

Credit Card Terms

Welcome

Contents

- 01 Our Credit Card Terms
- 02 Our Agreement
- 02 Transacting with a credit card
- 04 How payments can be stopped or delayed
- 05 Your credit card interest and fees
- 06 Repayments
- 07 What to do if your credit card is lost, stolen or misused or unauthorised disclosure of your PIN
- 08 Suspension, cancellation or closure of your credit card or account
- 09 Changing these terms, interest rates and fees or credit limit
- 09 Credit card rewards
- 09 Events beyond our control
- 10 Other services
- 10 Collection and disclosure of your information
- 11 Disputes
- 12 Special Terms relating to HSBC Premier Mastercard, Dual Currency credit cards and US Dollar credit card
- 13 Contact






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.


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

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.

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



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.**

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 allow transactions to exceed your credit limit without notice to you unless you have already told us that you do not want this to happen. Sometimes, we will allow your credit limit to be exceeded even where you opt out from our over-the-limit facilities. Instances include 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 will treat this as your informal request for an over-the-limit facility. **We may agree to your request and charge, without prior notice, an overlimit 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.**

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

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.

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

What you must do

- 🔒 Tell us straight away if:
 - ◆ Your credit card is lost, stolen or misused;
 - ◆ You did not authorise the disclosure of your PIN;
 - ◆ You notice any unauthorised transactions; or
 - ◆ Your data or security details are no longer safe.

- 🔒 Check your statements carefully.

- 🔒 Tell us as soon as possible if you see an unauthorised transaction, your card is lost, stolen or misused or you did not authorise the disclosure of your PIN, 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 PIN;
 - ◆ You have acted fraudulently or with gross negligence when using or safeguarding your card or PIN. This includes failing to follow any of the security measures recommended by us; or
 - ◆ The transaction is a cash advance.

- 🔒 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).

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.

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.

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, but before doing so we will tell you in advance of what the new limit is and when it will be available to you.**

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.

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 PIN. **We do not need to confirm that the person using your phone banking PIN is you. You are responsible for all instructions given by telephone using your phone banking PIN 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.

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.

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.

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 knowingly permitted any other person to use your card or PIN;
 - If you have acted fraudulently or with gross negligence in using or safeguarding your card or PIN. 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

- ◆ Jade Customers
(852) 2233 3033
- ◆ Premier Customers
(852) 2233 3322
- ◆ Other Personal Banking Customers
(852) 2233 3000

In person

Visit any of our branches

Effective from 15 January 2023

Fee Schedule

Item	Charge													
	HSBC Premier Mastercard® Credit Card	HSBC Advance Visa Platinum Card	HSBC Red Credit Card	HSBC Visa Signature Card	HSBC EveryMile Credit Card	Platinum Card (incl. green credit card)	Visa Gold, Gold Mastercard	Visa, Mastercard	iCAN Card	US dollar Visa Gold	HSBC Pulse UnionPay Dual Currency Diamond Card	UnionPay Dual Currency Card		
Annual fee														
Primary card	waived permanently	waived permanently	waived permanently	HK\$2,000	HK\$2,000	HK\$1,800	HK\$600	HK\$300	HK\$300	US\$80	HK\$1,800	HK\$300		
Additional card (separate billing)	N/A	N/A	N/A	N/A	N/A	N/A	HK\$600	HK\$300	N/A	US\$80	N/A	N/A		
Additional card (combined billing)	waived permanently	waived permanently	waived permanently	HK\$1,000	N/A	HK\$900	HK\$300	HK\$150	N/A	US\$40	HK\$900	HK\$150		
Card replacement fee														
Card replacement before renewal	waived	HK\$100	HK\$100	HK\$100	HK\$100	HK\$100	HK\$100	HK\$100	HK\$100	US\$13	HK\$100	HK\$100		
Virtual card account	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	HK\$100	N/A	N/A	N/A		
Cash advance fee														
From ATM (per transaction)	Handling fee of 1% on the cash advance amount (minimum HK\$100) ¹								Handling fee of 1% on the cash advance amount (minimum US\$7) ²		Handling fee of 1% on the cash advance amount (minimum HK\$100 for HKD sub-account/minimum RMB100 for RMB sub-account) ³			
Over-the-counter advances (per transaction)	Handling fee of 1% on the cash advance amount (minimum HK\$120) ¹								Handling fee of 1% on the cash advance amount (minimum US\$10) ²		N/A			
Minimum payment due	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								Equivalent to the full amount of the statement balance		Total fees and charges currently billed to each sub-account statement plus 1% of the statement balance (excluding any fees and charges currently billed) of each sub-account as at the statement date (minimum HK\$300 for HKD sub-account/RMB300 for RMB sub-account), plus the overdue or overlimit due of each sub-account whichever is higher			
Duplicate statement Each statement	HK\$30 ⁴								US\$4 ⁴		HK\$30 ⁴			
Finance charge	If you pay the statement balance in full on or before the payment due date, you will enjoy free interest on the statement balance. If you fail to do so, we may charge, without prior notice, a finance charge which is the interest on (a) the unpaid statement balance from the statement date immediately preceding the said statement due date until payment in full and (b) the amount of each new transaction posted since such statement date until payment in full. The finance charge will accrue daily and be calculated at the interest rate of 2.65% per month (equivalent to the APRs listed below)													
Annualised Percentage Rate (APR)²														
On purchase	35.42%													
On cash advance (inclusive of the handling and cash advance fees)	35.94%													
On Cash Credit Plan	34.17%													
Late charge³	The amount of minimum payment due or HK\$300, whichever is the lower								N/A		For HKD sub-account The amount of minimum payment due or HK\$300, whichever is the lower For RMB sub-account The amount of minimum payment due or RMB300, whichever is the lower			
Early Repayment Fee of Cash Instalment Plan	2% of outstanding principal								N/A		For HKD sub-account 2% of outstanding principal For RMB sub-account N/A			
Early Repayment Fee of Spending Instalment Plan	Total amount of outstanding monthly handling fee for the remaining Instalment Period plus any interest (if applicable) and an administration fee of HKD300.								N/A		For HKD sub-account Total amount of outstanding monthly handling fee for the remaining Instalment Period plus any interest (if applicable) and an administration fee of HKD300. For RMB sub-account N/A			
Overlimit handling fee⁴ (applicable if the current balance excluding all the fees and charges currently billed to the card statement exceeds the credit limit for the time being assigned to the card account)	HK\$90	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	HK\$180	US\$24	HK\$180 for HKD sub-account/ RMB180 for RMB sub-account		
Over-the-counter payment handling fee Per transaction	HK\$20													
Foreign cheque clearing fee	HK\$100								US\$13		HK\$100 for HKD sub-account/ RMB100 for RMB sub-account			
Returned cheque/Rejected autoPay⁵ (if drawn on banks other than HSBC)	HK\$100								US\$13		HK\$100 for HKD sub-account/ RMB100 for RMB sub-account			
Sales slip retrieval Each photocopy	HK\$30								US\$4		HK\$30 for HKD sub-account/ RMB30 for RMB sub-account			
Card reference letter	HK\$150								US\$20		HK\$150			
Paper statement⁶ To receive paper statements	HK\$60 per customer p.a.													
Fees Relating to Foreign Currency Transaction	1.95% of every card transaction* which is effected in currencies other than Hong Kong dollars (for HK dollar personal credit cards)/US dollars (for USD Visa Gold Card)								*The fee relating to foreign currency transactions applicable for HK dollar personal credit cards and USD Visa Gold Card is inclusive of the transaction fee of 1% charged by Visa/Mastercard to the Bank. If you want to use Hong Kong Dollars to settle foreign currency transaction(s) overseas, please ask the merchant to provide the exchange rate and handling fee for reference before the transaction(s) as this arrangement may involve a cost higher than that required to settle the transaction(s) in the foreign currency.		1% of every card transaction which is effected in currencies other than Renminbi, HK dollar and Macau Pataca		1% of every card transaction which is effected in currencies other than Renminbi and HK dollar	

¹ This charge also applies to non-HSBC customers.
² The APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied to your card account may be different. US dollar Visa Gold Card requires payment of the statement balance in full and the APR (calculated by assuming only 1% of the current balance plus the total fees and charges currently billed to the card statement are settled each month) is for reference only.
³ If you fail to make the minimum payment in full before the due date, we may charge, without prior notice, a late charge in addition to finance charge.
⁴ If your statement balance (excluding all fees and charges currently billed to your card account) exceeds the existing 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.
⁵ If you present a cheque drawn on, or make an autoPay payment from, banks other than HSBC for the purpose of credit card repayment, and the cheque or payment 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 service.
⁶ Effective 1 January 2023, this standard charge applies to Personal Banking HK Dollar Current, SuperEase, HSBC Jade, HSBC Premier, HSBC One, Personal Integrated Account, University Student Account, Cash Card, Renminbi Savings, HK Dollar Statement Savings, CombiNations Statement Savings, Foreign Currency Current or any Credit Card account if account holders receive any paper statement in a full calendar year. The following group of customers will be exempt from the annual fee: aged below 18 or 65 and above, recipients of Government's Comprehensive Social Security Allowance, recipients of Government's Disability Allowance and the physically disabled or visually impaired.
 Note: 1. The other above-mentioned charges are also applicable to standalone Private Label Card. Card Replacement Fee for Standalone Private Label Card is HKD30.
 ^ We will accumulate your eStatements for credit card accounts up to 84 months. If an eStatement within the past 84 months is not displayed on Online or Mobile Banking, you can request a paper statement and the fee will be waived.

The Hongkong and Shanghai Banking Corporation Limited

UnionPay Dual Currency Credit Card IMPORTANT INFORMATION FOR CUSTOMERS

- Information on your UnionPay Dual Currency Credit Card
- ATM Card Terms and Conditions
- RewardCash Programme Terms and Conditions
- Terms and Conditions for the Credit Card Cash Instalment Plan applicable to Personal Credit Card Cardholders
- Terms and Conditions for Cash Credit Plan applicable to Personal Credit Card Cardholders
- Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders
- HSBC Mobile Credit Card Addendum to Credit Card Terms
- HSBC Pulse UnionPay Dual Currency Diamond Credit Card Special Reward Promotion 2023 Terms and Conditions

Information on your UnionPay Dual Currency Credit Card

The following information on the use of a UnionPay Dual Currency credit card from HSBC is for your reference. For a comprehensive set of legally binding terms and conditions, please refer to the Credit Card Terms.

- 1 For your own protection, please take good care of your credit card from HSBC (the Bank) and note the security of your personal identification number (PIN):
 - a) Sign your card as soon as you receive it.
 - b) Keep a note of your card number in a safe place, separate from the card.
 - c) Keep your card in a secure place and treat it as if it were cash.
 - d) Remember to take your card from the Automated Teller Machine (ATM) after use.
 - e) Always complete the 'total' box on the sales slip, with a currency sign before the numbers, and don't leave space for extra figures.
 - f) Watch and ensure that only one sales slip is imprinted for each transaction.
 - g) Make sure your card is returned to you promptly after use.
 - h) Keep the customer copy of your sales slips and check them against your monthly statements.
 - i) Destroy your personal identification number (PIN) advice after memorising it.
 - j) Do not write down or record your PIN. If you wish to keep a written record of your PIN, disguise it and never keep it on or close to your card.
 - k) Do not let anyone else use your card and PIN.
 - l) Do not choose obvious numbers for your PIN, such as your ID card number, date of birth, personal telephone numbers or other easily accessible personal information.
 - m) For extra security, change your PIN regularly.
 - n) Make sure your PIN is protected from view when you access our Interactive Voice Response System (IVRS), logon to the HSBC online banking service, and use the ATM or any other electronic payment terminal. If you think someone has seen your PIN, change it immediately.
 - o) You are not required to disclose your PIN when you are using your UnionPay Dual Currency credit card for purchase transactions at merchant outlets.
- 2 If your card/PIN has been lost or stolen, or if your PIN is disclosed to a third party, please report the incident immediately by calling HSBC Customer Service Hotline on (852) 2233 3000 or inform the nearest HSBC branch. Please note that you are liable for all amounts debited to your credit card as a result of the unauthorised use of your card/PIN until you report loss, theft or disclosure of your card or PIN. Provided that you have not knowingly provided your card to a third party, or you have not acted fraudulently or with gross negligence, and you have informed us as soon as practicable after having found that your card has been lost, stolen or disclosed, your liability for the card transactions will be limited to a maximum of HK\$500/RMB500 for HKD and RMB sub-account respectively (except that cash advances effected with the use of the PIN will not be subject to this limit).
- 3 Each credit card is assigned a credit limit that applies to both purchase and cash advance transactions. For your own credit limit, please refer to your card statement. The Bank may at its discretion allow for any card transactions exceeding the credit limit, and reduce the credit limit according to the result of its credit risk assessment of you or the card account, without prior notice to you. You may choose to opt out of the over-the-limit facility for your Card Account. After the opt-out has taken effect, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payments and transactions approved yet late posted) without prior notice to the Cardholder. The Card consists of both Hong Kong Dollar (HKD) and Renminbi (RMB) sub-accounts, each of which shall be regarded as a 'Card Account' whenever such term is used in this Agreement. A credit limit will be assigned by the Bank to the Card as a whole in HKD, while the allocation of such credit limit between the HKD and RMB sub-accounts will be based on the respective credit limit allocation percentage provided by you at card application. The credit limit assigned to the RMB sub-account based on the allocation percentage provided by you will be calculated at the prevailing rate of exchange determined by the Bank at card processing.

- 4 If you draw a cash advance through ATMs bearing the logo of the China UnionPay Company Limited (“CUP”) in mainland China, the withdrawal limit will be subject to local restrictions applicable for the time being, subject to a maximum of your available credit limit.
If you draw a cash advance through other Automated Teller Machines (ATMs), there will be a daily limit of HK\$20,000 or your available credit limit whichever is lower.
- 5 All funds credited to the Card Account will be applied to reduce its outstanding balance. Any credit balance resulting from this will be added to the available credit limit.
- 6 If you maintain other account(s) with the Bank and you have linked one of HKD account(s) to your credit card, then you may use your credit card to withdraw cash/transfer fund from the account(s) through ATMs or to pay funds from the account(s) through the Easy Pay System (EPS). There is a daily cash withdrawal limit of HK\$80,000 for ATMs (or the local currency equivalent if drawn from an ATM overseas) and a daily transfer limit of HK\$400,000 for transfers to any account not linked to the credit card. There is no limit imposed on transfers among your account linked to the credit card. For payment through EPS, the daily maximum limit is HK\$50,000.
- 7 You may register for HSBC’s internet banking services using your credit card and your credit card PIN to perform online such banking transactions as may be specified by the Bank. The use of such facility will be subject to the Bank’s Terms and Conditions for HSBC Internet Banking.
- 8 The Bank accepts no responsibility for the non-acceptance of the card by any merchant, or for the quality of goods and services provided by any merchant, or for any regular payment arrangement with any merchant. If you have any concerns regarding a merchant, you may call HSBC Customer Service Hotline on (852) 2233 3000. However, a cardholder is required to settle the related transaction(s) even if he/she is claiming against the merchant.
- 9 Upon receipt of your credit card statement, please check the entries against your credit card sales slips. If you have any queries on the statement entries, you should refer to the Bank by calling HSBC Customer Service Hotline within 60 days of the statement date.
- 10 On all purchase transactions charged to your card, you can enjoy an interest-free period of up to 56 days.
- 11 All card transactions effected in currencies other than RMB and HKD will be debited to the HKD sub-account after conversion into Hong Kong dollars at a rate of exchange determined by reference to the exchange rate adopted by UnionPay on the date of conversion plus an additional percentage of transaction fee levied by the Bank.
- 12 The following fees and charges apply as appropriate:
 - a) **Finance charge:** No finance charge will be payable if the payment of the whole of the statement balance is received by the Bank on or before the payment due date. If the cardholder fails to pay the Bank the whole of the statement balance by the payment due date, a finance charge will be applied (a) to the unpaid statement balance from the statement date immediately preceding the said payment due date until payment in full and (b) to the amount of each new transaction being posted since the statement date immediately preceding the said payment due date, from the transaction date until payment in full. The finance charge will accrue daily and be calculated at the interest rate of 2.65% per month (equivalent to an annualized percentage rate (APR) of up to 35.42% on purchase and 35.94% on cash advance, inclusive of the handling fee and cash advance fee)*.
 - b) **Late charge:** If the minimum payment due is not received by the Bank on or before the payment due date, a late charge equivalent to the amount of minimum payment due or HK\$300/RMB300 for HKD and RMB subaccount respectively, whichever is the lower, will be levied on your card account.
 - c) **Overlimit handling fee:** If the statement balance (excluding all the fees and charges currently billed to the card statement) exceeds the credit limit for the time being assigned to the card account, an overlimit handling fee of HK\$180 for HKD sub-account/RMB180 for RMB sub-account will be debited to the card account on the statement date.
 - d) **Cash advance fee:** Cash advances include all cash withdrawals made from the Card Account including withdrawals from funds credited to the Card Account. It will be subject to a handling fee of 1% on the cash advance amount (a minimum of HK\$100 for HKD sub-account/RMB100 for RMB sub-account for any advance made from an ATM or through any other channels). The charges are flat and shall be debited to the card account as at the date of the advance.
 - e) **Card replacement fee:** A fee of HK\$100 will be charged for each card replaced before renewal.
 - f) **Annual fee:** The annual fee for standard primary and combined additional cards are as follows:
 - i) Primary cards: HSBC Pulse UnionPay Dual Currency Diamond Credit Card – HK\$1,800; UnionPay Dual Currency Credit Card – HK\$300.
 - ii) Combined additional cards: HSBC Pulse UnionPay Dual Currency Diamond Credit Card – HK\$900; UnionPay Dual Currency Credit Card – HK\$150.

This fee is subject to change at the Bank’s discretion.

If you require any additional services (such as extra copies of account statements, clearing of foreign cheques paid into the account, etc.), other fees and charges may apply. For details, please refer to “Bank Tariff guide for HSBC Wealth and Personal Banking Customers” available at any HSBC branch in Hong Kong.

- 13 Termination of your card will not automatically lead to termination of any merchant auto payment arrangement, such as autoPay, etc., that are set up or authorized prior to the termination of the card. If you wish to modify/terminate any merchant auto payment arrangement, please directly contact the related merchant(s) who will be responsible for making the necessary arrangements.
- 14 Whether you are a primary cardholder or an additional cardholder, if you maintain an outstanding balance on your card account (or, if you are the primary cardholder, any additional card account also), the Bank may, without notice, combine or consolidate the outstanding balance with any other account(s) (including credit card and deposit accounts) that you maintain with the Bank and set-off or transfer the money to settle the outstanding balance of your card account (or, for a primary cardholder, any additional card account).

- 15 Upon termination of a card account or a cardholder's bankruptcy or death, the cardholder or his/her estate has to pay in full to the Bank the whole of the outstanding balance of his/her card account together with the amount of any transactions effected but not yet charged to the account. The Bank may employ third parties to collect any outstandings and request reimbursement of all cost or charges reasonably incurred from the cardholder or his/her estate.
 - 16 As a primary cardholder, you are liable for the use of the primary as well as any additional card. The bank may recover any outstandings and charges incurred by the additional card from either the primary or the additional cardholder or both. However, an additional cardholder is liable for the use of his/her own additional card only and is not liable for the associated primary card or any other additional cards linked to that primary card account.
 - 17 Your card may not be used for payment of any investment, gambling or other transaction which is illegal or restricted under any applicable laws, regulations, directions, guidelines and the likes issued by relevant authorities. We have a chargeback right in respect of such transactions effected.
- * This APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied may be different. Please call HSBC Customer Service Hotline on (852) 2233 3000 for enquiries.

Effective from 30 December 2022

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

ATM Card Terms and Conditions

IMPORTANT! Before you use your ATM Card, please read these Terms and Conditions carefully. By using (which includes activating) your ATM Card, you will be considered to have accepted these Terms and Conditions and will be bound by them.

The terms used in this Terms and Conditions are defined at the end.

1. Your ATM Card remains our property. You should return it to us upon our request.
2. We may offer, vary, suspend or withdraw any Service at any time without prior notice. Without limiting our right, we may set daily transaction limits or specify the scope of any Service available in or outside Hong Kong. If you want to use your Card at an ATM outside Hong Kong for cash withdrawals and transfers, you are required to set your 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.
3. You should not transfer your ATM Card or PIN or allow any other person to use your ATM Card or PIN. You should keep your PIN strictly confidential. You should not write down or keep the PIN on or close to your ATM Card or handle it in any other way that may enable another person to use your ATM Card.
4. (a) You are responsible for all transactions effected by the use of your ATM Card (including all related fees and charges). You should promptly report to us any loss, theft, disclosure or unauthorised use of your ATM Card or PIN, followed by a written confirmation as soon as reasonably practicable. You will be responsible for all transactions effected by the use of your ATM Card before we receive your report.
(b) If you report loss, theft, disclosure or unauthorised use of your ATM Card or PIN in accordance with Clause 4(a), your maximum liability for unauthorised transactions is HKD500 per ATM Card.
(c) However, please note that the limit referred to in Clause 4(b) DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
 - (i) if you have knowingly (whether or not voluntarily) permitted any other person to use your ATM Card or PIN; or
 - (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your ATM Card or PIN. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your ATM Card or PIN may be treated as your gross negligence.
(d) We have no obligation but may issue a replacement ATM Card to you. If we issue a replacement ATM Card, we will charge a handling fee by debiting any Account.
5. We will debit the amount withdrawn, transferred or otherwise disposed of by the use of your ATM Card from the related Account. You will be unable to effect a transaction if there are insufficient funds in the related Account.
6. (a) You may deposit any Item to your Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched.
(b) We have the right to require you to provide details of an Item when depositing it. You will provide accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the applicable Account accordingly.
(c) We accept an Item for deposit into an Account subject to final payment or clearing. We may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an Item is not actually received by us for any reason, we have the right to debit the relevant Account with the appropriate amount plus any charges.

7. We are not liable to you or any other person for the following (or any of them):
 - (a) any delay or failure in providing any of the Services or our equipment or other facilities to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and
 - (b) any consequential or indirect loss arising from or in connection with the use of your ATM Card.
8. We will give prior notice for fees and charges in connection with the use of your ATM Card. We will debit the fees and charges as we consider reasonable from any Account.
9. You authorise us to disclose, in strict confidence, to other institutions (whether in or outside Hong Kong) personal data and information about you. Such disclosure may be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Services relating to your ATM Card.
10. We have the right to vary these Terms and Conditions (including fees and 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 ATM Card is returned to us for cancellation before the date on which that variation takes effect.
11. We may give notice by way of publication, display at our premises, post or in any other manner we consider appropriate. Notice given in a manner we consider appropriate will be binding on you. You will be considered as having received any notice given by us by post after we have posted it to the address last notified by you:
 - (a) 48 hours after posting (if that address is in Hong Kong); or
 - (b) seven days after posting (if that address is outside Hong Kong).
12. If you and any other person sign or agree to be bound by these Terms and Conditions:
 - (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the ATM Card, the Services or these Terms and Conditions; and
 - (b) any notice from us to any one of these persons will be considered effective notice to all other persons.
13. 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 these Terms and Conditions.
14. These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the nonexclusive jurisdiction of the Hong Kong courts.
15. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Account means any account we allow you to access by the use of the ATM Card.

ATM means an automated teller machine.

ATM Card means any card issued to you by us in relation to any Account which may be used to effect transactions by electronic means, whether at an ATM, a point of sale terminal or other devices as we may make available or accept from time to time.

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

Item means any cheque or other monetary instrument which we may accept for deposit.

PIN means any personal identification number or code that applies or is used by us to identify you when you access information, give instructions or make a transaction using an ATM Card. A PIN may be designated by us or you.

Service means any service which we may provide or procure in relation to an ATM 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 ATM Card.

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

RewardCash Programme Terms and Conditions

A) General Terms and Condition

Who may participate in RewardCash Programme

1. We may offer, vary, suspend or withdraw different benefits, schemes or arrangements under the RewardCash Programme. The availability or redemption of some benefits, schemes or arrangements may be governed by further terms and conditions specified by us from time to time. Such benefits, schemes or arrangements may include RewardCash e-Shop, RewardCash Certificate Scheme, Instant RewardCash Redemption at Merchants and Mileage Programme.
2. Only personal credit cards issued by us in Hong Kong and of the types specified by us from time to time are eligible for the RewardCash Programme. We have the right to specify and vary the types of credit cards that are eligible for the RewardCash Programme. We may exclude (a) any types of credit cards from the RewardCash Programme, or (b) any benefits, schemes or arrangements under the RewardCash Programme. Unless we specify otherwise, eligible credit cards include Visa, MasterCard and UnionPay credit cards. Eligible credit cards may be primary cards or additional cards and may be denominated in Hong Kong dollar, Renminbi or United States dollar. Standalone private label card and iCAN card are not eligible for the RewardCash Programme.

3. Your participation in the RewardCash Programme is governed by these Terms and Conditions and any other terms and conditions specified by us from time to time. If any dispute arises in relation to the RewardCash Programme, our decision or (if applicable) the relevant merchant's decision is final. Such dispute may include (a) any dispute over your eligibility for participation, your entitlement to benefits, records of redemption or other activities or transactions, or (b) any dispute between you and any merchant participating in the RewardCash Programme.

Earning RewardCash

4. Except as specified in Clause 5, you earn \$1 RewardCash for:
 - (a) every HK\$250 spent with your eligible card denominated in Hong Kong dollar;
 - (b) every US\$30 spent with your US\$ Visa Gold Card; or
 - (c) every RMB250 spent with your UnionPay Dual Currency credit card Renminbi sub-account.
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:
 - (a) cash advance;
 - (b) fees and charges;
 - (c) withdrawals under a cash or spending instalment plan;
 - (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.RewardCash will be awarded only for the first HK\$10,000 eligible online bill payments made using an eligible credit card in each monthly statement cycle; and
 - (e) quasi cash transactions including:
 - (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 to PayMe and via Octopus Automatic Added Value Service), according to the merchant codes issued by Visa, MasterCard Worldwide or UnionPay (as applicable) from time to time.
6. A card transaction does not earn RewardCash if:
 - (a) it is unposted; or
 - (b) it is posted but subsequently cancelled, reversed or refunded (including tax refund on purchases) in whole or in part.
7. We will credit RewardCash earned by you to your card account. For the purpose of calculating your RewardCash entitlement, we will carry forward:
 - (a) any odd dollars spent to the next card transaction; and
 - (b) any odd dollars remaining on a statement date to the following statement month.
8. For a purchase under an instalment plan, you earn RewardCash as and when an instalment amount is posted to your card account. Posting of such amount may be in a lump sum or in instalments depending on the types and features of instalment plan.

Expiration of RewardCash

9. RewardCash earned is usually valid for at least one year and for up to two years. RewardCash earned with HSBC Premier MasterCard and HSBC Advance Visa Platinum cards is valid for up to three years. The expiry date for RewardCash earned on a card will be the date of the card statement of the expiry month (regardless of the year) of the card. The expiry month will be shown in your card statement and (if applicable) your HSBC Internet Banking profile.

Transfer, pooling and redemption of RewardCash

10.
 - (a) RewardCash is not transferable unless we otherwise specify. RewardCash may be transferred from one primary cardholder to another through our Reward+ App. You will be able to receive RewardCash without installing Reward+ App or registering for the RewardCash transfer function on Reward+ App.
 - (b) You may pool RewardCash earned with various credit cards issued to you under the same Hong Kong Identity Card or Passport number, unless otherwise specified in these Terms and Conditions. If you are a primary cardholder, you may also pool RewardCash earned with additional cards.
11. We have the right to specify and vary the amount of RewardCash for redeeming various products and services from time to time. We have the right to accept or decline your request to redeem RewardCash. If you have not accumulated sufficient amount of RewardCash to redeem a product or service, any request to redeem or any purchase order will be cancelled automatically.
12. Once a redemption request or purchase order has been accepted by us or a participating merchant, you are not allowed to change, cancel or seek refund on it or exchange any redeemed item.

13. (a) We have the right to forfeit or cancel any accumulated RewardCash and terminate your credit card if, in our reasonable opinion, there is fraud or abuse relating to the earning, pooling, redeeming or using (including transfer or conversion) of your RewardCash. Such fraud or abuse may include obtaining refund of the amount of a transaction by any means after earning RewardCash for that transaction.
- (b) We have the right to cancel any accumulated RewardCash upon the termination of your credit card by you or by us.

Participating merchants

14. We have the right to specify and vary from time to time without notice (a) the merchants participating in the RewardCash Programme, or (b) any scheme or arrangement under the RewardCash Programme. We are not liable to you for any change of merchants. You may visit our website for the latest list of participating merchants.
15. Redemption of goods, services, vouchers, certificates, coupons or other benefits at a participating merchant is subject to the merchant's policy and the terms and conditions specified by the merchant.

Miscellaneous

16. We are not supplier of any products or services redeemable under the RewardCash Programme. We do not accept any liability relating to them. We are not responsible for lost, damaged or stolen products, vouchers, certificates or coupons redeemed or exchanged by you under the RewardCash Programme.
17. The general terms and conditions set out in Section A of these Terms and Conditions apply to all benefits, schemes or arrangements under the RewardCash Programme. If any such benefit, scheme or arrangement is also governed by further terms and conditions, the further terms and conditions prevail over the general terms and conditions to the extent of any inconsistency between them. Such further terms and conditions may be set out in these Terms and Conditions or separately. We have the right to vary these Terms and Conditions and any other terms and conditions relating to the RewardCash Programme from time to time by notice.
18. 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 these Terms and Conditions.
19. These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the nonexclusive jurisdiction of the Hong Kong courts.
20. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

B) RewardCash e-Shop

21. We have the right to change or remove items available at RewardCash e-Shop from time to time without notice. An item is available only while stocks last.
22. You can redeem items at RewardCash e-Shop via HSBC Internet Banking or by returning a duly completed redemption form to us. We will mail a notification letter relating to your request to redeem RewardCash to your correspondence address within four to six weeks after we receive your request to redeem.
23. RewardCash must be used in a whole number at RewardCash e-Shop subject to a minimum of \$10 RewardCash for each item. Every \$1 RewardCash equals to HK\$1 at RewardCash e-Shop. You may redeem items at RewardCash e-Shop using the full amount of RewardCash or a combination of RewardCash and cash. You must pay the cash portion by your HSBC credit card via HSBC Internet Banking.
24. Offers featured in a designated exclusive section of RewardCash e-Shop are available exclusively to holders of credit cards specified in that section.
25. The price indicated for an item at RewardCash e-Shop is in Hong Kong dollars unless we specify otherwise. If you redeem an item using your USD Visa Gold Card, we will process it as a foreign currency transaction.
26. (a) You may enjoy loyalty discounts specified by us from time to time. The loyalty discount is a discount on the observed retail price of the item calculated based on the year in which your longest held primary personal credit card was issued, and that card must be currently valid and in good standing.
- (b) The loyalty discounts do not apply to the following: vouchers redemption, RewardCash Certificate Scheme, Instant RewardCash Redemption at Merchants, Mileage Programme (including mileage programme annual fee waiver), credit card annual fee waiver, or special redemption offers (as and when available).
- (c) You are not allowed to use the loyalty discounts in conjunction with any other promotional offer or discount (unless we specify otherwise).

C) RewardCash Certificate Scheme

Register to participate

27. In order to participate in the RewardCash Certificate Scheme, you must successfully register via HSBC Internet Banking or return a duly completed registration form to us. You may request to register or update or cancel your registration for the RewardCash Certificate Scheme from time to time. We will usually process a request within the next working day (after receipt via HSBC Internet Banking) or within 14 working days (after receipt via other channels).
28. You may enrol various credit cards issued by us to you under the same Hong Kong Identity Card or Passport number for the RewardCash Certificate Scheme. If you are a primary cardholder, you may also enrol additional cards for the RewardCash Certificate Scheme. However, you must select one primary card for monthly RewardCash consolidation ("Consolidating Card").

Conversion of RewardCash to RewardCash Certificate

29. For calculating your RewardCash Certificate entitlement, accumulated and unused RewardCash in each of your enrolled card accounts will be automatically transferred to the Consolidating Card account on each statement date. That transfer will be shown in the respective card account statements of the relevant month.

30. We convert all accumulated and unused RewardCash in the Consolidating Card account as of each statement date of the Consolidating Card. Conversion of RewardCash to a RewardCash Certificate is made in blocks of \$50 RewardCash. The total value of RewardCash Certificate accumulated and issued will be shown in each monthly statement of the Consolidating Card and via HSBC Internet Banking.
31. (a) We issue one RewardCash Certificate each quarter. We calculate the value of the RewardCash Certificate to be issued to you on the last working day of March, June, September and December in a calendar year. The RewardCash Certificate will be mailed to you in the following month (i.e. April, July, October and January respectively).
- (b) Each RewardCash Certificate is valid for 6 months from its issue date. We will not re-issue or replace an expired RewardCash Certificate.
- (c) You are not allowed to (i) reverse any RewardCash transferred from your enrolled credit cards to the Consolidating Card, or (ii) convert any RewardCash Certificate back to RewardCash.
32. We have the right to cancel your right to participate in the RewardCash Certificate Scheme at any time if any of your enrolled credit card accounts becomes invalid or is not in good standing, which may include a card account being cancelled or blocked for any reason. Where we cancel your participation, we have the right to cancel or make any other arrangement for any accumulated and unused RewardCash in your Consolidating Card account and any RewardCash Certificates issued to you.

Exchange RewardCash Certificates for merchant coupons

33. (a) You can exchange RewardCash Certificates for merchant coupons at one of the designated outlets of merchants participating in the RewardCash Certificate Scheme. You must present the original RewardCash Certificate and your Consolidating Card for exchanging merchant coupons.
- (b) Each RewardCash Certificate can only be exchanged for merchant coupon(s) of equivalent value at one of the designated outlets of the participating merchant as stipulated on the RewardCash Certificate.
- (c) If you report loss or theft of a RewardCash Certificate to us but the RewardCash Certificate subsequently comes into your possession, you are not allowed to exchange the RewardCash Certificate for merchant coupons. If you do so, in addition to our rights specified in Clause 13 above, we also have the right to debit the amount of RewardCash corresponding to the value of the merchant coupon(s) exchanged using the RewardCash Certificate, without prior notice to you.
34. You are not allowed to (a) redeem RewardCash Certificates or merchant coupons for cash, or (b) transfer them to another card account.

D) Instant RewardCash Redemption at Merchants

35. iCAN cards and UnionPay Dual Currency credit cards are not eligible for "Instant RewardCash Redemption at Merchants"
36. If you are a primary cardholder, all accumulated and unused RewardCash earned with various credit cards issued to you under the same Hong Kong Identity Card or Passport number and related additional cards will be pooled for redeeming and paying for products and services at the participating merchants. If you are an additional cardholder, only RewardCash earned with your card can be used for redeeming and paying for products and services at participating merchants.
37. Where the purchase price is less than the amount of RewardCash available for redemption, the amount of RewardCash equivalent to the purchase price will be deducted. Where the purchase price is greater than the amount of RewardCash available for redemption, the entire amount of available RewardCash will be deducted and you must pay the shortfall in the purchase price by your HSBC credit card. You cannot specify the amount of RewardCash to be deducted. RewardCash will be deducted instantly at the time a participating merchant processes your redemption order.

E) Mileage Programme

38. You are eligible to participate in the Mileage Programme only if you are eligible to participate in the RewardCash Programme.
39. We have the right to vary the airlines that participate in the Mileage Programme at any time by notice.
40. (a) You have to apply for participating in the Mileage Programme with respect to a participating airline, even if you are already a member of its frequent flyer programme. You have to apply by filling in an enrolment form prescribed by the participating airline. A participating airline may accept or decline your application at its discretion.
- (b) Your eligibility and participation in the Mileage Programme with respect to a participating airline is subject to (i) the terms and conditions in the enrolment form, and (ii) any further terms and conditions which may be specified or varied by the participating airline from time to time. A copy of the participating airline's terms and conditions will be sent to you upon your enrolment with the participating airline.
41. You can pool accumulated and unused RewardCash in your eligible credit card accounts (whether primary or additional credit card accounts).
42. (a) You may transfer RewardCash from your credit card account to the frequent flyer programme account maintained in your personal capacity with a participating airline, as long as your credit card account is valid and in good standing, but where you pool RewardCash from both primary and additional cards, you may transfer the RewardCash only to the primary cardholder's frequent flyer programme account. You are not allowed to transfer RewardCash to a frequent flyer programme account in the name of another person who participates in the Mileage Programme.
- (b) You must transfer a minimum of \$40 RewardCash each time.
- (c) You are allowed to transfer RewardCash only prior to its expiry date.
- (d) After transferring RewardCash from your credit card account to your frequent flyer programme account with a participating airline, you are not allowed to (i) transfer it back to your credit card account, or (ii) re-transfer it to your frequent flyer programme account with another participating airline.

43. The conversion rate of RewardCash to miles differs for each participating airline, and it may be varied from time to time by notice. The latest conversion rate is available at our website.
44. You agree to pay us an annual fee for participating in the Mileage Programme as notified to you from time to time. You authorise us to debit the fee from any credit card account when it is due. The fee is non-refundable. The latest annual fee is available at our website.
45. (a) We take no responsibility for (i) RewardCash transferred by you to your frequent flyer programme account with any participating airline, or (ii) the acts or omissions of any participating airline.
(b) A participating airline may vary its policies or terms and conditions relating to the Mileage Programme or its frequent flyer programme at any time without notice, even if a variation affects mileage calculation, your accumulated mileage or other benefit entitlements, or benefit redemption.

F) Pay with RC

46. "Pay with RC" allows you (in your capacity as a primary cardholder) to use RewardCash to pay your credit card statements and transactions via channels designated by us. "Pay with RC" is part of the RewardCash Programme and it is governed by these Terms and Conditions and the Reward+ Terms and Conditions.

G) HSBC EveryMile Credit Card

47. Insofar as HSBC EveryMile Credit Card is concerned, notwithstanding anything contained in Clauses 10(a) and 22:
 - (a) HSBC EveryMile Credit Card cannot receive RewardCash transferred from any cardholders.
 - (b) Redemption of items or mileage with RewardCash earned with HSBC EveryMile Credit Card should be made with Reward+ App, but not through HSBC Internet Banking.

Definitions

Consolidating Card is defined in Clause 28.

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

Reward+ App means the HSBC Reward+ mobile app which is a dedicated credit card mobile app to manage your HSBC card accounts in Hong Kong. It is governed by these Terms and Conditions, the Reward+ Terms and Conditions and the terms and conditions applicable to specific functions available on the Reward+ App.

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 a credit card (whether a primary card or an additional card).

Effective from 20 September 2021

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

Terms and Conditions for the Credit Card Cash Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Cash Instalment Plan

- (a) You are eligible to apply for the Cash Instalment Plan only if you hold a personal primary credit card issued by us. However, the Cash Instalment Plan is not available to a non-Hong Kong Dollar personal primary credit card, an additional credit card, a co-branded card, an undergraduate credit card, a Visa Gold Card for Students, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Cash Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
 - (i) conduct checks with any credit reference agency at any time; and
 - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Instalment Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or grant a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if you have a past due record in the current month on any credit card account held with us. We will not accept a request in your application for transfer of outstanding balance from a credit card account held with us to the Cash Instalment Plan.

2. Scope and operation

- (a) We will set a minimum limit and a maximum limit on the withdrawal amount for each application of the Cash Instalment Plan. We will specify the limits on the marketing materials, webpages or other notices provided by us from time to time relating to the Cash Instalment Plan. By applying for the Cash Instalment Plan, you are considered to have agreed that we may increase the credit limit on the Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment

(if applicable) and (iii) the approved withdrawal amount for the Cash Instalment Plan (“**Withdrawal Amount**”) (if applicable). We have the final decision on the credit limit adjustment of the Card Account and the withdrawal amount approval.

- (b) If we approve your application for the Cash Instalment Plan:
- (i) we will withhold from the credit limit on the Card Account an amount equal to the total of (1) the Withdrawal Amount and (2) all payable monthly handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Withdrawal Amount by the number of months in the Instalment Period plus the applicable monthly handling fee (collectively, “**Repayment Amount**”). The credit limit on the Card Account will be restored progressively as the Repayment Amounts are actually received by us;
 - (ii) we will credit or transfer the Withdrawal Amount in a lump sum to the bank account or credit card account specified by you in your application. We will do so after we receive all information and documents required by us for processing your application. For this purpose:
 - (1) the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong; and
 - (2) the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong; and
 - (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Withdrawal Amount to the specified bank account or credit card account.
- (c) We will bill each Repayment Amount to the Card Account on a monthly basis as a purchase transaction and show it on the Card statement. We will bill the first Repayment Amount to the Card Account upon approval of your application for the Cash Instalment Plan and will show it in the first Card statement following the approval.
- (d) You should ensure that the total of (i) the Withdrawal Amount, (ii) all payable monthly handling fees, and (iii) all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (e) You must continue to make any repayment (and pay any finance charges) in the normal manner with respect to the bank account or credit card account specified in your application until we have transferred the Withdrawal Amount to you in accordance with paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Instalment Plan.
- (f) The Withdrawal Amount will not entitle you to any RewardCash.
- (g) We will not return the documents supplied to us (including the application form) in relation to the Cash Instalment Plan.

3. Our overriding right

- (a) Even if we approve your application for the Cash Instalment Plan or even if these Terms and Conditions or the Credit Card Terms may provide otherwise, we have the right at any time:
- (i) to charge to the Card Account in full the total amount of all remaining unpaid Withdrawal Amount that are not yet charged to the Card Account, plus interest, fees and charges (if any); and
 - (ii) to demand immediate repayment in full of all indebtedness owing by you to us under the Cash Instalment Plan. Without limiting our right to demand repayment at any time, we have the right to demand repayment in the following cases (or any of them):
 - (1) the Card Account is cancelled or terminated for any reason (whether by you or by us);
 - (2) you default in payment of any amount due under the Credit Card Terms or these Terms and Conditions;
 - (3) you breach any other provision of the Credit Card Terms or these Terms and Conditions;
 - (4) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due; and
 - (5) the Cash Instalment Plan is suspended or terminated by us for any reason.
- (b) You are required to repay all indebtedness owing by you to us under the Cash Instalment Plan on demand.

4. No cancellation but may repay early

- (a) You cannot cancel the Cash Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Withdrawal Amount and pay an early repayment fee calculated at 2% of such outstanding Withdrawal Amount. You have to give us at least 14 working days’ prior written notice of your intention to repay early.
- (b) You must make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid monthly handling fees even if you make early repayment.

5. Monthly handling fees

Upon approval of your application for the Cash Instalment Plan, we may charge a monthly handling fee (if applicable) on the Withdrawal Amount. The rate of the monthly handling fee is specified in the approval letter that we send you upon approval of your application.

6. Staff’s remuneration

The remuneration for our sales staff is determined based on the staff’s overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff’s remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

7. Variation of these Terms and Conditions

We have the right to vary the monthly handling fee (if applicable) for the Cash Instalment Plan and these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of all indebtedness owing by you under the Cash Instalment Plan before the date on which that variation takes effect. We also have the right to terminate or suspend (or both) the Cash Instalment Plan. We have the final decision on all matters and disputes relating to the Cash Instalment Plan.

8. 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 these Terms and Conditions.

9. Governing law, jurisdiction and version

- (a) These Terms and Conditions are 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 these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Cash Instalment Plan means the credit card cash instalment plan offered by us from time to time.

Card means the credit card issued to you as a primary cardholder and approved by us for the Cash Instalment Plan.

Card Account means the account established in respect of your Card for recording Card transactions and other items.

Credit Card Terms means the relevant credit card terms governing your Card.

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

Instalment Period means the period of the Cash Instalment Plan specified by you on the application form and approved by us.

Repayment Amount is defined in Clause 2(b)(i).

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

Withdrawal Amount is defined in Clause 2(a).

you or **your** means the person to whom we issue a Card.

Effective from 15 January 2023

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

Terms and Conditions for Cash Credit Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Cash Credit Plan

- (a) You are eligible to apply for the Cash Credit Plan if you are a principal cardholder of a personal primary credit card issued by us. However, the Cash Credit Plan is not available to any non-Hong Kong Dollar personal primary credit card, additional credit card, co-branded card, undergraduate credit card, a Visa Gold Card for Students, private label card or the RMB sub-account of any UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Credit Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Cash Credit Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
 - (i) conduct checks with any credit reference agency at any time and
 - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Credit Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or approve a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if:
 - (i) you have any overdue payment record in the month of your application on any credit card account held with us
 - (ii) you fail to provide us with all information and documents required by us for the processing of your application
 - (iii) you seek to use your application or apply any Approved Withdrawal Amount for repaying the outstanding balance of any of your credit card account maintained with us.

2. Scope and operation

- (a) Under the Cash Credit Plan, you can apply to withdraw available funds from your eligible credit card account ("Card Account") to your designated personal bank account or personal card account (excluding any credit card account maintained with us).

- (b) If we approve your application for the Cash Credit Plan:
 - (i) we will debit your Card Account by the withdrawal amount approved by us (“Approved Withdrawal Amount”) and credit or transfer the amount in a lump sum to your personal bank account or credit card account specified by you in your application. For this purpose:
 - the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong and
 - the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong (excluding any credit card account maintained with us)
 - (ii) we will withhold from the credit limit on the Card Account an amount equal to the Approved Withdrawal Amount. The credit limit on the Card Account will be restored progressively as credit card payments towards the Card Account are actually received by us and
 - (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Approved Withdrawal Amount to your bank account or credit card account specified by you in the application.
- (c) We will set a minimum and maximum limit on the withdrawal amount for each application of the Cash Credit Plan, which will be specified in the application or marketing materials of the Cash Credit Plan.
- (d) By applying for the Cash Credit Plan, you are considered to have agreed that we have the right to increase the credit limit of your Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment (if applicable) and (iii) the Approved Withdrawal Amount (if your application is successful).
- (e) We will debit the Approved Withdrawal Amount from your Card Account upon approval of your application for the Cash Credit Plan and the debit will be shown in the first card statement following the approval.
- (f) You should ensure that the Approved Withdrawal Amount and all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (g) If you are transferring the Approved Withdrawal Amount to repay outstanding liabilities of your credit card or bank account, you must continue to make repayment (and pay any finance charges) to such bank account or credit card account until we have transferred the Approved Withdrawal Amount to you in accordance with sub-paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Credit Plan.
- (h) Your participation in the Cash Credit Plan and any Approved Withdrawal Amount transferred from your Card Account will not entitle you to any RewardCash.
- (i) We will not return the documents you supplied to us (including the application form) in relation to the Cash Credit Plan.

3. Our overriding right

- (a) We have the right to immediately revoke the approval of any Cash Credit Plan without notice, and all your outstanding indebtedness under the Cash Credit Plan, together with any interest, fees and charges will become immediately payable on demand, if:
 - (i) the Card Account is cancelled or terminated for any reason (whether by you or by us)
 - (ii) you default in payment of any amount due under any of your credit card account maintain with us
 - (iii) any of your credit card account held with us is not maintained in good standing
 - (iv) you breach any provision under these Terms and Conditions or the Credit Card Terms applicable to any of your credit card account maintained with us or
 - (v) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due.
- (b) If we revoke the Cash Credit Plan pursuant to sub-paragraph (a) above, the Preferential Interest Rate will be immediately withdrawn and all your outstanding indebtedness under the Cash Credit Plan will be subject to the same finance charge interest rate applicable to credit card as set out in the Bank tariff guide for HSBC Wealth and Personal Banking Customers (“Tariff Guide”).
- (c) You are required to repay all indebtedness owing by you to us under the Cash Credit Plan on demand.

4. No cancellation but may repay early

You cannot cancel the Cash Credit Plan after your application is approved by us, unless you repay in full the total amount of all outstanding balance under the Plan plus any interest.

5. One-Off Handling fee

Upon approval of your application for the Cash Credit Plan, we may charge a one-off handling fee (if applicable) on the Approved Withdrawal Amount. The one-off handling fee is specified in the approval letter that we send you upon approval of your application.

6. Finance Charge – Preferential Interest Rate (Per Annum)

- (a) Finance charge calculated at a preferential interest rate (per annum) (“Preferential Interest Rate”) will be charged on the outstanding Approved Withdrawal Amount on a daily basis, starting from the credit card monthly statement date immediately following the date of transfer of the Approved Withdrawal Amount to your designated account (which will be specified in the approval letter) until the credit card monthly statement date after the “Preferential Interest Rate End Date” (which will be specified in the approval letter). Thereafter, the finance charge will be calculated according to the same finance charge interest rate applicable to credit card as stipulated in the Tariff Guide. The finance charge will be calculated and accrued on a daily basis.
- (b) The Preferential Interest Rate only applies to the Approved Withdrawal Amount under the Cash Credit Plan. All other outstanding credit card balance including card purchases and cash advances will be subject to the interest rates and finance charges as set out in the Tariff Guide.

- (c) During the period where the Preferential Interest Rate applies, you must at least pay the “minimum payment due” as set out in your credit card monthly statement of the Card Account before the “payment due date”. Otherwise, your Card Account will be regarded to be in a delinquent status and the Preferential Interest Rate will be immediately withdrawn and cancelled forthwith without notice to you. Any outstanding Approved Withdrawal Amount will be subject to the same finance charge interest rate applicable to credit card as set out in the Tariff Guide.
- (d) Apart from the finance charge calculated at the Preferential Interest Rate that applies to the Cash Credit Plan, if you do not pay the statement balance of your Card Account monthly statement in full on or before the “payment due date”, we may also charge, without prior notice, a finance charge even if you have paid the “minimum payment due” in full. Other fees, charges and interest may also be applicable, depending on the types of services you use (such as finance charge for cash advance). Details of these finance charges and fees are set out in the Credit Card Terms applicable to your Card Account and the Tariff Guide.

7. Staff’s remuneration

The remuneration for our sales staff is determined based on the staff’s overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff’s remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

8. Variation of these Terms and Conditions

We have the right to increase or alter the Preferential Interest Rate (per annum), handling fee (if applicable) for the Cash Credit Plan and vary these Terms and Conditions from time to time subject to our giving prior notice to you. We will give you such prior notice in a manner we consider appropriate. You will be bound by the variation upon the expiry of the notice period unless we receive full repayment of all indebtedness owing by you under the Cash Credit Plan before the date on which the variation takes effect.

9. Third party rights

Only you and us will have the right to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

10. Governing law, jurisdiction and version

- (a) These Terms and Conditions are 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 these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

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

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 a Card.

Effective from 15 January 2023

Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Instalment Plan

- (a) You are eligible to apply for the Spending Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card). However, the Spending Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Spending Instalment Plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Spending Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.
- (c) We will decide whether to approve your application for the Spending Instalment Plan having regard to the status and repayment history of your Card Account. We have the right to approve or reject your application and to suspend or terminate the Spending Instalment Plan without any giving reason or prior notice. We have the final decision on all matters and disputes relating to the Spending Instalment Plan.

2. Scope and operation

- (a) Only posted purchase transactions effected with a Card qualify for the Spending Instalment Plan. Other transactions do not qualify and these transactions include the following:
 - (i) any unposted, cancelled or refunded transaction;
 - (ii) cash advance;
 - (iii) instalment plan;
 - (iv) Octopus AAVS (Octopus Automatic Add-Value Service);
 - (v) withdrawal amount under a cash instalment plan and/or a cash credit plan;
 - (vi) gambling transaction;
 - (vii) purchase and/or reload of stored value cards or e-Wallets;
 - (viii) transaction at financial institutions (including purchase of merchandise and services from banks);
 - (ix) transaction at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);

- (x) wire transfers; and
 - (xi) all fees and charges.
- (b) An application for the Spending Instalment Plan must be:
- (i) for at least HK\$1,000 and may cover one or more posted purchase transactions effected using a Card (“**Purchase**”). Purchase billed to an additional Card Account or a private label card under the primary Card Account can be combined with Purchase billed to the primary Card Account for the purpose of an application by a primary cardholder. However, Purchase billed to a primary Card Account, other additional Card Accounts or private label card under the same primary Card Account cannot be combined with Purchase billed to the additional Card Account for the purpose of an application by an additional cardholder; and
 - (ii) made by you at least 3 working days before the payment due date of the relevant Purchase.
- (c) You should ensure that the total of (i) all outstanding balance in your Card Account (including all unbilled balance) and (ii) all payable handling fees does not exceed the approved credit limit of your Card Account at any time.
- (d) If we approve your application for the Spending Instalment Plan, we will withhold from the credit limit on your Card Account an amount equal to the total of (i) the approved Purchase amount (“**Approved Amount**”) and (ii) all payable handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Approved Amount by the number of months in the Instalment Period plus the applicable handling fee (collectively, “**Repayment Amount**”). The credit limit on your Card Account will be restored progressively as the Repayment Amounts are actually received by us.
- (e) We will bill each Repayment Amount to your Card Account on a monthly basis as a transaction and show it on the Card statement. Each Repayment Amount is treated in the same way as a purchase transaction billed to your Card Account. You should pay it in the same manner as other purchase transactions. We will bill the first Repayment Amount along with an applicable one-off handling fee to your Card Account upon approval of your application for the Spending Instalment Plan and will show it in the first Card statement following the approval.

3. No cancellation but may repay early

- (a) You cannot cancel the Spending Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Repayment Amounts plus any interest and handling fee. You have to give us at least 14 working days’ prior written notice and pay an administration fee of HK\$300.
- (b) You may make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid handling fees even if you make early repayment.

4. Handling fees

Upon approval of your application for the Spending Instalment Plan, we will charge a monthly handling fee on the Approved Amount or a one-off handling fee, as applicable. The rate of the handling fee is specified in the marketing materials or other notices provided by us from time to time relating to the Spending Instalment Plan.

5. Termination of your Card

If your Card is cancelled or terminated for any reason during the Instalment Period, the total amount of all remaining unpaid Repayment Amounts and any payable interest become immediately due and payable by you.

6. Staff’s remuneration

The remuneration for our sales staff is determined based on the staff’s overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff’s remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

7. Variation of these Terms and Conditions

We have the right to vary the handling fee and these Terms and Conditions from time to time. We will give you notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all remaining unpaid Repayment Amounts plus any payable interest and handling fee before the date on which that variation takes effect.

8. Miscellaneous

- (a) We are not liable for the goods and services provided by any merchants.
- (b) Our provision and your use of the Spending Instalment Plan are subject to any applicable regulatory requirements.

9. 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 these Terms and Conditions.

10. Governing law, jurisdiction and version

- (a) These Terms and Conditions are 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 these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Spending Instalment Plan means the Spending Instalment Plan offered by us from time to time.

Approved Amount is defined in Clause 2(d).

Card means the credit card issued by us and approved by us for the Spending Instalment Plan.

Card Account means the account established in respect of a Card for recording Card transactions and other items. If a Card is a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card, Card Account consists of a Hong Kong dollar sub-account and a Renminbi sub-account.

Credit Card Terms means the relevant credit card terms governing your Card.

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

Instalment Period means the period of the Spending Instalment Plan specified by you on the application form and approved by us.

Purchase is defined in Clause 2(b)(i).

Repayment Amount is defined in Clause 2(d).

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 a credit card (whether a primary or an additional credit card) that is eligible for the Spending Instalment Plan.

Effective from 15 January 2023

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

HSBC Mobile Credit Card Addendum to Credit Card Terms

Applicable to Mobile Credit Card stored in the Mobile Wallet of your Eligible Device

IMPORTANT! Before you store and use your Mobile Credit Card, please read these Terms and Conditions and the Credit Card Terms carefully. By storing and using your Mobile Credit Card, you will be considered to have accepted these Terms and Conditions and the Credit Card Terms and will be bound by them. The terms used in these Terms and Conditions are defined at the end.

1. Terms and Conditions supplement Credit Card Terms

- (a) The Credit Card Terms applies to your Mobile Credit Card. References in the Credit Card Terms to "Card" and "Card Transactions" include your Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- (b) These Terms and Conditions supplement the Credit Card Terms and, together, they govern your Mobile Credit Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Credit Card Terms, the provisions of these Terms and Conditions prevail.
- (c) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your HSBC Credit Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the Credit Card Terms.

2. Registering, storing and activating Mobile Credit Card

- (a) You may store a digital version of an HSBC Credit Card (i.e. Mobile Credit Card) in your Mobile Wallet only if the HSBC Credit Card is of a type and/or card scheme designated by us from time to time and is in good standing.
- (b) The Mobile Wallet Provider may limit the number of Mobile Credit Cards that you may store in one Mobile Wallet from time to time which we cannot control. We may however limit the number of Eligible Devices in which the same HSBC Credit Card can be stored from time to time and you should refer to our latest communications regarding such limit.
- (c) You should follow the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet in order to register and store the Mobile Credit Card in your Mobile Wallet.
- (d) By registering a Mobile Credit Card in your Mobile Wallet, you consent to us sending SMS message to you for verification and activation purpose based on your phone number last recorded with us. If the phone number last recorded with us is not the phone number of your Eligible Device, the SMS message will be sent to the phone number last recorded with us but not to your Eligible Device. If we do not have record of your phone number, we cannot send SMS message to you in which event you will need to call us on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile Credit Card.

3. Your responsibility

- (a) If you do not take security measures as we or the Mobile Wallet Provider may recommend from time to time, you will bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile Credit Card. We are not liable for any such loss. You should take appropriate security measures including the following:
 - (i) take reasonable precautions to keep HSBC Credit Card details and security details relating to your Mobile Credit Card, Mobile Wallet and Eligible Device (including your Device Passcode, payment PIN, fingerprint and/or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of them;
 - (ii) safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all times;
 - (iii) DO NOT allow anyone else to use or log on to your Eligible Device and Mobile Wallet;
 - (iv) ensure that your biometric credentials stored on your Eligible Device are your own and DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device, and that you only use your own biometric credentials to use your Mobile Card or Mobile Wallet;
 - (v) DO NOT use facial recognition to use your Mobile Credit Card or Mobile Wallet if you have an identical twin sibling, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;

- (vi) DO NOT use facial recognition to use your Mobile Credit Card or Mobile Wallet if you are in adolescence while your facial features may be undergoing a rapid stage of development, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
 - (vii) DO NOT take any action to disable any function provided by, and/or agreeing to any settings of your Eligible Device that would compromise the security of the use of your biometric credentials for the use of Mobile Credit Card or Mobile Wallet (e.g. disabling "attention-aware" for facial recognition). If such changes are required, you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
 - (viii) DO NOT choose obvious numbers as Device Passcode or payment PIN (such as Hong Kong Identity Card number, date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or payment PIN or write down or keep your Device Passcode or payment PIN close to your Eligible Device;
 - (ix) DO NOT install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device);
 - (x) change the Device Passcode or payment PIN regularly and use alphanumeric code for Device Passcode or payment PIN (if available);
 - (xi) if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;
 - (xii) delete your Mobile Credit Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be repaired;
 - (xiii) remove the Mobile Credit Card from the Mobile Wallet upon termination of your Mobile Credit Card as provided in Clause 10.
- (b) You are fully responsible for any disclosure of your HSBC Credit Card Details, Device Passcode, payment PIN, or other security details relating to your Eligible Device, Mobile Wallet and Mobile Credit Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Credit Card being used by unauthorised persons or for unauthorised purposes.
 - (c) You have to use an Eligible Device of a type or model specified by us from time to time to register, store and use Mobile Credit Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
 - (d) You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your Mobile Credit Card.

4. Card Account and credit limit

- (a) HSBC Credit Card in its plastic card form and in its digital version (i.e. Mobile Credit Card) constitute one and the same Card and share the same Card Account.
- (b) All Mobile Credit Card Transactions will be billed to card statement of the HSBC Credit Card. There will not be a separate statement for your Mobile Credit Card.
- (c) Your HSBC Credit Card in plastic card form and your Mobile Credit Card share the credit limit of the same Card Account. There will not be a separate credit limit for your Mobile Credit Card.

5. Mobile Credit Card Transactions, no cash advance

- (a) You may make Mobile Credit Card Transactions where your Mobile Wallet is accepted for payment. We will not be responsible if any retailer refuses to accept your Mobile Credit Card.
- (b) You cannot use your Mobile Credit Card for cash withdrawals or cash advance over the counter. A Mobile Credit Card cannot be linked to a bank account. Your Mobile Credit Card or Mobile Wallet may also be subject to certain transaction limits (for example, payment amount) imposed by retailers or payment terminals which do not normally apply to your HSBC Credit Card.
- (c) Your Mobile Wallet may not be accepted at all places where your HSBC Credit Card is accepted.

6. Limitation of our liability

- (a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible devices. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We have no control over the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet, or your inability to use the Mobile Wallet for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile Credit Card).
- (b) We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 3(a), Clause 7(a) and Clause 10.

7. Loss, theft or misuse

Report promptly

- (a) You must tell us straight away using the telephone numbers on the back of your HSBC Credit Card if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Credit Card or Eligible Device, or if you believe someone else has used your Mobile Credit Card or Eligible Device, or has

discovered the security details of your Eligible Device, Mobile Wallet or Mobile Credit Card or the security of your HSBC Credit Card, Mobile Credit Card, Mobile Wallet or Eligible Device has been compromised in any other manner.

Your liability for unauthorised transactions

- (b) You will be liable for all unauthorised Mobile Credit Card Transactions effected by your Mobile Credit Card before we receive report of loss, theft, disclosure or unauthorised use of your Mobile Credit Card.
- (c) If you report loss, theft, disclosure or unauthorised use of your Mobile Credit Card in accordance with this Clause 7, your maximum liability for unauthorised Mobile Credit Card Transactions is [HK\$500]. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) if:
 - (i) you have knowingly (whether or not voluntarily) permitted any other person to use your Mobile Wallet or Mobile Credit Card or Eligible Device; or
 - (ii) you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Wallet, Mobile Credit Card or Eligible Device. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Mobile Wallet, Mobile Credit Card or Eligible Device may be treated as your gross negligence.

8. Your Personal Data

You may be providing your personal data and HSBC Credit Card information and transaction details to the Mobile Wallet Provider by registering, storing and using the Mobile Credit Card in your Mobile Wallet. We have no control of the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider.

9. Fees and charges

- (a) All applicable interest, fees and charges that apply to your HSBC Credit Card will also apply to the Mobile Credit Card.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to your storing, activating or using the Mobile Credit Card or for making transactions using your Mobile Wallet and the Mobile Credit Card.

10. Termination of Mobile Credit Card

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Credit Card from the Mobile Wallet should you wish to terminate the Mobile Credit Card. Termination of the Mobile Credit Card will not terminate the HSBC Credit Card in plastic card form unless you also terminate it in accordance with the Credit Card Terms.
- (b) If you are a primary HSBC Credit Card cardholder, you cannot terminate the Mobile Credit Card of the Additional Cardholder without terminating the additional HSBC Credit Card in plastic card form.
- (c) If you are a primary Mobile Credit Card cardholder, termination of your Mobile Credit Card will not terminate the Mobile Credit Card of your Additional Cardholder.
- (d) We have the rights to suspend, restrict or terminate your HSBC Credit Card under the Credit Card Terms. These rights will be extended to your Mobile Credit Card. Your Mobile Credit Card will be suspended, restricted or terminated at the same time if your HSBC Credit Card is suspended, restricted or terminated under the Credit Card Terms.
- (e) We will also have the right to suspend, restrict or terminate the use of a Mobile Credit Card if your Mobile Wallet has been suspended, restricted or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 7(a).
- (f) Upon termination of Mobile Credit Card whether by you or by us, you must remove the Mobile Credit Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Credit Card or the Mobile Wallet from your Eligible Device.
- (g) You are responsible for all Mobile Credit Card Transactions whether or not authorised by you unless and until you have removed the Mobile Credit Card from your Mobile Wallet and Eligible Device upon termination.
- (h) Termination of the Mobile Credit Card on its own will not affect the HSBC Credit Card in plastic card form which will continue to be governed by the Credit Card Terms.

11. Variation of this Addendum

We have the right to vary these Terms and Conditions 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 Mobile Credit Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 10 before the date on which that variation takes effect.

12. 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 these Terms and Conditions.

13. Governing law, jurisdiction and version

- (a) These Terms and Conditions are 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 these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions are for reference only.

14. General matters

If you have any questions or complaints about your Card, then please contact us at the telephone number on the back of your Card. If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

Definitions

Additional Cardholder means an Additional Cardholder referred to in the Credit Card Terms.

Card Account means the Card Account referred to in the Credit Card Terms.

Credit Card Terms means the credit card terms governing the supply and use of your HSBC Credit Card.

Device Passcode means the access passcode of your Eligible Device.

Eligible Device means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile Credit Card can be registered and stored, as designated by us from time to time.

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

HSBC Credit Card means the credit card issued by us (whether as primary card or additional card) in plastic card form of such type and/or card scheme designated by us from time to time.

Mobile Credit Card means a digital version of your HSBC Credit Card which you store in the Mobile Wallet of your Eligible Device.

Mobile Credit Card Transaction means any transaction effected by using your Mobile Credit Card.

Mobile Wallet means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Credit Card is stored.

Mobile Wallet Provider means provider of the Mobile Wallet in your Eligible Device, as designated by us from time to time.

These Terms and Conditions means these terms and conditions as may be amended from time to time.

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 15 January 2023

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

HSBC Pulse UnionPay Dual Currency Diamond Credit Card Special Reward Promotion 2023 Terms and Conditions

When can you enjoy the offer

1. The promotional period is from 1 January 2023 until 31 December 2023, both days inclusive.

What is the offer

2. During the promotional period, you will be entitled to extra 5 times RewardCash for the Eligible Transactions (which are made through QR Code Payment and/or Mobile Payment in Mainland China and Macau) with your Eligible Credit Card.

How can you enjoy the offer

3. You can enjoy the offer during the promotional period if you:
 - a. hold an Eligible Credit Card and your credit card account is valid and in good standing during the promotional period;
 - b. pay with an Eligible Credit Card for Eligible Transactions during the promotional period.
4. You cannot exchange the offer for cash, other products, services or discounts or transfer the offer.

Read before you enjoy the offer

5. The offer is only applicable to HSBC Pulse UnionPay Dual Currency Diamond Credit Card.
6. You have to keep all original sales slips or official payment records of the Eligible Transactions. In case of dispute, we may at any time ask you to submit these slips, records, and/or further evidence for inspection and we may keep them.
7. Your first HK\$80,000 Eligible Transactions are entitled to receive the offer. For calculation, Eligible Transactions conducted by all primary and additional credit card accounts under a cardholder with the same HKID/Passport number will be combined; and transactions conducted in Macau Pataca will be converted to Hong Kong Dollar. Calculation is determined by the transaction date of Eligible Transaction.
8. Extra RewardCash earned from this offer will be credited to the respective Eligible Credit Card account, and will be indicated as "Mainland China & Macau" spend shown on the monthly credit card statement. Any odd dollars remaining as of a statement date will be carried forward to the subsequent statement months for calculating RewardCash entitlement. Extra RewardCash under this promotion will be credited in the same way as the Bank's RewardCash Programme.
9. If the cardholder is a combined additional credit cardholder, both the primary and the additional cardholders will be able to use the extra RewardCash credited to the credit card account of the combined additional card.
10. The extra RewardCash under this offer will be awarded in addition to the Basic Reward under the RewardCash Programme that we offer.
11. If any transaction where the extra RewardCash was awarded is subsequently reversed, we may deduct the extra RewardCash from the Eligible Credit Card account without notice to you.

12. The terms and conditions of the Eligible Credit Card and RewardCash Programme will apply.
13. We can change or cancel the offer or amend the terms and conditions. Please check our website for the latest details, availability and terms and conditions of the offer.
14. If we believe that you have acted in a fraudulent or abusive way, you will not be able to enjoy the offer and we can deduct the extra RewardCash or debit your credit card to take back any offer you have enjoyed, or cancel your credit card.
15. In case of dispute arising out of this promotion, our decision shall be final and conclusive.
16. We write the terms and conditions of the offer under Hong Kong laws. In the event of any discrepancy or inconsistency between the English version and the Chinese version of the promotional materials and these terms and conditions, the English version shall prevail.

What these terms mean

17. **“Eligible Credit Card”** means any personal primary or additional HSBC Pulse UnionPay Dual Currency Diamond Card issued by The Hongkong and Shanghai Banking Corporation Limited in Hong Kong (and its successors and assigns).
18. **“Eligible Transactions”** are Renminbi and/ or Macau Pataca transactions made using an Eligible Credit Card through QR Code Payment and/ or Mobile Payment, and conducted in Mainland China and Macau according to the country codes issued by UnionPay during the promotional period. Eligible Transactions shall be determined at the sole and absolute discretion of the Bank.

These are not Eligible Transactions:

- Finance and bank charges: annual fees, finance charges, late charges;
- Transactions made in Hong Kong and countries/regions other than Mainland China and Macau;
- Transactions made in Hong Kong Dollars and currencies other than Renminbi and Macau Pataca;
- Other transactions:
 - o mail, fax and telephone orders;
 - o bill payments settled via HSBC Mobile Banking and/or Internet Banking;
 - o purchase and/or reload of stored value cards (including Octopus top-up transactions via e-wallets or any other means and reload to PayMe);
 - o transactions (including top-up transactions) made via e-wallets;
 - o Octopus automatic add-value services transactions;
 - o cash advance or withdrawal under the Cash Instalment Plan or Cash Credit Plan;
 - o monthly instalment(s) of Cash Instalment Plan, Cash Credit Plan, Spending Instalment Plan or other instalment plans (excluding monthly purchase instalment at merchants);
 - o transactions at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);
 - o transactions at financial institutions (including purchase of merchandise and services from banks);
 - o wire transfers;
 - o betting and gambling transactions;
 - o tax payments;
 - o all unposted/cancelled/refunded transactions.
- 19. **“QR Code Payment”** means the QR Code Payment function in HSBC Reward+ App or UnionPay App (as named 雲閃付 App in traditional Chinese) which enables you to make payments by either presenting your personal QR code or scanning a QR code displayed by the merchant accepting UnionPay QR Code. Please note that only primary cardholders are able to use the QR Code Payment function.
- 20. **“Mobile Payment”** means using Apple Pay, Google Pay or Samsung Pay that linked to an Eligible Credit Card for payment.
- 21. **“Basic Reward”** of HSBC Pulse UnionPay Dual Currency Diamond Credit Card is \$1 RewardCash for every HK\$250 spent with Hong Kong Dollar sub-account, or RMB250 spent with Renminbi sub-account.

Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries.

Google Pay is a trademark of Google LLC.

Samsung Pay is a registered trademark of Samsung Electronics Co.,Ltd.

To borrow or not to borrow? Borrow only if you can repay!

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