

Contents

Conditions of Use

Conditions of use

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Important! Before you use the card, please read carefully the cardholder agreement printed below.

By using the card, you are accepting the terms and conditions below and will be bound by them.

Important words

balance owing on the customer account means at any time, the difference between all amounts credited and all amounts debited to you under this agreement at that time. When this amount is calculated at the end of a day, it includes all debits and credits assigned to that day.

banking day means a day when we are open for normal banking business other than Sunday and/or public holiday.

card means the private label card (PLC) issued by us jointly with a presenter (the “Merchant”), which may be a company, firm, society or other organisation, which is specially designed and bears the brand and/or name of the Merchant in lieu of or in addition to our name. It includes replaced or renewed cards.

card carrier means the personalised card package prepared for the primary or supplementary cardholder, as applicable, setting out details of the PLC card account and other information.

customer account means the account for the respective cards maintained with the Bank referred to below.

customer credit limit means the combined credit limit assigned or to be assigned by us (at our sole discretion) in respect of the card, our Platinum Visa card, Gold Visa card, Gold MasterCard card, Classic Visa card, Classic MasterCard card and Premier MasterCard card.

primary cardholder means the person named as the primary cardholder in the card application form and/or the card carrier.

PLC card account means the account for the card maintained with the Bank.

supplementary cardholder means a person to whom a card has been issued at the request of the primary cardholder under condition 6.

terminal means any electronic device permitting transactions on the card account by the use of a card alone.

you or your means or refers to the primary cardholder and, when the context so requires, each supplementary cardholder.

we, us, our or HSBC means The Hongkong and Shanghai Banking Corporation Limited.

The word **person** includes an individual, a firm, a body corporate, an unincorporated association and an authority.

The singular includes the plural and vice versa.

Headings are for convenience only and do not affect the interpretation of these conditions.

1. Agreeing to these conditions of use

The first time you sign a card or authorise a transaction on the PLC card account by your use of the card, you are deemed to have agreed to these conditions. These conditions then apply to all transactions on the card account.

Once your card is approved, we will notify you when and where you may pick the card up. However, if we send the card by despatch or by post to you at your request, you are deemed to have received it. We are not liable to you for any loss or damage suffered because the card is despatched or posted to you or you do not in fact receive it.

2. Other conditions

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

3. Your information

You must inform us in writing promptly of any change to your personal circumstances or information (including your employment or your residential or postal address).

4. Cards

Each card is for the sole use of the person named on it and is valid only from its issue date to the expiry date shown on it.

Each card remains our property.

We may issue replacement cards at any time.

All cards are subject to these conditions.

5. Privacy

If any supplementary cardholder operates the PLC card account, the primary cardholder agrees that the supplementary cardholder may use the PLC card account and have access to PLC card account information without need for the primary cardholder’s or any other supplementary cardholder’s consent. You consent to us giving information about the PLC card account to any of your supplementary cardholders.

6. Supplementary cardholders

6.1 Issuing supplementary cards

You, the primary cardholder, may nominate a maximum number of persons as permitted by us to be issued supplementary cards linked to your PLC card account.

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

6.2 Obligations of the primary cardholder and supplementary cardholders

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

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

Despite anything else in this agreement:

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

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

6.3 Obligations not affected by other events

Each of your obligations shall not be affected by:

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

6.4 Cancelling supplementary cards

You or the supplementary cardholder must inform us in writing if you or he/she wants to cancel a supplementary card or to stop a supplementary card from being used. We are not obligated to cancel the supplementary card until it is returned to us.

You, the primary cardholder, remain responsible for all transactions made with a supplementary card until it is returned to us.

7. Security of cards

You shall at all times ensure that cards are not misused, disclosed, lost or stolen.

You must:

- sign your card as soon as you receive it
- not permit any other person to use your card
- observe such security tips as we may notify from time to time

8. Lost cards (WEF 1 Nov 2009)

You must inform us immediately if any card is lost or stolen or you suspect any unauthorised telephone, mail or Internet use of the PLC card account.

All relevant information should be provided to us in writing. We are entitled to commence investigations only upon receipt of your written confirmation.

Important: If the card is lost or stolen, your liability for all card transactions (whether or not authorised by you) entered into before we receive notice of loss, theft or disclosure shall be limited to S\$100 provided that:

- a) you notified us immediately after becoming aware that your card was lost or stolen;
- b) you assist in the recovery of the card;
- c) you furnish to us a statutory declaration in such form as we may specify or a police report and any other information we may require; and
- d) we are satisfied that such loss, theft or disclosure was not due to your fraudulent act, negligence or default.

When you notify us that your Card has been lost or stolen, you will not be liable for any Card Transaction effected after we have received your notification of such loss or theft.

If a card which has been reported lost or stolen is recovered, you must immediately return the card to us cut in half without using it.

We may issue a replacement card upon such terms and conditions as we may deem fit.

9. Customer credit limit

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

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

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

If you apply to us for an approval to increase your customer credit limit, no increase shall be effective until we actually notify you of such approval.

We may reduce the customer credit limit or stop providing further credit as we choose.

10. Using the card

Using the card to obtain goods and services

- **at a merchant’s place of business**

You can normally use the card to obtain goods and services at merchants designated by us from time to time.

However, we are not responsible if a merchant refuses to accept the card or places other limitations on using the card.

- **through mail order, telephone and other types of remote access**

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

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

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

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

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

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

All card transactions shall be effected in Singapore dollars only.

11. Processing transactions

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

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

12. Rewards programme

We may introduce, continue or terminate benefits and privileges in connection with the PLC card account as we choose. You can view the terms of these programmes at any of our branches or our web site.

13. What you must pay

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

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

14. Statements and monthly payments

We will send the primary cardholder a monthly statement (not always on the same day of each month) if the customer account is active.

The primary cardholder should check the entries in the statements carefully and promptly report any error or unauthorised transaction to us before the due date for payment. If you do not contact us within 14 days of the statement date, you lose any right to raise objections.

You are responsible for paying all amounts shown on the statement. If you are not in default, you need not pay the entire outstanding balance shown. However, you must pay the minimum payment shown by the due date. (Finance charges (see condition 15) are payable if you do not pay the entire outstanding balance). The minimum payment is:

- 3% of the balance owing on the customer account, or
- S\$50,

whichever is greater. However, if the minimum payment would otherwise be greater than the outstanding balance, the minimum payment is the outstanding balance.

In addition, we charge a flat fee of such amount as we may decide if you do not pay the minimum payment by the due date. It is debited to the customer account on the next statement date.

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

15. Finance charges

If you do not pay the full outstanding balance shown on a statement by the due date, you must pay a finance charge (at rates to be determined by us) calculated on a daily basis on:

the current balance specified in the statement from the statement date until the day before the date we receive payment of the current balance (whether in entirety or partly); the current balance specified in the statement less any partial payment, from the date of such partial payment to the next statement date or the date we receive full payment of the current balance, whichever is the earlier; and the amount of each cash and purchase card transaction debited to the card account after the statement date, from the date each such card transaction was effected until the next statement date or the date we receive full payment of the current balance, whichever is the earlier.

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

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

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

16. Fees and charges

We may charge:

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

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

All fees and charges are payable before and after judgment.

All fees are non-refundable.

17. Payments

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

You must pay in Singapore dollars.

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

If GST or other tax is payable on a payment due in connection with this agreement, then you agree to pay us an additional amount equal to the GST or other tax payable. GST means a goods and services or similar tax imposed in Singapore.

18. What happens to payments we receive?

Payments to the card account are applied in the following order or priority, namely, finance charges and transaction charges, late payment fees, annual card membership fees, fund transfer amounts, cash advances and any other outstanding balances on your card (if any).

19. Communications

All notices, requests, instructions, demands and other communications may be served by personal delivery, ordinary post, facsimile transmission, short message service (SMS) or electronic mail to the cardholder's last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence of business) and/or facsimile or contact number as may be provided to the Bank or its solicitors and shall be deemed to be effectively served on the Cardholder if delivered by hand on the day of delivery, if served by ordinary post on the day immediately after the date of posting if sent by post in Singapore, and considered delivered five(5) days after the date of posting if sent outside of Singapore, or if sent by facsimile transmission or short message service (SMS) on the date of transmission. In this connection, the Bank shall not be liable in any way whatsoever to the cardholder for any loss or damage in the event that the aforesaid communication is received by a third party.

20. Certificates/Records

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

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

21. Indemnity

You indemnify us against any liability or loss arising from, and any costs, charges and expenses we incur (including legal costs on a full indemnity basis) in connection with:

- services we provide in connection with this agreement, or
 - our acting in good faith on instructions (including by fax, telephone or e-mail) purporting to originate, from you, or
 - you not performing your obligations, or
 - us exercising or attempting to exercise a right or remedy in connection with this agreement after you are in default (including appointing collection agents, or engaging solicitors to advise on the terms of this agreement or to resolve disputes, whether or not by court proceedings).
- We are not liable to you for any loss, damage, embarrassment, cost or expense of any nature:
- in connection with this agreement (including benefits or privileges available in connection with the PLC card account),
 - if we cannot perform for any reason (including because of failures in the

communication system, industrial disputes, Acts of God or anything beyond our control),

- in acting on instructions we believe emanate from you (including by fax, telephone or e-mail).

22. What happens if you breach any of these conditions?

If you breach any of these conditions or if we terminate any credit cards issued to you, we may do any or all of the following without prior notice to you:

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

Without prejudice to other remedies we may have by contract or in law.

23. Closing the PLC card account

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

24. Cancellation and return of cards

We may cancel any card and suspend or terminate the operation of the PLC card account at any time without notice for any reason. Without limiting the reasons why we may do so, this may happen if:

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

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

- we close the PLC card account, or
- we cancel the cards, or
- we request you to do so.

25. Payment on closure or cancellation

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

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

26. Set off

We may set off any amount due for payment by us to you against any amount due for payment by you to us. This applies irrespective of the accounts involved, where

they are located and whether you are liable to us jointly with any other person. If amounts are owed in different currencies we can convert them into a single currency at the rate we determine to enable the set off.

27. Disclosure of Information

27.1 To enable us to provide or consider whether to establish the PLC card account and provide you with related services, you must supply to us any information relating to you (including any information relating to you obtained from any credit bureau or its compliance committee or its MAS approved members or subscribers) (collectively, "Customer Information").

27.2 In the event we agree, at your request, to establish the PLC card account and provide the related services, you expressly authorise (i) us to transfer and disclose any Customer Information to any credit bureau approved or gazetted by the Monetary Authority of Singapore ("MAS") of which we are a member or subscriber (or to its compliance committee) and/or any other member or subscriber that has been approved by the MAS; (ii) any credit bureau to disclose Customer Information to us and any of its members or subscribers to enable us and such members or subscribers to assess your creditworthiness; and (iii) us to use, store and transfer (whether within or outside Singapore) and/or exchange any Customer Information to or with any member of the HSBC Group and any such persons as we may consider necessary (including persons described in our general policy on disclosure of information, as set out in statements, circulars, notices or other terms and conditions made available by us to you from time to time), for any and all purposes in connection with such PLC card account and services and/or for the purpose of promoting, improving and furthering the provision of other financial services by us and any member of the HSBC Group to you generally and/or any other purposes.

27.3 You acknowledge and agree that, where we consider it necessary or appropriate, we may transfer any Customer Information to any service provider (whether situated in or outside Singapore), under conditions of confidentiality imposed on such service provider, for the purpose of data processing or providing any service on behalf of us to you.

27.4 You acknowledge that we or an overseas service provider may, in certain circumstances, be required to, and you agree that we or the overseas service provider may, disclose Customer Information to third parties. Those circumstances include us or that overseas service provider being compelled to disclose Customer Information pursuant to any court order, police investigation and criminal prosecution for tax or other offences.

27.5 You agree to provide us with such assistance as may be necessary (including, where relevant, the provision of identification documents) to enable us to comply with our obligations under all applicable laws, rules and regulations to identify our cardholders for anti-money laundering and counter-terrorism financing purposes.

28. Variations to these conditions

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

29. Notices, other communications and service of documents

29.1 Notices, certificates, consents, approvals and other communications in connection with this agreement must be in writing or in any other form permitted by it.

29.2 Communications to you may be:

- given personally, or
- left at your residential or business address last known to us, or
- sent by post to your postal or residential or business address last known to us, or
- sent by fax to your residential or business fax number last known to us, or
- given in any other way permitted by law.

29.3 A communication is taken to be given:

- in the case of a communication given personally – on the date it bears or the date it is received by the person to whom it is addressed, whichever is the later, or
- in the case of a communication sent by post – on the date it bears or the date immediately after posting, whichever is the later, or
- in the case of a communication sent by fax or some other form of electronic transmission - on the date it is sent.

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

30. How we may exercise our rights

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

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

31. Severability

If the whole or any part of a provision in this agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This condition has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

32. Supersedes previous terms

This agreement supersedes any other agreement with you in connection with the card. It continues even if the card account is terminated.

33. Applicable law

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

Issued by The Hongkong and Shanghai Banking Corporation Limited, which is incorporated in the Hong Kong SAR with limited liability.

Disclaimer: All information is correct at time of printing. For latest and full set of terms and conditions, please visit www.hsb.com.sg. Printed on environmentally friendly paper.

The Choice Card

terms and conditions

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