

HSBC Credit Cards Terms and Conditions

Please click on the appropriate link below to read the Terms and Conditions for your HSBC credit cards:

- ▶ [Visa Platinum / Premier MasterCard](#)
- ▶ [Gold Mastercard / Visa Gold / Mastercard / Visa Classic](#)

Cardholder Agreement

Terms and Conditions

Visa Platinum / Premier MasterCard

IMPORTANT!

Before you use the HSBC Bank Malaysia Berhad (Company No.127776-V) Visa Platinum / Premier MasterCard, please read carefully the Cardholder Agreement printed below. By using the Card you are accepting the Terms and Conditions set out below and will be bound by them.

The HSBC Bank Malaysia Berhad Visa Platinum ("the Card") and the HSBC Bank Malaysia Berhad Premier MasterCard ("the Card") is issued by HSBC Bank Malaysia Berhad (Company No. 127776-V) ("the Bank") on the following terms and conditions (hereinafter referred to as "this Agreement"):-

1. Use of the Card is restricted to the person to whom the Card is issued ("the Cardholder") who must sign the Card immediately upon receipt thereof and such signature and/or the use of the Card will constitute binding and conclusive evidence of the agreement of the Cardholder to be bound by this Agreement. In the event that the Cardholder does not wish to be bound by this Agreement, the Cardholder shall return the Card to the Bank and Clause 17(a) hereof shall henceforth be operative.

The Cardholder undertakes and agrees that failure to restrict the Card to his/her own use only will render the Cardholder open to the consequences of unauthorised use/theft of the Card.

In this Clause and Clauses numbered 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34 and 35 any reference to the word Cardholder shall refer equally to the Supplementary Cardholder.

2. The Card is the property of the Bank and will be returned to the Bank by the Cardholder upon the Bank's request, and may, if it comes into the possession of a person or persons so authorised by the Bank, be retained, cut up and returned to the Bank by that person or persons. The Bank reserves the right to withdraw, at its absolute discretion, the Card and/or any of the services thereby offered at any time with or without (as it in its absolute discretion deems fit) prior notice, upon the death, bankruptcy or insolvency of the Cardholder, and in such circumstance if it so deems fit to terminate the use of the Card by the Cardholder.
3. The Personal Identification Number ("PIN") (being a number code by which the services available from an Automated Teller Machine ("ATM") of the Bank or any bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution can be accessed when using the Card to which such number or substituted code relates) will be issued and delivered to the Cardholder at the Cardholder's own risk. The PIN is strictly confidential and should not be disclosed to any other person under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of his/her PIN in any place or manner which may enable any third party to use the Card. The Cardholder understands and agrees that failure to comply with this requirement may expose the Cardholder to the consequences of theft/unauthorised use of the Card, for which the Bank will not be liable.

The Cardholder hereby undertakes to hold the Bank free from all claims and liabilities from all parties whomsoever, arising from such unauthorised use.

4. The Cardholder remains solely liable to the Bank for the use of the Card. Should the Bank issue an additional card ("Supplementary Card") at the joint request of the Cardholder and the additional Cardholder ("Supplementary Cardholder"), both the Cardholder and the Supplementary Cardholder will be jointly and severally liable to the Bank for the use of the Supplementary Card. The Supplementary Cardholder hereby agrees to be bound by this Agreement.
5. (a) The Bank will maintain an account for the Cardholder for each Card held ("the Card Account") to which the value of all purchases of goods or services and of all cash advances effected by the use of the Card ("Card Transactions") and all fees and charges will be debited.
(b) The Cardholder agrees that any credit card issued to the Cardholder, including Supplementary cards issued under the Cardholder's account, shall not be used for or in connection with any unlawful activity or purpose (including without limitation online gambling), whether in whole or in part. Any payments for such purposes made by the Cardholder, with an HSBC credit card are liable to be rejected and thereafter, all primary and/or supplementary HSBC Credit Cards issued under the Cardholder's account shall be terminated, without any liability on the part of the Bank. The Cardholder undertakes to indemnify and hold harmless the Bank, its officers, directors and employees from and against any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatsoever (including legal fees) that are caused by or arising from the Cardholder/Supplementary Cardholder using any HSBC Credit Cards for any unlawful activities.

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- (c) The Bank will assign a credit limit to the Card Account, whether be it a combined or split credit limit (collectively referred to as "Credit Limit"; as the case may be, which must be strictly observed. The Cardholder undertakes not to exceed the Credit Limit assigned to the Cardholder by the Bank through any purchases or transactions which may cause the aggregate outstanding balance of the Cardholder's obligations to the Bank under the Card Account to exceed the assigned Credit Limit unless with the prior written approval of the Bank. If this provision is breached, the Cardholder shall forthwith pay to the Bank the full sum by which the Credit Limit is exceeded (whether formerly demanded or not).

Nothing herein contained shall be construed to affect or limit the Cardholder's liability to the Bank under any provisions of this Agreement and the Cardholder shall be and remain liable to all transactions effected through the use of the Card notwithstanding the aggregate outstanding balance of the Card Account exceeded the assigned Credit Limit.

- (d) If the Cardholder operates two or more separate Card Accounts, the applicable credit limit, whether combined or split, for each of the Cards will be as indicated on (i) the card mailer in which the Card was initially delivered to the Cardholder or (ii) the Card Statement, representing the total credit limit extended to cover the use of all and/or the respective Cards held by the Cardholder and Supplementary Cardholder(s) individually, if any.
- (e) The Cardholder hereby agrees that without prejudice to the Bank's rights at any time, the Bank is entitled (in its absolute discretion and with or without giving prior notice to the Cardholder) to restrict, limit, increase or reduce the Cardholder's Credit Limit or withhold credit or otherwise terminate the use of the Card, notwithstanding the Card Account may be in current and without default in any due payments.

The Cardholder hereby further agrees that where the Cardholder enjoys other banking facilities with the Bank and if in the view of the Bank, the said other banking facilities and/or this credit card facility are/is not conducted in a manner satisfactory to the Bank, the Bank is entitled (without giving prior notice to the Cardholder), to restrict, limit, reduce or withhold the Cardholder's credit or otherwise terminate the use of the Card.

6. The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this Agreement. Failure to sign any sales vouchers will not relieve the Cardholder from liability to the Bank in respect thereof, if the Bank is of the opinion based on satisfactory documentary evidence, that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardholder and/or the merchant and/or Visa/MasterCard member bank.
7. (a) A card statement for each Card Account maintained ("the Card Statement") will normally be sent to or made available for download by the Cardholder monthly on a date of the month to be determined by the Bank ("the Statement Date").
- (b) Payment of the total amount specified on the Card Statement ("the Current Balance") is due and payable on the date specified in the Card Statement ("the Due Date"). The Cardholder shall not incur any finance charge if payment of the Current Balance is received by the Bank on or before the Due Date.
- (c) Subject to the payment of the finance charge described in paragraph 7(f) hereinbelow, and subject to the provisions in Clause 5(b) hereinabove, the Cardholder may elect to pay less than the Current Balance provided that the Cardholder makes the minimum payment specified in the Card Statement, which shall be either 5% of the Current Balance and the unpaid minimum payment specified in the preceding month Card Statement or RM50 whichever is the greater, or, if the Current Balance exceeds the Credit Limit which the Bank has assigned to the Cardholder, 5% of the current balance and the excess over the Credit Limit and the unpaid minimum payment specified in the preceding month Card Statement ("Minimum Payment Due").

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- (d) Where the Cardholder has been assigned a combined credit limit, if the total of 5% of the Current Balances and the unpaid minimum payment specified in the preceding month Card Statement is less than RM50, then the Minimum Payment due of RM50 shall be apportioned to each Card Account in proportion to the respective Current Balances. Where the Cardholder has been assigned Cards with their respective split credit limits, in the scenario mentioned above, the Minimum Payment due of RM50 shall be debited into each of the Current Balances for each of the Cards bearing the split credit limits.
- (e) If the Cardholder has been assigned a combined credit limit by the Bank and the total of the Current Balances of the Cardholder's Card Accounts exceed this limit, the Minimum Payment Due shall be 5% of the Current Balance and the excess over the combined credit limit and the unpaid minimum payment specified in the preceding month Card Statement. Where the Cardholder has been assigned Cards with their respective split credit limits, and the total of the Current Balances of the Cardholder's Card Accounts exceed these limits, the Minimum Payment Due shall be 5% of each of the Current Balances and the excesses over each of the split credit limits and the unpaid minimum payment specified in the preceding month Card Statement.
- (f) If the Cardholder pays the Bank less than the Current Balance by the Due Date a finance charge at the following appropriate rate: -
- (a) 13.5% per annum for Cardholders who promptly settle their Minimum Payment Due for 12 months within the last 12 consecutive months;
 - (b) 16% per annum for Cardholders who promptly settle their Minimum Payment Due for 10 months or more within the last 12 consecutive months; or
 - (c) 17.5% per annum for Cardholders who do not fall into any of the above categories;

calculated on a daily rest basis ("the Finance Charge"), will be applied to the outstanding balance or Card Transactions that is unpaid after the Due Date immediately following the Statement Date in which the Card Transactions are posted to the Card Account, calculated from Due Date until any repayments are credited to the Card Account and thereafter on the reduced balance.

If all or any of the Finance Charge remains unpaid after the Due Date, the Finance Charge in arrears shall be capitalised and added for all purposes to the Current Balance and shall henceforth bear the Finance Charge. The provision herein with respect to the payment of capitalised arrears of Finance Charge and the Finance Charge on such arrears shall be regarded as an independent and not an ancillary covenant and shall be enforceable and binding upon the Cardholder notwithstanding that the Bank has demanded payment of the whole of the outstanding balance and/or the relationship between the Bank and the Cardholder under this Agreement has ceased for whatsoever reason.

The tiered Finance Charges do not apply to Cash Advance, Balance Transfer and other credit plans that may be offered or tied to the Card. All outstanding balance due to Cash Advance(s), Balance Transfer(s) and other credit plans will be subjected to the Finance Charge of 1.5 % per month (effective rate of 18% per annum).

Furthermore, a Cardholder who maintains an outstanding balance of Card Transactions in his/her Card Account(s), as per the Cardholder's previous month's Card Statement, will not enjoy the benefit of the Interest Free Period for Card Transactions performed in the current month.

Note: The Interest Free Period refers to the period from the posting date of the Card Transactions to the Card Account, to the Due Date, which would be a minimum of 20 days after the Statement Date.

Illustration 1

Cardholder A has an outstanding balance of RM1,500.00 at the end of February 2007 and only repaid a sum of RM500.00. Cardholder A's March 2007 Card Statement reflects the balance of RM1,000.00 rolled over from February 2007. Any Card Transaction performed by Cardholder A in the month for March 2007 will not enjoy the benefit of the Interest Free Period.

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Illustration 2

Cardholder B has an outstanding balance in his Card Account for September 2007 but settles all outstanding balances in October 2007. Cardholder B's November 2007 Card Statement shows no outstanding balance carried forward. Subsequently, Cardholder B maintains an outstanding balance for November 2007 and repays in full in December 2007. Cardholder B's January 2008 Card Statement shows no outstanding balance carried forward. Cardholder B enjoys Interest Free Period for all Card Transactions performed in November 2007 and January 2008.

- (g) A standard fee of RM2 will be imposed on over the counter cash deposit payment for Card repayment. Nevertheless, the standard fee of RM2 will not apply if the Card repayment is done via the Bank's Express Cash Deposit machines.
- (h) If the Cardholder fails to pay the Minimum Payment Due by the Due Date, a further charge of 1% of that outstanding balance of Card Transactions (subject to a minimum of RM5 and a maximum of RM50) ("Late Payment Fee") will be specified in the following month's Card Statement. The Late Payment Fee will be charged on the day after the expiration of 3 days from the Due Date. The Late Payment Fee so specified shall until paid bear the Finance Charge, and the provisions of the preceding paragraph in relation to the capitalisation of the Finance Charge shall equally apply.
8. The Cardholder hereby undertakes to verify the correctness of each Card Statement issued by the Bank in respect of the Card Account and shall notify the Bank in writing, not later than sixty (60) days from the Statement Date as specified in the Card Statement, of any alleged errors, discrepancies, inaccurate entries, forged and/or counterfeit transactions, unauthorised entries or debits wrongly made in the Card Statement failing which the Card Statement shall be deemed to be correct and shall be conclusive evidence against the Cardholder of the amount due and owing to the Bank as at the Statement Date who shall be deemed to have waived any rights to raise any objection or pursue any remedies against the Bank whatsoever in respect of the Card Account.
9. (a) The Cardholder may, at the Bank's absolute discretion, obtain cash advances by the means set out below, provided always that such advances do not cause the Cardholder's available credit limit to be exceeded:-
- (i) presenting the Card at any office of the Bank or of any member institution of Visa International and/or MasterCard International together with evidence of the Cardholder's identity and signing the necessary transaction record; or
 - (ii) use of the Card on any ATM of the Bank or of the HSBC Group's ATM Network (in which case the amount of the cash advance shall be subject to the daily withdrawal limit of RM5,000 or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution. (In both cases the amount of each cash advance will be further subject to the applicable daily withdrawal limit or the withdrawal limit per cash advance transaction of the ATM).
- The Bank reserves the right to impose a ceiling in percentage terms on the quantum of credit limit and subject to the Cardholder's available balance, which the Cardholder can utilise for cash advances.
- The Bank also reserves the right, at its absolute discretion, to vary the ceiling percentage from time to time.
- The use of the Card by the Cardholder to obtain a cash advance shall be deemed to constitute the agreement of the Cardholder to pay finance charge on each cash advance and a fixed cash advance fee as prescribed in Clauses 9(b) and (c) hereof.
- (b) Finance Charge will accrue on each cash advance from the date the cash is disbursed until repayment is made in full at the rate of 1.5% per month (effective rate of 18% per annum) or at such rate as the Bank may prescribe from time to time. The Interest Free Period as prescribed in Clause 7(f) herein will apply to cash advance Card Transactions.

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- (c) Cash advances will be subject to a cash advance fee of 5% of the amount advanced or RM15, whichever is the greater. In addition to the cash advance fee prescribed herein, cash advances made from the HSBC Group's ATMs, Visa/Plus System and MasterCard/Cirrus ATM Networks may be subject to handling charges as determined by the Bank from time to time and at its absolute discretion. The cash advance fee and any applicable handling charges shall be debited to the Card Account as at the date of the cash advance.
- The Bank may by notice to the Cardholder vary the cash advance fee, finance charge and/or handling charges from time to time.
- The Bank also reserves the right, at its absolute discretion, to treat all Card transactions relating to the purchase of casino chips, wire transfer and money order as cash advances and to impose a cash advance fee, finance charge and/or any applicable handling charges as prescribed hereinabove on all such transactions.
- 10.** The Cardholder agrees to pay an annual fee for the Card and for any Supplementary Card issued or renewed, which fee shall be determined/varied by the Bank from time to time. Fees and any applicable service tax will be debited to the Card Account when due and are not refundable.
- 11.** (a) All payments for Card Transactions and all annual fees, handling charges, Finance Charges and/or late payment charges shall be debited to the Card Account in Ringgit Malaysia and shall be reflected in the Card Statement. The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, card replacement fees, handling charges, Finance Charges, the specified Minimum Payment Due and/or late payment charges from time to time.
- (b) All payments to the Bank must be made in Ringgit Malaysia. Payments by the Cardholder to the Bank shall not be considered to have been made until the relevant funds have been received for value by the Bank. All payments by cheques must include the relevant commission on inland exchange where applicable. Failure to include such inland exchange commission shall entitle the Bank to debit the Cardholder's Card Account or exercise its right of set-off under Clause 15 hereof as the Bank in its absolute discretion deems fit.
- (c) Payments made by the Cardholder to the Bank in respect of the Card Account will be treated as having received in gross and be applied in or towards payment of any Finance Charges and late payment charges, handling charges, cash advance fees, balance transfers, outstanding interest, legal costs and any outstanding Card Transactions in any order as the Bank considers appropriate without prior notice to the Cardholder.
- (d) Card Transactions effected in currencies other than Ringgit Malaysia will be debited to the Cardholder's Account after conversion into Ringgit Malaysia, at the exchange rate as determined by Visa International and MasterCard International on the day of conversion. The conversion rate is subject to an administration cost of 1%, or to such amount as may be notified in writing by the Bank from time to time to the Cardholder.
- 12.** The Bank shall not be liable for any act or omission of any merchant establishment including without limitation any refusal to honour the Card, or any defect or deficiency in any goods or services supplied to the Cardholder.
- The Cardholder shall resolve all complaints, claims and disputes against the merchants with the merchant establishment direct and not through the Bank and the Cardholder undertakes not to enjoin the Bank in any such claims and/or disputes or legal proceedings.
- Any claims and/or disputes which the Cardholder may have against the merchant establishment shall not relieve the Cardholder of the obligation to pay the amounts incurred hereunder to the Bank without deduction.
- 13.** The loss or theft of the Card or the disclosure of the PIN to any unauthorised person should be reported to the Bank's Card Services immediately and confirmed in writing as soon as possible. A police report should also be made for the lost/stolen Card and a copy extended to the Bank. The Cardholder shall be responsible for any debit to the Card Account arising from all unauthorised Card Transactions effected before receipt of such written notification by the Bank. The Cardholder's liability may, however, be limited to RM250 at the absolute discretion of the Bank, and subject to

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proof by the Cardholder that is acceptable to the Bank that he/she had in good faith and with reasonable care and diligence safeguarded the Card and promptly reported its loss to the Bank PROVIDED ALWAYS the Cardholder will NOT be entitled to the limited liability of RM250 in any of the following circumstances:-

- (i) all cash advance transactions effected through the use of the Card by any person (under any circumstances or by any means whatsoever) on any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution prior to the Bank's receipt of such written notification of the loss/theft; and/or
 - (ii) if, in the view of the Bank, the Cardholder is involved in the procurement of any goods or services supplied by merchants, cash advances or ATM transactions effected through the use of the Card by any person (hereinafter referred to as "Unauthorised Charges"), the Cardholder shall be liable for all the Unauthorised Charges thus incurred, whether before or after the Bank's receipt of such written notification.
- 14.** The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a replacement Card fee.
- 15.** In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may in its absolute discretion, at any time (whether before or after the termination of the use of the Card) without any notice, combine or consolidate the outstanding balance on the Card Account with any other account(s), of whatever description and wheresoever located (whether Current, Fixed Deposit, Savings, Hexagold, PowerVantage, Al-Wadiah or of any other nature whatsoever and whether upon maturity or otherwise and whether subject to notice or not) including any joint account(s) with a Supplementary Cardholder, and the Supplementary Cardholder hereby authorises the Bank to effect the set-off or transfer of any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's and/or the Supplementary Cardholder's liability to the Bank under this Agreement (including but not limited to outstandings, legal costs, charges and expenses incurred, if any, in respect of enforcement of this Agreement or recovery of outstandings).
- 16.** The Card may be used at the Bank's automated teller machines ("ATMs") or point-of-sale terminals, in which case the Cardholder agrees that transactions effected through the ATMs or point-of-sale terminals shall be subject to the following additional terms and conditions:-
- (a) Subject to Clause 9 hereinabove, the Cardholder may obtain, in a day, a cash advance of RM5,000 subject to the daily withdrawal limit of the respective ATM or the Cardholder's available credit limit whichever is the lower or transfer such advance from the Cardholder's Card Account to any Savings, Current, Hexagold, PowerVantage or Al-Wadiah Account maintained with any HSBC branch office in Malaysia. Such advances will be governed by the terms of this Agreement.
 - (b) Settlement of the Card Account outstandings may be made by a deposit in cash or by cheques subject to sub-clause 16(f) hereinbelow to the Card Account or by a funds transfer of up to RM20,000 from the Cardholder's Current, Savings, Hexagold, PowerVantage or Al-Wadiah Account encoded on the Card.
 - (c) The Cardholder shall not use or attempt to use the Card for a funds withdrawal or funds transfer unless there is sufficient available credit in the Card Account.
 - (d) The Bank shall debit the Card Account with the amount of any funds withdrawal or funds transfer effected with the use of the Card whether with or without the Cardholder's knowledge or authority.
 - (e) The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding against the Cardholder unless the Cardholder establishes proof that the transactions contested are facilitated by fraud on the part of the Bank, its agents or employees.
 - (f) Any transaction purported to have been made to deposit cash, cheques, and other negotiable instruments, shall only be deemed as having been made:
 - ▶ if by a deposit of cash, upon verification by two members of the Bank's staff of the deposit and of the amount of such deposit and the entry thereof in the Bank's records; and

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- ▶ if by a deposit of cheques or other negotiable instruments, upon verification by two members of the Bank's staff of the deposit and amount of such deposit and of the Cardholder's title to such cheques and other negotiable instruments for collection.

The statement issued by the ATM at the time of the purported transaction confirms the deposit effected but not the amount purported to have been deposited.

- (g) The amounts reflected on the ATM screen against the Cardholder's Card Account shall not for any purpose whatsoever be taken as a conclusive statement of the Cardholder's Card Account with the Bank as it shall not include deposits to the Card Account which have not been verified by the Bank or Card Transactions by the Cardholder which have not been received and/or processed by the Bank.
17. (a) The Cardholder may terminate this Agreement at any time by written notice to the Bank. The Card and the Supplementary Card, if any, shall be duly cut up by the Cardholder, failing which, the Bank shall be discharged from any liability or losses as a result of the said Card or Supplementary Card being used by third parties. No refund of the annual fee or any part thereof will be made upon termination of the Card and/or Supplementary Card.

Where only any one of the Supplementary Cards is to be cancelled, the Cardholder may by written notice advise the Bank accordingly. The said Supplementary Card shall be duly cut up by Cardholder, failing which the Bank shall be discharged from any liability or losses as a result of the said Supplementary Card being used by third parties. Termination of use of any Supplementary Card will not terminate the use of the Card.

- (b) The Bank may at its absolute discretion and without any liability whatsoever to the Cardholder, at any time and in such circumstances as it deems fit, terminate this Agreement without giving notice thereof to the Cardholder and without assigning any reason whatsoever.
18. Subject always to the provisions of Clause 15, the whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected (whether before or after the termination of this Agreement) but not yet posted to the Card Account including any outstanding instalments not due but for which the Cardholder are liable arising from any Mail Order, Telephone Order Schemes, Instalment Payment Plan, Balance Transfer or Standing Instructions (recurring payment) made or purported to have been made by the Cardholder to a merchant establishment for the supply of goods or services to be charged to the Card Account shall become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder's bankruptcy or death and all outstandings due and payable shall be chargeable at a rate of 1.5% per month calculated on a daily rest basis from date of demand as well after as before any Court Order or Judgement to date of final settlement PROVIDED ALWAYS the provisions in Clause 7(f) on capitalisation of the finance charge in arrears and on the payment of such capitalised arrears and of finance charge on such capitalised arrears as well as the provisions in Clause 7(g) shall apply notwithstanding that the Bank has demanded payment of the whole of the outstanding balance and/or the relationship between the Bank and the Cardholder has ceased for whatsoever reason.

The Cardholder or his/her estate will be responsible for settling any outstandings on the Card Account and shall keep the Bank indemnified for all costs (including legal fees on a solicitor and client basis) and expenses incurred in recovering such outstandings.

19. The Cardholder will notify the Bank's Card Services promptly in writing of any changes in employment or business or in his/her office or residential address.
20. If the Cardholder should be absent from Malaysia for more than one month, arrangements to settle the Card Account should be made prior to his/her departure.
21. If the Cardholder leaves Malaysia to take up residence elsewhere, the Card and any Supplementary Cards are to be returned to the Bank prior to the Cardholder's departure.
22. Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions (on any account other than the Card Account) by electronic means, whether at ATMs, point-of-sale terminals or otherwise, the Cardholder agrees that the use of such facility will be subject to the Bank's Generic Terms and Conditions governing Deposit Accounts then applicable (copies of which are available at all branches of the Bank) in addition to these Terms and Conditions.

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23. (a) All inter-country transactions via ATMs shall be subject to the laws existing in the country where the transaction is done. For all such transactions, the exchange rates (if applicable) shall be the prevailing exchange rates which shall be determined by the Bank at its sole discretion as at the date the transaction is posted into the Card Account.
- (b) Cash withdrawals performed overseas through the HSBC Group's ATM Network through use of the Card (on any account of the Cardholder other than the Card Account) will be subject to a handling charge of RM5 per transaction or RM10 per transaction if performed through the ATMs of the PLUS and CIRRUS Networks. This charge shall be debited to the Cardholder's transacting account as at the date the transaction is posted into the same account. The Bank may vary the handling charge from time to time and at its absolute discretion by giving prior notice to Cardholders.
24. Where the Cardholder has nominated to link his/her Card Account for access through the Bank's Automated Phonebanking Service ("the ATB") or Personal Internet Banking ("PIB") or where the Cardholder has elected the Card Account for subscription to the Bank's Electronic Share Application Facility ("the ESA"), the Cardholder agrees that the respective ATB, PIB and ESA Terms and Conditions shall form part of these Card Terms and Conditions. In the event of a conflict, these Card Terms and Conditions shall prevail.
25. The Cardholder hereby irrevocably consents to the service of the Card Statement and any notices under this Agreement (other than service of a notice of demand and service of any court process):-
- by ordinary mail to the Cardholder's address last known to the Bank and such service shall be deemed to be effective three (3) days after the date of posting notwithstanding its subsequent return by the post office; or
 - by electronic mail via internet to the Cardholder's electronic mail address last known to the Bank or internet banking mailbox with the Bank, and such service shall be deemed effective on the next day after transmission by the Bank.
- For any service of notice of demand and service of any legal process, the Cardholder hereby irrevocably consents to the service by registered post (not being AR registered post) to the Cardholder's address last known to the Bank and such notice shall be deemed to be good and sufficient service three (3) days after the date of posting notwithstanding its subsequent return.
26. A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence against the Cardholder for all purposes including any legal proceedings.
27. (a) The Bank reserves the right to vary, add to or delete the terms and conditions from time to time and shall notify the Cardholder of any such alterations or publish any change of such terms and conditions before the effective date in any such manner as it considers appropriate. The Cardholder will be bound by such alterations and where the Cardholder is not in agreement with such alterations or amendments, the Cardholder may terminate the use of the Card by giving prior written notice to the Bank and return the Card to the Bank prior to the effective date of any such alterations or amendments subject always to Clause 17(a) hereof. Upon such termination the annual fee paid is not refundable.
- (b) Retention or use of the Card after the effective date of any change of terms and conditions pursuant to Clause 27(a) hereof shall be deemed to constitute acceptance of such changes without reservation by the Cardholder.
28. (a) The Cardholder agrees to supply the Bank personal data where requested to enable the Bank to consider its provision or continued provision of Card related services, failing which the Bank may at its sole discretion decline to provide or continue to provide such services, without any obligation or liability attaching to the Bank.
- (b) The Cardholder agrees that the Bank may use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia) the Cardholder's personal details and information, all details and information pertaining to the Card Account and any of the Cardholder's transactions and dealings with or through the Bank (collectively, "Personal Data") to, from or with any person as the Bank may consider necessary (including without

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limitation any member of the HSBC Group, any service provider or third party, any bureaus or agencies established or to be established by Bank Negara Malaysia or by other authorities, the Association of Banks in Malaysia (ABM) and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation:-

- ▶ in connection with any account, product or service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) any such Personal Data with the Personal Data concerning the Cardholder in the Bank's possession; and/or
- ▶ for the purpose of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder generally; and/or
- ▶ for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
- ▶ for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
- ▶ any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Cardholder from time to time.

The Cardholder understand that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Malaysian law or the law of any jurisdiction to which such information is transmitted). The Bank may transfer the Personal Data outside Malaysia. Other countries may not provide the same level of protection for data as Malaysia. However, all Personal Data held by the HSBC Group or by its sub-contractors or agents will be afforded a high level of protection against any unauthorised or accidental disclosure, access or deletion. The Cardholder agree to the Personal Data being used as described and that it may be transferred as stated above.

The Bank may use, analyse and assess information held about the Cardholder and the Card Account, including the nature of the Cardholder's transactions, to give the Cardholder information about products and services from members of the HSBC Group and those of selected third parties which the Bank thinks may interest the Cardholder via telephone, mobile phone, electronic media, post or other means. The Bank may pass this information to other members of the HSBC Group so that they may do the same.

Depending on the type of data, including but not limited to Personal Data and information pertaining to the Card Account, and where it is held, the Cardholder may be entitled to request details (including copies) of the information that the Bank holds about the Cardholder and to require the Bank to correct any inaccuracies. The Bank may charge a fee for the provision of any data. Requests for further information should be addressed to:

Manager Public Affairs
HSBC Bank Malaysia Berhad
Level 8, Bangunan HSBC
2 Leboh Ampang
50100 Kuala Lumpur

The Cardholder may, at any time, choose not to receive such direct marketing information. The Cardholder need to write to Direct Mailing Exclusion Coordinator at P.O. BOX 10244, 50912 Kuala Lumpur, Malaysia with the Cardholder's request and the Bank will delete the Cardholder's name from its direct marketing mailing lists without charge.

- (c) The Cardholder has the right to request access to and to correct any of the Personal Data or to request for the Personal Data not to be used for direct marketing purposes. Any request may be made to the Bank's Manager Card Services. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under any applicable law and regulations.

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29. The Bank reserves the right at any time (in its absolute discretion and without giving notice thereof to the Cardholder or assigning any reason therefor) to disclose to an appointed debt collection agency the Cardholder's account number and any other relevant information for matters pertaining to the Card Account.

30. The Cardholder shall authorise the Bank to take such steps to comply with the relevant Exchange Control Regulations issued by Bank Negara Malaysia from time to time in respect of any overseas Card Transactions.

Where applicable, the Cardholder shall comply with the Exchange Control Regulations of Malaysia and use the Card within the limits imposed by the Exchange Control Authorities. The Cardholder shall be responsible for complying with such regulations and limits, and amendments thereto.

31. (a) The Cardholder undertakes to indemnify and to hold the Bank harmless and indemnified against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur by reason of the provisions herein or in the enforcement of its rights hereunder.

(b) Subject to Clause 15, the Cardholder shall forthwith upon demand pay to the Bank all legal costs, charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder.

32. The Bank shall not be liable for any loss, injury or damage howsoever arising including consequential and economic loss suffered by the Cardholder, as a result of card transactions being rejected due to a "Card Referral", "Card Block" or "Card Declined" Status placed on the Card by the Bank, as a security measure.

The Bank shall further not be liable for any loss, injury or damage whatsoever, including any consequential and economic loss, howsoever caused and/or arising by/from mechanical defect or malfunction of the Bank's ATMs or the HSBC Group's/ Visa/Plus System ATM Network or the MasterCard/Cirrus Network or failure of the Card (Primary and/or Supplementary) or by any circumstances beyond the Bank's control or by strikes or other labour disputes.

33. The list of Visa Platinum Club/MasterCard Moments privileges associated with the Card, including the Concierge Service, published in any of the Bank's Card brochures or publications, are provided by Visa International and MasterCard International through third party organisations and/or service providers for the benefit of Cardholders. The Visa Platinum Club/MasterCard Moments privileges, including the Concierge Service are subject to change and to the Visa Platinum Club/MasterCard Moments Terms and Conditions mentioned in the Card brochures (a copy of which is supplied to the Cardholder at the time the Card is issued and thereafter available upon request). The Bank disclaims all warranties given by the said third party organisations and/or the service providers, both expressed and implied, including, but not limited to any implied warranty of merchantability and warranty of fitness for a particular purpose, for each of the products and services, or programmes referenced in any of the Card brochures and any of the Bank's publications which are offered by the Visa Platinum Club/MasterCard Moments, including the Concierge Service.

In addition, the Cardholder undertakes to indemnify and hold the Bank harmless against all claims, liabilities, damages and expenses (legal or otherwise including costs on a solicitor and client basis) incurred by the Bank in relation to any act or omission of the Bank, its servants or agents (other than that resulting from its/their gross negligence) and in any event, third parties, as well as any loss or damage suffered by the Bank in relation to the Visa Platinum Club/MasterCard Moments privileges, including the Concierge Service.

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- 34.** The Bank is authorised to act on the instructions of the Cardholder given by the Cardholder by telephone or facsimile or other means of telecommunication ("telecommunication instruction") and the Cardholder agrees that the Bank is authorised to act on any telecommunication instructions which the Bank in its sole discretion believes emanate from the Cardholder and the Bank shall not be liable to the Cardholder for any loss or damage arising in the event such telecommunication instructions emanate from unauthorised individuals and the Bank shall take reasonable steps to verify the identity of the person or persons giving telecommunication instructions purportedly in the name of the Cardholder. The Cardholder hereby irrevocably agree to indemnify the Bank and keep the Bank indemnified (which expression shall include the Bank's successors and assigns) against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the bank may sustain, suffer or incur as a result of the Bank agreeing to act on the Cardholder's verbal instructions/ faxed/ telecommunicated instructions in good faith, for which the Bank is hereby authorised to set-off or combined sums with any sum(s) standing to credit of any account(s) of the Cardholder or debit sums into any account(s) of the Cardholder.
- 35.** Subject always to the provisions in Clauses (8) and (34), any request by mail, telephone or facsimile made by the Cardholder to a merchant or a provider of any services for the supply of goods and/or services to be charged to the Card Account shall constitute authority:-
- (i) for the Merchant or the provider of services to issue a sales voucher for the amount to be charged; and
 - (ii) for the Bank to debit the Card Account with such amount charged.
- The Bank shall continue to take all reasonable steps to verify the identity of the person or persons giving the instructions.
- 36. Authorisations and Indemnity for Telephone, Mobile Phone, Telex and Facsimile Instruction**
- 36.1** The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the Instructions as fully authorised by the Cardholder and the Bank shall be entitled to take such steps in reliance upon the Instruction as the Bank may consider appropriate.
- 36.2** The Bank under terms of this authorization and indemnity is not obligated to accept and act upon the following Instructions:
- ▶ Change in Mandate
 - ▶ Change to authorised signatories
 - ▶ Power of Attorney to another person/entity
 - ▶ Closure of the account(s) and transfer to the remaining balance by any means.
- 36.3** In consideration of the Bank acting in accordance with the terms of this authorization and indemnity, the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Instructions.
- 36.4** The terms of this authorization and indemnity shall remain in full force and effect unless and until the authorised officer of the Bank receives written notice of termination from the Cardholder in accordance with the terms of the Mandate.
- 36.5** Mobile phone balance enquiry service:
- a. The Cardholder authorizes the Bank to send to his/her mobile phone, as registered by the Cardholder in the Credit Card application, through Short Message Service (SMS), the following information relating to his/her Card Account with the Bank: Outstanding balance; Available balance of his/her credit limit; Payment due date; Minimum payment amount.

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- b. In consideration of the Bank acting in accordance with the terms of this authorization, the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with this authorization except if such matters directly arise from the Bank's willful misconduct and or gross negligence.
 - c. The terms of this authorization and indemnity shall remain in full force and effect unless and until the authorised officer of the Bank receives written notice of termination from the Cardholder.
- 37.** The Cardholder remains liable to the Bank for any recurring transactions billed into his/her Card resulting from existing standing instructions/payment arrangements with the merchant establishment(s) involving the Card notwithstanding that the Cardholder has terminated the Card. It is the sole duty and obligation of the Cardholder to cancel or transfer such standing instructions/payment arrangements to another medium of payment prior to the termination of his/her Card. The Bank may reverse these transactions from the Card Account, though strictly not obligated to do so, where the Cardholder provides proof of payment made by him/her to the merchant establishment(s) receiving payment under the standing instructions/ payment arrangements.
- 38.** In the event of any dispute pertaining to transaction(s) performed via the Card, the Bank may at its absolute discretion decide whether or not to effect a temporary refund and/or counterfeit refund of credit to the Cardholder pending further investigation by the Bank with the merchants, acquiring banks and/or any relevant parties thereto. Where the merchants, acquiring banks and/or any relevant parties are able to prove with sufficient evidence that the disputed transaction(s) was/were genuinely incurred and/or participated by the Cardholder, the Bank has the right to reverse the temporary credit posted.
- 39.** The Cardholder authorizes the Bank to contact the Cardholder by telephone about his/her Card Account. From time to time the Bank may monitor and / or record telephone calls between the Cardholder and the Bank in order for the Bank to carry out the Cardholder's instruction and to improve the Bank's service to the Cardholder. The Cardholder agrees that monitoring and / or recording may be done without further reference to the Cardholder. These recordings shall be and remain the Bank's sole property.
- The Bank may at its discretion retain, destroy and/or decline to furnish copies of any recording relating to the Card Account -
- ▶ after the Bank has completed the related transaction; or
 - ▶ after storing (electronically or in any other medium) the same;
 - ▶ upon closure of the Card Account whether by the Cardholder or by the Bank,
- provided always that where such recordings are retained, they will be retained in accordance with the Bank's retention policy and/or relevant regulatory requirements binding on the Bank. The Cardholder accordingly agrees that no liability shall attach to the Bank for the unavailability of the aforesaid recordings should the Cardholder request for the same.
- 40.** Without prejudice to Clause 5 (c), if the statement balance exceeds the credit limit for the time being assigned to the Card Account, the Bank reserves the right to charge an overlimit handling fee, which will be debited to the Card Account on Statement Date.
- 41.** A handling fee as the Bank may notify from time to time will be charged to the Card Account for each returned cheque deposited into the Card Account where the cheque is not drawn on an account with the Bank.
- 42.** The Bank shall have the absolute right and discretion to review the Cardholders' credit standing at any time as and when the Bank deems fit without further reference to the Cardholder.
- 43.** The Bank shall be entitled at any time (in the Bank's absolute discretion and without giving notice thereof to the Cardholder or assigning any reason thereon) to restrict or limit the Cardholder's credit or refuse and otherwise withhold credit.

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44. If the Cardholder uses his/her Card to purchase goods and /or services through the online internet sites or portals, the Cardholder shall be solely responsible for the security of such use at all times. The Cardholder agrees that the entry of his/her Card information on the internet shall be sufficient proof of the authenticity of such transactions. The Bank shall not be under any obligation to verify the identity or the authority of the person entering the Card information and the Bank shall not be liable for acting on such use of the Card regardless of whether the person is so authorised and regardless of the circumstances prevailing at the time of the transaction. However, the Bank reserve the discretion to not carry out any such transaction over the internet if the Bank has any reason to doubt its authenticity or if in any opinion it is unlawful or otherwise improper to do so or for any reason.
45. This Agreement will be governed by and construed in accordance with the laws of Malaysia and directives of regulatory bodies/agencies.
46. In the event of any inconsistency between the provisions in the English version and the Bahasa Malaysia version of this Agreement, the provisions in the English version of this Agreement shall prevail to the extent of such inconsistency.

HSBC's SMS Enquiry Service

1. The HSBC's SMS Enquiry Service ("Service") is open to all existing (principal) HSBC Cardholders except for the following category of persons ("Eligible Cardholders"):
 - (a) Holder(s) of HSBC credit cards that are not issued in Malaysia; and/or
 - (b) Holder(s) of invalid or cancelled HSBC credit cards
2. The Service includes the following:
 - ▶ Credit card outstanding balance and available credit limit (balance as at previous day)
 - ▶ Credit card latest statement balance, minimum amount due and payment due date
 - ▶ HSBC Reward points balance (balance as at the previous working day)
3. To receive the Service, the Eligible Cardholders are required to send a message via Short Messaging System (SMS) to "36722" with the following details:

To register (once only)

 - ▶ Eligible Cardholder's last four (4) digit of Identification number, or
 - ▶ Eligible Cardholder's last four (4) digit of Passport number (for non-Malaysian)

For Credit card outstanding balance and available credit limit Enquiry

 - ▶ Eligible Cardholder to type keyword "BAL"

For Credit card latest statement balance, minimum amount due and payment due date Enquiry

 - ▶ Eligible Cardholder to type keyword "DUE"

For Credit card Reward points Enquiry

 - ▶ Eligible Cardholder to type keyword "PTS"

All credit card outstanding balance and Reward points as advised by HSBC via the Service is accurate at the point of transmission of the SMS by HSBC.
4. Eligible Cardholders must use the same mobile phone number registered for the service. Eligible Cardholders are required to re-register if there are changes in mobile phone number.
5. Error/reject messages will be sent to the Eligible Cardholders under the following circumstances:
 - ▶ Unsuccessful registration
 - ▶ Invalid IC/Passport format (i.e non-numeric) received
 - ▶ Unidentified keywords received
 - ▶ Eligible Cardholders have not registered for the Service

6. All telephone and other charges incurred by the Eligible Cardholders in relation to all SMS enquiries shall be borne by the Eligible Cardholders. A fee of RM0.30 per SMS will be charged to the Eligible Cardholders by the network operators for every SMS sent by HSBC to the Eligible Cardholders in relation to the Service.
7. By registering for this Service, the Eligible Cardholders hereby expressly agree to be bound by these terms and conditions and consent to HSBC disclosing their information and particulars to all third party service providers engaged by HSBC for the purpose of the Service.
8. The Eligible Cardholders hereby acknowledge and accept that in no event will HSBC or any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that HSBC may engage for purposes of this Service), be liable for any damages, including without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with their usage of this Service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure in connection with the usage of this Service, even if HSBC, its officers, servants, employees, representatives and/or agents have advised of the possibility of such damages, losses or expenses.
9. HSBC's decision pertaining to any enquiry and dispute received shall be final and no further correspondences will be entertained.
10. HSBC reserves the right to vary these Terms and Conditions from time to time, without prior written notice to the Eligible Cardholders of such variation.
11. These Terms and Conditions are in addition to the HSBC's Cardholder Agreement which regulates the provision of credit card facilities by HSBC and HSBC's Rewards Terms and Conditions ("collectively known as the said Agreements"). In the event of inconsistency between these Terms and Conditions and the said Agreements, these Terms and Conditions shall prevail in so far as they apply to this Service.
12. HSBC shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC.
13. HSBC reserves the right to cancel, terminate or suspend this Program with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Program shall not entitle the Eligible Cardholders to any claim or compensation against HSBC for any and all losses or damage suffered or incurred by the Eligible Cardholders as a direct or indirect result of the act of cancellation, termination or suspension.
14. In the event of any inconsistency between the English version and the Bahasa Malaysia version of these Terms and Conditions, the English version shall prevail to the extent of such inconsistency.

Important Note

Although every effort has been made to furnish accurate and up-to-date information in this notice, the Bank does not accept liability for changes that may have taken place since publication.

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Gold MasterCard / Visa Gold / MasterCard / Visa Classic

IMPORTANT!

Before you use the HSBC Bank Malaysia Berhad (Company No. 127776-V) Gold MasterCard/Visa Gold or Classic MasterCard/Visa Classic, please read carefully the Cardholder Agreement printed below. By using the Card you are accepting the Terms and Conditions set out below and will be bound by them.

The HSBC Bank Malaysia Berhad Gold MasterCard/Visa Gold ("the Card") and the HSBC Bank Malaysia Berhad Classic MasterCard/Visa Classic ("the Card") is issued by HSBC Bank Malaysia Berhad (Company No. 127776-V) ("the Bank") on the following terms and conditions (hereinafter referred to as "this Agreement"):-

1. Use of the Card is restricted to the person to whom the Card is issued ("the Cardholder") who must sign the Card immediately upon receipt thereof and such signature and/or the use of the Card will constitute binding and conclusive evidence of the agreement of the Cardholder to be bound by this Agreement. In the event that the Cardholder does not wish to be bound by this Agreement, the Cardholder shall return the Card to the Bank and Clause 17(a) hereof shall henceforth be operative.

The Cardholder undertakes and agrees that failure to restrict the Card to his/her own use only will render the Cardholder open to the consequences of unauthorised use/theft of the Card.

In this Clause and Clauses numbered 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 any reference to the word Cardholder shall refer equally to the Supplementary Cardholder.

2. The Card is the property of the Bank and will be returned to the Bank by the Cardholder upon the Bank's request, and may, if it comes into the possession of a person or persons so authorised by the Bank, be retained, cut up and returned to the Bank by that person or persons. The Bank reserves the right to withdraw, at its absolute discretion, the Card and/or any of the services thereby offered at any time with or without (as it in its absolute discretion deems fit) prior notice, upon the death, bankruptcy or insolvency of the Cardholder, and in such circumstance if it so deems fit to terminate the use of the Card by the Cardholder.
3. The Personal Identification Number ("PIN") (being a number code by which the services available from an Automated Teller Machine ("ATM") of the Bank or any bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution can be accessed when using the Card to which such number or substituted code relates) will be issued and delivered to the Cardholder at the Cardholder's own risk. The PIN is strictly confidential and should not be disclosed to any other person under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of his/her PIN in any place or manner which may enable any third party to use the Card. The Cardholder understands and agrees that failure to comply with this requirement may expose the Cardholder to the consequences of theft/unauthorised use of the Card, for which the Bank will not be liable.

The Cardholder hereby undertakes to hold the Bank free from all claims and liabilities from all parties whomsoever, arising from such unauthorised use.

4. The Cardholder remains solely liable to the Bank for the use of the Card. Should the Bank issue an additional card ("Supplementary Card") at the joint request of the Cardholder and the additional Cardholder ("Supplementary Cardholder"), both the Cardholder and the Supplementary Cardholder will be jointly and severally liable to the Bank for the use of the Supplementary Card. The Supplementary Cardholder hereby agrees to be bound by this Agreement.
5. (a) The Bank will maintain an account for the Cardholder for each Card held ("the Card Account") to which the value of all purchases of goods or services and of all cash advances effected by the use of the Card ("Card Transactions") and all fees and charges will be debited.
(b) The Cardholder agrees that any credit card issued to the Cardholder, including Supplementary cards issued under the Cardholder's account, shall not be used for or in connection with any unlawful activity or purpose (including without limitation online gambling), whether in whole or in part. Any payments for such purposes made by the Cardholder, with an HSBC credit card are liable to be rejected and thereafter, all primary and/or supplementary HSBC Credit Cards issued under the Cardholder's account shall be terminated, without any liability on the part of the Bank. The Cardholder undertakes to indemnify and hold harmless the Bank, its officers, directors and employees from and against any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatsoever (including legal fees) that are caused by or arising from the Cardholder/Supplementary Cardholder using any HSBC Credit Cards for any unlawful activities.

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Gold MasterCard / Visa Gold / MasterCard / Visa Classic

- (c) The Bank will assign a credit limit to the Card Account, whether be it a combined or split credit limit (collectively referred to as "Credit Limit"; as the case may be, which must be strictly observed. The Cardholder undertakes not to exceed the Credit Limit assigned to the Cardholder by the Bank through any purchases or transactions which may cause the aggregate outstanding balance of the Cardholder's obligations to the Bank under the Card Account to exceed the assigned Credit Limit unless with the prior written approval of the Bank. If this provision is breached, the Cardholder shall forthwith pay to the Bank the full sum by which the Credit Limit is exceeded (whether formerly demanded or not).

Nothing herein contained shall be construed to affect or limit the Cardholder's liability to the Bank under any provisions of this Agreement and the Cardholder shall be and remain liable to all transactions effected through the use of the Card notwithstanding the aggregate outstanding balance of the Card Account exceeded the assigned Credit Limit.

- (d) If the Cardholder operates two or more separate Card Accounts, the applicable credit limit, whether combined or split, for each of the Cards will be as indicated on (i) the card mailer in which the Card was initially delivered to the Cardholder or (ii) the Card Statement, representing the total credit limit extended to cover the use of all and/or the respective Cards held by the Cardholder and Supplementary Cardholder(s) individually, if any.

- (e) The Cardholder hereby agrees that without prejudice to the Bank's rights at any time, the Bank is entitled (in its absolute discretion and with or without giving prior notice to the Cardholder) to restrict, limit, increase or reduce the Cardholder's Credit Limit or withhold credit or otherwise terminate the use of the Card, notwithstanding the Card Account may be in current and without default in any due payments.

The Cardholder hereby further agrees that where the Cardholder enjoys other banking facilities with the Bank and if in the view of the Bank, the said other banking facilities and/or this credit card facility are/is not conducted in a manner satisfactory to the Bank, the Bank is entitled (without giving prior notice to the Cardholder), to restrict, limit, reduce or withhold the Cardholder's credit or otherwise terminate the use of the Card.

6. The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this Agreement. Failure to sign any sales vouchers will not relieve the Cardholder from liability to the Bank in respect thereof, if the Bank is of the opinion based on satisfactory documentary evidence, that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardholder and/or the merchant and/or Visa/MasterCard member bank.
7. (a) A card statement for each Card Account maintained ("the Card Statement") will normally be sent to or made available for download by the Cardholder monthly on a date of the month to be determined by the Bank ("the Statement Date").
- (b) Payment of the total amount specified on the Card Statement ("the Current Balance") is due and payable on the date specified in the Card Statement ("the Due Date"). The Cardholder shall not incur any finance charge if payment of the Current Balance is received by the Bank on or before the Due Date.
- (c) Subject to the payment of the finance charge described in paragraph 7(f) herein below, and subject to the provisions in Clause 5(b) hereinabove, the Cardholder may elect to pay less than the Current Balance provided that the Cardholder makes the minimum payment specified in the Card Statement, which shall be either 5% of the Current Balance and the unpaid minimum payment specified in the preceding month Card Statement or RM50.00 whichever is the greater, or, if the Current Balance exceeds the Credit Limit which the Bank has assigned to the Cardholder, 5% of the current balance and the excess over the Credit Limit and the unpaid minimum payment specified in the preceding month Card Statement ("Minimum Payment Due").

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- (d) Where the Cardholder has been assigned a combined credit limit, if the total of 5% of the Current Balances and the unpaid minimum payment specified in the preceding month Card Statement is less than RM50.00, then the Minimum Payment due of RM50.00 shall be apportioned to each Card Account in proportion to the respective Current Balances. Where the Cardholder has been assigned Cards with their respective split credit limits, in the scenario mentioned above, the Minimum Payment due of RM50.00 shall be debited into each of the Current Balances for each of the Cards bearing the split credit limits.
- (e) If the Cardholder has been assigned a combined credit limit by the Bank and the total of the Current Balances of the Cardholder's Card Accounts exceed this limit, the Minimum Payment Due shall be 5% of the Current Balance and the excess over the combined credit limit and the unpaid minimum payment specified in the preceding month Card Statement. Where the Cardholder has been assigned Cards with their respective split credit limits, and the total of the Current Balances of the Cardholder's Card Accounts exceed these limits, the Minimum Payment Due shall be 5% of each of the Current Balances and the excesses over each of the split credit limits and the unpaid minimum payment specified in the preceding month Card Statement.
- (f) If the Cardholder pays the Bank less than the Current Balance by the Due Date a finance charge at the following appropriate rate: -
- (a) 13.5% per annum for Cardholders who promptly settle their Minimum Payment Due for 12 months within the last 12 consecutive months;
 - (b) 16% per annum for Cardholders who promptly settle their Minimum Payment Due for 10 months or more within the last 12 consecutive months;
 - (c) 17.5% per annum for Cardholders who do not fall into any of the above categories;

calculated on a daily rest basis ("the Finance Charge"), will be applied to the outstanding balance of Card Transactions that is unpaid after the Due Date immediately following the Statement Date in which the Card Transactions are posted to the Card Account, calculated from the Due Date until any repayments are credited to the Card Account and thereafter on the reduced balance.

If all or any of the Finance Charge remains unpaid after the Due Date, the Finance Charge in arrears shall be capitalised and added for all purposes to the Current Balance and shall henceforth bear the Finance Charge. The provision herein with respect to the payment of capitalised arrears of Finance Charge and the Finance Charge on such arrears shall be regarded as an independent and not an ancillary covenant and shall be enforceable and binding upon the Cardholder notwithstanding that the Bank has demanded payment of the whole of the outstanding balance and/or the relationship between the Bank and the Cardholder under this Agreement has ceased for whatsoever reason.

The tiered Finance Charges do not apply to Cash Advance, Balance Transfer and other credit plans that may be offered or tied to the Card. All outstanding balance due to Cash Advance(s), Balance Transfer(s) and other credit plans will be subjected to the Finance Charge of 1.5 % per month (effective rate of 18% per annum).

Furthermore, a Cardholder who maintains an outstanding balance of Card Transactions in his/her Card Account(s), as per the Cardholder's previous month's Card Statement, will not enjoy the benefit of the Interest Free Period for Card Transactions performed in the current month.

Note: The Interest Free Period refers to the period from the posting date of the Card Transactions to the Card Account, to the Due Date, which would be a minimum of 20 days after the Statement Date.

Illustration 1

Cardholder A has an outstanding balance of RM1,500.00 at the end of February 2007 and only repaid a sum of RM500.00. Cardholder A's March 2007 Card Statement reflects the balance of RM1,000.00 rolled over from February 2007. Any Card Transaction performed by Cardholder A in the month for March 2007 will not enjoy the benefit of the Interest Free Period.

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Illustration 2

Cardholder B has an outstanding balance in his Card Account for September 2007 but settles all outstanding balances in October 2007. Cardholder B's November 2007 Card Statement shows no outstanding balance carried forward. Subsequently, Cardholder B maintains an outstanding balance for November 2007 and repays in full in December 2007. Cardholder B's January 2008 Card Statement shows no outstanding balance carried forward. Cardholder B enjoys Interest Free Period for all Card Transactions performed in November 2007 and January 2008.

- (g) A standard fee of RM 2.00 will be imposed on over the counter cash deposit payment for Card repayment. Nevertheless, the standard fee of RM 2.00 will not apply if the Card repayment is done via the Bank's Express Cash Deposit machines.
- (h) If the Cardholder fails to pay the Minimum Payment Due by the Due Date, a further charge of 1% of that outstanding balance of Card Transactions (subject to a minimum of RM5 and a maximum of RM50) ("Late Payment Fee") will be specified in the following month's Card Statement. The Late Payment Fee will be charged on the day after the expiration of 3 days from the Due Date. The Late Payment Fee so specified shall until paid bear the Finance Charge, and the provisions of the preceding paragraph in relation to the capitalisation of the Finance Charge shall equally apply.
- 8.** The Cardholder hereby undertakes to verify the correctness of each Card Statement issued by the Bank in respect of the Card Account and shall notify the Bank in writing, not later than sixty (60) days from the Statement Date as specified in the Card Statement, of any alleged errors, discrepancies, inaccurate entries, forged and/or counterfeit transactions, unauthorised entries or debits wrongly made in the Card Statement failing which the Card Statement shall be deemed to be correct and shall be conclusive evidence against the Cardholder of the amount due and owing to the Bank as at the Statement Date who shall be deemed to have waived any rights to raise any objection or pursue any remedies against the Bank whatsoever in respect of the Card Account.
- 9.** (a) The Cardholder may, at the Bank's absolute discretion, obtain cash advances by the means set out below, provided always that such advances do not cause the Cardholder's available credit limit to be exceeded:-
- (i) presenting the Card at any office of the Bank or of any member institution of Visa International and/or MasterCard International together with evidence of the Cardholder's identity and signing the necessary transaction record; or
- (ii) use of the Card on any ATM of the Bank or of the HSBC Group's ATM Network (in which case the amount of the cash advance shall be subject to the daily withdrawal limit of RM2,000 for Classic Cards or RM3,000 for Gold Cards) or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution. (In both cases the amount of each cash advance will be further subject to the applicable daily withdrawal limit or the withdrawal limit per cash advance transaction of the ATM).
- The Bank reserves the right to impose a ceiling in percentage terms on the quantum of credit limit and subject to the Cardholder's available balance, which the Cardholder can utilise for cash advances.
- The Bank also reserves the right, at its absolute discretion, to vary the ceiling percentage from time to time.
- The use of the Card by the Cardholder to obtain a cash advance shall be deemed to constitute the agreement of the Cardholder to pay finance charge on each cash advance and a fixed cash advance fee as prescribed in Clauses 9(b) and (c) hereof.
- (b) Finance charge will accrue on each cash advance from the date the cash is disbursed until repayment is made in full at the current rate of 1.5% per month (effective rate of 18% per annum) or at such rate as the Bank may prescribe from time to time. The Interest Free Period as described in Clause 7(f) herein will not apply to cash advance Card Transactions.

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- (c) Cash advances will be subject to a cash advance fee of 5% of the amount advanced or RM15.00, whichever is the greater. In addition to the cash advance fee prescribed herein, cash advances made from the HSBC Group's ATMs, Visa/Plus System and MasterCard/Cirrus ATM Networks may be subject to handling charges as determined by the Bank from time to time and at its absolute discretion. The cash advance fee and any applicable handling charges shall be debited to the Card Account as at the date of the cash advance.
- The Bank may by notice to the Cardholder vary the cash advance fee, finance charge and/or handling charges from time to time.
- The Bank also reserves the right, at its absolute discretion, to treat all Card transactions relating to the purchase of casino chips, wire transfer and money order as cash advances and to impose a cash advance fee, finance charge and/or any applicable handling charges as prescribed hereinabove on all such transactions.
- 10.** The Cardholder agrees to pay an annual fee for the Card and for any Supplementary Card issued or renewed, which fee shall be determined/varied by the Bank from time to time. Fees and any applicable service tax will be debited to the Card Account when due and are not refundable.
- 11.** (a) All payments for Card Transactions and all annual fees, handling charges, Finance Charges and/or late payment charges shall be debited to the Card Account in Ringgit Malaysia and shall be reflected in the Card Statement. The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, card replacement fees, handling charges, Finance Charges, the specified Minimum Payment Due and/or late payment charges from time to time.
- (b) All payments to the Bank must be made in Ringgit Malaysia. Payments by the Cardholder to the Bank shall not be considered to have been made until the relevant funds have been received for value by the Bank. All payments by cheques must include the relevant commission on inland exchange where applicable. Failure to include such inland exchange commission shall entitle the Bank to debit the Cardholder's Card Account or exercise its right of set-off under Clause 15 hereof as the Bank in its absolute discretion deems fit.
- (c) Payments made by the Cardholder to the Bank in respect of the Card Account will be treated as having received in gross and be applied in or towards payment of any Finance Charges and late payment charges, handling charges, cash advance fees, balance transfers, outstanding interest, legal costs and any outstanding Card Transactions in any order as the Bank considers appropriate without prior notice to the Cardholder.
- (d) Card Transactions effected in currencies other than Ringgit Malaysia will be debited to the Cardholder's Account after conversion into Ringgit Malaysia, at the exchange rate as determined by Visa International and MasterCard International on the day of conversion. The conversion rate is subject to an administration cost of 1%, or to such amount as may be notified in writing by the Bank from time to time to the Cardholder.
- 12.** The Bank shall not be liable for any act or omission of any merchant establishment including without limitation any refusal to honour the Card, or any defect or deficiency in any goods or services supplied to the Cardholder.
- The Cardholder shall resolve all complaints, claims and disputes against the merchants with the merchant establishment direct and not through the Bank and the Cardholder undertakes not to enjoin the Bank in any such claims and/or disputes or legal proceedings.
- Any claims and/or disputes which the Cardholder may have against the merchant establishment shall not relieve the Cardholder of the obligation to pay the amounts incurred hereunder to the Bank without deduction.
- 13.** The loss or theft of the Card or the disclosure of the PIN to any unauthorised person should be reported to the Bank's Card Services immediately and confirmed in writing as soon as possible. A police report should also be made for the lost/stolen Card and a copy extended to the Bank. The Cardholder shall be responsible for any debit to the Card Account arising from all unauthorised Card Transactions effected before receipt of such written notification by the Bank. The Cardholder's

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liability may, however, be limited to RM250 at the absolute discretion of the Bank, and subject to proof by the Cardholder that is acceptable to the Bank that he/she had in good faith and with reasonable care and diligence safeguarded the Card and promptly reported its loss to the Bank PROVIDED ALWAYS the Cardholder will NOT be entitled to the limited liability of RM250 in any of the following circumstances:-

- (i) all cash advance transactions effected through the use of the Card by any person (under any circumstances or by any means whatsoever) on any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution prior to the Bank's receipt of such written notification of the loss/theft; and/or
 - (ii) if, in the view of the Bank, the Cardholder is involved in the procurement of any goods or services supplied by merchants, cash advances or ATM transactions effected through the use of the Card by any person (hereinafter referred to as "Unauthorised Charges"), the Cardholder shall be liable for all the Unauthorised Charges thus incurred, whether before or after the Bank's receipt of such written notification.
- 14.** The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a replacement Card fee.
- 15.** In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may in its absolute discretion, at any time (whether before or after the termination of the use of the Card) without any notice, combine or consolidate the outstanding balance on the Card Account with any other account(s), of whatever description and wheresoever located (whether Current, Fixed Deposit, Savings, Hexagold, Partner, PowerVantage, Al-Wadiah or of any other nature whatsoever and whether upon maturity or otherwise and whether subject to notice or not) including any joint account(s) with a Supplementary Cardholder, and the Supplementary Cardholder hereby authorises the Bank to effect the set-off or transfer of any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's and/or the Supplementary Cardholder's liability to the Bank under this Agreement (including but not limited to outstandings, legal costs, charges and expenses incurred, if any, in respect of enforcement of this Agreement or recovery of outstandings).
- 16.** The Card may be used at the Bank's automated teller machines ("ATMs") or point-of-sale terminals, in which case the Cardholder agrees that transactions effected through the ATMs or point-of-sale terminals shall be subject to the following additional terms and conditions:-
- (a) Subject to Clause 9 hereinabove, the Cardholder may obtain, in a day, a cash advance of RM2,000 (for Classic Cards) or RM3,000 (for Gold Cards) subject to the daily withdrawal limit of the respective ATM or the Cardholder's available credit limit whichever is the lower or transfer such advance from the Cardholder's Card Account to any Savings, Current, Hexagold, Partner, PowerVantage or Al-Wadiah Account maintained with any HSBC branch office in Malaysia. Such advances will be governed by the terms of this Agreement.
 - (b) Settlement of the Card Account outstandings may be made by a deposit in cash or by cheques subject to sub-clause 16(f) hereinbelow to the Card Account or by a funds transfer of up to RM20,000 from the Cardholder's Current, Savings, Hexagold, Partner, PowerVantage or Al-Wadiah Account encoded on the Card.
 - (c) The Cardholder shall not use or attempt to use the Card for a funds withdrawal or funds transfer unless there is sufficient available credit in the Card Account.
 - (d) The Bank shall debit the Card Account with the amount of any funds withdrawal or funds transfer effected with the use of the Card whether with or without the Cardholder's knowledge or authority.
 - (e) The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding against the Cardholder unless the Cardholder establishes proof that the transactions contested are facilitated by fraud on the part of the Bank, its agents or employees.

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- (f) Any transaction purported to have been made to deposit cash, cheques, and other negotiable instruments, shall only be deemed as having been made:
- ▶ if by a deposit of cash, upon verification by two members of the Bank's staff of the deposit and of the amount of such deposit and the entry thereof in the Bank's records; and
 - ▶ if by a deposit of cheques or other negotiable instruments, upon verification by two members of the Bank's staff of the deposit and amount of such deposit and of the Cardholder's title to such cheques and other negotiable instruments for collection.
- The statement issued by the ATM at the time of the purported transaction confirms the deposit effected but not the amount purported to have been deposited.
- (g) The amounts reflected on the ATM screen against the Cardholder's Card Account shall not for any purpose whatsoever be taken as a conclusive statement of the Cardholder's Card Account with the Bank as it shall not include deposits to the Card Account which have not been verified by the Bank or Card Transactions by the Cardholder which have not been received and/or processed by the Bank.
- 17.** (a) The Cardholder may terminate this Agreement at any time by written notice to the Bank. The Card and the Supplementary Card, if any, shall be duly cut up by the Cardholder, failing which, the Bank shall be discharged from any liability or losses as a result of the said Card or Supplementary Card being used by third parties. No refund of the annual fee or any part thereof will be made upon termination of the Card and/or Supplementary Card.
- Where only any one of the Supplementary Cards is to be cancelled, the Cardholder may by written notice advise the Bank accordingly. The said Supplementary Card shall be duly cut up by Cardholder, failing which the Bank shall be discharged from any liability or losses as a result of the said Supplementary Card being used by third parties. Termination of use of any Supplementary Card will not terminate the use of the Card.
- (b) The Bank may at its absolute discretion and without any liability whatsoever to the Cardholder, at any time and in such circumstances as it deems fit, terminate this Agreement without giving notice thereof to the Cardholder and without assigning any reason whatsoever.
- 18.** Subject always to the provisions of Clause 15, the whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected (whether before or after the termination of this Agreement) but not yet posted to the Card Account including any outstanding instalments not due but for which the Cardholder are liable arising from any Mail Order, Telephone Order Schemes, Instalment Payment Plan, Balance Transfer or Standing Instructions (recurring payment) made or purported to have been made by the Cardholder to a merchant establishment for the supply of goods or services to be charged to the Card Account shall become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder's bankruptcy or death and all outstanding due and payable shall be chargeable at a rate of 1.5% per month calculated on a daily rest basis from date of demand as well after as before any Court Order or Judgement to date of final settlement PROVIDED ALWAYS the provisions in Clause 7(f) on capitalisation of the finance charge in arrears and on the payment of such capitalised arrears and of finance charge on such capitalised arrears as well as the provisions in Clause 7(g) shall apply notwithstanding that the Bank has demanded payment of the whole of the outstanding balance and/or the relationship between the Bank and the Cardholder has ceased for whatsoever reason.
- The Cardholder or his/her estate will be responsible for settling any outstanding on the Card Account and shall keep the Bank indemnified for all costs (including legal fees on a solicitor and client basis) and expenses incurred in recovering such outstanding.
- 19.** The Cardholder will notify the Bank's Card Services promptly in writing of any changes in employment or business or in his/her office or residential address.
- 20.** If the Cardholder should be absent from Malaysia for more than one month, arrangements to settle the Card Account should be made prior to his/her departure.
- 21.** If the Cardholder leaves Malaysia to take up residence elsewhere, the Card and any Supplementary Cards are to be returned to the Bank prior to the Cardholder's departure.

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22. Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions (on any account other than the Card Account) by electronic means, whether at ATMs, point-of-sale terminals or otherwise, the Cardholder agrees that the use of such facility will be subject to the Bank's Generic Terms and Conditions governing Deposit Accounts then applicable (copies of which are available at all branches of the Bank) in addition to these Terms and Conditions.
23. (a) All inter-country transactions via ATMs shall be subject to the laws existing in the country where the transaction is done. For all such transactions, the exchange rates (if applicable) shall be the prevailing exchange rates which shall be determined by the Bank at its sole discretion as at the date the transaction is posted into the Card Account.
- (b) Cash withdrawals performed overseas through the HSBC Group's ATM Network through use of the Card (on any account of the Cardholder other than the Card Account) will be subject to a handling charge of RM5 per transaction or RM10 per transaction if performed through the ATMs of the PLUS and CIRRUS Networks. This charge shall be debited to the Cardholder's transacting account as at the date the transaction is posted into the same account. The Bank may vary the handling charge from time to time and at its absolute discretion by giving prior notice to Cardholders.
24. Where the Cardholder has nominated to link his/her Card Account for access through the Bank's Automated Phonebanking Service ("the ATB") or Personal Internet Banking ("PIB") or where the Cardholder has elected the Card Account for subscription to the Bank's Electronic Share Application Facility ("the ESA"), the Cardholder agrees that the respective ATB, PIB and ESA Terms and Conditions shall form part of these Card Terms and Conditions. In the event of a conflict, these Card Terms and Conditions shall prevail.
25. The Cardholder hereby irrevocably consents to the service of the Card Statement and any notices under this Agreement (other than service of a notice of demand and service of any court process):-
- by ordinary mail to the Cardholder's address last known to the Bank and such service shall be deemed to be effective three (3) days after the date of posting notwithstanding its subsequent return by the post office; or
 - by electronic mail via internet to the Cardholder's electronic mail address last known to the Bank or internet banking mailbox with the Bank, and such service shall be deemed effective on the next day after transmission by the Bank.
- For any service of notice of demand and service of any legal process, the Cardholder hereby irrevocably consents to the service by registered post (not being AR registered post) to the Cardholder's address last known to the Bank and such notice shall be deemed to be good and sufficient service three (3) days after the date of posting notwithstanding its subsequent return.
26. A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence against the Cardholder for all purposes including any legal proceedings.
27. (a) The Bank reserves the right to vary, add to or delete the terms and conditions from time to time and shall notify the Cardholder of any such alterations or publish any change of such terms and conditions before the effective date in any such manner as it considers appropriate. The Cardholder will be bound by such alterations and where the Cardholder is not in agreement with such alterations or amendments, the Cardholder may terminate the use of the Card by giving prior written notice to the Bank and return the Card to the Bank prior to the effective date of any such alterations or amendments subject always to Clause 17(a) hereof. Upon such termination the annual fee paid is not refundable.
- (b) Retention or use of the Card after the effective date of any change of terms and conditions pursuant to Clause 27(a) hereof shall be deemed to constitute acceptance of such changes without reservation by the Cardholder.
28. (a) The Cardholder agrees to supply the Bank personal data where requested for to enable the Bank to consider its provision or continued provision of Card related services, failing which the Bank may at its sole discretion decline to provide or continue to provide such services, without any obligation or liability attaching to the Bank.

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(b) The Cardholder agrees that the Bank may use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia) the Cardholder's personal details and information, all details and information pertaining to the Card Account and any of the Cardholder's transactions and dealings with or through the Bank (collectively, "Personal Data") to, from or with any person as the Bank may consider necessary (including without limitation any member of the HSBC Group, any service provider or third party, any bureaus or agencies established or to be established by Bank Negara Malaysia or by other authorities, the Association of Banks in Malaysia (ABM) and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation:-

- ▶ in connection with any account, product or service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) any such Personal Data with the Personal Data concerning the Cardholder in the Bank's possession; and/or
- ▶ for the purpose of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder generally; and/or
- ▶ for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
- ▶ for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
- ▶ any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Cardholder from time to time.

The Cardholder understand that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Malaysian law or the law of any jurisdiction to which such information is transmitted). The Bank may transfer the Personal Data outside Malaysia. Other countries may not provide the same level of protection for data as Malaysia. However, all Personal Data held by the HSBC Group or by its sub-contractors or agents will be afforded a high level of protection against any unauthorised or accidental disclosure, access or deletion. The Cardholder agree to the Personal Data being used as described and that it may be transferred as stated above.

The Bank may use, analyse and assess information held about the Cardholder and the Card Account, including the nature of the Cardholder's transactions, to give the Cardholder information about products and services from members of the HSBC Group and those of selected third parties which the Bank thinks may interest the Cardholder via telephone, mobile phone, electronic media, post or other means. The Bank may pass this information to other members of the HSBC Group so that they may do the same.

Depending on the type of data, including but not limited to Personal Data and information pertaining to the Card Account, and where it is held, the Cardholder may be entitled to request details (including copies) of the information that the Bank holds about the Cardholder and to require the Bank to correct any inaccuracies. The Bank may charge a fee for the provision of any data. Requests for further information should be addressed to:

Manager Public Affairs
HSBC Bank Malaysia Berhad
Level 8, Bangunan HSBC
2 Leboh Ampang
50100 Kuala Lumpur

The Cardholder may, at any time, choose not to receive such direct marketing information. The Cardholder need to write to Direct Mailing Exclusion Coordinator at P.O. BOX 10244, 50912 Kuala Lumpur, Malaysia with the Cardholder's request and the Bank will delete the Cardholder's name from its direct marketing mailing lists without charge.

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- (c) The Cardholder has the right to request for the Personal Data not to be used for direct marketing purposes. Any request may be made to the Bank's Manager Card Services. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under any applicable law and regulations
- 29.** The Bank reserves the right at any time (in its absolute discretion and without giving notice thereof to the Cardholder or assigning any reason therefor) to disclose to an appointed debt collection agency the Cardholder's account number and any other relevant information for matters pertaining to the Card Account.
- 30.** The Cardholder shall authorise the Bank to take such steps to comply with the relevant Exchange Control Regulations issued by Bank Negara Malaysia from time to time in respect of any overseas Card Transactions.
- Where applicable, the Cardholder shall comply with the Exchange Control Regulations of Malaysia and use the Card within the limits imposed by the Exchange Control Authorities. The Cardholder shall be responsible for complying with such regulations and limits, and amendments thereto.
- 31.** (a) The Cardholder undertakes to indemnify and to hold the Bank harmless and indemnified against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur by reason of the provisions herein or in the enforcement of its rights hereunder.
- (b) Subject to Clause 15, the Cardholder shall forthwith upon demand pay to the Bank all legal costs, charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder.
- 32.** The Bank shall not be liable for any loss, injury or damage howsoever arising including consequential and economic loss suffered by the Cardholder, as a result of card transactions being rejected due to a "Card Referral", "Card Block" or "Card Declined" Status placed on the Card by the Bank, as a security measure.
- The Bank shall further not be liable for any loss, injury or damage whatsoever, including any consequential and economic loss, howsoever caused and/or arising by/from mechanical defect or malfunction of the Bank's ATMs or the HSBC Group's/Visa/Plus System ATM Network or the MasterCard/Cirrus Network or failure of the Card (Primary and/or Supplementary) or by any circumstances beyond the Bank's control or by strikes or other labour disputes.
- 33.** The Bank is authorised to act on the instructions of the Cardholder given by the Cardholder by telephone or facsimile or other means of telecommunication ("telecommunication instruction") and the Cardholder agrees that the Bank is authorised to act on any telecommunication instructions which the Bank in its sole discretion believes emanate from the Cardholder and the Bank shall not be liable to the Cardholder for any loss or damage arising in the event such telecommunication instructions emanate from unauthorised individuals and the Bank shall take reasonable steps to verify the identity of the person or persons giving telecommunication instructions purportedly in the name of the Cardholder. The Cardholder hereby irrevocably agree to indemnify the Bank and keep the Bank indemnified (which expression shall include the Bank's successors and assigns) against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the bank may sustain, suffer or incur as a result of the Bank agreeing to act on the Cardholder's verbal instructions/faxed/telecommunicated instructions in good faith, for which the Bank is hereby authorised to set-off or combined sums with any sum(s) standing to credit of any account(s) of the Cardholder or debit sums into any account(s) of the Cardholder.
- 34.** Subject always to the provisions in Clauses (8) and (33), any request by mail, telephone or facsimile made by the Cardholder to a merchant or a provider of any services for the supply of goods and/or services to be charged to the Card Account shall constitute authority:-
- (i) for the Merchant or the provider of services to issue a sales voucher for the amount to be charged; and

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(ii) for the Bank to debit the Card Account with such amount charged.

The Bank shall continue to take all reasonable steps to verify the identity of the person or persons giving the instructions.

35. Authorisations and Indemnity for Telephone, Mobile Phone, Telex and Facsimile Instruction

35.1 The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone, telex or facsimile transactions by the Cardholder or on his / her behalf ("Instruction") and the Bank shall be entitled to treat the Instructions as fully authorised by the Cardholder and the Bank shall be entitled to take such steps in reliance upon the Instruction as the Bank may consider appropriate.

35.2 The Bank under terms of this authorization and indemnity is not obligated to accept and act upon the following Instructions:

- ▶ Change in Mandate
- ▶ Change to authorised signatories
- ▶ Power of Attorney to another person/entity
- ▶ Closure of the account(s) and transfer to the remaining balance by any means.

35.3 In consideration of the Bank acting in accordance with the terms of this authorization and indemnity, the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Instructions.

35.4 The terms of this authorization and indemnity shall remain in full force and effect unless and until the authorised officer of the Bank receives written notice of termination from the Cardholder in accordance with the terms of the Mandate.

35.5 Mobile phone balance enquiry service:

- a. The Cardholder authorizes the Bank to send to his / her mobile phone, as registered by the Cardholder in the Credit Card application, through Short Message Service (SMS), the following information relating to his / her Card Account with the Bank: Outstanding balance; Available balance of his / her credit limit; Payment due date; Minimum payment amount.
- b. In consideration of the Bank acting in accordance with the terms of this authorization, the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with this authorization except if such matters directly arise from the Bank's willful misconduct and or gross negligence.
- c. The terms of this authorization and indemnity shall remain in full force and effect unless and until the authorised officer of the Bank receives written notice of termination from the Cardholder.
- d. The Cardholder shall promptly notify the Bank, in such manner as the Bank may from time to time prescribe, of any changes to or in the particulars registered with the Bank related to or for the purposes of the SMS including, without limitation, the contact details of the Cardholder's telecommunication equipment and the telecommunication company providing or servicing it and shall notify the Bank immediately upon its disconnection or suspension if not earlier. The Bank will not assume any liability or responsibility for providing the SMS according to the particulars registered with the Bank from time to time.

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- 36.** The Cardholder remains liable to the Bank for any recurring transactions billed into his / her Card resulting from existing standing instructions / payment arrangements with the merchant establishment(s) involving the Card notwithstanding that the Cardholder has terminated the Card. It is the sole duty and obligation of the Cardholder to cancel or transfer such standing instructions / payment arrangements to another medium of payment prior to the termination of his / her Card. The Bank may reverse these transactions from the Card Account, though strictly not obligated to do so, where the Cardholder provides proof of payment made by him / her to the merchant establishment(s) receiving payment under the standing instructions / payment arrangements.
- 37.** In the event of any dispute pertaining to transaction(s) performed via the Card, the Bank may at its absolute discretion decide whether or not to effect a temporary refund and / or counterfeit refund of credit to the Cardholder pending further investigation by the Bank with the merchants, acquiring banks and / or any relevant parties thereto. Where the merchants, acquiring banks and / or any relevant parties are able to prove with sufficient evidence that the disputed transaction(s) was / were genuinely incurred and / or participated by the Cardholder, the Bank has the right to reverse the temporary credit posted.
- 38.** The Cardholder authorizes the Bank to contact the Cardholder by telephone about his/her Card Account. From time to time the Bank may monitor and / or record telephone calls between the Cardholder and the Bank in order for the Bank to carry out the Cardholder's instruction and to improve the Bank's service to the Cardholder. The Cardholder agrees that monitoring and / or recording may be done without further reference to the Cardholder. These recordings shall be and remain the Bank's sole property.
- The Bank may at its discretion retain, destroy and/or decline to furnish copies of any recording relating to the Card Account -
- ▶ after the Bank has completed the related transaction; or
 - ▶ after storing (electronically or in any other medium) the same;
 - ▶ upon closure of the Card Account whether by the Cardholder or by the Bank,
- provided always that where such recordings are retained, they will be retained in accordance with the Bank's retention policy and/or relevant regulatory requirements binding on the Bank. The Cardholder accordingly agrees that no liability shall attach to the Bank for the unavailability of the aforesaid recordings should the Cardholder request for the same.
- 39.** Without prejudice to Clause 5 (c), if the statement balance exceeds the credit limit for the time being assigned to the Card Account, the Bank reserves the right to charge an overlimit handling fee, which will be debited to the Card Account on Statement Date.
- 40.** A handling fee as the Bank may notify from time to time will be charged to the Card Account for each returned cheque deposited into the Card Account where the cheque is not drawn on an account with the Bank.
- 41.** The Bank shall have the absolute right and discretion to review the Cardholders' credit standing at any time as and when the Bank deems fit without further reference to the Cardholder.
- 42.** The Bank shall be entitled at any time (in the Bank's absolute discretion and without giving notice thereof to the Cardholder or assigning any reason thereon) to restrict or limit the Cardholder's credit or refuse and otherwise withhold credit.
- 43.** If the Cardholder uses his/her Card to purchase goods and /or services through the online internet sites or portals, the Cardholder shall be solely responsible for the security of such use at all times. The Cardholder agrees that the entry of his/her Card information on the internet shall be sufficient proof of the authenticity of such transactions. The Bank shall not be under any obligation to verify the identity or the authority of the person entering the Card information and the Bank shall not be liable for acting on such use of the Card regardless of whether the person is so authorised and regardless of the circumstances prevailing at the time of the transaction. However, the Bank reserve the discretion to not carry out any such transaction over the internet if the Bank has any reason to doubt its authenticity or if in any opinion it is unlawful or otherwise improper to do so or for any reason.

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44. This Agreement will be governed by and construed in accordance with the laws of Malaysia and directives of regulatory bodies/agencies.
45. In the event of any inconsistency between the provisions in the English version and the Bahasa Malaysia version of this Agreement, the provisions in the English version of this Agreement shall prevail to the extent of such inconsistency.

Important Note

Although every effort has been made to furnish accurate and up-to-date information in this notice, the Bank does not accept liability for changes that may have taken place since publication.

HSBC's SMS Enquiry Service

1. The HSBC's SMS Enquiry Service ("Service") is open to all existing (principal) HSBC Cardholders except for the following category of persons ("Eligible Cardholders"):
 - (a) Holder(s) of HSBC credit cards that are not issued in Malaysia; and/or
 - (b) Holder(s) of invalid or cancelled HSBC credit cards
2. The Service includes the following:
 - ▶ Credit card outstanding balance and available credit limit (balance as at previous day)
 - ▶ Credit card latest statement balance, minimum amount due and payment due date
 - ▶ HSBC Reward points balance (balance as at the previous working day)
3. To receive the Service, the Eligible Cardholders are required to send a message via Short Messaging System (SMS) to "36722" with the following details:

To register (once only)

 - ▶ Eligible Cardholder's last four (4) digit of Identification number, or
 - ▶ Eligible Cardholder's last four (4) digit of Passport number (for non-Malaysian)

For Credit card outstanding balance and available credit limit Enquiry

 - ▶ Eligible Cardholder to type keyword "BAL"

For Credit card latest statement balance, minimum amount due and payment due date Enquiry

 - ▶ Eligible Cardholder to type keyword "DUE"

For Credit card Reward points Enquiry

 - ▶ Eligible Cardholder to type keyword "PTS"

All credit card outstanding balance and Reward points as advised by HSBC via the Service is accurate at the point of transmission of the SMS by HSBC.
4. Eligible Cardholders must use the same mobile phone number registered for the service. Eligible Cardholders are required to re-register if there are changes in mobile phone number.
5. Error/reject messages will be sent to the Eligible Cardholders under the following circumstances:
 - ▶ Unsuccessful registration
 - ▶ Invalid IC/Passport format (i.e non-numeric) received
 - ▶ Unidentified keywords received
 - ▶ Eligible Cardholders have not registered for the Service
6. All telephone and other charges incurred by the Eligible Cardholders in relation to all SMS enquiries shall be borne by the Eligible Cardholders. A fee of RM0.30 per SMS will be charged to the Eligible Cardholders by the network operators for every SMS sent by HSBC to the Eligible Cardholders in relation to the Service.

Cardholder Agreement

Terms and Conditions

Gold MasterCard / Visa Gold / MasterCard / Visa Classic

7. By registering for this Service, the Eligible Cardholders hereby expressly agree to be bound by these terms and conditions and consent to HSBC disclosing their information and particulars to all third party service providers engaged by HSBC for the purpose of the Service.
8. The Eligible Cardholders hereby acknowledge and accept that in no event will HSBC or any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that HSBC may engage for purposes of this Service), be liable for any damages, including without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with their usage of this Service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure in connection with the usage of this Service, even if HSBC, its officers, servants, employees, representatives and/or agents have advised of the possibility of such damages, losses or expenses.
9. HSBC's decision pertaining to any enquiry and dispute received shall be final and no further correspondences will be entertained.
10. HSBC reserves the right to vary these Terms and Conditions from time to time, without prior written notice to the Eligible Cardholders of such variation.
11. These Terms and Conditions are in addition to the HSBC's Cardholder Agreement which regulates the provision of credit card facilities by HSBC and HSBC's Rewards Terms and Conditions ("collectively known as the said Agreements"). In the event of inconsistency between these Terms and Conditions and the said Agreements, these Terms and Conditions shall prevail in so far as they apply to this Service.
12. HSBC shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC.
13. HSBC reserves the right to cancel, terminate or suspend this Program with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Program shall not entitle the Eligible Cardholders to any claim or compensation against HSBC for any and all losses or damage suffered or incurred by the Eligible Cardholders as a direct or indirect result of the act of cancellation, termination or suspension.
14. In the event of any inconsistency between the English version and the Bahasa Malaysia version of these Terms and Conditions, the English version shall prevail to the extent of such inconsistency.

Important Note

Although every effort has been made to furnish accurate and up-to-date information in this notice, the Bank does not accept liability for changes that may have taken place since publication.