

Lane Crawford Private Label Card Cardholder Agreement

This Lane Crawford Private Label Card issued by us is governed by this Agreement. The Credit Card Cardholder Agreement which is stated to apply to other credit cards issued by us DOES NOT APPLY to the Lane Crawford Private Label Card.

IMPORTANT! Before you use your Card, please read this Agreement carefully. By using (which includes activating) your Card, you will be considered to have accepted the terms and conditions set out in this Agreement and will be bound by them.

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

1. Your responsibility

- You are responsible for the Card Account and all Card Transactions (including all related fees and charges). You are responsible even if:
 - you do not sign a sales slip; or
 - the Card Transaction is effected involuntarily. You remain liable even after the termination of your Card or this Agreement.
- You should not transfer your Card or allow any other person to use your Card.
- You should take appropriate security measures including the following:
 - sign your Card as soon as you receive it;
 - keep your Card in a secure place and under your personal control. You should treat your Card as if it were cash;
 - make sure your Card is returned to you promptly after a Card Transaction;
 - keep a note of your Card number in a safe place, separate from your Card;
 - always complete the "total" box on the sales slip and put currency sign before the numerals. DO NOT leave space for other writing;
 - make sure only one sales slip is imprinted for each Card Transaction; and
 - keep the cardholder copy of each sales slip and check it against your Card statement.
- You should report any loss, theft, disclosure or unauthorised use of your Card in accordance with Clause 5.

This indemnity shall continue after the termination of this Agreement.

- If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 12(a) was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 12(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- If you fail to pay any amount to us when due or if you breach any terms or conditions of this Agreement, we may enforce our rights or pursue remedies to collect or recover any outstanding amount. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in collecting or recovering any outstanding amount. We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.

13. Set-off

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

14. Variation of terms and conditions, charges and fees

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

15. Collection and disclosure of your information

- Definitions**

Terms used in this Clause 15 shall have the meanings set out below.

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

Compliance Obligations means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or

- If you are a primary cardholder, you should ensure that each Additional Cardholder uses and handles his Card and related matters in accordance with this Agreement. In particular, you should note that an Additional Cardholder may use or enjoy certain services and Card benefits relating to the additional Card even if you do not use or enjoy such services and Card benefits relating to your primary Card. In these cases, you should ensure that the Additional Cardholder uses or enjoys such services and Card benefits in accordance with this Agreement and other terms and conditions governing such services and Card benefits.

2. Credit limit assignment and review

- Your Card carries a credit limit. Please refer to your Card statement for the applicable credit limit on that Card. You are required to comply with the credit limit on your Card.
- We set the credit limit and review it from time to time. We may set a different credit limit on your Card at any time as we consider appropriate. We set the credit limit based on periodic assessment of your credit risks associated with your Card Account (including any spending and repayment pattern). If we decide to increase the credit limit, we will give you advance notice. We may reduce the credit limit without giving you advance notice. You may apply to us for review of the credit limit at any time.
- We may reject Card Transactions in excess of the credit limit. However, we also have discretion to allow such Card Transactions without notice to you, unless we have received and processed your request to opt out from our over-the-limit facilities. Even if we accept your opt-out request, certain Card Transactions in excess of the credit limit may still be allowed (each an "Excluded Card Transaction"). Excluded Card Transactions include any Card Transaction which is not immediately processed by us or does not require our authorisation for effecting payment (such as transactions approved yet late posted to your Card Account which may result in over-the-limit transactions).
- You will be liable for the Card Transactions in excess of the credit limit according to the provisions of this Agreement.

3. Cash Transactions

- All Card Transactions will be effected in Hong Kong dollars. You can only use your Card in retail outlets designated by Lane Crawford (Hong Kong) Limited or its successors and assigns ("Retail Outlets").
- We are not responsible for any Retail Outlet's refusal to accept your Card. We are also not responsible for any goods or services supplied to you by any Retail Outlet. Your obligation to us under this Agreement is not affected and will not be relieved or reduced by any claim made by you against a Retail Outlet. You are responsible for resolving any dispute between you and a Retail Outlet.

other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

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

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

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

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

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.

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

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

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

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

4. Card benefits

- Card benefits may include rewards and privileges under the RewardCash Programme. We may introduce new benefits or vary or withdraw any benefit without prior notice.
- We may separately issue or vary additional terms and conditions relating to Card benefits from time to time. These include the RewardCash Programme Terms and Conditions.
- You may be required to make separate application to obtain some benefits.
- The terms and conditions relating to a Card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that Card benefit.
- The terms and conditions relating to Card benefits are available at our website or upon request at any of our branches in Hong Kong. The terms and conditions will also be made available in the welcome pack (for new cards) or upon your application of the relevant Card benefit.
- The terms and conditions relating to a Card benefit prevail over the provisions of this Agreement if there is any inconsistency between them concerning that Card benefit.

5. Loss, theft or misuse of your Card

- Report promptly
- You should promptly report any loss, theft or unauthorised use of your Card. You should notify our Card Centre by telephoning 2233 3000 or report in person to a branch in Hong Kong.
 - If you report an unauthorised transaction in accordance with this Agreement before its settlement date, you are entitled to withhold payment of the disputed amount. While our investigation is on-going, we will not impose any finance charge or interest on the disputed amount or make an adverse credit report against you. After we have investigated in good faith and if the investigation result shows that your report was unfounded, we have the right to re-impose the finance charge or interest on the disputed amount over the whole period (including the investigation period). The result of our good faith investigation is binding on you.
- Your liability for unauthorised transactions
- You will be liable for all transactions effected by unauthorised use of your Card before we receive report of loss, theft or unauthorised use.
 - If you report loss, theft or unauthorised use of your Card in accordance with this Clause 5, your maximum liability for unauthorised transactions is HK\$500. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
 - if you have knowingly (whether or not voluntarily) permitted any other person to use your Card; or
 - if you have acted fraudulently or with gross negligence in using or safeguarding your Card.

Your failure to follow any of the security measures recommended by us from time to time regarding the use of safekeeping of your Card may be treated as your gross negligence.

Replacement Card

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

6. Card statement

- You will normally provide a Card statement each month with the following and other details relating to a Card (including an additional Card, where applicable):
 - the total amount outstanding on the Card Account ("Statement Balance");
 - the minimum amount of the Statement Balance ("Minimum Payment Due") to be paid; and
 - such part of the Minimum Payment Due that must be paid immediately and the date by which the remaining payment must be paid ("Payment Due Date").
- We have the right to send all Card statements to the primary cardholder, including Card statements relating to an additional Card.
- You should notify promptly our Card Centre of any transaction shown in any Card statement that was not authorised by you. You should notify us within 60 days of the date of the statement and in such manner as we may accept from time to time. If you do not notify us within the specified period, the transactions shown on the statement will be considered as correct, conclusive and binding on you and you will be deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such transactions.

7. Payments

- You may pay the Statement Balance by cheque or other means subject to our normal terms and conditions.
- If you will be away from Hong Kong, you should make arrangement as appropriate to settle the Card Account before your departure.
- We will immediately apply funds transferred or credited to your Card Account to reduce the outstanding balance then existing in your Card Account. The reduction will be made in the following order:
 - firstly, all fees and charges billed to your Card Account;
 - then, 1% of the Statement Balance (excluding the billed fees and charges) at a time until the Minimum Payment Due is fully settled;
 - then, any amount in excess of the Minimum Payment Due will be applied to repay the remaining portion of the Statement Balance according to the applicable monthly interest rate in descending order (i.e. to that part of the remaining portion of the Statement Balance that incurs the highest interest rate first and so on); and

Sharing

- We may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

Your obligations

- 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.
- You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 15 and the Notice (as may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

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

(vii) Where:

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

we may:

- be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
- take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and
- block, transfer, close or terminate your account(s) or Card(s) (including additional Card(s)) where permitted under local Laws.

(iv) then, any amount in excess of the Statement Balance will be held to the credit of your Card Account.

- Without affecting or limiting the effect of Clause 7(c) above, we have the right to apply funds transferred or credited to your Card Account in any other order as we consider appropriate without prior notice to you.
- If you are required by any applicable law or regulations to deduct or withhold an amount from any sum payable to us under this Agreement, you are solely responsible to pay the amount deducted or withheld to the relevant authority within the applicable time limit. You will indemnify us for all consequences if you fail to make such payment. You should also ensure that we will receive the amount payable to us in full as if no such deduction or withholding had been made.

8. Fees and charges

- If we receive payment of the Statement Balance in full on or before the Payment Due Date, you do not have to pay any finance charge or late charge on that Statement Balance. Payment of the Statement Balance includes payment of all fees, charges, costs and expenses in connection with Card Transactions.
- You may enjoy an interest-free period of up to 56 days on purchase transactions charged to your Card.
- Finance charge
 - If you do not pay the Statement Balance in full on or before the Payment Due Date, we may charge, without prior notice, a finance charge even if you have paid the Minimum Payment Due in full. The finance charge is imposed on:
 - the unpaid Statement Balance, from the statement date immediately preceding the Payment Due Date until we receive payment in full; and
 - the amount of each new transaction being posted to your Card Account since that statement date, from the transaction date until we receive payment in full.
 - The finance charge will accrue daily and be calculated at the interest rate per month as specified in our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" at the time.
- Late charge
 - If you do not pay the Minimum Payment Due in full on or before the Payment Due Date, we may charge, without prior notice, a late charge in addition to the finance charge. The late charge will be debited to your Card Account on the following statement date.
- Fees
 - You are required to pay the following fees as applicable. If you require any additional services, you may have to pay other fees and charges.
 - overlimit handling fee: if the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your Card,

If you do not pay the Minimum Payment Due in full on or before the Payment Due Date, we may charge, without prior notice, a late charge in addition to the finance charge. The late charge will be debited to your Card Account on the following statement date.

- Fees
 - You are required to pay the following fees as applicable. If you require any additional services, you may have to pay other fees and charges.
 - overlimit handling fee: if the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your Card,

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

(c) Financial Crime Risk Management Activity

- Financial Crime Risk Management Activity may include: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf; (B) investigating the source of or intended recipient of funds; (C) combining Your Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status or that of a Connected Person.
- We and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any member of the HSBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.
- Tax compliance

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

we will treat this as your informal request for raising your credit limit. We may agree to your request and charge, without prior notice, a handling fee for considering and agreeing to your request. If we have received and processed your request to opt out from our over-the-limit facilities, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions;

- returned cheque or rejected autopay handling fee: if the cheque or autopay is not drawn on an account with us and the cheque or autopay is subsequently returned or rejected, we will treat this as your informal request for special handling services and may charge, without prior notice, a handling fee for such services;
- card replacement fee: we will charge a handling fee for each Card replaced before renewal;
- retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you; and
- annual fee: we may charge or waive an annual fee for your Card and any additional Card.
- 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.
- We will debit any fees and charges to your Card Account. Such fees and charges will not be waived or refunded.

9. Additional Cards

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

10. Termination of Card

- Termination by you
- You may terminate your Card at any time. If you wish to terminate your Card, you have to give us written notice AND return to us your Card and all additional Cards, if any. If your Card is the primary Card, your termination notice will terminate your Card and all additional Cards (if any) at the same time.
 - An additional Card may be terminated by the primary cardholder or the Additional Cardholder of that additional Card. The primary cardholder or the Additional Cardholder have to give us written notice AND return to us that additional Card.
 - You should cut a card in two before returning it to us.

(e) Miscellaneous

- In the event of any conflict or inconsistency between any of the provisions of this Clause 15 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 15 shall prevail.
 - If all or any part of the provisions of this Clause 15 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 15 in that jurisdiction.
 - Survival upon termination
- This Clause 15 shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, the closure of any of your accounts, or the termination of any of your Cards (including any additional Cards).

16. General matters

- Your Card remains our property. You should return it to us upon our request.
- You should notify our Card Centre promptly if you change your employment or contact details (including address, telephone number, email address and fax number). Such notice should be given in such manner as we may accept from time to time.
- In the course of providing our services, we may record verbal instructions received from you and any other verbal communication between us.
- We have the right to destroy any documents relating to your Card Account after microfilming or scanning them.
- Notices to you
 - Unless we specify otherwise, you will be regarded as having received any notice given by us:
 - at the time of personal delivery or leaving it at the address last notified by you (if delivered personally);
 - 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
 - immediately after emailing it to the email address last notified by you (if sent by email);
 - immediately after sending it to your mobile phone number last notified by you (if sent by mobile message); or
 - immediately after placing it in the Personal Internet Banking profile maintained by you with us (if made available there).

- Gambling or other illegal transactions
- You should not use your Card for payment of any gambling or other transaction which is illegal under any applicable laws. If we suspect, believe or know that any Card Transaction is or relates to a gambling or

Termination by us

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

You remain liable for indebtedness even after termination

- 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:
 - the outstanding balance on your Card Account; and
 - the amount of any Card Transactions effected but not yet charged to your Card Account.
- You or your estate are required to pay all outstanding amounts to us even after the termination of your Card or your bankruptcy or death (even if payments are debited to your Card Account afterwards). We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.
- You are liable for any Card Transactions effected with your Card until your Card has been returned to us. If you are the primary cardholder, you are liable for any Card Transactions effected with an additional Card until (i) the additional Card has been returned to us or (ii) we are able to implement the procedures which apply to lost cards if you so request.

11. Limitation of our liability

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

12. Indemnity

- Except as set out in Clause 12(b) below, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for the following items which we or they may incur or suffer as a result of or in connection with your use of our providing equipment, facilities or services to you under this Agreement:
 - all actions, proceedings and claims which may be brought by or against us or them; and
 - all losses, damages and reasonable amounts of costs and expenses.

other transaction which is illegal, we have the right to (i) decline processing or paying that Card Transaction or (ii) reverse, cancel or chargeback that Card Transaction.

Third party rights

- 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.

Governing law, jurisdiction and version

- This Agreement is governed by and will be construed according to Hong Kong laws.
- You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- The English version of this Agreement prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Agreement is for reference only.

Definitions

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

Agreement means this Lane Crawford Private Label Card Cardholder Agreement, as may be amended from time to time.

Card means the Lane Crawford Private Label Card issued by us.

Card Account means the account established in respect of a Card for recording Card Transactions and other items.

Card Transaction means each transaction effected by using your Card.

Excluded Card Transaction is defined in Clause 2(c).

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

Minimum Payment Due is defined in Clause 6(a).

Payment Due Date is defined in Clause 6(a).

Retail Outlets is defined in Clause 3(a).

Statement Balance is defined in Clause 6(a).

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

you or your means the person to whom we issue a Card (whether a primary Card or an additional Card).

Effective from 1 January 2016

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



連卡佛優惠卡持卡人合約

本行發出的連卡佛優惠卡受本合約規管。指明適用於由本行發出的其他信用卡的信用卡持卡人合約不適用於連卡佛優惠卡。

重要提示！閣下在使用連卡佛優惠卡前，請細閱本合約。閣下使用（包括啟動）信用卡，即被視為已接受本合約所載的條款及細則並受其約束。

在本合約中使用的詞語的定義載於本合約的末端。

1. 閣下的責任

- (a) 閣下須為信用卡戶口及所有信用卡交易（包括所有相關費用及收費）負責。縱使在下列情況，閣下仍須負責：
 - (i) 閣下沒有簽署簽賬單；或
 - (ii) 信用卡交易不是在閣下自願的情況下進行。即使閣下的信用卡或本合約已被終止，閣下仍須為此負責。
- (b) 閣下不應轉讓閣下的信用卡或容許任何其他人士使用閣下的信用卡。
- (c) 閣下應採取包括下列的適當安全防範措施：
 - (i) 收到閣下的信用卡後立刻在卡上簽署；
 - (ii) 小心保管閣下的信用卡，閣下應像對現金一樣謹慎處理閣下的信用卡；
 - (iii) 確保商戶於信用卡交易完畢後從速將信用卡交還給閣下；
 - (iv) 記下閣下的信用卡號碼，並與信用卡分開安全存放；
 - (v) 每次簽賬時，切記在簽賬單上填上總金額及在銀碼前加上貨幣代號，切勿留有空位讓別人填寫；
 - (vi) 確保就每項信用卡交易只列印一張簽賬單；及
 - (vii) 保留每張簽賬單的持卡人存根，並跟信用卡結單查對。

(d) 如閣下的信用卡遺失、被竊、外洩或遭未經授權使用，閣下應按第5條報告。

(e) 如閣下為基本卡持卡人，應確保每名附屬卡持卡人按本合約使用及處理其信用卡及相關事宜。閣下應特別注意，附屬卡持卡人可使用或享用某些有關附屬卡的服務和信用卡優惠，縱使閣下沒有以基本卡使用或享用該等服務和信用卡優惠。在這情況下，閣下仍須確保附屬卡持卡人依照本合約及規管該等服務和信用卡優惠的其他條款及細則使用或享用該等服務和信用卡優惠。

2. 信用限額設定及檢討

- (a) 閣下的信用卡設有一信用限額，就適用於該信用卡的信用限額，請參閱信用卡結單。閣下須遵守信用卡的信用限額。
- (b) 本行設定並不時檢討信用限額。本行在認為適當時可為閣下的信用卡設定不同的信用限額。本行是根據閣下信用卡戶口信貸風險的定期評估（包括任何簽賬及還款模式）設定信用限額。如本行決定加大信用限額，本行會事先通知閣下。本行可無需事先通知閣下而減少信用限額。閣下可隨時向本行申請檢討信用限額。
- (c) 本行可拒絕超出信用限額的信用卡交易。然而，本行亦可無需通知閣下而酌情決定接受該等信用卡交易（除非本行已收到並處理閣下拒絕超出信用限額信貸安排的要求）。即使本行接納閣下拒絕超出信用限額信貸安排的要求，某些超出信用限額的信用卡交易仍可能被容許（各種「**例外信用卡交易**」）。例外信用卡交易包括並非被本行即時處理或無需本行授權而可進行的任何信用卡交易（例如：獲批核但延遲錄入閣下信用卡戶口而可能引致超額的交易）。
- (d) 閣下須按本合約的條文為超出信用限額的信用卡交易負責。

3. 現金貸款及信用卡交易

- (a) 所有信用卡交易將以港幣進行。閣下僅可在連卡佛（香港）有限公司或其繼承人及受讓人指定的零售商店（「**零售商店**」）使用閣下的信用卡。
- (b) 本行無需就任何零售商店拒絕接納閣下的信用卡而負責。本行亦無需就任何零售商店向閣下提供的任何商品或服務負責。閣下根據本合約對本行的責任不會因閣下對零售商店作出的任何申索而受到影響或被免除或減少。閣下須自行負責解決與零售商店的任何爭議。

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務或與此相關而可能招致或蒙受下列情況，閣下須作出彌償及付還（下列第12(b)條所載的除外）：

- (i) **所有法律行動、訴訟及索償**（不論由本行或上列人士或對本行或上列人士提出）；及
- (ii) **所有損失、損害及金額合理的成本及開支**。

本彌償在本合約終止後將繼續有效。

(b) 如證實第12(a)條所載的任何法律行動、訴訟、索償、損失、損害或金額是因(i)本行、(ii)本行的代理人或代名人，或(iii)本行的職員或僱員或本行的代理人或代名人的職員或僱員嚴重疏忽或故意失責所引致，則閣下無需根據第12(a)條負責（但只限於直接及純因該等嚴重疏忽或故意失責引致的直接及合理可預見的法律行動、訴訟、索償、損失、損害或金額）。

(c) 如閣下未有在到期時繳付任何款項或如閣下違反本合約的任何條款或細則，本行可強制執行本行的權利或採取補救方法收回或追討任何欠款。本行有權為該等目的聘用代理人或服務供應商。就本行為收回或追討任何欠款而合理地招致金額合理的所有成本（包括法律費用）及開支，閣下須對本行作出彌償及向本行付還。本行有權就任何結欠金額（包括本行招致的任何成本及開支）繼續徵收財務費用，直至本行收到全數款項為止。

13. 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，本行亦將擁有閣下信用卡戶口的結欠與閣下於本行維持的任何其他戶口的結欠合併或綜合計算，而無需事先通知閣下。如閣下為基本卡持卡人，本行的權利將延伸至任何附屬卡持有人的信用卡戶口結欠。本行亦有權以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉賬，用以清還閣下根據本合約對本行的欠債。

14. 更改條款及細則、費用及收費

本行有權不時更改本合約的條款及細則、利率、財務費用或其他費用或收費。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於更改生效日期前將閣下的信用卡歸還本行取消，閣下將受有關更改約束。

15. 收集及披露閣下的資料

(a) 定義

本第15條中使用的詞語有下列涵義。

權力機關包括對滙豐集團任何部分具有司法權限的

4. 信用卡優惠

(a) 信用卡優惠可包括「獎賞錢」計劃下的獎賞及優惠。本行可推出新優惠或更改或撤回任何優惠，而無需事先通知。

(b) 本行可不時另外發出或更改有關信用卡優惠的附加條款及細則。這包括「獎賞錢」計劃條款及細則。

(c) 閣下可能需要另作出申請以獲得某些優惠。

(d) 有關信用卡優惠的條款及細則列出有關優惠的適用資格準則、細則、限制、指引或指示。

(e) 有關信用卡優惠的條款及細則可於本行網站瀏覽或向本行在香港的任何分行索取。條款及細則亦會隨迎新小冊子（如屬新卡）提供或於閣下申請有關信用卡的優惠時提供。

(f) 如有關信用卡優惠的條款及細則與本合約的條文就信用卡優惠有任何不一致，概以信用卡優惠條款及細則為準。

5. 閣下的信用卡遺失、被竊或不當使用

從速報告

(a) 如閣下的信用卡遺失、被竊或遭未經授權使用，閣下應從速報告。閣下應致電2233 3000通知本行的信用卡中心，或親身到香港的分行報告。

(b) 如閣下按本合約於未經授權交易的結算日前報告，閣下有權暫不繳付受爭議的金額。在本行進行調查期間，本行不會就受爭議的金額徵收任何財務費用或利息或對閣下作出不良信貸報告。在本行真誠地調查後而調查結果顯示閣下就未經授權交易的報告並無根據，本行有權就該受爭議的金額重新徵收調整段期間（包括調查期間）的財務費用或利息。本行真誠地調查的結果對閣下具有約束力。

閣下就未經授權交易的責任

(c) 就在本行收到遺失、被竊或未經授權使用的報告前未經授權使用閣下的信用卡進行的所有交易，閣下均須負責。

(d) 如閣下按本第5條報告信用卡遺失、被竊或遭未經授權使用，則閣下就未經授權的交易須承擔的責任最高為港幣500元。但請注意，該限額在下列情況下並不適用（即閣下須負責全數金額）：

(i) 如閣下在知情的情況下（不論是否自願）容許任何其他人士使用閣下的信用卡；或

(ii) 如閣下就使用或保管閣下的任何有款計行為或嚴重疏忽。如閣下未有採取本行就使用或保管信用卡不時建議的任何安全防範措施，可能被視為閣下的嚴重疏忽。

補發新卡

(e) 本行無責任但可向閣下補發新卡。如本行補發新卡，本行會徵收手續費。

6. 信用卡結單

(a) 本行一般會每月提供載有下列及其他有關信用卡（包括附屬信用卡，如適用）詳情的信用卡結單：

(i) 信用卡戶口未清還款項的總額（簡稱「**結單結欠**」）；

(ii) 應繳付的結單結欠的最低付款額（簡稱「**最低付款額**」）；及

(iii) 最低付款額須即時繳付的部份及須繳付餘額的日期（簡稱「**到期日**」）。

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

(b) 本行有權將所有信用卡結單送交基本卡持卡人（包括附屬信用卡的結單）。

(c) 如信用卡結單顯示任何未經閣下授權的交易，閣下應從速通知本行的信用卡中心。閣下應於結單日期60天內及以本行不時接納的方式通知本行。如閣下未有於指定的限期內通知本行，結單所顯示的交易即被視為正確、最終並對閣下具有約束力，而閣下會被視為已經放棄任何就該等交易對本行提出反對或採取補救方法的權利。

7. 還款

(a) 閣下可根據本行的正常條款及細則以支票或其他方式繳付結單結欠。

(b) 如閣下將身處香港境外，應在離港前為繳付信用卡戶口結欠作出適當的安排。

(c) 就轉入或進賬至閣下信用卡戶口的款項，本行會立即按下列次序用作減少信用卡戶口當時尚未清還的結欠：

(i) 首先，清還錄入信用卡戶口的所有費用及收費；

(ii) 然後，每次減少結單結欠（扣除錄入的費用及收費）的1%直至最低付款額全數清還為止；

(iii) 然後，超出最低付款額的任何款項按適用月息由高至低清還尚餘的結單結欠（即先清還結單結欠中須還最高息的尚餘部份，如此類推）；及

(iv) 然後，超出結單結欠的任何款項會進賬為信用卡戶口的結存。

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人士的稅務資料及隨附陳述書、豁免書及同意書，本行可自行判斷有關閣下或該關連人士的狀況，包括閣下或關連人士需否向稅務機關申報。本行或其他人士可能被要求提起任何稅務機關根據法律要求的金額，並支付有關金額予適當的稅務機關。

閣下的責任

(iv) 不時提供予本行或滙豐集團成員的閣下資料如有任何變更，閣下同意從速（在任何情況下於30天內）以書面通知本行。閣下亦同意從速回覆本行或滙豐集團成員就提供閣下資料的任何要求。

(v) 閣下確認每名關連人士已獲通知及同意（或在有關時候獲通知及同意）其已被或會被提供予本行或滙豐集團成員的資料（包括閣下資料或稅務資料）按本行不時修改或補充的本第15條及個人資料通知所載處理、披露及轉移。閣下須知會該等關連人士他們有權索取及改正其個人資料。

(vi) 閣下同意本行按本合約所述使用、儲存、披露、處理及轉移所有閣下資料，並會作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上所述行事。如閣下未能或未有在任何方面遵守(v)及(vi)列出的責任，閣下同意從速以書面通知本行。

(vii) 如：

- 閣下或任何關連人士未有按本行合理的要求從速提供閣下資料，或
- 閣下或任何關連人士拒絕給予或撤回任何本行為用途（不包括向閣下促銷或推廣產品及服務有關的用途）處理、轉移或披露閣下資料所需的任何同意；或
- 本行或滙豐集團成員就金融罪行或相關風險產生懷疑，

本行可能：
(A) 未能向閣下提供新服務或繼續提供全部或部分服務，並保留終止本行與閣下關係的權利；
(B) 作出所需行動讓本行或滙豐集團成員符合合規責任；及

(C) 若本地法律許可，封鎖、轉移、結束或終止閣下的戶口或信用卡（包括附屬信用卡）。

另外，如閣下未有按要求從速提供閣下或關連

人士的其他次序應用轉入或進賬至閣下信用卡戶口的款項。本條款不會影響或限制上列第7(c)條的效力。

(e) 如閣下因任何適用法律或法規須扣減或預扣閣下按本合約應向本行繳付的任何款項，閣下須自行負責在適用時限內向有關當局繳付扣減或預扣金額。閣下須為未有依時繳付的一切後果對本行作出彌償。閣下亦應確保本行收到的金額相等於在無需作出該等扣減或預扣的情況下本行原應收到的全數金額。

8. 費用及收費

(a) 如本行在到期日或該日前收到結單結欠的全數金額，閣下無需就結單結欠任何財務費用或逾期費用。結單結欠的金額包括有關信用卡交易的所有費用、收費、成本及開支。

(b) 閣下就錄入閣下的信用卡的購物交易可享有最長達56日的免息期。

9. 財務費用

(i) 如閣下在到期日或該日前未有繳付結單結欠的全數金額，本行可能（在不另行通知的情況下）徵收財務費用，即使閣下已全數繳付最低付款額。該財務費用就下列金額徵收：

(1) 未清還結單結欠（由緊接到期日前的結單日起至本行收到全數金額為止）；及

(2) 自該結單日起被錄入閣下信用卡戶口的每項新交易金額（由交易日期起至本行收到全數金額為止）。

(ii) 財務費用按日累算並按當時的「滙豐零售銀行及財富管理客戶銀行服務費用簡介」中列明的每月利率計算。

10. 逾期費用

如閣下在到期日或該日前未有全數繳付最低付款額，除財務費用外本行可能（在不另行通知的情況下）徵收逾期費用。逾期費用會在下一個結單日記入閣下的信用卡戶口。

11. 費用

閣下須繳付下列費用（按情況適用）。如閣下需要任何額外服務，閣下可能需要繳付其他費用及收費。

(i) 超出信用限額手續費：如結單結欠（扣除當時錄入閣下信用卡戶口的所有費用及收費）超出閣下信用卡的信用限額，本行將視之為閣下向本行臨時要求調高信用限額。本行可能同意批核閣下的要求及（在不另行通知的情況下）徵

收有關審批該要求的手續費。如本行已收到及處理閣下有權超出信用限額信貸安排的要求，本行只有極少數任何例外信用卡交易徵收超出信用限額手續費；

(ii) 退票或自動繳費退回手續費：如支票或自動繳費並非從在本行開立的戶口支取，而支票或自動繳費被退回，本行將視之為閣下臨時要求本行提供的特別服務及可能（在不另行通知的情況下）徵收有關的手續費；

(iii) 補發新卡費：就續卡日前補發信用卡本行會每次徵收手續費；

(iv) 索取副本費：就閣下索取簽賬單副本本行會徵收索取副本費；及

(v) 年費：本行可徵收或豁免閣下的信用卡及任何附屬卡的年費

(f) 本行可不時更改各項費用及收費。本行的「滙豐零售銀行及財富管理客戶銀行服務費用簡介」載有各項費用及收費的詳情（包括適用利率或金額）。該簡介可於本行網站瀏覽或向本行在香港的任何分行索取。

(g) 本行會把任何費用及收費記入閣下的信用卡戶口。該等費用及收費並不會被豁免或退還。

9. 附屬信用卡

(a) 如閣下為附屬卡持卡人，閣下須為使用閣下的附屬信用卡負責並受本合約的條款及細則約束。閣下無需為發給另一名附屬卡持有人的附屬信用卡或基本卡的使用負責。

(b) 如閣下為基本卡持卡人，閣下須為閣下的基本卡及各附屬信用卡的使用負責。本行可全權酌情向基本卡持卡人或附屬卡持卡人（或兩者）追討該附屬卡持有人的欠債（包括所有費用及收費）。

10. 終止信用卡

由閣下終止

(a) 閣下可隨時終止閣下的信用卡。如閣下欲終止閣下的信用卡，閣下須給予本行書面通知以及向本行歸還閣下的信用卡連同所有附屬信用卡（如有）。如閣下的信用卡為基本卡，閣下的終止通知會同時終止閣下的信用卡及所有附屬信用卡（如有）。

(b) 附屬信用卡可由基本卡持卡人或該附屬信用卡的持卡人終止。基本卡持卡人或附屬信用卡持卡人須給予本行書面通知以及向本行歸還該附屬信用卡。

(c) 閣下向本行歸還信用卡前應先將其剪成兩半。

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(ii) 本第15條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本第15條的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

(f) 終止後繼續有效

即使閣下、或本行或滙豐集團成員終止對閣下提供任何服務、閣下的任何戶口結束，或閣下的任何信用卡（包括任何附屬信用卡）被終止，本第15條繼續有效。

16. 一般事項

(a) 閣下的信用卡屬本行所有。閣下須按本行要求歸還。

(b) 閣下的就業或聯絡資料（包括地址、電話號碼、電郵地址及傳真號碼）如有所更改，閣下應從速通知本行信用卡中心。該等通知應以本行可不時接納的方式作出。

(c) 在提供本行服務過程中，本行可能記錄從閣下收到的口頭指示及與本行與閣下之間的任何其他口頭通訊。

(d) 本行有權攝影或掃描與閣下信用卡戶口相關的任何文件後銷毀該文件。

致閣下的通知

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

(i) （如以專人派遞）在專人派遞或置放該通知於閣下最後通知的地址之時；

(ii) （如以郵寄方式送出）在本行向上述地址郵寄該通知後48小時（如屬香港地址）或七日（如屬香港境外地址）；

(iii) （如以電郵方式發出）緊隨本行向閣下最後通知的電郵地址電郵該通知後；

(iv) （如以流動電話訊息方式發出）緊隨本行向閣下最後通知的流動電話號碼發出該通知後；或

(v) （如在閣下於本行的個人網上理財賬戶提供）緊隨本行把該通知提供至該處後。

賭博或其他非法交易

(f) 閣下不應使用閣下的信用卡作任何賭博或根據任何適用法律為非法的其他交易。如本行懷疑、相信或得知任何信用卡交易乃賭博或其他非法交易

由本行終止

(d) 本行可隨時終止閣下的信用卡（不論是基本卡或附屬信用卡）而無需給予閣下事先通知或任何理由。

終止後閣下仍須為欠債負責

(e) 閣下的信用卡如因任何原因被終止或如閣下破產或逝世，下列金額將立即到期並須向本行全數清還：

(i) 閣下的信用卡戶口未清還的結欠；及

(ii) 已進行但未錄入閣下信用卡戶口的任何信用卡交易金額。

(f) 即使閣下的信用卡已被終止或閣下已破產或逝世，閣下或閣下的遺產管理人仍須向本行繳付所有未清還金額。該等未清還金額包括在信用卡被終止或閣下破產或逝世前已設立或授權的定期付款安排下的金額（即使該等繳付金額其後才記入閣下的信用卡戶口）。本行有權繼續就任何未清還金額（包括本行招致的任何成本及開支）徵收財務費用，直至本行收到全數款項為止。

(g) 閣下須為以閣下的信用卡進行的任何信用卡交易負責，直至信用卡已歸還本行為止。如閣下為基本卡持卡人，閣下須為以附屬信用卡進行的任何信用卡交易負責，直至(i)附屬信用卡已歸還本行或(ii)直至本行能辦理適用於失卡的手續為止（如閣下有此要求），該等信用卡交易包括透過自動付款安排或八達通或其他電子支付方式進行的購物或交易。

11. 本行責任的限制

(a) 就下列情況（或任何一項）本行無需向閣下或任何其他人士負責：

(i) 本行向閣下提供的設備、設施或服務出現任何延誤、失誤或電腦處理出錯，如屬於本行合理控制以外的情況或因此造成；及

(ii) 因本行提供設備、設施或服務，或因本行未有或延遲提供設備、設施或服務，而引致或相關的任何間接或相應產生的損失。

(b) 如任何並非本行的代理人的人士向閣下提供任何設備、設施或服務，而本行用合理技術並合理謹慎地與該人士往來，則本行無需就該人士的任何作為或遺漏負責。

12. 彌償

(a) 對(i)本行、(ii)本行的代理人及代名人，及(iii)本行的職員及僱員，以及本行的代理人或代名人的職員及僱員因閣下根據本合約使用本行的設備、設施或服務或本行根據本合約向閣下提供設備、設施或服

滙豐集團成員公司之標誌。圖為香港總行，位於中環皇后大道中。

務或與其有關，本行有權(i)拒絕處理或繳付該信用卡交易或(ii)推翻或取消該信用卡交易或作退單。

第三者權利

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

管轄法律、管轄權及版本

(h) 本合約受香港法律管轄並按其詮釋。

(i) 閣下服從香港法院的非專有管轄權。

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

定義

附屬卡持卡人附屬卡持卡人指獲本行發出附屬信用卡的任何及每名人士。

本合約指可不時被修改的本連卡佛優惠卡持卡人合約。

信用卡指由本行發出的連卡佛優惠卡。

信用卡戶口指就信用卡所開立的戶口，以供記錄信用卡交易及其他交易。

信用卡交易指使用閣下的信用卡進行的每項交易。

例外信用卡交易的定義見第2(c)條。

香港指中華人民共和國香港特別行政區。

最低付款額的定義見第6(a)條。

到期日的定義見第6(a)條。

零售商店的定義見第3(a)條。

結單結欠的定義見第6(a)條。

本行、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發出信用卡（不論是基本卡或附屬信用卡）的人士。

由2016年1月1日起生效

（注意：如中文譯本與英文本在文義上出現分歧，概以英文本為準。）

由香港上海滙豐銀行有限公司刊發 Issued by The Hongkong and Shanghai Banking Corporation Limited