



Terms and Conditions for Tokenized Transactions Using HSBC Credit Card

This document is an addendum to the terms governing your respective HSBC Credit Card variant held by the customer. These Terms and Conditions will only supplement and not supplant the Terms of Usage and any other guidelines/service rules, etc. governing the HSBC Credit Card variant issued to the customer by the Bank.

Before you store and use your existing HSBC Credit Card as a Mobile Credit Card, please read the following Terms and Conditions carefully. By registering for your HSBC Credit Card on Google-pay as a Mobile Credit Card, you shall be deemed to have read, understood and accepted the following Terms and Conditions and hereby agree to be bound by them.

These terms and conditions are applicable to Mobile Credit Card stored in the Google Pay/Token Requestor mobile application of your Eligible Device, for making following type of transactions, wherever available:

1. Tap to Pay NFC enabled POS Transactions;
2. Scan and Pay Bharat QR code based Payments at online and offline merchants; and
3. Online payment at several online merchants or where the payments services is built within Token Requestor mobile application.

The Mobile Credit Card cannot be used for transfers to bank/UPI/wallet accounts or P2P transfers (person to person transfers).

1. Definitions

Tokenization refers to replacement of actual card details with a unique alternate code called the 'token', which shall be unique for a combination of card, token requestor and device.

Token Requestor or **Mobile Wallet** is a mobile software application which works on the tokenization technology. It allows the Mobile Credit Card to be registered and stored to make payments using Eligible Device in several ways such as

- (1) Tap to Pay NFC enabled POS Transactions
- (2) Scan and Pay Bharat QR code based Payments at online and offline merchants
- (3) Payments on services built within Token Requestor mobile application
- (4) Online Payments at several Online Merchants. Token Requestor may or may not support all types of payment use cases as mention.

Card Account means the HSBC Credit Card Account referred to in the Cardholder Agreement/Terms of Usage or any other document issued by HSBC to the Cardholder/Customer.

Cardholder/Customer means HSBC Credit Card(s) holder, excluding add-on HSBC Credit Card and Corporate Cardholders.

Device Passcode means the access passcode of your Eligible Device and HSBC Card Mobile Application (App).

Eligible Device means such model of smartphone or tablet with in which a Mobile Credit Card can be registered and stored, as designated by HSBC from time to time.

HSBC Credit Card means the credit card issued by HSBC in plastic card/physical form of such type and/or card scheme designated by HSBC from time to time.

Mobile Credit Card means a digital version of your HSBC Credit Card, which you would store in the Token Requestor on your Eligible Device.

Mobile Credit Card Transaction means any transaction effected by using your Mobile Credit Card on the Google-pay platform.

2. These Terms and Conditions only supplement the Terms of your HSBC Credit Card variant

- (a) The applicable Terms and Conditions of your HSBC Credit Card variant applies to your Mobile Credit Card stored on Google Pay. References to 'Card' and 'Card Transactions' in these Terms and Conditions mean and refer to the Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- (b) These Terms and Conditions only supplement, and do not in any way supplant, the Cardholder Agreement, Terms of Usage, Service Guide, etc. issued by the Bank, which will continue to govern your Mobile Credit Card as well. In case of any inconsistency/conflict between these Terms and Conditions and the provisions of the Cardholder Agreement, etc., these Terms and Conditions shall prevail to the limit of inconsistency/conflict only.

3. Registering, storing and activating Mobile Credit Card

- (a) You may store a digital version of your Credit Card (Mobile Credit Card) in the Token Requestor, Google Pay in this case, for payment feature on your Eligible Device. You may do so only if your HSBC Credit Card variant and/or card scheme is designated to be eligible by HSBC.
- (b) HSBC, in its sole discretion, may allow the Cardholder/Customer to register specific variants/types of HSBC Credit Cards or card account held by him/her on Token Requestor from time-to-time.
- (c) You should follow the instructions of Token Requestor payment feature (including installation of the latest operating system/application version on your Eligible Device), for the registration and verification flow in order to be able to use the Mobile Credit Card features.
- (d) By registering a Mobile Credit Card on Google Pay, you consent to HSBC sending SMS on the mobile number registered on your HSBC Credit Card account for verification and activation purpose, if applicable. If case your mobile number isn't registered with HSBC, we will not be able to send the SMS message to you. In this case, you will be required to update your correct/actual mobile number with HSBC Credit Card account and then follow the aforementioned steps again to register, store and activate your Mobile Credit Card.
- (e) Add-on Credit Cards and Corporate Cards issued by HSBC shall not be eligible for using the Tokenization/ Mobile Credit Card features or making contactless transactions in the aforementioned fashion.
- (f) You authorize HSBC to receive your information (such as Billing Pin Code, Device Details – ID, IP Address, Location, Wallet ID, etc.) from Token Requestor, if applicable, to provide services in connection with operation of his/her Mobile Credit Card and transactions thereon.
- (g) Please note for security purposes and as per RBI guidelines on Enhancing Security of Card Transactions, if your Credit Card is currently deactivated and/or is also disabled for either online, contactless and international transactions, please activate your card, and/or enable these transaction modes with few simple steps listed as below:
 - Call 1800 121 4015 from your registered mobile number
 - Select your preferred language
 - Enter your credit card number followed by #
 - OTP will be sent to your registered mobile number
 - Enter the OTP
 - Your card will be activated and enabled for all transaction types

4. Card holder's responsibility

- (a) Please take appropriate security measures including but not limited to the following in order to avoid any risks which may arise from or in connection with your Mobile Credit Card. HSBC shall not be liable for any such loss/damage/injury, etc. arising out of the same:
 - i. Safeguard your Eligible Device and Token Requestor and keep them under your personal control at all times;
 - ii. DO NOT allow anyone else to use or log on to your Eligible Device and Token Requestor;
 - iii. DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device;
 - iv. DO NOT choose obvious numbers as Device Passcode (such as date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or write down or keep your Device Passcode close to your Eligible Device;

- v. DO NOT install or launch HSBC Mobile App in a smartphone or other device with any pirated, hacked, fake or unauthorized application or where the software lockdown has been overridden (such as a 'jailbroken' or 'rooted' smartphone or device);
 - vi. Change the Device Passcode regularly and use alphanumeric code for Device Passcode;
 - vii. Remove the Mobile Credit Card from the HSBC Mobile App upon termination of your Mobile Credit Card; etc.
- (b) You shall be fully responsible for any disclosure of your HSBC Credit Card details, Device Passcode or other security details relating to your Eligible Device, Token Requestor and Mobile Credit Card to any other person/ party, even if such disclosure is accidental or unauthorized. You shall be responsible for all risks and consequences of your Token Requestor and Mobile Credit Card being used by unauthorized persons or for unauthorized purposes, if any.
- (c) You will have to use an Eligible Device of a type or model specified by Token Requestor from time to time to register, store and use Mobile Credit Card in your Mobile Wallet. Token Requestor shall have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- (d) You require internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your Mobile Credit Card.

5. Fees and charges

- (a) No additional fees or charges will be levied by HSBC for the using the services of Google Pay for transactions using your HSBC Credit Card/Mobile Credit Card.
- (b) However kindly note all applicable interest, fees and charges that apply to your HSBC Credit Card as part of the original Tariff Sheet/Terms and Conditions shall also apply to transactions conducted through the Mobile Credit Card.
- (c) You shall bear all fees, charges and expenses imposed by any mobile phone service/internet service provider, telecommunications provider, retailer or for making transactions using your Mobile Wallet or the Mobile Credit Card.

6. Credit limit and transaction limits

- (a) HSBC Credit Card in its plastic/physical card form and in its digital version (i.e. Mobile Credit Card) constitute one and the same Card and shall bear the same Card account limit and other features and facilities.
- (b) All Mobile Credit Card Transactions will be billed through the Credit Card statement for the HSBC Credit Card issued by HSBC to you. There will not be a separate statement issued for your Mobile Credit Card.
- (c) Cardholder can manage the transaction limits for payment feature on Token Requestor using 'Secured Messages' option available on HSBC Net-banking for all tokenized transactions.

7. Mobile Credit Card Transactions, ATM Transactions and Cash Advance Details

- (a) You may make Mobile Credit Card transactions where the Token Requestor's payment feature is accepted for payment as valid. HSBC shall not be responsible if any POS/retailer/platform/website refuses to accept your Mobile Credit Card.
- (b) You cannot use your Mobile Credit Card for cash withdrawals or cash advances at ATMs or over the counter in the HSBC Branches. Your Mobile Credit Card may also be subject to certain transaction limits (for example, contactless limits are prescribed by the regulators) imposed by regulator, retailers or payment terminals from time to time.

8. Limitation of our liability

- (a) The limitation of HSBC's liability for Mobile Credit Card is governed by the HSBC Cardholder Agreement, Most Important Terms and Conditions as well as other appropriate documentation issued to you by HSBC. These may be subject to change from time to time.
- (b) HSBC shall not be liable to refund you for any unauthorized transactions where you fail to take appropriate security measures.
- (c) HSBC shall not be liable in any manner for any loss caused to you for any actions, omissions and negligence by the Token Requestor.

9. Loss, theft or misuse

Report promptly

- (a) Any loss, theft, unauthorized possession, control or use, or suspicions/apprehensions regarding someone else using or discovering the security details or the any nature of compromise of the security of your HSBC Credit Card, Mobile Credit Card, Token Requestor or Eligible Device in any other manner should be immediately reported to HSBC using the contact details shared on the back side of your HSBC Credit Card.
Your liability for unauthorized transactions
- (b) You will be liable for all unauthorized Mobile Credit Card Transactions effected by your Mobile Credit Card before we receive report of loss, theft, disclosure or unauthorized use of your Mobile Credit Card.
- (c) The TandC's of your existing credit card agreement continue to be applicable here and you will be liable for the full amount. if:
 - i. You have knowingly (whether or not voluntarily) permitted any other person/party to use your HSBC Mobile App or Mobile Credit Card or Eligible Device; or
 - ii. You have acted fraudulently or with gross negligence in using or safeguarding your HSBC Mobile App, Mobile Credit Card or Eligible Device. Your failure to follow any of the security measures recommended by HSBC from time to time regarding the usage or safekeeping of your Token Requestor, Mobile Credit Card or Eligible Device shall be treated as your gross and contributory negligence, in case of a loss/damage/ injury claimed by you.

10. Termination/Closure of Mobile Credit Card

- (a) You shall follow the instructions of the Token Requestor to remove your Mobile Credit Card from the Token Requestor payment feature should you wish to terminate/close the Mobile Credit Card and not use the features thereof any longer. Termination of the Mobile Credit Card will not terminate, suspend, close, or in any other manner affect the HSBC Credit Card in plastic/physical card form or any payment or other obligations arising therefrom unless you also terminate the plastic/physical card in accordance with the Cardholder Agreement and other documentation issued by the Bank to you.(b) HSBC retains the right to suspend, restrict or terminate your Mobile Credit Card and/or your HSBC Credit Card in terms of the Cardholder Agreement and/or other documentation issued to you.
- (c) HSBC shall also have the right to suspend, restrict or terminate the Mobile Credit Card, if your Mobile Wallet has been suspended, restricted or terminated by the Mobile Wallet for any reason, or if you reported your HSBC Credit Card, Mobile Credit Card, Token Requestor or Eligible Device to us under Clause 8.
- (d) Upon termination of your HSBC Credit Card plastic/physical form whether by you or HSBC, you must remove the Mobile Credit Card from your Mobile Wallet and Eligible Device upon being instructed to do so. You may contact HSBC for any assistance/guidance in this regard.
- (e) You shall continue to be responsible for all Mobile Credit Card transactions, whether or not authorized by you, unless and until you remove the Mobile Credit Card from the Mobile Wallet and Eligible Device.

10. Variations

HSBC shall have the right to amend, change, alter or otherwise vary these Terms and Conditions from time to time. HSBC will notify you of any changes in the terms and conditions of this product with a prior notice of 30 days. You shall be bound by such variations till your Mobile Credit Card is terminated and removed from the Mobile Wallet/Token Requestor and Eligible Device in accordance with Clause 10 before the date on which such variation takes effect.

11. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and shall be construed according to applicable laws of India.
- (b) You shall have deemed to have submitted to the non-exclusive jurisdiction of the Mumbai courts.

12. Questions/complaints

If you have any questions or complaints about your HSBC Credit Card or Mobile Credit Card, please contact HSBC at the Phone banking telephone numbers as reflected on the back side of your Credit Card.