



Can you
live life with a **passion?**



Welcome
iCAN Cardholder



Can you...?

Can you be passionate? Can you be obsessed?

Can you indulge your desires? Can you do whatever it takes?

Can you?

iCAN.

Anything's possible with your new iCAN Card.

Go party, shop and adventure! Shop offline or online.

Set your own spending limit with your own virtual card account. Get cash rebates for all you spend.

Can all this really be true? Oh yes it can.

And this is just the beginning...



Benefits

EveryVirtual card account

Your linked virtual card account is assigned with a different account number for your online shopping, and lets you change the virtual card account limit anytime you want. Simply logon to HSBC Internet Banking to access your virtual card account information.

Cash rebate programme

Whether you purchase online or offline, using your iCAN Card or virtual card account will earn you RewardCash at the following rates:

| | |
|--|--------------------------------|
| Offline purchase | Every HK\$250 = \$1 RewardCash |
| Cash advance | Every HK\$250 = \$1 RewardCash |
| Online purchase via virtual card account | Every HK\$125 = \$1 RewardCash |

Your RewardCash will be converted into cash and credited to your iCAN Card account automatically at a rate of every \$1 RewardCash = HK\$1 on the date your statement is issued.

Private label cards*

You are eligible to apply for Private Label Cards for free, so you can enjoy additional privileges including year-round discounts and exclusive birthday offers.

Year-round merchant offers

Enjoy the privileged world of an HSBC cardholder and take advantage of our worldwide shopping and dining discounts.

* Term and conditions apply for all offers of private label cards.

Financial services

Online bill payment service[†]

Enjoy the convenience of settling over 100 different types of bill including public utility bills with your HSBC credit card at HSBC Internet Banking and a 56-day interest free repayment period.

Octopus Automatic Add-Value Service

Simply reload your Octopus Card by automatic transfer of HK\$250 or HK\$500 from your credit card, and enjoy RewardCash. Please download application form from www.hsbc.com.hk.

Phonebanking service

You can simply call one hotline to manage your credit card and other HSBC accounts conveniently. Please register for phonebanking service through ATM or HSBC Customer Service Hotline on (852) 2233 3000. For HSBC Premier customer, please call the HSBC Premier Hotline (852) 2233 3322.

[†] Not applicable on cards issued in Macau.

Important information for customers

Credit Card Terms

Fee Schedule

Information on your iCAN Card

ATM Card Terms and Conditions

Terms and Conditions for the Credit Card Cash Instalment Plan applicable to Personal Credit Card Cardholders

Terms and Conditions for Cash Credit Plan applicable to Personal Credit Card Cardholders

Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders

Terms and Conditions for the Credit Card Interest-free Merchant Instalment Plan applicable to Personal Credit Card Cardholders

Terms and Conditions for "All-You-Can-Split" Programme applicable to Personal Credit Card Cardholders

HSBC Mobile Credit Card Addendum to Credit Card Terms

Credit Card Terms

Our Credit Card Terms

These are our terms and conditions. They record the promises we make to each other. It's a legally binding agreement between you and us. We'll call them our Credit Card Terms.

Our Credit Card Terms start when your credit card is approved and used (including activated). When we talk about 'we' or 'us' in this agreement, we mean The Hongkong and Shanghai Banking Corporation Limited. When we talk about 'you' or 'your', we mean the person named on the credit card.

Key

In this agreement, the following symbols mean:

- ✓ Things you need to do
- ✗ Things you can't do
- i Additional information to help you
- ⚠ Be aware
- 🔍 Look closer

Our Agreement

These Credit Card Terms are our agreement with you. You can't transfer it to anyone else.

| | | |
|--------------------------------|---|---------------------------|
| These Credit Card Terms | Records promises we make to each other. | You're reading these now. |
| Key Facts Statement | Includes specific details for your credit card, together with interest rates and credit limit. | Find this on our website. |

| | | |
|--|---|---------------------------|
| Fee Schedule | Shows our fees and interest rates for your credit card. | We'll send this to you. |
| Tariff Guide | Shows all our fees and interest rates. | Find this on our website. |
| RewardCash Programme | Details of how you can earn and use points. | Find this on our website. |
| Our Privacy Notice | Explains how we collect, store, use and share your data. | Find this on our website. |
| Cash Instalment Plan Terms and its extended features' Terms | Records our agreement if a Cash Instalment Plan or its extended features' Terms is provided to you. | Find this on our website. |
| Cash Credit Plan Terms and its extended features' Terms | Records our agreement if a Cash Credit Plan or its extended features' Terms is provided to you. | Find this on our website. |
| Spending Instalment Plan Terms and its extended features' Terms | Records our agreement if a Spending Instalment Plan or its extended features' Terms is provided to you. | Find this on our website. |
| Interest-free Merchant Instalment Plan Terms and its extended features' Terms | Records our agreement with you if an Interest-free Merchant Instalment Plan or its extended features' Terms is provided to you. | Find this on our website. |

Transacting with a credit card

Authorising a transaction

- ✓ **You're responsible for every transaction (including a cash advance). This includes where a card linked to your account is used:**
 - ◆ **For a low value contactless payment; or**
 - ◆ **With your security details.**
- i Security details are personalised information that confirm a cardholder's identity or which are unique to the cardholder (such as your credit card number, the security code on your credit card, password, authentication factors, biometric data or signature).
- i Authentication factors include, but aren't limited to, PINs, soft tokens and in-app/SMS confirmations.
- i PIN means personal identification number or any code or number or your voice print or other biometric credential that is used by us to identify you when you access information, give instructions, make a transaction using your credit card or use any related services. A PIN may be designated by us or you or generated by a security device designated or approved by us or generated by our collecting and analysing your voice or other biometric credential.

All credit card transactions authorised by a signature are your responsibility, even where:

- ◆ **The signature used to make the transaction does not match the signature on the credit card; or**
- ◆ **The credit card has not been signed.**

- ⚠ **It's important to contact us immediately if you are aware of any unauthorised transaction or your card has been stolen.** More details can be found in the latter part of these Credit Card Terms.

Foreign Currency transactions

If your credit card is a Hong Kong dollar card and you make a transaction in a currency other than Hong Kong dollars, we will debit the transaction from your account after converting the transaction into Hong Kong dollars at the exchange rate determined by us by reference to the exchange rate adopted by Visa or Mastercard Worldwide (as applicable) on the date we process the transaction.

Your credit limit

Your credit limit is the total amount we agree to lend you for your personal use, including any cash advances and any plan(s). See your statement for details of your limit.

Mistaken Payment

In case any duplicated refund/payment transaction is made to your credit card account due to processing errors, we may need to reverse the mistaken transaction from your credit card account without telling you first. This applies even after the credit card is cancelled.

Additional Cardholders

You can ask us to provide a card to someone other than you so that they can access the credit we provide to you. It is our choice whether to allow that person to access the credit we give you. If we allow it, we will issue a credit card to that person and they will be an additional cardholder. Additional cardholders share your entire credit limit and are not provided with a set portion of your credit limit or their own separate amount of credit. We will not provide any Statement to an additional cardholder and all transactions made by an additional cardholder will be shown on the statements we provide to you.


As the account holder, you have full control over and responsibility for all credit cards issued under your account.

- ✓ This means:
 - ◆ **You'll have to repay all credit card debt on time;**
 - ◆ **You'll be able to check transactions of all cardholders on your statement;**
 - ◆ **You'll be responsible for the use of the account by an additional cardholder, including any use that makes you break these Credit Card Terms; and**
 - ◆ **We can hold you or the additional cardholder or both liable for the use of that additional card.**


- You can ask us to add or remove additional cardholders at any time. We will process your request as soon as we can.

Tell your additional cardholders to keep their credit card and security details safe and to contact both you and us straight away if their credit card is lost or stolen or if any data or security details are no longer safe. Additional cardholders will not be liable for the use of any additional card issued to another additional cardholder or the use of the primary card.

Use of Card at ATMs or for Electronic Payment System (EPS) payment


 If you want to operate any of your bank accounts with us with your credit 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 credit 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 credit 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.**

A fee is payable when you withdraw cash by making a cash advance from your credit card account from an ATM. The fee will be added to your account and will be reflected in your monthly credit card statement. It will reduce the amount of available credit. **If you do not repay the fee when it is due, we will charge interest on it.**

How payments can be stopped or delayed**How to stop or change a payment**

 You can only stop or change future dated payments. Let us know 3 full clear working days before the payment is due and we will try to follow your instructions.

 **If you have already paid, but have a disagreement with a retailer or service provider, you must either raise it with them directly or ask for our help. We need your request within 60 days from the date of the Statement on which the payment is shown, otherwise we may not be able to help you.**

After you have told us about your disputed transaction, we may consider applying a temporary refund to your account. If we apply a temporary refund to your account:

- ◆ The value of the refund will be the value of the transaction(s) at the time they were made.

- ◆ You will not pay interest or fees on any transaction that has been temporarily refunded until we have made our decision.

After we have applied the temporary refund, we will manage your dispute and:

- ◆ For successfully disputed transactions the temporary refund will become permanent.
- ◆ **Unsuccessfully disputed transactions will be placed on to your account and you will be responsible for all fees and interest from the date the transaction is recorded on your statement.**

If we do not apply a temporary refund to your account, you will continue to be responsible for the payment of that transaction and any fees and interest.

If successfully disputed and your money is refunded by the retailer or service provider, we'll credit the amount to your account as soon as we get it.

We won't get involved with issues that you have with any retailer or service provider. This includes, but isn't limited to:

- ◆ The quality of the goods or services you receive;
- ◆ Anything that they or their agents fail to do;
- ◆ Your card being refused; or
- ◆ Any disputes between you and the retailer or service provider.

We do not have to act on any request by you to set up, change or end autopay or direct debit arrangements if there is any dispute between you and a retailer or service provider.

Your obligation to us will not be relieved or reduced by any claim made by you against any retailer or service provider.

When we can stop or delay a payment

We can stop or delay a payment if:

- ◆ The payment instructions are incorrect or incomplete;
- ◆ The payment exceeds your credit limit;
- ◆ It may cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency;
- ◆ We reasonably suspect fraudulent, illegal or criminal activity; or
- ◆ There are circumstances beyond our reasonable control, such as a power failure.

Payments which may exceed your credit limit

We can increase your credit limit or provide over-the-limit facility with your explicit agreement. Even if you have agreed to the over-the-limit facility, you can opt out afterwards. If you do not agree to the credit limit increase nor the over-the-limit facility, we cannot allow transactions to exceed your credit limit save for the following types of transactions, known as Excluded Card Transactions:

- ♦ Any transactions which are not immediately processed by us;
- ♦ Octopus Automatic Add-Value transactions;
- ♦ Mobile or contactless payment transactions;
- ♦ Approved transactions which are posted later;
- ♦ 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.

If the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your credit card, **we may charge a handling fee for the over-the-limit facility (including the Excluded Card Transactions) to the extent that you've opted in for the over-the-limit facility. If you have not opted in for the over-the-limit facility, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions.**

You're responsible for every transaction exceeding the credit limit.

Your credit card interest and fees

Our Key Facts Statement, Fee Schedule and Tariff Guide show the interest rates and fees for all our different credit cards. Different interest and fees apply to different types of transactions, including for cash advance. You can also find the interest rates that apply to you on your monthly statements. We may vary the interest rates and fees from time to time, please refer to the Key Facts Statements, Fee Schedule and the Tariff Guide for latest information.


How we calculate your finance charges

If you don't pay the full amount due by the due date, we will charge you finance charges without further notice even if you have paid the minimum repayment due in full.

The finance charge will be charged on:

- ♦ The outstanding amount you have not paid, from the statement date immediately preceding the payment due date until we receive the full payment; and
- ♦ The amount of each new transaction posted to your account since that statement date, from the transaction date until we receive full payment.

The finance charge will accrue daily and be calculated at the interest rate per month as specified in our Fee Schedule and Tariff Guide. Different interest rates may apply to outstanding cash advance and outstanding purchase transactions.

 **If you pay at least the minimum payment by the due date, you'll pay off all the currently billed interest on the account.**

If you pay the full amount you owe us immediately on the due date, you won't pay any interest.

What fees you have to pay

In addition to finance charges and overlimit handling fees, if you require any additional services, you may have to pay other fees and charges. These other fees and charges are set out in the Key Facts Statement, Fee Schedule and the Tariff Guide, and they include:

- ♦ **Late charge*:** this fee is payable (in addition to the finance charge) if you do not pay the minimum payment due in full by the payment due date. The late charge will be debited from your account on the following statement date.
- ♦ **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*:** this fee is payable if a cheque or autopay is subsequently returned or rejected by us.
- ♦ **Card replacement fee:** a handling fee will be charged if your credit card needs to be replaced before renewal such as for stolen or lost credit cards. We will not charge this handling fee if your credit card is an HSBC Premier Mastercard credit card.
- ♦ **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 credit card and any additional credit cards. If your credit card is an HSBC Premier Mastercard or HSBC Red Credit Card, we will waive the annual fee for such cards and any relevant additional cards.
- ♦ **Foreign currency transaction fee:** we can require you to pay all or some of the transaction fees charged by Visa, Mastercard Worldwide or UnionPay (as applicable) to us on a transaction in a currency other than the currency of the card.
- ♦ **Reimbursement charge:** we can require you to pay all or some transaction fees charged by Visa, Mastercard Worldwide or UnionPay (as applicable) to us on a transaction in Hong Kong dollar (including a refund) which incurred outside Hong Kong or with any merchants not registered in Hong Kong. The fee is applicable to transactions initiated by you and/or the merchant depending on the merchant's setting.
- ♦ **Any other fees and charges referred to in the Key Facts Statement, Fee Schedule or Tariff Guide.**

Depending on your credit card type, you may enjoy an interest-free period on purchase transactions charged to your card. Please refer to the Key Facts Statement for the interest-free period applicable to your card.

For HSBC Privé, late charge, returned cheque or rejected autopay handling fee and retrieval fee are waived.

Repayments

What you owe is made up of:

- ♦ Transactions you made with your card, including purchase of foreign currencies, gaming chips or lottery tickets, services, cash advances, or funds transfer;
- ♦ Any interest; and
- ♦ Any fees and charges.

The amount you must pay us

We'll give you a statement each month showing the minimum repayment. **We'll refer to this as the minimum payment in the statement for that month and you must pay it on or before the due date shown on the statement.** We may give you a statement even if you don't need to make a repayment and there is no transaction since the last statement.

If you're going away, please make payment beforehand or on time.

The minimum repayment is calculated as the total fees and charges currently billed to the card statement plus 1% of the statement balance (excluding any fees and charges currently billed) as at the statement date (minimum HK\$300), plus overdue or overlimit due - whichever is higher.

If you have an instalment plan, we'll tell you the total amount you must pay in your statement.

- ☑ You can pay more than the minimum repayment and this will reduce the amount of interest you have to pay in the longer term.
- ☒ Please don't pay more than the full amount you owe us as we don't pay credit interest. We may return to you any amount above what you owe us by any means we elect.

If you miss a repayment or don't make the full amount of the minimum repayment, we will:

- ♦ Charge you applicable fees which can be found in our Fee Schedule and Tariff Guide;
- ♦ Add the applicable fees to your balance; and
- ♦ Charge interest on the applicable fees.

We may also:

- ♦ Demand repayment of the total amount you owe us; and
- ♦ Ultimately take legal action to recover the amount you owe – and **you may be responsible for our costs of doing this, including costs of our lawyers and third party debt collection agents.**

It may be more difficult for you to get credit in the future if you fail to repay any amount when it is due.

We'll continue to charge you interest and fees until the full amount you owe us is paid.

You must pay us any outstanding amounts under or in connection with these Credit Card Terms. This includes interest, fees and charges. We can use or transfer the money from any account you hold with us to reduce your outstanding amounts. We can also combine or consolidate any outstanding amounts under these Credit Card Terms with the balance in any other accounts which you hold with us. This includes accounts held with any of our branches, either solely or jointly and in any currency. For holders of HSBC Privé, the accounts include all personal and joint private banking and retail banking accounts which you hold with us. We'll tell you when we do this or shortly after.

- ✓ Tell us if you're encountering any financial difficulties or if you believe your circumstances could soon change.

All amounts paid to us must be made in full without any deduction (for tax or otherwise).

We may deduct from amounts we owe you or otherwise recover from you any amount we must pay to any government, regulators or third parties (tax or otherwise) under law or regulation. This applies even after the credit card is cancelled.

How we apply your repayments

We will apply your repayment in the following order:

- ◆ **Firstly, all fees and charges billed to your account;**
- ◆ **Then, 1% of the statement balance (excluding the billed fees and charges) at a time until you have paid the minimum payment due in full;**
- ◆ **Then, any amount in excess of the minimum payment due will be used 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 account.**

If we consider it appropriate, we may need to apply your repayments in another order without telling you first.

Monthly Statement

- ◆ If there has been no transaction or payment and the closing balance (debit or credit) is less than HKD10 or the equivalent amount in foreign currency since the last statement date, we won't be sending you credit card statement(s) (either paper or electronic).
- ◆ Finance and late charges are not applicable to a debit balance that is less than HKD10 or the equivalent amount in foreign currency.
- ◆ The closing balance will be maintained in your account. When you make a new transaction or payment, the closing balance together with the new transaction or payment will be displayed in your next statement.
- ◆ This applies even after the credit card is cancelled.

What to do if your credit card is lost, stolen or misused or unauthorised disclosure of your authentication factors

Responsibility for you and your additional card cardholder (if applicable):

- ◆ Need to take reasonable steps to keep the card safe and the security details secret to prevent fraud.
- ◆ Should destroy the original printed copy of the security details (if applicable).
- ◆ Aware of the risks associated with the adoption of biometric, soft token or device binding as one of the security details used for initiating relevant transactions (e.g. mobile payments) and need to take relevant protection measures to secure devices and security details.
- ◆ Should not allow anyone else to use your card and security details.
- ◆ Never to write down any security details on the card or on anything usually kept with or near it.
- ◆ Do not write down or record any security details without disguising it.
- ◆ Need to ensure that your contact details registered with us for receiving important notifications from us (e.g. SMS and email notifications for online payments) are up-to-date to allow the relevant notifications to be delivered to you on a timely basis.

What you must do

- ✓ **Check your statements carefully.**

- ✓ **Tell us straight away if:**

- ◆ **Your credit card is lost, stolen or misused;**
- ◆ **You did not authorise the disclosure of your security details;**
- ◆ **You notice any unauthorised transactions; or**
- ◆ **Your data or security details are no longer safe, as you are responsible for everything until that point. After you've promptly informed us or any member of Visa, Mastercard Worldwide or UnionPay (as applicable), you will be responsible for up to HK\$500 of the unauthorised transactions on each card, except where:**
 - **You have allowed someone else to use your card or security details;**
 - **You have acted fraudulently or with gross negligence when using or safeguarding your card or security details. This includes failing to follow any of the security measures recommended by us; or**
 - **The transaction is a cash advance.**

- ✔ If you don't let us know of any unauthorised transactions within 60 days of the date of the statement, we may not be able to take any action. If you do not tell us within the 60 days, then you will not be able to raise any objections or seek any remedies against us for such transactions.

We'll review any unauthorised transactions and let you know if the amount is being refunded. We'll try to complete our investigations as quickly as possible.

- ✘ We don't accept dispute requests for the following transaction types:
- ♦ Octopus Automatic Add Value Service (AAVS) auto-reload transactions; or
 - ♦ Interest-free Merchant Instalment Transactions (except where merchants closed down).

What happens if you don't tell us that your credit card has been lost, stolen or misused

- ⚠ You'll be responsible for any unauthorised transactions that are charged to your account until you tell us that the card has been lost, stolen or misused.

You'll also be responsible for any unauthorised transactions after you tell us if we reasonably believe that you or an additional cardholder didn't take care of your card or security details, acted fraudulently or with gross negligence, or did not follow these terms – if we discover this after we've already refunded you, we may reverse it.

- ✔ Protect your credit card, account and security details.

Suspension, cancellation or closure of your credit card or account

When you can cancel your credit card or account

- ✔ You can cancel a credit card or account at any time, including an additional card. Just let us know. We'll cancel the card as soon as we can, and will issue a credit card statement for you to make payment of the full balance. **The terms of these Credit Card Terms will continue until you repay everything you owe us. All recurring payments you've set up will be cancelled.**

When we can suspend, cancel or close your credit card or account

We can suspend or cancel a credit card or close your account without telling you first if:

- ♦ A credit card has not been activated within 18 months of it being issued;
- ♦ On your death;
- ♦ You haven't repaid what you owe us;
- ♦ We believe there is a significantly increased risk that you will not be able to repay the amount you owe us (this could be due to the way you manage this account or any other accounts you have with us, information we receive regarding your creditworthiness or us finding that you are bankrupt or have made an arrangement with your creditors).
- ♦ We have requested information about you and your transactions, but you haven't given it to us within a reasonable time;
- ♦ You gave us incorrect or misleading information;
- ♦ We have concerns about your account's security (such as a suspected misuse of your security details);
- ♦ We reasonably suspect there could be gambling, fraudulent, illegal, unauthorised or criminal activities;
- ♦ We reasonably believe that if we don't it could put us or another HSBC group member in a position where we may not be following a law, regulation, code, court order or agreement; or
- ♦ We believe that it's important as part of our fight against financial crime.

We may not be able to tell you the reason for doing so.


The account must not be used to make any payment for gambling or any illegal activity. If we believe, suspect or know that it has we may either stop the payment, reverse the payment or take any other action we believe is necessary.

What happens if your credit card or account is suspended, cancelled or closed

If your credit card or account is suspended, cancelled or closed:

- ♦ All benefits associated with your credit card and additional credit card will end and you won't be able to redeem any reward points;
- ♦ We may disclose information about you and your account to credit reference agencies;
- ♦ You'll need to update your payment details for any recurrent or future-dated payments you have set up using your credit card or they won't be paid;

- ♦ **We can continue to charge you finance charges on any outstanding payments until we receive payment in full;** and
- ♦ **You must pay us everything that you owe us, including any amount under transactions effected but not yet charged to your account.** Our agreement with you under these Credit Card Terms will continue until you do. We may take you to court to recover the money if you don't.

 We're not responsible for any losses that closing the account may cause, if we act reasonably.

Changing these terms, interest rates and fees or credit limit

When we can change these terms, interest rates and fees

We live in a rapidly changing world. Sometimes we need to update our Credit Card Terms, the interest rates or fees.

We will usually give you reasonable notice of any changes which may adversely affect you in these Credit Card Terms, interest rates or fees. We may make changes sooner in some circumstances where there is a benefit to you or where there is no detriment to you. Our changes will be in writing, may be included in your monthly statement and will be sent to you at your postal or electronic address.

We can change your credit limit

We set the credit limit based on your credit risk and review it from time to time. We can reduce the credit limit at any time without telling you first. **We can increase the credit limit upon your consent.** You can tell us if you don't want us to increase the credit limit. You can also ask us to review and change your credit limit at any time. We will tell you our decision after we have reviewed your credit limit.

Credit Card rewards


Sometimes we offer different services or benefits to you for using different types of credit cards. You may need to apply for some of these services or benefits. These services and benefits can include rewards and privileges (including RewardCash Programme). We can add to, reduce or change these services or benefits or the

terms and conditions relating to your use of the services or benefits from time to time without telling you first. But, we will give you reasonable notice before any change that adversely affects you.

Sometimes these Credit Card Terms and the terms and conditions relating to your use of the services or benefits might say different things. If this happens, for the purposes of the services or benefits, we'll go with whatever those terms and conditions say.

Also, your additional cardholder may use or enjoy certain services and benefits even if you do not use them. **You are responsible for the additional cardholder's use of these services or benefits and compliance with the terms and conditions relating to the use of the services or benefits.**

Events beyond our control

 We'll do all we reasonably can to carry out our promises to you but there may be times where we can't, for example if legal or regulatory reasons prevent us or something has happened which we can't predict or isn't normal and we couldn't have avoided it even if we used all efforts to. In these situations, we won't be responsible for any losses you may have.

Other services

Phone banking

We will tell you about the scope, features and the terms of your use of our phone banking services from time to time.

You authorise us to act on any instructions given by telephone using your phone banking authentication factors. **We do not need to confirm that the person using your phone banking authentication factors is you. You are responsible for all instructions given by telephone using your phone banking authentication factors even if you have not authorised these transactions.**

If there are insufficient funds or available credit facilities, we have no obligation but may follow instructions given by telephone. We are also not responsible for not following your instructions due to insufficient funds or available credit facilities.

Any exchange rate or interest rate we tell you in response to your telephone instructions is for reference only, unless the rate is confirmed by us for a transaction.

You are responsible for any rate confirmed by us and accepted by you for a transaction through the phone banking service.

We may not be able to process your telephone instructions immediately. This may be due to system constraint, equipment malfunction or failure, or other reasons (whether or not beyond our control). **We are not responsible for any delay or failure in effecting your telephone instructions.**

Drop & Go Counter Service

We will tell you about the scope, features and the terms of your use of our Drop & Go Counter Service from time to time.

You should make sure that all documents and items submitted under the Drop & Go Counter Service are fully completed and signed. We may not process any document or item if it is not complete or signed.

If the Drop & Go Counter Service you are using allows for deposit of banknotes, coins and cheques, then we are responsible for these only after we have received, counted and confirmed these items in accordance with our practice. If there is any discrepancy between the details on the pay-in slip and the banknotes, coins and cheques accompanying the pay-in slip or we reject any of these items, then our decision is final and binding on you.

Collection and disclosure of your information

This section explains how we will use information about you and your connected persons, such as a guarantor, a director or officer of a company, partners or members of a partnership, anyone entitled to more than 10% of the profits or interest, 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.

Our Privacy Notice also contains important information about how we and the HSBC Group will use such information. Examples of such information includes personal data, information about you, your accounts, credit cards (including additional credit cards), transactions, use of our products and services and your relationship with the HSBC Group and tax information.

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; or
- ◆ It is disclosed as set out in this section or Our Privacy Notice.

We and other members of the HSBC Group may collect, use and share your information. Your information 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.

We and members of the HSBC Group may use, transfer and disclose your information for the purposes set out in this section or in Our Privacy Notice.

You will let us know within 30 days if there are any changes to your information.

Where you provide information (such as personal data or tax information) to us or a member of the HSBC Group about your connected persons, you will inform them of the processing, disclosure and transfer of their information as set out in this section and the Privacy Notice and that they have rights to access and correct their personal information. You have also received their agreement to provide information to us.

We may not be able to provide or continue to provide our services to you if you or any of your connected persons withholds or withdraws any consents that we need to process, transfer or disclose your information (other than for purposes connected with marketing or promotion products and services to you).

Financial Crime Risk Management Activity

Financial Crime Risk Management Activity can include:

- ◆ Screening, intercepting and investigating any instruction, communication, drawdown request, application for our services, or any payment sent to or by you, or on your behalf;
- ◆ Investigating the source of or intended recipient of funds;
- ◆ Combining your information and the information of your connected persons with other related information in the possession of the HSBC Group; and

- ◆ 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 your connected persons.

We need to undertake financial crime risk management activities to detect, investigate and prevent financial crime to fulfil our obligations under any laws, international guidance and internal policies or procedures, any demand from government authorities or reporting, disclosure or other obligations.

We and our financial crime risk management activity may lead to delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or your use of our services. If this happens, we will not be responsible for any loss.

Tax compliance

You are solely responsible for complying with your tax obligations (including tax payments and filing of returns) **in all jurisdictions for the use of your account, your credit card or for services provided by us or an HSBC Group member.** These tax obligations also apply to each of your connected persons.

Disputes

In case you find any discrepancy or inconsistency between the English version and the Chinese version of these Credit Card Terms, we'll go with whatever the English version says.

- ☑ Please talk to us if you're unhappy about something.

We hope we're always able to resolve any issues between us. If we can't and we end up going to court, the laws of Hong Kong will apply to the interpretation of the terms between us.

Any disputes that go to court will go to the courts of Hong Kong. However, if you or your assets are located in another country or region, the courts of that country or region may hear the dispute.

Special Terms relating to HSBC Premier Mastercard, Dual Currency credit cards, US Dollar credit card and HSBC EveryMile Credit Card

Special Terms relating to HSBC Premier Mastercard

The following terms apply to the HSBC Premier Mastercard and prevail over any similar term contained within these Credit Card Terms:

- ◆ If your credit card is an HSBC Premier Mastercard credit card, our agreement with you is also subject to our Integrated Account Terms and Conditions. Sometimes, these documents may say different things. If this happens, for the purposes of this credit card, we'll go with whatever these Credit Card Terms says.
- ◆ If you do not have HSBC Premier tier status but we issued you an HSBC Premier Mastercard credit card because you are an HSBC Premier customer of another member of the HSBC Group, we can ask another member of the HSBC Group to collect any amount you owe us. **We can also assign any amount you owe us to another member of the HSBC Group and you must pay them that amount in full without any deduction (for tax or otherwise).**
- ◆ If you have HSBC Premier tier status and have been issued with another HSBC Premier Mastercard credit card offered by another member of the HSBC Group, we can collect any amount you owe them on behalf of that member of the HSBC Group. That member of the HSBC Group can also assign any amount you owe them to us and we can exercise our rights (including our right of set-off) in relation to the assigned amount. **All payments to us must be made in full without any deduction (for tax or otherwise).**

Special Terms relating to Dual Currency credit cards

The following terms apply to dual currency cards and prevail over any similar term contained within these Credit Card Terms:

HSBC Pulse UnionPay Dual Currency Diamond or UnionPay Dual Currency credit cards

- ◆ We will provide two sub-accounts: one for Hong Kong Dollar and another for Renminbi. The credit limit we provide you is allocated between the two sub-accounts. You can ask us to change the allocation of those limits at any time, but we may not be able to do so straight away. The credit limit allocated to the card

(for both the Hong Kong Dollar and Renminbi sub-accounts) is always calculated at the prevailing exchange rate as determined by us at the time we set the sub-account credit limits.

- ◆ **We can charge an overlimit handling fee to each sub-account if you exceed the credit limit allocated to that sub-account.**
- ◆ We will debit any transaction, including cash advance, in Renminbi to your Renminbi sub-account. All other transactions including cash advances (whether in Hong Kong Dollar or any other currency) will be debited to your Hong Kong dollar sub-account, following the prevailing exchange rate of the day of transaction as determined by us on the date we process the transaction.
- ◆ Cash advances have a withdrawal limit. If using a UnionPay ATM in Mainland China this limit is the lower of (a) your available credit limit allocated to your Renminbi sub-account and (b) the limit set by local restrictions. In all other places, it is the lower of (a) your available credit limit allocated to your Hong Kong dollar sub-account and (b) the daily ATM limit.
- ◆ If you withdraw cash from a UnionPay ATM and you have already linked one of your bank accounts with us to your credit card ("Linked Account"):
 - In Hong Kong, you can select to withdraw from the Linked Account as a cash withdrawal or your Hong Kong dollar sub-account as a cash advance;
 - In Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account; or
 - If you are outside Mainland China and Hong Kong and have sufficient funds in your 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 do not have enough available balance in your Linked Account, then we will treat the entire withdrawal amount as a cash advance from your Hong Kong dollar sub-account.
- ◆ **If 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;**
- ◆ **Except for any cash advance, you will be responsible for unauthorised transactions up to a maximum of HK\$500 for each of your sub-accounts (both Hong Kong Dollar and Renminbi), except where:**
 - **You have allowed any other person to use your card or security details;**
 - **If you have acted fraudulently or with gross negligence in using or safeguarding your card or security details. Your failure to follow any of the security measures recommended by us from time to time may be treated as your gross negligence; or**

- **The transaction is a cash advance in which case you will be responsible for the full advance.**

You should let us know as soon as possible if any transaction has been made without your authorisation as you are responsible for all transactions up to that point.

- ◆ **You should pay the amount you owe us on each sub-account separately in its own currency.** If you use a Hong Kong dollar bank account to pay the amount you owe in Renminbi, we will use the prevailing exchange rate determined by us on the day the payment is made to convert it from Hong Kong dollars to Renminbi. **If you do not have sufficient funds to allow the conversion, then no payment will be taken and you may have to pay finance or late charges (or both).**
- ◆ When we apply your repayment for these credit cards, we will not convert or transfer any repayment made to one sub-account to settle the outstanding balance in the other sub-account.

We can charge any fees and charges payable by you to any one or more of your sub-accounts.

Special Terms relating to US Dollar credit card

US\$ Visa Gold credit card

- ◆ You will maintain a US\$ Current, US\$ Savings or CombiNations Savings Account with us.
- ◆ You authorise us to debit the US\$ Account specified in your application form to pay the Minimum Payment Due (or such greater amount as you may have authorised us) to your Card Account on each Payment Due Date.
- ◆ **If you do not have sufficient funds to allow the conversion, then no payment will be taken and you may have to pay finance or late charges (or both).**

Special Terms relating to HSBC EveryMile Credit Card

- ◆ You may enjoy complimentary access to selected airport lounges and/or dining outlets during the promotion period and subject to the conditions specified by us from time to time. Such conditions may include the requirement to meet a minimum eligible spending with your HSBC EveryMile Credit Card.
- ◆ **If you do not meet the specified conditions for the complimentary access, we may charge you a service fee by debiting it from your HSBC EveryMile Credit Card account without further notice.**

Contact

When we contact you

- ✓ We'll assume that you have received communications from us:
- ◆ Immediately if we hand deliver or leave at your address we have in our records;
 - ◆ Immediately after we make it available on internet banking or send by email or sms;
 - ◆ If address is in Hong Kong, 48 hours after posting, if sent by post; or
 - ◆ If address is outside Hong Kong, 7 days after posting, if sent by post.

How you can contact us by phone

- ◆ HSBC Global Private Banking Customers (852) 2233 3033
- ◆ HSBC Premier Elite Customers (852) 2233 3033
- ◆ HSBC Premier Customers (852) 2233 3322
- ◆ Other Personal Banking Customers (852) 2233 3000

In person

Visit any of our branches

Effective from 09 November 2024

Can U...?

Benefits

Financial services

Important information
for customersUseful contact
numbers

Fee Schedule

| Item | Charge | | | | | | | | | | | | |
|--|--|--|---------------------------------|----------------------|--------------------------|----------------------------|---------------|----------------------------|------------------|-----------|---|--|-----------------------------|
| | HSBC Privé | HSBC Premier Mastercard® Credit Card | HSBC Advance Visa Platinum Card | HSBC Red Credit Card | HSBC Visa Signature Card | HSBC EveryMile Credit Card | Platinum Card | Visa Gold, Gold Mastercard | Visa, Mastercard | iCAN Card | US dollar Visa Gold | HSBC Pulse UnionPay Dual Currency Diamond Card | UnionPay Dual Currency Card |
| Annual fee | | | | | | | | | | | | | |
| Primary card | HK\$28,800 | waived permanently | waived permanently | waived permanently | HK\$2,000 | HK\$2,000 | HK\$1,800 | HK\$600 | HK\$300 | HK\$300 | US\$80 | HK\$1,800 | HK\$300 |
| Additional card (separate billing) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | HK\$600 | HK\$300 | N/A | US\$80 | N/A | N/A |
| Additional card (combined billing) | Waived permanently | waived permanently | waived permanently | waived permanently | HK\$1,000 | N/A | HK\$900 | HK\$300 | HK\$150 | N/A | US\$40 | HK\$900 | HK\$150 |
| Card replacement fee | | | | | | | | | | | | | |
| Card replacement before renewal | HK\$1,000 | waived | HK\$100 | HK\$100 | HK\$100 | HK\$100 | HK\$100 | HK\$100 | HK\$100 | HK\$100 | US\$13 | HK\$100 | HK\$100 |
| Virtual card account | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | HK\$100 | N/A | N/A | N/A |
| Cash advance fee ⁷ | | | | | | | | | | | | | |
| From ATM (per transaction) | Handling fee of 1% on the cash advance amount (minimum HK\$100) ¹ | | | | | | | | | | Handling fee of 1% on the cash advance amount (minimum US\$7) ¹ | Handling fee of 1% on the cash advance amount (minimum HK\$100 for HKD sub-account/minimum RMB100 for RMB sub-account) ¹ | |
| Over-the-counter advances (per transaction) | Handling fee of 1% on the cash advance amount (minimum HK\$120) ¹ | | | | | | | | | | Handling fee of 1% on the cash advance amount (minimum US\$10) ¹ | N/A | |
| Bill payment handling fee Per transaction (applicable for payments to finance companies) | Handling fee of 1% on the payment amount (minimum HK\$120) | | | | | | | | | | N/A | For HKD sub-account Handling fee of 1% on the payment amount (minimum HK\$120) For RMB sub-account N/A | |
| Minimum payment due | Total fees and charges currently billed to the card statement plus 1% of the statement balance (excluding any fees and charges currently billed) as at the statement date (minimum HK\$300), plus overdue or overlimit due whichever is higher | | | | | | | | | | Equivalent to the full amount of the statement balance | Total fees and charges currently billed to each sub-account statement plus 1% of the statement balance (excluding any fees and charges currently billed) of each sub-account as at the statement date (minimum HK\$300 for HKD sub-account/ RMB300 for RMB sub-account), plus the overdue or overlimit due of each sub-account whichever is higher | |
| Duplicate statement Each statement | Waived | HK\$30 ⁸ | | | | | | | | | US\$4 ⁸ | HK\$30 ⁸ | |
| Finance charge | | | | | | | | | | | | | |
| If you pay the statement balance in full on or before the payment due date, you will enjoy free interest on the statement balance. If you fail to do so, we may charge, without prior notice, a finance charge which is the interest on (a) the unpaid statement balance from the statement date immediately preceding the said statement due date until payment in full and (b) the amount of each new transaction posted since such statement date until payment in full. The finance charge will accrue daily and be calculated at the interest rate of 2.65% per month (equivalent to the APRs listed below) | | | | | | | | | | | | | |
| Annualised Percentage Rate (APR) ² | | | | | | | | | | | | | |
| On purchase | 35.42% | | | | | | | | | | | | |
| On cash advance (inclusive of the handling and cash advance fees) | 35.94% | | | | | | | | | | | | |
| On Cash Credit Plan | 34.17% | | | | | | | | | | | | |
| Late charge ³ | Waived | The amount of minimum payment due or HK\$300, whichever is the lower | | | | | | | | | N/A | For HKD sub-account The amount of minimum payment due or HK\$300, whichever is the lower For RMB sub-account The amount of minimum payment due or RMB300, whichever is the lower | |
| Early Repayment Fee of Cash Instalment Plan | Waived | 2% of outstanding principal | | | | | | | | | N/A | For HKD sub-account 2% of outstanding principal For RMB sub-account N/A | |

Can U...?

Benefits

Financial services

Important information for customers

Useful contact numbers

| Item | Charge | | | | | | | | | | | | |
|---|--|---|---------------------------------|----------------------|--------------------------|----------------------------|---------------|----------------------------|------------------|-----------|--|--|--|
| | HSBC Privé | HSBC Premier Mastercard® Credit Card | HSBC Advance Visa Platinum Card | HSBC Red Credit Card | HSBC Visa Signature Card | HSBC EveryMile Credit Card | Platinum Card | Visa Gold, Gold Mastercard | Visa, Mastercard | iCAN Card | US dollar Visa Gold | HSBC Pulse UnionPay Dual Currency Diamond Card | UnionPay Dual Currency Card |
| Early Repayment Fee of Spending Instalment Plan | Waived | Total amount of outstanding monthly handling fee for the remaining Instalment Period plus any interest (if applicable) and an administration fee of HKD300. | | | | | | | | | N/A | For HKD sub-account Total amount of outstanding monthly handling fee for the remaining Instalment Period plus any interest (if applicable) and an administration fee of HKD300. For RMB sub-account N/A | |
| Overlimit handling fee ⁴ (applicable if the current balance excluding all the fees and charges currently billed to the card statement exceeds the credit limit for the time being assigned to the card account) | Waived | HK\$90 | HK\$180 | HK\$180 | HK\$180 | HK\$180 | HK\$180 | HK\$180 | HK\$180 | HK\$180 | US\$24 | HK\$180 for HKD sub-account/ RMB180 for RMB sub-account | |
| Over-the-counter payment handling fee Per transaction | Waived | HK\$20 | | | | | | | | | | | |
| Foreign cheque clearing fee | Waived | HK\$100 | | | | | | | | | US\$13 | HK\$100 for HKD sub-account/ RMB100 for RMB sub-account | |
| Returned cheque/ Rejected autoPay ⁵ (if drawn on banks other than HSBC) | Waived | HK\$100 | | | | | | | | | US\$13 | HK\$100 for HKD sub-account/ RMB100 for RMB sub-account | |
| Sales slip retrieval Each photocopy | Waived | HK\$30 | | | | | | | | | US\$4 | HK\$30 for HKD sub-account/ RMB30 for RMB sub-account | |
| Card reference letter | Waived | HK\$150 | | | | | | | | | US\$20 | HK\$150 | |
| Paper statement ⁶ To receive paper statements | Waived | HK\$60 per customer p.a. | | | | | | | | | | | |
| Fees Relating to Foreign Currency Transaction | 1.95% of every card transaction* which is effected in currencies other than Hong Kong dollars (for HK dollar personal credit cards)/US dollars (for USD Visa Gold Card) *The fee relating to foreign currency transactions applicable for HK dollar personal credit cards and USD Visa Gold Card is inclusive of the transaction fee of 1% charged by Visa/Mastercard to the Bank.If you want to use Hong Kong Dollars to settle foreign currency transaction(s) overseas, please ask the merchant to provide the exchange rate and handling fee for reference before the transaction(s) as this arrangement may involve a cost higher than that required to settle the transaction(s) in the foreign currency. | | | | | | | | | | 1% of every card transaction which is effected in currencies other than Renminbi, HK dollar and Macau Pataca | | 1% of every card transaction which is effected in currencies other than Renminbi and HK dollar |
| Fee relating to Settling Foreign Currency Transaction in the currency of the credit card | 1% of every card transaction effected in Hong Kong dollars incurred outside Hong Kong or with any merchants not registered in Hong Kong. | | | | | | | | | | Waived | | |

1. This charge also applies to non-HSBC customers.

2. The APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied to your card account may be different. US dollar Visa Gold Card requires payment of the statement balance in full and the APR (calculated by assuming only 1% of the current balance plus the total fees and charges currently billed to the card statement are settled each month) is for reference only.

3. If you fail to make the minimum payment in full before the due date, we may charge, without prior notice, a late charge in addition to finance charge.

4. If your statement balance (excluding all fees and charges currently billed to your card account) exceeds the existing 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.

5. If you present a cheque drawn on, or make an autoPay payment from, banks other than HSBC for the purpose of credit card repayment, and the cheque or payment 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 service.

6. Effective 1 January 2023, this standard charge applies to Personal Banking HK Dollar Current, SuperEase, HSBC personal banking account with Global Private Banking status, HSBC Premier Elite, HSBC Premier, HSBC One, Personal Integrated Account, University Student Account, Cash Card, Renminbi Savings, HK Dollar Statement Savings, CombiNations Statement Savings, Foreign Currency Current or any Credit Card account if account holders receive any paper statement in a full calendar year. The following group of customers will be exempt from the annual fee: aged below 18 or 65 and above, recipients of Government's Comprehensive Social Security Allowance, recipients of Government's Disability Allowance and the physically disabled or visually impaired.

7. Accrual of interest on a cash advance transaction will continue after the statement cut-off date and the accrued interest will only be charged and shown in the next statement. If you wish to fully settle the interest, you may contact us to ascertain the amount of accrued interest payable following the current statement cut-off date.

8. We will accumulate your eStatements for credit card accounts up to 84 months. If an eStatement within the past 84 months is not displayed on Online or Mobile Banking, you can request a paper statement and the fee will be waived.

Note: Information relating to "HSBC Global Private Banking" is applicable to HSBC Personal Banking account holders with HSBC Global Private Banking status.

Note: The other above-mentioned charges are also applicable to standalone Private Label Card. Card Replacement Fee for Standalone Private Label Card is HKD30.

Information on your iCAN Card

The following information on the use of a credit card from HSBC is for your reference. For a comprehensive set of legally binding terms and conditions, please refer to the Credit Card Terms.

1. For your own protection, please take good care of your credit card from HSBC (the Bank) and note the security of your personal identification number (PIN):
 - (a) Sign your card as soon as you receive it.
 - (b) Keep a note of your card number in a safe place, separate from the card.
 - (c) Keep your card in a secure place and treat it as if it were cash.
 - (d) Remember to take your card from the Automated Teller Machine (ATM) after use.
 - (e) Always complete the 'total' box on the sales slip, with a currency sign before the numbers, and don't leave space for extra figures.
 - (f) Watch and ensure that only one sales slip is imprinted for each transaction.
 - (g) Make sure your card is returned to you promptly after use.
 - (h) Keep the customer copy of your sales slips and check them against your monthly statements.
2. Each credit card is assigned a credit limit that applies to both purchase and cash advance transactions. For your own credit limit, please refer to your card statement. The Bank may at its discretion allow for any card transactions exceeding the credit limit, and reduce the credit limit according to the result of its credit risk assessment of you or the card account, without prior notice to you. You may choose to opt out of the over-the-limit facility for your Card Account. After the opt-out has taken effect, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payments and transactions approved yet late posted) without prior notice to the Cardholder.
3. If you draw a cash advance at the counter of the Bank, the withdrawal limit will be equal to your available credit limit. If you draw a cash advance through Automated Teller Machines (ATMs), there will be a daily limit of HK\$40,000 or your available credit limit whichever is lower.
4. All funds credited to the Card Account will be applied to reduce its outstanding balance. Any credit balance resulting from this will be added to the available credit limit.
5. If you maintain other account(s) with the Bank and you have linked them to your credit card, you may use your credit card to withdraw cash/transfer fund from the account(s) through ATMs or to pay funds from the account(s) through the Easy Pay System (EPS). There is a daily cash withdrawal limit of HK\$80,000 for ATMs (or the local currency equivalent if drawn from an ATM overseas) and a daily transfer limit of HK\$400,000 for transfers to any accounts not linked to the credit card. There is no limit imposed on transfers among your accounts linked to the credit card. For payment through EPS, the daily maximum limit is HK\$50,000.
6. You may register for HSBC's internet banking services using your credit card and your credit card PIN to perform banking transactions online. The use of such facility will be subject to the Bank's Terms and Conditions for HSBC Internet Banking.
7. The Bank accepts no responsibility for the non-acceptance of the card by any merchant, or for the quality of goods and services provided by any merchant, or for any regular payment arrangement with any merchant. If you have any concerns regarding a merchant, you may call HSBC Customer Service Hotline on (852) 2233 3000. However, a cardholder is required to settle the related transaction(s) even if he/she is claiming against the merchant.
8. Upon receipt of your credit card statement, please check the entries against your credit card sales slips. If you have any queries on the statement entries, you should refer to the Bank by calling HSBC Customer Service Hotline within 60 days of the statement date.
9. On all purchase transactions charged to your card, you can enjoy an interest-free period of up to 56 days.
10. If you are holding a Hong Kong dollar credit card issued by the Bank, transactions effected in currencies other than Hong Kong dollars will be debited to the Card Account after conversion into Hong Kong dollars at a rate of exchange determined by reference to the exchange rate adopted by Visa on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by Visa to the Bank, if applicable, which fees may be shared with the Bank.
11. The following fees and charges apply as appropriate:
 - (a) **Finance charge:** No finance charge will be payable if the payment of the whole of the statement balance is received by the Bank on or before the payment due date. If the cardholder fails to pay the Bank the whole of the statement balance by the payment due date, a finance charge will be applied (a) to the unpaid statement balance from the statement date immediately preceding the said payment due date until payment in full and (b) to the amount of each new transaction being posted since the statement date immediately preceding the said payment due date, from the transaction date until payment in full. The finance charge will accrue daily and

be calculated at the interest rate of **2.65%** per month (equivalent to an annualized percentage rate (APR) of up to **35.42%** on purchase and **35.94%** on cash advance, inclusive of the handling fee and cash advance fee)*.

- (b) **Late charge:** If the minimum payment due is not received by the Bank on or before the payment due date, a late charge equivalent to the **amount of minimum payment** due or **HK\$300**, whichever is the lower, will be levied on the card account.
- (c) **Overlimit handling fee:** If the statement balance (excluding all the fees and charges currently billed to the card statement) exceeds the credit limit for the time being assigned to the card account, an overlimit handling fee of **HK\$180** will be debited to the card account on the statement date.
- (d) **Cash advance fee:** Cash advances include all cash withdrawals made from the Card Account including withdrawals from funds credited to the Card Account. It will be subject to a handling fee of **1% on the cash advance amount** (a minimum of **HK\$120** for an over-the-counter cash advance and a minimum of **HK\$100** for an advance made from an ATM or through any other channels). The charges are flat and shall be debited to the card account as at the date of the advance.
- (e) **Bill payment handling fee:** When making online bill payments to finance companies using credit cards, a bill payment handling fee will be applicable, charging **1% of the payment** amount per transaction with a minimum fee of **HKD120**.
- (f) **Card replacement fee:** A fee of **HK\$100** will be charged for each card replaced before renewal.
- (g) **Returned cheque/rejected autoPay:** A handling fee of **HK\$100** will be charged to the card account for each returned cheque or rejected autoPay if it is drawn on a bank other than HSBC.
- (h) **Annual fee:** The annual fee for primary card is **HK\$300**.
This fee is subject to change at the Bank's discretion.

If you require any additional services (such as extra copies of account statements, clearing of foreign cheques paid into the account, etc.), other fees and charges may apply. For details, please refer to "Bank Tariff guide for HSBC Wealth and Personal Banking Customers" available at any HSBC branch in Hong Kong.

12. Termination of your card will not automatically lead to termination of any merchant auto payment arrangement, such as autoPay, instalment plan, etc., that are set up or authorised prior to the termination of the card. If you wish to modify/terminate any merchant auto payment arrangement, please directly contact the related merchant(s) who will be responsible for making the necessary arrangements.

13. Whether you are a primary cardholder or an additional cardholder, if you maintain an outstanding balance on your card account (or, if you are the primary cardholder, any additional card account also), the Bank may, without notice, combine or consolidate the outstanding balance with any other account(s) (including credit card and deposit accounts) that you maintain with the Bank and set-off or transfer the money to settle the outstanding balance of your card account (or, for a primary cardholder, any additional card account).
14. Upon termination of a card account or a cardholder's bankruptcy or death, the cardholder or his/her estate has to pay in full to the Bank the whole of the outstanding balance of his/her card account together with the amount of any transactions effected but not yet charged to the account. The Bank may employ third parties to collect any outstandings and request reimbursement of all cost or charges reasonably incurred from the cardholder or his/her estate.
15. As a primary cardholder, you are liable for the use of the primary as well as any additional card. The Bank may recover any outstandings and charges incurred by the additional card from either the primary or the additional cardholder or both. However, an additional cardholder is liable for the use of his/her own additional card only and is not liable for the associated primary card or any other additional cards linked to that primary card account.
16. Your card may not be used for payment of any gambling or other transaction which is illegal under any applicable laws. We have a chargeback right in respect of such transactions effected.

* This APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied may be different. Please call HSBC Customer Service Hotline on (852) 2233 3000 for enquiries.

Effective from 09 June 2024

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

ATM Card Terms and Conditions

IMPORTANT! Before you use your ATM Card, please read these Terms and Conditions carefully. By using (which includes activating) your ATM Card, you will be considered to have accepted these Terms and Conditions and will be bound by them.

The terms used in this Terms and Conditions are defined at the end.

1. Your ATM Card remains our property. You should return it to us upon our request.
2. We may offer, vary, suspend or withdraw any Service at any time without prior notice. Without limiting our right, we may set daily transaction limits or specify the scope of any Service available in or outside Hong Kong. If you want to use your Card at an ATM outside Hong Kong for cash withdrawals and transfers, you are required to set your 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.
3. You should not transfer your ATM Card or Authentication Factors or allow any other person to use your ATM Card or Authentication Factors. You should keep your Authentication Factors strictly confidential. You should not write down or keep the Authentication Factors on or close to your ATM Card or handle it in any other way that may enable another person to use your ATM Card.
4. (a) You are responsible for all transactions effected by the use of your ATM Card (including all related fees and charges). You should promptly report to us any loss, theft, disclosure or unauthorised use of your ATM Card or Authentication Factors, followed by a written confirmation as soon as reasonably practicable. You will be responsible for all transactions effected by the use of your ATM Card before we receive your report.
 (b) If you report loss, theft, disclosure or unauthorised use of your ATM Card or Authentication Factors in accordance with Clause 4(a), your maximum liability for unauthorised transactions is HKD500 per ATM Card.
 (c) However, please note that the limit referred to in Clause 4(b) DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
 (i) if you have knowingly (whether or not voluntarily) permitted any other person to use your ATM Card or Authentication Factors; or
 (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your ATM Card or Authentication Factors. Your failure to follow any of the security measures recommended by us from time to time regarding the use or

safekeeping of your ATM Card or Authentication Factors may be treated as your gross negligence.

- (d) We have no obligation but may issue a replacement ATM Card to you. If we issue a replacement ATM Card, we will charge a handling fee by debiting any Account.
5. We will debit the amount withdrawn, transferred or otherwise disposed of by the use of your ATM Card from the related Account. You will be unable to effect a transaction if there are insufficient funds in the related Account.
6. (a) You may deposit any Item to your Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched.
 (b) We have the right to require you to provide details of an Item when depositing it. You will provide accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the applicable Account accordingly.
 (c) We accept an Item for deposit into an Account subject to final payment or clearing. We may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an Item is not actually received by us for any reason, we have the right to debit the relevant Account with the appropriate amount plus any charges.
7. We are not liable to you or any other person for the following (or any of them):
 (a) any delay or failure in providing any of the Services or our equipment or other facilities to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control and
 (b) any consequential or indirect loss arising from or in connection with the use of your ATM Card.
8. We will give prior notice for fees and charges in connection with the use of your ATM Card. We will debit the fees and charges as we consider reasonable from any Account.
9. You authorise us to disclose, in strict confidence, to other institutions (whether in or outside Hong Kong) personal data and information about you. Such disclosure may be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Services relating to your ATM Card.

10. We have the right to vary these Terms and Conditions (including fees and charges) from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your ATM Card is returned to us for cancellation before the date on which that variation takes effect.
11. We may give notice by way of publication, display at our premises, post or in any other manner we consider appropriate. Notice given in a manner we consider appropriate will be binding on you. You will be considered as having received any notice given by us by post after we have posted it to the address last notified by you:
 - (a) 48 hours after posting (if that address is in Hong Kong) or
 - (b) seven days after posting (if that address is outside Hong Kong).
12. If you and any other person sign or agree to be bound by these Terms and Conditions:
 - (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the ATM Card, the Services or these Terms and Conditions and
 - (b) any notice from us to any one of these persons will be considered effective notice to all other persons.
13. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
14. These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the nonexclusive jurisdiction of the Hong Kong courts.
15. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Account means any account we allow you to access by the use of the ATM Card or Authentication Factors.

ATM means an automated teller machine.

Authentication Factors include, but are not limited to PINs, soft tokens and in-app/SMS confirmations.

ATM Card means any card issued to you by us in relation to any Account which may be used to effect transactions by electronic means, whether at an ATM, a point of sale terminal or other devices as we may make available or accept from time to time.

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

Item means any cheque or other monetary instrument which we may accept for deposit.

PIN means personal identification number or any code or number or your voice print or other biometric credential that is used by us to identify you when you access information, give instructions, make a transaction using your ATM Card or use any related services. A PIN may be designated by us or you or generated by a security device designated or approved by us or generated by our collecting and analysing your voice or other biometric credential.

Service means any service which we may provide or procure in relation to an ATM Card.

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 an ATM Card.

Terms and Conditions for the Credit Card Cash Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Cash Instalment Plan

- (a) You are eligible to apply for the Cash Instalment Plan only if you hold a personal primary credit card issued by us. However, the Cash Instalment Plan is not available to a non-Hong Kong Dollar personal primary credit card, an additional credit card, a co-branded card, an undergraduate credit card, a Visa Gold Card for Students, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Cash Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
 - (i) conduct checks with any credit reference agency at any time and
 - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Instalment Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or grant a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if you have a past due record in the current month on any credit card account held with us. We will not accept a request in your application for transfer of outstanding balance from a credit card account held with us to the Cash Instalment Plan.

2. Scope and operation

- (a) We will set a minimum limit and a maximum limit on the withdrawal amount for each application of the Cash Instalment Plan. We will specify the limits on the marketing materials, webpages or other notices provided by us from time to time relating to the Cash Instalment Plan. By applying for the Cash Instalment Plan, you are considered to have agreed that we may increase the credit limit on the Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment (if applicable) and (iii) the approved withdrawal amount for the Cash Instalment Plan ("**Withdrawal Amount**") (if applicable). We have the final decision on the credit limit adjustment of the Card Account and the withdrawal amount approval.
- (b) If we approve your application for the Cash Instalment Plan:
 - (i) we will withhold from the credit limit on the Card Account an amount equal to the total of (1) the Withdrawal Amount and (2) all payable monthly handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Withdrawal Amount by the number of months in the Instalment Period plus the applicable monthly handling fee (collectively, "**Repayment Amount**"). The credit limit on the Card Account will be restored progressively as the Repayment Amounts are actually received by us;
 - (ii) we will credit or transfer the Withdrawal Amount in a lump sum to the bank account or credit card account specified by you in your application. We will do so after we receive all information and documents required by us for processing your application. For this purpose:
 - (1) the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong and
 - (2) the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong and
 - (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Withdrawal Amount to the specified bank account or credit card account.
- (c) We will bill each Repayment Amount to the Card Account on a monthly basis as a purchase transaction and show it on the Card statement. We will bill the first Repayment Amount to the Card Account upon approval of your application for the Cash Instalment Plan and will show it in the first Card statement following the approval.

- (d) You should ensure that the total of (i) the Withdrawal Amount, (ii) all payable monthly handling fees, and (iii) all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (e) You must continue to make any repayment (and pay any finance charges) in the normal manner with respect to the bank account or credit card account specified in your application until we have transferred the Withdrawal Amount to you in accordance with paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Instalment Plan.
- (f) The Withdrawal Amount will not entitle you to any RewardCash.
- (g) We will not return the documents supplied to us (including the application form) in relation to the Cash Instalment Plan.

3. Our overriding right

- (a) Even if we approve your application for the Cash Instalment Plan or even if these Terms and Conditions or the Credit Card Terms may provide otherwise, we have the right at any time:
 - (i) to charge to the Card Account in full the total amount of all remaining unpaid Withdrawal Amount that are not yet charged to the Card Account, plus interest, fees and charges (if any) and
 - (ii) to demand immediate repayment in full of all indebtedness owing by you to us under the Cash Instalment Plan. Without limiting our right to demand repayment at any time, we have the right to demand repayment in the following cases (or any of them):
 - (1) the Card Account is cancelled or terminated for any reason (whether by you or by us);
 - (2) you default in payment of any amount due under the Credit Card Terms or these Terms and Conditions;
 - (3) you breach any other provision of the Credit Card Terms or these Terms and Conditions;
 - (4) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due and
 - (5) the Cash Instalment Plan is suspended or terminated by us for any reason.

- (b) You are required to repay all indebtedness owing by you to us under the Cash Instalment Plan on demand.

4. No cancellation but may repay early

- (a) You cannot cancel the Cash Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Withdrawal Amount and pay an early repayment fee calculated at 2% of such outstanding Withdrawal Amount. For HSBC Privé, the early repayment fee is waived. You have to give us at least 14 working days' prior written notice of your intention to repay early.
- (b) You must make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid monthly handling fees even if you make early repayment.

5. Monthly handling fees

Upon approval of your application for the Cash Instalment Plan, we may charge a monthly handling fee (if applicable) on the Withdrawal Amount. The rate of the monthly handling fee is specified in the approval letter that we send you upon approval of your application.

6. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

7. Variation of these Terms and Conditions

We have the right to vary the monthly handling fee (if applicable) for the Cash Instalment Plan and these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of all indebtedness owing by you under the Cash Instalment Plan before the date on which that variation takes effect. We also have the right to terminate or suspend (or both) the Cash Instalment Plan. We have the final decision on all matters and disputes relating to the Cash Instalment Plan.

8. Third party rights

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

9. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the Englishb and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Cash Instalment Plan means the credit card cash instalment plan offered by us from time to time.

Card means the credit card issued to you as a primary cardholder and approved by us for the Cash Instalment Plan.

Card Account means the account established in respect of your Card for recording Card transactions and other items.

Credit Card Terms means the relevant credit card terms governing your Card.

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

Instalment Period means the period of the Cash Instalment Plan specified by you on the application form and approved by us.

Repayment Amount is defined in Clause 2(b)(i).

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

Withdrawal Amount is defined in Clause 2(a).

you or your means the person to whom we issue a Card.

Effective from 01 October 2024

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

Terms and Conditions for Cash Credit Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Cash Credit Plan

- (a) You are eligible to apply for the Cash Credit Plan if you are a principal cardholder of a personal primary credit card issued by us. However, the Cash Credit Plan is not available to any non-Hong Kong Dollar personal primary credit card, additional credit card, co-branded card, undergraduate credit card, a Visa Gold Card for Students, private label card or the RMB sub-account of any UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Credit Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Cash Credit Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
 - (i) conduct checks with any credit reference agency at any time and
 - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Credit Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or approve a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if:
 - (i) you have any overdue payment record in the month of your application on any credit card account held with us
 - (ii) you fail to provide us with all information and documents required by us for the processing of your application
 - (iii) you seek to use your application or apply any Approved Withdrawal Amount for repaying the outstanding balance of any of your credit card account maintained with us.

2. Scope and operation

- (a) Under the Cash Credit Plan, you can apply to withdraw available funds from your eligible credit card account ("Card Account") to your designated personal bank account or personal card account (excluding any credit card account maintained with us).
- (b) If we approve your application for the Cash Credit Plan:
 - (i) we will debit your Card Account by the withdrawal amount approved by us ("Approved Withdrawal Amount") and credit or transfer the amount in a lump sum to your personal bank account or credit card account specified by you in your application. For this purpose:
 - the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong and
 - the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong (excluding any credit card account maintained with us)
 - (ii) we will withhold from the credit limit on the Card Account an amount equal to the Approved Withdrawal Amount. The credit limit on the Card Account will be restored progressively as credit card payments towards the Card Account are actually received by us and
 - (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Approved Withdrawal Amount to your bank account or credit card account specified by you in the application.
- (c) We will set a minimum and maximum limit on the withdrawal amount for each application of the Cash Credit Plan, which will be specified in the application or marketing materials of the Cash Credit Plan.
- (d) By applying for the Cash Credit Plan, you are considered to have agreed that we have the right to increase the credit limit of your Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment (if applicable) and (iii) the Approved Withdrawal Amount (if your application is successful).
- (e) We will debit the Approved Withdrawal Amount from your Card Account upon approval of your application for the Cash Credit Plan and the debit will be shown in the first card statement following the approval.

- (f) You should ensure that the Approved Withdrawal Amount and all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (g) If you are transferring the Approved Withdrawal Amount to repay outstanding liabilities of your credit card or bank account, you must continue to make repayment (and pay any finance charges) to such bank account or credit card account until we have transferred the Approved Withdrawal Amount to you in accordance with sub-paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Credit Plan.
- (h) Your participation in the Cash Credit Plan and any Approved Withdrawal Amount transferred from your Card Account will not entitle you to any RewardCash.
- (i) We will not return the documents you supplied to us (including the application form) in relation to the Cash Credit Plan.

3. Our overriding right

- (a) We have the right to immediately revoke the approval of any Cash Credit Plan without notice, and all your outstanding indebtedness under the Cash Credit Plan, together with any interest, fees and charges will become immediately payable on demand, if:
 - (i) the Card Account is cancelled or terminated for any reason (whether by you or by us)
 - (ii) you default in payment of any amount due under any of your credit card account maintain with us
 - (iii) any of your credit card account held with us is not maintained in good standing
 - (iv) you breach any provision under these Terms and Conditions or the Credit Card Terms applicable to any of your credit card account maintained with us or
 - (v) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due.
- (b) If we revoke the Cash Credit Plan pursuant to sub-paragraph (a) above, the Preferential Interest Rate will be immediately withdrawn and all your outstanding indebtedness under the Cash Credit Plan will be subject to the same finance charge interest rate applicable to credit card as set out in the Bank tariff guide for HSBC Wealth and Personal Banking Customers ("Tariff Guide").
- (c) You are required to repay all indebtedness owing by you to us under the Cash Credit Plan on demand.

4. No cancellation but may repay early

You cannot cancel the Cash Credit Plan after your application is approved by us, unless you repay in full the total amount of all outstanding balance under the Plan plus any interest.

5. One-Off Handling fee

Upon approval of your application for the Cash Credit Plan, we may charge a one-off handling fee (if applicable) on the Approved Withdrawal Amount. The one-off handling fee is specified in the approval letter that we send you upon approval of your application.

6. Finance Charge – Preferential Interest Rate (Per Annum)

- (a) Finance charge calculated at a preferential interest rate (per annum) ("Preferential Interest Rate") will be charged on the outstanding Approved Withdrawal Amount on a daily basis, starting from the credit card monthly statement date immediately following the date of transfer of the Approved Withdrawal Amount to your designated account (which will be specified in the approval letter) until the credit card monthly statement date after the "Preferential Interest Rate End Date" (which will be specified in the approval letter). Thereafter, the finance charge will be calculated according to the same finance charge interest rate applicable to credit card as stipulated in the Tariff Guide. The finance charge will be calculated and accrued on a daily basis.
- (b) The Preferential Interest Rate only applies to the Approved Withdrawal Amount under the Cash Credit Plan. All other outstanding credit card balance including card purchases and cash advances will be subject to the interest rates and finance charges as set out in the Tariff Guide.
- (c) During the period where the Preferential Interest Rate applies, you must at least pay the "minimum payment due" as set out in your credit card monthly statement of the Card Account before the "payment due date". Otherwise, your Card Account will be regarded to be in a delinquent status and the Preferential Interest Rate will be immediately withdrawn and cancelled forthwith without notice to you. Any outstanding Approved Withdrawal Amount will be subject to the same finance charge interest rate applicable to credit card as set out in the Tariff Guide.
- (d) Apart from the finance charge calculated at the Preferential Interest Rate that applies to the Cash Credit Plan, if you do not pay the statement balance of your Card Account monthly statement in full on or before the "payment due date", we may also charge, without prior notice, a finance charge even if you have paid the

“minimum payment due” in full. Other fees, charges and interest may also be applicable, depending on the types of services you use (such as finance charge for cash advance). Details of these finance charges and fees are set out in the Credit Card Terms applicable to your Card Account and the Tariff Guide.

7. Staff’s remuneration

The remuneration for our sales staff is determined based on the staff’s overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff’s remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

8. Variation of these Terms and Conditions

We have the right to increase or alter the Preferential Interest Rate (per annum), handling fee (if applicable) for the Cash Credit Plan and vary these Terms and Conditions from time to time subject to our giving prior notice to you. We will give you such prior notice in a manner we consider appropriate. You will be bound by the variation upon the expiry of the notice period unless we receive full repayment of all indebtedness owing by you under the Cash Credit Plan before the date on which the variation takes effect.

9. Third party rights

Only you and us will have the right to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

10. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

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

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.

Effective from 15 January 2023

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

Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Instalment Plan

- (a) You are eligible to apply for the Spending Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card). However, the Spending Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Spending Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Spending Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) We will decide whether to approve your application for the Spending Instalment Plan having regard to the status and repayment history of your Card Account. We have the right to approve or reject your application and to suspend or terminate the Spending Instalment Plan without any giving reason or prior notice. We have the final decision on all matters and disputes relating to the Spending Instalment Plan.

2. Scope and operation

- (a) Only posted purchase transactions effected with a Card qualify for the Spending Instalment Plan. Other transactions do not qualify and these transactions include the following:
 - (i) any unposted, cancelled or refunded transaction
 - (ii) cash advance
 - (iii) instalment plan
 - (iv) Octopus AAVS (Octopus Automatic Add-Value Service)
 - (v) withdrawal amount under a cash instalment plan and/or a cash credit plan
 - (vi) gambling transaction
 - (vii) purchase and/or reload of stored value cards or e-Wallets

- (viii) transaction at financial institutions (including purchase of merchandise and services from banks)
- (ix) transaction at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques)
- (x) wire transfers and
- (xi) all fees and charges.

(b) An application for the Spending Instalment Plan must be:

- (i) for at least HK\$1,000 and may cover one or more posted purchase transactions effected using a Card ("**Purchase**"). Purchase billed to an additional Card Account or a private label card under the primary Card Account can be combined with Purchase billed to the primary Card Account for the purpose of an application by a primary cardholder. However, Purchase billed to a primary Card Account, other additional Card Accounts or private label card under the same primary Card Account cannot be combined with Purchase billed to the additional Card Account for the purpose of an application by an additional cardholder and
 - (ii) made by you at least 3 working days before the payment due date of the relevant Purchase.
- (c) You should ensure that the total of (i) all outstanding balance in your Card Account (including all unbilled balance) and (ii) all payable handling fees does not exceed the approved credit limit of your Card Account at any time.
- (d) If we approve your application for the Spending Instalment Plan, we will withhold from the credit limit on your Card Account an amount equal to the total of (i) the approved Purchase amount ("**Approved Amount**") and (ii) all payable handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Approved Amount by the number of months in the Instalment Period plus the applicable handling fee (collectively, "**Repayment Amount**"). The credit limit on your Card Account will be restored progressively as the Repayment Amounts are actually received by us.
- (e) We will bill each Repayment Amount to your Card Account on a monthly basis as a transaction and show it on the Card statement. Each Repayment Amount is treated in the same way as a purchase transaction billed to your Card Account. You should pay it in the same manner as other purchase transactions. We will bill the first Repayment Amount along with an applicable one-off handling fee to your Card Account upon approval of your application for the Spending Instalment Plan and will show it in the first Card statement following the approval.

3. No cancellation but may repay early

- (a) You cannot cancel the Spending Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Repayment Amounts plus any interest and handling fee. You have to give us at least 14 working days' prior written notice and pay an administration fee of HK\$300. For HSBC Privé, the early repayment fee is waived.
- (b) You may make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid handling fees even if you make early repayment.

4. Handling fees

Upon approval of your application for the Spending Instalment Plan, we will charge a monthly handling fee on the Approved Amount or a one-off handling fee, as applicable. The rate of the handling fee is specified in the marketing materials or other notices provided by us from time to time relating to the Spending Instalment Plan.

5. Termination of your Card

If your Card is cancelled or terminated for any reason during the Instalment Period, the total amount of all remaining unpaid Repayment Amounts and any payable interest become immediately due and payable by you.

6. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

7. Variation of these Terms and Conditions

We have the right to vary the handling fee and these Terms and Conditions from time to time. We will give you notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all remaining unpaid Repayment Amounts plus any payable interest and handling fee before the date on which that variation takes effect.

8. Miscellaneous

- (a) We are not liable for the goods and services provided by any merchants.
- (b) Our provision and your use of the Spending Instalment Plan are subject to any applicable regulatory requirements.

9. Third party rights

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

10. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Spending Instalment Plan means the Spending Instalment Plan offered by us from time to time.

Approved Amount is defined in Clause 2(d).

Card means the credit card issued by us and approved by us for the Spending Instalment Plan.

Card Account means the account established in respect of a Card for recording Card transactions and other items. If a Card is a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card, Card Account consists of a Hong Kong dollar sub-account and a Renminbi sub-account.

Credit Card Terms means the relevant credit card terms governing your Card.

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

Instalment Period means the period of the Spending Instalment Plan specified by you on the application form and approved by us.

Purchase is defined in Clause 2(b)(i).

Repayment Amount is defined in Clause 2(d).

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 credit card (whether a primary or an additional credit card) that is eligible for the Spending Instalment Plan.

Effective from 01 October 2024

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

Terms and Conditions for the Credit Card Interest-free Merchant Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Instalment Plan

- (a) You are eligible to apply for the Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card, or unless specified otherwise). However, the Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card.
- (b) We will decide whether to approve your application for the Instalment Plan having regard to the available credit limit on your Card Account and other relevant circumstances. We have the right not to approve your application without giving reasons.

2. Use of the Instalment Plan

- (a) You may use the Instalment Plan only for purchase from designated merchants of goods and services that we and such merchants agree from time to time.
- (b) You are not allowed:
 - (i) to alter or revoke a purchase order placed by you with a merchant under the Instalment Plan;
 - (ii) to exchange, return or trade in any goods or services purchased under the Instalment Plan; or
 - (iii) to vary the amount of each instalment, the number of instalments or the instalment period of the Instalment Plan as specified by us. However, you may at any time repay the total amount of all instalments outstanding under the Instalment Plan by cheque or other means acceptable to us.

3. Debits under the Instalment Plan

- (a) Upon our approval of your application for the Instalment Plan, the credit limit on your Card Account will be reduced by the total amount of all instalments under the Instalment Plan. The credit limit on your Card Account will only be restored as the amount of each instalment is paid and actually received by us.

- (b) We will debit the amount of each instalment to your Card Account on a monthly basis. That debit will be shown as a card transaction on your Card Account statement. Unless specified otherwise in these Terms and Conditions:
 - (i) each instalment amount is treated and will be handled in the same way as a purchase transaction charged to your Card Account. You should pay each instalment amount in the same manner as a card transaction charged to your Card Account; and
 - (ii) the Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. These Terms and Conditions prevail over the Credit Card Terms as regard any matter relating to the Instalment Plan if there is any inconsistency between them.
- (c) You authorise us to continue to debit your Card Account in accordance with these Terms and Conditions, even if you and the relevant merchant have made any contrary agreement or arrangement.
- (d) All instalment amounts paid are not refundable. We are not responsible for any goods or services purchased from a merchant under the Instalment Plan. You are responsible for resolving any dispute directly with the relevant merchant. Your obligation to pay the monthly instalments under the Instalment Plan and other obligations to us are not affected and will not be relieved or reduced by any claim made by you against a merchant.

4. Termination of your Card

If your Card is cancelled or terminated for any reason during the instalment period of the Instalment Plan, the total amount of all instalments outstanding under the Instalment Plan on the date of cancellation or termination become immediately due and payable by you.

5. Variation of these Terms and Conditions

We have the right to vary these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all instalments outstanding under the Instalment Plan before the date on which that variation takes effect.

6. Third party rights

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

7. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Card means the credit card issued to you and designated by us on which the Instalment Plan is provided.

Card Account means the account established in respect of your Card for recording Card transactions and other items.

Credit Card Terms means the relevant credit card terms governing your Card.

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

Instalment Plan means the credit card interest-free merchant instalment plan offered by us from time to time.

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 personal credit card.

Effective from 15 January 2023

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

Terms and Conditions for "All-You-Can-Split" Programme ("Programme") applicable to Personal Credit Card Cardholders (the "Terms and Conditions")

This is an extended feature of our spending instalment plans.

1. Programme Eligibility

- (a) You are eligible to subscribe for the Programme only if you hold a personal primary credit card issued by us. This Programme is not available to a USD Visa Gold Card, an undergraduate credit card, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card. If you are holding an additional credit card only and do not hold any primary credit card, you are not eligible to subscribe for the Programme.
- (b) The Programme is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By subscribing for the Programme by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bounded by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) We will decide whether to approve your subscription to the Programme by reviewing information including but not limited to the status and repayment history of your Card Account. We have the right to approve or reject your subscription and to suspend or terminate the Programme without giving any reason or prior notice. We have the final decision on all matters and disputes relating to the Programme.

2. Overview, Scope and Operation

- (a) Upon our approval of your subscription to the Programme with your selected primary credit card ("**Card**"), for your Card's monthly statement during the Subscription Period, we will split the Eligible Balance up to the Monthly Maximum Instalment Limit into monthly repayments. Each split will constitute a new spending instalment plan (or called "instalment plan"). Each new spending instalment plan will be set up no earlier than 5 working days after the statement date of your Card monthly statement.
- (b) Posted purchase transactions made by a Card, or an additional card or a private label card under the Card that are billed to the same monthly Card statement during the Subscription Period are qualified for the Programme ("**Eligible Transactions**").

Other transactions do not qualify for the Programme and these transactions include the following:

- (i) any unposted, cancelled or refunded transaction;
- (ii) cash advance;
- (iii) instalment plan (including any effective spending instalment plans that are set up under the Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders or under this Programme);
- (iv) Octopus AAVS (Octopus Automatic Add-Value Service);
- (v) withdrawal amount under a cash instalment plan and/or a cash credit plan;
- (vi) gambling transaction;
- (vii) purchase and/or reload of stored value cards or e-Wallets;
- (viii) transaction at financial institutions (including purchase of merchandise and services from banks);
- (ix) transaction at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);
- (x) wire transfers; and
- (xi) all fees and charges.

- (c) Below example illustrated how the Programme works.

Example:

You subscribed and received approval for the "All-You-Can-Split" Programme with Card A on 15 March, with a Subscription Period of **4 statement cycles, repayment period of 3 months and Monthly Maximum Instalment Limit at HKD15,000.**

Assuming the statement summary of Card A during the Subscription Period would be as follows:

| | March statement month | April statement month | May statement month | June statement month |
|--|------------------------|-----------------------|---------------------|----------------------|
| Statement date | 20 March | 20 April | 20 May | 20 June |
| Covering Eligible Transactions posted during | 21 February – 20 March | 21 March – 20 April | 21 April – 20 May | 21 May – 20 June |
| Monthly Maximum Instalment Limit | HKD15,000 | HKD15,000 | HKD15,000 | HKD15,000 |
| Statement Balance | HKD20,000 | HKD8,000 | HKD21,000 | HKD17,000 |
| Eligible Balance | HKD20,000 | HKD3,000 | HKD15,000 | HKD6,000 |

Spending instalment plan would then be set up automatically under the “All-You-Can-Split” Programme during the Subscription Period as follows:

| | March statement month | April statement month | May statement month | June statement month |
|--------------------------------|--|--|---|--|
| Date of instalment plan set up | 27 March | 27 April | 27 May | 27 June |
| Approved Instalment Amount | HKD15,000 | HKD3,000 | HKD15,000 | HKD6,000 |
| Monthly Repayment Amount | HKD5,000 <i>*to be repaid on or before the respective due dates of April – June monthly statement</i> | HKD1,000 <i>*to be repaid on or before the respective due dates of May – July monthly statement</i> | HKD5,000 <i>*to be repaid on or before the respective due dates of June – August monthly statement</i> | HKD2,000 <i>*to be repaid on or before the respective due dates of July – September monthly statement</i> |

When a spending instalment plan is set up successfully under the Programme, we will notify you in a timely manner. The terms in our notification of a spending instalment plan will bind you. You may also view the details of the spending instalment plan under “My Instalments” on HSBC Reward+ App, your subsequent Card statements or by calling us.

- (d) We will not be able to set up the spending instalment plan under the Programme for a Card monthly statement during the Subscription Period if:
- (i) Eligible Balance is less than HKD1,000 in that monthly statement; or
 - (ii) Your Card Account is not valid nor in good standing; or
 - (iii) You fail to pay for the minimum payment due for the previous monthly statement; or
 - (iv) Your Card Account is under overlimit status.

We will not extend the Subscription Period even if any spending instalment plan cannot be set up during the Subscription Period because of any of the above reasons.

- (e) When a spending instalment plan is set up successfully for a Card monthly statement during the Subscription Period:
- (i) If your Eligible Balance is less than the Monthly Maximum Instalment Limit, the amount that will be split into instalments equals to the Eligible Balance amount.
 - (ii) If your Eligible Balance is exactly the same as or more than the Monthly Maximum Instalment Limit, the amount that will be split into instalments equals to Monthly Maximum Instalment Limit.

- (iii) The ultimate amount that is being split into instalments in the scenarios listed in (i) and (ii) above will be referred as the “**Approved Instalment Amount**”. We will withhold from the credit limit on your Card Account an amount equal to the Approved Instalment Amount.
- (iv) We will calculate the amount of monthly repayment of the Approved Instalment Amount by dividing the number of months in repayment period that you specified on your subscription for the Programme and approved by us (“**Monthly Repayment Amount**”). The first Monthly Repayment Amount will be billed to your Card Account in the first statement issued after the instalment plan set up. The credit limit on your Card Account will be restored progressively as the Monthly Repayment Amounts are actually received by us.
- (v) We will bill each Monthly Repayment Amount to your Card Account on a monthly basis as a purchase transaction in each month during the repayment period and show it on your Card statement. Each Monthly Repayment Amount is treated in the same way as a purchase transaction billed to your Card Account. You should pay it in the same manner as other purchase transactions.
- (f) You need to check your monthly Card statement. If your Eligible Balance is more than the Approved Instalment Amount, you should settle the excess amount (i.e. Eligible Balance minus the Approved Instalment Amount) and any outstanding balance on or before the payment due date shown on the statement.
- (g) You should ensure the total of (i) all outstanding balance in your Card Account (including all unbilled balance) and (ii) all payable fees do not exceed the approved limit of your Card Account at any time.

Example:

You subscribed and received approval for “All-You-Can-Split” Programme with Card A on 15 March, with a Subscription Period of **4 statement cycles, repayment period of 3 months, and Monthly Maximum Instalment Limit at HKD15,000.**

1st Month:

| March statement month | |
|---|--------------------|
| Statement date: 20 March | Due date: 18 April |
| Statement balance: HKD20,000, including: <ul style="list-style-type: none"> • Card purchases at merchants (i.e. Eligible Transactions) posted during 21 February – 20 March: HKD19,900 • Subscription fee: HKD100 | |

In this situation, Eligible Balance exceeds the Monthly Maximum Instalment Limit, we will set up a spending instalment plan with amount capped at the Monthly Maximum Instalment Limit (i.e. HKD15,000 in this example) for you under the Programme on 27 March and schedule 3 repayment instalments (each with Monthly Repayment Amount of HKD5,000) on a monthly basis subsequently in April - June statement cycles.

However, **you still need to pay for the outstanding statement balance of HKD5,000** (i.e. remaining card purchases balance of HKD4,900 and subscription fee of HKD100) **on or before 18 April** to avoid any late or finance charges incurred.

2nd Month:

| April statement month | |
|---|------------------|
| Statement date: 20 April | Due date: 18 May |
| Statement balance: HKD8,000, including: <ul style="list-style-type: none"> Card purchases at merchants (i.e. Eligible Transactions) posted during 21 March – 20 April: HKD3,000 1st monthly repayment amount for the spending instalment plan set up on 27 March under the Programme: HKD5,000 | |

In this situation, we will set up a spending instalment plan of HKD3,000 for you under the Programme on 27 April and schedule 3 repayment instalments of HKD1,000 each on a monthly basis subsequently in May – July statement cycles.

However, **you will then need to make a repayment of HKD5,000** (i.e. the 1st Monthly Repayment Amount for the spending instalment plan set up on 27 March) **on or before 18 May** to avoid any late or finance charges incurred.

3. No cancellation

- (a) You cannot cancel the Programme after your subscription is approved by us.
- (b) You cannot cancel the spending instalment plan set up under the Programme.
- (c) You may make early repayment in full. We do not accept partial early repayment. If you make early repayment in full, you must pay the total amount of all remaining unpaid Monthly Repayment Amounts plus any payable interest. You have to give us at least 14 working days' prior written notice and pay an administration fee of HKD300.

4. Fees and Charges

- (a) Upon approval of your subscription, we will charge you a one-off subscription fee to your Card Account. The one-off subscription fee is specified during your subscription of the Programme on HSBC Reward+ App or other digital or non-digital channels as specified by us from time to time, marketing materials or other notices provided by us from time to time.
- (b) We will not refund any subscription fees you have paid to us, including but not limited to the situations when there is no spending instalment plan set up during the Subscription Period or your Card has been cancelled or terminated.

5. Termination of your Card

If your Card is cancelled or terminated for any reason during the Subscription Period, the total amount of all remaining unpaid Monthly Repayment Amounts become immediately due and payable by you.

6. Variation of these Terms and Conditions

We have the right to vary these Terms and Conditions from time to time. We will give you notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all remaining unpaid Monthly Repayment Amounts plus any payable interest for all the instalment plans set up under the Programme before the date on which that variation takes effect.

7. Miscellaneous

- (a) We are not liable for the goods and services provided by any merchants.
- (b) Our provision and your use of the Programme are subject to any applicable regulatory requirements.
- (c) We have the overriding right at any time to demand your immediate repayment of all unpaid Monthly Repayment Amounts together with any interest under any spending instalment plan.

8. Third party rights

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

9. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Effective from 1 March 2024

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

To borrow or not to borrow? Borrow only if you can repay!

Definitions

Approved Instalment Amount is defined in Clause 2(e) above.

Card is defined in Clause 2(a) above.

Card Account means the account established in respect of a Card for recording Card transactions and other items. If the Card is a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card, Card Account consists of a Hong Kong dollar sub-account and a Renminbi sub-account.

Credit Card Terms means the relevant credit card terms governing your Card.

Eligible Balance means the sum of your monthly Eligible Transactions as determined by us. Eligible Balance must be at least HKD1,000 and may cover one or more Eligible Transactions.

Eligible Transaction is defined in Clause 2(b) above.

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

Monthly Maximum Instalment Limit refers to the maximum value of the Eligible Balance in each Card monthly statement that can be split into instalments. The Monthly Maximum Instalment Limit is set by us and will be shown to you when you subscribe for the Programme. However, even if Monthly Maximum Instalment Limit is greater than the credit limit of your Card, you cannot make any Eligible Transactions beyond your credit limit.

Monthly Repayment Amount is defined in Clause 2(e) above.

Subscription Period means the period which the Programme is activated for your Card as specified by you on the subscription and approved by us.

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 primary credit card that is eligible for the Programme.

HSBC Mobile Credit Card Addendum to Credit Card Terms

Applicable to Mobile Credit Card stored in the Mobile Wallet of your Eligible Device

IMPORTANT! Before you store and use your Mobile Credit Card, please read these Terms and Conditions and the Credit Card Terms carefully. By storing and using your Mobile Credit Card, you will be considered to have accepted these Terms and Conditions and the Credit Card Terms and will be bound by them. The terms used in these Terms and Conditions are defined at the end.

1. Terms and Conditions supplement Credit Card Terms

- (a) The Credit Card Terms applies to your Mobile Credit Card. References in the Credit Card Terms to “Card” and “Card Transactions” include your Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- (b) These Terms and Conditions supplement the Credit Card Terms and, together, they govern your Mobile Credit Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Credit Card Terms, the provisions of these Terms and Conditions prevail.
- (c) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your HSBC Credit Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the Credit Card Terms.

2. Registering, storing and activating Mobile Credit Card

- (a) You may store a digital version of an HSBC Credit Card (i.e. Mobile Credit Card) in your Mobile Wallet only if the HSBC Credit Card is of a type and/or card scheme designated by us from time to time and is in good standing.
- (b) The Mobile Wallet Provider may limit the number of Mobile Credit Cards that you may store in one Mobile Wallet from time to time which we cannot control. We may however limit the number of Eligible Devices in which the same HSBC Credit Card can be stored from time to time and you should refer to our latest communications regarding such limit.

- (c) You should follow the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet in order to register and store the Mobile Credit Card in your Mobile Wallet.
- (d) By registering a Mobile Credit Card in your Mobile Wallet, you consent to us sending SMS message to you for verification and activation purpose based on your phone number last recorded with us. If the phone number last recorded with us is not the phone number of your Eligible Device, the SMS message will be sent to the phone number last recorded with us but not to your Eligible Device. If we do not have record of your phone number, we cannot send SMS message to you in which event you will need to call us on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile Credit Card.

3. Your responsibility

- (a) If you do not take security measures as we or the Mobile Wallet Provider may recommend from time to time, you will bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile Credit Card. We are not liable for any such loss. You should take appropriate security measures including the following:
 - (i) take reasonable precautions to keep HSBC Credit Card details and security details relating to your Mobile Credit Card, Mobile Wallet and Eligible Device (including your Device Passcode, payment PIN, fingerprint and/or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of them;
 - (ii) safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all times;
 - (iii) DO NOT allow anyone else to use or log on to your Eligible Device and Mobile Wallet;
 - (iv) ensure that your biometric credentials stored on your Eligible Device are your own and DO NOT store anyone else’s fingerprint or biometric credentials in your Eligible Device, and that you only use your own biometric credentials to use your Mobile Card or Mobile Wallet;
 - (v) DO NOT use facial recognition to use your Mobile Credit Card or Mobile Wallet if you have an identical twin sibling, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
 - (vi) DO NOT use facial recognition to use your Mobile Credit Card or Mobile Wallet if you are in adolescence while your facial features may be undergoing a

rapid stage of development, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;

- (vii) DO NOT take any action to disable any function provided by, and/or agreeing to any settings of your Eligible Device that would compromise the security of the use of your biometric credentials for the use of Mobile Credit Card or Mobile Wallet (e.g. disabling “attention-aware” for facial recognition). If such changes are required, you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
 - (viii) DO NOT choose obvious numbers as Device Passcode or payment PIN (such as Hong Kong Identity Card number, date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or payment PIN or write down or keep your Device Passcode or payment PIN close to your Eligible Device;
 - (ix) DO NOT install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a “jailbroken” or “rooted” smartphone or device);
 - (x) change the Device Passcode or payment PIN regularly and use alphanumeric code for Device Passcode or payment PIN (if available);
 - (xi) if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;
 - (xii) delete your Mobile Credit Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be repaired;
 - (xiii) remove the Mobile Credit Card from the Mobile Wallet upon termination of your Mobile Credit Card as provided in Clause 10.
- (b) You are fully responsible for any disclosure of your HSBC Credit Card Details, Device Passcode, payment PIN, or other security details relating to your Eligible Device, Mobile Wallet and Mobile Credit Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Credit Card being used by unauthorised persons or for unauthorised purposes.

- (c) You have to use an Eligible Device of a type or model specified by us from time to time to register, store and use Mobile Credit Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- (d) You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your Mobile Credit Card.

4. Card Account and credit limit

- (a) HSBC Credit Card in its plastic/metal card form and in its digital version (i.e. Mobile Credit Card) constitute one and the same Card and share the same Card Account.
- (b) All Mobile Credit Card Transactions will be billed to card statement of the HSBC Credit Card. There will not be a separate statement for your Mobile Credit Card.
- (c) Your HSBC Credit Card in plastic/metal card form and your Mobile Credit Card share the credit limit of the same Card Account. There will not be a separate credit limit for your Mobile Credit Card.

5. Mobile Credit Card Transactions, no cash advance

- (a) You may make Mobile Credit Card Transactions where your Mobile Wallet is accepted for payment. We will not responsible if any retailer refuses to accept your Mobile Credit Card.
- (b) You cannot use your Mobile Credit Card for cash withdrawals or cash advance over the counter. A Mobile Credit Card cannot be linked to a bank account. Your Mobile Credit Card or Mobile Wallet may also be subject to certain transaction limits (for example, payment amount) imposed by retailers or payment terminals which do not normally apply to your HSBC Credit Card.
- (c) Your Mobile Wallet may not be accepted at all places where your HSBC Credit Card is accepted.

6. Limitation of our liability

- (a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible devices. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We have no control over the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet, or your inability to use the Mobile Wallet for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third

parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile Credit Card).

- (b) We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 3(a), Clause 7(a) and Clause 10.

7. Loss, theft or misuse

Report promptly

- (a) You must tell us straight away using the telephone numbers on the back of your HSBC Credit Card if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Credit Card or Eligible Device, or if you believe someone else has used your Mobile Credit Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile Credit Card or the security of your HSBC Credit Card, Mobile Credit Card, Mobile Wallet or Eligible Device has been compromised in any other manner.

Your liability for unauthorised transactions

- (b) You will be liable for all unauthorised Mobile Credit Card Transactions effected by your Mobile Credit Card before we receive report of loss, theft, disclosure or unauthorised use of your Mobile Credit Card.
- (c) If you report loss, theft, disclosure or unauthorised use of your Mobile Credit Card in accordance with this Clause 7, your maximum liability for unauthorised Mobile Credit Card Transactions is [HK\$500]. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) if:
- (i) you have knowingly (whether or not voluntarily) permitted any other person to use your Mobile Wallet or Mobile Credit Card or Eligible Device or
 - (ii) you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Wallet, Mobile Credit Card or Eligible Device. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Mobile Wallet, Mobile Credit Card or Eligible Device may be treated as your gross negligence.

8. Your Personal Data

You may be providing your personal data and HSBC Credit Card information and transaction details to the Mobile Wallet Provider by registering, storing and using the Mobile Credit Card in your Mobile Wallet. We have no control of the privacy and security of your personal data and information provided by you to the Mobile Wallet

Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider.

9. Fees and charges

- (a) All applicable interest, fees and charges that apply to your HSBC Credit Card will also apply to the Mobile Credit Card.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to your storing, activating or using the Mobile Credit Card or for making transactions using your Mobile Wallet and the Mobile Credit Card.

10. Termination of Mobile Credit Card

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Credit Card from the Mobile Wallet should you wish to terminate the Mobile Credit Card. Termination of the Mobile Credit Card will not terminate the HSBC Credit Card in plastic/metal card form unless you also terminate it in accordance with the Credit Card Terms.
- (b) If you are a primary HSBC Credit Card cardholder, you cannot terminate the Mobile Credit Card of the Additional Cardholder without terminating the additional HSBC Credit Card in plastic/metal card form.
- (c) If you are a primary Mobile Credit Card cardholder, termination of your Mobile Credit Card will not terminate the Mobile Credit Card of your Additional Cardholder.
- (d) We have the rights to suspend, restrict or terminate your HSBC Credit Card under the Credit Card Terms. These rights will be extended to your Mobile Credit Card. Your Mobile Credit Card will be suspended, restricted or terminated at the same time if your HSBC Credit Card is suspended, restricted or terminated under the Credit Card Terms.
- (e) We will also have the right to suspend, restrict or terminate the use of a Mobile Credit Card if your Mobile Wallet has been suspended, restricted or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 7(a).
- (f) Upon termination of Mobile Credit Card whether by you or by us, you must remove the Mobile Credit Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Credit Card or the Mobile Wallet from your Eligible Device.

(g) You are responsible for all Mobile Credit Card Transactions whether or not authorised by you unless and until you have removed the Mobile Credit Card from your Mobile Wallet and Eligible Device upon termination.

(h) Termination of the Mobile Credit Card on its own will not affect the HSBC Credit Card in plastic/metal card form which will continue to be governed by the Credit Card Terms.

11. Variation of this Addendum

We have the right to vary these Terms and Conditions 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 Mobile Credit Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 10 before the date on which that variation takes effect.

12. Third party rights

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

13. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions are for reference only.

14. General matters

If you have any questions or complaints about your Card, then please contact us at the telephone number on the back of your Card. If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

Definitions

Additional Cardholder means an Additional Cardholder referred to in the Credit Card Terms.

Card Account means the Card Account referred to in the Credit Card Terms.

Credit Card Terms means the credit card terms governing the supply and use of your HSBC Credit Card.

Device Passcode means the access passcode of your Eligible Device.

Eligible Device means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile Credit Card can be registered and stored, as designated by us from time to time.

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

HSBC Credit Card means the credit card issued by us (whether as primary card or additional card) in plastic/metal card form of such type and/or card scheme designated by us from time to time.

Mobile Credit Card means a digital version of your HSBC Credit Card which you store in the Mobile Wallet of your Eligible Device.

Mobile Credit Card Transaction means any transaction effected by using your Mobile Credit Card.

Mobile Wallet means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Credit Card is stored.

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

These Terms and Conditions means these terms and conditions as may be amended from time to time.

We, Us, Our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

You or Your means the person to whom we issue an HSBC Credit Card.

Effective from 01 October 2024

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

Useful contact numbers

HSBC Customer Service Hotline: (852) 2233 3000*

(Including lost card report)

For more details on HSBC Credit Cards and the latest offers, please visit www.hsbc.com.hk/credit-cards.

* For HSBC Premier customer, please call the HSBC Premier Hotline (852) 2233 3322.