



# Hang Seng Bank Limited Debit Card Terms and Conditions

## Welcome

These Terms and Conditions for the Hang Seng Debit Card (these "Terms") and appendices are a legally binding contract between you and us. When you activate or use your Debit Card, it means you accept these Terms. In this document:

- (a) "Hang Seng", "we" or "us" means Hang Seng Bank Limited (including any successors and assigns); and
- (b) "you" or "your" means the Primary Cardholder or, where relevant, a Supplementary Cardholder.

Please read these Terms carefully before using your Debit Card. You can find a list of definitions at the end of these Terms. If there is any conflict or inconsistency with other terms and conditions, these Terms will prevail for your Debit Card and any Service.

When you use your Debit Card, you will comply with:

- (a) these Terms; and
- (b) any other terms and conditions which govern your Accounts and Integrated Account ATM Card and the applicable payment network or platform from time to time.

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## Your Debit Card

### 1. Card benefits and functions

- 1.1 You may use your Debit Card to access your Account.
- 1.2 We may:
  - (a) introduce new benefits and change or withdraw any benefit without prior notice;
  - (b) set, exclude or withdraw any Account which may be linked or used in connection with any Debit Card benefit; and
  - (c) offer different Debit Card benefits based on your account status. This includes preferential rates, fees and charges discount.
- 1.3 Debit Card benefits may vary based on Debit Card type. These benefits may include:
  - (a) mobile or contactless payment functions;
  - (b) rewards and privileges e.g., cash rebates, cash rewards and other rewards and privileges;
  - (c) internet banking or phone banking services;
  - (d) any other benefits that we may notify you from time to time by other designated electronic, digital, or mobile means. Please note that additional terms and conditions apply when you use these Debit Card benefits or when you use your bank account;
  - (e) internet banking or phone banking service for cardholders to operate their accounts or use other services which we may offer online or via telephone; and
  - (f) any other benefits that we may notify you from time to time.
- 1.4 We may issue additional terms and conditions for Debit Card benefits from time to time. We can also amend these.
- 1.5 You may have to make a separate application to obtain some benefits.

### 2. Request a Supplementary Debit Card

- 2.1 As the Primary Cardholder, you may ask us to issue a Supplementary Debit Card to another person. We will call this person the Supplementary Debit Cardholder. If we grant your request, the Supplementary Debit Cardholder:
  - (a) can access money in your Account;
  - (b) will be bound by these Terms; and
  - (c) cannot request a Supplementary Debit Card to another person.
- 2.2 As the Primary Cardholder, we will send you all Account statements.
- 2.3 You should ensure each Supplementary Cardholder complies with these Terms.

### 3. Other information about the Debit Card

- 3.1 The Debit Card remains our property. You should return it to us if we ask you to.
- 3.2 We may change, suspend or cancel:
  - (a) any Service;
  - (b) the Debit Card;
  - (c) your use of the Debit Card; and
  - (d) all or any of the rights, benefits, services, facilities, rewards and privileges in connection with your Debit Card or introduce new ones.We can do this at any time without prior notice.
- 3.3 If your Debit Card is cancelled, all sums due for transactions made using your Debit Card, Card Information and/or Authentication Factors will become immediately payable (without demand). This means we do not have to tell you these sums are due.

## Using your Debit Card

### 4. Accessing your Account with your Debit Card

- 4.1 You can operate your Account with your 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, you will need to:
- (a) Link that Account to your Debit Card. We may set conditions or limits on your use of the Debit Card, including:
    - the Account to be linked to your Debit Card;
    - the currency of any transaction; and
    - limits for transactions or payment effected by the Debit Card. This includes per-day or per-transaction or other limits.
  - (b) Complete the steps we provide to use the virtual Debit Card.
    - This includes registering, storing and activating it in a Mobile Wallet.
    - Appendix 1 sets out further terms for using the virtual Debit Card.

### 5. Using your Debit Cards outside Hong Kong

- 5.1 Before using your Debit Card to withdraw cash at an ATM outside Hong Kong, you must set your:
- (a) daily withdrawal limits; and
  - (b) corresponding activation periods.
- 5.2 You will have to set the limits and periods. You can do this via one of the channels and in the manner (including whether the limits apply individually or collectively) designated by us from time to time. We may charge fees when you use your Debit Card outside Hong Kong. You will also need to comply with the applicable law and regulations in the relevant overseas jurisdiction.

### 6. Daily limits and scope of Services

- 6.1 Without limiting our rights, we may:
- (a) set daily transaction limits; or
  - (b) specify the scope of any Service.

### 7. Fees and charges

- 7.1 We will give prior notice for fees and charges in connection with the use of your Debit Card. We will debit the fees and charges as we consider reasonable from your Account.

### 8. Your responsibility

- 8.1 You are responsible even if the transaction is made:
- (a) involuntarily; or
  - (b) by telephone, mail, electronic means or direct debit arrangement without:
    - a sales slip; or
    - your signature or the signature on the sales slip is different from the signature on your Debit Card.
- 8.2 As the Primary Cardholder, you are responsible for:
- (a) all transactions made using each Debit Card, Card Information and/or Authentication Factors including those made by any Supplementary Cardholder. This includes all related fees and charges; and
  - (b) any failure to comply with these Terms by you or any Supplementary Cardholder.
- 8.3 A Supplementary Cardholder is only responsible for their own use of their Debit Card, Card Information and Authentication Factors.
- 8.4 You will not use the Debit Card, Card Information and/or Authentication Factors to make any transaction unlawfully in any jurisdiction.

## Security and unauthorised transactions

### 9. Unauthorised transactions

9.1 We will consider we are dealing with you when your Debit Card, Card Information and/or Authentication Factors are used. These transactions are deemed to have been made with your authority even if you have no knowledge of them. For this reason, you must keep your Debit Card, Card Information and Authentication Factors private. You should contact us at once if your Debit Card, Card Information, Authentication Factors or Mobile Device is lost, stolen, misused or disclosed to someone else, or if you identify unusual or suspicious transactions. You will be responsible for all transactions until you contact us. This includes:

- (a) any unauthorised transactions; and
- (b) all transactions effected before termination of your Debit Card. We may debit your Account for these transactions after your Debit Card has been terminated.

9.2 Tell us right away if you think there are unauthorised or erroneous transactions on your Account statement. You must tell us within 60 days of the issuance of the relevant Account statement. If you do not, the transaction in question will be binding on you. This means you have waived any rights to object or pursue any remedy against us in relation to that transaction. We can prescribe the manner for giving notice from time to time.

9.3 Our records of all transactions using your Debit Card, Card Information and/or Authentication Factors are conclusive. You will be bound by our records unless there is an obvious error.

### 10. Your liability for unauthorised transactions

10.1 Your liability for unauthorised use of your Debit Card will be limited to HKD500 for transactions occurring before you contacted us if:

- (a) you told us right away that your Debit Card, Card Information, Authentication Factors or Mobile Device were lost, stolen, misused or were disclosed to someone else; and
- (b) we reasonably believe this was not the result of your fraudulent act or gross negligence. This includes knowingly letting someone use your Debit Card, Card Information, Authentication Factors or Mobile Device even if it was involuntary. It also includes failing to follow any of our recommended security measures.

### 11. Security measures

11.1 You should take appropriate security measures. These include:

- (a) signing your Debit Card right after receiving it;
- (b) not letting anyone else access or use your Debit Card, Card Information, Authentication Factors and Mobile Device;
- (c) not sharing your Card Information, Authentication Factors or Device Passcode with anyone (including accidentally);
- (d) not allowing others to store their biometric data (such as a fingerprint, facial or voice recognition or retina image) on your Mobile Device, and only using your own biometric credentials to access your Debit Card;
- (e) changing your PIN and Device Passcode regularly. Do not use obvious numbers e.g. date of birth, HKID card number, telephone number or other easy to find personal information;
- (f) changing the PIN or Device Passcode promptly if you think someone else may have been seen it;
- (g) not writing down or saving the PIN or Device Passcode near your Debit Card or Mobile Device;
- (h) not reusing the same PIN or Device Passcode elsewhere;
- (i) always completing the 'total' box on the sales slip and put the currency sign before the numerals. Do not leave space for other writing;
- (j) making sure only one sales slip is imprinted for each transaction;
- (k) checking your sales slips against your Account statements;
- (l) not taking any action to disable any security function provided by your Mobile Device or agree to any settings that would compromise the use of your Debit Card or Mobile Device;
- (m) not accessing or storing your Debit Card or Card Information in a device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" device);
- (n) deleting your Debit Card and Card Information from your Mobile Device before you sell or dispose of your Mobile Device or pass your Mobile Device temporarily to someone else for repair or other reason; and
- (o) upon cancellation of your Debit Card, remove your Debit Card and Card Information from your Mobile Device.

- 11.2 You should ensure all contact details (including phone numbers, address, e-mail address or any means of contact) registered with us 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.
- 11.3 You should 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 any Authentication Factors. You should not use facial recognition for biometric credential to access your Debit Card or Mobile Device if you have an identical twin sibling or your facial features may be undergoing a rapid stage of development.

## Other important information

### 12. Replacement card

- 12.1 We may decide to issue a replacement Debit Card to you. We can charge a fee for any replacement Debit Card. We will deduct this fee from your Account.

### 13. Sufficient funds for foreign currency transactions

- 13.1 You can make transactions using your Debit Card, Card Information and/or Authentication Factors in a currency other than Hong Kong dollar ("foreign currency"). If you do this, we will hold the transaction amount as follows at the time you effect the transactions:

| Do your Debit Card support the foreign currency? | Do you have access to the foreign currency in your Account? | Do you have sufficient funds of the foreign currency? | Do you have sufficient funds in the Hong Kong dollars savings account of your Account? | We will:  |
|--|---|---|--|---|
| Yes  | Yes   | Yes   | -  | Hold the full amount from your Account in that foreign currency.  |
| Yes  | Yes   | No  | Yes  | Convert the full amount of the transaction to Hong Kong dollar and hold the amount from your Hong Kong dollars account.** |
| Yes/No   | Yes/No  | No  | No   | Reject the transaction  |

\*\* We will not combine the available funds held in such Hong Kong dollar savings and foreign currency accounts when effecting transactions.

### 14. Unauthorised overdraft

- 14.1 If the final settlement amount exceeds the pre-authorized or authorised amount and/or your Account do not have sufficient funds at the time the transaction is settled, for example:
  - (a) some transactions may be pre-authorized or authorised for an estimated amount when you effect the transaction, and the final settlement amount may be higher;
  - (b) insufficient funds and/or negative available balance in your Account caused by other Account transactions, we may, in our sole discretion and without prior notice, treat the shortfall as an unauthorised overdraft. In such circumstances, we may charge fees and charges as set out under "Deposit Account and Services" in Hang Seng's tariff guide for personal banking customers:
    - charge a service fee for processing the unauthorised overdraft; and
    - charge interest on the overdraft amount according to our prevailing interest rate, calculated on a daily basis.

### 15. Exclusions and exceptions

- 15.1 We are not liable to you or any other person for any:
  - (a) delay or failure in providing any Services, equipment or other facilities to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control;

- (b) availability or performance of any point of sale terminal or other device provided to enable the use of the Debit Card or the contactless payment function; or
- (c) consequential or indirect loss arising from or in connection with the use of your Debit Card, Card Information and/or Authentication Factors.

15.2 We are not responsible for any:

- (a) merchant's refusal to accept your Debit Card, Card Information and/or Authentication Factors; or
- (b) goods or services supplied to you by any merchant.

15.3 Your obligation under these Terms is not affected, relieved or reduced by any claim you make against a merchant. You are responsible for resolving any dispute between you and a merchant. You and the merchant must agree on the setting up, modification or termination of any autopay or direct debit arrangement to charge payments to your Account. If there is a dispute between you and the merchant, we will not act on any request to set up, modify or terminate such arrangement.

15.4 We will charge and debit your Account for all transactions made using your Debit Card, Card Information and/or Authentication Factors. We will do this even if the merchant:

- (a) does not deliver or perform;
- (b) provides defective goods or services; or
- (c) fails to provide any of their goods, services, benefits, discounts or programmes.

15.5 You must seek a remedy from the merchant directly.

15.6 We will only refund the relevant amount to you if investigation result support your claims. We have sole discretion whether to refund the relevant amount pending the result of the investigation.

15.7 We have the right to convert the refund amount into another currency.

## 16. Currency conversion

16.1 We can make any currency conversion at the exchange rate and time we consider appropriate. You will bear any exchange rate risks, losses, commissions and other fees and charges.

## 17. Disclosure of personal data

17.1 You authorise us to disclose your personal data and information 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 your Debit Card.

17.2 We may also collect, use, store and disclose your personal information according to our Privacy Notice.

## 18. Amendments

18.1 We live in a rapidly changing world. Sometimes this means we need to update our Terms and our fees and charges. We can change these Terms when it is reasonable to do so, without liability to you. We will share any amended Terms and updated fees and charges with you. If you do not agree with a change, you must tell us in writing that you want to cancel your Debit Card. You will be bound by the updated Terms and fees and charges if you continue to use the Debit Card after the changes come into effect.

18.2 We will give you prior notice of a change according to regulatory requirements. We may give notice by way of:

| Method                                   | When we consider it received  |
|--|---|
| SMS                                      | Right away.   |
| Email                                    | Right away.   |
| Phone                                    | Right away when we tell you on a call or when we leave a voicemail. |
| Post                                     | 2 days after posting.   |
| Publication                              | Right away.   |
| Display at our Premises                  | Right away.   |
| Any other manner we consider appropriate | Right away unless we tell you otherwise.                            |

18.3 If we send the notice to you, we will use the last details we have on record for you. This notice will be binding on you.

## 19. Joint account

- 19.1 We may issue a Debit Card to anyone who is authorised singly to operate an Account in joint names.
- 19.2 If you and any other person agree to be bound by these Terms:
- (a) subject to Clause 8.3, each person is liable jointly and individually for the obligations and liabilities in connection with the Debit Card, the Services or these Terms; and
  - (b) any notice from us to any one of these persons will be considered effective notice to all other persons.

## 20. Cancellation of Debit Card

- 20.1 Subject to Clauses 20.1 and 20.2, you may cancel the Debit Card at any time. You can do this by giving notice in writing to us. We can prescribe another method from time to time. Such cancellation will only be effective after we receive payment of all sums due to us in connection with the Debit Card or these Terms.
- 20.2 If you cancel the primary Debit Card, then the virtual Debit Card will be cancelled automatically.
- 20.3 The Primary Cardholder can cancel the Supplementary Debit Card.
- 20.4 You cannot cancel the virtual Debit Card without cancelling the physical Debit Card.

## 21. Account Status and Debit Card Type

- 21.1 The type of Debit Card issued to you will depend on your account status. If there is a change in your account status we can decide on the card issue or replacement arrangement. If this happens, we will notify you.
- 21.2 If you cancel your Account then the relevant Debit Card will also be cancelled.

## 22. General matters

- 22.1 No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of these Terms.
- 22.2 These Terms and Conditions are governed by the laws of Hong Kong. The Hong Kong courts have non-exclusive jurisdiction. These Terms may be enforced in the courts of any competent jurisdiction.
- 22.3 The English version of these Terms prevails if there is any inconsistency between it and the Chinese version.

## 23. Interpretation

- 23.1 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.
  - (b) The phrase 'includes' or "including" means 'includes but not limited to' and 'including without limitation'.

## Definitions in these Terms

|                          |  |
|--------------------------|--|
| "Account"                | means any account we allow you to access using the Debit Card, Card Information and/or Authentication Factors.   |
| "ATM"                    | means an automated teller machine.   |
| "Authentication Factors" | means any number or code or method we apply or use to identify you when you access information, give instructions or make a transaction using a Debit Card, including but not limited to a PIN, a personal code, a card verification value (CVV) number, soft tokens, device binding, in-app/SMS confirmations and biometric credential. An Authentication Factor constitutes a "PIN" for the purposes of the Integrated Account Terms and Conditions. |
| "Card Information"       | means any information of a Debit Card including the cardholder's name, Debit Card number, a personal code or a card verification value (CVV) number, Debit Card expiry date, signature on the back of the Debit Card and/or information stored in the Debit Card's magnetic stripe, chip or equivalent technology.   |

|                            |  |
|----------------------------|--|
| “Debit Card”               | means any card or supplementary card we issue to you in relation to any Account. These may be used to effect transactions by electronic or digital means. This includes at an ATM, a point of sale terminal or other electronic, digital or mobile devices as we may make available or accept from time to time. It also includes any contactless-enabled card, physical card, virtual card or digital card. These may be transcribed or imaged into your mobile phone or device or operated in any other way. |
| “Device Passcode”          | means the access passcode of a Mobile Device.  |
| “Hong Kong”                | means the Hong Kong Special Administrative Region of the People's Republic of China.   |
| “Instruction”              | means instructions given by the Primary Cardholder or Supplementary Cardholder.  |
| “Mobile Device”            | in respect of a virtual Debit Card, means the computer, smartphone, tablet or other electronic, digital or mobile device stored with or enabled to access or use that virtual Debit Card.  |
| “Mobile Wallet”            | means a wallet application provided by a Mobile Wallet Provider.   |
| “Mobile Wallet Provider”   | means the provider of the Mobile Wallet in your Mobile Device, as designated by us from time to time.  |
| “PIN”                      | means a personal identification number. A PIN may be designated by us or you.  |
| “Primary Cardholder”       | means the person to whom we issue a primary Debit Card.  |
| “Service” or “Services”    | means any service which we may provide or procure in relation to a Debit Card.   |
| “Supplementary Cardholder” | means any and each person to whom we issue a Supplementary Debit Card at the request of the Primary Cardholder.  |
| “Supplementary Debit Card” | means any Debit Card held by a Supplementary Cardholder.   |

## Appendix 1 – Terms for Virtual Debit Cards

### 24. Registering, storing and activating the virtual Debit Card

- 24.1 You must only access or store your virtual Debit Card on a mobile device type and model that we prescribe or accept from time to time. We can:
- (a) vary the type or model; or
  - (b) withdraw an existing type or model of mobile device, at any time without prior notice.
- 24.2 We may need you to verify and activate the virtual Debit Card. You can do this by completing certain steps we give you. We may limit the number of Mobile Devices in which you can access or store the same virtual Debit Card from time to time. You should refer to our latest communications about these limits.
- 24.3 By accessing or storing the virtual Debit Card in your Mobile Device, you consent to us sending SMS messages. We will send these to you for verification and activation purposes. We will use your phone number last recorded with us. Please ensure we have your most recent phone number. If we do not have a record of your phone number, we cannot send SMS messages to you. You will need to call us on the number displayed on the verification screen. You will then need to follow any steps we may require to verify or activate the virtual Debit Card.
- 24.4 You can access or view your virtual Debit Card when we make it available to you on our designated mobile banking app. This may be before or after your physical Debit Card is activated. Once you have accessed or viewed it, it will be ready for use immediately (unless we ask you to follow further activation steps). Before your physical Debit Card is activated by you, we can determine the types of transactions permitted with the virtual Debit Card.
- 24.5 You must keep your virtual and physical Debit Cards safe. If you have accessed or viewed the virtual Debit Card (no matter whether you have received or activated your physical Debit Card), you will bear all risks and consequences of transactions affected using your virtual Debit Card. This includes the use by unauthorised persons or for unauthorised purposes. We recommend you activate your physical Debit Card as soon as possible. We can cancel the virtual Debit Card if your physical Debit Card remains de-activated.
- 24.6 You may have to activate your virtual Debit Card again if we issue a new or replacement physical Debit Card to you.

## 25. Your responsibilities

- 25.1 You require Internet connection, compatible telecommunications equipment and a mobile phone service plan (if applicable) in order to access, store and use your virtual Debit Card.

## Appendix 2 – Terms for cash rebates

### 26. Applicable to cash rebate

- 26.1 We may offer cash rebates to eligible transactions made by the Debit Card. We have sole discretion to set, vary, suspend or withdraw any cash rebate arrangements from time to time. This includes:
- (a) the rate of cash rebate (including the different rates applicable to different types of Debit Cards, 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 you is later reversed, cancelled or identified as ineligible and our right to deduct such cash rebate from your Account; and
  - (h) any other details relating to earning or paying cash rebate.
- 26.2 If, in our reasonable opinion, there is fraud or abuse relating to the earning or using of cash rebate, we can:
- (a) decide not to pay any cash rebate; and
  - (b) debit from the Account any cash rebate paid to you.
- Such fraud or abuse may include obtaining a refund of the amount of a transaction by any means after earning the cash rebate for that transaction.
- 26.3 We have the right to cancel any unused cash rebate on the cancellation of your Debit Card.
- 26.4 We have the right not to offer cash rebates if your Account is restricted or has access conditions imposed.
- 26.5 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 travellers 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; and
    - instalment payments.
- 26.6 We determine the eligibility of transactions based on merchant codes issued by the relevant card association from time to time. These codes are managed by the card association. We are not liable for their accuracy or categorisation of transaction merchant types. Our decision on a transaction's eligibility for the cash rebate is final and conclusive.

- 26.7 We can determine the currency in which the cash rebate will be paid. We will try to pay it in the same currency as the transaction where feasible.
- 26.8 We may decide to pay the cash rebate in a different currency to that used to settle the transaction. If this happens, we will calculate the cash rebate amount at the exchange rate determined by us. We will do this with reference to the rate set by the relevant card association.
- 26.9 The cash rebate amount will be rounded to the nearest cent (and for Japanese yen, it will be rounded to the nearest whole yen).
- 26.10 You will not be entitled to cash rebate if you close your Account or cancel your Debit Card before the cash rebate is credited to your Account.