

# HSBC Corporate Card and HSBC Business Card

User Conditions of Use

**Effective 28 September 2021**



**These conditions replace all HSBC Business and Corporate Card Conditions of Use previously issued.**

This booklet details the respective rights and obligations for *users* and *HSBC*, and offers guidance on the proper and safe use of *cards* and electronic banking services.

*We* strongly recommend that *you* read this booklet carefully and retain it for future reference. If *you* do not understand any part of it, please contact *us*. *We* will be happy to explain any matter for *you*.

**Lost or Stolen Cards or PINs or Suspected Unauthorised Transactions (24 hours)**

**Within Australia** Call 1300 731 720 for HSBC Business Card or 1300 300 437 for HSBC Corporate Card (24 hours). If overseas, *users* should notify *us* by telephoning +61 2 9005 8414 for HSBC Business Card or +61 2 9006 5838 for HSBC Corporate Card.

This document does not contain all the terms governing *your* use of a *card* or the operation of the *account*. Further terms and conditions are in the contractual document between *us* and the *principal account holder*.

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## 1. Meaning of words

**access method** means a method that we make available to *users* and accept as authority to act on an instruction given through *electronic equipment*. A reference to an *access method* includes a reference to each of its individual components and includes, but is not limited to, a *card, card number, identifier, PIN, memorable word* or an *identification reference* or any combination of these. It does not include a method where a manual signature is the principal intended means of verifying the authority to give the instruction.

**account** means the *account* established in the name of the *principal account holder* for recording all *transactions* in connection with the use of all *cards* (including *your card*) and/or any relevant *access method*.

**ATM** means an automatic teller machine.

**billers** means a *merchant* who is able to accept *BPAY payment*.

**BPAY®** means the electronic payment service provided by BPAY Pty Ltd  
ABN 69 079 137 518.

**BPAY® payment** means a payment we are instructed to make on behalf of a *user* to a *biller* through the *BPAY® scheme*.

**BPAY® scheme** means an electronic payments scheme through which a *user* can ask *us*, while we remain a member of the scheme, to make payments on the *user's* behalf to *billers*. We will tell the *users* if we cease to be a member of the scheme.

**business day** means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday, special holiday or bank holiday in any Australian State or Territory.

**card** means any credit card *HSBC* issues to a *user* for use on the *account*. Each issued *card* will be distinguishable from each other.

**cardholder conditions of use** means the terms outlined in the booklet entitled *HSBC Corporate Card and HSBC Business Credit Card, User Conditions of Use*.

**card number** means the unique number assigned by *HSBC* to each *card* and which shall be recorded on that *card*.

**card scheme** means Visa International Service Association (Visa) and MasterCard International (MasterCard).

**cash advance** means:

- (a) each amount of cash supplied by use of a *card* on the *account* or by any other operation of the *account*;
- (b) each payment made by a *user* to a person who does not accept credit payments from the *account*, and
- (c) each amount transferred from the *account* to any other *account you* have with *us* or any other person (for instance, to effect a *balance transfer*).

**card limit** is the amount stipulated by the *principal account holder* and set out in the *schedule*.

**customer information** means any information about a *user* that is provided to, or obtained by

*us*, including confidential information.

**ePayments Code** means the ePayments code.

**EFT terminal** means any terminal connected to the electronic banking system and provided by or on behalf of *us* or any third party to conduct *EFT transactions* on the *account*.

**EFT transaction** means a funds transfer initiated by a *user* through *electronic equipment* using an *access method*.

**electronic equipment** includes, but is not limited to, a computer, telephone and an *EFT terminal*.

**group** means *HSBC* and all related bodies corporate.

**identification reference** means a personal identification number or word provided by *us* to a *user* and which is used in conjunction with services provided by *us* via *electronic equipment*, the *online card portal* or such other services *we* may advise *users* from time to time.

**identifier** means information which is provided to access the *account* using *electronic equipment* and which is not required to be kept secret. An *identifier* includes, but is not limited to, the *card number* and expiry date.

**limitations** means a personal identification number or word provided by *us* to a *user* and which is used in conjunction with services provided by *us* via *electronic equipment*, the *online card portal* or such other services *we* may advise *you* from time to time.

**memorable word** means the word chosen by

a *user* in response to a predetermined question (or set of questions) and which is used to verify a *user's* identity.

**merchant** means a retailer or other provider of goods or services.

**online card portal** means the HSBC Corporate Card and HSBC Business Card website and other electronic platforms that *we* will make available to *you* for *you* to manage the *account* and *card*.

**person** includes an individual, a firm, a body corporate, an unincorporated association or an authority and includes a *user*.

**PIN** means a personal identification number or word used in conjunction with a *card* and *electronic equipment*.

**PINpad** means an electronic device which allows *users* to identify themselves using the *PIN* rather than their signature or another form of identification.

**principal account holder** means the *person* who has requested that *we* provide *you* with access to the *account*. Notwithstanding any notice to the contrary, *users* shall act as agent of the *principal account holder* in respect of any use of the *card* or in accessing the *account*.

**privacy policy** means the statement set out on *our* website at [www.hsbc.com.au](http://www.hsbc.com.au). The *privacy policy* is also available upon request.

**purchase** means each amount charged by the *merchant* for the supply of any goods or services purchased by:

- (a) the use of a *card* on the *account*; or
- (b) any other operation of the *account*.

**sales voucher** means the document provided to *you* by a *merchant* at the time of a *purchase* recording details of the *purchase*. *You* may authorise *transactions* by signing a *sales voucher*.

**schedule** means the card carrier or letter we send *you* together with *your card*.

**suspend(ed)** means where we temporarily cancel a *user's* ability to use a *card* or access the *account*.

**transaction** means a *purchase* or a *cash advance*.

**user** or **you** means the *person* named on the *card*.

**we, us, our, or HSBC** means either of the following as set out in the contractual agreement we have with the *principal account holder*. HSBC Bank Australia Limited ABN 48 006 434 162 or The Hong Kong and Shanghai Banking Corporation Ltd ABN 65 117 925 970 Sydney Branch, and their respective successors and assigns.

The singular includes the plural and vice versa.

## 2. Activating your card and agreeing to these Conditions of Use

- 2.1 When *you* receive a new *card* in the mail, *you* must activate *your card* by following the instructions we provide to *you*.
- 2.2 The first time *you* sign or use a *card* or activate a *card* after receiving it or otherwise operate the *account*, *you* will automatically be agreeing to these terms and conditions.

2.3 If *you* do not agree with these terms and conditions do not activate *your card* or sign it or use it (or allow any one else to sign, use or activate *your card*); or otherwise operate the *account*. Instead, return all *cards* to *us* (cut in half for *your* protection).

### 3. Privacy

3.1 *We* collect, use and disclose *your* personal information in accordance with the *privacy policy* which forms part of the *cardholder conditions of use* and which may be amended from time to time.

3.2 By activating *your card*, or otherwise activating the *account*, *you* acknowledge that *you* have read the *privacy policy*, and understand that *we* will use and disclose *your* personal information in accordance with its provisions.

3.3 *We* may make changes to the *privacy policy* by giving notice to *you* of the time after which any *transaction* initiated by *you* will be taken to be *your* acceptance of those changes. By undertaking such *transactions* *you* acknowledged that *you* have read the revised *privacy policy*, and understand that *we* will use and disclose *your* personal information in accordance with its provisions.

3.4 In circumstances where the ***principal account holder*** has given HSBC personal information about another person or has directed another person to give their personal information to HSBC the ***principal account holder*** represents to HSBC:

(a) that it has the consent of those individuals to provide such information

to HSBC, and that it will procure in favour of HSBC evidence of such consent if HSBC asks it to do so; and

(b) it has told those individuals that:

(i) HSBC is holding personal information about them in accordance with the terms of HSBC's Privacy Policy (a copy of which is available at [www.hsbc.com.au](http://www.hsbc.com.au) or is available upon request);

(ii) personal information collected about them will be used for the purposes set out in HSBC's Privacy Policy and in relation to dealing with the Customer and/or providing services to the Customer:

iii) if that person fails to provide their personal information to HSBC and/or does not agree to the use or disclosure of their information as set out above, HSBC may not be able to provide a Service to the Customer;

(iv) collection of some of the information about them may be a requirement under laws or regulations applicable to HSBC or any member of the HSBC Group.

(c) The ***principal account holder*** shall give any such assistance (including but not limited to the delivery of notices) as HSBC shall request of it in order for HSBC to meet the requirements of the Privacy Act in respect of these individuals.

## 4. Cards

- 4.1 Each *card* is for the sole use of the *person* named on it and is only valid to the “end” date shown on it.
- 4.2 Each *card* remains *our* property.
- 4.3 *We* may issue replacement *cards* at any time.
- 4.4 All *cards* are subject to these *cardholder conditions of use* and the terms of the agreement we have with the *principal account holder*.

## 5. Security of access methods

- 5.1 The security of the *card, identification reference, memorable word* and *PIN* is very important as their use by any *person* provides access to the *account*. *Users* must take care to ensure that their *card, identification reference, memorable word* and *PIN* record are not misused, lost or stolen and that they do not become known to anyone else.
- 5.2 This Condition 5 contains guidelines which should be followed to ensure the security of the *access method*.
- 5.3 To protect the *card* a *user* should:
  - (a) sign the *card* as soon as it is received;
  - (b) carry the *card* whenever possible;
  - (c) always keep the *card* in a safe, secure place and check regularly to ensure it has not been lost or stolen;

- (d) when an *EFT transaction* is complete, remember to take the *card* and any receipt; and
- (e) do not permit any other *person* to use the *card*.

5.4 To protect the *identification reference* or *memorable word* a *user* should:

- (a) not tell or give the *identification reference* or *memorable word* to anyone, or otherwise record the *identification reference* or *memorable word* anywhere or in any manner which may result in its disclosure; and
- (b) take care to prevent anyone seeing the *identification reference* when entering it at *electronic equipment*.

5.5 To protect the *PIN* a *user* should:

- (a) memorise the *PIN* when it is received. Once memorised, destroy *our* notification of the *PIN*. If a *user* forgets the *PIN*, they may apply to *us* for it to be reissued;
- (b) if *we* allow *users* to select or change a *PIN*, *users* should not select a *PIN* which represents a name, birth date, telephone number or anything else which could be associated with them;
- (c) do not keep a record of the *PIN* in a way in which it can be determined by another *person*;
- (d) do not record the *PIN* on the *card*;
- (e) do not record the *PIN* with the *card number*;

- (f) do not record the *PIN* on any article normally carried with or kept near a *card* and which is liable to loss or theft with the *card* without making a reasonable attempt to disguise the *PIN*;
- (g) do not record the *PIN* on *electronic equipment* or related articles without making a reasonable attempt to disguise the *PIN* or prevent unauthorised access to the record;
- (h) do not disclose the *PIN* or allow it to be seen by any *person* (including a family member, friend or a member of *our staff*);
- (i) be ready to use the *PIN* and *card* when at *electronic equipment*;
- (j) use care to prevent anyone else seeing the *PIN* being entered at an *EFT terminal*, including by watching out for mirrors, security cameras or other means which might enable other people to see the *PIN* being entered, and by shielding the *PIN* when it is entered;
- (k) check that the correct amount is entered before authorising a *transaction*; and
- (l) if it is suspected that someone else may know the *PIN*, contact us immediately to request the issue of a new *PIN* and *card*.

5.6 If a memory aid is required to recall the *PIN* such a record may be made provided the record is reasonably disguised.

Examples which we do not consider provide a reasonable disguise are:

- (a) recording the *PIN* as a series of numbers with any of them marked, circled or highlighted to indicate the *PIN*;
- (b) recording the *PIN* with surrounding information which makes it stand out from its context;
- (c) recording the *PIN* as a string of digits in isolation from other information unless the context provides adequate disguise;
- (d) recording the disguised *PIN* on the *card*;
- (e) disguising the *PIN* by reversing the number sequence;
- (f) describing the disguised record as a '*PIN* record' or similar;
- (g) disguising the *PIN* using alphabetical characters or numbers eg. A = 1, B = 2, C = 3, etc, or in any other easily understood code;
- (h) if we allow *users* to select or change the *PIN*, selecting or disguising the *PIN* using any of the following combinations (or parts of them), with the *PIN* in its correct sequence within the combination:
  - ▶ dates of birth;
  - ▶ personal telephone numbers;
  - ▶ car registration numbers;

- ▶ family members' names;
- ▶ social security numbers; or
- ▶ licence numbers;

(i) recording the *PIN* as a:

- ▶ birth date;
- ▶ postcode; or
- ▶ telephone number,

without additional features of disguise;  
or

(j) storing the *PIN* in any low security electronic device of any kind, such as (but not limited to):

- ▶ calculators;
- ▶ personal computers; or
- ▶ electronic organisers.

There may be other forms of disguise which may be similarly unsuitable because of the ease with which another *person* may discern the *PIN*.

## **6. Reporting lost or stolen cards, unauthorised use of a card or breach of PIN security**

6.1 *You must notify us immediately if a card is lost, stolen or misused, if the PIN or identification reference is known to someone else.*

6.2 *You may notify us in Australia by telephoning our lost or stolen cards number on 1300 731 720 for HSBC Business Card or 1300 300 437 for HSBC Corporate Card (24 hours). If overseas,*

*users* should notify *us* by telephoning +61 2 9005 8414 for HSBC Business Card or +61 2 9005 8410 for HSBC Corporate Card. These numbers are available 24 hours.

- 6.3 When the matter is reported *you* will be given a notification number (or other form of acknowledgment). That number or other form of acknowledgment should be retained as confirmation of the date and time of the report.
- 6.4 If *you* recover a *card* that has been reported lost or stolen, the *card* must not be used again. Instead, the recovery should be reported to *us* or, where *you* are overseas, to any financial institution displaying the Visa or MasterCard symbol. The *card* should then be returned to *us* (cut in half for *your* protection).

## **7. Using the card**

- 7.1 Using the card to obtain goods and services
- (a) *We* have no control over the hours a *merchant*, financial institution or *our* agents may be open for business. The hours during which an *EFT terminal* will be available may therefore vary in accordance with their opening hours.
- (b) A *card* may not be accepted by *merchants* or financial institutions who are not members of, or participants in the *card scheme*.
- (c) Some *transactions* need authorisation from *us*. *We* may choose not to

authorise a proposed *transaction*.

- (d) Once authorisation for a *transaction* is obtained, it will reduce the amount of available funds in the *account*, and to *you* using this *card*. If the *transaction* is not completed, the amount of available funds in the *account* and available to *you*, may temporarily continue to be reduced by the amount authorised.
- (e) Use of a *card* is an irrevocable order by a *user* to *us* to process the *transaction*. *We* are unable to alter or stop payment of a *transaction* prior to its presentation for processing. However, if the *principal account holder* notifies *us* of a dispute in relation to a *transaction*, *we* may seek to obtain a refund under the rules of the *card scheme*.
- (f) *We* are not responsible for goods or services obtained by using the *card*, unless the law makes *us* liable. Therefore, if *you* have any complaints about goods or services, they must be taken up with the *merchant*.

## **7.2 At a merchant**

- (a) Subject to any *limitations*, the *card* can normally be used to obtain goods and services at *merchants* (such as shops, vehicle repairers, restaurants and theatres) in Australia and overseas where the symbol of the *card scheme* is displayed.
- (b) The fact that *card* promotional material of the *card scheme* is displayed at a *merchant's* premises cannot be taken as a warranty by the *merchant*

or a guarantee by *us* that all goods and services available there may be obtained by using the *card*. *We* are not responsible if a *merchant* refuses to accept or honour the *card*, does not allow cash withdrawals or places other limitations on using the *card*.

- (c) *Users* must check that the correct amount appears in the “total” box on a *sale voucher* before signing a *sales voucher*.

### **7.3 Through mail order, telephone, the internet or other means**

- (a) Subject to any *limitations*, *users* can use the *card* to obtain goods and services through mail order, by telephone, over the internet and by other means accepted by *us* from time to time, where the *merchant* accepts that form of payment.

### **7.4 Using the card to obtain cash**

- (a) Subject to any *limitations*, *users* may be able to obtain cash on the *account* by presenting the *card* at a branch counter of a financial institution.
- (b) When obtaining cash at a branch of a financial institution, *users* may be required to produce suitable identification which identifies the holder of the *card* (such as photographic driver’s licence or passport).
- (c) Subject to any *limitations* *users* may also be able to obtain cash with the *card* from any *ATM* throughout the world displaying the symbol of the *card scheme*.

- (d) *We do not warrant that ATMs will always have money available.*
- (e) *The minimum and maximum amount of cash which can be obtained using the card may vary depending at which financial institution the card is used.*
- (f) *Merchants, our agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.*
- (g) *Subject to any limitations some merchants who have EFT terminals may also allow users to withdraw cash from the account at the same time as the user pays for goods or services.*
- (h) *A fee will apply where a user obtains cash on the account by presenting the card.*

## **7.5 Standing debit authorities**

- (a) *Subject to any limitations, users may at any time authorise a merchant or other third party to transact on the account. If a user wishes to cancel or make alternate payment arrangements for a standing debit authority, the user should also contact the merchant or third party directly.*
- (b) *If a card is cancelled, access to the account is cancelled or the account number changes (for instance, if your card is replaced because it has been lost, stolen or used without a user's authority), a user must cancel any standing debit authorities authorised to be made to the account by*

direction to the *merchant* or notify the *merchant* of the details of any new *card number*. If a *user* fails to provide alternative payment details to the *merchant*, we may, after giving notice to the *merchant*, stop processing the *transactions*, which may cause the *merchant* to stop providing the goods or services.

## 7.6. BPAY® payments

- (a) The provisions of this condition 7.6 apply if and when a *user* instructs *us* to make a payment from the *account* through the *BPAY® scheme*. In the event of any inconsistency between this condition 7.6 and the remainder of these *cardholder conditions of use*, this condition 7.6 will apply to the extent of the inconsistency.
- (b) To instruct *us* to make a *BPAY® payment*, *users* must give *us* the following information:
  - (i) the amount to be paid;
  - (ii) the *biller's* code number (found on the bill); and
  - (iii) the customer reference number (eg. the *account* number with the *biller*).

We will then debit *the account* with the amount of that *BPAY® payment*. We will not be obliged to effect a *BPAY® payment* instruction if the information given is incomplete and/or inaccurate, or if the *user* does not provide *us* with the correct *access method*.

- (c) Generally, a *BPAY® payment* will be treated as received by the *biller* to whom it is directed:
  - (i) on the date *we* are told to make it, if this occurs before the end of day on a *business day*; or
  - (ii) otherwise, on the next *business day*.
- (d) A delay might occur in the processing of a *BPAY® payment* where:
  - (i) there is a public or bank holiday on the day after *we* are told to make a *BPAY® payment*; or
  - (ii) a *biller*, or another financial institution participating in the *BPAY® scheme*, does not comply with its obligations under the scheme.

While it is expected that any delay in processing a payment for any of these reasons will not continue for more than one *business day*, any such delay may continue for a longer period. It is the *user's* responsibility to allow for sufficient time for processing of payments to the *biller*.

- (e) *Users* must be careful to tell *us* the correct amount to be paid. If the amount *we* are instructed to pay is less than the amount needed to be paid, another *BPAY® payment* should be made for the shortfall. If the amount *we* are instructed to pay is greater than the amount intended, the *biller* should be contacted to obtain a refund.

- (f) *We will attempt to make sure that BPAY<sup>®</sup> payments are processed promptly by billers and other participants in the BPAY<sup>®</sup> scheme.*
- (g) *We will not accept an order to stop a BPAY<sup>®</sup> payment once we have been instructed to make that BPAY<sup>®</sup> payment.*
- (h) *If we are advised by a biller that a BPAY<sup>®</sup> payment cannot be processed, we will:*
  - (i) *advise the user of this;*
  - (ii) *credit the account with the amount of that BPAY<sup>®</sup> payment; and*
  - (iii) *take all reasonable steps to assist in making the BPAY<sup>®</sup> payment as quickly as possible.*
- (i) *If we are notified by you or the principal account holder that a BPAY<sup>®</sup> payment made from the account is unauthorised, you must provide us with a written consent addressed to the biller who received that BPAY<sup>®</sup> payment, allowing us to obtain from that biller information about the account with that biller or the BPAY<sup>®</sup> payment, including the customer reference number and such information as is reasonably required to investigate the BPAY<sup>®</sup> payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY<sup>®</sup> payment.*
- (j) *We may at any time suspend a user's right to participate in the BPAY<sup>®</sup>*

*scheme* and will do so without notice if we suspect a *user*, or someone acting on a *user's* behalf, of being fraudulent. Any *BPAY®* payment for which instructions have been given and which are scheduled to be made while *your* right to participate in the *BPAY®* *scheme* is suspended will not be processed by *us*.

## **8. Electronic banking system malfunction Alternative procedure**

- 8.1 If the electronic banking system malfunctions, alternative manual procedures may be available from the *merchant* for retail point of sale *transactions* by using the *card* and signing a *user's* authorisation of the *transaction*.
- 8.2 We will make all reasonable efforts to ensure that the *electronic equipment* or system provided by or on behalf of *us* is operational and is functioning correctly. We are not liable to *you* if that *electronic equipment* or system does not accept *your* instructions, or if an *access method* fails to operate the *electronic equipment* or system. If the *electronic equipment* or system provided by or on behalf of *us* accepts a *user's* instructions, we are liable for any loss caused if that *electronic equipment* or system fails to complete the *transaction* in accordance with those instructions. If *you* should have been aware that the *electronic equipment* or system was unavailable for use or not functioning correctly, *our* liability is limited to correcting errors in the *account* and refunding any charges or fees charged as

a result.

## **9. Cancellation and return of the card**

- 9.1 *We may, at any time without notice, cancel or suspend a card, ask for the return of a card, retain a card presented to us or another person, close or suspend the account, or otherwise cancel access to the account.*
- 9.2 *A card must not be used after it is cancelled or access to the account is cancelled or the account is closed, and when we give you notice of the closure or cancellation you must return the card to us (cut in half for your protection) or satisfy us that the card has been destroyed. If access to the account is cancelled or the account is closed, users must also cancel any periodical debit authorities in respect of the account.*

## **10. Card limit**

- 10.1 *We make funds available up to the card limit.*
- 10.2 *We may reduce the card limit or stop providing further credit without your consent.*

## **11. General matters**

- 11.1 *Effective date of transactions*

*We may assign a date under which credit is provided to you that is on or after the date the transaction takes place.*

## 11.2 Your address

*You* must tell *us* promptly by calling 1300 731 720 for HSBC Business Credit Card or 1300 300 437 for HSBC Corporate Card if *you* change *your* residential and/or principal postal address.

## 11.3 Anti-money laundering and counter terrorist financing

*You* acknowledge and agree that:

- (a) *We* and other members of the *group* are required to comply with anti-money laundering laws and counter-terrorist financing laws, regulations and policies including *group* policies, reporting requirements under financial *transactions* legislation and requests of public and regulatory authorities in Australia and elsewhere, that:
  - (i) may prohibit *us* from entering or concluding *transactions* involving certain *persons* or entities; or
  - (ii) may require *us* to report suspect *transactions* or activities to a regulatory authority. *Transactions* impacted include those that may: (a) involve the provision of finance to any *person* or entity involved or suspected of involvement in terrorism or any terrorist act; or (b) be relevant to investigation of an actual or attempted evasion of a taxation law, investigation of or prosecution of a *person* for an offence against a law of the Commonwealth or a State or Territory or enforcement of the Proceeds of Crimes Act 1987 (Cth); or (c) involve *persons* or entities which

may be the subject of sanctions.

- (b) *We* and other members of the *group*, may intercept and investigate any payment messages and other information or communications sent to or by or on behalf of a *user* via *our* systems and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information; and
- (c) Neither *we* nor any member of the *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 action taken or any delay or failure by *us*, or any member of the *group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under this condition.

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- ▶ **call** 1300 300 437 for HSBC Corporate Card
- ▶ **call** 1300 731 720 for HSBC Business Card
- ▶ **visit** [hsbc.com.au](https://www.hsbc.com.au)

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