

(e) 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.

- (i) 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, 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;
- (ii) 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;
- (iii) 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;
- (iv) card replacement fee: we will charge a handling fee for each Card or Virtual Card Account Number replaced before renewal;
- (v) retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you;
- (vi) annual fee: we may charge or waive an annual fee for your Card; and
- (vii) foreign currency transaction fee: if you effect a Card Transaction with your Card in a currency other than the currency of the Card, we have the right to require you to pay in full or in part the transaction fee charged by Visa to us on the Card Transaction.

(f) 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.

(g) We will debit any fees and charges to your Card Account. Such fees and charges will not be waived or refunded.

9. Termination of Card

Termination by you

(a) 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. Your termination notice will terminate your Card, your Virtual Card Account and all linked private label cards (if any) at the same time.

(b) You should cut a card in two before returning it to us.

Termination by us

(c) We may terminate or suspend your Card at any time without giving you prior notice or any reason. If we terminate or suspend your Card, this will automatically result in the termination or suspension of your Virtual Card Account and all linked private label cards (if any) at the same time, as applicable.

Termination of Virtual Card Account only

(d) Either you or we may terminate the Virtual Card Account only without terminating your Card at any time by giving the other party written notice.

You remain liable for indebtedness even after termination

(e) 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.

(f) 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. Such outstanding amounts include any regular payments under arrangements which are set up or authorised by you before 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.

(g) You are liable for any Card Transactions effected with your Card and Virtual Card Account until your Card has been returned to us.

Autopay or other standing arrangements

(h) Termination of your Card does not automatically terminate or transfer any arrangement set up or authorised by you in relation to your Card before its termination. Such arrangements include autopay arrangements, direct debit arrangements, regular payment arrangements, instalment plan and other standing arrangements. You should terminate or modify any such arrangement with the responsible merchant or party.

10. Limitation of our liability

(a) We are not liable to you or any other person for the following (or any of them):

- (i) 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
(ii) 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.

(b) 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.

11. Indemnity

(a) Except as set out in Clause 11(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 or our providing equipment, facilities or services to you under this 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.

This indemnity shall continue after the termination of this Agreement.

(b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 11(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 11(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

(c) 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.

12. 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. 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.

13. 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.

(d) 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 and Services provided by us or members of the HSBC Group.

(e) Miscellaneous

(i) In the event of any conflict or inconsistency between any of the provisions of this Clause 14 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 14 shall prevail.

(ii) If all or any part of the provisions of this Clause 14 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 14 in that jurisdiction.

(f) Survival upon termination

This Clause 14 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.

15. General matters

(a) Your Card remains our property. You should return it to us upon our request.

(b) 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.

(c) In the course of providing our services, we may record verbal instructions received from you and any other verbal communication between us.

(d) We have the right to destroy any documents relating to your Card Account after microfilming or scanning them.

14. Collection and disclosure of your information

(a) Definitions

Terms used in this Clause 14 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 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, (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.

Tax Authorities means Hong Kong or foreign tax, revenue or monetary authorities.

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

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, transactions, use of our products and services and your relationship with the HSBC Group and (iii) Tax Information.

Reference to the singular includes the plural (and vice versa).

(b) Collection, use and sharing of Your Information

This Clause 14(b) explains how we will use information about you and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to you and other individuals (the "**Notice**") also contains important information about how we and the HSBC Group will use such information and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 14 and the Notice.

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;
- it is disclosed as set out in this Clause 14 or the Notice.

Collection

- (i) We and other members of the HSBC Group may collect, use and share Your Information. Your

Information may be requested by us or on behalf of us or the HSBC Group, and 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.

Use

(ii) We and members of the HSBC Group may use, transfer and disclose Your Information (1) in connection with the purposes set out in this Clause 14, (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against you) ((1) to (3) are collectively referred to as the "**Purposes**").

Sharing

(iii) 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

(iv) 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.

(v) 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 14 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.

(vi) 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:

(A) 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;

(B) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and

(C) block, transfer, close or terminate your account(s) or Card(s) where permitted under local Laws.

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

(i) 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.

(ii) 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.

