

## 滙豐分期「萬應錢」及滙豐循環「萬應錢」的重要資訊

### Important information of HSBC's Personal Instalment Loan and HSBC's Revolving Credit Facility

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[Terms and Conditions for HSBC's Personal Instalment Loan Promotion](#)



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

參考編號 Reference number: Y24-U2-LPIL61/CPA/TnC

由香港上海滙豐銀行有限公司刊發

Issued by The Hongkong and Shanghai Banking Corporation Limited

## 滙豐分期「萬應錢」推廣之條款及細則

### 優惠推廣期

1. 優惠推廣期為2024年2月1日至2024年3月5日。

### 優惠詳情

2. 您可憑於推廣期內獲批核的分期「萬應錢」貸款（「貸款」）獲享現金回贈及「獎賞錢」。

### 如何獲享優惠

3. 成功申請優惠：

- (a) 如您於推廣期內申請並獲批核的貸款達指定貸款額及還款期，可享高達港幣8,888元現金回贈。有關不同貸款額及還款期可獲得之現金回贈金額如下：
- 於推廣期內申請並獲批核還款期為60個月的貸款，而獲批核貸款額達港幣100,000元但少於港幣300,000元，可獲享港幣500元現金回贈；或獲批核貸款額達港幣300,000元但少於港幣1,000,000元，可獲享港幣1,500元現金回贈；或獲批核貸款額達港幣1,000,000元但少於港幣1,500,000元，可獲享港幣2,000元現金回贈；或獲批核貸款額達港幣1,500,000元或以上，可獲享港幣8,888元現金回贈；或
  - 於推廣期內申請並獲批核還款期為25個月至59個月的貸款，而獲批核貸款額達港幣100,000元但少於港幣300,000元，可獲享港幣500元現金回贈；或獲批核貸款額達港幣300,000元但少於港幣1,000,000元，可獲享港幣1,500元現金回贈；或獲批核貸款額達港幣1,000,000元但少於港幣1,500,000元，可獲享港幣2,000元現金回贈；或獲批核貸款額達港幣1,500,000元或以上，可獲享港幣6,000元現金回贈；或
  - 於推廣期內申請並獲批核還款期為12個月至24個月的貸款，而獲批核貸款額達港幣100,000元但少於港幣300,000元，可獲享港幣200元現金回贈；或獲批核貸款額達港幣300,000元但少於港幣1,000,000元，可獲享港幣400元現金回贈；或獲批核貸款額達港幣1,000,000元但少於港幣1,500,000元，可獲享港幣750元現金回贈；或獲批核貸款額達港幣1,500,000元或以上，可獲享港幣2,700元現金回贈。
- (b) 如您持有合資格信用卡並於推廣期內申請並獲批核的貸款達指定貸款額及還款期，可享高達\$5,000「獎賞錢」。有關不同貸款額及還款期可獲得之「獎賞錢」如下：
- 於推廣期內申請並獲批核還款期為60個月的貸款，而獲批核貸款額達港幣100,000元但少於港幣300,000元，可獲享\$500「獎賞錢」；或獲批核貸款額達港幣300,000元但少於港幣1,000,000元，可獲享\$1,500「獎賞錢」；或獲批核貸款額達港幣1,000,000元但少於港幣1,500,000元，可獲享\$2,000「獎賞錢」；或獲批核貸款額達港幣1,500,000元或以上，可獲享\$5,000「獎賞錢」；或
  - 於推廣期內申請並獲批核還款期為25個月至59個月的貸款，而獲批核貸款額達港幣100,000元但少於港幣300,000元，可獲享\$500「獎賞錢」；或獲批核貸款額達港幣300,000元但少於港幣1,000,000元，可獲享\$1,500「獎賞錢」；或獲批核貸款額達港幣1,000,000元但少於港幣1,500,000元，可獲享\$2,000「獎賞錢」；或獲批核貸款額達港幣1,500,000元或以上，可獲享\$3,000「獎賞錢」；或
  - 於推廣期內申請並獲批核還款期為12個月至24個月的貸款，而獲批核貸款額達港幣100,000元但少於港幣300,000元，可獲享\$200「獎賞錢」；或獲批核貸款額達港幣300,000元但少於港幣1,000,000元，可獲享\$400「獎賞錢」；或獲批核貸款額達港幣1,000,000元但少於港幣1,500,000元，可獲享\$750「獎賞錢」；或獲批核貸款額達港幣1,500,000元或以上，可獲享\$2,000「獎賞錢」。

4. 遞交證明文件優惠：

如您於推廣期內成功遞交所須的證明文件並獲批核達港幣100,000元或以上的貸款額，您可獲享港幣300元現金回贈。如就您的貸款申請無要求任何證明文件，此優惠將不適用。

### 獲享優惠前須注意事項

- 您於本推廣只可享各項優惠一次。
- 現金回贈金額將全數於2024年6月30日或之前（「優惠過賬日」）存入您的貸款還款戶口，而不會作出通知。您須確保貸款還款戶口於優惠過賬日當天仍然生效，以享優惠。
- 「獎賞錢」將全數於優惠過賬日或之前自動誌入於我們紀錄中您於推廣期內累積合資格簽賬之簽賬淨額最高的合資格信用卡戶口內，而不會作出通知。您須確保貸款戶口及合資格信用卡戶口於在整個推廣期及直至獲享優惠時仍然有效及信用狀況良好，以享優惠。
- 您若於優惠過賬日當天或之前取消貸款，將不可獲享優惠。如您選擇提前還款，將須退回適用的推廣優惠下所獲享的現金回贈及「獎賞錢」。
- 同一合資格信用卡戶口下的基本卡持卡人與附屬卡持卡人可各自以其合資格信用卡獲享優惠。如持卡人為綜合戶口附屬卡持卡人，則主卡及附屬卡持卡人均可享用已誌入該附屬卡戶口內的額外「獎賞錢」。
- 此優惠下的額外「獎賞錢」並不包括「獎賞錢」計劃中可獲享的基本「獎賞錢」。
- 合資格信用卡及「獎賞錢」計劃的條款及細則繼續適用。
- 您不可將優惠兌換現金、其他貨品、服務、折扣或轉讓。
- 如我們認為您有任何欺詐或濫用行為，您將不可獲享優惠。我們亦可從您的信用卡扣除您已獲享的「獎賞錢」或任何已享用的優惠，或取消您的信用卡。
- 我們可更改或終止優惠或修改條款及細則。有關最新之優惠內容、供應及條款及細則，請參閱我們的網頁。
- 我們及滙豐集團成員的職員不可享有此推廣優惠。
- 就本推廣如有任何爭議，我們保留最終決定權。
- 我們根據香港法例撰寫優惠之條款及細則。本推廣資料及本條款及細則的中英文本如有任何歧義或不一致，概以英文本為準。

### 詞彙定義

- 「合資格信用卡」指由香港上海滙豐銀行有限公司（及其繼承人及受讓人）於香港發出的港幣個人基本卡、綜合、獨立戶口附屬卡及以港幣戶口簽賬的銀聯雙幣信用卡。若您只持有附屬卡而未持有任何個人基本卡，該附屬卡將不可獲享優惠。
- 「簽賬淨額」指合資格信用卡的最後簽賬金額，所有折扣扣除的金額及現金券／禮物卡之使用均不會計算在內。

借定唔借？還得到先好借！

## Terms and Conditions for HSBC's Personal Instalment Loan Promotion

### When can you enjoy the offer

1. The promotional period for the offer is from 1 February 2024 to 5 March 2024.

### What is the offer

2. You can enjoy cash rebate and RewardCash for your approved application of Personal Instalment Loan ("Loan") during the promotional period.

### How can you enjoy the offer

3. Successful Application Offer:

(a) If you submit a Loan application and the Loan is approved during the promotional period with the designated Loan amount and repayment period, you will be eligible for a cash rebate of up to HK\$8,888. The cash rebate amounts for different Loan amounts and repayment periods are as follows:

- Submit a Loan application and the Loan is approved during the promotional period with a repayment period of 60 months, you will be eligible for a HK\$500 cash rebate for an approved Loan amount of HK\$100,000 to less than HK\$300,000, or a HK\$1,500 cash rebate for an approved Loan amount of HK\$300,000 to less than HK\$1,000,000, or a HK\$2,000 cash rebate for an approved Loan amount of HK\$1,000,000 to less than HK\$1,500,000, or a HK\$8,888 cash rebate for an approved Loan amount of HK\$1,500,000 or above; or
- Submit a Loan application and the Loan is approved during the promotional period with a repayment period of 25 months to 59 months, you will be eligible for a HK\$500 cash rebate for an approved Loan amount of HK\$100,000 to less than HK\$300,000, or a HK\$1,500 cash rebate for an approved Loan amount of HK\$300,000 to less than HK\$1,000,000, or a HK\$2,000 cash rebate for an approved Loan amount of HK\$1,000,000 to less than HK\$1,500,000, or a HK\$6,000 cash rebate for an approved Loan amount of HK\$1,500,000 or above; or
- Submit a Loan application and the Loan is approved during the promotional period with a repayment period of 12 months to 24 months, you will be eligible for a HK\$200 cash rebate for an approved Loan amount of HK\$100,000 to less than HK\$300,000, or a HK\$400 cash rebate for an approved Loan amount of HK\$300,000 to less than HK\$1,000,000, or a HK\$750 cash rebate for an approved Loan amount of HK\$1,000,000 to less than HK\$1,500,000, or a HK\$2,700 cash rebate for an approved Loan amount of HK\$1,500,000 or above.

(b) If you hold an Eligible Credit Card, submit a Loan application and the Loan is approved during the promotional period with the designated Loan amount and repayment period, you will be eligible for up to \$5,000 RewardCash. The RewardCash amounts for different Loan amounts and repayment periods are as follows:

- Submit a Loan application and the Loan is approved during the promotional period with a repayment period of 60 months, you will be eligible for a \$500 RewardCash for an approved Loan amount of HK\$100,000 to less than HK\$300,000, or a \$1,500 RewardCash for an approved Loan amount of HK\$300,000 to less than HK\$1,000,000, or a \$2,000 RewardCash for an approved Loan amount of HK\$1,000,000 to less than HK\$1,500,000, or a \$5,000 RewardCash for an approved Loan amount of HK\$1,500,000 or above; or
- Submit a Loan application and the Loan is approved during the promotional period with a repayment period of 25 months to 59 months, you will be eligible for a \$500 RewardCash for an approved Loan amount of HK\$100,000 to less than HK\$300,000, or a \$1,500 RewardCash for an approved Loan amount of HK\$300,000 to less than HK\$1,000,000, or a \$2,000 RewardCash for an approved Loan amount of HK\$1,000,000 to less than HK\$1,500,000, or a \$3,000 RewardCash for an approved Loan amount of HK\$1,500,000 or above; or
- Submit a Loan application and the Loan is approved during the promotional period with a repayment period of 12 months to 24 months, you will be eligible for a \$200 RewardCash for an approved Loan amount of HK\$100,000 to less than HK\$300,000, or a \$400 RewardCash for an approved Loan amount of HK\$300,000 to less than HK\$1,000,000, or a \$750 RewardCash for an approved Loan amount of HK\$1,000,000 to less than HK\$1,500,000, or a \$2,000 RewardCash for an approved Loan amount of HK\$1,500,000 or above.

4. Document Submission Offer:

If you submit the supporting document(s) required by us for a Loan application and a Loan of HK\$100,000 or above is approved during the promotional period, you will be eligible for a cash rebate of HK\$300. This offer is not applicable if we do not require submission of supporting document for the Loan application.

### Read before you enjoy the offer

5. You are entitled to enjoy the offer(s) only once under this promotion.
6. The cash rebate will be credited to your Loan repayment account on or before 30 June 2024 (the "Offer Credit Date") without further notice. You have to ensure your Loan repayment accounts are still valid on the Offer Credit Date in order to enjoy the offer(s).
7. The RewardCash will be credited to you on or before the Offer Credit Date without further notice to your Eligible Credit Card account with the highest Net Spending Amount of Eligible Transactions maintained in our record during the promotional period. You have to ensure your Loan repayment accounts and Eligible Credit Card account are valid and in good standing during the promotional period and until the offer credit date in order to enjoy the offer(s).
8. If you cancel your Loan on or before the Offer Credit Date, you will not be eligible for the offer(s). You shall be required to return to us any cash rebate and RewardCash earned under the applicable promotional offer(s) in case of early repayment of the Loan.
9. Each of the primary cardholder and additional cardholders under the same Eligible Credit Card account can enjoy the offer using their own Eligible Credit Cards. If the cardholder is a combined additional credit cardholder, both the primary and the additional cardholders will be able to use the extra RewardCash credited to the credit card account of the combined additional card.
10. The extra RewardCash under this promotion will be awarded in addition to the basic RewardCash under the RewardCash Programme that we offer.
11. The terms and conditions of the Eligible Credit Card and RewardCash Programme will apply.
12. You cannot exchange the offer for cash, other products, services or discounts or transfer the offer.

13. If we believe that you have acted in a fraudulent or abusive way, you will not be able to enjoy the offer and we can deduct the extra RewardCash, or debit your credit card to take back any offer you have enjoyed, or cancel your credit card.
14. We can change or cancel the offer(s) or amend the terms and conditions. Please check our website for the latest details, availability and terms and conditions of the offer(s).
15. Our employees and the employees of other members of the HSBC Group are not eligible for this promotion.
16. In case of any dispute arising out of this promotion, our decision shall be final and conclusive.
17. We write the terms and conditions of the offer(s) under Hong Kong laws. In the event of any discrepancy or inconsistency between the English version and the Chinese version of the promotional materials and these terms and conditions, the English version shall prevail.

**What these terms mean**

1. "Eligible Credit Card" means any Hong Kong Dollar personal primary, combined additional, separate additional credit cards or UnionPay Dual Currency Credit Cards (applicable to Hong Kong Dollar sub-account only) issued by The Hongkong and Shanghai Banking Corporation Limited in Hong Kong (and its successors and assigns). If you are holding an additional credit card only and do not hold any primary credit card, such additional card is not eligible for the offer.
2. "Net Spending Amount" means the final transaction amount charged to the Eligible Credit Card after all applicable discounts, reductions and use of vouchers/gift cards.

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

## 滙豐循環「萬應錢」推廣之條款及細則

### 優惠推廣期

1. 優惠推廣期為2024年2月1日至2024年4月9日。

### 優惠詳情

2. 您可憑於推廣期內獲批核的循環「萬應錢」貸款（「貸款」）獲享現金回贈。

### 如何獲享優惠

3. 您必須於推廣期內指定電子渠道（包括本行網頁hsbc.com.hk、滙豐網上理財及滙豐流動理財應用程式）遞交貸款申請及獲批核貸款額達港幣100,000元或以上，方可於電子渠道尊享優惠下獲享港幣100元現金回贈。
4. 您必須於推廣期內成功遞交我們所要求申請貸款的證明文件及獲批核貸款額達港幣100,000元或以上，方可於遞交證明文件優惠下獲享港幣100元現金回贈。遞交證明文件優惠不適用於我們並無要求遞交任何證明文件的貸款申請。

### 獲享優惠前須注意事項

5. 您於本推廣只可享各項優惠一次。
6. 現金回贈金額將全數於下述優惠過賬日或之前（「優惠過賬日」）存入您的貸款還款戶口，而不會作出通知。優惠過賬日將根據您的貸款申請及批核日期而定。您須確保貸款還款戶口於優惠過賬日當天仍然生效，以享優惠。

您的貸款申請及批核日期	優惠過賬日
2024年2月1日至2024年3月6日	2024年6月30日或之前
2024年3月7日至2024年4月9日	2024年7月31日或之前

7. 您若於優惠過賬日當天或之前取消貸款，將不可獲享優惠。
8. 我們可更改或終止優惠或修改條款及細則。有關最新之優惠內容、供應及條款及細則，請參閱我們的網頁。
9. 我們及滙豐集團成員的職員不可享有此推廣優惠。
10. 就本推廣如有任何爭議，我們保留最終決定權。
11. 我們根據香港法例撰寫優惠之條款及細則。本推廣資料及本條款及細則的中英文本如有任何歧義或不一致，概以英文本為準。

借定唔借？還得到先好借！

## Terms and Conditions for HSBC's Revolving Credit Facility Promotion

### When can you enjoy the offer

1. The promotional period for the offer is from 1 February 2024 to 9 April 2024.

### What is the offer

2. You can enjoy cash rebate for your approved application of Revolving Credit Facility (the "Loan") during the promotional period.

### How can you enjoy the offer

3. To be eligible for the HK\$100 cash rebate under the Digital Channel Exclusive Offer, you must submit a Loan application via designated digital channels (including our website [hsbc.com.hk](http://hsbc.com.hk), HSBC Online Banking and HSBC HK App) and the Loan of HK\$100,000 or above must be approved during the promotional period.
4. To be eligible for the HK\$100 cash rebate under the Document Submission Offer, you must submit the supporting document(s) required by us for a Loan application and the Loan of HK\$100,000 or above must be approved during the promotional period. The Document Submission Offer is not applicable to loan applications on which we do not require submission of any supporting document.

### Read before you enjoy the offer

5. You are entitled to enjoy the offer(s) only once under this promotion.
6. The cash rebate will be credited to your Loan repayment account on or before the below specified offer credit date (the "Offer Credit Date") without further notice. The Offer Credit Date shall be determined based on your Loan application and approval date. You have to ensure your Loan repayment accounts are still valid on the Offer Credit Date in order to enjoy the offer(s).

Your Loan application and approval date	Offer Credit Date
1 February 2024 to 6 March 2024	On or before 30 June 2024
7 March 2024 to 9 April 2024	On or before 31 July 2024

7. If you cancel your Loan on or before the Offer Credit Date, you will not be eligible for the offer(s).
8. We can change or cancel the offer(s) or amend the terms and conditions. Please check our website for the latest details, availability and terms and conditions of the offer(s).
9. Our employees and the employees of other members of the HSBC Group are not eligible for this promotion.
10. In case of any dispute arising out of this promotion, our decision shall be final and conclusive.
11. We write the terms and conditions of the offer(s) under Hong Kong laws. In the event of any discrepancy or inconsistency between the English version and the Chinese version of the promotional materials and these terms and conditions, the English version shall prevail.

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

**「萬應錢」貸款計劃條款及細則**

**分期「萬應錢」貸款條款及細則**

如本行批核閣下分期「萬應錢」貸款或再提取分期「萬應錢」貸款（「貸款」）的申請，本行會在扣除任何適用費用及收費後，把貸款金額存入閣下的戶口。其後，閣下會獲專函通知（「通知函」）。

**1. 適用條款及細則**

閣下須遵守並會受下列條款及細則約束：

- (a) 本行一般條款及細則；
- (b) (如閣下使用自動櫃員機服務) 本行自動櫃員機卡條款及細則；及
- (c) 本分期「萬應錢」貸款條款及細則（「**本條款及細則**」）。

如自動櫃員機卡條款及細則及一般條款及細則與本條款及細則有任何不一致，概以本條款及細則為準。

**2. 還款安排**

2.1 本行會於通知函上所列的還款日從還款戶口扣除每月還款金額。若還款日為非銀行營業日，本行將會於下一個銀行營業日扣除該金額。

2.2 本行有權分配每月還款金額中清還本金與利息所佔的比例。

2.3 如閣下在清還貸款下所欠款項有任何困難，應盡早通知本行。閣下的姓名、地址及職業如有任何更改，亦須書面通知本行。

**3. 利息**

3.1 閣下首次所須支付的利息會根據首個還款日與提取貸款日相距按比例計算。

3.2 如閣下所指定的首個還款日與提取貸款日相距超過一個月，閣下須繳付延遲還款利息。延遲還款利息按貸款金額以本行當時設定的利率逐日計算。

3.3 有關再提取貸款（如適用），本行會致函通知閣下有關於再提取貸款的還款期、利率及每月還款金額。新的利率會按總貸款金額，即貸款本金結欠及獲批核的再提取貸款金額的總和計算。

3.4 本行有權不時更改適用於貸款的利率，而無需給予任何理由。

**4. 逾期費用**

如閣下未能依期清還全數每月還款金額（包括因為還款戶口未有足夠款項），本行可能（在不另通知的情況下）：

- (a) 就每次未能依期清還徵收逾期費用；及
- (b) 徵收按任何逾期未付的每月還款金額及根據本行當時設定的利率所計算的利息（包括法院判決之前或之後）。利息由到期日起計至實際還款日或至本行要求閣下清還剩餘未清還的借款本金之日為止（以兩者較先者為準）。

**5. 提前還款**

閣下可在最終還款日前提前一次過全數清還貸款下未清還的本金，但本行不接受部份還款。如閣下選擇提前還款，本行會收取相等於未清還的本金之一定百分比的費用，而該百分比會由本行屆時設定。於提前還款時，閣下須退回適用的推廣優惠（視乎推廣優惠條款及細則）。

**6. 被要求清還**

本行有權要求閣下在任何時間全數清還貸款下未清還的本金。如本行行使此權利，閣下須支付：

- (a) 貸款未清還的本金；及
- (b) 按本行當時設定的利率計算的利息，利息會按剩餘未清還的貸款本金以及任何逾期未付的每月還款連同任何應付但未付的利息收取，由閣下被要求還款之日起計，至還款日止（包括法院判決之前或之後）。

**7. 費用及收費**

7.1 如閣下未能清還任何已到期的欠款，或違反本條款及細則，本行可強制執行本行的權利或採取補救方法收回或追討貸款下的欠款。本行有權為該等目的聘用代理人或服務供應商。就本行為收回或追討任何欠款而合理地招致並金額合理的所有成本（包括法律費用）及開支，閣下須對本行作出彌償及向本行付還。

7.2 本行有權利向閣下收取通知函上所列有關處理貸款的手續費／保費／再提取貸款收費（適用於再提取貸款申請），該等款項可由本行根據第9條所述作出不時調整。閣下授權本行從獲批核貸款額內扣除手續費／保費／（適用於再提取貸款申請）再提取貸款收費，但若閣下要求本行在獲批核貸款額外借出相當於手續費／保費／再提取貸款收費的金額並將該金額作為貸款的一部份處理，本行就批核或拒絕該要求有最終決定權。如本行批核此要求，閣下須按總貸款金額（即原有貸款及獲批核的額外金額的總和）繳付利息。

**8. 抵銷**

除法律或任何合約下授予的任何一般抵銷權或其他權利外，本行亦有權在無需事先通知閣下的情況下：

- (a) 將任何在貸款下未清還的款項及閣下在本條款及細則下應付予本行的任何款項與閣下於本行維持的任何其他戶口的結欠合併或綜合計算；及
- (b) 以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉賬，用以清還貸款下所欠本行的款項及閣下在本條款及細則下應付予本行的任何款項。

**9. 更改條款及細則、收費及費用**

9.1 本行有權不時更改本條款及細則及有關貸款的利率、收費（包括再提取貸款收費）、保費、銷費及其他費用的金額或百分率，以本行認為適當的方式給予閣下事先通知。除非閣下在更改生效前清還全數貸款，閣下須受有關更改約束。

9.2 各項費用及收費（包括適用利率及金額的詳細資料）已刊登在本行的收費表上。該收費表已發佈於本行網站，閣下亦可向在香港的任何分行索取。

**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。

#### **11. 銷售人員薪酬**

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

#### **12. 共同及各別的法律責任**

如閣下及任何其他人共同簽署或同意受本條款及細則約束：

- (a) 各人須就貸款或本條款及細則的責任及債務共同及各別負責；及
- (b) 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。

#### **13. 管轄法律及管轄權**

本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。

#### **14. 爭議**

如有任何爭議，本行保留最終決定權。

#### **15. 監管規定**

本條款及細則受現行監管規定約束。

#### **16. 語言**

本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

#### **17. 第三者權利**

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

#### **定義**

**香港**指中華人民共和國香港特別行政區。

**還款戶口**指閣下指定的還款戶口。

**本行或本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

**閣下或閣下的**指獲本行批核貸款的人士。



## 循環「萬應錢」貸款條款及細則

如閣下申請循環「萬應錢」貸款（「**循環貸款**」）獲本行批核，閣下會獲專函通知（「**通知函**」）。

### 1. 適用條款及細則

閣下須遵守並會受下列條款及細則約束：

- (a) 本行一般條款及細則；
- (b) (如閣下使用自動櫃員機服務) 本行自動櫃員機卡條款及細則；及
- (c) 本循環「萬應錢」貸款條款及細則（「**本條款及細則**」）。

如自動櫃員機卡條款及細則及一般條款及細則與本條款及細則有任何不一致，概以本條款及細則為準。

### 2. 提款安排

如本行批核閣下循環貸款的申請，閣下須全數提取獲批核的貸款額（「**信貸額**」），本行會立即把相當於信貸額的金額在扣除任何適用年費後存入閣下所指定的還款戶口。

### 3. 費用

- (a) 不可退還的年費  
本行初次批核或每年續批循環貸款時，閣下須立即繳付一筆根據本行不時設定的收費率計算的年費（如適用），此年費一經繳付，本行在任何情況下均不會退回。本行會從設立循環貸款的戶口（「**貸款戶口**」）扣除年費。
- (b) 增加信貸額的年費  
如本行在年中批核增加閣下的信貸額，閣下須立即繳付一筆按所增加的金額計算的年費。此年費會按比例計算，一經繳付，本行在任何情況下均不會退回。
- (c) 本行的扣起或扣除權  
本行有權從循環貸款的提款額中扣起及／或扣除第3 (a) 條及第3 (b) 條的費用（如適用）及其他有關費用，然後將餘額付予閣下。

### 4. 利息

- (a) 閣下須就循環貸款根據本行不時設定的利率繳付利息。利息會根據閣下的貸款戶口的結欠逐日計算，並須每月繳付。本行會每月於貸款戶口內扣除應付的利息。
- (b) 本行不會為貸款戶口下的任何結餘支付利息。

### 5. 月結單

一般情況下，本行會每月在通知函上所列的結單日（「**結單日**」）把月結單寄予閣下。月結單會列明：

- (a) 貸款戶口在結單日未清還的總結欠（「**總結欠**」）；
- (b) 閣下當時應付的金額（即過期還款額、未經授權透支金額及每月最低還款金額的總和）（「**最低還款金額**」）；及
- (c) 最後付款日期（「**還款日**」）。

### 6. 還款安排

- (a) 每月最低還款金額會根據通知函上所列的方式計算，本行亦可根據第9條不時作出調整。
- (b) 受本行的正常條款及細則規限下，本行接受以支票或其他方式清還總結欠的任何部份欠款。
- (c) 如閣下未能在還款日或該日前清還最低還款金額，本行有權在還款日後從閣下的還款戶口中扣除剩餘未清還的金額。
- (d) 在不限制或不削減本條款及細則的其他條文的效力的前提下，如本行從閣下的還款戶口中扣除剩餘未清還的金額（如第6 (c) 條所提及）後，最低還款金額仍未能在還款日或該日前全數清還，本行會把未清還的金額計算在過期還款額內。本行可能在不另通知的情況下，按通知函上所列的金額或利率徵收逾期費用，本行亦可根據第9條不時調整逾期費用。本行會於還款日後從貸款戶口支取該逾期費用。

### 7. 本行的其他權利

- (a) 如總結欠超出信貸額，本行有權支取在通知函上所列的未經授權透支手續費，本行亦可根據第9條不時調整未經授權透支手續費。本行會從貸款戶口內支取該未經授權透支手續費。
- (b) 如閣下在還款日未能清還最低還款金額，本行有權暫停閣下從循環貸款提取款項。
- (c) 如閣下要求在貸款戶口進行增加信貸額或於自動櫃員機或櫃檯（或以其他本行不時認可的方式）提取現金，本行有權就處理閣下之要求收取手續費。
- (d) 本行有權隨時：
  - (i) 增加、遞減、取消、終止或暫停循環貸款；
  - (ii) 不允許循環貸款下的提款；
  - (iii) 要求閣下立刻清還貸款戶口的總結欠及所有利息。
- (e) 本行有權隨時從閣下的還款戶口內扣除欠款、利息及所有其他根據本條款及細則所欠本行的金額和費用，而無需事先通知閣下或給予任何理由。
- (f) 閣下同意本行可在任何時候透過本行決定之任何方式支取閣下循環「萬應錢」貸款戶口以退還該戶口內部分或全部結餘，包括轉賬至閣下於本行持有的任何銀行戶口，而無需事先通知。

### 8. 通知

- (a) 如閣下會離開香港一個月以上，應在離境前安排清還會於離港期間到期的循環貸款下所欠的任何金額。
- (b) 如閣下在清還循環貸款下所欠金額方面有任何困難，應盡早通知本行。閣下的姓名、地址及職業如有任何更改，亦須書面通知本行。
- (c) 若本行根據本條款及細則按最後報稱的地址向閣下發出任何通知，閣下會於本行郵寄該通知後兩日被視為已收到該通知。

### 9. 更改條款及細則、收費及費用

- 9.1 有關循環貸款的費用、收費及利息的金額或百分率均列於通知函內或以其他方式通知閣下，及已刊登在本行的收費表上。該收費表已發佈在本行的網站，閣下亦可向在香港的任何分行索取。如閣下需要本行提供其他服務而該項服務並無列於通知函內，本行會依照「滙豐財富管理及個人銀行業務服務費用簡介」收取有關費用。
- 9.2 本行有權不時更改本條款及細則、有關的費用及收費的金額或百分率，或收取新的費用及收費。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於任何更改生效前取消循環貸款及清還全數剩餘未清還的金額，否則閣下須受有關更改約束。

## 10. 不得從付款中扣減款項

- (a) 所有根據或有關循環貸款作出的付款（包括貸款戶口未清還的結欠、利息、費用及收費）必須全數向本行支付。閣下不得從閣下根據或有關循環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循環貸款應付的款項。
- (b) 閣下同意，作為終止循環貸款的先決條件，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。當終止循環貸款後，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，或當終止循環貸款時，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循環貸款應付的款項，而本行有權向閣下追討該差額或任何餘款，猶如本行從未終止循環貸款。
- (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循環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條於終止循環貸款後仍然繼續有效。

## 11. 抵銷

除法律或任何合約下授予的任何一般抵銷權或其他權利外，本行亦有權在無需事先通知閣下的情況下：

- (a) 將任何在循環貸款下未清還的款項及閣下在本條款及細則下應付予本行的任何款項與閣下於本行維持的任何其他戶口的結欠合併或綜合計算；及
- (b) 以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉賬，用以清還閣下在循環貸款下所欠本行的款項及閣下在本條款及細則下應付予本行的任何款項。

## 12. 存入信貸戶口款項的應用

- (a) 本行會把存入貸款戶口的款項或其他進賬按照下列次序用作扣減循環貸款下剩餘未清還的金額：
  - (i) 首先，用作扣減法律及收賬費用、財務費用、手續費、逾期費用及其他收費及費用；
  - (ii) 其二，用作扣減所有已積累的利息；
  - (iii) 最後，用作扣減剩餘未清還的本金金額。
- (b) 在不限制或不削減第12(a)條的效力的前提下，本行可用本行認為適當的任何次序應用存入貸款戶口的款項或其他進賬，而無需預先通知閣下。

## 13. 終止循環貸款

- (a) 如(i)循環貸款已被終止或(ii)閣下破產或逝世，貸款戶口的全數欠款將立即到期，並須向本行全數清還。
- (b) 閣下或其遺產管理人須負責清還貸款戶口的欠款及其他由於循環貸款所欠的金額。在未清還上述金額前，本行有權繼續按本條款及細則收取收費及費用。

## 14. 欠款追討費用的補償

如閣下未能清還已到期的欠款，或違反本條款及細則，本行可強制執行本行的權利或採取補救方法收回或追討循環貸款下的欠款。本行有權為該等目的聘用代理人或服務供應商。就本行為收回或追討任何欠款而合理地招致並金額合理的所有成本（包括法律費用）及開支，閣下須對本行作出彌償及向本行付還。

## 15. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

## 16. 共同及個別的法律責任

如閣下及任何其他人共同簽署或同意受本條款及細則約束：

- (a) 各人須就貸款或本條款及細則的責任及債務共同及各別負責；及
- (b) 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。

## 17. 覆核

本行有權對閣下的循環貸款作出覆核，而閣下亦可隨時申請覆核信用貸額。

## 18. 管轄法律及管轄權

本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。

## 19. 語言

本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

## 20. 第三者權利

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

## 定義

**香港**指中華人民共和國香港特別行政區。

**還款戶口**指閣下指定的還款戶口。

**本行或本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

**閣下或閣下的**指獲本行批核貸款的人士。

# The Hongkong and Shanghai Banking Corporation Limited

## Personal Loan Plan Terms and Conditions

### Personal Instalment Loan Terms and Condition

If we approve your application for a Personal Instalment Loan or for redrawing a Personal Instalment Loan (the “**Loan**”), we will credit your account with the proceeds of the Loan, less any fees and charges (if applicable). We will then notify you by letter (the “**Confirmation Letter**”).

#### 1. Applicable terms and conditions

You are required to observe and will be bound by:

- (a) our General Terms and Conditions;
- (b) (if you use ATM facility) our ATM Card Terms and Conditions; and
- (c) the Personal Instalment Loan Terms and Conditions (these “**Terms and Conditions**”).

The provisions in these Terms and Conditions prevail over the provisions in the ATM Card Terms and Conditions and the General Terms and Conditions to the extent of any inconsistency between them.

#### 2. Repayment arrangements

- 2.1 We will debit from the Repayment Account the amount of each monthly repayment on the repayment date as stated in the Confirmation Letter. If a repayment date falls on a non-banking day, we will debit the Repayment Account on the following banking day.
- 2.2 We have the right to apportion the monthly repayments between payment of interest and repayment of principal as we may decide.
- 2.3 If you have any difficulty in repaying any amount outstanding under the Loan, you should notify us as soon as possible. You should also notify us in writing of any change in your name, address or employment.

#### 3. Interest

- 3.1 For the first interest payment, you are required to pay interest pro-rated based on the period between the drawdown date and the first repayment date.
- 3.2 If the first repayment date specified by you is more than one month from the drawdown date, you are required to pay daily deferred interest on the Loan amount at the rate specified by us at the time.
- 3.3 For a redrawn Loan (if applicable), we will notify you by letter of the tenor, the interest rate and monthly repayment amount applicable to the redrawn Loan. We will set the new interest rate according to the total loan amount, which is the sum of the outstanding principal under the original Loan and the approved amount of the redrawn Loan.
- 3.4 We have the right to vary the interest rate applicable to the Loan at any time without giving reasons.

#### 4. Late charges

If you fail to make any monthly repayment in full when it is due (including where there are insufficient funds in the Repayment Account), we may charge, without prior notice,

- (a) a late charge for each default; and
- (b) overdue interest on the amount of any overdue monthly repayment(s) at the rate specified by us at the time (both before and after judgment). Such interest will be charged from the due date until the date of actual repayment or until you are demanded by us to repay the outstanding principal amount of the Loan (whichever occurs first).

#### 5. Early repayment

You may repay the outstanding principal amount of the Loan (in whole but not in part) ahead of the final repayment date. If you choose to do so, we will charge a fee equal to a percentage (specified by us at the time) of the outstanding principal amount. You are required to repay applicable promotional offers in case of early repayment (subject to promotional terms and conditions).

#### 6. Repayment on demand

We have the right, at any time, to demand immediate repayment in full of the outstanding principal amount of the Loan. If we exercise such right, you are required to repay:

- (a) the outstanding principal amount of the Loan; and
- (b) interest at the rate specified by us at the time, starting from the date of demand until the date of repayment (whether before or after judgment), on the outstanding principal amount of the Loan and on any overdue monthly repayment(s) together with any accrued interest.

#### 7. Fees and charges

- 7.1 If you fail to pay any amount to us when due or if you breach these Terms and Conditions, we may enforce our rights or pursue remedies to collect or recover any outstanding amount under the Loan. 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 demanding, collecting or recovering any outstanding amount.
- 7.2 We have the right to impose a handling charge, premium or (for a redraw application) redraw charge in relation to the processing of the Loan in such an amount as stated in the Confirmation Letter (subject to any change as provided in Clause 9 below). You authorise us to deduct the amount of such handling charge, premium or (for a redraw application) redraw charge from the approved Loan amount. However, if you request us to advance an amount equivalent to the handling charge or premium in addition to the approved Loan amount to form part of the Loan, we have the final decision on whether to approve or reject your request. If we approve your request, you will have to pay interest on the total Loan amount (the original Loan amount plus the handling charge or premium, as applicable).

#### 8. Set-off

In addition to the general right of set-off or other rights conferred by law or under any agreement, we have the right, without prior notice, to:

- (a) combine or consolidate any amount outstanding under the Loan, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Loan, with the balance on any other accounts which you maintain with us; and
- (b) set off or transfer any money standing to the credit of any other accounts you maintain with us in or towards settlement of any amount owing by you to us under the Loan and any other amounts payable by you under these Terms and Conditions or in connection with the Loan.

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

9.1 We have the right to vary these Terms and Conditions, the amounts or percentages of interest rate, charges (including redraw charge), premiums, fees and disbursements applicable to the Loan from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless you fully repay the Loan before the date on which that variation takes effect.

9.2 Details of various fees and charges including the applicable rates or amounts are specified in our tariff guide available at our website or upon request at any of our branches in Hong Kong.

## 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.

## 11. 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.

## 12. Joint and several liability

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 Loan or these Terms and Conditions; and
- (b) any notice from us to any one of these persons will be considered effective notification to all other persons.

## 13. Governing law and jurisdiction

These Terms and Conditions are governed by and will be construed according to Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts.

## 14. Dispute

In case of any dispute, the decision of the Bank shall be final and conclusive.

## 15. Regulatory Requirement

These Terms and Conditions are subject to prevailing regulatory requirements.

## 16. Language

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

## 17. 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.

## Definitions

**ATM** means an automated teller machine.

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

**Repayment Account** means a repayment account designated by you.

**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 grant the Loan.

## Revolving Credit Facility Terms and Conditions

If your application for the Revolving Credit Facility (the “**Revolving Facility**”) is successful, we will notify you by a Facility Setup Confirmation Letter (the “**Confirmation Letter**”).

### 1. Applicable terms and conditions

You are required to observe and will be bound by:

- (a) our General Terms and Conditions;
- (b) (if you use ATM facility) our ATM Card Terms and Conditions; and
- (c) the Revolving Credit Facility Terms and Conditions (these “**Terms and Conditions**”).

The provisions in these Terms and Conditions prevail over the provisions in the ATM Card Terms and Conditions and the General Terms and Conditions to the extent of any inconsistency between them.

### 2. Drawdown arrangements

If we approve your application for the Revolving Facility, the full amount of the Revolving Facility (the “**Credit Limit**”) will be drawn down immediately and we will credit such amount (minus any applicable annual service fee) to the Repayment Account.

### 3. Fees

- (a) Non-refundable annual service fee  
Upon the approval or the annual renewal of the Revolving Facility, you will need to immediately pay a non-refundable annual service fee (if applicable). Such service fee will be calculated at the rate from time to time determined by us. We will deduct such service fee every year from the account to which the Revolving Facility has been granted (the “**Facility Account**”).
- (b) Service fee on increase of the Credit Limit  
If we approve an increase of the Credit Limit during the year, you will need to immediately pay an additional non-refundable service fee on the amount of increase upon our approval of such increase. Such service fee will be calculated on a pro-rata basis.
- (c) Our right to hold/deduct service fees  
We have the right to hold/deduct the service fees in Clauses 3(a) and (b) above (if applicable) and other related charges from the proceeds of the Revolving Facility and only pay the remaining balance to you.

### 4. Interest

- (a) You are required to pay interest on the Revolving Facility at an interest rate which we will set at our discretion from time to time. Interest will accrue on a daily basis on the debit balance outstanding under the Facility Account and is payable on a monthly basis. We will deduct the amount of interest payable from the Facility Account every month.
- (b) We will not pay interest on any credit balance in the Facility Account.

### 5. Statement

We will normally send you a statement every month on the statement date as referred to in the Confirmation Letter (“**Statement Date**”). In the statement, we will set out the following:

- (a) the total amount outstanding on the Facility Account on the Statement Date (the “**Outstanding Debit Balance**”);
- (b) the amount due and payable by you (which is the sum of any payment in arrears, unauthorised debit amount and the minimum monthly repayment amount) (“**Minimum Amount Payable**”); and
- (c) the date by which payment must be made to us (the “**Payment Due Date**”).

### 6. Repayment arrangements

- (a) The minimum monthly repayment amount will be calculated according to the formula set out in the Confirmation Letter (subject to any change as provided in Clause 9 below).
- (b) Subject to our normal terms and conditions, we will accept payment of any part of the Outstanding Debit Balance by cheque or other means.
- (c) If you do not pay the Minimum Amount Payable in full by the Payment Due Date, we have the right to deduct any shortfall from the Repayment Account after the Payment Due Date.
- (d) Without limiting or reducing the effect of other provisions in these Terms and Conditions, if the Minimum Amount Payable is still not paid in full by the Payment Due Date after we debit any shortfall from the credit balance in the Repayment Account (as referred to in Clause 6(c) above), we will include the unpaid portion as payment in arrears. We may charge, without prior notice, a late charge at a rate or amount set out in the Confirmation Letter (subject to any change as provided in Clause 9 below). We will deduct such late charge from the Facility Account after the Payment Due Date.

### 7. Our other rights

- (a) If the total Outstanding Debit Balance exceeds the Credit Limit, we have the right to charge an unauthorised overdraft handling charge as referred to in the Confirmation Letter (subject to any change as provided in Clause 9 below). We will deduct such handling charge from the Facility Account.
- (b) If the Minimum Amount Payable is not paid in full by the Payment Due Date, we have the right to suspend further drawings under the Revolving Facility.
- (c) We have the right to charge a handling fee for processing any request to increase the Credit Limit or for each cash withdrawal from the Facility Account effected at an ATM or over-the-counter (or by such other means as may be permitted by us from time to time).
- (d) We have the right, at any time, to:
  - (i) increase, decrease, cancel, terminate or suspend the Revolving Facility;
  - (ii) not permit drawings under the Revolving Facility; and
  - (iii) demand immediate repayment of all amounts outstanding on the Facility Account together with all accrued interest.
- (e) We also have the right to deduct any outstanding amounts and interest, as well as any fees, charges and other amounts owing under these Terms and Conditions, from the Repayment Account at any time. We are not required to give you prior notice of, or any reason for, doing so.
- (f) You agree that we may debit your Revolving Credit Facility Account to make a partial or full refund of your credit balance by any means determined by us, including making a transfer to any of your bank accounts with us, at any time without prior notice.

## 8. Notice

- (a) If you will be absent from Hong Kong for more than one month, you will make arrangements to repay any amount outstanding under the Revolving Facility that may fall due during your absence.
- (b) If you have any difficulty in repaying any amount outstanding under the Revolving Facility, you should notify us as soon as possible. You should also notify us in writing of any change in your name, address or employment.
- (c) Any notice given by us in accordance with these Terms and Conditions will be considered to have been received by you within two days of posting to your address last notified to us.

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

- 9.1 The amounts or percentages of fees, charges and interest rates applicable to the Revolving Facility will be set out in the Confirmation Letter or notified to you by other means, and are also specified in our tariff guide available at our website or upon request at any of our branches in Hong Kong. If you require any service that is not specified in the Confirmation Letter, other fees and charges as set out in our "Bank tariff guide for HSBC Wealth and Personal Banking Customers" may apply.
- 9.2 We have the right to vary these Terms and Conditions and such amounts, percentages or other fees and charges, as well as impose new 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 you cancel the Revolving Facility and repay in full all amounts outstanding under the Revolving Facility before the date on which that variation takes effect.

## 10. Payments without deduction

- (a) All payments to us under or in connection with the Revolving Facility (including outstanding amount on the Facility 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 Revolving Facility. 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 Revolving Facility.
- (b) You agree that any termination of the Revolving Facility 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 Revolving Facility, 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 Revolving Facility 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 Revolving Facility, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated the Revolving Facility.
- (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 Revolving Facility 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 Revolving Facility.

## 11. Set-off

In addition to the general right of set-off or other rights conferred by law or under any agreement, we have the right, without prior notice, to:

- (a) combine or consolidate any amount outstanding under the Revolving Facility, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Revolving Facility, with the balance on any other accounts you maintain with us; and
- (b) set off or transfer any money standing to the credit of any other account you maintain with us in or towards settlement of any amount owing by you to us under the Revolving Facility and any other amounts payable by you under these Terms and Conditions.

## 12. Application of payments to the Facility Account

- (a) We will apply the payments and credits to the Facility Account to reduce the amount outstanding under the Revolving Facility. The reduction will be made in the following order:
  - (i) firstly, any legal and collection fees, finance charges, handling fees, late charges and other fees and charges;
  - (ii) secondly, any interest accrued; and
  - (iii) lastly, the outstanding principal amount.
- (b) Without affecting or limiting the effect of Clause 12(a) above, we have the right to apply the payments and credits to the Facility Account in any other order as we consider appropriate without prior notice to you.

## 13. Termination

- (a) If (i) the Revolving Facility is terminated or (ii) you become bankrupt or pass away, the whole of the outstanding balance on the Facility Account will become immediately due and payable in full to us.
- (b) You or your estate will be required to pay all amounts outstanding on the Facility Account and other amounts owing under the Revolving Facility. Until repayment is made in full, we will continue to charge fees and charges according to these Terms and Conditions.

## 14. Reimbursement of debt collection fees

If you fail to pay any amount to us when due or if you breach these Terms and Conditions, we may enforce our rights or pursue remedies to collect or recover any outstanding amount under the Revolving Facility. 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 demanding, collecting or recovering any outstanding amount.

#### **15. 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.

#### **16. Joint and several liability**

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 Revolving Facility or these Terms and Conditions; and
- (b) any notice from us to any one of these persons will be deemed considered effective notification to all other persons.

#### **17. Review**

We have the right to review the Revolving Facility at any time. You may also apply for a review of the Credit Limit at any time.

#### **18. Governing law and jurisdiction**

These Terms and Conditions shall be governed by and will be construed according to Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts.

#### **19. Language**

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

#### **20. 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.

#### **Definitions**

**ATM** means an automated teller machine.

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

**Repayment Account** means a repayment account designated by you.

**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 grant the Loan.

## 分期貸款產品資料概要

香港上海滙豐銀行有限公司（「本行」）

分期「萬應錢」  
2024年2月

此乃分期貸款產品。

本概要所提供的利息、費用及收費等資料僅供參考，  
分期貸款的最終條款以貸款確認書為準。

### 利率及利息支出

#### 實際年利率

貸款金額：港幣100,000元

貸款期	6個月	12個月	24個月
實際年利率	8.94%	9.59%	9.58%

個別客戶的利率或有差異。就屬於您的實際年利率，請致電本行熱線；或登入網上理財或HSBC HK App查詢。

實際年利率是採用香港銀行公會所載的有關指引計算，並已被約至小數後兩個位。實際年利率是一個參考利率，以年化利率展示出已包括所有適用的利率、手續費及收費。

#### 逾期還款年化利率／ 就違約貸款收取的年化利率

27%

若本行於到期日仍未收到全數每月還款金額，您須為逾期款項支付以違約利率月息2.25%計算的違約利息。違約利息以每年365日為基準（或閏年366日為基準）按日累算直至實際還款日為止。此違約利息不設最低金額。

### 費用及收費

#### 手續費

不適用

#### 逾期還款費用及收費

如本行於到期日仍未收到全數每月還款金額，每次須繳付港幣400元的逾期還款手續費

#### 提前還款／提前清償／ 贖回的收費

本金結欠的2%及退回任何適用的推廣優惠  
於提前清還私人分期貸款前請參閱滙豐網頁（借貸>貸款>分期「萬應錢」>常見問題）

#### 退票／退回自動轉賬 授權指示的收費

不適用

### 其他資料

- 每月還款金額中利息及本金之比例將按「直線法」（適用於任何於2019年8月2日或之後提取或再提取的貸款）或「78法則」（適用於任何於2019年8月2日前提取或再提取的貸款）之方程式計算。詳情可參閱滙豐網頁（借貸>貸款>分期「萬應錢」>常見問題）
- 貸款額最少為港幣5,000元
- 貸款首個月的利息根據首個月還款日與提取貸款日期相距按比例計算。如所指定的首個月還款日與借款人提取貸款的日期相距超過一個月，則須繳付延遲還款利息。延遲還款利息按通知函上所示的批核貸款金額以月息2.25%逐日計算。
- 分期「萬應錢」詳情可參閱滙豐網頁（借貸>貸款>分期「萬應錢」）
- 請留意本行並沒有委託任何第三方轉介貸款申請亦不會辦理任何由第三方在有利益安排下轉介的申請。如有查詢，請致電熱線2233 3000。

借定唔借？還得到先好借！



## 循環貸款產品資料概要

香港上海滙豐銀行有限公司（「本行」）

循環「萬應錢」  
2024年2月

此乃循環貸款產品。  
本概要所提供的利息、費用及收費等資料僅供參考，  
循環貸款的最終條款以貸款確認書為準。

### 利率及利息支出

實際年利率	貸款金額	實際年利率（首12個月）	
	港幣5,000元	20.32%	個別客戶的利率或有差異。就屬於您的實際年利率，請參照推廣期內的宣傳資料、本行網頁或致電本行熱線查詢。
	港幣50,000元	20.32%	
	港幣100,000元	16.42%	
實際年利率是採用香港銀行公會所載的有關指引計算，並已被約至小數後兩個位。實際年利率是一個參考利率，以年化利率展示出已包括所有適用的利率、手續費及收費。			
逾期還款年化利率／就違約貸款收取的年化利率	不適用		
超出信用額度利率	不適用		
最低還款額	信貸額結欠的2.5%（最低為港幣50元），加上超出額度及所有適用的手續費和收費		
費用及收費			
手續費	不適用		
年費	信用額之1%（最高將收取港幣1,000元） 如日後本行批准借貸人增加信貸額，本行將按該增加的貸款額按比例收取該年年費的差額。		
提款收費／交易收費	不適用		
逾期還款費用及收費	每次收取延遲還款額之8%（最低港幣100元，最高港幣200元）		
超出信用額度手續費	每次收取港幣120元		
退票／退回自動轉賬授權指示的收費	每宗因款項不足而退回的交易將收取港幣150元 <b>未被授權的透支服務及有關收費的重要資訊</b> 若您發出支票或要求本行於您的戶口設立常行指示，而當本行執行該指示時，將會令您的戶口出現透支情況或超出現有透支限額， <b>本行將視該指示為您臨時作出的未經授權透支要求</b> 。如本行接納您的指示，將就超出額度收取上列的收費及利率。本行可能拒絕您的要求，每次處理您的要求，本行可能（在不另行通知的情況下）收取手續費。		
替換遺失卡的收費	每張港幣50元（卡齡三個月以上、兩年以下、因遺失或損壞而需補發新卡）		
其他資料			
<ul style="list-style-type: none"><li>循環「萬應錢」戶口之利息將按實際用款日數並以每年365／366日為基礎計算。</li><li>貸款額最少為港幣5,000元</li><li>循環「萬應錢」戶口內的存款是符合香港的存款保障計劃保障資格的存款。</li><li>詳情可參閱滙豐網頁（借貸&gt;貸款&gt;循環「萬應錢」）</li><li>請留意本行並沒有委託任何第三方轉介貸款申請亦不會辦理任何由第三方在有益安排下轉介的申請。如有查詢，請致電熱線2233 3000。</li></ul>			

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# Key Facts Statement (KFS) for Instalment Loan

The Hongkong and Shanghai Banking Corporation Limited (“we” or “us”)

Personal Instalment Loan  
February 2024

Interest Rates and Interest Charges									
<b>Annualised Percentage Rate (APR)</b>	<p>For a loan amount of HKD100,000:</p> <table border="1"><thead><tr><th>Loan Tenor</th><th>6-month</th><th>12-month</th><th>24-month</th></tr></thead><tbody><tr><td>APR</td><td>8.94%</td><td>9.59%</td><td>9.58%</td></tr></tbody></table> <p><b>The rates for individual customers may vary. For your eligible APR, please call our Hotline, or log on to Online Banking or the HSBC HK App for enquiry.</b></p> <p>The APR is calculated using method specified in relevant guidelines issued by The Hong Kong Association of Banks, and is rounded up or down to the nearest two decimal places. An APR is a reference rate, which includes all applicable interest rates, fees and charges of the product, expressed as an annualised rate.</p>	Loan Tenor	6-month	12-month	24-month	APR	8.94%	9.59%	9.58%
Loan Tenor	6-month	12-month	24-month						
APR	8.94%	9.59%	9.58%						
<b>Annualised Overdue / Default Interest Rate</b>	<p>27%</p> <p>If we do not receive monthly repayment in full on its due date, you are required to pay default interest rate of 2.25% per month on the overdue amount. Such default interest rate will accrue daily on a 365-day year basis (or 366-day year basis in a leap year) until the date of actual repayment. There is no minimum amount of default interest that will apply.</p>								
Fees and Charges									
<b>Handling Fee</b>	Not applicable								
<b>Late Payment Fee and Charge</b>	HKD400 on each occasion if we do not receive monthly repayment in full on its due date								
<b>Prepayment / Early Settlement / Redemption Fee</b>	<p>2% of outstanding principal amount plus repayment of any applicable promotional offers</p> <p>Before you make request for early repayment for Personal Instalment Loan, please refer to our HSBC website (Borrowing&gt;Loans&gt;Personal Instalment Loan&gt;Frequently Asked Questions)</p>								
<b>Returned Cheque / Rejected Autopay Charge</b>	Not applicable								
Additional Information									
<ul style="list-style-type: none"><li>The proportion of interest and principal in each monthly repayment is calculated according to the Straight-line method (applicable to any loan drawn down or redrawn on or after 2 August 2019) or Rule of 78 (applicable to any loan drawn down or redrawn before 2 August 2019). Further information available on our HSBC website (Borrowing&gt;Loans&gt;Personal Instalment Loan&gt;Frequently Asked Questions)</li><li>Minimum loan amount is HKD5,000</li><li>Interest charged for the first month will be calculated on a pro-rata basis between the date of drawdown and first repayment. If the first repayment date specified by the Borrower is more than one month from the date of drawdown, daily deferred interest at the rate of 2.25% per month on the approved Loan amount as specified in the Confirmation Letter will be charged.</li><li>For further information of Personal Instalment Loan, please refer to our HSBC website (Product information under Borrowing&gt;Loans&gt;Personal Instalment Loan)</li><li>Please note that we do not appoint any third parties to refer loan applications to us and will not process any application that was referred by a third party under beneficial arrangement. For enquiry, please call our hotline at 2233 3000.</li></ul>									

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

# Key Facts Statement (KFS) for Revolving Credit Facility

## The Hongkong and Shanghai Banking Corporation Limited (“we” or “us”)

Revolving Credit Facility  
February 2024

Interest Rates and Interest Charges									
<p><b>This product is a revolving credit facility.</b></p> <p><b>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your revolving credit facility.</b></p>									
<b>Annualised Percentage Rate (APR)</b>	<table border="1"> <thead> <tr> <th>Loan Amount</th> <th>APR (for the first 12 months)</th> </tr> </thead> <tbody> <tr> <td>HKD5,000</td> <td>20.32%</td> </tr> <tr> <td>HKD50,000</td> <td>20.32%</td> </tr> <tr> <td>HKD100,000</td> <td>16.42%</td> </tr> </tbody> </table>	Loan Amount	APR (for the first 12 months)	HKD5,000	20.32%	HKD50,000	20.32%	HKD100,000	16.42%
	Loan Amount	APR (for the first 12 months)							
	HKD5,000	20.32%							
	HKD50,000	20.32%							
HKD100,000	16.42%								
<p><b>The rates for individual customers may vary. For your eligible APR, please refer to our promotional materials, HSBC website or call our Hotline for enquiry.</b></p>									
<p>The APR is calculated using method specified in relevant guidelines issued by The Hong Kong Association of Banks, and is rounded up or down to the nearest two decimal places. An APR is a reference rate, which includes all applicable interest rates, fees and charges of the product, expressed as an annualised rate.</p>									
<b>Annualised Overdue / Default Interest Rate</b>	Not applicable								
<b>Overlimit Interest Rate</b>	Not applicable								
<b>Minimum Payment</b>	2.5% of the total outstanding balance (subject to a minimum of HKD50) plus full repayments on any amount in excess and any applicable fees and charges.								
Fees and Charges									
<b>Handling Fee</b>	Not applicable								
<b>Annual Fee</b>	1% of credit limit (maximum of HKD1,000) If an increase to the Credit Limit is approved during the year, an additional service fee will be applied on the amount of increase which will be calculated on a pro-rata basis and payable upon the approval.								
<b>Withdrawal Fee / Transaction Fee</b>	Not applicable								
<b>Late Payment Fee and Charge</b>	8% flat on payment in arrears (minimum HKD100, maximum HKD200) for each occasion								
<b>Overlimit Handling Fee</b>	HKD120 on each occasion								
<b>Returned Cheque Charge / Rejected Autopay Charge</b>	HKD150 per transaction due to insufficient funds on each occasion <b>IMPORTANT NOTE ON UNAUTHORISED OVERDRAFT AND THE RELATED CHARGE</b> If you issue a cheque or ask us to set up a standing instruction to pay from your account, which if honoured by us, would either cause your account to go overdrawn or over an existing overdraft limit, <b>we will treat this as your informal request for an unauthorised overdraft.</b> If we accept your request, the overlimit fee and interest quoted above would apply. We may refuse your request and charge, without prior notice, a handling charge for considering and refusing your request on each occasion.								
<b>Lost Card Replacement Fee</b>	HKD50 (for replacement of a lost or damaged card that has been held by the customer for more than three months but less than two years)								
Additional Information									
<ul style="list-style-type: none"> <li>Interest of Revolving Credit Facility will be calculated on the basis of actual number of days elapsed and a 365/366-day year.</li> <li>Minimum loan amount is HKD5,000</li> <li>Deposits in Revolving Credit Facility Account are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong.</li> <li>For further information, please refer to our HSBC website (Product information under Borrowing &gt; Loans &gt; Revolving Credit Facility)</li> <li>Please note that we do not appoint any third parties to refer loan applications to us and will not process any application that was referred by a third party under beneficial arrangement. For enquiry, please call our hotline at 2233 3000.</li> </ul>									

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

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# 資料私隱通知

關於個人資料(私隱)條例的通知

我們致力保護您的私隱。請閱讀此通知，了解我們如何收集、儲存、使用及披露您的個人資料。

## 1

### 我們如何收集及儲存您的資料

#### 我們收集您資料的途徑包括

- 您與我們互動及使用我們的產品和服務
- 當您瀏覽我們網站(可參閱我們網頁最下方「私隱與保安」的「使用 Cookies」部分，了解我們如何使用「cookies」的詳情)
- 其他人士及公司(包括其他滙豐集團旗下公司)。

我們可能將您的資料儲存於本地或海外，包括雲端。無論您的資料儲存於何處，均受我們的環球資料標準及政策約束。

我們有責任根據香港法律保護您的資料安全。

## 2

### 我們如何使用您的資料

#### 我們將您的資料用於

- 經您同意後向您發送直接促銷資料
- 改進我們產品、服務及市場推廣活動
- 幫助我們遵守香港或其以外的國家或地區的法律、法規和要求，包括我們的內部政策
- 偵測、調查及預防金融罪案
- B部分所列的其他目的。

## 3

### 我們與誰披露您的資料

#### 我們與下列人士披露您的資料

- 其他滙豐集團旗下公司
- 幫助我們向您提供服務或代表我們行事的第三方
- 您同意我們與之披露您資料的第三方
- 本地或海外執法機構、行業組織、監管機構或權力機關
- 信貸資料服務機構(包括信貸資料服務機構使用的中央資料庫之經營者)
- C部分所列的其他第三方。

我們可能在本地或海外披露您的資料。

### 您可查閱自己的資料

您可要求查閱我們所儲存有關您的資料。我們可能就此向您收取費用。

您可要求我們

- 改正或更新您的資料
- 說明我們的資料政策及慣例。

### 您可控制自己的市場推廣偏好

您可控制收取市場推廣資料的類型，以及收取方式。

您可隨時聯絡我們對此作出更改，或透過網上理財更新有關偏好。

### 您可聯絡我們

dfv.enquiry@hsbc.com.hk

資料保護主任  
香港上海滙豐銀行有限公司  
香港九龍中央郵政局  
郵政信箱72677號

## A

### 收集及儲存

#### 我們或會

- 收集生物辨識資料，例如您的語音認證、指紋及面部識別資料
- 基於您的流動或其他電子裝置收集您的地域及位置資料
- 從代表您的人士或您透過我們服務與之往來的人士收集資料
- 從公開渠道、信貸資料服務機構、債務催收及防範詐騙機構以及其他資料整合機構收集資料。

若您不向我們提供資料，我們可能無法提供產品或服務。

我們亦可能透過以下途徑衍生有關您的資料

- 整合我們及其他滙豐集團旗下公司收集的有關您的資料
- 分析您與我們的互動
- 於您瀏覽我們網站或應用程式時使用cookies或類似技術。

## B

### 使用

#### 我們將您的資料用於

- 為您提供產品及服務，包括進行信用檢查
- 於第三方網站上為您提供個人化廣告(這可能涉及我們將您與他人的資料進行整合)
- 幫助我們遵守包括香港或其以外的地區或國家的法律或監管機構對我們或滙豐集團現有或所收到的相關監管規定或要求。這些監管規定或要求可能是我們必須遵從或選擇自願遵從的
- 管理我們業務，包括行使我們的法律權利
- 與上述用途相關或經您同意的其他用途。

#### 若您提供他人的資料

若您向我們提供有關其他人士的資料，您應按本通知所述，告知該人士我們將如何收集、使用和披露其資料。

## C

### 披露

#### 我們與下列人士披露您的資料

- 本地或海外法律、監管、執法、政府和稅務等機構或權力機關，以及執法機構與金融業界之間的任何合作夥伴
- 與您持有聯名戶口的任何人士、可代表您作出指示的人士以及為您的貸款提供(或可能提供)擔保的任何人士
- 我們可能轉讓業務或資產的任何第三方，以便其評估我們的業務及在轉讓後使用您的資料
- 獎賞、合作品牌或忠誠計劃的合作夥伴及供應商，以及慈善或非牟利機構
- 社交媒體廣告合作夥伴(可查看您是否擁有我們戶口，並向您及與您個人資料相似的人士發送我們的廣告)
- 您使用之第三方服務供應商(根據您向我們或您使用之第三方服務供應商所發出的指示，使用我們的應用程式介面)，以作我們或該第三方服務供應商通知您的用途及/或您同意的用途。

我們可能與上文並未列出的其他人士披露您的匿名資料。在此情況下，有關資料將無法識別出您的身分。

## D

### 直接促銷

指我們使用您的資料向您發送我們或我們的合作品牌、獎賞或忠誠計劃合作夥伴或慈善機構提供的金融、保險或相關產品、服務和優惠詳情。

向您進行市場推廣時，我們或會使用您的資料，例如人口統計資料、您感興趣的產品及服務、交易行為、投資組合資料、位置資料、社交媒體資料、分析和來自第三方的資料。

我們不會向他人提供您的資料，以供其向您推廣產品及服務。如有此意，我們會另行徵求您的同意。

## E

### 您的信貸資料

#### 若您申請、擁有或曾有貸款(包括房屋貸款)

我們會對您進行信用檢查，這可能涉及我們向信貸資料服務機構(包括信貸資料服務機構使用的任何中央資料庫之經營者)，及在您違約的情況下，向債務催收機構提供您的貸款資料。信貸資料服務機構會將此類資料添加到其資料庫及其使用的任何中央資料庫，可供其他信貸提供者查閱，幫助評估是否向您提供信貸。

信貸資料服務機構將保存您的資料。您可在全數清還貸款後，指示我們要求信貸資料服務機構刪除有關資料。信貸資料服務機構僅會在下列情況下刪除您的資料：

- 您並無在全數清還貸款日之前的五年內，有任何逾期60日或以上之欠賬。若有，信貸資料服務機構會從欠賬全數還清日起計，將您的資料保留五年。

- 您未曾宣告破產並撤銷名下的貸款金額。若有，信貸資料服務機構將於您解除破產之日起計五年屆滿後(您須在解除時通知信貸資料服務機構)，或您全數還清欠賬之日起計五年屆滿後，刪除您的相關紀錄。

若您擁有房屋貸款，我們將徵求您的同意，以與信貸資料服務機構披露之前您的房屋貸款資料。

本通知於我們儲存您的資料期間適用。我們亦會每年向您提供此通知的最新版本。若我們將您的資料用於新用途，則會徵求您的同意。

借定唔借？還得到先好借！

# Data Privacy Notice

Notice relating to the Personal Data (Privacy) Ordinance

We protect your privacy. Read this notice to find out how we collect, store, use and share your personal data.

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## 1

### HOW WE COLLECT AND STORE YOUR DATA

#### We collect your data

- when you interact with us and use our products and services
- when you visit our websites (see "Privacy and Security" at the bottom of our webpage and refer to "Use of Cookies" section for details of how we use cookies)
- from other people and companies, including other HSBC group companies.

We may store your data locally or overseas, including in the cloud. We apply our global data standards and policies wherever your data is stored.

We're responsible for keeping your data safe in compliance with Hong Kong law.

## 2

### WHAT WE USE YOUR DATA FOR

#### We use your data

- to send you direct marketing if you've consented to it
- to improve our products, services and marketing
- to help us comply with laws, regulations and requirements, including our internal policies, in or outside Hong Kong
- to detect, investigate and prevent financial crimes
- for the other purposes set out in section B.

## 3

### WHO WE SHARE YOUR DATA WITH

#### We share your data with

- other HSBC group companies
- third parties who help us to provide services to you or who act for us
- third parties who you consent to us sharing your data with
- local or overseas law enforcement agencies, industry bodies, regulators or authorities
- credit reference agencies (including the operator of centralised database they use)
- the other third parties set out in section C.

We may share your data locally or overseas.

#### You can access your data

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices.

#### You control your marketing preferences

You control what marketing you receive from us and how you receive it.

You can change this at any time by contacting us or updating your preferences on internet banking.

#### You can contact us

dfv.enquiry@hsbc.com.hk

The Data Protection Officer  
HSBC, PO Box 72677,  
Kowloon Central Post Office,  
Hong Kong

## A

### Collect and store

#### We may collect

- biometric data such as your voice ID, thumb print and facial recognition data
- your geographic data and location data based on your mobile or other electronic device
- data from people who act for you or who you deal with through our services
- data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators.

If you don't give us data then we may be unable to provide products or services.

We may also generate data about you

- by combining information that we and other HSBC group companies have collected about you
- based on the analysis of your interactions with us
- through the use of cookies and similar technology when you access our website or apps.

## B

### Use

#### We use your data to

- provide products and services to you including conducting credit checks
- provide personalised advertising to you on third party websites (this may involve us aggregating your data with data of others)
- help us to comply with requirements or requests that we or the HSBC group have or receive such as legal or regulatory in or outside Hong Kong. Sometimes we may have to comply and other times we may choose to voluntarily comply
- manage our business, including exercising our legal rights
- other uses relating to the above or to which you have consented.

#### If you provide data about others

If you provide data to us about another person, you should tell that person how we will collect, use and share their data as explained in this notice.

## C

### Share

#### We share your data with

- local or overseas bodies or authorities such as legal, regulatory, law enforcement, government and tax and any partnerships between law enforcement and the financial sector
- any person who you hold a joint account with, people who can give instructions for you and anyone who is giving (or may give) security for your loans
- any third party who we may transfer our business or assets to so it can evaluate our business and use your data after any transfer
- partners and providers of reward, co-branding or loyalty programs, charities or non-profit organisations
- social media advertising partners (who can check if you hold an account with us and send our adverts to you and advertise to people who have a similar profile to you)
- third party service providers engaged by you using our application programming interfaces for the purposes notified to you by us or such third party service providers and/or as consented to by you, in accordance with your instructions to us or third party service providers you engaged.

We may share your anonymised data with other parties not listed above. If we do this you won't be identifiable from this data.

## D

### Direct Marketing

This is when we use your data to send you details about financial, insurance or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your demographics, the products and services that you're interested in, transaction behaviour, portfolio information, location data, social media data, analytics and information from third parties when we market to you.

**We don't give your data to others for them to market their products and services to you.** If we ever wanted to do this, we'd get your separate consent.

## E

### Your Credit Information

#### If you apply for, have, or have had, a loan including a home loan

We'll perform credit checks on you which may involve us providing your loan data to credit reference agencies (CRAs) (including the operator of any centralised database used by CRAs), and in the event of default, to debt collection agencies. The CRAs will add this data to their database and any centralised database used by them, which is available to other credit providers to help them assess whether to provide you with credit. The CRAs will keep your data. You can request that we ask the CRAs to delete it once you've fully repaid your loan. They will only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRAs will keep your data for 5 years from the date you fully paid that missed payment.

- you're not declared bankrupt with an amount under your loan being written off. If you are, the CRAs will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount.

If you have a home loan, we'll ask for your consent to share previous home loan data with CRAs.

This notice will apply for as long as we store your data. We'll send you the latest version at least once a year. If we use your data for a new purpose, we'll get your consent.

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