

HSBC Purchasing Card



HSBC 
The world's local bank

IMPORTANT INFORMATION

Numbers to remember

Customer Service enquiries and reporting lost cards in the UAE	Within the UAE: 800 4407 Outside the UAE: +971 4 366 9001 Fax: +971 4 390 6787
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Your HSBC Purchasing Card Statement

To view a sample HSBC Purchasing Card statement along with information regarding how to read it, please visit www.hsbc.ae

Conditions of Use

Important: Before you use the Card issued by the Bank, please read carefully the Cardholder Agreement printed below. By using the Card and/or signing the Acknowledgement Receipt the Cardholder accepts the Conditions of Use set out below and will be bound by them as follows:

The Card is issued by HSBC Bank Middle East Limited (the 'Bank') in the country (the 'Country') where the Bank is located as specified below :

United Arab Emirates, P.O. Box 500368, Dubai.

(within the UAE): **800 4407**

(outside the UAE): **+971 4 366 9001**

Definitions

The following terms have the following meanings:

Application Form: The application form signed by the Company and the Cardholder requesting the issue of the Card.

Bank: HSBC Bank Middle East Limited operating through its offices in the United Arab Emirates (UAE).

Cardholder: The holder of an eligible Corporate Card or Purchasing Card issued by the Bank.

Company: The Company referred to in the Application Form which has requested the Bank to issue Corporate Cards to the Cardholders.

Corporate Card Account: An account assigned by the Bank to the Company under which all the Corporate Cards are issued to the employees.

Card: Each eligible Corporate Card/Purchasing Card issued by the Bank operating in the UAE.

SDOL - Smart Data OnLine: A real-time web based management information solution provided by MasterCard International.

Nominated Account: The Company's Bank Account for settlement of Corporate Card outstanding if the Company so elects.

Country: United Arab Emirates (UAE).

1. Issuing of Cards

- 1.1 Use of the Card is restricted to the Cardholder and/or those nominated by the Company and subject to these Conditions of Use, the Card remains valid until the date of expiry mentioned on the Card.
- 1.2 The Cardholder or the authorised person must sign the Card immediately upon receipt and should not permit any other person to use the Card and will at all times safeguard the Card and any Personal Identification Number (the 'PIN') issued, and keep it under his/her personal control.
- 1.3 The Bank shall maintain a Corporate Card Account in the name of the Company in respect of the Card (the 'Card Account') to which the value of all purchases of goods and/or services, and of all cash advances, fees and charges, effected by the use of the Card (Card Transactions), any other liabilities of the Cardholder arising under these Conditions of Use and any loss incurred by the Bank arising from the use of the Card or Card number shall be charged and to which value of credit vouchers issued in respect of the Card will be credited.

2. Operating Your Account

- 2.1 Notwithstanding any other provisions of this Agreement, the Company shall be responsible without limitation for payment to the Bank for all amounts properly debited to the Corporate Card Account in respect of the Purchasing Card notwithstanding that the credit limit assigned to the Purchasing Card Account may be exceeded or that any such debits may have arisen as a result of the Cardholder purchasing any goods or services, drawing any Cash Advances or incurring any charges as fees or otherwise causing any debit to the Card Account without the Company's authority or that the Corporate Card has been issued in breach of any other conditions of this Agreement.
- 2.2 The Cardholder must sign a Sales Slip, Cash Advance Slip or Mail Order Coupon whenever the Card is used and should preserve a copy of the same. Copies of Sales or Cash Advance Slips may be provided at the sole discretion of the bank subject to an additional charge. Provision of Sales Slip Copies may take a minimum of 45 days subsequent to the Cardholder's written request to the Bank. The Cardholder's failure to sign any Sales Slip, Cash Advance Slip or Mail Order Coupon will not relieve the Cardholder from liability to the Bank in respect thereof.
- 2.3 The value of all Card Transactions will be charged to the Card Account in Arab Emirates Dirham (AED) or US Dollar (USD) (collectively referred to as the 'Billing Currency') as advised by the Bank. Card transactions which are effected in currencies other than the Billing Currency will be debited to the Card Account after conversion into the Billing Currency at a rate of exchange to be determined by the Bank from time to time.
- 2.4 Upon presentation of a valid Card at any member or associate member of the HSBC Group of Companies or any member bank of MasterCard International, the Cardholder shall be entitled subject to any local Terms and Conditions to receive a Cash Advance in the domestic currency of the country in which such advances are made. Where an ATM facility has been incorporated in the Card, the Cardholder may use the Card to obtain Cash Advances (which shall be debited to the Card Account) at any Automated Teller Machine ('ATM') in the Global Access network as well as participating ATMs linked to international Card scheme networks or any other ATMs. As advised from time to time, the following additional Terms and Conditions shall apply:
 - a) The Cardholder shall be fully responsible for all transactions processed by the use of the Card at any ATM that accepts it, and the Company and the Cardholder hereby authorises the Bank to debit the Card Account with the amount of any withdrawal or transfer effected by the use of the Card.

- b) The Bank's record of transactions processed by the use of the Card at any ATM shall be conclusive and binding for all purposes.
 - c) The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of the Cardholder's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.
 - d) Any cheque deposited at an ATM shall only be credited to the Nominated Account or Card Account after clearing by the Bank (which shall be conclusive and binding as against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank.
 - e) Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon verification and crediting the Nominated Account or Card Account.
- 2.5 The Cardholder must promptly notify the Bank's Card Services Department (in the Country) in writing, of any changes in the Cardholder's mailing address and telephone numbers.
- 2.6 Any notice given by the Bank hereunder will be deemed to have been received by the Cardholder four (4) days after dispatch by the Bank to the Cardholder's address last notified in writing to the Bank.
- 2.7 The Bank will not be liable for any act or omission of any merchant including without limitation any refusal to honour the Card or any defect or deficiency in any goods or services provided. Any claim or dispute which the Cardholder may have against or with a merchant shall not relieve the Cardholder of the obligation to pay the amount incurred hereunder to the Bank without deduction. Any request by mail or telephone made by the Cardholder to the merchant for the supply of goods and/or services to be charged to the Card Account shall constitute authority for the merchant to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, if endorsed 'Mail Order' or 'Telephone Order' as the case may be, shall be treated as having been duly signed by the Cardholder.
- 2.8 The Cardholder will be covered for insurance as per the rules of any insurance policy taken by the Bank from time to time. The Cardholder specifically acknowledges that the Insurance Company will be solely liable in case of death, disability, injury or loss or for any other claims and will not hold the Bank responsible whether for compensation, processing of claims or otherwise or in any manner whatsoever.
- 2.9 Subject to the relevant policy terms, the Cardholder will be entitled to the benefit of any insurance policies which the Bank may from time to time enter into for the benefit of the Cardholders. The Bank may vary, suspend or withdraw such benefit at its discretion and the Insurer providing any policy will be solely liable and responsible for the processing and payment of any claims.
- 2.10 The Cardholder shall not be entitled to the benefit of any Insurance while in breach of any part of these Conditions of Use, nor in respect of any claim received by the Bank after the cancellation of the Card.
- 2.11 When an airline ticket is booked with the Purchasing Card, the amount will be charged to the Corporate Card Account. For any ticket subsequently cancelled, any refund will only be credited to the Corporate Card Account as and when received by the Bank from the airline.

3. Unauthorised Transactions

- 3.1 The loss or theft of the Card must be reported to the Bank's Card Services Department in the Country at the Bank's address appearing at the beginning of these Conditions of Use, immediately upon discovery. A Police Report must also be made of the

Lost/Stolen Card and a copy sent to the Bank, if there is suspected misuse. The Company will be responsible in accordance with Clause 7 for any unauthorised Card Transactions effected before notice of the loss or theft has been received by the Bank's Card Services department.

- 3.2 After receipt by the Bank of notification of loss or theft of a Card to the Bank's Card Services Department in the Country, the Cardholder and the Company will have no further liability for transactions with the reported Card, provided that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Card and in promptly reporting its loss to the Bank. The decision as to the bonafides of the Cardholder in this regard will rest with the Bank and the Bank reserves the right to cancel the Card. In case the Cardholder recovers the Card, he/she shall report the matter to the Bank immediately and hand over the recovered Card to the Bank's Card Services department in the Country, for destruction. The Cardholder must not make any attempt to use the Card.
- 3.3 The Bank may at its absolute discretion agree to issue a replacement Card for any lost or stolen Card which shall be issued on the same Terms and Conditions as the original Card or as may be amended from time to time. The Bank reserves the right to charge a replacement/handling fee to the Account at a rate to be determined by the Bank.

4. Credit Limit

- 4.1 The Bank will assign a credit limit to the Card Account which must not be exceeded without prior agreement. The Bank reserves the right to amend the credit limit assigned from time to time, at its discretion.
- 4.2 If the Cardholder exceeds the assigned Credit Limit without the Bank's written prior agreement, the Bank may at its discretion cancel the Card immediately without notice to the Cardholder and all outstanding amounts will thereupon become immediately due and payable.
- 4.3 A fee will be charged to the Corporate Card Account by the Bank if a Cardholder exceeds the assigned Credit Limit, at a rate to be determined by the Bank.

5. Fees

- 5.1 The Bank's initial and/or periodic fees in respect of the Card shall be debited to the Corporate Card Account. No fees will be refunded in the event of the Card's cancellation.
- 5.2 A handling fee will be charged by the Bank on each cash withdrawal or advance and charged to the Cardholder's Card Account, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

6. Payment and Finance Charges

6.1 Card Payment

- a) The Bank will send to the Cardholder and Company, monthly, a Card Account statement detailing all Card Transactions effected during the month (the 'Billing Period') and the current total amount outstanding ('Amount Outstanding') in respect of the Card and the date on which the Card Account statement is due for settlement (the 'Payment Due Date')
- b) Finance charges will not be levied if the payment of the whole of the Amount Outstanding is received and cleared by the Bank on or before the Payment Due Date, except that, a finance charge will be levied on cash advances at a rate to be determined by the Bank from time to time, from the date the Cash Advance is posted to the Card Account and until it is fully paid. All cheques received by the Bank

shall be subject to clearing and funds will only be credited to the Corporate Card Account after clearance.

- c) In the event the Card Account statement is not settled in full on the Payment Due Date, a finance charge shall be payable, calculated on the average daily balance over the Billing Period, at a rate to be determined by the Bank. All new transactions will also attract the finance charge from the date of posting to the Card Account. The finance charge is debited on the last day of the Billing Period.
 - d) Without prejudice to the payment of the finance charge referred to in preceding paragraph (c), if the Cardholder or the Company fails to pay the Total Amount Due in cleared funds by the Payment Due Date, a late payment fee will be charged at a rate to be determined by the Bank and notified to the Cardholder from time to time.
 - e) Where payment is made by cheque, the Cardholder should allow 5 business days for the cheque to clear.
 - f) The Cardholder may issue a direct debit Standing Instruction from an account with the Bank (the 'Nominated Account') to settle the amount outstanding on the Payment Due Date. For direct debit Standing Instruction the following supplementary Terms and Conditions shall apply:
 - i) The Cardholder agrees that the Bank reserves the right to determine the priority of any such Standing Instruction against cheques presented to the Nominated Account or any other arrangements made with the Bank.
 - ii) The Cardholder understands that any amendments and cancellations to any such Standing Instruction should reach the Bank at least one week before the next Payment Due Date.
 - g) If any Standing Instruction, cheque or any other instrument of the Cardholder and Company is not honoured, or there are insufficient cleared funds to meet such payment the Bank at its sole discretion may charge the Cardholder finance charge thereon calculated in accordance with preceding paragraph (c), and may process any such Standing Instruction whenever there are sufficient cleared funds to the credit of the Nominated Account after the original date on which such debit was intended.
 - h) If the Cardholder disagrees with any charge or other sums or transactions indicated in the monthly statement, the same should be communicated to the Bank within 30 days of the statement date, failing which the Cardholder shall not be entitled to query the charge.
- 6.2 Any Payments made by a Cardholder will be applied by the Bank in or towards payment of the Cardholder's liabilities to the Bank under these Terms and Conditions in such order as the Bank may decide.
- 6.3 The Bank reserves the right to amend the finance charge and other charges from time to time, at its discretion. Publication of charges by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder. Use of Card after the date upon which any change to these Terms and Conditions is to have effect (as may be specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change.
- 6.4 Details of the finance charges and other charges applicable to the Card and its use are available on request at any of the Bank's branches in the Country or a copy may be obtained directly from the Bank's Card Services Department in the Country.
- 6.5 The Cardholder acknowledges that the Bank may exercise its rights under Clause 8 in the event that the Cardholder fails to pay the Total Amount Due by the Payment Due Date.

7. Cancelling this Agreement

- 7.1 The Bank may terminate this Agreement at any time without prior notice and without showing cause by cancelling or failing to renew the Card. On being notified that the Bank has terminated this Agreement the Cardholder will return the Card to the Bank. Any termination of this Agreement or of any Card shall be without prejudice to the liability of the Cardholder in respect of the outstanding amounts due in respect of the Card.
- 7.2 The whole of the Amount Outstanding on the Cardholder's Card Account together with any outstanding amount incurred by the use of the Card but not already paid or charged to the Cardholder's Card Account shall become due and payable to the Bank on the termination of this Agreement. The Cardholder expressly agrees that the Bank shall have the right to retain any funds placed in any Account of the Cardholder with the Bank or deposits held as a security for the issuance of the Card for a period of up to 45 days after the Card has been physically returned to the Bank, and to set-off against any such funds without notice to the Cardholder all amounts due from the Cardholder to the Bank. In case of a deceased Cardholder his/her Company will be responsible for settling any outstanding balances and other amounts due in respect of Card Transactions and shall keep the Bank indemnified from all costs (including legal fees) and expenses incurred in recovering such outstanding balances.
- 7.3 The Cardholder hereby authorises the Bank to, without notice, combine or consolidate the Amount Outstanding on the Cardholder's Card Account with any other account which the Cardholder maintains with the Bank and set-off or transfer any monies standing to the credit of the Cardholder's other accounts in or towards satisfaction of the Cardholder's liability to the Bank under these Conditions of Use.
- 7.4 In the event of a Cardholder's bankruptcy or Cardholder's death all outstanding amounts are immediately due and payable and the Cardholder will immediately cease the use of such Card and return it or them to the Bank and pay any amount that may be outstanding under these Terms and Conditions.
- 7.5 The Card is the property of the Bank and will be returned to the Bank immediately by the Cardholder upon the Bank's request or upon termination of the Cardholder's present employment. The Cardholder shall be responsible for ensuring the return of the Card and will remain liable for any continued use of the Card after the issue of any request for its return.
- 7.6 If for any reason, the Cardholder fails to comply with the Conditions of Use of this Agreement, the Bank may immediately terminate this Agreement and proceed to recover all amounts outstanding thereunder. The Cardholder and Company shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

8. Authorization and Indemnity for Telephone, Telex and Facsimile Instructions

The Cardholder authorises the Bank to rely upon and act in accordance with any notice, instruction demand or other communication which may from time to time be, or purport to be given by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf (the 'Instructions') without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions. The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include instructions to pay money or otherwise to debit or credit any Account, or relate to the disposition of any money, securities or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the

transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions.

The Bank under terms of this authorisation and indemnity is not obliged to accept and act upon the Instructions which includes the following:

- ▶ Change in Mandate
- ▶ Change to authorised signatories
- ▶ Power of Attorney to another person/entity
- ▶ Closure of the account(s) and transfer of the remaining balance by any means.

In consideration of the Bank acting in accordance with the terms of this authorization and indemnity, the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and arising out of or in connection with the Instructions. The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder in accordance with the terms of the Mandate, save that such termination will not release the Cardholder from any liability under this authorization and indemnity in respect of any act performed in accordance with the terms of this authorization and indemnity prior to the expiry of such time.

9. Smart Data OnLine

If at any time the Company makes an application to the Bank for the provision of Smart Data OnLine services then the Cardholder agrees that the Bank may supply details of the Cardholder and any transactions completed using the card to MasterCard or any other person nominated by the Bank.

10. General

- 10.1 The Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or in part any Cardholder's Amount Outstanding. The Cardholder hereby authorises the Bank to appoint Collection Agents for recovery of outstanding amounts. The Cardholder shall pay all the costs of collection of dues, legal expenses, fees and outstanding amounts with interest, should it become necessary to refer the matter to a collection agency or to a legal recourse to enforce payment.
- 10.2 The Cardholder authorises the Bank to disclose information concerning the Cardholder or the Cardholder's Card Account to such persons as the Bank may see fit, including the Central Bank, any Credit Bureau or other Banks or Financial Institutions where the Cardholder has failed at any time to pay sums when due.
- 10.3 Without prejudice to all outstanding objectives this Agreement supersedes any similar agreement with the Bank in connection with the issue or use of any existing Corporate/ Purchasing Card(s) to the Cardholder.
- 10.4 The Bank reserves the right at all times to vary or amend the foregoing Conditions of Use or to introduce new Conditions of Use. Any such variations or amendments will become effective and binding on the Cardholder upon notification to the Cardholder by any means the Bank deems fit. If the Cardholder is unwilling to accept any such variations or amendment, the Cardholder must return the Card to the Bank for cancellation. The Cardholder will indemnify the Bank (notwithstanding any termination of this Agreement) against Card Transactions of these Card(s) prior to the return of the Card to the Bank.
- 10.5 The Bank shall not be liable for any loss suffered by the Cardholder if the Bank is prevented from or delayed in providing the Cardholder with any banking or other service due to strikes, industrial action, failure of power, supplies or equipment, or causes beyond or outside its control.

- 10.6 The Cardholder will continue to be liable for finance charge and other charges if for any reasons set out in clause 11.5, the Bank is unable to produce or send the Statement of Account.
- 10.7 These Conditions of Use shall be governed by and construed in accordance with the laws of the Country and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the court of the Country provided that such submission shall not prejudice the Bank's rights to take proceeding in any other jurisdiction.
- 10.8 The Cardholder irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Cardholder or the Cardholder's transactions with any member or associate member of the HSBC Group of companies, any competent government or regulatory body or any 3rd party service provider.
- 10.9 The Cardholder irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of services provided to the Cardholder to any third party including to another member of the HSBC Group whether or not that the third party operates in another jurisdiction or territory. The Bank shall remain liable to the Cardholder for any recoverable loss or damage incurred by the Cardholder as a result of the negligence, breach or default of any such third party and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.
- 10.10 Information about the Cardholder may be processed offshore, in the United Kingdom or elsewhere.
- 10.11 These Conditions of Use shall be read in conjunction with the associated Company Corporate Card Terms and Conditions (The Company Terms).
- 10.12 Terms defined in the Company Terms shall, if the context allows, have the same meaning in these Conditions of Use.
- 10.13 In the event of any conflict between these Conditions of Use and the Company's Terms and Conditions, the Company Terms shall apply. Any rights, powers, interests or discretion granted to the Bank in the Company Terms shall be in addition to any rights, powers, interests or discretion contained in these Terms and Conditions and vice versa.