

Lane Crawford Private Label Card Cardholder Agreement

This Lane Crawford Private Label Card issued by us is governed by this Agreement. The Credit Card Cardholder Agreement which is stated to apply to other credit cards issued by us DOES NOT APPLY to the Lane Crawford Private Label Card.

IMPORTANT! Before you use your Card, please read this Agreement carefully. By using (which includes activating) your Card, you will be considered to have accepted the terms and conditions set out in this Agreement and will be bound by them.

The terms used in this Agreement are defined at the end.

1. Your responsibility

- You are responsible for the Card Account and all Card Transactions (including all related fees and charges). You are responsible even if:
 - you do not sign a sales slip; or
 - the Card Transaction is effected involuntarily. You remain liable even after the termination of your Card or this Agreement.
- You should not transfer your Card or allow any other person to use your Card.
- You should take appropriate security measures including the following:
 - sign your Card as soon as you receive it;
 - keep your Card in a secure place and under your personal control. You should treat your Card as if it were cash;
 - make sure your Card is returned to you promptly after a Card Transaction;
 - keep a note of your Card number in a safe place, separate from your Card;
 - always complete the "total" box on the sales slip and put currency sign before the numerals. DO NOT leave space for other writing;
 - make sure only one sales slip is imprinted for each Card Transaction; and
 - keep the cardholder copy of each sales slip and check it against your Card statement.
- You should report any loss, theft, disclosure or unauthorised use of your Card in accordance with Clause 5.

This indemnity shall continue after the termination of this Agreement.

- If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 12(a) was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 12(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- If you fail to pay any amount to us when due or if you breach any terms or conditions of this Agreement, we may enforce our rights or pursue remedies to collect or recover any outstanding amount. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in collecting or recovering any outstanding amount. We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.

13. Set-off

In addition to any general right of set-off or other rights in law or under any agreement, we are entitled to combine or consolidate the outstanding balance on your Card Account with the balance on any other account which you maintain with us without prior notice. If you are the primary cardholder, our right will extend to the outstanding balance on the Card Account of any Additional Cardholder. We are entitled to set off or transfer any money standing to the credit of any other account which you maintain with us in or towards settlement of your liability to us under this Agreement.

14. Variation of terms and conditions, charges and fees

We have the right to vary the terms and conditions of this Agreement, interest rates, finance charges or other fees or 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 Card is returned to us for termination before the date on which that variation takes effect.

15. Collection and disclosure of your information

- Definitions

Terms used in this Clause 15 shall have the meanings set out below.

Authorities includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

Compliance Obligations means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or

- If you are a primary cardholder, you should ensure that each Additional Cardholder uses and handles his Card and related matters in accordance with this Agreement. In particular, you should note that an Additional Cardholder may use or enjoy certain services and Card benefits relating to the additional Card even if you do not use or enjoy such services and Card benefits relating to your primary Card. In these cases, you should ensure that the Additional Cardholder uses or enjoys such services and Card benefits in accordance with this Agreement and other terms and conditions governing such services and Card benefits.

2. Credit limit assignment and review

- Your Card carries a credit limit. Please refer to your Card statement for the applicable credit limit on that Card. You are required to comply with the credit limit on your Card.
- We set the credit limit and review it from time to time. We may set a different credit limit on your Card at any time as we consider appropriate. We set the credit limit based on periodic assessment of your credit risks associated with your Card Account (including any spending and repayment pattern). If we decide to increase the credit limit, we will give you advance notice. We may reduce the credit limit without giving you advance notice. You may apply to us for review of the credit limit at any time.
- We may reject Card Transactions in excess of the credit limit. However, we also have discretion to allow such Card Transactions without notice to you, unless we have received and processed your request to opt out from our over-the-limit facilities. Even if we accept your opt-out request, certain Card Transactions in excess of the credit limit may still be allowed (each an **"Excluded Card Transaction"**). Excluded Card Transactions include any Card Transaction which is not immediately processed by us or does not require our authorisation for effecting payment (such as transactions approved yet late posted to your Card Account which may result in over-the-limit transactions).
- You will be liable for the Card Transactions in excess of the credit limit according to the provisions of this Agreement.

3. Cash Transactions

- All Card Transactions will be effected in Hong Kong dollars. You can only use your Card in retail outlets designated by Lane Crawford (Hong Kong) Limited or its successors and assigns (**"Retail Outlets"**).
- We are not responsible for any Retail Outlet's refusal to accept your Card. We are also not responsible for any goods or services supplied to you by any Retail Outlet. Your obligation to us under this Agreement is not affected and will not be relieved or reduced by any claim made by you against a Retail Outlet. You are responsible for resolving any dispute between you and a Retail Outlet.

other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

Connected Person means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "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.

controlling persons means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions or any acts or attempts to circumvent or violate any Laws relating to these matters.

Financial Crime Risk Management Activity means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that we or members of the HSBC Group may take.

HSBC Group means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **member of the HSBC Group** has the same meaning.

Laws include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

Personal Data means any information relating to an individual from which such individual can be identified.

Services includes (a) the opening, maintaining, closing and terminating of your accounts or Cards (including additional Cards), (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

substantial owners means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

4. Card benefits

- Card benefits may include rewards and privileges under the RewardCash Programme. We may introduce new benefits or vary or withdraw any benefit without prior notice.
- We may separately issue or vary additional terms and conditions relating to Card benefits from time to time. These include the RewardCash Programme Terms and Conditions.
- You may be required to make separate application to obtain some benefits.
- The terms and conditions relating to a Card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that Card benefit.
- The terms and conditions relating to Card benefits are available at our website or upon request at any of our branches in Hong Kong. The terms and conditions will also be made available in the welcome pack (for new cards) or upon your application of the relevant Card benefit.
- The terms and conditions relating to a Card benefit prevail over the provisions of this Agreement if there is any inconsistency between them concerning that Card benefit.

5. Loss, theft or misuse of your Card

- Report promptly
- You should promptly report any loss, theft or unauthorised use of your Card. You should notify our Card Centre by telephoning 2233 3000 or report in person to a branch in Hong Kong.
 - If you report an unauthorised transaction in accordance with this Agreement before its settlement date, you are entitled to withhold payment of the disputed amount. While our investigation is on-going, we will not impose any finance charge or interest on the disputed amount or make an adverse credit report against you. After we have investigated in good faith and if the investigation result shows that your report was unfounded, we have the right to re-impose the finance charge or interest on the disputed amount over the whole period (including the investigation period). The result of our good faith investigation is binding on you.

Your liability for unauthorised transactions

- You will be liable for all transactions effected by unauthorised use of your Card before we receive report of loss, theft or unauthorised use.
- If you report loss, theft or unauthorised use of your Card in accordance with this Clause 5, your maximum liability for unauthorised transactions is HK\$500. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
 - if you have knowingly (whether or not voluntarily) permitted any other person to use your Card; or
 - if you have acted fraudulently or with gross negligence in using or safeguarding your Card.

Tax Authorities means Hong Kong or foreign tax, revenue or monetary authorities.

Tax Information means documentation or information about your tax status or the tax status of a Connected Person.

Your Information means all or any of the following items relating to you or that of a Connected Person, where applicable: (i) Personal Data, (ii) information about you, your accounts, Cards (including additional Cards), transactions, use of our products and services and your relationship with the HSBC Group and (iii) Tax Information.

Reference to the singular includes the plural (and vice versa).

(b) Collection, use and sharing of Your Information

This Clause 15(b) explains how we will use information about you and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to you and other individuals (the **"Notice"**) also contains important information about how we and the HSBC Group will use such information and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 15 and the Notice.

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;
- it is disclosed as set out in this Clause 15 or the Notice.

Collection

- We and other members of the HSBC Group may collect, use and share Your Information. Your Information may be requested by us or on behalf of us or the HSBC Group, and 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.

Use

- We and members of the HSBC Group may use, transfer and disclose Your Information (1) in connection with the purposes set out in this Clause 15, (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against you) (1) to (3) are collectively referred to as the **"Purposes"**).

Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Card may be treated as your gross negligence.

Replacement Card

- We have no obligation but may issue a replacement Card to you. If we issue a replacement Card, we will charge a handling fee.

6. Card statement

- You will normally provide a Card statement each month with the following and other details relating to a Card (including an additional Card, where applicable):
 - the total amount outstanding on the Card Account (**"Statement Balance"**);
 - the minimum amount of the Statement Balance (**"Minimum Payment Due"**) to be paid; and
 - such part of the Minimum Payment Due that must be paid immediately and the date by which the remaining payment must be paid (**"Payment Due Date"**).
- We have the right to send all Card statements to the primary cardholder, including Card statements relating to an additional Card.
- You should notify promptly our Card Centre of any transaction shown in any Card statement that was not authorised by you. You should notify us within 60 days of the date of the statement and in such manner as we may accept from time to time. If you do not notify us within the specified period, the transactions shown on the statement will be considered as correct, conclusive and binding on you and you will be deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such transactions.

7. Payments

- You may pay the Statement Balance by cheque or other means subject to our normal terms and conditions.
- If you will be away from Hong Kong, you should make arrangement as appropriate to settle the Card Account before your departure.
- We will immediately apply funds transferred or credited to your Card Account to reduce the outstanding balance then existing in your Card Account. The reduction will be made in the following order:
 - firstly, all fees and charges billed to your Card Account;
 - then, 1% of the Statement Balance (excluding the billed fees and charges) at a time until the Minimum Payment Due is fully settled;
 - then, any amount in excess of the Minimum Payment Due will be applied to repay the remaining portion of the Statement Balance according to the applicable monthly interest rate in descending order (i.e. to that part of the remaining portion of the Statement Balance that incurs the highest interest rate first and so on); and

Sharing

- We may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

Your obligations

- You agree to inform us promptly and in any event, within 30 days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.
- You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 15 and the Notice (as may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

- You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in this Agreement. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

(vii) Where:

- you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or
- you or any Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
- take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and
- block, transfer, close or terminate your account(s) or Card(s) (including additional Card(s)) where permitted under local Laws.

- then, any amount in excess of the Statement Balance will be held to the credit of your Card Account.

- Without affecting or limiting the effect of Clause 7(c) above, we have the right to apply funds transferred or credited to your Card Account in any other order as we consider appropriate without prior notice to you.
- If you are required by any applicable law or regulations to deduct or withhold an amount from any sum payable to us under this Agreement, you are solely responsible to pay the amount deducted or withheld to the relevant authority within the applicable time limit. You will indemnify us for all consequences if you fail to make such payment. You should also ensure that we will receive the amount payable to us in full as if no such deduction or withholding had been made.

8. Fees and charges

- If we receive payment of the Statement Balance in full on or before the Payment Due Date, you do not have to pay any finance charge or late charge on that Statement Balance. Payment of the Statement Balance includes payment of all fees, charges, costs and expenses in connection with Card Transactions.
- You may enjoy an interest-free period of up to 56 days on purchase transactions charged to your Card.
- Finance charge
 - If you do not pay the Statement Balance in full on or before the Payment Due Date, we may charge, without prior notice, a finance charge even if you have paid the Minimum Payment Due in full. The finance charge is imposed on:
 - the unpaid Statement Balance, from the statement date immediately preceding the Payment Due Date until we receive payment in full; and
 - the amount of each new transaction being posted to your Card Account since that statement date, from the transaction date until we receive payment in full.
 - The finance charge will accrue daily and be calculated at the interest rate per month as specified in our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" at the time.
- Late charge

If you do not pay the Minimum Payment Due in full on or before the Payment Due Date, we may charge, without prior notice, a late charge in addition to the finance charge. The late charge will be debited to your Card Account on the following statement date.
- Fees

You are required to pay the following fees as applicable. If you require any additional services, you may have to pay other fees and charges.

 - overlimit handling fee: if the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your Card,

If you do not pay the Minimum Payment Due in full on or before the Payment Due Date, we may charge, without prior notice, a late charge in addition to the finance charge. The late charge will be debited to your Card Account on the following statement date.

- Fees

You are required to pay the following fees as applicable. If you require any additional services, you may have to pay other fees and charges.

 - overlimit handling fee: if the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your Card,

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of the Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

(c) Financial Crime Risk Management Activity

- Financial Crime Risk Management Activity may include: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf; (B) investigating the source of or intended recipient of funds; (C) combining Your Information with other related information in the possession of the HSBC Group; and (D) 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 a Connected Person.
- We and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any member of the HSBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.
- Tax compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by us or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of a Connected Person's or your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s), Cards (including additional Cards) and Services provided by us or members of the HSBC Group.

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 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;

- returned cheque or rejected autopay handling fee: if the cheque or autopay is not drawn on an account with us and the cheque or autopay 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 services;
- card replacement fee: we will charge a handling fee for each Card replaced before renewal;
- retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you; and
- annual fee: we may charge or waive an annual fee for your Card and any additional Card.
- We may vary the fees and charges from time to time. Our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" has details of various fees and charges including the applicable rates or amounts. That guide is available at our website or upon request at any of our branches in Hong Kong.
- We will debit any fees and charges to your Card Account. Such fees and charges will not be waived or refunded.

9. Additional Cards

- If you are an Additional Cardholder, you will be responsible for the use of the additional Card issued to you and will be bound by the terms and conditions of this Agreement. You will not be liable for the use of any additional Card issued to another Additional Cardholder or the use of the primary Card.
- If you are the primary cardholder, you will be liable for the use of your primary Card as well as the use of each additional Card. We have full discretion in recovering indebtedness (including all fees and charges) incurred by an Additional Cardholder from the primary cardholder or that Additional Cardholder or both.

10. Termination of Card

Termination by you

- You may terminate your Card at any time. If you wish to terminate your Card, you have to give us written notice AND return to us your Card and all additional Cards, if any. If your Card is the primary Card, your termination notice will terminate your Card and all additional Cards (if any) at the same time.
- An additional Card may be terminated by the primary cardholder or the Additional Cardholder of that additional Card. The primary cardholder or the Additional Cardholder have to give us written notice AND return to us that additional Card.
- You should cut a card in two before returning it to us.

(e) Miscellaneous

- In the event of any conflict or inconsistency between any of the provisions of this Clause 15 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 15 shall prevail.
- If all or any part of the provisions of this Clause 15 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 15 in that jurisdiction.
- Survival upon termination

This Clause 15 shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, the closure of any of your accounts, or the termination of any of your Cards (including any additional Cards).

16. General matters

- Your Card remains our property. You should return it to us upon our request.
- You should notify our Card Centre promptly if you change your employment or contact details (including address, telephone number, email address and fax number). Such notice should be given in such manner as we may accept from time to time.
- In the course of providing our services, we may record verbal instructions received from you and any other verbal communication between us.
- We have the right to destroy any documents relating to your Card Account after microfilming or scanning them.
- Notices to you
 - Unless we specify otherwise, you will be regarded as having received any notice given by us:
 - at the time of personal delivery or leaving it at the address last notified by you (if delivered personally);
 - 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
 - immediately after emailing it to the email address last notified by you (if sent by email);
 - immediately after sending it to your mobile phone number last notified by you (if sent by mobile message); or
 - immediately after placing it in the Personal Internet Banking profile maintained by you with us (if made available there).

- Gambling or other illegal transactions
 - You should not use your Card for payment of any gambling or other transaction which is illegal under any applicable laws. If we suspect, believe or know that any Card Transaction is or relates to a gambling or

Termination by us

- We may terminate your Card (whether the primary Card or an additional Card) at any time without giving you prior notice or any reason.

You remain liable for indebtedness even after termination

- Upon the termination of your Card for any reason or upon your bankruptcy or death, the following amounts will become immediately due and payable in full to us:
 - the outstanding balance on your Card Account; and
 - the amount of any Card Transactions effected but not yet charged to your Card Account.
- You or your estate are required to pay all outstanding amounts to us even after the termination of your Card or your bankruptcy or death (even if payments are debited to your Card Account afterwards). We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.
- You are liable for any Card Transactions effected with your Card until your Card has been returned to us. If you are the primary cardholder, you are liable for any Card Transactions effected with an additional Card until (i) the additional Card has been returned to us or (ii) we are able to implement the procedures which apply to lost cards if you so request.

11. Limitation of our liability

- We are not liable to you or any other person for the following (or any of them):
 - any delay, failure or computer processing error in providing any of our equipment, facilities or services to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and
 - any consequential or indirect loss arising from or in connection with our providing equipment, facilities or services, or our failure or delay in providing them.
- Where a person that is not our agent provides any equipment, facilities or services to you, we are not liable for any act or omission of that person as long as we have exercised reasonable care and skill in dealing with that person.

12. Indemnity

- Except as set out in Clause 12(b) below, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for the following items which we or they may incur or suffer as a result of or in connection with your use of our or our providing equipment, facilities or services to you under this Agreement:
 - all actions, proceedings and claims which may be brought by or against us or them; and
 - all losses, damages and reasonable amounts of costs and expenses.

other transaction which is illegal, we have the right to (i) decline processing or paying that Card Transaction or (ii) reverse, cancel or chargeback that Card Transaction.

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.

Governing law, jurisdiction and version

- This Agreement is governed by and will be construed according to Hong Kong laws.
- You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- The English version of this Agreement prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Agreement is for reference only.

Definitions

Additional Cardholder means any and each person to whom we issue an additional Card.

Agreement means this Lane Crawford Private Label Card Cardholder Agreement, as may be amended from time to time.

Card means the Lane Crawford Private Label Card issued by us.

Card Account means the account established in respect of a Card for recording Card Transactions and other items.

Card Transaction means each transaction effected by using your Card.

Excluded Card Transaction is defined in Clause 2(c).

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

Minimum Payment Due is defined in Clause 6(a).

Payment Due Date is defined in Clause 6(a).

Retail Outlets is defined in Clause 3(a).

Statement Balance is defined in Clause 6(a).

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 (whether a primary Card or an additional Card).

