PayMe UnionPay Card Terms and Conditions

PayMe by HSBC Terms and Conditions for use of the PayMe UnionPay Card

The following terms and conditions ("**Terms and Conditions**") shall govern your use of the PayMe UnionPay Card. They should be read together with the existing PayMe by HSBC Terms & Conditions ("**Wallet Terms**"), the Privacy Notice and the Fee Schedule (together, "**Terms**"). These documents together form your agreement with us. By being issued with and using the PayMe UnionPay Card, you confirm that you have read, understood and agree to be bound by the Terms.

1. What is the PayMe UnionPay Card

PayMe UnionPay Card is a virtual prepaid card issued by the Hongkong and Shanghai Banking Corporation Limited ("**HSBC**") pursuant to the Terms, which is connected to your existing PayMe wallet. It is another way for you to make payments from your PayMe wallet.

The PayMe UnionPay Card allows you to pay for purchases at all merchants that accept UnionPay including overseas and online merchants from time to time. By having the PayMe UnionPay Card, you will also be enabled to use the UnionPay quick-response ("QR") code function to scan or present the relevant QR code to pay. For the avoidance of doubt, if a merchant accepts PayMe but not UnionPay, you can still complete the payment using the existing PayMe wallet methods. We are not responsible for any merchant's refusal to accept the PayMe UnionPay Card or any goods or services supplied to you by any merchant.

You do not need to add funds to your PayMe UnionPay Card to start spending. All value stored in your PayMe wallet is automatically available to be spent from your PayMe UnionPay Card.

The PayMe UnionPay Card is a Platinum UnionPay Card which carries certain offers/benefits ("**Platinum Benefits**"). Platinum Benefits are offered exclusively by UnionPay. We are not responsible for any offer or redemption of any Platinum Benefits. For enquires please contact UnionPay.

2. How to set up your PayMe UnionPay Card

To use your PayMe UnionPay Card, you will need to complete the following steps:

Step 1: Upon opening your PayMe app, you will be guided through the PayMe UnionPay Card issuance journey. Otherwise, you can select "UnionPay" from your **Quick actions** banner and follow the prompts to be issued with your PayMe UnionPay Card. Once issued, you will be able to see your PayMe UnionPay Card number. You can also "flip to back" to see the CVV number and expiry date (which will be set to five (5) years). **This information is unique to you and can be used to make payments, you should keep it safe.** You can use your PayMe UnionPay Card right away.

Step 2: [Optional] You can add the PayMe UnionPay Card to other platforms downloaded on your device. This will allow you to use the PayMe UnionPay Card to make payments through those other platforms. If you do this you will be subject to the applicable terms and conditions of the other platform provider. You should read those terms before downloading and using any other platform. PayMe does not accept any responsibility or liability in relation to your use of any other platform.

Step 3: Begin making payments. There are a number of different ways you can do this.

Within the PayMe app and/or other platform

To make a payment, either:

- a) present the UnionPay QR code to the relevant merchant; or
- b) scan the QR code provided by the relevant merchant.

E-commerce

Select payment by UnionPay card

Input the relevant card details including your unique PayMe UnionPay Card number, CVV, expiry date (and name if requested).

PayMe may send you an SMS one-time passcode to complete the transaction. Please make sure your phone number on record is up to date to ensure you are able to receive this.

3. Eligibility

The PayMe UnionPay Card is available to selected PayMe wallet holders as determined by PayMe at its sole discretion.

To use the PayMe UnionPay Card, you are required to maintain an active PayMe wallet in accordance with the Wallet Terms. At all times, the Terms apply to your use of the PayMe UnionPay Card.

Your PayMe UnionPay Card will be linked to your existing PayMe profile. For this reason, you can only have one PayMe UnionPay Card at a time. The verification status of your PayMe wallet (unverified or verified) will also apply to your PayMe UnionPay Card. That is, your PayMe UnionPay Card will be subject to the same transaction limits as your PayMe wallet.

4. Using your PayMe UnionPay Card

We recommend you ensure that there are sufficient funds in your PayMe wallet before using your PayMe UnionPay Card to pay for any purchase.

Once a payment has been successfully processed, the amount will be debited from your PayMe wallet and you will receive a transaction success confirmation email. You can

review your PayMe wallet and PayMe UnionPay Card transaction details at any time in your Me Timeline.

In some scenarios, when attempting to make a payment through the PayMe UnionPay Card, there may be insufficient funds in your PayMe wallet. In this instance, we will check to see if there is a top-up source available. If this is available and you are within your top up limits, the shortfall of the transaction will be topped up via your top-up source in order to complete the payment. When you authorise the payment, you are simultaneously authorising this top up functionality.

The PayMe UnionPay Card also supports pre-authorisation (hold the balance). – This may be requested if authorisation of a transaction is required prior to it being completed (for example, a hotel reservation). If a PayMe wallet has sufficient balance or top-up is successful at the time of pre-authorisation, pre-authorisation temporarily holds a certain amount of the PayMe wallet funds until the merchant posts or cancels the transaction. If cancelled, the held amount is released back to the PayMe wallet. If the merchant posts the transaction, the amount is converted to a charge and debited from your PayMe wallet. It may take up to thirty (30) days for the payment to be settled from your PayMe wallet. The payment will show as "Pending" in your Me Timeline until the point of settlement. In rare cases, if the settlement amount changes between point of authorisation and the point of settlement (for example, an exchange rate may change), the amount which is settled may be different from the transaction amount you confirmed. If the amount being settled is more than the transaction amount you confirmed, the shortfall will be debited from your PayMe wallet. If you do not have sufficient wallet balance for the debit, your wallet balance will be reduced to negative and we will treat the shortfall as a top-up in accordance with the Wallet Terms. You are required to top up your PayMe wallet to repay the shortfall within thirty (30) days of the settlement. That is, you are obliged under these Terms to settle this shortfall amount. If this happens you will not be able to send any money or complete any payment transaction until you have repaid.

You will be able to manage your PayMe UnionPay Card in the **card management** page of your PayMe app. You can check your balance at any time on the card management page. You can also choose to lock and unlock your PayMe UnionPay Card. This functionality is provided as a safety control in case you believe your PayMe UnionPay Card details are at risk. If your PayMe UnionPay Card has been locked, you will not be able to use the card details to complete any e-commerce transactions. If you have added your PayMe UnionPay Card to any other third party platforms, you will also not be able to make payments. However, you will still be able to make QR code payments within the PayMe app. **Do not allow anyone else to use or access your mobile device and do not share your passcode details.**

If after issuance you no longer wish to have the PayMe UnionPay Card issued on your PayMe app, you may reach out to us via the Contact Us section on the PayMe app. We are able to delete the PayMe UnionPay Card at your request. If you change your mind, you can subsequently re-issue a new PayMe UnionPay Card through the PayMe app. In

the event a new PayMe UnionPay Card is issued, you will be provided with a new card number, CVV and expiry date.

You are advised to regularly check your latest transactions relating to your use of the PayMe UnionPay Card. Let us know straight away if you think there are any errors or transactions you don't recognise. If you don't let us know within 50 days after the transaction, we may be unable to take any action in relation to that error or unauthorised transaction.

You should keep your PayMe UnionPay Card details safe at all times. Always follow the security tips and guidance that we make available on the PayMe app and website. You can also refer to the Wallet Terms for further detail on keeping your security details safe.

You'll be responsible for all transactions made through your PayMe UnionPay Card until you tell us that your PayMe UnionPay Card, PayMe wallet, device or security details are at risk. You bear all risks and consequences of all transactions effected by the use of your PayMe UnionPay Card.

5. Stopping transactions, refunds and chargebacks

Depending on the circumstances, payments made via the PayMe UnionPay Card may be irreversible and cannot be refunded by PayMe. You should exercise care and be aware of the relevant refund policies before carrying out a payment transaction with any merchant. If a merchant agrees, they may refund your transaction subject to their terms and conditions. In such case, we will follow any refund instructions and make the refund available to you in your PayMe wallet or other channel as advised. PayMe does not determine the outcome of any refund request and is not responsible for any losses this may cause you.

In certain circumstances, you may be eligible to receive a chargeback for the disputed amount. This is determined at the discretion of the applicable acquirer in accordance with relevant card scheme rules. PayMe does not determine the outcome of any chargeback request and is not responsible for any losses this may cause you. For more information, please review our FAQs and contact us if you have any further questions.

If you request a refund for an overseas payment, the amount that you receive that involves foreign currency exchange (if any), may be less than the amount originally debited. This may be because of, without limitation, any handling fee and/or currency exchange adjustment.

If you have a disagreement with a merchant you have paid, you must raise it with them directly. We are not responsible for any losses this may cause you.

6. Suspending or stopping your use of the PayMe UnionPay Card

If for any reason your PayMe wallet is suspended or your access to the PayMe wallet has been stopped in accordance with the Wallet Terms, your access to the PayMe UnionPay Card will also be disabled. You will not be able to transact with your PayMe UnionPay Card if this happens.

Once access to your PayMe wallet is restored, your existing PayMe UnionPay Card will be enabled and you will be able to continue transacting.

If your PayMe UnionPay Card has not been used for any payment transaction for one (1) year or such other period as we may announce from time to time, we may delete your PayMe UnionPay Card without prior notice as a security measure. If a PayMe UnionPay Card is deleted it cannot be enabled again and a new PayMe UnionPay Card will have to be re-issued via your PayMe app.

PayMe also has the right to delete or disable your use of the PayMe UnionPay Card at any time in accordance with the Wallet Terms or at its discretion and without prior notice or providing reasons. If this occurs, you will not be able to use the PayMe UnionPay Card to make payments. We are not responsible or liable for any losses this may cause you.

7. Fees

All applicable fees are set out in our Fee Schedule which you'll find online. The Fee Schedule may change from time to time. Please seek confirmation of any prevailing charge at the time you use the PayMe UnionPay Card.

Payment transactions involving currency other than the Hong Kong dollar will involve foreign currency exchange. The calculation of the conversion will be based on the rate imposed by UnionPay from the range of rates available in wholesale currency markets on the day when the relevant transaction is processed (which may be different from the rate available on the actual date when the payment took place).

8. Personal data

Please refer to our existing Privacy Notice – which explains how we'll collect, store, use and share your data.

We may provide your personal data to UnionPay or its merchants in relation to the issuance of, and your use of, the PayMe UnionPay Card via the UnionPay network. You may also provide your personal data to other platform providers if you wish to upload your PayMe UnionPay Card to their respective platforms. We have no control of the privacy and security of any personal data you provide to other third parties. Please refer to and read the respective privacy policy of each before providing your personal data.

9. Other things we want you to know

We are not responsible for any loss, damage, claim, liability suffered by you arising out of or in connection with the PayMe UnionPay Card.

These Terms and Conditions shall not create or give rise to any third party rights. The application of any legislation conferring third party rights (including the Contracts (Rights of Third Parties) Ordinance) is expressly excluded.

We reserve the right to vary or cancel these Terms and Conditions (including the Fee Schedule) at any time without prior notice.

In the event of any dispute, our decision shall be final and conclusive.

In the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version will prevail.

Praises and complaints, we want to hear them all! Please refer to the Contact Us section on the PayMe App Settings for details on how to contact us. You may also refer to our Frequently Asked Questions on the PayMe App or website. Please talk to us if you're unhappy about something.

We hope that we can always resolve issues ourselves but if we do ever need a court to settle a dispute between us, the laws of Hong Kong will apply to the interpretation of these Terms and Conditions and the dispute will be dealt with in the courts of Hong Kong. You'll be responsible for any reasonable amounts we spend in order to defend or exercise our rights against you. You must repay these to us as soon as possible when we ask.

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