

## CREDIT CARD CARDHOLDER AGREEMENT TERMS AND CONDITIONS

**IMPORTANT:** Before you use your HSBC credit card, please read carefully the Cardholder agreement printed below. The term "Card" within these terms and conditions relates to any of the following HSBC credit cards: HSBC Visa/MasterCard gold and HSBC Classic Visa/MasterCard. By accepting the Card you are agreeing to the Terms and Conditions set out below and will be bound by them.

The HSBC credit card ("the Card") is issued by The Hongkong and Shanghai Banking Corporation Limited ("the Bank") on the following Terms and Conditions.

### 1. The Card

- 1.1 The Card is the property of the Bank and will be returned to the Bank immediately by the Cardholder upon the Bank's request. The Cardholder shall be liable to prosecution in case he/she continues to make use of his/her Card after such demand.
- 1.2 The Bank may in its absolute discretion and without prior notice and reason withdraw at any time the Cardholder's right to use the Card and may refuse any request for authorisation for any card transaction.
- 1.3 The Card will be accepted only at merchants and ATMs displaying the Visa and/or MasterCard logos.

### 2. Collection and use of the Card

- 2.1 The person to whom the Card is issued ("The Cardholder") will sign the Card immediately upon receipt and will not permit any other person to use it and will at all times safeguard the Card and keep it under the Cardholder's personal control.
- 2.2 The Cardholder agrees that any new Card or reissued Card will be sent to his statement address via Secured Postal service and is deemed to have been received by the Cardholder in good order when he signs the Acknowledgement of Letter. The Bank will not incur any liability to the Cardholder or be responsible for any loss or damage whatsoever suffered by the Cardholder whatsoever caused if the Card is not in fact so received or otherwise in connection with the despatch or delivery of the Card by Secured Postal Service.
- 2.3 The Bank will maintain an account in respect of the Card ("the Card Account") to which the value of all purchases of goods and services, of all cash advances effected by use of the Card ("Card Transactions") and of all the fees and charges will be debited. The Cardholder's failure to sign any sales or cash advance voucher whether or not required will not relieve the Cardholder from any liability to the Bank in respect thereof.
- 2.4 The Cardholder will be responsible for all credit card facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this agreement.
- 2.5.1 The Bank will assign a credit limit to the Card account which must be strictly observed. The Cardholder may however apply for a review of his/her credit limit after 6 months following issuance of card(s). The Cardholder will be responsible in the event the credit limit is exceeded as a result of the Card usage for transactions under the merchant floor limit.
- 2.5.2 In computing whether the credit limit has been exceeded the Bank shall take into account the amount of any card transactions not yet debited to the Card account and of any authorisation given by the Bank to a third party in respect of a prospective card transaction.

- 9.2 Any notice or correspondence given to the Cardholder by post shall be delivered to the latest address provided by the Cardholder to the Bank in writing together with submission of satisfactory proof of address as required by the Bank.

### 10. Exemption and exclusion

- 10.1 The Bank accepts no responsibility for the refusal of any merchant establishment to honour or accept the card, or to extend credit facilities including cash advances to the full and authorised credit limit.
- 10.2 The Bank shall not be liable for any defect or deficiency in the goods and/or services rendered or purchased by the use of the Card or Card Number. The Bank shall not be responsible for statements, words, pictures or other representations made or contained in any advertisements, books, magazines, periodicals, mail order forms, brochures or other documents in which goods and/or services are offered for sale or consumption. Complaints against the merchant should be resolved by the Cardholder with the merchant establishment and no claim by the Cardholder against the merchant establishment will relieve the Cardholder from any obligation to the bank hereunder.
- 10.3 The Bank shall not be liable in anyway to the Cardholder for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in any ATM machine or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything of cause, whether beyond the control of the Bank or otherwise.
- 10.4 If the Bank is unable to send a monthly statement to the Cardholder, the Cardholder's liability shall continue and for the purpose of calculating interest or establishing the date on which payment is due the Bank may select a date each month as the statement date.
- 10.5 The Bank shall be entitled to honour any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed.
- 10.6 The Cardholder agrees that the Bank's records and the statement of the account of all transactions shall be conclusive and binding on the Cardholder for all purposes.

### 11. Legal actions

Any improper or fraudulent use of the card shall render the Cardholder liable to prosecution. 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 in the country of issue of the Card. The Cardholder shall be responsible for any charges and fees leading to and arising from the legal action including legal costs on the indemnity basis as between attorney and client and the commission of the ten per cent payable to the attorney in charge of the collection of any amount due.

In an action before any court for the recovery of any sum due in connection with the use of the credit card, the documents relating to the transactions effected therewith or certified copies thereof shall be conclusive and irrefutable evidence of the said transactions.

The Cardholder will be bound by the documentary evidence produced by him/her to the Bank on the date the credit card application is submitted and in the event that during the course of the contract, there are indications/suspicious/proof that the documents provided by the Cardholder to the Bank have been manipulated/forged at source, the Bank may without prejudice, reserve the right to resort to legal action against the customer for forgery with intent to embezzle.

### 12. Variation of terms

The Bank reserves the right to alter these terms and conditions (including without limitation to revise fees and charges imposed) from time to time upon notification to the Cardholder in any manner as it thinks

fit (including without limitation by publication of such alteration in such places as the Bank deems appropriate) at least 30 days prior to the effective date of the alteration. The Cardholder will be deemed to have accepted without reservation such alteration upon using the Card after the date on which the same is to take effect. The latest fees and charges are available on [www.hsbc.co.mu](http://www.hsbc.co.mu)

### 13. Disclosure of information

The Cardholder authorises the Bank to disclose to such persons / Financial institutions / Commercial Banks information concerning the Cardholder or the Card accounts as the Bank deems appropriate necessary or desirable in connection with the provision of the services and the enforcement of any rights and/or the performance of any obligations arising in respect of the Card Account.

The Bank shall be entitled, should it deem necessary, to pass on to any Commercial Bank, financial institution or merchant any information relative to the Cardholder in case of improper or fraudulent use of the Card by him/her, or in order to facilitate the recovery of same in case of loss or theft.

The Cardholder irrevocably agrees that the Bank may transfer or subcontract the provision of any part, of the services provided to the Cardholder to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Cardholder for any recoverable loss or damage incurred or suffered by the Cardholder as a result of the negligence, breach or default, of any such third party, and will require any such third party to maintain the confidentiality of any such information to the same extent as the Bank.

The Bank may record, exchange, analyse and use relevant information about you and your relationships with any HSBC Group office (including the nature of your transactions) for credit assessment, customer service, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf.

The account is confidential, but should it be necessary to disclose any particulars of same in terms of the law or of an order of a Judge or of a Court, the Bank shall have no alternative but to do so. In such a case, wherever permissible by law, the Bank shall endeavour to keep the account holder informed of same.

### 14. Right of set-off

In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Card account with any other account(s) which the Cardholder maintains with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to the Bank under this agreement.

### 15. Effect of this agreement

- 15.1 Notwithstanding the termination of this agreement, all provisions contained herein shall continue to have full force and effect against the Cardholder with respect to any Card transactions entered into and liabilities of the Cardholder incurred hereunder.
- 15.2 Each of these terms and conditions shall be severable and distinct from one another and if at any time any one or more of such terms and conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in anyway be affected thereby.
- 15.3 This agreement supersedes any similar agreement with the Bank in connection with the issue or use of Card(s), such agreement being hereby cancelled.

### 16. Law and jurisdiction

This agreement will be governed by and construed in accordance with the laws of Mauritius.

2.6 As expatriate(s), I/We acknowledge that HSBC is providing me/us with the credit card facility on the basis of my/our employment and residential status in Mauritius and that the bank reserves the right to cancel and claim full repayment of the facility when I/We relocates outside Mauritius and/or contact is lost with me/us.

### 3. Billing and payment

- 3.1 A card account statement will normally be sent to the Cardholder monthly at the end of each period (the "Billing Period") on the Statement Date ("the Statement Date") to be determined by the Bank and notified to the Cardholder from time to time with the details of the total amount outstanding on the card account ("the Total Outstanding"), the minimum payment due ("the Total Minimum Payment Due") from the Cardholder in respect of the total outstanding and the date by which the payment must be made to the Bank ("the Payment Due Date"). The minimum payment due will be 5% of the Total Outstanding or Mauritian rupees 100 (MUR 100) whichever is the greater, or, if the total outstanding exceeds the Cardholder's credit limit 5% of the credit limit together with the amount by which the total outstanding exceeds the credit limit. The Total Minimum Payment Due includes any unpaid minimum amount due from the previous billing period(s). Any payment to the Bank will only take effect when received at the address notified by the Bank and credited to the card account.
- 3.2 Any payments made by the Cardholder will be applied by the Bank in or towards payment of Cardholder's liabilities to Bank under these Terms and Conditions in such order as the Bank may decide.
- 3.3 Transactions in foreign currency effected by the means of the Card outside Mauritius shall be converted into the Mauritian Rupee equivalent. The Exchange Rate used for the conversion will be equivalent to the prevailing Bank's Selling Rate on the posting date, to which a currency conversion fee up to 1.5% is added. This percentage varies with exchange rate fluctuations.
- 3.4 Without prejudice to the other provision of this agreement, if the Cardholder should be absent from Mauritius for more than one month, the Cardholder shall leave clear and specific instructions to settle the card account with the Bank and shall advise such instructions to the Bank Card Centre (18, Cybercity, Ebene) prior to his/her departure.
- 3.5 The Cardholder shall examine each statement issued in respect of the card account and shall notify the Bank's Card Centre of any alleged error therein within 30 days from the statement date. After such period, the statement and entries therein (except for any alleged error so notified) shall be conclusively considered as correct between the Bank and the Cardholder.
- 3.6 Please note that funds will only be available on the next day for cash payment or transfer from account effected on credit card at any HSBC (Mauritius) Branch or HSBC ATM. For cheque payments, the funds will be available only after cheque has been cleared.

### 4. Fees and Charges

- 4.1 The Cardholder agrees to pay an annual fee for the Card and for any additional card(s) at a rate to be determined by the Bank and notified to the Cardholder from time to time. A detailed schedule of fees, interest and other charges associated with the Card and its use will be made available on request at any of the Bank's branches and from the Contact Centre. These are also available on the bank's website. Fees will be debited to the Card account when due and are not refundable.
- 4.2 A cash advance fee will be charged for cash advances and finance charge will be levied at the current monthly rate from the date the cash advance is effected until it is fully paid.

Casino, other betting and payments at financial institution (also referred to as quasi cash) transactions will bear finance charge at the current monthly rate from the date the quasi cash transaction is effected until it is fully paid.

- 4.3 Finance charges will not be levied if the payment of the whole of the total outstanding is received and cleared by the Bank on or before the payment due date except cash advance for which a finance charge will be levied at the current monthly rate from the date the cash advance is effected until it is fully paid. **All cheques received by the Bank shall be subject to clearing before the funds are available .**
- 4.4 A finance charge (Interest) will be applied and billed to cardholder card account if the full amount billed (100%) is not repaid on the payment due date. The finance charge is calculated on the average daily balance over the statement period and is billed in the next statement. The finance charge will accrue on a daily basis from the transaction/s date/s until it/they is/are fully repaid. All new transactions will also attract the current monthly finance charge as from date of transaction. All payments made after the payment due date will attract a late payment fee with finance charge.
- 4.5 The bank shall charge the Cardholder and debit the card account a handling fee of MUR100 or such other sum as the Bank may impose from time to time if any cheque or other payment order issued or presented by the Cardholder or any other party, to the Bank is not honoured for payment for any reason whatsoever. This charge will be in addition to any postage charges that may be charged by the Bank.
- 4.6 The Bank shall be entitled, at its entire discretion, to debit any deposit account held by the Cardholder in the event his/her Card account is overdrawn. All overlimit account will attract an overlimit fee which will be charged to the card account immediately. In the event the card account remains overlimit 21 days after the statement date, an additional overlimit fee will be charged.
- 4.7 If the cardholder fails to pay the minimum payment due by the payment due date, a late payment fee will be charged to the Card account.
- 4.8 A retrieval fee for the photocopy of sales drafts will be debited to the Card account at a rate which will be determined by the Bank from time to time.
- 4.9 The Bank may by notice to the customer in any way it deems suitable modify these fees and charges from time to time.

### 5. Supplementary Cards

The Bank may issue a supplementary card at the joint request of the Cardholder and the supplementary Cardholder, who should be an immediate family member (spouse or children who are over 18 years/or parents) of the Cardholder. Both the Cardholder and the supplementary Cardholder will be jointly and severally (conjointement et solidairement) liable for use of the Card and of the supplementary card whether their Card accounts are combined or separated. Any supplementary Cardholder will be bound by the Terms and Conditions of this agreement.

### 6. Use of ATM machines and PIN

Where a facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at Automated Teller Machines ("ATMs"), terminals or otherwise, the use of such facility will be subject to the Bank's ATMs Terms and Conditions a copy of which is available upon request from any branch of the Bank in addition to these Terms and Conditions.

### 7. Termination

- 7.1 The Cardholder may terminate this agreement at any time by written notice to the Bank accompanied by the return of the Card and of any supplementary cards. Where this agreement relates to the use of a supplementary card, the Cardholder or the supplementary Cardholder may terminate this agreement (insofar as it relates to the use of the supplementary card) by written notice to the Bank accompanied by the return of the supplementary card. Returned cards should be cut in two.
- 7.2 The Bank may terminate this agreement at any time by cancelling or refusing to renew the Card with or without prior notice and with or without cause. Unless and until such termination takes place the Bank shall provide a new card to the Cardholder from time to time.
- 7.3 The whole of the outstanding balance on the Card Account together with the amount of any outstanding card transactions effected but not yet charged to the card account will become immediately due and payable in full to the Bank on termination of this agreement or on the Cardholder's bankruptcy or death. The Cardholder or his estate will be responsible for settling any outstandings on the Card account and shall keep the Bank indemnified against all costs, charges (including legal fees), and expenses incurred in recovering such outstandings. Pending such repayment, the Bank will be entitled to continue to charge financing charges at its prevailing rate(s).
- 7.4 Notwithstanding the termination of this agreement by either party the Cardholder shall continue to be liable for all further charges incurred through the use of the Card until the receipt of the Card by the Bank.
- 7.5 The Cardholder shall be liable for any transaction(s) which may be posted to card account for a period of up to 45 days after the date of termination of this agreement.

### 8. Loss of the card

- 8.1 The loss or theft of the Card should be reported immediately upon discovery of loss by telephone, to the Bank's Card Centre or any HSBC Branch and in writing to the police (or, if overseas, to any member of Visa /Master Card). In any case the telephone message shall be notified in writing forthwith under the hand of the Cardholder or his attorney. The Cardholder shall be liable for all amounts debited to the Card account as a result of the unauthorised use of a Card until confirmation of its loss or theft has been received in writing by the Bank or a member of Visa/MasterCard. In the event the Cardholder recovers the lost or stolen Card(s) the Cardholder shall return the recovered Card(s) to the Bank immediately.
- 8.2 The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist the recovery of a missing Card.
- 8.3 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 a handling fee and shall be issued where the Bank so determines, on the same Terms and Conditions as the original Card.
- 8.4 Should the Cardholder keep the PIN with the Card or with anything usually kept with Card, the Cardholder will be deemed guilty of negligence and held liable for transactions performed with the Card and PIN.

### 9. Cardholder's particulars

- 9.1 The Cardholder will notify the Bank's Card center promptly in writing of any changes in employment and/or in his/her official or residential address (proof of address required e.g latest Utility bill).