HSBC Bank Malaysia Berhad ("HSBC") Cardholder Agreement

(July 2021 Edition)

EFFECTIVE DATE:

- 1 July 2021

Please contact your nearest HSBC branch if you require any clarification.

Thank you for banking with HSBC.

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Cardholder Agreement

This Cardholder Agreement is available on the Bank's website at https://www.hsbc.com.my/terms-and-conditions/

IMPORTANT! Please take the time to read and understand this Cardholder Agreement before using your HSBC Credit Card as this Cardholder Agreement (including its appendices) is binding on you upon usage of the Credit Card. If there are any terms that you do not understand, please discuss further with the Bank's staff, authorized representative or agent before activating and using your HSBC Credit Card.

A. Acceptance of this Agreement

1. Only You can use the Credit Card. Any unauthorised use will be borne by You. You have signified acceptance of this Agreement at the point of application for the Credit Card. If You do not wish to be bound by this Agreement, please observe Clause 15 (a) below.

B. Definitions

2. The terms used in this Agreement shall bear the following definitions:

   i. "Annual Fee" means the annual fee payable by the You for each Credit Card and Supplementary Credit Card as stated in Our Tariff and Charges which can be viewed at https://www.hsbc.com.my/content/dam/hsbc/my/docs/tariff-charges.pdf.

   ii. "Balance Transfer" means the facility of transferring outstanding balances from another credit card You hold with another bank or credit card issuer into Your Credit Card Account with Us.

   iii. "Bank" or "We" or "Our" or "Us" means HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)).

   iv. "Card Account" means the account maintained for your Credit Card which will reflect all Your Card Transactions including fees and charges incurred on the Credit Card.

   v. "Card Statement" means the monthly statement We issue to You for your Credit Card.

   vi. "Card Transactions" means transactions effected by the use of the Credit Card including Retail Transactions, Balance Transfer, Cash Advance, Credit Card Instalment Plan and Standing Instructions.

   vii. "Cardholder(s)" or "You" or "Your" means the person to whom the Credit Card is issued, which includes the Supplementary Cardholder.

   viii. "Cash Advance" means cash or its equivalent is obtained from the Credit

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Card and includes (without limitation):

(a) Cash withdrawal using the Credit Card at Automated Teller Machines ("ATM") or over the counter at the Bank's branch,

(b) Transfer of funds from the available Credit Limit as cash from the Card Account to your HSBC/ HSBC Amanah deposit account through online interbank GIRO or instant transfer, and

(c) Quasi cash transactions using the Credit Card for:

(i) Betting and gaming related purchases,

(ii) Purchase of foreign currency, cryptocurrencies, travelers cheques and money orders, or

(iii) Wire transfers/money transfers.

ix. "Credit Card" means a primary and/or supplementary credit card issued by the Bank in accordance with the terms of this Agreement.

x. "Credit Card Instalment Plan(s)" means all credit card instalment plans offered by the Bank as may be available from time to time including but not limited to card instalment plan (IPP), cash instalment plan (CIP), balance conversion plan (BCP), and auto balance conversion (ABC) which enables You to pay for Your credit card spend or outstanding balance on instalment basis.

xi. "Credit Limit" means the limit assigned to the Credit Card Account which is available for utilization for You and all Your supplementary(ies) and will be indicated on:

(a) the card jacket or welcome letter when the Credit Card was initially delivered to You; or

(b) the Card Statement.

xii. "Current Balance" means the total outstanding amount on Your Credit Card Account. It includes any Retail Transactions, Balance Transfer, Cash Advance, Finance Charge, applicable fees and charges as stated in the Bank's Tariff and Charges and prevailing service tax (if any).

xiii. "Due Date" means the payment due date specified in the Card Statement to pay Your Statement Balance.

xiv. "Finance Charge" means the charge imposed by the Bank where You did not settle Your Statement Balance in full by the Due Date:

(a) For Retail Transactions, the Finance Charge is imposed on the unpaid Retail Transactions after the Due Date, calculated on a daily basis from the Posting Date until payments are credited to the Card Account and thereafter on the reduced balance (if any) and at the following applicable rates:

i. Tier-I: 15% per annum for Cardholders who promptly settle the Minimum Monthly Payment as specified in the Card Statement for 12 consecutive months;

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ii. Tier-II: 17% per annum for Cardholders who promptly settle the Minimum Monthly Payment as specified in the Card Statement for 10 months or more in a 12-month cycle; and

iii. Tier-III: 18% per annum for Cardholders who do not fall within Tier-I and Tier-II;

(b) in respect of Cash Advance, the Finance Charge shall be charged at 18% per annum on the Cash Advance amount taken, calculated from the date of disbursement until payment in full; and

(c) in respect of Balance Transfer and Credit Card Instalment Plans, the Finance Charge shall be charged at 18% per annum on the Balance Transfer or Credit Card Instalment Plan balances.

(d) Payment will be applied in the following order: to settle taxes, Cash Advance, monthly installment for Credit Card Instalment Plan(s), Retail transactions, Balance Transfer from highest to the lowest interest rate and fees (annual fee and late payment fee). Payment received will be applied towards settlement of the outstanding finance charges followed by outstanding principal balance and fees and charges.

xv. "Grace Period" means an interest-free/finance charge-free period of at least 20 days from the posting date of all outstanding balances to the Card Account.

xvi. "Late Payment Fee" means a fee calculated at 1% of the unpaid balance of the Credit Transactions (except annual fees and applicable taxes if any), subject to a minimum of RM10 and a maximum of RM100.

xvii. "Minimum Monthly Payment" means a minimum monthly payment payable on the Due Date, which is calculated based on:

5% of Current Balance + 100% monthly instalment of Credit Card Instalment Plans (if any) + any unpaid minimum monthly payment specified in the preceding month's Card Statement; OR RM50, whichever is higher.

xviii. "Personal Identification Number (PIN)" means a number code assigned by the Bank or determined by You to enable access to certain services related to the usage of the Credit Card.

xix. "Overlimit" means the amount charged to the Credit Card in excess of Your Credit Limit.

xx. "Posting Date" means the date a Card Transactions is posted to the Card Account.

xxi. "Retail Transactions" means all purchases of goods or services charged to the Credit Card, **excluding** Cash Advance, Credit Card Instalment Plans, Balance Transfer, fees and charges.

xxii. "Statement Date" means the date which the Card Statement is issued.

xxiii. "Statement Balance" means the outstanding amount specified in the Card Statement.

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xxiv. "Standing Instruction" means recurring payment instruction(s) charged to the Card Account.

Masculine terms in this Agreement include the feminine and neuter genders and vice versa and the singular includes the plural and vice versa.

C. Usage of Credit Card

3. The Credit Card is the property of the Bank and must be returned to Us on request (which shall not be unreasonably made).

4. (a) The Cardholder shall be liable to the Bank for the use of the Credit Card and must take reasonable steps to safeguard the Credit Card including the PIN, failing which any unauthorised usage of the Credit Card will be borne by You subject to Clause 13 below.

(b) You are required to enter Your PIN when prompted to complete a Card Transactions, or the transaction may be declined.

(c) For overseas transactions, PIN may or may not be supported and signature may be required.

(d) Contactless transactions, do not require PIN or signature if the amount is below RM250. This limit is set across the banking industry. Please note that Visa / Mastercard and/or the Bank may determine such other limit for Contactless transactions.

(e) For credit card transactions performed using mobile wallet, the terms and conditions in *Appendix 1 (Terms and Conditions for Mobile Wallet)* shall apply.

(f) If the Bank issues an additional card ("**the Supplementary Credit Card**") at the joint request of the primary Cardholder and the additional cardholder ("**the Supplementary Cardholder**"), the primary Cardholder will be solely liable to the Bank for the use of the Supplementary Credit Card.

(g) The Supplementary Cardholder is bound by this Agreement upon activation of credit card.

5. (a) The Cardholder shall not use the Credit Card for or in connection with gambling, unlawful activity or illegal transaction;

i. If We suspect, believe or know that any Card Transaction is or relates to any gambling, unlawful activity or illegal transaction, We reserve Our right to decline processing the Card Transaction and/or to reverse or cancel the Card Transaction, without any liability to Us.

ii. The Cardholder continues to be fully liable for the amount due in respect of such Card Transactions, which will be considered Cash Advance transactions, and You will not use this as a defence to refuse payment of amounts due to the Bank.

(b) The Cardholder is required to comply with the Credit Limit and must immediately pay the Overlimit (if any) to the Bank by the Due Date, or upon Our request, whichever is earlier.

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i. We may suspend further use of the Credit Card or Card Account until the Overlimit is settled in full to avoid potential impact to your credit rating/CCRIS.

ii. We may review Your Credit Limit from time to time. Based on Our assessment of the credit risks associated with the Card Account (including Your spending or repayment patterns) We may decide to increase or reduce Your Credit Limit. However, we will ensure that You are given at least three (3) banking days' prior notice of any change.

(c) We may also restrict, limit, withhold credit or terminate use of the Credit Card (including in situations where the Card Account is current and not in default of any payments) by giving You reasonable notice, unless otherwise required by regulatory bodies/agencies/court orders.

(d) You hereby agree that if You enjoy other banking facilities with the Bank and/or HSBC Amanah Malaysia Berhad ("HSBC Amanah") and if any of Your banking facilities is not conducted in a manner satisfactory to the Bank and/or HSBC Amanah, the Bank and HSBC Amanah shall have the right to reduce Your Credit Limit, after giving You three (3) banking days' prior notice. We can also restrict, limit or terminate Your use of the Credit Card, after giving You reasonable notice unless otherwise required to do so by regulatory bodies/agencies.

(e) If You use the Credit Card in a currency other than Ringgit Malaysia, such amount shall be converted at the exchange rate as determined by Visa International or Mastercard International, on the date of conversion in addition to a foreign currency conversion cost of 1.25% as well as any transaction fee charged by Visa International or Mastercard International.

6. The Cardholder is liable for all Card Transactions even if there is a failure to sign the sales draft/enter PIN (where applicable) or where such failure and/or omission is due to the nature of the transaction or due to oversight on the part of the Cardholder and/or the merchant and/or VISA / Mastercard member bank.

(a) The Statement Balance specified on the Card Statement is due and payable by the Customer on the Due Date.

(b) The Cardholder may elect to pay less than the Statement Balance provided that the Cardholder makes the Minimum Monthly Payment on the Due Date.

(c) Where the Cardholder has more than one Credit Card and each Credit Card has its own Credit Limit, the Minimum Monthly Payment shall be applicable to each of the Credit Cards.

(d) If the Cardholder pays the Bank less than the Statement Balance by the Due Date as prescribed in the current month's Card Statement, Finance Charge will be imposed on all outstanding balance (except taxes (if any) and, Late Payment Fee (if any)) from posting date until full settlement.

(e) If the Cardholder settle the current month's Statement Balance in full on or before the Due Date, the Cardholder will enjoy Grace Period on the following month's outstanding balances.

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(f) A Late Payment Fee will be charged by the Bank if You fail to pay the Minimum Monthly Payment by the Due Date. The Late Payment Fee will be charged on the day after the expiration of 4 days from the Due Date and will be specified in the following month's Card Statement.

(g) Failure to pay your Minimum Monthly Payment by the Due Date, may impact your credit rating as reported to CCRIS (Central Credit Reference Information System).

7. The Cardholder may setup Standing Instructions with merchants subject to the terms of this Cardholder Agreement and shall be liable for such Standing Instruction in accordance with Clause 6 above.

(a) For Mastercard Cardholders, the Bank is enrolled in Mastercard Automatic Biller Updater (ABU) which stores Credit Card details and transactions with selected merchants which may impact the way Standing Instructions are managed by Mastercard. Mastercard Cardholders are encouraged to visit www.hsbc.com.my/abu to find out more on the mechanics of ABU before setting up any Standing Instruction.

D. Verification of Card Statements

8. The Cardholder agrees to promptly check and reconcile the contents of each Card Statement and transaction record from the Bank to see if there are any errors, omissions, discrepancies or irregularities (including any errors arising from fraudulent or unauthorized transaction) (collectively "Irregularities"). The Cardholder shall notify the Bank of any Irregularities, as soon as practicable and in any case within sixty (60) days from the date of the Card Statement If notice is received by the Bank after this time period, the Bank shall not be responsible for any Loss resulting from the delay by the Customer in providing such notice.

E. Cash Advance

9. (a) Cash advances is subject to a fee of 5% of the amount advanced or RM15, whichever is higher, and shall be debited to the Card Account.

(b) All inter-country transactions via ATMs are subject to the laws of the country where the transaction is performed. For all such transactions, the exchange rates (if applicable) shall be the prevailing exchange rates as determined by the Bank as at the date the transaction is debited into the Card Account.

F. Payments Made to Card Account

10. (a) Any transaction for the deposit of cash, cheques, and other negotiable instruments, shall only be deemed as having been made:

i. if by a deposit of cash, upon verification by Bank's staff of the deposit and of the amount of such deposit and the entry recorded in the Bank's records;

ii. if by a deposit of cheques or other negotiable instruments, upon verification Bank's staff of the deposit and amount of such deposit and of

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the Cardholder's title to such cheques and other negotiable instruments for collection.

(b) The receipt issued by the Cash Deposit Machine and Cheque Deposit Machine and the amounts reflected on the ATM screens, at the time of the deposit transaction may confirm the deposit effected but not the amount deposited, hence will not be treated as received for value until the amount transferred is entered into Our records.

(c) Any payments made by debit instruction or fund transfers, for example, Interbank GIRO, Internet Banking & Phone Banking, shall be deemed as having been made, upon our receipt of cleared funds and/or when the amount is entered into Our records.

G. Annual Fee and Service Tax

11. The Cardholder agrees to pay the Annual Fee and applicable tax for all or any Credit Card(s) (including any Supplementary Credit Card) issued. This Annual Fee shall be determined and/or varied by the Bank by providing 21 days' notice to the Cardholder. The Annual Fee will be billed to the Cardholder as specified in the Card Statement.

H. Liability vis-à-vis Cardholder and Merchant

12. (a) The Bank is not liable for any act or omission of any merchant establishment including any refusal to honour the Credit Card, or any defect or deficiency in any goods or services supplied to the Cardholder by such merchant.

(b) The Cardholder shall resolve all complaints, claims and disputes against merchants directly.

(c) Any claims and/or disputes which the Cardholder may have against a merchant shall not relieve the Cardholder of the obligation to pay the amounts due to the Bank.

I. Loss, Stolen or Unauthorised Use of Credit Card and Disclosure of PIN to Unauthorised Persons

13. (a) In the situation of a card-present unauthorised transaction requiring PIN verification performed on the Card Account, the Cardholder shall not be liable for the disputed Card Transaction unless it is proven that the Cardholder has:

i. acted fraudulently;

ii. delayed in notifying Us as soon as reasonably practicable after having discovered the loss or unauthorized use of the Credit Card;

iii. voluntarily disclosed the PIN to another person; or

iv. recorded the PIN on the Credit Card, or on anything kept in close proximity with the Credit Card, which could be lost or stolen together with the Credit Card.

(b) In the situation of a card-present unauthorized transaction requiring signature verification or the use of a contactless card performed on the Card Account, the

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Cardholder shall not be liable for the disputed Card Transaction unless it is proven that the Cardholder has:

i. acted fraudulently;

ii. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Credit Card;

iii. left the Credit Card or an item containing the Credit Card unattended, in places visible and accessible to others, except at the Cardholder's place of residence. However, Cardholders are expected to exercise due care in safeguarding the Credit Card even at Cardholder's place of residence; or

iv. voluntarily allowed another person to use the Credit Card.

(c) The Cardholder shall not be held liable for any unauthorised transactions charged to the Credit Card after the Cardholder has notified the Bank as soon as reasonably practicable, either verbally or in writing, of the lost, stolen or unauthorised use of the Credit Card.

(d) The Cardholder shall not be held liable for losses incurred due to any of the following:

i. the Bank fails to send reminders on Cardholders' responsibilities to the Cardholder;

ii. the Bank fails to provide customer hotlines which are operational at all times for the Cardholder to notify the Bank of any lost, stolen or unauthorised use of the Credit Card;

iii. a technical breakdown or other deficiency in the Bank's systems or equipment;

iv. weaknesses or vulnerability in security features and controls adopted by the Bank;

v. the disputed Card Transaction was one that involved the use of a forged Credit Card;

vi. for a Card Transaction requiring PIN verification, the disputed Card Transaction occurred before the Cardholder received the PIN or changed the default PIN for the first time;

vii. fraudulent or negligent conduct of the employees or agents of the Bank or merchants; or

viii. a transaction, excluding a recurring transaction, that occurred after the Cardholder has notified the Bank of the lost, stolen or unauthorised use of the Credit Card.

(e) To facilitate the Bank investigating into any report of lost, stolen or unauthorized use of Credit Card, the Bank will require the assistance of the Cardholder to perform the following:

i. notwithstanding that the Cardholder may have lodged a verbal report, the Bank will require the Cardholder to complete a written report, which may

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include the completion of a questionnaire; and

ii. to provide the Bank with a copy of a police report filed in relation to the loss or theft of the Credit Card.

(f) The Cardholder will not be required to pay the disputed Card Transactions pending investigation by the Bank without prejudice to the Bank's right to claim from the Cardholder the appropriate amount based on the outcome of the investigation.

(g) Notwithstanding the above, the limitation of liability does not apply to situations where the disputed transactions were performed as a result of the Cardholder having disclosed the PIN for the Credit Card(s) to another person. The Cardholder shall act in good faith, exercise reasonable care and diligence in keeping the PIN in secrecy. For example, the Cardholder should not:

i. Write or otherwise record the PIN in a way that can be understood by someone else either on the credit card, or on anything kept in close proximity with the Credit Card;

ii. Disclose the PIN to someone else including, without limitation, the Bank's employees and any third parties providing account aggregation services;

iii. Keep or dispose securely any advice from the Bank concerning the PIN promptly after receipt;

iv. Use a PIN which may be easy to guess such as birthdays, telephone numbers, dates of birth, identity card number, passport number, driving licence or contact numbers etc;

v. Use the same PIN without regularly changing it;

vi. Use PIN from other internet sites.

J. Set-Off

14. The Cardholder authorises the Bank, whether before or after the termination of the Credit Card, to place a hold on the money standing to the credit of any existing account(s) of the Cardholder, of whatever nature, type and description maintained with the Bank (and whether upon maturity or otherwise and whether in Ringgit Malaysia or in any currency) including any joint account(s) with a Supplementary Cardholder and at the end of seven (7) days written notice, to set-off or apply or transfer or utilise any sum standing to the credit of any one or more of such accounts (even if it involves uplifting/withdrawing any deposit/investment before maturity date and/or converting the same into Ringgit Malaysia at the Bank's spot rate of exchange on the day of conversion), in or towards satisfaction of the Cardholder's and/or the Supplementary Cardholder's liability to the Bank under this Agreement (including but not limited to outstanding amounts, legal costs, charges and expenses incurred, if any, in respect of enforcement of this Agreement or recovery of outstanding amounts).

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K. Termination of Credit Card and Supplementary Credit Card

15. (a) The Cardholder may terminate this Agreement at any time by contacting the Bank or by written notice to the Bank without being subjected to any fees/conditions provided that all outstanding balances (including interests, fees and charges) have been settled and any amount of any transactions effected through the use of the Credit Card (whether before or after the termination of the Credit Card Account), including transactions effected but not yet posted to the Credit Card Account. The Bank will process the closure of the Credit Card Account as soon as is practicable, provided that the balance of the Cardholders Card Account is zero. Any credit balances in the Credit Card Account shall be refunded within 30 days from the date of closure request. Any Credit Card issued to the Cardholder shall be cut up by the Cardholder and the Bank shall be absolved of all liability or losses as a result of the Credit Card or Supplementary Credit Card being used by third parties. No refund of the annual fee or any part thereof will be made upon termination of the Credit Card and/or Supplementary Credit Card. If only one of the Supplementary Credit Card(s) is to be cancelled, the Cardholder should advise the Bank accordingly. The said Supplementary Credit Card shall be cut up by Cardholder and the Bank shall not be responsible for any losses resulting from the said Supplementary Credit Card being used by the Supplementary Cardholder and/or third parties. The termination of any Supplementary Credit Card will not terminate the Credit Card, unless otherwise advised to the Bank by the Cardholder.

(b) The Bank may on providing reasonable notice of at least 7 banking days' and for circumstance We deem fit, including but not limited to death, bankruptcy, insolvency of the Cardholder, 3 consecutive default by the Cardholder in the monthly repayments of the Card Account or non-adherence of the terms and conditions herein, and without any liability whatsoever to the Cardholder, terminate this Agreement.

(c) The Premier World MasterCard®/Premier Travel Credit Card can only be held together with an HSBC Premier Account. Whereas, the Advance Visa Platinum Credit Card can only be held together with an HSBC Advance Account. In the event the Cardholder of Premier World MasterCard® Credit Card/ Premier Travel Credit Card/Advance Visa Platinum Credit Card no longer holds an HSBC Premier Account or HSBC Advance Account (as applicable), the Premier World MasterCard®/Premier Travel Credit Card/Advance Visa Platinum Credit Card shall be cancelled/terminated immediately upon termination of the HSBC Premier Account/HSBC Advance Account, or upon re-designation/auto-conversion of the HSBC Premier Account/HSBC Advance Account, as the case may be.

L. Effects of Termination

16. (a) The entire outstanding balance on the Card Account and the amount of any outstanding Card Transactions effected (whether before or after the termination of this Agreement) that have yet to be posted to the Card

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Account including any outstanding payments/instalments not due but which the Cardholder is liable for arising from any Mail Order, Telephone Order Schemes, Credit Card Instalment Plans, Balance Transfer or Standing Instructions (recurring payment) made or allegedly made by the Cardholder to a merchant establishment for the supply of goods or services to be charged to the Card Account (collectively, "the outstanding amounts") shall become immediately due and payable in full to the Bank.

(b) Without prejudice to the Clause 16 (a) above, the Cardholder agrees that he/she remains liable to the Bank for any recurring transactions billed into his/her Credit Card resulting from existing standing instructions/payment arrangements with the merchant establishment(s) involving the Credit Card notwithstanding that the Cardholder has terminated the Card. It is the Cardholder's sole duty and obligation to cancel or transfer such standing instructions/payment arrangements to another medium of payment before terminating his/her Credit Card. The Bank may reverse these transactions from the Card Account, although it is not obligated to do so, if the Cardholder provides proof of payment made by him/her to the merchant establishment(s) receiving payment under the standing instructions/ payment arrangements.

(c) The Cardholder or his/her estate will be responsible for all outstanding amounts and shall keep the Bank indemnified for all costs (including legal fees on a solicitor and client basis) and expenses incurred in recovering such outstanding amounts.

M. Cardholder's Obligations

17. The Cardholder is to notify the Bank's promptly by calling 1300-88-1388 or in writing of any changes in:

(a) employment or business; or

(b) his/her office or residential address; or

(c) any of the Cardholder's contact particulars provided to the Bank.

N. Automated Phone-banking Service and Personal Internet Banking

18. Where the Cardholder links his/her Card Account for access through the Bank's Automated Phone-banking Service ("the APB") or Online Banking, the Cardholder agrees that the respective APB and Online Banking Terms and Conditions shall form part of these Card Terms and Conditions. In the event of a conflict concerning Credit Card usage, these Card Terms and Conditions shall prevail.

O. Service and Notification

19. (a) The Cardholder hereby irrevocably consents to the service of the Card Statement and any notices under this Agreement, other than service of a notice of demand and of any court process:

i. by ordinary mail or courier to the Cardholder's address last known to the Bank. Such service shall be deemed to be effective three (3) days after the date of posting even though it is later returned undelivered; or

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ii. by electronic mail to the Cardholder's e-mail address last known to the Bank, short messaging system (SMS) message to Cardholders' mobile number last known to the Bank or internet banking mailbox with the Bank. Such notification shall be taken to have been received at the time of transmission; or

iii. by posting a notice onto the Bank's public website or any of its branches.

(b) For any service of notice of demand and any legal process, the Cardholder irrevocably consents to the service by registered post (not being AR registered post) or courier to the Cardholder's address last known to the Bank. Such notice shall be deemed to be good and sufficient service three (3) days after the date of posting even though it is later returned undelivered.

P. Conclusive Evidence

20. A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence against the Cardholder for all purposes including any legal proceedings.

Q. Modification and Variation

21. (a) The Cardholder agrees that the Bank has the right to vary, add to or delete any of these Terms and Conditions from time to time with reasonable notice given to Cardholder of the changes. The Bank shall, before the effective date of such changes (other than change to Credit Limit), give the Cardholder at least 21 days' notice of any such alterations or publish the change in a manner considered reasonable or as required by the regulatory bodies/agencies. The Cardholder agrees that he/she will be bound by such changes and if the Cardholder does not agree with such changes, the Cardholder shall be given a reasonable time frame to terminate the use of the Credit Card upon:

i. the Bank receiving prior written notice (i.e. before the end of the 21 days' notice period) from the Cardholder on disagreement to the changes and decision to terminate the Credit Card; and

ii. returning the Credit Card to the Bank.

Upon termination of the Credit Card, the annual fee paid is not refundable and Clause 16 shall apply.

(b) The Cardholder's retention or use of the Credit Card after the effective date of any change of Terms and Conditions is deemed acceptance of such changes without any reservation by the Cardholder.

R. Collection, Processing and Sharing of Cardholder Information

22. Generic Terms & Conditions ("GTC") Shall Apply.

i. GTC Clause 10 on "Collection, Processing and Sharing of Customer Information" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card".

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ii. GTC Clause 10 is to be read together with GTC Clause 41 on "Definitions".

iii. GTC Clause 10 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

S. Foreign Exchange Policy

23. (a) The Cardholder authorizes the Bank to take any steps to comply with the relevant Foreign Exchange Notices issued by Bank Negara Malaysia from time to time in respect of any overseas Card Transactions. For more information on Foreign Exchange Notices and how it impacts the Customer at https://www.bnm.gov.my/fep.

(b) Where applicable, the Cardholder shall comply with the Foreign Exchange Policy of Malaysia and use the Credit Card within the limits imposed by the Foreign Exchange Policy Authorities. The Cardholder shall be responsible for complying with such regulations and limits, and amendments thereto and the Cardholder shall indemnify and hold harmless the Bank from and against all claims, liabilities and damages howsoever arising from the Cardholder's negligence, action, fraud or unreasonable failure to so comply.

(c) The Cardholder agrees that if the Cardholder would like to use the Credit Card to buy or sell foreign currency (i.e. foreign currency against ringgit, or foreign currency against another foreign currency), the Cardholder shall only transact with a licensed onshore bank or any person licensed under Money Services Business Act 2011. The Cardholder understands and agrees that a resident individual in Malaysia with domestic ringgit borrowing/financing is allowed to invest in foreign currency asset up to a limit of RM1 million in aggregate per calendar year if the investment is sourced from conversion of ringgit including through use of the Credit Card. The Cardholder continues to be fully liable for the amount due in respect of such Card Transactions, and will not use any non-compliance with Foreign Exchange Notices and/or regulations as a defence to refuse payment of amounts due to the Bank.

T. Indemnity

24. (a) The Cardholder agrees to indemnify the Bank against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis), which the Bank may incur by reason of the provisions herein or in the enforcement of its rights arising from the Cardholder's negligence, action, fraud or unreasonable failure to comply with the terms of this Agreement.

(b) This indemnity shall remain in full force and effect even after termination of the Credit Card.

U. Disclaimer

25. The Bank shall not be liable for any loss, injury or damage howsoever arising including consequential and economic loss suffered by the Cardholder, as a result of:

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(a) Card Transactions being rejected due to a "Card Referral", 'Card Block" or "Card Declined" Status placed on the Credit Card by the Bank, as a security measure;

(b) failure of the Credit Card not caused by the Bank or its intermediary;

(c) the usage of any service offered by unauthorized third party(ies) in relation to the Credit Card;

(d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure in connection with the usage of the Credit Card, where not caused by the Bank or its intermediary;

(e) by any circumstances beyond the Bank's control or by strikes or other labour disputes.

26. In the event there are disputes on transaction(s) performed with the Credit Card, the Bank may decide whether or not to effect a temporary refund and/or counterfeit refund of credit to the Cardholder pending further investigation by the Bank with the merchants, acquiring banks and/or any other relevant parties. Where the merchants, acquiring banks and/or relevant parties are able to prove with sufficient evidence that the disputed transaction(s) was/were genuinely incurred and/or participated by the Cardholder, the Bank has the right to reverse the temporary credit posted.

V. Financial Crime Risk Management Activity

27. Generic Terms & Conditions ("GTC") shall apply

i. GTC Clause 8 on "Financial Crime Risk Management Activity" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card"

ii. GTC Clause 8 is to be read together with GTC Clause 41 on "Definitions".

iii. GTC Clause 8 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

W. HSBC Visa Exclusive Privileges / Mastercard Moments Privileges ("Privileges")

28. The list of Visa Exclusive Privileges / Mastercard Moments privileges associated with HSBC Credit Cards, including the Concierge Service, published in any of the Bank's Credit Card brochures/publications/public website, are provided by Visa International and Mastercard International through third party organisations and/or services provided for the benefit of HSBC Credit Card Cardholders. These Privileges, including the Concierge Service are subject to change. The Bank disclaims all warranties given by the said third party organisations and/or the service providers, both expressed and implied, including, but not limited to any implied warranty of merchantability and warranty of fitness for a particular purpose, for each of the products and services. In addition, the Cardholder undertakes to indemnify the Bank against all claims, liabilities, damages and expenses (legal or otherwise including costs on a solicitor and client basis) incurred by the Bank in relation to any act or omission of the Bank, its

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servants or agents (other than that resulting from its/their gross negligence) and in any event, third parties, as well as any loss or damage suffered by the Bank in relation to the Privileges.

X. Authorisation or Instructions via Mail, Telephone and Electronic Medium (Online Communication)

29. (a) The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by mail, telephone or electronic media (i.e. online communications including but not limited to instructions received via mobile banking applications) by the Cardholder or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the Instructions as fully authorized by the Cardholder and the Bank shall be entitled to take such steps in reliance upon the Instruction as the Bank may consider appropriate.

(b) The Bank under terms of this authorization is not obliged to accept and act upon the following Instructions:

i. Power of Attorney to another person/entity

ii. Closure of the account(s) in event any outstanding balances are not settled

30. Subject to Clauses 8 and 26, any request by mail, telephone or electronic media (online communications) including without limitation, internet banking and bill payments, made by the Cardholder to a merchant or a provider of any services for the supply of goods and/or services to be charged to the Card Account shall constitute authority:

(a) for the merchant or the provider of services to issue a sales draft for the amount to be charged; and

(b) for the Bank to debit the Card Account with such amount charged.

31. The Bank shall take all reasonable steps to verify the identity of the person or persons giving the instructions.

Y. Tax Compliance

32. Generic Terms & Conditions ("GTC") Shall Apply

i. GTC Clause 14 on "Tax Compliance" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card".

ii. GTC Clause 14 is to be read together with GTC Clause 41 on "Definitions".

iii. GTC Clause 14 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

Z. Conflict & Order of Priority

33. Generic Terms & Conditions ("GTC") Shall Apply

i. GTC Clause 33 on "Conflict & Order of Priority" is incorporated in this Cardholder

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Agreement.

ii. GTC Clause 33 is to be read together with GTC Clause 41 on "Definitions".

iii. GTC Clause 33 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

AA. General

34. This Agreement is governed by and construed in accordance with the laws of Malaysia and applicable directives of regulatory bodies/agencies. Any term or condition in this Agreement which is unenforceable shall not affect the remaining terms and conditions.

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Appendix 1

HSBC Bank Malaysia Berhad ("HSBC Bank") Terms and Conditions for Mobile Wallet

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

IMPORTANT! Before you register, add, activate and use your Mobile Card within a Mobile Wallet, please read these Terms and Conditions and the HSBC Bank Cardholder Agreement ("Cardholder Agreement") carefully. By registering, adding, activating and using your Mobile Card via a Mobile Wallet, you will be considered to have accepted these Terms and Conditions and the Cardholder Agreement and will be bound by them.

1. Terms and Conditions to supplement the Cardholder Agreement

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

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

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

2. Registering, adding and activating Mobile Card

   (a) You are eligible to add a Mobile Card in your Mobile Wallet if your Card Account is in good standing in accordance with the Bank's requirements and standards.

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

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

   (d) By registering a Mobile Card, you consent to us sending you an SMS message for verification and activation purpose based on your mobile number registered with us. For Supplementary Card registration, the SMS message will be sent to the Supplementary Cardholder mobile number registered with us. If we do not have a record of your mobile number, we will not be able to send an SMS

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message to you. In such scenario, you will need to call us

(e) on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile Card.

(f) The Mobile Wallet Provider may limit the number of Mobile Cards that you may add in one Mobile Wallet from time to time.

(g) One (1) Mobile Card can only be added to one (1) Mobile Wallet on one (1) Eligible Device. Adding the same Mobile Card to the same Mobile Wallet on a different Eligible Device is not allowed for security reasons.

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

3. Use of Mobile Card

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

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

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

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

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

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

4. Card Account and credit limit

(a) Your physical Credit Card and Mobile Card constitute one and the same Credit Card and share the same Card Account.

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

(c) You can view the Mobile Card related information, such as transaction history, through the Mobile Wallet. You acknowledge and accept that some of the listed transactions may be authorising transactions, which are temporary and are subject to reversal (e.g. low value authorisation for your verification and pre-

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authorisation at (but not limited to) petrol stations and hotels).

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

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

5. Acknowledgment of risk and your responsibility

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

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

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

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

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

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

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

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

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

ix. delete your Mobile Card from the Mobile Wallet before you dispose of your

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Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be serviced or repaired;

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

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

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

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

6. Loss, theft or misuse Report promptly

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

i. acted fraudulently;

ii. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Mobile Card;

iii. left the Mobile Card unattended, in places visible and accessible to others, except at your place of residence. However, you are expected to exercise due care in safeguarding the Mobile card even at your own place of residence; or

iv. voluntarily allowed another person to use the Mobile Card.

7. Limitation of our liability

(a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible Eligible Device. We are not the provider

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

(b) We are not liable to refund you for any unauthorised transactions where we are able to prove that appropriate security measures were not applied including those provided in Clause 5 (a), Clause 6 (a), Clause 10 herein or those provided in the Cardholder Agreement.

8. Your Personal Data

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

9. Fees and charges

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

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

10. Termination of Mobile Card

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

(b) If you are a Primary Cardholder, you cannot terminate the Mobile Card of the

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Supplementary Cardholder without terminating the physical Supplementary Credit Card.

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

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

ii. termination of primary Mobile Card will not automatically terminate any supplementary Mobile Card(s).

(d) We have the right to suspend, freeze or terminate your Credit Card under the Cardholder Agreement. These rights will be extended to your Mobile Card. Your Mobile Card will be suspended, freezed or terminated at the same time if your Credit Card is suspended, freezed or terminated under the Cardholder Agreement. You agree that we will not be liable to you or any third party for any suspension, freezing or termination of your use of any Credit Card or Mobile Card.

(e) We will also have the right to suspend, freeze or terminate the use of a Mobile Card if your Mobile Wallet has been suspended, freezed or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 6(a).

(f) Upon termination of Mobile Card whether by you or by us, you must remove the Mobile Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Card or the Mobile Wallet from your Eligible Device.

(g) You are responsible for all Mobile Card Transactions whether or not authorised by you unless and until you have removed the Mobile Card from your Mobile Wallet and Eligible Device upon termination.

(h) Termination of the Mobile Card on its own will not affect the physical Credit Card which will continue to be governed by the Cardholder Agreement.

11. Variation of this Terms and Conditions

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

12. Governing law, jurisdiction and version

(a) These Terms and Conditions are governed by and will be construed according to laws of Malaysia.

(b) You submit to the non-exclusive jurisdiction of the courts of Malaysia.

13. General matters

If you have any questions or complaints about your Card, please contact us at 1-300-88-1388 (for HSBC Bank Malaysia Credit Cards) or 1300- 88-9393 (for HSBC Premier

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Credit Cards). If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

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Definitions

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

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

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

Device Passcode means the access passcode of your Eligible Device.

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

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

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

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

Mobile Wallet Provider means provider of the Mobile Wallet, as designated by us from time to time. **these Terms and Conditions** means these terms and conditions as may be amended from time to time. **we, us, our or HSBC** means HSBC Bank.

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

Issued by HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)).

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