

HSBC Business Debit Card Terms and Conditions - UAE

Business Debit Card(s) are issued in accordance with these HSBC Business Debit Card Terms and Conditions (the "Terms") and the General Terms and Conditions and are the property of HSBC Bank Middle East Limited (UAE branch).

HSBC Bank Middle East Limited (UAE branch), HSBC Tower, PO Box 66, Dubai, United Arab Emirates

Global Liquidity & Cash Management (GLCM) Helpdesk Number: Call 800 4407 (inside the UAE) or +971 4 366 9001 (from overseas) (available 24 hours).

The latest version of these Terms and our Tariff of Charges are available at <https://www.business.hsbc.ae/en-gb>

1. Definitions

Capitalised terms in these Terms shall have the following meanings:

- ▶ **Account** means the account linked to the Debit Card nominated in the Application Form that will be debited following a transaction.
- ▶ **Application Form** means any application form(s) relating to Business Debit Cards.
- ▶ **ATM** means Automated Teller Machine.
- ▶ **Bank** means HSBC Bank Middle East Limited (UAE Branch).
- ▶ **Cardholder** means the nominated individual(s) who are authorised to use the Debit Card to operate the Account.
- ▶ **Customer** means the Customer referred to in the Application Form.
- ▶ **Debit Card** means each debit card provided to the Cardholder by the Bank linked to an Account.
- ▶ **Delegation of Authority** means where a Customer delegates specific limited actions with regard to the use of Commercial Cards to an individual by completing a delegation of authority form.
- ▶ **General Terms and Conditions** means the Bank's Corporate General Terms and Conditions available at <https://www.business.hsbc.ae/en-gb> (as amended by the Bank from time to time) or any other applicable account documentation agreed between the Bank and the Customer.
- ▶ **PIN** means personal identification number and is the security activation code linked to each and any of your cards.
- ▶ **Tariff of Charges** means the Bank's Corporate Banking Tariff of Charges (as amended from time to time) and available at the Download Centre within the Tools and resources section at the bottom of the page located at the following link: <http://www.business.hsbc.ae/en-gb/>
- ▶ **Unauthorised Transactions** means transactions made by a person not authorised by the Company or someone who gets possession of a Debit Card and/or PIN after they are lost or stolen until such time this is reported to the Bank.

2. Use of the Debit Card

- 2.1 The Debit Card can be used with the PIN selected by the Cardholder in any electronic platform that accepts the Debit Card for deposits, withdrawals, purchases, transfers of funds between accounts, payments, point-of-sale and on-line transactions and balance verification.
- 2.2 The Customer is responsible for paying any fees and charges that other institutions levy to use their ATMs, and if other ATMs allow Cardholders to withdraw foreign currency then the Bank will not be responsible for the exchange rate that is applied.
- 2.3 The Bank will not be responsible if a Cardholder is unable to use a Debit Card in any other institution's ATMs. In addition, there may be particular countries where, due to local legal, regulatory or international financial sanctions reasons, a Debit Card cannot be used.
- 2.4 If a payment is made using a Debit Card from an Account in a currency other than the currency of such Account, the Bank will convert the amount of the payment into or from the currency of such Account (as appropriate) at our prevailing exchange rate at the time of such payment and charge a foreign currency processing fee (as per the Tariff of Charges).



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- 2.5 The Bank will set a daily maximum cash withdrawal limit each Debit Card as stated in the Application Form. The Customer can find out more about how to change the daily maximum cash withdrawal limits for our Debit Cards by contacting our call centre.
- 2.6 The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Debit Card or ATM arising out of your mistake, the temporary insufficiency of funds in such machines or otherwise, howsoever arising.
- 2.7 The Customer understands that Cardholders do not have the right to stop payment on any point-of sale transaction or any ATM transaction performed or authorised by a Cardholder.
- 2.8 The Debit Card must not be used for unlawful purposes, including purchasing goods or services which are illegal in the United Arab Emirates or elsewhere or for any purposes that would involve a breach of international financial sanctions. If the Bank believes that a Cardholder has used a Debit Card in this way, the Bank may take such actions as it considers necessary, including blocking particular transactions, blocking any Debit Card or closing the Account.
- 2.9 If a Cardholder makes an unlawful purchase, the Bank may take any of the actions listed in Section 2.8 above, and may report the Customer and the Cardholder to the relevant authorities. The Customer is responsible for any unlawful use and may be required to reimburse the Bank or Visa for any losses incurred as a result of the misuse of the Debit Card.
- 2.10 If the Customer gives a Debit Card and PIN to someone, the Customer is responsible for any transactions that person makes until the Bank is notified that the person no longer has permission to make those transactions, and Customer will also be responsible for any Unauthorised Transactions.
- 2.11 Where applicable the Cardholder must sign a sales slip, cash advance slip or mail order coupon whenever the Debit Card is used and should preserve a copy of the same. Copies of sales or cash advance slips may be provided at the sole discretion of the Bank subject to an additional charge. Provision of a copy of a sales voucher may take a minimum of 45 Business Days subsequent to the Customer's written request to the Bank. The Cardholder's failure to sign any sales slip, cash advance slip or mail order coupon will not relieve the Customer from liability to the Bank in respect thereof.
- 2.12 Any request by mail or telephone made by the Cardholder to the merchant for the supply of goods and/or services to be charged to the Debit Card shall constitute authority for the merchant to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, if endorsed "Mail Order" or "Telephone Order" as the case may be, shall be treated as having been duly signed by the Cardholder.
- 2.13 The loss or theft of the Debit Card(s) must be reported to the Bank's immediately upon discovery by either the Cardholder or anyone who has a Delegation of Authority.
- 2.14 The Customer must cooperate with the Bank and the police with regard to any lost or stolen Debit Cards, and to investigate any Unauthorised Transactions. If the Customer is asked to report Unauthorised Transactions to the police, this must be done immediately and in any event within seven days of being asked. If the Customer or the Cardholder recover the Debit Card, it must not be used and it must be returned to the Bank.

3. Security procedures:

- 3.1 The Bank is authorised to accept payment instructions using the Debit Card and PIN associated with the Debit Card. The Bank's General Terms and Conditions apply to payments and funds transfers using the Debit Card and PIN. Any transaction shall be deemed authorised by use of the Debit Card and PIN and the Bank shall be entitled to pay funds from the Account and charge a fee for the service (as per the Tariff of Charges) regardless of by whom or by what means the Debit Card and PIN were used.
- 3.2 When a Debit Card transaction is made on the internet with organisations who participate in Verified by Visa® or MasterCard SecureCode™ (designed to prevent fraud), the Cardholder may be invited to register for this service. If the Cardholder does not do so, as part of the Bank's fraud prevention measures the Bank may not authorise further internet transactions by the Cardholder with participating organisations.

4. Overdrafts:

- 4.1 The Customer understands that using a Debit Card may make the Account overdrawn if there are insufficient funds in the Account to cover the transaction.
- 4.2 If any overdraft does occur, the Customer will pay the Bank such amount promptly. But if the Customer has an agreement with the Bank to cover overdrafts in an Account, the Customer may create overdrafts as provided in that agreement. However, the Bank do not have to permit or cover any overdraft which exceeds the limits provided for in the overdraft agreement.

5. Receipts and Statements:

- 5.1 The Cardholder may receive a receipt showing the details of each transaction. That receipt will be written evidence of the request or order for the transaction which it describes. The Customer agrees that the Bank does not need to return the original or a copy of any sales draft or cash withdrawal draft originated by proper use of a Debit Card. Transactions will also be shown on the Customer's periodic statements.
- 5.2 The Bank's records of transactions processed by the use of the Debit Card at an ATM or electronically shall be conclusive and binding for all purposes. If the Customer wishes to dispute a transaction, the Customer must call the Bank within 30 days of the last Account statement date.
- 5.3 The Customer shall notify the Bank, as soon as practicable and in any case within 30 days of delivery of a statement of account or report of transactions, of any errors (including any errors arising as a result of fraudulent or Unauthorised Transactions) in that statement or report. If notice is received by the Bank after this time period, the Bank shall not be responsible for any Loss resulting from the delay by the Customer in providing such notice.

6. Customer information:

The Company authorises the Bank to disclose information concerning the Cardholder to such persons as the Bank may see fit, including any member of the HSBC Group and any regulator or other authority applicable to it. Further details about how we will deal with Customer information is addressed in the General Terms and Conditions.

7. Cancellation:

The Debit Card(s) remain the Bank's property and the Bank can suspend or cancel it (them) at any time without notice to the Customer.

8. Fees and Charges

- 8.1 The Customer shall pay to the Bank fees, costs, charges, interest and expenses in connection with using Debit Cards. These will be the Bank's standard fees and charges as set out in the Tariff of Charges unless the Bank separately agrees different fees and charges with the Customer. Unless otherwise stated, all amounts payable pursuant to this clause are exclusive of value added, sales, use, goods and services, business, stamp or any similar taxes or duties that may be applicable. All such taxes or duties will be applied in accordance with applicable legislation and the Bank will issue valid invoices or other documents as appropriate. Payment of all amounts due pursuant to this clause will be made clear and free of any deduction or withholding for or on account of tax, set-off, counterclaim or other charges so the Bank receives such amounts in full. If a deduction or withholding for or on account of tax is required to be made by law, the payment shall be increased to an amount which after making any deduction or withholding leaves an amount equal to the payment which would have been made if no withholding or deduction had been required. The Customer shall make any payment required in connection with such tax deduction or withholding within the time allowed by law.
- 8.2 The Customer agrees and confirms that the Bank may amend the Tariff of Charges as set out in the General Terms and Conditions.

9. Variation

- 9.1 The Bank reserves the right, at any time, to vary or amend the terms of this Agreement or to introduce new terms. Any such variations or amendments will become effective and binding on the Customer on the first use of the Debit Card. The Bank will post any amendments to these Terms on the Bank's website at <https://www.business.hsbc.ae/en-gb>. If the Customer is unwilling to accept any such variations or amendment, the Customer must return the Debit Card(s) to the Bank for cancellation.
- 9.2 Notwithstanding clause 9.1 above, the Customer hereby agrees and confirms that the Bank may make any amendments to these Terms where such amendments are, in the Bank's sole opinion, required in order to comply with any law or regulation and any such amendments shall become effective immediately without any prior notice to the Customer.

10. Entire Agreement

These Terms together with the General Terms and Conditions and any procedures issued by the Bank for the provision of the Debit Card shall comprise the entire agreement between the Bank and the Customer in respect of the subject matter hereof. In the event of any conflict between these Terms and the General Terms and Conditions, these Terms shall take precedence but only to the extent of the conflict.

11. Severability

If any provision of these Terms is or proves to be or becomes illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed deleted from these Terms and the legality, validity and enforceability of the remaining provisions of the Terms shall not be in any way affected.

12. Applicable law

12.1 These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of the Emirate of Dubai and to the extent applicable therein, the Federal Laws of the UAE.

12.2 The parties submit to the non-exclusive jurisdiction of the Dubai Courts (excluding the DIFC Courts).