

## Terms and Conditions Governing OTP Service for Online Purchases

- "Agreement" means the agreement entered into between the Customer and the Bank, under which the Bank has agreed to provide the HSBC World Corporate MasterCard® Program to the Customer and cardholders that it nominates;
- "Bank", "we", "us" or "our" means The Hongkong and Shanghai Banking Corporation Limited, Singapore branch:
- "Card" means a charge card in physical form and any replacement or renewal issued by the Bank;
- "Customer" means the applicant of the HSC World Corporate MasterCard Program;
- "Designated Merchant" means any merchant who offers online purchase or payment service that requires
  identity authentication for payment by Card using "MasterCard SecureCode" or such other authentication
  service or means from time to time prescribed or accepted by us;
- "OTP" means each one time password or other means of authentication as we may specify from time to time, which will facilitate your making payments via Card through the internet in a secured manner;
- "SMS" refers to short message service which allows you to receive text messages sent through a mobile service network;
- "You" or "your" means the cardholder to whom the Bank issues the Card, at the request of the Customer, and includes his successors and personal representatives;
- 1. By using this OTP service (the "Service"), the Customer and you will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including our applicable data protection policies, the terms and conditions governing the use of your Card, and any security recommendations or notices provided by the Bank from time to time. Copies of all terms and conditions mentioned above are available at <a href="https://www.business.hsbc.com.sg/en-gb">https://www.business.hsbc.com.sg/en-gb</a>.
- 2. When engaging in any transaction for which the Service is applicable, you are required to enter an OTP sent to you via SMS before the Designated Merchant accepts your Card to pay for the transaction. If you cannot provide the OTP or the authentication through the Service fails, the Designated Merchant may not accept your Card to pay for the transaction concerned. We will not be liable for any Designated Merchant's refusal to accept your Card for the said payment for any reason.
- 3. You are responsible for the accuracy of the contact details you provide to the Bank, and must promptly inform the Bank of any change in your particulars.
- 4. You shall ensure that your mobile phone and number is able to receive text messages in Singapore and overseas, and you will be responsible for any fee imposed by your mobile phone service provider.
- 5. You acknowledge and agree that the sending of any SMS alert by the Bank and/or its receipt by you may be delayed or prevented by factor(s) beyond the Bank's control.
- 6. The Bank will not be liable for any loss, damage, expense, fee or cost, (including legal costs on a full indemnity basis), that may arise directly or indirectly from any (a) non-delivery or delayed delivery of an SMS alert; (b) non-receipt of an SMS alert; (c) inaccurate or incomplete content in an SMS alert; (d) use of the information provided in an SMS alert for any purpose other than the Service; (e) third party obtaining

your account information contained in the SMS alert by accessing your mobile phone; or (f) failure by the Customer or you to observe these terms or any security recommendations or notices provided by the Bank.

- 7. You are fully responsible for all transactions made using the Service, which transactions the Customer remains liable for.
- 8. You must not allow any other person to access the Card or the OTP used for accessing the Service.
- 9. The Bank may vary these terms at its discretion.
- 10. The Bank reserves the right to cease to provide the Service:
  - a. if you do not comply with these terms;
  - b. if the Card is terminated, or not in good standing/not conducted in a proper and satisfactory manner as determined by the Bank;
  - c. upon written notice to you.
- 11. These terms are governed by the law of Singapore, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.