



## Credit Card Cardholder Agreement

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

**IMPORTANT! Before you use your Card, please read this Agreement carefully. By using (which includes activating) your Card, you will be considered to have accepted the terms and conditions applicable to your Card as set out in this Agreement and will be bound by them. If your Card is an HSBC Premier MasterCard or HSBC Advance Visa Platinum credit card, use of your Card is also subject to the related provisions in our Integrated Account Terms and Conditions. The terms of this Agreement shall prevail if there is any inconsistency between the terms of this Agreement and the Integrated Account Terms and Conditions.**

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

### 1. Your responsibility

- 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.
- You should not transfer your Card or PIN or allow any other person to use your Card or PIN.
- 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;
  - when you receive notice of your assigned PIN, memorise the PIN and destroy the notice;
  - make sure the PIN is protected from view by any other person when you use it;
  - change the PIN regularly;
  - if the PIN is or may have been seen by any other person, change it promptly;
  - DO NOT write down or keep the PIN on or close to your Card. You should disguise any record of the PIN;
  - DO NOT choose obvious numbers for the PIN (such as HKID card number, date of birth, telephone number or other easily accessible personal information);
  - DO NOT use the same PIN 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 Card statement.
- You should report any loss, theft, disclosure or unauthorised use of your Card or PIN in accordance with Clause 5.
  - 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

- 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.
- 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.

- (Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** Your Card Account consists of a Hong Kong dollar sub-account and a Renminbi sub-account. We set the credit limit on your Card in Hong Kong dollar. That credit limit is allocated between the two sub-accounts based on your allocation request in your Card application. The credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your Card application. You may also instruct us to change the credit limit allocated to a sub-account. A new credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your instruction.
- We may reject Card Transactions in excess of the credit limit. However, we also have discretion to allow such Card Transactions without notice to you, unless we have received and processed your request to opt out from our over-the-limit facilities. Even if we accept your opt-out request, certain Card Transactions in excess of the credit limit may still be allowed (each an "Excluded Card Transaction"). Excluded Card Transactions include any Card Transaction which is not immediately processed by us or does not require our authorisation for effecting payment. Examples of Excluded Card Transactions may include the following (or any of them) depending on the type of your Card:
  - 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, MasterCard Worldwide or UnionPay to your Card Account which may result in over-the-limit transactions. You will be liable for the Card Transactions in excess of the credit limit according to the provisions of this Agreement.

### 3. Cash advance and Card Transactions

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

- (Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** If you make a cash advance withdrawal through a UnionPay ATM in Mainland China, the withdrawal limit equals the lower of (1) your available credit limit of the Renminbi sub-account and (2) the limit set by local restrictions. If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (A) your available credit limit of your Hong Kong dollar sub-account and (B) the daily limit on drawing cash advance at ATM.

- 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

- We may offer different benefits for different types of Cards. We may introduce new benefits or vary or withdraw any benefit without prior notice. We have the right to set, exclude or withdraw any account which may be linked or used in connection with any Card benefit.
- Card benefits may include the following (or any of them) depending on the type of your Card:
  - 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;
  - private label cards issued by us in association with designated merchants or organisations;
  - 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.

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

Use of Card at ATMs or for EPS payment

- If you want to operate any of your bank accounts 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.
- 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.
- (Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)**
  - You can use your Card at an ATM to access one Hong Kong dollar bank account ("Linked Account") only.
  - If you withdraw cash at UnionPay ATMs in Hong Kong, you may select to withdraw from the Linked Account as a cash withdrawal or from your Hong Kong dollar sub-account as a cash advance.
  - If you withdraw at UnionPay ATMs (including HSBC ATMs) in Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account.
  - If you withdraw at UnionPay ATMs outside Mainland China and Hong Kong and have sufficient funds in the Linked Account to cover the entire amount of the cash withdrawal, we will treat the withdrawal as cash withdrawal from the Linked Account.
  - If you withdraw at UnionPay ATMs outside Mainland China and Hong Kong an amount greater than the available balance in the Linked Account, we will treat the entire withdrawal amount as a cash advance from your Hong Kong dollar sub-account.

Use of phone banking service

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

- 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:

to the address last notified by you, at any time without prior notice.

### 8. Fees and charges

- 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.
- Depending on the type of your Card, you may enjoy an interest-free period of up to 56 days on purchase transactions charged to your Card.
- Finance charge
  - 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.
  - 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.
- Late charge
  - If you do not pay the Minimum Payment Due in full on or before the Payment Due Date, we may charge, without prior notice, a late charge in addition to the finance charge. The late charge will be debited to your Card Account on the following statement date. If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, the late charge will be debited to your Hong Kong dollar sub-account, Renminbi sub-account or both (as applicable) on the following statement date.
- 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 your

- 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
- 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) depending on the type of your Card:
  - 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;
  - Terms and Conditions for HSBC Internet Banking; and
  - Private Label Card Addendum to Credit Card Cardholder Agreement.
- 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 or PIN

Report promptly

- You should promptly report any loss, theft, disclosure or unauthorised use of your Card or PIN. You should report in person to a branch in Hong Kong or notify our Card Centre by telephone via the following hotlines:
  - 2233 3322 (for HSBC Premier customers);
  - 2748 8333 (for HSBC Advance customers);
  - 2233 3000 (for other customers).

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

- 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, MasterCard Worldwide or UnionPay (as applicable) receive report of loss, theft, disclosure or unauthorised use.
- 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:
    - (applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** HK\$500 for each of your Hong Kong dollar sub-account and Renminbi sub-account;
    - (for other Cards)** HK\$500 per Card.
  - However, please note that the limits referred to in Clause 5(d)(i) above DO NOT APPLY (and you will be liable for the full amount) in the cases below:
    - 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.
- The limits specified in Clause 5(d) above DO NOT APPLY to any cash advance.

Replacement Card

- We have no obligation but may issue a replacement Card to you. If we issue a replacement Card, we will charge a handling fee.

### 6. Card statement

- We will normally provide a Card statement each month with the following and other details relating to a Card (including an additional Card, where applicable):
  - 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").

If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, the Card statement will include separate sections specifying the payment details of each sub-account.

- We have the right to send all Card statements to the primary cardholder, including Card statements relating to an additional Card.
- You should notify promptly our Card Centre of any transaction shown in any Card statement that was not authorised by you. You should notify us within 60 days of the date of the statement and in such manner as we may accept from time to time. If you do not notify us within the specified period, the transactions shown on the statement will be considered as correct, conclusive and binding on you and you will be deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such transactions.

### 7. Payments

- You may pay the Statement Balance by cheque or other means subject to our normal terms and conditions.
- (Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)**
    - You should pay the amount outstanding on each sub-account separately in its own currency. If you have designated a Hong Kong dollar bank account to pay outstanding amounts on the Renminbi sub-account by way of standing instruction or cheque payment, we will convert the Hong Kong dollar amount to Renminbi at the prevailing exchange rate determined by us on the date we process the standing instruction or cheque.
    - You should ensure you have sufficient funds in the Hong Kong dollar bank account referred to in Clause 7(b)(i)(1) above for conversion into Renminbi for payment, taking into account exchange rate fluctuations. Otherwise, you may have to pay finance or late charges (or both) set out in this Agreement.
  - (Applicable if your Card is a US\$ Visa Gold credit card)** You will maintain a US\$ Current, US\$ Savings or CombiNations Savings Account with us ("US\$ Account"). You authorise us to debit your US\$ Account specified in your application form to pay the Minimum Payment Due (or such greater amount as you may have authorised us) for your Card Account on each Payment Due Date. You should ensure that you have sufficient available funds in your US\$ Account on a Payment Due Date. Otherwise, you may have to pay finance or late charges (or both) set out in this Agreement.
  - If you will be away from Hong Kong, you should make arrangement as appropriate to settle the Card Account before your departure.

- 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;
- 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.

If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, we will not convert or transfer any credit balance in one sub-account to settle outstanding balance in the other sub-account.

- Without affecting or limiting the effect of Clause 7(d) above, we have the right to apply funds transferred or credited to your Card Account in any other order as we consider appropriate without prior notice to you.
- (NOT applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)** If your Card is a Hong Kong dollar card and you effect a Card Transaction in a currency other than Hong Kong dollar, we will debit that Card Transaction to your Card Account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate adopted by Visa or MasterCard Worldwide (as applicable) on the date of conversion. We will also debit to your Card Account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by Visa or MasterCard Worldwide to us. The same arrangement applies to a Card Transaction effected by you in a currency other than US dollar if your Card is a US dollar card.
- (Applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card)**
  - If you effect a Card Transaction in Renminbi, we will debit that Card Transaction to your Renminbi sub-account.
  - If you effect a Card Transaction in Hong Kong dollar, we will debit that Card Transaction to your Hong Kong dollar sub-account.
  - If you effect a Card Transaction in a currency other than Hong Kong dollar and Renminbi, we will debit that Card Transaction to your Hong

Kong dollar sub-account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion. We will also debit to your Hong Kong dollar sub-account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by UnionPay to us.

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



Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card, we have the right to charge an overlimit handling fee on your Hong Kong dollar sub-account, Renminbi sub-account or both (as applicable). If we have received and processed your request to opt out from our over-the-limit facilities, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions;

- (ii) cash advance handling fee and cash advance fee: we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance. If your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card and you make a cash advance from your Hong Kong dollar sub-account or your Renminbi sub-account, we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance;
- (iii) returned cheque or rejected autopay handling fee: if the cheque or autopay is not drawn on an account with us and the cheque or autopay is subsequently returned or rejected, we will treat this as your informal request for special handling services and may charge, without prior notice, a handling fee for such services;
- (iv) card replacement fee: if your Card is an HSBC Premier MasterCard credit card, we will not charge a handling fee for each Card replaced before renewal. For other Cards, we will charge a handling fee for each Card replaced before renewal. For any private label card issued, we will charge a handling fee for each private label card replaced before renewal;
- (v) retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you;
- (vi) annual fee: if your Card is an HSBC Premier MasterCard or HSBC Advance Visa Platinum credit card, we will waive the annual fee for your Card and any additional Card. For other Cards, we may charge or waive an annual fee for your Card and any additional Card; and
- (vii) foreign currency transaction fee: we have the right to require you to pay in full or in part the transaction fee charged by Visa, MasterCard Worldwide or UnionPay (as applicable) to us on a Card Transaction:

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

(f) We may vary the fees and charges from time to time. Our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" has details of various fees and charges including the applicable rates or amounts. That

guide is available at our website or upon request at any of our branches in Hong Kong.

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

## 9. Integrated Account

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

- (i) If you do not have the Tier of HSBC Premier but we issued you the Card (and any additional Card) because you are an HSBC Premier customer of another member of the HSBC Group, you agree that:

- (1) we may request or instruct such member of the HSBC Group to collect on our behalf all monies due and payable by you to us under this Agreement (in this Clause 9(a)(i), **"Debts"**);
- (2) we may assign the Debts to such member of the HSBC Group; and you waive all rights you may have in relation to the assigned Debts in our favour to the extent permitted by the Applicable Regulations; and
- (3) Clause 7(g) also applies to any sum payable by you to such member of the HSBC Group.

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

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

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

## 10. Additional Cards

(a) If you are an Additional Cardholder, you will be responsible for the use of the additional Card issued to you and will be bound by the terms and conditions of this Agreement. You will not be liable for the use of any additional Card

issued to another Additional Cardholder or the use of the primary Card.

- (b) If you are the primary cardholder, you will be liable for the use of your primary Card as well as the use of each additional Card. We have full discretion in recovering indebtedness (including all fees and charges) incurred by an Additional Cardholder from the primary cardholder or that Additional Cardholder or both.

## 11. Termination of Card

Termination by you

(a) You may terminate your Card at any time. If you wish to terminate your Card, you have to give us written notice AND return to us your Card and all additional Cards, if any. If your Card is the primary Card, your termination notice will terminate your Card, all additional Cards (if any) and all linked private label cards (if any) at the same time.

(b) An additional Card may be terminated by the primary cardholder or the Additional Cardholder of that additional Card. The primary cardholder or the Additional Cardholder have to give us written notice AND return to us that additional Card.

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

(d) We may terminate or suspend your Card (whether the primary Card or an additional Card) at any time without giving you prior notice or any reason.

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

You remain liable for indebtedness even after termination

(f) Upon the termination of your Card for any reason or upon your bankruptcy or death, the following amounts will become immediately due and payable in full to us:

- (i) the outstanding balance on your Card Account; and
- (ii) the amount of any Card Transactions effected but not yet charged to your Card Account.

(g) You or your estate are required to pay all outstanding amounts to us even after the termination of your Card or your bankruptcy or death. Such outstanding amounts include any regular payments under arrangements which are set up or authorised by you before the termination of your Card or your bankruptcy or death (even if payments are debited to your Card Account afterwards). We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.

(h) You are liable for any Card Transactions effected with your Card until your Card has been returned to us. If you are the primary cardholder, you are liable for any Card Transactions effected with an additional Card until (i) the additional Card has been returned to us or (ii) we are

able to implement the procedures which apply to lost cards if you so request. Such Card Transactions include purchases or transactions through autopay arrangement or Octopus or other means of payment.

Autopay or other standing arrangements

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

## 12. Limitation of our liability

(a) We are not liable to you or any other person for the following (or any of them):

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

## 13. Indemnity

- (a) Except as set out in Clause 13(b) below, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for the following items which we or they may incur or suffer as a result of or in connection with your use of our or our providing equipment, facilities or services to you under this Agreement:
  - (i) all actions, proceedings and claims which may be brought by or against us or them; and
  - (ii) all losses, damages and reasonable amounts of costs and expenses.

This indemnity shall continue after the termination of this Agreement.

(b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 13(a) was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 13(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

(c) If you fail to pay any amount to us when due or if you

(e) Miscellaneous

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

(ii) If all or any part of the provisions of this Clause 16 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 16 in that jurisdiction.

(f) Survival upon termination

This Clause 16 shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, the closure of any of your accounts, or the termination of any of your Cards (including any additional Cards).

## 17. General matters

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

(b) You should notify our Card Centre promptly if you change your employment or contact details (including address, telephone number, email address and fax number). Such notice should be given in such manner as we may accept from time to time.

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

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

Notices to you

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

- (i) at the time of personal delivery or leaving it at the address last notified by you (if delivered personally);
- (ii) 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
- (iii) immediately after emailing it to the email address last notified by you (if sent by email);
- (iv) immediately after sending it to your mobile phone number last notified by you (if sent by mobile message); or
- (v) immediately after placing it in the Personal Internet Banking profile maintained by you with us (if made available there).

Gambling or other illegal transactions

(f) You should not use your Card for payment of any

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

## 14. Set-off

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

## 15. Variation of terms and conditions, charges and fees

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

## 16. Collection and disclosure of your information

(a) Definitions

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

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

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

**Connected Person** means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC

gambling or other transaction which is illegal under any applicable laws. If we suspect, believe or know that any Card Transaction is or relates to a gambling or other transaction which is illegal, we have the right to (i) decline processing or paying that Card Transaction or (ii) reverse, cancel or chargeback that Card Transaction.

Third party rights

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

Governing law, jurisdiction and version

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

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

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

## Definitions

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

**Agreement** means this Credit Card Cardholder Agreement, as may be amended from time to time.

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

**ATM** means an automated teller machine.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Your Information** means all or any of the following items relating to you or that of a Connected Person, where applicable: (i) Personal Data, (ii) information

about you, your accounts, Cards (including additional Cards), transactions, use of our products and services and your relationship with the HSBC Group and (iii) Tax Information.

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

(b) Collection, use and sharing of Your Information

This Clause 16(b) explains how we will use information about you and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to you and other individuals (the **"Notice"**) also contains important information about how we and the HSBC Group will use such information and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 16 and the Notice.

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

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 16 or the Notice.

Collection

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

Use

(ii) We and members of the HSBC Group may use, transfer and disclose Your Information (1) in connection with the purposes set out in this Clause 16, (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against you) (1) to (3) are collectively referred to as the **"Purposes"**).

Sharing

(iii) We may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients set out in the Notice

(who may also use, transfer and disclose such information for the Purposes).

Your obligations

(iv) You agree to inform us promptly and in any event, within 30 days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.

(v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 16 and the Notice (as may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in this Agreement. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

(vii) Where:

- you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or
- you or any Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

(A) be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;

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

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

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and

accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of the Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

(c) Financial Crime Risk Management Activity

(i) Financial Crime Risk Management Activity may include: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf; (B) investigating the source of or intended recipient of funds; (C) combining Your Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status or that of a Connected Person.

(ii) We and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any member of the HSBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by us or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of a Connected Person's or your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s). Cards (including additional Cards) and Services provided by us or members of the HSBC Group.



# HSBC 滙豐

## 信用卡持卡人合約

本合約適用於由本行發出的滙豐卓越理財萬事達卡、滙豐運籌理財白金Visa卡、滙豐Visa Signature卡、Visa白金卡、滙財金卡、美元滙財金卡、萬事達金卡、滙財卡、萬事達卡、銀聯雙幣卡及銀聯雙幣鑽石卡。

**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適用於閣下的信用卡的條款及細則並受其約束。如閣下的信用卡屬滙豐卓越理財萬事達卡或滙豐運籌理財白金Visa卡，閣下使用信用卡亦受綜合理財戶口條款及細則的相關條文約束。如本合約及綜合理財戶口條款及細則的條文有任何不一致，概以本合約的條文為準。**

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) 閣下不應轉讓閣下的信用卡或私人密碼或容許任何其他人士使用閣下的信用卡或私人密碼。
- (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；

- (2) 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

- (p) 本行可不時另外發出或更改有關信用卡優惠的附加條款及細則。視乎閣下信用卡的種類，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；
  - (v) 滙豐網上理財條款及細則；及
  - (vi) 優惠卡持卡人合約附錄。
- (q) 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。
- (r) 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。
- (s) 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) 如閣下的信用卡或私人密碼遺失、被竊、外洩或遭未經授權使用，閣下應從速報告。閣下應親身到香港的分行報告，或致電下列熱線通知本行的信用卡中心：
  - (i) 2233 3322（滙豐卓越理財客戶）；
  - (ii) 2748 8333（滙豐運籌理財客戶）；
  - (iii) 2233 3000（其他客戶）。

如身處海外，閣下應通知Visa、萬事達卡國際組織或銀聯（按情況適用）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

- (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；
  - (vi) 在收到閣下私人密碼的通知時，緊記私人密碼並將通知銷毀；
  - (vii) 當閣下使用私人密碼時，請確保私人密碼沒有被別人察看；
  - (viii) 定期更改私人密碼；
  - (ix) 如私人密碼被或可能被人察看，應從速更改；
  - (x) 切勿寫下私人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。閣下應將私人密碼的記錄加以掩飾；
  - (xi) 切勿選用於猜測的數字作為私人密碼（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；
  - (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，並跟信用卡結單查對。
- (d) 如閣下的信用卡或私人密碼遺失、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。

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、萬事達卡國際組織或銀聯（按情況適用）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) (i) 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：
  - (1) **（如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡才適用）** 就港幣子戶口及人民幣子戶口各為港幣500元；
  - (2) **（其他信用卡適用）** 每一張信用卡港幣500元。
- (ii) 但請注意，上列第5(d)(i)條提述的限額在下列情況下並不適用（即閣下須負責全數金額）：
  - (1) 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
  - (2) 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(d)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. 信用卡結單

- (a) 本行一般會每月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：
  - (i) 信用卡戶口未清還款項的總額（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) 最低付款額須即時繳付的部份及須繳付餘額的日期（簡稱「**到期日**」）。

- (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（包括任何簽賬及還款模式）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) **（如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡才適用）** 閣下的信用卡戶口包括一個港幣子戶口及一個人民幣子戶口。本行以港幣設定閣下信用卡的信用限額。該信用限額將根據閣下在信用卡申請中的分配要求而分配予兩個子戶口。人民幣子戶口的信用限額會根據本行在處理閣下信用卡申請當時釐定的通用匯率計算。閣下亦可指示本行更改分配予每個子戶口的信用限額，人民幣子戶口的新信用限額會根據本行在處理閣下指示當時釐定的通用匯率計算。
- (d) 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。視乎閣下信用卡的種類，例外信用卡交易的例子可包括下列交易（或任何一項）：
  - (i) 八達通自動增值交易；
  - (ii) 流動或非接觸式付款交易；
  - (iii) 獲批核但延遲誌賬的交易；
  - (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；
  - (v) 獲Visa、萬事達卡國際組織或銀聯批核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) 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。
- (b) (i) **（如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡則不適用）** 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：

如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，信用卡結單會有個別部分列明各子戶口的還款詳情。

- (b) 本行有權將所有信用卡結單送交基本卡持卡人（包括附屬信用卡的結單）。
- (c) 如信用卡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。閣下應於結單日期60天內及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，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。

### 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。
- (b) (i) **（如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡才適用）**
  - (1) 閣下須以各子戶口的貨幣繳付子戶口尚未清還的結欠。如閣下已指定用定期指示或支票從一個港幣銀行戶口繳付人民幣子戶口尚未清還的結欠，本行會根據處理定期指示或支票當日本行釐定的通用匯率把港幣轉換成人民幣。
  - (2) 閣下應顧及匯率波動確保上列第7(b)(i)(1)條提述的港幣銀行戶口有足夠資金轉換成人民幣作還款之用。否則，閣下可能需繳付本合約中指定的財務費用或逾期費用（或兩者）。
- (ii) **（如閣下的信用卡屬美元匯財金卡才適用）** 閣下須於本行維持一個美元往來、美元儲蓄或「外幣通」儲蓄戶口（簡稱「**美元戶口**」）。閣下授權本行在每個到期日從閣下申請表格上指定的美元戶口支取最低付款額（或閣下已授權本行支取的其他更高金額）並誌入閣下的信用卡戶口。閣下應確保於到期日在美元戶口有足夠資金。否則，閣下可能需繳付本合約中指定的財務費用或逾期費用（或兩者）。
- (c) 如閣下將身處香港境外，應在離港前為繳付信用卡戶口結欠作出適當的安排。
- (d) 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：

(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。

- (ii) **（如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡才適用）** 如閣下於中國內地的銀聯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)閣下人民幣子戶口的可用信用限額；及(2)當地規限指定的限額。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：(A)閣下港幣子戶口的可用信用限額；及(B)於自動櫃員機提取現金貸款的每日限額。

(c) 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) 本行可就不同種類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。
  - (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) 本行聯同指定商戶或機構發出的優惠卡；
  - (vii) 特快專櫃服務，讓持卡人於「特快專櫃」遞交供本行處理的適用文件及項目；及
  - (viii) 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。
- (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。

- (f) **（如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡才適用）**
  - (i) 閣下於自動櫃員機使用信用卡只可操作一個港幣銀行戶口（簡稱「**連結戶口**」）。
  - (ii) 如閣下於香港的銀聯自動櫃員機提取現金，閣下可選擇從連結戶口提取現金或從閣下港幣子戶口提取現金貸款。
  - (iii) 如閣下於中國內地的銀聯自動櫃員機（包括滙豐銀行自動櫃員機）提取現金，本行會把該提款當作從閣下人民幣子戶口提取現金貸款處理。
  - (iv) 如閣下於中國內地及香港境外的銀聯自動櫃員機提取現金而連結戶口有足夠資金供全數現金提款，本行會把該提款當作從連結戶口提取的現金提款處理。
  - (v) 如閣下於中國內地及香港境外的銀聯自動櫃員機提取現金的金額高於連結戶口的可用結餘，本行會把該提款全數當作從閣下港幣子戶口提取的現金貸款處理。

使用電話理財服務

- (g) 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。
- (h) 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

- 的任何交易費用（全數或部分）記入閣下的港幣子戶口。
- (g) (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稅款或類似的收費，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務或其他扣減或預扣義務（無論是否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。有關未應履行此等義務的所有後果，包括任何機構可能就此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。

- (h) 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。

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。

- (i) 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。本行無需在执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。
- (j) 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。
- (k) 當閣下使用電話理財服務與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。
- (l) 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

- (m) 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。
- (n) 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。
- (o) 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) 本行只為本行按實慣例及符合本行要求所收取、憑查及核實的紙幣、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、硬幣及支票有任何歧差；或

### 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繳付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) 視乎閣下的信用卡種類，閣下就誌入閣下的信用卡的購物交易可享有一般長達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：
    - 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
    - 自該結單日起被誌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。如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，逾期費用會在下一個結單日記入閣下的港幣子戶口、人民幣子戶口或兩者（按情況適用）。
- (e) 費用

閣下須繳付下列費用（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（扣除當時誌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。本行可能同意批核閣下的要求及（在不另行通知的情況下）徵收有關審批該要求的手續費。如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，本行有權就閣下的港幣子戶口、人民幣子戶口或兩者（按



情況適用）徵收超出信用限額手續費。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。如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，而閣下從閣下的港幣子戶口或閣下的人民幣子戶口提取現金貸款，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**：如閣下的信用卡屬滙豐卓越理財萬事達卡，就續卡日前補發信用卡本行不會每次徵收手續費。就其他信用卡而言，就續卡日前補發信用卡本行會每次徵收手續費。就本行發出的任何優惠卡而言，就續卡日前補發優惠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**：如閣下的信用卡屬滙豐卓越理財萬事達卡或滙豐運籌理財白金Visa卡，本行會豁免閣下的信用卡及任何附屬卡的年費。就其他信用卡而言，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**：就下列信用卡交易本行有權要求閣下繳付全數或部分由Visa、萬事達卡國際組織或銀聯（按情況適用）向本行徵收的交易費：
  - (1) 如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，而閣下以非港幣或非人民幣進行信用卡交易；或
  - (2) 就其他信用卡而言，閣下以非信用卡貨幣進行信用卡交易。
- (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。

閣下可隨時終止閣下的信用卡。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、所有附屬信用卡（如有）及相連的優惠卡（如有）。

閣下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。

閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，本行可隨時暫停閣下的港幣子戶口或人民幣子戶口（或兩者），而無需給予閣下事先通知或任何理由。

- (g) 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。

- (a) 閣下須為閣下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。

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。

- (i) 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。

閣下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。

- (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。

## 9. 綜合理財戶口

- (a) **（如閣下的信用卡屬本行或任何其他滙豐集團成員向閣下發出的滙豐卓越理財萬事達卡才適用）**
  - (i) 如閣下未獲取滙豐卓越理財級別但因閣下是另一滙豐集團成員的滙豐卓越理財客戶而獲本行發出信用卡（及任何附屬信用卡），閣下同意：
    - (1) 本行可要求或指示該滙豐集團成員代本行收取閣下根據本合同已到期及應向本行繳付的所有款項（在本第9(a)(i)條，簡稱「**債務**」）；
    - (2) 本行可轉讓債務予該滙豐集團成員；而閣下為惠及本行在適用法規容許下放棄就被轉讓債務可能享有的所有權利；及
    - (3) 第7(g)條亦適用於閣下應向該滙豐集團成員繳付的任何款項。

- (ii) 如閣下擁有滙豐卓越理財級別及獲另一滙豐集團成員發出另一張滙豐卓越理財萬事達卡（及任何附屬信用卡），閣下同意：
  - (1) 本行可代該滙豐集團成員收取閣下有關於滙豐卓越理財萬事達卡（及任何附屬信用卡）的已到期及應向該滙豐集團成員繳付的任何款項（在本第9(a)(ii)條，簡稱「**成員債務**」）；
  - (2) 本行可接受任何成員債務的轉讓及行使與被轉讓成員債務相關的權利（包括載於第14條的抵銷權）；而閣下為惠及本行在適用法規容許下放棄就被轉讓成員債務可能享有的所有權利；及
  - (3) 第7(g)條亦適用於閣下應向該滙豐集團成員繳付的任何款項。

- (b) **（如閣下的信用卡屬本行或任何其他滙豐集團成員向閣下發出的滙豐運籌理財白金Visa卡才適用）**
  - 第9(a)條適用於閣下的信用卡。凡提述「滙豐卓越理財」及「滙豐卓越理財萬事達卡」之處，均分別以「滙豐運籌理財」及「滙豐運籌理財白金Visa卡」代替，而第9(a)條須據此詮釋。

- (c) 閣下向本行歸還信用卡前應先將其剪成兩半。

## 10. 附屬信用卡

閣下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。

閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，本行可隨時暫停閣下的港幣子戶口或人民幣子戶口（或兩者），而無需給予閣下事先通知或任何理由。

- (g) 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。

- (a) 閣下須為閣下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。

- (i) 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。

- (i) 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。

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。

- (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）。

### 11. 終止信用卡

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、所有附屬信用卡（如有）及相連的優惠卡（如有）。

- (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、所有附屬信用卡（如有）及相連的優惠卡（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。

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。

閣下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。

- (e) 如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，本行可隨時暫停閣下的港幣子戶口或人民幣子戶口（或兩者），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

- (f) 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) 已進行但未結入閣下信用卡戶口的任何信用卡交易金額。

- (g) 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。

閣下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。

- (g) 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。

- (c) 閣下向本行歸還信用卡前應先將其剪成兩半。

- (i) 金融罪行風險管理活動包括：(A)審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何閣下或替閣下收取或支付的款項；(B)調查款項的來源或預定收款人；(C)組合閣下資料和滙豐集團持有的其他相關資料；及(D)對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認閣下或關連人士的身分及狀況。

- (ii) 本行及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理閣下的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對閣下或任何第三方就不論任何方式產生並蒙受或招致（不論完全或部分跟進行金融罪行風險管理活動相關）的任何損失，本行及任何滙豐集團成員無需向閣下或第三方負責。

- (d) 稅務合規

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

- (e) 雜項
  - (i) 本第16條的條文與下列各項如有任何衝突或不一致，概以本第16條為準：
    - (A) 閣下與本行之間的任何其他協議；或
    - (B) 規管任何其他服務、產品、業務關係或戶口的條文。
  - (ii) 本第16條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管

- (h) 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

- (i) 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。

### 12. 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。

### 13. 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同使用本行的設備、設施或服務或本行根據本合同向閣下提供設備、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

- (g) 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本合約的任何條文，或享有本合約的任何條文下的利益。

- (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16條繼續有效。

### 17. 一般事項

- (a) 閣下的信用卡屬本行所有。閣下須按本行要求歸還。
- (b) 閣下的就業或聯絡資料（包括地址、電話號碼、電郵地址及傳真號碼）如有所更改，閣下應從速通知本行信用卡中心。該等通知應以本行可不時接納的方式作出。
- (c) 在提供本行服務過程中，本行可能記錄從閣下收到的口頭指示及本行與閣下之間的任何其他口頭通訊。
- (d) 本行有權縮影或掃描閣下信用卡戶口相關的任何文件後銷毀該文件。

致閣下的通知

- (e) 除非本行另有指定，在下列情況閣下即被視為已收到由本行發出的任何通知：

- (i) （如以專人派遞）在專人派遞或置放該通知於閣下最後通知的地址之時；
- (ii) （如以郵寄方式送出）在本行向上述地址郵寄該通知後48小時（如屬香港地址）或七日（如屬香港境外地址）；
- (iii) （如以電郵方式發出）緊隨本行向閣下最後通知的電郵地址電郵該通知後；
- (iv) （如以流動電話訊息方式發出）緊隨本行向閣下最後通知的流動電話號碼發出該通知後；或
- (v) （如在閣下於本行的個人網上理財賬戶提供）緊隨本行把該通知提供至該處後。

賭博或其他非法交易

- (f) 閣下不應使用閣下的信用卡作任何賭博或根據任何適用法律為非法的其他交易。如本行懷疑、相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。

第三者權利

或代名人，或(ii)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同的任何條款或細則，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。

### 14. 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同對本行的欠債。

### 15. 更改條款及細則、費用及收費

本行有權不時更改本合同的條款及細則、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。

## 16. 收集及披露閣下的資料

- (a) 定義

本第16條中使用的詞語有下列涵義。本第16條中使用的詞語如未在以下定義，該詞語的涵義則載於本合同的末端。

**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)

- (g) 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本合約的任何條文，或享有本合約的任何條文下的利益。

## 定義

**附屬卡持卡人**指附屬卡持卡人指獲本行發出附屬信用卡的任何及每名人士。

**本合約**指可不時被修改的本信用卡持卡人合約。

**適用法規**指本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何機關或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具法律效力）。

**機關**指任何監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

**信用卡**指不時由本行發出的滙豐卓越理財萬事達卡、滙豐運籌理財白金Visa卡、滙豐Visa Signature 卡、Visa白金卡、滙財金卡、美元滙財金卡、萬事達金卡、滙財卡、萬事達卡、銀聯雙幣卡及銀聯雙幣鑽石卡。

**信用卡戶口**指就信用卡所開立的戶口，以供記錄信用卡交易及其他項目。如閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，信用卡戶口包括第2(c)條所述的港幣子戶口及人民幣子戶口。

**信用卡交易**指使用閣下的信用卡或私人密碼進行的每項交易（包括現金貸款）。

**現金貸款**指從閣下信用卡戶口的每項現金提取，包括提取進賬至閣下信用卡戶口的任何款項。

**易辦事**指易辦事系統。

**例外信用卡交易**的定義見第2(d)條。

**香港**指中華人民共和國香港特別行政區。

**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。

**綜合理財戶口**指閣下根據綜合理財戶口條款及細則在本行維持的任何戶口。

**連結戶口**的定義見第4(f)條。

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與他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。就本信託單位而言，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。

**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各項（如適用）：(i)個人資料，(ii)關於閣下、閣下

閣下的責任

閣下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。

閣下的信用卡屬銀聯雙幣卡或銀聯雙幣鑽石卡，本行可隨時暫停閣下的港幣子戶口或人民幣子戶口（或兩者），而無需給予閣下事先通知或任何理由。

- (g) 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本合約的任何條文，或享有本合約的任何條文下的利益。

閣下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。

- (h) 本合約受香港法律管轄並按其詮釋。

- (i) 閣下服從香港法院的非專有管轄權。

- (j) 本合約的英文及中文版本如有任何不一致，概以英文版本為準。本合約的任何中文版本僅供參考。

管轄法律、管轄權及版本

- (h) 本合約受香港法律管轄並按其詮釋。
- (i) 閣下服從香港法院的非專有管轄權。
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管轄法律、管轄權及版本

**定義**

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**滙豐**