



## **HSBC Philippines Global Transfer Smartform Reminders and Conditions of Use**

### **1. Before Using the Global Transfer of Funds Application form (the "SmartForm")**

1.1 Ensure that you are using the latest version of the Smartform, available on your local HSBC Public Website instead of saving a copy of the form on your computer.

1.2 Ensure that you have Adobe® Acrobat® Reader® version 9.0 or above. To obtain the most recent version, please visit [www.adobe.com](http://www.adobe.com).

1.3 Ensure that you have read and understood the Conditions under paragraphs 3.1 to 3.13 below and the Terms and Conditions governing the Debit Account Number to be stated in the Smartform and your accounts/ banking relationship with HSBC Philippines (the "Bank") before you complete, sign and submit the Smartform.

A copy of the Terms and Conditions is available at HSBC branches and the HSBC Philippines website using the hyperlinks below.

#### **Terms and Conditions:**

[HSBC Premier](#)

[HSBC Advance](#)

[HSBC Corporate Banking](#)

### **2. Filling in this Smartform**

2.1 Type and complete all mandatory fields to ensure your instructions are properly captured in the auto-generated barcode upon printing (except for the signature in the Customer(s)/ Authorised Signature Box, which should be affixed in ink).

2.2 Ensure the originating country/territory stated in the field "Country" is correct. This pertains to the country where the application for Funds Transfer will come from.

2.3 Choose the Funds Transfer Method (e.g. Telegraphic Transfer) under the field. All mandatory fields will then be highlighted automatically.

RTGS (Real-time Gross Settlement) - PHP Transfer to another bank in the Philippines

GSRT (Gross Settlement Real-time) - USD transfer to another bank in the Philippines

LP (Local Payment) - Php or USD transfer to another bank in the Philippines via the Philippine Clearing House Corporation usually at end of day or next day

TT (Telegraphic Transfer) - International/ Cross border transfer to another bank outside the Philippines

2.4 Specify the payment date in the field "Amount Debited On". Subject to the relevant general terms and conditions governing the Debit Account Number, the payment will be processed on the date specified provided that it is received by the Bank before the daily cut-off time as specified by the Bank.

2.5 Payment amount is auto-generated in words after the numeric value is inputted in the field 'Remittance Currency' or 'Debit Account Currency', whichever applies. Please read this to check that the correct amount has been entered.

2.6 Please note that for payments in foreign currency, there are additional requirements depending on the payment currency and/or the country of remittance. For example, for funds transfer in Euro to European Union (EU) and European Economic Area (EEA), BIC (In the Ordering Party Details Section) and IBAN (In the Beneficiary Details Section) must be provided.

2.7 Email address will only be used for correspondence in respect of this Telegraphic Transfer/Local Interbank Funds Transfer instruction.

2.8 "Ordering party details" is only applicable for customers who are financial institutions, which include companies belonging to one of the following categories: banks, investment fund, investment management services, custodian of customer money and assets, financial instrument trading or brokerage, investment fund administrator, lending and finance company, insurance companies (life insurers, non-life insurers, captive insurers and insurance brokers), money service business, payment service provider, crowdfunding platform and deposit taking institution. Information provided by other customers will not be accepted nor processed.

2.9 When providing the "Address" for the Ordering Party Details, please provide complete details including street name, city, country and / or state.

### **3. Conditions**

3.1 The Bank is at liberty to send the Inter-bank Funds Transfer either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received.

3.2 In the absence of any specific instruction to the contrary, the Inter-bank Funds Transfer will be effected in the currency in which payment is to be made.

3.3 The Bank reserves the right to draw the Smartform on a different place from that specified by the remitter. The Bank shall not be obliged to advise the Applicant of the use of such correspondent bank and shall not be liable nor responsible for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent.

3.4 Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited from/credited to (as the case may be) the Applicant's account without need of prior notice or consent from the Applicant.

3.5 Applications may not be processed within the same day.

3.6 If remittance is to be processed on a particular date, this processing date should be indicated in the field: Â Amount Debited On.

3.7 Applications for the same day value are also subject to cut-off time related to the geographical location of the destination.

3.8 The Bank is not responsible to advise the Applicant of:

- Any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction.

Applicant is strongly advised to make his/her/its own inquiries.

- Any charges which may be imposed by overseas bank and shall not be liable if such information cannot be provided.

3.9 The Bank reserves the right not to process the Smartform if the Bank is of the opinion that the information given is incomplete or is not sufficiently clear. The Bank cannot be held liable for any delay in processing the Smartform or for its decision in not processing the same where any information given is, in the opinion of the Bank, incomplete or is not sufficiently clear.

3.10 All charges incurred outside the Philippines are for the account of the beneficiary unless specified. If the beneficiary needs to receive the full amount without any deduction of charges, the Applicant should choose "OUR: Remitter to pay all charges" from the drop down menu in the FUND TRANSFER CHARGES field, found under PAYMENT DETAILS, in which case the charges will be for the account of the Applicant.

3.11 The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or instructions sent to or by the Applicant or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further inquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any condition statement hereof, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party rising out of:

- Any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties in connection with the Smartform or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations; or

- The exercise of any of the Bank's rights under this clause. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages and instructions which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Applicant of the existence of such circumstances as soon as is reasonably practicable.

3.12 The Bank is authorized to disclose Applicant's name, Debit Account Number (including the details thereof) and/or other information related to the details stated in the Smartform to the receiving bank/beneficiary of the Inter-bank Funds Transfer and to any other person or entity as may be deemed necessary and appropriate by the Bank. The Bank shall not be liable for any loss or damage arising from its disclosure of account information.

3.13 In the event of a discrepancy between the amount in figures and amount in words, the amount in words shall prevail.



## GENERAL TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES OF HSBC

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## GENERAL TERMS AND CONDITIONS

### FOR PRODUCTS AND SERVICES OF HSBC

The following terms and conditions shall govern each account/service/product, which Accountholders/Customers/Clients of The Hongkong and Shanghai Banking Corporation Limited ("HSBC"), open, make use of, or avail/receive the benefits of.

#### I. DEFINITION OF TERMS

For purposes of clarity, the following terms shall be defined as follows:

**"Account(s)"** refers to the savings and current accounts held by individuals and that have been designated by HSBC to be eligible for the valid operation of the ATM/Debit Card.

**"Accountholder"**, **"Customer"**, **"Client"**, **"Cardholder"**, **"You"**, **"Your"** shall be understood to refer to a person or persons who open, make use and/or avail/receive the benefits of any account/service/product offered by HSBC, whether in the sole capacity or as a joint holder, and /or a person to whom an ATM/Debit Card has been issued by HSBC on an Account held with HSBC. The Cardholder should be either the sole Accountholder or in case of joint accounts, the sole signatory or authorized to act alone.

**"Account Packages"**, **"Bundled Accounts"**, shall be understood to refer to all-in-one integrated product packages. Examples are product packages such as HSBC Premier and HSBC Advance.

**"ASA Interest Rate"** means a floating rate set by the Bank at its discretion which will be applied to the ASA.

**"ASA Maximum Limit"** means the maximum amount that can be saved in the ASA, set by the Bank at its discretion.

**"ATM"** refers to automated teller machines.

**"ATM Card"** means, as appropriate, the internationally valid ATM card issued by HSBC to a Cardholder. This card is issued for foreign-currency accounts held with HSBC.

**"AutoSaver"** (ASA) means a savings deposit product that allows Accountholders to set aside a certain fixed amount every month from the Accountholder's other demand deposit accounts for deposit into the ASA.

**"BancNet ATM Network"** shall mean ATMs that honor the ATM/Debit Card and that display the BancNet symbols.

**"Child Savings Account"** (CSV) means the savings account offered by the Bank to minor children or legal dependents of eligible Premier clients, who are at least 7 years of age but no older than 17 years on the date the account is opened. The term "legal dependents" shall refer to persons for whom the Premier client has been declared, by a lawful order of the court, to be the legal guardian.

**"Class"** refers to a classification designated by HSBC and allocated or designated to the Accountholder which allows the Accountholder to enjoy certain Features.

**"Debit Card"** means, as appropriate, the internationally valid debit card issued by HSBC to a Cardholder. This card is issued for Philippine-peso accounts held with HSBC.

**"Debit Card Terms and Conditions"** means the specific terms and conditions pertaining to Debit Card, as the same may be amended from time to time by HSBC, which is found within the General Terms and Conditions.

**“Debts”** means any outstanding obligation of the Accountholder to HSBC arising from such credit facilities that HSBC may provide to the Accountholder.

**“Features”** means the services, rewards, benefits, privileges and the likes that an Accountholder is able to enjoy under or in connection with the Class of his account.

**“Fixed Savings Amount”** means a fixed amount set by the Accountholder, within the minimum and maximum amounts set by the Bank that will be credited to the ASA on a regular basis.

**“General Terms and Conditions”** means these terms and conditions for products and services of HSBC, as the same may be amended from time to time by HSBC.

**“Global View”** refers to a service where the Accountholder is able to link and view on HSBC Online Banking, in any one country in the world, the Accountholder’s HSBC accounts held and accessible through HSBC Online Banking in that country with the Accountholder’s HSBC accounts held and accessible through HSBC Online Banking in any other country.

**“HSBC”, “Bank”, “We, Us, Our”** mean The Hongkong and Shanghai Banking Corporation Limited – Philippine Branch.

**“HSBC Group”** means the companies wholly or partially owned by HSBC, its parent companies, or under common ownership by HSBC.

**“HSBC Member”** refers to a company within the HSBC Group.

**“HSBC Online Banking”** means the personal online banking service provided by the Bank through browser, tablet and mobile.

**“Information”** means financial, market or other information and data provided by the Bank through online means.

**“Information Provider”** means a third party from whom the Bank sources information for the provision of any of the Bank’s products or services.

**“International Transactions”** refers to all Transactions effected outside of the Philippines.

**“Junior Pack”** or **“JP”** means The HSBC Premier Junior Pack which is a starter package for eligible minor children and legal dependents of Premier clients, which gives the child access to certain products and services of the Bank.

**“Merchant Establishments”** shall mean establishments that display Visa and/or Electron symbols wherever located which honor the Debit Card and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by HSBC or Visa International.

**“Minimum Account Balance”** is computed based on average balance of each account for the whole month. This is applicable to Classic Account packages.

**“Mortgage”** shall refer to a home loan from the Bank.

**“Online Site”** refers to any online application site established, operated and/or maintained by or on behalf of the Bank.

**“Password”** means the alphanumeric code for identifying the Accountholder for the purposes of Online Banking.

**“PBN”** means PhoneBanking number.

**“PhoneBanking”** means telephone banking service provided by the Bank.

“**PIN**” refers to the personal identification number.

“**Primary Account**” or “**Settlement Account**” shall mean, in case of multiple Accounts linked to the ATM/Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the ATM/Debit Card are debited.

“**PTB PIN**” means the PhoneBanking PIN.

“**Security Code**” means a one-time password generated by the Security Device in order to access HSBC Online Banking services.

“**Security Device**” means an electronic device used to generate the Security Code.

“**Statement**” means a periodic statement of account/s sent by HSBC to an Accountholder setting out the transactions (including Debit Card transactions) carried out in the Account during the given period and the balance in such Account. It may also include any other information that HSBC may deem fit to include.

“**Tariff**” shall refer to the Easy Guide to Bank Services and Charges.

“**Total Relationship Balance**” (TRB) is calculated based on the average total balances in all deposit accounts, plus the market value of all investments and insurance held, within the bundled account package in the Accountholder’s name in any one calendar month. This also separately refers to the original approved and drawn amount of an Accountholder’s mortgage account.

“**Transaction**” means any permissible instruction given by a Cardholder using the ATM/Debit Card, directly or indirectly, to HSBC to effect permissible actions in relation to the Account (examples of Transactions would be cash withdrawals, payments at points of sale, cash/check deposits etc.)

“**Transfer Date**” means the day in each month set by the Accountholder for the debiting of the Fixed Savings Amount from the Accountholder’s demand deposit account and credited into the Accountholder’s ASA account.

“**Username**” means the Accountholder’s HSBC Online Banking identification code.

“**Visa**” shall mean a mark owned by Visa International.

“**Visa ATM Network**” shall mean ATMs that honor the ATM/Debit Card and that display the Visa or Electron or Plus symbols or any other symbol that is under the property of Visa International.



## II. CLASS OF ACCOUNTS

### A. Definition

When used herein, class of accounts shall be understood to refer to the following:

#### 1. HSBC Premier

- TRB requirement\* of Php4,000,000 or its foreign currency equivalent. A customer with a Mortgage in the amount of at least Php6,000,000 provided that by the 24<sup>th</sup> month from time of account opening he maintains the TRB requirement of Php4,000,000 or its foreign currency equivalent.

#### 2. HSBC Advance

- TRB requirement\* of Php100,000 or its foreign currency equivalent
- A customer with a Mortgage in the amount of at least Php2,000,000

#### 3. Classic Home Loan

- Mortgage in the amount of at least Php700,000 and not exceeding Php1,999,999.99

*\*A minimum TRB of USD100,000 (or its equivalent in local and other eligible foreign currencies) is required to be eligible for Investment products. These products are only available for HSBC Premier.*

### B. Class of Account

1. WE may at any time create different classes of accounts and may designate the Features for each class, which may include enhanced services, preferential terms, preferential interest rates and/or special promotions on other accounts. WE may at any time, designate a particular Class to Your account or may withdraw the same, upon Your request or at HSBC's sole discretion. The designation or withdrawal of the Class at Your request will be made by reference to pre-designated criteria, subject always to Our final decision. These criteria may include, without limitation, the value of assets You deposited and/or investments he made with Us and/or the amount of credit facilities granted to You by Us at any time and are subject to changes based on Our decision. The most updated criteria and other details concerning each Class are available from Us upon request.
2. The Features which may be made available, and the fees and charges which may be imposed, by Us in relation to Your account may vary by reference to the Class and, within the same Class, may vary by reference to whether You continue to satisfy the prevailing criteria for that Class. WE are also entitled to vary the Features within each Class at any time.
3. Whether WE exercise Our discretion to designate, vary or withdraw the Class of Your account, We will notify You of the same using such means as WE shall deem reasonable. All the Features that You enjoy will automatically be granted, terminated or otherwise adjusted unless WE shall at Our sole discretion decide otherwise and WE are not obliged to provide any further notice in connection therewith.
4. Following a variation of the Class of Your account, the applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any Features terminated as a result of the variation shall continue to bind You until all obligations and liabilities you owe Us with respect to such Features have been fully repaid and satisfied. All applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any new or additional Features that You enjoy as a result of the variation shall immediately become binding on You.
5. WE cannot be held liable or responsible for any loss incurred by, or for any inconvenience to, You as a result of the designation, variation or withdrawal of the Class of Your account or Features in connection therewith.
6. Any card or identification issued by Us to You to reflect the Class to which Your account is designated (if applicable) is to facilitate identification of Your Class only. Our records shall be conclusive as to the Class allocated to You at any time except for manifest error.

7. The withdrawal of a Class shall not in itself affect the use or operation of Your accounts unless WE shall specify otherwise.

### III. CLASS OF ACCOUNTS

#### A. Account Opening

1. Accounts may be opened by and maintained at Our sole discretion upon Your compliance with all account opening/maintenance requirements as may be imposed by US from time to time such as, but not limited to, duly completed and executed account opening forms, supporting documents and delivery of the initial deposit amount. Unless otherwise allowed under existing laws and regulations, Your accounts shall be maintained in Your true and full name.
2. WE, at Our sole discretion, may open accounts for You upon receipt of Your instructions by PTB or through HSBC Online Banking provided that:
  - a. You are an existing accountholder,
  - b. WE are satisfied that You are an accountholder by virtue of You accessing PTB through key log-in of the PTB PIN or through accessing HSBC Online Banking through key log-in of Your Username, Password and Security Code, and/or such other proofs of identification that may be required from You, and
  - c. You agree to execute the account opening forms and submit such other documents as may be required by Us within the period specified by Us or when so warranted by the circumstances. Should You fail to execute and submit such forms and documents as may be required by Us, WE may close such accounts.
  - d. You agree that a written notice of the implementation of Your telephone instructions and/or opening of accounts on Your behalf shall be delivered to Your address of record and You shall be deemed to have agreed to and accepted the correctness and validity thereof should You fail to notify Us in writing of any discrepancy within the period indicated in the notice or, in default thereof, within ten (10) days from delivery of such notice.
3. For non-residents. If You are now or at any time subsequent to the opening of Your Philippine currency account a non-resident of the Philippines, You affirm and acknowledge that Your Philippine currency account can only be funded by Philippine currency proceeds from the following sources and supported by the documents as provided for by requirements on non-resident owned accounts as introduced by BSP Circulars 794 and 815.

Minimum Documentation Requirements for Peso Deposit Accounts of Non-residents	
Source of Funds	Documents
1. Inward remittance of convertible foreign exchange <sup>1</sup>	<ul style="list-style-type: none"> <li>Certificate of inward remittance (CIR) of foreign exchange and conversion to pesos using the prescribed form under Appendix 1 of BSP Circular 794</li> </ul>
2. Peso income of non-residents from, or peso sales proceeds of, properties in the Philippines	<ul style="list-style-type: none"> <li>Photocopy of contract/agreement or equivalent documents showing the source of pesos</li> </ul>
Minimum Documentation Requirements for Peso Deposit Accounts of Non-residents ( <i>continuation</i> )	
3. Peso income of non-residents from, or peso sales proceeds of, properties in the Philippines falling under Sections 34 and 35 of the BSP Foreign Exchange Manual	<ul style="list-style-type: none"> <li>Photocopy of contract/agreement or equivalent documents showing the source of pesos</li> <li>Photocopy of Bangko Sentral Registration Document</li> </ul>

4. Onshore peso receipts of non-residents from residents for services rendered by the former to the latter	<ul style="list-style-type: none"> <li>• Photocopy of contract/agreement or equivalent documents showing the source of pesos</li> </ul>
5. Peso receipts of expatriates working in the Philippines for less than one (1) year representing salary/allowance/ other benefits	<p>Any of the following:</p> <ul style="list-style-type: none"> <li>• Employment contract showing that a non-resident is an expatriate working in the Philippines for less than one (1) year</li> <li>• Certification of employer showing amount of compensation paid to the foreign national during the validity of the contract</li> <li>• Equivalent documents showing the source of pesos (e.g., pay slip) and expatriate status (e.g., DOLE-issued work permit)</li> </ul>
6. Peso funds of: (i) foreign students enrolled for at least one semester in the Philippines; and (ii) non-resident Filipinos	<ul style="list-style-type: none"> <li>• Passport and School ID (for students)</li> <li>• CIR of foreign exchange and conversion to pesos using the prescribed form under Appendix 10.1 of Circular 794 or if foreign exchange is hand-carried, proof of conversion to pesos through AABs or AAB-forex corps or if with peso income, photocopy of contract/agreement or equivalent documents showing the source of pesos</li> </ul>

<sup>1</sup>Peso deposits funded by item 1 must have been used onshore to fund foreign direct investment/s and/or investments in eligible portfolio instruments, which are registered with BSP or custodian bank, subject to the provisions of Chapter II (Foreign Investments) hereof and related applicable appendices/annexes, to allow full conversion to foreign exchange; otherwise, prior BSP approval shall be required.

Further, You agree that each time you make or cause a deposit to be made, transfer or remit funds into Your account, You are deemed to make the above representations.

You affirm and acknowledge that WE may refuse to accept any deposit, transfer, or remittance of funds into Your account as a result of Your failure to present the above described documents. You agree not to hold Us liable for any loss, damage, and/or expense which You may incur as a result of Our refusal to accept the funds.

You further authorize Us to inform the Commission of Internal Revenue or equivalent officer of the government that as a non-resident, you are exempt from tax on interest income from foreign currency deposits.

You authorize Us to inform the Bureau of Internal Revenue (BIR, the Philippines' tax authority) that you are a non-resident of the Philippines and to disclose or submit such information as may be necessary to establish such non-resident status. Upon establishment of Your non-resident status and the submission to the BIR by Us of Your account name, account numbers and related details to which such non-resident status attaches, its foreign currency deposits maintained with Us should be exempted from Philippine withholding taxes.

You undertake to provide or submit such documents or information as maybe required by the BIR or Us to support Your non-resident status and that this permission is executed as a pre-requisite to the entitlement of the undersigned to the withholding tax exemption privilege under existing tax rules

## **B. Acceptance of Deposits / Investments**

WE may accept Your deposits/ investments in cleared cash.

Cash deposits shall be subject to detailed count and verification. WE shall have the right to automatically debit from Your account or collect from You amounts corresponding to shortages or discrepancies due to counterfeit

or out-of-circulation cash items, errors in counting or calculations and/or errors in denominations that are detected after Our receipt of the cash items, notwithstanding any machine validated or manually signed receipt.

In the case of check deposits/investments, WE will act as Your collecting agent in receiving Your checks and other items/documents for collection, and withdrawals may not be made against such deposits, or drawings against such investments, as the case may be, until actual payment/credit has been received by Us. WE will credit after the clearing of the check the relevant account with an amount equal to the amount stated in the check provided that the named payee of the check matches Your name. All charges shall be for your account, including, but not limited to, (a) collection charges that may be imposed by the correspondent and/or drawee bank and the relevant clearing house, and those incurred outside the Philippines, and (b) the amount of any returned checks and /or other unpaid items/documents and any appropriate charges; and WE may debit Your account, without need of prior notice, for such charges.

Second-endorsed checks are not allowed. In exceptional circumstances where WE agree to accept a second-endorsed check, You agree to keep Us free and harmless from and indemnify Us for, any claim, charge, suit, loss or damage for such acceptance.

The checks received by Us for deposit to Your account must be payable to You and not to cash or bearer.

WE have the right, without prior notice to You, to automatically debit Your account for any amounts which have been credited to Your - account in the event of over-crediting, fraud, mistake, discrepancy, or such other similar reasons upon Our discretion.

At Our option, We may forward returned checks to You at Your address of record.

Deposits/investments may be made through Our ATMs, Easy Pay Machines, or similar types of machines. For our mutual protection, the opening of the envelope will be made by two (2) of Our representatives or, if this is not possible, the opening will be recorded by Our security camera. Contents of the envelope will be subject to verification. Should there be a discrepancy between the amount indicated in the envelope and the amount contained in the envelope as confirmed by Our representative/s the amount confirmed by Our representative/s will be credited to Your account. WE shall notify You of any discrepancy at the soonest possible opportunity.

Any person depositing for and on Your behalf shall be considered by Us as duly authorized by You to make the deposit, including check deposits.

### **C. Interest on Accounts**

1. Your account shall earn interest on a per annum basis at the rate fixed by Us from time to time.
2. Interest on Your regular savings and/or current account/s will be calculated based on such account's average daily balance and the prevailing Bank-determined interest rate applicable thereto.
3. Interest on Your time deposits, and/or investment placements will be based on the interest rate specifically agreed upon between You and Us or in the absence thereof, Our prevailing interest rate for similar placements.
4. For check deposits, interest on interest-bearing deposit accounts/investments will commence to accrue only after the check deposit has cleared and the funds have actually been received by Us.
5. WE reserve the right not to pay interest on accounts: a) that are below TRB or Minimum Account Balance; b) which have remained dormant or inactive for 2 years; or c) were closed prior to interest posting. A dormant account which is reactivated shall earn interest starting from the date of reactivation. All returned checks shall be excluded from interest computation from the date of deposit to date of return.

#### **D. Total Relationship Balance (TRB)**

You shall maintain account balances at the agreed/required TRB or Minimum Account Balance applicable to the class or account package; otherwise a monthly charge known as Below Balance Fee or Relationship Fee shall be debited against any of Your deposits, investments and/or accounts with Us. Any account which has been continuously below the required TRB or with zero balance, regardless of status, may be automatically downgraded to a lower class and removed of benefits accorded to the higher class, or closed by Us without need of giving You prior notice. You shall ensure that you are always aware of the details of the required TRB or Minimum Account Balance applicable to You, which details are available upon request or published/posted within Our premises or in Our website.

#### **E. Dormant Accounts**

Keep your account active by making deposits or withdrawals. Pursuant to BSP Circular 928, an account becomes dormant when there is no deposit or withdrawal for a period of 1 year for current/checking accounts and 2 years for savings accounts. Accounts which stay dormant for 5 years will be charged a monthly dormancy fee of Php30. If account dormancy reaches ten (10) years and has remaining balances, it will be included in the list of accounts that would be submitted to the Bureau of Treasury of the Philippines for escheatment in accordance with the Unclaimed Balances Act. You may reach us to provide further guidance on how you may reactivate your dormant account with us.

#### **F. Signature Cards**

You agree to complete and submit signature cards containing Your specimen signatures or those of Your authorized signatory/ies in such number and in such frequency as may be required by Us and/or applicable laws and regulations

#### **G. Account Withdrawals**

Withdrawals/funds transfers from Your account/s shall be subject to the following terms:

##### **1. Savings and Current Account:**

Withdrawals/funds transfers may be made by You personally or by a person authorized by You at any Bank branch during banking hours, or through any ATM, HSBC Online Banking or PTB facilities through which withdrawals or fund transfers from Your account/s are permitted by Us. Any withdrawal made by a person submitting a withdrawal slip purporting to be signed by You or Your duly authorized signatory/representative, or made through an ATM by the use of Your ATM/Debit Card or HSBC credit card or fund transfers made through HSBC Online Banking or PTB, shall have the same effect as if made by You personally, and will absolve Us from any liability to You or to any other party. We may charge service fees for cash withdrawals.

##### **2. Time Deposits / Investment Placements:**

Withdrawal/roll-over/reinvestment of time deposits and/or investment placements may only be affected or allowed upon specific instructions from You, the relevant document evidencing such investment placement or such other document issued therefore, subject to Our consent and to such applicable penalties which WE may impose, including but not limited to handling fees, documentary stamp tax recovery and break-finding costs, where applicable.

##### **3. Foreign Currency Accounts:**

Withdrawals in foreign currency notes are subject to availability of such notes. Fractions of foreign currencies may, at Our discretion, be paid in the local currency. Conversion from one currency to another will be based on Our prevailing buying and selling rates at the time of debiting/crediting the relevant account/s. Service fees may be charged for foreign currency cash withdrawals. WE shall have the right to pay Your withdrawal

in a different currency in the event of unavailability of the currency requested. Foreign currency deposits are withdrawable via ATM, although the same will be dispensed in Philippine Pesos.

#### **H. Issuance and Maintenance of Checkbooks**

1. WE shall issue checkbooks only in respect of a Philippine peso current account and only checks procured from Us may be honored by Us - unless otherwise specifically agreed upon.
2. You shall maintain Your checkbooks in a secure and safe place accessible only to You and to Your authorized signatories/representatives, and You shall ensure that only You or Your duly authorized signatory/representative is the only person who draws or issues the same. You likewise acknowledges the need to exercise due care when drawing checks and agree not to release/deliver incompletely drawn checks or to draw checks by any means which may enable the check to be altered in a manner which is not readily detectable. You further acknowledge that WE will not be liable for losses arising from check alterations or unauthorized insertions therein.
3. When drawing checks, You are bound by the conditions to which checkbooks are issued as printed on the back cover of the checkbook and/or such other printed materials issued/published by Us from time to time and (i) draw checks in Philippine pesos only, (ii) clearly state the amount in words and figures in the spaces provided on the checks, (iii) write words and figures close to the left-hand margin so that other words and figures cannot be inserted, and add the word "only" after the amount stated in words, and (iv) countersign alterations to the check with Your full signature, without which WE reserve the right to return the checks that have been altered. You agree to keep Us free and harmless for any non-compliance with this provision.
4. Return of checks drawn against insufficient funds (DAIF), drawn against uncollected deposits (DAUD), or with technical defects shall be governed by the rules and regulations of the Philippine Clearing House Corporation and the Bangko Sentral ng Pilipinas. WE reserve the right to dishonor and return checks, at Our discretion, without prior notification at any time and You agree that WE shall have no liabilities arising from said dishonor and return.
5. The Bank reserves the right to return or not to return Your issued and drawn checks. Further, WE have the right to destroy such check/s. You may request for a copy of the said check/s within such period as WE may designate and for such request WE may impose such fee as indicated in the Tariff.
6. Lost/stolen checks shall be reported immediately to Us by telephone and confirmed in writing within twenty-four (24) hours from such telephone report. You agree that a check paid/ accepted/ certified for payment before receipt of Your written notice shall be for Your account.
7. You may request a stop payment on any of Your checks by calling Your branch of account or PTB, which You must confirm in writing within twenty-four (24) hours from his request. At Our discretion, We may disregard Your telephone instructions should we not receive your written confirmation within 24 hours from receipt of such telephone instructions. You will not hold Us responsible nor liable for any payment made prior to, or made due to Your failure to confirm the request in writing. Moreover, You agree that should any checks under a stop payment order be paid through inadvertence or oversight, WE shall not be liable in any way.

#### **I. Telegraphic Transfers**

1. WE are at liberty to send the telegraphic transfer either literally or in cipher and WE accept no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received.
2. In the absence of specific instructions to the contrary, the telegraphic transfer will be effected in the currency of the country in which payment is to be made.

3. All charges incurred outside the Philippines are for the account of the beneficiary unless specified. If the beneficiary needs to receive the full amount without any deduction of charges, You shall insert "IN FULL" after the amount of remittance indicated in words in which case the charges will be for Your account.
4. WE reserve the right to draw the telegraphic transfer on a different place from that specified by You if operational circumstances so require.
5. WE reserve the right to divulge any information on the remitter if necessary for the payment to be effected by the other bank.
6. Where WE are unable to provide a firm exchange rate quotation WE shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional exchange rate and the actual rate shall be debited/credited (as the case may be) to Your account.
7. Applications received after Our cut-off times may not be processed on the same day. You shall ensure that you are always aware of Our cut-off times.
8. If a remittance is to be processed on a particular date, You must indicate such processing date in Your written instructions. Otherwise, the remittance shall be processed on the day of the application if within the cut-off time.
9. Applications for same day value are subject to cut-off times related to the geographical location of the destination.
10. WE are not responsible for advising You of (i) any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restrictions; and (ii) any charges which may be imposed by the overseas bank. You are strongly advised to make Your own inquiries and WE shall not be liable if such information is not provided.
11. WE or any member of the HSBC Group shall be not at fault and shall not be liable for any delay or failure by Us or any such other member in processing any such payment messages or other obligations in connection in any accounts or the provision of any services to You, caused in whole or in part by any steps which WE or such other member, in Our/its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests or the exercise of any of Our rights under this clause. Further, in certain circumstances, the action which WE may take may prevent or cause a delay in the processing of certain information. Therefore, neither WE nor any member of the HSBC Group warrant/s that any information on Our systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
12. Where payment is to be made in favor of a beneficiary not maintaining an account with the HSBC Group, We or Our agent/s reserve/s the right to make payments by means other than telegraphic transfer in accordance with the customary or accepted banking practice in the country in which the payment is to be made. WE are not responsible to advise You of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond Our or Our agent's control. Where any alternative means of remittance other than telegraphic transfer is not acceptable, You should inform Us.
13. WE reserve the right not to process the application for telegraphic transfer if WE are of the opinion that the information given is incomplete or is not sufficiently clear. WE cannot be held liable for any delay in processing Your application for telegraphic transfer or for Our decision in not processing the same where any information given is, in Our opinion, incomplete or is not sufficiently clear.
14. You shall be liable for all taxes, fees and charges due on Your telegraphic transfer based on the Tariff.
15. You agree to comply with any tax and/or regulatory requirements that may apply or relate to Your telegraphic transfer.

**J. Closure of Accounts**

WE retain the right to close, at Our sole discretion, any or all of Your accounts for any reason whatsoever at any time and without any obligation to disclose the reasons for such closure, and to pay You the proceeds of Your closed accounts via cashier's order/s or demand draft, whichever is applicable, net of all applicable charges, fees and/or taxes and/or such amounts which will answer for Your outstanding contingent liabilities under any of the services or products availed of by You. You agree that WE shall give notification in writing of such fact at the time of, or immediately after, the closure of the account/s. You further agree that WE and Our officers and staff are free from any liabilities, claims and demands in connection with the closing of the account/s and/or the subsequent dishonor of any check, which may be presented to Us after the closure of the account/s.

**K. Automatic Transfer of Accounts**

You agree and authorize Us, at Our sole discretion but without any obligation, to transfer sums from between Your account/s in the same or different currency, to ensure that the balances in Your account/s are maintained at a level specified by Us from time to time or to sufficiently cover or honor any check drawn, or any debit, against the account/s. Only collected, cleared and unencumbered funds credited to Your account/s shall be available for transfer to Your other account/s. You agree that WE shall not be held responsible or liable for any losses or damages that may result from the exercise of Our discretion not to affect the transfer.

**L. Diminution of Account Balance / Value**

WE shall have no obligation or liability to You for any reduction due to taxes, or depreciation in value, of funds credited to or maintained in Your account/s.

**M. Confirmation / Periodic Statements of Account**

WE will send to You written confirmations of transactions, advices executed upon Your instructions and/or Statements of Account and/or other documents relating to Your accounts, electronic or otherwise at Our discretion, showing the transactions and balances in relation to Your account/s and such other banking services as may be specified by Us from time to time.

WE shall send the Statements of Account via Philpost or Our designated courier to the latest address registered, which shall be conclusively deemed as received by You five (5) banking days after statement generation date (every 30th of the month). You shall be responsible for advising Us immediately of any change in Your address of record or of non-receipt of the Statement of Account. WE shall not be responsible nor liable for Your failure to receive the Statement of Account, advice, confirmation or any other document relating to Your Account, as well as Your inability to transact, due to Your failure to notify Us thereof or to timely update Your address. Where Your delivery instructions are "Hold Mail", the Statement of Account shall be delivered to Your branch of account, which shall be conclusively deemed as received by You five (5) banking days after statement generation date (every 30th of the month). You agree to examine each written confirmation and statement of account and notify Us by delivering within ten (10) days from delivery, in the case of the written confirmation, or sixty (60) days from mailing or posting, in the case of the periodic statement of account, a written notice of alleged errors or omissions therein. You acknowledge and agree that failure to give Us any such written notice of errors or omissions within the periods aforementioned; You waive any right to raise any objection to, or to contest, and shall be deemed to have agreed to, the correctness and validity of said written confirmation or statement of account. For written confirmations/ statements of account sent electronically, the same shall be considered as received by You as soon as the same is posted and becomes available for viewing.



## **N. Joint Accounts**

1. Each person who is a signatory for a joint account may be treated by Us as an Accountholder of such joint account.
2. Each of You represents that You are of legal age, and has the capacity to enter into legally binding contracts.
3. Any balance credited to Your joint account/s presently or in the future, is and will be owned by You as joint accountholders. Each of You confirms that You hold equal shares to the funds placed in the account.
4. WE will not provide joint accounts that require at least two signatories to transact using ATM, PTB, and HSBC Online Banking PIB facilities.
5. Absence of any instructions to the contrary, You authorize Us to:
  - a. honor, at Our sole discretion, any withdrawals, fund transfers or disbursements effected by any one of them through Our PTB facilities and/or ATMs, HSBC Online Banking , and all checks, telephone instructions, other instruments and transactions signed and effected by any one of You without restriction;
  - b. open or continue (as the case may be) any account or accounts in Your names and/or close any account opened or continued or subsequently opened as any of You may direct;
  - c. place to the credit of any account in Your joint names all amounts, including dividends, interest and capital sums arising from securities or proceeds of checks or bills received or collected by Us for the credit of any of You;
  - d. honor and comply with all checks and other orders drawn and all bills accepted on Your behalf, whether Your current account be in credit, to comply with all the directions given for or in connection with any account or accounts of any kind whatsoever on their behalf and to accept and act upon all receipts for monies deposited with or owing by Us on any account or accounts in their names; provided that such checks, orders, bills, directions or receipts are signed by any one of You;
  - e. make, at the request of any one of You, any advance by way of loan or discount or in any manner howsoever with or without security;
  - f. set-off against Your joint account/s the amount of any outstanding obligations with Us, including any and all fees, charges, taxes and/or any amount which may be due and owing, for which any one of You may become liable, whether solely or jointly; and
  - g. deliver, upon the instructions of either of You any securities, deeds, boxes, and parcels and their contents, and property of any description held in your joint names;
6. On the death of any one of You, any one of the surviving accountholders shall immediately notify Us in writing of such fact. Any credit balance on any account or accounts in Your joint names, and any securities, deeds, boxes and parcels and their contents, and property of any description held in your joint names shall belong to and shall be held by Us to the order of the surviving accountholder/s, without prejudice to any rights which WE might have in respect thereof arising out of any lien, mortgage, charge, pledge, set-off, counter-claim, or otherwise whatsoever and also, subject to compliance with the law, including payment of taxes;
7. Delivery of notice to any one of You shall be deemed sufficient notice to all of You; and
8. If WE, prior to acting on instructions received from any of You, receive contradictory instructions from another joint Accountholder, WE may thereafter act only on the instructions of all of You and shall not be held responsible nor liable for any losses or damages that may result from Our failure/ refusal to act on any of the contradictory instructions;

Whenever one of the Accountholders withdraws/effects funds transfers/draws against the account/s, the Accountholders are doing so on the basis of their continuing declaration and representation, under pain or perjury, that all their co-depositors are still living as of the date the Accountholders effect the withdrawal/fund transfer/drawing against the account/s, and that WE may, at Our discretion rely on such continuing declaration and representation and the Accountholders agree to keep Us free and harmless for Our reliance on such continuing declaration and representation.

## **O. Credit Accommodations**

WE, at Our sole discretion, may from time to time, decide to carry out Your instructions, notwithstanding inadequacy of the funds in Your account/s and/or grant You a credit accommodation by purchasing checks payable to You, by advancing the amount required, without need of seeking prior approval from, or notice to, You, and You agree that You shall be responsible for, and pay, the resulting advance or credit thereby created and for all related charges.

## **IV. PRODUCTS AND SERVICES**

### **A. Definition**

When used herein, the products and services shall be understood to consist of any of the following, namely:

1. Savings, current and time deposit accounts, and investment placements in Philippine pesos and other foreign currencies maintained from time to time with Us;
2. Loan products and credit facilities which may be offered by Us from time to time;
3. The Debit Card or the ATM Card or any other card/document which WE may issue in connection with the product or service;
4. HSBC Credit Cards.
5. PhoneBanking Services;
6. HSBC Online Banking Services;
7. HSBC Global View;
8. HSBC Global Transfer;
9. HSBC Premier Junior Pack;
10. HSBC Premier International
11. Emergency Services
12. Safety Deposit Box Services
13. Any other facility, product and service which WE may offer from time to time as part of Our products and services.

### **B. ATM Cards**

1. Issuance of ATM Cards – You may be issued, at Our sole discretion an ATM Card/s which You may use to access Your account/s through Our ATMs or Our affiliated ATMs and effect such permitted transactions in relation therewith. You agree to keep the ATM Card/s in a secure and safe place, to take all reasonable care and precaution to prevent loss and/or theft of the ATM Card and to sign the ATM Card/s immediately upon Your receipt thereof. You further agree that Your ATM Card will automatically expire if not used for one (1) year and that You will be charged the prevailing tariff to obtain a replacement card.
2. Ownership of ATM Cards – The ATM Card/s shall at all times remain Our property and You agree to immediately surrender the ATM Card/s to Us upon request. You acknowledge that WE may withdraw/suspend the ATM Card/s or services offered in connection therewith without need of prior notice, and shall have no obligation to inform You of the reason for the withdrawal/suspension.
3. Non-Transferability – The ATM Cards are issued to You for Your exclusive use and are non-transferable and cannot be lent for the temporary use of any other person, nor can the same be pledged or charged as security in any manner whatsoever.
4. Joint Account Cards – If any account is in the name of more than one person, and any one of such persons may transact on the account, WE may issue ATM Cards to some or all of You. In such cases, WE may

implement transfer/debit/withdrawal instructions that are received from any one of You using any of the ATM Card/s issued.

5. Credit/ Debit of the Account – Your relevant account will be debited/credited with the amount of any withdrawal, transfer, and/or other transaction effected by the use of any of the ATM Cards, including charges that may be imposed by affiliate ATM networks. You agree and undertake to maintain sufficient funds in Your account/s to meet any such transactions.
6. Report of Loss/Theft of ATM Cards – You agree and undertake to immediately report to Us by telephone, and to confirm in writing within twenty-four (24) hours following such report, the loss or theft of any ATM Card issued to You. Any losses due to withdrawal/debit/transfer of funds using any lost/stolen ATM Card made prior to Our receipt of Your written confirmation shall be for Your account. You acknowledge that WE have no obligation to issue replacement cards to You following the loss or theft of the ATM Card/s originally issued to You.
7. Personal Identification Number – You shall be issued a PIN which shall be assigned to You by Us, and known only to You as pertaining to Your relevant account, to enable You to initially access Your account and effect permitted transactions/instructions through Us or Our affiliated ATMs. You may replace Our assigned PIN with a PIN of Your own choice. You are required to keep the PIN (whether Bank-assigned or the replacement PIN of Your choice) confidential at all times and You shall not divulge the same to any other person. Your non-compliance with this provision shall relieve Us of any accountability for any loss arising from the use of Your PIN to effect any transaction relating to Your account/s. Any transaction effected using Your PIN shall be conclusively presumed to have been authorized by You.
8. International ATM Access – WE have arranged with Our correspondent banks outside of the Philippines the facility of effecting withdrawals abroad from Your account/s in the Philippines. Any withdrawal or debit executed outside the Philippines using an ATM Card against Your account in the Philippines constitutes a disbursement from said account and a remittance to the country where the withdrawal is effected, and shall, therefore, be subject to the laws and regulations of both the Philippines and that country. You confirm that by making any such withdrawal or debit, You have complied with the applicable laws and regulations in both jurisdictions. Cash withdrawals made outside the Philippines using ATM cards shall be in the currency utilized by the institution which owns the ATM from where the withdrawal is made and up to the maximum amount for cash withdrawals permitted by the institution. Cash withdrawals are also subject to any exchange controls, regulations or limitations in effect in the country where the ATM is situated and will be converted at the exchange rate prevailing at the time of the transaction.

You understand and agree that WE do not have any control over the participants of the ATM or other networks through which You may access Your account/s, or the ATMs themselves, or the procedures or controls such ATM or other network participants adopt in regard to data/information processing including the electronic transmission or receipt of data or the accuracy of such data/information.

Hence, WE shall not be liable for any loss or damage of whatever kind or nature incurred by You as a result of or in connection with the processing of Your transactions through network participants and processors or through third party banks and ATM networks worldwide, including those arising from the collection, storage and communication of data relating to Your Accounts or the electronic transmission or receipt of data or information relating to Your ATM Card transactions or Accounts, such as, without limitation;

- i. in instances where You are unable to use the ATM Card or avail of any service due to disruption or failure of the ATMs or other networks or communications facilities linking the same,
- ii. unauthorized or fraudulent access or utilization of Your ATM Card or any service including, but not limited to, the improper designation of the Account from which Your transaction shall be debited or credited, or
- iii. any rejection, disruption, failure or delay relating to the use of Your ATM Card or availment of any service where such rejection, disruption, failure or delay is due to circumstances beyond Our reasonable control .

You agree that the use of Your ATM Card in ATMs outside the Philippines, the processing of Your ATM Card transactions shall be subject to the collection, storage and communications of all data (such as Account balance) relating to Your Accounts. The processing of Your transactions may be performed, in whole or in part, electronically.

Accordingly, apart from Us, there may be other entities which shall have access to, and may have to collect, store or communicate, data relating to Your Accounts in the processing of Your ATM Card transactions.

Whenever You use the ATM Card in ATMs outside the Philippines, You consent to:

1. the collection, storage, communication and processing of all pertinent data, such as Your Account balance, by any means necessary to maintain appropriate transactions and Account records;
2. the release and transmission of all these necessary data to participants and processors in the network;
3. the retention of these data by the network; and
4. the compliance of the network with all applicable laws and regulations governing disclosure of information to which they are subject.

### **C. Debit Cards**

The Terms and Conditions for use of the Debit Card issued on demand deposit accounts held by individuals are as specified in this document and as amended by Us from time to time. You shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Account Opening Form, or acknowledging receipt of the Debit Card in writing, or by signing on the reverse of the Debit Card, or performing a transaction with the Debit Card or after ten (10) days have elapsed since the Debit Card was dispatched to the address on record. You will also continue to remain bound by the Terms and Conditions of operation of Your Current/Savings accounts with Us.

In addition to these terms and conditions, the usage of the Debit Card shall also be subject to Visa guidelines.

The issue and use of the Debit Card shall be subject to extant laws, rules and regulations, Visa guidelines and General Terms and Conditions, as may be in force from time to time. All authorizations and powers conferred on US are irrevocable. The Terms and Conditions will be construed in accordance with and governed by the laws of the Philippines.

#### **1. Issue of Debit Card**

The issue and use of the Debit Card shall be subject to the Debit Card Terms and Conditions and the General Terms and Conditions, in force from time to time. In the event of an inconsistency, the Debit Card Terms and Conditions shall prevail.

The Debit Card and the related PIN will be issued in Your name, and you will be responsible to keep the said Debit Card under Your custody.

The Cardholder or in case of joint Accounts, all accountholders, jointly and severally, shall be responsible for all Transactions effected by the use of the Debit Card, whether or not the Transactions were/are authorized by the Cardholder, and shall indemnify Us for the loss or damage caused by any unauthorized use of the Debit Card or related PIN, the safety of the PIN and the Transaction/s effected using the Debit Card.

The Account shall be debited with the amount of any withdrawal, transfer and/or any other Transactions effected by the use of the Debit Card. You shall maintain sufficient funds in the Account in advance to meet any Transactions. You shall not be entitled to overdraw the Account.

As a security feature, the Debit Card shall be activated for use by You through Our ATM.

## **2. Cardholder Obligations and Card Validity**

You must sign the Debit Card immediately upon receipt. You must not permit any other person to sign or use it and should safeguard the Debit Card from misuse by retaining the Debit Card under Your personal control at all times.

The PIN issued to You for use with the Debit Card or any numbers chosen by You as a PIN, are for Your use and are non-transferable and strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise.

The Debit Card is valid up to the last day of the month/year indicated. You undertake to destroy the Debit Card when it expires by cutting it into several pieces through the magnetic stripe. WE reserve the sole right of renewing the Debit Card on expiry.

If You, by using your Debit Card, draws an amount in excess of the balance available permitted by Us, You will pay Us promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by Us. However this should not be construed as an agreement, either expressed or implied that We are bound to grant any overdraft facility whatsoever.

## **3. ATM Usage**

The Debit Card is accepted at the HSBC Group ATMs and ATMs of other financial institutions, which are members of BancNet ATM and Visa ATM networks or such other ATM networks that may be designated by Us from time to time.

WE may, at Our discretion, withdraw temporarily or terminate the ATM funds transfer facility and all funds transfer facilities for all types of Transactions. WE also reserve the right to change the maximum per day limit for funds transfer through the ATM.

Cash withdrawals performed by You at HSBC Group/Visa ATMs in countries other than the Philippines and cash withdrawals at Visa/BancNet ATMs in the Philippines will be subject to a fee and will be debited from the Account withdrawn from at the time of posting the cash withdrawals.

Cash and/or checks deposited in any ATM by the use of the Debit Card will only be credited to the Account after Our verification, which shall be conclusive and binding for all purposes. The ATM Accountholder Advice issued by the ATM at the time of deposit only represents what You purports to have deposited and will not be binding on Us. Checks will be accepted for collection only and proceeds will not be available until these checks are cleared. Similarly, for all cash withdrawals at Our ATM, any statement issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by Us. Any such verification shall likewise be final and conclusive and this verified amount will be binding on You.

The availability of ATM service in a country other than that in which the Debit Card was issued is governed by the local regulations in force in such other country. WE shall not be liable if these services are withdrawn without notice thereof.

Should the Debit Card be captured in any ATM for reasons not limited to wrong PIN and expired card, the Debit Card will be automatically retrieved and destroyed by the financial institution that captured the card. You must call Us to request for a replacement card, which shall be subject to the prevailing Tariff.

## **4. Merchant Establishment Usage**

The Debit Card is for electronic use only and will be accepted only at Merchant Establishments which have an electronic point of sale swipe terminal. Any usage of the Debit Card for purchases at Merchant Establishments

other than through an electronic point of sale swipe terminal will be deemed unauthorized and You shall be responsible for such transactions.

Whenever the Debit Card is used to make payments at Merchant Establishments, You must sign the sales slip or key in the PIN (as required by individual Merchant Establishments) and retain Your copy of the sales slip. Additional copies of the sales slip may be furnished by US at an additional charge subject to the prevailing Tariff. A sales slip with Your signature together with the Debit Card number noted thereon shall be conclusive evidence between Us and You as to the extent of liability incurred by You. WE shall not be required to ensure that You have received/availed of the goods/service to Your satisfaction. Any sales slip not personally signed by You but which can be proven as being authorized by You will also be Your liability.

The Debit Card is accepted at all electronic Merchant Establishments in the Philippines and overseas which display the Visa logo. We do not accept any responsibility for any dealings the Merchant Establishment may have with You, including but not limited to the supply of goods and services.

WE make no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to You. WE will not be responsible if the goods or services are in any way deficient or otherwise unsatisfactory. Should You have any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve You from any obligations to Us.

You will be liable for all costs associated with the failure to comply with Your obligations in respect of the Debit Card, including without limitation costs for collection services, should it become necessary to refer the matter to any agent, or legal expenses, where legal resources have been utilized in resolution of a dispute.

WE accept no responsibility for refusal of any Merchant Establishment to honor the Debit card.

WE accept no responsibility for any surcharge levied with the Transaction amount by any Merchant Establishment and debited from the Account.

A purchase and a subsequent credit for cancellation of the purchase of goods/services like air/rail tickets are two separate Transactions. The refund will only be credited to the Account (less cancellation charges) as and when it is received from the Merchant Establishment. If the credit is not posted to the Account within thirty (30) days from the day of refund, You should notify Us, along with a copy of the credit note from the Merchant Establishment.

In case of Debit Cards linked to multiple Accounts for purposes of ATM Transactions, Transactions at Merchant Establishments will be effected by debit from the Primary Account only. In case this Account has insufficient funds to honor such Transactions, WE will not honor the Transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.

In case of a disputed transaction due to a counterfeit **card\***, a temporary refund upon review of dispute and submission of documents, may be credited to the Account linked to the Debit Card. In the event that the accountholder is found liable, you agree to release the temporary refund, or pay back the equivalent amount in case the temporary refund is no longer in the Account. You agree to discharge the Bank of any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, and obligations of any nature whatsoever, known or unknown, in law or in equity, arising from and related to all and any suspected fraudulent debit transactions conducted through the Account on the date of disputed transaction.

*\*Counterfeit card is an imitation or falsification of a genuine magstripe card or EMV chip card with track data copied from a hybrid EMV card.*

## **5. Fees**

Annual or membership fees for the Debit Card, if any, will be debited from the Primary account on issuance/renewal as per the prevailing Tariff. These fees are not refundable.

Fees for ATM Transactions will be debited from the Account from which they are made at the time of posting the ATM transaction. Debit Card related charges will be debited from the Settlement Account, from time to time, as per the prevailing Tariff.

All Transactions in currencies other than the currency of the Primary account shall be automatically converted at the time of posting to the currency of the Primary account at Visa's foreign exchange selling rate, and shall be charged additional fees as may be provided in the prevailing Tariff.

## **6. Disclosure of Information**

When requested by Us, You shall provide any information, records or certificates relating to any matters that WE deem necessary for issuance of the Debit Card, maintenance thereof, execution of Transactions using the Debit Card, renewal of the Debit Card or any other purpose related to the Debit Card. You authorize Us to verify the information furnished by whatever means or from whichever source deemed necessary. If such information/data is not provided or if incorrect information/data is provided, WE may at Our sole discretion refuse renewal of the Debit Card or terminate the Debit Card.

WE reserve the right to, at Our sole discretion, assign or outsource certain aspects of Our operations to third party service providers at Our sole discretion and to disclose Your details and of Your Accounts to such third party providers.

WE reserve the right to report to Bangko Sentral ng Pilipinas, any foreign currency withdrawals/payments effected using the Debit Card.

## **7. Loss of the Debit Card**

In case of loss or theft of the Debit Card, You shall immediately report such fact to Us, giving details of the place, date and circumstances of the incident and the last Transaction(s) made prior to the loss or theft.

Your liability for ATM Transactions and Transactions at Merchant Establishments made through the use of the lost or stolen Debit Card shall cease upon confirmed verbal notification by You through PhoneBanking.

A card replacement fee as provided in the prevailing Tariff shall be charged to Your Account to cover replacement of the Debit Card and the costs incurred in disseminating information about the loss or theft.

You hereby agree to indemnify US fully against any liability, loss, cost, expenses or damages that may arise due to the misuse or unauthorized use of a lost Debit Card before WE are informed of the loss.

Should You subsequently recover the Debit Card, it must not be used. The Debit Card should be destroyed by cutting through the magnetic stripe.

## **8. Termination**

WE reserve the right to cancel/withdraw at any time without any prior notice or to renew at Our discretion, the Debit Card or any of the other services offered at any time without prior notice and without assigning any reason.

In the event that You decide to close the Account with Us, the Debit Card issued for such Account will automatically be cancelled. You must immediately cease to use the Debit Card and destroy the Debit Card linked to such Account.

In the event that You decide to terminate the use of the Debit Card, You shall give Us no less than seven (7) days' prior notice in writing and immediately return to Us, the Debit Card and obtain a valid receipt thereof.

The Debit Card shall be Our property and must be returned to Us immediately and unconditionally upon Our request. You should ensure that the person You release the Debit Card is a true HSBC officer before handing over the Debit card.

WE shall be entitled to terminate the Debit Card with immediate effect and require the immediate return of the Debit Card upon the occurrence of any of the following events:

- a. Your failure to comply with these specific Terms and Conditions or the General Terms and Conditions;
- b. The occurrence of an event of default under any agreement or commitment (contingent or otherwise) You entered into with Us;
- c. You becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature;
- d. Your Death or Demise; or
- e. Closure of the Account or failure to maintain the TRB or Minimum Account Balance.

#### **D. AutoSaver (ASA) Account**

1. You may only open one (1) Philippine Peso and one (1) US Dollar ASA Account.
2. In conjunction with the ASA, You are required to maintain a separate regular demand deposit account (savings or checking), with positive balance at all times. A Philippine Peso demand deposit account cannot be maintained for a US Dollar ASA.
3. At account opening date, You will set a Fixed Savings Amount within the minimum and maximum amounts that WE shall, at Our sole discretion, impose. You will likewise set a "Transfer Date", which is the day in each month that the Fixed Savings Amount will be debited from Your demand deposit account and credited to the ASA Account; provided that the 1st Transfer Date of the ASA Account must be a working day. The minimum number of months that the ASA Account will be maintained by You shall not be less than twelve (12) months.
4. You may make deposits into the ASA, apart from those scheduled on the Transfer Date. However, total balances in the ASA Account may not exceed Php2,500,000 for PHP accounts or USD50,000 for USD accounts, or such amount that may be determined by Us from time to time. Balances in excess of the maximum limit will be automatically transferred by Us to the Accountholder's regular demand deposit account without need of prior notice to You.
5. At any time, You may amend instructions on the ASA by visiting or calling Us or issuing written instructions to Us. Provided that WE are able to validate the authenticity of Your instructions, the requested changes will be effected within five (5) working days from receipt of the same. You may send the amended instructions to Your Branch of Account via facsimile if You have previously submitted to Us a Letter of Indemnity to receive instructions by facsimile (LOI).
6. Should You request the amendment of any of the specifications of the ASA, including without limitation, the Fixed Savings Amount and the Transfer Date, a fee, as prescribed in the Tariff will be levied from the ASA Account.
7. Funds in the ASA Account are withdrawable and transferable anytime via branch over-the-counter transactions, ATMs, Telephone Banking, HSBC Online Banking and PhoneBanking. You may obtain an ATM card for the ASA Account, subject to applicable ATM Card fee as indicated in the Tariff.
8. You may provide standing instructions to Us that after a certain amount of funds is reached in the ASA Account, the funds shall be withdrawn, transferred or invested in such other product of Our subsidiaries, affiliates or third party products.
9. If the Transfer Date falls on a weekend or a holiday, the transfer instructions will be done on the day prior the weekend or holiday.



10. Should Your demand deposit account have insufficient or uncleared funds on Transfer Date, transfer of the Fixed Savings Amount will not be effected, and the ASA Account shall be terminated, even without prior advice to You. WE will subsequently transfer the total balance of the ASA Account, net of applicable withholding taxes, to the demand deposit account, and close the ASA Account, without need for prior advice to You.
11. You may instruct Us to terminate the ASA Account at any time after one (1) year from the ASA Account opening date. Should You terminate Your ASA Account prior to the agreed expiry date as indicated in the ASA Account opening form, a fee, as indicated in the Tariff shall be deducted from the net proceeds of the ASA Account.
12. WE shall shoulder the applicable Documentary Stamp Tax on Your behalf.

#### **E. US Dollar Checking Account**

1. The US Dollar Checking account is an interest-bearing checking account that may be availed of by existing HSBC Premier.
2. The US Dollar Checking account is for local clearing and checks are only valid if presented in the Philippines. These checks can be accepted abroad but must be presented "for collection" and clearing in the Philippines.
3. An ATM Card may be provided upon Your request.
4. The cost of a checkbook shall be charged to You. The cost of a checkbook shall be stated in the Tariff and may be paid in US Dollars or in Philippine Pesos.
5. There will be corresponding transmittal charges per check issued by You and the payment and collection of the charges vary depending on the type of transaction. The corresponding fees are stated in the Tariff.

#### **F. Electronic Banking Services**

##### **1. Phonebanking Services**

- a. PhoneBanking Access – You must use the bank-assigned PTB-PIN and PBN to access Your Accounts under the same Accountholder number. You may replace the PTB-PIN assigned by with a PTB-PIN of Your choice. You shall keep the PBN and PTB-PIN (whether Bank-assigned or the replacement PIN of Your choice) confidential at all times and you shall not divulge the same to any other person. Non-compliance with this provision shall relieve Us of any accountability for any loss arising from the use of the PTB-PIN to effect any transaction relating to Your Account/s. Any transaction/instructions effected using the PTB-PIN shall be conclusively presumed to be authorized by You. You shall immediately report by telephone, and confirm in writing within twenty-four (24) hours following such report, that an unauthorized person has knowledge of Your PTB-PIN. Any losses due to withdrawal/debit/transfer of funds using the PTB-PIN prior to receipt by Us of Your written confirmation shall be for Your account.
- b. Telephone Instructions – We are entitled to act on the instructions received from You by telephone which WE reasonably believe emanated from You by the use of the PTB-PIN or some other form of personal identification that WE may require. WE reserve the right not to act on the telephone instructions without any duty to give Our reasons for such refusal to act or to require You to confirm the telephone instructions in writing, even though You provided the correct PTB-PIN or were able to identify yourself. WE shall not be liable for acting in good faith based on telephone instructions which we believe emanated from You or Your authorized representatives. We shall not have any duty to verify the identity of the person(s) giving telephone instructions by any means other than your PTB-PIN or a form of identification we may require.
- c. Record of Transactions - Our record of the transactions processed by the use of PhoneBanking shall be conclusive proof of the nature and circumstances surrounding the transactions, as well as of the instructions received and shall be binding for all purposes.

- d. Joint Accounts – If any account is in the name of more than one person, and any one of such persons may transact on the account, We may issue PTB-PINs to some or all of the joint Accountholders. In such cases, WE may implement transfer/debit/withdrawal instructions from such account/s which are received from any one of the joint Accountholders using any of the PTB-PINs issued, or such PTB-PINs substituted by each of the joint Accountholders.

## **2. HSBC Online Banking Services**

### **A. Services**

- i. WE shall provide subject to these Terms and Conditions online services and facility from time to time through any internet and mobile application site to enable Accountholders to give instructions to and communicate with Us for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from Us and/or members of the HSBC Group.
- ii. As part of HSBC Online Banking, WE may make available via any internet and mobile application site Information supplied by an Information Provider.
- iii. WE have the right to determine and vary from time to time the scope and type of the services included in HSBC Online Banking to be made available including, without limitation:
  - expanding, modifying or reducing the services of HSBC Online Banking at any time;
  - imposing and varying any restrictions on the use of HSBC Online Banking such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which You may conduct; and
  - prescribing and changing the normal service hours during which HSBC Online Banking is available and any daily cut-off time for any type of HSBC Online Banking services or transactions. Any instruction received from You by Us after any applicable daily cut-off time shall be deemed to be received on the next business day. WE may specify business day and daily cut-off time by reference to the time of various markets operating in different time zones.
- iv. WE may require You to nominate or register specific account(s) for HSBC Online Banking.

### **B. Governing Terms and Conditions**

Transactions and dealings effected by using online banking are subject to the General Terms and Conditions and Our general disclaimer and internet privacy statement. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these terms and conditions shall prevail for the purposes of online banking.

### **C. Use of Services**

- i. To access HSBC Online Banking for the first time, You are required to register online or in such other manner as WE may from time to time specify and indicate Your acceptance of all the terms and conditions governing the use of HSBC Online Banking and to provide such information as WE may reasonably specify for identifying You.
- ii. By registering to use HSBC Online Banking, You warrant that all information provided by You to Us in relation to HSBC Online Banking is true, complete and up-to-date.
- iii. HSBC Online Banking is for Your sole and exclusive use.
- iv. You shall not use or knowingly allow any other person to use HSBC Online Banking, the Information and/or the reports for or in connection with any illegal purpose or activity. You shall notify Us as soon as practicable if You become aware of such use.

- v. Any exchange rate, interest rate, dealing rate and other prices and information quoted by Us on the online Site(s) or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and information offered by Us for the purpose of the relevant transaction shall be binding on You and US only upon Your confirmation of Your acceptance thereof irrespective of any different rate, price or information quoted by Us
- vi. By registering to use HSBC Online Banking, You shall automatically be registered to receive electronic statements ("eStatements"). As a result, You will no longer receive paper statements, but will instead be able to view and download Your monthly Statements of Account online or through email. HSBC Premier Accountholders may revert to receiving paper statements at any time in the future by setting the statements to paper within HSBC Online Banking. Advance Accountholders may only obtain individual paper statements by making a request at their branch of account. The paper statement will be released at the branch upon payment of a statement fee. Please refer to the Tariff for the prevailing fees.
- vii. You acknowledge that there may be a time delay in transmission of instructions, information or communication through online means.

#### ***D. Username, Password, Security Code***

- i. You shall follow the guidance provided by Us online in designating the Username and Password.
- ii. You may change the Password at any time but any change shall be effective only if accepted by Us. The Username cannot be changed by You.
- iii. WE may, in our sole discretion require You to use a Security Code to access HSBC Online Banking in the event of which it is Your sole responsibility to apply to Us for a Security Device or a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
- iv. You, after having registered to use HSBC Online Banking and having ordered a Security Device, may also be given the option to access HSBC Online Banking via a Password. The Password may be used for some but not all of the services in HSBC Online Banking, subject to such security parameters and conditions as WE may impose. Once You have set the Password, You will no longer be able to suppress it and shall continue to have access to HSBC Online Banking through either the Security Device or Your Password.
- v. You shall act in good faith, exercise reasonable care and diligence in keeping the Username and Password, and/or the Security Device and the Security Code in secrecy. At no time and under no circumstances shall You disclose the Username, the Password and/or the Security Code to any other person or permit the Security Device to come into the possession or control of any other person.
- vi. You shall be fully responsible for any accidental or unauthorized disclosure of the Username, the Password and/or the Security Code to any other person and shall bear the risks of the Username, the Password, the Security Device or the Security Code being used by unauthorized persons or for unauthorized purposes.
- vii. Upon notice or suspicion of the Username, the Password, and/or the Security Code being disclosed to, and/or the Security Device being lost or has otherwise come into the possession or control of any unauthorized person or any unauthorized use of PIB being made, You shall immediately notify Us through PhoneBanking and, until Our actual receipt of such notification, You shall remain responsible for any and all use of HSBC Online Banking by unauthorized persons or for unauthorized purposes.

#### ***E. Accountholder's Instructions***

- i. You are required to quote any one or more of the Username the Password, the Security Code, and any other identifiers as shall be prescribed by Us from time to time in order to log-on to HSBC Online Banking and give instructions to Us online. Instructions in connection with PIB shall not be considered to be received by Us unless they are given in such manner as WE may prescribe from time to time and until WE have actually received them.

- ii. Any instruction given in connection with HSBC Online Banking by quoting the Username, the Password, the Security Code, and Your such other identifiers as prescribed by Us, once given, may not be rescinded or withdrawn without Our consent or the relevant member of the HSBC Group. All such instructions given, as understood and acted on by Us or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on You whether given by You or by any other person purporting to be You. WE and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Username, the Password, the Security Code, and Your such other identifiers (if any).
- iii. WE will only act on an instruction insofar as it is in Our opinion practicable and reasonable to do so and in accordance with Our regular business practices and procedures.
- iv. Advice or confirmation that an instruction has been received and/or a transaction has been effected through HSBC Online Banking will be provided by Us online. Such advice or confirmation shall be deemed to have been received by You immediately after transmission and it is Your duty to check such advice or confirmation. It is also Your duty to inquire with Us if You do not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- v. Information relating to any account or transaction made available online is for reference only. Our records of such account and transaction shall be conclusive unless and until the contrary is established.

#### ***F. Fees***

WE reserve the right to charge fees in relation to the use and/or termination of HSBC Online Banking including, without limitation, to impose a charge for Our provision of the Security Device and to revise such fees as provided in the Tariff. WE shall determine and give reasonable notice to You of the rate of any fee from time to time before they become effective which shall be binding on You if You continue to maintain or use PIB on or after the effective date. Fees may be collected from You in such manner and at such intervals as WE may specify.

#### ***G. Accountholder's Undertaking and Responsibility***

- i. You shall provide such information as WE may from time to time reasonably request for the purposes of providing HSBC Online Banking. You shall also ensure that all information provided to Us is at all times accurate, complete and up-to-date including, without limitation, Your address and other contact details.
- ii. You shall not, and shall not attempt to hack, decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of HSBC Online Banking or any software comprised in them.
- iii. You acknowledge that it is Your responsibility to determine independently market prices and rates for trading purposes through Your usual trading channels, to verify any Information and/or report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of HSBC Online Banking, the Information and the reports, these terms and conditions and any transactions and dealings which may affect You under all applicable laws.

#### ***H. Information and Information Providers***

- i. You acknowledge and agree that the Information, the reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'confidential information') are trade secrets and confidential and proprietary property of HSBC and the respective Information Providers.
- ii. Unless expressly permitted by these terms and conditions, You shall not, and shall not attempt to:
  - sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any confidential information in any form or by means to any other person or commercially exploit any confidential information;

- remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the confidential information including, without limitation, any trademark or copyright notice; or
  - incorporate or combine the confidential information with any other programs.
- iii. The restrictions on disclosure shall not apply to any confidential Information:
- where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by You to Us; or
  - where WE have expressly agreed in writing to its disclosure.
- iv. You agree that all rights, titles and interests in and relating to the confidential information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain Our exclusive property and of the respective Information Providers. No right, title or interest other than the right to access the Information and the reports subject to these terms and condition is conveyed or transferred to You. You shall not make any representation nor do any act which may be taken to indicate that You have any such right, title or interest.
- v. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by You on or after the effective date, subject to prior notification, of such terms and conditions shall constitute Your acceptance thereof.
- vi. The Information and the reports are made available for reference only and are not intended for trading or other purposes. Neither WE nor any Information Provider shall be considered an investment adviser to You.
- vii. Neither WE nor any Information Provider warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the reports or whether it is fit for any purpose. Nor do We or any Information Provider assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or Your reports or any other person. No HSBC employee or agent or any Information Provider is authorized to give any such warranty, representation or guarantee.
- viii. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to Us. WE do not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.

## ***I. Our Liabilities***

- i. WE will take reasonably practicable steps to ensure that Our systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to Us from time to time.
- ii. None of Us, any member of the HSBC Group or any Information Provider warrants or represents that HSBC Online Banking, the Information and the Reports are free from virus or other destructive features which may adversely affect Your hardware, software or equipment.
- iii. WE will make all reasonable efforts to ensure that the Security Device provided to You will perform as necessary to permit access to HSBC Online Banking as and when required. You must notify Us immediately if any Security Device fails to function correctly and the only obligations that WE have in respect of such Security Device is to replace the same with a new Security Device at no cost to You but only (i) upon the defective Security Device being returned to Us within 90 days of its date of issue and (ii) if WE are satisfied that there is no default or negligence on Your part which results in or contributes to the Security Device's failure to function correctly. WE shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, WE cannot be held liable for any loss or damages incurred or suffered by You arising from Your failure to safe-keep and/or use the Security Device in accordance with Our instructions and recommendations.
- iv. Unless due to Our gross negligence or willful default or of any member of the HSBC Group or their respective officers or employees and only to the extent of direct and actual loss and damage (if any) arising solely

therefrom or the amount of the relevant transaction (whichever is less), neither WE nor any member of the HSBC Group assume any liability or responsibility to You or any other person for the consequences arising from or in connection with:

- use of HSBC Online Banking (including, without limitation, the use of the Security Device) and/or access to any information as a result of such use by You or any other person whether or not authorized;
  - any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing HSBC Online Banking (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the Security Device), in transmitting instructions or information relating to PIB or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond Our reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
  - transmission and/or storage of any information and/or data relating to You, HSBC Online Banking and/or transactions or dealings conducted by You pursuant to PIB through or in any system, equipment or instrument of any communication network provider.
- v. In no event shall WE, any member of the HSBC Group or any Information Provider be liable to You or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

#### **J. Your Liabilities**

You shall be fully liable and responsible for all consequences arising from or in connection with the use of HSBC Online Banking (including, without limitation, the use of the Security Device and Secondary Password) and/or access to any Information or report or any other information as a result of such use by You or any other person whether or not authorized.

- i. If, in Our reasonable opinion, there is no negligence, fraud or fault on the Your part, You shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of HSBC Online Banking as a result of:
- a computer crime which should have been prevented by the risk control and management measures had WE adopted such measures;
  - a human or Our system error; or
  - a missed or misdirected payment caused by the gross negligence or willful default of Our officers or employees.
- ii. You shall hold free and/or indemnify Us, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the reports or the exercise or preservation of Our powers and rights under these Terms and Conditions, unless due to Our gross negligence or Our willful default, any member of the HSBC Group, any Information Provider or their respective officers or employees.

#### **K. Variation and Termination**

- i. WE may, at any time, without giving notice or reason, suspend or terminate all or any of the services of HSBC Online Banking or their use by You.
- ii. You may terminate the use of HSBC Online Banking at any time by giving to Us prior written notice

- iii. All provisions of these terms and conditions which in order to give effect to their meaning need to survive the suspension or termination of HSBC Online Banking and/or the use of HSBC Online Banking by You shall remain in full force and effect after suspension or termination. Notwithstanding such suspension or termination, You shall continue to be bound by these terms and conditions to the extent that they relate to any of Your obligations or liabilities which remain to be performed or discharged.

#### **L. Communication**

- i. WE shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.
- ii. Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by You: where delivered personally, at the time of personal delivery or on leaving it at the address last notified in writing by You to Us, where sent by post, (forty-eight) 48 hours after posting if such address is in the Philippines and seven (7) days after posting if such address is outside the Philippines, or, where sent by facsimile transmission, telex or email, immediately after transmitting to the facsimile or telex number or email address last notified in writing by You to Us. Communications sent by You to Us shall be treated as delivered to Us on the day of actual receipt by Us.

#### **M. Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

#### **N. Waiver**

No act, delay or omission by Us shall affect Our rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

#### **O. Miscellaneous**

- i. Where the account in question is a joint account, the reference in these terms and conditions to 'Accountholder' shall be deemed to mean all and each of the joint account holders. All of You shall be bound by these terms and conditions and be jointly and severally liable for all the transactions and dealings effected by using HSBC Online Banking
- ii. Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation and an unincorporated body of persons.

### **3. HSBC Global View**

This service is exclusive to HSBC Premier and HSBC Advance clients.

Global View is not available in all countries.

#### **A. Use of Global View**

- i. Information You Provide. You agree that WE may use any information You provide to Us or which WE hold about You (whether in connection with the Service or otherwise) pursuant to Clause V of these Terms and Conditions.

- ii. Account Access. You agree that Our employees, regulators, third party service providers, auditors, legal advisers and other agents may have access to Your information as reasonably required to provide the Service, investigate complaints and comply with applicable law, regulation and any applicable code.
  - By using Global View, You agree that WE may access and link Your accounts held in any country in the world by accessing and linking on Your behalf, the HSBC web sites designated by You, to retrieve Your account information and to use and hold the information on Our servers (wherever they may be located in the world) in connection with providing Global View and You hereby appoint Us as Your agent for this limited purpose. You confirm that you are the legal owner of the account(s) designated by You and that you have authority to use Global View.
  - You agree to comply with any of Our instructions of at any time in connection with the use of Global View or the security of Global View. WE will never contact You to ask for the password(s) or logon information. You agree not to use Global View for illegal purposes.

You acknowledge and agree that WE own all rights in Global View and the content displayed in Our site(s). You are only permitted to use this content in connection with Global View. You may not copy, reproduce, distribute, or create derivative works from this content. You also agree not to reverse engineer or reverse compile any of Our technology, including but not limited to, any Java applets associated with Global View.

- iii. You acknowledge that by using Global View to link and view Your HSBC account(s) held in any one country in the world, with Your HSBC account(s) held in any other country in the world, that this may mean that tax and/or regulatory authorities in such other country in the world where Your HSBC account(s) is held may, by law, have the right of access to Your account information relating to all or part of Your linked account(s). You may wish to seek guidance on this from Your tax and legal advisers.

## ***B. Global View Security***

- i. You agree to provide true, accurate, current and complete information as requested in linking Your account(s). You also agree to keep Your account information up to date and accurate at all times.
- ii. You are responsible for maintaining the confidentiality of Your password(s) and other security details relating to Global View. Your password(s) and other security details must not be disclosed to anyone, other than as required to use Global View. You shall immediately notify Us of any unauthorized use of Your password(s) or of any other breach of security. Except to the extent required by law, regulation or any applicable code, WE will not be liable for any loss that You may incur as a result of someone else using Your password(s) in connection with Global View. You must not use another person's password(s) at any time.

## ***C. Cancellation, Discontinuance and Changes***

- i. You may terminate Global View at any time by giving notice to Us. Upon receipt of Your request to terminate Global View, the linking of Your account(s) will cease. You may also request, at any time, that one or more of Your linked accounts be removed from the Service. The Service will be cancelled if You remove all Your linked accounts from the Service.
- ii. WE reserve the right to discontinue, temporarily or permanently, Global View at any time with or without notice if You are in breach of these terms or the terms of any other agreement with Us or if You no longer meet Our qualifying criteria or if there is a suspected breach of security or if Our needs to carry out maintenance or if for commercial, legal or regulatory reasons, WE consider at any time the provision of Global View is no longer viable.
- iii. WE may change the services of Global View and /or these terms at any time for technical reasons or to improve Global View by giving You such notice as is required by law, regulation or any applicable code. WE



may charge a fee for the use of Global View which is found in the Tariff. You agree that WE will not be liable to You or to any third party for any changes to or for any discontinuance of Global View.

***D. No Warranties, Limits to WE's Liability and Indemnity***

- i. WE will take reasonable care to ensure that any information provided to You through Your use of Global View is an accurate reflection of the information contained in Our computer systems, or where the information is provided by a third party, accurately reflects the information WE receive from that third party. Due to the nature of Global View and to circumstances beyond HSBCs reasonable control, YOU AGREE THAT THE USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE THAT GLOBAL VIEW WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION OR ANY APPLICABLE CODE, GLOBAL VIEW IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- ii. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION AND ANY APPLICABLE CODE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE GLOBAL VIEW; (ii) UNAUTHORIZED ACCESS TO GLOBAL VIEW; (iii) STATEMENTS OR CONDUCT OF ANYONE IN THE COURSE OF PROVIDING GLOBAL VIEW; OR (iv) ANY OTHER MATTER RELATING TO GLOBAL VIEW.
- iii. You agree to indemnify and fully compensate Us and our service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from Your breach of these terms or by Your infringement of any of Our intellectual property rights.

***E. Other Terms Applying***

These terms shall not affect the terms of any agreement that may apply to You relating to the use or operation of HSBC Online Banking in respect of Your account(s). In the event that these terms conflict with the other terms, these terms shall prevail to the extent they relate to Global View.

***F. Miscellaneous***

- i. Global View is personal to You and he may not assign it to anyone. You agree not to make any commercial use of Global View.
- ii. Unless otherwise provided in these terms, all notices WE give You or You give Us shall be in writing and may be given by electronic mail on the same basis as (and subject to the same conditions as) the other terms. Additionally, unless prohibited by law, regulation or any applicable code, WE may give You notice by message WE broadcasts through Global View or through HSBC Online Banking.
- iii. Any notice given by electronic mail or which WE broadcast through Global View or through HSBC Online Banking shall be regarded as received 24 hours after its dispatch.
- iv. These terms shall be governed by the law of the jurisdiction or country in which Your HSBC account(s) is held in respect of which You first uses Global View to link that account(s) to account(s) held in another country or jurisdiction and to the extent allowed by law, You agree to the non-exclusive jurisdiction of the courts of that jurisdiction or country.

### **G. HSBC Premier JuniorPack (JP)**

1. The JP is open only to minor children and legal dependents of eligible Premier clients, who are at least 7 years of age and below 18 years on the date the account is opened.
2. To open and maintain a JP, Your child or legal dependent must open at least one (1) savings account. The JP's savings account may come with an ATM/Debit card, subject to Our discretion and Your agreement to the terms and conditions for the use of the card.
3. With the JP Your child or legal dependent shall be allowed the following limited services using our electronic banking facilities for the operation of the child or legal dependent's accounts:
  - a. *HSBC Online Banking*
    - i. account balance inquiry only, and
    - ii. transfers between accounts in the child or legal dependent's name
  - b. *PhoneBanking*
    - i. account balance inquiry only, and
    - ii. transfers between accounts in the child or legal dependent's name
4. All products and services availed of by the child or legal dependent under the JP shall be subject to these terms and conditions, and the specific terms and conditions of each of the said products and services. Your written agreement to the said terms and conditions will be necessary for the child or legal dependent to avail of the products and services.
5. If for any reason You lose the Premier status with Us, the child or legal dependent's accounts shall likewise lose his/her Premier status and privileges.
6. Transactions on all accounts maintained in the JP will be summarized in a consolidated monthly statement of account. You agree that You shall, together with the child or legal dependent, examine each written confirmation and statement of account and notify Us, by delivering within ten (10) days from receipt, in the case of written confirmation, or ninety (90) days from posting, in the case of a period statement of account, a written notice of alleged errors or omissions therein. You, your child or legal dependent agree that, should he fail to respond or deliver any written notice within the periods aforementioned, he waives any right to raise any objection to, or to contest, and he shall thus be deemed to have agreed to, the correctness and validity of the relevant confirmation or statement of account.
7. You agree that the child or legal dependent's JP shall be subject to all applicable taxes, fees and charges due on any and all transactions that WE execute upon Your, child or legal dependent's instructions and/or that which arise in connection with Your, child or legal dependent's availment of Our products and services, or the acceptance of the benefits thereof.

### **H. International Services**

1. The Features that You can enjoy under HSBC Premier and HSBC Advance may include accounts, services, rewards, benefits, privileges and the likes offered not only by Us but also by other members of the HSBC Group in and outside of the Philippines, which may or may not be banking-related and which may be provided directly by Us and such other members of the HSBC Group or third parties designated by them, as WE and/or such members shall determine from time to time.
2. To facilitate Us and other members of the HSBC Group in considering whether or not You are entitled to enjoy certain Features offered by them under HSBC Premier and HSBC Advance, and to enable Us and these members of the HSBC Group in providing such Features to You where You are eligible to enjoy these Features, You fully authorize Us and these HSBC Group members to share all information relating to You and Your accounts pursuant to Clause V of these Terms and Conditions.

3. The Features offered to You by other members of the HSBC Group are at all times subject to You being allocated with and retaining the Class of HSBC Premier or HSBC Advance with Us (or another member of the HSBC Group, if applicable) unless WE or another member of the HSBC Group shall determine otherwise. Each of these Features may also be subject to certain terms and conditions stipulated by Us and/or the relevant member(s) of the HSBC Group and You agree to be bound by the same.
4. Where a Feature offered by any HSBC member includes the offering of any banking or credit facilities, You agree to and authorize the following in the event that You default in Your Debts upon their becoming due and payable:
  - a. WE may collect the Debts for and on behalf of the HSBC Member;
  - b. Our right to employ collection agent(s) and third parties to collect any Debt and the indemnity given by You in favor of Us.
  - c. the HSBC Member may at any time and from time to time assign the whole or any part(s) of the Debts in favor of Us;
  - d. WE may accept an assignment of the Debts in Our favor and may exercise Our right of set-off;
  - e. to the extent permitted by all relevant laws and regulations, You waive all rights you may have in relation to any assignment of the Debts and acknowledge Our of set-off against such assigned Debts; and
  - f. WE may collect such fees, charges, loss and expenses that WE and the HSBC Member shall have directly and indirectly incurred or suffered as a result of or arising from the Debts, including, without limitation, reasonable legal fees and other fees, charges and expenses incurred in recovering the Debts. All taxes, fees and charges relative to the availment of any banking or credit facilities offered by Us or any member of the HSBC Group and/or the assignment and/or collection of the Debts as above-mentioned shall be for Your account.
5. Where a Feature offered by a member of the HSBC Group including Us includes the offering of any banking or credit facilities, You understand and agree that any default in respect of one or more of such facilities may result in any or all of these members withdrawing, suspending, cancelling, terminating or varying any or all Features offered by them. This may also result in You having to, among other things, pay higher interest rates, fees, charges and costs and no member of the HSBC Group can under any circumstances be held liable or responsible for such increases in interests, fees, charges, costs and expenses incurred by You or any other obligations and liabilities (whether new or added) that You are therefore subject to.

If You are required by any applicable laws or regulations (including the laws and regulations in the jurisdiction in which You enjoy a Feature provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by You, whether to WE or any member of the HSBC Group, then the liability in respect of that deduction or withholding shall be Your liability such that after the making of such deduction or withholding, the net payment shall be equal to the amount which WE or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be Your sole responsibility to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and You shall indemnify Us and other members of the HSBC Group for all consequences of Your failure to do so. You further agree to, upon demand, furnish Us and/or the HSBC member, valid proof of payment of such liability and such other supporting documents that may be required.

#### ***I. HSBC Premier Emergency Services***

The HSBC Premier Emergency Services are provided by MasterCard International or its agents or third party service providers from time to time to Our customers.

## **J. Overseas HSBC Premier and HSBC Advance Services**

### **1. Services and Features**

- a) We and other members of the HSBC Group in or outside Philippines may offer or vary Services and Features under HSBC Premier or HSBC Advance at Our discretion from time to time. These Services and Features may include accounts, services, rewards, benefits and privileges of any nature and which may be provided by us, another member of the HSBC Group or any other person.
- b) In order to be eligible for the Features under HSBC Premier or HSBC Advance, You have to maintain the necessary Tier of HSBC Premier or HSBC Advance specified by Us (or the other member of the HSBC Group providing the relevant Features), unless HSBC or the other member agree otherwise. You have to satisfy and be bound by further terms and conditions applicable to the relevant Features that may be specified by Us or the other member of the HSBC Group from time to time.

### **2. Your Obligations and Liabilities**

- a) Where a member of the HSBC Group other than Us offers You a Feature under HSBC Premier or HSBC Advance that is a banking or credit facility, You authorize Us and that HSBC Group member to do any of the following if you fail to repay any indebtedness owing by You to that HSBC Group member in connection with such banking or credit facility:
  - i. to collect the Debts for and on behalf of that HSBC Group member;
  - ii. to employ collection agents and service providers to collect any Debts and You agree to indemnify Us for any related cost incurred to collect the Debts;
  - iii. for a HSBC Group member, to assign the Debts (in whole or in part) to Us at any time, and HSBC may accept assignment of the Debts and exercise Our rights (including our set-off rights) in respect of the assigned Debts; and You waive all rights You may have in relation to the assigned Debts in our favor to the extent permitted by the Applicable Regulations; and
  - iv. to collect all fees, charges, loss and expenses that HSBC or that HSBC Group member may incur or suffer arising from or in connection with the Debts (including legal fees and other fees, charges and expenses of reasonable amount and reasonably incurred in recovering the Debts).
- b) Where HSBC or another member of the HSBC Group offer You one or more banking or credit facilities as Features under HSBC Premier or HSBC Advance, You agree that Your failure to repay any indebtedness owing by You under a facility may result in:
  - i. the withdrawal, suspension, cancellation or variation of any or all of the granted facilities; and
  - ii. You having to pay interest at higher interest rates and increased fees, charges, costs and expenses

Neither HSBC nor the other HSBC Group member is liable for the above.

- c) If You are required by any Applicable Regulations to deduct or withhold an amount from any sum payable by You to us or any other member of the HSBC Group, You should ensure that HSBC or that other HSBC Group member receive a net payment equal to the amount which HSBC or it would have received had no deduction or withholding been made. You are solely responsible for paying the amount deducted or withheld to the relevant authority within the applicable time limit. You indemnify us and that other HSBC Group member for all consequences if You fail to make such payment.

## **V. COLLECTION AND USE OF ACCOUNTHOLDER / CUSTOMER / INFORMATION**

Terms used in this Clause V shall have the following meanings:

**“Authorities”** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

**“Compliance Obligations”** means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

**“Connected Person”** means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

**“Controlling Persons”** mean individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**“Customer Information”** means your Personal Data, account information, confidential information, and/or Tax Information, or that of a Connected Person, including relevant information about you, or that of a Connected Person, your transactions, your use of our products and services, and your relationships with the HSBC Group)

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

**“HSBC Group”** means The Hongkong and Shanghai Banking Corporation Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **“member of the HSBC Group”**.

**“Laws”** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

**“Personal Data”** means any information, whether recorded in a material form or not, (a) from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.

**“Services”** includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

**“Substantial Owners”** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**“Tax Authorities”** means Philippine or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs).

**“Tax Certification Forms”** means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status [or the tax status of a Connected Person].

**“Tax Information”** means documentation or information about your tax status and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner.

**“We”, “Our” and “Us” refer to The Hongkong and Shanghai Banking Corporation Limited and/or any member of the HSBC Group.**

Reference to the singular includes the plural (and vice versa).

## **1. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION**

These clauses [1-4] explain how we will use your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our or a third party's legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this clause.

### **COLLECTION**

**1.1** We and other members of the HSBC Group may collect, use and share **Customer Information**. **Customer Information** may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group

### **PROCESSING**

**1.2** Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following **Purposes**:

- a) The provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
- b) meeting Compliance Obligations,
- c) conducting Financial Crime Risk Management Activity,
- d) collecting any amounts due and outstanding from you,
- e) conducting credit checks and obtaining or providing credit references,
- f) enforcing or defending our rights, or those of a member of the HSBC Group,
- g) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
- h) maintaining our overall relationship with you including marketing or promoting financial services or related products and market research (the “**Purposes**”).

### **SHARING**

**1.3** By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- a) any member of the HSBC Group;
- b) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- c) any Authorities, in response to their requests;
- d) persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);

- e) any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- f) other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
- g) any third party fund manager who provides asset management services to you;
- h) any introducing broker to whom we provide introductions or referrals;
- i) any party in connection with any HSBC business transfer, disposal, merger or acquisition,

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

## CUSTOMER/CLIENT OBLIGATIONS

- 1.4 You agree to inform us promptly, and in any event, within 30 days, in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.
- 1.5 You must ensure that every Connected Person whose information (including Personal Data, account information or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.
- 1.6 Where:
- you fail to provide promptly Customer Information that we reasonably requested, or
  - you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
  - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, we may:
    - a) be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to terminate our relationship with you;
    - b) **take** actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
    - c) block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

- 1.7 You agree that We shall not be liable for any loss or damage arising from or incidental to our use, collection, processing and sharing of Customer Information, and any action we have taken in relation to this Clause V.

## 2. DATA PROTECTION

Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

### 3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- 3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (“**Financial Crime Risk Management Activity**”). Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.
- 3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

### 4. TAX COMPLIANCE

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. [Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard.] Certain countries may have tax legislation with extra-territorial effect regardless of your [or Connected Person’s] place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

### 5. MISCELLANEOUS

- 5.1 In the event of any conflict or inconsistency between any of these Terms under Clause V and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- 5.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

### 6. SURVIVAL UPON TERMINATION

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.

## VI. OTHER TERMS AND CONDITIONS

1. You authorize Us to, without liability, combine or consolidate the outstanding balance in any of Your account/s with any of Your other account/s which You maintain with Us in the Philippines or elsewhere within the HSBC Group, and set-off and/or transfer any monies standing to the credit of such other accounts in, or towards, satisfaction of Your liabilities to Us. You agree that this right to set-off/transfer applies whether or not the outstanding obligation is in a currency different from the currency of the monies intended for setting off/transfer, or is held at a branch of HSBC in a different jurisdiction or at any member of the HSBC Group, or held by You jointly with other persons. For such purpose, WE shall be entitled to convert the balance in



such other account into the same currency as the outstanding obligation. You further authorize Us to dispose of any securities, deeds, boxes and parcels and their contents, and property of any kind and apply the proceeds thereof towards the satisfaction of Your liabilities to Us. Our rights hereunder shall not be affected by Your death or subsequent legal incapacity.

2. You shall ensure that there are sufficient funds (or pre-arranged credit facilities) in Your account/s for the purpose of complying with Your instructions and WE shall not be liable for our failure to carry out such instructions due to inadequacy of funds and/or credit facilities.
3. You agree that WE shall have the right to add, revise, amend or cancel, in whole or in part, any of the products and services provided by Us, and any of the terms and conditions pertaining to any product or service. Any such addition, revision, amendment or cancellation will take effect and become binding on You from such time the same is brought to Your attention by publication, display, advertisement or otherwise.
4. You expressly waive the provisions of Article 1250 of the New Civil Code (which relates to cases of extraordinary inflation or deflation of foreign currency and stipulates that unless agreement exists to the contrary, the basis of payment shall be the value of currency at the time of establishment of the obligation) and hereby agree that said article shall not be applicable.
5. You agree that WE shall not be liable for inadvertently committed errors in the handling or processing of transactions.
6. You agree that all expenses, including legal costs, associated with Our rights hereunder or the enforcement of Your obligations under these terms and conditions shall be for Your account and may be debited against any of Your account/s.
7. You shall be liable for all taxes, fees and charges outlined in Our Easy Guide to Bank Services and Charges, due on any and all transactions that WE execute upon Your instructions and/or that which arise in connection with Your availing of Our products and/or services, or the acceptance of the benefits thereof.
8. You agree that where particular transactions, products or services are subject to specific terms and conditions agreed upon between You and Us, or that are applicable thereto, such terms and conditions shall be supplementary in character to these Terms and Conditions in respect of such transactions, products or services, and Your availing of such transactions, products or services signifies Your acceptance of the said specific terms and conditions.
9. WE shall not be liable for any failure to provide any service or to perform any obligations, or for any loss or damages howsoever caused or in any way whatsoever, and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever including but not limited to the failure of any computer, machine, data processing system or transmission link or the ATM / Debit Cards or Automated Teller Machine (ATM), the withdrawal of ATM services in other countries (which services will be governed by local regulations), the temporary insufficiency of funds in such machines or at point of sale terminals, or otherwise howsoever, or to carry out Your instructions or to send monthly statements to You. If You have acted fraudulently or negligently, You shall be liable for all claims, losses and consequences arising from or in connection with Your use of Our products and services.
10. In no event will WE, the HSBC Group or any Information Provider be liable to You for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages
11. If it becomes unlawful under any applicable law for branches of HSBC in the Philippines (the "Booking Branch") to make, or by reason of force majeure or act of state, the Booking Branch is prevented from making or it becomes impossible or impracticable for the Booking Branch to make, any payment in respect of, or repayment of, its obligations hereunder on the due date for the relevant payment or repayment, You shall have recourse to any other branch of HSBC in the Philippines in respect of any such repayment. If it becomes unlawful under any applicable law for all branches of HSBC in the Philippines to make, or by reason of force majeure or act of state, all branches of Bank in the Philippines are prevented from making or it becomes impossible or impracticable for such branches to make, any payment in respect of, or repayment

of, its obligations hereunder, You shall not have recourse to any branch of HSBC outside of the Philippines in respect of any such payment or repayment.

Notwithstanding the foregoing, WE shall be entitled to treat any such obligations as due and payable at any time for the purpose of the exercise by Us of any right of set-off, offset, combination or other similar right.

12. The terms and conditions herein shall be governed by and construed in accordance with Our regulations and practices in effect for the time being brought to Your attention by display, advertisement or otherwise.

You irrevocably agree that any legal action, suit or proceeding arising out of or relating to the Terms and Conditions shall be instituted, at Our option, in any competent court in Makati City, Metro Manila, and You submit to and accept, generally and unconditionally, the jurisdiction of any such court. The foregoing, however, shall not limit or be construed to limit Our rights to commence proceedings or to obtain execution of judgment against You in any venue or jurisdiction where Your assets may be found.

13. You acknowledge that WE and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. You agree that WE may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which We or such other member, in Our/its sole and absolute discretion, consider appropriate to take in accordance with all such laws, regulations and requests.

You acknowledge that such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by You or on Your behalf via Our systems or any other member of the HSBC Group, and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

You agree that neither WE nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- a) any delay or failure by Us or any member of the HSBC Group in processing any such payment messages or other obligations in connection in any accounts or the provision of any services to the account holder, caused in whole or in part by any steps which WE or such other member, in Our/its sole and absolute discretion, consider appropriate to take in accordance with all such laws, regulations and requests; or
  - b) the exercise of any of Our rights under this clause: In certain circumstances, the action which WE may take may prevent or cause a delay in the processing of certain information. Therefore, neither WE nor any member of the HSBC Group warrant that any information on Our systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
14. You agree to keep Us indemnified at all times against, and to save Us harmless from, all actions, proceedings, claims, losses, damages, cost and expenses which may be brought against Us or suffered or incurred by Us and which shall have arisen either directly or indirectly out of or in connection with Us performing Our obligation hereunder or accepting instructions, including but not limited to telephone instructions, and acting or failing to act thereon unless due to Our willful default; or with Your breach of any of the terms and conditions herein or any applicable laws and regulations. Such indemnity shall continue notwithstanding the termination of any of Our products or services.
15. WE shall have the right, at our absolute discretion and without need of prior notice to You, to refuse to pay when demanded, or when the same falls due, any of Our indebtedness to You if and to the extent that Your aggregate liabilities at the relevant time are equal to or exceed Our indebtedness to You at that time,

and Our such indebtedness shall remain outstanding on substantially the terms and conditions in effect immediately prior to such exercise, or on such terms as WE may, at Our absolute discretion, consider appropriate in the circumstances.

16. WE reserve the right to destroy any documents relating to Your accounts or Your instructions within one year from the relevant transaction date or after microfilming or electronic data capture, whichever comes first.
17. Instructions by facsimile will be acted upon only on receipt of the original letter or after a blanket Disclaimer/Letter of Indemnity in Our favor has been signed by You and received by Us.
18. All communications sent by mail addressed to the latest address registered with Us shall be deemed to have been duly delivered to You.
19. You warrant that all particulars given to Us are, to the best of Your knowledge, accurate and true, and undertake to immediately to notify Us of any changes thereto in writing.
20. All Bangko Sentral ng Pilipinas rules and regulations on deposit account/s investment placements and foreign exchange purchases shall form part of and be incorporated by reference to this Agreement/these Terms and Conditions.
21. You shall inform Us of any changes in Your address or contact details through mail or written advice. WE shall not be held liable for Your inability to receive any statements, advice, confirmation or any other document relating to Your Accounts, as well as Your inability to transact, resulting from failure to update Your address or contact details with Us.
22. In order for Us to render prompt and accurate service to You, You hereby authorize Us to record (without Us being necessarily obligated to so) any and all telephone conversations with You, whether initiated by Us or by You, including without limitation, Your instructions, statements, complaints, inquiries, as well as Your advice and reminders in relation to Your accounts with Us. WE may use these recordings for any purpose in any proceeding. You further agree to waive any right under the Anti-Wire Tapping Act (Republic Act No. 4200) or any amendments thereto, or any similar law or regulation.
23. Unless You specifically instruct otherwise, WE may, from time to time, inform You of Our promotional offers through mail/ e-mail/ facsimile/ SMS or by telephone. Specially selected products and services of our branches, subsidiaries, affiliates, agents and representatives or third parties selected by any of them and certain companies may also be offered to You through mail/ e-mail/ facsimile/ SMS or by telephone.
24. In case any portion of these Terms and Conditions is declared invalid, illegal or unenforceable under any applicable law by a competent legal authority, such invalidity, illegality or unenforceability shall not affect the other portions, which shall remain to be valid and binding.
25. You agree that WE shall have the right to employ collection agent(s) and third parties, including members of the HSBC Group, to collect any outstanding or overdue amount owed by You in respect of any or all of Your debts, credit accommodations or liabilities owing to Us. For this purpose, You consent to Our transfer of data regarding Your accounts, debts, credit accommodations and/or liabilities to the collection agent or third party, including the relevant HSBC Group member. You further agree to keep Us indemnified for costs and expenses including, without limitation, to legal fees, costs of engaging the collection agent(s) and third parties and other expenses which are of reasonable amount and which are reasonably incurred by Us in demanding, collecting, suing or recovering such outstanding or overdue amount.
26. You likewise agree that WE shall have the right to assign Your obligations under any debt, credit accommodation or liability owing Us, including any securities, to any third party with prior notice to You, except if the assignment is to any member of the HSBC Group where no prior notice is required. If the account is past due notwithstanding the above, You agree that WE shall have the right to assign Your obligations and securities to any third party even without prior notice to You. In relation thereto, You authorize Us to disclose information about Your account and credit standing to third party potential buyers as may be necessary for the proper processing and evaluation of the assignment.

27. Authorization and Indemnity for Telephone, Telex and Facsimile Instructions

You acknowledge that the sending of information or instructions through telephone, mobile phone text messages, telex, facsimile, e-mail or other electronic means is not fully secure and may be intercepted by third parties.

You authorize Us to rely upon and act in accordance with any notice, information, instruction or other communication which may from time to time be, or purport to be, given by You or on Your behalf via telephone, mobile phone text messages, telex, facsimile, e-mail, or other electronic means (the "Instructions"), which WE believe, in good faith, to have been made by You upon Your instructions or for Your benefit. WE shall not be liable for any loss or damage that You may suffer as a result of Our reliance, action, or refusal to act upon the Instructions.

WE shall be entitled to treat the Instructions as fully authorized by and binding upon You, and WE shall be entitled to take such steps in connection with or in reliance upon the Instructions as WE 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 sending of information through mobile phone text messages, telex, facsimile, e-mail, or other electronic means.

In consideration of Us acting on the Instructions, You hereby irrevocably undertake to indemnify Us and to keep Us indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses that may be incurred or sustained by Us of whatever nature and howsoever arising out of or in connection with the Instructions. This authorization and indemnity shall remain in full force and effect until WE receive from You a written notice terminating the same save that such termination will not release You from any liability under this authorization and indemnity in respect of any act performed in accordance with its terms prior to such termination.

28. WE shall not be liable for any failure to perform Our obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil disturbance, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.
29. Each successful banking transaction shall be evidenced for records purposes and may be used by Us as basis in investigating any complaints lodged by You, by a system generated:
- Transaction record for ATM transactions;
  - Transaction Slip for Debit Card transactions;
  - Transaction Reference Number for HSBC Online Banking; and
  - Acknowledgement Number for PTB
30. Upon receipt by Us of a notice or order from a court or other competent authority directing the garnishment, attachment, freezing, sequestration or receivership of Your Accounts, WE shall automatically hold or freeze the Account. WE shall only lift the hold and release the garnished, attached, frozen or sequestered amount to the proper party upon the presentation by the claimant of a certified true copy of the Notice of Lifting of Garnishment or other relevant court order or order of competent authority and valid identification. WE may require the submission of an indemnity or quit claim before lifting the hold. WE shall notify You of Our receipt of the notice or order of a court or other competent authority directing the garnishment, attachment, freezing, sequestration or receivership of Your Accounts and other properties or investments with Us. WE shall not be obliged to notify You of Our receipt of any Notice of Lifting of Garnishment or other court order or order of competent authority directing the lifting of the garnishment freezing, sequestration or receivership of Your Accounts or other properties or investments or the release thereof.

31. Where WE know of or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the Accounts or in connection with the use of any of Our services or any product availability, WE may, in Our absolute discretion and without any liability, decline authorization for any Transaction and in that event, WE will, to the extent possible, inform You as soon as practicable.

## VII. DEPOSIT INSURANCE

Applicable deposit accounts are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum of Five Hundred Thousand Pesos (P500,000.00) per Depositor. The rules of the PDIC, in particular, Regulatory Issuance No. 2009-09-159 (Deposit Insurance Guidelines on Determination of Beneficial Ownership, Including Transfers/Break-up of Deposits) and the Charter of the Philippine Deposit Insurance Corporation, as amended, and such other appropriate regulations issued by PDIC from time to time shall form part of the Terms and Conditions.

*Member of the Philippine Deposit Insurance Corporation. Maximum Deposit Insurance for Each Depositor P500,000.*

### CONFORME:

**I HAVE RECEIVED A COPY OF THESE TERMS AND CONDITIONS, HAVE READ AND UNDERSTOOD THE SAME, AND HEREBY AGREE ON AND CONSENT TO SUCH TERMS AND CONDITIONS.**



**Customer's Signature over Printed Name**

**Date:**

HSBC Philippines is regulated by the Bangko Sentral ng Pilipinas (BSP). For inquiries or complaints, you may contact HSBC at the following numbers:

	<b>HSBC Advance</b>	<b>HSBC Premier</b>
Within Metro Manila	(02)8858-0000	(02)8858-0800
Domestic Toll Free	1-800-888-0000 PLDT	1-800-1-888-4722 PLDT
Overseas	+63(2)7976-8000	+63(2)7976-8080

Alternatively, you may also wish to send an email to [hsbc@hsbc.com.ph](mailto:hsbc@hsbc.com.ph), or visit [hsbc.com.ph/feedback](https://hsbc.com.ph/feedback). You may also contact the BSP at (02) 8708-7087 or [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph). Note: Please make sure that you do not provide your account or credit card number, or disclose any confidential information or banking instructions through e-mail.

Issued by The Hongkong and Shanghai Banking Corporation Limited



## GENERAL TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES OF HSBC

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## GENERAL TERMS AND CONDITIONS

### FOR PRODUCTS AND SERVICES OF HSBC

The following terms and conditions shall govern each account/service/product, which Accountholders/Customers/Clients of The Hongkong and Shanghai Banking Corporation Limited ("HSBC"), open, make use of, or avail/receive the benefits of.

#### I. DEFINITION OF TERMS

For purposes of clarity, the following terms shall be defined as follows:

**"Account(s)"** refers to the savings and current accounts held by individuals and that have been designated by HSBC to be eligible for the valid operation of the ATM/Debit Card.

**"Accountholder"**, **"Customer"**, **"Client"**, **"Cardholder"**, **"You"**, **"Your"** shall be understood to refer to a person or persons who open, make use and/or avail/receive the benefits of any account/service/product offered by HSBC, whether in the sole capacity or as a joint holder, and /or a person to whom an ATM/Debit Card has been issued by HSBC on an Account held with HSBC. The Cardholder should be either the sole Accountholder or in case of joint accounts, the sole signatory or authorized to act alone.

**"Account Packages"**, **"Bundled Accounts"**, shall be understood to refer to all-in-one integrated product packages. Examples are product packages such as HSBC Premier and HSBC Advance.

**"ASA Interest Rate"** means a floating rate set by the Bank at its discretion which will be applied to the ASA.

**"ASA Maximum Limit"** means the maximum amount that can be saved in the ASA, set by the Bank at its discretion.

**"ATM"** refers to automated teller machines.

**"ATM Card"** means, as appropriate, the internationally valid ATM card issued by HSBC to a Cardholder. This card is issued for foreign-currency accounts held with HSBC.

**"AutoSaver"** (ASA) means a savings deposit product that allows Accountholders to set aside a certain fixed amount every month from the Accountholder's other demand deposit accounts for deposit into the ASA.

**"BancNet ATM Network"** shall mean ATMs that honor the ATM/Debit Card and that display the BancNet symbols.

**"Child Savings Account"** (CSV) means the savings account offered by the Bank to minor children or legal dependents of eligible Premier clients, who are at least 7 years of age but no older than 17 years on the date the account is opened. The term "legal dependents" shall refer to persons for whom the Premier client has been declared, by a lawful order of the court, to be the legal guardian.

**"Class"** refers to a classification designated by HSBC and allocated or designated to the Accountholder which allows the Accountholder to enjoy certain Features.

**"Debit Card"** means, as appropriate, the internationally valid debit card issued by HSBC to a Cardholder. This card is issued for Philippine-peso accounts held with HSBC.

**"Debit Card Terms and Conditions"** means the specific terms and conditions pertaining to Debit Card, as the same may be amended from time to time by HSBC, which is found within the General Terms and Conditions.



**“Debts”** means any outstanding obligation of the Accountholder to HSBC arising from such credit facilities that HSBC may provide to the Accountholder.

**“Features”** means the services, rewards, benefits, privileges and the likes that an Accountholder is able to enjoy under or in connection with the Class of his account.

**“Fixed Savings Amount”** means a fixed amount set by the Accountholder, within the minimum and maximum amounts set by the Bank that will be credited to the ASA on a regular basis.

**“General Terms and Conditions”** means these terms and conditions for products and services of HSBC, as the same may be amended from time to time by HSBC.

**“Global View”** refers to a service where the Accountholder is able to link and view on HSBC Online Banking, in any one country in the world, the Accountholder’s HSBC accounts held and accessible through HSBC Online Banking in that country with the Accountholder’s HSBC accounts held and accessible through HSBC Online Banking in any other country.

**“HSBC”, “Bank”, “We, Us, Our”** mean The Hongkong and Shanghai Banking Corporation Limited – Philippine Branch.

**“HSBC Group”** means the companies wholly or partially owned by HSBC, its parent companies, or under common ownership by HSBC.

**“HSBC Member”** refers to a company within the HSBC Group.

**“HSBC Online Banking”** means the personal online banking service provided by the Bank through browser, tablet and mobile.

**“Information”** means financial, market or other information and data provided by the Bank through online means.

**“Information Provider”** means a third party from whom the Bank sources information for the provision of any of the Bank’s products or services.

**“International Transactions”** refers to all Transactions effected outside of the Philippines.

**“Junior Pack”** or **“JP”** means The HSBC Premier Junior Pack which is a starter package for eligible minor children and legal dependents of Premier clients, which gives the child access to certain products and services of the Bank.

**“Merchant Establishments”** shall mean establishments that display Visa and/or Electron symbols wherever located which honor the Debit Card and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by HSBC or Visa International.

**“Minimum Account Balance”** is computed based on average balance of each account for the whole month. This is applicable to Classic Account packages.

**“Mortgage”** shall refer to a home loan from the Bank.

**“Online Site”** refers to any online application site established, operated and/or maintained by or on behalf of the Bank.

**“Password”** means the alphanumeric code for identifying the Accountholder for the purposes of Online Banking.

**“PBN”** means PhoneBanking number.

**“PhoneBanking”** means telephone banking service provided by the Bank.

“**PIN**” refers to the personal identification number.

“**Primary Account**” or “**Settlement Account**” shall mean, in case of multiple Accounts linked to the ATM/Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the ATM/Debit Card are debited.

“**PTB PIN**” means the PhoneBanking PIN.

“**Security Code**” means a one-time password generated by the Security Device in order to access HSBC Online Banking services.

“**Security Device**” means an electronic device used to generate the Security Code.

“**Statement**” means a periodic statement of account/s sent by HSBC to an Accountholder setting out the transactions (including Debit Card transactions) carried out in the Account during the given period and the balance in such Account. It may also include any other information that HSBC may deem fit to include.

“**Tariff**” shall refer to the Easy Guide to Bank Services and Charges.

“**Total Relationship Balance**” (TRB) is calculated based on the average total balances in all deposit accounts, plus the market value of all investments and insurance held, within the bundled account package in the Accountholder’s name in any one calendar month. This also separately refers to the original approved and drawn amount of an Accountholder’s mortgage account.

“**Transaction**” means any permissible instruction given by a Cardholder using the ATM/Debit Card, directly or indirectly, to HSBC to effect permissible actions in relation to the Account (examples of Transactions would be cash withdrawals, payments at points of sale, cash/check deposits etc.)

“**Transfer Date**” means the day in each month set by the Accountholder for the debiting of the Fixed Savings Amount from the Accountholder’s demand deposit account and credited into the Accountholder’s ASA account.

“**Username**” means the Accountholder’s HSBC Online Banking identification code.

“**Visa**” shall mean a mark owned by Visa International.

“**Visa ATM Network**” shall mean ATMs that honor the ATM/Debit Card and that display the Visa or Electron or Plus symbols or any other symbol that is under the property of Visa International.

## II. CLASS OF ACCOUNTS

### A. Definition

When used herein, class of accounts shall be understood to refer to the following:

#### 1. HSBC Premier

- TRB requirement\* of Php4,000,000 or its foreign currency equivalent. A customer with a Mortgage in the amount of at least Php6,000,000 provided that by the 24<sup>th</sup> month from time of account opening he maintains the TRB requirement of Php4,000,000 or its foreign currency equivalent.

#### 2. HSBC Advance

- TRB requirement\* of Php100,000 or its foreign currency equivalent
- A customer with a Mortgage in the amount of at least Php2,000,000

#### 3. Classic Home Loan

- Mortgage in the amount of at least Php700,000 and not exceeding Php1,999,999.99

*\*A minimum TRB of USD100,000 (or its equivalent in local and other eligible foreign currencies) is required to be eligible for Investment products. These products are only available for HSBC Premier.*

### B. Class of Account

1. WE may at any time create different classes of accounts and may designate the Features for each class, which may include enhanced services, preferential terms, preferential interest rates and/or special promotions on other accounts. WE may at any time, designate a particular Class to Your account or may withdraw the same, upon Your request or at HSBC's sole discretion. The designation or withdrawal of the Class at Your request will be made by reference to pre-designated criteria, subject always to Our final decision. These criteria may include, without limitation, the value of assets You deposited and/or investments he made with Us and/or the amount of credit facilities granted to You by Us at any time and are subject to changes based on Our decision. The most updated criteria and other details concerning each Class are available from Us upon request.
2. The Features which may be made available, and the fees and charges which may be imposed, by Us in relation to Your account may vary by reference to the Class and, within the same Class, may vary by reference to whether You continue to satisfy the prevailing criteria for that Class. WE are also entitled to vary the Features within each Class at any time.
3. Whether WE exercise Our discretion to designate, vary or withdraw the Class of Your account, We will notify You of the same using such means as WE shall deem reasonable. All the Features that You enjoy will automatically be granted, terminated or otherwise adjusted unless WE shall at Our sole discretion decide otherwise and WE are not obliged to provide any further notice in connection therewith.
4. Following a variation of the Class of Your account, the applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any Features terminated as a result of the variation shall continue to bind You until all obligations and liabilities you owe Us with respect to such Features have been fully repaid and satisfied. All applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any new or additional Features that You enjoy as a result of the variation shall immediately become binding on You.
5. WE cannot be held liable or responsible for any loss incurred by, or for any inconvenience to, You as a result of the designation, variation or withdrawal of the Class of Your account or Features in connection therewith.
6. Any card or identification issued by Us to You to reflect the Class to which Your account is designated (if applicable) is to facilitate identification of Your Class only. Our records shall be conclusive as to the Class allocated to You at any time except for manifest error.

7. The withdrawal of a Class shall not in itself affect the use or operation of Your accounts unless WE shall specify otherwise.

### III. CLASS OF ACCOUNTS

#### A. Account Opening

1. Accounts may be opened by and maintained at Our sole discretion upon Your compliance with all account opening/maintenance requirements as may be imposed by US from time to time such as, but not limited to, duly completed and executed account opening forms, supporting documents and delivery of the initial deposit amount. Unless otherwise allowed under existing laws and regulations, Your accounts shall be maintained in Your true and full name.
2. WE, at Our sole discretion, may open accounts for You upon receipt of Your instructions by PTB or through HSBC Online Banking provided that:
  - a. You are an existing accountholder,
  - b. WE are satisfied that You are an accountholder by virtue of You accessing PTB through key log-in of the PTB PIN or through accessing HSBC Online Banking through key log-in of Your Username, Password and Security Code, and/or such other proofs of identification that may be required from You, and
  - c. You agree to execute the account opening forms and submit such other documents as may be required by Us within the period specified by Us or when so warranted by the circumstances. Should You fail to execute and submit such forms and documents as may be required by Us, WE may close such accounts.
  - d. You agree that a written notice of the implementation of Your telephone instructions and/or opening of accounts on Your behalf shall be delivered to Your address of record and You shall be deemed to have agreed to and accepted the correctness and validity thereof should You fail to notify Us in writing of any discrepancy within the period indicated in the notice or, in default thereof, within ten (10) days from delivery of such notice.
3. For non-residents. If You are now or at any time subsequent to the opening of Your Philippine currency account a non-resident of the Philippines, You affirm and acknowledge that Your Philippine currency account can only be funded by Philippine currency proceeds from the following sources and supported by the documents as provided for by requirements on non-resident owned accounts as introduced by BSP Circulars 794 and 815.

Minimum Documentation Requirements for Peso Deposit Accounts of Non-residents	
Source of Funds	Documents
1. Inward remittance of convertible foreign exchange <sup>1</sup>	<ul style="list-style-type: none"> <li>• Certificate of inward remittance (CIR) of foreign exchange and conversion to pesos using the prescribed form under Appendix 1 of BSP Circular 794</li> </ul>
2. Peso income of non-residents from, or peso sales proceeds of, properties in the Philippines	<ul style="list-style-type: none"> <li>• Photocopy of contract/agreement or equivalent documents showing the source of pesos</li> </ul>
Minimum Documentation Requirements for Peso Deposit Accounts of Non-residents ( <i>continuation</i> )	
3. Peso income of non-residents from, or peso sales proceeds of, properties in the Philippines falling under Sections 34 and 35 of the BSP Foreign Exchange Manual	<ul style="list-style-type: none"> <li>• Photocopy of contract/agreement or equivalent documents showing the source of pesos</li> <li>• Photocopy of Bangko Sentral Registration Document</li> </ul>

4. Onshore peso receipts of non-residents from residents for services rendered by the former to the latter	<ul style="list-style-type: none"> <li>• Photocopy of contract/agreement or equivalent documents showing the source of pesos</li> </ul>
5. Peso receipts of expatriates working in the Philippines for less than one (1) year representing salary/allowance/ other benefits	<p>Any of the following:</p> <ul style="list-style-type: none"> <li>• Employment contract showing that a non-resident is an expatriate working in the Philippines for less than one (1) year</li> <li>• Certification of employer showing amount of compensation paid to the foreign national during the validity of the contract</li> <li>• Equivalent documents showing the source of pesos (e.g., pay slip) and expatriate status (e.g., DOLE-issued work permit)</li> </ul>
6. Peso funds of: (i) foreign students enrolled for at least one semester in the Philippines; and (ii) non-resident Filipinos	<ul style="list-style-type: none"> <li>• Passport and School ID (for students)</li> <li>• CIR of foreign exchange and conversion to pesos using the prescribed form under Appendix 10.1 of Circular 794 or if foreign exchange is hand-carried, proof of conversion to pesos through AABs or AAB-forex corps or if with peso income, photocopy of contract/agreement or equivalent documents showing the source of pesos</li> </ul>

<sup>1</sup>Peso deposits funded by item 1 must have been used onshore to fund foreign direct investment/s and/or investments in eligible portfolio instruments, which are registered with BSP or custodian bank, subject to the provisions of Chapter II (Foreign Investments) hereof and related applicable appendices/annexes, to allow full conversion to foreign exchange; otherwise, prior BSP approval shall be required.

Further, You agree that each time you make or cause a deposit to be made, transfer or remit funds into Your account, You are deemed to make the above representations.

You affirm and acknowledge that WE may refuse to accept any deposit, transfer, or remittance of funds into Your account as a result of Your failure to present the above described documents. You agree not to hold Us liable for any loss, damage, and/or expense which You may incur as a result of Our refusal to accept the funds.

You further authorize Us to inform the Commission of Internal Revenue or equivalent officer of the government that as a non-resident, you are exempt from tax on interest income from foreign currency deposits.

You authorize Us to inform the Bureau of Internal Revenue (BIR, the Philippines' tax authority) that you are a non-resident of the Philippines and to disclose or submit such information as may be necessary to establish such non-resident status. Upon establishment of Your non-resident status and the submission to the BIR by Us of Your account name, account numbers and related details to which such non-resident status attaches, its foreign currency deposits maintained with Us should be exempted from Philippine withholding taxes.

You undertake to provide or submit such documents or information as maybe required by the BIR or Us to support Your non-resident status and that this permission is executed as a pre-requisite to the entitlement of the undersigned to the withholding tax exemption privilege under existing tax rules

## **B. Acceptance of Deposits / Investments**

WE may accept Your deposits/ investments in cleared cash.

Cash deposits shall be subject to detailed count and verification. WE shall have the right to automatically debit from Your account or collect from You amounts corresponding to shortages or discrepancies due to counterfeit

or out-of-circulation cash items, errors in counting or calculations and/or errors in denominations that are detected after Our receipt of the cash items, notwithstanding any machine validated or manually signed receipt.

In the case of check deposits/investments, WE will act as Your collecting agent in receiving Your checks and other items/documents for collection, and withdrawals may not be made against such deposits, or drawings against such investments, as the case may be, until actual payment/credit has been received by Us. WE will credit after the clearing of the check the relevant account with an amount equal to the amount stated in the check provided that the named payee of the check matches Your name. All charges shall be for your account, including, but not limited to, (a) collection charges that may be imposed by the correspondent and/or drawee bank and the relevant clearing house, and those incurred outside the Philippines, and (b) the amount of any returned checks and /or other unpaid items/documents and any appropriate charges; and WE may debit Your account, without need of prior notice, for such charges.

Second-endorsed checks are not allowed. In exceptional circumstances where WE agree to accept a second-endorsed check, You agree to keep Us free and harmless from and indemnify Us for, any claim, charge, suit, loss or damage for such acceptance.

The checks received by Us for deposit to Your account must be payable to You and not to cash or bearer.

WE have the right, without prior notice to You, to automatically debit Your account for any amounts which have been credited to Your - account in the event of over-crediting, fraud, mistake, discrepancy, or such other similar reasons upon Our discretion.

At Our option, We may forward returned checks to You at Your address of record.

Deposits/investments may be made through Our ATMs, Easy Pay Machines, or similar types of machines. For our mutual protection, the opening of the envelope will be made by two (2) of Our representatives or, if this is not possible, the opening will be recorded by Our security camera. Contents of the envelope will be subject to verification. Should there be a discrepancy between the amount indicated in the envelope and the amount contained in the envelope as confirmed by Our representative/s the amount confirmed by Our representative/s will be credited to Your account. WE shall notify You of any discrepancy at the soonest possible opportunity.

Any person depositing for and on Your behalf shall be considered by Us as duly authorized by You to make the deposit, including check deposits.

### **C. Interest on Accounts**

1. Your account shall earn interest on a per annum basis at the rate fixed by Us from time to time.
2. Interest on Your regular savings and/or current account/s will be calculated based on such account's average daily balance and the prevailing Bank-determined interest rate applicable thereto.
3. Interest on Your time deposits, and/or investment placements will be based on the interest rate specifically agreed upon between You and Us or in the absence thereof, Our prevailing interest rate for similar placements.
4. For check deposits, interest on interest-bearing deposit accounts/investments will commence to accrue only after the check deposit has cleared and the funds have actually been received by Us.
5. WE reserve the right not to pay interest on accounts: a) that are below TRB or Minimum Account Balance; b) which have remained dormant or inactive for 2 years; or c) were closed prior to interest posting. A dormant account which is reactivated shall earn interest starting from the date of reactivation. All returned checks shall be excluded from interest computation from the date of deposit to date of return.

#### **D. Total Relationship Balance (TRB)**

You shall maintain account balances at the agreed/required TRB or Minimum Account Balance applicable to the class or account package; otherwise a monthly charge known as Below Balance Fee or Relationship Fee shall be debited against any of Your deposits, investments and/or accounts with Us. Any account which has been continuously below the required TRB or with zero balance, regardless of status, may be automatically downgraded to a lower class and removed of benefits accorded to the higher class, or closed by Us without need of giving You prior notice. You shall ensure that you are always aware of the details of the required TRB or Minimum Account Balance applicable to You, which details are available upon request or published/posted within Our premises or in Our website.

#### **E. Dormant Accounts**

Keep your account active by making deposits or withdrawals. Pursuant to BSP Circular 928, an account becomes dormant when there is no deposit or withdrawal for a period of 1 year for current/checking accounts and 2 years for savings accounts. Accounts which stay dormant for 5 years will be charged a monthly dormancy fee of Php30. If account dormancy reaches ten (10) years and has remaining balances, it will be included in the list of accounts that would be submitted to the Bureau of Treasury of the Philippines for escheatment in accordance with the Unclaimed Balances Act. You may reach us to provide further guidance on how you may reactivate your dormant account with us.

#### **F. Signature Cards**

You agree to complete and submit signature cards containing Your specimen signatures or those of Your authorized signatory/ies in such number and in such frequency as may be required by Us and/or applicable laws and regulations

#### **G. Account Withdrawals**

Withdrawals/funds transfers from Your account/s shall be subject to the following terms:

##### **1. Savings and Current Account:**

Withdrawals/funds transfers may be made by You personally or by a person authorized by You at any Bank branch during banking hours, or through any ATM, HSBC Online Banking or PTB facilities through which withdrawals or fund transfers from Your account/s are permitted by Us. Any withdrawal made by a person submitting a withdrawal slip purporting to be signed by You or Your duly authorized signatory/representative, or made through an ATM by the use of Your ATM/Debit Card or HSBC credit card or fund transfers made through HSBC Online Banking or PTB, shall have the same effect as if made by You personally, and will absolve Us from any liability to You or to any other party. We may charge service fees for cash withdrawals.

##### **2. Time Deposits / Investment Placements:**

Withdrawal/roll-over/reinvestment of time deposits and/or investment placements may only be affected or allowed upon specific instructions from You, the relevant document evidencing such investment placement or such other document issued therefore, subject to Our consent and to such applicable penalties which WE may impose, including but not limited to handling fees, documentary stamp tax recovery and break-finding costs, where applicable.

##### **3. Foreign Currency Accounts:**

Withdrawals in foreign currency notes are subject to availability of such notes. Fractions of foreign currencies may, at Our discretion, be paid in the local currency. Conversion from one currency to another will be based on Our prevailing buying and selling rates at the time of debiting/crediting the relevant account/s. Service fees may be charged for foreign currency cash withdrawals. WE shall have the right to pay Your withdrawal

in a different currency in the event of unavailability of the currency requested. Foreign currency deposits are withdrawable via ATM, although the same will be dispensed in Philippine Pesos.

#### **H. Issuance and Maintenance of Checkbooks**

1. WE shall issue checkbooks only in respect of a Philippine peso current account and only checks procured from Us may be honored by Us - unless otherwise specifically agreed upon.
2. You shall maintain Your checkbooks in a secure and safe place accessible only to You and to Your authorized signatories/representatives, and You shall ensure that only You or Your duly authorized signatory/representative is the only person who draws or issues the same. You likewise acknowledges the need to exercise due care when drawing checks and agree not to release/deliver incompletely drawn checks or to draw checks by any means which may enable the check to be altered in a manner which is not readily detectable. You further acknowledge that WE will not be liable for losses arising from check alterations or unauthorized insertions therein.
3. When drawing checks, You are bound by the conditions to which checkbooks are issued as printed on the back cover of the checkbook and/or such other printed materials issued/published by Us from time to time and (i) draw checks in Philippine pesos only, (ii) clearly state the amount in words and figures in the spaces provided on the checks, (iii) write words and figures close to the left-hand margin so that other words and figures cannot be inserted, and add the word "only" after the amount stated in words, and (iv) countersign alterations to the check with Your full signature, without which WE reserve the right to return the checks that have been altered. You agree to keep Us free and harmless for any non-compliance with this provision.
4. Return of checks drawn against insufficient funds (DAIF), drawn against uncollected deposits (DAUD), or with technical defects shall be governed by the rules and regulations of the Philippine Clearing House Corporation and the Bangko Sentral ng Pilipinas. WE reserve the right to dishonor and return checks, at Our discretion, without prior notification at any time and You agree that WE shall have no liabilities arising from said dishonor and return.
5. The Bank reserves the right to return or not to return Your issued and drawn checks. Further, WE have the right to destroy such check/s. You may request for a copy of the said check/s within such period as WE may designate and for such request WE may impose such fee as indicated in the Tariff.
6. Lost/stolen checks shall be reported immediately to Us by telephone and confirmed in writing within twenty-four (24) hours from such telephone report. You agree that a check paid/ accepted/ certified for payment before receipt of Your written notice shall be for Your account.
7. You may request a stop payment on any of Your checks by calling Your branch of account or PTB, which You must confirm in writing within twenty-four (24) hours from his request. At Our discretion, We may disregard Your telephone instructions should we not receive your written confirmation within 24 hours from receipt of such telephone instructions. You will not hold Us responsible nor liable for any payment made prior to, or made due to Your failure to confirm the request in writing. Moreover, You agree that should any checks under a stop payment order be paid through inadvertence or oversight, WE shall not be liable in any way.

#### **I. Telegraphic Transfers**

1. WE are at liberty to send the telegraphic transfer either literally or in cipher and WE accept no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received.
2. In the absence of specific instructions to the contrary, the telegraphic transfer will be effected in the currency of the country in which payment is to be made.



3. All charges incurred outside the Philippines are for the account of the beneficiary unless specified. If the beneficiary needs to receive the full amount without any deduction of charges, You shall insert "IN FULL" after the amount of remittance indicated in words in which case the charges will be for Your account.
4. WE reserve the right to draw the telegraphic transfer on a different place from that specified by You if operational circumstances so require.
5. WE reserve the right to divulge any information on the remitter if necessary for the payment to be effected by the other bank.
6. Where WE are unable to provide a firm exchange rate quotation WE shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional exchange rate and the actual rate shall be debited/credited (as the case may be) to Your account.
7. Applications received after Our cut-off times may not be processed on the same day. You shall ensure that you are always aware of Our cut-off times.
8. If a remittance is to be processed on a particular date, You must indicate such processing date in Your written instructions. Otherwise, the remittance shall be processed on the day of the application if within the cut-off time.
9. Applications for same day value are subject to cut-off times related to the geographical location of the destination.
10. WE are not responsible for advising You of (i) any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restrictions; and (ii) any charges which may be imposed by the overseas bank. You are strongly advised to make Your own inquiries and WE shall not be liable if such information is not provided.
11. WE or any member of the HSBC Group shall be not at fault and shall not be liable for any delay or failure by Us or any such other member in processing any such payment messages or other obligations in connection in any accounts or the provision of any services to You, caused in whole or in part by any steps which WE or such other member, in Our/its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests or the exercise of any of Our rights under this clause. Further, in certain circumstances, the action which WE may take may prevent or cause a delay in the processing of certain information. Therefore, neither WE nor any member of the HSBC Group warrant/s that any information on Our systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
12. Where payment is to be made in favor of a beneficiary not maintaining an account with the HSBC Group, We or Our agent/s reserve/s the right to make payments by means other than telegraphic transfer in accordance with the customary or accepted banking practice in the country in which the payment is to be made. WE are not responsible to advise You of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond Our or Our agent's control. Where any alternative means of remittance other than telegraphic transfer is not acceptable, You should inform Us.
13. WE reserve the right not to process the application for telegraphic transfer if WE are of the opinion that the information given is incomplete or is not sufficiently clear. WE cannot be held liable for any delay in processing Your application for telegraphic transfer or for Our decision in not processing the same where any information given is, in Our opinion, incomplete or is not sufficiently clear.
14. You shall be liable for all taxes, fees and charges due on Your telegraphic transfer based on the Tariff.
15. You agree to comply with any tax and/or regulatory requirements that may apply or relate to Your telegraphic transfer.

**J. Closure of Accounts**

WE retain the right to close, at Our sole discretion, any or all of Your accounts for any reason whatsoever at any time and without any obligation to disclose the reasons for such closure, and to pay You the proceeds of Your closed accounts via cashier's order/s or demand draft, whichever is applicable, net of all applicable charges, fees and/or taxes and/or such amounts which will answer for Your outstanding contingent liabilities under any of the services or products availed of by You. You agree that WE shall give notification in writing of such fact at the time of, or immediately after, the closure of the account/s. You further agree that WE and Our officers and staff are free from any liabilities, claims and demands in connection with the closing of the account/s and/or the subsequent dishonor of any check, which may be presented to Us after the closure of the account/s.

**K. Automatic Transfer of Accounts**

You agree and authorize Us, at Our sole discretion but without any obligation, to transfer sums from between Your account/s in the same or different currency, to ensure that the balances in Your account/s are maintained at a level specified by Us from time to time or to sufficiently cover or honor any check drawn, or any debit, against the account/s. Only collected, cleared and unencumbered funds credited to Your account/s shall be available for transfer to Your other account/s. You agree that WE shall not be held responsible or liable for any losses or damages that may result from the exercise of Our discretion not to affect the transfer.

**L. Diminution of Account Balance / Value**

WE shall have no obligation or liability to You for any reduction due to taxes, or depreciation in value, of funds credited to or maintained in Your account/s.

**M. Confirmation / Periodic Statements of Account**

WE will send to You written confirmations of transactions, advices executed upon Your instructions and/or Statements of Account and/or other documents relating to Your accounts, electronic or otherwise at Our discretion, showing the transactions and balances in relation to Your account/s and such other banking services as may be specified by Us from time to time.

WE shall send the Statements of Account via Philpost or Our designated courier to the latest address registered, which shall be conclusively deemed as received by You five (5) banking days after statement generation date (every 30th of the month). You shall be responsible for advising Us immediately of any change in Your address of record or of non-receipt of the Statement of Account. WE shall not be responsible nor liable for Your failure to receive the Statement of Account, advice, confirmation or any other document relating to Your Account, as well as Your inability to transact, due to Your failure to notify Us thereof or to timely update Your address. Where Your delivery instructions are "Hold Mail", the Statement of Account shall be delivered to Your branch of account, which shall be conclusively deemed as received by You five (5) banking days after statement generation date (every 30th of the month). You agree to examine each written confirmation and statement of account and notify Us by delivering within ten (10) days from delivery, in the case of the written confirmation, or sixty (60) days from mailing or posting, in the case of the periodic statement of account, a written notice of alleged errors or omissions therein. You acknowledge and agree that failure to give Us any such written notice of errors or omissions within the periods aforementioned; You waive any right to raise any objection to, or to contest, and shall be deemed to have agreed to, the correctness and validity of said written confirmation or statement of account. For written confirmations/ statements of account sent electronically, the same shall be considered as received by You as soon as the same is posted and becomes available for viewing.

## **N. Joint Accounts**

1. Each person who is a signatory for a joint account may be treated by Us as an Accountholder of such joint account.
2. Each of You represents that You are of legal age, and has the capacity to enter into legally binding contracts.
3. Any balance credited to Your joint account/s presently or in the future, is and will be owned by You as joint accountholders. Each of You confirms that You hold equal shares to the funds placed in the account.
4. WE will not provide joint accounts that require at least two signatories to transact using ATM, PTB, and HSBC Online Banking PIB facilities.
5. Absence of any instructions to the contrary, You authorize Us to:
  - a. honor, at Our sole discretion, any withdrawals, fund transfers or disbursements effected by any one of them through Our PTB facilities and/or ATMs, HSBC Online Banking , and all checks, telephone instructions, other instruments and transactions signed and effected by any one of You without restriction;
  - b. open or continue (as the case may be) any account or accounts in Your names and/or close any account opened or continued or subsequently opened as any of You may direct;
  - c. place to the credit of any account in Your joint names all amounts, including dividends, interest and capital sums arising from securities or proceeds of checks or bills received or collected by Us for the credit of any of You;
  - d. honor and comply with all checks and other orders drawn and all bills accepted on Your behalf, whether Your current account be in credit, to comply with all the directions given for or in connection with any account or accounts of any kind whatsoever on their behalf and to accept and act upon all receipts for monies deposited with or owing by Us on any account or accounts in their names; provided that such checks, orders, bills, directions or receipts are signed by any one of You;
  - e. make, at the request of any one of You, any advance by way of loan or discount or in any manner howsoever with or without security;
  - f. set-off against Your joint account/s the amount of any outstanding obligations with Us, including any and all fees, charges, taxes and/or any amount which may be due and owing, for which any one of You may become liable, whether solely or jointly; and
  - g. deliver, upon the instructions of either of You any securities, deeds, boxes, and parcels and their contents, and property of any description held in your joint names;
6. On the death of any one of You, any one of the surviving accountholders shall immediately notify Us in writing of such fact. Any credit balance on any account or accounts in Your joint names, and any securities, deeds, boxes and parcels and their contents, and property of any description held in your joint names shall belong to and shall be held by Us to the order of the surviving accountholder/s, without prejudice to any rights which WE might have in respect thereof arising out of any lien, mortgage, charge, pledge, set-off, counter-claim, or otherwise whatsoever and also, subject to compliance with the law, including payment of taxes;
7. Delivery of notice to any one of You shall be deemed sufficient notice to all of You; and
8. If WE, prior to acting on instructions received from any of You, receive contradictory instructions from another joint Accountholder, WE may thereafter act only on the instructions of all of You and shall not be held responsible nor liable for any losses or damages that may result from Our failure/ refusal to act on any of the contradictory instructions;

Whenever one of the Accountholders withdraws/effects funds transfers/draws against the account/s, the Accountholders are doing so on the basis of their continuing declaration and representation, under pain or perjury, that all their co-depositors are still living as of the date the Accountholders effect the withdrawal/fund transfer/drawing against the account/s, and that WE may, at Our discretion rely on such continuing declaration and representation and the Accountholders agree to keep Us free and harmless for Our reliance on such continuing declaration and representation.

## **O. Credit Accommodations**

WE, at Our sole discretion, may from time to time, decide to carry out Your instructions, notwithstanding inadequacy of the funds in Your account/s and/or grant You a credit accommodation by purchasing checks payable to You, by advancing the amount required, without need of seeking prior approval from, or notice to, You, and You agree that You shall be responsible for, and pay, the resulting advance or credit thereby created and for all related charges.

## **IV. PRODUCTS AND SERVICES**

### **A. Definition**

When used herein, the products and services shall be understood to consist of any of the following, namely:

1. Savings, current and time deposit accounts, and investment placements in Philippine pesos and other foreign currencies maintained from time to time with Us;
2. Loan products and credit facilities which may be offered by Us from time to time;
3. The Debit Card or the ATM Card or any other card/document which WE may issue in connection with the product or service;
4. HSBC Credit Cards.
5. PhoneBanking Services;
6. HSBC Online Banking Services;
7. HSBC Global View;
8. HSBC Global Transfer;
9. HSBC Premier Junior Pack;
10. HSBC Premier International
11. Emergency Services
12. Safety Deposit Box Services
13. Any other facility, product and service which WE may offer from time to time as part of Our products and services.

### **B. ATM Cards**

1. Issuance of ATM Cards – You may be issued, at Our sole discretion an ATM Card/s which You may use to access Your account/s through Our ATMs or Our affiliated ATMs and effect such permitted transactions in relation therewith. You agree to keep the ATM Card/s in a secure and safe place, to take all reasonable care and precaution to prevent loss and/or theft of the ATM Card and to sign the ATM Card/s immediately upon Your receipt thereof. You further agree that Your ATM Card will automatically expire if not used for one (1) year and that You will be charged the prevailing tariff to obtain a replacement card.
2. Ownership of ATM Cards – The ATM Card/s shall at all times remain Our property and You agree to immediately surrender the ATM Card/s to Us upon request. You acknowledge that WE may withdraw/suspend the ATM Card/s or services offered in connection therewith without need of prior notice, and shall have no obligation to inform You of the reason for the withdrawal/suspension.
3. Non-Transferability – The ATM Cards are issued to You for Your exclusive use and are non-transferable and cannot be lent for the temporary use of any other person, nor can the same be pledged or charged as security in any manner whatsoever.
4. Joint Account Cards – If any account is in the name of more than one person, and any one of such persons may transact on the account, WE may issue ATM Cards to some or all of You. In such cases, WE may

implement transfer/debit/withdrawal instructions that are received from any one of You using any of the ATM Card/s issued.

5. Credit/ Debit of the Account – Your relevant account will be debited/credited with the amount of any withdrawal, transfer, and/or other transaction effected by the use of any of the ATM Cards, including charges that may be imposed by affiliate ATM networks. You agree and undertake to maintain sufficient funds in Your account/s to meet any such transactions.
6. Report of Loss/Theft of ATM Cards – You agree and undertake to immediately report to Us by telephone, and to confirm in writing within twenty-four (24) hours following such report, the loss or theft of any ATM Card issued to You. Any losses due to withdrawal/debit/transfer of funds using any lost/stolen ATM Card made prior to Our receipt of Your written confirmation shall be for Your account. You acknowledge that WE have no obligation to issue replacement cards to You following the loss or theft of the ATM Card/s originally issued to You.
7. Personal Identification Number – You shall be issued a PIN which shall be assigned to You by Us, and known only to You as pertaining to Your relevant account, to enable You to initially access Your account and effect permitted transactions/instructions through Us or Our affiliated ATMs. You may replace Our assigned PIN with a PIN of Your own choice. You are required to keep the PIN (whether Bank-assigned or the replacement PIN of Your choice) confidential at all times and You shall not divulge the same to any other person. Your non-compliance with this provision shall relieve Us of any accountability for any loss arising from the use of Your PIN to effect any transaction relating to Your account/s. Any transaction effected using Your PIN shall be conclusively presumed to have been authorized by You.
8. International ATM Access – WE have arranged with Our correspondent banks outside of the Philippines the facility of effecting withdrawals abroad from Your account/s in the Philippines. Any withdrawal or debit executed outside the Philippines using an ATM Card against Your account in the Philippines constitutes a disbursement from said account and a remittance to the country where the withdrawal is effected, and shall, therefore, be subject to the laws and regulations of both the Philippines and that country. You confirm that by making any such withdrawal or debit, You have complied with the applicable laws and regulations in both jurisdictions. Cash withdrawals made outside the Philippines using ATM cards shall be in the currency utilized by the institution which owns the ATM from where the withdrawal is made and up to the maximum amount for cash withdrawals permitted by the institution. Cash withdrawals are also subject to any exchange controls, regulations or limitations in effect in the country where the ATM is situated and will be converted at the exchange rate prevailing at the time of the transaction.

You understand and agree that WE do not have any control over the participants of the ATM or other networks through which You may access Your account/s, or the ATMs themselves, or the procedures or controls such ATM or other network participants adopt in regard to data/information processing including the electronic transmission or receipt of data or the accuracy of such data/information.

Hence, WE shall not be liable for any loss or damage of whatever kind or nature incurred by You as a result of or in connection with the processing of Your transactions through network participants and processors or through third party banks and ATM networks worldwide, including those arising from the collection, storage and communication of data relating to Your Accounts or the electronic transmission or receipt of data or information relating to Your ATM Card transactions or Accounts, such as, without limitation;

- i. in instances where You are unable to use the ATM Card or avail of any service due to disruption or failure of the ATMs or other networks or communications facilities linking the same,
- ii. unauthorized or fraudulent access or utilization of Your ATM Card or any service including, but not limited to, the improper designation of the Account from which Your transaction shall be debited or credited, or
- iii. any rejection, disruption, failure or delay relating to the use of Your ATM Card or availment of any service where such rejection, disruption, failure or delay is due to circumstances beyond Our reasonable control .

You agree that the use of Your ATM Card in ATMs outside the Philippines, the processing of Your ATM Card transactions shall be subject to the collection, storage and communications of all data (such as Account balance) relating to Your Accounts. The processing of Your transactions may be performed, in whole or in part, electronically.

Accordingly, apart from Us, there may be other entities which shall have access to, and may have to collect, store or communicate, data relating to Your Accounts in the processing of Your ATM Card transactions.

Whenever You use the ATM Card in ATMs outside the Philippines, You consent to:

1. the collection, storage, communication and processing of all pertinent data, such as Your Account balance, by any means necessary to maintain appropriate transactions and Account records;
2. the release and transmission of all these necessary data to participants and processors in the network;
3. the retention of these data by the network; and
4. the compliance of the network with all applicable laws and regulations governing disclosure of information to which they are subject.

### **C. Debit Cards**

The Terms and Conditions for use of the Debit Card issued on demand deposit accounts held by individuals are as specified in this document and as amended by Us from time to time. You shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Account Opening Form, or acknowledging receipt of the Debit Card in writing, or by signing on the reverse of the Debit Card, or performing a transaction with the Debit Card or after ten (10) days have elapsed since the Debit Card was dispatched to the address on record. You will also continue to remain bound by the Terms and Conditions of operation of Your Current/Savings accounts with Us.

In addition to these terms and conditions, the usage of the Debit Card shall also be subject to Visa guidelines.

The issue and use of the Debit Card shall be subject to extant laws, rules and regulations, Visa guidelines and General Terms and Conditions, as may be in force from time to time. All authorizations and powers conferred on US are irrevocable. The Terms and Conditions will be construed in accordance with and governed by the laws of the Philippines.

#### **1. Issue of Debit Card**

The issue and use of the Debit Card shall be subject to the Debit Card Terms and Conditions and the General Terms and Conditions, in force from time to time. In the event of an inconsistency, the Debit Card Terms and Conditions shall prevail.

The Debit Card and the related PIN will be issued in Your name, and you will be responsible to keep the said Debit Card under Your custody.

The Cardholder or in case of joint Accounts, all accountholders, jointly and severally, shall be responsible for all Transactions effected by the use of the Debit Card, whether or not the Transactions were/are authorized by the Cardholder, and shall indemnify Us for the loss or damage caused by any unauthorized use of the Debit Card or related PIN, the safety of the PIN and the Transaction/s effected using the Debit Card.

The Account shall be debited with the amount of any withdrawal, transfer and/or any other Transactions effected by the use of the Debit Card. You shall maintain sufficient funds in the Account in advance to meet any Transactions. You shall not be entitled to overdraw the Account.

As a security feature, the Debit Card shall be activated for use by You through Our ATM.

## **2. Cardholder Obligations and Card Validity**

You must sign the Debit Card immediately upon receipt. You must not permit any other person to sign or use it and should safeguard the Debit Card from misuse by retaining the Debit Card under Your personal control at all times.

The PIN issued to You for use with the Debit Card or any numbers chosen by You as a PIN, are for Your use and are non-transferable and strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise.

The Debit Card is valid up to the last day of the month/year indicated. You undertake to destroy the Debit Card when it expires by cutting it into several pieces through the magnetic stripe. WE reserve the sole right of renewing the Debit Card on expiry.

If You, by using your Debit Card, draws an amount in excess of the balance available permitted by Us, You will pay Us promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by Us. However this should not be construed as an agreement, either expressed or implied that We are bound to grant any overdraft facility whatsoever.

## **3. ATM Usage**

The Debit Card is accepted at the HSBC Group ATMs and ATMs of other financial institutions, which are members of BancNet ATM and Visa ATM networks or such other ATM networks that may be designated by Us from time to time.

WE may, at Our discretion, withdraw temporarily or terminate the ATM funds transfer facility and all funds transfer facilities for all types of Transactions. WE also reserve the right to change the maximum per day limit for funds transfer through the ATM.

Cash withdrawals performed by You at HSBC Group/Visa ATMs in countries other than the Philippines and cash withdrawals at Visa/BancNet ATMs in the Philippines will be subject to a fee and will be debited from the Account withdrawn from at the time of posting the cash withdrawals.

Cash and/or checks deposited in any ATM by the use of the Debit Card will only be credited to the Account after Our verification, which shall be conclusive and binding for all purposes. The ATM Accountholder Advice issued by the ATM at the time of deposit only represents what You purports to have deposited and will not be binding on Us. Checks will be accepted for collection only and proceeds will not be available until these checks are cleared. Similarly, for all cash withdrawals at Our ATM, any statement issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by Us. Any such verification shall likewise be final and conclusive and this verified amount will be binding on You.

The availability of ATM service in a country other than that in which the Debit Card was issued is governed by the local regulations in force in such other country. WE shall not be liable if these services are withdrawn without notice thereof.

Should the Debit Card be captured in any ATM for reasons not limited to wrong PIN and expired card, the Debit Card will be automatically retrieved and destroyed by the financial institution that captured the card. You must call Us to request for a replacement card, which shall be subject to the prevailing Tariff.

## **4. Merchant Establishment Usage**

The Debit Card is for electronic use only and will be accepted only at Merchant Establishments which have an electronic point of sale swipe terminal. Any usage of the Debit Card for purchases at Merchant Establishments

other than through an electronic point of sale swipe terminal will be deemed unauthorized and You shall be responsible for such transactions.

Whenever the Debit Card is used to make payments at Merchant Establishments, You must sign the sales slip or key in the PIN (as required by individual Merchant Establishments) and retain Your copy of the sales slip. Additional copies of the sales slip may be furnished by US at an additional charge subject to the prevailing Tariff. A sales slip with Your signature together with the Debit Card number noted thereon shall be conclusive evidence between Us and You as to the extent of liability incurred by You. WE shall not be required to ensure that You have received/availed of the goods/service to Your satisfaction. Any sales slip not personally signed by You but which can be proven as being authorized by You will also be Your liability.

The Debit Card is accepted at all electronic Merchant Establishments in the Philippines and overseas which display the Visa logo. We do not accept any responsibility for any dealings the Merchant Establishment may have with You, including but not limited to the supply of goods and services.

WE make no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to You. WE will not be responsible if the goods or services are in any way deficient or otherwise unsatisfactory. Should You have any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve You from any obligations to Us.

You will be liable for all costs associated with the failure to comply with Your obligations in respect of the Debit Card, including without limitation costs for collection services, should it become necessary to refer the matter to any agent, or legal expenses, where legal resources have been utilized in resolution of a dispute.

WE accept no responsibility for refusal of any Merchant Establishment to honor the Debit card.

WE accept no responsibility for any surcharge levied with the Transaction amount by any Merchant Establishment and debited from the Account.

A purchase and a subsequent credit for cancellation of the purchase of goods/services like air/rail tickets are two separate Transactions. The refund will only be credited to the Account (less cancellation charges) as and when it is received from the Merchant Establishment. If the credit is not posted to the Account within thirty (30) days from the day of refund, You should notify Us, along with a copy of the credit note from the Merchant Establishment.

In case of Debit Cards linked to multiple Accounts for purposes of ATM Transactions, Transactions at Merchant Establishments will be effected by debit from the Primary Account only. In case this Account has insufficient funds to honor such Transactions, WE will not honor the Transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.

In case of a disputed transaction due to a counterfeit **card\***, a temporary refund upon review of dispute and submission of documents, may be credited to the Account linked to the Debit Card. In the event that the accountholder is found liable, you agree to release the temporary refund, or pay back the equivalent amount in case the temporary refund is no longer in the Account. You agree to discharge the Bank of any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, and obligations of any nature whatsoever, known or unknown, in law or in equity, arising from and related to all and any suspected fraudulent debit transactions conducted through the Account on the date of disputed transaction.

*\*Counterfeit card is an imitation or falsification of a genuine magstripe card or EMV chip card with track data copied from a hybrid EMV card.*



## **5. Fees**

Annual or membership fees for the Debit Card, if any, will be debited from the Primary account on issuance/renewal as per the prevailing Tariff. These fees are not refundable.

Fees for ATM Transactions will be debited from the Account from which they are made at the time of posting the ATM transaction. Debit Card related charges will be debited from the Settlement Account, from time to time, as per the prevailing Tariff.

All Transactions in currencies other than the currency of the Primary account shall be automatically converted at the time of posting to the currency of the Primary account at Visa's foreign exchange selling rate, and shall be charged additional fees as may be provided in the prevailing Tariff.

## **6. Disclosure of Information**

When requested by Us, You shall provide any information, records or certificates relating to any matters that WE deem necessary for issuance of the Debit Card, maintenance thereof, execution of Transactions using the Debit Card, renewal of the Debit Card or any other purpose related to the Debit Card. You authorize Us to verify the information furnished by whatever means or from whichever source deemed necessary. If such information/data is not provided or if incorrect information/data is provided, WE may at Our sole discretion refuse renewal of the Debit Card or terminate the Debit Card.

WE reserve the right to, at Our sole discretion, assign or outsource certain aspects of Our operations to third party service providers at Our sole discretion and to disclose Your details and of Your Accounts to such third party providers.

WE reserve the right to report to Bangko Sentral ng Pilipinas, any foreign currency withdrawals/payments effected using the Debit Card.

## **7. Loss of the Debit Card**

In case of loss or theft of the Debit Card, You shall immediately report such fact to Us, giving details of the place, date and circumstances of the incident and the last Transaction(s) made prior to the loss or theft.

Your liability for ATM Transactions and Transactions at Merchant Establishments made through the use of the lost or stolen Debit Card shall cease upon confirmed verbal notification by You through PhoneBanking.

A card replacement fee as provided in the prevailing Tariff shall be charged to Your Account to cover replacement of the Debit Card and the costs incurred in disseminating information about the loss or theft.

You hereby agree to indemnify US fully against any liability, loss, cost, expenses or damages that may arise due to the misuse or unauthorized use of a lost Debit Card before WE are informed of the loss.

Should You subsequently recover the Debit Card, it must not be used. The Debit Card should be destroyed by cutting through the magnetic stripe.

## **8. Termination**

WE reserve the right to cancel/withdraw at any time without any prior notice or to renew at Our discretion, the Debit Card or any of the other services offered at any time without prior notice and without assigning any reason.

In the event that You decide to close the Account with Us, the Debit Card issued for such Account will automatically be cancelled. You must immediately cease to use the Debit Card and destroy the Debit Card linked to such Account.

In the event that You decide to terminate the use of the Debit Card, You shall give Us no less than seven (7) days' prior notice in writing and immediately return to Us, the Debit Card and obtain a valid receipt thereof.

The Debit Card shall be Our property and must be returned to Us immediately and unconditionally upon Our request. You should ensure that the person You release the Debit Card is a true HSBC officer before handing over the Debit card.

WE shall be entitled to terminate the Debit Card with immediate effect and require the immediate return of the Debit Card upon the occurrence of any of the following events:

- a. Your failure to comply with these specific Terms and Conditions or the General Terms and Conditions;
- b. The occurrence of an event of default under any agreement or commitment (contingent or otherwise) You entered into with Us;
- c. You becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature;
- d. Your Death or Demise; or
- e. Closure of the Account or failure to maintain the TRB or Minimum Account Balance.

#### **D. AutoSaver (ASA) Account**

1. You may only open one (1) Philippine Peso and one (1) US Dollar ASA Account.
2. In conjunction with the ASA, You are required to maintain a separate regular demand deposit account (savings or checking), with positive balance at all times. A Philippine Peso demand deposit account cannot be maintained for a US Dollar ASA.
3. At account opening date, You will set a Fixed Savings Amount within the minimum and maximum amounts that WE shall, at Our sole discretion, impose. You will likewise set a "Transfer Date", which is the day in each month that the Fixed Savings Amount will be debited from Your demand deposit account and credited to the ASA Account; provided that the 1st Transfer Date of the ASA Account must be a working day. The minimum number of months that the ASA Account will be maintained by You shall not be less than twelve (12) months.
4. You may make deposits into the ASA, apart from those scheduled on the Transfer Date. However, total balances in the ASA Account may not exceed Php2,500,000 for PHP accounts or USD50,000 for USD accounts, or such amount that may be determined by Us from time to time. Balances in excess of the maximum limit will be automatically transferred by Us to the Accountholder's regular demand deposit account without need of prior notice to You.
5. At any time, You may amend instructions on the ASA by visiting or calling Us or issuing written instructions to Us. Provided that WE are able to validate the authenticity of Your instructions, the requested changes will be effected within five (5) working days from receipt of the same. You may send the amended instructions to Your Branch of Account via facsimile if You have previously submitted to Us a Letter of Indemnity to receive instructions by facsimile (LOI).
6. Should You request the amendment of any of the specifications of the ASA, including without limitation, the Fixed Savings Amount and the Transfer Date, a fee, as prescribed in the Tariff will be levied from the ASA Account.
7. Funds in the ASA Account are withdrawable and transferable anytime via branch over-the-counter transactions, ATMs, Telephone Banking, HSBC Online Banking and PhoneBanking. You may obtain an ATM card for the ASA Account, subject to applicable ATM Card fee as indicated in the Tariff.
8. You may provide standing instructions to Us that after a certain amount of funds is reached in the ASA Account, the funds shall be withdrawn, transferred or invested in such other product of Our subsidiaries, affiliates or third party products.
9. If the Transfer Date falls on a weekend or a holiday, the transfer instructions will be done on the day prior the weekend or holiday.

10. Should Your demand deposit account have insufficient or uncleared funds on Transfer Date, transfer of the Fixed Savings Amount will not be effected, and the ASA Account shall be terminated, even without prior advice to You. WE will subsequently transfer the total balance of the ASA Account, net of applicable withholding taxes, to the demand deposit account, and close the ASA Account, without need for prior advice to You.
11. You may instruct Us to terminate the ASA Account at any time after one (1) year from the ASA Account opening date. Should You terminate Your ASA Account prior to the agreed expiry date as indicated in the ASA Account opening form, a fee, as indicated in the Tariff shall be deducted from the net proceeds of the ASA Account.
12. WE shall shoulder the applicable Documentary Stamp Tax on Your behalf.

#### **E. US Dollar Checking Account**

1. The US Dollar Checking account is an interest-bearing checking account that may be availed of by existing HSBC Premier.
2. The US Dollar Checking account is for local clearing and checks are only valid if presented in the Philippines. These checks can be accepted abroad but must be presented "for collection" and clearing in the Philippines.
3. An ATM Card may be provided upon Your request.
4. The cost of a checkbook shall be charged to You. The cost of a checkbook shall be stated in the Tariff and may be paid in US Dollars or in Philippine Pesos.
5. There will be corresponding transmittal charges per check issued by You and the payment and collection of the charges vary depending on the type of transaction. The corresponding fees are stated in the Tariff.

#### **F. Electronic Banking Services**

##### **1. Phonebanking Services**

- a. PhoneBanking Access – You must use the bank-assigned PTB-PIN and PBN to access Your Accounts under the same Accountholder number. You may replace the PTB-PIN assigned by with a PTB-PIN of Your choice. You shall keep the PBN and PTB-PIN (whether Bank-assigned or the replacement PIN of Your choice) confidential at all times and you shall not divulge the same to any other person. Non-compliance with this provision shall relieve Us of any accountability for any loss arising from the use of the PTB-PIN to effect any transaction relating to Your Account/s. Any transaction/instructions effected using the PTB-PIN shall be conclusively presumed to be authorized by You. You shall immediately report by telephone, and confirm in writing within twenty-four (24) hours following such report, that an unauthorized person has knowledge of Your PTB-PIN. Any losses due to withdrawal/debit/transfer of funds using the PTB-PIN prior to receipt by Us of Your written confirmation shall be for Your account.
- b. Telephone Instructions – We are entitled to act on the instructions received from You by telephone which WE reasonably believe emanated from You by the use of the PTB-PIN or some other form of personal identification that WE may require. WE reserve the right not to act on the telephone instructions without any duty to give Our reasons for such refusal to act or to require You to confirm the telephone instructions in writing, even though You provided the correct PTB-PIN or were able to identify yourself. WE shall not be liable for acting in good faith based on telephone instructions which we believe emanated from You or Your authorized representatives. We shall not have any duty to verify the identity of the person(s) giving telephone instructions by any means other than your PTB-PIN or a form of identification we may require.
- c. Record of Transactions - Our record of the transactions processed by the use of PhoneBanking shall be conclusive proof of the nature and circumstances surrounding the transactions, as well as of the instructions received and shall be binding for all purposes.

- d. Joint Accounts – If any account is in the name of more than one person, and any one of such persons may transact on the account, We may issue PTB-PINs to some or all of the joint Accountholders. In such cases, WE may implement transfer/debit/withdrawal instructions from such account/s which are received from any one of the joint Accountholders using any of the PTB-PINs issued, or such PTB-PINs substituted by each of the joint Accountholders.

## **2. HSBC Online Banking Services**

### **A. Services**

- i. WE shall provide subject to these Terms and Conditions online services and facility from time to time through any internet and mobile application site to enable Accountholders to give instructions to and communicate with Us for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from Us and/or members of the HSBC Group.
- ii. As part of HSBC Online Banking, WE may make available via any internet and mobile application site Information supplied by an Information Provider.
- iii. WE have the right to determine and vary from time to time the scope and type of the services included in HSBC Online Banking to be made available including, without limitation:
  - expanding, modifying or reducing the services of HSBC Online Banking at any time;
  - imposing and varying any restrictions on the use of HSBC Online Banking such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which You may conduct; and
  - prescribing and changing the normal service hours during which HSBC Online Banking is available and any daily cut-off time for any type of HSBC Online Banking services or transactions. Any instruction received from You by Us after any applicable daily cut-off time shall be deemed to be received on the next business day. WE may specify business day and daily cut-off time by reference to the time of various markets operating in different time zones.
- iv. WE may require You to nominate or register specific account(s) for HSBC Online Banking.

### **B. Governing Terms and Conditions**

Transactions and dealings effected by using online banking are subject to the General Terms and Conditions and Our general disclaimer and internet privacy statement. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these terms and conditions shall prevail for the purposes of online banking.

### **C. Use of Services**

- i. To access HSBC Online Banking for the first time, You are required to register online or in such other manner as WE may from time to time specify and indicate Your acceptance of all the terms and conditions governing the use of HSBC Online Banking and to provide such information as WE may reasonably specify for identifying You.
- ii. By registering to use HSBC Online Banking, You warrant that all information provided by You to Us in relation to HSBC Online Banking is true, complete and up-to-date.
- iii. HSBC Online Banking is for Your sole and exclusive use.
- iv. You shall not use or knowingly allow any other person to use HSBC Online Banking, the Information and/or the reports for or in connection with any illegal purpose or activity. You shall notify Us as soon as practicable if You become aware of such use.

- v. Any exchange rate, interest rate, dealing rate and other prices and information quoted by Us on the online Site(s) or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and information offered by Us for the purpose of the relevant transaction shall be binding on You and US only upon Your confirmation of Your acceptance thereof irrespective of any different rate, price or information quoted by Us
- vi. By registering to use HSBC Online Banking, You shall automatically be registered to receive electronic statements ("eStatements"). As a result, You will no longer receive paper statements, but will instead be able to view and download Your monthly Statements of Account online or through email. HSBC Premier Accountholders may revert to receiving paper statements at any time in the future by setting the statements to paper within HSBC Online Banking. Advance Accountholders may only obtain individual paper statements by making a request at their branch of account. The paper statement will be released at the branch upon payment of a statement fee. Please refer to the Tariff for the prevailing fees.
- vii. You acknowledge that there may be a time delay in transmission of instructions, information or communication through online means.

#### ***D. Username, Password, Security Code***

- i. You shall follow the guidance provided by Us online in designating the Username and Password.
- ii. You may change the Password at any time but any change shall be effective only if accepted by Us. The Username cannot be changed by You.
- iii. WE may, in our sole discretion require You to use a Security Code to access HSBC Online Banking in the event of which it is Your sole responsibility to apply to Us for a Security Device or a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
- iv. You, after having registered to use HSBC Online Banking and having ordered a Security Device, may also be given the option to access HSBC Online Banking via a Password. The Password may be used for some but not all of the services in HSBC Online Banking, subject to such security parameters and conditions as WE may impose. Once You have set the Password, You will no longer be able to suppress it and shall continue to have access to HSBC Online Banking through either the Security Device or Your Password.
- v. You shall act in good faith, exercise reasonable care and diligence in keeping the Username and Password, and/or the Security Device and the Security Code in secrecy. At no time and under no circumstances shall You disclose the Username, the Password and/or the Security Code to any other person or permit the Security Device to come into the possession or control of any other person.
- vi. You shall be fully responsible for any accidental or unauthorized disclosure of the Username, the Password and/or the Security Code to any other person and shall bear the risks of the Username, the Password, the Security Device or the Security Code being used by unauthorized persons or for unauthorized purposes.
- vii. Upon notice or suspicion of the Username, the Password, and/or the Security Code being disclosed to, and/or the Security Device being lost or has otherwise come into the possession or control of any unauthorized person or any unauthorized use of PIB being made, You shall immediately notify Us through PhoneBanking and, until Our actual receipt of such notification, You shall remain responsible for any and all use of HSBC Online Banking by unauthorized persons or for unauthorized purposes.

#### ***E. Accountholder's Instructions***

- i. You are required to quote any one or more of the Username the Password, the Security Code, and any other identifiers as shall be prescribed by Us from time to time in order to log-on to HSBC Online Banking and give instructions to Us online. Instructions in connection with PIB shall not be considered to be received by Us unless they are given in such manner as WE may prescribe from time to time and until WE have actually received them.

- ii. Any instruction given in connection with HSBC Online Banking by quoting the Username, the Password, the Security Code, and Your such other identifiers as prescribed by Us, once given, may not be rescinded or withdrawn without Our consent or the relevant member of the HSBC Group. All such instructions given, as understood and acted on by Us or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on You whether given by You or by any other person purporting to be You. WE and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Username, the Password, the Security Code, and Your such other identifiers (if any).
- iii. WE will only act on an instruction insofar as it is in Our opinion practicable and reasonable to do so and in accordance with Our regular business practices and procedures.
- iv. Advice or confirmation that an instruction has been received and/or a transaction has been effected through HSBC Online Banking will be provided by Us online. Such advice or confirmation shall be deemed to have been received by You immediately after transmission and it is Your duty to check such advice or confirmation. It is also Your duty to inquire with Us if You do not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- v. Information relating to any account or transaction made available online is for reference only. Our records of such account and transaction shall be conclusive unless and until the contrary is established.

#### ***F. Fees***

WE reserve the right to charge fees in relation to the use and/or termination of HSBC Online Banking including, without limitation, to impose a charge for Our provision of the Security Device and to revise such fees as provided in the Tariff. WE shall determine and give reasonable notice to You of the rate of any fee from time to time before they become effective which shall be binding on You if You continue to maintain or use PIB on or after the effective date. Fees may be collected from You in such manner and at such intervals as WE may specify.

#### ***G. Accountholder's Undertaking and Responsibility***

- i. You shall provide such information as WE may from time to time reasonably request for the purposes of providing HSBC Online Banking. You shall also ensure that all information provided to Us is at all times accurate, complete and up-to-date including, without limitation, Your address and other contact details.
- ii. You shall not, and shall not attempt to hack, decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of HSBC Online Banking or any software comprised in them.
- iii. You acknowledge that it is Your responsibility to determine independently market prices and rates for trading purposes through Your usual trading channels, to verify any Information and/or report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of HSBC Online Banking, the Information and the reports, these terms and conditions and any transactions and dealings which may affect You under all applicable laws.

#### ***H. Information and Information Providers***

- i. You acknowledge and agree that the Information, the reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'confidential information') are trade secrets and confidential and proprietary property of HSBC and the respective Information Providers.
- ii. Unless expressly permitted by these terms and conditions, You shall not, and shall not attempt to:
  - sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any confidential information in any form or by means to any other person or commercially exploit any confidential information;

- remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the confidential information including, without limitation, any trademark or copyright notice; or
  - incorporate or combine the confidential information with any other programs.
- iii. The restrictions on disclosure shall not apply to any confidential Information:
- where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by You to Us; or
  - where WE have expressly agreed in writing to its disclosure.
- iv. You agree that all rights, titles and interests in and relating to the confidential information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain Our exclusive property and of the respective Information Providers. No right, title or interest other than the right to access the Information and the reports subject to these terms and condition is conveyed or transferred to You. You shall not make any representation nor do any act which may be taken to indicate that You have any such right, title or interest.
- v. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by You on or after the effective date, subject to prior notification, of such terms and conditions shall constitute Your acceptance thereof.
- vi. The Information and the reports are made available for reference only and are not intended for trading or other purposes. Neither WE nor any Information Provider shall be considered an investment adviser to You.
- vii. Neither WE nor any Information Provider warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the reports or whether it is fit for any purpose. Nor do We or any Information Provider assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or Your reports or any other person. No HSBC employee or agent or any Information Provider is authorized to give any such warranty, representation or guarantee.
- viii. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to Us. WE do not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.

## ***I. Our Liabilities***

- i. WE will take reasonably practicable steps to ensure that Our systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to Us from time to time.
- ii. None of Us, any member of the HSBC Group or any Information Provider warrants or represents that HSBC Online Banking, the Information and the Reports are free from virus or other destructive features which may adversely affect Your hardware, software or equipment.
- iii. WE will make all reasonable efforts to ensure that the Security Device provided to You will perform as necessary to permit access to HSBC Online Banking as and when required. You must notify Us immediately if any Security Device fails to function correctly and the only obligations that WE have in respect of such Security Device is to replace the same with a new Security Device at no cost to You but only (i) upon the defective Security Device being returned to Us within 90 days of its date of issue and (ii) if WE are satisfied that there is no default or negligence on Your part which results in or contributes to the Security Device's failure to function correctly. WE shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, WE cannot be held liable for any loss or damages incurred or suffered by You arising from Your failure to safe-keep and/or use the Security Device in accordance with Our instructions and recommendations.
- iv. Unless due to Our gross negligence or willful default or of any member of the HSBC Group or their respective officers or employees and only to the extent of direct and actual loss and damage (if any) arising solely

therefrom or the amount of the relevant transaction (whichever is less), neither WE nor any member of the HSBC Group assume any liability or responsibility to You or any other person for the consequences arising from or in connection with:

- use of HSBC Online Banking (including, without limitation, the use of the Security Device) and/or access to any information as a result of such use by You or any other person whether or not authorized;
  - any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing HSBC Online Banking (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the Security Device), in transmitting instructions or information relating to PIB or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond Our reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
  - transmission and/or storage of any information and/or data relating to You, HSBC Online Banking and/or transactions or dealings conducted by You pursuant to PIB through or in any system, equipment or instrument of any communication network provider.
- v. In no event shall WE, any member of the HSBC Group or any Information Provider be liable to You or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

#### **J. Your Liabilities**

You shall be fully liable and responsible for all consequences arising from or in connection with the use of HSBC Online Banking (including, without limitation, the use of the Security Device and Secondary Password) and/or access to any Information or report or any other information as a result of such use by You or any other person whether or not authorized.

- i. If, in Our reasonable opinion, there is no negligence, fraud or fault on the Your part, You shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of HSBC Online Banking as a result of:
- a computer crime which should have been prevented by the risk control and management measures had WE adopted such measures;
  - a human or Our system error; or
  - a missed or misdirected payment caused by the gross negligence or willful default of Our officers or employees.
- ii. You shall hold free and/or indemnify Us, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the reports or the exercise or preservation of Our powers and rights under these Terms and Conditions, unless due to Our gross negligence or Our willful default, any member of the HSBC Group, any Information Provider or their respective officers or employees.

#### **K. Variation and Termination**

- i. WE may, at any time, without giving notice or reason, suspend or terminate all or any of the services of HSBC Online Banking or their use by You.
- ii. You may terminate the use of HSBC Online Banking at any time by giving to Us prior written notice



- iii. All provisions of these terms and conditions which in order to give effect to their meaning need to survive the suspension or termination of HSBC Online Banking and/or the use of HSBC Online Banking by You shall remain in full force and effect after suspension or termination. Notwithstanding such suspension or termination, You shall continue to be bound by these terms and conditions to the extent that they relate to any of Your obligations or liabilities which remain to be performed or discharged.

#### **L. Communication**

- i. WE shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.
- ii. Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by You: where delivered personally, at the time of personal delivery or on leaving it at the address last notified in writing by You to Us, where sent by post, (forty-eight) 48 hours after posting if such address is in the Philippines and seven (7) days after posting if such address is outside the Philippines, or, where sent by facsimile transmission, telex or email, immediately after transmitting to the facsimile or telex number or email address last notified in writing by You to Us. Communications sent by You to Us shall be treated as delivered to Us on the day of actual receipt by Us.

#### **M. Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

#### **N. Waiver**

No act, delay or omission by Us shall affect Our rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

#### **O. Miscellaneous**

- i. Where the account in question is a joint account, the reference in these terms and conditions to 'Accountholder' shall be deemed to mean all and each of the joint account holders. All of You shall be bound by these terms and conditions and be jointly and severally liable for all the transactions and dealings effected by using HSBC Online Banking
- ii. Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation and an unincorporated body of persons.

### **3. HSBC Global View**

This service is exclusive to HSBC Premier and HSBC Advance clients.

Global View is not available in all countries.

#### **A. Use of Global View**

- i. Information You Provide. You agree that WE may use any information You provide to Us or which WE hold about You (whether in connection with the Service or otherwise) pursuant to Clause V of these Terms and Conditions.

- ii. Account Access. You agree that Our employees, regulators, third party service providers, auditors, legal advisers and other agents may have access to Your information as reasonably required to provide the Service, investigate complaints and comply with applicable law, regulation and any applicable code.
  - By using Global View, You agree that WE may access and link Your accounts held in any country in the world by accessing and linking on Your behalf, the HSBC web sites designated by You, to retrieve Your account information and to use and hold the information on Our servers (wherever they may be located in the world) in connection with providing Global View and You hereby appoint Us as Your agent for this limited purpose. You confirm that you are the legal owner of the account(s) designated by You and that you have authority to use Global View.
  - You agree to comply with any of Our instructions of at any time in connection with the use of Global View or the security of Global View. WE will never contact You to ask for the password(s) or logon information. You agree not to use Global View for illegal purposes.

You acknowledge and agree that WE own all rights in Global View and the content displayed in Our site(s). You are only permitted to use this content in connection with Global View. You may not copy, reproduce, distribute, or create derivative works from this content. You also agree not to reverse engineer or reverse compile any of Our technology, including but not limited to, any Java applets associated with Global View.

- iii. You acknowledge that by using Global View to link and view Your HSBC account(s) held in any one country in the world, with Your HSBC account(s) held in any other country in the world, that this may mean that tax and/or regulatory authorities in such other country in the world where Your HSBC account(s) is held may, by law, have the right of access to Your account information relating to all or part of Your linked account(s). You may wish to seek guidance on this from Your tax and legal advisers.

## ***B. Global View Security***

- i. You agree to provide true, accurate, current and complete information as requested in linking Your account(s). You also agree to keep Your account information up to date and accurate at all times.
- ii. You are responsible for maintaining the confidentiality of Your password(s) and other security details relating to Global View. Your password(s) and other security details must not be disclosed to anyone, other than as required to use Global View. You shall immediately notify Us of any unauthorized use of Your password(s) or of any other breach of security. Except to the extent required by law, regulation or any applicable code, WE will not be liable for any loss that You may incur as a result of someone else using Your password(s) in connection with Global View. You must not use another person's password(s) at any time.

## ***C. Cancellation, Discontinuance and Changes***

- i. You may terminate Global View at any time by giving notice to Us. Upon receipt of Your request to terminate Global View, the linking of Your account(s) will cease. You may also request, at any time, that one or more of Your linked accounts be removed from the Service. The Service will be cancelled if You remove all Your linked accounts from the Service.
- ii. WE reserve the right to discontinue, temporarily or permanently, Global View at any time with or without notice if You are in breach of these terms or the terms of any other agreement with Us or if You no longer meet Our qualifying criteria or if there is a suspected breach of security or if Our needs to carry out maintenance or if for commercial, legal or regulatory reasons, WE consider at any time the provision of Global View is no longer viable.
- iii. WE may change the services of Global View and /or these terms at any time for technical reasons or to improve Global View by giving You such notice as is required by law, regulation or any applicable code. WE

may charge a fee for the use of Global View which is found in the Tariff. You agree that WE will not be liable to You or to any third party for any changes to or for any discontinuance of Global View.

***D. No Warranties, Limits to WE's Liability and Indemnity***

- i. WE will take reasonable care to ensure that any information provided to You through Your use of Global View is an accurate reflection of the information contained in Our computer systems, or where the information is provided by a third party, accurately reflects the information WE receive from that third party. Due to the nature of Global View and to circumstances beyond HSBCs reasonable control, YOU AGREE THAT THE USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE THAT GLOBAL VIEW WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION OR ANY APPLICABLE CODE, GLOBAL VIEW IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- ii. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION AND ANY APPLICABLE CODE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE GLOBAL VIEW; (ii) UNAUTHORIZED ACCESS TO GLOBAL VIEW; (iii) STATEMENTS OR CONDUCT OF ANYONE IN THE COURSE OF PROVIDING GLOBAL VIEW; OR (iv) ANY OTHER MATTER RELATING TO GLOBAL VIEW.
- iii. You agree to indemnify and fully compensate Us and our service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from Your breach of these terms or by Your infringement of any of Our intellectual property rights.

***E. Other Terms Applying***

These terms shall not affect the terms of any agreement that may apply to You relating to the use or operation of HSBC Online Banking in respect of Your account(s). In the event that these terms conflict with the other terms, these terms shall prevail to the extent they relate to Global View.

***F. Miscellaneous***

- i. Global View is personal to You and he may not assign it to anyone. You agree not to make any commercial use of Global View.
- ii. Unless otherwise provided in these terms, all notices WE give You or You give Us shall be in writing and may be given by electronic mail on the same basis as (and subject to the same conditions as) the other terms. Additionally, unless prohibited by law, regulation or any applicable code, WE may give You notice by message WE broadcasts through Global View or through HSBC Online Banking.
- iii. Any notice given by electronic mail or which WE broadcast through Global View or through HSBC Online Banking shall be regarded as received 24 hours after its dispatch.
- iv. These terms shall be governed by the law of the jurisdiction or country in which Your HSBC account(s) is held in respect of which You first uses Global View to link that account(s) to account(s) held in another country or jurisdiction and to the extent allowed by law, You agree to the non-exclusive jurisdiction of the courts of that jurisdiction or country.

### **G. HSBC Premier JuniorPack (JP)**

1. The JP is open only to minor children and legal dependents of eligible Premier clients, who are at least 7 years of age and below 18 years on the date the account is opened.
2. To open and maintain a JP, Your child or legal dependent must open at least one (1) savings account. The JP's savings account may come with an ATM/Debit card, subject to Our discretion and Your agreement to the terms and conditions for the use of the card.
3. With the JP Your child or legal dependent shall be allowed the following limited services using our electronic banking facilities for the operation of the child or legal dependent's accounts:
  - a. *HSBC Online Banking*
    - i. account balance inquiry only, and
    - ii. transfers between accounts in the child or legal dependent's name
  - b. *PhoneBanking*
    - i. account balance inquiry only, and
    - ii. transfers between accounts in the child or legal dependent's name
4. All products and services availed of by the child or legal dependent under the JP shall be subject to these terms and conditions, and the specific terms and conditions of each of the said products and services. Your written agreement to the said terms and conditions will be necessary for the child or legal dependent to avail of the products and services.
5. If for any reason You lose the Premier status with Us, the child or legal dependent's accounts shall likewise lose his/her Premier status and privileges.
6. Transactions on all accounts maintained in the JP will be summarized in a consolidated monthly statement of account. You agree that You shall, together with the child or legal dependent, examine each written confirmation and statement of account and notify Us, by delivering within ten (10) days from receipt, in the case of written confirmation, or ninety (90) days from posting, in the case of a period statement of account, a written notice of alleged errors or omissions therein. You, your child or legal dependent agree that, should he fail to respond or deliver any written notice within the periods aforementioned, he waives any right to raise any objection to, or to contest, and he shall thus be deemed to have agreed to, the correctness and validity of the relevant confirmation or statement of account.
7. You agree that the child or legal dependent's JP shall be subject to all applicable taxes, fees and charges due on any and all transactions that WE execute upon Your, child or legal dependent's instructions and/or that which arise in connection with Your, child or legal dependent's availment of Our products and services, or the acceptance of the benefits thereof.

### **H. International Services**

1. The Features that You can enjoy under HSBC Premier and HSBC Advance may include accounts, services, rewards, benefits, privileges and the likes offered not only by Us but also by other members of the HSBC Group in and outside of the Philippines, which may or may not be banking-related and which may be provided directly by Us and such other members of the HSBC Group or third parties designated by them, as WE and/or such members shall determine from time to time.
2. To facilitate Us and other members of the HSBC Group in considering whether or not You are entitled to enjoy certain Features offered by them under HSBC Premier and HSBC Advance, and to enable Us and these members of the HSBC Group in providing such Features to You where You are eligible to enjoy these Features, You fully authorize Us and these HSBC Group members to share all information relating to You and Your accounts pursuant to Clause V of these Terms and Conditions.

3. The Features offered to You by other members of the HSBC Group are at all times subject to You being allocated with and retaining the Class of HSBC Premier or HSBC Advance with Us (or another member of the HSBC Group, if applicable) unless WE or another member of the HSBC Group shall determine otherwise. Each of these Features may also be subject to certain terms and conditions stipulated by Us and/or the relevant member(s) of the HSBC Group and You agree to be bound by the same.
4. Where a Feature offered by any HSBC member includes the offering of any banking or credit facilities, You agree to and authorize the following in the event that You default in Your Debts upon their becoming due and payable:
  - a. WE may collect the Debts for and on behalf of the HSBC Member;
  - b. Our right to employ collection agent(s) and third parties to collect any Debt and the indemnity given by You in favor of Us.
  - c. the HSBC Member may at any time and from time to time assign the whole or any part(s) of the Debts in favor of Us;
  - d. WE may accept an assignment of the Debts in Our favor and may exercise Our right of set-off;
  - e. to the extent permitted by all relevant laws and regulations, You waive all rights you may have in relation to any assignment of the Debts and acknowledge Our of set-off against such assigned Debts; and
  - f. WE may collect such fees, charges, loss and expenses that WE and the HSBC Member shall have directly and indirectly incurred or suffered as a result of or arising from the Debts, including, without limitation, reasonable legal fees and other fees, charges and expenses incurred in recovering the Debts. All taxes, fees and charges relative to the availment of any banking or credit facilities offered by Us or any member of the HSBC Group and/or the assignment and/or collection of the Debts as above-mentioned shall be for Your account.
5. Where a Feature offered by a member of the HSBC Group including Us includes the offering of any banking or credit facilities, You understand and agree that any default in respect of one or more of such facilities may result in any or all of these members withdrawing, suspending, cancelling, terminating or varying any or all Features offered by them. This may also result in You having to, among other things, pay higher interest rates, fees, charges and costs and no member of the HSBC Group can under any circumstances be held liable or responsible for such increases in interests, fees, charges, costs and expenses incurred by You or any other obligations and liabilities (whether new or added) that You are therefore subject to.

If You are required by any applicable laws or regulations (including the laws and regulations in the jurisdiction in which You enjoy a Feature provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by You, whether to WE or any member of the HSBC Group, then the liability in respect of that deduction or withholding shall be Your liability such that after the making of such deduction or withholding, the net payment shall be equal to the amount which WE or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be Your sole responsibility to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and You shall indemnify Us and other members of the HSBC Group for all consequences of Your failure to do so. You further agree to, upon demand, furnish Us and/or the HSBC member, valid proof of payment of such liability and such other supporting documents that may be required.

#### ***I. HSBC Premier Emergency Services***

The HSBC Premier Emergency Services are provided by MasterCard International or its agents or third party service providers from time to time to Our customers.

## **J. Overseas HSBC Premier and HSBC Advance Services**

### **1. Services and Features**

- a) We and other members of the HSBC Group in or outside Philippines may offer or vary Services and Features under HSBC Premier or HSBC Advance at Our discretion from time to time. These Services and Features may include accounts, services, rewards, benefits and privileges of any nature and which may be provided by us, another member of the HSBC Group or any other person.
- b) In order to be eligible for the Features under HSBC Premier or HSBC Advance, You have to maintain the necessary Tier of HSBC Premier or HSBC Advance specified by Us (or the other member of the HSBC Group providing the relevant Features), unless HSBC or the other member agree otherwise. You have to satisfy and be bound by further terms and conditions applicable to the relevant Features that may be specified by Us or the other member of the HSBC Group from time to time.

### **2. Your Obligations and Liabilities**

- a) Where a member of the HSBC Group other than Us offers You a Feature under HSBC Premier or HSBC Advance that is a banking or credit facility, You authorize Us and that HSBC Group member to do any of the following if you fail to repay any indebtedness owing by You to that HSBC Group member in connection with such banking or credit facility:
  - i. to collect the Debts for and on behalf of that HSBC Group member;
  - ii. to employ collection agents and service providers to collect any Debts and You agree to indemnify Us for any related cost incurred to collect the Debts;
  - iii. for a HSBC Group member, to assign the Debts (in whole or in part) to Us at any time, and HSBC may accept assignment of the Debts and exercise Our rights (including our set-off rights) in respect of the assigned Debts; and You waive all rights You may have in relation to the assigned Debts in our favor to the extent permitted by the Applicable Regulations; and
  - iv. to collect all fees, charges, loss and expenses that HSBC or that HSBC Group member may incur or suffer arising from or in connection with the Debts (including legal fees and other fees, charges and expenses of reasonable amount and reasonably incurred in recovering the Debts).
- b) Where HSBC or another member of the HSBC Group offer You one or more banking or credit facilities as Features under HSBC Premier or HSBC Advance, You agree that Your failure to repay any indebtedness owing by You under a facility may result in:
  - i. the withdrawal, suspension, cancellation or variation of any or all of the granted facilities; and
  - ii. You having to pay interest at higher interest rates and increased fees, charges, costs and expenses

Neither HSBC nor the other HSBC Group member is liable for the above.

- c) If You are required by any Applicable Regulations to deduct or withhold an amount from any sum payable by You to us or any other member of the HSBC Group, You should ensure that HSBC or that other HSBC Group member receive a net payment equal to the amount which HSBC or it would have received had no deduction or withholding been made. You are solely responsible for paying the amount deducted or withheld to the relevant authority within the applicable time limit. You indemnify us and that other HSBC Group member for all consequences if You fail to make such payment.

## **V. COLLECTION AND USE OF ACCOUNTHOLDER / CUSTOMER / INFORMATION**

Terms used in this Clause V shall have the following meanings:

**“Authorities”** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

**“Compliance Obligations”** means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

**“Connected Person”** means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

**“Controlling Persons”** mean individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**“Customer Information”** means your Personal Data, account information, confidential information, and/or Tax Information, or that of a Connected Person, including relevant information about you, or that of a Connected Person, your transactions, your use of our products and services, and your relationships with the HSBC Group)

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

**“HSBC Group”** means The Hongkong and Shanghai Banking Corporation Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **“member of the HSBC Group”**.

**“Laws”** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

**“Personal Data”** means any information, whether recorded in a material form or not, (a) from which the identify of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.

**“Services”** includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

**“Substantial Owners”** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**“Tax Authorities”** means Philippine or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs).

**“Tax Certification Forms”** means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status [or the tax status of a Connected Person].

**“Tax Information”** means documentation or information about your tax status and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner.

**“We”, “Our” and “Us” refer to The Hongkong and Shanghai Banking Corporation Limited and/or any member of the HSBC Group.**

Reference to the singular includes the plural (and vice versa).

## **1. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION**

These clauses [1-4] explain how we will use your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our or a third party's legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this clause.

### **COLLECTION**

**1.1** We and other members of the HSBC Group may collect, use and share **Customer Information**. **Customer Information** may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group

### **PROCESSING**

**1.2** Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following **Purposes**:

- a) The provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
- b) meeting Compliance Obligations,
- c) conducting Financial Crime Risk Management Activity,
- d) collecting any amounts due and outstanding from you,
- e) conducting credit checks and obtaining or providing credit references,
- f) enforcing or defending our rights, or those of a member of the HSBC Group,
- g) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
- h) maintaining our overall relationship with you including marketing or promoting financial services or related products and market research (the “**Purposes**”).

### **SHARING**

**1.3** By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- a) any member of the HSBC Group;
- b) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- c) any Authorities, in response to their requests;
- d) persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);



- e) any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- f) other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
- g) any third party fund manager who provides asset management services to you;
- h) any introducing broker to whom we provide introductions or referrals;
- i) any party in connection with any HSBC business transfer, disposal, merger or acquisition,

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

## CUSTOMER/CLIENT OBLIGATIONS

- 1.4** You agree to inform us promptly, and in any event, within 30 days, in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.
- 1.5** You must ensure that every Connected Person whose information (including Personal Data, account information or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.
- 1.6** Where:
- you fail to provide promptly Customer Information that we reasonably requested, or
  - you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
  - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, we may:
    - a) be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to terminate our relationship with you;
    - b) **take** actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
    - c) block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

- 1.7** You agree that We shall not be liable for any loss or damage arising from or incidental to our use, collection, processing and sharing of Customer Information, and any action we have taken in relation to this Clause V.

## 2. DATA PROTECTION

Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

### 3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- 3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (“**Financial Crime Risk Management Activity**”). Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.
- 3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

### 4. TAX COMPLIANCE

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. [Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard.] Certain countries may have tax legislation with extra-territorial effect regardless of your [or Connected Person’s] place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

### 5. MISCELLANEOUS

- 5.1 In the event of any conflict or inconsistency between any of these Terms under Clause V and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- 5.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

### 6. SURVIVAL UPON TERMINATION

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.

## VI. OTHER TERMS AND CONDITIONS

1. You authorize Us to, without liability, combine or consolidate the outstanding balance in any of Your account/s with any of Your other account/s which You maintain with Us in the Philippines or elsewhere within the HSBC Group, and set-off and/or transfer any monies standing to the credit of such other accounts in, or towards, satisfaction of Your liabilities to Us. You agree that this right to set-off/transfer applies whether or not the outstanding obligation is in a currency different from the currency of the monies intended for setting off/transfer, or is held at a branch of HSBC in a different jurisdiction or at any member of the HSBC Group, or held by You jointly with other persons. For such purpose, WE shall be entitled to convert the balance in

such other account into the same currency as the outstanding obligation. You further authorize Us to dispose of any securities, deeds, boxes and parcels and their contents, and property of any kind and apply the proceeds thereof towards the satisfaction of Your liabilities to Us. Our rights hereunder shall not be affected by Your death or subsequent legal incapacity.

2. You shall ensure that there are sufficient funds (or pre-arranged credit facilities) in Your account/s for the purpose of complying with Your instructions and WE shall not be liable for our failure to carry out such instructions due to inadequacy of funds and/or credit facilities.
3. You agree that WE shall have the right to add, revise, amend or cancel, in whole or in part, any of the products and services provided by Us, and any of the terms and conditions pertaining to any product or service. Any such addition, revision, amendment or cancellation will take effect and become binding on You from such time the same is brought to Your attention by publication, display, advertisement or otherwise.
4. You expressly waive the provisions of Article 1250 of the New Civil Code (which relates to cases of extraordinary inflation or deflation of foreign currency and stipulates that unless agreement exists to the contrary, the basis of payment shall be the value of currency at the time of establishment of the obligation) and hereby agree that said article shall not be applicable.
5. You agree that WE shall not be liable for inadvertently committed errors in the handling or processing of transactions.
6. You agree that all expenses, including legal costs, associated with Our rights hereunder or the enforcement of Your obligations under these terms and conditions shall be for Your account and may be debited against any of Your account/s.
7. You shall be liable for all taxes, fees and charges outlined in Our Easy Guide to Bank Services and Charges, due on any and all transactions that WE execute upon Your instructions and/or that which arise in connection with Your availing of Our products and/or services, or the acceptance of the benefits thereof.
8. You agree that where particular transactions, products or services are subject to specific terms and conditions agreed upon between You and Us, or that are applicable thereto, such terms and conditions shall be supplementary in character to these Terms and Conditions in respect of such transactions, products or services, and Your availing of such transactions, products or services signifies Your acceptance of the said specific terms and conditions.
9. WE shall not be liable for any failure to provide any service or to perform any obligations, or for any loss or damages howsoever caused or in any way whatsoever, and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever including but not limited to the failure of any computer, machine, data processing system or transmission link or the ATM / Debit Cards or Automated Teller Machine (ATM), the withdrawal of ATM services in other countries (which services will be governed by local regulations), the temporary insufficiency of funds in such machines or at point of sale terminals, or otherwise howsoever, or to carry out Your instructions or to send monthly statements to You. If You have acted fraudulently or negligently, You shall be liable for all claims, losses and consequences arising from or in connection with Your use of Our products and services.
10. In no event will WE, the HSBC Group or any Information Provider be liable to You for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages
11. If it becomes unlawful under any applicable law for branches of HSBC in the Philippines (the "Booking Branch") to make, or by reason of force majeure or act of state, the Booking Branch is prevented from making or it becomes impossible or impracticable for the Booking Branch to make, any payment in respect of, or repayment of, its obligations hereunder on the due date for the relevant payment or repayment, You shall have recourse to any other branch of HSBC in the Philippines in respect of any such repayment. If it becomes unlawful under any applicable law for all branches of HSBC in the Philippines to make, or by reason of force majeure or act of state, all branches of Bank in the Philippines are prevented from making or it becomes impossible or impracticable for such branches to make, any payment in respect of, or repayment

of, its obligations hereunder, You shall not have recourse to any branch of HSBC outside of the Philippines in respect of any such payment or repayment.

Notwithstanding the foregoing, WE shall be entitled to treat any such obligations as due and payable at any time for the purpose of the exercise by Us of any right of set-off, offset, combination or other similar right.

12. The terms and conditions herein shall be governed by and construed in accordance with Our regulations and practices in effect for the time being brought to Your attention by display, advertisement or otherwise.

You irrevocably agree that any legal action, suit or proceeding arising out of or relating to the Terms and Conditions shall be instituted, at Our option, in any competent court in Makati City, Metro Manila, and You submit to and accept, generally and unconditionally, the jurisdiction of any such court. The foregoing, however, shall not limit or be construed to limit Our rights to commence proceedings or to obtain execution of judgment against You in any venue or jurisdiction where Your assets may be found.

13. You acknowledge that WE and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. You agree that WE may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which We or such other member, in Our/its sole and absolute discretion, consider appropriate to take in accordance with all such laws, regulations and requests.

You acknowledge that such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by You or on Your behalf via Our systems or any other member of the HSBC Group, and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

You agree that neither WE nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- a) any delay or failure by Us or any member of the HSBC Group in processing any such payment messages or other obligations in connection in any accounts or the provision of any services to the account holder, caused in whole or in part by any steps which WE or such other member, in Our/its sole and absolute discretion, consider appropriate to take in accordance with all such laws, regulations and requests; or
  - b) the exercise of any of Our rights under this clause: In certain circumstances, the action which WE may take may prevent or cause a delay in the processing of certain information. Therefore, neither WE nor any member of the HSBC Group warrant that any information on Our systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
14. You agree to keep Us indemnified at all times against, and to save Us harmless from, all actions, proceedings, claims, losses, damages, cost and expenses which may be brought against Us or suffered or incurred by Us and which shall have arisen either directly or indirectly out of or in connection with Us performing Our obligation hereunder or accepting instructions, including but not limited to telephone instructions, and acting or failing to act thereon unless due to Our willful default; or with Your breach of any of the terms and conditions herein or any applicable laws and regulations. Such indemnity shall continue notwithstanding the termination of any of Our products or services.
15. WE shall have the right, at our absolute discretion and without need of prior notice to You, to refuse to pay when demanded, or when the same falls due, any of Our indebtedness to You if and to the extent that Your aggregate liabilities at the relevant time are equal to or exceed Our indebtedness to You at that time,

and Our such indebtedness shall remain outstanding on substantially the terms and conditions in effect immediately prior to such exercise, or on such terms as WE may, at Our absolute discretion, consider appropriate in the circumstances.

16. WE reserve the right to destroy any documents relating to Your accounts or Your instructions within one year from the relevant transaction date or after microfilming or electronic data capture, whichever comes first.
17. Instructions by facsimile will be acted upon only on receipt of the original letter or after a blanket Disclaimer/Letter of Indemnity in Our favor has been signed by You and received by Us.
18. All communications sent by mail addressed to the latest address registered with Us shall be deemed to have been duly delivered to You.
19. You warrant that all particulars given to Us are, to the best of Your knowledge, accurate and true, and undertake to immediately to notify Us of any changes thereto in writing.
20. All Bangko Sentral ng Pilipinas rules and regulations on deposit account/s investment placements and foreign exchange purchases shall form part of and be incorporated by reference to this Agreement/these Terms and Conditions.
21. You shall inform Us of any changes in Your address or contact details through mail or written advice. WE shall not be held liable for Your inability to receive any statements, advice, confirmation or any other document relating to Your Accounts, as well as Your inability to transact, resulting from failure to update Your address or contact details with Us.
22. In order for Us to render prompt and accurate service to You, You hereby authorize Us to record (without Us being necessarily obligated to so) any and all telephone conversations with You, whether initiated by Us or by You, including without limitation, Your instructions, statements, complaints, inquiries, as well as Your advice and reminders in relation to Your accounts with Us. WE may use these recordings for any purpose in any proceeding. You further agree to waive any right under the Anti-Wire Tapping Act (Republic Act No. 4200) or any amendments thereto, or any similar law or regulation.
23. Unless You specifically instruct otherwise, WE may, from time to time, inform You of Our promotional offers through mail/ e-mail/ facsimile/ SMS or by telephone. Specially selected products and services of our branches, subsidiaries, affiliates, agents and representatives or third parties selected by any of them and certain companies may also be offered to You through mail/ e-mail/ facsimile/ SMS or by telephone.
24. In case any portion of these Terms and Conditions is declared invalid, illegal or unenforceable under any applicable law by a competent legal authority, such invalidity, illegality or unenforceability shall not affect the other portions, which shall remain to be valid and binding.
25. You agree that WE shall have the right to employ collection agent(s) and third parties, including members of the HSBC Group, to collect any outstanding or overdue amount owed by You in respect of any or all of Your debts, credit accommodations or liabilities owing to Us. For this purpose, You consent to Our transfer of data regarding Your accounts, debts, credit accommodations and/or liabilities to the collection agent or third party, including the relevant HSBC Group member. You further agree to keep Us indemnified for costs and expenses including, without limitation, to legal fees, costs of engaging the collection agent(s) and third parties and other expenses which are of reasonable amount and which are reasonably incurred by Us in demanding, collecting, suing or recovering such outstanding or overdue amount.
26. You likewise agree that WE shall have the right to assign Your obligations under any debt, credit accommodation or liability owing Us, including any securities, to any third party with prior notice to You, except if the assignment is to any member of the HSBC Group where no prior notice is required. If the account is past due notwithstanding the above, You agree that WE shall have the right to assign Your obligations and securities to any third party even without prior notice to You. In relation thereto, You authorize Us to disclose information about Your account and credit standing to third party potential buyers as may be necessary for the proper processing and evaluation of the assignment.

27. Authorization and Indemnity for Telephone, Telex and Facsimile Instructions

You acknowledge that the sending of information or instructions through telephone, mobile phone text messages, telex, facsimile, e-mail or other electronic means is not fully secure and may be intercepted by third parties.

You authorize Us to rely upon and act in accordance with any notice, information, instruction or other communication which may from time to time be, or purport to be, given by You or on Your behalf via telephone, mobile phone text messages, telex, facsimile, e-mail, or other electronic means (the "Instructions"), which WE believe, in good faith, to have been made by You upon Your instructions or for Your benefit. WE shall not be liable for any loss or damage that You may suffer as a result of Our reliance, action, or refusal to act upon the Instructions.

WE shall be entitled to treat the Instructions as fully authorized by and binding upon You, and WE shall be entitled to take such steps in connection with or in reliance upon the Instructions as WE 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 sending of information through mobile phone text messages, telex, facsimile, e-mail, or other electronic means.

In consideration of Us acting on the Instructions, You hereby irrevocably undertake to indemnify Us and to keep Us indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses that may be incurred or sustained by Us of whatever nature and howsoever arising out of or in connection with the Instructions. This authorization and indemnity shall remain in full force and effect until WE receive from You a written notice terminating the same save that such termination will not release You from any liability under this authorization and indemnity in respect of any act performed in accordance with its terms prior to such termination.

28. WE shall not be liable for any failure to perform Our obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil disturbance, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.
29. Each successful banking transaction shall be evidenced for records purposes and may be used by Us as basis in investigating any complaints lodged by You, by a system generated:
- Transaction record for ATM transactions;
  - Transaction Slip for Debit Card transactions;
  - Transaction Reference Number for HSBC Online Banking; and
  - Acknowledgement Number for PTB
30. Upon receipt by Us of a notice or order from a court or other competent authority directing the garnishment, attachment, freezing, sequestration or receivership of Your Accounts, WE shall automatically hold or freeze the Account. WE shall only lift the hold and release the garnished, attached, frozen or sequestered amount to the proper party upon the presentation by the claimant of a certified true copy of the Notice of Lifting of Garnishment or other relevant court order or order of competent authority and valid identification. WE may require the submission of an indemnity or quit claim before lifting the hold. WE shall notify You of Our receipt of the notice or order of a court or other competent authority directing the garnishment, attachment, freezing, sequestration or receivership of Your Accounts and other properties or investments with Us. WE shall not be obliged to notify You of Our receipt of any Notice of Lifting of Garnishment or other court order or order of competent authority directing the lifting of the garnishment freezing, sequestration or receivership of Your Accounts or other properties or investments or the release thereof.

31. Where WE know of or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the Accounts or in connection with the use of any of Our services or any product availment, WE may, in Our absolute discretion and without any liability, decline authorization for any Transaction and in that event, WE will, to the extent possible, inform You as soon as practicable.

## VII. DEPOSIT INSURANCE

Applicable deposit accounts are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum of Five Hundred Thousand Pesos (P500,000.00) per Depositor. The rules of the PDIC, in particular, Regulatory Issuance No. 2009-09-159 (Deposit Insurance Guidelines on Determination of Beneficial Ownership, Including Transfers/Break-up of Deposits) and the Charter of the Philippine Deposit Insurance Corporation, as amended, and such other appropriate regulations issued by PDIC from time to time shall form part of the Terms and Conditions.

*Member of the Philippine Deposit Insurance Corporation. Maximum Deposit Insurance for Each Depositor P500,000.*

### CONFORME:

**I HAVE RECEIVED A COPY OF THESE TERMS AND CONDITIONS, HAVE READ AND UNDERSTOOD THE SAME, AND HEREBY AGREE ON AND CONSENT TO SUCH TERMS AND CONDITIONS.**



**Customer's Signature over Printed Name**  
**Date:**

HSBC Philippines is regulated by the Bangko Sentral ng Pilipinas (BSP). For inquiries or complaints, you may contact HSBC at the following numbers:

	<b>HSBC Advance</b>	<b>HSBC Premier</b>
Within Metro Manila	(02) 8858-0000	(02) 8858-0800
Domestic Toll Free	1-800-888-0000 PLDT	1-800-1-888-4722 PLDT
Overseas	+63(2)7976-8000	+63(2)7976-8080

Alternatively, you may also wish to send an email to [hsbc@hsbc.com.ph](mailto:hsbc@hsbc.com.ph), or visit [hsbc.com.ph/feedback](https://hsbc.com.ph/feedback). You may also contact the BSP at (02) 8708-7087 or [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph). Note: Please make sure that you do not provide your account or credit card number, or disclose any confidential information or banking instructions through e-mail.

Issued by The Hongkong and Shanghai Banking Corporation Limited



## TERMS AND CONDITIONS FOR CORPORATE PRODUCTS AND SERVICES OF HSBC

The following terms and conditions shall govern each account/service/product, which you, as accountholder/s of The Hongkong and Shanghai Banking Corporation Limited ("HSBC"), open, make use, or avail/receive the benefits of. The terms and conditions for accounts/services/products that you do not avail of shall not be applicable to you.

### Definition of Terms:

For purposes of clarity, the following terms shall be defined as follows:

**"Bank", "we", "our", "ours" and/or "us"** shall be understood to refer to HSBC

**"Account holder", "depositor", "you" and/or "your"** shall be understood to refer to you as the juridical entity who opens the accounts, makes use and/or avails/receives the benefits of any account/service/product offered by the Bank, including your authorized representatives

**"HSBC Group"** means the companies wholly or partially owned by us, our parent companies, or under common ownership with us.

### I. IN GENERAL

All references to charge/s, service fee/s, and fee/s herein unless otherwise indicated refers to charges indicated in the "A Guide to Bank Services and Charges for Corporate Banking Customers" as posted in our website (<https://www.hsbc.com.ph/>) from time to time. The Guide is made an integral part of these terms and conditions.

When used herein, the products and services shall be understood to consist of any of the following, namely:

- i. savings, current and time deposit account(s), and investment placements (each an "account") in Philippine pesos and other foreign currencies maintained from time to time with the Bank;

- ii. loan products and credit facilities which may be offered by the Bank from time to time; and
- iii. any other facility, product and service which the Bank may offer from time to time as part of its products and services.

### II. THE ACCOUNTS

Section II hereof is applicable to customers that have opened or made use of accounts. Should you choose to open accounts in the future, Section II will be applicable to you.

#### 1. Account Opening

- a. Accounts may be opened by and maintained at the sole discretion of the Bank, upon your compliance with all account opening/maintenance requirements as may be imposed by the Bank from time to time such as, but not limited to, duly completed and executed account opening forms, supporting documents and delivery of the initial deposit amount.
- b. The Bank, at its sole discretion, may open accounts for you upon receipt of your instructions provided that (i) you are an existing accountholder, and (ii) you agree to execute the account opening forms and submit such other documents as may be required by the Bank within the period specified by the Bank or when so warranted by the circumstances. Should you fail to execute and submit such forms and documents as may be required by the Bank, the Bank may close such accounts.
- c. If you are, now or at any time subsequent to the opening of your Philippine currency account, a non-resident of the Philippines or an entity that is not doing business in the Philippines, you affirm and acknowledge that your Philippine currency account can only be funded by Philippine currency proceeds of foreign currency inwardly remitted to the Philippines; by foreign currency sold for Philippine currency and/or by proceeds from the conveyance of your real or personal property



located in the Philippines; by onshore peso receipts of non-residents from residents for services rendered by the former to the latter, for which the resident would have been entitled to buy foreign exchange from Authorized Agent Banks (AABs) and subsidiary/affiliate foreign exchange corporations of AABs for remittance to the non-resident service provider; peso receipts of expatriates working in the Philippines with contracts of less than one (1) year representing salary/allowance/other benefits; onshore peso funds of: (i) foreign students enrolled for at least one semester in the Philippines; and (ii) non-resident Filipinos; and peso proceeds from the onshore sale by non-resident issuers of their PSE-listed equity securities

Further, any Philippine currency time deposit placement that you make with a maturity of at least ninety (90) days is considered as an inward investment that must be funded by Philippine currency proceeds of foreign currency inwardly remitted to the Philippines and must be registered with the Bangko Sentral ng Pilipinas in order that the Bank may be able to repatriate the principal and earnings thereon.

You agree that each time you make or cause to be made a deposit, transfer or remittance of funds into your account, you are deemed to make the above representations and may be required by us to present supporting documents such as but not limited to the following:

- i. Certificate of Inward Remittance, telegraphic transfer advice or other proof acceptable to HSBC that the funds deposited, transferred or remitted were sourced from inward remittance of foreign currency;
- ii. Proof of conversion of foreign currency into Philippine currency; and
- iii. Deed of conveyance or similar instrument, duly executed, evidencing the sale of real or personal property, and reflecting the amount of the consideration for the sale.

You affirm and acknowledge that the Bank may refuse to accept any deposit, transfer, or remittance of funds into your account as a result of your failure to present the above described documents. You agree that you shall not hold HSBC liable for any loss, damage, and/or expense which you may incur as a result of the Bank's refusal to accept the funds.

## **2. Acceptance of Deposits/Investments**

The Bank will accept your deposits/investments in cleared cash. In the case of cheque deposits/investments, the Bank acts only as your collecting agent in receiving your cheque and other items/documents for collection,

and as such, the deposit/investment may not be posted/reflected and drawings may not be made against such deposits, or withdrawals or against such investments, as the case may be, until actual payment/credit has been received by the Bank. All charges shall be for your account, including, but not limited to, (a) collection charges that may be imposed by the correspondent and/or drawee bank and those incurred outside the Philippines; and (b) the amount of any returned cheques and/or other unpaid items/documents and any appropriate charges; and the Bank may debit your account, without need of prior notice, for such charges.

Second endorsed cheques are not allowed and, in exceptional circumstances as may be allowed by the Bank whereby second endorsed cheques were accepted, you agree to keep the Bank free and harmless from and indemnify the Bank for, any claim, charge, suit, loss or damages for such acceptance.

The Bank may, at any time and from time to time, refuse to allow other forms, types and/or particulars of cheques from being deposited into and/or transacted to your account.

Deposits/investments made through the Bank's ATMs, Easy Pay Machines, or similar types of machines shall be subject to final count and verification to be made in the presence of at least two (2) HSBC representatives, the findings of whom shall have precedence over the figures/amounts you indicated in the deposit slip or any similar document, absent manifest error. The Bank shall notify you of any discrepancy at the soonest possible opportunity.

The Bank shall have the right, without need of prior notice or consent, to automatically debit the accountholder's account to effect the reversal of any amounts which the Bank may have erroneously credited to the account.

Any person depositing for and in your behalf shall be considered by the Bank as duly authorized by you to effect the deposit transaction including cheque deposits, unless prior written notice listing the specific names of your authorized representatives for deposit transactions is received by the Bank. We may require depositors to present a government issued photo bearing identification card prior to the transaction.

### 3. Class of Accounts

- a. The Bank may from time to time create different Classes of accounts and may designate the Features for each Class, which may include enhanced services, preferential terms, preferential interest rates and/or special promotions on other accounts. The Bank may, at any time or from time to time, (but without any obligation to do so) designate a particular Class to your account or may withdraw the same, upon your request or at the Bank's sole discretion. Where the Bank designates a Class to you, the Bank may at any time and from time to time vary or entirely withdraw the Class, again, either at your request or at the Bank's sole discretion. The designation or withdrawal of the Class, whether at your request or at the Bank's sole discretion, will be made by reference to pre-designated criteria, subject always to the final decision of the Bank. These criteria may include, without limitation, the value of assets you deposited with the Bank and/or the amount of credit facilities granted to you by the Bank from time to time and are subject to changes at the Bank's decision. The most updated criteria and other details concerning each Class are available from the Bank upon request.
- b. The Features which may be made available, and the fees and charges which may be imposed, by the Bank in relation to your account may vary by reference to the Class and, within the same Class, may vary by reference to whether the Customer continues to satisfy the prevailing criteria for that Class. The Bank is also entitled to vary the Features within each Class at any time and from time to time.
- c. Each Class may have a set of criteria and/or conditions that you have to fulfill so as to maintain in that Class and/or enjoy the Features in that Class. Each Feature may also have certain terms and conditions governing your use and enjoyment of that Feature. Without prejudice to paragraph 3(a) and 3(b) above, following a designation or variation of a Class, it shall be your sole responsibility to ensure that all the prevailing criteria for maintaining that Class and/or the terms and conditions for enjoying the Features in that Class are fully satisfied and/or observed. Your fulfillment of all prevailing criteria in respect of a Class, or your failure to do so, however, will not in any way affect or prejudice the Bank's overriding right in designating, varying or withdrawing the Class of your account.

- d. Whether the Bank exercises its discretion to designate, vary or withdraw the Class of your account, it will notify you of the same using such means as it shall deem reasonable. All the Features that you enjoy will automatically be granted, terminated or otherwise adjusted unless the Bank shall at its sole discretion decide otherwise and the Bank is not obliged to provide any further notice in connection therewith.
- e. Following a variation of the Class of your account, the applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any Features terminated as a result of the variation shall continue to bind you until all obligations and liabilities you owe the Bank with respect to such Features have been fully repaid and satisfied. All applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any new or additional Features that you enjoy as a result of the variation shall immediately become binding on you.
- f. The Bank cannot be held liable or responsible for any loss incurred by, or for any inconvenience to, you as a result of the designation, variation or withdrawal of the Class of your account and this shall include, without limitation, any loss incurred by or inconvenience to you as a result of any granting, termination or adjustment of any Features in connection therewith.
- g. The withdrawal of a Class shall not in itself affect the use or operation of your accounts unless the Bank shall specify otherwise.

### 4. Interest on Accounts

- a. Interest on your regular savings and/or current account/s will be calculated based on such account's average daily balance and the prevailing Bank-determined interest rate applicable thereto.
- b. Interest on your time deposits, and/or investment placements will be based on the interest rate specifically agreed upon between you and the Bank or in the absence thereof, the Bank's prevailing interest rate for similar placements.
- c. Interest on interest-bearing deposit accounts/investments will commence to accrue only after the cheque deposit has cleared and the funds have actually been received by the Bank.
- d. If the Interest rate for a currency under paragraph 4(a) to 4(c) above goes below zero, the Bank may charge you a negative interest rate to recover our costs.

## 5. Minimum Account Balance

You shall maintain account balances at the agreed/required total relationship or minimum balance as indicated in the Guide to Bank Services and Charges for Corporate Banking Customers, otherwise a monthly charge shall be debited against any of your deposit accounts with the Bank. Any account with zero balance, regardless of status, may be automatically closed by the Bank. You shall ensure that you are always aware of the details of the required total relationship or minimum account balance applicable to you, details of which are available upon request or published/posted within the Bank's premises.

## 6. Inactive Account/s

Any of your current or savings accounts which remain inactive (no transactions were performed) for at least one (1) year or two (2) years, respectively, will be considered dormant for which a corresponding monthly service fee will be imposed until reactivated by deposit or withdrawal of funds, provided that, transactions on the inactive/dormant account may be allowed by the bank subject to prior submission of an up-to-date information and documentation as may be prescribed by the Bank from time to time.

## 7. Signatories/Signature Cards

You agree to complete and submit signature cards containing your specimen signatures or those of your authorized signatory/ies in such number and in such frequency as may be required by the Bank and/or applicable Bangko Sentral ng Pilipinas regulations.

You agree to be bound by all acts and transactions executed by your authorized signatory/ies in accordance with your signing instructions contained in the authority or delegation of authority submitted to the Bank at account opening or from time to time after account opening. Unless otherwise stated in such authority or delegation, any one of your signatories may execute on your behalf administrative acts relating to your accounts, which shall include without limitation opening and closure of accounts, enrolment in and maintenance of services, requests for certification, account maintenance, maintenance and updating of customer details, confirmation of cheque or transaction details, issuance of stop payment orders over cheque, receipt of and response to communications and notices from the Bank. The Bank reserves the right not to honor the instruction of your signatory if in its reasonable judgment the particular act to be done will require additional signatories or signatories with higher authorities.

## 8. Account Withdrawals

Withdrawals/fund transfers from your account/s shall be subject to the following terms:

- a. Savings and Current Accounts – Withdrawals/fund transfers may be made by a person authorized by you at any Bank branch during normal banking hours by submitting a duly accomplished withdrawal slip or cheque, or through any ATM facility through which withdrawals or fund transfers from your account/s are permitted by the Bank. Any payment made by the Bank to a person submitting a withdrawal slip purporting to be signed by your duly authorized signatory/ies, or through an ATM, shall have the same effect as if made by your authorized signatory/ies and will absolve the Bank from any liability to you or to any other party.
- b. Time Deposits/Investment Placements – Withdrawal/roll-over/reinvestment of time deposits and/or investment placements may only be effected or allowed upon surrender and/or cancellation of the time deposit certificate, the relevant document evidencing such investment placement or such other document issued therefor, if any, and, if made before the due date thereof, subject to the Bank's consent and to such applicable penalties which the Bank may impose, including but not limited to handling fees, documentary stamp tax recovery and break-funding costs, where applicable. You agree to keep the Bank free and harmless for any non-compliance with this provision. Pre-termination of the time deposit and/or investment placement may result in the diminution of the principal. By pre-terminating the time deposit/investment placement, you accept the risk of possible diminution or loss of the principal and/or interest.
- c. Provisions common to account withdrawals – Withdrawals in foreign currency notes are subject to availability of such notes. Fractions of foreign currencies may, at the Bank's discretion, be paid in the local currency. Conversion rates from one currency to another will be based on the Bank's prevailing buying and selling rates. Service fees may be charged for foreign currency cash withdrawals. The Bank shall have the right to pay your withdrawal in the currency you require and/or such other currency at the Bank's absolute discretion.

## 9. Issuance and Maintenance of Chequebooks

You acknowledge and agree that:

- a. The Bank shall issue chequebooks only in respect of Philippine peso and US dollar current accounts and only cheques procured from the Bank may be honored by the latter unless otherwise specifically agreed upon;
- b. You shall maintain your chequebooks in a secure and safe place accessible only to your authorized signatories/representatives, and you shall ensure that only your duly authorized signatory/ies draw or issue the same. You likewise acknowledge the need to exercise due care when drawing cheques and agree not to release/deliver incompletely drawn cheques nor to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable. You further acknowledge that the Bank will not be liable for losses arising from such cheque alterations or unauthorized insertions therein;
- c. When drawing cheques, you are bound by the conditions to which chequebooks are issued as printed on the back cover of the checkbook and/or such other printed materials issued/published by the Bank from time to time and (i) draw cheques in Philippine pesos or US dollars only, (ii) clearly state the amount in words and figures in the spaces provided on the cheque, and (iii) write words and figures close to the left-hand margin so that other words and figures cannot be inserted and add word "only" after the amount stated in words.
- d. Your use of cheques printed by, or secured from, entities other than those accredited by the Bankers Association of the Philippines (BAP), with or without the consent of the Bank, shall constitute a waiver by you of any right to claim for reimbursement/refund of any kind arising therefrom;
- e. Return of cheques drawn against insufficient funds (DAIF), drawn against uncollected deposits (DAUD), or with technical defects shall be governed by the rules and regulations of the Philippine Clearing House Corporation and the Bangko Sentral ng Pilipinas. The Bank reserves the right to dishonor and return cheques, at its discretion, without prior notification at any time and you agree that the Bank shall have no liabilities arising from said dishonor and return;

- f. The Bank shall exert reasonable efforts to notify you of any returned cheques. You shall retrieve your returned cheques from your branch of account within six (6) months from the date you deposited the cheque. The Bank shall have the right to destroy such cheque/s should you fail to retrieve them within the given period.
- g. Lost/stolen cheques shall be reported immediately to the Bank by telephone and confirmed in writing within twenty-four (24) hours from such telephone report. You agree that any cheque paid/accepted/certified for payment before receipt of your written notice shall be for your account; and
- h. You may request a stop payment on any of your cheques by calling your branch of account which you must confirm in writing within twenty-four (24) hours from your request. The Bank, at its discretion, may disregard your telephone instructions should it not receive your written confirmation within 24 hours from receipt of such telephone instructions. You will not hold the Bank responsible nor liable for any payment made prior to, or while in the process of complying with the Bank's procedures for effecting a stop payment order, or made due to your failure to confirm your request in writing. Moreover, you agree that should any cheques under a stop payment order be paid through inadvertence or oversight, the Bank shall not be liable in any way.

## 10. Closure of Account/s

The Bank retains the right to close, at its sole discretion, any or all of your accounts for any reason whatsoever at any time and without any obligation to disclose the reasons for such closure, and to pay you the proceeds of your closed accounts via cashier's order/s net of all applicable charges, fees and/or taxes and/or such amounts which will answer for your outstanding contingent liabilities under any of the services or products availed of by you. You agree that the Bank shall notify you in writing of such fact at the time of, or immediately after, the closure of your account/s. You further agree that the Bank and its officers and staff are free from any liabilities, claims and demands in connection with the closing of the account/s and/or the subsequent dishonor of any cheque which may be presented to the Bank after the closure of your account/s.



### 11. Automatic Transfer of Funds

You agree and authorize the Bank, at its sole discretion but without any obligation, to transfer sums from any of your account/s, in the same or different currency, to ensure that the balances in your Account/s are maintained at a level specified by the Bank from time to time or to sufficiently cover or honor any cheque drawn, or any debit, against the account/s. Only collected, cleared and unencumbered funds credited to your account/s shall be available for transfer to your other account/s. You agree that the Bank shall not be held responsible nor liable for any losses or damages that may result from the exercise of its discretion not to effect the transfer.

### 12. Diminution of Account Balance/Value

The Bank shall have no obligation nor liability to you for any reduction due to taxes, or depreciation in value, of funds credited to or maintained in your account/s.

### 13. Confirmations/Periodic Statements of Account

The Bank will send to you written confirmations of transactions executed upon your instructions and/or Statements of Account, electronic or otherwise, showing the transactions and balances in relation to your account/s and such other banking services as may be specified by the Bank from time to time. You agree to examine each written confirmation and/or statement of account and notify the Bank within ten (10) days from delivery, in the case of the written confirmation, or thirty (30) days from mailing or posting, in the case of a periodic statement of account, a written notice of alleged errors or omissions therein. You acknowledge and agree that should you fail to respond or deliver any written notice within the periods aforementioned, you waive all your rights to raise any objection to, or to contest, and shall be deemed to have agreed to, the correctness and validity thereof.

### 14. Terms and Conditions for Non-Residents with Foreign Currency Accounts

- a. The Bank is authorized to inform the Bureau of Internal Revenue (BIR, the Philippines' tax authority) that you are a non-resident of the Philippines and to disclose or submit such information as may be necessary to establish such non-resident status for purposes of availing any tax exemption privileges for non-residents under prevailing tax laws.

- b. You undertake to provide or submit such documents or information as may be required by the BIR or the Bank to support your non-resident status and you understand and acknowledge that your availment of the tax exemptions privilege under existing tax laws shall be subject to the submission and completion of such documents and information.

### 15. Deposit Insurance

The following provisions pertaining to Deposit Insurance set forth in the Philippine Deposit Insurance Corporation (PDIC) Regulatory Issuance No. 2009-09-159 (Deposit Insurance Guidelines on Determination of Beneficial Ownership, Including Transfers/Break-up of Deposits) and the Charter of the Philippine Deposit Insurance Corporation, as amended, and such other appropriate regulations issued by PDIC from time to time shall form part of the Terms and Conditions:

- a. Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of Five Hundred Thousand Pesos (PHP500,000.00) per depositor or such other amount as may be mandated by PDIC or by law.
- b. PDIC shall recognize the registered owner/holder of a Legitimate Deposit in the books of the bank as the deposit entitled to deposit insurance, except where the records of the Bank show that the Legitimate Deposit is maintained in the same right and capacity for the benefit of another depositor, in which case PDIC shall recognize the latter as the beneficial owner of the account entitled to deposit insurance.
- c. In cases (a) where a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit is/ are broken up and transferred into one or more account/s; or (b) for deposit accounts and deposit transfers made in favor of individuals or of entities, either singly or jointly with individuals, from an account in the name of corporation, partnership, association, or unincorporated entity, the PDIC shall recognize the transferee/s as the beneficial owner/s of the account/s when:
  - i. The transfer was made with all of the following conditions present:
    - a. The break-up and transfer of deposit to the transferee is for a Valid Consideration;

- b. The details or information for the transfer, which establish the validity of the transfer from the transferor to the transferee, are contained in any of the Deposit Account Records of the bank; and
  - c. Copies of documents, which show the details or information for the transfer, such as but not limited to contracts, agreements, board resolutions, audited financial statements, orders of the courts or of competent government body/agency, are in the custody or possession of the bank upon takeover by PDIC.
- ii. The transferee/s is/are the Qualified Relative/s of the transferor. Qualified Relatives are transferees within the second degree of consanguinity or affinity of the transferor. Relationship shall be proven by relevant documents such as, but not limited to, birth certificates and marriage certificates.
- d. Deposit Splitting occurs whenever a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit maintained under the name of natural or juridical persons is/are broken down and transferred into two or more accounts in the name/s of natural or juridical persons or entities who have no Beneficial Ownership on transferred deposits in their names within one hundred twenty (120) days immediately preceding or during a bank-declared bank holiday, or immediately preceding a closure order issued by the Monetary Board of the Bangko Sentral ng Pilipinas for the purpose of availing of the maximum deposit insurance coverage.
- e. Upon the determination by the PDIC of Beneficial Ownership or Deposit Splitting, the outstanding Legitimate Deposit/s in the closed bank maintained for the benefit of the beneficial owner/transferor, although in the name of another person/s or entity/entities, shall be subject to consolidation with the other Legitimate Deposits of the beneficial owner/transferor in said closed bank for deposit insurance purposes.

Note: For purposes of this section, the following definition of terms shall apply:

**Legitimate Deposits** – refers to money or its equivalent received by a bank as deposits in the usual course of business and recorded in the books of the bank as such, and opened in accordance with established forms and requirements of the Bangko Sentral ng Pilipinas (BSP) and/or the PDIC.

**Beneficial Ownership** – exists when a deposit is maintained in the same right and capacity for a depositor's benefit, whether in his own name or in the name of others.

**Valid Consideration** – that which gives cause to the transfer or break up of

deposits, such as loan, payment for services or goods, or donation.

**Deposit Account Records** – pertains to account ledgers, signature cards, certificates of deposits, passbooks, corporate resolutions, orders of competent government body/agency, contracts or similar instruments, copies of which must be in the custody or possession of the bank upon takeover by the PDIC.

### **III. ALL PRODUCTS AND SERVICES (INCLUDING ACCOUNTS).**

Section III hereof is applicable to all corporate customers.

#### **1. Bearer Shares**

If the Customer or a shareholder (whether direct or indirect, legal or beneficial) of the Customer is a company incorporated in a country that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank.

#### **2. Credit Accommodations**

The Bank, at its sole discretion, may from time to time, grant you a credit accommodation by purchasing cheques payable to you, by advancing the amount required, without need of seeking prior approval from, or notice to, you and you agree that you shall be responsible for, and pay, the resulting advance or credit thereby created and for all related charges.

#### **3. Telephone Guidelines**

**Telephone Instructions** - The Bank is authorized to act on instructions received over the telephone at its absolute sole discretion which the Bank reasonably believes to have emanated from you by the use of your respective passwords/PINs. The Bank reserves the right not to act on the telephone instructions without any duty to give its reasons for such refusal to act, or to require you to confirm your telephone instructions in writing, even though the correct passwords/PINs was given, or to refrain from acting until receipt of our written confirmation. The Bank shall not be liable for acting in good faith based on telephone instructions which it believes emanated from you. The Bank shall have no duty to verify the identity of the person(s) giving telephone instructions by any means other than the passwords/PINs or any form of identification the Bank may require.

Recording of Telephone Instructions and Conversations - In order for the Bank to render prompt and accurate service, you authorize the Bank to record (without the Bank being necessarily obligated to do so) any and all telephone conversations with you, whether initiated by the Bank or by you, including without limitation, your instructions, statements, complaints, inquiries, including any personal information, sensitive personal information and privileged communication that you may disclose, and the Bank's advice and reminders in relation to your account, investments and transactions with the Bank. The Bank may use these recordings for any purpose in any proceeding. You further waive any right under The Anti-Wiretapping Act (Republic Act No. 4200) or any amendments thereto, or any similar law or regulation.

#### 4. Telegraphic Transfers

The following terms and conditions shall apply to all applications for telegraphic transfers, inter-bank funds transfers, electronic payment transfers and similar forms and methods of payment/fund transfers (collectively as "telegraphic transfers"):

- a. The Bank is at liberty to send the telegraphic transfers either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received. The Bank is also at liberty to stop accepting manual payment instructions for telegraphic transfers at any time and without need of prior notice to you.
- b. In the absence of specific instructions to the contrary, the telegraphic transfer will be effected in the currency of the country in which payment is to be made.
- c. In the event of a discrepancy between the amount in figures and amount in words, the amount in words shall prevail.
- d. All charges incurred outside the Philippines are for the account of the beneficiary unless specified. If the beneficiary needs to receive the full amount without any deduction of charges, you shall choose "OUR: Remitter to pay all charges" or such similar fields in the Bank's electronic fund transfer form and in these instances, the charges will be for your account.
- e. The Bank reserves the right to draw the telegraphic transfer on a different place, correspondent bank and/or fund transfer method from that specified by you for any reason, including when the operational circumstances so require. The Bank shall not be obliged to advise you of the use of such different place, correspondent bank and/or fund transfer method. The Bank shall not be liable nor responsible for any

delay in effecting payment through such different place, correspondent bank and/or fund transfer method, especially when the same arose from circumstances beyond the control of the Bank and/or its agents.

- f. You authorize the Bank to disclose Your name, Debit Account Number (including the details thereof) and/or other information related to the details stated in your instruction/application for telegraphic transfer to the receiving bank/beneficiary of the telegraphic transfer and to any other person or entity as may be deemed necessary and appropriate by the Bank. The Bank shall not be liable for any loss or damage arising from the said disclosure of account information.
- g. Where the Bank is unable to provide a firm exchange rate quotation the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional exchange rate and the actual rate shall be debited/credited (as the case may be) to your account without need of any prior notice to you and without need of your consent.
- h. Applications may not be processed within the same day of the Bank's receipt, even if the same were received before the Bank's cut-off times.
- i. Applications received after the Bank's cut-off times may not be processed on the same day. You shall ensure that you are always aware of the Bank's cut-off times.
- j. If remittance is to be processed on a particular date, you must indicate such processing date on the field "Amount Debited On" in the Bank's electronic fund transfer form or such similar fields thereon. Otherwise, the remittance shall be processed on the day of the application but subject to paragraph h above
- k. Applications for same day value are subject to cut-off times related to the geographical location of the destination.
- l. The Bank is not responsible for advising you of (i) any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restrictions; and (ii) any charges which may be imposed by the overseas bank. You are strongly advised to make your own inquiries and the Bank shall not be liable if such information is not provided. The Bank shall also not be liable for any cost or expense arising from the said exchange control restrictions and/or charges imposed by the overseas bank.



- m. The Bank or any member of the HSBC Group shall be not at fault and shall not be liable for any delay or failure by the Bank or any such other member in processing any such payment messages or other obligations in connection in any accounts or the provision of any services to You, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all laws, regulations and requests or the exercise of any of Our rights under this clause. Further, in certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrant/s that any information on their systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
  - n. Where payment is to be made in favor of a beneficiary not maintaining an account with the HSBC Group, the Bank or its agent reserves the right to make payments by other means in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible to advise you of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent. Where any alternative means of remittance is not acceptable, you should inform the Bank.
  - o. In addition to the circumstances under Section III, clause 15 hereof, the Bank reserves the right not to process your application for telegraphic transfer if: (i) the Bank is of the opinion that the information given is incomplete or is not sufficiently clear; and/or (ii) the text format or method/mode of transmitting the application to the Bank is incorrect or incomplete. Accordingly, the Bank cannot be held liable for failure to process or delay in processing your application for telegraphic transfer arising from any of the above-mentioned actions that may be undertaken by the Bank.
  - p. You shall be liable for all taxes, fees and charges due on Your telegraphic transfer based on the Guide to Bank Services and Charges for Corporate Banking Customers or as agreed upon between you and the Bank.
  - q. You agree to comply with any tax and/or regulatory requirements that may apply or relate to Your telegraphic transfer.
  - r. Section III, clause 15 below is also applicable for telegraphic transfers.
  - 5. You authorize the Bank to, without liability, combine or consolidate the outstanding balance in any of your account/s with any of your other account/s which you maintain with the Bank in the Philippines or elsewhere, and set-off and/or transfer any monies standing to the credit of such other accounts in, or towards, satisfaction of your liabilities to the Bank. You agree that this right to set-off/transfer applies whether or not the outstanding obligation is in a currency different from the currency of the monies intended for setting off/transfer, or is held at a branch in a different jurisdiction or at an HSBC Group, or held by you jointly with other persons/entities. For such purpose, the Bank shall be entitled to convert the balance in such other account into the same currency as the outstanding obligation based on the Bank's exchange rate at the time of conversion. You further authorize the Bank to dispose of any securities, deeds, boxes and parcels and their contents, and property of any description held in your name by the Bank in the Philippines and elsewhere and to apply the proceeds thereof towards the satisfaction of your liabilities to the Bank. The Bank's rights hereunder shall not be affected by your dissolution, bankruptcy or insolvency.
  - 6. You agree that the Bank shall have the right to add, revise, amend, suspend or cancel, in whole or in part, any of the accounts, products and services provided by the Bank, these terms and conditions and any of the terms and conditions pertaining to any product or service. Any such addition, revision, amendment, suspension or cancellation will take effect and become binding on you from such time the same is brought to your attention by posting in our website (<https://www.hsbc.com.ph/>), publication, display, advertisement or otherwise.
- Without prejudice to Section II paragraph 6 (Inactive Account/s), you agree that the Bank shall have the right to suspend the product or service provided by us due to inactivity of your overall banking relationship with us for at least one (1) year from last transaction provided that reactivation including availment of new products and services may only be allowed subject to prior submission of an up-to-date information and documentation as may be prescribed by the Bank from time to time.
- 7. You expressly waive the provisions of Article 1250 of the New Civil Code (which relates to cases of extraordinary inflation or deflation of foreign currency and stipulates that unless agreement exists to the



contrary, the basis of payment shall be the value of the currency at the time of establishment of the obligation) and hereby agree that said article shall not be applicable.

8. You agree that the Bank shall not be liable for inadvertently committed errors in the handling or processing of transactions.
9. You agree that all fees, costs and expenses, including legal costs, associated with the Bank's rights hereunder, the enforcement of your obligations under these terms and conditions and the negotiation, documentation and conclusion of agreements shall be for your account and may be debited against any of your account/s.
10. All sums payable to the Bank shall be payable in cleared funds in the agreed currency on the due date of such amounts and you shall be liable for all taxes (including, but not limited to value added tax), levies, imposts, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature now or hereafter imposed by the Republic of the Philippines or any political subdivision or taxing authority thereof and due on any and all transactions which the Bank executes upon your instructions and/or that which arise in connection with your availment of the Bank's products and/or services, or the acceptance of the benefits thereof.

Similarly, if the reference/benchmark rate of any floating interest rate in your loan or obligation (e.g. LIBOR) becomes less than zero, such reference/benchmark rate shall be deemed to be zero.

11. These terms and conditions are deemed incorporated in the specific terms and conditions agreed upon between you and the Bank for a particular transaction, product or service. In case of conflict, these terms and conditions shall prevail.
12. The Bank shall not be liable for any failure to provide any service or to perform any obligations, or for any loss or damages howsoever caused or in any way whatsoever, and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever including but not limited to the failure of any computer, machine, data processing system or transmission link or Automated Teller Machine (ATM), the withdrawal of ATM services in other countries (which services will be governed by local regulations), the temporary insufficiency of funds in such machines or otherwise

howsoever, or to carry out your instructions (including but not limited to conflicting, vague or ambiguous instructions or those arising out of or resulting from an intra-corporate dispute) or to send a monthly statement to you. If you have acted fraudulently or negligently, you shall be liable for all claims, losses and consequences arising from or in connection with your use of the Bank's products and services.

13. If it becomes unlawful under any applicable law for a branch of the Bank in the Philippines (the "Booking Branch") to make, or by reason of force majeure or act of state, the Booking Branch is prevented from making or it becomes impossible or impracticable for the Booking Branch to make, any payment in respect of, or repayment of, its obligations hereunder on the due date for the relevant payment or repayment, you shall have recourse to any other branch of the Bank in the Philippines in respect of any such repayment. If it becomes unlawful under any applicable law for all branches of the Bank in the Philippines to make, or by reason of force majeure or act of state, all branches of the Bank in the Philippines are prevented from making or it becomes impossible or impracticable for such branches to make, any payment in respect of, or repayment of, its obligations hereunder, you shall not have recourse to any branch of the Bank outside of the Philippines in respect of any such payment or repayment. Notwithstanding the foregoing, the Bank shall be entitled to treat any such obligations as due and payable at any time for the purpose of the exercise by the Bank of any right of set-off, offset, combination or other similar right.
14. The terms and conditions herein shall be governed by and construed in accordance with the Bank's regulations and practices in effect for the time being brought to your attention by display, advertisement or otherwise and you submit to the non-exclusive jurisdiction of Philippine courts.
15. You acknowledge that the Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing, bribery, corruption, tax evasion and the provision of financial and other services to any persons or entities which may be subject to sanctions. You agree that the Bank may take, and may instruct (or be instructed by) any other member of

the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests.

You acknowledge that such action may include but is not limited to: the interception and investigation of any payment messages and other information, instruction or communications sent to or by the account holder/applicant or on the account holder/applicant's behalf via the systems of the Bank or any other member of the HSBC Group; making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity; refusal to issue, pay, renew, extend or transfer a Letter of Credit; and/or refusal to process (or delay in processing) any transaction or instruction.

Notwithstanding any condition, requirement or undertaking stated above, you agree that neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- i. any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any accounts or the provision of any services to the account holder, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or
- ii. the exercise of any of the Bank's rights under this clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Applicant of the existence of such circumstances as soon as is reasonably practicable.

16. You agree to keep the Bank indemnified at all times against, and to save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank performing its obligation hereunder or accepting instructions, including but not limited to telephone instructions and your undertakings on environmental responsibility, and acting or failing to act thereon unless due to the willful default of the Bank; or with your breach of any of the terms and conditions herein or any applicable laws and regulations. Such indemnity shall continue notwithstanding the termination of any of the Bank's products or services.

In the event of default in the payment when due of any amount payable to the Bank, your entire loan and/or outstanding together with accrued interest as well as penalty interest charges at a rate to be determined by HSBC based on prevailing market rates and any sum due payable shall thereupon become due and payable upon demand without presentment, protest or further notice of any kind.

17. The Bank shall have the right, at its absolute discretion and without need of prior notice to you, to refuse to pay when demanded, or when the same falls due, any of the Bank's indebtedness to you if and to the extent that your aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to you at that time, and such of the Bank's indebtedness shall remain outstanding on substantially the terms and conditions in effect immediately prior to such exercise, or on such terms as the Bank may, at its absolute discretion, consider appropriate in the circumstances.

Unless expressly agreed otherwise by us, the Bank shall have the right to assign all or any part of the Bank's rights, interests and/ or obligations, including any securities, to any third party with prior written notice to you except if the assignment is to any member of the HSBC Group where no prior notice is required. If your account is past due notwithstanding the above, the Bank shall have the right to assign your obligations and securities to any third party even without prior notice to you. Such assignment shall take effect as from the effective date specified in the notice or, where no such notice is required, on the date specified in the assignment, and the Bank shall thereafter be released from such rights, interests and/or obligations. In relation hereto, you

authorize the Bank to disclose information about your account and credit standing to third party potential buyers as may be necessary for the proper processing and evaluation of the assignment.

18. Whenever you borrow and/or deal in a currency different from that in which the proceeds of the drawdown and/or facility utilisations are to be deployed or from a currency different from that of the income or assets to be used for repayment, you acknowledge having been advised of the risks of such transactions and that you are fully aware that substantial losses or gains can arise from variations in foreign exchange rates between dates of drawdowns and/or deal bookings and dates of loans/principal repayments and/or deal settlements.  
The Bank reserves the right at any time to call for pre-payment or additional top-up security in respect of the facilities in the event that any exchange losses may adversely affect your ability to satisfy your obligations in respect of the facilities. You hereby undertake to make such pre-payment or provide such additional top-up security, as the case may be, upon request.
19. You warrant and undertake that you are and will remain in full compliance with all applicable current laws, regulations and practices relating to the protection of the environment from pollution (the environmental responsibility). You also warrant that you are not aware of any circumstances which may prevent full compliance of your environmental responsibilities in the future and will inform us immediately upon becoming aware of circumstances which may have such effect.
20. The Bank reserves the right to destroy any documents relating to the Account/s or your instructions within one (1) year from the relevant transaction date or after microfilming or electronic data capture, whichever comes first.
21. Instructions by facsimile will be acted upon only on receipt of the original letter or after a blanket Disclaimer/Letter of Indemnity in favor of the Bank has been signed by you and received by the Bank.
22. All communications sent by the Bank to you through mail or electronic mail addressed to the latest home and/or office address or email address, respectively, registered with the Bank shall be deemed to have

been duly delivered to you. Said communications can be received by you, your representative or any person having such apparent authority to receive the communication on your behalf.

23. You warrant that all particulars given to the Bank are, to the best of your knowledge, accurate and true, and undertake to immediately notify the Bank of any changes thereto in writing.  
You undertake to immediately inform us in writing of any plan or decision to change the ownership structure in your company, or any plan or decision by any major shareholder in your company (which shall be understood to be any shareholder with present shareholdings of at least 20% of the total outstanding and voting stock of your company) to divest itself of any part of its shareholdings in your company.
24. All other Bangko Sentral ng Pilipinas (BSP) rules and regulations on deposit accounts/investment placements and foreign exchange purchases shall form part of and be incorporated by reference to these terms and conditions.
25. You shall inform the Bank of any changes in your home and/or office address, email address and/or contact details through mail or written advice. Any requests for change in your address or contact details made via facsimile will be acted upon only on receipt of the original letter or after a blanket Disclaimer/Letter of Indemnity in favor of the Bank has been signed by you.
26. Your use and/or availing of the accounts, products, facilities or services shall be deemed as adherence to these terms and conditions.
27. You agree to pay for all fees associated with the products and services, which you avail from us. The fees are outlined in our Guide to Bank Services and Charges for Corporate Customers available in our website, and are subject to change without prior notice.
28. Provisions under Section II, clause 7 (Signatories/Signature Cards) are applicable for all products and services

The Hongkong and Shanghai Banking Corporation Limited is an entity regulated by the Bangko Sentral ng Pilipinas (“BSP”). For inquiries or complaints, you may call HSBC’s Corporate hotline at (02) 85-878 or send an email to [commercialbanking@hsbc.com.ph](mailto:commercialbanking@hsbc.com.ph). If you want to find out more about HSBC’s customer feedback procedures, please visit [hsbc.com.ph/feedback](http://hsbc.com.ph/feedback). You may also contact the BSP Financial Consumer Protection Department at (02) 708-7087 or [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph).

Note: Please make sure that you do not provide your account or credit card number, or disclose any confidential information or banking instructions through e-mail.

HSBC has an Employee Handbook, which mandates all its officers and employees to treat clients with a high degree of professionalism, efficiency, accuracy, care and courtesy. Officers and employees are enjoined to always be conscious of promoting HSBC’s good image and protecting its reputation whether they are within or outside Bank premises.

#### IV. COLLECTION AND USE OF CUSTOMER INFORMATION DEFINITIONS

Section IV hereof is applicable to all corporate customers.

Capitalised terms used in this clause shall have the following meanings:

“**Authorities**” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

“**Compliance Obligations**” means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

“**Connected Person**” means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited

to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

“**Controlling persons**” means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

“**Customer Information**” means your Personal Data, confidential information, account information and/or Tax Information or that of a Connected Person.

“**Financial Crime**” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

“**We**”, “**our**” and “**us**” refer to The Hongkong and Shanghai Banking Corporation Limited and/or any member of the HSBC Group.

“**HSBC Group**” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and “member of the HSBC Group” has the same meaning.

“**Laws**” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

“**Personal Data**” means any information, whether recorded in a material form or not, (a) from which the identify of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual’s race, ethnic origin, marital status, age, color, gender, health, education and religious affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.



“**Services**” includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

“**Substantial owners**” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“**Tax Authorities**” means Philippine or foreign tax, revenue or monetary authorities (for example, Her Majesty’s Revenue and Customs).

“**Tax Certification Forms**” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

“**Tax Information**” means documentation or information about your tax status and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner.

Reference to the singular includes the plural (and vice versa).

## **1. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION**

These clauses 1-4 explain how we will use your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our [or a third party’s] legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this clause.

## **COLLECTION**

- 1.1 We and other members of the HSBC Group may collect, use and share Customer Information (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

## **PROCESSING**

- 1.2 Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following Purposes:
- a. the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
  - b. meeting Compliance Obligations,
  - c. conducting Financial Crime Risk Management Activity,
  - d. collecting any amounts due and outstanding from you,
  - e. conducting credit checks and obtaining or providing credit references,
  - f. enforcing or defending our rights, or those of a member of the HSBC Group,
  - g. for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
  - h. maintaining our overall relationship with you including (if you agree) marketing or promoting financial services or related products and market research.

## SHARING

- 1.3 By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
- a. any member of the HSBC Group;
  - b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
  - c. any Authorities, in response to their requests;
  - d. persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
  - e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
  - f. other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
  - g. any third party fund manager who provides asset management services to you;
  - h. any introducing broker to whom we provide introductions or referrals;
  - i. in connection with any HSBC business transfer, disposal, merger or acquisition;  
wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

## CUSTOMER/CLIENT OBLIGATIONS

- 1.4 You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.

- 1.5. You must ensure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.

1.6. Where:

- you fail to provide promptly Customer Information that we reasonably requested, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
- we may:
  - a. be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to terminate our relationship with you;
  - b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
  - c. block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

## 2. DATA PROTECTION

Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

### **3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY**

- 3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (“Financial Crime Risk Management Activity”).

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.

- 3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of the HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

### **4. TAX COMPLIANCE**

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or Connected Person’s place of domicile, residence, citizenship

or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

### **5. MISCELLANEOUS**

- 5.1. In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- 5.2. If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

### **6. SURVIVAL UPON TERMINATION**

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.

**CONFORME:**

FOR AND IN BEHALF OF THE COMPANY, I/WE HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS AND HEREBY CONSENT TO, AGREE ON AND ACCEPT AND ACKNOWLEDGE SUCH TERMS AND CONDITIONS FOR OURSELVES AND AS AGENT FOR AND ON BEHALF OF THE COMPANY'S CONNECTED PERSONS BY SIGNING BELOW.

I/WE CONFIRM THAT A COPY OF THE DULY SIGNED TERMS AND CONDITIONS WILL BE RETAINED IN OUR RECORDS.

COMPANY NAME

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\_\_\_\_\_

SIGNATURE OVER PRINTED NAME & DATE

COMPANY NAME

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SIGNATURE OVER PRINTED NAME & DATE

COMPANY NAME

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SIGNATURE OVER PRINTED NAME & DATE

This must be signed in accordance with the mandate.