

HSBC Visa Signature Card Cardholder Agreement

Important! Before you use your HSBC Visa Signature Card issued by The Hongkong and Shanghai Banking Corporation Limited, please read carefully the Cardholder Agreement printed below. By using the Card you are accepting the Terms and Conditions set out below and will be bound by them.

The HSBC Visa Signature Card ('the Card') is issued by The Hongkong and Shanghai Banking Corporation Limited ('the Bank') on the following terms and conditions:

- 1 The Card is the property of the Bank and will be returned to the Bank immediately by the Cardholder upon the Bank's request.
- 2 The person to whom the Card is issued ('the Cardholder') will sign the Card immediately upon receipt and will not permit any other person to use it and will at all times safeguard the Card and keep it under the Cardholder's personal control.
- 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 card transactions exceeding the credit limit, or 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-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-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 The Cardholder will be responsible for all credit card facilities granted by the Bank in respect of the Card and for all Card Transactions effected by the Cardholder (whether voluntarily or otherwise) as well as all related charges hereunder, not withstanding the termination of this Agreement.
- 5 The Bank will assign a credit limit to the Card Account which must be strictly observed by the Cardholder. The Cardholder may apply for a review of his/her assigned credit limit at any time.

The Bank may at its sole discretion (but shall not be obliged to):

- (a) increase the credit limit from time to time with prior notice to the Cardholder;
 - (b) as a result of a reasonable assessment of the credit risks associated with the Card Account or the Cardholder based on information available to the Bank, reduce the credit limit to such amount as it thinks fit without prior notice to the Cardholder;
 - (c) permit Card Transactions to be effected in excess of the credit limit without prior notice to the Cardholder unless the Cardholder has chosen to opt out of the over-limit facility for the Card Account, and the Cardholder shall be liable for any related transaction in accordance with the terms of this Agreement.
- 6 (a) A statement will normally be provided to the Cardholder monthly on the Statement Date ('the Statement Date') with details of the total amount outstanding on the Card Account ('the Statement Balance'), the minimum sum to be paid by the Cardholder in respect of the Statement Balance as determined by the Bank ('the Minimum Payment Due'), such part of the Minimum Payment Due that is payable immediately and the date by which the remaining payment must be made to the Bank ('the Payment Due Date'). Payment of any part of the Statement Balance effected by cheque or other means will be accepted on and subject to the Bank's normal terms and conditions.
 - (b) If payment of the whole of the Statement Balance is received by the Bank on or before the Payment Due Date, no finance charge will be payable in respect of the same.
 - (c) 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 per month as specified in the Bank's "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" for the time being in force.
 - (d) If the Cardholder fails to pay the whole of the Minimum Payment Due by the Payment Due Date, a further late charge will be debited to the Card Account on the next following Statement Date.
 - (e) Without prejudice to Clause 5, 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, the Bank reserves the right to charge an overlimit handling fee which will be debited to the Card Account on the Statement Date.
 - (f) A handling fee will be charged to the Card Account for each returned cheque deposited in, or rejected autoPay

to, the Card Account where the cheque or autoPay is not drawn on an account with the Bank.

- 7 Cash advances shall include all cash withdrawals made from the Card Account including, without limitation, cash withdrawals from any funds earlier transferred or otherwise credited to the Card Account. Cash advances will be subject to a handling charge plus a cash advance fee. All charges are flat and shall be debited to the Card Account as at the date of the advance. No other charges are payable in respect of the cash advance if it is repaid by the Payment Due Date of the Statement on which it is first posted. The Bank may by notice to the Cardholder modify the fee and/or handling charges from time to time.
- 8 All fund transfers into or credits made to the Card Account will immediately be applied by the Bank to reduce the then existing outstanding balance in the Card Account which, if exceed the said outstanding balance, will be applied to fund future Card Transactions as and when they are debited to the Card Account.
- 9 The Cardholder agrees to pay the Bank's initial and/or periodical fee for the Card. Fees will be debited to the Card Account when due and are not refundable.
- 10 Collection and Disclosure of Cardholder Information
 - (a) Definitions

Terms used in this Clause 10 shall have the meanings set out below.

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

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

Compliance Obligations means obligations of the HSBC Group to comply with (i) any Laws or international guidance and internal policies or procedures, (ii) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (iii) Laws requiring the HSBC Group to verify the identity of its customers.

Connected Person means a person or entity (other than the Cardholder) whose information (including Personal Data or Tax Information) is provided by the Cardholder, or on the Cardholder's 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,
 - (b) Collection, Use and Sharing of Cardholder Information

This Clause 10(b) explains how the Bank will use information about the Cardholder 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 the Cardholder and other individuals (the "Notice") also contains important information about how the Bank and the HSBC Group will use such information and the Cardholder should read this Clause in conjunction with the Notice. The Bank and members of the

trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Cardholder has a relationship that is relevant to his 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 the Bank or members of the HSBC Group may take.

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

Laws include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank 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 (i) the opening, maintaining, closing and terminating of the Cardholder's accounts or Cards (including additional Cards), (ii) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (iii) maintaining the Bank's overall relationship with the Cardholder, including marketing services or products to the Cardholder, 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 the tax status of the Cardholder or a Connected Person. Reference to the singular includes the plural (and vice versa).

- (b) Collection, Use and Sharing of Cardholder Information

This Clause 10(b) explains how the Bank will use information about the Cardholder 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 the Cardholder and other individuals (the "Notice") also contains important information about how the Bank and the HSBC Group will use such information and the Cardholder should read this Clause in conjunction with the Notice. The Bank and members of the

HSBC Group may use Cardholder Information in accordance with this Clause 10 and the Notice.

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

- the Bank is legally required to disclose;
 - the Bank has a public duty to disclose;
 - the Bank's legitimate business purposes require disclosure;
 - the disclosure is made with the data subject's consent;
 - it is disclosed as set out in this Clause 10 or the Notice. Collection
- (i) The Bank and other members of the HSBC Group may collect, use and share Cardholder Information. Cardholder Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the Cardholder directly, from a person acting on behalf of the Cardholder, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

Use

- (ii) The Bank and members of the HSBC Group may use, transfer and disclose Cardholder Information (A) in connection with the purposes set out in this Clause 10, (B) as set out in the Notice (applicable to Personal Data) and (C) in connection with matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) ((A) to (C) are collectively referred to as the "Purposes").

Sharing

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

The Cardholder's Obligations

- (iv) The Cardholder agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Cardholder Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Cardholder Information from the Bank or a member of the HSBC Group.
- (v) The Cardholder confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank 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 such information as set out in this Clause 10 and the Notice (as may be amended or supplemented by the Bank from time to time). The Cardholder shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) The Cardholder consents and shall take such steps as are required from time to time for the purposes of any

Cardholder shall not be liable for the use of the Card by the Primary Cardholder or the use of any other Additional Card by any other Additional Cardholder.

- 26 Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at Automated Teller Machines ('ATMs'), Point-Of-Sale terminals or otherwise, the use of such facility will be subject to the Bank's ATM card Terms and Conditions in the ATM card Application Form available at all branches (for which purpose the Card Account will be 'the Cardholder's account') in addition to these Terms and Conditions.
- 27 A Cardholder's and an Additional Cardholder's respective use of the 'Phonebanking Service' will at all times be governed by the terms and conditions that apply to the Bank's Phonebanking Service which are currently set out in Section 5 of the General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) issued by the Bank.
- 28 In the course of providing Credit Card services, the Bank may need to record verbal instructions received from the Cardholder and/or any verbal communication between the Cardholder and the Bank in relation to such services.
- 29 The Bank reserves the right to destroy any documents relating to the Card Account after microfilming the same.
- 30 The Bank may from time to time introduce new products/ services to be made available to Cardholders including but not limited to the Mileage Programme and RewardCash Programme which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.
- 31 Any Credit Card instalment plan for the purchase of goods or services from merchants will be subject to the terms and conditions for the credit card interest-free instalment plan ('Instalment Plan') applicable to the relevant credit card (if any). The terms and conditions for the Instalment Plan is available at the HSBC website (www.hsbc.com.hk/1/2/hk/cards/), all branches upon request and in the welcome pack (for new cards). In case of any conflict between such terms and the terms herein, the former shall prevail.
- 32 Any notice given by the Bank hereunder will be deemed to have been received by the Cardholder after
 - (a) personal delivery of such notice to the cardholder if it is personally delivered; or
 - (b) the Bank has posted such notice by post if the notice is sent by post; or
 - (c) the Bank has emailed such notice if it is sent by email; or
 - (d) the Bank has placed such notice in the Personal Internet Banking Profile of the cardholder if it is made available therein.
- 33 The current fees, charges and interest rates referred to herein are set in the Bank's "Bank tariff guide for HSBC

fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to continue to charge finance charges at its prevailing rates).

- 12 Payments and credits to the Card Account may be applied to repay the Statement Balance in the following order:
 - (a) firstly, all fees and charges billed to the Card Account followed by 1% of the Statement Balance (excluding the billed fees and charges) until the Minimum Payment Due is fully settled;
 - (b) payments in excess of the Minimum Payment Due will be applied to repay such parts of the remaining portion of the Statement Balance in descending order according to the applicable monthly interest rate;
 - (c) or
 - (c) in any other order as the Bank considers appropriate without prior reference to the Cardholder.
- 13 All Card 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.
- 14 If the Cardholder is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by the Cardholder to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of the Cardholder such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Cardholder to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Cardholder shall indemnify the Bank for all consequences of the Cardholder's failure to do so.
- 15 The Bank accepts no responsibility for the refusal of any merchant establishment to honour the Card. Nor will the Bank be responsible in any way for any goods or services supplied to the Cardholder. No claim by the Cardholder against the merchant establishment will relieve the Cardholder from any obligation to the Bank hereunder. In particular, the setting up, modification or termination of direct debit authorisation instructions for any regular payment to be charged to the Card Account is strictly between the Cardholder and the respective merchant establishment(s). The Bank reserves the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the merchant establishment.
- 16 The Cardholder should examine each statement provided by the Bank to check its accuracy and notify the Bank's Card Centre of any transaction in any statement that was not authorised by the Cardholder within 60 days of the date of the statement. If the Cardholder fails to report within the said period, the transaction(s) shown on the statement will be deemed to be correct, conclusive and binding on the Cardholder and the Cardholder shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof.

Where the Cardholder reports an unauthorised transaction before the relevant settlement date, the Cardholder shall be entitled to withhold payment of the disputed amount. The Bank shall not impose any interest or finance charges on such disputed amount while it is under investigation by the Bank, or make an adverse credit report against the Cardholder. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period.

The retrieval fee for the photocopy of sales drafts will be debited to the Card Account.

The Cards are the property of the Bank and are not transferable. The loss or theft of any Card, or the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Card, should be reported immediately upon discovery of loss, theft or disclosure (to the Bank's Card Centre in the Hong Kong Special Administrative Region (SAR) telephone: 2233 3000 or, if overseas, to any member of Visa). The Cardholder shall be liable for all cash advances effected as a result of the unauthorised use of any such number and for all other transactions debited to the Card Account as a result of the unauthorised use of a Card (Non-cash Transactions) until notification of its loss, theft or disclosure has been received by the Bank or by a member of Visa provided that, except in the circumstances described below, the Cardholder's maximum liability for Non-cash Transactions shall be HK\$500. The Cardholder shall be fully liable for all Non-cash Transactions, without limit, if the Cardholder has acted fraudulently or with gross negligence in using or safeguarding the Card or has knowingly (whether voluntarily or otherwise) provided the Card to or let the Card be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss or theft. Failure to follow any measures to safeguard the Card (and such number) or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder from time to time may be treated as gross negligence for the above purpose.

- 19 The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a handling fee.
- 20 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Card Account (including, in the case of a Primary Cardholder, on any Additional Card Account) with any other account(s) which the Cardholder maintains with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to the Bank under this Agreement.

applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Cardholder Information in the manner described in this Agreement. The Cardholder agrees to inform the Bank promptly in writing if he is not able or has failed to comply with the obligations set out in (v) and (vi) in any respect.

(vii) Where:

- the Cardholder or any Connected Person fails to provide promptly Cardholder Information reasonably requested by the Bank, or
 - the Cardholder or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Cardholder Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Cardholder), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
- the Bank may:
- (A) be unable to provide new, or continue to provide all or part of the Services to the Cardholder and reserve the right to terminate its relationship with the Cardholder;
 - (B) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
 - (C) block, transfer, close or terminate the Cardholder's account(s) or Card(s) (including additional Card(s)) where permitted under local Laws.

In addition, if the Cardholder fails to supply promptly his, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the Cardholder or the Connected Person, including whether the Cardholder or a Connected Person is reportable to a Tax Authority, and may require the Bank 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, drawback request, application for Services, or any payment sent to or by the Cardholder, or on the Cardholder's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Cardholder 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 the identity and status of the Cardholder or a Connected Person.
 - (ii) The Bank 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 the Cardholder's instructions or

Retail Banking and Wealth Management Customers" available at all branches upon request. If particular services not specified herein are required, other fees and charges as set out in the Bank's "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" may apply. The Bank reserves the right to alter these Terms and Conditions as well as such amounts, interest rates, percentages or other fees and charges from time to time and may notify the Cardholder of any such alterations in any manner it thinks fit. The Cardholder will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

The Card shall not be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that any Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction.

The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to the Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the bank be responsible to the Cardholder or any third party for any indirect or consequential losses arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, the Bank shall incur no liability as a result of any act or omission of any third party (which is not acting as an agent of the Bank) through which any facilities or services to the Cardholder may be made available provided that the Bank shall have exercised reasonable care and skill in connection with its dealings with such third party.

This Agreement will be governed by and construed in accordance with the laws of the Hong Kong SAR.

Effective from 25 August 2014

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

滙豐 Visa Signature 卡持卡人合約

重要提示：閣下在使用香港上海滙豐銀行有限公司發出的滙豐 Visa Signature 卡前，請先細閱下文所載的持卡人合約。當持卡人使用此卡時，即表示持卡人同意接受以下所載的使用條款，並受其約束。

香港上海滙豐銀行有限公司（簡稱「本行」）根據下列條款發出滙豐 Visa Signature 卡（簡稱「此卡」）：

- 此卡屬本行所有，如本行提出要求，持卡人須立即歸還。
- 獲發此卡者（簡稱「持卡人」）獲發此卡後，須立即在其上簽署，不得轉讓他人使用，並時刻小心保管此卡，置之於持卡人的個人控管下。
- 每張信用卡均獲授予一信用限額，以作購物簽賬或提取現金貸款之用。您的信用限額會詳列於信用卡月結單上。本行可毋須事先通知您，而自行決定在用卡款額超出信用限額的情況下，批出以此卡進行的交易；或根據您或您的卡戶口的信貸風險評估結果而遞減信用限額。您可為您的卡戶口選擇拒絕接受超出信用限額信貸安排。在有關安排生效後，導致該信用卡戶口結欠超出可用信用限額之信用卡交易將不會獲批核，惟該信用卡戶口在若干情況下（包括但不限於誌賬不需授權而批出的交易及已獲批核但延遲誌賬的交易）仍可能超出信用限額而本行可毋須事先通知持卡人。
- 持卡人須對本行授予持卡人的信用卡的信貸負責，即使本合約終止，仍須負責以所有用卡款額（無論此用卡款額在持卡人自願或非自願的情況下進行交易）以及全部有關費用。
- 本行將向此卡戶口授予一信用限額，持卡人必須嚴格遵守。持卡人可不時向本行申請覆核其獲授予的信用限額。本行可自行決定（但無義務）：

- 動相關）的任何損失，本行及任何滙豐集團成員無需向持卡人或第三方負責。
- 稅務合規

持卡人承諾自行負責了解及遵守持卡人在所有司法管轄區有關及因開立及使用戶口或由本行或滙豐集團成員提供的服務引起的稅務責任（包括繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。各關連人士亦以其關連人士身份為自身作出相同承諾。某些國家的稅務法例具有跨領域效力，不論持卡人或關連人士的居籍、住處、公民身分或成立地方。本行及任何滙豐集團成員均不提供稅務意見。本行建議持卡人尋求獨立法律及稅務意見。持卡人在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用戶口、信用卡（包括附屬卡）及本行或滙豐集團成員提供的服務的稅務責任，本行及任何滙豐集團成員均無需負責。

- 雜項
 - 本第 10 條的條文與下列各項如有任何衝突或不一致，概以本第 10 條為準：
 - 持卡人與本行之間的任何其他協議；或
 - 規管任何其他服務、產品、業務關係或戶口的條文。
 - 本第 10 條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本第 10 條的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。
- 終止後繼續有效

即使持卡人、或本行或滙豐集團成員終止對持卡人提供任何服務、持卡人的任何戶口結束，或持卡人的任何信用卡（包括任何附屬卡）被終止，本第 10 條繼續有效。

- 如本行因向持卡人催繳、追收或提出控訴，以收回持卡人在本合約規定下應付的欠款，或在持卡人違反或不遵守本合約條款的情況下尋求其他補救方法，而須支付合理的律師費、收賬費用或其他開支，持卡人須全數補償本行所有律師費及其他有關的費用及開支。在該等款項清償前，本行有權繼續按其當行利率收取財務費用。

- 在事先知會持卡人的情況下增加持卡人的信用限額；
- 根據本行所得資料，對持卡人或此卡戶口進行合理的信貸風險評估，並因應評估結果而降低持卡人的信用限額至本行認為合適的金額而無須事先知會持卡人；
- 在用卡款額超出信用限額的情況下，批出以此卡進行的交易而無須事先知會持卡人，除非持卡人已為該戶口選擇拒絕接受超出信用限額信貸安排。卡人須就任何有關交易款項按本合約的條款負上全責。
- 本行通常每月（在結單日）向持卡人提供月結單，列明此卡戶口目前尚未清償的款項總額（簡稱「結單結欠」）、由本行根據結單結欠釐定持卡人須繳付的最低付款總額（簡稱「最低付款額」）、及其須即時繳交的部份，以及持卡人須向本行繳付剩餘款項的期限（簡稱「到期日」）。以支票或其他方式繳付的結單結欠任何部份之款項，本行得按正常條款接納。
 - 如本行在到期日或該日前已收到持卡人結單結欠的全部款項，持卡人毋須繳付利息。
 - 如持卡人在到期日仍未向本行清付結單結欠的全部款項，則(a)所有未清付的結單結欠須從到期日前一個結單日起計息直至所有款項清繳為止，以及(b)所有在到期日前一個結單日後記誌的新交易款項須根據交易日期起計息，直至所有款項清繳為止。有關財務費用將根據本行現行的「滙豐零售銀行及財富管理客戶銀行服務費用簡介」中所列每月利率按日計算。
 - 如持卡人在到期日仍未繳清應付的最低付款額的全部款項，則須另付逾期費用。此收費會在下次結單日從此卡戶口支取。
 - 在無損本合約條款(5)的前提下，如持卡人的結單結欠（扣除當期月結單誌入的任何費用後）超出其當時獲授予的信用限額，本行保留權利，可向持卡人徵收超出信用限額手續費，此收費將於月結日誌入此卡戶口。
 - 凡退票或自動轉賬遭退回，而該支票或自動轉賬並非由本行戶口發出，本行會從有關卡戶口內扣取手續費。
- 現金貸款應包括所有由此卡戶口提取之現金，包括但不限於提取於較早前存入此卡戶口之款項或進賬。進

- 存入此卡戶口的款項或其他進賬，可按照下列次序清還結單結欠：
 - 首先是已誌入此卡戶口的所有費用，其次是結單結欠（不包括已誌入的所有費用）的 1%，直至已清還最低付款額為止；
 - 任何超過最低付款額的款項按月息由高至低清還尚餘的結單結欠；或
 - 可按任何本行認為適當的次序清還結單結欠，而毋須預先通知持卡人。
- 所有並非以港幣計算的信用卡款額，均會參考 Visa 或萬事達卡國際組織於折算當日釐定的匯率，加上本行徵收的百分率，連同 Visa 或萬事達卡國際組織向本行收取的交易費用（如適用者，該等交易費用可能與本行攤分）計算，折算為港幣後，從此卡戶口中扣取。
- 如根據有關法律條例規定，持卡人按本合約向本行付款之前須從中扣減某些款項，則持卡人仍須負責補付已扣除的款額，得使在扣除該款項後，淨付款額仍相等於在毋須作出上述扣減的情況下本行原應收到的款額。持卡人須負起在適當限期前向有關當局繳付上述扣減款項的全責。如因持卡人未能依時繳付該款項，對本行所造成的一切後果須由持卡人全數作出賠償。
- 對於任何商業機構拒絕接受此卡，或對於使用此卡購買的貨物與服務，本行概不負責。持卡人向該商業機構索取賠償，並不能免除持卡人根據本合約對本行應負的責任。至於設立、更改或取消直接付款授權指示，透過此卡戶口進行經常支賬項目，純為持卡人與有關商戶之間的協議。如持卡人與商戶之間就有關安排有任何爭議，本行保留權利，毋須負責設立、更改或取消有關安排。
- 持卡人應審閱本行所提供的每份月結單，以查核其是否正確。如任何月結單上有任何並非由持卡人授權的交易，持卡人應於該月結單日期起 60 天內通知本行信用卡中心。如持卡人並未於上述期限內通知本行，該項（該等）列於月結單上的交易將被視為正確及最終的，且對持卡人具有約束力，並且持卡人應被視為已同意放棄就該項（該等）交易向本行提出反對或尋求補救的任何權利。

如持卡人於結算日期前將未經授權的交易通知本行，則持卡人冇權不支付該有爭議的賬項。本行不

行現金貸款交易，須繳付手續費與及現金貸款費。本行會於交易當日從有關卡戶口內扣取此等單次費用。若持卡人在首次記誌有關交易的月結單中所示的到期日或之前還清貸款額，則無須繳付上述以外之其他費用。本行得隨時調整上述費用，並會通知持卡人。

- 對於此卡戶口之一切存入款項或進賬，本行會立即用於清償該卡戶口當時之結欠，若該筆款項或進賬超逾當時之結欠，該筆款項將會用以支付該卡戶口中將來的用卡款額。
- 持卡人同意本行繳付此卡的首期及 / 或定期費用。此等費用按時從此卡戶口支取，並不予退還。
- 收集及披露持卡人的資料
 - 定義

出現於本第 10 條的詞語有下列涵義。

權力機關包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

持卡人資料指所有或任何有關持卡人或關連人士的下列各項（如適用）:(i) 個人資料，(ii) 關於持卡人、持卡人的戶口、信用卡（包括附屬卡）、交易、使用本行產品及服務，及持卡人與滙豐集團關係的資料，及 (iii) 稅務資料。

合規責任指滙豐集團要遵守下列各項的責任：(i) 任何法律或國際指引及內部政策或程序，(ii) 權力機關的任何要求或法律下申報、披露或其他責任，及 (iii) 要求滙豐集團核實其客戶身分的法律。

關連人士指持卡人以外的人士或單位，而其資料（包括個人資料或稅務資料）由持卡人（或持卡人代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。**關連人士**可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、持卡人的代表、代理或代名人，或與持卡人建立了關係的任何其他人土或單位，而該關係關乎持卡人及滙豐集團的關係。

控制人指控制單位的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人土。

就非信託單位而言，指處於相等或類似控制位置的人士。

金融罪行指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或規避或違反有關此等事宜的任何法律的任何行為或意圖。**金融罪行風險管理活動**指本行或滙豐集團成員為符合款或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。**滙豐集團**一併及分別地指滙豐控股有限公司、其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而滙豐集團成員具有相同涵義。

法律包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於本行或滙豐集團成員的協議或條約。**個人資料**指任何與一名個人有關的資料而從該等資料可確定該名個人的身分。**服務**包括 (i) 開立、維持、結束及終止持卡人的戶口或信用卡（包括附屬卡），(ii) 提供信貸融資及其他銀行產品及服務、處理申請、信貸及資格評估，及 (iii) 維持本行與持卡人的整體關係，包括向持卡人促銷服務或產品、市場調查、保險、審計及行政用途。

主要擁有人指直接或間接地享有一個單位多於 10% 的利潤或權益的任何個人。**稅務機關**指香港或外地稅務、納稅或金融機關。**稅務資料**指關於持卡人稅務狀況或關連人士稅務狀況的文件或資料。

凡提及單數則包括複數，反之亦然。

- 收集、使用及分享持卡人資料

本第 10(b)條解釋本行如何使用關於持卡人及關連人士的資料。適用於持卡人及其他個人的關於個人資料（私隱）條例的通知（前稱關於個人資料（私隱）條例的客戶通知）（簡稱「**個人資料通知**」）亦包含有關本行及滙豐集團如何使用該等資料的重要信息。持卡人應一併閱讀本條款及個人資料通知。本行及滙豐集團成員可按本第 10 條及個人資料通知使用持卡人資料。

持卡人資料不會披露予任何人士（包括其他滙豐集團成員），除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；

- 本行因正當的商業用途需要披露；
- 獲資料當事人同意作出披露；
- 按本第 10 條或個人資料通知所載作出披露。

收集

(i) 本行及其他滙豐集團成員可收集、使用及分享持卡人資料。本行或本行代表或滙豐集團代表可要求提供持卡人資料。持卡人資料可直接從持卡人、或從代表持卡人的人士或其他來源（包括公開資料）收集，亦可與本行或其他滙豐集團成員可獲取的其他資料產生或組合。

使用

(ii) 本行及滙豐集團成員可為下列用途使用、轉移及披露持卡人資料：(A) 按本第 10 條所載的用途，(B) 按個人資料通知（適用於個人資料）所載，及 (C) 為任何用途（不論是否有意對持卡人採取不利行動）而把持卡人資料與本行或滙豐集團持有的任何資料進行核對（(A) 至 (C) 統稱「**用途**」）。

分享

(iii) 本行可因應需要及適當的用途向個人資料通知所載的接收者轉移及披露任何持卡人資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

持卡人的責任

- 不時提供予本行或滙豐集團成員的持卡人資料如有任何變更，持卡人同意從速（在任何情況下於 30 天內）以書面通知本行。持卡人亦同意從速回覆本行或滙豐集團成員就提供持卡人資料的任何要求。
- 持卡人確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意）其已被或會被提供予本行或滙豐集團成員的資料（包括個人資料或稅務資料）按本行不時修改或補充的本第 10 條及個人資料通知所載處理、披露及轉移。持卡人須知會該等關連人士他們有權索取及改正其個人資料。
- 持卡人同意本行按本合約所述使用、儲存、披露、處理及轉移所有持卡人資料，並會作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。資料持卡人未能或

未有任何方面遵守 (v) 及 (vi) 列出的責任，持卡人同意從速以書面通知本行。

(vii) 如：

- 持卡人或任何關連人士未有按本行合理的要求從速提供持卡人資料，或
- 持卡人或任何關連人士拒絕給予或撤回任何本行為用途（不包括向持卡人促銷或推廣產品及服務有關的用途）處理、轉移或披露持卡人資料所需的任何同意，或
- 本行或滙豐集團成員就金融罪行或相關風險產生懷疑，

本行可能：

(A) 未能向持卡人提供新服務或繼續提供全部或部分服務，並保留終止本行與持卡人關係的權利；

(B) 作出所需行動讓本行或滙豐集團成員符合合規責任；及

(C) 若本地法律許可，封鎖、轉移、結束或終止持卡人的戶口或信用卡（包括附屬卡）。

另外，如持卡人未有按要求從速提供持卡人或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本行可自行判斷有關持卡人或該關連人士的狀況，包括持卡人或關連人士需否向稅務機關申報。本行或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並支付有關金額適當的稅務機關。

(c) 金融罪行風險管理活動

- 金融罪行風險管理活動包括：(A) 審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何持卡人或替持卡人收取或支付的款項；(B) 調查款項的來源或預定收款人；(C) 組合持卡人資料和滙豐集團持有的其他相關資料；及 (D) 對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認持卡人或關連人士的身分及狀況。
- 本行及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理持卡人的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對持卡人或任何第三方就不論任何方式產生並蒙受或招致（不論完全或部分跟進行金融罪行風險管理活

般章則條款（個人獨立戶口、聯名戶口及商業戶口持有人適用）。

28 在提供信用卡服務的過程中，本行可能需要以錄音記存持卡人的口頭指示，及 / 或持卡人與本行在該服務過程中的任何對話。

29 本行保留將已有微縮攝影的任何此卡戶口文件銷毀的權利。

30 本行不時向持卡人推出的新產品 / 服務（包括但不限於飛行優惠計劃及「獎賞錢」計劃）均受特定條款約束。如特定條款與本文所列條款有任何抵觸，概以特定條款為準。

31 任何有關購買指定商戶之貨品或服務的信用卡分期付款計劃須受適用於該信用卡的信用卡免息分期付款計劃條款及細則（簡稱「分期付款計劃」）（如有）約束。持卡人可於本行網頁（ www.hsbc.com.hk/1/2/chinese/hk/cards ）、各分行及信用卡迎新小冊子內（適用於新卡）索取該條款及細則。如該條款與本文所列條款有任何抵觸，概以該條款為準。

32 根據本合約而發出的任何通知，於本行向持卡人以下方式提出：

- 專人向其送遞該通知（如以專人送遞方式發送）；或
- 本行寄出該通知（如以郵寄方式發送）；或
- 本行以電郵方式發出該通知（如以電郵方式發送）；或
- 本行將該通知存放於戶口持有人的個人網上理財賬戶（如有提供）

得視為持卡人已收到通知。

33 本文所載的費用、服務收費及利息均詳列於本行的「滙豐零售銀行及財富管理客戶銀行服務費用簡介」。持卡人可向本行各分行索閱。如持卡人需要本行提供其他服務而該項服務並無列於本文，本行會依照「滙豐零售銀行及財富管理客戶銀行服務費用簡介」收取有關費用。本行保留權利，可不時修訂本合約條款及本合約所列的任何金額、利率、百分率或其他費用及收費，並以本行認為適當的方式將此等修訂通知持卡人，持卡人須受此等修訂約束，除非持卡人於任何修訂生效前將此卡退回本行取銷，則作別論。

會在調查該有爭議的賬項期間，就該賬項徵收任何利息或財務費用，亦不會就此作出對持卡人不利 的信用報告。在本行進行誠信調查之後，如調查結果（對持卡人有約束力）顯示持卡人所提出的報告並無根據，則本行保留權利可就該有爭議的賬項再徵收整段時期（包括調查時期）內的利息或財務費用。

17 索取簽購單影印本的費用將自此卡戶口內扣取。

18 此卡乃屬本行所有，不可轉讓。此卡如有遺失或被竊，或其用於現金貸款或自動櫃員機服務的密碼遺失、被竊或外泄予第三者，應在發覺後立即報知本行（如在香港特別行政區，應報知本行信用卡中心，電話:2233 3000；如在海外，應報知Visa的任何成員）。在本行或任何 Visa 成員收到有關遺失、被竊或外泄的通知前，持卡人須承擔因該密碼被擅用而引致的所有現金貸款及因此卡被擅用的其他交易款項（「非現金交易」）。持卡人如在保管或使用此卡方面有欺詐行為或疏忽；或在知情的情況下（無論自願或非自願）提供此卡予第三者或讓第三者取用此卡；或於發現遺失或被竊後，未有遵照本行的規定，在合理時限內盡快向本行或上述機構報告，持卡人須就所有非現金交易（不設上限）負上全責；否則，持卡人就非現金交易所須承擔的最高款額為港幣 500 元。如未能遵守本行不時以任何通訊方式向持卡人建議的任何保管及使用此卡（或該密碼）措施，可被視為疏忽論。

19 此卡遺失或被竊後，本行並無義務向持卡人補發新卡。本行向持卡人補發新卡，得收取所需費用。

20 除了一般抵銷債務的權利，法律上或其他合約訂明的權利外，本行可毋須另行通知而將此卡戶口（如持卡人為基本卡持卡人，則包括其連連之附屬卡戶口）與持卡人於本行所設的其他戶口合併，藉之將此等戶口的結存調動或互相抵銷，用以清付持卡人根據本合約所欠本行的一切款項。

21 (a) 持卡人可在任何時候終止本合約，但須以書面通知本行，並將此卡連同任何附屬卡及與此卡戶口連連的所有優惠卡歸還本行。如本合約應用於附屬卡，持卡人或附屬卡持卡人可終止本合約（只限於附屬卡的使用），但必須以書面通知本行，並將該附屬卡歸還本行。所有歸還的卡，均須先剪成兩半。

(b) 本行可在任何時候終止此合約，取銷此卡而不必預先通知及申述理由。

22 除非本行另行規定，否則，當本合約告終止，或持卡人破產或逝世時，此卡戶口的欠款，連同其他已簽發而未及記入此卡戶口的用卡款額，得視為立即到期，並須向本行悉數清付。本行可僱用第三者代收任何欠款。持卡人或其遺產管理人須負責清還此卡戶口的欠款（包括但不限於根據本合約終止或持卡人破產或逝世日期之前所設立的授權指示而在任何時間從此卡戶口支付或扣除的任何經常支賬款項）；本行因追討該等欠款所付出的任何合理的費用（包括律師費）及開支，須由持卡人或其遺產管理人悉數償還本行，使本行免受任何損失。在未償還上述款額前，本行有權繼續按當行利率收取財務費用。

23 如持卡人的職業或聯絡資料（包括但不限於地址、電話號碼、電郵地址及傳真號碼）有任何更改，持卡人應立即通知本行卡業務部（以本行不時規定或接納的方式）。

24 在無損本合約其他條款的前提下，如持卡人擬離開香港特別行政區超過一個月，應在離港前預先安排支付此卡戶口。

25 如本行應持卡人及附屬卡持卡人的聯名要求而發出附屬卡，則附屬卡持卡人得受本持卡人合約條款所約束，並須承擔使用附屬卡的責任。儘管這樣，基本卡持卡人亦須承擔使用此卡及附屬卡的責任。本行可全權決定向持卡人或附屬卡持卡人或二者追討附屬卡所引致的任何費用。在上述第21(a)條有關取銷附屬卡的規定下，基本卡持卡人有可能需要承擔因使用附屬卡而引起的所有費用，直至該卡歸還本行為止，或直至本行在基本卡持卡人要求下為該附屬卡辦理適用於失卡的手續為止。附屬卡持卡人則無須就基本卡持卡人使用基本卡或其他附屬卡持卡人使用其附屬卡負上責任。

26 如此卡包括自動櫃員機服務，可利用電子方法透過如自動櫃員機、售點終端機或其他設施，自此卡戶口以外其他戶口進行銀行業務交易，持卡人則須遵行本行自動櫃員機卡申請表上的自動櫃員機卡條款連同本合約條款，方可使用該項服務。（而此卡戶口將成為該條款內的「持卡人戶口」）。自動櫃員機卡申請表可於本行各分行索取。

27 凡使用「電話理財服務」，持卡人及附屬卡持卡人將受適用於本行電話理財服務第五部分的條款及細則所規管。該等條款及細則目前列載於由本行發出的一