



**Visa Card Supplement
Hong Kong**

VISA CARD SUPPLEMENT HONG KONG

1. INTRODUCTION

- 1.1 This document (the '**Card Supplement**') is a supplement to the Master Services Agreement and the Payout and FX Terms (the '**Customer Agreement**') and it must be read together with the Customer Agreement. This Card Supplement together with the Customer Agreement governs the use of the Visa Cards (the "**Card**") by you ('**Customer**' or '**you**') and your Additional Cardholders. Unless otherwise defined in this Card Supplement, all capitalised terms have the meanings given in the Customer Agreement.
- 1.2 The Card is issued by Airwallex (Hong Kong) Limited ('**Airwallex**', '**us**' or '**we**'), which has its registered office at Suite 1106-8, 11/F., Tai Yau Building, No. 181 Johnston Road, Wanchai, Hong Kong. Airwallex's contact details are set out below.
- 1.3 You or any Authorised User may request that a Card be issued to you or any Additional Cardholder in accordance with clause 3. If we agree to your request, these terms and conditions shall apply to the use of any Cards we issue to you or any Additional Cardholder. By applying for, or using, a Card, you confirm that you accept and agree to this Card Supplement as it may be amended from time to time by Airwallex. If you do not agree, please do not apply for, or use, your Card.
- 1.4 You should also download a copy of this Card Supplement and keep it for future reference or ask us for a copy at any time. You can always see the most current version of this Card Supplement (as well as the Customer Agreement), on our website www.airwallex.com.

2. USING THE CARD

- 2.1 **Applying for a Card.** When you or an Authorised User requests a Card, it will be issued in the form of a virtual card ('**Virtual Card**').
- 2.2 A Virtual Card shall consist of a 16-digit account number, expiry date and '[CVV/CVV2]' code (the '**Card Details**') which will be made available to you through the Airwallex Platform, if we agree to your request to be issued with a Card. We may in the future provide the functionality for you to be issued with a physical card ('**Physical Card**'). Physical Cards will be sent to you in the mail, if we approve your request for a Physical Card.
- 2.3 We require that you hold sufficient cash collateral in your Airwallex account before you can use your Card as a means of payment for goods and services. The Card is a good funds card and we have the right to use the cash collateral in your Airwallex account to settle any outstanding balance incurred on the Card (including all related fees) within the time period determined by us from time to time, which, other than for the fees, can be on the same day or up to a few days after the date the relevant transaction is made.
- 2.4 You must only use your Card for lawful purposes. All Cards remain our property and we may request that you return all Cards to us at any time.
- 2.5 **Virtual Card.** A Virtual Card may be used to make purchases over the phone or the internet or in any 'card not present transaction' by entering your Card Details where Visa is accepted as a means of payment. A Virtual Card cannot be used to make a payment in person or in any transaction which requires the use of a Physical Card. Virtual Cards may be issued for one time use (meaning they can only be used for a single transaction) or can be issued so that they can be used repeatedly until the expiry date.

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- 2.6 **Physical Card.** Physical Cards may be used in the same way as a Virtual Card and may also be used for in store and card present transactions where Visa is accepted electronically. We may not permit the Card to be used for manual or offline transactions.
- 2.7 If your Physical Card has the payWave logo present, you will be able to make transactions by tapping your Card against the contactless reader at a participating merchant. If your purchase does not exceed the Hong Kong dollar amount determined by us from time to time, you may be able to transact without further cardholder verification. If your purchase exceeds the Hong Kong dollar amount determined by us from time to time, then you will only be able to transact after successful completion of additional cardholder verification steps. .
- 2.8 **Activating your Card.** If you receive a Physical Card, you must sign the back of the Card and activate the Card immediately upon receipt.
- 2.9 You must only use the Card if you honestly and reasonably expect to be able to pay your account in full.
- 2.10 We may impose a limit on your Card at any time with or without notice to you, based on our reasonable assessment of the credit risks associated with your Card account, including but not limited to your account status, payment history and information made available to us from credit reference agencies.
- 2.11 **Pre-authorisation.** Certain merchants may pre-authorise the estimated amount of (or a certain percentage of) your final bill. Where a merchant seeks a pre-authorisation, the amount of the pre-authorisation may be reflected in the balance of your Airwallex account and may be made unavailable for future purchases. Any portion of such pre-authorised amount which is not applied towards the payment of goods or services will be made available in your Airwallex account for future purchases.
- 2.12 **Currency conversion.** Your Card may be used to make purchases in certain Supported Currencies and Visa Currencies.
- 2.13 If your transaction is in a Supported Currency, the amount of your transaction shall be invoiced to you in that Supported Currency. If you do not have a sufficient balance in the relevant Supported Currency, Airwallex will: (a) automatically convert the transaction currency to your Primary Currency at the prevailing FX Exchange Rate at the time of the transaction; and (b) use the converted funds in your Primary Currency to pay the outstanding balance of your Card for that transaction. If your transaction is in a Visa Currency, the amount deducted from your Airwallex account will be calculated using the prevailing foreign exchange rates determined by Visa for that transaction. You acknowledge and agree that we have no control over the foreign exchange rates selected by Visa and Visa may charge you a fee as part of this conversion process. If you do not have a sufficient balance in the relevant Supported Currency and an automatic conversion is required, the FX Exchange Rate may include a margin for automatic conversion. .
- 2.14 You should ensure that you have sufficient cash collateral in your Airwallex account in the relevant currency for a transaction. The amount of cash collateral required in your Airwallex account shall be determined from time to time by Airwallex in its sole discretion. If the amount of cash collateral in your Airwallex account is, in Airwallex's sole opinion, not sufficient, the transaction may be declined. You acknowledge that Airwallex and/or Visa may perform multiple currency conversions in order to settle a particular transaction.
- 2.15 **Statements.** If fees are payable on your Card, we will send you monthly statements to you showing you the amount that you need to pay to us to settle your obligations under the

Card account. You are required to pay the fees in full within 14 days of the date of our monthly invoice (**Payment Due Date**). You are responsible for confirming the correctness of your monthly statement. If you dispute any transaction amount, fee or charge (collectively "**Charge**"), you must notify us no later than five days from the statement date, otherwise we will treat the statement as conclusive evidence of its contents. We will take reasonable steps to assist you to resolve disputed Charges by providing information about the disputed Charge. If we agree to give you a temporary credit for a disputed Charge, you must pay us for all other charges.

- 2.16 **Payments.** You must always pay us in the currency in which we bill you. If we accept late payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under this Agreement (including the Card Supplement) or at law, and it does not mean that we agree to change this Agreement (or the Card Supplement). We may credit part payments to any of your outstanding Charges as we choose.
- 2.17 **Card Fees and Charges.** The fees and charges payable for the use of the Card are set out in [\[insert url\]](#), assuming a maximum of 50 Cards issued under your account, unless we agree other fees with you in writing. We may change the fees and charges by giving you no less than 30 days' prior written notice, or in accordance with Applicable Law.
- 2.18 **Refunds.** If you receive a refund on a Card payment in a Supported Currency, we will credit your Card account in that currency. If you receive a refund in anything other than a Supported Currency, that amount will be converted into your Primary Currency before being credited to your Card account at an exchange rate determined by Visa (which may be different to the exchange rate for the original transaction). Generally, transactions made in one currency must be refunded in that same currency. Refunds of transactions made through your Card shall be credited to the balance of your Card account and may not be made through other means (for example, through cash).
- 2.19 **Merchant surcharges.** In some instances you may also be charged a surcharge by merchants in connection with the use of your Card. The surcharge may be applied once you have confirmed the amount of the transaction. This surcharge may appear as a separate transaction or as part of the entire purchase amount. Once you have confirmed the transaction, you will not be able to dispute the surcharge amount.
- 2.20 **Authorisation and Suspension.** Transactions on your Card may require our authorisation. We may in our reasonable discretion deny authorisation and/or suspend the use of your Card without giving you any notice, including (but not limited to) in circumstances where (i) the cash collateral you have in your Airwallex account is insufficient, (ii) the requested transaction exceeds any transaction limit that we may set in connection with your Card from time to time; (iii) we suspect that there is fraud or a security issue; or (iv) we suspect that your Card is being used for an illegal purpose. Before we authorise a transaction, we may require you to confirm your identity by following certain steps specified by us. You acknowledge and agree that we are not liable to you or any other person for any loss suffered as a result of an authorisation not being granted. We may, at our discretion, restore your use of the Card subject to conditions determined by us.
- 2.21 **Expiry date.** Unless you tell us not to, we may automatically issue a new Card prior to the expiry date of an existing Card, but we are not obliged to do so. You must not use a Card after its expiry date.
- 2.22 **Goods and Services.** We are not responsible for, nor make any representations or warranties in respect of, the quality, safety, legality, or any other aspect of any goods or services that you purchase with the Card. We are not liable for any loss arising from any

merchant refusing to accept your Card. Any complaints, claims or disputes about any goods or services purchased with a Card must be resolved directly with the merchant concerned in the transaction. You are not entitled to withhold payment from us because of any unresolved complaint, claim or dispute with a merchant.

2.23 **Transaction and Card limits.** We may from time to time set transaction limits on your use of the Card, which may be on a per day or per transaction basis. Other third party organisations may impose additional restrictions on the amount of your transactions. We may also place limits on the number of Cards you can request from us each month, or that you may have active at any one time.

3. **CARD MANAGEMENT; ADDITIONAL CARDHOLDERS**

3.1 **Who may request Cards.** You and each of your Authorised Users which are authorised by you to request Cards may request a Card be issued to you or an Additional Cardholder. Cards may be issued to Additional Cardholders that are your employees for use in connection with your business. Cards may only be issued for business purposes and may not be issued to any person that is not your employee.

3.2 You must, or must ensure that, we will be provided with the following details of an Additional Cardholder: name, billing address, phone and email address and any other contact or identification information of the Additional Cardholder that we may reasonably require. You must inform us promptly if any details previously provided about an Additional Cardholder changes or is incorrect. You will ensure that your Additional Cardholders comply with the Card Supplement and in respect of your obligations and liabilities under the Card Supplement and for such purposes any references to:

- (a) 'you' shall (where the context requires) be read as including your Additional Cardholders; and
- (b) any reference to 'your Card' or 'Card' shall (where context requires) include Cards issued to Additional Cardholders.

3.3 We may in our discretion refuse to issue a Card to an Additional Cardholder (for example, where we have not been provided with information we have requested about the Additional Cardholder) or limit the number of Additional Cardholders in connection with your Card account.

3.4 **Your liability for Additional Cardholders.** You acknowledge and agree that you are liable for all transactions made by an Additional Cardholder using a Card. You are also bound by all requests made by an Authorised User for us to issue any additional Card to an Additional Cardholder. We are not responsible for resolving private disputes between any of you, any Authorised Users and any Additional Cardholders.

3.5 **Cancelling a Card.** You or any Authorised User who is authorised by you can view details of the Cards that have been issued in connection with your Card account and you or any Authorised User who is authorised by you may request that any or all of those Cards be cancelled or temporarily suspended, at any time, by notifying us and destroying or returning the relevant Card (or Cards) to us.

3.6 We may cancel or temporarily suspend a Card with immediate effect by giving you (and the relevant Additional Cardholder, if applicable) written notice if we have reasonable grounds for suspecting that the security of the Card is compromised or you or an Additional Cardholder have breached the Card Supplement or any Additional Terms.

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- 3.7 You will remain liable for all transactions made through your Card (and for the avoidance of doubt, all transactions made by an Additional Cardholder using a Card that has been cancelled) before your Card is returned or cancelled.
- 3.8 If a Card is cancelled, it must not be used for any purpose and it must be destroyed immediately. All outstanding amounts of such Card are payable in full immediately.
- 3.9 **Card restrictions.** Without limiting our rights under clause 2.21, you may request us to place a special restriction on:
- (a) the maximum amount for a transaction that may be conducted using a Card;
 - (b) the place at which, or merchant with which, a Card may be used.

Such a request must be made to us in writing or, if we permit, through the Airwallex Platform. We will inform you if we approve the request.

- 3.10 We cannot guarantee that all restrictions placed on a Card will be effective at all times, particularly when a restriction implementation relies on properly functioning and / or third party networks.
- 3.11 It is your obligation to notify each Authorised User of any restrictions that apply to a Card and the rules regarding the use of Cards.

4. **SAFETY AND SECURITY**

- 4.1 You must:
- (a) only allow Authorised Users authorised to use a Card issued to you to use that Card and not any other person;);
 - (b) only allow an Additional Cardholder to use a Card that has been issued to them to use that Card and not any other person;
 - (c) not give your PIN to anyone else;
 - (d) not use identifiable numbers which could be easily guessed by someone else for your PIN;
 - (e) regularly monitor your account to make sure no unauthorised transactions have occurred;
 - (f) not record the PIN on anything carried with your Card or on anything liable to loss or theft simultaneously your Card, unless you make a reasonable attempt to protect the security of the PIN; and
 - (g) if your Card is lost or stolen, if you suspect that someone else knows your PIN or your Card Details, or if you think your Card, Card Details or PIN may be misused, stop using the Card and contact us immediately.
- 4.2 You must also comply with any additional security requirements we notify to you from time to time.
- 4.3 We may disclose any information we reasonably believe to be necessary to law enforcement agencies if we suspect there has been any unauthorised use, misuse or fraud in connection with your Card.

5. **HOW TO REPORT A LOST OR STOLEN CARD OR UNAUTHORISED USE**

- 5.1 If you believe your Card has been lost or stolen or used without your authorisation, you must notify us immediately by:
- (a) **Email:** support@airwallex.com; or

(b) **Telephone:** +852 3001 5407.

5.2 We may request additional information from you in connection with any actual or alleged misuse of your Card, including the date(s) of the relevant transaction(s), amount(s), details of the merchant and any other details that may assist us in investigating your claim. You agree that you will cooperate with us in investigating any claims in connection with the misuse of your Card.

6. YOUR LIABILITY

6.1 You are liable for all transactions made by you, any Additional Cardholders or Authorised Users using a Card until such time as such Card expires or is cancelled.

6.2 Without limiting any clause of the Customer Agreement, you will be liable for all unauthorised transactions where you have contributed to the loss by:

- (a) breaching or compromising the security of your Card, PIN, Card Details or your Airwallex account including by breaching clause 4 above; or
- (b) delaying the reporting of the loss, theft or misuse of your Card, PIN or Card Details,

in which case you will be liable for all losses until such time as you notify us of the loss, theft or misuse of your Card.

6.3 We are not responsible for any decision by a merchant to accept or reject the use of a Card or for any charges incurred by any user of a Card who does not, in fact, have sufficient authorisation from you to use the Card.

6.4 Without limiting any other rights we may have under the Card Supplement of the Customer Agreement, we may take any action as we consider necessary to recover any amounts outstanding in connection with your Card account, including use of a third party collection agency. In such event, you will reimburse us for our reasonable costs, including reasonable legal fees, in connection with such actions.

7. OUR LIABILITY

7.1 Subject to applicable law, we will not be liable for any indirect, special, incidental and/or consequential damages arising from or in connection with your Card account or the use of the Card. In particular we will not be liable for any consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

8. CHARGEBACKS.

8.1 We may be entitled to seek to reverse (chargeback) transactions made through your Card where you have a dispute with the merchant that supplied the good or services. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the agreed goods or services and you have tried to obtain a refund of the disputed amount from the merchant and was unsuccessful.

8.2 To avoid losing any rights you may have to dispute such a transaction, you should:

- (a) tell us as soon as possible after the date of the transaction; and
- (b) provide us with any information we ask for to support your request.

- 8.3 If we are satisfied after investigation that you are entitled to reverse a transaction, the disputed amount will be credited to the Card account in the original currency of the transaction if that currency is a Supported Currency that you are permitted to transact with your Card account. If the same currency is not a Supported Currency that you are permitted to transact with your Card account at the time of the reversal, the disputed amount will be credited in the Primary Currency using the then prevailing exchange rates determined by Airwallex. If the currency of the original transaction is a Visa Currency, that amount will be converted by Visa into your Primary Currency.
- 8.4 You should notify us immediately of a disputed transaction. The operating rules of the Payment Networks impose time limits for raising a dispute. Generally, under these rules Airwallex must lodge a fully detailed claim on your behalf within 120 days. If you do not notify us and provide us with sufficient information, we may be unable to investigate or lodge a claim in time in which case you will be liable for the transaction. It is your responsibility to review carefully your transaction history. We are not responsible for any loss to you if you do not ask us to reverse a transaction in time.
- 8.5 To notify us of a disputed transaction, please contact us and request a transaction dispute form and send the completed form to Airwallex at Airwallex Card Transaction Disputes by either:
- (a) **Mail:** 34th Floor, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong; or
 - (b) **Email:** support@airwallex.com.
- 8.6 Please assist us by providing as much information as you can. Once we have received your completed form and associated information, we can only investigate the transaction on your behalf when the transaction has settled. Settlement of a transaction is evident when a post date is recorded in the Card account. Our aim is to acknowledge receipt of your dispute form within 5 business days of receipt. However, the investigation of your disputed transaction may take longer.

9. **DEFINITIONS**

In this Card Supplement, the following definitions apply:

Additional Cardholder means a person to whom we have issued a Card at your request.

Card has the meaning given in clause 1.1.

Card Details has the meaning given in clause 2.2.

Card Supplement has the meaning given in clause 1.1.

Charges has the meaning given in clause 2.15.

Customer has the meaning given in clause 1.1.

Customer Agreement has the meaning given in clause 1.1.

Payment Due Date has the meaning given in clause 2.15.

Payment Network means Visa and any other similar scheme.

PIN is the personal identification number we issued to you to use with your Card when making transactions.

Physical Card has the meaning given in clause 2.2.

Primary Currency means, with respect to a Card, the Supported Currency that Airwallex permits you to nominate from time to time or that Airwallex nominates for you.

Supported Currency means, with respect to a Card, a currency that you are permitted to transact in.

Visa means Visa Inc and its affiliates.

Visa Currency means a currency supported by Visa in which payments may be made using the Card that is not a Supported Currency.

Virtual Card has the meaning given in clause 2.1.