



Hang Seng Platinum Commercial Mastercard® / Hang Seng Commercial World Mastercard® / Hang Seng Visa Platinum Commercial Card / Hang Seng Visa Platinum Business Card / Hang Seng UnionPay RMB Diamond Commercial Card (including Affinity Card) Cardmember Agreement (Company, Sole Proprietorship and Partnership)

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Please read this Agreement carefully before the Cardmember (as defined below) allows any Authorised Card Users (as defined below) to activate or use Hang Seng Platinum Commercial Mastercard, Hang Seng Commercial World Mastercard, Hang Seng Visa Platinum Commercial Card, Hang Seng Visa Platinum Business Card or Hang Seng UnionPay RMB Diamond Commercial Card or any of the Services (as defined below). Upon any Authorised Card User activating or using the aforesaid Cards or Services, the Cardmember will be deemed to have accepted all the terms and conditions contained in this Agreement and will be bound by and agree to procure all Authorised Card Users to comply with them.

Hang Seng Platinum Commercial Mastercard, Hang Seng Commercial World Mastercard, Hang Seng Visa Platinum Commercial Card, Hang Seng Visa Platinum Business Card or Hang Seng UnionPay RMB Diamond Commercial Card are issued by Hang Seng (as defined below), and the Services are provided by Hang Seng, each on and subject to the following terms and conditions:-

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

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

"ATM PIN" means the personal identification number for the time being assigned by Hang Seng to an Authorised Card User pursuant to Clause 6 and, where the context requires, includes any such number as may be changed by the Authorised Card User 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;

"Authorised Card User" means any person nominated by the Cardmember to use the Card and the Services;

"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 the relevant Card Association may from time to time determine) whether or not the same is authorised by the Cardmember or Authorised Card User (unless Clause 14(b) applies);

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

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

"Card" means any Hang Seng Platinum Commercial Mastercard, Hang Seng Commercial World Mastercard, Hang Seng Visa Platinum Commercial Card, Hang Seng Visa Platinum Business Card or Hang Seng UnionPay RMB Diamond Commercial Card from time to time issued by Hang Seng to the Cardmember for use by an Authorised Card User; or such specialised card as Hang Seng Platinum Commercial Mastercard, Hang Seng Commercial World Mastercard, Hang Seng Visa Platinum Commercial Card, Hang Seng Visa Platinum Business Card or Hang Seng UnionPay RMB Diamond Commercial Card from time to time issued by Hang Seng to the Cardmember for use by an Authorised Card User 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, in respect of a Card, the card scheme operator of that Card and its successors and assigns;

"Card Transaction" means, in respect of each Authorised Card User, any purchase of goods and/or services, or any cash advance (if applicable) effected by the use of his Card or any transaction effected pursuant to the provision of the Services whether or not the same is authorised by the Cardmember or such Authorised Card User (unless Clause 14(b) applies) and, where the context permits, includes Contactless Transactions, Interest-free Instalment Plan transactions and Selected Merchant Interest-free Instalment Plan transactions;

"Cardmember" means any company, sole proprietorship, partnership, body or authority established under an ordinance enacted by the legislature of the Hong Kong Special Administrative Region to whom one or more Cards are issued by Hang Seng and, in the case of a partnership, means each of the present and future partners of the partnership, and, in the case of a sole proprietorship or a partnership, includes any personal representative and lawful successor of the sole proprietor or such partner;

"Credit Card Account" means the account opened and maintained by the Cardmember with Hang Seng in respect of each Card in accordance with Clause 4 to which the value of the relevant 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 each Authorised Card User for the purpose of identifying such Authorised Card User when giving Telephone Instruction and, where the context requires, includes any such number as may be changed by the Authorised Card User in accordance with this Agreement;

"Credit Card Statement" means the monthly statement of a Credit Card Account to be supplied by Hang Seng to the Cardmember or the Authorised Card User in accordance with Clause 9;

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

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

"New Balance" means the debit balance of a Credit Card Account for any month which is owed by the Cardmember to Hang Seng in respect of the relevant Authorised Card User's Card Transactions as shall be specified by Hang Seng in the relevant Credit Card Statement and shall be paid in full by the Cardmember to Hang Seng on or before each Payment Due Date;

"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 collectively or individually an ATM PIN and/or a Credit Card Phone Service PIN as the case may be;

"Services" means such services, products, benefits or privileges which Hang Seng and/or any other person may offer to the Cardmember and the Authorised Card User(s) from time to time pursuant to Clause 16;

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

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

- (b) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of this Agreement.
2. The Cardmember shall procure each Authorised Card User to sign the Card issued by Hang Seng to the Cardmember for such Authorised Card User's use immediately upon receipt. The Cardmember shall be fully responsible for any failure of or delay in any Authorised Card User so doing.
 3. The Card is the property of Hang Seng and will be returned to Hang Seng immediately by the Cardmember and the Authorised Card Users upon Hang Seng's request.
 4.
 - (a) The Cardmember shall open and maintain a Credit Card Account in respect of each Card 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 any 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 and/or Authorised Card User from the Credit Card Account in any other manner shall constitute a cash advance notwithstanding any credit balance in the Credit Card Account.
 - (c) The Cardmember agrees that Hang Seng may debit any Credit Card Account to make a partial or full refund of the credit balance by any means determined by Hang Seng, including making a transfer to any of the Cardmember's bank accounts with Hang Seng or sending a cashier's order to the Cardmember's address last notified in writing to Hang Seng, at any time without prior notice.
 5. Hang Seng may designate such credit limit to the Credit Card Account (including, without limitation, the limit of any cash advance facility) or such maximum amounts in respect of the use of the Services as Hang Seng may from time to time determine at its discretion. The Cardmember shall, and shall procure all Authorised Card Users to, observe strictly such credit limit and maximum amounts but the Cardmember may apply to Hang Seng for a review of the credit limit at any time, subject to Hang Seng's approval of such application. The Cardmember shall immediately make good, by payment in cash or by any other means acceptable to Hang Seng (whether or not a demand has been made by Hang Seng), any indebtedness standing to the debit of the Credit Card Account in excess of any designated credit limit and any indebtedness incurred pursuant to the use of Services in excess of designated maximum amounts. Hang Seng shall be entitled to charge a fee for any such indebtedness.
 6.
 - (a) Only an Authorised Card User who is authorised by the Cardmember to use the cash advance facility made available by Hang Seng to the Cardmember may use his Card at ATMs or at such other premises or by such other means as Hang Seng may prescribe from time to time. Hang Seng will assign to each such Authorised Card User an ATM PIN.
Use by any Authorised Card User of his Card in the manner described above shall be subject to the following terms and conditions:
 - (i) The facilities provided by Hang Seng which can be accessed by the Card in the manner described above shall be specified by Hang Seng from time to time. Hang Seng may add to, terminate or vary any such facilities at its discretion.
 - (ii) In the case of any failure, breakdown or malfunction of all or any of the facilities made available to the Card, liabilities of Hang Seng in respect of any loss or damage incurred or suffered by the Cardmember and/or any Authorised Card User as a result of negligence or wilful default on the part of Hang Seng shall be limited to twice the value of the relevant transaction.
 - (iii) The Cardmember and each Authorised Card User hereby irrevocably authorise Hang Seng to debit from the Credit Card Account in respect of each Authorised Card User the amount of any withdrawal, transfer and/or transaction involving the use of the Card in the manner described above according to the records of Hang Seng.
 - (iv) Hang Seng's records in relation to any withdrawal, transfer and/or transaction involving the use of the Card in the manner described above shall in all respects be conclusive against and binding on the Cardmember and the relevant Authorised Card User unless and until the contrary is established.

- (v) Unless otherwise announced by Hang Seng, cash and/or cheques may be deposited by use of the Card in the manner described above in the Credit Card Account in respect of the relevant Authorised Card User subject to the following:
- (1) any cash and/or cheque so deposited shall not be treated as having been received by Hang Seng until after Hang Seng's verification (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 Credit Card Account which means that the funds will not be available for use;
 - (2) 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 Credit Card Account by the use of the Card in the manner described above and shall in no way bind Hang Seng as to its correctness; and
 - (3) any deposit shall only be treated as having been received by Hang Seng upon Hang Seng's duly crediting the cash into the Credit Card Account or (in the case of a cheque deposit) upon crediting the cheque into the Credit Card Account subject to such cheque being duly honored and paid.
- (vi) The Cardmember hereby agrees to indemnify Hang Seng and keep it fully indemnified from any suits, actions, losses, claims, damages and demands together with any reasonable costs and expenses incurred by Hang Seng arising from or relating to the use by each Authorised Card User of his Card in the manner described in this Clause 6 (a).
- (b) Hang Seng will assign to each Authorised Card User authorised by the Cardmember to use the CSH Services and/or other Services a Credit Card Phone Service PIN to enable such Authorised Card User to use the relevant Services.
- (c) As soon as a PIN is assigned by Hang Seng to the Authorised Card User, it shall remain effective until it is cancelled by, or with the agreement of, Hang Seng. Each Authorised Card User may change the PIN at any time by any such means as Hang Seng may prescribe and the new PIN shall take effect immediately.
- (d) The Card is not transferable and shall only be used exclusively by the Cardmember and/or Authorised Card User.
The Cardmember shall, and shall procure each Authorised Card User to, act in good faith, exercise reasonable care and diligence in keeping the PIN in secrecy and report the loss, theft or misuse in accordance with Clause 14, in particular:-
- (i) At no time and under no circumstances shall the Cardmember or any Authorised Card User disclose the PIN or transfer the Card to any person (including the staff of Hang Seng) or permit their use by any person (including the staff of Hang Seng);
 - (ii) The PIN advice shall be destroyed after memorizing the PIN;
 - (iii) The Card and the PIN should be kept separately;
 - (iv) The Authorised Card User shall never write down the PIN on the Card or on anything usually kept with the Card, or write down or record the PIN without disguising it; and
 - (v) Whenever the PIN is changed by the Authorised Card User, the Authorised Card User shall not use his Hong Kong Identity Card number or passport number, birthday, telephone number or other easily accessible personal information as the PIN.
7. Notwithstanding any of the provisions of this Agreement, the Cardmember shall be solely responsible for all Card Transactions effected by each Authorised Card User (unless Clause 14 (b) applies) and all costs and expenses (including, without limitation, legal fees on a full indemnity basis, costs of engaging collection agent(s) and other expenses of reasonable amount) reasonably incurred by Hang Seng in enforcing this Agreement and/or recovering any sum owed or incurred by the Cardmember and each Authorised Card User to Hang Seng which may be debited to the relevant Credit Card Account. Subject to Clause 10 (a), the Cardmember shall pay promptly the New Balance on or before the Payment Due Date or otherwise upon demand by Hang Seng. The failure of the Cardmember or of any Authorised Card User to sign any sales or cash advance voucher will not relieve the Cardmember from liability to Hang Seng in respect thereof.
8. (a) On the application of the Cardmember, Hang Seng may make available cash advance facility to the Cardmember for the use of such Authorised Card User(s) specified by the Cardmember subject to such terms and conditions as Hang Seng may prescribe. Such Authorised Card User may use the cash advance facility by using his Card in the manner described in Clause 6 (a). The Cardmember shall apply and obtain Hang Seng's prior written consent for withdrawing the Cardmember's authorisation for any Authorised Card User to use the cash advance facility.
- (b) Any cash advance by Hang Seng effected by the use of any 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 relevant Credit Card Account. Hang Seng reserves the right to charge a handling fee for each cash advance at such rate(s) as Hang Seng may from time to time prescribe at its discretion.
9. (a) Unless otherwise agreed with the Cardmember, Hang Seng will supply Credit Card Statements to the respective Authorised Card Users at monthly intervals setting out such details (as Hang Seng may from time to time determine) of such Card Transactions effected during the relevant statement period. The Credit Card Statement will also indicate the Payment Due Date, the New Balance and (wherever applicable) the Minimum Payment Amount. Hang Seng will have the discretion whether to supply a Credit Card Statement if (i) there are no entries covering the relevant statement period and no outstanding balance on the Credit Card Account since the last Credit Card Statement, or (ii) where the Card has been cancelled or terminated by Hang Seng or the Cardmember or the Authorised Card User(s) for whatever reason and there is a debit balance in the Credit Card Account overdue for such period considered by Hang Seng to be unacceptable. Without prejudice to the provisions of Clauses 19, 20 and 21, when the Card has been cancelled or terminated by any party, it is the duty of the Cardmember and the Authorised Card User 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 for repayment purpose and interest shall continue to accrue thereon until full repayment at such rate(s) as prescribed by Hang Seng from time to time.
- (b) Any Credit Card Statement shall be accepted by the Cardmember and the relevant Authorised Card User as correct except to the extent that the Cardmember or the relevant Authorised Card User 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 and/or Authorised Card User, 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 retrieval of any Credit Card Statement issued three or more months ago.

10. (a) Where the Card held by the Cardmember is Hang Seng Platinum Commercial Mastercard, Hang Seng Commercial World Mastercard, Hang Seng Visa Platinum Commercial Card or Hang Seng UnionPay RMB Diamond Commercial Card, the Cardmember shall make payment of the Minimum Payment Amount on or before the Payment Due Date, in which:-
- (i) if Hang Seng shall have actually received payment of the Minimum Payment Amount on or before the Payment Due Date, subject to the charging of interest specified in Clause 8(b), and the finance charge specified in Clause 10(c), payment of the outstanding portion of the New Balance may be deferred to the Payment Due Date specified in the immediately following Credit Card Statement; and
 - (ii) if Hang Seng does not actually receive payment of the Minimum Payment Amount on or before the Payment Due Date, an additional late charge, together with the finance charge specified in Clause 10 (c), shall be payable by the Cardmember at such rate(s) as Hang Seng may from time to time prescribe at its discretion.
- (b) Where the Card held by the Cardmember is Hang Seng Visa Platinum Business Card, if Hang Seng does not actually receive payment of the New Balance on or before the Payment Due Date, an additional late charge, together with the finance charge specified in Clause 10 (c), shall be payable by the Cardmember at such rate(s) as Hang Seng may from time to time prescribe.
- (c) A finance charge at such rate(s) as Hang Seng may from time to time prescribe at its discretion shall be chargeable daily on all sums for the time being outstanding:
- (i) in respect of all Card Transactions other than cash advances; and/or
 - (ii) being any fees or charges payable under this Agreement provided always that, if the New Balance in respect of such sums specified in the Credit Card Statement shall have been paid and actually received by Hang Seng in full on or before the Payment Due Date specified in such Credit Card Statement, no finance charge shall be payable in respect thereof.
11. (a) Payment of the New Balance or any part of it may be effected by such means acceptable to Hang Seng and will be accepted subject to Hang Seng's regular business practices and procedures.
- (b) Payments received by Hang Seng in respect of the Credit Card Account will be applied 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 other amount owed or incurred by the Cardmember to Hang Seng under this Agreement as Hang Seng may notify the Cardmember and/or any Authorised Card User from time to time.
12. Where the Card held by the Cardmember is Hang Seng Platinum Commercial Mastercard, Hang Seng Commercial World Mastercard, Hang Seng Visa Platinum Commercial Card or Hang Seng Visa Platinum Business Card, Card Transactions effected in currencies other than Hong Kong dollars shall be converted into Hong Kong dollars before debited to the Credit Card Account; Where the Card held by the Cardmember is Hang Seng UnionPay RMB Diamond Commercial Card, Card Transactions effected in currencies other than Renminbi shall be converted into Renminbi before debited to the Credit Card Account. Hang Seng shall be entitled to effect any payment in connection with this Agreement in any currency as Hang Seng may prescribe. Where a conversion of one currency into another currency is required under this Agreement, such conversion shall be calculated at such rate specified by Hang Seng, which shall be conclusive and binding on the Cardmember and all Authorised Card Users. Hang Seng shall be entitled to charge a handling fee for such currency conversion at such rate(s) as Hang Seng may from time to time prescribe at its discretion.
13. (a) Hang Seng shall not be responsible for the refusal of any merchant establishment to accept or honour the Card nor shall it be responsible in any way for the goods and/or services supplied to the Cardmember and/or any Authorised Card User. Complaints by the Cardmember and/or any Authorised Card User must be resolved by the Cardmember and/or such Authorised Card User with the merchant establishment and no claims by the Cardmember and/or any Authorised Card User against the merchant establishment may be the subject of set-off or counter-claim against Hang Seng.
- (b) Although it is understood that certain privileges and benefits will be made available from time to time by each Affinity Group to Cardmembers (and their Authorised Card Users) 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 and/or any Authorised Card User must be resolved by the Cardmember with the relevant Affinity Group and no claims by the Cardmember and/or any Authorised Card User against such Affinity Group may be the subject of set-off or counter-claim against Hang Seng.
14. (a) Upon notice or suspicion of (i) any loss, theft or misuse of the Card and/or PIN, (ii) disclosure of the PIN to any unauthorised person or (iii) any unauthorised Card Transaction, it shall be the duty of the Cardmember and/or the relevant Authorised Card User to notify Hang Seng as soon as reasonably practicable either in writing addressed to the Hang Seng Card Centre at such location as Hang Seng may from time to time notify or by telephone at such telephone numbers as Hang Seng may from time to time prescribe (which Hang Seng may ask the Cardmember and/or the relevant Authorised Card User to confirm in writing any details given) and the Cardmember shall procure the relevant Authorised Card User to change the PIN as soon as possible.

- (b) When it is established that the Cardmember and the relevant Authorised Card User have acted in good faith, exercised reasonable care and diligence in safe-keeping the Card 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 effected after Hang Seng actually receives the loss, theft or misuse report;
 - (ii) the liability of the Cardmember of all unauthorised Card Transactions (other than cash advances obtained with the use of the 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 Cardmember and/or such Authorised Card User from time to time.
 - (iii) 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 cash advances effected with the use of the PIN before Hang Seng actually receives the loss, theft or misuse report.
- (c) The Cardmember shall be liable for all unauthorised Card Transactions, if the Cardmember and/or such Authorised Card User has acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the Cardmember's and the Authorised Card User's obligations set out in Clause 6 (d) or Clause 14.
- (d) Hang Seng may at its discretion act on any form of notice purportedly to be given by the Cardmember and/or the relevant Authorised Card User and any action so taken by Hang Seng shall not render Hang Seng howsoever liable to the Cardmember or such Authorised Card User or otherwise discharge any liability of the Cardmember for the unauthorised Card Transactions.
15. Hang Seng may, at its discretion and upon such terms and conditions it may prescribe, issue a replacement Card in case any 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.
16. (a) Services may from time to time be offered by Hang Seng and/or such other person to the Cardmember and the Authorised Card Users by or via the use of the Card on and subject to this Agreement and such other terms and conditions as Hang Seng and/or such other person 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) Hang Seng reserves the right to suspend or terminate any of the Services (whether offered by Hang Seng or any other person) at any time at its discretion without prior notice.
- (c) Without prejudice to the generality of Clause 16(b), Hang Seng shall be entitled to terminate all or any of the Services (whether offered by Hang Seng or any other person) immediately without notice to the Cardmember or the Authorised Card Users if the Cardmember and/or any Authorised Card User 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 and/or such Authorised Card User.
17. CSH shall be provided by Hang Seng to the Cardmember and the Authorised Card Users on and subject to the following terms and conditions:
- (a) each Authorised Card User may use the CSH Services by giving Telephone Instructions and the Cardmember 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 and the relevant Authorised Card User whether given by such Authorised Card User and/or by any other person purporting to be such Authorised Card User;
 - (iii) all Card Transactions effected by Hang Seng pursuant to or as a result of a Telephone Instruction shall be binding on the Cardmember and the relevant Authorised Card User in all respects;
 - (b) Hang Seng shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given; and
 - (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.
18. The Cardmember and each Authorised Card User acknowledge and agree that Hang Seng has absolute discretion in offering and providing Services, benefits and privileges in connection with the use of Cards on such terms and conditions as Hang Seng may prescribe from time to time, and that such Services, benefits and privileges may be offered and provided by Hang Seng to either or both the Cardmember and the Authorised Card User.
19. (a) The Cardmember and/or the Authorised Card User may cancel or terminate any Card at any time by giving written notice to Hang Seng and returning the relevant Card(s) at the same time. All returned Cards must be cut. Notwithstanding the foregoing, Hang Seng may at its discretion act on any oral notice purportedly given by the Cardmember or the relevant Authorised Card User to cancel or terminate the Card and will notify the Cardmember and/or the relevant Authorised Card User the effective date of cancellation or termination. Any action taken by Hang Seng upon reliance of any oral notice shall not render Hang Seng howsoever liable to the Cardmember or the relevant Authorised Card User or otherwise discharge the Cardmember's liabilities.
- (b) Hang Seng may cancel, terminate, withdraw or revoke any Card at any time without prior notice and with or without cause. For the avoidance of doubt, unless Hang Seng agrees otherwise,
- (i) upon the Cardmember ceasing to be eligible to hold a Card due to a change of the Cardmember's membership or status in the relevant Affinity Group, the 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.
20. Termination of any Card for whatever reason and the suspension or termination of all or any of the Services shall be without prejudice to the right of Hang Seng to settle any Card Transaction entered into by any Authorised Card User prior to or after such termination or suspension. Further, upon such termination or suspension, Hang Seng may cancel all or any unexecuted Card Transactions at its discretion.

21. Upon cancellation or termination of any Card by the Cardmember or Authorised Card User or by Hang Seng or (if applicable) on the insolvency, liquidation, winding up, dissolution, bankruptcy or death of the Cardmember or the relevant Authorised Card User, all sums owing or incurred by the Cardmember in respect of such Authorised Card User to Hang Seng under this Agreement (whether debited to any 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 estate of the Cardmember shall be liable for settling such sums. Hang Seng shall be entitled to charge interest at the rate(s) specified in Clause 8 (b) 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).
22. The Cardmember shall procure that each Authorised Card User shall use his Card for purposes which benefit the Cardmember and not any other purposes. Nevertheless, the Cardmember shall without any deduction, set-off, counter-claim, withholding or condition of any kind, indemnify Hang Seng in respect of any Card Transaction whether or not effected for a proper purpose, and whether or not any Authorised Card User's relationship with the Cardmember is terminated.
23. (a) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Cardmember's accounts, whether in the name of the Cardmember or in the names of the Cardmember and any other person(s), in or towards satisfaction of any indebtedness owed or incurred by the Cardmember and each Authorised Card User to Hang Seng under this Agreement in whatever capacity and whether actual or contingent or whether owed or incurred solely by the Cardmember or any Authorised Card User or by the Cardmember or any Authorised Card User and any other person(s).
- (b) Hang Seng shall be entitled to exercise a lien over all property of the 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 owed or incurred by the Cardmember and each Authorised Card User to Hang Seng.
24. 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 or incurred by the Cardmember to Hang Seng under this Agreement.
25. Hang Seng shall be entitled to prescribe, from time to time, fees and charges payable in respect of 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 and charges 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 and each Authorised Card User if the Cardmember or any of the Authorised Card Users continues to use or retain the Card or (if applicable) to use any of the Services after the effective date thereof.
26. 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 and each Authorised Card User 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 and each Authorised Card User unless the Cardmember and each Authorised Card User terminate the Cards by written notice received by Hang Seng (together with the returned Cards which must be cut) before the effective date of the variation.
27. Unless due to the negligence or wilful default of Hang Seng, its officers or employees, Hang Seng does not assume any liability or responsibility to the Cardmember, any Authorised Card User or any third party for the consequences arising out of or in connection with:
- (a) access to the use of the Card and/or the Services by any Authorised Card User or any other person whether or not authorised unless Clause 14(b) applies or unless the Card has not been received by the Cardmember and/or the relevant Authorised Card User;
- (b) any interruption, suspension, delay, loss, mutilation or other failure in transmission of the instructions of the Cardmember or any Authorised Card User or other information howsoever caused;
- (c) its inability to execute any of the instructions of the Cardmember or any Authorised Card User due to prevailing market conditions and the manner and timing of execution of any instruction; and/or
- (d) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the performance of Hang Seng's functions under this Agreement, Acts of God or any other causes beyond the reasonable control of Hang Seng.
- Provided that Hang Seng will bear the direct loss suffered by the Cardmember (to the extent of any amount wrongly posted to the Credit Card Account and any interest thereon) arising from the use of counterfeit card by a third party.
28. (a) The Cardmember and/or any Authorised Card User shall notify Hang Seng promptly in writing of any changes in telephone number, employment, residential address, office address or email 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.
- (b) The Cardmember shall, and shall procure each Authorised Card User to, provide Hang Seng with such financial and other information concerning the Cardmember and each Authorised Card User and their respective affairs as Hang Seng may from time to time reasonably require.
29. Any Credit Card Statement, notice or other communication given by Hang Seng to the Cardmember or any Authorised Card User hereunder shall be deemed to have been received by the Cardmember or such Authorised Card User two days after posting to their respective addresses last notified in writing to Hang Seng. Items sent to the Cardmember or any Authorised Card User are sent at their risk. All notices or other communications sent by the Cardmember or any Authorised Card User to Hang Seng shall be deemed to have been delivered to Hang Seng on the day of actual receipt.

30. (a) Hang Seng may (but shall not be obliged to), and the Cardmember and each Authorised Card User expressly authorise Hang Seng to, record by tape or other means all instructions and requests given by the Cardmember and any Authorised Card User verbally to Hang Seng and all other verbal communications between the Cardmember and/or any Authorised Card User 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 Communication"). The Cardmember and each Authorised Card User expressly agree that if a dispute arises at any time in relation to the contents of any Verbal Communication, then the tape recording or such other records of such Verbal Communication, 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 and/or the relevant Authorised Card User as to the contents and nature of such Verbal Communication 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.

31. Collection and disclosure of information of the Cardmember and each Authorised Card User

(a) Definitions

Terms used in this Clause 31 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 31.

"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 any Authorised Card User or that of a Connected Person, where applicable: (i) Personal Data, (ii) information about the Cardmember or any Authorised Card User, the Cardmember's or any Authorised Card User's accounts, Cards, transactions, use of Hang Seng's products and services and the Cardmember's or any Authorised Card User'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 and the Authorised Card Users) whose information (including Personal Data or Tax Information) is provided by the Cardmember or any Authorised Card User, or on behalf of the Cardmember or any Authorised Card User, 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, the Cardmember's or any Authorised Card User's representative, agent or nominee, or any other persons or entities with whom the Cardmember or any Authorised Card User have a relationship that is relevant to the Cardmember's or any Authorised Card User'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, 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 or any Authorised Card User'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 or any Authorised Card User, including marketing services or products to the Cardmember or any Authorised Card User, 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 or any Authorised Card User's tax status or the tax status of a Connected Person.

"Tax Information" means documentation or information about the Cardmember's or any Authorised Card User'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).

(b) Collection, use and sharing of Cardmember Information

This Clause 31(b) explains how Hang Seng will use information about the Cardmember, each Authorised Card User and Connected Persons. The Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance that applies to the Cardmember, each Authorised Card User and other individuals (the "PICS") also contains important information about how Hang Seng and the HSBC Group will use such information and the Cardmember and each Authorised Card User 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 or any Authorised Card User or Connected Person directly, from a person acting on behalf of the Cardmember or any Authorised Card User or Connected Person, 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 (1) the purposes set out in Appendix 1 (applicable to Cardmember Information other than Personal Data) (2) the purposes set out in the PICS (applicable to Personal Data) and (3) matching against any data held by Hang Seng or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Cardmember or any Authorised Card User) ((1) to (3) are collectively referred to as 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 information for the Purposes) and Appendix 1 (applicable to Cardmember Information other than Personal Data).

OBLIGATIONS OF THE CARDMEMBER AND AUTHORISED CARD USERS

(iv) The Cardmember and each Authorised Card User agree 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 Cardmember 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. The Cardmember further undertakes to notify Hang Seng (in such manner as may be prescribed or accepted by Hang Seng from time to time) of any change of directors, shareholders, partners, controllers, legal status or constitutional documents.

(v) The Cardmember and each Authorised Card User 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 31 and the PICS (as may be amended or supplemented by Hang Seng from time to time). The Cardmember and each Authorised Card User shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(vi) The Cardmember and each Authorised Card User 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 Cardmember Information in the manner described in this Agreement. The Cardmember and each Authorised Card User agree to inform Hang Seng promptly in writing if the Cardmember or any Authorised Card User is not able or has failed to comply with the obligations set out in Clauses 31(b)(v) and 31(b)(vi) in any respect.

(vii) Where

- the Cardmember, any Authorised Card User or any Connected Person fails to provide promptly Cardmember Information reasonably requested by Hang Seng, or
- the Cardmember, any Authorised Card User 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 any Authorised Card User), 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/or any Authorised Card User and reserve the right to terminate Hang Seng's relationship with the Cardmember and/or any Authorised Card User;
- (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 and/or any Authorised Card User's account(s) or any Card where permitted under local Laws.

In addition, if the Cardmember or any Authorised Card User fail to supply promptly the Cardmember's, any Authorised Card User'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 status of the Cardmember or any Authorised Card User or that of the Connected Person, including whether the Cardmember, any Authorised Card User 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 any Authorised Card User, or on the Cardmember's or any Authorised Card User'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 any Authorised Card User or that of 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 or any Authorised Card User'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 Authorised Card User or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Cardmember or any Authorised Card User 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, each Authorised Card User and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that the Cardmember and each Authorised Card User are solely responsible for understanding and complying with the Cardmember's and each Authorised Card User's tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by Hang Seng or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person (and not in his/its personal capacity) also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Cardmember's or any Authorised Card User'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 and each Authorised Card User are 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 or any Authorised Card User'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 31 and the provisions in or governing any other service, product, business relationship, account or agreement between the Cardmember and Hang Seng, or between any Authorised Card User and Hang Seng, this Clause 31 shall prevail.
- (ii) If all or any part of the provisions of this Clause 31 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 31 in that jurisdiction.

(f) Survival upon termination

This Clause 31 shall continue to apply notwithstanding any termination by the Cardmember or any Authorised Card User or Hang Seng or a member of the HSBC Group of the provision of any Services to the Cardmember and/or any Authorised Card User, the closure of any account of the Cardmember or any Authorised Card User, or the termination of any Cards of the Cardmember or any Authorised Card User.

- 32. 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 the Cardmember and each Authorised Card User and the Cardmember and each Authorised Card User agree 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.
- 33. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Each of Hang Seng, the Cardmember and any Authorised Card User 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.
- 34. The English version of this Agreement shall prevail wherever there is a discrepancy between the English and the Chinese versions.
- 35. 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.
- 36. The Card shall not entitle the Cardmember and/or any Authorised Card User 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 and/or an Authorised Card User is a member or customer unless otherwise announced by such Affinity Group. The Cardmember shall not, and shall procure that any Authorised Card User shall not, represent, profess or hold the Cardmember and/or any Authorised Card User 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 36 by the Cardmember and/or any Authorised Card User.
- 37. 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 or Authorised Card User to whom a Card is issued by Hang Seng pursuant to the affinity card programme agreement with such Affinity Group to avoid, diminish or in any way delay such Cardmember's and/or Authorised Card User's liabilities or obligations to Hang Seng.
- 38. The Cardmember authorises, and shall procure that each Authorised Card User 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) the Authorised Card User and/or (iii) all or any transaction or dealing between the Cardmember and/or the Authorised Card User with Hang Seng, in each case for any purpose of sales and marketing of goods and services.

39. (a) All payments to be made by the Cardmember, any guarantor, security provider or other person (collectively "the obligors" and each "an obligor") to Hang Seng under this Agreement or under any documents relating to the Card service shall be made to Hang Seng as specified by Hang Seng without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time an obligor is required to make any deduction or withholding for or on account of tax or otherwise from any payment to Hang Seng, the sum due from that obligor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Hang Seng receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which Hang Seng would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the obligors to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The obligors shall jointly and severally indemnify Hang Seng against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of the relevant obligor to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon request of Hang Seng, the obligors shall jointly and severally and promptly deliver to Hang Seng evidence satisfactory to Hang Seng that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.
- (b) Any fee or charge referred to in this Agreement is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the relevant obligor at the same time as it pays the relevant fee or charge.
40. The Cardmember shall be solely liable for the obligations and liabilities of each Authorised Card User under this Agreement. 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 and each Authorised Card User or the exercise 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 or incurred 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.
41. No person other than the Cardmember/Authorised Card User and Hang Seng will have the 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

Except for the Cardmember and/or Authorised Card User of Hang Seng UnionPay RMB Diamond Commercial Card, Hang Seng Credit Card Cardmember can apply for Hang Seng Credit Card Interest-free Instalment Plan ("Instalment Plan") for the use of an Authorised Card User 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 authorise(s) Hang Seng to pay the merchant the Instalment Amount for purchase of the goods and/or services. Cardmember and/or Authorised Card User agree(s) 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 and/or Authorised Card User 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 and/or Authorised Card User'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/or Authorised Card User 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 Authorised Card User 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 or incurred 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 and/or Authorised Card User 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 and/or Authorised Card User 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 and/or Authorised Card User. Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with merchant by the Cardmember and/or Authorised Card User. 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 its obligation to repay all moneys owing or incurred 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 and/or Authorised Card User agree(s) that Hang Seng can communicate and exchange his/her personal information with the merchant.
11. When it is established that the Cardmember and/or Authorised Card User has/have 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 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 and/or Authorised Card User has/have acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the Cardmember's and/or Authorised Card User's obligations set out in the Cardmember Agreement.
12. Hang Seng shall be entitled at any time with notice to the Cardmember and/or Authorised Card User: (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/Authorised Card User and Hang Seng will have the 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

Except for the Cardmember and/or Authorised Card User of Hang Seng UnionPay RMB Diamond Commercial Card, Hang Seng Credit Card Cardmember can apply for Hang Seng Credit Card Selected Merchant Interest-free Instalment Plan ("Selected Merchant Instalment Plan") for the use of an Authorised Card User to purchase goods and/or services from specific merchants. The Selected Merchant Instalment Plan is an interestfree loan transaction. Under the Selected Merchant Instalment Plan, Hang Seng Bank Limited ("Hang Seng") would lend to the Cardmember an interest-free instalment loan amount ("Instalment Amount") which is equivalent to the purchase price of the goods and/or services, and pay the Instalment Amount to the merchant on behalf of the Cardmember. The Cardmember is required to repay the Instalment Amount by monthly instalments to Hang Seng according to the tenor of the Selected Merchant Instalment Plan until the Instalment Amount is fully repaid, subject to termination of the Selected Merchant Instalment Plan in accordance with the terms herewith. Cardmember hereby applies for the Selected Merchant Instalment Plan and irrevocably authorises Hang Seng to pay the merchant the Instalment Amount for purchase of the goods and/or services. Cardmember and/or Authorised Card User agree(s) 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 and/or Authorised Card User 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/or Authorised Card User 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 and/or Authorised Card User'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/or Authorised Card User 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 and/or Authorised Card User has/have 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 Authorised Card User 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 or incurred 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 and/or Authorised Card User 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 and/or Authorised Card User 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 and/or Authorised Card User. Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with merchant by the Cardmember and/or Authorised Card User. 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 its obligation to repay all moneys owing or incurred 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 and/or Authorised Card User agree(s) that Hang Seng can communicate and exchange his/her personal information with the merchant.
13. When it is established that the Cardmember and/or Authorised Card User has/have 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 and/or Authorised Card User has/have acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the Cardmember's and/or Authorised Card User's obligations set out in the Cardmember Agreement.
14. Hang Seng shall be entitled at any time with notice to the Cardmember and/or Authorised Card User (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/Authorised Card User and Hang Seng will have the 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.

APPENDIX 1

The following terms supplement Clause 31 and relate to the use, store, process, transfer and disclosure of Cardmember Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in Clause 31 of this Agreement.

USE OF CARDMEMBER INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Cardmember Information (other than Personal Data) may be used are as follows:

- (1) considering applications for Services;
- (2) approving, managing, administering or effecting Services or any transaction that the Cardmember or any Authorised Card User requests or authorises;
- (3) meeting Compliance Obligations;
- (4) conducting Financial Crime Risk Management Activity;
- (5) collecting any amounts due from the Cardmember and from those providing guarantee or security for the obligations of the Cardmember;
- (6) conducting credit checks and obtaining or providing credit references;
- (7) enforcing or defending Hang Seng's or a member of the HSBC Group's rights;
- (8) meeting the internal operational requirements of Hang Seng or the HSBC Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (9) creating and maintaining Hang Seng's credit and risk related models;
- (10) ensuring the ongoing credit worthiness of the Cardmember and of those providing guarantee or security for the obligations of the Cardmember;
- (11) marketing, designing, improving or promoting Services or related products to the Cardmember or any Authorised Card User (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (12) determining the amount of indebtedness owed to or by the Cardmember and by those providing guarantee or security for the obligations of the Cardmember;
- (13) complying with any obligations, requirements or arrangements that Hang Seng or any branch of Hang Seng or any member of the HSBC Group is expected to comply according to:
 - (i) any Laws or Compliance Obligations;
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
 - (iv) any agreement or treaty between Authorities;
- (14) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- (15) meeting any obligations, demand or request from Authorities;
- (16) enabling an actual or proposed assignee of Hang Seng, or participant or sub-participant of Hang Seng's rights in respect of the Cardmember or any Authorised Card User to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (17) maintaining Hang Seng's or HSBC Group's overall relationship with the Cardmember or any Authorised Card User; and
- (18) any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF CARDMEMBER INFORMATION OTHER THAN PERSONAL DATA

Hang Seng may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Cardmember Information (other than Personal Data) to all such persons as Hang Seng may consider necessary (wherever located) including without limitation:

- (a) any member of the HSBC Group;
- (b) any agents, contractors, sub-contractors, service providers, or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
- (c) any Authorities;
- (d) anyone acting on behalf of the Cardmember or any Authorised Card User, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Cardmember or any Authorised Card User has an interest in securities (where such securities are held by Hang Seng or any member of the HSBC Group for the Cardmember or any Authorised Card User);
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (g) any party involved in any business transfer, disposal, merger or acquisition by Hang Seng or any member of the HSBC Group;
- (h) any third party fund manager providing the Cardmember or any Authorised Card User with asset management services; and
- (i) any introducing broker to whom Hang Seng provides introductions or referrals.