

# Credit Card Terms

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## Welcome

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## Our Credit Card Terms

These are our terms and conditions. They record the promises we make to each other. It's a legally binding agreement between you and us. We'll call them our Credit Card Terms.

Our Credit Card Terms start when your credit card is approved and used (including activated). When we talk about 'we' or 'us' in this agreement, we mean The Hongkong and Shanghai Banking Corporation Limited. When we talk about 'you' or 'your', we mean the person named on the credit card.

### Key

In this agreement, the following symbols mean:

-  Things you need to do
-  Things you can't do
-  Additional information to help you
-  Be aware
-  Look closer

## Our Agreement

These Credit Card Terms are our agreement with you. You can't transfer it to anyone else.

<b>These Credit Card Terms</b>	Records promises we make to each other.	You're reading these now.
<b>Key Facts Statement</b>	<b>Includes specific details for your credit card, together with interest rates and credit limit.</b>	Find this on our website.
<b>Fee Schedule</b>	<b>Shows our fees and interest rates for your credit card.</b>	We'll send this to you.
<b>Tariff Guide</b>	<b>Shows all our fees and interest rates.</b>	Find this on our website.
<b>RewardCash Programme</b>	Details of how you can earn and use points.	Find this on our website.
<b>Our Privacy Notice</b>	Explains how we collect, store, use and share your data.	Find this on our website.
<b>Cash Instalment Plan Terms</b>	Records our agreement if a Cash Instalment Plan is provided to you.	Find this on our website.
<b>Cash Credit Plan Terms</b>	Records our agreement if a Cash Credit Plan is provided to you.	Find this on our website.
<b>Spending Instalment Plan Terms</b>	Records our agreement if a Spending Instalment Plan is provided to you.	Find this on our website.
<b>Interest-free Merchant Instalment Plan Terms</b>	Records our agreement with you if an Interest-free Merchant Instalment Plan is provided to you.	Find this on our website.

## Transacting with a credit card

### Authorising a transaction

- 🔑 **You're responsible for every transaction (including a cash advance). This includes where a card linked to your account is used:**
  - ♦ **For a low value contactless payment; or**
  - ♦ **With your security details.**
- 🔒 Security details are personalised information that confirm a cardholder's identity or which are unique to the cardholder (such as your credit card number, the security code on your credit card, password, authentication factors, biometric data or signature).
- 🔒 Authentication factors include, but aren't limited to, PINs, soft tokens and in-app/SMS confirmations.
- 🔒 PIN means personal identification number or any code or number or your voice print or other biometric credential that is used by us to identify you when you access information, give instructions, make a transaction using your credit card or use any related services. A PIN may be designated by us or you or generated by a security device designated or approved by us or generated by our collecting and analysing your voice or other biometric credential.

### All credit card transactions authorised by a signature are your responsibility, even where:

- ♦ **The signature used to make the transaction does not match the signature on the credit card; or**
- ♦ **The credit card has not been signed.**

- ⚠️ **It's important to contact us immediately if you are aware of any unauthorised transaction or your card has been stolen.** More details can be found in the latter part of these Credit Card Terms.

### Foreign Currency transactions

If your credit card is a Hong Kong dollar card and you make a transaction in a currency other than Hong Kong dollars, we will debit the transaction from your account after converting the transaction into Hong Kong dollars at the exchange rate determined by us by reference to the exchange rate adopted by Visa or Mastercard Worldwide (as applicable) on the date we process the transaction.

### Your credit limit

Your credit limit is the total amount we agree to lend you for your personal use, including any cash advances and any plan(s). See your statement for details of your limit.

### Mistaken Payment

In case any duplicated refund/payment transaction is made to your credit card account due to processing errors, we may need to reverse the mistaken transaction from your credit card account without telling you first. This applies even after the credit card is cancelled.

### Additional Cardholders

You can ask us to provide a card to someone other than you so that they can access the credit we provide to you. It is our choice whether to allow that person to access the credit we give you. If we allow it, we will issue a credit card to that person and they will be an additional cardholder. Additional cardholders share your entire credit limit and are not provided with a set portion of your credit limit or their own separate amount of credit. We will not provide any Statement to an additional cardholder and all transactions made by an additional cardholder will be shown on the statements we provide to you.

**As the account holder, you have full control over and responsibility for all credit cards issued under your account.**

- ☑ This means:
- ♦ **You'll have to repay all credit card debt on time;**
  - ♦ You'll be able to check transactions of all cardholders on your statement;
  - ♦ **You'll be responsible for the use of the account by an additional cardholder, including any use that makes you break these Credit Card Terms;** and
  - ♦ We can hold you or the additional cardholder or both liable for the use of that additional card.

🗨 You can ask us to add or remove additional cardholders at any time. We will process your request as soon as we can.

**Tell your additional cardholders to keep their credit card and security details safe and to contact both you and us straight away if their credit card is lost or stolen or if any data or security details are no longer safe. Additional cardholders will not be liable for the use of any additional card issued to another additional cardholder or the use of the primary card.**

### Use of Card at ATMs or for Electronic Payment System (EPS) payment

- ℹ If you want to operate any of your bank accounts with us with your credit card using an ATM, or if you want to make payment from that bank account through EPS, you have to link that bank account to your credit card. We may specify any conditions or limits relating to the use of ATM or payments through EPS. These conditions or limits may include the following (or any of them):
- ♦ The types or number of bank accounts that may be linked to a card;
  - ♦ The currency of any transaction; and
  - ♦ Limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment through ATM or EPS.


⚠ **If you want to use your credit card at an ATM outside Hong Kong for cash withdrawals (including cash advance) and transfers, you are required to set your overseas ATM daily withdrawal and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels designated by us from time to time.**


**A fee is payable when you withdraw cash by making a cash advance from your credit card account from an ATM.** The fee will be added to your account and will be reflected in your monthly credit card statement. It will reduce the amount of available credit. **If you do not repay the fee when it is due, we will charge interest on it.**

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## How payments can be stopped or delayed

### How to stop or change a payment

 You can only stop or change future dated payments. Let us know 3 full clear working days before the payment is due and we will try to follow your instructions.

 **If you have already paid, but have a disagreement with a retailer or service provider, you must either raise it with them directly or ask for our help. We need your request within 60 days from the date of the Statement on which the payment is shown, otherwise we may not be able to help you.**

After you have told us about your disputed transaction, we may consider applying a temporary refund to your account.

If we apply a temporary refund to your account:

- ♦ The value of the refund will be the value of the transaction(s) at the time they were made.
- ♦ You will not pay interest or fees on any transaction that has been temporarily refunded until we have made our decision.

After we have applied the temporary refund, we will manage your dispute and:

- ♦ For successfully disputed transactions the temporary refund will become permanent.
- ♦ **Unsuccessfully disputed transactions will be placed on to your account and you will be responsible for all fees and interest from the date the transaction is recorded on your statement.**

**If we do not apply a temporary refund to your account, you will continue to be responsible for the payment of that transaction and any fees and interest.** If successfully disputed and your money is refunded by the retailer or service provider, we'll credit the amount to your account as soon as we get it.

We won't get involved with issues that you have with any retailer or service provider. This includes, but isn't limited to:

- ♦ The quality of the goods or services you receive;
- ♦ Anything that they or their agents fail to do;
- ♦ Your card being refused; or
- ♦ Any disputes between you and the retailer or service provider.

We do not have to act on any request by you to set up, change or end autopay or direct debit arrangements if there is any dispute between you and a retailer or service provider.

**Your obligation to us will not be relieved or reduced by any claim made by you against any retailer or service provider.**

### When we can stop or delay a payment

We can stop or delay a payment if:

- ♦ The payment instructions are incorrect or incomplete;
- ♦ The payment exceeds your credit limit;
- ♦ It may cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency;
- ♦ We reasonably suspect fraudulent, illegal or criminal activity; or
- ♦ There are circumstances beyond our reasonable control, such as a power failure.

### Payments which may exceed your credit limit

**We can increase your credit limit or provide over-the-limit facility with your explicit agreement. Even if you have agreed to the over-the-limit facility, you can opt out afterwards. If you do not agree to the credit limit increase nor the over-the-limit facility, we cannot allow transactions to exceed your credit limit save for the following types of transactions, known as Excluded Card Transactions:**

- ♦ Any transactions which are not immediately processed by us;
- ♦ Octopus Automatic Add-Value transactions;
- ♦ Mobile or contactless payment transactions;
- ♦ Approved transactions which are posted later;
- ♦ Transactions where the posting amount exceeds the transaction amount, for example, due to currency exchange rate fluctuations in respect of foreign currency transactions; and
- ♦ Transactions approved by Visa, Mastercard Worldwide or UnionPay to your Card Account which may result in over-the-limit transactions.

If the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your credit card, **we may charge a handling fee for the over-the-limit facility (including the Excluded Card Transactions) to the extent that you've opted in for the over-the-limit facility. If you have not opted in for the over-the-limit facility, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions.**

**You're responsible for every transaction exceeding the credit limit.**



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## Your credit card interest and fees

**Our Key Facts Statement, Fee Schedule and Tariff Guide show the interest rates and fees for all our different credit cards.** Different interest and fees apply to different types of transactions, including for cash advance. You can also find the interest rates that apply to you on your monthly statements. We may vary the interest rates and fees from time to time, please refer to the Key Facts Statements, Fee Schedule and the Tariff Guide for latest information.

### How we calculate your finance charges

**If you don't pay the full amount due by the due date, we will charge you finance charges without further notice even if you have paid the minimum repayment due in full.**

**The finance charge will be charged on:**

- ♦ **The outstanding amount you have not paid, from the statement date immediately preceding the payment due date until we receive the full payment; and**
- ♦ **The amount of each new transaction posted to your account since that statement date, from the transaction date until we receive full payment.**

**The finance charge will accrue daily and be calculated at the interest rate per month as specified in our Fee Schedule and Tariff Guide. Different interest rates may apply to outstanding cash advance and outstanding purchase transactions.**

○ **If you pay at least the minimum payment by the due date, you'll pay off all the currently billed interest on the account.**

If you pay the full amount you owe us immediately on the due date, you won't pay any interest.

### What fees you have to pay

**In addition to finance charges and overlimit handling fees, if you require any additional services, you may have to pay other fees and charges.** These other fees and charges are set out in the Key Facts Statement, Fee Schedule and the Tariff Guide, and they include:

- ♦ **Late charge:** this fee is payable (in addition to the finance charge) if you do not pay the minimum payment due in full by the payment due date. The late charge will be debited from your account on the following statement date.
- ♦ **Cash advance handling fee and cash advance fee:** we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance.
- ♦ **Returned cheque or rejected autopay handling fee:** this fee is payable if a cheque or autopay is subsequently returned or rejected by us.
- ♦ **Card replacement fee:** a handling fee will be charged if your credit card needs to be replaced before renewal such as for stolen or lost credit cards. We will not charge this handling fee if your credit card is an HSBC Premier Mastercard credit card.
- ♦ **Retrieval fee:** we will charge a retrieval fee for the photocopy of sales slips requested by you.
- ♦ **Annual fee:** we may charge or waive an annual fee for your credit card and any additional credit cards. If your credit card is an HSBC Premier Mastercard or HSBC Red Credit Card, we will waive the annual fee for such cards and any relevant additional cards.
- ♦ **Foreign currency transaction fee:** we can require you to pay all or some of the transaction fees charged by Visa, Mastercard Worldwide or UnionPay (as applicable) to us on a transaction in a currency other than the currency of the card.
- ♦ **Any other fees and charges referred to in the Key Facts Statement, Fee Schedule or Tariff Guide.**

Depending on your credit card type, you may enjoy an interest-free period on purchase transactions charged to your card. Please refer to the Key Facts Statement for the interest-free period applicable to your card.

## Repayments

What you owe is made up of:

- ♦ Transactions you made with your card, including purchase of foreign currencies, gaming chips or lottery tickets, services, cash advances, or funds transfer;
- ♦ Any interest; and
- ♦ Any fees and charges.

### The amount you must pay us

We'll give you a statement each month showing the minimum repayment. **We'll refer to this as the minimum payment in the statement for that month and you must pay it on or before the due date shown on the statement.**

We may give you a statement even if you don't need to make a repayment and there is no transaction since the last statement.

**If you're going away, please make payment beforehand or on time.**

**The minimum repayment is calculated as the total fees and charges currently billed to the card statement plus 1% of the statement balance (excluding any fees and charges currently billed) as at the statement date (minimum HK\$300), plus overdue or overlimit due - whichever is higher.**

**If you have an instalment plan, we'll tell you the total amount you must pay in your statement.**

- ✔ You can pay more than the minimum repayment and this will reduce the amount of interest you have to pay in the longer term.
- ✘ Please don't pay more than the full amount you owe us as we don't pay credit interest. We may return to you any amount above what you owe us by any means we elect.

If you miss a repayment or don't make the full amount of the minimum repayment, we will:

- ♦ Charge you applicable fees which can be found in our Fee Schedule and Tariff Guide;
- ♦ Add the applicable fees to your balance; and
- ♦ Charge interest on the applicable fees.

We may also:

- ♦ Demand repayment of the total amount you owe us; and
- ♦ Ultimately take legal action to recover the amount you owe – and **you may be responsible for our costs of doing this, including costs of our lawyers and third party debt collection agents.**

It may be more difficult for you to get credit in the future if you fail to repay any amount when it is due.

**We'll continue to charge you interest and fees until the full amount you owe us is paid.**

**You must pay us any outstanding amounts under or in connection with these Credit Card Terms. This includes interest, fees and charges. We can use or transfer the money from any account you hold with us to reduce your outstanding amounts. We can also combine or consolidate any outstanding amounts under these Credit Card Terms with the balance in any other accounts which you hold with us.** This includes accounts held with any of our branches, either solely or jointly and in any currency. We'll tell you when we do this or shortly after.

- ✔ Tell us if you're encountering any financial difficulties or if you believe your circumstances could soon change.

**All amounts paid to us must be made in full without any deduction (for tax or otherwise).**

We may deduct from amounts we owe you or otherwise recover from you any amount we must pay to any government, regulators or third parties (tax or otherwise) under law or regulation. This applies even after the credit card is cancelled.

### How we apply your repayments

**We will apply your repayment in the following order:**

- ♦ **Firstly, all fees and charges billed to your account;**
- ♦ **Then, 1% of the statement balance (excluding the billed fees and charges) at a time until you have paid the minimum payment due in full;**
- ♦ **Then, any amount in excess of the minimum payment due will be used to repay the remaining portion of the statement balance according to the applicable monthly interest rate in descending order (i.e. to repay that part of the remaining portion of the statement balance that incurs the highest interest rate first and so on); and**
- ♦ **Then, any amount in excess of the statement balance will be held to the credit of your account.**

If we consider it appropriate, we may need to apply your repayments in another order without telling you first.

### Monthly Statement

- If there has been no transaction or payment and the closing balance (debit or credit) is less than HKD10 or the equivalent amount in foreign currency since the last statement date, we won't be sending you credit card



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statement(s) (either paper or electronic)

- Finance and late charges are not applicable to a debit balance that is less than HKD10 or the equivalent amount in foreign currency.
- The closing balance will be maintained in your account. When you make a new transaction or payment, the closing balance together with the new transaction or payment will be displayed in your next statement.
- This applies even after the credit card is cancelled.

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## What to do if your credit card is lost, stolen or misused or unauthorised disclosure of your authentication factors

### Responsibility for you and your additional card cardholder (if applicable):

- ◆ Need to take reasonable steps to keep the card safe and the security details secret to prevent fraud.
- ◆ Should destroy the original printed copy of the security details (if applicable).
- ◆ Aware of the risks associated with the adoption of biometric, soft token or device binding as one of the security details used for initiating relevant transactions (e.g. mobile payments) and need to take relevant protection measures to secure devices and security details.
- ◆ Should not allow anyone else to use your card and security details.
- ◆ Never to write down any security details on the card or on anything usually kept with or near it.
- ◆ Do not write down or record any security details without disguising it.
- ◆ Need to ensure that your contact details registered with us for receiving important notifications from us (e.g. SMS and email notifications for online payments) are up-to-date to allow the relevant notifications to be delivered to you on a timely basis.

### What you must do



#### Check your statements carefully.

#### Tell us straight away if:

- ☑ **Your credit card is lost, stolen or misused;**
- ☑ **You did not authorise the disclosure of your security details;**
- ☑ **You notice any unauthorised transactions; or**
- ☑ **Your data or security details are no longer safe, as you are responsible for everything until that point. After you've promptly informed us or any member of Visa, Mastercard Worldwide or UnionPay (as applicable), you will be responsible for up to HK\$500 of the unauthorised transactions on each card, except where:**
  - ☑ **You have allowed someone else to use your card or security details;**
  - ☑ **You have acted fraudulently or with gross negligence when using or safeguarding your card or security details. This includes failing to follow any of the security measures recommended by us; or**
  - ☑ **The transaction is a cash advance.**

### What happens if you don't tell us that your credit card has been lost, stolen or misused



**You'll be responsible for any unauthorised transactions that are charged to your account until you tell us that the card has been lost, stolen or misused.**

**You'll also be responsible for any unauthorised transactions after you tell us if we reasonably believe that you or an additional cardholder didn't take care of your card or security details, acted fraudulently or with gross negligence, or did not follow these terms – if we discover this after we've already refunded you, we may reverse it.**



**Protect your credit card, account and security details.**



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- ✔ **If you don't let us know of any unauthorised transactions within 60 days of the date of the statement, we may not be able to take any action. If you do not tell us within the 60 days, then you will not be able to raise any objections or seek any remedies against us for such transactions.**

We'll review any unauthorised transactions and let you know if the amount is being refunded. We'll try to complete our investigations as quickly as possible.

- ⊗ We don't accept dispute requests for the following transaction types:
- ♦ Octopus Automatic Add Value Service (AAVS) auto-reload transactions; or
  - ♦ Interest-free Merchant Instalment Transactions (except where merchants closed down).

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## Suspension, cancellation or closure of your credit card or account

### When you can cancel your credit card or account

- ✔ **You can cancel a credit card or account at any time, including an additional card. Just let us know.** We'll cancel the card as soon as we can, and will issue a credit card statement for you to make payment of the full balance. **The terms of these Credit Card Terms will continue until you repay everything you owe us. All recurring payments you've set up will be cancelled.**

### When we can suspend, cancel or close your credit card or account

We can suspend or cancel a credit card or close your account without telling you first if:

- ♦ A credit card has not been activated within 18 months of it being issued;
- ♦ On your death;
- ♦ You haven't repaid what you owe us;
- ♦ We believe there is a significantly increased risk that you will not be able to repay the amount you owe us (this could be due to the way you manage this account or any other accounts you have with us, information we receive regarding your creditworthiness or us finding that you are bankrupt or have made an arrangement with your creditors).
- ♦ We have requested information about you and your transactions, but you haven't given it to us within a reasonable time;
- ♦ You gave us incorrect or misleading information;
- ♦ We have concerns about your account's security (such as a suspected misuse of your security details);
- ♦ We reasonably suspect there could be gambling, fraudulent, illegal, unauthorised or criminal activities;
- ♦ We reasonably believe that if we don't it could put us or another HSBC group member in a position where we may not be following a law, regulation, code, court order or agreement; or
- ♦ We believe that it's important as part of our fight against financial crime.

We may not be able to tell you the reason for doing so.

**The account must not be used to make any payment for gambling or any illegal activity.** If we believe, suspect or know that it has we may either stop the payment, reverse the payment or take any other action we believe is necessary.

### What happens if your credit card or account is suspended, cancelled or closed

If your credit card or account is suspended, cancelled or closed:

- ♦ All benefits associated with your credit card and additional credit card will end and you won't be able to redeem any reward points;
- ♦ We may disclose information about you and your account to credit reference agencies;
- ♦ You'll need to update your payment details for any recurrent or future-dated payments you have set up using your credit card or they won't be paid;
- ♦ **We can continue to charge you finance charges on any outstanding payments until we receive payment in full;** and
- ♦ **You must pay us everything that you owe us, including any amount under transactions effected but not yet charged to your account.** Our agreement with you under these Credit Card Terms will continue until you do. We may take you to court to recover the money if you don't.

⚠ We're not responsible for any losses that closing the account may cause, if we act reasonably.

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## Changing these terms, interest rates and fees or credit limit

### **When we can change these terms, interest rates and fees**

We live in a rapidly changing world. Sometimes we need to update our Credit Card Terms, the interest rates or fees.

**We will usually give you reasonable notice of any changes which may adversely affect you in these Credit Card Terms, interest rates or fees.** We may make changes sooner in some circumstances where there is a benefit to you or where there is no detriment to you. Our changes will be in writing, may be included in your monthly statement and will be sent to you at your postal or electronic address.

### **We can change your credit limit**

We set the credit limit based on your credit risk and review it from time to time. We can reduce the credit limit at any time without telling you first. **We can increase the credit limit upon your consent.**

You can tell us if you don't want us to increase the credit limit. You can also ask us to review and change your credit limit at any time. We will tell you our decision after we have reviewed your credit limit.

## Credit Card rewards

Sometimes we offer different services or benefits to you for using different types of credit cards. You may need to apply for some of these services or benefits. These services and benefits can include rewards and privileges (including RewardCash Programme). We can add to, reduce or change these services or benefits or the terms and conditions relating to your use of the services or benefits from time to time without telling you first. But, we will give you reasonable notice before any change that adversely affects you.

Sometimes these Credit Card Terms and the terms and conditions relating to your use of the services or benefits might say different things. If this happens, for the purposes of the services or benefits, we'll go with whatever those terms and conditions say.

Also, your additional cardholder may use or enjoy certain services and benefits even if you do not use them. **You are responsible for the additional cardholder's use of these services or benefits and compliance with the terms and conditions relating to the use of the services or benefits.**

## Events beyond our control

🗨 We'll do all we reasonably can to carry out our promises to you but there may be times where we can't, for example if legal or regulatory reasons prevent us or something has happened which we can't predict or isn't normal and we couldn't have avoided it even if we used all efforts to. In these situations, we won't be responsible for any losses you may have.

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## Other services

### Phone banking

We will tell you about the scope, features and the terms of your use of our phone banking services from time to time.

You authorise us to act on any instructions given by telephone using your phone banking authentication factors. **We do not need to confirm that the person using your phone banking authentication factors is you. You are responsible for all instructions given by telephone using your phone banking authentication factors even if you have not authorised these transactions.**

**If there are insufficient funds or available credit facilities, we have no obligation but may follow instructions given by telephone.** We are also not responsible for not following your instructions due to insufficient funds or available credit facilities.

Any exchange rate or interest rate we tell you in response to your telephone instructions is for reference only, unless the rate is confirmed by us for a transaction. **You are responsible for any rate confirmed by us and accepted by you for a transaction through the phone banking service.**

We may not be able to process your telephone instructions immediately. This may be due to system constraint, equipment malfunction or failure, or other reasons (whether or not beyond our control). **We are not responsible for any delay or failure in effecting your telephone instructions.**

### Drop & Go Counter Service

We will tell you about the scope, features and the terms of your use of our Drop & Go Counter Service from time to time.

**You should make sure that all documents and items submitted under the Drop & Go Counter Service are fully completed and signed.** We may not process any document or item if it is not complete or signed.

If the Drop & Go Counter Service you are using allows for deposit of banknotes, coins and cheques, then we are responsible for these only after we have received, counted and confirmed these items in accordance with our practice. If there is any discrepancy between the details on the pay-in slip and the banknotes, coins and cheques accompanying the pay-in slip or we reject any of these items, then our decision is final and binding on you.

## Collection and disclosure of your information

This section explains how we will use information about you and your connected persons, such as a guarantor, a director or officer of a company, partners or members of a partnership, anyone entitled to more than 10% of the profits or interest, 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.

Our Privacy Notice also contains important information about how we and the HSBC Group will use such information. Examples of such information includes personal data, information about you, your accounts, credit cards (including additional credit cards), transactions, use of our products and services and your relationship with the HSBC Group and tax information.

Your information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- ◆ We are legally required to disclose;
- ◆ We have a public duty to disclose;
- ◆ Our legitimate business purposes require disclosure;
- ◆ The disclosure is made with the data subject's consent; or
- ◆ It is disclosed as set out in this section or Our Privacy Notice.

We and other members of the HSBC Group may collect, use and share your information. Your information may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

We and members of the HSBC Group may use, transfer and disclose your information for the purposes set out in this section or in Our Privacy Notice.

**You will let us know within 30 days if there are any changes to your information.**

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## Disputes

Where you provide information (such as personal data or tax information) to us or a member of the HSBC Group about your connected persons, you will inform them of the processing, disclosure and transfer of their information as set out in this section and the Privacy Notice and that they have rights to access and correct their personal information. You have also received their agreement to provide information to us.

**We may not be able to provide or continue to provide our services to you if you or any of your connected persons withholds or withdraws any consents that we need to process, transfer or disclose your information**

(other than for purposes connected with marketing or promotion products and services to you).

**Financial Crime Risk Management Activity**

Financial Crime Risk Management Activity can include:

- ♦ Screening, intercepting and investigating any instruction, communication, drawdown request, application for our services, or any payment sent to or by you, or on your behalf;
- ♦ Investigating the source of or intended recipient of funds;
- ♦ Combining your information and the information of your connected persons with other related information in the possession of the HSBC Group; and
- ♦ 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 your connected persons.

We need to undertake financial crime risk management activities to detect, investigate and prevent financial crime to fulfil our obligations under any laws, international guidance and internal policies or procedures, any demand from government authorities or reporting, disclosure or other obligations.

**We and our financial crime risk management activity may lead to delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or your use of our services. If this happens, we will not be responsible for any loss.**

**Tax compliance**

**You are solely responsible for complying with your tax obligations** (including tax payments and filing of returns) **in all jurisdictions for the use of your account, your credit card or for services provided by us or an HSBC Group member.** These tax obligations also apply to each of your connected persons.

In case you find any discrepancy or inconsistency between the English version and the Chinese version of these Credit Card Terms, we'll go with whatever the English version says.

- ☑ Please talk to us if you're unhappy about something.

We hope we're always able to resolve any issues between us. If we can't and we end up going to court, the laws of Hong Kong will apply to the interpretation of the terms between us.

Any disputes that go to court will go to the courts of Hong Kong. However, if you or your assets are located in another country or region, the courts of that country or region may hear the dispute.

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## Special Terms relating to HSBC Premier Mastercard, Dual Currency credit cards and US Dollar credit card

### Special Terms relating to HSBC Premier Mastercard

The following terms apply to the HSBC Premier Mastercard and prevail over any similar term contained within these Credit Card Terms:

- ◆ If your credit card is an HSBC Premier Mastercard credit card, our agreement with you is also subject to our Integrated Account Terms and Conditions. Sometimes, these documents may say different things. If this happens, for the purposes of this credit card, we'll go with whatever these Credit Card Terms says.
- ◆ If you do not have HSBC Premier tier status but we issued you an HSBC Premier Mastercard credit card because you are an HSBC Premier customer of another member of the HSBC Group, we can ask another member of the HSBC Group to collect any amount you owe us. **We can also assign any amount you owe us to another member of the HSBC Group and you must pay them that amount in full without any deduction (for tax or otherwise).**
- ◆ If you have HSBC Premier tier status and have been issued with another HSBC Premier Mastercard credit card offered by another member of the HSBC Group, we can collect any amount you owe them on behalf of that member of the HSBC Group. That member of the HSBC Group can also assign any amount you owe them to us and we can exercise our rights (including our right of set-off) in relation to the assigned amount. **All payments to us must be made in full without any deduction (for tax or otherwise).**

### Special Terms relating to Dual Currency credit cards

The following terms apply to dual currency cards and prevail over any similar term contained within these Credit Card Terms:

#### HSBC Pulse UnionPay Dual Currency Diamond or UnionPay Dual Currency credit cards

- ◆ We will provide two sub-accounts: one for Hong Kong Dollar and another for Renminbi. The credit limit we provide you is allocated between the two sub-accounts. You can ask us to change the allocation of those limits at any time, but we may not be able to do so straight away. The credit limit allocated to the card (for both the Hong Kong Dollar and Renminbi sub-accounts) is always calculated at the prevailing exchange rate as determined by us at the time we set the sub-account credit limits.
- ◆ **We can charge an overlimit handling fee to each sub-account if you exceed the credit limit allocated to that sub-account.**
- ◆ We will debit any transaction, including cash advance, in Renminbi to your Renminbi sub-account. All other transactions including cash advances (whether in Hong Kong Dollar or any other currency) will be debited to your Hong Kong dollar sub-account, following the prevailing exchange rate of the day of transaction as determined by us on the date we process the transaction.
- ◆ Cash advances have a withdrawal limit. If using a UnionPay ATM in Mainland China this limit is the lower of (a) your available credit limit allocated to your Renminbi sub-account and (b) the limit set by local restrictions. In all other places, it is the lower of (a) your available credit limit allocated to your Hong Kong dollar sub-account and (b) the daily ATM limit.
- ◆ If you withdraw cash from a UnionPay ATM and you have already linked one of your bank accounts with us to your credit card ("Linked Account"):
  - In Hong Kong, you can select to withdraw from the Linked Account as a cash withdrawal or your Hong Kong dollar sub-account as a cash advance;
  - In Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account; or
  - If you are outside Mainland China and Hong Kong and have sufficient funds in your 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 do not have enough available balance in your Linked Account, then we will treat the entire withdrawal amount as a cash advance from your Hong Kong dollar sub-account.

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## Contact

- ◆ **If you make a cash advance from your Hong Kong dollar sub-account or your Renminbi sub-account, we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance;**
- ◆ **Except for any cash advance, you will be responsible for unauthorised transactions up to a maximum of HK\$500 for each of your sub-accounts (both Hong Kong Dollar and Renminbi), except where:**
  - **You have allowed any other person to use your card or security details;**
  - **If you have acted fraudulently or with gross negligence in using or safeguarding your card or security details. Your failure to follow any of the security measures recommended by us from time to time may be treated as your gross negligence; or**
  - **The transaction is a cash advance in which case you will be responsible for the full advance.**

**You should let us know as soon as possible if any transaction has been made without your authorisation as you are responsible for all transactions up to that point.**

- ◆ **You should pay the amount you owe us on each sub-account separately in its own currency.** If you use a Hong Kong dollar bank account to pay the amount you owe in Renminbi, we will use the prevailing exchange rate determined by us on the day the payment is made to convert it from Hong Kong dollars to Renminbi. **If you do not have sufficient funds to allow the conversion, then no payment will be taken and you may have to pay finance or late charges (or both).**
- ◆ When we apply your repayment for these credit cards, we will not convert or transfer any repayment made to one sub-account to settle the outstanding balance in the other sub-account.

**We can charge any fees and charges payable by you to any one or more of your sub-accounts.**

### **Special Terms relating to US Dollar credit card US\$ Visa Gold credit card**

- ◆ You will maintain a US\$ Current, US\$ Savings or CombiNations Savings Account with us.
- ◆ You authorise us to debit the US\$ Account specified in your application form to pay the Minimum Payment Due (or such greater amount as you may have authorised us) to your Card Account on each Payment Due Date.
- ◆ **If you do not have sufficient funds to allow the conversion, then no payment will be taken and you may have to pay finance or late charges (or both).**



### **When we contact you**

We'll assume that you have received communications from us:

- ◆ Immediately if we hand deliver or leave at your address we have in our records;
- ◆ Immediately after we make it available on internet banking or send by email or sms;
- ◆ If address is in Hong Kong, 48 hours after posting, if sent by post; or
- ◆ If address is outside Hong Kong, 7 days after posting, if sent by post.

### **How you can contact us**

#### **By phone**

- ◆ HSBC Global Banking Customers  
(852) 2233 3033
- ◆ HSBC Premier Elite Customers  
(852) 2233 3033
- ◆ HSBC Premier Customers  
(852) 2233 3322
- ◆ Other Personal Banking Customers  
(852) 2233 3000

#### **In person**

Visit any of our branches

Effective from 09 June 2024

