

TERMS AND CONDITIONS FOR MOBILE CARD

The following terms and conditions ("**Terms**") apply when you add your HSBC Debit Card to a Mobile Wallet. The HSBC Debit Card Cardholder's Agreement is to be read in conjunction with these Terms, provided that in the event of any conflict or inconsistency, these Terms shall prevail over the HSBC Debit Card Cardholder's Agreement to the extent of such conflict or inconsistency.

If you add or use your HSBC Debit Card within a Mobile Wallet, you agree to be bound by these Terms.

You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your HSBC Debit 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.

1. **Registering, adding and activating Mobile Card**

- a. You are eligible to add a digital version of your HSBC Debit Card ("**Mobile Card**") to your Mobile Wallet if you hold a debit card issued by HSBC Bank (Singapore) Limited in Singapore ("**Card**") as a debit cardholder, and your Card Account is in good standing.
- b. Prior to adding a Mobile Card to the Mobile Wallet, the physical HSBC Debit Card must have been activated.
- c. You may add a Mobile Card to 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.
- d. By registering a Mobile Card in your Mobile Wallet, you consent to us sending you an SMS message for verification and activation purposes based on your 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 a record of your mobile number, we will not be able to send an SMS message to you. If this is the case, 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.hsbc.com.sg and submitting the completed form to us.
- e. 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. **Use of Mobile Card**

- a. You may make and authorise transactions with your Mobile Card where the Mobile Wallet is accepted for payment. We will not be 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 readers or terminals, and verify your identity as the Cardholder as determined by the Mobile Wallet Provider.
- c. You cannot use your Mobile Card for cash withdrawals over the counter.

- d. Your Mobile Card may be used for purchases subject to:
 - i. the daily card limit on your Card as we may specify from time to time;
 - ii. any limits per transaction as certain merchants may specify from time to time; and
 - iii. your available account balance linked to your Debit Card, whichever is lower. If you are using your Mobile Card outside Singapore, certain countries may specify transaction limits.
- e. All transactions made with your Mobile Card will be made as transactions on the Visa Network.

3. Card Account and daily Card limit

- a. Your physical Card and in its digital version (i.e. Mobile Card) constitute one and the same Card and share the same Card Account.
- b. All Mobile Card Transactions will be billed to the same Card statement of the physical Card. There will not be a separate statement for your Mobile Card.
- c. Your physical Card and your Mobile Card share the daily Card limit for Visa Payment of the same Card Account. There will not be a separate Card limit for your Mobile Card.

4. 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 Mobile Card. You undertake to be liable for all transactions incurred using the 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:
- b. take reasonable precautions to keep Card details and security details relating to your 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;
 - i. safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all times;
 - ii. DO NOT allow anyone else to use or log on to your Eligible Device and Mobile Wallet;
 - iii. DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device;
 - iv. 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;
 - v. DO NOT install or launch 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);
 - vi. change the Device Passcode regularly and use alphanumeric code for Device Passcode;
 - vii. 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;

- viii. delete your 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;
- ix. remove the Mobile Card from the Mobile Wallet upon termination of your Mobile Card as provided in Clause 9.
- c. You are fully responsible for any disclosure of your Card Details, Device Passcode or other security details relating to your Eligible Device, Mobile Wallet and Mobile 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 Wallet and Mobile Card being used by unauthorised persons or for unauthorised purposes.
- d. You have to use an Eligible Device of a type or model specified by us from time to time to register, add and use 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.
- e. You require internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, add and use your 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.

5. **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 227 6868 if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Card or Eligible Device, or if you believe someone else has used your Mobile Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile Card or the security of your Card, Mobile Card, Mobile Wallet or Eligible Device has been compromised in any other manner.

Your liability for unauthorised transactions

- b. Subject to Clause 5c, 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 5a, 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.

6. 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 Clauses 4a, 5a and 9.

7. 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.

8. Fees and charges

- a. All applicable fees and charges that apply to your Card will also apply to the 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 Mobile Card or for making transactions using your Mobile Wallet and the Mobile Card.

9. Termination of Mobile Card

- 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 Debit Card Cardholder's Agreement.
- b. We have the rights to suspend, freeze or terminate your Card under the HSBC Debit Card Cardholder's Agreement. These rights will be extended to your Mobile Card. Your Mobile Card will be suspended, frozen or terminated at the same time if your physical Card is suspended, frozen or terminated under the HSBC Debit 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 or Mobile Card.
- c. 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 5a.
- d. 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.

- e. 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.
- f. Termination of the Mobile Card on its own will not affect the physical Card which will continue to be governed by the HSBC Debit Card Cardholder's Agreement.

10. Variation of Mobile Terms and Conditions

We have the right to vary these Terms 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 9 before the date on which that variation takes effect.

11. General matters

If you have any questions or complaints about your Card, please contact us at 1800-227 6868. 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.

12. Definitions applicable to this Agreement

- **Card Account** means the account for the respective Card maintained with us.
- **Device Passcode** means the access passcode of your Eligible Device.
- **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.
- **Mobile Card Transaction** means any transaction made using your Mobile Card.
- **Mobile Wallet** means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Card is added.
- **Mobile Wallet Provider** means provider of the Mobile Wallet in your Eligible Device, as designated by us from time to time.
- **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.
- **SGD** means the official currency of Singapore.
- **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.

13. Governing law

These Terms are governed by and shall be construed in accordance with the laws of Singapore. The parties submit to the non-exclusive jurisdiction of the Courts of Singapore. These Terms may be enforced in any court of competent jurisdiction.