## 大學/大專聯營信用卡全日制大學/大專學生推廣條款及細則

### 一般條款及細則

- 1. 推廣期由2021年1月1日至2021年6月30日(「推廣期」)。
- 2. 所有優惠只適用於:
  - a. **經指定網頁hangseng.com/cu\_promo** (「指定網頁」) **遞交大學/大專聯營信用卡申請**之客戶。
  - b. 年滿18歲或以上本地全日制大學/大專學生並於現在及/或過往12個月內未曾持有任何恒生信用卡主卡之全新信用卡客戶,而現申請香港城市大學信用卡、香港浸會大學信用卡、香港中文大學信用卡、香港中文大學專業進修學院信用卡及香港恒生大學信用卡(「大學/大專聯營信用卡」)之合資格客戶(「合資格客戶」)。
- 3. 客戶如於推廣期內**重複及/或取消**大學/大專聯營信用卡之申請,將不獲享此推廣優惠。若客戶已獲贈有關迎新優惠,則需繳付 同等價值之金額作為手續費,並直接從客戶之信用卡戶口支取。
- 4. 除另有註明外,所有優惠不可與其他優惠同時使用,亦不可退換、兑換現金及/或其他優惠。
- 5. 本條款及細則內提及之恒生信用卡Cash Dollars (「Cash Dollars」)優惠將存入合資格客戶截至當時Cash Dollars 結餘最高之恒生信用卡主卡戶口內;若合資格客戶其中一張或持有多於一張恒生信用卡有預支Cash Dollars,Cash Dollars將存入當時預支Cash Dollars結餘最高之信用卡主卡戶口內。有關申請必須於存入有關Cash Dollars之一個月前成功批核,方可獲享Cash Dollars優惠。如信用卡之申請不獲批核,合資格客戶將不獲發任何Cash Dollars。存入Cash Dollars時,合資格客戶之信用卡戶口必須仍然有效及信用狀況良好。
- 6. 所有Cash Dollars優惠不適用於恒生enJoy卡、恒生附屬卡、公司卡、商務卡、美元Visa金卡、銀聯人民幣鑽石商務卡、人民幣信用卡、消費卡、e-shopping萬事達卡及專享卡。Cash Dollars不可轉讓他人或兑換為現金。使用Cash Dollars須受恒生信用卡會員獎賞計劃之條款及細則約束,詳情請致電24小時恒生信用卡推廣熱線2998 6899。
- 7. 本行保留隨時暫停、更改或終止所有優惠及修訂其條款及細則之權利,毋須另行通知。如有任何爭議,本行保留最終決定權。
- 8. 除客戶及本行(包括其繼承人及受讓人)以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文, 或享有本條款及細則的任何條文下的利益。
- 9. 本條款及細則受香港特別行政區法律所管轄,並按照香港特別行政區法律詮釋。
- 10. 本條款及細則受現行監管規定約束。

### 有關迎新優惠之指定條款及細則

- 11. 於推廣期內,客戶成功申請大學/大專聯營信用卡,並於信用卡發出之日期後60日內憑卡累積簽賬滿HKD1,000或以上,可獲\$200 Cash Dollars 迎新優惠。
- 12. 客戶於優惠期內透過指定網頁成功申請大學/大專聯營信用卡,並符合迎新優惠之簽賬要求,可額外獲享\$100 Cash Dollars。
- 13. 每位合資格客戶只可獲享以上迎新優惠一次。
- 14. 客戶符合有關之簽賬要求後,本行將於2個月內將Cash Dollars獎賞存入主卡客戶之有關信用卡戶口內。存入Cash Dollars時,該合資格信用卡戶口必須仍然有效及信用狀況良好,方合資格獲得有關之Cash Dollars。
- 15. 累積簽賬以客戶之合資格零售簽賬淨值計算:簽賬淨值為指定信用卡之最後簽賬金額。合資格零售簽賬不包括使用折扣優惠及/或 Cash Dollars/Merchant Dollars所扣除之金額、於商戶以免息分期計劃付款但並未誌賬之交易、現金透支、現金透支手續費、 年費/服務費、財務費用、逾期費用、繳交稅款、信用卡網上繳費服務(包括但不限於繳交水費、電費、保險費、其他銀行及信用卡 賬項等)、現金分期、「簽賬及消費」分期、「交稅分期」、結餘分期、「八達通自動增值」款項(包括透過電子錢包或任何其他途徑 增值 Smart Octopus)、購買及/或充值儲值卡或電子錢包的簽賬交易、於金融機構/非金融機構購買產品/服務的交易(包括但不限於 外匯、匯票、旅行支票、存款及過數/轉賬)、結餘轉賬、購買賭場籌碼、未誌賬/未經授權/已取消/已退款/被發現為虛假之交易。 恒生將根據儲存於恒生的交易紀錄,以決定客戶是否符合獲贈迎新獎賞。如有任何爭議,將以恒生之紀錄為準。

### 有關豁免信用卡年費優惠之指定條款及細則

- 16. 成功申請大學/大專聯營信用卡之客戶可享永久免年費優惠。申請人若於現在及過往6個月內曾持有任何本行發出之個人恒生信用卡 主卡,則現申請之信用卡只可享7年免年費優惠。
- 17. 有關之優惠詳情、條款及細則,請瀏覽 hangseng.com/aucards。



### 注意事項及申請人聲明

### 注意事項

- 1. 主卡申請人必須為年滿18歲之居港人士,年薪須達HK\$150,000或以上(全日制大學/大專學生除外)。附屬卡申請人必須為年滿16歲之居港人士。如附屬卡申請人為18歲以下人士,主卡申請人須為其父母或監護人。(全日制大學/大專學生客戶不設附屬卡)
- 2. 如申請人及附屬卡申請人(如適用)(合稱「申請人」)為恒生銀行有限公司(「恒生」)之現有客戶及未能於申請表上提供有關申請所需 的資料,恒生將根據申請人於恒生之紀錄處理有關申請。如申請人欲更新其個人資料,請帶同有關文件親臨任何恒生銀行分行辦理 有關手續。
- 3. 主卡申請客戶只可享有1張恒生信用卡(香港賽馬會會員卡、恒生優越理財World Mastercard®、恒生enJoy卡、恒生MPOWER卡及恒生銀聯白金卡除外)之永久免年費優惠。主卡申請人若於現在及/或過往6個月內未曾持有任何由恒生發出之個人信用卡主卡,而現申請首張恒生信用卡,可享有主卡及同時申請之附屬卡永久免年費優惠;否則主卡及同時申請之附屬卡只可享有1年年費全免優惠(適用於一般客戶)/7年年費全免優惠(適用於全日制大學/大專學生)。如主卡客戶享有年費優惠,所有同時申請之附屬卡將可享相同之年費優惠。全日制大學/大專學生主卡客戶不設附屬卡之申請。
- 4. 恒生可能於申請人之畢業年期向申請人要求提供額外之文件以處理續期卡事宜。
- 5. 白金卡年費為HK\$1,500,其附屬卡年費為每張HK\$750;金卡年費為HK\$600,其附屬卡年費為每張HK\$300;普通卡年費為HK\$300,其附屬卡年費為每張HK\$150。
- 6. 消費賬項之財務費用及現金透支之利息分別如下:
  - 消費賬項之財務費用:月息2.62%(實際年利率34.97%)
  - 現金透支之利息:月息2.62%(實際年利率38.37%)

上述實際年利率乃依據銀行營運守則之指引計算,而適用之年費(如有)並未計算在內。實際年利率是一個參考利率,以年化利率展示出包括銀行產品的基本利率及其他費用與收費。倘若閣下未能於有關信用卡結單所指定之到期繳款日支付所應付之最低金額,恒生有權更改或提高上述之息率至恒生不時指定及通知閣下之息率。有關其他收費詳情,請向任何1間恒生銀行分行職員查詢。

- 7. 如有任何爭議,恒生保留最終決定權。
- 8. 恒生直接銷售人員及授權代表之薪金制度(包括底薪及花紅),乃基於多方面的表現,並非只著重銷售金額。
- 9. 恒生保留批核恒生信用卡及信用額之最終決定權。

### 申請人聲明

- 1. 申請人承諾通知恒生如申請人現時(或於過去12個月內)為恒生或其附屬公司(註)之董事、行政總裁或主要股東;或任何上述之董事、 行政總裁或主要股東之配偶、同居者、擁有血緣關係、通過婚姻或領養的親屬,或任何在此項條文所述之人士之信託的受託人。 恒生需要上述資料以遵守上市規則。
  - (註)「附屬公司」一詞應依照經不時修訂及補充之《公司條例》(香港法律第622章)的定義。
- 2. 茲謹證明於申請當日,申請人或申請人任職之香港特別行政區政府部門與恒生並無任何公事來往,倘日後申請人或申請人任職之 政府部門與恒生有任何公事來往,申請人同意儘速以書面通知恒生。
- 3. 申請人確認 (i) 申請人未嘗擁有任何因拖欠還款而被取消之信用卡: (ii) 申請人現時並無任何逾期而未償還之債務:及 (iii) 申請人並無接獲任何破產令及申請人未有進行或意圖申請破產。
- 4. 申請人證實在申請過程內所提供之資料在所有方面全屬真確完整並各自授權另一方可作其代表遞交其資料/文件予恒生,以及同意恒生可根據不時給予申請人之結單、通函、通知、章則及條款內所載有關使用及披露個人資料的政策使用該等資料作指定用途。申請人授權恒生以任何其認為適當之途徑以確證該等資料之真確性及與有關方面交換資料。申請人亦承諾,如任何該等資料有所更改,申請人須即時以書面通知恒生。
- 5. 申請人承認及同意,不論申請人之申請其後遭撤回或拒絕與否,恒生可根據不時給予申請人及其他個別人士之結單、通函、通知、章則及條款內所載有關使用及披露個人資料的政策,持有、使用、處理及向指定人士披露所有由申請人及/或有關個別人士應恒生之要求而提供,或於申請人或有關個別人士與恒生之交易過程中所收集而有關申請人及個別人士之個人資料及其他資料(「該等資料」)作指定用途。申請人並承諾及同意恒生可將該等資料披露予任何債務追收代理、信貸資料服務機構或類似服務之提供者,或由彼等予以持有、使用及處理,以便核實該等資料或將該等資料提供予其他機構:(i)作為信貸或其他方面之查核;及(ii)協助彼等收取債務。
- 6. 申請人進一步確認及同意恒生可將該等資料轉移至香港特別行政區以外地方,並可將該等資料及其他關於申請人及/或有關個別人士之個人及其他資料用於個人資料(私隱)條例所規定的核對程序,及提供與申請人及/或有關個別人士有關之銀行證明書或信貸諮詢用途。
- 7. 倘曾經或現時就申請人欠負恒生之任何或所有債務而發出以恒生為受益人之擔保/第三方抵押,包括有限額或無限額的情況,申請人同意恒生可不時向擔保人/提供第三方抵押人士提供任何其向申請人提供之任何貸款/銀行融資/信貸安排之資料或詳情(包括任何有關申請人之個人資料),作為通知彼等根據有關擔保/第三方抵押下之法律責任。
- 8. 申請人同意申請人必須符合有關要求方可按當時推廣獲享迎新獎賞(如適用)。詳情可參考有關宣傳單張。
- 9. 申請人同意恒生可根據申請人提供或留存於恒生之手提電話號碼紀錄,以短訊形式向申請人發放還款提示(如有需要)。

## $2020~\mathrm{2H}~\mathrm{AU}~\mathrm{Card}~\mathrm{Online}~\mathrm{UBooth\_CU}~\mathrm{TC}~(01/2021)~($

### 注意事項及申請人聲明

### 10. 適用於申請香港中文大學信用卡之客戶

申請人授權恒生不時向香港中文大學(「中大」)披露有關申請人之個人資料,以確認其友身份,用作開立及操作有關之信用卡戶口,及/或使用中大校園設施時,向申請人提供優惠。申請人授權中大不時向恒生披露有關申請人之個人資料,用作申請有關之信用卡戶口。

### 適用於申請香港中文大學專業進修學院信用卡之客戶

申請人授權恒生不時向香港中文大學(「中大」)專業進修學院披露有關申請人之個人資料,以確認其校友身份,用作開立及操作有關之信用卡戶口。申請人授權中大專業進修學院不時向恒生披露有關申請人之個人資料,用作申請有關之信用卡戶口。

恒生及中大保留對認可課程及有關學生、校友、教職員的身份之最終決定權。

### 適用於申請香港浸會大學信用卡之客戶

申請人授權恒生不時向香港浸會大學(「浸大」)披露有關申請人之個人資料,以確認其校友身份,用作開立及操作有關之信用卡戶口。申請人授權浸大不時向恒生披露有關申請人之個人資料,用作申請有關之信用卡戶口。

恒生及浸大保留對認可課程及有關學生、校友、教職員、諮議會成員、校董會成員、獲推薦之社會人士的身份之最終決定權。

### 適用於申請香港城市大學信用卡之客戶

申請人授權恒生不時向香港城市大學(「城大」)披露有關申請人之個人資料,以確認其校友身份,用作開立及操作有關之信用卡戶口。申請人授權城大不時向恒生披露有關申請人之個人資料,用作申請有關之信用卡戶口。

恒生及城大保留對認可課程及有關學生、校友、教職員、獲推薦之社會人士的身份之最終決定權。

恒生及中大保留對認可課程及有關學生、校友、教職員、校董會成員、院監會成員的身份之最終決定權。

### 適用於申請香港恒生大學信用卡之客戶

申請人授權恒生不時向香港恒生大學(「恒大」)披露有關申請人之個人資料,以確認其校友身份,用作開立及操作有關之信用卡戶口。申請人授權恒大不時向恒生披露有關申請人之個人資料,用作申請有關之信用卡戶口。

恒生及恒大保留對認可課程及有關學生、校友、教職員、校董會成員、校務委員會或其他委員會成員、獲推薦之社會人士的身份之 最終決定權。

- 11. 申請人確認此信用卡申請不是由第三方轉介。
- 12. 中文本與英文本如有歧異,概以英文本為準。

### <u>所需證明文件</u>

為使閣下之申請能儘速辦理,請將申請表格連同所需文件副本寄回本行或交回任何一間恒生銀行分行。閣下亦可透過恒生銀行網頁
hangseng.com/card (選擇「額外服務/其他資訊」再選擇「網上遞交文件」) 遞交文件。所有文件連同申請表格恕不退還。

	閣下之香港居民身份證/香港永久性居民身份證/護照副本
	閣下之全日制學生證或任何載有課程和畢業年份之學生證明文件
	如申請人為非香港永久性居民身份證持有人士,請提供香港身份證副本,以及護照副本;或往來港澳通行證及原居地身份證正面及 背面之副本
	如申請人之永久地址與住宅地址不同,請附永久地址證明文件
註	: 恒生保留要求客戶提供有關文件正本及/或額外證明文件之權利。

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## 信用卡資料概要

財務費用		
消費賬項之財務費用 — 實際年利率 <sup>⑴</sup>	當客戶開立信用卡戶口時為34.97%,並將不時作出檢討。 若客戶於到期還款日或之前清繳全部賬項,便毋須繳付任何財務費用。但若客戶 只繳付部份賬項,則須另繳付按適用於客戶戶口之息率計算之財務費用。此費用 將按未清付之尚欠賬項及所有下一張月結單截數日前之新信用卡交易(包括但不 限於消費賬項、各項分期計劃供款、任何收費或費用等,現金貸款除外)計算。 財務費用會由交易當日起計算,直至清繳賬項為止。	
<b>現金貸款費用 — 實際年利率</b> <sup>⑴</sup> ( <u>不適用於</u> 專享卡)	當客戶開立信用卡戶口時為 <b>38.37%</b> ,並將不時作出檢討。 現金貸款之利息將由獲得該現金貸款日起計算,直至清繳有關賬項為止,並按 適用於客戶戶口之息率計算。	
逾期還款 — 實際年利率 <sup>⑴</sup> ( <u>不適用於</u> Visa Infinite 卡、World Mastercard 及 專享卡)	若客戶的信用卡戶口於過去6個月內有兩次或以上未能於到期還款日或之前繳付 最低還款額(即逾期還款),消費賬項之財務費用將由第2次逾期還款後發出之 月結單截數日後調整至40.53%。 若客戶的信用卡戶口於過去6個月內有兩次或以上未能於到期還款日或之前繳付 最低還款額(即逾期還款),現金貸款之利息將由第2次逾期還款後發出之月結單 截數日後調整至44.62%。 直至客戶連續6個月內再無逾期還款紀錄,信用卡戶口之息率將於第6個月之 月結單截數日後調整至原來息率。	
免息還款期	長達56天	
<b>最低還款額</b> ( <u>不適用於</u> World Mastercard、美元Visa金卡及 專享卡)	最低還款額為HK\$300/人民幣300元(視乎卡類別而定)或以下第(i)至(iv)項之	
費用		

年	書
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Visa Infinite卡/	主卡	- HK\$6,000
World Mastercard	'	
World Mastercard	附屬卡	- HK\$1,000
白金卡	   <sub> </sub>	- HK\$1,500
	'	• •
	附屬卡	- HK\$750
金卡	   <sub> </sub>	- HK\$600
		•
	附屬卡	- HK\$300
→ ● 普通卡	   <sub> </sub>	- HK\$300
	'	•
	附屬卡	- HK\$150
人民幣信用卡		
- 白金卡	主卡	- 人民幣 1,500元
	附屬卡	- 人民幣 750元
- 金卡	主卡	- 人民幣 600元
	附屬卡	- 人民幣300元
- 普通卡	主卡	- 人民幣 300元
	   附屬卡	- 人民幣 150元
		- 7/1/11/100/0
美元Visa金卡	主卡	- US\$78
	   附屬卡	- US\$39
		- Ο Ο ψο ο

	信用卡資料概要	
<b>現金貸款手續費</b> ( <u>不適用於</u> 專享卡)	優越理財World Mastercard/ 白金卡/金卡/普通卡/ 美元Visa金卡	次現金貸款透支金額的3.5% 最低 HK\$100/US\$13)
		次現金貸款透支金額的3.5% 最低人民幣100元)
<b>外幣兑換手續費</b> ( <u>不適用於</u> 人民幣信用卡及專享卡)	如非以港元或美元(只適用於美元Visa金·1.95%/1.2%(只適用於銀聯信用卡)	卡) 為交易貨幣,每次交易將收取
<b>以港幣支付外幣簽賬的有關費用</b> ( <u>不適用於</u> 銀聯信用卡及人民幣信用卡)	客戶在外地消費時,有時候可選擇以港幣支付外幣簽賬。此選項屬海外商戶的直接安排,而非由信用卡發卡機構提供。客戶應於簽賬前向該商戶查詢有關滙率及手續費的詳情,因為以港幣支付外幣簽賬,所涉及的費用可能會較以外幣簽賬的手續費為高。	
逾期費用	優越理財World Mastercard/ 最低 白金卡/金卡/普通卡 每次次	戶未能於到期還款日或之前繳付還款額,則須另繳付逾期費用, 為 <b>HK\$300</b> 或相等於最低還款額之 (以較低者為準)。
	匡湖遊艇會會員信用卡/ enJoy專享卡 HK\$	戶未能於到期還款日或之前繳付欠,則須另繳付逾期費用,每次為 300/US\$38或相等於總結欠之 (以較低者為準)。
	人民幣信用卡 最低 每次	戶未能於到期還款日或之前繳付還款額,則須另繳付逾期費用, 為 <b>人民幣300</b> 元或相等於最低額之金額(以較低者為準)。
過額費用	優越理財World Mastercard/ 白金卡/金卡/普通卡/ 或以	口之結欠(不包括由銀行收取之)超逾信用限額HK\$180/US\$23 上,則須繳付每月 <b>HK\$180/</b> <b>623</b> 過額費用
	人民幣白金卡/人民幣金卡/       若戶         人民幣信用卡       費用         以上	口之結欠(不包括由銀行收取之)超逾信用限額人民幣180元或 ,則須繳付每月 <b>人民幣180元</b> 費用。
郵寄結單服務年費 <sup>②</sup> (由2018年7月1日起生效)		□ <b>HK\$20/US\$3</b> (每年7月至翌年 □12個月期間)
		口 <b>人民幣 20 元</b> (每年7月至翌年 月12個月期間)
退票/退回自動轉賬費用	• 如於同一月結單有任何退票/退回自動轉賬及其金額超過HK\$120/人民幣120元/US\$16(視乎卡類別而定),則須繳付 <b>HK\$120/人民幣120元/US\$16</b> (視乎卡類別而定)之退票/退回自動轉賬費用一次。	

### 註:

(1) 實際年利率乃依據銀行營運守則之指引計算。實際年利率是一個參考利率,以年化利率展示出包括銀行產品的基本利率及其他費用 與收費。

• 若已收取逾期費用,於同一月結單之退票/退回自動轉賬費用將可獲豁免。

(2) 如客戶的任何一個戶口於每年7月至翌年6月期間收取多於兩份郵寄結單,該戶口將被徵收HK\$20/US\$3/人民幣20元年費。 長者(65歲或以上)、18歲以下人士、領取綜合社會保障援助人士(需提供有關證明)或出示傷殘人士証明文件(例如領取政府傷殘 津貼文件)之人士可獲豁免是項年費。

### 恒生銀行有限公司(「銀行」)

### 致各客戶及其他個別人士關於個人資料(私隱)條例(「條例」)的通知

- 1. 客戶及其他個別人士(包括但不限於銀行/財務服務及銀行融資/信貸便利的申請人,為銀行融資/信貸便利提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、控制人、職員及管理人員、合夥商的合夥人或合夥成員、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人,或與客戶建立了關係的任何其他人士,而該關係關乎客戶及銀行的關係)(統稱「資料當事人」),就各項事宜例如申請開立或延續戶口、建立或延續銀行融資/信貸便利、要求銀行提供有關銀行/財務服務或遵守任何法律或監管或其他機關發出的指引或要求,需不時向銀行提供有關資料。
- 2. 若未能向銀行提供有關資料,會導致銀行無法批准開立或延續戶口、建立或延續銀行融資/信貸便利或提供有關銀行/財務服務。
- 3. 銀行亦會從以下各方收集資料: (i) 資料當事人與銀行日常業務往來中(例如資料當事人開出支票、存款或申請信貸時)、(ii) 代表資料當事人行事的人士提供資料當事人的資料、(iii) 資料當事人使用銀行網站及流動應用程式,包括按照銀行<u>互聯網私隱政策聲明</u>https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh\_HK/privacy\_c.pdf及(iv) 其他來源(例如從信貸資料服務機構獲取資料)。資料亦可能與銀行或任何滙豐集團成員(「**滙豐集團**」一併及分別地指滙豐控股有限公司,其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「**滙豐集團成員**」具有相同涵義)可獲取的其他資料組合或產生。
- 4. 資料可能會作下列用途:
  - (i) 考慮產品及服務申請及向資料當事人提供銀行/財務產品、服務和銀行融資/信貸便利之日常運作;
  - (ii) 在資料當事人申請信貸時進行的信貸調查,及通常每年進行一次或以上的定期或特別審查;
  - (iii) 編製及維持銀行的信貸評分模式;
  - (iv) 協助其他財務機構作信貸審查及債務追討;
  - (v) 確保資料當事人的信用維持良好;
  - (vi) 為資料當事人設計銀行/財務服務或有關產品;
  - (vii) 不時分析資料當事人如何查閱及使用銀行的服務,包括銀行網站及流動應用程式上所提供的服務;
  - (viii) 為宣傳及推廣服務、產品及其他促銷標的(包括與直接促銷相關連的,詳情請參閱以下第7段);
  - (ix) 確定銀行對資料當事人或資料當事人對銀行的債務;
  - (x) 執行資料當事人向銀行應負責任,包括但不限於向資料當事人及向為資料當事人的責任提供抵押或擔保的人士追討欠款;
  - (xi) 遵守銀行或其任何分行或任何滙豐集團成員就以下各項負上或與之有關的責任、要求或安排(不論強制或自願性質);
    - (a) 現在及將來於香港特別行政區(「**香港**」)境內或境外存在的任何法律、法規、判決、法院命令、自願守則、制裁制度(「**法律**」)(例如税務條例及其條文,包括有關自動交換財務帳戶資料):
    - (b) 現在及將來於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關,或財務服務供應商的自律監管或行業組織或協會 所提供或發出的任何指引、指導或要求,及任何國際指引、內部政策或程序(例如稅務局所提供或發出的指引或指導,包括有關自動交換 財務帳戶資料);
    - (c) 對滙豐集團整體或任何部分具有司法權限的本地或外地法律、監管、司法、行政、公營或執法機關,或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關,或財務服務供應商的自律監管或行業組織或協會或彼等的任何代理(統稱及各稱「**權力機關**」)向銀行或其任何分行或任何滙豐集團成員施加的、與彼等訂立的或適用於彼等的任何現在或將來的合約或其他承諾:或
    - (d) 權力機關之間的任何協議或條約;
  - (xii) 遵守滙豐集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於滙豐集團內共用資料及資訊及/或資料及 資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排;
  - (xiii) 採取任何行動以遵守銀行或任何滙豐集團成員的責任以符合與下述事宜有關的法律或國際指引或監管要求:有關偵測、調查及預防清洗黑錢、 恐怖分子融資活動、賄賂、貪污、逃税、欺詐、逃避經濟或貿易制裁及/或規避或違反有關此等事宜的任何法律的任何行為或意圖;
  - (xiv) 遵守銀行或任何滙豐集團成員的任何責任,以符合權力機關的任何指令或要求;
  - (xv) 使銀行的實質或建議受讓人,或銀行對資料當事人權益的參與人或附屬參與人,能對有關擬進行的轉讓、參與或附屬參與的交易作出評核;
  - (xvi) 與接受由銀行發出的信用卡的商號(下稱「各商號」)及各聯營機構交換資料;
  - (xvii) 就任何卡交易,與各商號的收單財務機構核實資料當事人的身分;及
  - (xviii) 與上述有關的用途。
- 5. 銀行或滙豐集團成員會將資料當事人的資料保密,但銀行或滙豐集團成員可能會將有關資料提供予下列各方(不論於香港境內或境外)作以上第4段 所述的用途:
  - (i) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問);
  - (ii) 任何就銀行業務運作向銀行提供行政、電訊、電腦、付帳、債務追討或證券結算或其他服務的第三方服務供應商(包括彼等的僱員、董事及職員);
  - (iii) 任何權力機關;
  - (iv) 任何對銀行有保密責任的其他人士,包括就有關資料對銀行有保密承諾的滙豐集團成員;
  - (v) 付款銀行向發票人提供已兑現支票影本(該影本可能載有關於收款人的資料);

- (vi) 代表個別人士行事提供該個別人士資料的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、客戶擁有證券權益的公司(如該等證券由銀行或任何滙豐集團成員持有),或向客戶的戶口作出任何付款的人士;
- (vii) 信貸資料服務機構,如資料當事人欠帳時則可將該等資料提供予債務追收代理;
- (viii) 銀行或其任何分行或任何滙豐集團成員就有關第4(x)、4(xi)或4(xii)段所載目的而有責任或必須或被預期向其作出披露的任何人士;
- (ix) 銀行的任何實質或建議受讓人,或就銀行對資料當事人權益的參與人或附屬參與人或承轉人;
- (x) 各商號的收單財務機構;及
- (xi) (a) 任何滙豐集團成員;
  - (b) 第三方財務機構、承保人、信用卡公司、證券及投資服務供應商;
  - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號;
  - (d) 銀行及/或任何滙豐集團成員之合作品牌夥伴(該等合作夥伴名稱會於有關服務及產品的申請表格 F 列明):
  - (e) 慈善或非牟利機構;及
  - (f) 銀行就以上第4(vii)段所述的用途而任用的第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。

有關資料可能轉移至香港以外。

- 6. 就資料當事人(不論以借款人、按揭人或擔保人身分,以及不論以資料當事人本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的 按揭有關的資料,銀行可能會把下列資料當事人資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構:
  - (i) 全名;
  - (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人,及以資料當事人本人單名或與其他人士聯名方式);
  - (iii) 香港身分證號碼或旅遊證件號碼或公司註冊證明書號碼;
  - (iv) 出生日期或公司成立日期;
  - (v) 通訊地址或註冊辦事處地址;
  - (vi) 就每宗按揭的按揭帳戶號碼;
  - (vii) 就每宗按揭的信貸種類;
  - (viii) 就每宗按揭的按揭帳戶狀況(如:生效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳);及
  - (ix) 就每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構會使用上述由銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身分,及不論以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有按揭的宗數,並存於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

### 7. 在直接促銷中使用資料

當資料當事人為此目的而向銀行給予同意,銀行可將其資料作直接促銷用途。就此,請注意:

- (i) 銀行可能使用以下類別的資料作直接促銷用途:
  - (a) 銀行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、交易地點、財務背景及人口統計數據用於直接 促銷;及
  - (b) 資料當事人不時使用銀行網站、流動應用程式的相關資料,不論是透過cookies或其他方式收集;
- (ii) 可用作促銷下列類別的服務、產品及促銷標的:
  - (a) 財務、保險、信用卡、銀行及相關服務及產品;
  - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品;
  - (c) 銀行及/或任何滙豐集團成員的合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明):及
  - (d) 為慈善及/或非牟利用途的捐款及捐贈;
- (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求:
  - (a) 任何滙豐集團成員;
  - (b) 第三方財務機構、承保人、信用卡公司、證券及投資服務供應商;
  - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號;
  - (d) 銀行及/或任何滙豐集團成員之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明):及
  - (e) 慈善或非牟利機構;
- (iv) 除由銀行促銷上述服務、產品及促銷標的以外,銀行亦擬將以上第(7)(i)段所述的資料提供予恒生銀行集團的其他成員公司,以供該等人士在 促銷該等服務、產品及促銷標的中使用,而銀行為此用途須獲得資料當事人書面同意(包括表示不反對);

如資料當事人不希望銀行如上述使用其資料或將其資料提供予恒生銀行集團的其他成員公司作直接促銷用途,資料當事人可通知銀行行使其選擇權 拒絕促銷。

- 8. 根據條例規定及按其認可及發出的個人信貸資料實務守則,任何資料當事人均有權:
  - (i) 查核銀行是否持有其個人的資料及有權查閱有關的資料;
  - (ii) 要求銀行對其不準確的個人資料作出更正;
  - (iii) 查悉銀行對資料的政策及實務,並獲知銀行持有其個人資料的類別;

- (iv) 查詢並獲銀行告知何等資料會經常向信貸資料服務機構或債務追收代理披露,及獲銀行提供進一步資料,藉以向有關信貸資料服務機構或債務 追收代理提出查閱及改正資料要求;及
- (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問,包括任何帳戶還款資料),於全數清還欠帳後結束帳戶時,指示銀行要求信貸資料服務機構自其資料庫中删除該等帳戶資料,但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額,上次報告期間(即緊接銀行上次向信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額,剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數,清還過期欠款的日期,及全數清還拖欠為期超過60日的欠款的日期(如有))。
- 9. 如帳戶出現任何拖欠還款情况,除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇帳(因破產令導致撇帳除外),否則帳戶還款資料(定義見以上第(8)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- 10. 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳,不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款,該帳戶還款資料(定義見以上第(8)(v)段))會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年,或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情况為準)。
- 11. 根據條例規定,銀行有權就處理任何資料查閱的要求收取合理費用。
- 12. 任何關於資料查閱或資料更正,或關於資料政策及實務或資料種類等要求,應向下列人士提出:

恒生銀行有限公司

資料保護主任

香港德輔道中83號

傳真: (852) 2868 4042

- 13. 銀行在批核信貸申請時,可能參考由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取有關報告,可要求銀行提供有關 信貸資料服務機構的聯絡詳情。
- 14. 本通知不會限制資料當事人在條例下所享有的權利。

生效日期:2014年6月15日(於2018年9月更新)

\* 適用於2014年6月16日或之後與銀行建立關係,或其他已同意本通知版本的客戶及其他個別人士。若閣下於2014年6月16日之前與銀行建立關係 且未有同意本通知版本,請參閱:

https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh HK/notice c 2013.pdf

註:中文本與英文本如有歧義,概以英文本為準。

### 章則所訂之主要責任及義務

現謹將根據恒生信用卡之個別章則使用有關卡之主要責任及義務臚列如下,敬請留意。閣下務請細閱恒生信用卡之使用章則全文,有關章則文本可在各分行索取。

- 1. 閣下需合理謹慎保管恒生信用卡、個人識別密碼(「私人密碼」)及/或e-shopping卡戶口號碼(如適用)。於接獲通知或懷疑有關恒生信用卡遺失或「私人密碼」/e-shopping卡戶口號碼被擅自披露或被竊時,閣下需在合理切實可行範圍內盡快向恒生銀行有限公司(「恒生」)報失。
- 2. 倘閣下作出欺詐行為、嚴重疏忽或未能履行以上第1項條文所述之責任,則閣下需對因使用恒生信用卡、「私人密碼」及/或 e-shopping 卡戶口號碼(如適用)而引起之一切未經授權交易及「恒生」所蒙受之損失負責。
- 3. 在「恒生」要求下,閣下需盡速償還閣下之恒生信用卡賬戶欠款。
- 4. 閣下需承擔「恒生」在執行章則以及追討閣下拖欠「恒生」款額所合理產生之一切費用及支出。
- 5. 倘任何恒生信用卡結單有任何不符,閣下需在結單日起六十日內通知「恒生」。
- 6. 「恒生」有權修訂章則,以及就使用恒生信用卡更改收費及徵費,並會於生效日期前不少於六十日發出通知。倘閣下於指定之生效日後繼續使用恒生信用卡或持有恒生信用卡,有關修訂及更改將對閣下具有約束力。閣下倘不同意有關修訂或更改,可根據章則選擇終止恒生信用卡。
- 7. 閣下在收到恒生信用卡後需立即在卡上簽名。
- 8. 閣下需對「恒生」收到有關恒生信用卡/e-shopping卡戶口號碼/「私人密碼」之遺失或被竊或被擅自披露之通知前之一切未經授權卡交易負責,惟最高不多於適用法律及規例所定之數額。然而,閣下對於「恒生」實際收到「私人密碼」之遺失或被竊或被擅自披露之通知前因使用有關「私人密碼」所產生之一切未經授權現金貸款、提款、轉賬及交易均需負責。
- 9. 閣下需準時償還欠款,以避免支付額外利息及財務費用。倘「恒生」在到期付款日或以前尚未收到有關恒生信用卡結單所示之最低還款額,則閣下需額外支付逾期費用。
- 10. 主卡會員需對本身及各附屬卡會員之一切債項及債務負責,而附屬卡會員則僅需對本身之債項及債務負責。
- 11. 「恒生」有權以主卡會員賬戶之貸方結餘,清償或低償主卡會員及/或任何附屬卡會員拖欠「恒生」之債項及債務。「恒生」僅會以附屬卡會員賬戶之 貸方結餘清償或抵償附屬卡會員拖欠「恒生」之債項及債務。
- 12. 每位使用「自選影像」Mastercard 卡服務之會員需保證,使用有關照片並不侵犯任何人士之權利,而會員違反此項保證,需對「恒生」因此而產生 之一切法律責任作出彌償。
- \*中文譯本僅供參考,文義如與英文本有歧異,概以英文本為準。

恒生銀行有限公司

## Terms and Conditions of University/College Affinity Credit Cards Full-time University/Tertiary Students Promotion

### **General Terms and Conditions**

- 1. The promotion period is from 1 January 2021 to 30 June 2021 ("Promotion Period").
- 2. All the rewards are only applicable to:
  - a. Customers who submit applications via the designated website hangseng.com/cu\_promo ("Designated Website").
  - b. **New credit card customers** who do not currently hold and/or have held any Hang Seng Credit Card principal cards in the past 12 months and are **full-time university/tertiary students** aged 18 or above, and who apply for City University of Hong Kong Credit Card, Hong Kong Baptist University Credit Card, The Chinese University of Hong Kong Credit Card, School of Continuing and Professional Studies CUHK Credit Card and The Hang Seng University of Hong Kong Credit Card ("University/College Affinity Credit Card") ("Eligible Customers").
- 3. <u>Customers who have repeatedly applied for/cancelled the application of University/College Affinity Credit Card will not be entitled to the rewards. If the customer has received the relevant welcome rewards, a handling fee of **an equivalent amount** will be charged and will be deducted directly from the Customer's credit card account.</u>
- 4. None of the rewards can be used in conjunction with any other rewards and returned, exchanged for cash and/or any other rewards.
- 5. Hang Seng Credit Card Cash Dollars ("Cash Dollars"), as mentioned on these Terms and Conditions, will be credited to the Hang Seng credit card accounts of the Eligible Customers. If Eligible Customers have one or more than one Hang Seng Credit Card accounts, the Cash Dollars will be credited to the Hang Seng Credit Card accounts with the highest Cash Dollars balance. Eligible Customers must have an applicable Hang Seng Credit Card Principal Card. The application must be successfully approved one month before the crediting of the relevant Cash Dollars in order to be eligible for the Cash Dollars rewards. If the application for the Credit Card is not approved, the Eligible Customers will not be offered any Cash Dollars. Upon the crediting of the Cash Dollars, the relevant Credit Card accounts must still be valid and with good credit records.
- 6. All the Cash Dollars offers are not applicable to Hang Seng enJoy Card, Hang Seng Supplementary Card, Business Card, Commercial Card, USD Visa Gold Card, UnionPay RMB Diamond Commercial Card, Renminbi Credit Card, Spending Card, e-shopping Mastercard and Private Label Card. The Cash Dollars cannot be transferred or converted into cash. The use of Cash Dollars is subject to the Terms and Conditions of the Hang Seng Credit Card Membership Rewards Programme. For details, please call the 24-hour Hang Seng Credit Card Marketing Enquiry Hotline at 2998 6899.
- 7. The Bank reserves the right to suspend, vary or discontinue the relevant reward(s), and amend the terms and conditions for such reward(s) at any time without prior notice. In case of any disputes, the decision of the Bank shall be final.
- 8. No person other than the Customer and the Bank (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provision of these Terms and Conditions.
- 9. These Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 10. These Terms and Conditions are subject to prevailing regulatory requirements.

### **Specific Terms and Conditions of Welcome Rewards**

- 11. Customers can get the Welcome Reward of \$200 Cash Dollars if they successfully apply for University/College Affinity Credit Card during the Promotion Period, and accumulate transaction amount of HKD1,000 or above with the card within 60 days from the issue date of the credit card.
- 12. To be entitled to the extra \$100 Cash Dollars, customers are required to apply for University/College Affinity Credit Card via Designated Website and be successfully approved during the Promotion Period and fulfilled the designated spending requirement of the Welcome Reward.
- 13. Each Eligible Customer can only enjoy the above Welcome Rewards once.
- 14. When customers achieve the designated spending requirement, Cash Dollars reward will be credited to the relevant credit card account of the Principal Card customers within 2 months upon fulfillment of the spending requirement(s). The eligible credit card account must be still valid and in good standing when the relevant Cash Dollars are granted.
- 15. The accumulated transaction amount is based on the net retail spending amount of eligible transactions, which means the final amount charged to the Designated Credit Cards concerned. Eligible retail spending amount does not include the deducted amount from the use of discount offers and/or Cash Dollars/Merchant Dollars, any unposted purchase by Interest-free Instalment Plan at any merchant, cash advance, handling fee for cash advance, annual fee/service fee, finance charges, late charges, tax bill payment, Credit Card online bill payments (including but not limited to water bills, electricity bills, insurance premiums, payments to other banks and credit cards, etc.), Cash Instalment Plan, Spending Instalment Plan, Tax Instalment Plan, Balance Transfer Plan, Octopus Automatic Add Value Service transactions (including via e-wallet/other method to top up Smart Octopus), purchase and/or reload of stored value cards or e-wallets, purchase of products/services at financial/non-financial institutions (including but not limited to, foreign currency, money orders, travellers' cheques, deposits and money transfers), balance transfers, purchases of casino chips, and transactions which are unposted/unauthorized/cancelled/refunded/found to be fraudulent. Hang Seng will determine the eligibility of all welcome offers based on transaction records held by Hang Seng. In case of discrepancy, Hang Seng's records shall be final and conclusive.

### **Specific Terms and Conditions of Credit Card Annual Fee Waiver**

- 16. Customers who successfully apply for a University/College Affinity Credit Card will enjoy a perpetual annual fee waiver. Applicants currently and in the past 6 months holding any personal Hang Seng Credit Card Principal Card issued by the Bank are only entitled to a 7-year annual fee waiver.
- 17. For offer details, terms and conditions, please visit hangseng.com/aucards.



### Important Notes & Applicant's Declaration

### **Important Notes**

- 1. Principal Card Applicant(s) must reside in Hong Kong and be at least 18 years of age with minimum annual income of HK\$150,000 or above (Except Full-time University/Tertiary Students). Supplementary Card Applicant(s) must reside in Hong Kong and be at least 16 years of age. If the Supplementary Card Applicant(s) is/are aged below 18, the Principal Card Applicant must be his/her parent or guardian. (Supplementary Card is not applicable to Full-time University/Tertiary Students)
- 2. If the Applicant and the Supplementary Card Applicant (if applicable) (collectively referred to as "applicant(s)") is/are an existing customer of Hang Seng Bank Limited ("Hang Seng") and unable to provide the information as requested on application form, Hang Seng will process the application according to his/her record at Hang Seng. If the applicant(s) would like to update his/her personal particulars, please bring along the relevant documentary proof and visit any Hang Seng Bank branches.
- 3. Principal Card customer can only enjoy a Perpetual Annual Fee Waiver on one Hang Seng Credit Card (except The Hong Kong Jockey Club Membership Card, Hang Seng Prestige World Mastercard®, Hang Seng enJoy Card, Hang Seng MPOWER Card and Hang Seng UnionPay Platinum Card). Principal Card Applicant who does not currently own and/or has not owned any personal Credit Card Principal Card issued by Hang Seng in the past 6 months, and who is applying for his/her first Hang Seng Credit Card, will be entitled to a Perpetual Annual Fee Waiver on both Principal Card and Supplementary Cards applied at the same time; otherwise, only 1-year Annual Fee Waiver will be offered (applicable to general customers)/7-year annual fee waiver (applicable to Full-time University/Tertiary Students); Supplementary Card application is not applicable to Full-time University/Tertiary Students Principal Card customers.
- 4. Hang Seng may ask for additional documents at the year of graduation in handling card renewal.
- 5. The annual fee for Platinum Card is HK\$1,500 and HK\$750 for each Supplementary Card. The annual fee for Gold Card is HK\$600 and HK\$300 for each Supplementary Card; annual fee for Classic Card is HK\$300 and HK\$150 for each Supplementary Card.
- 6. Finance charge for retail purchase and interest rate on cash advance:
  - Finance charge for retail purchase: 2.62% per month (annualised percentage rate 34.97%)
  - Interest rate on cash advance: 2.62% per month (annualised percentage rate 38.37%)

The above annualised percentage rates (APR) are calculated according to the standard method set out in the Code of Banking Practice and the applicable annual fee (if any) is not included in the APR calculation. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate. In case of any failure to repay the minimum payment amount by payment due date stated on the relevant credit card statement, Hang Seng reserves the right to vary or increase the above interest rate to the rate specified and notify you from time to time. For details of other service charges, please ask any Hang Seng Bank branch staff.

- 7. In case of any disputes, the decision of Hang Seng shall be final.
- 8. The remuneration packages of Hang Seng direct sales staff and authorised agents (including basic salary and incentive) are based on the performance of various aspects, and not only sales-oriented.
- 9. Hang Seng reserves the final decision to the approval of Hang Seng Credit Card and credit limit.

### **Applicant's Declaration**

- 1. The Applicant undertakes to advise Hang Seng if the Applicant is currently (or was during the last twelve months) a director, chief executive or substantial Shareholders of Hang Seng or its subsidiaries (note); or he or she is 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 above 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. The Applicant(s) confirm(s) that, as of the date of the application form, the Applicant(s) or the government department of HKSAR in which the Applicant(s) is/are working has/have no official dealings with Hang Seng and the Applicant(s) undertake(s) to inform Hang Seng promptly in writing if the Applicant(s) or the government department in which the Applicant(s) is/are working will later become involved in any official dealings with Hang Seng.
- 3. The Applicant(s) also confirm(s) that (i) the Applicant(s) did not own any credit card that was cancelled due to default payment; (ii) the Applicant(s) currently do(es) not have any overdue payment in respect of any of the Applicant(s)' indebtedness; and (iii) there is no bankruptcy order made against the Applicant(s) and the Applicant(s) is/are not in the process of petitioning for bankruptcy nor has/have any intention to do so.
- 4. The Applicant(s) confirm(s) that all of the information provided in the application form is true, correct and complete in all aspects and each of them authorizes the other party to submit his/her information/documents on his/her behalf to Hang Seng and agree(s) that Hang Seng may use such information for such purposes as set out in the statements, cirulars, notices or terms and conditions relating to the use and disclosure of personal data made available by Hang Seng to customers from time to time. The Applicant(s) authorise(s) Hang Seng to communicate and to exchange such information with whatever sources Hang Seng may consider appropriate for the purpose of verifying the same. The Applicant(s) further undertake(s) to notify Hang Seng promptly in writing whenever there are any changes to any of such information.
- 5. The Applicant(s) acknowledge(s) and agree(s) that irrespective of whether the Applicant(s)' application(s) is/are subsequently withdrawn or rejected, all personal data and information with respect to the Applicant(s) and an individual which are provided by the Applicant(s) and/or such individual at the request of Hang Seng or collected in the course of dealings between the Applicant(s) or such individual 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 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 Applicant(s) and other individuals from time to time. The Applicant(s) also acknowledge(s) and agree(s) 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 institutions: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts.

### Important Notes & Applicant's Declaration

- 6. The Applicant(s) further acknowledge(s) and agree(s) 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 the Applicant(s), and/or the relevant individual, and provide banker's or credit references in respect of the Applicant(s) and/or such individual.
- 7. In the case where a guarantee/third party security, whether limited or unlimited in amount, has been or is presently issued in Hang Seng's favour in respect of any or all liabilities of the Applicant(s) owed to Hang Seng, the Applicant(s) agree(s) that Hang Seng may from time to time provide the guarantor/provider of third party security with any data, details or information (including any of the Applicant(s)' Data) relating to any loan/banking/credit facilities extended by Hang Seng to the Applicant(s) for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security.
- 8. The Applicant(s) agree(s) that they could be entitled to the Welcome Offer(s) (if applicable) only if they had fulfilled relevant requirements. For details, please refer to relevant promotional leaflets.
- 9. The Applicant(s) agree(s) that Hang Seng may send a repayment reminder (when necessary) in the form of text message, according to the mobile telephone number provided by the Applicant(s)/recorded within Hang Seng.
- 10. For applicants of The Chinese University of Hong Kong Credit Card

The Applicant authorises Hang Seng to disclose to The Chinese University of Hong Kong ("CUHK") from time to time any data and information related to me, the data and information will be used for the purposes of verifying my identity as alumni, establishment and operation of my credit card accounts, and/or providing privileges to the Applicant when the Applicant access the campus facilities in CUHK. Applicant also authorises CUHK to provide the related personal data of the applicant(s) to the Bank for the purpose of the application of the credit card.

 $Hang \ Seng \ and \ CUHK \ reserve \ the \ right \ of \ final \ decision \ on \ the \ course \ eligibility \ and \ status \ of \ student, \ alumnus, \ staff \ and \ associate \ member.$ 

### For applicants of School of Continuing & Professional Studies CUHK Credit Card

The Applicant authorises Hang Seng to disclose to School of Continuing & Professional Studies The Chinese University of Hong Kong ("SCS CUHK") from time to time any data and information related to me, the data and information will be used for the purpose of verifying my identity as alumni and establishment and operation of my credit card accounts. Applicant also authorises SCS CUHK to provide the related personal data of the applicant(s) to the Bank for the purpose of the application of the credit card.

Hang Seng and CUHK reserve the right of final decision on the course eligibility and status of student, alumnus and staff.

### For applicants of Hong Kong Baptist University Credit Card

The Applicant authorises Hang Seng to disclose to Hong Kong Baptist University ("HKBU") from time to time any data and information related to me, the data and information will be used for the purpose of verifying my identity as alumni, and establishment and operation of my credit card accounts. Applicant also authorises HKBU to provide the related personal data of the applicant(s) to the Bank for the purpose of the application of the credit card.

Hang Seng and HKBU reserve the right of final decision on the course eligibility and status of student, alumnus, staff and associate member.

### For applicants of City University of Hong Kong Credit Card

The Applicant authorises Hang Seng to disclose to City University of Hong Kong ("CityU") from time to time any data and information related to me, the data and information will be used for the purpose of verifying my identity as alumni, and establishment and operation of my credit card accounts. Applicant also authorises CityU to provide the related personal data of the applicant(s) to the Bank for the purpose of the application of the credit card.

Hang Seng and CityU reserve the right of final decision on the course eligibility and status of student, alumnus, staff and associate member.

### For applicants of The Hang Seng University of Hong Kong Credit Card

The Applicant authorises Hang Seng to disclose to The Hang Seng University of Hong Kong ("HSUHK") from time to time any data and information related to me, the data and information will be used for the purpose of verifying my identity as alumni, and establishment and operation of my credit card accounts. Applicant also authorises HSUHK to provide the related personal data of the applicant(s) to the Bank for the purpose of the application of the credit card.

Hang Seng and HSUHK reserve the right of final decision on the course eligibility and status of student, alumnus, staff and associate member.

- 11. The Applicant(s) confirm(s) that this card application was not referred by a third party.
- 12. The English version of these terms and conditions shall prevail whenever there is a discrepancy between the English and Chinese versions.

### **Document Required for Application**

You can also submit document via the website of Hang Seng, hangseng.com/card (select "Additional Service/Other inform Documents Here"). All documents including the enclosed application form supplied are not returnable.	'
☐ The copies of Hong Kong Identity Card/Hong Kong Permanent Identity Card/Passport	
☐ Full-time University/Tertiary Student ID Card or any documentary proof showing course of study and student identity v	with graduation year
☐ If the Applicant is a non-Hong Kong Permanent Identity Cardholder, please provide 2 sides copies of your HKID and Exit-entry Permit for Travelling to and from Hong Kong and Macao, and Home Country Identification Document copy.	passport, or copies of
☐ If permanent address of the Applicant is different from his/her residential address, please attach permanent address p	roof.

Hang Seng Bank Limited

Member HSBC Group

Note: Hang Seng reserves the right to request customers to provide relevant true copies and/or additional proof.

## **Credit Card Key Facts Statement**

Gredit Gard Key Facts Statement				
Finance Charge				
Annualised Percentage Rate ("APR") (1) for Retail Purchase	34.97% when you open your acc No finance charge will be levied if before the Payment Due Date. If or rate(s) applicable to the Customer of the existing balance and to all ne to retail purchase, instalment of a etc, except cash advance) made pr be calculated from the date of trai	full payment of outstandin nly partial payment is made is account will be applied to ew credit card transactions ( all kinds of instalment plan ior to the next statement da	g balance is made on o e, a finance charge at the the outstanding amoun including but not limited s, any fees and charges ate. Finance charges wil	
APR <sup>(1)</sup> for Cash Advance ( <b>Not applicable</b> to Private Label Card)	<b>38.37%</b> when you open your account and it will be reviewed from time to time. For cash advances, an interest at the rate(s) applicable to the Customer's account will be calculated from the date of such advances to a date on which payment is received.			
Past Due APR (1) (Not applicable to Visa Infinite Card, World Mastercard and Private Label Card)	Finance charges for retail purchase will be adjusted to <b>40.53%</b> , effective after the Closing Date of the statement issued immediately after the second past due, if the Customer fails to repay the Minimum Payment Amount on or before Payment Due Date (i.e. past due) for the Customer's credit card account twice or more in the past 6 months. Interest of cash advance will be adjusted to <b>44.62%</b> , effective after the Closing Date of the statement issued immediately after the second past due, if the Customer fails to repay the Minimum Payment Amount on or before Payment Due Date (i.e. past due) for the Customer's credit card account twice or more in the past 6 months. If there is no past due for 6 consecutive months, original rate will be charged effective after the Closing Date of the statement for the 6 <sup>th</sup> month.			
Interest Free Period	Up to 56 days	<del>                                     </del>		
Minimum Payment Amount (Not applicable to World Mastercard, USD Visa Gold Card and Private Label Card)	The Minimum Payment Amount is HK\$300/CNY300 (subject to card type) or the sum of items (i) to (iv) below (whichever is higher): (i) all fees and charges (including finance charges and annual fees); (ii) any overdue Minimum Payment Amount; (iii) amount exceeding the prescribed credit limit after deducting the amount of items (i) and (ii) from the New Balance; and (iv) 1% of the New Balance after deducting the amount of items (i) to (iii).			
Fees & Charges				
Annual Fee	Visa Infinite Card/ World Mastercard	Principal Card Supplementary Card	- HK\$6,000 - HK\$1,000	
	Platinum Card	Principal Card	- HK\$1,500	

nual Fee			
	Visa Infinite Card/ World Mastercard	Principal Card Supplementary Card	- HK\$6,000 - HK\$1,000
	Platinum Card	Principal Card Supplementary Card	- HK\$1,500 - HK\$750
	Gold Card	Principal Card Supplementary Card	- HK\$600 - HK\$300
	Classic Card	Principal Card Supplementary Card	- HK\$300 - HK\$150
	Renminbi Credit Card - Platinum Card - Gold Card - Classic Card	Principal Card Supplementary Card Principal Card Supplementary Card Principal Card Supplementary Card	- CNY1,500 - CNY750 - CNY600 - CNY300 - CNY300 - CNY150
	USD Visa Gold Card	Principal Card Supplementary Card	- US\$78 - US\$39

Credit Card Key Facts Statement			
Cash Advance Handling Fee (Not applicable to Private Label Card)	Visa Infinite Card/World Mastercard/ Prestige World Mastercard/ Platinum Card/Gold Card/ Classic Card/USD Visa Gold Card	3.5% of the cash advance amount (minimum HK\$100/US\$13) per cash advance transaction	
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	3.5% of the cash advance amount (minimum CNY100) per cash advance transaction	
Foreign Currency Conversion Fee (Not applicable to Renminbi Credit Card and Private Label Card)	1.95%/1.2% (only applicable to UnionPay Credit Card) of every transaction effected in currencies other than Hong Kong Dollars or US Dollars (only applicable to USD Visa Gold Card)		
Fee Relating to Settling Foreign Currency Transaction in Hong Kong Dollars (Not applicable to UnionPay Credit Card and Renminbi Credit Card)	Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of fees to be applied before the transactions are entered into as settling foreign currency transactions in Hong Kong Dollars may involve a cost higher than the foreign currency transaction handling fee.		
Late Charge	Visa Infinite Card/ Prestige World Mastercard/ Platinum Card/Gold Card/ Classic Card	If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of <b>HK\$300</b> or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.	
	World Mastercard/ USD Visa Gold Card/Club Marina Cove Membership Credit Card/ enJoy Private Label Card	If the Customer fails to make full payment of the New Balance on or before the Payment Due Date, a late charge of <b>HK\$300/US\$38</b> or an amount equal to the New Balance (whichever is lower) will be levied each time.	
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of <b>CNY300</b> or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.	
Overlimit Fee	Visa Infinite Card/World Mastercard/ Prestige World Mastercard / Platinum Card/Gold Card/ Classic Card/USD Visa Gold Card/ Club Marina Cove Membership Credit Card/enJoy Private Label Card	An overlimit fee of <b>HK\$180/US\$23</b> per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by HK\$180/US\$23 or above.	
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	An overlimit fee of <b>CNY180</b> per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by CNY180 or above.	
Paper Statement Service Annual Fee (2) (Effective from 1 July 2018)	Prestige World Mastercard/ Platinum Card/Gold Card/ Classic Card/USD Visa Gold Card/ Spending Card	HK\$20/US\$3 per account (for every 12 months period from July to June of the following year)	
	Renminbi Platinum Card/ Renminbi Gold Card/ Renminbi Credit Card	CNY20 per account (for every 12 months period from July to June of the following year)	

## **Credit Card Key Facts Statement**

## Returned Cheque/Autopay Reject Handling Fee

- A returned cheque/autopay reject handling fee of HK\$120/CNY120/US\$16 (subject to card type) will be charged once on the same statement if there is any returned cheque/autopay reject amount more than HK\$120/CNY120/US\$16 (subject to card type).
- Returned cheque/autopay reject handling fee will be waived if late charge is levied on the same statement.

### Note:

- (1) The Annualised Percentage Rates ("APR") are reference rates calculated according to the standard method set out in the Code of Banking Practice. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate.
- (2) A fee of HK\$20/US\$3/CNY20 per account will be charged if customers receive more than 2 paper statements for every 12 months from July to June of the following year. Exemptions apply to senior citizens (aged 65 or above), customers aged below 18, recipients of Comprehensive Social Security Assistance (supporting documents required) or persons who present a proof of disability document (e.g. document of receiving government disability allowance).

## Hang Seng Bank Limited (the "Bank") Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

- 1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer's relationship with the Bank) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- 2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
- 3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects' use of the Bank's websites and apps, including in accordance with the Bank's <a href="Internet Privacy Policy Statement">Internet Privacy Policy Statement</a> https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy\_e.pdf and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("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).
- 4. The purposes for which data may be used are as follows:
  - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
  - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (iii) creating and maintaining the Bank's credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of data subjects;
  - (vi) designing banking/financial services or related products for data subjects' use;
  - (vii) analysing how data subjects access and use the Bank's services including services available on the Bank's websites and apps from time to time;
  - (viii) advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
  - (ix)  $\;\;$  determining the amount of indebtedness owed to or by data subjects;
  - (x) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
  - (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
    - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future ("Laws") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (b) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
    - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "Authorities" and each an "Authority") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
    - (d) any agreement or treaty between Authorities;
  - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xiii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters:
  - (xiv) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
  - (xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xvi) exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant") and co-branding partners;
  - (xvii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
  - (xviii) purposes relating thereto.

- 5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
  - (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
  - (ii) any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
  - (iii) any Authorities;
  - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential:
  - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
  - (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4(x), 4(xi) or 4(xii);
  - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
  - (x) any card acquirer of a merchant; and
  - (xi) (a) any member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
    - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - (e) charitable or non-profit making organisations; and
    - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

Such information may be transferred to a place outside Hong Kong.

- 6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
  - (i) full name
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
  - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
  - (iv) date of birth or date of incorporation;
  - (v) correspondence address or registered office address;
  - (vi) mortgage account number in respect of each mortgage;
  - (vii) type of the facility in respect of each mortgage;
  - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

### 7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- (i) the Bank may use the following categories of data for its direct marketing purposes:
  - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background and demographic data of a data subject held by the Bank from time to time; and
  - (b) information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;

- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (a) any member of the HSBC Group;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
  - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.

- 8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
  - (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- 9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- 10. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- 11. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- 12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

Data Protection Officer Hang Seng Bank Limited 83 Des Voeux Road Central Hong Kong Fax: (852) 2868 4042

- 13. The Bank may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- 14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in September 2018)

\* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to:

https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice\_e\_2013.pdf

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

### Principal Liabilities and Obligations under the Terms and Conditions

Principal liabilities and obligations for using the Hang Seng Credit Card under the respective terms and conditions are highlighted below for your particular attention. You must read the FULL VERSION of the terms and conditions governing the use of the Hang Seng Credit Card. The terms and conditions are available at branches for collection.

- 1. You must exercise reasonable care and diligence in safekeeping the Hang Seng Credit Card, the personal identification numbers ("PIN") and/or the e-shopping Card Account Number (if applicable). In the case of any loss, theft or unauthorised disclosure of any of them, you must report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
- 2. You shall be liable for all unauthorised transactions and losses suffered by Hang Seng involving the use of the Hang Seng Credit Card, the PIN and/or the e-shopping Card Account Number (if applicable) if you have acted fraudulently or with gross negligence or failed to fulfil the obligations as set out in Clause 1 above.
- 3. You shall repay promptly the outstanding balance of your Hang Seng Credit Card account upon demand by Hang Seng.
- 4. You shall be responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum you owe to Hang Seng.
- 5. You shall report to Hang Seng any discrepancies in any Hang Seng Credit Card statement within 60 days of the statement date.
- 6. Hang Seng is entitled to amend the terms and conditions, and vary any fees and charges in respect of the use of the Hang Seng Credit Card, subject to a notice of not less than 60 days, which shall be binding on you if you continue to use or retain the Hang Seng Credit Card after the effective date as specified in the notice. You may elect to terminate the Hang Seng Credit Card pursuant to the terms and conditions if you do not agree to such amendments or variations.
- 7. You must sign the Hang Seng Credit Card immediately upon receipt.
- 8. The maximum liability for unauthorised card transaction(s) before the loss, theft and/or unauthorised disclosure of the Hang Seng Credit Cards/ the e-shopping Card Account Number/PIN is reported will be subject to the applicable laws and regulations. However, you are liable for all unauthorised cash advances, withdrawals, transfers and transactions effected with the use of the PIN before we are actually notified of the loss, theft or unauthorised disclosure of the PIN.
- 9. You must repay the outstanding balance on time to avoid payment of interests and finance charges. If Hang Seng does not receive the minimum payment amount as specified in the relevant Hang Seng Credit Card statement on or before the payment due date, an additional late charge shall be payable by you.
- 10. While the principal cardmember is held liable for the debts and liabilities of the principal cardmember and each supplementary cardmember, supplementary cardmember shall only be liable for his/her debts and liabilities.
- 11. Hang Seng is only entitled to apply the credit balance of the principal cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the principal cardmember and/or any supplementary cardmembers to Hang Seng. Hang Seng will only apply the credit balance of the supplementary cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the supplementary cardmember to Hang Seng.
- 12. Each cardmember using the SelectImage Mastercard services has to warrant that the use of the relevant photograph does not infringe the rights of any person and that the cardmember shall indemnify Hang Seng for all liabilities arising from any breach of such warranty.
- \* The Chinese version is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

Hang Seng Bank Limited