

The Hongkong and Shanghai Banking Corporation Limited ("The Bank")

Major Terms and Conditions of Credit Card Cardholder Agreement

The Agreement applies to Premier MasterCard, Advance Visa Platinum, Visa Signature, Visa Platinum, Visa Gold, US\$ Visa Gold, Gold MasterCard, Visa Classic and Classic MasterCard credit cards issued by us.

Your significant liabilities and obligations under the Agreement are summarised below for your particular attention. You should read the full version of the Agreement (which will prevail in the event there is any inconsistency with the following). By using (which includes activating) your card, you will be considered to have accepted the Agreement and will be bound by it. The terms used in this document are defined at the end.

- a. You should not transfer your card or PIN or allow any other person to use your card or PIN. You should sign your card as soon as you receive it.
- b. Except as referred to in paragraph (s) below, you are responsible for the card account and all card transactions (including all related fees and charges). You are responsible even if:
 - (i) you do not sign a sales slip (including where a card transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature) or the signature on the sales slip is different from the signature on your card;
 - (ii) the card transaction is effected involuntarily; or
 - (iii) you have any dispute with any merchant involved in a card transaction.
- c. You are required to comply with the credit limit on your card. We may reject card transactions in excess of the credit limit. However, we also have discretion to allow such card transactions without notice to you, unless we have received and processed your request to opt out from our over-the-limit facilities. Even if we accept your opt-out request, certain card transactions in excess of the credit limit may still be allowed, including any card transaction which is not immediately processed by us or does not require our authorisation for effecting payment.
- d. If you do not pay the statement balance of your card in full on or before the payment due date, we may charge, without prior notice, a finance charge even if you have paid the minimum payment due in full. If you do not pay the minimum payment due in full on or before the payment due date, we may charge, without prior notice, a late charge in addition to the finance charge. We may vary the fees and charges from time to time. Our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" has details of various fees and charges including the applicable rates or amounts. That guide is available at our website or upon request at any of our branches in Hong Kong.
- e. You should notify promptly our Card Centre of any transaction shown in any card statement that was not authorised by you. You should notify us within 60 days of the date of the statement and in such manner as we may accept from time to time. If you do not notify us within the specified period, the transactions shown on the statement will be considered as correct, conclusive and binding on you and you will be deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such transactions.
- f. All payments to us under or in connection with the Agreement (including the outstanding balance in your card account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with the Agreement. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with the Agreement. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
- g. If you are the primary cardholder, you will be liable for the use of your primary card as well as the use of each additional card. We have full discretion in recovering indebtedness (including all fees and charges) incurred by an additional cardholder from the primary cardholder or that additional cardholder or both. If you are an additional cardholder, you will not be liable for the use of any additional card issued to another additional cardholder or the use of the primary card.
- h. We are entitled to combine or consolidate the outstanding balance on your card account with the balance on any other account which you maintain with us without prior notice. If you are the primary cardholder, our right will extend to the outstanding balance on the card account of any additional cardholder. We are entitled to set off or transfer any money standing to the credit of any other account which you maintain with us in or towards settlement of your liability to us under the Agreement.
- i. We may terminate or suspend your card (whether the primary card or an additional card) at any time without giving you prior notice or any reason. You may terminate your card at any time. If you wish to terminate your card, you have to give us written notice and return to us your card and all additional cards, if any.
- j. Upon the termination of your card for any reason or upon your bankruptcy or death, the following amounts will become immediately due and payable in full to us:
 - (i) the outstanding balance on your card account; and
 - (ii) the amount of any card transactions effected but not yet charged to your card account.
- k. If you fail to pay any amount to us when due or if you breach any terms or conditions of the Agreement, we may enforce our rights or pursue remedies to collect or recover any outstanding amount. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in collecting or recovering any outstanding amount.
- l. Except as set out in paragraph (m) below, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for the following items which we or they may incur or suffer as a result of or in connection with your use of our or our providing equipment, facilities or services to you under the Agreement:
 - (i) all actions, proceedings and claims which may be brought by or against us or them; and
 - (ii) all losses, damages and reasonable amounts of costs and expenses.The indemnity shall continue after the termination of the Agreement.
- m. If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (l) above was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under paragraph (l) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

- n. We may separately issue or vary additional terms and conditions relating to card benefits from time to time. The terms and conditions relating to a card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that card benefit.
- o. You should not use your card for payment of any gambling or other transaction which is illegal under any applicable laws.
- p. We have the right to vary the terms and conditions of the Agreement, interest rates, finance charges or other fees or charges from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your card is returned to us for termination before the date on which that variation takes effect.
- q. You agree to inform us promptly and in any event, within 30 days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.
- r. If your card is a Hong Kong dollar card and you effect a card transaction in a currency other than Hong Kong dollar, we will debit that card transaction to your card account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate adopted by Visa or MasterCard Worldwide (as applicable) on the date of conversion. We will also debit to your card account a percentage of the card transaction charged by us and any transaction fee (in full or in part) charged by Visa or MasterCard Worldwide to us. The same arrangement applies to a card transaction effected by you in a currency other than US dollar if your card is a US dollar card.
- s. You should safeguard your card and PIN by taking appropriate security measures. You should promptly report any loss, theft, disclosure or unauthorised use of your card or PIN. You will be liable for all cash advances and all other transactions effected by unauthorised use of your card or PIN before we or any member of Visa or MasterCard Worldwide (as applicable) receive report of loss, theft, disclosure or unauthorised use. If you report loss, theft, disclosure or unauthorised use of your card or PIN in accordance with the Agreement, your maximum liability for unauthorised transactions (other than cash advances) is HK\$500 per card.
- t. However, please note that the limit referred to in paragraph (s) above 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 card or PIN; or
 - (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your card or PIN. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your card or PIN may be treated as your gross negligence.

If you apply for a Mobile Card, you should also note the following provisions which apply specifically to a Mobile Card:

You should read the full version of the HSBC Mobile Credit Card Addendum to the Credit Card Cardholder Agreement. By using (which includes installing) your Mobile Card, you will be considered to have accepted the Addendum and will be bound by it.

- u. If you receive the NFC-Enabled Sleeve or our notification that your application has been approved, you should follow our guidance to confirm receipt (if we require it) and to launch the Mobile Payments Function as soon as reasonably practicable. You must download and launch the latest version of HSBC Mobile Banking App in order to use the Mobile Payments Function. You are required to designate a personal identification number ("**Mobile Card PIN**") for the purposes of your Mobile Card. You should safeguard your Mobile Card and Mobile Card PIN by taking appropriate security measures.
- v. You agree and accept that the use of Mobile Card PIN is an important security feature of the Mobile Card and cannot be replaced by the use of SIM card personal identification number or phone unlock passcode on a mobile phone. If you do not use the Mobile Card PIN function or take other security measures as we may recommend from time to time, you should bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile Card. We are not liable for any such loss.
- w. You are fully responsible for any disclosure of your Mobile Card number or Mobile Card PIN to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Card, Mobile Card number, Mobile Card PIN, NFC-Enabled Sleeve or NFC SIM Card being used by unauthorised persons or for unauthorised purposes.
- x. You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to install and use your Mobile Card. You should bear all fees, charges and expenses imposed by the mobile phone service provider or telecommunications provider (or both) for providing services to you to support the use of your Mobile Card.
- y. Your card in plastic card form and your Mobile Card share the credit limit on your card account. There will not be a separate credit limit for your Mobile Card.
- z. We are not responsible for any loss that you may suffer or incur in relation to use of your Mobile Card. Such loss may include any damage or virus to your data, software, computer, smartphone, telecommunications equipment or other equipment caused by the installation, download, launch or use of your Mobile Card, NFC-Enabled Sleeve, NFC SIM Card, the HSBC Mobile Banking App, the Mobile Payments Function and any other apps (or any of them).
- aa. The NFC SIM Card is provided to you by a Mobile Network Operator subject to such service plan and terms and conditions you may agree with the Mobile Network Operator. We are not responsible for the following (or any of them):
 - (i) the NFC SIM Card provided by any Mobile Network Operator (or its failure to provide the NFC SIM Card);
 - (ii) any fees or charges imposed by any Mobile Network Operator; and
 - (iii) any dispute between you and any Mobile Network Operator arising from or in connection with the NFC SIM Card.
- bb. If you notice or suspect any loss, theft, disclosure or unauthorised possession, control or use of your Mobile Card, Mobile Card number, Mobile Card PIN, NFC-Enabled Sleeve and NFC SIM Card (or any of them), you should promptly report to us (and the relevant Mobile Network Operator if it involves your NFC SIM Card). You should report in person to a branch in Hong Kong or by telephoning our Card Centre at 2233 3000. If overseas, you should report to any member of Visa or MasterCard Worldwide, as applicable.
- cc. You will be liable for all Contactless Transactions effected by unauthorised use of your Mobile Card, Mobile Card number, Mobile Card PIN, NFC-Enabled Sleeve and NFC SIM Card (or any of them) before we or any member of Visa or MasterCard Worldwide receive report of loss, theft, disclosure or unauthorised use. If you report loss, theft, disclosure or unauthorised use of your Mobile Card, Mobile Card number, Mobile Card PIN, NFC-Enabled Sleeve and NFC SIM Card (or any of them) in accordance with paragraph (bb) above, your maximum liability for unauthorised Contactless 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 Card, Mobile Card number, Mobile Card PIN, NFC-Enabled Sleeve or NFC SIM Card; or
 - (ii) you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Card, Mobile Card number, Mobile Card PIN,

NFC-Enabled Sleeve or NFC SIM Card. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Mobile Card, Mobile Card number, Mobile Card PIN, NFC-Enabled Sleeve or NFC SIM Card may be treated as your gross negligence.

- dd. You may terminate your Mobile Card (with or without terminating your card in plastic card form). If you wish to terminate your Mobile Card, you have to give notice through such channel (including writing to us or via designated service hotline) accepted by us from time to time AND:
- (i) (if you use the Mobile Card in a Smartphone with NFC Sleeve) return the NFC-Enabled Sleeve to us; or
 - (ii) (if you use the Mobile Card in an NFC SIM Card Smartphone) destroy the NFC SIM Card or use your NFC SIM Card Smartphone to complete a download of the Termination Script.
- ee. The primary Mobile Card cardholder or the additional cardholder may terminate the Mobile Card issued to that additional cardholder (with or without terminating his additional card in plastic card form). In order to terminate such Mobile Card, the primary Mobile Card cardholder or the Additional Cardholder have to give notice through such channel (including writing to us or via designated service hotline) accepted by us from time to time AND do one of the following, as appropriate: (i) return to us the NFC-Enabled Sleeve, (ii) destroy the NFC SIM Card of that additional cardholder or (iii) use the NFC SIM Card Smartphone of that additional cardholder to complete a download of the Termination Script. If you are a primary Mobile Card cardholder, you may terminate your Mobile Card whilst continuing the Mobile Card issued to any additional cardholder.
- ff. If you do not return the NFC-Enabled Sleeve to us, destroy the NFC SIM Card or complete a download of the Termination Script (as appropriate), you will continue to be liable for any Contactless Transactions effected with your Mobile Card even if we have received your termination notice.
- gg. If you terminate the service of the Mobile Network Operator who provides the NFC SIM Card to you, the Mobile Card in your NFC SIM Card Smartphone will be terminated. You should notify us as soon as reasonably practicable in a manner accepted by us if your Mobile Network Operator's service is terminated by you or by the Mobile Network Operator.
- hh. We may terminate your Mobile Card (with or without terminating your card in plastic card form) at any time without giving you prior notice or any reason.
- ii. We have the right to vary the terms and conditions of the Addendum 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 Card is terminated by you in accordance with the Addendum before the date on which that variation takes effect.

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

Definitions

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

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

HSBC Mobile Banking App means HSBC Mobile Banking App that you may download from relevant app store.

Mobile Card means a form of the card that can be used for effecting Contactless Transactions only. Such Mobile Card has to be installed and activated by downloading the HSBC Mobile Banking App to, and launching the Mobile Payments Function in, an NFC Smartphone.

Mobile Card PIN is defined in paragraph (u).

Mobile Network Operator means a telecommunications provider accepted by us from time to time for providing NFC SIM Card to support the Mobile Card.

Mobile Payments Function means the contactless payment application provided through the HSBC Mobile Banking App from time to time.

NFC-Enabled Sleeve means a smartphone sleeve (protective sleeve look-alike) with NFC reader or writer provided by us to allow you to launch the Mobile Payments Function in a smartphone.

NFC SIM Card means a smartphone SIM card with NFC capabilities.

NFC Smartphone means a smartphone with near-field communication ("**NFC**") capabilities, which may be a smartphone with an NFC-Enabled Sleeve attached to it ("**Smartphone with NFC Sleeve**") or a smartphone with an NFC SIM Card ("**NFC SIM Card Smartphone**").

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

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

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

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

Termination Script means a programming instruction sent to you for the purpose of disabling your Mobile Card.

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

Effective from 1 May 2017

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