

# iCAN Credit Card Cardholder Agreement

This iCAN card issued by us is governed by this Agreement. The Credit Card Cardholder Agreement which is stated to apply to other credit cards issued by us DOES NOT APPLY to the iCAN card.

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

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

#### 1. Your responsibility

- (a) You are responsible for the Card Account and all Card Transactions (including all related fees and charges). You are responsible even if:
  - (i) you do not sign a sales slip (including where a Card Transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature) or the signature on the sales slip is different from the signature on the card; or
- (ii) the Card Transaction is effected involuntarily.
- You remain liable even after the termination of your Card or Virtual Card Account or this Agreement.
- (b) You should not transfer your Card or your Virtual Card Account Number, password for activating a digital certificate relating to your Virtual Card Account Number or PIN (each a "Confidential Number"). You should not allow any other person to use your Card or any Confidential Number.
- (c) You should take appropriate security measures including the following:
  - (i) sign your Card as soon as you receive it;
  - (ii) keep your Card and Virtual Card Account Number in a secure place and under your personal control. You should treat your Card and Virtual Card Account Number as if they were cash;
  - (iii) keep a note of your Card number and Virtual Card Account Number in a safe place, separate from your Card;
- (o) Where we allow deposit of banknotes, coins and cheques through the Drop & Go Counter service, the following provisions apply:
  - (i) we are responsible only after we have received, counted and verified the banknotes, coins and cheques in accordance with our practice to our satisfaction;
  - (ii) in the cases below, we will only credit to your Card Account or other account the banknotes, coins and cheques that we have received, counted and verified to our satisfaction, and our decision is final and binding on you:
    - if there is any discrepancy between the details specified in a pay-in slip and the banknotes, coins and cheques accompanying that pay-in slip that are actually received, counted and verified by us; or
  - (2) if for any reason we do not accept any banknotes, coins and cheques deposited.

# RewardCash (p) You will earn

- (i) \$1 RewardCash for every HK\$125 spent on Card Transactions with your Virtual Card Account Number;
- (ii) \$1 RewardCash for every HK\$250 spent on any other Card Transactions.

  We may also specify such other amount or calculation of
- We may also specify such other amount or calculation of RewardCash from time to time.
- (q) You will be entitled to a cash credit of HK\$1 for every \$1 RewardCash. We may also specify such other amount or calculation of cash credit from time to time. The total amount of cash credit earned by you will be shown on your Card statement each month and will be applied against the Statement Balance in that statement.
- (r) Cash credit earned (i) is not transferable, (ii) cannot be applied against the Statement Balance in another Card statement, and (iii) cannot be exchanged for or withdrawn as cash. We have the right to debit your Card Account with any cash credit amount previously awarded if we make a credit adjustment to your Card Account (other than as a result of repayment by you). Any amount of spending not converted into RewardCash in any month will be carried forward to the following month for the purpose of calculating your RewardCash entitlement.
- (s) If you act fraudulently in earning RewardCash or abuse the RewardCash arrangement, we have the right to (i) forfeit any accrued RewardCash and (ii) cancel your Card.
- (t) For clarity, the provisions relating to RewardCash under the RewardCash Programme Terms and Conditions are not applicable.
- Additional terms governing Card benefits
- (u) We may separately issue or vary additional terms and conditions relating to Card benefits from time to time. These may include the following (or any of them):
- (i) Terms and Conditions for the Credit Card Interest-

- (iv) remember to take your Card from the ATM after use;(v) make sure your Card is returned to you promptly after
- (vi) when you receive notice of your assigned PIN or password for activating a digital certificate, memorise it and destroy the notice;
- (vii) make sure the PIN and password for activating a digital certificate are protected from view by any other person when you use them;
- (viii) change the PIN regularly;

a Card Transaction;

- (ix) if the PIN is or may have been seen by any other person, change it promptly;
- (x) DO NOT write down or keep the PIN or password for activating a digital certificate on or close to your Card. You should disguise any record of the PIN or password;
- (xi) <u>DO NOT choose obvious numbers for the PIN</u> (<u>such as HKID card number, date of birth, telephone number or other easily accessible personal information);</u>
- (xii) DO NOT use the same PIN for other services or purposes (such as connecting to the internet or accessing other websites);
- (xiii) always complete the 'total' box on the sales slip and put currency sign before the numerals. DO NOT leave space for other writing;
- (xiv) make sure only one sales slip is imprinted for each Card Transaction; and
- (xv) keep the cardholder copy of each sales slip and check it against your Card statement.
- (d) You should report any loss, theft, disclosure or unauthorised use of your Card or any Confidential Number in accordance with Clause 5.

#### 2. Credit limit assignment and review

- (a) Your Card carries a credit limit for purchases and cash advances. Please refer to your Card statement for the applicable credit limit on that Card. <u>You are required to comply with the credit limit on your Card.</u>
- (b) We set the credit limit and review it from time to time. We may set a different credit limit on your Card at any time as we consider appropriate. We set the credit limit based on periodic assessment of your credit risks associated with your Card Account (including any spending and repayment pattern). If we decide to increase the credit limit, we will give you advance notice. We may reduce the credit limit without giving you advance notice. You may apply to us for review of the credit limit at any time.
- (c) We may reject Card Transactions in excess of the credit limit. However, we also have discretion to allow such Card Transactions without notice to you, unless we have received and processed your request to opt out from our over-the-limit facilities. Even if we accept your opt-out request, certain Card Transactions in excess of
  - free Instalment Plan applicable to Personal Credit Card Cardholders;
  - (ii) ATM Card Terms and Conditions;
- (iii) Terms and Conditions for HSBC Internet Banking; and(iv) Private Label Card Addendum to Credit Card
- Cardholder Agreement.

  (v) The terms and conditions relating to a Card benefit set out the eligibility criteria, conditions, limits, guidelines or
- directions applicable to that Card benefit.

  (w) The terms and conditions relating to Card benefits are available at our website or upon request at any of our branches in Hong Kong. The terms and conditions will also be made available in the welcome pack (for new

cards) or upon your application of the relevant Card

(x) The terms and conditions relating to a Card benefit prevail over the provisions of this Agreement if there is any inconsistency between them concerning that Card benefit.

# 5. Loss, theft or misuse of your Card or any Confidential

Report promptly

- (a) You should promptly report any loss, theft, disclosure or unauthorised use of your Card or any Confidential Number. You should notify our Card Centre by telephoning 2233 3000 or report in person to a branch in Hong Kong. If overseas, you should notify any member of Visa.
- (b) If you report an unauthorised transaction in accordance with this Agreement before its settlement date, you are entitled to withhold payment of the disputed amount. While our investigation is on-going, we will not impose any finance charge or interest on the disputed amount or make an adverse credit report against you. After we have investigated in good faith and if the investigation result shows that your report was unfounded, we have the right to re-impose the finance charge or interest on the disputed amount over the whole period (including the investigation period). The result of our good faith investigation is binding on you.
- Your liability for unauthorised transactions
- (c) You will be liable for all cash advances and all other transactions effected by unauthorised use of your Card or any Confidential Number before we or any member of Visa receive report of loss, theft, disclosure or unauthorised use.
- (d) If you report loss, theft, disclosure or unauthorised use of your Card or any Confidential Number in accordance with this Clause 5, your maximum liability for unauthorised transactions (other than cash advances) is HK\$500. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) in the cases below:

- the credit limit may still be allowed (each an **"Excluded Card Transaction"**). Excluded Card Transactions include any Card Transaction which is not immediately processed by us or does not require our authorisation for effecting payment. Examples of Excluded Card Transactions are:
- (i) Octopus Automatic Add-Value transactions;
- (ii) mobile or contactless payment transactions;
- (iii) transactions approved yet late posted;
- (iv) transactions where the posting amount exceeds the transaction amount, for example due to currency exchange rate fluctuations in respect of foreign currency transactions; and
- (v) transactions approved by Visa to your Card Account which may result in over-the-limit transactions.
- You will be liable for the Card Transactions in excess of the credit limit according to the provisions of this Agreement.
- (d) (i) A virtual card account is linked to your Card ("Virtual Card Account"). In respect of the Virtual Card Account, you will be assigned a separate account number ("Virtual Card Account Number") but no physical card will be issued to you.
  - (ii) You can use the Virtual Card Account only for effecting purchases of goods and services on-line via the internet or any other electronic channels which do not involve the presentation of a physical card. We may also from time to time specify other means for using the Virtual Card Account.
  - (iii) To use the Virtual Card Account:
    - (1) you should quote the Virtual Card Account Number, the related expiry date and card verification code (if required) and such other information we may specify from time to time; and
    - (2) you may be required to apply for a digital certificate for the use of the Virtual Card Account Number and we have the right to charge a fee for that.

### 3. Cash advance and Card Transactions

- (a) (i) If you make a cash advance withdrawal at our counter, the withdrawal limit equals your available credit limit.
- (ii) If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (1) your available credit limit and (2) the daily limit on drawing cash advance at ATM.
- (iii) You cannot make a cash advance withdrawal from your Virtual Card Account.
- (b) We are not responsible for any merchant's refusal to accept your Card or the use of your Virtual Card Account Number. We are also not responsible for any goods or services supplied to you by any merchant. Your obligation to us under this Agreement is not affected and will not be
  - (i) if you have knowingly (whether or not voluntarily) permitted any other person to use your Card or any Confidential Number; or
  - (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your Card or any Confidential Number. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Card or Confidential Numbers may be treated as your gross negligence.
- (e) The limit specified in Clause 5(d) above DOES NOT APPLY to any cash advance.
- Replacement Card or Virtual Card Account Number
- (f) We have no obligation but may issue a replacement Card or Virtual Card Account Number to you. If we issue a replacement Card or Virtual Card Account Number, we will charge a handling fee.

# 6. Card statement

- (a) We will normally provide a Card statement each month with the following and other details relating to your Card:(i) the total amount outstanding on the Card Account
  - ("Statement Balance");
    (ii) the minimum amount of the Statement Balance
  - ii) the minimum amount of the Statement Balance ("Minimum Payment Due") to be paid; and
  - (iii) such part of the Minimum Payment Due that must be paid immediately and the date by which the remaining payment must be paid ("Payment Due Date").
- (b) You should notify promptly our Card Centre of any transaction shown in any Card statement that was not authorised by you. You should notify us within 60 days of the date of the statement and in such manner as we may accept from time to time. If you do not notify us within the specified period, the transactions shown on the statement will be considered as correct, conclusive and binding on you and you will be deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such transactions.

# 7. Payments

- (a) You may pay the Statement Balance by cheque or other means subject to our normal terms and conditions.
- (b) If you will be away from Hong Kong, you should make arrangement as appropriate to settle the Card Account before your departure.
- (c) We will immediately apply funds transferred or credited to your Card Account to reduce the outstanding balance then existing in your Card Account. The reduction will be made in the following order:
- firstly, all fees and charges billed to your Card Account;
- (ii) then, 1% of the Statement Balance (excluding the billed fees and charges) at a time until the Minimum Payment Due is fully settled;

relieved or reduced by any claim made by you against a merchant. You are responsible for resolving any dispute between you and a merchant. In particular, you and the merchant have to agree on the setting up, modification or termination of any autopay or direct debit arrangement to charge payments to your Card Account. We have the right not to act on any request to set up, modify or terminate such arrangement if there is any dispute between you and the merchant.

#### 4. Card benefits

- (a) We may offer different benefits for different types of credit cards issued by us. We may introduce new benefits or vary or withdraw any benefit without prior notice. We have the right to set, exclude or withdraw any account which may be linked or used in connection with any Card benefit.
- (b) Card benefits may include the following (or any of them):(i) rewards and privileges;
  - (ii) interest-free instalment plans for purchasing goods or services from designated merchants;
- (iii) ATM access for cardholders to use their cards to effect banking transactions at designated ATMs or point-of-sale terminals or by other designated
- (iv) internet banking or phone banking service for cardholders to operate their card accounts or use other services which we may offer online or through telephone;
- (v) private label cards issued by us in association with designated merchants or organisations;
- (vi) Drop & Go Counter service for cardholders to submit applicable documents and items at "Drop & Go Counters" for our processing; and
- (vii) any other benefits that we may notify you from time to time.
- (c) You may be required to make separate application to obtain some benefits.

Use of Card at ATMs or for EPS payment

electronic means:

- (d) If you want to operate any of your bank accounts with us with your 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 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):
- (i) the types or number of bank accounts that may be linked to a Card;
- (ii) the currency of any transaction; and
- (iii) limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment through ATM or EPS.
- (e) If you want to use your Card at an ATM outside Hong Kong for cash withdrawals (including cash advance) and transfers, you are required to set your overseas ATM
- (iii) then, any amount in excess of the Minimum Payment Due will be applied 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
- (iv) then, any amount in excess of the Statement Balance will be held to the credit of your Card Account.
- (d) Without affecting or limiting the effect of Clause 7(c) above, we have the right to apply funds transferred or credited to your Card Account in any other order as we consider appropriate without prior notice to you.
- (e) If you effect a Card Transaction in a currency other than Hong Kong dollar, we will debit that Card Transaction to your Card Account after conversion into Hong Kong dollar. The exchange rate will be determined by us by reference to the exchange rate adopted by Visa on the date of conversion. We will also debit to your Card Account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by Visa to us.
- (f) (i) All payments to us under or in connection with this Agreement (including the outstanding balance in your Card Account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with this Agreement. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with this Agreement.
  - (ii) You agree that any termination of your Card is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of your Card, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if your Card is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with this Agreement, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated your Card.
  - (iii) You hereby confirm that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of any amount payable to us under this Agreement whether under applicable laws or regulations of Hong Kong or applicable laws

- 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.
- (f) You cannot access your Virtual Card Account at

Use of phone banking service

- (g) We may specify or vary the scope, features and terms of the phone banking service from time to time without prior notice.
- (h) You authorise us to act on any instructions given by telephone ("Telephone Instructions") using your phone banking PIN. We have no duty to verify the identity of the person using your phone banking PIN to give Telephone Instructions. We are not liable for acting in good faith on a Telephone Instruction given using your phone banking PIN even if that Telephone Instruction was not authorised by you.
- (i) We have no obligation but may act on a Telephone Instruction where there are no sufficient funds or available credit facilities. We are not required to notify you before acting on that Telephone Instruction. You will be liable to repay and indemnify us for the resulting overdraft, advance or credit created by effecting that Telephone Instruction. If we decide not to act on that Telephone Instruction, we are not liable for any consequence of not acting.
- (j) Any exchange rate or interest rate quoted by us in response to a Telephone Instruction is for reference only, unless the rate is confirmed by us for a transaction. A rate confirmed by us and accepted by you for a transaction through the phone banking service will be binding on you, even if we may have quoted a different rate previously by any means.
- (k) You should notify any person with whom you effect a transaction or fund transfer using the phone banking service of the details of that transaction. We are not responsible for giving such notice.
- (I) We may not process Telephone Instructions immediately or on the same day we receive the Telephone Instructions. This may be due to system constraint, equipment malfunction or failure, or other reasons (whether or not beyond our control). We are not liable for any delay or failure in effecting a Telephone Instruction. Our decision on whether or not to effect or the timing of effecting a Telephone Instruction will be final and binding on you.
- Use of Drop & Go Counter service
- (m) We may specify or vary the scope, features and terms of the Drop & Go Counter service from time to time without prior notice.
- (n) You should ensure that all documents and items submitted under the Drop & Go Counter service are complete, accurate and duly signed as applicable. We have the right not to process any document or item if it is not complete, accurate or duly signed.

or regulations of any other country where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made

- against us by any authorities.

  (iv) This Clause 7(f) will continue to be effective after the
- termination of your Card.

  (g) You agree that we may debit your Card Account to make a partial or full refund of your credit balance by any means determined by us, including making a transfer to any of your bank accounts with us or sending a cashier's order to the address last notified by you, at any time without prior notice.

- 8. Fees and charges
  (a) If we receive payment of the Statement Balance in full on or before the Payment Due Date, you do not have to pay any finance charge or late charge on that Statement Balance. Payment of the Statement Balance includes payment of all fees, charges, costs and expenses in
  - connection with Card Transactions.
    (b) You may enjoy an interest-free period of up to 56 days on

purchase transactions charged to your Card (c) Finance charge

- (i) If you do not pay the Statement Balance in full on or before the Payment Due Date, we may charge, without prior notice, a finance charge even if you have paid the Minimum Payment Due in full. The finance charge is imposed on:
  - (1) the unpaid Statement Balance, from the statement date immediately preceding the Payment Due Date until we receive payment in full; and
  - (2) the amount of each new transaction being posted to your Card Account since that statement date, from the transaction date until we receive payment in full.
- (ii) The finance charge will accrue daily and be calculated at the interest rate per month as specified in our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" at the time. We are entitled to set different interest rates for outstanding cash advance and outstanding purchase
- <u>transactions respectively.</u>
  (d) Late charge

If you do not pay the Minimum Payment Due in full on or before the Payment Due Date, we may charge, without prior notice, a late charge in addition to the finance charge. The late charge will be debited to your Card Account on the following statement date.

#### (e) Fees

You are required to pay the following fees as applicable. If you require any additional services, you may have to pay other fees and charges.

- (i) overlimit handling fee: if the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your Card, we will treat this as your informal request for raising your credit limit. We may agree to your request and charge, without prior notice, a handling fee for considering and agreeing to your request. If we have received and processed your request to opt out from our over-the-limit facilities, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions;
- (ii) cash advance handling fee and cash advance fee: we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance;
- (iii) returned cheque or rejected autopay handling fee: if the cheque or autopay is not drawn on an account with us and the cheque or autopay is subsequently returned or rejected, we will treat this as your informal request for special handling services and may charge, without prior notice, a handling fee for such services;
- (iv) card replacement fee: we will charge a handling fee for each Card or Virtual Card Account Number replaced before renewal;
- (v) retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you;
- (vi) annual fee: we may charge or waive an annual fee for your Card; and
- (vii) foreign currency transaction fee: if you effect a Card Transaction with your Card in a currency other than the currency of the Card, we have the right to require you to pay in full or in part the transaction fee charged by Visa to us on the Card Transaction.
- (f) We may vary the fees and charges from time to time. Our Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" has details of various fees and charges including the applicable rates or amounts. That guide is available at our website or upon request at any of our branches in Hong Kong.
- (g) We will debit any fees and charges to your Card Account. <u>Such fees and charges will not be waived or refunded.</u>

#### 9. Termination of Card

- (a) You may terminate your Card at any time. If you wish to terminate your Card, you have to give us written notice AND return to us your Card. Your termination notice will terminate your Card, your Virtual Card Account and all linked private label cards (if any) at the same time.
- (b) You should cut a card in two before returning it to us. Termination by us

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

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

# Sharing

(iii) We may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

# Your obligations

- (iv) You agree to inform us promptly and in any event, within 30 days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.
- (v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 14 and the Notice (as may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in this Agreement. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or

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

Termination of Virtual Card Account only

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

You remain liable for indebtedness even after termination

- (e) Upon the termination of your Card for any reason or upon your bankruptcy or death, the following amounts will become immediately due and payable in full to us:
  - (i) the outstanding balance on your Card Account; and
- (ii) the amount of any Card Transactions effected but not yet charged to your Card Account.
- (f) You or your estate are required to pay all outstanding amounts to us even after the termination of your Card or your bankruptcy or death. Such outstanding amounts include any regular payments under arrangements which are set up or authorised by you before the termination of your Card or your bankruptcy or death (even if payments are debited to your Card Account afterwards). We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.
- (g) You are liable for any Card Transactions effected with your Card and Virtual Card Account until your Card has been returned to us.

#### Autopay or other standing arrangements

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

#### 10. Limitation of our liability

- (a) We are not liable to you or any other person for the following (or any of them):
  - any delay, failure or computer processing error in providing any of our equipment, facilities or services to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control;
  - (ii) any consequential or indirect loss arising from or in connection with our providing equipment, facilities or services, or our failure or delay in providing them.
- (b) Where a person that is not our agent provides any equipment, facilities or services to you, we are not liable for any act or omission of that person as long as we have exercised reasonable care and skill in dealing with
  - you or any Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
  - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

- (A) be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
- (B) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and
- (C) block, transfer, close or terminate your account(s) or Card(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of the Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the

#### appropriate Tax Authority. (c) Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf; (B) investigating the source of or intended recipient of funds; (C) combining Your Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status or that of a Connected Person.
- (ii) We and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any member of the HSBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

#### 11 Indemnity

- (a) Except as set out in Clause 11(b) below, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for the following items which we or they may incur or suffer as a result of or in connection with your use of our or our providing equipment, facilities or services to you under this Agreement:
- all actions, proceedings and claims which may be brought by or against us or them; and (ii) all losses, damages and reasonable amounts of
- costs and expenses. This indemnity shall continue after the termination of

this Agreement.

- (b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 11(a) was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 11(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- (c) If you fail to pay any amount to us when due or if you breach any terms or conditions of this Agreement, we may enforce our rights or pursue remedies to collect or recover any outstanding amount. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in collecting or recovering any outstanding amount. We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.

#### 12. Set-off

In addition to any general right of set-off or other rights in law or under any agreement, we are entitled to combine or consolidate the outstanding balance on your Card Account with the balance on any other account which you maintain with us without prior notice. We are entitled to set off or transfer any money standing to the credit of any other account which you maintain with us in or towards settlement of your liability to us under this Agreement.

### 13. Variation of terms and conditions, charges and fees

We have the right to vary the terms and conditions of this Agreement, interest rates, finance charges or other fees or charges from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your Card is returned to us for termination before the date on which that variation takes effect.

# (d) Tax compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by us or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of a Connected Person's or your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s). Cards and Services provided by us or members of the HSBC Group.

# (e) Miscellaneous

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause 14 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 14 shall prevail.
- (ii) If all or any part of the provisions of this Clause 14 become illegal, invalid or unenforceable in any respect under the law of any jurisdictive that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 14 in that jurisdiction.

# (f) Survival upon termination

This Clause 14 shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, the closure of any of your accounts, or the termination of any of your Cards.

# 15. General matters

- (a) Your Card remains our property. You should return it to us upon our request.
- (b) You should notify our Card Centre promptly if you change your employment or contact details (including address, telephone number, email address and fax number). Such notice should be given in such manner as we may accept from time to time.
- (c) In the course of providing our services, we may record verbal instructions received from you and any other verbal communication between us.
- (d) We have the right to destroy any documents relating to your Card Account after microfilming or scanning them.

#### 14. Collection and disclosure of your information

Terms used in this Clause 14 shall have the meanings

Authorities includes any local or foreign judicial administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body. self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

Compliance Obligations means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

**Connected Person** means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

controlling persons means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions or any acts or attempts to circumvent or violate any Laws relating to these matters.

Financial Crime Risk Management Activity means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that we or members of the HSBC Group may take.

HSBC Group means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and member of the HSBC Group has the same meaning.

Laws include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC

(e) Unless we specify otherwise, you will be regarded as

(i) at the time of personal delivery or leaving it at the

(ii) 48 hours after posting it to the above address if

(iii) immediately after emailing it to the email address

(iv) immediately after sending it to your mobile phone

(v) immediately after placing it in the Personal Internet

(f) Communications sent by you to us will be considered as

(g) You should not use your Card or Virtual Card Account

having been received by us on the day of actual receipt.

Number for payment of any gambling or other

transaction which is illegal under any applicable laws. I

we suspect, believe or know that any Card Transaction

is or relates to a gambling or other transaction which

is illegal, we have the right to (i) decline processing or

paying that Card Transaction or (ii) reverse, cancel or

illegal, invalid or unenforceable under any law of any

jurisdiction, such illegality, invalidity or unenforceability

does not affect any other provision which remains in full

under the Contracts (Rights of Third Parties) Ordinance

to enforce or enjoy the benefit of any of the provisions

(i) No person other than you and us will have any right

(j) This Agreement is governed by and will be construed

(k) You submit to the non-exclusive jurisdiction of the Hong

(I) The English version of this Agreement prevails to the

extent of any inconsistency between the English and

the Chinese versions. Any Chinese version of this

last notified by you (if sent by email);

address last notified by you (if delivered personally);

that address is in Hong Kong or seven days after

posting if that address is outside Hong Kong (if

number last notified by you (if sent by mobile

having received any notice given by us:

Notices to and from you

sent by post);

message); or

available there)

Gambling or other illegal transactions

chargeback that Card Transaction.

force, validity and effect.

Governing law, jurisdiction and version

according to Hong Kong laws.

Agreement is for reference only.

of this Agreement.

Kong courts.

Partial invalidity

Third party rights

Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

Personal Data means any information relating to an individual from which such individual can be identified.

Services includes (a) the opening, maintaining, closing and terminating of your accounts or Cards, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

substantial owners means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

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

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

Your Information means all or any of the following items relating to you or that of a Connected Person. where applicable: (i) Personal Data, (ii) information about you your accounts Cards transactions use of our products and services and your relationship with the HSBC Group and (iii) Tax Information.

Reference to the singular includes the plural (and

(b) Collection, use and sharing of Your Information

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

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

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure; the disclosure is made with the data subject's
- consent; it is disclosed as set out in this Clause 14 or the Notice.

Collection

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

# **Definitions**

Agreement means this iCAN card Cardholder Agreement, as may be amended from time to time.

ATM means an automated teller machine.

Card means the iCAN card issued by us.

Card Account means the account (including Virtual Card Account) established in respect of a Card for recording Card Transactions and other items.

Card Transaction means each transaction (including a cash advance) effected by using your Card, Virtual Card Account Number or PIN.

cash advance means each cash withdrawal from your Card Account including withdrawal of any funds standing in the credit of your Card Account

Banking profile maintained by you with us (if made EPS means Easy Pay System.

**Excluded Card Transaction** is defined in Clause 2(c)

Confidential Number is defined in Clause 1(b).

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

Minimum Payment Due is defined in Clause 6(a) Payment Due Date is defined in Clause 6(a).

PIN means personal identification number or any code or number that is used by us to identify you when you access

information, give instructions or make a transaction using a Card, internet banking, phone banking or any other service Statement Balance is defined in Clause 6(a). **Telephone Instructions** is defined in Clause 4(h).

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

Virtual Card Account is defined in Clause 2(d). Virtual Card Account Number is defined in Clause 2(d).

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

Effective from 1 May 2017

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



# iCAN 卡持卡人合約

由本行發出的iCAN卡受本合約規管。指明適用於由本行發出的其他信用卡的信用卡持卡人合約<u>不適用</u>於iCAN卡。

重要提示!閣下在使用iCAN卡前,請細閱本合約。閣下使用(包括啟動)信用卡,即被視為已接受本合約所載的條款及細則並受其約束。

在本合約中使用的詞語的定義載於本合約的末端。

#### 1. 閣下的責任

- (a) 閣下須為信用卡戶口及所有信用卡交易(包括所有相關費用及收費)負責。縱使在下列情況,閣下仍須負責:
  - (i) 閣下沒有簽署簽賬單(包括如信用卡交易可以 電話、郵遞、電子形式或直接付款安排進行而 無需簽賬單或無需閣下簽署)或簽賬單上的簽 署與閣下的信用卡上的簽署不同;或
  - (ii) 信用卡交易不是在閣下自願的情況下進行。
  - 即使閣下的信用卡或虛擬卡戶口或本合約已被終止,閣下仍須為此負責。
- (b) 閣下不應轉讓閣下的信用卡或虛擬卡戶口號碼, 與閣下的虛擬卡戶口號碼相關的電子證書啟動密 碼或私人密碼(各稱**「機密號碼」**)。閣下不應 容許任何其他人士使用閣下的信用卡或任何機密 號碼。
- (c) 閣下應採取包括下列的適當安全防範措施:
  - (i) 收到閣下的信用卡後立刻在卡上簽署;
  - (ii) 小心保管閣下的信用卡及虛擬卡戶口號碼,閣 下應像對現金一樣謹慎處理閣下的信用卡及虛 擬卡戶口號碼:
- (iii) <u>記下閣下的信用卡號碼及虛擬卡戶口號碼,並</u> 與信用卡分開安全存放;
- (iv) <u>使用自動櫃員機後,切記取回閣下的信用卡;</u>
- (ii) 在下列情況下,本行只會把本行認為符合本行要求所收取、點算及核實的紙幣、硬幣及支票入賬到閣下的信用卡戶口或其他戶口,而本行的決定為最終決定並對閣下具有約束力:
  - (1) 如存款單上列明的詳情與連同存款單由本 行實際收取、點算及核實的紙幣、硬幣及 支票有任何差歧;或
  - (2) 如本行因任何原因不接納存入的任何紙 幣、硬幣及支票。

# 「獎賞錢」

- (p) 閣下可賺取
  - (i) 使用虛擬卡戶口號碼進行信用卡交易,每消費 港幣125元可賺取\$1「獎賞錢」;及
  - (ii) 就任何其他信用卡交易,每消費港幣250元可 賺取\$1「獎賞錢」。
  - 本行亦可不時指定「獎賞錢」的其他金額或計算方法。
- (q) 閣下有權以\$1「獎賞錢」獲得港幣1元的現金回贈。本行亦可不時指定現金回贈的其他金額或計算方法。閣下每個月的信用卡結單會展示閣下賺取的現金回贈總額,並會用於抵銷該結單展示的結單結欠。
- (r) 現金回贈是(i)不可轉讓、(ii)不可用於抵銷另一信用 卡結單展示的結單結欠,及(iii)不可被兑換成現金 或以現金提取。如本行對閣下的信用卡戶口作入賬 調整(閣下清還結欠的調整除外),本行有權從閣 下的信用卡戶口支取先前給予閣下的任何現金回贈 金額。就計算閣下可享有的「獎賞錢」而言,在任 何月份內未被轉換成「獎賞錢」的任何消費金額將 被帶往下一個月份。
- (s) 若閣下就賺取「獎賞錢」有欺詐行為或濫用「獎 賞錢」安排,本行有權(i)沒收任何已累算的「獎賞 錢」及(ii)取消閣下的信用卡。
- (t) 為求清晰,「獎賞錢」計劃條款及細則中有關「獎 賞錢」的條文不適用。
- 規管信用卡優惠的附加條款
- (u) 本行可不時另外發出或更改有關信用卡優惠的附加條款及細則。該等附加條款及細則可能包括下列條款及細則(或任何一項):
  - (i) 信用卡免息分期付款計劃條款及細則(適用於個人信用卡持卡人);

- (v) 確保商戶於信用卡交易完畢後從速將信用卡交 還給閣下;
- (vi) <u>在收到閣下私人密碼或電子證書啟動密碼的通知時,緊記密碼並將通知銷毀;</u>
- (vii) <u>當閣下使用私人密碼或電子證書啟動密碼時,</u> 請確保密碼沒有被別人察看:
- (viii) 定期更改私人密碼;
- (ix) <u>如私人密碼被或可能被別人察看,應從速</u> 更改;
- (x) 切勿寫下私人密碼或電子證書啟動密碼或把它 記在閣下的信用卡上或與閣下的信用卡一同存 放。閣下應將密碼的記錄加以掩飾:
- (xi) 切勿選用易於猜測的數字作為私人密碼(例如 香港身分證號碼、出生日期、電話號碼或其他 容易獲取的個人資料):
- (xii) 切勿就其他服務或用途(例如連接互聯網或登 入其他網站)使用相同的私人密碼;
- (xiii) 每次簽賬時,切記在簽賬單上填上總金額及 在銀碼前加上貨幣代號,切勿留有空位讓別 人填寫;
- (xiv) 確保就每項信用卡交易只列印一張簽賬單;及 (xv) 保留每張簽賬單的持卡人存根,並跟信用卡結
- (d) 如閣下的信用卡或任何機密號碼遺失、被竊、外洩 或遭未經授權使用,閣下應按第5條報告。

# 2. 信用限額設定及檢討

- (a) 閣下的信用卡設有一信用限額,以作購物及提取現金貸款之用。就適用於該信用卡的信用限額,請參閱信用卡結單。閣下須遵守信用卡的信用限額。
- (b) 本行設定並不時檢討信用限額。本行在認為適當時可為閣下的信用卡設定不同的信用限額。本行是根據閣下信用卡戶口信貸風險的定期評估(包括任何簽賬及還款模式)設定信用限額。如本行決定加大信用限額,本行會事先通知閣下。本行可無需事先通知閣下而減少信用限額。閣下可隨時向本行申請檢討信用限額。
- (c) 本行可拒絕超出信用限額的信用卡交易。然而,本 行亦可無需通知閣下而酌情決定接受該等信用卡交 易(除非本行已收到並處理閣下拒絕超出信用限 額信貸安排的要求)。即使本行接納閣下拒絕超出 信用限額信貸安排的要求,某些超出信用限額的
- (ii) 自動櫃員機卡條款及細則;
- (iii) 滙豐網上理財條款及細則;及
- (iv) 優惠卡持卡人合約附錄。
- (v) 有關信用卡優惠的條款及細則中列出有關優惠的適用資格準則、細則、限制、指引或指示。
- (w) 有關信用卡優惠的條款及細則可於本行網站瀏覽或 向本行在香港的任何分行索取。條款及細則亦會隨 迎新小冊子(如屬新卡)提供或於閣下申請有關信 用卡優惠時提供。
- (x) 如有關信用卡優惠的條款及細則與本合約的條文就 信用卡優惠有任何不一致,概以信用卡優惠條款及 細則為準。

### 5. 閣下的信用卡或任何機密號碼遺失、被竊或不當使用 從速報告

- (a) 如閣下的信用卡或任何機密號碼遺失、被竊、外洩 或遭未經授權使用,閣下應從速報告。閣下應致電 2233 3000通知本行的信用卡中心,或親身到香港 的分行報告。如身處海外,閣下應通知Visa的任何 成員。
- (b) 如閣下按本合約於未經授權交易的結算日前報告,閣下有權暫不繳付受爭議的金額。在本行進行調查期間,本行不會就受爭議的金額徵收任何財務費用或利息或對閣下作出不良信貸報告。在本行真誠地調查後而調查結果顯示閣下就未經授權交易的報告並無根據,本行有權就該受爭議的金額重新徵收整段期間(包括調查期間)的財務費用或利息。本行真誠地調查的結果對閣下具有約束力。
- 閣下就未經授權交易的責任
- (c) 就在本行或Visa的任何成員收到遺失、被竊、外洩或未經授權使用的報告前未經授權使用閣下的信用 卡或任何機密號碼進行的所有現金貸款及其他交易,閣下均須負責。
- (d) 如閣下按本第5條報告信用卡或任何機密號碼遺失、被竊、外洩或遭未經授權 使用,則閣下就未經授權的交易(但不包括現金貸款)須承擔的責任最高為港幣500元。但請注意,該限額在下列情況下並不適用(即閣下須負責全數金額):
  - (i) 如閣下在知情的情況下(不論是否自願)容許 任何其他人士使用閣下的信用卡或任何機密號 確: 武

信用卡交易仍可能被容許(各稱「**例外信用卡交易**」)。例外信用卡交易包括並非被本行即時處理或無需本行授權而可進行的任何信用卡交易。例外信用卡交易的例子有:

- (i) 八達通自動增值交易;
- (ii) 流動或非接觸式付款交易;
- (iii) 獲批核但延遲誌賬的交易;
- (iv) 誌賬金額超出交易金額的交易,例如就外幣交易而言,因兑換匯率波動而引致;及
- (v) 獲Visa批核誌入閣下信用卡戶口而可能引致超額的交易。
- 閣下須按本合約的條文為超出信用限額的信用卡交 易自責。
- (d) (i) 閣下的信用卡會連結一個虛擬卡戶口(簡稱「虛擬卡戶口」)。就虛擬卡戶口,閣下會另獲編配一個戶口號碼(簡稱「虛擬卡戶口號碼」) 但不會獲發實體卡。
- (ii) 虛擬卡戶口僅供閣下用作透過互聯網或其他不 涉及呈交實體卡的電子渠道在網上購買商品及 服務。本行亦可不時指定使用虛擬卡戶口的其 他途徑。
- (iii) 如要使用虛擬卡戶口:
  - (1) 閣下須引用虛擬卡戶口號碼、相關到期 日及核證密碼(如有此要求)及本行可 不時指定的其他資料:及
  - (2) 就使用虛擬卡戶口號碼,閣下可能需要 申請一張電子證書,而本行有權為此徵 此費用。

### 3. 現金貸款及信用卡交易

- (a) (i) 如閣下於本行櫃檯提取現金貸款,提取限額相 等於閣下的可用信用限額。
- (ii) 如閣下於自動櫃員機提取現金貸款,提取限額 相等於下列兩者較低者: (1)閣下的可用信用 限額:及(2)於自動櫃員機提取現金貸款的每 日限額。
- (iii) 閣下不可從虛擬卡戶口提取現金貸款。
- (b) 本行無需就任何商戶拒絕接納閣下的信用卡或拒絕接納使用閣下的虛擬卡戶口號碼而負責。本行亦無需就任何商戶向閣下提供的任何商品或服務負責。 閣下根據本合約對本行的責任不會因閣下對商戶作出的任何申索而受到影響或被免除或減少。閣下須
  - (ii) 如閣下就使用或保管信用卡或任何機密號碼有 欺詐行為或嚴重疏忽。如閣下未有採取本行就 使用或保管信用卡或機密號碼不時建議的任何 安全防範措施,可能被視為閣下的嚴重疏忽。
- (e) 上列第5(d)條指定的限額不適用於任何現金貸款。 補發新卡或虛擬卡戶口號碼
- (f) 本行無責任但可向閣下補發新卡或虛擬卡戶口號碼。如本行補發新卡或虛擬卡戶口號碼,本行會徵收手續費。

# 6. 信用卡結單

- (a) 本行一般會每月提供載有下列及其他有關閣下信用 卡詳情的信用卡結單:
  - (i) 信用卡戶口未清還款項的總額(簡稱**「結單結 欠」**):
  - (ii) 應繳付的結單結欠的最低付款額(簡稱**「最低 付款額」**):及
  - (iii) 最低付款額須即時繳付的部份及須繳付餘額的 日期(簡稱**「到期日」**)。
- (b) 如信用卡結單顯示任何未經閣下授權的交易,閣下應從速通知本行的信用卡中心。閣下應於結單日期60天內及以本行不時接納的方式通知本行。如閣下未有於指定的期限內通知本行,結單所顯示的交易即被視為正確、最終並對閣下具有約束力,而閣下會被視為已經放棄任何就該等交易對本行提出反對或採取補救方法的權利。

# 7. 還款

- (a) 閣下可根據本行的正常條款及細則以支票或其他方式繳付結單結欠。
- (b) 如閣下將身處香港境外,應在離港前為繳付信用卡 戶口結欠作出適當的安排。
- (c) 就轉入或進賬至閣下信用卡戶口的款項,本行會立即按下列次序用作減少信用卡戶口當時尚未清還的結欠:
- (i) 首先,清還誌入信用卡戶口的所有費用及 收費;
- (ii) 然後,每次減少結單結欠(扣除誌入的費用及收費)的1%直至最低付款額全數清還為止;
- (iii) 然後,超出最低付款額的任何款項按適用月息 由高至低清還尚餘的結單結欠(即先清還結單

自行負責解決與商戶的任何爭議。特別是,閣下與商戶須同意設立、更改或終止將各項繳費誌入閣下信用卡戶口的任何自動轉賬或直接付款安排。如閣下與商戶之間有任何爭議,本行有權不執行任何關於設立、更改或終止有關安排的要求。

### 4. 信用卡優惠

- (a) 本行可就本行發出的不同種類的信用卡提供不同優惠。本行可推出新優惠或更改或撤回任何優惠,而無需事先通知。本行有權設定、排除或撤回可享用或使用任何信用卡優惠的任何戶口。
- (b) 信用卡優惠可包括下列項目(或任何一項):
- (i) 獎賞及優惠;
- (ii) 於指定商戶購買商品或服務的免息分期計劃
- (iii) 使用自動櫃員機,讓持卡人於指定自動櫃員機 或銷售點終端機或以其他指定電子方式使用信 用卡進行銀行業務交易;
- (iv) 網上理財服務或電話理財服務,讓持卡人透過 網上連線或電話來操作信用卡戶口或使用本行 提供的其他服務;
- (v) 本行聯同指定商戶或機構發出的優惠卡;
- (vi) 特快專櫃服務,讓持卡人於「特快專櫃」遞交 供本行處理的適用文件及項目;及
- (vii) 本行可不時通知閣下的任何其他優惠。
- (c) 閣下可能需要另行作出申請以獲得某些優惠。
- 於自動櫃員機使用信用卡或使用信用卡作易辦事繳費 (d) 如閣下欲於自動櫃員機使用閣下的信用卡操作閣下 於本行的任何銀行戶口,或如閣下欲使用易辦事從 該銀行戶口繳費,閣下須連結該銀行戶口至此信用
- 該銀行戶口繳費,閣下須連結該銀行戶口至此信用 卡。本行可指定使用自動櫃員機或易辦事繳費的任 何條件或限制。該等條件或限制可能包括下列項目 (或任何一項):
  - (i) 可連結至信用卡的銀行戶口種類或數目:
  - (ii) 任何交易的貨幣;及
  - (iii) 現金提款、轉賬或透過自動櫃員機或易辦事繳 費的限制(包括按日或按交易或其他限制)。
- (e) 如閣下欲於香港境外的自動櫃員機使用信用卡提取 現金(包括現金貸款)及進行轉賬,閣下須預先設 定閣下在海外自動櫃員機的每日提款及轉賬限額及 相應生效期限。閣下須透過本行不時指定的渠道設 定該等限額及期限。
  - 結欠中須還最高息的尚餘部份,如此類推);
- (iv) 然後,超出結單結欠的任何款項會進賬為信用 卡戶口的結存。
- (d) 本行有權無需事先通知閣下按本行認為適當的 任何其他次序應用轉入或進賬至閣下信用卡戶 口的款項。本條款不會影響或限制上列第7(c)
- (e) 如閣下以非港幣進行信用卡交易,本行會把該信用 卡交易轉換成港幣後記入閣下的信用卡戶口。轉換 匯率會由本行參考Visa在轉換當日採用的匯率後決 定。<u>本行亦會把本行的費用(相等於該信用卡交易</u> <u>的一個百分率)及Visa向本行徵收的任何交易費用</u> (全數或部分)記入閣下的信用卡戶口。
- (f) (i) 所有按或有關本合約作出的付款(包括閣下信用卡戶口未清還的結欠、利息、費用及收費)必須全數向本行支付。閣下不得從閣下按或有關本合約作出的任何付款中扣除本行欠下閣下的任何款項。如根據適用法律或法規須扣除税款或類似的收費,或因任何其他原因須作出扣除,或本行之後須根據適用法律或法規退還任何所收到的支付欠款的款項,閣下必須補足差額,以確保本行全數收到按或有關本合約應付的款項。
- (ii) 閣下同意,作為終止閣下的信用卡的先決條件,本行所收到的還款不會於其後須根據任何適用法律或法規被退還或扣減。當終止閣下的信用卡後,若本行之後須根據適用法律或法規退還任何所收到的還款,或當終止閣下的信用卡時,若本行並未全數收到償還欠款的款項,則閣下仍然有責任支付差額或任何餘款,以確保本行能全數收到按或有關本合約應付的款項,而本行有權向閣下追討該差額或任何餘款,猶如本行從未終止閣下的信用卡。
- (iii) 閣下確認,根據香港的適用法律或法規,或任何其他閣下可能居住的國家的適用法律或法規項下有關閣下按本合約應向本行繳付的任何款項的任何預扣税義務或其他扣減或預扣義務(無論是税務或任何其他原因的扣減或預扣)均為閣下的責任。閣下將應本行的要求從速向本行提供本行認為滿意的證據,以證明閣下已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果,包括任何機構可能就此向

- (f) 閣下不可於自動櫃員機操作虛擬卡戶口。
- 使用電話理財服務
- (g) 本行可不時指定或更改電話理財服務的範圍、特點及條款,而無需事先通知。
- (h) 閣下授權本行執行使用閣下電話理財私人密碼而以電話發出的任何指示(簡稱「電話指示」)。對於使用閣下電話理財私人密碼而發出電話指示的人士的身分,本行無責任進行核實。即使該電話指示表獲閣下授權,本行無需就真誠地執行該電話指示而負責。
- (i) 如閣下無足夠資金或可用信貸,本行並無責任執行 電話指示,但亦可執行該電話指示。本行無需在執 行該電話指示之前通知閣下。就執行該電話指示而 產生的透支、墊支或信貸,閣下須負責向本行清還 及作出彌償。如本行決定不執行該電話指示,本行 無需就因此而產生的任何後果負責。
- (j) 本行回應電話指示而提供的任何匯率或利率報價僅 供參考,除非該匯率或利率是本行就一項交易而確 認。本行為一項透過電話理財服務的交易確認並被 閣下接納的匯率或利率即對閣下具有約束力,即使 本行可能之前透過任何方式作出不同報價。
- (k) 當閣下使用電話理財服務與任何人士進行交易或轉 賬,閣下應向該人士知會該交易的詳情。本行不負 責通知。
- (I) 本行未必即時或於本行收到電話指示當日處理電話指示。這可能是由於系統限制、設備功能失常或故障,或其他原因(不論是否本行控制之外)。本行無需就任何延遲或未能處理電話指示負責。就是否執行電話指示或何時執行電話指示,本行的決定為最終決定並對閣下具有約束力。

#### 使用特快專櫃服務

- (m)本行可不時指定或更改特快專櫃服務的範圍、特點 及條款,而無需事先通知。
- (n) 閣下應確保透過特快專櫃服務遞交的所有文件及項目均為完整、準確及簽妥(按情況適用)。本行有權不處理任何不完整、不準確或未簽妥的文
- (o) 如本行接受透過特快專櫃服務存入紙幣、硬幣及支票,下列條文則適用:
  - (i) 本行只為本行按照慣例及符合本行要求所收取、點算及核實的紙幣、硬幣及支票負責。
    - 本行作出的任何申索·閣下確保本行不會招 致任何損失,並同意應要求對本行作出全部彌
  - <u>價。</u> (iv)本第7(f)條於終止閣下的信用卡後仍然繼續有
- (g) 閣下同意本行可在任何時候透過本行決定之任何方式支取閣下信用卡戶口以退還該戶口內部分或全部結餘,包括轉賬至閣下於本行持有的任何銀行戶口或郵寄本票至閣下最後通知的地址,而無需事先通

# 8. 費用及收費

- (a) 如本行在到期日或該日前收到結單結欠的全數金額,閣下無需就結單結欠繳付任何財務費用或逾期費用。給單點,以其及其內方
- 費用、收費、成本及開支。 (b) 閣下就誌入閣下的信用卡的購物交易可享有最長達

### 56日的免息期。 (c) 財務費用

- (i) 如閣下在到期日或該日前未有繳付結單結欠的 全數金額,本行可能(在不另行通知的情況 下)徵收財務費用,即使閣下已全數繳付最低 付款額。該財務費用就下列金額徵收:
  - (1) 未清還結單結欠(由緊接到期日前的結單日起至本行收到全數金額為止):及
- (2) 自該結單日起被誌入閣下信用卡戶口的每 項新交易金額(由交易日期起至本行收到 全數金額為止)。
- (ii) 財務費用按日累算並按當時的「滙豐零售銀行 及財富管理客戶銀行服務費用簡介」中列明的 每月利率計算。本行有權就未清還現金貸款及 未清還購物交易設定不同利率。

# (d) 逾期費用

如閣下在到期日或該日前未有全數繳付最低付款額,除財務費用外本行可能(在不另行通知的情況下)徵收逾期費用。逾期費用會在下一個結單日記入閣下的信用卡戶口。

# (e) 費用

閣下須繳付下列費用(按情況適用)。如閣下需 要任何額外服務,閣下可能需要繳付其他費用及 收費。

- (i) 超出信用限額手續費:如結單結欠(扣除當時 誌入閣下信用卡戶口的所有費用及收費)超出 閣下信用卡的信用限額,本行將視之為閣下向 本行臨時要求調高信用限額。本行可能同意批 核閣下的要求及(在不另行通知的情況下)徵 收有關審批該要求的手續費。如本行已收到及 處理閣下拒絕超出信用限額信貸安排的要求, 本行只有權就任何例外信用卡交易徵收超出信
- (ii) 現金貸款手續費及現金貸款費:就每項現金貸 款本行會在現金貸款當日徵收手續費及現金貸
- (iii) <u>退票或自動繳費退回手續費</u>:如支票或自動繳 費並非從在本行開立的戶口支取,而支票或自 動繳費被退回,本行將視之為閣下臨時要求本 行提供的特別服務及可能(在不另行通知的情 況下) 徵收有關的手續費;
- (iv) 補發新卡費:就續卡日前補發信用卡或虛擬卡 戶口號碼本行會每次徵收手續費;
- (v) <u>索取副本費</u>:就閣下索取簽賬單副本本行會徵 收索取副本費;
- (vi) <u>年費</u>:本行可徵收或豁免閣下信用卡的年費;
- (vii) 外幣交易費:如閣下使用閣下的信用卡以非信 用卡貨幣進行信用卡交易,就該等信用卡交易 本行有權要求閣下繳付全數或部分由Visa向本 行徵收的交易費。
- (f) 本行可不時更改各項費用及收費。本行的「滙豐零 售銀行及財富管理客戶銀行服務費用簡介」載有各 項費用及收費的詳情(包括適用利率或金額)。該 簡介可於本行網站瀏覽或向本行在香港的任何分行
- (g) 本行會把任何費用及收費記入閣下的信用卡戶口。 該等費用及收費並不會被豁免或退還。

#### 9. 終止信用卡

由閣下終止

(a) 閣下可隨時終止閣下的信用卡。如閣下欲終止閣下 的信用卡,閣下須給予本行書面通知以及向本行歸 還閣下的信用卡。閣下的終止通知會同時終止閣下 的信用卡、閣下的虛擬卡戶口及所有相連的優惠卡

> 要求提供閣下資料。閣下資料可直接從閣下、 或從代表閣下的人士或其他來源(包括公開資 料)收集,亦可與本行或其他滙豐集團成員可 獲取的其他資料產生或組合。

(ii) 本行及滙豐集團成員可為下列用途使用、轉 移及披露閣下資料:(1)按本第14條所載的用 途,(2)按個人資料通知(適用於個人資料) 所載,及(3)為任何用途(不論是否有意對閣 下採取不利行動)而把閣下資料與本行或滙豐 集團持有的任何資料進行核對((1)至(3)統稱 「用途」)。

(iii) 本行可因應需要及適當用途向個人資料通知 所載的接收者轉移及披露任何閣下資料,而 該等接收者亦可為用途而使用、轉移及披露 該等資料。

- (iv) 不時提供予本行或滙豐集團成員的閣下資料如 有任何變更,閣下同意從速(在任何情況下於 30天內)以書面通知本行。閣下亦同意從速回 覆本行或滙豐集團成員就提供閣下資料的任何
- (v) 閣下確認每名關連人士已獲通知及同意(或在 有關時候會獲通知及同意)其已被或會被提供 予本行或滙豐集團成員的資料(包括閣下資料 或税務資料)按本行不時修改或補充的本第14 條及個人資料通知所載處理、披露及轉移。閣 下須知會該等關連人士他們有權索取及改正其 個人資料。
- (vi) 閣下同意本行按本合約所述使用、儲存、披 露、處理及轉移所有閣下資料,並會作出任 何適用資料保障法律或保密法律不時要求的行 動,以容許本行如上述行事。如閣下未能或未 有在任何方面遵守(v)及(vi)列出的責任,閣下 同意從速以書面通知本行。

# (vii) <u>如:</u>

- 閣下或任何關連人士未有按本行合理的要 求從速提供閣下資料,或
- 閣下或任何關連人士拒絕給予或撤回任何 本行為用途(不包括向閣下促銷或推廣產

- (b) 閣下向本行歸還信用卡前應先將其剪成兩半。
- 由本行終止

(c) 本行可隨時終止或暫停閣下的信用卡而無需給予閣 下事先通知或任何理由。如本行終止或暫停閣下的 信用卡,即自動同時終止或暫停閣下的虛擬卡戶口 及所有相連的優惠卡(如有)(按情況適用)。

#### 只終止虛擬卡戶口

(d) 閣下或本行可隨時以書面通知對方只終止虛擬卡戶 口,而不終止閣下的信用卡。

### 終止後閣下仍須為欠債負責

- (e) 閣下的信用卡如因任何原因被終止或如閣下破產或 逝世,下列金額將立即到期並須向本行全數清還:
- (i) 閣下的信用卡戶口未清還的結欠;及
- (ii) 已進行但未誌入閣下信用卡戶口的任何信用卡 交易金額。
- (f) 即使閣下的信用卡已被終止或閣下已破產或逝世, 閣下或閣下的遺產管理人仍須向本行繳付所有未清 還金額。該等未清還金額包括在信用卡被終止或閣 「破產或逝世前已設立或授權的定期付款安排下的 金額(即使該等繳付金額其後才記入閣下的信用卡 戶口)。本行有權繼續就任何未清還金額(包括本 行招致的任何成本及開支)徵收財務費用,直至本 行收到全數款項為止。
- (g) 閣下須為以閣下的信用卡及虛擬卡戶口進行的任何 信用卡交易負責,直至信用卡已歸還本行為止。

#### 自動付款或其他定期指示安排

(h) 終止閣下的信用卡不會自動取消或轉移閣下在終止 前所設立或授權與信用卡有關的任何安排。該等安 排包括自動付款安排、直接付款安排、定期付款安 排、分期付款計劃或其他定期指示安排。閣下應與 負責商戶或人士取消或修改該等安排。

#### 10. 本行責任的限制

- (a) 就下列情況(或任何一項)本行無需向閣下或任何 其他人士負責:
- (i) <u>本行向閣下提供的設備、設施或服務出現任何</u> 延誤、失誤或電腦處理出錯,如屬於本行合理 控制以外的情况或因此造成;及
- (ii) 因本行提供設備、設施或服務,或因本行未有 或延遲提供設備、設施或服務,而引致或相關 的任何間接或相應而生的損失。

品及服務有關的用途)處理、轉移或披露 閣下資料所需的任何同意,或

• 本行或滙豐集團成員就金融罪行或相關風 險產生懷疑,

# 本行可能:

- (A) 未能向閣下提供新服務或繼續提供全部或 部分服務,並保留終止本行與閣下關係的
- (B) 作出所需行動讓本行或滙豐集團成員符合 合規責任;及
- (C) 若本地法律許可,封鎖、轉移、結束或終 止閣下的戶口或信用卡。

另外,如閣下未有按要求從速提供閣下或關連 人士的税務資料及隨附陳述書、豁免書及同意 書,本行可自行判斷有關閣下或該關連人士的 狀況,包括閣下或關連人士需否向税務機關申 報。本行或其他人士可能被要求扣起任何税務 機關根據法律要求的金額,並支付有關金額予 <u>適當的稅務機關。</u>

# (c) 金融罪行風險管理活動

- (i) 金融罪行風險管理活動包括:(A)審查、攔截及 調查任何指示、通訊、提取要求、服務申請, 或任何閣下或替閣下收取或支付的款項;(B)調 查款項的來源或預定收款人;(C)組合閣下資料 和滙豐集團持有的其他相關資料;及(D)對個人 或單位的狀況作進一步查詢(不論其是否受制 裁制度約束),或確認閣下或關連人士的身分 及狀況。
- (ii) 本行及滙豐集團的金融罪行風險管理活動可導 致延遲、阻截或拒絕支付或清算任何付款、 處理閣下的指示或服務申請,或提供全部或部 分服務。在法律許可的情況下,對閣下或任何 第三方就不論任何方式產生並蒙受或招致(不 論完全或部分跟進行金融罪行風險管理活動相 關)的任何損失,本行及任何滙豐集團成員無 需向閣下或第三方負責。

# (d) 税務合規

閣下承諾自行負責了解及遵守閣下在所有司法管 轄區有關及因開立及使用戶口或由本行或滙豐集 提交報税表或其他有關繳交所有相關稅項的所需文 (b) 如任何並非本行的代理人的人士向閣下提供任何設 備、設施或服務,而本行用合理技術並合理謹慎地 與該人士往來,則本行無需就該人士的任何作為或 遺漏負責。

#### 11. 彌償

- (a) <u>對(i)本行、(ii)</u>本行的代理人及代名人,及(iii)本行 的職員及僱員,以及本行的代理人或代名人的職員 及僱員因閣下根據本合約使用本行的設備、設施或 服務或本行根據本合約向閣下提供設備、設施或服 務或與此相關而可能招致或蒙受下列情況,閣下須 作出彌償及付還(下列第11(b)條所載的除外)
  - (i) 所有法律行動、訴訟及索償(不論由本行或上 列人士或對本行或上列人士提出);及
  - (ii) 所有損失、損害及金額合理的成本及開支。

# 本彌償在本合約終止後將繼續有效。

- (b) 如證實第11(a)條所載的任何法律行動、訴訟、索 償、損失、損害或金額是因(i)本行、(ii)本行的代理 人或代名人,或(iii)本行的職員或僱員或本行的代 理人或代名人的職員或僱員嚴重疏忽或故意失責所 引致,則閣下無需根據第11(a)條負責(但只限於 直接及純因該等嚴重疏忽或故意失責引致的直接及 合理可預見的法律行動、訴訟、索償、損失、損害 或金額)。
- (c) 如閣下未有在到期時繳付任何款項或如閣下違反本 合約的任何條款或細則,本行可強制執行本行的權 利或採取補救方法收回或追討任何欠款。本行有權 為該等目的聘用代理人或服務供應商。就本行為收 回或追討任何欠款而合理地招致並金額合理的所有 成本(包括法律費用)及開支,閣下須對本行作出 彌償及向本行付還。本行有權就任何結欠金額(包 括本行招致的任何成本及開支)繼續徵收財務費 用,直至本行收到全數款項為止。

除法律或任何合約下授予的任何一般抵銷權或其他權 利外,本行亦有權將閣下信用卡戶口的結欠與閣下於 本行維持的任何其他戶口的結欠合併或綜合計算,而 無需事先通知閣下。本行亦有權以閣下於本行維持的 任何其他戶口的結存抵銷或把結存轉賬,用以清還閣 下根據本合約對本行的欠債。

件)。各關連人士亦以其關連人士身分為自身作出 相同承諾。某些國家的税務法例具有跨領域效力, 不論關連人士或閣下的居藉、住處、公民身分或成 立地方。本行及任何滙豐集團成員均不提供税務意 見。本行建議閣下尋求獨立法律及稅務意見。閣下 在任何司法管轄區可能引起的稅務責任,包括任何 特別有關開立及使用戶口、信用卡及本行或滙豐集 團成員提供的服務的稅務責任,本行及任何滙豐集 團成員均無需負責。

- (i) 本第14條的條文與下列各項如有任何衝突或不 一致,概以本第14條為準:
  - (A) 閣下與本行之間的任何其他協議;或
  - (B) 規管任何其他服務、產品、業務關係或戶
- (ii) 本第14條中的全部或任何條文在任何司法管 轄區的法律下在任何方面如變成非法、無效或 不可強制執行,該條文在任何其他司法管轄區 或本第14條的其餘部分在該司法管轄區的合 法性、有效性或可強制執行性均不受影響或損
- (f) 終止後繼續有效

即使閣下、或本行或滙豐集團成員終止對閣下提供 任何服務、閣下的任何戶口結束,或閣下的任何信 用卡被終止,本第14條繼續有效。

- (a) 閣下的信用卡屬本行所有。<u>閣下須按本行要求歸</u> 還。
- (b) 閣下的就業或聯絡資料(包括地址、電話號碼、電 郵地址及傳真號碼)如有所更改,閣下應從速通知 本行信用卡中心。該等通知應以本行可不時接納的
- (c) 在提供本行服務過程中,本行可能記錄從閣下收到 的口頭指示及本行與閣下之間的任何其他口頭通
- (d) 本行有權縮影或掃描與閣下信用卡戶口相關的任何 文件後銷毀該文件。
- 向閣下及由閣下發送的通知
- (e) 除非本行另有指定,在下列情況閣下即被視為已收 到由本行發出的任何通知:

### 13. 更改條款及細則、費用及收費

本行有權不時更改本合約的條款及細則、利率、財 務費用或其他費用或收費。本行會以本行認為適當 的方式給予閣下事先通知。除非閣下於更改生效日 期前將閣下的信用卡歸還本行取消,閣下將受有關 更改約束。

### 14.收集及披露閣下的資料

(a) 定義

本第14條中使用的詞語有下列涵義。

權力機關包括對滙豐集團任何部分具有司法權限的 任何本地或外地司法、行政、公營或監管機構、任 何政府、任何税務機關、證券或期貨交易所、法 院、中央銀行或執法機關,或金融服務供應商的自 律監管或行業組織或協會,或彼等的任何代理。

**合規責任**指滙豐集團要遵守下列各項的責任:(a) 任何法律或國際指引及內部政策或程序,(b)權力 機關的任何要求或法律下申報、披露或其他責任, 及(c)要求滙豐集團核實其客戶身分的法律。

**關連人士**指閣下以外的人士或單位,而其資料(包 括個人資料或稅務資料)由閣下(或閣下代表)向 任何滙豐集團成員提供或任何滙豐集團成員因其 他與提供服務有關的原因獲得。**關連人士**可包括任 何保證人、公司董事或職員、合夥商的合夥人或合 夥成員,任何「主要擁有人」、「控制人」、信託 的實益擁有人、受託人、財產授予人或保障人、指 定戶口持有人、指定收款人、閣下的代表、代理或 代名人,或與閣下建立了關係的任何其他人士或單 位,而該關係關乎閣下及滙豐集團的關係。

控制人指控制單位的個人。就信託而言,指財產 授予人、受託人、保障人、受益人或各類受益 人,及就信託行使最終實際控制權的任何其他人 士。就非信託單位而言,指處於相等或類似控制

金融罪行指清洗黑錢、恐怖分子融資、賄賂、貪 污、逃税、欺詐、逃避經濟或貿易制裁,或規避或 違反有關此等事宜的任何法律的任何行為或意圖。

金融罪行風險管理活動指本行或滙豐集團成員為符 合就或有關偵測、調查及防止金融罪行的合規責任 而可能作出的任何行動。

**滙豐集團**一併及分別地指滙豐控股有限公司、其附

屬公司、子公司、聯營單位及彼等的任何分行及辦

- (i) (如以專人派遞)在專人派遞或置放該通知於 閣下最後通知的地址之時;
- (ii) (如以郵寄方式送出) 在本行向上述地址郵寄 該通知後48小時(如屬香港地址)或七日(如 屬香港境外地址);
- (iii) (如以電郵方式發出) 緊隨本行向閣下最後通 知的電郵地址電郵該通知後;
- (iv) (如以流動電話訊息方式發出) 緊隨本行向閣 下最後通知的流動電話號碼發出該通知後;或
- (v) (如在閣下於本行的個人網上理財賬戶提供) 緊隨本行把該通知提供至該處後。
- (f) 閣下向本行發送的通訊將被視為於本行實際收到通 訊當日收到。

# 賭博或其他非法交易

(g) 閣下不應使用閣下的信用卡或虛擬卡戶口號碼作任 何賭博或根據任何適用法律為非法的其他交易。如 本行懷疑、相信或得知任何信用卡交易乃賭博或其 他非法交易或與其有關,本行有權(i)拒絕處理或繳 付該信用卡交易或(ii)推翻或取消該信用卡交易或 作退單。

# 部分無效

(h) 如在任何司法管轄區的任何法律下本合約中任何條 文屬於或變成非法、無效或个可強制執行,其他條 文保持全面有效,不受該等非法、無效或不可強制 執行的情況影響。

# 第三者權利

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

# 管轄法律、管轄權及版本

- (j) 本合約受香港法律管轄並按其詮釋。
- (k) 閣下服從香港法院的非專有管轄權。
- (I) 本合約的英文及中文版本如有任何不一致,概以英 文版本為準。本合約的任何中文版本僅供參考。

事處。而**滙豐集團成員**具有相同涵義。

**法律**包括任何本地或外地法律、法規、判決或法院 命令、自願守則、制裁制度、任何滙豐集團成員與 權力機關的協議,或權力機關之間適用於本行或滙 豐集團成員的協議或條約。

個人資料指任何與一名個人有關的資料而從該等資 料可確定該名個人的身分。

**服務**包括(a)開立、維持、結束及終止閣下的戶口 或信用卡,(b)提供信貸融資及其他銀行產品及服 務、處理申請、信貸及資格評估,及(c)維持本行 與閣下的整體關係,包括向閣下促銷服務或產品、 市場調查、保險、審計及行政用途。

主要擁有人指直接或間接地享有一個單位多於10% 的利潤或權益的任何個人。

**稅務機關**指香港或外地稅務、納稅或金融機關。

稅務資料指關於閣下稅務狀況或關連人士稅務狀況 的文件或資料。

閣下資料指所有或任何有關閣下或關連人士的下列 各項(如適用):(i)個人資料,(ii)關於閣下、閣下 的戶口、信用卡、交易、使用本行產品及服務,及 閣下與滙豐集團關係的資料,及 (iii)稅務資料。

凡提及單數則包括複數,反之亦然。

(b) 收集、使用及分享閣下資料

本第14(b)條解釋本行如何使用關於閣下及關連人 士的資料。適用於閣下及其他個人的關於個人資料 (私隱)條例的通知(前稱關於個人資料(私隱) 條例的客戶通知)(簡稱**「個人資料通知」**)亦包 含有關本行及滙豐集團如何使用該等資料的重要信 息。閣下應一併閱讀本條款及個人資料通知。本行 及滙豐集團成員可按本第14條及個人資料通知使 用閣下資料。

閣下資料不會披露予任何人士(包括其他滙豐集團 成員),除非:

- 本行因應法律要求作出披露;
- 本行有公眾責任作出披露
- 本行因正當的商業用途需要披露;
- 獲資料當事人同意作出披露。
- 按本第14條或個人資料通知所載作出披露。
- (i) 本行及其他滙豐集團成員可收集、使用及分享

閣下資料。本行或本行代表或滙豐集團代表可

**本合約**指可不時被修改的本iCAN卡持卡人合約。 信用卡指由本行發出的iCAN卡。

信用卡戶口指就信用卡所開立的戶口(包括虛擬卡戶 口),以供記錄信用卡交易及其他項目。

信用卡交易指使用閣下的信用卡、虛擬卡戶口號碼或私人 密碼進行的每項交易(包括現金貸款)。

**現金貸款**指從閣下信用卡戶口的每項現金提取,包括提取 進賬至閣下信用卡戶口的任何款項。

機密號碼的定義見第1(b)條。

**易辦事**指易辦事系統。

**例外信用卡交易**的定義見第2(c)條。

**香港**指中華人民共和國香港特別行政區。

最低付款額的定義見第6(a)條。 **到期日**的定義見第6(a)條。

**私人密碼**指當閣下使用信用卡、網上理財服務、電話理財 服務或任何其他服務存取資料、發出指示或進行交易時, 本行用以識別閣下的個人識別號碼或任何密碼或號碼。

結單結欠的定義見第6(a)條。

電話指示的定義見第4(h)條。

**本行、本行的**指香港上海滙豐銀行有限公司及其繼承人及

**虛擬卡戶口**的定義見第2(d)條。

由2017年5月1日起生效

英文本為準。)

**虛擬卡戶口號碼**的定義見第2(d)條。

**閣下**或**閣下**的指獲本行發出信用卡的人士。

(注意:如中文譯本與英文本在文義上出現分歧,概以

由香港上海滙豐銀行有限公司刊發