

HSBC Credit Card Agreement Terms

These Terms are your agreement with us, so it is really important that you read them and ensure you understand them before you use an HSBC Credit Card.

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HSBC Credit Card Agreement Terms

If you do not understand anything in these Terms there is a glossary section at the back to help you. If you still do not understand anything in these Terms, you should contact us and we will help you. You should not sign our application form or agree to accept these Terms if you do not understand anything within them.

1. When do these Terms Apply?

1.1 What do these terms apply to?

These Terms apply to your HSBC Credit Card in Oman, whether Visa® or MasterCard®.

1.2 From when do these Terms apply?

These Terms apply from 7 September 2014. If you applied for your Credit Card before 7 September 2014, these Terms will apply to you from 7 September 2014 and these Terms replace any Credit Card terms with HSBC in Oman in the past, whatever the name of those Terms.

1.3 How do I show that I agree to these Terms?

You can show that you agree to these terms by:

- (i) Signing our application form acknowledging that you have read and understood these Terms; or
- (ii) Accepting the Terms online; or
- (iii) By using your Credit Card (by using your Credit Card you are deemed to have consented to these Terms).

1.4 What do I need to submit to apply for a Credit Card?

You are required to provide us with certain documents before being eligible for a Credit Card in Oman, such as a passport with residency visa and residency card for non-Omani Nationals and an Oman National ID for Omani Nationals. We will tell you the latest requirements when you apply.

2. What other documents do I need to read?

2.1 What other documents do I need to read?

These Terms apply along with our Schedule of Services and Tariffs, which can be found on our website www.hsbc.co.om and available at our branches.

Your relationship with us is also governed by the Personal Banking Terms and Conditions, available at www.hsbc.co.om. By agreeing to apply for a Credit Card you will be agreeing to accept the Personal Banking Terms and Conditions, as well as these Terms, so please take the time to read and understand them both before agreeing to apply.

Separate terms apply to some of our services like Personal Internet Banking, or Telephone Banking. We will make you aware of these terms if they apply to you and give you an opportunity to read and understand them. These terms are available on our website at www.hsbc.co.om.

3. Where can I find out about the Credit Card Features?

3.1 Where can I find out the features of my Credit Card?

You can find out the Credit Card Features on our website, by calling us or at one of our branches. These features may change from time to time and if we change the features we will let you know on our website. If you object to a change to the features, you have the option to cancel your Credit Card. Please note that your outstanding balance and any outstanding liabilities become immediately payable in full should you cancel your Credit Card.

If you breach these Terms you will not be able to take advantage of the Credit Card Features.

3.2 Am I eligible for a Premier or Advance Credit Card?

You may be eligible for a Premier or Advance Credit Card or another Credit Card with special features. Your eligibility for these Credit Cards is subject to our conditions. We can change the conditions at any time or decide to replace your Credit Card with a different Credit Card for any reason. If we change your type of Credit Card we will give you 30 days' notice if the change results in an increase in fees and charges. If there is no increase in fees and charges, the change may take place without notice.

3.3 What if a third party offers me additional features for using my HSBC Card?

We are not liable for representations or commitments to you made by third parties, including our business alliance partners. If we advertise an offer to you, we will tell you if the feature is made available by a third party.

4. Using my Credit Card

4.1 How can I use my Credit Card?

We will open a Credit Card Account in your name to record transactions under this Agreement. Once you have your Credit Card and any PINs that are required have been set up, you may use it and draw credit under these Terms.

Transactions using the Credit Card may be authorised by you using, as the circumstances require, a combination of the Credit Card, PIN or other security details associated with the Card or the Credit Card Account or in other ways advised to you by us from time to time. Where the transaction is executed at a distance, for example over the internet or phone, other security details will be requested from you.

You may draw down credit by using your Credit Card to make Purchases or Cash Advances and we may allow you to make Balance Transfers, Easy Cash (if available) or any Instalment plans.

4.2 Can a third party use my Credit Card?

No. You can nominate a third party for a Supplementary Card, but no one should use your Credit Card apart from you.

4.3 What should I do when I receive my Credit Card?

Please sign it immediately and if applicable, set up your PIN. If you have applied for a Supplementary Card, the Supplementary Cardholder should also sign their Credit Card immediately.

4.4 How will I know what I have been charged?

We will send you a statement each month (and this may be an online statement, by email or other electronic means) if there are transactions or activities on your Credit Card Account. It is your responsibility to review your statement. You must tell us immediately if anything on your statement is incorrect. If you do not query a transaction on your statement within 30 days we will assume you agree with every transaction included in the statement.

4.5 When will I receive a statement?

We will send you a statement each month, unless there has been no activity on your Credit Card Account for that month. If there has been no activity, we may not send you a statement.

4.6 What will the statement include?

Details of all activities on your Credit Card Account during the billing period, the total amount outstanding on your Credit Card and the minimum repayment due will be included in the Statement. We will also tell you the due date for payment.

4.7 How can I make Purchases on my Credit Card?

When using your Card for Purchases, you (or the Supplementary Cardholder) must validate the transaction by entering the security information we have provided you with, whether PIN, signature or alternative method of authorisation.

4.8 Can I take Cash Advances on my Credit Card?

Yes. You can use your Credit Card to take a Cash Advance up to your Cash Advance limit at our branches, at an ATM or through other participating venues.

For the relevant fees and charges which apply to a Cash Advance please see the Schedule of Services and Tariffs on www.hsbc.co.om. Please note that any interest for a Cash Advance will be charged from the date of the transaction until the day that the Cash Advance is repaid in full.

4.9 Are there any Purchases which will be charged as if they were Cash Advances?

Certain transactions will be charged as if they were Cash Advances, including purchases at exchange houses, any purchase of foreign currency or any other transactions classified by Visa® or MasterCard® or us as a transaction which should be charged as if it were cash.

4.10 Can I make a Balance Transfer?

You may be permitted to make a Balance Transfer, subject to our discretion. You should continue to make repayments to your existing financial institution until we have confirmed that your Balance Transfer is complete.

4.11 Can I use my Credit Card at ATMs?

You can use your Credit Card at HSBC ATMs or other institution's ATMs on selected networks.

You can also use your Credit Card at ATMs on the same networks abroad, so long as they are situated in countries where withdrawals are permitted pursuant to the laws of Oman and such use would not involve a breach of any international financial sanctions.

We will not be responsible if you are unable to use your Credit Card in any other institution's ATMs. In addition, there may be particular countries where, due to local legal or regulatory reasons, you cannot use your Credit Card.

Our record of ATM transactions, be it a HSBC ATM or non HSBC ATM is conclusive. If you would like to dispute an ATM transaction

please call us within 30 days of your last statement date.

4.12 Can I use my Credit Card at an ATM to withdraw money from my HSBC current or savings accounts?

You can choose, by calling us, to link your Credit Card to your HSBC saving or current account to allow you to use your Credit Card to make withdrawals from those HSBC accounts. The Supplementary Cardholder may not be permitted to make such withdrawals. There is a fee charged for this service, as set out in our Schedule of Fees and Tariffs.

We will debit the account nominated by you to be linked to the Credit Card with the amount of any transaction performed at that ATM.

4.13 Can I revoke a Purchase?

You cannot rescind or revoke a Purchase or other transaction made by use of the Credit Card or Credit Card details once you have authorised the transaction to us or the payee (for example, a retailer or supplier). We will credit the Credit Card Account with a refund only if the payee refunds us.

4.14 Can I make payments to put the Account in credit?

You should not make payments that place the Credit Card Account in credit. If you do, we may restrict the use of the Credit Card completely or restrict the account to the amount of your credit limit. We may also return the excess to you.

5. Supplementary Cards

5.1 Can I apply for a Supplementary Card?

Yes, you can apply for a Supplementary Credit Card. We may also require the Supplementary Cardholder to sign an application form or provide further information.

You can either choose to share your entire credit limit with the Supplementary Cardholder or to segregate part of your credit limit so that the Supplementary Cardholder has a separate limit.

There may be limits on the number of Supplementary Cards you can apply for and charges may apply for Supplementary Cards, as set out in the Schedule of Services and Charges.

5.2 Will you issue separate statements for Supplementary Credit Cards?

We will only send the Supplementary Cardholder a separate statement if you have asked us to create a separate limit for the Supplementary Cardholder.

5.3 Who is liable for the outstanding amount on the Supplementary Card?

You are responsible for all use of the Credit Card by the Supplementary Cardholder, including any use in breach of these Terms. You must ensure that the Supplementary Cardholder complies with these Terms, including the relevant terms regarding the use, safeguarding and preventing misuse of the Credit Card.

By using the Credit Card, the Supplementary Cardholder also agrees to be bound by these Terms. At any times, whether you share your limit with the Supplementary Cardholder or segregate the limit you are liable to pay the entire balance on both cards.

5.4 Can you cancel a Supplementary Card?

Yes, we may cancel any Supplementary Card or restrict its use or cancel the limit at any time and ask for return of all Supplementary Cards without notice.

5.5 When will a Supplementary Card be renewed?

We will provide renewal Credit Cards to the Supplementary Cardholder on expiry unless you tell us in writing to stop doing this.

5.6 What happens if I have a dispute with my Supplementary Cardholder?

The Bank will not get involved in any dispute between you and the Supplementary Cardholder. We may share information about the Credit Card and the Supplementary Card, including monthly statements, with each of you upon request until either you or the Supplementary Cardholder gives us written notice to cancel the Supplementary Card. Either of you may cancel the Supplementary Card without the other's consent.

6. Credit Limits

6.1 How will my credit limit be assigned?

We will assign a credit limit to the Credit Card Account based on our internal evaluation of your circumstances.

6.2 Can you change my credit limit?

We might amend or cancel your limit at any time. Any change to your limit will have effect immediately. We will notify you as soon as is reasonably possible about the change.

6.3 What happens if I exceed my credit limit?

You may not exceed your credit limit. However in some cases, your credit limit may be exceeded by your outstanding balance due to either (a) charging of any interest and fees, (b) transactions being authorized in excess of your credit limit, or (c) any other valid reason.

If you do exceed your credit limit, the balance in excess of your credit limit will be immediately due and payable.

We will charge an over limit fee to your Credit Card Account if you (or the Supplementary Cardholder) exceed the credit limit. We will advise you of this fee in our Schedule of Fees and Charges and this might change from time to time. This fee will continue to be charged for each billing period until you clear the balance in excess of your credit limit at the beginning of the next cycle.

In some circumstances, we may cancel the Credit Card (or Supplementary Card), without notice. In these cases, the outstanding balance and any outstanding liabilities become due and payable immediately.

7. Charges

7.1 What will you charge my Credit Card Account?

We will charge your Credit Card Account with:

- a) all amounts incurred by the use of the Credit Card and all interest, fees, charges, costs and liabilities referred to in these Terms or the Schedule of Services and Tariffs;
- b) our costs of seeking to enforce our rights under this Agreement, any costs we incur in tracing you, any costs of using a collection agency and any legal costs; and
- c) the amount of any tax or other duty imposed upon this Agreement or the use of your Credit Card(s).

7.2 Where can I find out which fees and charges apply to me?

In our Schedule of Services and Tariffs which can be found on our website www.hsbc.co.om.

7.3 How will foreign currency transactions (other than ATM transactions) be charged to my Credit Card?

Foreign Currency Transactions (other than ATM transactions) are converted into your billing currency by the card scheme (Visa or MasterCard) using their applicable exchange rates on the day conversion is made (which may involve a conversion to US dollars first). In addition to this exchange rate conversion, we charge a processing fee (as a percentage of the transaction amount) as set out in our Schedule of Services and Tariffs.

7.4 How will foreign currency withdrawals from ATMs be charged to my Credit Card?

Foreign Currency Transactions performed at an ATM will be converted into your billing currency by us using our applicable exchange rate. The transactions may have first been converted to US dollars or Hong Kong dollars either by us or by the card scheme (Visa or MasterCard) using their applicable exchange rates on the day conversion is made.

When making Foreign Currency Transactions at ATMs on certain networks, such as GCCnet, the conversion may be completed by a local regulatory authority at a rate and time determined by them. In addition to this exchange rate conversion, we charge a processing fee (as a percentage of the transaction amount). The usual Cash Advance fee will also apply, as set out in the Schedule of Services and Tariffs.

Some cash machine operators may apply a direct charge for withdrawals from their self-service machines (ATM). This should be advised and accepted on screen at the time of the withdrawal.

7.5 Will I be charged an annual fee for my Credit Card?

We may charge an annual fee for the Credit Card (and any Supplementary Cards). Annual fees are included in the Schedule of Services and Tariffs if applicable. This annual fee is nonrefundable.

7.6 Are there any additional fees for cash withdrawals or advances?

We will charge a fee for each cash withdrawal or advance as set out in the Schedule of Services and Tariffs.

8. Interest

8.1 What will the interest rate be?

The interest rate you will be charged is set out in the Schedule of Services and Tariffs, sometimes also referred to as a "Finance Charge" or as we may advise you from time to time. The rate we will charge you may differ for Purchases, Cash Advances, Flexible Instalment Plans, Balance Transfers and Easy Cash (if available).

8.2 When and how will interest be charged?

Interest will be charged to your Credit Card Account if:

- (a) you do not pay us the full Credit Card outstanding amount in cleared funds by the due date; or
- (b) you have taken a Cash Advance or Easy Cash (if available); or
- (c) you have accepted an interest bearing Instalment product on your Credit Card Account.

The interest is charged from the date of the transaction based on your daily outstanding balance.

Balance Transfers may be subject to interest, in accordance with the individual offer terms and conditions.

8.3 Is there an interest free period?

The interest free period is a maximum of up to 56 days from the date of the Purchase if you pay your whole balance in full and on time. There is no interest free period for the Cash Advances and Easy Cash (if available). These are charged with interest from the date of the transactions.

8.4 Will interest be charged on fees?

Yes.

8.5 Will you charge interest on unpaid insurance premiums?

Yes. We will charge interest on unpaid insurance premiums charged to the Credit Card Account at the same rate which applies to the relevant transaction to which they relate or, if there is no relevant transaction, at the rate applying to Purchases.

8.6 Do you offer promotional rates?

We may offer promotional rates from time to time to a selected set of customers based on our internal criteria. The conditions for taking advantage of these rates will be included in the offer terms and conditions. Promotional rates are conditional upon you complying with the offer terms and these Terms.

9. Repayments

9.1 When do I have to pay my balance?

You must pay us at least the total minimum amount shown as due for payment by the due date indicated on your statement.

Charges relating to paper and e-statements (including extra copies) if any, are set out in the Schedule of Services and Tariffs.

We may allow other persons to make payments to the Credit Card Account on your behalf.

9.2 What is the minimum repayment?

Your minimum repayment shall be the total of any flexible instalment plan monthly payment; any amount in excess of your credit limit; any relevant insurance premium; and for each purchase, Cash Advance, Balance Transfer or Easy Cash the first OMR 10 OR 5% (whichever is higher) of the balance of that category of transactions on your account OR the total monthly interest and fees charged including annual membership fee (whichever is higher).

The minimum amount due may also include any unpaid minimum amounts from the previous billing periods. You can at any time, subject to making the minimum monthly repayment, repay all or any sums owing under these Terms.

We recommend that you pay more than the minimum payment whenever possible. If you make only the minimum payment each month, it will take you longer and cost you more to clear your balance.

9.3 How will my payments be allocated?

Payments by you will only take effect when received by us in cleared funds. Payments received from you are applied to pay off (i) the minimum payment shown on your statement of accounts, (ii) then the remaining balance on your statement of accounts and (iii) then items not yet included in your statement of account.

We apply your payment to categories of balance in the following order from highest interest to lowest interest plan after clearing the minimum repayment amount:

- Fee and Charges
- Finance Charge/interest

- Outstanding principal balance (comprising of different categories of balance e.g. Easy Cash, Cash Advances, Balance Transfers etc. from highest interest to lowest interest plan).

9.4 What happens if I pay by cheque?

The funds will be credited to your Credit Card Account once the cheque is cleared (including for cheques deposited at ATMs). Please allow a reasonable amount of time (and we would recommend at least 5 business days) for the cheque amount to be credited to your Credit Card Account.

Please note that if you choose to pay by cheque and this cheque bounced, you may be charged as set out in our Schedule of Fees and Tariffs.

9.5 What about cash deposits?

Any cash deposit towards repayment of your outstanding balance at an ATM shall only be regarded as having been received by us upon verification and crediting of the cash deposit to your Credit Card Account.

9.6 Can I issue a standing instruction to pay my outstanding balance on my Credit Card? How will standing instructions be applied for payment to my outstanding balance?

You may issue a standing instruction on your HSBC savings or current account to settle the amount outstanding (in full or in part) on your Credit Card Account on the payment due date. If there are insufficient funds in your savings or current account at the date of the standing instruction, your Credit Card Account may become overdue. If you are overdue you will have to pay a late payment fee.

We will determine the priority of the standing instructions against any cheques presented for payment.

You will be debited for the amount/percentage specified in your standing instruction regardless of any manual repayments that were made within 3 business days of the date of the standing instruction.

We ask that you notify us of any changes to standing instructions at least one week before the next payment due date.

9.7 What about direct debits?

We may permit you to make repayments to your Credit Card using direct debits or to make payments to third parties using a direct debit from your Credit Card Account. In each case a separate form containing additional terms will need to be completed by you. More information will be on our website when direct debit becomes available.

10. What happens if I do not pay on time?

10.1 What happens if I do not make payment in full by the due date?

If you do not pay us the whole of the outstanding amount in cleared funds by the due date interest will be charged to your Credit Card Account. Interest will be calculated based on your average daily balance. You may also be charged a late payment fee, as set out in our Schedule of Fees and Charges.

Any standing instruction you give us for the whole amount outstanding or the minimum payment may be processed more than once and on different days. You may be charged for this failure to have available funds when the standing instruction is applied to your account.

10.2 What happens if I do not make the minimum payment by the due date?

If you do not make the minimum payment one or more of the following will occur:

- (a) your Card may immediately stop working and you will be considered in breach of these Terms;
- (b) interest will accrue on the unpaid amount at the rate for that part of the balance remaining unpaid;
- (c) you will be charged late payment fees at the rate set out in the Schedule of Services and Tariffs from the day after the due date;
- (d) you may be charged default interest from the day after the due date;
- (e) your credit worthiness with us and with other banks could be impacted negatively;
- (f) you may be denied credit by us or other banks in future, since we may inform a credit bureau; and
- (g) you may be contacted by us or third party agencies for debt collection purpose and we may take enforcement action against you.

10.3 Will you use debt collection agencies?

Yes, we might appoint debt recovery agents in Oman or overseas if you do not pay on the due date. You will be liable for the cost of appointing a debt recovery agent and any related expenses we incur. You will also be liable for our legal costs if we have to take legal action.

To facilitate debt recovery overseas, we may appoint another member of the HSBC Group to act on our behalf.

10.4 What does “set-off” mean?

If you:

- have money in sole or joint accounts with us or if we owe you money, and
- owe us money on another sole or joint account (such as your Credit Card)

We can use this money you have with us to reduce or repay the amount you owe us.

This is our right of “set-off”. We might use this right if you do not repay us in accordance with these Terms.

There are detailed clauses in our Personal Banking Terms and Conditions about our right of set-off and how we might use this. Please make sure you read and understand those clauses before applying for a Credit Card.

11. Insurance

11.1 Is there personal insurance coverage with my Credit Card?

It may be an optional feature of your Credit Card that you receive insurance. This may cover you or the Supplementary Cardholder in the event of different types of loss, but this will depend on the features available on your Credit Card and the policy terms. Both the features and the policy terms can be found on our website, www.hsbc.co.om. These might change from time to time and we will give you notice via the website if this happens.

Our insurance policy is made available by a third party insurer, so it is important that you read the policy terms and understand that any claim you have under any insurance which is a feature of your Credit Card will be against that insurer, not HSBC Bank Oman SAOG or any member of the HSBC Group.

The insurance company who provides the policy will have access to your personal information and if you agree to apply for your Credit Card you are giving your consent for them to have this access.

12. Lost/Stolen Credit Cards

12.1 What happens if my Credit Card is lost or stolen?

Please immediately call our call centre, the number of which is available on our website at www.hsbc.co.om. You might be charged a card replacement fee for a new Credit Card. Your new card may have a new expiry date. If we charge you a fee it will be set out in our Schedule of Services and Tariffs.

13. Misuse of the Credit Card

13.1 When am I responsible for Unauthorised Transactions?

We will be responsible for any money lost due to an Unauthorised Transaction after you have reported the loss, theft or Unauthorised Transaction of/on your credit card to us. We will also be responsible for any Unauthorised Transactions on your credit card before you receive it. Where we are responsible we will refund the amount of the Unauthorised Transaction, including any resulting interest or charges relating to the transaction. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.

You are responsible for all losses if

- a) you act fraudulently
- b) you act without Vigilant Care (described below)
- c) for any Unauthorised Transactions before you reported the loss, theft or Unauthorised Transaction.

We may decide to investigate any Unauthorised Transactions. You must co-operate with us and the police to recover lost or stolen Credit Cards and to investigate any Unauthorised Transactions. If you are asked to report Unauthorised Transactions, lost or stolen cards to the police, you must do so immediately and in any event within 7 days of being asked. If you recover the Credit Cards you must not use them and should cut them in half and return them to us.

13.2 What does exercising vigilant care mean?

Exercising Vigilant Care means taking the following precautions as a minimum:

- a) Signing the Credit Card as soon as it is received and complying with any security instructions;
- b) Protecting the Credit Card and the Credit Card security details;
- c) Not allowing anyone else to have or use the Credit Card (and this includes disclosing your PIN to anyone);
- d) Destroying any notification of the Credit Card security details;

- e) Not writing down the Credit Card security details nor disclosing them to anyone else, including the police and/or our staff;
- f) If you change your Credit Card security details to make them more memorable to you, do not choose sequences of letters or numbers that may be easy to guess;
- g) Not tampering with the Credit Card;
- h) Keeping Credit Card receipts secure and disposing them carefully;
- i) Cutting any old Credit Cards into pieces;
- j) Keeping your Credit Card in your sight at all times.

13.3 Can I use my Credit Card for business purposes?

No. Your Credit Card is for your personal use. You cannot use your Credit Card for business purposes. If you do use your Credit Card for business purposes, we may cancel your Credit Card and you may incur additional fees and charges for misuse of your Credit Card.

13.4 What happens if I dispute a transaction which is valid?

You may be charged a fee in line with the Schedule of Services and Tariffs.

14. Flexible Instalment Plan, Easy Cash (if available), Balance Transfer, My Rewards, Credit Shield

14.1 What additional terms apply for special features?

You can find on our website www.hsbc.co.om the following additional terms: Flexible Instalment Plan, Easy Cash (if available), Balance Transfer, My Rewards and Credit Shield. Please make sure you read and understand these Terms before agreeing to accept one of these special features.

15. Changing these Terms

15.1 Will you change these Terms?

You agree that we may, at our discretion and for any reason, change any of the terms of this Agreement, including interest rates (either generally or on specific promotions) and how interest is calculated, the repayment date or minimum repayment amount (including how we calculate it), allocation of payments, the statement date, late payment fees, fees or other charges (including the Schedule of Services and Tariffs itself), or introduce new terms.

In particular, we may vary the interest rate(s) depending on our assessment of your ability to meet your financial commitments (including considering your credit history and information held about you by credit reference agencies) and how you conduct your Credit Card Account from time to time. These changes may be personal to you and we do this to ensure a fair allocation of the risks and costs of borrowing between our different customers.

15.2 How much notice will you give me of a variation?

We will give you at least 30 days' notice unless one of the following applies:

- 1) a change in law, industry code, regulation or market practice;
- 2) a change in the cost of providing services to you, including money market rates or bank base rates;
- 3) a change to our way of doing business including the introduction of new technology;
- 4) to reflect our policies on the competitiveness, market share and profitability of our business, where we are not acting dishonestly, for an improper purpose, to discriminate against a particular customer or as an unreasonable financial institution;
- 5) to make the Agreement clearer to you; or
- 6) any other valid reason.

If we increase any fees or charges we will give you 30 days' notice.

15.3 Could the Credit Card, account number and PIN change if there is a variation?

If we change the terms of this Agreement, we might change your Credit Card and Credit Card Account number and cancel the Credit Card that the new Credit Card replaces. The balance on the Credit Card Account will become subject to the new terms. If we do this, we will give you 30 days' notice.

15.4 What if I do not agree with the variation?

If you are unhappy with any changes made by us you have the option to end this Agreement and close your Credit Card Account by

giving us written notice and paying your outstanding balance and any outstanding liabilities on your Credit Card Account in full immediately.

If you do not object to the changes in the notice period, you will be deemed to have accepted those changes.

16. Restricting Credit Card use and ending this Agreement

16.1 Can you ask me to pay the outstanding balance on my Credit Card Account in full at any time?

Your Credit Card debt is repayable on demand. This means that the Bank could choose to demand repayment of the entire amount on demand at any time.

16.2 When will my Credit Card be refused or restricted?

In accordance with our right to demand the Credit Card balance back in full at any time we have the right to restrict or refuse a transaction on your Credit Card at any time. Without restricting this general right, we are likely to restrict or refuse a transaction on your Credit Card in the following circumstances:

- a) the use is causing, or would cause a breach of these Terms;
- b) we believe that there is significantly increased risk that you may not be able to fulfil your duty to repay the credit in line with this Agreement and this includes situations such as you going bankrupt or having similar proceedings taken against you;
- c) if any of the information you have given us turns out to be incorrect or is suspected to be untrue;
- d) if your bank account with us or any member of the HSBC Group is frozen;
- e) if adverse information is received from a credit reference agency about you;
- f) your residence visa has expired or is cancelled;
- g) we have reasonable grounds for suspecting that you, any Supplementary Cardholder or third party has committed or is about to commit a crime or other abuse, including a regulatory, international sanctions, bribery or money laundering offence, in connection with use of the Credit Card or the Credit Card Account;
- h) we suspect fraud or misuse of your Credit Card. (you may be asked for further information, including verification of your identity, when we are asked to authorise a transaction);
- i) if you do not use your PIN when you use your Chip and PIN Credit Card at a facility which requires you to use a PIN;
- j) if you do not provide us with up to date and valid ID documentation; or
- k) for any other justifiable reason.

If a transaction is refused by us we will give notice of this refusal via the supplier, retailer or other organisation with whom you try to make the transaction. If a merchant or third party refuses to accept your Credit Card, we are not responsible to you (or the Supplementary Cardholder). If you have a complaint you should discuss this with the third party or merchant.

If we restrict your Credit Card we will try to give you reasonable notice, but there may be circumstances where we are not able to give you notice (e.g. for regulatory reasons) and your Credit Card will be restricted immediately. We will not be liable for any loss you suffer as a result of this action.

16.3 Does this Agreement have a fixed duration?

No. This Agreement has no fixed or minimum duration.

16.4 Can you cancel my Credit Card?

Yes. Credit Cards belong to us and while we will try to give you reasonable notice if we cancel your Card, there may be circumstances where we need to cancel your Card straightaway without notice.

You will be responsible for all of the amounts you owe us under these Terms, even if we have cancelled your Credit Card or closed the account(s) linked to your Credit Card. The outstanding amounts would become due and payable immediately.

16.5 How can I cancel my Credit Card?

You may cancel your Credit Card and close your Credit Card Account at any time by written notice to us or by calling us.

If you cancel your Credit Card, you must return to us your Credit Card and all Supplementary Cards we issued on your Credit Card Account. You must also pay your total outstanding balance and any outstanding liabilities on your Credit Card Account in full immediately.

16.6 What happens to my outstanding amounts upon cancellation?

We might debit your account for any transaction made by you before or after the Agreement ended. We will require immediate repayment of the account.

You must not use your Credit Card (or any Supplementary Card) after we have cancelled or suspended it.

These Terms still apply to you until all amounts are repaid in full.

17. Death and Bankruptcy

17.1 What happens if I die?

In the event of your death, your heirs need to give us notice as soon as possible, along with any documents necessary under the applicable law. Your heirs will be responsible for settling the balance, unless you have taken out insurance cover.

17.2 What happens if I become bankrupt?

In the event of your bankruptcy, the balance shall become immediately due and payable. You (and the Supplementary Cardholder) must immediately stop using the Credit Card and return it to us immediately.

17.3 What happens if a Supplementary Cardholder dies?

If a Supplementary Cardholder dies and they are a joint holder of the bank account linked to your Credit Card, you must immediately stop using the Credit Card and all Credit Cards must be returned to us.

You remain responsible for settling the outstanding balance and any outstanding liabilities on the Supplementary Card.

18. Your Information

18.1 What is the importance of this section?

This section is important because it explains how we will handle your Customer Information.

Please read this section carefully as it affects the way your Customer Information is treated, how and with whom it is shared and disclosed.

By accepting these Terms you agree that the treatment of your Customer Information will be in accordance with this section. Any consents, authorisations and permissions that you have already given to us in relation to your information will continue to apply, in addition to the consents you give us pursuant to this section.

18.2 When will you disclose my information?

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our or an HSBC third party's legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in these Terms.

18.3 What will you do with my information?

You agree that we (including other members of the HSBC Group) may collect, use and share Customer Information (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group).

18.4 How will you collect my information?

Customer Information may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

18.5 For what purposes will you process your information?

You agree that we (including other members of the HSBC Group) may process, transfer, and disclose Customer Information in connection with the following purposes:

- (a) the provision of services and to approve, manage, administer or effect any transactions that you request or authorise;
- (b) meeting Compliance Obligations;
- (c) conducting Financial Crime Risk Management Activity;
- (d) collecting any amounts due and outstanding from you;
- (e) conducting credit checks and obtaining or providing credit references;
- (f) enforcing or defending our rights, or those of a member of the HSBC Group;
- (g) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes); and

(h) maintaining our overall relationship with you (including marketing or promoting financial services or related products and market research)
(together referred to as the "Purposes").

18.6 Who will you share my information with?

You agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- a. any member of the HSBC Group;
- b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- c. any Authorities, in response to their requests;
- d. persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
- e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- f. other financial institutions, credit bureaus, verification agencies or credit reference agencies as the Bank chooses to use from time to time for the purposes of obtaining or providing credit references and other information;
- g. any third party fund manager who provides asset management services to you;
- h. any introducing broker to whom we provide introductions or referrals; and
- i. in connection with any HSBC business transfer, disposal, merger or acquisition.

wherever located, including in jurisdictions other than Oman and jurisdictions which do not have data protection laws.

Please note that for MyRewards and products which are not provided by the HSBC Group, such as insurance, we will exchange information about you with third parties. This will include changes to your name, address, Credit Card number and other relevant information

18.7 Will you use Credit Bureaus?

You agree that we can share your information with credit reference agencies/bureaus and use information available from public sources to verify your identity and suitability for an account. You agree that when you apply for a Credit Card and during the period in which you have a Credit Card, on an ongoing basis, we may request a report from a credit reference agency/bureau to assess your ability to meet your financial commitments, without any further consent. You understand that requesting multiple reports from credit reference agencies/bureaus may negatively impact your credit score which may make it difficult for you to obtain credit in the future.

In addition, we may share your information with HSBC-authorized external debt collection agencies for the purposes of collection of any overdue debts you may owe to us.

18.8 Will you provide a reference to another bank about me?

We will obtain your consent before providing a reference to another bank about you.

18.9 What happens if I do not keep you updated with changes to my information or if I refuse to give you information you request from me?

- you fail to provide promptly Customer Information that we requested, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

We may:

- a. be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to end our relationship with you;
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. block, transfer or close your account(s) where permitted under the Law.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority. Such action may mean we or other persons are required to withhold amounts as may be legally required by any Tax Authority and pay such amounts to the appropriate Tax Authority.

18.10 What if my information changes?

You agree to inform us promptly, and in any event within 30 days, in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from us or a member of the HSBC Group.

18.11 What if I give you someone else's information?

By agreeing to these Terms, you are confirming that every person whose information (including Personal Data or Tax Information) you have provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms.

18.12 How will my information be protected?

Whether it is processed in Oman or overseas, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

18.13 What about banking secrecy laws and regulations?

By agreeing to these Terms, you are expressly giving us your consent to share your information as described in these Terms and you are expressly giving up any right to secrecy you have under banking secrecy laws and regulations in Oman and in other jurisdictions ("Banking Secrecy Laws and Regulations"). You expressly agree not to hold us or any member of the HSBC Group (including any officers, staff and third party agents) liable in relation to such Banking Secrecy Laws and Regulations, unless we have acted fraudulently or with wilful misconduct or gross negligence.

18.14 What happens to my information if my account is closed and/or my relationship with you ends?

This section of these Terms will continue to apply even if we (or any other HSBC Group member) end the relationship with you and/or your Credit Card Account is closed.

18.15 What if you ask me for more information?

We might ask you for more information about your financial situation. We may verify this information. If you do not provide us with the information we ask for, we might refuse to renew your Credit Card or cancel your Credit Card.

19. General

19.1 What happens if there is a malfunction or failure of the Credit Card or an ATM?

We will not be liable to you for a malfunction or failure of the Credit Card or ATM.
We will not be liable to you for any loss if an ATM has insufficient funds to process your request.

19.2 What should I do if my details change?

Please fill in our change of details form at one of our branches as soon as possible. We need to know about any change of employment, home or office address or any contact details. This applies to your information or information about the Supplementary Cardholder. You may be required to visit the branches and provide additional documentation.

19.3 How will I receive my Credit Card?

You will have to collect your Credit Card from a branch or a collection centre, as advised by us. You are responsible for ensuring you collect your Credit Card.

19.4 What if I dispute a transaction on my Credit Card?

You must continue to make payments to us whilst you are resolving any dispute you may be having with someone else in relation to a transaction made with your Credit Card. We are not responsible in any way for any goods or services supplied to you by third parties.

If the merchant or third party gives you a refund of any amount we will credit this to your Credit Card Account when we receive notice in writing from them. If you suspect that there is a fraudulent activity on your Credit Card Account you must notify us within 30 days from your last statement which detailed the fraudulent activity.

19.5 What happens if I use my Credit Card for unlawful purposes?

You must not use your Credit Card for unlawful purposes, including purchasing goods or services which are illegal in or outside Oman. If you do so, we may cancel your Credit Card immediately and may report you to the relevant authorities. You will be responsible for any unlawful use and you may be required to reimburse us or Visa or MasterCard for any amount which we or they incur as a result of your use.

19.6 What happens if there is a strike, industrial action, power failure, failure of supplies or equipment or any other events beyond or outside our control?

We will not be liable to you for the loss you suffer if any of these events happen. These events may mean that we cannot send you a statement. You will still be liable to pay us any outstanding amounts, even if we are unable to send you a statement.

19.7 Can you transfer my Credit Card to a different bank?

We can transfer our rights and/or obligations in relation to your Credit Card to someone else. If we do this, it will not affect your rights and/or obligations. If we are considering transferring your Credit Card we may share your personal information with third parties in relation to the transfer.

19.8 Can I transfer my Credit Card balance to another bank?

Yes you may transfer your Credit Card balance if another Bank is willing to accept this balance. Please contact us to understand the process. You may not, however, assign your rights and obligations under this Agreement to anyone else.

19.9 Who does the Credit Card belong to?

It is our property at all times.

19.10 How will you send me notices?

If we need to send you a notice under this Agreement, for example, if we are varying the terms, we may send you notice by one of the following methods – SMS, Personal Internet Banking message, notice on our public website, letter or email. For any notices addressed to you personally we will use the last contact details you notified us of and this will be a valid notice, even if those details have changed.

19.11 What law applies to this Agreement and where would a legal dispute be settled?

In the event of a dispute between us, we both agree to settle our dispute in the Courts of Oman. The laws of Oman will apply to these Terms and how we dealt with you before we opened your Credit Card Account.

19.12 Is this Agreement in Arabic or English?

This Agreement is in English and Arabic. We will communicate with you in English. In the event of a conflict between the Arabic and English, the Arabic prevails.

20. How can I complain?

20.1 How can I complain?

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition, we will take steps, where appropriate, to prevent a recurrence. Please allow your branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints please contact us at customer.experience@hsbc.com.

If we are unable to resolve your complaint to your satisfaction you can escalate further, please refer to the complaints and feedback section on our website www.hsbc.co.om.

These terms are issued by HSBC Bank Oman SAOG, PO Box 1727, Postal Code 111, CPO Seeb, Sultanate of Oman and regulated by Central Bank of Oman.

GLOSSARY

Authorities

includes Royal Omani Police, Capital Market Authority, Diwan of Royal Court and any judicial, administrative, public or regulatory body, any government or government ministry or department, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

Balance Transfer

means a transfer to the Credit Card Account of an amount you owe another lender (who is not a member of the HSBC Group) or such other transactions as we tell you are to be treated as a Balance Transfer.

Cardholder

means you, if we have agreed to open and maintain a Credit Card Account in the country in your name and to issue to you a Credit Card (and/or a Supplementary Card at your request) to operate that Credit Card Account.

Cash Advance

means any cash withdrawal, purchase of travellers cheques or foreign currency, money order or transfer made at your request (excluding Balance Transfers).

Compliance Obligations

means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

Connected Person

means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to any guarantor, any beneficial owner, trustee, settlor or protector of a trust, any account holder of a designated account, any payee of a designated payment, your representative, agent, attorney, guardian or nominee, any person with whom you hold a joint account (means an account that you hold jointly with other people), any supplementary card holder, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

Credit Card

means any MasterCard or Visa credit card issued to you at any time or to a Supplementary Cardholder under this Agreement and references include any numbers or details that allow use of the credit card without physically presenting it where the context requires.

Credit Card Account

means any account we open and maintain in the Cardholder's name to which Credit Card Transactions for a Credit Card are posted (including Credit Card Transactions arising through the use of any Supplementary Card) together with any other liabilities of the Cardholder or Supplementary Cardholder arising under these Terms and Conditions.

Credit Card Features

means any takaful/insurance product (including but not limited to Purchase Protection, Travel Protect/Travel Insurance, Credit Shield Plus, Secure Wallet, etc), special payment terms or facilities (including but not limited to Flexi Instalment Plan, Easy Cash (if available), Easy Pay or Credit Card Payments such terms are explained in our Credit Card promotional material available at any of our branches or on our website), or general product benefits (including but not limited to travel benefits, valet benefits, special offers and promotions) we offer, or make available, to the cardholder from time to time in conjunction with the cardholder's use of a Credit Card or Credit Card Account.

Credit Card Transactions

means the purchase of goods and/or services, cash advances, Balance Transfer, Easy Cash (if available), fees and charges effected or derived by the use of the Credit Card, Credit Card number and/or Credit Card Account.

Customer Information

means your Personal Data, confidential information, and/or Tax Information, or that of a Connected Person.

Easy Cash (if available)

means a transfer of a portion of your credit limit in cash to your bank account(s) within Oman.

Financial Crime

means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

Financial Crime Risk Management

means any action required to be taken by us and members of the HSBC Group, to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime. Such action may include, but is not limited to:

- (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf;
- (b) investigating the source of or intended recipient of funds;
- (c) combining Customer Information with other related information in the possession of the HSBC Group; and/or
- (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.

FIP

means a flexible instalment plan.

Foreign Currency Transaction

means any transaction in a currency other than your billing currency. Unless you agree that the currency conversion is done at the point of sale, or withdrawal and agree the rate at that time, for example with the shopkeeper or on the ATM screen.

Laws

include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

MyRewards

means the value expressed in the form of units credited to the MyRewards activity statement issued by Rewards Management Middle East Free Zone LLC.

MyRewards Terms & Conditions

means The Terms & Conditions issued by Rewards Management Middle East Free Zone LLC and in force from time to time which govern the award and redemption of MyRewards.

Omani Rials

means the currency of Oman and "OMR" means the same thing when used in these Terms. "Foreign currency" means any currency which is not Omani Rials.

Personal Data

means any information relating to individuals and corporate entities from which they can be identified.

PIN

means the Personal Identification Number provided for use with the Credit Card.

Purchase

means any transaction under which payment for goods and/ or services is made by use of the Credit Card or the Credit Card Number.

Services

includes (a) providing you with a Credit Card, processing applications, credit and eligibility assessment, and (b) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

Supplementary Card

means an additional Credit Card we issue at your request to a Supplementary Cardholder to use in conjunction with the Cardholder's Credit Card and corresponding Credit Card Account.

Supplementary Cardholder

means the holder of the Supplementary Card as authorised by the Cardholder.

Tax Authorities

means Oman or foreign tax, revenue or monetary authorities, in existence now and in the future.

Tax Information

means documentation or information about your tax status.

Telephone Banking

means the HSBC telephone banking service provided to you through our call centres. You can register to use Telephone Banking by calling us. There are separate terms and conditions for using Telephone Banking, which can be found at www.hsbc.co.om.

Terms

means these HSBC Credit Card terms and conditions as may be amended from time to time.

Unauthorised Transaction

means any use of your Credit Card by a person other than you, who does not have actual, implied or apparent authority for such use and for which you received no benefit.

We, our, us

refers to HSBC Bank Oman SAOG, and includes its successors and any person to whom it has assigned its rights under this Agreement.

Issued by HSBC Bank Oman S.A.O.G., P.O. Box 1727, PC 111, Seeb, Sultanate of Oman.

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