

10.8 Further, without prejudice to any other right or remedy which the Bank may have, the Bank reserves its right to immediately suspend the Cardholder's use of the Card and the Cardholder must not use the Card until he has paid the Minimum Payment due.

10.9 Payments made to the Bank of any sums due under this Agreement shall be deemed not to have been made until such time as the relevant funds have been received for value by the Bank.

10.10 Any cheque payment made shall be accepted for collection only and the proceeds shall not be available until the cheque has been cleared and proceeds paid to the Bank by the paying bank.

10.11 The whole of the outstanding balance on the Cardholder's Card Account together with any outstanding amount incurred by the use of the Card but not charged to the Cardholder's Card Account shall become due and payable to the Bank on the termination of this agreement by either the Bank or the Cardholder or on the bankruptcy or death of the Cardholder or (at the Bank's discretion) if the Cardholder is in breach of any of these conditions. The Cardholder or his estate will be responsible for settling any outstanding sums on the Card Account and shall keep the Bank indemnified for all costs (including legal fees) and expenses incurred in recovering such outstanding sums.

10.12 The Bank will debit the Card Account with the Indebtedness and all loss or damage arising from or relating to the issue or use of the Card and other liabilities incurred or payable by the Cardholder under this Agreement.

**11. Charges and Fees**

11.1 The Bank shall charge and debit from the Card Account:

- 11.1.1 an annual fee for the issue and renewal of the Card and for any additional Card; and a handling fee for any cheque or payment order tendered in payment to the Bank which has not been honoured for any reason; and
- 11.1.2 an administrative fee for the replacement of the Card or for the Bank's provision, supply or copying of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card or the Card Account at the Cardholder's request; and
- 11.1.3 a booking fee for each airline or hotel reservation made using the Card that is cancelled or not taken up at the rate set by the establishment with or through whom the reservation was made or at such rate as the Bank may prescribe from time to time without notice; and
- 11.1.4 The Bank is further authorised by the Cardholder to debit from the Card Account the insurance premium for the protection of the credit card.

11.2 All fees and charges provided by this Agreement to be paid by the Cardholder are not refundable in any event.

11.3 The retrieval fee for the photocopy of sales drafts will be debited from the Card Account at BND\$5 for each transaction.

11.4 The Bank shall determine and/or vary at any time the amounts, rates and/or basis of calculation of all fees and charges provided by this Agreement to be paid by the Cardholder, without notice and without giving any reason and notified to the Cardholder from time to time.

**12. Cash Advances**

12.1 The Cardholder is authorised to use the Card to obtain Cash Advances up to the limit determined by the Bank from time to time, whether or not such limit is notified to the Cardholder, at the Bank's branches and/or such branches of participating banks and financial institutions displaying the VISA decal and MasterCard decal and at any VISA PLUS and MasterCard Cirrus ATM.

12.2 A handling fee will be charged by the Bank at a rate to be determined by the Bank and notified to the Cardholder from time to time on the face amount of each cash advance and charged to the Cardholder's Card Account.

12.3 Each Cash Advance obtained is subject to a finance charge and cash advance charge of such rate and amount to be determined by the Bank from time to time at the Bank's own discretion.

**13. Loss / Theft of Card /Disclosure of PIN**

13.1 The Cardholder must at all times ensure that the Card is kept in a secure place and must exercise care and diligence to ensure the safety of the Card and that the PIN is not disclosed to any person.

13.2 The loss or theft of the Card should be reported to the Bank's Call Centre immediately upon discovery and confirmed in writing as soon as possible.

13.3 The Cardholder remains liable for all Card Transactions (whether or not authorised by the Cardholder) effected before (but not after) the Bank receives notice of loss, theft or disclosure. The liability of the Bank after such notification of loss, theft or disclosure shall be limited to the amount of Credit Limit only.

13.4 The Bank may in its absolute discretion agree to issue a replacement card for any Card lost or stolen which issue shall be on the same terms and conditions as the original Card which may be subject to changes without prior notice and the Bank reserves the right to charge a handling fee to the Cardholder's Card Account at a rate to be determined by the Bank.

13.5 If overseas, the loss or theft of the Card should be reported immediately upon discovery to the Bank's Call Centre in Brunei or to any member of Visa or MasterCard, and confirmed in writing as soon as possible. Clause 13.3 above will also apply in relation to any Card reported lost or stolen under this Condition and all other Cards which operate on or have access to or are debited from the Cardholder's Card Account shall be automatically terminated. The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to the Replacement Card Fee.

13.6 If any lost or stolen Card is recovered, the Cardholder must immediately return to the Bank the Card cut in half without using it. The Cardholder must not use the PIN after reporting to the Bank that the PIN has been disclosed.

13.7 The Cardholder shall not hold the Bank responsible in any way for any loss arising directly or indirectly out of any Card transaction and the utilisation of any facilities in connection with the Card and/or the Card Account effect by a person not entitled to do so.

**14. Transactions**

14.1 Card Transactions which are effected in currencies other than Brunei Dollars will be debited from the Card Account after conversion into the Brunei Dollars equivalent. Such conversion shall be effected on the transaction posting date and at a wholesale foreign exchange rate as determined by either Visa and/or MasterCard card associations, plus an additional percentage levied by the Bank and any transaction fee(s) charged by either Visa and/or MasterCard card associations to the Bank, if applicable, which fees may be shared with the Bank.

14.2 The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the Card nor shall it be responsible in any way for the goods or services supplied to the Cardholder. Any complaint by a Cardholder must be resolved by the Cardholder with the merchant and no claim by the Cardholder against the merchant establishment may be the subject of set-off or counter claimed against the Bank. The Bank will credit the Cardholder's Card Account with the amount of any refund only on receipt of a properly issued credit voucher. Any claims and/or disputes which the Cardholder may have against the merchant establishment shall not relieve the Cardholder of the obligation to pay the amounts incurred hereunder to the Bank without deduction.

14.3 The Cardholder shall not use the Card for any transaction which is illegal or prohibited by the laws of the country in which such transaction takes place or the laws of your country of residence. The Bank has the authority to reject any proposed transaction at its own discretion.

14.4 The Cardholder is responsible for informing the merchant establishments who have accepted periodic payments for goods and services via the Card under an agreed standing arrangement/instruction in the event of closure of the Card Account or any changes to the Card Account particulars.

14.5 The Bank is not responsible or liable for, and make no representations or warranties of any kind on, the goods or services obtained by using the card or as a result of benefits or privileges attached to the Card Account (even if the Bank promotes the goods and services). Any complaints or issue about the goods and services must be directly taken up with the merchant establishment.

**15. Termination**

15.1 The Bank is entitled in its absolute discretion to terminate the Card Account or the use of any Card at any time, without liability to the Cardholder and without giving reason or notice. Without prejudice to the generality of the foregoing, the Bank may terminate the Card Account immediately upon the occurrence of any one or more of the following events:

- 15.1.1 the Cardholder's bankruptcy, insolvency, death or other legal incapacity or notice thereof; and/or
- 15.1.2 if the Cardholder is in breach of this Agreement including but not limited to failure to make payments so prescribed herein, failure to update arrears of payment where such grace period may have been provided by the Bank which is at the Bank's own discretion to decide; and/or

15.1.3 the appointment of a receiver or trustee over the Cardholder's assets or property or any part thereof; and/or

15.1.4 where the Bank determines that the Card was obtained by fraud or where the Card was involved in a fraudulent transaction cause or contributed to be the Cardholder; and/or

15.1.5 where the Cardholder was involved in any fraudulent or criminal activity not limited to this Card or this agreement.

15.2 The Cardholder may terminate the Card Account by:

- 15.2.1 giving the Bank written notice of termination; and
- 15.2.2 returning the Card to the Bank cut in half; and
- 15.2.3 paying the Indebtedness in full, thereupon the Card Account will be terminated.

15.3 If a Card or Card Account is cancelled or closed for any reason, the Cardholder must immediately:

- 15.3.1 return all Cards;
- 15.3.2 pay the balance owing on the Card account including amounts for transactions not yet processed, accrued interest charges not yet debited and other charges which may be levied on the Card account as provided under the tariff of charges, and
- 15.3.3 repay any credit provided between the time of closure or cancellation and the time we receive all returned Cards.

15.4 All Indebtedness payable by the Cardholder upon the termination of the Card Account includes such Card Transactions which the Cardholder has carried out prior to but not debited from the Card Account and must be paid upon the Bank's demand.

15.5 The Cardholder's obligation under this Agreement will continue notwithstanding the termination of the Card Account for any reason.

**16. Set Off**

16.1 The Bank may, at any time and without notice to the Cardholder, consolidate any or all credit balances or set off from all/any credit balances of the Cardholder with the Bank, all or any of the Cardholder's aggregate liabilities (where applicable, including any unpaid withholding tax). The Bank is further authorised to, without notice, Hold any accounts in the name of the Cardholder and/or prevent withdrawal of any/all monies standing in the name of the Cardholder and transfer any sum standing to the credit of any such account(s) or any sum in the Cardholders' name towards the satisfaction of any of the Cardholders' liabilities to the Bank in respect of any accounts held at any branch of the Bank in Brunei Darussalam or elsewhere (overseas). The Bank's right hereunder shall not be affected by the death, bankruptcy, insolvency, composition with other creditors or if legal process is levied against the Cardholders.

**17. Insurance Coverage**

17.1 The Cardholder is entitled to free coverage on Card Purchases Insurance, Automatic Flight and Travel Accident Insurance and Scheduled Flight Travel Inconvenience Insurance without any extra cost. The Bank reserves the right to revoke the coverage at its sole discretion without any prior notice to the Cardholder. The insurance coverage is governed by the specific terms and conditions as set out in the Certificate of Insurance, a copy of which is provided to Cardholders together with their physical cards.

**18. Rewards Programme**

18.1 The Bank may from time to time introduce new products/services to be made available to Cardholders including but not limited to the Air Miles Programme, Rewards Programme and Credit Card Instalment Plan, which shall be governed by specific terms and conditions of such products/services and, in case of any conflict between the specific terms and the terms herein, the former shall prevail.

**19. Indemnity**

19.1 The Cardholder shall indemnify the Bank against any liability or loss arising from, and any costs, charges and expenses the Bank incurs (including legal costs on a full indemnity basis) in connection with:

- 19.1.1 services provided in connection with this agreement; or
- 19.1.2 the Bank acting in good faith on instructions (including by fax, telephone or email) purporting to originate from the Cardholder; or
- 19.1.3 non-performance of the Cardholder's obligations; or
- 19.1.4 the Bank exercising or attempting to exercise a right or remedy in connection with this Agreement after the Cardholder is in default (including appointing collection agents, or engaging solicitors to advise on the terms of this agreement or to resolve disputes, whether or not by court proceedings).

19.2 The Bank is not liable to the Cardholder for any loss, damage, embarrassment, cost or expense of any nature:

19.2.1 in connection with this Agreement (including because of failures in the communication system, industrial disputes, Acts of God or anything beyond our control),

19.2.2 in acting on instructions the Bank believes in good faith emanate from the Cardholder (including by fax, telephone or email).

**20. Variations to these Conditions**

20.1 The Bank reserves the right at all times to vary or amend these terms and conditions or to introduce new terms and conditions. Any such variation or amendment or introduction will become effective and binding on the Cardholder upon notification to the Cardholder by any means the Bank deems fit and if the Cardholder is unwilling to accept any such variation or amendment or introduction the Cardholder shall return the Card to the Bank for cancellation.

20.2 If the Cardholder retains or uses the Card or the PIN after the Bank has given the Cardholder notice of any changes in this Agreement, the Cardholder will be deemed to have accepted and agreed to such changes without reservation.

**21. Legal Proceedings**

21.1 The Cardholder irrevocably consents to the service of any notice or statement hereunder by prepaid post to the Cardholder's last known address in the Bank's records and such service shall be deemed effective immediately after posting and to be good and sufficient service of such process or documents.

21.2 Any admission or acknowledgment in writing by the Cardholder or any person authorised by the Cardholder of the Cardholder's Indebtedness to the Bank and any judgment recovered by the Bank against the Cardholder in respect of such Indebtedness shall be binding and conclusive evidence in all courts of law in Negara Brunei Darussalam and elsewhere.

21.3 The Cardholder expressly and irrevocably agrees that a certificate of Indebtedness issued by one of the Bank's officers shall be conclusive and binding evidence as the amount for the time being due and owing under the Cardholder's Card Account and it shall be conclusive evidence against the Cardholder in any legal proceedings.

**22. Expatriate Cardholders**

22.1 Card facilities are granted by the Bank to expatriate Cardholders only at the Bank's sole and absolute discretion.

22.2 For avoidance of doubt, Card facilities granted to expatriate Cardholders shall be terminated in concurrence with the cessation of employment in Brunei Darussalam unless otherwise agreed and for such duration agreed in writing by the Bank.

22.3 Upon termination of the Card facilities, the expatriate Cardholder must immediately pay in full the balance owing on the Card account in accordance with Clause 15.3.

**23. General**

23.1 If, for any reason, the Cardholder fails to comply with the terms and conditions of this agreement, the Bank may commence legal action against the Cardholder. The Cardholder shall be responsible for any charges and fees leading to and arising from the legal action including Solicitor and Client costs.

23.2 Any Card promotion(s) held by the Bank will be governed by the terms and conditions applicable to the promotion(s). In case of any conflict between such terms and the terms herein, the former shall prevail.

23.3 In the course of providing services in relation to the Card or Card Account, the Bank may need to record verbal instructions received from the Cardholder and/or any verbal communication between the Cardholder and the Bank in relation to such services.

23.4 The Bank's records (including computer and microfilm stored records) of all matters relating to the Card and/or the Card Account and any certificate signed by any of the Bank's officers stating the Indebtedness due and payable to the Bank as at any specified date shall be conclusive and binding on the Cardholder save for manifest error and the Bank may, in its absolute discretion, destroy any document relating to the Card Account after microfilming the same.

23.5 The Bank shall have the right (but not the obligation) to outsource or subcontract any part of its credit card operations to such third party (including without limitation any party outside Negara Brunei Darussalam) and on such terms as the Bank deems fit in its absolute discretion. Such operations shall include without limitation cheque clearing, creation, maintenance and archiving of documents and records, card production and mailing, and insertion, lettershopping and mailing of Card or PIN.

23.6 The Bank's failure to delay or exercise its rights and remedies under this Agreement is not deemed to be a waiver or partial waiver thereof by the Bank, no waiver by the Bank of any breach of this Agreement on the Cardholder's part will be considered as a waiver of any subsequent breach of the same or any provision of this Agreement.

23.7 The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to the Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the bank be responsible to the Cardholder or any third party for any indirect or consequential losses arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, the Bank shall incur no liability as a result of any act or omission of any third party (which is not acting as an agent of the Bank) through which any facilities or services to the Cardholder may be made available provided that the Bank shall have exercised reasonable care and skill in connection with its dealings with such third party.

23.8 The Bank and other members of the HSBC Group are obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. This may require that the Bank intercept and investigate any payment messages and other information or communications sent to or by the account holder or on the account holder's behalf via the Bank's systems and this process involves making further enquiries as to whether a name which might refer to a named or sanctioned person actually refers to that person.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party arising out of any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications or performing any other obligations caused in whole or in part by any steps taken pursuant to the above.

This process may cause a delay in processing certain information and therefore neither the Bank nor any member of the HSBC Group warrant that any information on the Bank's systems relating to any payment messages and communications which are the subject of any action taken pursuant to the above is accurate, current and up-to-date at the time it is accessed whilst such action is being taken.

23.9 The agreement supersedes with effect from the date hereof any other agreement between the bank and the Cardholder in connection with the issue or use of the Card such agreement being hereby cancelled.

23.10 Any provision of term herein which is prohibited or unenforceable by law shall be ineffective to the extent only of such prohibition or unenforceability without invalidating or affecting the remaining provision or term hereof.

23.11 In the event of any inconsistency between the provisions in the English version and the Bahasa Melayu version of this Agreement, the provisions in the English version shall prevail to the extent of such inconsistency.

23.12 The terms and conditions of this agreement will be governed and construed in accordance with the laws of Negara Brunei Darussalam and both the Bank and the Cardholder hereby agree to submit to the non-exclusive jurisdiction of the Courts of Brunei Darussalam.

# Visa and MasterCard Cardholder Agreement

The HSBC General Terms and Conditions will apply to all types of accounts / products / services / facilities and the specific terms and conditions set out hereunder shall form part of and be read with the General Terms and Conditions.

**TERMS AND CONDITIONS**

**1. Definition**

1.1 In this Agreement:-

- “**Agreement**” means the HSBC Visa and MasterCard Cardholder Agreement as amended from time to time;
- “**Application**” means an application for the issue of a Card subject to the terms and conditions of this Agreement;
- “**ATM**” means the automated teller machines or any card-operated machine which accepts the Card including but not limited to machines belonging to the Bank's global ATM network or to the VISA Global ATM network, the PLUS SYSTEM ATM network or the MasterCard Cirrus ATM network or to any other ATM network;
- “**Bank**” or “**HSBC**” means The Hongkong and Shanghai Banking Corporation Limited, including its successors and assigns;
- “**Card**” means the HSBC Visa Card/MasterCard (which shall mean either or all of the HSBC Visa Classic Card, HSBC Classic MasterCard, HSBC Visa Gold Card, HSBC Gold MasterCard, HSBC Visa Advance Card, HSBC Platinum Card and HSBC Premier MasterCard Credit Card), issued by the Bank pursuant to this Agreement including any card issued by the Bank through special arrangement and any renewal or replacement thereof, and subject to Clause 7, including any supplementary card thereof;
- “**Card Account**” means the account maintained with the Bank in respect of the Card for the purpose of entering all credits and debits received or incurred by the Cardholder under this Agreement;
- “**Card Transaction**” means any payment made or Cash Advance obtained or any amount charged for any goods, services and/or other benefits by, through or from use of the Card or the Card numbers or the PIN or in any other manner, including but not limited to mail, telephone or facsimile orders or reservations, regardless of whether a sales draft or Cash Advance or other voucher or form is signed by the Cardholder;
- “**Cardholder**” means the person to whom a Card is issued and where the situation requires means the Primary Cardholder and any and every Supplementary Cardholder;
- “**Cash Advance**” means a withdrawal of funds in any currency, in cash or other form of payment, obtained by the use of the Card at ATMs, the Bank, or other participating banks or financial institutions;
- “**Credit Limit**” means the maximum limit prescribed by the Bank of which the indebtedness outstanding at any one time shall not exceed;
- “**Current Balance**” means the indebtedness outstanding on a Card Account according to the Bank's records on the date of issue of the Statement;
- “**Due Date**” means the date specified in the Statement for payment of the Current Balance or any part thereof (including the Minimum Payment);
- “**Indebtedness**” means the sum total of the Cardholder's liabilities owing or payable to the Bank in respect of or in connection with the Card Account and/or this Agreement, including but not limited to all Card Transactions, fees, charges, goods and services tax, interest, costs and expenses (including legal costs) whether actual or contingent at any given time;
- “**Minimum Payment**” means the amount determined in accordance with Clause 10.5;
- “**Monthly Statement**” means a statement of account produced by the Bank reflecting the Current Balance outstanding for the specified period;
- “**Nominated Account**” means the Cardholder's current or savings account as specified in the application form;
- “**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 the Bank and any number(s) subscribed by the Cardholder for that purpose;
- “**Primary Cardholder**” means the person in whose name the Card Account is maintained and at whose request, a Supplementary Card has been issued by the Bank to a Supplementary Cardholder;
- “**Supplementary Cardholder**” means the person to whom a supplementary card is issued by the Bank at the request of the Primary Cardholder.

*\*Unless the context otherwise requires, words and expressions which are respectively defined or construed in the Cardholder's Agreement shall have the same meanings when used or referred herein. Words importing the singular include the plural and vice versa while words referring to the masculine also refer to the feminine and neuter genders. Reference to a person includes reference to a sole proprietor, partnership or company. Reference to a Clause is to a clause in these terms and conditions and the headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of these terms and conditions.*



**2. Agreement**

This Agreement covers either or all of the HSBC Visa Classic Card, HSBC Classic MasterCard, HSBC Visa Gold Card, HSBC Gold MasterCard, HSBC Visa Advance Card, HSBC Platinum Card and HSBC Premier MasterCard Credit Card including any card issued by the Bank through special arrangement and any renewal or replacement thereof, and subject to Clause 7, including any supplementary card thereof and all terms and conditions herein contained shall apply to either or both or all of these Cards.

The Card must be signed by the person to whom it is issued (“the Cardholder”) immediately upon receipt and such signature and/or use of the Card, shall constitute the Cardholder’s and his/her personal representatives’ acceptance of this HSBC Visa and MasterCard Cardholder Agreement and the terms and conditions contained herein.

**3. Conditions of Use**

Use of the Card is restricted to the Cardholder and subject to the terms and conditions herein contained. Pursuant to Clause 16, subject to loss or theft, and/or the Bank’s overriding discretion the Card remains valid until the date of expiry of the Card.

The Cardholder may use the Card, and must ensure that no one else uses the Card, during the validity period printed on the Card subject to the terms and conditions of this Agreement. The Cardholder undertakes and agrees that failure to restrict the Card to his/her own use only will render the Cardholder open to the consequences of unauthorized use/theft of the Card.

The Bank may issue replacement Cards and Personal Identity Numbers (“PINs”) at any time and at its own discretion.

The Card is the property of the Bank and will be returned to the Bank by the Cardholder upon the Bank’s request, and may, if it comes into the possession of a person or persons so authorized by the Bank, be retained, cut up and returned to the Bank by that person or persons. The Bank reserves the right to withdraw, at its absolute discretion, the Card and/or any of its services thereby offered at any time with or without (as it in its absolute discretion deems fit) prior notice, upon the death, bankruptcy or insolvency of the Cardholder, and in such circumstance if it so deems fit to terminate the use of the Card by the Cardholder.

The Cardholder remains solely liable to the Bank for the use of the Card. Should the Bank issue an additional card (“Supplementary Card”) at the joint request of the Cardholder and the additional Cardholder (“Supplementary Cardholder”), both the Cardholder and the Supplementary Cardholder will be jointly and severally liable to the Bank for the use of the Supplementary Card. The Supplementary Cardholder hereby agrees to be bound by this Agreement.

The Bank will maintain an account for the Cardholder for each Card held (“the Card Account”) to which the value of all purchases of goods or services and of all cash advances effected by the use of the Card (“Card Transactions”) and all fees and charges will be debited.

**4. Credit Limit and Facilities**

The Bank will assign a Credit Limit to the Card Account which must be strictly observed. The Cardholder undertakes not to exceed the Credit Limit assigned to the Cardholder by the Bank through any purchases or transactions which may cause aggregate outstanding balance of the Cardholder’s obligations to the Bank under the Card Account to exceed the assigned Credit Limit unless with the prior approval of the Bank. If this provision is breached, the Bank reserves the right to cancel the Card immediately without notice to the Cardholder.

Nothing herein contained shall be construed to affect or limit the Cardholder’s liability to the Bank under any provisions of this Agreement and the Cardholder shall be and remain liable to all transactions effected through the use of the Card notwithstanding the aggregate outstanding balance of the Card Account exceeded the assigned Credit Limit.

The Cardholder agrees that the Credit Limit may be subject to any limit set by the relevant regulatory authority.

The Cardholder hereby agrees that without prejudice to the Bank’s rights at any time, the Bank is entitled (in its absolute discretion and with or without giving prior notice to the Cardholder) to restrict, limit, increase or reduce the Cardholder’s Credit Limit or withhold credit or otherwise terminate the use of the Card, notwithstanding the Card Account may be in current and without default in any due payments. The Bank may do so without notice to the Cardholder unless otherwise required by regulatory bodies/agencies/court orders.

The Cardholder further agrees that where the Cardholder enjoys other banking facilities

with the Bank and if in the view that the Bank, the said other banking facilities and/or this credit card facility are/is not conducted in a manner satisfactory to the Bank, the Bank is entitled (without giving prior notice to the Cardholder), to restrict, limit, reduce or withhold the Cardholder’s credit or otherwise terminate the use of the Card.

The Cardholder shall be responsible for all facilities and services granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this Agreement. Failure to sign any sales vouchers will not relieve the Cardholder from liability to the Bank in respect thereof, if the Bank is of the opinion based on satisfactory documentary evidence, that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardholder and/or the merchant and/or Visa/MasterCard member bank.

The Cardholder understands that any amendments to the Credit Limit may result in adjustments to the minimum payment due and/or finance charge, if applicable.

The Primary Cardholder is responsible for informing the Supplementary Cardholder about the Credit Limit and changes thereto and will be further held responsible if the Credit Limit to the Supplementary Card is exceeded.

No increase to the Cardholder’s Credit Limit shall be deemed effective upon application without prior notification of approval by the Bank to the Cardholder.

Card facilities are granted subject to the Bank’s lending guidelines and always at the Bank’s overriding discretion.

**5. Cardholder’s Information**

The Cardholder must promptly notify the Bank’s Consumer Credit Risk Department at the address stated below in writing of any changes to the Cardholder’s personal circumstances or information (including but not limited to employment and/or office/home address), and upon closing the Cardholder’s Nominated Account.

Consumer Credit Risk Department  
The Hongkong and Shanghai Banking Corporation Limited  
Business Processing Centre  
Unit C1-C6, Block C, Jerudong Centre  
Jalan Jerudong BG3122  
Negara Brunei Darussalam

If the Cardholder is absent from Brunei for more than one month, the Cardholder shall leave clear and specific instructions to settle the Cardholder’s Card Account with the Bank and shall advise such instructions in writing to the address stated above in Clause 5.1 or to the Bank’s Call Centre prior to the Cardholder’s departure.

The Cardholder must provide the Bank with any information and documents as the Bank may require from time to time in its absolute discretion.

The Cardholder irrevocably and unconditionally agrees that the Bank may use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Brunei) information concerning the Card, Card Account, Nominated Account and any Card Transactions or the Cardholder (collectively known as “Information”) to, from or with any person as the Bank may consider necessary, including without limitation any member of the HSBC Group, any service provider or third party, any bureaux or agencies established or to be established by the Ministry of Finance or by other authorities, the Brunei Association of Banks for any and all purposes including without limitation: –

5.4.1 in connection with such service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) any such Information with our information concerning the Cardholder in the Bank’s possession; and/or

5.4.2 for the purpose of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder generally; and/or

5.4.3 for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or

5.4.4 for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or

5.4.5 for the purpose of processing of the Cardholder and Cardholder’s Information outside of Brunei Darussalam without reference to the Cardholder, as the Bank and/or the HSBC Group at its absolute discretion deems fit; and/or any other purposes and to such persons as may be in accordance with the Bank’s general policy on disclosure of Information as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Cardholder from time to time.

**6. Communication; notices and service of documents**

All notices, requests, instructions, demands and other communications may be served by personal delivery, ordinary post, facsimile transmission, short message service (“SMS”) or electronic mail to the Cardholder’s last known address (whether within or outside Negara Brunei Darussalam and whether such address is a Post Office Box or is a place of residence or business) and/or facsimile or contact number as may be provided to the Bank and shall be deemed (as the case may be) to be effectively received by the Cardholder once posted through mail and/or sent by facsimile transmission or SMS. In this connection, the Bank shall not be liable in any way whatsoever to the Cardholder for any loss or damage in the event that the aforesaid communication is received by a third party.

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

The Bank may serve any document on the Cardholder in a court action or otherwise required by law by delivering it or sending it by post to the postal or residential or business address last known to the Bank. This does not prevent any other method of service.

If and when the Cardholder sends a notice, request, instruction or other communication to the Bank, the records of the Bank shall be conclusive evidence as regards to the nature of such communications and the time at which they were received by the Bank. Any ambiguities in the written instructions deposited shall be the total responsibility of the Cardholder.

**7. Primary and Supplementary Cardholders**

The Primary Cardholder may nominate an unlimited number of persons to be issued supplementary cards linked to the Card Account, subject to the Bank’s approval.

The Primary Cardholder must check the entries in the monthly statement(s) carefully and where necessary promptly report any error or unauthorised transaction to the Bank within fourteen (14) days from the date of the monthly statement.

The Primary Cardholder must ensure that all Supplementary Cardholders have read and understood the terms and conditions as set out in this Agreement and will be liable for any non-compliance by any or all Supplementary Cardholders.

The Supplementary Cardholder agrees to be jointly and severally liable for all transactions processed through the use of the supplementary card and to be bound by the terms and conditions set out in this Agreement.

The Primary Cardholder is liable for the Credit Limit provided to each Supplementary Cardholder and is responsible for all transactions made by any or all Supplementary Cardholders.

Without prejudice to the other terms and conditions of this Agreement, the Primary Cardholder is liable to pay the Bank all amounts payable under this Agreement and the Card Account (whether incurred by Primary Cardholder or any of the Supplementary Cardholders).

All communication, as provided in Clause 6.1 sent or given to the Primary Cardholder is deemed to be communication sent or given to both. The Primary Cardholder and each Supplementary Cardholder agree to be bound by all instructions and requests written or oral from either the Primary Cardholder or any Supplementary Cardholder.

The Primary Cardholder and the Supplementary Cardholder may at any time request that the Bank terminate any Supplementary Cardholder’s use of the Supplementary Card in accordance with Clause 15.2. The respective obligations and liabilities of the Primary Cardholder and the Supplementary Cardholder under this Agreement will continue notwithstanding that the use of such Supplementary Card is terminated.

The Primary Cardholder irrevocably authorises and consents to the Bank, in its absolute discretion to disclose information about the Card Account to any or all Supplementary Cardholders.

The obligations of both the Primary and the Supplementary Cardholder shall not be affected by any disputes, counterclaims or set off rights between them, the liabilities of either one to the Bank ceasing as a result of disability or incapacity; invalidity or unenforceability of this Agreement; or a waiver by the Bank.

**8. The Card**

**Delivery of Card**

The Bank shall deliver the Card and any renewal or replacement thereof by registered post or through courier service to the Cardholder’s address as reflected in the Bank’s

system, at the sole risk of the Cardholder. The Cardholder acknowledges that the Bank’s delivery agents may restrict delivery of the Bank’s Cards to limited areas of service, for which no liability shall attach to the Bank.

The Cardholder may instruct the Bank or the Bank’s delivery agents to deliver the Card to another party on the Cardholder’s behalf at the Cardholder’s own risk. The Bank shall not be held liable for any loss or damages that the Cardholder may incur, sustain or suffer, directly or indirectly arising from or in connection with the Bank’s actions.

The Cardholder agrees that any Card that is sent by registered post or through courier to the Cardholder can be regarded by the Bank as having been received by the Cardholder in good order and the Bank will not incur any liability to the Cardholder or be responsible for any loss or damage whatsoever suffered by the Cardholder, howsoever caused, if the Card is not in fact so received or otherwise in connection with the dispatch or delivery of the Card by registered post or courier.

The Bank shall not be liable for improper delivery, mis-delivery or non-delivery of any Card nor shall the Bank be liable for any failure to deliver the items within a prescribed period due to any fortuitous event.

**Usage of Card**

Without prior authorisation from the Bank, the Cardholder shall not use the Card so that the outstanding balance on the Cardholder’s Card Account(s) exceeds the credit limit which the Bank has advised to the Cardholder. In the event that his limit is exceeded, the Bank reserves the right to cancel the Card immediately without notice to the Cardholder.

The terms and conditions of this agreement shall apply to the use of any additional card issued to any person or persons nominated as an additional Cardholder by the Cardholder and the Cardholder shall be bound by and be liable for its use in the same manner as if he had used it personally provided that any additional Cardholder shall not be permitted to make any withdrawals from an ATM machine unless the additional Cardholder is a signatory with the Cardholder on the Nominated Account. In addition to its rights and powers under this agreement, the Bank may cancel any additional Card at any time at the written request or either the Cardholder or the additional Cardholder accompanied by the return of the additional Card to the Bank. The Cardholder and any additional Cardholder(s) will be jointly and severally liable for all transactions processed by the use of the Card and additional Card(s) and all objectives undertaken in the terms and conditions.

The Card shall not be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that any Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction. Any payments for such purposes made by the Cardholder with a Card are liable to be rejected and thereafter, all Cards issued under the Cardholder’s account shall be terminated, without any liability on the part of the Bank. The Cardholder undertakes to indemnify and hold harmless the Bank, its officers, directors and employees from and against any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatsoever (including legal fees) that are caused by or arising from the Cardholder using any Cards for any unlawful activities.

**ATM/PIN**

The Bank may permit and authorise the Cardholder to use the Card at an automated teller machine (“ATM”) belonging to the Visa International ATM network, MasterCard International ATM network or the HSBC Group’s International ATM network (hereinafter collectively referred to as “ATM Network”), the following additional terms and conditions shall apply:-

9.1.1 The Personal Identity Number (“PIN”) will be issued and delivered to the Cardholder at his/her own risk. The PIN is strictly confidential and should not be disclosed to any other person under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of his/her PIN in any place or manner which may enable any third party to use the Card. The Cardholder understands and agrees that failure to comply with this requirement may expose the Cardholder to the consequences of theft/unauthorized use of the Card, for which the Bank will not be liable. The Cardholder hereby undertakes to hold the Bank free from all claims and liabilities from all parties whomsoever, arising from such unauthorized use. The Bank is authorised to change, de-activate or revoke a PIN at any time without a prior need to notify the Cardholder beforehand.

9.1.2 The Cardholder shall accept full responsibility for all transactions processed by the use of the Card at any ATM belonging to the ATM Network and hereby authorise the Bank to debit the Cardholder’s Nominated Account with the amount of any withdrawal or transfer effected by the use of the Card whether with or without the Cardholder’s knowledge or authority. Withdrawal of cash via the ATM Networks is to be treated as a cash advance in accordance with Clause 12.1 of this Agreement.

9.1.3 The Bank’s record of any transaction effected by the use of the Card shall be conclusive and binding against the Cardholder for all purposes.

9.1.4 In the event that the Cardholder does not operate a Nominated Account with the Bank, all transactions processed by the use of the Card shall be charged to the Cardholder’s Card Account.

9.1.5 The Cardholder shall not be entitled to overdraw the Nominated Account or to withdraw or transfer by the use of the Card at an ATM machine in excess of any overdraft limit agreed by the Bank.

9.1.6 Any cash or cheque deposited at an ATM machine shall only be credited to the Nominated Account after verification by the Bank (which shall be conclusive and binding as against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank as to its correctness.

9.1.7 Any cash deposit may only be regarded as having been received by the Bank upon crediting the same to the Nominated Account.

9.1.8 Any cheque deposited shall be accepted for collection only and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the paying bank.

9.1.9 The Bank shall not be responsible for any loss arising directly or indirectly as a result of malfunction and/or failure of the Card or any ATM.

9.1.10 If the application for the combined Card/ATM is made by more than one person, the applicants will be jointly and severally liable for all transactions processed by the use of the Card or at any ATM and the terms and conditions herein contained shall be jointly and severally binding on each of the applicants.

9.1.11 The Bank, in its absolute discretion may impose a limit on the amount the Cardholder may obtain at an ATM machine on any one transaction or day.

**10. Payments/Statement**

10.1 All sales vouchers or drafts and all cash advance vouchers or drafts issued pursuant to the use of the Card will be charged by the Bank to the Cardholder’s Card Account and a statement of amount so charged will be sent to the Primary Cardholder once during each month (“Monthly Statement”) on a date of the month to be determined by the Bank (“the Statement Date”).

10.2 Payment of the total amount specified on the Monthly Statement (“the Current Balance”) is due and payable on the date specified in the Monthly Statement (“the Due Date”) and the Cardholder shall incur no finance charge if payment of the Current Balance is received by the Bank on or before the Due Date. If a payment made to the Card Account through a direct debit arrangement is rejected by the Bank for any reason, including but not limited to insufficient funds, a late payment fee will be levied on the Card Account at a rate to be determined by the Bank in its sole discretion.

10.3 Payments made by the Cardholder to the Bank in respect of the Card Account will be applied firstly in or towards payment of any outstanding interest, charges and fees and thereafter against outstanding Card transactions.

10.4 The Cardholder agrees to examine each Monthly Statement (which includes any record of transaction / updated record) emanating from the Bank to see if there are any errors or discrepancies, entries arising from whatever cause, including, but without limitation, forgery, fraud, lack of authority or negligence of the Cardholder or any other person (“the Errors”). The said monthly statement shall be binding upon the Cardholder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Cardholder notifies the Bank in writing of any such Errors within fourteen (14) days of the date of the Monthly Statement. The Bank is entitled at any time to correct any error or omission in the Monthly Statement, which shall be conclusive and binding on the Cardholder along with any records of transactions and requests (whether voice-recorded otherwise).

10.5 Subject to payment of a finance charge, the Cardholder may elect to pay less than the Current Balance provided that the Cardholder makes the minimum payment due, as specified on the Monthly Statement. The Minimum Payment is:

10.5.1 8% of the Current Balance (as may from time to time be amended subject to legal and regulatory requirements); or

10.5.2 BND100 for Premier, Platinum and Gold Cards and BND50 for Classic Cards (whichever is greater); or

10.5.3 if the Current Balance exceeds the Credit Limit which the Bank has advised to the Cardholder, 8% of the Current Balance (as may from time to time be amended subject to legal and regulatory requirements) and the excess over the Credit Limit (“Minimum Payment”).

10.6 If the Cardholder fails to pay the whole of the Current Balance by close of business on the Due Date, a finance charge will be levied on a daily basis at the rate of 1.5% per month (minimum \$2.50):-

10.6.1 on the amount of each Card Transaction posted to the Card Account after the Monthly Statement date from the day following the Card Transaction date until payment or the next Monthly Statement date whichever is the earlier; and

10.6.2 on the Current Balance from the Monthly Statement date until any repayments are credited to the Card Account and thereafter on the reduced balance until the next Monthly Statement date when the finance charge for the preceding month will be debited to the Card Account.

**Interest Calculation Table (All amount in BND)**

The following examples show how much interest will be incurred under three different scenarios based on the following parameters:

- Outstanding Balance: **BND2,500**
- Credit Card Billing Date: **8th January 2012**
- Credit Card Payment Due Date: **28th January 2012**

**Scenario 1**

This scenario shows how much interest will be incurred when customer pays **minimum payment of 8%** against outstanding balance.

Outstanding balance as at 8th of January 2012	2500
Repayment Percentage % (Against outstanding balance)	8
Repayment Amount made on or before 28th of January 2012	200
Balance remaining	2300
Interest incurred on balance as of 8th January (billed for next cycle, due date 28th of the next month)	36.93*
Late charges	0
Total outstanding on 28th of the next month if no further purchases are made since 8th of January 2012	2336.93

*\*Remark: This is the amount of interest charged to your account on the next statement based on a minimum payment of 8% and calculated on a daily basis from the 8th of January*

**Scenario 2**

This scenario shows how much interest will be incurred when customer **does not make any payment** against outstanding balance.

Outstanding balance as at 8th of January 2012	2500
Repayment Percentage % (Against outstanding balance)	0
Repayment Amount made on or before 28th of January 2012	0
Balance remaining	2500
Interest incurred on balance as of 8th January (billed for next cycle, due date 28th of the next month)	38.11*
Late charges	40
Total outstanding on 28th of the next month if no further purchases are made since 8th of January 2012	2578.11

*\*Remark: This is the amount of interest charged to your account on the next statement based on NIL payment and calculated on a daily basis from the 8th of January. Please note that a late fee will also be incurred for failing to make payment.*

**Scenario 3**

This scenario shows that no interest will be charged if customer settles **full** outstanding balance.

Outstanding balance as at 8th of January 2012	2500
Repayment Percentage % (Against outstanding balance)	100
Repayment Amount made on or before 28th of January 2012	2500
Balance remaining	0
Interest incurred on balance as of 8th January (billed for next cycle, due date 28th of the next month)	0*
Late charges	0
Total outstanding on 28th of the next month if no further purchases are made since 8th of January 2012	0

*\*Remark: There will be NO interest charged since full payment of outstanding balance is made.*

An additional charge of BND40 shall be imposed on the minimum payment due if it is not received before the Due Date and such additional charge shall be debited to the Card Account on the next monthly statement date.