

**TERMS AND CONDITIONS
FOR
Hang Seng Commercial Multi-Currency Debit Mastercard**

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1. General

Please read these **Terms and Conditions for Hang Seng Commercial Multi-Currency Debit Mastercard** (these “**Terms**”) carefully before the Customer allows any Debit Card User to activate or use the Commercial Debit Card. All other terms and conditions which govern the Account, any other accounts, products, services, loans and facilities provided by the Bank, as may be amended from time to time, also apply to the use of the Commercial Debit Card, unless the Bank otherwise agrees. If there is any conflict or inconsistency with other terms and conditions, these Terms will prevail for the Commercial Debit Card. Upon any Debit Card User activating and using the Commercial Debit Card, the Customer will be deemed to have accepted these Terms and will be bound by and agree to procure all Debit Card Users to comply with them.

2. Definitions and Interpretation

2.1 In these Terms, unless defined otherwise or the context otherwise requires:

“Account” means any account in the name of the Customer which the Bank allows the Debit Card User to access using the Commercial Debit Card or PIN;

“ATM” means any automated teller machine, automated cash dispenser or other electronic data transmission terminals or point of sales terminals (whether inside or outside Hong Kong) from time to time announced by the Bank;

“Authorised Persons” means the persons authorised by the Customer to give any Debit Card Instructions (together with specimen signatures, identification documents and supporting board resolutions or other evidence of the Customer’s authority as may be specified by the Bank) to the Bank from time to time in such manner as the Bank requires.

“Bank” means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns;

“Business Integrated Account Terms and Conditions” means the terms and conditions which govern the use of the Account, including its amendments from time to time;

“Commercial Debit Card” means a Hang Seng Commercial Multi-Currency Debit MasterCard issued by the Bank;

“Customer” means the corporation, sole proprietorship, partnership, statutory body or authority, other body of persons or form of association (whether incorporated or not) and in whose name the Bank has allowed it to open an Account and, in the case of a sole proprietorship, means the sole proprietor and, in the case of a partnership, means each of the present and future partners of the partnership; and includes, in the case of a corporation, its lawful successor and, in the case of a sole proprietorship or partnership, any personal representative and lawful successor of the sole proprietor or each partner and, where the context permits, includes any Authorised Person(s);

“Debit Card Instruction” means instruction given to the Bank by the use of a Commercial Debit Card;

“Debit Card User” means any person to whom the Bank has issued a Commercial Debit Card following receipt from the Customer of a duly completed application form in a format specified by the Bank;

“Foreign Currency” means a currency other than Hong Kong Dollar;

“Foreign Currency Savings Account” means a savings account denominated in a Foreign Currency linked to the Account;

“Hang Seng Business Mobile Application” means the Hang Seng Business Mobile Application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by the Bank, the use of which is governed the terms and conditions titled “Hang Seng Business e-Banking Services Terms and Conditions” including its amendments from time to time.

“Hong Kong” means the Hong Kong Special Administrative Region of the Republic of China;

“Hong Kong Dollar” or “HKD” means the lawful currency of Hong Kong;

“Hong Kong Dollar Savings Account” means a savings account denominated in Hong Kong Dollar linked to the Account;

“Mastercard” when used as a noun, means Mastercard Asia/Pacific Pte. Ltd.;

“Mobile Device” means the computer, smartphone, tablet or other electronic, digital or mobile device stored with, linked to or enabled to access or use the Commercial Debit Card.

“PIN” means any number or code the Bank applies or uses to identify the Debit Card User when the Debit Card User accesses information, gives instructions or makes a transaction using a Commercial Debit Card. A PIN may include a personal identification number, a personal code or a card verification value (CVV) number. A PIN may be designated by the Bank or the Debit Card User;

“Transaction” means any transfer, withdrawal or other transaction effected by the Bank pursuant to or as a result of a Debit Card Instruction.

2.2 In these Terms:

(a) unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender; and

(b) the phrase ‘includes’ or ‘including’ means ‘includes but not limited to’ and ‘including without limitation’.

3. Use of the Commercial Debit Card

3.1 Operation of the Account

3.1.1 Each Debit Card User can access, make withdrawals from and deposit cash in such currencies as permitted by the Bank from time to time to the Account with the use of a Commercial Debit Card in accordance with these Terms.

3.1.2 The Debit Card User can operate any Account with the Commercial Debit Card by electronic or digital means. This includes at an ATM, a point-of-sale terminal, by telephone or other designated electronic, digital or mobile device. To do this, the Customer will need to link that Account to the Commercial Debit Card. The Bank may set conditions or limits on the use of the Commercial Debit Card, including:

- the Account to be linked to the Commercial Debit Card;
- the currency of any transaction; and
- limits for transactions or payment effected by the Commercial Debit Card. This includes per-day or per-transaction or other limits.

3.1.3 Before allowing any Debit Card User to use the Commercial Debit Card to withdraw cash in such currencies as permitted by the Bank from time to time at an ATM outside Hong Kong, the Customer must set for each Commercial Debit Card:

- (a) daily withdrawal limits; and
- (b) corresponding activation periods.

The Customer can do this via one of the channels and in the manner (including whether the limits apply individually or collectively) designated by the Bank from time to time. The Bank may charge fees when the Debit Card User uses the Commercial Debit Card outside Hong Kong. The Debit Card User will also need to comply with the applicable law and regulations in the relevant overseas jurisdiction.

3.1.4 Cash deposited with any ATM by the use of a Commercial Debit Card will be credited to the Account, subject to subsequent verification by the Bank in its normal course of business. The advice slip issued by the ATM at the time of deposit only represents what the Debit Card User purports to have deposited and will not bind the Bank.

3.2 Card and PIN

3.2.1 The Commercial Debit Card is and shall at all times be the property of the Bank and subject to the Bank's cancellation or withdrawal at any time without giving the Customer and/or the Debit Card User any prior notice and reason.

3.2.2 The Commercial Debit Card is not transferable and shall only be used exclusively by the Debit Card User to whom it is issued. At no time and under no circumstances shall the Customer or the Debit Card User transfer the Commercial Debit Card to any person or permit its use by any person other than the Debit Card User.

3.2.3 The Customer and the Debit Card User shall act in good faith, exercise reasonable care and diligence in keeping the PIN in secrecy and the Commercial Debit Card in safe-keeping. At no time and under no circumstances shall the Customer or the Debit Card User disclose the PIN to any person.

3.2.4 The Bank has the right at its discretion, to refuse to issue any Commercial Debit Card for whatever reason.

3.2.5 The Customer shall be responsible for ensuring that each Commercial Debit Card is signed by the Debit Card User promptly upon receipt.

3.2.6 The Customer undertakes that it shall:

- (a) ensure that a Commercial Debit Card is used solely for the purposes of the Customer's business;
- (b) (i) comply with these Terms and other terms applicable to the use of a Commercial Debit Card and
(ii) ensure acceptance and compliance by Debit Card Users with these Terms and other terms applicable to the use of a Commercial Debit Card;
- (c) comply with and ensure compliance by Debit Card Users with any instructions or recommendations the Bank may issue to the Customer and/or Debit Card Users in connection with the use of a Commercial Debit Card, including without limitation measures to safeguard the Commercial Debit Card, PIN or the use of the Hang Seng Business Mobile Application;
- (d) be fully responsible for any accidental or unauthorized use or disclosure to any person of the Commercial Debit Card or the PIN and shall bear the risks of Commercial Debit Card and/or the PIN being used by any unauthorized person(s) or for any unauthorized purposes(s);
- (e) upon notice or suspicion of the PIN being disclosed to any unauthorized person and/or any unauthorized Commercial Debit Card Instruction being given and/or in the case of any loss or theft of the Commercial Debit Card, notify the Bank in person immediately or by telephone at such telephone numbers (which the Bank may ask the Customer or the Debit Card User to confirm in writing of any details given) or in such other manner as the Bank may prescribe from time to time and the Debit Card User shall change the PIN as soon as possible. Any such notification, once given, may not be cancelled or withdrawn unless the Bank agrees otherwise. Provided that the Customer and the relevant Debit Card User have acted in good faith and complied with this Clause 3.2.6, the Customer shall not be liable for any Transaction effected after the Bank has actually received notice referred to in this Clause 3.2.6. However, all withdrawals, transfers and/or Transactions involving any Debit Card Instructions given and/or the use of the Commercial Debit Card by any person whether or not authorized by the Customer prior to the Bank's actual receipt of any notice referred to in this Clause 3.2.6 shall be conclusively binding on the Customer.

3.2.7 The Bank shall be under no responsibility to the Customer to:

- (a) ensure that a Debit Card User duly complies with these Terms, other terms applicable to the use of the Commercial Debit Card, and any instructions or recommendations the Bank may issue in connection with the use of a Commercial Debit Card;
- (b) take any legal action or proceedings against a Debit Card User;
- (c) ensure that the Commercial Debit Card is used for the purposes of the Customer's business or within any Debit Card User's authority conferred by the Customer in respect thereof; or
- (d) review, monitor or investigate use of a Commercial Debit Card. The Bank shall not be liable for any consequential or indirect damages arising from or related to the use of the Commercial Debit Card.

3.2.8 No cash advance or credit facility or overdraft facility are offered under a Commercial Debit Card. This is true even if the Account has existing overdraft or credit facilities.

3.2.9 The Bank may at any time without prior notice:

- (a) introduce, vary, restrict, suspend, withdraw or cancel any of the rights, benefits, functions, services, facilities, rewards and privileges in connection with a Commercial Debit Card; and/or
- (b) set and vary any limits and conditions for using a Commercial Debit Card, including transaction limits and permitted transaction currencies.

3.2.10 The Bank shall make available Commercial Debit Card control functions on the Hang Seng Business Mobile Application. The use of the Commercial Debit Card control functions will be subject to these Terms and the relevant terms and conditions that apply to the Hang Seng Business Mobile Application. The Customer authorizes the Bank to treat all instructions for Commercial Debit Card control and/or Debit Card Instructions received by the Bank as instructions properly authorized by the Customer, and such instructions shall prevail over the terms of any other Customer's mandates given to the Bank at any time concerning the Account or the Customer's affairs if there is any inconsistency between them.

3.2.11 Each Debit Card User undertakes that he/she shall not permit any other person to use the Commercial Debit Card and will at all times safeguard the Commercial Debit Card and keep it under his/her personal control.

3.2.12 The Customer and Debit Card Users shall comply with such procedures for using the Commercial Debit Card and specifying Debit Card Users and/or the Account as the Bank may prescribe from time to time.

3.2.13 The Customer shall ensure that each Debit Card User shall observe and comply with these Terms. The Customer shall be responsible for all acts and omissions of each Debit Card User in the use of the Commercial Debit Card, including any breach or non-compliance of these Terms or any fraud or negligence on the part of any Debit Card User.

3.3 Sufficient Funds in the Account

3.3.1 The Bank is authorized to debit the Account with the value of all Transactions (including ATM transactions) made by use of a Commercial Debit Card and all amounts properly debited to the Commercial Debit Card.

3.3.2 If a Debit Card User effects a transaction using a Commercial Debit Card in Hong Kong Dollars, the Bank will debit the transaction amount in the following manner:

- (a) the Bank will debit the full transaction amount from the Account on posting date (which will be such a day after the transaction date as determined by the Bank);
- (b) if there are sufficient available funds in the Hong Kong Dollar Savings Account to settle the transaction amount in full, the Bank will debit the full amount of the transaction from the Hong Kong Dollar Savings Account; or
- (c) if there are insufficient available funds in the Hong Kong Dollar Savings Account to settle the transaction amount in full, the Bank has the right to reject the transaction.

3.3.3 If a Debit Card User effects a transaction using a Commercial Debit Card in a Foreign Currency, the Bank will debit the transaction amount in the following manner:

- (a) the Bank will debit the full transaction amount from the Account on posting date (which will be such a day after the transaction date as determined by the Bank);
- (b) if the transaction is denominated in a Foreign Currency which the Customer may access under the Foreign Currency Savings Account and there are sufficient available funds in that Foreign Currency in the Foreign Currency Savings Account to settle the transaction amount in full, the Bank will debit the full amount of the transaction from the Foreign Currency Savings Account; or
- (c) if there are insufficient available funds in that Foreign Currency in the Foreign Currency Savings Account to settle the transaction amount in full on the posting date, or if the Customer does not have access to the Foreign Currency under the Foreign Currency Savings Account, the Bank may convert the transaction amount from the Foreign Currency into Hong Kong Dollars. If there are sufficient available funds in the Hong Kong Dollar Savings Account to settle the converted amount in full, the Bank will debit the converted amount in full from such Hong Kong Dollar Savings Account. If there are insufficient available funds in the Hong Kong Dollar Savings Account to settle the converted amount in full, the Bank has the right to reject the transaction. For avoidance of doubt, the Bank will not combine the available funds in Hong Kong Dollar held in such Hong Kong Dollar Savings Account and Foreign Currency Savings Account for settling the converted amount, and the Bank has the right to effect the currency conversion in each case at the exchange rate and at the time as the Bank considers appropriate. The Customer shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

3.3.4 If there is a shortfall of account balance to be debited from the Account to settle the full transaction amount on posting date, which may be due to (i) exchange rate difference between transaction date and posting date; (ii) abnormal Customer's Account status that prohibits the Bank to debit the transaction amount on posting date; and/or (iii) any other special situations, the Bank has the right to debit the shortfall from any other account the Customer may maintain with the Bank for settlement, regardless of the transaction currency, based on the exchange rate determined by the Bank at settlement. The Bank may also request the Customer to deposit funds into the Account to make up any shortfall. If the transaction is in a Foreign Currency, Clause 3.3.3(c) shall apply.

3.4 Gambling and Illegal Transactions

No Commercial Debit Card shall be used for payment of online or card not present gambling transactions or any other transaction which is illegal under any applicable laws. The Bank reserves the right to decline processing any transaction which it suspects to be of such nature. In the event that the Bank suspects, believes or otherwise has knowledge that any Transaction effected is for the purpose of or is otherwise related to online gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Transaction and to cancel the Commercial Debit Card.

4. Card Benefits

4.1 The Bank may:

- (a) introduce new benefits and change or withdraw any benefit without prior notice; and/or

(b) set, exclude or withdraw any Account which may be linked or used in connection with any Commercial Debit Card benefit; and /or

(c) offer different Commercial Debit Card benefits based on the Account status. This includes preferential rates, fees and charges discount.

4.2 The Bank may issue and amend additional terms and conditions for Commercial Debit Card benefits from time to time.

4.3 The Customer may have to make a separate application to obtain some benefits.

5. Cash Rebate

5.1. The Bank may offer cash rebate to eligible Transactions. The Bank's decision on a Transaction's eligibility for the cash rebate is final and conclusive.

5.2. The Bank has a sole discretion to set, vary, suspend or withdraw any cash rebate offers and arrangements from time to time. This includes:

- (a) the rate of cash rebate (including the different rates applicable to different customer segments and transaction types);
- (b) any minimum or maximum amount of cash rebate which may be earned;
- (c) the types of transactions eligible for earning cash rebate;
- (d) any minimum or maximum limit on the transaction amount for earning cash rebate;
- (e) how and when and the currency in which cash rebate will be paid;
- (f) the channel through which a transaction must be effected in order to be eligible for earning cash rebate;
- (g) the circumstances under which any cash rebate paid to the Customer is later reversed, cancelled or identified as ineligible and the Bank's right to deduct such cash rebate from the Account; and
- (h) any other details relating to earning or paying cash rebate.

5.3. The Bank has the right not to pay any cash rebate and the right to debit from the Account any cash rebate paid to the Customer if, in the Bank's reasonable opinion, there is fraud or abuse relating to the earning or using of cash rebate. Such fraud or abuse may include (without limitation) obtaining a refund of the amount of a Transaction by any means after earning the cash rebate for that Transaction.

5.4. The Bank has the right not to offer cash rebate if the Commercial Debit Card is suspended or conditions have been imposed for accessing the Account or the Account is suspended.

5.5. The Bank has the right to cancel any unused cash rebate on the cancellation of the Commercial Debit Card.

5.6. The following transactions are ineligible for cash rebate:

- (a) fees and charges;
- (b) cash withdrawal;
- (c) purchase transactions effected outside of the Mastercard network;
- (d) bill payment (including tax payments to the tax authorities);
- (e) quasi cash transactions, including:
 - betting and gambling transactions;
 - transactions at non-financial institutions (such as purchase of foreign currency, money orders and travelers cheques);
 - transactions at financial institutions (such as purchase of merchandise and services from banks or investment trading platforms);
 - wire transfers;
 - rental payment or property purchase;
 - purchase or reload of stored value cards or e-Wallets;
 - purchase of cryptocurrencies;
 - instalment payments; and
- (e) transactions with merchant codes as stated in Appendix 1 (Excluded Transactions) to these Terms.

5.7. The Bank may determine the eligibility of Transactions based on merchant codes issued by Mastercard from time to time. Such codes are managed by Mastercard and the Bank is not liable for the accuracy or categorization of transaction merchant types or merchant codes. The Bank's decision on a Transaction's eligibility for the cash rebate is final and conclusive.

5.8. The Bank has the right to determine the currency in which cash rebate will be paid. The Bank will try to pay it in the same currency as the Transaction where feasible.

5.9. The Bank may decide to pay the cash rebate in a different currency to that used to settle the Transaction. If this happens, the Bank will calculate the cash rebate amount at the exchange rate determined by the Bank. The Bank will do this with reference to the rate set by Mastercard.

5.10 The cash rebate amount will be rounded to the nearest cent.

5.11 The Customer will not be entitled to cash rebate if the Account is closed and/or the relevant Commercial Debit Card has been cancelled, for any reason, before the cash rebate is credited to the Account.

6. Statement

The Customer and/or Debit Card User should promptly notify the Bank of any Transaction shown in an Account statement that was not authorized by any Debit Card User. The notification should be given to the Bank within 60 days of the date of the Transaction and in such manner prescribed or accepted by the Bank from time to time. If no notification is given to the Bank within 60-day period, the Transaction in question will be considered as correct, conclusive and binding on the Customer and the Customer will be regarded as having waived any right to object or pursue any remedy against the Bank in relation to that Transaction.

7. Fees and Charges

The Bank may charge the Customer fees and charges in connection with the use of the Commercial Debit Card from time to time as the Bank at its sole discretion thinks fit and debit the fees and charges as the Bank considers reasonable from the Account. The current levels of the fees are as set out in the Bank's Commercial Banking Services Fees and Charges ("Commercial Tariff") or as otherwise notified to the Customer and/or Debit Card User. If particular services not specified herein are required, other fees and charges as set out in the Commercial Tariffs may apply. The Commercial Tariffs are available on the Bank's public website and at all branches upon request.

8. Variations of the Terms

8.1 The Bank has the right to vary these Terms (including fees and charges) and any other conditions governing the Commercial Debit Card or any Account at any time by notifying the Customer and Debit Card Users by such means and for such period as the Bank considers appropriate.

8.2 When the Bank exercises its rights to add to, delete, or vary any of these Terms, the use of the Commercial Debit Card after the date upon which that change is to take effect (as specified in the Bank's notice), will constitute acceptance without reservation by the Customer of such changes. If the Customer does not accept any proposed changes, the Customer must notify the Bank to cancel the Commercial Debit Card prior to the date upon which such changes are to take effect.

9. Liability

9.1 The Customer shall be liable for all Transactions executed by the Debit Card User and ensure the Debit Card User is authorized to place instructions with the Bank. The Customer shall be solely liable to the Bank for the value of all Transactions (including ATM transactions) and all amounts properly debited to the Commercial Debit Card, whether or not that Transaction has been made:

- (a) for the purposes of the Customer's business;
- (b) with the authority of the Debit Card User and/or the Customer; or
- (c) by the Debit Card User, together with any fees, interest and charges payable under these Terms.

The liability of the Customer shall include any Transactions undertaken or amounts debited to the Commercial Debit Card after suspension, cancellation or expiration of a Commercial Debit Card.

9.2 Notwithstanding Clause 9.1 above, the Customer shall have no liability for any transactions not authorized by the Customer or a Debit Card User using a Commercial Debit Card after the Customer or the relevant Debit Card User has reported to the Bank's **Call Report Loss Card Hotline** by phone (Tel: 2836 0838) that the Commercial Debit Card or PIN or Mobile Device has been lost or stolen or that the

Commercial Debit Card details may be known by a third party or that unauthorized or fraudulent use is suspected, provided the Bank has acknowledged such report.

Upon a report being made to the Bank pursuant to this Clause 9.2, the Bank will follow its usual procedures to cancel or suspend use of the Commercial Debit Card, but if any loss, theft, fraudulent or unauthorized use of a Commercial Debit Card or PIN or Mobile Device or the disclosure of the Commercial Debit Card or PIN or Mobile Device details is attributable to the fraud or negligence of a Debit Card User or of the Customer (or of any agent, representative, employee or officer (collectively, "Representative") of a Debit Card User or the Customer from time to time), and this includes knowingly letting someone use the Commercial Debit Card or PIN or Mobile Device even if it was involuntary, the Customer shall remain liable for any Transactions (including AIM transactions) even after a report has been made to the Bank in accordance with this Clause 9.2. For the purpose of this Clause 9.2, "negligence" shall include (without limitation) any relevant failure by the Debit Card User or the Customer (or by any Representative from time to time) to observe any measures to safeguard a Commercial Debit Card or PIN or Mobile Device or with regard to the usage of a Commercial Debit Card as recommended by the Bank from time to time.

9.3 For clarity, the Customer is liable for the Transactions even if:

- (a) the Customer is in dispute with or has a claim against the merchant for any reason, including (without limitation) non-delivery or non-performance of the merchant, or any defect in the goods or services provided by the merchant. The Customer must seek redress in respect of such goods or services from the relevant merchant directly;
- (b) the Debit Card User does not sign a sales slip (including where a Transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or Debit Card User signature) or the signature on the sales slip is different from the signature on the Commercial Debit Card; or
- (d) the Transaction is effected involuntarily.

9.4 The Customer shall be fully and solely liable for the obligations of each Debit Card User under these Terms.

9.5 The Customer and a merchant have to agree on the setting up, modification or termination of any direct debit arrangement in order to charge payments to the Account through the use of a Commercial Debit Card. Any such direct debit arrangement shall be subject to the terms as agreed by the Bank. The Bank has the right not to act on any request to set up, modify or terminate such arrangement if there is any dispute between the Customer and the merchant.

9.6 The Bank shall not be liable to the Customer or any other person for any:-

- (a) delay or failure in providing any services, equipment or other facilities to the Customer to the extent that it is caused or attributable to any circumstance beyond the Bank's reasonable control;
- (b) availability or performance of any point of sale terminal or other device provided to enable the use of the Commercial Debit Card or the contactless payment function;
- (c) consequential or indirect loss arising from or in connection with the use of the Commercial Debit Card or PIN; or

(d) refusal or non-acceptance of a Transaction by any merchant, cash machine, terminal or bank for any reason.

9.7 The Customer and/or the Debit Card User will not use the Commercial Debit Card or PIN to make any Transaction unlawfully in any jurisdiction.

9.8 The Bank's records in relation to any Transaction and any use of the Commercial Debit Card shall in all respects be conclusively binding on the Customer unless and until the contrary is established.

10. Termination

10.1 The Customer may request to cancel a Commercial Debit Card at any time by written notice to the Bank. Such cancellation will only be effective after the Bank receives payment of all sums due to the Bank in connection with the Commercial Debit Card or these Terms. The Bank will cancel the Card once it has had a reasonable opportunity to act upon receipt of the written notice.

10.2 Upon termination of a Debit Card User's employment or relationship with the Customer, the Customer shall immediately cancel the Commercial Debit Card of such Debit Card User in accordance with Clause 10.1 of these Terms. The Customer shall remain liable for Transactions irrespective of the Debit Card User's relationship with the Customer until such Commercial Debit Card has been cancelled by the Bank.

10.3 The Bank may at any time without prior notice:

- (a) suspend, cancel, withdraw or refuse to replace or renew a Commercial Debit Card; and/or
- (b) suspend, withdraw or terminate any of its services with respect to a Commercial Debit Card.

10.4 If the Account is closed or terminated, the Commercial Debit Card will be cancelled by the Bank without further notice.

10.5 In cancelling a Commercial Debit Card, the Bank will follow its usual procedures to block use of the Commercial Debit Card, but if Transactions are made by use of a Commercial Debit Card after cancellation, these Terms shall continue to apply in relation to that Commercial Debit Card and Transactions made under it and the Customer shall be liable for such Transactions.

11. Notices

11.1 The Customer must notify, and ensure that any Debit Card User notifies, the Bank promptly in writing of any changes in either the Customer's or such Debit Card User's address and/or contact details.

11.2 Any notice or communication given by the Bank under these Terms shall be by any such means as determined by the Bank and will be deemed to have been received by the Customer or the Debit Card User:

- (a) within two days of posting or sending to the address of the Customer or the Debit Card User last notified to the Bank; and

(b) immediately upon sending to the email address or the Customer or the Debit Card User last notified to the Bank.

11.3 Subject to Clause 3.2.10 in these Terms, any notice, instruction or other communication required to be given in connection with these Terms by the Customer to the Bank shall be in writing and shall be given by delivering it by hand or sending it by ordinary post to such address of the Bank as may be specified by the Bank and shall be deemed given or received when actually received by the Bank.

12. Disclosure of Customer Information and Personal Data

12.1 The Customer and each Debit Card User authorize the Bank to disclose information and personal data of the Customer and/or the Debit Card User to other institutions. These other institutions may be based in or outside Hong Kong. Such disclosure may be required or appropriate:

- (a) in connection with any electronic fund transfer network; or
- (b) for providing the services relating to the Commercial Debit Card.

12.2 The Bank may also collect, use, store and disclose information and personal data of the Customer and/or the Debit Card User for such purposes and to such persons in accordance with the Business Integrated Account Terms and Conditions and the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to customers and other individuals from time to time. Please see the Bank's Privacy Notice at https://www.hangseng.com/content/dam/wpb/hase/config/bde/pws/common/pdfs/notice_e.pdf.

12.3 The Customer agrees and authorises, and shall procure each Debit Card User to agree and authorise, the transfer by Mastercard to the Bank of all data and information relating to any Transactions to facilitate the Bank's provisioning of services in connection with the Commercial Debit Card.

13. General Matters

13.1 No person other than the Customer, the Debit Card User and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of these Terms.

13.2 These Terms are governed by the laws of Hong Kong. Each of the Customer, the Debit Card User and the Bank submits to the non-exclusive jurisdiction of the Hong Kong courts. These Terms may be enforced in the courts of any competent jurisdiction.

13.3 The English version of these Terms prevails if there is any inconsistency between it and the Chinese version.

Appendix 1 – Excluded Transactions

Transactions with the following Merchant Category Codes (MCC) are not eligible for cash rebate.

4111	Transportation - Suburban and Local Commuter Passenger, including Ferries
4112	Passenger Railways
4121	Limousines and Taxicabs

4131	Bus Lines
4784	Bridge and Road Fees, Tolls
4829	Money Transfer
4900	Utilities – Electric, Gas, Heating Oil, Sanitary, Water
5047	Dental/Laboratory/Medical/Ophthalmic Hospital Equipment and Supplies
5122	Drugs, Drug Proprietors and Druggist Sundries
5411	Grocery Stores, Supermarkets
5462	Bakeries
5499	Miscellaneous Food Stores - Convenience Stores, Markets, Specialty Stores
5542	Fuel Dispenser, Automated
5960	Direct Marketing - Insurance Services
5993	Cigar Stores and Stands
5994	New Dealers and Newsstands
6010	Cash Disbursements - Customer Financial Institution
6011	Cash Disbursements - Customer Financial Institution
6012	Merchandise and Services - Customer Financial Institution
6050	Quasi Cash
6051	Quasi Cash
6300	Insurance Sales, Underwriting and Premiums
6513	Real Estate Agents and Managers
6532	Payment Transactions & MoneySend
6533	Payment Transactions & MoneySend - Merchant
6536	Payment Transactions & MoneySend - Intracountry
6537	Payment Transactions & MoneySend - Intercountry
6538	Payment Transactions & MoneySend - Funding
6540	Payment Transactions & MoneySend - POI Funding transaction
6555	Mastercard Initiated Rebate / Reward
7216	Dry Cleaners
7523	Automobile Parking Lots and Garages
7800	Government owned lottery
7801	Government-Licensed Casinos (Online or Internet Gambling)
7802	Government-Licensed Horse/Dog Racing
7832	Motion Picture Theaters
7994	Video Game Arcades/Establishments
7995	Gambling Transactions
8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior College
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools, and Educational Services - no elsewhere classified
8398	Organizations, Charitable and Social Service
8661	Organizations, Religious

9211	Court Cost including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payment
9399	Government Services - not elsewhere classified
9402	Postal Services - Government Only
9405	Intra-Government Purchases - Government Only
9406	Government owned lottery