

Services

1. You may, subject to such procedures as we specify from time to time (including KnowYour Customer' or KYC procedures, which entails identification of the customer and verifying his/her/its identity by using reliable, independent source documents, data or information) utilise any one or more of the services or open any one or more accounts at any time by issuing an instruction in such form as may be acceptable to us.
2. Unless otherwise specified by us, all services are provided by The Hongkong and Shanghai Banking Corporation Limited in India. Similarly, unless otherwise specified, all accounts, whether savings, current or time deposits or any other accounts whatsoever, whether offered to residents or non-residents, whether offered in Indian Rupees or foreign currency, are with us and are payable only at the branch where such deposits are made. Where any services are to be provided by or maintained with any third party, you may be required to accept specific terms and conditions and the provisions of any mandate(s) applicable thereto as required by the third party.
3. If you wish to use any Services or open any Accounts, you have to give us Instruction and complete such forms and procedures (including supplying us with such information and documents) as we may specify from time to time. We have the right to set or vary from time to time the cut-off time on a Business Day for receiving Instructions. We have no obligation to process any Instruction received after the cut-off time on the same day.
4. You are required to comply with all Applicable Regulations in using the Services and Accounts or conducting transactions or activities under these Terms and Conditions.
5. We reserve the right to reject any application for any service without assigning any reason whatsoever.
6. Customer transactions will be entertained during normal banking hours as may be in force from time to time.
7. Business hours: Every branch of the Bank shall indicate the timings on any given business day, during which the branch will undertake banking transactions. Transactions as indicated by the Bank from time-to-time including transactions such as deposits, withdrawals, transfers, instrument purchases (for example those relating to cash, cheques, pay orders, demand drafts, telegraphic and other transfers, opening of accounts, changes to account title, mode of operation, mandate, replacement of ATM cards), sought after such timings on any business day, may, at the sole discretion of the Bank, be accepted for execution on the next business day. The Bank shall not be responsible or liable in any manner for and/or on account of so processing and giving effect to the transactions and shall not be responsible for any losses including loss of interest, or for any liability incurred/suffered by the customer including but not limited to, for return of cheques, arising out of a transaction not being shown as of the actual day of acceptance of the instructions/investments. Instruments, as indicated by the Bank from time-to-time (for example cheques, demand drafts, pay orders), deposited after the time of clearing on any other day for the day by the Bank in the ordinary course of business, shall be sent for clearing only on the next business day.
8. We and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and\ other services to any persons or entities which may be subject to sanctions. We may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with or by reference to all such laws, regulations and requests.
9. Such action may include, but is not limited to the interception and investigation of any payment messages and other information or communications sent to or by the customer or on the customer's behalf via the systems of the Bank or any other member of the HSBC Group; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:
 - a. any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with provision of any services to the customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with or by reference to all such laws, regulations and requests; or
 - b. The exercise of any of the Bank's rights under this clause. In certain circumstances, the action, which the Bank may take to prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
10. We have the right to cancel, withdraw, suspend, vary, change, add to, supplement or otherwise these Terms and Conditions (including fees and charges) and any other terms and conditions governing any Services, Features, Tiers, from time to time by notice or intimation to you by way of display at our premises or in any manner we consider appropriate. You will be bound by a variation if we do not receive notice from you to close the account with effect before the date on which that variation takes effect.
11. For certain services such as investment services, sale of insurance products, loans etc., we may have other terms and conditions which will be as specified upon your opting for such services. Such terms and conditions shall be in addition to and not in derogation to these terms and conditions, in the event of any conflict between these terms and conditions and those provided with the specified services, the terms and conditions of the specified services

shall prevail. In addition to the applicable terms and conditions, all services shall be governed by the prevalent laws, guidelines issued by the RBI, IRDA or any statutory/ regulatory bodies, industry standards adopted by us as well as banking practices prevalent in India.

Banks Customer Relationship

1. In respect of a deposit placed by you with us, we are the debtor and you are the creditor. In respect of an item held by us for you in safe custody, we are the bailor and you are the bailee. Other types of relationship may arise between us depending on the Services provided.
2. You confirm that you act as principal (and not as agent or nominee for any other person) in relation to the Services and the Accounts.
3. Customer identification number: We allocate a unique customer number to each customer called as customer ID (identification) number and you are requested to quote this number for every additional account opened with any branch of the Bank.
4. Our right to decline or delay instructions: We are entitled not to act on an Instruction and to regard any mandate given by you as being suspended if there is any dispute between you and any other person with authority on the Account. We also have the right to suspend the operation of all or any of your Accounts until we consider appropriate if we are of the opinion or have reason to suspect that:
 - a. We have not been given a valid mandate;
 - b. You are not the true owner of or otherwise do not have the authority to operate the Accounts (in whole or in part);
 - c. You fail to comply with any laws or regulations in connection with the Accounts.
5. For security reasons, we have the right to at any time without notice delay or not process any Instruction that is not submitted by you in person.

Customers Information

1. To enable us to consider whether to provide you any service, you are required to supply personal data us from time-to-time and failure to do so may result in our inability to provide such service.
2. The personal data will be used for considering the customer's request and subject to the Bank's agreeing to provide such service, the personal data and all other details and information relating to the customer's transactions or dealings with the Bank will be used in connection with the provision of such service to the customer. The Bank may need to share or transfer the customer's data or information to any service provider, whether located in India or overseas and whether an HSBC Group entity or a third party, which provides outsourced services to the Bank in connection with the operation of the Bank's business, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). The Bank will also use, store, disclose, transfer (whether within or outside India), obtain and/or exchange such personal data and such other details and information to, from or with all such persons as the Bank may consider necessary (including without limitation any member of the HSBC Group or any service provider) for any and all purposes:
 - a. In connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the customer) any such personal data with other personal data in the Bank's possession;
 - b. In connection with the provision of banker's reference about the customer to other financial institutions or other parties;
 - c. In connection with conducting checks with any credit reference agency or other persons (including without limitation upon an application of any credit facility or upon periodic review of such facility); The Bank acknowledges and agrees that any such sharing or transfer of customer data or information will be on a confidential basis and the Bank will impose on the service provider confidentiality undertakings similar to those applicable to the Bank. However, the Bank or such service providers, whether located in India or overseas, may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.
 - d. If the personal data includes information or data of any third party, you confirm and warrant that you have obtained consent of such third party to provide such information or data to us for the foregoing purposes and for disclosure to such persons as stipulated above.

Banks right of lien and set off

1. Without prejudice and in addition to any general lien, right of set off or other right by way of security which the Bank may have on any account whatsoever, the customer agrees that the Bank may at any time and without prior notice:
 - a. To debit any amount payable by you to us (including any fees or expenses) from any Account or any other account maintained by you with us. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with interest accruing on the outstanding amount at such rate as we may specify
 - b. To withhold, combine or consolidate the balance on any or all of your accounts maintained with us (including any Account) and set off or transfer any moneys (in the form of credit balance or credit facility) standing to the credit of any such account in or towards settlement of any amount whether actual or contingent, present or future (including any fees or expenses) owing by you (and whether owing by you solely or jointly with any other person) to us in connection with the Services or otherwise under these Terms and Conditions;
 - c. To refuse to repay you any moneys in any currency standing to the credit of any or all of your accounts maintained with us (including any Account) when due or on demand by you if and to the extent that such moneys are less than such amount owing by you to us; and

- d. To apply (even if such application requires breaking of any deposit before its maturity date) any monies held in any currency to the credit of any account in the name of the customer, whether held singly or jointly with other persons, (the said 'monies') against any indebtedness of any type whether actual, contingent, present or future and whether owed by the customer solely or jointly with any other person (the said 'indebtedness');
2. Our rights under the above clause will not be limited or reduced by your death or legal incapacity.

Joint Accounts

1. Individuals may hold a joint account that can be operated either jointly or severally as agreed with the Bank and this will also hold for survivors. If the customer comprises of more than one individual:
 - a. You are jointly and severally liable with each other for the obligations and liabilities in connection with the Account, the Service or otherwise under these Terms and Conditions.
 - b. We are authorised to:
 - i. Honour and comply with all cheques, promissory notes, orders, bills, directions or receipts which are signed, sealed or chopped by any of you, whether the Master Account or the applicable Account is in credit or overdrawn;
 - ii. Comply with any Instruction or other directions given by any of you for or in connection with the Master Account, including an Instruction to close the Master Account or any Account (unless we agree or decide otherwise); and
 - iii. Accept and act on any receipts given by any of you for moneys deposited with or owing by us on the Master Account.
 - c. The authorisation in paragraph above may be revoked (i) in writing by any of you; or (ii) if we receive notice that any of you loses mental capacity.
 - d. We are authorised to make any advance by way of overdraft or in any other manner with or without security at the request of any of you.
 - e. Acceptance of any terms and conditions governing the Account or any Service by any of you will be considered as acceptance by each of you and such terms and conditions will be binding on each of you.
 - f. Upon the death of any of you, we will transfer any credit balance on any applicable Account to the order of the survivor(s), but this will not limit or reduce any right which we may have arising from any lien, mortgage, charge, pledge, set-off, counter-claim or in any other manner. Each of you will indemnify us for any claim which may be made by or against us in connection with processing any request and authorisation of the survivor(s).
 - g. Each of you are bound by these Terms and Conditions even though
 - i. Any of you or any other person intended to be bound is not bound; or
 - ii. Any of these Terms and Conditions may be invalid or unenforceable against any one or more of you due to fraud, forgery or any other reason (whether or not the deficiency is known or ought reasonably to have been known to us).
 - h. We have the right to deal separately with any of you (without limiting or reducing our rights, powers and remedies against the others) on any matter including
 - i. Varying or discharging any liability to any extent; or items payable to any of such persons may be credited to the account;
 - ii. Granting time or other indulgence or making other arrangements, without prejudicing or affecting the Bank's rights, powers and remedies .
 - i. Any notice under these Terms and Conditions to any of you will be considered as effective notification to all of you.
 - j. Any change in the signing instructions will be required to be authorised by all joint accountholders; Words herein denoting the singular only will be deemed to include the plural.
 - k. In respect of a forward date transaction, we are authorised to take the Instruction given by any of you and last received by us before we effect the transaction in our normal course of business as the final Instruction.

Foreign Currency Accounts for residents

1. Accounts for non-residents are subject to the Foreign Exchange Management Act, 1999, and rules and regulations made thereunder (FEMA), as amended from time-to-time and are only available to persons who fulfill the definition of non-residents under FEMA. Certain categories of accounts are only open for persons who fall within the definition of 'Non-Resident Indians' as per FEMA. The conduct of these accounts should be strictly in accordance with the provisions of FEMA, which the customer should fully understand before opening and/or operating such accounts.
2. Foreign currency accounts will be offered in currencies that the Bank may determine from time-to-time, in accordance with extant regulations.
3. The foreign currency equivalent of the principal and interest on repatriable deposit accounts designated in Indian Rupees, may increase or decrease depending upon foreign exchange fluctuations and customers shall bear any foreign exchange risk that may arise thereon.
4. The Bank may, at its sole discretion, restrict provision of services to residents/nationals of some countries, on account of regulatory restrictions in such countries in the provision of services.
5. Customers holding non-resident accounts should advise the Bank immediately upon return to India if they become 'resident' in India as per FEMA, so that their accounts may be re-designated as resident accounts.

Account Transactions

1. You will maintain sufficient funds in the account to meet any debit instructions issued by you and any fees/charges/ interest applicable as per our tariff and you shall not be entitled to overdraw the account or withdraw funds in excess of any overdraft limit agreed with us. If you draw an amount in excess of the balance available or overdraft limit permitted by us, you will pay us promptly and unconditionally, the entire amount overdrawn with interest and penalties, according to the rate mentioned in the tariff schedule if any, at a rate to be decided by us. However, this should not be construed as an agreement, either expressed or implied that we are bound to grant any overdraft facility whatsoever.
2. If you do not specify the Account to be credited or debited in order to effect a transaction, we have the right to credit or debit your Savings Account if the transaction is in Indian Rupees.
3. Cash withdrawals from an account may be only through such means as may be permitted by the Bank from time-to-time.
4. For large cash withdrawals above INR 1 lac advance notice should be given at the branch.
5. For large cash withdrawals at the branch, advance notice should be given at the branch. Details of thresholds for such large cash withdrawals and the advance notice required may differ from branch to branch and information regarding the same may be obtained at the relevant branch. From time-to-time, the Bank shall be entitled to impose reasonable restrictions with regard to acceptance of cash deposits or withdrawal of cash in case of failure to give satisfactory explanation or documentation with regards to the deposit/withdrawal, as part of its anti-money laundering programme.
6. Cheques, dividend warrants and other instruments in the name of customer will be collected but those in favour of payees other than the customer shall not be accepted for collection. Collection of such instruments shall be in accordance with the Bank's cheque collection policy, as amended from time-to-time.
7. An inward remittance (in any currency) to an account may not be credited to the account on the same day if the related payment advice with complete information including purpose of funds, is not received.
8. For standing instructions, the Bank accepts no responsibility for any loss or delay which may occur in the transfer, transmission and/or application of funds or (in the case of remittance by telegraphic transfers) for any error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received and the Bank stands indemnified against any actions, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation or misinterpretation. Where the customer has set up a standing instruction on an account and no transaction is performed under such instruction for a continuous period, as determined by the Bank from time-to-time or where such standing instructions fail on account of insufficient balance consecutively for a certain number of times, as determined by the Bank from time-to-time, the Bank reserves the right to cancel the standing instruction with prospective notice of 30 days to the customer, even though the authorisation has not expired or there is no expiry date for the standing instruction.
9. Withdrawals from savings and current accounts may be made on demand at our branch by you during business hours on production of satisfactory identification and/or appropriate authority, subject to any restrictions imposed under these terms and conditions.
10. We may act on an Instruction at our discretion if we believe in good faith that it is given or authorised by you without being liable in any circumstance and you will be bound by that Instruction even if it is incorrect, false or unclear or if it was not given or authorised by you.
11. There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. Some jurisdictions have Applicable Regulations dealing with the handling of cheques sent for clearing or collection that require return of a cheque and the amount paid even after clearing and payment. For example, the paying bank of a cheque drawn on a US bank has the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. This refund period may be indefinite for a US Treasury cheque. We have the right to seek repayment from you of any cheque paid to you that is required to be repaid or refunded, regardless of whether the cheque is sent for collection or accepted for deposit by us. Our right remains throughout the period in which the Applicable Regulations may require refund of the cheque. We accept the deposit of any foreign currency cheques on the following terms:
 - a. In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the customer, and subject to having recourse to the customer in the event of dishonour. The purchase of cheques may be subject to the condition that the proceeds credited to the account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be intimated to the customer;
 - b. Where we send a cheque for collection, this will be done subject to the rules set out in International Chamber of Commerce (ICC) Publication No. 522 (Uniform Rules for Collections) (or any up-to-date equivalent in force) and the proceeds of the cheque will only be credited to your Account after we actually receive payment from the other banks.
 - c. If a cheque accepted for deposit is dishonoured or if a cheque collected by us is subsequently required to be refunded by Applicable Regulations, we will debit your account with the value of the cheque plus any charges.
 - d. Charges of other banks (if any) will be debited to your account with notice to you. Such advice may be by way of an entry in the statement of account;
12. Cheques received after the relevant cut-off times set by the Bank from time-to-time will be processed on the next business day.

13. Direct Debit Authorization: Where you have set up a direct debit authorisation on an Account, we have the right to cancel the direct debit arrangement without prior notice to you if no debit is made pursuant to that authorisation for a continuous period of at least 30 months, even though that authorisation has not expired (or is not subject to an expiry date) or terminated.

Statement of Account

1. We will provide you with monthly Statement of account (or such other intervals as we may determine), unless you request otherwise. We do not have to provide a Statement of account if there is no transaction, no account balance and no accrual interest in the Account during the period covered by that Statement of account and no notice will be given in that regard. Interim statements or statements at a higher frequency than the pre-specified interval, may be requested and these will be provided, at the sole discretion of the Bank, subject to charges as stipulated in the Bank's tariff.
2. A Statement of account may set out information about the Services, the Accounts and the Tier allocated to you and information as we may determine about any other services, products or accounts provided by or maintained with us (or any of our subsidiaries) under the same identification documents as the Account (regardless of the related correspondence address).
3. A Consolidated Statement will be considered as having been received by you:
 - a. on the day of personal delivery to you;
 - b. on the day we post it to you;
 - c. on the day we email it to you; or
 - d. on the day we place it in your Personal Internet Banking profile if it is made available there.
4. You should examine each Statement of account provided by us to check its accuracy and to see if there is any error, omission, discrepancy, unauthorised debit or irregularity in its contents arising from any cause, including forged signature or other forgery, fraud, lack of authority or negligence of any person. You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity in a Statement of account within 90 days after we issue it by the means set out in Clause 1.6.3. If we do not receive any such notice from you within the specified period, the Statement of account will be considered as correct and accepted by you and you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that Consolidated Statement.
5. Duplicate copies of past statements of account may be provided by the Bank, at its sole discretion, against payment of charges as per the Bank's tariff.
6. Resident Savings Account customers will receive a mail every month in their internet banking messages inbox as well as on personal email address (provided their personal email id is registered with the Bank) informing when the E-Statement is ready. Resident Savings Account customers can also collect their monthly paper statements from the branch where the customer maintains his/her account by visiting the branch in person to collect the same, if such a mandate is updated in the bank's records. Monthly statements will only be available in the branch for the preceding month. If statements are requested in frequencies higher than the above or if statements are to be held at the branch for collection a charge will be levied as per our current Tariff. The statement will not be generated if no transactions are effected during the stipulated period of the statement cycle.

Communication address and change of customer particulars

1. You agree that we may make use of any contact information provided by you and kept on our records (including address, telephone number and email address) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).
2. You warrant that all personal data and information you provide to us is, to the best of your knowledge, complete, accurate and up-to-date. You agree to notify us as soon as reasonably practicable of any material change to your personal data or information. The Bank may at its sole discretion require that such request for change of information be accompanied by documents evidencing such change.
3. Unless we specify otherwise, any communication from us to you will be considered as having been received by you:
 - a. at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
 - b. 48 hours after we have posted it to the above address if that address is in India or seven days after posting if that address is outside India (if sent by post);
 - c. immediately after we have faxed it to the fax number last notified in writing by you (if sent by fax);
 - d. immediately after we have emailed it to the email address last notified in writing by you (if sent by email);
 - e. immediately after we have made it available in the Personal Internet Banking profile maintained by you with us (if made available there); or
 - f. immediately after we have displayed it at our premises (if communicated by display)
4. Communications sent by you to us will be considered as having been received by us on the day of actual receipt.
5. This Clause does not limit or reduce the effect of any provisions in these Terms and Conditions that apply to the issuing of account statements, transaction advice or confirmation by us to you or the giving of Instructions by you to us.

Tariff

1. You are required to pay us such service fees, facility fees and / or other charges as may be levied from time to time at our discretion for providing the Services or maintaining the Accounts as notified to you at the time of opening an Account, requesting a Service or effecting an Instruction or from time to time. Such fees and charges shall be as per the

our prevailing tariff, which is available upon request at any of our branches and on our website. We reserve the right to effect change in the tariff with prior notice of 30 days.

2. The Bank may impose minimum balance requirements for various accounts and may levy a charge if such minimum balance requirement is not met. Such minimum balance requirements and any associated charges shall vary based on the tier of the customer.
3. We may use one or more members of the HSBC Group or any other person to assist us in providing services to you or fulfilling your requirements. You further agree that we may pay these persons remuneration of any nature (whether fees, commissions, rebates or other payments) for the services provided by them to us. We may also pay remuneration to members of the HSBC Group or any other person in return for introducing you to us. Payment of such remuneration by us does not affect the amount of fees and charges payable by you to us in connection with the Services or the Accounts.
4. You shall comply with all applicable laws and regulations in force from time-to-time in relation to all services contemplated by these terms and conditions. You are required to pay all costs and expenses of reasonable amounts and reasonably incurred by us in connection with the Services or the Accounts from time to time, including all applicable taxes, duties and levies payable in respect of your assets and any expenses for preserving or enforcing our rights in connection with the Services and the Accounts (including fees of any collection agent employed by us and legal fees in demanding, collecting, suing or recovering any outstanding or overdue amount). You shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which we may incur as a result of:
 - a. providing services to or transacting with the customer; and/or
 - b. a breach of any of these terms and conditions or any applicable laws and regulations by the customer
5. We may accept from any manager, stockbroker, underwriter or any other person (whether or not a member of the HSBC Group) engaged in a transaction and retain for our own account and benefit absolutely any rebate or payment of brokerage, commission or discount payable in respect of that transaction.

ATM card, Debit card, Credit card

The ATM card:

1. Your ATM Card remains our property and you should return it to us upon our request.
2. We may offer, vary, suspend or withdraw the ATM Card or any Service relating to the ATM Card at any time after providing a prospective notice of 30 days. Some Services relating to the ATM Card (such as use of the ATM Card at an ATM) may only be made available to you upon separate application or subject to further terms and conditions (such as the ATM Card Terms and Conditions) as we may specify from time to time.
3. You are responsible for all transactions effected by the use of your ATM Card (including all related fees and charges). However, in case of any loss, theft, disclosure or unauthorised use of your ATM Card, you should report to us immediately followed by a written confirmation as soon as reasonably practicable, and you will be responsible for all transactions effected whether voluntarily or not by the use of your ATM Card until we receive your report. We have no obligation but may issue a replacement ATM Card to you and may debit a handling fee from any Account
4. Transactions on ATMs (such as cash withdrawals, transfers, etc.) shall be subject to maximum daily/transaction limits, as prescribed by the Bank from time-to-time; which can be referred to on the Bank's website www.hsbc.co.in.

Liabilities for ATM card transactions:

1. Subject to provisions concerning loss or theft of the ATM card in this section, you will be responsible for all transactions, including funds transfers to third party beneficiaries, effected by use of the ATM card, whether authorised by you or not.
2. We will debit the amount withdrawn, transferred or otherwise disposed of by the use of your ATM Card from the related Account. You will be unable to effect a transaction if there are insufficient funds in the related Account. If you effect a transaction in a currency other than Indian Rupees, we will debit that transaction from the related Account after conversion into Indian Rupees at our prevailing exchange rate at the relevant time of conversion
3. You should keep your PIN strictly confidential and should not allow any other person to access or use your PIN whether voluntarily or not. You should not write down or keep the PIN on or close to your ATM Card or in any way that may enable another person to use your ATM Card.
4. We accept cash or cheque deposited into an ATM using your ATM Card subject to subsequent verification in our normal course of business. The statement issued by the ATM at the time of the deposit only represents what you purport to have deposited and is not binding on us. Further, a cheque is accepted subject to final payment or clearing. You are not entitled to use or withdraw the proceeds of a cheque until they have been cleared
5. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the ATM card.
6. You authorise us to disclose, in strict confidence, to other institutions (whether in or outside India) personal data and information about you, your ATM Card and Accounts as may be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Services relating to your ATM Card
7. For the purposes of this Clauses on ATM cards , all references to Accounts include all other accounts accessible by the use of your ATM Card
8. Where an ATM facility has been incorporated in the credit card, the use of such facility will be subject to the above terms and conditions on the use of the ATM card.

9. Where a debit card or a credit card is issued to the customer, the customer shall be bound by the relevant Cardholder terms and conditions as amended from time-to-time;

PhoneBanking Services

1. Scope of PhoneBanking Service and Telephone Instructions: We may specify or vary the scope and features of the PhoneBanking Service from and modify, expand or reduce the same at any time and from time-to-time time to time with notice. Where such notice shall, in our sole discretion, be given, such notice may be made in such manner and by such means of communication as we shall deem fit, including, without limitation, the use of direct mailing material, advertisement or branch display. You may use the PhoneBanking Service and give us Telephone Instructions on your accounts and cards.
2. The Bank is authorised to act on the telephone instructions of the customer. The customer agrees that:
 - a. You authorise us to act on Telephone Instructions using your PhoneBanking PIN. You agree and confirm that each Accountholder agrees that we are not liable for acting in good faith on a Telephone Instruction using your PhoneBanking PIN even if that Telephone Instruction was not authorised by you, and you and each Accountholder will be bound by it. We have no duty to verify the identity of the person using your PhoneBanking PIN to give Telephone Instructions
3. The Bank may also, at its sole discretion, permit restricted access, as determined by the Bank, to PhoneBanking services, after successful verbal verification of the customer and without use of the PIN. In such cases, the Bank shall not be liable for acting in good faith on telephone instructions which it believes to emanate from the customer but which emanate from unauthorised individuals;
4. The Bank's record of the transactions processed by the use of PhoneBanking shall be conclusive proof and binding for all purposes.
5. You should keep your PhoneBanking PIN strictly confidential. You should not disclose your PhoneBanking PIN or allow any other person to use your PhoneBanking PIN (whether voluntarily or not). You should not keep a written record of your PhoneBanking PIN in any way that may enable another person to use it. You should promptly report to us any loss, theft, disclosure or unauthorised use of your PhoneBanking PIN.
6. The customer shall report to the Bank immediately upon losing the PIN or realising it has fallen into the hands of any unauthorised party and the Bank will also not be liable for receipt of the transaction details by a third party on account of any negligence or omissions and commissions not attributable to the Bank;
7. You and each Accountholder should ensure that there are sufficient funds or available credit facilities in the relevant Account or Debit Account to effect a Telephone Instruction. We have no obligation but may, without giving prior notice to you or any Accountholder, act on a Telephone Instruction where there are no sufficient funds or available credit facilities. If we decide not to act on that Telephone Instruction, we are not liable for any consequence arising from not acting. If we decide to act on that Telephone Instruction, you and each Accountholder will be liable to repay and indemnify us for the resulting overdraft, advance or credit created by effecting that Telephone Instruction
8. Any exchange rate or interest rate quoted by us in response to a Telephone Instruction is for reference only unless the rate is confirmed by us for a transaction. A rate confirmed by us and accepted by you for a transaction through the PhoneBanking Service will be binding on you even though we may have quoted a different rate at any time through telephone or other means of communication.
9. The Bank shall not be liable to the customer for any failure to carry out any telephone instruction which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the customer for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of any telephone instructions; and
10. The Bank may at its sole discretion deactivate the PIN issued to a customer, in case of non-usage of the same for a continuous period of time and shall notify the customer of the same.
11. You and each Accountholder jointly and severally will indemnify and reimburse us and our officers and employees for all actions, proceedings and claims which may be brought by or against us or them, and all losses, damages and reasonable amounts of costs and expenses which we or they may incur or suffer as a result of or in connection with our providing the PhoneBanking Service or acting or not acting on Telephone Instructions, unless due to the negligence or wilful default on our part or that of our officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely from it. This indemnity shall continue after the termination of the Account, an ATM card, a Credit Card, the variation or withdrawal of a Tier, the termination of the PhoneBanking Service or any service accessible through the PhoneBanking Service or these Terms and Conditions
12. You should notify an Accountholder or the holder of a Credit Account or any other person with whom you effect a transaction or fund transfer using the PhoneBanking Service of the details of that transaction. We are not responsible for giving such notice to you or any other person.
13. We may not process Telephone Instructions immediately or on the same day on which the Telephone Instructions are received by us due to system constraint or other reasons (whether or not beyond our control) including equipment malfunction or failure. We are not liable for any delay or failure in effecting a Telephone Instruction and our decision on whether or not to effect or the timing of effecting a Telephone Instruction will be final and binding on you and each Debit Accountholder.
14. In the event the customer decides to terminate the use of PhoneBanking services for whatever reason, the customer shall be required to give the Bank 7 days prior notice in writing, duly acknowledged by the Bank. Such termination shall be deemed a termination of the PhoneBanking facility accorded by the Bank to the customer. In an emergency, the Bank will endeavour to stop the facility if the instructions are received over the phone or in writing, to safeguard the customer's interests. The Bank however shall not be liable if the request of the customer is not carried out immediately due to reasons beyond its control.

15. The Bank shall terminate the PhoneBanking facility with immediate effect on occurrence of the following events:
 - a. Failure to comply with these terms and conditions applicable with respect to PhoneBanking service; or
 - b. An event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank; or
 - c. The customer becoming the subject of bankruptcy, insolvency proceedings or proceedings of a similar nature; or
 - d. Demise of the customer; or
 - e. Any other cause arising out of operation of law.
16. You should notify us if a Debit Account is converted to a joint account with joint signing arrangement. We have the right to exclude that account from the PhoneBanking Service.

Funds Transfer (Telegraphic transfers, Internet Bank transfers, Overseas Remittances)

1. You may instruct us to effect a TT or RTGS by such means accepted by us from time to time, and the following terms apply unless we specify otherwise:
 - a. We have the right to refuse to accept or act on an Instruction to effect a TT or RTGS without giving reasons and, if we accept an Instruction, we have the right to effect the Instruction either as a TT or RTGS according to its routing arrangement.
 - b. We have the right to send the TT or RTGS either literally or in code and we are not responsible for any loss, delay, error, omission or alteration which may occur in the transmission of the message or for its misinterpretation by the recipient.
 - c. If we do not receive specific Instructions from you, the TT or RTGS will be effected in the official currency of the jurisdiction where payment is to be received.
 - d. We will communicate to the correspondent or beneficiary bank your request to pay its charges or overseas charges. That bank decides whether the beneficiary receives the full amount of the TT or RTGS. We have no control and take no responsibility in that matter.
 - e. We have the right to effect the TT or RTGS through a correspondent or beneficiary bank other than that specified by you if operational circumstances or Applicable Regulations so require.
 - f. Where we are unable to provide a firm exchange rate quotation for any reason, we have the right to effect the TT or RTGS on the basis of a provisional exchange rate which is subject to adjustment when the actual exchange rate is ascertained. You authorise us to debit or credit any difference between the provisional rate and the actual rate to your Account.
 - g. If you wish a TT or RTGS to be effected on a particular date, you should clearly specify that date in your Instruction unless we agree otherwise.
 - h. A TT or RTGS Instruction may not be processed on the same day if our remittances department does not receive it before the relevant cut-off time set by us.
 - i. A TT or RTGS Instruction is subject to the cut-off time relating to the geographical location of the place where payment is to be received or the funding arrangement requirements of the settlement banks. This may mean that your Account is debited before the day the payment is received and we are not responsible for any interest expense or loss incurred or suffered by you or any other person as a result.
 - j. Processing of a TT or RTGS Instruction is subject to the availability of the relevant services, including the availability of the clearing system of the applicable currency or of the jurisdiction where the correspondent or beneficiary bank is located.
 - k. We do not have to inform you of any of the following matters:
 - a. any exchange control or restriction which may be imposed by Applicable Regulations, and we are not liable for any loss or delay to you arising from or in connection with such control and restriction. You should make your own enquiries in this regard; or
 - b. any charges which may be imposed by a correspondent or beneficiary bank or any other bank;
 - l. Where the beneficiary of payment does not maintain an account with any HSBC Group member or our agents, we and our agents have the right without giving you notice to make payment by a means other than TT or RTGS in accordance with the customary or accepted banking practice in the jurisdiction where the payment is to be received.
 - m. Even if we have accepted a TT or RTGS Instruction, we have the right to refuse to process or effect payment without giving you notice, if we are of the reasonable opinion that:
 - a. there is insufficient available funds in the Account specified in your Instruction from which payment is to be made;
 - b. any information given in or relating to the Instruction is incorrect, incomplete or unclear;
 - c. the Instruction or processing of the Instruction would be a breach of any Applicable Regulations; or
 - d. you have specified additional Instructions or requests relating to the TT or RTGS which are not acceptable to us.
 - n. In processing a TT or RTGS Instruction, we may be required by Applicable Regulations concerning anti-money laundering and anti-terrorist financing activities to disclose the personal data or other information about you (including the originating account number, your name, address, date of birth, number of personal or corporate identity document and other unique reference), and you expressly authorise us (and each correspondent or

beneficiary bank) to make the necessary disclosure to any correspondent or beneficiary bank, the payee or any Authority as we (or that correspondent or beneficiary bank) consider appropriate.

- o. We have the right to deduct any charges imposed by a correspondent or beneficiary bank from the payment amount or any of your accounts with us including an Account.

Depositing Items or Inward Remittances

1. You may deposit any Item to your Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order (including that it is appropriately dated and signed, with the amounts in words and figures matched).
2. We have the right to require you to provide details of an Item when depositing it and to verify any details provided by you after issuing a receipt for it. You will provide accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you and we are entitled to adjust the applicable Account accordingly.
3. We accept an inward remittance (including a payment pursuant to the standing instruction of another person) or Item (whether in Indian Rupees or any other currency) for deposit into an Account subject to final payment or clearing and we may not make the proceeds available for use until receipt of unconditional payment. We have the right to debit the relevant Account with the appropriate amount if unconditional payment of an inward remittance or Item is not actually received by us for any reason (including insufficient funds in that person's account for executing the standing instruction) plus any charges.
4. The proceeds of an inward remittance or Item may not be credited to your Account on the same day we receive the remittance or Item if we do not receive it before the relevant cut-off time set by us. No interest will accrue before the proceeds are actually credited to your Account.
5. There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. Some jurisdictions have Applicable Regulations dealing with the handling of cheques sent for clearing or collection that require return of a cheque and the amount paid even after clearing and payment. For example, the paying bank of a cheque drawn on a US bank has the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. This refund period may be indefinite for a US Treasury cheque. We have the right to seek repayment from you of any cheque paid to you that is required to be repaid or refunded, regardless of whether the cheque is sent for collection or accepted for deposit by us. Our right remains throughout the period in which the Applicable Regulations may require refund of the cheque. We accept the deposit of any foreign currency cheques on the following terms:
 - a. In accepting cheques drawn on other banks, we have the right to decide which cheques to accept for deposit and which cheques to send for collection.
 - b. Where we send a cheque for collection, this will be done subject to the rules set out in International Chamber of Commerce (ICC) Publication No. 522 (Uniform Rules for Collections) (or any up-to-date equivalent in force) and the proceeds of the cheque will only be credited to your Account after we actually receive payment from the other banks.
 - c. If a cheque accepted for deposit is dishonoured or if a cheque collected by us is subsequently required to be refunded by Applicable Regulations, we will debit your account with the value of the cheque plus any charges
 - d. Charges of other banks (if any) will be debited to your account with notice to you.

Mobile Alerts

Definitions

1. In these terms and conditions, the following terms shall have the following meanings:
'Alerts' means the customized messages sent as short messaging service (SMS) to the Customer over his registered mobile phone.
2. 'CSP' means the Cellular Service Provider with whom HSBC India has an arrangement for providing the Facility 'Facility' means the facility of receiving Alerts.
3. 'Pull Facility' shall mean the facility through which the Customer will be able to make requests about their Account/s by sending key words through SMS to HSBC India's Contact Number provided for the purpose.
4. 'Keywords' shall mean specific words that need to be typed to get response to the message sent.
5. 'Response' shall mean the SMS sent by HSBC India in response of the request made by the Customer about their Account/s by sending 'keywords' through SMS to HSBC India's Contact Number provided for the purpose.

Availability

1. The Facility is made available to the Customer, at the sole discretion of HSBC India and may be discontinued by HSBC India at any time, with intimation. The Facility is currently available only to Customers with Accounts with HSBC India's branches.
2. The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The Customer understands that unless he is a subscriber of the specific CSPs, the Facility will not be available.
3. The Alerts will be sent to the Customer only if the Customer is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs
4. HSBC India may, if feasible, extend the Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by it, from time to time.

5. One mobile number can be registered only against one customer id.
6. The pull facility will be available only to customers with active HSBC Personal Internet Banking accounts.
7. Alerts will be sent to the Customer's mobile number registered on HSBC India's records for transactions in the customer's HSBC Premier Account in India which results into a Debit of `5,000 or a Credit of `10,000 and above. In case the Customer wishes to modify the standard threshold alerts and /or the existing alerts, the customer will have to provide written instructions to HSBC India. However the customer will receive alerts on all transactions done using HSBC Debit and Credit Card. To know more about the list of mobile alerts available and the procedure of registering for the same, Customer should visit HSBC India's website - www.hsbc.co.in.

Process

The Customer acknowledges that Alerts will be implemented in a phased manner. HSBC India, may from time to time, change the features of any Alert.

Pull Alerts

1. HSBC India shall allow Pull facility to the Customer's mobile phone number as registered by the Customer with HSBC India. It shall not be under any duty to verify the authenticity of the person receiving the information. The Customer is responsible for the accuracy of the mobile phone number and/or email address and/or any other Account information registered with HSBC India and the Customer shall be solely responsible for intimating to HSBC India any change in the phone number or email address or Account details.
2. The Customer undertakes to inform HSBC India in case he closes his account with it.
3. The Customer acknowledges that to receive Response of the Pull & Push facility, Customer's mobile phone must be in an 'on' mode. If the Customer's mobile phone is kept 'off' for a continuous period of 48 hours from the time of delivery to the CSP of the Response message by HSBC India, that particular Response message may not get delivered to the Customer .
4. The Customer acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by HSBC India. The Customer accepts that timeliness, accuracy and readability of Response sent by HSBC India will depend on factors affecting the CSPs and other service providers. HSBC India shall not be liable for non-delivery or delayed delivery of Response, error, loss or distortion in transmission of the Response to the Customer. In case the Customer observes any error in the information provided by HSBC India through this Facility, the Customer shall immediately inform it and HSBC India in turn will make the reasonable efforts to rectify the error as soon as possible.
5. HSBC India shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold HSBC India liable for non-availability of the Facility or non-performance by any CSPs or other service providers or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Response for the Customer's investment or business purposes) for causes which are not attributable to HSBC India. HSBC India shall not be liable in any manner to the Customer in connection with the use of the Facility.
6. The Customer accepts that each Response may contain certain Account information relating to the Customer. The Customer authorizes the Bank to send Account related information to an International/Local CSP for transmission of the SMS alerts.
7. The customer accepts that in case of alerts on TMDs, the balance received through the pull alerts will be the maturity amount of the TMD and may be different from the final amount payable to the customer especially in case of foreclosures.
8. In case of credit card accounts the balance received through the pull SMS will be an indicative balance and any unbilled transaction may not be reflected in the SMS alert received by the customer.

Receiving Alerts

The Customer authorizes HSBC India to send any message such as season's greetings, birthday/anniversary greetings, or any other message that HSBC India may consider appropriate, to the Customer pertaining to the banking/ credit card transactions.

Withdrawal or Termination

HSBC India may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. HSBC India may, with intimation, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.

Fees

HSBC India may at its sole discretion revise the charges/fees for use of any or all of the Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, as per the terms and conditions of the CSP and HSBC India is in no way concerned with the same.

Disclaimer

1. HSBC India shall make all reasonable efforts to ensure that the Customer's personal/account information is kept confidential. HSBC India does not warrant the confidentiality or security of the messages whether personal information or account information or otherwise, transmitted through the Facility. The transmission of the messages, however, cannot be guaranteed to be completely secure and HSBC India will not be liable for loss of any information/instructions/ Alerts in transmission nor be responsible for security of the transmission.

2. No information provided through the Service shall be regarded as an offer or invitation by HSBC India to buy or sell any goods, products, services or securities nor are such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party.
3. HSBC India will not be concerned with any dispute between the Customer and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for delivery or accuracy of the contents of each Alert.

Disclosure

The Customer accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of HSBC India (and its affiliates). HSBC India is authorized to provide any information or details relation to the Customer of his Account to the CSPs (either locally or outside the country) or any service providers so as to enable them to provide any services to the customers.

Liability & Indemnity

1. The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable in damages to HSBC India. In consideration of HSBC India providing the Facility, the Customer agrees to indemnify and keep safe, harmless and indemnified HSBC India from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which it may at any time incur, sustain, suffer or be put to as a consequence of our arising out of acting in good faith, acting on omitting or refusing to act on any instructions given by use of the Facility. The customer shall indemnify HSBC India for unauthorized access by any other person to any information given by the customer or breach of confidentiality.
2. HSBC India may amend the above terms and conditions, at any time without prior notice to the Customer and such amended terms and conditions will thereupon apply to and be binding on the Customer.

Governing Law and Jurisdiction

The provision of the Facility shall be governed by the laws of India and any disputes in this regard shall be subject to the exclusive jurisdiction of courts in Mumbai. I/We wish to avail of the Mobile Push Alert Services and receive SMS Alerts on my mobile phone number registered with HSBC India. I/We have read and understood the terms and conditions related to the service (a copy of which is available as part of the Account Rules on www.hsbc.co.in). I understand that HSBC India may, at its absolute discretion, discontinue the service completely or partially without any notice to me/us. I/We agree that HSBC India may debit my/our account for service charges as per the prevailing tariff from time to time. I/We accept and agree to be bound by the above-mentioned terms and conditions and to any changes made therein from time to time in the future. I/We undertake to intimate HSBC India immediately in the event of any change in my mobile phone number. I/We also understand that the SMS Alerts under this service may contain certain Personal and/or Account Information. I/We also understand and acknowledge that while HSBC India will make all reasonable efforts to ensure that the my/ our personal/account information is kept confidential, the SMS Alerts cannot be guaranteed to be completely secure and HSBC India accepts no liability in this regard.