

B2B Solution (via Payment Facilitator) Terms and Conditions

1. These B2B Solution (via Payment Facilitator) Terms and Conditions (“B2B Terms”) apply to and govern the Employer’s use of the Card issued pursuant to this Form (“B2B Card”). The B2B Card is a Card that remains subject to the HSBC World Corporate MasterCard Cardholder’s Agreement (“Agreement”), as supplemented by these B2B Terms. In the event of any inconsistency between these B2B Terms and the Agreement, these B2B Terms shall prevail insofar as the B2B Solution (via Payment Facilitator) is concerned and to the extent of the inconsistency.
2. Expressions defined in the Agreement have the same meanings under these B2B Terms unless otherwise specified.
3. The Employer confirms that it is responsible for conducting its own due diligence of the Payment Facilitator and for entering into a separate contractual arrangement with the Payment Facilitator for the use of the Payment Facilitator’s card acceptance facility. The Employer acknowledges that the Bank is neither affiliated to nor endorses the Payment Facilitator. The Bank (i) makes no representation or warranty, express or implied, as to, nor assumes any responsibility for, the suitability and/or quality of the services provided by the Payment Facilitator; and (ii) accepts no liability for any losses (including but not limited to any direct, indirect or consequential losses) of any kind, whether or not foreseeable, suffered or incurred by the Employer as a direct or indirect result of entering into an arrangement with the Payment Facilitator.
4. The B2B Card shall be limited for use with the Payment Facilitator in accordance with the merchant identification number set out in this Form. Merchant identification numbers may change and it is the Employer’s obligation to update the Bank of any change in the merchant identification number of the Payment Facilitator, failing which any transaction using the B2B Card may be blocked.
5. The B2B Card shall be used with the Payment Facilitator to authorise transactions only for the purposes stated in this Form. The Employer hereby represents, warrants and undertakes that the B2B Card will not be used, directly or indirectly, for any purpose that is in contravention of any laws and regulations, including but not limited to payment made in respect of any unlawful remote gambling or for the purchase of residential property.
6. The Employer shall, upon the request of the Bank from time to time, furnish supporting documents to evidence the purpose of the payment stated in this Form.
7. The Employer shall open and/or maintain a current account (“Designated Account”) with the Bank and will direct or take steps to ensure that the Payment Facilitator and the merchant acquirer of the Payment Facilitator pay the net proceeds of the authorised transaction into this Designated Account to allow the Employer to remit the payments to the supplier/creditor named in the Form.
8. The Employer acknowledges that this arrangement is akin to a cash advance. The Employer shall have the sole responsibility to remit the net proceeds of the authorised transaction credited into its Designated Account to pay its supplier/creditor identified in the Form. The Bank shall have no obligation to the Employer to (a) ensure that the funds in the Designated Account are paid to the supplier/creditor identified in the Form; (b) ensure that they are used for the stated purpose of the card payment in the Form; or (c) monitor how the funds in the Designated Account are used. For the avoidance of doubt, the Bank does not assume any duties, fiduciary or otherwise, to the Employer in availing the B2B Card, the Designated Account and this arrangement to the Employer. No trust shall be implied or inferred in this arrangement.
9. The Bank shall not be liable for any failure or delay in the Employer’s payment to the named supplier/recipient of payment in the event of (a) insufficient funds in the Employer’s designated current account; (b) insufficient available Credit Limit in respect of the B2B Card; or (c) termination of the B2B Card.

10. A breach of any of these B2B Terms shall constitute a breach of the Agreement. The B2B Card may be terminated by either party in accordance with the Agreement.

11. For the avoidance of doubt, the Bank shall be entitled, in its discretion and at any time, to vary or amend these B2B Terms either by notice to that effect available for inspection at the Bank's Card Services Centre or by giving written notice to the Cardholder and Employer or in such other manner as the Bank may deem fit and any such changes will become effective and binding on the Cardholder and Employer from the date on which it is expressed to take effect, whether or not the relevant notice has been seen or received (as the case may be) by the Employer. If the Cardholder or the Employer does not accept such changes, the Cardholder or Employer may, within seven (7) days after the Bank has given such notice, terminate the Card Account in accordance with Clause 8. If the Cardholder continues to use the Card or otherwise operate the Card Account at any time after the Bank has given such notice of change, the Cardholder and the Employer shall be deemed to have accepted and agreed to such changes without reservation.