

# Debit Card Terms and Conditions of HSBC Bank (China) Company Limited

**Article 1** HSBC Bank (China) Company Limited ("Bank") personal debit card ("Debit Card") is issued by the Bank and can be used to conduct banking transactions at the automated teller machines ("ATMs") of the Bank, ATMs and point of sale terminals ("POS Terminals") of China UnionPay ("CUP"), and ATMs in the participating HSBC Group global ATM network ("HSBC Group ATMs").

The Debit Card can be used for payment, cash withdrawal and balance inquiry, etc.

**Article 2** Any individual who has an RMB settlement account with the Bank may apply for a Debit Card by presenting his/her true, lawful and valid identification document(s) and agreeing to accept and abide by these Terms and Conditions.

To apply for a Debit Card, the applicant shall honestly fill out a Debit Card application form of the Bank, acknowledge and agree to accept and abide by these Terms and Conditions.

**Article 3** The Bank issues different types of Debit Card to different customer types of cardholder. The Application and the use of a Debit Card shall meet the eligible conditions for that type of Debit Card at all times.

**Article 4** The Debit Card is a multi-currency debit card. A Debit Card must be linked with an RMB settlement account as its primary account and may also be linked with a maximum of two RMB settlement account(s) or foreign currency saving account(s) as its supplementary account(s). No joint account is allowed to be linked to a Debit Card. Account(s) linked with a Debit Card should be designated by the cardholder upon his/her application for the Debit Card. If the cardholder needs to change the account(s) linked to his/her Debit Card, the cardholder shall submit a written application to the Bank together with his/her valid identification document(s) and the Debit Card.

In China, the RMB settlement account linked to a Debit Card will be used for cash withdrawal via ATMs of the Bank or ATMs of CUP, or payment via POS Terminals of CUP.

If a cardholder has a cheque settlement account with the Bank and has linked such account to his/her Debit Card, s/he may apply for a cheque book via the ATMs of the Bank which shall be processed in accordance with the instruction(s) and/or information given and/or shown on the ATM screen.

Outside China, a cardholder may draw cash from the ATMs of CUP (which are not HSBC Group ATMs) or pay through CUP POS Terminals in which case the RMB settlement account(s) linked to his/her Debit Card will be used. The exchange rate applied for these transactions will be determined in accordance with the rules set by CUP, and the Bank will debit the cardholder's RMB settlement account(s) linked to the debit card based on the RMB amount(s) provided by CUP. Outside China, a cardholder may, through ATMs of HSBC Group outside China and subject to the local laws, regulations and practice, withdraw cash in the local currency from his/her foreign currency account(s) (if any) linked to his/her Debit Card. If the local currency in which the cash is withdrawn ("Withdrawal Currency") is different from the currency of the cardholder's foreign currency account ("Settlement Currency"), the withdrawal amount expressed in the Withdrawal Currency will be first converted by HSBC Group Global ATM Switch System into Hong Kong dollars and then reported to the Bank. Upon receipt of the report from HSBC Group Global ATM Switch System, the Bank will convert the amount from Hong Kong dollars into RMB, and then, after deducting service fees (for example, transaction fee, if any), convert the RMB amount into the Settlement Currency and debit the cardholder's foreign currency account accordingly. The exchange rate used in the above conversion will be solely determined by HSBC Group Global ATM Switch System and the Bank, and the exchange risk associated with the conversion will be borne by the cardholder.

A Debit Card can be used to make the above withdrawal and/or payment only when there is sufficient available balance in the relevant account(s) linked to the Debit Card. The Debit Card does not allow or support any overdraft. Therefore, no withdrawal and/or payment could be made using a Debit Card with insufficient available balance in the relevant account(s) linked to the Debit Card.

The Debit Card is set with a daily cumulative limit regarding spending via POS Terminals ("Daily Cumulative Spending Limit") which is aimed at enhancing risk control. Transaction(s) which may cause the applicable Daily Cumulative Spending Limit to be exceeded can not be conducted. A cardholder may apply to the Bank for setting or adjusting the Daily Cumulative Spending Limit within the upper limit set by the Bank (if any) based on his/her needs for Debit Card usage and risk control. If a cardholder fails to apply for setting a Daily Cumulative Spending Limit, a default Daily Cumulative Spending Limit set by the Bank will be applied, and the Bank may adjust the default Daily Cumulative Spending Limit from time to time.

**Article 5** If the cardholder needs to use products or services from any third party other than the Bank for the purpose of using the Debit Card, the cardholder shall carefully read and fully understand the terms and conditions (if any) related to the products or services of the third party and confirm to be bound by the same. The Bank does not have any agency relationship with any third party, nor does the Bank provide any express or implied guarantee or promise for any products or services of any third party. If there is any dispute arising between the cardholder and the third party, the cardholder shall negotiate with the third party to settle the dispute himself/herself. The cardholder shall not refuse to pay back to the Bank any unliquidated debt for the reason of the dispute with the third party. The obligations that the cardholder bears towards the Bank shall not be impacted by

any dispute between the cardholder and the third party, or by any counterclaim, defense or set-off right the cardholder might have towards the third party. The aforementioned third party includes but is not limited to specially engaged commercial entities or card associations from which the cardholder purchases products or services for the purpose of using the Debit Card, acquirers or other accepting units related to the using of the Debit Card, and other third party institutions or companies which provides self-service equipment, value added service or payment platform.

**Article 6** The maximum withdrawal amount shall not exceed the limits of any single withdrawal or accumulated withdrawal amount at any ATMs in or outside of mainland China according to applicable laws and regulations, the maximum withdrawal amount set by the ATMs or the limit set by the Bank (whichever is the lowest).

**Article 7** Upon receipt of a Debit Card, the cardholder must promptly sign his/her name in the designated area on the Debit Card, which must be same as that in the Debit Card application form. The cardholder shall use his/her signature when using the Debit Card. The Bank is entitled to deem each and all transactions done using the PIN of a Debit Card to be conducted by the cardholder, except where there is a PIN disclosure/leakage caused by the Bank's management problems. Electronic record generated for transaction(s) conducted based on PIN and other electronic information shall constitute valid evidence of the relevant transaction(s). The Debit Card can only be used by the cardholder in person, and shall not be used by any other person(s) on behalf of the cardholder, nor shall it be rent or lent to others, otherwise the risk of losses associated therewith shall be borne by the cardholder.

**Article 8** The Bank provides inquiry service to cardholders through the Bank's branches/sub-branches, ATMs and hotlines. The specific inquiry service provided by each channel is subject to the notification given to cardholders by the Bank from time to time by such means as the Bank deems appropriate (including but not limited to public announcement, written notice given at the time of account opening or card activation).

**Article 9** Disclosure/leakage of PIN is highly risky to cardholders. Each cardholder must take good care of his/her Debit Card and its PIN. Each and all losses caused by improper custody of the Debit Card and/or disclosure/leakage of PIN shall be borne by the cardholder, except where the disclosure/leakage of the PIN or other card information is caused by the Bank's management problems.

If a Debit Card is lost or stolen, the cardholder must promptly submit an oral or written report on the loss of the Debit Card. The cardholder may orally report the loss of his/her Debit Card at any branch/sub-branch of the Bank or through the hotline of the Bank. A cardholder must note that once the loss of his/her Debit Card is reported, no operation (including but not limited to cash withdrawal, payment or change of PIN) in respect of any and all account(s) linked to the Debit Card could be carried out, until a new Debit Card is issued to the cardholder or the card cancellation process is completed pursuant to the following provisions.

After reporting loss of his/her Debit Card orally, the cardholder must approach a branch/sub-branch of the Bank in person with his/her valid identification document(s) to submit a written report of the loss of his/her Debit Card. The cardholder may request for issuance of a new Debit Card or cancellation of the old Debit Card only after he/she has submitted a written report of the card loss.

Monetary losses incurred as a result of unauthorised use of his/her Debit Card prior to loss-reporting shall be borne by the cardholder.

The cardholder need not be responsible for any monetary loss caused by unauthorised use of his/her Debit Card after loss-reporting, except where the cardholder has acted fraudulently or committed a fraud in collusion with any other person(s).

**Article 10** A cardholder may apply in written form to cancel any debit card loss reporting.

If a cardholder has reported loss of his/her Debit Card, but the lost Debit Card is found before the start of the card re-issuance procedures, the cardholder may come to any branch/sub-branch of the Bank in person with his/her valid identification document(s) and complete an application form for cancellation of loss-reporting if he/she still wants to use the original Debit Card. After such application is accepted by the Bank, the cardholder can continue to use the original Debit Card.

If the cardholder has applied for card re-issuance after reporting loss of a Debit Card in written form, no application for cancellation of the loss-reporting will be accepted.

**Article 11** If a cardholder has lost or forgotten the PIN for his/her Debit Card, he/she shall (1) approach the Bank with his/her valid identification document(s) and the Debit Card and submit a written PIN resetting application to the Bank, or (2) submit a PIN resetting application through the Bank's online banking system. From the date of the cardholder's application for PIN resetting, no operation (including but not limited to cash withdrawal, payment or change of PIN) could be conducted through the Debit Card in respect of any and all account(s) linked to the Debit Card, until the cardholder receives a letter confirming the reset PIN.

**Article 12** The Bank provides Debit Card-related consultation and complaint services to cardholders through the Bank's branches/sub-branches and hotline.



**Article 13** The Bank provides account statement service to cardholders. The method and frequency for the provision of account statements will be agreed upon by the Bank and the cardholder when the cardholder applies for the opening of the relevant account(s).

If a cardholder has dispute on any booking item of a particular transaction, he/she must make a request for inquiry and rectification within 90 days from the booking date of that transaction. The Bank will reply within 30 days. The cardholder will be deemed to have recognised all the relevant booking details of a transaction if he/she does not raise any dispute within 90 days from the bank booking date of that transaction.

**Article 14** Each cardholder shall notify the Bank immediately in writing of any change to the information filled in the debit card application form, such as correspondence address, telephone number, residential address, occupation, etc. Any delay or loss arising from failure to give such notice shall be borne by the cardholder.

**Article 15** To terminate the use of a Debit Card, the cardholder shall submit a written application to the Bank. Upon acceptance of the application, the Bank will handle the cancellation procedures and the link between the Debit Card and the relevant account(s) will also be terminated.

The Bank may cancel the Debit Card of a cardholder under any of the following situations:

(1) The cardholder requests to terminate his/her Debit Card by returning the Debit Card and presenting his/her valid identification document(s); or

(2) The cardholder requests to terminate his/her Debit Card by presenting his/her valid identification document(s) seven days after submission of a written loss-reporting; or

(3) The cardholder authorises an agent to cancel his/her Debit Card on his/her behalf pursuant to paragraph (1) or (2) above, in which case valid identification document(s) of the cardholder, a written power of attorney, valid identification document(s) of the agent and photocopies thereof shall also be provided.

In the event of breach of laws, regulations or these Terms and Conditions by a cardholder, the Bank has the right to suspend or terminate the relevant services to the cardholder with notice.

The Bank also has the right to suspend or terminate at any time the provision of any and all services under these Terms and Conditions to any cardholder in consideration of the need to control risk of fraud, unauthorised use or misappropriation without prior written consent of the cardholder. However, the Bank will give prior notice to the relevant cardholder except where the Bank considers it inappropriate to do so for risk control purpose.

In addition to the above circumstances and reasons, the Bank may also suspend or terminate the use of a Debit Card by a cardholder for other reasons (e.g. system upgrade, debit card conversion) without prior consent of, but with a prior notice to, the cardholder.

**Article 16** Interest on deposit in the relevant account(s) linked to a Debit Card shall accrue and be calculated and settled in accordance with the Account of Deposit Without Fixed Maturity Date (Other Than Call Deposit and Contract Savings Deposit) – General Terms and Conditions.

**Article 17** If a Debit Card is retained by an ATM for reasons such as machinery malfunction or operation error, the cardholder shall collect the Debit Card from the bank which owns the relevant ATM in a timely manner by presenting his/her valid identification document(s) and other materials that can support/prove the cardholder's right to the retained Debit Card. If the Debit Card is not collected within due time, the bank that owns the relevant ATM has the right to deal with the Debit Card according to its internal procedures.

The Bank hereby reminds cardholders that cards retained by ATMs will be processed according to internal rules and practices of the relevant acquiring banks located in various different countries. A cardholder whose card is retained shall immediately inquire about the local practices adopted by the bank that owns the relevant ATM so as to collect the retained card in a timely manner.

**Article 18** If a Debit Card is damaged or does not work properly, the cardholder may apply for card replacement with the Bank by presenting the original Debit Card and his/her valid identification document(s). Card replacement is subject to a fee charge in accordance with the Bank's then applicable Debit Card charging items and standards.

The Bank may, without the prior consent of the cardholders, replace its cards with new cards for ineligibility or technical/functional adjustment. The Bank may replace its cards in such manner as the Bank deems appropriate (including but not limited to sending new cards to the correspondence addresses of the cardholders maintained with the Bank or requiring the cardholders to replace their cards at branch/sub-branch of the Bank within the time limit notified by the Bank). The old card held by a cardholder will become invalid and not usable after the invalidation date notified by the Bank in such manner as the Bank deems appropriate (including but not limited to card replacement notice sent together with the new card, public announcement and etc.).

**Article 19** For both intra-city cash withdrawal and inter-city cash withdrawal by a cardholder from the Bank's ATMs in China, the cardholder can enjoy fee waiver.

For intra-city cash withdrawal in China from CUP ATMs owned by other financial institution(s), a cross-bank transaction fee of RMB2 will be charged for each transaction. For each inter-city cash withdrawal in China from CUP ATMs owned by other financial institution(s), an inter-city cash withdrawal fee of 1% of the transaction amount (subject to a floor of RMB1 and a ceiling of RMB50) will also be charged for each transaction, in addition to the cross-bank transaction fee of RMB2.

**Article 20** For each cash withdrawal outside China from HSBC Group ATMs or CUP ATMs, 1% of the transaction amount will be charged as overseas cash withdrawal fee, and RMB20 or equivalent will also be charged as overseas transaction fee.

**Article 21** The Debit Card service rates shall subject to the charging items and standards published by the Bank from time to time. In case of any adjustment to Debit Card related charging items and standards, public announcement will be made by the Bank according to clause 28 of these Terms and Conditions.

The Bank may determine at its own discretion all or part of fee waiver for a certain type of Debit Card. If a cardholder has been unable to meet eligible conditions for a certain type of Debit Card type, he/she will not be entitled to enjoy the available fee waivers under that card type (if any).

**Article 22** Each cardholder hereby agrees, and authorises the Bank, to deduct any and all charges and fees payable by the cardholder under these Terms and Conditions from his/her relevant account(s) and/or any other accounts maintained with the Bank.

**Article 23** The Bank will not be liable for any failure to provide any service or perform any obligations under these Terms and Conditions, if the failure is caused by any event or reason beyond the reasonable control of the Bank, including but not limited to any acts or omissions of any other entities, except where the Bank has committed any willful misconduct or material negligence.

**Article 24** Each cardholder understands that the Bank may from time to time notify the cardholder of any restrictions and guidance on the use of cards in such manner as the Bank deems appropriate (including but not limited to public announcement, written notices given at the time of account opening or card activation). Each cardholder agrees that he/she will comply with and be bound by such restrictions and guidance when using his/her Debit Card.

**Article 25** Each cardholder understands and agrees that his/her use of the Debit Card shall be subject to applicable laws and regulations (including but not limited to regulations concerning bank cards, use and management of accounts, foreign exchange control). Each cardholder also understands and agrees that, if the provision of any service requires the involvement of any third party (including but not limited to CUP, acquiring institutions, ATM owners other than the Bank), then the provision of such service is also subject to any restrictions which may be made or imposed by such third parties.

**Article 26** Accounts linked to Debit Cards shall be governed by the Bank's General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders), Personal Account General Terms and Conditions and the Account of Deposit Without Fixed Maturity Date (Other Than Call Deposit and Contract Savings Deposit) – General Terms and Conditions. In respect of the accounts linked to Debit Cards, these Terms and Conditions supplement the Bank's General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders), Personal Account General Terms and Conditions and the Account of Deposit Without Fixed Maturity Date (Other Than Call Deposit and Contract Savings Deposit) – General Terms and Conditions. The rights and obligations of cardholders and the Bank under the Bank's General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders), Personal Account General Terms and Conditions and the Account of Deposit Without Fixed Maturity Date (Other Than Call Deposit and Contract Savings Deposit) – General Terms and Conditions will not be affected by these Terms and Conditions.

**Article 27** The expression of "in China" or "In China" used herein means the geographic territory within the People's Republic of China, which for the purpose of these Terms and Conditions excludes the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan. Accordingly, for the purpose of these Terms and Conditions, the expression of "outside China", "Outside China" or "overseas" used herein means the geographic territories outside the People's Republic of China and includes the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

**Article 28** The Bank has the right to amend these Terms and Conditions and to adjust the charging items and standards for the Debit Cards. For any change of these Terms and Conditions or any adjustment to the charging items and standards for the Debit Card, the Bank will make public announcement thereof through its branches/sub-branches, website or newspapers. Where there is mandatory provision on the period of such public announcement under relevant laws, regulations or as required by regulatory authorities, the Bank will follow such mandatory requirement; otherwise, the Bank will make public announcement 30 days in advance. During the public announcement period, cardholders may choose and decide whether to continue the use of the Debit Cards. If a cardholder decides not to continue the use of the Debit Card due to his/her disagreement with any amendment to these Terms and Conditions or adjustment to the charging items and standards, he/she may apply for cancellation of his/her Debit Card. Upon the expiry of the public announcement period, cardholders who have not submitted any cancellation application are deemed to have agreed to the relevant amendment or adjustment.

**Article 29** These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China.

**Article 30** These Terms and Conditions shall be formulated, amended and interpreted by the Bank. These Terms and Conditions have been revised in March 2018 and will be announced through the Bank's official website. This version will come into effect from April 1, 2018 and be applicable to all the Bank's debit card cardholder as of that date.

