

# The Hongkong and Shanghai Banking Corporation Limited

## REVOLVING CREDIT FACILITY TERMS AND CONDITIONS

If your application for the Revolving Credit Facility (the "**Revolving Facility**") is successful, we will notify you by a Facility Setup Confirmation Letter (the "**Confirmation Letter**").

### 1. Applicable terms and conditions

You are required to observe and will be bound by:

- (a) our General Terms and Conditions;
- (b) (if you use ATM facility) our ATM Card Terms and Conditions; and
- (c) the Revolving Credit Facility Terms and Conditions (these "**Terms and Conditions**").

The provisions in these Terms and Conditions prevail over the provisions in the ATM Card Terms and Conditions and the General Terms and Conditions to the extent of any inconsistency between them.

### 2. Drawdown arrangements

If we approve your application for the Revolving Facility, the full amount of the Revolving Facility (the "**Credit Limit**") will be drawn down immediately and we will credit such amount (minus any applicable annual service fee) to the Repayment Account.

### 3. Fees

#### (a) Non-refundable annual service fee

Upon the approval or the annual renewal of the Revolving Facility, you will need to immediately pay a non-refundable annual service fee (if applicable). Such service fee will be calculated at the rate from time to time determined by us. We will deduct such service fee every year from the account to which the Revolving Facility has been granted (the "**Facility Account**").

#### (b) Service fee on increase of the Credit Limit

If we approve an increase of the Credit Limit during the year, you will need to immediately pay an additional non-refundable service fee on the amount of increase upon our approval of such increase. Such service fee will be calculated on a pro-rata basis.

#### (c) Our right to hold/deduct service fees

We have the right to hold/deduct the service fees in Clauses 3(a) and (b) above (if applicable) and other related charges from the proceeds of the Revolving Facility and only pay the remaining balance to you.

### 4. Interest

(a) You are required to pay interest on the Revolving Facility at an interest rate which we will set at our discretion from time to time. Interest will accrue on a daily basis on the debit balance outstanding under the Facility Account and is payable on a monthly basis. We will deduct the amount of interest payable from the Facility Account every month.

(b) We will not pay interest on any credit balance in the Facility Account.

### 5. Statement

We will normally send you a statement every month on the statement date as referred to in the Confirmation Letter ("**Statement Date**"). In the statement, we will set out the following:

- (a) the total amount outstanding on the Facility Account on the Statement Date (the "**Outstanding Debit Balance**");
- (b) the amount due and payable by you (which is the sum of any payment in arrears, unauthorised debit amount and the minimum monthly repayment amount) ("**Minimum Amount Payable**"); and
- (c) the date by which payment must be made to us (the "**Payment Due Date**").

### 6. Repayment arrangements

- (a) The minimum monthly repayment amount will be calculated according to the formula set out in the Confirmation Letter (subject to any change as provided in Clause 9 below).
- (b) Subject to our normal terms and conditions, we will accept payment of any part of the Outstanding Debit Balance by cheque or other means.
- (c) If you do not pay the Minimum Amount Payable in full by the Payment Due Date, we have the right to deduct any shortfall from the Repayment Account after the Payment Due Date.
- (d) Without limiting or reducing the effect of other provisions in these Terms and Conditions, if the Minimum Amount Payable is still not paid in full by the Payment Due Date after we debit any shortfall from the credit balance in the Repayment Account (as referred to in Clause 6(c) above), we will include the unpaid portion as payment in arrears. We may charge, without prior notice, a late charge at a rate or amount set out in the Confirmation Letter (subject to any change as provided in Clause 9 below). We will deduct such late charge from the Facility Account after the Payment Due Date.

### 7. Our other rights

- (a) If the total Outstanding Debit Balance exceeds the Credit Limit, we have the right to charge an unauthorised overdraft handling charge as referred to in the Confirmation Letter (subject to any change as provided in Clause 9 below). We will deduct such handling charge from the Facility Account.
- (b) If the Minimum Amount Payable is not paid in full by the Payment Due Date, we have the right to suspend further drawings under the Revolving Facility.
- (c) We have the right to charge a handling fee for processing any request to increase the Credit Limit or for each cash withdrawal from the Facility Account effected at an ATM or over-the-counter (or by such other means as may be permitted by us from time to time).

- (d) We have the right, at any time, to:
  - (i) increase, decrease, cancel, terminate or suspend the Revolving Facility;
  - (ii) not permit drawings under the Revolving Facility; and
  - (iii) demand immediate repayment of all amounts outstanding on the Facility Account together with all accrued interest.
- (e) We also have the right to deduct any outstanding amounts and interest, as well as any fees, charges and other amounts owing under these Terms and Conditions, from the Repayment Account at any time. We are not required to give you prior notice of, or any reason for, doing so.
- (f) You agree that we may debit your Revolving Credit Facility Account to make a partial or full refund of your credit balance by any means determined by us, including making a transfer to any of your bank accounts with us, at any time without prior notice.

## 8. Notice

- (a) If you will be absent from Hong Kong for more than one month, you will make arrangements to repay any amount outstanding under the Revolving Facility that may fall due during your absence.
- (b) If you have any difficulty in repaying any amount outstanding under the Revolving Facility, you should notify us as soon as possible. You should also notify us in writing of any change in your name, address or employment.
- (c) Any notice given by us in accordance with these Terms and Conditions will be considered to have been received by you within two days of posting to your address last notified to us.

## 9. Variation of terms and conditions, charges and fees

- 9.1 The amounts or percentages of fees, charges and interest rates applicable to the Revolving Facility will be set out in the Confirmation Letter or notified to you by other means, and are also specified in our tariff guide available at our website or upon request at any of our branches in Hong Kong. If you require any service that is not specified in the Confirmation Letter, other fees and charges as set out in our "Bank tariff guide for HSBC Wealth and Personal Banking Customers" may apply.
- 9.2 We have the right to vary these Terms and Conditions and such amounts, percentages or other fees and charges, as well as impose new fees and charges, from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless you cancel the Revolving Facility and repay in full all amounts outstanding under the Revolving Facility before the date on which that variation takes effect.

## 10. Payments without deduction

- (a) All payments to us under or in connection with the Revolving Facility (including outstanding amount on the Facility Account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with the Revolving Facility. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with the Revolving Facility.
- (b) You agree that any termination of the Revolving Facility is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of the Revolving Facility, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if the Revolving Facility is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with the Revolving Facility, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated the Revolving Facility.
- (c) You hereby confirm that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of the Revolving Facility whether under applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country/region where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
- (d) This Clause 10 will continue to be effective after the termination of the Revolving Facility.

## 11. Set-off

In addition to the general right of set-off or other rights conferred by law or under any agreement, we have the right, without prior notice, to:

- (a) combine or consolidate any amount outstanding under the Revolving Facility, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Revolving Facility, with the balance on any other accounts you maintain with us; and
- (b) set off or transfer any money standing to the credit of any other account you maintain with us in or towards settlement of any amount owing by you to us under the Revolving Facility and any other amounts payable by you under these Terms and Conditions.

## 12. Application of payments to the Facility Account

- (a) We will apply the payments and credits to the Facility Account to reduce the amount outstanding under the Revolving Facility. The reduction will be made in the following order:
  - (i) firstly, any legal and collection fees, finance charges, handling fees, late charges and other fees and charges;
  - (ii) secondly, any interest accrued; and
  - (iii) lastly, the outstanding principal amount.
- (b) Without affecting or limiting the effect of Clause 12(a) above, we have the right to apply the payments and credits to the Facility Account in any other order as we consider appropriate without prior notice to you.

### 13. Termination

- (a) If (i) the Revolving Facility is terminated or (ii) you become bankrupt or pass away, the whole of the outstanding balance on the Facility Account will become immediately due and payable in full to us.
- (b) You or your estate will be required to pay all amounts outstanding on the Facility Account and other amounts owing under the Revolving Facility. Until repayment is made in full, we will continue to charge fees and charges according to these Terms and Conditions.

### 14. Reimbursement of debt collection fees

If you fail to pay any amount to us when due or if you breach these Terms and Conditions, we may enforce our rights or pursue remedies to collect or recover any outstanding amount under the Revolving Facility. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in demanding, collecting or recovering any outstanding amount.

### 15. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

### 16. Joint and several liability

If you and any other person sign or agree to be bound by these Terms and Conditions:

- (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the Revolving Facility or these Terms and Conditions; and
- (b) any notice from us to any one of these persons will be deemed considered effective notification to all other persons.

### 17. Review

We have the right to review the Revolving Facility at any time. You may also apply for a review of the Credit Limit at any time.

### 18. Governing law and jurisdiction

These Terms and Conditions shall be governed by and will be construed according to Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts.

### 19. Language

The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

### 20. Third Party Rights

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

### Definitions

**ATM** means an automated teller machine.

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

**Repayment Account** means a repayment account designated by you.

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

**you or your** means the person to whom we grant the Revolving Facility.

Issued by The Hongkong and Shanghai Banking Corporation Limited

# 香港上海滙豐銀行有限公司

## 循環「萬應錢」貸款條款及細則

如閣下申請循環「萬應錢」貸款（「**循環貸款**」）獲本行批核，閣下會獲專函通知（「**通知函**」）。

### 1. 適用條款及細則

閣下須遵守並會受下列條款及細則約束：

- (a) 本行一般條款及細則；
- (b) （如閣下使用自動櫃員機服務）本行自動櫃員機卡條款及細則；及
- (c) 本循環「萬應錢」貸款條款及細則（「**本條款及細則**」）。

如自動櫃員機卡條款及細則及一般條款及細則與本條款及細則有任何不一致，概以本條款及細則為準。

### 2. 提款安排

如本行批核閣下循環貸款的申請，閣下須全數提取獲批核的貸款額（「**信貸額**」），本行會立即把相當於信貸額的金額在扣除任何適用年費後存入閣下所指定的還款戶口。

### 3. 費用

#### (a) 不可退還的年費

本行初次批核或每年續批循環貸款時，閣下須立即繳付一筆根據本行不時設定的收費率計算的年費（如適用），此年費一經繳付，本行在任何情況下均不會退回。本行會從設立循環貸款的戶口（「**貸款戶口**」）扣除年費。

#### (b) 增加信貸額的年費

如本行在年中批核增加閣下的信貸額，閣下須立即繳付一筆按所增加的金額計算的年費。此年費會按比例計算，一經繳付，本行在任何情況下均不會退回。

#### (c) 本行的扣起或扣除權

本行有權從循環貸款的提款額中扣起及／或扣除第 3 (a) 條及第 3 (b) 條的費用（如適用）及其他有關費用，然後將餘額付予閣下。

### 4. 利息

(a) 閣下須就循環貸款根據本行不時設定的利率繳付利息。利息會根據閣下的貸款戶口的結欠逐日計算，並須每月繳付。本行會每月於貸款戶口內扣除應付的利息。

(b) 本行不會為貸款戶口下的任何結餘支付利息。

### 5. 月結單

一般情況下，本行會每月在通知函上所列的結單日（「**結單日**」）把月結單寄予閣下。月結單會列明：

- (a) 貸款戶口在結單日未清還的總結欠（「**總結欠**」）；
- (b) 閣下當時應付的金額（即過期還款額、未經授權透支金額及每月最低還款金額的總和）（「**最低還款金額**」）；及
- (c) 最後付款日期（「**還款日**」）。

### 6. 還款安排

(a) 每月最低還款金額會根據通知函上所列的方式計算，本行亦可根據第 9 條不時作出調整。

(b) 受本行的正常條款及細則規限下，本行接受以支票或其他方式清還總結欠的任何部份欠款。

(c) 如閣下未能在還款日或該日前清還最低還款金額，本行有權在還款日後從閣下的還款戶口中扣除剩餘未清還的金額。

(d) 在不限制或不削減本條款及細則的其他條文的效力的前提下，如本行從閣下的還款戶口中扣除剩餘未清還的金額（如第 6(c) 條所提及）後，最低還款金額仍未能在還款日或該日前全數清還，本行會把未清還的金額計算在過期還款額內。本行可能在不另通知的情況下，按通知函上所列的金額或利率徵收逾期費用，本行亦可根據第 9 條不時調整逾期費用。本行會於還款日後從貸款戶口支取該逾期費用。

## 7. 本行的其他權利

- (a) 如總結欠超出信貸額，本行有權支取在通知函上所列的未經授權透支手續費，本行亦可根據第 9 條不時調整未經授權透支手續費。本行會從貸款戶口內支取該未經授權透支手續費。
- (b) 如閣下在還款日未能清還最低還款金額，本行有權暫停閣下從循環貸款提取款項。
- (c) 如閣下要求在貸款戶口進行增加信貸額或於自動櫃員機或櫃檯（或以其他本行不時認可的方式）提取現金，本行有權就處理閣下之要求收取手續費。
- (d) 本行有權隨時：
  - (i) 增加、遞減、取消、終止或暫停循環貸款；
  - (ii) 不允許循環貸款下的提款；
  - (iii) 要求閣下立刻清還貸款戶口的總結欠及所有利息。
- (e) 本行有權隨時從閣下的還款戶口內扣除欠款、利息及所有其他根據本條款及細則所欠本行的金額和費用，而無需事先通知閣下或給予任何理由。
- (f) 閣下同意本行可在任何時候透過本行決定之任何方式支取閣下循環「萬應錢」貸款戶口以退還該戶口內部分或全部結餘，包括轉賬至閣下於本行持有的任何銀行戶口，而無需事先通知。

## 8. 通知

- (a) 如閣下會離開香港一個月以上，應在離境前安排清還會於離港期間到期的循環貸款下所欠的任何金額。
- (b) 如閣下在清還循環貸款下所欠金額方面有任何困難，應盡早通知本行。閣下的姓名、地址及職業如有任何更改，亦須書面通知本行。
- (c) 若本行根據本條款及細則按最後報稱的地址向閣下發出任何通知，閣下會於本行郵寄該通知後兩日被視為已收到該通知。

## 9. 更改條款及細則、收費及費用

- 9.1 有關循環貸款的費用、收費及利息的金額或百分率均列於通知函內或以其他方式通知閣下，及已刊登在本行的收費表上。該收費表已發佈在本行的網站，閣下亦可向在香港的任何分行索取。如閣下需要本行提供其他服務而該項服務並無列於通知函內，本行會依照「滙豐財富管理及個人銀行業務服務費用簡介」收取有關費用。
- 9.2 本行有權不時更改本條款及細則、有關的費用及收費的金額或百分率，或收取新的費用及收費。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於任何更改生效前取消循環貸款及清還全數剩餘未清還的金額，否則閣下須受有關更改約束。

## 10. 不得從付款中扣減款項

- (a) 所有根據或有關循環貸款作出的付款（包括貸款戶口未清還的結欠、利息、費用及收費）必須全數向本行支付。閣下不得從閣下根據或有關循環貸款作出的任何付款中扣除本行欠下閣下的任何款項。如根據適用法律或法規須扣除稅款或類似的收費，或因任何其他原因須作出扣除，或本行之後須根據適用法律或法規退還任何所收到的支付欠款的款項，閣下必須補足差額，以確保本行全數收到根據或有關循環貸款應付的款項。
- (b) 閣下同意，作為終止循環貸款的先決條件，本行所收到的還款不會於其後須根據任何適用法律或法規被退還或扣減。當終止循環貸款後，若本行之後須根據適用法律或法規退還任何所收到的還款，或當終止循環貸款時，若本行並未全數收到償還欠款的款項，則閣下仍然有責任支付差額或任何餘款，以確保本行能全數收到根據或有關循環貸款應付的款項，而本行有權向閣下追討該差額或任何餘款，猶如本行從未終止循環貸款。
- (c) 閣下確認，根據香港的適用法律或法規，或任何其他閣下可能居住的國家／地區的適用法律或法規項下有關循環貸款的任何預扣稅義務或其他扣減或預扣義務（無論是稅務或任何其他原因的扣減或預扣）均為閣下的責任。閣下將應本行的要求從速向本行提供本行認為滿意的證據，以證明閣下已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果，包括任何機構可能就此向本行作出的任何申索，閣下確保本行不會招致任何損失，並同意應要求對本行作出全部彌償。
- (d) 本第 10 條於終止循環貸款後仍然繼續有效。

## 11. 抵銷

除法律或任何合約下授予的任何一般抵銷權或其他權利外，本行亦有權在無需事先通知閣下的情況下：

- (a) 將任何在循環貸款下未清還的款項及閣下在本條款及細則下應付予本行的任何款項與閣下於本行維持的任何其他戶口的結欠合併或綜合計算；及
- (b) 以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉賬，用以清還閣下在循環貸款下所欠本行的款項及閣下在本條款及細則下應付予本行的任何款項。

## 12. 存入信貸戶口款項的應用

- (a) 本行會把存入貸款戶口的款項或其他進賬按照下列次序用作扣減循環貸款下剩餘未清還的金額：
- 首先，用作扣減法律及收賬費用、財務費用、手續費、逾期費用及其他收費及費用；
  - 其二，用作扣減所有已積累的利息；
  - 最後，用作扣減剩餘未清還的本金金額。
- (b) 在不限制或不削減第 12(a) 條的效力的前提下，本行可用本行認為適當的任何次序應用存入貸款戶口的款項或其他進賬，而無需預先通知閣下。

## 13. 終止循環貸款

- (a) 如 (i) 循環貸款已被終止或 (ii) 閣下破產或逝世，貸款戶口的全數欠款將立即到期，並須向本行全數清還。
- (b) 閣下或其遺產管理人須負責清還貸款戶口的欠款及其他由於循環貸款所欠的金額。在未清還上述金額前，本行有權繼續按本條款及細則收取收費及費用。

## 14. 欠款追討費用的補償

如閣下未能清還已到期的欠款，或違反本條款及細則，本行可強制執行本行的權利或採取補救方法收回或追討循環貸款下的欠款。本行有權為該等目的聘用代理人或服務供應商。就本行為收回或追討任何欠款而合理地招致並金額合理的所有成本（包括法律費用）及開支，閣下須對本行作出彌償及向本行付還。

## 15. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

## 16. 共同及個別的法律責任

如閣下及任何其他人共同簽署或同意受本條款及細則約束：

- 各人須就貸款或本條款及細則的責任及債務共同及各別負責；及
- 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。

## 17. 覆核

本行有權對閣下的循環貸款作出覆核，而閣下亦可隨時申請覆核信用貸額。

## 18. 管轄法律及管轄權

本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。

## 19. 語言

本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

## 20. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

## 定義

**香港**指中華人民共和國香港特別行政區。

**還款戶口**指閣下指定的還款戶口。

**本行或本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

**閣下或閣下的**指獲本行批核循環貸款的人士。

Issued by The Hongkong and Shanghai Banking Corporation Limited

由香港上海滙豐銀行有限公司刊發