

## **Revision of HSBC Bank Malaysia Berhad (“HSBC Bank”) Universal Terms and Conditions**

Dear valued customers,

We would like to inform that our Universal Terms and Conditions for HSBC Bank will be updated and revised respectively.

The effective date of the revised Universal Terms and Conditions (January 2019 Edition) for HSBC Bank are as follows:

07 January 2019 for all new customers of HSBC Bank

28 January 2019 for all existing customers of HSBC Bank as at 07 January 2019.

### **HSBC Bank Universal Terms and Conditions**

Amendments to the Cardholder Agreement are as follows:

#### 1. Cardholder Agreement

a. Addition of Clause 4(e) in Section C, Usage of Credit Card,

*C. Usage of Credit Card*

*(e) For mobile card transactions which are credit card transactions performed through the Cardholder's mobile wallet, the terms and conditions in Appendix 1 (Terms and Conditions for Mobile Wallet) in this Cardholder Agreement shall apply.*

b. Addition of Appendix 1 on HSBC Bank Malaysia Berhad (“HSBC Bank”) Terms and Conditions for Mobile Wallet.

#### ***HSBC Bank Malaysia Berhad (“HSBC Bank”) Terms and Conditions for Mobile Wallet***

*The following terms and conditions apply when you add your HSBC Bank Credit Card ("Card") to a Mobile Wallet of your Eligible Device. A Mobile Wallet refers to any service which allows the use of your Card in an electronic format without presenting the physical Card such as but not limited to Samsung Pay.*

*IMPORTANT! Before you register, add, activate and use your Mobile Card within a Mobile Wallet, please read these Terms and Conditions and the HSBC Bank Credit Card Cardholder Agreement (“Cardholder Agreement”) carefully. By registering, adding, activating and using your Mobile Card within a Mobile Wallet, you will be considered to have accepted these Terms and Conditions and the Cardholder Agreement and will be bound by them. The terms used in these Terms and Conditions, unless elsewhere defined, are defined at the end.*

## **1. Terms and Conditions to supplement the Cardholder Agreement**

(a) The Cardholder Agreement applies to your Card. References in the Cardholder Agreement to “Card” include your Mobile Card.

(b) These Terms and Conditions supplement the Cardholder Agreement and, together, they govern your Mobile Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Cardholder Agreement concerning the use of your Mobile Card, the provisions of these Terms and Conditions prevail.

(c) You may need to agree to separate terms with the Mobile Wallet Provider, which governs the registration and storage of your Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the Cardholder Agreement.

## **2. Registering, adding and activating Mobile Card**

(a) You are eligible to add a digital version of a Card (i.e. Mobile Card) in your Mobile Wallet if your Card account is in good standing in accordance with HSBC Bank requirements and standards.

(b) Prior to adding the Mobile Card in the Mobile Wallet, the physical Card must be activated.

(c) You may add a Mobile Card in your Mobile Wallet by following the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet. You acknowledge that the Mobile Wallet Provider has the right to decline the addition of your Mobile Card or to suspend, delete or reactivate a Mobile Card added in the Mobile Wallet. We shall not be liable if you are unable to add a Card on a Mobile Wallet for any reason.

(d) By registering a Mobile Card in your Mobile Wallet, you consent to us sending you an SMS message for verification and activation purpose based on your mobile number registered with us. For Supplementary Card registration, the SMS message will be sent to the Supplementary Cardholder mobile number registered with us. If we do not have a record of your mobile number, we will not be able to send an SMS message to you. In such scenario, you will need to call us on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile Card.

(e) The Mobile Wallet Provider may limit the number of Mobile Cards that you may add in one Mobile Wallet from time to time. We may limit the number of Eligible Devices in which the same Mobile Card can be added from time to time and you should refer to our latest communications regarding such limit.

(f) One (1) Mobile Card can only be added one (1) Mobile Wallet on one (1) device. Adding the same Mobile Card to the same Mobile Wallet on a different device is not allowed.

(g) You agree and acknowledge that you are responsible for removing and disabling your Mobile Card in your Mobile Wallet before servicing your Eligible Device, or if your Eligible Device is no longer in use by you, lost, stolen or compromised and/or you are no longer the owner of your Eligible Device.

## **3. Use of Mobile Card**

(a) You may make and authorise transactions with your Mobile Card where Mobile Wallet is accepted for payment. We will not be responsible if any retailer refuses to accept your Mobile Card.

(b) To make and authorise a transaction, open your Mobile Wallet app and tap your Eligible Device on a Visa payWave or MasterCard contactless reader or terminal (“contactless reader”), and verify your identity via biometric or Mobile Wallet PIN as the Cardholder as determined by the Mobile Wallet Provider.

(c) You cannot use your Mobile Card for cash withdrawals or cash advance over the counter. A Mobile Card cannot be linked to a bank deposits account.

(d) Your Mobile Card may be used for purchase not exceeding RM250 per transaction or such other amount which we may be specified from time to time. The limit per transaction may vary from country to country.

(e) For Mobile Card transactions exceeding RM250, you will be required to insert your Card PIN to authorise the transaction.

(f) All Mobile Card transactions are treated the same as contactless card transactions. Therefore, all terms applied to contactless card transactions in Cardholder’s Agreement shall apply to all Mobile Card transactions.

## **4. Card Account and credit limit**

(a) Your physical Card and in its digital version (i.e. Mobile Card) constitute one and the same Card and share the same Card Account.

(b) All Mobile Card Transactions will be billed to the same Card Account and appear in the same Card statement as your physical Card. There will not be a separate Card statement for your Mobile Card Transactions.

(c) You can view the Mobile Card related information, such as transaction history, through the Mobile Wallet. You acknowledge and accept that some of the listed transactions may be authorising transactions, which are temporary and are subject to reversal (e.g. low value authorisation for your verification and pre-authorisation at (but not limited to) petrol stations and hotels).

(d) You agree and acknowledge that any information pertaining to your Mobile Card as displayed on your Mobile Wallet may not necessarily reflect or indicate transactions that are yet to be processed and updated and therefore, should not be taken as conclusive. Only Mobile Card Transactions displayed in the Card statement shall be taken as conclusive.

(e) Your physical Card and your Mobile Card share the same credit limit set for the Card Account. There will not be a separate credit limit for your Mobile Card.

## **5. Acknowledgment of risk and your responsibility**

(a) You acknowledge and accept the risk of incurring any loss which may arise from or in connection with unauthorized transactions made on your Mobile Card. It is your responsibility to take security measures as we or the Mobile Wallet Provider may recommend from time to time, including the following:

i. take reasonable precautions to keep Card details and security details relating to your Mobile Card, Mobile Wallet and Eligible Device (including your Device Passcode, fingerprint and/or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of them;

ii. safeguard your Mobile Card, Mobile Wallet and Eligible Device and keep them under your personal control at all times;

iii. DO NOT allow anyone else to use or log on to your Eligible Device and Mobile Wallet;

iv. DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device;

v. DO NOT choose obvious numbers as Device Passcode (such as Identity Card number, date of birth, telephone number, number with same digits or others that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or write down or keep your Device Passcode close to your Eligible Device;

vi. DO NOT install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device);

vii. change the Device Passcode regularly and use alphanumeric code for Device Passcode;

viii. if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;

ix. delete your Mobile Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be serviced or repaired;

x. remove the Mobile Card from the Mobile Wallet upon termination of your Mobile Credit Card as provided in Clause 10.

(b) You are fully responsible for any disclosure of your Card Details, Device Passcode or other security details relating to your Eligible Device, Mobile Wallet and Mobile Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Card being used by unauthorised persons or for unauthorised purposes.

(c) You have to use an Eligible Device of a type or model specified by us from time to time to register, add and use Mobile Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device with 3 days' prior notice.

(d) You will require internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, add and use your Mobile Card in your Mobile Wallet. You are responsible for any amount which may be charged by your mobile carrier and/or internet service provider and you agree to be solely responsible for such fees and charges.

## **6. Loss, theft or misuse**

*Report promptly*

*(a) You must notify us straight away and request that we deactivate your Card by calling our Customer Service Hotline at 1300-88-1388 (for HSBC Bank Malaysia Credit Cards) or 1300-88-9393 (for HSBC Premier Credit Cards) if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Card or Eligible Device, or if you believe someone else has used your Mobile Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile Card or the security of your Card, Mobile Card, Mobile Wallet or Eligible Device has been compromised in any manner. If you report loss, theft, disclosure or unauthorised use of your Mobile Card or Eligible Device in accordance with Clause 6, you shall not be liable for the disputed Mobile Card transaction unless you are proven to have:*

- i. acted fraudulently;*
- ii. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Mobile Card;*
- iii. left the Mobile Card unattended, in places visible and accessible to others, except at your place of residence. However, you are expected to exercise due care in safeguarding the Mobile card even at your own place of residence; or*
- iv. voluntarily allowed another person to use the Mobile Card.*

## **7. Limitation of our liability**

*(a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible Eligible Device. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We have no control over the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet, or your inability to use the Mobile Wallet for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile Card).*

*(b) We are not liable to refund you for any unauthorised transactions where we are able to prove that appropriate security measures were not applied including those provided*

## **8. Your Personal Data**

*By registering, adding and using the Mobile Card in your Mobile Wallet, you agree and acknowledge that certain Card account information (related to usage of the Card on your Mobile Wallet) may be transmitted to and stored within your Eligible Device and/or SIM card, with the Mobile Wallet provider and/or on the system of a third party working with the Mobile Wallet Provider, for purposes of the Mobile Wallet. Such information may be used by the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider. We shall not be responsible and have no control over the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider and/or third party working with the Mobile Wallet Provider. It is your responsibility to understand and accept the privacy policy of and any agreement you may have with the Mobile Wallet Provider and/or third party working with the Mobile Wallet Provider before you register, add or use the Mobile Card in your Mobile Wallet.*

## **9. Fees and charges**

*(a) All applicable interest, fees and charges that apply to your Card will also apply to the Mobile Card.*

*(b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, internet service provider, retailer or the Mobile Wallet Provider for or in relation to your adding, activating or using the Mobile Card or for making transactions using your Mobile Wallet and the Mobile Card.*

## **10. Termination of Mobile Card**

*(a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Card from the Mobile Wallet should you wish to terminate the Mobile Card. Termination of the Mobile Card will not terminate the physical Card unless you also terminate it in accordance with the Cardholder Agreement.*

*(b) If you are a primary Card cardholder, you cannot terminate the Mobile Card of the Supplementary Cardholder without terminating the physical Supplementary Card.*

*(c) If you are a primary Mobile Card cardholder:*

- i. termination of primary physical Card will automatically terminate the primary Mobile Card and supplementary Mobile Card(s) (if any);*

- ii. termination of primary Mobile Card will not automatically terminate any supplementary Mobile Card(s).
- (d) We have the rights to suspend, freeze or terminate your Card under the Cardholder Agreement. These rights will be extended to your Mobile Card. Your Mobile Card will be suspended, frozen or terminated at the same time if your physical Card is suspended, frozen or terminated under the Cardholder Agreement. You agree that we will not be liable to you or any third party for any suspension, freezing or termination of your use of any Card or Mobile Card.
- (e) We will also have the right to suspend, freeze or terminate the use of a Mobile Card if your Mobile Wallet has been suspended, frozen or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 6(a).
- (f) Upon termination of Mobile Card whether by you or by us, you must remove the Mobile Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Card or the Mobile Wallet from your Eligible Device.
- (g) You are responsible for all Mobile Card Transactions whether or not authorised by you unless and until you have removed the Mobile Card from your Mobile Wallet and Eligible Device upon termination.
- (h) Termination of the Mobile Card on its own will not affect the physical Card which will continue to be governed by the Cardholder Agreement.

### **11. Variation of this Terms and Conditions**

We have the right to vary these Terms and Conditions from time to time with 21 days prior notice. You will be bound by a variation unless your Mobile Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 10 before the date on which that variation takes effect.

### **12. Governing law, jurisdiction and version**

- (a) These Terms and Conditions are governed by and will be construed according to laws of Malaysia.
- (b) You submit to the non-exclusive jurisdiction of the courts of Malaysia.

### **13. General matters**

If you have any questions or complaints about your Card, please contact us at 1-300-88-1388 (for HSBC Bank Malaysia Credit Cards) or 1300- 88-9393 (for HSBC Premier Credit Cards) . If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

#### **Definition**

**Supplementary Cardholder** means a Supplementary Cardholder referred to in the Cardholder Agreement.

**Card Account** means the Card Account referred to in the Cardholder Agreement.

**Cardholder Agreement** means the HSBC Bank Credit Card Cardholder Agreement governing the supply and use of your Card, as may be amended from time to time.

**Device Passcode** means the access passcode of your Eligible Device.

**Eligible Device** means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile Card can be registered and added, as designated by us from time to time.

**Mobile Card** means a digital version of your Card which you add in the Mobile Wallet on your Eligible Device

**Mobile Card Transaction** means any transaction made using your Mobile Card.

**Mobile Wallet** means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Card is added.

**Mobile Wallet Provider** means provider of the Mobile Wallet, as designated by us from time to time.

**these Terms and Conditions** means these terms and conditions as may be amended from time to time.

**we, us, our or HSBC** means HSBC Bank.

**you or your** means or refers to the primary cardholder and/or the supplementary cardholder.

Issued by HSBC Bank Malaysia Berhad (Company No. 127776-V)

The amended Universal Terms & Conditions for HSBC Bank Malaysia Berhad is available [here](#).