

# HSBC Business Credit & Debit Card

Conditions of Use

The use of the HSBC Bank Malta p.l.c. VISA Business Credit Card and VISA Business Debit Card & PINs are governed at all times by (i) the General Terms and Conditions – Accounts (in case you are a ‘micro-enterprise’ as defined in paragraph 3 of the Business Promotion Regulations, 2000); or the General Terms and Conditions (Corporate Opt-Out) – Accounts (in case you exceed the thresholds established for ‘micro-enterprises’ under the Business Promotion Regulations, 2000) (the “General Terms”), (ii) by these Card Conditions of Use as well as by (iii) the Card Standard Account Fees brochure which form part of these Card Conditions of Use.

In these Card Conditions of Use:

**“Account”** means an account which is required to be maintained in your name for recording all transactions in relation to this contract including but not limited to the VISA Business Credit Card. In relation to a VISA Business Debit Card, “Account” refers to a savings and/or current Account which can be directly accessed by the said Debit Card.

**“Additional Card”** means a Card issued to an “Additional Cardholder” under Clause 2.8.

**“Additional Cardholder”** means a person authorised by the Principal Account Holder to operate his/her Account in terms of Clause 2.

**“Additional User”** means a person authorised to hold a Card with restricted facilities.

**“Additional User Card”** is a Card made available to an Additional User.

**“ATMs”** means automatic teller machines at which your card will be accepted, which may be operated by us or by someone else; and

**“Card”** means the VISA Business Credit or Debit Card/issued by us and any other card issued in the future which bears the same, similar or enhanced characteristics of the cards named here, collectively referred to as the “Cards”.

**“Card Scheme”** means VISA Europe.

**“Card transaction”** refers to any payment made for goods and/or services or cash withdrawn from a bank (including over the counter cash advances and/or ATM withdrawals) obtained by the use of the Card or Card number.

**“Credit Card”** refers to the VISA Business Credit Card and any other card provided by us in the future which bears the same, similar or enhanced characteristics of the card named here.

**“Credit Limit”** means the maximum debit (borrowed) balance permitted on the VISA Business Credit Card Account as determined and notified to you by us from time to time.

**“Debit Card”** refers to the VISA Business Debit Card and any other card provided by us in the future which bears the same, similar or enhanced characteristics of the card named here.

**“PIN”** means the Personal Identification Number issued (or changed by you) for use with the Card.

**“Principal Account Holder”** means you as the customer(s) in whose name(s) the Account is held. The customer(s) can be an individual person or a corporate entity. Where you consist of one or more persons, ‘you’ means all or any one of you, and your liability under these Card Conditions of Use is joint and several.

The terms used in these Card Conditions of Use, unless defined herein or the context otherwise requires shall bear the same meaning assigned to them in the General Terms.

Please read these Conditions and keep them in a safe place. You can ask for a copy of these Card Conditions of Use at any time.

## 1. Application

These Card Conditions of Use are applicable to corporate entities, sole traders or other enterprises that are opening and operating card accounts for purposes related to their trade, business, craft or profession (“the Purposes”) and the HSBC VISA Business Debit and Credit Cards may only be used for the Purposes outlined herein. Any other use of the Cards is prohibited and shall be tantamount to a breach of these Card Conditions of Use.

## 2. Use of the Cards

2.1 The Cards may be used both locally and overseas to pay for goods and services with retailers and other merchants and to withdraw cash from ATMs which display the VISA logo.

For the charges incurred in using or in having any of the Cards, please refer to the General Tariff for commercial customers.

2.2 Use of the Cards will be as we permit and may be – presented by you, the Additional Cardholder or the Additional User, either –

- a. by entering your PIN on the Electronic Point of Sale provided by the retailers/other merchants as the case may be; or
- b. by signing a sales voucher or order form showing the Card number (among other details); or
  - through an ATM or other machine, using a PIN; or
  - carried out over the telephone quoting the Card number and other details; or

- to pay for goods and services through the internet or other electronic media.

We strongly recommend the use of 'secure payment' sites and software when divulging your Card details over the Internet.

2.3 We may refuse to authorise use of the Cards if:

- the transaction would cause your credit limit to be exceeded, or your account balance to be in unauthorised debit or if the transaction would cause the amount owing on your account plus any other amounts we have agreed to or authorised to exceed your credit limit, or account balance to be in debit; or
- your repayments are in arrears; or
- the transaction does not comply with any applicable terms as issued from time to time; or
- we consider that the Cards or the Account has been, or is likely to be compromised. If we suspect that your card details may have been compromised we may block and replace your card. In such cases we will do our utmost to contact you before we block and replace your card. If, however, we do not contact you, we retain the right to block your existing card and replace it with a new one to seek to avoid any unauthorised use of your card. We will mail the replacement card to the last address you have notified us. In such cases we will not, except as provided in the General Terms, be responsible to you for any loss or damage you may incur as a consequence of our actions.

If we stoplist the Card for any of the reasons outlined in this clause or in clause 11.3 of Part D of Section 1 of the General Terms, you may subsequently ask us to reactivate your Card. If we agree to reactivate your Card, you will be charged a reactivation fee. Details of the reactivation fee can be obtained from our General Tariff for Commercial Customers.

As part of our decision making process and in an effort to minimise the misuse of Cards, we may refer an authorisation request back to the merchant for further means of identification. This may also be done on a random basis for fraud prevention purposes.

- 2.4 You authorise us to charge to your account all amounts paid or obtained by use of the Cards, or any Additional Card, (including any amount charged back by another bank), together with all other amounts you owe us from time to time under these Card Conditions of Use or any other terms relating to the use of the Cards or your Account.

- 2.5 You cannot 'stop' a payment made by use of the Cards. If a merchant effects a refund on a card transaction which was charged to your account, we will credit your account upon receipt of the refund.
- 2.6 Whilst the Cards issued under the Card Scheme should be accepted by all merchants and banks that are members of the Card Scheme, it is possible that the Cards may not be accepted by some merchants or banks. When an order is placed on the internet with organisations who participate in Verified by Visa (designed to prevent fraud) you will be invited to register for the service applicable to your Card. If you do not do so, as part of our fraud prevention measures we may not authorise further internet transactions with participating organisations.
- 2.7. We may increase or lower your credit limit at our discretion. In case we decide to lower your credit limit, we will give you 30 days notice of such change, unless we decide to forthwith implement such change for any of the objectively justified reasons outlined in clause 11.3 of Part D of Section 1 of the General Terms. In case we decide to increase your credit limit, we will immediately implement such change and inform you of the new credit limit on the next Credit Card statement.
- 2.8 If you are the Principal Account Holder, you may, from time to time, request us to issue Additional Cards to persons whom you nominate. The application must also be signed by the Additional Cardholder/Additional User. In the case of a savings and/or current account the Additional Cardholder must be authorised to operate the Account in terms of a mandate filed with the Bank. If your Card is linked to a number of accounts, the Additional Cardholder will be given an Additional Card that has access to all these accounts. The maximum number of accounts allowed will be determined by us.
- 2.9 We may cancel an Additional Card at any time at your request. You must also return the Card to us. If the Card is not returned, we may stoplist the Card.
- 2.10 We may also issue an Additional Card where you authorise a person to hold a Card with restricted use of the available facilities (an "Additional User Card"), even though such person is not authorised to operate the Account(s). In such cases use of the Card will be to the extent authorised by you and allowed by us.
- 2.11 The Additional Card(s) remain the property of the Bank at all times and must be returned to the Bank immediately upon our first demand. You are also responsible for the return of any Additional Card.

2.12 You and any Additional Cardholder must not:

- exceed the credit limit/cause your account to be in unauthorised debit. Any excess over the credit limit/debit amount is immediately repayable to us.

In calculating whether the credit limit has been exceeded/account balance is in unauthorised debit, we shall take into account the amount of any Card transaction authorised by us in favour of a third party but which has not yet been presented to us for payment;

- use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal by us or by any person acting on our behalf.

2.13 The Credit Card Account may not be kept in credit. If you keep any such Account in credit you will be in breach of the Card Conditions of Use. You are warned that if you are in breach of this clause, you shall bear all the risks associated with unauthorised use of the Card. Any credit balance maintained on a Credit Card Account in breach of this clause shall not bear any interest.

2.14 If these Card Conditions of Use are for any reason terminated:

- i. you must ensure there is no further use of the Cards, and cancel any payment authorities and standing orders;
- ii. you will be liable for transactions made before or after this agreement ends (apart from any referred to us for authorisation after it ended);
- iii. the Card Conditions of Use will continue to apply until we have been paid in full; and
- iv. we may require immediate repayment of the balance on the Account.

### 3. Credit Cards: Annualised Percentage Rate of Charge, Statements, Interest, Appropriation of Payments and Immediate Repayability

3.1 This clause applies to credit card agreements signed after the coming into force of the Consumer Credit Regulations 2005 (Legal Notice 84 of 2005).

The Annualised Percentage Rate of Charge (APR) is the total cost of the credit based on the interest rate and the annual card fee, on the assumption that:

- i. you spend your credit limit in full on local purchases at the start of the agreement;
- ii. you then repay it in 12 equal monthly instalments, inclusive of interest; and
- iii. local purchases do not attract interest for the first 56 days from the date we receive the first local purchase transaction.

Usage of the card in a different manner will affect the APR, due to other applicable charges stipulated in the Card Standard Account Fees brochure.

Any change in the interest rate, in the credit limit, in the annual card fee, and the introduction and revision of any other charges, may affect the APR.

A statement is generated for each month when there have been transactions on your account. If you are registered for the Bank's internet banking service and you have opted to receive an e-statement, you can access your e-statement through the internet banking platform. Otherwise we will send you the statement by post. You must pay us the minimum repayment due by the date specified in the e-statement/statement. If you do not pay us the minimum repayment due by the date specified in the e-statement/statement, you will incur debit interest as well as a late payment fee. Details of such fee may be obtained from the Bank's General Tariff for Commercial Customers. The minimum payment shall be the greater of €12 or 5% (or any other value or percentage we may establish from time to time) of the outstanding balance shown on your e-Statement/statement. You must also pay immediately any outstanding excess over the credit limit, any arrears of previous payments and the amount of any Card transaction made in breach of these Card Conditions of Use. You may in addition to the minimum repayments due, pay such greater sum (including the full outstanding balance) as you may choose.

3.2 Interest on cash advances shall be charged on a daily basis on the balance of the cash advance outstanding as from the date each cash advance is utilised, until full repayment is made to the account. No interest will be charged on the amounts of purchases repaid by you and credited to the Account within 25 days of the date of the statement of account on which those purchases first appear. The balance of any amount outstanding at the end of the 25 days period will be charged interest until repaid in full. Purchases of gaming chips, travellers cheques, and foreign currency, transfer of funds from credit card accounts and transactions effected at exchange bureaux are treated as cash advances.

3.3 If we are unable to produce or forward a statement, your liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due we may select the date when the statement should have been issued as the date from which interest will be calculated.

3.4 Once we receive payments we will use them to clear outstanding items on your account in the following order:

- in settlement of interest and fees;
- against cash advances shown on the statement;
- against purchases shown on previous statements;
- against purchases shown on the most recent statement;
- against cash advances not yet showing on any statement;
- against purchases not showing on any statement.

The earliest item in each category is paid off first.

3.5 All amounts due on the Account will become immediately repayable in the event of:

- a. your insolvency or bankruptcy;
- b. the Principal Account Holder having suspended or ceased to carry on their business or threatened to suspend or to cease to carry on their business;
- c. breach by the Principal Account Holder or any Additional Cardholder or any Additional User of these Card Conditions of Use;
- d. your winding up, dissolution, merger or amalgamation;
- e. the appointment of a liquidator, administrator or similar officer in your respect.

We may in addition to any other remedies available to us, take all the necessary steps to restrict any right to use the Account including the withdrawal of your Cards.

#### 4. Debit Cards: Statements

The frequency of statements is regulated under the General Terms and/or the Terms and Conditions for Current and Savings Accounts.

#### 5. Responsibility for the Card

- 5.1 These Card Conditions of Use apply equally to all Additional Cardholders and Additional Users for the use of the Additional Card/Additional User Card.
- 5.2 It is the responsibility of the Principal Account Holder to ensure that the Additional Cardholders and Additional Users are fully aware and comply with these Card Conditions of Use and General Terms.
- 5.3 The Principal Account Holder shall be liable for all use of the Cards, including any use in breach of these Card Conditions of Use and the General Terms.
- 5.4 Additional Cardholders and Additional Users do not have the right to enforce any of these Conditions of Use except where such conditions refer specifically to them.

For your convenience, if either you or the Additional Cardholder/Additional User need a replacement Card

or PIN, we may issue a replacement at the request of either of you. We reserve the right to refuse the issue of a replacement card.

#### 6. Fees and charges

We will advise you all the information relating to charges, fees and interest applicable to your Account when you apply for the Card and whenever we apply any changes. For the charges incurred in using or in having any of the Cards, please refer to the General tariff for commercial customers. We will debit all charges, fees and interest to your Account.

If you break any of these Card Conditions of Use you must also pay us our costs and expenses of enforcing this agreement and such charges as we may make to cover our administration costs.

If we provide you with any service which is not covered by these Card Conditions of Use you must pay our charges for that service.

#### 7. Mailing

Card, PIN, statement or other documents which need to be forwarded by us under these Card Conditions of Use shall, at our option, either be served at or mailed to the address stated in the relevant application form as your address, or at any other new address notified to us in writing by you. Service by us shall be deemed to have been truly effected in accordance with the above.

Should you request the Bank to send any Card, PIN, statement or any other document to a "c/o address" you will assume full responsibility should (i) we agree to accede to your request for the issue of items to a 'c/o address; and (ii) you fail to receive such items and/or for any other breach of security.

#### 8. Transactions on your Account

8.1 Debits to your Account:

- all Card transactions from your Account will normally be posted to your Account within three working days from transaction date or receipt by us of the details of the transaction, whichever is the latest.

8.2 Credits to your Account:

Payments can be made in the following manner:

- by sending us a cheque by post;
- by effecting a transfer by Debit Card at any of our local ATMs;
- by depositing a cheque/cash at any of our offices;
- by giving instructions to your branch to make a transfer to your Credit Card Account;

- by giving your Branch instructions to direct debit an account to settle either the monthly minimum repayment or the outstanding balance in full;
- by using HSBC internet banking service.

If a cheque/direct debit payment cannot be paid into your Account for reasons beyond our control you will be liable for interest backdated to the date the deposit was first credited and any charges due.

8.3 When you make a transaction in a currency other than euro, and you have subscribed to our internet banking services, you will be able to view an indicative amount of that transaction in euro. The amount in euro that is actually debited to your Account will vary to take into account the correct rate of exchange which is applied by the Card Scheme.

## 9. Protection and Security Guidelines

You must take all reasonable precautions to prevent the Card and PIN from being used fraudulently. These include:

- signing the Card immediately upon receipt;
- carrying the Card on your person or keeping the Card in a safe and secure place, and checking it regularly to ensure it has not been stolen;
- not allowing anyone else to use the Card or PIN;
- not interfering with any magnetic stripe or integrated circuit (chip) on the Card;
- not disclosing the Card number or other Card security code (except when properly using the Card) or PIN to make payments;
- memorising the PIN on receipt, and destroying any notification of your PIN;
- not writing down your PIN, or disclosing it, or any other Card details to anyone including the Police Authorities. You are to disclose Card details (excluding the PIN) to us only when in contact with us in connection with this agreement;
- in those cases where the PIN can be changed, if you change your PIN to a number which is more familiar to you, not choosing a series of numbers that may be easy to guess for example 1234, 4444, your date of birth, your telephone numbers or any other number which can be easily deciphered;
- complying with any other reasonable instructions we issue regarding the safe-keeping of the Card, Card number or PIN;
- checking that the correct amount is entered before authorising any transaction;
- not disclosing sensitive card data such as CVV2, PIN, Card Number, Expiry Date and similar information especially via email;
- ideally ensuring that transaction is conducted in your presence;
- carefully checking whether you are entitled for a refund when returning goods. Check for clauses on receipts such as “No Refunds”;
- ensure that you agree with the amount to be charged to your card when ordering items over the internet. This amount may include shipping, postage, handling and packing fees. Keep copies of all invoices/correspondence indicating the description and costs of the ordered items;
- carefully reading the terms and conditions provided by the merchant when ordering items over the internet especially, the return and cancellation policy;
- being aware of scams such as notification of exorbitant winnings especially if you have not participated in the lottery and related price winning game. These can be received either by post or by electronic means such as email or pop-ups;
- be aware from any persons offering assistance while using the ATM especially if you have not requested such assistance and the persons are not Bank employees;
- when you suspect that you have left your card behind somewhere, we strongly suggest that first you report the card as lost to us before trying to search for the card, even if you think that you left card somewhere ‘safe’ or familiar. Once card is found we may then reactivate it;
- always check the entries on your statement for possible processing errors that may have unintentionally occurred at the time of the transaction. Please note that the Bank does not check your statement.

## 10. Loss, theft or misuse of Card

10.1 If the Card is lost or stolen or liable to be misused, or you suspect that somebody else may have discovered the PIN, you must notify us immediately by phoning us on the 24 hour telephone number notified on our Card Mailer or on 21483809 or on any other telephone number we may provide you with, or by informing any of our branches (available only during office hours). We will then take steps to stop use of the Card, and where appropriate any Additional Card on your account. You must confirm your instructions in writing if we ask you to, by addressing a letter to Card Operations, HSBC Bank Malta p.l.c. P.O. Box 25, Qormi, QRM 3101. Cards should be cut through the magnetic stripe appearing at the back.

10.2 When you call us to stoplist your Card, we will give you a reference number.

10.3 You must co-operate with us and the Police Authorities in our efforts to recover the Card if it is lost or stolen. You must also co-operate with us and the Police Authorities in our efforts to investigate any unauthorised transactions you report on your account. If you are asked to report such transactions to the Police Authorities, this must be done as soon as possible and in any event within 24 hours of instruction. If you recover the Card you must not use it but should cut it through the magnetic stripe appearing at the back and return the Card to us.

### **11. Your Liability for claims against retailers and others**

If you are in dispute with or have a claim against a retailer, merchant or bank over a transaction made using your Card, you must still pay us all sums unrelated to the dispute. We may give you time to resolve any claim or dispute but may still require payment in accordance with these Card Conditions of Use.

### **12. Changing the Conditions of Use**

12.1 These Card Conditions of Use (including any fees or changes) as well as the characteristics of the product or service may be altered and further new Card Conditions of Use or characteristics of the product or service may be added by us for security, legal, regulatory or market reasons or changes in internationally accepted banking practice or to take into consideration any increase in costs or decrease in the Bank's return or pursuant to the introduction of new products or technology. We will give you at least 60 days written notice of any additions and/or changes to these Card Conditions of Use.

12.2 If we withdraw any Card product, we may change your Card Account to an alternative product, change your Card Conditions of Use in accordance with Clause 12.1 above and, if necessary, issue you with a new Card. We may also cancel the Card that your new one replaces. The balance on your existing Account will become subject to the new terms.

12.3 Changes in the interest rates are regulated by the General Terms.

### **13. Direct Debits**

The Bank is entitled, until further written notice from you, to direct debit any business account you hold with any payment due on the Credit Card in accordance with your direct debit instructions. To this end, you are required to keep in the account to be debited, sufficient funds to satisfy any payments to be made in accordance with such direct debit instructions. In case of insufficiency of funds held in any of your business accounts, the Bank reserves the right to debit any other account (incl. personal accounts) you hold with it, with any monies owed on your Credit Card Account.

### **14. Cash Payments In Your Credit Card Account**

14.1 If you only deposit cash into your Credit Card Account over the counter at one of our branches, it will be credited to your Credit Card Account and available to you immediately, provided you make such deposit before the cut-off time of 14:00 hours and you are not in arrears in your Credit Card payments. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

14.2 Cash Deposits into your Credit Card Account made over the counter at one of our branches or made when you are in arrears in your Credit Card payments (even though made before the cut-off time of 14:00 hours), will be considered received by the Bank on the next working day, on which day it will be credited to your Credit Card Account.

14.3 For cash deposits into the Bank's deposit machines, provided you pay in before the cut-off time displayed on the machine, the cash will be credited to your account and available to you after the machine is opened and we receive, verify and process your deposit. This will be considered to be the time of receipt of your deposit. If the cut-off time is missed, the cash deposit will be processed on the next working day. For more details on deposits using the Bank's deposit machines, please refer with the General Terms and Conditions.

### **15. Floating Pledge**

15.1 You agree that any stocks, shares, bonds, units in collective investment schemes or other securities (collectively "securities") which you may hereafter have in the Bank's possession or in the possession of any other bank, company, firm or person to the Bank's order or for your account, whether or not such securities are held by the Bank or such other third parties as custodians or nominees and howsoever such securities are registered, will be pledged to the Bank by way of security for the fulfilment of all your obligations under this agreement.

15.2 You further agree that any insurance policy in your name as policyholder and life assured and any insurance proceeds payable to you as beneficiary will be pledged to the Bank by way of security for the fulfilment of all your obligations under this agreement. To this effect, you hereby authorise the Bank to request and obtain information from any third party holding any securities/policy as aforesaid and you hereby authorise such third party to disclose to the Bank any information requested for this purpose.

## 16. Overrunning

16.1 Overrunning refers to the circumstance when you exceed the available credit balance or credit limit on the Account without our express consent. We have the right not to honour payments which may cause the Account to be overrun without our prior express agreement. Unless specifically agreed by the branch management or your relationship manager you should not withdraw, transfer or make payments for an amount which is not available in the Account. We reserve the right to withdraw, at our sole discretion, any debit or credit card if an overrunning position is not corrected when advised to do so by us.

16.2 In instances where, at our sole discretion, the Account:

- i. which can be accessed by the Debit Card, is allowed to be overrun, an administrative fee will be charged per month or part thereof. Debit interest will also be charged on the daily debit balance at the rate shown on the statement of account. Details of the administrative fee applicable can be obtained from the General Tariff for Commercial Customers available in our branches, from our website or by contacting us on 2380 8000. Interest will be charged on daily debit balances and will be computed on the basis of a year of 360 days. Any changes to the debit interest rate or administrative fee to be applied in case of overrun Accounts will be notified as advised in clause 5 to 7 of Part D of Section 1 of the General Terms; or
- ii. which is required to be maintained for recording Credit Card transactions, is allowed to be overrun, you will be charged an over limit fee. Details of the over limit fee can be obtained from the Card General Tariff for Commercial Customers. Any changes to the over limit fee to be applied in case of overrun Accounts will be notified as advised in clause 5 to 7 of Part D of Section 1 of the General Terms.

## 17. Language

These Card Conditions of Use are available in the English Language.

## 18. Conflict of Interest

'A Conflict of Interest ("Conflict") is a situation or arrangement where HSBC Group, or a company with which it has an association, ("HSBC") and/or any of its employees is subject to multiple influences, the competition of which might adversely affect decision-making or outcomes in the course of conducting business. HSBC has established procedures which are designed to identify and manage such conflicts. For further information, refer to the HSBC Conflicts of Interest Policy Summary as per below link.

<https://www.business.hsbc.com.mt/en-gb/mt/generic/download-centre>

## 19. Transferring Rights and obligations

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations to someone we reasonably consider capable of performing them. This includes us appointing another HSBC Group company as our agent (i.e. to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

## 20. Miscellaneous

20.1 Please note that with the Business Credit Card proposition, insurance cover will be provided even to customers who do not require such insurance cover (further details can be found within the travel and purchase protection insurance terms & conditions). This insurance cover is being given at no additional cost and will remain until you remain eligible to benefit from this proposition.

20.2 We have the right to change the benefit of the insurance cover and the service providers relating to the insurance cover, including but not limited to the insurance underwriters and the brokers.