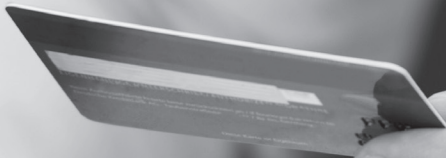


Effective October 2021

# HSBC Corporate Card & HSBC Business Card Facility Terms and Conditions



Effective October 2021

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## 1. MEANING OF WORDS

Unless expressly defined here, words defined in the General Conditions have the same meaning in this document.

**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 an account established in *your* name for recording all *transactions* performed using a *card* or any other *access method*.

**administrator** means *you* and any other person which *you* notify us in writing has the authority to provide us with *your* instructions in respect of the *account* and manage the *account* and *card* through the *online card portal*.

**annual percentage rate** means a per annum rate of interest, comprising the Base Rate and the Margin set out in the *Pricing Letter*.

**ATM** means an automatic teller machine.

**Banking Code of Practice** means the Banking Code of Practice 2019.

**billers** means a *merchant* who is able to receive payments from a *user* through the *BPAY Scheme*.

**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 *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 or charge card HSBC issues to a *user* for use on the *account*, whether in physical or electronic form (including *Virtual Card*). Each issued *card* will be distinguishable from each other.

**cardholder conditions of use** means the booklet entitled 'HSBC Corporate Card and HSBC Business Card User Conditions of Use' provided to each *user* which governs the use of a *card*.

**card limit** means the proportion of the *customer limit* which *you* shall stipulate in writing and that will be made available to a particular *user*. The sum of all the *card limits* can not exceed the *customer limit*.

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

**card scheme** means Visa or 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*).

**closing balance** means the unpaid balance of the *account* on the last day of a *statement period* which is described as such in the statement of account for that *statement period*.

**customer limit** means the maximum allowable outstanding balance on all cards of a certain type, as notified by *HSBC* to *you* in writing from time to time.

**customer information** means any information about *you* or any *user* that is provided to, or obtained by *us*, including confidential information.

**daily percentage rate** means the annual percentage rate divided by 365.

**deposit balance** means, at any time, the excess of all amounts credited over all amounts debited to the *account* at that time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

**due date** means, in relation to a statement of *account*, the date shown as such on the statement of *account*.

**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*.

**EFTPOS** means a point of sale electronic banking facility.

**electronic communication** means a message *we* transmit to a *user* and the *user* receives from *us* electronically, in a form that the *user* can retain for later reference such as by printing or by storing for later display or listening.

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

**general conditions** means the booklet entitled 'HSBC General Conditions'.

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

**guarantee** means any guarantee, indemnity, letter of credit, performance bond, legally binding letter of comfort or suretyship.

**GST** means a tax payable under the GST law, as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**HSBC Group** means HSBC Holdings plc., its subsidiaries, related bodies corporate, associated companies and undertakings and any of their branches.

**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 *you* 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, the *customer limit*, and, the *card limit*, and, any *restrictions*, and, any other limitation *we* may impose on the use of the *card* or the *account*, together with any *transaction limits*.

**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*, including the relevant website maintained by a third party providing *you* with the ability to request for *Virtual Card Number*.

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**opening balance** means the unpaid balance of the *account* on the first day of a *statement period* which is described as such in the statement of account for that *statement period*. The *opening balance* will be equivalent to the *closing balance* of the statement of account issued to *you* for the immediately preceding *statement period*.

**overseas transaction charge** means a fee charged by *HSBC* in respect of any *transaction* a *user* makes on the *account* in a currency other than Australian dollars, or a *transaction* made on the *account* in any currency (including AUD) that is processed by the *card scheme* or billed by the *merchant* outside of Australia.

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

**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.

**pricing letter** means any facility offer letter, guide or facts statement related to fees, charges, interest, pricing and/or pricing related matters that *HSBC* agrees with *you* from time to time.

**principal account holder** means *you*.

**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*.

**restrictions** means any limitation that *we* may impose or agree with *you* to impose on the type of *transactions* a *user* can perform.

**security** means any *security interest*, guarantee or other document or agreement at any time created or to be created in favour of *HSBC* as security for any or all amounts owing by *you* to *HSBC* with respect to the facility provided to *you* under this agreement.

**security interest** means:

- (a) any mortgage, pledge, lien or charge; and
- (b) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

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**security letter** means any letter(s) (which may include the pricing letter) issued by *HSBC* to *you*, specifying the security provided or to be provided in favour of *HSBC*.

**security provider** means any person (including a guarantor) who grants or provides a *security* in favour of *HSBC*.

**service(s)** means those actions *we* take, or may take, on *your* behalf in order to ensure that *you* properly maintain the *account* including but not limited to those actions *we* take for *users* in the event *users* require assistance with the maintenance of the *account*.

**servicing account** means the *account* which *you* direct us to draw upon to pay the *closing balance* of your *account*.

**statement period** means the dates shown on each of the statements of *account* that are provided to *you* by *us*.

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

**system** means any expense management tool used by *you*.

**tax** means any tax, levy, excise, duty, stamp duty, charge, surcharge, contribution, withholding or impost of whatever nature, whether direct or indirect, by whatever method assessed, collected or recovered, together with any penalties, fines and interest.

**total amount owing** means, at any time, the *unpaid balance* at that time, plus all accrued *interest charges* and other amounts which *you* must pay under this agreement but which have not been debited to the *account* at that time.

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

**transaction(al) limits** means those limits imposed under clause 23(a) and 23(e).

**unpaid balance** means:

- (i) in respect of the *account*, at a particular time the excess of all amounts debited over all amounts credited to the *account* at that time;
- (ii) in respect to each *card*, at a particular time the sum of all *transactions* referable to that *card* at that time;

When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.



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**user** means:

- (i) any person who you have requested that we provide a *card*; or
- (ii) an *administrator*; or
- (iii) any person who has been provided with a *Virtual Card Number*;

A user may be subject to any *limitations* we impose, or agree to impose and may operate the *account* alone.

**Virtual Card** means a *card* HSBC issued to a *user* in electronic form under the *card scheme* and enables transactions to be effected electronically in conjunction with the use of an electronic platform without the need for a physical *card*.

**Virtual Card Number** means a distinct identification number generated and provided by *you* (or by *your* nominated *user* acting under the authority conferred by *you*) to a *user* for purpose of effecting *transactions* using Virtual Card.

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

**you or your** means the person named as "Customer" in the *pricing letter*.

The singular includes the plural and vice versa.

## **2. THE ACCOUNT**

- 2.1 The *account* will be activated the first time when:
  - (a) *we* agree to any *user's* request to process a *transaction* to the *account*; or
  - (b) any *user* activates a *card* in accordance with the instructions *we* provide for its activation.
- 2.2 You authorise us to debit to the account and in respect of each card all:
  - (a) *purchases*;
  - (b) *cash advances*;
  - (c) *interest charges*; and
  - (d) fees and charges.
- 2.3 *We* may assign a date under which credit is provided to *you* under this agreement that is on or after the date the *transaction* takes place. *We* may subsequently adjust debits and credits to the *account*, so as to accurately reflect the legal obligations of *you* and *us* (for example, because of an error or a dishonour). If *we* do this *we* may make consequential adjustments (including to interest charges).
- 2.4 *You* shall ensure that a *card* is issued solely for the purposes of *your* business.
- 2.5 *You* shall notify *us* prior to issuing *cards* to persons employed by an entity other than *you*: (i) which is less than fifty percent (50%) owned by *you* or *your* group or (ii) if such *cards* are intended to be used otherwise than for *your* own business purposes, whereupon *we* may request additional information. *We* may decline to issue such *cards* and, if it considers it appropriate, recommend that such entity applies to be on-boarded as a customer of *HSBC* under a separate cards programme.

## **3. USERS**

- 3.1 *We* may allow, up to a maximum number that *we* determine, any person nominated in writing by *you* who is at least 16 years of age (or as otherwise agreed from time to time) to operate the *account* and *we* may issue a *card*, *PIN* and *identification reference* to such a person for that purpose. However, *we* may only allow a *user* to operate the *account* if *we* have received in a form, and in the manner, satisfactory to *us* any document or information, including any document which identifies the *user*, as *we* reasonably require.
- 3.2 When *you* request us to provide a *user* with access to the *account*, *you* shall stipulate in writing the proportion of the *customer limit* that should be made available to that *user*, together with details of the *restrictions* that *you* would like *us* to impose against a *user's* access of the *account*.

- 3.3 A *user's* access to, and operation of your account is governed by the relevant provisions of this agreement, and the terms set out in the *cardholder conditions* of use booklet. *You* should ensure that any *user* has read and understood and complies with the terms contained within that booklet. If any *user* does not comply with those terms, *you* will be in breach of this agreement.
- 3.4 Subject to any *restrictions* we may impose or agree to impose a *user* is able to use a *card* on, and otherwise operate the *account* in every way available to *you* and *you* consent to such use of the *account*.
- 3.5 *You* are liable to pay for any use of the *account* by each *user* as if the *account* had been used by *you*.
- 3.6 A *user's* right to use the *account* will be withdrawn from when we receive notification in writing that *you* want this to occur; and where physical *cards* have been issued, either, a *card* issued to that *user* has been returned (cut in half for your protection), or *you* have taken all reasonable steps to ensure that a *card* issued to that *user* has been returned to *us*. *You* will not be liable for any *transactions* using that *card* or *card number* after these events have occurred.
- 3.7 Unless *you* otherwise inform *us* in writing, a *user* is able to access any details of transactions performed using their *card*.
- 3.8 A *user* must protect their *access method* in the same way as this agreement requires *you* to protect an *access method*.

## 4. ADMINISTRATORS

- 4.1 *We* may allow, up to a maximum number that *we* determine, any person nominated in writing by *you* who is at least 16 years of age (or as otherwise agreed from time to time) to become an *administrator* of the *account*. However, *we* may only allow an *administrator* to operate the *account* if we have received in a form, and in the manner, satisfactory to *us* any document or information, including any document which identifies the *administrator*, as *we* reasonably require.
- 4.2 *You* agree that an *administrator* may provide *us* with instructions on the *account*. Those instructions may include (without limitation) a direction for *us* to amend the amount of the *customer limit* that a *user* can access, or to impose or remove any other *restrictions* applicable to a *user* or *users*.
- 4.3 *You* agree that there are inherent risks in authorising an *administrator* to provide *us* with instructions, and that the good and proper receipt by *us* of the instructions will be conclusive evidence of such receipt and that *we* will not be under any duty to verify the identity of the person or persons giving instructions purportedly on *your*

behalf and any action taken pursuant to those instructions will be binding upon *you* whether made with or without *your* authority, knowledge or consent.

### **5. APPLICATION OF THE EPAYMENTS CODE AND BANKING CODE OF PRACTICE**

We warrant that we will comply with the requirements of the *ePayments Code*, and the *Banking Code of Practice* where those requirements apply to *your* dealings with us.

### **6. CARDS**

- 6.1 Each *card* is for the sole use of the person named on it and is only valid to the end date shown on it.
- 6.2 Each *card* remains *our* property.
- 6.3 We may issue replacement *cards* at any time.
- 6.4 All *cards* are subject to this agreement.

### **7. SECURITY OF ACCESS METHODS**

- 7.1 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.
- 7.2 The *cardholder conditions of use* contains guidelines which should be followed by each *user* to ensure the security of the *access method*. These guidelines provide examples of security measures only and will not determine *your* liability for losses resulting from unauthorised EFT transactions on the *account*. Liability for unauthorised *EFT transactions* will be determined in accordance with the terms of this agreement and the *ePayments Code*.

### **8. REPORTING LOST OR STOLEN CARDS, UNAUTHORISED USE OF A CARD OR BREACH OF PIN SECURITY**

- 8.1 A *user* must notify *us* by telephone (using the details in section 6.2 of the *cardholder conditions of use*) immediately if their *card* is lost, stolen or misused, if the *PIN* is known to someone else. A *user* will need to give *us* all relevant information they may have, so that *we* can suspend that *user's card* access to the *account*.
- 8.2 You should notify *us* immediately by telephone (using the details set out in section 6.2 of the *cardholder conditions of use*) if a *transaction* is suspected to have been made on the *account* without a *user's* authority. *You* will need to give *us* all information *we* request so that *we* may investigate the *transaction*.

- 8.3 A person making a report in 8.1 or 8.2 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.
- 8.4 If for any reason the above facilities are unavailable and this prevents notification, *you* will not be liable for any unauthorised *EFT transaction* which could have been prevented during this period if the *user* had been able to telephone *us*, provided *we* are notified within a reasonable time of the telephone number becoming available again.

## 9. USING THE CARD

- 9.1 Details of how, when, and where a *card* may be used, together with any general restrictions imposed upon the use of a *card* are set out in the *cardholder conditions of use*.
- 9.2 When a *card* is used (with or without the PIN) at an *EFT terminal*, *you* authorise *us* to act on the instructions entered into the *EFT terminal*. If it is not possible to carry out the instructions given at an *EFT terminal* on *your account*, the *transaction* will not be accepted.

## 10. HOW WE PROCESS TRANSACTIONS IF THE CARD IS USED OUTSIDE AUSTRALIA

- 10.1 *Transactions* made overseas are converted from the currency of the *transaction* to the Australian dollar equivalent as at the date they are processed by the *card scheme* at rates determined by them.
- 10.2 Any statement entries for *transactions* made in a foreign currency, or *transactions* processed by the *card scheme* or billed (whether billed in a foreign currency or not) by a *merchant* outside of Australia, include the following components:
- (a) the *transaction* amount;
  - (b) where the *transaction* has been processed in a currency other than AUD, the Australian dollar equivalent; and
  - (c) an *overseas transaction charge* charged to *you* and which is a percentage of the Australian dollar *transaction amount*.

## 11. LIABILITY FOR EFT TRANSACTIONS

- (a) This condition deals with *your* liability for *EFT transactions* on the *account* which are not authorised by a *user*. It does not apply to any transaction carried out by a *user* or by anyone else who does so with a *user's* knowledge and consent (in which case you shall be liable for that *transaction*).

- (b) *You* are not liable for any loss caused by an unauthorised *EFT transaction*:
- i. occurring before the *user* has received the *card*, *PIN* or *identification reference* and *memorable word* which forms part of their *access method*;
  - ii. occurring after notification to *us* that a *card* has been misused, lost or stolen or that *PIN* or *identification reference* and *memorable word* security has been breached;
  - iii. relating to a forged, faulty, expired or cancelled *access method*;
  - iv. resulting from the fraudulent or negligent conduct of *our* employees, *our* agents, companies involved in networking arrangements or *merchants* who are linked to the electronic funds transfer system or their employees or agents;
  - v. where it is clear that the *user* has not contributed to such loss; or
  - vi. due to the same *transaction* being incorrectly debited to *your account* more than once.
- (c) *You* will be liable for any loss that arises where *we* prove on the balance of probabilities that a user has contributed to losses in respect of the *account* resulting from an unauthorised *EFT transaction* which arise because of:
- i. the *user's* fraud;
  - ii. the *user* voluntarily disclosing the *PIN* or *identification reference* and *memorable word* to anyone, including a family member or friend;
  - iii. the *user* writing or indicating the *PIN* or *identification reference* and *memorable word* on the *card*;
  - iv. the *user* keeping a record of the *PIN* or *identification reference* and *memorable word* with any article or articles carried with the *card* or which might be lost or stolen with the *card*, without taking reasonable steps to carefully disguise the *PIN* or *identification reference* and *memorable word* or prevent unauthorised access to that record;
  - v. the access method comprises a *PIN* or *identification reference* and *memorable word* without a *card* and has recorded the *PIN* or *identification reference* and *memorable word* on the one article or on several articles which might be lost or stolen simultaneously, without taking reasonable steps to carefully disguise the *PIN* or *identification reference* and *memorable word* or to prevent unauthorised access to that record;
  - vi. the *user* who has selected or changed the *PIN* or *identification reference* and *memorable word*, selecting a *PIN* or *identification reference* and *memorable word* which represents the *user's* birthday or a recognisable part of the *user's* name;

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- vii. the *user* acting with extreme carelessness in failing to protect the security of the *PIN* or *identification reference* and *memorable word*, *you* will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of the card or breach of *PIN* or *identification reference* and *memorable word* security; or
- viii. unreasonably delaying notification to *us* of the unauthorised use, loss or theft of the *card* or the *PIN* or *identification reference* and *memorable word* becoming known to someone else, *you* will be liable for the loss occurring between when the *user* became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen *card*) and when *we* were actually notified.

However, in all cases *you* will not be liable for:

- i. that portion of the losses incurred on any one day which exceeds the daily *transaction limits* applicable to the *use* of the particular *card* or *access method*;
  - ii. that portion of the losses incurred in a period which exceeds any other periodic *transaction limit* on the relevant *card*;
  - iii. that portion of the losses incurred on the *account* which exceeds the *customer limit*; or
  - iv. losses that would exceed the amount of your liability had *we* exercised *our* rights (if any) under the rules of the *card scheme* against other parties to that scheme.
- (d) If the *PIN* or *identification reference* and *memorable word* is required to perform the unauthorised EFT transaction and condition 11.1(c) does not apply, your liability for loss arising from an unauthorised EFT transaction on the *account*, if the loss occurs before we are notified of the unauthorised use, loss or theft of the *card* or breach of *PIN* or *identification reference* and *memorable word* security, is the lesser of:
- i. \$150;
  - ii. the portion of the *account* balance available to the relevant *card* from which value was transferred in the unauthorised *transaction*;
  - iii. the actual loss at the time we are notified of the unauthorised use, loss or theft of the *card*, or of the *PIN* or *identification reference* and *memorable word* becoming known to someone else, (except that portion of the loss incurred on any one day that exceeds any applicable daily or other periodic *transaction limit*); or

- iv. the amount of *your* liability had we exercised *our* rights (if any) under the rules of the *card scheme* against other parties to that scheme.
- (e) Notwithstanding any of the provisions contained in this condition, your liability in respect to each *card* will not exceed *your* liability in respect to each *card* under the *ePayments Code*.
- (f) In the case of *Virtual Card*, we may treat all *transactions* as properly authorised by *you* or *your user*, even if made fraudulently. We shall be under no obligation to check the authenticity of the *transactions* made using a *Virtual Card Number*, or the authority of the person making them. Where we have reason to believe that a transaction purporting to be made using a *Virtual Card Number* has not been properly authorised by *you* or *your user*, or that any other breach of security has occurred in relation to the *Virtual Card*, we reserve the right not to process, or to delay processing the *transaction*, and we will inform *you* and/or *your user* as soon as is reasonably possible. *You* agree that it is *your* responsibility to set up, maintain and regularly review security arrangements concerning *your* use of the *Virtual Card*. *You* must notify *us* as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised use of the *Virtual Card*. We shall not be liable for any communications or arrangements between *you* and *Mastercard* (or other service provider), or for any services provided by *Mastercard* (or other service provider) in respect of *your* use of *Virtual Card*.

## 12. LIABILITY FOR OTHER TRANSACTIONS

If, in cases not involving *EFT transactions*, a *card* is used without a *user's* authority, then subject to any express provision herein to the contrary, *you* are liable for the actual loss arising from the unauthorised *transaction(s)* before *we* are notified of the unauthorised use (except that portion of the loss incurred on any one day which exceeds any applicable daily or other *transaction limit* on each *card*) less any amount recovered by *us* in the exercise of *our* rights (if any) under the rules of the *card scheme* against other parties to that scheme.

## 13. LIABILITY FOR BPAY® TRANSACTIONS

- (a) *Your* liability for unauthorised and fraudulent *BPAY®* payments will be determined in accordance with condition 11 and 12.
- (b) A mistaken *BPAY®* payment is a *BPAY®* payment to a person or for an amount which is not in accordance with the instructions given to *us*, if any. If the *account* is debited with the amount of a mistaken *BPAY®* payment, we will credit that amount to the *account*. However, you must pay *us* the amount of a mistaken *BPAY®* payment if a *user* is responsible for a mistake resulting in that payment and *we* cannot recover the amount from the person who received it within 20 business days of attempting to do so. *You* acknowledge that the receipt by a *biller*



of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between a *user* and that *biller*.

- (c) If *we* are notified 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 *your* 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.
- (d) Subject to condition 11 and the *ePayments Code*, *we* are not liable for any consequential loss or damage *you* may suffer as a result of using the *BPAY*<sup>®</sup> scheme, other than due to any loss or damage suffered due to *our* negligence.

### 14. ELECTRONIC BANKING SYSTEM MALFUNCTION

- (a) 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*.
- (b) *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 a *user's* instructions, or if an *access method* fails to operate the *electronic equipment* or system.
- (c) 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. However, if the *user* 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.

### 15. UNAUTHORISED TRANSACTION PROTECTION INSURANCE

- 15.1 *HSBC* will provide to *you* at no charge Unauthorised Transaction Protection Insurance. The terms of that insurance (including details of any limitations) are available online at [www.hsbc.com.au](http://www.hsbc.com.au)

### 16. GENERAL RISK IN TRANSACTIONS

- 16.1 Where *we* allow a *user* to withdraw money from the *account* using a *card*

- (a) at an *ATM*;
- (b) by way of a *cash advance*; or
- (c) through *EFTPOS*,

that money is at *your* risk once it becomes visible to the *user* or is otherwise in the *user's* possession.

16.2 *You* acknowledge and agree that unless *we* are negligent and directly cause *you* loss or damage *we* are not liable to *you* or any *user* for any loss or damage (however *we* are not liable for any consequential loss) suffered as a result of any *transaction* (or failure of a transaction to occur) or in relation to any condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

16.3 *We* are not liable for any consequential loss or damage *you* may suffer as a result of *us* exercising our rights contemplated in the *general conditions* when *you* or a *user* breaches this agreement, other than due to any loss or damage suffered due to *our* negligence.

16.4 *You* indemnify *us* against any loss or damage *we* may suffer due to any claim, demand or action of any kind brought against *us* arising directly or indirectly because *users*:

- i. did not observe any of the obligations under; or
- ii. acted negligently or fraudulently in connection with these terms.

provided that such indemnity will be limited by the extent of our negligence (if any).

## **17. ONLINE CARD PORTAL**

17.1 An *administrator* shall be given access to the *online card* portal subject to condition 17.4. You agree to comply, and shall ensure that your nominated *administrator(s)* and any other persons the *administrator(s)* nominates to access and use the *online card portal* shall comply with all applicable terms and conditions relating to the access and use of the *online card portal*. The *online card portal* will permit an *administrator* to:

- (a) add new cardholders to *your account*;
- (b) maintain *card* limits;
- (c) order replacement *cards* and *PINs*;
- (d) view your transaction details and *account* statements online;
- (e) place transaction restrictions on your account;
- (f) update information of the *users*; and
- (g) perform any other tasks to manage the *account* and *card* as permitted by us from time to time.

- 17.2 While operating the *online card portal*, we highly recommend the *administrators* to utilize:
- (a) the alert notification function to monitor activities of the *users*.
  - (b) dual authority where applicable.
- 17.3 You assume sole responsibility and liability for all requests, changes, and modifications made by a *user* to any *account* that are initiated through the *online card portal* and will indemnify and hold HSBC, its officers and employees harmless from any claims relating to such access and the use of the *online card portal* by the *users*. You agree that all *users* shall use the *online card portal* only for managing the *account*. You understand that the information available through the *online card portal* is updated periodically and therefore, at any point in time, may not reflect the latest information on HSBC's records at such time.
- 17.4. Your nomination of an *administrator* pursuant to condition 4.1 constitutes a representation by *you* that the relevant individual named in the application form has been granted general authority from your board of directors or other governing body (or have been designated by an officer who has been duly authorized by your board of directors or other governing body) to administer the *online card portal*. We shall not give access to the *online card portal* nor act upon any instructions, orders, agreements or other documents submitted by a person unless and until we receive the application form, other documents and information as we require under condition 4.1 appointing such person as an *administrator*.
- 17.5 Upon receipt of written notice from *you*, we will remove the *administrator's* access within a reasonable period. We reserve the right to revoke access to the *online card portal* for *you*, the *administrator* or any *user*, at any time, where we consider there is a reasonable cause to do so, with or without notice.
- 17.6 The *online card portal* is made available only for *your* internal use, and may not be otherwise copied, displayed, distributed, downloaded, disassembled, reverse engineered, modified, published, transmitted, incorporated in other products or services, or otherwise used for commercial purposes, without express written permission from *us*.
- 17.7 You are responsible, at *your* own expense, for obtaining, installing, maintaining, and operating all internet access services, any computer hardware or software necessary for accessing and utilizing the *online card portal*, and for providing appropriate security with respect thereto. We will not be liable for any errors, failures, interruptions, or security breaches in *your* internet services, any data that is lost or destroyed in connection with the use of the *online card portal*, or *your* inability to use the *online card portal* due to a mechanical failure of hard drives, personal computers,

servers or other systems or hardware.

17.8 With respect to *online card portal* that is owned, managed and/or operated by a third party provider, *you* agree that *HSBC* may transfer data and information relating to *you*, *administrator(s)*, *cardholder(s)* and other *user(s)* of such *online card portal* to the third party provider, its service provider and any other person as is necessary for purpose of making available the access and use of such *online card portal* to *you*. *HSBC* shall not be liable for any loss or damage suffered by *you* or any other party as a result of *your* access or use of an *online card portal* operated by a third party provider. *HSBC* makes no representation or warranty whatsoever, whether express or implied, with regard to any such *online card portal* operated by a third party provider.

## 18. RESOLVING DISPUTES AND COMPLAINTS

18.1 If *you* have any concerns relating to the use of a *card*, including a disputed, unauthorised or irregular *transaction* (including telephone and internet *transactions*) or if any *user* believes there is an error on an *account* statement (each, and collectively "dispute"), an *administrator* must tell *us* immediately and no later than 30 days after the date of the *account* statement by telephoning 1300 300 437 for HSBC Business and Corporate Credit Cards. *We* may decide to resolve the *dispute* under the rules of applicable *card scheme*. If *we* do so, resolution of the *dispute* will be governed by the time limits imposed by those rules and if *you* delay notifying *us* of any apparent error, *our* ability to investigate and resolve the *dispute* may be restricted or lost. For this reason *you* must report any suspected unauthorised *transaction* to *us* as soon as possible.

18.2 For disputed payments relating to *cards*, the applicable *card scheme* rules may apply. These rules set out the dispute procedures and notification timeframes that *we* must comply with. In some cases, a chargeback right may exist. Depending on the type of transaction, this means that *we* may claim a refund from the merchant on *your* behalf up to 75 or 120 days after the date of the disputed transaction. It is therefore in your interest to report any disputed transactions to *us* as soon as possible, else *you* may be held liable for the loss.

18.3 Where no chargeback right exists and the transaction is done electronically, the ePayments Code and different rules and time frames may apply.

18.4 Whilst *we* investigate *your* disputed transaction, *we* may suspend *your* obligation to pay any amount which is the subject of the dispute or any credit or other interest charges related to that amount until *your* dispute has been resolved, however *you* will need to continue making at least *your* monthly minimum payments on *your account*. *Your* obligation to pay the disputed transaction amount and/or charges will be reinstated if the outcome of the dispute is not found in *your* favour.

- 18.5 Please note that although *we* are a member of the *card scheme*, *we* cannot automatically exercise our rights under the *card scheme*. A disputed *transaction* must fall within a specific category before *we* can exercise our rights in respect of that *transaction*. Even if *we* can exercise our rights, there is no guarantee that *our* claim will be accepted, as the *merchant's* bank may dispute *our* claim.
- 18.6 When *we* complete our investigation of the disputed *transaction*, *we* will advise *you* in writing of the outcome, the reasons for *our* decision (and, if applicable, with reference to any relevant provisions of the *ePayments Code* as reflected in this agreement), and any further action *you* can take in respect of the complaint *dispute*.
- 18.7 If *we* decide that the *account* has been incorrectly debited or credited, *we* will promptly adjust the *account* (including appropriate adjustments for any interest and any fees and charges) and tell *you* in writing of the amount which has been debited or credited to the *account* as a result.
- 18.8 If *we* decide that *you* are liable for all or part of the disputed *transaction*, *we* will provide *you* with copies of any document or other evidence on which *we* based *our* decision and also advise *you* in writing if there was any system or equipment malfunction at the time of the *transaction*.
- 18.9 If *you* are not satisfied with *our* decision or, *our* handling of the *dispute* at any point, *you* may wish to contact your Relationship Manager or call us on 1300 300 437. Or *you* can log onto *our website*, [www.hsbc.com.au](http://www.hsbc.com.au) and record *your complaint* or feedback via the "Contact Us" icon.
- 18.10 *We* will investigate *your complaint* and within 30 days of receiving your *complaint* write to you, explaining the outcome of *our* investigation or that more time is needed to complete the investigation. Unless there are exceptional circumstances, *we* will complete *our* investigation within 30 days of receiving your *complaint*.
- 18.11 If *we* are unable to resolve *your complaint* within 30 days, *we* will write to you and inform *you* of:
- (a) the reasons for the delay;
  - (b) your right to complain to the Australian Financial Complaints Authority ("**AFCA**") if you are a *small business* (as defined by the AFCA Rules below) and you are dissatisfied; and
  - (c) the contact details for AFCA

- 18.12 If *you* are a *small business* (as defined by the AFCA Rules below) and *your* complaint is related to financial hardship or debt collection decisions made by *us*, different timeframes for handling *your* complaint may apply. For such complaint, unless *we* advise you otherwise, *we* will comply with conditions 18.10 and 18.11 as if the reference to “30 days” reads “21 days”.
- 18.13 When *we* complete our investigations of *your* complaint, *we* will notify *you* in writing of:
- (a) the final outcome of the complaint;
  - (b) *your* right to take the complaint to AFCA if *you* are a *small business* (as defined by the AFCA Rules below) and *you* are not satisfied with final outcome; and
  - (c) the contact details for AFCA.
- 18.14 The Australian Financial Complaints Authority complaint resolution scheme rules (“**AFCA Rules**”) define *small business* as a business that had less than 100 employees at the time of the act or omission by the financial firm that gave rise to the complaint. (Note: A complaint is excluded from AFCA’s jurisdiction if the complainant is a member of a group of related bodies corporate and that group has 100 employees or more.)
- 18.15 AFCA is a free, impartial and independent dispute resolution scheme which independently assists consumers and small businesses to resolve complaints about financial firms.

For more information, refer to the AFCA website at [www.afca.org.au](http://www.afca.org.au).

To contact AFCA directly, *you* can:

write to: Australian Financial  
Complaints Authority  
GPO Box 3  
Melbourne, VIC 3001

call: 1800 931 678

email: [info@afca.org.au](mailto:info@afca.org.au)

visit: [www.afca.org.au](http://www.afca.org.au)

- 18.16 If *we* fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for *our* decision set out in this agreement and such failure prejudices the outcome of *our* investigation of the complaint or results in unreasonable delay in its resolution, *we* may be liable for part or all of the amount of the *transaction* which is the subject of the complaint.

## 19. CHARGEBACKS

19.1 In some circumstances, the rules of the *card scheme* allow us to charge a *transaction* on the *account* back to the *merchant* with whom a *user* made a *transaction*.

19.2 We will claim a chargeback right (if the right is available) for a *transaction* on the *account* if:

- i. an *administrator* asks us to do so; and
- ii. we are provided with the information and material we require to support the chargeback, within 30 days after the date of the statement on which the *transaction* is recorded.

Otherwise any chargeback we have under the rules of the *card scheme* may be lost.

The timeframe for disputing a transaction may not apply to reporting unauthorised *EFT transactions* covered by the *ePayments Code*.

19.3 We cannot claim a right of chargeback if: the right does not exist i.e. *your* claim must fall within a specific category before we can exercise *our* rights in respect of a disputed *transaction*. The rules of the *card scheme* prevent us from disclosing details of when a chargeback is or is not available to *us*.

19.4 You have the rights set out under this clause 19 even if the *transaction* was debited from your *card* and was part of a recurring payment arrangement you have with that *merchant*.

## 20. CHANGES

20.1 We will give *you* written notice of a change to the terms of the *account* (including by introducing new or revised fees and charges), unless otherwise required by law no later than the day on which the change takes effect.

20.2 Despite condition 20.1, we may not give advance notice when changes are necessitated by an immediate need to restore or maintain security of the system or of individual *accounts*.

## 21. CANCELLATION, AND SUSPENSION OF THE ACCOUNT OR CARD(S)

21.1 We may, at any time without prior 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 a *user's* (or all *users*) access to the *account*.

21.2 A *card* or the *account* must not be used after we have notified *you* of *our* actions contemplated in condition 21.1, and when we give *you* such notice of those actions

*you* must return any *cards* that we request to *us* (cut in half for *your* protection) or satisfy *us* that all *cards* have been destroyed. *You* will be liable for any use of a *card* until all *cards* are returned to *us*. Users must also cancel any standing debit authorities in respect of the *account*.

21.3 *You* must also return all *cards* (cut in half for your protection) or satisfy *us* that all *cards* have been destroyed if *we* request *you* to do so.

21.4 If *you* or *we* close your *account*, or if *we* cancel access to the *account*, *you* must immediately pay to *us* the total amount owing together with any amounts debited at any time which are incurred after the time of cancellation.

## 22. CUSTOMER LIMIT AND SECURITY

(a) Subject to any *transaction limits* which *we* may impose on the *account*, *we* make funds available up to the *customer limit*.

(b) *We* may also impose in relation to each *card*:

- i. the agreed *card limit*; and
- ii. any limits in addition to the *card limit*; and
- iii. *restrictions*.

(c) *You* must not allow the *unpaid balance* to exceed any of the limits imposed by operation of conditions 22(a) or 22(b) unless *we* have consented in writing or *we* otherwise authorise the *transaction* which results in the *unpaid balance* exceeding those limits.

(d) If the *customer limit* is exceeded without *our* approval *you* must immediately repay the excess. *We* need not ask *you* for that amount first.

(e) *You* may ask *us* to temporarily increase the *customer limit* or a *card limit* at any time. *We* are not required to agree to any such request, this is a *service* *we* make available to *you* so that *you* do not accidentally embarrass *yourself* by inadvertently exceeding the *customer limit* or a *card limit*. *You* can request a temporary increase in the *customer limit* or a *card limit* in one of two ways:

- i. by way of a formal request, that is, *you* ask *us* for and *we* agree to provide *you* with, an increase to the *customer limit* or a *card limit* before a *user* authorises any payments from the *account* that, would cause that a *customer limit* or *card limit* to be exceeded; or



- ii. by way of an informal request, that is, where a *user* authorises a payment to be made from the account which, if made by *us*, would cause the *customer limit* or a *card limit* to be exceeded without having agreed with *us* in advance an increase in that existing the *customer limit* or a *card limit* to cover such payment.
- (f) If *we* receive an informal request for a temporary *customer limit* or a *card limit* increase from *you*, *we* will consider *your* request and if *we* agree to it, *we* will provide *you* with an increase to the existing *customer limit* or *card limit* to cover the purchase concerned. In return for providing this service to *you*, if *we* agree to *your* informal request, an over limit arrangement fee may be charged. *You* will not be charged further over limit arrangement fee(s) provided there is no further drawings against that *customer limit* or *card limit*. *We* may not be able to grant every request *you* make for the *customer limit* or a *card limit* increase. Where *we* decline an informal customer limit increase request *we* will not charge an over limit arrangement fee.
- (g) *You* may ask *us* to permanently increase the *customer limit* or a *card limit* at any time. *We* are not required to agree to any such request. *We* may only increase the *customer limit* or a *card limit* at *your* request or with *your* written consent.
- (h) *We* may reduce the *customer limit* or a *card limit* or stop providing further credit without *your* consent. Unless *you* are in default, *we* will give you notice as soon as practicable after *we* do so.
- (i) If *you* agree with *us*, that a *security* is required from *you* to secure the *customer limit* and/or to cover all outstanding balance on any or all *cards*, then upon *our* request as set out in a *security letter*, *you* shall furnish to *us*, within the period reasonably designated by *us*, such *security* as shall be acceptable to *us*.
- (j) *We* shall be entitled to have solicitors of *our* choice appointed to prepare the necessary documentation relating to the *security* and/or to provide legal opinion(s) confirming the validity and enforceability of the *security* as well as confirming *your* legal capacity and/or that of the *security provider(s)* to execute and enter into the *security* documentation.
- (k) Where *you* agree to provide a *security* under this agreement, *you* shall promptly pay to, or reimburse, *us* the amount of all costs and expenses (including all legal fees) in relation to the following:
- i. preparing, negotiating, executing, filing, registering and completing any *security* documentation;
  - ii. obtaining legal opinion(s) in relation to any *security*;

- iii. any consent, approval, waiver, amendment, release or discharge relating to any *security*;
  - iv. any enquiry by a government agency relating to *you*, a *security provider* or any other asset which is the subject of any *security*; and
  - v. the actual, attempted or contemplated enforcement of, or exercise of, *our* rights or powers under any *security*.
- (l) *You* consent to *HSBC* disclosing or providing any information and documents relating to the facility provided to *you* under this agreement (including, without limitation, the applicable terms and conditions, a summary of the corporate card services or information on your outstanding liabilities owed to *HSBC*) to any *Security Provider*, their solicitors or other professional advisers. In addition, if *HSBC* is obliged to make any formal demand for repayment because *you* have failed to settle any amount due following a customary reminder, *HSBC* may also be required to provide any *Security Provider* with a copy of *your* latest statement of account and/or to give the *Security Provider* details of *your* outstanding liabilities owed to *HSBC*, whether actual or contingent. *You* agree to *HSBC* providing any of the above said documents or information to any *Security Provider* (including any potential *Security Provider*), to the *Security Provider's* solicitors and other professional advisers. You understand that, if this consent is not given, *HSBC* will be unable to provide or continue to provide the facility to *you*.
- (m) Without prejudice to any other mode of service allowed under any relevant law, *you* shall:
- i. promptly, upon the request of *HSBC*, irrevocably appoint an agent in Australia (in the relevant state or territory within Australia) acceptable to *HSBC* in order to accept service of process in relation to any proceedings before the courts in Australia in connection with the facility provided to *you* under this agreement, including any matters relating to enforcement of the *security*; and
  - ii. agree that any failure on the part of a process agent to notify *you* of the process will not invalidate the proceedings concerned.

## **23. GENERAL TRANSACTION LIMITS**

- (a) *We* may impose either a permanent or temporary maximum limit on the total amount of cash or value each *user* can obtain with a *card*.
- (b) *You* agree that *we* have no obligation to inform *you* of our intention to impose a temporary maximum transaction limit (for instance because the *transactions* appear to be suspicious or fraudulent) on the total maximum amount of cash or value each *user* can obtain with a *card*.

- (c) Where we impose a permanent maximum limit on the total amount of cash or value each *user* can obtain with a *card* we will inform *you* of that limit. The limit may operate for a period such as a daily transaction limit.
- (d) *Merchants*, our agents and other financial institutions may impose their own restrictions on the amount of cash or value a *user* can obtain with a *card*.
- (e) We may impose a limit on the total maximum amount of cash or value each *user* can obtain with a *card* on any one day. For this purpose each day ends at midnight. Currently the daily limit is \$1,000 per *card*. We will notify *you* of any changes to that limit in accordance with this agreement.

## 24. RESTRICTIONS

- 24.1 We may, or we may agree with *you* (or an *administrator* authorised by *you* to provide us with such instructions) to impose a restriction on a *user's* ability to undertake a particular type of *transaction*.
- 24.2 You acknowledge that any restrictions we agree to impose pursuant to clause 24.1 are done so in *our* reliance on the accurate categorisation of the *transaction* by (i) the *merchant* and (ii) the *merchant's* bank. We have no ability to control this categorisation and in some circumstances may be unable to prevent *user's* from performing *transactions* which *you* have asked *us* to restrict.
- 24.3 We bear no liability to *you* (or any other party) for any loss or damage caused by any *restriction* imposed or *our* failure to impose or enforce any such *restriction*.

## 25. INTEREST CHARGES

- 25.1 The *annual percentage rate* applicable to *your account* is shown in the *pricing letter* or as otherwise notified to *you*, and is applied in accordance with condition 25.4.
- 25.2 If the debit posted to *your servicing account* is returned for any reason, *you* will be liable to pay interest at the *annual percentage rate* on the outstanding amount of each *purchase* which has been debited to the *account* from:
  - (a) the date of the *purchase*, as shown on the statement of *account* if the date of the *purchase* was after the start date of the *statement period* to which the statement of *account* relates; or
  - (b) the first date of the *statement period* of the statement of *account* if the date on which a *user* made the *purchase* was before the start of the *statement period* to which the statement of *account* relates, until the *closing balance* of that statement of *account* and any subsequent statement of *account* is repaid in full.

(collectively the **"unpaid purchase balance"**)

25.3 Interest is charged on each *cash advance* from:

- (a) the date of the *cash advance*, as shown on the statement of *account* if the date of the *cash advance* was after the start date of the *statement period* to which the statement of *account* relates; or
- (b) the first date of the *statement period* of the statement of *account* if the date on which a *user* made the *cash advance* was before the start of the *statement period* to which the statement of *account* relates, until the *cash advance* is repaid in full.

25.4 Where we are entitled to charge you interest in accordance with conditions 25.2 and 25.3, the interest charge for each *statement period* is calculated by:

- (a) for each day in the *statement period*, applying the *daily percentage rate* to:
  - i. the unpaid *purchase* balance for the end of that day (excluding any *cash advances* which are calculated in accordance with condition 25.3); and
  - ii. adding any interest calculated during the previous *statement period*, and for which interest had not yet been debited, but which becomes due in accordance with condition 25.2; and
- (b) for each day in the *statement period*, applying the applicable *cash advance rate* to the relevant unpaid *cash advances* for the end of that day.

25.5 We debit interest charges to the *account* (which increases the *unpaid balance*) on the last date of the *statement period* each month (but the interest charges are not included in the *unpaid balance* for the calculation of interest on those days).

## 26. PAYMENTS

26.1 Payments made to the *account* may not be credited to the *account* on the day of lodgment. The processing may take a number of days. You should allow sufficient time for payments to be received, processed and cleared by us as these funds may not be available to any *users* for immediate use.

26.2 Notwithstanding any other terms of this agreement, we will only accept payment to the *account* which is made by direct debit from your *servicing account*, or by way of a payment made in accordance with the payment directions found on the *account statement*.

## **27. FEES AND CHARGES**

- 27.1 Other than government fees and charges the fees and charges we debit to the *account* from time to time are debited by *us* for the provision, to *you*, of a *service*. We will debit these fees and charges in the event that *we* believe *you* require *us* to provide a specific *service* in order to assist *you* in better managing the *account*. These services occur in the event that *you* fail to make a payment pursuant or do so after the *due date*, *we* will debit the amount of the late payment reminder fee from *your account* and in return *we* will monitor the account more closely and a staff member may attempt to contact *you* to bring this matter to *your* attention and assist *you* by suggesting ways to make *your* future payments on time or by suggesting *you* utilize a different payment method. If *you* remedy the situation before *we* are able to bring the late payment to *your* attention *we* will still charge the fee and *you* will be able to use this *service* any time before the next due date.
- 27.2 Regardless of whether or not *we* provide *you* with the *service* before or after *we* debit the fee to the *account* you must pay *us*:
- (a) all credit fees and charges in the circumstances indicated in the *pricing letter* or as changed under the terms of this agreement;
  - (b) all new fees and charges *we* impose under the terms of this agreement;
  - (c) an amount equal to any government charges and duties, if applicable, on receipts or withdrawals under this agreement calculated in accordance with the relevant legislation, which are payable whether or not *you* are primarily liable for such charges and duties; and
  - (d) any enforcement expenses *we* reasonably incur in enforcing this agreement after a default, including our legal costs on a solicitor-client or indemnity basis, all of which are payable when *we* ask.
- 27.3 All fees are non-refundable. However, a government or third party fee or charge will only be payable to the extent of the actual amount finally determined as being payable to the relevant third party.

## **28. WHAT HAPPENS IF YOU BREACH THIS AGREEMENT**

- 28.1 Notwithstanding any other provision of this agreement, *HSBC* may at any time if it considers there are reasonable grounds for doing so, cancel the facility provided to *you* under this agreement. *HSBC* shall provide *you* with 30 days prior notice of its intent to cancel the facility but need not do so if required to cancel the facility earlier or immediately where *HSBC* needs to protect against a material risk or due to the requirements of law or any government or regulatory body.

28.2 Without limiting the effect of condition 28.1, if *you* or any *user* causes a breach of this agreement, *we* may do any or all of the following:

- (a) close or *suspend* the *account*;
- (b) cancel or *suspend* a *card*;
- (c) require the return of a *card*;
- (d) use any money *you* have in any other *account* *you* have with *us* towards repaying any amount *you* owe *us* under this agreement (this is known as “combining accounts”). (*We* may combine accounts without giving *you* any notice.) If *we* do this the balance in *your* other account will reduce by the amount used for this purpose;
- (e) require *you* to pay *us* on demand the total amount owing;
- (f) exercise any other rights that the law gives *us*; and
- (g) require *you* to pay *us* on demand all enforcement expenses *we* reasonably incur in the exercise of *our* rights against *you*, including legal fees.

28.3 If an obligation to pay *us* an amount under this agreement becomes merged in a court order or judgment, *you* must pay *us* interest at the *annual percentage rate* at that time on that amount calculated daily until fully paid.

## **29. STATEMENTS AND EXPENSE MANAGEMENT SYSTEM**

29.1 *We* give *you* a statement for *your account* at least every 40 days (unless the law says that *we* do not have to). In all cases, *we* will send *you* a statement of the *account* at least every 6 months. *You* may also receive a statement of *account* relating to the *account* if *you* request it at any time.

29.2 *You* should check all entries on *your* statement of *account* carefully and promptly report any apparent error or unauthorised *transactions* to *us* in accordance with condition 6.2 of the *cardholder conditions of use*.

29.3 Upon *your* written request *we* may arrange your access to an expense management system (“*system*”). Where *we* arrange such access, *you* acknowledge and agree that:

- (a) the provider of the *system* bears sole responsibility for the operation and governance of the *system*;
- (b) *Your* use of the *system* shall be governed by the terms required by the provider of the *system* and *you* and any *user* whom *you* may delegate access to the *system* shall be bound to those terms;

- (c) HSBC makes no representation and provides no warranty in respect of the *system* and to the maximum extent permitted by law, every condition, warranty, term, provision, representation or undertaking (express, implied, written, oral, collateral, statutory or otherwise) is excluded; and
- (d) *You* shall forever hold harmless, and shall indemnify, HSBC, its officers and employees against any claim suffered, incurred or payable by HSBC or its correspondents or agents in connection with or arising directly or indirectly out of *your* use of the *system*.

### **30. INSURANCES**

The terms and conditions of complimentary insurances are set out on the HSBC website at [www.hsbc.com.au](http://www.hsbc.com.au). The letter will set out the insurance that is applicable to the *account*.

### **31. NOTICES**

- 31.1 Notwithstanding anything else in these terms, *you* agree that we may provide information by publishing those details in a national circulating newspaper. Communications given by newspaper advertisement are taken to be received on the date they are first published.
- 31.2 For the avoidance doubt, clause 31 does not impair, affect or prejudice *our* right to provide notice to *you* under these terms by other means, which we may do so by way of personal delivery, post, courier service, publication on *our* public website or through other electronic means.

### **32. CARDHOLDER CONDITIONS OF USE**

To the extent of any inconsistency the *cardholder conditions of use* are incorporated into this agreement as if set out in full. For the purposes of this agreement an "inconsistency" will not exist if the term of one document relating to a particular topic is more comprehensive than a term of another document relating to that topic. In that case the more comprehensive term will be applied.

### **33. ANTI-MONEY LAUNDERING**

- (a) Notwithstanding any other provision in this Agreement, *HSBC* may delay, block or refuse to process any payment or other transaction without incurring any liability if *HSBC* knows or reasonably suspects that the transaction or the application of its proceeds will:
- i. breach, or cause *HSBC* to breach, any applicable laws or regulations of any jurisdiction (including any sanctions); or

- ii. allow the imposition of any penalty on *HSBC* or *HSBC Group* under any such law or regulation, including where the transaction or the application of its proceeds involves any entity or activity the subject of any applicable sanctions of any jurisdiction binding on *HSBC* or *HSBC Group*, or the direct or indirect proceeds of unlawful activity.
- (b) As soon as practicable after *HSBC* becomes aware that it will delay, block or refuse to process a transaction under paragraph (a), *we* will notify *you* and consult in good faith but in each case only to the extent *we* determine it is legally permitted to do so. In making that determination *we* shall act reasonably.
- (c) *You* shall promptly advise *HSBC* if *you* enter into any terms and conditions, agreement or documentation relating to this Facility in the capacity as agent and promptly supply, or procure the supply of, such information as may be reasonably requested by *HSBC* from time to time in relation to any principal for which *you* may be acting.
- (d) *You* undertake, and shall procure that each *user* undertakes, to exercise the rights and perform the obligations applicable to *you* and the *users* under the terms and conditions, agreement or documentation relating to this Facility in accordance with all applicable laws or regulations relating to anti-money laundering, counter-terrorism financing or sanctions.

### **34. GOVERNING LAWS AND JURISDICTION**

The terms of this agreement are governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in the state of New South Wales, Australia.



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