

Notice of Changes on the Personal Instalment Loan Terms and Conditions / Personal Tax Loan Terms and Conditions

The following new Clause 10 will be added to our Personal Instalment Loan Terms and Conditions / Personal Tax Loan Terms and Conditions with effect from **16 February 2017**:

10. Payments without deduction

- (a) All payments to us under or in connection with the Loan (including principal, 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 Loan. 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 Loan.
- (b) You agree that any termination of the Loan is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of the Loan, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if the Loan is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with the Loan, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated the Loan.
- (c) You hereby confirm that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of the Loan whether under applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
- (d) This Clause 10 will continue to be effective after the termination of the Loan.

Please note that the above amendments shall be binding on you if you continue to retain your Personal Instalment Loan / Personal Tax Loan (as applicable) on or after **16 February 2017**.

If you decline to accept the above amendments, you have the right to terminate your Personal Instalment Loan / Personal Tax Loan (as applicable) according to the relevant provision under the applicable Personal Instalment Loan Terms and Conditions / Personal Tax Loan Terms and Conditions before the amendments come into effect. If you have any queries, please call our Customer Service Hotline on (852) 2233 3000 for enquiries. For HSBC Premier customers or Advance customers, you are also welcome to call the respective HSBC Premier Hotline on (852) 2233 3322 or HSBC Advance Hotline on (852) 2748 8333 for enquiries.

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail

January 2017

有關分期「萬應錢」貸款條款及細則／交稅「萬應錢」貸款條款及細則的修訂通知

由2017年2月16日起，分期「萬應錢」貸款條款及細則／交稅「萬應錢」貸款條款及細則將新增以下第10條：

10. 不得從付款中扣減款項

- (a) 所有根據或有關貸款作出的付款（包括本金、利息、費用及收費）必須全數向本行支付。閣下不得從閣下根據或有關貸款作出的任何付款中扣除本行欠下閣下的任何款項。如根據適用法律或法規須扣除稅款或類似的收費，或因任何其他原因須作出扣除，或本行之後須根據適用法律或法規退還任何所收到的支付欠款的款項，閣下必須補足差額，以確保本行全數收到根據或有關貸款應付的款項。
- (b) 閣下同意，作為終止貸款的先決條件，本行所收到的還款不會於其後須根據任何適用法律或法規被退還或扣減。當終止貸款後，若本行之後須根據適用法律或法規退還任何所收到的還款，或當終止貸款時，若本行並未全數收到償還欠款的款項，則閣下仍然有責任支付差額或任何餘款，以確保本行能全數收到根據或有關貸款應付的款項，而本行有權向閣下追討該差額或任何餘款，猶如本行從未終止貸款。
- (c) 閣下確認，根據香港的適用法律或法規，或任何其他閣下可能居住的國家的適用法律或法規項下有關貸款的任何預扣稅義務或其他扣減或預扣義務（無論是稅務或任何其他原因的扣減或預扣）均為閣下的責任。閣下將應本行的要求從速向本行提供本行認為滿意的證據，以證明閣下已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果，包括任何機構可能就此向本行作出的任何申索，閣下確保本行不會招致任何損失，並同意應要求對本行作出全部彌償。
- (d) 本第10條於終止貸款後仍然繼續有效。

謹請注意，如您在2017年2月16日或之後繼續持有有關分期「萬應錢」貸款／交稅「萬應錢」貸款（如適用），上述修訂將對您具有約束力。

如您不接納上述修訂，您有權在有關修訂生效前根據分期「萬應錢」貸款條款及細則／交稅「萬應錢」貸款條款及細則（如適用）中列明的有關條款終止貸款。如您有任何查詢，請致電客戶服務熱線（852）2233 3000。若您是滙豐卓越理財或運籌理財客戶，亦歡迎分別致電滙豐卓越理財服務熱線（852）2233 3322或滙豐運籌理財服務熱線（852）2748 8333查詢有關詳情。

如中英文版本有任何歧義，概以英文版為準。

2017年1月