# 信用卡條款

# 歡迎

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# 我們的信用卡條款

這是我們的條款及細則。它記錄了我們對彼此作出的承諾。 這是您與我們之間具有法律約束力的協議。我們將這份協議 稱為我們的信用卡條款。

我們的信用卡條款將在您的信用卡獲得批核並在啟動後開 始生效。

這份協議中所提及的「我們」或「本行」一律指香港上海匯豐銀 行有限公司,所提及的「您」或「您的」一律指信用卡上所示的

# 圖示索引

在這份協議中,以下圖示指:

- ❷ 您不可以做的事
- 您 您需要做的事
- ( 其他對您有用的資料
- 請細閱



# 我們的協議

本信用卡條款是我們與您之間的協議。您不得將本協議轉讓給任何人。

本信用卡條款	它記錄了我們就您 的信用卡對彼此作 出的承諾。	您現正閱讀 的條款。
產品資料概要	它包含您的信用卡 具體資料、利率和 信用限額。	您可以在我 們的網站上 查閱。
收費表	它列明我們就您的 信用卡所收取的費 用及利率。	我們將向您 提供。
服務費用 簡介	它列明我們的費用 及利率。	您可以在我 們的網站上 查閱。
「獎賞錢」	如何賺取及使用 「獎賞錢」的詳細 説明。	您可以在我 們的網站上 查閱。
我們的私隱 聲明	它 <b>説</b> 明我們如何收 集、儲存、使用和分 享您的個人資料。	您可以在我 們的網站上 查閱。
「現金套 現」分期計 劃條款	如我們向您提供 「現金套現」分期 計劃,它記錄了我 們與您之間有關該 計劃的協議。	您可以在我 們的網站上 查閱。
「現金套 現」計劃條 款	如我們向您提供 「現金套現」計 劃,它記錄了我們 與您之間有關該計 劃的協議。	您可以在我 們的網站上 查閱。
「簽賬分 期計劃」條 款	如我們向您提供 「簽賬分期計劃」 ,它記錄了我們與 您之間有關該計劃 的協議。	您可以在我 們的網站上 查閱。
信用卡商戶 免息分期付 款計劃條款	如我們向您提供信 用卡商戶免息分期 付款計劃,它記錄 了我們與您之間有 關該計劃的協議。	您可以在我 們的網站上 查閱。

# 使用信用卡進行交易

# 授權交易

- ❷ 各項交易(包括現金貸款)均由您負責・包括與您戶口連結的信用卡所進行的下列各項交易:
  - ◆ 以非接觸方式付款的小額交易,或
  - ◆ 使用您的保安資料進行的交易。
- ④ 保安資料是確認持卡人身份或持卡人獨有的個人化資料(如您的信用卡號碼、您信用卡上的保安編碼、密碼、私人密碼、生物識別資料或簽署)。

即使發生以下情況,您仍需對經簽署授權的所有信用卡交 易負責:

- ◆用於進行交易的簽署與您信用卡上的簽署不同,或
- ◆ 您沒有在信用卡上簽署。
- ★ 非常重要的一點是如果您發現任何未經授權的交易或您的 信用卡失竊・您應該立即聯絡我們。詳情請查閱本信用卡條 款後半部分。

# 外幣交易

如您的信用卡為港幣卡,而您並非以港幣進行信用卡交易, 我們將參照我們處理交易當日Visa或萬事達卡國際組織(按 實際情況而定)所採用的匯率釐定轉換匯率,並根據該轉換 匯率將交易金額折算為港幣,再將相應交易金額從您的戶口 中扣除。

# 您的信用限額

您的信用限額是我們同意向您借出供您個人使用的總金額 (包括任何現金貸款及計劃)。請在結單上查閱您的信用限額。



### 附屬卡持卡人

您可向我們申請向其他人發出信用卡,讓他們使用我們向您提供的信用額。我們可決定是否批准該人使用我們向您提供的信用額。如我們批准您的申請,我們將向該人發出信用卡,而該人將成為附屬卡持卡人。附屬卡持卡人與您共享您的全部信用限額,並不會在您的信用限額中獲分配一個特定限額,亦不會另行獲分配附屬卡持卡人自己的信用限額。我們不會向附屬卡持卡人提供結單,而附屬卡持卡人所進行的所有交易均會在我們向您發出的結單中列明。

作為戶口持有人,您對您戶口名下的所有信用卡享有全面 控制權並須負全責。

# ② 即:

- 您須準時繳清信用卡債務,
- ◆您可查看結單上所有持卡人的交易,
- ◆ 您應就附屬卡持卡人使用戶口(包括導致您違反本信用 卡條款的使用)負責,以及
- ◆我們可就該等附屬卡的使用向您及/或附屬卡持卡人追 究責任。
- 您可隨時要求我們新增或刪除附屬卡持卡人。我們將儘快處理您的申請。

請提醒附屬卡持卡人確保信用卡及保安資料的安全,並 在信用卡遺失或失竊或在任何個人資料或保安資料不再 安全時立即聯絡您和本行。附屬卡持卡人將不需就向任 何其他附屬卡持卡人發出的任何附屬卡或主信用卡的使 用承擔任何責任。

# 於自動櫃員機使用信用卡或使用信用卡作易辦事繳費

- ① 如您希望在自動櫃員機使用您的信用卡操作您於本行的任何 銀行戶口,或希望使用易辦事從該銀行戶口繳費,您須將該銀 行戶口連結至您的信用卡。我們可指定使用自動櫃員機或易 辦事繳費的任何細則或限制。該等細則或限制可包括下列數 項(或任何一項):
  - ◆可連結至信用卡的銀行戶□種類或數目;
  - ◆ 任何交易的貨幣;及
  - ◆ 現金提款、轉賬或透過自動櫃員機或易辦事繳費的限制 (包括按日或按交易或其他限制)。
- ↑ 如您希望在香港境外的自動櫃員機使用信用卡提取現金(包括現金貸款)及進行轉賬,您須預先設定海外自動櫃員機的每日提款及轉賬限額及相應生效期限。我們會不時告訴您如何透過我們的渠道作出設定。

如您在自動櫃員機以現金貸款的方式從您的信用卡戶口提 取現金,我們將收取費用。該費用將計入您的戶口,並在您的 信用卡月結單上列明。該費用會從您的可用信用額中扣除。 如您不準時繳付該費用,我們將收取利息。



# 如何取消或延遲付款

#### 如何取消或更改付款

- ♠ 您只可取消或更改未來某日推行的付款。請在相關付款到 期之日提前三個完整工作日通知本行,我們將嘗試按您的
- 如您已付款,但與零售商或服務供應商存在爭議,您需直 接向他們提出或向本行求助。您須在顯示上述付款的結單 之日期後的60日內向我們提出要求,否則我們可能無法為 您提供協助。

在您通知我們發生爭議的交易後,我們可考慮向您的戶口 臨時退款。如果我們向您的戶口臨時退款:

- ◆ 退款金額將為交易進行之時的金額。
- ◆在我們作出最終決定之前,您無需就任何臨時退款的 交易繳付利息或費用。

向您臨時退款後,我們將處理您的交易爭議,並採取下 列行動:

- ◆如果交易爭議成立,臨時退款將成為永久性退款。
- ◆不成立的爭議交易將計入您的戶口,您須負責繳付 結單記錄的交易日期起計的所有費用及利息。

如我們不向您的戶口臨時退款,您將繼續承擔繳付相關 交易款項以及任何費用和利息的責任。如果交易爭議成 立,且零售商或服務供應商退還了您所繳付的款項,我們 將在收到退款後儘快將該筆款項存入您的戶口。

我們不會介入您與任何零售商或服務供應商之間的糾紛, 其中包括但不限於:

- 您所獲貨物或服務的品質,
- ◆ 零售商或服務供應商或其代理未能做到的事情,
- ◆ 您的信用卡被拒絕,或
- ◆ 您與零售商或服務供應商之間的任何爭議。

如您與零售商或服務供應商之間發生任何爭議,我們無 需按照您的要求,設定、更改或終止自動轉賬或直接付 款的安排。

您對任何零售商或服務供應商作出的任何申索不會解 除或減少您對本行所承擔的義務。

#### 本行可取消或延遲付款的情況

我們可在下列情況下取消或延遲付款:

- ◆付款指示不正確或不完整,
- 付款超出您的信用限額,
- 付款將會導致我們違反法律規定或導致任何政府、 監管機構或執法機關對我們採取行動,
- 我們合理懷疑存在欺詐、非法或犯罪活動,或
- ◆發生我們合理控制範圍以外的情況(如停電)。

### 付款超出您的信用限額

我們可在無需事先通知您的情況下批核超出您的信用 限額的交易,除非您曾通知本行希望我們不要這樣做。 在某些情況下,即使您拒絕接受我們的超出信用限額信 貸安排,我們仍會批核超出信用限額的交易。具體例子包 括下列類型交易(此類交易稱為「例外信用卡交易」):

- 並非由本行即時處理的交易,
- 八達通自動增值交易,
- 流動或非接觸式付款交易,
- ◆ 獲批核但延遲記賬的交易,
- ◆由於各種原因(如外幣交易中的匯率波動)導致記賬
- 金額超出批准交易金額的交易,及 ◆獲Visa、萬事達卡國際組織或銀聯批核記人您的信用 卡戶口而可能引致超出信用限額的交易。

如果結單結欠(扣除當時記入您信用卡戶口的所有費用及 收費後)超出您信用卡的信用限額,我們會將這種情況視 為您非正式地向我們申請超出信用限額信貸安排。我們可 能同意您的要求,及(在不另行事先通知您的情況下)就 審核並同意該申請而收取超出信用限額手續費。如我們 已收到並處理您拒絕超出信用限額信貸安排的要求,我 們只有權就例外信用卡交易收取超出信用限額手續費。

您應該對每項超出信用限額的交易負責。



# 您的信用卡利息及費用

我們的產品資料概要、收費表及服務費用簡介列明本行各 類信用卡的利率及費用。不同種類的交易(包括現金貸款) 的利率和收費亦有所不同。您的月結單亦會列明適用的利 率。本行可不時調整利率及費用,如需最新相關資料,請查 閱產品資料概要、收費表及服務費用簡介。

# 我們如何計算您的財務費用

如您在到期日或之前未全數繳付結欠金額,即使您已全 數繳付最低付款額,我們仍將向您收取財務費用,而不作 另行通知。

# 財務費用就下列各項收取:

- ◆ 您仍未繳付的結欠金額(由緊接到期日前的結單日起至 我們收到全數金額為止)·及
- ◆ 自該結單日起記入您戶口的各項新交易金額(由交易日期起至我們收到全數金額為止)。

財務費用按日累算,並按本行收費表及服務費用簡介中列明的每月利率計算。未付清的現金貸款及未付清的消費交易可能採用不同的利率。

如您在到期日或之前至少繳付最低付款額,即代表您已全 數繳付戶口的已記利息。

如您在到期日即時全數繳付您欠本行的款項,便無需繳付 任何利息。

#### 您必須支付的費用

除財務費用和超出信用限額手續費外,如您需要任何其他 服務,您可能還須支付其他費用及收費。這些費用及收費詳 見於產品資料概要、收費表及服務費用簡介,具體包括:

- ◆ 逾期費用:如果您未能在到期日或該日前全額支付最低付款額,除了支付財務費用外,您須支付此項費用。逾期費用將在下一個結單日從您的戶□中扣除。
- ・現金貸款手續費及現金貸款費:本行將於現金貸款當日 就每筆現金貸款收取手續費及現金貸款費。
- ◆ 退票 / 退回自動繳費手續費:如支票或自動繳費指示被本行退回或拒絕執行,本行將收取此項手續費。
- 補發新卡費:如您的信用卡因失竊或遺失等原因而需在 到期前補發,本行將收取手續費。如果您持有的信用卡是滙 豐卓越理財信用卡,本行不會收取此項手續費。
- ◆ 索取副本費:您如需獲取簽賬單副本,本行將收取副本費。
- ◆ 年費:本行可能就您的信用卡和任何附屬卡收取或豁免年費。如果您持有的信用卡是滙豐卓越理財信用卡或滙豐 Red信用卡,本行將豁免該等信用卡及任何相關附屬卡的年費。
- 外幣交易費:如果您並非以信用卡貨幣進行信用卡交易, 本行可要求您支付Visa、萬事達卡國際組織或銀聯(按實際 情況而定)向本行收取的全數或部分交易費用。
- ◆ 產品資料概要、收費表或服務費用簡介中列明的任何其 他費用和收費。

視乎您所持信用卡的類別,您可能就記入您信用卡的消費交易享有免息期。請在產品資料概要上查看您的信用卡所享有 的免息期。



# 還款

您的欠款由下列各項組成:

- ◆您使用信用卡進行的交易,包括購買外幣、博彩籌碼或彩票、服務、現金貸款或資金轉賬,
- ◆ 任何利息,以及
- ◆任何費用和收費。

### 您須向我們繳付的金額

我們會每月向您發送一張結單,列明最低還款額。**我們會在當月結單中將其稱為最低付款額.您必須在結單列明的到期日當日或之前繳付最低付款額。**即使您自上一份結單 起並未進行任何交易且無需還款,我們仍可向您發送結單。

如您需離開一段時間,請提前或準時還款。

如您參加了分期付款計劃,我們會在您的結單中列明您必須 繳付的總金額。

- ❷ 您實際繳付的金額可高於最低還款額,這長遠來說會減少您 需繳付的利息。
- ❸ 您的還款金額不應超出您欠本行的全部款項,我們不會就超 出部分支付存款利息。我們可能會透過我們自行選定的方式 向您退回超出您欠本行金額的任何還款金額。

如您錯過任何一期還款或未全數繳付最低還款額,我們將:

- 收取列於本行收費表及服務費用簡介的相關費用,
- ◆相關費用計入您的結欠金額,及
- 就相關費用收取利息。

# 我們還可能:

- ◆要求您償還您欠本行的全部款項,及
- ◆ 最終採取法律行動追討欠款— 您可能需要承擔我們 因追討欠款而招致的費用,包括我們的律師費和第三 方收債公司的費用。

如任何款項到期時您未能還款,您今後可能會更難獲得信貸。

我們將在您全數繳付您欠本行的金額前一直向您收取利息 及費用。

您必須繳付本信用卡條款下或與之相關的任何欠款,其中包括利息、費用及收費。我們可使用或調動您於本行維持的任何戶口中的資金,以抵扣您的欠款。我們亦可將本信用卡條款下的任何欠款與您於本行維持的任何其他戶口中的結欠合併或綜合計算。這包括您於本行分行維持的任何個人/聯名及任何幣種的戶口。我們會在進行上述操作時或在其後不久通知您。

如果您在財務上遇到任何困難,或您認為您的現狀即將 有所改變,請通知我們。

所有向我們繳付的金額必須全數付清,不得扣除任何款項(無論是稅款或其他款項)。

我們可從我們欠您的款項中扣除或以其他方式向您追討 我們根據法律規章必須向任何政府、監管機構或第三方 支付的款項(無論是稅款或其他款項)。此項規定即使在 信用卡被取消後依然適用。

# 我們如何使用您的還款

我們將按下列次序使用您的還款:

- ◆ 首先,償還記入您戶口的所有費用及收費,
- ◆然後,每次減少結單結欠(扣除記入的費用及收費後) 的1%,直至您全數繳付最低付款額為止,
- ◆然後,超出到期最低付款額的任何款項將按適用月息 利率由高至低償還尚餘的結單結欠(即先償還結單結欠 中須還最高利息的尚餘部份,如此類推),及
- ◆ 然後,超出您結單結欠金額的任何款項會計入您的戶口結存。

如本行認為恰當,本行可能需要在沒有事先通知您的情况 下調整還款順序。



# 信用卡遺失、失竊、被不當使用或私人密碼遭未經授權披露應如何處理?

### 您必須:

- ❷ 在發生下列情況時立即通知我們:
  - ◆ 您的信用卡遺失、失竊或被不當使用,
  - ◆ 您的私人密碼遭未經授權披露,
  - ◆ 您發現任何未經授權的交易,或
  - ◆ 您的個人資料或保安資料不再安全。
- 請仔細核對您的結單。
- ☞ 您一旦發現任何未經授權的交易、信用卡遺失、失竊或被不當使用,或您的私人密碼遭未經授權披露,應儘快通知我們,因為在您通知本行之前,全部責任均由您個人承擔。在您及時通知我們或Visa、萬事達卡國際組織或銀聯(按實際情況而定)任何成員後,您就每張信用卡所發生的未經授權交易須承擔的責任最高為港幣500元,但下列情況除外:
  - ◆ 您允許他人使用您的信用卡或私人密碼,
  - ◆ 您在使用或保管信用卡或私人密碼的過程中有欺詐 或重大疏忽,其中包括未有採取我們建議的任何安全 防範措施,或
  - ◆ 相關交易為現金貸款交易。
- 如您沒有在結單日起的60日內通知我們發生任何未經 授權的交易,我們可能無法採取任何行動。如果您未能 在上述60日期限內通知我們,您將無法就上述交易向 本行提出反對或要求本行作出任何補救。

我們將審查任何未經授權的交易,並通知您是否會退回 相關款項。我們會儘快完成相關調查。

- 我們不接受針對下列類型交易提出的爭議申請:
  - ↑ 八達通自動增值服務的自動增值交易,或
  - ◆信用卡商戶免息分期付款交易(商戶倒閉除外)。

記入您戶口的任何未經授權交易一律由您承擔。

- 如我們合理相信您或某附屬卡持卡人未有妥善保管信用卡或保安資料、存在欺詐行為或重大疏忽,或未遵守本條款,那麼即使您已將相關情況告知本行,您仍需承擔任何未經授權的交易——如我們在向您退款後才發現上述情況,我們可撤銷退款。



# 暫停、取消或終止您的信用卡或戶口

# 您可取消信用卡或戶口的情況

※ 您可隨時取消信用卡或戶口(包括附屬卡).只須通知本行即可。我們將儘快取消您的信用卡,並向您發送一份信用卡結單,以便您全額繳付結欠。在您償還您欠本行的全部款項前,本信用卡條款將持續有效。您所設定的所有常行付款將一律被取消。

### 由本行暫停、取消或終止您的信用卡或戶口的情況

如發生以下情况,我們可在無需事先通知您的情况下暫停或 取消您的信用卡或終止您的戶口:

- ◆ 信用卡發卡後18個月內仍未啟動,
- ◆ 持卡人去世,
- 您未償還您欠本行的款項,
- ◆ 我們認為您無法償還欠款的風險大大增加(這可能由於您管理相關戶口或您在本行開立的任何其他戶口的方式所導致,亦可能基於我們就您的借貸能力所獲得的資料,或由於我們發現您已破產或與您的債權人達成償債安排),
- ◆ 我們已要求您提供個人資料和交易資料,但您未在合理期限內提供,
- ◆ 您向我們提供錯誤或具誤導性的資料,
- ◆ 我們擔心您的戶口存在保安風險 (如懷疑您的保安資料被不當使用),
- ◆ 我們合理懷疑有賭博、欺詐、非法、未經授權或刑事犯 罪等活動,
- ◆ 我們合理認為如果不這樣做,將可能導致我們或滙豐 集團的另一成員未遵守某項法律、法規、守則、法院命令 或協議,或
- ◆我們認為這樣做是打擊金融罪行的一項重要措施。

我們可能無法告訴您我們採取上述行動的理由。

您的戶口不可用作賭博或任何非法活動的付款。如我們認為、懷疑或獲知您的戶口有上述付款,我們可取消付款、撤銷付款或採取我們認為必要的任何其他行動。

# 您的信用卡或戶口被暫停、取消或終止的後果

如您的信用卡或戶口被暫停、取消或終止:

- ◆ 與您的信用卡和附屬卡相關聯的所有優惠將終止,您 將無法兌換任何獎賞積分,
- ◆ 我們可向信貸資料服務機構披露您的個人資料和戶 □資料,
- 您必須更新您使用相關信用卡設定的任何常行付款或預設在未來某一日進行的付款之詳情,否則將無法完成該等付款,
- ◆ 我們可繼續就您仍未繳付的金額收取財務費用·直至您付清全部款項為止,及
- ◆ 您必須繳付您欠本行的全部款項,包括已產生但尚未 記入您戶口的任何交易款項。在您繳付全部欠款前,本 行根據本信用卡條款與您達成的協議持續有效。如您拒 不付款,我們可能會透過法院向您追討欠款。
- ▲ 在本行合理行事的前提下,我們對終止戶口可能導致的任何損失概不負責。



# 更改本條款、利率及費用或信用限額

# 我們可更改本條款、利率和費用的情況

我們身處的世界瞬息萬變,有時候我們需要更新我們的 信用卡條款、利率或費用。

對本信用卡條款、利率或費用作出任何對您造成不利影響的更改之前,我們通常會向您發出合理的通知。在作出 更改對您有利或無害的某些情況下,我們可在更短時間內 作出更改。我們將以書面形式作出更改,更改可於您的月 結單中列明,亦將發送至您的郵遞或電郵地址。

# 我們可更改您的信用限額

我們根據您的信用風險設定信用限額,並不時予以審核。 我們可無需事先通知隨時降低信用限額。**我們亦可提高信用限額,但在這樣做之前會事先通知您新的信用限額以及生效日期。**如您不希望我們提高您的信用限額,可通知我們。您亦可隨時要求我們審核並更改信用限額。我們將在審核您的信用限額後告訴您我們的決定。

# 信用卡優惠

我們有時會就您使用的不同類別的信用卡向您提供不同服務或優惠。您可能需要就部分服務或優惠提出申請。這些服務和優惠可包括獎賞和尊屬禮遇(包括「獎賞錢」計劃)。我們可不時增加、減少或更改這些服務或優惠或關於您使用這些服務或優惠的條款及細則,而無需事先向您發出通知。但是,在我們作出任何對您產生不利影響的更改之前,我們會向您發出合理的通知。

信用卡條款和關於您使用上述服務或優惠的條款及細則之 內容有時可能不盡一致。如果發生這種情況,就相關服務或 優惠而言,我們將以該等條款及細則為準。

而且,即使您本人不使用上述服務或優惠,您的附屬卡持卡人亦可使用或享受該等服務或優惠。您須對附屬卡持卡人使用該等服務或優惠的行為負責,並須確保附屬卡持卡人遵守相關服務或優惠的使用條款及細則。

# 本行控制範圍以外的事件

○我們將在合理範圍內竭盡所能實現我們對您的承諾,但在 某些情況下,我們確實無法做到這一點,例如:法律法規原 因導致我們無法做到,或發生某些我們無法預料或反常的 事件,而即使我們竭盡全力亦無法防止該事件的發生。在上 述情況下,我們不對您可能遭受的任何損失負責。



# 其他服務

#### 雷話理財

本行將不時告知您本行電話理財服務的範圍、特點及使 用條款。

您授權本行按照在電話上使用您的電話理財私人密碼發出 的任何指示行事。本行無需確認使用您的電話理財私人密 碼之人是否是您本人。您必須對使用您的電話理財私人密 碼發出的一切指示負責,即使相關交易未經您本人授權。

**如果戶口沒有足夠資金或可用透支信貸,我們無義務但可按照電話中發出的指示行事。**如果戶口沒有足夠資金或可用透支信貸,我們同樣不就未能按照您的指示行事而承擔任何責任。

本行針對您在電話上發出的指示告知您的任何匯率或利率僅供參考,但經本行確認用於某交易的匯率或利率除外。 對於本行就透過電話理財服務進行的交易所確認並經您 同意的任何匯率或利率,您必須負責。

本行可能無法即時處理您的電話指示。這可能是由於系統限制、設備故障或失靈或其他原因(無論是否在本行控制範圍以外)所導致。本行不對延遲或未能執行您的電話指示承擔任何責任。

# 特快專櫃服務

本行將不時告知您本行特快專櫃服務的範圍、特點及使 用條款。

**您應確保透過特快專櫃服務提交的所有文件和物項均** 完全完整並簽妥。本行有權不處理任何不完整或未簽妥的文件或物項。

如果您所使用的特快專櫃服務允許您存入紙幣、硬幣和 支票,那麼本行只在按照我們的慣例收取、點算並核實這 些物品後才對其負責。如果存款單上列明的詳情與本行 連同存款單實際收取、點算並核實的紙幣、硬幣和支票有 任何不一致之處,或本行因任何原因不接受這些物品,那 麼本行所作出的決定為最終決定並對您具有約束力。

# 收集和披露您的資料

本條說明了本行如何使用關於您和您的關連人士的資料,上述關連人士包括保證人、公司的董事或高級職員、合夥企業的合夥人或成員、任何有權獲得10%以上利潤或利益的人、控制人,或實益擁有人、受託人、信託委託人或保護人、指定戶口持有人、指定款項的收款人、您的代表、代理或代名人,或與您建立了關係(且該關係關乎您與滙豐集團之間的關係)的任何其他人士或實體。

本行的私隱聲明也包含關於本行及滙豐集團如何使用上述 資料的重要資訊。舉例來說,上述資料包括個人資料、關於 您、您的戶口、信用卡(包括附屬卡)、交易、您對本行產品及 服務的使用以及您與滙豐集團之間的關係之資料,以及稅 務資料。

您的資料不會披露給任何人(包括滙豐集團的其他成員),除非:

- 本行因法律規定作出披露,
- 本行有公眾責任作出披露,
- 本行因正當的商業用途而必須作出披露,
- ◆本行獲得資料當事人的同意後作出披露,或
- 按照本條規定或本行私隱聲明作出披露。

本行及滙豐集團的其他成員可收集、使用和分享您的資料。 本行可直接從您本人,或向代表您行事的人,或從其他來源 (包括公開資料)收集您的資料,這些資料亦可根據本行或 滙豐集團的任何其他成員可獲取的其他資料產生或合併。

本行及滙豐集團成員可為本條或本行私隱聲明中列明的用 途使用、轉移並披露您的資料。

如果您的個人資料發生任何變動,請在30日內告知本行。



# 爭議

如果您向本行或滙豐集團成員提供有關您的關連人士的資料 (個人資料或稅務資料等),您應告知這些關連人士其資料 將如本條及我們的私隱聲明所述被處理、披露及轉移,並且 告知這些關連人士其有權查閱並更正其個人資料。同時,您 已經獲得這些關連人士的同意,讓您向本行提供其資料。

如果您或您的任何關連人士拒絕給予或撤回本行(為向您 促銷或推廣產品和服務有關的用途之外的目的)處理、轉移 或披露您的個人資料所需的任何同意,那麼本行可能無法 向您提供或繼續提供本行的服務。

# 金融罪行風險管理活動

金融罪行風險管理活動可包括:

- ◆篩查、攔截和調查任何指示、通訊、提款要求、本行服務申請或您或代表您收取或支付的款項,
- ◆ 調查資金的來源或預定收款人,
- ▶將您或您的關連人士的資料與滙豐集團持有的其他相關 資料合併,以及
- ◆ 進一步查詢個人或實體的狀況(無論其是否受制裁制度 約束),或確認您或您的關連人士的身份及狀況。

本行需進行金融罪行風險管理活動以偵測、調查並預防金融 罪行,從而履行本行根據任何法律、國際指引和內部政策或 流程或政府當局的任何要求所承擔的義務,或舉報、披露或 其他義務。

本行和本行的金融罪行風險管理活動可能會導致款項支付 或清算操作、對您的指示或服務申請的處理,或您對本行服 務的使用遭延遲、阻截或拒絕。如果發生這些情況,本行不 就任何損失承擔任何責任。

# 稅務合規

您應自行負責遵守您在所有司法管轄區內因使用您的戶口、 您的信用卡或本行或滙豐集團成員提供的服務而應承擔的 稅務責任(包括繳稅或提交報稅表的責任)。這些稅務責任 同樣適用於您的各名關連人士。 如您發現本信用卡條款的英語版本和中文版本內容有任何差異或不一致之處,本行一律以本信用卡條款的英語版本為準。

● 如您有任何意見,請通知我們。

我們希望始終能夠解決彼此之間的任何問題。如確實無法解 決問題而需訴諸法院,本行與您之間的條款將根據香港法律 予以解釋。

訴諸法院的爭議將提交香港的法院。然而,如您或您的資產 位於其他國家或地區,那麼該國家或地區的法院可審理相關 爭議。



# 滙豐卓越理財信用卡、雙幣信用卡以及美元 信用卡特別條款

#### 滙豐卓越理財信用卡特別條款

下列條款適用於滙豐卓越理財信用卡,並優先於本信用卡條 款中包含的任何類似條款:

- ◆如果您的信用卡是滙豐卓越理財信用卡,本行與您達成的協議同樣受本行《綜合理財戶口條款及細則》的約束。 有時,以上文件內容可能不盡相同。在這種情況下,對本信用卡而言,本行一律以本信用卡條款為準。
- ◆如果您未達到滙豐卓越理財級別,但由於您是滙豐集團 另一成員的滙豐卓越理財客戶,本行向您發了滙豐卓越理 財信用卡,那麼本行可要求滙豐銀行另一成員收取您欠本 行的款項。本行還可將您欠本行的款項轉移給滙豐銀行另 一成員,您必須向該名成員全額支付相關款項(不作稅務 或其他扣減)。
- ◆如果您已達到滙豐銀行卓越理財級別,而且滙豐集團另一成員向您提供了另一張滙豐卓越理財信用卡,那麼本行可代表該名滙豐集團成員向您收取您欠該成員的款項。上述滙豐集團成員亦可將您所欠款項轉移給本行,且本行可對該筆被轉移的欠款行使權利(包括抵銷權)。所有向本行繳付的款項必須全數付清(不作稅務或其他扣減)。

### 雙幣信用卡特別條款

下列條款適用於雙幣信用卡,並優先於本信用卡條款中包含的任何類似條款:

# 滙豐Pulse銀聯雙幣鑽石卡或銀聯雙幣信用卡

- ◆ 我們將提供兩個子戶口: 一個港幣戶口及一個人民幣戶口。 我們向您提供的信用限額將分配予該兩個子戶口。您可隨 時向我們申請更改上述信用限額的分配比例,但我們可能 無法立即處理您的申請。分配至信用卡(港幣和人民幣子戶 □)的信用限額會根據本行在設定子戶口信用限額時釐定 的通用匯率計算。
- → 如您超出了分配予任何一個子戶口的信用限額,我們可 對該子戶口收取超出信用限額手續費。
- ◆ 您的人民幣交易(包括現金貸款)金額將從人民幣子戶口中扣除。所有其他(港幣或任何其他幣種)交易(包括現金貸款)金額將一律從港幣子戶□中扣除,並按照本行處理交易之日釐定的通用匯率計算。
- ◆ 現金貸款設有提款限額。如在中國內地的銀聯自動櫃員機提款,提款限額相等於下列兩者中較低者: (a)分配予您的人民幣子戶口中的可用信用限額及(b)當地規限指定的限額。在所有其他地區,提款限額相等於下列兩者中較低者: (a)分配予您的港幣子戶口中的可用信用限額及(b)自動櫃員機的每日限額。
- ◆如果您從銀聯自動櫃員機提取現金,並已將在本行開立 的戶口與您的信用卡連結:
  - 在香港,您可選擇以提取現金形式從連結戶口中取款, 或以現金貸款形式從您的港幣子戶口中取款,
  - ◆ 在中國內地,本行將這種提款視為從您的人民幣子戶口中提取現金貸款,或
  - ◆ 在中國內地和香港以外的地區,如果您的連結戶口中的 資金足以支付您提取的現金總額,本行會將這一提款 視為您從連結戶口提取現金。如果您的連結戶口中的可 用餘額不足以支付您提取的現金總額,那麼本行會將 整筆提款視為您從港幣子戶口中提取現金貸款。



# 聯絡滙豐

- 如果您從港幣子戶口或人民幣子戶口中提取現金貸款, 本行將於現金貸款日就每筆現金貸款收取手續費及現金貸款費。
- 除現金貸款外,您就每個子戶口(包括港幣和人民幣子戶口)所發生的未經授權交易所承擔的責任最高為港幣500元,但下列情況除外:
  - 您在知情的情況下允許他人使用您的信用卡或私 人密碼,
  - ◆ 您在使用或保管信用卡或私人密碼的過程中有欺詐 行為或嚴重疏忽。如您未有採取本行不時建議的任 何安全防範措施,可被視為存在嚴重疏忽,或
  - ◆ 如相關交易為現金貸款交易,貸款將全數由您承擔。

您一旦發現任何未經授權的交易,應儘快通知我們,因為 在您通知本行之前,全部責任均由您個人承擔。

- ◆ 您應以兩個子戶口各自的貨幣繳付您欠本行的款項。如您使用港幣銀行戶□繳付人民幣欠款,我們將使用本行在付款當日釐定的通用匯率將港幣轉換成人民幣。如您沒有足夠資金進行轉換,付款便無法完成,且您可能需繳付財務費用或逾期費用(或兩者同時繳付)。
- 在操作上述信用卡還款時,我們不會轉換或調動您向任何 一個子戶口所作的任何還款以償還另一個子戶口尚未償還 的結欠。

本行可將您應付的任何費用及收費記入您的一個或多個子 戶口。

# 美元信用卡特別條款

## 美元匯財金卡

- 您將在本行維持美元往來戶口、美元儲蓄戶口或「外幣通」 儲蓄戶口。
- 您授權我們在每個到期日從您在申請表格中指定的美元戶口支取到期最低付款額(或您已授權我們支取的其他更高金額)並記入您的信用卡戶口。
- 如您沒有足夠資金進行轉換,付款便無法完成,且您可能 需繳付財務費用或逾期費用(或兩者同時繳付)。

### 我們與您聯絡

- - 緊隨我們將通訊以專人遞送至或放置於您在我們記錄上的 地址後,
  - 緊隨我們透過網上理財、電郵或短訊發出通訊後,
  - ◆ (如以郵寄方式發出)在我們郵寄通信後48小時(如您的 地址屬香港地址),或
  - ◆ (如以郵寄方式發出)在我們郵寄通信後7日(如您的地址 屬香港境外地址)。

# 您與我們聯絡

### 致電我們

- ◆ 滙豐尚玉客戶 (852) 2233 3033
- ◆ 滙豐卓越理財客戶 (852) 2233 3322
- 其他個人理財客戶 (852) 2233 3000

#### 親自與我們聯絡

請往各分行辦理

2023年1月15日起生效





# 收費表

								收費				
項目	滙豐卓越 理財信用卡	進豐運籌 理財白金 Visa卡	進豐Red 信用卡	滙豐Visa Signature 卡	滙豐 EveryMile 信用卡	白金卡 (包括green 信用卡)	滙財金卡 萬事達金卡	滙財卡 萬事達卡	iCAN+	美元滙財金卡	滙豐Pulse銀聯 雙幣鑽石卡	銀聯雙幣卡
年費								•				
基本卡	永久豁免	永久豁免	永久豁免	2,000港元	2,000港元	1,800港元	600港元	300港元	300港元	80美元	1,800港元	300港元
附屬卡(獨立戶口)	不適用	不適用	不適用	不適用	不適用	不適用	600港元	300港元	不適用	80美元	不適用	不適用
附屬卡(綜合戶口)	永久豁免	永久豁免	永久豁免	1,000港元	不適用	900港元	300港元	150港元	不適用	40美元	900港元	150港元
補發信用卡												
到期前補發	豁免	100港元	100港元	100港元	100港元	100港元	100港元	100港元	100港元	13美元	100港元	100港元
虚擬卡戶口	不適用	不適用	不適用	不適用	不適用	不適用	不適用	不適用	100港元	不適用	不適用	不適用
現金貸款費												
從自動櫃員機提取 (每項交易)			現	金貸款額1%的	的手續費(最	低收費100港;	元)1			現金貸款額1%的手續費 (最低收費7美元)!	現金貸款額1%的手續費 (最低收費:港幣子賬戶-100港元/ 人民幣子賬戶-人民幣100元) <sup>1</sup>	
櫃位貸款(每項交易)			現	金貸款額1%的	的手續費(最	低收費120港	元)1			現金貸款額1%的手續費 (最低收費10美元) <sup>1</sup>	不適用	
最低付款額							相當於結單結欠的 全部款項	各子服戶的當期月結單誌入的所有費用,及各 子順戶載至結單日結單結欠《不包括當期月結單 能入的任何費用》的1%(最低收費:港幣子服戶— 300港元/人民幣子服戶一人民幣800元),再加上 各子服戶的過期款項或超額款項,以較高者為準。				
<b>結單副本</b> 每張					30港元^					4美元^	30港元^	
財務費用	(	a)所有未清f		<b>で從到期日前</b>	一個結單日記	电計息直至所	有款項清繳;	為止,以及(E	b)所有在到	5則,本行可能(在不另行 期日前一個結單日後記誌 列的實際年利率)按日計	的新交易款項根據交易	日期起計息,
實際年利率2											,	
購物簽賬								35.42%				
現金貸款(此年利率 已包括現金貸款費及 手續費在內)												
「現金套現」計劃								34.17%				
逾期費用3	最低付款額的金額或300港元・以較低者為準					不適用						
「現金套現」分期計劃 提前還款收費	本金結欠的2%					不適用	港幣子賬戶 本金結欠的2% 人民幣子賬戶 不適用					
「簽賬分期計劃」 提前還款收費	餘下供款期內所有未清選的每月手續費及任何利息(如適用)的總金額·並須繳付港幣300元的行政費。 不					不適用						
超出信用限額手續費。 如目前總結欠(扣除當 期月結單誌入的任何 費用後)超出當時獲授 予的信用限額	90港元	180港元	180港元	180港元	180港元	180港元	180港元	180港元	180港元	24美元		5:180港元/ 5:人民幣180元
<b>櫃位繳付賬項手續費</b> 毎項交易								20港元		1	<u> </u>	
外幣支票結算費用	100港元					13美元	港幣子賬戶:100港元/ 人民幣子脹戶:人民幣100元					
<b>退票/退回直接</b> 付款指示⁵ (付款銀行並非滙豐)	100港元 13美元						13美元	港幣子賬戶:100港元/ 人民幣子賬戶:人民幣100元				
<b>簽賬單影印本</b> 每張	30港元						4美元	港幣子賬戶:30港元/ 人民幣子賬戶:人民幣30元				
卡證明書		150港元 20美元 150港元										
<b>郵寄結單<sup>6</sup></b> 以郵寄方式收取結單		每位客戶每年60港元										
外幣交易的有關費用	信用卡的交易如非以港元(指港元個人信用卡)或美元(指美元滙财金卡)為交易貨幣·本行將收取交易金額的1.95%的交易費用*。 *適用於港元個人信用卡及美元滙财金卡的外幣交易有關費用已包括Visu/萬事達卡級其檢該等服項向本行收取之1%交易做實。 如果您想使用港幣在海外結算外幣交易,請在交易前要求商戶提供匯率和手續費作參考· 因為這種安排可能會比以該外幣入帳涉及較高費用。											

- 此項收費同時適用於非滙豐客戶。

- □ 此項收費同時適用於非滙豐客戶。
  □ 此實際年利率乃根據銀行營運守則提及的有關指引所列的一套準則計算,與實際適用於您的信用卡戶口的實際年利率或有差異。美元滙財金卡須全數給付結單結次金額,此實際年利率(按假設每月只清週當時結欠的1%及當期月結單誌入的所有費用計算)僅供參考。
  □ 如您在到期日仍未繳清應付的最低計款額,本行可能(在不另行通知的情况下)繼財務費用外另行收取逾期費用。
  □ 如您的結單總結欠(扣除當期月結單誌入的任何費用後)超出當時獲授予的信用限額,本**行將視之為您向本行要求臨時調高信用卡限額,**本行可能同意批核您的要求及(在不另行通知的情况下)收取有關審批該要求的手續費。
  □ 如您未能成功透過存入支票或直接付款方式繳付結單結欠的款項,而支票的發票銀行或直接付款的銀行並非本行,本**行將視有關退票或退回直接付款安排為您臨時要求本行提供的特別服務**及(在不另行通知的情况下)收取有關服務的手續費。
  □ 由2023年1月1日開始,郵寄結單年費適用於客戶選擇以郵寄方式收取結單的個人理財港元往來戶口、萬用戶口、滙豐尚玉、滙豐卓越理財、滙豐 One、個人綜合理財戶口、大學生理財戶口、現金卡戶口、人民幣儲蓄戶口、大市結單儲蓄戶口、「外幣通」結單儲蓄戶口、外幣往來戶口或任何信用卡戶口。如客戶持有有關賬戶並於同一年度內收取戶任何郵寄結單將會被徵收年費。18歲以下或年滿65歲或以上之人士、綜合社會保障援助受助人、政府傷殘津貼受助人、身體傷殘或視覺有障礙之人土可接豁免收費。
  □ 11. 上述其他收費亦適用於優惠卡(獨立戶口)。優惠卡(獨立戶口)之補發卡收費為港幣30元。
  □ 我們會為您累計保留最多84個月的信用卡戶口電子結單,如果您有任何於過去84個月的電子結單未能顯示於網上或流動理財,您可向我們申請一份郵寄結單,有關費用將可獲豁免。

# 香港上海滙豐銀行有限公司

# 滙豐卓越理財萬事達卡重要事項及條款

- 滙豐卓越理財萬事達卡概要
- 自動櫃員機卡條款及細則
- 「獎賞錢」計劃條款及細則
- 信用卡「現金套現」分期計劃條款及細則(適用於個人信用卡持卡人)
- 「現金套現」計劃條款及細則(適用於個人信用卡持卡人)
- 「簽賬分期計劃」條款及細則(適用於個人信用卡持卡人)
- 信用卡商戶免息分期付款計劃條款及細則(適用於個人信用卡持卡人)
- 滙豐Mobile信用卡之信用卡條款附錄

# 滙豐卓越理財萬事達卡概要

以下資料僅供參考。有關使用信用卡的詳細法律條款,請參閱信用卡條款。

- 1 為保障您的權益,請小心保管您的滙豐(本行)信用卡及私人密碼:
  - a) 收到信用卡後,立刻在卡上簽署。
  - b) 抄下信用卡號碼,並與信用卡分開小心存放,以備查對。
  - c) 小心保管信用卡,像對現金一樣謹慎處理。
  - d) 使用自動櫃員機後,切記取回信用卡。
  - e) 簽賬時,切記填上總金額,及在銀碼前加上貨幣代號。請勿留有空位讓別人加添數字。
  - f) 簽賬時,請留意商戶,確保只壓印一份簽賬單。
  - g) 確保商戶於交易完畢後立刻將信用卡交還給您。
  - h) 保留簽賬存根,以便與月結單核對。
  - i) 緊記私人密碼後,應立刻將通知書撕毀。
  - j) 切勿用紙寫下您的私人密碼。如有需要記錄下來,應將密碼加以掩飾,並與信用卡分開存放。
  - k) 切勿讓他人使用您的信用卡及私人密碼。
  - I) 切勿選用身分證號碼、生日日期、電話號碼或其他易於猜測的號碼作私人密碼。
  - m) 定期更改私人密碼,以策安全。
  - n) 在以電話向本行作出指示、登入本行網上理財服務、或使用自動櫃員機或其他電子轉賬服務終端機時,應確保 您的私人密碼沒有被別人察看。如有懷疑,應盡快更改私人密碼。
- 2 如您的信用卡/私人密碼遺失、被竊,或外泄予第三者,請立即致電滙豐卓越理財服務熱線(852) 2233 3322或到就 近滙豐分行報失。如您身處海外,請向萬事達卡國際組織的任何成員報失。在您報失之前,您須承擔因信用卡被擅 用所引致的一切賬項。如您已盡快報失,並經查證並無欺詐或疏忽行為,而且未有在知情的情況下向他人提供您的 信用卡,則您就信用卡被擅用所須承擔的最高款額為港幣500元(但通過私人密碼取得的現金貸款不在此限)。
- 3 每張信用卡均獲授予一信用限額,以作購物簽賬或提取現金貸款之用。您的信用限額會詳列於信用卡月結單上。本行可毋須事先通知您,而自行決定在用卡款額超出信用限額的情況下,批出以此卡進行的交易;或根據您或您的卡戶口的信貸風險評估結果而遞減信用限額。您可為您的卡戶口選擇拒絕接受超出信用限額信貸安排。在有關安排生效後,導致該信用卡戶口結欠超出可用信用限額之信用卡交易將不會獲批核,惟該信用卡戶口在若干情況下(包括但不限於誌賬不需授權而批出的交易及已獲批核但延遲誌賬的交易)仍可能超出信用限額而本行可毋須事先通知持卡人。
- 4 如您於本行櫃枱提取現金貸款,其最高限額相等於您可用的信用限額。如您於自動櫃員機提取現金貸款,每日的限額為港幣20,000元或您可用的信用限額,以較低額為準。
- 5 所有存入卡戶口的款項將用以清償卡戶口的結欠,如有結存,則加於可用的信用限額上。
- 6 若您在本行開設有其他戶口,並與信用卡戶口相連,您可以信用卡於自動櫃員機從有關戶口提取現金/轉賬,或用易辦事付款。以自動櫃員機提款的每日最高限額為港幣80,000元(如在海外提款,則以當地貨幣計算,幣值相當於港幣80,000元):轉賬至任何並無與信用卡相連之戶口的上限為每日港幣400,000元。轉賬至您名下與信用卡相連之戶口則並無限額。以易辦事付款的每日最高限額為港幣50,000元。
- 7 您可以憑您的信用卡及信用卡密碼登記本行網上理財服務。有關服務須受本行網上理財條款約束。
- 8 對於任何商戶拒絕接納此卡,或對於使用此卡購買的貨物或服務,或對於任何與商戶之間的經常支賬安排,本行概不負責。如持卡人對商戶有任何意見,可致電滙豐卓越理財服務熱線(852) 2233 3322反映。但持卡人向有關商戶索償的同時,亦須清繳有關交易的賬項。
- 9 請於收到月結單後核對結單上所列賬項及簽賬單。如您對賬目有任何查詢,請於結單日期起計60日內致電滙豐卓越 理財服務熱線提出。
- 10 您以信用卡簽賬的交易,可享長達56天免息還款期。

- 11 如您持有本行發出的港幣信用卡,所有港幣以外的信用卡交易,均會參考萬事達卡國際組織於折算當日釐定的匯率,加上本行徵收的百分率,連同萬事達卡國際組織向本行收取的交易費用(如適用者,該等交易費用可能與本行 攤分)計算,折算為港幣後,從此卡戶口支取。
- 12 本行將因應情況收取以下費用:
  - a) **財務費用:**如本行在到期日或該日前未收到結單結欠的全數金額,本行會以月息2.65%(則最高相等於購物簽賬的實際年利率35.42%及現金貸款的實際年利率35.94%,有關實際年利率已包括適用於該等卡類的現金貸款費及手續費在內)\*就(a)未清還結單結欠(由緊接到期日前的結單日起至本行收到全數金額為止);及(b)自該結單日起被誌入閣下信用卡戶口的每項新交易金額(由交易日期起至本行收到全數金額為止)按日計息。
  - b) **逾期費用:**如您未能於付款到期日或之前支付月結單所示的最低付款額,本行會收取最低付款額的金額或港幣300元作為逾期費用,以較低者為準。
  - c) 超出信用限額手續費:如您的結單結欠(扣除當期月結單誌入的任何費用後)超出您當時獲授予的信用限額,本行會徵收港幣90元的超出信用限額手續費。此收費將於月結日從您的卡戶口扣取。
  - d) **現金貸款收費:**現金貸款包括所有從卡戶口提取的款項,不論該筆款項是否存入卡戶口的結餘。每項現金貸款交易,本行會收取現金貸款額1%的手續費(於櫃枱提取現金貸款,最低收費為港幣120元;於自動櫃員機或透過任何其他渠道進行現金貸款交易,收費最少為港幣100元)。本行會於交易當日從有關戶口扣取此等單次費用。
  - e) 補發信用卡收費:卓越理財信用卡豁免此項收費。
  - f) **退票/自動轉賬退回收費:**凡退票或自動轉賬遭退回,本行會從有關卡戶口內扣取港幣100元手續費(從滙豐戶口發出的支票或自動轉賬則除外)。
  - g) **年費:**卓越理財信用卡基本卡及附屬卡的年費全免。本行可自行決定更改年費。

如您需要其他服務(例如索取結單副本、結算外幣支票等),本行會收取其他費用。詳情請向本港各滙豐分行索取「滙豐財富管理及個人銀行業務服務費用簡介」參考。

- 13 儘管您的卡戶口經已取消,您之前所設立的授權指示(如自動轉賬、分期付款等)並不會因而自動取消。如您想更 改/取消授權指示,請直接聯絡有關商戶以作出適當安排。
- 14 無論您是基本卡或附屬卡持卡人,如您的卡戶口(如您是基本卡持卡人,則包括任何附屬卡戶口)存有結欠,本行可 毋須另行通知而將此卡戶口與持卡人於本行所設的其他戶口合併,以將有關戶口的結存調動或互相抵銷,用以清 付您的卡戶口(如您是基本卡持卡人,則包括任何附屬卡戶口)的一切結欠。
- 15 如卡戶口遭取消,或持卡人破產或逝世,持卡人或其遺產管理人須悉數清還該卡戶口的一切結欠,及其他已簽付而未及記入該卡戶口的用卡款額。本行可僱用第三者代收任何欠款,及向持卡人或其遺產管理人追討有關委托第三者代收欠款所引致的合理費用。
- 16 如您是基本卡持卡人,您須承擔使用基本卡及任何附屬卡的責任。本行可向基本卡持卡人或附屬卡持卡人或兩者 追討附屬卡的任何結欠或費用。然而,附屬卡持卡人只需承擔使用附屬卡的責任,而毋須就基本卡及與之相連的其 他附屬卡負上責任。
- 17 您的信用卡不可用以支付任何違法的賭博或其他交易。本行有權回扣該項交易。
- \* 此實際年利率乃根據銀行營運守則提及的有關指引所列一套準則計算,與實際適用於個別卡戶的實際年利率或有差異。除列於此申請表格上以外,適用於其他信用卡的實際年利率或有不同,請致電滙豐客戶服務熱線(852)22333000查詢。

由2022年12月30日起生效

(注意:如中文譯本與英文本在文義上出現分歧,概以英文本為準。)

# 自動櫃員機卡條款及細則

重要提示! 閣下在使用自動櫃員機卡前,請細閱本條款及細則。閣下使用(包括啟動)自動櫃員機卡,即被視為已接受本條款及細則並受其約束。

在本條款及細則中使用的詞語的定義載於本條款及細則的末端。

- 1. 閣下的自動櫃員機卡屬本行所有。<u>閣下須按本行要求將其歸還。</u>
- 2. 本行可無需事先通知隨時提供、更改、暫停或撤銷任何服務。在不限制本行權利的情況下,本行可設定每日的交易限額或指定任何在香港境內或境外提供的服務範圍。<u>如閣下欲於香港境外的自動櫃員機使用自動櫃員機卡提取現金及進行轉賬,閣下須透過本行不時指定的渠道預先設定閣下在境外自動櫃員機的每日提款及轉賬限額及相應生效期限。</u>
- 3. <u>閣下不應轉讓閣下的自動櫃員機卡或私人密碼或容許任何其他人士使用閣下的自動櫃員機卡或私人密碼。閣下應對閣下的私人密碼嚴格保密。閣下不應寫下私人密碼,把它記在自動櫃員機卡上或與自動櫃員機卡一同存放,或以任何其他方式把它處理,以致他人可能使用閣下的自動櫃員機卡。</u>
- 4. (a) <u>閣下須為使用閣下的自動櫃員機卡進行的所有交易(包括所有相關的費用及收費)負責。如自動櫃員機卡或私人密碼遺失、被盜、外洩或被未經授權使用,閣下應從速報告,並合理可行地盡快以書面方式確認。閣下須為本行收到閣下的報告之前以閣下的自動櫃員機卡進行的所有交易負責。</u>
  - (b) 如閣下按第4(a)條報告自動櫃員機卡或私人密碼遺失、被竊、外洩或遭未經授權使用,則閣下就未經授權的交易須承擔的責任每一張自動櫃員機卡最高為港幣500元。

- (c) 但請注意,第4(b)條提述的限額在下列情況下並不適用(即閣下須負責全數金額):
  - (i) 如閣下在知情的情況下(不論是否自願)容許任何其他人士使用閣下的自動櫃員機卡或私人密碼;或
  - (ii) <u>如閣下就使用或保管自動櫃員機卡或私人密碼有欺詐行為或嚴重疏忽。如閣下未有採取本行就使用或保</u> 管自動櫃員機卡或私人密碼不時建議的任何安全防範措施,可能被視為閣下的嚴重疏忽。
- (d) 本行無責任但可向閣下補發自動櫃員機卡。如本行為閣下補發自動櫃員機卡,本行可從任何戶口支取手續費。
- 5. 本行會從相關的戶口扣除以閣下的自動櫃員機卡提取、轉賬或以其他方式處置的金額。如相關戶口中資金不足,閣下即無法進行交易。
- 6. (a) 閣下可用本行不時接納的方法把任何項目存入閣下的戶口。<u>在存入項目前,閣下須確保該項目表面上妥當。這</u> 包括適當地註明日期及已簽妥,而且以大寫及數字填寫的金額一致。
  - (b) 本行有權要求閣下在存入項目時提供該項目的詳細資料。**閣下須提供準確及完整的詳情。**本行有權根據閣下提供的詳細資料發出收據及處理項目。本行亦有權在發出收據後核實閣下提供的任何詳情。如收據與本行核實的結果不符,本行核實的結果為最終結果並對閣下具有約束力。本行有權對適用戶口作出相應調整。
  - (c) 被存入戶口的項目須待結算或本行收妥付款後才獲本行接受。本行可在收妥不附帶條件的付款後才讓閣下使 用有關款項。

如因任何原因本行未有就項目實際收到不附帶條件的付款,本行有權從相關戶口扣除適當金額及任何費用。

- 7. 本行無需就下列事項(或任何一項)對閣下或任何其他人士負責:
  - (a) <u>由於或可歸咎於本行合理控制以外的情況而導致本行未有向閣下提供任何服務、設備或其他設施或任何延誤:</u> 及
  - (b) <u>由於使用閣下的自動櫃員機卡而引致或與之有關的相應或間接損失。</u>
- 8. <u>有關使用閣下的自動櫃員機卡的收費及費用,本行會給予閣下事先通知。本行會從任何戶口支取本行認為合理的</u>收費及費用。
- 9. 閣下授權本行在保密的情況下向其他機構(不論在香港境內或境外)披露有關閣下的個人資料及其他資料。披露資料可能由於任何電子轉賬網絡所需或屬適當的或為讓本行能夠提供有關閣下的自動櫃員機卡的服務。
- 10. <u>本行有權不時更改本條款及細則(包括收費及費用)。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於</u> 更改生效日期前將自動櫃員機卡歸還本行取消,閣下將受有關更改約束。
- 11. 本行可以刊登、在本行的範圍展示、郵寄或本行認為適當的任何其他方式給予閣下通知。任何以本行認為適當的方式發出的通知均對閣下具約束力。若本行向閣下最後通知的地址郵寄通知,閣下將於下列時限後被視為已收到通知:
  - (a) 郵寄後48小時(如屬香港地址);或
  - (b) 郵寄後七日(如屬香港境外地址)。
- 12. 如閣下及任何其他人士簽署或同意受本條款及細則約束:
  - (a) 各人須就有關自動櫃員機卡、服務或本條款及細則的責任及債務共同及各別負責;及
  - (b) 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。
- 13. 除閣下及本行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。
- 14. 本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。
- 15. 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。

# 定義

戶口指本行容許閣下使用自動櫃員機卡存取的任何戶口。

**自動櫃員機卡**指本行就任何戶口向閣下發出的卡,而該卡可透過電子方式進行交易,不論於自動櫃員機、銷售點終端機 或本行可不時提供或接受的其他裝置。

**香港**指中華人民共和國香港特別行政區。

項目指可為本行接納存入的任何支票或其他金融票據。

**私人密碼**指當閣下以自動櫃員機卡存取資料、給予指示或進行交易時,適用於或本行用以識別閣下的個人識別號碼或 密碼。

私人密碼可由本行或閣下指定。

**服務**指本行可提供或促致的任何與自動櫃員機卡相關的服務。

**本行**或**本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指獲本行發出自動櫃員機卡的人士。

(注意:如中文譯本與英文本在文義 | 出現分歧,概以英文本為準。)

# 「獎賞錢|計劃條款及細則

# A. 一般條款及細則

誰可參與「獎賞綫|計劃

- 1. 本行可提供、更改、暫停或撤銷「獎賞錢」計劃下的不同優惠、計劃或安排。本行可能不時指定規管提供或換領某些優惠、計劃或安排的其他條款及細則。該等優惠、計劃或安排可包括「獎賞錢」購物網、「獎賞錢」禮券計劃、於商戶即時兌換「獎賞錢」及「飛行優惠計劃」。
- 2. 只有本行在香港發出及屬本行不時指定種類的個人信用卡方合資格參與「獎賞錢」計劃。本行有權指定及更改 合資格參與「獎賞錢」計劃的信用卡種類。本行可豁除(a)可參與「獎賞錢」計劃的任何信用卡種類,或(b)「獎賞 錢」計劃下的任何優惠、計劃或安排。除非本行另有指定,合資格信用卡包括滙財卡、萬事達卡及銀聯信用卡。 合資格信用卡可以是基本卡或附屬信用卡,亦可以是港幣、人民幣或美元卡。獨立優惠卡及iCAN卡不合資格參 與「獎賞錢」計劃。
- 3. 閣下參與「獎賞錢」計劃受本條款及細則及本行不時指定的任何其他條款及細則規管。如就「獎賞錢」計劃出現任何爭議,本行或有關商戶(如適用)的決定為最終的。該等爭議可包括(a)就閣下的參與資格、閣下可獲取的優惠、換領或其他活動或交易的記錄的任何爭議,或(b)閣下與參與「獎賞錢」計劃的商戶之間的任何爭議。

#### 賺取「獎賞錢」

- 4. 除第5條另有指定外,閣下在下列情況下,即可賺取\$1「獎賞錢」:
  - (a) 以合資格的港幣信用卡簽賬每港幣250元;
  - (b) 以美元滙財金卡簽賬每30美元;或
  - (c) 以銀聯雙幣信用卡人民幣子戶口簽賬每人民幣250元。
- 5. 除非閣下的信用卡及信用卡戶口有效及信用狀況良好,本行有權不給予閣下「獎賞錢」或不讓閣下使用「獎賞錢」。本行亦有權不時指定及更改賺取「獎賞錢」的比率及不能賺取「獎賞錢」的簽賬種類。目前,不能賺取「獎賞錢」的簽賬種類包括下列各項:
  - (a) 現金透支;
  - (b) 收費及費用;
  - (c) 現金套現或簽賬分期計劃下的提款;
  - (d) (i) 以任何信用卡在網上向稅務局繳交的賬單;
    - (ii) 以任何信用卡在網上向保險公司繳交為償還保險公司保單貸款賬單類別的費用;及
    - (iii) 以普通卡、金卡或銀聯雙幣信用卡在網上繳交的賬單。

以合資格信用卡在網上繳費,只有每月月結單周期之首港幣10,000元之合資格網上繳交費用才可獲享「獎 賞錢」;及

- (e) 半現金交易包括根據Visa、萬事達卡國際組織或銀聯(按情況適用)不時界定之商戶編號的:
  - (i) 賭博交易
  - (ii) 於非金融機構的交易(包括購買外匯、匯票及旅行支票);
  - (iii) 於金融機構的交易(包括購買銀行產品及服務);
  - (iv) 電匯;及
  - (v) 購買及/或充值儲值卡或電子錢包(PayMe及八達通自動增值服務除外)。
- 6. 在下列情況下,信用卡交易不能賺取「獎賞錢」:
  - (a) 信用卡交易未被誌賬;或
  - (b) 信用卡交易已被誌賬但隨後全數或部分被取消、還原或退回(包括購物退稅)。
- 7. 本行會將閣下賺取的「獎賞錢」存入閣下的信用卡戶口。為計算閣下可賺取的「獎賞錢」,本行會將:
  - (a) 任何剩餘金額帶往下一次信用卡交易;及
  - (b) 任何於結單日的剩餘金額帶往下一個結單月。
- 8. 就分期計劃下的購物交易,當供款金額誌入閣下的信用卡戶口時,閣下即可賺取「獎賞錢」。該等誌賬可以全數或分期方式,視乎分期計劃的種類及特點而定。

## 「獎賞錢|有效期屆滿

9. 已賺取的「獎賞錢」有效期通常最短為一年及最長為兩年。以滙豐卓越理財萬事達卡及滙豐運籌理財白金Visa卡 賺取的「獎賞錢」有效期最長為三年。閣下已賺取的「獎賞錢」於信用卡屆滿月份(不論年份)的結單日到期。信用 卡屆滿月份會顯示於信用卡結單及(如適用)閣下的滙豐網上理財賬戶內。

# 轉讓、合併及換領「獎賞錢」

- 10. (a) 除非本行另有指定,「獎賞錢」不可轉讓。「獎賞錢」可於本行的Reward+應用程式由一位主卡持卡人轉讓至 另一位主卡持卡人。若您沒有安裝Reward+應用程式或並未於Reward+應用程式內登記使用「獎賞錢」的轉 讓功能,您亦可接收來自他人的「獎賞錢」。
  - (b) 閣下可合併使用就同一香港身分證或護照號碼向閣下發出的各張信用卡所賺取的「獎賞錢」(除非本條款及細則另有指定)。若閣下是基本卡持卡人,閣下亦可合併使用附屬信用卡所賺取的「獎賞錢」。
- 11. 本行有權不時指定及更改換領不同產品及服務所需的「獎賞錢」金額。本行有權接納或拒絕閣下「獎賞錢」換領的要求。如閣下未有累積足夠「獎賞錢」以換領產品或服務,任何換領要求或訂購指示將自動被取消。
- 12. 換領要求或訂購指示一經本行或參與商戶接受,閣下就不可更改、取消、尋求退款或退換任何已換領項目。

- 13. (a) 如本行合理地認為閣下在賺取、合併、換領或使用(包括轉移或轉換)「獎賞錢」方面涉及任何欺詐或濫用行為,本行有權沒收或取消任何已累積的「獎賞錢」及終止閣下的信用卡。該等欺詐或濫用行為可包括用一項交易賺取「獎賞錢」後以任何方式獲退回該項交易的金額。
- (b) 無論是由閣下主動取消信用卡或被本行終止使用信用卡,本行有權取消閣下任何已累積的「獎賞錢」。 參與商戶
- 14. 本行有權不時指定及更改下列事項而無需通知閣下:
  - (a) 參與「獎賞錢」計劃的商戶;或
  - (b) 「獎賞錢」計劃下的任何計劃或安排。

本行就更改商戶無需向閣下負責。閣下可瀏覽本行網站以閱覽最新參與商戶名單。

15. 閣下於參與商戶換領商品、服務、現金券、禮券、優惠券或其他優惠,須受參與商戶的政策及其指定的條款及 細則約束。

#### 雜項

- 16. 本行並非「獎賞錢」計劃下可換領產品或服務的供應商。就該等產品及服務本行概不負責。閣下在「獎賞錢」計劃 下換領或調換的產品、現金券、禮券或優惠券如有遺失、損毀或被竊,本行概不負責。
- 17. 本條款及細則A部分中所載的一般條款及細則適用於「獎賞錢」計劃下的所有優惠、計劃或安排。如任何優惠、計劃或安排亦受其他條款及細則規管而該等其他條款及細則與本一般條款及細則有任何不一致,概以該等其他條款及細則為準。該等其他條款及細則可載於本條款及細則內或分開載列。本行有權不時在給予閣下通知後更改本條款及細則及有關「獎賞錢」計劃的任何其他條款及細則。
- 18. 除閣下及本行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。
- 19. 本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。
- 20. 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。

## B) 「獎賞錢」購物網

- 21. 本行有權不時更改或刪除在「獎賞錢」購物網內提供的禮品而無需通知閣下。禮品供應有限,換完即止。
- 22. 閣下可透過滙豐網上理財或向本行交回填妥的換領表格換領「獎賞錢」購物網內的禮品。本行會在收到閣下的「獎賞錢」換領要求後四至六星期內將有關通知書郵寄至閣下的通信地址。
- 23. 在「獎賞錢」購物網內使用「獎賞錢」必須以整數為單位,而換領每件禮品必須使用最少\$10「獎賞錢」。每\$1「獎賞錢」可於「獎賞錢」購物網內當作港幣1元使用。閣下在「獎賞錢」購物網內可全數以「獎賞錢」或合併使用「獎賞錢」及現金換領禮品。現金部分必須透過滙豐網上理財以閣下的滙豐信用卡繳付。
- 24. 在「獎賞錢」購物網內指定的尊享獎賞部分內提供的禮品只供持有該部分內指定的信用卡持卡人換領。
- 25. 除本行另有指定外,「獎賞錢」購物網內的禮品以港幣定價。如閣下以美元滙財金卡換領禮品,本行會如外幣交易簽賬處理。
- 26. (a) 閣下可享有本行不時指定的「年資折扣」優惠。「年資折扣」優惠是將禮品的觀察到之零售價打折扣,並根據 閣下持有年期最長之個人基本卡的最初獲發年份計算。該信用卡必須在換領時有效及信用狀況良好。
  - (b) 「年資折扣」優惠不適用於下列事項:換領現金券、「獎賞錢」禮券計劃、於商戶即時兑換「獎賞錢」、「飛行優惠計劃」(包括「飛行優惠計劃」年費豁免)、信用卡年費豁免或特定換領優惠(如有提供)。
  - (c) 閣下不可與任何其他推廣優惠或折扣一併使用「年資折扣」優惠(除本行另有指定外)。

# C) 「獎賞錢」禮券計劃

登記參與

- 27. 如欲參與「獎賞錢」禮券計劃,閣下必須成功透過滙豐網上理財登記或向本行交回填妥的登記表格。閣下可不時要求登記或更新或取消登記參與「獎賞錢」禮券計劃。本行一般會在透過滙豐網上理財收到要求後下一個工作 天內或透過其他渠道收到要求後十四個工作天內處理要求。
- 28. 閣下可同時登記本行就同一香港身分證或護照號碼向閣下發出的各張信用卡參與「獎賞錢」禮券計劃。若閣下是基本卡持卡人,閣下亦可登記附屬信用卡參與「獎賞錢」禮券計劃,但閣下必須選擇其中一張基本卡作每月合併累算「獎賞錢」之用(簡稱「合併信用卡」)。

把「獎賞錢」轉換為「獎賞錢」禮券

- 29. 就計算閣下可獲發的「獎賞錢」禮券數目,各個已登記信用卡戶口內累積及剩餘的「獎賞錢」會於每個結單日自動被轉移至合併信用卡戶口。該轉移會顯示於相關月份的信用卡戶口結單上。
- 30. 本行會轉換於合併信用卡每個結單日在合併信用卡戶口內所有累積及剩餘的「獎賞錢」。本行會按每\$50「獎賞錢」為單位將「獎賞錢」轉換成「獎賞錢」禮券。閣下可透過合併信用卡月結單及滙豐網上理財查閱已累積及獲發的「獎賞錢」禮券總值。
- 31. (a) 本行會每季發出一張「獎賞錢」禮券。本行於每年三月、六月、九月及十二月的最後一個工作日計算閣下獲發的「獎賞錢」禮券的價值。「獎賞錢」禮券會於隨後一個月(即分別為四月、七月、十月及一月)郵寄給閣下。
  - (b) 各「獎賞錢」禮券有效期為發出日期起六個月。有效期屆滿的「獎賞錢」禮券將不獲補發或替換。
  - (c) 閣下不可(i)把已轉移至合併信用卡戶口的「獎賞錢」還原至登記信用卡戶口,或(ii)將「獎賞錢」禮券轉換回「獎賞錢」。
- 32. 如閣下任何已登記的信用卡戶口變成無效或未有維持良好信用狀況(當中可能包括信用卡戶口因任何原因被取消或凍結),本行有權隨時取消閣下參與「獎賞錢」禮券計劃的權利。如本行取消閣下的參與,本行有權取消合併信用卡戶口內任何累積及剩餘的「獎賞錢」及任何已向閣下發出的「獎賞錢」禮券或就該等事宜另作任何其他安排。

以「獎賞錢」禮券換領商戶優惠券

- 33. (a) 閣下可於參與「獎賞錢」禮券計劃商戶的特選門市以「獎賞錢」禮券換領商戶優惠券。閣下必須出示「獎賞錢」 禮券正本及閣下的合併信用卡以換領商戶優惠券。
  - (b) 每張「獎賞錢」禮券只可於其中一間列印於「獎賞錢」禮券上的參與商戶指定門市換領其相等價值的商戶優惠券。
  - (c) 如閣下通知本行「獎賞錢」禮券已遺失或被竊但閣下隨後獲得該「獎賞錢」禮券,閣下不可以該「獎賞錢」禮券 換領商戶優惠券。否則,除以上第13條所載的權利外,本行亦有權扣取與已換領的商戶優惠券價值相等的 「獎賞錢」,而無需事先通知閣下。
- 34. 閣下不可(a)以「獎賞錢」禮券或商戶優惠券換領現金,或(b)把「獎賞錢」禮券或商戶優惠券轉移至其他信用卡戶口。

### D) 於商戶即時兑換「獎賞錢」

- 35. 於商戶即時兑換「獎賞錢」不適用於iCAN卡及銀聯雙幣信用卡。
- 36. 若閣下是基本卡持卡人,就同一香港身分證或護照號碼向閣下發出的各張信用卡及相關附屬信用卡所賺取的 所有累積及剩餘的「獎賞錢」會被合併作換領及繳付參與商戶的產品及服務之用。若閣下是附屬信用卡持卡人, 閣下只可使用該附屬信用卡所賺取的「獎賞錢」換領及繳付參與商戶的產品及服務。
- 37. 若繳付金額少於可用於換領的「獎賞錢」,相等於繳付金額的「獎賞錢」數目會被扣減。若繳付金額多於可用於換 領的「獎賞錢」,所有可用「獎賞錢」會被扣減,而閣下必須以閣下的滙豐信用卡繳付差額。閣下不可指定被扣減 的「獎賞錢」數目。當參與商戶處理閣下的換領指示時,「獎賞錢」會被即時扣減。

#### E) 「飛行優惠計劃」

- 38. 閣下須合資格參與「獎賞錢|計劃,方可參與「飛行優惠計劃|。
- 39. 本行有權在給予閣下通知後隨時更改參與「飛行優惠計劃」的航空公司。
- 40. (a) 即使閣下已成為一家參與「飛行優惠計劃」的航空公司飛行常客計劃的會員,閣下仍須填寫該航空公司指定 的登記表格以申請參與「飛行優惠計劃」。參與「飛行優惠計劃」的航空公司可酌情接納或拒絕閣下的申請。
  - (b) 閣下就參與一家航空公司「飛行優惠計劃」的資格及相關事宜受(i)「飛行優惠計劃」登記表格列明的條款及細則,及(ii)該航空公司可不時指定或更改的任何其他條款及細則約束。參與「飛行優惠計劃」的航空公司的條款及細則副本會於閣下跟該航空公司登記後向閣下發出。
- 41. 閣下可合併合資格信用卡戶口內累積及剩餘的「獎賞錢」(不論是基本卡戶口或附屬信用卡戶口)。
- 42. (a) 只要閣下持有有效及信用狀況良好的信用卡,即可把「獎賞錢」從閣下的信用卡戶口轉移至閣下於參與「飛行優惠計劃」的航空公司以個人身分登記的飛行常客計劃戶口。如閣下合併使用基本卡及附屬信用卡的「獎賞錢」,閣下只可把「獎賞錢」轉移至基本卡持卡人的飛行常客計劃戶口。閣下不得把「獎賞錢」轉移至參與「飛行優惠計劃」的其他人士名下的飛行常客計劃戶口。
  - (b) 閣下每次必須轉移不少於\$40「獎賞錢」。
  - (c) 閣下只可在「獎賞錢」有效期屆滿前轉移「獎賞錢」。
  - (d) 已從閣下的信用卡戶口轉移至閣下於參與「飛行優惠計劃」的航空公司的飛行常客計劃戶口的「獎賞錢」不可(i)轉回閣下的信用卡戶口,或(ii)再轉移至閣下於參與「飛行優惠計劃」的另一家航空公司的飛行常客計劃戶口。
- 43. 「獎賞錢」轉換里數的比率因每家參與「飛行優惠計劃」的航空公司而有所不同,並可不時在給予閣下通知後被 更改。最新比率可於本行網站瀏覽。
- 44. 閣下同意向本行繳付本行不時通知閣下參與「飛行優惠計劃」的年費。閣下授權本行於年費到期時從任何信用 卡戶口支取該年費。該年費概不獲退還。最新年費可於本行網站瀏覽。
- 45. (a) 就(i)閣下轉移至閣下於任何參與「飛行優惠計劃」的航空公司飛行常客計劃戶口的「獎賞錢」,或(ii)任何參與「飛行優惠計劃」的航空公司的作為或遺漏,本行概不負責。
  - (b) 即使影響里數計算或閣下累積的里數或其他可享優惠或優惠換領,參與「飛行優惠計劃」的航空公司可隨時 更改其與「飛行優惠計劃」或飛行常客計劃相關的政策或條款及細則而無需通知閣下。

# F) 「賞付款」功能

46. 通過指定平台或方法,您(若閣下為主卡持卡人)可透過「賞付款」功能以「獎賞錢」支付信用卡月結單及個別賬單。「賞付款」功能為「獎賞錢」優惠、計劃或安排之一並受「獎賞錢」計劃及Reward+之條款及細則所規管。

# G) 滙豐EveryMile信用卡

- 47. 就滙豐 EveryMile信用卡而言,儘管有第10(a)及22條所載條款,但:
  - (a) 滙豐 EveryMile信用卡不能接收由他人轉讓的「獎賞錢」。
  - (b) 以滙豐 EveryMile信用卡賺取的「獎賞錢」只可透過Reward+流動應用程式而非滙豐網上理財換領禮品或兑換飛行里數。

## 定義

合併信用卡的定義見第28條。

**香港**指中華人民共和國香港特別行政區。

**Reward+應用程式**指專為香港滙豐信用卡而設的滙豐Reward+流動應用程式,持卡人可於Reward+應用程式管理信用卡賬戶。它受約束於此條款及細則、Reward+條款及細則,以及適用於Reward+應用程式的特定功能之條款及細則。

本行或本行的指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指獲本行發出信用卡(不論是基本卡或附屬信用卡)的人士。

由2021年9月20日起生效

(注意:如中文譯本與英文本在文義上出現分歧,概以英文本為準。)

# 信用卡「現金套現」分期計劃條款及細則(適用於個人信用卡持卡人)

### 1. 參與「現金套現」分期計劃的資格

- (a) 閣下須持有本行發出的個人基本信用卡方可申請「現金套現」分期計劃。非港幣個人基本信用卡、附屬信用卡、聯營卡、大專學生信用卡、滙財金卡 學生卡、優惠卡或銀聯雙幣信用卡或滙豐Pulse銀聯雙幣鑽石卡的人民幣子戶口均不可參與「現金套現」分期計劃。
- (b) 「現金套現」分期計劃的提供受本條款及細則(為信用卡條款的附加及補充條款)規限。閣下以任何方式申請「現金 套現」分期計劃,即被視為已全面接受本條款及細則及信用卡條款(經補充)並受其約束。如本條款及細則的規定 與信用卡條款的規定有任何不一致,概以本條款及細則為準。
- (c) 閣下同意本行有權隨時及不時決定與任何其他人士或來源獲取及核實有關閣下的資料。尤其閣下同意,為考慮可能提高、降低或修訂信用卡戶口的信用限額,本行有權:
  - (i) 隨時向任何信貸資料機構進行查閱;及
  - (ii) 進行信貸覆核及最少每月向信貸資料機構獲取資料。
- (d) 本行會按本行慣常信貸評估方式決定是否批核閣下的「現金套現」分期計劃申請。本行有權批核或拒絕閣下的申請 或批核比閣下在申請中要求較低的提款金額而無需給予任何理由或事先通知。如閣下在本行持有的任何信用卡戶 口在當月有逾期欠款記錄,本行有權拒絕閣下的申請。本行不會接受閣下在申請中要求將在本行持有的信用卡戶 口中未清還的結欠轉至此分期計劃。

## 2. 範圍及操作

- (a) 本行會就每宗「現金套現」分期計劃申請設定提款金額的最低及最高限額。本行會在不時就有關「現金套現」分期計劃提供的宣傳單張、網頁或其他通知中指定該等限額。閣下申請「現金套現」分期計劃即被視為已同意本行可在考慮閣下在申請中要求的提款金額後提高信用卡戶口的信用限額。本行會以郵寄方式通知閣下(i)申請結果、(ii)信用限額的調整(如適用)及(iii)獲批核的「現金套現」分期計劃的提款金額(「提款金額」)(如適用)。本行就信用卡戶口信用限額的調整及提款金額的批核有最終決定權。
- (b) 如本行批核閣下的「現金套現」分期計劃申請:
  - (i) 本行會從信用卡戶口信用限額扣起相等於(1)提款金額及(2)整段供款期內所有應繳付的每月手續費的總金額。 本行會以提款金額除以供款期內的月數再加適用的每月手續費計算每期供款的還款金額(合稱「**還款金額**」)。 信用卡戶口的信用限額會隨本行實際收到還款金額後回升:
  - (ii) 本行會在收到為處理閣下的申請所需的所有資料及文件後一次過將提款金額存入或轉賬至閣下在申請中指定 的銀行戶口或信用卡戶口。為此目的而言:
    - (1) 該銀行戶口必須是閣下以個人名義在本行或香港境內其他金融機構維持的港幣戶口;及
    - (2) 該信用卡戶口必須是閣下以基本卡持卡人身分在香港境內的其他金融機構或信用卡公司維持的港幣信用 卡戶口:及
  - (iii) 此外,本行亦可以支票方式或透過結算所自動轉賬系統(CHATS)轉賬提款金額至指定的銀行戶口或信用卡戶口。
- (c) 本行會把每期還款金額如一項交易每月記賬入閣下的信用卡戶口並在信用卡結單上顯示。當本行批核閣下的「現金套現」分期計劃申請時會把首次還款金額記賬入閣下的信用卡戶口,並在批核後的首張信用卡結單上顯示。
- (d) 閣下應確保在任何時候(i)提款金額・(ii)所有應繳付的每月手續費・及(iii)閣下信用卡戶口所有其他未清還的結欠(包括所有未記賬的結欠)的總金額不超過閣下信用卡戶口的獲批信用限額。
- (e) 直至本行已按上列(b)段轉賬提款金額予閣下,閣下必須就申請中指定的銀行戶口或信用卡戶口以正常方式繼續還款(及繳付任何財務費用)。本行就閣下由於或有關「現金套現」分期計劃申請而招致的任何財務費用及其他費用無需負責。
- (f) 提款金額將不獲享任何「獎賞錢」。
- (g) 本行不會退回就「現金套現」分期計劃申請向本行提交的文件(包括申請表格)。

## 3. 本行的凌駕性權利

- (a) 即使本行批核閣下的「現金套現」分期計劃申請或本條款及細則或信用卡條款另有條文,本行有權隨時:
  - (i) 將所有剩餘未清還並未記賬入信用卡戶口的提款金額的總金額及其他利息、費用及收費(如適用)全數記賬入 信用卡戶口:及
  - (ii) 要求閣下立即全數清還在「現金套現」分期計劃下欠本行的所有債務。在不限制本行可隨時要求閣下還款的權利的情況下,在下列情況(或任何一項)本行有權提出還款要求:
    - (1) 不論閣下或本行因任何理由取消或終止信用卡戶口;
    - (2) 閣下未有繳付信用卡條款或本條款及細則下任何到期的金額;
    - (3) 閣下違反信用卡條款或本條款及細則的任何其他條文;
    - (4) 閣下提出破產申請或被入稟破產,或閣下未能清還到期的債務;及

- (5) 本行因任何理由暫停或終止「現金套現」分期計劃。
- (b) 閣下須按本行要求清還在「現金套現」分期計劃下欠本行的所有債務。

### 4. 不可取消但可提前還款

- (a) 閣下的「現金套現」分期計劃申請一經本行批核即不可取消,除非閣下全數清還所有剩餘未清還的提款金額及<u>繳付租等於該未清還的提款金額之百份之二的提前還款費用。閣下須給予本行最少14個工作天的提前還款的事先書面</u>通知。
- (b) 閣下必須提前全數還款。本行不接受提前部分還款。提前還款通知一經發出,如無本行同意不可撤回。即使閣下提前還款,本行亦不會退回任何已繳付的每月手續費。

#### 5. 每月手續費

<u>當本行批核閣下的「現金套現」分期計劃申請後,本行可就提款金額收取每月手續費(如適用)。本行會在批核閣下的申</u>請後寄給閣下的批核通知書中指定每月手續費。

#### 6. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定,並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係,其薪酬會不時檢討。

### 7. 更改本條款及細則

本行有權不時更改[現金套現]分期計劃的每月手續費(如適用)及本條款及細則。本行會以本行認為適當的方式給予閣下事先通知。除非本行於更改生效日期前實際收到在[現金套現]分期計劃下閣下欠本行的所有債務,閣下須受有關更改約束。本行亦有權終止或暫停(或兩者)[現金套現]分期計劃。本行就與[現金套現]分期計劃相關的所有事宜及爭議有最終決定權。

### 8. 第三者權利

除閣下及本行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。

# 9. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。

### 定義

「現金套現」分期計劃指由本行不時提供的信用卡「現金套現」分期計劃。

信用卡指向閣下以基本卡持卡人身分發出並由本行核准參與「現金套現」分期計劃的信用卡。

信用卡戶口指就閣下信用卡設立以供記錄信用卡交易及其他項目的戶口。

信用卡條款指規管閣下信用卡的相關信用卡條款。

**香港**指中華人民共和國香港特別行政區。

供款期指閣下在申請表上指定並已獲本行批核的「現金套現」分期計劃期間。

還款金額的定義見第2(b)(i)條。

**本行**或**本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

提款金額的定義見第2(a)條。

**閣下**或**閣下的**指獲本行發出信用卡的人士。

由2023年1月15日起生效

(注意:如中文譯本與英文本在文義上出現分歧,概以英文本為準。)

# 「現金套現」計劃條款及細則(適用於個人信用卡持卡人)

# 1. 參與「現金套現」計劃的資格

- (a) 閣下須是本行發出的個人基本信用卡主卡持有人方可申請「現金套現」計劃。任何非港幣個人基本信用卡、附屬信用卡、聯營卡、大專學生信用卡、滙財金卡 學生卡、優惠卡或任何銀聯雙幣信用卡或滙豐Pulse銀聯雙幣鑽石卡的人民幣子戶口均不可參與「現金套現」計劃。
- (b) 「現金套現」計劃的提供受本條款及細則(為信用卡條款的附加及補充條款)規限。閣下以任何方式申請「現金套現」 計劃,即被視為已全面接受本條款及細則及信用卡條款(經補充)並受其約束。如本條款及細則的規定與信用卡條 款的規定有任何不一致,概以本條款及細則為準。
- (c) 閣下同意本行有權隨時及不時向任何其他人士或來源獲取及核實有關閣下的資料。尤其閣下同意,為考慮可能提高、降低或修訂信用卡戶口的信用限額,本行有權:
  - (i) 隨時向任何信貸資料機構進行查閱;及
  - (ii) 進行信貸覆核及最少每月向信貸資料機構獲取資料。
- (d) 本行會按本行慣常信貸評估方式決定是否批核閣下的「現金套現」計劃申請。本行有權批核或拒絕閣下的申請或批 核比閣下在申請中要求較低的提款金額而無需給予任何理由或事先通知。本行有權拒絕閣下的申請,如:
  - (i) 閣下在本行持有的任何信用卡戶口在申請當月有任何逾期欠款記錄;

- (ii) 閣下未能提供本行所需的所有資料及文件以處理閣下的申請;或
- (iii) 閣下以其申請或任何已批核提款金額用作償還任何在本行維持的信用卡戶口中未償還的結欠。

#### 2. 範圍及操作

- (a) 於「現金套現」計劃中,閣下可以申請由閣下的合資格信用卡戶口(「信用卡戶口」)提取可用金額至閣下指定的個人銀行戶口或個人信用卡戶口(在本行維持的任何信用卡戶口除外)。
- (b) 如本行批核閣下的「現金套現 | 計劃申請:
  - (i) 本行將於閣下的信用卡戶口提取本行批核的提款金額(「已批核提款金額」)及一次過將已批核提款金額存入或轉賬至閣下在申請中指定的個人銀行戶口或信用卡戶口。為此目的而言:
    - 該銀行戶口必須是閣下以個人名義在本行或香港境內其他金融機構維持的港幣戶口;及
    - 該信用卡戶口必須是閣下以基本卡持卡人身分在香港境內的其他金融機構或信用卡公司維持的港幣信用 卡戶口(在本行維持的任何信用卡戶口除外);
  - (ii) 本行會從信用卡戶口的信用限額扣起已批核提款金額。信用卡戶口的信用限額會隨本行實際收到信用卡戶口中的信用卡繳款後逐漸回升:及
  - (iii) 本行亦可以支票方式或透過結算所自動轉賬系統(CHATS)轉賬已批核提款金額至指定的銀行戶口或信用卡戶口。
- (c) 本行會就每宗「現金套現」計劃申請設定提款金額的最低及最高限額,並於「現金套現」的申請或宣傳單張中指定。
- (d) 閣下申請「現金套現」計劃即被視為已同意本行有權在考慮閣下在申請中要求的提款金額後提高閣下信用卡戶口的信用限額。本行會以郵寄方式通知閣下(i)申請結果、(ii)信用限額的調整(如適用)及(iii)已批核提款金額(如閣下的申請成功)。
- (e) 當本行批核閣下的「現金套現」計劃申請時會在閣下信用卡戶口扣起已批核提款金額,該扣賬會在批核後的首張信用卡月結單上顯示。
- (f) 閣下應確保在任何時候已批核提款金額及閣下信用卡戶口所有其他未償還的結欠(包括所有未記賬的結欠)的總金額不超過閣下信用卡戶口的獲批信用限額。
- (g) 如閣下將已批核提款金額以作償還閣下信用卡戶口或銀行戶口的結欠,閣下必須就此銀行戶口或信用卡戶口繼續還款(及繳付任何財務費用)直至本行已按上列(b)分段轉賬已批核提款金額予閣下。本行就閣下由於或有關「現金套現」計劃申請而招致的任何財務費用及其他費用無需負責。
- (h) 閣下參與「現金套現」計劃及任何由閣下信用卡戶口轉賬的已批核提款金額將不獲享任何「獎賞錢」。
- (i) 本行不會退回閣下就「現金套現」計劃申請向本行提交的文件(包括申請表格)。

### 3. 本行的凌駕性權利

- (a) 本行有權隨時取消任何「現金套現」計劃的批核而毋須通知,並可要求閣下立即全數償還在「現金套現」計劃下欠付本行的所有債務,連同任何利息、費用及收費,如:
  - (i) 不論閣下或本行因任何理由取消或終止信用卡戶口;
  - (ii) 閣下未有繳付任何在本行維持的任何信用卡戶口中到期的金額;
  - (iii) 在本行維持的任何信用卡戶口中並非維持良好的狀況:
  - (iv) 閣下違反本條款及細則或適用於閣下在本行維持的任何信用卡戶口的信用卡條款的任何條文;
  - (v) 閣下提出破產申請或被入稟破產,或閣下未能清還到期的債務;及
- (b) 如本行根據上列(a)分段取消「現金套現」計劃,優惠年息將會被即時取消及在「現金套現」計劃下欠付本行的所有債務則會根據滙豐財富管理及個人銀行業務服務費用簡介(「服務費用簡介」)所載適用於信用卡財務費用規定之利率而定。
- (c) 閣下須按本行要求償還在「現金套現」計劃下欠付本行的所有債務。

# 4. 不可取消但可提前還款

閣下的[現金套現]計劃申請一經本行批核即不可取消,除非閣下全數償還於計劃中所有尚未償還的提款金額及任何利息的總金額。

## 5. 一次性手續費

當本行批核閣下的「現金套現」計劃申請後,本行可就已批核提款金額收取一次性手續費(如適用)。本行會在批核閣下的申請後寄給閣下的批核通知書中列出一次性手續費。

# 6. 財務費用 - 優惠年息

- (a) 未償還的已批核提款金額的財務費用以優惠年息逐日計算,並由已批核提款金額轉賬至閣下指定戶口的完成日期 (日期於批核通知書上列出)後首個的信用卡月結單日起徵收,直至優惠年息完結日(於批核通知書上列出)後的信 用卡月結單日為止。及後,財務費用則會根據服務費用簡介所載適用於信用卡財務費用的收費規定之利率及方式 計算。此外,財務費用將會以逐日累積之結欠計算。
- (b) 此計劃之優惠年息只適用於「現金套現」計劃下的已批核提款金額。其他所有未償還的結欠包括信用卡交易之簽賬及現金貸款之財務費用則根據服務費用簡介所載的利率及財務費用計算。
- (c) 於優惠年息適用的期間內,閣下須要最少如期於到期繳款日或之前繳付信用卡戶口的信用卡月結單上所述之「最低還款額」,否則,閣下的信用卡戶口會被視為逾期還款及此計劃之優惠年息將會被即時取消而毋須事前通知閣下。任何未償還的已批核提款金額之財務費用則會根據服務費用簡介所載適用於信用卡財務費用規定之利率而定。

(d) 除適用於「現金套現」計劃以優惠年息計算的財務費用外,如閣下未有如期於到期繳款日或之前繳付信用卡戶口月 結單結欠,即使閣下已全數繳付「最低還款額」,本行可毋須事先通知而徵收財務費用。視乎閣下使用的服務而定 (例如現金貸款之財務費用),其他費用、收費及利息亦可能適用。財務費用及其他費用的詳情請參閱適用於閣下 信用卡戶口的信用卡條款及服務費用簡介。

#### 7. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定,並不單純按其財務表現來決定。為鼓勵銷售人員與客戶 建立深厚、持久及互利的關係,其薪酬會不時檢討。

#### 8. 更改本條款及細則

本行有權不時提高或調整「現金套現」計劃的優惠年息、手續費(如適用)及更改本條款及細則並需給予閣下事先通知。本行會以本行認為適當的方式給予閣下該事先通知。除非本行於更改生效日期前收到閣下償還在「現金套現」計劃下欠付本行的所有債務,閣下須於通知期完結後受有關該更改約束。

### 9. 第三者權利

只有閣下及本行有權強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。

# 10. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。

#### 定義

香港指中華人民共和國香港特別行政區。

**本行或本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指獲本行發出信用卡的人士。

由2023年1月15日起生效

# 「簽賬分期計劃 | 條款及細則 (適用於個人信用卡持卡人)

### 1. 參與「簽賬分期計劃」的資格

- (a) 閣下須持有本行發出的個人信用卡(不論是基本卡或附屬信用卡)方可申請「簽賬分期計劃」。美元滙財金卡、大專學生信用卡、優惠卡或銀聯雙幣信用卡或滙豐Pulse銀聯雙幣鑽石卡的人民幣子戶口均不可參與「簽賬分期計劃」。
- (b) 「簽賬分期計劃」的提供受本條款及細則(為信用卡條款的附加及補充條款)規限。閣下以任何方式申請「簽賬分期計劃」,即被視為已全面接受本條款及細則及信用卡條款(經補充)並受其約束。如本條款及細則的規定與信用卡條款的規定有任何不一致,概以本條款及細則為準。
- (c) 本行會考慮閣下信用卡戶口的狀況及以往的還款記錄決定是否批核閣下的「簽賬分期計劃」申請。本行有權批核或 拒絕閣下的申請及暫停或終止「簽賬分期計劃」而無需給予任何理由或事先通知。本行就與「簽賬分期計劃」相關的 所有事官及爭議有最終決定權。

# 2. 範圍及操作

- (a) 「簽賬分期計劃」只適用於以信用卡進行並已誌賬的零售交易。「簽賬分期計劃」並不適用於其他交易,不適用的交易包括:
  - (i) 任何未誌賬、被取消或退款的交易;
  - (ii) 現金貸款;
  - (iii) 分期計劃;
  - (iv) 八達通自動增值服務;
  - (v) 「現金套現」分期計劃及/或「現金套現」計劃的提款金額;
  - (vi) 賭博交易;
  - (vii) 購買及/或充值儲值卡或電子錢包;
  - (viii) 於金融機構的交易(包括購買銀行產品及服務);
  - (ix) 於非金融機構的交易(包括購買外匯、匯票及旅行支票);
  - (x) 電匯;及
  - (xi) 所有費用及收費。
- (b) 「簽賬分期計劃」申請必須:
  - (i) 金額最少為港幣1,000元,可包括一項或多項以信用卡進行並已誌賬的零售交易(「**交易簽賬**」)。就基本卡持卡人的申請而言,記賬入附屬信用卡戶口或優惠卡的交易簽賬可與記賬入基本卡信用卡戶口的交易簽賬合併。但就附屬卡持卡人的申請而言,記賬入基本卡信用卡戶口,其他同一基本卡下的附屬信用卡戶口或優惠卡的交易簽賬不能與記賬入附屬信用卡戶口的交易簽賬合併;及
  - (ii) 在相關交易簽賬的付款到期日前最少三個工作天由閣下作出。
- (c) <u>閣下應確保在任何時候(i)信用卡戶口所有未清還的結欠(包括所有未記賬結欠)及(ii)所有應繳付的手續費的總金額</u>不超過閣下信用卡戶口的獲批信用限額。

- (d) 如本行批核閣下的「簽賬分期計劃」申請,本行會從信用卡戶口信用限額扣起相等於(i)獲批核的交易簽賬金額(「獲 批核金額」)及(ii)整段供款期內所有應繳付的手續費的總金額。本行會以獲批核金額除以供款期內的月數再加適用 的手續費計算每期供款的還款金額(合稱「還款金額」)。信用卡戶口的信用限額會隨本行實際收到還款金額後回升。
- (e) 本行會把每期還款金額如一項交易每月記賬入閣下的信用卡戶口並在信用卡結單上顯示。每期還款金額會如記賬入閣下信用卡戶口的零售交易般處理。<u>閣下應以繳付其他零售交易的相同方式繳付每期還款金額。</u>當本行批核閣下的「簽賬分期計劃」申請時會把首次還款金額及應繳付的一筆過手續費記賬入閣下的信用卡戶口,並在批核後的首張信用卡結單上顯示。

### 3. 不可取消但可提前還款

- (a) 閣下的「簽賬分期計劃」申請一經本行批核即不可取消,除非閣下全數清還所有剩餘未清還的還款金額及任何利息及手續費的總金額。閣下須給予本行最少14個工作天的事先通知,並繳付港幣300元的行政費。
- (b) 閣下可提前全數還款。本行不接受提前部分還款。提前還款通知一經發出,如無本行同意不可撤回。即使閣下提前還款,本行亦不會退回任何已繳付的手續費。

#### 4. 手續費

當本行批核閣下的[簽賬分期計劃]申請後,本行會就獲批核金額收取每月手續費或一筆過手續費(如適用)。本行會在不時就有關[簽賬分期計劃]提供的宣傳單張或其他通知中指定手續費。

#### 5. 終止閣下的信用卡

如閣下的信用卡在供款期屆滿前因任何原因被取消或終止,所有剩餘未清還的還款金額及任何應繳付的利息的總金額即時到期,閣下並須即時清還。

#### 6. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定,並不單純按其財務表現來決定。為鼓勵銷售人員與客戶 建立深厚、持久及互利的關係,其薪酬會不時檢討。

#### 7. 更改本條款及細則

<u>本行有權不時更改手續費及本條款及細則。本行會以本行認為適當的方式給予閣下通知。除非本行於更改生效日期前</u>實際收到所有剩餘未清還的還款金額及任何應繳付的利息及手續費的總金額,閣下須受有關更改約束。

### 8. 雜項

- (a) 本行就任何商戶提供的商品及服務無需負責。
- (b) 本行提供及閣下使用「簽賬分期計劃」受適用監管要求規限。

#### 9. 第三者權利

除閣下及本行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。

## 10. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。

# 定義

**「簽賬分期計劃」**指由本行不時提供的「簽賬分期計劃」。

**獲批核金額**的定義見第2(d)條。

信用卡指由本行發出並核准參與「簽賬分期計劃」的信用卡。

信用卡戶口指就信用卡設立以供記錄信用卡交易及其他項目的戶口。如信用卡為銀聯雙幣卡或滙豐Pulse銀聯雙幣鑽石卡・信用卡戶口包括港幣子戶口及人民幣子戶口。

信用卡條款指規管閣下信用卡的相關信用卡條款。

**香港**指中華人民共和國香港特別行政區。

供款期指閣下在申請表上指定並已獲本行批核的「簽賬分期計劃」期間。

交易簽賬的定義見第2(b)(i)條。

**還款金額**的定義見第2(d)條。

**本行**或**本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指獲本行發出有資格參與「簽賬分期計劃」的信用卡(不論是基本卡或附屬信用卡)的人士。

由2023年1月15日起生效

(注意:如中文譯本與英文本在文義上出現分歧,概以英文本為準。)

# 信用卡商戶免息分期付款計劃條款及細則(適用於個人信用卡持卡人)

# 1. 參與分期付款計劃的資格

(a) 閣下須持有本行發出的個人信用卡(不論是基本卡或附屬信用卡(或除非另有指定))方可申請分期付款計劃。美元 滙財金卡、大專學生信用卡、優惠卡、銀聯雙幣信用卡或銀聯雙幣鑽石信用卡均不可參與分期付款計劃。 (b) 本行會考慮閣下信用卡戶口的可用信用限額及其他相關情況決定是否批核閣下的分期付款計劃申請。本行有權不 批核閣下的申請而無需給予理由。

### 2. 使用分期付款計劃

- (a) 閣下使用分期付款計劃限於向指定商戶購買商戶與本行不時協議的商品及服務。
- (b) 閣下不得:
  - (i) 更改或撤銷閣下在分期付款計劃下向商戶發出的訂購指示;
  - (ii) 退換、退回或售回分期付款計劃下購買的任何商品或服務;或
  - (iii) 更改本行指定分期付款計劃的每期供款金額、供款期數或供款期,但閣下可隨時以支票或本行接受的其他方式繳付分期付款計劃下未繳付的總供款金額。

### 3. 分期付款計劃下的支賬

- (a) 閣下的分期付款計劃申請獲本行批核後,閣下信用卡戶口的信用限額即按分期付款計劃的總供款金額相應減低。 信用卡戶口的信用限額會隨閣下繳付每期供款金額及本行實際收到供款後回升。
- (b) 本行會從閣下信用卡戶口每月支取每期供款金額。閣下信用卡戶口結單會將該項支賬顯示為一項信用卡交易。 除非在本條款及細則另有指定,否則:
  - (i) 每期供款金額會如閣下信用卡戶口的零售交易般處理。<u>閣下應以繳付閣下信用卡戶口的信用卡交易的相</u> 同方式繳付每期供款金額;及
  - (ii) 分期付款計劃的提供受本條款及細則(為信用卡條款的附加及補充條款)規限。閣下以任何方式申請分期付款計劃,即被視為已全面接受本條款及細則及信用卡條款(經補充)並受其約束。就分期付款計劃的任何事宜而言,如本條款及細則與信用卡條款有任何不一致,概以本條款及細則為準。
- (c) 閣下授權本行,即使閣下與相關商戶有任何協議或安排與本條款及細則有任何衝突,仍繼續按本條款及細則從 閣下信用卡戶口支賬。
- (d) 所有已繳付的供款金額均不會退回。本行就分期付款計劃下向商戶購買的任何商品或服務無需負責。<u>閣下應直接與相關商戶解決任何爭議。閣下對商戶作出的任何申索不影響亦不會解除或減少閣下繳付分期付款計劃下每月供款的責任及對本行的其他責任。</u>

### 4. 終止閣下的信用卡

如閣下的信用卡在分期付款計劃的供款期屆滿前因任何原因被取消或終止,在取消或終止當日分期付款計劃下未繳付的總供款金額即時到期,閣下並須即時清還。

# 5. 更改本條款及細則

<u>本行有權不時更改本條款及細則。本行會以本行認為適當的方式給予閣下事先通知。除非本行於更改生效日期前</u>實際收到分期付款計劃下未繳付的總供款金額,閣下須受有關更改約束。

## 6. 第三者權利

除閣下及本行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。

# 7. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。

# 定義

信用卡指向閣下發出並由本行指定有提供分期付款計劃的信用卡。

信用卡戶口指就閣下信用卡設立以供記錄信用卡交易及其他項目的戶口。

信用卡條款指規管閣下信用卡的相關信用卡條款。

香港指中華人民共和國香港特別行政區。

**分期付款計劃**指本行不時提供的信用卡商戶免息分期付款計劃。

**本行**或**本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

**閣下**或**閣下的**指獲本行發出個人信用卡的人士。

由2023年1月15日起生效

(注意:如中文譯本與英文本在文義上出現分歧,概以英文本為準。)

# 滙豐Mobile信用卡之信用卡條款附錄

適用於在閣下合資格裝置的手機錢包中儲存的Mobile信用卡

重要提示!閣下在儲存和使用Mobile信用卡前,請細閱本條款及細則以及信用卡條款。閣下儲存及使用Mobile信用卡,即被視為已接受本條款及細則以及信用卡條款,並受其約束。在本條款及細則中使用的詞語的定義載於本條款及細則的末端。

### 1. 本條款及細則補充信用卡條款

- (a) 信用卡條款適用於閣下的Mobile信用卡。信用卡條款中所指的「信用卡」及「信用卡交易」分別包括閣下的Mobile 信用卡及Mobile信用卡交易。
- (b) 本條款及細則補充信用卡條款並兩者一併規管閣下的Mobile信用卡。如本條款及細則與信用卡條款的條文有任何不一致,概以本條款及細則的條文為準。
- (c) 閣下可能需要同意手機錢包供應商另行提供的條款,該等條款規管在手機錢包中登記及儲存閣下的滙豐信用 卡以及手機錢包的使用(包括使用閣下向手機錢包供應商提供的任何數據)。閣下與手機錢包供應商另行同意 的條款,不會更改或推翻本條款及細則以及信用卡條款。

### 2. 登記、儲存及啓動Mobile信用卡

- (a) 閣下可在手機錢包中儲存數碼形式的滙豐信用卡(即Mobile信用卡),但前提是該滙豐信用卡須為本行不時指定的種類及/或信用卡計劃且信用狀況良好。
- (b) 手機錢包供應商可不時限制閣下在一個手機錢包中儲存的Mobile信用卡的數量(本行對此並無控制權)。但是,本行可不時限制儲存同一張滙豐信用卡可儲存於合資格裝置的數量,且閣下應參閱本行關於該等限制的最新通訊。
- (c) 閣下在手機錢包中登記及儲存Mobile信用卡應遵循手機錢包供應商的指示(包括為閣下的合資格裝置安裝最新操作系統)及閣下手機錢包的登記及核實程序。
- (d) 閣下在手機錢包中登記Mobile信用卡,即被視為閣下同意本行按照閣下最後記錄在本行的電話號碼向閣下發送短訊用以核實及啓動用途。如最後記錄在本行的電話號碼不是閣下合資格裝置的電話號碼,短訊將會發送至最後記錄在本行的電話號碼而非閣下的合資格裝置。如本行未有閣下的電話號碼記錄,本行不能向閣下發送短訊,且在該等情況下,閣下應按核實畫面中顯示的號碼致電本行並按照所要求的步驟核實及啓動Mobile信用卡。

### 3. 閣下的責任

- (a) 如閣下不採取本行或手機錢包供應商不時建議的安全防範措施·閣下須承擔就Mobile信用卡或與之有關而遭受 或招致任何損失所帶來的風險。本行就任何該等損失概不負責。閣下應採取包括下列的適當安全防範措施:
  - (i) 採取合理預防措施,確保滙豐信用卡的詳情及與閣下Mobile信用卡、手機錢包及合資格裝置(包括儲存在 閣下合資格裝置及/或任何雲端儲存平台中閣下的裝置密碼、付款密碼、指紋及/或任何其它生物識別憑據) 有關保安細節的安全,並防止其遺失、被竊或對其進行欺詐性使用:
  - (ii) 在任何情況閣下應小心保管及謹慎處理閣下手機錢包及合資格裝置並妥為保管在閣下的個人控制之下:
  - (iii) **不應**容許任何其他人士使用或登入閣下的合資格裝置及手機錢包;
  - (iv) 確保閣下裝置上儲存的生物識別憑據僅屬於閣下·**不應**在閣下的合資格裝置中儲存任何其他人士的指紋或生物識別憑據:並只使用閣下的生物識別憑據來使用閣下的Mobile信用卡或手機錢包:
  - (v) 如閣下有雙胞胎或長相相似的兄弟姊妹,不應使用面孔辨識功能來使用閣下的Mobile信用卡或手機錢包, 建議閣下使用裝置密碼或其他手機錢包供應商建議的生物識別憑據:
  - (vi) 如閣下正值青少年時期,由於面部特徵仍處於迅速發育的階段,不應使用面孔辨識功能來使用閣下的Mobile 信用卡或手機錢包,建議閣下使用裝置密碼或其他手機錢包供應商建議的生物識別憑據:
  - (vii) **不應**於流動裝置中停用、及/或者同意任何有機會影響生物識別憑據安全的設定(例如:於面孔辨識功能中停用能夠感知使用者注視的功能);如果需要更改有關設定,建議閣下使用裝置密碼或其他手機錢包供應商建議的生物識別憑據;
  - (viii) **不應**選擇明顯的數字作為裝置密碼或付款密碼(例如,香港身份證號碼、出生日期、電話號碼、重覆或連續的數字或其他容易被猜測或可通過肩窺獲取的數字),或將閣下的裝置密碼或付款密碼告知任何其他人士或將其寫下或與閣下的合資格裝置一同存放;
  - (ix) **不應**在裝有任何盜版、破解版、偽造或未獲授權應用程式或在軟件保護已被破解的智能手機或其他裝置 (例如「越獄」(jailbroken)或者「已開放根目錄權限」(rooted)的智能手機或裝置)上安裝或開啟手機錢包:
  - (x) <u>定期更改裝置密碼或付款密碼,並使用字母數字代碼為裝置密碼或付款密碼(如適用);</u>
  - (xi) 如閣下已通過裝置密碼或指紋或其他生物識別憑據方式設置了閣下合資格裝置的使用權·閣下應重新審 核該設置,並確保閣下更改了容易被猜測或與任何其他人士共用的任何裝置密碼,並刪除了並非閣下本人 的任何指紋或其他生物識別憑據;
  - (xii) 在閣下處置合資格裝置(例如出售或給予他人)或將合資格裝置暫時轉交他人(例如進行維修及保養)之前, 從手機錢包中刪除閣下的Mobile信用卡:
  - (xiii) 按照第10條的規定,在閣下的Mobile信用卡終止時從手機錢包中移除Mobile信用卡。
- (b) 如閣下對任何其他人洩露閣下滙豐信用卡詳情、裝置密碼、付款密碼或與閣下合資格裝置、手機錢包及Mobile 信用卡有關的其他保安細節,閣下須對此負全責,即使是意外或未獲授權的洩露。閣下須承擔所有因手機錢包 或Mobile信用卡被未經授權人士使用或用作未經授權目的而產生的風險及其後果。

- (c) 閣下須使用本行不時指定的種類或型號的合資格裝置以在手機錢包中登記、儲存及使用Mobile信用卡。本行有權隨時更改合資格裝置的種類或型號或取消現有的種類或型號,而無需事先通知。
- (d) 閣下登記、儲存及使用Mobile信用卡須接通互聯網、具備相容的電訊設備及流動電話服務計劃(如適用)。

# 4. 信用卡戶口及信用額

- (a) 塑料卡形式與數碼形式(即Mobile信用卡)的滙豐信用卡構成同一張信用卡並共用同一個信用卡戶口。
- (b) 所有Mobile信用卡交易會誌入滙豐信用卡結單。閣下的Mobile信用卡將不會有個別的結單。
- (c) <u>閣下塑料卡形式的滙豐信用卡及閣下的Mobile信用卡共用同一個信用卡戶口的信用額。閣下的Mobile信用卡將</u>不會有個別的信用額。

## 5. Mobile信用卡交易、無現金貸款

- (a) 閣下可在接納手機錢包付款的情況下進行Mobile信用卡交易。本行就任何零售商拒絕接納閣下的Mobile信用卡概不負責。
- (b) 閣下不能使用Mobile信用卡於櫃檯提取現金或作現金透支。Mobile信用卡不能連接任何銀行賬戶。閣下的Mobile 信用卡或手機錢包也可能受制於零售商或銷售終端機所規定的某些交易限制(例如付款金額),而該等限制一 般並非適用於閣下的滙豐信用卡。
- (c) 閣下的手機錢包有可能會在一些接納閣下滙豐信用卡之地方不被接納。

### 6. 本行責任的限制

- (a) 閣下確認並接受手機錢包是手機錢包供應商在相容的設備上向閣下提供的。本行不是閣下手機錢包的供應商, 且本行不負責向閣下提供手機錢包服務。本行對手機錢包平臺或閣下的合資格裝置並無控制權。因此,本行對 手機錢包的任何故障或閣下在任何交易中無法使用手機錢包概不負責。就可能影響閣下使用手機錢包的手機 錢包供應商或任何第三方的履約或違約行為而言,本行概不負責。本行就閣下使用或無法使用閣下的手機錢包 (包括閣下的Mobile信用卡)而蒙受或招致的任何損失概不負責。
- (b) 如閣下未能採取適當的安全防範措施(包括第3(a)條,第7(a)條及第10條),本行不負責就任何未經授權交易向閣下退款。

# 7. 遺失、被竊或不當使用

從速報告

(a) 如閣下發現或懷疑閣下的Mobile信用卡或合資格裝置遺失、被竊或遭未經授權持有、控制或使用,或認為他人使用了閣下的Mobile信用卡或合資格裝置,或發現閣下的合資格裝置、手機錢包或Mobile信用卡的保安細節,或閣下的滙豐信用卡、Mobile信用卡、手機錢包或合資格裝置的安全性以任何形式遭受損害,閣下須立即致電滙豐信用卡背面的電話號碼向本行報告。

閣下就未經授權交易的責任

- (b) <u>在本行收到閣下Mobile信用卡遺失、被竊、外洩或未經授權使用的報告前,以閣下的Mobile信用卡進行的所有</u> 未經授權Mobile信用卡交易,閣下均須負責。
- (c) <u>如閣下按本第7條報告Mobile信用卡遺失、被竊、外洩或遭未經授權使用,則閣下就未經授權的Mobile信用卡交</u> 易須承擔的責任最高為[港幣500元]。但請注意,於下列情況該限額並不適用(即閣下須負責全數金額):
  - (i) 如閣下在知情的情況下(不論是否自願)容許任何其他人士使用閣下的手機錢包、Mobile信用卡或合資格裝置:或
  - (ii) 如閣下就使用或保管手機錢包、Mobile信用卡或合資格裝置有欺詐行為或嚴重疏忽。如閣下未有採取本行就使用或保管手機錢包、Mobile信用卡或合資格裝置不時建議的任何安全防範措施,可能被視為閣下的嚴重疏忽。

# 8. 閣下的個人資料

閣下在手機錢包中登記、儲存及使用Mobile信用卡時,可能會向手機錢包供應商提供閣下的個人資料及滙豐信用卡資訊及交易詳情。閣下向手機錢包供應商提供的個人資料及資訊則受手機錢包供應商私隱政策及閣下與手機錢包供應商可能達成的任何合約的規管,本行對閣下該等個人資料及資訊的私隱性及安全性並無控制權。

## 9. 費用及收費

- (a) 所有適用於閣下滙豐信用卡的利息、費用及收費亦適用於Mobile信用卡。
- (b) 閣下須承擔任何流動電話服務供應商、電訊供應商、零售商或手機錢包供應商就閣下儲存、啟動或使用Mobile 信用卡或使用手機錢包及Mobile信用卡進行交易所收取或與之有關的所有費用、收費及開支。

# 10. 終止Mobile信用卡

- (a) 如閣下欲終止Mobile信用卡,閣下應按照手機錢包供應商的指示,從手機錢包中移除閣下的Mobile信用卡。終止Mobile信用卡不會終止塑料卡形式的滙豐信用卡,除非閣下按信用卡條款同時終止了塑料卡形式的滙豐信用卡。
- (b) 如閣下為滙豐信用卡基本卡持卡人,在未終止塑料卡形式的滙豐附屬信用卡的情況下,閣下不能終止附屬卡持卡人的Mobile信用卡。
- (c) 如閣下為Mobile信用卡基本卡持卡人,終止閣下的Mobile信用卡不會終止附屬卡持卡人的Mobile信用卡。
- (d) 本行有權按照信用卡條款暫停、限制或終止閣下的滙豐信用卡。該等權利將延伸至閣下的Mobile信用卡。如按 照信用卡條款暫停、限制或終止了閣下的滙豐信用卡,閣下的Mobile信用卡亦將同時被暫停、限制或終止。
- (e) 如閣下的手機錢包因任何原因被手機錢包供應商暫停、限制或終止,或閣下已按第7(a)條的規定向本行作出報告,本行亦有權暫停、限制或終止Mobile信用卡的使用。
- (f) <u>閣下或本行終止Mobile信用卡後,閣下須按照手機錢包供應商提供的指示,將Mobile信用卡從閣下的手機錢包</u> 中移除。如閣下對如何從合資格裝置中移除Mobile信用卡或對手機錢包有任何問題,應聯絡手機錢包供應商。

- (g) <u>閣下須為所有Mobile信用卡交易負責,不論該等交易是否經閣下授權,直至在終止Mobile信用卡後,閣下將</u> <u>Mobile信用卡從閣下的手機錢包及合資格裝置中移除。</u>
- (h) 單獨終止Mobile信用卡不會影響塑料卡形式的滙豐信用卡,並繼續受信用卡條款的規限。

# 11 更改本附錄

本行有權不時更改本條款及細則。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於更改生效日期前 按第10條終止Mobile信用卡,並將Mobile信用卡從手機錢包及合資格裝置中移除,閣下將受有關更改約束。

### 12. 第三者權利

除閣下及本行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。

### 13. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參表。

# 14. 一般事項

如閣下有任何關於信用卡的問題或投訴,請致電閣下信用卡背面的電話號碼聯絡本行。如閣下的問題或投訴是關於手機錢包的,請使用手機錢包供應商提供的聯絡資料聯絡手機錢包供應商。

### 定義

**附屬卡持卡人**指信用卡條款中所指的附屬卡持卡人。

信用卡戶口指信用卡條款中所指的信用卡戶口。

信用卡條款指規管提供及使用閣下的滙豐信用卡的信用卡條款。

裝置密碼指閣下合資格裝置的使用密碼。

**合資格裝置**指本行不時指定的具備手機錢包功能並可登記及儲存Mobile信用卡的該等型號的智能手機、平板電腦或其他裝置(例如手錶)。

香港指中華人民共和國香港特別行政區。

滙豐信用卡指本行發出的該等類型的塑料卡形式信用卡(不論基本卡或附屬卡)及/或本行不時指定的信用卡計劃。

Mobile信用卡指在閣下合資格裝置的手機錢包中儲存數碼形式的滙豐信用卡。

Mobile信用卡交易指使用閣下的Mobile信用卡進行的任何交易。

手機錢包指儲存閣下Mobile信用卡的一款錢包應用程式,該錢包應用程式由手機錢包供應商提供。

**手機錢包供應商**指本行不時指定,向閣下合資格裝置提供手機錢包的供應商。

本條款及細則指可不時被更改的本條款及細則。

**本行、本行的**指香港 | 海滙豐銀行有限公司及其繼承人及受讓人。

**閣下**或**閣下的**指獲本行發出滙豐信用卡的人士。

由2023年1月15日起生效

(注意:如中文譯本與英文本在文義上出現分歧,概以英文本為準。)

# Credit Card Terms

# Welcome

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# Our Credit Card Terms

These are our terms and conditions. They record the promises we make to each other. It's a legally binding agreement between you and us. We'll call them our Credit Card Terms.

Our Credit Card Terms start when your credit card is approved and used (including activated). When we talk about 'we' or 'us' in this agreement, we mean The Hongkong and Shanghai Banking Corporation Limited. When we talk about 'you' or 'your', we mean the person named on the credit card.

# Key

In this agreement, the following symbols mean:

- Things you need to do
- Things you can't do
- Additional information to help you
- ⚠ Be aware
- O Look closer



# Our Agreement

These Credit Card Terms are our agreement with you. You can't transfer it to anyone else.

These Credit Card Terms	Records promises we make to each other.	You're reading these now.
Key Facts Statement	Includes specific details for your credit card, together with interest rates and credit limit.	Find this on our website.
Fee Schedule	Shows our fees and interest rates for your credit card.	We'll send this to you.
Tariff Guide	Shows all our fees and interest rates.	Find this on our website.
RewardCash Programme	Details of how you can earn and use points.	Find this on our website.
Our Privacy Notice	Explains how we collect, store, use and share your data.	Find this on our website.
Cash Instalment Plan Terms	Records our agreement if a Cash Instalment Plan is provided to you.	Find this on our website.
Cash Credit Plan Terms	Records our agreement if a Cash Credit Plan is provided to you.	Find this on our website.
Spending Instalment Plan Terms	Records our agreement if a Spending Instalment Plan is provided to you.	Find this on our website.
Interest-free Merchant Instalment Plan Terms	Records our agreement with you if an Interest-free Merchant Instalment Plan is provided to you.	Find this on our website.

# Transacting with a credit card

### Authorising a transaction

- You're responsible for every transaction (including a cash advance). This includes where a card linked to your account is used:
  - For a low value contactless payment; or
  - · With your security details.
- Security details are personalised information that confirm a cardholder's identity or which are unique to the cardholder (such as your credit card number, the security code on your credit card, password, PINs, biometric data or signature).

All credit card transactions authorised by a signature are your responsibility, even where:

- The signature used to make the transaction does not match the signature on the credit card; or
- The credit card has not been signed.
- It's important to contact us immediately if you are aware of any unauthorised transaction or your card has been stolen.

  More details can be found in the latter part of these Credit Card Terms.

### Foreign Currency transactions

If your credit card is a Hong Kong dollar card and you make a transaction in a currency other than Hong Kong dollars, we will debit the transaction from your account after converting the transaction into Hong Kong dollars at the exchange rate determined by us by reference to the exchange rate adopted by Visa or Mastercard Worldwide (as applicable) on the date we process the transaction.

# Your credit limit

Your credit limit is the total amount we agree to lend you for your personal use, including any cash advances and any plan(s). See your statement for details of your limit.

### Additional Cardholders

You can ask us to provide a card to someone other than you so that they can access the credit we provide to you. It is our choice whether to allow that person to access the credit we give you. If we allow it, we will issue a credit card to that person and they will be an additional cardholder. Additional cardholders share your entire credit limit and are not provided with a set portion of your credit limit or their own separate amount of credit. We will not provide any Statement to an additional cardholder and all transactions made by an additional cardholder will be shown on the statements we provide to you.

As the account holder, you have full control over and responsibility for all credit cards issued under your account.



This means:

- · You'll have to repay all credit card debt on time;
- You'll be able to check transactions of all cardholders on your statement;
- You'll be responsible for the use of the account by an additional cardholder, including any use that makes you break these Credit Card Terms; and
- We can hold you or the additional cardholder or both liable for the use of that additional card.



Tell your additional cardholders to keep their credit card and security details safe and to contact both you and us straight away if their credit card is lost or stolen or if any data or security details are no longer safe. Additional cardholders will not be liable for the use of any additional card issued to another additional cardholder or the use of the primary card.

# Use of Card at ATMs or for Electronic Payment System (EPS) payment



(1) If you want to operate any of your bank accounts with us with your credit card using an ATM, or if you want to make payment from that bank account through EPS, you have to link that bank account to your credit card. We may specify any conditions or limits relating to the use of ATM or payments through EPS. These conditions or limits may include the following (or any of them):

- The types or number of bank accounts that may be linked to a card:
- The currency of any transaction; and
- Limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment through ATM or



⚠ If you want to use your credit card at an ATM outside Hong Kong for cash withdrawals (including cash advance) and transfers, you are required to set your overseas ATM daily withdrawal and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels designated by us from time to

A fee is payable when you withdraw cash by making a cash advance from your credit card account from an ATM. The fee will be added to your account and will be reflected in your monthly credit card statement. It will reduce the amount of available credit. If you do not repay the fee when it is due, we will charge interest on it.

# How payments can be stopped or delayed

# How to stop or change a payment

1 You can only stop or change future dated payments. Let us know 3 full clear working days before the payment is due and we will try to follow your instructions.

1 If you have already paid, but have a disagreement with a retailer or service provider, you must either raise it with them directly or ask for our help. We need your request within 60 days from the date of the Statement on which the payment is shown, otherwise we may not be able to help vou.

After you have told us about your disputed transaction, we may consider applying a temporary refund to your account. If we apply a temporary refund to your account:

- The value of the refund will be the value of the transaction(s) at the time they were made.
- You will not pay interest or fees on any transaction that has been temporarily refunded until we have made our decision.

After we have applied the temporary refund, we will manage your dispute and:

- For successfully disputed transactions the temporary refund will become permanent.
- . Unsuccessfully disputed transactions will be placed on to your account and you will be responsible for all fees and interest from the date the transaction is recorded on your statement.

If we do not apply a temporary refund to your account, you will continue to be responsible for the payment of that transaction and any fees and interest. If successfully disputed and your money is refunded by the retailer or service provider, we'll credit the amount to your account as soon as we get it.

We won't get involved with issues that you have with any retailer or service provider. This includes, but isn't limited to:

- ◆ The quality of the goods or services you receive;
- Anything that they or their agents fail to do;
- · Your card being refused; or
- Any disputes between you and the retailer or service provider.

We do not have to act on any request by you to set up, change or end autopay or direct debit arrangements if there is any dispute between you and a retailer or service provider.

Your obligation to us will not be relieved or reduced by any claim made by you against any retailer or service provider.

### When we can stop or delay a payment

We can stop or delay a payment if:

- The payment instructions are incorrect or incomplete;
- The payment exceeds your credit limit;
- It may cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency;
- We reasonably suspect fraudulent, illegal or criminal activity; or
- There are circumstances beyond our reasonable control, such as a power failure.

Payments which may exceed your credit limit We can allow transactions to exceed your credit limit without notice to you unless you have already told us that you do not want this to happen. Sometimes, we will allow your credit limit to be exceeded even where you opt out from our over-the-limit-facilities. Instances include the following types of transactions, known as Excluded Card Transactions:

- Any transactions which are not immediately processed
- Octopus Automatic Add-Value transactions;
- · Mobile or contactless payment transactions;
- Approved transactions which are posted later:
- Transactions where the posting amount exceeds the transaction amount, for example, due to currency exchange rate fluctuations in respect of foreign currency transactions; and
- Transactions approved by Visa, Mastercard Worldwide or UnionPay to your Card Account which may result in over-the-limit transactions.

If the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your credit card, we will treat this as your informal request for an over-the-limit facility. We may agree to your request and charge, without prior notice, an overlimit handling fee for considering and agreeing to your request. If we have received and processed your request to opt out from our over-the-limit facilities, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions.

You're responsible for every transaction exceeding the credit

# Your credit card interest and fees

Our Key Facts Statement, Fee Schedule and Tariff Guide show the interest rates and fees for all our different credit cards. Different interest and fees apply to different types of transactions, including for cash advance. You can also find the interest rates that apply to you on your monthly statements. We may vary the interest rates and fees from time to time, please refer to the Key Facts Statements, Fee Schedule and the Tariff Guide for latest information.

How we calculate your finance charges
If you don't pay the full amount due by the due date, we
will charge you finance charges without further notice
even if you have paid the minimum repayment due in full.

The finance charge will be charged on:

- The outstanding amount you have not paid, from the statement date immediately preceding the payment due date until we receive the full payment; and
- The amount of each new transaction posted to your account since that statement date, from the transaction date until we receive full payment.

The finance charge will accrue daily and be calculated at the interest rate per month as specified in our Fee Schedule and Tariff Guide. Different interest rates may apply to outstanding cash advance and outstanding purchase transactions.

If you pay at least the minimum payment by the due date, you'll pay off all the currently billed interest on the account.

If you pay the full amount you owe us immediately on the due date, you won't pay any interest.

#### What fees you have to pay

In addition to finance charges and overlimit handling fees, if you require any additional services, you may have to pay other fees and charges. These other fees and charges are set out in the Key Facts Statement, Fee Schedule and the Tariff Guide, and they include:

- Late charge: this fee is payable (in addition to the finance charge) if you do not pay the minimum payment due in full by the payment due date. The late charge will be debited from your account on the following statement date.
- Cash advance handling fee and cash advance fee: we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance.
- Returned cheque or rejected autopay handling fee: this
  fee is payable if a cheque or autopay is subsequently
  returned or rejected by us.
- Card replacement fee: a handling fee will be charged if your credit card needs to be replaced before renewal such as for stolen or lost credit cards. We will not charge this handling fee if your credit card is an HSBC Premier Mastercard credit card
- Retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you.
- Annual fee: we may charge or waive an annual fee for your credit card and any additional credit cards. If your credit card is an HSBC Premier Mastercard or HSBC Red Credit Card, we will waive the annual fee for such cards and any relevant additional cards.
- Foreign currency transaction fee: we can require you to pay all or some of the transaction fees charged by Visa, Mastercard Worldwide or UnionPay (as applicable) to us on a transaction in a currency other than the currency of
- Any other fees and charges referred to in the Key Facts Statement, Fee Schedule or Tariff Guide.

Depending on your credit card type, you may enjoy an interest-free period on purchase transactions charged to your card. Please refer to the Key Facts Statement for the interest-free period applicable to your card.

# Repayments

What you owe is made up of:

- Transactions you made with your card, including purchase of foreign currencies, gaming chips or lottery tickets, services, cash advances, or funds transfer;
- Any interest; and
- Any fees and charges.

#### The amount you must pay us

We'll give you a statement each month showing the minimum repayment. We'll refer to this as the minimum payment in the statement for that month and you must pay it on or before the due date shown on the statement. We may give you a statement even if you don't need to make a repayment and there is no transaction since the last statement.

If you're going away, please make payment beforehand or on time.

The minimum repayment is calculated as the total fees and charges currently billed to the card statement plus 1% of the statement balance (excluding any fees and charges currently billed) as at the statement date (minimum HK\$300), plus overdue or overlimit due - whichever is higher.

If you have an instalment plan, we'll tell you the total amount you must pay in your statement.

- You can pay more than the minimum repayment and this will reduce the amount of interest you have to pay in the longer term.
- Please don't pay more than the full amount you owe us as we don't pay credit interest. We may return to you any amount above what you owe us by any means we elect.

If you miss a repayment or don't make the full amount of the minimum repayment, we will:

- Charge you applicable fees which can be found in our Fee Schedule and Tariff Guide;
- Add the applicable fees to your balance; and
- Charge interest on the applicable fees.

## We may also:

- $\bullet$  Demand repayment of the total amount you owe us; and
- Ultimately take legal action to recover the amount you owe

   and you may be responsible for our costs of doing this, including costs of our lawyers and third party debt collection agents.

It may be more difficult for you to get credit in the future if you fail to repay any amount when it is due.

We'll continue to charge you interest and fees until the full amount you owe us is paid.

You must pay us any outstanding amounts under or in connection with these Credit Card Terms. This includes interest, fees and charges. We can use or transfer the money from any account you hold with us to reduce your outstanding amounts. We can also combine or consolidate any outstanding amounts under these Credit Card Terms with the balance in any other accounts which you hold with us. This includes accounts held with any of our branches, either solely or jointly and in any currency. We'll tell you when we do this or shortly after.

Tell us if you're encountering any financial difficulties or if you believe your circumstances could soon change.

All amounts paid to us must be made in full without any deduction (for tax or otherwise).

We may deduct from amounts we owe you or otherwise recover from you any amount we must pay to any government, regulators or third parties (tax or otherwise) under law or regulation. This applies even after the credit card is cancelled.

# How we apply your repayments

We will apply your repayment in the following order:

- · Firstly, all fees and charges billed to your account;
- Then, 1% of the statement balance (excluding the billed fees and charges) at a time until you have paid the minimum payment due in full:
- Then, any amount in excess of the minimum payment due will be used to repay the remaining portion of the statement balance according to the applicable monthly interest rate in descending order (i.e. to repay that part of the remaining portion of the statement balance that incurs the highest interest rate first and so on); and
- Then, any amount in excess of the statement balance will be held to the credit of your account.

If we consider it appropriate, we may need to apply your repayments in another order without telling you first.

What to do if your credit card is lost, stolen or misused or unauthorised disclosure of your PIN

What you must do

- Tell us straight away if:
  - · Your credit card is lost, stolen or misused;
  - + You did not authorise the disclosure of your PIN;
  - · You notice any unauthorised transactions; or
  - · Your data or security details are no longer safe.
- Oheck your statements carefully.
- Tell us as soon as possible if you see an unauthorised transaction, your card is lost, stolen or misused or you did not authorise the disclosure of your PIN, as you are responsible for everything until that point. After you've promptly informed us or any member of Visa, Mastercard Worldwide or UnionPay (as applicable), you will be responsible for up to HK\$500 of the unauthorised transactions on each card, except where:
  - You have allowed someone else to use your card or PIN:
  - You have acted fraudulently or with gross negligence when using or safeguarding your card or PIN.
     This includes failing to follow any of the security measures recommended by us; or
  - The transaction is a cash advance.
- If you don't let us know of any unauthorised transactions within 60 days of the date of the statement, we may not be able to take any action. If you do not tell us within the 60 days, then you will not be able to raise any objections or seek any remedies against us for such transactions.

We'll review any unauthorised transactions and let you know if the amount is being refunded. We'll try to complete our investigations as quickly as possible.

- (B) We don't accept dispute requests for the following transaction types:
  - Octopus Automatic Add Value Service (AAVS) auto-reload transactions; or
  - Interest-free Merchant Instalment Transactions (except where merchants closed down).

What happens if you don't tell us that your credit card has been lost, stolen or misused

You'll be responsible for any unauthorised transactions that are charged to your account until you tell us that the card has been lost, stolen or misused.

You'll also be responsible for any unauthorised transactions after you tell us if we reasonably believe that you or an additional cardholder didn't take care of your card or security details, acted fraudulently or with gross negligence, or did not follow these terms – if we discover this after we've already refunded you, we may reverse it.

Protect your credit card, account and security details.

# Suspension, cancellation or closure of your credit card or account

When you can cancel your credit card or account

You can cancel a credit card or account at any time, including an additional card. Just let us know. We'll cancel the card as soon as we can, and will issue a credit card statement for you to make payment of the full balance. The terms of these Credit Card Terms will continue until you repay everything you owe us. All recurring payments you've set up will be cancelled.

# When we can suspend, cancel or close your credit card or account

We can suspend or cancel a credit card or close your account without telling you first if:

- A credit card has not been activated within 18 months of it being issued;
- On your death;
- You haven't repaid what you owe us;
- We believe there is a significantly increased risk that you will not be able to repay the amount you owe us (this could be due to the way you manage this account or any other accounts you have with us, information we receive regarding your creditworthiness or us finding that you are bankrupt or have made an arrangement with your creditors).
- We have requested information about you and your transactions, but you haven't given it to us within a reasonable time:
- You gave us incorrect or misleading information;
- We have concerns about your account's security (such as a suspected misuse of your security details);
- We reasonably suspect there could be gambling, fraudulent, illegal, unauthorised or criminal activities;
- We reasonably believe that if we don't it could put us or another HSBC group member in a position where we may not be following a law, regulation, code, court order or agreement; or
- We believe that it's important as part of our fight against financial crime.

We may not be able to tell you the reason for doing so.

The account must not be used to make any payment for gambling or any illegal activity. If we believe, suspect or know that it has we may either stop the payment, reverse the payment or take any other action we believe is necessary.

# What happens if your credit card or account is suspended, cancelled or closed

If your credit card or account is suspended, cancelled or closed:

- All benefits associated with your credit card and additional credit card will end and you won't be able to redeem any reward points;
- We may disclose information about you and your account to credit reference agencies;
- You'll need to update your payment details for any recurrent or future-dated payments you have set up using your credit card or they won't be paid:
- We can continue to charge you finance charges on any outstanding payments until we receive payment in full;
- You must pay us everything that you owe us, including any amount under transactions effected but not yet charged to your account. Our agreement with you under these Credit Card Terms will continue until you do. We may take you to court to recover the money if you don't.

• We're not responsible for any losses that closing the account may cause, if we act reasonably.

# Changing these terms, interest rates and fees or credit limit

# When we can change these terms, interest rates and fees

We live in a rapidly changing world. Sometimes we need to update our Credit Card Terms, the interest rates or fees.

We will usually give you reasonable notice of any changes which may adversely affect you in these Credit Card Terms, interest rates or fees. We may make changes sooner in some circumstances where there is a benefit to you or where there is no detriment to you. Our changes will be in writing, may be included in your monthly statement and will be sent to you at your postal or electronic address.

#### We can change your credit limit

We set the credit limit based on your credit risk and review it from time to time. We can reduce the credit limit at any time without telling you first. We can increase the credit limit, but before doing so we will tell you in advance of what the new limit is and when it will be available to you.

You can tell us if you don't want us to increase the credit limit. You can also ask us to review and change your credit limit at any time. We will tell you our decision after we have reviewed your credit limit.

## Credit Card rewards

Sometimes we offer different services or benefits to you for using different types of credit cards. You may need to apply for some of these services or benefits. These services and benefits can include rewards and privileges (including RewardCash Programme). We can add to, reduce or change these services or benefits or the terms and conditions relating to your use of the services or benefits from time to time without telling you first. But, we will give you reasonable notice before any change that adversely affects you.

Sometimes these Credit Card Terms and the terms and conditions relating to your use of the services or benefits might say different things. If this happens, for the purposes of the services or benefits, we'll go with whatever those terms and conditions say.

Also, your additional cardholder may use or enjoy certain services and benefits even if you do not use them. You are responsible for the additional cardholder's use of these services or benefits and compliance with the terms and conditions relating to the use of the services or benefits.

# Events beyond our control

We'll do all we reasonably can to carry out our promises to you but there may be times where we can't, for example if legal or regulatory reasons prevent us or something has happened which we can't predict or isn't normal and we couldn't have avoided it even if we used all efforts to. In these situations, we won't be responsible for any losses you may have.

## Other services

## Phone banking

We will tell you about the scope, features and the terms of your use of our phone banking services from time to time.

You authorise us to act on any instructions given by telephone using your phone banking PIN. We do not need to confirm that the person using your phone banking PIN is you. You are responsible for all instructions given by telephone using your phone banking PIN even if you have not authorised these transactions.

If there are insufficient funds or available credit facilities, we have no obligation but may follow instructions given by telephone. We are also not responsible for not following your instructions due to insufficient funds or available credit facilities.

Any exchange rate or interest rate we tell you in response to your telephone instructions is for reference only, unless the rate is confirmed by us for a transaction. You are responsible for any rate confirmed by us and accepted by you for a transaction through the phone banking service.

We may not be able to process your telephone instructions immediately. This may be due to system constraint, equipment malfunction or failure, or other reasons (whether or not beyond our control). We are not responsible for any delay or failure in effecting your telephone instructions.

#### Drop & Go Counter Service

We will tell you about the scope, features and the terms of your use of our Drop & Go Counter Service from time to time.

You should make sure that all documents and items submitted under the Drop & Go Counter Service are fully completed and signed. We may not process any document or item if it is not complete or signed.

If the Drop & Go Counter Service you are using allows for deposit of banknotes, coins and cheques, then we are responsible for these only after we have received, counted and confirmed these items in accordance with our practice. If there is any discrepancy between the details on the pay-in slip and the banknotes, coins and cheques accompanying the pay-in slip or we reject any of these items, then our decision is final and binding on you.

# Collection and disclosure of your information

This section explains how we will use information about you and your connected persons, such as a guarantor, a director or officer of a company, partners or members of a partnership, anyone entitled to more than 10% of the profits or interest, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

Our Privacy Notice also contains important information about how we and the HSBC Group will use such information. Examples of such information includes personal data, information about you, your accounts, credit cards (including additional credit cards), transactions, use of our products and services and your relationship with the HSBC Group and tax information.

Your information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our legitimate business purposes require disclosure;
- The disclosure is made with the data subject's consent; or
- It is disclosed as set out in this section or Our Privacy Notice.

We and other members of the HSBC Group may collect, use and share your information. Your information may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

We and members of the HSBC Group may use, transfer and disclose your information for the purposes set out in this section or in Our Privacy Notice.

You will let us know within 30 days if there are any changes to your information.

# Disputes

Where you provide information (such as personal data or tax information) to us or a member of the HSBC Group about your connected persons, you will inform them of the processing, disclosure and transfer of their information as set out in this section and the Privacy Notice and that they have rights to access and correct their personal information. You have also received their agreement to provide information to us.

We may not be able to provide or continue to provide our services to you if you or any of your connected persons withholds or withdraws any consents that we need to process, transfer or disclose your information (other than for purposes connected with marketing or promotion products and services to you).

## Financial Crime Risk Management Activity

Financial Crime Risk Management Activity can include:

- Screening, intercepting and investigating any instruction, communication, drawdown request, application for our services, or any payment sent to or by you, or on vour behalf:
- Investigating the source of or intended recipient of funds;
- Combining your information and the information of your connected persons with other related information in the possession of the HSBC Group; and
- Making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status or that of your connected persons.

We need to undertake financial crime risk management activities to detect, investigate and prevent financial crime to fulfil our obligations under any laws, international guidance and internal policies or procedures, any demand from government authorities or reporting, disclosure or other obligations.

We and our financial crime risk management activity may lead to delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or your use of our services. If this happens, we will not be responsible for any loss.

#### Tax compliance

You are solely responsible for complying with your tax obligations (including tax payments and filing of returns) in all jurisdictions for the use of your account, your credit card or for services provided by us or an HSBC Group member. These tax obligations also apply to each of your connected persons.

In case you find any discrepancy or inconsistency between the English version and the Chinese version of these Credit Card Terms, we'll go with whatever the English version says.



Please talk to us if you're unhappy about something.

We hope we're always able to resolve any issues between us. If we can't and we end up going to court, the laws of Hong Kong will apply to the interpretation of the terms between us.

Any disputes that go to court will go to the courts of Hong Kong. However, if you or your assets are located in another country or region, the courts of that country or region may hear the dispute.

# Special Terms relating to HSBC Premier Mastercard, Dual Currency credit cards and US Dollar credit card

#### Special Terms relating to HSBC Premier Mastercard

The following terms apply to the HSBC Premier Mastercard and prevail over any similar term contained within these Credit Card Terms:

- If your credit card is an HSBC Premier Mastercard credit card, our agreement with you is also subject to our Integrated Account Terms and Conditions. Sometimes, these documents may say different things. If this happens, for the purposes of this credit card, we'll go with whatever these Credit Card Terms says.
- If you do not have HSBC Premier tier status but we issued you an HSBC Premier Mastercard credit card because you are an HSBC Premier customer of another member of the HSBC Group, we can ask another member of the HSBC Group to collect any amount you owe us. We can also assign any amount you owe us to another member of the HSBC Group and you must pay them that amount in full without any deduction (for tax or otherwise).
- If you have HSBC Premier tier status and have been issued with another HSBC Premier Mastercard credit card offered by another member of the HSBC Group, we can collect any amount you owe them on behalf of that member of the HSBC Group. That member of the HSBC Group can also assign any amount you owe them to us and we can exercise our rights (including our right of set-off) in relation to the assigned amount. All payments to us must be made in full without any deduction (for tax or otherwise).

#### Special Terms relating to Dual Currency credit cards

The following terms apply to dual currency cards and prevail over any similar term contained within these Credit Card Terms:

# HSBC Pulse UnionPay Dual Currency Diamond or UnionPay Dual Currency credit cards

- We will provide two sub-accounts: one for Hong Kong Dollar and another for Renminbi. The credit limit we provide you is allocated between the two sub-accounts. You can ask us to change the allocation of those limits at any time, but we may not be able to do so straight away. The credit limit allocated to the card (for both the Hong Kong Dollar and Renminbi sub-accounts) is always calculated at the prevailing exchange rate as determined by us at the time we set the sub-account credit limits.
- We can charge an overlimit handling fee to each subaccount if you exceed the credit limit allocated to that sub-account.
- We will debit any transaction, including cash advance, in Renminbi to your Renminbi sub-account. All other transactions including cash advances (whether in Hong Kong Dollar or any other currency) will be debited to your Hong Kong dollar sub-account, following the prevailing exchange rate of the day of transaction as determined by us on the date we process the transaction.
- Cash advances have a withdrawal limit. If using a
   UnionPay ATM in Mainland China this limit is the lower of
   (a) your available credit limit allocated to your Renminbi
   sub-account and (b) the limit set by local restrictions. In all
   other places, it is the lower of (a) your available credit limit
   allocated to your Hong Kong dollar sub-account and (b) the
   daily ATM limit.
- If you withdraw cash from a UnionPay ATM and you have already linked one of your bank accounts with us to your credit card ("Linked Account"):
  - In Hong Kong, you can select to withdraw from the Linked Account as a cash withdrawal or your Hong Kong dollar sub-account as a cash advance;
  - In Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account; or
  - If you are outside Mainland China and Hong Kong and have sufficient funds in your Linked Account to cover the entire amount of the cash withdrawal, we will treat the withdrawal as cash withdrawal from the Linked Account. If you do not have enough available balance in your Linked Account, then we will treat the entire withdrawal amount as a cash advance from your Hong Kong dollar sub-account.

## Contact

- If you make a cash advance from your Hong Kong dollar sub-account or your Renminbi sub-account, we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance;
- Except for any cash advance, you will be responsible for unauthorised transactions up to a maximum of HK\$500 for each of your sub-accounts (both Hong Kong Dollar and Renminbi), except where:
  - You have knowingly permitted any other person to use your card or PIN;
- If you have acted fraudulently or with gross negligence in using or safeguarding your card or PIN. Your failure to follow any of the security measures recommended by us from time to time may be treated as your gross negligence; or
- The transaction is a cash advance in which case you will be responsible for the full advance.

You should let us know as soon as possible if any transaction has been made without your authorisation as you are responsible for all transactions up to that point.

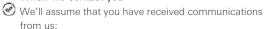
- You should pay the amount you owe us on each subaccount separately in its own currency. If you use a Hong Kong dollar bank account to pay the amount you owe in Renminbi, we will use the prevailing exchange rate determined by us on the day the payment is made to convert it from Hong Kong dollars to Renminbi. If you do not have sufficient funds to allow the conversion, then no payment will be taken and you may have to pay finance or late charges (or both).
- When we apply your repayment for these credit cards, we will not convert or transfer any repayment made to one sub-account to settle the outstanding balance in the other sub-account.

We can charge any fees and charges payable by you to any one or more of your sub-accounts.

# Special Terms relating to US Dollar credit card US\$ Visa Gold credit card

- You will maintain a US\$ Current, US\$ Savings or CombiNations Savings Account with us.
- You authorise us to debit the US\$ Account specified in your application form to pay the Minimum Payment Due (or such greater amount as you may have authorised us) to your Card Account on each Payment Due Date.
- If you do not have sufficient funds to allow the conversion, then no payment will be taken and you may have to pay finance or late charges (or both).

#### When we contact you



- Immediately if we hand deliver or leave at your address we have in our records:
- Immediately after we make it available on internet banking or send by email or sms:
- If address is in Hong Kong, 48 hours after posting, if sent by
- If address is outside Hong Kong, 7 days after posting, if sent by post.

#### How you can contact us By phone

- Jade Customers (852) 2233 3033
- Premier Customers (852) 2233 3322
- Other Personal Banking Customers (852) 2233 3000

#### In person

Visit any of our branches

Effective from 15 January 2023



#### Fee Schedule

Fee Schedule Charms													
	Charge HSBC Running Charge									T			
ltem	HSBC Premier Mastercard® Credit Card	Advance Visa Platinum Card	HSBC Red Credit Card	HSBC Visa Signature Card	HSBC EveryMile Credit Card	Platinum Card (incl. green credit card)	Visa Gold, Gold Mastercard	Visa, Mastercard	iCAN Card	US dollar Visa Gold	HSBC Pulse UnionPay Dual Currency Diamond Card	UnionPay Dual Currency Card	
Annual fee													
Primary card	waived permanently	waived permanently	waived permanently	HK\$2,000	HK\$2,000	HK\$1,800	HK\$600	HK\$300	HK\$300	US\$80	HK\$1,800	HK\$300	
Additional card (separate billing)	N/A	N/A	N/A	N/A	N/A	N/A	HK\$600	HK\$300	N/A	US\$80	N/A	N/A	
Additional card (combined billing)	waived permanently	waived permanently	waived permanently	HK\$1,000	N/A	HK\$900	HK\$300	HK\$150	N/A	US\$40	HK\$900	HK\$150	
Card replacement fee		Ι					1	I					
Card replacement before renewal Virtual card account	waived N/A	HK\$100 N/A	HK\$100 N/A	HK\$100 N/A	HK\$100 N/A	HK\$100 N/A	HK\$100 N/A	HK\$100 N/A	HK\$100 HK\$100	US\$13 N/A	HK\$100 N/A	HK\$100 N/A	
Cash advance fee	IWA	INA	19/5	INA	IWA	IWA	IWA	IWA.	11100	IVA	IVA	IVA	
From ATM (per transaction)	Handling fee of 1% on the Lash advance amount (minimum HK\$100)¹ cash advance amount (minimum HK\$100)¹ (minimum US\$7)¹ RMB100 for RMB sub-acco											D sub-account/minimum	
Over-the-counter advances (per transaction)	Handling fee of 1% on the cash advance amount (minimum HK\$120)¹									Handling fee of 1% on the cash advance amount (minimum US\$10)1	e N/A		
Minimum payment due	Total fees and charges currently billed to the card statement plus 1% of the statement balance (excluding any fees and charges currently billed) as at the statement date (minimum HKS300), plus overdue or overlimit due whichever is higher  Total fees and charges currently billed to the card statement plus 1% of the statement balance (excluding any fees and charges currently balance currently balance currently billed) as at the statement date (minimum HKS300), plus overdue or overlimit due whichever is higher  FMB300 for FMB sub-account or overlimit due of each sub-active currently billed to the card statement balance (excluding any fees and charges currently balance (excluding any fees an											lus 1% of the statement es and charges currently unt as at the statement for HKD sub-account/ count), plus the overdue ub-account whichever is	
Duplicate statement Each statement	HK\$30^									US\$4^	HK\$30^		
Finance charge	If you pay the statement balance in full on or before the payment due date, you will enjoy free interest on the statement balance. If you fail to do so, we may change, without prior notice, a finance change wh interest on (a) the unpaid statement belance from the statement due immediately preceding the said statement due date until payment in full and (b) the amount of each new transaction posted since such s date until payment in full. The finance change will accord eaily and be calculated at the interest rate of 25% per month (equivalent to the APRs is table below)												
Annualised Percentage													
On purchase	35.42%												
On cash advance (inclusive of the handling and cash advance fees) On Cash Credit Plan	35.94% 34.17%												
Late charge <sup>3</sup>	The amount of minimum payment due or HK\$300, whichever is the lower									N/A	For HKD sub-account The amount of minimum payment due or HK\$300, whichever is the lower For RMB sub-account The amount of minimum payment due or RMB300, whichever is the lower		
Early Repayment Fee of Cash Instalment Plan	2% of outstanding principal									N/A	For HKD sub-account 2% of outstanding principal For RMB sub-account N/A		
Early Repayment Fee of Spending Instalment Plan	Total amount of outstanding monthly handling fee for the remaining Instalment Period plus any interest (if applicable) and an administration fee of HKD300.									N/A	For HKD sub-account Total amount of outstanding monthly handling fee for the remaining Instalment Period plus any interest (if applicable) and an administration fee of HKD000. For RMB sub-account N/A		
Overlimit handling fee <sup>4</sup> (applicable if the current balance excluding all the fees and charges currently billed to the card statement exceeds the credit limit for the time being assigned to the card account)	HK\$90	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	US\$24	HK\$180 for HKI RMB180 for RN		
Over-the-counter payment handling fee Per transaction	HK\$20												
Foreign cheque clearing fee	HK\$100									US\$13	HK\$100 for HKD sub-account/ RMB100 for RMB sub-account		
Returned cheque/ Rejected autoPay <sup>5</sup> (if drawn on banks other than HSBC)	HK\$100									US\$13	HK\$100 for HKD sub-account/ RMB100 for RMB sub-account		
Sales slip retrieval Each photocopy	HK\$30									US\$4	HK\$30 for HKD sub-account/ RMB30 for RMB sub-account		
Card reference letter	HK\$150 US\$20 HK\$150												
Paper statement <sup>6</sup> To receive paper statements		HK\$60 per customer p.a.											
Fees Relating to Foreign Currency Transaction	1% charged	1,95% of every card transaction* which is effected in currencies other than Hong Kong dollars (for HK dollar personal credit cards)US dollars (for USD Visa Gold Card)  *The fee relating to foreign currency transactions applicable for HK dollar personal credit cards and USD Visa Gold Card is inclusive of the transaction which is effected in currencies of the tra											

This charge also applies to non-HSBC customers.

The APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied to your card account may be different. US dollar Visa Gold Card requires payment of the statement balance in full and the APR (calculated by assuming only 1% of the current balance plus the total fees and charges currently billed to the card statement are settled each month) is for reference only.

If you fail to make the minimum payment in full before the due date, we may charge, without prior notice, a late charge in addition to finance charge.

If your statement balance (excluding all fees and charges currently billed to your card account) exceeds the existing credit limit on your card, we will treat this as a considerable contents.

If your statement balance (excluding all fees and charges currently billed to your card account) exceeds the existing credit limit on your card, we will treat this as your informal request for raising your credit limit. We may agree to your request and charge, without prior notice, a handling fee for considering and agreeing to your request.

If you present a cheque drawn on, or make an autoPay payment from, banks other than HSBC for the purpose of credit card repayment, and the cheque or payment is subsequently returned or rejected, we will treat this as your informal request for special handling services and may charge, without prior notice, a handling fee for such service.

Effective 1 January 2023, this standard charge applies to Personal Banking HK Dollar Current, SuperEase, HSBC Jade, HSBC Premier, HSBC One, Personal Integrated Account, University Student Account, Cash Card, Renninbi Savings, HK Dollar Statement Savings, CombiNations Statement Savings, Foreign Currency Current or any Credit Card account if account holders receive any paper statement in a full calendar year. The following group of customers will be exempt from the annual fee: aged below 18 or 65 and above, recipients of Government's Comprehensive Social Security Allowance, recipients of Government's Disability Allowance and the physically disabled or visually impaired.

The other above-mentioned charges are also applicable to standalone Private Label Card. Card Replacement Fee for Standalone Private Label Card is HKD30. We will accumulate your estatements for credit card accounts up to 84 months. If an eStatement within the past 84 months is not displayed on Online or Mobile Banking, you can request a paper statement and the fee will be waived.

# The Hongkong and Shanghai Banking Corporation Limited

#### HSBC Premier MasterCard IMPORTANT INFORMATION FOR CUSTOMERS

- Information on your HSBC Premier MasterCard
- ATM Card Terms and Conditions
- RewardCash Programme Terms and Conditions
- Terms and Conditions for the Credit Card Cash Instalment Plan applicable to Personal Credit Card Cardholders
- Terms and Conditions for Cash Credit Plan applicable to Personal Credit Card Cardholders
- Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders
- Terms and Conditions for the Credit Card Interest-free Merchant Instalment Plan applicable to Personal Credit Card Cardholders
- HSBC Mobile Credit Card Addendum to Credit Card Terms

# Information on your HSBC Premier MasterCard

The following information on the use of a credit card from HSBC is for your reference. For a comprehensive set of legally binding terms and conditions, please refer to the Credit Card Terms.

- 1 For your own protection, please take good care of your credit card from HSBC (the Bank) and note the security of your personal identification number (PIN):
  - a) Sign your card as soon as you receive it.
  - b) Keep a note of your card number in a safe place, separate from the card.
  - c) Keep your card in a secure place and treat it as if it were cash.
  - d) Remember to take your card from the Automated Teller Machine (ATM)after use.
  - e) Always complete the 'total' box on the sales slip, with a currency sign before the numbers, and don't leave space for extra figures.
  - f) Watch and ensure that only one sales slip is imprinted for each transaction.
  - g) Make sure your card is returned to you promptly after use.
  - h) Keep the customer copy of your sales slips and check them against your monthly statements.
  - i) Destroy your personal identification number (PIN) advice after memorising it.
  - j) Do not write down or record your PIN. If you wish to keep a written record of your PIN, disguise it and never keep it on or close to your card.
  - k) Do not let anyone else use your card and PIN.
  - I) Do not choose obvious numbers for your PIN, such as your ID card number, date of birth, personal telephone numbers or other easily accessible personal information.
  - m) For extra security, change your PIN regularly.
  - n) Make sure your PIN is protected from view when you access our Interactive Voice Response System (IVRS), logon to the HSBC on-line banking service, and use the ATM or any other electronic payment terminal. If you think someone has seen your PIN, change it immediately.
- 2 If your card/PIN has been lost or stolen, or if your PIN is disclosed to a third party, please report the incident immediately by calling HSBC Premier Hotline on (852) 2233 3322 or inform the nearest HSBC branch. If you are overseas, report to any MasterCard member bank.
  - Please note that you are liable for all amounts debited to your credit card as a result of the unauthorised use of your card/PIN until you report loss, theft or disclosure of your card or PIN. Provided that you have not knowingly provided your card to a third party, or you have not acted fraudulently or with gross negligence, and you have informed us as soon as practicable after having found that your card has been lost, stolen or disclosed, your liability for the card transactions will be limited to a maximum of HK\$500 (except that cash advances effected with the use of the PIN will not be subject to this limit).
- Each credit card is assigned a credit limit that applies to both purchase and cash advance transactions. For your own credit limit, please refer to your card statement. The Bank may at its discretion allow for any card transactions exceeding the credit limit, and reduce the credit limit according to the result of its credit risk assessment of you or the card account, without prior notice to you. You may choose to opt out of the over-the-limit facility for your Card Account. After the opt-out has taken effect, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payments and transactions approved yet late posted) without prior notice to the Cardholder.
- 4 If you draw a cash advance at the counter of the Bank, the withdrawal limit will be equal to your available credit limit. If you draw a cash advance through Automated Teller Machines (ATMs), there will be a daily limit of HK\$20,000 or your available credit limit whichever is lower.
- All funds credited to the Card Account will be applied to reduce its outstanding balance. Any credit balance resulting from this will be added to the available credit limit.

- If you maintain other account(s) with the Bank and you have linked them to your credit card, you may use your credit card to withdraw cash/transfer fund from the account(s) through ATMs or to pay funds from the account(s) through the Easy Pay System (EPS). There is a daily cash withdrawal limit of HK\$80,000 for ATMs (or the local currency equivalent if drawn from an ATM overseas) and a daily transfer limit of HK\$400,000 for transfers to any accounts not linked to the credit card. There is no limit imposed on transfers among your accounts linked to the credit card. For payment through EPS, the daily maximum limit is HK\$50,000.
- 7 You may register for HSBC's internet banking services using your credit card and your credit card PIN to perform banking transactions online. The use of such facility will be subject to the Bank's Terms and Conditions for HSBC Internet Banking.
- 8 The Bank accepts no responsibility for the non-acceptance of the card by any merchant, or for the quality of goods and services provided by any merchant, or for any regular payment arrangement with any merchant. If you have any concerns regarding a merchant, you may call HSBC Premier Hotline on (852) 2233 3322. However, a cardholder is required to settle the related transaction(s) even if he/she is claiming against the merchant.
- 9 Upon receipt of your credit card statement, please check the entries against your credit card sales slips. If you have any queries on the statement entries, you should refer to the Bank by calling HSBC Premier Hotline within 60 days of the statement date.
- 10 On all purchase transactions charged to your card, you can enjoy an interest-free period of up to 56 days.
- 11 If you are holding a Hong Kong dollar credit card issued by the Bank, transactions effected in currencies other than Hong Kong dollars will be debited to the Card Account after conversion into Hong Kong dollars at a rate of exchange determined by reference to the exchange rate adopted by MasterCard Worldwide on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by MasterCard Worldwide to the Bank, if applicable, which fees may be shared with the Bank.
- 12 The following fees and charges apply as appropriate:
  - a) Finance charge: No finance charge will be payable if the payment of the whole of the statement balance is received by the Bank on or before the payment due date. If the cardholder fails to pay the Bank the whole of the statement balance by the payment due date, a finance charge will be applied (a) to the unpaid statement balance from the statement date immediately preceding the said payment due date until payment in full and (b) to the amount of each new transaction being posted since the statement date immediately preceding the said payment due date, from the transaction date until payment in full. The finance charge will accrue daily and be calculated at the interest rate of 2.65% per month (equivalent to an annualized percentage rate (APR) of up to 35.42% on purchase and 35.94% on cash advance, inclusive of the handling fee and cash advance fee)\*.
  - b) Late Charge: If the minimum payment due is not received by the Bank on or before the payment due date, a late charge equivalent to the amount of minimum payment due or HK\$300, whichever is the lower, will be levied on the card account.
  - c) Overlimit handling fee: If the statement balance (excluding all the fees and charges currently billed to the card statement) exceeds the credit limit for the time being assigned to the card account, an overlimit handling fee of HK\$90 will be debited to the card account on the statement date.
  - d) Cash advance fee: Cash advances include all cash withdrawals made from the Card Account including withdrawals from funds credited to the Card Account. It will be subject to a handling fee of 1% on the cash advance amount (a minimum of HK\$120 for an over-the-counter cash advance and a minimum of HK\$100 for an advance made from an ATM or through any other channels). The charges are flat and shall be debited to the card account as at the date of the advance.
  - e) Card replacement fee: Waived for HSBC Premier Credit Card.
  - f) Returned cheque/rejected autoPay: A handling fee of HK\$100 will be charged to the card account for each returned cheque or rejected autoPay if it is drawn on a bank other than HSBC.
  - g) Annual fee: No annual fee for HSBC Premier Credit Card primary and combined additional cards.

This fee is subject to change at the Bank's discretion.

If you require any additional services (such as extra copies of account statements, clearing of foreign cheques paid into the account, etc.), other fees and charges may apply. For details, please refer to "Bank Tariff guide for HSBC Wealth and Personal Banking Customers" available at any HSBC branch in Hong Kong.

- 13 Termination of your card will not automatically lead to termination of any merchant auto payment arrangement, such as autoPay, instalment plan, etc., that are set up or authorised prior to the termination of the card. If you wish to modify/terminate any merchant auto payment arrangement, please directly contact the related merchant(s) who will be responsible for making the necessary arrangements.
- 14 Whether you are a primary cardholder or an additional cardholder, if you maintain an outstanding balance on your card account (or, if you are the primary cardholder, any additional card account also), the Bank may, without notice, combine or consolidate the outstanding balance with any other account(s) (including credit card and deposit accounts) that you maintain with the Bank and set-off or transfer the money to settle the outstanding balance of your card account (or, for a primary cardholder, any additional card account).
- 15 Upon termination of a card account or a cardholder's bankruptcy or death, the cardholder or his/her estate has to pay in full to the Bank the whole of the outstanding balance of his/her card account together with the amount of any transactions effected but not yet charged to the account. The Bank may employ third parties to collect any outstandings and request reimbursement of all cost or charges reasonably incurred from the cardholder or his/her estate.
- 16 As a primary cardholder, you are liable for the use of the primary as well as any additional card. The Bank may recover any outstandings and charges incurred by the additional card from either the primary or the additional cardholder or both. However, an additional cardholder is liable for the use of his/her own additional card only and is not liable for the associated primary card or any other additional cards linked to that primary card account.

- 17 Your card may not be used for payment of any gambling or other transaction which is illegal under any applicable laws. We have a chargeback right in respect of such transactions effected.
- \* This APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied may be different. Please call HSBC Customer Service Hotline on (852) 2233 3000 for enquiries.

Effective from 30 December 2022

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

#### ATM Card Terms and Conditions

IMPORTANT! Before you use your ATM Card, please read these Terms and Conditions carefully. By using (which includes activating) your ATM Card, you will be considered to have accepted these Terms and Conditions and will be bound by them.

The terms used in this Terms and Conditions are defined at the end.

- 1. Your ATM Card remains our property. You should return it to us upon our request.
- 2. We may offer, vary, suspend or withdraw any Service at any time without prior notice. Without limiting our right, we may set daily transaction limits or specify the scope of any Service available in or outside Hong Kong. If you want to use your Card at an ATM outside Hong Kong for cash withdrawals and transfers, you are required to set your ATM daily withdrawal and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels designated by us from time to time.
- 3. You should not transfer your ATM Card or PIN or allow any other person to use your ATM Card or PIN. You should keep your PIN strictly confidential. You should not write down or keep the PIN on or close to your ATM Card or handle it in any other way that may enable another person to use your ATM Card.
- 4. (a) You are responsible for all transactions effected by the use of your ATM Card (including all related fees and charges). You should promptly report to us any loss, theft, disclosure or unauthorised use of your ATM Card or PIN, followed by a written confirmation as soon as reasonably practicable. You will be responsible for all transactions effected by the use of your ATM Card before we receive your report.
  - (b) If you report loss, theft, disclosure or unauthorised use of your ATM Card or PIN in accordance with Clause 4(a), your maximum liability for unauthorised transactions is HKD500 per ATM Card.
  - (c) However, please note that the limit referred to in Clause 4(b) DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
    - (i) if you have knowingly (whether or not voluntarily) permitted any other person to use your ATM Card or PIN: or
    - (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your ATM Card or PIN. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your ATM Card or PIN may be treated as your gross negligence.
  - (d) We have no obligation but may issue a replacement ATM Card to you. If we issue a replacement ATM Card, we will charge a handling fee by debiting any Account.
- 5. We will debit the amount withdrawn, transferred or otherwise disposed of by the use of your ATM Card from the related Account. You will be unable to effect a transaction if there are insufficient funds in the related Account.
- 6. (a) You may deposit any Item to your Account using any means accepted by us from time to time. <u>Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched.</u>
  - (b) We have the right to require you to provide details of an Item when depositing it. You will provide accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the applicable Account accordingly.
  - (c) We accept an Item for deposit into an Account subject to final payment or clearing. We may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an Item is not actually received by us for any reason, we have the right to debit the relevant Account with the appropriate amount plus any charges.
- 7. We are not liable to you or any other person for the following (or any of them):
  - (a) any delay or failure in providing any of the Services or our equipment or other facilities to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and
  - (b) any consequential or indirect loss arising from or in connection with the use of your ATM Card.
- 8. We will give prior notice for fees and charges in connection with the use of your ATM Card. We will debit the fees and charges as we consider reasonable from any Account.
- 9. You authorise us to disclose, in strict confidence, to other institutions (whether in or outside Hong Kong) personal data and information about you. Such disclosure may be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Services relating to your ATM Card.
- 10. We have the right to vary these Terms and Conditions (including fees and charges) from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your ATM Card is returned to us for cancellation before the date on which that variation takes effect.

- 11. We may give notice by way of publication, display at our premises, post or in any other manner we consider appropriate. Notice given in a manner we consider appropriate will be binding on you. You will be considered as having received any notice given by us by post after we have posted it to the address last notified by you:
  - (a) 48 hours after posting (if that address is in Hong Kong); or
  - (b) seven days after posting (if that address is outside Hong Kong).
- 12. If you and any other person sign or agree to be bound by these Terms and Conditions:
  - (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the ATM Card, the Services or these Terms and Conditions; and
  - (b) any notice from us to any one of these persons will be considered effective notice to all other persons.
- 13. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- 14. These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the nonexclusive jurisdiction of the Hong Kong courts.
- 15. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### **Definitions**

Account means any account we allow you to access by the use of the ATM Card.

ATM means an automated teller machine.

**ATM Card** means any card issued to you by us in relation to any Account which may be used to effect transactions by electronic means, whether at an ATM, a point of sale terminal or other devices as we may make available or accept from time to time.

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

Item means any cheque or other monetary instrument which we may accept for deposit.

PIN means any personal identification number or code that applies or is used by us to identify you when you access information, give instructions or make a transaction using an ATM Card. A PIN may be designated by us or you.

Service means any service which we may provide or procure in relation to an ATM Card.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue an ATM Card.

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

# RewardCash Programme Terms and Conditions

# A. General Terms and Condition

Who may participate in RewardCash Programme

- 1. We may offer, vary, suspend or withdraw different benefits, schemes or arrangements under the RewardCash Programme. The availability or redemption of some benefits, schemes or arrangements may be governed by further terms and conditions specified by us from time to time. Such benefits, schemes or arrangements may include RewardCash e-Shop, RewardCash Certificate Scheme, Instant RewardCash Redemption at Merchants and Mileage Programme.
- 2. Only personal credit cards issued by us in Hong Kong and of the types specified by us from time to time are eligible for the RewardCash Programme. We have the right to specify and vary the types of credit cards that are eligible for the RewardCash Programme. We may exclude (a) any types of credit cards from the RewardCash Programme, or (b) any benefits, schemes or arrangements under the RewardCash Programme. Unless we specify otherwise, eligible credit cards include Visa, MasterCard and UnionPay credit cards. Eligible credit cards may be primary cards or additional cards and may be denominated in Hong Kong dollar, Renminbi or United States dollar. Standalone private label card and iCAN card are not eligible for the RewardCash Programme.
- 3. Your participation in the RewardCash Programme is governed by these Terms and Conditions and any other terms and conditions specified by us from time to time. If any dispute arises in relation to the RewardCash Programme, our decision or (if applicable) the relevant merchant's decision is final. Such dispute may include (a) any dispute over your eligibility for participation, your entitlement to benefits, records of redemption or other activities or transactions, or (b) any dispute between you and any merchant participating in the RewardCash Programme.

# Earning RewardCash

- 4. Except as specified in Clause 5, you earn \$1 RewardCash for:
  - (a) every HK\$250 spent with your eligible card denominated in Hong Kong dollar;
  - (b) every US\$30 spent with your USD Visa Gold Card; or
  - (c) every RMB250 spent with your UnionPay Dual Currency credit card Renminbi sub-account.

- 5. We have the right not to award or allow you to use RewardCash unless your credit card and card account are valid and in good standing. We also have the right to specify and vary from time to time the RewardCash earning rate and the types of spending that do not earn RewardCash. At present, spending types that do not earn RewardCash include the following:
  - (a) cash advance;
  - (b) fees and charges;
  - (c) withdrawals under a cash or spending instalment plan;
  - (d) (i) online bill payments to the Inland Revenue Department made with any credit card,
    - (ii) online bill payments under bill type of policy loan repayment to insurance companies made with any credit card, and
    - (iii) online bill payments made with a Classic, Gold or UnionPay Dual Currency credit card.

RewardCash will be awarded only for the first HK\$10,000 eligible online bill payments made using an eligible credit card in each monthly statement cycle; and

- (e) quasi cash transactions including:
  - (i) betting and gambling transactions,
  - (ii) transactions at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques),
  - (iii) transactions at financial institutions (including purchase of merchandise and services from banks),
  - (iv) wire transfers, and
  - (v) purchase and/or reload of stored value cards or e-Wallets (except for reload to PayMe and via Octopus Automatic Added Value Service), according to the merchant codes issued by Visa, MasterCard Worldwide or UnionPay (as applicable) from time to time.
- 6. A card transaction does not earn RewardCash if:
  - (a) it is unposted; or
  - (b) it is posted but subsequently cancelled, reversed or refunded (including tax refund on purchases) in whole or in part.
- 7. We will credit RewardCash earned by you to your card account. For the purpose of calculating your RewardCash entitlement, we will carry forward:
  - (a) any odd dollars spent to the next card transaction; and
  - (b) any odd dollars remaining on a statement date to the following statement month.
- 8. For a purchase under an instalment plan, you earn RewardCash as and when an instalment amount is posted to your card account. Posting of such amount may be in a lump sum or in instalments depending on the types and features of instalment plan.

# Expiration of RewardCash

9. RewardCash earned is usually valid for at least one year and for up to two years. RewardCash earned with HSBC Premier MasterCard and HSBC Advance Visa Platinum cards is valid for up to three years. The expiry date for RewardCash earned on a card will be the date of the card statement of the expiry month (regardless of the year) of the card. The expiry month will be shown in your card statement and (if applicable) your HSBC Internet Banking profile.

Transfer, pooling and redemption of RewardCash

- 10. (a) RewardCash is not transferable unless we otherwise specify. RewardCash may be transferred from one primary cardholder to another through our Reward+ App. You will be able to receive RewardCash without installing Reward+ App or registering for the RewardCash transfer function on Reward+ App.
  - (b) You may pool RewardCash earned with various credit cards issued to you under the same Hong Kong Identity Card or Passport number, unless otherwise specified in these Terms and Conditions. If you are a primary cardholder, you may also pool RewardCash earned with additional cards.
- 11. We have the right to specify and vary the amount of RewardCash for redeeming various products and services from time to time. We have the right to accept or decline your request to redeem RewardCash. If you have not accumulated sufficient amount of RewardCash to redeem a product or service, any request to redeem or any purchase order will be cancelled automatically.
- 12. Once a redemption request or purchase order has been accepted by us or a participating merchant, you are not allowed to change, cancel or seek refund on it or exchange any redeemed item.
- 13. (a) We have the right to forfeit or cancel any accumulated RewardCash and terminate your credit card if, in our reasonable opinion, there is fraud or abuse relating to the earning, pooling, redeeming or using (including transfer or conversion) of your RewardCash. Such fraud or abuse may include obtaining refund of the amount of a transaction by any means after earning RewardCash for that transaction.
  - (b) We have the right to cancel any accumulated RewardCash upon the termination of your credit card by you or by us.

## Participating merchants

- 14. We have the right to specify and vary from time to time without notice (a) the merchants participating in the RewardCash Programme, or (b) any scheme or arrangement under the RewardCash Programme. We are not liable to you for any change of merchants. You may visit our website for the latest list of participating merchants.
- 15. Redemption of goods, services, vouchers, certificates, coupons or other benefits at a participating merchant is subject to the merchant's policy and the terms and conditions specified by the merchant.

#### Miscellaneous

- 16. We are not supplier of any products or services redeemable under the RewardCash Programme. We do not accept any liability relating to them. We are not responsible for lost, damaged or stolen products, vouchers, certificates or coupons redeemed or exchanged by you under the RewardCash Programme.
- 17. The general terms and conditions set out in Section A of these Terms and Conditions apply to all benefits, schemes or arrangements under the RewardCash Programme. If any such benefit, scheme or arrangement is also governed by further terms and conditions, the further terms and conditions prevail over the general terms and conditions to the extent of any inconsistency between them. Such further terms and conditions may be set out in these Terms and Conditions or separately. We have the right to vary these Terms and Conditions and any other terms and conditions relating to the RewardCash Programme from time to time by notice.
- 18. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- 19. These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the nonexclusive jurisdiction of the Hong Kong courts.
- 20. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### B) RewardCash e-Shop

- 21. We have the right to change or remove items available at RewardCash e-Shop from time to time without notice. An item is available only while stocks last.
- 22. You can redeem items at RewardCash e-Shop via HSBC Internet Banking or by returning a duly completed redemption form to us. We will mail a notification letter relating to your request to redeem RewardCash to your correspondence address within four to six weeks after we receive your request to redeem.
- 23. RewardCash must be used in a whole number at RewardCash e-Shop subject to a minimum of \$10 RewardCash for each item. Every \$1 RewardCash equals to HK\$1 at RewardCash e-Shop. You may redeem items at RewardCash e-Shop using the full amount of RewardCash or a combination of RewardCash and cash. You must pay the cash portion by your HSBC credit card via HSBC Internet Banking.
- 24. Offers featured in a designated exclusive section of RewardCash e-Shop are available exclusively to holders of credit cards specified in that section.
- 25. The price indicated for an item at RewardCash e-Shop is in Hong Kong dollars unless we specify otherwise. If you redeem an item using your USD Visa Gold Card, we will process it as a foreign currency transaction.
- 26. (a) You may enjoy loyalty discounts specified by us from time to time. The loyalty discount is a discount on the observed retail price of the item calculated based on the year in which your longest held primary personal credit card was issued, and that card must be currently valid and in good standing.
  - (b) The loyalty discounts do not apply to the following: vouchers redemption, RewardCash Certificate Scheme, Instant RewardCash Redemption at Merchants, Mileage Programme (including mileage programme annual fee waiver), credit card annual fee waiver, or special redemption offers (as and when available).
  - (c) You are not allowed to use the loyalty discounts in conjunction with any other promotional offer or discount (unless we specify otherwise).

# C) RewardCash Certificate Scheme

Register to participate

- 27. In order to participate in the RewardCash Certificate Scheme, you must successfully register via HSBC Internet Banking or return a duly completed registration form to us. You may request to register or update or cancel your registration for the RewardCash Certificate Scheme from time to time. We will usually process a request within the next working day (after receipt via HSBC Internet Banking) or within 14 working days (after receipt via other channels).
- 28. You may enrol various credit cards issued by us to you under the same Hong Kong Identity Card or Passport number for the RewardCash Certificate Scheme. If you are a primary cardholder, you may also enrol additional cards for the RewardCash Certificate Scheme. However, you must select one primary card for monthly RewardCash consolidation ("Consolidating Card"). Conversion of RewardCash to RewardCash Certificate
- 29. For calculating your RewardCash Certificate entitlement, accumulated and unused RewardCash in each of your enrolled card accounts will be automatically transferred to the Consolidating Card account on each statement date. That transfer will be shown in the respective card account statements of the relevant month
- 30. We convert all accumulated and unused RewardCash in the Consolidating Card account as of each statement date of the Consolidating Card. Conversion of RewardCash to a RewardCash Certificate is made in blocks of \$50 RewardCash. The total value of RewardCash Certificate accumulated and issued will be shown in each monthly statement of the Consolidating Card and via HSBC Internet Banking.
- 31. (a) We issue one RewardCash Certificate each quarter. We calculate the value of the RewardCash Certificate to be issued to you on the last working day of March, June, September and December in a calendar year. The RewardCash Certificate will be mailed to you in the following month (i.e. April, July, October and January respectively).
  - (b) Each RewardCash Certificate is valid for 6 months from its issue date. We will not re-issue or replace an expired RewardCash Certificate.
  - (c) You are not allowed to (i) reverse any RewardCash transferred from your enrolled credit cards to the Consolidating Card, or (ii) convert any RewardCash Certificate back to RewardCash.

32. We have the right to cancel your right to participate in the RewardCash Certificate Scheme at any time if any of your enrolled credit card accounts becomes invalid or is not in good standing, which may include a card account being cancelled or blocked for any reason. Where we cancel your participation, we have the right to cancel or make any other arrangement for any accumulated and unused RewardCash in your Consolidating Card account and any RewardCash Certificates issued to you.

Exchange RewardCash Certificates for merchant coupons

- 33. (a) You can exchange RewardCash Certificates for merchant coupons at one of the designated outlets of merchants participating in the RewardCash Certificate Scheme. You must present the original RewardCash Certificate and your Consolidating Card for exchanging merchant coupons.
  - (b) Each RewardCash Certificate can only be exchanged for merchant coupon(s) of equivalent value at one of the designated outlets of the participating merchant as stipulated on the RewardCash Certificate.
  - (c) If you report loss or theft of a RewardCash Certificate to us but the RewardCash Certificate subsequently comes into your possession, you are not allowed to exchange the RewardCash Certificate for merchant coupons. If you do so, in addition to our rights specified in Clause 13 above, we also have the right to debit the amount of RewardCash corresponding to the value of the merchant coupon(s) exchanged using the RewardCash Certificate, without prior notice to you.
- 34. You are not allowed to (a) redeem RewardCash Certificates or merchant coupons for cash, or (b) transfer them to another card account.

## D) Instant RewardCash Redemption at Merchants

- 35. iCAN cards and UnionPay Dual Currency credit cards are not eligible for "Instant RewardCash Redemption at Merchants".
- 36. If you are a primary cardholder, all accumulated and unused RewardCash earned with various credit cards issued to you under the same Hong Kong Identity Card or Passport number and related additional cards will be pooled for redeeming and paying for products and services at the participating merchants. If you are an additional cardholder, only RewardCash earned with your card can be used for redeeming and paying for products and services at participating merchants.
- 37. Where the purchase price is less than the amount of RewardCash available for redemption, the amount of RewardCash equivalent to the purchase price will be deducted. Where the purchase price is greater than the amount of RewardCash available for redemption, the entire amount of available RewardCash will be deducted and you must pay the shortfall in the purchase price by your HSBC credit card. You cannot specify the amount of RewardCash to be deducted. RewardCash will be deducted instantly at the time a participating merchant processes your redemption order.

#### E) Mileage Programme

- 38. You are eligible to participate in the Mileage Programme only if you are eligible to participate in the RewardCash Programme.
- 39. We have the right to vary the airlines that participate in the Mileage Programme at any time by notice.
- 40. (a) You have to apply for participating in the Mileage Programme with respect to a participating airline, even if you are already a member of its frequent flyer programme. You have to apply by filling in an enrolment form prescribed by the participating airline. A participating airline may accept or decline your application at its discretion.
  - (b) Your eligibility and participation in the Mileage Programme with respect to a participating airline is subject to (i) the terms and conditions in the enrolment form, and (ii) any further terms and conditions which may be specified or varied by the participating airline from time to time. A copy of the participating airline's terms and conditions will be sent to you upon your enrolment with the participating airline.
- 41. You can pool accumulated and unused RewardCash in your eligible credit card accounts (whether primary or additional credit card accounts).
- 42. (a) You may transfer RewardCash from your credit card account to the frequent flyer programme account maintained in your personal capacity with a participating airline, as long as your credit card account is valid and in good standing, but where you pool RewardCash from both primary and additional cards, you may transfer the RewardCash only to the primary cardholder's frequent flyer programme account. You are not allowed to transfer RewardCash to a frequent flyer programme account in the name of another person who participates in the Mileage Programme.
  - (b) You must transfer a minimum of \$40 RewardCash each time.
  - (c) You are allowed to transfer RewardCash only prior to its expiry date.
  - (d) After transferring RewardCash from your credit card account to your frequent flyer programme account with a participating airline, you are not allowed to (i) transfer it back to your credit card account, or (ii) re-transfer it to your frequent flyer programme account with another participating airline.
- 43. The conversion rate of RewardCash to miles differs for each participating airline, and it may be varied from time to time by notice. The latest conversion rate is available at our website.
- 44. You agree to pay us an annual fee for participating in the Mileage Programme as notified to you from time to time. You authorise us to debit the fee from any credit card account when it is due. The fee is non-refundable. The latest annual fee is available at our website.
- 45. (a) We take no responsibility for (i) RewardCash transferred by you to your frequent flyer programme account with any participating airline, or (ii) the acts or omissions of any participating airline.
  - (b) A participating airline may vary its policies or terms and conditions relating to the Mileage Programme or its frequent flyer programme at any time without notice, even if a variation affects mileage calculation, your accumulated mileage or other benefit entitlements, or benefit redemption.

#### F) Pay with RC

46. "Pay with RC" allows you (in your capacity as a primary cardholder) to use RewardCash to pay your credit card statements and transactions via channels designated by us. "Pay with RC" is part of the RewardCash Programme and it is governed by these Terms and Conditions and the Reward+Terms and Conditions.

#### **Definitions**

Consolidating Card is defined in Clause 28.

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

**Reward+ App** means the HSBC Reward+ mobile app which is a dedicated credit card mobile app to manage your HSBC card accounts in Hong Kong. It is governed by these Terms and Conditions, the Reward+ Terms and Conditions and the terms and conditions applicable to specific functions available on the Reward+ App.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue a credit card (whether a primary card or an additional card).

Effective from 1 August 2021

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

# Terms and Conditions for the Credit Card Cash Instalment Plan applicable to Personal Credit Card Cardholders

#### 1. Eligibility for the Cash Instalment Plan

- (a) You are eligible to apply for the Cash Instalment Plan only if you hold a personal primary credit card issued by us. However, the Cash Instalment Plan is not available to a non-Hong Kong Dollar personal primary credit card, an additional credit card, a co-branded card, an undergraduate credit card, a Visa Gold Card for Students, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Cash Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
  - (i) conduct checks with any credit reference agency at any time; and
  - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Instalment Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or grant a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if you have a past due record in the current month on any credit card account held with us. We will not accept a request in your application for transfer of outstanding balance from a credit card account held with us to the Cash Instalment Plan.

#### 2. Scope and operation

- (a) We will set a minimum limit and a maximum limit on the withdrawal amount for each application of the Cash Instalment Plan. We will specify the limits on the marketing materials, webpages or other notices provided by us from time to time relating to the Cash Instalment Plan. By applying for the Cash Instalment Plan, you are considered to have agreed that we may increase the credit limit on the Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment (if applicable) and (iii) the approved withdrawal amount for the Cash Instalment Plan ("Withdrawal Amount") (if applicable). We have the final decision on the credit limit adjustment of the Card Account and the withdrawal amount approval.
- (b) If we approve your application for the Cash Instalment Plan:
  - (i) we will withhold from the credit limit on the Card Account an amount equal to the total of (1) the Withdrawal Amount and (2) all payable monthly handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Withdrawal Amount by the number of months in the Instalment Period plus the applicable monthly handling fee (collectively, "Repayment Amount"). The credit limit on the Card Account will be restored progressively as the Repayment Amounts are actually received by us;
  - (ii) we will credit or transfer the Withdrawal Amount in a lump sum to the bank account or credit card account specified by you in your application. We will do so after we receive all information and documents required by us for processing your application. For this purpose:
    - (1) the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong; and
    - (2) the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong; and

- (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Withdrawal Amount to the specified bank account or credit card account.
- (c) We will bill each Repayment Amount to the Card Account on a monthly basis as a purchase transaction and show it on the Card statement. We will bill the first Repayment Amount to the Card Account upon approval of your application for the Cash Instalment Plan and will show it in the first Card statement following the approval.
- (d) You should ensure that the total of (i) the Withdrawal Amount, (ii) all payable monthly handling fees, and (iii) all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (e) You must continue to make any repayment (and pay any finance charges) in the normal manner with respect to the bank account or credit card account specified in your application until we have transferred the Withdrawal Amount to you in accordance with paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Instalment Plan.
- (f) The Withdrawal Amount will not entitle you to any RewardCash.
- (g) We will not return the documents supplied to us (including the application form) in relation to the Cash Instalment Plan.

#### 3. Our overriding right

- (a) Even if we approve your application for the Cash Instalment Plan or even if these Terms and Conditions or the Credit Card Terms may provide otherwise, we have the right at any time:
  - (i) to charge to the Card Account in full the total amount of all remaining unpaid Withdrawal Amount that are not yet charged to the Card Account, plus interest, fees and charges (if any); and
  - (ii) to demand immediate repayment in full of all indebtedness owing by you to us under the Cash Instalment Plan. Without limiting our right to demand repayment at any time, we have the right to demand repayment in the following cases (or any of them):
    - (1) the Card Account is cancelled or terminated for any reason (whether by you or by us);
    - (2) you default in payment of any amount due under the Credit Card Terms or these Terms and Conditions:
    - (3) you breach any other provision of the Credit Card Terms or these Terms and Conditions;
    - (4) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due; and
    - (5) the Cash Instalment Plan is suspended or terminated by us for any reason.
- (b) You are required to repay all indebtedness owing by you to us under the Cash Instalment Plan on demand.

#### 4. No cancellation but may repay early

- (a) You cannot cancel the Cash Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Withdrawal Amount and <u>pay an early repayment fee calculated at 2% of such outstanding Withdrawal Amount</u>. You have to give us at least 14 working days' prior written notice of your intention to repay early.
- (b) You must make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid monthly handling fees even if you make early repayment.

#### 5. Monthly handling fees

Upon approval of your application for the Cash Instalment Plan, we may charge a monthly handling fee (if applicable) on the Withdrawal Amount. The rate of the monthly handling fee is specified in the approval letter that we send you upon approval of your application.

#### 6. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

#### 7. Variation of these Terms and Conditions

We have the right to vary the monthly handling fee (if applicable) for the Cash Instalment Plan and these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of all indebtedness owing by you under the Cash Instalment Plan before the date on which that variation takes effect. We also have the right to terminate or suspend (or both) the Cash Instalment Plan. We have the final decision on all matters and disputes relating to the Cash Instalment Plan.

# 8. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

#### 9. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### **Definitions**

Cash Instalment Plan means the credit card cash instalment plan offered by us from time to time.

Card means the credit card issued to you as a primary cardholder and approved by us for the Cash Instalment Plan.

Card Account means the account established in respect of your Card for recording Card transactions and other items.

Credit Card Terms means the relevant credit card terms governing your Card.

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

**Instalment Period** means the period of the Cash Instalment Plan specified by you on the application form and approved by us. **Repayment Amount** is defined in Clause 2(b)(i).

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

Withdrawal Amount is defined in Clause 2(a).

you or your means the person to whom we issue a Card.

Effective from 15 January 2023

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

# Terms and Conditions for Cash Credit Plan applicable to Personal Credit Card Cardholders

#### 1. Eligibility for the Cash Credit Plan

- (a) You are eligible to apply for the Cash Credit Plan if you are a principal cardholder of a personal primary credit card issued by us. However, the Cash Credit Plan is not available to any non-Hong Kong Dollar personal primary credit card, additional credit card, co-branded card, undergraduate credit card, a Visa Gold Card for Students, private label card or the RMB sub-account of any UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Credit Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Cash Credit Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
  - (i) conduct checks with any credit reference agency at any time and
  - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Credit Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or approve a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if:
  - (i) you have any overdue payment record in the month of your application on any credit card account held with us
  - (ii) you fail to provide us with all information and documents required by us for the processing of your application
  - (iii) you seek to use your application or apply any Approved Withdrawal Amount for repaying the outstanding balance of any of your credit card account maintained with us.

#### 2. Scope and operation

- (a) Under the Cash Credit Plan, you can apply to withdraw available funds from your eligible credit card account ("Card Account") to your designated personal bank account or personal card account (excluding any credit card account maintained with us).
- (b) If we approve your application for the Cash Credit Plan:
  - (i) we will debit your Card Account by the withdrawal amount approved by us ("Approved Withdrawal Amount") and credit or transfer the amount in a lump sum to your personal bank account or credit card account specified by you in your application. For this purpose:
    - the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong and
    - the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong (excluding any credit card account maintained with us)
  - (ii) we will withhold from the credit limit on the Card Account an amount equal to the Approved Withdrawal Amount. The credit limit on the Card Account will be restored progressively as credit card payments towards the Card Account are actually received by us and
  - (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Approved Withdrawal Amount to your bank account or credit card account specified by you in the application.
- (c) We will set a minimum and maximum limit on the withdrawal amount for each application of the Cash Credit Plan, which will be specified in the application or marketing materials of the Cash Credit Plan.
- (d) By applying for the Cash Credit Plan, you are considered to have agreed that we have the right to increase the credit limit of your Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment (if applicable) and (iii) the Approved Withdrawal Amount (if your application is successful).
- (e) We will debit the Approved Withdrawal Amount from your Card Account upon approval of your application for the Cash Credit Plan and the debit will be shown in the first card statement following the approval.

- (f) You should ensure that the Approved Withdrawal Amount and all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (g) If you are transferring the Approved Withdrawal Amount to repay outstanding liabilities of your credit card or bank account, you must continue to make repayment (and pay any finance charges) to such bank account or credit card account until we have transferred the Approved Withdrawal Amount to you in accordance with sub-paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Credit Plan.
- (h) Your participation in the Cash Credit Plan and any Approved Withdrawal Amount transferred from your Card Account will not entitle you to any RewardCash.
- i) We will not return the documents you supplied to us (including the application form) in relation to the Cash Credit Plan.

#### 3. Our overriding right

- (a) We have the right to immediately revoke the approval of any Cash Credit Plan without notice, and all your outstanding indebtedness under the Cash Credit Plan, together with any interest, fees and charges will become immediately payable on demand, if:
  - (i) the Card Account is cancelled or terminated for any reason (whether by you or by us)
  - (ii) you default in payment of any amount due under any of your credit card account maintain with us
  - (iii) any of your credit card account held with us is not maintained in good standing
  - (iv) you breach any provision under these Terms and Conditions or the Credit Card Terms applicable to any of your credit card account maintained with us or
  - (v) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due.
- (b) If we revoke the Cash Credit Plan pursuant to sub-paragraph (a) above, the Preferential Interest Rate will be immediately withdrawn and all your outstanding indebtedness under the Cash Credit Plan will be subject to the same finance charge interest rate applicable to credit card as set out in the Bank tariff guide for HSBC Wealth and Personal Banking Customers ("Tariff Guide").
- (c) You are required to repay all indebtedness owing by you to us under the Cash Credit Plan on demand.

#### 4. No cancellation but may repay early

You cannot cancel the Cash Credit Plan after your application is approved by us, unless you repay in full the total amount of all outstanding balance under the Plan plus any interest.

#### 5. One-Off Handling fee

Upon approval of your application for the Cash Credit Plan, we may charge a one-off handling fee (if applicable) on the Approved Withdrawal Amount. The one-off handling fee is specified in the approval letter that we send you upon approval of your application.

#### 6. Finance Charge - Preferential Interest Rate (Per Annum)

- (a) Finance charge calculated at a preferential interest rate (per annum) ("Preferential Interest Rate") will be charged on the outstanding Approved Withdrawal Amount on a daily basis, starting from the credit card monthly statement date immediately following the date of transfer of the Approved Withdrawal Amount to your designated account (which will be specified in the approval letter) until the credit card monthly statement date after the "Preferential Interest Rate End Date" (which will be specified in the approval letter). Thereafter, the finance charge will be calculated according to the same finance charge interest rate applicable to credit card as stipulated in the Tariff Guide. The finance charge will be calculated and accrued on a daily basis.
- (b) The Preferential Interest Rate only applies to the Approved Withdrawal Amount under the Cash Credit Plan. All other outstanding credit card balance including card purchases and cash advances will be subject to the interest rates and finance charges as set out in the Tariff Guide.
- (c) During the period where the Preferential Interest Rate applies, you must at least pay the "minimum payment due" as set out in your credit card monthly statement of the Card Account before the "payment due date". Otherwise, your Card Account will be regarded to be in a delinquent status and the Preferential Interest Rate will be immediately withdrawn and cancelled forthwith without notice to you. Any outstanding Approved Withdrawal Amount will be subject to the same finance charge interest rate applicable to credit card as set out in the Tariff Guide.
- (d) Apart from the finance charge calculated at the Preferential Interest Rate that applies to the Cash Credit Plan, if you do not pay the statement balance of your Card Account monthly statement in full on or before the "payment due date", we may also charge, without prior notice, a finance charge even if you have paid the "minimum payment due" in full. Other fees, charges and interest may also be applicable, depending on the types of services you use (such as finance charge for cash advance). Details of these finance charges and fees are set out in the Credit Card Terms applicable to your Card Account and the Tariff Guide.

#### 7. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

# 8. Variation of these Terms and Conditions

We have the right to increase or alter the Preferential Interest Rate (per annum), handling fee (if applicable) for the Cash Credit Plan and vary these Terms and Conditions from time to time subject to our giving prior notice to you. We will give you such prior notice in a manner we consider appropriate. You will be bound by the variation upon the expiry of the notice period unless we receive full repayment of all indebtedness owing by you under the Cash Credit Plan before the date on which the variation takes effect.

## 9. Third party rights

Only you and us will have the right to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

#### 10. Governing law, jurisdiction and version

(a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### **Definitions**

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

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue a Card.

Effective from 15 January 2023

# Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders

# 1. Eligibility for the Instalment Plan

- (a) You are eligible to apply for the Spending Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card). However, the Spending Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Spending Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Spending Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) We will decide whether to approve your application for the Spending Instalment Plan having regard to the status and repayment history of your Card Account. We have the right to approve or reject your application and to suspend or terminate the Spending Instalment Plan without any giving reason or prior notice. We have the final decision on all matters and disputes relating to the Spending Instalment Plan.

#### 2. Scope and operation

- (a) Only posted purchase transactions effected with a Card qualify for the Spending Instalment Plan. Other transactions do not qualify and these transactions include the following:
  - (i) any unposted, cancelled or refunded transaction;
  - (ii) cash advance;
  - (iii) instalment plan;
  - (iv) Octopus AAVS (Octopus Automatic Add-Value Service);
  - (v) withdrawal amount under a cash instalment plan and/or a cash credit plan;
  - (vi) gambling transaction;
  - (vii) purchase and/or reload of stored value cards or e-Wallets;
  - (viii) transaction at financial institutions (including purchase of merchandise and services from banks);
  - (ix) transaction at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);
  - (x) wire transfers; and
  - (xi) all fees and charges.
- (b) An application for the Spending Instalment Plan must be:
  - (i) for at least HK\$1,000 and may cover one or more posted purchase transactions effected using a Card ("Purchase"). Purchase billed to an additional Card Account or a private label card under the primary Card Account can be combined with Purchase billed to the primary Card Account for the purpose of an application by a primary cardholder. However, Purchase billed to a primary Card Account, other additional Card Accounts or private label card under the same primary Card Account cannot be combined with Purchase billed to the additional Card Account for the purpose of an application by an additional cardholder; and
  - (ii) made by you at least 3 working days before the payment due date of the relevant Purchase.
- (c) You should ensure that the total of (i) all outstanding balance in your Card Account (including all unbilled balance) and (ii) all payable handling fees does not exceed the approved credit limit of your Card Account at any time.
- (d) If we approve your application for the Spending Instalment Plan, we will withhold from the credit limit on your Card Account an amount equal to the total of (i) the approved Purchase amount ("Approved Amount") and (ii) all payable handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Approved Amount by the number of months in the Instalment Period plus the applicable handling fee (collectively, "Repayment Amount"). The credit limit on your Card Account will be restored progressively as the Repayment Amounts are actually received by us.
- (e) We will bill each Repayment Amount to your Card Account on a monthly basis as a transaction and show it on the Card statement. Each Repayment Amount is treated in the same way as a purchase transaction billed to your Card Account. You should pay it in the same manner as other purchase transactions. We will bill the first Repayment Amount along with an applicable one-off handling fee to your Card Account upon approval of your application for the Spending Instalment Plan and will show it in the first Card statement following the approval.

#### 3. No cancellation but may repay early

- (a) You cannot cancel the Spending Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Repayment Amounts plus any interest and handling fee. You have to give us at least 14 working days' prior written notice and pay an administration fee of HK\$300.
- (b) You may make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid handling fees even if you make early repayment.

#### 4. Handling fees

Upon approval of your application for the Spending Instalment Plan, we will charge a monthly handling fee on the Approved Amount or a one-off handling fee, as applicable. The rate of the handling fee is specified in the marketing materials or other notices provided by us from time to time relating to the Spending Instalment Plan.

#### 5. Termination of your Card

If your Card is cancelled or terminated for any reason during the Instalment Period, the total amount of all remaining unpaid Repayment Amounts and any payable interest become immediately due and payable by you.

#### 6. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

#### 7. Variation of these Terms and Conditions

We have the right to vary the handling fee and these Terms and Conditions from time to time. We will give you notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all remaining unpaid Repayment Amounts plus any payable interest and handling fee before the date on which that variation takes effect.

#### 8. Miscellaneous

- (a) We are not liable for the goods and services provided by any merchants.
- (b) Our provision and your use of the Spending Instalment Plan are subject to any applicable regulatory requirements.

#### 9. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

#### 10. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### **Definitions**

Spending Instalment Plan means the Spending Instalment Plan offered by us from time to time.

Approved Amount is defined in Clause 2(d).

Card means the credit card issued by us and approved by us for the Spending Instalment Plan.

**Card Account** means the account established in respect of a Card for recording Card transactions and other items. If a Card is a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card, Card Account consists of a Hong Kong dollar sub-account and a Renminbi sub-account.

Credit Card Terms means the relevant credit card terms governing your Card.

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

**Instalment Period** means the period of the Spending Instalment Plan specified by you on the application form and approved by us.

Purchase is defined in Clause 2(b)(i).

Repayment Amount is defined in Clause 2(d).

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue a credit card (whether a primary or an additional credit card) that is eligible for the Spending Instalment Plan.

Effective from 15 January 2023

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

# Terms and Conditions for the Credit Card Interest-free Merchant Instalment Plan applicable to Personal Credit Card Cardholders

#### 1. Eligibility for the Instalment Plan

(a) You are eligible to apply for the Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card, or unless specified otherwise). However, the Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card. (b) We will decide whether to approve your application for the Instalment Plan having regard to the available credit limit on your Card Account and other relevant circumstances. We have the right not to approve your application without giving reasons.

#### 2. Use of the Instalment Plan

- (a) You may use the Instalment Plan only for purchase from designated merchants of goods and services that we and such merchants agree from time to time.
- (b) You are not allowed:
  - (i) to alter or revoke a purchase order placed by you with a merchant under the Instalment Plan;
  - (ii) to exchange, return or trade in any goods or services purchased under the Instalment Plan; or
  - (iii) to vary the amount of each instalment, the number of instalments or the instalment period of the Instalment Plan as specified by us. However, you may at any time repay the total amount of all instalments outstanding under the Instalment Plan by cheque or other means acceptable to us.

# 3. Debits under the Instalment Plan

- (a) Upon our approval of your application for the Instalment Plan, the credit limit on your Card Account will be reduced by the total amount of all instalments under the Instalment Plan. The credit limit on your Card Account will only be restored as the amount of each instalment is paid and actually received by us.
- (b) We will debit the amount of each instalment to your Card Account on a monthly basis. That debit will be shown as a card transaction on your Card Account statement. Unless specified otherwise in these Terms and Conditions:
  - (i) each instalment amount is treated and will be handled in the same way as a purchase transaction charged to your Card Account. You should pay each instalment amount in the same manner as a card transaction charged to your Card Account; and
  - (ii) the Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. These Terms and Conditions prevail over the Credit Card Terms as regard any matter relating to the Instalment Plan if there is any inconsistency between them.
- (c) You authorise us to continue to debit your Card Account in accordance with these Terms and Conditions, even if you and the relevant merchant have made any contrary agreement or arrangement.
- (d) All instalment amounts paid are not refundable. We are not responsible for any goods or services purchased from a merchant under the Instalment Plan. You are responsible for resolving any dispute directly with the relevant merchant. Your obligation to pay the monthly instalments under the Instalment Plan and other obligations to us are not affected and will not be relieved or reduced by any claim made by you against a merchant.

## 4. Termination of your Card

If your Card is cancelled or terminated for any reason during the instalment period of the Instalment Plan, the total amount of all instalments outstanding under the Instalment Plan on the date of cancellation or termination become immediately due and payable by you.

# 5. Variation of these Terms and Conditions

We have the right to vary these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all instalments outstanding under the Instalment Plan before the date on which that variation takes effect.

#### 6. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

# 7. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### **Definitions**

Card means the credit card issued to you and designated by us on which the Instalment Plan is provided.

**Card Account** means the account established in respect of your Card for recording Card transactions and other items. **Credit Card Terms** means the relevant credit card terms governing your Card.

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

Instalment Plan means the credit card interest-free merchant instalment plan offered by us from time to time.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue a personal credit card.

Effective from 15 January 2023

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

#### HSBC Mobile Credit Card Addendum to Credit Card Terms

#### Applicable to Mobile Credit Card stored in the Mobile Wallet of your Eligible Device

IMPORTANT! Before you store and use your Mobile Credit Card, please read these Terms and Conditions and the Credit Card Terms carefully. By storing and using your Mobile Credit Card, you will be considered to have accepted these Terms and Conditions and the Credit Card Terms and will be bound by them. The terms used in these Terms and Conditions are defined at the end.

#### 1. Terms and Conditions supplement Credit Card Terms

- (a) The Credit Card Terms applies to your Mobile Credit Card. References in the Credit Card Terms to "Card" and "Card Transactions" include your Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- (b) These Terms and Conditions supplement the Credit Card Terms and, together, they govern your Mobile Credit Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Credit Card Terms, the provisions of these Terms and Conditions prevail.
- (c) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your HSBC Credit Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the Credit Card Terms.

#### 2. Registering, storing and activating Mobile Credit Card

- (a) You may store a digital version of an HSBC Credit Card (i.e. Mobile Credit Card) in your Mobile Wallet only if the HSBC Credit Card is of a type and/or card scheme designated by us from time to time and is in good standing.
- (b) The Mobile Wallet Provider may limit the number of Mobile Credit Cards that you may store in one Mobile Wallet from time to time which we cannot control. We may however limit the number of Eligible Devices in which the same HSBC Credit Card can be stored from time to time and you should refer to our latest communications regarding such limit.
- (c) You should follow the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet in order to register and store the Mobile Credit Card in your Mobile Wallet.
- (d) By registering a Mobile Credit Card in your Mobile Wallet, you consent to us sending SMS message to you for verification and activation purpose based on your phone number last recorded with us. If the phone number last recorded with us is not the phone number of your Eligible Device, the SMS message will be sent to the phone number last recorded with us but not to your Eligible Device. If we do not have record of your phone number, we cannot send SMS message to you in which event you will need to call us on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile Credit Card.

# 3. Your responsibility

- (a) If you do not take security measures as we or the Mobile Wallet Provider may recommend from time to time, you will bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile Credit Card. We are not liable for any such loss. You should take appropriate security measures including the following:
  - (i) take reasonable precautions to keep HSBC Credit Card details and security details relating to your Mobile Credit Card, Mobile Wallet and Eligible Device (including your Device Passcode, payment PIN, fingerprint and/or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of them;
  - (ii) safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all times;
  - (iii) DO NOT allow anyone else to use or log on to your Eligible Device and Mobile Wallet;
  - (iv) ensure that your biometric credentials stored on your Eligible Device are your own and DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device, and that you only use your own biometric credentials to use your Mobile Card or Mobile Wallet;
  - (v) <u>DO NOT use facial recognition to use your Mobile Credit Card or Mobile Wallet if you have an identical twin sibling, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;</u>
  - (vi) <u>DO NOT use facial recognition to use your Mobile Credit Card or Mobile Wallet if you are in adolescence while your facial features may be undergoing a rapid stage of development, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;</u>
  - (vii) DO NOT take any action to disable any function provided by, and/or agreeing to any settings of your Eligible Device that would compromise the security of the use of your biometric credentials for the use of Mobile Credit Card or Mobile Wallet (e.g. disabling "attention-aware" for facial recognition). If such changes are required, you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
  - (viii) <u>DO NOT choose obvious numbers as Device Passcode or payment PIN (such as Hong Kong Identity Card number, date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or payment PIN or write down or keep your Device Passcode or payment PIN close to your Eligible Device;</u>
  - (ix) DO NOT install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device);

- (x) change the Device Passcode or payment PIN regularly and use alphanumeric code for Device Passcode or payment PIN (if available):
- (xi) if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;
- (xii) <u>delete your Mobile Credit Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be repaired;</u>
- (xiii) remove the Mobile Credit Card from the Mobile Wallet upon termination of your Mobile Credit Card as provided in Clause 10.
- (b) You are fully responsible for any disclosure of your HSBC Credit Card Details, Device Passcode, payment PIN, or other security details relating to your Eligible Device, Mobile Wallet and Mobile Credit Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Credit Card being used by unauthorised persons or for unauthorised purposes.
- (c) You have to use an Eligible Device of a type or model specified by us from time to time to register, store and use Mobile Credit Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- (d) You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your Mobile Credit Card.

#### 4. Card Account and credit limit

- (a) HSBC Credit Card in its plastic card form and in its digital version (i.e. Mobile Credit Card) constitute one and the same Card and share the same Card Account.
- (b) All Mobile Credit Card Transactions will be billed to card statement of the HSBC Credit Card. There will not be a separate statement for your Mobile Credit Card.
- (c) Your HSBC Credit Card in plastic card form and your Mobile Credit Card share the credit limit of the same Card Account. There will not be a separate credit limit for your Mobile Credit Card.

#### 5. Mobile Credit Card Transactions, no cash advance

- (a) You may make Mobile Credit Card Transactions where your Mobile Wallet is accepted for payment. We will not responsible if any retailer refuses to accept your Mobile Credit Card.
- (b) You cannot use your Mobile Credit Card for cash withdrawals or cash advance over the counter. A Mobile Credit Card cannot be linked to a bank account. Your Mobile Credit Card or Mobile Wallet may also be subject to certain transaction limits (for example, payment amount) imposed by retailers or payment terminals which do not normally apply to your HSBC Credit Card.
- (c) Your Mobile Wallet may not be accepted at all places where your HSBC Credit Card is accepted.

## 6. Limitation of our liability

- (a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible devices. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We have no control over the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet, or your inability to use the Mobile Wallet for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile Credit Card).
- (b) We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 3(a), Clause 7(a) and Clause 10.

## 7. Loss, theft or misuse

Report promptly

(a) You must tell us straight away using the telephone numbers on the back of your HSBC Credit Card if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Credit Card or Eligible Device, or if you believe someone else has used your Mobile Credit Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile Credit Card or the security of your HSBC Credit Card, Mobile Credit Card, Mobile Wallet or Eligible Device has been compromised in any other manner.

Your liability for unauthorised transactions

- (b) You will be liable for all unauthorised Mobile Credit Card Transactions effected by your Mobile Credit Card before we receive report of loss, theft, disclosure or unauthorised use of your Mobile Credit Card.
- (c) If you report loss, theft, disclosure or unauthorised use of your Mobile Credit Card in accordance with this Clause 7, your maximum liability for unauthorised Mobile Credit Card Transactions is [HK\$500]. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) if:
  - (i) you have knowingly (whether or not voluntarily) permitted any other person to use your Mobile Wallet or Mobile Credit Card or Eligible Device; or
  - (ii) you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Wallet, Mobile Credit Card or Eligible Device. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Mobile Wallet, Mobile Credit Card or Eligible Device may be treated as your gross negligence.

#### 8. Your Personal Data

You may be providing your personal data and HSBC Credit Card information and transaction details to the Mobile Wallet Provider by registering, storing and using the Mobile Credit Card in your Mobile Wallet. We have no control of the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider

#### 9. Fees and charges

- (a) All applicable interest, fees and charges that apply to your HSBC Credit Card will also apply to the Mobile Credit Card.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to your storing, activating or using the Mobile Credit Card or for making transactions using your Mobile Wallet and the Mobile Credit Card.

#### 10. Termination of Mobile Credit Card

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Credit Card from the Mobile Wallet should you wish to terminate the Mobile Credit Card. Termination of the Mobile Credit Card will not terminate the HSBC Credit Card in plastic card form unless you also terminate it in accordance with the Credit Card Terms.
- (b) If you are a primary HSBC Credit Card cardholder, you cannot terminate the Mobile Credit Card of the Additional Cardholder without terminating the additional HSBC Credit Card in plastic card form.
- (c) If you are a primary Mobile Credit Card cardholder, termination of your Mobile Credit Card will not terminate the Mobile Credit Card of your Additional Cardholder.
- (d) We have the rights to suspend, restrict or terminate your HSBC Credit Card under the Credit Card Terms. These rights will be extended to your Mobile Credit Card. Your Mobile Credit Card will be suspended, restricted or terminated at the same time if your HSBC Credit Card is suspended, restricted or terminated under the Credit Card Terms.
- (e) We will also have the right to suspend, restrict or terminate the use of a Mobile Credit Card if your Mobile Wallet has been suspended, restricted or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 7(a).
- (f) Upon termination of Mobile Credit Card whether by you or by us, you must remove the Mobile Credit Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Credit Card or the Mobile Wallet from your Eligible Device.
- (g) You are responsible for all Mobile Credit Card Transactions whether or not authorised by you unless and until you have removed the Mobile Credit Card from your Mobile Wallet and Eligible Device upon termination.
- (h) Termination of the Mobile Credit Card on its own will not affect the HSBC Credit Card in plastic card form which will continue to be governed by the Credit Card Terms.

#### 11. Variation of this Addendum

We have the right to vary these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your Mobile Credit Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 10 before the date on which that variation takes effect.

# 12. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

# 13. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions are for reference only.

# 14. General matters

If you have any questions or complaints about your Card, then please contact us at the telephone number on the back of your Card. If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

#### **Definitions**

Additional Cardholder means an Additional Cardholder referred to in the Credit Card Terms.

Card Account means the Card Account referred to in the Credit Card Terms.

Credit Card Terms means the credit card terms governing the supply and use of your HSBC Credit Card.

Device Passcode means the access passcode of your Eligible Device.

Eligible Device means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile Credit Card can be registered and stored, as designated by us from time to time.

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

**HSBC Credit Card** means the credit card issued by us (whether as primary card or additional card) in plastic card form of such type and/or card scheme designated by us from time to time.

**Mobile Credit Card** means a digital version of your HSBC Credit Card which you store in the Mobile Wallet of your Eligible Device.

Mobile Credit Card Transaction means any transaction effected by using your Mobile Credit Card.

**Mobile Wallet** means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Credit Card is stored.

**Mobile Wallet Provider** means provider of the Mobile Wallet in your Eligible Device, as designated by us from time to time.

These Terms and Conditions means these terms and conditions as may be amended from time to time.

We, Us, Our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

You or Your means the person to whom we issue an HSBC Credit Card.

Effective from 15 January 2023

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.