

Handy Cash Personal Revolving Loan Declaration

1. I undertake to advise Hang Seng if I am currently (or was during the last 12 months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries (Note); or I am a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause. Hang Seng requires the information to comply with the Listing Rules. ((Note): "subsidiary" has the same meaning as in the Companies Ordinance (Cap.622 of the Laws of Hong Kong) as amended and supplemented from time to time.)
2. I confirm that, as of the date of application, I or the government department of HKSAR in which I am working have/has no official dealings with Hang Seng and I undertake to inform Hang Seng promptly in writing if I or the government department in which I am working will later become involved in any official dealings with Hang Seng.
3. I also confirm that (i) I did not own any credit card that was cancelled due to default payment; (ii) I currently do not have any overdue payment in respect of any of my indebtedness; and (iii) there is no bankruptcy order made against me and I am not in the process of petitioning for bankruptcy nor have any intention to do so.
4. I confirm that all information under this application is true and correct and authorise Hang Seng to communicate and to exchange such information with whatever source Hang Seng may consider appropriate for the purpose of verifying the same.
5. I acknowledge and agree that, irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information with respect to me which are provided by me at the request of Hang Seng or collected in the course of dealings between me and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with the Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers from time to time. I also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institution: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts*.
6. I further acknowledge and agree that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to me, and provide banker's or credit references in respect of me.
7. In the case where a guarantee/third party security, unlimited in amount, has been or is presently issued in Hang Seng's favour in respect of any or all of my liabilities owed to Hang Seng, I agree that Hang Seng may from time to time provide the guarantor/provider of third party security with any data, details or information (including any Data) relating to any loan/banking/credit facilities extended by Hang Seng to me for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security.
8. I agree that, as a reminder for making repayment (if necessary), Hang Seng may transmit to me the relevant message via my mobile phone number maintained in Hang Seng's record.
9. I agree that I shall fulfil the requirements specified by the prevailing promotion in order to get the gift or offer (if applicable). For details, please refer to the relevant promotion flyer. Gifts/offers are available while stocks last.
10. I also acknowledge and agree that I will be required to open a bank account with Hang Seng as the account for first time loan drawdown if I do not maintain any Hang Seng personal account or credit card account at the time of application for the Personal Revolving Loan.
11. Unless otherwise specified, the Handling Fee for cash withdrawal/fund transfer made at Hang Seng /HSBC ATMs /EPS payment is 2% of transaction amount or HK\$50 (whichever is higher). Withdrawal/transfer at ATMs other than those of Hang Seng and HSBC located in Hong Kong is subject to additional handling fee, maximum up to HK\$31. The annual fee for personal revolving loan is HK\$400. The late charge is HK\$200 or an amount equal to the Minimum Payment Amount (whichever is lower). For details of other service charges, please ask any Hang Seng branch staff.
- 12. I confirm that this loan application was not referred by a third party.**
- 13. I agree to pay interest or fees at the prevailing rate as Hang Seng may determine and notify me. I also agree and accept that the Loan may be granted in a sum less than the amount I now apply for and that this application may be declined by Hang Seng at its sole discretion without disclosing any reason. I also agree Hang Seng reserves the right of (i) the final approval of the Loan (ii) adjusting the loan amount, interest rates, fees, offer details and terms and conditions at any time. In case of any disputes, the decision of Hang Seng shall be final.**

14. For details of interest rate and annualised percentage rate, please refer to the relevant personal revolving loan promotional leaflet. Annualised percentage rate is calculated according to the standard method set out in the Code of Banking Practice. Annual fee is not included in the APR calculation. In case of your failure to repay the minimum payment amount by payment due date stated on the relevant account statement, Hang Seng reserves the right to vary or increase the interest rate to the rate specified from time to time.

* Note: Hang Seng will perform credit checks on you which may involve Hang Seng providing your credit data to Hang Seng's selected credit reference agencies ("CRA") under the Multiple Credit Reference Agencies Model (the "Model"). Hang Seng has engaged TransUnion and PingAn OneConnect Credit Reference Services Agency (HK) Limited as Hang Seng's selected CRAs and may engage other CRA(s) for the provision of consumer credit reference service, to facilitate Hang Seng's assessment of the credit facility applications and credit decision-making. You may request for a copy of the credit report from Hang Seng's selected CRAs free of charge if Hang Seng has rejected your credit application within the past 30 business days. You may also request for a credit report from each selected CRA without charge in any 12-month period. Contact details may be found on public websites of Hang Seng's selected CRAs or through Hang Seng's customer service hotline.

Hang Seng Card Terms and Conditions (for Hang Seng Personal Revolving Loan application only)

The Applicant should read and understand these terms and conditions prior to using the Card.

1. The Card is and shall at all times be the property of Hang Seng Bank Ltd. ("the Bank") and subject to the Bank's cancellation and/or withdrawal at any time without giving the Applicant any prior notice and/or reason therefor. The Applicant shall surrender the Card to the Bank immediately upon the Bank's demand.
2. The facilities provided by the Bank with which the Card can be used include and do not limit to ATMs ("Bank ATM") installed and operated by the Bank, such other ATMs installed and operated by such other bank or banks or firms or companies or organisations inside and/or outside Hong Kong and such point of sale terminals as the bank may in its sole and absolute discretion from time to time announce. The Bank reserves the right at any time hereafter to add or withdraw in its sole and absolute discretion any of the facilities available to the Card without prior notice and giving reasons therefor.
3. The Bank shall from time to time be entitled to charge an annual fee for the use of the Card to the Primary Account to which the Card is related for such amount as the Bank shall from time to time announce which shall not be refundable irrespective of early cancellation of the Card either by the Applicant or by the Bank. The Bank shall also be entitled to charge fees for transactions through ATMs installed and operated by such other bank or banks or firms or companies or organisations inside and/or outside Hong Kong in such manner and at such rate as the Bank may in its sole and absolute discretion from time to time determine and announce. Any such fees may be varied subject to the Bank's notice for a period of 30 days and the varied fees shall be binding on the Applicant continues to use the Card after the effective date thereof.
4. The Card is not transferable and shall only be used exclusively by the Applicant. The Applicant shall act in good faith, exercise reasonable care and diligence in keeping the Personal Identification Number (PIN) of the Card in secrecy. At no time and under no circumstances shall the Applicant disclose the secret PIN or transfer the Card to any person or permit their use by any person. The Applicant shall be fully responsible for any accidental or unauthorised disclosure of the PIN to any person and shall bear the risks of the PIN being used by unauthorised persons or for unauthorised purposes. Upon notice or suspicion of the PIN being disclosed to any unauthorised person or any unauthorised transaction being effected and/or in the case of any loss or theft of the Card and/or the PIN, the Applicant shall notify the Bank in person immediately at the Bank's registered office as the Bank may from time to time notify or by telephone at such telephone numbers as the Bank may from time to time prescribe (which the Bank may ask the Applicant to confirm in writing any details given) and the Applicant shall change the PIN as soon as possible. Notwithstanding the foregoing, all withdrawals, transfers and/or transactions involving the use of the Card by any person whether or not authorised by the holder(s) of the Primary and Additional Account(s) ("the Account Holders") or any of them prior to the Bank's actual receipt of any notice referred to in this Clause 4 shall be conclusively binding on Account Holders. If any replacement card is issued, the Bank is entitled to charge a fee therefor and debit it from the Primary Account.
5. The Card shall only be used for withdrawal or transfer if there are sufficient funds in the account concerned. If the withdrawal or transfer is made without sufficient fund, the Account Holders shall repay to the Bank on demand the sum representing the amount of such withdrawal or transfer together with interest thereon at the rate chargeable by the Bank on overdraft accounts with the Bank with monthly rests.
6. The Bank shall not responsible for any failure, breakdown or malfunction of all or any of the facilities available to the Card and for any failure to perform any of the obligations hereunder for any reasons whatsoever and without prejudice to the generality of the foregoing, the Bank's liability in respect of any loss or damage incurred or suffered by the Account Holders or any of them as a result of negligence wilful default or neglect on the part of the Bank shall be limited to twice the value of the relevant transaction.
7. The Bank's records in relation to any withdrawal, transfer and/or transaction involving the use of the Card shall in all respects be conclusive against and binding on the Account Holders unless and until the contrary is established.
8. The Account Holders hereby irrevocably authorise the Bank to debit the Primary Account or the Additional Account concerned (as the case may be) the amount of any withdrawal, transfer and/or transaction involving the use of the Card as revealed from the record of the Bank. For any withdrawal, transfer or transaction carried out in any currency other than Hong Kong Currency, the Bank shall have complete discretion to convert such foreign currency by any lawful means at the Bank's disposal and at the Bank's rate of exchange (as conclusively determined by the Bank) prevailing on the day of the withdrawal, transfer or transaction without reference to or consent from the Applicant.
9. Unless otherwise announced by the Bank, cash and/or cheques may be deposited with the Bank by the use of the Card at the Bank ATMs only and in connection with such deposit(s), the Account Holders agree that:-
 - (a) any cash and/or cheque so deposited shall not be treated as having been received by the Bank until after the Bank's verification thereof (such verification may not take place on the same day of the Applicant's making such deposit by the use of the Card at the Bank ATM) and subject to such verification the Bank is entitled not to credit the same to the Primary Account or the Additional Account concerned, (as the case may be) and before the same is credited into the Primary Account or the Additional Account concerned, (as the case may be) the same is not available for use, and

- (b) the advice(s) issued by the Bank ATM in respect or the acceptance or such deposit(s) represent(s) only what the Applicant has purported to have deposited with the Bank by the use of the Card and shall in no way bind the Bank as to its/their correctness, and
- (c) (i) such cash deposit(s) shall only be treated as having been received by the Bank upon the Bank's duly crediting the same into the Primary Account or the Additional Account concerned (as the case may be) and
- (ii) such cheque deposit(s) shall only be treated as having been received by the Bank upon the Bank's duly crediting the same into the Primary Account or the Additional Account concerned (as the case may be) subject to the said cheque(s) being duly honoured and paid, and
- (d) the Account Holders hereby further agree to indemnify the Bank and keep the Bank fully indemnified from any suits, actions, losses, claims, damages and demands which may be suffered or incurred by the Bank arising from or relating to the Applicant's making such deposit(s) with the Bank by using the Card.
10. The Bank shall have, and the Account Holders admit and agree that the Bank does have, the right to disclose in strict confidence, to the other bank or bank(s) or other institutions, such information concerning any of the Primary Account and Additional Account(s), as may be necessary or required in connection with the processing of any transfer, withdrawal and/or transaction from or to any of the Primary Account and Additional Account(s) by the use of the Card.
11. The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the Card for goods and/or services supplied to the Applicant nor shall the Bank be responsible in any way for the goods and/or services supplied to the Applicant. Any complaints by the Applicant to the merchant establishment must be resolved by him with the merchant establishment and no claim by the Applicant against the merchant establishment may be the subject of set-off claim or counter-claim against the Bank.
12. The Bank may at any time and without notice to or consent from the Account Holders or any one or more of them set-off or transfer any monies standing to the credit of the bank accounts of the Account Holders or any one or more of them of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) towards discharge of all sums due to the Bank under these terms and conditions or arising out of the use of the Card. In the case of a joint account, the Bank may exercise the rights in this Clause 12 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
13. The Bank shall be entitled to revise these terms and conditions and/or introduce additional terms and conditions at any time and from time to time and these terms and conditions, any revision and/or addition to these terms and conditions shall become effective subject to the Bank's notice (for a period of 30 days for any variation affecting fees and charges under the control of the Bank and the liabilities or obligations of the Account Holders or for such reasonable period as the Bank may prescribe in the case of any other variations) which may be given by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Account Holders if the Account Holders continue to use the Card after the effective date thereof.
14. In these terms and conditions, if the Account Holders shall consist of more than one person, these terms and conditions shall be binding on them jointly and severally and unless the context otherwise requires or permits, words herein denoting the singular shall include the plural and any notice served pursuant to these terms and conditions shall be deemed to have been sufficient service on the Account Holders if served on any one of them.
15. The Bank may appoint any person as third party agency (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Account Holders to the Bank and the Account Holders shall be responsible for all costs and expenses which may be incurred by the Bank for that purpose on each occasion.
16. These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Each of the Bank and the Account Holders submits to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but these terms and conditions may be enforced in the Courts of any competent jurisdiction.
17. The Applicant acknowledges and agrees that all personal data relating to the Applicant may be used and disclosed for such purposes and to such persons as may be in accordance with the Bank's general policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time.