

Business Charge Card Terms and Conditions

25 July 2023

FM023_11/2



HSBC Innovation Banking

Contents

Section 1: General Terms and Conditions	4
1. Use of your Business Charge card	4
2. Making and Stopping Payments	4
3. Payments and Statements	5
4. Refunds: Micro-enterprises	6
5. Refunds: Customers other than Micro-enterprises.....	7
6. Charges.....	7
7. Lost and Stolen Cards	7
8. MiVision.....	7
9. Variation	8
10. Liability	8
11. Termination	9
12. Use of your Information	10
13. Governing Law and Jurisdiction	10
14. Complaints.....	10
Section 2: Glossary.....	11

These Swift Services terms and conditions (these “**terms and conditions**”) govern **your** use of SWIFT Services provided by **HSBC Innovation Bank Limited** and should be read in conjunction with the **banking terms and conditions** (which can be found at www.hsbcinnovationbanking.com/banking-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

HSBC Innovation Bank Limited is registered in England and Wales at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR, UK (Company Number 12546585). **HSBC Innovation Bank Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 543146).

We shall refer to **HSBC Innovation Bank Limited** as **HSBC Innovation Banking**, “**we**” or “**us**” throughout the rest of these 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

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**.

- 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 **OTPs** 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**.

- 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.

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:
- refund the amount of the **card transaction** to **your charge card account**;
 - restore **your charge card account** to the state it would have been in had the payment transaction been executed correctly; and
 - 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.

- 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

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.

- 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/legal-information/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

Section 2: Glossary

aggregate balance	means the sum of all payments or withdrawals made on all charge cards 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 cards 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 cards 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)

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
OTP	means a One Time Passcode, a unique code we will use to authenticate certain card transactions
PIN	means the Personal Identification Number issued to cardholders , or chosen subsequently by a cardholder , to use with a card to enable a cardholder to make card transactions
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