

## Hang Seng "Self-fulfilment" Interest-free Instalment Plan

**"Self-fulfilment" Interest-free Instalment Plan**  
**No more hassles with a simple and easy calculation**  
**Hang Seng Personal Loan Always here to help!**

Interest waiver throughout the tenor regardless of the instalment amount and repayment period. Monthly handling fee is as low as HK\$39<sup>(1)</sup>.

For every HK\$10,000 instalment amount and a repayment period of 12 months:

$$\text{Principal } \$10,000 \div 12 \text{ Months} + \text{Monthly Handling Fee}^* \$39 = \text{Monthly Repayment Amount } \$872.4$$

\* The above example is based on every instalment amount of HK\$10,000 with a monthly handling fee of 0.39% for an instalment amount of HK\$200,000 or above.

Monthly Repayment Table <sup>(2)</sup>

Instalment Amount (HK\$)	Monthly Handling Fee (Based on every HK\$10,000 instalment amount)	Monthly Repayment Amount (Based on every HK\$10,000 instalment amount) (APR)				
		12 Months	18 Months	24 Months	36 Months	48 Months
\$5,000 - \$14,999	\$85	\$918.40 (19.94%)	\$640.60 (20.18%)	\$501.70 (20.15%)	\$362.80 (19.86%)	\$293.40 (19.47%)
\$15,000 - \$49,999	\$69	\$902.40 (16.01%)	\$624.60 (16.25%)	\$485.70 (16.27%)	\$346.80 (16.10%)	\$277.40 (15.86%)
\$50,000 - \$199,999	\$59	\$892.40 (13.60%)	\$614.60 (13.82%)	\$475.70 (13.86%)	\$336.80 (13.77%)	\$267.40 (13.59%)
\$200,000 or above	\$39	\$872.40 (8.87%)	\$594.60 (9.04%)	\$455.70 (9.10%)	\$316.80 (9.10%)	\$247.40 (9.03%)

- The minimum instalment amount must be HK\$5,000.

If customer's instalment application cannot meet our approval requirements, Hang Seng Bank Limited ("Hang Seng") may approve a loan to individual customers on a case-by-case basis but the handling fee offered may be adjusted. For details, please contact Hang Seng's staff. Customers will be notified of the relevant adjusted handling fee upon loan approval. If customer agrees to accept such loan, Hang Seng will credit the loan amount to the designated bank according to normal procedures.



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## “Self-fulfilment” Interest-free Instalment Plan

### High Instalment Amount Making Your Dreams Come True

The instalment amount is up to HK\$800,000 or six times of your monthly salary <sup>(3)</sup> (whichever is lower).

### Long Repayment Period of up to 48 Months

Choose your own repayment period from 12 to 48 months. Please refer to the Monthly Repayment Table for details.

### Same Day Approval and Cash Disbursement <sup>(4)</sup>

Apply and submit the required documents, and get approval the same morning. The cash will be ready for you to draw via ATM in the afternoon <sup>(5)</sup>.

### Easy Repayment

Repay by autopay through your Hang Seng Bank Account for extra convenience.

### Top-up Loan <sup>(8)</sup> No Income Proof is Required

You are eligible to apply for a top-up loan on your repaid principal amount <sup>(6)</sup>. No income proof is required.

### Apply Now

- Call **24-hour Personal Loan Application Hotline 2812 8000**
- Send an SMS to **6111 1100** <sup>(7)</sup> (input your name, instalment amount and repayment period in months in sequence), e.g. Andy Wong, 50000, 24.
- Apply via **hangseng.com/loan** or **Hang Seng Personal e-Banking**. Upon successful application, you will have a chance to enjoy the **10% Loan Amount Rebate Offer** <sup>(8)</sup>
- Complete and return your application form:
  - By fax to 2997 2885 or By hand / mail to any of the Hang Seng branches or MTR offices

**Customer Enquiries ■ 2812 8000 ■ hangseng.com/loan**



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### Terms and Conditions:

- (1) The calculation is based on every instalment amount of HK\$10,000 with a monthly handling fee of 0.39% for an instalment amount of HK\$200,000 or above (HK\$10,000 x 0.39% = HK\$39). Handling fees for the "Self-fulfilment" Interest-free Instalment Plan vary according to the instalment amount. For details, please refer to the monthly repayment table.
- (2) The monthly handling fee for an instalment amount of HK\$5,000-HK\$14,999 is 0.85% of the principal. The monthly handling fee for an instalment amount of HK\$15,000-HK\$49,999 is 0.69% of the principal. The monthly handling fee for an instalment amount of HK\$50,000-HK\$199,999 is 0.59% of the principal. The monthly handling fee for an instalment amount of HK\$200,000 or above is 0.39% of the principal. Please refer to the relevant monthly repayment table for the annualised percentage rates (APRs). The APRs shown in the monthly repayment tables are calculated using the Net Present Value Method in accordance with the Code of Banking Practices. The said handling fee together with the monthly repayment amount will be debited from the repayment account on the due date.
- (3) The final approved instalment amount which is calculated by way of monthly salary multiple is subject to change in accordance with the circumstances of individual cases.
- (4) Same day approval and cash disbursement is only applicable to customers applying for the "Self-fulfilment" Interest-free Instalment Plan via the Hang Seng 24-hour Personal Loan Application Hotline, in person at any branch of Hang Seng or online. Customers are required to maintain a specified Hang Seng repayment account to enjoy such service. Generally, applications will be assessed and, if approved, the instalment amount will be available on the same working day if Hang Seng receives all the required documents by 12:00 noon from Monday to Friday, subject to the actual situation from time to time. Applications received on Saturday, Sunday or Public Holiday will be processed on the next working day.
- (5) Only applicable to customers with a Hang Seng Bank account.
- (6) Customers are eligible to apply for a Top-up Loan on the repaid principal amount if a minimum of one instalment is made, the repaid principal amount is over HKD3,000 and a punctual repayment record is maintained. For the detailed terms and conditions, please refer to the relevant application form.
- (7) Customers can apply by sending an SMS via their mobile phones stating their (i) Chinese or English name, (ii) instalment amount, and (iii) repayment period in months to 6111 1100 (For example, Andy Wong, 50000, 24). Upon receiving your SMS, Hang Seng will arrange for a follow-up call to the number from which the SMS was sent within 24 hours. 24-hour follow up is only applicable to SMS applications sent from Monday to Friday. If customers send an SMS on Saturday, Sunday, Public Holiday or on the eve of these days, our staff will follow up by calling customers on the next working day. Telephone network providers will charge a fee for the SMS, which will be in accordance with individual phone network providers' fee schedules.
- (8) For the related terms and conditions for this online promotion, please visit [hangseng.com/loan](http://hangseng.com/loan).

Promotion period from 24 October 2009 to 31 December 2010.

Remarks: Hang Seng reserves the right to terminate the above offers and instalment application at any time or to vary the same and the related terms and conditions from time to time. In case of any dispute relating to any of the above offers and instalment application, Hang Seng's record shall be conclusive and Hang Seng reserves the right of final decision.

For the promotion details, monthly handling fees, terms and conditions, please contact Hang Seng's staff or refer to the application form.



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# Hang Seng "Self-fulfilment" Interest-free Instalment Plan Application Form

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

LB

Please complete in **BLOCK letters** & "✓" where appropriate.

To facilitate our processing, please complete and return this application form with copies of the following documents to any Hang Seng branch or by mail to PO Box 74147, Kowloon Central Post Office. All documents including the enclosed application form supplied are not returnable.

- HKID Card
- Income proof, please enclose: Bank account monthly statement/passbook showing your latest one month's salary (if you have maintained a payroll account with Hang Seng for the past one month, no income proof is required)
- Current residential address proof, e.g. utility bills, bank statement
- If self-employed, please enclose: Business Registration Certificate

Note: Applicant must be a Hong Kong permanent resident aged 18 or above in full-time employment and minimum monthly income is HK\$5,000. Hang Seng reserves the right to request for additional income proof if required.

### Personal Information

English Name as printed on HKID Card  Mr  Mrs  Miss  Ms  
Surname \_\_\_\_\_ Given Name \_\_\_\_\_  
Name in Chinese \_\_\_\_\_

HKID Card No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
Nationality \_\_\_\_\_

Marital Status  Single  Married  Divorced  Others No. of Dependents \_\_\_\_\_

Education Level  University or Above  Post Secondary  
 Secondary Completed  Other

Residential Status  
 Owned Property (Without Mortgage)  
 Mortgaged Monthly Instalment **you are responsible** HK\$ \_\_\_\_\_  
 Rented  
 Live with Parents  
 Quarters  
 Others Please Specify \_\_\_\_\_

Residential Address (in English BLOCK letters) Flat/Room \_\_\_\_\_ Floor \_\_\_\_\_ Block \_\_\_\_\_  
Building/Estate \_\_\_\_\_  
Street No. and Name \_\_\_\_\_  
District Area \_\_\_\_\_  
 HK  KLN  NT  Outlying Islands Year(s) of Residence at Present Address \_\_\_\_\_ Y \_\_\_\_\_ M \_\_\_\_\_  
Residential Tel. No. \_\_\_\_\_ Pager/Mobile Tel. No. \_\_\_\_\_  
Email Address (Maximum 35 characters) \_\_\_\_\_

### Occupation

Name of Employer (in English BLOCK letters) \_\_\_\_\_

Office Address (in English BLOCK letters) Flat/Room \_\_\_\_\_ Floor \_\_\_\_\_ Block \_\_\_\_\_  
Building \_\_\_\_\_  
Street No. and Name \_\_\_\_\_  
District Area \_\_\_\_\_  
 HK  KLN  NT  Outlying Islands  
Business Registration Certificate Number (only applicable to self-employed applicants) \_\_\_\_\_  
Office Tel. No. \_\_\_\_\_  
Nature of Business \_\_\_\_\_  
Position \_\_\_\_\_  
Year(s) of Service with Present Employer \_\_\_\_\_  
Monthly Income HK\$ \_\_\_\_\_  
Total income (include bonus and other income, please specify) HK\$ \_\_\_\_\_

Correspondence Address  Office Address  
 Residential Address (Overseas address and P.O. Box are not acceptable)  
Note: If Office Address is selected, please attach residential address proof, such as electricity bill, bank statement, etc.

### Loan Details

Loan Amount : HK\$ \_\_\_\_\_

Repayment Period:  12  18  24  30  36  42  48 months

I agree the monthly handling fee of the loan will, together with the monthly instalment, be debited from the below account (the "Account") on the date the monthly instalment is due.

Hang Seng Account No.: \_\_\_\_\_

I agree and understand that, upon approval of my application of Personal Loan under the "Self-fulfilment" Interest-free Instalment Plan, Hang Seng will approve a Hang Seng Credit Card to me. I also agree to be bound by the related Terms and Conditions. A copy of the relevant terms and conditions is available upon request at any Hang Seng branch.

(Note: The credit card type issued will be based on the approval result by Hang Seng. Credit card will only be approved to customers who do not possess Hang Seng Principal Credit Card. Hang Seng reserves the right of the final approval of Hang Seng Credit Card, its card type and credit limit.)

For the terms and conditions of welcome gift (if applicable), please refer to the prevailing Credit Card promotion materials; **Customers can enjoy first 5-year annual fee waiver. For the annual fee, finance charge and interest rate of credit card, please refer to the Important Note below.**

Card Collection Branch: \_\_\_\_\_ Welcome gift: \_\_\_\_\_  
(Card collection is not available at MTR Station Offices (except Tsuen Wan Station) and Banking Centres)

▲ Customer can choose the welcome gift based on the offers of prevailing Credit Card promotion. If no indication of the choice of gift, Hang Seng will regard as giving up the right of choosing gift. CODE: FXIN

### Signature of Applicant

- Please inform Hang Seng Bank Limited ("Hang Seng") in writing (i) if you are/were (within the past 12 months) a director of, or (ii) if you are a substantial shareholder/chief executive/employee of, any member of the HSBC Group or a relative of or trustee for any such director/substantial shareholder/chief executive/employee. Please also promptly inform us if you are or become in any way connected with (i) a director of Hang Seng or any of its subsidiaries, or (ii) an entity controlling 10% or more of the shares in Hang Seng. Hang Seng requires the information to comply with the Listing Rules.
- I confirm that, as of the date of application form, I or the government department of HKSAR in which I am working have/has 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.
- 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.
- I confirm that all of the above information is true and correct and can be used by Hang Seng for marketing purpose. I authorise Hang Seng to communicate and to exchange such information with whatever source Hang Seng may consider appropriate for the purpose of verifying the same.
- I acknowledge and agree that, irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information with respect to me which are provided by me at the request of Hang Seng or collected in the course of dealings between me and Hang Seng (the "Data") may be used 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 from time to time. I also acknowledge and agree that the Data may be disclosed to, or used and retained by, any other institution or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such Data or enabling them to provide such Data to other institutions; (i) in order that they may carry out credit and other status check; and (ii) to assist them to collect debts.
- I also 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 references in respect of me.
- In the case where a guarantee / third party security, unlimited in amount, has been or is presently issued in Hang Seng's favour in respect of any or all of my 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 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.
- I also agree that I shall fulfil the requirements specified by the prevailing promotion in order to get the gift or offer (if applicable). For details, please refer to the relevant promotion flyer. Gifts / Offers are available while stocks last.
- I agree that, as a reminder for making repayment (if necessary), Hang Seng may transmit to me the relevant message via my mobile phone number maintained in Hang Seng's record.
- I hereby apply for "Self-fulfilment" Interest-free Instalment Plan (the "Loan") particularised above and irrevocably request and authorise Hang Seng to have the approved loan proceeds credited to the Account with Hang Seng. For detailed terms and conditions for the Loan, please refer to "Terms and Conditions for Hang Seng Personal Instalment Loan and Hang Seng Personal Revolving Loan" ("the Terms and Conditions" on page 5 to page 9. I fully understand the legal effect of and also agree to be bound by the Terms and Conditions in force from time to time.
- I understand that there will be no interest payable by me in respect of the Loan pursuant to Clause 3 under Section (I) of the Terms and Conditions. I agree to pay Hang Seng during the repayment period specified above a monthly handling fee calculated at such rate as Hang Seng may from time to time specify at its full discretion. For details of the handling fee, please refer to page 1. I also agree that, in the event of any prepayment, I still have to pay Hang Seng the monthly handling fee for the month in which the prepayment is made. I hereby agree to be bound by the Important Note below. I also agree to be bound by the details as specified in the applicable terms and conditions in force from time to time governing the use of Hang Seng Credit Card that accompany each card. A copy of the relevant terms and conditions is available upon request at any Hang Seng branch. The principal liabilities and obligations for using Hang Seng Credit Card under application herein are highlighted on page 10 for the attention of the applicant.
- I agree to pay interest or fees at the prevailing rate as Hang Seng may determine and notify me. I also agree and accept that the loan may be granted in a sum less than the amount I now apply for, and that this application may be declined by Hang Seng at its sole discretion without disclosing any reason. I also agree Hang Seng reserves the right of (i) the final approval of the Loan (ii) adjusting the loan amount, interest rates, fees, offer details and terms and conditions at any time. In case of any dispute, the decision of Hang Seng shall be final.
- I authorise Hang Seng that the said handling fee together with the monthly repayment amount will be debited from the Account on the due date every month. As security for my liabilities to Hang Seng in respect of the personal loan under the "Self-fulfilment" Interest-free Instalment Plan if and when it is granted to me, I hereby irrevocably request and authorise Hang Seng to transfer all the amount due and payable to Hang Seng in respect of my personal loan account from the said Account in my name with Hang Seng to my personal loan account at the discretion of Hang Seng from time to time for payment of the monthly instalment or any liabilities due to Hang Seng.

### Important Note:

The annual fee for Platinum MasterCard / Visa Platinum Card is HK\$800 and HK\$400 for each Supplementary Card; annual fee for Gold MasterCard / Visa Gold Card is HK\$540 and HK\$270 for each Supplementary Card; annual fee for MasterCard / Visa Card is HK\$240 and HK\$120 for each Supplementary Card. Finance charge for retail purchase and interest rate on cash advance are as follows:

- Finance charge for retail purchase: 2.34%-2.67% per month (annualised percentage rate 30.29%-35.25%)
- Interest rate on cash advance: 2.34%-2.67% per month (annualised percentage rate 34.20%-39.54%)

The finance charge for retail purchase and interest rate on cash advance applicable to the credit card approved by using this application form are subject to the final decision of Hang Seng, and customer will be notified of the finance charge and interest rate upon card collection. The above annualised percentage rates (APR) are calculated according to the standard method set out in the Code of Banking Practice and the applicable annual fee (if any) is not included in the APR calculation. In case of your failure to repay the minimum payment amount by payment due date stated on the relevant credit card statement, Hang Seng reserves the right to vary or increase the above interest rate to the rate specified and notified to you from time to time. For details of other service charges, please ask any Hang Seng branch staff.

X

Declaration and Signature of Applicant

(Please use the signature of the debit account filed with Hang Seng Bank)

S.V.

Date

- If customers have sent their application via phone / internet / fax, no mail of the application form is required to avoid duplication.
- Please ask any Hang Seng Bank branch staff for the Bank's notice to customers relating to the Personal Data (Privacy) Ordinance.

### For Bank Use Only

REI	D.V.	C/S	I/R	ZIP	REF BR
AFT			GP		
APP		CR LMT		CONVERSION A/C	
Transaction Branch Code		Transaction Staff ID		Referral Staff ID	

AYO WXXXX



恒生銀行  
HANG SENG BANK

理財創富 專注為你

滙豐集團成員

## Terms and Conditions for Hang Seng Personal Instalment Loan and Hang Seng Personal Revolving Loan

### (l) Hang Seng Personal Instalment Loan (the "Loan")

#### 1. (a) Repayment

As security for the Borrower's liabilities in respect of the Loan, Hang Seng Bank Limited ("Hang Seng") is irrevocably authorised to debit the account of the Borrower specified in the Application Form with the amount of each monthly instalment on the date it is due. Hang Seng may at its discretion apply the monthly instalment to settle the payments due from the Borrower under these Terms and Conditions before applying it to the balance thereof to pay the principal and interest of the Loan (including all default interest which may be payable under these Terms and Conditions), it being understood that the instalment or the balance thereof will be applied to settle the interest first.

#### (b) Reborrowing

- (i) Subject to these Terms and Conditions and such other terms and conditions as Hang Seng may from time to time prescribe at its full discretion, the Borrower may reborrow any Loan amount repaid to Hang Seng.
- (ii) Hang Seng reserves the right to reject any request for reborrowing and shall not be required to give any reason therefor.
- (iii) The amount reborrowed shall, from the date it is advanced to the Borrower ("the Loan Advance Date"), be consolidated with the outstanding amount of the Loan in which case the term "Loan" in these Terms and Conditions, excluding this paragraph 1(b)(iii), shall be construed to include the amount reborrowed (wherever applicable). Repayment of the outstanding amount of the Loan and the amount reborrowed together with interest thereon will be made according to the number of monthly instalments, as requested by the Borrower and agreed by Hang Seng, or failing or without agreement by Hang Seng, as determined by Hang Seng at its sole discretion, commencing one month after the Loan Advance Date or the next instalment payment date for the outstanding amount of the Loan after the Loan Advance Date as determined by Hang Seng in its sole discretion. Hang Seng reserves the right to require the Borrower to pay interest or make a payment where the Loan Advance Date is not the same date as the existing instalment payment date of the outstanding amount of the Loan in such amount as Hang Seng may determine in its sole discretion without consent of the Borrower.
- (iv) Hang Seng reserves the right to charge a handling fee for each advance made hereunder at the rate as Hang Seng may from time to time prescribe at its full discretion. The Borrower agrees that Hang Seng may deduct the handling fee from any advance made hereunder and pay only the balance thereof to the Borrower.

#### 2. Default Interest and Late charge

In respect of any monthly instalment due but not paid, the Borrower shall pay to Hang Seng (a) default interest thereon at the rate of 2.25% per month from the due date of such instalment until the date of full payment and (b) a late charge in the sum of HK\$200.

#### 3. Interest Rate

The rate of interest applicable to the Loan from time to time shall be the rate or rates as Hang Seng may from time to time charge the customers on loans. Such interest shall be calculated with the usual monthly rests.

#### 4. Prepayment

Prepayment is permitted subject to full settlement of the outstanding principal balance and interest both to be calculated or re-calculated in such manner (including a manner different from that mentioned in the Borrower's application form) as Hang Seng may in its sole discretion determine and to payment of a setting-up fee of not more than HK\$800.

#### 5. Overriding Right of Repayment on Demand

- (a) The outstanding principal, interest and other charges under the Loan shall be subject to Hang Seng's overriding right of repayment on demand.
- (b) Without prejudice to the aforesaid right, all outstanding balances including principal and interest and other obligations and liabilities to Hang Seng shall immediately become due and payable without notice or demand by Hang Seng under the following circumstances:-
  - (i) The Borrower is in breach of any of these Terms and Conditions;
  - (ii) Any information or representation made or furnished by the Borrower for or in relation to the application for the Loan is false or inaccurate or misleading in any respect; or
  - (iii) The Borrower fails to observe or settle any obligations and liabilities owed to Hang Seng.

#### 6. Fees and Charges

The Borrower agrees that Hang Seng may deduct any charges (including handling charge), fees and disbursements at such rate or in such amount as Hang Seng may determine from the Loan proceeds and pay only the balance thereof to the Borrower.

#### 7. Right to Obtain Further Information

The Borrower authorises Hang Seng to disclose to or obtain from Hang Seng Finance Limited or other parties such information in respect of the Borrower or the Loan at any time as Hang Seng may deem necessary without further reference to or consent from the Borrower.

#### 8. Hang Seng Finance Limited

- (a) For securing the performance of the obligations of the Borrower owed to Hang Seng hereunder, Hang Seng is irrevocably authorised to instruct Hang Seng Finance Limited ("the said institution") to withdraw and transmit and/or transfer directly to Hang Seng money in any currency held by the said institution for the Borrower or on the Borrower's account in (partial) settlement of the Loan and in that connection, Hang Seng is authorised to give valid receipt thereof. Any instruction sent by Hang Seng to the said institution stating the amount payable shall be conclusive evidence against the Borrower of his liability and of the amount of the indebtedness and conclusive authority to the said institution to comply with and act on Hang Seng's instructions without reference to the Borrower, notwithstanding the Borrower's dispute or purported revocation of Hang Seng's authority to do so (if any).
- (b) To give full effect to this clause, Hang Seng and the said institution are authorised to convert one currency into another at the rate of exchange conclusively determined by them to be prevailing in the relevant foreign exchange market at the relevant time.



(II) Hang Seng Personal Revolving Loan ("Revolving Loan")1. Availability of the Revolving Loan

The Revolving Loan will be effective and available to the Borrower from the date ("Effective Date") of the letter of confirmation ("Letter of Confirmation") issued by Hang Seng confirming its acceptance of the Borrower's application for the Revolving Loan, whereupon a loan account (the "Account") will be opened by Hang Seng in the name of the Borrower and operated in accordance with these Terms and Conditions.

2. Use of the Revolving Loan

(a) Subject to the annual fee and the handling fee(s) pursuant to Clauses 12(a) and (d) of this Section, the Revolving Loan will be made available to the Borrower by allowing the Borrower to overdraw the Account up to the designated credit limit from time to time through the use of, as the case may be, Hang Seng Card or such designated Hang Seng credit card from time to time issued by Hang Seng as a principal card ("Relevant Card"):-

- (i) to make retail purchases of goods and/or services at the merchant establishments in the Hong Kong Special Administrative Region ("Hong Kong") via Easy Pay System ("EPS") to the debit of the Account; or
- (ii) to effect cash withdrawal or transfer of funds from the Account at any automatic teller machine or automatic cash dispenser provided or designated by Hang Seng or any automatic teller machine not provided by Hang Seng in or outside Hong Kong from time to time prescribed by Hang Seng ("ATM") or any other electronic data transmission terminals and point of sale terminals provided or designated by Hang Seng, in each case subject to the respective daily transaction limits set by the merchant establishments and applicable to EPS purchases and ATM fund transfer/withdrawal within the credit limit.

(b) The Revolving Loan can also be used through the Hang Seng e-Banking Services and such other channel(s) of communication and in such other manner as Hang Seng may from time to time prescribe. The Borrower has to apply to Hang Seng for approval to effect any change of the Relevant Card for accessing the Account and the Revolving Loan. Hang Seng's approval for any such change may be given subject to conditions including payment of fees.

(c) For the purpose of Clauses 2(a) and (b) of this Section, the Borrower shall observe and be bound by, as the case may be, the Hang Seng Card Terms and Conditions, the terms and conditions for Hang Seng e-Banking Services and the relevant Hang Seng credit card cardmember agreement. Where any conflict arises between such terms and conditions and the Terms and Conditions herein, the latter shall prevail for the purposes of the Account and the Revolving Loan.

(d) The Borrower shall not use the Revolving Loan in any manner, trade or business which is any way unlawful, illegal or prohibited under any applicable laws.

3. Credit Limit

(a) Hang Seng may designate such credit limit to the Account in respect of the use of the Revolving Loan as Hang Seng may from time to time determine at its discretion provided that the Borrower hereby expressly agrees and acknowledges that Hang Seng shall be at liberty at any time to reduce and/or vary the credit limit by notice in writing to the Borrower.

(b) The Borrower shall operate the Account and use the Revolving Loan in a responsible and satisfactory manner. Without limiting the generality of the foregoing, the Borrower undertakes not to operate the Account in such a way to exceed the credit limit (in excess of which the Borrower shall immediately make good any amount exceeding the credit limit whenever incurred by payment to Hang Seng whether or not a demand is made in connection therewith).

4. Finance Charges

(a) All sums owing by the Borrower to Hang Seng in whatever form shall bear finance charges at such rate(s) as Hang Seng may from time to time at its discretion specify by notice to the Borrower. Finance charges shall accrue from day to day on daily balances of the Account as shown in Hang Seng's books and records and shall be calculated with the usual monthly rests. Such finance charges shall be payable at such interval as Hang Seng may prescribe from time to time at its discretion to the debit of the Account.

(b) No interest will accrue on any credit balance on the Account.

5. Statements

Hang Seng will supply a monthly statement in respect of the Account to the Borrower setting out such details (as Hang Seng may from time to time determine) of such Account transactions effected during the relevant statement period ("Account Statement") unless (i) there are no entries covering the period which is the subject of the statement or (ii) where the Account has been cancelled or terminated by Hang Seng or the Borrower for whatever reason and there is a debit balance in the Account overdue for such period considered by Hang Seng to be unacceptable. Without prejudice to the provisions of Clauses 8 and 9 of this Section, when the Account has been cancelled or terminated by either party it is the duty of the Borrower to request for an updated Account Statement or to inquire with Hang Seng from time to time on the current outstanding balance of the Account for repayment purpose, and finance charges shall continue to accrue thereon until full repayment. The Borrower shall keep the transaction record(s) as evidence of each transaction done and shall produce the same to Hang Seng upon its request. Any Account Statement shall be accepted by the Borrower as correct except to the extent that the Borrower notifies Hang Seng in writing of any alleged error or omission within 90 days from the day of such Account Statement or Hang Seng notifies the Borrower of an error. Hang Seng's record shall be conclusive unless and until the contrary is established.

6. Repayment

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

- (i) outstanding interest on cash advances;
- (ii) outstanding finance charges;
- (iii) all relevant interest, Fees and Charges including but not limited to late charge, annual fee and overlimit fee specified in the last Account Statement;
- (iv) outstanding amount in respect of cash advance handling fee, cash advances, transfer of funds, EPS purchases and the Other Fees and Charges specified in the last Account Statement;
- (v) all relevant interest, Fees and Charges including but not limited to late charge, annual fee and overlimit fee during the current statement period;
- (vi) cash advance handling fee, cash advances, transfer of funds, EPS purchases and the Other Fees and Charges made by Hang Seng to the Borrower during the current statement period and interest thereon; and
- (vii) all other amount owed by the Borrower to Hang Seng under these Terms and Conditions.



- (b) "Fees and Charges" as referred to in Clauses 6(a)(iii) and (v) of this Section means the fees and charges as specified in Clauses 12(a), (b) and (c) of this Section and such other fees and charges as Hang Seng may from time to time prescribe and notify to the Borrower. "Other Fees and Charges" as referred to in Clauses 6(a)(iv) and (vi) of this Section mean the fees and charges as specified in Clauses 12(d), (e), (f), (g) and (h) of this Section and such other fees and charges as Hang Seng may from time to time prescribe and notify to the Borrower.
- (c) The Revolving Loan shall be of continuing nature (unless terminated) and these Terms and Conditions shall apply to the amount outstanding from time to time notwithstanding any interim payment or full payment at any time.
- (d) All payments by the Borrower shall be made without set-off or counterclaim and shall be free and clear of and without deduction for any present or future withholdings, taxes, levies, duties, imposts or deductions of whatever nature.
- (e) No payment to Hang Seng under these Terms and Conditions pursuant to any judgment, order of any court or otherwise shall operate to discharge the obligations of the Borrower in respect of which it was made unless and until payment in full shall have been received in Hong Kong dollars and to the extent that the amount of any such payment not received in Hong Kong dollars shall on actual conversion into Hong Kong dollars fall short of the amount of the obligations expressed in Hong Kong dollars, Hang Seng shall have a further and separate cause of action against the Borrower for the recovery of such sum as shall after conversion into Hong Kong dollars be equal to the amount of the shortfall.

#### 7. Exclusion of Liability and Indemnity

- (a) Hang Seng shall not be liable for any losses which may be incurred by the Borrower as a result of a transaction carried out by Hang Seng in accordance with the instructions of the Borrower or otherwise in connection with the Account or the Revolving Loan, unless due to the negligence or wilful default of Hang Seng, its officers or employees and only to the extent of any direct and foreseeable loss and damage established to have been suffered by the Borrower.
- (b) The Borrower shall indemnify Hang Seng, its officers and employees against all liabilities and claims which they may incur as a result of a transaction carried out by Hang Seng on behalf of the Borrower unless due to the negligence or wilful default of Hang Seng, its officers or employees.

#### 8. Cancellation and Termination of Account

- (a) Borrower may cancel or terminate the Account at any time by giving reasonable notice in writing to Hang Seng, such cancellation or termination to be effective upon Hang Seng actually receiving such notice.
- (b) In normal circumstances Hang Seng will give reasonable notice to the Borrower before terminating the Account. Nevertheless, Hang Seng may cancel or terminate the Account at any time without prior notice and with or without cause.
- (c) Subject to Clause 12(e) of this Section, any unclaimed balance on a cancelled or terminated Account may be transferred to Hang Seng's unclaimed balance account.
- (d) Termination of the Account and the Revolving Loan 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 Account transaction entered into by or on behalf of the Borrower prior to or after such termination or suspension. Further, upon such termination or suspension, Hang Seng may cancel all or any unexecuted Account transaction at its discretion.

#### 9. Hang Seng's Overriding Right of Repayment

- (a) The outstanding principal, finance charges and the other charges under the Revolving Loan shall be subject to Hang Seng's overriding right of repayment on demand.
- (b) Without prejudice to the aforesaid right, all outstanding balances including principal and finance charges and the other obligations and liabilities to Hang Seng shall immediately become due and payable without notice or demand by Hang Seng upon:-
  - (i) the breach of any of these Terms and Conditions by the Borrower;
  - (ii) the Borrower failing to observe or settle any obligations and liabilities owed to Hang Seng; and
  - (iii) upon cancellation or termination of the Account by the Borrower or by Hang Seng or on the Borrower's bankruptcy or death.
- (c) The Borrower or (if applicable) the Borrower's estate shall be liable for settling such outstanding balances. Hang Seng shall be entitled to charge finance charges at the rate(s) as Hang Seng may from time to time at its discretion specify on any unpaid sums on a daily basis from the date of cancellation or termination of the Account 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 judgement).

#### 10. Exchange Rate

Cash withdrawal or transfer of funds or transactions involving use of the Revolving Loan effected in currencies other than Hong Kong dollars shall be converted into Hong Kong dollars before debiting to the Account. Where a conversion of one currency into another currency is required under these Terms and Conditions, such conversion shall be calculated at such exchange rate specified by the relevant institution which shall be conclusive and binding on the Borrower.

#### 11. Rebate and Commission

The Borrower acknowledges and agrees that Hang Seng may accept any commission, rebate or fee from any merchant establishment or third party in respect of any Account transaction in accordance with the relevant agreement between Hang Seng and such merchant establishment or third party.

#### 12. Fees and Charges

- (a) An annual fee at such rate(s) as Hang Seng may from time to time prescribe at its discretion shall be chargeable annually on the Account.
- (b) Hang Seng reserves the right to charge a fee for any amount exceeding the credit limit set by Hang Seng from time to time in respect of the Account pursuant to Clause 2 of this Section, subject to the Borrower's right to apply to Hang Seng for a review of the credit limit and Hang Seng's approval of such application.



- (c) If the Borrower fails to pay the aggregate of the minimum payment amount by the payment due date as Hang Seng may from time to time specify, and notify to the Borrower, in the relevant Account Statement:-
- (i) a late charge, which shall be determined by Hang Seng and which may vary from time to time, will be debited to the Account on the next following statement period notwithstanding that this will exceed the credit limit, and lead to a fee to be charged pursuant to Clause 12(b) of this Section; and
  - (ii) the finance charges chargeable to the Borrower on the debit balance on the Account pursuant to Clause 4 of this Section shall be varied or increased to such rate(s) as Hang Seng may from time to time prescribe and notify to the Borrower.
- (d) Hang Seng shall be entitled to charge a handling fee for each cash withdrawal or transfer of funds (including but not limited to such EPS transaction as Cash Back Transaction and/or Quasi-Cash Transaction) from the Account (whether in credit or debit) as such rate(s) as Hang Seng may from time to time prescribe at its discretion. The Borrower shall also bear an additional handling fee for such cash withdrawal or transfer of funds charged by a third party provider or Hang Seng for using any ATM network other than ATMs of Hang Seng and The Hongkong and Shanghai Banking Corporation Limited in Hong Kong (Cash Back Transaction means the transaction where cash can be obtained from the merchant establishment by use of the Revolving Loan via EPS in conjunction with, and processed as, a retail transaction; Quasi-Cash Transaction means the merchant establishment's sale of items that are directly convertible to cash).
- (e) The Borrower may request Hang Seng to refund any credit balance on the Account subject to a handling fee.
- (f) Hang Seng will be entitled to charge a fee for over 3 months' statement retrieval.
- (g) Payment received by Hang Seng in respect of the Account effected by cheque, by transfer through ATM or other means acceptable to Hang Seng will be considered to have been made when the relevant funds have been received for value by Hang Seng. For any return cheque, Hang Seng is entitled to charge a fee therefor and debit the same to the Account. In the case of foreign currency cheque repayment, a handling fee is chargeable by Hang Seng whenever a foreign currency cheque is presented for repayment of any amount owing on the Account.
- (h) Hang Seng shall be entitled to charge a handling fee for the issuance of any credit reference letter in respect of the Borrower upon his request.

(III) General

1. Set-off

- (a) Hang Seng may, at any time and without prior notice, apply any credit balance in any currency on any of the Borrower's accounts whether in the name of the Borrower or in the names of the Borrower and any other person(s), in or towards satisfaction of any indebtedness owed by the Borrower to Hang Seng in whatever capacity and whether actual or contingent or whether owed solely by the Borrower or owed by the Borrower and any other person(s). In the case of a joint account, Hang Seng may apply all or any credit balance on such joint account in or towards satisfaction of any indebtedness owed to Hang Seng by one or more holders of such joint account.
- (b) Hang Seng is entitled to exercise a lien over all property of the Borrower which is in the possession or control of Hang Seng, for custody or any other reasons and whether or not in the ordinary course of business, with power for Hang Seng to sell such property and apply the net proceeds thereof to satisfy such indebtedness owed by the Borrower to Hang Seng.

2. Delegation

Hang Seng may appoint:-

- (a) any person as its agents to perform any of its obligations or exercise any of its powers under these Terms and Conditions; and
- (b) any other person or third party (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Borrower to Hang Seng and the Borrower shall be responsible for all reasonable costs and expenses which may be reasonably incurred by Hang Seng for that purpose on each occasion.

3. Costs and Expenses

The Borrower shall pay to Hang Seng forthwith on demand legal costs on a full indemnity basis and all other reasonable costs and expenses reasonably incurred by Hang Seng for enforcement of these Terms and Conditions.

4. Communications

Any Account Statement, notice or other communication given by Hang Seng to the Borrower hereunder shall be deemed to have been received by the Borrower two days after posting to the Borrower's address last notified in writing to Hang Seng. All notices or other communications sent by the Borrower to Hang Seng shall be deemed to have been delivered to Hang Seng on the day of actual receipt.

5. Amendments

- (a) Hang Seng shall be entitled to prescribe, from time to time, fees and charges payable in respect of the use of the Loan and the Revolving Loan and/or the services subject to Hang Seng giving notice in accordance with Clause 5(b) of this Section. Such variation of the fees and charges shall be binding on the Borrower if the Borrower continues to use the Loan and/or the Revolving Loan or any part thereof, or if any part of the Loan and/or the Revolving Loan remains outstanding, after the date on which such variation becomes effective.
- (b) Hang Seng may revise these Terms and Conditions and/or introduce additional terms and conditions from time to time and such revision and/or addition shall become effective subject to Hang Seng's notice (for a period of 30 days for any variation of terms and conditions affecting fees and charges under the control of Hang Seng or affecting the liabilities or obligations of the Borrower or for such reasonable period as Hang Seng may prescribe in the case of any other variations). All notices may be given by display, advertisement or other means as Hang Seng thinks fit and shall be binding on the Borrower if the Borrower continues to use the Loan and/or the Revolving Loan or any part thereof, or if any part of the Loan and/or the Revolving Loan remains outstanding, after the date on which such variation becomes effective.

6. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Each of Hang Seng and the Borrower submits to the non-exclusive jurisdiction of the Courts of Hong Kong but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.



## 7. Miscellaneous

- (a) No failure or delay by Hang Seng to exercise any rights or any indulgence granted by Hang Seng to the Borrower shall operate as waiver or in any way prejudice any of the rights of Hang Seng. Rights and remedies of Hang Seng herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- (b) Each of the provisions of these Terms and Conditions is severable and distinct from the others and the invalidity or unenforceability of any such provisions shall not affect the remaining provisions.
- (c) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Clause heading shall be ignored in the interpretation of these Terms and Conditions.
- (d) Hang Seng may assign or transfer all or any of its interests, rights and obligations under these Terms and Conditions to any member of the Hang Seng Bank Group without the prior written consent of the Borrower and the Borrower agrees to execute such documents and do such acts and things as Hang Seng may reasonably require to give full effect to such assignment or transfer.
- (e) To enable Hang Seng to consider whether to provide the Borrower with any services, the Borrower is required to supply to Hang Seng from time to time the Borrower's personal information ("Personal Data") and failure to do so may result in Hang Seng's inability to provide such service. The Personal Data will be used for considering the Borrower's request and subject to Hang Seng's agreeing to provide such service, the Personal Data and details and all information relating to transactions or dealings with Hang Seng will be used in connection with the provision of such service to the Borrower.
- The Borrower agrees that Hang Seng may use, store, disclose, transfer (whether within or outside Hong Kong) and/or exchange such Personal Data, details and all information to or with such persons as Hang Seng may consider necessary including without limitation any member of the HSBC Group for any and all purposes in connection with such service and/or in connection with matching for whatever purpose (whether or not with a view to taking adverse action against the Borrower) any such Personal Data with other personal data concerning the Borrower in Hang Seng's possession and/or for the purpose of promoting, improving and furthering the provision of other services by Hang Seng and any other member of the HSBC Group to the Borrower generally, and/or any other purposes and to such persons as may be in accordance with Hang Seng's general policy on disclosure of personal data as set out in statements, circulars, notices or other terms and conditions made available by Hang Seng to the Borrower from time to time.
- The Borrower also agrees that Hang Seng may deliver the Personal Data to credit reference agency, to any person appointed by Hang Seng under Clause 2 of this Section or to any member of the Hang Seng Bank Group for the purpose of Clause 7(d) of this Section and in the event of default to a debt collection agency and provide banker's or credit references to other financial institutions or other parties in respect of the Borrower.
- Without prejudice to the foregoing, the Borrower agrees that, where Hang Seng considers it necessary or appropriate, Hang Seng may transfer any such Personal Data, data, details or information of the Borrower to any service provider (whether situated in or outside Hong Kong) for the purpose of data processing or providing any service on behalf of Hang Seng to the Borrower. Where the service provider is situated outside Hong Kong in an area where there are less stringent data protection laws, Hang Seng will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong. In any event, Hang Seng will remain responsible for ensuring the confidentiality of such Personal Data, data, details and information.
- The Borrower has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Data Protection Officer of Hang Seng Bank Limited, 83 Des Voeux Road Central, Hong Kong or by facsimile at such facsimile number as Hang Seng may from time to time prescribe. Hang Seng will comply with such request unless Hang Seng may or is required to refuse to do so under the applicable law and regulations.
- (f) (i) Hang Seng may (but shall not be obliged to), and the Borrower expressly authorises Hang Seng to, record by tape or other means all instructions and requests given by the Borrower verbally to Hang Seng and all other verbal communications between the Borrower and Hang Seng in connection with the Loan and the Revolving Loan and/or any of the services including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). The Borrower 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 Borrower 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.
- (ii) 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.
- (g) The Borrower shall notify Hang Seng promptly in writing of any changes in telephone numbers or employment or residential or office address, or of any difficulty in repaying any indebtedness or in meeting any payment to Hang Seng arising from use of the Loan, the Revolving Loan or otherwise.
- (h) Hang Seng shall be entitled to act in accordance with its regular business practice and procedure and will only accept the Borrower's instructions in so far as it is (in Hang Seng's opinion) practicable and reasonable to do so. For the avoidance of doubt, Hang Seng is authorised to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks.
- (i) Where the Borrower has entered into or hereafter shall enter into any agreement, contract or arrangement with Hang Seng, the breach of any provisions of any of such agreement, contract and/or arrangement shall be deemed to be breach of these Terms and Conditions which entitles Hang Seng to demand immediate repayment of the Loan and/or the Revolving Loan or the balance thereof together with any interest, expenses, charges and fees, and to claim losses suffered if any.
- (j) In connection with the opening, operation and closing of an Account, the Borrower shall complete, sign and be bound by the terms of such documents as Hang Seng may require and shall provide Hang Seng with such other documents as Hang Seng may require.



## Principal Liabilities and Obligations under the Terms and Conditions

Principal liabilities and obligations for using the Hang Seng Credit Card / Hang Seng Card under the respective terms and conditions are highlighted below for your particular attention. You must read the FULL VERSION of the terms and conditions governing the use of the Hang Seng Credit Card / Hang Seng Card. The terms and conditions are available at branches for collection.

### Applicable to Hang Seng Credit Card

1. You must exercise reasonable care and diligence in safekeeping the Hang Seng Credit Card, the personal identification numbers ("PIN") and/or the e-shopping Card Account Number (if applicable). In the case of any loss or unauthorised disclosure of any of them, you must report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
2. You shall be liable for all unauthorised transactions and losses suffered by Hang Seng involving the use of the Hang Seng Credit Card, the PIN and/or the e-shopping Card Account Number (if applicable) if you have acted fraudulently or with gross negligence or failed to fulfil the obligations as set out in Clause 1 above.
3. You shall repay promptly the outstanding balance of your Hang Seng Credit Card account upon demand by Hang Seng.
4. You shall be responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum you owe to Hang Seng.
5. You shall report to Hang Seng any discrepancies in any Hang Seng Credit Card statement within 60 days of the statement date.
6. Hang Seng is entitled to amend the terms and conditions, and vary any fees and charges in respect of the use of the Hang Seng Credit Card, subject to a 30-day notice, which shall be binding on you if you continue to use or retain the Hang Seng Credit Card after the effective date as specified in the notice. You may elect to terminate the Hang Seng Credit Card pursuant to the terms and conditions if you do not agree to such amendments or variations.
7. You must sign the Hang Seng Credit Card immediately upon receipt.
8. The maximum liability for unauthorised card transaction(s) before the loss and/or unauthorised disclosure of the Hang Seng Credit Cards / the e-shopping Card Account Number / is reported will be subject to the applicable laws and regulations. However, you are liable for all unauthorised cash advances, withdrawals, transfers and transactions effected with the use of the PIN before we are actually notified of the loss or unauthorised disclosure of the PIN.
9. You must repay the outstanding balance on time to avoid payment of interests and finance charges. If Hang Seng does not receive the minimum payment amount as specified in the relevant Hang Seng Credit Card statement on or before the payment due date, an additional late charge shall be payable by you.
10. While the principal cardmember is held liable for the debts and liabilities of the principal cardmember and each supplementary cardmember, supplementary cardmember shall only be liable for his/her debts and liabilities.
11. Hang Seng is only entitled to apply the credit balance of the principal cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the principal cardmember and/or any supplementary cardmembers to Hang Seng. Hang Seng will only apply the credit balance of the supplementary cardmember's account(s) in or towards satisfaction of the debts and liabilities owed by the supplementary cardmember to Hang Seng.
12. Each cardmember using the Selectimage MasterCard services has to warrant that the use of the relevant photograph does not infringe the rights of any person and that the cardmember shall indemnify Hang Seng for all liabilities arising from any breach of such warranty.

### Applicable to Hang Seng Card

1. You must exercise reasonable care and diligence in safekeeping the Hang Seng Card and the personal identification numbers ("PIN"). In the case of any loss or unauthorised disclosure of them, you must report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
2. You shall be fully responsible for any accidental or unauthorised disclosure of the PIN to any person and shall bear the risks of the PIN being used by unauthorised persons or for unauthorised purposes.
3. All withdrawals, transfers and/or transactions involving the use of the Hang Seng Card and/or the PIN by any person whether or not authorised by the holder(s) of the primary and additional account(s) ("the Account Holders") or any of them prior to our actual receipt of any notice of loss shall be conclusively binding on the Account holders.
4. Hang Seng is entitled to amend the terms and conditions, and vary any fees and charges in respect of the use of the Hang Seng Card, subject to a 30-day notice, which shall be binding on you if you continue to use or retain the Hang Seng Card after the effective date as specified in the notice. You may elect to terminate the Hang Seng Card pursuant to the terms and conditions if you do not agree to such amendments or variations.
5. You shall be responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum owed by you to Hang Seng.
6. Hang Seng is entitled to apply the credit balances of your account(s) in or towards satisfaction of the debts and liabilities owed by you to Hang Seng under the terms and conditions.
7. Hang Seng has the right to demand immediate repayment of any sum owed by you to Hang Seng.
8. Hang Seng has the right to be indemnified by you in the event of any loss or damage suffered by Hang Seng arising from any deposit of cash or cheque by you by using the Hang Seng Card.

Hang Seng Bank Limited



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HANG SENG BANK



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## Hang Seng Bank Limited (the "Bank")

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

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws or guidelines issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services or comply with any laws or guidelines issued by regulatory or other authorities.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking/financial relationship, for example, when data subjects write cheques, deposit money or carry out card transactions.
4. The purposes for which data relating to data subjects may be used are as follows:-
  - (i) the daily operation of the services and banking/credit facilities provided to data subjects;
  - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (iii) creating and maintaining the Bank's credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of data subjects;
  - (vi) designing banking/financial services or related products for data subjects' use;
  - (vii) marketing services or products of the Bank and/or selected companies;
  - (viii) determining the amount of indebtedness owed to or by data subjects;
  - (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
  - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
  - (xi) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xii) exchanging information with merchants accepting credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity");
  - (xiii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
  - (xiv) purposes relating thereto.
5. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 4:-
  - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank or a merchant or an affinity entity which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies, and, in the event of default, debt collection agencies;
  - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
  - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of data subjects;
  - (vii) any card acquirer of a merchant; and
  - (viii) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to data subjects.
6. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:-
  - (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
7. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:-
 

Data Protection Officer  
Hang Seng Bank Limited  
83 Des Voeux Road Central  
Hong Kong  
Fax: (852) 2868 4042
9. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event data subjects wish to access credit reports, the Bank will advise the contact details of the relevant credit reference agency.
10. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: 26 March 2007



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