

# **Credit Card Cardholder Agreement**

Important! Before you use your Macau Patacas/Hong Kong Dollars Visa Gold, Macau Patacas/Hong Kong Dollars Gold MasterCard, Macau Patacas/Hong Kong Dollars Visa, Macau Patacas/Hong Kong Dollars MasterCard issued by The Hongkong and Shanghai Banking Corporation Limited, Macau Branch, please read carefully the Cardholder Agreement printed below. By using the Card you are accepting the Terms and Conditions set out below and will be bound by them.

The Macau Patacas/Hong Kong Dollars Visa Gold, Macau Patacas/Hong Kong Dollars Gold MasterCard, Macau Patacas/ Hong Kong Dollars Visa, Macau Patacas/Hong Kong Dollars MasterCard ('the Card') is issued by The Hongkong and Shanghai Banking Corporation Limited, Macau Branch ('the Bank') on the following terms and conditions:

- The Card is the property of the Bank and will be returned. to the Bank immediately by the Cardholder upon the Bank's
- . The person to whom the Card is issued ('the Cardholder') will sign the Card immediately upon receipt and will not permit any other person to use it and will at all times safeguard the Card and keep it under the Cardholder's personal control.
- Fach credit card is assigned a credit limit that applies to both purchase and cash advance transactions. For vour own credit limit, please refer to your card statement. The Bank may at its discretion allow for any card transactions exceeding the credit limit, and reduce the credit limit according to the result of its credit risk assessment of you or the card account, without prior notice to you.
- The Cardholder will be responsible for all credit card facilities granted by the Bank in respect of the Card and for all Card Transactions effected by the Cardholder (whether voluntarily or otherwise) as well as related charges hereunder, notwithstanding the termination of this Agreement.
- The Bank will assign a credit limit to the Card Account which must be strictly observed by the Cardholder and which may be varied by the Bank from time to time by notice to the Cardholder. The Cardholder may apply for a review of his/her assigned credit limit at any time. The Bank may at its sole discretion (but shall not be obliged) o), without prior notice to the Cardholder, increase the credit limit from time to time or permit Card Transactions to be effected in excess of the credit limit and the Cardholder shall be liable for any related transaction in accordance with the terms of this Agreement. The Bank may at its sole discretion, as a result of a reasonable assessment of the credit risk associated with the Card Account or the Cardholder based on information available to the Bank, reduce the credit limit to such amount as it thinks fit without prior notice to the Cardholder.
- 6. a) A statement will normally be sent to the Cardholder monthly on the Statement Date ('the Statement Date')

with details of the total amount outstanding on the Card Account ('the Statement Balance'), the minimum sum to be paid by the Cardholder in respect of the Statement Balance as determined by the Bank ('the Minimum Payment Due'), such part of the Minimum Payment Due that is payable immediately and the date by which the remaining payment must be made to the Bank ('the Payment Due Date'). Payment of any part of the Statement Balance effected by cheque or other means will be accepted on and subject to the Bank's normal terms and conditions.

- b) If payment of the whole of the Statement Balance is received by the Bank on or before the Payment Due Date, no finance charge will be payable in respect of
- c) If the Cardholder fails to pay the Bank the whole of the Statement Balance by the Payment Due Date, a finance charge will be applied (a) to each Card Transaction (excluding cash advance) making up the Statement Balance, as well as each new transactions (excluding cash advances) entered into by the Cardholder since the last Statement Date, from the transaction date and (b) to any other amounts making up the Statement Balance from the last Statement Date, until the Statement Balance is paid in full. The finance charge will accrue daily and be calculated at the interest rate per month as specified in the Bank's "Bank Tariff Guide or HSBC Retail Banking and Wealth Management Customers" for the time being in force.
- d) If the Cardholder fails to pay the whole of the Minimum Payment Due by the Payment Due Date, a further charge of 5% of the Minimum Payment Due per month (subject to a minimum of MÓP/HK\$80 and a maximum of MOP/HK\$200) will be debited to the Card Account on the next following Statement Date.
- e) Without prejudice to Clause 5, if the Statement Balance exceeds the credit limit for the time being assigned to the Card Account, the Bank reserves the right to charge on overlimit handling fee of MOP/HK\$130. which will be debited to the Card Account on the Statement Date.
- Cash advances shall include all cash withdrawals made from the Card Account including, without limitations, cash withdrawals from any funds earlier transferred or otherwise credited to the Card Account. Cash advances will be subject to a handling charge of 3% on the amount of advance (a minimum of MOP/HK\$70 for an over-thecounter cash advance and a minimum of MOP/HK\$30 for an advance made from an ATM or through any other channels) plus a cash advance fee of 2% on the amount of advance. All charges are flat and shall be debited to the Card Account as at the date of the advance. No other charges are payable in respect of the cash advance if it is repaid by the Payment Due Date of the Statement on which it is first posted. The Bank may by notice to the Cardholder modify the fee and/or handling charges from
- a) All fund transfers into or credits made to the Card Account will immediately be applied by the Bank to reduce the existing outstanding balance in the Card Account which, if exceed the said outstanding balance, will be applied to fund future Card Transactions as and when they are debited to the Card Account.

Payment at Convenience Stores is subject to Macau Patacas (MOP) cash payment or any other means of payment as the Bank deemed appropriate without prior reference to the Cardholder. Payments are accepted for both Macau Patacas credit card and Hong Kong Dollars credit card. Payment amount is limited to a Maximum Amount (rounded up to the nearest ten cents), which may vary from time to time as determined by the Bank and by notice to the cardholders. Payment should be made at least three (3) working days before the payment due date and overdue payment will not be accepted. Payment due amount in currencies other than Macau Patacas will be converted into Macau Patacas with reference to the exchange rate adopted by the Bank on the statement date and embedded into barcodes. The same rate may not be applied when crediting the fund into Card Account in the event of fluctuation of

- exchange rate. Cash payment at Convenience Stores outlets ('Store Outlet') is subject to Service Fee as determined by the Bank from time to time and by notice to the cardholders.
- d) The Store Outlet will issue an original receipt for every successful transaction processed. Cardholder is entitled to verify the receipt against payment made. Cardholder should retain the original receipt for verification that payment has been madeand shown on the coming statement. In case of any dispute, the original receipt issued by the Store Outlet will be a conclusive proof of the payment made save for manifest error or fraud.
- Cardholder has responsibility to inform the Bank of receiving any sum which he/she is not entitled to receive, and authorised the Bank to debit his/her Account of such invalid or incorrect payment.
- 9. The Cardholder agrees to pay the Bank's initial and/or periodical fee for the Card. Fees will be debited to the Card Account when due and are not refundable.
- 10. a) To enable the Bank to consider whether to provide the Cardholder with any services, the Cardholder is required to supply the Bank from time to time the Cardholder's personal information ('Personal Data') His/her failure to do so may result in the Bank's inability to provide such services.
- The Personal Data will be used for considering the Cardholder's request and subject to the Bank agreeing to provide such service, the Personal Data and details and all information relating to transactions or dealings with the Bank will be used in conjunction with the provision of such service to the Cardholder. The Cardholder agrees that the Bank may use, store, transfer (whether within or outside the Macau Special Administrative Region), disclose to or obtain from other financial institutions, charge or credit card issuing companies, credit information or reference bureaux, agencies or organizations which provide information exchange service to financial institutions, credit card issuing companies, collection agencies, computer and printing firms, service providers or any other person as the Bank considers necessary. including any member of the HSBC Group, information for any purpose in connection with services the Bank

may provide to the Cardholder, and/or in connection

with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) with other personal data concerning the Cardholder, and/or for the purpose of promoting improving and furthering the provision of services by the Bank/other HSBC Group members to customers generally, and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in Statement, Circulars, Notices or other Terms and Conditions made available by the Bank to the

Collection and Disclosure of Cardholder Information

## (a) Definitions

HSBC Group.

Cardholder from time to time.

Terms used in this Clause 11 shall have the meanings set out below.

'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.

"Cardholder Information" means all or any of the following items relating to the Cardholder or a Connected Person where applicable: (i) Personal Data, (ii) information about the Cardholder, the Cardholder's accounts, Cards (including additional Cards), transactions, use of the Bank's products and services and the Cardholder's relationship with the HSBC Group and (iii) Tax Information.

Compliance Obligations" means obligations of the HSBC Group to comply with (i) any Laws or international quidance and internal policies or procedures, (ii) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (iii) Laws requiring

the HSBC Group to verify the identity of its customers.

**Connected Person**" means a person or entity (other

than the Cardholder) whose information (including Personal Data or Tax Information) is provided by the Cardholder, or on the Cardholder's 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 a representative, agent or nominee, or any other persons or entities with whom the Cardholder has a relationship hat is relevant to the Cardholder's relationship with the

**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 the disclosure is made with the data subject's to circumvent or violate any Laws relating to these matters. consent;

"Financial Crime Risk Management Activity" means any it is disclosed as set out in Clause 10 or this action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention

of Financial Crime that the Bank or members of the HSBC "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 Bank or on behalf of the Bank or the HSBC Group. HSBC Group" has the same meaning. and may be collected from the Cardholder directly, from a person acting on behalf of the Cardholder. "Laws" includes any local or foreign law, regulation, from other sources (including from publicly judgment or court order, voluntary code, sanctions available information), and it may be generated regime, agreement between any member of the HSB0 or combined with other information available to Group and an Authority, or agreement or treaty between the Bank or any member of the HSBC Group. Authorities and applicable to the Bank or a member of

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

Group may take.

the HSBC Group.

"Services" includes (i) the opening, maintaining, closing and terminating of the Cardholder's accounts or Cards (including additional Cards), (ii) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment and (iii) maintaining the Bank's overall relationship with the Cardholder, including marketing services or products to the Cardholder, 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 Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the Cardholder or a Connected Person.

"Tax Information" means documentation or information v) The Cardholder confirms that every Connected about the tax status of the Cardholder or a Connected

Reference to the singular includes the plural (and vise versa) (b) Collection, Use and Sharing of Cardholder Information

This Clause 11 explains how the Bank will use information about the Cardholder and Connected Persons. Clause 10 also contains important information about how the Bank and the HSBC Group will use such information and the Cardholder should read this Clause in conjunction with Clause 10. By using the Services, the Cardholder expressly agrees that the Bank and members of the HSBC Group may use Cardholder Information in accordance with Clause 10 and this Clause 11.

Cardholder Information will not be disclosed anyone (including other members of the HSBC Group), other than where: the Bank is legally required to disclose;

 the Bank has a public duty to disclose: the Bank's legitimate business purposes require disclosure:

 the Cardholder or any Connected Person fails to provide promptly Cardholder Information reasonably requested by the Bank, or

- the Cardholder or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Cardholder Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Cardholder), or
- the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, the Bank may:
- (A) be unable to provide new, or continue to provide all or part of the Services to the Cardholder and reserve the right to terminate its relationship with the Cardholder:
- (B) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
- (C) block, transfer, close or terminate the Cardholder's account(s) or Card(s) (including additional Card(s)) where permitted under local Laws.

### and disclose such information for the Purposes). The Cardholder's Obligations

(i) The Bank and other members of the HSBC Group

(ii) The Bank and members of the HSBC Group may

(iii) The Bank may (as necessary and appropriate

for the Purposes) transfer and disclose any

Cardholder Information to the recipients set out

in Clause 10 above (who may also use, transfer

Clause 10 above (the "Purposes").

use, transfer and disclose Cardholder Information

in connection with the purposes set out in

may collect, use and share Cardholder Information.

Cardholder Information may be requested by the

- (iv) The Cardholder expressly agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Cardholder Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Cardholder Information from the Bank or a member of the HSBC Group.
- Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank 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 Clause 10 (references to Personal Data thereunder shall be deemed to include any Cardholder Information) and this Clause 11 (as may be amended or supplemented by the Bank from time to time). The Cardholder shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) The Cardholder consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or bank secrecy law to permit the Bank to use,

store, disclose, process and transfer all Cardholder Information in the manner described in this Agreement. The Cardholder agrees to inform the Bank promptly in writing if the Cardholder is not able or has failed to comply with the obligations set out in (v) and (vi) in any respect.

# Data Protection

- (viii) Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation. Cardholder Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.
- x) Under relevant data protection legislation, the Cardholder has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.
- (x) The Cardholder has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request may be made in writing and addressed to the Credit Card Centre, The Hongkong and Shanghai Banking Corporation Limited, Macau Branch, P.O. Box 476. Macau (Fax: 853 - 2832 2827). The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable law and regulations.

include: (A) screening, intercepting and investigating

any instruction, communication, drawdown request

application for Services, or any payment sent to

or by the Cardholder, or on the Cardholder's behalf

(B) investigating the source of or intended recipient

of funds; (C) combining Cardholder Information

with other related information in the possession

as to the status of a person or entity, whether they

are subject to a sanctions regime, or confirming the

identity and status of the Cardholder or a

of the HSBC Group; and (D) making further enquiries

#### (c) Financial Crime Risk Management Activity (f) Survival upon Termination (i) Financial Crime Risk Management Activity may

This Clause 11 shall continue to apply notwithstanding any termination by the Cardholder or the Bank or a member of the HSBC Group of the provision of any Services to the Cardholder, the closure of any of the Cardholder's accounts, or the termination of any of the Cardholder's Cards (including any additional Cards).

If the Bank has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Cardholder or for other remedies resulting from the breach or

(ii) The Bank 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 the Cardholder's

instructions or application for Services or the

provision of all or part of the Services. To the extent

permissible by law, neither the Bank nor any member

of the HSBC Group shall be liable to the Cardholder

or any third party in respect of any loss (howsoever

it arose) that was suffered or incurred by the

Cardholder or a third party, caused in whole or in

part in connection with the undertaking of Financial

The Cardholder acknowledges that the Cardholder is

solely responsible for understanding and complying

with the Cardholder's 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 the Bank 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 the Cardholder's or a Connected

Person's place of domicile, residence, citizenship or

incorporation. Neither the Bank nor any member of

the HSBC Group provides tax advice. The Cardholder

is advised to seek independent legal and tax advice.

Neither the Bank nor any member of the HSBC Group

has responsibility in respect of the Cardholder's 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 the Bank or members

(i) In the event of any conflict or inconsistency between

any of the provisions of this Clause 11 and those

in or governing any other service, product, business

relationship, account or agreement between the

Cardholder and the Bank, this Clause 11 shall prevail.

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 11 in

(ii) If all or any part of the provisions of this Clause 11

Crime Risk Management Activity.

(d) Tax Compliance

of the HSBC Group.

that jurisdiction.

(e) Miscellaneous

non-compliance of any terms of this Agreement, the Cardholder will fully reimburse the Bank for all such legal fees, and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to continue to charge finance charges at its prevailing rate(s). 3. Payments and credits to the Account may be applied in

- the following order: firstly, any legal and collection fees. finance charges, cash advances fees, late charges, services, return cheque/reject autopay and card replace ment fees; and lastly, the outstanding principal amount of the Transactions: or in any other order as the Bank considers appropriate without prior reference to the 14. If you are holding a Macau Patacas credit card issued by
- the Bank, all card transactions effected in currencies other than Macau Patacas will be debited to the Card Account after conversion into Macau Patacas at a rate of exchange determined by reference to the exchange rate adopted by Visa or MasterCard on the date of conversion, plus an additional percentage levied by the Bank, and any transaction fee(s) charged by Visa or MasterCard to the Bank if applicable which fees may be shared with the Bank. Same practice applies on transactions effected in currencies other than Hong Kong dollars on a Hong Kong dollar credit card. 15. The Bank accepts no responsibility for the refusal of any merchant establishment to honour the Card or the
- refusal of card payment at any Store Outlet. Nor will the Bank be responsible in any way for any goods or services supplied to the Cardholder. No claim by the Cardholder against the merchant establishment will relieve the Cardholder from any obligation to the Bank hereunder. In particular, the setting up, modification or termination of direct debit authorisation instruction for any regular payment to be charged to the Card Account is strictly between the Cardholder and the respective merchant establishment(s). The Bank reserves the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the merchant establishment.
- of any transaction in any statement that was not authorised by the Cardholder within 60 days of the date of the statement. If the Cardholder fails to report within the said period, the transaction(s) shown on the statement will be considered correct. Where the Cardholder reports an unauthorised transaction before the relevant settlement date, the Cardholder shall be entitled to withhold payment of the disputed amount. The Bank shall not impose any interest or finance charges on such disputed amount while it is under investigation by the Bank, or make an adverse credit report against the Cardholder. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder) show

6. The Cardholder should notify the Bank's Credit Card Centre

- that the report made by the Cardholder was unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole
- 7. The retrieval fee for the photocopy of sales drafts will be debited to the Card Account at MOP/HK\$50 for each

period, including the investigation period.

8. The Cards are the property of the Bank and are not transferable. The loss or theft of any Card, or the loss

theft or disclosure to a third party of any number used in relation to any cash advances or ATM function or facility incorporated in a Card, should be reported immediately upon discovery of loss, theft or disclosure (to the Bank's Credit Card Centre in the Macau Special Administrative Region (SAR) – telephone : 0800891 or the Bank's Card Centre in the Hong Kong Special Administrative Region (SAR) - telephone: 852 - 2233 3000 - or, if overseas.

to any member of Visa or MasterCard International).

thereof as recommended by the Bank in any communication

to the Cardholder from time to time may be treated as

20. In addition to any general right of set-off or other rights

gross negligence for the above purpose.

- he cardholder shall be liable for all cash advances effected as a result of the unauthorized use of any such number and for all other transactions debited to the Card Account as a result of the unauthorised use of a Card ('Non-cash Transaction') until notification of its loss, theft or disclosure has been received by the Bank or by a member of a Visa or MasterCard International. The Cardholder shall be fully liable for all Non-cash Transactions, without limit, if the Cardholder has acted fraudulently or with gross negligence in using or safeguarding the Card or has knowingly (whether voluntary or otherwise) provided the Card to or let the Card taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss or theft. Failure to follow any measures to safeguard the Card (and such number) or with regard to the usage
- 9. The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a handling fee.
- conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Card Account (including, in the case of a Primary Cardholder, on any Additional Card Account) with any other account(s) which the Cardholder maintains with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to the Bank under this Agreement.
- 21. a) The Cardholder may terminate this Agreement at any time by written notice to the Bank accompanied by the return of the Card and any Additional Cards. Where this Agreement relates to the use of an Additional Card, the Cardholder or the Additional Cardholder may terminate this Agreement (insofar as it relates to the use of the Additional Card) by written notice to the Bank accompanied by the return of the Additional Card. Returned Cards should be cut in two.
- b) The Bank may terminate this Agreement at any time by cancelling the Card with or without prior notice and with or without cause.

22. Unless the Bank otherwise specifies, the whole of the

outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account will become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder's bankruptcy or death. The Bank may employ third parties to collect any outstandings. The Cardholder or his estate will be responsible for settling any outstandings on the Card Account (including without limitation any regular payments, whenever charged or debited to the Card Account, under arrangements which are authorised or

set up prior to the date of termination of this Agreement or the Cardholder's bankruptcy or death) and shall keep the Bank indemnified for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred in recovering such outstandings. Pending such repayment, the Bank will be entitled to continue to charge financing charges at its prevailing rate(s).

- 23 The Cardholder will notify the Bank's Credit Card Centre promptly in writing of any changes in employment or in his/her office or residential address. 24. Without prejudice to the other provisions of this Agreement
- if the Cardholder should be absent from the Macau SAR for more than one month, arrangements to settle the Card Account should be made prior to his/her departure. 25. Should the Bank issue an Additional Card at the joint

request of the Cardholder and Additional Cardholder, the

- Additional Cardholder will be bound by the Terms and Conditions of this Agreement and shall be liable for the use of the Additional Card, notwithstanding that the Primary Cardholder shall remain liable for the use of both his/her Card and the Additional Card and that the Bank shall have complete discretion in recovering charges incurred by the Additional Card from either the Primary Cardholder or the Additional Cardholder or both. In relation to Clause 21(a) above concerning cancellation of an Additional Card, the Cardholder may be liable for any payments arising from the use of the Additional Card until it has been returned or until the Bank is able to implement the procedures which apply to lost cards if the Cardholder so requests. The Additional Cardholder shall not be liable for the use of the Card by the Primary Cardholder or the use of any other Additional Card by any other Additional Cardholder.
- 26. Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at Automated Teller Machines ('ATMs') or otherwise, the use of such facility will be subject to the Bank's ATM card Terms and Conditions in the ATM card application Form available at all branches (for which purpose the Card Account will be the 'Cardholder's account') in addition to these Terms and Conditions.
- 7. The utilization of the services provided by the 'Credit Card Customer Service Hotline' is governed by its Terms and Conditions as attached to this Agreement.
- 28. In the course of providing Credit Card Services, the Bank may need to record verbal instructions received from the cardholder and/or any verbal communication between the cardholder and the Bank in relation to such services.
- 29. The Bank may from time to time introduce new product/ services to be made available to Cardholders including but not limited to the Mileage Programme and Rewards Programme which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former
- 30. Any Credit Card instalment plan will be governed by the terms and conditions applicable to the plan, available at the relevant merchant outlet where Cardholders apply for the plan. In case of any conflict between such terms and the terms herein, the former shall prevail.

to have been received by the Cardholder within two days of posting to the Cardholder's address last notified in writing to the Bank. 2. The current amounts or percentage of fees, charges and

31. Any notice given by the Bank hereunder will be deemed

interest rates referred to herein are set in the Bank's

"Bank Tariff Guide for HSBC Retail Banking and Wealth

cancellation before the date upon which any alteration

Management Customers" available at all branches upon request. If particular services not specified herein are required, other fees and charges as set out in the Bank's Bank Tariff Guide for HSBC Retail Banking and Wealth Management Customers" may apply. The Bank reserves the right to alter these Terms and Conditions as well as such amounts, credit limits, interest rates, percentages or other fees and charges from time to time and may notify the Cardholder of any such alterations in any manner it thinks fit. The Cardholder will be bound by such alteration unless the Card is returned to the Bank for

is to have effect.

- 33. The Card shall not be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying and Card Transaction which i suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has acknowledged that any Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right
- or other facilities or services to the Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Cardholder or any third party for any indirect or consequential losses arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, the Bank shall incur no liability as a result of any act or omission of any third party (which is not acting as an agent of the Bank) through which any facilities or services to the Cardholder may be made available provided that the Bank shall have

to reverse or cancel that Card Transaction.

34. The bank shall not be liable for any delay, failure or computer

processing error in providing any of the Bank's equipment

extended reasonable care and skill in connection with its

dealings with such third party. 5. In the event of default of this agreement, the Bank may choose the jurisdiction of Macau and the law applicable will be respectively the law of the Macau SAR (as the

Bank deems fit). Effective from 1 December 2014

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

Issued by The Hongkong and Shanghai Banking Corporation Limited