

# Notice of Changes on the Use of Personal Credit Cards

## A. The following amendments to our RewardCash Programme Terms and Conditions will take effect from 1 April 2017:

Section	Amendments
A. General Terms and Conditions	<p>A new sub-clause (e) will be added to clause 5 as follows:</p> <p>5. We have the right not to award or allow you to use RewardCash unless your credit card and card account are valid and in good standing. We also have the right to specify and vary from time to time the RewardCash earning rate and the types of spending that do not earn RewardCash. At present, spending types that do not earn RewardCash include the following:</p> <ul style="list-style-type: none"> <li>a) cash advance;</li> <li>b) fees and charges;</li> <li>c) withdrawals under a cash or spending instalment plan; <del>and</del></li> <li>d) (i) online bill payments to the Inland Revenue Department made with any credit card, (ii) online bill payments under bill type of policy loan repayment to insurance companies made with any credit card, and (iii) online bill payments made with a Classic, Gold or UnionPay Dual Currency credit card</li> </ul> <p>RewardCash will be awarded only for the first HKD10,000 eligible online bill payments made using an eligible credit card in each monthly statement cycle; <u>and</u></p> <ul style="list-style-type: none"> <li>e) <u>quasi cash transactions including:</u> <ul style="list-style-type: none"> <li><u>(i) betting and gambling transactions. (ii) transactions at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques). (iii) transactions at financial institutions (including purchase of merchandise and services from banks). (iv) wire transfers, and (v) purchase and/or reload of stored value cards or e-Wallets (except for reload via Octopus Automatic Added Value Service), according to the merchant codes issued by Visa, MasterCard Worldwide or UnionPay (as applicable) from time to time</u></li> </ul> </li> </ul>

## B. The following amendments to our credit card cardholder agreements will take effect from 1 May 2017:

Applicable credit card cardholder agreement(s)	Amendments
Credit Card Cardholder Agreement [Clause 1(a)]	<p>The current clause will be amended as Agreement follows:</p> <p><b>Your responsibility</b></p>
green credit card Cardholder Agreement [Clause 1(a)]	<ul style="list-style-type: none"> <li>a) You are responsible for the Card Account and all Card Transactions (including all related fees and charges). You are responsible even if: <ul style="list-style-type: none"> <li>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) <u>or the signature on the sales slip is different from the signature on your Card</u>; or</li> <li>ii) the Card Transaction is effected involuntarily</li> </ul> </li> </ul>
iCAN Credit Card Cardholder Agreement [Clause 1(a)]	

**Applicable credit card cardholder agreement(s)**

**Amendments**

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Credit Card Cardholder Agreement [Clause 5(d)(i)]	<p>The current clause will be amended as follows:</p> <p><b>Loss, theft or misuse of your Card or PIN</b></p> <p>d) i) If you report loss, theft, disclosure or unauthorised use of your Card or PIN in accordance with this Clause 5, your maximum liability for unauthorized transactions (other than cash advances) is:</p> <p><b>1) (applicable if your Card is a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card) HKD500 for <u>each of</u> your Hong Kong dollar sub-account and <del>RMB500 for your</del> Renminbi sub-account <del>respectively</del>;</b></p> <p><b>2) (for other Cards) HKD500 per Card</b></p>
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Credit Card Cardholder Agreement [Clause 7(g)]	<p>The current clause will be replaced as follows:</p> <p>i) All payments to us under or in connection with this 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 this 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 this Agreement</p>
green credit card Cardholder Agreement [Clause 7(f)]	<p>ii) You agree that any termination of your Card 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 your Card, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if your Card 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 this Agreement, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated your Card</p>
iCAN Credit Card Cardholder Agreement [Clause 7(f)]	<p>iii) 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 any amount payable to us under this Agreement 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</p>
	<p>iv) This Clause [7(g)]/[7(f)] will continue to be effective after the termination of your Card</p>

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Credit Card Cardholder Agreement [Clause 11(d)]	<p>The current clause will be amended as follows:</p> <p><b>Termination of Card</b></p> <p>d) We may terminate <u>or suspend</u> your Card (whether the primary Card or an additional Card) at any time without giving you prior notice or any reason</p>
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iCAN Credit Card Cardholder Agreement [Clause 9(c)]	<p>The current clause will be amended as follows:</p> <p><b>Termination of Card</b></p> <p>c) We may terminate <u>or suspend</u> your Card at any time without giving you prior notice or any reason. If we terminate <u>or suspend</u> your Card, this will automatically result in the termination <u>or suspension</u> of your Virtual Card Account and all linked private label cards (if any) at the same time, <u>as applicable</u></p>
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Please note that the amendments under Part A shall be binding on you if you continue to use or retain your card(s) on or after 1 April 2017, and the amendments under Part B shall be binding on you if you continue to use or retain your card(s) on or after 1 May 2017.

If you decline to accept the amendments, you have the right to terminate your card(s) according to the relevant provision under the applicable credit card cardholder agreement(s) before the amendments come into effect. If you wish to make any such arrangements or should you have any queries, please call our Customer Service Hotline on (852) 2233 3000 for enquiries. For HSBC Premier customers, you are also welcome to call HSBC Premier Hotline on (852) 2233 3322 for enquiries.

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

February 2017