



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 Terms 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.
- Article 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 and account inquiries, etc.. The Cardholder, with a personal identification number (PIN), may use it at any ATM of Hang Seng Bank (China), within the ATM network and contracted merchant network of China UnionPay Co., Ltd ("China UnionPay").
- Article 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.
- Article 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**
- Article 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.
- Article 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.
- Article 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.
- Article 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**
- Article 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 Hang Seng Bank (China) ATMs to withdraw cash, check account balance, make transfers, apply for monthly statements and change the PIN or may (only available for the primary account) withdraw cash and check account balance 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.
- Article 11** Through the Phone Banking Service or the E-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 of the Hang Seng Card and the Phone Banking PIN or E-banking PIN. The above services and transactions will be subject to the relevant provisions of the terms and conditions in respect of the Phone Banking Service and the E-banking Service issued by Hang Seng Bank (China) from time to time.
- Article 12** 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.
- Article 13** 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.
- Article 14** The Cardholder's use of the Hang Seng Card shall conform to the transaction amount limit and other conditions specified by Hang Seng Bank (China). The daily cumulative maximum amount that may be withdrawn by the Cardholder on an ATM shall be subject to the daily withdrawal maximum quota.
- Article 15** 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. Contracted merchants must use POS terminals to process a Hang Seng Card transaction and 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.
- Article 16** In case a Hang Seng Card is captured by any of Hang Seng Bank (China) ATM, the Cardholder shall contact the Issuing Bank within three business days after the capture and shall present a valid personal identification to the designated branch/sub-branch to retrieve the card. If the Cardholder does not appear and collect the Card the Issuing Bank is entitled to deem as a cancellation of the card.
- Article 17** 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.
- Article 18** 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.
- Article 19** 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 32 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 20** 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.
- Article 21** Rights and obligations of Hang Seng Bank (China)
- 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 or any failure of annual fee deduction as a result of insufficiency in the balance of the primary account of the Hang Seng Card, 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. For the avoidance of doubt, if Hang Seng Bank (China) fails to forfeit the Hang Seng Card for cancellation, the obligation of annual fee payment remains with the Cardholder. 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 and the Hang Seng Card is at all times subject to Hang Seng Bank (China)'s cancellation and/or withdrawal at any time without giving the Cardholder any notice and/or reason therefore. The Cardholder shall surrender the Hang Seng Card to Hang Seng Bank (China) immediately upon the latter's demand. 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.
- 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).
- IX. Under any circumstances the liabilities (if any) of Hang Seng Bank (China) shall be limited to twice the amount of the relevant transaction.
- X. Hang Seng Bank (China) shall have the right to disclose in confidence to the other bank or other institution such information concerning any of the primary account or additional account as may be necessary or required in connection with the processing the transactions from or to any of the primary account or additional account by the use of the Hang Seng Card. Transaction record by use of the Hang Seng Card is deemed as part of account information associated with the primary account and/or additional account. The provisions on use and disclosure of personal data and account transaction record as set out in the terms and conditions applicable to the primary account and/or additional account shall also apply to the Cardholder the Hang Seng Card and the transaction record by use of the Hang Seng Card.

Chapter 5 Filing of Loss Report and Forgotten PIN

Article 22 The Cardholder in the case of loss of the Hang Seng Card must immediately present a valid personal identification to the Issuing Bank for filing of a written loss report and must pay a loss report handling fee of RMB 10. Under exceptional circumstances, the Cardholder may file a loss report through the Phone Banking Service, provided that a written application for loss report must be filed within 5 calendar days from (and include) the date on which the loss report made through the Phone Banking Service becomes effective, otherwise the loss report made through the Phone Banking Service shall become ineffective starting on the 6th calendar day. After the written loss report has become effective or during the effective period of the loss report made through the Phone Banking Service Hang Seng Bank (China) will temporarily suspend all payments, inquiries and POS purchase functions of the Hang Seng Card. A replacement card will not be issued until the 7th calendar day from (and include) the date on which the written loss report becomes effective.

Article 23 All losses arising before the written loss report or the loss report made through the Phone Banking Service becomes effective or after the loss report made through the Phone Banking Service becomes ineffective 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).

Article 24 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 after relevant charges have been paid.

Chapter 6 Accrued Interest

Article 25 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

Article 26 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.

Article 27 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 32 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

Article 28 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.

Article 29 An application to cancel the primary account of the Hang Seng Card must be accompanied by an application to cancel the Hang Seng Card.

Article 30 Upon the acceptance by the Issuing Bank of an application for the cancellation of the Hang Seng Card, the Issuing Bank shall have the right to terminate all functions of the Hang Seng Card.

Article 31 Hang Seng Bank (China) shall have the right to cancel the Hang Seng Card in accordance with sub-article III, Article 21 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

Article 32 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' announcement 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.

Article 33 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

Article 34 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.

Article 35 The right to enact, amend and interpret these Terms and Conditions belongs to Hang Seng Bank (China).

Article 36 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(中國)有限公司借記卡章程

第一章 總則

- 第一條** 恒生銀行(中國)有限公司(以下簡稱“恒生銀行(中國)”)發行的人民幣借記卡為個人銀行借記卡(以下簡稱“恒生卡”)。
- 第二條** 恒生卡所有權人為恒生銀行(中國)。依照本章程獲得恒生卡者為持卡人。持卡人申請恒生卡之相應恒生銀行(中國)所轄營業機構為發卡行。本章程所稱分/支行均指恒生銀行(中國)在中國內地開設的分行或者支行。本章程提及恒生銀行(中國)之處均應理解為亦包括發卡行,但提及發卡行之處應當理解為僅指發卡行。本章程應理解為亦包括對本章程的不時的任何修訂和變更。
- 第三條** 恒生卡為個人人民幣借記卡,根據本章程具有提取現金、轉賬結算、消費、查詢等功能。持卡人憑密碼可在恒生銀行(中國)所設置的自動櫃員機、中國銀聯股份有限公司(以下簡稱“中國銀聯”)網絡的自動櫃員機和特約商戶使用。
- 第四條** 恒生卡的申請、使用、掛失、收費、注銷及任何事宜均須遵守本章程。恒生銀行(中國)、發卡行、持卡人、特約商戶和相關人均須承認和遵守本章程。
- 第五條** 持卡人如違反本章程,由此產生的風險和損失由持卡人承擔全部責任。

第二章 申請

- 第六條** 凡在恒生銀行(中國)任何內地營業機構開立人民幣存款賬戶、具有完全民事行為能力、承諾承認和遵守本章程的個人,均可向恒生銀行(中國)任何內地營業機構申請恒生卡,不需提供擔保,不需繳納申請費。
- 第七條** 申請恒生卡時,申請人應當按規定填寫申請表,申請表所具各項個人資料必須真實可靠。經發卡行審查後,符合條件的申請人准予領卡。
- 第八條** 持卡人須憑個人有效身份證件親臨指定分/支行領取恒生卡密碼。持卡人要求以其他方式領取恒生卡密碼的,應當獲得發卡行同意,風險由持卡人承擔。
- 第九條** 恒生卡設第一賬戶,應持卡人申請可設置至多兩個附加賬戶,附加賬戶亦必須為人民幣賬戶(與第一賬戶統稱“恒生卡賬戶”)。申請恒生卡不設起存金額。多存不限,可隨時續存。持卡人須保證現金存入或者轉賬存入恒生卡賬戶的資金均屬於工資、個人合法收入或其他合法來源性質的款項。持卡人不得將恒生卡用於任何違反法律法規或者侵犯第三方權益的目的或者用途。

第三章 使用

- 第十條** 受限於具體交易條件和恒生卡所聯繫的第一賬戶或附加賬戶自身的性質和限制,持卡人憑恒生卡可在恒生銀行(中國)的ATM機上提取現金、查詢賬戶餘額、轉賬、申請打印月結單和修改個人密碼;還可在(僅限第一賬戶)中國銀聯網絡的ATM機上提取現金、查詢賬戶餘額和在POS機聯網的特約商戶消費。持卡人在境內外消費、提取現金和轉賬時,須遵守恒生銀行(中國)、發卡行、中國銀聯和收單銀行的有關規定。持卡人通過中國銀聯網絡在境外(包括港澳台地區)提取現金或者簽賬消費時,消費或取現金額將按照中國銀聯系統設置的適用匯率折合成人民幣從恒生卡第一賬戶中自動實時扣除。匯率風險由持卡人自行承擔。
- 第十一條** 持卡人憑恒生卡卡號可利用電話銀行密碼或E-banking網上銀行密碼,通過恒生銀行(中國)電話銀行服務或恒生銀行(中國)E-banking網上銀行服務查詢存款餘額和歷史交易情況及進行其他銀行交易。上述服務和交易的提供應受限於恒生銀行(中國)就電話銀行服務和E-banking網上銀行服務不時頒布的章程的相關規定。
- 第十二條** 恒生卡必須先存後支,不提供透支功能,恒生銀行(中國)在任何情況下不為持卡人墊付資金。持卡人須保證恒生卡第一賬戶和附加賬戶中有足夠餘額用於辦理交易。
- 第十三條** 恒生卡不得轉讓,只供持卡人本人使用,不得委託他人代理使用,不得出租和轉借,否則,由此引起的風險、損失和責任均由持卡人承擔。
- 第十四條** 持卡人使用恒生卡應遵守恒生銀行(中國)設定的交易限額和其他條件。持卡人在自動櫃員機(ATM)上取款應遵守全天累計的最高限額。
- 第十五條** 特約商戶不得拒絕受理合法的恒生卡,不得向持卡人因使用恒生卡而收取任何附加費用,特約商戶受理恒生卡必須採用POS機,必須要求持卡人提供密碼,不得採用壓卡、簽單方式即受理。特約商戶受理恒生卡違反前述規定時,持卡人應予拒絕;持卡人未予拒絕的,如果因此導致任何損失,應由持卡人自行承擔。
- 第十六條** 持卡人如遇恒生卡在恒生(中國)自動櫃員機上被吞情況,應在吞卡次日起三個工作日內與發卡行聯繫,並持本人有效身份證件到指定分/支行辦理領回手續。逾期未領回的,發卡行有權作廢卡處理。
- 第十七條** 恒生銀行(中國)有權在認為必要時暫時停止恒生卡的全部或部分使用功能,並以適當方式發出通知,包括但不限於在恒生銀行(中國)的網站(www.hangseng.com.cn)上以发布公告的方式作出通知。
- 第十八條** 恒生卡因損壞、變形、磁條或芯片記錄消失等原因無法使用時,持卡人應持本人有效身份證件到發卡行換領新卡。恒生卡被注銷後,持卡人如需使用恒生卡,必須重新辦理申請手續。
- 第十九條** 恒生銀行(中國)能夠不時增加或者調整恒生卡的功能和使用方法。恒生銀行(中國)增加或者調整恒生卡功能,將按照本章程第三十二條規定的方法公告或通知持卡人,如在公告或通知後,持卡人未申請注銷恒生卡,即構成持卡人承認和接受恒生銀行(中國)對恒生卡功能和使用方法的調整。

第四章 權利義務

- 第二十條** 持卡人的權利義務
- 一、 持卡人憑有效恒生卡可按本章程辦理提取現金、轉賬結算、消費、查詢等,如遇拒絕辦理受卡業務,持卡人有权向發卡行投訴。
 - 二、 持卡人如對交易記錄有疑問,有權按本章程規定向發卡行查詢核對。
 - 三、 在符合本章程規定的其他條件的前提下,恒生卡必須僅及僅憑密碼使用。凡使用密碼進行的交易,除持卡人能夠提出合理的相反證明並為恒生銀行(中國)所接受的情形外,恒生銀行(中國)均視為持卡人本人所為,持卡人應對使用恒生卡所進行的一切交易負全部責任,依據密碼等電子信息辦理的各類交易所產生的電子信息記錄均為持卡人進行該等交易的有效憑證。恒生卡僅憑密碼即可使用,因此持卡人必須對密碼要嚴格保密,不得向任何人透露。無論在任何時間及在任何情況下持卡人都不應將恒生卡及/或密碼告知或轉借或交予他人使用,因持卡人丟失、被盜竊恒生卡及/或密碼、恒生卡及/或密碼保管不慎或不慎洩露密碼而引起的經濟損失由持卡人自行負責。
 - 四、 持卡人申請恒生卡時披露予發卡行的各項個人信息資料發生變更時,應當及時、據實地向發卡行提出書面變更申請,否則因信息資料變化而引發的全部責任由持卡人承擔。
 - 五、 持卡人使用恒生卡應當同時遵守恒生卡第一賬戶及/或附加賬戶適用的條款及細則的規定。
 - 六、 恒生銀行(中國)對於商戶拒絕接受恒生卡或者對於商戶所提供的商品及服務均不負責任。持卡人不得與商戶發生糾紛由拒絕支付所欠恒生銀行(中國)的款項(如有)。因不可抗力、供電、系統、通訊網絡故障及任何非恒生銀行(中國)所能控制的原因導致持卡人交易失敗而造成的損失,以及持卡人在互聯網上使用恒生卡所導致的風險和損失,由持卡人自行承擔,恒生銀行(中國)不承擔任何責任。
 - 七、 恒生銀行(中國)委託第三方機構向持卡人收討恒生卡或者任何欠款的,所發生的費用由持卡人承擔。
- 第二十一條** 恒生銀行(中國)的權利義務
- 一、 恒生銀行(中國)要依法合規經營恒生卡業務,根據本章程規定為持卡人提供銀行借記卡服務。
 - 二、 應持卡人的合理要求,恒生銀行(中國)為持卡人提供查詢恒生卡賬戶餘額、交易明細或者打印月結單的服務。

- 三、持卡人如违反本章程的规定，或其第一账户余额不足导致恒生卡年费扣缴不成功，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。为免疑义，如恒生银行（中国）未收回恒生卡以注销，持卡人仍须承担缴纳年费的责任。对于持卡人使用恒生卡结余恒生银行（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，恒生银行（中国）可随时注销或收回恒生卡或终止该卡的使用而无须事先给予持卡人通知或理由，持卡人须在恒生银行（中国）提出要求时立即将该卡交回。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。
- 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。持卡人可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。
- 九、无论任何情况，恒生银行（中国）的所有责任（如有）将以有关交易金额的两倍为限。
- 十、恒生银行（中国）有权在处理使用恒生卡的交易时以保密的方式将恒生卡第一账户及/或附加账户的必要资料透露给其他银行或机构。恒生卡的交易记录视为恒生卡第一账户及/或附加账户账户交易资料的一部分。恒生卡第一账户及/或附加账户所适用的条款及细则关于个人资料和账户交易资料使用和披露的规定亦适用于持卡人、恒生卡和恒生卡的交易记录。

第五章 挂失和密码遗忘处理

- 第二十二 条** 持卡人如遗失恒生卡，必须立即携带本人有效身份证件到发卡行办理书面申请挂失，每次挂失申请收取挂失手续费10元。在特殊情况下，持卡人可以通过电话银行申请挂失，但必须在电话银行申请挂失生效之日（含该日）起五个日历日内补办书面申请挂失手续，否则通过电话银行申请的挂失在第六个日历日自动失效。书面申请挂失生效后或电话银行申请挂失生效期间内，恒生银行（中国）将暂时停止恒生卡支付、查询及POS消费功能。书面申请挂失生效之日（含该日）起第七个日历日后方可补办新卡。
- 第二十三 条** 书面申请挂失生效前、电话银行申请挂失生效前、电话银行申请挂失失效后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（以金额较低者为基准）承担责任。
- 第二十四 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，在缴纳相关费用后，由发卡行为其办理。

第六章 计 息

- 第二十五 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

- 第二十六 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。
- 第二十七 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，将按照本章程第三十二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。

第七章 收 费

- 第二十八 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。
- 第二十九 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 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。
- 第三十一 条** 恒生银行（中国）有权依据本章程第二十一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

- 第三十二 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。
- 第三十三 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

- 第三十四 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規予以解决。
- 第三十五 条** 本章程由恒生银行（中国）负责制定、修改和解释。
- 第三十六 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。