

## Credit Card Cardholder Agreement

This Agreement applies to HSBC Macau Patacas/Hong Kong Dollars Visa Gold, Gold MasterCard, Visa Classic, Standard MasterCard, HSBC Pulse UnionPay Dual Currency Diamond Credit Cards issued by us.

**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 applicable to your Card as 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 as referred in caveat f) of article 8 below). 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 your Card; or
  - (ii) the Card Transaction is effected involuntarily.
- You remain liable even after the termination of your Card or this Agreement.
- (b) You should not transfer your Card or PIN or allow any other person to use your Card or PIN.
- (c) You should take appropriate security measures including the following:
- (i) sign your Card as soon as you receive it;
  - (ii) keep your Card in a secure place and under your personal control. You should treat your Card as if it were a cash;
  - (iii) keep a note of your Card number in a safe place, separate from your Card;
  - (iv) remember to take your Card from the ATM after use;
  - (v) make sure your Card is returned to you promptly after a Card Transaction;
  - (vi) when you receive notice of your assigned PIN, memorise the PIN and destroy the notice;
  - (vii) make sure the PIN is protected from view by any other person when you use it;
  - (viii) change the PIN regularly;
  - (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 on or close to your Card. You should disguise any record of the PIN.
  - (xi) DO NOT choose obvious number for the PIN (such as ID card number, date of birth, telephone number or other easily accessible personal information);
  - (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 PIN in accordance with Clause 5.
- (e) If you are a primary cardholder, you should ensure that each Additional Cardholder uses and handles his/her Card and related matters in accordance with this Agreement. In particular, you should note that an Additional Cardholder may use or enjoy certain services and Card benefits relating to the additional Card even if you do not use or enjoy such services and Card benefits relating to your primary Card. In these cases, you should ensure that the Additional Cardholder uses or enjoys such services and Card benefits in accordance with this Agreement and other terms and conditions governing such services and Card benefits.

### 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. You are required to comply with the credit limit on your Card.
- (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) **(Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** Your Card Account consists of a Macau Patacas sub-account and a Renminbi sub-account. We set the credit limit on your Card in Macau Patacas. That credit limit is allocated between the two sub-accounts based on your allocation request in your Card application. The credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your Card application. You may also instruct us to change the credit limit allocated to a sub-account. A new credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your instruction. The Macau Patacas sub-account and Renminbi sub-account are linked to each other and blocking,

suspending or terminating one of the sub-accounts for any reason may cause the blocking, suspension or termination of the other.

- (d) 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 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 may include, without limitation, the following (or any of them) depending on the type of your Card:
- (i) transaction approved yet late posted;
  - (ii) transaction where the posting amount exceeds the transaction amount for example due to currency exchange rate fluctuations in respect of foreign currency transactions; and
  - (iii) transaction approved by Visa, MasterCard Worldwide or UnionPay to your Card Account which may result in over-the-limit transactions.
  - (iv) mobile or contactless payment transactions;

You will be liable for the Card Transactions in excess of the credit limit according to the provisions of this Agreement.

### 3. Cash advance and Card Transactions

- (a) If you make a cash advance withdrawal at our counter, the withdrawal limit equals your available credit limit.
- (b) **(i) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** 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.
- (ii) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** If you make a cash advance withdrawal through a UnionPay ATM in Mainland China, the withdrawal limit equals the lower of (1) your available credit limit of the Renminbi sub-account and (2) the limit set by local restrictions. If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (A) your available credit limit of your Macau Patacas sub-account and (B) the daily limit on drawing cash advance at ATM.
- (c) We are not responsible for any merchant's refusal to accept your Card. We are also not responsible for any goods or services supplied to you by any merchant. Your obligation to us under this Agreement in not affected and will not be 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 dispute between you and the merchant.

### 4. Card benefits

- (a) We may offer different benefits for different types of Cards. We may introduce new benefits or vary or withdraw any benefits 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) depending on the type of your Card:
- (i) rewards and privileges (including the Rewards Programme);
  - (ii) mobile or contactless payment transactions;
  - (iii) interest-free instalment plans for purchasing goods or services from designated merchants;
  - (iv) ATM access for cardholders to use their cards to effect banking transactions at designated ATMs;
  - (v) 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;
  - (vi) 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

- (d) If you want to operate any of your bank accounts with us with your Card using an ATM, you have to link that bank account to your Card. We may specify any conditions or limits relating to the use of ATM. 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 transactions; and
  - (iii) limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment through ATM.
- (e) If you want to use your Card at an ATM outside Macau 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 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) **(Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)**
- (i) You can use your Card at an ATM to access one Macau Patacas bank account only ("Linked Account").
  - (ii) If you withdraw cash at UnionPay ATMs in Macau, you may select to withdraw from the Linked Account as a cash withdrawal or from your Macau Patacas sub-account as a cash advance.
  - (iii) If you withdraw at UnionPay ATMs (including HSBC ATMs) in Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account.
  - (iv) If you withdraw at UnionPay ATMs outside Mainland China and Macau and have sufficient funds in the Linked Account to cover the entire amount of the cash withdrawal, we will treat the withdrawal as cash withdrawal from the Linked Account.
  - (v) If you withdraw at UnionPay ATMs outside Mainland China and Macau an amount greater than the available balance in the Linked Account, we

will treat the entire withdrawal amount as a cash advance from your Macau Patacas sub-account.

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.
- (l) 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.

Additional terms governing Card benefits

- (m) 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) depending on the type of your Card:
  - (i) Rewards Programme Terms and Conditions;
  - (ii) Terms and Conditions for the Credit Card Interest-free Instalment Plan;
  - (iii) ATM Card Terms and Conditions;
  - (iv) Terms and Conditions for HSBC Internet Banking; and
- (n) The terms and conditions relating to a Card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that Card benefits.
- (o) The terms and conditions relating to Card benefits are available at our website or upon request at any of our branches in Macau. The terms and conditions will also be made available in the welcome pack (for new cards) or upon your application of the relevant Card benefits.
- (p) 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 PIN

Report promptly

- (a) You should promptly report any loss, theft, disclosure or unauthorised use of your Card or PIN. You should report in person to a branch in Macau or notify us by telephone via the following hotlines:
  - (i) (853) 2832 2813 (Credit Card Customer Service Hotline during bank operating hours);
  - (ii) D800 891 (24-Hour Lost Card Hotline-Macau);
  - (iii) (852) 2233 3000 (24-Hour Lost Card Hotline – Hong Kong and Overseas).

If overseas, you should notify any member of Visa, MasterCard Worldwide or UnionPay as applicable.

- (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 advance and all other transactions effected by unauthorised use of your Card or PIN before we or any member of Visa, MasterCard worldwide or UnionPay (as possible) receive report or loss, theft, disclosure or unauthorised use.

Replacement Card

- (d) We have no obligation but may issue a replacement Card to you. If we issue a replacement Card, we will charge a handling fee as referred in caveat f) of article 8 below.

## 6. Card statement

- (a) We will normally provide a Card statement each month with the following and other details relating to a Card (including an additional Card, where applicable):
  - (i) the total amount outstanding on the Card Account ("**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) We have the right to send all Card statement to the primary cardholder, including Card statement relating to an additional Card.

- (c) You should notify promptly us 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 transactions shown on the statement. These will be considered as correct, conclusive and binding on you and you will be deemed to have waived any right any objections 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) **(Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)**
  - (i) You should pay the amount outstanding on each sub-account separately in its respective currency. If you have designated a Macau Patacas or Hong Kong dollar bank account to pay outstanding amounts on the Renminbi sub-account by way of standing instruction or cheque payment, we will convert the Macau Patacas or Hong Kong dollar amount to Renminbi at the prevailing exchange rate determined by us on the date we process the standing instruction or cheque.
  - (ii) You should ensure you have sufficient funds in the Macau Patacas or Hong Kong dollar bank account referred to in Clause 7(b) (i) above for conversion into Renminbi for payment, taking into account exchange rate fluctuations. Otherwise, you may have to pay finance or late charges (or both) set out in this Agreement.
- (c) If you will be away from Macau, you should make arrangement as appropriate to settle the Card Account before your departure.
- (d) **(i) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** If your Card is a Macau Pataca card and you effect a Card Transaction in a currency other than Macau Pataca, we will debit that Card Transaction to your Card Account after conversion into Macau Pataca. The exchange rate will be determined by us by reference to the exchange rate adopted by Visa or MasterCard Worldwide (as applicable) 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 or MasterCard Worldwide to us. The same arrangement applies to a Card Transaction effected by you in a currency other than Hong Kong dollar if your Card is a Hong Kong dollar if your Card is a Hong Kong dollar card.  
**(ii) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)**
  - (1) If you effect a Card Transaction in Renminbi, we will debit that Card Transaction to your Renminbi sub-account.
  - (2) If you effect a Card Transaction in Macau Patacas, we will debit that Card Transaction to your Macau Patacas sub-account.
  - (3) If you effect a Card Transaction in Hong Kong dollar, we will debit that Card Transaction to your Macau Patacas sub-account after conversion into Macau Patacas. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion.
  - (4) If you effect a Card Transaction in a currency other than Macau Patacas, Hong Kong dollar and Renminbi, we will debit that Card Transaction to your Macau Patacas sub-account after conversion into Macau Patacas. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion. We will also debit to your Macau Patacas sub-account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by UnionPay to us.
- (e)
  - (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 Macau or applicable laws 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(e) will continue to be effective after the termination of your Card.
- (f) 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) Depending on the type of your Card, you may enjoy an interest-free period of up to 56 days on purchase transactions charged to your Card.
- (c) Financial 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 (as referred in caveat f) of article 8 below. 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 annual interest rate 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 transactions respectively.
- (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 as referred in caveat f) of article 8 below. The late charge will be debited to your Card Account on the following statement date. If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, the late charge will be debited to Macau Patacas sub-account, Renminbi sub-account or both (as applicable) 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 your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, we have the right to charge an overlimit handling fee on your Macau Patacas sub-account, Renminbi sub-account or both (as applicable). 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. If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card and you make a cash advance from your Macau Patacas 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;
- (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 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 any additional Card; and
- (vii) foreign currency transaction fee: we have the right to require you to pay in full or in part the transaction fee charged by Visa, MasterCard Worldwide or UnionPay (as applicable) to us on a Card Transaction with your Card in a currency other than that currency of the Card:
- (1) if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card and you effect the Card Transaction with your Card in a currency other than Macau Patacas, Hong Kong dollar and Renminbi; or
- (2) for other Cards, you effect the Card Transaction with your Card in a currency other than the currency of the Card.
- (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 Macau.
- (g) We will debit any fees and charges to your Card Account. Such fees and charges will not be waived or refunded.

#### 9. Additional Card

- (a) If you are an Additional Cardholder, you will be responsible for the use of the additional Card issued to you and will be bound by the terms and conditions of this Agreement. You will not be liable for the use of any additional Card issued to another Additional Cardholder or the use of the primary Card.
- (b) If you are the primary cardholder, you will be liable for the use of your primary Card as well as the use of each additional Card. We have full discretion in recovering indebtedness (including all fees and charges)

incurred by an Additional Cardholder from the primary cardholder or that Additional Cardholder or both.

#### 10. Termination of Card

Termination by you

- (a) You may terminate your Card at any time. If you wish to terminate your Card, you have to give us written notice AND return to us your Card and all additional Cards, if any. If your Card is the primary Card, your termination notice will terminate your Card and all additional Cards (if any) at the same time.
- (b) An additional Card may be terminated by the primary cardholder or the Additional Cardholder of that additional Card. The primary cardholder or the Additional Cardholder have to give us written notice AND return to us that additional Card.
- (c) You should cut a card in two before returning it to us.
- Termination and suspension by us
- (d) We may terminate or suspend your Card (whether the primary Card or an additional Card) at any time without giving you prior notice or any reason.
- (e) If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, we may suspend your Macau Patacas sub-account or Renminbi sub-account (or both) at any time without giving you prior notice or any reason.

You remain liable for indebtedness even after termination

- (f) 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.
- (g) You or your estate are required to pay all outstanding amounts to us even after the termination of your Card or your bankruptcy. 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 (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.
- (h) You are liable for any Card Transactions effected with your Card until you Card have been returned to us. If you are the primary cardholder, you are liable for any card Transactions effected with an additional card until (i) the additional Card has been returned to us or (ii) we are able to implement the procedures which apply to lost cards if you so request. Such Card Transactions include purchases or transactions through autopay arrangement or other means of payment.

Autopay or other standing arrangements

- (i) 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.

#### 11. Limitation of our liability

- (a) We are not liable to you or any other person for the following (or any of them):
- (i) any delay, failure or computer processing error in providing any of our equipment, facilities or services to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and
- (ii) any consequential or indirect loss arising from or in connection with our providing equipment, facilities or services, or our failure or delay in providing them.
- (b) Where a person that is not our agent provides any equipment, facilities or services to you, we are not liable for any act or omission of that person as long as we have exercised reasonable care and skill in dealing with that person.

#### 12. Indemnity

- (a) Except as set out in Clause 13(b) below, you will be 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 providing equipment facilities or services to you under this
- (i) all actions, proceedings and claims which may be brought by or against us or them; and
- (ii) all losses, damages and reasonable amounts of costs and expenses. This indemnity shall continue after the termination of this Agreement.
- (b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 13(a) was caused by gross negligence or willful 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 13(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or willful 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.

#### 13. 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, in Macau or elsewhere, without prior notice. If you are the

primary cardholder, our right will extend to the outstanding balance on the Card Account of any Additional Cardholder. 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.

**14. 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 30 days 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.

**15. Collection and disclosure of your information**

(a) Definitions

Terms used in this Clause 15 shall have the meanings set out below. If any term used in this Clause 15 is not defined below, that term shall have the meaning set out at the end of this Agreement.

**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.

**Laws** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

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

**Services** includes (a) the opening, maintaining, closing and terminating of your accounts or Cards (including additional 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 Macau 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 (including additional Cards), transactions, use of our products and services and your relationship with the HSBC Group and (iii) Tax Information.

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

(b) Collection, use and sharing of Your Information

This Clause 15(b) explains how we will use information about you and Connected Persons. The Notice relating to the Privacy and Securities 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 15 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 15 or the Notice.

Collection

- (i) We and other members of the HSBC Group may collect, use and share Your Information. Your Information may be requested by us or on behalf of us or the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources

(including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

Use

- (ii) We and members of the HSBC Group may use, transfer and disclose Your Information (1) in connection with the purposes set out in this Clause 15, (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 15 and the Notice (as may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in this Agreement. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.
- (vii) Where:
- you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or
  - you or any Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
  - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, we may:
    - (A) be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
    - (B) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and
    - (C) block, transfer, close or terminate your account(s) or Card(s) (including additional 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.

(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 (including additional 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 15 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 15 shall prevail.
- (ii) If all or any part of the provisions of this Clause 15 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 15 in that jurisdiction.

(f) Survival upon termination

This Clause 15 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 (including any additional Cards).

**16. General matters**

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

Gambling or other illegal transactions

- (e) You should not use your Card for payment of any gambling or to an illegal transaction under any applicable laws. If we suspect, believe or know that any Card Transaction is or relates to a gambling or an illegal transaction, we have the right to (i) decline processing or paying that Card Transaction or (ii) reverse, cancel or chargeback that Card Transaction.

Governing law, jurisdiction and version

- (f) This Agreement is governed by and will be construed according to Macau laws.
- (g) You submit to the non-exclusive jurisdiction of the Macau courts.
- (h) 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 Agreement is for reference only.

**Definitions**

**Additional Cardholder** means any and each person to whom we issue an additional Card.

**Agreement** means this Credit Card Cardholder Agreement, as may be amended from time to time.

**Applicable Regulation** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Macau, to which we or you are subject or with which we or you are expected to comply from time to time.

**ATM** means an automated teller machine.

**Authority** means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

**Card** means HSBC Macau Patacas/Hong Kong Dollars Visa Gold, Gold MasterCard, Visa Classic, Classic MasterCard, HSBC Pulse UnionPay Dual Currency Diamond Credit Cards issued by us from time to time.

**Card Account** means the account established in respect of a Card for recording Card Transactions and other items. If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, Card Account consists of a Macau Patacas sub-account and a Renminbi sub-account as described in Clause 2(c).

**Card Transaction** means each transaction (including a cash advance) effected by using your Card 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.

**Excluded Card Transaction** is defined in Clause 2(d).

**Macau** means the Macau Special Administrative Region of the People's Republic of China.

**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.

**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, Macau Branch and its successors and assigns.

**you or your** means the person to whom we issue a Card (whether a primary Card or an additional Card).

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