

The HSBC Credit Card Cardholder's Agreement

Important:

This document details the respective rights and obligations, for yourself and HSBC, and offers guidance on the proper and safe use of credit cards and related electronic banking services.

The terms and conditions of the HSBC Credit Card Cardholder's Agreement (this "agreement") are divided into General Terms and Conditions and Card Specific Terms and Conditions. The General Terms and Conditions apply to all card accounts and services we offer to you. The card Specific Terms and Conditions apply to particular card accounts.

To gain access to the convenience of electronic banking terminals, you will initially be assigned a computer generated Personal Identification Number (PIN). You should change the computer generated PIN on your first use of your card at an HSBC ATM.

Before you use the card, please read the terms of this agreement and the Highlights of Charges and Terms and Conditions carefully and retain it for your future reference. If you do not understand any part of it, please contact our HSBC Customer Service Hotline at 1800-227 6868. We will be happy to explain any matter to you.

A. DEFINITIONS APPLICABLE TO THIS AGREEMENT

- **ATM** means an automated teller machine that accepts the card (including, unless otherwise stated, machines belonging to the Visa/Plus ATM Network, the MasterCard/Cirrus ATM Network and the shared atm5 network in partnership with MasterCard).
- **atm5** means the shared ATM network operated by us, Bank of China Limited, Singapore Branch, Citibank Singapore Limited, Malayan Banking Berhad, State Bank of India and Standard Chartered Bank (Singapore) Limited.
- **Authorities** means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, self-regulatory organisation, trade repositories, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of HSBC Group.
- **Banking Act** means the Banking Act, Chapter 19 of Singapore.
- **balance owing on the card account** means at any time, the difference between all amounts credited and all amounts debited to you under the agreement at that time. When this amount is calculated at the end of a day, it includes all debits and credits assigned to that day.
- **banking day** means a day when we are open for normal banking business other than a Sunday or public holiday.
- **card** means (as the case may be) HSBC Premier MasterCard, HSBC Visa Infinite card, HSBC Advance VISA card, HSBC VISA Platinum card, HSBC Revolution VISA Card, HSBC Gold MasterCard, HSBC Classic MasterCard, HSBC Secured Card, your Virtual Card, your Mobile

Card and/or any other card we issue to you for use on the card account. It includes replaced or renewed cards.

- **card account** means the account for the respective cards maintained with us.
- **card carrier** means the personalised card package prepared for the primary or supplementary cardholder, as applicable, setting out details of the card account and other information.
- **Cash advance** means any cash withdrawal in any currency which shall include quasi cash transactions such as (without limitation):
 - betting and gaming related transactions (including purchase of casino chips and lottery tickets);
 - purchase of foreign currency, travellers cheques and money orders
 - wire transfers;but shall not include cash withdrawals from any linked account.
- **Compliance Obligations** means obligations of any member of the HSBC Group to comply with: (a) any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, guidelines, administrative requirements, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group (**Laws**), or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.
- **Connected Person** means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, you to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. In relation to you, a Connected Person may include, but is not limited to, a third party security provider, any guarantor, a director or officer of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, director, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of yours, or any other persons or entities having a relationship to you that is relevant to your banking relationship with the HSBC Group.
- **controlling persons** generally 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 any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).

- **Customer Information** means either your or a Connected Person's information (including Personal Data, confidential information, and/or Tax Information (including accompanying statements, waivers and consents)).
 - **electronic equipment** means any electronic equipment including a terminal, computer, television, fax machine, telephone, mobile telephone or any other equipment which we advise is acceptable from time to time.
 - **Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.
 - **Financial Crime Risk Management Activity** has the meaning given to it in Part B Clause 32.1.
 - **HSBC Group** means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and any member of the HSBC Group has the same meaning.
 - **GST** means a goods and services or similar tax imposed in Singapore.
 - **Instructions** means any instructions received by us, including the provision of supporting or other documents.
 - **linked account** means any account linked to the card other than the card account.
 - **Personal Data** means any data relating to an individual, whether true or not, from which the individual can be identified, whether with other data or other information we are likely to have access to or otherwise, including, without limitation, sensitive personal data.
 - **PIN** means a personal identification number used in conjunction with a card.
 - **primary cardholder** means the person named as the primary cardholder in the card application form and /or the appropriate card carrier.
 - **Purposes** has the meaning given to it in Part B Clause 30.1.
 - **Services** means, without limitation, (a) the opening, maintaining and closing of your bank accounts, (b) the provision of credit facilities and other banking products and services to you (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of our overall relationship with you, including insurance, audit and administrative purposes.
 - **Secured Card** means a card issued by us pursuant to the Monetary Authority of Singapore's secured card regulations.
 - **SGD** means the official currency of Singapore.
 - **supplementary cardholder** means a person to whom a card has been issued at the request of the primary cardholder under condition 6.
 - **substantial owner** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.
 - **Tax Authorities** means domestic or foreign tax, revenue, fiscal or monetary authorities or agencies.
 - **Tax Information** means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, your tax status (regardless of whether you are an individual or a business, non-profit or other corporate entity) and any of your owner, controlling person, substantial owner or beneficial owner, that we consider, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. 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).
 - **Tax Certification Forms** means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status.
 - **terminal** means any electronic device permitting transactions on the card account by the combined use of a card and a PIN or by use of a card alone.
 - **you or your** means or refers to the primary cardholder and, when the context so requires, each supplementary cardholder.
 - **we, us, our or HSBC** means HSBC Bank (Singapore) Limited.
 - The word **person** includes an individual, a firm, a body corporate, an unincorporated association and an authority.
 - The singular includes the plural and vice versa.
- Headings are for convenience only and do not affect the interpretation of the terms and conditions under this agreement.

B. GENERAL TERMS AND CONDITIONS

1. Agreeing to these terms and conditions of use

Once your card application is approved, you will be able to access your Virtual Card via the Mobile Banking app (please refer to Section C2). We will send the card by ordinary post to you at your own risk, and you are deemed to have received it. We are not liable to you for any loss or damage suffered because the card is posted to you or you do not in fact receive it.

By applying for a credit from us, you agree, that you are deemed to have read, understood and accepted the terms and conditions of this agreement and will be bound by them even if your

credit card has not been activated. Where you have applied for a balance transfer in accordance with your credit card application, you agree that once your balance transfer application is approved, the terms and conditions of this agreement and the terms and conditions relating to balance transfers will apply to you and you will be bound by them even if your credit card has not been activated.

2. Other terms and conditions

All terms and conditions applying to the linked accounts also apply when you use the card on those accounts. Those terms and conditions form part of this agreement.

3. Your information

You must inform us promptly of any change to your personal circumstances or information (including your employment or your residential or postal address) or if you intend to leave or will be absent from Singapore for more than one (1) month or if a linked account is closed.

4. Cards

Each card is for the sole use of the person named on it and is valid only from its issue date to the expiry date shown on it. Each card remains our property. We may issue replacement cards and PIN at any time.

5. Privacy

If any supplementary cardholder operates the card account as a supplementary cardholder, the primary cardholder agrees that the supplementary cardholder may use the card account as a supplementary cardholder and have access to relevant card account information without need for the primary cardholder's or any other supplementary cardholder's consent. You consent to us giving information about the card account to any of your supplementary cardholders at our discretion but we are in no way obliged to do so.

6. Supplementary cardholders

6.1 Issuing supplementary cards

You, the primary cardholder, may such number of persons as may be determined by us to be issued supplementary cards linked to your card account.

If approved by us, we will issue supplementary card(s) linked to your card account.

6.2 You, the primary cardholder, shall ensure that your supplementary cardholders have read and understood the terms and conditions of this agreement. If any of your supplementary cardholders does not comply with them, you will be in default.

You are liable for any credit provided to any of your supplementary cardholders. The card account is debited with all transactions made by any of your supplementary cardholders. Accordingly, you are responsible for all these transactions as if you had made them yourself.

Notwithstanding anything else in this agreement,

- you, the primary cardholder, are liable to pay us all amounts payable under this agreement on the card account (whether incurred by you or any of your supplementary cardholders); and

- a supplementary cardholder is liable to pay us amounts payable under this agreement on the card account only to the extent that they arise in connection with the use of that supplementary cardholder's card.

6.3 Obligations not affected by other events

None of your obligations shall be affected by:

- any disputes, counterclaims or set off rights between you and us; or
- your liability to us ceasing because of
 - disability or incapacity;
 - invalidity or unenforceability of this agreement; or
 - a waiver by us.

6.4 Cancelling supplementary cards

You or the supplementary cardholder must inform us if you or he/she wants to cancel a supplementary card or to stop a supplementary card from being used. We are not obliged to cancel the supplementary card until it is returned to us (cut cross-wise in half for your protection).

You, the primary cardholder, remain responsible for all transactions made with a supplementary card until it is returned to us (cut cross-wise in half for your protection).

7. Security of cards and PINs

You shall at all times ensure that cards and any record of PINs or any password, code or other arrangement that may be required to authenticate any payment transaction or cardholder (each, an **"Access Code"**) are not misused, disclosed, lost or stolen.

You must:

- (a) sign your card as soon as you receive it;
- (b) not record any Access Code on your card or on any article normally carried with your card and/or which is liable to loss or theft with your card, or keep a record of any Access Code in a way that allows any third party to easily misuse the Access Code;
- (c) if you keep a record of any Access Code, take all reasonable care and precaution to secure the record, including keeping the record:
 - (i) in a secure electronic or physical location accessible or known only to you; and
 - (ii) in a place where the record is unlikely to be found by a third party;
- (d) not permit any other person to use your card;
- (e) not disclose any Access Code or make it available to any other person (including a family member or one of our staff);
- (f) use care to prevent anyone else from seeing any Access Code being entered in a terminal; and
- (g) observe such security tips as we may notify from time to time.

8. Lost cards or PIN revealed

You must inform us immediately if any card is lost or stolen or you suspect that any Access Code is known to someone else. You shall report any unauthorised or erroneous transaction to us as soon as practicable after receipt of any transaction notification alert for such transaction, and provide within a reasonable time such relevant information as may be requested by us in relation to the same. Where you are not able to report the unauthorised or erroneous transaction to us as soon as you receive any transaction notification

alert for such transaction, you shall if we so request, provide us with reasons for the delayed report.

Where requested by us to facilitate our claims investigation process, you shall make and furnish a police report and/or a statutory declaration in such form as we may specify.

All relevant information should be provided to us and we are entitled to commence investigations only upon receipt of your written confirmation of such loss, theft, disclosure or misuse.

Important: If the card is lost or stolen or the PIN is disclosed or you suspect any unauthorised use of the card or card account, your liability for all card transactions (whether or not authorised by you) entered into before we receive notice of loss, theft, disclosure or misuse shall be limited to SGD100 provided that:

- (a) you notified us in accordance with this Clause 8 that your card was lost or stolen or PIN disclosed or there may have been unauthorised use of the card or card account;
- (b) we are satisfied that such loss, theft, disclosure or misuse was not due to your fraudulent act or gross negligence.

When you notify us that your card has been lost or stolen or the PIN has been disclosed or you suspect any unauthorised use of the card or card account, you will not be liable for any card transaction effected after we have received your notification of such loss, theft, disclosure or misuse.

If a card which has been reported lost or stolen is recovered, you must immediately return the card to us (cut cross-wise in half for your protection) without using it.

You must not use your PIN after reporting to us that it has been disclosed.

We may issue a replacement card and/ or require you to set up a new PIN upon such terms and conditions as we may deem fit.

9. Credit limit

Your credit limit at any time is an amount we decide in our discretion (subject to any limit set by the Singapore regulatory authorities). Your credit limit is the maximum amount of credit that you and your supplementary cardholders collectively may obtain on the card account, including any accrued finance and other charges. You must ensure that the balance owing on the card account does not exceed the credit limit.

You should inform each supplementary cardholder about the credit limit. You are responsible if the credit limit is exceeded.

If the balance owing on the account exceeds the credit limit, you must repay us the excess amount immediately without prior demand from us.

We may at any time reduce the credit limit or stop providing further credit.

10. Using the card

10.1 Using the card to obtain goods and services

- all cards - at a general merchant's place of business. You may use the card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Singapore and overseas where a "Visa", "MasterCard" or such other relevant card scheme provider's sign

of logo is displayed. You may not use the card for corporate business transactions (as determined by us in our sole discretion). However, we are not responsible if a merchant refuses to accept the card or places other limitations on using the card.

- through mail order, telephone, internet or other types of remote access.

If we allow you to use your card by the above means, you must do so strictly in accordance with our terms and conditions applicable to that method.

Card transactions generally need authorisation from us. We have the discretion to reject any proposed transaction. In instances where our authorisation was not obtained or need not be obtained by the merchant, you must still observe your credit limit.

In the event of closure of the card account or change of your card account particulars, you must inform merchants who have accepted periodic payments for goods and services via the relevant card under an agreed standing arrangement.

You agree that the amount shown on each sales voucher is sufficient evidence of the cash price of the goods or services to which the voucher relates.

We are not responsible or liable for, and make no representations or warranties of any kind on, the goods or services obtained by using the card or as a result of benefits or privileges attached to the card account (even if we promote the goods or services). Therefore, if you have any complaint or issue about such goods or services, you must take them up with the merchant directly.

You are liable for transactions on the card account whether or not the goods or services are delivered or have any defect. You may not claim a set off against us in connection with any complaint or issue you have with the merchant. Refunds to the card account will be credited only after we receive a properly issued credit voucher from the merchant.

You must check that the correct amount is entered in a terminal or written in the "total" box on a voucher before you authorise the transaction or sign the voucher.

You shall not use the card for any transaction which is illegal or prohibited by the laws of the country in which such transaction takes place or the laws of your country of residence.

10.2 Using the card to obtain cash

We may allow you to use your card at an ATM. If so, we will issue a PIN to you. We may change, deactivate or revoke a PIN at any time if we consider necessary.

You may use your card to obtain cash advances from the card account or to make cash withdrawals from any linked account.

We do not warrant that an ATM will always have money available and are not responsible for any loss suffered because money is not available at an ATM for any reason whatsoever.

The money you have withdrawn is at your risk from when it becomes visible or available to you at an ATM.

Use of the card at an ATM is subject to the relevant applicable terms governing ATM Cards in our Terms and Conditions Governing Personal Deposit Accounts. We may impose a limit on the amount you can obtain at an ATM on any one transaction or day.

- **cash advances**

You can use the card in combination with your PIN to obtain cash advances from any ATM subject to limits set by us. Cash advances are debited to the card account. Cash advances debited to a card account are subject to fees and charges levied by us from time to time.

- **cash withdrawals**

You can use the card in combination with your PIN at any ATM to access your linked accounts. You can therefore obtain cash withdrawals from a linked account in accordance with the terms and conditions applying to that account. The cash withdrawals are debited to the linked account. Cash withdrawals outside Singapore are subject to applicable foreign exchange regulation. Cash withdrawals debited to a linked account are subject to fees and charges levied by us from time to time.

10.3 Transaction notification alerts

We will send to you a transaction notification alert for each transaction conducted which is above the threshold amount as prescribed by or otherwise agreed to by us and for each set up or change in PIN as accepted by us. Such notification transaction alert will be sent by short message service (SMS) and/or electronic mail to your last known contact number and/or electronic mail as provided to us (as the case may be) and shall be deemed to be sent on the date of transmission notwithstanding the fact that the same may not be actually received by you. Where you have opted to receive transaction notification alerts from the Bank by SMS and/or electronic mail, you should provide a complete and accurate mobile phone number and/or electronic mail address (as the case may be) to us. We shall not be liable in any way whatsoever to you or to any other party for any loss or damage in the event that such transaction notification alert is received by a third party. It is your responsibility to monitor your card account transactions (which shall include enabling transaction notification alerts on any device used to receive transaction notification alerts from HSBC and opting to receive all transaction notification alerts for all outgoing transactions of any amount made from your card account) including without limitation any suspicious or omitted transactions.

10.4 Card Magnetic Stripe for overseas use

If you or your supplementary cardholder(s) wish to use the card's magnetic stripe outside Singapore to:

- (a) obtain cash advances, make cash withdrawals or conduct other transactions or obtain other services at an ATM; or
- (b) obtain goods and services at merchants

You or your supplementary cardholder(s) will need to enroll, in advance, for overseas transactions on the card.

11. Using the ATM

When you use the card in combination with your PIN at an ATM, you authorise us to act on the instructions entered into the terminal.

If it is not possible to carry out the instructions you give through an ATM on the card account, the transaction will not be accepted or processed.

12. Processing transactions

We may assign any date we consider appropriate to a debit or credit to the card account. We credit payments to the card account as soon as practicable after we receive them as good funds.

We are not bound by any statement issued by an ATM as to the amount of any deposit of cash or cheques. We will verify the deposit subsequently and our finding is binding on you save in the case of manifest error.

We may adjust debits and credits to the card account (and make consequential changes) or the linked account, as the case may be, so as to accurately reflect our respective legal obligations (for example, because of an error or because a cheque is dishonoured).

13. How we process foreign currency transactions

Card transactions in US dollars (whether made overseas or online) shall be converted to the currency of your card account (not applicable for US dollar cards).

Card transactions in a foreign currency other than US dollars (whether made overseas or online) shall be converted into US dollars before being converted into the currency of your card account. All conversions shall be based on the wholesale foreign exchange rate determined by Visa, MasterCard or other relevant card scheme associations on the day which a transaction is received by us. We may agree with Visa, MasterCard or such other relevant card scheme association (as the case may be) to settle with them in the currency of the card account at a time and rate set by them.

We charge an administrative fee for such card transactions at a rate of up to 1.8% of the transaction amount (or at such other rate as we may specify from time to time). All foreign currency and overseas transactions will also be subject to an additional charge of up to 1% imposed by Visa, MasterCard or such other relevant card scheme association (as the case may be). All transactions are listed in your monthly statements in the currency of the transaction and the currency of the card account.

For foreign currency transactions that are converted using Dynamic Currency Conversion, please see Clause 14 below.

14. Dynamic Currency Conversion

Dynamic currency conversion (DCC) is a service offered at selected ATMs located overseas and used by selected merchants and service providers (whether located overseas or online). DCC converts a foreign currency transaction into the currency of a card account at the point of sale.

- (a) Foreign currency transactions - If your foreign currency card transaction is converted to the currency of the card account via DCC, you acknowledge and agree that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be.
- (b) Transactions in the currency of your card account - If you enter into a transaction in the currency of your card account with a merchant (including online merchants) that routes its payment processing outside Singapore (and in the case

of US dollar cards, outside the United States and Singapore), you acknowledge and agree that:

- (i) this will be treated as a foreign currency transaction by Visa, MasterCard or such other relevant card scheme association (as the case may be); and
- (ii) that the process of converting the foreign currency transaction to the currency of your card account and the exchange rates applied will be determined by the merchant.

In addition, with effect from 22 May 2017, all Dynamic Card Currency transactions described in Clauses 14(a) and (b) will be subject to an additional charge of 1% of the transaction amount, which is imposed by Visa, MasterCard or such other relevant card association (as the case may be).

15. Rewards programme

We may introduce, continue or terminate benefits and privileges in connection with the card account as we choose. You can view the terms and conditions of these programs at any of our branches or on our website.

16. What you must pay

We may debit the card account with, and you must pay us for, all:

- amounts shown on sales vouchers for goods and services obtained from a merchant either directly, by mail, by telephone order, via the internet or by other types of remote access;
- cash advances;
- interest charges;
- government taxes, duties and charges, if any, payable by us in connection with the card account (e.g. GST and other taxes whether or not you are primarily liable to pay them); and
- fees and charges payable under this agreement (including the annual fee).

17. Statements and monthly payments

We will send the primary cardholder a monthly statement (not always on the same day of each month) if the card account is active. The primary cardholder should check the entries in the statements carefully and promptly report any error or unauthorised transaction to us before the due date for payment. If you do not contact us within 14 days of the statement date, you lose any right to raise objections.

You are responsible for paying all amounts shown on the statement. You must pay the minimum payment shown by the payment due date. If you are not in default, you need not pay the entire outstanding balance shown by the payment due date.

However, finance charges are payable if you do not pay the entire outstanding balance by the payment due date. The minimum payment is:

- 3% of the outstanding balance; or
- \$50 dollars in the currency of the card account whichever is greater (or at such other rate as we may specify from time to time). However, if the minimum payment would otherwise be greater than the outstanding balance, the minimum payment is the outstanding balance.

In addition, we will charge a late fee of such amount as we may decide if you do not pay the minimum payment by the payment due date. Such late fee is debited to the card account on the day after payment due date.

If there is an overdue amount shown on the statement, you must pay it immediately. We need not ask you for it first. It is in addition to your normal minimum payment.

18. Finance charges

18.1 Finance charges

If you do not pay the full outstanding balance shown on a statement by the payment due date, you must pay a finance charge chargeable on a daily basis (subject to compounding if the charges are not repaid in full), subject to a minimum charge of \$2.50 in the currency of the card account on:

- the amount of each transaction made from the date of transaction until receipt of full payment
- the current balance specified in the statement less any partial payment, from the date of such partial payment to the date we receive full payment of the current balance. The rate and minimum charge payable may change from time to time.

Finance charge will be based on the prevailing interest rate as determined by us.

No finance charges will be levied if payment is received in full by the payment due date and there is no balance carried forward from the previous statement, including, for the avoidance of doubt, no billed and unpaid finance charge in the previous statement.

Payments that we receive from you from time to time in payment of any part of the full outstanding balance will be deducted for the purpose of calculating such finance charges.

18.2 Cash advances

For each cash advance debited to the card account we levy a finance charge (based on cash advance interest rate) and a cash advance fee at such rate and amount as determined by us.

18.3 General

Finance charges are posted to the card account on each statement date and will be added to the outstanding balance.

18.4 Credit balances

We do not pay interest on any credit balance in the card account.

19. Fees and charges

We may charge:

- (a) an annual fee for issuing and renewing the card;
- (b) dishonour fees (if a cheque or payment order was dishonoured);
- (c) administration fees (for replacing a card or providing at your request copies of records, statements, sales drafts, credit vouchers or other documents);
- (d) an overlimit fee (if the current balance on your card account exceeds your credit limit);
- (e) booking fees (if an airline or hotel reservation made using the card is cancelled or not used these fees are charged at the rate set by the organisation through which the booking is made); and
- (f) other fees (for services and facilities provided by us or for anything we do in connection with this agreement, including fees payable to our collection agents).

We decide the amount and method of calculating fees. We have discretion to vary them at any time without giving any reason.

All fees and charges are payable before and after judgement.

All fees are non-refundable.

20. Payments

You may pay at any of our branches, HSBC ATMs, SAM machines, SingPost outlets and other payment channels permitted by us.

You must pay in the currency of the card account.

You must make all payments in full without setoff or counter claim and without any deductions (including for taxes and duties). If a law requires you to deduct an amount from a payment, then you must pay us an additional amount so that we receive the amount we would have received if no deductions had been required.

If GST or other tax is payable on a payment due in connection with this agreement, then you agree to pay us an additional amount equal to the GST or other tax payable. For standing instructions for payment from banks other than HSBC, your account may be debited 1 working day before the due date shown on the statement.

21. What happens to payments we receive?

Without prejudice to the other terms and conditions in this agreement and our reasonable right of appropriation, payments to the card account may be applied in the following order of priority, namely, finance charges and transaction charges, late payment fees, annual card membership fees, cash advances, outstanding balances not under promotional interest rates and balance transfer amounts on your card. Payment for balance transfer amounts will be applied first to balances with the highest promotional interest rate.

22. Certificates/Records

A certificate signed by one of our officers stating that an amount is due from you to us in respect of the card account or any other facts will be sufficient evidence of the amount or the facts, unless it is proven to be incorrect.

Our records are conclusive and binding on you for all purposes. We may destroy any document relating to the card account after we microfilm it or store a copy in some other media.

23. Indemnity

You indemnify us and hold us harmless against all actions, proceedings, claims, liabilities or loss arising from, and any costs, charges and expenses we incur (including legal costs on a full indemnity basis) in connection with:

- services we provide in connection with this agreement; or
- our acting in good faith on Instructions (including, without limitation, Instructions received by way of any electronic equipment) purporting to originate, from you or your authorised agent (including without limitation, a donee of a lasting power of attorney granted by you); or
- you not performing your obligations; or
- us exercising or attempting to exercise a right or remedy in connection with this agreement after you are in default (including appointing collection agents, or engaging solicitors to advise on the terms and conditions under this agreement or to resolve disputes, whether or not by court proceedings).

We are not liable to you for any loss, damage, embarrassment, cost or expense of any nature:

- in connection with this agreement (including benefits or privileges available in connection with the card account);
- if we cannot perform for any reason (including because of failures in the communication system, industrial disputes, Acts of God or anything beyond our control); or
- in acting on Instructions we believe emanate from you (including, without limitation, Instructions received by way of any electronic equipment).

Such indemnity shall continue notwithstanding the termination of any and every card account, products, services or other privileges provided in connection with such card account.

24. What happens if you breach any of the terms and conditions of this agreement?

If you breach any of the terms and conditions of this agreement, we may do any or all of the following without prior notice to you and without prejudice to other remedies we may have by contract or at law:

- suspend or terminate the card account;
- cancel any card; or
- require the return of any card and payment of the balance owing on the card account.

25. Closing the card account

The primary cardholder may close the card account at any time by informing us and returning all cards under the card account (cut cross-wise in half for your protection).

26. Cancellation and return of cards

We may cancel any card and suspend or terminate the operation of the card account at any time without notice for any reason.

Without limiting the reasons why we may do so, this may happen if:

- you die, become bankrupt or insane or become subject to any other legal disability; or
- we reasonably consider that you had induced us to issue your card by fraud; or
- we believe the card is being used for corporate business transactions; or
- we believe the card is being used in a way that may cause loss to you or us.

You must not use any card and must return all cards under the card account (cut cross-wise in half for your protection) immediately if:

- we close the card account; or
- we cancel the card; or
- we request you to do so.

27. Payment on closure or cancellation

If a card or card account is cancelled or closed for any reason, you must immediately:

- return all cards (cut cross-wise in half for your protection); and
- pay the balance owing on the card account (including amounts for transactions not yet processed, accrued interest charges not yet debited, government taxes and duties, if any, and other charges for the period up to closure or cancellation); and
- repay any credit provided between the time of closure or cancellation and the time we receive all returned cards.

28. Closure of a Secured Card

For any cancellation/termination of a Secured Card, the secured monies shall be released to you only after all your liabilities owing to us under the Secured Card or under any other financial arrangement entered into with you have been settled in full to our satisfaction.

29. Set off

We may set-off and transfer any monies standing to the credit of any of your account(s) maintained with us in Singapore or elsewhere in or towards satisfaction of any of your liabilities to us in Singapore or elsewhere whether such liabilities be actual or contingent, primary or collateral and several or joint, including any liabilities under the card account(s).

30. Collection, Use and Disclosure of Customer Information

30.1 Collection

We, other members of the HSBC Group and/or HSBC Group's authorised service providers may collect, use and share Customer Information (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group) for the purposes listed in Clause 30.2 ("Purposes"). Customer Information may be requested from you (or a person acting on your behalf), or may also be collected by or on our behalf, or on behalf of members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to us or any member of the HSBC Group.

30.2 Processing

We, members of the HSBC Group and/or our authorised service providers will process, transfer and disclose Customer Information in connection with the following purposes:

- (a) providing Services and for any transactions requested or authorised by you;
- (b) meeting Compliance Obligations;
- (c) conducting Financial Crime Risk Management Activity;
- (d) collecting any amounts due from you;
- (e) conducting credit checks and obtaining or providing credit references;
- (f) enforcing or defending our, or a member of the HSBC Group's, rights;
- (g) for our internal operational requirements or that of the HSBC Group (including, without limitation, credit, market, operational and technology risk management, system or product development and planning, insurance, audit and administrative purposes);
- (h) maintaining our overall relationship with you; and/or
- (i) any other purpose as may be in accordance with our, or a member of the HSBC Group's, general policy on the collection, use and disclosure of Customer Information under local data protection laws as set out in statements, circulars, notices or other terms and conditions made available by us to you from time to time (the Purposes).

30.3 Sharing

We may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients wherever located (who may also process, transfer and disclose such Customer Information as is necessary and appropriate for the Purposes):

- (a) any member of the HSBC Group;
- (b) any sub-contractors, agents, service providers, or associates of the HSBC Group (including but not limited to mailing houses, telecommunication companies, and data processing companies) (including their employees, directors and officers);
- (c) in response to any requests from any Authorities;
- (d) anyone acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services (including without limitation insurers and credit protection counterparties);
- (f) other financial institutions or credit bureaus;
- (g) any third party fund manager who provides asset management services to you;
- (h) provide introductions or referrals;
- (i) in connection with any of our business transfers, disposals, mergers or acquisitions;
- (j) our auditors and legal or other professional advisers;
- (k) any other person with your consent; and
- (l) any person in connection with any of the Purposes.

30.4 Your Obligations

- (a) You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond to any request from us, or a member of the HSBC Group.
- (b) You confirm and warrant that every person whose information (including Personal Data or Tax Information) you have provided to us or a member of the HSBC Group has been notified of and agreed to the collection, processing, disclosure and transfer of their information as set out in this facility agreement. You shall advise such persons that they may have rights of access to, and correction of, their Personal Data. We reserve the right to require you to produce documentary proof of the consents obtained from such persons, upon reasonable request made by us from time to time.
- (c) Where:
 - you fail to provide Customer Information that we reasonably request; or
 - you withhold or withdraw any consents which we may need to process, transfer or disclose Customer Information for the Purposes; or
 - we or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or you present a potential Financial Crime risk to a member of the HSBC Group,we may:
 - be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to terminate our business relationship with you;

- take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- block, transfer or close your account(s). In addition, your failure to supply your, or your Connected Person's, Tax Information and accompanying statements, waivers and consents, may result in us making our own decision with respect to your status, including whether to report you to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

30.5 Consent for Purposes of the Banking Act

For the avoidance of doubt, the above constitutes your written consent for purposes of the Banking Act to us and our officers (as defined in the Banking Act) to disclose Customer Information in accordance with this Clause 30.

31. Data Protection

- 31.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.
- 31.2 Your attention is drawn to the fact that laws relating to banking secrecy or data protection may not have extra-territorial effect. Our service providers may be required by law to disclose Customer Information to third parties. Such circumstances include the service provider being compelled to disclose the Customer Information pursuant to a court order, requests from governmental or regulatory authorities, police investigations and criminal prosecutions.

32. Financial Crime Risk Management Activity

- 32.1 We, and members of the HSBC Group, are required to, and may take any action considered appropriate to comply with laws, regulations, sanctions regimes, international guidance, HSBC Group internal policies and procedures, and/or demands from any Authorities, relating to or in connection with the detection, investigation and prevention of Financial Crime ("**Financial Crime Risk Management Activity**"). Such action 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 you, or on your behalf;
 - (b) investigating the source of or intended recipient of funds;
 - (c) combining Customer Information with other related information in the possession of the HSBC Group; and/or
 - (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.
- 32.2 Exceptionally, our undertaking of Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable

to you or any third party in respect of any loss howsoever arising suffered or incurred by you or third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

33. Tax Compliance

You acknowledge that you are solely responsible for understanding and complying with your 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) and/or Services provided by us and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of your place of domicile, residence, citizenship or incorporation. Neither we nor any other member of the HSBC Group provides tax advice. You are advised to seek independent legal and/or tax advice.

Neither we nor any other member of the HSBC Group has any responsibility in respect of your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

34. Variations to the terms and conditions under this agreement

We may vary the terms and conditions of this agreement at any time in any way we think fit. We may do so by sending the primary cardholder a notice, by issuing a notice that can be viewed at any of our branches or on our website, or by another method we think fit. Variations take effect from when they are stated to take effect whether or not you are aware of them.

35. Instructions

- 35.1 You authorise us to accept and act upon any Instructions, communicated or given by you to us in writing or by way of any electronic equipment (or purporting to be so communicated or given by you) of any nature believed by us to emanate from you.

Notwithstanding the aforesaid, we may, but shall not be obliged to, rely and act on such Instruction.

Any of our acts pursuant to such Instructions shall be binding on you notwithstanding that such Instruction may not have been given by you or with your consent or authority. You acknowledge that we may at any time, at our discretion, refuse to execute your Instructions or any part thereof without incurring any responsibility for loss, liability or expense arising out of such refusal.

- 35.2 You acknowledge that you have considered fully the risks inherent in the giving of Instructions by way of any electronic equipment. In particular, you are aware of and accept that when you are giving Instructions by way of any electronic equipment, non-original signatures may be forged and Instructions may be transmitted to wrong numbers, may never reach us and may thereby become known to third parties thus losing their confidential nature. You are further aware of and accept that communications by way of any electronic equipment cannot be guaranteed to be secure or error free as information can be intercepted, corrupted or lost or can arrive late or contain viruses.

35.3 You agree that we shall have no responsibility for the occurrence of any of the above circumstances or for any actions, claims, loss, damages or costs arising or incurred by you as a result of or in connection with the giving of any instructions by way of any electronic equipment. You further agree to indemnify us and keep us fully and effectively indemnified and hold us harmless from and against any claims, demands, actions, proceedings, loss, damages, costs and expenses which may be brought against us or suffered or incurred by us arising directly or indirectly out of or in connection with any Instructions given by you to us by way of any electronic equipment.

35.4 You irrevocably consent to us recording any telephone conversation with you whether with or without the use of a tone warning device and such recordings or transcripts thereof may be used as evidence in any disputes.

35.5 Where your instructions are not in writing, we are entitled to accept and act on them if they have been confirmed by the use of the security procedures which we notify you of from time to time.

35.6 Where you give us instructions by telephone or by assessing our website, you shall authenticate the transaction by using the security procedures which we notify you of from time to time.

(a) In the event that we receive notice of your lack of capacity under the Mental Capacity Act Cap 177A (or such other equivalent, amendment or replacement legislation), we shall be entitled (but not obliged) to:

- accept and execute instructions of any nature believed by us to be genuine and purporting to be signed, given or issued by your authorised agent (including without limitation, a donee of a lasting power of attorney granted by you); and
- without assigning any reason whatsoever, with or without notice to you, suspend, freeze, terminate or close any card account or the use or availability of any or all of the products, services or other privileges provided in connection with the card account, as the case may be.

(b) You agree to ratify everything that your authorised agent (including without limitation, a donee of a lasting power of attorney granted by you) does on your behalf arising from or in connection with any card account and /or we providing the services, performing our obligations hereunder or accepting Instructions received from or purportedly given by the authorised agent.

36. Communications and service of documents

36.1 All notices, requests, Instructions, demands, certificates, consents, approvals and other communications in connection with this agreement must be in writing or in any other form permitted by this agreement.

36.2 Communications to you may be:

- given personally; or
- left at your address last known to us or our solicitors (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business); or
- sent by post to your postal address last known to us or our solicitors

(whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business); or

- sent by way of any electronic equipment to your electronic mail address, facsimile or contact number last known to us or our solicitors; or
- given in any other way permitted by law.

36.3 A communication is deemed to be given:

- in the case of a communication given personally - on the date it bears or the day of delivery, whichever is the later; or
- in the case of a communication sent by ordinary post - on the date it bears or (if sent by post in Singapore) on the day immediately after the date of posting, and (if sent outside of Singapore) five (5) days after the date of posting, whichever is the later; or
- in the case of a communication sent by way of any electronic equipment - on the date of transmission. In this connection, we shall not be liable in any way whatsoever to you for any loss or damage in the event that the aforesaid communication is received by a third party.

36.4 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them. You must not dispute the contents of any communication (including any credit card application) sent to us using electronic equipment. You hereby authorise us to accept, rely upon, act in accordance or comply with from time to time applications forwarded using electronic equipment for us to make fund transfers from your account to or in favour of parties specified in such applications.

36.5 We may serve any document on you in a court action or otherwise required by law by delivering it or sending it by post to your postal or residential or business address last known to us. This does not prevent any other method of service.

36.6 Any communication that is sent by us to the primary cardholder shall be deemed sent and received by the supplementary cardholder at the same time.

37. How we may exercise our rights

If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

Our rights and remedies under this agreement are in addition to other rights and remedies provided by law independently of it.

38. Severability

If the whole or any part of a provision in this agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

This condition has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

39. Inconsistency/Survival

39.1 In the event of any conflict or inconsistency between the terms in Clauses 29, 30, 31 and 32 and those similar clauses in any other service, product, business relationship, account, policy or agreement between you and us, the terms in this agreement shall prevail. Any consents, authorisations, requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

39.2 To the extent permissible by applicable laws of the jurisdiction

where the card account is opened, this agreement shall continue to apply notwithstanding its termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the termination or closure of any card account.

40. Applicable law

This agreement is governed by the laws of Singapore. You submit to the non-exclusive jurisdiction of the courts of Singapore.

41. Contracts (Rights of Third Parties) Act Cap 53B

This agreement shall not confer any rights to any third party under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any term of this agreement.

C. CARD SPECIFIC TERMS AND CONDITIONS

1. Additional terms and conditions applicable to the Visa PayWave™ Facility and MasterCard® contactless Facility

- 1.1 Cards incorporating either the Visa payWave or MasterCard contactless feature, as the case may be, shall be referred to as contactless-enabled cards ("contactless-enabled cards")
- 1.2 The first transaction on your contactless-enabled card shall be an EMV Chip signature-based transaction, or such activation and authentication procedures as we may in our discretion prescribe from time to time.
- 1.3 Your contactless-enabled card may be used to carry out card transactions at all Visa or MasterCard point-of-sale terminals and at such other readers or systems as we may from time to time approve.
- 1.4 As an additional usage avenue for your convenience, we have also made arrangements for you to use the contactless-enabled card to effect card transactions at Visa payWave or MasterCard contactless readers or terminals ("contactless reader"). A contactless reader is a point-of sale device at which contactless-enabled cards may be used to execute card transactions, either by tapping the contactless-enabled card against the reader or by waving the contactless-enabled card on a contactless basis over or against such reader, without requiring any signature, PIN or other authentication on your part as the cardholder.
- 1.5 You may use the contactless-enabled card to effect any number of card transactions on contactless readers ("Contactless Transactions") so long as the value of each Contactless Transaction in Singapore does not exceed:

- (a) in respect of Visa payWave contactless-enabled cards, does not exceed SGD200 or such other amount which we may specify from time to time; and
- (b) in respect of MasterCard contactless-enabled cards, SGD200 for retail purchases and SGD45 for transit related transactions (ie, bus and train fares).

The limit per Contactless Transaction may vary from country to country.

- 1.6 Any usage of the contactless-enabled card at any contactless reader, if permitted by us, shall be subject to such terms and conditions as we, Visa and MasterCard may agree from time to time.

2. Additional terms and conditions applicable to Virtual Card and Mobile Card

2.1 Terms and Conditions to supplement HSBC Credit Card Cardholder's Agreement

- (a) If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the General Terms and Conditions in Section B above, the provisions of these Terms and Conditions prevail.
- (b) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your HSBC Credit Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the General Terms and Conditions in Section B above.

2.2 Virtual Card

- (a) Virtual Cards are only issued to primary cardholders.
- (b) Your Virtual Card is ready for use immediately upon issuance.
- (c) You are required to register for Mobile Banking before you can access your Virtual Card.
- (d) Your Virtual Card details are masked by default in the Mobile Banking app.
- (e) You may add the Virtual Card to your Mobile Wallet by following the instructions in your Mobile Wallet or Mobile Banking app. The terms and conditions in clauses 2.3 and 2.4 below apply.
- (f) To perform certain transactions, you may be required to unmask your Virtual Card details by following the instructions in your Mobile Banking app. You will only be required to do this once for each Virtual Card while your physical card remains inactive.
- (g) For your security, prior to activation of your physical card, you will only be able to perform the following types of transactions (as may be updated by the Bank at any time) on your Virtual Card:
 - (i) Mobile wallet transactions (e.g. Apple Pay);
 - (ii) 3DS transactions that require additional security verification by card schemes such as VISA's Verified by VISA and MasterCard SecureCode; and
 - (iii) any other type of transaction that may be notified to you by the Bank from time to time.

The above limits on transaction types will be lifted upon activation of your physical card.

2.3 Registering, adding and activating Mobile Card

- (a) You are eligible to add a digital version of a card (i.e. Mobile Card) in your Mobile Wallet if you hold a card (except HSBC Corporate card and any other cards we may designate from time to time) issued by HSBC Bank (Singapore) Limited in Singapore as a credit cardholder, and your card account is in good standing.
- (b) You may add a Mobile Card in your Mobile Wallet by following the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet. You acknowledge that the Mobile Wallet Provider has the right to decline the addition of your Mobile Card or to suspend, delete or reactivate a Mobile Card added in

the Mobile Wallet. We shall not be liable if you are unable to add a card on a Mobile Wallet for any reason.

- (c) By registering a Mobile Card in your Mobile Wallet, you consent to us sending you an SMS message for verification and activation purpose based on your mobile number registered with us. For Supplementary Card registration, the SMS message will be sent to the Supplementary Cardholder's mobile number registered with us. If the phone number last recorded with us is not the phone number of your Eligible Device, the SMS message will be sent to the phone number last recorded with us but not to your Eligible Device. If we do not have record of your mobile number, we will not be able to send an SMS message to you. In such a scenario, you can update your mobile number via internet banking, by visiting one of our branches or by downloading a change of personal particulars form from www.hsb.com.sg and submitting the completed form to us.
- (d) The Mobile Wallet Provider may limit the number of Mobile Cards that you may add in one Mobile Wallet from time to time. We may limit the number of Eligible Devices in which the same card can be added from time to time and you should refer to our latest communications regarding such limit.

2.4 Use of Virtual Card and Mobile Card

- (a) You may make and authorise transactions with your Mobile Card where Mobile Wallet is accepted for payment. We will not responsible if any retailer refuses to accept your Mobile Card.
- (b) To make and authorise a transaction, you may place your Eligible Device near Visa payWave or MasterCard contactless readers or terminals ("contactless reader"), and verify your identity as the Cardholder as determined by the Mobile Wallet Provider.
- (c) You cannot use your Virtual Card or Mobile Card for cash withdrawals or cash advance at an ATM or over the counter. Neither a Virtual Card nor a Mobile Card can be linked to a bank account.
- (d) Your Virtual Card and Mobile Card may be used for purchases subject to the credit limit on your card as we may specify from time to time and subject to any limits per transaction as certain merchants may specify from time to time. If you are using your Virtual Card or Mobile Card outside Singapore, certain countries may specify transaction limits.

2.5 Card Account and credit limit

- (a) Your physical card and in its digital version (i.e. Virtual Card / Mobile Card) constitute one and the same card and share the same card account.
- (b) All Virtual Card and Mobile Card Transactions will be billed to the same card statement of the physical card. There will not be a separate statement for your Virtual Card or Mobile Card.
- (c) Your physical card, Virtual Card and Mobile Card share the credit limit of the same card account. There will not be a separate credit limit for your Virtual Card or Mobile Card.

2.6 Acknowledgment of risk and your responsibility

- (a) You acknowledge and accept the risk of incurring any loss which may arise from or in connection with

unauthorized transactions made on your Virtual Card or Mobile Card. You undertake to be liable for all transactions incurred using the Virtual Card or Mobile Card whether or not the transactions were properly authorised by you. It is your responsibility to take security measures as we or the Mobile Wallet Provider may recommend from time to time, including the following:

- (i) take reasonable precautions to keep card details and security details relating to your Virtual Card, Mobile Card, Mobile Wallet and Eligible Device (including your Device Passcode, fingerprint and/or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of them;
 - (ii) safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all times;
 - (iii) DO NOT allow anyone else to use or log on to your Eligible Device, Mobile Banking app and Mobile Wallet;
 - (iv) DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device;
 - (v) DO NOT choose obvious numbers as Device Passcode (such as Identity Card number, date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or write down or keep your Device Passcode close to your Eligible Device;
 - (vi) DO NOT install or launch Mobile Banking app or Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device);
 - (vii) change the Device Passcode regularly and use alphanumeric code for Device Passcode;
 - (viii) if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;
 - (ix) delete your Mobile Banking app as well as Mobile Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be repaired;
 - (x) remove the Mobile Card from the Mobile Wallet upon termination of your Mobile Card as provided in Clause 2.11.
- (b) You are fully responsible for any disclosure of your card details, Device Passcode or other security details relating to your Eligible Device, Mobile Banking app, Mobile Wallet, Mobile Card and Virtual

Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Banking app, Virtual Card, Mobile Wallet and Mobile Card being used by unauthorised persons or for unauthorised purposes.

- (c) You have to use an Eligible Device of a type or model specified by us from time to time to register, add and use the Virtual Card or Mobile Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- (d) You require internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, add and use your Virtual Card or Mobile Card. You are responsible for any amount which may be charged by your mobile carrier and you agree to be solely responsible for such fees.

2.7 Loss, theft or misuse

Report promptly

- (a) You must notify us straight away and request that we deactivate your card by calling our Customer Service Hotline at 1800 4722 669 if you notice or suspect any loss, theft, unauthorised possession, control or use of your Virtual Card, Mobile Card or Eligible Device, or if you believe someone else has used your Virtual Card, Mobile Card or Eligible Device, or has discovered the security details of your Eligible Device, Virtual Card, Mobile Wallet or Mobile Card or the security of your card, Mobile Card, Virtual Card, Mobile Wallet or Eligible Device has been compromised in any other manner.

Your liability for unauthorised transactions

- (b) Subject to Clause 2.7c, you will be liable for all unauthorised Mobile Card Transactions made by your Mobile Card before we receive report of loss, theft, disclosure or unauthorised use of your Mobile Card.
- (c) If you report loss, theft, disclosure or unauthorised use of your Mobile Card in accordance with this Clause 2.7, your maximum liability for unauthorised Mobile Card Transactions shall be limited to SGD100. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) if:
 - (i) you have knowingly (whether or not voluntarily) permitted any other person to use your Mobile Wallet or Mobile Card or Eligible Device; or
 - (ii) you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Wallet, Mobile Card or Eligible Device. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Mobile Wallet, Mobile Card or Eligible Device may be treated as your gross negligence.

2.8 Limitation of our liability

- (a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible devices. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We have no control over

the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet, or your inability to use the Mobile Wallet for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile Card).

- (b) We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 2.6(a), Clause 2.7(a) and Clause 2.11.

2.9 Your Personal Data

By registering, adding and using the Mobile Card in your Mobile Wallet, you acknowledge that certain Card account information may be transmitted to and stored within your Eligible Device, SIM card, with the Mobile Wallet Provider and/or on the system of a third party working with the Mobile Wallet Provider, for purposes of the Mobile Wallet. Such information may be used by the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider. We shall not be responsible and have no control of the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider.

2.10 Fees and charges

- (a) All applicable interest, fees and charges that apply to your card will also apply to the Virtual Card and Mobile Card.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to your adding, activating or using the Virtual Card or Mobile Card or for making transactions using your Mobile Wallet and the Mobile Card.

2.11 Termination

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Card from the Mobile Wallet should you wish to terminate the Mobile Card. Termination of the Mobile Card will not terminate the physical card unless you also terminate it in accordance with the HSBC Credit Card Cardholder's Agreement.
- (b) If you are a primary Mobile Card cardholder, termination of your Mobile Card will not terminate the Mobile Card of your Supplementary Cardholder.
- (c) We have the rights to suspend, freeze or terminate your card under the HSBC Credit Card Cardholder's Agreement. These rights will be extended to your Virtual Card and Mobile Card. Your Virtual Card and Mobile Card will be suspended, frozen or terminated at the same time if your physical Card is suspended, frozen or terminated under the HSBC Credit Card Cardholder's Agreement. You agree that we will not be liable to you or any third party for any suspension, freezing or termination of your use of any card.
- (d) We will also have the right to suspend, freeze or terminate the use of a Mobile Card if your Mobile

Wallet has been suspended, frozen or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 2.7(a).

- (e) Upon termination of Mobile Card whether by you or by us, you must remove the Mobile Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Card or the Mobile Wallet from your Eligible Device.
- (f) You are responsible for all Mobile Card Transactions whether or not authorised by you unless and until you have removed the Mobile Card from your Mobile Wallet and Eligible Device upon termination.
- (g) Termination of the Mobile Card on its own will not affect the physical card or Virtual Card which will continue to be governed by the HSBC Credit Card Cardholder's Agreement.

2.12 Variation of Terms and Conditions

We have the right to vary these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your Mobile Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 2.11 before the date on which that variation takes effect.

2.13 General matters

If you have any questions or complaints about your Card, please contact us at 1800 4722 669. If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

2.14 Definitions applicable to Section C2

- (a) Device Passcode means the access passcode of your Eligible Device.
- (b) Eligible Device means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile Card can be registered and added, as designated by us from time to time.
- (c) Mobile Card means a digital version of your HSBC Credit Card which you add in the Mobile Wallet of your Eligible Device.
- (d) Mobile Card Transaction means any transaction made using your Mobile Card.
- (e) Mobile Wallet means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Card is added.
- (f) Mobile Wallet Provider means provider of the Mobile Wallet in your Eligible Device, as designated by us from time to time.
- (g) Virtual Card means a digital version of your HSBC Credit Card which you can access in the Mobile Banking app
- (h) these Terms and Conditions means these terms and conditions as may be amended from time to time.

Issued by HSBC Bank (Singapore) Limited (Company Registration No. 201420624K).

Disclaimer: All information is correct at time of publishing.

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