

# HSBC Debit Card Terms and Conditions

The terms and conditions for use of the Debit Card issued on savings or current accounts held by individuals are as specified in this document and as amended by the Bank from time to time.

The Accountholder(s) shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing the card application form, or acknowledging receipt of the card in writing, or by signing on the reverse of the card, or by performing a transaction with the card or after ten days have lapsed since the card was dispatched to the address on record. The Accountholder(s) will also continue to remain bound by the terms and conditions of operation of their current/savings accounts with HSBC.

## DEFINITIONS

1. 'HSBC' means THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, a Banking Corporation duly incorporated in and under the laws of Hong Kong SAR and having its registered office at No. 1, Queen's Road Central, Hong Kong and carrying on business in Brunei Darussalam at its branch offices at HSBC Chambers, Corner of Jalan Sultan/Jalan Pemancha, Bandar Seri Begawan and elsewhere, in the said Country ('HSBC' or "the Bank" and includes its successors and assigns.)
2. "Debit Card" means, as appropriate, the locally/internationally valid Debit Card issued by HSBC to a Cardholder.
3. "Cardholder" refers to a person to whom a

Debit Card has been issued by HSBC on an account held with HSBC. The Cardholder should be either the sole Accountholder or in case of joint accounts, each of the sole signatories is authorized to act alone.

4. "Accountholder" refers to the individual(s) who hold(s) an account with HSBC, whether in the sole capacity or as a joint holder.
5. "account(s)" refers to the savings or current accounts held by individuals and that have been designated by HSBC to be eligible for the valid operation of the Debit Card.
6. "ATM" refers to automated teller machines. Reference to an automated teller machine in these terms and conditions include any similar machine (whether inside or outside the country in which the card was issued) forming part of a network which may be operated through the use of the card.
7. "statement" means a periodic statement of account/s sent by HSBC to an Accountholder setting out the transactions (including Debit Card transactions) carried out in the account during the given period and the balance in such account. It may also include any other information that HSBC may deem fit to include.
8. "transaction" means any permissible instruction given by a Cardholder using the Debit Card directly or indirectly, to HSBC to effect permissible actions in relation to the account (examples of transactions would be cash withdrawals, payments at points of sale, cash/cheque deposits etc.)
9. "merchant establishments" shall mean establishments where ever located which honour

the Debit Card and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by HSBC or VISA International.

- 10.** "primary account" shall mean, in case of multiple accounts linked to the Debit Card, the account that has been designated as being the main/first account of operation i.e. the account from which purchase transactions, charges and fees related to the Debit Card are debited.
- 11.** "international transactions" refers to all transactions effected by the Cardholder from HSBC outside of Brunei Darussalam.
- 12.** "VISA" shall mean a mark owned by VISA international.
- 13.** "VISA ATM network" shall mean ATMs that honour the Debit Cards and that display the VISA or electron symbols.
- 14.** "PIN" means the Personal Identification Number issued to the Cardholder for the purpose of identification to enable him to gain access to an ATM, including any code number assigned to the Cardholder by HSBC and any number(s) subscribed by the Cardholder for that purpose.
- 15.** Use of terms "you", "your", "him" or similar pronouns shall, where the context so admit, mean the Accountholder or Cardholder, as applicable. All references in the masculine gender will also include the feminine gender.

## **ISSUE OF DEBIT CARD**

- 1.** The issue and use of the Debit Card shall be subject to the Autoriti Monetari Brunei Darussalam (AMBD) regulations as also HSBC's terms and conditions, in force from time to time,

including but not limited to the HSBC General Terms and Conditions for all accounts and services.

- 2.** The Debit Card and the related PIN will be issued in the name of the Cardholder, who will be responsible to keep the said Debit Card under his/her custody.
- 3.** The Cardholder shall be responsible for all transactions effected by the use of the Debit Card, whether or not the transactions were/are authorised by the Cardholder, and shall indemnify the Bank for the loss or damage caused by any unauthorized use of the Debit Card or related PIN including any penal action arising on account of violation of any law, rules and regulations for the time being in force. In the case of joint accounts, all Accountholders, jointly and severally, shall indemnify the Bank, as above, against all actions, losses, claims and consequences arising out of the usage of the Debit Card, the safety of the PIN and the transaction/s effected using the Debit Card. In the case of such joint accounts, all Accountholders shall be deemed to be jointly and severally responsible and liable for all duties, responsibilities and liabilities cast upon the Cardholder.
- 4.** The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the Debit Card. The Cardholder shall maintain sufficient funds in the account to meet any transactions. The Cardholder shall not be entitled to overdraw the account with the bank or withdraw funds by use of the card in excess of the overdraft limit, if any, agreed with the bank.

## **CARDHOLDER OBLIGATIONS**

### **AND CARD VALIDITY**

- 1.** The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse by retaining the Debit Card under his/her personal control at all times.
- 2.** The personal identification number (PIN) issued to the Cardholder for use with the Debit Card or any numbers chosen by the Cardholder as a PIN, are for the use of the Cardholder and are non transferable and strictly confidential. A written record of the PIN number should NOT be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise.
- 3.** The Debit Card is valid up to the last day of the month/year indicated. The Cardholder undertakes to destroy the Debit Card when it expires by cutting it into several pieces. The renewed Debit Card shall be sent to the Cardholder before the expiry of the Debit Card at the discretion of HSBC, upon evaluation of the conduct of the account. HSBC reserves the sole right of renewing the Debit Card on expiry.

### **ATM USAGE**

- 1.** The Debit Card is accepted at the HSBC Group ATMs and ATMs of other banks worldwide, which are members of the VISA ATM network.
- 2.** The bank may, at its discretion, withdraw temporarily or terminate the ATM fund transfer

facility and all fund transfer facility for all types of transactions. The bank also reserves the right to change the maximum per day limit for funds transfers, purchases & cash withdrawals through the ATM.

3. Cash withdrawals performed by the Cardholder at the HSBC Group/VISA ATMs in countries other than Brunei Darussalam will be subject to a cash withdrawal fee, as per the prevailing tariff of charges.
4. Cash and/or cheques deposited in any ATM by the use of the Debit Card will only be credited to the account after verification by the bank, which shall be conclusive and binding for all purposes. The ATM Cardholder advice issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the bank. Cheques will be accepted for collection only and proceeds will not be available until these cheques are cleared. For all cash withdrawals, at an HSBC ATM, any statements issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by HSBC. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.
5. The availability of ATM service in a country other than that in which the Debit Card was issued is governed by the local regulations in force in such other country. HSBC shall not be liable if these services are withdrawn without notice thereof.

## **MERCHANT ESTABLISHMENT USAGE**

1. The Debit Card is for electronic use only and will be accepted only at merchant establishments

which have an electronic point of sale swipe terminal. Any usage of the card for purchases at merchant establishments other than through an electronic point of sale swipe terminal will be deemed unauthorized and the Cardholder shall be responsible for such transactions.

- 2.** As a security feature, the Debit Card issued will be initially inactive for use at merchant establishments. In order to activate the Debit Card for transactions at merchant establishments, the Cardholder will be required to make a first transaction at an HSBC ATM or alternatively call the HSBC customer service hotline at 2252 252 to activate their card.
- 3.** Whenever the Debit Card is used to make payments at merchant establishments, the Cardholder must sign the sales slip and retain the Cardholder copy. Copies of the sales slip may be furnished by HSBC at an additional charge. A sales slip with the signature of the Cardholder together with the Debit Card number noted thereon shall be conclusive evidence between HSBC and the Cardholder as to the extent of liability incurred by the Cardholder. HSBC shall not be required to ensure that the Cardholder has received/availed the goods/service to his/her satisfaction. Any sales slip not personally signed by the Cardholder but which can be proven as being authorised by the Cardholder will also be deemed to be the Cardholder's liability.
- 4.** The Debit Card is accepted at all electronic merchant establishments in Brunei Darussalam and overseas which display the VISA Electron logo. HSBC does not accept any responsibility for any dealings the merchant establishment may have with the Cardholder, including but

not limited to the supply of goods and services. HSBC makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholder. HSBC will not be responsible if the service is in any way deficient or otherwise unsatisfactory. Should the Cardholder have any complaint relating to any merchant establishment, the matter should be resolved with the merchant establishment, and failure to do so will not relieve the Cardholder from any obligations to HSBC. HSBC may however try and assist the Cardholder wherever possible. For this, the Cardholder should inform HSBC of the complaint immediately along with any supporting documents.

- 5.** The Cardholder will be liable for all costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilised in resolution of a dispute.
- 6.** HSBC accepts no responsibility for refusal of any merchant establishment to honour the Debit Card.
- 7.** HSBC accepts no responsibility for any surcharge levied by any merchant establishment and debited to the account with the transaction amount.
- 8.** A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to the account (less cancellation charges) as and when it is received from the merchant establishment. If the credit is not posted to the account within 30 days from the day of refund,

the Cardholder should notify HSBC, along with a copy of the credit note from the merchant establishment.

- 9.** In case of Debit Cards linked to multiple accounts, transactions at merchant establishments will be effected by debit to the primary account. In case this account has insufficient funds to honour such transactions, HSBC will not honour the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Debit Card.

## **INTERNATIONAL USAGE**

- 1.** Cash withdrawals performed in countries other than that in which the Debit Card was issued will be subject to a cash withdrawal fee as may be announced from time to time by the Bank. The availability of the ATM services requested in a country other than in which the Debit Card was issued is governed by the local regulations of the country in force. The Bank will not be liable if these services are withdrawn without notice thereof.
- 2.** In particular the Cardholder shall only use the card overseas and/or for transactions which are billed in foreign currency for personal expenses such as travel expenses, hotel charges, incidental expenses, medical expenses, educational expenses, insurance expenses relating to travel and health and purchase of goods for personal use. The card shall not be used for payment in respect of capital transactions and the purchase of import of goods in commercial quantities.
- 3.** The Cardholder undertakes not to use the

Debit Card to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations. HSBC reserves the right to report to the Autoriti Monetari Brunei Darussalam (AMBD) any contravention of these requirements.

4. These terms and conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Regulators.

## **FEES**

1. Annual fees for the Debit Card will be debited to the primary account on issuance/renewal as per the prevailing tariff. These fees are not refundable.
2. Other Debit Card related charges will be debited to the account, from time to time, as per the prevailing tariff.
3. The Bank at its sole discretion and without any notice to the Cardholder reserves the right to revise the applicable tariff from time to time. Upon request, the Cardholder will be provided with the Banks tariff booklet.
4. All charges in foreign currency will be billed to the account in Brunei Dollars. The Cardholder hereby authorise HSBC and VISA to convert the charges incurred in the foreign currency into the Brunei Dollars equivalent thereof at such rate as HSBC or VISA may from time to time designate.

## **DISCLOSURE OF INFORMATION**

1. When requested by HSBC, the Cardholder shall provide any information, records or certificates

relating to any matters that HSBC deems necessary for issuance of the Debit Card, maintenance thereof, execution of transactions using the Debit Card, renewal of the Debit Card or any other purpose related to the Debit Card. The Cardholder authorises HSBC to verify the information furnished by whatever means or from whichever source deemed necessary. If such information/data is not provided or if incorrect information/data is provided, HSBC may at its discretion refuse renewal of the Debit Card or terminate the Debit Card forthwith.

- 2.** HSBC reserves the right to disclose Cardholder information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of the government.
- 3.** HSBC reserves the right to disclose, in strict confidence, to other institutions, such information concerning the account as may be necessary or appropriate in connection to its participation in any electronic fund transfer network, or as the Bank may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of the Debit Card.
- 4.** HSBC may assign any activities to any third party at its sole discretion and provide details of the account to such third party agencies, for the purpose of back office processing and other activities outsourced. In this connection, the Accountholder(s) understands that the bank needs to and so authorises the bank to, process, share, store or transmit information about the Accountholder, the account and/or the transaction(s), within the HSBC Group or with any institution or agent or third party used by

the Bank. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Debit Card facility. The Accountholder(s) and the Bank shall comply with all applicable data protection laws. The Accountholder(s) confirm(s) that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these terms and conditions, in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Accountholder further agrees to indemnify and hold the bank harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.

5. HSBC reserves the right to report to HSBC Brunei, any foreign currency withdrawals/ payments effected using the Debit Card.

## **LOST OR STOLEN CARD**

1. The loss or theft of the card should be reported immediately upon discovery of such loss/theft by telephone or in writing to the Bank and in writing to the police (or, if overseas, to any member of VISA). But in any such case the telephone or letter message shall be confirmed

in writing forthwith signed under the hand of the Cardholder or his duly authorized attorney. The Cardholder shall be liable for all amounts debited to the card account and pending card transactions yet to be debited to the card account as a result of the unauthorized use of the card until confirmation of its loss or theft has been notified and later confirmed in writing to the Bank as aforesaid or a member of VISA. In the event the Cardholder recovers the lost or stolen card(s) the Cardholder shall return the recovered card(s) to the Bank immediately.

- 2.** Liability of transactions at merchant establishments, effected on a lost Debit Card after the loss is reported in writing in accordance with clause 1 of this section, will be zero provided it can be proven that reasonable care and diligence was undertaken in safekeeping the lost Debit Card, the loss/theft promptly reported and that the Cardholder acted in good faith (this feature hereinafter referred to as 'Zero lost card liability'). However, no such 'Zero lost card liability' will be applicable on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential to Cardholder.
- 3.** The Cardholder hereby indemnify HSBC fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Debit Card in the event that it is lost and not reported to HSBC in accordance with clause 1 of this section, or lost and misused before HSBC is informed in accordance with clause 1 of this section.
- 4.** Provided the Cardholder complies in all respects with the applicable terms and conditions, a

replacement Debit Card may be issued at the sole discretion of HSBC at the applicable fee. The Bank will debit the account with any cost incurred in issuing the replacement Debit Card. Should the Cardholder subsequently recover the Debit Card, it must not be used. The Debit Card should be destroyed by cutting it into several pieces through the magnetic strip.

## **STATEMENTS AND RECORDS**

- 1.** The records of Debit Card transactions will be available on the statement sent by HSBC. Such statements shall be mailed to the Accountholder, or for Personal Internet Banking customer where the statement will be viewable through the Internet Banking page, on a periodic basis to the mailing address on record as per the terms and conditions applicable to the account. HSBC's record of transactions processed by the use of the Debit Card shall be conclusive and binding for all purposes.
- 2.** Promptly upon receipt of each statement of account and in any event no less than 90 (ninety) calendar days from the date on which the Cardholder is deemed to have received that statement of account ("90 Day Review"), the Cardholder agrees to examine and verify, each entry appearing on a statement of account, reconcile it with the Cardholder's own records and immediately notify the Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections the Cardholder has to that statement of account (collectively, "Account Irregularities"). If the Cardholder fails to notify the Bank within the 90 (ninety) Day review, the

balance shown on the statement of account(s) and all entries including account irregularities, will be deemed correct, complete, authorized and binding upon the Cardholder and the Bank will be released from all liability for any transaction occurring up to the date of the most recent statement of account except for transactions the Cardholder gave notice of in accordance with this section.”

- 3.** In addition to the consequences set out elsewhere, if the card holder fails to abide by its obligations under section 2 above, and if the Cardholder’s conduct or omission causes or contributes to a loss on its account (losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred by, or brought against the Bank), then the Cardholder agrees that the Bank will not have any responsibility to the Cardholder with respect to such loss. The Cardholder acknowledges that the failure to review statements of accounts in a timely manner as required pursuant to this agreement will be deemed to cause or contribute to the loss on the account to the extent of any loss occurring subsequent to the time that any error or omission would have been discovered if the statement of account or transaction records been reviewed in accordance with this agreement. The Cardholder acknowledges that the Bank’s maximum liability to the Cardholder will be limited to actual direct loss in the principal amount wrongfully or erroneously withdrawn from the Cardholder’s account due to the bank’s gross negligence or willful misconduct.
- 4.** HSBC shall make bonafide and reasonable efforts to resolve an aggrieved Accountholder’s disagreement with a transaction indicated in the

statement or as otherwise determined by the Accountholder(s), within two months of receipt of notice of disagreement. If after such effort, HSBC determines that the transaction is a valid one, the same shall be communicated to the Accountholder(s).

## **TERMINATION**

- 1.** HSBC reserves the right to cancel/withdraw at any time without any prior notice or to renew at its discretion, the Debit Card or any of the other services offered at any time without prior notice and without assigning any reason.
- 2.** In the event that the Accountholder decides to close the account with HSBC, the Debit Card issued on such account would automatically stand cancelled. The Cardholder must immediately cease to use the Debit Card and destroy and return the Debit Card linked to such account. In the case of any outstanding transactions, that have not yet been debited to the account, the same will be netted off from the balance prior to HSBC returning the funds to the Accountholder.
- 3.** The Debit Card shall be the property of the Bank and must be returned to the Bank immediately and unconditionally upon the Bank's request. The Cardholder should ensure that the identity of the Bank officer is established before handing over the Debit Card.
- 4.** HSBC shall be entitled to terminate the Debit Card facility with immediate effect and the Debit Card shall be returned upon the occurrence of any of the following events:
  - i.** Failure to comply with the terms and conditions

herein set forth.

- ii.** An event of default under any agreement or commitment (contingent or otherwise) entered into with HSBC.
- iii.** The accountholder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- iv.** Demise of the cardholder.
- v.** Closure of the account or failure to maintain the minimum average balance in the account.

## **GENERAL**

- 1.** The Accountholder(s) will promptly notify HSBC in writing of any changes to address and telephone numbers.
- 2.** If more than one person signs or agrees, to be bound by these terms and conditions, the obligation of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to anyone such person will be deemed effective notification to all such persons.
- 3.** The Bank may contract a courier company as its representative to deliver Debit Card(s) to the Cardholder and additional Cardholder(s). When the Cardholder and the additional Cardholder(s) receive the Debit Card(s) he/she should acknowledge receipt immediately and produce proof of his/her identity. The Bank or its representative may at its discretion hand over the Debit Card to a third party determined by the Bank or its representative to be the representative of the Cardholder at the address specified by the Cardholder specifically for the

purpose of delivering of the Debit Card. The Cardholder shall be liable for all withdrawals made with the Debit Card from the time the Debit Card is so delivered. The Cardholder at his/her discretion may authorise a third party in writing to collect the Debit Card(s) at a Branch and accept receipt on his/her behalf. The Cardholder will be liable for all withdrawals made using the Debit Card from the time the Debit Card is accepted by the Cardholder or the person authorised on his/ her behalf.

- 4.** The Debit Card is issued solely to the Cardholder(s) and it cannot be transferred, pledged as security in any manner whatsoever.
- 5.** The Debit Card entitles the Cardholder to perform all ATM transactions and transactions with merchant establishments under existing or future services which the Bank may from time to time make available subject to any applicable terms and conditions as advised.
- 6.** The statement advice issued by the ATM at the time of deposit only represents what the Cardholder(s) purport to have deposited and shall not be binding on the Bank. The Cardholder should not draw funds against any cheques, cash said to have been deposited through the ATM using the Debit Card until such proceeds of cheque(s)/cash have been credited to the Cardholder(s) account and available for withdrawals.
- 7.** All replacements and renewals of the Debit Card shall be subject to the terms and conditions which are in force at any relevant time.
- 8.** The use of the mail deposit facility for giving any communication to the Bank, and the records of

the Bank shall be conclusive evidence as regards the nature of such communications and the time at which they were received by the Bank. Any ambiguities in the communications so deposited shall be the responsibility of the Cardholder(s).

- 9.** These terms and conditions shall be governed by and construed in accordance with the laws for the time being in force in the country in which the card was issued.
- 10.** The Cardholder(s) should only keep one Debit Card in the Cardholder's possession and authorize the Bank to cancel the existing cards(s) when replacement Debit Card(s) are issued.
- 11.** The Cardholder(s) shall note that the validity of the Debit Card expires if not used for a period of over one year. Only withdrawals, transfers, and transactions at merchant outlets are considered as transactions.
- 12.** When using ATMs installed by other banks forming a part of a network which may be operated through the use of the Debit Card, where all transactions charged for by other banks will be considered as transactions.
- 13.** All rules and regulations governing the operation of current account and savings accounts will be applicable to transactions performed on such accounts using the Debit Card.
- 14.** The Bank reserves the right to add, to delete and/or vary any of these terms and conditions and such changed terms and conditions will be displayed on the HSBC website and a copy of the same available on request. Use of the Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank's notice), will

constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any such change, the Debit Card must be returned to the Bank prior to the date upon which such change comes into effect.

- 15.** Any notice hereunder sent by post will be deemed to have been received by the Cardholder(s) within 7 days from the posting of the notification to the address last given to the Bank in writing. Notice of changes to fees and charges and/or terms and conditions given by letter and/or notice on the local press and/or by displaying on the Bank's notice boards and/or notice on the Bank's website and/or through statement messages should be construed as giving notice to the Cardholder(s).
- 16.** If a Cardholder, by using the Debit Card, draws an amount in excess of the balance available or overdraft limit permitted by HSBC, the Cardholder will pay HSBC promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by HSBC. However this should not be construed as an agreement, either expressed or implied that HSBC is bound to grant any overdraft facility whatsoever.
- 17.** The Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.
- 18.** Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation

of one or more of the accounts or in connection with the use of Debit Card, the Bank may, in its absolute discretion and without any liability, decline authorisation for any transaction and in that event, the Bank will, to the extent possible, inform the Cardholder as soon as possible.

- 19.** HSBC shall not be liable for any loss or damage, including any consequential or indirect loss or damage, arising from or related to the issue/use/loss of the Debit Card and related PIN, howsoever caused.
- 20.** In addition to these terms and conditions, the usage of the Debit Card shall also be subject to VISA guidelines.
- 21.** Cardholder/s cannot set up standing instructions at merchant outlets via Debit Cards.
- 22.** The Cardholder authorises the bank to rely upon and act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given, by telephone, telex facsimile, short message services ("SMS"), personal internet banking services ("PIB") or e-mail by the Cardholder or on his/her behalf (the "instructions"), without any enquiry on the Bank's part, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time of receipt of the instructions. The Bank may use telephone, telex, facsimile, SMS, PIB or e-mail to communicate with the Cardholder. The Cardholder will accept the Bank's ruling on the time/date of receipt of instruction as final.

The Bank shall be entitled to treat the instructions as

fully authorised by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the instructions as the Bank may consider appropriate, whether the instructions are to pay money or otherwise to debit or credit any account or relate to the disposition of any money or documents or purport to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the instructions. In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatsoever nature and howsoever arising out of or in connection with the instructions.

The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder save that such termination shall not release the Cardholder from any liability incurred under the authorization given by him as aforesaid and indemnity in respect of any act performed in accordance with the terms of this agreement.

The issue and use of the Debit Card shall be subject to extant laws, rules and regulations, VISA guidelines and HSBC's terms and conditions, as may be in force from time to time. All authorisations and powers conferred on the Bank are irrevocable. These terms

and conditions will be construed in accordance with and governed by the laws of Brunei Darussalam. All disputes are subject to the exclusive jurisdiction of the courts of Brunei, irrespective of whether any other court may have concurrent jurisdiction in the matter.