

Credit Card Cardholder Agreement

Important! Before you use your Visa Platinum/Visa Gold/Gold MasterCard/JCB Gold Card/Visa/MasterCard or other specified 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 Visa Platinum/Visa Gold/Gold MasterCard/JCB Gold Card/Visa/MasterCard (or such other card as may be specified by the Bank from time to time, 'the Card') is issued by The Hongkong and Shanghai Banking Corporation Limited ('the Bank') on the following terms and conditions:

- The Card is the property of the Bank and will be returned to the Bank immediately by the Cardholder upon the Bank's request.
- 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.
- Each credit card is assigned a credit limit that applies to both purchase and cash advance transactions. For your own credit limit, please refer to your card statement. The Bank may at its discretion allow for any Card Transactions exceeding the credit limit, and reduce the credit limit according to the result of its credit risk assessment of you or the card account, without prior notice to you.
- 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, notwithstanding the termination of this Agreement.
- 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):

- increase the credit limit from time to time with prior notice to the Cardholder;
 - 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;
 - permit Card Transactions to be effected in excess of the credit limit without prior notice to the Cardholder and the Cardholder shall be liable for any related transaction in accordance with the terms of this Agreement.
- 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.
 - 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.
 - 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 each Card Transaction (excluding cash advance) making up the Statement Balance, as well as new transactions (excluding cash advances) entered into by the Cardholder since the last Statement Date, from the transaction date and (b) to any other amounts making up the Statement Balance from the last Statement Date, until the Statement Balance is paid 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.

- 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.
 - Without prejudice to Clause 5, if the Statement Balance 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.
 - 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.
- 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.
- 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.
- 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.

- To enable the Bank to consider whether to provide the Cardholder with any services, the Cardholder is required to supply the Bank from time to time the Cardholder's personal information ('Personal Data') (in such manner as may be prescribed or accepted by the bank from time to time). His/her failure to do so may result in the Bank's inability to provide such services.
- The Personal Data will be used for considering the Cardholder's request and subject to the Bank agreeing to provide such service, the Personal Data and details and all information relating to any transactions or dealings with the Bank will be used in connection with the provision of such service to the Cardholder.

The Cardholder agrees that the Bank may use, store, transfer (whether within or outside the Hong Kong Special Administrative Region), disclose to or obtain from other financial institutions, charge or credit card issuing companies, credit information or reference bureaux, agencies or organisations which provide information exchange services to financial institutions, credit card issuing companies, collection agencies, computer and printing firms, service providers or any other person as the Bank considers necessary, including any member of the HSBC Group, information for any purpose in connection with services the Bank may provide to the Cardholder, and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) with other personal data concerning the Cardholder, and/or for the purpose of promoting, improving and furthering the provision of services by the Bank/other HSBC Group members to customers generally, and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in Statements, Circulars, Notices or other Terms and Conditions made available by the Bank to the Cardholder from time to time.

Where the service provider is situated outside Hong Kong in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.

- The Cardholder has the right to request access to and correction of any of the Personal Data. Any request may be made in writing and addressed to the Data Protection Officer, The Hongkong and Shanghai Banking Corporation Limited, Kowloon Central Post Office PO Box 72677 (E-mail: dfo.enquiry@hsbc.com.hk). The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable law and regulations.
- If the Bank has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Cardholder, or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Cardholder will fully reimburse the Bank for all such legal fees, and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to continue to charge finance charges at its prevailing rate(s).

- Payments and credits to the Account may be applied in the following order: firstly, any legal and collection fees, finance charges, cash advance fees, late charges, service, return cheque/reject autoPay and card replacement fees; and lastly, the outstanding principal amount of the Transactions; or in any other order as the Bank considers appropriate without prior reference to the Cardholder.
- 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/MasterCard/JCB International on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by Visa/MasterCard/JCB International to the Bank, if applicable, which fees may be shared with the Bank.
- 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.

- 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.

- The Cardholder should 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 considered correct.

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, MasterCard or JCB International). 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, MasterCard or JCB International 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.

- 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.

- 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.
- The Cardholder may terminate this Agreement at any time by written notice to the Bank accompanied by the return of the Card, any Additional Cards and linked Private Label Cards. Where this Agreement relates to the use of an Additional Card, the Cardholder or the Additional Cardholder may terminate this Agreement (insofar as it relates to the use of the Additional Card) by written notice to the Bank accompanied by the return of the Additional Card. Returned Cards should be cut in two.
 - The Bank may terminate this Agreement at any time by cancelling the Card with or without prior notice and with or without cause.

- Unless the Bank otherwise specifies, the whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account will become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder's bankruptcy or death. The Bank may employ third parties to collect any outstanding. The Cardholder or his estate will be responsible for settling any outstanding on the Card Account (including without limitation any regular payments, whenever charged or debited to the Card Account, under arrangements which are authorised or set up prior to the date of termination of this Agreement or the Cardholder's bankruptcy or death) and shall keep the Bank indemnified for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to charge financing charges at its prevailing rate(s).

- The Cardholder will notify the Bank's Card Centre promptly (in such manner as may be prescribed or accepted by the bank from time to time) of any changes in employment or his/her contact details (*including without limitation address, telephone number, email address and fax number*).

- Without prejudice to the other provisions of this Agreement, if the Cardholder should be absent from the Hong Kong SAR for more than one month, arrangements to settle the Card Account should be made prior to his/her departure.

- Should the Bank issue an Additional Card at the joint request of the Cardholder and Additional Cardholder, the Additional Cardholder will be bound by the Terms and Conditions of this Agreement and shall be liable for the use of the Additional Card, notwithstanding that the Primary Cardholder shall remain liable for the use of both his/her Card and the Additional Card and that the Bank shall have complete discretion in recovering charges incurred by the Additional Card from either the Primary Cardholder or the Additional Cardholder or both. In relation to Clause 21(a) above concerning cancellation of an Additional Card, the Cardholder may be liable for any payments arising from the use of the Additional Card until it has been returned or until the Bank is able to implement the procedures which apply to lost cards if the Cardholder so requests. The Additional 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.

- 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.

- 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.

- 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.

- The Bank reserves the right to destroy any documents relating to the Card Account after microfilming the same.

- 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.

- 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.

- Any notice given by the Bank hereunder will be deemed to have been received by the Cardholder after

- personal delivery of such notice to the cardholder if it is personally delivered; or
- the Bank has posted such notice by post if the notice is sent by post; or
- the Bank has emailed such notice if it is sent by email; or
- the Bank has placed such notice in the Personal Internet Banking Profile of the cardholder if it is made available therein.

- The current fees, charges and interest rates referred to herein are set in the Bank's "Bank tariff guide for HSBC 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 1 November 2011

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