

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

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

#### 1. Definitions and Interpretation

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

**“Account”** means any account maintained in your sole name with Hang Seng Bank;

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

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

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

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

**“Authentication Factors”** means any number, code, mark or credential (including but not limited to any personal identification number (“PIN”) such as an ATM PIN or Phone PIN, password, soft tokens, device binding, in-app/ SMS confirmations or biometric credential) that is used by Hang Seng for verifying your identity for the purpose of providing the services from time to time offered to you relating to the Card and handling related matters;

**“Card”** or **“Hang Seng Spending Card”** means a Hang Seng Spending Card, alpha card or any other card issued by Hang Seng to you; or such specialised card as Hang Seng Spending Card issued by Hang Seng to you which carries the identity of an Affinity Group or any design as agreed between Hang Seng and the Affinity Group and is marketed to persons including, without limitation, all or any selected members or customers of such Affinity Group pursuant to the affinity card programme agreement or arrangement between such Affinity Group and Hang Seng, subject to these Terms and Conditions, and includes any renewal or replacement card of an existing Card;

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

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

**“Card Information”** means any information of a Card including your name, Card number, a Card Validation Code (CVC)/ a Card Verification Value (CVV), Card expiry date, signature on the back of the Card and/or information stored in the Card's magnetic stripe, chip or equivalent technology;

**“Hang Seng”** means Hang Seng Bank Limited and its successors and assigns;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People's Republic of China;

**“including”** means including without limitation;

**“person”** includes an individual, firm, company, corporation and an unincorporated body of persons;

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

**“these Terms and Conditions”** includes the provisions set out in these Terms and Conditions and the provisions set out in the Application Form;

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

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

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

1.2 In these Terms and Conditions, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.

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

#### 2. Hang Seng Spending Card

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

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



- 2.3 Use of the Card at ATMs is subject to the "ATM Terms and Conditions" prescribed by Hang Seng from time to time. Hang Seng will assign to you an ATM PIN to enable you to use the Card at ATMs or any other electronic data transmission terminals and point of sale terminals provided or designated by Hang Seng. You may change your ATM PIN at any time by such means prescribed by Hang Seng and the new ATM PIN will take effect immediately after Hang Seng has acknowledged the change.
- 2.4 The Card is and remains Hang Seng's property at all times.
- 2.5 You may use the Hang Seng Card Centre 24-Hour Customer Service Hotline provided by Hang Seng subject to such terms and conditions reasonably prescribed by Hang Seng from time to time. Hang Seng will assign to you a Phone PIN to enable you to use the services from time to time offered by Hang Seng on a 24-hour basis under the Card Centre 24-Hour Customer Service Hotline. You may change your Phone PIN at any time by such means prescribed by Hang Seng and the new Phone PIN will take effect immediately after Hang Seng has acknowledged the change.
- 2.6 The Card shall not entitle you to any membership with any clubs, associations, or societies of, or existing and operated under, or supervised or subsidised by, the Affinity Group of which you are a member or customer unless otherwise announced by such Affinity Group. You shall not represent, profess or hold yourself out as a member of any such clubs, associations or societies and shall indemnify Hang Seng against all losses, costs and damages which Hang Seng may incur or suffer as a result of any breach of this Clause 2.6 by you.
- 2.7 Notwithstanding that the Card is issued pursuant to an affinity card programme agreement or arrangement with an Affinity Group, Hang Seng shall have full liberty to cancel, amend or vary any such agreement or arrangement with such Affinity Group. No dealings with such Affinity Group or indulgence, time, or waiver granted to such Affinity Group by Hang Seng shall entitle you to avoid, diminish or in any way delay your liabilities or obligations to Hang Seng.

### 3. Card Account and automatic top-up

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

### 4. Transactions

- 4.1 You may effect a Transaction with a merchant by signing the relevant sales slip or voucher or in such other manner prescribed by Hang Seng. All Transactions, and all relevant fees, charges, costs and expenses payable by you shall be debited to the Card Account.
- 4.2
  - (a) Hang Seng is not responsible for the refusal of any merchant to accept or honour the Card or for the goods and/or services supplied by any merchant. You should resolve any complaint with the relevant merchant directly and your claims against any merchant shall not adversely affect Hang Seng's right to debit the Card Account for payment of the relevant Transaction.
  - (b) Although it is understood that certain privileges and benefits will be made available from time to time by each Affinity Group to Card holders who are members or customers of such Affinity Group, Hang Seng shall not be responsible for any refusal or failure of any Affinity Group to make available such privileges or benefits, nor shall Hang Seng be responsible in any way in relation thereto. Complaints must be resolved by you with the relevant Affinity Group and no claims by you against such Affinity Group may be the subject of set-off or counter-claim against Hang Seng.
- 4.3 Any refund of the amount of a Transaction shall be paid to you only after Hang Seng has actually received the refunded amount or an equivalent credit from or on behalf of the relevant merchant. You authorise Hang Seng to credit any refunded amount to the Card Account.
- 4.4 You shall not use the Card for any illegal purpose or for obtaining goods and/or services in contravention of any law.
- 4.5 Notwithstanding any other provisions in these Terms and Conditions, Hang Seng reserves the right to decline authorising, processing or paying any transaction which Hang Seng suspects to be a gambling transaction or any transaction which may be illegal under any applicable laws or if there is any reasonable ground to do so.

### 5. Security of the Card, Card Information and Authentication Factors

- 5.1 You shall act in good faith, exercise reasonable care and diligence in safe-keeping the Card, Card Information and Authentication Factors, and report the loss, theft, misuse or disclosure in accordance with Clause 5.2, in particular:-
  - (a) you should not disclose any Card Information and/or Authentication Factors or transfer the Card to any person or permit any person to use the Card, Card Information or Authentication Factors (including the staff of Hang Seng);
  - (b) you are strongly advised to destroy any record of the PIN after memorizing it and, in any case, you should never record the PIN without disguising it or record it on the Card or keep it together with the Card;
  - (c) you are strongly advised not to use any easily accessible personal information as the PIN including your date of birth, Hong Kong identity card number or telephone number;
  - (d) The Card and the Authentication Factors should be kept separately;
  - (e) You shall ensure all contact details (including telephone numbers, residential address, office address, e-mail address or any means of contact) registered with Hang Seng for the purpose of receiving important notifications are up-to-date to allow the relevant notifications to be delivered to you on a timely basis; and
  - (f) You shall be aware of the risks associated with the adoption of biometric, soft token or device binding as one of the Authentication Factors used for initiating relevant transactions (e.g. contactless mobile payments) and need to take relevant protection measures to secure the devices and Authentication Factors.

- 5.2 As soon as reasonably practicable after you become aware or suspicious of any loss, disclosure, theft, misuse or unauthorised use of the Card, Card Information or Authentication Factors or any unusual or unauthorised Transactions, you are responsible to: -
- notify Hang Seng of such event (i) through online channels designated by Hang Seng from time to time; or (ii) in writing addressed to Hang Seng at such location as Hang Seng may from time to time notify; or (iii) by telephone at such telephone numbers as Hang Seng from time to time prescribe (which Hang Seng may ask you to confirm in writing with any details given); and
  - change your Authentication Factors as soon as possible.
- 5.3 Hang Seng may act on any form of notice believed by it in good faith to have been given by you or on your behalf as it considers appropriate. Any such action shall not render Hang Seng liable to you or otherwise discharge your responsibility under these Terms and Conditions.
- 5.4 Hang Seng may use Card Information and/or Authentication Factors to verify your identity when you access the Card Account, use services, give Telephone Instructions, give instructions for Transactions or any other transactions or matters relating to the Card, or obtains information. Authentication Factors may be designated by you or Hang Seng, or generated by a security device designated or approved by Hang Seng, or generated from biometric data registered by you with Hang Seng from time to time.
- 5.5 You shall complete and observe the steps and conditions specified by Hang Seng in order to generate or register your biometric credential with Hang Seng and to use it as Authentication Factors.

## **6. Your obligations**

- 6.1 Subject to Clause 6.2, you are responsible for payment of all Transactions in full and all costs and expenses of reasonable amounts and reasonably incurred by Hang Seng in recovering any sum owed by you.
- 6.2 You authorise Hang Seng to debit the Card Account for payment of any Transaction or any other sum owed by you to Hang Seng, and failing which Hang Seng is entitled to debit any other Account. Therefore, your responsibility is not limited to the total amount of credit balance in the Card Account.
- 6.3 A Transaction effected in a currency other than Hong Kong dollar shall be converted into Hong Kong dollar before debiting from the Card Account at such exchange rate determined by Hang Seng and Card Association according to their usual practice.
- 6.4 Any funds available for payment of any indebtedness owed by you to Hang Seng may be applied by Hang Seng first to satisfy fees, charges and/or expenses and then to satisfy amounts of the Transactions.
- 6.5 When it is established that you have acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, Card Information and Authentication Factors and fulfilled your duties under Clause 5: -
- you shall not be responsible for any unauthorised Transaction effected after Hang Seng has actually received the notice under Clause 5.2;
  - subject to Clause 6.6, your responsibility for all unauthorised Transactions effected before Hang Seng Bank has actually received the notice under Clause 5.2 shall be limited to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng from time to time ;and
- 6.6 The maximum liability referred to in Clause 6.5(b) above do not apply and you shall be liable for all unauthorized Transactions if you have acted fraudulently or with gross negligence in using or safeguarding the Card, Card Information and/or any Authentication Factors. Your failure to comply with your obligations set out in Clause 5, or failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card, Card Information and/or any Authentication Factors will be treated as your gross negligence.
- 6.7 Hang Seng may at its discretion act on any form of notice purportedly to be given by you and any action so taken by Hang Seng shall not render Hang Seng howsoever liable to you or otherwise discharge any liability of you.

## **7. Card Statements**

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

## **8. Fees**

- 8.1 Hang Seng is entitled to collect fees and charges in respect of the Card and the services provided by it in connection with the Card (including issuing any replacement Card and terminating the Card). You authorise Hang Seng to debit all fees and charges payable by you from the Card Account.
- 8.2 Hang Seng shall be entitled to prescribe, from time to time, fees and charges payable in respect of the use of the Card and/or the services provided in connection with the Card. Any such fees may be varied subject to Hang Seng's notice for a period of not less than 60 days unless the variation is beyond the control of Hang Seng in which case reasonable notice will be given. You will have to pay the revised fees or charges if you continue to use or retain the Card or to use any services provided by Hang Seng in connection with the Card after the revised fees or charges take effects.

## **9. Hang Seng's set-off right**

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

## **10. Variation of these Terms and Conditions**

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

## 11. Hang Seng's liabilities

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

## 12. +FUN Dollars (Not applicable to Hang Seng enJoy Spending Card)

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

## 13. Termination of the Card or services

- 13.1 You may terminate the Card at any time by giving reasonable prior written notice to Hang Seng, such termination shall take effect after Hang Seng has actually received your notice.
- 13.2 Hang Seng may cancel, terminate or revoke the Card at any time without prior notice and with or without cause. For the avoidance of doubt, unless Hang Seng agrees otherwise,
- upon you ceasing to be eligible to hold a Card due to a change of your membership or status in the relevant Affinity Group, the relevant Card(s) shall be cancelled, terminated, withdrawn and revoked; and
  - all Cards in respect of an Affinity Group shall be cancelled, terminated, withdrawn and revoked upon the termination of the affinity card programme agreement or arrangement between Hang Seng and such Affinity Group.
- 13.3 You shall remain responsible to pay for all Transactions effected before the Card is effectively terminated notwithstanding that any Transaction is presented to Hang Seng for payment after the Card is effectively terminated.

## 14. Collection and disclosure of your information

### (a) Definitions

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

**Authorities** includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

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

**Connected Person** means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor or third party security provider, a member, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

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

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

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

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

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

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

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

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

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

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

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

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

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

**(b) Collection, use and sharing of Your Information**

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

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

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

**COLLECTION**

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

**USE**

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

**SHARING**

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

**YOUR OBLIGATIONS**

(iv) You agree to supply Your Information, and to inform Hang Seng promptly and in any event, within 30 days in writing if there are any changes to Cardholder Information supplied to Hang Seng or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from Hang Seng or a member of the HSBC Group. You further undertake to notify Hang Seng (in such manner as may be prescribed or accepted by the Bank from time to time) of any change in your address, telephone number and other contact details or your membership or status in the Affinity Group of which you are a member or customer.

(v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to Hang Seng or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause and the PICS (as may be amended or supplemented by Hang Seng from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit Hang Seng to use, store, disclose, process and transfer all of Your Information in the manner described in these Terms and Conditions. You agree to inform Hang Seng promptly in writing if you are not able or have failed to comply with the obligations set out in sub-clause (b)(v) and (b)(vi) in any respect.

(vii) Where

- you or any Connected Person fails to provide promptly Your Information reasonably requested by Hang Seng, or
- you or any Connected Person withholds or withdraws any consents that Hang Seng may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- Hang Seng has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

Hang Seng may:

- (A) be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate Hang Seng's relationship with you;
- (B) take actions necessary for Hang Seng or a member of the HSBC Group to meet the Compliance Obligations; and

(C) block, transfer, close or terminate your account(s) or any Card where permitted under local Laws.

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

**(c) Financial Crime Risk Management Activity**

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

**(d) Tax Compliance**

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

**(e) Miscellaneous**

- (i) In the event of any conflict or inconsistency between any of this Clause and the provisions in or governing any other service, product, business relationship, account or agreement between you and Hang Seng, this Clause shall prevail.
- (ii) If all or any part of the provisions of this Clause become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause in that jurisdiction.

**(f) Survival upon termination**

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

**15. Communications**

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

**16. Governing law**

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

**17. Miscellaneous**

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

**18. Taxes**

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

**19. Indemnity**

You shall indemnify Hang Seng, its officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and related expenses, and any claims by any relevant authorities on Hang Seng for tax in respect of any profits or gains attributable to you) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Card or any services in connection with the Card to you or the exercises or preservation of Hang Seng's powers and rights under these Terms and Conditions, unless due to the negligence or wilful default of Hang Seng, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. Hang Seng is entitled to withhold, retain or deduct such portion from your assets in the possession or control of Hang Seng or such amount from any of your accounts with Hang Seng as it reasonably determines to be sufficient to cover any amount which may be owed by you under this Clause. This indemnity shall survive notwithstanding the termination of the Card or any services in connection with the Card or any part of them.

**20. No Rights of Third Parties**

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

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

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

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

## ATM Terms and Conditions

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

1. Unless otherwise specified, words and expressions having defined meanings in the Spending Card T&C shall have the same meanings when used in these ATM Terms and Conditions.
2. The facilities and services provided by Hang Seng which may be accessed by a Card at ATMs shall be specified by Hang Seng from time to time. Hang Seng may add to, terminate or vary any such facilities and services at their discretion.
3. Hang Seng shall also be entitled to charge fees for transactions effected through ATMs installed and operated by persons other than Hang Seng inside and/or outside Hong Kong in such manner and at such rate as Hang Seng may at their discretion from time to time determine and announce. Any such fees may be varied in accordance with Clause 8.2 of the Spending Card T&C.
4. All withdrawal or transfer from any Account concerned shall only be made if there are sufficient funds in that Account.
5. The liability of Hang Seng to you for any loss or damage incurred or suffered by you as a result of any failure, breakdown or malfunction of all or any of the facilities and services made available to the Card due to the negligence or willful default of Hang Seng shall be limited to twice the value of the relevant Transaction.
6. You hereby irrevocably authorise Hang Seng to debit from the relevant Account(s) designated by you to be operated by the use of the Card at ATMs the amount of any withdrawal, transfer and/or Transaction involving such Account(s) according to the records of Hang Seng. For any withdrawal, transfer or transaction carried out in any currency other than Hong Kong dollars, Hang Seng shall have complete discretion to convert such foreign currency by any lawful means at their disposal at the rate of exchange as conclusively determined by Hang Seng and Card Association to be prevailing at the relevant time in the relevant foreign exchange market without reference to or consent from you. Hang Seng shall be entitled to charge a handling fee for each currency conversion at such rate(s) as they may from time to time prescribe at their discretion.
7. The records of Hang Seng in relation to any withdrawal, transfer and/or Transaction involving the use of a Card at ATMs shall in all respects be conclusive against and binding on you unless and until the contrary is established.
8. Unless otherwise announced by Hang Seng, cash and/or cheques may be deposited by the use of a Card at ATMs in any Account with Hang Seng subject to the following: -
  - (a) any cash and/or cheque so deposited shall not be treated as having been received by Hang Seng until after the verification of Hang Seng (such verification may not take place on the day of deposit) and, subject to such verification, Hang Seng is entitled not to credit the same to the relevant Account which means that the funds will not be available for use;
  - (b) the advice(s) issued by an ATM or by Hang Seng by any other means in respect of the acceptance of any such deposit represents only what has purportedly been deposited in the relevant Account by the use of a Card at the ATM and shall in no way bind Hang Seng as to its correctness;
  - (c) any deposit shall only be treated as having been received by Hang Seng upon its duly crediting the cash into the relevant Account or (in the case of a cheque deposit) upon crediting the cheque into the relevant Account subject to such cheque being honoured and paid.
9. You acknowledge and agree that Hang Seng has the right to disclose in strict confidence to other persons such information concerning you and your Accounts with Hang Seng as may be necessary or required in connection with the processing of any transfer, withdrawal and/or Transaction from or to any such Account by the use of the Card at ATMs.
10. No person other than you and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these ATM Terms and Conditions.

## Terms and Conditions for Hang Seng Spending Card +FUN Dollars

1. Unless otherwise specified, words and expressions having defined meanings in the Terms and Conditions for Hang Seng Spending Card shall have the same meanings when used in these Terms and Conditions.
2. Spending by you for goods and services through the Card Account will generate +FUN Dollars under these Terms and Conditions. Hang Seng and/or the Designated Merchants (to be defined in Clause 8 below) will from time to time inform you in the relevant marketing materials about the rate(s) at which +FUN Dollars are generated.
3. +FUN Dollars will be accumulated for a period (the "Bonus Period") during which they may be redeemed in accordance with these Terms and Conditions. The length of a Bonus Period shall be a period specified by Hang Seng from time to time in the relevant marketing materials except that the length of the first and the final Bonus Periods will depend on the date on which the Card is issued and terminated respectively. The last day of Bonus Period will be referred to as the "Bonus Closing Date".
4. Hang Seng may from time to time prescribe the Bonus Closing Date upon which any unredeemed +FUN Dollars will expire and be reset to zero.
5. +FUN Dollars accumulated in respect of the Card will be indicated to you on the Card statement(s), notice(s), circular(s), or via other appropriate means (including electronic means).
6. Hang Seng's computer records with respect to you on +FUN Dollars accumulated, exchanged and redeemed from time to time are conclusive and binding against you unless and until the contrary is established.
7. +FUN Dollars cannot be redeemed for cash from Hang Seng and/or Designated Merchants.

8. +FUN Dollars may be redeemed by you for goods and services prescribed by such merchants as Hang Seng may from time to time designate (the "Designated Merchants"). Hang Seng will from time to time update in the marketing materials the list of Designated Merchants and the available means and manner of redemption and any minimum and/or maximum amount and/or other conditions applicable to any redemption.
9. Any amount of a transaction not settled with +FUN Dollars must be paid by you with the Card.
10. Hang Seng will not be responsible for any delay or failure in redeeming any +FUN Dollars due to the refusal of any Designated Merchants and/or the failure and/or inadequacy of power or any electronic communication network beyond the reasonable control of Hang Seng, nor will Hang Seng be responsible in any way for any goods and/or services provided by any Designated Merchant. You have to resolve any complaint with the relevant Designated Merchant directly.
11. You acknowledge and agree that Hang Seng has the right to display and disclose to other person such information relating to you, the Card Account and +FUN Dollars recorded on the Card Account for the purpose of processing and redemption of the +FUN Dollars.
12. Hang Seng may at any time with notice to you revise these Terms and Conditions and suspend or terminate the +FUN Dollars.
13. No person other than you and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.