

Affinity Card Cardmember Agreement (Individual)

Affinity Card Cardmember Agreement (Individual)

Please read this Agreement carefully before you activate or use any of the Cards or any of the Services (as defined below). Upon activating or using any of the Cards or Services, you will be deemed to have accepted all the terms and conditions contained in this Agreement and will be bound by them.

The Cards are issued, and the Services are provided by Hang Seng Bank Limited, each on and subject to the following terms and conditions:-

1. (a) In this Agreement, unless the context otherwise requires:-

"ATM" means any automated teller machine or automated cash dispenser of Hang Seng or other terminals from time to time announced by Hang Seng;

"ATM PIN" means the personal identification number for the time being assigned by Hang Seng to the Cardmember pursuant to Clause 6 and, where the context requires, includes any such number as may be changed by the Cardmember in accordance with this Agreement;

"Affinity Group" means any company, corporation, organisation, association, club, society or unincorporated body of persons which has entered into an affinity card programme agreement or arrangement with Hang Seng;

"Banking Transaction" means any withdrawal, transfer and/or any other banking transaction (other than cash advance) involving any of the designated accounts of the Cardmember effected with the use of the PIN with or without the Card, at ATMs, CSH or otherwise;

"CSH" means the "Hang Seng Credit Card 24-Hour Customer Service Hotline";

"CSH Services" means the banking, credit card and other account related services from time to time offered by Hang Seng on a 24-hour basis under CSH in accordance with Clause 17;

"Card" means such specialised card as Hang Seng Bank Visa Gold Card, Hang Seng Bank Visa Card, Hang Seng Bank Gold Mastercard® Card, Hang Seng Bank Mastercard Card, Hang Seng Bank JCB Gold Card, Hang Seng Bank JCB Standard Card or (only in the case of a supplementary card) a Private Label Card from time to time issued by Hang Seng either as a principal card or as a supplementary card which carries the identity of an Affinity Group or any design as agreed between Hang Seng and the Affinity Group and is marketed to persons including, without limitation, all or any selected members or customers of such Affinity Group pursuant to the affinity card programme agreement or arrangement between such Affinity Group and Hang Seng;

"Card Association" means each of Mastercard International Incorporated, Visa International Service Association and China UnionPay Company Limited and their respective successors and assigns;

"Card Transaction" means any purchase of goods and/or services or any cash advance effected by the use of the Card or any transaction effected pursuant to the provision of the Services whether the same is authorised by the Cardmember or not (unless Clause 14(b) applies) and, where the context permits, includes e-shopping Card Transactions and Contactless Transactions;

"Cardmember" means any person to whom one or more Cards are issued by Hang Seng and includes any person to whom an e-shopping Card Account Number Hang Seng has assigned (for the avoidance of doubt, e-shopping Card Account Number may only be assigned to a Principal Cardmember) and, where the context permits or requires, includes a Principal Cardmember and a Supplementary Cardmember, and their respective personal representatives and lawful successors;

"Contactless Transactions" means any purchase of goods and/or services effected through contactless payment application (the availability of which is subject to such terms and conditions as Hang Seng and Card Association may from time to time determine) whether the same is authorised by the Cardmember or not (unless Clause 14(b) applies);

"Credit Card Account" means the account opened and maintained by the Cardmember with Hang Seng in accordance with Clause 4 in respect of a Card (and an e-shopping Card Account Number) to which all Card Transactions and all relevant interest, fees, charges, costs and expenses shall be debited;

"Credit Card Phone Service PIN" means the code number for the time being assigned by Hang Seng to the Cardmember for the purpose of identifying the Cardmember when giving Telephone Instructions;

"Credit Card Phone Service PIN for e-shopping Card Account" means the code number for the time being assigned by Hang Seng to the Cardmember (as may be changed by the Cardmember) for the purpose of identifying the Cardmember when giving Telephone Instructions;

"Credit Card Statement" means the monthly statement to be supplied by Hang Seng to the Cardmember in accordance with Clause 9 and which shall be sent by Hang Seng to the Cardmember by whichever means Hang Seng may elect, including without limitations, electronic means;

"Designated Account" means the account (if any) opened and maintained by the Cardmember with Hang Seng for the time being designated by the Cardmember and agreed by Hang Seng for the purpose of making withdrawals of funds in connection with the Services;

"e-shopping Card Account" means a sub-account opened under the Credit Card Account with a credit limit as Hang Seng may determine from time to time at its discretion to which the value of all e-shopping Card Transactions and all relevant interest, fees, charges, costs and expenses shall be debited;

"e-shopping Card Account Number" means the account number assigned by Hang Seng to the Cardmember which enables the Cardmember to make e-shopping Card Transactions which are to be settled under the e-shopping Card Account;



"e-shopping Card Transaction" means any purchase of goods and/or services effected by the use of an e-shopping Card Account Number via Internet, telephone, fax or mail orders or other means as Hang Seng may from time to time determine (as the case may be) whether the same is authorised by the Cardmember or not (unless Clause 14(b) applies);

"Hang Seng" means Hang Seng Bank Limited and its respective successors and assigns;

"Minimum Payment Amount" means such minimum amount of the New Balance as Hang Seng may specify from time to time at its discretion and notify to the Cardmember which shall be paid by the Cardmember to Hang Seng on or before each Payment Due Date;

"New Balance" means the debit balance of the Credit Card Account for any month owed by the Cardmember to Hang Seng in respect of Card Transactions as shall be specified by Hang Seng in the relevant Credit Card Statement;

"Payment Due Date" means the date on which the New Balance is due and payable by the Cardmember to Hang Seng;

"person" includes an individual, firm, company, corporation and an unincorporated body of persons;

"PIN" means any number, code, mark or credential (including an ATM PIN, a Credit Card Phone Service PIN, a Credit Card Phone Service PIN for e-shopping Card Account or other personal identification number, password, or voice print or other biometric credential) that is used by Hang Seng for verifying the identity of a Cardmember for the purpose of providing the Services and handling related matters;

"Principal Cardmember" means any person at whose request and to whom a principal Card is issued by Hang Seng and his personal representative and lawful successors;

"Private Label Card" means a private label card which is linked to a principal Card and which carries the identity of an Affinity Group or any design as agreed between Hang Seng and the Affinity Group and is for use at designated outlets of the Affinity Group only subject to the terms and conditions governing the use of the relevant Private Label Card as Hang Seng may reasonably prescribe from time to time;

"Services" means such other services and products which Hang Seng may offer to the Cardmember from time to time pursuant to Clause 16;

"Supplementary Cardmember" means any person nominated by the Principal Cardmember and to whom a supplementary Card or a Private Label Card is issued by Hang Seng and his personal representative and lawful successors;

"Telephone Instruction" means any instruction in connection with the Services given by the Cardmember to Hang Seng by the use of telephone in such manner as Hang Seng may from time to time prescribe; and

"this Agreement" means this Agreement from time to time in force and all terms and conditions which Hang Seng may specify from time to time pursuant to this Agreement.

- (b) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of this Agreement.
2. The person to whom the Card is issued must sign the Card immediately upon receipt. The Cardmember shall confirm receipt of an e-shopping Card Account Number by means prescribed by Hang Seng from time to time before e-shopping Card Transactions can be effected. The Cardmember shall be fully responsible for any failure or delay in so doing.
 3. The Card is the property of Hang Seng and will be returned to Hang Seng immediately by the Cardmember upon Hang Seng's request.
 4. The Cardmember shall open and maintain a Credit Card Account to the satisfaction of Hang Seng. Hang Seng reserves the right to decline processing or paying any Card Transaction which Hang Seng suspects to be an illegal gambling transaction or any transaction which may be illegal under any applicable laws.
 5. Hang Seng may designate such credit limit to the Credit Card Account or such maximum amounts in respect of the use of the Services as Hang Seng may from time to time determine at its discretion. The Cardmember shall strictly observe such credit limit and maximum amounts (in excess of which the Cardmember shall immediately make good any amount exceeding such credit limit and maximum amounts whenever incurred by payment to Hang Seng whether or not a demand is made in connection therewith and Hang Seng reserves the right to charge a fee for any amount exceeding such credit limit and maximum amounts) but the Cardmember, other than the Supplementary Cardmember, may apply to Hang Seng for a review of the credit limit at any time, subject to Hang Seng's approval of such application.
 6.
 - (a) Hang Seng will assign to the Cardmember an ATM PIN to enable the Cardmember to use the Card at ATMs or any other electronic data transmission terminals and point of sale terminals provided or designated by Hang Seng. Such use of the Card shall be subject to the "ATM Terms and Conditions" from time to time in force and the Cardmember shall be bound by them upon such use.
 - (b) Hang Seng will assign to the Cardmember a Credit Card Phone Service PIN (and a Credit Card Phone Service PIN for e-shopping Card Account if an e-shopping Card Account is opened) to enable the Cardmember to use the CSH Services and/or other Services.
 - (c) As soon as a PIN is assigned by Hang Seng to the Cardmember, it shall remain effective until it is cancelled by, or with the agreement of, Hang Seng. The Cardmember may change the PIN at any time by such means as Hang Seng may prescribe and the new PIN shall take effect immediately.
 - (d) The Card is not transferable and shall be used exclusively by the Cardmember. The Cardmember shall act in good faith, exercise reasonable care and diligence in keeping the PIN and the e-shopping Card Account Number in secrecy and report the loss, theft or misuse in accordance with Clause 14, in particular:-
 - (i) At no time and under no circumstances shall the Cardmember disclose the PIN or transfer the Card and/or the e-shopping Card Account Number to any person (including the staff of Hang Seng) or permit their use by any person (including the staff of Hang Seng);
 - (ii) The PIN advice shall be destroyed after memorizing the PIN;
 - (iii) The Card and the PIN should be kept separately;
 - (iv) The Cardmember shall never write down the PIN on the Card or on anything usually kept with the Card, or write down or record the PIN without disguising it; and
 - (v) Whenever the PIN is changed by the Cardmember, the Cardmember shall not use his Hong Kong Identity Card number or passport number, birthday, telephone number or other easily accessible personal information as the PIN.
 - (e) Hang Seng may use the PIN to verify the identity of a Cardmember when he accesses the Credit Card Account, uses the Services, gives instructions for Card Transactions, Banking Transactions or any other transactions or matters relating to the Card, or obtains information. A PIN may be designated by a Cardmember or Hang Seng, or generated by a security device designated or approved by Hang Seng, or generated from the voice or other biometric data registered by the Cardmember with Hang Seng from time to time.

- (f) The Principal Cardmember shall complete and observe, and shall ensure that each Supplementary Cardmember completes and observes, the steps and conditions specified by Hang Seng in order to generate or register his voice print or other biometric credential with Hang Seng and to use it as a PIN.
7. The Cardmember shall be responsible for all Card Transactions and Banking Transactions (unless Clause 14(b) applies) and all costs and expenses (including, without limitation, legal fees on a full indemnity basis, costs of engaging collection agent(s) and other expenses of reasonable amount) reasonably incurred by Hang Seng in enforcing this Agreement and/or recovering any sum owed by the Cardmember to Hang Seng which may be debited to the Credit Card Account. Subject to Clause 10, the Cardmember shall pay promptly the New Balance on or before the Payment Due Date or otherwise upon demand by Hang Seng. The Cardmember's failure to sign any sales or cash advance voucher will not relieve the Cardmember from liability to Hang Seng in respect thereof.
8. Any cash advance by Hang Seng effected by the use of the Card shall bear interest as from the date of such advance to the date on which Hang Seng actually receives payment (whether before or after judgment) at such rate(s) as Hang Seng may from time to time at its discretion specify and such interest shall be payable monthly in arrears to the debit of the Credit Card Account. Hang Seng reserves the right to charge a handling fee for each cash advance at such rate(s) as Hang Seng may from time to time prescribe at its discretion.
9. (a) Unless otherwise agreed with the Cardmember, Hang Seng will supply Credit Card Statements to the Cardmember at monthly intervals setting out such details (as Hang Seng may from time to time determine) of such Card Transactions effected during the relevant statement period. The Credit Card Statement will also indicate the Minimum Payment Amount and the Payment Due Date. Hang Seng will have the discretion whether to supply a Credit Card Statement if (i) there are no entries covering the relevant statement period and no outstanding balance on the Credit Card Account since the last Credit Card Statement or (ii) where the Card has been cancelled or terminated by Hang Seng or the Cardmember for whatever reason and there is a debit balance in the Credit Card Account overdue for such period considered by Hang Seng to be unacceptable. Without prejudice to the provisions of Clauses 18, 19 and 20, when the Card or the e-shopping Card Account has been cancelled or terminated by either party, it is the duty of the Cardmember to request for an updated Credit Card Statement or to inquire with Hang Seng from time to time on the current outstanding balance of the Credit Card Account or the e-shopping Card Account for repayment purpose and interest shall continue to accrue thereon until full repayment at such rate(s) as prescribed by Hang Seng from time to time.
- (b) Any Credit Card Statement shall be accepted by the Cardmember as correct except to the extent that the Cardmember notifies Hang Seng, in writing, of any alleged error or omission within 60 days from the Credit Card Statement date or Hang Seng notifies the Cardmember of an error. Hang Seng's records shall, in all other respects, be conclusive unless and until the contrary is established. Hang Seng shall be entitled to charge a fee for over three months' statement retrieval.
10. (a) If Hang Seng shall have actually received payment of the Minimum Payment Amount on or before the Payment Due Date, subject to the charging of interest specified in Clause 8 and finance charge specified in Clause 10(c), payment of the outstanding portion of the New Balance may be deferred to the Payment Due Date specified in the immediately following Credit Card Statement.
- (b) If Hang Seng does not actually receive payment of the Minimum Payment Amount on or before the Payment Due Date, an additional late charge shall be payable by the Cardmember at such rate(s) as Hang Seng may from time to time prescribe at its discretion.
- (c) A finance charge at such rate(s) as Hang Seng may from time to time prescribe at its discretion shall be chargeable daily on all sums for the time being outstanding from the Cardmember to Hang Seng:-
- (i) in respect of all Card Transactions other than cash advances and/or
- (ii) being any fees or charges payable by the Cardmember under this Agreement provided always that, if the New Balance in respect of such sums specified in the Credit Card Statement shall have been paid and actually received by Hang Seng in full on or before the Payment Due Date specified in such Credit Card Statement, no finance charge shall be payable in respect thereof.
11. (a) Payment of the New Balance or any part of it may be effected by such means acceptable to Hang Seng and will be accepted subject to Hang Seng's regular business practices and procedures.
- (b) Payments received by Hang Seng in respect of the Credit Card Account will be applied to settle the Minimum Payment Amount first and applied in the following order in or towards payment of
- (i) outstanding interest on cash advances,
- (ii) outstanding finance charges,
- (iii) all relevant interest, fees and charges including but not limited to late charge, annual fee, cash advance handling fee, overlimit fee and replacement card fee specified in the last Credit Card Statement,
- (iv) outstanding amount in respect of cash advances specified in the last Credit Card Statement,
- (v) outstanding amount in respect of purchases of goods and/or services, and monthly instalment of Interest-free Instalment Plan specified in the last Credit Card Statement,
- (vi) all relevant interest, fees and charges including but not limited to late charge, annual fee, cash advance handling fee, overlimit fee and replacement card fee during the current statement period,
- (vii) cash advances made by Hang Seng to the Cardmember during the current statement period and interest thereon;
- (viii) outstanding amount in respect of purchases of goods and/or services, and monthly instalment of Interest-free Instalment Plan during the current statement period; and
- (ix) all any other amount owed by the Cardmember to Hang Seng under this Agreement.
- (c) (i) No interest will accrue on any credit balance in the Credit Card Account. The Cardmember may request Hang Seng to refund any credit balance in the Credit Card Account subject to payment of a handling fee. Withdrawal by the Cardmember from the Credit Card Account in any other manner shall constitute a cash advance notwithstanding any credit balance in the Credit Card Account.
- (ii) Each Cardmember agrees that Hang Seng may debit his Credit Card Account to make a partial or full refund of his credit balance by any means determined by Hang Seng, including making a transfer to any of the Principal Cardmember's bank accounts with Hang Seng or sending a cashier's order to the Principal Cardmember's address last notified in writing to Hang Seng, at any time without prior notice.
12. Card Transaction effected in currencies other than Hong Kong dollars shall be converted into Hong Kong dollars before debiting to the Credit Card Account. Hang Seng shall be entitled to effect any payment in connection with this Agreement in any currency as Hang Seng may prescribe. Where a conversion of one currency into another currency is required under this Agreement, such conversion shall be calculated at such rate specified by Hang Seng which shall be conclusive and binding on the Cardmember.

13. (a) Hang Seng shall not be responsible for the refusal of any merchant establishment to accept or honour the Card or the use of the e-shopping Card Account Number nor shall it be responsible in any way for the goods and/or services supplied to the Cardmember. Complaints by the Cardmember must be resolved by the Cardmember with the merchant establishment and no claims by the Cardmember against the merchant establishment may be the subject of set-off or counter-claim against Hang Seng.
- (b) Although it is understood that certain privileges and benefits will be made available from time to time by each Affinity Group to Cardmembers who are members or customers of such Affinity Group, Hang Seng shall not be responsible for any refusal or failure of any Affinity Group to make available such privileges or benefits, nor shall Hang Seng be responsible in any way in relation thereto. Complaints by the Cardmember must be resolved by the Cardmember with the relevant Affinity Group and no claims by the Cardmember against such Affinity Group may be the subject of set-off or counter-claim against Hang Seng.
14. (a) Upon notice or suspicion of (i) any loss, theft or misuse of the Card and/or the PIN (ii) disclosure of the e-shopping Card Account Number and/or the PIN to any unauthorised person or (iii) any unauthorised Card Transaction or Banking Transaction, it shall be the duty of the Cardmember to notify Hang Seng as soon as reasonably practicable either in writing addressed to the Hang Seng Card Centre at such location as Hang Seng may from time to time notify or by telephone at such telephone numbers as Hang Seng may from time to time prescribe (which Hang Seng may ask the Cardmember to confirm in writing with any details given) and the Cardmember shall change the PIN as soon as possible.
- (b) When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, the e-shopping Card Account Number and/or the PIN and reported the loss, theft or misuse as soon as reasonably practicable upon notice or suspicions thereof:-
- (i) the Cardmember shall not be liable for any unauthorised Card Transactions or Banking Transactions effected after Hang Seng actually receives the loss, theft or misuse report;
- (ii) subject to Clause 14(c), the Cardmember's liability for all unauthorised Card Transactions (other than cash advances obtained with the use of the Card and/or any PIN) effected before Hang Seng actually receives the loss, theft or misuse report shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmembers from time to time; and
- (iii) subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees,
- (A) the Cardmember shall be liable for all unauthorised Banking Transactions effected with the use of the Card and/or any PIN before Hang Seng actually receives the loss, theft or misuse report. If the Cardmember reports loss, theft, misuse of the Card and/or any PIN in accordance with Clause 14, subject to Clause 14(c), the Cardmember's liability for unauthorised Banking Transactions shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmember from time to time; and
- (B) the Cardmember shall be liable for all unauthorised cash advances effected with the use of the Card and/or any PIN before Hang Seng actually receives the loss, theft or misuse report.
- (c) The maximum liability referred to in Clause 14(b)(ii) and 14(b)(iii)(A) above do not apply and the Cardmember shall be liable for all unauthorised Card Transactions and Banking Transactions if the Cardmember has acted fraudulently or with gross negligence in using or safeguarding the Card and/or any PIN. The Cardmember's failure to comply with the Cardmember's obligations set out in Clause 6(d) or Clause 14, or failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card and/or any PIN will be treated as the Cardmember's gross negligence.
- (d) Hang Seng may at its discretion act on any form of notice purportedly to be given by the Cardmember and any action so taken by Hang Seng shall not render Hang Seng howsoever liable to the Cardmember or otherwise discharge any liability of the Cardmember.
15. Hang Seng may at its discretion and upon such terms and conditions it may prescribe:-
- (a) issue a replacement Card in case the Card is damaged, lost or stolen and Hang Seng shall be entitled to charge a fee for the replacement Card and debit it to the Credit Card Account; and/or
- (b) assign a new e-shopping Card Account Number at an administrative fee to be charged to the e-shopping Card Account upon the Cardmember's request and/or in case the e-shopping Card Account has been misused.
16. (a) Hang Seng may from time to time offer to make available Services to the Cardmember by or via the use of the Card and/or the e-shopping Card Account Number on and subject to this Agreement and such other terms and conditions as Hang Seng may specify from time to time at its discretion. In case of conflict or inconsistency between any of such terms and conditions and this Agreement, such terms and conditions shall prevail.
- (b) Services currently available include CSH. The terms and conditions for CSH are set out in Clause 17.
- (c) Hang Seng reserves the right to suspend or terminate any of the Services at any time at its discretion without prior notice.
- (d) Without prejudice to the generality of Clause 16(c), Hang Seng shall be entitled to terminate all or any of the Services immediately without notice to the Cardmember if the Cardmember shall commit any breach of or omit to observe any obligations under any applicable terms and conditions which in the opinion of Hang Seng, amounts to a material default on the part of the Cardmember.
- (e) Use of a Private Label Card and services relating to a Private Label Card are subject to the terms and conditions governing the relevant Private Label Card as Hang Seng may reasonably prescribe from time to time. Holders of Private Label Card may not enjoy all or the same benefits and privileges available to other Cardmembers.
17. CSH shall be provided by Hang Seng to the Cardmember on and subject to the following terms and conditions:-
- (a) the Cardmember may use the CSH Services by giving Telephone Instructions and authorises Hang Seng to act on such Telephone Instructions. Accordingly:-
- (i) any Telephone Instruction, once given, may not be rescinded or withdrawn without the written consent of Hang Seng;
- (ii) all Telephone Instructions given, as understood and acted on by Hang Seng in good faith, shall be irrevocable and binding on the Cardmember whether given by the Cardmember or by any other person purporting to be the Cardmember; and
- (iii) Hang Seng shall be under no duty to verify the identity or authority of the person giving any Telephone Instruction or the authenticity of such Telephone Instruction.
- (b) Hang Seng shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given;

- (c) Telephone Instructions, to be effective, must be given by using whichever PIN as may be required, and such other details as Hang Seng may require and must be accepted by Hang Seng by such means as Hang Seng may prescribe;
- (d) Telephone Instructions will generally not be accepted if there are insufficient funds or pre-arranged credit is not available in the relevant Designated Account. Hang Seng, however, may at its discretion act on such Telephone Instructions notwithstanding without seeking prior approval of or giving prior notice to the Cardmember. The Cardmember shall be liable for the resulting overdraft or advance and shall repay the same to Hang Seng on demand together with interest thereon from the date of advance to the date of actual repayment (whether before or after judgment) at such rate and to be compounded at such intervals as Hang Seng may determine from time to time; and
- (e) The Cardmember shall forthwith notify Hang Seng in writing if a sole Designated Account is converted to a joint Designated Account which requires joint signing authority according to the relevant account mandate and, upon receipt of such notification, Hang Seng may, without prejudice to the generality of Clauses 16(c) and (d), terminate all or any of the CSH Services at its discretion.
18. (a) A Principal Cardmember may cancel or terminate the Card at any time by giving reasonable written notice to Hang Seng and returning the principal Card and any supplementary Card at the same time, such cancellation or termination to be effective upon Hang Seng actually receiving such notice and Card(s). Where any supplementary Cards are issued, the Principal Cardmember or the Supplementary Cardmember may cancel or terminate the relevant supplementary Card by giving written notice to Hang Seng and returning the relevant supplementary Card at the same time, such cancellation or termination to be effective upon Hang Seng actually receiving such notice and Card. All returned Cards must be cut. The Principal Cardmember shall be liable for all payments arising from the use of the principal Card and any supplementary Card and each Supplementary Cardmember shall be liable for all payments arising from his use of the supplement Card until the relevant Cards have been returned to Hang Seng or until Hang Seng is able to implement the procedures applicable to lost Cards. Any related charges arising from such procedures shall be borne by the Principal Cardmember or the relevant Supplementary Cardmember.
- The Principal Cardmember may cancel or terminate the e-shopping Card Account by giving reasonable written notice to Hang Seng. Any cancellation or termination of an e-shopping Card Account for whatever cause shall only become effective upon Hang Seng actually receiving such notice.
- (b) Hang Seng may cancel, terminate, withdraw or revoke any Card at any time without prior notice and with or without cause. For the avoidance of doubt, unless Hang Seng agrees otherwise,
- (i) upon the Cardmember ceasing to be eligible to hold a Card due to a change of the Cardmember's membership or status in the relevant Affinity Group, the Cardmember's Card(s) shall be cancelled, terminated, withdrawn and revoked; and
- (ii) all Cards in respect of an Affinity Group shall be cancelled, terminated, withdrawn and revoked upon the termination of the affinity card programme agreement or arrangement between Hang Seng and such Affinity Group.
- (c) Hang Seng may cancel, terminate, withdraw or revoke any e-shopping Card Account at any time without prior notice and with or without cause, whether jointly with or independent of any Card.
19. Termination of any Card for whatever reason and the suspension or termination of all or any of the Services shall be without prejudice to the right of Hang Seng to settle any Card Transaction or Banking Transaction entered into by or on behalf of the Cardmember prior to or after such termination or suspension. Further, upon such termination or suspension, Hang Seng may cancel all or any unexecuted Card Transactions or Banking Transactions at its discretion.
20. Upon cancellation or termination of the Card by the Cardmember or by Hang Seng or on the Cardmember's bankruptcy or death, all sums owing by the Cardmember to Hang Seng under this Agreement (whether debited to the Credit Card Account or not and whether incurred or discovered before or subsequent to such cancellation or termination) shall become immediately due and payable without demand and (where applicable) upon incurrence or discovery of the relevant indebtedness. The Cardmember or (if applicable) the Cardmember's estate shall be liable for settling such sums. Hang Seng shall be entitled to charge interest at the rate(s) specified in Clause 8 on any unpaid sums on a daily basis from the date of cancellation or termination of the Card or (where applicable) from the date of incurrence or discovery of the relevant indebtedness until Hang Seng shall have actually received payment (whether before or after judgment).
21. (a) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Principal Cardmember's account, whether in the name of the Principal Cardmember or in the names of the Principal Cardmember and any other person(s) in or towards satisfaction of any indebtedness owing by the Principal Cardmember and/or any Supplementary Cardmember to Hang Seng under this Agreement whether actual or contingent.
- Hang Seng may at any time and without notice, apply any credit balance in any currency on any of the Supplementary Cardmember's account, whether in the name of that Supplementary Cardmember or in the names of that Supplementary Cardmember and any other person(s) in or towards satisfaction of any indebtedness owing by that Supplementary Cardmember to Hang Seng in respect of use of his Card.
- In the case of a joint account where the Principal Cardmember or the Supplementary Cardmember is one of the joint account holders, Hang Seng may exercise the rights in Clause 21(a) and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owing to Hang Seng by such Principal or Supplementary Cardmember.
- (b) Hang Seng shall be entitled to exercise a lien over all property of the Principal Cardmember which is in the possession or control of Hang Seng, for custody or any other reason and whether or not in the ordinary course of business, with power for Hang Seng to sell such property to satisfy such indebtedness owing by the Principal Cardmember and/or any Supplementary Cardmember to Hang Seng.
- Hang Seng shall be entitled to exercise a lien over all property of the Supplementary Cardmember which is in the possession or control of Hang Seng, for custody or any other reason and whether or not in the ordinary course of business, with power for Hang Seng to sell such property to satisfy such indebtedness owing by that Supplementary Cardmember to Hang Seng.
22. Hang Seng may appoint any other person as its nominee or agent to perform any of its functions under this Agreement and/or the Services on its behalf and may delegate any of its powers under this Agreement to such person and Hang Seng may employ any person as third party agency (including any debt collection agency or solicitor) to collect any or all sums owed by the Cardmember to Hang Seng under this Agreement.
23. Hang Seng shall be entitled to prescribe, from time to time, fees and charges payable in respect of the use of the Card and/or the Services. Hang Seng shall be entitled to debit such fees and charges to the Credit Card Account when due. Any such fees may be varied subject to Hang Seng's notice for a period of not less than 60 days unless the variation is beyond the control of Hang Seng in which case reasonable notice will be given, and the varied fees shall be binding on the Cardmember if the Cardmember continues to use or retain the Card or (if applicable) to use any of the Services after the effective date thereof.

24. Hang Seng shall be entitled to revise this Agreement and/or introduce additional terms and conditions at any time and from time to time and any revision and/or addition to this Agreement shall become effective subject to Hang Seng's notice (for a period of not less than 60 days for any variation affecting fees and charges under the control of Hang Seng, for a period of not less than 30 days for any other variations affecting the liabilities or obligations of the Cardmember or for such reasonable period as Hang Seng may prescribe in the case of any other variations) which may be given by display, advertisement or other means as Hang Seng thinks fit, and shall be binding on the Cardmember unless the Cardmember terminates the Card(s) by written notice received by Hang Seng (together with the returned Card(s) which must be cut) before the effective date of the variation.
25. Neither the Card nor the e-shopping Card Account shall entitle the Cardmember to any membership with any clubs, associations or societies of, or existing and operated under, or supervised or subsidised by, the Affinity Group of which the Cardmember is a member or customer unless otherwise announced by such Affinity Group. The Cardmember shall not represent, profess or hold the Cardmember out as a member of any such clubs, associations or societies and shall indemnify Hang Seng against all losses, costs and damages which Hang Seng may incur or suffer as a result of any breach of this Clause 25 by the Cardmember.
26. Notwithstanding that the Card is issued pursuant to an affinity card programme agreement or arrangement with an Affinity Group, Hang Seng shall have full liberty to cancel, amend or vary any such agreement or arrangement with such Affinity Group. No dealings with such Affinity Group or indulgence, time or waiver granted to such Affinity Group by Hang Seng shall entitle any Cardmember to whom a Card is issued by Hang Seng pursuant to the affinity card programme agreement or arrangement with such Affinity Group to avoid, diminish or in any way delay such Cardmember's liabilities or obligations to Hang Seng.
27. Unless due to the negligence or wilful default of Hang Seng, its officers or employees, Hang Seng does not assume any liability or responsibility to the Cardmember or any third party for the consequences arising out of or in connection with:-
- access to the use of the Card and/or the Services by the Cardmember or any other person whether or not authorised unless Clause 14(b) applies or unless the Card has not been received by the Cardmember;
 - any interruption, suspension, delay, loss, mutilation or other failure in transmission of the Cardmember's instructions or other information howsoever caused;
 - its inability to execute any of the Cardmember's instructions due to prevailing market conditions and the manner and timing of execution of any instruction; and/or
 - any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the performance of Hang Seng's functions under this Agreement, Acts of God or any other causes beyond the reasonable control of Hang Seng.
- Provided that Hang Seng will bear the direct loss suffered by the Cardmember (to the extent of any amount wrongly posted to the Credit Card Account and any interest thereon) arising from the use of counterfeit card by a third party.
28. The Cardmember shall notify Hang Seng promptly in writing of any changes in telephone numbers, employment, residential address, office address or e-mail address or the Cardmember's membership or status in the Affinity Group of which the Cardmember is a member or customer. The Cardmember shall also inform Hang Seng as soon as possible of any difficulty in repaying any indebtedness or in meeting any payment to Hang Seng arising from the use of the Card and/or the Services.
29. (a) The Principal Cardmember shall be liable for all debts and liabilities incurred and transactions effected by the Principal Cardmember and each Supplementary Cardmember by use of their Cards.
- (b) Each Supplementary Cardmember shall be liable only for all debts and liabilities incurred and transactions effected by him from time to time.
- (c) For the avoidance of doubt, Hang Seng is entitled to recover all or any debts and liabilities of a Supplementary Cardmember from either the Principal Cardmember or the Supplementary Cardmember or both.
30. Any Credit Card Statement, notice or other communication given by Hang Seng to the Cardmember hereunder shall be deemed to have been received by the Cardmember two days after posting to the Cardmember's address last notified in writing to Hang Seng and any Credit Card Statement, notice or other communication given by Hang Seng to the Cardmember hereunder shall be deemed to have been received by the Cardmember immediately after transmitting to the Cardmember's e-mail address last notified in writing to Hang Seng. All notices or other communications sent by the Cardmember to Hang Seng shall be deemed to have been delivered to Hang Seng on the day of actual receipt.
31. (a) Hang Seng may (but shall not be obliged to), and the Cardmember expressly authorises Hang Seng to record by tape or other means all instructions and requests given by the Cardmember verbally to Hang Seng and all other verbal communications between the Cardmember and Hang Seng in connection with the Card and/or any of the Services including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). The Cardmember expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of Hang Seng, shall be conclusive evidence between Hang Seng and the Cardmember as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute.
- (b) Hang Seng reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, Hang Seng reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as Hang Seng may consider appropriate.
32. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Each of Hang Seng and the Cardmember submits to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but this Agreement may be enforced in the Courts of any competent jurisdiction.
33. The English version of this Agreement shall prevail wherever there is a discrepancy between the English and the Chinese versions.
34. Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
35. The Cardmember authorises Hang Seng to disclose to and/or exchange with the Affinity Group and/or any merchants participating in the "Card" related activities from time to time any detail of and information relating to (i) the Cardmember and/or (ii) all or any transaction or dealing between the Cardmember and Hang Seng, in each case for any purpose of sales and marketing of goods and services.

36. Collection and disclosure of information of the Cardmember

(a) Definitions

Terms used in this Clause shall have the meanings set out in Clause 1 or the meanings set out below. Where there is any conflict between the meaning of a term set out in Clause 1 and the meaning set out below, the meaning set out below shall apply in this Clause.

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.

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

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

Connected Person means a person or entity (other than the Cardmember) whose information (including Personal Data or Tax Information) is provided by the Cardmember, or on behalf of the Cardmember, 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, but is not limited to, any guarantor or third party security provider, a member, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, 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 Cardmember has a relationship that is relevant to the Cardmember's relationship with the HSBC Group.

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

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

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

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

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

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

Services includes (a) the opening, maintaining, closing, and terminating of the Cardmember's accounts or any Card, (b) the provision of credit facilities and other banking, financial and insurance products and services, processing applications, credit and eligibility assessment, and (c) maintaining Hang Seng's overall relationship with the Cardmember, including marketing services or products to the Cardmember, market research, insurance, audit and administrative purposes.

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

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

Tax Certification Forms means any forms or other documentation as may be issued or required by a Tax Authority or by Hang Seng from time to time to confirm the Cardmember's tax status or the tax status of a Connected Person.

Tax Information means documentation or information about the Cardmember's tax status or the tax status of any owner, "controlling person", "substantial owner" or beneficial owner or Connected Person. "**Tax Information**" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

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

(b) Collection, use and sharing of Cardmember Information

This sub-clause (b) explains how Hang Seng will use information about the Cardmember and Connected Persons. The Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance that applies to the Cardmember and other individuals (the "**PICS**") also contains important information about how Hang Seng and the HSBC Group will use such information and the Cardmember should read this Clause in conjunction with the PICS. Hang Seng and members of the HSBC Group may use Cardmember Information in accordance with this Clause and the PICS.

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

- Hang Seng is legally required to disclose;
- Hang Seng has a public duty to disclose;
- Hang Seng's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause or the PICS.

COLLECTION

- (i) Hang Seng and other members of the HSBC Group may collect, use and share Cardmember Information. Cardmember Information may be requested by Hang Seng or on behalf of Hang Seng or the HSBC Group, and may be collected from the Cardmember directly, from a person acting on the Cardmember's behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to Hang Seng or any member of the HSBC Group.

USE

- (ii) Hang Seng and members of the HSBC Group may use, transfer and disclose Cardmember Information in connection with the purposes set out in the PICS and matching against any data held by the Hang Seng or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Cardmember) (the "**Purposes**").

SHARING

- (iii) Hang Seng may (as necessary and appropriate for the Purposes) transfer and disclose any Cardmember Information to the recipients set out in the PICS (who may also use, transfer and disclose such Cardmember Information for the Purposes).

THE CARDMEMBER'S OBLIGATIONS

- (iv) The Cardmember agrees to supply Cardmember Information, and to inform Hang Seng promptly and in any event, within 30 days in writing if there are any changes to Cardholder Information supplied to Hang Seng or a member of the HSBC Group from time to time, and to respond promptly to any request for Cardmember Information from Hang Seng or a member of the HSBC Group.
- (v) The Cardmember confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to Hang Seng or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause and the PICS (as may be amended or supplemented by Hang Seng from time to time). The Cardmember shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) The Cardmember consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit Hang Seng to use, store, disclose, process and transfer all Cardmember Information in the manner described in this Agreement. The Cardmember agrees to inform Hang Seng promptly in writing if the Cardmember is not able or has failed to comply with the obligations set out in sub-clause (b)(v) and (b)(vi) in any respect.
- (vii) Where
- the Cardmember or any Connected Person fails to provide promptly Cardmember Information reasonably requested by Hang Seng, or
 - the Cardmember or any Connected Person withholds or withdraws any consents that Hang Seng may need to process, transfer or disclose Cardmember Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Cardmember), or
 - Hang Seng has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

Hang Seng may:

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

In addition, if the Cardmember fails to supply promptly the Cardmember's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then Hang Seng may make Hang Seng's own judgment with respect to the Cardmember's status or that of the Connected Person, including whether the Cardmember or a Connected Person is reportable to a Tax Authority, and may require Hang Seng or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

(c) Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Cardmember, or on the Cardmember's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Cardmember Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Cardmember or a Connected Person.
- (ii) Hang Seng 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 Cardmember's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither Hang Seng nor any member of the HSBC Group shall be liable to the Cardmember or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Cardmember or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax Compliance

The Cardmember, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that the Cardmember is solely responsible for understanding and complying with the Cardmember's tax obligations (including but not limited to, 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 Hang Seng or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person (and not in his/its personal capacity) also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Cardmember's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither Hang Seng nor any member of the HSBC Group provides tax advice. The Cardmember is advised to seek independent legal and tax advice. Neither Hang Seng nor any member of the HSBC Group has responsibility in respect of the Cardmember's tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s), Cards and Services provided by Hang Seng or members of the HSBC Group.

(e) Miscellaneous

- (i) In the event of any conflict or inconsistency between any of this Clause and the provisions in or governing any other service, product, business relationship, account or agreement between the Cardmember and Hang Seng, this Clause shall prevail.
- (ii) If all or any part of the provisions of this Clause 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 in that jurisdiction.

(f) Survival upon termination

This Clause shall continue to apply notwithstanding any termination by the Cardmember or Hang Seng or a member of the HSBC Group of the provision of any Services to the Cardmember, the closure of any of the Cardmember's account, or the termination of any of the Cardmember's Cards.

37. Hang Seng may assign or transfer all or any of its interests, rights and obligations under this Agreement to any member of the Hang Seng Bank Group without the prior written consent of any Cardmember and each Cardmember agrees to execute such documents and do such acts and things as Hang Seng may reasonably require to give full effect to such assignment or transfer.
38. (a) All payments to be made by the Cardmember, any guarantor, security provider or other person (collectively "the obligors" and each "an obligor") to Hang Seng under this Agreement or under any documents relating to the Card service shall be made to Hang Seng as specified by Hang Seng without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time an obligor is required to make any deduction or withholding for or on account of tax or otherwise from any payment to Hang Seng, the sum due from that obligor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Hang Seng receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which Hang Seng would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the obligors to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The obligors shall jointly and severally indemnify Hang Seng against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of the relevant obligor to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon request of Hang Seng, the obligors shall jointly and severally and promptly deliver to Hang Seng evidence satisfactory to Hang Seng that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.
- (b) Any fee or charge referred to in this Agreement is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the relevant obligor at the same time as it pays the relevant fee or charge.
39. The Cardmember shall indemnify Hang Seng, its officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and related expenses, and any claims by any relevant authorities on Hang Seng for tax in respect of any profits or gains attributable to the Cardmember) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Card or any services in connection with the Card to the Cardmember or the exercises or preservation of Hang Seng's powers and rights under this Agreement, unless due to the negligence or wilful default of Hang Seng, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. Hang Seng is entitled to withhold, retain or deduct such portion from the Cardmember's assets in the possession or control of Hang Seng or such amount from any of the Cardmember's accounts with Hang Seng as it reasonably determines to be sufficient to cover any amount which may be owed by the Cardmember under this Clause. This indemnity shall survive notwithstanding the termination of the Card or any services in connection with the Card or any part of them.
40. No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Agreement.

Terms and Conditions for Interest-free Instalment Plan

Hang Seng Credit Card Cardmember can apply for Hang Seng Credit Card Interest-free Instalment Plan ("Instalment Plan") to purchase goods and/or services from specific merchants. The Instalment Plan is an interest-free loan transaction. Under the Instalment Plan, Hang Seng Bank Limited ("Hang Seng") would lend to the Cardmember an interest-free instalment loan amount ("Instalment Amount") which is equivalent to the purchase price of the goods and/or services, and pay the Instalment Amount to the merchant on behalf of the Cardmember. The Cardmember is required to repay the Instalment Amount by monthly instalments to Hang Seng according to the tenor of the Instalment Plan until the Instalment Amount is fully repaid. In any event, the Cardmember is required to repay the Instalment Amount in full to Hang Seng. Cardmember hereby applies for the Instalment Plan and irrevocably authorises Hang Seng to pay the merchant the Instalment Amount for purchase of the goods and/or services. Cardmember agrees to be bound by the following terms and conditions:

1. The Instalment Plan shall be subject to all applicable provisions in the cardmember agreement ("Cardmember Agreement") governing the use of the relevant Hang Seng credit card. Unless otherwise specified, all terms and expressions used in these Terms and Conditions shall have the same meanings as used in the Cardmember Agreement.
2. All applications for the Instalment Plan shall be subject to acceptance by Hang Seng. Hang Seng reserves the right to approve or reject any application without giving any reason therefor.
3. Upon approval of the Instalment Plan, Hang Seng will pay the Instalment Amount to the merchant in a lump-sum. After any application for the Instalment Plan is approved by Hang Seng, Cardmember shall not withdraw the application and/or cancel the purchase of the relevant goods and/or services. All Instalment Amount repaid are non-refundable and Cardmember shall duly repay all outstanding Instalment Amount.
4. Hang Seng will debit Cardmember's designated Hang Seng credit card account ("Credit Card Account") with the Instalment Amount on a monthly basis according to the amount of each instalment and the number of monthly instalments as requested by Cardmember and agreed by Hang Seng, commencing from such date as Hang Seng may prescribe at its full discretion. Cardmember shall repay all monthly instalment amount debited or the sum of all outstanding instalments which may become immediately due and be liable for all finance charges, other charges and liabilities in accordance with the Cardmember Agreement and these Terms and Conditions.
5. Hang Seng will hold an amount equivalent to the Instalment Amount from the credit limit of the Credit Card Account. Hang Seng will proportionally restore the credit limit of the Credit Card Account every month after Hang Seng successfully debits the Credit Card Account with instalment amount due.
6. No finance charge is payable by the Cardmember under the Instalment Plan. Notwithstanding the foregoing, if the Cardmember fails to make full repayment of the statement balance specified in the Credit Card Account statement on or before the Payment Due Date, the

Cardmember shall pay finance charge on all outstanding balance (including the Instalment Amount) on the Credit Card Account pursuant to the Cardmember Agreement. The Cardmember shall pay a finance charge on any monthly instalment amount due but unpaid at the prevailing interest rate of the Credit Card Account from the post date of such monthly instalment.

7. On default of payment or any moneys due under the Credit Card Account and/or in case of breach of any provisions of the Cardmember Agreement and/or any of these Terms and Conditions by Cardmember and/or in case of cancellation or termination of the Credit Card Account for whatever reason, the sum of all outstanding instalments and all moneys owing under these Terms and Conditions shall immediately become due and payable and shall, at the absolute discretion of Hang Seng be debited against the Credit Card Account. Hang Seng shall also be entitled to require Cardmember to deliver the goods to Hang Seng for Hang Seng's disposal at its absolute discretion.
8. Cardmember may apply for early repayment of all but not part of the outstanding instalment balance of the Instalment Amount by written notice to Hang Seng. Hang Seng will debit the Credit Card Account with such outstanding balance upon acceptance of the application.
9. Hang Seng disclaims any liability or duty relating to the goods and/or services. The goods and/or services are sold and supplied to Cardmember by the merchant who is solely responsible for all obligations and liabilities relating to the supply and sale of the goods and/or services to Cardmember. Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with merchant by the Cardmember. Whether or not such disputes be resolved (including but not limited to non-receipt of the goods and/or services), Cardmember shall not be relieved from his/her obligation to repay all moneys owing and the other liabilities towards Hang Seng in accordance with these Terms and Conditions and the Cardmember Agreement.
10. For the purposes of effecting these Terms and Conditions, Cardmember agrees that Hang Seng can communicate and exchange his/her personal information with the merchant.
11. When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, the e-shopping Card Account Number and reported the loss, theft or misuse as soon as reasonably practicable upon notice or suspicions thereof, subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees, the Cardmember shall be liable for all unauthorized Instalment Plan transactions made before Hang Seng actually receives the loss, theft or misuse report. The Cardmember shall be liable for all unauthorized Instalment Plan transactions if the Cardmember has acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the Cardmember's obligations set out in the Cardmember Agreement.
12. Hang Seng shall be entitled at any time with notice to the Cardmember (a) cancel or terminate the Instalment Plan; (b) revise or add further provisions to these Terms and Conditions; and/or (c) demand Cardmember to repay all unpaid Instalment Amount or remaining outstanding balance immediately.
13. No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
14. These Terms and Conditions are in addition to the Cardmember Agreement and in the event of any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions shall prevail. The Chinese translation is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.

Terms and Conditions for Selected Merchant Interest-free Instalment Plan

Hang Seng Credit Card Cardmember can apply for Hang Seng Credit Card Selected Merchant Interest-free Instalment Plan ("Selected Merchant Instalment Plan") to purchase goods and/or services from specific merchants. The Selected Merchant Instalment Plan is an interest-free loan transaction. Under the Selected Merchant Instalment Plan, Hang Seng Bank Limited ("Hang Seng") would lend to the Cardmember an interest-free instalment loan amount ("Instalment Amount") which is equivalent to the purchase price of the goods and/or services, and pay the Instalment Amount to the merchant on behalf of the Cardmember. The Cardmember is required to repay the Instalment Amount by monthly instalments to Hang Seng according to the tenor of the Selected Merchant Instalment Plan until the Instalment Amount is fully repaid, subject to termination of the Selected Merchant Instalment Plan in accordance with the terms herewith. Cardmember hereby applies for the Selected Merchant Instalment Plan and irrevocably authorises Hang Seng to pay the merchant the Instalment Amount for purchase of the goods and/or services. Cardmember agrees to be bound by the following terms and conditions:

1. The Selected Merchant Instalment Plan shall be subject to all applicable provisions in the cardmember agreement ("Cardmember Agreement") governing the use of the relevant Hang Seng credit card. Unless otherwise specified, all terms and expressions used in these Terms and Conditions shall have the same meanings as used in the Cardmember Agreement.
2. All applications for the Selected Merchant Instalment Plan shall be subject to acceptance by Hang Seng. Hang Seng reserves the right to approve or reject any application without giving any reason therefor.
3. After any application for the Selected Merchant Instalment Plan is approved by Hang Seng, Cardmember shall not withdraw the application and/or cancel the purchase of the relevant goods and/or services. Hang Seng will pay the Instalment Amount to the merchant by monthly instalments according to the amount of each instalment and the number of monthly instalments as requested by Cardmember and agreed by Hang Seng or in such other manner as Hang Seng in its absolute discretion may consider appropriate.
4. Hang Seng will debit Cardmember's designated Hang Seng credit card account ("Credit Card Account") with the Instalment Amount on a monthly basis according to the amount of each instalment and the number of monthly instalments as requested by Cardmember and agreed by Hang Seng, commencing from such date as Hang Seng may prescribe at its full discretion. Regardless of whether or not the Cardmember has received the goods and/or services provided by the merchant on the month or at any time prior to repayment, Cardmember shall repay all monthly instalment amount debited or the sum of all outstanding instalments which may become immediately due and be liable for all finance charges, other charges and liabilities in accordance with the Cardmember Agreement and these Terms and Conditions. All Instalment Amount repaid are non-refundable.
5. The Selected Merchant Instalment Plan will be terminated immediately upon the happening of all or any of the following events :
 - (i) if the merchant (being a limited company or corporation) is petitioned to be wound up or dissolved whether voluntarily or compulsorily, or a statutory demand under the Bankruptcy Ordinance is issued and served against the merchant (being a partnership or individual) in respect of a debt due by the merchant and is not complied with or is petitioned bankrupt by any person for any reason whatsoever, or the merchant enters into any arrangement or composition with the merchant's creditors or suffers any distress or execution to be levied on the merchant's goods;

- (ii) if the merchant ceases business or closes down all of its business outlets;
- (iii) if the merchant's merchant account with Hang Seng is closed or terminated for whatever reason.
6. In the event the Selected Merchant Instalment Plan is terminated pursuant to Clause 5 above, Hang Seng will stop paying to the merchant any outstanding Instalment Amount, and will no longer debit the Credit Card Account with the outstanding monthly instalments of the Instalment Amount. The Cardmember is not required to repay Hang Seng for the remaining balance of Instalment Amount that is outstanding but not debited to the Credit Card Account upon termination of the Selected Merchant Instalment Plan. For the avoidance of doubt, Cardmember is required to repay Hang Seng any Instalment Amount debited to the Credit Card Account prior to the termination of the Selected Merchant Instalment Plan.
 7. Hang Seng will hold an amount equivalent to the Instalment Amount from the credit limit of the Credit Card Account. Hang Seng will proportionally restore the credit limit of the Credit Card Account every month after Hang Seng successfully debits the Credit Card Account with instalment amount due. Upon termination of the Selected Merchant Instalment Plan pursuant to Clause 5 above, any credit limit so held will be restored.
 8. No finance charge is payable by the Cardmember under the Selected Merchant Instalment Plan. Notwithstanding the foregoing, if the Cardmember fails to make full repayment of the statement balance specified in the Credit Card Account statement on or before the Payment Due Date, the Cardmember shall pay finance charge on all outstanding balance (including the Instalment Amount) on the Credit Card Account pursuant to the Cardmember Agreement. The Cardmember shall pay a finance charge on any monthly instalment amount due but unpaid at the prevailing interest rate of the Credit Card Account from the post date of such monthly instalment.
 9. On default of payment or any moneys due under the Credit Card Account and/or in case of breach of any provisions of the Cardmember Agreement and/or any of these Terms and Conditions by Cardmember and/or in case of cancellation or termination of the Credit Card Account for whatever reason, the sum of all outstanding instalments and all moneys owing under these Terms and Conditions shall immediately become due and payable and shall, at the absolute discretion of Hang Seng be debited against the Credit Card Account. Hang Seng shall also be entitled to require Cardmember to deliver the goods to Hang Seng for Hang Seng's disposal at its absolute discretion.
 10. Cardmember may apply for early repayment of all but not part of the outstanding instalment balance of the Instalment Amount by written notice to Hang Seng. Hang Seng will debit the Credit Card Account with such outstanding balance upon acceptance of the application.
 11. Hang Seng disclaims any liability or duty relating to the goods and/or services. The goods and/or services are sold and supplied to Cardmember by the merchant who is solely responsible for all obligations and liabilities relating to the supply and sale of the goods and/or services to Cardmember. Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with merchant by the Cardmember. Whether or not such disputes be resolved (including but not limited to non-receipt of the goods and/or services), Cardmember shall not be relieved from his/her obligation to repay all moneys owing and the other liabilities towards Hang Seng in accordance with these Terms and Conditions and the Cardmember Agreement.
 12. For the purposes of effecting these Terms and Conditions, Cardmember agrees that Hang Seng can communicate and exchange his/her personal information with the merchant.
 13. When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card and reported the loss, theft or misuse as soon as reasonably practicable upon notice or suspicions thereof, subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees, the Cardmember shall be liable for all unauthorised Selected Merchant Instalment Plan transactions made before Hang Seng actually receives the loss, theft or misuse report. The Cardmember shall be liable for all unauthorised Selected Merchant Instalment Plan transactions if the Cardmember has acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the Cardmember's obligations set out in the Cardmember Agreement.
 14. Hang Seng shall be entitled at any time with notice to the Cardmember (a) cancel or terminate the Selected Merchant Instalment Plan; (b) revise or add further provisions to these Terms and Conditions; and/or (c) demand Cardmember to repay all unpaid Instalment Amount or remaining outstanding balance immediately.
 15. No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
 16. These Terms and Conditions are in addition to the Cardmember Agreement and in the event of any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions shall prevail. The Chinese translation is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.

ATM Terms and Conditions

The use of ATMs by the Cardmember (as defined in the Affinity Card Cardmember Agreement (Individual) ("Agreement")) shall be subject to all applicable provisions in the Agreement and the following terms and conditions. The Cardmember who uses ATMs will be bound by all those provisions, terms and conditions.

1. Unless otherwise specified, words and expressions having defined meanings in the Agreement shall have the same meanings when used in these ATM Terms and Conditions.
2. The facilities and services provided by Hang Seng which may be accessed by a Card at ATMs shall be specified by Hang Seng from time to time. Hang Seng may add to, terminate or vary any such facilities and services at their discretion.
3. Hang Seng shall also be entitled to charge fees for transactions effected through ATMs installed and operated by persons other than Hang Seng inside and/or outside the Hong Kong Special Administrative Region in such manner and at such rate as Hang Seng may at their discretion from time to time determine and announce. Any such fees may be varied in accordance with Clause 23 of the Agreement.
4. All withdrawal or transfer from any account concerned shall only be made if there are sufficient funds, or pre-arranged credit is available, in that account. If any withdrawal or transfer is made without sufficient fund or pre-arranged credit, the Cardmember shall repay to Hang Seng on demand the sum representing the shortfall or the amount of such withdrawal or transfer (as the case may be) together with interest thereon at such rate as Hang Seng may from time to time specify from the time the shortfall arises or the withdrawal or transfer is effected (as the case may be) up to the date of actual repayment (as well after as before judgment).

5. The liability of Hang Seng to the Cardmember for any loss or damage incurred or suffered by the Cardmember as a result of any failure, breakdown or malfunction of all or any of the facilities and services made available to the Card due to the negligence or wilful default of Hang Seng shall be limited to twice the value of the relevant transaction.
6. The Cardmember hereby irrevocably authorises Hang Seng to debit from the relevant account(s) designated by the Cardmember to be operated by the use of the Card at ATMs the amount of any withdrawal, transfer and/or transaction involving such account(s) according to the records of Hang Seng. For any withdrawal, transfer or transaction carried out in any currency other than Hong Kong dollars, Hang Seng shall have complete discretion to convert such foreign currency by any lawful means at their disposal at the rate of exchange as conclusively determined by them to be prevailing at the relevant time in the relevant foreign exchange market without reference to or consent from the Cardmember. Hang Seng shall be entitled to charge a handling fee for each currency conversion at such rate(s) as they may from time to time prescribe at their discretion.
7. The records of Hang Seng in relation to any withdrawal, transfer and/or transaction involving the use of a Card at ATMs shall in all respects be conclusive against and binding on the Cardmember unless and until the contrary is established.
8. Unless otherwise announced by Hang Seng, cash and/or cheques may be deposited by the use of a Card at ATMs in any account with Hang Seng subject to the following:-
 - (a) any cash and/or cheque so deposited shall not be treated as having been received by Hang Seng until after the verification of Hang Seng (such verification may not take place on the day of deposit) and, subject to such verification, Hang Seng is entitled not to credit the same to the relevant account which means that the funds will not be available for use;
 - (b) the advice(s) issued by an ATM or by Hang Seng by any other means in respect of the acceptance of any such deposit represents only what has purportedly been deposited in the relevant account by the use of a Card at the ATM and shall in no way bind Hang Seng as to its correctness;
 - (c) any deposit shall only be treated as having been received by Hang Seng upon its duly crediting the cash into the relevant account or (in the case of a cheque deposit) upon crediting the cheque into the relevant account subject to such cheque being honoured and paid.
9. The Cardmember acknowledges and agrees that Hang Seng have the right to disclose in strict confidence to other persons such information concerning the Cardmember and his/her accounts with Hang Seng as may be necessary or required in connection with the processing of any transfer, withdrawal and/or transaction from or to any such account by the use of the Card at ATMs.
10. No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these ATM Terms and Conditions.

Terms and Conditions for Hang Seng Credit Card Cash Dollar Rewards / Additional Benefits and Privileges for Hang Seng Affinity Card (the "Membership Rewards Programme")

A) Hang Seng Credit Card Cash Dollar Rewards

Eligibility

1. The Membership Rewards Programme is available to valid Hang Seng Visa Gold Card, Hang Seng Visa Card, Hang Seng USD Visa Gold Card, Hang Seng Visa Gold Business Card, Hang Seng Visa Business Card, Hang Seng Gold Mastercard Card, Hang Seng Mastercard Card, Hang Seng Mastercard Corporate Executive Card, Hang Seng Mastercard Corporate Card, Hang Seng JCB Gold Card, Hang Seng JCB Standard Card, Hang Seng Affinity Card and such designated Hang Seng credit card from time to time issued by Hang Seng Bank Limited ("Hang Seng") either as a principal card or a supplementary card (each a "Card" collectively the "Cards"). For the avoidance of doubt, spending with any Card which has expired, is stolen or otherwise invalid in the opinion of Visa International Service Association, Mastercard Incorporated, JCB International and/or Hang Seng will not generate any Cash Dollars or other privileges or benefits under the Membership Rewards Programme.

Cash Dollars

2. Spending by a Cardmember (or an Authorised Card User, if applicable) for goods and services through each Credit Card Account ("Credit Card Account") and/or e-shopping Card Account (as defined in the Credit Card Cardmember Agreement and the Affinity Card Cardmember Agreement) will generate Cash Dollars under the Membership Rewards Programme. Hang Seng and/or the Designated Merchants (to be defined in Clause 9 below) will from time to time inform the Cardmembers (or the Authorised Card User, if applicable) in their relevant marketing materials about the rate(s) at which Cash Dollars are generated. Any sum of USD spent by the Cardmember with a Hang Seng USD Visa Gold Card will be converted to HKD at a rate specified by Hang Seng for the purpose of generating Cash Dollars.

Bonus Period

3. Cash Dollars will be accumulated for a period (the "Bonus Period") during which they may be redeemed in accordance with these Terms and Conditions. The length of a Bonus Period shall be a period specified by Hang Seng from time to time in the relevant marketing materials except that the length of the first and the final Bonus Periods will depend on the date on which the Card is issued and terminated respectively. The last day of Bonus Period will be referred to as the "Bonus Closing Date".

Expiry

4. Hang Seng may from time to time prescribe after the Bonus Closing Date upon which any unredeemed Cash Dollars will expire and be reset to zero.

Supplementary Cardmember

5. Cash Dollars generated in respect of any supplementary Card will be attributed to the relevant principal Credit Card Account. Both the principal Cardmember and supplementary Cardmember may redeem Cash Dollars.

Means of Indication

- Cash Dollars accumulated in respect of the Card(s) of the Cardmember (or the Authorised Card User, if applicable) will be indicated to the Cardmember (or the Authorised Card User, if applicable) on Card statement(s), notice(s), circular(s), or via other appropriate means (including electronic means).

Hang Seng's Records Conclusive

- Hang Seng's computer records with respect to the Cardmember (and the Authorised Card User, if applicable) on Cash Dollars accumulated and redeemed from time to time are conclusive and binding against the Cardmember (and the Authorised Card User, if applicable) unless and until the contrary is established.

No Cash Redemption

- Cash Dollars cannot be redeemed for cash from Hang Seng and/or Designated Merchants.

Redemption of Cash Dollars

- Subject to Clause 5, Cash Dollars may be redeemed by the Cardmember (or the Authorised Card User, if applicable) for goods and services prescribed by such merchants as Hang Seng may from time to time designate (the "Designated Merchants"). Hang Seng will from time to time update in marketing materials the list of Designated Merchants and the available means and manner of redemption and any minimum and/or maximum amount and/or other conditions applicable to any redemption.

Balance of Price

- Any amount of a transaction not settled with Cash Dollars must be paid by the Cardmember (or the Authorised Card User, if applicable) with his/her Card.

Beyond Hang Seng's Control

- Hang Seng will not be responsible for any delay or failure in redeeming any Cash Dollars due to the refusal of any Designated Merchants and/or the failure and/or inadequacy of power or any electronic communication network beyond the reasonable control of Hang Seng, nor will Hang Seng be responsible in any way for any goods and/or services provided by any Designated Merchant. The Cardmember (and the Authorised Card User, if applicable) has to resolve any complaint with the relevant Designated Merchant directly.

Display and Disclosure of Information

- The Cardmember (and the Authorised Card User, if applicable) authorises the display and disclosure of information relating to his/her Credit Card Account(s) and Cash Dollars recorded on such account(s) for the purpose of the Membership Rewards Programme.

(B) Additional Benefits and Privileges for Hang Seng Affinity Card**Words and Expressions**

- Words and expressions defined in the Hang Seng Affinity Card Cardmember Agreement shall have the same meanings when used below.

Services

- Hang Seng, by cooperation with Affinity Group as may be appropriate, may from time to time offer to make available Services to the Cardmember by or via the use of the Card which is the Hang Seng affinity card on and subject to these Terms and Conditions and such other terms and conditions as Hang Seng and the relevant Affinity Group may agree. Hang Seng, Affinity Group and/or the Designated Merchant will from time to time inform the Cardmembers in their relevant marketing materials about the benefits and privileges of the Services available to the Cardmembers.

Refusal of the Affinity Group

- Hang Seng will not be responsible for the refusal or failure of any Affinity Group to make available such privileges and benefits of the Services to the Cardmembers. The Cardmember has to resolve any complaint with the relevant Affinity Group directly.

(C) General**Changes to the Membership Rewards Programme and the Services**

- Hang Seng may at any time with notice to the Cardmembers (and the Authorised Card User, if applicable) (a) enhance, replace and/or revise the types of benefits and privileges available under the Membership Rewards Programme and/or the Services; (b) revise or add to these Terms and Conditions and (c) suspend or terminate the Membership Rewards Programme and/or the Services.

Interpretation

- Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender.

No Rights of Third Parties

- No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

English Version to Prevail

- The English version of these Terms and Conditions shall prevail whenever there is a discrepancy between the English and the Chinese versions.