

Major Terms and Conditions of UnionPay Dual Currency Credit Card Cardholder Agreement

The Agreement applies to HSBC Pulse UnionPay Dual Currency Diamond and UnionPay Dual Currency credit cards issued by us.

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

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

or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under paragraph (l) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

- n. We may separately issue or vary additional terms and conditions relating to card benefits from time to time. The terms and conditions relating to a card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that card benefit.
- o. You should not use your card for payment of any gambling or other transaction which is illegal under any applicable laws.
- p. We have the right to vary the terms and conditions of the Agreement, interest rates, finance charges or other fees or charges from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your card is returned to us for termination before the date on which that variation takes effect.
- q. You agree to inform us promptly and in any event, within 30 days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.
- r. Your card account consists of a Hong Kong dollar sub-account and a Renminbi sub-account. We set the credit limit on your card in Hong Kong dollar. That credit limit is allocated between the two sub-accounts based on your allocation request in your card application.
- s. If you effect a card transaction in Renminbi, we will debit that card transaction to your Renminbi sub-account. If you effect a card transaction in Hong Kong dollar, we will debit that card transaction to your Hong Kong dollar sub-account. If you effect a card transaction in a currency other than Hong Kong dollar and Renminbi, we will debit that card transaction to your Hong Kong dollar sub-account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion. We will also debit to your Hong Kong dollar sub-account a percentage of the card transaction charged by us and any transaction fee (in full or in part) charged by UnionPay to us.
- t. You can use your card at an ATM to access one Hong Kong dollar bank account ("**Linked Account**") only. If you withdraw cash at UnionPay ATMs in Hong Kong, you may select to withdraw from the Linked Account as a cash withdrawal or from your Hong Kong dollar sub-account as a cash advance. If you withdraw at UnionPay ATMs (including HSBC ATMs) in Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account. If you withdraw at UnionPay ATMs outside Mainland China and Hong Kong and have sufficient funds in the Linked Account to cover the entire amount of the cash withdrawal, we will treat the withdrawal as cash withdrawal from the Linked Account. If you withdraw at UnionPay ATMs outside Mainland China and Hong Kong an amount greater than the available balance in the Linked Account, we will treat the entire withdrawal amount as a cash advance from your Hong Kong dollar sub-account.
- u. Your card statement will include separate sections specifying the payment details of each sub-account. You should pay the amount outstanding on each sub-account separately in its own currency. We will not convert or transfer any credit balance in one sub-account to settle outstanding balance in the other sub-account.
- v. You should safeguard your card and PIN by taking appropriate security measures. You should promptly report any loss, theft, disclosure or unauthorised use of your card or PIN. You will be liable for all cash advances and all other transactions effected by unauthorised use of your card or PIN before we or any member of UnionPay receive report of loss, theft, disclosure or unauthorised use. If you report loss, theft, disclosure or unauthorised use of your card or PIN in accordance with the Agreement, your maximum liability for unauthorised transactions (other than cash advances) is HK\$500 each of for your Hong Kong dollar sub-account and Renminbi sub-account.
- w. However, please note that the limits referred to in paragraph (v) above DO NOT APPLY (and you will be liable for the full amount) in the cases below:
 - (i) if you have knowingly (whether or not voluntarily) permitted any other person to use your card or PIN; or
 - (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your card or PIN. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your card or PIN may be treated as your gross negligence.
- x. We may suspend your Hong Kong dollar sub-account or Renminbi sub-account (or both) at any time without giving you prior notice or any reason.

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

Definitions

ATM means an automated teller machine.

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

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

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

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

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

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

UnionPay ATM means any ATM bearing the logo of China UnionPay Company Limited that accepts your card.

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

Effective from 2 Dec 2019

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