

The HSBC Debit 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 debit cards and related electronic banking services. The terms and conditions of the HSBC Debit Card Cardholder's Agreement (this "**Agreement**") apply to all Card accounts and services we offer to you. To gain access to the convenience of electronic banking terminals as well as to conduct point of sale transactions, 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 debit card at an HSBC automated teller machine. Before you use the debit card, please read the terms of this Agreement carefully and retain it for your future reference. If you do not understand any part of it, please contact our HSBC Customer Service Hotline on 1800-4722 669. We will be happy to explain any matter to you.

The Terms and Conditions Governing Personal Deposit Accounts are to be read in conjunction with this Agreement, provided that in the event of any conflict or inconsistency, the terms herein shall prevail over the Terms and Conditions Governing Personal Deposit Accounts to the extent of such conflict or inconsistency.

1. Important Words

"Account" means your designated account with us through which Card Transactions are settled.

"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, Citibank, Maybank, State Bank of India and Standard Chartered Bank.

"Card" means any card or cards issued by us as HSBC's debit card bearing the name Visa and/or the service mark of Visa (whether or not it also bears the name and/or mark of any other person or entities) and include any such card issued in replacement or renewal thereof.

"Card Transaction" means any payment made or any amount charged for any goods, services and/or other benefits, cash withdrawals, cash advances, transfers or balance enquiries effected or made through the use of the Card (whether in conjunction with the PIN of the Card and/or any signature or otherwise) at ATMs and Merchant outlets and on such conditions as we may prescribe.

"Cash Back" means the amount dispensed/withdrawn from the Merchants' point of sale terminals subject to the effecting of a prior POS transaction.

"Card Limits" means the various limits prescribed by us in relation to total Card Transactions effected in a day (including but not limited to ATM cash withdrawals, POS transactions, Cash Back and Contactless Transactions).

"Contactless Reader" means a point-of sale device at which contactless-enabled cards may be used to execute transactions for the payment of goods and/or services, 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.

"Contactless Transaction" means a transaction for the payment of goods and/or services made using a contactless card issued by us to a cardholder.

"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.

"Merchant" means any person, firm or corporation having a subsisting agreement with the Bank and Visa relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges incurred.

"PIN" means a personal identification number used in conjunction with a Card.

"POS" means point of sale Card Transactions initiated at Merchants' point of sale terminal or via the terminals operated by Network for Electronic Transfers Pte Ltd.

"SGD" or **"S\$"** means Singapore Dollars, the official currency of Singapore.

"we", "our" and **"us"** means HSBC Bank (Singapore) Limited.

"you", "your" and **"cardholder"** means the person to whom the Card is issued.

Words importing the singular include the plural and vice versa.

Words importing the masculine gender shall include the feminine gender and neuter gender and vice versa. Words importing a person shall include a firm, sole proprietor, association, company, corporation or other entity.

The headings are for reference only and are not to be taken into consideration in the interpretation of this Agreement.

2. The Card/Use of The Card

2.1 Upon our acceptance and approval of your application for a Card and pursuant to your request, we may send the Card by ordinary post to you at your 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.

2.2 You must sign on the Card immediately after receiving it.

2.3 By signing, activating and/or using the Card, you are deemed to have read, understood and accepted the terms and conditions of this Agreement and will be bound by them. The Card is not transferable and is issued solely for your use.

2.4 You shall use the Card and the PIN only for effecting, processing or conducting Card Transactions permitted by us during the validity period printed on the Card.

- 2.5 The Card shall remain our property at all times. We may replace or renew the Card on such terms as we may impose. You shall not transfer or otherwise part with the control, custody or possession of the Card. At our request, which may be made at any time, you must immediately return the Card to us (cut cross-wise in half for your protection).
 - 2.6 We are entitled to charge and debit to your Account an annual fee and/or joining fee for the issue and renewal of the Card.
 - 2.7 You shall not, whether with or without your knowledge, use the Card to effect any Card Transaction which could contravene the laws of any jurisdiction.
 - 2.8 You must notify us promptly in writing of any change of your address and/or any other changes in your particulars or any other information as we may request from time to time.
 - 2.9 You agree that when the Card is used to effect, process or conduct any Card Transaction, it is, or shall be deemed to be, used with your authority and knowledge whether or not you have actually authorised and/or have knowledge of the use of the Card and we shall debit against the your Account any such amount transacted or processed through the use of the Card. You shall accept our records of all Card Transactions effected, processed or conducted through the use of the Card as correct and conclusive, save in the case of manifest error, and you agree to be bound by our records.
 - 2.10 You shall bear any loss or damage incurred or suffered by you arising from or in connection with the use of the Card.
 - 2.11 We shall send you a transaction alert for each Card Transaction effected, processed or conducted using the Card 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 transaction alert will be sent by short message service to your last known telephone number as provided to us 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. We shall not be liable in any way whatsoever to you or any other party for any loss or damage in the event that such transaction alert is received by a third party.
- 3. Visa payWave™ Facility**
- 3.1 Cards incorporating the Visa payWave feature shall be referred to as “Visa contactless-enabled cards”
 - 3.2 Your Visa contactless-enabled card may be used to carry out transactions for the purchase of goods and/or services at all Visa point-of-sale terminals and at such other readers or systems as we may from time to time approve.
 - 3.3 You may also use the contactless-enabled card to effect Contactless Transactions at Visa payWave Contactless Readers.
 - 3.4 You may use the Visa contactless-enabled card to effect any number of Contactless Transactions so long as the value of each Contactless Transaction in Singapore does not exceed S\$200 or such other amount which we may specify from time to time. Any Contactless Transactions made by you that exceed S\$200 will need to be authenticated via signature at the point of transaction. The limit per Contactless Transaction may vary from country to country.
 - 3.5 Any usage of the Visa contactless-enabled card at any Visa payWave Contactless Reader shall be subject to such terms and conditions as we may from time to time impose.
- 4. NETS FlashPay**
- The NETS Terms and Conditions Governing the Use of NETS FlashPay is available at <https://www.nets.com.sg/flashpay-tnc>
- 5. NETS Contactless Facility**
- 5.1 Cards incorporating the NETS Contactless feature shall be referred to NETS contactless card.
 - 5.2 You may use your NETS contactless card to make Contactless Transactions at NETS Contactless Readers so long as the value of each Contactless Transaction in Singapore does not exceed S\$100 or such other amount as we may specify from time to time. Any Contactless Transactions made by you that exceed S\$100 will need to be authenticated via PIN at the point of transaction.
 - 5.3 Your use of a NETs contactless card shall be subject to such terms and conditions as we may from time to time impose.
- 6. Card Limits**
- 6.1 We may set and/or revise the Card Limits in relation to the Card from time to time without prior notice to you.
 - 6.2 Whenever we are informed (whether by the Merchant or any other person) that any Card Transaction or any other transaction is proposed to be effected or completed with the Card, we may hold or set aside out of the available credit balances or available credit on the Account an amount estimated by us or the Merchant or that other person to be the amount for which that Card Transaction is likely to be effected or completed.
 - 6.3 The amount set aside with respect to any proposed Card Transaction:
 - (a) may be set aside for as long as we may determine to be appropriate in the circumstances;
 - (b) may be released at any time we determine or after we have debited the Account in respect of the Card Transaction;
 - (c) may not be the exact amount for which that Card Transaction is effected and finally debited to the Account; and
 - (d) shall not restrict or limit our right to debit the Account with the amount of that Card Transaction regardless whether the amount is the same as the amount we have set aside or put on hold.
 - 6.4 You may effect a Card Transaction only if there are sufficient funds in the Account to cover such transaction and the limits prescribed for the type of transaction are not exceeded. However, we may in our discretion and without giving prior notice:
 - (a) approve, authorise or allow any Card Transaction to be effected during any period even though there are insufficient funds or credit in your Account and you shall repay on demand any resulting overdraft on your Account, together with interest, commission and other charges; and
 - (b) refuse to approve, authorise and/or permit to be effected any one or more Card Transactions even though the applicable limits have not been exceeded.
 - 6.5 Our determination in respect of whether your Card Limit has been exceeded shall be conclusive and binding on you.
- 7. Joint Account**
- 7.1 Where the Account is in joint names, we may issue the Card to anyone who is authorised to operate the Account alone.

- 7.2 We may debit or put a hold on the Account even if the joint account instructions are varied or terminated, or until all Cards issued by us under this Agreement have been validly terminated in accordance with Clause 8.
- 7.3 All transactions made with the Card shall be binding on joint account holders jointly and severally. We shall be entitled to act or rely on any communication, request or instruction given or purported to be given by any joint accountholder (whether with or without your knowledge or authority) and you shall be bound by such communication, request or instruction.
- 8. Loss or Theft of Card/Disclosure of PIN**
- 8.1 You must inform us immediately if any Card is lost or stolen or you suspect that a PIN is known to someone else or you suspect any unauthorised use of the Card. 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.
- 8.2 **Important:** If the Card is lost or stolen or the PIN is disclosed or you suspect any unauthorised use of the Card, 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 S\$100 provided that:
- (a) you notified us immediately after becoming aware that your Card was lost or stolen or PIN disclosed or there may have been unauthorised use of the Card;
 - (b) you assist in the recovery of the Card;
 - (c) you furnish to us a statutory declaration in such form as we may specify or a police report and any other information we may require; and
 - (d) we are satisfied that such loss, theft, disclosure or misuse was not due to your fraudulent act or gross negligence.
- 8.3 When you notify us that your Card has been lost or stolen or the PIN disclosed or you suspect any unauthorised use of the Card, you will not be liable for and Card Transaction effected after we have received your notification of such loss, theft, disclosure or misuse.
- 8.4 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.
- 8.5 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. Use of Card Outside Singapore/Use of Card Where Account is a NON SGD Account**
- 9.1 If you wish to use Card's magnetic stripe outside Singapore to effect, process or conduct any Card Transactions, you will need to enroll, in advance, for overseas transactions on the Card.
- 9.2 When you use the Card outside Singapore, the Card Transaction shall be charged in the official currency of the country where the Card is used and converted into SGD at such exchange rate at such times as we may determine at our discretion, and we shall be entitled to debit the Account with the amount of the Card Transaction. Your right to effect any Card Transaction is subject to any exchange controls, regulations or limitations prevailing in such country. In any event, you shall fully indemnify us for all exchange risks, losses, communications and other fees and charges that may be incurred. We also charge an administrative fee for such Card Transactions at a rate of up to 1.5% of the transaction amount (or such other rate as we may specify from time to time) plus any other fees levied by the relevant card scheme association.
- 9.3 We may charge, credit and debit, as may be appropriate, all sums payable to us under this Agreement to the Account and for this purpose convert credits and charges incurred into the currency of the Account at such rate or rates of exchange as we may determine. You shall bear all exchange risks, losses, commission, fees and charges that may arise.
- 9.4 Where a Card Transaction relates to a non SGD Account, we have the right to apply our prevailing foreign exchange rates in accordance with our usual practice.
- 10. Charges and Fees Payable**
- 10.1 You agree to pay to us and authorise us to debit the Account for the following:
- (a) a fee of such amount(s) as we may prescribe which shall not be refundable in any event, for each Card Transaction;
 - (b) an administrative fee of such amount(s) as we may prescribe for any records, statements, sales draft, credit vouchers or other documents relating to the use of the Card and copies thereof which are made available at your request;
 - (c) where by any arrangement between you and any financial institution, any payment is to be made to us for credit to the Account, whether at regular intervals or otherwise, a fee of such amount(s) as we may prescribe from time to time for each occasion when any payment to us is not effected at the time when such payment should have been effected in accordance with such arrangement;
 - (d) such fee as we may prescribe for any replacement Card; and
 - (e) any fees and charges not specified above which we might impose at our discretion upon giving you prior written notice.
- 10.2 We may, by giving you 30 days' prior written notice, from time to time to revise the rate of the fees and charges and to impose new fees.
- 10.3 All goods and services tax imposed on or payable in respect of any payment debited to the Account shall be borne by you. We shall be entitled to debit the Account at any time without notice in respect of any sum howsoever due or owed by you to us (whether in respect of Card Transactions, or as fees or charges or otherwise) and notwithstanding that an overdrawn balance would result.
- 10.4 You shall be liable for, and shall pay us, on demand, the balance due to us on the Account, including all charges effected or debited to the Account in accordance with this Agreement or any other agreement between you (whether alone or jointly with any other person or persons) and us.
- 10.5 We may at any time and without prior notice or demand combine or consolidate the outstanding balance on the Account with any one or all accounts of yours maintained with us in Singapore or elsewhere and/or set off or apply any money standing to the credit of any one or all of such accounts in or towards the satisfaction of any or all sums payable by you to us on any account, including the outstanding balance on the Account or under this Agreement.

10.6 Our rights conferred under this Clause 7 shall be exercisable regardless whether:

- (a) the use of your Card or the Account has been terminated; and/or
- (b) the balance in our favour or owed to us has become due or payable.

10.7 We may apply and appropriate any and all payments (including charges and fees) made or sent by you on your behalf in such manner and order and to such Card Transaction as we may determine, regardless of any specific appropriation made by you or the person making the payment. In the absence of any specific appropriation on our part, all payments shall be applied towards the balance on the Account.

11. Cancellation and Return of Card

11.1 You may cancel the Card by giving notice in writing to us. Such cancellation shall only be effective on receipt by us of the Card (cut in half cross-wise for your protection) and the payment of all sums due under this Agreement.

11.2 We may at any time without prior notice or reason to you suspend or cancel any Card or refuse to reissue, renew or replace any Card or introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the Card and/or the use of the Card. You shall immediately on our request return the Card (cut in half cross-wise for your protection) to us. Upon cancellation, all sums due in respect of Card Transactions effected shall become immediately payable without demand.

11.3 In the event that a Card is cancelled either by you or us, we shall not be liable to refund any fee or any part thereof. You shall continue to be liable for all Card Transactions carried out but not reflected in any statement of account issued as at the date of the cancellation.

11.4 You acknowledge that the cancellation of the Card, whether by us or you shall not affect this Agreement, which shall continue to subsist with full force and effect with respect to all charges and fees which may have accrued and which may accrue in the future in accordance with these terms and in relation to the use of any and all Cards.

12. Exclusions and Exceptions

12.1 We shall not be responsible or liable to you for any inconvenience, loss or damage or embarrassment incurred or suffered in any of the following events:

- (a) we, a Merchant, or other bank or financial institution or any other party refuses to accept the Card or to accept any Card Transaction for any reason whatsoever; or
- (b) we, our servants, agents or contractors are unable to perform any of our obligations under this Agreement whether due directly or indirectly to the failure of any machine, data processing system or transmission link or industrial or other dispute, Act of God or anything beyond the control of us, our servants, agents or contractors or as a consequence of any fraud or forgery;
- (c) any malfunction, defect or error in any ATM or other machines or systems whether belonging to or operated by us or otherwise, howsoever caused;
- (d) any rejection of your Card or the PIN of your Card by any ATM or other machines or any failure to effect or complete any Card Transaction howsoever caused;
- (e) any neglect, refusal or inability on our part to authorise or approve any Card or to honour or effect any other transaction on the Account for any reason whatsoever; or
- (f) any damages to or loss of or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card howsoever caused.

12.2 We shall not be liable in any way for the goods purchased or services rendered and paid for by the use of the Card or the delivery, quality or performance of such goods or services.

12.3 We shall also not be responsible for any benefits, discounts or programmes of any Merchant or other person that we may make available or introduce to you.

12.4 We shall be entitled to charge and debit the Account in respect of all Card Transactions effected by use of your Card or the PIN of your Card in spite of the non-delivery or non-performance of or any defect in those goods or services or the failure of any person to provide or make available to you any of those benefits, discounts or programmes. You must seek redress in respect of such goods, services, benefits, discounts and programmes from that person directly.

12.5 In the event of any dispute between you and any Merchant or bank or financial institution or any other person, your liability to us shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which you may have against such Merchant or bank or financial institution or person. We shall not in any event be responsible or liable to you for any consequential or indirect or economic loss, howsoever caused, incurring or arising.

12.6 You may not assign your rights under this Agreement.

12.7 We may at our discretion make available to you from time to time additional benefits, services or programmes in connection with the use of your Card. Such benefits, services or programmes shall nevertheless not form part of our legal relationship with and obligations to you.

12.8 You hereby acknowledge that any Merchant may at any time and from time to time without prior notice restrict, exclude, modify or suspend the benefits and/or privileges accorded to you under any privilege schemes at that participating Merchant.

13. Collection Use and Disclosure of Information

13.1 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 Part A Clause 1.2 of the Terms and Conditions Governing Personal Deposit Accounts and/or Part D Clause 4.2 of the Personal Line of Credit and Personal Term Credit Terms and Conditions (as the case may be).

13.2 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.

13.3 Capitalised terms used in this Clause 10 are defined in the Terms and Conditions Governing Personal Deposit Accounts and the Personal Line of Credit and Personal Term Credit Terms and Conditions.

14. Communications

14.1 Any requests or instructions by you to us must be in writing, and shall be signed by you. However, we may, but shall not be obliged to, accept and act on any instruction or request by electronic mail, facsimile transmission or through the telephone which is believed by any of our officers or employees attending to such instruction or request, to have been given or made or authorised by you, even if such instruction or request may not have been given or made or authorised by you and regardless of any fraud that may exist in relation to such instruction or request. We are under no duty to verify the identity of any person purportedly communicating as or on your behalf.

14.2 We shall not be liable for any loss or damage suffered as a consequence of us acting on or acceding to any such instruction.

14.3 All Cards, account statements, notices (including notification of the PIN and any amendments to this Agreement), demands, or other communication under this Agreement may be sent by facsimile or ordinary pre-paid post or electronic mail or through the internet or any electronic medium selected by us or delivered personally to your last known address.

14.4 Any statement, notice or demand to you shall be deemed to have been delivered:

(a) if sent by facsimile, on the same day; or

(b) if delivered by pre-paid ordinary post, on the next business day after posting if in Singapore or 5 days after being sent by airmail to another country; or

(c) immediately on dispatch if sent by electronic mail or through the internet or any electronic medium selected by us; or

(d) in any case, when left at your address on our records, notwithstanding that it is not received by you or returned undelivered.

15. Bank's Discretion

Notwithstanding and without prejudice to the other provisions of this Agreement, we are entitled at any time in our discretion without giving you any notice or reason, to:

(a) suspend your right to use the Card entirely or in respect of the Card Transactions; and/or

(b) introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with your Card and/or the use of your Card.

16. General

16.1 Our records (including computer and microfilm stored records) of all matters relating to you are conclusive evidence of such matters and is binding against you for all purposes, save for manifest error, but subject to our right to rectify any error or omission therein and our right to adduce other evidence. We may, in our discretion, destroy any documents relating to any Card Transaction after microfilming or otherwise recording the same in such manner as we may deem fit as well as to destroy such microfilm and records at any time.

16.2 If any one or more of the provisions of this Agreement or any part thereof is declared or adjudged to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction and shall remain in full force and effect.

16.3 The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

16.4 We may at any time waive either conditionally or on such terms and conditions as we deem fit in our discretion, any default or breach by you of this Agreement, provided that such waiver is given in writing by us. No condoning or excusing of and no neglect or forbearance on our part of any default or breach of this Agreement by you shall operate as a waiver of our rights and powers. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of the terms and conditions of this Agreement.

16.5 This Agreement covers the use of the Card, which is additional to any other prevailing terms and conditions governing your Account(s) and any other products or services to which the Card(s) is or will be linked (copies of which are available at any of the Bank's branches or online at www.hsbc.com.sg).

16.6 You acknowledge that the content used in connection with, or incorporated or contained in or presented to you in any electronic channel or mode in connection with the services available in relation to the Card and any materials presented by us in connection therewith are our exclusive property and/or that of our third party licensors.

16.7 You undertake to indemnify us on demand (on a full indemnity basis) and to hold us harmless from and against any loss, damage, liability, costs and expenses, which we may incur by reason of or due to any breach of terms and conditions of this Agreement or the enforcement of our rights as therein provided.

16.8 We may at any time in our discretion assign any of our rights under this Agreement to any third party whosoever without your consent.

16.9 Except to the extent expressly set out in this Agreement, the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore shall not under any circumstance apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contracts (Right of Third Parties) Act (Cap 53B) of Singapore to enforce this Agreement or any provision of this Agreement.

16.10 We may at any time amend any of these terms and conditions by giving prior notice to you. If you do not accept such changes, you may cancel your Card forthwith. If you retain or use the Card or PIN after we have given such notice of changes, you are deemed to have accepted such changes without reservation.

16.11 This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore and you hereby submit irrevocably to the non-exclusive jurisdiction of the Courts of Singapore. Nothing in this clause shall limit our right to bring or commence any proceedings against you in any other court of competent jurisdiction.