

Commercial Card

Terms and Conditions

The Kingdom of Bahrain



HSBC Bank Middle East Limited
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Issued by HSBC Bank Middle East Limited, Bahrain Branch, PO Box 57,
Manama, Kingdom of Bahrain, regulated by the Central Bank of Bahrain of
and lead regulated by the Dubai Financial Services Authority. V200302

Customer Name:

Account Number: -

Commercial Card(s) are issued in accordance with these HSBC Commercial Card Terms and Conditions ("Terms and Conditions") and are the property of HSBC Bank Middle East Limited.

HSBC Bank Middle East Limited (Bahrain Branch) Seef Building, First Floor, P.O. Box 57, Manama, Kingdom of Bahrain
Global Liquidity & Cash Management (GLCM) Helpdesk Number: Call **+973 1756 9878**.

1. Definitions

Capitalised terms in these Terms and Conditions shall have the following meanings:

Application Form means any application form(s) relating to Commercial Cards including appointing Card Administrator(s) and/or any Delegation(s) of Authority as may be required.

ATM means Automated Teller Machine.

Bank means HSBC Bank Middle East Limited operating through its branches in the Country.

Billing Currency means the currency in which the Bank bills Card Transactions to the Commercial Card Account.

Billing Period has the meaning given to it in clause 9.1.

Business Day means a day on which banks are normally open for business in the Country.

Card Administrator means any person identified to the Bank and authorised in writing by the Customer who can provide instructions to the Bank through the Commercial Card Portal regarding the application, issue and renewal of certain Commercial Cards as nominated in an Application Form and as further described in the Product Guide.

Cardholder means the holder or designated user of an eligible Commercial Card issued by the Bank as instructed by the Customer, or the Customer itself.

Card Limit means the maximum debit balance permitted in respect of each Commercial Card.

Card Security Details means the Commercial Card number, the PINs, any internet password, internet identity number and any user ID.

Card Transaction means any purchases of goods and/or services, and of all Cash Advances or fees and charges.

Cash Advance means any cash withdrawal, purchase of travellers cheques or foreign currency, money order or transfer made at the Cardholder's request.

Commercial Card(s) means each eligible 'Corporate Card', 'Lodged Card', 'Purchasing Card' or 'Virtual Card' issued by the Bank in the Country to a Cardholder.

Commercial Card Account(s) means an account designated by the Bank to the Customer under which all the Commercial Cards are issued to the Customer's employees as instructed by the Customer.

Commercial Card Portal means the online system provided to Customers as further described in the Product Guide.

Customer means the Customer referred to in the Application Form.

Customer Credit Limit means the total of the Card Limits.

Country means The Kingdom of Bahrain.

Commercial Card Features means any general product benefit (including but not limited to, travel benefits, insurance, special offers and promotions) the Bank offers, or makes available, to the Cardholder from time to time in conjunction with the Cardholder's use of a Commercial Card.

Conditions of Use means any instructions issued by the Bank from time to time applicable to the use of a relevant Commercial Card, to each Cardholder to whom a card is issued.

Delegation of Authority means where a Customer delegates specific limited actions with regard to the use of Commercial Cards to an individual by completing a delegation of authority form.

Foreign Currency Transaction means any transaction in a currency other than the Billing Currency, unless the Cardholder agrees that the currency conversion is done at the point of sale or withdrawal and agree the rate at that time.

HSBC Group means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

Nominated Account means the Customer's bank account or Cardholder's account with the Bank for settlement of Commercial Cards with debit balances outstanding if the Customer so elects.

PIN means Personal Identification Number issued with each Corporate, Lodged and Purchasing Card.

Product Guide means any supplemental guide issued by the Bank relating to Commercial Cards including the Commercial Cards Portal.

Purchasing Card means a credit card that is limited to purchases that may be restricted to select merchant category codes as selected by the Customer.

Smart Data Gen 2 or SDG2 means a web based management information solution provided by MasterCard International for use in conjunction with the Commercial Card.

Tariff of Charges means the Bank's Corporate Banking Tariff of Charges (as amended from time to time) and available at the Download Centre within the Tools and resources section at the bottom of the page located at the following link: <http://www.business.hsbc.com.bh/en-gb/bh/generic/download-centre> or in hard copy format from the Bank's corporate branches.

Unauthorised Transaction means any use of a Commercial Card by a person other than the Cardholder, who does not have actual, implied or apparent authority for such use and for which the Cardholder or the Customer received no benefit.

Virtual Card means a Commercial Card where the Bank issues card numbers without the creation of a physical card linking each card number to a Commercial Card Account with its own Corporate ID, billing cycle and billing statement.

2. Issuing of Commercial Cards

- 2.1. Where applicable, HSBC will issue Commercial Cards and renew and replace them unless cancelled and, if requested and appropriate for the Commercial Card type, issue a PIN to each Cardholder, unless the Bank otherwise objects or refuses, which it may in its absolute discretion.

Issuance of Commercial Cards is subject to:

2.1.1. the Customer authorising each proposed Cardholder to receive and use a Commercial Card; and Customer

2.1.2. the Customer's compliance with the Bank's account opening procedures from time to time in force.

- 2.2. The Bank is under no responsibility to the Customer to:

2.2.1. ensure that Cardholders and Card Administrators comply with any Conditions of Use or Product Guide or any variation or supplement to them;

2.2.2. ensure that a Commercial Card is used for the purposes of the Customer's business; or

2.2.3. review, monitor or investigate the use of a Commercial Card.

- 2.3. The Bank shall maintain a Commercial Card Account in the name of the Customer under which separate accounts shall be maintained in respect of each Commercial Card to which the value of all Card Transactions, any other liabilities of the Cardholder arising under these Terms and Conditions and any loss incurred by the Bank arising from the use of the Commercial Card or Commercial Card number shall be charged and to which the value of credit vouchers issued in respect of the Commercial Card will be credited.

3. Using the Commercial Card Account and authorising transactions

- 3.1. The Customer shall be responsible without limitation for payment to the Bank for all amounts properly debited to the Commercial Card Account in respect of each Commercial Card notwithstanding that the Card Limit may be exceeded or that any such debits may have arisen as a result of the Cardholder using the Commercial Card without the Customer's authority or contrary to these Terms and Conditions or the Conditions of Use.
- 3.2. The Customer is responsible for all credit or other facilities granted by the Bank in respect of the Commercial Cards and for all related charges hereunder, notwithstanding the termination of these Terms and Conditions.
- 3.3. The Cardholder must not use the Commercial Card for unlawful purposes, including purchasing goods or services which are illegal in the Kingdom of Bahrain or elsewhere. If the Cardholder does make an unlawful purchase, the Bank may cancel the Commercial Card immediately and may report the Cardholder to the relevant authorities. The Customer will be responsible for any unlawful use and may be required to reimburse the Bank or Visa or MasterCard for any amount which the Bank or they incur as a result of the use of the Commercial Card.
- 3.4. Where applicable the Cardholder must sign a sales slip, cash advance slip or mail order coupon whenever the Commercial Card is used and should preserve a copy of the same. Copies of sales or cash advance slips may be provided at the sole discretion of the Bank subject to an additional charge. Provision of a copy of a sales voucher may take a minimum of 45 Business Days subsequent to the Customer's written request to the Bank. The Cardholder's failure to sign any sales slip, cash advance slip or mail order coupon will not relieve the Customer from liability to the Bank in respect thereof.
- 3.5. If a Commercial Card is issued as CHIP enabled, the Cardholder will be required to use the PIN issued for that Commercial Card rather than a signature to authorise the transaction at CHIP enabled point of sale machines.
- 3.6. The Bank's authorisation process takes account of transactions which have been authorised but not yet applied to the Commercial Card Account.
- 3.7. Provided that the Cardholder has correctly authorised a transaction, the Bank will be responsible for the correct execution of the payment to the payee except where we can prove that the payee's bank or service provider received the transaction funds.

- 3.8. Where a Cardholder authorises a transaction and the amount of the transaction is not specified when the authorisation is given then if the amount of that particular transaction is unexpectedly higher than could reasonably be expected in the circumstances the Bank will investigate and, if required, provide a refund of the amount and apply the transaction as originally authorised by the Cardholder.
- 3.9. The Bank's record of transactions processed by the use of the Commercial Card at an ATM shall be conclusive and binding for all purposes. If the Customer wishes to dispute an ATM transaction please call the Bank within 30 days of the last Commercial Card Account statement date.
- 3.10. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Commercial Card or ATM arising out of the Cardholder's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever arising.
- 3.11. The Cardholder can use the Commercial Card at ATM's on the same networks abroad, so long as they are situated in countries where withdrawals are permitted pursuant to the laws of the Kingdom of Bahrain and such use would not involve a breach of international financial sanctions or HSBC policy.
- 3.12. The Cash Advance facility is not provided on Purchasing Cards.
- 3.13. When asked to authorise a transaction or Cash Advance, the Bank will take into account any other transactions or Cash Advances already debited to the relevant or any other Commercial Card Account opened under these Terms and Conditions, whether that transaction has been completed or not. This may lead to the transaction or Cash Advance being declined. The Bank may refuse to authorise use of a Commercial Card if it considers that the Commercial Card or the Commercial Card Account has been or is likely to be misused. As part of the decision making process and in an effort to minimise the misuse of cards, the Bank may refer an authorisation request back to the supplier for further information. This may result in the Cardholder being asked to produce further means of identification. This may also be done on a random basis for fraud prevention purposes.
- 3.14. When a Card Transaction is made on the internet with organisations who participate in Verified by Visa® or MasterCard SecureCode™ (designed to prevent fraud), the Cardholder may be invited to register for this service. If the Cardholder does not do so, as part of the Bank's fraud prevention measures the Bank may not authorise further internet transactions with participating organisations.
- 3.15. The Customer must promptly notify the Bank (in the Country) in writing of any changes in the Customer's mailing address and telephone numbers.
- 3.16. Any notice given by the Bank with regard to these Terms and Conditions will be deemed to have been received by the Customer five Business Days after dispatch by the Bank to the Customer's address last notified in writing to the Bank.
- 3.17. The Bank will not be liable for any act or omission of any merchant including without limitation any refusal to honour the Commercial Card or any defect or deficiency in any goods or services provided. Any claim or dispute which the Cardholder may have against or with a merchant shall not relieve the Customer of the obligation to pay the amount incurred hereunder to the Bank without deduction.
- 3.18. Any request by mail or telephone made by the Cardholder to the merchant for the supply of goods and/or services to be charged to the Commercial Card shall constitute authority for the merchant to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, if endorsed "Mail Order" or "Telephone Order" as the case may be, shall be treated as having been duly signed by the Cardholder.
- 3.19. The amount of any purchase or Cash Advance made using the Commercial Card will be charged to the Commercial Card Account. If any purchase is subsequently cancelled, a refund will only be credited to the Commercial Card Account as and when the refund credit is received by the Bank from the third party.
- 3.20. Any refunds or reversals of a Card Transaction that are not in the Billing Currency will be subject to the rate of exchange against that Billing Currency as determined by the Bank when the refund or reversal is made to the Commercial Card. Any refunds or reversals of a Card Transaction are also subject to processing fees.

4. Unauthorised Transactions

- 4.1. The loss or theft of the Commercial Card(s) must be reported to the Bank's GLCM Helpdesk immediately upon discovery by either the Cardholder or anyone who has a Delegation of Authority.
- 4.2. The Customer and the Cardholder must cooperate with the Bank and the police with regard to the lost or stolen Commercial Cards, and to investigate any Unauthorised Transactions. If the Customer or the Cardholder are asked to report Unauthorised Transactions to the police, this must be done immediately and in any event within seven days of being asked. If the Customer or the Cardholder recover the Commercial Card it must not be used and must be returned to the Bank.
- 4.3. After receipt by the Bank in the Country of notification of loss or theft of the Commercial Card(s), the Customer will have no further liability for transactions charged to the reported Commercial Card(s) provided that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Commercial Card and in promptly reporting its loss to the Bank as determined by the Bank in its sole discretion. The Bank reserves the right to cancel the Commercial Card(s) once reported.

- 4.4. The Customer will be responsible for payment in full of any Unauthorised Transactions made before the notice of the loss or theft has been received by the Bank.
- 4.5. Notwithstanding anything to the contrary contained herein, in addition to all sums recoverable pursuant to the Terms and Conditions, the Customer will be liable for all losses incurred by the Bank arising from the use of the Commercial Card(s) by any person obtaining possession of it with the consent of the Customer or the Cardholder or as a result of the Cardholder acting fraudulently. Should the Bank become aware of evidence that shows the Bank is not responsible for any Unauthorised Transactions, the Bank will recover an amount equal to any refund from the Commercial Card Account.
- 4.6. The Bank may at its absolute discretion agree to issue a replacement Commercial Card for any lost or stolen Commercial Card which shall be issued on the same Terms and Conditions as the original Commercial Card or as may be amended from time to time. The Bank reserves the right to charge a replacement fee to the Commercial Card Account at a rate as set out in the Tariff of Charges.

5. Refusing or revoking transactions

- 5.1. The Bank has the right to restrict or refuse a transaction on any Commercial Card at any time. Without restricting this general right, the Bank is likely to restrict or refuse a transaction on any Commercial Card in the following circumstances:
 - 5.1.1. the use is causing, or would cause a breach of these Terms and Conditions;
 - 5.1.2. the Bank believes that there is significantly increased risk that the Customer may not be able to fulfil its duty to repay the credit in line with these Terms and Conditions;
 - 5.1.3. if any of the information the Customer has given to the Bank turns out to be incorrect or is suspected to be untrue;
 - 5.1.4. if any Customer bank account with any member of the HSBC Group is frozen;
 - 5.1.5. if adverse information is received from a credit reference agency about the Customer;
 - 5.1.6. if the Bank has reasonable grounds for suspecting that the Customer or any Cardholder has committed or is about to commit a crime or other abuse, including but not limited to, a regulatory breach, international sanctions, bribery or money laundering offence;
 - 5.1.7. if the Bank suspects fraud or misuse of any Commercial Card (the Cardholder may be asked for further information, including verification of your identity, when the Bank are asked to authorise a transaction);
 - 5.1.8. if a Cardholder does not use the PIN with a Chip and PIN Card; or
 - 5.1.9. for any other reason as determined by the Bank.
- 5.2. If a transaction is refused by the Bank, the Bank will give notice of this refusal via the supplier, retailer or other organisation with whom the Cardholder attempts to make the transaction. If a merchant or third party refuses to accept the Commercial Card, the Bank is not responsible to the Customer or the Cardholder. If the Customer has a complaint this should be discussed directly with the third party or merchant.
- 5.3. If the Bank restricts a Commercial Card, the Bank will try to give the Cardholder reasonable notice, but there may be circumstances where the Bank is not able to give notice (e.g. for regulatory reasons) and the Commercial Card will be restricted immediately. The Bank will not be liable for any loss the Cardholder or the Customer may suffer as a result of this action.
- 5.4. The Cardholder cannot rescind or revoke a purchase or other transaction using the Commercial Card once the transaction authorisation has been received by the Bank or the payee (for example, a retailer or supplier). The Bank will credit the Commercial Card Account with a refund only if the payee refunds us. The Bank may charge the relevant rate of interest on such a transaction amount and any applicable processing fee that may include a foreign exchange fee if the transaction was not made in the Billing Currency.
- 5.5. If a transaction is refused by the Bank and the Cardholder was not made aware of this at the time the transaction was refused, the Cardholder can seek details of the refusal by calling the GLCM Helpdesk.

6. Protecting the Commercial Card and the Commercial Card Account

- 6.1. The Customer and the Cardholders must take all reasonable precautions to prevent the Commercial Card and Card Security Details from being misused or being used fraudulently.
- 6.2. If any Commercial Card is lost, stolen or liable to be misused for any reason, the Customer or the Cardholder must inform HSBC Bank Middle East Limited Bahrain Branch without any undue delay by calling the GLCM Helpdesk.
- 6.3. Commercial Cards must be cut in half and returned immediately if the Bank asks the Customer or a Cardholder to do so.

7. Card Limit and Customer Credit Limit:

- 7.1. The total balances outstanding for all Commercial Card Accounts shall not exceed the Customer Credit Limit.
- 7.2. If the Customer or the Cardholder exceeds the Card Limit or Customer Credit Limit without the Bank's written prior agreement, the Bank may at its discretion cancel one or any number of the Commercial Cards which are issued to the Cardholders at the request of the Customer, immediately, without notice to the Customer and all outstanding amounts will thereupon become immediately due and payable.
- 7.3. A fee will be charged to the Commercial Card Account by the Bank if the Customer or any Cardholder exceeds the assigned Card Limit or the Customer Credit Limit (as appropriate), at a rate as specified in the Tariff of Charges (as amended from time to time). This fee will continue to be charged for each Billing Period until the Customer clears the balance in excess of the Customer Credit Limit at the beginning of the next cycle.
- 7.4. Where any Commercial Card limit is secured by cash collateral, the Customer (at the discretion of the Bank) may be required to sign a separate pledge agreement prior to the issuance of a Commercial Card as security. This cash collateral cannot be used to settle the monthly Outstanding Amount of the Commercial Cards.
- 7.5. The Bank reserves the right to amend any Card Limit assigned from time to time, at its discretion with notification to the Customer.

8. Fees and Charges

- 8.1. The Customer shall pay to the Bank fees, costs, charges, interest and expenses in connection with using Commercial Cards. These will be the Bank's standard fees and charges as set out in the Tariff of Charges unless the Bank separately agrees different fees and charges with the Customer. Unless otherwise stated, all amounts payable pursuant to this clause are exclusive of value added, sales, use, goods and services, business, stamp or any similar taxes or duties that may be applicable. All such taxes or duties will be applied in accordance with applicable legislation and the Bank will issue valid invoices or other documents as appropriate. Payment of all amounts due pursuant to this clause will be made clear and free of any deduction or withholding for or on account of tax, set-off, counterclaim or other charges so the Bank receives such amounts in full. If a deduction or withholding for or on account of tax is required to be made by law, the payment shall be increased to an amount which after making any deduction or withholding leaves an amount equal to the payment which would have been made if no withholding or deduction had been required. The Customer shall make any payment required in connection with such tax deduction or withholding within the time allowed by law.
- 8.2. The Customer agrees and confirms that the Bank may amend the Tariff of Charges by:
 - 8.2.1. posting a copy of such amendments (or new version) on the Bank's website; or
 - 8.2.2. sending a copy of the proposed amendment (or new version) to the Customer by regular mail or email, and that such amendments to (or new version) of the Tariff of Charges shall become effective on the date falling 30 days after the sending or posting, as the case may be, of the notice of the amendments or new version, as the case may be.
- 8.3. The Customer agrees and confirms that the Bank is not required to provide the Customer with any other notice of (or seek any additional consent from the Customer) to amendments or new versions of such Tariff of Charges.
- 8.4. The Customer hereby agrees and confirms that the Bank may deduct any fees, costs, charges, interest and expenses payable by the Customer from any account advised by the Customer for such purposes. If the Customer fails to pay any amount due under these Commercial Card Terms and Conditions when such amount falls due, the Customer shall, to the extent permitted under applicable law, pay to the Bank interest and charges on such overdue amounts at the rate the Bank determines (acting reasonably) unless otherwise agreed.
- 8.5. Foreign Currency Transactions (other than ATM transactions) are converted into the Billing Currency by the card scheme (Visa or MasterCard) using their applicable exchange rates on the day conversion is made (which may involve a conversion to US dollars first). In addition to this exchange rate conversion, the Bank will charge a processing fee (as a percentage of the transaction amount) as set out in the Tariff of Charges.
- 8.6. Foreign Currency Transactions performed at an ATM will be converted into the Billing Currency by the Bank using the Bank's applicable exchange rate. The Card Transactions may have first been converted to US dollars or Hong Kong dollars either by the Bank or by the card scheme (Visa or MasterCard) using their applicable exchange rates on the day conversion is made. When making Foreign Currency Transactions at ATMs on certain networks, such as GCCnet, the conversion may be completed by a local regulatory authority at a rate and time determined by them. In addition to this exchange rate conversion, the Bank will charge a processing fee (as a percentage of the transaction amount). A Cash Advance fee will also apply, as set out in the Tariff of Charges. Some cash machine operators may apply a direct charge for withdrawals from their ATM's. This should be advised and accepted on screen at the time of the withdrawal.

- 8.7. Upon presentation of a valid Commercial Card to any member or associate member of the HSBC Group of companies or any member bank of MasterCard International, the Cardholder shall be entitled (subject to limits set by the Bank) to receive a Cash Advance in the domestic currency of the country in which such advances are made. Where an ATM facility has been granted in respect of the Commercial Card (Corporate Cards only), the Cardholder may use the Commercial Card to obtain a Cash Advance (which shall be debited to the Commercial Card Account) at any ATM in the global access network as well as participating ATMs linked to international commercial card scheme networks or any other ATMs, and as advised from time to time.
- 8.8. Certain Card Transactions will be charged as if they were a Cash Advance, including purchases at exchange houses, any purchase of foreign currency or any other transaction classified by Visa or MasterCard as a Card Transaction which should be charged as if it were cash.
- 8.9. The Bank will charge a fee for each cash withdrawal or Cash Advance as set out in the Tariff of Charges.

9. Repayments

- 9.1. The Bank will send to the Customer, monthly, a Commercial Card Account statement detailing all Card Transactions effected during the preceding calendar month (the "Billing Period") and the current total amount outstanding ("Amount Outstanding") in respect of each Commercial Card and the date on which the Commercial Card Account statement is due for settlement (the "Payment Due Date"). If there has been no Card Transactions in a particular Billing Period, the Bank may not send the Customer a statement for that Billing Period.
- 9.2. Payments made by the Customer will only take effect when received by the Bank in cleared funds.
- 9.3. The Bank may allow third parties to make payments to the Commercial Card Account.
- 9.4. Payments received are applied to pay off the minimum payment shown on the Commercial Card Account statement, then the remaining balance on the statement. The Bank applies the Customer's payment to categories of balance in the following order:
 - ◆ Fees and charges
 - ◆ Finance charges/Interest
 - ◆ Cash advances
 - ◆ Purchases
- 9.5. If the Customer fails to pay the Amount Outstanding in cleared funds by the Payment Due Date a late payment fee will be charged in addition to the finance charges as set out in the Tariff of Charges.
- 9.6. Charges will be levied on Cash Advances and purchases at the rate shown in the Tariff of Charges.
- 9.7. If the Customer does not repay the entire Amount Outstanding on or before the end of the Billing Period the Customer will continue to be charged the finance charge for a Cash Advance from the date of the Cash Advance until it is repaid in full.
- 9.8. Where payment is made by cheque the Customer shall allow five (5) Business Days for the cheque to clear and the amount to be credited to the Commercial Card Account. Any payment by a cheque that is subsequently dishonoured will incur a fee as set out in the Tariff of Charges.
- 9.9. Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon the verification and crediting of the same to the Nominated Account or Card Account.
- 9.10. If the Customer disagrees with any charge or other sums or transactions indicated in the monthly statement, the same should be communicated to the Bank within 30 days of the statement date, failing which the Customer shall not be entitled to query the charge or transaction.
- 9.11. The Customer or a Cardholder should not make any payment that places the Commercial Card Account in credit, otherwise the Bank may suspend the use of the Commercial Card until the Bank has refunded excess funds.

10. Cancellation of a Commercial Card and terminating the Terms and Conditions

- 10.1. Commercial Cards remain the property of the Bank and the Bank may suspend or cancel a Commercial Card or Commercial Card Account at any time for any reason without prior notice but shall inform the Customer of such suspension or cancellation as soon as reasonably practicable.
- 10.2. The Bank will cancel a Commercial Card upon receipt of:
 - 10.2.1. a written request from the Customer; or
 - 10.2.2. a call to the Bank's helpdesk from the Customer or a Cardholder or anyone with a Delegation of Authority, requesting to cancel a Commercial Card.

11. Consequences of cancelling a Commercial Card

11.1. Upon cancellation of a Commercial Card:

- 11.1.1. all amounts outstanding on the Commercial Card will become immediately due and payable by the Customer;
- 11.1.2. interest on any sums demanded under these Terms and Conditions shall accrue from the date of demand until the date of payment at the prevailing Commercial Card interest rate, both before and after judgment, which will be calculated on the daily outstanding balance and compounded monthly until full payment is received;
- 11.1.3. the Customer shall be responsible for all costs charges and any expenses incurred by the Bank in recovering any amounts outstanding including legal fees on a full indemnity basis;
- 11.1.4. termination of the Terms and Conditions, shall be without prejudice to any claims or rights of action of either party accrued prior to termination; and
- 11.1.5. the provisions of these Terms and Conditions shall continue to apply in relation to all sums due from either party to the other until they have been paid in full.

12. Right to Set off

- 12.1. The Customer hereby authorises the Bank to, without notice, combine or consolidate the amount outstanding on the Customer's Commercial Card Account with any other account which the Customer maintains with the Bank and set-off or transfer any monies standing to the credit of the Customer's other accounts in or towards satisfaction of the Customer's liability to the Bank under these Terms and Conditions.
- 12.2. The Customer expressly agrees that the Bank shall have the right to retain any cash collateral placed in the Customer's current/term deposit or any other account with the Bank or deposits held as a security for the issuance of Commercial Cards for a period of up to 45 days after the Commercial Cards have been physically returned to the Bank, and to set-off against any such funds without notice to the Customer all amounts due from the Customer to the Bank.
- 12.3. In the event of the Customer's insolvency, liquidation or any attachment of the Customer's assets by a creditor or of a Cardholder's bankruptcy or Cardholder's death all outstanding amounts are immediately due and payable and, the Customer or Cardholder as appropriate will immediately cease the use of such Commercial Card(s) and return it or them to the Bank and pay any amount that may be outstanding under these Terms and Conditions.

13. Delegation of Authority and Card Administrators

- 13.1. The Customer authorises the Bank to rely upon and act in accordance with any notice, instruction or demand or other communication which may from time to time be, or purport to be given by telephone by the Cardholder or individual with a Delegation of Authority or by a Card Administrator through the Commercial Card Portal (the "Instructions") without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions. The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Customer and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank 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 purports to bind the Customer to any agreement or other arrangement with the Bank or with any other person or to commit the Customer to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions. The Bank is not obliged to accept and act upon the Instructions which include the following:
 - 13.1.1. a change in mandate;
 - 13.1.2. a change in Delegation of Authority;
 - 13.1.3. a change to authorised signatory; and
 - 13.1.4. giving a power of attorney to another person/entity.
- 13.2. In consideration of the Bank acting in accordance with the terms of this authorisation the Customer hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and arising out of or in connection with the Instructions.

14. Notices and demand

Where the Bank gives any notice to or makes any demand on the Customer such notice or demand shall be deemed properly served if served upon the Customer at the billing address on record with the Bank.

15. General

- 15.1. The failure of a party to exercise or enforce any right conferred upon it by these Terms and Conditions shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of it any time or times after the failure.
- 15.2. If any provision of these Terms and Conditions is or proves to be or becomes illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed deleted from these Terms and Conditions and the legality, validity and enforceability of the remaining provisions of the Terms and Conditions shall not be in any way affected.
- 15.3. Without prejudice to the Bank's rights to apply any previous agreements and/or documents relating to other outstanding amounts due to the Bank, these Terms and Conditions supersede any similar agreement with the Bank in connection with the issue or use of any existing Commercial Card(s).

16. Variation

- 16.1. The Bank reserves the right to, at any time, to vary or amend the foregoing Terms and Conditions or to introduce new Terms and Conditions. Any such variations or amendments will become effective and binding on the Customer upon 30 days' notification to the Customer by any means the Bank deems fit, including being posted to the Bank's website at <http://www.business.hsbc.com.bh/en-gb/>. If the Customer is unwilling to accept any such variations or amendment, the Customer must return the Commercial Card(s) to the Bank for cancellation. The Customer will indemnify the Bank (notwithstanding any termination of these Terms and Conditions) against Card Transactions of these Commercial Card(s) prior to the return of the Commercial Card to the Bank.
- 16.2. Notwithstanding clause 16.1 above, the Customer hereby agrees and confirms that the Bank may make any amendments to these Terms and Conditions without complying with clause 16.1 above where such amendments are, in the Bank's sole opinion, required in order to comply with any law or regulation and any such amendments shall become effective immediately without any prior notice to the Customer.

17. Governing law

These Terms and Conditions and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by the laws of the Kingdom of Bahrain. The parties submit to the non-exclusive jurisdiction of the Bahraini Courts.

18. Customer Information

- 18.1. The Customer irrevocably agrees that the Bank may transfer or subcontract the provision of any part of services provided to the Customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred by the Customer as a result of the negligence, breach or default of any such third party and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.
- 18.2. The Customer and the Cardholder authorises the Bank to disclose information concerning the Customer's Commercial Card Account and the Cardholder to such persons as the Bank may see fit, including any member of the HSBC Group and any regulator or other authority applicable to it or other Banks or financial institutions where the Customer has failed at any time to pay sums when due.
- 18.3. The Customer authorises the Bank to disclose to, and receive from, any Credit Bureau all relevant information required for the purpose of conducting credit checks and obtaining or providing credit references concerning the Customer's Commercial Card Account.
- 18.4. The Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or in part any amount outstanding in relation to the Customer's Commercial Card Account. The Customer hereby authorises the Bank to appoint collection agents for recovery of outstanding amounts. The Customer shall be liable and responsible for the payment of all the costs of collection of dues, legal expenses, fees and outstanding amounts with interest, should it become necessary to refer the matter to a collection agency or to a legal recourse to enforce payment.

19. Complaints

If the Bank does not deliver the standard of service expected or if the Customer or a Cardholder thinks that the Bank has made a mistake, please let the Bank know. The Bank will then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition, the Bank will take steps, where appropriate, to prevent a recurrence. Please allow the Customer's Branch Manager, Relationship Manager, or the Manager of the department concerned the first opportunity to answer any concerns and put matters right.

20. Lodged Cards – only applicable to Lodged Cards

In the event that the Customer has lodged a card with a travel agency the Bank may treat any request by mail or telephone made by the Customer to the travel agency for the supply of tickets and/or services to be charged to the Commercial Card(s) as authority for the travel agency to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, shall be treated as having been duly signed by the Customer.

21. Smart Data Gen 2

- 21.1. SDG2 is a service provided by MasterCard International and the Bank is not responsible or liable for any loss, damage suffered or incurred of whatsoever type in relation to SDG2, including any availability of any service offered through SDG2 or any errors inaccuracy or omission of any data of information.
- 21.2. The Bank or MasterCard may vary the amount of the relevant fee payable at their discretion, but any change will only be effective after notice has been given to the Customer in accordance with these Terms and Conditions.
- 21.3. The Customer and the Cardholder agree that the Bank will supply details of the Customer and/or Cardholder and any transactions completed using the Commercial Card to MasterCard or to any other person nominated by the Bank or MasterCard for the purpose of providing the SDG2 services which may include information being shared with MasterCard wherever located.
- 21.4. Upon request from the Customer and subject to the payment of the relevant fee as stated in the Tariff of Charges, the Customer and/or Cardholders may use the SDG2 facility and any other service provided through SDG2.
- 21.5. The Customer agrees that additional terms and conditions may apply to the use of SDG2 or any services accessed through SDG2 from time to time. Any additional terms will be notified to the Customer and be deemed accepted on the Customer or Cardholder's first use of SDG2 following notification of any new terms.

22. Commercial Card Portal

- 22.1. The Bank is not responsible or liable for any loss, damage suffered or incurred of whatsoever type in relation to the Commercial Card Portal, including any availability or unavailability of any service offered through the Commercial Card Portal or any errors inaccuracy or omission of any data of information.
- 22.2. The Bank may vary the amount of the relevant fee payable at its discretion, but any change will only be effective after notice has been given to the Customer in accordance with these Terms and Conditions.
- 22.3. The Customer and the Cardholder agree that the Bank will supply details of the Customer and/or Cardholder and any transactions completed using the Commercial Card to a third party for the purpose of providing the Commercial Card Portal which may include information being shared with our service provider wherever located.
- 22.4. The Customer agrees that additional terms and conditions may apply to the use of the Commercial Card Portal, as detailed in the Product Guide.

23. Commercial Card Features

Please refer to the Bank's website at <http://www.business.hsbc.com.bh/en-gb/payments/productfamily/corporate-cards> for details of the Commercial Card Features available. Separate terms and conditions apply to the Commercial Card features which may be amended by the Bank from time to time. The Bank is not liable for representations or commitments to the Customer or a Cardholder made by third parties, including any Bank alliance partners. The Bank will mention on its website if any Commercial Card Feature is made available by a third party.

**On behalf of the Customer, I/We agree the Customer will be bound by these Terms and Conditions.
Signed for and on behalf of the Customer by its duly authorised signatory(ies)**

Authorised Signatories – Acting together/individually (delete as appropriate as per the Customer Mandate)	
Signed by/for and on behalf of the Customer	
Authorised Signature(s) and seal <input type="text"/>	Authorised Signature(s) and seal <input type="text"/>
Full name <input type="text"/>	Full name <input type="text"/>
Title: <input type="text"/>	Title: <input type="text"/>