



Terms and Conditions HSBC's Credit Card Products

1. Definition of Terms

As used herein, the following terms shall have the following meaning/s:

"CARD" – Credit Cards issued by HSBC

"CARDHOLDER" – The person to whom or for whose use a CARD is issued by the ISSUER; the term shall likewise include the person to whom a supplementary credit card is issued upon the application of the primary CARDHOLDER

"ISSUER" or "HSBC" – The Hong Kong and Shanghai Banking Corporation Limited

"CREDIT LIMIT" – The maximum outstanding balance of charges which the CARDHOLDER and his/her supplementary CARDHOLDERS are allowed to maintain at any given time subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER

"INSTALLMENT" – The facility which allows CARDHOLDERS to purchase selected goods and services from merchants using their CARD and to pay for the same, together with applicable interest and other fees, in equal monthly payments. In certain instances or promotions, ISSUER may allow the CARDHOLDER to convert cash advance transactions, existing balances on the CARD or balances on credit cards from other issuers into installment transactions, which shall be payable in equal monthly payments subject to the applicable interest and other fees.

"HSBC GROUP" means the companies wholly or partially owned by the ISSUER, its parent companies or under common ownership with it.

"TERMS AND CONDITIONS" or "AGREEMENT" – These Terms and Conditions for HSBC's Credit Card Products

2. The Card

The CARD issued is the sole property of HSBC. It is non-transferable and will be accepted at accredited merchants only when properly signed and presented by the CARDHOLDER whose name and signature are indicated on the CARD.

3. Card Replacement

Unless earlier terminated or cancelled, the ISSUER may replace the CARD from time to time.

4. Responsibility of the CARDHOLDER

The CARDHOLDER shall be liable for the amounts charged to the CARD, including cash advances, interest and all the non-refundable fees and other charges and taxes required by the government, whether made in the Philippines or abroad, and hereby agrees to accept and pay for such amounts without the necessity of proof of a signed charge slip. All charges, advances or amounts in currencies other than Philippine pesos shall be automatically converted at the time of posting to the billing currency (Philippine pesos) at VISA/MASTERCARD's foreign exchange selling rate, and shall be charged additional fees equivalent to the following: ISSUER's service fee equivalent to 1.75% of the converted sum, and reimbursement cost for the assessment fee charged by VISA/MASTERCARD to the ISSUER equivalent to 1% of the converted sum. The additional fees shall be imposed at the sole and absolute discretion of the ISSUER, and may be subject to change. The CARDHOLDER shall be informed prior to any such change. Such billing currency amount represents the amount due to the ISSUER for the ISSUER's purchase and payment on the CARDHOLDER's behalf of the foreign currency necessary to discharge the amount/s due to VISA/MASTERCARD and/or the acquiring bank and/or foreign merchant affiliate/s.

For cash advances through any designated automated teller machines (ATM) which accept the CARD, the CARDHOLDER shall be assigned a Personal Identification Number (PIN) by the ISSUER. The CARDHOLDER shall change his/her ISSUER-assigned PIN through any HSBC ATM. The CARDHOLDER shall at all times keep his/her PIN confidential and shall not, under any circumstance, disclose the same to any person or compromise its confidentiality. The CARDHOLDER agrees that all cash advances using the CARD shall be conclusively presumed to have been personally made or authorized by the CARDHOLDER.

The ISSUER may change the credit card number and/or expiry date when issuing a replacement card to the CARDHOLDER. The CARDHOLDER is solely responsible for communicating this change to any party with whom the CARDHOLDER may have payment arrangements. The ISSUER will not be responsible for any consequences arising from declined transactions, whether submitted under the old card number or otherwise.

The CARDHOLDER shall safely keep the CARD and not use the CARD after its expiry date or upon its cancellation or suspension nor permit anyone to use the CARD for any reason whatsoever.

The CARDHOLDER shall provide the ISSUER with copies of additional/updated documents that the ISSUER may reasonably require from time to time, including but not limited to copies of his/her latest Income Tax Returns (ITRs) duly stamped as received by the Bureau of Internal Revenue (BIR) and/or BIR Form 2316.

5. Joining, Subscription and Annual or Membership Fees

The CARDHOLDER shall pay the ISSUER a joining fee, subscription fee and an annual or membership fee as may be set by the ISSUER from time to time. The annual or membership fee and joining fee shall cover the administrative costs incurred by the ISSUER for the issuance and maintenance of the CARD. The subscription fee, such as mileage programme fee, allows the CARDHOLDER to enjoy the benefits of the programme subscribed to, such as redeeming miles against points under a mileage programme. The ISSUER reserves the right to alter from time to time such benefits and the credit limit without any prior notice to or consent from the CARDHOLDER. Such benefits and credit limit shall further be subject to the other terms and conditions for the use of the CARD. All paid fees indicated herein are non-refundable even if the credit privileges are suspended or terminated, or if the CARD is surrendered by the CARDHOLDER before the expiry date.

6. Supplementary Cards

The use of SUPPLEMENTARY CARDS shall be governed by this Agreement. Any reference to the CARD issued to the CARDHOLDER shall also apply to the SUPPLEMENTARY CARD(S). The CARDHOLDER shall be liable for all purchases and cash advances made, including all interest and charges incurred through the use of the SUPPLEMENTARY CARD(S), as well as for any breach by the SUPPLEMENTARY CARDHOLDER of these terms and conditions. Primary and Supplementary CARDHOLDERS share the same credit limit.

The Primary and Supplementary Cardholder shall be jointly and severally liable for any and all obligations, charges and fees under the Supplementary Cardholder's Credit Card Account, irrespective of whether the amounts were incurred with or without the knowledge or consent of the Primary Cardholder.

7. Accredited Merchants

The ISSUER has an agreement with VISA/MASTERCARD whereby the CARD shall be honored at all VISA/MASTERCARD accredited merchants worldwide at all times. However, the ISSUER shall not be liable to the CARDHOLDER if, for any reason, the CARD is not honored by the merchant or the acquiring bank, or by VISA/MASTERCARD. The CARDHOLDER agrees to hold the ISSUER free and harmless from any and all claims for damages as a result of the failure of any accredited merchant or any acquiring bank, or of VISA/MASTERCARD to honor the CARD. Further, the Bank shall not be responsible for any defective product or service purchased through the CARD. Any complaint regarding goods or services purchased using the CARD shall be referred to the merchant. This, however, shall not affect the CARDHOLDER'S responsibility or obligation to pay the outstanding balance on the CARD.

8. Co-Obligor

The CARDHOLDER shall provide upon request an acceptable CO-OBLIGOR. The CO-OBLIGOR shall be jointly and severally liable with the CARDHOLDER and his/her SUPPLEMENTARY CARD members to pay the ISSUER all obligations and charges made through the use of the CARD.

The CO-OBLIGOR shall notify the CARDHOLDER and the ISSUER in writing of his/her/its intention to withdraw as the CARDHOLDER'S CO-OBLIGOR and may be discharged subject to the condition that the CO-OBLIGOR continues to be liable for all amounts unpaid and outstanding as of thirty (30) days from receipt by the ISSUER of such written notice. Failure by the CARDHOLDER to immediately furnish a new CO-OBLIGOR acceptable to the ISSUER may result in the automatic termination or suspension of the CARDHOLDER'S privileges.

9. Loss of the Card

In case of loss or theft of the CARD, the CARDHOLDER shall immediately report such fact to the ISSUER, giving details of the place, date and circumstances of the incident and the last purchase(s) made prior to the loss or theft. The liability of the CARDHOLDER for all purchases and/or cash advances made through the use of the lost or stolen CARD shall cease only upon verbal notification by the CARDHOLDER to the ISSUER. A card replacement fee shall be charged to the CARDHOLDER to cover replacement of the CARD and the costs in disseminating information about the loss or theft.

10. Use of the Credit Limit

Upon acceptance or approval of the CARDHOLDER'S application, a CREDIT LIMIT expressed in local currency (Philippine Pesos), inclusive of a cash advance limit, shall be assigned to the CARDHOLDER which represents the maximum outstanding balance, including any installment transaction/s made using the CARD, that the CARDHOLDER and his/her SUPPLEMENTARY CARD member(s) are allowed at any given time subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER. The ISSUER reserves the right to decline or approve any transaction and/or suspend the credit card privileges of the CARDHOLDER and his/her SUPPLEMENTARY CARDS (without the ISSUER being necessarily obligated to do so) without prior notice if the CREDIT LIMIT will be or has been exceeded. The ISSUER may demand immediate payment of the amount in excess of the CREDIT LIMIT or of all amounts outstanding. The CARDHOLDER agrees to track his/her balance and is solely responsible for ensuring that it does not exceed the approved CREDIT LIMIT. In case the CARDHOLDER exceeds his/her approved CREDIT LIMIT on billing date, the CARDHOLDER shall pay the ISSUER an overlimit fee of PHP500.00 for such billing period, or such other amount as may be set by the ISSUER from time to time.

The ISSUER may limit cash advances on the CARD to an amount determined at the ISSUER'S sole discretion, without notice to the CARDHOLDER. The CARDHOLDER shall pay the ISSUER a cash advance service fee of 3% of the amount drawn or PHP500.00, whichever is higher, or such other amount as may be set by the ISSUER from time to time. In addition to the cash advance service fee, the CARDHOLDER'S cash advance transactions shall also incur finance charges at the prevailing monthly interest rate applied to the cash advance amount from the transaction date until the amount is fully paid. The CARDHOLDER shall also pay the ISSUER all other fees incurred including without limitation annual mileage programme fee and transaction retrieval fee, at the rates set by the ISSUER and as may be amended from time to time.

In case the CARDHOLDER is issued two or more cards, the CARDHOLDER understands and agrees to abide by the condition that the ISSUER may, at the ISSUER'S sole discretion, give the CARDHOLDER a separate credit limit for each of the CARD issued to the CARDHOLDER or a consolidated credit limit for all CARDS, expressed in Philippine currency (Philippine Pesos), subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER. In case of default (in the) or non-payment of the CARDHOLDER'S obligation on one or more CARDS or at the ISSUER'S exclusive option, the ISSUER may at its sole discretion demand immediate payment in full of all outstanding balances on all of the CARDS and, in addition, revoke the CARDHOLDER'S right to use all or any of such CARDS.

11. Monthly Statement and Payment of Charges

A monthly Statement of Account showing the transactions and balances in relation to the CARD will be furnished to the CARDHOLDER. This Statement of Account may be sent by mail or courier to the CARDHOLDER'S billing address, or accessed online by the CARDHOLDER via the ISSUER'S website upon enrolment by the CARDHOLDER to the ISSUER'S e-Credit Card Statement service. The CARDHOLDER agrees to examine and verify each entry appearing on a Statement of Account, reconcile it with the CARDHOLDER'S own records and immediately notify the ISSUER in writing of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections the CARDHOLDER has to that Statement of Account (collectively, "Account Irregularities"). If the CARDHOLDER fails to notify the ISSUER of such Account Irregularities within thirty (30) days from the date of the Statement of Account, the balance shown on the Statement of Account and all entries, including Account Irregularities, will be deemed correct, complete, authorized and binding upon the CARDHOLDER and the ISSUER will be released from all liability for any transaction occurring up to the date of the most recent Statement of Account except for transactions the CARDHOLDER gave notice of in accordance herewith.

The CARDHOLDER agrees to pay late payment or other charges for any unpaid amount due at a rate of 7.5% per month or PHP600.00, whichever is higher, plus any applicable taxes and charges required by the government thereon. If the Payment Due Date falls on a Saturday, Sunday or holiday, the payment shall be due the working day immediately preceding the Payment Due Date. However, notwithstanding the absence or lack of proof of service of the statement of account upon the CARDHOLDER, the latter is obligated to inquire with the ISSUER the amount, in accordance with Clause 12, the CARDHOLDER is due to pay on or before the Payment Due Date.

The fixed monthly installment amount for purchases using the installment facility of the CARD shall be posted to the CARDHOLDER's monthly statement of account as a regular transaction forming part of the total outstanding balance over the term or repayment period chosen by the CARDHOLDER. In case of pre-termination/cancellation of an existing installment transaction, the CARDHOLDER agrees to be charged a processing fee of PHP500.00 or such other amount as may be set by the ISSUER from time to time.

All other terms and conditions stated in the monthly statement of account shall form an integral part of these terms & conditions.

12. Card Payment, Delinquency, and Default

In the monthly statement of account given to the CARDHOLDER, the CARDHOLDER shall be liable to pay the Closing Balance amount shown therein. The CARDHOLDER shall have the option to pay on or before the Payment Due Date stated in the statement of account: (i) the Total Due; (ii) the Minimum Payment; or (iii) any amount in between the Total Due and the Minimum Payment. In any event, the CARDHOLDER must pay at least the Minimum Payment due, which the ISSUER must receive as cleared and available funds, on or before the Payment Due Date. All payments made by the CARDHOLDER shall be in the billing currency of the CARD. If payment is made in any other currency, the CARDHOLDER shall pay the ISSUER all exchange commissions and other charges or losses incurred by the ISSUER in converting such payment to the billing currency. Such conversion shall be effected at such exchange rate as may be solely and conclusively determined by the ISSUER at the date of entry into the CARD account. CARDHOLDER is allowed a maximum of 12 payments per day per CARD account. Any online payments made in excess of the maximum number of payments per day shall be automatically rejected by the system. Any over-the-counter payments in excess of the maximum number of payments per day shall be credited to the CARD account on the next banking day.

Payment made by the CARDHOLDER shall be applied to the CARD account on normal status in the following sequence: 1) billed membership fee; 2) billed other fees/charges such as taxes; 3) billed cash advance fee; 4) billed overlimit fee; 5) billed non-sufficient fund fees such as returned cheque fee; 6) billed late payment charge; 7) billed cash advance finance charge; 8) billed purchase finance charge; 9) billed insurance premium; 10) billed cash advance principal; 11) billed purchase principal including any applicable fixed monthly installment amount; 12) unbilled membership fee; 13) unbilled other fees/charges such as taxes; 14) unbilled cash advance fee; 15) unbilled overlimit fee; 16) unbilled non-sufficient fund fees such as returned cheque fee; 17) unbilled late payment charge; 18) unbilled cash advance finance charge; 19) unbilled purchase finance charge; 20) billed insurance premium; 21) unbilled cash advance principal; 22) unbilled purchase principal including any applicable fixed monthly installment amount; The ISSUER reserves the right to adjust, at its sole discretion, the payment application sequence for CARD account on either normal or not (on) normal status.

The unpaid balance of the Minimum Payment will be considered delinquent if unpaid after the Payment Due Date. The CARDHOLDER shall then be liable to pay late payment, finance, and other applicable charges, plus any applicable taxes required by the government thereon. Once the CARDHOLDER exceeds his/her CREDIT LIMIT or fails to pay the Minimum Payment on the Payment Due Date, the CARD account and the CARDHOLDER will be considered delinquent. In the event of delinquency or default, the CARDHOLDER authorizes the ISSUER to report and/or include his/her name in the negative listings of any credit bureau or institution.

The CARDHOLDER shall be considered in default in any one of the following events:

- a) The CARDHOLDER fails to pay on the Payment Due Date any of his/her payment obligations on one or more CARDS or other credit facilities.
- b) The CARDHOLDER'S outstanding availments exceed his/her CREDIT LIMIT.
- c) Any creditor tries, by legal process, to take the money or any property of the CARDHOLDER with the ISSUER or its subsidiary or affiliates.
- d) The CARDHOLDER applies for voluntary or involuntary relief under the Insolvency Law or other bankruptcy laws.
- e) The ISSUER believes, on reasonable ground and at its sole discretion, that it was induced by fraudulent misrepresentation to grant the CARD or any other credit facility in favor of the CARDHOLDER.
- f) The CARDHOLDER fails to observe any of the Terms and Conditions governing the issuance and use of the CARD.
- g) The CARDHOLDER fails to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which the CARDHOLDER executed or otherwise issued by the ISSUER in connection with any credit or loan facilities granted by the ISSUER or its other foreign branches or subsidiaries or affiliates, or another financial institution or other lender in favor of the CARDHOLDER.

- h) The CARDHOLDER is charged with, convicted of, or under investigation by competent government authority for violation of Republic Act 8484 (Access Devices Regulation Act of 1998), or the ISSUER has prima facie evidence to charge the CARDHOLDER with a violation of any of the provisions of the said law or the CARDHOLDER has been convicted of a crime involving moral turpitude.
- i) The CARDHOLDER dies or becomes physically or mentally incapacitated.

13. Calculation of Finance and Other Charges

If the CARDHOLDER pays the Closing Balance in full on or before the Payment Due Date and has no cash advance transactions, no finance charge shall be imposed. However, if the CARDHOLDER opts to pay the Minimum Amount Due or any amount less than the Total Due or makes a cash advance transaction, the CARDHOLDER shall be deemed as availing against his/her credit line with the ISSUER and agrees to pay finance and other charges, plus any applicable taxes and charges required by the government on such charges. The finance charges, at the ISSUER'S prevailing rate, will be levied using the average daily balance method upon the CARDHOLDER'S opening balance and all new transactions including any applicable fixed monthly installment amount within the statement period accrued from the transaction dates until the end of the current statement period. Any amount unpaid as of the Payment Date shall be deemed payable on the next Payment Due Date unless the CARDHOLDER opts to re-avail of his/her credit line for the next billing cycle by paying an amount less than the Total Due but not less than the Minimum Payment. The Minimum Amount Due shall be computed as 4% of your Total Due or Php500 whichever is higher (in addition to the current minimum payment due, it includes any overdue or overlimit amount on your account), or as may be indicated by the ISSUER on the CARDHOLDER'S monthly statement of account.

Finance charge rates and cash advance transaction fees may change and shall be advised from time to time.

14. Restraint, Suspension, Cancellation and Withdrawal or Termination

The ISSUER may at its exclusive option and without prior notice to the CARDHOLDER, restrain, suspend, cancel and withdraw or terminate any CARD issued and/or its privileges at any time for whatever reason including without limitation the CARDHOLDER'S default, non-payment, financial incapacity, change in personal and/or economic circumstance, change in residency status or country or territory of stay, failure to provide additional documents requested by the ISSUER, misrepresentation, and fraud. In such cases, any outstanding credit availment as of the time of the restraint/suspension/termination shall be considered due and demandable without need of notice to the CARDHOLDER. The ISSUER, at its sole discretion, may initiate collection from the CARDHOLDER of the Closing Balance and all unposted availments in full, and/or refer collection to a third party. If collection of any unpaid or past due amount is referred to a collection agency and/or enforced through court action, the CARDHOLDER agrees to pay the costs of collection, and/or attorney's fees equivalent to 25% of the unpaid balance (including all finance and penalty charges), in addition to whatever damages that may be suffered or incurred by the ISSUER. The CARDHOLDER agrees to hold the ISSUER free and harmless from any claim for damages arising from such restraint, termination, withholding or suspension. Continued use of the CARD after termination or cancellation or non-issuance of replacement CARD by the ISSUER is deemed fraudulent. The ISSUER reserves the right, at its sole and absolute discretion, to restore the CARD and/or its privileges, whether or not the circumstances giving rise to the restraint, suspension, cancellation, withdrawal or termination have ceased or have been rectified.

The CARD shall be terminated by the ISSUER without prior notice upon the death, bankruptcy, or insolvency of the CARDHOLDER or when the whereabouts of the CARDHOLDER become unknown to the ISSUER. The CARDHOLDER and/or his/her estate shall be responsible for paying in full and/or setting off outstanding balances and obligations under the CARD(S) and shall keep the ISSUER indemnified for all costs and expenses, including legal fees and charges, incurred in recovering and paying off such outstanding balances and obligations. In the event that any funds of the CARDHOLDER are held by the ISSUER, the ISSUER reserves the right to retain such funds for the period of at least 45 days following the CARD being cancelled or terminated and returned to the ISSUER and the CARD account being closed. If there are unpaid obligations under the CARD, the ISSUER is authorized by the CARDHOLDER to automatically apply said funds to the settlement of the unpaid obligations. The ISSUER is not precluded from availing of other remedies in case the funds are insufficient to settle the said obligation.

The CARDHOLDER may, at any time, terminate the Agreement by a written notice to the ISSUER subject to the immediate payment or settlement of any and all obligations incurred in connection with the issuance of the CARD(S). The CARDHOLDER must return to the ISSUER the CARDS cut in half. Should the CARDHOLDER choose to revolve, annual fee charges shall still apply and will be pro-rated until such time that the outstanding balance is paid in full. The CARD account(s) shall be closed only after the receipt by the ISSUER of full payment or settlement of all obligations under the CARD(S).

15. Auto-Debit Arrangement

The CARDHOLDER may opt to authorize in writing the ISSUER to charge the amount due on his/her card account against the CARDHOLDER's deposit account or any funds with HSBC by means of an automatic debit system.

16. Bonus Points

All eligible CARDS earn Bonus Points for all transactions made on the CARD excluding cash advances, charges and fees. HSBC Premier MasterCard® credit card Cardholders earn one (1) Bonus Point for every PHP5.00 spent. HSBC Classic Visa/MasterCard, HSBC Gold Visa/MasterCard, HSBC Platinum Visa, RED MasterCard and HSBC Advance credit card Cardholders earn one (1) Bonus Point for every PHP10.00 spent. Bonus Points generated by card spending of Supplementary Cardholders shall automatically accrue to the Primary Cardholder's account. Only those CARDHOLDERS whose card accounts are valid (i.e. CARD must not be delinquent, suspended, or cancelled) and in good standing will be eligible to use their Bonus Points. Such use of Bonus Points is subject to specific terms and conditions for each type of CARD. HSBC reserves the right to restrict or limit the number of Bonus Points earned on each transaction in connection with special programs, facilities and promotional activities.

Supplementary Cardholders cannot redeem Bonus Points for Rewards Items or convert to air miles unless authorized in writing by the Primary Cardholder.

For CARDHOLDERS of HSBC Classic Visa/MasterCard, HSBC Gold Visa/MasterCard, RED MasterCard, Bonus Points are valid up to two (2) years, at the end of the relevant month, from cardholder's Account Open Date. For HSBC Premier MasterCard, HSBC Platinum Visa, and HSBC Advance credit cardholders, Bonus Points earned will be valid up to three (3) years, at the end of the relevant month, from cardholder's Account Open Date.

17. Offsetting

The CARDHOLDER authorizes the ISSUER to automatically set-off any amounts due and payable under the CARD that are not paid in accordance with these Terms and Conditions, or that are demandable as a result of the happening of an event of default, against the CARDHOLDER's deposits or investments with the ISSUER or with other members of the HSBC Group, whether singly or jointly held, pursuant to Articles 1278 to 1290 of the New Civil Code of the Philippines, as amended.

18. Assignment

As an inducement to the ISSUER'S grant to the CARDHOLDER of the use of the CARD, the CARDHOLDER hereby agrees to assign to the ISSUER, effective upon the CARDHOLDER's failure to pay on the Payment Due Date his/her obligation arising from the CARDHOLDER'S use of the CARD(S), any or all monies, securities, bonds, and things of value which are now or may hereafter be in the hands of the ISSUER, and any member of the HSBC GROUP on deposit or otherwise to the credit of, or belonging to the CARDHOLDER, and the ISSUER is hereby authorized to sell at public or private sale such securities or things of value and to apply the proceeds of such sale to such obligation. In the absence of securities or things of value or if the CARDHOLDER'S outstanding balance exceeds the proceeds of sale, the CARDHOLDER hereby agrees to assign to the ISSUER any deposit the CARDHOLDER may have with any bank or financial institution, to the extent of the CARDHOLDER'S obligation to the ISSUER, and for this purpose, the CARDHOLDER hereby consents to any inquiry by or disclosure to the ISSUER, its duly authorized representative or legal counsel as to any deposit the CARDHOLDER may have with any bank or financial institution.

19. Assignment by ISSUER

The ISSUER shall, with prior notice to the CARDHOLDER, have the right to assign the CARDHOLDER'S obligations under the CARD, as well as any and all security provided by the CARDHOLDER for the CARD, to any third party or to a General Restructuring Facility. If the CARDHOLDER's account is past due, the ISSUER shall have the right to assign the CARDHOLDER'S CARD obligations and security to any third party or to a General Restructuring Facility even without giving prior notice to the CARDHOLDER. In relation hereto, the ISSUER is authorized to disclose information about the CARDHOLDER's account and credit standing to potential third party buyers as may be necessary for the proper processing and evaluation of the assignment.

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

The CARDHOLDER acknowledges that the sending of information or instructions through telephone, mobile phone text messages, telex, facsimile, e-mail or other electronic means is not fully secure and may be intercepted by third parties.

The CARDHOLDER authorizes the ISSUER to rely upon and act in accordance with any notice, information, instruction or other communication which may from time to time be, or purport to be, given by the

CARDHOLDER or in the CARDHOLDER's behalf via telephone, mobile phone text messages, telex, facsimile, e-mail, or other electronic means (the "Instructions"), which the ISSUER believes, in good faith, to have been made by the CARDHOLDER or upon his instructions or for his benefit. The ISSUER shall not be liable for any loss or damage that the CARDHOLDER may suffer as a result of the ISSUER's reliance, action, or refusal to act upon the Instructions.

The ISSUER shall be entitled to treat the Instructions as fully authorized by and binding upon the CARDHOLDER, and the ISSUER shall be entitled to take such steps in connection with or on reliance upon the Instructions as the ISSUER may consider appropriate, whether the Instructions include instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or sending of information through mobile phone text messages, telex, facsimile, e-mail, or other electronic means.

In order for the ISSUER to render prompt and accurate service, the CARDHOLDER authorizes the ISSUER to record (without the ISSUER being necessarily obligated to do so) any and all telephone conversations with the CARDHOLDER, whether initiated by the ISSUER or by the CARDHOLDER, including without limitation, the CARDHOLDER's instructions, statements, complaints, inquiries and the ISSUER's advice and reminders in relation to the CARDHOLDER's credit card account with the ISSUER. The ISSUER may use these recordings for any purpose in any proceeding. The CARDHOLDER further agrees to waive any right under The Anti-Wire Tapping Act (Republic Act No. 4200) or any amendments thereto, or any similar law or regulation.

In consideration of the ISSUER acting on the Instructions, the CARDHOLDER hereby irrevocably undertakes to indemnify the ISSUER and to keep the ISSUER indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses that may be incurred or sustained by the ISSUER of whatever nature and howsoever arising out of or in connection with the Instructions. This authorization and indemnity shall remain in full force and effect until the ISSUER receives from the CARDHOLDER a written notice terminating the same save that such termination will not release the CARDHOLDER from any liability under this authorization and indemnity in respect of any act performed in accordance with its terms prior to such termination.

21. Disclosure of Information

The CARDHOLDER hereby consents to the disclosure by the ISSUER of information about his/her account and credit standing to any of the ISSUER'S local or foreign branches, to any member of the HSBC GROUP, to other credit card companies, to other financial institutions, to a court of competent jurisdiction or a government office or agency upon their order, to credit information/investigation companies, or to third party service providers assisting the ISSUER in the administration of its credit card business or providing insurance for the ISSUER against the CARDHOLDER'S default or providing insurance for the CARDHOLDER against fraud or unauthorized use of the CARD.

22. Corrections

The CARDHOLDER agrees that the ISSUER reserves the right to investigate and confirm within a reasonable period in accordance with accepted and standard credit card business practice and procedure, as well as with existing laws and regulations any reported error or fraudulent transaction before making any corrections in the statement of account.

23. Change of Status

The CARDHOLDER shall notify the ISSUER in writing of any change in the CARDHOLDER's civil status.

24. Compliance

The CARDHOLDER shall comply with all laws and regulations related to the use of the CARD.

25. Limitation of Liability

In the event of any action which the CARDHOLDER may file against the ISSUER for any cause whatsoever, the CARDHOLDER agrees that the ISSUER'S liability shall not exceed the amount of PHP40,000.00 or the damages actually proven to have been suffered by the CARDHOLDER, whichever is lesser.

26. Separability

The enforceability and validity of this Agreement, in whole or in part, shall not be affected by the unenforceability or invalidity, whether temporary or permanent, of any particular provision of this Agreement because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period of this Agreement or for any other cause.

27. Non-Waiver of Rights

No failure or delay on the part of the ISSUER in exercising any right or power hereunder shall operate as a waiver thereof nor shall any partial or single exercise of any such right or power preclude any other right or power thereunder. No waiver by the ISSUER of any of its rights or powers under this Agreement shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative(s).

28. Amendments

The ISSUER may, without prior notice, at any time and for whatever reason it may deem proper, amend, revise or modify the terms and conditions hereof, including the CARDHOLDER'S CREDIT LIMIT. The CARDHOLDER shall be deemed to have accepted the change if the CARDHOLDER continues to retain or use the CARD.

29. Communication

The CARDHOLDER undertakes to notify the ISSUER of any additional means of communicating to the CARDHOLDER aside from what is disclosed in the credit card application, as well as any change in the CARDHOLDER's address, office or mailing address, e-mail, and telephone number. In case the mailing address is not accessible through mail or delivery, the ISSUER has the option to use the other addresses notified to ISSUER.

Notwithstanding this provision, the CARDHOLDER agrees that any communication sent to the designated mailing address shall be considered as received by the CARDHOLDER within ten (10) days after mailing.

Should the CARDHOLDER go out of the Republic of the Philippines for more than a month, the CARDHOLDER undertakes to effect timely payment on the CARD. Otherwise, the ISSUER reserves its right to restrain the CARD. If the CARDHOLDER leaves the Republic of the Philippines to take up long term or permanent residence elsewhere, all CARDS issued should be returned to the ISSUER fifteen (15) days prior to the CARDHOLDER's departure and the CARDS shall be deemed terminated and subject to the immediate payment in full by the CARDHOLDER to the ISSUER of all outstanding balances, obligations, and availments, posted or otherwise, under the CARDS.

The CARDHOLDER, pursuant to such undertaking, authorizes the ISSUER, at its discretion but without any obligation to do so, to secure information from third parties, such as but not limited to utility companies, insurers and financial intermediaries, and receive information on how the CARDHOLDER can be contacted. Should the CARDHOLDER be delinquent or be in default, the ISSUER reserves its right and the CARDHOLDER authorizes the ISSUER, at the ISSUER's sole discretion but without any obligation to do so, to pursue all means of communicating with the CARDHOLDER, including without limitation telephone messages, fax messages, mobile phone text messages, and other third party inquiries, to establish contact with the CARDHOLDER.

Unless specifically otherwise instructed by the CARDHOLDER, the ISSUER may, from time to time, inform the CARDHOLDER of its promotional offers through mail/e-mail/fax/SMS or by telephone. Specially selected products and services of its branches, subsidiaries, affiliates, agents and representatives or third parties selected by any of them and certain companies may also be offered to the CARDHOLDER through mail/e-mail/fax/SMS or by telephone.

30. Venue

The CARDHOLDER irrevocably agrees that any legal action, suit or proceeding arising out of or relating to these Terms and Conditions may be instituted, at the option of the ISSUER, in any competent court in Makati City, Metro Manila, and CARDHOLDER submits to and accepts, with regard to any such action or proceeding for itself and in respect of its properties or assets, generally and unconditionally, the jurisdiction of any such court. The foregoing, however, shall not limit or be construed to limit the rights of the ISSUER to commence proceedings or to obtain execution of judgment against the CARDHOLDER in any venue or jurisdiction where assets of the CARDHOLDER may be found.

31. Binding Effect

The CARDHOLDER's activation or use of the CARD shall be deemed as his/her acceptance of and agreement to be bound by these terms and conditions and such amendments hereof as may be made by the ISSUER from time to time.

These terms and conditions shall bind the CARDHOLDER and his/her heirs, executors and administrators, and successors and assigns.

32. Limitations

The CARDHOLDER agrees not to use the CARD for the purchase of items/goods the importation into the Philippines of which is subject to the provisions of BSP Circular No. 1389, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the CARDHOLDER agrees and warrants that the proceeds of any cash advance availments abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign exchange rules and regulations

Valid as of January 2012