

# Personal Accounts General Terms and Conditions

(Revised in 2017)

## IMPORTANT NOTICE

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Dear Customers:

This document includes the Personal Accounts General Terms and Conditions of the Bank that are applicable to all personal Customers who open or maintain Accounts with the Bank or receive Services provided by the Bank.

Please read this document carefully and pay particular attention to the provisions that are bolded and/or underlined. If you have any queries or disagreements, please promptly seek explanation from the Bank. You may contact the Bank by visiting relevant branches or sub-branches or by calling the Bank's hotline. You may also visit the Bank's official website [www.hsbc.com.cn](http://www.hsbc.com.cn) or the official WeChat account “汇丰中国客户服务” (WeChat number: HSBCeBanking) to enquire the nearby branches or sub-branches, or other contact information of the Bank suitable for you. By accepting these Personal Account General Terms and Conditions, you shall be deemed to have clearly understood and agreed to be bound by these Personal Account General Terms and Conditions.

Opening or maintaining of Accounts with the Bank and receiving Services provided by the Bank shall be simultaneously subject to the Bank's General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) (as may be issued, updated and revised from time to time) and any other terms and conditions (if any). Please ensure that you read and understand those documents and terms and conditions in conjunction with this document.

# Catalog

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1. Definitions and Interpretation	2
2. Accounts and Services	3
3. Customer Instruction and Identity Verification	5
4. Protection of Customer Rights	7
5. Right of Set-off and Return of Unjustified Enrichment	8
6. Tiers and Service Features	8
7. Charge	11
8. International Emergency Services	11
9. Customer Information and Its Update	13
10. Notice and Communication	13
11. Miscellaneous	14

These Personal Accounts General Terms and Conditions (these “**Terms and Conditions**”, including any amendments and updates from time to time) shall apply to any Account opened and maintained by any personal Customer with the Bank and any Service provided by the Bank to any personal Customer. Both the Customers and the Bank shall be abided by and comply with these Terms and Conditions. The Accounts opened by the Customers with the Bank and the Services received by the Customers from the Bank shall also be subject to Bank’s General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) (as may be issued, updated and revised from time to time). In addition, the Bank may with the Customer from time to time agree other specific terms and conditions to any specific Account opened and maintained by any Customer with the Bank or any specific Service provided by the Bank to any Customer. To the extent there is any inconsistency between these Terms and Conditions with the General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders), in respect of the matters relating to these Terms and Conditions, these Terms and Conditions shall prevail except for clause 2 of the General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders). To the extent there is any inconsistency between these Terms and Conditions and other specific terms and conditions, the specific terms and conditions shall prevail in respect of the specific Accounts and Services relating to the specific terms and conditions. Unless otherwise expressly provided, the specific terms and conditions, the General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) and these Terms and Conditions shall constitute an entire agreement between the Bank and the Customer in respect of specific Accounts and Services.

## 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, capitalised terms shall have the following meanings, unless the context otherwise requires:
- a) “**Account(s)**” means each of the savings account, settlement account, and any other accounts opened or to be opened by the Customer with the Bank.
  - b) “**Bank**” means HSBC Bank (China) Company Limited (including each of its branches) and its successors and assigns.
  - c) “**Customer(s)**” means the person who opens or holds an Account and to whom the Bank has made Services available. Where there is more than one such person, references to the “Customer(s)” shall be construed, as the context requires, to any, all or each of them.
  - d) “**Service(s)**” means any banking product or banking service provided by the Bank to Customers and/or any business or transaction Customers do with the Bank.
  - e) “**Service Feature(s)**” means the Services and related rewards, benefits, privileges and the likes that a Customer is able to enjoy under and / or in connection with a Tier.
  - f) “**HSBC Group**” or “**Group**” means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually).
  - g) “**Personal Banking**” is one of the Tiers made available by the Bank to eligible Customers.
  - h) “**HSBC Advance**” is one of the Tiers made available by the Bank to eligible Customers.
  - i) “**HSBC Premier**” is one of the Tiers made available by the Bank to eligible Customers.
  - j) “**Personal Information**” means any information relating to an individual from which the individual can be identified, including, without limitation, sensitive personal data, name(s), gender, identity information, residential address(es), contact information,

age, date of birth, place of birth, nationality, citizenship, personal and marital status, occupation information, income and asset information, account information, credit information, transaction information, and information derived from processing and/or analysing of personal information.

- k) “**Tier**” means a tier designated by the Bank and allocated to a Customer which allows the Customer to enjoy certain Service Features.
- l) “**Indebtedness**” means including any and all sums payable howsoever arising, including without limitation, principal, interest, default interest, penalty interest, liquidated damages, fees (including legal fees), charges, costs, expenses, losses and damages.
- m) “**PRC**” means the People’s Republic of China (which, solely for the purpose of these Terms and Conditions, does not include Hong Kong Special Administrative Region, Macao Special Administrative Region or Taiwan region)
- n) “**Laws and Regulations**” mean all applicable laws, regulations, rules, judgments, decrees, and orders, directives, injunctions, requirements, guides and codes of conduct issued or released by any Authorities, agreement between the HSBC Group or the Bank and any Authorities, or agreement or treaty between Authorities and applicable to the Bank or the HSBC Group.
- o) “**Authorities**” mean People’s Bank of China, State Administration of Foreign Exchange, China Banking Regulatory Commission and their agencies or branches, and/or any other legislative, judicial, administrative, public administrative, quasi-governmental or self-regulatory organizations, agencies or departments with the power or authority of regulation or supervision to or jurisdiction over HSBC Group, the Bank, any action of the Bank or Customers.

1.2 Headings in these Terms and Conditions are for ease of reference only and do not affect the interpretation of these Terms and Conditions.

## 2. Accounts and Services

- 2.1 The Bank shall provide Accounts and Services to the Customers in accordance with the provisions of the applicable Laws and Regulations, the regulatory requirements of the relevant Authorities, these Terms and Conditions and any other terms and conditions applicable to the relevant Account and/or Service of the Bank. Any operation of any Account by any Customer and any use of any Service by any Customer shall always be subject to then prevailing Laws and Regulations and the regulatory requirements of the relevant Authorities. Customer shall not use any Account or Service to engage in any activities that would contravene the Laws and Regulations or regulatory requirements of relevant Authorities. In case of discrepancies between these Terms and Conditions and applicable Laws and Regulations or the regulatory requirements of Authorities, the latter shall prevail.
- 2.2 Customers may apply to the Bank for opening of an Account or using of a Service in a method acceptable to the Bank from time to time. **The Bank has the discretion to determine whether to accept a Customer’s application based on the actual merits (including without limitation the Bank’s own business and risk management requirements, the Customer’s credit status etc.). The Customer understands that the Bank is not obligated to accept his/her application.**
- 2.3 The Bank may send invitations to the Customers proactively inviting them to use the Services provided by the Bank. The Customers shall be deemed to have accepted the Bank’s invitation to use the relevant Services if they make certain response in conformity with the invitation.

- 2.4 For the purpose of opening and maintaining Accounts with the Bank and/or using the Services provided by the Bank, the Customer shall
- (a) provide the information, certificates, materials and/or documents required by the Bank and/or the competent Authorities from time to time;
  - (b) cooperate or procure the cooperation of customer due diligence required by the Bank or the competent Authorities from time to time;
  - (c) complete or confirm the application materials and/or other forms and documents required by the Bank or the competent Authorities from time to time;
  - (d) accept the terms and conditions imposed by the Bank and the competent Authorities in relation to the applicable Accounts or Services from time to time.
- 2.5 The Customer shall open the Account on a real name basis and the Customer confirms that he/she is receiving the Services and holding the Accounts for himself/herself as a principal (instead of as an agent).
- 2.6 Unless otherwise specified by the Bank, all Services are provided by, and all Accounts are maintained with, the Bank. Where any Services are to be provided by or Accounts maintained with any third party (including but not limited to any other member of HSBC Group), the Customer may be required to accept specific terms and conditions and sign relevant documents designated by such third party.
- 2.7 **To the extent permitted by the applicable Laws and Regulations, the Bank shall be entitled to do all or any of the followings without prior notice:**
- (a) **introducing new Accounts, new Services or new Service Features;**
  - (b) **varying, suspending or withdrawing any existing Account, Service or Service Features; or**
  - (c) **specifying or varying the scope of and extent of the existing Accounts, Services or Service Features,**
- 2.8 **The Customer understands and agrees that the Bank shall be entitled to impose restrictions or attach conditions to the Accounts and operations thereof (including without limitation with respect to the depositing and withdrawal of the funds in the Accounts) and the use of any Service in order for the Bank to comply with any Laws and Regulations or regulatory requirements of any relevant Authorities, or otherwise for the purpose of preventing or managing financial crime risk, fraud risk or any other risks, or for the purpose of implementing any compliance or risk management system or policy of the Bank or HSBC Group.**
- 2.9 **In respect of any specific Account or Service, the Bank shall have the discretion to decide from time to time the minimum and/or maximum amount, quantity, frequency, duration and etc. in any transaction for any Customer.**
- 2.10 **When the Customer makes any withdrawal or the Bank is required to pay any amount to the Customer under any Account or Service, the Bank may, to the extent not violating any applicable Laws and Regulations and regulatory requirement of any Authorities, decide at its sole discretion, pay by cash, account transfer, issuance of bank notes or by one or more other payment methods. If different currencies are involved, the Bank may determine the applicable exchange rate in a commercially reasonable manner.**
- 2.11 **Without prejudice to any other right enjoyed by the Bank, where an Account has been inactive for a period of time as decided by the Bank (please refer to the Bank**

for the applicable periods in respect of the different Account types), the Bank may impose restrictions or conditions for using the Account, including suspending all or part of the operations of the Account. The Customer agrees that the Bank is entitled to close the Account if an Account has been inactive for a period of time as decided by the Bank and the account balance is zero, or if the balance of an Account has been zero for two consecutive months.

- 2.12 Without prejudice to any other right enjoyed by the Bank, the Customer agrees that the Bank may close the Customer's Account and/or terminate all or part of the Service immediately under any of the following circumstances:
- (a) the Bank reasonably suspects that any Account or Service is used for money laundering or other illegal transactions;
  - (b) the Customer breaches the contracts or violates the legal rights and interests of the Bank or the employees of the Bank or the trustees of the Bank;
  - (c) the fact that the Bank provides or continues to provide Accounts or Services will violate or in the reasonable determination of the Bank may violate any applicable Laws and Regulations, regulatory requirements of the Authorities, or any system or policy established by the Bank /HSBC Group in accordance with Laws and Regulations / regulatory requirements of the Authorities; and
  - (d) there occurs any circumstance where the Bank is entitled to or is obligated to close any Account or terminate any Service pursuant to any applicable Laws and Regulations or regulatory requirements of any applicable Authorities.
- 2.13 Unless otherwise required by any Laws and Regulations, the Bank may decide to close any Account and terminate all or part of any Service at its own discretion without having to give a reason and shall not assume any responsibility for doing so. Unless otherwise required by these Terms and Conditions or agreed by the Bank with the Customer, the Bank shall notify the Customer when deciding to close any Account or to terminate all or part of any Services at its own discretion in accordance with this clause 2.13.
- 2.14 When the Bank closes any Account or terminates any Service in accordance with these Terms and Conditions, the Customer shall provide any necessary assistance in accordance with the notice or requirements of the Bank, including but not limited to immediate paying any Indebtedness owed to the Bank, returning all assets belonging to the Bank (such as bank cards, internet banking security device, unused checks etc.), and receiving balance of the closed Account (if any). The closure of the Account and/or the termination of the Services by the Customer or the Bank shall not release or in any way affect any Indebtedness or other liabilities of the Customer already existed or incurred before such closure or termination.

### 3. Customer Instruction and Identity Verification

- 3.1 The Customer shall give instructions to the Bank in the manners acceptable to the Bank and according to the procedures and requirements provided by the Bank. The Bank only accepts valid Customer instructions which are reasonable and operable in the opinion of the Bank.
- 3.2 Unless otherwise agreed by the Bank in writing or provided hereunder, the Bank only accepts the instructions given by the Customer himself/herself. The Customer shall be liable for any instructions given by his/her authorized representative where

**he/she gives such authorization. The Customer authorizes the Bank to execute any instruction given by himself/herself or given upon his/her authorization, or deemed as given by himself/herself or upon his/her authorization in the reasonable opinion of the Bank and agrees to be bound by such instructions and accepts any results rendered by the Bank's execution of such instructions.**

- 3.3 The Customer understands that once the Customer's instructions are served to the Bank, the Bank may have already begun to execute the Customer's instructions or prepared for the execution of the Customer's instructions, and the Customer may not be able to revoke or change the instructions served to the Bank. **The Customer agrees that the Bank is not obliged to execute any instruction to cancel or change the earlier instructions. The Bank is not liable for any loss or expense arising from or in connection with the execution of earlier instructions.**
- 3.4 The Bank will execute the instructions as soon as reasonably practicable after receipt of valid Customer's instructions. **Under any of the following circumstances, the Bank is entitled to refuse to execute or stop the execution of the instructions without prior notice to the Customer and the Bank shall not be liable for the refusal or stop of executing the instructions:**
- (a) **The instruction is not given in a form or manner acceptable to the Bank;**
  - (b) **The Bank considers or suspects in good faith that the instruction is not given or authorized by the Customer;**
  - (c) **The Bank reasonably believes that the instruction is unclear, ambiguous, or conflicting with other instructions (such as instructions of other joint Account holders) or amount limit, time limit or other restrictions of relevant Accounts or Service;**
  - (d) **The fund in the Customer's Account is not sufficient to pay relevant monies or fees, or the Bank fails to execute such instruction in light of the prevailing market conditions or for any other reason out of the Bank's reasonable control;**
  - (e) **In the reasonable opinion of the Bank the instruction contravenes any provisions of any applicable Laws and Regulations, the requirements of the Authorities, these Terms and Conditions or any other agreement between the Bank and the Customer; or**
  - (f) **The Bank's execution or continuous execution of the Customer's instructions will violate or in the reasonable opinion of the Bank may violate any provision of any applicable Laws and Regulations, the requirement of the Authorities, or the system or policy established by the Bank / HSBC Group in accordance with the Laws and Regulations or the requirements of the Authorities.**

**If there occurs any of the circumstances described in paragraph (a), (b) or (c) above, the Bank may, but is not obligated to, reasonably require the Customer to cooperate to re-issue, verify, confirm, supplement or clarify the relevant instructions, and the Customer shall so cooperate. The Customer understands that the Bank is entitled to take above measures for the purpose of transaction safety, and agrees and accepts any inconvenience or delay that may cause.**

- 3.5 The Bank is entitled to verify the identity of the Customer for the purpose of accepting and executing the Customer's instructions and / or for any other purpose. The Customer agrees to cooperate with the Bank to complete the identity verification.
- 3.6 The Bank may adopt different Customer identity verification methods depending on different Customers, different Accounts or Services or different Service channels or different



ways in which the Customer instructions are received. The Bank may use one or more methods to verify the identity of a Customer, including but not limited to identifying, verifying, checking the Customer's signatures or seals, the Customer's personal identification documents, the Customer's Personal Information (including but not limited to name, identity document number, mailing address, e-mail, mobile phone number, fixed telephone number, fax number), digital certificate, security device or other equipment provided by the Bank, Customer Account number and other Account information, Bank card and its card number, expiry date, CVV2 code, user name, login name, security question and answer pre-set by the Customer, any password, code, dynamic password, security code, verification code pre-set by the Customer or created or sent via security device, mobile phone, email or other equipment or methods, and/or Customer's biometric features (including but not limited to fingerprints, sounds, facial features), and etc.. **The Bank may from time to time add, delete, or change the identity verification methods. The Customer agrees and confirms that once the identity verification process has been complete, the Bank may reasonably assume, without the need to further obtain any additional written or other confirmation from the Customer, that any operation made or any instructions given shall be reasonably deemed as made or given by the Customer himself / herself which represents his / her own intention, even if such operation or instruction may not actually be made or given by the Customer himself / herself.**

- 3.7 Customer shall keep safe all signatures, seals, passwords, codes, information, documents, devices or other media used for or in connection with identify verification and ensure they are used only in a secured environment. At any time, the Customer shall not disclose to or allow any other person to use such signatures, seals, passwords, codes, information, documents, equipment or other media, and the Customer shall be liable for any loss as the signatures, seals, passwords, verification codes, information, documents, devices or other media are leaking, lost, stolen, or otherwise misused in any manner for the purpose of identity verification or sending instructions to the Bank by other persons.**

## **4. Protection of Customer Rights**

- 4.1 The Bank respects and legally protects the lawful rights of individual Customers.
- 4.2 The Customers shall have the right to choose at their own discretion the Accounts and bank Services suitable to them. Unless otherwise provided by the Laws and Regulations or otherwise agreed between the Bank and the Customer, the Customer is free to choose closure of any Account held by him/her upon duly notifying the Bank.
- 4.3 When opening the Accounts or using the Services, the Customer shall have the right to get information from the Bank about the relevant Account or Services and associated risks.
- 4.4 When opening the Account or using the Services, the Customer shall have the right to know these Terms and Conditions and any other applicable terms and conditions (including tariff applicable to the Accounts and Services). The Bank and its branches keep the above mentioned materials and the Customer may ask for a copy of such materials or check the Bank's website for the latest version of the above mentioned terms and conditions.
- 4.5 The Bank will protect the property safety and information safety of the Customer in accordance with the provisions of the PRC Laws and Regulations, these Terms and Conditions and other applicable terms and conditions.

- 4.6 The Customer is entitled to supervise the service quality of the Bank and lodge complaints or give advices about the service of the Bank. The Customer has the lawful right to demand compensation should the Customer suffer loss caused by the Bank's intention or gross negligence.

## 5. Right of Set-off and Return of Unjustified Enrichment

- 5.1 **Without prejudice and in addition to any right of set-off, lien, or other right by way of security which the Bank and other members of the HSBC Group may have and to the extent permissible by applicable Laws and Regulations, the Bank and HSBC Group may without prior notice use any balance held in any currency in any Account the Customer opened with the Bank or HSBC Group (whether opened in PRC, whether in the name of the Customer solely or jointly with any other person) to set off Indebtedness owed by the Customer to the Bank or HSBC Group, whatsoever whether such Indebtedness is actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise and whether such Indebtedness is owed by the Customer solely or jointly with any other person. Where different currencies are involved, the Bank shall have the right to determine the applicable exchange rate then in a commercially reasonable manner.**
- 5.2 **If Customers hold a joint Account, the Bank may apply all balance in this joint Account towards set-off of any Indebtedness owed by any joint Account holder to the Bank.**
- 5.3 If any amount of money is deposited into the Account by mistake due to error, misconduct or omission on the part of the Bank, the Customer or any other person, the Customer shall not have any right towards such amounts of money or any interests accrued thereon, no matter the channel or the means through which any transaction / operation resulting the wrong deposit is conducted. As soon as the Bank finds the mistake, the Bank shall have the right to revoke / withdraw the mistaken transaction / operation immediately and to deduct such amounts without prior notice to the Customer. If the Customer has withdrawn the amounts of money from the Account, he/she shall promptly return them to the Bank, or otherwise the Bank may, in accordance with clause 5.1, apply any balance in the Customer's Account to set off such amounts.
- 5.4 The rights of the Bank under this clause 5 shall not be affected by the Customer's death or legal incapacity.

## 6. Tiers and Service Features

- 6.1 **The Bank may (but is not obligated) allocate a Tier (e.g. HSBC Global Private Banking, HSBC Premier, HSBC Advance, or Personal Banking) to a Customer and may also vary or revoke a Tier so allocated to the Customer. The allocation, variation or revocation of a Customer Tier will be made by reference to the Bank's designated criteria. These criteria are subject to changes from time to time at the Bank's discretion.** The Bank will provide the latest criteria and relevant details concerning the Tiers if requested.
- 6.2 Different Service Features and Service fees or charges will apply to different Customer Tiers. For Customers within a same Customer Tier, the Service Features and Service fees or charges may still be different depending on the fact whether a Customer meets

the key criteria of that Customer Tier. **The Bank shall have the right to vary the Service Features within each Tier at any time and from time to time.**

- 6.3 **In order to maintain within a Customer Tier and/or enjoy the Service Features of a Customer Tier, a Customer in a particular Customer Tier must meet all the criteria and/or conditions of that Customer Tier as requested by the Bank. Use and enjoyment of the Service Features shall be further subject to any terms and conditions provided by the Bank or HSBC Group in relation to any particular Service. Without prejudice to above clauses, following an allocation or variation of a Tier, it shall be the Customer's sole responsibility to ensure that all the criteria for that Tier are fully satisfied and the terms and conditions set for that Tier and the relevant Service Features are observed. The fulfilment of the criteria in respect of a Tier, or the failure to do so, by a Customer, however, will not in any way affect or prejudice the Bank's overriding right in allocating, varying or cancelling a Tier.**
- 6.4 **If the Bank exercises its discretion to allocate, vary or cancel a Tier, it will announce or notify the Customer of the same using such means as it shall deem reasonable. Correspondingly, all the Service Features that the Customer enjoys will automatically be granted, terminated or otherwise adjusted. Unless the Bank shall decide otherwise, the Bank is not obliged to provide any further announcement or notice in connection therewith.**
- 6.5 Following a variation of the Tier allocated to a Customer, the applicable clauses of these Terms and Conditions and other terms and conditions governing the use of any Service Features terminated as a result of the variation of the Tier shall continue to bind the Customer until all Indebtedness owed by the Customer or obligations borne by the Customer to the Bank with respect to such Services have been fully repaid or fulfilled. All applicable clauses for the new Service Features and other terms and conditions set for the new Service Features by the Bank or another member of the HSBC Group shall immediately become binding on the Customer.
- 6.6 **The Bank shall not be held liable or responsible for any loss or inconvenience caused to a Customer as a result of any allocation or cancellation of a Tier or any variation of the Tier so allocated and this shall include, without limitation, any loss or inconvenience caused to a Customer as a result of any granting, termination or adjustment of any Service Feature in connection therewith.**
- 6.7 Any card or identification issued by the Bank to a Customer to reflect the Tier allocated to the Customer (if applicable) is to facilitate identification of the Customer's Tier only. **Absent of manifest error, at any time the Bank's records shall be conclusive evidence as to the Tier allocated to the Customer.** Any card or identification issued by the Bank is the Bank's property. The Bank is entitled to require the Customer to return or suspend or stop using of certain cards or identifications upon notification.
- 6.8 The cancellation of a Tier shall not in itself affect the use or operation of the Account(s) unless the Bank specifies otherwise.
- 6.9 To keep the status of HSBC Premier, the Customer needs to maintain a combined monthly average balance (calculated on monthly basis) in all Accounts with the Bank equal to or above Premier minimum total relationship balance as determined by the Bank from time to time. **The Bank may at its sole discretion to convert a Customer from HSBC Premier to HSBC Advance / Personal Banking (if applicable) and suspend all the exclusive Premier Services if and when**

- (a) the Customer's monthly average account balance (calculated on monthly basis) is below the Premier minimum total relationship balance for 12 consecutive months;  
or
- (b) the Customer's monthly average account balance (calculated on monthly basis) is below the Premier minimum total relationship balance for 6 months and monthly Service fee is not paid.
- 6.10 To keep the status of HSBC Advance, the Customer needs to maintain a combined monthly average balance (calculated on monthly basis) in all Accounts with the Bank equal to or above Advance minimum total relationship balance as determined by the Bank from time to time. **The Bank may at its sole discretion to convert the Customer from HSBC Advance to Personal Banking (if applicable) and suspend all the exclusive Advance Services if and when**
- (a) the Customer's monthly average account balance (calculated on monthly basis) is below the Advance minimum total relationship balance for 12 consecutive months;  
or
- (b) the Customer's monthly average account balance (calculated on monthly basis) is below the Advance minimum total relationship balance for 6 months and monthly Service fee is not paid.
- 6.11 The Service Features specific to a Tier enjoyable by the Customer of that Tier may include account features, Services Features, rewards, benefits, privileges and the likes offered not only by the Bank but also by other members of the HSBC Group, which may be provided directly by the Bank and such other members of the HSBC Group or third parties designated by them, as the Bank and/or such members shall determine from time to time.
- 6.12 **To facilitate the Bank and other members of the HSBC Group in determining whether or not a Customer is entitled to enjoy certain Service Features offered by them and to enable the Bank and these members of the HSBC Group in providing such Service Features to a Customer where the Customer is eligible to enjoy these Service Features, the Customer authorises the Bank and these HSBC Group members to share Personal Information relating to that Customer. The Customer further authorises the Bank and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information relating to the Customer as they shall consider necessary in connection with their provision of these Service Features, including, without limitation, information relating to the Indebtedness owed by the Customer to the Bank and/or any other member(s) of the HSBC Group.**
- 6.13 Unless the Bank or another member of the HSBC Group determines otherwise, the Service Features relating to a Tier offered to the Customer by other members of the HSBC Group are at all times subject to the Customer maintaining the status under relevant Tier of the Bank (or another member of the HSBC Group, if applicable)
- 6.14 **Where a Service Feature offered by a member of the HSBC Group including the Bank covers the offering of credit facilities, the Customer understands and agrees that any default by him/her 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 Service Features offered by them. This may also result in the Customer 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 the Customer or any other obligations and liabilities (whether new or added) that the Customer is therefore subject to.

## 7. Charge

- 7.1 To the extent not contravening the applicable Laws and Regulations, the Bank may impose service fees, commission charge and/or other charges. The charge criteria are subject to Tariff of Accounts and Services for Personal Customers issued, revised and updated by the Bank from time to time.
- 7.2 Without prejudice to any other rights of the Bank, Premier monthly service fee will be charged from Premier Customer if the combined monthly average account balance falls below the Premier minimum total relationship balance; Advance monthly service fee will be charged from Advance Customer if the combined monthly average account balance falls below the Advance minimum total relationship balance. Premier minimum total relationship balance, Advance minimum total relationship balance, and monthly service fees are subject to the Tariff of Accounts and Services for Personal Customers issued, revised and updated by the Bank from time to time.
- 7.3 Depending on the Services provided, the Bank shall have the right to collect or directly debit from the Customer's Account with the Bank any fees or charges payable by the Customer before, during or after the Service is provided.
- 7.4 The Bank reserves the right to suspend any one or more Account(s) and/or Service(s) if the Customer fails to settle any fee(s) and / or charge(s) payable to the Bank.

## 8. International Emergency Services

### 8.1 HSBC Premier Emergency Services

HSBC Premier Emergency Services mean emergency Services offered to an HSBC Premier Customer from time to time which are provided by the Bank, any other member(s) of the HSBC Group and/or MasterCard® International and their appointed agents / third party service providers.

- (a) Where HSBC Premier Emergency Services are provided to the Customer, the Customer agrees to be bound by the terms and conditions according to which HSBC Premier Emergency Services are provided by MasterCard International;
- (b) The Customer agrees to the transfer and disclosure of any Customer Personal Information which the Bank and/or other HSBC Group members may have from time to time to MasterCard International (as the case may be), their respective agents and third party service providers for the purposes of providing HSBC Premier Emergency Services to the Customer;
- (c) If HSBC Premier Emergency Services are provided by MasterCard International, its agents and third party service providers appointed by MasterCard International, neither the Bank nor any other HSBC Group members shall be liable in any way for any action, claim, loss, damage or liability of whatever nature arising out of any act or omission of MasterCard International or any of its agents or of such third party service providers or generally in relation to HSBC Premier Emergency Services unless such actions, claims, loss, damage or liability are arising from intention or gross negligence of the Bank.

## 8.2 Emergency Cash Service

The Bank and other HSBC Group member(s) may agree (though not obliged) to provide the HSBC Premier Customer, the HSBC Premier Customer's designated family member or other non-Premier Customer with cash in such amount as may be approved by the Bank and other HSBC Group member(s) at their sole discretion (the Bank will set the maximum amount from time to time), to help handle emergency situations. The Customer understands, accepts and agrees:

- (a) While the Bank or other HSBC Group member(s) (as the case may be) would use reasonable care to do identity verification, the Customer understands that this Service involves fraud risks, including without limitation, other person(s) may raise request for this Service in the name of the Customer, the person(s) taking the cash may not be the Customer or the Customer's designated family member. The Customer understands and agrees that such fraud risks are borne by the Customer instead of the Bank or any other HSBC Group member;
- (b) The Customer agrees that immediately upon any request for this Service (even if made out of fraud) being approved, the Bank or other HSBC Group member(s) (as the case may be) shall be entitled to freeze the balance of the Customer's Account(s) with an amount equal to the amount of the so approved emergency cash and possible remittance fee until the Customer's full repayment of the same;
- (c) The Customer agrees that under this Service, the Bank or other HSBC Group member(s) (as the case may be) may arrange the cash to be delivered by a third party (such as MasterCard International) and may transfer and disclose Personal Information of the Customer and of the Customer's family member obtained by the Bank or other HSBC Group member(s) from time to time to the third party for this purpose;
- (d) The Customer agrees that the emergency cash provided by the Bank or other HSBC Group member(s) (as the case may be) under this Service (even if out of fraud) constitutes Indebtedness owed by the Customer to the Bank or to other HSBC Group member(s) (as the case may be), the Customer undertakes to repay such Indebtedness to the Bank or other HSBC Group member(s) (as the case may be) and hereby authorizes the Bank and / or other HSBC Group member(s) to debit the Customer's Account(s) with the relevant sum(s). If the Customer's account balance(s) is not sufficient to repay such emergency cash and the Customer fails to effect full repayment within the time period as may be decided by the Bank or other HSBC Group member(s) (as the case may be) from time to time, the Bank or other HSBC Group member(s) (as the case may be) shall be entitled to seek full repayment from the Customer and to charge and collect such interest as the Bank or other HSBC Group member(s) (as the case may be) may decide at its sole discretion. If the Customer holds a credit card issued by the Bank, then the Bank shall have the right to account such Indebtedness as part of the Customer's Indebtedness under such credit card and may effect interest calculation and collection in accordance with the terms and conditions applicable to such credit card as the Bank may issue and revise from time to time;
- (e) The Customer agrees that the Bank may impose and collect Service charge (as the Bank may from time to time decide) in respect of this Service;
- (f) The Customer agrees that the Bank or other HSBC Group member(s) (as the case may be) may accept instruction(s) and information made / provided by way of telephone. The acceptance of such instructions and information made / provided via telephone by the Bank or other HSBC Group member(s) (as the case may be)

shall not be deemed as a breach of the account mandate (or similar documents) signed by the Customer.

## 9. Customer Information and Its Update

- 9.1 The Customer understands and agrees that within the scope authorized, the Bank and other members of HSBC Group shall have the right to from time to time collect, keep, process, use and disclose to certain third party the Personal Information of the Customer and relevant party for certain specified purpose and use.
- 9.2 The Customer warrants that all information he/she provides to the Bank and/or other members of HSBC Group shall be true, accurate and complete and that there is no omission, concealment or misleading. The Customer agrees and warrants that the Customer shall inform the Bank of any change in the Personal Information provided to the Bank, as and when such change takes place. The Customer agrees and confirms that when the information provided by the Customer to the Bank is untrue, inaccurate or incomplete or the Customer fails to inform the Bank the latest Personal Information or the information provided is inconsistent with the information retained in the Bank, the Bank is entitled to suspend the Customer's operation of any Account(s) and/or use of any Services, delay or refuse to accept or perform the Customer's instructions, close the Customer's Account and/or terminate all or any part of Service.

## 10. Notice and Communication

- 10.1 The Customer shall inform the Bank his/her address, mobile phone number, telephone number, fax number, email address and other contact details (collectively "Contact Details") in writing or other forms acceptable by the Bank in order for the Customer to receive the notice and communication about the Accounts and Services. The Customer warrants that all Contact Details provided to the Bank are all true and accurate and the Customer agrees that the Bank shall use the Contact Details to communicate with the Customer (whether through letters, telephone calls, SMS, fax, email or otherwise). If there is any change to the Contact Details, the Customer shall inform the Bank within a reasonable period ahead of the change in writing or any other forms acceptable to the Bank, or if advance notice is not feasible, promptly notify the Bank after the change.
- 10.2 Unless otherwise specified, any notice, circular, announcement or communication etc., shall be deemed to have been received by the Customer and effective at the time of:
- (a) where published on the website of the Bank, on the day of being published by the Bank;
  - (b) where uploaded to the electronic bank system (such as personal internet bank), at the time of being uploaded to such electronic system and available to be inquired by the Customer;
  - (c) where placed or displayed in the Bank's premises, on the day of being placed or displayed by the Bank;
  - (d) where published on medias such as newspapers, televisions, broadcasts, internet, on the day of being published;

- (e) where delivered personally, at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank;
- (f) where sent by post, 48 hours after posting (if such address is in Mainland China) or seven days after posting (if such address is outside Mainland China);
- (g) where sent by facsimile, at the time the Bank's system displaying successfully sent; or
- (h) where sent to the latest email address reserved in the Bank, at the time the Bank's system displaying sent.

**If the Bank takes several forms of notice, the earliest time regarded as received shall prevail.**

- 10.3 Notwithstanding the above provisions, under no circumstances the above shall be construed as the Bank waiving any other notification method permitted by applicable law. In addition to the above notification method, the Bank may still choose other notification method to notify the Customer which the Bank considers appropriate and the Customer agrees to be bound by the notices so sent.
- 10.4 **Unless otherwise agreed by the Bank and the Customer, the notice from the Customer to the Bank shall all be given in writing and shall be deemed as received when it is actually received by the Bank.**

## 11. Miscellaneous

- 11.1 Collecting Agent. The Bank may, for and on behalf of itself, or for and on behalf of other HSBC Group members, employ third parties and / or appoint any other member(s) of HSBC Group (with such other member(s) of HSBC Group also entitled to employ third parties) to collect any outstanding or overdue payment owed by the Customer to the Bank and / or any other member of the HSBC Group. The Customer shall keep the Bank and such other member(s) of HSBC Group indemnified from costs (including legal fees) and expenses incurred in recovering such outstanding or overdue payment.
- 11.2 **Change Clause. To the extent permitted by PRC laws, the Bank may from time to time add, delete, change or amend these Terms and Conditions by publishing, placing, displaying announcements or notices on the Bank's website or in the Bank's premises or by sending notices to Customers. Such addition, deletion, change or amendment shall come into force on the date specified on the related announcement, circular or notice. If the Customer disagrees with such amendment, the Customer shall have the right to close all Accounts with the Bank. The Customer shall be deemed as agreeing such amendment unless the Bank has received the notice of closing all Accounts from the Customer on or before the effective date of such amendment, and such amendment shall be binding upon the Customer since the effective date.**
- 11.3 Waivers and Remedies. No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedy provided to the Bank and other members of the HSBC Group herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing according to Laws and Regulations or otherwise.



- 11.4 Partial Invalidity. If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.
- 11.5 **Liability. Unless otherwise provided by Laws and Regulations, the Bank shall not be liable for any failure or delay to provide any Service or to meet any obligation hereunder which is caused directly or indirectly by reasons beyond its reasonable control. Unless otherwise provided by Laws and Regulations, if the Bank is liable for any of its act or omission, negligence or default, the Bank's liability shall be limited to the direct loss or actual amount of loss so caused and the amount of the transaction (whichever is less). The Bank shall not be liable for any special or indirect loss or damage caused by such act or omission, negligence or default.**
- 11.6 Appointment of Agent. The Bank may appoint any agent, service provider or sub-contractor to provide any Service or perform any of its obligations hereunder.
- 11.7 **Assignment. The Customer hereby agrees, the Bank may at any time assign or transfer any or all of its rights and obligations hereunder (including without limitation, any right(s) of the Bank in connection with any Indebtedness owed by the Customer to the Bank) to any person (including without limitation, any other member(s) of HSBC Group) without the Customer's agreement. The Customer further agrees that any other HSBC Group member may at any time and from time to time assign the whole or any part of any Indebtedness owed by the Customer to such HSBC Group member in favour of the Bank, and the Bank may accept any such assignment from any other member(s) of HSBC Group. The Bank may exercise its right of set-off under clause 5 hereof in respect of such Indebtedness assigned to it. Unless expressly agreed by the Bank in writing, the Customer shall not transfer any right and/or obligation hereunder.**
- 11.8 **Loss of Identification Documents etc.. In the event of loss of the identity document, password, seal or chop used for giving instructions to the Bank in respect of or the use of the Services or other documents, devices or other media used for identity verification, the Customer must immediately notify the Bank in writing. The Bank will not be responsible for any payment made before the Bank has received such written notice and completed the operation to stop payment accordingly.**
- 11.9 Tax Liabilities. If the Customer is required by any applicable Laws or Regulations (including the Laws and Regulations in the jurisdiction in which the Customer enjoys a Service provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by the Customer, whether to the Bank or any other member of the HSBC Group, then the liability in respect of that deduction or withholding shall be the liability of the Customer such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank or such other members of the HSBC Group would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Customer to effect payment of such deduction or withholding to relevant Authorities within the applicable time limit and the Customer shall indemnify the Bank and other members of the HSBC Group from all losses or other consequences due to the Customer's failure to do so. The Customer is obliged to understand and observe its tax liability in any jurisdiction. The Bank or any member of the HSBC Group shall not provide any tax advice. The Customer agrees that the Bank or any member of the HSBC Group may provide the Customer's information to the PRC or overseas Authorities if necessary to determine the tax liability of the Customer in any jurisdiction. To the extent

permitted by Laws and Regulations, if required by PRC or overseas Authorities, the Customer allows and agrees that the Bank shall debit the Customer's Account with the tax amount required under applicable Laws and Regulations.

- 11.10 Governing Law and Dispute Resolution. These Terms and Conditions shall be governed by and construed in accordance with the laws of the PRC. The Customer agrees that any dispute arising from or relating to these Terms and Conditions shall be subject to the jurisdiction of the Court at the place where the head office of the Bank is located. This clause does not exclude or restrict the Customer and the Bank from choosing the jurisdiction of other courts, in which case, the Customer and the Bank shall agree so by entering into an amendment. The Customer hereby irrevocably waives any immunity the Customer or the Customer's property may have in any legal proceeding.
- 11.11 Prevailing Version. In case there is any discrepancies between the English version and Chinese version, the Chinese version shall prevail.
- 11.12 Effective. These Terms and Conditions are amended in March 2017 and are published on the Bank's official website ([www.hsbc.com.cn](http://www.hsbc.com.cn)). This amendment takes effect on April 1, 2017 and applies to all Accounts and Services remaining with the Bank as of that date.