

# HSBC Business Debit Card

User guide



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## Your HSBC Business Debit Card

### Front

The HSBC Business Debit Card (Debit Card) is the Debit Card issued to the authorised delegates of the business entity (Business Entity) in relation to the Business current account with HSBC.

'HSBC' as used in this document shall have the same meaning and reference as defined in the HSBC Business Debit Card terms and conditions.

- 1. **HSBC Business Debit Card number:** This is your exclusive 16-digit card number. Please quote this number in all communication / correspondence with the Bank.
- Chip: The embedded Chip provides the latest in security features. The Chip helps protect your card from fraudulent usage – especially counterfeiting and skimming card frauds. (This feature is not available on magnetic stripe cards).
- 3. Name printed on HSBC Business Debit Card: This is the name of the delegate who has been authorised by the Business Entity and who will be responsible to keep the HSBC Business Debit Card under his / her custody for and on behalf of the firm. Please check to see that the card has been correctly indent printed.
- Valid from expires end (mm/yy): The HSBC Business Debit Card is valid until the last day of the month of the year indicated on the HSBC Business Debit Card.
- Visa Electron / Visa logo and hologram: Any merchant establishment displaying this logo accepts your HSBC Business Debit Card worldwide.
- 6. Electronic usage sign: HSBC Business Debit Cards issued to the Business Entity, can be used for purchase transactions at merchant establishments with electronic Point of Sale (POS) swipe terminals. These cards cannot however, be used at merchants with 'paper imprinters' or for mail / telephone / internet order transactions. As and when these services are activated on your HSBC Business Debit Cards, we will keep you informed.

7. **Primary account number:** This is the primary current account to which this HSBC Business Debit Card links.



### Back

- Magnetic strip: Important information pertaining to your HSBC Business Debit Card is encoded here. Please protect your HSBC Business Debit Card from scratches or exposure to magnets and magnetic fields as they can damage the stripe.
- 9. Signature panel: Please sign this panel immediately on receipt of your HSBC Business Debit Card with a non-erasable ball point pen (preferably in black ink). The signature you will use to sign charge slips at merchant outlets needs to be the same as this signature. As an additional security enhancement for your purchase transaction, you will need to enter your 6-digit ATM PIN on the POS machine prior to signing the charge slip.



- Personal Identification Number (PIN): You will receive a confidential PIN for use of your HSBC Business Debit Card at ATMs and Electronic Point of Sale (POS) terminals.
- 11. The HSBC Business Debit Card shall be issued to the Business Entity only at the sole and absolute discretion of HSBC.

### **Important Points**

- 1. You may use this HSBC Business Debit Card only from its 'valid from' date.
- Do check the accuracy of your name and card number. We request you to sign on the signature panel on the reverse of your HSBC Business Debit Card, before you start using the card.
- Details of all the benefits and terms and conditions pertaining to use of your HSBC Business Debit Card are available in the enclosed **Debit Card User guide**. Please do spend a few minutes reading this document.
- Permissibility of international usage of Business Debit Card for users is dependent on the type of transactions permitted in the Bank account linked with the card.
- 5. All Chip embedded Debit Cards will be enabled for domestic or international usage as per the preference stated by the Cardholder at the time of Debit Card application. If you wish to allow international transactions on your Debit Card or vice versa, please place a request with HSBC PhoneBanking OR submit the 'Alternate Channel Application Form' (for existing customers only) at the nearest HSBC branch in India.
- 6. For the enhanced security of your Debit Card purchase transaction, you will now be required to use your 6-digit ATM PIN to authenticate your purchases transaction at merchant establishments for cards with POS access. Please feel free to contact us in case you need a new ATM PIN to be issued.
- In case your Chip Debit Card is used as a magnetic stripe card internationally (by swiping it at a POS machine) it will be treated as a magnetic stripe card transaction and USD 500 per transaction limit will thereby apply.
- 8. Your HSBC Business Debit Card can be used for doing online transactions on website where Visa Debit Cards are accepted. Your online transactions are made secure by the Verified by Visa (VbV) authentication service offered by Visa and HSBC. You will need to first activate the Card before usage for online transactions or POS transactions (for cards with POS access).
- 9. If you have an existing/earlier issued HSBC India Debit Card linked to any of the HSBC India accounts which are linked to this HSBC India Debit Card, it will be deactivated within 30 days from the date of this letter. To prevent any misuse, please remember to destroy the old ATM/Debit Card by cutting it across the magnetic stripe once you have used your Chip embedded HSBC Business Debit Card.

- 10. The issuance and use of the HSBC Business Debit Card will be subject to terms and conditions mentioned therein. The Debit Card User guide, as amended from time to time, is available on our website www.hsbc.co.in. By using the card either at an ATM or making a purchase transaction, you agree and accept the enclosed terms and conditions governing the use of HSBC Business Debit Card.
- 11. We request you to intimate HSBC India in case of change of residency status as per Foreign Exchange Management Act, 1999 (FEMA). Please surrender you Debit Card(s) before proceeding overseas on permanent employment and/or emigrating and/or changing your nationality. Please ensure that use of your card is in accordance with the relevant Exchange Control Regulations issued and amended by the Reserve Bank of India from time to time and adheres with the provision under FEMA. Any violation of FEMA will render you liable for action as per guidelines of the Act.
- 12. Cardholders resident in India are notified that collecting and effecting/remitting payments directly/indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals is prohibited and Cardholder making such transactions would make himself/herself/ themselves liable to be proceeded against with for contravention of the Foreign Exchange Management Act, (1999) FEMA besides being liable for violation of regulations relating to Know Your Customer (KYC) norms/Anti-Money Laundering (AML) standards.

### Important information on the usage and care of HSBC Business Debit Card

### Activation for use at merchant outlets

While merchant transactions are permitted on the HSBC Business Debit Cards, for security reasons, these HSBC Business Debit Cards, when issued are inactive for use at merchant outlets and online purchase transactions. Please ensure that you have received your PIN before trying to activate your Chip Debit Card.

The Cardholder is required to activate the HSBC Business Debit Card by doing any of the following:

- a) Use the HSBC Business Debit Card at an ATM, by entering the PIN, OR
- b) Use the Chip Debit Card at any POS terminal that supports Chip and PIN capability. You will need to enter your 6-digit ATM PIN after the merchant dips the Chip card on the POS terminal OR
- c) Make a HSBC PhoneBanking PIN verified call to HSBC PhoneBanking / customer service representative in your city to confirm the receipt and they will activate the HSBC Business Debit Card. HSBC PhoneBanking telephone numbers are given below under the section 'Telephone numbers'.

### Usage guidelines

The HSBC Business Debit Card issued by HSBC is extremely versatile and simple to use, being valid both in India and overseas<sup>^</sup>.

HSBC will issue you Debit Cards with domestic access only.

International Business Debit Cards are issued only on specific customer request.

Transaction Type	Card with Domestic Access	Card with International Access
ATM Transactions / Enquiry	Only in India	Access to HSBC Group ATMs and ATMs affiliated to the Visa network worldwide
Purchases transactions (POS)	Only in India	Worldwide

The HSBC Business Debit Card can be used for merchant transactions and it works in the same way as a credit card for purchase transactions at merchant outlets, with the only difference being that the transaction amount is directly debited to the linked primary current account.

### International usage

Your HSBC Business Debit Card is valid both in India and overseas<sup>^</sup>. However, it is not valid for effecting transactions in currencies other than the local currencies of India, Nepal and Bhutan when travelling in Nepal and Bhutan.

All the HSBC Business Debit Card transactions (cash withdrawals as well as purchases) overseas must be made in strict accordance with the Exchange Control Regulations of the Reserve Bank of India prevailing from time to time.

In the event of your failure to do so, you will be liable for action under the Foreign Exchange Management Act 1999. Detailed instructions as to the use of the HSBC Business Debit Card overseas can be found in the section 'Guidelines for international usage'.

^Certain category of customers are not offered International Debit Cards to confirm with extant regulations.

#### Merchant outlets transactions

HSBC Business Debit Cards issued to any Business Entity can be used for making purchases at over 350,000 Visa Electron / Visa merchant outlets in India and over 26 million worldwide. Follow these simple steps to ensure a hassle-free experience:

- Look for a Visa / Visa Electron sign at the Point of Sale merchant establishment. The merchant must have an electronic POS card swiping terminal.
- Present the HSBC Business Debit Card after making your purchase.
- The merchant will either dip or swipe the card into the card reader of the POS terminal and enter the amount to be paid by you.
- The POS terminal will ask for your PIN, which will be your 6-digit Debit Card ATM PIN.
- Please enter your 6-digit ATM PIN in the POS machine for transaction authentication.
- After a successful authorisation, a hold for the transacted amount will first be placed on the current account. Your current account will then be subsequently debited for the transacted amount.
- 7. A sales slip will be generated.
- Check and sign the sales slip. Your signature must match that on the reverse of the HSBC Business Debit Card.

 Ensure that your HSBC Business Debit Card is returned to you by the merchant establishment along with a copy of the charge slip.

Please note that since ATM PIN and signature verification is essential for HSBC Business Debit Card transaction at merchant outlet, you need to be physically present along with your HSBC Business Debit Card at the time of purchase i.e. the HSBC Business Debit Card cannot be used for mail order or telephone order transactions. As and when these services are activated on your HSBC Business Debit Cards, we will keep you informed.

The daily merchant transaction limit for Business Vantage Account is ₹50,000 and for Business Select is ₹75,000.

For latest purchase transaction limits at merchant outlets, please visit our website http://www.hsbc.co.in/1/2/business/business-current-accounts/business-debit-card

#### Usage online at websites

HSBC Debit Card can be used for shopping online at websites where Visa cards are accepted.

- To shop online with HSBC Debit Card, the Cardholder would be required to authenticate the transaction using a One Time Password (OTP). The OTP will be automatically sent by HSBC's system to the Cardholder's registered mobile number via SMS when the online transaction is initiated.
- The Cardholder will be required to enter the 6-digit OTP at the Verified by Visa (VbV) authentication screen to complete the online transaction.
- Please ensure you have registered your mobile number with the Bank to receive the OTP and authenticate the online transaction.
- 4. All merchants in India offering online transaction option on their websites are required to implement two factor authentication as per RBI mandate. Therefore, in case an Indian website does not provide VbV service, the transaction would be declined.
- If the website is based abroad and does not provide VbV service, the online transaction would not be approved.
- Usage online is available to customers with cards having POS access.
- You are requested to adhere to the terms of usage of your HSBC Business Debit Card while undertaking such online transactions.

### Automated Teller Machine (ATM) usage

You can use the HSBC Business Debit Card at any HSBC Group\* or Visa ATM, in India or overseas. The HSBC Group has over 175 ATMs in India, while Visa has over 23,500 ATMs in India and more than 1 million worldwide. This allows you 24-hour access to any of the accounts linked to your HSBC Business Debit Card.

\*HSBC Group means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

### At any HSBC ATM in India you can:

- Effect a cash withdrawal
- Obtain a mini account statement for your last 8 transactions in the current account
- Get the available account balance
- Request account statements
- Transfer funds between HSBC accounts
- Change ATM PIN
- Request a cheque book

# At other bank ATMs, you can perform any of the following transactions:

- Effect a cash withdrawal
- Get the available account balance

#### Please note:

At other banks' Visa ATMs you can only access the primary account linked to your HSBC Business Debit Card.

Your bank account linked to your HSBC Business Debit Card should have appropriate balance to carry out any transactions on your Debit Card.

The Bank will charge (w.e.f. 20 July 2009) a cross currency conversion mark up of 3.5% of the INR value of the transaction (Service Tax extra) on all international transactions (ATM and POS) using the HSBC Business Debit Card.

Service Tax and any other Cess will be applicable as per prevailing rates. Please refer to the Tariff Sheet for further details.

**Note:** Cardholders who have opted for international use, will be able to perform the following transactions at international HSBC ATMs:

- Effect a cash withdrawal
- Get the available account balance

At other bank's Visa ATMs in India and HSBC ATMs overseas, you can perform cash withdrawal and balance enquiry transactions only.

Cash withdrawals at other bank's Visa ATMs in India or cash withdrawals and balance enquiries at any Visa ATM overseas will attract a service charge as per our tariff. Please note, cash withdrawal limit at other bank's ATM would be guided by the respective bank's limit / policy.

The daily ATM cash withdrawal limit will apply. You can withdraw upto ₹100,000 for HSBC BusinessVantage accountholders and ₹200,000 for HSBC Business Select accountholders).

Please visit our website http://www.hsbc.co.in/1/2/business/ business-current-accounts/business-debit-card for complete details on various limits applicable on your HSBC Business Debit Card.

### Benefits of owning a HSBC Business Debit Card

### Global customer assistance

HSBC Business Debit Cardholders can receive global assistance 24 hours a day, 7 days a week when they travel overseas from Visa global customer assistance services.

These services can be used for lost / stolen card reporting. These services are available to you at the following toll free numbers:

Australia: 1-800-450346.	Hong Kong: 800-900-782.
Canada: 1-866-639-1911.	United Kingdom: 0800-169-5189.
Singapore: 800-4481-250.	United States: 1-866-765-9644.

In case you are travelling in any other part of the world, you may avail of these services by placing a collect call to +1 303 967 1090 or the Visa global assistance centre in Singapore at 0065-6345-1345.

# Please note that the services as above could be charged by the Service Provider at its applicable rate

### Flexible transaction limits:

The Business Entity can authorise the Bank, to increase or decrease HSBC Business Debit Card transaction limits (for daily transaction limits, please refer the Tariff Sheet on our website www.hsbc.co.in) of all HSBC Business Debit Cards issued in relation to the current account by submitting relevant form at the Bank's branch. The transaction limits can also be fixed / modified (from time to time) by the accountholder for any HSBC Business Debit Card by duly filling up and submitting the channel application form.

**Please note:** The daily transaction limits can be increased or decreased on HSBC Business Debit Cards, but it cannot be set higher than the product level limit (please refer the Tariff Sheet available on our website to view the product level limit for each transaction type).

### Additional cards

Multiple Debit Cards can be issued to current accountholders. Maximum of 9 HSBC Business Debit Cards can be issued per account.

### Account statement

HBSC Business Debit Card transactions will reflect along with relevant details on your regular bank account statement sent periodically. In case you require the frequency of the statement to be changed, please contact the Bank. For applicable charges, please refer to the Tariff Sheet for current account.

### Loss / Theft of HSBC Business Debit Card

If your HSBC Business Debit Card ever gets lost or stolen, you should immediately report the loss to HSBC in India (call any of our customer service representatives in India) or the Visa global assistance helpline, if you are overseas. Please refer to the HSBC Business Debit Card terms and conditions hereinbelow for further details.

HSBC will arrange to replace the HSBC Business Debit Card as soon as the instructions are received in writing. If you recover your HSBC Business Debit Card after you have reported its loss, please do not attempt to use it. Instead, please destroy the card by cutting it into several pieces through the magnetic stripe.

### Zero lost card liability

If the HSBC Business Debit Card ever gets lost or stolen, you are protected against fraudulent purchase transactions from the moment you report the loss to HSBC in India or the Visa global assistance helplines.

You are also required to file a police complaint for the lost / stolen card and send a copy of the same to HSBC in order to enable us to process the claim. Please confirm the loss in writing to:

The Manager HSBC, C/o Centralised Account Services, SP Info City - 13th Floor, # 40, Dr MGR Salai, Kandanchavadi, Chennai - 600 096.

If you recover your HSBC Business Debit Card after you have reported its loss, please do not attempt to use it. Instead, please destroy the HSBC Business Debit Card by cutting it into several pieces through the magnetic strip.

### Care of your HSBC Business Debit Card

Following these simple guidelines will ensure that using your HSBC Business Debit Card is a pleasant experience:

- Treat your HSBC Business Debit Card in the same way you treat cash. Keep it with you at all times and never leave it unattended
- The HSBC Business Debit Card is for your exclusive use only. It should never be surrendered to anyone other than a designated bank officer at the HSBC branch and that too, only after cutting it into several pieces through the magnetic stripe
- Never reveal or surrender your personal identification number (PIN) to anyone. Please destroy all evidence of the PIN after memorising it and never keep a written copy of the PIN in close proximity to your HSBC Business Debit Card. It is also recommended that you change the PIN to a number of your choice as soon as possible and at regular intervals (at least once in three months and thereafter). Maintain proper care and secrecy while entering your 6-digit PIN either at an ATM or in a POS machine for authentication of transaction
- If the HSBC Business Debit Card is lost / stolen, or if you suspect that your HSBC Business Debit Card has been used fraudulently, call the HSBC PhoneBanking / Customer Service Representatives
- Immediately report the loss
- In case you need your HSBC Business Debit Card to be re-issued or terminated, please send in your request in writing to the HSBC branch where you have your current account. Upon card expiry or closure of your current account, please cut your HSBC Business Debit Card in several pieces through the magnetic strip
- Please promptly notify HSBC in writing, of any changes in your mobile / telephone numbers or mailing address
- In case of HSBC Business Debit Cards issued to Cardholder on which merchant transactions are permitted:
  - Always ensure that the HSBC Business Debit Card is used in your presence when transacting at merchant establishments. Never sign an incomplete sales slip
  - Do not attempt to use the HSBC Business Debit Card at merchant establishments that do not possess electronic Point of Sale swipe terminals
  - Do not attempt to use your HSBC Business Debit Card for making purchases via telephone / mail order. As and when these services are activated on your HSBC Business Debit Cards, we will keep you informed

HSBC aims to give you the highest level of service and keep you informed of products and services that may be of interest to you. If you require any assistance or believe that you have not received complete service, please call or write to your relationship / service manager.

### Guidelines for international usage^

 All transactions including cash withdrawals incurred overseas must be strictly in accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). Please note that the aggregate expenses you incur overseas (i.e. through cash / traveller's cheques / your bank account / HSBC Business Debit Card / Credit Card) should not exceed the limit set by the RBI, as prevailing from time to time.

Foreign Exchange Entitlement (as per RBI regulation existing on date of print):

- For business trips to foreign countries, resident individuals/ individuals having proprietorship firms can avail of foreign exchange upto USD 250,000 in a financial year irrespective of the number of visits undertaken during the year. This limit has been subsumed under the Liberalised Remittance Scheme w.e.f. 26, May 2015.
- 2. Visits in connection with attending of an international conference, seminar, specialised training, apprentice training, etc., are treated as business visits. Release of foreign exchange exceeding USD 250,000 for business travel abroad, irrespective of the period of stay, by residents require prior permission from the Reserve Bank. However, if an employee is being deputed by a company and the expenses are borne by the company, then such expenses shall be treated as residual current account transactions and may be permitted by the AD bank, without any limit, subject to verifying the bonafides of the transaction.
- Please note that the Business current account statement reflects both domestic and international HSBC Business Debit Card transactions. Each international transaction will show the amount in the transaction currency together with the corresponding Rupee equivalent amount.
- 4. To track the overseas spends in order to ensure that they are within the permissible RBI limits, you will have to convert the equivalent Rupee amount shown in current account statement for each overseas transaction to USD using the day's telegraphic transfer selling rate which can be obtained from your authorised dealer.

\*Certain category of customers are not offered International Debit Cards to confirm with extant regulations.

 Immediately after using the HSBC Business Debit Card for foreign exchange transactions, the Cardholder should complete the requisite documentation as per FEMA and forward the same to the Bank within 15 days.

- 6. Any violation of Exchange Control Regulation arising out of utilisation of this HSBC Business Debit Card is the responsibility of the HSBC Business Debit Cardholder and the Business current accountholder will be liable for action under the provisions of the Foreign Exchange Management Act, 1999 (FEMA) and any other regulations in force from time to time. Please also note that the onus of ensuring compliance with the regulation is with the Business current accountholder.
- 7. In case the HSBC Business Debit Card is used for both business and personal expenses, the two must be tracked separately to ensure that you comply with both the Basic Travel Quota and Basic Travel Allowance permissible limits.
- To enhance security on your transactions, Debit Cards issued on or after 1 December 2013 will have an option of international or domestic usage facility. Cardholders who choose domestic usage facility will not be able to carry out the following kinds of transactions:
  - i. Point of Sale (POS) transactions outside India.
  - ii. E-commerce transactions on international websites.
  - iii. Transactions at ATMs located outside India.
- All Chip Debit Cards issued on or after 1 December 2013 will be enabled for domestic or international usage as per the preference of the Cardholder at the time of Debit Card application.
- 10. In case you use your HSBC Debit Card internationally where the merchant does not have a Chip enabled POS terminal, the magnetic stripe on your Debit Card is then utilised for that international transaction. A limit of USD 500 per transaction will apply subject to the 'Purchase transaction limit' and available balance on your linked HSBC account.

### Tariff sheet

Tariff details are available on our website

Home > Bulletin Board > Interest Rate, Service Charges and Fees > SME Business Banking

	HSBC Business Vantage account	HSBC Business Select account
Annual fee (p.a.)	₹250	NIL
HSBC ATM Cash Withdrawal / Balance Enquiries (India)	FREE	FREE
Other bank Visa ATMs Cash Withdrawal Balance Enquiry (India)	Unlimited FREE ATM transactions at all Visa network ATMs in India	Unlimited FREE ATM transactions at all Visa network ATMs in India
ATM Cash Withdrawal (outside India)	₹120 per transaction	Free at HSBC ATMs and ₹120 per transaction at Visa network ATMs
ATM Balance Enquiry (outside India)	₹15 per enquiry	Free at HSBC ATMs and ₹15 per transaction at Visa network ATMs
Card Replacement Fee (within India)	₹100	₹100
Card Replacement Fee (outside India)	₹100 + international courier cost of ₹700	₹100 + international courier cost of ₹700
PIN Replacement	FREE	FREE
Sales Slip Retrieval / Charge Back Processing Fee	₹225	₹225
ATM Cash Withdrawal Limit (per day)	₹75,000	₹75,000
Purchase Transaction Limit (per day)	₹50,000	₹75,000
Transfer Limits (to accounts linked to or not linked to card)	₹100,000	₹150,000

- The Bank will charge a cross-currency conversion markup of 3.5% plus Service Tax on all international transactions (ATM and purchase) using the HSBC Business Debit Card.
- Use of HSBC Business Debit Card at petrol pumps would attract a surcharge of 2.5% of the purchase value or ₹10 (whichever is higher).

Service Tax and any other Cess applicable as per the prevailing rates.

Note: Tariff structure subject to change from time to time at the sole discretion of HSBC.

### HSBC Business Debit Card Terms and Conditions

The Terms and Conditions for use of the HSBC Business Debit Card(s) are as specified in this document and as amended by the Bank from time to time and this forms the contract between the Cardholder and HSBC. The Accountholder and Cardholder (as defined hereinafter), as applicable, shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing the card application form, or acknowledging receipt of the HSBC Business Debit Card in writing, or by signing on the reverse of the Debit Card, or by performing a transaction with the HSBC Business Debit Card or after 10 days have elapsed since the HSBC Business Debit Card was despatched to the address on record. The Accountholder will also continue to remain bound by the Terms and Conditions of operation of the current accounts with HSBC.

### Definitions

- 'HSBC' means the branches in India of THE HONKONG AND SHANGHAI BANKING CORPORATION LIMITED, a company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong and its corporate office in India at 52/60 Mahatma Gandhi Road, Mumbai - 400 001. ('HSBC' or 'the Bank' includes its successors and assignees).
- The 'HSBC Business Debit Card(s)' shall mean, any card issued to the Accountholder / authorised delegate of the Accountholder by the Bank which may be used to effect the banking transactions by electronic means whether at ATMs or Point of Sale terminals or otherwise.
- 3. The 'Cardholder' shall mean the Accountholder and / or the authorised delegate of the Accountholder who is authorised to hold and / or access the HSBC Business Debit Card(s) for the purpose of effecting transactions (as defined hereinafter) on the account. There can be a maximum number of (nine) 9 Cardholders per account. This will include cards reported as lost / damaged.
- 'Chip' means, HSBC Chip Debit Card with an embedded Chip or as appropriate, the internationally valid HSBC Chip Debit Card issued by HSBC to a Cardholder. The embedded Chip provides the latest in security features.
- 'Card' means, HSBC Business Debit Card with an embedded Chip or as appropriate, the internationally valid HSBC Business Debit Card issued by HSBC to a Cardholder.The embedded Chip provides the latest in security features.

- 'POS' refers to electronic Point of Sale swipe terminals that permits debiting of the demand deposit accounts for purchase transactions at merchant establishments.
- 'Dip' refers to inserting the Chip card at the POS terminal slot / chip reader for initiating the card payment transaction by processing the information in the Chip.
- 'Swipe' refers to the act of swiping the card in the POS terminal slot / reader for initiating the card payment transaction by processing the information in the magnetic stripe at the back of the card.
- 9. The 'Account' refers to a current account in respect of which the HSBC Business Debit Cards are issued.
- The 'Accountholder' refers to the Business Entity (which may be in the nature of a private limited company or a public company or any other body corporate) that holds the current account with HSBC.
- 11. 'ATM' refers to automated teller machines.
- 12. 'Statement' means a periodic statement of account(s) sent by HSBC setting out the transactions details carried out in the Account during any given period and the balance in such Account. It may also include any other information that HSBC may deem fit to include.
- 13. 'Transaction' means any permissible instruction given, by a Cardholder using the HSBC Business Debit Card directly or indirectly, to HSBC to effect permissible actions in relation to the Account (examples of transactions would be cash withdrawals, viewing balances at ATMs, payments at points of sale or otherwise).
- 14. 'Merchant Establishments' shall mean establishments wherever located which honour the Debit Card and shall include amongst others: stores, shops, restaurants, airline organisations, etc. advertised by HSBC or Visa International, which display the Visa or Visa Electron logo and honour Visa Debit Cards.
- 15. 'EDC' refers to electronic Point of Sale swipe terminals that permit the debiting of the demand deposit accounts for purchase transactions at merchant establishments.
- 'International Transactions' refers to all transactions effected by the Cardholder from HSBC outside of India, Nepal and Bhutan.
- 17. 'Visa' shall mean a mark owned by Visa International.
- 'Visa ATM Network' shall mean ATMs that honour the HSBC Business Debit Card and that display the Visa or Electron symbols.

- 19. 'Primary Account' shall mean, in case of multiple Accounts linked to the HSBC Business Debit Card, the Account that has been designated as being the main / first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the HSBC Business Debit Card are debited. In case only one Account is linked to the HSBC Business Debit Card, 'Primary Account' shall refer to such Account.
- 20. 'Fallback' refers to the card payment transaction effected on the Chip card by swiping the card to process the magnetic stripe information, instead of information on the Chip.
- 21. 'One Time Password' (OTP) means any password(s) or other means of authentication as we may specify from time to time, which will facilitate the Cardholder in making Debit Card payments through the internet in a secured manner.
- 22. 'SMS' refers to short message service which allows the Cardholder to receive text messages sent through a mobile service network.
- 'Online transaction' means purchase or payment transaction at websites.
- 24. 'Authentication' means validation of an online transaction using the OTP.
- 25. 'PIN' means Personal Identification Number used in conjunction with a card.
- 26. 'We', 'our' and 'us' means The Hongkong and Shanghai Banking Corporation Limited, India.
- Use of terms 'you', 'your', 'him' or similar pronouns shall, where the context so admit, mean the Accountholder / Cardholder, as may be applicable.

#### Issue of HSBC Business Debit Card

- a) The issue and use of the Debit Card shall be subject to RBI regulations and other applicable regulations and also subject to HSBC's terms and conditions, in force from time to time.
- b) The Bank may in its sole and absolute discretion shall have the right to limit the number of HSBC Business Debit Cards that would be issued per Account.
- c) The Bank may in its sole and absolute discretion shall have the right to limit the maximum number of Accounts that can be linked to one HSBC Business Debit Card.
- d) The HSBC Business Debit Card and the related PIN will be issued in the name of the Cardholder who has been authorised by the Accountholder and who will be responsible to keep the said HSBC Business Debit Card under his / her custody, for and on behalf of the Accountholder.

- e) The Accountholder undertakes to irrevocably and unconditionally indemnify and keep the Bank indemnified against all actions, losses, damages, claims including any costs, charges, expenses and consequences arising out of the usage of the HSBC Business Debit Card, the safety of the PIN and the transaction(s) effected thereby in the Account with the Bank.
- f) HSBC Business Debit Cards issued to Cardholder will allow the Cardholder to use the card at ATMs of the HSBC Group or the Visa ATM network as well as for making purchases at Merchant Establishments. As a security feature, the HSBC Business Debit Card issued will be inactive for use at Merchant Establishments. In order to activate the HSBC Business Debit Card for transactions at Merchant Establishments, the Accountholder will need to do any of the following: i) Use the HSBC Business Debit Card at an ATM by entering the PIN, ii) Call HSBC Business PhoneBanking representative of their city to confirm receipt and request to activate the HSBC Business Debit Card.
- g) HSBC Business Debit Cards issued to the Cardholder can be used for making purchases at any Visa Electron / Visa merchant outlets in India and outside India.
- h) Foreign entities holding Liaison or Project Office Account with HSBC are issued Domestic Debit Cards that can be used for ATM and Purchase transaction within India only. i) Foreign entities holding Non-Resident Ordinary current account are issued ATM Card that can be used only for ATM transaction within India.

### Accountholder / Cardholder obligations and card validity

- The Cardholder must sign at the back of the HSBC Business Debit Card immediately upon receipt of the card. The Cardholder must not permit any other person to use it and should safeguard the HSBC Business Debit Card from misuse by retaining the HSBC Debit Card under his / her personal control at all times.
- 2. The Personal Identification Number (PIN) issued to the Cardholder for use with the HSBC Business Debit Card or any numbers chosen by the Cardholder as a PIN, are for the use of the Cardholder for and on behalf of the Accountholder and are non-transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise.
- As a security feature, the Bank's computer system will invalidate any HSBC Business Debit Card that has not been used for effecting any transaction within 1 year from the date of issue of the HSBC Business Debit Card or from the last withdrawal transaction.

- The Cardholder shall not be entitled to overdraw the Account or withdraw funds by the use of the HSBC Business Debit Card in excess of the agreed overdraft limit, if any.
- 5. The Accountholder and the Cardholder should note that the HSBC Business Debit Card is valid upto the last day of the month / year indicated. The Accountholder and the Cardholder hereby undertakes to destroy the HSBC Business Debit Card when it expires by cutting it into several pieces. The renewed HSBC Business Debit Card shall be sent to the Cardholder before the expiry of the HSBC Business Debit Card at the discretion of HSBC, upon evaluation of the conduct of the Account. HSBC reserves the sole right of renewing the HSBC Business Debit Card on expiry.
- 6. The card(s) will be at all times, the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request. The Bank reserves the right to cancel at any time without prior notice or to renew at its discretion, the ATM and / or any of the services thereby offered at any time.
- 7. The Accountholder shall be responsible for all transactions effected by the use of the HSBC Business Debit Card, along with the Cardholder, whether the transactions were / are authorised by the Accountholder or not and shall indemnify and keep indemnified the Bank (from time to time), for any loss or damage caused by an unauthorised use of the card or related PIN including any penal action arising therefrom on account of any violation of RBI guideline or rules framed under Foreign Exchange Management Act, 1999 or any other law, rules and regulations for the time being in force.
- 8. The Account shall be debited with the amount of any withdrawal, transfer and / or other transaction effected by use of the HSBC Business Debit Card. The Accountholder will maintain sufficient funds in the Account to meet any transactions. The Accountholder and the Cardholder shall not be entitled to overdraw the Account with the Bank or withdraw funds by use of the card in excess of the overdraft limit, if any, agreed upon with the Bank.

### ATM usage

- The HSBC Business Debit Card is accepted at the HSBC Group ATMs and ATMs of other banks worldwide, which are members of the Visa ATM network. Depending on the usage validity (Domestic / International) as opted for by the Cardholder at the time of application. Please note in absence of usage preference, the Bank shall issue a Debit Card with domestic usage only.
- The Bank may, at its discretion, withdraw temporarily or terminate the ATM funds transfer facility and / or all funds transfer facility for any other type of transaction(s). The Bank also reserves the right to change the maximum per day limit for funds transfer through the ATM.

- 3. Cash withdrawals performed by the Cardholder at the ATMs in countries other than India will be subject to a cash withdrawal fee, as per the prevailing tariff charges. Cash withdrawals at non HSBC ATMs in India will also be subject to a fee, if applicable, and will be debited to the Account at the time of posting the cash withdrawals.
- 4. Cash and / or cheques deposited in any HSBC ATM by the use of the HSBC Business Debit Card will be only credited to the Account after verification by the Bank, which shall be conclusive and binding for all purposes. The ATM customer advice issued by the ATM at the time of deposit only represents what the Accountholder purports to have deposited and will not be binding on the Bank. Cheques will be accepted for collection only and proceeds will not be available until these cheques are cleared. Similarly, for all cash withdrawals, at an ATM, any statements issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by HSBC. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Accountholder and Cardholder.
- The availability of ATM service in a country other than that in which the HSBC Business Debit Card was issued is governed by the local regulations in force in such other country. HSBC shall not be liable if these services are withdrawn without notice thereof.

### Merchant Establishment usage

- The HSBC Business Debit Card is for electronic use only and will be accepted only at Merchant Establishments which have an electronic Point of Sale swipe terminal. Any usage of the card for purchases at Merchant Establishments other than through an electronic Point of Sale swipe terminal will be deemed unauthorised and the Cardholder and the Accountholder (as applicable) will be solely responsible for such transactions.
- As a security feature, the Debit Card issued will be initially inactive for use at merchant establishments. In order to activate the Debit Card for transactions at merchant establishments, the Cardholder will be required to either:
  - Use the Debit Card at any Visa ATM. You will need to perform a balance enquiry or cash withdrawal transaction OR
  - Use the Debit Card at any POS terminal that supports Chip and PIN capability. You need to enter your 6-digit ATM PIN after the merchant dips the Chip card on the POS terminal OR

- iii. Make a Telephone Banking PIN verified call to HSBC PhoneBanking / Customer Service Representative in your city to confirm receipt and they will activate your card.
- Whenever the HSBC Business Debit Card is used to make 3 payments at Merchant Establishments, the Cardholder must authenticate transaction with 6-digit PIN and then sign the sales slip after verifying the amount mentioned on it and retain the Cardholder / Customer copy. Copies of the sales slip may be furnished by HSBC at an additional charge. A sales slip with the signature of the Cardholder together with proof of successful PIN validation, and the HSBC Business. Debit Card number noted thereon shall be conclusive evidence between HSBC and the Cardholder as to the extent of liability incurred by the Cardholder. HSBC shall not be required to ensure that the Cardholder receives to his / her satisfaction, the goods / services purchased using the HSBC Business Debit Card. Any sales slip not personally signed by the Cardholder but which can be proven as being authorised by the Cardholder / Accountholder will also be deemed to be the Accountholder's / Cardholder's liability. The card is operable with the help of the 6-digit PIN and Cardholder's signature at POS terminals installed at Merchant locations depending on the functionality of the POS terminal.
- 4. HSBC does not accept any responsibility for any dealings the Merchant Establishment may have with the Cardholder / Accountholder, including but not limited to the supply of goods and services. Should the Cardholder / Accountholder have any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve the Cardholder / Accountholder from any obligations to HSBC. HSBC may however try and assist the Cardholder / Accountholder wherever possible. For this, the Cardholder / Accountholder should inform HSBC of the complaint immediately along with any supporting documents.
- The Cardholder will be liable for all costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilised in resolution of a dispute.
- 6. HSBC accepts no responsibility for refusal of any Merchant Establishment to honour the HSBC Business Debit Card.
- 7. HSBC accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account with the transaction amount.

- 8. A purchase and a subsequent credit for cancellation of goods / services like air / rail tickets are two separate transactions. The refund will only be credited to the Account (less cancellation charges) as and when it is received from the Merchant Establishment. If the credit is not posted to the Account within 30 days from the day of refund, the Accountholder must notify HSBC, along with a copy of the credit note from the Merchant Establishment.
- 9. In case of HSBC Business Debit Card(s) linked to multiple accounts, transactions at Merchant Establishments will be effected only on the Primary Account. In case there are insufficient funds in the Primary Account, HSBC will not honour the transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the HSBC Business Debit Card.
- 10. Any usage of the card other than electronic use will be considered as unauthorised and the Cardholder will be solely responsible for such transactions unless there is a specific offer by the Bank to the customer. Electronic usage is construed as the charge slip / transaction slip printed electronically from the POS terminal.
- 11. The card is operable with the help of the Cardholder's signature (only in case of card's issued with Visa) or the PIN and Cardholder's signature at POS terminals installed at Merchant locations depending on the functionality of the POS terminal.

### Usage online at websites

HSBC Debit Card can be used for shopping online at websites where Visa cards are accepted.

- To shop online with HSBC Debit Card, the Cardholder would be required to authenticate the transaction using an OTP. The OTP will be automatically sent by HSBC's system to the Cardholder's registered mobile number via SMS when the online transaction is initiated.
- The Cardholder will be required to enter the 6-digit OTP at the Verified by Visa (VbV) authentication screen to complete the online transaction.

### Terms and Conditions governing the use of the OTP facility are:

 For online transactions where the OTP facility is applicable, the Cardholder is required to enter an OTP sent to the Cardholder via SMS on their registered mobile number for authenticating the transaction. HSBC will not be liable for any Merchant's refusal to accept Cardholder's card for any payment in absence of OTP authentication for any reason whatsoever.

- The Cardholder will be responsible for the accuracy of his / her personal details provided by him / her to HSBC. The Cardholders must inform HSBC immediately of any change in his / her particulars.
- The Cardholder will ensure that his / her mobile phone and number is able to receive text messaging both in India and overseas. Cardholders will be responsible for any fee imposed by his / her respective mobile phone service provider.
- This service is subject to the terms and conditions of the Cardholder's agreement with his / her mobile phone service provider.
- The Cardholder acknowledges and agree that the sending of any SMS alert by HSBC and / or its receipt by the Cardholder may be delayed or prevented by factor(s) outside of HSBC's control.
- 6. The SMS alert for delivery of the OTP will inform the Cardholder on the validity period of the OTP. This validity period may be changed by HSBC without prior notice. Please check the validity period in the SMS text prior to transacting online. HSBC will not be liable for any or all losses, damage, expenses, fees, costs, (including legal costs on a full indemnity basis), that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an Alert; (b) the non-receipt of an Alert; (c) inaccurate or incomplete content in an Alert; (d) reliance on or use of the information provided in an Alert for any purpose; or (e) any third party, whether authorised or not, obtaining Cardholder account information contained in the Alert by accessing the Cardholder's mobile phone.
- 7. The Cardholder is fully responsible and liable for all transactions made by using the OTP received by the Cardholder.
- The Cardholder must not allow any unauthorised access or any other person access to the card and OTP used for accessing the OTP facility.
- The Cardholder should keep the OTP secret at all times and must not disclose it to any person or write it down or record it in a manner that could result in its disclosure or misuse.
- 10. If the Cardholder discovers that the card details or the OTP may have been used in an unauthorised way, the Cardholder must notify HSBC as soon as it is reasonably practical by calling our Customer Services helpline nos. In certain circumstances, we may also require the Cardholder to make a police report accompanied by any other information we may require.

- 11. The Cardholder accepts that he / she is responsible for the use of the OTP facility and agrees to act prudently and in good faith, including by taking the measures listed below to safeguard the security of the service and the OTP. The Cardholder must also follow HSBC India's security recommendations (copies of which are provided on HSBC's website) and any other notices relating to the service from time to time issued. If the Cardholders fail to observe any such notices and / or responsibilities under these terms, the Cardholder is liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the service.
- 12. HSBC will be entitled to prescribe or amend these terms and conditions including methods for the use of the service, as well as the channel for provision or use of the service, as HSBC deems appropriate.
- 13. HSBC will cease to provide the service
  - a. If these terms and conditions are not complied with;
  - b. If the card account is closed;
  - c. Upon the death or contractual incapacity of the Cardholder;
  - d. Upon written request of the Cardholder;
  - e. In the event of improper operation of the card account by the Cardholder; or
  - f. At its own discretion.
- 14. HSBC reserves the right to begin charging a fee for any service by giving one month's prior notice to the Cardholder.

### International usage

 Utilisation of the HSBC Business Debit Card must be in strict accordance with the Foreign Exchange Management Act, 1999 and any rules / regulations thereunder (hereinafter referred to as 'FEMA'). In the event of any failure to comply with the same, the Accountholder, each of the constituents thereof, and the Cardholder will be liable jointly and severally for action under the FEMA and may be debarred from holding the HSBC Business Debit Card issued by HSBC either at the instance of HSBC or the Reserve Bank of India (RBI). The Accountholder, each of the constituents thereof, and the Cardholder shall jointly and severally indemnify and hold harmless HSBC from and against any / all consequences arising from the Accountholder not complying with the provisions of FEMA and any rules / regulations thereunder.

- The HSBC Business Debit Card is not valid for foreign currency transactions in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- 3. HSBC shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of a charge caused by the Accountholder and / or the Cardholder having exceeded the foreign exchange entitlements as prescribed by the RBI as issued from time to time, on HSBC becoming aware of the Accountholder exceeding his / her entitlements.
- 4. The Accountholder and the Cardholder (as applicable) undertake not to use the HSBC Business Debit Card to effect payment(s) for any illegal purchases i.e. purchases of items / services not permitted as per extant laws, rules and regulations.
- 5. In case of transactions effected in foreign currency using the HSBC Business Debit Card, the Accountholder should promptly contact the Bank and complete all necessary documentation, as required under FEMA. Necessary RBI approvals should be sought through HSBC before usage of the HSBC Business Debit Card in excess of the item-wise limits prescribed under FEMA. HSBC reserves the right to report to RBI any contravention of these requirements.
- 6. All expenses including cash withdrawals incurred overseas must be strictly in accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). Please note that the aggregate expenses you incur overseas (i.e. through cash / traveller's cheques / your bank account / Debit Card / credit card) should not exceed the limit set by the RBI, as prevailing from time to time.
- 7. All Chip Debit Cards issued on or after 1 December 2013 will be enabled for domestic or international usage as per the preference stated by the Cardholder at the time of the Debit Card application.
- 8. In case you use your HSBC Debit Card internationally where the merchant does not have A chip enabled POS terminal, the magnetic stripe on your Debit Card is then utilised for that international transaction. A limit of USD 500 per transaction will apply subject to the 'Purchase transaction limit' (as defined in the tariff schedule) and available balance on your linked HSBC Account.
- To convert the card from domestic usage to international or vice versa, you can call HSBC PhoneBanking numbers or submit the 'Alternate Channel Application Form (for existing customers only)' at the nearest HSBC branch in India.

### Fees

- 1. Annual fees, if any, for the HSBC Business Debit Card will be debited to the Primary Account on issuance / renewal as per the prevailing tariff. These fees are not refundable.
- Transaction fees for cash withdrawals will be debited to the Account at the time of posting the cash withdrawal. Other HSBC Business Debit Card related charges will be debited to the Bank Account, from time to time, as per the prevailing tariff.
- The current tariff is provided in this user guide and the Bank shall provide prior notice of at least one (1) month before effecting any revision of the applicable tariff.
- 4. All charges in foreign currency will be billed to the Account in Indian Rupees. The Accountholder hereby authorises HSBC and Visa to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rate as HSBC may from time to time designate.
- Any cancellation of the HSBC Business Debit Card facility within 1 year from the date of availment will attract a charge, which may from time to time be fixed by the Bank.
- The charges will get debited to the customer within a maximum of 60 calendar days from the date of transactions, unless otherwise specified.

### **Disclosure of information**

- When requested by HSBC, the Accountholder and Cardholder shall provide any information, records or certificates relating to any matters that HSBC deems necessary. The Accountholder and Cardholder authorise HSBC to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if incorrect, HSBC may at its discretion refuse renewal of the HSBC Business Debit Card or cancel the HSBC Business Debit Card forthwith.
- HSBC reserves the right to disclose customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other Central Government or State Government body.
- 3. HSBC reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Account as may be necessary or appropriate in connection to its participation in any electronic fund transfer network, or as the Bank may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of the HSBC Business Debit Card.

- HSBC may assign any activities to any third party at its sole discretion and provide details of the Account to such third party agencies, for the purpose of back office processing and other activities outsourced as per Reserve Bank of India guidelines.
- 5. From time to time, HSBC communicates various features / products / promotional offers which offer significant benefits to its customers and may use the services of third party agencies to do so. The Accountholder may avail of the 'Do Not Contact' service to opt out of such communication.
- HSBC reserves the right to report to the RBI, any foreign currency withdrawals / payments effected using the HSBC Business Debit Card.

### Lost or stolen card

- The loss or theft of the HSBC Business Debit Card should be reported to HSBC immediately. The loss or theft may be reported at the Visa global assistance services helplines whilst outside India. Although loss or theft may be reported by any means, the Accountholder must confirm the same in writing to HSBC as soon as possible. A copy of the acknowledged police complaint regarding such loss / theft must accompany the written confirmation.
- If transactions at Merchant Establishments are received by HSBC after the HSBC Business Debit Card has been lost or stolen but before receipt of written intimation thereof by HSBC, the Accountholder shall be liable for all such amounts debited to the Account.
- 3. Liability of transactions at Merchant Establishments, effected on a lost HSBC Business Debit Card after the loss is reported in writing in accordance with clause 1 of this section, will be zero provided it can be proven that reasonable care and diligence was undertaken in safekeeping the HSBC Business Debit Card, the loss / theft promptly reported and that the Cardholder acted in good faith (this feature hereinafter referred to as 'Zero Lost Card Liability'). However, no such Zero Lost Card Liability will be applicable on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential to the Cardholder.
- 4. The Accountholder, each constituent thereof, including the Cardholder, hereby indemnify HSBC fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the HSBC Business Debit Card in the event that it is lost and not reported to HSBC in accordance with clause 1 of this section, or lost and misused before HSBC is informed in accordance with clause 1 of this section.

- 5. Provided the Accountholder complies in all respects with the applicable terms and conditions, a replacement HSBC Business Debit Card may be issued at the sole discretion of HSBC at the applicable fee. The Bank will debit the Account with any cost incurred in issuing the replacement HSBC Business Debit Card.
- Should the Accountholder and / or Cardholder subsequently recover the HSBC Business Debit Card, it must not be used. The HSBC Business Debit Card should be destroyed by cutting it into several pieces through the magnetic stripe.

### Statement of records

- The records of HSBC Business Debit Card transactions will be available on the Account Statement sent by HSBC. Such Account Statements shall be mailed to the Accountholder or shall be made available on HSBC Business Internet Banking on a periodic basis. The Accountholder can also get a verbal or written record of his / her transactions at any time by calling the HSBC Business PhoneBanking or utilising the mini statement facility at HSBC ATMs. In case the Accountholder would like the frequency of mailing Account Statements to be changed, a request should be made in writing. Charges at prevailing rates will apply.
- HSBC's record of transactions processed by the use of HSBC Business Debit Card shall be conclusive and binding for all purposes.
- 3. The Accountholder will inform HSBC in writing within fifteen (15) days from the statement date of any irregularities or discrepancies that exist in the transaction details on the statement sent by HSBC. If no such notice is received during this time, HSBC will assume the correctness of both the transactions and the statement.
- 4. HSBC shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the Account Statement or as otherwise determined by the customer, within two months of receipt of notice of disagreement. If after such effort, HSBC determines that the charge is correct, then it shall communicate the same to the Cardholder.

### Termination

 HSBC reserves the right to cancel / withdraw at any time without any prior notice or to renew at its discretion, the HSBC Business Debit Card or any of the other services offered at any time without prior notice and without assigning any reason.

- 2. In the event that the Accountholder decides to close the Account with HSBC, the HSBC Business Debit Card issued to the Cardholder(s) linked to such Account would automatically stand cancelled. The Cardholder(s) must immediately cease to use the HSBC Business Debit Card(s) and destroy and return the HSBC Business Debit Card(s) linked to such Account. In case of any outstanding transactions, that have not yet been debited to the Account, the same will be netted off from the balance prior to HSBC returning the funds to the Accountholder.
- 3. In the event that the Accountholder decides to terminate the use of the HSBC Business Debit Card, the Accountholder shall give HSBC not less than 7 days prior notice in writing and forthwith return to HSBC, the HSBC Business Debit Card, cut into several pieces through the magnetic stripe, and obtain a valid receipt thereof. Such termination shall be deemed a termination of the HSBC Business Debit Card facility accorded by the Bank to the Accountholder.
- 4. The HSBC Business Debit Card shall be the property of the Bank and must be returned to the Bank immediately and unconditionally upon the Bank's request. The Cardholder should ensure that the identity of the Bank officer is established before handing over the HSBC Business Debit Card.
- HSBC shall be entitled to terminate the HSBC Business Debit Card facility with immediate effect and the HSBC Business Debit Card shall be returned upon the occurrence of any of the following events:
  - i) Failure to comply with the terms and conditions herein set forth.
  - ii) An event of default under any agreement or commitment (contingent or otherwise) entered into with HSBC.
  - iii) The Accountholder / Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
  - iv) Demise of the Accountholder / Cardholder (in case of sole proprietorships or partnership firms) or liquidation, winding up or dissolution of the Accountholder.
  - Closure of the Account or failure to maintain the minimum average balance in the Account.
  - vi) Non adherence to regulatory guidelines.

### General

1. The Accountholder will promptly notify HSBC in writing of any change in address and mobile / telephone numbers of the Cardholder(s).

- i. By using this OTP, the Cardholder will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including HSBC applicable data policies, the terms and conditions governing the use of Debit Card, the terms and conditions governing the use of HSBC website (which include the website conditions of use) and any security measures provided by HSBC from time to time for online shopping or the service.
- ii. The Bank will send you SMS alert to your registered mobile number on usage of your Debit Card for ATM / purchase transactions at merchant establishments or online transactions at websites.
- 2. The Bank reserves the right to add, to delete and / or vary of these terms and conditions and such changed terms and conditions will be displayed on the HSBC website and a copy of the same available on request. Use of the HSBC Business Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank's notice), will constitute acceptance without reservation by the Accountholder of such change, the HSBC Business Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.
- 3. Any notice hereunder sent by post will be deemed to have been received by the Accountholder and the Cardholder within 7 days from the posting of the notification to the address last given to HSBC in writing by the Accountholder. Publication of changes by such means as HSBC may consider appropriate will constitute effective notice to the Accountholder thereof.
- 4. If a Cardholder, by using the HSBC Business Debit Card, draws an amount in excess of the balance available or overdraft limit permitted by HSBC, the Accountholder will pay HSBC promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by HSBC. However, this should not be construed as an agreement, either expressed or implied that HSBC is bound to grant any overdraft facility whatsoever.
- HSBC makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Accountholder and Cardholder (as applicable). HSBC will not be responsible if the service is in any way deficient or otherwise unsatisfactory.
- 6. The Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM / POS terminal or the HSBC Business Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.

- HSBC shall not be liable for any loss or damage, including any consequential or indirect loss or damage, arising from or related to the issue / use / loss of the HSBC Business Debit Card and related PIN, howsoever caused.
- In addition to these terms and conditions, the usage of the HSBC Business Debit Card shall also be subject to Visa guidelines.
- The issue and use of the HSBC Business Debit Card shall be subject to extant laws, rules and regulations, Visa guidelines and HSBC's terms and conditions, as may be in force from time to time.
- All authorisations and powers conferred on the Bank are irrevocable. These terms and conditions will be construed in accordance with and governed by the laws of India.
- All disputes are subject to the exclusive jurisdiction of the courts of Mumbai, irrespective of whether any other court may have concurrent jurisdiction in the matter.
- 12. HSBC India may assign any activities to any third party at its sole discretion and provide details of the account to such third party agencies, for the purpose of back office processing and other activities outsourced as per The Reserve Bank of India auidelines. In this connection, the Accountholder(s) understands that HSBC India needs to and so authorises HSBC India to, process, share, store or transmit information about the Accountholder, the account and / or the transaction(s), within the HSBC Group or with any institution or any agent or third party used by HSBC India either in India or overseas. HSBC India undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and HSBC India will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud: or (c) HSBC India deems disclosure necessary to provide the Debit Card facility. The Accountholder(s) / Cardholders and HSBC India shall comply with all applicable data protection laws. The Accountholder(s) / Cardholders consents to transmission, processing or other handling of personal or other data that is transmitted, processed or otherwise handled, under these terms and conditions, in accordance with the applicable laws. The Accountholder / Cardholder further agrees to indemnify and hold HSBC India non-accountable for all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- 13. From time to time, HSBC India communicates various features / products / promotional offers which offer significant benefits to its customers and may use the services of third party agencies to do so. The Cardholder / Accountholder may avail of the 'Do Not Contact' service to opt out of such communication.
- 14. HSBC India reserves the right to report to the RBI or any other regulatory authority, any foreign currency withdrawals / payments effected using the Debit Card.

### **Telephone numbers**

If you need any assistance, please do not hesitate to contact our HSBC India Business PhoneBanking numbers. Calls to toll free numbers from a mobile phone are chargeable. The charges are subject to change and you are requested to verify the same with the service providers.

### **HSBC Business PhoneBanking Numbers**

Business Banking / SME Trade Customers 1800 103 2666 or 1800 103 2667 or 1800 419 2288

### For more details on any of our services:

- Call us
- Log on to www.hsbc.co.in
- Visit our branch

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