

## Revision of HSBC Bank Malaysia Berhad ("HSBC") Cardholder Agreement

(Effective 28 August 2025)

25 August 2025

Dear Valued Customers,

We would like to inform you that a revised HSBC Cardholder Agreement will come into force effective 28 August 2025. The amendments made are as follows:

Section	Revised Cardholder Agreement (28 August 2025 Edition)
Table of Contents	N. <del>Automated Phone Banking Service and Personal Internet</del> <b>Online and Mobile Banking</b>
	Appendix 1: <b>Terms and Conditions for Mobile Wallets available at <a href="https://www.hsbc.com.my/content/dam/hsbc/my/docs/credit-cards/features/mobile-wallets-terms-and-conditions.pdf">https://www.hsbc.com.my/content/dam/hsbc/my/docs/credit-cards/features/mobile-wallets-terms-and-conditions.pdf</a></b>
Clause 1	Only You can use the Credit Card. <del>Any unauthorised use will be borne by You.</del> You have signified acceptance of this Agreement at the point of application for the Credit Card. If You do not wish to be bound by this Agreement, please observe Clause 15 (a) below.
Definition of "Cash Advance"	Cash or its equivalent is obtained from the Credit Card and includes (without limitation): (a) Cash withdrawal using the Credit Card at Automated Teller Machines ("ATM") <del>or over the counter at the Bank's branch,</del>
Clause 5 (a) ii.	The Cardholder continues to be fully liable for the amount due in respect of such Card Transactions, which will be considered Cash Advance transactions, and You will not use this as a <del>defence</del> <b>defense</b> to refuse payment of amounts due <b>(including Cash Advance Fee or any interest)</b> to the Bank.
Clause 5 (c)	We may also restrict, limit, withhold credit or terminate use of the Credit Card (including in situations where the Card Account is current and not in default of any payments) by giving You reasonable notice <del>subject to Clause 15 (b),</del> unless otherwise required by regulatory bodies/agencies/court orders. <b>We will ensure that the reason why we exercising such right is reasonably justifiable.</b>

Clause 7 (a)	<p>For Mastercard Cardholders, the Bank is enrolled in Mastercard Automatic Biller Updater (ABU) which stores Credit Card details and transactions with selected merchants which may impact the way Standing Instructions are managed by Mastercard. Mastercard Cardholders are encouraged to visit <a href="http://www.hsbc.com.my/abu">www.hsbc.com.my/abu</a></p> <p><b><u><a href="https://www.hsbc.com.my/content/dam/hsbc/my/docs/credit-cards/notice-of-changes/2020-feb-mastercard-automatic-billing-updater-service.pdf">https://www.hsbc.com.my/content/dam/hsbc/my/docs/credit-cards/notice-of-changes/2020-feb-mastercard-automatic-billing-updater-service.pdf</a></u></b> to find out more on the mechanics of ABU before setting up any Standing Instruction.</p>
Clause 9 (c)	<p>The Bank reserves the right to determine the total amount of cash that can be withdrawn or utilized under Cash Advance or change the Cash Advance limit set by it from time to time <b><u>upon Our assessment of the credit risks associated with the Card Account.</u></b></p>
Clause 10 (c)	<p>Any payments made by debit instruction or fund transfers, for example, Interbank GIRO, <del>Internet</del> <b>Online</b> Banking &amp; Phone Banking, shall be deemed as having been made, upon our receipt of cleared funds and/or when the amount is entered into Our records.</p>
Clause 11	<p>The Cardholder agrees to pay the Annual Fee and applicable tax for all <del>or any</del> Credit Card(s) (including any Supplementary Credit Card) issued <del>as per Tariff &amp; Charges</del>. This Annual Fee shall be determined and/or varied by the Bank by providing 21 days' notice to the Cardholder. The Annual Fee will be billed to the Cardholder <b><u>and reflected in your anniversary month's</u></b> <del>as specified in the relevant Card Statement.</del></p>
Clause 15 (a)	<p>The Cardholder may terminate this Agreement at any time by contacting the Bank or by written notice to the Bank without being subjected to any fees/conditions provided that all outstanding balances (including interests, fees and charges) have been settled and any amount of any transactions effected through the use of the Credit Card (whether before or after the termination of the Credit Card Account), including transactions effected but not yet posted to the Credit Card Account. The Bank will process the closure of the Credit Card Account as soon as is practicable, provided that the balance of the Cardholders Card Account is zero. Any credit balances in the Credit Card Account shall be refunded within 30 days from the date of closure request <b><u>provided that all required information provided by you are accurate.</u></b> Any Credit Card issued to the Cardholder shall be cut up by the Cardholder <b><u>upon successful termination</u></b> <del>and the Bank shall be absolved of all liability or losses as a result of the Credit Card or Supplementary Credit Card being used by third parties.</del> No refund of the annual fee or any part thereof will be made upon termination of the Credit Card and/or Supplementary Credit Card. If only one of the Supplementary Credit Card(s) is to be cancelled, the Cardholder should advise the Bank accordingly. The said Supplementary Credit Card shall be cut up by Cardholder upon successful termination and the Bank shall not be responsible for any losses resulting from the said Supplementary Credit Card being used by the Supplementary Cardholder and/or third parties. The termination of any Supplementary Credit Card will not terminate the Credit Card, unless otherwise advised to the Bank by the Cardholder.</p>

Clause 18	Where the Cardholder links his/her Card Account for access through the Bank's <del>Automated Phone banking Service ("the APB") or Online Banking</del> <b><u>or Mobile Banking</u></b> , the Cardholder agrees that the respective <del>APB and Online Banking</del> <b><u>and Mobile Banking</u></b> Terms and Conditions shall form part of these Card Terms and Conditions. In the event of a conflict concerning Credit Card usage, these Card Terms and Conditions shall prevail.
Clause 19 (a)	<p>i. <del>sending by electronic mail to the Cardholder's e-mail address last known to the Bank, short messaging system (SMS) message to Cardholders' mobile number last known to the Bank, push notification via Mobile Banking App or internet banking mailbox with the Bank. Such notification</del> <b><u>email to the email address last known to the Bank or electronic message</u></b> shall be taken to have been received at the time of transmission; or</p> <p>ii. <del>by posting a notice onto the Bank's public website or any of its branches,</del> <b><u>and shall be taken to have been received immediately after such posting by the Bank.</u></b></p>
Clause 21 (a)	<p>The Cardholder agrees that the Bank has the right to vary, add to or delete any of these Terms and Conditions from time to time with reasonable notice given to Cardholder of the changes. The Bank shall, before the effective date of such changes (other than change to Credit Limit), give the Cardholder at least 21 days' notice of any such alterations or publish the change in a manner considered reasonable or as required by the regulatory bodies/agencies. The Cardholder agrees that he/she will be bound by such changes and if the Cardholder does not agree with such changes, the Cardholder shall be given a reasonable time frame to terminate the use of the Credit Card upon:</p> <p>i. <del>the Bank receiving prior written notice (i.e. before the end of the 21 days' notice period) from the Cardholder on disagreement to the changes and decision to terminate the Credit Card; and</del></p> <p>ii. <del>returning the Credit Card to the Bank.</del></p> <p><del>Upon termination of the Credit Card, the annual fee paid is not refundable and Clause 16 shall apply.</del></p>
Clause 21 (b)	<p>(b) <b><u>The reasons for variation may be due to changes to our operation, business, technology or facilities we use, changes in law or regulations, new industry guidelines or codes of practices, or to facilitate corrections if any. We are not able to state all reasons why a variation may be needed in future, but if we vary any of the terms, we will make sure that it is reasonable with notice.</u></b></p> <p>(c) The Cardholder's retention or use of the Credit Card after the effective date of any change of Terms and Conditions is deemed acceptance of such changes without any reservation by the Cardholder.</p>



Clause 25	<p>The Bank <del>will</del><u>shall not</u> be liable for any loss, injury or damage howsoever arising including consequential and economic loss suffered by the Cardholder, <u>due to</u> as a result of <b>circumstances within the Bank's control. There are circumstances which may be occurred beyond the Bank's control, for example:-</b></p> <p>(a) Card Transactions being rejected due to a "Card Referral", "Card Block" or "Card Declined" Status placed on the Credit Card by the Bank, as a security measure;</p> <p>(b) failure of the Credit Card not caused by the Bank or its intermediary;</p> <p>(c) the usage of any service offered by unauthorized third party(ies) in relation to the Credit Card;</p> <p>(d) 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 the Credit Card, where not caused by the Bank or its intermediary;</p> <p>(e) <del>by any other</del> <b>circumstances in accordance with beyond the Bank's control or by strikes or other labour disputes</b><u>Clause 29 of the Generic Terms and Conditions.</u></p>
Clause 29 (a)	<p>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 mail, telephone or electronic media <del>message</del> <b>message</b> (i.e. online communications including but not limited to instructions received via <del>mobile banking applications</del> <b>HSBC Malaysia Mobile Banking app</b>) by the Cardholder or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the Instructions as fully authorized by the Cardholder and the Bank shall be entitled to take such steps in reliance upon the Instruction as the Bank may consider appropriate.</p>
Clause 30	<p>Subject to <del>Clauses 8 and 26</del>, any request by mail, telephone or electronic media <del>message</del> <b>message</b> (online communications) including without limitation, <del>internet</del> <b>online</b> banking and bill payments, 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:</p> <p>(a) for the merchant or the provider of services to issue a sales draft for the amount to be charged; and</p> <p>(b) for the Bank to debit the Card Account with such amount charged.</p>
Appendix 1 – HSBC Bank Malaysia Berhad ("HSBC Bank") Terms and Conditions for Mobile Wallet	<p>Refer to <a href="https://www.hsbc.com.my/content/dam/hsbc/my/docs/credit-cards/features/mobile-wallets-terms-and-conditions.pdf">https://www.hsbc.com.my/content/dam/hsbc/my/docs/credit-cards/features/mobile-wallets-terms-and-conditions.pdf</a></p>

The revised HSBC Cardholder Agreement will be available on our public website on 28 August 2025.