

Club Marina Cove Membership Credit Card Agreement

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PLEASE READ AND UNDERSTAND THIS AGREEMENT

1. All Hang Seng Bank Limited Club Marina Cove Membership Credit Cards ("the Card(s)") are issued by Hang Seng Bank Limited ("Hang Seng") whether as the card to the applicant ("the Applicant") or as supplementary card(s) to any person or persons nominated by the Applicant as Supplementary Cardmember (hereinafter the Applicant and the Supplementary Cardmember, and their respective personal representatives and lawful successors shall collectively be called "the Cardmember") subject to and on the terms and conditions set out hereinbelow in this Agreement. By activating or using the Card(s), the Cardmember agree(s) to accept and be bound by the following terms and conditions.
2. The person to whom the Card is issued must sign the Card immediately upon receipt. The Cardmember shall be fully responsible for any failure or delay in so doing. The Card is not transferable and shall only be used exclusively by the Cardmember.
3. All Card(s) shall remain the property of Hang Seng and shall be entitled at any time to withdraw, cancel or determine any Card(s) without giving any prior notice and/or reason therefor. The Cardmember shall unconditionally and immediately upon demand surrender or procure to be surrendered to Hang Seng or its agent any or all of the Card(s) issued. Hang Seng shall only accept cancellation of a Card if the Card is physically returned to and received by Hang Seng for that purpose.
4. (a) The Cardmember undertake(s) and agree(s) to pay promptly on demand all debts, liabilities and/or money provided to be chargeable and/or payable by the Cardmember in the Schedule of Repayment and Charges howsoever incurred by use of any or all of the Card(s) issued whether or not such use is authorised hereby or in breach hereof and whether or not such use is by the Cardmember or any third party or parties and whether or not any such liability be incurred and/or discovered prior or subsequent to the cancellation or determination of the Card(s) unless Clause 7(b) applies.
 - (b) Unless otherwise agreed with the relevant Cardmember, Hang Seng will supply a monthly statement ("Card Monthly Statement") in respect of each Card Account of the Cardmember ("the Card Account") on such date and setting out such details (as Hang Seng in consultation of the Club Marina Cove Limited may from time to time determine) of all sums debited and credited to the Card Account during the relevant statement period. The Card Monthly Statements will also indicate the Payment Due Date and the Minimum Payment Amount (if applicable). Hang Seng will have discretion whether to supply a Card Monthly Statement if (i) there are no entries covering the relevant statement period and credit or debit balance on the Card Account since the last Card Monthly Statement is less than HKD 10 or the equivalent amount in foreign currency (or such other amount as determined by Hang Seng from time to time) or (ii) where the Card has been cancelled or terminated by Hang Seng or the Cardmember for whatever reason and there is a debit balance in the Card Account overdue for such period considered by Hang Seng to be unacceptable. Without prejudice to the provisions of other Clauses in this Agreement, when a Card Account has been cancelled or terminated by the Cardmember or Hang Seng, it is the duty of the Cardmember to request for an updated Card Account Statement or to inquire with Hang Seng from time to time on the current outstanding balance of the Credit Card Account for repayment purpose and interest and finance charge (where applicable) shall continue to accrue thereon until full repayment at such rates as prescribed by Hang Seng from time to time. Any Card Monthly Statement shall be accepted by the Cardmember as correct except to the extent that the Cardmember notifies Hang Seng, in writing, of any alleged error or omission within 60 days from the Card Monthly Statement date or Hang Seng notifies the Cardmember of an error. Hang Seng's records shall, in all other respects, be conclusive unless and until the contrary is established.
 - (c) (i) The Applicant shall be liable for all debts and liabilities incurred and transactions effected by the Applicant and each Supplementary Cardmember by use of the Cards.
 - (ii) Each Supplementary Cardmember shall be liable only for all debts and liabilities incurred and transactions effected by him from time to time.
 - (iii) For the avoidance of doubt, Hang Seng is entitled to recover all or any debts and liabilities of a Supplementary Cardmember from either the Applicant or the Supplementary Cardmember or both.
 - (d) Without prejudice to the generality of the foregoing, the Cardmember jointly and severally agree(s) that Club Marina Cove Limited ("the Club") may from time to time advise Hang Seng sums due to the Club from the Cardmember in respect of monthly dues, berth/hardstand rentals, fuel, government rates, electricity charges and/or such other merchandise or service without producing any related sales slips, vouchers, receipts or other evidence relating thereto and that such sums shall be deemed to be sums owing or debts incurred by use of or arising from or in relation to the Card(s). A statement of Hang Seng in respect thereof shall be conclusive evidence against the Cardmember of the liability of the Cardmember to pay to Hang Seng such sums of money and the Cardmember shall absolutely be liable to pay to Hang Seng such sums of money provided that the payment by the Cardmember to Hang Seng shall not be construed as any acknowledgement by the Cardmember of his liabilities to the Club.
5. All the Cardmember together shall not use the Card(s) to a total aggregate extent in excess of the credit limit specified by Hang Seng and advised to the Applicant Provided Always That the Cardmember shall nonetheless be liable for all use in excess in breach hereof.
6. Hang Seng's record in relation to any transactions effected by or otherwise involving the use of any of the Card(s) on any electronic data transmission terminal, e.g. (ECR) electronic cash registers, point of sale terminal etc. shall in all respect be conclusive against and binding on the Cardmember to the extent allowed by law, rules, regulations and codes of conduct and practice.
7. (a) Upon notice or suspicion of (i) any loss, theft or misuse of the Card(s) or (ii) any unauthorised card transaction, withdrawal or transfer or other banking transaction involving the use of the Card(s), it shall be the duty of the Cardmember to notify Hang Seng as soon as reasonably practicable (i) through online channels designated by Hang Seng from time to time; or (ii) in writing addressed to the Hang Seng at such location as Hang Seng may from time to time notify; or (iii) by telephone at such telephone numbers as Hang Seng may from time to time prescribe (which Hang Seng may ask the Cardmember to confirm in writing with any details given).



- (b) When it is established that the Cardmember has acted in good faith, exercised reasonable care and diligence in safe-keeping the Card and reported the loss, theft or misuse as soon as reasonably practicable upon notice or suspicions thereof:-
- (i) the Cardmember shall not be liable for any unauthorised Card transactions effected after Hang Seng actually receives the loss, theft or misuse reports; and
 - (ii) the Cardmember's liability for all unauthorised Card transactions effected before Hang Seng actually receives the loss, theft or misuse report shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmember from time to time.
- (c) The Cardmember shall be liable for all unauthorised Card transactions, withdrawals and transfers and other banking transactions involving the use of the Card if the Cardmember has acted fraudulently or with gross negligence or has failed to comply with the Cardmember's obligations set out in this Clause 7.
- (d) Hang Seng may at its discretion act on any oral notice purportedly given by the Cardmember and any action so taken by Hang Seng shall not render Hang Seng howsoever liable to the Cardmember or otherwise discharge any liability of the Cardmember.
8. Hang Seng may at its absolute discretion and on such terms and conditions and at such charges agree to issue a replacement Card for any Card damaged, lost or stolen.
9. The Cardmember must notify Hang Seng promptly in writing of any changes of his telephone numbers, employment, office/home address and/or e-mail address. The Cardmember shall also inform Hang Seng as soon as possible of any difficulty in repaying any indebtedness or in meeting any payment to Hang Seng arising from the use of the Card and/or the related services.
10. If the Cardmember is absent from Hong Kong for more than one month, the Applicant shall leave clear and specific instructions to settle the Card Account with Hang Seng and shall advise such instructions to Hang Seng prior to his departure.
11. Hang Seng shall not be liable for the refusal of any merchant establishment to accept or honour the Card(s) nor shall be responsible in any way for the goods and/or services supplied to the Cardmember. Any complaints by the Cardmember must be resolved by him with the merchant establishment and no claim by the Cardmember against the merchant establishment may be the subject of set-off or counter-claim against Hang Seng.
12. (a) The Schedule of Repayment and Charges is an integral part of these terms and conditions and shall be so construed accordingly and all definitions, terms and references hereof shall be applicable thereto.
- (b) Hang Seng shall be entitled from time to time to alter, amend, and/or add to these conditions and/or the Schedule of Repayment and Charges as Hang Seng may at its sole and absolute discretion think fit and any alteration, amendment and/or addition thereto from time to time announced by Hang Seng shall become effective subject to Hang Seng's notice (for a period of not less than 60 days for any variation affecting fees and charges under the control of Hang Seng, for a period of not less than 30 days for any other variations affecting the liabilities or obligations of the Cardmember or for such reasonable period as Hang Seng may prescribe in the case of any other variations) which may be given by display, advertisement, or other means as Hang Seng thinks fit, and shall be binding on the Cardmember unless the Cardmember terminates the Card(s) by written notice received by Hang Seng (together with the returned Card(s) which must be cut) before the effective date of the variation.
13. It is hereby expressly provided that notwithstanding the fact that any one or more of the Cardmember shall not be liable under this Agreement for whatsoever reason including but not limited to illegality and lack of capacity to enter into agreement or the omission or failure of his signing or entering into this Agreement or otherwise howsoever, the other Cardmember shall remain liable and this Agreement shall be so binding on them conclusively. The terms and conditions of this Agreement shall apply to the use of any additional card and the expression "the Card(s)" shall, where applicable, include each such additional card.
14. The Card(s) can only be used at the Club or such merchant establishment(s) designated by Hang Seng.
15. Hang Seng may appoint any person as third party agency (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Cardmember to Hang Seng and the Cardmember shall be responsible for all costs and expenses which may be reasonably incurred by Hang Seng for that purpose on each occasion.

16. Collection and disclosure of information of the Cardmember

(a) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Collection, use and sharing of Cardmember Information

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

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

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

COLLECTION

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

USE

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

SHARING

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

THE CARDMEMBER'S OBLIGATIONS

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

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

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

(vii) Where

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

Hang Seng may:

- (A) be unable to provide new, or continue to provide all or part of the Services to the Cardmember and reserve the right to terminate Hang Seng's relationship with the Cardmember;
- (B) take actions necessary for Hang Seng or a member of the HSBC Group to meet the Compliance Obligations; and
- (C) block, transfer, close or terminate the Cardmember's account(s) or any Card(s) where permitted under local Laws.

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

(c) Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Cardmember, or on the Cardmember's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Cardmember Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Cardmember or a Connected Person.
- (ii) Hang Seng and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Cardmember's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither Hang Seng nor any member of the HSBC Group shall be liable to the Cardmember or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Cardmember or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax Compliance

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

(e) Miscellaneous

- (i) In the event of any conflict or inconsistency between any of this Clause and the provisions in or governing any other service, product, business relationship, account or agreement between the Cardmember and Hang Seng, this Clause shall prevail.
- (ii) If all or any part of the provisions of this Clause become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause in that jurisdiction.

(f) Survival upon termination

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

17. (a) Hang Seng may (but shall not be obliged to), and the Cardmember expressly authorises Hang Seng, to record by tape or other means all instructions and requests given by the Cardmember verbally to Hang Seng and all other verbal communications between the Cardmember and Hang Seng in connection with the Card(s) and/or any of the services including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). The Cardmember expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of Hang Seng, shall be conclusive evidence between Hang Seng and the Cardmember as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute.
- (b) Hang Seng reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, Hang Seng reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as Hang Seng may consider appropriate.
18. Hang Seng may assign or transfer all or any of its interests, rights and obligations under this Agreement to any member of the Hang Seng Bank Group without the prior written consent of any Cardmember and each Cardmember 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.

19. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Each of Hang Seng and the Cardmember submits to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but this Agreement may be enforced in the Courts of any competent jurisdiction.
20. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender.
21. No person other than the Cardmember and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Agreement.

Schedule of Repayment and Charges

1. The following items will be charged to the Card Account and payable by the Cardmember:-
 - (a) All transactions in relation to the use of the Card(s) whether relating to the purchase of goods or services;
 - (b) Financial charges as provided hereinafter;
 - (c) Annual fee at such rate(s) as Hang Seng shall from time to time determine and announce for each of the Card(s) issued;
 - (d) All charges, costs and expenses (including all legal costs incurred on a full indemnity lawyer-client basis whether before or after judgement and before or after legal proceedings, costs of employing outside debt collecting agenc(ies) and/or institution(s) and other expenses of reasonable amount) reasonably incurred by Hang Seng for the enforcement of any provisions of the Club Marina Cove Membership Credit Card Agreement and/or for the recovery of any sum(s) due and payable but in default;
 - (e) Handling fee for the re-issuance or replacement of any of the Card(s) at such rate(s) as Hang Seng shall from time to time determine;
 - (f) Service charge is payable in the following events:
 - (i) when any cheque paid into the Card Account is not honoured;
 - (ii) when any direct debit authorisation processed to any bank account designated by the Cardmember to settle the Card Account(s) is returned due to insufficient fund on the bank account;
 - (g) Handling fee at such rate(s) Hang Seng shall from time to time determine and announce for each copy of sales vouchers or statements specifically requested by the Cardmember;
 - (h) Hang Seng shall be entitled to prescribe, from time to time, fees and charges payable in respect of the use of the Card and/or the related services. Hang Seng shall be entitled to debit such fees and charges to the Card Account when due. Any such fees may be varied subject to Hang Seng's notice for a period of not less than 60 days unless the variation is beyond the control of Hang Seng in which case reasonable notice will be given, and the varied fees shall be binding on the Cardmember if the Cardmember continues to use or retain the Card or (if applicable) to use any of the related services after the effective date thereof.
2.
 - (a) In addition and without prejudice to Hang Seng's right to demand payment at any time, the Cardmember agree(s) to pay Hang Seng, promptly on or before the Payment Due Date therein specified the amount stated to be the New Balance in the Card Monthly Statement;
 - (b) Without prejudice to any other rights and remedies of Hang Seng, an additional late charge at such rate as Hang Seng shall from time to time determine and announce shall be payable by the Cardmember if the New Balance is not paid to and received by Hang Seng before the Payment Due Date specified.
3. Financial charges at such rate(s) as Hang Seng shall from time to time determine and announce shall be chargeable daily on all sum(s) for the time being owing and unpaid by the Cardmember to Hang Seng
 - (a) by or through the use of any or all of the Card(s) for or in relation to the purchase of goods and/or services and/or
 - (b) for any fees or charges payable under this Schedule Provided Always That notwithstanding the foregoing, if the New Balance stated in a Card Monthly Statement relating to such sums owing as aforesaid is paid to and received by Hang Seng on or before the Payment Due Date specified, Hang Seng will waive the financial charges payable on such sum(s) from the Closing Date stipulated in the Card Monthly Statement.
4.
 - (a) Payments received by Hang Seng in respect of the Card Account will be applied in the following order in or towards payment of
 - (i) outstanding finance charges,
 - (ii) all relevant interest, fees and charges including but not limited to late charge, overlimit fee and replacement card fee specified in the last Card Monthly Statement,
 - (iii) outstanding amount in respect of purchases of goods and/or services specified in the last Card Monthly Statement,
 - (iv) all relevant interest, fees and charges including but not limited to late charge, overlimit fee and replacement card fee during the current statement period,
 - (v) outstanding amount in respect of purchases of goods and/or services during the current statement period and
 - (vi) all other amount owed by the Cardmember to Hang Seng under this Agreement.
 - (b)
 - (i) No interest will accrue on any credit balance in the Card Account. The Cardmember may request Hang Seng to refund any credit balance in the Card Account subject to payment of a handling fee. Withdrawal by the Cardmember from the Card Account in any other manner shall constitute a cash advance notwithstanding any credit balance in the Card Account.
 - (ii) Each Cardmember agrees that Hang Seng may debit his Card Account to make a partial or full refund of his credit balance by any means determined by Hang Seng, including making a transfer to any of the Applicant's bank accounts with Hang Seng or sending a cashier's order to the Applicant's address last notified in writing to Hang Seng, at any time without prior notice.
5. Notwithstanding any provisions herein, all the Card(s) issued shall be deemed to be immediately and automatically cancelled and determined upon
 - (a) the death or bankruptcy of the Cardmember or any of them or
 - (b) the cancellation or determination of the Card issued to the Applicant and/or the Supplementary Cardmember or

- (c) the breach of any terms and conditions hereof, whichever is the earliest, and in such event,
- (i) all sums owing but unpaid by the Cardmember to Hang Seng for the time being at that time (whether or not previous statement(s) therefor has/have been sent to the Cardmember and whether or not the same has previously been posted to the Card Account) shall become immediately due and payable without demand; and
 - (ii) any liabilities and/or sum(s) (hereinafter collectively referred to as "Subsequent Liabilities") incurred or discovered to be payable after such time shall also be immediately payable and due without demand upon their incurrence or discovery Provided Always That in any such events as aforesaid, notwithstanding any provisions in Clause 3 of this Schedule above, all sums owing and unpaid at any time after the date of the cancellation or determination of the Card(s) shall bear interest at such rate(s) Hang Seng shall from time to time at its sole and absolute discretion determine on a daily basis from the time of such cancellation or determination (and in case of any Subsequent Liabilities, from the date of incurrence) to the date of actual payment (whether before or after judgment).
6. (a) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Applicant's account, whether in the name of the Applicant or in the names of the Applicant and any other person(s) in or towards satisfaction of any indebtedness owing by the Applicant and/or any Supplementary Cardmember to Hang Seng under this Agreement whether actual or contingent.
- (b) Hang Seng may, at any time and without notice, apply any credit balance in any currency on any of the Supplementary Cardmember's account, whether in the name of that Supplementary Cardmember or in the names of that Supplementary Cardmember and any other person(s) in or towards satisfaction of any indebtedness owing by that Supplementary Cardmember to Hang Seng in respect of use of his Card.
- (c) In the case of a joint account where the Applicant or the Supplementary Cardmember is one of the joint account holders, Hang Seng may, at any time and without notice, apply any credit balance on such joint account in or towards satisfaction of any indebtedness owing to Hang Seng by the Applicant or the Supplementary Cardmember.
7. (a) All payments to be made by the Cardmember, any guarantor, security provider or other person (collectively "the obligors" and each "an obligor") to Hang Seng under this Agreement or under any documents relating to the Card(s) service shall be made to Hang Seng as specified by Hang Seng without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time an obligor is required to make any deduction or withholding for or on account of tax or otherwise from any payment to Hang Seng, the sum due from that obligor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Hang Seng receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which Hang Seng would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the obligors to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The obligors shall jointly and severally indemnify Hang Seng against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of the relevant obligor to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon request of Hang Seng, the obligors shall jointly and severally and promptly deliver to Hang Seng evidence satisfactory to Hang Seng that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.
- (b) Any fee or charge referred to in this Agreement is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the relevant obligor at the same time as it pays the relevant fee or charge.
8. The Cardmember shall indemnify Hang Seng, its officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and related expenses, and any claims by any relevant authorities on Hang Seng for tax in respect of any profits or gains attributable to the Cardmember) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Card(s) or any services in connection with the Card(s) to the Cardmember or the exercises or preservation of Hang Seng's powers and rights under this Agreement, unless due to the negligence or wilful default of Hang Seng, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. Hang Seng is entitled to withhold, retain or deduct such portion from the Cardmember's assets in the possession or control of Hang Seng or such amount from any of the Cardmember's accounts with Hang Seng as it reasonably determines to be sufficient to cover any amount which may be owed by the Cardmember under this Clause. This indemnity shall survive notwithstanding the termination of the Card(s) or any services in connection with the Card(s) or any part of them.