

FX-Retail Platform Terms and Conditions

These Terms and Conditions ("**Terms**") govern the access and use of FX – Retail Platform ("**System**"), a web based online trading platform operated by Clearcorp Dealing Systems (India) Limited ("**Clearcorp**"), by the Customers of The Hongkong and Shanghai Banking Corporation Limited, India (hereinafter referred to as "**the Bank**").

Customers are requested to read and understand these Terms prior to accessing the System and/or availing the services on the System through the Bank ("**Services**"). The Customer(s) shall unconditionally comply with and be bound by these Terms and any modifications thereto from time to time. Without prejudice to the foregoing, any access/use of the System/Services by the Customer through the Bank shall be deemed as acceptance by the Customers of these Terms and amendments thereto from time to time, which shall be made available to the Customers by posting the same on our website <https://www.hsbc.co.in/remittances/products/fxretail/>.

1. DEFINITIONS AND INTERPRETATION

The capitalized terms and expressions used in these Terms shall have the meanings as detailed below:

- a. "**Access Code**" means an electronic identification to be used by Customers to access the System and the Services (whether in the form of a password, digital certificate, access code, token and/or other identification) as advised by Clearcorp from time to time.
- b. "**Business Day**": means, a day, on which both the commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) as per the applicable laws/regulations in Mumbai.
- c. "**Clearcorp Terms**" means any terms and conditions as prescribed by Clearcorp to be binding on the Customer including any technical user guide or other documentation provided by Clearcorp to the Customer for aiding use of the System and the Services, detailing the System's operation and functionality and/or setting forth certain procedures and requirements applicable to Customer's access to and use of the System and/or the Services, as may be updated or amended by Clearcorp from time to time.
- d. "**HSBC Group Entities**" means HSBC Holdings plc along with its subsidiaries, affiliates and/or any of their branches.

e. "**Other Agreement**" means any other agreement between Customer and the Bank and/or any HSBC Affiliate or any other terms and conditions stipulated by HSBC relating to any other product(s)/service(s), which is applicable to or is binding on the Customer.

f. "**Software**" means the software, if any, provided to the Customer by Clearcorp to enable the Customer to access the System and the Services;

These Terms are in addition to, and not in limitation of, the provisions of any Other Agreement. In the event of any conflict or inconsistency between these Terms and the terms of any Other Agreement, these Terms will take precedence, to the extent they relate to the access / use by the Customer of the System / Services.

2. SCOPE OF SERVICES

The System enables Customers to execute forex transactions in United States Dollar (USD) and Indian Rupee (INR) currency pair to be settled through the Bank ("**Transaction**"), obtain information relating to market and pricing and avail of such other services as may be made available on the System and permitted by Clearcorp from time to time.

3. ACCESS AND USE OF SYSTEM AND SERVICES

a. Customers have to undergo a registration process, which requires an approval by the Bank, before gaining access to the System. Prior to approving the registration of the Customer on the System, the Bank shall undertake appropriate Customer due diligence measures, including ensuring Know Your Customer (KYC) compliance and verification of the accuracy and completeness of the information provided by the Customer on the System.

b. Once Customers' registration is approved by the Bank, Clearcorp may issue one or more Access Codes to the Customer.

c. Customers shall at all times comply with the Clearcorp Terms and follow all security procedures and instructions of Clearcorp in relation to using the System and availing the Services, including but not limited to the use of Access Codes.

d. Customers will be bound by any Transaction booked on the System or message / instruction effected through the use of an Access Code when Clearcorp sends its electronic acknowledgement and/or confirmation to the Bank or to the Customer whether or not the Transaction was properly authorized by the Customer.

e. Interruption of communications or malfunction of Clearcorp's, the Bank's or the Customer's computer system, and/or the public network through which any communication may be sent,

may result in the Bank not receiving the complete, accurate instructions of the Customer or the Customer not receiving the Bank's electronic acknowledgement and/or confirmation. The Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms, including execution of a Transaction, which is caused by circumstances beyond its reasonable control, including, any Force Majeure Event. A Force Majeure Event, for the purpose of these Terms, shall include, but is not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, any war, civil unrest, government action, strikes, lock-outs, fire, explosion, storm, flood, earthquake, or any other natural disasters, any epidemic, quarantine restrictions, travel restrictions or any industrial action or trade disputes (whether involving the employees of HSBC or those of a third party).

4. CUT-OFF TIMINGS:

a. Inward Remittance: The Bank shall initiate processing of an inward remittance Transaction on the same Business Day of receiving an inward remittance from the Customer if:

- i. Clear funds are received and is available for processing by the Bank before 2.00 PM on a Business Day; and
- ii. Post receiving a confirmation of receipt of funds by the Bank, the Transaction is booked on the System by the Customer before 3.30 PM on the same Business Day.

b. Outward Remittance: The Bank shall initiate processing of an outward remittance Transaction on the same Business Day of receipt of a request from the Customer if:

- i. All documentation and other requirements in relation to outward remittance, as stipulated by the Bank, has been completed to its satisfaction before 2.00 pm on a Business Day; and
- ii. Post receiving confirmation from the Bank about completion of documentation, the Transaction is booked on the System by the Customer before 3.30 pm on the same Business Day.

(Each of the timelines stipulated in 4 (a) and (b) above shall hereinafter be referred to as "**HSBC Cut-off Timing**")

c. In case the Customer books any Transaction on the System after the HSBC Cut-off Timing, the said Transaction may get rejected without any prior notice to the Customer. If the Customer wishes to proceed with the Transaction, the same will have to be booked again on the System on the next Business Day. Any loss/damage arising out of such rejection shall be to the account of the Customer.

d. Failure to Book Transaction on the System:

i. **Inward Remittance:** If a Customer fails to book an inward remittance Transaction on the System within 2 (two) Business Days from the date of receipt of clear funds by the Bank, on the

3rd (third) Business Day, the Bank shall process the inward remittance, with no further notice to the Customer, at the margin that has been earlier agreed with the Customer at the time of registration on the System.

ii. **Outward Remittance:** If a Customer fails to book the outward remittance Transaction on the System within 2 (two) Business Days from the date of completion of documentation and other requisite formalities with the Bank, on the 3rd (third) Business Day, the Transaction shall be cancelled / rejected by the Bank, with no further notice to the Customer. If the Customer wishes to re-initiate the outward remittance after the said 2 (two) Business Days, the Customer may be required to visit a branch of the Bank and complete the documentation and other requirements as may be stipulated by the Bank again.

e. Any loss or damage arising out of failure of the Customer to comply with this Clause 4, shall be solely to the account of the Customer, and the Bank shall not be held liable for the same.

5. CUSTOMER'S REPRESENTATIONS AND WARRANTIES

In relation to the use of the System and Services, the Customer hereby acknowledges, represents and undertakes as follows:

a. All information provided by the Customer on the System for the purpose of registration thereon is true, correct, and complete.

b. If the Customer is unable to comply with the due diligence and KYC requirements in line with the Bank's policy and applicable laws/regulations, the Bank reserves the right to reject the Customer's registration on the System.

c. Customers will be able to access the System for booking of Transactions or availing of Services through the Bank only when the Bank continues to be authorised to perform the functions of a settlement bank on the System.

d. The Bank shall only facilitate outright cash transactions on the System, i. e., the Transaction will be settled on the same Business Day of booking the same on the System. The following Transactions shall not be supported by the Bank on the System:

(i) TOM (next Business Day settlement)

(ii) SPOT (settlement 2 Business Days after the date of the Transaction) and

(iii) Booking of Forward Contract/trading in Forward Instruments or cancellation of Forward Contracts concluded on the System.

e. The Bank shall set Transaction limits for the Customer on the System, including but not limited to, 'only sell' limits or 'only buy' limits. Customer's Transactions on the System shall be subject

to the limits so set by the Bank from time to time, which shall be intimated to the Customer by Clearcorp and the Bank, by email to the Customer's email ID registered with the Bank. Any Transaction booked by the Customer on the System to be settled by the Bank, which violates the said limits would be rejected on the System.

f. Transactions shall be booked, modified or cancelled on the System by the Customer directly using the Access Code. The Bank shall not book any transaction or modify or cancel the same on the System, on behalf of the Customer.

g. The Customer will be bound by any affirmation, assent or agreement it transmits through the System or through email, including but not limited to, any consent it gives to receive communications from the Bank solely through electronic transmission, confirmation on any terms and conditions, or confirmation regarding booking, modification, or cancellation of any Transaction. The Customer agrees that these Terms or the Clearcorp Terms agreed on email or on the System, in any manner whatsoever, will be construed as acceptance and shall be legally binding on and enforceable against the Customer.

h. Customers agree to pay to the Bank, the fee for registration on the System and such other fees/charges as may be levied by the Bank (as may be intimated by the Bank) or Clearcorp, from time to time, in relation to accessing the System or availing of the Services, including booking Transactions on the System, as the case may be. The fees/charges in relation to availing the Services shall be made available by the Bank on its website at <https://www.hsbc.co.in/remittances/products/fxretail/>.

i. The Bank does not guarantee and accepts no responsibility or liability as to the accuracy, completeness, timeliness or correct sequencing of any information or commentary available to the Customer on the System or as part of the Services. Any use of or reliance on any such information provided on the System or the Services will be at the Customer's own risk.

j. Customers must not use the System, to send messages which are defamatory, fraudulent, contain personal data in contravention of any data protection regulation or legislation or contain viruses or other harmful or destructive materials, or to facilitate any criminal transaction or act, contravene any law or any regulation, or violate any of the Clearcorp Terms, or do or omit to do any other act or thing which might give rise to a third party claim against the Bank.

k. Customers hereby represent and confirm that the Transactions shall comply with all legal and regulatory guidelines in India as applicable from time to time.

l. Customers acknowledge and agree that, prior to booking any Transaction on the System, to be settled by the Bank, Customers shall ensure that:

i. in case of outward remittance, clear funds are available in the account of the Customer with the Bank, which has been linked for the purpose of availing of the Services on the System ("**Account**");

ii. in case of inward remittance, the transfer has been initiated with the remitting bank with the Account as the beneficiary account; and

iii. all documents/records, as may be stipulated by the Bank in relation to the Transaction, as per the applicable laws/regulations and internal policies, are furnished to the satisfaction of the Bank.

m. In booking Transactions on the System, Customers shall comply with the timelines stipulated in Clause 4 hereinabove.

n. On termination/suspension by the Bank of Customer's use of the System and Services, the Customer will immediately cease to use the System for booking Transactions for settling with the Bank.

6. LIABILITY AND INDEMNITY

a. Other than as a result of the Bank's proven wilful default or gross negligence, the Bank will not be liable to the Customer for any losses, damages, claims, costs or expenses which arise out of or relate to:

i. Customer's use of the System, Services, or Software, including on account of the existence of any viruses or other harmful components on the System;

ii. any information provided to the Customer via the System and the Services;

iii. rejection by the Bank of Customer's registration request on the System due to Customer's failure to comply with the Bank's due diligence requirements;

iv. failure or delay by the Bank in processing any Transaction on account of:

A. the Customer's failure to comply with HSBC Cut-off Timing as laid down in Clauses 4(a) and 4(b) hereinabove;

B. Customer's failure or delay in complying with the documentation or funding requirements stipulated under Clause 5(l) hereinabove;

v. the Customer failing to book Transaction on the System as stipulated in Clause 4(d) hereinabove;

vi. suspension/termination by the Bank of the Customer's access to the System.

b. **Debit Authorisation:** Customer hereby acknowledges and agrees that in case of any loss or damage sustained by the Bank as a consequence of any failure of the Customer to comply

with the Clearcorp Terms or these Terms, including the terms relating to the HSBC Cut-off Timing, the Bank shall be authorised to recover the same from the Customer by debiting the Customer's Account with the Bank, without any prior notice to the Customer. In case of insufficient funds in the Customer's Account, the Customer hereby authorises the Bank:

- (i) to recover such funds from any other accounts held with Bank; and/or
- (ii) restrict debits by any third parties from the Customer's Account or any other account held by the Customer with the Bank till the time such due amounts are recovered.

c. Other than the express warranties set out herein, the Bank and each of the HSBC Group Entities disclaim all warranties, conditions, guarantees or representations, whether express or implied, in law or in fact, oral or in writing, including, without limitation, those as to merchantability, suitability or fitness for a particular purpose or to the accuracy or completeness of any information or the use of the System, Software or the Services without interruption or error, or that the Software, the System, or the Server on which it is made available or any connected system, is free of viruses or other harmful components or as to the results to be attained by the Customer or anyone else from access to or use of the System, Software or the Services.

d. The Bank will not be liable to Customer for any loss or damage sustained by the Customer, where such loss or damage is indirect, consequential or special, including for loss of profits/ business or goodwill or loss of data, whether or not the Bank has been advised of the possibility of such loss or damage.

e. The Customer agrees to indemnify the Bank and hold it harmless from and against all liabilities, losses, damages, claims, costs and expenses (including costs and expenses of legal counsel, and any loss of bargain, cost of funding or, at the election of the Bank but without duplication, losses or costs incurred as a result of the Bank terminating, liquidating, obtaining or re-establishing any hedge or related trading position) which arise out of or relate to any failure by the Customer to observe or perform its obligations under these Terms, Clearcorp Terms, or any other applicable instructions, procedures or warnings of the Bank relating to the System or the Services. The foregoing will not apply in the event of wilful misconduct or gross negligence by the Bank.

7. TERMINATION

a. The Bank will have the right, in its sole discretion, to forthwith suspend or restrict or terminate Customer's access to the System and/or the Services at any time, if:

i. the Bank becomes aware that that the Customer is disqualified under applicable laws/regulations to access the System or avail of the Services, including execution of Transactions on the Systems;

ii. the Customer ceases to hold any bank account with the Bank;

iii. any event occurs, which restricts/prohibits or otherwise materially impacts the ability of the Bank to facilitate Customer's access to the System or enable the Customer to execute Transactions, due to the Bank's existing internal policies, applicable laws/regulations etc.;

iv. if the Bank ceases to be authorised to act as a settlement bank on the System;

v. in case of any loss or damage sustained by the Bank as a result of the Customer's use of the System, including on account of Customer's non compliance with these Terms or with the Clearcorp Terms;

b. Upon any suspension or termination of the Customer's access to the System as hereinabove mentioned, for any reason whatsoever, the Bank shall have the right to cancel any Transaction booked on the System that the Bank has not executed at the time of suspension or termination.

c. Any termination of use of the System and Services will not affect any accrued rights or liabilities of either the Customer or the Bank nor will it affect the coming into force or the continuance in force of Clauses 6 and 8 and any other provisions of these Terms which are expressly or by implication intended to come into force or continue in force on or after such termination.

8. CONFIDENTIALITY

The Bank will treat the Customer's personal information as private and confidential (even when the Customer cease to have a relationship with the Bank), and, as a general rule, not disclose such information to any other individual/institutions for any purpose unless the Customer has authorised such disclosure explicitly herein or otherwise in writing. The confidentiality obligations of the Bank shall not apply and the Bank shall have the right to disclose the Customer's personal information, including account or Transaction related information, without any specific consent or authorization from the Customer in the following circumstances:

a. Disclosure on a confidential basis to HSBC Group Entities or any third party agencies/service providers, whether located in India or overseas including but not limited for the purpose of availing support services of any nature;

- b. Disclosure to any legal or regulatory authority or to any judicial or quasi-judicial authority having jurisdiction over the Bank or if disclosure is compelled by any law / regulation or where the disclosure is required for the protection of the interests of the Bank;
- c. Where such disclosure is required for the purposes of preventing fraud or otherwise where the disclosure is required in the public interest;
- d. Where such disclosure is for a regulatory mandated business purpose, such as disclosure of default to credit information companies or debt collection agencies.

9. GENERAL

a. All notices under these Terms must be in writing and must be hand delivered, sent by e-mail or other electronic means, or forwarded by registered or certified mail to the relevant party and will be deemed to have been delivered on receipt at the relevant address. The Bank may also publish notices of general nature in relation to the Services on its website <https://www.hsbc.co.in/>

b. All disputes or differences arising out of these Terms shall be settled amicably between the Bank and the Customer. Before resorting to external dispute resolution mechanisms, the Bank and the Customer shall attempt to settle by negotiation any dispute in relation to these Terms and where practicable shall refer the matter to personnel who have authority to intervene and direct some form of resolution.

c. These Terms shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.

Customer Name: _____

Signature: _____

Account Number: _____

Date:

Place: