



## **IMPORTANT INFORMATION FOR CUSTOMERS**

- Credit Card Cardholder Agreement
- Information on your Credit Card
- Terms & Conditions for the Credit Card Interest-free Instalment Plan
- Rewards Programme Terms and Conditions
- Terms & Conditions for Using the Services of the “Credit Cards Customer Service Hotline”

## Credit Card Cardholder Agreement

This Agreement applies to HSBC Macau Patacas/Hong Kong Dollars Visa Gold, Gold MasterCard, Visa Classic, Standard MasterCard, HSBC Pulse UnionPay Dual Currency Diamond Credit Cards issued by us.

**IMPORTANT! Before you use your Card, please read this Agreement carefully. By using (which includes activating) your Card, you will be considered to have accepted the terms and conditions applicable to your Card as set out in this Agreement and will be bound by them.**

The terms used in this Agreement are defined at the end.

### 1. Your responsibility

- (a) You are responsible for the Card Account and all Card Transactions (including all related fees and charges as referred in caveat f) of article 8 below). You are responsible even if:
- (i) you do not sign a sales slip (including where a Card Transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature) or the signature on the sales slip is different from the signature on your Card; or
  - (ii) the Card Transaction is effected involuntarily.
- You remain liable even after the termination of your Card or this Agreement.
- (b) You should not transfer your Card or PIN or allow any other person to use your Card or PIN.
- (c) You should take appropriate security measures including the following:
- (i) sign your Card as soon as you receive it;
  - (ii) keep your Card in a secure place and under your personal control. You should treat your Card as if it were a cash;
  - (iii) keep a note of your Card number in a safe place, separate from your Card;
  - (iv) remember to take your Card from the ATM after use;
  - (v) make sure your Card is returned to you promptly after a Card Transaction;
  - (vi) when you receive notice of your assigned PIN, memorise the PIN and destroy the notice;
  - (vii) make sure the PIN is protected from view by any other person when you use it;
  - (viii) change the PIN regularly;
  - (ix) if the PIN is or may have been seen by any other person, change it promptly;
  - (x) DO NOT write down or keep the PIN on or close to your Card. You should disguise any record of the PIN.
  - (xi) DO NOT choose obvious number for the PIN (such as ID card number, date of birth, telephone number or other easily accessible personal information);
  - (xii) DO NOT use the same PIN for other services or purposes (such as connecting to the internet or accessing other websites);
  - (xiii) always complete the "total" box on the sales slip and put currency sign before the numerals. DO NOT leave space for other writing.
  - (xiv) make sure only one sales slip is imprinted for each Card Transaction; and
  - (xv) keep the cardholder copy of each sales slip and check it against your Card statement
- (d) You should report any loss, theft, disclosure or unauthorised use of your Card or PIN in accordance with Clause 5.
- (e) If you are a primary cardholder, you should ensure that each Additional Cardholder uses and handles his/her Card and related matters in accordance with this Agreement. In particular, you should note that an Additional Cardholder may use or enjoy certain services and Card benefits relating to the additional Card even if you do not use or enjoy such services and Card benefits relating to your primary Card. In these cases, you should ensure that the Additional Cardholder uses or enjoys such services and Card benefits in accordance with this Agreement and other terms and conditions governing such services and Card benefits.

### 2. Credit limit assignment and review

- (a) Your Card carries a credit limit for purchases and cash advances. Please refer to your Card statement for the applicable credit limit on that Card. You are required to comply with the credit limit on your Card.
- (b) We set the credit limit and review it from time to time. We may set a different credit limit on your Card at any time as we consider appropriate. We set the credit limit based on periodic assessment of your credit risks associated with your Card Account (including any spending and repayment pattern). If we decide to increase the credit limit, we will give you advance notice. We may reduce the credit limit without giving you advance notice. You may apply to us for review of the credit limit at any time.
- (c) **(Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** Your Card Account consists of a Macau Patacas sub-account and a Renminbi sub-account. We set the credit limit on your Card in Macau Patacas. That credit limit is allocated between the two sub-accounts based on your allocation request in your Card application. The credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your Card application. You may also instruct us to change the credit limit allocated to a sub-account. A new credit limit for the Renminbi sub-account will be calculated at the prevailing exchange rate determined by us at the time we process your instruction. The Macau Patacas sub-account and Renminbi sub-account are linked to each other and blocking,

suspending or terminating one of the sub-accounts for any reason may cause the blocking, suspension or termination of the other.

- (d) We may reject Card Transactions in excess of the credit limit. However, we also have discretion to allow such Card Transactions without notice to you, unless we have received and processed your request to opt out from our over-the-limit facilities. Even if we accept your opt-out request, certain Card Transactions in excess of the credit limit may still be allowed (each an "Excluded Card Transaction"). Excluded Card Transactions include any Card Transaction which is not immediately processed by us or does not require our authorisation for effecting payment. Examples of Excluded Card Transactions may include, without limitation, the following (or any of them) depending on the type of your Card:
- (i) transaction approved yet late posted;
  - (ii) transaction where the posting amount exceeds the transaction amount for example due to currency exchange rate fluctuations in respect of foreign currency transactions; and
  - (iii) transaction approved by Visa, MasterCard Worldwide or UnionPay to your Card Account which may result in over-the-limit transactions.
  - (iv) mobile or contactless payment transactions;

You will be liable for the Card Transactions in excess of the credit limit according to the provisions of this Agreement.

### 3. Cash advance and Card Transactions

- (a) If you make a cash advance withdrawal at our counter, the withdrawal limit equals your available credit limit.
- (b) **(i) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (1) your available credit limit and (2) the daily limit on drawing cash advance at ATM.
- (ii) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** If you make a cash advance withdrawal through a UnionPay ATM in Mainland China, the withdrawal limit equals the lower of (1) your available credit limit of the Renminbi sub-account and (2) the limit set by local restrictions. If you make a cash advance withdrawal at an ATM, the withdrawal limit equals the lower of (A) your available credit limit of your Macau Patacas sub-account and (B) the daily limit on drawing cash advance at ATM.
- (c) We are not responsible for any merchant's refusal to accept your Card. We are also not responsible for any goods or services supplied to you by any merchant. Your obligation to us under this Agreement in not affected and will not be relieved or reduced by any claim made by you against a merchant. You are responsible for resolving any dispute between you and a merchant. In particular, you and the merchant have to agree on the setting up, modification or termination of any dispute between you and the merchant.

### 4. Card benefits

- (a) We may offer different benefits for different types of Cards. We may introduce new benefits or vary or withdraw any benefits without prior notice. We have the right to set, exclude or withdraw any account which may be linked or used in connection with any Card benefit.
- (b) Card benefits may include the following (or any of them) depending on the type of your Card:
- (i) rewards and privileges (including the Rewards Programme);
  - (ii) mobile or contactless payment transactions;
  - (iii) interest-free instalment plans for purchasing goods or services from designated merchants;
  - (iv) ATM access for cardholders to use their cards to effect banking transactions at designated ATMs;
  - (v) internet banking or phone banking service for cardholders to operate their card accounts or use other services which we may offer online or through telephone;
  - (vi) Any other benefits that we may notify you from time to time.
- (c) You may be required to make separate application to obtain some benefits.

Use of Card at ATMs

- (d) If you want to operate any of your bank accounts with us with your Card using an ATM, you have to link that bank account to your Card. We may specify any conditions or limits relating to the use of ATM. These conditions or limits may include the following (or any of them)
- (i) the types or number of bank accounts that may be linked to a Card;
  - (ii) the currency of any transactions; and
  - (iii) limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment through ATM.
- (e) If you want to use your Card at an ATM outside Macau for cash withdrawals (including cash advance) and transfers, you are required to set your overseas ATM daily withdrawal and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the corresponding activation periods in advance. You have to set the limits and periods through one of the channels designated by us from time to time.
- (f) **(Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)**
- (i) You can use your Card at an ATM to access one Macau Patacas bank account only ("Linked Account").
  - (ii) If you withdraw cash at UnionPay ATMs in Macau, you may select to withdraw from the Linked Account as a cash withdrawal or from your Macau Patacas sub-account as a cash advance.
  - (iii) If you withdraw at UnionPay ATMs (including HSBC ATMs) in Mainland China, we will treat the withdrawal as a cash advance from your Renminbi sub-account.
  - (iv) If you withdraw at UnionPay ATMs outside Mainland China and Macau and have sufficient funds in the Linked Account to cover the entire amount of the cash withdrawal, we will treat the withdrawal as cash withdrawal from the Linked Account.
  - (v) If you withdraw at UnionPay ATMs outside Mainland China and Macau an amount greater than the available balance in the Linked Account, we

will treat the entire withdrawal amount as a cash advance from your Macau Patacas sub-account.

Use of phone banking service

- (g) We may specify or vary the scope, features and terms of the phone banking service from time to time without prior notice.
- (h) You authorise us to act on any instructions given by telephone ("**Telephone Instructions**") using your phone banking PIN. We have no duty to verify the identity of the person using your phone banking PIN to give Telephone Instructions. We are not liable for acting in good faith on a Telephone Instruction given using your phone banking PIN even if that Telephone Instruction was not authorised by you.
- (i) We have no obligation but may act on a Telephone Instruction where there are no sufficient funds or available credit facilities. We are not required to notify you before acting on that Telephone Instruction. You will be liable to repay and indemnify us for the resulting overdraft, advance or credit created by effecting that Telephone Instruction. If we decide not to act on that Telephone Instruction, we are not liable for any consequence of not acting.
- (j) Any exchange rate or interest rate quoted by us in response to a Telephone Instruction is for reference only, unless the rate is confirmed by us for a transaction. A rate confirmed by us and accepted by you for a transaction through the phone banking service will be binding on you, even if we may have quoted a different rate previously by any means.
- (k) You should notify any person with whom you effect a transaction or fund transfer using the phone banking service of the details of that transaction. We are not responsible for giving such notice.
- (l) We may not process Telephone Instructions immediately or on the same day we receive the Telephone Instructions. This may be due to system constraint, equipment malfunction or failure, or other reasons (whether or not beyond our control). We are not liable for any delay or failure in effecting a Telephone Instruction. Our decision on whether or not to effect or the timing of effecting a Telephone Instruction will be final and binding on you.

Additional terms governing Card benefits

- (m) We may separately issue or vary additional terms and conditions relating to Card benefits from time to time. These may include the following (or any of them) depending on the type of your Card:
- Rewards Programme Terms and Conditions;
  - Terms and Conditions for the Credit Card Interest-free Instalment Plan;
  - ATM Card Terms and Conditions;
  - Terms and Conditions for HSBC Internet Banking; and
- (n) The terms and conditions relating to a Card benefit set out the eligibility criteria, conditions, limits, guidelines or directions applicable to that Card benefits.
- (o) The terms and conditions relating to Card benefits are available at our website or upon request at any of our branches in Macau. The terms and conditions will also be made available in the welcome pack (for new cards) or upon your application of the relevant Card benefits.
- (p) The terms and conditions relating to a Card benefit prevail over the provisions of this Agreement if there is any inconsistency between them concerning that Card benefit.

## 5. Loss, theft or misuse of your Card or PIN

Report promptly

- (a) You should promptly report any loss, theft, disclosure or unauthorised use of your Card or PIN. You should report in person to a branch in Macau or notify us by telephone via the following hotlines:
- (853) 2832 2813 (Credit Card Customer Service Hotline during bank operating hours);
  - D800 891 (24-Hour Lost Card Hotline-Macau);
  - (852) 2233 3000 (24-Hour Lost Card Hotline – Hong Kong and Overseas).

If overseas, you should notify any member of Visa, MasterCard Worldwide or UnionPay as applicable.

- (b) If you report an unauthorised transaction in accordance with this Agreement before its settlement date, you are entitled to withhold payment of the disputed amount. While our investigation is on-going, we will not impose any finance charge or interest on the disputed amount or make an adverse credit report against you. After we have investigated in good faith and if the investigation result shows that your report was unfounded, we have the right to re-impose the finance charge or interest on the disputed amount over the whole period (including the investigation period). The result of our good faith investigation is binding on you.

Your liability for unauthorised transactions

- (c) You will be liable for all cash advance and all other transactions effected by unauthorised use of your Card or PIN before we or any member of Visa, MasterCard worldwide or UnionPay (as possible) receive report or loss, theft, disclosure or unauthorised use.

Replacement Card

- (d) We have no obligation but may issue a replacement Card to you. If we issue a replacement Card, we will charge a handling fee as referred in caveat f) of article 8 below.

## 6. Card statement

- (a) We will normally provide a Card statement each month with the following and other details relating to a Card (including an additional Card, where applicable):
- the total amount outstanding on the Card Account ("**Statement Balance**");
  - the minimum amount of the Statement Balance ("**Minimum Payment Due**") to be paid; and
  - such part of the Minimum Payment Due that must be paid immediately and the date by which the remaining payment must be paid ("**Payment Due Date**").
- (b) We have the right to send all Card statement to the primary cardholder, including Card statement relating to an additional Card.

- (c) You should notify promptly us of any transaction shown in any Card statement that was not authorised by you. You should notify us within 60 days of the date of the transactions shown on the statement. These will be considered as correct, conclusive and binding on you and you will be deemed to have waived any right any objections or pursue any remedies against us in relation to such transactions.

## 7. Payments

- (a) You may pay the Statement Balance by cheque or other means subject to our normal terms and conditions.
- (b) **(Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)**
- You should pay the amount outstanding on each sub-account separately in its respective currency. If you have designated a Macau Patacas or Hong Kong dollar bank account to pay outstanding amounts on the Renminbi sub-account by way of standing instruction or cheque payment, we will convert the Macau Patacas or Hong Kong dollar amount to Renminbi at the prevailing exchange rate determined by us on the date we process the standing instruction or cheque.
  - You should ensure you have sufficient funds in the Macau Patacas or Hong Kong dollar bank account referred to in Clause 7(b) (i) above for conversion into Renminbi for payment, taking into account exchange rate fluctuations. Otherwise, you may have to pay finance or late charges (or both) set out in this Agreement.
- (c) If you will be away from Macau, you should make arrangement as appropriate to settle the Card Account before your departure.
- (d) **(i) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)** If your Card is a Macau Pataca card and you effect a Card Transaction in a currency other than Macau Pataca, we will debit that Card Transaction to your Card Account after conversion into Macau Pataca. The exchange rate will be determined by us by reference to the exchange rate adopted by Visa or MasterCard Worldwide (as applicable) on the date of conversion. We will also debit to your Card Account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by Visa or MasterCard Worldwide to us. The same arrangement applies to a Card Transaction effected by you in a currency other than Hong Kong dollar if your Card is a Hong Kong dollar if your Card is a Hong Kong dollar card.
- (ii) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card)**
- If you effect a Card Transaction in Renminbi, we will debit that Card Transaction to your Renminbi sub-account.
  - If you effect a Card Transaction in Macau Patacas, we will debit that Card Transaction to your Macau Patacas sub-account.
  - If you effect a Card Transaction in Hong Kong dollar, we will debit that Card Transaction to your Macau Patacas sub-account after conversion into Macau Patacas. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion.
  - If you effect a Card Transaction in a currency other than Macau Patacas, Hong Kong dollar and Renminbi, we will debit that Card Transaction to your Macau Patacas sub-account after conversion into Macau Patacas. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion. We will also debit to your Macau Patacas sub-account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by UnionPay to us.
- (e)
- All payments to us under or in connection with this Agreement (including the outstanding balance in your Card Account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with this Agreement. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with this Agreement.
  - You agree that any termination of your Card is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of your Card, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if your Card is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with this Agreement, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated your Card.
  - You hereby confirm that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of any amount payable to us under this Agreement whether under applicable laws or regulations of Macau or applicable laws or regulations of any other country where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
  - This Clause 7(e) will continue to be effective after the termination of your Card.
- (f) You agree that we may debit your Card Account to make a partial or full refund of your credit balance by any means determined by us, including making a transfer to any of your bank accounts with us or sending a

cashier's order to the address last notified by you, at any time without prior notice.

#### 8. Fees and charges

- (a) If we receive payment of the Statement Balance in full on or before the Payment Due Date, you do not have to pay any finance charge or late charge on that Statement Balance. Payment of the statement Balance includes payment of all fees, charges, costs and expenses in connection with Card Transactions.
- (b) Depending on the type of your Card, you may enjoy an interest-free period of up to 56 days on purchase transactions charged to your Card.
- (c) Financial charge
- (i) If you do not pay the Statement Balance in full on or before the Payment Due Date, we may charge without prior notice, a finance charge even if you have paid the Minimum Payment Due in full (as referred in caveat f) of article 8 below. The finance charge is imposed on:
- (1) the unpaid Statement Balance, from the statement date immediately preceding the Payment Due Date until we receive payment in full; and
- (2) the amount of each new transaction being posted to your Card Account since that statement date, from the transaction date until we receive payment in full.
- (ii) The finance charge will accrue daily and be calculated at the annual interest rate as specified in our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" at the time. We are entitled to set different interest rates for outstanding cash advance and outstanding purchase transactions respectively.
- (d) Late charge
- If you do not pay the Minimum Payment Due in full on or before the Payment Due Date, we may charge, without prior notice, a late charge in addition to the finance charge as referred in caveat f) of article 8 below. The late charge will be debited to your Card Account on the following statement date. If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, the late charge will be debited to Macau Patacas sub-account, Renminbi sub-account or both (as applicable) on the following statement date.
- (e) Fees
- You are required to pay the following fees as applicable. If you require any additional services, you may have to pay other fees and charges.
- (i) overlimit handling fee: if the Statement Balance (excluding all fees and charges currently billed to your Card Account) exceeds the credit limit on your Card, we will treat this as your informal request for raising your credit limit. We may agree to your request and charge, without prior notice, a handling fee for considering and agreeing to your request. If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, we have the right to charge an overlimit handling fee on your Macau Patacas sub-account, Renminbi sub-account or both (as applicable). If we have received and processed your request to opt out from our over-the-limit facilities, we will only have the right to charge an overlimit handling fee for any Excluded Card Transactions;
- (ii) cash advance handling fee and cash advance fee: we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance. If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card and you make a cash advance from your Macau Patacas sub-account or your Renminbi sub-account, we will charge a handling fee and a cash advance fee for each cash advance on the date of the cash advance;
- (iii) returned cheque or rejected autopay handling fee: if the cheque or autopay is not drawn on an account with us and the cheque or autopay is subsequently returned or rejected, we will treat this as your informal request for special handling services and may charge, without prior notice, a handling fee for such services;
- (iv) card replacement fee: we will charge a handling fee for each Card replaced before renewal.
- (v) retrieval fee: we will charge a retrieval fee for the photocopy of sales slips requested by you;
- (vi) annual fee: we may charge or waive an annual fee for your Card and any additional Card; and
- (vii) foreign currency transaction fee: we have the right to require you to pay in full or in part the transaction fee charged by Visa, MasterCard Worldwide or UnionPay (as applicable) to us on a Card Transaction with your Card in a currency other than that currency of the Card:
- (1) if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card and you effect the Card Transaction with your Card in a currency other than Macau Patacas, Hong Kong dollar and Renminbi; or
- (2) for other Cards, you effect the Card Transaction with your Card in a currency other than the currency of the Card.
- (f) We may vary the fees and charges from time to time. Our "Bank tariff guide for HSBC Retail Banking and Wealth Management Customers" has details of various fees and charges including the applicable rates or amounts. That guide is available at our website or upon request at any of our branches in Macau.
- (g) We will debit any fees and charges to your Card Account. Such fees and charges will not be waived or refunded.

#### 9. Additional Card

- (a) If you are an Additional Cardholder, you will be responsible for the use of the additional Card issued to you and will be bound by the terms and conditions of this Agreement. You will not be liable for the use of any additional Card issued to another Additional Cardholder or the use of the primary Card.
- (b) If you are the primary cardholder, you will be liable for the use of your primary Card as well as the use of each additional Card. We have full discretion in recovering indebtedness (including all fees and charges)

incurred by an Additional Cardholder from the primary cardholder or that Additional Cardholder or both.

#### 10. Termination of Card

- Termination by you
- (a) You may terminate your Card at any time. If you wish to terminate your Card, you have to give us written notice AND return to us your Card and all additional Cards, if any. If your Card is the primary Card, your termination notice will terminate your Card and all additional Cards (if any) at the same time.
- (b) An additional Card may be terminated by the primary cardholder or the Additional Cardholder of that additional Card. The primary cardholder or the Additional Cardholder have to give us written notice AND return to us that additional Card.
- (c) You should cut a card in two before returning it to us.
- Termination and suspension by us
- (d) We may terminate or suspend your Card (whether the primary Card or an additional Card) at any time without giving you prior notice or any reason.
- (e) If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, we may suspend your Macau Patacas sub-account or Renminbi sub-account (or both) at any time without giving you prior notice or any reason.
- You remain liable for indebtedness even after termination
- (f) Upon the termination of your Card for any reason or upon your bankruptcy or death, the following amounts will become immediately due and payable in full to us:
- (i) the outstanding balance on your Card Account; and
- (ii) the amount of any Card Transactions effected but not yet charged to your Card Account.
- (g) You or your estate are required to pay all outstanding amounts to us even after the termination of your Card or your bankruptcy. Such outstanding amounts include any regular payments under arrangements which are set up or authorised by you before the termination of your Card or your bankruptcy (even if payments are debited to your Card Account afterwards). We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.
- (h) You are liable for any Card Transactions effected with your Card until you Card have been returned to us. If you are the primary cardholder, you are liable for any card Transactions effected with an additional card until (i) the additional Card has been returned to us or (ii) we are able to implement the procedures which apply to lost cards if you so request. Such Card Transactions include purchases or transactions through autopay arrangement or other means of payment.

Autopay or other standing arrangements

- (i) Termination of your Card does not automatically terminate or transfer any arrangement set up or authorised by you in relation to your Card before its termination. Such arrangements include autopay arrangements, direct debit arrangements, regular payment arrangements, instalment plan and other standing arrangements. You should terminate or modify any such arrangement with the responsible merchant or party.

#### 11. Limitation of our liability

- (a) We are not liable to you or any other person for the following (or any of them):
- (i) any delay, failure or computer processing error in providing any of our equipment, facilities or services to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and
- (ii) any consequential or indirect loss arising from or in connection with our providing equipment, facilities or services, or our failure or delay in providing them.
- (b) Where a person that is not our agent provides any equipment, facilities or services to you, we are not liable for any act or omission of that person as long as we have exercised reasonable care and skill in dealing with that person.

#### 12. Indemnity

- (a) Except as set out in Clause 13(b) below, you will be indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for the following items which we or they may incur or suffer as a result of or in connection with your use of our providing equipment facilities or services to you under this
- (i) all actions, proceedings and claims which may be brought by or against us or them; and
- (ii) all losses, damages and reasonable amounts of costs and expenses. This indemnity shall continue after the termination of this Agreement.
- (b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 13(a) was caused by gross negligence or willful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 13(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or willful default.
- (c) If you fail to pay any amount to us when due or if you breach any terms or conditions of this Agreement, we may enforce our rights or pursue remedies to collect or recover any outstanding amount. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in collecting or recovering any outstanding amount. We are entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by us) until we receive payment in full.

#### 13. Set-off

In addition to any general right of set-off or other rights in law or under any agreement, we are entitled to combine or consolidate the outstanding balance on your Card Account with the balance on any other account which you maintain with us, in Macau or elsewhere, without prior notice. If you are the

primary cardholder, our right will extend to the outstanding balance on the Card Account of any Additional Cardholder. We are entitled to set off or transfer any money standing to the credit of any other account which you maintain with us in or towards settlement of your liability to us under this Agreement.

**14. Variation of terms and conditions, charges and fees**

We have the right to vary the terms and conditions of this Agreement, interest rates, finance charges or other fees or charges from time to time. We will give you 30 days prior notice in a manner we consider appropriate. You will be bound by a variation unless your Card is returned to us for termination before the date on which that variation takes effect.

**15. Collection and disclosure of your information**

(a) Definitions

Terms used in this Clause 15 shall have the meanings set out below. If any term used in this Clause 15 is not defined below, that term shall have the meaning set out at the end of this Agreement.

**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 any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your 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 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 we or members of the HSBC Group may take.

**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 us 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 Cards (including additional Cards), (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our 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 Macau or foreign tax, revenue or monetary authorities.

**Tax Information** means documentation or information about your tax status or the tax status of a Connected Person.

**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 (including additional Cards), transactions, use of our 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 Clause 15(b) explains how we will use information about you and Connected Persons. The Notice relating to the Privacy and Securities that applies to you and other individuals (the "Notice") also contains important information about how we and the HSBC Group will use such information and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 15 and the Notice.

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

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 15 or the Notice.

Collection

- (i) We and other members of the HSBC Group may collect, use and share Your Information. Your Information may be requested by us or on behalf of us 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 us or any member of the HSBC Group.

Use

- (ii) We and members of the HSBC Group may use, transfer and disclose Your Information (1) in connection with the purposes set out in this Clause 15, (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against you)((1) to (3) are collectively referred to as the "Purposes").

Sharing

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

Your obligations

- (iv) You agree to inform us promptly and in any event, within 30 days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.
- (v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us 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 15 and the Notice (as may be amended or supplemented by us 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 us to use, store, disclose, process and transfer all of Your Information in the manner described in this Agreement. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.
- (vii) Where:
- you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or
  - you or any Connected Person withhold(s) or withdraw(s) any consents that we 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
  - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, we 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 our relationship with you;
    - (B) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and
    - (C) block, transfer, close or terminate your account(s) or Card(s) (including additional Card(s)) 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 we may make our 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 us or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

(c) Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include: (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 your identity and status or that of a Connected Person.
- (ii) We 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 we 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 acknowledge that you are solely responsible for understanding and complying with your tax obligations (including 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 us or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of a Connected Person's or your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the

opening and use of account(s), Cards (including additional Cards) and Services provided by us or members of the HSBC Group.

(e) Miscellaneous

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause 15 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 15 shall prevail.
- (ii) If all or any part of the provisions of this Clause 15 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 15 in that jurisdiction.

(f) Survival upon termination

This Clause 15 shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, the closure of any of your accounts, or the termination of any of your Cards (including any additional Cards).

**16. General matters**

- (a) Your Card remains our property. You should return it to us upon our request.
- (b) You should notify us promptly if you change your employment or contact details (including address, telephone number, email address and fax number). Such notice should be given in such manner as we may accept from time to time.
- (c) In the course of providing our services, we may record verbal instructions received from you and any other verbal communication between us.
- (d) We have the right to destroy any documents relating to your Card Account after microfilming or scanning them.

Gambling or other illegal transactions

- (e) You should not use your Card for payment of any gambling or to an illegal transaction under any applicable laws. If we suspect, believe or know that any Card Transaction is or relates to a gambling or an illegal transaction, we have the right to (i) decline processing or paying that Card Transaction or (ii) reverse, cancel or chargeback that Card Transaction.

Governing law, jurisdiction and version

- (f) This Agreement is governed by and will be construed according to Macau laws.
- (g) You submit to the non-exclusive jurisdiction of the Macau courts.
- (h) The English version of this Agreement prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Agreement is for reference only.

**Definitions**

**Additional Cardholder** means any and each person to whom we issue an additional Card.

**Agreement** means this Credit Card Cardholder Agreement, as may be amended from time to time.

**Applicable Regulation** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Macau, to which we or you are subject or with which we or you are expected to comply from time to time.

**ATM** means an automated teller machine.

**Authority** means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

**Card** means HSBC Macau Patacas/Hong Kong Dollars Visa Gold, Gold MasterCard, Visa Classic, Classic MasterCard, HSBC Pulse UnionPay Dual Currency Diamond Credit Cards issued by us from time to time.

**Card Account** means the account established in respect of a Card for recording Card Transactions and other items. If your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card, Card Account consists of a Macau Patacas sub-account and a Renminbi sub-account as described in Clause 2(c).

**Card Transaction** means each transaction (including a cash advance) effected by using your Card or PIN.

**cash advance** means each cash withdrawal from your Card Account including withdrawal of any funds standing in the credit of your Card Account.

**Excluded Card Transaction** is defined in Clause 2(d).

**Macau** means the Macau Special Administrative Region of the People's Republic of China.

**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.

**Minimum Payment Due** is defined in Clause 6(a).

**Payment Due Date** is defined in Clause 6(a).

**PIN** means personal identification number or any code or number that is used by us to identify you when you access information, give instructions or make a transaction using a Card, internet banking, phone banking or any other service.

**Statement Balance** is defined in Clause 6(a).

**Telephone Instructions** is defined in Clause 4(h).

**we, us, our** means The Hongkong and Shanghai Banking Corporation Limited, Macau Branch and its successors and assigns.

**you or your** means the person to whom we issue a Card (whether a primary Card or an additional Card).

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

## Information on your credit card

The following information on the use of a credit card from HSBC for reference. For a comprehensive set of legally binding terms and conditions, please refer to the Cardholder Agreement.

1. For your own protection, please take good care of the credit card from HSBC and note the security of the personal identification number (PIN) :
  - (a) Sign on the card as soon as receiving it.
  - (b) Keep a note of the card number in a safe place, separate from the card.
  - (c) Keep the card in a secure place and treat it as if it were cash.
  - (d) Remember to take the card from the Automated Teller Machine (ATM) after use.
  - (e) Always complete the 'total' box on the sales slip, with a currency sign before the numbers, and don't leave space for extra figures.
  - (f) Watch and ensure that only one sales slip is imprinted for each transaction.
  - (g) Make sure the card is returned promptly after use.
  - (h) Keep the customer copy of the sales slips and check them against the monthly statements.
  - (i) Destroy the personal identification number (PIN) advice after memorizing it.
  - (j) Do not write down or record the PIN. If you wish to keep a written record of the PIN, disguise it and never keep it on or close to the card
  - (k) Do not let anyone else use the card and PIN
  - (l) Do not choose obvious numbers for the PIN, such as ID card number, date of birth, personal telephone numbers or other easily accessible personal information.
  - (m) For extra security, change the PIN regularly.
  - (n) Make sure the PIN is protected from view when access our Interactive Voice Response System (IVRS) and use the ATM or any other electronic payment terminal. If you think someone has seen the PIN, change it immediately.
2. If the card/PIN is lost or stolen, or if the PIN has been disclosed to a third party, please report the incident immediately by calling to our 24-hour Lost Card Hotline 0800891 or inform the nearest HSBC branch in Macau. If the Cardholder is in Hong Kong, he/she can report to our 24-hour Lost Card Hotline on (852) 2233 3000. If you are overseas, report to any Visa or MasterCard Worldwide or UnionPay member bank. Please note that you and any additional cardholder are liable for all amounts debited to a credit card as a result of the unauthorised use of the card/PIN until report loss has been received by us, theft or disclosure of the card or PIN. You and any additional cardholder are liable for all cash advances effected as a result of the unauthorised use of any such number and for all other transactions debited to the Card Account as a result of the unauthorised use of a card ("Non-cash Transaction") until notification of its loss, theft or disclosure has been received by us or by a member of Visa or MasterCard Worldwide or UnionPay. You and any additional cardholder are fully liable for all non-cash transactions, without limit, if he/she has acted fraudulently or with gross negligence in using or safeguarding the Card or has knowingly (whether voluntarily or otherwise) provided the Card to a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss or theft. Failure to follow any measures to safeguard the Card (and such number) or with regard to the usage thereof as recommended by us in any communication to you from time to time may be treated as gross negligence for the above purpose.
3. Each credit card is assigned a credit limit that applies to both purchase and cash advance transactions. For your own credit limit, please refer to the card statement. We may at our discretion allow for any card transactions exceeding the credit limit, and reduce the credit limit according to the result of our credit risk assessment of the primary cardholder or the card account, without prior notice.
4. If you or any additional cardholder draw a cash advance at the counter, the withdrawal limit will be equal to his/her available credit limit. If you or any additional cardholder draw a cash advance through Automatic Teller Machine (ATMs) there will be a daily limit of MOP/HK\$20,000 or the available credit limit whichever is lower.
5. All funds credited to the Card Account will be applied to reduce its outstanding balance. Any credit balance resulting from this will be added to the available credit limit.
6. If you maintain other account(s) with us and you linked them to your credit card, you may use the credit card to withdraw cash/transfer funds from the account(s) through ATMs. There is a daily cash withdrawal limit of MOP/HK\$20,000 for ATMs (or the local currency equivalent if drawn from an ATM overseas) and a daily transfer limit of MOP/HK\$30,000 for transfers to any accounts linked to the credit card.
7. Except in cases of willful conduct or gross negligence by us, we accept no responsibility for the non-acceptance of the card by any merchant or the refusal of card payment at any Convenience Store Outlet, or for the quality of goods and services provided by any merchant or Convenience Store Outlet, or for any regular payment arrangement with any merchant. If you have any concerns regarding a merchant, you may call our Credit Card Customer Service Hotline on (853) 2832 2813. However, you are required to settle the related transaction(s) even if your claim is against the merchant.
8. Upon receipt of the credit card statement, please check the entries against the credit card sales slips and/or card payment receipts. If you have any queries on the statement entries, you should refer to us by calling our Credit Card Customer Service Hotline within 60 days of the statement date.
9. On all purchase transactions charged to the card, you can enjoy an interest-free period of up to 56 days.
10. (a) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Card) If you are holding a Macau Patacas (MOP) credit card from us, transactions effected in currencies other than MOP will be debited to the card account after conversion into MOP at a rate of exchange determined by reference to the exchange rate adopted by Visa or MasterCard Worldwide the date of conversion, plus an additional percentage levied by us. The same arrangement applies to a Card Transaction effected by the in a currency other than Hong Kong dollar if your Card is a Hong Kong dollar if your Card is a Hong Kong dollar card.
  - (b) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Card)
    - (1) If you effect a Card Transaction in Renminbi (RMB), we will debit that Card Transaction to your Renminbi sub-account.
    - (2) If you effect a Card Transaction in Macau Patacas, we will debit that Card Transaction to your Macau Patacas sub-account.
    - (3) If you effect a Card Transaction in Hong Kong dollar, we will debit that Card Transaction to your Macau Patacas sub-account after conversion into Macau Patacas. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion.
    - (4) If you effect a Card Transaction in a currency other than Macau Patacas, Hong Kong dollar and Renminbi, we will debit that Card Transaction to your Macau Patacas sub-account after conversion into Macau Patacas. The exchange rate will be determined by us by reference to the exchange rate adopted by UnionPay on the date of conversion. We will also debit to your Macau Patacas sub-account a percentage of the Card Transaction charged by us and any transaction fee (in full or in part) charged by UnionPay to us.
11. The following fees and charges apply as appropriate:
  - (a) Finance charge: If any cardholder fails to pay us the whole of the Statement Balance by the Payment Due Date, a finance charge will be applied (a) to each Card Transaction making up the Statement Balance, as well as each new transactions entered into by any cardholder since the last Statement Date, from the transaction date and (b) to any other amounts making up the Statement Balance from the last Statement Date, until the Statement Balance is paid in full. The finance charge will accrue daily and be calculated at the annual rate of 28.8%.
    - (b) Late charge: If the minimum payment due is not received by us on or before the payment due date, (1) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card) a late charge of 5% of the minimum payment (subject to a minimum of MOP/HK\$80 and a maximum of MOP/HK\$200) will be levied on the card account. (2) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Card) A late charge of 5% of the minimum payment (subject to a minimum of MOP80 and a maximum of MOP200 will be levied on MOP sub-account and a late charge of 5% of the minimum payment (subject to a minimum of RMB80 and a maximum of RMB200 will be levied on Renminbi (RMB) sub-account.
    - (c) Overlimit handling fee: If the statement balance exceeds the credit limit for the time being assigned to the card account, (1) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card) an overlimit handling fee of MOP/HK\$130 will be debited to the card account on the statement date. (2) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Card) an overlimit fee of MOP130 for MOP sub-account and RMB130 for RMB sub-account will be debited.
    - (d) Cash advance fee: Cash advances include all cash withdrawals made from the Card Account including withdrawals from funds credited to the Card Account. (1) (NOT Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Credit Card) They will be subject to a handling fee of 3% on the amount of advance (a minimum of MOP/HK\$70 for an over-the-counter cash advance and a minimum of MOP/HK\$30 for an advance made from an ATM or through any other channel) plus a cash advance fee of 2% on the amount of advance. The charges are flat and shall be debited to the card account as at the date of the advance. (2) (Applicable if your Card is a HSBC Pulse UnionPay Dual Currency Diamond Card) A handling fee of 3% on the amount of cash advance (a minimum of MOP30 for an advance made from an ATM) plus a cash advance fee of 2% on the amount of advance for MOP sub-account and a handling fee of 3% on the amount of cash advance (a minimum of RMB30 for an advance made from an ATM) plus a cash advance fee of 2% on the amount of advance for RMB sub-account.
    - (e) Card replacement fee: A fee of MOP/HK\$100 will be charged for each card replaced before renewal.
    - (f) Annual fee: The annual fee for standard primary and combined additional cards are as follows:
      - (i) Primary cards: HSBC Pulse UnionPay Dual Currency Diamond Card - MOP1,000, Visa Gold/Gold MasterCard - MOP/HK\$480, Visa/MasterCard - MOP/HK\$220.
      - (ii) Combined additional cards: HSBC Pulse UnionPay Dual Currency Diamond Card - MOP500, Visa Gold/Gold MasterCard - MOP/HK\$240, Visa/MasterCard MOP/HK\$110.
 This fee is subject to change at our discretion.
  - If you and the additional cardholder require any additional services (such as extra copies of account statements, clearing of foreign cheques paid into the account, etc.), other fees and charges may apply. For details, please refer to "Bank Tariff Guide for HSBC Retail Banking and Wealth Management Customers" available at any HSBC branch in Macau.
12. Termination of the card will not automatically lead to termination of any merchant auto payment arrangement, such as autopay, instalment plan, etc., that is set up or authorized prior to the termination of the card. If you wish to modify/terminate any merchant auto payment arrangement, please directly

contact the related merchant(s) who will be responsible for making the necessary arrangements.

13. Whether a cardholder is a primary cardholder or an additional cardholder, if he/she maintains an outstanding balance on the card account (or, if he/she is the primary cardholder, any additional card account also), we may, without notice, combine or consolidate the outstanding balance with any other account(s) (including credit card and deposit accounts) that any cardholder maintains with us and set-off or transfer the money to settle the outstanding balance of the card account (or, for a primary cardholder, any additional card account).
14. Upon termination of a card account or a cardholder's bankruptcy or death, you, the additional cardholder or the estate has to pay in full to us the whole of the outstanding balance of his/her card account together with the amount of any transactions effected but not yet charged to the account. We may employ third parties to collect any outstandings and request reimbursement of all cost or charges reasonably incurred from the cardholder or his/her estate.
15. As the primary cardholder, he/she is liable for the use of the primary as well as additional card(s), if applicable. We may recover any outstandings and charges incurred by an additional card from either the primary or the additional cardholder or both. However, the additional cardholder is liable for the use of his/her own additional card only and is not liable for the associated primary card or any other additional cards linked to that primary card account.
16. The card may not be used for payment of any gambling or other transaction which is illegal under any applicable laws. We have a chargeback right in respect of such transaction effected.
17. HSBC Group may collect, use, share and transfer to a jurisdiction outside of the Macau S.A.R., relevant information about cardholders, transactions and relationships with the HSBC Group to meet any requirements, either regulatory, legal or otherwise. Any information processed in such manner shall be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to and may be accessed at any time on [www.hsbc.com.mo](http://www.hsbc.com.mo). In addition, you and the additional cardholder have waived to our duties of bank secrecy regarding the information sharing under the applicable terms and agree (where applicable) to the potential tax withholding thereunder. You and the additional cardholder will also be given the right to request access and correction of any of the Personal Data. Any request may be made in writing and addressed to The Hongkong and Shanghai Banking Corporation Limited, Macau Branch 639 Avenida da Praia Grande, Macau, or to PO Box 476, Macau. All as better detailed in Clause 10 of the Credit Cardholder Agreement.

## Terms and Conditions for the Credit Card Interest-free Instalment Plan

### 1. Eligibility for the Instalment Plan

- (a) You are eligible to apply for the Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card). However, the Credit Card Interest-free Instalment Plan is not available to a UnionPay Dual Currency credit card.
- (b) We will decide whether to approve your application for the Instalment Plan having regard to the available credit limit on your Card Account and other relevant circumstances. We have the right not to approve your application without giving reasons.

### 2. Use of the Instalment Plan

- (a) You may use the Instalment Plan only for purchase from designated merchants of goods and services that we and such merchants agree from time to time.
- (b) You are not allowed:
  - (i) to alter or revoke a purchase order placed by you with a merchant under the Instalment Plan;
  - (ii) to exchange, return or trade in any goods or services purchased under the Instalment Plan; or
  - (iii) to vary the amount of each instalment, the number of instalments or the instalment period of the Instalment Plan as specified by us. However, you may at any time repay the total amount of all instalments outstanding under the Instalment Plan by cheque or other means acceptable to us.

### 3. Debits under the Instalment Plan

- (a) Upon our approval of your application for the Instalment Plan, the credit limit on your Card Account will be reduced by the total amount of all instalments under the Instalment Plan. The credit limit on your Card Account will only be restored as the amount of each instalment is paid and actually received by us.
- (b) We will debit the amount of each instalment to your Card Account on a monthly basis. That debit will be shown as a card transaction on your Card Account statement. Unless specified otherwise in these Terms and Conditions:
  - (i) each instalment amount is treated and will be handled in the same way as a purchase transaction charged to your Card Account. You should pay each instalment amount in the same manner as a card transaction charged to your Card Account; and
  - (ii) where silent in this Instalment Plan, the terms and conditions of the Cardholder Agreement shall apply to the Instalment Plan, however the Instalment Plan shall prevail over the Cardholder Agreement as regard any matter relating to the Instalment Plan if there is any inconsistency between them.
- (c) You authorise us to continue to debit your Card Account in accordance with these Terms and Conditions, even if you and the relevant merchant have made any contrary agreement or arrangement.
- (d) All instalment amounts paid are not refundable. We are not responsible for any goods or services purchased from a merchant under the Instalment Plan. You are responsible for resolving any dispute directly with the relevant merchant. Your obligation to pay the monthly instalments under the Instalment Plan and other obligations to us are not affected and will not be relieved or reduced by any claim made by you against a merchant.

### 4. Termination of your Card

If your Card is cancelled or terminated for any reason during the instalment period of the Instalment Plan, the total amount of all instalments outstanding under the Instalment Plan on the date of cancellation or termination become immediately due and payable by you.

### 5. Variation of these Terms and Conditions

We have the right to vary these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all instalments outstanding under the Instalment Plan before the date on which that variation takes effect.

### 6. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Macau laws.
- (b) You submit to the non-exclusive jurisdiction of the Macau courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

### Definitions

**Card** means the credit card issued to you and designated by us on which the Instalment Plan is provided.

**Card Account** means the account established in respect of your Card for recording Card transactions and other items.

**Cardholder Agreement** means the relevant credit card cardholder agreement governing your Card.

**Macau** means the Macau Special Administrative Region of the People's Republic of China.

**Instalment Plan** means the credit card interest-free instalment plan offered by us from time to time.

**we, us, our** means The Hongkong and Shanghai Banking Corporation Limited, Macau Branch and its successors and assigns.

**you or your** means the person to whom the Bank issue a credit card.

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

## Rewards Programme Terms and Conditions

### A. General Terms and Conditions

Who may participate in Rewards Programme

1. We may offer, vary, suspend or withdraw different benefits, schemes or arrangements under the Rewards Programme. The availability or redemption of some benefits, schemes or arrangements may be governed by further terms and conditions specified by us from time to time. Such benefits, schemes or arrangements may include Rewards Catalogue and Mileage Programme.
2. Only personal credit cards issued by us in Macau and of the types specified by us from time to time are eligible for the Rewards Programme. We have the right to specify and vary the types of credit cards that are eligible for the Rewards Programme. We may exclude (a) any types of credit cards from the Rewards Programme, or (b) any benefits, schemes or arrangements under the Rewards Programme. Unless we specify otherwise, eligible credit cards include Visa, MasterCard or UnionPay credit cards. Eligible credit cards may be primary cards or additional cards and may be denominated in Macau Patacas, Hong Kong dollar or Renminbi (Dual Currency Credit Card).
3. Your participation in the Rewards Programme is governed by these Terms and Conditions and any other terms and conditions specified by us from time to time. If any dispute arises in relation to the Rewards Programme, our decision or (if applicable) the relevant merchant's decision is final. Such dispute may include (a) any dispute over your eligibility for participation, your entitlement to benefits, records of redemption or other activities or transactions, or (b) any dispute between you and any merchant participating in the Rewards Programme.

Earning Reward Points

4. Except as specified in Clause 6, you may earn 1 Reward Point for:
  - (i) **(NOT Applicable if your Card is a UnionPay Dual Currency credit card)** (a) every MOP\$1 spent with your eligible card denominated in Macau Patacas; or (b) every HK\$1 spent with your eligible card denominated in Hong Kong dollar.
  - (ii) **(Applicable if your Card is a UnionPay Dual Currency credit card)** (a) every MOP\$1 spent with your eligible UnionPay Dual Currency Credit card MOP Sub-account denominated in Macau Patacas; or (b) every RMB\$1 spent with your eligible UnionPay Dual Currency Credit card RMB sub-account denominated in Renminbi.
5. **(Applicable if your card is a UnionPay Dual Currency credit card)** Except as specified in Clause 7, you may earn an extra 5 times Reward Point ("Extra Reward Point") for:
  - (i) Every MOP\$1 spent in Hong Kong with your eligible UnionPay Dual Currency Credit card MOP sub-account denominated in Macau Patacas;
  - (ii) Every RMB\$1 spent in Mainland China with your eligible UnionPay Dual Currency Credit card RMB sub-account denominated in Renminbi.
6. **(Applicable if your card is a UnionPay Dual Currency credit card)** The maximum amount of Extra Reward Point to which a Cardholder is entitled to from 15<sup>th</sup> January 2020 to 31<sup>st</sup> December 2020 is 500,000.
7. We have the right not to award or allow you to use Reward Points unless your eligible credit card and card account are valid and in good standing. We also have the right to specify and vary from time to time the Reward Points earning rate and the types of spending that do not earn Reward Points. At present, spending types that do not earn Reward Points include the following: (a) cash advance; and (b) fees and charges.
8. A card transaction does not earn Reward Points if: (a) it is unposted; or (b) it is posted but subsequently cancelled, reversed or refunded (including tax refund on purchases) in whole or in part.
9. We will credit Reward Points earned by you to your card account. For the purpose of calculating Reward Points entitlement, any figure reading less than 1 Reward Point will be forfeited.
10. For a purchase under an instalment plan, you earn Reward Points as and when an instalment amount is posted to your card account. Posting of such amount may be in a lump sum or in instalments depending on the types and features of instalment plan.

Expiration of Reward Points

11. Reward Points earned are usually valid for at least one year and for up to two years. The expiry date for Reward Points earned on a card will be the date of the card statement of the expiry month (regardless of the year) of the card. The expiry month will be shown in the card statement.

Pooling and redemption of Reward Points

12. Reward Points are not transferable but you may pool Reward Points earned with various credit cards issued to you under the same Macau Identity Card or Passport number, unless otherwise specified in these Terms and Conditions. If you are a primary cardholder, you may also pool Reward Points earned with additional cards.
13. We have the right to specify and vary the amount of Reward Points for redeeming various products and services from time to time. We have the right to accept or decline your request to redeem Reward Points. If you have not accumulated sufficient amount of Reward Points to redeem a product or service, any request to redeem or any purchase order will be cancelled automatically.
14. Once a redemption request or purchase order has been accepted by us or a participating merchant, you are not allowed to change, cancel or seek refund on it or exchange any redeemed item.
15. We have the right to forfeit or cancel any accumulated Reward Points and terminate your credit card if, in our reasonable opinion, there is fraud or abuse relating to the earning, pooling, redeeming or using (including transfer or conversion) of your Reward Points. Such fraud or abuse may include obtaining refund of the amount of a transaction by any means after earning Reward Points for that transaction.

Participating merchants

16. We have the right to specify and vary from time to time without notice (a) the merchants participating in the Reward Points Programme, or (b) any scheme or arrangement under the Reward Points Programme. We are not liable to you for

any change of merchants. You may visit our website for the latest list of participating merchants.

17. Redemption of goods, services, vouchers, certificates, coupons or other benefits at a participating merchant is subject to the merchant's policy and the terms and conditions specified by the merchant.

Miscellaneous

18. We are not the supplier of any products or services redeemable under the Reward Points Programme. We do not accept any liability relating to them. We are not responsible for lost, damaged or stolen products, vouchers, certificates or coupons redeemed or exchanged by you under the Reward Points Programme.
19. The general terms and conditions set out in Section A of these Terms and Conditions apply to all benefits, schemes or arrangements under the Reward Points Programme. If any such benefit, scheme or arrangement is also governed by further terms and conditions, the further terms and conditions prevail over the general terms and conditions to the extent of any inconsistency between them. Such further terms and conditions may be set out in these Terms and Conditions or separately. We have the right to vary these Terms and Conditions and any other terms and conditions relating to the Reward Points Programme from time to time by notice.
20. These Terms and Conditions are governed by and will be construed according to Macau laws. You submit to the non-exclusive jurisdiction of the Macau courts.
21. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

### B. Rewards Catalogue

22. We have the right to change or remove items available at Rewards Catalogue from time to time without notice. An item is available only while stocks last.
23. You can redeem items at Rewards Catalogue by returning a duly completed redemption form to us. We will mail a notification letter relating to the request to redeem Reward Points to the correspondence address within four to six weeks after we receive the request to redeem.

### C. Mileage Programme

24. You are eligible to participate in the Mileage Programme only if you are eligible to participate in the Rewards Programme.
25. We have the right to vary the airlines that participate in the Mileage Programme at any time by notice.
26. (a) You have to apply for participating in the Mileage Programme with respect to Asia Miles, even if you are already a member of the Asia Miles frequent flyer programme. You have to apply by filling in the Mileage Programme Enrolment Form prescribed by Asia Miles. Asia Miles may accept or decline your application at its discretion. (b) Your eligibility and participation in the Mileage Programme with respect to Asia Miles is subject to (i) the terms and conditions in the Mileage Programme Enrolment Form, (ii) the terms and conditions in Mileage Programme Reward Points Transfer Form, and (iii) any further terms and conditions which may be specified or varied by Asia Miles from time to time.
27. You can pool accumulated and unused Reward Points in your eligible credit card accounts (whether primary or additional credit card accounts).
28. (a) You may transfer Reward Points from your credit card account to Asia Miles account maintained in your personal capacity, as long as your credit card account is valid and in good standing, but where you pool Reward Points from both primary and additional cards, you may transfer the Reward Points only to the primary cardholder's Asia Miles account. You are not allowed to transfer Reward Points to Asia Miles account in the name of another person who participates in the Mileage Programme. (b) You must transfer the minimum required Reward Points stated on Mileage Programme Reward Points Transfer Form each time. (c) You are allowed to transfer Reward Points only prior to its expiry date. (d) After transferring Reward Points from your credit card account to Asia Miles account, you are not allowed to transfer it back to your credit card account.
29. The conversion rate of Reward Points to miles may be varied from time to time by notice. The latest conversion rate is available at our website.
30. You agree to pay us an annual fee for participating in the Mileage Programme prevailing at the time of payment and as varied and notified to you from time to time. You authorise us to debit the fee from any credit card account when it is due. The fee is non-refundable. The latest annual fee is available at our website.
31. You understand and agree that the (a) We can take no responsibility for (i) Reward Points transferred by you to Asia Miles account, nor (ii) the acts or omissions of Asia Miles and that (b) Asia Miles may vary its policies or terms and conditions relating to the Mileage Programme or its frequent flyer programme at any time without notice, even if a variation affects mileage calculation, your accumulated mileage or other benefit entitlements, or benefit redemption.

### Definitions

**Macau** means the Macau Special Administrative Region of the People's Republic of China.

**we, us, our** means The Hongkong and Shanghai Banking Corporation Limited, Macau Branch and its successors and assigns.

**you or your** means the person to whom we issue a credit card (whether a primary card or an additional card).

**NOTE:** In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.

## Terms and Conditions for using the Services of the 'Credit Cards Customer Service Hotline'

(December 2015)

1. In these Terms and Conditions, unless the context otherwise requires:
  - '**Cardholder**' (including Additional Cardholder) means the person issued with one or more credit cards by The Hongkong and Shanghai Banking Corporation Limited, Macau Branch ('**the Bank**') to which the Services are referred to in the related Cardholder Agreement as applicable.
  - '**Personal Identification Number**' or '**PIN**' means the code number for the time being established for the purpose of identifying the Cardholder in giving verbal instructions to the Bank by telephone.
  - '**Dedicated Transferor Account**' means the account maintained with the Bank for the time being designated by the Cardholder for the purpose of making withdrawal of funds in relation to the Services.
  - '**Services**' means the following services, which are provided by the 'Credit Card Customer Service Hotline' in accordance with the telephone instructions (as defined herein below):
    - (a) enquiry on the balance of the Credit Card Account of the Cardholder with which the Services are established;
    - (b) transfer of funds from the Dedicated Transferor Accounts to the Credit Card Account of the Cardholder with which the Services are established within the pre-defined dedicated transfer limits;
    - (c) such other types of account related or card services as the Bank may from time to time introduce.
2. The Bank is authorised to act on instructions given by the Cardholder by telephone ('telephone instructions') and the Cardholder agrees that:
  - (a) the Bank is authorised to act on any telephone instructions which the Bank in its sole discretion believes emanate from the Cardholder by use of the PIN assigned to the Cardholder by the Bank for that purpose and the Bank shall not be liable for acting in good faith from telephone instructions which emanate from unauthorised individuals and the Bank shall not be under any duty to verify the identity of the person giving telephone instructions purportedly in the name of the Cardholder.
  - (b) the Cardholder shall undertake to keep the PIN strictly confidential at all times and shall not change the PIN to an easily identified choice of numbers. The Cardholder shall report to the Bank immediately upon loss of the PIN or becoming aware that the PIN has fallen into the hands of any unauthorised party.
  - (c) the Cardholder shall ensure that there are sufficient funds or pre-arranged credit facilities in the Cardholder's account(s) for the purpose of telephone or other instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities provided always that if the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy of funds the Bank may do so without seeking prior approval from or notice to the Cardholder and the Cardholder shall be responsible for the resulting overdraft, advances or credit thereby created.
  - (d) the Bank shall not be liable to the Cardholder for any failure to carry out any telephone instructions which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and the Bank shall not, to the fullest extent permitted by applicable law, be responsible to the Cardholder for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the telephone instructions.
  - (e) the Cardholder shall keep the Bank indemnified at all times against and to save the Bank harm from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen, either directly or indirectly out of or in connection with the Bank accepting telephone instructions and acting or failing to act thereon unless due to the wilful default of the Bank such indemnity shall continue notwithstanding the termination of the Cardholder account.
  - (f) the Cardholder shall notify the Bank should a sole Transferor Account be converted to a joint account with joint signing authority according to its joint account mandate and the Bank reserves the right to terminate the Services as the Bank in its absolute discretion thinks fit.
  - (g) the Cardholder's right to give telephone instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of the Bank and that the Bank may at any time revoke such right without prior notice.
  - (h) the Bank reserves the right to impose service fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit.
  - (i) should the Bank issue an Additional Card at the joint request of the Cardholder and the Additional Cardholder, both the Cardholder and the Additional Cardholder will be jointly and severally liable for the use of their PINs whether their Card Accounts are combined or separated. Any Additional Cardholder will be bound by the Terms and Conditions herein.
  - (j) the Bank reserves the right to add, delete or vary the scope of Services and any of the Terms and Conditions herein from time to time as the Bank in its absolute discretion thinks fit and the Bank shall give notice of such amendments to the Cardholder. Any notice given by the Bank hereunder will be deemed to have been received by the Cardholder within five days of posting to the Cardholder's address last notified to the Bank. If the Cardholder continues to use the Services after such amendments are take effect the Cardholder shall be deemed to have agreed to such amendments. If the Customer expressly disagrees to the amendments made by the Bank, the Bank may immediately terminate any or all of the Services under these Terms and Conditions.
  - (k) the Cardholder shall continue to be bound by the terms contained in the applicable Credit Card Cardholder Agreement, the General Terms and Conditions and account mandate governing the types of accounts in connection with the Services and in case of conflict between any of foregoing and the Terms and Conditions herein, the latter shall prevail.
  - (l) these Terms and Conditions shall be governed by the construed in accordance with the laws of the Macau Special Administrative Region.