

# Terms and Conditions

for Banking online with HSBC - Business Internet Banking Customers

## Business Internet Banking Terms And Conditions

The use of any and all services at or under Business Internet Banking shall at all times be governed by the following Terms and Conditions. By registering to use the Services as also by virtue of your continued usage of the Services, the Customer shall be deemed to have accepted and be bound by all these Terms and Conditions.

### 1. INTRODUCTION

- 1.1 The Customer wishes to use the Business Internet Banking Service provided by the Bank and the Bank is willing to make the Business Internet Banking Service available to the Customer.
- 1.2 The Customer and the Bank agree that the Business Internet Banking Service shall be supplied to the Customer subject to the Terms and Conditions contained or referred to in this Agreement.
- 1.3 The Customer may, acting through Customer Delegate(s), access the Business Internet Banking Service through the [hsbc.co.in](http://hsbc.co.in) site.
- 1.4 By signing the Application Form (which term includes any Supplements thereto) and returning it to the Bank, the Customer agrees to be bound by these Terms and Conditions.
- 1.5 Defined terms used in these Terms and Conditions are set out below:

**'BIB Terms'** These Terms and Conditions, as modified from time to time in accordance with the terms hereof, including any supplementary terms for the provision of the Business Internet Banking Service, published from time to time, which shall form part of these Terms and Conditions and any other Business Internet Banking literature (including all Business Internet Banking Customer Guide) mentioned in these Terms and Conditions.

**'Bank' (also 'we', 'us', 'our')** The Hongkong and Shanghai Banking Corporation Limited in India and where the context allows or requires, include its successors and assignees.

**'Business Internet Banking' ('BIB')** The HSBC Group's Business Internet Banking available through the Internet.

**'BIB Customer Guide'** The welcome letter, the BIB brochure, the welcome guide, the security guide and all customer guides, manuals, help text or similar documents (whether in hard copy or in electronic form) issued by us to you at any time in any format for use with the BIB Service.



<b>'Business Internet Banking ID'</b>	The user short name for the BIB Service designated (whether by the Bank, the Customer or the Customer Delegate as the Bank shall prescribe) for use and/or used by the Customer Delegate.
<b>'BIB Service'</b>	Any banking product or service provided by the Bank to the Customer using Business Internet Banking.
<b>'Customer' (also 'you', 'your', 'yours')</b>	The Customer named on the Enrollment Form.
<b>'Customer Delegate'</b>	Any of the Primary User(s) or Secondary User(s) who are authorised by the Customer (or Primary User, in case of Secondary Users) from time to time to use the BIB Service.
<b>'Customer Instruction'</b>	Any request or instruction that is received by the Bank through Business Internet Banking.
<b>'Application Form'</b>	The application form provided to the Customer by the Bank for the purpose of applying for access to BIB.
<b>'HSBC Group'</b>	HSBC Holdings plc and its subsidiary and associate undertakings, or any of their branches.
<b>'hsbc.co.in Site'</b>	The HSBC India portal through which you access BIB.
<b>'Institution'</b>	(i) Any member of tzhc HSBC Group (other than the Bank) and (ii) any third party financial institution which the Customer has notified to the Bank should be treated as an Institution for the purposes of these BIB Terms.
<b>'Online'</b>	By way of Internet access to BIB through the hsbc.co.in site.
<b>'Password'</b>	Any confidential password, phrase, code or number, or any other identification whether issued to the Customer or any Customer Delegate by the Bank or adopted by the Customer or any Customer Delegate (including any Username and Security Code) which may be used to access the hsbc.co.in site and/or BIB and/or the BIB Service and/or to effect Customer Instructions.
<b>'Primary User'</b>	The Customer Delegate entrusted with responsibility for the initial BIB portfolio registration and the Customer's on-going use of BIB as described in the BIB Customer Guide.
<b>'Secondary User'</b>	A Customer Delegate appointed by the Primary User.
<b>'Security Code'</b>	A one-time password generated by the Security Device for use by a Customer Delegate to access the hsbc.co.in site and/or BIB and/or certain BIB Service.
<b>'Security Device'</b>	An electronic device designated by the Bank for use by each Customer Delegate to generate the Security Code.

## 2. THE SERVICE

- 2.1 The BIB Service enables you to view certain accounts Online and to give us instructions Online in relation to certain services you receive from us, and certain accounts and products that you have with us.
- 2.2 You agree to at all times, in addition to complying with the BIB Terms, to exercise due diligence and good faith in using our BIB and our BIB Service. Should we be of the opinion that you or your Customer Delegates have in any way breached the BIB Terms, we shall have the right to, without further notice, suspend or terminate the use of our BIB or our BIB Service by you and/or any one or more of your Customer Delegates.
- 2.3 The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation:
  - (i) expanding, modifying or reducing the Services at any time;
  - (ii) imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Services;
  - (iii) prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time zones; and
  - (iv) reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilised the relevant Service(s) for a period of time that the Bank may designate from time to time or otherwise as part of the Bank's internal risk control programme.

## 3. REGISTRATION PROCEDURE

- 3.1 The procedure for registration of Customer Delegates is set out in the BIB Customer Guide. Failure to follow such stipulated procedures set out in the BIB Customer Guide may result in you or any of your Customer Delegates being unable to access fully or in part the BIB Service.
- 3.2 Existing BIB Delegates – Customers registered on BIB prior to December 10, 2006 shall be migrated to the new version of BIB. Existing Customer Delegates of such Customers shall be migrated to the new version of BIB as Secondary Users. These Terms shall be applicable to such existing Customer Delegates upon migration to the new version of BIB. The access available and limits applicable in respect of such Customer Delegates will be the same as that available/applicable in the previous version of BIB. Creation of new users for such existing Customers may be effected in accordance with these Terms.

#### 4. CUSTOMER INSTRUCTIONS

- 4.1 We will only accept a Customer Instruction if it has been effected through the BIB Service using the appropriate Password(s) in accordance with the BIB Customer Guide and the BIB Terms and as shall be prescribed by the Bank from time to time.
- 4.2 You request and authorise us to treat all apparently valid Customer Instructions received by the Bank as instructions properly authorised by you, even if they conflict with the terms of any other mandates given by you at any time concerning your accounts or affairs. Subject to our obligations in Clause 4.1 above, we shall be under no other obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.
- 4.3 You are responsible for the accuracy and completeness of Customer Instructions and for ensuring that they will achieve your intended purpose. We are not liable for any loss or delay where the contents of a Customer Instruction are inaccurate or incomplete.
- 4.4 You are responsible to ensure that the use of BIB is in accordance with extant laws, rules and regulations (whether pertaining to India or any other country) as applicable to you. In particular, you are responsible to ensure that use of the services is in strict accordance with the Foreign Exchange Management Act, 1999 and any rules/regulations thereunder (hereinafter referred to as 'FEMA'). In case of transactions effected in foreign currency using the Services, you should promptly contact the Bank and complete all necessary documentation, as required under FEMA. In the event of any failure to comply with the same, you will be liable for action under the FEMA. You shall indemnify and hold the Bank harmless from and against any/all consequences arising from your not complying with the provisions of any applicable laws, rules or regulations. You undertake not to use the Services to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations.
- 4.5 In the event that you request us to cancel or modify any Customer Instruction, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request. You, however, acknowledge and agree that a Customer Instruction, once executed, shall be irrevocable and binding.
- 4.6 We are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with a Customer Instruction.
- 4.7 We may, in our absolute discretion and without liability, refuse to act on or delay acting on a Customer Instruction if:
- 4.7.1 it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon you generally or by you upon the Customer Delegate in question or upon yourself;
- 4.7.2 we know of or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of your accounts or the BIB Service generally; or

4.7.3 we have terminated the BIB Terms pursuant to Clause 18 hereof.

The Bank will, to the extent possible, inform the Customer as soon as practicable for delays or cancellation resulting as a result of any action by the Bank under clause 4.7.2 of these Terms.

- 4.8 In the event that we do not act on or delay acting on a Customer Instruction pursuant to Clause 4.7 above, we shall notify you of this as soon as is reasonably possible.
- 4.9 A transaction being carried out is not always simultaneous with a Customer Instruction being given. Some matters may take time to process and certain Customer Instructions may only be processed during normal banking hours even though BIB is Online and may be accessible outside such hours.
- 4.10 As part of certain of the BIB Services, you may issue a Customer Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. You must ensure information you ask us to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or for infringement of any other third party rights).
- 4.11 If we agree that you may communicate with us or we agree to communicate with you (or any third party) via email, the internet, or any other method (other than via BIB) you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.
- 4.12 Authority to Transfer Funds - Waiver of Requirement for two or more signatures. Customer agrees that if there is any requirement to verify two or more signatures on cheques or transfers of funds, such requirement shall NOT apply to Customer Instructions for funds transfers, including online funds transfers, using BIB Services. Customer is responsible to establish the appropriate Account Controls in accordance with the BIB Customer Guide. Customer releases the Bank from liability when executing transfers or payments in accordance with Customer Instructions. Customer acknowledges that limitations on individual or joint authority to transfer funds under other Bank agreements will not apply to Customer Instructions on BIB. Customer acknowledges that limitations on such access can only be controlled by the Customer and the Primary Users, not the Bank. The Bank will not be liable to the Customer or any business entity for any loss, damage, or expense arising from access to an account by a Secondary User and the Customer hereby agrees to indemnify and keep the Bank harmless against all actions, claims or demands arising from actions of a Secondary User.

#### 5. SERVICE INTERRUPTION

- 5.1 We may suspend any service provided to you under the BIB Service without notice where we consider it necessary or advisable to do so, for example to protect you when there is a

suspected breach of security or we need to suspend the BIB Service for maintenance or other reasons.

5.2 We will use reasonable efforts to inform you without undue delay through the BIB Service, and/or our website(s) if any service under the BIB Service is not available. In the event that we have levied any charge to you which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for the BIB Service as a whole) then we will reimburse you this sum. Other than reimbursing any sum as set out above, we will have no further liability to you.

5.3 It may be necessary from time to time to suspend some or all of the BIB Service for routine, non-routine or emergency maintenance where we consider it necessary to do so. In the event of such a suspension being necessary, we will in so far as is possible provide you with a reasonable period of notice prior to the suspension.

## 6. TRANSACTIONS WITH OTHER INSTITUTIONS

6.1 You appoint us as your agent on your behalf to request any Institution to supply BIB with information about you and your accounts and to use BIB to instruct an Institution to give effect to Customer Instructions.

6.2 Where we pass Customer Instructions to an Institution on your behalf, we are not responsible for any delay or failure by the Institution in executing those instructions.

6.3 Where BIB delivers to you any information supplied to us by an Institution, we make no warranty as to the accuracy or sufficiency of the information provided by that Institution.

6.4 In order that an Institution may give effect to a Customer Instruction, you agree that we may, as your agent, agree with any Institution that where applicable the provisions of the BIB Terms will apply between you and the Institution.

6.5 We may appoint other parties to provide some or all of the BIB Service under the BIB Terms. You agree that such parties shall have the benefit of any provisions of the BIB Terms which limit our liability.

## 7. CONFIDENTIALITY

7.1 We will take reasonable care to ensure that information about you and all Customer Delegates which is stored or transmitted using BIB and the BIB Service remains confidential and is not disclosed to any third parties outside the HSBC Group without your written permission. However, you authorise us to disclose information relating to you, your accounts and all Customer Delegates to any agent, contractor or third party service provider who provides services to us in connection with the operation of our business and where we are obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where we reasonably think necessary in order to give effect to a Customer Instruction or generally to enable us to provide the BIB Service.

7.2 You agree that we, and any other members of the HSBC Group, may disclose information relating to you, your accounts and all Customer Delegates to other members of the HSBC Group where we consider this to be desirable for the effective provision of the BIB Service, or so that services may be processed for us or any member of the HSBC Group in any country or jurisdiction, both inside and outside India and the European Economic Area (EEA).

7.3 Customers from the EEA should be aware that other countries may not provide the same level of protection as the EEA. By the BIB Terms, you agree to your data being used as described and that it may be transferred as stated above.

7.4 Where our service provider is situated outside India in an area where there are less data protection laws, we will impose on the service provider confidentiality undertakings substantially similar to the data protection requirements in India.

## 8. SECURITY PROVISIONS

8.1 You and all Customer Delegates agree to comply with the provisions of the BIB Terms and any other reasonable instructions or recommendations we may issue to you regarding BIB security including, without limitation, the security recommendations contained in the BIB Customer Guide. You agree that it is your sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the BIB Service, and information stored on your computing and communications systems, and in particular your and any of your Customer Delegates' control of Usernames and Passwords and access to BIB.

8.2 You confirm that you have assessed the security features of BIB and have determined that they are adequate to protect each of the Customer Delegate's and your interests.

8.3 You agree to ensure that each of your Customer Delegates complies with the terms of the BIB Terms and any security procedures mentioned or referred to in it including, without limitation, the security recommendations contained in the BIB Customer Guide.

8.4 You must ensure that your Customer Delegates keep their Usernames, Passwords and Security Device secure and secret at all times and take steps to prevent unauthorised use thereof. For example, they must:

8.4.1 never write or otherwise record their Passwords in a way that can be understood by someone else except where it is required by the Bank for the registration of a Customer Delegate or for any other reason as set out in the BIB Customer Guide;

8.4.2 never reveal their Passwords to anyone else including our staff, except where specifically provided in the BIB Customer Guide;

8.4.3 destroy any advice from us concerning their Passwords promptly after linking their BIB logon details to their hsbco.in site logon, except where specifically provided in the BIB Customer Guide;

8.4.4 avoid Passwords which may be easy to guess such as passwords used in connection with third parties;

- 8.4.5 inform us immediately if they believe that a third party may have seen or have had access to their Passwords or access to their Security Device;
  - 8.4.6 never record their Passwords on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or the like on their Internet browser);
  - 8.4.7 ensure that they are not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys they are pressing while logging on;
  - 8.4.8 change their Password on a regular basis and not alternate between passwords;
  - 8.4.9 never personalise their Security Device in such a manner so as to allow or facilitate anyone to link the Security Device to them; and
  - 8.4.10 never allow anyone to come into possession or take control of or use their Security Device.
- 8.5 Once they have logged on to BIB or the hsbc.co.in site the Customer Delegate must not leave at any time the Internet terminal from which they have accessed BIB or the hsbc.co.in site or let anyone else use the Internet terminal until they have logged off BIB and the hsbc.co.in site. You will be responsible for ensuring that each Customer Delegate has logged off BIB and the hsbc.co.in site at the end of any session.
- 8.6 You and your Customer Delegates must not permit Customer Delegates to access BIB or the hsbc.co.in site from any computer connected to a local area network (LAN) or any public Internet access device or access point without first making sure that the computer and the network are free of virus, spyware, destructive or disruptive component, malicious code or any other software or component which will or may compromise either the Bank's or the Customer's access to and/or use of the hsbc.co.in site, the Bank's BIB and the BIB Service and that no one else will be able to observe or copy their access or get access to BIB or the hsbc.co.in site pretending to be a Customer Delegate.
- 8.7 You and/or your Customer Delegates must notify us immediately of the following:
- 8.7.1 any unauthorised access to BIB, the hsbc.co.in site or any unauthorised transaction or instruction which you or any of your Customer Delegates know of or suspect; or
  - 8.7.2 if you suspect someone else knows the Password(s) of one or more of the Customer Delegates or has access to their Security Device. In the event of any such breach or suspected breach of security you must ensure that all your Customer Delegates change their Passwords (except the Security Code) immediately to one which they have not used before.

You hereby agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of security. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses, without further notice to you.

- 8.8 If you suspect any impropriety on the part of any Customer Delegate in connection with the BIB Service or a Customer Delegate leaves your business, you must ensure that the Primary User immediately takes all steps available to ensure that the Customer Delegate is unable to access the BIB Service.
- 8.9 If you suspect any impropriety on the part of the Primary User in connection with the BIB Service or the Primary User leaves your business, you must immediately take steps to replace such Primary User.
- 8.10 You agree that you are solely responsible for the performance and protection of any browser used in connection with BIB including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.
- 8.11 You agree to keep us indemnified against all actions, proceedings, costs, loss and damage of any kind which we or any other member of the HSBC Group may suffer as a result of our, or any member of the HSBC Group, acting on any Customer Instruction in accordance with the BIB Terms, or as a result of any failure on your part or by the Customer Delegate, to comply with the duties stipulated under this Clause 8.

## 9. ACCURACY OF INFORMATION

We will take reasonable care to ensure that any information provided to you by the BIB 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 product and circumstances beyond our control we do not warrant that the information provided through the BIB Service is accurate or error free. Some of the information available through the BIB Service may be identified on the screens or in the BIB Customer Guides as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.

## 10. SECURITY DEVICE

- 10.1 We will make all reasonable efforts to ensure that any Security Device that we provide to you will perform as necessary to permit access to BIB as and when required. You and/or the relevant Customer Delegate will notify us immediately if any Security Device fails to function correctly.
- 10.2 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device.
- 10.3 We shall not be liable for any loss or damages incurred or suffered by you or your Customer Delegates arising from or in connection with, whether directly or indirectly, your and their use of the Security Device.

## 11. FEES, SUPPLEMENTARY TERMS, CHANGES TO AND TERMINATION OF THE AGREEMENT AND SITE

- 11.1 You agree to pay our scale of charges (if any) for providing the BIB Service as we advise you from time to time including, without

limitation, charges for the Security Device. We may vary our charges and the frequency and dates of payment on giving you not less than 30 days notice. These charges are in addition to any charges for particular banking or other services we might provide in response to your Customer Instructions through the BIB Service.

- 11.2 You are liable for any telephone charges and any charges made by your Internet service provider as a result of the use by you of the BIB Service.
- 11.3 You authorise us to debit any of your accounts with any charges for providing the BIB Service.
- 11.4 When we introduce new services under BIB we may provide them on supplementary terms which will be notified to you from time to time in accordance with the BIB Terms.
- 11.5 The hsbc.co.in site through which you access BIB and the BIB Service is subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- 11.6 We may modify the provisions of the BIB Terms on not less than 30 days notice to you or such shorter period (other than in the case of any variations to our charges) as is necessary for the effective operation of the BIB Service.

## **12. OUR LIABILITY TO YOU**

- 12.1 Subject to Clause 12.6 below, we shall be liable to you for direct losses suffered by you arising out of your use of BIB or the BIB Service where such losses are directly attributable to our breach of contract, including any breach of Clause 12.3 below, or to gross negligence of the Bank, its officers or employees.
- 12.2 We do not exclude or limit liability for loss of interest on your credit balances or interest incurred on your debit balances as a direct result of a Customer Instruction that we have processed in breach of our duties to you under the BIB Terms. We are not liable for this loss to the extent that it is attributable to your own neglect or default or that of your Customer Delegate(s).
- 12.3 In the case of a breach of the undertaking in Clause 10.1, we will take all reasonable steps to correct the defect.
- 12.4 We will not be liable to you for any loss or damage arising out of your use of BIB or the BIB Service, or caused by any breach of contract, including any breach of Clauses 12.1, 12.2 or 12.3 above, or any negligence of the Bank, to the extent that such loss or damage is indirect, consequential or special, whether or not we have been advised of the possibility of such loss or damage.
- 12.5 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces or supplies at any time for use in connection with BIB or the BIB Service including, without limitation, the Security Device or (b) any services through which you access BIB or the BIB Service which are not controlled by us.
- 12.6 Without prejudice to Clause 12.4 above, we will not be liable to you for any loss or damage arising out of your use of BIB or the

BIB Service to the extent that such loss or damage is:

- 12.6.1 a loss of profits;
  - 12.6.2 a loss of data; or
  - 12.6.3 any loss other than as set out in Clauses 12.1, 12.2 or 12.3 above whether or not we have been advised of the possibility of such loss or damage.
- 12.7 For the avoidance of doubt, the provisions of Clauses 12.6.1, 12.6.2 and 12.6.3 above shall each be construed as a separate exclusion of liability.
  - 12.8 Nothing in the BIB Terms shall limit the Bank's liability for death or personal injury or for dishonesty, deceit or fraudulent misrepresentation on the part of the Bank.

## **13. BUSINESS INTERNET BANKING PASSWORD SETUP**

- 13.1 You may only access BIB via the hsbc.co.in site. To access the hsbc.co.in site, Customer Delegates are required to setup their own personal hsbc.co.in site Username and Password. Once this has been achieved they can use their BIB logon details together with the security code to gain access to BIB.
- 13.2 The procedure for setting up Customer Delegates with BIB Passwords is set out in the BIB Customer Guide.

## **14. BUSINESS INTERNET BANKING PASSWORD RESET**

Reset procedures may be notified in the BIB Customer Guide or via the BIB Service. You agree you will comply with such reset procedures as are in force from time to time.

## **15. AUTHORITY AND INDEMNITY**

- 15.1 You request and authorise us from time to time to act upon written instructions or requests to us concerning the administration of BIB or the BIB Service when signed, or purporting to be signed, as described in Clause 15.3 below. Such instructions and requests may include, without limitation, the giving by you to us of requests (a) to remove or replace any Primary User; (b) to reset any Passwords; or (c) to take any action to promote the continued and orderly operation of BIB or the BIB Service.
- 15.2 We shall be entitled to refuse to act on any written instruction or request which is sent by facsimile transmission or other electronic communication in accordance with Clause 15.1 above. We agree however to use reasonable endeavours to inform you if we refuse to so act.
- 15.3 Where any written instruction or request referred to in Clause 15.1 above is sent by facsimile transmission or other electronic communication, you hereby request and authorise us from time to time without further authority or notice from you to act upon such instruction or request. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and you agree to keep us fully indemnified against any claims or demands arising therefrom.

- 15.4 We shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to Clause 14 above and this Clause 15.
- 15.5 You explicitly permit and authorise the Primary User to create Secondary Users through the BIB and further authorise the Primary User to define the Secondary User's daily transaction limits (subject only to the cap of the daily limit of the said Primary User) for executing transaction in your accounts through BIB. You hereby agree and confirm that Identification Documents, as prescribed by the Bank from time to time, shall be submitted to the Bank within 15 days of creation of the Secondary User's profile online by the Primary User. You further agree and understand that until such documents are submitted to the Bank and verified by the Bank to its satisfaction, the Secondary User thus created shall only be able to view information through BIB and input transactions on BIB, but shall not be permitted to authorise execution of any transaction. The Bank reserves the right to revoke the access rights for such Secondary Users where the prescribed KYC documentation is not completed within the said period of 15 days.
- 15.6 You authorise the Primary User to modify (increase or decrease) the Daily Transaction Limits of the Secondary Users online through BIB.

## 16. ELECTRONIC ADVERTISING

From time to time we may advertise our own products or services and those of other companies in the HSBC Group and also those of other parties on our Internet website(s) (including the [hsbc.co.in](http://hsbc.co.in) site) through which you access the BIB Service. If, in relation to other agreements between you and us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these electronic advertisements and consent to receiving them when accessing our Internet website(s) and/or the BIB Service.

## 17. ENCRYPTION AND VIRUSES

- 17.1 You should be aware that we use a high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside India. It is your responsibility to ensure that, if outside India, your ability to use BIB is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use BIB in these jurisdictions.
- 17.2 BIB is accessed through the Internet, which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device which you use to access BIB is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components.
- 17.3 Due to the nature of BIB, we will not be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused by you using BIB unless such loss or damage is directly and solely caused by our negligence or deliberate default.

## 18. TERMINATION

- 18.1 Either party may terminate the BIB Terms on not less than 30 days' notice to the other party.

- 18.2 Either party may also terminate the BIB Terms with immediate effect by notice to the other, if the other party commits a material breach of the BIB Terms or becomes insolvent under the laws of any applicable jurisdiction.
- 18.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of the BIB Terms (including, without limitation, Clauses 12 and 20) which is intended to apply after termination.
- 18.4 You must ensure that neither you nor any Customer Delegates, employees, agents or representatives do anything on or after termination of the BIB Terms which will result in the security of BIB or the systems or security of any other BIB customers, being compromised.
- 18.5 Upon termination of the BIB Terms, all provisions of the BIB Terms which in order to give effect to their meaning need to survive termination of the BIB Terms, shall remain in full force and effect. Notwithstanding termination, each party shall continue to be bound by the BIB Terms to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

## 19. FORCE MAJEURE

Neither party will be liable for delay in performing or failure to perform any of its obligations under the BIB Terms which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the BIB Terms and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

## 20. MISCELLANEOUS

- 20.1 The BIB Terms constitute the entire Terms and Conditions concerning the use of BIB and the BIB Service. It supersedes all previous agreements, communications, representations and discussions between you and us relating to BIB and/or the BIB Service. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect of BIB and/or the BIB Service, except in the case of fraud. Any other agreements between us and you and/or mandates relating to the conduct of your accounts shall remain unaffected.
- 20.2 The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the BIB Terms. The Bank may also publish notices of general nature, which are applicable to all users, on its web site located at [www.hsbc.co.in](http://www.hsbc.co.in); such notices will have the same effect as a notice served individually to each user. Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in the India and seven days after posting if such address is outside India or

(where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

- 20.3 Where the Customer is a partnership, the BIB Terms will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
- 20.4 The Services or any marketing/promotional messages displayed as part of the Services should not be regarded as an offer or solicitation to sell investments or make deposits or solicitation to subscribe to any other product or service, to any person or entity residing/domiciled in a jurisdiction, where it is unlawful to make such an invitation or solicitation. The provision of the BIB Service in certain countries or territories may be subject to special supplementary terms. Where applicable, you confirm that you have received and read these terms and agree to be bound by them.
- 20.5 We both agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. You confirm that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under the BIB Terms in accordance with these laws, or will do so prior to any such transmission, processing or other handling. You agree that you will obtain such consent by getting all such employees and other persons to sign an appropriate consent in writing and, upon request, to provide to us copies of all such consents. You further agree to indemnify and hold the HSBC Group harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- 20.6 Each of the terms of the BIB Terms is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 20.7 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings.
- 20.8 Copyright in the pages, screens, information (other than information about your accounts and financial affairs) and all material in their arrangement included in the BIB Service and in the hsbc.co.in site (together the 'Material') is owned by or licensed to us or the HSBC Group unless otherwise noted. You may imprint, copy, download, or temporarily store extracts from the Material for your own information or when you use the BIB Service. You may not alter or otherwise make any changes to any Material that you print or download including, without limitation, removing any identifying marks or legends from such Material. Any other use is prohibited unless you first request and obtain our written permission.

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above, you may not use or reproduce the HSBC trademark, logo or brand name.

- 20.9 Where tools and other facilities ('Tools') are provided to Customer Delegates in connection with the hsbc.co.in site, such Tools will not be provided as part of the BIB Service but will be provided by the relevant member of the HSBC Group which is providing such Tools. The provision of the Tools will be subject to the Terms and Conditions, exclusions and disclaimers relevant to such Tools.
- 20.10 Nothing in the BIB Terms shall affect any right of set-off or combination which we have in relation to any accounts which you access online.

## 21. LAW AND PROCEEDINGS

This Agreement is governed by and will be construed in accordance with the laws of India. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of Mumbai in respect of any proceedings which may be initiated in connection with the BIB Terms.