

Terms & Conditions

Important: Before you use the Credit Card issued by HSBC Egypt (the "Card"), please read carefully Terms and Conditions of the Cardholder

printed below. By using the Card and/or signing its receipt, the Cardholder is accepting the Terms and Conditions set out below and will be bound by them as follows:

The Card is issued by HSBC Bank Egypt (the "Bank") where the Bank is located at 306 Corniche El Nil Street, Maadi, Cairo, Egypt.

P.O.Box 124 Maadi. The Card must be signed by the person to whom it is issued (the "Cardholder") immediately upon receipt.

1. Issuing of Cards

1.1 Use of the Card is restricted to the Cardholder and subject to these Terms and Conditions, the Card remains valid until its date of expiry mentioned on the Card.

1.2 The Cardholder will not permit any other person to use the Card and will at all times safeguard the Card and any Personal Identification Number (the "PIN") issued, and keep it under his/her personal control.

1.3 The Bank will maintain an account in the name of the Cardholder in respect of the Card (the "Card Account") to which the value of purchases of goods and services, cash advances, fees and charges effected by the use of the Card ("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 Card or Card number shall be charged. A statement of amounts so charged will be sent to the Cardholder at his last known address and any such statement shall be deemed to have been received by the Cardholder 4 days after dispatch by the Bank.

1.4 The Bank may issue Supplementary Card(s) to any person nominated as a Supplementary Cardholder by the Cardholder. These Terms and Conditions shall apply to the use of any Supplementary Card(s) and the term the "Card" shall whenever applicable include such Supplementary Card(s). The Cardholder shall be bound by and be liable for the use of any Supplementary Card(s). The Supplementary Cardholder is not permitted the use of an Automated Teller Machine ("ATM") to operate the Nominated Account referred to in paragraph 2.4 (a) of these Terms and Conditions, unless the Supplementary Cardholder is an authorized signatory on the said Nominated Account. In addition to its other rights and powers under this Agreement, the Bank may cancel any Card/Supplementary Card(s) at any time, and seek the return of the Card/Supplementary Card(s) issued to the Cardholder/ Supplementary Cardholder(s). The Cardholder and Supplementary Cardholder(s) will be jointly and severally liable for all Card Transactions effected by any Supplementary Card(s).

2. Operating your Account

2.1 The Cardholder will be responsible for all credit or other facilities granted by the Bank in respect of the Card and for all related

charges hereunder, notwithstanding the termination of this Agreement.

2.2 The Cardholder must sign Sales Slip, Cash Advance Slip or Mail Order Coupon whenever the Card is used by the Cardholder and should preserve a copy of the same. Copies of the Sales or Cash Advance Slips may be provided at the sole discretion of the Bank subject to an additional charge. Provision of sales slip copies may take a minimum of 45 days subsequent to the Cardholder'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 Cardholder from liability to the Bank in respect thereof.

2.3 The value of all Card transactions will be charged to the Card Account in Egyptian Pounds. Card transactions in foreign currencies will be converted into the equivalent in Egyptian Pounds at the prevailing market rate (wholesale rate) at the posting date and not at the transaction date, attracting fees and charges of up to 2.75% based on the type of Card used.

2.4 If the Cardholder is authorised by the Bank to use the Card at an ATM belonging to the Bank or any member or associate member of the HSBC Group of companies or any member Bank of MasterCard International/Visa International or any other ATM as advised to the Cardholder from time to time, the following additional Terms and Conditions shall apply:

a) The Cardholder shall accept full responsibility for all transactions processed by the use of the Card at any ATM that accepts it, (the

Bank's record of transactions processed being conclusive and binding for all purposes) and hereby authorises the Bank to debit

the Cardholder's Current or Savings Account as specified in the Card application (the "Nominated Account") or the Card Account with the amount of any withdrawal or transfer effected by the use of the Card with or without the Cardholder's knowledge or authority.

b) The Bank's record of transactions processed by the use of the Card at an ATM shall be conclusive and binding for all purposes.

c) The Cardholder shall not be entitled to overdraw the Nominated Account or Card Account with the Bank.

d) The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of the Cardholder's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.

e) Any cheque deposited at an ATM shall only be credited to the Nominated Account or Card Account after clearing by the Bank

(which shall be conclusive and binding as against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank.

f) Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon verification and crediting the same to the Nominated Account or Card Account within 3 working days.

2.5 The Cardholder and/or a Supplementary Cardholder must notify the Bank's Card Services Department in writing as soon as possible of

any changes in the Cardholder's and/or the Supplementary Cardholder's employment/ office/ home address and telephone numbers. The written notice should be hand delivered at the Bank's address appearing at the beginning of these Terms and Conditions. Any notice dispatched by the Bank to the Cardholder at his latest known address is deemed to be correct and has been delivered and effective.

2.6 The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the Card, nor shall the Bank be responsible in any way for the goods or services supplied to the Cardholder. Any complaint by a Cardholder may be resolved by the Cardholder with the merchant establishment. The Bank shall have no responsibility in this respect. No claim by the Cardholder against the merchant establishment may be the subject of a claim against the Bank. The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.

2.7 The Bank reserves the right to debit the Cardholder's Accounts without referring to him/her in case that any amount is found credited to him by mistake.

2.8 The Cardholder will be covered for personal insurance in accordance with the rules, terms and conditions and the exclusions of the insurance policy provided by the Bank. Please refer to the website www.egypt.hsb.com for same. The Cardholder specifically acknowledges that the insurance Company will be solely liable in case of decease, permanent total disability, injury and will not hold the Bank liable whether for compensation, claims or otherwise in any manner whatsoever to that respect.

2.9 Subject to the relevant policy terms, the Cardholder will be entitled to the benefit of any insurance policies which the Bank may from time to time enter into for the benefit of Cardholders. The Bank may vary, suspend or withdraw such benefit at its discretion and the Insurer providing any policy will be solely liable and responsible for the processing and payment of any claims.

2.10 The Cardholder shall not be entitled to the benefit of any Insurance while in breach of any part of these Terms & Conditions, nor in respect of any claim received by the Bank after the cancellation of the Card.

2.11 HSBC Credit Cards are issued for the personal use only. The Bank will have the right at its sole discretion to stop the Card if:

a) payments were performed by money transfers and/or cash deposits to the Credit Card account by any means with the purpose of increasing the available Card limit and the usage of all the Credit Limit or part of it in purchase transactions and cash advances was in an abnormal pattern.

b) the usage of the Card in any unlawful purposes including purchases of goods and services prohibited by the law in Egypt.

3. Unauthorised Transactions

3.1 The loss or theft of a Card must be reported to the Bank immediately at the address appearing at the beginning of these Terms and Conditions immediately upon discovery and also confirmed in writing immediately with details of the Cardholder's name and Card number. A Police report must also be made of the lost/stolen Card and a copy sent to the Bank. The Cardholder will be responsible for any unauthorised card transactions effected before notice of the loss or theft has been received by the Bank Card Services department.

3.2 After receipt by the Bank of written notification of loss or theft of a Card to the Bank, the Cardholder will have no further liability provided that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Card and in promptly reporting its loss to the Bank. The decision as to the bonafides of the Cardholder in this regard will rest with the Bank and the Bank reserves the right to cancel the Card and/or any Supplementary Card(s). In case the Cardholder recovers the Card, he/she shall report the matter to the Bank and the Police and immediately hand over the recovered Card to the Bank's Card Services Department, for destruction. The Cardholder must not make any attempt to use the Card.

3.3 Notwithstanding anything to the contrary herein contained, the Cardholder will be liable for all losses to the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder's consent.

3.4 The Bank may in its absolute discretion agree to issue a replacement Card for any lost or stolen Card which shall be issued on the same Terms and Conditions as the original Card or as may be amended from time to time. The Bank reserves the right to charge a replacement/handling fee to the Cardholder's Card Account at a rate to be determined by the Bank and notified to the Cardholder.

4. Credit Limit

4.1 The Bank will assign a credit limit to the Card Account which must not be exceeded without prior agreement.

4.2 If a Cardholder exceeds the assigned credit limit without prior agreement the Bank may at its discretion cancel the Card immediately without notice to the Cardholder and all outstanding amounts will thereupon become immediately due and payable.

4.3 A fee will be charged to the Card Account by the Bank if a Cardholder exceeds the assigned credit limit, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

5. Fees

5.1 The Cardholder agrees to pay a non-refundable annual fee for the Card and for any Supplementary Card(s) at a rate to be determined by the Bank and notified to the Cardholder from time to time.

5.2 A handling fee will be charged by the Bank on each cash withdrawal or advance and charged to the Cardholder's Card Account, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

6. Payment and Finance Charges

6.1 Credit Card Payments:

a) A Card Account statement will be sent to the Cardholder at the end of each period (the "Billing Period") to be determined by the Bank and notified to the Cardholder from time to time, with details of the total amount outstanding

on the Card Account (the "Amount Outstanding") and the minimum payment due computed at a rate to be determined by the Bank and notified to the Cardholder from time to time (the "Minimum Amount Due") and the date by which the payment must be made to the Bank (the "Payment Due Date"). The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s).

b) The Cardholder should retain the statement in his/her records and compare copies of sales and/or cash advance slips with the transactions appearing on this statement to ensure their validity. The Cardholder has to inform the Bank of any discrepancies in the

statement within 15 days of the statement date and their validity are not established by the Bank, the contents of this statement shall be deemed to be correct and accepted and the Bank will consider this a final confirmation from the Cardholder to its contents. The Cardholder may submit a written request to the Bank to provide copies of sales/cash advance slips or statements, cost of which to be charged to the Cardholder's account. Provision of sales/cash advance slips copies may take a minimum of 45 days.

c) Although finance charges will not be levied if the payment of the whole amount of the closing balance is received and cleared by the Bank on or before the Payment Due Date, a finance charge will be levied on cash advances at a rate to be determined by the Bank and notified to the Cardholder from time to time, from the transaction date of each cash advance on the Card Account and until it is fully paid. All cheques received by the Bank shall be subject to clearing and funds will only be credited to the Cardholder's Card Account after final clearance.

d) If the Cardholder fails to pay the Bank in cleared funds the whole amount of the closing balance by the Payment Due Date, the outstanding balance will attract a finance charge calculated on the average daily balance from the date of each Card Transaction, at a rate to be determined by the Bank and notified to the Cardholder from time to time. The finance charge is debited on the last day of the Billing Period.

e) Without prejudice to the payment of the finance charge referred to in preceding paragraph (d), if the Cardholder fails to pay the Minimum Amount Due in cleared funds by the Payment Due Date a late payment fee will be charged at a rate to be determined by the Bank and notified to the Cardholder from time to time

f) The Cardholder may issue a direct debit standing instruction on an account with the Bank (the Nominated Account) to settle the Amount Outstanding on the Payment Due Date. For direct debit standing instruction the following additional Terms and Conditions shall apply:

i. The Cardholder agrees that the Bank reserves the right to determine the priority of any such standing instruction against cheques presented to the Nominated Account or any other arrangements made with the Bank.

ii. The Cardholder understands that any amendments and cancellations to any such standing instruction should reach the

Bank at least one week before the next Payment Due Date.

g) Where payment is made by cheque the Cardholder should allow 5 business days for the cheque to clear.

h) If any standing instruction, cheque or any other instrument of the Cardholder is not honoured, or there are insufficient cleared funds to meet such payment the Bank at its sole discretion may charge the Cardholder finance charge thereon calculated in accordance

with preceding paragraph (c), and may process any such standing instruction whenever there are sufficient cleared funds to the

credit of the Nominated Account after the original date on which such debit was intended.

6.2 Any Payments made by a Cardholder will be applied by the Bank in or towards payment of the Cardholder's liabilities to the Bank under these Terms and Conditions in such order as the Bank may decide.

6.3 The Bank reserves the right to amend the finance charge and other charges from time to time, at its discretion. Publication of charges by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder. Use of the Card after the date upon which any change to these Terms and Conditions is to have effect (as may be specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change.

6.4 Details of the finance charges and other charges applicable to the Card and its use are available on request at any of the Bank's branches or a copy may be obtained directly from the Bank's Card Services Department.

6.5 The Cardholder acknowledges that the Bank may exercise its rights under Clause 7.4 in the event that the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date.

7. Cancellation of Agreement

7.1 The Bank may terminate this Agreement with the Cardholder at any time by cancelling the Card with or without prior notice and with or without assigning any reason, or refusing to renew the Card. The Cardholder may terminate the Agreement at any time by written notice to the Bank accompanied by the return of the Card and of any Supplementary Cards.

7.2 The whole outstanding amount on the Cardholder's Card Account together with any outstanding amount incurred by the use of the Card and/or Supplementary Card(s) but not already paid or charged to the Cardholder's Card Account shall become due and payable to the Bank on the termination of this Agreement. The Cardholder and the Supplementary Cardholder(s) expressly agrees that the Bank shall have the right to retain any funds placed in the Cardholder's and Supplementary Cardholder's Current/Savings/Time Deposit or any other account with the Bank or deposits held as a security for the issuance of Card and/or Supplementary Card(s) for a period of up to 45 days after the Card and any Supplementary Card(s) have been physically returned to the Bank, and to set-off against any such funds without notice to the Cardholder or Supplementary Cardholder all amounts due from the Cardholder to the Bank. In case of a deceased Cardholder or Supplementary Cardholder his/her estate will be responsible for settling any outstanding balances and other amounts due in respect of Card Transactions and shall keep the Bank indemnified from all costs (including legal fees) and expenses incurred in recovering such outstanding balances.

7.3 In the event of a Cardholder's bankruptcy or death all outstanding amounts are immediately due and payable and, the holder(s) of any Supplementary Card(s) will immediately cease the use of such Card(s) and return it or them to the Bank and pay any amount that may be outstanding under these Terms and Conditions.

7.4 The Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Card(s) for which the Cardholder is liable.

7.5 Where this Agreement relates to the use of a Supplementary Card, the Cardholder or the Supplementary Cardholder may terminate this Agreement (in so far as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. In both circumstances, the Agreement will remain in force until full payment of Card Transactions and all amounts due under these Terms and Conditions effected by the use of the Supplementary Card has been received by the Bank. Unless and until such termination takes place the Bank shall provide a renewal Supplementary Card to the Cardholder from time to time.

7.6 If, for any reason, the Cardholder fails to comply with the Terms and Conditions of this Agreement, the Bank may terminate this Agreement and proceed to recover all amounts outstanding thereunder. The Cardholder is liable to pay immediately and the Cardholder will not be exempted from any responsibilities or liabilities resulted from the use of the Card or any of the Supplementary Card(s) except after 45 days from the Card termination date in order to be sure that the Cardholder has settled all the outstanding amounts resulted from the use of his/her Card or any Supplementary Card(s). The Cardholder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

8. Authorisation and indemnity for telephone, telex and facsimile instructions

The Cardholder authorises the Bank to rely upon and act in accordance with any notice, instruction demand or other communication which may from time to time be, or purport to be given by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf (the "Instructions") without any 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 Cardholder 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 Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder 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 under terms of this authorisation and indemnity is not obliged to accept and act upon the Instructions which include the following:

- Change in Mandate
- Change to authorised signatories
- Power of Attorney to another person/entity
- Closure of the account(s) and transfer of the remaining balance by any

means In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity the Cardholder 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 howsoever arising out of or in connection with the Instructions.

The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder in accordance with the terms of the Mandate, save that such termination will not release the Cardholder from any liability under this authorisation and indemnity in respect of any act performed in accordance with the terms of this authorisation and indemnity prior to the expiry of such time.

9. General

9.1 The Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or in part any Cardholder's Amounts Outstanding. The Cardholder hereby authorises the Bank to appoint Collection Agents for recovery of outstanding amounts.

The Cardholder shall pay all the costs of collection of dues, legal expenses 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.

9.2 Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorises the Bank to verify the information furnished. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the Card or cancel the Card forthwith.

9.3 The Cardholder authorises the Bank to disclose information concerning the Cardholder and Supplementary Cardholder or the Cardholder's and Supplementary Cardholder's Card Account to such persons as the Bank may see fit, including the Central Bank of Egypt, any Credit Bureau or other Banks or financial institutions where the Cardholder has failed at any time to pay sums when due.

9.4 The Cardholder and the Supplementary Cardholder hereby authorises the Bank to, without notice, combine or consolidate the Amount Outstanding on the Cardholder's Card Account with any other account which the Cardholder and/or the Supplementary Cardholder maintain with the Bank and set-off or transfer any monies standing to the credit of the Cardholder's and /or Supplementary Cardholder's other accounts in or towards satisfaction of the Cardholder's liability to the Bank under these Terms and Conditions.

9.5 The Cardholder irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention , audit , the provision of services by any third party , debt collection , or if required by any competent government or

regulatory body) share any information , details or data relating to the Cardholder or the Cardholder's transactions with any member or associate member of the HSBC Group of Companies.

9.6 The Cardholder irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Cardholder 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 Cardholder for any recoverable loss or damage incurred or suffered by the Cardholder 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.

9.7 Information about Cardholders may be processed offshore , in the United Kingdom or elsewhere.

9.8 The Cardholder telephone calls may be recorded and retained by the Bank.

9.9 This Agreement supersedes any similar agreement with the Bank in connection with the issue or use of Card(s), such agreement being hereby cancelled.

9.10 The Bank reserves the right at all times 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 Cardholder upon notification to the Cardholder by any means the Bank deems fit. If the Cardholder is unwilling to accept any such variations or amendment, the Cardholder must return the Card along with Supplementary Card(s) to the Bank for cancellation. The Cardholder will indemnify the Bank (notwithstanding any termination of this Agreement) against Card Transactions of these Card(s) prior to the return of the Card and any Supplementary Card(s) to the Bank.

9.11 The Bank shall not be liable for any loss suffered by the Cardholder if the Bank is prevented from or delayed in providing the Cardholder with any banking or other service due to strikes, industrial action, failure of power, supplies or equipment, or causes beyond or outside its control.

9.12 The Cardholder will continue to be liable for finance charge and other charges if for any reasons set out in clause 9.11 the Bank is unable to produce or send the Cardholder a statement of account.

9.13 The Egyptian law shall govern these Terms and Conditions. Any dispute arising as to the interpretation or execution of it shall be submitted to South Cairo courts.