

The HSBC Platinum Card
Cardholder's Agreement



The world's local bank

The HSBC Platinum Card Cardholder's Agreement

Important: Before you use the HSBC Platinum card, please read the Cardholder's Agreement printed below carefully. By signing or using the Card(s), you are deemed to have read, understood and accepted each and every term and condition set out below and will be bound by them.

1. Agreeing to these conditions of use

The first time you sign a card or an acknowledgement receipt or authorise a transaction on the 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) or if you intend to leave or will be absent from Singapore for more than one (1) month or if a linked account is closed.

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 and PIN at any time.

All cards are subject to these conditions.

5. Privacy

If any supplementary cardholder operates the card account, the primary cardholder agrees that the supplementary cardholder may use the card account and have access to 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 card account to any of you supplementary cardholders.

6. Supplementary cardholders

6.1 Issuing supplementary cards

You, the primary cardholder, may nominate an unlimited number of persons to be issued supplementary cards linked to your card account. If approved by us, we will issue supplementary card/s linked to your 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 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 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 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; and
- 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 and PINs

You shall at all times ensure that cards and any record of PINs are not misused, disclosed, lost or stolen.

You must:

- sign your card as soon as you receive it;
- not record your PIN on your card or on any article normally carried with your card and which is liable to loss or theft with your card;
- not permit any other person to use your card;
- not disclose your PIN or make it available to any other person (including a family member or one of our staff);
- use care to prevent anyone else seeing your PIN being entered in a terminal; or
- observe such security tips as we may notify from time to time.

8. Lost cards or PIN revealed (WEF 1 Nov 2009)

You must inform us immediately if any card is lost or stolen or you suspect that a PIN is known to someone else or you suspect any unauthorised telephone, mail

or Internet use of the 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 or the PIN is disclosed, 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 or PIN disclosed;
- (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, stolen or PIN disclosed you will not be liable for any Card Transaction effected after we have received your notification of such loss, theft or disclosure.

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.

You must not use your PIN after reporting to us that it has been disclosed.

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

9. Credit limit

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

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

If the balance owing on the account exceeds the 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 credit limit, no increase shall be effective until we actually notify you of such approval.

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

10. Using the card

10.1 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 (such as shops, restaurants and theatres) in Singapore and overseas where the "Visa" sign is displayed. 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 credit limit.

You must inform merchants who have accepted periodic payments for goods and services via the card under an agreed standing arrangement in the event of closure of the card account or change of your card account particulars.

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 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 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.

You shall not use the card for any transaction which is illegal or prohibited by the laws of the country in which such transaction takes place or the laws of your country of residence.

10.2 Using the card to obtain cash

We may allow you to use your card at an ATM. If so, we will issue you a PIN. We can change, de-activate or revoke a PIN at any time and need not notify you beforehand.

You can use your card to obtain cash advances from the card account or to make cash withdrawals from any linked account.

We do not warrant that an ATM will always have money available and are not responsible for any loss suffered because money is not available at an ATM for any reason whatsoever.

The money you have withdrawn is at your risk from when it becomes visible or available to you at an ATM.

Use of an ATM is subject to our ATM Terms and Conditions. We may impose a limit on the amount you can obtain at ATM on any one transaction or day.

- cash advances

You can use the card in combination

with your PIN to obtain cash advances from any ATM subject to limits set by us. Cash advances are debited to the card account.

- **cash withdrawals**

You can use your card and PIN at any ATM to access your linked accounts. You can therefore obtain cash withdrawals from a linked account in accordance with the conditions applying to that account. The cash withdrawals are debited to the linked account. Cash withdrawals outside Singapore are subject to applicable foreign exchange regulation.

Cash withdrawals debited to a linked account are subject to fees levied by us from time to time.

11. Using the ATM

When you use the card and PIN at an ATM, you authorise us to act on the instructions entered into the terminal.

If it is not possible to carry out the instructions you give through an ATM on the card account, the transaction will not be accepted.

12. Processing transactions

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

We are not bound by any statement issued by an ATM as to the amount of any deposit of cash or cheques. We will verify the deposit later and our finding is binding on you.

We may adjust debits and credits to the 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).

13. How we process transactions if you use the card outside Singapore

Where applicable, card transactions in US dollars shall be converted to the currency of the card account. For card transactions denominated in a foreign currency other than US dollars, the Bank shall be entitled to convert the currency of the card transaction into US dollars before converting to the currency of the card account. All conversions shall be based on the wholesale foreign exchange rate determined by the Visa/MasterCard card associations on the day the bank receives the transaction, also known as the transaction posting date. We may agree with Visa and MasterCard to settle with them in the currency of the card account at a time and rate set by them. The Bank also charges an administrative fee for such card transactions at a rate of up to 1.5% of the transaction amount plus any other fees levied by the respective card associations. All transactions are listed in your monthly statements in the currency of the transaction and the currency of the card account.

14. Rewards programme

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

15. What you must pay

We may debit the 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 remote access;
- cash advances;
- interest charges;
- government taxes, duties and charges, if any, payable by us in connection with the card account (e.g. 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).

16. Statements and monthly payments

We will send the primary cardholder a monthly statement (not always on the same day of each month) if the card 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 17) are payable if you do not pay the entire outstanding balance). The minimum payment is:

- 3% of the outstanding balance; or
- fifty dollars in the currency of the account

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 late 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 card 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.

17. Finance charges

17.1 Card transactions other than cash advances

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.

17.2 Cash advances

For each cash advance debited to the card account we levy a finance charge and a cash advance fee of such rate and amount to be determined by us.

17.3 General

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

17.4 Credit balances

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

18. 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 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 sole discretion to vary them at any time without giving any reason.

All fees and charges are payable before and after judgement.

All fees are non-refundable.

19. Payments

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

You must pay in the currency of the card account.

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.

20. What happens to payments we receive?

Payments to the card account are applied in the following order of 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. Payment for fund transfer amounts will be applied first to balances with the lowest promotional interest rate.

21. 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.

22. Certificates/Records

A certificate signed by one of our officers stating that an amount is due from you to us in respect of the 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.

23. 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 email) 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 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); or
- in acting on instructions we believe emanate from you (including by fax, telephone or email).

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

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

- suspend or terminate the card account;
- cancel any card; or
- require the return of any card and payment of the balance owing on the card account, without prejudice to other remedies we may have by contract or in law.

25. Closing the card account

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

26. Cancellation and return of cards

We may cancel any card and suspend or terminate the operation of the 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 card account (cut cross-wise in half for your protection) immediately if:

- we close the card account; or
- we cancel the card; or
- we request you to do so.

27. Payment on closure or cancellation

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

- return all cards; and
- pay the balance owing on the card account (including amounts for transactions not yet processed, accrued interest charges not yet debited, government taxes and duties, if any, and other charged 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 all returned cards.

28. Closure of HSBC Secured Card

For any cancellation/termination of HSBC Secured card, the secured moneys shall be released 30 days after such cancellation/termination.

29. Set off

We may set-off and transfer any monies standing to the credit of any of your account(s) maintained with us in Singapore or elsewhere in or towards satisfaction of any of your liabilities to the Bank in Singapore or elsewhere whether such liabilities be actual or contingent, primary or collateral and several or joint, including

any liabilities under the card account(s).

30. Disclosure of Information

30.1 To enable us to provide or consider whether to establish the card account and provide you with related services, you must supply to the Bank 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").

30.2 In the event we agree, at your request, to establish the 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 Confidential 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 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 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.

30.3 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.

30.4 You acknowledge that us or an overseas service provider may, in certain circumstances, be required to, and you agree that it 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.

30.5 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 its obligations under all applicable laws, rules and regulations to identify its card account holders for anti-money laundering and counter-terrorism financing purposes.

31. 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 on our website, 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.

32. Notices, other communications and service of documents

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

32.2 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.

32.3 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 it is 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.

32.4 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.

33. 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.

34. 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.

35. 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.

36. Applicable law

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

Important words

- **ATM** means an automated teller machine that accepts the card (including machines belonging to the Visa/Plus ATM Network, the MasterCard/Cirrus ATM Network) and the shared atm⁵ network in partnership with MasterCard.
- **balance owing on the card account** means at any time, the difference between all amounts credited and all amounts debited to you under the 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.
- **card** means the Bank's VISA Platinum card we issue to you for use on the card account. It includes replaced or renewed cards.
- **card account** means the account for the respective cards maintained with the Bank.
- **card carrier** means the personalised card package prepared for the primary or supplementary cardholder, as applicable, setting out details of the card account and other information.
- **linked account** means any account linked to the card other than the card account.
- **PIN** means a personal identification number used in conjunction with a card.
- **primary cardholder** means the person named as the primary cardholder in the card application form and/or the appropriate card carrier.
- **atm⁵** means the shared ATM network operated by us, Citibank, Maybank, Standard Chartered Bank, State Bank of India and The Royal Bank of Scotland in Singapore.
- **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 combined use of a card and a PIN or by 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.

Important

To gain access to the convenience of electronic banking terminals, you will initially be assigned a computer-generated Personal Identification Number (PIN). You should change this computer-generated PIN on your first use of your card at an HSBC automated teller machine.

This document details the respective rights and obligations, for yourself and HSBC, and offers guidance on the proper and safe use of credit cards and electronic banking services.

You must read this document carefully and retain it for your future reference. If you do not understand any part of it, please contact our HSBC Platinum Hotline on 1800-227 6868. We will be happy to explain any matter to you.



Call our 24-hour HSBC Platinum Hotline on 1800-227 6868
Click hsbc.com.sg

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