Terms and Conditions for Selected Merchant Interest-free Instalment Plan) in force from time to time governing the use of the Business Card(s) (including but not limited to the use of cash advance facility or any Interest-free Instalment Plan) that accompany each card.
6. The Applicant undertakes to advise Hang Seng Bank Limited if (A) the Applicant is currently (or was during the last twelve months) a director, chief executive or substantial shareholders of Hang Seng Bank Limited or its subsidiaries^(Note); or he or she is a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this sub-clause (A); OR (B) (if the Applicant is a business entity or other company) any persons mentioned in the above sub-clause (A) either (a) has 30 percent or more voting power in the Applicant's general meeting or members meeting; or (b) control the composition of the majority of the Applicant's board or governance meetings. Hang Seng Bank Limited requires the above information to comply with the Listing Rules.
(Note) "subsidiary" has the same meaning as in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as amended and supplemented from time to time.
7. 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 Business 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).
8. **I/We and each individual acknowledge and agree that irrespective of whether I/We and each individual acknowledge' application(s) is/are subsequently withdrawn or rejected, all personal data and information with respect to me/us and each individual acknowledge and an individual which are provided by me/us and each individual acknowledge and/or such individual at the request of Hang Seng or collected in the course of dealings between me/us and each individual acknowledge or such individual and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with the Hang Seng's**



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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 I/We and each individual acknowledge and other individuals from time to time. I/We and each individual acknowledge also acknowledge(s) and agree(s) that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institutions: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts.

Note: We will perform credit checks on you which may involve us providing your credit data to our selected credit reference agencies ("CRAs") under the Multiple Credit Reference Agencies Model (the "Model"). We have engaged TransUnion and PingAn OneConnect Credit Reference Services Agency (HK) Limited as our selected CRAs, and may engage other CRA(s), for the provision of consumer credit reference service, to facilitate our assessment of the credit facility applications and credit decision-making. You may request for a copy of the credit report from our selected CRAs free of charge if we have rejected your credit application within the past 30 business days. You may also request for a credit report from each selected CRAs without charge in any 12-month period. Contact details may be found on public websites of our selected CRAs or through our customer service hotline.

9. 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) credit reference agencies or similar service providers 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 credit reference agencies or similar service providers notwithstanding revocation of the consent referred to in paragraph (ii)(1) above; and (07) credit reference agencies or similar service providers 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) Subject to sub-paragraph (ii) 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.
 - (iv) This consent is given by me/us, or if we consist of more than one person, by each of us severally.
 - (v) 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.
10. **I/We and each individual agree 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 Business 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.**
11. **Without prejudice to the generality of the above, the Applicant and each Authorised Card User authorise(s) Hang Seng to disclose to and exchange with any of the members of the Jardine Matheson Group or the Dairy Farm Group from time to time, (a) any personal data and information relating to the Applicant and each Authorised Card User, (b) enJoy Business Card transactions details of the Applicant and each Authorised Card User, and (c) details of the use of enJoy Dollars, for the purposes of (i) verifying staff identity (if applicable), (ii) establishing and operating the enJoy Business Card account of the Applicant and each Authorised Card User, (iii) subject to the consent for direct marketing of the Applicant and each Authorised Card User, data analysis so as to provide promotional offer(s) in connection with enJoy Business Card to enJoy Business Card holders and (iv) providing staff benefit(s) of the Jardine Matheson Group or the Dairy Farm Group (if applicable). For the purpose herein, the Jardine Matheson Group and the Dairy Farm Group consists, respectively, of the subsidiary and affiliated companies of Jardine Matheson Holdings Limited and Dairy Farm International Holdings Limited that are incorporated in Hong Kong or Macao, including but not limited to Jardine Matheson & Co. Limited and The Dairy Farm Company Limited.**
12. The Applicant and each Authorised Card User acknowledge, confirm and agree that if any Primary User (who is designated by the Applicant to use Hang Seng Business e-Banking) who acts on behalf of the Applicant selects in Hang Seng Business e-Banking e-Statement for Hang Seng Business Integrated Account, all Primary User(s) and Secondary User(s) (who is/are designated by the Primary User(s) to use Hang Seng Business e-Banking) (if applicable) is/are each authorised to view the electronic version of the Business Integrated Account consolidated statement via the Hang Seng Business e-Banking, which will include all Commercial Cards' account number, credit limit, balance or such other information as may be accessible by the Primary User(s) and the Secondary User(s) (if applicable).
- Note: 1. The Principal Liabilities and Obligations for using the Business Card(s) under application herein are highlighted in the enclosed leaflet for the attention of the Applicant and each Authorised Card User.
2. The English version shall prevail whenever there is a discrepancy between the English and Chinese versions.
3. The remuneration packages of Hang Seng direct sales staff and authorised agents (including basic salary and incentive) are based on the performance of various aspects, and not only sales-oriented.
4. Hang Seng reserves the final decision to the approval of Hang Seng Credit Card, card type and credit limit.
5. If the applicant is an existing customer of Hang Seng and unable to provide the information as requested on application form, Hang Seng will process the application according to his / her record at Hang Seng. If the applicant would like to update his / her personal particulars, please bring along the relevant documentary proof and visit any Hang Seng branches.

Hang Seng enJoy Commercial Card / Business Card Key Facts Statement

Interest Rates and Finance Charges	
Annualised Percentage Rate (APR) for Retail Purchase	35.72% ¹ (monthly flat rate at 2.67%) when you open your account and it will be reviewed from time to time. We will not charge you interest and finance charge if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date immediately preceding the Payment Due Date) from the date of that new transaction on a daily basis until payment in full.
APR for Cash Advance	35.98% ¹ (monthly flat rate at 2.67%) when you open your account and it will be reviewed from time to time. Credit Card Cash Advance Service involves handling fee and finance charge. No finance charge will be levied if full payment of outstanding balance is made on or before the Payment Due Date. If only partial payment is made, a finance charge at the rate(s) applicable to the Customer's account will be applied to the outstanding amount of the existing balance and to all new credit card transactions (including but not limited to retail purchase, instalment of all kinds of instalment plans, any fees and charges, cash advance etc.) made prior to the next statement date. Finance charges will be calculated from the date of transaction on a daily basis until the date of full payment and may be accrued after the statement date. If you wish to fully settle the finance charge, you may call our Customer Service Hotline to ascertain the amount of accrued finance charge payable following the current statement date.
Delinquent APR	Not applicable, the APRs are the same as above-mentioned.
Interest Free Repayment Period	Up to 56 days
Minimum Payment Amount	<p>enJoy Commercial Card The Minimum Payment Amount is HK\$300 or the sum of items (i) to (iv) below (whichever is higher):</p> <ul style="list-style-type: none"> (i) all fees and charges (including finance charges and annual fees); (ii) any overdue Minimum Payment Amount; (iii) amount exceeding the prescribed credit limit after deducting the amount of items (i) and (ii) from the New Balance; and (iv) 1% of the New Balance after deducting the amount of items (i) to (iii). <p>enJoy Business Card Not applicable</p>
FEES (per card)	
Annual Fee	Waived
Cash Advance Handling Fee	0.5% of transaction amount (minimum HK\$100 per transaction)
Foreign Currency Transaction Conversion Fee²	1.95% of every transaction effected in a currency other than Hong Kong Dollars
Fees Relating to Settling Foreign Currency Transaction in Hong Kong Dollars	Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of fees to be applied before the transactions are entered into as settling foreign currency transactions in Hong Kong Dollars may involve a cost higher than the foreign currency transaction handling fee.
Late Charge	<p>enJoy Commercial Card If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of HK\$330 or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.</p> <p>enJoy Business Card If the Customer fails to make full payment of the New Balance on or before the Payment Due Date, a late charge of HK\$330 or an amount equal to the New Balance (whichever is lower) will be levied each time.</p>

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FEES (per card)	
Overlimit Fee	An overlimit fee of HK\$200 per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by HK\$180 or above.
Returned Cheque / Autopay Reject Handling Fee	<ul style="list-style-type: none"> A returned cheque / autopay reject handling fee of HK\$120 will be charged once on the same statement if there is any returned cheque / autopay reject amount more than HK\$120. Returned cheque / autopay reject handling fee will be waived if late charge is levied on the same statement.
Card Replacement Fee	HK\$100
Sales Slip Retrieval Fee	HK\$40 per copy
Statement Copy Retrieval Fee	HK\$50 per statement
Credit Reference Letter Fee	HK\$200 for each copy
Payment by Non-local Bank's Cheque/Cashier's Order	HK\$60 per cheque/cashier's order (an additional 0.25% or minimum HK\$100 of the transaction amount will be charged in case the cheque/cashier's order is issued by banks in Macau.)
Credit Balance Refund by Cashier's Order	HK\$35 per cashier's order
Handling Fee for Payment Over the Counter at Branch	HK\$30 per transaction

Notes:

- The APRs 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 foreign currency transactions will be converted into Hong Kong Dollars at a rate selected by the relevant Card Association from the range of rates available in wholesale currency markets or the government-mandated rate in effect for the applicable conversion date, in each instance. The Foreign Currency Transaction Conversion Fee of 1.95% has included the reimbursement charge levied by the relevant Card Association on Hang Seng Bank Limited ("Hang Seng").

Hang Seng reserves the right at its sole discretion and from time to time to amend the above interest rates, finance charges and fees. Any such amendment will be effective upon giving notice to the Cardmember and/or Authorised Card User in accordance with the applicable Cardmember Agreement. The English version of the above shall prevail whenever there is a discrepancy between the English and Chinese versions.

Illustrative Example

Assumptions –

- Outstanding Balance = HK\$20,000
- Interest Rate = 32% p.a. (Monthly interest rate = 2.67%, rounded up to 2 decimals)
- No new transaction
- No annual fee and other fees
- Repayments are due on the 26th day after the statement date, and it is assumed that repayments are made on or before the due date.

If you make no additional charges using this card and each month you pay...	You will pay off the outstanding balance of HK\$20,000 in about...	and you will end up paying an estimated total of...
Only the minimum payment	11.8 years	HK\$59,393.88
HK\$871.54	3 years	HK\$31,375.44 (Savings = HK\$28,018.44)

The above repayment period (rounded up to 1 decimal), amounts (rounded up to 2 decimals) and examples are for illustration only. They do not reflect the real situation of your credit card account. To calculate the information applicable to your specific case, please use our online Credit Card Balance Repayment Calculator accessible from our website <https://www.hangseng.com/en-hk/personal/cards/payoff-calculator>