Business Charge Card Terms and Conditions

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These terms and conditions govern your use of your business charge card provided by HSBC Innovation Bank Limited ("HSBC Innovation Banking") and should be read in conjunction with the banking terms and conditions (which can be found at www.hsbcinnovationbanking.com/business-charge-card-terms-and-conditions) and which are incorporated into, and form part of, these terms and conditions unless stated otherwise.

HSBC Innovation Banking is committed to making its website and related documents accessible to everyone. Learn more at www.hsbcinnovationbanking.com/en-gb/accessibility.

About us

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We shall refer to HSBC Innovation Bank Limited as "HSBC Innovation Banking", "we" or "us" throughout the rest of these charge card terms and conditions (these "terms and conditions" or the "business charge card terms and conditions").

You can contact us in the following ways:



by emailing us at innv-ukclientservices@hsbc.com



by telephone on 0800 023 1441 (or on +44 (0) 207 367 7881 if calling from outside the UK) by visiting our website at www.hsbcinnovationbanking.com/contact us



by writing to us at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR

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Section 1: General Terms and Conditions

1. Use of your Business Charge card

- 1.1 You must have a relevant account with us in order to be issued a card. Business charge cards can be issued in Sterling, Euro or us Dollar.
- 1.2 These terms and conditions, together with the **banking terms and conditions**, govern the use of the **charge card**. It is therefore important that **you** read these terms and conditions carefully and thoroughly.
- 1.3 You must complete and sign a banking business payment card customer application pack to request a card. You can apply for additional cards by completing and signing the additional cardholder section of the banking business payment card customer application pack or via MiVision.
- 1.4 By applying for a cardholder to receive a card linked to your charge card account, you authorise each cardholder to use the card and to authorise card transactions on your behalf.
- 1.5 You must ensure that:
 - (a) all cardholders provide correct address details for delivery of the card and sign the card immediately on receipt;
 - (b) the card may only be used by the cardholder for the duration of the period indicated on the card and in accordance with these terms and conditions and the banking terms and conditions;
 - (c) each cardholder only uses their card for business purposes;
 - (d) each cardholder notifies us of changes to their card delivery address;
 - (e) the card is not used by anyone other than the cardholder, who will not disclose any security credentials relating to the card to anyone else; and
 - (f) all cardholders comply with any instructions we give in relation to the safekeeping and security of a card and any security credentials and do all that they can to make sure that any card and any security credentials are kept secure.
- 1.6 We will issue each cardholder with a PIN for use with the card. You must ensure that:
 - (a) each **cardholder** takes all reasonable steps to keep the **PIN** and any other security information safe;
 - (b) each cardholder does not disclose the PIN or any other security credentials to anyone else or allow anyone else to use it (including staff at HSBC Innovation Banking, who will never ask a cardholder for their PIN); and each cardholder does not write down the PIN on the card or on anything which is kept with the card.
- 1.7 If any cardholder wishes to change their PIN, they can do so by following the instructions to change the PIN at any ATM that displays the MasterCard® or Visa® symbol.
- 1.8 We may cancel or suspend the use of a card at any time if we suspect that any cardholder is using the card fraudulently or in an unauthorised manner. We may also suspend the use of a card:

- (a) if we are concerned about the security of your charge card account and any card(s) we have issued to a cardholder;
- (b) if we have grounds to believe there is a significant risk that you may have difficulty in repaying the sums owed under these terms and conditions or the banking terms and conditions;
- (c) if you have terminated your agreement with us in accordance with clause 6 of Section 1 of the banking terms and conditions and/or clause 11 of these terms and conditions; or
- (d) to prevent fraud, money laundering, terrorist financing or any other crime or to discharge our obligations under
- (e) applicable laws (including those concerning financial crime).
- 1.9 We or our representatives will advise you, in advance if possible, by email, telephone or text message of the reasons for any cancellation or suspension under clause 1.8 above unless:
 - (a) it would be unlawful to do so; it would not be permitted by any relevant government, regulator or international body; or
 - (b) we reasonably think that doing so would undermine our security measures.

The method of communication **we** use will depend on the circumstances. In cases of fraud or unauthorised access where **we** contact **you** by telephone, **you** will be required to go through identification and verification checks.

- 1.10 If we cancel or suspend the use of a card as described in clause 1.8 above, the whole of the outstanding aggregate balance on your charge card account due to us will immediately become due and payable without notice.
- 1.11 You may terminate the authority of a cardholder to use a card by informing us immediately by:
 - (a) telephoning **us** 0800 023 1062 from within the UK or +44 (0) 207 367 7852 from outside the UK; or
 - (b) via MiVision,

and by cutting the **card** in half through the chip and magnetic strip.

UNAUTHORISED SPENDING

- 1.12 The use of a charge card does not give you an automatic overdraft or any other form of credit. If a card transaction would cause a cardholder to exceed the agreed card limit for the charge card, we may refuse to process that card transaction. If we agree to honour any unauthorised spending, we may charge additional fees and charges, as well as interest, on this portion of your aggregate balance. These fees and charges are set out in our card tariff.
- 1.13 We may, at any time, demand that you immediately pay all money owed to us.

2. Making and Stopping Payments

2.1 A cardholder may use their card, together with their security credentials, to make withdrawals and payments (a card transaction) up to an agreed card limit.

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- 2.2 When a cardholder uses the card to make a card transaction, it will be regarded as having been authorised by you unless you have notified us that the card transaction was not authorised by you in accordance with clause 3.11. The authorisation of a card transaction can include authorising a single transaction, a series of recurring transactions or pre-authorising a future transaction of a certain or uncertain amount. We will apply multi-factor authentication procedures to certain card transactions, including the use of **OTP**s or biometric authentication. Where applicable, we will send a unique OTP to your registered number(s). You must notify us if your registered number(s) or the associated device (such as your/ a Cardholder's mobile phone) is lost or stolen. You must take, and ensure that Cardholders take, all reasonable precautions to prevent the unauthorised use of your registered number(s) to enter the OTP or other security credentials when requested by us.
- 2.3 Your card transaction will be properly authorised when:
 - (a) the **cardholder** inserts the **card** into an **ATM** and enters the **PIN** to make a request for a cash advance;
 - (b) the cardholder enters a PIN or provides the security code, or signs a sales voucher at a point of sale with a permitted retailer;
 - (c) the cardholder presents the card at a payment device which does not require signature or PIN to authorise the transaction; or
 - (d) for online card transactions the cardholder will be required to complete the relevant authentication procedures required to properly authorise a transaction, which may include the use of an OTP or biometric authentication.
- 2.4 If you authorise a card transaction where the final billed transaction amount isn't known at the point of that authorisation, the amount of funds specified in your authorisation will be blocked on your account and cannot be spent. This block will be removed:
 - (a) when the merchant sends through a cancellation;
 - (b) if the merchant doesn't send through a cancellation, within 30 days of the date the authorisation was made;
 - (c) when the merchant sends through a request for payment against the authorised amount (and if the final billed amount is within a pre-defined limit of the amount of **your** initial authorisation, **we** will release the remaining blocked funds immediately); or
 - (d) if you pay the merchant the full amount via another payment method, when the merchant sends through a cancellation or, if no cancellation is sent, within 30 days of the date the authorisation was made.
- 2.5 **Cardholders** can use their **cards** to withdraw cash up to a daily limit that **we** will agree with **you**. Using a **card** to withdraw cash will attract specific charges. **You** should refer to our **card tariff** for more information. If a **cardholder** uses their **card** to withdraw cash from another bank, **ATM** operator or bureau de change, there may be additional charges.
- 2.6 When a **cardholder** withdraws cash on their **card**, **we** will debit the amount withdrawn (and any additional charges which may apply) from **your charge card account**.

- 2.7 We will debit the amount of each card transaction to your charge card account when we receive it. You will be liable to pay us for all amounts so debited. You are also liable to pay all charges debited in accordance with these terms and conditions and any other applicable terms and conditions, including the banking terms and conditions.
- 2.8 If you or another cardholder makes a card transaction in a foreign currency, we will charge the amount to the currency the card is billed in at the relevant exchange rate using the Visa® or MasterCard® exchange rate (available at visaeurope.com or mastercard.com). We add a foreign exchange administration fee (as set out in the card tariff) to the Visa® or MasterCard® exchange rate and this fee is identified separately from the exchange rate for the card transaction both of which are shown on your statement for your charge card account. The day the currency conversion is carried out may be after the day the card transaction was carried out.
- 2.9 We receive a card transaction when we receive the instruction from MasterCard[®] or Visa[®].

3. Payments and Statements

CHARGE CARD PAYMENTS

- 3.1 We will aggregate all card transactions made on your charge card account each month and inform you of the aggregate balance on your monthly statement (see 3.13 to 3.16 below).
- 3.2 Payments may be made by:
 - (a) direct debit from your account;
 - (b) an electronic cash transfer from your account; or
 - (c) payment from another bank account.
- 3.3 Direct debits will be credited to your charge card account on the same day we receive them if it is a business day, and if it is not a business day or a direct debit payment is received after any applicable cut off time on the business day, the next business day. A failure to make full payment by the payment date will result in additional charges being applied to your charge card account in accordance with clause 6 below, and as set out in our card tariff. Similarly, where a payment is made by you, but that payment is returned unpaid to us from the relevant financial institution, we may levy a returned payment fee, in accordance with our card tariff.
- 3.4 When you receive a statement from us indicating the aggregate balance on your charge card account for a particular month, this will constitute a proper demand for payment. You are liable to make full payment of the amounts outstanding on your charge card account by the payment date, which shall be 25 days after the date of your card statement.
- 3.5 All payments will only take effect when we receive those amounts from you in the currency of the outstanding sum and we may apply these amounts against the card transactions and any charges in such order as we may decide from time to time. Direct debits will be credited to your charge card account on the same day we receive them if a business day, and if not a business day, or received after any applicable cut off time on the business day, the next business day.

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3.6 If, in the absence of circumstances beyond our control, we do not apply payments from you to your charge card account in accordance with clause 3.5 above, we will endeavour to correct this as soon as possible to ensure your charge card account is properly credited. We will refund any interest or charges incorrectly applied to your charge card account, which would not have been applied if we had complied with our obligation in clause 3.4.

STATEMENTS

- 3.7 If you are using MiVision, we will enable a service which allows your statements to be provided to You via MiVision.
- 3.8 You will see the card transactions made by each cardholder on the statement we make available to you.
- 3.9 You should carefully check your statements when they are made available to you and let us know without delay if you do not agree with any entry or become aware of an unauthorised card transaction or any card transaction which has been incorrectly processed.
- 3.10 If you are a micro-enterprise and do not advise us of an error within 13 months of the day a card transaction has been deducted from your charge card account, you may not be entitled to a refund or to have any such errors corrected. If you are not a micro-enterprise, you must advise us of an error within 60 days of the day a card transaction has been deducted from your charge card account or you may not be entitled to a refund or to have such errors corrected.
- 3.11 If you think a card transaction has not been authorised by a cardholder, you should contact us as soon as possible on:
 - (a) 0800 023 1062 from within the UK or +44 (0) 207 367 7852 if ringing from outside the UK; or
 - (b) via MiVision.

This notification requirement applies in all such circumstances. If we need to investigate a card transaction on your charge card account, you and any relevant cardholder should cooperate with us and, if we need to involve them, the police or other appropriate authority.

STOPPING PAYMENTS

- 3.12 We shall have the right to refuse to execute a card transaction on reasonable grounds, including:
 - (a) any reason set out in clause 1.8;
 - (b) the suspected unauthorised or fraudulent use of a card, including if we are unable to authenticate a card transaction using your security credentials;
 - (c) if a card transaction has not been made in accordance with the instructions on your bank mandate or by an online user on MiVision in accordance with clause 18 of Section 2 of the banking terms and conditions; or
 - (d) if a **card transaction** relates to any credit advanced to **you**, **your** inability to repay any credit advanced to **you**.
- 3.13 We may also refuse to execute a card transaction for any other reason, but if we do so, we will notify you of the refusal, the reasons for the refusal (unless we are prevented from doing so by

law) and, if factual errors led to the refusal, a chance to rectify those factual errors.

ACCOUNT INFORMATION SERVICE PROVIDERS

3.14 Subject to the other provisions of these terms and conditions, we may enable you to access your charge card account using an account information service provider or have a card based payment instrument issuer check whether there are sufficient funds in your charge card account. If we enable this service, we may provide you with separate terms governing its use.

4. Refunds: Micro-enterprises

4.1 If you are a micro-enterprise this clause 4 applies to you.

HIGHER THAN EXPECTED CHARGES

- 4.2 We will refund the full amount of any card transaction to your charge card account (and, where applicable, restore your charge card account to the state it would have been in had the card transaction not taken place) if:
 - (a) when a cardholder authorised the card transaction, the cardholder did not specify the exact amount of the card transaction;
 - (b) the amount of that card transaction exceeded the amount that the cardholder could have reasonably expected it to be, taking into account the cardholder's previous spending pattern, these terms and conditions and the circumstances surrounding the card transaction provided that a cardholder has not acted fraudulently or deliberately failed or been grossly negligent in failing to comply with these terms and conditions or any other terms and conditions which may apply;
 - (c) the card transaction was made in the UK, or the payment was a SEPA transfer of funds; and
 - (d) the **cardholder** requests a refund within 8 weeks from the date on which the funds were debited.
- 4.3 However, **you** will not have the right to request a refund under clause 4.2 above if:
 - (a) the cardholder has directly given their consent to us for the card transaction; and
 - (b) if applicable, the information on the card transaction was provided or made available to the cardholder in writing, by email or by telephone at least four weeks before the due date of the card transaction.
- 4.4 We may require you or any cardholder to provide us with further information as we reasonably consider necessary to ascertain whether you are entitled to a refund under clause 4.2. In any event, we will inform you or the relevant cardholder of whether a refund will be given or the reasons for refusing such a request for a refund within 10 business days of receiving any further information as we may require (or, if we do not require any further information, 10 business days from the date of the request for a refund). If we refund you under clause 4.2 above, we will pay / refund any applicable interest / charges as of the date on which the funds were debited and this will be applied to your charge card account within 2 business days of informing you that a refund will be given.

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INCORRECTLY EXECUTED PAYMENTS

- 4.5 Where a card transaction has been authorised by a cardholder, we are responsible for making the payment in accordance with your instructions. Subject to clause 4.6 below, we are liable for the correct execution of the card transaction unless we can prove that the recipient's bank has received the payment within the maximum processing time for that payment method as set out on our website at www.hsbcinnovationbanking.com/payments-and-fx-cutoff-times. If we cannot prove this to you, we will:
 - (a) refund the amount of the card transaction to your charge card account;
 - (b) restore your charge card account to the state it would have been in had the payment transaction been executed correctly; and
 - (c) refund any charges and interest which **you** are required to pay as a direct consequence of the incorrect execution of the **card transaction**.
- 4.6 However, we will not be required to refund you in connection with any incorrectly executed payment and, where applicable, restore your charge card account under clause 4.5 above unless you notify us within 13 months from the day the relevant payment should have been executed.
- 4.7 If we are not responsible for an incorrectly executed card transaction and we can prove that the recipient's bank has received the payment in accordance with your instructions, they will be responsible to their customer for making the payment available to them or crediting their customer's account as applicable.
- 4.8 If **you** ask **us** to, **we** will make immediate efforts to trace an incorrectly executed payment and inform **you** of the outcome.
- 5. Refunds: Customers other than Micro-enterprises
- 5.1 If you are not a micro-enterprise this clause 5 applies to you.
- 5.2 If a cardholder tells us that a card transaction which has been deducted from your charge card has not been authorised by the cardholder, we will investigate the payment.
- 5.3 If we are satisfied that (i) any cardholder has not acted fraudulently or negligently, (ii) all relevant cardholders have specifically complied with clauses 1.5 and 1.6 and with all other relevant terms and conditions and (iii) you are entitled to a refund under these terms and conditions or the available evidence proves that the payment has not been authorised by the cardholder, we will refund your charge card account with the amount of the card transaction (or, where appropriate, the part of the card transaction that was unauthorised) or, where applicable, restore your charge card account to the state it would have been in had the payment not been deducted.
- 5.4 If a retailer is responsible for refunding a **card transaction** to **your charge card account**, **we** will only credit **your charge card account** with the amount of the refund when **we** have received the proper voucher or other satisfactory confirmation from the retailer.

6. Charges

6.1 Full details of our charges and interest rates applicable to our business **charge card** can be found on **your tariff. We** are entitled

to change our charges at any time in accordance with clause 9.1 below.

6.2 If we refund any fees or charges to your charge card account, after a notification from you that the fees and/ or charges were incorrectly levied and subsequently learn that the charges were correctly applied by us, we will charge interest on such refunded fees and/or charges, for the period that they were refunded.

7. Lost and Stolen Cards

7.1 You must take all reasonable precautions to prevent the unauthorised use of any card, including providing up to date cardholder delivery address details. If any card is lost or stolen or could be misused or if someone other than the cardholder knows the PIN or other security credentials, you must contact us immediately on 0800 023 1062 from within the UK or +44 (0) 207 367 7852 from outside the UK.

This notification requirement applies in all such circumstances. We may ask you to send us written confirmation within 7 days. If you have notified us under this clause 7.1, you may request a copy of this notification at any time during the 18 months following your notification.

- 7.2 If any card is lost, stolen or misused, we may disclose any relevant information to the appropriate authorities to assist them in retrieving the card(s) or investigating the loss, theft or misuse. Any relevant cardholder must give us all the information they have, regarding the loss, theft or misuse of the card(s) or disclosure of the PIN or security code. You and each cardholder must also take all reasonable steps to help us and the appropriate authorities to retrieve the card(s).
- 7.3 Should a card, which has been reported lost or stolen, be retrieved, the cardholder must not use the card. The card must be cut in half, through the magnetic stripe and electronic chip.
- 7.4 In the event that a card is lost or stolen, we will cancel that card as soon as practicable upon being notified that it is lost or stolen. We will replace the lost or stolen card as soon as possible, and reissue it to the relevant cardholder unless we receive prior notification from you not to do so.

8. MiVision

- 8.1 When you open your charge card account we will enable online user access to MiVision in accordance with your banking business payment card customer application pack.
- 8.2 By using the MiVision and agreeing to these terms and conditions, each of the individuals designated as an online user (on your banking business payment card customer application pack, through MiVision or otherwise), including the card administrators, users and cardholder, shall be specifically authorised by you to undertake the actions of such online user on MiVision.
- 8.3 You agree to be bound by any transaction conducted by an online user (including card administrators, users or cardholder) of your charge card account (including without limitation, requesting the issuance of Cards and the subsequent use of the card by the user or a third party).
- 8.4 You may be unable to access MiVision if the relevant online users with card programme access are removed.

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- 8.5 By accessing MiVision you agree on your own behalf and on behalf of each of the card administrators, users and cardholders to be bound by all the terms and conditions contained in MiVision and/or in any agreement with a third party portal provider (if applicable).
- 8.6 You acknowledge and agree that:
 - (a) in using MiVision, you shall be bound by all actions of the card administrator or cardholder taken in respect of your charge card account and ratify hereby (and, at any time on our request, shall ratify and confirm) all actions of the card administrator or cardholder taken on your behalf;
 - (b) whenever you instruct us to provide the card administrator or cardholder with access to your charge card account via MiVision, you must notify the card administrator and cardholder of such instruction details;
 - (c) whenever the card administrator instructs us to add or amend the charge card account via MiVision, we are under no obligation to notify you;
 - (d) you shall, ensure that the card administrator and cardholder shall: (i) keep security credentials issued to them for MiVision confidential and secure from unauthorized use; (ii) comply with all directions issued by us or the third party portal provider (as applicable) pertaining to such security credentials and/or MiVision; and (iii) immediately notify us or the third party portal provider (as applicable) if you suspect that a security credential has been compromised;
 - (e) where MiVision is provided or operated by a third party portal provider, neither we nor any member of the HSBC group shall be liable for any loss resulting from your card administrator's or a cardholder's use of or access to MiVision or from the acts or omissions of the third party portal provider. We make no representations or warranties with regard to MiVision express or implied, and
 - (f) we or the third party portal provider (as applicable) can immediately limit or suspend your, a card administrator's or a cardholder's access to and use of MiVision where we: (i) are of the opinion that the terms and conditions referred to in clause 8.5 have been breached; or (ii) determine that such action is appropriate, desirable or necessary due to any person's use or actions in connection with the use of MiVision.
- 8.7 **You** hereby provide the following consents:
 - (a) We are permitted to disclose any customer information relating to your charge card account to the card administrator and any communication to the card administrator regarding the charge card account, will constitute notice to you; and
 - (b) we are permitted to disclose customer information including information relating to your charge card account to any third party nominated by you. We are entitled to continue to share information with such third parties until you or the card administrator submits instructions to terminate such arrangement. We shall not be responsible for the section of such third parties nor shall we be liable for any losses as a result of such arrangement.
- 8.8 You hereby indemnify us against any loss, damages, liability, costs, claims, demands and expenses incurred by us of any kind when

acting in accordance with instructions from the **card** administrator in relation to **your charge card account**.

8.9 You confirm that the appointment of the card administrator and all of the above consents in this clause 8 shall remain in full force and effect until we have received written notice of revocation of such appointment from you in form and substance acceptable to us and we have had a reasonable opportunity to act on it.

9. Variation

- 9.1 We may vary these terms and conditions at any time by giving you written notification of the changes at least 2 months before the change comes into effect (unless required sooner to comply with our legal or regulatory obligations) and we will do so in accordance with clause 13.38 of Section 1 of the **banking terms** and conditions. We may provide you with less notice of a variation to these terms where the changes are favourable to you or neutral.
- 9.2 If you object to any of these changes, you must tell us within 2 months of receiving notice of the change. If we do not hear from you before the change comes into effect, then you will be deemed to have accepted the change.
- 9.3 If you give us notice that you object, then the changes will not be binding on you and we will treat such notice as a request to terminate these terms and conditions in accordance with clause 11.

10. Liability

- 10.1 You will be liable for all amounts arising from, or in connection with, the use of a **card** by a **cardholder** which is in breach of these terms and conditions.
- 10.2 We will not be liable if any retailer, bank, ATM or other machine will not accept your card.
- 10.3 Unless you, a card administrator, user or a cardholder have acted fraudulently, you will not be liable for any losses in respect of unauthorised card transactions arising after you have notified us in accordance with clause 7.1 above of the loss, theft, misappropriation or unauthorised use of any card, PIN or security code.
- 10.4 You will be liable for all unauthorised card transactions on your charge card account, if we can show that you (or any cardholder, who uses a card with your authority) have acted fraudulently.
- 10.5 You will also be liable for all losses arising from card transactions on your charge card account if we can show that you have intentionally breached or been grossly negligent in relation to, your obligations set out in clauses 1.5 and 1.6, save to the extent that:
 - (a) **we** did not apply multi-factor authentication procedures to the relevant **card transaction** where required under these terms and conditions and/or applicable law; and/or
 - (b) the unauthorised **card transaction** occurred after **you** had notified **us** in accordance with clause 7.1.
- 10.6 If you do not provide us with correct details (including up to date mobile number for us to contact you on for the purposes of the OTP or other security credentials) which we need to execute a card transaction we will not be liable if that card transaction is

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not executed or not properly executed. However, **we** will use all our reasonable efforts to recover the payment and correctly execute the **card transaction** (if it has not been properly executed), although **we** reserve the right to charge **you** a fee to cover our reasonable costs for doing so.

If **you** are a **micro-enterprise** the following provisions (clauses 10.7 to 10.11) apply **you**:

- 10.7 Subject to clause 3.10 above, where **You** have told Us, in accordance with clause 3.11 above, that there has been an unauthorised **card transaction** on **your charge card account**, **we** will:
 - (a) refund the amount of the card transaction and any charges directly incurred on the relevant charge card account as a result of the card transaction; and
 - (b) where applicable, restore your charge card account to the state it would have been in had the card transaction not taken place, if the card transaction was in fact unauthorised. Other than this, we will not be liable to you any further for an unauthorised card transaction.
- 10.8 However, we will not be required to refund any unauthorised card transaction and, where applicable, restore your charge card account under clause 10.7 above unless you notify us within 13 months from the day the relevant payment was deducted from your charge card account.
- 10.9 Subject to clause 3.10 above, if we fail to correctly carry out an instruction from you to make a payment order (for example, when you set up a direct debit arrangement from your account to your charge card account) and we cannot prove that we have made the payment instruction in the correct amount and with the correct beneficiary details, we will, upon becoming aware of such failure:
 - (a) correctly re-transmit the payment order;
 - (b) restore your charge card account to the state it would have been in had the payment order been executed correctly; and
 - (c) refund any charges and interest on **your charge card account** which **you** are required to pay as a direct consequence of the incorrect execution of the payment order.

If you are not a micro-enterprise the following provisions (clauses 10.10 and 10.11) apply to you.

- 10.10 Subject to clause 3.10 above, if you tell us in accordance with clause 3.11 above, that there has been an unauthorised card transaction on your charge card account, you will be liable for such transactions unless we are satisfied that the transaction was unauthorised. Subject to the applicable preceding sub-clauses in this clause 10 above, if the card transaction was unauthorised, we will:
 - (a) refund the amount of the card transaction to your charge card account and any charges directly incurred on your charge card account; and
 - (b) where applicable, restore your charge card account to the state it would have been in had the card transaction not taken place.

- (c) Beyond this **we** will have no further liability to **you** for an unauthorised transaction.
- 10.11 If we subsequently discover that you were not entitled to a refund, we may treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges, to your charge card account.

11. Termination

- 11.1 These terms and conditions shall terminate automatically when either you or we close your charge card account or your account, in accordance with the Banking terms and conditions. If you or we terminate these terms and conditions under this clause 11, we may suspend the use of any or all cards issued to you immediately on the date of notice of termination or at such other time, to ensure that there will be sufficient funds in your charge card account to settle any amounts owed to us or any outstanding card transactions.
- 11.2 We may terminate or suspend your right to use any or all of the cards issued to you, on the occurrence of one of the following events, if we consider such event may negatively impact your ability to make payments in accordance with these terms and conditions:
 - (a) You no longer use the account, the charge card account or the cards for business purposes or change the nature of your business;
 - (b) any information you have given us is, or becomes, inaccurate or changes materially before you sign the agreement of which these terms and conditions form part or at any point thereafter and where such information was relevant to our decision to offer you a business charge card;
 - (c) You do not make a scheduled payment by the relevant payment date;
 - (d) material litigation is commenced against you;
 - (e) any new charge (whether fixed or floating), mortgage, pledge, lien, assignment or other security interest exists over your account or you assign any income or other receivables due to your business, in each case without our consent;
 - (f) without our consent, you sell or lease or dispose of your business or any part of it, its property, assets or income;

(g) any of the following apply to you:

- (i) you are unable to meet your debts as they fall due;
- (ii) you cease to carry on business, stop payment of your debts or any class of them or enter into any compromise or arrangement in respect of your debts or any class of them; or any step is taken to do any of those things; or
- (iii) you are dissolved, wound up or enter into liquidation, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors, any analogous or similar procedure in any jurisdiction other than England or any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction; or any step is taken by any person with a view to any of those things.

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- 11.3 All cards issued to you belong to us. If we ask you to destroy a card, you must do so immediately, by cutting the card in half through the magnetic strip and chip.
- 11.4 After these terms and conditions are terminated, we can continue to deduct the amount of any card transactions from your account and you will still be liable to repay any amounts owing under these terms and conditions.

12. Use of your Information

12.1 If we disclose any information relating to you, or a cardholder or other representative, including in accordance with clause 7.2 above, we will use this information in accordance with our banking terms and conditions.

13. Governing Law and Jurisdiction

13.1 These terms and conditions (and any non- contractual obligations connected with them) are governed by and construed in accordance with the laws of England and Wales. You irrevocably submit to the jurisdiction of the English courts, which have jurisdiction over any claims, disputes or other matters (including non-contractual claims or disputes) which may arise out of or in connection with these terms and conditions.

14. Complaints

- 14.1 We aim to provide the highest level of customer service possible. However, if you experience a problem, we will seek to resolve it as quickly as possible. We will also take the steps necessary to prevent the problem happening again.
- 14.2 If you have a complaint, we've set out how it will be handled in our Complaints Handling Procedures available at www.hsbcinnovationbanking.com/regulations/legalinformation/complaints-handling.
- 14.3 If you are a micro-enterprise (or otherwise an eligible complainant as defined by the Financial Conduct Authority) and we cannot resolve your complaint to your satisfaction, you are entitled (as further explained in our Complaints Handling Procedures to refer your complaint to:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or (+44 207 964 0500 if calling from outside the UK)

Email: complaint.info@ financial-ombudsman.org.uk

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Section 2: Glossary

aggregate balance	means the sum of all payments or withdrawals made on all charge card s issued in connection with your charge card account , over the course of each monthly period
API service	means the range of account information, card based instrument issuing services and/ or payment initiation services offered by HSBC Innovation Banking through an application programming interface (an API), as amended, enhanced, modified or restricted from time to time
ATM	means an Automatic Teller Machine
bank mandate	means a document indicating who is authorised to make payments from your charge card
banking business payment card customer application pack	means the application form for applying for a charge card or virtual card
business charge card terms and conditions	means these terms and conditions
business day	means 9am to 4pm London time Monday to Friday, excluding public holidays in England and Wales.
card / charge card	means a business charge card issued under these business charge card terms and conditions and the banking terms and conditions , including any renewal or replacement card
card administrator	means an online user in MiVision with a Primary user entitlements
card based payment instrument issuer	means a legal person that is authorised by the Financial Conduct Authority to provide card based payment instrument issuing services
card limit	means the sum specified by us from time to time in writing to you , being the maximum amount of spending permitted by each cardholder , in relation to your charge card account
card tariff	means the latest list we provide to you from time to time that outlines the charges or fees that we will charge you for the provision of card s to you
cardholder	means any person who has been issued a card in accordance with clause 1.3
card details	means the 16-digit number embossed on a card
card transaction	means a payment transaction as described in clause 2.1
charge card account	means the account set up by us in your name, to which payments made by all charge card s are aggregated, and for which you are liable to make full payment, by the payment date in accordance with clauses 3.1 to 3.5 above
micro-enterprise	means an enterprise or group of enterprises of which it forms part, which at the time you enter into this agreement complies with the FCA definition of a micro-enterprise found at www.handbook.fca.org. uk/handbook/glossary/G2623.html which, in summary, employs fewer than 10 persons and has an annual turnover (or balance sheet) of less than €2 million (or its equivalent)

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MiVision	means any online services through the MiVision platform which we may make available to you to access your HSBC Innovation Banking charge card account
ОТР	means a One Time Passcode, a unique code we will use to authenticate certain card transactions
PIN	means the Personal Identification Number issued to cardholder s, or chosen subsequently by a cardholder , to use with a card to enable a cardholder to make card transaction s
third party portal provider	means a provider or operator of MiVision that is not HSBC Innovation Banking
payment date	means the date that payment is due in cleared funds to HSBC Innovation Banking Limited
relevant account	means a HSBC Innovation Banking Current Plus Account or Foreign Currency Account in GBP, EUR or USD.
returned payment fee	means the fee levied by us on your charge card account in the event that any payment is returned to us unpaid from your nominated financial institution
security credentials	means a personalised device or personalised set of procedures which you use to initiate a card transaction and may include your card and its expiry date, the PIN , security code, OTP , biometric authentication or any other personal identifier or any combination of such methods
security code	means the last 3 digits on the signature strip on the reverse of a card
us, we	means HSBC Innovation Bank Limited
you, your	means the business named as the account holder or the charge card account

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