



DEBIT CARD TERMS AND CONDITIONS

IMPORTANT! These Terms and Conditions apply to both Primary Cardholder and Supplementary Cardholder. Before you use your Debit Card, please read these Terms and Conditions carefully. By using (which includes activating) your Debit Card, you will be considered to have accepted these Terms and Conditions and will be bound by them. The terms used in these Terms and Conditions are defined at the end.

About the Debit Card

1. a) You may access your Accounts with your Debit Card subject to these Terms and Conditions and other terms and conditions which govern your Accounts and the applicable payment network or platform from time to time. If there is any inconsistency between these Terms and Conditions and the other terms and conditions, these Terms and Conditions prevail as regards your Debit Card and any Service. For the avoidance of doubt, the Services constitute "Service", and the instructions of a Supplementary Cardholder constitute "Instruction" for the purposes of the Integrated Account Terms and Conditions.
- b) The Primary Cardholder may request us to issue a Supplementary Debit Card to an individual designated by the Primary Cardholder. We may decide in our discretion whether or not to issue any Supplementary Debit Card.
- c) For the avoidance of doubt, the Supplementary Debit Card may access funds from the Primary Cardholder's Account. All Account statements will be sent to the Primary Cardholder.
- d) The Primary Cardholder should ensure that each Supplementary Cardholder uses and handles his/her Debit Card and related matters in accordance with these Terms and Conditions.
2. Your Debit Card remains our property. You should return it to us upon our request.
3. We may offer, vary, suspend, withdraw or cancel any Service, the Debit Card or your use of the Debit Card at any time without prior notice. We may also introduce, vary, restrict, suspend, withdraw or cancel all or any of the rights, benefits, services, facilities, rewards and privileges in connection with your Debit Card. Upon cancellation of the Debit Card, all sums due in respect of transactions effected by the use of the Debit Card or PIN shall become immediately payable without demand.

Card benefits

4. We may offer different benefits for different types of Debit Card. 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 Debit Card benefit. We may also offer different benefits for the Debit Card based on the tier of your integrated accounts, including preferential rates, fees and charges discount.

5. Debit Card benefits may include the following (or any of them) depending on the type of Debit Card:
 - a) mobile or contactless payment function;
 - b) rewards and privileges, including cash rebate, cash reward and other rewards and privileges;
 - c) 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, digital or mobile means;

*The use of the Debit Card at ATM and any access to a bank account via ATM shall also be governed by the specific terms and conditions applicable to ATM card and to that bank account.
 - d) internet banking or phone banking service for cardholders to operate their accounts or use other services which we may offer online or through telephone; and
 - e) any other benefits that we may notify you from time to time.
6. We may separately issue or vary additional terms and conditions relating to Debit Card benefits from time to time.
7. You may be required to make separate application to obtain some benefits.

Use of Debit Card may be subject to conditions

8. If you want to operate any of your Accounts with your Debit Card by electronic or digital means, whether at an ATM, a point of sale terminal, by telephone or other designated electronic, digital or mobile device:
 - a) You have to link that Account to your Debit Card. We may specify any conditions or limits relating to the use of the Debit Card by such means. These conditions or limits may include the following (or any of them):
 - i) designate the Account to be linked to your Debit Card, or specify the types or number of Accounts that you may link to your Debit 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 effected by the Debit Card by such means; and
 - b) With respect to a virtual Debit Card (including registering, storing and activating it in a Mobile Wallet), you have to complete the steps prescribed by us to enable you to use the virtual Debit Card. Further terms relating to the use of the virtual Debit Card are set out in Appendix 1 and Appendix 2.
9. 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 Debit Card at an ATM or a point of sale terminal or device outside Hong Kong for cash withdrawals, payments or transfers, you are required to set your daily withdrawal, payment and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels and in the manner (including whether the limits apply individually or collectively) designated by us from time to time. The use of the Debit Card outside Hong Kong are subject to fees as we may reasonably prescribe and the applicable law and regulations in the relevant overseas jurisdiction.

Your responsibility

10. a) You are responsible even if:
 - i) you do not sign a sales slip (including where a 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 Debit Card; or

ii) the transaction is effected involuntarily.

b) The Primary Cardholder is responsible for:

i) all transactions effected by the use of each Debit Card and each PIN (including all related fees and charges), including his/her Debit Card and PIN and the Debit Card and PIN of any Supplementary Cardholder; and

ii) any failure to comply with these Terms and Conditions by the Primary Cardholder or by any Supplementary Cardholder.

c) A Supplementary Cardholder is responsible for the use of his/her Debit Card and PIN, and is not responsible for the use of any Debit Card or PIN of the Primary Cardholder or any other Supplementary Cardholder.

11. You shall not, whether with or without your knowledge, use the Debit Card or PIN to effect any transaction which could contravene the laws of any jurisdiction.

You remain liable even after the termination of your Debit Card

12. You agree that when the Debit Card or PIN is used to effect, process or conduct any transaction, it is or shall be deemed to be used with your authority and knowledge whether or not you have actually authorised and/or have knowledge of the use of the Debit Card or PIN and we shall debit against your Account any such amount transacted or processed through the use of the Debit Card or PIN. You shall accept our records of all transactions effected, processed or conducted through the use of the Debit Card or PIN as correct and conclusive, save in the case of manifest error, and you agree to be bound by our records.

Security measures

13. You should take appropriate security measures including the following:

a) sign on the Debit Card immediately after receiving it, and take the security measures relating to the virtual Debit Card set out in Appendix 1;

b) keep your Debit Card and Mobile Device in a secure place and under your personal control. You should treat your Debit Card as if it were cash;

c) keep a note of your Debit Card number in a safe place, separate from your Debit Card;

d) remember to take your Debit Card from the ATM after use;

e) make sure your Debit Card is returned to you promptly after a transaction;

f) when you receive notice of your assigned PIN, memorise the PIN and destroy the notice;

g) keep your PIN and Device Passcode strictly confidential;

h) make sure each of the PIN and Device Passcode is protected from view by any other person when you use it;

i) change the PIN and Device Passcode regularly;

j) if the PIN or Device Passcode is or may have been seen by any other person, change it promptly;

k) DO NOT write down or keep the PIN or Device Passcode on or close to your Debit Card or handle it in any other way that may enable another person to use your Debit Card, PIN or Mobile Device. You should disguise any record of the PIN or Device Passcode;

- l) DO NOT choose obvious numbers for the PIN or Device Passcode (such as HKID card number, date of birth, telephone number or other easily accessible personal information) and use alphanumeric code (if available);
- m) DO NOT use the same PIN or Device Passcode for other services or purposes (such as connecting to the internet or accessing other websites);
- n) DO NOT transfer your Debit Card, PIN, Device Passcode or Mobile Device or allow any other person to use your Debit Card, PIN, Device Passcode or Mobile Device;
- o) always complete the 'total' box on the sales slip and put currency sign before the numerals. DO NOT leave space for other writing;
- p) make sure only one sales slip is imprinted for each transaction; and
- q) keep the cardholder copy of each sales slip and check it against your Account statement or records.

Loss, theft or misuse of Debit Card, PIN or Mobile Device

Report promptly

- 14. a) You should promptly report to us any loss, theft, disclosure or unauthorised use of your Debit Card, PIN or Mobile Device, followed by a written confirmation as soon as reasonably practicable. You will be responsible for all transactions effected by the use of your Debit Card or PIN before we receive your report.
- b) Without reducing or limiting the effect of Clause 14(a), you should promptly notify us of any transaction shown in any Account statement that was not authorised by you. You should notify us within 60 days of the date of the transaction and in such manner prescribed or accepted by us from time to time. If you do not notify us within such 60-day period, the transaction in question will be considered as correct, conclusive and binding on you and you will be regarded as having waived any right to object or pursue any remedy against us in relation to that transaction.

Your liability for unauthorised transactions

- 15. If you report loss, theft, disclosure or unauthorised use of your Debit Card, PIN or Mobile Device in accordance with Clause 14, your maximum liability for unauthorised transactions is HKD500 per Debit Card.
- 16. However, please note that the limit referred to in Clause 15 DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
 - a) if you have knowingly (whether or not voluntarily) permitted any other person to use your Debit Card, PIN or Mobile Device; or
 - b) if you have acted fraudulently or with gross negligence in using or safeguarding your Debit Card, PIN or Mobile Device. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Debit Card, PIN or Mobile Device may be treated as your gross negligence.

Replacement card

- 17. We have no obligation but may issue a replacement Debit Card to you. If we issue a replacement Debit Card, we may charge a handling fee by debiting any Account.

Sufficient funds in Account

18. If you effect a transaction using your Debit Card or PIN in a currency other than Hong Kong dollar ("foreign currency"), we will debit the transaction amount in the following manner:
- a) if the transaction is denominated in a foreign currency which you may access under the Account and there are sufficient available funds in that foreign currency in the Account to settle the amount of the transaction in full, then we will debit the full amount of the transaction in that foreign currency from the Account;
 - b) if there are no sufficient available funds in the foreign currency in the Account to settle the full amount of the transaction, or if you do not have access to the foreign currency under the Account, then we may convert the amount of the transaction from the foreign currency into Hong Kong dollar. If there are sufficient available funds in the Hong Kong dollar savings or current account held under the Account to settle the converted amount in full, then we will debit the converted amount in full from such Hong Kong dollar savings or current account. If there are no sufficient available funds in such Hong Kong dollar savings or current account to settle the full converted amount, then we have the right to reject the transaction. For avoidance of doubt, we will not combine the available funds in Hong Kong dollar held in such Hong Kong dollar savings and current accounts for settling the converted amount,

and we have the right to effect the currency conversion in each case at the exchange rate and at the time as we consider appropriate. You shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

Unauthorised overdraft

19. Notwithstanding Clause 18, if you effect a transaction (i) where there are insufficient funds in the related Account and (ii) which, if executed by us, would cause the related Account to go overdrawn or over an existing overdraft limit, we may in our sole discretion and without giving prior notice treat this as your informal request for an unauthorised overdraft and we may:
- a) refuse your request and that transaction, and impose a service charge for considering and refusing your request; or
 - b) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis. We may charge an arrangement fee for the overdraft or the increase.

Exclusions and exceptions

20. 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;
 - b) the availability or performance of any point of sale terminal or other device provided or operated by a merchant or any other person to enable the use of the Debit Card or any of its functions (including the contactless payment function); and
 - c) any consequential or indirect loss arising from or in connection with the use of your Debit Card or PIN.
21. We are not responsible for any merchant's refusal to accept your Debit Card or PIN. We are also not responsible for any goods or services supplied to you by any merchant. Your obligation to us under these Terms and Conditions 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 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.

22. (a) We shall be entitled to charge and debit the Account in respect of all transactions effected by the use of your Debit Card or PIN notwithstanding the non-delivery or non-performance of any merchant, or any defect in the goods or services provided by any merchant, or the failure of any merchant to provide or make available to you any of the merchant's goods, services, benefits, discounts or programmes. You must seek redress in respect of such goods, services, benefits, discounts or programmes from the relevant merchant directly.
- (b) During the investigation of a disputed transaction between you and any merchant, we have the right to charge and debit the Account for the transaction and refund the relevant amount to you after the investigation result supports your claim. We have sole discretion whether or not to make refund pending the result of the investigation.
- (c) We have the right to convert the refund amount into another currency at the exchange rate and at the time as we consider appropriate. You shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

Fees and charges

23. We will give prior notice for fees and charges in connection with the use of your Debit Card. We will debit the fees and charges as we consider reasonable from any Account.

Disclosure of personal data

24. 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 Debit Card.

Amendment

25. 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 we receive your written notice to cancel your Debit Card before the date on which that variation takes effect.
26. 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:
- 48 hours after posting (if that address is in Hong Kong); or
 - seven days after posting (if that address is outside Hong Kong).

Joint account

27. Where your Account is in joint names, we may issue the Debit Card to anyone who is authorised singly to operate the Account.
28. If you and any other person sign or agree to be bound by these Terms and Conditions:
- subject to Clause 10(c), each person is jointly and severally liable with each other for the obligations and liabilities in

connection with the Debit 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.

Cancellation of Debit Card

29. a) Subject to Clause 29(b) and Clause 29(c), you may cancel the Debit Card by giving notice in writing to us or by such other method as we may prescribe from time to time. Such cancellation shall only be effective on receipt by us of the payment of all sums due to us in connection with the Debit Card or pursuant to these Terms and Conditions.
- b) Cancellation of the primary Debit Card will result in the automatic cancellation of all Supplementary Debit Cards. A Supplementary Debit Card may be cancelled by the Primary Cardholder.
- c) Cancellation of the physical Debit Card will result in the automatic cancellation of the virtual Debit Card. You cannot cancel the virtual Debit Card without cancelling the physical Debit Card.

Account Tier and Debit Card Type

30. The type of Debit Card issued to you will depend on your integrated account tier. If you are an HSBC Jade client, we may offer you an HSBC Jade Mastercard Debit Card for each Premier integrated account held in your name. In all other cases, the HSBC Mastercard Debit Card will be offered.
31. If you are no longer an HSBC Jade client, we have the right to issue you with the HSBC Mastercard Debit Card in place of your HSBC Jade Mastercard Debit Card. We will notify you about the replacement arrangement in such case.
32. Your Debit Card will also be cancelled if your integrated account is cancelled.

General matters

33. 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.
34. 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.
35. 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 Debit Card or PIN.

ATM means an automated teller machine.

Debit Card means any card issued to you by us or any supplementary debit card in relation to any Account which may be used to effect transactions by electronic or digital means, whether at an ATM, a point of sale terminal or other electronic, digital or mobile devices as we may make available or accept from time to time, and includes any contactless-enabled card, physical card, virtual card or digital card, whether transcribed or imaged into your mobile phone or device or operated in any other way.

Device Passcode, in respect of a Mobile Device, means the access passcode of that Mobile Device.

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

Mobile Device, in respect of a virtual Debit Card, means the computer, smartphone, tablet or other electronic, digital or mobile device stored with or enabled to access or use that virtual Debit Card.

Mobile Wallet means a wallet application provided by a Mobile Wallet Provider.

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

PIN means any number or code that applies or is used by us to identify you when you access information, give instructions or make a transaction using a Debit Card. A PIN may include a personal identification number, a personal code or a card verification value (CVV) number and may be designated by us or you.

Primary Cardholder means the person to whom we issue a primary Debit Card.

Service means any service which we may provide or procure in relation to a Debit Card.

Supplementary Cardholder means any and each person to whom we issue a supplementary debit card at the request of the Primary Cardholder.

Supplementary Debit Card means any Debit Card held by a Supplementary Cardholder.

Terms and Conditions means these terms and conditions (including the Appendices) 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 a Primary Cardholder or a Supplementary Cardholder.

Appendix 1

Applicable to the virtual Debit Card

1. Registering, storing and activating the virtual Debit Card

- (a) The virtual Debit Card may be accessed or stored on a mobile device of such type and model as prescribed or accepted by us from time to time. We have the right to vary the type or model or withdraw an existing type or model of mobile device at any time without prior notice.
- (b) We may need you to complete the required steps to verify and activate the virtual Debit Card. We may limit the number of Mobile Devices in which the same virtual Debit Card can be accessed or stored from time to time and you should refer to our latest communications regarding such limit.
- (c) By accessing or storing the virtual Debit Card in your Mobile Device, 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 Mobile Device, the SMS message will be sent to the phone number last recorded with us but not to your Mobile 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 any steps we may require to verify and/or activate the virtual Debit Card.
- (d) You can access or view your virtual Debit Card when we make it available to you on our designated mobile banking app, which may be before or after your physical Debit Card is activated. Once you accessed or viewed it, it will be ready for use immediately (unless we ask you to follow further activation steps). Before your physical Debit Card is activated by you, we have the right to determine the types of transactions which are allowed with the virtual Debit Card.
- (e) Once you have accessed or viewed the virtual Debit Card on our designated mobile banking app, you should keep your virtual and physical Debit Cards safe. If you have accessed or viewed the virtual Debit Card (no matter whether you have received or activated your physical Debit Card), you will bear all risks and consequences of all transactions effected by the use of your virtual Debit Card, including the use by unauthorised persons or for unauthorised purposes. We would also recommend that you activate your physical Debit Card as soon as possible. We have the right to cancel the virtual Debit Card if your physical Debit Card remains de-activated.
- (f) You may have to activate your virtual Debit Card again if we issue a new or replacement physical Debit Card to you.

2. Your responsibilities

- (a) In addition to the security measures prescribed by the other provisions of these Terms and Conditions, you should take appropriate security measures in connection with the virtual Debit Card, including the following:
 - (i) take reasonable precautions to safe-keep the security details relating to your virtual Debit Card and Mobile Device (including your Device Passcode, PIN, password, fingerprint and/or any other biometric credentials stored in your Mobile Device and/or any cloud storage platform), and prevent them from loss, theft or unauthorised use;
 - (ii) DO NOT allow anyone else to use or log on to your Mobile Device;

- (iii) ensure that the biometric credentials stored on your Mobile Device are your own and DO NOT store anyone else's fingerprint or biometric credentials in your Mobile Device, and that you only use your own biometric credentials to access your virtual Debit Card;
 - (iv) DO NOT use facial recognition to access your virtual Debit Card or Mobile Device if you have an identical twin sibling or if your facial features may change or develop, in which case you are recommended instead to use your Device Passcode;
 - (v) DO NOT take any action to disable any function provided by your Mobile Device, and/or agree to any settings of your Mobile Device that would compromise the security of the use of your virtual Debit Card or Mobile Device;
 - (vi) DO NOT access or store the virtual Debit Card in a device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" device);
 - (vii) if you have already set up access to your Mobile 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;
 - (viii) delete the virtual Debit Card from your Mobile Device before you sell or dispose of your Mobile Device or pass your Mobile Device temporarily to someone else for repair or other reason; and
 - (ix) upon cancellation of the virtual Debit Card, remove it from your Mobile Device.
- (b) You are fully responsible for any disclosure of your virtual Debit Card details, Device Passcode, PIN, password or other security details relating to your virtual Debit Card or Mobile Device to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your virtual Debit Card being used by unauthorised persons or for unauthorised purposes.
- (c) You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to access, store and use your virtual Debit Card.

Appendix 2

Applicable to a digital version of your Debit Card stored in the Mobile Wallet of your Mobile Device

1. Supplementing Debit Card Terms and Conditions

- (a) The provisions of this Appendix supplement the Debit Card Terms and Conditions and, together, they govern a digital version of your Debit Card stored in the Mobile Wallet of your Mobile Device. If there is any inconsistency between the provisions of this Appendix and the Debit Card Terms and Conditions, the provisions of this Appendix prevail.
- (b) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of a digital version of your Debit 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 this Appendix and the Debit Card Terms and Conditions.
- (c) In this Appendix:
 - (i) **Mobile Debit Card** means a digital version of your Debit Card stored in the Mobile Wallet;
 - (ii) **Mobile Wallet** means a wallet application provided by a Mobile Wallet Provider; and
 - (iii) **Mobile Wallet Provider** means the provider of the Mobile Wallet in your Mobile Device, as designated by us from time to time.

2. Registering, storing and activating the Mobile Debit Card

- (a) You may store your Debit Card in your Mobile Wallet only if the Debit 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 Debit Cards that you may store in one Mobile Wallet from time to time which we cannot control. We may however limit the number of Mobile Devices in which the same Mobile Debit Card can be accessed or 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 Mobile Device), and the registration and verification flow of your Mobile Wallet in order to register and store the Debit Card in your Mobile Wallet.
- (d) By registering a Debit 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 Mobile Device, the SMS message will be sent to the phone number last recorded with us but not to your Mobile 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 any steps we may require to verify and/or activate the Mobile Debit Card in the Mobile Wallet.
- (e) If you have any questions or complaints about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

3. Your responsibilities

- (a) In addition to the security measures prescribed by the other provisions of the Debit Card Terms and Conditions, you should take appropriate security measures in connection

with the Mobile Debit Card in your Mobile Wallet, including the following:

- (i) take reasonable precautions to safe-keep the security details relating to your Mobile Debit Card, Mobile Wallet and Mobile Device (including your Device Passcode, personal identification number (PIN), password, fingerprint and/or any other biometric credentials stored in your Mobile Device and/or any cloud storage platform), and prevent them from loss, theft or unauthorised use;
 - (ii) DO NOT allow anyone else to use or log on to your Mobile Device or Mobile Wallet;
 - (iii) ensure that the biometric credentials stored on your Mobile Device are your own and DO NOT store anyone else's fingerprint or biometric credentials in your Mobile Device, and that you only use your own biometric credentials to access your Mobile Debit Card and Mobile Wallet;
 - (iv) DO NOT use facial recognition to access your Mobile Debit Card, Mobile Wallet or Mobile Device if you have an identical twin sibling or if your facial features may change or develop, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
 - (v) DO NOT take any action to disable any function provided by your Mobile Device, and/or agree to any settings of your Mobile Device that would compromise the security of the use of your biometric credentials for the use of your Mobile Debit Card, Mobile Wallet or Mobile Device. 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;
 - (vi) DO NOT install or launch the Mobile Wallet in a device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" device);
 - (vii) if you have already set up access to your Mobile 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;
 - (viii) delete the Mobile Debit Card from the Mobile Wallet before you sell or dispose of your Mobile Device or pass your Mobile Device temporarily to someone else for repair or other reason; and
 - (ix) upon cancellation of the Debit Card, remove the Mobile Debit Card from the Mobile Wallet.
- (b) You are fully responsible for any disclosure of your Mobile Debit Card details, Device Passcode, PIN, password or other security details relating to your Mobile Debit Card, Mobile Wallet or Mobile Device to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Debit Card and Mobile Wallet being used by unauthorised persons or for unauthorised purposes.
- (c) You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your Mobile Debit Card.

Appendix 3

Applicable to cash rebate

1. We may offer cash rebate to eligible transactions made by the Debit Card. We have sole discretion to set, vary, suspend or withdraw any cash rebate arrangements from time to time, including the following matters:
 - (a) the rate of cash rebate (including the different rates applicable to different types of Debit Cards, customer segments and transaction types);
 - (b) any minimum and/or maximum amount of cash rebate which may be earned;
 - (c) the types of transactions eligible for earning cash rebate;
 - (d) any minimum and/or maximum limit on the transaction amount for earning cash rebate;
 - (e) how and when and the currency in which cash rebate will be paid;
 - (f) the channel through which a transaction must be effected in order to be eligible for earning cash rebate;
 - (g) the circumstances under which any cash rebate paid to you is to be subsequently reversed, cancelled or identified as ineligible and our right to deduct such cash rebate from your Account; and
 - (h) any other details relating to earning or paying cash rebate.
2. We have the right not to pay any cash rebate and the right to debit from the Account any cash rebate paid to you if, in our reasonable opinion, there is fraud or abuse relating to the earning or using of cash rebate. Such fraud or abuse may include obtaining refund of the amount of a transaction by any means after earning the cash rebate for that transaction.
3. We have the right to cancel any unused cash rebate upon the cancellation of your Debit Card.
4. We have the right not to offer cash rebate if your Account is restricted or conditions have been imposed for accessing the Account.
5. The following transactions are ineligible for cash rebate:
 - (a) fees and charges;
 - (b) cash withdrawal;
 - (c) purchase transactions effected outside of Mastercard network;
 - (d) bill payment (including tax payments to the tax authorities);
 - (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 or investment trading platforms);
 - (iv) wire transfers;
 - (v) rental payment or property purchase;
 - (vi) purchase and/or reload of stored value cards or e-Wallets;
 - (vii) purchase of cryptocurrencies; and
 - (viii) instalment payments.
6. We determine the eligibility of transactions based on merchant codes issued by the relevant card association from time to time. Since the codes are managed by the card association, we are not

liable for their accuracy or categorization of transaction merchant types. Our decision on a transaction's eligibility for the cash rebate is final and conclusive.

7. We have the right to determine the currency in which cash rebate will be paid. We will try to pay you the cash rebate in the same currency as the one in which the transaction was settled, where feasible.
8. If we decide to pay the cash rebate in a currency that is different from the currency that was used to settle the transaction, we will calculate the cash rebate amount at the exchange rate determined by us with reference to the rate set by the relevant card association.
9. The cash rebate amount will be rounded to the nearest cent.
10. You will not be entitled to cash rebate if you close your Account or cancel your Debit Card before the cash rebate is credited to your Account.

Data Privacy Notice

Notice relating to the Personal Data (Privacy) Ordinance

We protect your privacy. Read this notice to find out how we collect, store, use and share your personal data.

1	2	3
HOW WE COLLECT AND STORE YOUR DATA	WHAT WE USE YOUR DATA FOR	WHO WE SHARE YOUR DATA WITH
<p>We collect your data</p> <ul style="list-style-type: none">• when you interact with us and use our products and services• visit our websites (please see the “Privacy and Security” section of www.hsbc.com.hk and refer to “Use of cookies policy” for details of how we use cookies)• from other people and companies, including other HSBC group companies. <p>We may store your data locally or overseas, including in the cloud. We apply our global data standards and policies wherever your data is stored.</p> <p>We’re responsible for keeping your data safe in compliance with Hong Kong law.</p>	<p>We use your data</p> <ul style="list-style-type: none">• to send you direct marketing if you’ve consented to it• to improve our products, services and marketing• to help us comply with laws, regulations and requirements, including our internal policies, in or outside Hong Kong• to detect, investigate and prevent financial crimes• for the other purposes set out in section B.	<p>We share your data with</p> <ul style="list-style-type: none">• other HSBC group companies• third parties who help us to provide services to you or who act for us• third parties who you consent to us sharing your data with• local or overseas law enforcement agencies, industry bodies, regulators or authorities• the other third parties set out in section C. <p>We may share your data locally or overseas.</p>

You can access your data

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices.

You control your marketing preferences

You control what marketing you receive from us and how you receive it.

You can change this at any time by contacting us or updating your preferences on internet banking.

You can contact us

dfv.enquiry@hsbc.com.hk
The Data Protection Officer
HSBC, PO Box 72677,
Kowloon Central Post Office,
Hong Kong

A	B	C
Collect and store	Use	Share
<p data-bbox="63 183 362 213">We may collect</p> <ul data-bbox="63 240 362 848" style="list-style-type: none"> <li data-bbox="63 240 362 365">• biometric data such as your voice ID, thumb print and facial recognition data <li data-bbox="63 381 362 505">• your geographic data and location data based on your mobile or other electronic device <li data-bbox="63 521 362 646">• data from people who act for you or who you deal with through our services <li data-bbox="63 662 362 848">• data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators. <p data-bbox="63 864 362 988">If you don't give us data then we may be unable to provide products or services.</p> <p data-bbox="63 1004 362 1063">We may also generate data about you</p> <ul data-bbox="63 1079 362 1515" style="list-style-type: none"> <li data-bbox="63 1079 362 1233">• by combining information that we and other HSBC group companies have collected about you <li data-bbox="63 1249 362 1340">• based on the analysis of your interactions with us <li data-bbox="63 1356 362 1515">• through the use of cookies and similar technology when you access our website or apps. 	<p data-bbox="362 183 642 213">We use your data to</p> <ul data-bbox="362 240 642 1306" style="list-style-type: none"> <li data-bbox="362 240 642 365">• provide products and services to you including conducting credit checks <li data-bbox="362 381 642 603">• provide personalised advertising to you on third party websites (this may involve us aggregating your data with data of others) <li data-bbox="362 619 642 1029">• help us to comply with requirements or requests that we or the HSBC group have or receive such as legal or regulatory in or outside Hong Kong. Sometimes we may have to comply and other times we may choose to voluntarily comply <li data-bbox="362 1045 642 1170">• manage our business, including exercising our legal rights <li data-bbox="362 1186 642 1306">• other uses relating to the above or to which you have consented. <p data-bbox="362 1322 642 1383">If you provide data about others</p> <p data-bbox="362 1399 642 1617">If you provide data to us about another person, you should tell that person how we will collect, use and share their data as explained in this notice.</p>	<p data-bbox="642 183 967 213">We share your data with</p> <ul data-bbox="642 240 967 1408" style="list-style-type: none"> <li data-bbox="642 240 967 528">• local or overseas bodies or authorities such as legal, regulatory, law enforcement, government and tax and any partnerships between law enforcement and the financial sector <li data-bbox="642 544 967 766">• any person who you hold a joint account with, people who can give instructions for you and anyone who is giving (or may give) security for your loans <li data-bbox="642 782 967 968">• any third party who we may transfer our business or assets to so it can evaluate our business and use your data after any transfer <li data-bbox="642 984 967 1138">• partners and providers of reward, co-branding or loyalty programs, charities or non-profit organisations <li data-bbox="642 1154 967 1408">• social media advertising partners (who can check if you hold an account with us and send our adverts to you and advertise to people who have a similar profile to you). <p data-bbox="642 1424 967 1573">We may share your anonymised data with other parties not listed above. If we do this you won't be identifiable from this data.</p>

D

Direct Marketing

This is when we use your data to send you details about financial, insurance or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your demographics, the products and services that you're interested in, transaction behaviour, portfolio information, location data, social media data, analytics and information from third parties when we market to you.

We don't give your data to others for them to market their products and services to you. If we ever wanted to do this, we'd get your separate consent.

E

Your Credit Information

If you apply for, have, or have had, a loan including a home loan

We'll perform credit checks on you which may involve us providing your loan data to a credit reference agency (CRA). The CRA will add this data to their database, which is available to other credit providers to help them assess whether to provide you with credit. The CRA will keep your data. You can request that we ask the CRA to delete it once you've fully repaid your loan. They will only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRA will keep your data for 5 years from the date you fully paid that missed payment.

• you're not declared bankrupt with an amount under your loan being written off. If you are, the CRA will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount.

If you have a home loan, we'll ask for your consent to share previous home loan data with CRAs.

This notice will apply for as long as we store your data. We'll send you the latest version at least once a year. If we use your data for a new purpose, we'll get your consent.

扣賬卡條款及細則

重要提示！本條款及細則適用於基本卡持卡人及附屬卡持卡人。閣下在使用扣賬卡前，請細閱本條款及細則。閣下使用(包括啟動)扣賬卡，即被視為已接受本條款及細則並受其約束。在本條款及細則中使用的詞語的定義載於本條款及細則的末端。

關於扣賬卡

- 閣下可以通過閣下的扣賬卡使用閣下的戶口，閣下將不時受本條款及細則及其他規管閣下戶口及適用的付款網絡或平台的條款限制。如本條款與其他條款有任何不一致，就閣下的扣賬卡和任何服務而言概以本條款及細則為準。為免生疑問，就綜合理財戶口條款及細則而言，服務構成綜合理財戶口條款及細則中定義的「服務」，而附屬卡持卡人的指示構成綜合理財戶口條款及細則中定義的「指示」。
 - 基本卡持卡人可要求本行向基本卡持卡人指定的個人發出一張附屬扣賬卡。本行可酌情決定是否發出任何附屬扣賬卡。
 - 為免生疑問，附屬卡持卡人可使用基本卡持卡人戶口的資金。所有戶口結單均會發送予基本卡持卡人。
 - 基本卡持卡人應確保每名附屬卡持卡人按本條款及細則使用及處理其扣賬卡及相關事宜。
- 閣下的扣賬卡屬本行所有。閣下須按本行要求歸還。
- 本行可無需事先通知隨時提供、更改、暫停、撤回或取消任何服務、扣賬卡或閣下使用扣賬卡。本行亦可加入、更改、限制、暫停、撤回或取消所有或任何有關閣下扣賬卡的權利、優惠、服務、設施、獎賞及優待。扣賬卡一經取消，使用扣賬卡或私人密碼進行的交易的全部金額須即時支付。

扣賬卡優惠

- 本行可就不同種類的扣賬卡提供不同優惠。本行可推出新優惠或更改或撤回任何優惠，而無需事先通知。本行有權設定、排除或撤回可享用或使用任何扣賬卡優惠的任何戶口。本行亦可根據閣下的綜合理財戶口級別為扣賬卡提供不同的優惠，包括特惠息率、費用及收費折扣。
- 視乎扣賬卡的種類，扣賬卡優惠可包括下列各項(或任何一項)：
 - 流動或非接觸式付款功能；
 - 獎賞及優待，包括現金回贈、現金獎賞及其他獎賞及優待；

- c) 使用自動櫃員機，讓持卡人於指定自動櫃員機*或銷售點終端機或以其他指定電子、數碼或流動方式使用扣賬進行銀行理財交易；
*於自動櫃員機使用扣賬卡及通過自動櫃員機使用銀行戶口亦須受適用於自動櫃員機卡及該銀行戶口的特定條款及細則規管。
 - d) 網上理財服務或電話理財服務，讓持卡人透過網上連線或電話來操作戶口或使用本行提供的其他服務；及
 - e) 本行可不時通知閣下的任何其他優惠。
6. 本行可不時另外發出或更改有關扣賬卡優惠的附加條款及細則。
7. 閣下可能需要另行申請以獲取優惠。

使用扣賬卡可受條件限制

8. 如閣下欲以電子或數碼方式使用扣賬卡操作任何戶口，不論於自動櫃員機、銷售點終端機或透過電話或其他指定電子、數碼或流動裝置：
- a) 閣下須連結該戶口至扣賬卡。本行可指定以該等方式使用扣賬卡的任何條件或限制。該等條件或限制可包括下列各項(或任何一項)：
 - i) 指定連結至扣賬卡的戶口，或指明閣下可連結至扣賬卡的戶口種類或數目；
 - ii) 交易的貨幣；及
 - iii) 以該等方式使用扣賬卡進行現金提款、轉賬或付款的限制(包括按日或按交易或其他限制)；及
 - b) 就虛擬扣賬卡(包括在手機錢包中登記、儲存及啟動)，閣下須完成本行指定的步驟方能使用虛擬扣賬卡。附錄1及附錄2列出有關使用虛擬扣賬卡的其他條款。
9. 在不限制本行權利的情況下，本行可以設定每日交易限額或指定於香港境內或境外的服務範圍。如閣下欲於香港境外的自動櫃員機或銷售點終端機或裝置使用扣賬卡進行現金提款、付款或轉賬，閣下須預先設定每日提款、付款及轉賬限額以及相應的有效期限。閣下必須通過本行不時指定的其中一個渠道並按指定方式(包括限額是否單項或整體限額)設定限額及期限。在香港境外使用扣賬卡須繳付本行合理訂明的費用及須受相關海外司法管轄區的適用法律及法規限制。

閣下的責任

10. a) 縱使在下列情況，閣下仍須負責：
- i) 閣下沒有簽署簽賬單(包括如交易可以電話、郵遞、電子形式或直接付款安排進行而無需簽賬單或無需閣下簽署)或簽賬單上的簽署與閣下的扣賬卡上的簽署不同；或
 - ii) 交易不是在閣下自願的情況下進行。

b) 基本卡持卡人須就下列事項負責：

i) 使用各扣賬卡及各私人密碼進行的所有交易(包括所有相關費用及收費)，包括其本人的扣賬卡及私人密碼及任何附屬卡持卡人的扣賬卡及私人密碼；及

ii) 基本卡持卡人或任何附屬卡持卡人未有遵守本條款及細則。

c) 附屬卡持卡人須為使用其本人的扣賬卡及私人密碼負責，但無需為基本卡持卡人或任何其他附屬卡持卡人使用彼等的扣賬卡或私人密碼負責。

11. 不論閣下是否知情，閣下不應使用扣賬卡或私人密碼進行任何可能違反任何司法管轄區法律的交易。

即使閣下的扣賬卡已被終止，閣下仍須為此負責。

12. 閣下同意當扣賬卡或私人密碼用於進行、處理或作出任何交易時，即被視為閣下已授權及知悉，不論閣下是否已經實際授權及／或知悉如此使用扣賬卡或私人密碼。本行會從閣下的戶口支取透過使用扣賬卡或私人密碼進行交易或處理的任何金額。本行就使用扣賬卡或私人密碼進行所有交易的記錄均屬正確及最終(有明顯錯誤除外)，閣下同意接受本行的記錄約束。

安全防範措施

13. 閣下應採取包括下列各項的適當安全防範措施：

a) 收到閣下的扣賬卡後立刻在卡上簽署，並採取於附錄1列出有關虛擬扣賬卡的安全防範措施；

b) 小心保管閣下的扣賬卡及流動裝置並由閣下自己管有。閣下應像對現金一樣謹慎處理閣下的扣賬卡；

c) 記下閣下的扣賬卡號碼，並與扣賬卡分開安全存放；

d) 使用自動櫃員機後，切記取回閣下的扣賬卡；

e) 確保商戶於扣賬卡交易完畢後從速將扣賬卡交還給閣下；

f) 在收到閣下私人密碼的通知時，緊記私人密碼並將通知銷毀；

g) 保持私人密碼及裝置密碼絕對保密；

h) 當閣下使用私人密碼及裝置密碼時，請確保私人密碼及裝置密碼皆沒有被別人察看；

i) 定期更改私人密碼及裝置密碼；

j) 如私人密碼或裝置密碼被或可能被別人察看，應從速更改；

k) 切勿寫下私人密碼或裝置密碼或把它記在閣下的扣賬卡上或與閣下的扣賬卡一同存放，或以任何其他方式把它處理，以致他人可能使用閣下的扣賬卡、私人密碼或流動裝置。閣下應將私人密碼或裝置密碼的任何記錄加以掩飾；

l) 切勿選用易於猜測的數字作為私人密碼或裝置密碼(例如香港身分證號碼、出生日期、電話號碼或其他易獲取的個人資料)並使用字母數字代碼(如適用)；

- m) 切勿就其他服務或用途(例如連接互聯網或登入其他網站)使用相同的私人密碼或裝置密碼；
- n) 切勿轉讓閣下的扣賬卡、私人密碼、裝置密碼或流動裝置或允許任何其他人士使用閣下的扣賬卡、私人密碼、裝置密碼或流動裝置；
- o) 每次簽賬時，切記在簽賬單上填上總金額及在銀碼前加上貨幣代號。切勿留有空位讓別人填寫；
- p) 確保就每項交易只列印一張簽賬單；及
- q) 保留每張簽賬單的持卡人存根，並跟扣賬卡結單或記錄查對。

扣賬卡、私人密碼或流動裝置遺失、被竊或不當使用

從速報告

- 14. a) 如閣下的扣賬卡、私人密碼或流動裝置遺失、被竊、外洩或遭未經授權使用，閣下應從速向本行報告，然後在合理切實可行的情況下盡快提交書面確認。所有在本行收到閣下的報告之前，使用閣下的扣賬卡或私人密碼進行的交易，閣下均須負責。
- b) 在不限制或削弱第14(a)條的效力的情況下，如戶口結單顯示任何未經閣下授權的交易，閣下應從速通知本行。閣下應於交易日期60天內及以本行不時指定或接納的方式通知本行。如閣下未有於該60天限期內通知本行，有關交易即被視為正確、最終並對閣下具有約束力，而閣下會被視為已經放棄任何就該交易對本行提出反對或採取補救方法的權利。

閣下就未經授權交易的責任

- 15. 如閣下按第14條報告扣賬卡、私人密碼或流動裝置遺失、被竊、外洩或遭未經授權使用，則閣下就未經授權的交易須承擔的責任每一張扣賬卡最高為港幣500元。
- 16. 但請注意第15條提述的限額在下列情況下並不適用(即閣下須負責全數金額)：
 - a) 如閣下在知情的情況下(不論是否自願)容許任何其他人士使用閣下的扣賬卡、私人密碼或流動裝置；
或
 - b) 如閣下就使用或保管扣賬卡、私人密碼或流動裝置有欺詐行為或嚴重疏忽。如閣下未有採取本行就使用或保管扣賬卡、私人密碼或流動裝置不時建議的任何安全防範措施，可能被視為閣下的嚴重疏忽。

補發新卡

- 17. 本行無責任但可向閣下補發扣賬卡。如本行補發扣賬卡，本行可能會徵收手續費並可從任何戶口扣除。

戶口須有充足資金

- 18. 如閣下使用閣下的扣賬卡或私人密碼以港幣以外的貨幣(「外幣」)進行交易，本行會以下列方法扣取交易金額：
 - a) 如閣下可在戶口獲取交易所用的外幣，而且戶口中有足夠可用的外幣資金以支付交易的全數金額，本行會從戶口用外幣扣取交易的全數金額；

- b) 如戶口中沒有足夠可用的外幣資金以支付交易的全數金額，或閣下不能在戶口獲取外幣，本行即可將交易的金額由外幣兌換成港幣。如在戶口項下持有的港幣儲蓄或往來戶口有足夠可用港幣資金以支付經兌換的全數金額，本行會從該港幣儲蓄或往來戶口扣取經兌換的全數金額。如該港幣儲蓄或往來戶口沒有足夠可用資金以支付經兌換的全數金額，本行即有權拒絕交易。為免疑問，本行不會結合該港幣儲蓄及往來戶口中的港幣可用資金以支付經兌換金額，

本行並有權按本行認為適當的匯率及時間進行貨幣兌換。閣下須承擔所有可能由此引起的匯率風險、損失、佣金及其他收費及費用。

未經授權透支

19. 儘管有第18條條文，如閣下進行交易(i)但相關戶口資金不足以及(ii)如本行執行交易會導致相關戶口出現透支或超出現有透支限額，本行可完全酌情及無需給予事先通知，視此為閣下取用未經授權透支的非正式請求。在此情況下本行可以：

- a) 拒絕閣下的請求及該交易，並為考慮及拒絕閣下請求徵收服務費；或
- b) 同意閣下的請求，向閣下提供透支或增加閣下現有透支額。該透支金額或增加的透支金額會受本行的通行利率約束並每日計算利息。本行可就安排該透支或增加透支徵收費用。

免責及例外

20. 本行無需就下列各項(或任何一項)對閣下或任何其他人士負責：

- a) 由於或可歸咎於本行合理控制以外的情況而導致本行未有向閣下提供任何服務、設備或其他設施或任何延誤；
- b) 商戶或任何其他人士為使用扣賬卡或其任何功能(包括非接觸式付款功能)提供或操作的任何銷售點終端機或其他裝置的可用性或效能；以及
- c) 由於使用閣下的扣賬卡或私人密碼而引致或與之有關的相應或間接損失。

21. 本行無需就任何商戶拒絕接納閣下的扣賬卡或私人密碼而負責。本行亦無需就任何商戶向閣下提供的任何商品或服務負責。閣下根據本條款及細則對本行的責任不會因閣下對商戶作出的任何申索而受到影響或被免除或減少。閣下須自行負責解決與商戶的任何爭議。特別是閣下與商戶須同意設立、更改或終止將各項繳費誌入閣下戶口的任何自動轉賬或直接付款安排。如閣下與商戶之間有任何爭議，本行有權不執行任何關於設立、更改或終止有關安排的要求。

22. a) 即使任何商戶未有提供商品或服務或未有履行責任，或任何商戶提供的商品或服務存有任何不妥，或任何商戶未有向閣下提供或供應商戶的任何商品、服務、優惠、折扣或計劃，本行有權從戶口中扣除閣下

使用扣賬卡或私人密碼進行的所有交易。閣下必須直接向相關商戶就有關商品、服務、優惠、折扣或計劃尋求糾正。

- b) 在調查閣下與任何商戶之間出現爭議的交易期間，本行有權從戶口中支取及扣除交易金額，並在調查結果支持閣下的申索後才向閣下退還相關金額。本行可全權酌情決定是否在調查有結果之前退款。
- c) 本行有權在本行認為合適的時間及以本行認為合適的匯率將退款金額兌換成另一種貨幣。閣下須承擔所有相關匯率風險、損失、佣金及其他收費及費用。

收費及費用

23. 有關使用閣下的扣賬卡的收費及費用，本行會給予閣下事先通知。本行會從任何戶口支取本行認為合理的收費及費用。

披露個人資料

24. 閣下授權本行在保密的情況下向其他機構(不論在香港境內或境外)披露有關閣下的個人資料及其他資料。披露資料可能由於任何電子轉賬網絡所需或屬適當的或為讓本行能夠提供有關閣下的扣賬卡的服務。

更改

25. 本行有權不時更改本條款及細則(包括收費及費用)。本行會以本行認為適當的方式給予閣下事先通知。除非本行於更改生效日期前收到閣下的書面通知取消扣賬卡，閣下將受有關更改約束。

26. 本行可以刊登、在本行的範圍展示、郵寄或本行認為適當的任何其他方式給予閣下通知。任何以本行認為適當的方式發出的通知均對閣下具約束力。若本行向閣下最後通知的地址郵寄通知，閣下將於下列時限後被視為已收到通知：

- a) 郵寄後48小時(如屬香港地址)；或
- b) 郵寄後七日(如屬香港境外地址)。

聯名戶口

27. 如果閣下的戶口為聯名戶口，本行可向任何獲授權單獨操作該戶口的人士發出扣賬卡。

28. 如閣下及任何其他人士簽署或同意受本條款及細則約束：

- a) 受限於第10(c)條的前提下，各人須就有關扣賬卡、服務或本條款及細則的責任及債務共同及各別負責；
及
- b) 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。

取消扣賬卡

29. a) 受限於第29(b)及第29(c)條的前提下，閣下可用書面或本行不時指定的其他方法給予本行通知後取消扣賬卡。取消只會在本行收到跟扣賬卡相關或根據本條款及細則欠本行的全部欠款後方生效。

- b) 取消基本扣賬卡亦會自動取消所有附屬扣賬卡。附屬扣賬卡可由基本扣賬卡持卡人取消。
- c) 取消實體扣賬卡亦會自動取消虛擬扣賬卡。如不取消實體扣賬卡，則無法取消虛擬扣賬卡。

戶口級別及扣賬卡種類

- 30. 發給閣下的扣賬卡種類取決於閣下的綜合理財戶口級別。如閣下為滙豐尚玉客戶，本行可就各個以閣下名義持有的卓越理財綜合理財戶口提供滙豐尚玉萬事達卡扣賬卡。在所有其他情況下，將提供滙豐萬事達卡扣賬卡。
- 31. 如閣下不再是滙豐尚玉客戶，本行有權向閣下發出滙豐萬事達卡扣賬卡，以代替閣下的滙豐尚玉萬事達卡扣賬卡。在這種情況下，本行會通知閣下更換的安排。
- 32. 如閣下的綜合理財戶口被取消，閣下的扣賬卡亦會被取消。

一般事宜

- 33. 除閣下及本行以外，並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。
- 34. 本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。
- 35. 本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

定義

戶口指本行容許閣下使用扣賬卡或私人密碼存取的任何戶口。

ATM指自動櫃員機。

扣賬卡指本行就任何戶口向閣下發出的卡或附屬扣賬卡，而該卡可用於透過電子或數碼方式進行交易，不論是在自動櫃員機、銷售點終端機或其他本行可不時提供或接納的電子、數碼或流動裝置，包括任何非接觸式卡、實體卡、虛擬卡或數碼卡，不論是轉錄或影像到閣下的流動電話或裝置或以任何其他方式操作。

裝置密碼，就流動裝置而言，指該流動裝置的開啟密碼。

香港指中華人民共和國香港特別行政區。

流動裝置，就虛擬扣賬卡而言，指已儲存或容許使用該虛擬扣賬卡的電腦、智能手機、平板電腦或其他電子、數碼或流動裝置。

手機錢包指錢包應用程式，該錢包應用程式由手機錢包供應商提供。

手機錢包供應商指本行不時指定，向閣下提供流動裝置內手機錢包的供應商。

私人密碼指當閣下使用扣賬卡獲取資料、發出指示或進行交易時，適用的或本行用作識別閣下的任何號碼或密碼。私人密碼可包括個人識別號碼、個人密碼或卡安全碼(CVV)，並可由本行或閣下指定。

基本卡持卡人指本行向其發出基本扣賬卡的人士。

服務指本行可提供或促致的任何與扣賬卡相關的服務。

附屬卡持卡人指本行基本卡持卡人的要求獲發附屬扣賬卡的任何及各位人士。

附屬扣賬卡指附屬卡持有人所持有的附屬扣賬卡。

本條款及細則指本條款及細則(包括各附錄)，並可不時修訂。

本行或本行的指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指基本卡持卡人或附屬卡持卡人。

附錄1

適用於虛擬扣賬卡

1. 登記、儲存及啓動虛擬扣賬卡

- (a) 虛擬扣賬卡可在本行不時指定或接受的類型及型號的流動裝置上使用或存儲。本行有權隨時更改流動裝置的類型或型號或取消現有的類型或型號，而無需事先通知。
- (b) 本行可能需要閣下按照所需步驟核實及啓動虛擬扣賬卡。本行可不時限制儲存或使用同一張虛擬扣賬卡流動裝置的數量，且閣下應參閱本行關於該等限制的最新通訊。
- (c) 閣下在流動裝置中使用或儲存虛擬扣賬卡，即被視為閣下同意本行按照閣下最後記錄在本行的電話號碼向閣下發送短訊用以核實及啓動用途。如最後記錄在本行的電話號碼不是閣下流動裝置的電話號碼，短訊將會發送至最後記錄在本行的電話號碼而非閣下的流動裝置。如本行未有閣下的電話號碼記錄，本行不能向閣下發送短訊，且在該等情況下，閣下應按核實畫面中顯示的號碼致電本行並按照本行要求的步驟核實及／或啓動虛擬扣賬卡。
- (d) 當本行在本行指定的流動銀行應用程式上為閣下提供虛擬扣賬卡時，閣下可使用或查看閣下的虛擬扣賬卡，這可能會在啓動閣下的實體扣賬卡之前或之後發生。閣下一經使用或查看虛擬扣賬卡，虛擬扣賬卡立即可以使用(除非本行要求閣下遵循進一步的啓動步驟)。在閣下啓動實體扣賬卡之前，本行有權決定虛擬扣賬卡可進行的交易種類。
- (e) 閣下一經在本行指定的流動銀行應用程式上使用或查看虛擬扣賬卡，閣下應確保虛擬及實體扣賬卡的安全。如閣下已使用或查看虛擬扣賬卡(無論閣下有否收到或啓動閣下的實體扣賬卡)，閣下須承擔使用虛擬扣賬卡進行的所有交易的所有風險及後果，包括被未經授權人士使用或用作未經授權目的的風險及後果。本行建議閣下儘快啓動閣下的實體扣賬卡。如閣下的實體扣賬卡仍處於未啟用狀態，本行有權取消虛擬扣賬卡。
- (f) 如本行向閣下發出新或替換實體扣賬卡，閣下可能需要再次啓動閣下的虛擬扣賬卡。

2. 閣下的責任

- (a) 除本條款及細則其他條款指定的安全防範措施外，閣下還應就虛擬扣賬卡採取適當的安全防範措施，包括下列各項：
 - (i) 採取合理預防措施，妥善保管與閣下虛擬扣賬卡及流動裝置有關的保安詳情(包括閣下的裝置密碼、私人密碼、密碼、儲存在閣下流動裝置及／或任何雲端儲存平台中的指紋及／或任何其他生物識別憑據)，並防止其遺失、被竊或未經授權使用；

- (ii) 不應容許任何其他人士使用或登入閣下的流動裝置；
 - (iii) 確保閣下流動裝置上儲存的生物識別憑據僅屬於閣下，不應在閣下的流動裝置中儲存任何其他人士的指紋或生物識別憑據；並只使用閣下的生物識別憑據來使用閣下的虛擬扣賬卡；
 - (iv) 如閣下有雙胞胎或閣下面部特徵可能會改變或發展，不應使用面孔辨識功能來使用閣下的虛擬扣賬卡或流動裝置，建議閣下使用裝置密碼；
 - (v) 不應於流動裝置中停用、及／或者同意任何有機會影響安全使用閣下虛擬扣賬卡或流動裝置的設定。
 - (vi) 不應在裝有任何盜版、破解版、偽造或未獲授權應用程式或在軟件保護已被破解的裝置(例如「越獄」(jailbroken)或者「已開放根目錄權限」(rooted)的裝置)上使用或儲存虛擬扣賬卡；
 - (vii) 如閣下已通過裝置密碼或指紋或其他生物識別憑據方式設定了閣下流動裝置的使用權，閣下應重新審視該設定，並確保閣下更改容易被猜測或與任何其他人士共用的任何裝置密碼，並刪除並非閣下本人的任何指紋或其他生物識別憑據；
 - (viii) 在閣下出售或處置閣下流動裝置或因進行維修或其他原因將流動裝置暫時轉交他人之前，應先從流動裝置中刪除虛擬扣賬卡；及
 - (ix) 取消虛擬扣賬卡後，應從流動裝置中刪除虛擬扣賬卡。
- (b) 如閣下對任何其他人士洩露閣下虛擬扣賬卡詳情、裝置密碼、私人密碼、密碼或與閣下虛擬扣賬卡或流動裝置有關的其他保安詳情，閣下須對此負全責，即使是意外或未經授權的洩露。閣下須承擔虛擬扣賬卡被未經授權人士使用或用作未經授權目的的所有風險及後果。
- (c) 閣下查看、儲存及使用虛擬扣賬卡須接通互聯網，及具備相容的電訊設備及流動電話服務計劃(如適用)。

附錄2

適用於儲存在閣下流動裝置的手機錢包內的數碼形式的扣賬卡

1. 補充扣賬卡條款及細則

- (a) 本附錄的條款補充扣賬卡條款及細則並兩者一併規管儲存在閣下流動裝置的手機錢包內的數碼形式的扣賬卡。如本附錄的條款與扣賬卡條款及細則的條文有任何不一致，概以本附錄的條款為準。
- (b) 閣下可能需要同意手機錢包供應商另行提供的條款，該等條款規管在手機錢包中登記及儲存閣下的數碼形式的扣賬卡以及手機錢包的使用(包括如何使用閣下向手機錢包供應商提供的任何資料)。閣下與手機錢包供應商另行同意的條款，不會更改或凌駕本附錄以及扣賬卡條款及細則。
- (c) 本附錄中：
 - (i) **Mobile扣賬卡**指儲存在手機錢包內閣下的數碼形式的扣賬卡；
 - (ii) **手機錢包**指錢包應用程式，該錢包應用程式由手機錢包供應商提供；及
 - (iii) **手機錢包供應商**指本行不時指定，向閣下提供流動裝置內手機錢包的供應商。

2. 登記、儲存及啓動Mobile扣賬卡

- (a) 閣下可在手機錢包中儲存閣下的扣賬卡，但前提是該扣賬卡須為本行不時指定的種類及／或卡計劃且使用狀況良好。
- (b) 手機錢包供應商可不時限制閣下在一個手機錢包中儲存的扣賬卡的數量(本行對此並無控制權)。但本行可不時限制儲存或使用同一張Mobile扣賬卡流動裝置的數量，且閣下應參閱本行關於該等限制的最新通訊。
- (c) 閣下在手機錢包中登記及儲存扣賬卡應遵循手機錢包供應商的指示(包括為閣下的流動裝置安裝最新操作系統)及閣下手機錢包的登記及核實流程。
- (d) 閣下在手機錢包中登記扣賬卡，即被視為閣下同意本行按照閣下最後記錄在本行的電話號碼向閣下發送短訊用以核實及啓動用途。如最後記錄在本行的電話號碼不是閣下流動裝置的電話號碼，短訊將會發送至最後記錄在本行的電話號碼而非閣下的流動裝置。如本行未有閣下的電話號碼記錄，本行不能向閣下發送短訊，且在該等情況下，閣下應按核實畫面中顯示的號碼致電本行並按照本行要求的步驟核實及／或啓動在手機錢包內的Mobile扣賬卡。
- (e) 如閣下對手機錢包有任何查詢或投訴，請使用手機錢包供應商提供的聯絡資訊與手機錢包供應商聯絡。

3. 閣下的責任

- (a) 除扣賬卡條款及細則其他條款指定的安全防範措施外，閣下還應就閣下手機錢包內的Mobile扣賬卡採

取適當的安全防範措施，包括下列各項：

- (i) 採取合理預防措施，妥善保管與閣下Mobile扣賬卡、手機錢包及流動裝置有關的保安詳情(包括閣下的裝置密碼、私人密碼、密碼、儲存在閣下流動裝置及／或任何雲端儲存平台中的指紋及／或任何其他生物識別憑據)，並防止其遺失、被竊或未經授權使用；
 - (ii) **不應**容許任何其他人士使用或登入閣下的流動裝置或手機錢包；
 - (iii) 確保閣下流動裝置上儲存的生物識別憑據僅屬於閣下，不應在閣下的流動裝置中儲存任何其他人士的指紋或生物識別憑據；並只使用閣下的生物識別憑據來使用閣下的Mobile扣賬卡及手機錢包；
 - (iv) 如閣下有雙胞胎或閣下面部特徵可能會改變或發展，**不應**使用面孔辨識功能來使用閣下的Mobile扣賬卡、手機錢包或流動裝置，建議閣下使用裝置密碼或其他手機錢包供應商建議的生物識別憑據；
 - (v) **不應**於流動裝置中停用、及／或者同意任何有機會影響安全使用閣下的生物識別憑據以使用Mobile扣賬卡、手機錢包或流動裝置的設定。如果需要更改有關設定，建議閣下使用裝置密碼或其他手機錢包供應商建議的生物識別憑據；
 - (vi) **不應**在裝有任何盜版、破解版、偽造或未獲授權應用程式或在軟件保護已被破解的裝置(例如「越獄」(jailbroken)或者「已開放根目錄權限」(rooted)的裝置)上安裝或開啟手機錢包；
 - (vii) 如閣下已通過裝置密碼或指紋或其他生物識別憑據方式設定了閣下流動裝置的使用權，閣下應重新審視該設定，並確保閣下更改容易被猜測或與任何其他人士共用的任何裝置密碼，並刪除並非閣下本人的任何指紋或其他生物識別憑據；
 - (viii) 在閣下出售或處置流動裝置或因進行維修或其他原因將流動裝置暫時轉交他人之前，應先從手機錢包中刪除Mobile扣賬卡；及
 - (ix) 取消扣賬卡後，應從手機錢包中刪除Mobile扣賬卡。
- (b) 如閣下對任何其他人士洩露閣下的Mobile扣賬卡詳情、裝置密碼、私人密碼、密碼或與閣下的Mobile扣賬卡、手機錢包或流動裝置有關的其他保安詳情，閣下須對此負全責，即使是意外或未經授權的洩露。閣下須承擔Mobile扣賬卡及手機錢包被未經授權人士使用或用作未經授權目的的所有風險及後果。
- (c) 閣下登記、儲存及使用Mobile扣賬卡須接通互聯網，及具備相容的電訊設備及流動電話服務計劃(如適用)。

附錄3

適用於現金回贈

1. 本行可為符合條件的扣賬卡交易提供現金回贈。本行有權不時設定、更改、暫停或撤銷任何現金回贈安排，包括下列事項：
 - (a) 現金回贈比率(包括適用於不同種類扣賬卡、客戶分類及交易種類的不同回贈比率)；
 - (b) 可獲取現金回贈的最低及／或最高金額；
 - (c) 符合條件獲取現金回贈的交易種類；
 - (d) 符合條件獲取現金回贈的交易金額的最低及／或最高限額；
 - (e) 支付現金回贈的方式、時間及貨幣；
 - (f) 符合條件獲取現金回贈的交易渠道；
 - (g) 可撤銷、取消或認定為不符合條件的現金回贈的情況，且本行有權從閣下的戶口中扣除該等現金回贈；及
 - (h) 有關獲取或支付現金回贈的任何其他詳情。
2. 如本行合理認為存在與獲取或使用現金回贈有關的欺詐或濫用行為，本行有權不支付任何現金回贈，並有權從戶口中扣除已支付給閣下的任何現金回贈。此類欺詐或濫用行為可包括在獲取一項交易的現金回贈後，以任何方式獲得該交易金額的退款。
3. 閣下的扣賬卡一經取消，本行有權取消任何未使用的現金回贈。
4. 如閣下戶口受到限制或被施加使用條件，本行有權不提供現金回贈。
5. 下列交易不符合條件獲取現金回贈：
 - (a) 收費及費用；
 - (b) 提取現金；
 - (c) 萬事達卡網絡以外進行的購買交易；
 - (d) 支付單據(包括向稅務機關支付稅款)；
 - (e) 半現金交易，包括：
 - (i) 賭博交易；
 - (ii) 於非金融機構的交易(包括購買外幣、匯票及旅行支票)；
 - (iii) 於金融機構的交易(包括向銀行或投資交易平台購買產品及服務)；
 - (iv) 電匯；
 - (v) 支付租金或購買物業；
 - (vi) 購買儲值卡或電子錢包及／或充值；
 - (vii) 購買加密貨幣；及
 - (viii) 分期付款。

6. 本行根據相關卡協會不時發佈的商戶編號來確定交易是否符合條件。由於編號由卡協會管理，本行不對其準確性或交易商戶類型的分類負責。本行對交易是否符合條件獲取現金回贈的決定為最終及不可推翻的。
7. 本行有權決定支付現金回贈的貨幣。在可行的情況下，本行會嘗試以交易結算貨幣向閣下支付現金回贈。
8. 如本行決定以結算交易的貨幣以外的其他貨幣支付現金回贈，本行會參考相關卡協會設定的匯率而決定一個匯率用作計算現金回贈金額。
9. 現金回贈金額將調整至最接近的仙位。
10. 如閣下於現金回贈存入閣下戶口之前關閉戶口或取消閣下的扣賬卡，閣下即無權獲取現金回贈。

資料私隱通知

關於個人資料(私隱)條例的通知

我們致力保護您的私隱。請閱讀此通知，了解我們如何收集、儲存、使用及披露您的個人資料。

1	2	3
我們如何收集及儲存您的資料	我們如何使用您的資料	我們與誰披露您的資料
我們收集您資料的途徑包括	我們將您的資料用於	我們與下列人士披露您的資料
<ul style="list-style-type: none">• 您與我們互動及使用我們的產品和服務• 您瀏覽我們網站(有關我們如何使用「cookies」的詳情，請參閱我們網站 www.hsbc.com.hk 進入「私隱與保安」閱覽「Use of cookies 政策」)• 其他人士及公司(包括其他滙豐集團旗下公司)。 <p>我們可能將您的資料儲存於本地或海外，包括雲端。無論您的資料儲存於何處，均受我們的環球資料標準及政策約束。</p> <p>我們有責任根據香港法律保護您的資料安全。</p>	<ul style="list-style-type: none">• 經您同意後向您發送直接促銷資料• 改進我們產品、服務及市場推廣活動• 幫助我們遵守香港或其以外的國家或地區的法律、法規和要​​求，包括我們的內部政策• 偵測、調查及預防金融罪案• B部分所列的其他目的。	<ul style="list-style-type: none">• 其他滙豐集團旗下公司• 幫助我們向您提供服務或代表我們行事的第三方• 您同意我們與之披露您資料的第三方• 本地或海外執法機構、行業組織、監管機構或權力機關• C部分所列的其他第三方。 <p>我們可能在本地或海外披露您的資料。</p>

您可查閱自己的資料

您可要求查閱我們所儲存有關您的資料。我們可能就此向您收取費用。

您可要求我們

- 改正或更新您的資料
- 說明我們的資料政策及慣例。

您可控制自己的市場推廣偏好

您可控制收取市場推廣資料的類型，以及收取方式。

您可隨時聯絡我們對此作出更改，或透過網上理財更新有關偏好。

您可聯絡我們

dfv.enquiry@hsbc.com.hk
資料保護主任
香港上海滙豐銀行有限公司
香港九龍中央郵政局
郵政信箱72677號

A 收集及儲存	B 使用	C 披露
<p>我們或會</p>	<p>我們將您的資料用於</p>	<p>我們與下列人士披露您的資料</p>
<ul style="list-style-type: none"> • 收集生物辨識資料，例如您的語音認證、指紋及面部識別資料 • 基於您的流動或其他電子裝置收集您的地域及位置資料 • 從代表您的人士或您透過我們服務與之往來的人士收集資料 • 從公開渠道、信貸資料服務機構、債務催收及防範詐騙機構以及其他資料整合機構收集資料。 <p>若您不向我們提供資料，我們可能無法提供產品或服務。</p> <p>我們亦可能透過以下途徑衍生有關您的資料</p> <ul style="list-style-type: none"> • 整合我們及其他滙豐集團旗下公司收集的有關您的資料 • 分析您與我們的互動 • 於您瀏覽我們網站或應用程式時使用 cookies 或類似技術。 	<ul style="list-style-type: none"> • 為您提供產品及服務，包括進行信用檢查 • 於第三方網站上為您提供個人化廣告(這可能涉及我們將您與他人的資料進行整合) • 幫助我們遵守包括香港或其以外的地區或國家的法律或監管機構對我們或滙豐集團現有或所收到的相關監管規定或要求。這些監管規定或要求可能是我們必須遵從或選擇自願遵從的 • 管理我們業務，包括行使我們的法律權利 • 與上述用途相關或經您同意的其他用途。 <p>若您提供他人的資料</p> <p>若您向我們提供有關其他人士的資料，您應按本通知所述，告知該人士我們將如何收集、使用和披露其資料。</p>	<ul style="list-style-type: none"> • 本地或海外法律、監管、執法、政府和稅務等機構或權力機關，以及執法機構與金融業界之間的任何合作夥伴 • 與您持有聯名戶口的任何人士、可代表您作出指示的人士以及為您的貸款提供(或可能提供)擔保的任何人士 • 我們可能轉讓業務或資產的任何第三方，以便其評估我們的業務及在轉讓後使用您的資料 • 獎賞、合作品牌或忠誠計劃的合作夥伴及供應商，以及慈善或非牟利機構 • 社交媒體廣告合作夥伴(可查看您是否擁有我們戶口，並向您及與您個人資料相似的人士發送我們的廣告)。 <p>我們可能與上文並未列出的其他人士披露您的匿名資料。在此情況下，有關資料將無法識別出您的身分。</p>

D

直接促銷

指我們使用您的資料向您發送我們或我們的合作品牌、獎賞或忠誠計劃合作夥伴或慈善機構提供的金融、保險或相關產品、服務和優惠詳情。

向您進行市場推廣時，我們或會使用您的資料，例如人口統計資料、您感興趣的產品及服務、交易行為、投資組合資料、位置資料、社交媒體資料、分析和來自第三方的資料。

我們不會向他人提供您的資料，以供其向您推廣產品及服務。如有此意，我們會另行徵求您的同意。

E

您的信貸資料

若您申請、擁有或曾有貸款(包括房屋貸款)

我們會對您進行信用檢查，包括向信貸資料服務機構提供您的貸款資料。信貸資料服務機構會將此類資料添加到其資料庫，可供其他信貸提供者查閱，幫助評估是否向您提供信貸。

信貸資料服務機構將保存您的資料。您可在全數清還貸款後，指示我們要求信貸資料服務機構刪除有關資料。信貸資料服務機構僅會在下列情況下刪除您的資料：

- 您並無在全數清還貸款日之前的五年內，有任何逾期60日或以上之欠賬。若有，信貸資料服務機構會從欠賬全數還清日起計，將您的資料保留五年。

- 您未曾宣告破產並撤銷名下的貸款金額。若有，信貸資料服務機構將於您解除破產之日起計五年屆滿後(您須在解除時通知信貸資料服務機構)，或您全數還清欠賬之日起計五年屆滿後，刪除您的相關紀錄。

若您擁有房屋貸款，我們將徵求您的同意，以與信貸資料服務機構披露之前您的房屋貸款資料。

本通知於我們儲存您的資料期間適用。我們亦會每年向您提供此通知的最新版本。若我們將您的資料用於新用途，則會徵求您的同意。