恒生銀行
HANG SENG BANK

Hang Seng Bank (China) Limited Terms & Conditions for Debit Card

Chapter 1 General Provisions

Article 1
The RMB debit card issued by Hang Seng Bank (China) Limited ("Hang Seng Bank (China)") is a personal banking debit card ("Hang Seng Card").

Article 2
The Hang Seng Card is the property of Hang Seng Bank (China). A person becomes a Cardholder by being issued a Hang Seng Card in accordance with these Terms and Conditions. The business establishment with which an application for issuance of a Hang Seng Card is filed and by which the Hang Seng Card is issued is an Issuing Bank. A branch/sub-branch referred to in these Terms and Conditions means the branch or sub-branch of Hang Seng Bank (China) in mainland China. Any reference to Hang Seng Bank (China) in these Term and Conditions shall be construed to include the Issuing Bank, but a reference to the Issuing Bank shall be construed only as the Issuing Bank. The Terms and Conditions shall be construed to include any amendment or modification thereto or thereof from time to time.

Aritcle 3
The Hang Seng Card is a personal RMB debit card and can be used in accordance with the Terms and Conditions for the purposes of cash withdrawals, transfers and settlements, purchases payment, third party payment and account inquiries, etc.. The Cardholder, with a personal identification number (PIN), may use it within the ATM network and contracted merchant network of the China UnionPay Co., Ltd ("China UnionPay").

Aritcle 4
These Terms and Conditions shall apply to the application, use, loss report, fees and charges, cancellation and any matters in respect of the Hang Seng Card. Each of Hang Seng Bank (China), the Issuing Bank, the Cardholders, the contracted merchants and relevant persons must acknowledge and comply with these Terms and Conditions.

Aritcle 5
All risks and losses arising in respect of the Cardholder as a result of such Cardholder's violation of these Terms and Conditions shall be borne solely by such Cardholder.

Chapter 2 Application

Aritcle 6
Any individual who has opened a RMB Deposit Account with any mainland China business establishment of Hang Seng Bank (China) and has full capacity for civil conducts and acknowledges and complies with these Terms and Conditions may apply to any mainland China business establishment of Hang Seng Bank (China) for the issuance of a Hang Seng Card without being required to provide any security or pay any application fee.

Aritcle 7
An applicant for a Hang Seng Card shall fill out the application form in accordance with the relevant instructions and shall ensure the authenticity and truthfulness of all personal information provided in the application form. Subject to examination by the Issuing Bank, an applicant who fulfills all conditions of Hang Seng Card issuance will be issued a Hang Seng Card.

Aritcle 8
The Cardholder must collect the Hang Seng Card PIN in person with a valid personal identification at the designated branch/sub-branch. If the Cardholder wants to collect the Hang Seng Card PIN in alternative manner, consent should be obtained from the Issuing Bank and all risks involved should be undertaken by the Cardholder.

Aritcle 9
The Hang Seng Card is linked with one primary account, and up to two additional accounts, which must be denominated in RMB, may be linked to the Hang Seng Card upon request of the Cardholder (together with the primary account, the "Hang Seng Card Account"). No minimum amount or maximum amount of deposit is required for a Hang Seng Card, and deposits can be made subsequently. The Cardholder shall ensure that all funds deposited or transferred to the Hang Seng Card Account are in the nature of salaries, personal lawful incomes or other amounts from lawful sources. The Cardholder shall not use the Hang Seng Card for any purpose in violation of laws and regulations or to the detriment of the rights and interests of a third party.

Chapter 3 Use

Aritcle 10
Subject to the circumstances of a specific transaction and the function or restrictions imposed in the primary account or additional accounts linked with the Hang Seng Card, the Cardholder may use the Hange Seng Card (only available for the primary account) withdraw cash and check account balance or make other allowed transactions on an ATM within the China UnionPay network and make purchase payments at POS terminals of China UnionPay contracted merchants network. The Cardholders must abide by the relevant regulations of Hang Seng Bank (China), Issuing Bank, China UnionPay and the acquiring banks when purchasing, withdrawing and transferring any funds whether domestically or overseas. When the Cardholder withdraws cash

or makes purchase via China UnionPay network overseas (including Hong Kong, Macau and Taiwan), the withdrawal or payment amount will be automatically deducted from the primary account of the Hang Seng Card at the conversion rate of the applicable one set by the China UnionPay system and all currency exchange rate risks will be undertaken by the Cardholder.

Aritcle 11
With successful direct authentication by Hang Seng Bank (China) upon Cardholder's application, the Cardholder can apply for the third party payment services (e.g. debit card express payment) via Hang Seng Card on the platforms of the third party payment services providers that have business relationship with Hang Seng Bank (China). Once the third party payment services are enabled, the Cardholder can conduct third party payment such as online shopping and purchase, online payment and fund transfer and bill payment etc. The Cardholder must abide by this Terms and Conditions, the Agreement of Third Party Payment Services between Hang Seng Bank (China) and Hang Seng Cardholders, and other relevant rules of Hang Seng Bank (China) and its third party payment service providers. The Cardholder must read and agree with the Agreement of Third Party Payment Services between Hang Seng Bank (China) and Hang Seng Cardholders upon application for the third party payment services, and the Cardholder may find and read the Agreement of Third Party Payment Services between Hang Seng Bank (China) and Hang Seng Cardholders on the public website of Hang Seng Bank (China). The exact range of the third party payment services provided is subject to the public notice of the third party payment service providers, and Hang Seng Bank (China) is not responsible for this.

Aritcle 12
Through the Mobile Banking Service provided by Hang Seng Bank (China), the Cardholder may inquire about the account balance and the transaction history, and may conduct other banking transactions using the card number and card PIN of the Hang Seng Card. The above services and transactions will be subject to the relevant provisions of the terms and conditions in respect of the E-banking Service issued by Hang Seng Bank (China) from time to time.

Aritcle 13
Sufficient funds must be available in the Hang Seng Card Account before any withdrawal is made and no overdraft is available for Hang Seng Card; Hang Seng Bank (China) will not offer credit facilities to the Cardholder at all events. The Cardholder must ensure sufficient balance in the primary account and the additional accounts of the Hang Seng Card for the payment of transactions.

Aritcle 14
The Hang Seng Card is not transferable and shall only be used exclusively by the Cardholder and may not be used by the third party as the Cardholder's agent and may not be leased or lent to any other person, otherwise all risks losses and liabilities should be borne up by the Cardholder alone.

Aritcle 15
The Cardholder's use of the Hang Seng Card shall conform to the transaction amount limits set by Hang Seng Bank (China) or by the Cardholder him/herself and other conditions specified by Hang Seng Bank (China). The daily cumulative maximum amount that may be withdrawn by the Cardholder on an ATM or via the third party payment shall be subject to the ATM daily withdrawal maximum quota or all types of limits of the third party payment transactions.

Aritcle 16
PINLess function is a quick payment solution jointly provided by China Unionpay and the Bank. The cardholders can pay for the deals by holding the debit card with PINLess function close to the QuickPass sensing area of the terminals like POS in the merchants designated by China Unionpay, with no need for PIN or signature. To avoid funds risk, amount limit (up to RMB 1,000 (inclusive) per transaction and up to RMB 3,000 (inclusive) per day) is set for deals in domestic merchants, and overseas deal amount limit may vary as per the local regulations and rules. Cardholders can apply to enable or disable PINLess function through our hotline, (sub)-branches or other channels provided by the Bank from time to time.

Contracted merchants shall not refuse to accept a valid Hang Seng Card and shall not subject the Cardholder to any additional charges by reason of the use of the Hang Seng Card. If it's not the QuickPass transactions, contracted merchants must require PIN authentication and shall not use imprinting or signatures as a substitution. In case the request of a contracted merchant is in violation of the aforesaid, the Cardholder shall reject such request, and any losses resulting from the Cardholder's failure to so reject shall be borne solely by the Cardholder.

Aritcle 17
In case a Hang Seng Card is captured by any ATM within the China UnionPay network, the Cardholder shall contact the Acquiring Bank in time, in case the Acquiring bank which collects the Card is entitled to cancel the Card.

Aritcle 18
Hang Seng Bank (China) reserves the right to suspend all or any of the functions of the Hang Seng Card and obliges to notify Cardholders in appropriate manners including but not limited to announcements on the official website of Hang Seng Bank (China) (www.hangseng.com.cn) where necessary.

Aritcle 19
If the Hang Seng Card is rendered unusable by any damage, deformation or loss of magnetic or chip record etc., the Cardholder shall present a valid personal identification to the Issuing Bank for a replacement card to be issued. Once a Hang Seng Card has been cancelled, the Cardholder must apply again if he/she intends to use a Hang Seng Card.

Aritcle 20
Hang Seng Bank (China) may from time to time increase or adjust the functions and methods of usage of the Hang Seng Card. Public announcements or personal notices to Cardholders will be posted or served in accordance with Article 33 of these Terms and Conditions in the case of such increase or adjustment. In the absence of any cancellation of the Hang Seng Card requested by the Cardholder after the public announcement or personal notice has been made, such Cardholder shall be deemed to have acknowledged and accepted such adjustment of the functions of the Hang Seng Card by Hang Seng Bank (China).

Chapter 4 Rights and Obligations

Article 21
Rights and obligations of the Cardholder

I. The Cardholder using a valid Hang Seng Card may make cash withdrawals, transfers and settlements, purchase payments and account inquiries etc. in accordance with these Terms and Conditions. If a Hang Seng Card is rejected for any transaction, the Cardholder may file a complaint with the Issuing Bank in connection therewith.

II. The Cardholder is entitled to inquire with the Issuing Bank in case of any doubt on any transaction record according to these Terms and Conditions.

III. Provided that other provisions of these Terms and Conditions are satisfied, the use of the Hang Seng Card must be authenticated with a PIN and with a PIN only. Unless reasonable and contrary evidence can be produced by the Cardholder and can be accepted by Hang Seng Bank (China), Hang Seng Bank (China) is entitled to deem all transactions by means of a Hang Seng Card after PIN authentication to be conducted by the Cardholder himself/herself, and the Cardholder shall take full responsibility for such transactions. All electronic information records produced in the process of a transaction authenticated with a PIN shall constitute valid proof of the Cardholder conducting such transactions. Only PIN authentication is required for the use of a Hang Seng Card, and therefore the Cardholder is strongly urged to keep the PIN strictly confidential and not to disclose it to anyone. At no time and under no circumstances shall the Cardholder disclose transfer lend or give to any other person the Hang Seng Card and/or the PIN, and any losses incurred as result of the loss or theft of the Hang Seng Card and/or the PIN, lack of due care in safekeeping of the Hang Seng Card and/or PIN or careless leaking of the PIN by the Cardholder shall be borne solely by such Cardholder.
IV. In case of any change to any personal information disclosed by the Cardholder to the Issuing Bank at the time of the application for the issuance of the Hang Seng Card, the Cardholder shall submit application to the Issuing Bank for change of information in writing based on such factual changes in a timely manner, otherwise all liabilities in connection with such changes of information shall be borne solely by the Cardholder.

V. The Cardholder shall abide by the terms and conditions applicable to any of the primary account or additional account of the Hang Seng Card in the use of Hang Seng Card.

VI. Hang Seng Bank (China) shall not be liable for the refusal of any merchant establishment to accept or honor the Hang Seng Card for goods and/or services supplied to the Cardholder nor shall Hang Seng Bank (China) be responsible in any way for the goods and/or services supplied to the Cardholder. No dispute between the Cardholder and a contracted merchant shall constitute a reason for not paying any amount owed by the Cardholder to Hang Seng Bank (China). Any losses incurred by the Cardholder due to the failure of any transaction as a result of any Force Majeure any power failure or failure in system or communication network or any reasons out of the control of Hang Seng Bank (China) and any risks and losses incurred by the Cardholder when using the Hang Seng Card on the internet will be undertaken by the Cardholder himself/herself and Hang Seng Bank (China) bears no liabilities in these connections.

VII. Hang Seng Bank (China) may appoint third party to forfeit or collect the Hang Seng Card or any amounts owed by the Cardholder and the Cardholder shall be responsible for all costs and expenses which may be incurred by Hang Seng Bank (China) for the above purpose.

VIII. In accordance with laws and regulations, and for the purpose of providing debit card related services to cardholders and protecting the security of cardholders' account funds, cardholders authorize Hang Seng Bank (China) Limited ("Hang Seng", "the Bank", "we" or "us") to collect, store, use, and process personal information directly related to the processing purpose that is provided by cardholders during the course of handling this business or generated from the use of services, provided that it is in accordance with laws and regulations. As the applicant and user of the debit card service, the cardholder voluntarily agrees to and authorizes the Bank to collect, transmit, process, store, manipulate, disclose, share and use your authorized information in accordance with the requirements of laws and regulations. As the applicant and user of debit card service, the cardholder authorizes the Bank to transfer information ((1)basic personal information, (2) bank card information and (3) transaction information) to China UnionPay and other legally authorized third-party institutions that hold your information, based on the processing purposes and scope of use in business scenarios such as risk management, data research and analysis, and recommendations for preferential benefits/value-added services. The personal information authorized by the cardholder includes: (1) basic personal information (such as document type and number, mobile phone number); (2) bank card information (such as bank card number, issuing institution); (3) transaction information (transaction information processed by the UnionPay network, such as transaction amount, transaction time, transaction method, transaction location, merchant name, merchant number, terminal number, and accepting institution).

Aritcle 22
I. Hang Seng Bank (China) shall operate Hang Seng Card business in compliance with applicable laws and rules and shall provide the banking debit card service in accordance with these Terms and Conditions.

II. Upon reasonable request by the Cardholder Hang Seng Bank (China) will handle inquiries from the Cardholder on Hang Seng Card Account balance or transaction particulars or requests for the printing of statements.

III. In the case of any violation by the Cardholder of any provision of these Terms and Conditions, Hang Seng Bank (China) shall be entitled to temporarily suspend all or any functions of the Hang Seng Card and to authorize a relevant institution to forfeit and cancel the Hang Seng Card. Hang Seng Bank (China) has the right to set-off or apply any monies standing to the other account opened by the Cardholder with Hang Seng Bank (China) of whatsoever description (including but not limited to current, savings, fixed or call deposit account) with any sums due to the Hang Seng Bank (China) by the Cardholder.

IV. Hang Seng Bank (China) shall have the right to apply for legal protection and to claim for the financial and legal liabilities of the relevant party in the following cases: false report of loss, falsification of Hang Seng Card, use of falsified or invalidated Hang Seng Card and use of Hang Seng Card under falsified identity.

V. The Hang Seng Card is the property of Hang Seng Bank (China) and, to the maximum extent allowed by applicable law, Hang Seng Bank (China) reserves the right to forfeit the Hang Seng Card or not to issue a Hang Seng Card to a client. In order to ensure the safety of funds in the accounts of the Cardholder, Hang Seng Bank (China) shall have the right (but not the obligation) to temporarily suspend payments in relation to the Hang Seng

Card Account where it discovers (such discovery being not an obligation of Hang Seng Bank (China)) any risk of use of the Hang Seng Card under a falsified identity. If the Cardholder acts in contravention of these Terms and Conditions or in violation of any law or rule, Hang Seng Bank (China) shall have the right to temporarily suspend the Cardholder's right to use the Hang Seng Card and to authorize the relevant institution to forfeit the card. In addition to the above circumstances and reasons, Hang Seng Bank (China) may also suspend or terminate the use of Hang Seng Card by a Cardholder for other reasons (e.g. system upgrade, debit card conversion) without prior consent of, but with a prior notice to, the Cardholder.

VI. Hang Seng Bank (China) shall have the right to assist judicial or other authorities to inquire on, freeze or make deductions from the Hang Seng Card Account of the Cardholder in accordance with the laws.

VII. Each month the Issuing Bank shall timely mail the relevant statement to the address registered by the Cardholder in advance. However if there are no new deals occurring since the last statement date, no statement will be served. And if the Cardholder has any objections to the statement message, the Cardholder shall raise the enquiry or correction request before the objection deadline as specified in the statement, otherwise the Cardholder will be deemed to have accepted and agreed with all transactions.

VIII. In the case of any disruption in use of the Hang Seng Card as a result of any Force Majeure any power failure or failure in system or communication network or any reasons out of the control of Hang Seng Bank (China), Hang Seng Bank (China), depending on the situation, will provide necessary assistance to the Cardholder but shall not be held responsible for such disruption. In respect of any incorrect book entry as a result of the aforesaid reasons, proper accounting treatments will be given by Hang Seng Bank (China) to protect the rights and interests of the Cardholder and Hang Seng Bank (China).

Chapter 5 Filing of Loss Report and Forgotten PIN

Aritcle 23

The Cardholder in the case of loss of the Hang Seng Card may immediately present a valid personal identification to the Issuing Bank for filing of a written loss report, or may file a loss report through the Phone Banking Service. After loss report Hang Seng Bank (China) will temporarily suspend all payments, inquiries and POS purchase functions of the Hang Seng Card. A replacement card may be issued after loss report through the application of the Cardholder.

Aritcle 24

All losses arising before the loss report shall be borne solely by the Cardholder and Hang Seng Bank (China) shall not be liable for any such losses. However, if such loss is due to the gross negligence or willful default of Hang Seng Bank (China), Hang Seng Bank (China) is liable to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of relevant transactions (whichever is lower).

Aritcle 25

If the Cardholder forgets the PIN of the Hang Seng Card, the Cardholder shall apply for PIN resetting at the Issuing Bank in person with the valid personal identification. The Issuing Bank will process such request.

Chapter 6 Accrued Interest

Aritcle 26

The interest on deposit in the Hang Seng Card Account shall accrue and shall be paid in accordance with the interest rate and interest calculation methods as announced by Hang Seng Bank (China) from time to time to be applicable to current deposits.

Chapter 7 Charges

Aritcle 27

Standards of fees and charges payable in connection with Hang Seng Card related transactions will be publicized by Hang Seng Bank (China) from time to time.

Aritcle 28

Hang Seng Bank (China) may adjust from time to time the standards of fees and charges in respect of Hang Seng Card. Public announcements or personal notices will be made or served in accordance with Article 33 of these Terms and Conditions in relation to such adjustments. In the absence of any cancellation of the Hang Seng Card requested by the Cardholder after such announcements or notices has been made, the Cardholder shall be deemed to have acknowledged and accepted such adjustments to standards of fees and charges.

Chapter 8 Cancellation

Aritcle 29

The Cardholder who wants to cancel the Hang Seng Card shall file a written application to the Issuing Bank and shall present a valid personal identification. All balances and fees must be settled and the Hang Seng Card must be returned to the Issuing Bank.

Aritcle 30

An application to cancel the primary account of the Hang Seng Card must be accompanied by an application to cancel the Hang Seng Card.

Aritcle 31

Upon the acceptance by the Issuing Bank of an application for the cancellation of the Hang Seng Card, the Issuing Banking shall have the right to terminate all functions of the Hang Seng Card.

Aritcle 32

Hang Seng Bank (China) shall have the right to cancel the Hang Seng Card in accordance with sub-article III, Article 22 of these Terms and Conditions. In case the Hang Seng Card is so cancelled by Hang Seng Bank (China), the Cardholder shall not be exempted from payment obligations in respect of any amount cumulated and due to Hang Seng Bank (China).

Chapter 9 Amendment

Aritcle 33

In the case of any amendment to these Terms and Conditions, public announcements at Hang Seng Bank (China)'s mainland business establishments or on its website (www.hangseng.com.cn) or personal notices to Cardholders will be made to that effect. **In the absence of any cancellation of the Hang Seng Card requested by the Cardholder after such public announcements' announce periods have expired or the objection periods contained in such personal notices have passed, the Cardholder shall be deemed to have acknowledged and accepted such amendments to these Terms and Conditions.**

Aritcle 34

The most up-to-date effective version of Terms & Conditions for Debit Card of Hang Seng Bank (China) Limited shall be deemed as continuously applicable between Hang Seng Bank (China) and the Cardholder.

Chapter 10 Miscellaneous

Aritcle 35

Relevant regulations of the People's Bank of China and China Banking Regulatory Commission shall apply to matters not addressed herein. Any dispute between the Issuing Bank and the Cardholder shall be resolved in accordance with these Terms and Conditions and relevant PRC laws and regulations.

Aritcle 36

The right to enact, amend and interpret these Terms and Conditions belongs to Hang Seng Bank (China).

Aritcle 37

These Terms and Conditions are made in Chinese and English versions and both have the same legal effects provided that in case of any inconsistency, the Chinese version shall prevail.

恒生銀行
HANG SENG BANK

恒生银行(中国)有限公司借记卡章程

第一章 总则

第一条
恒生银行（中国）有限公司（以下简称“恒生银行（中国）”）发行的人民币借记卡为个人银行借记卡（以下简称“恒生卡”）。

第二条
恒生卡所有权人为恒生银行（中国）。依照本章程获得恒生卡者为持卡人。持卡人申领恒生卡之相应恒生银行（中国）所辖营业机构为发卡行。本章程所称分/支行均指恒生银行（中国）在中国内地开设的分行或者支行。本章程提及恒生银行（中国）之处均应理解为亦包括发卡行，但提及发卡行之处应当理解为仅指发卡行。本章程应理解为亦包括对本章程的不时的任何修订和变更。

第三条
恒生卡为个人人民币借记卡，根据本章程具有提取现金、转账结算、消费、第三方支付、查询等功能。持卡人凭密码可在中国银联股份有限公司（以下简称“中国银联”）网络的自动柜员机和特约商户使用。

第四条
恒生卡的申领、使用、挂失、收费、注销及任何事宜均须遵守本章程。恒生银行（中国）、发卡行、持卡人、特约商户和相关人均须承认和遵守本章程。

第五条
持卡人如违反本章程，由此产生的风险和损失由持卡人承担全部责任。

第二章 申 领

第六条
凡在恒生银行（中国）任何内地营业机构开立人民币存款账户、具有完全民事行为能力、承诺承认和遵守本章程的个人，均可向恒生银行（中国）任何内地营业机构申领恒生卡，不需提供担保，不需缴纳申请费。

第七条
申领恒生卡时，申领人应当按规定填写申请表，申请表所具各项个人资料必须真实可靠。经发卡行审查后，符合条件的申领人准予领卡。

第八条
持卡人须凭个人有效身份证件亲临指定分/支行领取恒生卡密码。持卡人要求以其他方式领取恒生卡密码的，应当获得发卡行同意，风险由持卡人承担。

第九条
恒生卡设第一账户，应持卡人申请可设置至多两个附加账户，附加账户亦必须为人民币账户（与第一账户统称“恒生卡账户”）。申领恒生卡不设起存金额。多存不限，可随时续存。持卡人须保证现金存入或者转账存入恒生卡账户的资金均属于工资、个人合法收入或其他合法来源性质的款项。持卡人不得将恒生卡用于任何违反法律法规或者侵犯第三方权益的目的或者用途。

第三章 使 用

第十条
受限于具体交易条件和恒生卡所联系的第一账户或附加账户自身的性质和限制，持卡人凭恒生卡可在（仅限第一账户）中国银联网络的自动柜员机上提取现金、查询账户余额或进行其他被许可的操作，和在 POS 机联网的特约商户消费。持卡人在境内外消费、提取现金和转账时，须遵守恒生银行（中国）、发卡行、中国银联和收单银行的有关

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规定。持卡人通过中国银联网络在境外（包括港澳台地区）提取现金或者签账消费时，消费或取现金额将按照中国银联系统设置的适用汇率折合成人民币从恒生卡第一账户中自动实时扣除。汇率风险由持卡人自行承担。

第十一条
由持卡人申请，经恒生银行（中国）对持卡人身份直接验证并批准后，持卡人可通过恒生卡在与恒生银行（中国）有合作关系的第三方支付平台申请开通第三方支付功能， 如借记卡快捷支付。成功开通第三方支付功能后，持卡人可通过恒生卡进行网上购物消费、网上转账支付、公用事业缴费等第三方支付操作。持卡人在使用与恒生银行（中国）有合作关系的第三方支付平台提供的第三方支付服务时，须遵守本章程、恒生银行（中国）与恒生借记卡持卡人关于第三方支付服务的相关协议以及其它恒生银行（中国）和相关第三方支付平台的有关规定。持卡人须在申请开通第三方支付功能前阅读并同意恒生银行（中国）与恒生借记卡持卡人关于第三方支付服务的相关协议，也可在恒生银行（中国）的网站上查看阅读恒生银行（中国）与恒生借记卡持卡人关于第三方支付服务的相关协议。第三方支付平台提供的具体服务以第三方支付平台的公告为准，与恒生银行（中国）无关。

第十二条
持卡人凭恒生卡卡号和恒生卡密码，可通过恒生银行（中国）手机银行服务查询存款余额和历史交易情况及进行其他银行交易。上述服务和交易的提供应受限于恒生银行（中国）就电子银行服务不时颁布的章程的相关规定。

第十三条
恒生卡必须先存后支，不提供透支功能，恒生银行（中国）在任何情况下不为持卡人垫付资金。持卡人须保证恒生卡第一账户和附加账户中有足够余额用于办理交易。

第十四条
恒生卡不得转让，只供持卡人本人使用，不得委托他人代理使用，不得出租和转借，否则，由此引起的风险、损失和责任均由持卡人承担。

第十五条
持卡人使用恒生卡应遵守恒生银行（中国）或持卡人本人设定的交易限额和其他条件。持卡人在自动柜员机（ATM）上取款或通过第三方支付平台支付时应遵守自动柜员机（ATM）全天累计的最高限额或第三方支付交易的各类最高限额。

第十六条
小额免密免签服务是恒生银行(中国)与中国银联共同推出的一项银行卡小额快速支付服务。当持卡人使用具有“闪付”功能的借记卡，在指定商户进行“闪付”交易时，只需将卡片靠近 POS 机等受理终端的闪付感应区，无需输入密码、无需签名即可完成支付。为防范资金风险，我行小额免密免签服务默认境内单笔交易限额为人民币 1000 元（含），单日累计限额最高为人民币 3000 元（含），境外以当地限额为准。持卡人可以通过致电我行客户服务热线或者亲临行所及我行不时推出的其他渠道申请开通或关闭该服务。

特约商户不得拒绝受理合法的恒生卡，不得向持卡人因使用恒生卡而收取任何附加费用，如非上述“闪付”交易，特约商户受理恒生卡时，必须要求持卡人提供密码，不得采用压卡、签单方式进行受理。特约商户受理恒生卡违反前述规定时，持卡人应予拒绝；持卡人未予拒绝的，如果因此导致任何损失，应由持卡人自行承担。

第十七条
持卡人如遇恒生卡在中国银联网络的自动柜员机被吞，应及时与收单银行联系，避免收单银行作废卡处理。

第十八条
恒生银行（中国）有权在认为必要时暂时停止恒生卡的全部或部分使用功能，并以适当方式发出通知，包括但不限于在恒生银行（中国）的网站（www.hangseng.com.cn）上以发布公告的方式作出通知。

第十九条
恒生卡因损坏、变形、磁条或芯片记录消失等原因无法使用时，持卡人应持本人有效身份证件到发卡行换领新卡。恒生卡被注销后，持卡人如需使用恒生卡，必须重新办理申领手续。

第二十条
恒生银行（中国）能够不时增加或者调整恒生卡的功能和使用方法。恒生银行（中国）增加或者调整恒生卡功能，将按照本章程第三十三条规定的方法公告或通知持卡人，如在公告或通知后，持卡人未申请注销恒生卡，即构成持卡人承认和接受恒生银行（中国）对恒生卡功能和使用方法的调整。

第四章 权利义务

第二十一条
持卡人的权利义务

一、 持卡人凭有效恒生卡可按本章程办理提取现金、转账结算、消费、查询等，如遇拒绝办理受卡业务，持卡人有权向发卡行投诉。

二、 持卡人如对交易记录有疑问，有权按本章程规定向发卡行查询核对。

三、 在符合本章程规定的其他条件的前提下，恒生卡必须凭且仅凭密码使用。凡使用密码进行的交易，除持卡人能够提出合理的相反证明并为恒生银行（中国）所接受的情形外，恒生银行（中国）均视为持卡人本人所为，持卡人应对使用恒生卡所进行的一切交易负全部责任，依据密码等电子信息办理的各类交易所产生的电子信息记录均为持卡人进行该等交易的有效凭证。恒生卡仅凭密码即可使用，因此持卡人必须对密码要严格保密，不得向任何人透露。无论在任何时间及在任何情况下持卡人都不应将恒生卡及/或密码告知或转借或交予他人使用，因持卡人丢失、被盗窃恒生卡及/或密码、恒生卡及/或密码保管不慎或不慎泄露密码而引起的经济损失由持卡人自行负责。

四、 持卡人申请恒生卡时披露予发卡行的各项个人信息资料发生变更时，应当及时、据实地向发卡行提出书面变更申请，否则因信息资料变化而引发的全部责任由持卡人承担。

五、 持卡人使用恒生卡应当同时遵守恒生卡第一账户及/或附加账户适用的条款及细则的规定。

六、 恒生银行（中国）对于商户拒绝接受恒生卡或者对于商户所提供的商品及服务均不负任何责任。持卡人不得以和商户发生纠纷为由拒绝支付所欠恒生银行（中国）的款项（如有）。因不可抗力、供电、系统、通讯网络故障及任何非恒生银行（中国）所能控制的原因导致持卡人交易失败而造成的损失，以及持卡人在互联网上使用恒生卡所导致的风险和损失，由持卡人自行承担，恒生银行（中国）不承担任何责任。

七、 恒生银行（中国）委托第三方机构向持卡人收讨恒生卡或者任何欠款的，所发生的费用由持卡人承担。

八、 根据国家法律法规规定恒生银行（中国）向持卡人提供借记卡相关服务、保障持卡人账户资金安全目的的需要，持卡人授权同意恒生银行（中国）在依法合规的前提下，收集、存储、使用等处理持卡人办理本业务过程中提供或因使用服务而产生的与处理目的直接相关的个人信息。

持卡人作为借记卡业务申请人及服务使用人，自愿同意并授权恒生银行（中国）收集、传输、处理、保存、加工、根据法律行政法规的要求披露、共享及使用您的授权信息。

持卡人作为借记卡业务申请人及服务使用人，基于风险管理、数据研究分析、基于风险管理、数据研究分析、优惠权益推荐/增值服务等业务场景之处理目的和使用范围内，授权恒生银行（中国）向中国银联及其他合法存有您信息的第三方机构，提供您的【（1）个人基本信息；（2）银行卡信息；（3）交易信息】个人信息，用于查询、验证、确认您授权的个人信息，或委托上述机构对您的个人信息进行处理、加工、传输，并将上述信息及数据结果提供给恒生银行（中国）使用。

持卡人授权的个人信息包括：（1）个人基本信息（如证件类型及号码、手机号）；（2）银行卡信息（如银行卡号、发卡机构）；（3）交易信息（经银联网络处理的交易信息，如交易金额、交易时间、交易方式、交易地点、商户名称、商户编号、终端编号、受理机构）。

第二十二条
一、 恒生银行（中国）要依法合规经营恒生卡业务，根据本章程规定为持卡人提供银行借记卡服务。

二、 应持卡人的合理要求，恒生银行（中国）为持卡人提供查询恒生卡账户余额、交易明细或者打印月结单的服务。

三、 持卡人如违反本章程的规定，恒生银行（中国）有权暂时停止恒生卡的全部或部分使用功能，并可授权有关机构收回恒生卡以注销。对于持卡人使用恒生卡结欠恒生银行（中国）的款项（如有），恒生银行（中国）有权与持卡人在恒生银行（中国）任何其他账户中的款项（包括但不限于储蓄存款、定期存款、通知存款等）进行抵销。

四、 恒生银行（中国）对下列行为有权申请法律保护并依法追究有关当事人的经济责任和法律责任：虚假挂失；伪造恒生卡；使用伪造的或作废的恒生卡；冒用他人恒生卡等。

五、 恒生卡属于恒生银行（中国）所有，在适用法律允许的最大限度内，恒生银行（中国）保留收回恒生卡或不发恒生卡予客户的权利。为保障持卡人账户资金安全，如果恒生银行（中国）发现（但无义务发现）持卡人的恒生卡存在被他人冒用等使用风险时，有权（而非义务）暂时对恒生卡账户进行止付。若持卡人 在用

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卡过程中有不遵守本章程规定或其他违法违规行为，恒生银行（中国）有权暂时终止其使用恒生卡的权利，并可授权有关机构收回恒生卡。除了以上所列情形和原因外，恒生银行（中国）还可因其他原因（例如系统升级、借记卡卡种转换等）暂停或终止持卡人对恒生卡的使用，无需获得持卡人事先同意但应提前通知持卡人。

六、 恒生银行（中国）有权依照法律的规定协助国家司法机关或其他有权机关对持卡人的恒生卡账户进行查询、冻结或扣划。

七、 发卡行每月按时将银行月结单邮寄至持卡人预先登记的地址；但若自上月结单后，没有任何交易发生，则可不向持卡人提供对账单。持卡人对任何账务信息有异议的，须在月结单规定的异议截止时间前提出查询或更正要求，逾期未提出异议的，视同持卡人认可全部交易。

八、 因不可抗力、供电、系统、通讯网络故障及任何非恒生银行（中国）所能控制的原因导致恒生卡暂时无法使用的，恒生银行（中国）将视情况协助持卡人解决或提供必要的帮助，但不承担相关责任。对于在交易过程中由于前述原因造成的错账现象，恒生银行（中国）将根据实际交易情况进行账务处理，以保障持卡人及银行双方的权益均不受损失。

第五章 挂失和密码遗忘处理

第二十三条
持卡人如遗失恒生卡，可立即携带本人有效身份证件到发卡行办理书面申请挂失，或可以通过电话银行申请挂失。挂失后，恒生银行（中国）将暂时停止恒生卡支付、查询及 POS 消费功能。挂失后，持卡人可申请补发新卡。

第二十四条
挂失前发生的一切经济损失，由持卡人自行承担，恒生银行（中国）不承担任何责任，但若该等损失系因恒生银行（中国）故意不当行为或重大过失造成，则恒生银行（中国）将对由此造成的可合理预见的直接损失和损害（如有）或有关交易的金额（以金额较低者为准）承担责任。

第二十五条
持卡人若遗忘恒生卡密码，应持本人有效身份证件亲临发卡行申请密码重发，由发卡行为其办理。

第六章 计 息

第二十六条
恒生卡账户内的存款根据恒生银行（中国）公布的活期储蓄存款利率和计息方法计付利息。

第七章 收 费

第二十七条
使用恒生卡办理业务，具体收费标准由恒生银行（中国）不时公布。

第二十八条
恒生银行（中国）能够不时调整恒生卡的收费标准。恒生银行（中国）调整恒生卡的收费标准，将按照本章程第三十三条规定的方法公告或通知持卡人，如在公告或通知后，持卡人未申请注销恒生卡，即构成持卡人承认和接受恒生银行（中国）对恒生卡收费标准的调整。

第八章 注 销

第二十九条
持卡人需注销恒生卡时，应持本人有效身份证件向发卡行提出书面申请，结清全部余额和费用，交回恒生卡。

第三十条
如持卡人申请注销恒生卡第一账户，持卡人必须同时注销恒生卡。

第三十一条
发卡行受理持卡人注销恒生卡的申请后，有权立即停止恒生卡的全部使用功能。

第三十二条
恒生银行（中国）有权依据本章程第二十二条第三款选择注销恒生卡。恒生银行（中国）选择注销恒生卡的，不免除持卡人对累计发生的欠付恒生银行（中国）的任何款项承担偿还的责任。

第九章 修 改

第三十三条
恒生银行(中国)修改本章程,将在恒生银行(中国)内地营业机构或恒生银行(中国)的网站(www.hangseng.com.cn)上公告或者向持卡人寄送修改通知,**如在前述公告规定的公告期满后或通知规定的异议期满后,持卡人未申请注销恒生卡,即构成持卡人承认和接受本章程的修改**。

第三十四条
恒生银行(中国)与持卡人之间应视为始终适用恒生银行(中国)当时有效的最近版本的《恒生银行(中国)有限公司借记卡章程》。

第十章 附 则

第三十五条
本章程未尽事宜,按中国人民银行和中国银行业监督管理委员会的有关规定办理。发卡行与持卡人发生争议时,按本章程和国家有关法律法规予以解决。

第三十六条
本章程由恒生银行(中国)负责制定、修改和解释。

第三十七条
本章程由中英文两种语言制定,具有相同法律效力,但如有任何歧义,概以中文版本为准。