

Terms and Conditions

HSBC Global View

Global View (the "Service") is provided by HSBC Holdings plc and its worldwide subsidiaries (each of which is included when the words "we" and "us" and "our" and "HSBC" are used in these terms). The service enables you to link and view on a HSBC internet website or view only when accessing a HSBC internet website via a supported mobile device, in any one country in the world, your HSBC accounts held and accessible through HSBC personal internet banking in that country with your HSBC accounts held and accessible through HSBC personal internet banking in any other country. The service is not available in all countries and is not accessible via mobile devices in all countries.

Please read these terms and conditions ("Terms") before you begin using the service and linking your accounts.

A. Use of the Service

- Information you provide:** You agree, we may use any information you provide to us or which we hold about you (whether in connection with the service or otherwise) but only as required to provide the service to you.
- Account access:** You agree that our employees, regulators, third party service providers, auditors, legal advisers and other agents may have access to your information as reasonably required to provide the service, investigate complaints and comply with applicable law, regulation and any applicable code.
- Your HSBC accounts:** By using the service, you agree that we may access and link your HSBC accounts held in any country in the world by accessing and linking on your behalf, the HSBC websites designated by you, to retrieve your account information and to use and hold the information on our servers (wherever they may be located in the world) in connection with providing the service and you hereby appoint us as your agent for this limited purpose. You confirm that you are the legal owner of the account(s) designated by you and that you have authority to use the service.
- Service instructions:** You agree to comply with any instructions we notify to you at any time in connection with the use of the service or the security of the service. We will never contact you to ask for your password(s) or logon information. You agree not to use the service for illegal purposes.
- Our rights in the service:** You acknowledge and agree that HSBC owns all rights in the service and the content displayed on our site(s). You are only permitted to use this content in connection with the service. You may not copy, reproduce, distribute, or create derivative works from this content. You also agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the service.
- Tax and regulatory authorities:** You acknowledge that by using the service to link and view your HSBC account(s) held in any one country in the world (the "first country"), with your HSBC account(s) held in any other country in the world, that this may mean that tax and/or regulatory authorities in such other country in the world where your HSBC account(s) is held may, by law, have the right of access to your HSBC account information relating to your account(s) held in the first country and vice versa. You may wish to seek guidance on this from your tax and legal advisers.

B. Service Security

The following provisions are for the benefit and security of all users of the service:

- Provide accurate information:** You agree to provide true, accurate, current and complete information about yourself as requested in linking your account(s). You also agree to keep your account information up-to-date and accurate at all times.
- Keep your password(s) safe:** You are responsible for maintaining the confidentiality of your password(s) and other security details relating to the service. Your password(s) and other security details must not be disclosed to anyone, other than as required to use the service. Please notify us immediately of any unauthorised use of your password(s) or of any other breach of security. Except to the extent required by law, regulation or any applicable code, we will not be liable to you for any loss that you may incur as a result of someone else using your password(s) in connection with the service. You must not use another person's password(s) at any time.

C. Cancellation, discontinuance and changes

- Cancellation of the service:** You may cancel the service at any time by giving us notice. Upon receipt of your request to cancel the service, the linking of your account(s) will cease. You may also request, at any time, that one or more of your linked account(s) be removed from the service. The service will be cancelled if you remove all your linked account(s) from the service.

2. **Discontinuation of the service:** We reserve the right to discontinue, temporarily or permanently, the service at any time either with or without notice if you are in breach of these terms or the terms of any other agreement with us or if you no longer meet our qualifying criteria or if there is a suspected breach of security or if we need to carry out maintenance or if for commercial, legal or regulatory reasons, we consider at any time the provision of the service is no longer viable.
3. **Changes to the service and to these terms:** We may change the service and/or these terms at any time for technical reasons or to improve the service by giving you such notice as is required by law, regulation or any applicable code. We may also introduce a fee for using the service by giving you such notice as is required by law, regulation or any applicable code. If you do not agree to any changes we make (including if we introduce a fee), you may stop using the service before the changes are made. You agree that we will not be liable to you or to any third party for any changes to or for any discontinuance of the service.

D. No Warranties, Limits to our Liability and Indemnity

1. **No warranties:** We will take reasonable care to ensure that any information provided to you through your use of the service is an accurate reflection of the information contained in our computer systems, or where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the service and to circumstances beyond our reasonable control, you agree that your use of the service is at your own risk and that the service is provided on an "as is" and "as available" basis. We do not guarantee that the service will be uninterrupted, timely or error-free and to the maximum extent allowed by law, regulation or any applicable code, the service is provided without any warranty of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
2. **Limits to our liability:** You agree that, to the maximum extent allowed by law, regulation and any applicable code, we will not be liable for any indirect, incidental, special or consequential losses or exemplary damages, including, but not limited to, loss of profits, loss of goodwill, use, data or other intangible losses, even if we have been advised of the possibility of such losses, resulting from:
 - i. The use or the inability to use the service;
 - ii. Unauthorised access to the service;
 - iii. Statements or conduct of anyone in the course of providing the service; or
 - iv. Any other matter relating to the service.
3. **Indemnity:** You agree to indemnify and fully compensate us and our service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from your breach of these terms or by your infringement of any of our intellectual property rights.

E. Other Terms applying

These terms shall not affect the terms of any agreement (the "Other Terms") that may apply to you relating to the use or operation of our personal internet banking service(s) in respect of your account(s) and the other terms shall remain in full force and effect. In the event that these terms conflict with the other terms, these terms shall prevail to the extent they relate specifically to the service, they comply with the law, regulation and any applicable code and to the extent of any such conflict. You must not conduct transactions under other terms contrary to applicable sanctions (including if you are a US person, OFAC sanctions).

F. Miscellaneous

1. The service is personal to you and you may not assign it to anyone. You agree not to make any commercial use of the service.
2. Unless otherwise provided in these terms, all notices we give you or you give us shall be in writing and may be given by electronic mail on the same basis as (and subject to the same conditions as) the other terms. Additionally, unless prohibited by law, regulation or any applicable code, we may give you notice by message we broadcast through the service or through our personal internet banking service.
3. Any notice given by electronic mail or which we broadcast through the service or through our personal internet banking service under F2 shall be regarded as received 24 hours after its dispatch.
4. Any relaxation by us of these terms at any time does not affect our right to enforce these terms strictly at any time.
5. If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intention of the parties with all the other provisions remaining in full force and effect.
6. These terms are the entire understanding between you and us about the service.
7. These terms shall be governed by the law of the jurisdiction or country in which your HSBC account(s) is held in respect of which you first use the service to link that account(s) to account(s) held in another country or jurisdiction and to the extent allowed by law, you agree to the non-exclusive jurisdiction of the courts of that jurisdiction or country.

G. Terms and Conditions for Global Transfers

Global Transfer Service (the "Global Transfer Service") is provided by HSBC Holdings plc and its worldwide subsidiaries (each of which is included when the words "we" and "us" and "our" and "HSBC" are used in these terms). The Global Transfer Service enables the HSBC customers ("Customer") of The Hongkong and Shanghai Banking Corporation Limited, India ("the Bank") a convenient way to transfer money between accounts linked in global view, through the Bank's personal internet banking in that country with your accounts held and accessible through HSBC personal internet banking in any other country. The Global Transfer Service is not available in all countries.

Please read these terms and conditions ("Terms") before you begin using the Global Transfer Service and transferring funds between your accounts:

- The Bank shall not be liable for any fluctuations in foreign currency exchanges.
- All fund transfer requests involving currencies apart from USD would be first converted to USD and then to the eventual currency intended in.
- All foreign currency transactions through HSBC India are subject to Service Tax. A service charge of ₹310/- (inclusive of service tax as may be applicable from time to time) per transaction would be levied for every outward Global Transfer by the Bank. This charge does not apply to HSBC Premier customers.
- The Bank shall debit the customer's account with the instructed debit amount in the domestic currency and credit to be effected in currencies other than the domestic currency of issuance after conversion into the intended currency at the prevailing exchange rate as determined by the Bank on the day of conversion.
- Outward transfers from India using the Bank's internet banking services are only permissible through NRE accounts.

Where a transfer takes place involving 1 or 2 unsupported currencies, the customer will always receive an indicative exchange rate on the review details screen. Where the 'unsupported currency entity' treasury is 'open', the actual exchange rate that is applied to the transfer will be displayed on the confirmation page, and the transfer will be processed 'real time'. Where that treasury is closed, the indication rate will be displayed on the confirmation page as well. The debit will be processed 'real time' and the credit will be processed when the local treasury is open (the customer will be advised on the delay in the credit on screen). The actual amounts and exchange rate used will be displayed to the customer in Global Transfers history once the transfer has been processed. 'Instant Credit' and 'Real Time rates' for transactions between two countries will be made available only if the transaction is made between two currencies as listed below and during working hours of both countries. In case, the transaction pertains to any currencies other than the currencies listed below, the same will be executed on the next working day and then the prevailing exchange rate will be applicable. The listed currencies are AUD, GBP, SGD, CAD, HKD, THB, CHF, JPY, USD, EUR, NZD, AED, ILS, SAR, BHD, KWD, SEK, BND, MXN, TYR, CZK, NOK, ZAR and DKK.

Supported currencies (AUD, CAD, CHF, DKK, EUR, FJD, GBP, HKD, MXN, JPY, SGD, USD, ZAR, NZD) are the ones where immediate transfers are made 'near real time'[#] with an exception of 1st January when Hong Kong Treasury is not open for trading. The exchange rate applied as well as debit and credit amount of the Global Transfer is advised by Global Transfer Service. All other currencies, other than the above, are deemed to be 'unsupported currencies'.

[#]Near real time = as soon as any automated checking has been complete.

- Customer is required to check the status of all transactions including any unsuccessful transfer in the "Transfer History" page before retrying the same and the Bank shall not be responsible if such transfer has not been effected for any reason whatsoever.
- The 'Global Transfer Services' shall be available in selective countries only and will be rolled out to more countries in due course of time. In India, the 'Global Transfer Service' is subject to applicable restrictions under Foreign Exchange Management Act, 1999.
- The 'Global Transfer Service' is not applicable to telegraphic transfers set-up via standing instructions.
- The customer shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the customer's accounts for the purpose of the internet requests or other instructions and the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out such instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to customer and the customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related charges. 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.
- The daily transactional limit for any outward transfer is set at ₹1,00,00,000 that includes all types of own account transfers.
- The cut-off timing for all outward payments is between 09:15 hrs IST and 15:30 hrs IST, Monday to Friday. Transaction requests received within the above timings would be processed the same day.

- The transaction will be carried out subject to availability of clear funds in the debit account on the effective date. If this effective date happens to be a Sunday or a bank holiday, the transaction will get processed on the next 'working day'. The term 'working days' refers to days that are bank working days in both, the country of remittance and the Bank.
- The Bank shall not be liable for any transactions not carried out due to any technical reason.

The Bank shall terminate this facility with immediate effect on occurrence of the following events :

Failure to comply with the terms and conditions herein set forth; or

- i. An event of default under any agreement or commitment (contingent or otherwise) entered into the Bank; or
- ii. The customer becoming the subject of bankruptcy, insolvency proceedings or proceedings of a similar nature; or
- iii. Demise of the customer; or
- iv. Any other cause arising out of operation of law.