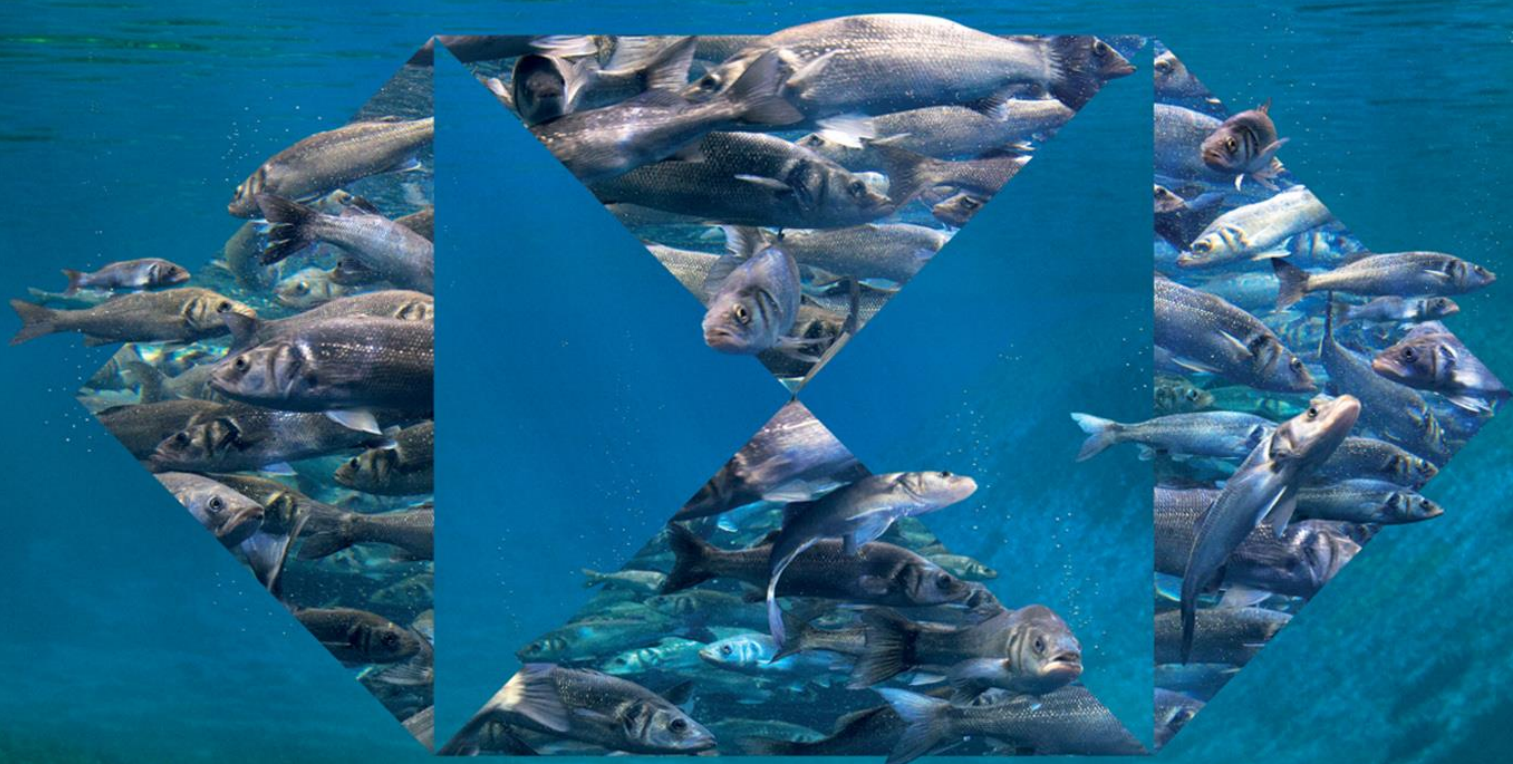


# Credit Card Cardholder Agreement

## Terms and conditions



**This Agreement applies to Visa and MasterCard Credit Cards issued by The Hongkong and Shanghai Banking Corporation Limited, Mauritius Branch, referred to as the 'Bank'.**

**IMPORTANT.** Before you use your Card, please read this Agreement carefully. By accepting your Card, you will be taken to have accepted the terms and conditions set out in this Agreement and will be bound by them.

## **SECTION 1**

### **1. The Card**

- a. The Card is the property of the Bank and will be returned to the Bank immediately upon the Bank's request. You will be liable to prosecution in case you continue to make use of your Card after such demand.
- b. The Bank may in its absolute discretion and without prior notice and reason withdraw, at any time, your right to use the Card and may refuse any request for authorisation for any card transaction.
- c. The Card will be accepted only at merchants and ATMs displaying the Visa and/or MasterCard logos.

### **2. Your responsibility**

- a. You are responsible for the use of credit card facilities granted by us and all Card Transactions (including Cash Advance), whether or not you sign a sales slip and whether or not effected voluntarily, including all related fees and charges. You remain liable notwithstanding the termination of your Card or this Agreement.
- b. You agree that any new Card or reissued Card will be sent to your statement address via Secured Postal service and is deemed to have been received by you in good order when you sign the Acknowledgement of Letter. We will not incur any liability to you or be responsible for any loss or damage caused if the Card is not in fact so received or otherwise in connection with the despatch or delivery of the Card by Secured Postal Service.
- c. We will maintain an account in respect of the Card to which the value of all purchases of goods and services, of all cash advances effected by use of the Card ("Card Transactions") and of all the fees and charges will be debited.
- d. Your failure to sign any sales voucher whether or not required will not relieve you from any liability to us.
- e. You should not transfer your Card or PIN or allow any other person to use your Card or PIN. You should safeguard your Card and PIN and keep it under your personal control.
- f. To protect your interest, you should take appropriate security measures including the following:
  - (i) sign your Card as soon as you receive it;
  - (ii) keep your Card in a secure place and treat it with care as if it were cash;
  - (iii) remember to take your Card from the ATM after use;
  - (iv) make sure your Card is returned to you promptly after a Card Transaction;
  - (v) when you receive your PIN, memorise the PIN and destroy the PIN notification;
  - (vi) make sure the PIN is protected from view by any other person when you use it in the presence of others;
  - (vii) change the PIN regularly;
  - (viii) if the PIN is or may have been seen by any other person, change it immediately;
  - (ix) DO NOT write down or keep the PIN on or close to your Card. You should disguise any record of the PIN;
  - (x) DO NOT choose obvious numbers for the PIN (date of birth, telephone number or other easily accessible personal information);
  - (xi) DO NOT use the same PIN for other services or purposes (such as connecting to the Internet or accessing other websites);
  - (xii) DO NOT allow any other person to use your Card or PIN;
  - (xiii) make sure only one sales slip is imprinted for each Card Transaction; and
  - (xiv) keep the customer copy of each sales slip and check it against your Card statement.

- g. You should make sure you sign each sales slip with the signature provided by you to us in relation to use of your Card.
- h. You should report any loss, theft, disclosure or unauthorised use of your Card or PIN in accordance with Clause 10.
- i. If you are a primary Card holder, you should ensure that each Supplementary Cardholder uses and handles his Card and related matters in accordance with this Agreement.

### **3. Credit Limit assignment and review**

- a. Your Card carries a credit limit on the amount of purchase and cash advance. Please refer to your Card statement for the applicable credit limit on that Card. You are required to comply with the credit limit on your Card.
- b. You will be responsible for all credit card facilities granted by us in respect of the Card and for all related charges hereunder, notwithstanding the termination of this agreement.
- c. We assign a credit limit to the Card account which must be strictly observed. You may however apply for a review of your credit limit after 6 months following issuance of card(s). You will be responsible in the event the credit limit is exceeded as a result of the Card usage for transactions under the merchant floor limit.
- d. In computing whether the credit limit has been exceeded we will take into account the amount of any card transactions not yet debited to the Card account and of any authorization given by us to a third party in respect of a prospective card.
- e. We may reject Card Transactions in excess of the assigned credit limit but may also, at our discretion without notice to you, allow a Card Transaction even if the assigned credit limit is exceeded. You will be liable for the Card Transactions in excess of the assigned credit limit subject to the provisions of this Agreement.
- f. As expatriate/(s), you acknowledge that HSBC is providing you with the credit card facility on the basis of your employment and residential status in Mauritius and that the bank reserves the right to cancel and claim full repayment of the facility when you relocates outside Mauritius and/or contact is lost with you.

### **4. Cash advance and card transactions**

- a. You can draw a cash advance at one of our counters or at an ATM. The withdrawal limit for cash advance transactions is a proportion of your credit limit and can change from time to time. Such changes will be communicated to you.
- b. We are not responsible for any merchant's refusal to accept your Card. We are also not responsible for any goods or services supplied to you by any merchant. Your obligation to us under this Agreement is not affected and will not be relieved or reduced by any claim made by you against a merchant. You are responsible for resolving any dispute arising between you and a merchant.

### **5. Billing and payment**

- a. We will normally provide you with a card statement each month with the following and other details:
  - (i) the total amount outstanding on your Card Account ("Total Outstanding");
  - (ii) the minimum amount of the Statement Balance ("Minimum Payment Due") to be paid;
  - (iii) such part of the Minimum Payment Due that must be paid immediately and the date by which the remaining payment must be paid ("Payment Due Date").
- b. The minimum payment due is the minimum amount you are required to pay to avoid late payment. The minimum payment due is calculated as follows:
  - (i) 5% of the Total Outstanding or Mauritian Rupees 100 (MUR 100) whichever is greater.
  - (ii) If your statement shows an amount overlimit, then the total minimum payment due is 5% of the Total Outstanding together with the amount by which the Total Outstanding exceeds the credit limit.
  - (iii) If your statement shows an amount past due, then the total minimum payment due is 5% of Total Outstanding plus the amount past due.

The total minimum payment due =5% of Total Outstanding + Past due amount (if any) + Overlimit amount (if any) and Late and Overlimit fees (if any).

- c. We reserve the right to apply funds transferred or credited to your Card Account in any other order as we consider appropriate without prior notice to you.
- d. Transactions in foreign currency effected by the means of the Card shall be converted into the Mauritian Rupee equivalent at an exchange rate that will be determined by us by reference to the exchange rate adopted by Visa or MasterCard Worldwide (as applicable) on the date of conversion including a conversion fee.
- e. If you will be away from Mauritius for more than one month, you should make arrangement as appropriate to settle the Card Account and advise such instructions to the Bank's Contact Centre (18, Cybercity, Ebene) prior to your departure.
- f. You should notify our Contact Centre of any transaction shown in any card statement that was not authorised by you within 30 days of the date of the statement. If you do not report within the specified period, the transactions shown on the statement will be considered as authorised by you.
- g. Please note that funds will only be available on the next day for cash payment or transfer from account effected on credit card at any HSBC (Mauritius) Branch or HSBC ATM. For cheque payments, the funds will be available only after cheque has been cleared.

## **6. Fees and Charges**

- a. By accepting these terms and conditions, you agree to pay an annual fee for the Card and for any additional card(s) at a rate to be determined by us and you will be notified from time to time. A detailed schedule of fees, interest and other charges associated with the Card and its use will be made available on request at any of the Bank's branches and from the Contact Centre. These are also available on the bank's website. Fees will be debited to the Card account when due and are not refundable.
- b. If we receive payment of the Total Outstanding Balance (including all fees, charges, costs and expenses in connection with Card Transactions) in full on or before the Payment Due Date, you do not have to pay any finance charge or late charge on that Total Outstanding Balance. Depending on the type of your Card, you may enjoy an interest-free period of up to 53 days on purchase transactions charged to your Card.
- c. A cash advance fee will be charged for cash advances and finance charge will be levied at the current monthly rate from the date the cash advance is effected until it is fully paid.
- d. Casino, other betting and payments at financial institution (also referred to as quasi cash) transactions will bear finance charge at the current monthly rate from the date the quasi cash transaction is effected until it is fully paid.
- e. Finance charges will not be levied if the payment of the whole of the total outstanding is received and cleared by the Bank on or before the payment due date except cash advance for which a finance charge will be levied at the current monthly rate from the date the cash advance is effected until it is fully paid. All cheques received by us shall be subject to clearing before the funds are available.
- f. A finance charge (Interest) will be applied and billed to your card account if the full amount billed (100%) is not repaid on the payment due date. The finance charge is calculated on the average daily balance over the statement period and is billed in the next statement. The finance charge will accrue on a daily basis from the transaction/s date/s until it/they is/are fully repaid. All new transactions will also attract the current monthly finance charge as from date of transaction. All payments made after the payment due date will attract a late payment fee with finance charge.
- g. You will be charged and your card account debited, for a handling fee of MUR100 or such other sum as we may impose from time to time if any cheque or other payment order issued or presented is not honoured for payment for any reason whatsoever. This charge will be in addition to any postage charges that may be charged by us.
- h. We are entitled, at our entire discretion, to debit any deposit account held by you in the event your Card account is overdrawn. All overlimit account will attract an overlimit fee which will be charged to the card account immediately. In the event the card account remains overlimit 21 days after the statement date, an additional overlimit fee will be charged.

- i. If you fail to pay the minimum payment due by the payment due date, a late payment fee will be charged to the Card account.
- j. A retrieval fee for the photocopy of sales drafts will be debited to the Card account at a rate which will be determined by us from time to time.
- k. We may by notice to you in any way it deems suitable modify these fees and charges from time to time.

## **7. Supplementary Cards**

- a. The Bank may issue a supplementary card at the joint request of the Cardholder and the supplementary Cardholder.
- b. Both the primary Cardholder and the supplementary Cardholder will be jointly and severally (conjointement et solidairement) liable for use of the Card and of the supplementary card whether their Card accounts are combined or separated.
- c. A supplementary Cardholder will be responsible for the use of his supplementary Card and be bound by the terms and conditions of this Agreement.
- d. We have full discretion in recovering indebtedness (including all fees and charges) incurred by a Supplementary Cardholder from the primary Card holder or that Supplementary Cardholder or both.

## **8. Use of ATM machines and PIN**

Where a facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at Automated Teller Machines ("ATMs"), terminals or otherwise, the use of such facility will be subject to the Bank's ATMs Terms and Conditions a copy of which is available upon request from any branch of the Bank in addition to these Terms and Conditions.

## **9. Use of HSBC's Contactless Credit Cards**

- a. Your Contactless Credit Card can be used to carry out Card Transactions at all applicable Point-of-Sale terminals.
- b. As an additional usage avenue for your convenience, you may use your Contactless Credit Card to effect Card Transactions at applicable Contactless Point-of-Sale card readers, which allow the execution of Card Transactions, by tapping or waving the Card against the reader on a contactless basis ("Contactless Transactions"). Said Contactless Transactions do not require any signature, PIN or other authentication on your part.
- c. Any usage of your Contactless Credit Card at any Contactless card reader, if permitted by the Bank, shall be subject to such terms and conditions as the Bank and Visa/MasterCard may set from time to time.

## **10. Termination**

### **Termination by you**

- a. You may, at any time, terminate this agreement by giving us written notice, subject to the immediate payment or settlement of any and all obligations incurred in connection with the issuance of the Card.
- b. If your Card is the primary Card, your notice of termination will terminate your Card and all supplementary cards at the same time and all those Cards should be returned to us with the termination notice.
- c. You or the supplementary Cardholder may terminate this agreement by giving us written notice, accompanied by the return of that supplementary Card.
- d. You should return to us the Card(s) cut in half, with the magnetic stripe destroyed in the process.

- e. Termination of your Card does not automatically terminate or transfer any auto payment arrangement, direct debit arrangement, regular payment arrangement, instalment plan or other standing arrangement that you set up or authorised in relation to your Card, before its termination. If you wish to terminate or modify any such arrangement, you should make necessary arrangements with the responsible merchant or party.

### **Termination by us**

f. We may, at our exclusive option and without giving any reason and/or prior notice to you, restrain, suspend, cancel and withdraw or terminate the Card issued and/or its privileges at any time for whatever reason including but not limited to your default, non-payment, financial incapacity, change in personal and/or economic circumstance, change in residency status or country or territory of stay, failure to provide additional documents requested by HSBC, misrepresentation or fraud. In such cases, any outstanding credit availed as of the time of the restraint/suspension/termination shall be considered due and demandable without need of notice to you.

g. We, at our sole discretion, may initiate collection from you of the closing balance and all unposted availments in full. If collection of any unpaid or past due amount is referred to/enforced through court action, you agree to pay the actual amount of attorney's fees, expenses of collection and costs of suit, in addition to whatever damages that may be suffered or incurred by the Bank. You agree to hold the Bank free and harmless from any claim for damages arising from such restraint, termination, withholding or suspension. Continued use of the Card after termination or cancellation or non-issuance of replacement Card by the Bank is deemed fraudulent. The Bank reserves the right, at its sole and absolute discretion, to restore the Card and/or its privileges, whether or not the circumstances giving rise to the restraint, suspension, cancellation, withdrawal or termination have ceased or have been rectified.

h. The Card shall be terminated by the Bank without prior notice upon your death, bankruptcy, or insolvency or when your whereabouts become unknown to the Bank. Upon the termination of your Card, the entire outstanding balance on your Card Account together with the amount of any Card Transactions effected but not yet charged to your Card Account will become immediately due and payable to us in full. You and/or Your estate are required to pay all outstanding amounts to the Bank, notwithstanding the termination of your Card or your bankruptcy or death, including any regular payments under arrangements, which were set up or authorised by you before the termination of your Card (notwithstanding that such payments are debited to your Card Account afterwards). The Bank is entitled to continue to charge finance charges on any outstanding amount (including any costs and expenses incurred by the Bank) until the Bank receives payment in full. You and/or your estate shall keep us indemnified for all costs and expenses, including legal fees and charges, incurred in recovering and paying off such outstanding balances and obligations.

i. In the event that any of your funds are held by us, the Bank reserves the right to retain such funds for the period of at least 45 days following the Card being cancelled or terminated and returned to the Bank and the Card Account closed. If there are unpaid obligations under the Card, you authorise the Bank to automatically apply said funds to the settlement of the unpaid obligations. The Bank is not precluded from availing of other remedies in case the funds are insufficient to settle the said obligation. You are liable for any Card Transactions purchased using your Card until the Card has been returned to us. If you are the primary Cardholder, you are liable for any Card Transactions effected by your supplementary Cardholder (including purchases or transactions through auto payment arrangement or other means of payment) until the supplementary Card has been returned to the Bank or until the Bank is able to implement the procedures, which apply to lost Card, if you so request.

### **11. Loss, theft or misuse of your Card or PIN**

- a. The loss or theft of the Card should be reported immediately upon discovery of loss by telephone, to the Bank's Contact Centre or any HSBC Branch and in writing to the police (or, if overseas, to any member of Visa /Master Card). In any case the telephone message shall be notified in writing by you or your attorney. You will be liable for all amounts debited to the Card account as a result of the unauthorised use of a Card until confirmation of its loss or theft has been received in writing by us or a member of Visa/MasterCard. In the event you recover the lost or stolen Card(s) you shall return the recovered Card(s) to us immediately.
- b. You will give us all the information in your possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by us to assist the recovery of a missing Card.

- c. We will be under no obligation to issue a replacement Card to you following its loss or theft. Any replacement Card will be subject to a handling fee and shall be issued where the Bank so determines, on the same Terms and Conditions as the original Card.
- d. Should you keep the PIN with the Card or with anything usually kept with Card, you will be deemed guilty of negligence and held liable for transactions performed with the Card and PIN.

## **12. Cardholder's particulars**

- a. You will notify the Bank's Contact Center promptly in writing of any changes in employment and/or in your official or residential address (proof of address required e.g latest Utility bill)
- b. Any notice or correspondence given to you by post shall be delivered to the latest address provided by you to us in writing together with submission of satisfactory proof of address as required by us.

## **13. Exemption and exclusion**

- a. We accept no responsibility for the refusal of any merchant establishment to honour or accept the card, or to extend credit facilities including cash advances to the full and authorised credit limit.
- b. We shall not be liable for any defect or deficiency in the goods and/or services rendered or purchased by the use of the Card or Card Number. We shall not be responsible for statements, words, pictures or other representations made or contained in any advertisements, books, magazines, periodicals, mail order forms, brochures or other documents in which goods and/or services are offered for sale or consumption. Complaints against the merchant should be resolved by you with the merchant establishment and no claim by you against the merchant establishment will relieve yourself from any obligation to the bank hereunder.
- c. We will not be liable in anyway to you for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in any ATM machine or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything of cause, whether beyond our control or otherwise.
- d. If we are unable to send a monthly statement, your liability shall continue and for the purpose of calculating interest or establishing the date on which payment is due we may select a date each month as the statement date.
- e. We will be entitled to honour any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed.
- f. You agree that our records and the statement of the account of all transactions shall be conclusive and binding on you for all purposes.

## **14. Legal actions**

You will be liable for prosecution for any improper or fraudulent use of the card. If for any reason, you fail to comply with the Terms and Conditions of this agreement, we may commence legal action against you in the country and region of issue of the Card. You will be responsible for any charges and fees leading to and arising from the legal action including legal costs on the indemnity basis as between attorney and client and the commission of the ten per cent payable to the attorney in charge of the collection of any amount due. In an action before any court for the recovery of any sum due in connection with the use of the credit card, the documents relating to the transactions effected therewith or certified copies thereof shall be conclusive and irrefutable evidence of the said transactions.

You will be bound by the documentary evidence produced by you to us on the date the credit card application is submitted and in the event that during the course of the contract, there are indications/suspicious/proof that the documents provided by you to us have been manipulated/forged at source, we may without prejudice, reserve the right to resort to legal action against the customer for forgery with intent to embezzle.

## **15. Variation of terms**

We reserve the right to alter these terms and conditions (including without limitation to revise fees and charges imposed) from time to time upon notification to yourself in any manner as we think fit (including without limitation by publication of such alteration in such places as we deem appropriate) at least 30 days prior to the effective date of the alteration. You will be deemed to have accepted without reservation such alteration upon using the Card after the date on which the same is to take effect. The latest fees and charges are available on [www.hsbc.co.mu](http://www.hsbc.co.mu)

## **16. Disclosure of information**

You authorize us to disclose to such persons / Financial institutions / Commercial Banks information concerning yourself or the Card accounts we deem appropriate, necessary or desirable in connection with the provision of the services and the enforcement of any rights and/or the performance of any obligations arising in respect of the Card Account.

We shall be entitled, should it deem necessary, to pass on to any Commercial Bank, financial institution or merchant any information relative to you in case of improper or fraudulent use of the Card by yourself, or in order to facilitate the recovery of same in case of loss or theft.

You irrevocably agree that we may transfer or subcontract the provision of any part, of the services provided to you to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. We shall remain liable to you for any recoverable loss or damage incurred or suffered by you as a result of the negligence, breach or default, of any such third party, and will require any such third party to maintain the confidentiality of any such information to the same extent as us.

We may record, exchange, analyse and use relevant information about you and your relationships with any HSBC Group office (including the nature of your transactions) for credit assessment, customer service, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf.

The account is confidential, but should it be necessary to disclose any particulars of same in terms of the law or of an order of a Judge or of a Court, we will have no alternative but to do so. In such a case, wherever permissible by law, we will endeavour to keep you informed of same.

## **17. Right of set-off**

In addition to any general right of set-off or other rights conferred by law or under any other agreement, we may, without notice, combine or consolidate the outstanding balance on the Card account with any other account(s) which you maintain with us and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the your liability to us under this agreement.

## **18. Effect of this agreement**

- a. Notwithstanding the termination of this Agreement, all provisions contained herein shall continue to have full force and effect against you with respect to any Card transactions entered into and your liabilities incurred hereunder.
- b. Each of these terms and conditions shall be severable and distinct from one another and if at any time any one or more of such terms and conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in anyway be affected thereby.
- c. This agreement supersedes any similar agreement us in connection with the issue or use of Card(s), such agreement being hereby cancelled.



## 19. Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Mauritius.

### Definitions

“**Supplementary Cardholder**” means any and each person to whom we issue a supplementary Card.

“**Agreement**” means this Credit Card Cardholder Agreement, as in force from time to time.

“**Card**” means Credit cards issued by The Hongkong and Shanghai Banking Corporation Limited, Mauritius Branch, from time to time.

“**Card Account**” means the account established in respect of a Card for recording Card Transactions and other items.

“**Card Transaction**” means each transaction (including a cash advance) effected by using your Card or PIN.

“**Cash Advance**” means each cash withdrawal from your Card Account including withdrawal of any funds standing in the credit of your Card Account.

“**PIN**” means personal identification number to enable you to obtain or access cash advance, ATM service, internet banking service, or any other service, function or facility with a Card.

“**we, us, our, the Bank**” means The Hongkong and Shanghai Banking Corporation Limited.

“**you or your**” means the person to whom we issue a Card (whether a primary Card or a supplementary Card).

## SECTION 2

### DEFINITIONS

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, 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”, “us” and “the Bank”** refer to **The Hongkong and Shanghai Banking Corporation Limited**

**“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 relating to an individual [(and corporate entities, in those countries and regions where data privacy law applies to corporates),] from which they can be identified.

**“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 Mauritius or foreign tax, revenue or monetary authorities (for example, Mauritius Revenue Authority).

“**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 for any of the following reasons:

- ◆ 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 publically 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,
- d. conducting credit checks and obtaining or providing credit references,
- e. enforcing or defending our rights, or those of a member of the HSBC Group,
- f. 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),
- g. maintaining our overall relationship with you (including [if you agree] 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 or as required by laws and regulations;
- 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;]
- j. 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.

## YOUR 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**

**2.1** 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.

**2.2** [Under relevant data protection legislation, you have the right to request copies of certain categories of Personal Data which may be held.

## **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 and regions 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.

**5.3** You may submit your complaints to us in person at our branches, at our complaints counter, by telephone, letter or email. A copy of our complaints policy is available on our website.

## **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.

