

## Business Card Programme Amendment Request Form

**Note:** 1. Please complete in **Block Letters**.

2. Please tick where applicable and \*delete whichever is not appropriate.

3. In case of discrepancies between the English and Chinese versions of this Form, the English version shall prevail.

4. If this Form has been pre-filled on Business Internet Banking, please arrange this Form to be signed and upload the signed form on Business Internet Banking.

### For Bank Use Only

Marketing Campaign Code	Sales Staff ID
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### A. Company Information

Company Name	
Business Identification Document Number	
Company Account Reference	
Details of Contact Person	Name in English ( <i>please underline surname</i> ) <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms
	Telephone Number Mobile <input type="text"/> Office <input type="text"/>
	Email Address <input type="text"/>

### B. Request Details

<input type="checkbox"/> <b>Revise Company Details</b>			
Requested Company Credit Limit	HKD / RMB	Current Company Credit Limit	HKD / RMB
Convert Card Type	<input type="checkbox"/> I/We wish to convert the Business Card type to <b>World Business MasterCard</b> . (I/We agree to revise my/our Company Credit Limit to minimum credit limit HKD50,000.) <input type="checkbox"/> I/We wish to convert the Business Card type to <b>Platinum Business MasterCard</b> . <b>Note:</b> The Bank reserves the final decision on the card type to be approved.		
Card-Not-Present Transaction Notification	For every Card-Not-Present (CNP)* credit card transaction accepted by the Bank to your Business Card account, the Bank will send a notification to the relevant cardholder. Otherwise, you can specify a transaction threshold below, so that notification will be sent for those CNP transactions exceeding the threshold. * CNP credit card transactions are those credit card transactions without original sales slips, including but without limitation, online purchases, telephone orders, fax orders and mail orders. Please provide mobile number and/or email address of all Business Card Cardholder(s) of your company. I/We wish to set up the CNP Transaction Threshold for receiving notification as HKD <input type="text"/> (per HKD Business Card) / RMB <input type="text"/> (per RMB Business Card).		

<input type="checkbox"/> <b>Revise Existing Cardholder(s) Credit Limit</b>				
Name in English ( <i>please underline surname</i> )	<b>1</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms	<b>2</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms
Card Number				
New Credit Limit	<b>Note:</b> Minimum Credit Limit: HKD / RMB10,000 per cardholder.			
	HKD / RMB		HKD / RMB	

## B. Request Details (Continued)

<input type="checkbox"/> <b>Update Existing Cardholder(s) Information</b>				
Name in English (please underline surname)	<b>1</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms	<b>2</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms
Card Number				
Contact Telephone Number	Mobile	<input type="text"/>	Mobile	<input type="text"/>
	Office	<input type="text"/>	Office	<input type="text"/>
Email Address				
Over-the-Limit Facility Instruction	<input type="checkbox"/> I wish to <b>opt in</b> to over-the-limit facility for my Business Card account <input type="checkbox"/> I wish to <b>opt out</b> of over-the-limit facility for my Business Card account If no instruction is given, you will be opted out of the over-the-limit facility.		<input type="checkbox"/> I wish to <b>opt in</b> to over-the-limit facility for my Business Card account <input type="checkbox"/> I wish to <b>opt out</b> of over-the-limit facility for my Business Card account If no instruction is given, you will be opted out of the over-the-limit facility.	
	<p><b>Note:</b> Once your over-the-limit facility opt-in request has taken effect, a card transaction which results in the current balance of your Business Card account exceeding your available Business Card account credit limit may not be rejected and may be processed as usual, and you will be liable for such transaction in accordance to the terms of the Business Card Programme Agreement. An overlimit handling fee per billing cycle as disclosed in the Bank's Commercial Tariffs will be imposed when the current Business Card account balance exceeds the credit limit assigned to your Business Card account.</p> <p>If you do not opt-in to the over-the-limit facility, please note the Bank may still post certain types of transactions which may result in over-the-limit transactions. These may include, without limitation, transactions approved yet late posted, transactions which do not require authorisation, foreign currency transactions with posting amounts exceeding authorisation amounts due to exchange rate fluctuation and transactions approved by Mastercard/UnionPay to your Business Card account. In these circumstances, the Bank will impose an overlimit handling fee to the relevant Business Card account as disclosed in the Bank's Commercial Tariffs.</p>			

<input type="checkbox"/> <b>Terminate Business Card Programme</b>		<input type="checkbox"/> <b>Delete Existing Cardholder(s)</b>		
Name in English (please underline surname)	<b>1</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms	<b>2</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms
*Business Card/ Hong Kong Identity Card/ Passport Number				
Reasons for Cancellation	<input type="checkbox"/> No annual fee waiver <input type="checkbox"/> Using other cards from HSBC <input type="checkbox"/> Change cardholder/Employee leaving company <input type="checkbox"/> Credit limit is too low <input type="checkbox"/> Using cards from another bank <input type="checkbox"/> Rewards/Usage programme not attractive <input type="checkbox"/> Not satisfied with the Bank's service <input type="checkbox"/> Others (please specify):			

<input type="checkbox"/> <b>Add New Cardholder(s)</b>				
Name in English (please underline surname)	<b>1</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms	<b>2</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms
*Hong Kong Identity Card/Passport Number	<b>Note:</b> Please provide copy of identification document for person(s) who does not maintain any active account with HSBC.			
Nationality (Country/Region)	Place of Issue for Passport (if applicable):		Place of Issue for Passport (if applicable):	
Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (DD/MM/YYYY)		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (DD/MM/YYYY)	
Occupation				

## B. Request Details (Continued)

<input type="checkbox"/> <b>Add New Cardholder(s) (Continued)</b>			
Residential Address (PO Box is not acceptable)	<b>Note:</b> Please provide address proof for person(s) who does not maintain any active statement account on this address with HSBC.		
	<input type="checkbox"/> Residential address can be referred to my HSBC account number: <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div> <input type="checkbox"/> Residential Address:	<input type="checkbox"/> Residential address can be referred to my HSBC account number: <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div> <input type="checkbox"/> Residential Address:	
Contact Telephone Number	Mobile <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div> Office <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>	Mobile <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div> Office <div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>	
Email Address			
Cardholder's Name to be Embossed on the Card	(up to 19 characters, space included) <div style="border-bottom: 1px solid black; width: 200px; margin: 5px 0;"></div>		(up to 19 characters, space included) <div style="border-bottom: 1px solid black; width: 200px; margin: 5px 0;"></div>
Requested Credit Limit	<b>Note:</b> Minimum Credit Limit: HKD / RMB10,000 per cardholder.		
	<b>HKD</b> and/or <b>RMB</b>		<b>HKD</b> and/or <b>RMB</b>
Mailing Address	Please send card, monthly statements and any correspondence to my: <input type="checkbox"/> Residential Address <input type="checkbox"/> Business Correspondence Address		Please send card, monthly statements and any correspondence to my: <input type="checkbox"/> Residential Address <input type="checkbox"/> Business Correspondence Address
Over-the-Limit Facility Instruction	<input type="checkbox"/> I wish to <b>opt in</b> to over-the-limit facility for my Business Card account <input type="checkbox"/> I wish to <b>opt out</b> of over-the-limit facility for my Business Card account If no instruction is given, you will be opted out of the over-the-limit facility.		<input type="checkbox"/> I wish to <b>opt in</b> to over-the-limit facility for my Business Card account <input type="checkbox"/> I wish to <b>opt out</b> of over-the-limit facility for my Business Card account If no instruction is given, you will be opted out of the over-the-limit facility.
	<b>Note:</b> Once your over-the-limit facility opt-in request has taken effect, a card transaction which results in the current balance of your Business Card account exceeding your available Business Card account credit limit may not be rejected and may be processed as usual, and you will be liable for such transaction in accordance to the terms of the Business Card Programme Agreement. An overlimit handling fee per billing cycle as disclosed in the Bank's Commercial Tariffs will be imposed when the current Business Card account balance exceeds the credit limit assigned to your Business Card account.  If you do not opt-in to the over-the-limit facility, please note the Bank may still post certain types of transactions which may result in over-the-limit transactions. These may include, without limitation, transactions approved yet late posted, transactions which do not require authorisation, foreign currency transactions with posting amounts exceeding authorisation amounts due to exchange rate fluctuation and transactions approved by Mastercard/UnionPay to your Business Card account. In these circumstances, the Bank will impose an overlimit handling fee to the relevant Business Card account as disclosed in the Bank's Commercial Tariffs.		
Payment Instruction (Mandatory for RMB Business Card)	I/We hereby authorise the Bank to settle in full outstanding amounts on my/our HKD and/or RMB Business Card account(s) each month on or before the settlement date by direct debit to the following Bank account with The Hongkong and Shanghai Banking Corporation Limited.		
	The Company Bank Account: HKD Card - HKD Account Number:		RMB Card - RMB Account Number:
	<div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>		<div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>
	My Personal Bank Account: HKD Card - HKD Account Number:		My Personal Bank Account: HKD Card - HKD Account Number:
	<div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>		<div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>
	RMB Card - RMB Account Number:		RMB Card - RMB Account Number:
	<div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>		<div style="border-bottom: 1px solid black; width: 150px; margin: 5px 0;"></div>
Language at ATM/ for Receiving Notification	<input type="checkbox"/> English <input type="checkbox"/> Chinese		<input type="checkbox"/> English <input type="checkbox"/> Chinese

## B. Request Details (Continued)

<input type="checkbox"/> <b>Add New Cardholder(s) (Continued)</b>		
By signing below, each of the undersigned cardholders: <ol style="list-style-type: none"><li>certifies that you have (i) read and hereby makes the declarations set out in Section E and (ii) read and understood the attached Major Terms and Conditions of Business Card Programme Agreement and Notice relating to Personal Data (Privacy) Ordinance; and</li><li><b>understands that the below represents your present choice as to whether or not to receive direct marketing contact or information in respect of this product. Customer who wishes to indicate his/her/its choice as to whether or not to receive direct marketing contact or information from Commercial Banking, Personal Banking, Private Banking, or other business lines must complete a separate form. Please contact the Bank for details.</b></li></ol> <p>Please note that your below choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Notice relating to the Personal Data (Privacy) Ordinance provided together with relevant Terms and Conditions. Please also refer to the Notice on the kinds of personal data which may be used in direct marketing.</p>		
Cardholder's Signature	<input type="checkbox"/> I do not wish the Bank to use my personal data in direct marketing.	<input type="checkbox"/> I do not wish the Bank to use my personal data in direct marketing.
	<b>X</b> Signature Name:	<b>X</b> Signature Name:

## C. Company Signature

By signing below, I/we certify that I/we have read, and hereby make, the declarations as set out in Section E below.		
<b>X</b> Signature Name:	<b>X</b> Signature Name:	Date:
For Sole Proprietorship: signed by Sole Proprietor For Partnership: signed by ALL partners For Limited Company: signed by Authorised Signatory(ies) of the applicant's Current Account. If this section is signed by one individual, the individual signing this section must be a different person to the Chairman who signs the Certificate of Due Authorisation below unless the company has (lawfully) only one director.		

## D. Certificate of Due Authorisation (For Limited Company Only)

I hereby certify that a resolution was passed at a meeting of the Board of Directors of the applicant company on <div style="border: 1px solid black; padding: 2px; display: inline-block;">(insert date)</div> that:	
<ol style="list-style-type: none"><li>the application relating to the Business Card Programme with the Bank be approved;</li><li>all details set out and/or completed in this application or application journey, and the Terms of the Business Card Programme with the Bank (and any changes thereto) be approved and accepted in all respects;</li><li>the authorised signatory(ies) of the customer's Current Account (the "Authorised Signatory(ies)") or any primary user of Business Internet Banking or HSBC HK Business Express mobile app be authorised to apply for the Business Card Programme with the Bank for and on behalf of the customer, and to take any actions and/or sign any document relating or incidental to the Business Card Programme through paper or electronic channels (as appropriate) from time to time, including without limitation to nominate cardholders from time to time and give other instructions to the Bank in relation to the operation of the Business Card Programme;</li><li>the Authorised Signatory(ies) or any primary user of Business Internet Banking or HSBC HK Business Express mobile app be authorised by the customer to, on behalf of the customer, execute the application for the Business Card Programme and provide instructions to the Bank in relation to the Business Card Programme and any other services or products provided by the Bank using an electronic or digital signature;</li><li>any electronic or digital signature be relied on by the Bank as evidence of the legal and valid execution of the Business Card Programme application and all relevant declarations, instructions and/or documents in connection with the Business Card Programme and any other services or products provided by the Bank as if the same had been signed by the Authorised Signatory(ies) or other signatory(ies) authorised by the customer; and</li><li>details of this resolution be communicated to the Bank and remain in force until an amending resolution shall have been passed by the customer's Board of Directors and a certified copy thereof shall have received by the Bank.</li></ol> <p>I, as the Chairman of the meeting, certify that the customer has the power to borrow and details of the above resolution has been entered into the Minute Book of the customer and signed therein by the chairman of the meeting and are in accordance with the customer's Articles of Association or equivalent constitutional documents.</p>	
<b>X</b> Signature (Chairman of the Meeting) Name:	Date:

## E. Company and Cardholder Declaration

1. I/We certify that the information completed on this form is accurate and complete to my/our best knowledge, and authorise The Hongkong and Shanghai Banking Corporation Limited ("the Bank") to confirm this from any source the Bank may choose. I/We acknowledge that such information will be used for this application and other purposes that the Bank deems appropriate.
2. **(Applicable to company only)**  
I/We confirm and warrant that I/we have obtained/will obtain the express and prescribed consent of every Connected Person to the provision of their information to the Bank or a member of the HSBC Group for the Purposes and disclosure to the persons as provided in the relevant terms and conditions and the Notice relating to the Personal Data (Privacy) Ordinance from time to time. I/We agree I/we will indemnify and hold the Bank harmless from all costs, penalties, damages and losses incurred as a result of this warranty being untrue and any other breach of the warranty. The terms "Connected Person", "Purposes" and "HSBC Group" shall have the meaning ascribed to them in the Business Integrated Account General Conditions or the General Terms and Conditions where appropriate.
3. **(Applicable to company only)**  
I/We hereby acknowledge and agree that, subject to paragraph 4 or 5 below (as the case may be), any information with respect to me/us which is provided by me/us at the Bank's request or collected in the course of dealings between me/us and the Bank may be disclosed to, or used and retained by any credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:
  - (a) in order that they may carry out credit and other status checks in respect of me/us in my/our capacity as applicant for, or guarantor of, credit facilities; and
  - (b) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor.
4. **(Applicable to limited company only)**
  - (i) We may by giving the Bank 90 days' notice in writing, (which will take effect from the date of receipt by the Bank) revoke the consent contained in paragraph 3.
  - (ii) If we give notice to revoke the consent given pursuant to paragraph 3 in accordance with paragraph 4(i):
    - (a) subject to paragraphs (ii) (f) and (g) below, the Bank may continue to disclose information pursuant to paragraph 3 until the notice of revocation given pursuant to paragraph 4(i) expires;
    - (b) the Bank may notify all persons to whom the Bank is permitted to disclose information pursuant to paragraph 3 of the fact that a notice of revocation has been given pursuant to paragraph 4(i);
    - (c) the Bank may regard the notice of revocation served on the Bank as also applying to the consent we have previously given in respect of all other credit facilities granted to us;
    - (d) the Bank may terminate any facilities extended to us with effect from the date to be advised by the Bank;
    - (e) the credit reference agency or similar service provider may continue to retain information provided to it by the Bank in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports;
    - (f) the Bank may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in paragraph 4(i) above; and
    - (g) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in paragraph 4(i) above.
  - (iii) Subject to paragraphs 4(i) and (ii), the consent contained in paragraph 3 shall remain in effect;
    - (a) as long as we maintain an account relationship with the Bank and for a period of five years thereafter; or
    - (b) if later, for the period of five years after the date of settlement following a payment default of more than sixty days.
5. **(Applicable to sole proprietorship/partnership only)**  
Under and in accordance with the terms of the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance, I/we have the right, upon satisfactory termination of the facility/loan by full repayment (other than payment by refinancing of the debt balance on the facility/loan by the Bank) and on condition that there has been, within five years immediately before such termination, no material default under the facility/loan as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated facility/loan.
6. **(Applicable to sole proprietorship/partnership only)**  
I/We undertake to notify the Bank in writing of any change to the constitution of the business including any change in the persons comprising the business immediately upon such change taking effect.
7. **(Applicable to partnership only)**  
We agree with the Bank that the partnership shall not be dissolved in the event of any of the partners retiring or ceasing to be a partner of the partnership or there being any change to the constitution of the partnership.
8. **(Applicable to company only)**  
This Form supersedes any previous Customer Consent Form previously signed by me/us. The acknowledgement and agreement contained in this Form are in addition to and do not (i) affect any agreement or consent contained in the Bank's account documentation and/or standard terms and conditions or (ii) prejudice the rights of the Bank under such account documentation and/or standard terms and conditions.
9. I/We agree to provide the Bank with such information/documents as may be requested by the Bank from time to time in connection with this application and hereby authorise the Bank to obtain information relating to me/us from any third parties at any and all times, including without limitation conducting checks with any credit reference agency. I/We understand my/our data currently maintained with the Bank will be adopted for the purpose of, among other things, processing this application, my/our participation in the Business Card Programme and/or any Business Card issued to me/us.
10. I/We acknowledge that, if this application is approved by the Bank, my/our participation in the Business Card Programme and the use of each Business Card is subject to the terms and conditions of the Bank's Business Card Programme Agreement, a copy of which is available upon request and which I/we understand will be given to me/us on approval of this application. I/We further acknowledge and agree that the terms and conditions of the Bank's Business Card Programme Agreement are in addition to but without prejudice to the rights of the Bank under the Business Integrated Account General Conditions or the General Terms and Conditions, where applicable, issued by the Bank.
11. I/We understand that approval of this application and the credit limit to be granted shall be at the sole discretion of the Bank provided that the credit limit so granted will not be greater than that requested by me/us without my/our consent.
12. The Bank may, after assessment of credit factors (based on information available to the Bank), offer the card type as it considers appropriate without prior notice to the Company or any Cardholder irrespective of the customers' choice of card. The Bank reserves the final decision on the card type to be issued.
13. I/We understand that my/our CNP credit card transaction(s) will be rejected, if the Bank do not have any valid mobile number and/or email address available from Cardholder(s) for sending notification.
14. I/We understand that the Bank does not appoint any third parties to refer business card application to it and hereby confirm that this application was not referred by a third party under beneficial arrangement.

### For Bank Use Only

Sales Staff Name	Documents Sighted/Signature Verified by	Total Company Requested Credit Limit	Branch Chop
		HKD	
Approved Limit	SAPS Reference Number	Approved by	
HKD			

# The Hongkong and Shanghai Banking Corporation Limited ("the Bank")

## MAJOR TERMS AND CONDITIONS OF BUSINESS CARD PROGRAMME AGREEMENT (THE "AGREEMENT")

The significant liabilities and obligations of the Company and the Cardholder under the Agreement are summarised below for your particular attention. You should read the full version of the Agreement (which will prevail in the event there is any discrepancy with the following). By using your Card, you will be taken to have accepted the Agreement and will be bound by it.

- (a) The Card is for your use and is not transferable. You should sign the Card immediately on receipt.
- (b) Except as referred to in paragraph (d) below, the Company will be responsible for all transactions effected and charges incurred with the use of the Card. This is despite any dispute which the Company and/or the Cardholder may have with any merchant involved in the transactions.
- (c) If the Company fails to pay the total amount outstanding on the Card Account as shown on the monthly statement by the payment due date, the Company will be liable to pay finance and late charges on the outstanding amount. Details of these charges, as well as other fees charged by us, are as set out in the Bank's Commercial Tariffs available at any of our branches or as notified to the Company and/or the Cardholder.
- (d) You must keep your Card and any personal identification number used in relation to the Card secure. You must promptly report any loss, theft or disclosure of your Card or that number. The Company shall be fully liable for all cash advances effected as a result of the unauthorised use of any such number until notification of its loss, theft or disclosure has been received by the Bank or by a member of MasterCard. In respect of all other transactions debited to a Card Account as a result of the unauthorised use of a Card ("Non-cash Transactions") until notification of its loss, theft or disclosure has been received by the Bank or by a member of MasterCard, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the Card Account for the Company. The Company shall be fully liable for all Non-cash Transactions debited to the Card Account, without limit, and for all other losses suffered or incurred by the Bank or its service provider if the Cardholder and/or the Company has acted fraudulently or with gross negligence in using the Card or its related facilities and/or services or in safeguarding the related Card or has knowingly (whether voluntarily or otherwise) provided the Card or let the Card be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss, theft or disclosure. Failure to follow any measures to safeguard a Card and any such number or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Company from time to time may be treated as gross negligence on the part of the Cardholder and/or the Company for the above purpose.
- (e) If the Company owes us any money on any Card Account, we may without notice combine or consolidate the outstanding balance on any Card Account with any other account(s) which the Company maintains with us and set-off or transfer money from such other accounts to settle such money owing to us.
- (f) We may cancel your Card at any time. A Cardholder and/or the Company may cancel a Card by notice and returning the Card to us.
- (g) Upon the cancellation of the Card for any reason or upon the Company's insolvency, winding-up or bankruptcy, the whole of the outstanding balance on the Card Account (including transactions authorised but not yet charged to the account) will become immediately payable.
- (h) If the Company fails to pay any amount to us when due, we may incur legal, collection or other expenses in recovering the amount from the Company and the Company will be liable for all reasonable costs and expenses reasonably incurred by us.
- (i) You understand that in order to comply with the Code of Banking Practice and guidance given by the Courts, the Bank needs to obtain the Company's consent before it can provide a copy of summary of the Programme, or information on the Company's outstanding liabilities owed to the Bank, to any guarantor or other third party providing security in respect of the Company's liability ("the Surety") or to the Surety's advisers. In addition, if the Bank is obliged to make any formal demand for repayment because the Company has failed to settle any amount due following a customary reminder, the Bank will also need to provide the Surety with a copy of the latest statement of account and / or to give the Surety details of the Company's outstanding liabilities owed to the Bank, whether actual or contingent. The Company agrees to the Bank providing any of the aforesaid documents or information to the Surety (including any potential Surety), to the Surety's solicitors and other professional advisers. The Company understands that, if this consent is not given, the Bank will be unable to provide or continue to provide the Programme to the Company.
- (j) We may change the terms and conditions of the Agreement by notice to the Company and the Cardholder and the changes will apply to the Company and the Cardholder unless the Card is returned to us for cancellation before the changes take effect.



# The Hongkong and Shanghai Banking Corporation Limited

("we", "us", "our", including our successors and assigns)

## NOTICE RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (THE "ORDINANCE")

### Collection of Data

- (a) We may collect the data of customers and other individuals in connection with the purposes set out in this Notice. These customers and other individuals may include the following or any of them (collectively "you", "your"):
- applicants for banking or financial services;
  - persons giving or proposing to give guarantees or security for obligations owed to us;
  - persons linked to a customer or an applicant that is not an individual, including the beneficial owners and officers of that customer or applicant, or in the case of a trust, including the trustees, settlors, protectors and beneficiaries of the trust; and
  - other persons who are relevant to a customer's relationship with us, including third party service providers with whom the customer interacts in connection with the marketing of our products and services and in connection with the customer's application for our products and services (including credit references agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit reference agencies**" or "**CRAs**")).
- (b) If the data requested by us is not provided, we may be unable to provide (or continue to provide) products or services to you or to the relevant customer or applicant linked to you.
- (c) Data may be:
- (i) collected from you directly, from someone acting on your behalf or from another source; and
  - (ii) combined with other data available to members of the HSBC Group ("**HSBC Group**" and any "**member of the HSBC Group**" means HSBC Holdings plc and/or its affiliates, subsidiaries, associated entities and any of their branches and offices).

### Use of Data

- (d) We will use data for the following purposes or any of them (which may vary depending on the nature of your relationship with us):
- (i) considering and processing applications for products and services and the daily operation of products and services (including credit facilities provided to you or the relevant customer linked to you);
  - (ii) conducting credit checks whenever appropriate (including upon an application for consumer credit (including mortgage loans) and when we review credit which normally takes place one or more times each year);
  - (iii) creating and maintaining our credit and risk related models;
  - (iv) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit providers**") to conduct credit checks and collect debts;
  - (v) ensuring your ongoing credit worthiness and good standing;
  - (vi) designing financial products and services (including insurance, credit card, securities, commodities, investment, banking and related products and services) for your use;
  - (vii) marketing products, services and other subjects as described in paragraph (f) below;
  - (viii) determining the amount of indebtedness owed to or by you;
  - (ix) exercising our rights under contracts with you, including collecting amounts outstanding from you;
  - (x) meeting our obligations, requirements or arrangements or those of any member of the HSBC Group, whether compulsory or voluntary, to comply with or in connection with:
    - (1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (2) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines, guidance or requests given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information) and any international guidance, internal policies or procedures;
    - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to us or any member of the HSBC Group; or
    - (4) any agreement or treaty between Authorities;
  - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xii) conducting any action to meet our obligations or those of any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
  - (xiii) meeting our obligations or those of any member of the HSBC Group to comply with any demand or request from the Authorities;

- (xiv) enabling actual or proposed assignee(s) of all or any part of our business and/or assets, or participant(s) or sub-participant(s) of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned; and
- (xv) any other purposes relating to the purposes listed above.

#### **Disclosure of Data**

- (e) Data held by us or a member of the HSBC Group will be kept confidential but we or a member of the HSBC Group may provide data to the following parties or any of them (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
  - (i) any agents, contractors, sub-contractors or associates of the HSBC Group (including their employees, officers, agents, contractors, service providers and professional advisers);
  - (ii) any third party service providers who provide services to us or any member of the HSBC Group in connection with the operation or maintenance of our business (including their employees and officers);
  - (iii) any Authorities;
  - (iv) any persons under a duty of confidentiality to us or a member of the HSBC Group which have undertaken to keep such data confidential;
  - (v) the drawee bank providing a copy of a paid cheque (which may contain data about the payee) to the drawer;
  - (vi) any persons acting on your behalf whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group) or any persons making any payment into a customer's account;
  - (vii) credit reference agencies (including the operator of any centralised database used by credit reference agencies), and, in the event of default, to debt collection agencies;
  - (viii) any persons to whom we or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (d)(x), (d)(xi) or (d)(xii) above;
  - (ix) any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;
  - (x) any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us; and
  - (xi)
    - (1) any member of the HSBC Group;
    - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (3) third party reward, loyalty, co-branding and privileges programme providers;
    - (4) co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant products and services, as the case may be);
    - (5) charitable or non-profit making organisations; and
    - (6) external service providers that we or any member of the HSBC Group engage(s) for the purposes set out in paragraph (d)(vii) above.

Such data may be transferred in and to a place outside Hong Kong.

#### **Provision of Data to Credit Reference Agencies (CRAs) and Debt Collection Agencies**

- (A) We may provide the following data relating to you (whether in sole name or joint names with others) to CRAs:
  - (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
  - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
  - (iv) date of birth or date of incorporation;
  - (v) correspondence address;
  - (vi) mortgage account number in respect of each mortgage;
  - (vii) type of the facility in respect of each mortgage;
  - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

CRAs will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) with credit providers, for sharing in the consumer credit databases of CRAs by credit providers.
- (B) You can instruct us to make a request to the relevant CRA to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to our records.
- (C) If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by CRAs until the expiry of five (5) years from the date of final settlement of the amount in default.
- (D) In the event of any amount being written off due to a bankruptcy order being made against you, CRAs may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default, or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to CRA(s) by you with evidence.
- (E) For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).



## Use of Data in Direct Marketing

- (f) Where you are a customer, we intend to use your data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note that:
- (i) your name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background and demographic data held by us from time to time may be used by us in direct marketing;
  - (ii) the following classes of products, services and subjects may be marketed:
    - (1) financial, insurance, credit card, banking and related products and services;
    - (2) reward, loyalty, co-branding or privileges programmes and related products and services;
    - (3) products and services offered by our co-branding partners (the names of such co-branding partners will be provided during the application for the relevant products and services, as the case may be); and
    - (4) donations and contributions for charitable and/or non-profit making purposes;
  - (iii) the above products, services and subjects may be provided by or (in the case of donations and contributions) solicited by us and/or:
    - (1) any member of the HSBC Group;
    - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (3) third party reward, loyalty, co-branding or privileges programme providers;
    - (4) co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant products and services, as the case may be); and
    - (5) charitable or non-profit making organisations;
  - (iv) in addition to marketing the above products, services and subjects ourselves, we may provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose; and
  - (v) we may receive money or other property in return for providing the data to the other persons in paragraph (f)(iv) above and, when requesting your consent or no objection as described in paragraph (f)(iv) above, we will inform you if we will receive any money or other property in return for providing the data to the other persons.

**If you do not wish us to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right by notifying us.**

## Transfer of Data to Third Party Service Providers Using Bank Application Programming Interfaces (API)

- (g) We may, in accordance with your instructions to us or third party service providers engaged by you, transfer your data to third party service providers using our API for the purposes notified to you by us or third party service providers and/or as consented to by you in accordance with the Ordinance.

## Provision of Another Person's Data

- (h) Where you provide to us data about another person, you should give to that person a copy of this Notice and, in particular, tell him/her how we may use his/her data.

## Data Access Requests

- (i) You have the right:
- (i) to check whether we hold data about you and to access such data;
  - (ii) to require us to correct any data relating to you which is inaccurate;
  - (iii) to ascertain our policies and practices in relation to data and to be informed of the kind of data held by us; and
  - (iv) in relation to consumer credit, 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies).
- (j) In accordance with the provisions of the Ordinance, we have the right to charge a reasonable fee for the processing of any data access request.
- (k) You should send requests for access to data or correction of data or for information regarding policies and practices and kinds of data held to:
- The Data Protection Officer  
The Hongkong and Shanghai Banking Corporation Limited  
PO Box 72677  
Kowloon Central Post Office  
Hong Kong  
E-mail: dfv.enquiry@hsbc.com.hk
- (l) We may have obtained credit report(s) on you from credit reference agency(ies) in considering any application for credit. In the event you wish to access the credit report(s), we will advise the contact details of the relevant credit reference agency(ies).
- (m) Nothing in this Notice shall limit your rights as a data subject under the Ordinance.

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

# The Hongkong and Shanghai Banking Corporation Limited (the "Bank")

## KEY FACTS STATEMENT OF BUSINESS CARD

Interest Rates and Finance Charges			
✧Annualised Percentage Rate (APR) for Purchase	<b>34.46%</b> when you open your account and it will be reviewed from time to time. No finance charge will be payable if the payment of the whole of the statement balance is received by the Bank on or before the payment due date. If the cardholder fails to pay the Bank the whole of the statement balance by the payment due date, a finance charge will be applied (a) to the unpaid statement balance from the statement date immediately preceding the said payment due date until payment in full and (b) to the amount of each new transaction being posted since the statement date immediately preceding the said payment due date, from the transaction date until payment in full. The finance charge will accrue daily and be calculated at the interest rate of 2.5% per month (i.e. at the APR listed above).		
✧APR for Cash Advance	<b>35.61%</b> (inclusive of the cash advance and handling fees) when you open your account and it will be reviewed from time to time. No finance charge will be payable if the payment of the whole of the statement balance is received by the Bank on or before the payment due date. If the cardholder fails to pay the Bank the whole of the statement balance by the payment due date, a finance charge will be applied (a) to the unpaid statement balance from the statement date immediately preceding the said payment due date until payment in full and (b) to the amount of each new transaction being posted since the statement date immediately preceding the said payment due date, from the transaction date until payment in full. The finance charge will accrue daily and be calculated at the interest rate of 2.5% per month (i.e. at the APR listed above).		
Delinquent APR	N/A		
Interest Free Period	Up to <b>56</b> days		
Minimum Payment Due	Card Type	Minimum Payment Due	
	HKD Business Card - Minimum HKD50	Total fees and charges currently billed to the card statement plus 1% of the statement balance (excluding any fees and charges currently billed) as at the statement date (minimum HKD/RMB50), plus overdue or overlimit due whichever is higher.	
	RMB Business Card - Minimum RMB50		
Fees			
Annual Fee	Card Type		
	World Business MasterCard/ Platinum Business Card	1 – 2 Cardholders	HKD980
		3 – 5 Cardholders	HKD780
		6 – 9 Cardholders	HKD550
		10 Cardholders or above	HKD300
	Platinum Business MasterCard/ Gold Business Card	-	HKD550
	RMB Business Card	1 – 2 Cardholders	RMB850
		3 – 5 Cardholders	RMB680
		6 – 9 Cardholders	RMB480
		10 Cardholders or above	RMB260
Cash Advance Fee	- For over-the-counter cash advance:  Cash advance fee of <b>2%</b> plus handling fee of <b>3%</b> on the amount of advance, subject to the following minimum charge: HKD Business Card - HKD80; RMB Business Card - RMB70  - For cash advance made from ATM or through any other channels:  Cash advance fee of <b>2%</b> plus handling fee of <b>3%</b> on the amount of advance, subject to the following minimum charge: HKD Business Card – HKD55; RMB Business Card – RMB50		
Fees Relating to Foreign Currency Transaction	<b>(For HKD Business Card)</b> <b>1.95%</b> of every card ✧transaction which is effected in currencies other than Hong Kong dollars.		
Fee Relating to Settling Foreign Currency Transaction in the Currency of the Credit Card <i>(This fee is not charged by the card issuers)</i>	Customers may sometimes be offered the option to settle foreign currency transactions in the currency of the credit card 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 ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in the currency of the credit card may involve a cost higher than the fees relating to foreign currency transaction.		
Late Payment Fee	HKD Business Card - Minimum Payment Due or HKD250, whichever is the lower RMB Business Card - Minimum Payment Due or RMB250, whichever is the lower		
Overlimit Handling Fee (Per Billing Cycle)	An overlimit handling fee as set out below will be charged if the current balance (excluding all the fees and charges currently billed to the card statement) exceeds the credit limit for the time being assigned to the credit card account: HKD Business Card - HKD180; RMB Business Card - RMB160		
Returned Cheque / Returned Autopay Fee	A fee for each incident of returned cheque/returned autopay as set out below will be charged if the payment is drawn on banks other than HSBC: HKD Business Card - HKD100; RMB Business Card - RMB85		
Note	✧ The APR is calculated based on a set of assumptions as set out in the relevant guidelines as referred to in the Code of Banking Practice and the actual APR applied may be different. ✧ The fee relating to foreign currency transactions applicable for HKD Business Card is inclusive of the transaction fee of 1% charged by Visa/MasterCard to the Bank. The fee relating to foreign currency transactions is not applicable to RMB Business Card.  The Bank has not authorised or appointed any intermediaries to conduct telesales marketing activities for promotion of commercial lending / business cards.  If there is any discrepancy between the English and Chinese versions, the English version shall prevail.		