



HSBC Credit Card QR payments can be made by presenting or scanning a valid QR code which is supported by Union Pay.

Presenting mode means you can show your personal QR code to the merchants, who will then scan it to make the payment.

In Scanning mode, you make payment either by scanning a QR code displayed by the merchant or loading one from your saved phone images.

### **HSBC Reward+ Credit Card QR Code™ Payment Terms and Conditions**

#### **1. Who are these Terms and Conditions between?**

These Terms and Conditions are between “You” and “We, Us” and they mean:

- 1.1 “You” – The user of this App and the HSBC Credit Card QR Code Payment (“QR code payment”) function.
- 1.2 “We”, “Us” - The Hongkong and Shanghai Banking Corporation Limited (“HSBC”).
- 1.3 No other party except you and us will have any rights under these Terms and Conditions.

#### **2. Definitions**

- 2.1 **Device** means a smartphone or other electronic device of the cardholder for using the HSBC Reward+ Credit Card QR Code Payment service.
- 2.2 **Device Passcode** means the access passcode of your Device.
- 2.3 **Service** means the HSBC Reward+ Credit Card QR Code Payment service which we may provide pursuant to these Terms and Conditions.
- 2.4 **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- 2.5 **person** includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

2.6 **PIB Profile** means your personal profile in HSBC Personal Internet Banking through which you can access, view and transact your accounts maintained with us and use other services after entering your personal log-on credentials.

**3. What do these Terms and Conditions govern and are there any other terms that apply to QR code payment function?**

3.1 These Terms and Conditions, together with the HSBC Reward+ Terms and Conditions that apply to the HSBC Reward+ App (“Reward+”) and the Credit Card Related Terms and Conditions. In the event of a conflict between the referred terms and conditions, these Terms and Conditions will prevail.

3.2 These Terms and Conditions form part of the HSBC Reward+ Terms and Conditions.

**4. What is HSBC Reward+ Credit Card QR Code Payment service offering?**

The service enables you to make payments by either presenting or scanning a QR code. Such payment transaction will be posted to the payment card and recorded in the statement.

**5. How can I use QR code payment function and what are the requirements?**

5.1 To use the HSBC Reward+ Credit Card QR Code Payment function, you must first perform a one-time feature activation:

5.1.1 You must be a holder of an eligible HSBC Hong Kong primary or additional credit card as specified in the HSBC Reward+ Terms and Conditions, and maintain an HSBC credit card with good standing eligible to make QR code payments as determined at HSBC’s sole discretion;

5.1.2 With the Mobile Security Key enabled in the HSBC Mobile Banking App on the same Device you wish to make QR code payments with;

5.1.3 Installed HSBC Reward+ App on the above said Device;

5.1.4 Maintain a valid mobile phone number, and email address with the bank’s record for sending your feature activation and transaction notifications;

5.2 The QR code payment function will be activated for all your eligible primary and/or additional credit cards under your name.

5.3 You must maintain at least one of your eligible credit cards with good standing for continued use of the QR code payment function, otherwise, you may need to perform the Service activation again with a credit card in good standing.

**6. Unauthorised transactions**

6.1 You must check your account transaction details and statements regularly and carefully. You must notify us promptly and in such manner as we may accept from time to time if there is a transaction you do not recognise or if you think we have made a payment incorrectly.

6.2 You must keep your Device under your personal control and keep your password, account and security details secret. You must take all reasonable precautions to prevent loss, theft or unauthorised or fraudulent use of your mobile telephone, your password, account, security details or other confidential information.

6.3 Do not let others to unlock your Device and do not store anyone else’s fingerprint or biometric credentials in your Device, or else they might be able to make transactions without your authorization.

6.4 Do not use facial recognition for authentication purpose if you have an identical twin sibling or if you are in adolescence while your facial features may be undergoing a rapid stage of development, in which case you are recommended instead to use your Device Passcode or other biometric credentials.

- 6.5 Do not choose obvious numbers as Device Passcode (such as Hong Kong Identity Card number, 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 your Device Passcode close to your Device.
- 6.6 Change the Device Passcode regularly and use alphanumeric code for Device Passcode (if available).
- 6.7 If you have already set up access to your Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or biometric credentials that is not your own.
- 6.8 Do not take any action to disable any function provided by, and/or agreeing to any settings of your Device that would compromise the security of the use of your biometric credentials. If such changes are required, you are recommended instead to use your Device Passcode or other biometric credentials.
- 6.9 You should never use the Service in a smartphone or other electronic device with any pirated, hacked, fake and/or unauthorised applications or in which the software lockdown has been overridden or root access to its software operating system has been obtained.
- 6.10 You must safeguard against accidental or unauthorised disclosure, scanning or use of the QR code.
- 6.11 You must keep a customer copy of the sales slips (if available) and check them against your monthly statement as soon as reasonably practicable after receiving it.
- 6.12 You must inform us as soon as reasonably practicable and in such manner as we may accept from time to time of any matter which may affect our provision of or your use of the Service. These matters include the following (or any of them):
  - 6.12.1 if you know or suspect that any person knows your password or your PIB Profile log-on credentials;
  - 6.12.2 if you know or suspect that any person has, without your authorisation, accessed your mobile telephone or PIB Profile;
  - 6.12.3 if you know or suspect that any person has, without your authorisation, scanned or used the QR code and/or the Service for any unauthorised purpose; and
  - 6.12.4 if you are suspicious of any counterfeit HSBC Reward+ QR code bearing similar data as the HSBC Reward+ QR code.
- 6.13 You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register and use the Service.
- 6.14 You are solely responsible for:
  - 6.14.1 ensuring that the Device is compatible with and capable of supporting the generation and use of the QR code and the installation, activation and use of the Service from time to time.
  - 6.14.2 paying the fees, charges and expenses for your mobile telephone and the services provided by your telecommunications service provider; and
  - 6.14.3 complying with the terms and conditions governing your mobile telephone and the services provided by your telecommunications service provider from time to time.

## **7. Limitations of our liability and your indemnity**

- 7.1 Except as set out in Clause 7.2, we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):

- 7.1.1 any failure or delay in providing the Service for any reason (including as a result of failure or error of any computer or electronic system or equipment);
  - 7.1.2 any disclosure of confidential information;
  - 7.1.3 any loss or damage to your data, software, mobile telephone or other equipment arising from or in connection with your use of the Service; and
  - 7.1.4 any error in the information you provided and confirmed for a payment instruction.
- 7.2 If it is proved that the events in Clause 7.1 was caused by negligence or wilful default of (a) ours, (b) our agents or nominees, or (c) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- 7.3 We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing the Service to you to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees.

## **8. Termination or suspension of the Service**

- 8.1 You may terminate the Service at any time in such manner accepted by us from time to time.
- 8.2 We have the right to terminate all or any part of the Service for any reason with or without notice.
- 8.3 Without limiting or reducing the effect of Clause 8.2, we may suspend or terminate all or any part of the Service and/or disapprove any transaction proposed to be effected thereby without giving you notice in the following cases (or any of them):
- 8.3.1 if you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
  - 8.3.2 if your account is, or we reasonably suspect your account is, being used for an illegal purpose;
  - 8.3.3 if you are, or we reasonably suspect you may be, acting fraudulently;
  - 8.3.4 if you are, or we reasonably suspect you may be, using the Service to send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information;
  - 8.3.5 if we have reasonable grounds to suspect that your security details have not been kept safe;
  - 8.3.6 if any information you provided to us in connection with the Service is or becomes incorrect or incomplete;
  - 8.3.7 if there is equipment, system or network breakdown or maintenance; and
  - 8.3.8 if the relevant telecommunications service provider modifies its network or services.
- 8.4 Any suspension or termination of the Service does not affect the liabilities and rights between you and us respectively before the date of termination.

## **9. Variation of terms**

We have the right to vary these Terms and Conditions (including any fees and charges) from time to time. We will give you notice by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to terminate the Service with effect before the date on which that variation takes effect.

## **10. Waivers and remedies**

A waiver by us of any provision of these Terms and Conditions will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. No failure or delay by us in exercising any right, power or remedy will operate as a waiver

of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

## **11. Communications**

11.1 Unless we specify otherwise, you will be considered as having received any notice given by us:

- 11.1.1 at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
- 11.1.2 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
- 11.1.3 immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
- 11.1.4 immediately after emailing it to the email address last notified in writing by you (if sent by email); or
- 11.1.5 immediately after placing it in the PIB Profile maintained by you with us (if made available there).

11.2 Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

## **12. Your information**

12.1 You confirm that all your information provided to us is, to the best of your knowledge, complete, accurate and up-to-date.

12.2 You agree to inform us promptly in writing if there are any changes to your information supplied to us from time to time.

## **13. Partial invalidity**

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

## **14. Third party rights**

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

## **15. Governing law and version**

15.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

15.2 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

## **16. Jurisdiction**

16.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.

16.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

**Remark:**

QR Code is a registered trademark of Denso Wave Incorporated.

**To borrow or not to borrow? Borrow only if you can repay!**

**Issued by The Hongkong and Shanghai Banking Corporation Limited**