香港賽馬會
The Hong Kong Jockey Club

1-HASECONEW

BPMSEP

Notes to Applicant(s):

(1) Please "✔" where appropriate. Please fill in the form in English BLOCK letters. (2) All sections in light yellow must be completed and / or read carefully. (3) Unless otherwise specified, all sections in white are extra services / products for selection. (4) Please complete this form and return the original of the completed application form with required documents by mail or in-person to: Membership Services Department, The Hong Kong Jockey Club, One Sports Road, Happy Valley, Hong Kong. (5) The Children Supplementary Card will expire at the end of the birth month when the cardholder turns 21. (6) All names must be filled in as printed on the Identification Document.

APPLICATION FORM FOR SUPPLEMENTARY CARD

(Effective from 30 June 2026)

CONFIDENTIAL

A. Transfer of Data

I hereby authorise The Hong Kong Jockey Club ("HKJC") to transfer my data / information kept with HKJC, including a copy of the relevant identity document to Hang Seng Bank Limited ("Hang Seng") for the establishment and management of the account of my HKJC membership card.

To: Hang Seng Bank Limited ("Hang Seng")

B. Personal Information of Supplementary Card Applicant

English Name as printed on Identification Document

Surname _____

Given Name _____

HKID Card No. / Passport No+. (If you are a non-Hong Kong Permanent Identity Cardholder, please provide copies of your HKID Card and passport; or front and back sides of Exit-entry Permit for Travelling to and from Hong Kong and Macao and Home Country Identification Document copies)

Date of Birth Day Month Year

Nationality (Country/Region)+
(Please specify ALL nationality(ies))

Relationship with Principal Card Member
☐ Spouse ☐ Son ☐ Daughter

Mobile Tel. No.^+

e-mail Address^+
(Maximum 35 characters)

^ You must have a valid mobile phone number and e-mail address in order to (1) receive the One-time password (OTP) to complete online credit card transactions which requires identity authentication and (2) receive the notification of Card-not-present (CNP) transactions timely via SMS / email. (3) If applicant(s) is/are our existing customer(s), the mobile number and / or email address provided are for this application only and won't update our record. You can update these via Personal e-Banking if needed. If you provide a residential address that is different from our record, we'll reach out via phone / SMS per our current information for follow up.

Residential Address+
☐ Residential address is different from that of the Principal Card Member
(If so, please provide residential address proof of the Supplementary Card Applicant)

_____

_____

+ If you wish to update your personal information afterward, please visit any Hang Seng's branch or enquire alternative update method at 2998 8833.

Note:
- If you are Hang Seng Personal e-Banking customer, you can access your account under Personal e-Banking and this credit card application has been default to receive e-Statements / e-Advices.
- If you would like to receive paper statement, please logon Hang Seng Personal e-Banking and submit your instruction under "e-Statement / e-Advice Setting" page in "Setting" section on Mobile App or under "Account List and Maintain e-Statement / e-Advice" page in "Customer Services – Account Maintenance" section on desktop e-Banking. Please refer to the Credit Card Key Facts Statement for Paper Statement Service Annual Fee.
- The email address you provided in this credit card application will be used for receiving email reminder on the day of e-statement / e-Advice delivery.

Employment Information - Nature of Business
(e.g. Banking & Finance)
(If the Supplementary Card Applicant is a full-time student, Hang Seng may ask for copy of Student ID Copy and the expected year of graduation for verification)

Present Position
(e.g. Marketing Manager / Housewife / Student)

_____

PPL876-HKJC_Supp Card 06/26 (HH)

C. Card Type and Credit Limit

Spouse or unmarried children aged 18 - 21[#] may choose either a Supplementary Mastercard or a Supplementary Private Label Card. Supplementary Private Label Card allows cardholders to use HKJC facilities only and no other credit card privileges / benefits will be offered. Unmarried children aged 8 - 17 will be issued with Supplementary Private Label Cards and their spending will be included in the Principal Card Member's credit limit. Relevant correspondence and monthly statements of the Supplementary Card Applicant will be mailed to the correspondence address of the Principal Card Member.

For Spouse: ☐ Supplementary Mastercard – credit limit for Spouse: ☐ Share with Principal Card Member or ☐ Credit limit[1]: HK$ _____ (minimum HK$20,000)
☐ Supplementary Private Label Card[2]

OR

For Unmarried Children: ☐ **Aged 8-17:** Supplementary Private Label Card[2,5] (with signing rights in **HKJC Clubhouses only**) will be issued.
☐ **Aged 18-21[#]:** Please choose the card type for your Children Supplementary Card from the following table:

Signing Rights[5]	Card Type	
Please choose 1 of the followings: ☐ HKJC Clubhouses ☐ Racecourse & HKJC Clubhouse ☐ Extended Clubhouse ☐ Racecourse & Extended Clubhouse	☐ Supplementary Mastercard[3,4,5] Credit Limit: ☐ Share with Principal Card Applicant or ☐ HK$ _____ (minimum HK$20,000)[1] Note: If you need a separate credit limit, please fill in and submit The Hong Kong Jockey Club Membership Card Direct Debit Authorisation Form to Hang Seng Bank to process of autopay instruction.	**OR** ☐ Supplementary Private Label Card[2,5]

[#] The Children Supplementary Card will expire at the end of the birth month when the cardholder turns 21.

Note: The amount of credit limit is subject to final approval by Hang Seng.

Remarks:
1. The assigned credit limit will be deducted from the Principal Card Member's credit limit. Principal Card and Supplementary Card Members will be supplied with separate monthly statements. The Principal Card Member can also request Hang Seng to provide a copy of the Supplementary Card statement at any time. A handling fee will be levied for card statement issued over 3 months. For details and any applicable fees, please call our Customer Service Hotline at the back of the Card or visit hangseng.com (under "Service Charges" page in "Personal" section).
2. Spending of Supplementary Private Label Card(s) will be included in the Principal Card Member's credit limit.
3. Supplementary Mastercard is not applicable to Children Card Applicant(s) who is / are aged 20 years and 6 months or above.
4. Supplementary Mastercard is only applicable to children of Principal Cardholder with a Mastercard.
5. Both signing rights for different types of Children Supplementary Cards and Extended Clubhouse Signing Rights can be found access to HKJC website. https://member.hkjc.com/member/english/about-membership/membership-cards-and-signing-rights/signing-rights-for-immediate-family Meanwhile, Extended Clubhouse Signing Right is applicable for Full Members and Racing Members to opt in for their unmarried children aged between 18 and 21. For Children Supplementary Cardholders of Racing Members, access to Clubhouse facilities will depend on the privileges of the Principal Member.

D. ATM Facilities **(only applicable to Spouse applying for Mastercard)**

I (Principal Card Customer) wish to extend the ATM access to my HK Dollar account(s) with Hang Seng Bank below*

Additional Bank A/C (1)	Additional Bank A/C (2)
Account Number _____	Account Number _____
Account holder(s) (Applicant) Signature(s)[†] _____ (S.V.)	Account holder(s) (Applicant) Signature(s)[†] _____ (S.V.)

(please use signature(s) filed with Hang Seng)

* The designated account(s) must be single name account or joint name account of the applicant. If the designated account(s) is / are joint name account(s), such account(s) must be an account that can be operated by either one alone. If the above account holder(s) (Applicant)'s signature(s) do(es) not match with Hang Seng's record, the account holder(s) (Applicant) is / are required to submit the "Addition of Account(s) for Credit Card Application Form".

Choice of Language on ATM Screen: ☐ Chinese[C] ☐ English[E]

E. HSBC Group Employee / Government Servant

I undertake to advise Hang Seng if I am currently (or was during the last twelve months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries [(note)]; or he or she is a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause.

[(note)]: "subsidiary" has the same meaning as in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as amended and supplemented from time to time.

I confirm that, as of the date of application, I or the government department of HKSAR in which I am working have no official dealings with Hang Seng and I undertake to inform Hang Seng promptly in writing if I or the government department in which I am working will later become involved in any official dealings with Hang Seng.

F. Declaration

Are you a relative* of any of the directors / employees* / controllers* / minority shareholder controllers* of Hang Seng Bank Limited, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. The Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng Bank Limited is able to exert control?

☐ No, and I / we agree to notify Hang Seng Bank Limited promptly in writing if this information is no longer true and correct.

☐ Yes *(please state his / her full name)*:

English Name as printed on Identification Document _____ Relationship _____

Are you a director / employee* / controller* / minority shareholder controller* of Hang Seng Bank Limited, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. The Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng Bank Limited is able to exert control?

☐ No, and I / we agree to notify Hang Seng Bank Limited promptly in writing if this information is no longer true and correct.

☐ Yes *(please state your staff number)* Staff number: _____

I / We confirm that I / we have obtained consent from the individuals listed above for the provision of their information to Hang Seng Bank Limited, its branches, subsidiaries and affiliates for the purpose of enabling Hang Seng Bank Limited and its affiliates to comply with the Banking (Exposure Limits) Rules.

I / We hereby authorise (and authorise on behalf of the above persons) Hang Seng Bank Limited to exchange with Hang Seng Bank Limited's branches, subsidiaries and affiliates information relating to me / us / the above persons and the facilities granted to me / us / the above persons for the purpose of enabling Hang Seng Bank Limited and its affiliates to comply with the Banking (Exposure Limits) Rules.

***Remark:** You may request from Hang Seng Bank Limited the definitions of these terms and a list of the above mentioned entities.

G. Acknowledgement and Signature(s)

I agree to enter into The Hong Kong Jockey Club Membership Card Programme (the "Programme") and to be issued by Hang Seng with the HKJC Membership Card(s). I confirm that all of the information provided in the application form is true, correct and complete in all aspects and I authorise the other party to submit my information / documents on my behalf to Hang Seng and agree that Hang Seng may use such information for such purposes as set out in the statements, circulars, notices or terms and conditions relating to the use and disclosure of personal data made available by Hang Seng to customers from time to time. I authorise Hang Seng to communicate and to exchange such information with whatever sources Hang Seng may consider appropriate for the purpose of verifying the same. I further undertake to notify Hang Seng promptly in writing whenever there are any changes to any of such information. If I am existing customer of Hang Seng and unable to provide the information as requested on application form, Hang Seng will process the application according to my record at Hang Seng. If I would like to update my personal particulars, I will bring along the relevant documentary proof and visit any Hang Seng Bank branches. I authorise Hang Seng from time to time to exchange any such information with HKJC to verify the same and to disclose to and / or exchange with HKJC any details of and information relating to me and any transactions or dealings between me and Hang Seng in Hang Seng's possession to enable Hang Seng to process the issuance of the HKJC Membership Cards and the operation and maintenance of the Programme. I confirm that this card application was not referred by a third party. **Finance charge for retail purchase and interest rate on cash advance are calculated at the rate of 2.17% per month (annualised percentage rate: 27.82%) and 2.17% per month (annualised percentage rate: 28.04%) respectively. The above annualised percentage rates (APR) are calculated according to the standard method set out in the Code of Banking Practice. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate. For details of other service charges, please ask any Hang Seng Bank branch staff.** I have read The Hong Kong Jockey Club Membership Card Terms and Conditions enclosed and I agree to be bound by all provisions therein applicable to me as they may be in force from time to time. I agree that if there is any change of membership or eligibility status applicable to me with HKJC, Hang Seng shall be entitled to replace the card currently issued to me with a card of an appropriate type to reflect the change. I acknowledge and agree that irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information in respect to me which are provided by me and / or HKJC at the request of Hang Seng or collected in the course of dealings between me or HKJC and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers and other individuals from time to time. I also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any credit reference agency or similar service provider for the purpose of verifying such Data or enabling them to provide such Data to other institutions in order that they may carry out credit and other status checks. I further acknowledge and agree that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to me, and provide banker's or credit reference in respect of me.

Note: We will perform credit checks on you which may involve us providing your credit data to our selected credit reference agencies ("CRA") under the Multiple Credit Reference Agencies Model (the "Model"). We have engaged TransUnion and PingAn OneConnect Credit Reference Services Agency (HK) Limited as our selected CRAs and may engage other CRA(s) for the provision of consumer credit reference service, to facilitate our assessment of the credit facility applications and credit decision-making. You may request for a copy of the credit report from our selected CRAs free of charge if we have rejected your credit application within the past 30 business days. You may also request for a credit report from each selected CRA without charge in any 12-month period. Contact details may be found on public websites of our selected CRAs or through our customer service hotline.

I also confirm that (i) I did not own any credit card that was cancelled due to default payment; (ii) I currently do not have any overdue payment in respect of any of my indebtedness; and (iii) there is no bankruptcy order made against me and I am not in the process of petitioning for bankruptcy nor have any intention to do so.

In the case where a guarantee / third party security, whether limited or unlimited in amount has been or is presently issued in Hang Seng's favour in respect of any or all of our liabilities owed to Hang Seng, I agree that Hang Seng may from time to time provide the guarantor / provider of third party security with any data, details or information (including any of my Data) relating to any loan / banking / credit facilities extended by Hang Seng to me for the purpose of notifying the guarantor / provider of third party security of the liabilities under the guarantee/third party security.

Note: The Highlights of The Hong Kong Jockey Club Membership Card Terms and Conditions are enclosed herewith for the attention of the Applicant.

G. Acknowledgement and Signature(s) (continued)

Overlimit Facility

(Only applicable to Supplementary Card Applicant who opts for a separate credit limit)

You will be defaulted as opt-out of Overlimit, you may change your preference by checking the tick box "I want to Opt-in of Overlimit" below, please ensure you have read, understand and agree to accept the relevant consequences as mentioned below before confirming your choice.

☐ I want to Opt-in of Overlimit(N)

I herein opt-in of overlimit and I understand that an overlimit fee will be levied (please refer to the "Credit Card Key Facts Statement") when my outstanding balance exceeds my credit limit. I will be responsible for all card transactions under overlimit facility arrangement.

I understand that to Opt-out of Overlimit:

- My credit card transactions including but not limited to recurring transactions such as insurance premium, autopay transactions etc. may be declined due to insufficientavailable credit limit.
- I agree and understand that the Bank will not be liable for any loss or inconvenience that I or any third party may suffer due to this arrangement.

Important Note:

Some credit card transactions may not be stopped even though you have requested to opt-out of overlimit; including but not limited to transactions for which authorization is not required such as Octopus Automatic Add Value Service reloading amount, or late posting of authorised transactions etc. However, the overlimit fee will not be levied if the above arrangement has been chosen.

Consent to Use and Disclose Personal Data

By signing this application form, we agree that Hang Seng may use and disclose all personal data about us that Hang Seng currently or subsequently hold for the purposes as set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which accompanies this application form ("Notice"). *

*** Note:**

For customers who have a relationship with Hang Seng before 16 June 2014:

The Notice includes new purposes relating to Hang Seng's provision of services to you and enables Hang Seng to use your personal data in order that Hang Seng complies with the following current or future obligations, commitments or arrangements of Hang Seng or the HSBC Group: (i) obligations according to laws, regulations, judgments or court orders (both within and outside Hong Kong) including those that relate to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud or sanctions (collectively referred to herein as "Unlawful Activities"); (ii) obligations according to guidelines, guidance or codes issued by local or foreign bodies or authorities (whether governmental, tax, law enforcement, regulatory, judicial, industry or others), or international guidance or internal policies and procedures, including those that relate to Unlawful Activities; (iii) requests from local or foreign bodies or authorities; (iv) commitments undertaken by Hang Seng or the HSBC Group with local or foreign bodies or authorities; (v) obligations according to agreement or treaty between local or foreign bodies or authorities; and (vi) obligations according to the HSBC Group's internal policies and procedures for use and sharing of data and information. The above may result in transfer of your personal data outside of Hong Kong. Please read the Notice which shows in full the purposes for which your personal data may be used and the classes of persons to whom your personal data may be transferred.

In case of queries, please contact our customer service hotline at 2998 9878.

Marketing Preferences (Mandatory Field)

We would like to occasionally update you about our latest offers, promotions and services, e.g. preferential rate, spending discounts or new digital services. Please let us know how you wish to receive our marketing materials. Please check ("✔") the relevant box(es) below to indicate your preferences.*

	Agree(B)	Not Agree(N)
Post	☐	☐
SMS	☐	☐
Email	☐	☐
Telephone call	☐	☐

* If existing customer has no selection given for the choice(s) above, we will not change your existing marketing preferences (if any). For New-to-bank customer with no selection given for the choice(s) above, we shall treat as "Not agree" instruction.

Please note that your above choice applies to the promotion of the classes of products, services, and/or subjects as set out in the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance ("Notice"). Please also refer to the Notice on the kinds of personal data which may be used and the classes of persons to which your personal data may be provided for them to use in promotion. Paragraph 7 (Use of Data in Direct Marketing) in the Notice has been appended to this form for your reference.

Your choice above shall become effective after the Bank approves this application, unless this application is withdrawn or rejected for whatever reason. Your choice above represents new instruction of marketing preferences, which shall replace all your previous choices given to the Bank. However, the lead time required for the update varies in marketing channels. The Bank will proceed to update your records as soon as possible. Please logon to Hang Seng Personal e-Banking or contact us at 2822 0228 if you want to know your choice prior to this application or if you wish to update the use of personal data for promotion through specific communication channels.

Your choice above is for personal accounts only (excluding Private Banking). If you wish to indicate or change your current instructions on whether or not to receive direct marketing contact or information in connection with Private Banking, Commercial Banking or other business lines, please contact your Relationship Manager for separate arrangement.

Notification of Banking Documents

Please note that banking documents, including but not limited to terms and conditions, notifications of changes, fees and charges and application documents will be provided in non-paper based format. You may download the terms & conditions for future reference, or if you prefer to download the same version of terms & conditions later, you may visit Hang Seng Bank Website > "Important Documents" > "Cards" > "The Hong Kong Jockey Club Membership Card" within 30 days. You may not be able to access or download such version after 30 days.

If you have declared your preferred way to receive banking documents (if any), your preference will remain effective in future communication. If you wish to change the preferred way to receive banking documents, you could send the instructions to us through mobile banking app, branch and hotline. Banking documents of applications of products and services through digital channels are provided in non-paper based format only.

Signature of Supplementary Card Applicant (Mandatory Field) (Please use the signature kept with HKJC)	**Date**	**For HKJC Use Only**	
		CDC	EXP

The Principal Card Member also confirms the family relationship with the spouse or children stated above, and further confirms that all of the information related to the family member stated above is true and correct.

Signature of Principal Card Member:

English Name of Principal Card Member as printed on Identification Document: _____

HKJC Membership No.: _____

HKID Card No. / Passport No.: _____

Contact Tel. No.: _____

Date

香港賽馬會
The Hong Kong Jockey Club

To: The Hong Kong Jockey Club

Part I – Declarations

1. I / We understand and agree that the use of HKJC facilities and the supplementary card(s) will be governed by the Memorandum and Articles of Association, Bye-laws and other rules and regulations of HKJC as issued or amended by the Stewards from time to time.
2. I, the Principal Member, accept full responsibility of all charges incurred by myself and all supplementary card holders.
3. I / We undertake to inform HKJC immediately if there is any change to my marital status and understand that the Supplementary Card issued may be cancelled as a result.
4. I/ We confirm that the Child Supplementary Card applicant is unmarried;
5. I / We confirm that the Supplementary Card applicant has never been bankrupt or convicted of any criminal offence in Hong Kong or overseas;
6. I / We confirm that the Supplementary Card applicant is not an existing Absent Member of HKJC;
7. I / We understand and agree that HKJC may approach banks and other authorities, including police or other law enforcement agencies to conduct necessary background check on the Supplementary Card applicant;
8. I / We understand the issuance of a Supplementary Card is at the absolute discretion of the Stewards and they may reject the application without giving an explanation;
9. I / We declare that all information provided in this form is true and correct.
10. I / We have read, understand and agree with Privacy Policy Statement of the Club (as defined in Part II hereunder) attached to this form, and consent to the Club's use of the personal data provided in this form for the purposes as set out in the said statement, which may be amended from time to time.

Part II – Opt-out from use of personal data in direct marketing by Supplementary Card Applicant

HKJC and its subsidiaries (together referred to as the "Club", each a "Club Entity" in the Club's Privacy Policy Statement, may use your name, contact information and demographic information to send you direct marketing communications regarding facilities, services, support, events and activities arranged by the Club or a Club Entity or the Club's business partners, in areas specified in the Directing Marketing Section of the Club's Privacy Policy Statement. The Club may not use your personal data unless exempted by the Personal Data (Privacy) Ordinance or we have received your consent.

To indicate your agreement to such use, please sign at the end of this form. To indicate your objection to such use, please check " ✔ " the box below and the Club will, without charge, cease to use your personal data for direct marketing purposes, including ceasing to send you with information about promotions or special offers provided by the Club or the Club's business partners to Supplementary Card holders.

☐ I object to my personal data to be used by the Club in direct marketing.

Signature of Supplementary Card Applicant:	**Signature of Principal Member:**
_____	_____
English Name as printed on Identification Document: _____	**English Name as printed on Identification Document:** _____
Date: _____	**HKJC Membership No.:** _____ **Date:** _____

香港賽馬會
The Hong Kong Jockey Club

To: The Hong Kong Jockey Club

Part III – Notes for Application

1. **Each supplementary card applicant (i.e. the Spouse or the Child)** is also required to complete and submit a **separate "Card Data Sheet".**
2. **A copy of the following documents** must be enclosed for verification purpose.
   - Spouse (i) **Hong Kong Identity Card / Passport;** and (ii) **Marriage Certificate issued by the competent authority where the marriage is legally performed**
   - Each Child (i) **Hong Kong Identity Card / Passport;** and (ii) **Birth Certificate / Adoption Certificate / Legal Guardianship Paper** showing names of parents / legal guardians

   Failure to submit the documents will lead to rejection of the application or delay in issuing the card.
3. A "child user annual charge" per child user will be debited to the Member's/ Subscriber's account in June. The charge covers the period from July to the following June, and is not refundable under any circumstances.
   - Full Member / Clubhouse Member / Country Member / Corporate Member : HK$120 a year per child user
   - Racing Member / Country Subscriber / Mid-week Subscriber : HK$60 a year per child user

Part IV – Card Data Sheet

- The two photos should be identical
- The signature specimen should not exceed the box
- By signing in the box below, I declare that the attached photo was taken on _____ (please fill in the date).

For HKJC

Membership / Subscribership No: _____

AFFIX PHOTO HERE

SUGGESTED SIZE

38mm (W)
X
50mm (H)

Please show my name on the card as below (maximum 19 characters including spaces)

Specimen Signature

For Office use Only | | / | | | | | – | | |

For Hang Seng Bank

Membership / Subscribership No: _____

AFFIX PHOTO HERE

SUGGESTED SIZE

38mm (W)
X
50mm (H)

Please show my name on the card as below (maximum 19 characters including spaces)

For Office use Only | | / | | | | | – | | |

香港賽馬會會員卡直接付款授權書
The Hong Kong Jockey Club Membership Card Direct Debit Authorisation Form

致：恒生銀行有限公司（「恒生」）
To : Hang Seng Bank Limited ("Hang Seng")

重　要　事　項： 辦理是項自動轉賬付款指示之手續需時4 - 6星期，手續辦妥後，「BY AUTOPAY」字樣將會顯示於閣下之月結單上，以確認有關之自動轉賬付款安排已經生效。於自動轉賬付款安排生效前，閣下請暫時以月結單背頁上説明之其他付款方式，繳付香港賽馬會會員卡（「馬會卡」）賬項。

IMPORTANT NOTE : The processing of the autopay instruction takes approximately 4 - 6 weeks. The words "BY AUTOPAY" will be shown in your monthly statement to confirm that the autopay arrangement has become effective upon completion of instruction. Until the autopay arrangement becomes effective, please settle your Hong Kong Jockey Club Membership Card ("HKJC Membership Card") payment by other payment methods as suggested in the back of the monthly statement.

收款之一方（受益人） Name of Party to be Credited (The Beneficiary)	銀行編號 Bank No.	分行編號 Branch No.	收款戶口之號碼 Account No. to be Credited
HANG SENG BANK LIMITED	0 2 4	2 5 2	9 6 8 9 6 1 0 0 1

本人(等)/本公司現授權本人(等)/本公司之下述銀行，(根據受益人不時給予本人(等)/本公司之銀行之指示)，自本人(等)/本公司之戶口內轉賬予上述受益人。本人(等)/本公司同意本人(等)/ 本公司之銀行毋須證實該等轉賬通知是否已交予本人(等)/本公司。如因該等轉賬而令本人(等)/本公司之戶口出現透支（或令當時之透支增加），本人(等)/本公司願共同及個別承擔全部責任。本人(等)/本公司同意如本人(等)/本公司之戶口並無足夠款項支付該等授權轉賬，本人(等)/本公司之銀行有權不予轉賬，且銀行可收取慣常之收費，並可隨時以1星期書面通知取消本授權書。本人(等)/本公司同意受益人可不時通知本人(等)/本公司之銀行更改以下馬會卡戶口號碼而毋須諮詢本人(等)/本公司。本授權書將繼續生效直至另行通知為止。本人(等)/本公司同意本人(等)/本公司取消或更改本授權書之任何通知，須於取消/更改生效日最少7個工作天之前交予本人(等)/ 本公司之銀行。

I/We hereby authorise my/our below named Bank to effect transfers from my/our account to that of the above named Beneficiary in accordance with such instructions as my/our Bank may receive from the Beneficiary from time to time. I/We agree that my/our Bank shall not be obliged to ascertain whether or not notice of any such transfer has been given to me/us. I/We jointly and severally accept full responsibility for any overdraft (or increase in existing overdraft) on my/our account which may arise as a result of any such transfer(s). I/We agree that should there be insufficient funds in my/our account to meet any transfer hereby authorised, my/our Bank shall be entitled, in its discretion, not to effect such transfer in which event my/our Bank may make the usual charge and that it may cancel this authorisation by 1-week written notice at any time. I/We agree that the Beneficiary may from time to time change the HKJC Membership Card Account Number(s) below referred to by notice to my/our Bank without further reference from me/us. This authorisation shall have effect until further notice. I/We agree that any notice of cancellation or variation of this authorisation which I/we may give to my/our Bank shall be given at least 7 working days prior to the date on which such cancellation/variation is to take effect.

付款銀行戶口 To Debit From

本人（等）/本公司之銀行名稱
My/Our Bank Name

本人（等）/本公司在結單/存摺上所記錄之英文戶名 My/Our Account Name(s) as Recorded on Statement/Passbook in English	銀行編號 Bank No.	分行編號 Branch No.	本人（等）/ 本公司之戶口號碼 My/Our Account No.

註：如閣下選擇以其他銀行戶口作為付款銀行戶口，請於填妥本授權書後交回恒生，恒生會代為處理。
Remark: If you select to debit from other bank account, please return the completed Authorisation Form to Hang Seng and Hang Seng will process on your behalf.

會員資料 Information of Member / 繳付戶口 To Pay For

註：如主卡及附屬卡共用信用限額，請只須填寫馬會卡主卡戶口之號碼
Remark: If Principal Card and Supplementary Card have shared the credit limit, please fill in the HKJC Membership Card Principal Card Account Number

債務人之姓名（馬會卡申請人英文姓名） Name of Debtor (English Name of HKJC Membership Card Applicant)	日間聯絡電話 Daytime Contact Tel. No.	馬會會員號碼 HKJC Membership No.

債務之參考（馬會卡戶口號碼1）Debtor's Reference (HKJC Membership Card Account Number 1)

債務之參考（馬會卡戶口號碼2）Debtor's Reference (HKJC Membership Card Account Number 2)

付款指示 Payment Instruction

請在適當方格內加上「✓」（請確保戶口有足夠結存作自動轉賬付款之用）。 Please "✓" if appropriate (Please allow sufficient fund in the account for repayment by autopay).

☐ 自動轉賬支付馬會卡月結單上「總結欠」金額
Autopay "NEW BALANCE" amount shown in HKJC Membership Card Monthly Statement

☐ 自動轉賬支付馬會卡月結單上「總結欠」金額的_____%或其「最低還款額」（以較高者為準）*+
Autopay _____% of "NEW BALANCE" amount or the "MINIMUM PAYMENT AMOUNT" shown in HKJC Membership Card Monthly Statement (whichever is higher)*+

☐ 自動轉賬支付馬會卡月結單上「最低還款額」*
Autopay "MINIMUM PAYMENT AMOUNT" shown in HKJC Membership Card Monthly Statement*

註 Remark: *不適用於專用卡會員 Not applicable to Private Label Card Member
+付款百分比必須為整數，並建議設定付款百分比為5之倍數。 The payment percentage is required to be an integer and it is suggested to set a payment percentage in a multiplier of 5.

本人(等)/本公司之簽名及公司印章（如適用） My/Our Signature(s) with Company Chop (if applicable)	日期 Date
X _____ S.V. (請使用閣下/貴公司付款銀行戶口之印鑑簽署及蓋章(如適用) Please use the signature(s) with chop (if applicable) which you would sign for the account to be debited)	

恒生銀行
HANG SENG BANK

PRIVACY NOTICE

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

Your privacy, our priority.

1

COLLECTION AND STORAGE

We collect your data

- through your interaction with us and our products and services
- through the use of cookies and similar technology when you access our websites or apps (see our "Cookies Policy" for details)
- from other people and companies, including other HSBC group companies

We may also generate data about you by combining and analysing data. If you don't give us data, we may not be able to provide products or services to you.

We may store your data locally or outside Hong Kong, including in the cloud. We apply our global data protection standards and policies wherever your data is stored. We're responsible for keeping your data safe in compliance with Hong Kong law.

2

PURPOSE

We use your data

- to provide products and services (e.g. banking, financial and/or insurance) to you, conducting credit checks and other daily operations
- to manage our business and enforce obligations, including exercising our legal rights to collect debt
- to detect, investigate and prevent financial crimes
- to verify your identity
- to send you marketing information if you've consented to it (see section 7 below for details)
- to design our products and analyse how people use our services
- to improve our products, services and marketing
- to determine the amount of debt owed to or by people
- for other purposes set out in section 6 below

3

SHARING

We share your data with

- other HSBC group companies
- third parties who help us provide services to you or act for us
- credit reference agencies (including the operator of any centralised database they use), and, in case of default, debt collection agencies
- third parties whom you've consented to share data with (including using application programming interfaces)
- other third parties as set out in section 8 below

We may share your data locally or outside Hong Kong.

4

YOUR RIGHTS

Access and correction

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices

Your control on marketing preferences

You control what marketing information you receive from us and how you receive it.

You can change your marketing preferences any time by contacting our Customer Service Hotline (852) 2822 0228 or updating your preferences on Personal e-Banking.

You can contact us

Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central, Hong Kong
Fax: (852) 2868 4042

**Cookies Policy: https://www.hangseng.com/en-hk/resources/important-message/#cookies*

BR92ii-04/2025

5

DATA

We may collect

- personal information you provide to us in connection with our products or services
- biometric data such as your fingerprint and facial recognition data
- your geographic and location data based on your mobile or other electronic devices
- data from people who act for you or who you deal with through our services
- data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators
- other data generated when you use our products or services

6

OTHER PURPOSES

We further use your data

- to create and maintain our credit scoring models and ensure your credit worthiness
- to comply with laws, regulations, contractual arrangements, requirements (including our internal policies), or requests in or outside Hong Kong that we or the HSBC Group are under (our compliance could be mandatory or voluntary)
- to provide you with personalised advertisements on third party websites (this may involve the combination of your data with others)
- to enable our assignee to evaluate a transaction intended to be assigned
- for other purposes relating to the above (in section 2 and section 6) or to which you have consented

If you provide data about others

If you provide data to us about another person, you should tell that person how we'll collect, use and share their data as explained in this notice and it's best to seek their consent.

7

DIRECT MARKETING

Means using your data to send you details about financial, insurance, rewards or loyalty programmes, or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your name, contact details, products and services portfolio information, transaction patterns and behaviour, location data, financial background, demographics, mobile device ID and data relating to your usage of our websites and apps when we market to you.

8

FURTHER SHARING

We further share your data with

- local or overseas legal, regulatory, law enforcement, government, tax and other bodies or authorities, and any partnerships between law enforcement and the financial sector
- any person who you hold a joint-named account with, people who can provide instructions for you and anyone who is providing (or may provide) security for your loans
- counterparties to banking, securities and other financial transactions
- any third party financial institutions, insurers, credit card companies, securities and investment services providers and any other third parties who we may transfer our business or assets to so they can evaluate our business
- partners and providers of reward, co-branding or loyalty programmes, charities or non-profit organisations
- drawee banks of cheques
- merchants and card acquirers of merchants
- our actual or proposed assignees

9

CREDIT INFORMATION

If you apply for, have, or have had, a loan including a mortgage

We'll perform credit checks on you which may involve us providing your loan data to credit reference agencies (CRAs) (including the operator of any centralised database used by CRAs), and in the event of default, to debt collection agencies. The CRAs will add this data to their database and any centralised database used by them, which is available to other credit providers to help them assess whether to provide you with credit. You can ask us what data is routinely disclosed to CRAs, and make further data access and correction requests to them if needed.

The CRAs will keep your data. You can request us to ask the CRAs to delete it once you've fully repaid your loan. They'll only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRAs will keep your data for 5 years from the date you fully paid that missed payment;
- you aren't declared bankrupt with an amount under your loan being written off. If you are, the CRAs will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount

This notice will apply for as long as we store your data. We'll normally send you the latest version once a year. In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.

Key Facts Statement (KFS) for Credit Card

Hang Seng Bank Limited *The Hong Kong Jockey Club Membership Card / The Racing Club Membership Card*

June 2026

This product is a credit card.

This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our Cardholder Agreement and Bank Tariff Guide for Hang Seng Bank Customers for details.

Please read and understand the information in this KFS before you apply for this product. You will be requested to confirm that you have read and understood the information in this KFS when submitting the application.

Interest Rates and Interest Charges	
Interest Rate for Retail Purchase	**2.17%** per month when you open your account and it will be reviewed from time to time.
Interest Rate for Cash Advance	**2.17%** per month when you open your account and it will be reviewed from time to time. For details, please refer to "APR for Cash Advance".
Annualised Percentage Rate ("APR") [1] for Retail Purchase	**27.82%** when you open your account and it will be reviewed from time to time. No finance charge will be levied if full payment of outstanding balance is made on or before the Payment Due Date. If only partial payment is made, a finance charge at the rate(s) applicable to the Customer's account will be applied to the outstanding amount of the existing balance and to all new credit card transactions (including but not limited to retail purchase, instalment of all kinds of instalment plans, any fees and charges, cash advance etc) made prior to the next statement date. Finance charges will be calculated from the date of transaction to the date of full payment.
APR [1] for Cash Advance (**Not applicable** to The Hong Kong Jockey Club Membership Card (Private Label Card))	**28.04%** when you open your account and it will be reviewed from time to time. Credit Card Cash Advance Service involves handling fee and finance charge. No finance charge will be levied if full payment of outstanding balance is made on or before the Payment Due Date. If only partial payment is made, a finance charge at the rate(s) applicable to the Customer's account will be applied to the outstanding amount of the existing balance and to all new credit card transactions (including but not limited to retail purchase, instalment of all kinds of instalment plans, any fees and charges, cash advance etc,) made prior to the next statement date. Finance charges will be calculated from the date of transaction on a daily basis until the date of full payment and may be accrued after the statement date. If you wish to fully settle the finance charge, you may call our Customer Service Hotline to ascertain the amount of accrued finance charge payable following the current statement date.
Interest Free Period	Up to 56 days
Minimum Payment Amount (**Not applicable** to The Hong Kong Jockey Club Membership Card (Private Label Card))	The Minimum Payment Amount is HK$270 or the sum of items (i) to (iv) below (whichever is higher): (i) all fees and charges (including finance charges and annual fees); (ii) any overdue Minimum Payment Amount; (iii) amount exceeding the prescribed credit limit after deducting the amount of items (i) and (ii) from the New Balance; and (iv) 1% of the New Balance after deducting the amount of items (i) to (iii).
Fees & Charges	
Cash Advance Handling Fee (**Not applicable** to The Hong Kong Jockey Club Membership Card (Private Label Card))	**0.5%** of the cash advance amount **(minimum HK$70)** per cash advance transaction Cash advance transaction can be made at Hang Seng Bank/HSBC Group ATMs, other ATMs with Mastercard/ Cirrus signage and financial institutions with Mastercard signage.
Foreign Currency Conversion Fee (**Not applicable** to The Hong Kong Jockey Club Membership Card (Private Label Card))	**1.75%** of every transaction effected in currencies other than Hong Kong Dollars
Other Fees – Transactions in HKD incurred outside of Hong Kong (**Not applicable** to The Hong Kong Jockey Club Membership Card (Private Label Card))	A reimbursement charge of 1% for transactions in HKD incurred outside of Hong Kong or with any merchants not having business registration in Hong Kong, including but not limited to online merchants transactions. The same will be charged by the Bank on such transactions on behalf of Visa/Mastercard International. In some situation, customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to find out from the merchants about the foreign currency exchange rates and the percentage of handling fees to be applied before entering into the transactions since settling foreign currency transactions in Hong Kong Dollar may involve a cost higher than settling in foreign currency.

<table>
<tr><td>Late Charge</td><td>
<table>
<tr><td>The Hong Kong Jockey Club Membership Card (Mastercard) / The Racing Club Membership Card</td><td>If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of HK$270 or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.</td></tr>
<tr><td>The Hong Kong Jockey Club Membership Card (Private Label Card)</td><td>If the Customer fails to make full payment of the New Balance on or before the Payment Due Date, a late charge of HK$270 or an amount equal to the New Balance (whichever is lower) will be levied each time.</td></tr>
</table>
</td></tr>
<tr><td>Overlimit Fee
(<u>Not applicable</u> to The Hong Kong Jockey Club Membership Card (Private Label Card))</td><td>An overlimit fee of HK$150 per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by more than 10%.</td></tr>
<tr><td>Returned Cheque / Autopay Reject Handling Fee</td><td>• A returned cheque / autopay reject handling fee of HK$120 will be charged once on the same statement if there is any returned cheque / autopay reject amount more than HK$120.
• Returned cheque / autopay reject handling fee will be waived if late charge is levied on the same statement.</td></tr>
</table>

Note:

(1) The Annualised Percentage Rates ("APR") are reference rates calculated according to the standard method set out in the Code of Banking Practice. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate.

<u>Illustrative example</u>

Assumptions -

- Outstanding Balance = HK$20,000
- Interest Rate = 32% p.a. (Monthly interest rate = 2.67%, rounded up to 2 decimals)
- No new transaction
- No annual fee and other fees
- Repayments are due on the 26th day after the statement date, and it is assumed that repayments are made on or before the due date.

If you make no additional charges using this card and each month you pay...	You will pay off the outstanding balance of HK$20,000 in about...	and you will end up paying an estimated total of...
Only the minimum payment	11.8 years	HK$59,393.88
HK$871.54	3 years	HK$31,375.44 (Savings = HK$28,018.44)

The above repayment period (rounded up to 1 decimal), amounts (rounded up to 2 decimals) and examples are for illustration only. They do not reflect the real situation of your credit card account. To calculate the information applicable to your specific case, please use our online Credit Card Balance Repayment Calculator accessible from our website https://www.hangseng.com/en-hk/personal/cards/payoff-calculator

恒生銀行
HANG SENG BANK

The Hong Kong Jockey Club Membership Card

Terms and Conditions

Hang Seng Bank Limited

The Hong Kong Jockey Club Membership Card Terms and Conditions - For Mastercard® Cards

The Platinum Mastercard Cards and Gold Mastercard Cards are issued by Hang Seng for the Club to certain categories of members (designated by the Club) and the respective spouses and any unmarried child of such members as membership cards pursuant to the Programme subject to the following terms and conditions. Upon activating or using any of the Card or Services, each Cardmember will be deemed to have accepted all the terms and conditions contained in these Terms and will be bound by them.

1. (a) In these Terms, unless the context otherwise requires: -

"Absent Member" means any person as Hang Seng may have been notified by the Club to be registered as such by the Club in accordance with the Articles of Association of the Club;

"ATM" means any automated teller machine or automated cash dispenser installed and operated by Hang Seng or any other person in or outside the Hong Kong Special Administrative Region, any electronic data transmission terminal, any point of sale terminal or any other terminal from time to time announced by Hang Seng;

"ATM PIN" means the personal identification number for the time being assigned by Hang Seng to a Cardmember pursuant to Clause 9(a) and where the context requires, include any such number as may be changed by the Cardmember in accordance with these Terms;

"Authentication Factors" means any number, code, markor credential (including but not limited to any personal identification number ("PIN") such as an ATM PIN, a Credit Card Phone Service PIN, a Credit Card Phone Service PIN for e-shopping Card Account, password, soft tokens, device binding, in-app/ SMS confirmations or biometric credential) that is used by Hang Seng for verifying the identity of a Cardmember for the purpose of providing the Services and handling related matters;

"Banking Transaction" means any withdrawal, transfer and/or any other banking transaction (other than cash advance) involving any of the designated accounts of the Cardmember effected with the use of Authentication Factors with the Card (if applicable), at ATMs, CSH or otherwise;

"Card" means each Platinum Mastercard Card and Gold Mastercard Card issued by Hang Seng pursuant to the Programme either as a principal card or as a supplementary card;

"Card Account Statement" means the monthly statement to be supplied by Hang Seng to a Cardmember in accordance with Clause 15 and which shall be sent by Hang Seng to the Cardmember by whichever means Hang Seng may elect, including without limitation, electronic means and, where the context permits or requires, includes a statement relating to a Credit Card Account and a statement relating to a Syndicate Account or a Partnership Account;

"Card Association" means Mastercard International Incorporated and its successors and assigns;

"Card Information" means any information of a Card including the Cardmember's name, Card number, e-shopping Card Account Number, a Card Validation Code (CVC)/a Verification Value (CVV), Card expiry date, signature on the back of the Card and/or information stored in the Card's magnetic stripe, chip or equivalent technology;

"Card Transaction" means any purchase of goods and/or services or any cash advance effected by the use of the Card or any transaction effected pursuant to the provision of the Services whether the same is authorised by the Cardmember or not (unless Clause 19(b) applies) and, where the context permits, includes e-shopping Card Transaction and Contactless Transactions;

"Cardmember" means any person to whom a Card is issued by Hang Seng and includes any person to whom an e-shopping Card Account Number Hang Seng has assigned (for the avoidance of doubt, such e-shopping Card Account Number shall only be assigned to a Principal Cardmember) and, where the context permits or requires, includes a Principal Cardmember and a Supplementary Cardmember, and their respective personal representatives and lawful successors;

"Cash Advance" means each cash withdrawal from the Credit Card Account including withdrawal of any credit balance in the Credit Card Account;

"Club" means The Hong Kong Jockey Club and its successors and assigns;

"Contactless Transactions" means any purchase of goods and/or services effected through contactless payment application (the availability of which is subject to such terms and conditions as Hang Seng and Card Association may from time to time determine) whether the same is authorised by the Cardmember or not (unless Clause 19(b) applies);

"Credit Card Account" means the account opened and maintained by the Cardmember with Hang Seng in respect of his/her Card (and an e-shopping Card Account Number if the Cardmember opts for it) in accordance with Clause 7(a);

"Credit Card Phone Service PIN" means the code number for the time being assigned by Hang Seng to a Cardmember for the purpose of identifying him/her when giving Telephone Instructions;

"Credit Card Phone Service PIN for e-shopping Card Account" means the code number for the time being assigned by Hang Seng to the Cardmember (as may be changed by the Cardmember) for the purpose of identifying the Cardmember when giving Telephone Instructions;

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

"CSH Services" means the banking, credit card and other account related services from time to time offered by Hang Seng on a 24-hour basis under CSH in accordance with Clause 23;

"Customer Service Enquiry Hotline" means the telephone hotline enquiry services made available by Hang Seng to the Cardmember from time to time;

"Designated Account" means the account (if any) of a Cardmember with Hang Seng for the time being designated by the Cardmember with the agreement of Hang Seng for the purpose of making withdrawals of funds in connection with the Services;

"e-shopping Card Account" means a sub-account opened under the Credit Card Account with a credit limit as Hang Seng may determine from time to time at its discretion to which the value of all e-shopping Card Transactions and all relevant interest, fees, charges, costs and expenses shall be debited;

"e-shopping Card Account Number" means the account number assigned by Hang Seng to the Cardmember which enables the Cardmember to make e-shopping Card Transactions which are to be settled under the e-shopping Card Account;

"e-shopping Card Transaction" means any purchase of goods and/or services effected by the use of an e-shopping Card Account Number via Internet or other means as Hang Seng may from time to time determine whether the same is authorised by the Cardmember or not (unless Clause 19(b) applies);

"Hang Seng" means Hang Seng Bank Limited and its successors and assigns;

"Managing Partner", in respect of a Partnership, means any Cardmember as Hang Seng may have been notified by the Club to be the managing partner of that Partnership from time to time;

"Minimum Payment Amount" means such minimum amount of the New Balance as Hang Seng may specify from time to time at its discretion and notify to a Principal Cardmember which is required to be paid to Hang Seng on or before the relevant Payment Due Date in order to defer payment of the New Balance subject to Clause 12;

"New Balance" means the debit balance of the Credit Card Account of a Cardmember or of a Syndicate Account or Partnership Account (as the case may be) for any month owed by the Cardmember or the Syndicate Treasurer or Managing Partner to Hang Seng as shall be specified by Hang Seng in the relevant Card Account Statement;

"Partnership" means a partnership approved and registered by the Club pursuant to the Rules of Racing of the Club;

"Partnership Account" means the account opened and maintained by a Managing Partner with Hang Seng in accordance with Clause 7(b);

"Payment Due Date" means the date on which the New Balance is due and payable by a Cardmember or a Syndicate Treasurer or Managing Partner (as the case may be) to Hang Seng;

"person" includes an individual, firm, company, corporation and an unincorporated body of persons;

"Principal Cardmember" means a person to whom a principal Card is issued by Hang Seng and his/her personal representative and lawful successors;

"Programme" means The Hong Kong Jockey Club Membership Card Programme;

"Services" means such banking and/or other services and products which Hang Seng may offer to the Cardmember from time to time pursuant to Clause 21;

"Syndicate" means a syndicate approved and registered by the Club pursuant to the Rules of Racing of the Club;

"Syndicate Account" means the account opened and maintained by a Syndicate Treasurer with Hang Seng in accordance with Clause 7(b);

"Syndicate Treasurer", in respect of a Syndicate, means any Cardmember as Hang Seng may have been notified by the Club to be the treasurer of that Syndicate from time to time;

"Supplementary Cardmember" means a person to whom a supplementary Card is issued by Hang Seng and his/her personal representative and lawful successors;

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

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

(b) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms.

2. A Principal Cardmember may authorise (subject to the agreement of the Club) Hang Seng to issue a supplementary Card to his/her spouse and any unmarried child. The principal Card and any supplementary Card shall be either a Platinum Mastercard Card or a Gold Mastercard Card at the discretion of Hang Seng. Under the Programme, a Principal Cardmember may also authorise (subject to the agreement of the Club) Hang Seng to issue a supplementary card which is a private label card (instead of a Card) to his/her spouse and any unmarried child/ overseas student.

3. Each Cardmember shall sign the Card immediately upon receipt. Each Cardmember shall confirm receipt of an e-shopping Card Account Number by means prescribed by Hang Seng from time to time before e-shopping Card Transactions can be effected and shall be fully responsible for any failure or delay in so doing.

4. All Cards shall remain the joint property of the Club and Hang Seng and shall be returned to Hang Seng by Cardmembers immediately upon the request of the Club or Hang Seng. A Principal Cardmember shall procure the return of Cards by his/her Supplementary Cardmembers upon the request of the Club or Hang Seng.

5. Each Card is not transferable and shall only be used by the Cardmember to whom it is issued exclusively for purposes designated or allowed by the Club and Hang Seng.

6. Hang Seng shall waive the annual fees of the Cards during the continuation of the Programme.

7. **(a) Each Cardmember shall open and maintain a Credit Card Account to the satisfaction of Hang Seng** to which the following sums shall be debited: -

(i) the values of all Card Transactions unless otherwise provided for in these Terms;

(ii) any sums due by the Cardmember to the Club arising from or in connection with his/her membership or status with the Club as the Club may advise Hang Seng from time to time;

(iii) any interest and finance charges as provided in Clauses 13, 14 and 26; and

(iv) all other fees, charges and expenses which may be owed by the Cardmember to Hang Seng from time to time in connection with the use of his/her Card or otherwise under these Terms.

For the avoidance of doubt, only a Principal Cardmember can open an e-shopping Card Account.

(b) Each Syndicate Treasurer and each Managing Partner shall open and maintain a Syndicate Account and a Partnership Account respectively to the satisfaction of Hang Seng to which the following sums shall be debited: -

(i) any sums due by the Syndicate or the Partnership (as the case may be) to the Club as the Club may advise Hang Seng from time to time;

(ii) any finance charges and interest as provided in Clauses 14 and 27; and

(iii) all other fees, charges and expenses which may be owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng from time to time under these Terms.

(c) Each Cardmember, Syndicate Treasurer and Managing Partner authorise Hang Seng to accept any advice of the Club referred to in Clauses 7(a)(ii) and 7(b)(i) as conclusive evidence of their respective liabilities to the Club (unless and until the contrary is established) and debit the relevant sums to the Credit Card Account of the Cardmember, the Syndicate Account and the Partnership Account respectively without obtaining further proof or records and without prior notice to or consent of the Cardmember, the Syndicate Treasurer or the Managing Partner.

(d) (i) No interest will accrue on any credit balance in a Credit Card Account, a Syndicate Account or a Partnership Account. Withdrawal by the Cardmember from the Credit Card Account in any manner shall constitute a cash advance notwithstanding any credit balance in the Credit Card Account unless otherwise agreed by Hang Seng.

(ii) Each Cardmember agrees that Hang Seng may debit his/her Credit Card Account to make a partial or full refund of his/her credit balance by any means determined by Hang Seng, including making a transfer to any of the Principal Cardmember's bank accounts with Hang Seng or sending a cashier's order to the address designated by the Principal Cardmember, at any time without prior notice.

(e) For the avoidance of doubt, no syndicate membership card or partnership membership card will be issued under the Programme by Hang Seng to a Syndicate, a Partnership, the Syndicate Treasurer, the Managing Partner or any member of the Syndicate or Partnership.

(f) Hang Seng reserves the right to decline processing or paying any Card Transaction which Hang Seng suspects to be an illegal gambling transaction or any transaction which may be illegal under any applicable laws.

8. Hang Seng shall have the right to designate a credit limit to any Credit Card Account or any maximum amount in respect of the use of any Services as Hang Seng may from time to time determine at its discretion. **A Cardmember shall strictly observe any credit limit and maximum amount designated by Hang Seng and shall be liable for any debts and liabilities incurred in excess of them. The Cardmember shall immediately make good any amount in excess whenever incurred by payment to Hang Seng whether or not a demand is made and Hang Seng shall be entitled to charge a fee for any such excess. A Principal Cardmember and his/her Supplementary Cardmember shall share the credit limit in such manner as Hang Seng may specify and the Principal Cardmember shall procure that his/her Supplementary Cardmember observes it.** Irrespective of whether any credit limit or maximum amount has been designated by Hang Seng, Hang Seng reserves the right not to approve any Card Transaction where Hang Seng considers it appropriate to do so to protect the interest of the Cardmember, the Club and/or Hang Seng.

9. (a) Hang Seng will assign to a Cardmember an ATM PIN to enable the Cardmember to use his/her Card at ATMs. Such use of the Card shall be subject to the "ATM Terms and Conditions" from time to time in force and the Cardmember shall be bound by them upon such use.

(b) Hang Seng will assign to the Cardmember a Credit Card Phone Service PIN (and a Credit Card Phone Service PIN for e-shopping Card Account if an e-shopping Card Account is opened) to enable the Cardmember to use the CSH Services and/or other Services.

(c) As soon as Authentication Factors is assigned by Hang Seng to a Cardmember, it shall remain effective until it is cancelled by Hang Seng or by mutual agreement of the Cardmember and Hang Seng. The Cardmember may change Authentication Factors at any time by such means as Hang Seng may prescribe and the new Authentication Factors shall take effect immediately.

(d) The Cardmember shall act in good faith, exercise reasonable care and diligence in keeping the Card, Card Information and Authentication Factors in secrecy and report the loss, theft, misuse or disclosure in accordance with Clause 19, in particular: -

(i) At no time and under no circumstances shall the Cardmember disclose the Card Information and/or Authentication Factors, or transfer the Card and/or Card Information to any person (including the staff of Hang Seng and the Club) or permit their use by any person (including the staff of Hang Seng and the Club);

(ii) The PIN shall be destroyed after memorizing the PIN;

(iii) The Card and the PIN should be kept separately;

(iv) The Cardmember shall never write down the PIN on the Card or on anything usually kept with the Card, or write down or record the PIN without disguising it;

(v) Whenever the PIN is changed by the Cardmember, the Cardmember shall not use his/her Hong Kong Identity Card number or passport number, birthday, telephone number or other easily accessible personal information as the PIN.

(vi) The Cardmember shall ensure all contact details (including telephone numbers, residential address, office address, e-mail address or any means of contact) registered with Hang Seng for the purpose of receiving important notifications are up-to-date to allow the relevant notifications to be delivered to the Cardmember on a timely basis; and

(vii) The Cardmember shall be aware of the risks associated with the adoption of biometric, soft token or device binding as one of the Authentication Factors used for initiating relevant transactions (e.g. contactless mobile payments) and need to take relevant protection measures to secure the devices and Authentication Factors.

(e) Hang Seng may use Card Information and/or Authentication Factors to verify the identity of a Cardmember when he accesses the Credit Card Account, uses the Services, gives instructions for Card Transactions, Banking Transactions or any other transactions or matters relating to the Card, or obtains information. Authentication Factors may be designated by a Cardmember or Hang Seng, or generated by a security device designated or approved by Hang Seng, or generated from the biometric data registered by the Cardmember with Hang Seng from time to time.

(f) The Principal Cardmember shall complete and observe, and shall ensure that each Supplementary Cardmember completes and observes, the steps and conditions specified by Hang Seng in order to generate or register his/her biometric credential with Hang Seng and to use it as Authentication Factors.

10. (a) A Cardmember may effect Card Transactions by the use of his/her Card or by such other means or in such other manner acceptable to Hang Seng. Each Cardmember shall be responsible for all Card Transactions (whether or not effected in accordance with these Terms) and all debts and liabilities arising from or in connection with his/her membership with the Club and for all costs and expenses (including, without limitation, legal fees on a full indemnity basis) reasonably incurred by Hang Seng in enforcing these Terms and/or recovering any sum owed by the Cardmember to Hang Seng which may be debited to the Credit Card Account.

(b) (i) The Principal Cardmember shall be liable for all debts and liabilities incurred and transactions effected by the Principal Cardmember and each Supplementary Cardmember by use of their Cards and/or in connection with their membership with the Club from time to time.

(ii) Each Supplementary Cardmember shall be liable only for all debts and liabilities incurred and transactions effected by him/her from time to time.

(iii) For the avoidance of doubt, Hang Seng is entitled to recover all or any debts and liabilities of a Supplementary Cardmember from either the Principal Cardmember or the Supplementary Cardmember or both.

(c) The Syndicate Treasurer and the Managing Partner shall be solely liable for the total amount of all debts, liabilities, obligations, costs, fees, charges and expenses debited or to be debited to the Syndicate Account and the Partnership Account respectively from time to time notwithstanding that any such amount is incurred by other members of the Syndicate or Partnership (as the case may be) or that such other members are not liable therefor or bound by these Terms.

11. Unless otherwise provided in Clause 12, each Cardmember shall pay promptly the New Balance in full on or before the Payment Due Date on which it is due (which shall not be less than three weeks after the Card Account Statement date) or otherwise upon suspension or termination of his/her Card in accordance with Clause 24(b).

12. (a) A Cardmember may defer payment of the New Balance to the Payment Due Date specified in the immediately following Card Account Statement provided that:-

(i) Hang Seng shall have actually received the Minimum Payment Amount on or before the Payment Due Date on which the New Balance and the Minimum Payment Amount is due; and

(ii) interest and finance charge shall be payable in accordance with Clauses 13 and 14 respectively.

(b) If Hang Seng has not actually received payment of the Minimum Payment Amount on or before the Payment Due Date on which it is due, an additional late charge at such rate(s) as Hang Seng may from time to time prescribe at its discretion shall be payable.

(c) A Syndicate Treasurer and a Managing Partner shall pay promptly the New Balance in full on or before the Payment Due Date on which it is due or otherwise upon demand by Hang Seng. If Hang Seng has not actually received payment of the New Balance in full on or before the Payment Due Date on which it is due, the Syndicate Treasurer or the Managing Partner (as the case may be) shall pay: -

(i) a finance charge on all sums for the time being outstanding from the Syndicate Treasurer or the Managing Partner to Hang Seng on a daily basis at such rate as Hang Seng may from time to time prescribe at its discretion; and

(ii) an additional late charge at such rate as Hang Seng may from time to time prescribe at its discretion.

13. Hang Seng reserves the right to charge a handling fee for each cash advance at such rate(s) as Hang Seng may from time to time prescribe at its discretion.

14. Unless Hang Seng shall have actually received the New Balance in full on or before the Payment Due Date on which it is due, a finance charge at such rate(s) as Hang Seng may from time to time prescribe at its discretion shall be chargeable daily on all sums for the time being outstanding from the Cardmember to Hang Seng: -

(a) in respect of all Card Transactions and other sums and/or;

(b) being any fees or charges payable by the Cardmember under these Terms.

15. (a) Unless otherwise agreed with the relevant Cardmember, Syndicate Treasurer or Managing Partner, Hang Seng will supply Card Account Statements in respect of each Credit Card Account, each Syndicate Account and each Partnership Account at monthly intervals on such date and setting out such details (as Hang Seng in consultation of the Club may from time to time determine) of all sums debited and credited to the Credit Card Account, the Syndicate Account and the Partnership Account respectively during the relevant statement period. The Card Account Statements will also indicate the Payment Due Date and the Minimum Payment Amount (if applicable).

(b) Hang Seng may supply separate Card Account Statements to the Principal Cardmember and any Supplementary Cardmember who share severally any credit limit designated by Hang Seng and Hang Seng may supply consolidated Card Account Statements to the Principal Cardmember where the Principal Cardmember and the Supplementary Cardmember share jointly any credit limit designated by Hang Seng.

(c) Hang Seng will have the discretion whether to supply a Credit Card Statement if (i) there are no entries covering the relevant statement period and credit or debit balance, the Syndicate Account or the Partnership Account (as the case may be) since the last Credit Card Statement is less than HKD 10 or the equivalent amount in foreign currency (or such other amount as determined by Hang Seng from time to time) or (ii) where the Card has been cancelled or terminated by Hang Seng or the Cardmember for whatever reason or where the Syndicate or the Partnership has been dissolved and there is a debit balance in the Credit Card Account, the Syndicate Account or the Partnership Account (as the case may be) overdue for such period considered by Hang Seng to be unacceptable.

(d) Without prejudice to the provisions of Clauses 24, 25, 26 and 27, when a Card or the e-shopping Card Account has been cancelled or terminated by the Cardmember or Hang Seng or when a Syndicate or a Partnership has been dissolved or when a Syndicate Account or a Partnership Account has been terminated, it is the duty of the Cardmember, the Syndicate Treasurer or the Managing Partner to request for an updated Card Account Statement or to inquire with Hang Seng from time to time on the current outstanding balance of the Credit Card Account (or, for the Cardmember, the e-shopping Card Account), the Syndicate Account or the Partnership Account for repayment purpose and interest and finance charge (where applicable) shall continue to accrue thereon until full repayment at such rates as prescribed by Hang Seng from time to time.

(e) Each Card Account Statement shall be accepted by the relevant Cardmember, Syndicate Treasurer or Managing Partner (as the case may be) as correct except to the extent that the Cardmember, the Syndicate Treasurer or the Managing Partner notifies Hang Seng, in writing, of any alleged error or omission within 60 days from the Card Account Statement date or Hang Seng notifies the Cardmember, the Syndicate Treasurer or the Managing Partner of an error. Hang Seng's records shall, in all other respects, be conclusive unless and until the contrary is established. Hang Seng shall be entitled to charge a fee for over three months' statement retrieval.

16. (a) Payment of the New Balance or any part of it shall be effected by such means acceptable to Hang Seng and will be accepted subject to Hang Seng's regular business practices and procedures.

(b) Payments received by Hang Seng in respect of the Credit Card Account will be applied to settle the Minimum Payment Amount first and applied in the following order in or towards payment of:

(i) any outstanding interest on cash advances;

(ii) any outstanding finance charges;

(iii) any remaining outstanding amount in respect of all relevant fees and charges specified in the last Card Account Statement;

(iv) any outstanding amount in respect of cash advances specified in the last Card Account Statement;

(v) any outstanding amount in respect of purchases of goods and/or services, and monthly instalment of Interest-free Instalment Plan specified in the last Credit Card Statement;

(vi) any remaining outstanding amount in respect of all relevant fees and charges during the current statement period;

(vii) any outstanding amount in respect of cash advances made by Hang Seng to the Cardmember during the current statement period and interest thereon;

(viii) any outstanding amount in respect of purchases of goods and/or services, and monthly instalment of Interest-free Instalment Plan during the current statement period; and

(ix) all any other amount owed by the Cardmember to Hang Seng under these Terms.

(c) Payments received by Hang Seng in respect of a Syndicate Account or a Partnership Account will be applied in the following order in or towards payment of: -

(i) any outstanding finance charges;

(ii) the New Balance specified in the last Card Account Statement;

(iii) any outstanding amount in respect of liabilities incurred during the current statement period; and

(iv) any other amount owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng under these Terms.

17. Card Transactions effected in currencies other than Hong Kong dollars shall be converted into Hong Kong dollars before being debited to the Credit Card Account, the Syndicate Account or the Partnership Account (as the case may be). Hang Seng shall be entitled to effect any payment in connection with these Terms in any currency as Hang Seng may prescribe. Where a conversion of one currency into another currency is required under these Terms, such conversion shall be calculated at such rate specified by Hang Seng which shall be conclusive and binding on any Cardmember, Syndicate Treasurer or Managing Partner.

18. (a) Hang Seng shall not be responsible for the refusal or failure of the Club or any merchant establishment to accept or honour the Card or the use of the Card information nor shall it be responsible in any way for the goods and/or services supplied to any Cardmember, any Syndicate, any Partnership and their respective members or any other person. Neither shall Hang Seng be responsible for any matter relating to a Cardmember's membership or status with the Club or any dealing between a Syndicate or a Partnership and their respective members with the Club. Any complaint by a Cardmember, a Syndicate or a Partnership (or their respective members) must be resolved by the Cardmember or the Syndicate or Partnership (and their respective members) with the Club or the relevant merchant establishment unless Hang Seng has notified the Cardmember, the Syndicate Treasurer or the Managing Partner of any alternative arrangements. In any case, no claims by the Cardmember, the Syndicate or the Partnership (or their respective members) against the Club or any merchant establishment may be the subject of set-off or counter-claim against Hang Seng.

(b) Each of Hang Seng and the Card Association may at its discretion offer, or procure to be offered, to Cardmembers any facilities, benefits, privileges, goods and/or services under various privilege programs from time to time subject to any terms and conditions which it may prescribe. Each of Hang Seng and the Card Association shall have the right at any time to alter, add to or delete the facilities, benefits, privileges, goods and/or services offered under any privilege program or any terms and conditions to which it is subject. **Hang Seng shall not be under any duty to offer any privilege program nor shall it be responsible if the Card Association fails to offer any privilege program. Further, Hang Seng shall not be liable or responsible in any way for any facilities, benefits, privileges, goods and/or services provided to Cardmembers under any privilege program.**

19. (a) Upon notice or suspicion of (i) any loss, theft, misuse or disclosure of the Card, Card Information and/or Authentication Factors (ii) disclosure of the Card Information and/or Authentication Factors to any unauthorised person or (iii) any unusual or unauthorised Card Transaction or Banking Transaction, it shall be the duty of the Cardmember to notify Hang Seng as soon as reasonably practicable: -

(i) through online channels designated by Hang Seng from time to time; or

(ii) in writing addressed to Hang Seng at such location as Hang Seng may from time to time notify; or

(iii) by telephone at such telephone numbers as Hang Seng may from time to time prescribe (and Hang Seng may ask the Cardmember to confirm in writing with any details given) and the Cardmember shall change the Authentication Factors as soon as possible.

(b) When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, Card Information and/or Authentication Factors, and reported the loss, theft, misuse or disclosure as soon as reasonably practicable upon notice or suspicions thereof: -

(i) the Cardmember shall not be liable for any unauthorised Card Transactions or Banking Transactions effected after Hang Seng actually receives notice of the loss, theft, misuse or disclosure reports;

(ii) subject to Clause 19(c), the Cardmember's liability for all unauthorised Card Transactions (other than cash advances obtained with the use of the Card, Card Information and/or Authentication Factors) effected before Hang Seng actually receives the loss, theft, misuse or disclosure report shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmembers from time to time; and

(iii) subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees:

(A) the Cardmember shall be liable for all unauthorised Banking Transactions effected with the use of the Card, Card Information and/or Authentication Factors before Hang Seng actually receives the loss, theft, misuse or disclosure report. If the Cardmember reports loss, theft, misuse or disclosure of the Card, Card Information and/or Authentication Factors in accordance with Clause 19, subject to Clause 19(c), the Cardmember's liability for unauthorised Banking Transactions shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmember from time to time; and

(B) the Cardmember shall be liable for all unauthorised cash advances effected with the use of the Card, Card Information and/or Authentication Factors before Hang Seng actually receives the loss, theft, misuse or disclosure report.

(c) The maximum liability referred to in Clause 19(b)(ii) and 19(b)(iii) above do not apply and the Cardmember shall be liable for all unauthorised Card Transactions and Banking Transactions if the Cardmember has acted fraudulently or with gross negligence in using or safeguarding the Card, Card Information and/or Authentication Factors. The Cardmember's failure to comply with the Cardmember's obligations set out in Clause 9(d) or Clause 19, or failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card, Card Information and/or Authentication Factors. will be treated as the Cardmember's gross negligence.

(d) Hang Seng may at its discretion act on any form of notice purportedly to be given by the Cardmember and any action so taken by Hang Seng shall not render Hang Seng howsoever liable to the Cardmember or otherwise discharge any liability of the Cardmember.

20. Hang Seng may at its discretion and upon such terms and conditions it may prescribe: -

(a) issue a replacement Card in case the Card is damaged, lost or stolen and if any replacement card is issued, Hang Seng shall be entitled **to charge a fee for the replacement card and debit it to the Credit Card Account;** and/or

(b) assign a new e-shopping Card Account Number at an administrative fee to be charged to the e-shopping Card Account upon the Cardmember's request and/or in case the e-shopping Card Account has been misused.

21. (a) Hang Seng may from time to time offer to make available Services to the Cardmember by or via the use of the Card and/or the e-shopping Card Account Number on and subject to these Terms and such other terms and conditions as Hang Seng may specify from time to time. The Cardmember may use such Services at his/her own choice. In case of conflict or inconsistency between any of such terms and conditions and these Terms, such terms and conditions shall prevail.

(b) Some Services may be made available to all Cardmembers generally (unless any Cardmember gives express instructions in writing to Hang Seng not to provide the Services in question) and other Services will be made available to Cardmembers subject to the discretion of Hang Seng.

(c) Hang Seng reserves the right to suspend or terminate any of the Services at any time at their discretion without prior notice.

(d) Without prejudice to the generality of Clause 21(c), Hang Seng shall be entitled to terminate all or any of the Services immediately without notice to the Cardmember if the Cardmember shall commit any breach of or omit to observe any obligations under any applicable terms and conditions which, in the opinion of Hang Seng (as the case may be), amounts to a material default on the part of the Cardmember.

22. (a) The Principal Cardmember and his/her Supplementary Cardmember may obtain, through the Customer Service Enquiry Hotline, such information and details as Hang Seng may determine from time to time in relation to either or both of their Credit Card Accounts, Card Transactions effected by either or both of them and dealings by either or both of them with Hang Seng.

(b) Hang Seng shall be entitled to prescribe from time to time the telephone number for the Customer Service Enquiry Hotline and the information required to be provided by the caller for the purpose of using the Customer Service Enquiry Hotline.

(c) Provided that Hang Seng has acted in good faith, it shall not be liable for providing any information or details through the Customer Service Enquiry Hotline to any unauthorised person who purports to be the Principal Cardmember or his/her Supplementary Cardmember.

23. CSH Services (if applicable) shall be provided by Hang Seng to a Cardmember on and subject to the following terms and conditions: -

(a) the Cardmember may use the CSH Services by giving Telephone Instructions and authorises Hang Seng to act on such Telephone Instructions. Accordingly: -

(i) any Telephone Instruction, once given, may not be rescinded or withdrawn without the written consent of Hang Seng;

(ii) all Telephone Instructions given, as understood and acted on by Hang Seng in good faith, shall be irrevocable and binding on the Cardmember whether given by the Cardmember or by any other person purporting to be the Cardmember; and

(iii) all Card Transactions effected by Hang Seng pursuant to or as a result of a Telephone Instruction shall be binding on the Cardmember in all respects;

(b) Hang Seng shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given;

(c) Telephone Instructions, to be effective, must be given by using whichever Authentication Factors as may be required, and such other details as Hang Seng may require and must be accepted by Hang Seng by such means as Hang Seng may prescribe;

(d) Telephone Instructions will generally not be accepted if there are insufficient funds or pre-arranged credit is not available in the relevant Designated Account. Hang Seng, however, may at its discretion act on such Telephone Instructions without seeking prior approval of or giving prior notice to the Cardmember. The Cardmember shall be liable for the resulting overdraft or advance and shall repay the same to Hang Seng on demand together with interest thereon from the date of advance to the date of actual repayment (whether before or after judgment) at such rate and to be compounded at such intervals as Hang Seng may determine from time to time; and

(e) the Cardmember shall forthwith notify Hang Seng in writing if a sole Designated Account is converted to a joint Designated Account which requires joint signing authority according to the relevant account mandate and, upon receipt of such notification, Hang Seng may, without prejudice to the generality of Clauses 21(c) and 21(d), terminate all or any of the CSH Services at its discretion.

24. (a) (i) A Principal Cardmember may cancel or terminate the Card at any time by giving reasonable written notice to Hang Seng and returning the principal Card and any supplementary Card at the same time, such cancellation or termination to be effective upon Hang Seng actually receiving such notice and Card(s).

Where any supplementary Cards are issued, the Principal Cardmember or the Supplementary Cardmember may cancel or terminate the relevant supplementary Card by giving written notice to Hang Seng and returning the relevant supplementary Card at the same time, such cancellation or termination to be effective upon Hang Seng actually receiving such notice and Card. **All returned Cards must be cut. The Principal Cardmember shall be liable for all payments arising from the use of the principal Card and any supplementary Card and each Supplementary Cardmember shall be liable for all payments arising from his/her use of the supplementary Card until the relevant Cards have been returned to Hang Seng or until Hang Seng is able to implement the procedures applicable to lost Cards. Any related charges arising from such procedures shall be borne by the Principal Cardmember or the relevant Supplementary Cardmember.**

The Principal Cardmember may cancel or terminate the e-shopping Card Account by giving reasonable written notice to Hang Seng. Any cancellation or termination of an e-shopping Card Account for whatever cause shall only become effective upon Hang Seng actually receiving such notice.

(ii) A Principal Cardmember who has applied to the Club to become an Absent Member shall terminate his/her Card and all and any supplementary Cards in accordance with Clause 24(a)(i).

(b) Notwithstanding any provisions in these Terms, Hang Seng may upon notification to the Club suspend and with the Club's consent terminate any Card at any time without prior notice to the Cardmember except that such notification or consent is not required where Hang Seng is allowed or required by any law, court orders, rules, guidelines and/or codes applicable from time to time to suspend or terminate any Card or where the Programme is terminated or where Hang Seng is of the reasonable opinion that suspension or termination of any Card is appropriate in the circumstances to protect the interest of the Cardmember, the Club and/or Hang Seng.

(c) Notwithstanding any provisions in these Terms, Hang Seng shall have the right to suspend or terminate a Syndicate Account or a Partnership Account and refuse to reactivate it or make any further debit to it or open a succeeding Syndicate Account or Partnership Account in the name of a succeeding Syndicate Treasurer or Managing Partner (as the case may be) if any New Balance remains outstanding after the relevant Payment Due Date.

(d) Hang Seng may cancel, terminate, withdraw or revoke any e-shopping Card Account at any time without prior notice and with or without cause.

25. Suspension or termination of a Card for whatever reason and the suspension or termination of all or any of the Services shall be without prejudice to the right of Hang Seng to settle any Card Transaction entered into by or on behalf of the Cardmember or debit any amount to his/her Credit Card Account in accordance with any advice given by the Club, whether such Card Transaction or debit is effected prior to or after such suspension or termination. Further, upon such suspension or termination, Hang Seng may cancel all or any unexecuted Card Transactions at its discretion.

26. Upon suspension or termination of a Card by the Cardmember or by Hang Seng for whatever reason, all sums owing by the Cardmember to Hang Seng under these Terms (whether debited to the Credit Card Account or not and whether incurred or discovered before or subsequent to such suspension or termination) shall become immediately due and payable without demand and (where applicable) upon incurrence or discovery of the relevant indebtedness. The Cardmember or (if applicable) the Cardmember's estate shall be liable for settling such sums. Hang Seng shall be entitled to charge interest at the rate(s) specified in Clause 13 on any unpaid sums on a daily basis from the date of suspension or termination of the Card or (where applicable) from the date of incurrence or discovery of the relevant indebtedness until Hang Seng shall have actually received payment (whether before or after judgment). Suspension or termination of a Card for whatever reason shall not affect, reduce or delay any liabilities or obligations of the Cardmember due, owing or incurred prior to suspension or termination.

27. Upon suspension or termination of a Syndicate Account or a Partnership Account or the dissolution of a Syndicate or a Partnership, all sums owing by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng under these Terms (whether debited to the Syndicate Account or the Partnership Account or not and whether incurred or discovered before or subsequent to such suspension, termination or dissolution) shall become immediately due and payable without demand and (where applicable) upon incurrence or discovery of the relevant indebtedness. The Syndicate Treasurer or the Managing Partner (as the case may be) shall be liable for settling such sums. Hang Seng shall be entitled to charge interest at the rate(s) specified in Clause 13 on any unpaid sums on a daily basis from the date of such suspension, termination or dissolution or (where applicable) from the date of incurrence or discovery of the relevant indebtedness until Hang Seng shall have actually received payment (whether before or after judgment). Such suspension, termination or dissolution shall not affect, reduce or delay any liabilities or obligations of the Syndicate Treasurer or the Managing Partner (as the case may be) due, owing or incurred prior to suspension, termination or dissolution.

28. (a) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Principal Cardmember's account, whether in the name of the Principal Cardmember or in the names of the Principal Cardmember and any other person(s), in or towards satisfaction of any indebtedness owing by the Principal Cardmember and/or any Supplementary Cardmember to Hang Seng under these Terms whether actual or contingent.

Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Supplementary Cardmember's account whether in the name of that Supplementary Cardmember or in the names of that Supplementary Cardmember and any other person(s) in or towards satisfaction of any indebtedness owing by the Supplementary Cardmember to Hang Seng in respect of use of his/her Card.

In the case of a joint account where the Principal Cardmember or the Supplementary Cardmember is one of the joint account holders, Hang Seng may exercise the rights in Clause 28(a) and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owing to Hang Seng by such Principal or Supplementary Cardmember.

(b) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any account of a Syndicate Treasurer or a Managing Partner in or towards satisfaction of any indebtedness owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng under these Terms whether actual or contingent.

(c) Hang Seng shall be entitled to exercise a lien over all property of the Principal Cardmember which is in the possession or control of Hang Seng for custody or any other reason and whether or not in the ordinary course of business, with power for Hang Seng to sell such property to satisfy such indebtedness owing by the Principal Cardmember and/or any Supplementary Cardmember to Hang Seng.

Hang Seng shall be entitled to exercise a lien over all property of the Supplementary Cardmember which is in the possession or control of Hang Seng for custody or any other reason and whether or not in the ordinary course of business, with power for Hang Seng to sell such property to satisfy such indebtedness owing by that Supplementary Cardmember to Hang Seng.

(d) Hang Seng shall be entitled to exercise a lien over all property of a Syndicate Treasurer or a Managing Partner which is in the possession or control of Hang Seng, for custody or any other reason and whether or not in the ordinary course of business, with power for Hang Seng to sell such property to satisfy such indebtedness owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng.

(e) For the avoidance of doubt, Clause 28 shall not be applied against a Supplementary Cardmember to satisfy any indebtedness owed by the Principal Cardmember to Hang Seng under these Terms.

29. Hang Seng shall not employ any debt collection agency in relation to any Cardmember as long as he/she remains a member of the Club or a person designated by the Club to be eligible to use a Card or a private label card under the Programme. **Where Hang Seng is entitled to employ any debt collection agency, the relevant Cardmember shall be liable for all costs and expenses reasonably incurred by Hang Seng as a result.**

30. Collection and disclosure of information of the Cardmember

(a) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Collection, use and sharing of Cardmember Information

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

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

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

COLLECTION

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

USE

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

SHARING

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

THE CARDMEMBER'S OBLIGATIONS

(iv) The Cardmember agrees to supply Cardmember Information, and to inform Hang Seng promptly and in any event, within 30 days in writing if there are any changes to Cardholder Information supplied to Hang Seng or a member of the HSBC Group from time to time, and to respond promptly to any request for Cardmember Information from Hang Seng or a member of the HSBC Group.

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

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

(vii) Where

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

Hang Seng may:

(A) be unable to provide new, or continue to provide all or part of the Services to the Cardmember and reserve the right to terminate Hang Seng's relationship with the Cardmember;

(B) take actions necessary for Hang Seng or a member of the HSBC Group to meet the Compliance Obligations; and

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

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

(c) Financial Crime Risk Management Activity

(i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Cardmember, or on the Cardmember's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Cardmember Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Cardmember or a Connected Person.

(ii) Hang Seng and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Cardmember's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither Hang Seng nor any member of the HSBC Group shall be liable to the Cardmember or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Cardmember or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax Compliance

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

(e) Miscellaneous

(i) In the event of any conflict or inconsistency between any of this Clause and the provisions in or governing any other service, product, business relationship, account or agreement between the Cardmember and Hang Seng, this Clause shall prevail.

(ii) If all or any part of the provisions of this Clause become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause in that jurisdiction.

(f) Survival upon termination

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

31. (a) Hang Seng shall obtain the written consent of the Club (which shall not be unreasonably withheld) before: -

(i) introducing items of fees and charges additional to those specified in paragraph (b) below; or

(ii) making any changes to these Terms to reflect arrangements specific to the Programme.

(b) Subject to paragraph (a) above, Hang Seng shall be entitled to prescribe, from time to time, fees and charges payable in respect of the use of the Card and/or the Services. Any such fees may be varied subject to Hang Seng's written notice given to the Cardmember for a period of not less than 60 days unless the variation is beyond the control of Hang Seng in which case reasonable notice will be given.Fees and charges currently payable include: -

(i) late charge;

(ii) cash advance interest;

(iii) finance charge on all outstanding balance (except cash advance);

(iv) card replacement fee;

(v) overlimit fee;

(vi) handling fee for: -

(1) cash advance;

(2) returned cheque or auto-pay rejection;

(3) retrieval of sales draft outside of the Club premises;

(4) retrieval of statement dated over three months' ago;

(5) payment by cheque or cashier order denominated in a currency other than Hong Kong dollar;

(6) refunding credit balance in Credit Card Account by cashier order;

(7) issuing credit reference letter;

(8) transaction at ATM installed or operated by entities other than Hang Seng; and

(vii) fees and charges beyond the control of Hang Seng and imposed by third parties including Mastercard International.

(c) Subject to paragraph (a) above, Hang Seng shall be entitled to revise these Terms from time to time and any revision to these Terms shall become effective subject to Hang Seng's written notice given to the Cardmember for a period of not less than 30 days for any variations affecting the liabilities or obligations of the Cardmember or for such reasonable period as Hang Seng may prescribe in the case of any other variations.

32. The Programme may be terminated and the manner in which it is operated may be amended or varied subject to the prior written consent of the Club and no such termination, amendment or variation shall affect, reduce or delay any liabilities or obligations of any Cardmember, Syndicate Treasurer or Managing Partner due, owing or incurred prior to such termination, amendment or variation.

33. Unless due to the negligence or wilful default of Hang Seng, its officers or employees, Hang Seng does not assume any liability or responsibility to the Cardmember or any third party for the consequences arising out of or in connection with: -

(a) access to the use of the Card and/or the Services by the Cardmember or any other person whether or not authorised unless Clause 19(b) applies or unless the Card has not been received by the Cardmember;

(b) any interruption, suspension, delay, loss, mutilation or other failure in transmission of the Cardmember's instructions or other information howsoever caused;

(c) its inability to execute any of the Cardmember's instructions due to prevailing market conditions and the manner and timing of execution of any instructions, and/or

(d) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the performance of Hang Seng's functions under this Agreement, Acts of God or any other causes beyond the reasonable control of Hang Seng,

Provided that Hang Seng will bear the direct loss suffered by the Cardmember (to the extent of any amount wrongly posted to the Credit Card Account and any interest thereon) arising from the use of counterfeit card by a third party.

34. The Cardmember will act in good faith in relation to all dealings with the Club and Hang Seng, and will notify the Club and Hang Seng of any change of employment, business, residential address or work place address or e-mail address or telephone number(s).

35. All Card Account Statements, notices or other communications relating to Credit Card Accounts shall be sent by Hang Seng by post or by e-mail to the address designated by the Principal Cardmember whether they relate to the Principal Cardmember or his/her Supplementary Cardmember. All Card Account Statements, notices or other communications relating to a Syndicate Account or a Partnership Account shall be sent to the Syndicate Treasurer and the Managing Partner respectively. Any Card Account Statement, notice or other communications given by Hang Seng to a Cardmember, a Syndicate Treasurer or a Managing Partner shall be deemed to have been received by the Cardmember, the Syndicate Treasurer or the Managing Partner two days after posting to the aforesaid address unless proved otherwise and any Card Account Statement, notice or other communications given by Hang Seng to the Cardmember by e-mail shall be deemed to have been received by the Cardmember immediately after transmitting to the Cardmember's aforesaid e-mail address. Items sent to a Cardmember, a Syndicate Treasurer or a Managing Partner are sent at their respective risk. All notices or other communications sent by a Cardmember, a Syndicate Treasurer or a Managing Partner to Hang Seng shall be deemed to have been received by Hang Seng two days (if posted in Hong Kong) and seven days (if posted by first class mail outside Hong Kong) after posting unless proved otherwise, except that notice of termination or loss of Card shall be effective on proof of receipt.

36. (a) Hang Seng may (but shall not be obliged to), and each Cardmember expressly authorises Hang Seng to, record by tape or other means all instructions and requests given by the Cardmember verbally to Hang Seng and all other verbal communications between the Cardmember and Hang Seng in connection with the Card and/or any of the Services including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). **The Cardmember expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of Hang Seng, shall be conclusive evidence between Hang Seng and the Cardmember as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute.**

    (b) Hang Seng reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, Hang Seng reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as Hang Seng may consider appropriate.

37. These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Hang Seng and each Cardmember submit to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but these Terms may be enforced in the Courts of any competent jurisdiction.

38. The English version of these Terms shall prevail wherever there is a discrepancy between the English and the Chinese versions.

39. Each of the provisions of these Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

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

    (b) Any fee or charge referred to in these Terms is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the relevant obligor at the same time as it pays the relevant fee or charge.

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

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

Terms and Conditions for Interest-free Instalment Plan

Hang Seng Credit Card Cardmember can apply for Hang Seng Credit Card Interest-free Instalment Plan ("Instalment Plan") to purchase goods and/or services from specific merchants. The Instalment Plan is an interest-free loan transaction. Under the Instalment Plan, Hang Seng Bank Limited ("Hang Seng") would lend to the Cardmember an interest-free instalment loan amount ("Instalment Amount") which is equivalent to the purchase price of the goods and/or services, and pay the Instalment Amount to the merchant on behalf of the Cardmember. The Cardmember is required to repay the Instalment Amount by monthly instalments to Hang Seng according to the tenor of the Instalment Plan until the Instalment Amount is fully repaid. In any event, the Cardmember is required to repay the Instalment Amount in full to Hang Seng. Cardmember hereby applies for the Instalment Plan and irrevocably authorises Hang Seng to pay the merchant the Instalment Amount for purchase of the goods and/or services. Cardmember agrees to be bound by the following terms and conditions:

1. The Instalment Plan shall be subject to all applicable provisions in the cardmember agreement ("Cardmember Agreement") governing the use of the relevant Hang Seng credit card. Unless otherwise specified, all terms and expressions used in these Terms and Conditions shall have the same meanings as used in the Cardmember Agreement.
2. All applications for the Instalment Plan shall be subject to acceptance by Hang Seng. Hang Seng reserves the right to approve or reject any application without giving any reason therefor.
3. Upon approval of the Instalment Plan, Hang Seng will pay the Instalment Amount to the merchant in a lump-sum. After any application for the Instalment Plan is approved by Hang Seng, Cardmember shall not withdraw the application and/or cancel the purchase of the relevant goods and/or services. All Instalment Amount repaid are non-refundable and Cardmember shall duly repay all outstanding Instalment Amount.
4. **Hang Seng will debit Cardmember's designated Hang Seng credit card account ("Credit Card Account") with the Instalment Amount on a monthly basis according to the amount of each instalment and the number of monthly instalments as requested by Cardmember and agreed by Hang Seng, commencing from such date as Hang Seng may prescribe at its full discretion. Cardmember shall repay all monthly instalment amount debited or the sum of all outstanding instalments which may become immediately due and be liable for all finance charges, other charges and liabilities in accordance with the Cardmember Agreement and these Terms and Conditions.**
5. Hang Seng will hold an amount equivalent to the Instalment Amount from the credit limit of the Credit Card Account. Hang Seng will proportionally restore the credit limit of the Credit Card Account every month after Hang Seng successfully debits the Credit Card Account with instalment amount due.
6. **No finance charge is payable by the Cardmember under the Instalment Plan. Notwithstanding the foregoing, if the Cardmember fails to make full repayment of the statement balance specified in the Credit Card Account statement on or before the Payment Due Date, the Cardmember shall pay finance charge on all outstanding balance (including the Instalment Amount) on the Credit Card Account pursuant to the Cardmember Agreement. The Cardmember shall pay a finance charge on any monthly instalment amount due but unpaid at the prevailing interest rate of the Credit Card Account from the post date of such monthly instalment.**
7. **On default of payment or any moneys due under the Credit Card Account and/or in case of breach of any provisions of the Cardmember Agreement and/or any of these Terms and Conditions by Cardmember and/or in case of cancellation or termination of the Credit Card Account for whatever reason, the sum of all outstanding instalments and all moneys owing under these Terms and Conditions shall immediately become due and payable and shall, at the absolute discretion of Hang Seng be debited against the Credit Card Account. Hang Seng shall also be entitled to require Cardmember to deliver the goods to Hang Seng for Hang Seng's disposal at its absolute discretion.**
8. Cardmember may apply for early repayment of all but not part of the outstanding instalment balance of the Instalment Amount by written notice to Hang Seng. Hang Seng will debit the Credit Card Account with such outstanding balance upon acceptance of the application.
9. **Hang Seng disclaims any liability or duty relating to the goods and/or services. The goods and/or services are sold and supplied to Cardmember by the merchant who is solely responsible for all obligations and liabilities relating to the supply and sale of the goods and/or services to Cardmember. Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with merchant by the Cardmember. Whether or not such disputes be resolved (including but not limited to non-receipt of the goods and/or services), Cardmember shall not be relieved from his/her obligation to repay all moneys owing and the other liabilities towards Hang Seng in accordance with these Terms and Conditions and the Cardmember Agreement.**
10. For the purposes of effecting these Terms and Conditions, Cardmember agrees that Hang Seng can communicate and exchange his/her personal information with the merchant.
11. **When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, Card Information and Authentication Factors and reported the loss, theft, misuse or disclosure as soon as reasonably practicable upon notice or suspicions thereof, subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees, the Cardmember shall be liable for all unauthorized Instalment Plan transactions made before Hang Seng actually receives the loss, theft, misuse or disclosure report. The Cardmember shall be liable for all unauthorized Instalment Plan transactions if the Cardmember has acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the Cardmember's obligations set out in the Cardmember Agreement.**
12. Hang Seng shall be entitled at any time with notice to the Cardmember (a) cancel or terminate the Instalment Plan; (b) revise or add further provisions to these Terms and Conditions; and/or (c) demand Cardmember to repay all unpaid Instalment Amount or remaining outstanding balance immediately.
13. No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
14. These Terms and Conditions are in addition to the Cardmember Agreement and in the event of any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions shall prevail. The Chinese translation is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.

Terms and Conditions for Selected Merchant Interest-free Instalment Plan

Hang Seng Credit Card Cardmember can apply for Hang Seng Credit Card Selected Merchant Interest-free Instalment Plan ("Selected Merchant Instalment Plan") to purchase goods and/or services from specific merchants. The Selected Merchant Instalment Plan is an interest-free loan transaction. Under the Selected Merchant Instalment Plan, Hang Seng Bank Limited ("Hang Seng") would lend to the Cardmember an interest-free instalment loan amount ("Instalment Amount") which is equivalent to the purchase price of the goods and/or services, and pay the Instalment Amount to the merchant on behalf of the Cardmember. The Cardmember is required to repay the Instalment Amount by monthly instalments to Hang Seng according to the tenor of the Selected Merchant Instalment Plan until the Instalment Amount is fully repaid, subject to termination of the Selected Merchant Instalment Plan in accordance with the terms herewith. Cardmember hereby applies for the Selected Merchant Instalment Plan and irrevocably authorises Hang Seng to pay the merchant the Instalment Amount for purchase of the goods and/or services. Cardmember agrees to be bound by the following terms and conditions:

1. The Selected Merchant Instalment Plan shall be subject to all applicable provisions in the cardmember agreement ("Cardmember Agreement") governing the use of the relevant Hang Seng credit card. Unless otherwise specified, all terms and expressions used in these Terms and Conditions shall have the same meanings as used in the Cardmember Agreement.
2. All applications for the Selected Merchant Instalment Plan shall be subject to acceptance by Hang Seng. Hang Seng reserves the right to approve or reject any application without giving any reason therefor.
3. After any application for the Selected Merchant Instalment Plan is approved by Hang Seng, Cardmember shall not withdraw the application and/or cancel the purchase of the relevant goods and/or services. Hang Seng will pay the Instalment Amount to the merchant by monthly instalments according to the amount of each instalment and the number of monthly instalments as requested by Cardmember and agreed by Hang Seng or in such other manner as Hang Seng in its absolute discretion may consider appropriate.

4. **Hang Seng will debit Cardmember's designated Hang Seng credit card account ("Credit Card Account") with the Instalment Amount on a monthly basis according to the amount of each instalment and the number of monthly instalments as requested by Cardmember and agreed by Hang Seng, commencing from such date as Hang Seng may prescribe at its full discretion. Regardless of whether or not the Cardmember has received the goods and/or services provided by the merchant on the month or at any time prior to repayment, Cardmember shall repay all monthly instalment amount debited or the sum of all outstanding instalments which may become immediately due and be liable for all finance charges, other charges and liabilities in accordance with the Cardmember Agreement and these Terms and Conditions. All Instalment Amount repaid are non-refundable.**

5. **The Selected Merchant Instalment Plan will be terminated immediately upon the happening of all or any of the following events:**

   (i) if the merchant (being a limited company or corporation) is petitioned to be wound up or dissolved whether voluntarily or compulsorily, or a statutory demand under the Bankruptcy Ordinance is issued and served against the merchant (being a partnership or individual) in respect of a debt due by the merchant and is not complied with or is petitioned bankrupt by any person for any reason whatsoever, or the merchant enters into any arrangement or composition with the merchant's creditors or suffers any distress or execution to be levied on the merchant's goods;

   (ii) if the merchant ceases business or closes down all of its business outlets;

   (iii) if the merchant's merchant account with Hang Seng is closed or terminated for whatever reason.

6. **In the event the Selected Merchant Instalment Plan is terminated pursuant to Clause 5 above, Hang Seng will stop paying to the merchant any outstanding Instalment Amount, and will no longer debit the Credit Card Account with the outstanding monthly instalments of the Instalment Amount. The Cardmember is not required to repay Hang Seng for the remaining balance of Instalment Amount that is outstanding but not debited to the Credit Card Account upon termination of the Selected Merchant Instalment Plan. For the avoidance of doubt, Cardmember is required to repay Hang Seng any Instalment Amount debited to the Credit Card Account prior to the termination of the Selected Merchant Instalment Plan.**

7. Hang Seng will hold an amount equivalent to the Instalment Amount from the credit limit of the Credit Card Account. Hang Seng will proportionally restore the credit limit of the Credit Card Account every month after Hang Seng successfully debits the Credit Card Account with instalment amount due. Upon termination of the Selected Merchant Instalment Plan pursuant to Clause 5 above, any credit limit so held will be restored.

8. **No finance charge is payable by the Cardmember under the Selected Merchant Instalment Plan. Notwithstanding the foregoing, if the Cardmember fails to make full repayment of the statement balance specified in the Credit Card Account statement on or before the Payment Due Date, the Cardmember shall pay finance charge on all outstanding balance (including the Instalment Amount) on the Credit Card Account pursuant to the Cardmember Agreement. The Cardmember shall pay a finance charge on any monthly instalment amount due but unpaid at the prevailing interest rate of the Credit Card Account from the post date of such monthly instalment.**

9. **On default of payment or any moneys due under the Credit Card Account and/or in case of breach of any provisions of the Cardmember Agreement and/or any of these Terms and Conditions by Cardmember and/or in case of cancellation or termination of the Credit Card Account for whatever reason, the sum of all outstanding instalments and all moneys owing under these Terms and Conditions shall immediately become due and payable and shall, at the absolute discretion of Hang Seng be debited against the Credit Card Account. Hang Seng shall also be entitled to require Cardmember to deliver the goods to Hang Seng for Hang Seng's disposal at its absolute discretion.**

10. Cardmember may apply for early repayment of all but not part of the outstanding instalment balance of the Instalment Amount by written notice to Hang Seng. Hang Seng will debit the Credit Card Account with such outstanding balance upon acceptance of the application.

11. **Hang Seng disclaims any liability or duty relating to the goods and/or services. The goods and/or services are sold and supplied to Cardmember by the merchant who is solely responsible for all obligations and liabilities relating to the supply and sale of the goods and/or services to Cardmember. Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with merchant by the Cardmember. Whether or not such disputes be resolved (including but not limited to non-receipt of the goods and/or services), Cardmember shall not be relieved from his/her obligation to repay all moneys owing and the other liabilities towards Hang Seng in accordance with these Terms and Conditions and the Cardmember Agreement.**

12. For the purposes of effecting these Terms and Conditions, Cardmember agrees that Hang Seng can communicate and exchange his/her personal information with the merchant.

13. **When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card, Card Information and Authentication Factors and reported the loss, theft, misuse or disclosure as soon as reasonably practicable upon notice or suspicions thereof, subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees, the Cardmember shall be liable for all unauthorised Selected Merchant Instalment Plan transactions made before Hang Seng actually receives the loss, theft, misuse or disclosure report. The Cardmember shall be liable for all unauthorised Selected Merchant Instalment Plan transactions if the Cardmember has acted fraudulently or with gross negligence or has failed to follow the safeguards or comply with the Cardmember's obligations set out in the Cardmember Agreement.**

14. Hang Seng shall be entitled at any time with notice to the Cardmember (a) cancel or terminate the Selected Merchant Instalment Plan; (b) revise or add further provisions to these Terms and Conditions; and/or (c) demand Cardmember to repay all unpaid Instalment Amount or remaining outstanding balance immediately.

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

16. These Terms and Conditions are in addition to the Cardmember Agreement and in the event of any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions shall prevail. The Chinese translation is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.

ATM Terms and Conditions

The use of ATMs by a holder of a Platinum Mastercard Card or Gold Mastercard Card (a "Cardmember") shall be subject to all applicable provisions in The Hong Kong Jockey Club Membership Card Terms and Conditions - For Mastercard Cards set out above (the "Mastercard Card Terms") and the following terms and conditions. Each Cardmember who uses ATMs will be bound by all those provisions, terms and conditions.

1. Unless otherwise specified, words and expressions having defined meanings in the Mastercard Card Terms shall have the same meanings when used in these ATM Terms and Conditions.

2. The facilities and services provided by Hang Seng which may be accessed by a Card at ATMs shall be specified by Hang Seng from time to time. Hang Seng may add to, terminate or vary any such facilities and services at its discretion.

3. **Hang Seng shall also be entitled to charge fees for transactions effected through ATMs installed and operated by persons other than Hang Seng inside and/or outside the Hong Kong Special Administrative Region in such manner and at such rate as Hang Seng may at its discretion from time to time determine and announce. Any such fees may be varied in accordance with Clause 31 of the Mastercard Card Terms.**

4. **All withdrawal or transfer from any account concerned shall only be made if there are sufficient funds, or pre-arranged credit is available, in that account. If any withdrawal or transfer is made without sufficient fund or pre-arranged credit, the Cardmember shall repay to Hang Seng on demand the sum representing the shortfall or the amount of such withdrawal or transfer (as the case may be) together with interest thereon at such rate as Hang Seng may from time to time specify from the time the shortfall arises or the withdrawal or transfer is effected (as the case may be) up to the date of actual repayment (as well after as before judgment).**

5. **The liability of Hang Seng to the Cardmember for any loss or damage incurred or suffered by the Cardmember as a result of any failure, breakdown or malfunction of all or any of the facilities and services made available to his/her Card due to the negligence or wilful default of Hang Seng shall be limited to twice the value of the relevant transaction.**

6. The Cardmember hereby irrevocably authorises Hang Seng to debit from the relevant account(s) designated by the Cardmember to be operated by the use of his/her Card at ATMs the amount of any withdrawal, transfer and/or transaction involving such account(s) according to the records of Hang Seng. For any withdrawal, transfer or transaction carried out in any currency other than Hong Kong dollars, Hang Seng shall have complete discretion to convert such foreign currency by any lawful means at its disposal at the rate of exchange as conclusively determined by Hang Seng to be prevailing at the relevant time in the relevant foreign exchange market without reference to or consent from the Cardmember. **Hang Seng shall be entitled to charge a handling fee for each currency conversion at such rate(s) as Hang Seng may from time to time prescribe at its discretion.**
7. The records of Hang Seng in relation to any withdrawal, transfer and/or transaction involving the use of a Card at ATMs shall in all respects be conclusive against and binding on the Cardmember unless and until the contrary is established.
8. Unless otherwise announced by Hang Seng, cash and/or cheques may be deposited by the use of a Card at ATMs in any account with Hang Seng subject to the following: -
   (a) any cash and/or cheque so deposited shall not be treated as having been received by Hang Seng until after the verification of Hang Seng (such verification may not take place on the day of deposit) and, subject to such verification, Hang Seng is entitled not to credit the same to the relevant account which means that the funds will not be available for use;
   (b) the advice(s) issued by an ATM or by Hang Seng by any other means in respect of the acceptance of any such deposit represents only what has purportedly been deposited in the relevant account by the use of a Card at the ATM and shall in no way bind Hang Seng as to its correctness;
   (c) any deposit shall only be treated as having been received by Hang Seng upon its duly crediting the cash into the relevant account or (in the case of a cheque deposit) upon crediting the cheque into the relevant account subject to such cheque being honoured and paid.
9. **The Cardmember acknowledges and agrees that Hang Seng has the right to disclose in strict confidence to other persons such information concerning the Cardmember and his/her accounts with Hang Seng as may be necessary or required in connection with the processing of any transfer, withdrawal and/or transaction from or to any such account by the use of his/her Card at ATMs.**
10. No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these ATM Terms and Conditions.

Terms and Conditions for Hang Seng Credit Card +FUN Dollars

Hang Seng Credit Card "+FUN Dollars" (the "Membership Rewards Programme") are programmes offered by Hang Seng Bank Limited ("Hang Seng").

Eligibility

1. The Membership Rewards Programme is available to valid Hang Seng World Mastercard Card, Platinum Mastercard Card and The Hong Kong Jockey Club Membership Card (Platinum and Gold Mastercard Cards) from time to time issued by Hang Seng either as principal cards or supplementary cards (each a "Card" and collectively the "Cards"). For the avoidance of doubt, spending with any Card which has expired, is stolen or otherwise invalid in the opinion of Mastercard International Incorporated, and/or Hang Seng will not generate any +FUN Dollars or other privileges or benefits under the Membership Rewards Programme.

+FUN Dollars

2. Spending by a Cardmember for goods and services through each Credit Card Account ("Credit Card Account") and/or e-shopping Card Account (as defined in "The Hong Kong Jockey Club Membership Card Terms and Conditions - For Mastercard Cards" and "Hang Seng World Mastercard Card and Platinum Mastercard Card Cardmember Agreement (Individual)") will generate +FUN Dollars under the Membership Rewards Programme. Hang Seng and/or the Designated Merchants (to be defined in Clause 9) will from time to time inform the Cardmembers in their relevant marketing materials about the rate(s) at which +FUN Dollars are generated.

Bonus Period

3. +FUN Dollars will be accumulated for a period (the "Bonus Period") during which they may be redeemed in accordance with these Terms and Conditions. Subject to Clause 4, the length of a Bonus Period is 12 months or longer as Hang Seng may specify in the relevant marketing materials from time to time, except that the length of the first and the final Bonus Periods will depend on the date on which the Card is issued and terminated respectively. The last day of Bonus Period will be referred to as the "Bonus Closing Date".

Expiry

4. Hang Seng may from time to time prescribe (i) the Bonus Closing Date and (ii) a period or date falling after the Bonus Closing Date upon which any unredeemed +FUN Dollars will expire and be reset to zero.

Supplementary Cardmember

5. +FUN Dollars generated in respect of any supplementary Card will be attributed to the relevant principal Credit Card Account. Both the principal Cardmember and supplementary Cardmember may redeem +FUN Dollars.

Means of Indication

6. +FUN Dollars accumulated in respect of the Card(s) of the Cardmember will be indicated to the Cardmember on Card statement(s), notice(s), circular(s), or via other appropriate means (including electronic means).

Hang Seng's Records Conclusive

7. Hang Seng's computer records with respect to the Cardmember on +FUN Dollars accumulated and redeemed from time to time are conclusive and binding against the Cardmember unless and until the contrary is established.

No Cash Redemption

8. +FUN Dollars cannot be redeemed for cash.

Redemption of +FUN Dollars

9. Subject to Clause 5, +FUN Dollars may be redeemed by the Cardmember for goods and services prescribed by such merchants as Hang Seng may from time to time designate (the "Designated Merchants"). Hang Seng will from time to time update in <Terms and Conditions for Hang Seng Credit Card +FUN Dollars and Merchant Dollars Designated Merchants> and other relevant marketing materials the list of Designated Merchants and the relevant redemption details and conditions. If there is any earning and/or redemption of +FUN Dollars in any transaction which, in Hang Seng's reasonable opinion, involves any abusive or fraudulent behaviours which are invalid/ineligible for any +FUN Dollars, Hang Seng reserves the right to deduct the +FUN Dollars credited pursuant to such transactions from the Cardmember's credit card/spending card account at any time without prior notice. In the event that the relevant +FUN Dollars have already been redeemed, Hang Seng reserves the right to charge the equivalent value of such redeemed +FUN Dollars or the appropriate portion of +FUN Dollars amount awarded to the relevant credit card/spending card account on the conversion rate of HK$1 for every $1 +FUN Dollar at any time without prior notice. Hang Seng has the right to cancel any accumulated +FUN Dollars upon the termination (regardless of whether such termination is initiated by Hang Seng or by the Cardmember) of the relevant credit card/spending card and to charge the Cardmember for any unpaid +FUN Dollars amount on the conversion rate of HK$1 for every $1 +FUN Dollar unpaid in such circumstances.

Balance of Price

10. Any amount of a transaction not settled with +FUN Dollars must be paid by the Cardmember with his/her Card.

Beyond Hang Seng's Control

11. **Hang Seng will not be responsible for any delay or failure in redeeming any +FUN Dollars due to the refusal of any Designated Merchants and/or the failure and/or inadequacy of power or any electronic communication network beyond the reasonable control of Hang Seng, nor will Hang Seng be responsible in any way for any goods and/or services provided by any Designated Merchant. The Cardmember and the relevant Designated Merchant will resolve any complaint directly.**

Display and Treatment of Information

12. The Cardmember authorises the display and treatment of information relating to his/her Card Account(s) and +FUN Dollars recorded on such account(s) for the purpose of the Membership Rewards Programme and for the Cardmember's reference and redemption.

Changes to the Membership Rewards Programme and the Services

13. Hang Seng Bank may at any time with notice to the Cardmembers (i) enhance, replace and/or revise the types of benefits and privileges available under the Membership Rewards Programme and/or the Services; (ii) revise or add to these Terms and Conditions and (iii) suspend or terminate the Membership Rewards Programme and/or the Services.

Interpretation

14. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender.

Contracts (Rights of Third Parties) Ordinance

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

English Version to Prevail

16. The English version of these Terms and Conditions shall prevail whenever there is a discrepancy between the English and the Chinese versions.

The Hong Kong Jockey Club Membership Card Terms and Conditions - For Private Label Cards

The Hong Kong Jockey Club Membership Private Label Card (the "Card") is issued by Hang Seng Bank Limited ("Hang Seng") for The Hong Kong Jockey Club (the "Club") pursuant to The Hong Kong Jockey Club Membership Card Programme (the "Programme") subject to the following terms and conditions ("these Terms") as membership cards to (A) certain categories of members designated by the Club and (B) members of the Club of other categories who opt for the Card instead of a Mastercard credit card (each a "Principal Cardmember" and collectively the "Principal Cardmembers"), and the respective Spouses and Unmarried Children/Overseas Students collectively "Children") of such members and each Cardmember will be bound by these Terms.

1. (a) A Principal Cardmember may authorise (subject to the agreement of the Club) Hang Seng to issue a Card to his/her spouse and each or any of his/her Children (each a "Supplementary Cardmember").

   (b) in these Terms the term "Cardmember" includes, where the Context permits or requires, a Principal Cardmember and a Supplementary Cardmember and their respective personal representatives and lawful successors.

   (c) For the purposes of these Terms: -

      (i) "Absent Member" means any person as Hang Seng may have been notified by the Club to be registered as such by the Club in accordance with the Articles of Association of the Club;

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

      (iii) "Corporate Member" means any person whose name has been entered into the Corporate Members' Register of the Club;

      (iv) "Corporate Nominee" means, in respect of a Corporate Member, any person as Hang Seng may have been notified by the Club to be the nominee of that Corporate Member;

      (v) "Managing Partner", in respect of a Partnership, means any Cardmember as Hang Seng may have been notified by the Club to be the managing partner of that Partnership from time to time;

      (vi) "Partnership" means a partnership approved and registered by the Club pursuant to the Rules of Racing of the Club;

      (vii) "Partnership Account" means the account opened and maintained by a Managing Partner with Hang Seng in accordance with Clause 11(b);

      (viii) "Syndicate" means a syndicate approved and registered by the Club pursuant to the Rules of Racing of the Club;

      (ix) "Syndicate Account" means the account opened and maintained by a Syndicate Treasurer with Hang Seng in accordance with Clause 11(b); and

      (x) "Syndicate Treasurer", in respect of a Syndicate, means any Cardmember as Hang Seng may have been notified by the Club to be the treasurer of that Syndicate from time to time.

   (d) Under the Programme, certain categories of members of the Club have the right to request Hang Seng to issue to him/her a Club membership card which is a Mastercard credit card (instead of a Card) and to issue (subject to the agreement of the Club) to his/her spouse and each or any of his/her Children a supplementary membership card which is a Card. These Terms shall apply to the spouse and each of the Children of any such member to whom Hang Seng has issued a Card. Further, in that case, the references in these Terms to "Principal Cardmember" shall include any such member and, notwithstanding that Hang Seng has issued a Mastercard credit card (and not a Card) to him/her, these Terms shall apply to him/her to the extent that he/she is responsible as a "Principal Cardmember", and references to his/her "Card" shall mean the Mastercard credit card issued by Hang Seng to him/her under the Programme.

   (e) Under the Programme:

      (i) the Cards issued by Hang Seng to Absent Members and their Supplementary Cardmembers upon the request of the Absent Members and subject to the Club's approval are valid for specified periods on a temporary basis and such Cards may be in any documentary form;

      (ii) Hang Seng may issue Cards to Corporate Nominees subject to the Club's approval.

2. Each Cardmember must sign the Card immediately upon receipt and shall be fully responsible for any failure or delay in so doing.

3. All Cards shall remain the joint property of the Club and Hang Seng and shall be returned to Hang Seng by Cardmembers immediately upon the request of the Club or Hang Seng. A Principal Cardmember shall procure the return of Cards by his/her Supplementary Cardmembers upon the request of the Club or Hang Seng.

4. Each Card is not transferable and shall only be used by the Cardmember to whom it is issued exclusively for purposes designated or allowed by the Club and Hang Seng.

5. Hang Seng shall waive the annual fees of the Cards during the continuation of the Programme.

6. Each Cardmember shall assume full responsibility for all debts and liabilities incurred and transactions effected by the use of his/her Card and/or in connection with his/her membership with the Club (whether or not authorised or whether such use is by a third party unless Clause 18(b) applies) and for all costs, expenses, charges and fees in respect thereof (including, without limitation, legal fees on a full indemnity basis) reasonably incurred by Hang Seng in enforcing these Terms and/or recovering any sum owed by the Cardmember to Hang Seng.

7. (a) (i) The Principal Cardmember shall be liable for all debts and liabilities incurred and transactions effected by the Principal Cardmember and each Supplementary Cardmember by use of their Cards and/or in connection with their membership with the Club from time to time.

(ii) Each Supplementary Cardmember shall be liable only for all debts and liabilities incurred and transactions effected by him/her from time to time.

(iii) For the avoidance of doubt, Hang Seng is entitled to recover all or any debts and liabilities of a Supplementary Cardmember from either the Principal Cardmember or the Supplementary Cardmember or both.

(b) The Syndicate Treasurer and the Managing Partner shall be solely liable for the total amount of all debts, liabilities, obligations, costs, fees, charges and expenses debited or to be debited to the Syndicate Account and the Partnership Account respectively from time to time notwithstanding that any such amount is incurred by other members of the Syndicate or the Partnership (as the case may be) or that such other members are not liable therefor or bound by these Terms.

8. Each Cardmember shall be entitled to use his/her Card as a Club membership card to obtain goods and services at the Club, any outlet owned or operated by the Club and any merchant designated by the Club and Hang Seng, and to enjoy other facilities and privileges offered by the Club to the Cardmember from time to time.

9. Hang Seng shall not in any way be responsible for the refusal or failure of the Club or any merchant, for any reason, to accept or honour the Card nor shall Hang Seng be responsible in any way for the goods, services and/or facilities supplied to any Cardmember, any Syndicate, any Partnership and their respective members or any other person. Neither shall Hang Seng be responsible for any matter relating to a Cardmember's membership or status with the Club or any dealing between a Syndicate or a Partnership (and their respective members) with the Club. **Any complaint by a Cardmember, a Syndicate or a Partnership (or their respective members) shall be resolved by the Cardmember or the Syndicate or Partnership (and their respective members) with the Club or the relevant merchant and no claim or dispute of any nature between such parties may be the subject of set-off or counter-claim against Hang Seng.**

10. No Cardmember is entitled to any cash advance by use of his/her Card.

11. **(a) Each Cardmember shall open and maintain a Card account (the "Card Account") to the satisfaction of Hang Seng** to which the following sums shall be debited: -

    (i) the values of all the issued sales slips relating to the transactions effected by the Cardmember by use of his/her Card;

    (ii) any sums due by the Cardmember to the Club arising from or in connection with his/her membership or status with the Club as the Club may advise Hang Seng from time to time;

    (iii) any finance charges and interest as provided in Clauses 15(a) and 24(d); and

    (iv) all other fees, charges and expenses which may be owed by the Cardmember to Hang Seng from time to time in connection with the use of his/her Card or otherwise under these Terms.

    (b) Each Syndicate Treasurer and each Managing Partner shall open and maintain a Syndicate Account and a Partnership Account respectively to the satisfaction of Hang Seng to which the following sums shall be debited: -

    (i) any sums due by the Syndicate or the Partnership (as the case may be) to the Club as the Club may advise Hang Seng from time to time;

    (ii) any finance charges and interest as provided in Clauses 15(a) and 24(e); and

    (iii) all other fees, charges and expenses which may be owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng from time to time under these Terms.

    (c) For the avoidance of doubt, no syndicate membership card or partnership membership card will be issued under the Programme by Hang Seng to a Syndicate, a Partnership, the Syndicate Treasurer, the Managing Partner or any member of the Syndicate or Partnership and no membership card will be issued to a Corporate Member.

12. Each Cardmember, Syndicate Treasurer and Managing Partner authorise Hang Seng to accept any advice of the Club referred to in Clauses 11(a)(ii) and 11(b)(i) as conclusive evidence of their respective liabilities to the Club (unless and until the contrary is established) and debit the relevant sums to the Card Account of the Cardmember, the Syndicate Account and the Partnership Account respectively without obtaining further proof or records and without prior notice to or consent of the Cardmember, the Syndicate Treasurer or the Managing Partner.

13. (a) No interest will accrue on credit balance in a Card Account, Syndicate Account or a Partnership Account.

    (b) Each Cardmember agrees that Hang Seng may debit his/her Card Account to make a partial or full refund of his/her credit balance by any means determined by Hang Seng, including making a transfer to any of the Principal Cardmember's bank accounts with Hang Seng or sending a cashier's order to the address designated by the Principal Cardmember, at any time without prior notice.

14. (a) Unless otherwise agreed with the relevant Cardmember, Syndicate Treasurer or Managing Partner, Hang Seng will supply account statements in respect of each Card Account, each Syndicate Account and each Partnership Account at monthly intervals ("Account Statements") on such date and setting out such details (as Hang Seng in consultation of the Club may from time to time determine) of all sums debited and credited to the Card Account, the Syndicate Account and the Partnership Account respectively during the relevant statement period. The Account Statements will also indicate the debit balance on the Card Account of the Cardmember, the Syndicate Account and the Partnership Account respectively for the relevant month owed by the Cardmember, the Syndicate Treasurer and the Managing Partner to Hang Seng (the "New Balance") and the date on which the New Balance is due (the "Payment Due Date").

    (b) Hang Seng will have the discretion whether to supply an Account Statement if (i) there are no entries covering the relevant statement period and credit or debit balance on the Card Account, the Syndicate Account or the Partnership Account (as the case may be) since the last Account Statement is less than HKD 10 or the equivalent amount in foreign currency (or such other amount as determined by Hang Seng from time to time) or (ii) where the Card has been cancelled or terminated by Hang Seng or the Cardmember for whatever reason or where the Syndicate or the Partnership has been dissolved and there is a debit balance in the Card Account, the Syndicate Account or the Partnership Account (as the case may be) overdue for such period considered by Hang Seng to be unacceptable.

    (c) Without prejudice to the provisions of Clauses 24 and 25, when a Card has been cancelled or terminated by the Cardmember or Hang Seng or when a Syndicate or a Partnership has been dissolved or when a Syndicate Account or a Partnership Account has been terminated, it is the duty of the Cardmember, the Syndicate Treasurer or the Managing Partner to request for updated Account Statement or to inquire with Hang Seng from time to time on the outstanding balance of the Card Account, the Syndicate Account or the Partnership Account for repayment purpose and interest and finance charge (where applicable) shall continue to accrue thereon until full repayment.

    (d) All Account Statements shall be sent by Hang Seng to the address designated by the Principal Cardmember whether they relate to the Principal Cardmember or any of his/her Supplementary Cardmembers.

    (e) Each Account Statement shall be accepted by the relevant Cardmember or Syndicate Treasurer or Managing Partner (as the case may be) as correct except to the extent that the Cardmember, the Syndicate Treasurer or the Managing Partner notifies Hang Seng, in writing, of any alleged error or omission within 60 days from the Account Statement date. Hang Seng's records shall, in all other respects, be conclusive unless and until the contrary is established. Hang Seng shall be entitled to charge a fee for over three months' Account Statement retrieval.

15. Unless otherwise agreed by Hang Seng each Cardmember, Syndicate Treasurer and Managing Partner shall pay promptly the New Balance specified in the relevant Account Statement on or before the Payment Due Date (which shall not be less than three weeks after the Account Statement date) specified in that Account Statement or otherwise upon suspension or termination of his/her Card in accordance with Clause 24(b). If Hang Seng has not actually received payment of the New Balance in full on or before the Payment Due Date on which it is due, the Cardmember, the Syndicate Treasurer or the Managing Partner (as the case may be) shall pay: -

    (a) a finance charge on all sums for the time being outstanding from the Cardmember, the Syndicate Treasurer or the Managing Partner to Hang Seng on a daily basis at such rate as Hang Seng may from time to time prescribe at its discretion; and

    (b) an additional late charge at such rate as Hang Seng may from time to time prescribe at its discretion.

16. (a) Payments received by Hang Seng in respect of a Card Account will be applied in the following order in or towards payment of: -

    (i) any outstanding finance charges;

    (ii) the New Balance specified in the last Account Statement;

    (iii) any outstanding amount incurred by or for the account of the relevant Cardmember during the current statement period and all relevant fees and charges; and

    (iv) any other amount owed by the relevant Cardmember to Hang Seng arising from or in connection with his/her Card or otherwise under these Terms.

    (b) Payments received by Hang Seng in respect of a Syndicate Account or a Partnership Account will be applied in the following order in or towards payment of: -

    (i) any outstanding finance charges;

    (ii) the New Balance specified in the last Account Statement;

    (iii) any outstanding amount in respect of liabilities incurred during the current statement period; and

    (iv) any other amount owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng under these Terms.

17. Each Cardmember shall at all times safeguard his/her Card and Card Information, and report the loss, theft, misuse or disclosure in accordance with Clause 18(a), in particular: -

(i) The Cardmember should not disclose any Card Information or transfer the Card to any person or permit any person to use the Card and/or Card Information (including the staff of Hang Seng and the Club);

(ii) The Cardmember shall ensure all contact details (including telephone numbers, residential address, office address, e-mail address or any means of contact) registered with Hang Seng for the purpose of receiving important notifications are up-to-date to allow the relevant notifications to be delivered to the Cardmember on a timely basis.

18. (a) Upon notice or suspicion of (i) any loss, theft, misuse or disclosure of the Card and/or Card Information or (ii) any unusual or unauthorised transaction, it shall be the duty of the Cardmember to notify Hang Seng as soon as reasonably practicable: -

(i) through online channels designated by Hang Seng from time to time; or

(ii) in writing addressed to Hang Seng at such location as Hang Seng may from time to time notify; or

(iii) by telephone at such telephone numbers as Hang Seng may from time to time prescribe (and Hang Seng may ask the Cardmember to confirm in writing with any details given).

(b) When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card and Card Information and reported the loss, theft, misuse or disclosure as soon as reasonably practicable upon notice or suspicions thereof: -

(i) the Cardmember shall not be liable for any unauthorised transactions effected after Hang Seng actually receives the loss, theft, misuse or disclosure reports;

(ii) subject to Clause 18(c), the Cardmember's liability for all unauthorised transactions effected before Hang Seng actually receives the loss, theft, misuse or disclosure report shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmembers from time to time;

(c) The maximum liability referred to in Clause 18(b)(ii) above do not apply and the Cardmember shall be liable for all unauthorised transactions if the Cardmember has acted fraudulently or with gross negligence in using or safeguarding the Card and/or Card Information. The Cardmember's failure to comply with the Cardmember's obligations set out in Clause 17 or 18, or failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card and/or Card Information will be treated as the Cardmember's gross negligence.

(d) Hang Seng may at its discretion act on any form of notice purportedly given by a Cardmember and any action so taken by Hang Seng shall not render Hang Seng howsoever liable to the Cardmember or otherwise discharge any liability of the Cardmember.

19. Hang Seng may at its discretion and on such terms and conditions and **at such charges** agree to issue a replacement Card for any Card which is damaged, lost or stolen.

20. The Cardmember will act in good faith in relation to all dealings with the Club and Hang Seng, and will notify the Club and Hang Seng of any change of employment, business, residential address or work place address or telephone number(s).

21. (a) The Principal Cardmember and his/her Supplementary Cardmembers may obtain, through the Customer Service Enquiry Hotline made available by Hang Seng, such information and details as Hang Seng may determine from time to time in relation to all or any of their Card Accounts, transactions effected by all or any of them and dealings by all or any of them with Hang Seng.

(b) Hang Seng shall be entitled to prescribe from time to time the telephone number for the Customer Service Enquiry Hotline and the information required to be provided by the caller for the purpose of using the Customer Service Enquiry Hotline.

(c) Provided that Hang Seng has acted in good faith, it shall not be liable for providing any information or details through the Customer Service Enquiry Hotline to any unauthorised person who purports to be the Principal Cardmember or any of his/ her Supplementary Cardmembers.

22. Hang Seng shall not employ any debt collection agency in relation to any Cardmember as long as he/she remains a member of the Club or a person designated by the Club to be eligible to use a Card or a Mastercard card under the Programme. **Where Hang Seng is entitled to employ any debt collection agency, the relevant Cardmember shall be liable for all costs and expenses reasonably incurred by Hang Seng as a result.**

23. Collection and disclosure of information of the Cardmember

(a) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Collection, use and sharing of Cardmember Information

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

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

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

COLLECTION

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

USE

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

SHARING

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

THE CARDMEMBER'S OBLIGATIONS

(iv) The Cardmember agrees to supply Cardmember Information, and to inform Hang Seng promptly and in any event, within 30 days in writing if there are any changes to Cardholder Information supplied to Hang Seng or a member of the HSBC Group from time to time, and to respond promptly to any request for Cardmember Information from Hang Seng or a member of the HSBC Group.

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

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

(vii) Where

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

Hang Seng may:

(A) be unable to provide new, or continue to provide all or part of the Services to the Cardmember and reserve the right to terminate Hang Seng's relationship with the Cardmember;

(B) take actions necessary for Hang Seng or a member of the HSBC Group to meet the Compliance Obligations; and

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

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

(c) Financial Crime Risk Management Activity

(i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Cardmember, or on the Cardmember's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Cardmember Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Cardmember or a Connected Person.

(ii) Hang Seng and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Cardmember's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither Hang Seng nor any member of the HSBC Group shall be liable to the Cardmember or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Cardmember or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax Compliance

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

(e) Miscellaneous

(i) In the event of any conflict or inconsistency between any of this Clause and the provisions in or governing any other service, product, business relationship, account or agreement between the Cardmember and Hang Seng, this Clause shall prevail.

(ii) If all or any part of the provisions of this Clause become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause in that jurisdiction.

(f) Survival upon termination

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

24. (a) (i) A Principal Cardmember may cancel or terminate his/her Card at any time by giving reasonable written notice to Hang Seng and returning the principal Card and any supplementary Card at the same time, such cancellation or termination to be effective upon Hang Seng actually receiving such notice and Card(s). Where any supplementary Cards are issued, the Principal Cardmember or the Supplementary Cardmember may cancel or terminate the relevant supplementary Card by giving written notice to Hang Seng and returning the relevant supplementary Card at the same time, such cancellation or termination to be effective upon Hang Seng actually receiving such notice and Card. **All returned Cards must be cut. The Principal Cardmember shall be liable for all payments arising from the use of the principal Card and any supplementary Card and each Supplementary Cardmember shall be liable for all payments arising from his/ her use of the supplementary Card until the relevant Cards have been returned to Hang Seng or until Hang Seng is able to implement the procedures applicable to lost Cards. Any related charges arising from such procedures shall be borne by the Principal Cardmember or the relevant Supplementary Cardmember.**

(ii) A Principal Cardmember who has applied to the Club to become an Absent Member shall terminate his/her Card and all and any supplementary Cards in accordance with Clause 24(a)(i).

(b) Notwithstanding any provisions in these Terms, Hang Seng may upon notification to the Club suspend and with the Club's consent terminate any Card at any time without prior notice to the Cardmember except that such notification or consent is not required where Hang Seng is allowed or required by any law, court orders, rules, guidelines and/or codes applicable from time to time to suspend or terminate any Card or where the Programme is terminated or where Hang Seng is of the reasonable opinion that suspension or termination of any Card is appropriate in the circumstances to protect the interest of the Cardmember, the Club and/or Hang Seng.

(c) Notwithstanding any provisions in these Terms, Hang Seng shall have the right to suspend or terminate a Syndicate Account or a Partnership Account and refuse to reactivate it or make any further debit to it or open a succeeding Syndicate Account or Partnership Account in the name of a succeeding Syndicate Treasurer or Managing Partner (as the case may be) if any New Balance remains outstanding after the relevant Payment Due Date.

(d) Upon suspension or termination of a Card by the Cardmember or by Hang Seng for whatever reason, all sums owing by the Cardmember to Hang Seng in connection with his/her Card or otherwise under these Terms (whether debited to the Card Account or not and whether incurred or discovered before or after such suspension or termination) shall become immediately due and payable without demand and (where applicable) upon incurrence or discovery of the relevant indebtedness. The Cardmember or (if applicable) his/her estate shall be liable for settling such sums. Hang Seng shall be entitled to charge interest at such rate as Hang Seng may from time to time at its discretion specify on any unpaid sums on a daily basis from the date of suspension or termination of the Card or (where applicable) from the date of incurrence or discovery of the relevant indebtedness until Hang Seng shall have actually received payment (whether before or after judgment).

(e) Upon suspension or termination of a Syndicate Account or a Partnership Account or the dissolution of a Syndicate or a Partnership, all sums owing by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng under these Terms (whether debited to the Syndicate Account or the Partnership Account or not and whether incurred or discovered before or subsequent to such suspension, termination or dissolution) shall become immediately due and payable without demand and (where applicable) upon incurrence or discovery of the relevant indebtedness. The Syndicate Treasurer or the Managing Partner (as the case may be) shall be liable for settling such sums. Hang Seng shall be entitled to charge interest at such rate as Hang Seng may from time to time at its discretion specify on any unpaid sums on a daily basis from the date of such suspension, termination or dissolution or (where applicable) from the date of incurrence or discovery of the relevant indebtedness until Hang Seng shall have actually received payment (whether before or after judgment). Such suspension, termination or dissolution shall not affect, reduce or delay any liabilities or obligations of the Syndicate Treasurer or the Managing Partner (as the case may be) due, owing or incurred prior to suspension, termination or dissolution.

25. Suspension or termination of any Card for whatever reason shall be without prejudice to the right of Hang Seng to settle any transaction effected by the Cardmember or debit any amount to his/her Card Account in accordance with any advice given by the Club, whether such transaction or debit is effected before or after suspension or termination of the Card. **Further, suspension or termination of any Card for whatever reason shall not affect, reduce or delay any liabilities or obligations of the Cardmember due, owing or incurred prior to such suspension or termination.**

26. (a) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Principal Cardmember's account, whether in the name of the Principal Cardmember or in the names of the Principal Cardmember and any other person(s), in or towards satisfaction of any indebtedness owing by the Principal Cardmember and/or any Supplementary Cardmember to Hang Seng under these Terms whether actual or contingent.

Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Supplementary Cardmember's account, whether in the name of that Supplementary Cardmember or in the names of that Supplementary Cardmember and any other person(s), in or towards satisfaction of any indebtedness owing by that Supplementary Cardmember to Hang Seng in respect of use of his/her Card.

In the case of a joint account where the Principal Cardmember or the Supplementary Cardmember is one of the joint account holders, Hang Seng may exercise the rights in Clause 26(a) and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owing to Hang Seng by such Principal or Supplementary Cardmember.

(b) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any account of a Syndicate Treasurer or a Managing Partner in or towards satisfaction of any indebtedness owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng under these Terms whether actual or contingent.

(c) Hang Seng shall be entitled to exercise a lien over all property of the Principal Cardmember which is in the possession or control of Hang Seng for custody or any other reason and whether or not in the ordinary course of business, with power for Hang Seng to sell such property to satisfy such indebtedness owed by the Principal Cardmember and/or any Supplementary Cardmember to Hang Seng.

Hang Seng shall be entitled to exercise a lien over all property of the Supplementary Cardmember which is in the possession or control of Hang Seng for custody or any other reason and whether or not in the ordinary course of business, with power for Hang Seng to sell such property to satisfy such indebtedness owed by that Supplementary Cardmember to Hang Seng.

(d) Hang Seng shall be entitled to exercise a lien over all property of a Syndicate Treasurer or a Managing Partner which is in possession or control of Hang Seng for custody or any other reason and whether or not in its ordinary course of business, with power for Hang Seng to sell such property to satisfy any indebtedness owed by the Syndicate Treasurer or the Managing Partner (as the case may be) to Hang Seng.

(e) For the avoidance of doubt, Clause 26 shall not be applied against a Supplementary Cardmember to satisfy any indebtedness owed by the Principal Cardmember to Hang Seng under these Terms.

27. (a) Hang Seng shall obtain the written consent of the Club (which shall not be unreasonably withheld) before: -

(i) introducing items of fees and charges additional to those specified in paragraph (b) below; or

(ii) making any changes to these Terms to reflect arrangements specific to the Programme.

(b) Subject to paragraph (a) above, Hang Seng shall be entitled to prescribe, from time to time, fees and charges payable in respect of the use of the Card and/or services in connection with the Card. Any such fees may be varied subject to Hang Seng's written notice given to the Cardmember for a period of not less than 60 days unless the variation is beyond the control of Hang Seng in which case reasonable notice will be given. Fees and charges currently payable include: -

(i) late charge;
(ii) finance charge on all outstanding balance;
(iii) card replacement fee;
(iv) handling fee for: -
(1) returned cheque or auto-pay rejection;
(2) retrieval of statement dated over three months' ago;
(3) payment by cheque or cashier order denominated in a currency other than Hong Kong dollar;
(4) refunding credit balance in card account by cashier order;
(5) issuing credit reference letter; and
(v) fees and charges beyond the control of Hang Seng and imposed by third parties.

(c) Subject to paragraph (a) above, Hang Seng shall be entitled to revise these Terms from time to time and any revision to these Terms shall become effective subject to Hang Seng's written notice given to the Cardmember for a period of not less than 30 days for any variations affecting the liabilities or obligations of the Cardmember or for such reasonable period as Hang Seng may prescribe in the case of any other variations

28. The Programme may be terminated and the manner in which it is operated may be amended or varied subject to the prior written consent of the Club and no such termination, amendment or variation shall affect, reduce or delay any liabilities or obligations of any Cardmember, Syndicate Treasurer or Managing Partner due, owing or incurred prior to such termination, amendment or variation.

29. Unless due to the negligence or wilful default of Hang Seng, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, Hang Seng does not assume any liability or responsibility to any Cardmember or any third party for the consequences arising out of or in connection with: -

(a) access to the use of the Card by the Cardmember or any other person whether or not authorised, unless Clause 18(b) applies or unless the Card has not been received by the Cardmember;

(b) any interruption, suspension, delay, loss, mutilation or other failure in transmission of the Cardmember's instructions or other information howsoever caused; and/or

(c) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the performance of Hang Seng's functions under these Terms, Acts of God or any other causes beyond the reasonable control of Hang Seng,

Provided that Hang Seng will bear the direct loss suffered by the Cardmember (to the extent of any amount wrongly posted to the Card Account and any interest thereon) arising from the use of counterfeit Card by a third party.

30. Any Account Statement, notice or other communication relating to a Syndicate Account or a Partnership Account shall be sent to the Syndicate Treasurer and the Managing Partner respectively. Any Account Statement, notice or other communication given by Hang Seng to a Cardmember, Syndicate Treasurer or a Managing Partner shall be deemed to have been received by the Cardmember, the Syndicate Treasurer or the Managing Partner two days after posting, unless proved otherwise. Items sent to the Cardmember, the Syndicate Treasurer or the Managing Partner are sent at their respective risk. All notices or other communications sent by a Cardmember, Syndicate Treasurer or Managing Partner to Hang Seng shall be deemed to have been received by Hang Seng two days (if posted in Hong Kong) and seven days (if posted by first class mail outside Hong Kong) after posting unless proved otherwise, except that notice of termination or loss of Card shall be effective on proof of receipt.

31. (a) Hang Seng may (but shall not be obliged to), and the Cardmember expressly authorises Hang Seng to, record by tape or other means all instructions and requests given by any Cardmember verbally to Hang Seng and all other verbal communications between the Cardmember and Hang Seng in connection with the Card including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). **Each Cardmember expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of Hang Seng, shall be conclusive evidence between Hang Seng and the Cardmember as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute.**

(b) Hang Seng reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, Hang Seng reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as Hang Seng may consider appropriate.

32. These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Hang Seng and each Cardmember submit to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but these Terms may be enforced in the Courts of any competent jurisdiction.

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

34. The English version of these Terms shall prevail wherever there is a discrepancy between the English and the Chinese versions.

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

36. Each of the provisions of these Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

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

(b) Any fee or charge referred to in these Terms is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the relevant obligor at the same time as it pays the relevant fee or charge.

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