



# Welcome

HSBC Visa Platinum Card Cardholder





Your HSBC card now comes with a brand new design featuring a modern interpretation of one of the HSBC lions, an iconic symbol of the bank for nearly a century.

Created using dynamic facets, the design invokes HSBC's heritage and spirit of resilience in a contemporary style.

In its new role on the card face, the HSBC lion serves as our promise of protection and a daily reminder of our commitment to support you in achieving your ambitions, be they big or small.



## Congratulations on becoming an HSBC Visa Platinum cardholder

Embark on a journey to discover a world of exclusive privileges brought to you by Visa Platinum card.

As a Visa Platinum cardholder, you deserve more. That's why we are delighted to bring you a selection of exceptional and unique privileges that let you enjoy the finest things in life.

Your Visa Platinum card is your pass to superior comforts. You'll enjoy generous discounts all year round at the finest hotels and restaurants, and exclusive shopping privileges.

You can also take advantage of our special RewardCash programme – your pass to an elite range of gifts to the selected few.

What's more, receive a warm welcome from over 25.6 million establishments worldwide and an interest-free repayment period of up to 56 days.

Spend with your Visa Platinum card and discover its privileges now! For more information, please visit [www.hsbc.com.hk/creditcard](http://www.hsbc.com.hk/creditcard) or call our HSBC Customer Service Hotline on 2233 3000<sup>1</sup>.

<sup>1</sup> If you are also an HSBC Premier customer or HSBC Advance customer, you can manage all your HSBC accounts and enquiries with the respective HSBC Premier Hotline 2233 3322 or HSBC Advance Hotline 2748 8333.



## Unsurpassed privileges – specially for HSBC Visa Platinum cardholders

### Dining

Indulge yourself and enjoy our year-round discounts and special offers at the most renowned hotels and restaurants in town.

### Shopping

Enjoy the pleasure of shopping with our exclusive year-round privileges from luxury fashion and accessories' brands.

### RewardCash Programme


As our Visa Platinum cardholder, you can earn RewardCash towards redeeming exclusive rewards. For details, please visit [www.hsbc.com.hk/rewards](http://www.hsbc.com.hk/rewards).

### HSBC Reward+ mobile app



HSBC Reward+ is a mobile app dedicated to HSBC Credit Card customers in Hong Kong. With HSBC Reward+, you can use your RewardCash, browse and register for the latest offers, as well as manage your credit card accounts anytime, anywhere.

### Visa payWave contactless payment function

Simply tap your Visa card with contactless payment function  in thousands of stores in town, including supermarkets, convenience stores, restaurants and department stores, with Visa payWave contactless payment terminals for secure, swift and convenient contactless payment without signature<sup>2</sup>, in addition to an array of spending benefits and rewards provided by HSBC Credit Cards. For more details on HSBC Credit Cards with contactless payment function, please visit [www.hsbc.com.hk](http://www.hsbc.com.hk).

<sup>2</sup> Your new card provides free use of Visa payWave contactless payment function. You may use your card for contactless payment transactions, subject to transaction limits (including limit on each purchase and other limits) set by the Bank, Visa or the merchant from time to time. For payment over the pre-defined transaction limit or if contactless payment is unavailable, you will still need to sign on the credit card sales slip in order to complete the transaction.



## home & **Away** Privilege Programme

We offer you the choice from the widest range of privileges in over 160 countries and territories worldwide. For details, visit [www.homeandaway.hsbc.com](http://www.homeandaway.hsbc.com).

### Visa Platinum Cardholder Benefits

Enjoy the pleasure of extended privileges and additional services from Visa:

- ◆ Concierge service including a host of services and travel information.
- ◆ Visa Platinum Club where complimentary hotel room upgrades, car rental discounts, business information services and more are available for you to enjoy.

For details, please visit [www.visaplatinum.com/hk](http://www.visaplatinum.com/hk) or call Visa Platinum Customer Centre on 800 900 781.

### eStatement and eAdvice Service

Designate your own email address and receive your statements and advice notices in an efficient, secure and environmentally-friendly way. Set it up now and check out details via HSBC Internet Banking.

### Phonebanking Service

You can simply call one hotline to manage your credit card and other HSBC accounts conveniently. Please register for phonebanking service through ATM or HSBC Customer Service Hotline on 2233 3000.

Please visit [www.hsbc.com.hk/creditcard](http://www.hsbc.com.hk/creditcard) for more Platinum Card features or information.



## HSBC Reward+ Credit Card Mobile App

With our credit card mobile app HSBC Reward+, primary cardholders can offset the credit card transactions with RewardCash, manage credit card accounts and view an array of Red Hot Offers anytime, anywhere.

### Key Features

#### Use RewardCash:

- ◆ **Pay your credit card transactions with RewardCash** – Use your RewardCash to settle any of your purchases or card statement with just a few clicks. The RewardCash that's expiring the earliest will be used first to let you spend your RewardCash more smartly.
- ◆ **Share RC** – You can share your RewardCash with your family and friends anytime and anywhere.
- ◆ **Convert RC into MoneyBack (MB) Points** – Convert RC into MB Points instantly and use them as cash at PARKnSHOP, Watsons and Fortress, or to redeem featured products.

#### Red Hot Offers:

- ◆ **Discover & Register the Red Hot Offers** – View all of our offers and save your favourite ones with expiry reminders. For promotions that require registration, you can register instantly on the app and check your registration records within the promotion period.
- ◆ **Table Booking Service** – Connect your Openrice account with Reward+ and reserve a table at designated restaurants.

#### Credit Card Management:

- ◆ **Manage your credit card accounts** – Review your card transactions and details, including history of earnings, redemptions and expiry dates of RewardCash up to past 12 months.
- ◆ **Set up Travel Plan and Overseas Spending Cap** – Leave travel worries behind by simply setting up your travel plan before your trip. Card-present transactions conducted outside of Hong Kong and your destination(s) will not be accepted. Manage your monthly overseas spending by setting up monthly spending cap.



## With HSBC Reward+, you can ...

### Before log on:

- ◆ Check out and register the latest credit card offers
- ◆ Save your favourite offers with reminders when they are going to expire
- ◆ Reserve a table at designated restaurants (after connecting your OpenRice account with Reward+)

### After log on:

- ◆ Pay transactions with RewardCash
  - ◆ Share RewardCash with your family and friends instantly
  - ◆ Convert RewardCash into MoneyBack Points
  - ◆ View your credit card balance and transactions
  - ◆ View your RewardCash details including history of earnings, redemptions up to past 12 months and respective expiry dates of RewardCash
  - ◆ Register our hot offers (With prefilled information)
  - ◆ Set up Travel Plan and Overseas Spending Cap
- and more ...

## How to download

Search for “HSBC HK Reward+” and download the app from the App Store or Google Play™.



**Terms and Conditions Apply. For more details, please visit [hsbc.com.hk/reward+](https://www.hsbc.com.hk/reward+)**



## Important information for customers

**Credit Card Cardholder Agreement**

**Information on your Visa Platinum Card**

**ATM Card Terms and Conditions**

**RewardCash Programme Terms and Conditions**

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

**HSBC Mobile Credit Card Addendum to Credit Card Cardholder Agreement**





## Credit Card Cardholder Agreement

This Agreement applies to HSBC Premier MasterCard, HSBC Advance Visa Platinum, HSBC Visa Signature, Visa Platinum, Visa Gold, US\$ Visa Gold, Gold MasterCard, Visa Classic, Classic MasterCard, UnionPay Dual Currency and UnionPay Dual Currency Diamond credit cards issued by us.

**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 applicable to your Card as set out in this Agreement and will be bound by them. If your Card is an HSBC Premier MasterCard or HSBC Advance Visa Platinum credit card, use of your Card is also subject to the related provisions in our Integrated Account Terms and Conditions. The terms of this Agreement shall prevail if there is any inconsistency between the terms of this Agreement and the Integrated Account Terms and Conditions.**

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

### 1. Your responsibility

- (a) You are responsible for the Card Account and all Card Transactions (including all related fees and charges). You are responsible even if:
  - (i) you do not sign a sales slip (including where a Card Transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature) or the signature on the sales slip is different from the signature on your Card; or
  - (ii) the Card Transaction is effected involuntarily.

You remain liable even after the termination of your Card or this Agreement.
- (b) You should not transfer your Card or PIN or allow any other person to use your Card or PIN.
- (c) You should take appropriate security measures including the following:
  - (i) sign your Card as soon as you receive it;
  - (ii) keep your Card in a secure place and under your personal control. You should treat your Card as if it were cash;
  - (iii) keep a note of your Card number in a safe place, separate from your Card;
  - (iv) remember to take your Card from the ATM after use;
  - (v) make sure your Card is returned to you promptly after a Card Transaction;
  - (vi) when you receive notice of your assigned PIN, memorise the PIN and destroy the notice;
  - (vii) make sure the PIN is protected from view by any other person when you use it;

- (viii) change the PIN regularly;
- (ix) if the PIN is or may have been seen by any other person, change it promptly;
- (x) DO NOT write down or keep the PIN on or close to your Card. You should disguise any record of the PIN;
- (xi) DO NOT choose obvious numbers for the PIN (such as HKID card number, date of birth, telephone number or other easily accessible personal information);
- (xii) DO NOT use the same PIN for other services or purposes (such as connecting to the internet or accessing other websites);
- (xiii) always complete the 'total' box on the sales slip and put currency sign before the numerals. DO NOT leave space for other writing;
- (xiv) make sure only one sales slip is imprinted for each Card Transaction; and
- (xv) keep the cardholder copy of each sales slip and check it against your Card statement.
- (d) You should report any loss, theft, disclosure or unauthorised use of your Card or PIN in accordance with Clause 5.
- (e) 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

- (a) Your Card carries a credit limit for purchases and cash advances. 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.
- (b) 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.
- (c) **(Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** Your Card Account consists of a Hong Kong dollar



sub-account and a Renminbi sub-account. We set the credit limit on your Card in Hong Kong dollar. That credit limit is allocated between the two sub-accounts based on your allocation request in your Card application. The credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your Card application. You may also instruct us to change the credit limit allocated to a sub-account. A new credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your instruction.

(d) 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. Examples of Excluded Card Transactions may include the following (or any of them) depending on the type of your Card:

- (i) Octopus Automatic Add-Value transactions;
- (ii) mobile or contactless payment transactions;
- (iii) transactions approved yet late posted;
- (iv) transactions where the posting amount exceeds the transaction amount, for example due to currency exchange rate fluctuations in respect of foreign currency transactions; and
- (v) transactions approved by Visa, MasterCard Worldwide or UnionPay 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 advance and Card Transactions

- (a) If you make a cash advance withdrawal at our counter, the withdrawal limit equals your available credit limit.
- (b) (i) **NOT applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card** If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (1) your available credit limit and (2) the daily limit on drawing cash advance at ATM.
- (ii) **(Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** If you make a cash advance withdrawal through a UnionPay ATM in Mainland China, the withdrawal limit equals the lower of (1) your

available credit limit of the Renminbi sub-account and (2) the limit set by local restrictions. If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (A) your available credit limit of your Hong Kong dollar sub-account and (B) the daily limit on drawing cash advance at ATM.

- (c) We are not responsible for any merchant’s refusal to accept your Card. We are also not responsible for any goods or services supplied to you by any merchant. 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 merchant. You are responsible for resolving any dispute between you and a merchant. In particular, you and the merchant have to agree on the setting up, modification or termination of any autopay or direct debit arrangement to charge payments to your Card Account. We have the right not to act on any request to set up, modify or terminate such arrangement if there is any dispute between you and the merchant.

### 4. Card benefits

- (a) We may offer different benefits for different types of Cards. We may introduce new benefits or vary or withdraw any benefit without prior notice. We have the right to set, exclude or withdraw any account which may be linked or used in connection with any Card benefit.
- (b) Card benefits may include the following (or any of them) depending on the type of your Card:
  - (i) mobile or contactless payment function;
  - (ii) rewards and privileges (including the RewardCash Programme);
  - (iii) interest-free instalment plans for purchasing goods or services from designated merchants;
  - (iv) ATM access for cardholders to use their cards to effect banking transactions at designated ATMs or point-of-sale terminals or by other designated electronic means;
  - (v) internet banking or phone banking service for cardholders to operate their card accounts or use other services which we may offer online or through telephone;
  - (vi) Drop & Go Counter service for cardholders to submit applicable documents and items at “Drop & Go Counters” for our processing; and
  - (vii) any other benefits that we may notify you from time to time.
- (c) You may be required to make separate application to obtain some benefits.



## Use of Card at ATMs or for EPS payment

- (d) If you want to operate any of your bank accounts with us with your 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 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)
- (i) the types or number of bank accounts that may be linked to a Card;
  - (ii) the currency of any transaction; and
  - (iii) limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment through ATM or EPS.
- (e) If you want to use your 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 time.
- (f) **(Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)**
- (i) You can use your Card at an ATM to access one Hong Kong dollar bank account (“**Linked Account**”) only.
  - (ii) If you withdraw cash at UnionPay ATMs in Hong Kong, you may select to withdraw from the Linked Account as a cash withdrawal or from your Hong Kong dollar sub-account as a cash advance.
  - (iii) If you withdraw at UnionPay ATMs (including HSBC ATMs) in Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account.
  - (iv) If you withdraw at UnionPay ATMs outside Mainland China and Hong Kong and have sufficient funds in the Linked Account to cover the entire amount of the cash withdrawal, we will treat the withdrawal as cash withdrawal from the Linked Account.
  - (v) If you withdraw at UnionPay ATMs outside Mainland China and Hong Kong an amount greater than the available balance in the Linked Account, we will treat the entire withdrawal amount as a cash advance from your Hong Kong dollar sub-account.

## Use of phone banking service

- (g) We may specify or vary the scope, features and terms of the phone banking service from time to time without prior notice.

- (h) You authorise us to act on any instructions given by telephone (“**Telephone Instructions**”) using your phone banking PIN. We have no duty to verify the identity of the person using your phone banking PIN to give Telephone Instructions. We are not liable for acting in good faith on a Telephone Instruction given using your phone banking PIN even if that Telephone Instruction was not authorised by you.
- (i) We have no obligation but may act on a Telephone Instruction where there are no sufficient funds or available credit facilities. We are not required to notify you before acting on that Telephone Instruction. You will be liable to repay and indemnify us for the resulting overdraft, advance or credit created by effecting that Telephone Instruction. If we decide not to act on that Telephone Instruction, we are not liable for any consequence of not acting.
- (j) Any exchange rate or interest rate quoted by us in response to a Telephone Instruction is for reference only, unless the rate is confirmed by us for a transaction. A rate confirmed by us and accepted by you for a transaction through the phone banking service will be binding on you, even if we may have quoted a different rate previously by any means.
- (k) You should notify any person with whom you effect a transaction or fund transfer using the phone banking service of the details of that transaction. We are not responsible for giving such notice.
- (l) We may not process Telephone Instructions immediately or on the same day we receive the Telephone Instructions. This may be due to system constraint, equipment malfunction or failure, or other reasons (whether or not beyond our control). We are not liable for any delay or failure in effecting a Telephone Instruction. Our decision on whether or not to effect or the timing of effecting a Telephone Instruction will be final and binding on you.

## Use of Drop &amp; Go Counter service

- (m) We may specify or vary the scope, features and terms of the Drop & Go Counter service from time to time without prior notice.
- (n) You should ensure that all documents and items submitted under the Drop & Go Counter service are complete, accurate and duly signed as applicable. We have the right not to process any document or item if it is not complete, accurate or duly signed.
- (o) Where we allow deposit of banknotes, coins and cheques through the Drop & Go Counter service, the following provisions apply:
- (i) we are responsible only after we have received, counted and verified the banknotes, coins and cheques in accordance with our practice to our satisfaction;



(ii) in the cases below, we will only credit to your Card Account or other account the banknotes, coins and cheques that we have received, counted and verified to our satisfaction, and our decision is final and binding on you:

(1) if there is any discrepancy between the details specified in a pay-in slip and the banknotes, coins and cheques accompanying that pay-in slip that are actually received, counted and verified by us; or

(2) if for any reason we do not accept any banknotes, coins and cheques deposited.

Additional terms governing Card benefits

(p) We may separately issue or vary additional terms and conditions relating to Card benefits from time to time. These may include the following (or any of them) depending on the type of your Card:

(i) HSBC Mobile Credit Card Addendum to Credit Card Cardholder Agreement;

(ii) RewardCash Programme Terms and Conditions;

(iii) Terms and Conditions for the Credit Card Interest-free Instalment Plan applicable to Personal Credit Card Cardholders;

(iv) ATM Card Terms and Conditions;

(v) Terms and Conditions for HSBC Internet Banking.

(q) The terms and conditions relating to a Card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that Card benefit.

(r) 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.

(s) 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 or PIN**

Report promptly

(a) You should promptly report any loss, theft, disclosure or unauthorised use of your Card or PIN. You should report in person to a branch in Hong Kong or notify our Card Centre by telephone via the following hotlines:

(i) 2233 3322 (for HSBC Premier customers);

(ii) 2748 8333 (for HSBC Advance customers);

(iii) 2233 3000 (for other customers).

If overseas, you should notify any member of Visa, MasterCard Worldwide or UnionPay, as applicable.

(b) 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

(c) You will be liable for all cash advances and all other transactions effected by unauthorised use of your Card or PIN before we or any member of Visa, MasterCard Worldwide or UnionPay (as applicable) receive report of loss, theft, disclosure or unauthorised use.

(d) (i) If you report loss, theft, disclosure or unauthorised use of your Card or PIN in accordance with this Clause 5, your maximum liability for unauthorised transactions (other than cash advances) is:

(1) **(applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** HK\$500 for each of your Hong Kong dollar sub-account and Renminbi sub-account;

(2) **(for other Cards)** HK\$500 per Card.

(ii) However, please note that the limits referred to in Clause 5(d)(i) above DO NOT APPLY (and you will be liable for the full amount) in the cases below:

(1) if you have knowingly (whether or not voluntarily) permitted any other person to use your Card or PIN; or

(2) 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 regarding the use or safekeeping of your Card or PIN may be treated as your gross negligence.

(e) The limits specified in Clause 5(d) above DO NOT APPLY to any cash advance.

Replacement Card

(f) 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

- (a) We will normally provide a Card statement each month with the following and other details relating to a Card (including an additional Card, where applicable):
- (i) the total amount outstanding on the Card Account ("**Statement Balance**");
  - (ii) the minimum amount of the Statement Balance ("**Minimum Payment Due**") to be paid; and
  - (iii) 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**").
- If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, the Card statement will include separate sections specifying the payment details of each sub-account.
- (b) We have the right to send all Card statements to the primary cardholder, including Card statements relating to an additional Card.
- (c) 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

- (a) You may pay the Statement Balance by cheque or other means subject to our normal terms and conditions.
- (b) (i) **(Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)**
- (1) You should pay the amount outstanding on each sub-account separately in its own currency. If you have designated a Hong Kong dollar bank account to pay outstanding amounts on the Renminbi sub-account by way of standing instruction or cheque payment, we will convert the Hong Kong dollar amount to Renminbi at the prevailing exchange rate determined by us on the date we process the standing instruction or cheque.
  - (2) You should ensure you have sufficient funds in the Hong Kong dollar bank account referred to in Clause 7(b)(i)(1) above for conversion into Renminbi for payment, taking into account exchange rate fluctuations. Otherwise, you may have to pay finance or late charges (or both) set out in this Agreement.

- (ii) **(Applicable if your Card is a US\$ Visa Gold credit card)** You will maintain a US\$ Current, US\$ Savings or CombiNations Savings Account with us ("**US\$ Account**"). You authorise us to debit your 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. You should ensure that you have sufficient available funds in your US\$ Account on a Payment Due Date. Otherwise, you may have to pay finance or late charges (or both) set out in this Agreement.
- (c) If you will be away from Hong Kong, you should make arrangement as appropriate to settle the Card Account before your departure.
- (d) 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:
  - (i) firstly, all fees and charges billed to your Card Account;
  - (ii) then, 1% of the Statement Balance (excluding the billed fees and charges) at a time until the Minimum Payment Due is fully settled;
  - (iii) 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 repay that part of the remaining portion of the Statement Balance that incurs the highest interest rate first and so on); and
  - (iv) then, any amount in excess of the Statement Balance will be held to the credit of your Card Account.

If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, we will not convert or transfer any credit balance in one sub-account to settle outstanding balance in the other sub-account.
- (e) Without affecting or limiting the effect of Clause 7(d) 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.
- (f) (i) **(NOT applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** If your Card is a Hong Kong dollar card and you effect a Card Transaction in a currency other than Hong Kong dollar, we will debit that Card Transaction to your Card Account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate adopted by Visa or MasterCard Worldwide (as applicable) on the



date of conversion. We will also debit to your Card Account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by Visa or MasterCard Worldwide to us. The same arrangement applies to a Card Transaction effected by you in a currency other than US dollar if your Card is a US dollar card.

(ii) **(Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)**

(1) If you effect a Card Transaction in Renminbi, we will debit that Card Transaction to your Renminbi sub-account.

(2) If you effect a Card Transaction in Hong Kong dollar, we will debit that Card Transaction to your Hong Kong dollar sub-account.

(3) If you effect a Card Transaction in a currency other than Hong Kong dollar and Renminbi, we will debit that Card Transaction to your Hong Kong dollar sub-account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion.

We will also debit to your Hong Kong dollar sub-account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by UnionPay to us.

(g) (i) All payments to us under or in connection with this Agreement (including the outstanding balance in your Card Account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with this Agreement. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with this Agreement.

(ii) You agree that any termination of your Card is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of your Card, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if your Card is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with this Agreement, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated your Card.

(iii) You hereby confirm that any withholding tax obligation or other obligations to make

deduction or withholding (whether on account of tax or for any other reason), in respect of any amount payable to us under this Agreement whether under applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.

(iv) This Clause 7(g) will continue to be effective after the termination of your Card.

(h) You agree that we may debit your Card Account to make a partial or full refund of your credit balance by any means determined by us, including making a transfer to any of your bank accounts with us or sending a cashier's order to the address last notified by you, at any time without prior notice.

## 8. Fees and charges

(a) 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.

(b) Depending on the type of your Card, you may enjoy an interest-free period of up to 56 days on purchase transactions charged to your Card.

(c) Finance charge

(i) 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:

(1) the unpaid Statement Balance, from the statement date immediately preceding the Payment Due Date until we receive payment in full; and

(2) 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.

(ii) 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. We are entitled to set different interest rates for outstanding cash advance and outstanding purchase transactions respectively.



## (d) 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. If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, the late charge will be debited to your Hong Kong dollar sub-account, Renminbi sub-account or both (as applicable) on the following statement date.

## (e) 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.

- (i) 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, 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 your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, we have the right to charge an overlimit handling fee on your Hong Kong dollar sub-account, Renminbi sub-account or both (as applicable). 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;
- (ii) 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. If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card and 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;
- (iii) 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;
- (iv) card replacement fee: if your Card is an HSBC Premier MasterCard credit card, we will not charge a handling fee for each Card replaced before renewal. For other Cards, we will charge a handling fee for each Card replaced before renewal;
- (v) retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you;

(vi) annual fee: if your Card is an HSBC Premier MasterCard or HSBC Advance Visa Platinum credit card, we will waive the annual fee for your Card and any additional Card. For other Cards, we may charge or waive an annual fee for your Card and any additional Card; and

(vii) foreign currency transaction fee: we have the right to require you to pay in full or in part the transaction fee charged by Visa, MasterCard Worldwide or UnionPay (as applicable) to us on a Card Transaction:

- (1) if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card and you effect the Card Transaction with your Card in a currency other than Hong Kong dollar and Renminbi; or
- (2) for other Cards, you effect the Card Transaction with your Card in a currency other than the currency of the Card.

(f) 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.

(g) We will debit any fees and charges to your Card Account. Such fees and charges will not be waived or refunded.

**9. Integrated Account**

(a) **(Applicable if your Card is an HSBC Premier MasterCard credit card issued to you by us or any other member of the HSBC Group)**

- (i) If you do not have the Tier of HSBC Premier but we issued you the Card (and any additional Card) because you are an HSBC Premier customer of another member of the HSBC Group, you agree that:
  - (1) we may request or instruct such member of the HSBC Group to collect on our behalf all monies due and payable by you to us under this Agreement (in this Clause 9(a)(i), "Debts");
  - (2) we may assign the Debts to such member of the HSBC Group; and you waive all rights you may have in relation to the assigned Debts in our favour to the extent permitted by the Applicable Regulations; and
  - (3) Clause 7(g) also applies to any sum payable by you to such member of the HSBC Group.



(ii) If you have the Tier of HSBC Premier and have been issued with another HSBC Premier MasterCard credit card (and any additional Card) offered by another member of the HSBC Group, you agree that:

- (1) we may collect on behalf of such member of the HSBC Group any monies due and payable by you to it in connection with that HSBC Premier MasterCard credit card (and any additional Card) (in this Clause 9(a)(ii) **“Member Debts”**);
- (2) we may accept any assignment of Member Debts and exercise our right (including our set-off rights set out in Clause 14) in relation to the assigned Member Debts; and you waive all rights you may have in relation to the assigned Member Debts in our favour to the extent permitted by the Applicable Regulations; and
- (3) Clause 7(g) also applies to any sum payable by you to such member of the HSBC Group.

(b) **(Applicable if your Card is an HSBC Advance Visa Platinum credit card issued to you by us or any other member of the HSBC Group)** Clause 9(a) applies to your Card. Any references to “HSBC Premier” and “HSBC Premier MasterCard” are substituted by “HSBC Advance” and “HSBC Advance Visa Platinum” respectively, and Clause 9(a) shall be construed accordingly.

## 10. Additional Cards

- (a) 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.
- (b) 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.

## 11. Termination of Card

Termination by you

- (a) 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.
- (b) 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.

(c) You should cut a card in two before returning it to us.

Termination and suspension by us

- (d) We may terminate or suspend your Card (whether the primary Card or an additional Card) at any time without giving you prior notice or any reason.
- (e) If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, we may suspend your Hong Kong dollar sub-account or Renminbi sub-account (or both) at any time without giving you prior notice or any reason.

You remain liable for indebtedness even after termination

- (f) 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:
  - (i) the outstanding balance on your Card Account; and
  - (ii) the amount of any Card Transactions effected but not yet charged to your Card Account.
- (g) 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. Such outstanding amounts include any regular payments under arrangements which are set up or authorised by you before 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.
- (h) 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. Such Card Transactions include purchases or transactions through autopay arrangement or Octopus or other means of payment.

Autopay or other standing arrangements

- (i) Termination of your Card does not automatically terminate or transfer any arrangement set up or authorised by you in relation to your Card before its termination. Such arrangements include autopay arrangements, direct debit arrangements, regular payment arrangements, instalment plan and other standing arrangements. You should terminate or modify any such arrangement with the responsible merchant or party.

## 12. Limitation of our liability





- (a) We are not liable to you or any other person for the following (or any of them):
- (i) 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
  - (ii) 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.
- (b) 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.

### 13. Indemnity

- (a) Except as set out in Clause 13(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:
- (i) all actions, proceedings and claims which may be brought by or against us or them; and
  - (ii) all losses, damages and reasonable amounts of costs and expenses.

This indemnity shall continue after the termination of this Agreement.

- (b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 13(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 13(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- (c) 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.

### 14. 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.

### 15. 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.

### 16. Collection and disclosure of your information

- (a) Definitions

Terms used in this Clause 16 shall have the meanings set out below. If any term used in this Clause 16 is not defined below, that term shall have the meaning set out at the end of this Agreement.

**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 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.

**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.

**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 16(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 16 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 16 or the Notice.

Collection

- (i) 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

- (ii) 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 16, (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**”).

Sharing

- (iii) 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

- (iv) 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.



(v) 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 16 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.

(vi) 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:

(A) 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;

(B) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and

(C) block, transfer, close or terminate your account(s) or Card(s) (including additional Card(s)) where permitted under local Laws.

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

(i) 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.

(ii) 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.

(d) 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.

(e) Miscellaneous

(i) In the event of any conflict or inconsistency between any of the provisions of this Clause 16 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 16 shall prevail.



(ii) If all or any part of the provisions of this Clause 16 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 16 in that jurisdiction.

(f) Survival upon termination

This Clause 16 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).

## 17. General matters

(a) Your Card remains our property. You should return it to us upon our request.

(b) 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.

(c) In the course of providing our services, we may record verbal instructions received from you and any other verbal communication between us.

(d) We have the right to destroy any documents relating to your Card Account after microfilming or scanning them.

### Notices to you

(e) Unless we specify otherwise, you will be regarded as having received any notice given by us:

(i) at the time of personal delivery or leaving it at the address last notified by you (if delivered personally);

(ii) 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);

(iii) immediately after emailing it to the email address last notified by you (if sent by email);

(iv) immediately after sending it to your mobile phone number last notified by you (if sent by mobile message); or

(v) immediately after placing it in the Personal Internet Banking profile maintained by you with us (if made available there).

### Gambling or other illegal transactions

(f) 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 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

(g) 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 this Agreement.

### Governing law, jurisdiction and version

(h) This Agreement is governed by and will be construed according to Hong Kong laws.

(i) You submit to the non-exclusive jurisdiction of the Hong Kong courts.

(j) 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 Credit Card Cardholder Agreement, as may be amended from time to time.

**Applicable Regulation** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time.

**ATM** means an automated teller machine.

**Authority** means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

**Card** means HSBC Premier MasterCard, HSBC Advance Visa Platinum, HSBC Visa Signature, Visa Platinum, Visa Gold, US\$ Visa Gold, Gold MasterCard, Visa Classic, Classic MasterCard, UnionPay Dual Currency and UnionPay Dual Currency Diamond credit cards issued by us from time to time.

**Card Account** means the account established in respect of a Card for recording Card Transactions and other items. If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, Card Account consists of a Hong Kong dollar sub-account and a Renminbi sub-account as described in Clause 2(c).

**Card Transaction** means each transaction (including a cash advance) effected by using your Card or PIN.

**cash advance** means each cash withdrawal from your Card Account including withdrawal of any funds standing in the credit of your Card Account.



**EPS** means Easy Pay System.

**Excluded Card Transaction** is defined in Clause 2(d).

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

**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.

**Integrated Account** means any account maintained by you with us under the Integrated Account Terms and Conditions.

**Linked Account** is defined in Clause 4(f).

**Mainland China** means the People's Republic of China, excluding Hong Kong and Macau 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).

**PIN** means personal identification number or any code or number that is used by us to identify you when you access information, give instructions or make a transaction using a Card, internet banking, phone banking or any other service.

**Statement Balance** is defined in Clause 6(a).

**Telephone Instructions** is defined in Clause 4(h).

**Tier** means a tier which we may designate and allocate to you under an Integrated Account.

**UnionPay ATM** means any ATM bearing the logo of China UnionPay Company Limited that accepts your Card

**US\$ Account** is defined in Clause 7(b)(ii).

**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).

Effective from 1 July 2020

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



## Information on your Visa Platinum Card

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 Cardholder Agreement.

- 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.
  - l) 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 Customer Service Hotline on (852) 2233 3000 or inform the nearest HSBC branch. If you are overseas, report to any Visa 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).
- 3 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\$10,000 or your available credit limit whichever is lower.
- 5 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.
- 6 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\$20,000 for ATMs (or the local currency



equivalent if drawn from an ATM overseas) and a daily transfer limit of HK\$50,000 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 Customer Service Hotline on (852) 2233 3000. 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 Customer Service 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 Visa on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by Visa 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 2.625% per month (equivalent to an annualized percentage rate (APR) of up to 36.43% on purchase and 37.75% 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\$230, 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\$180 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 3% on the amount of advance (a minimum of HK\$80 for an over-the-counter cash advance and a minimum of HK\$55 for an advance made from an ATM or through any other channels) plus a cash advance fee of 2% on the amount of advance. The charges are flat and shall be debited to the card account as at the date of the advance.
- e) **Card replacement fee:** A fee of HK\$100 will be charged for each card replaced before renewal.
- 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:** The annual fee for Visa Platinum primary and combined additional cards are as follows:
  - i) **Primary card:** HK\$1,800.
  - ii) **Combined additional card:** HK\$900.

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 Retail Banking and Wealth Management 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 1 July 2020

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. 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.
  - (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 non-exclusive 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.



## 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 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 non-exclusive 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 23 August 2019

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 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). 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 Cardholder Agreement applies to the Instalment Plan. These Terms and Conditions prevail over the Cardholder Agreement 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.

**Cardholder Agreement** means the relevant credit card cardholder agreement 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 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 1 January 2016

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 Cardholder Agreement

## 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 Cardholder Agreement carefully. By storing and using your Mobile Credit Card, you will be considered to have accepted these Terms and Conditions and the Cardholder Agreement and will be bound by them. The terms used in these Terms and Conditions are defined at the end.**

### 1. Terms and Conditions supplement Cardholder Agreement

- (a) The Cardholder Agreement applies to your Mobile Credit Card. References in the Cardholder Agreement to "Card" and "Card Transactions" include your Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- (b) These Terms and Conditions supplement the Cardholder Agreement 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 Cardholder Agreement, 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 Cardholder Agreement.

### 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) 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;
  - (vi) 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;



- (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) 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;
  - (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) 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 it to be repaired;
  - (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 Cardholder Agreement.
- (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 Cardholder Agreement. 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 Cardholder Agreement.
- (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 Cardholder Agreement.

#### 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 Cardholder Agreement.

**Card Account** means the Card Account referred to in the Cardholder Agreement.

**Cardholder Agreement** means the cardholder agreement 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 1 June 2018

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



## Useful contact numbers

**HSBC Customer Service Hotline : (852) 2233 3000\***

(Including lost card report)

For more details on HSBC Credit Cards and the latest offers, please visit [www.hsbc.com.hk/creditcard](http://www.hsbc.com.hk/creditcard).

\* For HSBC Premier customer or HSBC Advance customer, please call the respective HSBC Premier Hotline (852) 2233 3322 or HSBC Advance Hotline (852) 2748 8333.