

World Mastercard® Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum Card (including Affinity Card) Cardmember Agreement (Individual)

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

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 9 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 21;

"Card" means any of the World Mastercard Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum Card from time to time issued by Hang Seng either as a principal card or as a supplementary card; or such specialised card as World Mastercard Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum 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 18(b) applies) and, where the context permits, includes e-shopping Card Transactions and Contactless Transactions;

"Cardmember" means any person to whom the Card is 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;

"Cash Advance" means each cash withdrawal from the Credit Card Account including withdrawal of any credit balance in the Credit Card Account;

"Credit Card Account" means the account opened and maintained by the Cardmember with Hang Seng in accordance with Clause 6(a) 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 (as may be changed by 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 14 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 18(b) applies);



"Hang Seng" means the issuer of the Card, that is Hang Seng Bank Limited and its 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 is required to be paid by the Cardmember to Hang Seng on or before each Payment Due Date in order to defer full payment of the New Balance subject to Clause 12;

"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 20;

"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.

"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 18(b) applies);

- (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. World Mastercard Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum Card are issued by Hang Seng Bank Limited.
 3. 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.
 4. Each Card is the property of Hang Seng and must be returned to Hang Seng immediately by the Cardmember upon Hang Seng's request.
 5. Each Card is non-transferable and it shall only be used exclusively by the Cardmember.
 6. (a) 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.
 - (b) 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.
 - (c) 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.
 7. (a) Hang Seng may, at its discretion and upon the application of the Principal Cardmember, issue a supplementary card which is a World Mastercard Card, a Visa Infinite Card, a Platinum Mastercard Card, a Gold Mastercard Card, a Mastercard Card, a Visa Platinum Card, a Visa Gold Card, a Visa Card, a CUP Platinum Card, a Hang Seng CUP Credit Card, a Renminbi Platinum Card, a Hang Seng Renminbi Gold Card or a Hang Seng Renminbi Credit Card to any person nominated by the Principal Cardmember.
 - (b) Hang Seng shall have the right to specify the services and benefits available to a person to whom a supplementary Card is issued which may differ from the services and benefits generally available to persons holding Mastercard Cards, Visa Cards, CUP Platinum Card and Renminbi Platinum Card.
 - (c) Where a supplementary Card is issued by Hang Seng at the request of the Principal Cardmember, a separate Credit Card Account shall be opened and maintained in respect of such card and references in this Agreement to "Card" and "Supplementary Cardmember" shall, where the context permits or requires, be construed to include such supplementary card and the person to whom it is issued respectively.
 8. Hang Seng shall have the right to designate a credit limit to any Credit Card Account or any maximum amount in respect of the use of any Services as Hang Seng may from time to time determine at its discretion. The Cardmember shall strictly observe any credit limit and maximum amount designated by Hang Seng. The Cardmember shall immediately make good any amount exceeding such credit limit and/ or maximum amount whenever incurred by payment to Hang Seng whether or not a demand is made and Hang Seng reserves the right to charge a fee for any such excess. Irrespective of whether any credit limit or maximum amount has been designated by Hang Seng, Hang Seng reserves the right not to approve any Card Transaction where Hang Seng considers it appropriate to do so to protect the interest of the Cardmember and/or Hang Seng.

9. (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 thereby 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 a PIN at any time by such means as Hang Seng may prescribe and the new PIN shall take effect immediately.
- (d) The Cardmember shall act in good faith, exercise reasonable care and diligence in keeping each PIN and the e-shopping Card Account Number in secrecy and report the loss, theft or misuse in accordance with Clause 18, in particular:-
- (i) At no time and under no circumstances shall the Cardmember disclose any 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) Any 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 any PIN without disguising it; and
- (v) Whenever any 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.
10. The Cardmember shall be responsible for all Card Transactions and Banking Transactions (unless Clause 18(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 12, 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.
11. 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.
12. (a) A Cardmember described in Clause 12(c) may defer payment of the New Balance in full to the Payment Due Date specified in the immediately following Credit Card Statement provided that: -
- (i) the Cardmember shall pay and Hang Seng shall have actually received the Minimum Payment Amount on or before the original Payment Due Date; and
- (ii) the Cardmember shall pay interest and finance charge in respect of the outstanding portion of the New Balance in accordance with Clauses 11 and 13 respectively.
- (b) If Hang Seng does not actually receive payment of the Minimum Payment Amount on or before the Payment Due Date on which it is due, the Cardmember shall pay an additional late charge at such rate(s) as Hang Seng may from time to time prescribe at its discretion.
- (c) This Clause 12 shall apply to any Cardmember who holds a Visa Infinite Card, Platinum Mastercard Card or Visa Platinum Card or CUP Platinum Card or Renminbi Platinum Card which was issued to the Cardmember in replacement of or in addition to any valid credit card issued by Hang Seng where the Cardmember may defer payment in a manner similar to that described in Clause 12(a).
13. Unless Hang Seng shall have actually received the New Balance in full on or before the Payment Due Date on which it is due, 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 after that Payment Due Date: -
- (a) in respect of all Card Transactions other than cash advances; and/or
- (b) being any fees or charges payable by the Cardmember under this Agreement.
14. (a) Unless otherwise agreed with the Cardmember, Hang Seng will supply Credit Card Statements to the Cardmember at monthly intervals on such date and setting out such details (as Hang Seng may from time to time determine) of Card Transactions effected during the relevant statement period. The Credit Card Statements will also indicate the Payment Due Date and, where applicable, the Minimum Payment Amount. Unless otherwise agreed with the Cardmember, Credit Card Statements will be sent to the Cardmember by mail.
- (b) 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 credit or debit balance on the Credit Card Account since the last Credit Card Statement is less than HKD 10 or the equivalent amount in foreign currency (or such other amount as determined by Hang Seng from time to time) 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.

- (c) Without prejudice to the provisions of Clauses 22, 23 and 24, 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.
- (d) 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.
- (e) (i) This Clause 14(e) shall apply to World Mastercard Card Cardmembers only unless Hang Seng has agreed to extend it to Cardmembers holding other credit Cards.
- (ii) The Cardmember may request Hang Seng in writing: -
- (1) not to set out any merchant-related details of Card Transactions (other than Card Transactions for which no sales vouchers are provided) on the Credit Card Statements; and/or
 - (2) not to send any Credit Card Statement to the Cardmember but to hold them for collection by the Cardmember or his authorised representative subject to Clause 14(e)(iv) in such manner as the Cardmember and Hang Seng may agree.
- (iii) If the Cardmember makes a request under Clause 14(e)(ii)(1), the merchant-related details will not be reprinted or reproduced by Hang Seng in writing but the Cardmember may obtain such details through the CSH Services.
- (iv) If the Cardmember makes a request under Clause 14(e)(ii)(2), it shall be the Cardmember's duty to collect, or procure the collection of, the Credit Card Statements in accordance with the timing specified by Hang Seng. For all purposes (including, without limitation, the purpose of Clause 14(d)), each Credit Card Statement shall be deemed to have been received by the Cardmember on the day on which it would have been received had it been sent to the Cardmember by mail. Hang Seng shall be entitled to dispose of any Credit Card Statement which remains uncollected after the specified time in such manner as it sees fit without further notice to or consent from the Cardmember.
15. (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.
16. Except where the Card is a Renminbi Platinum Card, Card Transactions effected in currencies other than Hong Kong dollars shall be converted into Hong Kong dollars before debiting to the Credit Card Account. 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. Where the Card is a Renminbi Platinum Card, the value of all Card Transactions and related interest, fees and charges shall be calculated and debited to the Credit Card Account in Renminbi.
17. (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 eshopping 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 unless Hang Seng has notified the Cardmember of any alternative arrangements. In any case, no claims by the Cardmember against the merchant establishment may be the subject of set-off or counter-claim against Hang Seng.
- (b) Each of Hang Seng and the Card Association may at its discretion offer, or procure to be offered, to Cardmembers any facilities, benefits, privileges, goods and/or services under various privilege programmes from time to time subject to any terms and conditions which it may prescribe. Each of Hang Seng and the Card Association shall have the right at any time to alter, add to or delete the facilities, benefits, privileges, goods and/or services offered under any privilege programme or any terms and conditions to which it is subject. Hang Seng shall not be under any duty to offer any privilege programme nor shall it be responsible if the Card Association fails to offer any privilege programme. Further, Hang Seng shall not be liable or responsible in any way for any facilities, benefits, privileges, goods and/or services provided to Cardmembers under any privilege programme.
- (c) 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.

18. (a) Upon notice or suspicion of (i) any loss, theft or misuse of the Card and/or any PIN (ii) disclosure of the e-shopping Card Account Number and/or any 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 (i) through online channels designated by Hang Seng from time to time; or (ii) in writing addressed to Hang Seng at such location as Hang Seng may from time to time notify; or (iii) 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 reports;
- (ii) subject to Clause 18(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 18, subject to Clause 18(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 18(b)(ii) and 18(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 9(d) or Clause 18, 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.
19. 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.
20. (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) Some Services may be made available to all Cardmembers generally (unless any Cardmember gives express instructions in writing to Hang Seng not to provide the Services in question) and other Services will be made available to Cardmembers subject to Hang Seng's discretion.
- (c) Any request for Services and request for varying or terminating any Services currently provided to the Cardmember shall be made in writing by the Cardmember or a person authorised by the Cardmember and Hang Seng reserves the right to decline any such request if there is insufficient time for Hang Seng to provide the requested Services or make the requested variation to or terminate any existing Services.
- (d) Hang Seng reserves the right to suspend or terminate any of the Services at any time at its discretion without prior notice.
- (e) Without prejudice to the generality of Clause 20(d), 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.
- (f) 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.
21. Services currently available include CSH. 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 20(d) and (e), terminate all or any of the CSH Services at its discretion.
22. (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 Cards 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 supplementary 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 Cardmembers.
- 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 e-shopping Card Account at any time without prior notice and with or without cause, whether jointly with or independent of any Card.
- (c) 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.
23. Termination of the 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.
24. 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 11 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).
25. (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 this Clause 25(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.
26. 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.

27. 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.
28. 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.
29. 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 18(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.

30. 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.
31. (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.
32. 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.
33. (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.
34. 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.
35. The English version of this Agreement shall prevail wherever there is a discrepancy between the English and the Chinese versions.
36. 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.

37. 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 extraterritorial 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.

38. 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.
39. 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 39 by the Cardmember.
40. 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.
41. 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.
42. (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 extend 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.
43. 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.
44. 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 interestfree 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 World Mastercard Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum Card (including 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 27 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 accounts 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 such 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 enJoy Card Reward Points

Eligibility

1. Hang Seng Bank Limited ("Hang Seng") may issue reward points ("Reward Points") for spending with valid enJoy Visa Platinum Card and enJoy Spending Card from time to time issued by Hang Seng either as principal cards or supplementary cards (each a "Card" and 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 and/or Hang Seng, and refunded transactions will not generate any Reward Points or other privileges or benefits.

Supplementary Cardmember

2. Reward Points generated in respect of any supplementary Card will be attributed to the relevant principal Credit Card Account. Holder of a valid Card (a "Cardmember"), whether the principal Cardmember or supplementary Cardmember may redeem Reward Points.

Means of Indication

3. Reward Points earned or adjusted in respect of the Card(s) of the Cardmember will be indicated to the Cardmember on Card statement(s), notice(s), circular(s), or via other appropriate means (including electronic means).

Hang Seng's Records Conclusive

4. Hang Seng's computer records on Reward Points earned or adjusted from time to time with respect to a Cardmember are conclusive and binding on the Cardmember except for any manifest error.

Reward Points

5. A Cardmember can redeem and use the Reward Points under the Reward Points Programme operated by a member of the Jardine Matheson Group ("Reward Points Programme"). A Cardmember has to become a member of the Reward Points Programme to redeem and use the Reward Points. Spending by a Cardmember for goods and services through each Credit Card Account/Card Account (as defined in the relevant Cardmember Agreement) will generate Reward Points under the Reward Points Programme. Hang Seng and/or the Designated Merchants (defined in Clause 7 below) will from time to time inform the Cardmembers in their relevant marketing materials about the rate(s) at which Reward Points are generated.

No Cash Redemption

6. Reward Points cannot be redeemed for cash.

Redemption of Reward Points

7. Subject to the provisions of these Terms and Conditions, Reward Points may be redeemed by the Cardmember for goods and services and subject to expiry prescribed by such merchants as Hang Seng may from time to time designate (the "Designated Merchants").

Balance of Price

8. Any amount of a transaction not settled with Reward Points must be paid by the Cardmember with his/her Card.

Beyond Hang Seng's Control

9. Hang Seng will not be responsible for any delay or failure in generating or redeeming any Reward Points due to any reason or circumstance that is beyond Hang Seng's reasonable control, including any delay or failure relating to the Reward Points Programme or the refusal of any Designated Merchants to accept the Reward Points, or the failure or disruption of any electronic communication service, network or system. Further, Hang Seng will not be responsible in any way for any goods and/or services provided by any Designated Merchant. The Cardmember and the relevant Designated Merchant will have to resolve any complaint directly.

Card Authentication

10. For the purpose of credit card authentication from time to time, an amount of not more than HK\$0.1 will be pre-authorized and withheld from the credit limit. The credit limit withheld each time will usually be released within 30 calendar days.

Display and Treatment of Information

11. The Cardmember authorises and consents to Hang Seng transferring to the operator of the Reward Points Programme the data and information relating to the transactions effected by the Cardmember using the Card from time to time for the purposes of calculating and verifying the Reward Points that are accumulated and redeemed by the Cardmember, and displaying or providing the relevant details to the Cardmember under the Reward Points Programme for the Cardmember's reference and redemption. This Clause 11 applies to all Cardmembers.

Changes to the Reward Points and these Terms and Conditions

12. Hang Seng may at any time with notice to the Cardmembers (i) enhance, replace and/or revise the types of Reward Points and the benefits and privileges available for redemption by Reward Points; (ii) revise these Terms and Conditions; and/or (iii) suspend or terminate the issue of Reward Points.

Interpretation

13. 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

14. 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

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

General Terms and Conditions for World Mastercard Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum Card Privilege Programmes

- Each of Mastercard International Incorporated, Visa International Service Association and China UnionPay Company Limited (each, a "Card Association") may at its discretion offer, or procure to be offered, to Cardmembers various privilege programmes from time to time (collectively, the "Programmes"). Each Card Association may offer, or procure merchants and/or other persons participating in the Programmes (collectively, the "Programme Participants") to offer, to Cardmembers various facilities, privileges, benefits, goods and/or services (collectively, the "Privileges").
- Cardmembers must hold a valid World Mastercard Card, a Visa Infinite Card, a Platinum Mastercard Card or Visa Platinum Card or CUP Platinum Card or Renminbi Platinum Card to which a Programme is available (the "Card") in order to be eligible to enjoy and use any Privileges offered under that Programme.
- Each Card Association may offer different Programmes to Cardmembers holding a World Mastercard Card, a Visa Infinite Card, a Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card or Renminbi Platinum Card and may confine any Programme to Cardmembers holding any particular World Mastercard Card, Visa Infinite Card, a Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card or Renminbi Platinum Card to the exclusion of the others.

4. Each Card Association and the Programme Participants shall have the right to specify any terms and conditions from time to time to which the Cardmember shall be subject in enjoying and using the Privileges offered under the respective Programmes. Each Card Association and the Programme Participants shall have the right to add to, amend or delete any such terms and conditions. Copies of such terms and conditions in force from time to time will be supplied to Cardmembers, usually through Hang Seng.
5. The Cardmember will normally be issued one or more privilege cards (the "Privilege Cards") which entitle the Cardmember to enjoy and use the Privileges offered by the relevant Programme Participants.
6. Each Privilege Card is the property of Hang Seng and must be returned to Hang Seng immediately by the Cardmember upon Hang Seng's request and, in any case, upon expiry, cancellation or termination of the Card or termination of the relevant Programme.
7. Each Privilege Card is non-transferable and shall only be used exclusively by the Cardmember.
8. In case of any loss or theft of any Privilege Card, the Cardmember shall report to Hang Seng immediately in the same manner as reporting a loss or theft of the Card. Hang Seng will then report the loss or theft to the relevant Card Association. The Cardmember shall be responsible for all enjoyment and use of any Privileges offered under any Programme by any person before Hang Seng has actually reported the loss or theft to the relevant Card Association. Hang Seng may, at its discretion, issue a replacement Privilege Card in case it is lost, stolen or damaged subject to any conditions as Hang Seng may prescribe.
9. The Cardmember shall pay all fees, charges, costs and expenses in connection with the enjoyment and use of any Privileges offered under any Programme by the Cardmember and/or any accompanying guest at such rates as the relevant Card Association and/or Programme Participant may prescribe from time to time.
10. Hang Seng reserves the right to require the Cardmember to reimburse it for all amounts which Hang Seng may have paid to the relevant Card Association and/or any Programme Participant in connection with the enjoyment and use of any Privileges offered under any Programme by the Cardmember and/or any accompanying guest.
11. Unless otherwise advised by Hang Seng, the Cardmember shall not communicate any matter concerning a Programme directly with any Programme Participant participating in that Programme. All requests for assistance, complaints and other questions relating to any Programme shall be addressed to Hang Seng at such address and contact number as Hang Seng may from time to time specify and Hang Seng will pass them to the relevant party for handling.
12. Each Card Association has the right to alter, suspend or terminate any and all Programmes at any time without prior notice to Hang Seng or the Cardmember.
13. Hang Seng shall not be responsible for the failure or refusal of any Programme Participant to accept or honour any Privilege Card or provide any Privileges, nor shall it be liable or responsible in any way for any Privileges provided by any Programme Participant to the Cardmember. Hang Seng has not given, and shall not be implied to have given, any warranty on the quality or standard of any Privileges provided or to be provided under any Programme. No claims by the Cardmember against any Programme Participant may be the subject of set-off or counterclaim against Hang Seng.
14. Hang Seng does not assume any liability or responsibility to the Cardmember, any accompanying guest or other person for any loss, damage, injury (including personal injury) or death which may be incurred or suffered by any of them as a result of enjoyment or use of any Privileges or otherwise in connection with any Programme, unless due to the gross 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.
15. Hang Seng may revise these General Terms and Conditions and/or introduce additional provisions and/or delete any provision at any time and from time to time by giving reasonable notice to the Cardmember.
16. 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 General Terms and Conditions.

TERMS AND CONDITIONS FOR HANG SENG SPENDING CARD (including Affinity Card)

The Hang Seng Spending Card is issued by Hang Seng Bank and should be activated or used by you subject to these Terms and Conditions. Once you activate or use the Hang Seng Spending Card, you will be regarded to have accepted all these Terms and Conditions. Therefore, please read these Terms and Conditions carefully before you activate or use the Hang Seng Spending Card.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words shall have the following meanings: -

"Account" means any account maintained in your sole name with Hang Seng Bank;

"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;

"Application Form" means each form prescribed by Hang Seng Bank for the purpose of applying for a Card;

"ATM" means any automated teller machine or automated cash dispenser of Hang Seng Bank or any other terminal from time to time provided or designated by Hang Seng Bank;

"ATM PIN" means the personal identification number for the time being assigned by Hang Seng to you pursuant to Clause 2.3 and, where the context requires, includes such number as may be changed by you in accordance with these Terms and Conditions;

"Card" or **"Hang Seng Spending Card"** means a Hang Seng Spending Card, alpha card or any other card issued by Hang Seng to you; or such specialised card as Hang Seng Spending Card issued by Hang Seng to you 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, subject to these Terms and Conditions, and includes any renewal or replacement card of an existing Card;

"Card Account" means the account maintained in your sole name with Hang Seng Bank in respect of the Card;

"Card Association" includes Mastercard® International, Inc. and VISA International, Inc. and their respective successors and assigns;

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

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"including" means including without limitation;

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

"Phone PIN" means the code number for the time being assigned by Hang Seng Bank to you (as may be changed by you) for the purpose of identifying you when giving Telephone Instructions;

"PIN" means any number, code, mark or credential (including an ATM PIN, a Phone PIN or other personal identification number, password, or voice print or other biometric credential) that is used by Hang Seng for verifying your identity for the purpose of providing the services from time to time offered to you relating to the Card and handling related matters;

"these Terms and Conditions" includes the provisions set out in these Terms and Conditions and the provisions set out in the Application Form;

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

"Transaction" means each transaction made by, through or from the use of the Card or the Card number in any manner allowed by Hang Seng from time to time, and includes a purchase of goods or services from a merchant and a fund withdrawal or transfer effected through an ATM; and

"you" means the person to whom a Card is issued by Hang Seng, and includes such person's legal representatives; and "your" shall be construed accordingly.

1.2 In these Terms and Conditions, 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 these Terms and Conditions.

1.3 If there is any inconsistency between these Terms and Conditions and the provisions governing any Account, these Terms and Conditions shall prevail to the extent of such inconsistency.

2. Hang Seng Spending Card

2.1 The Card is not transferable and should be used by you and no other person. You must sign the Card immediately after you have received it.

2.2 The Card is issued by Hang Seng to you subject to the applicable rules of the relevant Card Association.

2.3 Use of the Card at ATMs is subject to the "ATM Terms and Conditions" prescribed by Hang Seng from time to time. Hang Seng will assign to you an ATM PIN to enable you to use the Card at ATMs or any other electronic data transmission terminals and point of sale terminals provided or designated by Hang Seng. You may change your ATM PIN at any time by such means prescribed by Hang Seng and the new ATM PIN will take effect immediately after Hang Seng has acknowledged the change.

2.4 The Card is and remains Hang Seng's property at all times.

2.5 You may use the Hang Seng Card Centre 24-Hour Customer Service Hotline provided by Hang Seng subject to such terms and conditions reasonably prescribed by Hang Seng from time to time. Hang Seng will assign to you a Phone PIN to enable you to use the services from time to time offered by Hang Seng on a 24-hour basis under the Card Centre 24-Hour Customer Service Hotline. You may change your Phone PIN at any time by such means prescribed by Hang Seng and the new Phone PIN will take effect immediately after Hang Seng has acknowledged the change.

- 2.6 The Card shall not entitle you 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 you are a member or customer unless otherwise announced by such Affinity Group. You shall not represent, profess or hold yourself 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 2.6 by you.
- 2.7 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 you to avoid, diminish or in any way delay your liabilities or obligations to Hang Seng.

3. Card Account and automatic top-up

- 3.1 You shall open and maintain a Card Account to the satisfaction of Hang Seng for the purposes of using the Card.
- 3.2 You may transfer funds to the Card Account in the following manner: -
- effect transfer from any Account (other than the Card Account) by using an ATM, the phone banking or electronic banking services provided by Hang Seng, or any other means prescribed by Hang Seng from time to time; and/or
 - use the automatic top-up service whereby you authorise Hang Seng to transfer funds from a designated Account, subject to such limits prescribed by Hang Seng, whenever the existing funds in the Card Account fall short of the amount of a proposed debit.
- 3.3 Hang Seng is entitled to prescribe such limits in respect of the automatic top-up service as it considers appropriate including any daily and monthly transfer limits. For the avoidance of doubt, an automatic top-up will only be effected where there are sufficient funds in the designated Account to cover the top-up amount in full. Hang Seng is entitled not to authorise or process a proposed Transaction if there are insufficient funds in the Card Account and the automatic top-up limits have been exceeded.
- 3.4 Each transfer of funds to the Card Account shall be subject to the credit balance available for drawing in the relevant Account at the time of transfer.
- 3.5 The Card Account is a non-interest bearing account.

4. Transactions

- 4.1 You may effect a Transaction with a merchant by signing the relevant sales slip or voucher or in such other manner prescribed by Hang Seng. All Transactions, and all relevant fees, charges, costs and expenses payable by you shall be debited to the Card Account.
- Hang Seng is not responsible for the refusal of any merchant to accept or honour the Card or for the goods and/or services supplied by any merchant. You should resolve any complaint with the relevant merchant directly and your claims against any merchant shall not adversely affect Hang Seng's right to debit the Card Account for payment of the relevant Transaction.
 - Although it is understood that certain privileges and benefits will be made available from time to time by each Affinity Group to Card holders 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 must be resolved by you with the relevant Affinity Group and no claims by you against such Affinity Group may be the subject of set-off or counter-claim against Hang Seng.
- 4.3 Any refund of the amount of a Transaction shall be paid to you only after Hang Seng has actually received the refunded amount or an equivalent credit from or on behalf of the relevant merchant. You authorise Hang Seng to credit any refunded amount to the Card Account.
- 4.4 You shall not use the Card for any illegal purpose or for obtaining goods and/or services in contravention of any law.
- 4.5 Notwithstanding any other provisions in these Terms and Conditions, Hang Seng reserves the right to decline authorising, processing or paying any transaction which Hang Seng suspects to be a gambling transaction or any transaction which may be illegal under any applicable laws or if there is any reasonable ground to do so.

5. Security of the Card, the Card number and the PIN

- 5.1 You shall act in good faith, exercise reasonable care and diligence in safe-keeping the Card, the Card number and the PIN. In particular, you have to note the following: -
- you should not disclose the Card number or the PIN or transfer the Card to any person or permit any person to use the Card, the Card number or the PIN (including the staff of Hang Seng);
 - you are strongly advised to destroy any record of the PIN after memorizing it and, in any case, you should never record the PIN without disguising it or record it on the Card or keep it together with the Card; and
 - you are strongly advised not to use any easily accessible personal information as the PIN including your date of birth, Hong Kong identity card number or telephone number.
- 5.2 As soon as reasonably practicable after you become aware or suspicious of any loss, disclosure, theft, misuse or unauthorised use of the Card, the Card number or the PIN, you are responsible to: -
- notify Hang Seng of such event (i) through online channels designated by Hang Seng from time to time; or (ii) in writing addressed to Hang Seng at such location as Hang Seng may from time to time notify; or (iii) by telephone at such telephone numbers as Hang Seng from time to time prescribe (which Hang Seng may ask you to confirm in writing with any details given); and
 - change your PIN.
- 5.3 Hang Seng may act on any form of notice believed by it in good faith to have been given by you or on your behalf as it considers appropriate. Any such action shall not render Hang Seng liable to you or otherwise discharge your responsibility under these Terms and Conditions.

- 5.4 Hang Seng may use the PIN to verify your identity when you access the Card Account, use services, give Telephone Instructions, give instructions for Transactions or any other transactions or matters relating to the Card, or obtains information. A PIN may be designated by you 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 you with Hang Seng from time to time.
- 5.5 You shall complete and observe the steps and conditions specified by Hang Seng in order to generate or register your voice print or other biometric credential with Hang Seng and to use it as a PIN.

6. Your obligations

- 6.1 Subject to Clause 6.2, you are responsible for payment of all Transactions in full and all costs and expenses of reasonable amounts and reasonably incurred by Hang Seng in recovering any sum owed by you.
- 6.2 You authorise Hang Seng to debit the Card Account for payment of any Transaction or any other sum owed by you to Hang Seng, and failing which Hang Seng is entitled to debit any other Account. Therefore, your responsibility is not limited to the total amount of credit balance in the Card Account.
- 6.3 A Transaction effected in a currency other than Hong Kong dollar shall be converted into Hong Kong dollar before debiting from the Card Account at such exchange rate determined by Hang Seng and Card Association according to their usual practice.
- 6.4 Any funds available for payment of any indebtedness owed by you to Hang Seng may be applied by Hang Seng first to satisfy fees, charges and/or expenses and then to satisfy amounts of the Transactions.
- 6.5 When it is established that you have acted in good faith, exercised reasonable care and diligence in safe-keeping the Card and the PIN and fulfilled your duties under Clause 5: -
- you shall not be responsible for any unauthorised Transaction effected after Hang Seng has actually received the notice under Clause 5.2; and
 - your responsibility for all unauthorised Transactions effected before Hang Seng Bank has actually received the notice under Clause 5.2 shall be limited to such amount (subject to applicable laws and regulations) notified by Hang Seng from time to time.
- 6.6 You shall be responsible for all unauthorised Transactions if you have acted fraudulently or with gross negligence or have failed to fulfill your duties under Clause 5.

7. Card Statements

- 7.1 Hang Seng will supply Card statements through electronic banking services or any other means to you at monthly intervals setting out such details of the Transactions effected during the statement period. Hang Seng Bank is entitled not to supply a Card statement to you if there are no entries during the relevant statement period and credit balance on the Card Account since the last Card Statement is less than HKD 10 or the equivalent amount in foreign currency (or such other amount as determined by Hang Seng from time to time).
- 7.2 You have to review each Card statement and notify Hang Seng in writing of any alleged error or omission within 60 days after the Card statement date. A Card statement shall be regarded to have been accepted by you except to the extent of any such notice actually received by Hang Seng or Hang Seng notifies you of an error.

8. Fees

- 8.1 Hang Seng is entitled to collect fees and charges in respect of the Card and the services provided by it in connection with the Card (including issuing any replacement Card and terminating the Card). You authorise Hang Seng to debit all fees and charges payable by you from the Card Account.
- 8.2 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 provided in connection with the Card. 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. You will have to pay the revised fees or charges if you continue to use or retain the Card or to use any services provided by Hang Seng in connection with the Card after the revised fees or charges take effects.

9. Hang Seng's set-off right

Hang Seng may, at any time without prior notice, apply any credit balance in any currency in any Account to set off any actual or contingent indebtedness owed by you to Hang Seng under these Terms and Conditions.

10. Variation of these Terms and Conditions

Hang Seng may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time by giving prior notice of not less than 60 days for any variation affecting fees and charges under the control of Hang Seng or by giving prior notice of not less than 30 days for any other variations affecting your liabilities or obligations or for such reasonable period for other variations. Hang Seng may give such notice by display, advertisement or other means as it considers appropriate. The revised Terms and Conditions will apply to you unless you terminate the Card by written notice received by Hang Seng before the effective date of the variation.

11. Hang Seng's liabilities

- 11.1 Unless due to the negligence or wilful default of Hang Seng or its officers or employees, Hang Seng does not assume any liability to you for any consequences arising from or in connection with the following: -
- access to or use of the Card or any services provided by Hang Seng in connection with the Card by you or any other person unless Clause 6.5 applies or unless you have never received the Card;
 - any interruption, suspension, delay, loss, mutilation or other failure in transmission of your instructions or other information howsoever caused; 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 these Terms and Conditions, Acts of God or any other causes beyond the reasonable control of Hang Seng.
- 11.2 Notwithstanding Clause 11.1, Hang Seng Bank will bear any direct loss suffered by you (to the extent of any amount wrongly posted to the Card and any interest thereon) arising from the use of a counterfeit card by a third party.

12. Cash Dollars (Not applicable to Hang Seng enJoy Spending Card)

Purchases of goods and services by you by, through or from the use of the Card or the Card number may generate Cash Dollars which may be utilised by you subject to such terms and conditions as Hang Seng may from time to time prescribe and/or vary.

13. Termination of the Card or services

13.1 You may terminate the Card at any time by giving reasonable prior written notice to Hang Seng, such termination shall take effect after Hang Seng has actually received your notice.

13.2 Hang Seng may cancel, terminate or revoke the Card at any time without prior notice and with or without cause. For the avoidance of doubt, unless Hang Seng agrees otherwise,

- (i) upon you ceasing to be eligible to hold a Card due to a change of your membership or status in the relevant Affinity Group, the relevant 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.

13.3 You shall remain responsible to pay for all Transactions effected before the Card is effectively terminated notwithstanding that any Transaction is presented to Hang Seng for payment after the Card is effectively terminated.

14. Collection and disclosure of your information

(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.

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

Connected Person means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, 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 you have a relationship that is relevant to your relationship with the HSBC Group.

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

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or 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 your 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 you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

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

Tax Authorities means 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 your tax status or the tax status of a Connected Person.

Tax Information means documentation or information about your 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).

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

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

(b) Collection, use and sharing of Your Information

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

Your 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 Your Information. Your Information may be requested by Hang Seng or on behalf of Hang Seng or the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to Hang Seng or any member of the HSBC Group.

USE

- (ii) Hang Seng and members of the HSBC Group may use, transfer and disclose Your 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 you) (the "**Purposes**").

SHARING

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

YOUR OBLIGATIONS

- (iv) You agree to supply Your 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 Your Information from Hang Seng or a member of the HSBC Group. You further undertake to notify Hang Seng (in such manner as may be prescribed or accepted by the Bank from time to time) of any change in your address, telephone number and other contact details or your membership or status in the Affinity Group of which you are a member or customer.
- (v) You confirm 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). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit Hang Seng to use, store, disclose, process and transfer all of Your Information in the manner described in these Terms and Conditions. You agree to inform Hang Seng promptly in writing if you are not able or have failed to comply with the obligations set out in sub-clause (b)(v) and (b)(vi) in any respect.
- (vii) Where
- you or any Connected Person fails to provide promptly Your Information reasonably requested by Hang Seng, or
 - you or any Connected Person withholds or withdraws any consents that Hang Seng may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
 - 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 you and reserve the right to terminate Hang Seng's relationship with you;
- (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 your account(s) or any Card where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then Hang Seng may make Hang Seng's own judgment with respect to your status or that of the Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require 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 you, or on your behalf; (B) investigating the source of or intended recipient of funds; (C) combining Your Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of you 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 your 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 you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax Compliance

You, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that you are solely responsible for understanding and complying with your 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 your 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. You are advised to seek independent legal and tax advice. Neither Hang Seng nor any member of the HSBC Group has responsibility in respect of your 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 you 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 you or Hang Seng or a member of the HSBC Group of the provision of any Services to you, the closure of any of your account, or the termination of any of your Cards.

15. Communications

- 15.1 Any Card statement, notice or other communication given by Hang Seng to you shall be regarded to have been received by you two days after posting to your address last notified in writing to Hang Seng. Any Card statement, notice or other communication given by Hang Seng to you shall be regarded to have been received by you immediately after transmitting to your e-mail address last notified in writing to Hang Seng. All notices or other communications sent by you to Hang Seng shall be regarded to have been delivered to Hang Seng on the day of actual receipt.
- 15.2 Where a Card statement is supplied to you by Hang Seng through electronic banking services, such Card statement shall be deemed to have been received by you immediately after transmission and it is your duty to check such Card statement. It is also your duty to enquire with Hang Seng if such Card statement is not received within the time usually required for a Card statement to be received.

16. Governing law

These Terms and Conditions are governed by and shall be construed in accordance with Hong Kong laws. You and Hang Seng submit to the non-exclusive jurisdiction of the Hong Kong courts.

17. Miscellaneous

- 17.1 Hang Seng may appoint any other person as its agent to perform any of its functions in connection with the Card.
- 17.2 Funds maintained in the Card Account are not regarded by Hang Seng as deposit and would not be protected by any deposit protection scheme or similar scheme made or to be made under the Deposit Protection Scheme Ordinance (Cap. 581, the Laws of Hong Kong).
- 17.3 Each of the provisions of these Terms and Conditions is severable. If at any time any provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of Hong Kong or any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
- 17.4 Hang Seng may assign or transfer all or any of its rights and obligations under these Terms and Conditions to any member of the Hang Seng Group without your prior written consent.
- 17.5 The English version of these Terms and Conditions shall prevail wherever there is any discrepancy between the English and the Chinese versions.

18. Taxes

- 18.1 All payments to be made by you, any guarantor, security provider or other person (collectively "the obligors" and each "an obligor") to Hang Seng under these Terms and Conditions 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.

18.2 Any fee or charge referred to in these Terms and Conditions 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.

19. Indemnity

You 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 you) 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 you or the exercises or preservation of Hang Seng's powers and rights under these Terms and Conditions, 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 your assets in the possession or control of Hang Seng or such amount from any of your accounts with Hang Seng as it reasonably determines to be sufficient to cover any amount which may be owed by you 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.

20. No Rights of Third Parties

No person other than you 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.

Hang Seng Card Centre 24-Hour Customer Service Hotline Terms and Conditions

The use of the Hang Seng Card Centre 24-Hour Customer Service Hotline by you (as defined in the Terms and Conditions for Hang Seng Spending Card (the "Spending Card T&C")) shall be subject to all applicable provisions in the Spending Card T&C and the following terms and conditions ("these CSH Terms and Conditions"). You will be bound by all those provisions terms and conditions once you use the Hang Seng Card Centre 24-Hour Customer Service Hotline.

1. Unless otherwise specified, words and expressions having defined meanings in the Spending Card T&C shall have the same meanings when used in these CSH Terms and Conditions.
2. The services provided by Hang Seng under the Hang Seng Card Centre 24-Hour Customer Service Hotline 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. You may use the services provided by Hang Seng under the Hang Seng Card Centre 24-Hour Customer Service Hotline by giving Telephone Instructions and Hang Seng is authorised to act on such Telephone Instructions accordingly:
 - (i) any Telephone Instruction, once given, may not be rescinded or withdrawn without the consent of Hang Seng;
 - (ii) all Telephone Instruction given, as understood and acted on by Hang Seng in good faith, shall be irrevocable and binding on you whether given by you or by any other person purporting to be you; 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.
4. Hang Seng shall be entitled to prescribe, from time to time, the telephone number of the Hang Seng Card Centre 24-Hour Customer Service Hotline through which Telephone Instruction must be given.
5. Telephone Instructions, to be effective, must be given by using whichever Phone 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.
6. Telephone Instructions will generally not be accepted if there are insufficient funds in the relevant Account.
7. Hang Seng may (but shall not be obliged to), and you expressly authorise Hang Seng, to record by tape or other means all Telephone Instruction in connection with the services provided under the Hang Seng Card Centre 24-Hour Customer Service Hotline. You agree that if a dispute arises at any time in relation to the Telephone Instruction, then the tape recording or such other records of such Telephone Instruction shall be conclusive evidence between Hang Seng and you as to the contents and nature of such Telephone Instruction unless and until the contrary is established and may be used as evidence in such dispute.
8. No person other than you 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 CSH Terms and Conditions.

ATM Terms and Conditions

The use of ATMs by you (as defined in the Terms and Conditions for Hang Seng Spending Card (the "Spending Card T&C")) shall be subject to all applicable provisions in the Spending Card T&C and the following terms and conditions ("these ATM Terms and Conditions"). You will be bound by all those provisions terms and conditions once you use the ATMs.

1. Unless otherwise specified, words and expressions having defined meanings in the Spending Card T&C 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 Hong Kong 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 8.2 of the Spending Card T&C.
4. All withdrawal or transfer from any Account concerned shall only be made if there are sufficient funds in that Account.

5. The liability of Hang Seng to you for any loss or damage incurred or suffered by you 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 willful default of Hang Seng shall be limited to twice the value of the relevant Transaction.
6. You hereby irrevocably authorise Hang Seng to debit from the relevant Account(s) designated by you 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 Hang Seng and Card Association to be prevailing at the relevant time in the relevant foreign exchange market without reference to or consent from you. 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 you 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. You acknowledge and agree that Hang Seng has the right to disclose in strict confidence to other persons such information concerning you and your 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 you 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 enJoy Card Reward Points

Eligibility

1. Hang Seng Bank Limited ("Hang Seng") may issue reward points ("Reward Points") for spending with valid enJoy Visa Platinum Card and enJoy Spending Card from time to time issued by Hang Seng either as principal cards or supplementary cards (each a "Card" and 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 and/or Hang Seng, and refunded transactions will not generate any Reward Points or other privileges or benefits.

Supplementary Cardmember

2. Reward Points generated in respect of any supplementary Card will be attributed to the relevant principal Credit Card Account. Holder of a valid Card (a "Cardmember"), whether the principal Cardmember or supplementary Cardmember may redeem Reward Points.

Means of Indication

3. Reward Points earned or adjusted in respect of the Card(s) of the Cardmember will be indicated to the Cardmember on Card statement(s), notice(s), circular(s), or via other appropriate means (including electronic means).

Hang Seng's Records Conclusive

4. Hang Seng's computer records on Reward Points earned or adjusted from time to time with respect to a Cardmember are conclusive and binding on the Cardmember except for any manifest error.

Reward Points

5. A Cardmember can redeem and use the Reward Points under the Reward Points Programme operated by a member of the Jardine Matheson Group ("Reward Points Programme"). A Cardmember has to become a member of the Reward Points Programme to redeem and use the Reward Points. Spending by a Cardmember for goods and services through each Credit Card Account/Card Account (as defined in the relevant Cardmember Agreement) will generate Reward Points under the Reward Points Programme. Hang Seng and/or the Designated Merchants (defined in Clause 7 below) will from time to time inform the Cardmembers in their relevant marketing materials about the rate(s) at which Reward Points are generated.

No Cash Redemption

6. Reward Points cannot be redeemed for cash.

Redemption of Reward Points

7. Subject to the provisions of these Terms and Conditions, Reward Points may be redeemed by the Cardmember for goods and services and subject to expiry prescribed by such merchants as Hang Seng may from time to time designate (the "Designated Merchants").

Balance of Price

8. Any amount of a transaction not settled with Reward Points must be paid by the Cardmember with his/her Card.

Beyond Hang Seng's Control

9. Hang Seng will not be responsible for any delay or failure in generating or redeeming any Reward Points due to any reason or circumstance that is beyond Hang Seng's reasonable control, including any delay or failure relating to the Reward Points Programme or the refusal of any Designated Merchants to accept the Reward Points, or the failure or disruption of any electronic communication service, network or system. Further, Hang Seng will not be responsible in any way for any goods and/or services provided by any Designated Merchant. The Cardmember and the relevant Designated Merchant will have to resolve any complaint directly.

Card Authentication

10. For the purpose of credit card authentication from time to time, an amount of not more than HK\$0.1 will be pre-authorized and withheld from the credit limit. The credit limit withheld each time will usually be released within 30 calendar days.

Display and Treatment of Information

11. The Cardmember authorises and consents to Hang Seng transferring to the operator of the Reward Points Programme the data and information relating to the transactions effected by the Cardmember using the Card from time to time for the purposes of calculating and verifying the Reward Points that are accumulated and redeemed by the Cardmember, and displaying or providing the relevant details to the Cardmember under the Reward Points Programme for the Cardmember's reference and redemption. This Clause 11 applies to all Cardmembers.

Changes to the Reward Points and these Terms and Conditions

12. Hang Seng may at any time with notice to the Cardmembers (i) enhance, replace and/or revise the types of Reward Points and the benefits and privileges available for redemption by Reward Points; (ii) revise these Terms and Conditions; and/or (iii) suspend or terminate the issue of Reward Points.

Interpretation

13. 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

14. 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

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