



green credit card Cardholder Agreement

The green credit card (being a Visa Platinum credit card) issued by us is governed by this Agreement. The Credit Card Cardholder Agreement which is stated to apply to Visa Platinum and other credit cards issued by us DOES NOT APPLY to the green credit card.

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

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

1. Your responsibility

- (a) You are responsible for the Card Account and all Card Transactions (including all related fees and charges). You are responsible even if:
- you do not sign a sales slip (including where a Card Transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature) or the signature on the sales slip is different from the signature on your Card; or
 - the Card Transaction is effected involuntarily. You remain liable even after the termination of your Card or this Agreement.
- (b) You should not (i) transfer your Card, PIN or password for accessing eStatements or eAdvice (“**Password**”), or (ii) allow any other person to use your Card, PIN or Password.
- (c) You should take appropriate security measures including the following:
- sign your Card as soon as you receive it;
 - keep your Card in a secure place and under your personal control. You should treat your Card as if it were cash;
 - keep a note of your Card number in a safe place, separate from your Card;
 - remember to take your Card from the ATM after use;
 - make sure your Card is returned to you promptly after a Card Transaction;

- (d) If you report loss, theft, disclosure or unauthorised use of your Card or PIN in accordance with this Clause 5, your maximum liability for unauthorised transactions (other than cash advances) is HK\$500. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
- if you have knowingly (whether or not voluntarily) permitted any other person to use your Card or PIN; or
 - if you have acted fraudulently or with gross negligence in using or safeguarding your Card or PIN. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Card or PIN may be treated as your gross negligence.
- (e) The limit specified in Clause 5(d) above DOES NOT APPLY to any cash advance.
- Replacement Card
- (f) We have no obligation but may issue a replacement Card to you. If we issue a replacement Card, we will charge a handling fee.

6. eStatement and eAdvice

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

- when you receive notice of your assigned PIN or Password, memorise it and destroy the notice;
- make sure the PIN and Password are protected from view by any other person when you use them;
- change the PIN and Password regularly;
- if the PIN or Password is or may have been seen by any other person, change it promptly;
- DO NOT write down or keep the PIN or Password on or close to your Card. You should disguise any record of the PIN or Password;
- DO NOT choose obvious numbers for the PIN or Password (such as HKID card number, date of birth, telephone number or other easily accessible personal information);
- DO NOT use the same PIN or Password for other services or purposes (such as connecting to the internet or accessing other websites);
- always complete the ‘total’ box on the sales slip and put currency sign before the numerals. DO NOT leave space for other writing;
- make sure only one sales slip is imprinted for each Card Transaction; and
- keep the cardholder copy of each sales slip and check it against your eStatement.

- (d) You should report any loss, theft, disclosure or unauthorised use of your Card, PIN or Password in accordance with Clause 5.
- (e) If you are a primary cardholder, you should ensure that each Additional Cardholder uses and handles his Card and related matters in accordance with this Agreement. In particular, you should note that an Additional Cardholder may use or enjoy certain services and Card benefits relating to the additional Card even if you do not use or enjoy such services and Card benefits relating to your primary Card. In these cases, you should ensure that the Additional Cardholder uses or enjoys such services and Card benefits in accordance with this Agreement and other terms and conditions governing such services and Card benefits.

2. Credit limit assignment and review

- (a) Your Card carries a credit limit for purchases and cash advances. Please refer to your Card statement for the applicable credit limit on that Card. You are required to comply with the credit limit on your Card.
- (b) We set the credit limit and review it from time to time. We may set a different credit limit on your Card at any time as we consider appropriate. We set the credit limit based on periodic assessment of your credit risks associated with your Card Account (including any spending and repayment pattern). If we decide to increase the credit limit, we will give you advance notice. We may reduce the credit limit without giving you advance notice. You may apply to us for review of the credit limit at any time.

- (d) In addition to eStatements, we may send you advice, report, record, receipt, or other communication in relation to your Card electronically (“eAdvice”). If any matters covered in an eAdvice is inaccurate or incomplete, you should notify promptly our Card Centre and in such manner as we may accept from time to time.

Provision and Use of eStatement and eAdvice Service

- (e) Each eStatement and eAdvice will be provided to you in the following ways (or any of them) as determined by us from time to time:
- by placing it in your PIB Profile; and
 - by sending it to your email address on our record.
- (f) You should ensure that:
- you have a valid PIB Profile (if applicable);
 - you use such telecommunications equipment, telecommunication service provider and computer software that is capable of receiving and reading eStatements and eAdvice, as accepted by us from time to time; and
 - your email address and mobile phone number on our record are at all times (1) valid, (2) up-to-date and (3) capable of receiving the eStatements, eAdvice and any other messages from us.
- (g) You are responsible for paying all fees, charges and expenses for your telecommunication equipment and services provided by your telecommunication service provider in connection with your email address, mobile phone number and the eStatements and eAdvice Service.
- (h) Where an eStatement or eAdvice is placed in your PIB Profile, we have no obligation but may notify you that the latest eStatement or eAdvice has been made available. We may notify you by sending a message to your mobile phone number or email address (or both) on our record.
- (i) If you do not have a valid PIB Profile, we will send the eStatements and eAdvice to your email address on our record. Where we send you an eStatement or eAdvice by email:
- if we believe it has been successfully sent to your email address, we will not re-send it again;
 - if we believe that it does not reach you, we may (but are not obliged to) do the following (or any of them):
 - re-send it in accordance with our procedures for re-sending eStatements or eAdvice set by us from time to time;
 - notify you by any way we consider appropriate and you must comply with any of our instructions in such notification;
 - send you a paper version of such eStatement or eAdvice to your mailing address on our record; and

- (c) We may reject Card Transactions in excess of the credit limit. However, we also have discretion to allow such Card Transactions without notice to you, unless we have received and processed your request to opt out from our over-the-limit facilities. Even if we accept your opt-out request, certain Card Transactions in excess of the credit limit may still be allowed (each an “**Excluded Card Transaction**”). Excluded Card Transactions include any Card Transaction which is not immediately processed by us or does not require our authorisation for effecting payment. Examples of Excluded Card Transactions are:
- Octopus Automatic Add-Value transactions;
 - mobile or contactless payment transactions;
 - transactions approved yet late posted;
 - transactions where the posting amount exceeds the transaction amount, for example due to currency exchange rate fluctuations in respect of foreign currency transactions; and
 - transactions approved by Visa to your Card Account which may result in over-the-limit transactions.

You will be liable for the Card Transactions in excess of the credit limit according to the provisions of this Agreement.

3. Cash advance and Card Transactions

- (a) (i) If you make a cash advance withdrawal at our counter, the withdrawal limit equals your available credit limit.
- (ii) If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (1) your available credit limit and (2) the daily limit on drawing cash advance at ATM.
- (b) We are not responsible for any merchant’s refusal to accept your Card. We are also not responsible for any goods or services supplied to you by any merchant. Your obligation to us under this Agreement is not affected and will not be relieved or reduced by any claim made by you against a merchant. You are responsible for resolving any dispute between you and a merchant. In particular, you and the merchant have to agree on the setting up, modification or termination of any autopay or direct debit arrangement to charge payments to your Card Account. We have the right not to act on any request to set up, modify or terminate such arrangement if there is any dispute between you and the merchant.

4. Card benefits

- (a) We may offer different benefits for different types of credit cards issued by us. We may introduce new benefits or vary or withdraw any benefit without prior notice. We have the right to set, exclude or withdraw any account which may be linked or used in connection with any Card benefit.
- (b) Card benefits may include the following (or any of them):

- decide to dispose of such eStatement or eAdvice in any way determined by us, including deleting it from our record; and
- you should not reply to such email as it is a one-way message.

- (j) Each eStatements and eAdvice sent to your email address will be secured by a Password. You can access eStatements and eAdvice previously sent to your email address using the latest Password.
- (k) You agree to carefully review in a timely manner, all eStatements and eAdvice provided to you. You are responsible for regularly checking your PIB Profile and email address for eStatements and eAdvice.
- (l) You understand that an eStatement or eAdvice placed in your PIB Profile or sent by email will only be available for a limited period as determined by us from time to time. We will periodically remove past eStatement or eAdvice from your PIB Profile even if you have not viewed, accessed or saved them. You will not be able to open eStatement or eAdvice sent to your email address more than 24 months ago so you should save a decrypted version of the eStatement or eAdvice (e.g. in pdf format) in your telecommunications equipment for retention and record purpose. We have no obligation but may issue a replacement or additional copy of any eStatement or eAdvice at your request and may charge a handling fee.
- (m) For the sole purpose of receiving and reading eStatements and eAdvice, we grant you a non-exclusive licence to use any software used by us in providing the eStatements and eAdvice Service. We may also grant you such licence for any other purposes as we may decide from time to time. You agree not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.
- (n) We may use any person for supporting the eStatements and eAdvice Service, including any telecommunications service provider or other independent service provider. That person is not our agent or nominee and we have no co-operation, partnership, joint venture or other relationship with it.

Security

- (o) You understand and accept all possible risks involved in how eStatements or eAdvice are provided. Such risks may include that eStatements or eAdvice may be intercepted, monitored, amended, tampered with or disclosed to other parties without your authorisation.
- (p) You are responsible for the security of your PIB Profile and your telecommunications equipment. You must take all reasonable precautions to prevent anyone else from accessing any confidential information including the eStatements and eAdvice sent to your PIB Profile or your telecommunications equipment.
- (q) You must keep your Password and any other security details secret. You must also take all reasonable

- mobile or contactless payment function;
- rewards and privileges (including the RewardCash Programme);
- interest-free instalment plans for purchasing goods or services from designated merchants;
- ATM access for cardholders to use their cards to effect banking transactions at designated ATMs or point-of-sale terminals or by other designated electronic means;
- internet banking or phone banking service for cardholders to operate their card accounts or use other services which we may offer online or through telephone;
- Drop & Go Counter service for cardholders to submit applicable documents and items at “Drop & Go Counters” for our processing; and
- any other benefits that we may notify you from time to time.

- (c) You may be required to make separate application to obtain some benefits.

Use of Card at ATMs or for EPS payment

- (d) If you want to operate any of your bank accounts with us with your Card using an ATM, or if you want to make payment from that bank account through EPS, you have to link that bank account to your Card. We may specify any conditions or limits relating to the use of ATM or payments through EPS. These conditions or limits may include the following (or any of them):
- the types or number of bank accounts that may be linked to a Card;
 - the currency of any transaction; and
 - limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment through ATM or EPS.

- (e) If you want to use your Card at an ATM outside Hong Kong for cash withdrawals (including cash advance) and transfers, you are required to set your overseas ATM daily withdrawal and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels designated by us from time to time.

Use of phone banking service

- (f) We may specify or vary the scope, features and terms of the phone banking service from time to time without prior notice.
- (g) You authorise us to act on any instructions given by telephone (“**Telephone Instructions**”) using your phone banking PIN. We have no duty to verify the identity of the person using your phone banking PIN to give Telephone Instructions. We are not liable for acting in good faith on a Telephone Instruction given using your phone banking PIN even if that Telephone Instruction was not authorised by you.

precautions to prevent your Password, other security details and email address from unauthorised or fraudulent use.

- (r) You should change your Password from time to time to guard against unauthorised or fraudulent access to the eStatements and eAdvice sent to your email address.
- (s) You should never respond to a request to provide your Password, account, security details or your personal data, even if the request appears to be from us. We will never make such a request.
- (t) You should never provide your account or personal data on screen following a website address or hyperlink from (i) an eStatement or eAdvice or (ii) the covering email. All website addresses and hyperlinks authorised by us are for your information only and we will not require you to provide data in that manner.
- (u) You should check the email address or website address of the sender of the eStatements or eAdvice to ensure that the eStatements or eAdvice is genuine and sent by us.
- (v) You should notify our Card Centre promptly and in such manner as we may accept from time to time if (i) you fail to receive, access or view any eStatement or eAdvice, or (ii) there is any delay in or any other problem with your receiving, accessing or viewing any eStatement or eAdvice from us.
- (w) You must inform us as soon as reasonably practicable and in such manner as we may accept from time to time of any matter which may affect our provision of or your receipt of or access to eStatements or eAdvice. These matters include the following (or any of them):
- if you know or suspect that any person knows your Password or your PIB Profile log-on credentials;
 - if you know or suspect that any person has, without your authorisation, accessed your PIB Profile, your email address, your eStatements or eAdvice or any telecommunications equipment for receiving your eStatements or eAdvice;
 - if you change your email address or other contact details;
 - if your internet or telecommunications service or equipment has or will be suspended or terminated for any reason; and
 - if any email, eStatement, eAdvice, website hyperlink or your PIB Profile appears to be irregular.
- (x) We may stop sending some or all eStatements or eAdvice where we have reason to believe that (i) the security of your PIB Profile, email address or the eStatements or eAdvice sent to you has been compromised, or (ii) the eStatements or eAdvice will no longer reach you at your PIB Profile or email address. In that case, until the suspension is lifted, we will send those eStatements or eAdvice to your mailing address

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

Use of Drop & Go Counter service

- We may specify or vary the scope, features and terms of the Drop & Go Counter service from time to time without prior notice.
- You should ensure that all documents and items submitted under the Drop & Go Counter service are complete, accurate and duly signed as applicable. We have the right not to process any document or item if it is not complete, accurate or duly signed.
- Where we allow deposit of banknotes, coins and cheques through the Drop & Go Counter service, the following provisions apply:
 - we are responsible only after we have received, counted and verified the banknotes, coins and cheques in accordance with our practice to our satisfaction;
 - in the cases below, we will only credit to your Card Account or other account the banknotes, coins and cheques that we have received, counted and verified to our satisfaction, and our decision is final and binding on you:
 - if there is any discrepancy between the details specified in a pay-in slip and the banknotes, coins and cheques accompanying that pay-in slip that are actually received, counted and verified by us; or

in accordance with our procedures from time to time. Any suspension or termination of the eStatements and eAdvice Service does not affect the liabilities and rights between you and us respectively before the date of suspension or termination.

Limitation of our liability

- Without limiting or reducing the effect of Clause 11, except as set out in Clause 6(y)(ii), we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):
 - any failure or delay in providing the eStatements or eAdvice for any reason (including as a result of failure or error of any computer or electronic system or equipment);
 - any error or omission in the eStatements or eAdvice;
 - any disclosure of confidential information;
 - any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with our provision of and your receipt of or access to the eStatements or eAdvice; and
 - any suspension or termination of the eStatements and eAdvice Service under any other circumstance.
- If it is proved that the events in Clause 6(y)(i) was caused by gross negligence or wilful default of (1) ours, (2) our agents or nominees, or (3) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- The Terms and Conditions for HSBC’s eStatement and eAdvice Service prevail over the provisions of this Agreement to the extent of any inconsistency between them concerning the eStatement and eAdvice Service.

7. Payments

- (a) You may pay the Statement Balance by cheque or other means subject to our normal terms and conditions.
- (b) If you will be away from Hong Kong, you should make arrangement as appropriate to settle the Card Account before your departure.
- (c) We will immediately apply funds transferred or credited to your Card Account to reduce the outstanding balance then existing in your Card Account. The reduction will be made in the following order:
- firstly, all fees and charges billed to your Card Account;

- if for any reason we do not accept any banknotes, coins and cheques deposited.

Additional terms governing Card benefits

- We may separately issue or vary additional terms and conditions relating to Card benefits from time to time. These may include the following (or any of them):
 - HSBC Mobile Credit Card Addendum to Credit Card Cardholder Agreement;
 - RewardCash Programme Terms and Conditions;
 - Terms and Conditions for the Credit Card Interest-free Instalment Plan applicable to Personal Credit Card Cardholders;
 - ATM Card Terms and Conditions; and
 - Terms and Conditions for HSBC Internet Banking.
- The terms and conditions relating to a Card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that Card benefit.
- The terms and conditions relating to Card benefits are available at our website or upon request at any of our branches in Hong Kong. The terms and conditions will also be made available in the welcome pack (for new cards) or upon your application of the relevant Card benefit.
- The terms and conditions relating to a Card benefit prevail over the provisions of this Agreement if there is any inconsistency between them concerning that Card benefit.

5. Loss, theft or misuse of your Card, PIN or Password

Report promptly

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

Your liability for unauthorised transactions

- You will be liable for all cash advances and all other transactions effected by unauthorised use of your Card or PIN before we or any member of Visa receive report of loss, theft, disclosure or unauthorised use.
 - then, 1% of the Statement Balance (excluding the billed fees and charges) at a time until the Minimum Payment Due is fully settled;
 - then, any amount in excess of the Minimum Payment Due will be applied to repay the remaining portion of the Statement Balance according to the applicable monthly interest rate in descending order (i.e. to repay that part of the remaining portion of the Statement Balance that incurs the highest interest rate first and so on); and
 - then, any amount in excess of the Statement Balance will be held to the credit of your Card Account.
- (d) Without affecting or limiting the effect of Clause 7(c) above, we have the right to apply funds transferred or credited to your Card Account in any other order as we consider appropriate without prior notice to you.
- (e) If you effect a Card Transaction in a currency other than Hong Kong dollar, we will debit that Card Transaction to your Card Account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate published by Visa on the date of conversion. We will also debit to your Card Account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by Visa to us.
- (f) (i) All payments to us under or in connection with this Agreement (including the outstanding balance in your Card Account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with this Agreement. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with this Agreement.
- (ii) You agree that any termination of your Card is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of your Card, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if your Card is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with this Agreement, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated your Card.

- (iii) You hereby confirm that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of any amount payable to us under this Agreement whether under applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
- (iv) This Clause 7(g) will continue to be effective after the termination of your Card.
- (g) You agree that we may debit your Card Account to make a partial or full refund of your credit balance by any means determined by us, including making a transfer to any of your bank accounts with us or sending a cashier's order to the address last notified by you, at any time without prior notice.

8. Fees and charges

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

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

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

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

- (b) Collection, use and sharing of Your Information

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

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

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 15 or the Notice.

Collection

- (i) We and other members of the HSBC Group may collect, use and share Your Information. Your Information may be requested by us or on behalf of us or the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

Use

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

- (d) Late charge

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

- (e) Fees

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

- overlimit handling fee: if the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your Card, we will treat this as your informal request for raising your credit limit. We may agree to your request and charge, without prior notice, a handling fee for considering and agreeing to your request. If we have received and processed your request to opt out from our over-the-limit facilities, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions;
 - cash advance handling fee and cash advance fee: we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance;
 - returned cheque or rejected autopay handling fee: if the cheque or autopay is not drawn on an account with us and the cheque or autopay is subsequently returned or rejected, we will treat this as your informal request for special handling services and may charge, without prior notice, a handling fee for such services;
 - card replacement fee: we will charge a handling fee for each Card replaced before renewal;
 - retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you;
 - annual fee: we may charge or waive an annual fee for your Card and any additional Card; and
 - foreign currency transaction fee: if you effect a Card Transaction with your Card in a currency other than the currency of the Card, we have the right to require you to pay in full or in part the transaction fee charged by Visa to us on the Card Transaction.
- (f) We may vary the fees and charges from time to time. Our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" has details of various fees and charges including the applicable rates or amounts. That guide is available at our website or upon request at any of our branches in Hong Kong.
- (g) We will debit any fees and charges to your Card Account. Such fees and charges will not be waived or refunded.

9. Additional Cards

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

10. Termination of Card

Termination by you

- (a) You may terminate your Card at any time. If you wish to terminate your Card, you have to give us written notice AND return to us your Card and all additional Cards, if any. If your Card is the primary Card, your termination notice will terminate your Card and all additional Cards (if any) at the same time.
- (b) An additional Card may be terminated by the primary cardholder or the Additional Cardholder of that additional Card. The primary cardholder or the Additional Cardholder have to give us written notice AND return to us that additional Card.
- (c) You should cut a card in two before returning it to us. Termination and suspension by us
- (d) We may terminate or suspend your Card (whether the primary Card or an additional Card) at any time without giving you prior notice or any reason.

You remain liable for indebtedness even after termination

- (e) Upon the termination of your Card for any reason or upon your bankruptcy or death, the following amounts will become immediately due and payable in full to us:
- the outstanding balance on your Card Account; and
 - the amount of any Card Transactions effected but not yet charged to your Card Account.
- (f) You or your estate are required to pay all outstanding amounts to us even after the termination of your Card or your bankruptcy or death. Such outstanding amounts include any regular payments under arrangements which are set up or authorised by you before the termination of your Card or your bankruptcy or death (even if payments are debited to your Card Account afterwards). We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.
- (g) You are liable for any Card Transactions effected with your Card until your Card has been returned to us. If you are the primary cardholder, you are liable for any Card Transactions effected with an additional Card until (i) the

additional Card has been returned to us or (ii) we are able to implement the procedures which apply to lost cards if you so request. Such Card Transactions include purchases or transactions through autopay arrangement or Octopus or other means of payment.

Autopay or other standing arrangements

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

11. Limitation of our liability

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

12. Indemnity

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

This indemnity shall continue after the termination of this Agreement.

- (b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 12(a) was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 12(a) to the extent that it is direct

HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s), Cards (including additional Cards) and Services provided by us or members of the HSBC Group.

- (e) Miscellaneous

- In the event of any conflict or inconsistency between any of the provisions of this Clause 15 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 15 shall prevail.
 - If all or any part of the provisions of this Clause 15 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 15 in that jurisdiction.
- (f) Survival upon termination
- This Clause 15 shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, the closure of any of your accounts, or the termination of any of your Cards (including any additional Cards).

16. General matters

- (a) Your Card remains our property. You should return it to us upon our request.
- (b) You should notify our Card Centre promptly if you change your employment or contact details (including address, telephone number, email address and fax number). Such notice should be given in such manner as we may accept from time to time.
- (c) In the course of providing our services, we may record verbal instructions received from you and any other verbal communication between us.
- (d) We have the right to destroy any documents relating to your Card Account after microfilming or scanning them.

Notices to you

- (e) Unless we specify otherwise, you will be regarded as having received any notice given by us:
- at the time of personal delivery or leaving it at the address last notified by you (if delivered personally);
 - 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
 - immediately after emailing it to the email address last notified by you (if sent by email);
 - immediately after sending it to your mobile phone

and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

- (c) If you fail to pay any amount to us when due or if you breach any terms or conditions of this Agreement, we may enforce our rights or pursue remedies to collect or recover any outstanding amount. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in collecting or recovering any outstanding amount. We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.

13. Set-off

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

14. Variation of terms and conditions, charges and fees

We have the right to vary the terms and conditions of this Agreement, interest rates, finance charges or other fees or charges from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your Card is returned to us for termination before the date on which that variation takes effect.

15. Collection and disclosure of your information

- (a) Definitions

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

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

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

Connected Person means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your

number last notified by you (if sent by mobile message); or

- (v) immediately after placing it in the PIB Profile maintained by you with us (if made available there).

Gambling or other illegal transactions

- (f) You should not use your Card for payment of any gambling or other transaction which is illegal under any applicable laws. If we suspect, believe or know that any Card Transaction is or relates to a gambling or other transaction which is illegal, we have the right to (i) decline processing or paying that Card Transaction or (ii) reverse, cancel or chargeback that Card Transaction.

Third party rights

- (g) No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Agreement.

Governing law, jurisdiction and version

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

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

- (j) The English version of this Agreement prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Agreement is for reference only.

Definitions

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

Agreement means this green credit card Cardholder Agreement, as may be amended from time to time.

ATM means an automated teller machine.

Card means the green credit card (being a Visa Platinum credit card) issued by us.

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

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

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

eAdvice is defined in Clause 6(d).

EPS means Easy Pay System.

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

eStatement is defined in Clause 6(a).

eStatement and eAdvice Service means the service provided by us under which eStatements and eAdvice are provided in connection with your Card.

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

behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

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

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

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

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

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

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

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

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

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

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

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

Password is defined in Clause 1(b).

PIB Profile means your personal profile in HSBC Internet Banking through which you can access, view and transact your account(s) and use other services after entering your personal log-on credentials.

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

Statement Balance is defined in Clause 6(a).

telecommunications equipment include mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or instrument.

Telephone Instructions is defined in Clause 4(g).

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue a Card (whether a primary Card or an additional Card).

Effective from 4 May 2016

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

HSBC 滙豐

green 卡持卡人合約

本行發出的green信用卡（亦是一張Visa白金卡）受本合約規管。指明適用於由本行發出的Visa白金卡及其他信用卡的信用卡持卡人合約不適用於green信用卡。

重要提示！閣下在使用信用卡前，請細閱本合約。閣下使用（包括啟動）信用卡，即被視為已接受本合約所載的條款及細則並受其約束。

在本合約中使用的詞語的定義載於本合約的末端。

1. 閣下的責任

- (a) 閣下須為信用卡戶口及所有信用卡交易（包括所有相關費用及收費）負責。縱使在下列情況，閣下仍須負責：
- (i) 閣下沒有簽署簽賬單（包括如信用卡交易可以電話、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信用卡上的簽署不同；或
- (ii) 信用卡交易不是在閣下自願的情況下進行。即使閣下的信用卡或本合約已被終止，閣下仍須為此負責。
- (b) 閣下不應(i)轉讓閣下的信用卡、私人密碼或用以獲取電子結單或電子通知書的密碼（簡稱「**密碼**」），或(ii)容許任何其他人士使用閣下的信用卡、私人密碼或密碼。
- (c) 閣下應採取包括下列的適當安全防範措施：
- (i) 收到閣下的信用卡後立刻在卡上簽署；
- (ii) 小心保管閣下的信用卡，閣下應像對現金一樣謹慎處理閣下的信用卡；
- (iii) 記下閣下的信用卡號碼，並與信用卡分開安全存放；
- (iv) 使用自動櫃員機後，切記取回閣下的信用卡；
- (v) 確保商戶於信用卡交易完畢後從速將信用卡交還給閣下；

滙豐green卡，由滙豐銀行發給，其卡面印有「滙豐」字樣，並印有「滙豐」商標。

幣500元。但請注意，該限額在下列情況下並不適用（即閣下須負責全數金額）：

- (i) 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信用卡或私人密碼；或
- (ii) 如閣下就使用或保管信用卡或私人密碼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信用卡或私人密碼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。
- (e) 上列第5(c)條指定的限額不適用於任何現金貸款。補發新卡
- (f) 本行無責任但可向閣下補發新卡。如本行補發新卡，本行會徵收手續費。

6. 電子結單及電子通知書

- (a) 本行一般會每月以電子形式提供載有下列及其他有關信用卡（包括附屬信用卡，如適用）詳情的信用卡結單（簡稱「**電子結單**」）：
- (i) 信用卡戶口未清還欠項的總額（簡稱「**結單結欠**」）；
- (ii) 應繳付的結單結欠的最低付款額（簡稱「**最低付款額**」）；及
- (iii) 最低付款額須時繳付的部份及須繳付餘額的日期（簡稱「**到期日**」）。除本行另行決定，否則不會向閣下提供紙張形式的信用卡結單。
- (b) 本行有權將所有電子結單（及紙張形式的電子結單（如適用））送交基本卡持卡人，包括附屬信用卡的電子結單（及紙張形式的電子結單（如適用））。
- (c) 如電子結單顯示任何未經閣下授權的交易，閣下應從速通知本行的信用卡中心。閣下應(i)於電子結單日期（或如獲提供紙張形式的電子結單，則該結單的日期）60天內；及(ii)以本行不時接納的方式通知本行。如閣下未有於指定的期限內通知本行，電子結單所顯示的交易即被視為正確。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等交易對本行提出反對或採取補救方法的權利。
- (d) 除電子結單外，本行可以電子形式向閣下發送與閣下信用卡相關的通知書、報告、記錄、收據或其他通訊（簡稱「**電子通知書**」）。如載於電子

- (vi) 在收到閣下私人密碼或密碼的通知時，緊記私人密碼或密碼並將通知銷毀；
- (vii) 當閣下使用私人密碼或密碼時，請確保私人密碼或密碼沒有被別人察看；
- (viii) 定期更改私人密碼或密碼；
- (ix) 如私人密碼或密碼被或可能被別人察看，應從速更改；
- (x) 切勿寫下私人密碼或密碼或把它記在閣下的信用卡上或與閣下的信用卡一同存放。閣下應將私人密碼或密碼的記錄加以掩飾；
- (xi) 切勿選用易於猜測的數字作為私人密碼或密碼（例如香港身分證號碼、出生日期、電話號碼或其他容易獲取的個人資料）；
- (xii) 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密碼；
- (xiii) 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；
- (xiv) 確保就每項信用卡交易只列印一張簽賬單；及
- (xv) 保留每張簽賬單的持卡人存根，並跟電子結單查對。
- (d) 如閣下的信用卡、私人密碼或密碼遺失、被竊、外洩或遭未經授權使用，閣下應按第5條報告。
- (e) 如閣下為基本卡持卡人，應確保每名附屬卡持卡人按本合約使用及處理其信用卡及相關事宜。閣下應特別注意，附屬卡持卡人可使用或享用某些有關附屬卡的服務和信用卡優惠，縱使閣下沒有以基本卡使用或享用該等服務和信用卡優惠。在這種情況下，閣下仍須確保附屬卡持卡人依照本合約及規管該等服務和信用卡優惠的其他條款及細則使用或享用該等服務和信用卡優惠。

2. 信用限額設定及檢討

- (a) 閣下的信用卡設有一信用限額，以作購物及提取現金貸款之用。就適用於該信用卡的信用限額，請參閱信用卡結單。閣下須遵守信用卡的信用限額。
- (b) 本行設定並不時檢討信用限額。本行在認為適當時可為閣下的信用卡設定不同的信用限額。本行是根據閣下信用卡戶口信貸風險的定期評估（包括任何數據及還款模式）設定信用限額。如本行決定加大信用限額，本行會事先通知閣下。本行可無需事先

閣下可隨時向本行申請檢討信用限額。閣下亦可向本行申請更改或撤回可享用或使用任何信用卡優惠的任何戶口。

通知書的任何事宜不準確或不完整，閣下應從速以本行不時接納的方式通知本行的信用卡中心。

提供及使用電子結單及電子通知書服務

- (e) 本行會以本行不時決定的下列（或任何一種）方法向閣下提供各電子結單及電子通知書：
- (i) 提供至閣下的個人網上理財賬戶；及
- (ii) 以電郵發送至閣下在本行記錄中的電郵地址。
- (f) 閣下應確保：
- (i) 閣下具備有效的個人網上理財賬戶（如適用）；
- (ii) 閣下使用本行不時接納的電訊設備、電訊服務供應商及可接收及閱讀電子結單及電子通知書的電腦軟件；及
- (iii) 閣下在本行記錄中的電郵地址及流動電話號碼時刻保持(1)有效、(2)最新及(3)可接收本行發送的電子結單、電子通知書及任何其他訊息。
- (g) 就閣下的電訊服務供應商提供的電訊設備及與閣下的電郵地址、流動電話號碼及電子結單及電子通知書服務相關的服務，閣下須負責支付所有費用、收費及開支。
- (h) 如電子結單或電子通知書已提供至閣下的個人網上理財賬戶，本行無責任但可通知閣下已提供最新的電子結單或電子通知書。本行可以發送訊息至閣下在本行記錄中的流動電話號碼或電郵地址（或兩者）通知閣下。
- (i) 如閣下沒具備有效的個人網上理財賬戶，本行會向閣下在本行記錄中的電郵地址發送電子結單及電子通知書。如本行以電郵發送電子結單或電子通知書
- (j) 如本行認為已成功發送至閣下的電郵地址，本行不會重發；
- (ii) 如本行認為未能送達閣下，本行可（但無責任）進行下列（或任何一項）：
- 按本行就重發電子結單或電子通知書不時設定的程序重發；
 - 按本行認為合適的任何方法通知閣下，而閣下須遵從本行在該通知中的任何指示；
 - 向閣下在本行記錄中的郵寄地址以紙張形式發送電子結單或電子通知書；及

通知閣下而減少信用限額。閣下可隨時向本行申請檢討信用限額。

- (c) 本行可拒絕超出信用限額的信用卡交易。然而，本行亦可無需通知閣下而酌情決定接受該等信用卡交易（除非本行已收到並處理閣下拒絕超出信用限額信貸安排的要求）。即使本行接納閣下拒絕超出信用限額信貸安排的要求，某些超出信用限額的信用卡交易仍可能被容許（各稱「**例外信用卡交易**」）。例外信用卡交易包括並非被本行即時處理或無需本行授權而可進行的任何信用卡交易。例外信用卡交易的例子有：
- (i) 八達通自動增值交易；
- (ii) 流動或非接觸式付款交易；
- (iii) 獲批准但延遲結賬的交易；
- (iv) 誌賬金額超出交易金額的交易，例如就外幣交易而言，因兌換匯率波動而引致；及
- (v) 獲Visa批准誌入閣下信用卡戶口而可能引致超額的交易。
- 閣下須按本合約的條文為超出信用限額的信用卡交易負責。

3. 現金貸款及信用卡交易

- (a) (i) 如閣下於本行櫃檯提取現金貸款，提取限額相等於閣下的可用信用限額。
- (ii) 如閣下於自動櫃員機提取現金貸款，提取限額相等於下列兩者較低者：(1)閣下的可用信用限額；及(2)於自動櫃員機提取現金貸款的每日限額。
- (b) 本行無需就任何商戶拒絕接納閣下的信用卡而負責。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。閣下根據本合約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信用卡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。

4. 信用卡優惠

- (a) 本行可就本行發出的不同類型的信用卡提供不同優惠。本行可推出新優惠或更改或撤回任何優惠，而

閣下可隨時向本行申請更改或撤回可享用或使用任何信用卡優惠的任何戶口。

- (4) 決定以本行釐定的任何方法處置該電子結單或電子通知書，包括從本行的記錄中刪除；及
- (iii) 該等電郵只限單向傳送故閣下不應回覆。
- (j) 向閣下電郵地址發送的每個電子結單或電子通知書會受密碼保護。閣下可以最新的密碼獲取已發送至閣下電郵地址的電子結單或電子通知書。
- (k) 閣下同意適時地小心審閱向閣下提供的所有電子結單及電子通知書。閣下有責任定期審查閣下的個人網上理財賬戶及電郵地址有否收到電子結單及電子通知書。
- (l) 閣下明白發送至閣下的個人網上理財賬戶或以電郵發送的電子結單或電子通知書只會在本行不時釐定的有限期內提供。本行會定期清除過去於個人網上理財賬戶內的電子結單或電子通知書，即使閣下未有查看，獲取或儲存該等新電子或電子通知書。閣下將不能開啟於24個月前發送至閣下電郵地址的電子結單或電子通知書所以閣下應在閣下的電訊設備中儲存一份已解密的版本（例如PDF 形式）作為保留及記錄之用。本行無責任但可應閣下要求補發任何電子結單或電子通知書或提供額外副本，並可徵收手續費。
- (m) 僅限於收取及閱讀電子結單及電子通知書為目的，本行向閣下授予一項非專屬許可，准許閣下使用任何本行用以提供電子結單及電子通知書服務而使用的軟件。本行亦可為本行不時決定的其他目的向閣下授予許可。閣下同意不會對任何該等軟件或准許任何其他人士對任何該等軟件進行反匯編、拆解、複製、修改或逆向工程。
- (n) 本行可聘用任何人士支援電子結單及電子通知書服務，包括任何電訊服務供應商或其他獨立服務供應商。該人士並不是本行的代理人或代名人，亦跟本行無合作、合夥、聯營或其他關係。
- 保安
- (o) 閣下明白並接納提供電子結單或電子通知書的方式可能涉及的所有風險。該等風險包括電子結單或電子通知書可能被攔截、監控、修改、干預或未經閣下授權向他人披露。
- (p) 閣下須對閣下的個人網上理財賬戶及電訊設備的保安負責。閣下必須採取所有合理的預防措施防止任何其他人士獲取任何機密資料，包括閣下及個人網上理財賬戶或電訊設備發送的電子結單及電子通知書。

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信用卡優惠的任何戶口。

- (b) 信用卡優惠可包括下列項目（或任何一項）：
- (i) 流動或非接觸式付款功能；
- (ii) 獎賞及優惠（包括「獎賞錢」計劃）；
- (iii) 於指定商戶購買商品或服務的免息分期付款計劃；
- (iv) 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方式使用信用卡進行銀行業務交易；
- (v) 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信用卡戶口或使用本行提供的其他服務；
- (vi) 特快專櫃服務，讓持卡人於「特快專櫃」透交供本行處理的適用文件及項目；及
- (vii) 本行可不時通知閣下的任何其他優惠。

(c) 閣下可能需要另行作出申請以獲得某些優惠。

於自動櫃員機使用信用卡或使用信用卡作易辦事繳費

- (d) 如閣下欲於自動櫃員機使用閣下的信用卡操作閣下於本行的任何銀行戶口，或如閣下欲使用易辦事從該銀行戶口繳費，閣下須連結該銀行戶口至此信用卡。本行可指定使用自動櫃員機或易辦事繳費的任何條件或限制。該等條件或限制可能包括下列項目（或任何一項）：
- (i) 可連結至信用卡的銀行戶口種類或數目；
- (ii) 任何交易的貨幣；及
- (iii) 現金提款、轉賬或透過自動櫃員機或易辦事繳費的限制（包括按日或按交易或其他限制）。
- (e) 如閣下欲於香港境外的自動櫃員機使用信用卡提取現金（包括現金貸款）及進行轉賬，閣下須預先設定閣下在海外自動櫃員機的每日提款及轉賬限額及相應生效期限。閣下須透過本行不時指定的渠道設定該等限額及期限。

使用電話理財服務

- (f) 本行可不時指定或更改電話理財服務的範圍、特點及條款，而無需事先通知。
- (g) 閣下授權本行執行使用閣下電話理財私人密碼而以電話發出的任何指示（簡稱「**電話指示**」）。對於使用閣下電話理財私人密碼而發出電話指示的人士的身分，本行無責任進行核實。即使該電話指示未獲閣下授權，本行無需就真誠地執行該電話指示而負責。

閣下可隨時向本行申請更改或撤回可享用或使用任何信用卡優惠的任何戶口。

- (q) 閣下必須把密碼及任何其他保安資料保密。閣下亦必須採取所有合理的預防措施防止他人未經授權或為欺詐意圖使用密碼、其他保安資料及電郵地址。
- (r) 閣下應不時更改密碼以防止他人未經授權或為欺詐意圖獲取向閣下電郵地址發送的電子結單或電子通知書。
- (s) 閣下切勿回應提供閣下的密碼、戶口、保安資料或個人資料的要求，即使該要求看似是由本行發送。本行絕不會提出該等要求。
- (t) 閣下切勿跟隨載於(i)電子結單或電子通知書或(ii)電郵附函的網站地址或超連結，在屏幕上提供閣下的戶口資料或個人資料。本行認可的所有網站地址及超連結只供閣下參考，本行不會要求閣下透過該等方式提供資料。
- (u) 閣下應檢查電子結單或電子通知書發送人的電郵地址或網站地址，以確保電子結單或電子通知書屬真實確及由本行發送。
- (v) 如(i)閣下未能收取、獲取或閱讀任何電子結單或電子通知書，或(ii)在收取、獲取或閱讀任何該等發出的任何電子結單或電子通知書時出現任何延誤或任何其他問題，閣下應從速以本行不時接納的方式通知本行的信用卡中心。
- (w) 如有任何事宜可能影響本行向閣下提供或閣下收取或獲取電子結單或電子通知書，閣下必須在合理可行的範圍內盡快以本行不時接納的方式通知本行。該等事宜包括下列（或任何一項）：
- (i) 如閣下知道或懷疑任何人士知道閣下的密碼或個人網上理財賬戶登入資料；
- (ii) 如閣下知道或懷疑任何人士未經授權使用閣下的個人網上理財賬戶、電郵地址、電子結單或電子通知書或閣下用以收取電子結單或電子通知書的任何電訊設備；
- (iii) 如閣下更改電郵地址或其他聯絡資料；
- (iv) 如閣下的互聯網或電訊服務或設備因任何原因已被或將會被暫停或終止；及
- (v) 如任何電郵、電子結單、電子通知書、網站超連結或閣下的個人網上理財賬戶出現不正常情況。

- (x) 如本行有理由相信(i)閣下的個人網上理財賬戶、電郵地址或向閣下發送的電子結單或電子通知書的保安出現不完善情況，或(ii)電子結單或電子通知

- (h) 如閣下無足夠資金或可用信貸，本行並無責任執行電話指示，但亦可執行該電話指示。本行無需在執行該電話指示之前通知閣下。就執行該電話指示而產生的透支、墊支或信貸，閣下須負責向本行清還及作出彌償。如本行決定不執行該電話指示，本行無需就因此而產生的任何後果負責。

- (i) 本行回應電話指示而提供的任何匯率或利率報價僅供參考，除非該匯率或利率是本行就一項交易而確認。本行為一項透過電話理財服務的交易確認並被閣下接納的匯率或利率即對閣下具有約束力，即使本行可能之前透過任何方式作出不同報價。
- (j) 當閣下使用電話理財服務與任何人士進行交易或轉賬，閣下應向該人士知會該交易的詳情。本行不負責通知。
- (k) 本行未必即時或於本行收到電話指示當日處理電話指示。這可能是由於系統限制、設備功能失常或故障，或其他原因（不論是否本行控制之外）。本行無需就任何延遲或未能處理電話指示負責。就是否執行電話指示或何時執行電話指示，本行的決定為最終決定並對閣下具有約束力。

使用特快專櫃服務

- (l) 本行可不時指定或更改特快專櫃服務的範圍、特點及條款，而無需事先通知。
- (m) 閣下應確保透過特快專櫃服務遞交的所有文件及項目均為完整、準確及簽妥（按情況適用）。本行有權不處理任何不完整、不準確或未簽妥的文件或項目。
- (n) 如本行接受透過特快專櫃服務存入紙幣、硬幣及支票，下列條文則適用：
- (i) 本行只為本行按照慣例及符合本行要求所收取、點算及核實的紙幣、硬幣及支票負責。
- (ii) 在下列情況下，本行只會把本行認為符合本行要求所收取、點算及核實的紙幣、硬幣及支票入賬到閣下的信用卡戶口或其他戶口，而本行的決定為最終決定並對閣下具有約束力：
- 如存款單上列明的詳情與連同存款單由本行實際收取、點算及核實的紙幣、硬幣及支票有任何差歧；或
 - 如本行因任何原因不接納存入的任何紙幣、硬幣及支票。

規管信用卡優惠的附加條款

- (o) 本行可不時另外發出或更改有關信用卡優惠的附加

閣下可隨時向本行申請更改或撤回可享用或使用任何信用卡優惠的任何戶口。

知書不能再透過閣下的個人網上理財賬戶或電郵地址送達閣下，本行可停止發送全部或部分電子結單或電子通知書。在此情況下，本行會按照本行不時適用的程序把該等電子結單或電子通知書郵寄至閣下的郵寄地址，直至以電子方式發送恢復為止。任何電子結單及電子通知書服務的暫停或終止，不影響閣下與本行之間於暫停或終止日期前各自的責任及權利。

本行責任的限制

- (y) (i) 在不限制或削弱第11條效力的情況下，因或有關下列（或任何一種）情況而產生令閣下可能招致或蒙受的任何種類損失、損害或開支，本行無需負責（第6(y)(ii)條所載的除外）：
- 因任何原因未有或延遲提供電子結單或電子通知書（包括因任何電腦或電子系統或設備的故障或錯誤）；
 - 電子結單或電子通知書中任何錯誤或遺漏；
 - 任何機密資料被披露；
 - 因或有關本行向閣下提供或閣下收取或獲取電子結單或電子通知書而引致閣下的資料、軟件、電訊設備或其他設備有任何損失或損害；及
 - 在任何其他情況下暫停或終止電子結單及電子通知書服務。
- (ii) 如證實第6(y)(i)條所載的事件是因(i)本行、(ii)本行的代理人或代名人，或(iii)本行的職員或僱員或本行的代理人或代名人的職員或僱員嚴重疏忽或故意失責所引致，則本行會就直接或純因該等嚴重疏忽或故意失責引致而閣下招致或蒙受的直接及合理可預見的任何損失及損害負責。
- (z) 如滙豐電子結單及電子通知書服務章則條款與本合約的條文就電子結單及電子通知書服務有任何不一致，概以滙豐電子結單及電子通知書服務章則條款為準。

7. 還款

- (a) 閣下可根據本行的正常條款及細則以支票或其他方式繳付結單結欠。

條款及細則。該等附加條款及細則可能包括下列條款及細則（或任何一項）：

- (i) 滙豐Mobile信用卡持卡人合約附錄；
- (ii) 「獎賞錢」計劃條款及細則；
- (iii) 信用卡免息分期付款計劃條款及細則（適用於個人信用卡持卡人）；
- (iv) 自動櫃員機卡條款及細則；及
- (v) 滙豐網上理財條款及細則。
- (p) 有關信用卡優惠的條款及細則中列出有關優惠的適用資格準則、細則、限制、指引或指示。
- (q) 有關信用卡優惠的條款及細則可於本行網站瀏覽或向本行在香港的任何分行索取。條款及細則亦會隨迎新小冊子（如屬新卡）提供或於閣下申請有關信用卡優惠時提供。
- (r) 如有關信用卡優惠的條款及細則與本合約的條文就信用卡優惠有任何不一致，概以信用卡優惠條款及細則為準。

5. 閣下的信用卡或任何機密號碼遺失、被竊或不當使用

從速報告

- (a) 如閣下的信用卡、私人密碼或密碼遺失、被竊、外洩或遭未經授權使用，閣下應從速報告。閣下應致電2233 3000通知本行的信用卡中心，或親身到香港的分行報告。如身處海外，閣下應通知Visa的任何成員。
- (b) 如閣下按本合約於未經授權交易的結算日前報告，閣下有權暫不繳付受爭議的金額。在本行進行調查期間，本行不會就受爭議的金額徵收任何財務費用或利息或對閣下作出不良信貸報告。在本行真誠地調查後而調查結果顯示閣下就未經授權交易的報告並無根據，本行有權就該受爭議的金額重新徵收整段期間（包括調查期間）的財務費用或利息。本行真誠地調查的結果對閣下具有約束力。

閣下就未經授權交易的責任

- (c) 就在本行或Visa的任何成員收到遺失、被竊、外洩或未經授權使用的報告前未經授權使用閣下的信用卡或私人密碼進行的所有現金貸款及其他交易，閣下均須負責。

- (d) 如閣下按本第5條報告信用卡或私人密碼遺失、被竊、外洩或遭未經授權使用，則閣下就未經授權的交易（但不包括現金貸款）須承擔的責任最高為港

閣下可隨時向本行申請更改或撤回可享用或使用任何信用卡優惠的任何戶口。

(c) 就轉入或進賬至閣下信用卡戶口的款項，本行會立即按下列次序用作減少信用卡戶口當時尚未清還的結欠：

- (i) 首先，清還誌入信用卡戶口的所有費用及收費；
- (ii) 然後，每次減少結單結欠（扣除誌入的費用及收費）的1%直至最低付款額全數清還為止；
- (iii) 然後，超出最低付款額的任何款項按適用月息由高至低清還尚餘的結單結欠（即先清還結單結欠中須還最高息尚餘部份，如此類推）；及
- (iv) 然後，超出結單結欠的任何款項會進賬為信用卡戶口的結存。

(d) 本行有權無需事先通知閣下按本行認為適當的任何其他次序應用轉入或進賬至閣下信用卡戶口的款項。本條款不會影響或限制上列第7(c)條的效力。

(e) 如閣下以非港幣進行信用卡交易，本行會把該信用卡交易轉換成港幣後記入閣下的信用卡戶口。轉換匯率會由本行參考Visa在轉換當日採用的匯率後決定。本行亦會把本行的費用（相等於該信用卡交易的一個百分率）及Visa向本行徵收的任何交易費用（全數或部分）記入閣下的信用卡戶口。

- (f) (i) 所有按或有關本合約作出的付款（包括閣下信用卡戶口未清還的結欠、利息、費用及收費）必須全數向本行支付。閣下不得從閣下按或有關本合約作出的任何付款中扣除本行欠下閣下的任何款項。如根據適用法律或法規須扣除條款或類似的收費，或因任何其他原因須作出扣除，或本行之後須根據適用法律或法規退還任何所收到的支付欠款的款項，閣下必須補足差額，以確保本行全數收到按或有關本合約應付的款項。
- (ii) 閣下同意，作為終止閣下的信用卡的先決條件，本行所收到的還款不會於其後須根據任何適用法律或法規被退還或扣減。當終止閣下的信用卡後，若本行之後須根據適用法律或法規退還任何所收到的還款，或當終止閣下的信用卡時，若本行並未全數收到償還欠款的款項，則閣下仍然有責任支付差額或任何餘款，以確保本行能全數收到按或有關本合約應付的款項，而本行有權向閣下追討該差額或任何餘款，猶如本行從未終止閣下的信用卡。
- (iii) 閣下確認，根據香港的適用法律或法規，或任何其他閣下可能居住的國家的適用法律或法規

項下有有關閣下按本合約應向本行繳付的任何款項的任何預扣稅義務或其他扣減或預扣義務（無論是稅務或任何其他原因的扣減或預扣）均為閣下的責任。閣下將應本行的要求從速向本行提供本行認為滿意的證據，以證明閣下已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果，包括任何機構可能就向本行作出的任何申索，閣下確保本行不會招致任何損失，並同意應要求對本行作出全部彌償。

(iv) 本第7(g)條於終止閣下的信用卡後仍然繼續有效。

(g) 閣下同意本行可在任何時候透過本行決定之任何方式支取閣下信用卡戶口以退還該戶口內部分或全部結餘，包括轉賬至閣下於本行持有的任何銀行戶口或郵寄本票至閣下最後通知的地址，而無需事先通知。

8. 費用及收費

(a) 如本行在到期日或該日前收到結單結欠的全數金額，閣下無需就結單結欠任何財務費用或逾期費用。結單結欠的金額包括有關信用卡交易的所有費用、收費、成本及開支。

(b) 閣下就註入閣下的信用卡的購物交易可享有最長達56日的免息期。

(c) 財務費用

(i) 如閣下在到期日或該日前未有繳付結單結欠的全數金額，本行可能（在不另行通知的情況下）徵收財務費用，即使閣下已全數繳付最低付款額。該財務費用就下列金額徵收：

(1) 未清還結單結欠（由緊接到期日前的結單日起至本行收到全數金額為止）；及

(2) 自該結單日起被註入閣下信用卡戶口的每項新交易金額。（由交易日期起至本行收到全數金額為止）。

(ii) 財務費用按日累算並按當時的「滙豐零售銀行及財富管理客戶銀行服務費用簡介」中列明的每月利率計算。本行有權就未清還現金貸款及未清還購物交易設定不同利率。

(d) 逾期費用

如閣下在到期日或該日前未有全數繳付最低付款額，除財務費用外本行可能（在不另行通知的情況

下）徵收逾期費用。逾期費用會在下一個結單日記入閣下的信用卡戶口。

(e) 費用

閣下須額外支付費用（按情況適用）。如閣下需要任何額外服務，閣下可能需要繳付其他費用及收費。

(i) 超出信用限額手續費：如結單結欠（扣除當時註入閣下信用卡戶口的所有費用及收費）超出閣下信用卡的信用限額，本行將視之為閣下向本行臨時要求調高信用限額。本行可能同意批准閣下的要求及（在不另行通知的情況下）徵收有關審批該要求的手續費。如本行已收到及處理閣下拒絕超出信用限額信貸安排的要求，本行只有權就任何例外信用卡交易徵收超出信用限額手續費；

(ii) 現金貸款手續費及現金貸款費：就每項現金貸款本行會在現金貸款當日徵收手續費及現金貸款費；

(iii) 退票或自動繳費退回手續費：如支票或自動繳費並非從在本行開立的戶口支取，而支票或自動繳費被退回，本行將視之為閣下臨時要求本行提供的特別服務及可能（在不另行通知的情況下）徵收有關的手續費；

(iv) 補發新卡費：就續卡日前補發信用卡本行會每次徵收手續費；

(v) 索取副本費：就閣下索取簽賬單副本本行會徵收索取副本費；

(vi) 年費：本行可徵收或豁免閣下的信用卡及任何附屬卡的年費；及

(vii) 外幣交易費：如閣下使用閣下的信用卡以非信用卡貨幣進行信用卡交易，就該等信用卡交易本行有權要求閣下繳付全數或部分由Visa向本行徵收的交易費。

(f) 本行可不時更改各項費用及收費。本行的「滙豐零售銀行及財富管理客戶銀行服務費用簡介」載有各項費用及收費的詳情（包括適用利率或金額）。該簡介可於本行網站瀏覽或向本行在香港的任何分行索取。

(g) 本行會把任何費用及收費記入閣下的信用卡戶口。該等費用及收費並不會被豁免或退還。

閣下的責任

(iv) 不時提供予本行或滙豐集團成員的閣下資料如有任何變更，閣下同意從速（在任何情況下於30天內）以書面通知本行。閣下亦同意從速回覆本行或滙豐集團成員就提供閣下資料的任何要求。

(v) 閣下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（包括閣下資料或稅務資料）按本行不時修改或補充的本第15條及個人資料通知所載處理、披露及轉移。閣下須知會該等關連人士他們有權索取及改正其個人資料。

(vi) 閣下同意本行按本合約所述使用、儲存、披露、處理及轉移所有閣下資料，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，以容許本行如上所述行事。如閣下未能或未有在任何方面遵守(v)及(vi)列出的責任，閣下同意從速以書面通知本行。

(vii) 如：

- 閣下或任何關連人士未有按本行合理的要求從速提供閣下資料，或
- 閣下或任何關連人士拒絕給予或撤回任何本行為用途（不包括向閣下促銷或推廣產品及服務有關的用途）處理、轉移或披露閣下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) 未能向閣下提供新服務或繼續提供全部或部分服務，並保留終止本行與閣下關係的權利；

(B) 作出所需行動讓本行或滙豐集團成員符合規責任；及

(C) 若本地法律許可，封鎖、轉移、結束或終止閣下的戶口或信用卡（包括附屬信用卡）。

另外，如閣下未有按要求從速提供閣下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閣下或該關連人士的狀況，包括閣下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

9. 附屬信用卡

(a) 如閣下為附屬卡持卡人，閣下須為使用閣下的附屬信用卡負責並受本合約的條款及細則約束。閣下無需為發給另一名附屬卡持卡人的附屬信用卡或基本卡的使用負責。

(b) 如閣下為基本卡持卡人，閣下須為閣下的基本卡及各附屬信用卡的使用負責。本行可全權酌情向基本卡持卡人或附屬卡持卡人（或兩者）追討該附屬卡持卡人的欠債（包括所有費用及收費）。

10. 終止信用卡

由閣下終止

(a) 閣下可隨時終止閣下的信用卡。如閣下欲終止閣下的信用卡，閣下須給予本行書面通知以及向本行歸還閣下的信用卡連同所有附屬信用卡（如有）。如閣下的信用卡為基本卡，閣下的終止通知會同時終止閣下的信用卡及所有附屬信用卡（如有）。

(b) 附屬信用卡可由基本卡持卡人或該附屬信用卡的持卡人終止。基本卡持卡人或附屬信用卡持卡人須給予本行書面通知以及向本行歸還該附屬信用卡。

(c) 閣下向本行歸還信用卡前應先將其剪成兩半。

由本行終止

(d) 本行可隨時終止或暫停閣下的信用卡（不論是基本卡或附屬信用卡）而無需給予閣下事先通知或任何理由。

終止後閣下仍須為欠債負責

(e) 閣下的信用卡如因任何原因被終止或如閣下破產或逝世，下列金額將立即到期並須向本行全數清還：

(i) 閣下的信用卡戶口未清還的結欠；及

(ii) 已進行但未註入閣下信用卡戶口的任何信用卡交易金額。

(f) 即使閣下的信用卡已被終止或閣下已破產或逝世，閣下或閣下的遺產管理人仍須向本行繳付所有未清還金額。該等未清還金額包括在信用卡被終止或閣下破產或逝世前已設立或授權的定期付款安排下的金額（即使該等繳付金額其後才記入閣下的信用卡戶口）。本行有權繼續就任何未清還金額（包括本行招致的任何成本及開支）徵收財務費用，直至本行收到全數款項為止。

(g) 閣下須為以閣下的信用卡進行的任何信用卡交易負責，直至信用卡已歸還本行為止。如閣下為基本卡持卡人，閣下須為以附屬信用卡進行的任何信用卡

交易負責，直至(i)附屬信用卡已歸還本行或(ii)直至本行能辦理適用於失卡的手續為止（如閣下有此要求）。該等信用卡交易包括透過自動付款安排或八達通或其他繳付方式進行的購物或交易。

自動付款或其他定期指示安排

(h) 終止閣下的信用卡不會自動取消或轉移閣下在終止前所設立或授權與信用卡有關的任何安排。該等安排包括自動付款安排、直接付款安排、定期付款安排、分期付款計劃或其他定期指示安排。閣下應與負責商戶或人士取消或修改該等安排。

11. 本行責任的限制

(a) 就下列情況（或任何一項）本行無需向閣下或任何其他人士負責：

(i) 本行向閣下提供的設備、設施或服務出現任何延誤、失誤或電腦處理出錯，如屬於本行合理控制以外的情況或因此造成；及

(ii) 因本行提供設備、設施或服務，或因本行未有或延遲提供設備、設施或服務，而引致或相關的任何間接或相應而生的損失。

(b) 如任何並非本行的代理人的人士向閣下提供任何設備、設施或服務，而本行用合理技術並合理謹慎地與該人士往來，則本行無需就該人士的任何作為或遺漏負責。

12. 彌償

(a) 對(i)本行、(ii)本行的代理人及代名人，及(iii)本行的職員及僱員，以及本行的代理人或代名人的職員及僱員因閣下根據本合約使用本行的設備、設施或服務或本行根據本合約向閣下提供設備、設施或服務或與此相關而可能招致或蒙受下列情況，閣下須作出彌償及付還（下列第12(b)條所載的除外）：

(i) 所有法律行動、訴訟及索償（不論由本行或上列人士或對本行或上列人士提出）；及

(ii) 所有損失、損害及金額合理的成本及開支。

本彌償在本合約終止後將繼續有效。

(b) 如證實第12(a)條所載的任何法律行動、訴訟、索償、損失、損害或金額是因(i)本行、(ii)本行的代理人或代名人，或(iii)本行的職員或僱員或本行的代理人或代名人的職員或僱員嚴重疏忽或故意失責所引致，則閣下無需根據第12(a)條負責（但只

或不可強制執行，該條文在任何其他司法管轄區或本第15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。

(f) 終止後繼續有效
即使閣下、或本行或滙豐集團成員終止對閣下提供任何服務、閣下的任何戶口結束，或閣下的任何信用卡（包括任何附屬信用卡）被終止，本第15條繼續有效。

信或得知任何信用卡交易乃賭博或其他非法交易或與其有關，本行有權(i)拒絕處理或繳付該信用卡交易或(ii)推翻或取消該信用卡交易或作退單。

限於直接及純因該等嚴重疏忽或故意失責引致的直接及合理可預見的法律行動、訴訟、索償、損失、損害或金額）。

(c) 如閣下未有在到期時繳付任何款項或如閣下違反本合約的任何條款或細則，本行可強制執行本行的權利或採取補救方法收回或追討任何欠款。本行有權為該等目的聘用代理人或服務供應商。就本行為收回或追討任何欠款而合理地招致並產生金額合理的所有成本（包括法律費用）及開支，閣下須對本行作出彌償及向本行付還。本行有權就任何結欠金額（包括本行招致的任何成本及開支）繼續徵收財務費用，直至本行收到全數款項為止。

13. 抵銷

除法律或任何合約下授予的任何一般抵銷權或其他權利外，本行亦有權將閣下信用卡戶口的結欠與閣下於本行維持的任何其他戶口的結欠合併或綜合計算，而無需事先通知閣下。如閣下為基本卡持卡人，本行的權利將延伸至任何附屬卡持卡人的信用卡戶口結欠。本行亦有權以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉賬，用以清還閣下根據本合約對本行的欠債。

14. 更改條款及細則、費用及收費

本行有權不時更改本合約的條款及細則、利率、財務費用或其他費用或收費。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於更改生效日期前將閣下的信用卡歸還本行取消，閣下將受有關更改約束。

15. 收集及披露閣下的資料

(a) 定義

本第15條中使用的詞語有下列涵義。

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。

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

關連人士指閣下以外的人士或單位，而其資料（包括個人資料或稅務資料）由閣下（或閣下代表）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、閣下的代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係乎閣下及滙豐集團的關係。

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士。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就或有關偵測、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個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(a)開立、維持、結束及終止閣下的戶口或信用卡（包括附屬信用卡），(b)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(c)維持本行與閣下的整體關係，包括向閣下促銷服務或產品、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。

稅務資料指關於閣下稅務狀況或關連人士稅務狀況的文件或資料。

閣下資料指所有或任何有關閣下或關連人士的下列

密碼的定義見第1(b)條。

個人網上理財賬戶指滙豐網上理財服務存有的閣下個人資料詳情。透過個人網上理財賬戶閣下可在輸入個人資料及使用其他服務。

私人密碼指當閣下使用信用卡、網上理財服務、電話理財服務或任何其他服務存取資料、發出指示或進行交易時，本行用以識別閣下的個人識別號碼或任何密碼或號碼。

結單結欠的定義見第6(a)條。

電訊設備包括流動電話、手提電腦、個人桌面電腦、個人掌上電腦、個人數碼助理，及任何其他電子媒介或設備。

電話指示的定義見第4(g)條。

本行、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。

閣下或閣下的指獲本行發出信用卡（不論是基本卡或附屬信用卡）的人士。

由2016年5月4日起生效

（注意：如中文譯本與英文本在文義上出現分歧，概以英文本為準。）