

# HSBC Advance Account Terms and Conditions

The Customer agrees to be bound by the following terms and conditions:

## 1 Your use of Accounts and Services; your Instructions

- 1.1 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.
- 1.2 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.
- 1.3 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.

## 2 Services

- 2.1 You may, subject to such procedures (including 'Know Your Customer' or KYC procedures, which shall entail identification of the customer and verifying his/her/its identity by using reliable, independent source documents, data or information) as we may specify from time to time, utilise any one or more of the services or open any one or more accounts at anytime by issuing an Instruction in such form as may be acceptable to us.
- 2.2 (a) 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 INR 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 thirdparty.  
(b) 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 giving an advance notice of 30 days and/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.
- 2.3 We reserve the right to reject any application for any service without assigning any reason whatsoever.
- 2.4 The Bank and other members of the HSBC Group are required to and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (Financial Crime Risk Management Activity) and act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime. The Bank 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 all such laws, regulations and requests.

Such action may include but is not limited to:(a) screening, intercepting and investigating any instruction, communication, drawdown request, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status and (e) share information on a confidential basis with such HSBC Group offices whether located in India or overseas in relation to prevention of Financial Crime.

Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or the provision of all or part of the services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

In certain circumstances, the action which the Bank may take may 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.

For the purpose of the present clause:

'Compliance Obligations' means obligations of the HSBC Group to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our customers.

Financial Crime includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters.

- 2.5 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.
- 2.6 For certain services such as wealth management services, loans, etc., we may have other terms and conditions which will be as specified upon you opting for such services and 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 are governed by the guidelines of the RBI or any industry standards adopted by us as well as Banking practices prevalent in India. The products or services mentioned herein are not available to any person, if the same is not allowed in certain jurisdiction or requires any regulatory approvals for making available such products or services in the given jurisdiction. You should ensure that by availing of any products or services through HSBC India, you are not in contravention of any applicable laws or regulations governing such recipient and shall further ensure compliance with the laws and regulations governing such recipient in the applicable jurisdiction as a condition precedent.

### **3 Bank-Customer Relationship**

- 3.1 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.
- 3.2 You confirm that you are acting as principal in relation to the services and the account(s).
- 3.3 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 of our branches.

### **4 Tier**

- 4.1 We may from time to time designate one or more tier(s) with different features, which may include enhanced services, preferential terms, and/or special promotions on other accounts. We may allocate (but without any obligations to do so) a tier to you holding an account either at your request or at our sole discretion. Where we allocate a tier to you, we may at anytime and from time to time vary or entirely withdraw the tier, again, either at your request or at our sole discretion. The allocation or withdrawal of a tier to or from you or the variation of a tier so allocated, whether at your request or at our sole discretion, will be made by reference to pre-designated criteria, subject always to the final decision of the Bank. These criteria may include, without limitation, the value of assets deposited by you with us and/or the amount of credit facilities granted by us to you from time to time and are subject to changes at the Bank's decision. The most updated criteria and other details concerning the tiers are available from us upon request.
- 4.2 We have the right to introduce new tiers, vary or withdraw any existing tier, or vary the features of a tier from time to time without prior notice.
- 4.3 We are not required but may allocate a tier to you at your request or at our discretion. We may also withdraw or vary a tier allocated to you from time to time at your request or at our discretion. We have the right to set or vary the criteria for allocating, varying or withdrawing a tier from time to time.
- 4.4 The features available to you and the fees and charges payable by you in relation to the account may vary by reference to the tier allocated to you. They may also vary within the same tier whether you satisfy the criteria for that tier or not.
- 4.5 We have the right to set or vary the criteria that you have to fulfil in order to remain in a tier or to enjoy the features associated with that tier. The criteria may include the value of assets deposited by you with us or the amount of credit facilities granted by us to you. The updated criteria and other details about the tiers are available from us upon request. Your use or enjoyment of a feature may also be governed by further terms and conditions applicable to that feature. You are solely responsible for fulfilling all the prevailing criteria throughout the period in which a tier is allocated to you if you wish to remain in that tier or enjoy the features associated with that tier. Whether or not you fulfil all the prevailing criteria at anytime does not in anyway limit our right to allocate a tier to you or vary or withdraw a tier allocated to you. Our decision relating to allocating to, varying or withdrawing a tier from you is final.

- 4.6 We will notify you of an allocation, variation or withdrawal of a tier using such means as we consider reasonable. The features associated with a tier will automatically be available, varied or withdrawn accordingly without further notice unless we decide otherwise. Upon allocation of a new or varied tier by us, you become bound by all the terms and conditions governing the use or enjoyment of the features associated with that tier (whether set out in these terms and conditions or not). Even after the variation or withdrawal of a tier by us, you remain bound by the terms and conditions governing the use or enjoyment of the features associated with that tier (whether set out in these terms and conditions or not) until all obligations and liabilities owing by you to us with respect to such features have been fully repaid and satisfied.
- 4.7 Following a variation of the tier allocated to you, the applicable provisions of these terms and conditions and other terms and conditions governing the use of any features terminated as a result of the variation of the tier shall continue to bind you until all obligations and liabilities owing by the customer to us with respect to such features have been fully repaid and satisfied. All applicable provisions of these terms and conditions and other terms and conditions governing the use of any new or additional features that you shall enjoy as a result of the variation of the tier shall immediately become binding on you.
- 4.8 We are not responsible for any loss or inconvenience suffered by you arising from or in connection with any allocation, variation or withdrawal of a tier by us, including any loss or inconvenience relating to the availability, variation or withdrawal of any features associated with a tier.
- 4.9 We may issue a card or identification to you to reflect the tier allocated to you. That is intended to facilitate identification of your tier only and our records are conclusive as to the tier allocated to you at anytime.
- 4.10 The withdrawal of a tier does not affect your use or operation of the accounts unless we specify otherwise.
- 4.11 The terms and conditions relating to a feature or tier prevail over the provisions of these terms and conditions if there is any inconsistency between them concerning that feature or tier.

## **5 Customer's Information**

- 5.1 To enable us to consider whether to provide you with any service, you are required to supply personal data to us from time to time and failure to do so may result in the Bank's inability to provide such service.
- 5.2 The personal data will be used for considering your request and subject to our agreeing to provide such service, the personal data and all other details and information relating to your transactions or dealings with us will be used in connection with the provision of such service to you. We may need to share or transfer your 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 us in connection with the operation of the Bank's business, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). We 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 we 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 you) any such personal data with other personal data in our possession;
  - (b) in connection with the provision of our reference about you 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); we acknowledge and agree that any such sharing or transfer of customer data or information will be on a confidential basis and we will impose on the service provider confidentiality undertakings similar to those applicable to us. However, we 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.
- 5.3 If the personal data includes information or data of any third party, you confirm and warrant that you have obtained the consent of such third party to the provision of such information or data to us for the foregoing purposes and for disclosure to such persons as stipulated above.
- 5.4 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.

## **6 Bank's Right of Lien and Set-Off**

- 6.1 Without prejudice and in addition to any general lien, right of set-off or other right by way of security which we may have on any account whatsoever, the customer agrees that we may at anytime 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 moneys 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 'moneys') 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').

6.2 Our rights under Clause 1.9.1 will not be limited or reduced by your death or legal incapacity.

## 7 Joint Accounts

7.1 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 individuals:

- (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 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 account, including an instruction to close the 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 account.
- (c) The authorisation in paragraph (b) above may be revoked (i) in writing by any of you; or (ii) if we receive notice of death or mental instability.
- (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, counterclaim 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
  - (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting our rights, powers and remedies against any other such persons.
- (i) Items payable to any of you may be credited to the account.
- (j) Any notice under these terms and conditions to any of you will be considered as effective notification to all of you.
- (k) Any change in the signing instructions will be required to be authorised by all joint accountholders.
- (l) Words herein denoting the singular only will be deemed to include the plural.
- (m) 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.

## 8 Non-Resident Accounts and Services

8.1 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 fulfil 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 you should fully understand before opening and/or operating such accounts.

- 8.2 Foreign currency accounts will be offered in currencies that we may determine from time to time, in accordance with extant regulations.
- 8.3 The foreign currency equivalent of the principal and interest on repatriable deposit accounts designated in INR, may increase or decrease depending upon foreign exchange fluctuations and you shall bear any foreign exchange risk that may arise thereon.
- 8.4 We 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.
- 8.5 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.

## **9 Foreign Currency Accounts for Residents**

- 9.1 Foreign currency accounts for residents are subject to the FEMA, as amended from time to time and are available to persons who fulfil the definition of resident under FEMA. The conduct of these accounts should be strictly in accordance with the provisions of FEMA, which you should fully understand before opening and/or operating such accounts.

## **10 Savings Accounts**

- 10.1 Savings accounts will be opened by individuals. Balances in savings accounts may be withdrawable on demand either by cheque or any other means provided by the Bank.
- 10.2 With effect from 1 April 2010, interest on the savings bank accounts will be calculated on daily product basis. With effect from 01 July 2016, the interest will be credited to your account on a quarterly basis as per RBI Master Direction on Interest on Deposits dated March 03, 2016. You will repay us on demand and unconditionally the amounts of overdrafts which we may grant from time to time in the account together with the interest accrued thereon. This should not be construed as an agreement, either expressed or implied, that we are bound to grant any overdraft facility whatsoever. In the absence of any special arrangements, we are not required to honour any cheques drawn by the account holder(s) if in doing so the account would become overdrawn and in this circumstances we reserve the right to debit the account with the charge for each returned cheque.
- 10.3 Where a savings account is closed during an interest period whether by you or by us for any reason, interest is payable only up to the last calendar day before closure.
- 10.4 Savings account withdrawals and deposits:
  - (a) You may make withdrawals from your savings account at our counter during business hours of our branch.
  - (b) Before a withdrawal, you have to produce satisfactory evidence of your identity and, if requested by us, evidence of your authority.
- 10.5 Payment to third party Payment by us to a person producing satisfactory evidence of his identity and, if requested by us, a withdrawal form which appears to be signed or chopped by you or according to your authorisation has the same effect as if made to you personally. By making that payment, we discharge all our liabilities to you or any other person with respect to the amount paid.

## **11 Current Accounts**

- 11.1 Interest payable on credit balances in current accounts are governed by interest rate directives of the RBI and currently no interest is payable on credit balances in current accounts.

## **12 Term Deposits (also referred to as Fixed Deposits)**

- 12.1 Placement of Term Deposits
  - (a) A term deposit account will be opened upon you first placing a term deposit and all subsequent term deposits will be placed with similar signing instructions as the first term deposit or the associated savings/current account under the same Customer ID. A term deposit may only be placed in such currencies and with such minimum initial deposit with respect to a range of maturity tenures as determined by us from time to time and this in turn is subject to RBI guidelines.
  - (b) Information with regard to the various types of term deposit accounts, the currencies in which these deposits can be maintained, the tenures for which such deposits can be maintained, etc. are publicised on our website and is also available upon request at our branches.
- 12.2 Term Deposit Interest
  - (a) We reserve the right to vary the interest rate offered from time to time at our sole discretion as displayed in our premises and/or published on our website and/or advertised in the media.

- (b) Where we receive an instruction to establish a term deposit by clearance of a cheque deposited by you, we may, at our sole discretion, value date the term deposit to the date on which funds are received by us after clearance of the cheque.
- (c) Interest on a term deposit will accrue to the day prior to maturity of the term deposits. In case of resident term deposit accounts in INR, interest is paid/accrued quarterly at the applicable rate (Interest shall be paid out quarterly in case of non-cumulative or ordinary term deposits and shall accrue quarterly in case of cumulative term deposits). In case of any other type of term deposit accounts, interest shall be payable in accordance with extant RBI guidelines in this regard. Details of accrued interest and the amount of tax deducted (if applicable) will be advised each time a term deposit is withdrawn or renewed.

### 12.3 Withdrawal and Renewal of Term Deposits

- (a) At your request, we may at its discretion repay a term deposit before the due date subject to the following:
  - (i) In the case of jointly held term deposits (whether on an 'Either or Survivor' basis or otherwise), premature withdrawal of deposits will require authorisation by all customers;
  - (ii) We, on request from a depositor, may at its discretion allow withdrawal of a term deposit before completion of the period of the deposit agreed upon at the time of placement of the deposit. For term deposits that are prematurely encashed, penal interest @ 1% will be levied. The interest paid will be 1% lower than the rate prevailing on the date of placement of the deposit for the period for which the deposit remained with HSBC India and not at the contractual rate. No interest will be paid on premature withdrawals of deposit which has remained with us for less than the minimum period for which deposits were being accepted for the said currency and deposit type, as on the date of placement of deposit.
- (b) Where the maturity date of a fixed deposit falls on a day other than a business day in India, the fixed deposit shall be payable on the next business day.
- (c) All placements, renewals and withdrawals of term deposits are accepted subject to the business days and hours set by us from time to time.
- (d) You should give instruction (including any amending instruction) on how to handle the principal amount and interest of a time deposit at maturity at least one business day before its maturity date. You may give that instruction by letter, authenticated instructions through Internet Banking or PhoneBanking as per the mode of operation of the account or other means as may be accepted by us.
- (e) If you give an instruction to renew automatically a time deposit, our prevailing interest rate on the maturity date will be the interest rate for the renewed term.
- (f) If we do not receive maturity disposal instructions in relation to your fixed deposit by its maturity date, the fixed deposit will be renewed automatically on maturity for the same duration as the maturing fixed deposit. In case of cumulative fixed deposits, the accumulated interest will be added to the principal and renewed along with the principal, subject to extant regulations in this regard.

## 13 Cheque Books

- 13.1 Withdrawals by cash or cheque: We have the right to pay any amount you withdraw from an account by any one or more of the following methods:
  - (a) by cash payment in the currency of the account subject to prevailing regulations;
  - (b) by issuing to you a cheque drawn by us on any bank payable in the currency of the account; or
  - (c) by cash payment in INR, converting (if necessary) the equivalent amount from the relevant foreign currency at our prevailing buying rate for our customers at the time of conversion.
- 13.2 Cheque books are generally issued on transactional savings or current accounts maintained in INR and may be subject to charges as specified in our tariff.
- 13.3 You are responsible for keeping your cheque books and cheques safe from loss, theft or unauthorised access or use, under lock and key or taking other safeguards as appropriate.
- 13.4 Applications for a new cheque book may be made by presenting a duly completed and signed cheque book requisition slip to us or by any other means of written instructions duly signed by all holder(s) or thorough authenticated instructions through Internet Banking or PhoneBanking if the same is allowed as per the mode of operation of the account. We may also, at its sole discretion, issue cheque books to you, without any request from you, if as per its records, you have substantially utilised the cheque leaves previously issued to you. New cheque books will be dispatched to you by post according to the address record kept by us (or by such other means as determined by us). We assume no responsibility for any delay or loss caused by any mode of dispatch.
- 13.5 We may, at our sole discretion, refuse to issue a cheque book on any account, which is not maintained satisfactorily (such as excessive cheque returns etc.) or when an excessive number of cheques from the previous cheque book remain unused.
- 13.6 Upon receipt of a cheque book or before use, you should check the cheque serial number, account number

and your name printed on the cheques and the number of cheques, and report any irregularity to us as soon as reasonably practicable.

13.7 You cannot print cheque books or other payment instruments without our prior written approval.

13.8 Cheques

(a) Cheques should be drawn in INR.

(b) When a signed cheque or a cheque book is lost or stolen, you must immediately report such loss to us, either in writing or through PhoneBanking services or by issuing an instruction in such form as may be acceptable to us.

(c) You should delete the words 'OR BEARER' and cross a cheque if you intend to deliver it other than in person.

(d) You should be careful in drawing a cheque to ensure that it is correct. You should not draw a cheque by any means or in any manner that may allow it to be altered or may facilitate fraud or forgery. In particular:

(i) you should write the amount, both in words and figures as close to each other and to the left hand margin as possible, in the spaces provided on the cheque so as to leave no space for adding other words or figures;

(ii) the word 'only' should be added after the amount stated in words;

(iii) all cheques must be written in dark colour non-erasable ink or ball-point pen and be signed in conformity with the specimen signature registered with us; and

(iv) you should comply with the conditions printed on the inside cover of a cheque book.

(e) Any alteration on a cheque must be confirmed by full signature of the drawer, failing which we may refuse payment of the cheque upon presentment. You acknowledge that we will not be held responsible for losses arising from alterations which cannot be readily detected. Cheques drawn on/cleared at locations which process cheques through Cheque Truncation System (CTS) for clearing of cheques, no changes/corrections can be carried out on the cheques (other than for date validation purposes, if required). For any change in the payee's name, courtesy amount (amount in figures) or legal amount (amount in words), fresh cheque leaves should be used by you.

(f) (i) You agree that we may record a cheque drawn by you in electronic or other form as we consider appropriate, and the cheque after payment may be retained by the collecting bank for a period specified in the rules relating to the operation of the clearing house for the related currency and may be destroyed by the collecting bank after that period.

(ii) You authorise us to contract with collecting banks and other persons in relation to the arrangements and matters set out in paragraph (i) above.

13.9 Return ChequesThe Bank reserves the right to return cheques with insufficient funds in account, technical error or any other reasons and to impose a service charge in respect of returned cheques.

13.10 Stop Payment Order

(a) You may only cancel payment of a cheque by giving written instructions or other duly authenticated instructions (the authenticity of which we must be able to verify) clearly identifying the cheque in question by reference to its cheque number before the cheque has been paid. For clarification:

(i) You should clearly identify the cheque in your instruction by quoting the cheque number. If you quote any other detail instead of the cheque number, we have no obligation to but may act on your instruction at our discretion without being liable. If you quote any other detail in addition to the cheque number, we are not responsible for checking whether that detail conforms with the corresponding detail on the cheque in question.

(b) We have no obligation to act on an instruction to stop payment if we are unable to verify its authenticity, unless we have made any special arrangement with you. Notwithstanding that, 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. You should confirm an instruction as soon as reasonably practicable in a manner accepted by us.

(c) Charges as per the Bank's tariff will be applicable for effecting stop payment instructions and the same will be debited to any of the savings or current accounts held by you.

## 14 Account Transactions

14.1 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 unauthorised overdraft interest rate of 35% per annum or as applicable at the time and updated on our website. However, this should not be construed as an agreement, either expressed or implied that we are bound to grant any overdraft facility whatsoever.

- 14.2 Cash withdrawals from an account may be only through such means as may be permitted by us from time to time. For large cash withdrawals at the branch, advance notice should be given at the branch. Details of the 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, we shall be entitled to impose reasonable restrictions with regard to acceptance of cash deposits or withdrawal of cash, as part of its Anti-Money Laundering programme.
- 14.3 All cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and proceeds will not be available until they have been cleared. We reserve the right to reverse from the account the amount relating to any such cheques/instruments, which are subsequently returned unpaid.
- 14.4 Cheques, dividend warrants and other instruments in your name will be collected but those in favour of payees other than you shall not be accepted for collection. Collection of such instruments shall be in accordance with our Cheque Collection Policy, as amended from time to time.
- 14.5 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 is not received by us before the relevant cut-off times set by us from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 14.6 For Standing Instructions, we accept 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 we stand indemnified against any actions, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation or misinterpretation. Where you have set up a Standing Instruction on an account and no transaction is performed under such instruction for a continuous period, as determined by us 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 us from time to time, we reserve the right to cancel the Standing Instruction without prior notice to you, even though the authorisation has not expired or there is no expiry date for the Standing Instruction.
- 14.7 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.
- 14.8 Any payments from the account, made by us to a person producing satisfactory identification and/or a withdrawal form purporting to be signed as authorised by us shall have the same effect as if made to you personally and will absolve us from all liabilities to you or to any other party.
- 14.9 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, we reserve the right to decide which cheques to purchase and which to send for collection. Where we purchase the cheques, we shall credit the account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to you, and subject to having recourse to you 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 us taking into account the required clearing time for cheques in question and which will be intimated to you.
  - (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) In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, we will debit the account with the value of the cheque as calculated using our prevailing selling rate or the original buying rate, whichever is higher, plus any charges.
  - (d) Overseas charges (if any) will be debited to the account under advice to you. Such advice may be by way of an entry in the statement of account.
  - (e) Cheques received after the relevant cut-off times set by us from time to time will be processed in the next business day.



## 15 Statements of Accounts

- 15.1 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 our sole discretion, subject to charges as stipulated in the Bank's tariff.
- 15.2 The statement of account may, in addition to information on the services availed by you and your tier, include such information (as determined by us at its sole discretion) of any other services of the type selected by or relating to you which are maintained with or provided by us (or any of our subsidiaries) from time to time under the same identification documents as the account (regardless of the related correspondence address).
- 15.3 Review of Statements You should examine each statement 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 within 30 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 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 statement.
- 15.4 Duplicate copies of past statements of account may be provided by you, at its sole discretion, against payment of charges as per the Bank's tariff.
- 15.5 A 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 e-mail it to you; or
  - (d) on the day we place it in your Personal Internet Banking profile if it is made available there.

## 16 Communication Address and Change of Customer's Particulars

- 16.1 You agree that we may make use of any contact information provided by you and kept on our records (including address, telephone number and e-mail address) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, e-mail or other means).
- 16.2 You warrant that all particulars given to us are, to the best of your knowledge, accurate. You undertake to notify us immediately, in writing, of any change of address, employment or other pertinent particulars recorded with us. You may at its sole discretion require that such request for change of information be accompanied by documents evidencing such change.
- 16.3 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 e-mailed it to the e-mail address last notified in writing by you (if sent by e-mail);
  - (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).
- 16.4 Communications sent by you to us will be considered as having been received by us on the day of actual receipt.
- 16.5 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.

## 17 Drop Box Services

- 17.1 You must ensure and hereby undertake that all documents and items submitted under the drop box services are complete, accurate and duly signed where applicable.
- 17.2 The scope of the drop box services shall be as determined by us from time to time and may include, but not necessarily and among other things, deposit of cheques, bills of exchange, warrants, payment warrants and other payment instruments. The drop boxes shall not be used for dropping cash and/or post dated cheques and/or high value cheques and/or bearer cheques and the Bank will not be responsible/liable for such items

deposits. All high value cheques which exceed `1 lakh should be deposited at our counters only.

- 17.3 You will utilise the drop box services in accordance with its governing terms and conditions and such other instructions, guidelines and directions that we shall issue from time to time.
- 17.4 We shall accept responsibility for the documents/instruments deposited after we have received, checked and verified the same, in accordance with its practice, and this shall be final, conclusive and binding on you.
- 17.5 Any collections instruments deposited in any drop box will be sent by us for clearing within the period as indicated on the drop box but not later than 2 business days.
- 17.6 In case of cheque deposit machines, if there is a discrepancy between the amount specified while depositing cheque(s)/warrant(s) and the actual amount of cheque(s) or warrant(s) deposited or if such cheque(s)/warrant(s) submitted are not accepted by us for any reason including, suspected as being counterfeit, we are only required to credit the amount of cheque(s)/warrant(s) as checked, verified and accepted by us to the designated account(s) and which shall be final, conclusive and binding on you.
- 17.7 You will indemnify us against all loss, damages, claims, proceedings, liabilities, costs (including legal costs on a full indemnity basis) and expenses as shall be reasonably incurred or suffered by us arising out of or in connection with the provision of the drop box services by us and/or the use thereof by you.
- 17.8 We shall not be liable for any loss, damages or expenses suffered by you in relation to the drop box services arising from:
  - (a) our failure or delay in providing the drop box services;
  - (b) use of the drop box services by you;
  - (c) any delay with respect to processing of the documents and items submitted under the drop box services;
  - (d) any delay in the checking, verification and acceptance of the cheque(s), warrant(s), etc., submitted under the drop box services or the crediting thereof to the designated account(s);
  - (e) any partial completion of or failure or inability to act on any of the customer's instructions or directions in respect of the cheque(s), warrant(s), etc., submitted under the drop box services for reasons outside our reasonable control and which is not due to our gross negligence or wilful default.

## **18 ATM Card, Debit Card and Credit Card**

### **18.1 ATM Card**

- (a) For the purposes of this Clause 2.5, all references to accounts include all other accounts accessible by the use of your ATM card.
- (b) Your ATM card remains our property and you should return it to us upon our request.
- (c) 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.
- (d) 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.
- (e) Transactions on ATMs (such as cash withdrawals, transfers, etc.) shall be subject to maximum daily/ transaction limits, as prescribed by us from time to time.
- (f) Liabilities for ATM Card Transactions
  - (i) 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.
  - (ii) 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 INR, we will debit that transaction from the related account after conversion into INR at our prevailing exchange rate at the relevant time of conversion.
- (g) 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.
  - (i) 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.

- (ii) We will not be liable for any consequential or indirect damages arising from or related to the use of the ATM card.
- (iii) 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.
- (iv) For the purposes of this section, all references to Accounts shall include all other accounts accessible by the ATM card

## 18.2 Use of Credit Card and Liabilities

- (a) 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.
- (b) Where your credit card may be used at an ATM, that use is subject to the terms and conditions governing the use of ATM cards from time to time.

## 19 PhoneBanking Services

19.1 Scope of PhoneBanking service and telephone instructions: We may specify or vary the scope and features of the PhoneBanking service form and modify, expand or reduce the same at any time and from 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.

19.2 We are authorised to act on your telephone instructions. You agree 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.
- (b) We may also, at our sole discretion, permit restricted access, as determined by us, to PhoneBanking services, after successful verbal verification of you and without use of the PIN. In such cases, we shall not be liable for acting in good faith on telephone instructions which we believe to emanate from you but which emanate from unauthorised individuals.
- (c) Our record of the transactions processed by the use of PhoneBanking shall be conclusive proof and binding for all purposes.
- (d) 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.
- (e) You shall report to us immediately upon losing the PIN or realising it has fallen into the hands of any unauthorised party and we 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 us.
- (f) You and each accountholder should ensure that there are sufficient funds or available credit facilities in the relevant 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.
- (g) 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.
- (h) We shall not be liable to you for any failure to carry out any telephone instruction which is attributable, wholly or in part, to any cause beyond our control including any equipment malfunction or failure and under no circumstances shall we be responsible to you for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of any telephone instructions; and
  - (i) We may at its sole discretion deactivate the PIN issued to you, in case of non-usage of the same for a continuous period of time and shall notify you of the same.
  - (ii) 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.

- 19.3 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.
- 19.4 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.
- 19.5 In the event you decide to terminate the use of PhoneBanking services for whatever reason, you shall be required to give us 7 days prior notice in writing, duly acknowledged by us. Such termination shall be deemed a termination of the PhoneBanking facility accorded by us to you. In an emergency, we will endeavour to stop the facility if the instructions are received over the phone or in writing, to safeguard your interests. We however shall not be liable if your request is not carried out immediately due to reasons beyond our control.
- 19.6 We shall terminate the PhoneBanking facility with immediate effect on occurrence of the following events :
- (a) Failure to comply with these terms and conditions applicable in respect of the PhoneBanking services; or
  - (b) An event of default under any agreement or commitment (contingent or otherwise) entered into with us; or
  - (c) You 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.

## 20 Mobile Alerts

- 20.1 Definitions: 'Alerts' means the customised messages sent as Short Messaging Service (SMS) to the customer over his/her mobile phone; 'CSP' means the Cellular Service Provider with whom the Bank has an arrangement for providing the facility; 'Facility' means the facility of receiving alerts.
- 20.2 Availability
- (a) The facility is made available to you at your request, at our sole discretion and may be discontinued by us at any time, without notice. The facility is currently available only to Resident Indian customers with accounts with our branches in India;
  - (b) The facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. You understand that unless he/she is a subscriber of the specific CSPs, the facility will not be available;
  - (c) The alerts will be sent to you only if you are within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs;
  - (d) We may, if feasible, extend the facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as may be notified by us, from time to time.
- 20.3 ProcessYou acknowledge the Bank may, from time to time, add/change/discontinue any alert.
- 20.4 Joint AccountsThe facility will be available only in relation to accounts held in sole name or in case of joint account with 'either/survivor' signing instructions, only to the primary or first named signatory.
- 20.5 Receiving Alerts
- (a) We shall transmit the alerts to your mobile phone number as registered by you with us and/or as may be updated from time to time by you and you acknowledge that any such information disclosed shall be deemed to have been made solely to you. We shall not be under any duty to verify the authenticity of the person receiving the alerts/information. You are responsible for the accuracy of his mobile phone number registered with us and shall be solely responsible for intimating to the Bank any change in his phone number. You shall immediately inform us, in writing, if his mobile is lost or has been allotted to another person. We shall endeavour to record any changes informed by you regarding your personal details and mobile number, within a reasonable period of time and you agree that we cannot be held liable for any delay or error in this regard.
  - (b) You acknowledge that to receive alerts, your mobile phone must be in an 'on' mode. If your mobile phone is kept 'off' for a continuous period of 48 hours from the time of release of an alert message by us, that particular message would not be received by you.

- (c) You acknowledge that the facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by us. You accept that timeliness, accuracy and readability of alerts sent by us will depend on factors affecting the CSPs and other service providers. We shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to you. In case you observe any error in the information provided by us through this facility, you shall immediately inform us and we in turn will make the best possible efforts to rectify the error as soon as possible.
- (d) We shall endeavour to provide the facility on a best effort basis and you shall not hold us liable for non-availability of the facility or non-performance by any CSPs or other service providers or any loss or damage caused to you as a result of use of the facility (including relying on the alerts for your investment or business purposes) for causes which are not attributable to us. We shall not be liable in any manner to you in connection with the use of the facility.
- (e) You accept that an alert may contain certain account information relating to you. You authorise us to send account related information, though not specifically requested, if we deem that the same is relevant.
- (f) You authorise us to send any message such as promotional, greeting or any other message that we may consider appropriate, to you.

20.6 **Withdrawal or Termination**We may, in its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. We may, without prior notice, 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.

20.7 **Fees**We may at its sole discretion revise the charges/fees for use of any or all of the facility, by notice to you. You may at any time discontinue or unsubscribe to the said facility after providing a 30 days notice period to us. You 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 we are in no way concerned with the same.

20.8 **Disclaimer**

- (a) We shall make all reasonable efforts to ensure that your personal/account information is kept confidential. We do 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 we will not be liable for loss of any information/instructions/alerts in transmission nor be responsible for security of the transmission.
- (b) No information provided through alerts shall be regarded as an offer or invitation by us 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.
- (c) We will not be concerned with any dispute between you and the CSP and make no representation or give no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each alert.

20.9 **Disclosure**You accept that all information will be transmitted to and/or stored at various locations and be accessed by our personnel. We are authorised to provide any information or details relating to you or your account to the CSPs or any service providers so as to enable them to provide services connected with alerts to you.

20.10 **Liability and Indemnity**You 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 you, you shall be liable in damages to us. In consideration of us providing the facility, you agree to indemnify us and keep us safe, harmless and indemnified from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which we may at any time incur, sustain, suffer or be put to as a consequence of or arising out of acting in good faith acting on omitting or refusing to act on any instructions given by use of the facility. You shall indemnify us for unauthorised access by any other person to any information given by you or breach of confidentiality.

## 21 HSBC's Internet Banking Services

21.1 This is a service offered by us through which a registered customer may conduct enquiries or perform transactions on our website. For the scope of service, registration process and detailed terms and conditions, please visit the Internet and self-service banking page on our website [www.hsbc.co.in](http://www.hsbc.co.in)

## 22 HSBC Advance

22.1 We and other members of the HSBC Group in or outside India may offer or vary services and features under HSBC Advance at our discretion from time to time, subject to extant laws/rules/regulations associated with provision of such features by us in India. These services and features may include accounts, services, rewards, benefits and privileges of any nature and which may be provided by us, another member of the HSBC Group or any other person. While we shall endeavour to provide such features on a best effort basis, you shall not hold us liable for non-availability of any such feature.

## 22.2 International Services provided by HSBC Advance

- (a) HSBC Advance customers may be provided global recognition and other International Services (hereinafter referred to as 'International Services' provided by HSBC Advance) at select offices of HSBC Group entities worldwide, with a view to render assistance in connection with their banking requirements, while such customers are travelling/residing outside India.
- (b) To facilitate us and other members of the HSBC Group in considering whether or not you are entitled to enjoy certain features offered by them under International Services provided by HSBC Advance and to enable us and these members of the HSBC Group in providing such features to you where you are eligible to enjoy these features, you fully authorise us and these HSBC members to share all information relating to you and your accounts, including, without limitation, personal data and other credit information maintained with or obtained by us (including those obtained from credit reference agencies) and other members of the HSBC Group. You further authorise us and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information relating to you as we shall consider necessary in connection with provision of these features, including, without limitation, information relating to the debts (below defined).
- (c) You acknowledge and agree that any such sharing or transfer of information will be on a confidential basis. However, we or HSBC Group offices or other third party 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) The features offered to you as part of International Services of HSBC Advance by other members of the HSBC Group are at all times subject to you being allocated with and retaining the tier a HSBC Advance with us (or another member of the HSBC Group, if applicable) unless we or another member of the HSBC Group shall determine otherwise. Each of these features may also be subject to certain terms and conditions stipulated by us and/or the relevant member(s) of the HSBC Group and you agree to be bound by the same.
- (e) Where you avail of such International Services provided by HSBC Advance, you agree and undertake to ensure that the said services are availed in accordance with the laws, rules, regulations and applicable terms and conditions in the country where the said services are availed as well as in India. Without loss of generality of the foregoing, you agree and undertake to ensure that the said services are availed in accordance with FEMA.
- (f) International Services provided by HSBC Advance may include certain emergency services, which are extended to you with a view to provide assistance in the event of certain exigencies. Some of these emergency services may be supplied by Visa international, its agents and third party service providers appointed by Visa international. Accordingly, we shall not be liable in any way for any actions, claims, loss, damage or liability of whatever nature arising out of any act or omission of Visa international or any of its agents or of such third party service providers or generally in relation to international services provided by HSBC Advance. Where such services are provided to you, you agree to be bound by the terms and conditions upon which the services provided by Visa international under International Services provided by HSBC Advance are offered and provided.
- (g) Where a feature offered by a member of the HSBC Group including us includes the offering of any banking or credit facilities, you understand and agree that any default by you in respect of one or more of such facilities may result in any or all of these members withdrawing, suspending, cancelling, terminating or varying any or all features offered by them. This may also result in you having to, among other things, pay higher interest rates, fees, charges and costs and no member of the HSBC Group can under any circumstances be held liable or responsible for such increases in interests, fees, charges, costs and expenses incurred by you or any other obligations and liabilities (whether new or added) that you are therefore subject to.
- (h) If you are required by any applicable laws or regulations (including the laws and regulations in the jurisdiction in which it enjoys a feature provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by you, whether to us or any member of the HSBC Group, then the liability in respect of that deduction or withholding shall be your liability such that after the making of such deduction or withholding, the net payment shall be equal to the amount which we or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be your sole responsibility to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and you shall indemnify us and other members of the HSBC Group for all consequences of your failure to do so.
- (i) Where a member of the HSBC Group other than us offers you a feature under HSBC Advance that is a banking or credit facility, you authorise us and that HSBC Group member to do any of the following if you fail to repay any indebtedness owing by you to that HSBC Group member in connection with such banking or credit facility (in this Clause 3.2.2, 'Debts'):
  - (a) to collect the Debts for and on behalf of that HSBC Group member;

- (b) to employ collection agents and service providers to collect any Debts and you agree to indemnify us for any related cost incurred to collect the Debts;
- (c) for a HSBC Group member, to assign the Debts (in whole or in part) to us at any time, and we may accept assignment of the Debts and exercise our rights (including our set-off rights) in respect of the assigned Debts; and you waive all rights you may have in relation to the assigned Debts in our favour to the extent permitted by the applicable regulations; and
- (d) we may accept an assignment of the Debts in our favour and may exercise its right of set-off under these terms and conditions in respect of such Debts assigned to it;
- (e) you waive all rights he may have in relation to any assignment of the Debts and the Bank's rights to exercise its right of set-off against such assigned Debts; and
- (f) to collect all fees, charges, loss and expenses that we or that HSBC Group member may incur or suffer arising from or in connection with the Debts (including legal fees and other fees, charges and expenses of reasonable amount and reasonably incurred in recovering the Debts);
- (g) You acknowledge and agree that we may at our sole discretion, to the extent permitted by all relevant laws and regulations in India, assign Debts owed by you to us, and/or grant appropriate rights to any HSBC Group entity or third party, for recovery of the amounts due to us.

22.3 Withdrawal of HSBC Advance tier as communicated in para 4.1 of the General Terms: We may withdraw the HSBC Advance tier allocated to you, at our sole discretion and in any case, with immediate effect, upon occurrence of the following events:

- (a) Failure to satisfy the eligibility criteria stipulated for HSBC Advance;
- (b) Failure to comply with the terms and conditions applicable in respect of HSBC Advance or any of the benefits/facilities available under the said tier of HSBC Advance; or
- (c) An event of default under any agreement or commitment (contingent or otherwise) entered into with us or any other HSBC Group entity anywhere in the world (this shall also include any default on credit facilities availed from us or any other HSBC Group entity anywhere in the world); or
- (d) You becoming the subject of bankruptcy, insolvency proceedings or proceedings of a similar nature in India or anywhere in the world; or
- (e) Demise of the customer; or
- (f) Any other cause arising out of operation of law.
- (g) Where we or another member of the HSBC Group offer you one or more banking or credit facilities as features under HSBC Advance, you agree that your failure to repay any indebtedness owing by you under a facility may result in:
  - (i) the withdrawal, suspension, cancellation or variation of any or all of the granted facilities; and
  - (ii) you having to pay interest at higher interest rates and increased fees, charges, costs and expenses. Neither we nor the other HSBC Group member is liable for the above.
- (h) If you are required by any applicable regulations to deduct or withhold an amount from any sum payable by you to us or any other member of the HSBC Group, you should ensure that we or that other HSBC Group member receive a net payment equal to the amount which we or it would have received had no deduction or withholding been made. You are solely responsible for paying the amount deducted or withheld to the relevant authority within the applicable time limit. You will indemnify us and that other HSBC Group member for all consequences if you fail to make such payment.

## 23 Tariff

- 23.1 We may impose service fees, facility fees and/or other charges from time to time as we at our sole discretion think fit. Such fees and charges shall be as per our prevailing tariff, which is available upon request at any branch of ours and on our website. We reserve the right to effect change in the tariff with prior notice of 30 days.
- 23.2 We 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 your tier.
- 23.3 You agree that we may use one or more members of the HSBC Group or other third parties to assist us in providing services to you or fulfilling your requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to us. Remuneration may also be payable by us to members of the HSBC Group or other third parties where you have been introduced to us by them. Any such payment will not affect the amount of fees and charges payable by you with respect to services provided by us.
- 23.4 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 shall indemnify us 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 you; and/or

(b) a breach of any of these terms and conditions or any applicable laws and regulations by you.

## 24 Termination of Account; Variation of Terms

- 24.1 We have the right to suspend or terminate all or any part of the services, any one or more accounts if we are of the opinion that any of the following events occurs or continues, with immediate effect by giving notice to you at any time (except that no notice need be given in the case described in paragraph (f) below):
- (a) you fail to pay any amount due and payable by you or perform any other obligations in relation to the services, the account, or if you breach any of the provisions of these terms and conditions or the applicable regulations;
  - (b) a petition in bankruptcy, winding up or commencement of any analogous proceedings is filed against you;
  - (c) a legal order or request is binding on the account, any account or any other account or assets maintained or deposited by you with us;
  - (d) there is any dispute or proceedings between you with respect to the services, the account or the account; (where any services, any account is provided to two or more persons);
  - (e) the account is terminated for any reason; or
  - (f) any other event (including any applicable regulations) which, in our opinion, renders suspension or termination of the services, any account necessary or advisable.
- 24.2 If all or any part of the services, or any account are suspended or terminated for any reason whether by you or by us, whilst you shall be required to return to the Bank, the ATM card/debit card issued on the account as well as all the unused cheques, we have the right to do any of the following:
- (a) cancel any instruction that we have not executed at the time of suspension or termination;
  - (b) complete any transaction that we have effected on your behalf before suspension or termination; or
  - (c) exercise any of our rights under Clause 1.9.
- 24.3 These terms and conditions may, at our sole discretion, be changed from time to time upon giving you prior notice of 30 days by way of display in our premises or by such other method such as letter, statement of accounts, SMS, e-mail, notice board website. If you do not close the account prior to the expiry of the notice period, you shall be deemed to have agreed to such change.
- 24.4 The termination of an account shall for all purposes terminate the tier and all the features that you enjoy under or in connection with that account as a result of the tier allocation.
- 24.5 When an account is closed either by you or by us, you shall be required to return to us, the ATM card/Debit card/ATM cum debit card issued on the account as well as all the unused cheques.
- 24.6 Any request for termination of an account by you shall be required to be signed by all joint accountholders.
- 24.7 Even after the suspension or termination of all or any part of the services or the account, you remain responsible for performing and discharging any of your obligations or liabilities created or accrued before suspension or termination.

## 25 Miscellaneous General Provisions

- 25.1 InterestThe payment of interest on accounts and the rate of interest thereon is subject to the directives of the RBI from time to time.
- 25.2 Statutory DeductionsWe shall effect any statutory deductions (such as taxes, etc.) by debit to the accounts, without any authorisation from you, from such date and at such rates as may be required as per applicable statutes.
- 25.3 Collection and recovering of debts:We have the right to employ any person to assist us in collecting and recovering any outstanding or overdue amount owing by you to us, including collection agent or any other service provider.
- 25.4 RecordingIn the course of providing the services, we (or any of our agents) may need to (but shall not be obliged to) record any instructions or verbal communications with you by tape, video or other means. We have the right to destroy these recordings after such period of time as we consider appropriate.
- 25.5 Microfilming/ScanningWe may destroy any documents relating to the account or the tier or any of the services after microfilming/scanning the same and destroy any microfilm/scanned records after such period of time as it considers prudent.
- 25.6 Waivers and RemediesNo failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these terms and conditions is intended to be cumulative and in addition to any other right, power or remedy we have at law or in equity.
- 25.7 Partial InvalidityIf any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.
- 25.8 Failure beyond bank's ControlWe shall not be liable for any delay or failure in providing any of our



equipment or other facilities or services to you to the extent that it is attributable to any cause beyond our reasonable control including any equipment malfunction or failure and under no circumstances shall we be responsible to you or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.

- 25.9 Outsourcing and Appointment of Agents We may appoint any agent, service provider or sub-contractor to perform any of the obligations herein. We remain entitled to assign/outsourcing any activities to any agency, whether third party or HSBC Group entities, at its sole discretion, in accordance with RBI guidelines.
- 25.10 Assignment by us or by you We may at any time assign or transfer any or all of our rights and obligations to any person without your agreement. You are not allowed to assign or transfer any of your rights or obligations to any person unless with our prior written agreement.
- 25.11 Loss of seal, etc. If you lose any identity document, seal or chop used for giving instructions to us in relation to the services or the accounts, you must immediately notify us in writing. We are not liable to you for effecting any payment or transaction before we actually receive such written notice.
- 25.12 Mandate We shall be entitled to regard any mandate we hold as being suspended in the event of any dispute between customers or authorised signatories. In addition, we reserve the right to suspend the operation of all or any of your accounts until such time as we consider appropriate if we are of the opinion or have reason to suspect that:
- (a) it holds no valid account mandate; or
  - (b) you (other than acting in the capacity of a trustee) are not the true owner of the credit balances or other assets held in the account(s).
- 25.13 Minor Accounts An account exclusively in the name of a literate minor may be opened and operated upon by such minor if he/she has completed the age of 10 years. An account may be opened on behalf of a minor of any age, by his/her natural guardian or by a guardian appointed by a court of competent jurisdiction. Upon the minor attaining majority, the right of the guardian to operate the account shall cease and any balance in the account will be deemed to belong exclusively to the hitherto minor who has attained majority, and unless he/she confirms in writing his/her intention to continue the account, further operation of the account shall not be allowed. The Bank may, at its sole discretion, impose reasonable restriction concerning the operation of minor accounts and such restriction may also include non-provision of certain facilities such as ATM cards, debit cards, PhoneBanking, Internet Banking, etc. HSBC Advance's Junior Savings Account\* is a minor account in the name of the child under the age of 18 years.
- 25.14 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 us 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 our sole discretion, be accepted for execution on the next Business day. We 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 you 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 us 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 us in the ordinary course of business, shall be sent for clearing only on the next business day.
- 25.15 Dormant and Unclaimed Account We have the right to designate the account as 'dormant' and restrict or impose conditions for accessing an account if it has been inactive for a period of time set by us. Please refer to us for the applicable periods in respect of the different account types. The applicable periods may vary depending on the account types and we will provide further information upon request. We may designate the account as 'dormant' and restrict or impose conditions for accessing the account. Further, current accounts and savings accounts, which have not been operated for a period of two years will be classified as 'unclaimed' and will be levied a charge as per our current tariff. Account holders will be required to be present in person at our branch, with suitable identification to reactivate such unclaimed accounts or to close such account.
- 25.16 Deposit Insurance Accounts held with us are covered under the deposit insurance scheme offered by Deposit Insurance and Credit Guarantee Corporation of India (DICGC) up to an aggregate value of ₹ 1 lakh per depositor.
- 25.17 Attachment Orders Accounts upon which an attachment order or other legal notice prohibiting operations of the accounts have been received will be blocked and no further operation will be allowed till such time as the prohibition order is removed.
- 25.18 Nomination Facility
- (a) Succession to the amount lying to the credit of the account and/or operation thereof on the death of the person authorised to operate upon the account shall be in accordance with the rules for the purpose prescribed by us from time to time and effective at the date of the claim;

- (b) Nomination facility is available for all types of accounts of individuals, single or joint as well as proprietorship concern as per the nomination rules framed under the relevant Act. You are advised to make use of this facility in your own interest.

25.19 **Governing Law** These terms and conditions shall be governed by and construed in accordance with the laws of India and courts of Mumbai shall have the exclusive jurisdiction to try and entertain any disputes regarding the aforesaid terms and conditions.

#### 25.20 Tax Representation

- (a) Individual accounts: You are responsible for fulfilling any obligation that you may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate duties, stamp duties, Value Added Tax (VAT) and any other applicable taxes<sup>###</sup>. The creation and continued operation of your account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you to tax consequences depending on a number of factors including, but not limited to, your applicable domicile, your place of residence, your citizenship or the type of assets you hold in your account. Certain countries may have tax legislation with extra-territorial effect regardless of your place of domicile, residence or citizenship. The Bank does not provide any legal or tax advice and you should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations and/or any legal and/or tax advice provided to you by third parties.
- (b) Non-Individual accounts: Customer (and each connected persons) is responsible for fulfilling its own obligations with respect to the filing of returns or other required documentation in respect of reporting and payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate taxes. The creation and continued operation of the account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you (or any connected person) to tax consequences depending on a number of factors including, but not limited to, applicable domicile, place of residence, citizenship, place of incorporation or the type of assets held in the account. Certain countries may have tax legislation with extra-territorial effect regardless of place of domicile, residence, citizenship or incorporation. The Bank does not provide any legal or tax advice and you (and each connected person) should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations (or those of any connected persons) and/or any legal and/or tax advice provided to you by third parties.

<sup>###</sup>Please note that basis Goods and Services Tax (GST) regulations and notified GST rates, Central GST, State/Union Territory GST, or Inter-State GST, as applicable, and Cess as applicable would apply on our fees and charges.

#### 25.21 Documents/Correspondence

- a) Know Your Customer/Due Diligence requirement: In line with the requirements of the Bank's policy, the Know Your Customer (KYC) documents along with other documentation need to be submitted at the time of opening a new account or as and when requested by the Bank. The Bank reserves a right to allow/restrict operations in a newly opened/existing account(s) maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy.
- b) Undelivered Correspondence: The Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if the account deliverables/welcome letter/welcome pack/bank correspondences not limited to account statements, etc., are returned undelivered and Bank is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in Bank records.

## 26 Direct Debit Authorisation

- 26.1 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.

## 27 Our Right to Decline or Delay Instructions

- 27.1 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.

## 28 For other general account terms and conditions you may refer to the link

<http://www.hsbc.co.in/1/2/personal/bank-accounts/account-rules>. The terms and conditions as mentioned in the above paragraph would prevail in case of a conflict the general account terms and conditions as made available in the link <http://www.hsbc.co.in/1/2/personal/bank-accounts/account-rules>.