



## Major Terms and Conditions of Credit Card Terms

Our Credit Card Terms are our agreement with you. 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.

The main terms and conditions under our Credit Card Terms are summarised below for your particular attention. You should read the full version of our Credit Card Terms (which will prevail in the event there is any inconsistency with the following).

**1. 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.

**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;
- The credit card has not been signed.

**2. 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.**

3. **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.** Late charge is payable (in addition to the finance charge) if you do not pay the minimum payment due in full by the payment due date. 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 (all of which can be found on our public website) for latest information.
4. **It's important to contact us immediately if you are aware of any unauthorised transaction or your card has been stolen. 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.**
5. **You must pay us any outstanding amounts under or in connection with our Credit Card Terms. This includes interest, fees and charges. 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.
6. **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 our Credit Card Terms; and**
  - We can hold you or the additional cardholder or both liable for the use of that additional card.

**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.**
7. **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 our Credit Card Terms with the balance in any other accounts which you hold with us.**
8. We can suspend or cancel a credit card or close your account without telling you first. **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.
9. If your credit card or account is suspended, cancelled or closed:



- **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.**

10. We may:

- 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.**

11. We can add to, reduce or change the services or benefits for using different types of credit cards, or the terms and conditions relating to your use of these services or benefits from time to time without telling you first.

12. **Your credit card or account must not be used to make any payment for gambling or any illegal activity.**

13. 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 our Credit Card Terms, interest rates or fees.**

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

15. 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. 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.

16. **Protect your credit card, account and security details. Tell us straight away if:**

- **Your credit card is lost, stolen or misused;**
- **You did not authorize 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 or UnionPay dual currency sub-account (as applicable), 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.**

17. The following terms apply to UnionPay dual currency cards and prevail over any similar term contained within these terms and conditions:

- 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.
- 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.
- If you withdraw cash from a UnionPay ATM and you have already linked one of your bank accounts (“Linked Account”) with us to your credit card:
  - 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;
  - 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.
- **You should pay the amount you owe us on each sub-account separately in its own currency.** 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.

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

Effective from 9 June 2024