

Private Label Card Addendum to Credit Card Cardholder Agreement

This Addendum applies to Private Label Cards issued by us.

IMPORTANT! Before you use your Private Label Card, please read this Addendum and the Cardholder Agreement carefully. By using (which includes activating) your Private Label Card, you will be considered to have accepted the terms and conditions set out in this Addendum and the Cardholder Agreement and will be bound by them.

The terms used in this Addendum are defined at the end.

1. Addendum supplements Cardholder Agreement

- (a) Your Private Label Card is a credit card but some features and benefits applicable to other types of credit cards are not applicable to Private Label Cards, including:
- (i) PIN;
 - (ii) cash advance;
 - (iii) mobile or contactless payments;
 - (iv) interest-free instalment plan;
 - (v) automated teller machine access;
 - (vi) internet banking access;
 - (vii) phone banking service;
 - (viii) Drop & Go Counter service; and
 - (ix) virtual card account.
- (b) The Cardholder Agreement applies to your Private Label Card but the provisions relating to the features or benefits set out in paragraph (a) above are not applicable. References in the Cardholder Agreement to "Card" and "Card Transactions" include your Private Label Card and your Private Label Card Transactions respectively.

- (c) This Addendum supplements the Cardholder Agreement and, together, they govern the supply and use of your Private Label Card. If there is any inconsistency between the provisions of this Addendum and the provisions of the Cardholder Agreement, the provisions of this Addendum prevail.

2. Eligibility for a Private Label Card

You are eligible to apply for a Private Label Card only if you hold a credit card of a type designated by us.

3. Your responsibility

If you are a primary HSBC Credit Card cardholder:

- (a) you should ensure that each Additional Cardholder uses and handles his Private Label Card and related matters in accordance with this Addendum and the Cardholder Agreement; and
- (b) you will be liable for the use of each Private Label Card issued to an Additional Cardholder.

4. Card Account and credit limit

- (a) All Private Label Card Transactions will be billed to your Card Account. There will not be a separate card account for your Private Label Card.
- (b) Your Private Label Card and HSBC Credit Card share the credit limit on your Card Account. There will not be a separate credit limit for your Private Label Card.

5. Private Label Card Transactions

All Private Label Card Transactions will be effected in Hong Kong dollars. You can only use your Private Label Card at merchants or organisations designated by us.

6. Private Label Card benefits

Card benefits for Private Label Cards may include rewards and privileges under the RewardCash Programme. We may introduce new benefits or vary or withdraw any benefit without prior notice. The terms and conditions relating to a Private Label Card benefit prevail over the provisions of this Addendum if there is any inconsistency between them concerning that Private Label Card benefit. For clarity, where your Private Label Card is linked to an iCAN card issued by us, any rewards and privileges under the RewardCash Programme with respect to your Private Label Card are governed by Clauses 4(p) to 4(t) in the iCAN Card Cardholder Agreement. The RewardCash Programme Terms and Conditions are not applicable.

7. Reporting loss, theft or misuse of your Private Label Card

You should promptly report any loss, theft or unauthorised use of your Private Label Card. You should notify our Card Centre by telephoning 2233 3000 or report in person to a branch in Hong Kong. If overseas, you should report to one of our branches.

8. Card statement

All Private Label Card Transactions will be shown on the card statement of your Card Account. There will not be a separate statement for your Private Label Card.

9. Termination of Private Label Card or HSBC Credit Card by you

- (a) If you are a primary HSBC Credit Card cardholder:
- (i) your notice to terminate your HSBC Credit Card will terminate each Private Label Card issued by us to you and any Additional Cardholder at the same time; and
 - (ii) you may terminate your Private Label Card whilst continuing the Private Label Card issued to any Additional Cardholder.
- (b) Termination of the HSBC Credit Card issued to an Additional Cardholder (whether by him or by the primary HSBC Credit Card cardholder) will terminate his Private Label Card at the same time.
- (c) Termination of the Private Label Card issued to an Additional Cardholder (whether by him or by the primary HSBC Credit Card cardholder) does not terminate his HSBC Credit Card or the Private Label Card of the primary HSBC Credit Card cardholder.

10. Variation of this Addendum

We have the right to vary the terms and conditions of this Addendum 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 Private Label Card is returned to us for termination before the date on which that variation takes effect.

11. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Addendum.

12. Governing law, jurisdiction and version

- (a) This Addendum is governed by and will be

construed according to Hong Kong laws.

- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of this Addendum prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Addendum is for reference only.

Definitions

Addendum means this Private Label Card Addendum to Credit Card Cardholder Agreement as may be amended from time to time.

Additional Cardholder means an Additional Cardholder referred to in the Cardholder Agreement to whom we issue a Private Label Card.

Card Account means the Card Account referred to in the Cardholder Agreement.

Cardholder Agreement means the cardholder agreement governing the supply and use of your HSBC Credit Card.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

HSBC Credit Card means a credit card issued by us (whether as primary card or additional card) to which your Private Label Card is linked.

Private Label Card means an in-house credit card issued by us in association with a designated merchant or organisation. The credit card is specially designed and bears on its face the brand or name (or both) of the designated merchant or organisation in the place of or in addition to our brand or name.

Private Label Card Transaction means each transaction effected by using your Private Label Card.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue an HSBC Credit Card.

Effective from 1 January 2016

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

優惠卡信用卡持卡人 合約附錄

本附錄適用於由本行發出的優惠卡。

重要提示！閣下在使用優惠卡前，請細閱本附錄及信用卡持卡人合約。閣下使用（包括啟動）優惠卡，即被視為已接受本附錄及信用卡持卡人合約所載的條款及細則並受其約束。

在本附錄中使用的詞語的定義載於本附錄的末端。

1. 本附錄補充信用卡持卡人合約

- (a) 閣下的優惠卡是一張信用卡，但某些適用於其他信用卡類型的特點及優惠不適用於優惠卡，包括：
- (i) 私人密碼；
 - (ii) 現金貸款；
 - (iii) 流動或非接觸式付款；
 - (iv) 免息分期計劃；
 - (v) 自動櫃員機服務；
 - (vi) 網上理財服務；
 - (vii) 電話理財服務；
 - (viii) 特快專櫃服務；及
 - (ix) 虛擬卡戶口。
- (b) 信用卡持卡人合約適用於閣下的優惠卡但與上列(a)段所載的特點或優惠相關的條款並不適用。信用卡持卡人合約中所指的「信用卡」及「信用卡交易」分別包括閣下的優惠卡及優惠卡交易。

(c) 本附錄補充信用卡持卡人合約並兩者一併規管優惠卡的提供及使用。本附錄與信用卡持卡人合約中的條文如有任何不一致，概以本附錄的條文為準。

2. 優惠卡申請資格

閣下須持有本行指定的信用卡種類方有資格申請優惠卡。

3. 閣下的責任

如閣下為滙豐信用卡基本卡持卡人：

- (a) 閣下應確保各附屬卡持卡人按本附錄及信用卡持卡人合約使用及處理其優惠卡及相關事宜；及
- (b) 閣下須為向附屬卡持卡人發出的優惠卡的使用負責。

4. 信用卡戶口及信用額

- (a) 所有優惠卡交易會誌入閣下的信用卡戶口。閣下的優惠卡不會有獨立的卡戶口。
- (b) 閣下的優惠卡及滙豐信用卡共用信用卡戶口的信用額。優惠卡不會有獨立的信用額。

5. 優惠卡交易

所有優惠卡交易均以港幣進行。閣下只可於本行指定商戶或機構使用閣下的優惠卡。

6. 優惠卡優惠

優惠卡優惠可包括「獎賞錢」計劃下的獎賞及優惠。本行可推出新優惠或更改或撤回任何優惠，而無需事先通知。如有關優惠卡優惠的條款及細則與本附錄就該項優惠的相關條文有任何不一致，概以優惠卡優惠的條款及細則為準。為清楚起見，如閣下的優惠卡與本行發出的iCAN卡相連，就閣下的優惠卡於「獎賞錢」計劃下的任何獎賞及優惠均受iCAN卡持卡人合約第4(p)至4(t)條規管。「獎賞錢」計劃條款及細則並不適用。

7. 報告閣下優惠卡遺失、被竊或不當使用

如閣下的優惠卡遺失、被竊或遭未經授權使用，閣下應從速報告。閣下應致電2233 3000通知本行的信用卡中心或親身向於香港的分行報告。如身處海外，閣下應通知本行其中一間分行。

8. 信用卡結單

所有優惠卡交易會顯示於閣下信用卡戶口的信用卡結單。閣下的優惠卡不會有獨立的結單。

9. 閣下終止優惠卡或滙豐信用卡

- (a) 如閣下是滙豐信用卡基本卡持卡人：
- (i) 閣下就終止滙豐信用卡的通知會同時終止本行向閣下及任何附屬卡持卡人發出的各優惠卡；及
 - (ii) 閣下可終止閣下的優惠卡但維持向任何附屬卡持卡人發出的優惠卡。
- (b) 終止向附屬卡持卡人發出的滙豐信用卡（不論由該附屬卡持卡人或滙豐信用卡基本卡持卡人終止）會同時終止該附屬卡持卡人的優惠卡。
- (c) 終止向附屬卡持卡人發出的優惠卡（不論由該附屬卡持卡人或滙豐信用卡基本卡持卡人終止）不會終止該附屬卡持卡人的滙豐信用卡或滙豐信用卡基本卡持卡人的優惠卡。

10. 更改本附錄

本行有權不時更改本附錄的條款及細則。本行將以本行認為適當的方式事先通知閣下。除非閣下於更改生效日期前將優惠卡歸還本行終止優惠卡，閣下將受有關更改約束。

11. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本附錄的任何條文，或享有本附錄的任何條文下的利益。

12. 管轄法律、管轄權及版本

- (a) 本附錄受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本附錄的英文及中文版本如有任何不一致，概以英文版本為準。本附錄的任何中文版本僅供參考。

定義

本附錄指可不時被更改的本優惠卡信用卡持卡人合約附錄。

附屬卡持卡人指信用卡持卡人合約中所指的附屬卡持卡人而該人士獲本行發出優惠卡。

信用卡戶口指信用卡持卡人合約中所指的信用卡戶口。

信用卡持卡人合約指規管提供及使用閣下的滙豐信用卡的持卡人合約。

香港指中華人民共和國香港特別行政區。

滙豐信用卡指與閣下優惠卡相連及由本行發出的信用卡（不論基本卡或附屬卡）。

優惠卡指本行聯同指定商戶或機構發出的信用卡。該信用卡為特別設計，卡面印有該指定商戶或機構的品牌或名稱（或兩者皆有）以代替本行的品牌或名稱或連同本行的品牌或名稱一併印在卡面。

優惠卡交易指透過閣下的優惠卡進行的每項交易。

本行、本行的指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指獲本行發出滙豐信用卡的人士。

由2016年1月1日起生效

（注意：如中文譯本與英文本在文義上出現分歧，概以英文本為準。）