# PERSONAL ACCOUNT TERMS AND CONDITIONS
## Wealth and Personal Banking
## The Hongkong and Shanghai Banking Corporation Limited, Bangladesh

## 1. GENERAL

The terms and conditions stipulated herein (as amended from time to time) constitutes an agreement between the Customer and The Hongkong and Shanghai Banking Corporation Limited in Bangladesh ("Bank" or "HSBC Bangladesh"), and is binding upon and applicable for Customers opening, operating, holding or maintaining Accounts and/or receiving or availing Services with HSBC Bangladesh. Where additional terms and conditions, or fees and charges are prescribed generally or specifically in relation to any products, facility, propositions, account or services that the Bank provides to the Customer, the said additional terms and conditions shall also apply in addition to the terms and conditions contained herein. In the event of any conflict or inconsistency between the terms contained in these Personal Account Terms and Conditions and the specific terms prescribed in relation to any other service, product, facility, business relationship, proposition, account or agreement between the Customer and HSBC Bangladesh, unless otherwise explicitly stated under such prescribed specific terms, the terms and conditions of the Personal Account Terms and Conditions, as amended, supplemented or modified from time to time, shall prevail.

Copies of these Terms and Conditions, Wealth and Personal Banking Fees and Charges and HSBC Select Fees and Charges, as updated and amended from time to time, are available at www.hsbc.com.bd. A Customer is responsible for keeping himself / herself updated on the latest Personal Account Terms and Conditions, Retail Banking and Wealth Management Fees and Charges, HSBC Select Fees and Charges, and product specific terms and conditions and fees and charges of the Bank by referring to the mentioned website. In case of any contradiction between the Terms and Conditions in English and Bangla version, the version in English shall prevail.

## 2. DEFINITIONS AND INTERPRETATION

**2.1 Unless the context otherwise requires, any reference in these Terms and Conditions to:**

(i) a "Section", "Sub-Section", "Clause" or "Appendix" shall be construed as a reference to a section, sub-section or clause of these Terms and Conditions or an Appendix hereto;

(ii) these Terms and Conditions or any other agreement or document shall be construed as a reference to the same as amended, varied or supplemented from time to time;

(iii) a statute shall be construed as a reference to the same as amended or re-enacted from time to time;

(iv) reference to the singular includes the plural (and vice versa);

(v) a word which suggests one gender includes the other genders;

(vi) general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

**2.2 Capitalized terms used in the Terms and Conditions are defined herein below:**

(i) "Account" means any personal bank account(s) opened, operated and/or maintained by the Customer with HSBC.

(ii) "Accountholder" means a Customer with one or more Account(s) held with the Bank, whether singly or jointly.

(iii) "Applicable Laws and Regulations" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Bangladesh, to which the Bank or the Customer are subject and/or with which the Bank or the Customer are expected or required to comply from time to time.

(iv) "ATM" means automated teller machines, which may be operatedby HSBC Bangladesh, other HSBC entities or other banks in Bangladesh or abroad.

(v) "Authority" means any regulatory authority, judicial, quasi-judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, law enforcement, intelligence or investigation authorities, or any of their agents, officials or employees with jurisdiction over any part of the HSBC Group;

(vi) "Bank" or "HSBC Bangladesh" means The Hongkong and Shanghai Banking Corporation Limited, Bangladesh, a scheduled commercial bank licensed by the Bangladesh Bank, having its principal office at Bay's Park Heights, Plot-02 (New), 522 (Old), Road # 9 (New), Dhanmondi, Dhaka, 1205, Bangladesh.

(vii) "BDT" means Bangladesh Taka, the official currency of Bangladesh.

(viii) "Branch" means any branch of the Bank in Bangladesh.

(ix) "Card" means any card or cards (including ATM / debit / credit cards) issued by the Bank to the Customer against Customer's Account(s) or otherwise, which may be used to effect banking transactions by electronic means (including at an ATM, point-of-sale terminals, e-commerce transactions, or /payments or such other mediums made available by, or which are acceptable to, the Bank) and include any such card issued in replacement or renewal thereof.

(x) "Card Transaction" means any payment made or any amount charged for any goods, services and/or other benefits, cash withdrawals, cash advances, transfers or balance enquiries effected or made through the use of the Card (whether in conjunction with the PIN of the Card and/or any signature or otherwise) at ATMs and Merchant outlets, Electronic Banking, or e-commerce, and on such conditions as the Bank may prescribe from time to time.

(xi) "Card Limits" means the various limits prescribed by the Bank in relation to total Card Transactions effected in a day (including but not limited to ATM cash withdrawals, POS transactions, Electronic Banking, e-commerce, and Contactless Transactions).

(xii) "Cardholder" means a Customer who is issued with a Card by HSBC against his / her Account(s) for carrying out transactions and availing services in accordance with these Terms and Conditions.

(xiii) "Compliance Obligations" means obligations of the Bank and HSBC Group to comply with: (a) Applicable Laws and Regulations or international guidance and internal policies or procedures; (b) any demand from Authorities or reporting, disclosure or other obligations under Applicable Laws and Regulations; and (c) laws requiring HSBC Group to verify the identity of its customers;

(xiv) "Connected Person" means a person or entity (other than the Customer) whose information, including Personal Data or Tax Information, is provided by the Customer, or on the Customer's behalf, to any member of the HSBC Group, or which is otherwise received by any member of the HSBC Group in connection with the provision of the Account and Services. A "Connected Person" may include a guarantor, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, the Customer's representative, agent or nominee, or any other person or entity with whom the Customer has a relationship that is relevant to the Customer's relationship with the HSBC Group.

(xv) "Controlling persons" means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

(xvi) "Contactless Reader" means a point-of-sale device at which contactless-enabled cards may be used to execute transactions for the payment of goods and/or services, either by tapping the contactless-enabled card against the reader or by waving the contactless-enabled card on a contactless basis over or against such reader, without requiring any signature, PIN or other authentication on the part of the Cardholder.

(xvii) "Contactless Transaction" means a transaction for the payment of goods and/or services made using a contactless Card issued by the Bank to a Cardholder, against a Contactless Reader.

(xviii) "Customer" means any holder of an Account and/or recipient of Services (either single or joint).

(xix) "Customer Information" means in relation to a Customer or a Connected Person, all or any of the following: (a) Personal Data or Personal Information; (b) information, records, data, documents about or related to the Customer or Connected Person, or either of their Accounts, Services or transactions; (c) information, data, records or documents about the use of the Bank's products or Services by the Customer or Connected Person; (d) information, data, records, documents about the relationships of the Customer or Connected Person with the Bank or HSBC Group; or (e) Tax Information.

(xx) "Electronic Banking Services" shall mean, amongst others, ATM / debit or credit Card services, PIB Services, e-commerce and any other electronic, online or mobile banking Services provided by the Bank from time to time.

(xxi) "Financial Crime" means 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 or regulations relating to these matters.

(xxii) "Financial Crime Risk Management Activity" has the meaning set out under Clause 30.1;

(xxiii) "Financial Information" means any financial or other documentation or information relating to the Account including but not limited to the Account name(s), number(s) and reference(s), values, gains, losses, credits, withdrawals, balances, transfers and associated instructions from time to time.

(xxiv) "HSBC" means The Hongkong and Shanghai Banking Corporation Limited.

(xxv) "HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually);

(xxvi) "Instruction(s)"means each and any instruction by the Customer in relation to the Accounts and Services given by any means or mediums as may be acceptable to the Bank from time to time and may include (but not limited to) by telephone, via the ATM, via POS terminals, via internet or online banking, by any other electronic means or mediums and any other means or mediums as may be acceptable to the Bank from time to time.

(xxvii) "Merchant" means any person, entity, firm or corporation having a subsisting agreement with the Bank and/or a payment service provider relating to the use and/or acceptance of a Card in payment to such person for goods or services provided or charges incurred.

(xxviii) "Personal Data" or "Personal Information" means any information relating to an individual from which such individual can be identified;

(xxix) "PIB" means Personal Internet Banking services.

(xxx) "PIN" means personal identification number (either issued by the Bank or chosen by the Customer through the Bank's authorised channels / procedures), including but not limited to ATM personal identification number.

(xxxi) "POS" means point-of-sale Card transactions initiated at Merchants' point-of-sale terminal or via the terminals operated by network for electronic transfers.

(xxxii) "Personal Tax Information" means any documentation or information relating to the Customer, the Customer's identity or tax status.

(xxxiii) "Purposes" has the meaning prescribed under Clause 28.1.

(xxxiv) "Service" means any one or more of the services or products made available to the Customer by the Bank at any time and from time to time including without limitation, credit facilities, payment/transaction related services, Electronic Banking Services and all services related or incidental to opening, maintaining and operating of Account.

(xxxv) "Substantial Owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

(xxxvi) "Tax Authority" means any domestic or foreign regulatory or tax revenue, fiscal or monetary authority.

(xxxvii) "Tax Reporting and Accounting Obligations / Responsibilities" means any obligation or responsibility of any sort that the Bank has or may become subject to in future whether in accordance with the provisions of any law, legislation or regulation of Bangladesh or any foreign country to which the Bank is subject oras assumed by the Bank voluntarily, contractually or otherwise, by reason of the Bank's financial, commercial, business or other interests in or related to the jurisdiction of the relevant Tax Authority;

(xxxviii) "Tax Information" means documentation or information about the Customer's tax status or the tax status of a Connected Person.

(xxxix) "Terms and Conditions" means the Personal Account Opening Form and the terms and conditions contained herein.

## 3. OPENING AN ACCOUNT

3.1 The Bank at its sole discretion may provide or continue any Service, or open and maintain any type or nature of Account with a distinct number given by the Bank, whether held singly or jointly, in any currency, on terms and conditions as may be prescribed by the Bank from time to time.

3.2 Nothing contained in these Terms and Conditions makes it obligatory for the Bank to offer or continue any or all of the Accounts or Services to any or all Customers, and it shall be the sole discretion of the Bank whether or not to offer, maintain, provide or continue any Account or Service to a particular applicant, Customer or group of Customers at any time.

3.3 The Customer must provide legitimate documents, records and information to the Bank for opening, operation and maintenance of Accounts and/or receipt of Services, as required and specified by the Bank from time to time, and to the satisfaction of the Bank.

## 4. INSTRUCTIONS

**Customer's Responsibilities**

4.1 The Customer must comply with all Applicable Laws and Regulations in using the Services or Account, or in conducting transactions or activities offered by/with the Bank.

4.2 The Customer shall not take any action or transaction, directly or indirectly, that would result in a violation of any applicable anti-bribery and corruption laws, including (without limitation) the Penal Code, 1860 of Bangladesh, the Prevention of Corruption Act,1947 of Bangladesh, Anti-Corruption Commission Act, 2004 of Bangladesh, Anti-Corruption Commission Rules, 2007 of Banglades the Money Laundering Prevention Act, 2012 of Bangladesh, and Money Laundering Prevention Rules, 2019 of Bangladesh, or any other Applicable Laws and Regulations. None of the Accounts or Services will be used by the Customer, directly or indirectly, for any payments that could constitute a violation of any applicable anti-bribery and corruption laws.

4.3 The Customer may only open an Account or utilize a Service by making applications and/or issuing Instructions in a form and by means acceptable to the Bank.

**Bank's Rights and Responsibilities**

4.4 The Bank has the right to do any of the following:
(a) accept or refuse an Instruction; or
(b) prescribe any condition at its discretion for accepting an Instruction, without giving any reason.

4.5 The Bank is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer as a result of the Bank exercising any of the rights referred to in Conditions 4.4 (a) or (b) above.

4.6 The Bank will only act on an Instruction if it reasonably believes that the Instruction was given for or on behalf of the Customer or authorized by the Customer. The Bank is not liable if that belief is incorrect. The Customer will be bound by that Instruction as understood and executed by the Bank in good faith, even if:
(a) the Instruction is incorrect, false or unclear; or
(b) the Instruction was not given for or on behalf of or authorized by the Customer.

4.7 In the event the Bank at its discretion agrees to receive any information, forms, Instruction, records or documents (whether scanned or in other electronic or digital form) pertaining to the Customer, Customer Account or Services by e-mail or any other electronic or digital form from the Customer, the Bank is entitled to rely on any such information, forms, Instructions, records or documents issued or submitted from the e-mail address of the Customer, as duly issued, provided, verified and authenticated by or on behalf of the Customer, without any obligation upon the Bank to verify its source or authenticity, and shall be fully binding upon the Customer.

4.8 Subject to the aforesaid terms and any other applicable terms and conditions, the Bank will act on an Instruction as soon as reasonably practicable following receipt.

## 5. NOMINATION

5.1 Customers who maintain Accounts with the Bank in their individual capacity must nominate, and in the case of joint Accounts, all Accountholders must jointly nominate, person(s) to whom, in the event of the death of the sole Accountholder, or (as the case maybe) the death of all joint Accountholders, the balance of the Account may be paid, in a form, contents and on terms and conditions as required and/or acceptable to the Bank from time to time.

5.2 In the event of any dispute, including, but not limited to, the unavailability or other issue in connection with a nomination for or payment from any Account with the Bank in the event of the demise of the Accountholder(s), the Bank may make payment only on receipt of an appropriate judicial order or succession certificate issued by a court with appropriate jurisdiction or on other terms and conditions as required and/or is acceptable to the Bank, which the Bank shall decide at its sole discretion.

5.3 Subject to the above provisions, the Bank may, at its discretion, require nominee(s) or successor(s) of the deceased Accountholders (as the case maybe), to provide information, records or documents in forms and contents as deemed appropriate by the Bank before payment/disbursements of any balance amount from the Accounts of the deceased Accountholder(s). The Bank shall have no liability or obligation with respect to any payments of the balance amount made in accordance with the provisions above.

## 6. DELEGATION

6.1 The Bank may, at its direction, permit a Customer to authorize or delegate authority to operate, issue Instruction or otherwise deal or transact with an Account maintained with the Bank, or to avail Services from the Bank, on behalf of and in the name of the Customer, to a person or person(s) by a power of attorney, delegation of authority or other instrument, in a form, contents and on terms and conditions as required and/or acceptable to the Bank from time to time. The Bank is authorized and may rely on any Instruction which purports to have been issued or completed in accordance with the relevant signing authority, even if it appears to benefit a signatory to the Instruction. A signing authority and any changes thereto shall not continue to be in force on the revocation thereof, or the death, dissolution, bankruptcy or incapacity of a Customer or if otherwise the Bank at its discretion decides to cancel. A signing authority and any changes thereto shall not determine the succession, inheritance or right to the balances of the Account.

6.2 The Customer confirms that each delegate or authorized person is authorized to act as described in these Terms and Conditions until the Bank has received written notice, in form and substance acceptable to the Bank, of any change to a person to whom authority has been delegated in accordance with the above terms, and the Bank has had a reasonable opportunity to act on it.

## 7. MINOR'S ACCOUNT

7.1 An Account may be opened by the Bank at its sole discretion in the name of a minor on the application of his / her natural guardian or by a guardian appointed by a court of competent jurisdiction, on terms and conditions required by the Bank from time to time.

7.2 Upon the minor attaining majority, the right of the guardian to operate the Account shall cease and any balance in the Account will be held for benefit of and paid to the hitherto minor only.

## 8. JOINT ACCOUNTS

8.1 If an Account is opened in the names of two or more persons, each of the persons ("Joint Accountholder") shall be deemed to be an Accountholder of that joint Account for all purposes. If the Bank receives notice that one Joint Accountholder has become mentally incapable, it will not allow withdrawals, accept new Instructions or an instruction to close the account from the remaining Joint Accountholder(s) from that time. The Bank will only be able to make payments that were authorized before receipt of notice of mental incapacity until either an attorney or receiver is appointed to act for the person who is mentally incapable. If the Bank becomes aware of a dispute, the Bank may at its discretion require all Instructions on the joint account to come from all the Joint Accountholders going forward, in a manner acceptable to the Bank. The Bank may further, at its discretion, without prejudice to any of its other rights, suspend the Customer's use of online banking or PIB and/or require Customers to return debit / credit cards and cheque book to the Bank. The Customer(s) shall keep the Bank indemnified for all consequences resulting or arising from suspension of operations in any or all of the joint Accounts.

8.2 With respect to a joint Account:

(i) each Joint Accountholder is jointly and severally liable with each other Joint Accountholder for the obligations and liabilities under the joint Account maintained by them, each Service utilized by them, and under these Terms and Conditions, and notice to one Joint Accountholder shall be taken as notice to all;

(ii) upon any Joint Accountholder accepting any terms and conditions governing a joint Account or Service, each other Joint Signatory will be bound by those terms and conditions;

(iii) subject to Clause 8.1 above, if a Joint Accountholder is authorized to operate a joint Account singly, the Bank may comply with any Instruction or other directions given by any Joint Accountholder singly, for or in connection with that joint Account(unless the Bank agrees or decides otherwise);

(iv) a Joint Accountholder shall remain bound by these Terms and Conditions even if the other Joint Accountholder(s) is / are in fact not bound;

(v) the Bank has the right to deal with each Customer separately on any matter, including discharging any liabilities to any extent without affecting the liabilities of the other Customer(s).

(vi) all Customers are jointly and severally liable for the use of any PIN even if it was applied for by only one of the Customers;

(vii) No PIB and ATM / Debit Cards shall be issued in relation to joint Accounts where more than a single signatory is required.

(viii) In case of death of one of the Joint Accountholders, the Bank shall hold the credit balances, after deduction of the amounts owing to the Bank, in the Account to the sole order of the survivor(s) and upon payment to the survivor(s), the Account may be closed and the Bank may thereafter be released from any further obligations, and shall have the right to refuse payment of any cheque drawn on the Account and subsequently presented. The survivor(s) shall be held responsible for any and all claims and liabilities with respect to the said joint Account and shall keep the Bank indemnified for all consequences resulting or arising from closure of an Account; and

(ix) if any Customer withdraws his / her mandate for the other Customer(s) to operate the joint Account, the Bank shall not be liable for any loss suffered by the Customer(s) due to putting a hold on the joint Account pending receipt of joint written instructions from all the holders of the joint Account. The Customer(s) shall keep the Bank indemnified for all consequences resulting orarising from putting a hold in any or all of the joint Accounts.

## 9. TERMINATION, SUSPENSION OR CLOSURE OF ACCOUNT

9.1 The Bank reserves the right at any time, in its sole discretion and/or without assigning any reason, to discontinue relations with any Customer, including, but not limited to, closing Accounts, or terminating, suspending / discontinuing all or part of banking and other Services and facilities with a customer by providing prior notice, unless otherwise required by Applicable Laws and Regulations (or save under exceptional circumstances when termination may be made without notice);

9.2 The Bank reserves the right to put a hold (i.e., restricting debit and/or credit transactions) on any Account with or without notice if required under Applicable Laws and Regulations, or as may be required by regulators or any Authority. In addition, The Bank reserves the right in its sole discretion to put a hold (i.e., restricting debit and/or credit transactions) on any Account, with or without notice to the Customer, if it is required for the provisions of Services or to comply with internal policies.

9.3 Subject to any Applicable Laws and Regulations, the Bank has the right to suspend or terminate all or any part of the Services or an Account with immediate effect in case of "Events of Default" by the Customer. The following shall constitute Events of Default:

(i) the Customer breaches or fails to perform or observe the Terms and Conditions; this may include, for example, the Customer's failure to settle any transaction or to pay any amount due or perform any other obligations in relation to the Services or Account;

(ii) any representation, warranty or statement that is made (or deemed to have been made) to the Bank by the Customer proves to be incorrect, or if repeated at the relevant time with reference to the fact and circumstances subsisting at such time would not be accurate; or

(iii) the Bank believes or has reason to suspect that any of the following has occurred:

(a) the Bank has not been given a valid mandate;

(b) the Customer is not the true owner of the Account; or

(c) the Customer does not have authority to operate the Account.

9.4 A Customer may at any time unilaterally terminate, close or discontinue Accounts and Services with the Bank by written notice of 30 (thirty) days prior notice to the Bank in a form and substance acceptable to the Bank.

9.5 Upon termination, closure or discontinuance, the Bank shall thereafter be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the customer and subsequently presented, accept any Instruction or process any transactions.

9.6 The Customer shall be held responsible for any and shall keep the Bank indemnified for all consequences resulting or arising from termination, suspension, discontinuation or closure of Accounts and Services.

9.7 The Customer must pay to the Bank the full outstanding amount of any loan or finances, including, but not limited to, the outstanding amount of any overdraft under any facility granted by the Bank, accrued interest, overdue payments, penal charges, applicable fees and charges of the Bank, etc. (collectively, "Outstanding Liability"). Notwithstanding any termination, suspension, discontinuation or closure, the Customer shall remain liable for all amounts owing (whether actually or contingently) in respect of any Outstanding Liability together with all related charges thereunder.

9.8 Upon closure of an Account, the Customer shall forthwith return for cancellation or destroy all deposit advices, unused cheques, ATM / debit cards and all other items or documents which have been provided by the Bank in respect of or by reason of the Customer maintaining the Account or receiving Services with / from the Bank.

9.9 The Bank shall close the Account of the Customer and shall not pay against any cheques, bills, or any financial products or instruments, or process or carry out any transaction or Services, if the Customer is adjudicated by the court as bankrupt, and the Customer shall be required to return any Cards and chequebooks. The Bank shall transfer the credit balance if any to the Customer's assignee, receiver and/or liquidator or as directed by any court of laws (as the case may be).

9.10 In the event of death of a Customer, the Account(s) shall be marked as "Deceased Account". Any mandate for Account operations shall be automatically revoked and the Account balance will be blocked. The Bank shall have the right to refuse payment of any cheque drawn on the Account. The Account balance and any interest thereof of the "Deceased Account" shall be payable to the nominee(s) assigned by the Customer or legal heir(s) (as the case maybe) in accordance with the provisions under Section 5 above after deduction of applicable banking fees and charges and government duties and taxes.

## 10. CHEQUE BOOKS

10.1 An application for a chequebook on eligible / applicable Accounts must be made on the Bank prescribed form, duly signed by the Customer for the purpose.

10.2 The Bank reserves the right to refuse issuance of chequebooks on accounts which are not maintained satisfactorily and also when an excessive number of cheques from previously issued chequebooks remain unused.

10.3 The Bank may stipulate additional / supplementary terms and conditions in relation to, amongst others, issuance and use of cheques / chequebooks, drawing of cheques etc., including terms and conditions on the cover of the chequebook, each of which shall be binding upon the Customer, in addition to the terms and conditions contained herein.

10.4 Cheque serial numbers, Account number and name of Accountholder printed in the cheque book as well as number of cheque leaves should be verified before use. Cheque books should be kept in a secured place / custody of the Customer and Customer must immediately report to Bank of any loss of signed / blank cheque(s) to stop payment in accordance with the terms herein. The Bank shall not be liable, and shall be held fully indemnified by the Customer, for any consequences that may arise for payment made against lost signed / blank cheque(s) which was not duly and immediately reported to the Bank for "stop payments". A charge as per Bank's tariff will be recovered for recording "stop payments".

10.5 All alterations on cheques or monetary instruments drawn should be validated and authenticated by the drawer's full signature; otherwise payments of the cheques may be refused. The cheque will be returned unpaid if the drawer's signature differs from that on Bank's record.

10.6 Any cheque drawn shall be presented within reasonable time before the drawee bank and the applicable provisions of the Negotiable Instruments Act, 1881, and any other applicable rules, regulations and instructions in respect of cheque payments and clearance must be complied with.

10.7 The Customer is solely responsible for ensuring that all cheques or other monetary instruments provided to the Bank are in order and that the details contained therein are accurate, verified and complete. Cheques or other monetary instruments should be written clearly, exercising due care and diligence and should not be drawn by any means that may enable a cheque / instrument to be altered in a manner which is not readily detectable, and the Customer shall take all reasonable precautions to stop anyone altering or forging the cheques / instruments.

10.8 Before depositing any cheques or other monetary instruments with the Bank using any means or channels offered or accepted by the Bank, a Customer should ensure that such cheques / monetary instruments is in order on the face thereof, including, without limitation, that the same is appropriately dated and signed, and that the amounts in both words and figures matched.

10.9 Where the Customer is required to advise, complete or enter details of the cheques / monetary instruments when depositing the same with the Bank, the Customer agrees that it is the Customer's sole responsibility to ensure that such details being advised, completed or entered by the Customer are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the Customer and the Bank shall be entitled to adjust the Accounts accordingly by debiting or crediting the same as the case may be.

10.10 All inward remittances, cheques and monetary instruments are accepted for deposit into an Account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared / collected. The Bank reserves the right to charge the Accounts concerned with the appropriate amounts if, for whatever reason, any cheques and monetary instruments are subsequently returned unpaid or partially paid or where the remittance amounts are not eventually received or otherwise subject to any dispute. If the inward remittance or any cheques and monetary instruments (including the payment pursuant to the standing instructions of another person) is in a currency not supported by the Bank, the Bank has the right to convert it into Bangladesh Taka or any other currency supported by the Bank at the prevailing buying exchange rate, before depositing it into an Account.

10.11 The Bank will not accept 'Stale' i.e., cheques which are dated more than six months prior to date of presentment whether so presented by or on behalf of the Customer or bearer / payee, or 'Post-dated' cheques whether presented by or on behalf of the Customer or bearer / payee for payments, unless there is separate agreement in place with the Bank for deposits of 'Post-dated' cheques as guided by the terms and conditions in the said agreement. The Bank will not accept "undated" cheques for payments.

10.12 When a clearing cheque valued above a certain threshold amount (as defined / prescribed by the Bangladesh Bank from time to time) is placed, the Bank will make reasonable attempts to establish contacts over telephone with the issuing Customer, and thereafter, upon receipt of verbal and/or written confirmation (as deemed appropriate by the Bank) on the cheque so issued, the Bank shall (subject to any other necessary verification and availability of funds) execute the transaction. When placing such high-value payment instructions over the prescribed threshold, the Customer will be required to provide prior written intimation to the Bank or remain accessible through telephone number(s) that have been provided to the Bank. However, in cases where a Customer is not reachable through telephone number(s) provided to the Bank, the Bank shall reserve the right to deny the payment against the Cheque. In this regard, Customer shall be solely responsible to keep its contact information with the Bank updated at all times.

10.13 When new chequebooks are delivered to the Customer by post, it will be according to the address record of the Customer maintained with the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode of delivery, and the terms contained under Clause 21 of these Terms and Conditions shall be applicable with respect to such delivery.

10.14 The presentation, receipt, processing, payments and clearing of cheques / instruments shall at all times, where applicable, be subject to regulatory guidelines and operating procedures, including the Bangladesh Automated Cheque Processing System (BACPS) or any other regulatory guidelines, dispute management and operating procedures in force at time relevant time.

## 11. STOP PAYMENT ORDERS

11.1 The Customer may only countermand / stop payment of a cheque by giving clear written instructions to the Bank to that effect in the manner, form and substance acceptable to the Bank, including complete and accurate details of the number of the cheque, the name of the payee, the Account, the date on which and the amount for which the cheque has been drawn. The Bank will only comply with such instructions if all details accord strictly with those of the relevant cheque and the cheque has not been presented, and remains unpaid at the time such stop payment instruction is processed by the bank (within banking hours), subject to any reasonable time required by the Bank to retrieve, process and verify any Instruction. However, if, in its discretion, the Bank accepts such an Instruction notwithstanding that not all of the requested details are provided, the Bank will not be liable for any losses that the Customer may incur as a consequence.

11.2 The Bank has no obligation to act on an Instruction to stop payment if the Bank is unable to verify its authenticity. However, that does not restrict the Bank from acting on a stop payment Instruction at the Bank's discretion if the Bank believes in good faith that it is given or authorized by the Customer. In any case, the Bank is not liable and the Customer will be bound by that Instruction if the Bank acts on it even if it is incorrect, false or unclear or was not given or authorized by the Customer. The Customer should confirm an Instruction as soon as reasonably practicable in a manner accepted by the Bank.

## 12. DEPOSITS

12.1 The Customer acknowledges that all cash deposits must be handed directly to the Bank's teller. The Customer agrees not to (and shall ensure that anyone depositing on Customer's behalf does not) leave cash unattended until the Bank's teller has physically accepted it and issued acknowledgment / deposit slip. The Bank shall not be liable for any loss suffered by the Customer as a result of the Customer failing to comply with the provisions of this Clause.

12.2 The depositor will be required to produce his / her original government issued photo ID over the counter while any cash over a certain threshold (as may be determined by the bank from time to time) is being deposited.

12.3 The Customer agrees to follow the prescribed procedures correctly when using the automated cash deposit facilities provided by the Bank for cheque and cash deposits. The correct using of the automated cash deposit facilities is the responsibility of the Customer, and the Bank shall have no liability for consequences arising out of the incorrect use of the automated cash deposit facilities.

12.4 The Customer agrees that all Account payee cheques should be crossed by drawing 2 (two) parallel diagonal lines across the top left-hand corner of the cheque before depositing and the Bank shall not be liable for any loss suffered by the Customer as a result of the Customer failing to do so.

12.5 The Customer acknowledges that the deposited amount on the video / display screen of the automated cash deposit facilities (ATM or easy-pay machine) or advice slip may be pending verification and/or clearance and cannot be taken as a conclusive statement of the Account balance.

12.6 If the Bank accepts deposits of banknotes, coins or cheques: (i) the Bank is only responsible for those deposits once the Bank has received, counted and verified those banknotes, coins or cheques (as applicable) in accordance with the Bank's practice and to the Bank's satisfaction; and (ii) the Bank will only credit to the Customer's Account those banknotes, coins or cheques that the Bank has received, counted and verified to the Bank's satisfaction.

12.7 The following decisions are final and binding on the Customer:

(i) the Bank's decision as to how to account for any discrepancy between the details specified in a pay-in-slip and the banknotes, coins or cheques accompanying that pay-in-slip which are received by the Bank; and

(ii) the Bank's decision to not accept any banknotes, coins or cheques deposited.

## 13. WITHDRAWALS

13.1 The Customer shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the Customer's Account to honour cheques presented on or debits made to the Account or or carrying out the Instructions relating to the Account, and the Bank shall not be liable for any consequences for the Customer's failure to comply with the above.

13.2 The Account should not be overdrawn nor should cheques be drawn against funds in course of realization unless special arrangements have been made with the Bank. The Bank will not honour any cheques drawn by the Customer if in doing so the Account would become overdrawn and in such circumstances, the Bank reserves the right to debit the account with the charge for each returned cheque as per Bank's prevailing tariff.

13.3 All deposits or transfers to a Customer's Account effected by cheque, bank transfer or other instrument or means which are subject to clearance or confirmation are conditional upon final payments in cleared funds being received by the Bank, and the Customer may not withdraw the amount proposed to be credited until final payment has been received by the Bank. If such final payment is not received by the Bank, for any reason whatsoever, any conditional credit made to the Customer's Account pending final payment may be reversed, and the Customer shall be obliged to pay to the Bank immediately the amount or any drawings made against any conditional credit and shall indemnify the Bank in respect of cost, losses and liabilities incurred by the Bank as a result thereof. The Bank is not liable, and the Customer shall keep the Bank indemnified thereof, for any delay, cost, loss or liability resulting from any countermand, loss, dishonour, defect or irregularity in any instrument lodged with the Bank for honour, presentment, protest or collection.

13.4 For making cash withdrawals, the Customer agrees to verify and count all cash received from the teller before leaving the counter as the Bank will not be responsible and shall have no liability for any discrepancies once the cash has been handed over to the Customer

13.5 Pre-mature withdrawals of term investments, deposit savings schemes etc. are subject to the Bank's internal policies, applicable terms and conditions related to the schemes/deposits and the Applicable Laws and Regulations.Customers should be familiar with these terms and regulations when they avail any of such products or services from the Bank.

## 14. FUND TRANSFER & REMITTANCES

**Customer's Responsibilities Regarding Funds Transfer**

14.1 The Customer may only effect a funds transfer (local or overseas) with the Bank by issuing an Instruction in the form, substance and by means acceptable to the Bank from time to time. If the Customer desires a funds transfer to occur on a particular date, that date must be clearly stated in the Instruction.

14.2 The Customer (and not the Bank) is responsible for ensuring the Customer has suitable information in relation to (i) any exchange control or restriction which may be imposed by Applicable Laws and Regulations; and (ii) any charges which may be imposed by a correspondent or beneficiary bank or any other bank or a participant.

14.3 The Customer must ensure that the beneficiary account information provided to the Bank is correct and complete and satisfies the verification procedures adopted by the beneficiary bank. The Bank shall not be responsible for and will not verify the beneficiary account information.

**Bank's Rights and Responsibilities Regarding Funds Transfer**

14.4 Unless otherwise specified by the Bank, the Bank may do any of the following:

(i) refuse an Instruction to effect a funds transfer;

(ii) effect a funds transfer instruction using any routing arrangement at the Bank's discretion;

(iii) send the funds transfer either in words or in code;

(iv) convert the currency of the funds transfer, if the beneficiary account is in a currency that is different from the remitting currency;

(v) effect funds transfer on the basis of a provisional exchange rate, subject to adjustment when the actual exchange rate is ascertained, and debit or credit any difference between the provisional rate and the actual rate to a Customer Account.

14.5 Outward remittance or overseas fund transfer maybe subject to charges and fees imposed by correspondent / beneficiary banks or other intermediaries and the Bank shall not be liable for amounts deducted or debited on account of such charges and fees levied in relation to such transfer.

14.6 The Bank is not responsible for: (i) any loss, delay, error, omission or alteration of the message which may occur in the transmission of a funds transfer Instruction; (ii) any misinterpretation or error by the recipient of the message in a funds transfer Instruction; (iii) processing a funds transfer Instruction on the day of the Bank's receipt, if the Bank's remittances department does not receive it before the relevant cut-off time; (iv) the funding arrangement requirements of the settlement banks; (iv) the availability of the relevant services, including, for example, the availability of the clearing or settlement system of the applicable currency and the location of the correspondent or beneficiary bank or the participant.

14.7 The Bank has the overriding right to refuse to process or effect, without notice, payments of funds transfer, if the Bank reasonably believes any one of the following has occurred: (i) there are insufficient available funds in the Account specified in the Customer's Instruction from which payment is to be made; (ii) any information given in the relevant Instruction is incorrect, incomplete, or unclear; (iii) the relevant Instruction or processing of the relevant Instruction would breach any Applicable Laws and Regulations; or (iv) the Customer has specified additional Instructions or requests relating the funds transfer, and those additional Instructions or requests are not acceptable to the Bank.

**Bank's Responsibilities and Limitation of Liabilities in Relation to Fund Transfer and Settlement Networks**

14.8 Where a fund transfer or settlement is effected through the Bangladesh Electronic Fund Transfer Network ("BEFTN"), Bangladesh Real Time Gross Settlement ("BD-RTGS") or National Payment Switch Bangladesh ("NPSB") or any other fund transfer, clearing or settlement system / network in force, the Bank will process and submit the Customer's Instructions and requests to such network / system in accordance with the applicable rules, guidelines and procedures (including with respect to dispute settlement) imposed by the central bank or relevant regulatory authority from time to time. The Bank has no control over the operation of such network / system nor the timing on which the Customer's instructions or requests are executed there in.

14.9 The Bank is not liable for loss, damage or expense of any kind for any delay, unavailability, disruption, failure, error of or caused under BEFTN, BD-RTGS, NPSB or any other network / system, or arising from any circumstances beyond the Bank's reasonable control.

**Remittances**

14.10 The Customer accepts and acknowledges that all remittances (inward and outward) through HSBC Bangladesh are subject to foreign exchange laws and regulations, as amended from time to time, and Customer shall ensure compliance with all applicable foreign exchange laws and regulations in force.

14.11 The Bank reserves the right to (i) stop any inward remittance in favor of the Customer if the originator's information received by the Bank is incomplete, and the Bank shall not be liable to the Customer for any consequences arising out of or in connection with the delay or rejection of the inward remittance, (ii) reverse any payments received from a resident or external account for credit to the Customer's Account with the Bank if the remittance is from a non-permitted source under Applicable Laws and Regulations, or (iii) ask for necessary information or documents as required / recommended by the regulators / Authority or the Bank without which the remittance may not be processed and/or credited.

14.12 The Customer agrees that the Bank shall not be liable to the Customer (i) for any loss or delay which may take place in the transfer, transmission and/or application of funds; or in the case of telegraphic transfers (as instructed by the Customer or deemed necessary by the Bank), for any error, omission or mutilation which may take place in the transmission of the message (literally or in cipher) or for its misinterpretation by the receiving party when received; and the Customer agrees to indemnify the Bank against any actions, legal proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation.

## 15. ACCOUNT STATEMENTS

15.1 The Bank will either provide paper statements or e-statements. E-statements will be available to be viewed electronically within PIB (personal internet banking), if the Accountholder is registered for PIB and has valid and active PIB profile. In case of customer having any sort of view profile or higher, either active or inactive, no paper statement will be provided unless customer requests for such via bank prescribed channel. In that case- charges may be applicable as per the Bank's prevailing tariff.

15.2 The Customer agrees and undertakes to promptly examine each Account statement and check all entries and transaction therein. The Customer must notify the Bank in writing of any discrepancy, omission, incorrectness, or disagreement whatsoever arising from whatever cause, including fraud and forgery, with regard to the transactions detailed in Account statement within 15 (fifteen) days of the statement date. In the absence of any such notice in writing from the Customer within the stipulated time, it shall be deemed that the Customer has accepted all contents in the Account statement and waived any right to raise objection against the Bank relating thereto.

15.3 In the event any amount to which the Customer is not entitled to is credited to the Account due to a system error or any kind of act, omission or mistake by the Bank, the Customer hereby authorises the Bank to debit such amount without notice from the Customer's Account. The Bank shall reserve the right to demand refund, reverse an entry, or debit any Account held by the Customer with the Bank for all or any credited amount to which the Customer is not entitled to.

15.4 In the event that an Account is in the unclaimed status, the Bank shall cease to send Account statement to the Customer.

15.5 For joint Account, all statements are addressed to the first-named party (i.e., the first applicant) and the Bank assumes no responsibility in this regard.

15.6 The Bank may from time to time be required to comply with any court orders and directions and in such cases, the Bank may be obligated to make deductions from Customer Account and payments may not be processed or may be reversed.

## 16. INTERESTS, CHARGES AND FEES

**General**

16.1 The Bank may charge the Customer fees for providing a Service or maintaining an Account (including, without limitation, charges where the credit balance of any account falls below the minimum deposit amount specified by the Bank) from time to time as the Bank at its sole discretion thinks fit.

16.2 The Customer is required to pay all costs and expenses reasonably incurred by the Bank in connection with the Services or an Account from time to time. Those costs or expenses may include applicable taxes, duties or levies payable in respect of the Customer's assets or expenses for preserving or enforcing the Bank's rights in connection with the Services or Accounts or other government fees, legal or professional fees. The aforesaid costs and expenses may be debited from the Customer's Account without prior notice or consent of the Customer.

**Interest Calculations**

16.3 Interest is calculated on the daily credit balance in the relevant Account provided such balance in the Customer's Account exceeds the prescribed minimum balance for earning interest for that Account. The frequency at which interest will be credited into the Account will depend on the Account type held by the Customer. For overdrawn Accounts, interest is charged at prevailing interest rates on daily outstanding. The rate of interest payable is subject to the directives that may be issued by the regulators from time to time and prevailing tax legislation or any direction by any court of law.

16.4 Interest rates applicable from time to time on an Account will be displayed at the Bank's premises and/or published on the Bank's website. If the interest rate is above zero, interest is payable by the Bank to the Customer and will become a credit entry to that Account at the end of each interval as set by the Bank, depending on the type of Account maintained by the Customer.

16.5 The Bank has the right to set or vary without prior notice, any minimum credit balance in an Account for interest to accrue. No interest will accrue if the credit balance in the Account falls below the minimum credit balance set by the Bank.

16.6 If an Account is closed during an interest period for any reason, interest will accrue only up to the last calendar day before the day of closure.

16.7 Where a negative interest rate applies to any currency, the Bank has the right to impose negative interest on credit balances on any Account that are denominated in such currency. Where such interest becomes payable by the Customer to the Bank, the Bank entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Accounts. If a debit causes the relevant Account to be overdrawn, the Customer is liable to repay the outstanding amount to the Bank on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as the Bank may specify. Negative interest on an Account shall accrue: (a) on a daily basis, (b) on the credit balance in the Account; and (c) at the interest rate specified by the Bank at its discretion.

**Fees & Charges**

16.8 All administration, handling, service, facility, finance or other fees and charges are to be paid by the Customer to the Bank for any Service provided or action taken in relation to the Customer's Account(s), and shall be levied at such rates as the Bank may from time to time prescribe for that purpose, and any such charges may be debited, without prior notice or consent of the Customer, from any of the Customer's Account(s) with the Bank. The Customer is responsible for maintaining sufficient balance in the Account toenable the Bank debit the Account for fees or charges. Where there is insufficient credit in the Account, the Bank reserves the right to reject provision of relevant Service.

16.9 The Bank reserves the right, subject to regulatory requirements, to amend and modify the fees, charges and tariff by providing prior notice to the Customer. The amended fees, charges and tariffs shall be available in Bank's branches and also updated in the public website of the Bank and it shall be the responsibility of the Customers to keep themselves updated with the prevailing rates of all fees and charges. The Customer may obtain, from any of the branches of the Bank in Bangladesh, the then prevailing rates of all charges, fees, tariffs as may from time to time be prescribed by the Bank.

## 17. INOPERATIVE DORMANT AND UNCLAIMED ACCOUNTS

17.1 Accounts may be classified as "Inoperative", "Dormant" and "Unclaimed" in accordance with the regulations and directives of the Bangladesh Bank and the policies of the Bank.

17.2 The Customer will not be able to transact on a Dormant or Unclaimed Account until the Customer reactivates the Account in the manner prescribed by the Bank.

17.3 The Bank will act in accordance with the provisions of the Bank Company Act, 1991 and any applicable regulatory guidelines, in relation to any unclaimed deposits.

## 18. LIMITATION ON BANK'S LIABILITY

18.1 The Bank is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer as a result of any interruption, delay or failure (whether total or partial) in providing any of the Services or the Bank's equipment or facilities to the Customer or performing the Bank's duties and obligations in respect of the Services to the extent attributable to any cause or circumstance that is beyond the Bank's reasonable control or the reasonable control of the Bank's agents or nominees.

18.2 Under no circumstances is the Bank responsible to the Customer or any other person for: (a) any loss of profit or interest, indirect or consequential loss arising from or in connection with the Bank providing, or failure or delay in providing, the Services; or (b) the Customer's failure to provide complete, accurate and up-to-date information requested by the Bank in discharging its regulatory or legal duties.

18.3 Without prejudice to the foregoing provisions, the Bank shall meet its obligations exclusively at the Branch where the Account is maintained by a Customer. The Customer shall not have any recourse against the head office or any Branch of the Bank outside Bangladesh in respect of any payment or performance of any obligation with regard to the Accounts of the Customer or Services offered or provided to the Customer from time to time by the Bank.

18.4 Cheque or instruments requiring clearing through the BACPS or debit / credit / settlement transaction through the BEFTN, BD-RTGS, NPSB or any other settlement, transfer or clearing systems in force from time to time is subject to the operating guidelines or system rules or dispute management procedure with respect to the said system and network (as the case may be) and also the technical soundness of the said system and network (as the case may be), and the Bank shall not be responsible for the failure or delay in the clearance of any cheque / instrument, fund transfer, settlement or transaction through the relevant system or network due to technical failure of the relevant system or network and/or the fault or negligence of the other participating bank.

18.5 The Bank may (at its discretion) from time to time, in conjunction with Merchants and other third-party goods / service providers, conduct various promotional campaigns or programs, provide special incentives, benefits and discounts to the Customers with respect to products / services provided or offered by the Merchants, goods or service providers. The Bank shall not be responsible for any benefits, incentives or discounts with respect to the products or services of any Merchant (or other goods / service provider), that the Bank may facilitate for or introduce to the Customer under such campaigns or programs (including discounts / incentives that can only be availed by use of HSBC Cards). No promotional programs or campaigns with respect to any Merchant / third party product or services or otherwise made available in conjunction with any Merchant / third party shall be interpreted or construed to create an association, partnership or joint venture with the said Merchant / third party or create any liability or obligation upon the bank in relation to such products and services. Further, the aforesaid campaigns or programs shall not be deemed as solicitation or endorsement by the Bank on the quality or suitability of any product or service and the Bank neither makes any representation (or warranty) with respect to such products / services nor provides any assurance with respect to availability of the same.

## 19. CUSTOMER'S INDEMNITY OBLIGATIONS

19.1 The Customer will indemnify and reimburse (i) the Bank, (ii) members of HSBC Group, (iii) the Bank's agents and sub-contractors and (iv) the Bank's officers and employees, for all actions, proceedings and claims, which may be brought against the Bank or persons / entities referred above and for losses, damages, costs and expenses which the Bank and/or persons or entities referred above may incur or suffer as a result of or in connection with the following:

(i) the Customer's use of the Services or the Bank's provision of the Services to the Customer, maintaining an Account by or for the Customer, or effecting any transaction with or for the Customer;

(ii) the Bank's decision not to process any Instruction or delay or failure to act on an Instruction in part or in full for any reason;

(iii) any default by the Customer in performing its obligations contained in these Terms and Conditions, any Applicable Laws and Regulations, or any other applicable terms relating to any Services or Accounts;

(iv) the preservation or enforcement of the Bank's rights or exercise of the Bank's powers in connection with the Services or Accounts, and the terms and conditions contained herein.

19.2 If it is established that any actions, proceedings, claims, losses and damages were caused by wilful negligence or fraud by the Bank, then the Customer shall not be liable under Clause 19.1 to the extent that the same is direct and reasonably foreseeable and arising directly and solely from such wilful negligence and/or fraud.

19.3 These indemnity provisions shall survive termination of these Terms and Conditions, the Services and Accounts and any applicable terms in relation thereto.

## 20. BANK'S RIGHT OF LIEN AND SET-OFF

20.1 The liabilities owed by the Customer to the Bank at any time may: (i) be actual or contingent, present, future or deferred, primary or collateral; (ii) be owed by the Customer solely or jointly with any other person or entity; and (iii) include fees, expenses or interest.

20.2 Without limiting or reducing any of the Bank's rights under these Terms and Conditions, in law or under any agreement, the Bank is entitled without prior notice to the Customer, to do the following (or any of them): (i) debit any liabilities / dues owed by the Customer to the Bank (including any fees, charges expenses or interest) from any Account, irrespective of whether there are sufficiently available funds, overdrafts or other facilities in the relevant Account; (ii) withhold, set-off, combine or consolidate the balance in the Accounts (including between single and joint accounts held/maintained by Customer); (iii) set-off or transfer any money (in the form of credit balance or credit facility) standing to the credit of any Account, in or towards the settlement of any liabilities owed by the Customer to the Bank in connection with

the Accounts (including with respect other Accounts of the Customer, whether single or joint Account), Services or under these terms and conditions; and (iv) refuse to repay the Customer any amount in any currency standing to the credit of the Accounts when due or on demand by the Customer, to the extent such amount is equal to or less than the liabilities owed by the Customer to the Bank.

20.3 If any debit / set-off as stated above causes the relevant Account to be overdrawn, the Customer is liable to repay the outstanding amount to the Bank on demand, together with fees, expenses and interest accruing on the outstanding amount at the rate set by the Bank. If the Bank makes such demand, the amount demanded will remain outstanding to the Bank on substantially the terms and conditions in force immediately before the Bank made the demand or on such other conditions considered appropriate by the Bank.

20.4 The Bank's rights under the aforesaid terms shall not be affected by the death or legal incapacity of the Customer or any person(s) comprising the Customer.

20.5 The Customer acknowledges and agrees that, at any time, the liabilities the Bank owes the Customer will not exceed the net amount of any credit balance or credit facility standing to the credit of any Account after deducting or providing for the total of all liabilities the Customer owes the Bank.

## 21. COMMUNICATIONS WITH CUSTOMER

21.1 The Customer warrants that all particulars given to the Bank are, to the best of the Customer's knowledge, accurate and up-to-date. The Bank may use any contact information provided by the Customer and kept on the Bank's records to communicate with the Customer (whether through letters, telephone calls, SMS, fax, email or other means).

21.2 The Customer agrees to promptly notify the Bank of any changes in the Customer's address, telephone, mobile phone and/or fax number(s) and email address in writing or via channels made available by the Bank. Pending receipt of such notice, the Bank shall send all communications to the latest address and/or number stated in the Bank's records and shall not be liable for any delays or loss suffered by the Customer.

21.3 The Customer when writing to the Bank or requesting Services or issuing Instructions shall be required to quote the distinct Account number, provide signatures and such other information for verification purposes as deemed appropriate by the Bank.

21.4 The Bank may stop sending the Customer any communication if, in the Bank's opinion, such communication will likely fail to reach the Customer.

21.5 Any communication delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (or where applicable, a delegate or nominee), where delivered personally at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, where sent by post 48 (forty-eight) hours after posting if such address is in Bangladesh and 7 (seven) days after posting, if such address is outside Bangladesh, or where sent by facsimile transmission, telex or email immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the time of actual receipt during banking hours.

21.6 All communications sent by the Customer to the Bank must be in the form, and must be sent by means, acceptable to the Bank. The Bank is not required to act on any communication if it is not in the form or sent by means acceptable to the Bank and is not liable for any loss of any kind incurred or suffered by the Customer as a result of the Bank consequently refusing to act on any such communication.

21.7 The provisions under this Clause 21 does not limit or reduce the effect of any other terms and conditions that apply to either: (i) the issuing of Account statements, transaction advice or confirmation by the Bank to the Customer; or (ii) the giving of Instructions by the Customer to the Bank.

## 22. ELECTRONIC BANKING SERVICES

**General Provisions**

22.1 The Bank may at its discretion provide one or more "Electronic Banking Services" to the Customers subject to these Terms and Conditions and any specific terms and conditions related to Cards, PIB and e-commerce transactions which shall be available at www.hsbc.com.bd and binding upon the Customer. The Bank may, at its discretion, at any time withdraw all rights and privileges pertaining to Electronic Banking Services.

22.2 Without prejudice to any other provisions herein, the Bank is authorized but not obliged to act on any instructions given by telephone or internet which the Bank believes in its sole discretion emanate from the Customer, and which are accompanied by the use of the PIN / password / personal banking number. The Bank shall not be liable for acting in good faith on such telephone or internet instructions even where they are given by unauthorized individuals and the Bank shall be under no duty to verify the identity of any person giving instructions purportedly on behalf of the Customer.

22.3 The Bank may not always be able to carry out a transaction at the same time it receives an Instruction. Some matters may take time to process and certain Instructions may only be processed during normal banking hours even though Electronic Banking Services is Online and may be accessible outside such hours.

22.4 The Customer shall at all times remain liable for any transactions made by use of Electronic Banking Services and shall indemnify the Bank for all loss and damage, however caused, by any unauthorized use of the Card / PIN / password. The Bank's record of transactions processed by the use of Electronic Banking Services shall be conclusive and binding for all purposes and acceptable as documentary evidence. The Bank assumes no responsibility and/or liability for inappropriate usages of Electronic Banking Services by the Customer (for instance, in relation to use of Cards / PIB etc.).

22.5 The Bank may suspend one or more Electronic Banking Services provided to the Customer without notice – this may occur for example, when there is a suspected breach of security or the Bank needs to undertake any un-scheduled maintenance.The Bank will use reasonable efforts to inform the Customer in the event of unavailability of Electronic Banking Services. In the event of any scheduled/routine maintenance, the Bank will in so far as is possible provide the Customer with a reasonable period of notice prior to the suspension.

22.6 The Customer agrees to comply with these Terms and Conditions and any other reasonable instructions or recommendations the Bank may issue to the Customer regarding security related to Electronic Banking Services including, without limitation, the security recommendations contained in any relevant guidelines or communications issued by the Bank. The Customer agrees that it is the Customer's sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, Electronic Banking Services, and information stored on the Customer's computing and communications systems and devices, and in particular the Customer's control of passwords and digital certificates and access to Electronic Banking Services.
Personal Internet Banking (PIB)

22.7 The Customer shall, in addition to the Terms and Conditions herein shall be bound by the PIB terms and conditions, which are available in the PIB section of HSBC Bangladesh's public website: www.hsbc.com.bd. The Customer must read the said terms and conditions carefully before using the Services of PIB. By registering to use the PIB Services and by accepting the PIB terms and conditions during the PIB registration process, the Customer shall be deemed to have accepted and be bound by all the terms and conditions mentioned therein.

22.8 Customer must read the BEFTN Agreement carefully and agree with the terms and conditions specified in BEFTN agreement before making any BEFTN transaction through PIB. To agree with the BEFTN agreement, Customers must send message using "Contact Centre"> "Send Message" option from the left-hand menu of their PIB profile declaring: "I have read and understood the BEFTN Agreement and have agreed with all the Terms & Conditions specified in BEFTN Agreement". The Customer can view the terms and conditions of the BEFTN agreement by clicking the BEFTN agreement link available at the top of the "Local Beneficiary Transfer (BEFTN)" page inside PIB. To make a BEFTN transaction through PIB, the Customer has to choose the local beneficiary option from the "Transfer" drop down list. Usage of PIB services is subject to fees and charges that are outlined in "Internet Banking Service Charges", copy of which is available in www.hsbc.com.bd.

## 23. PROPOSITIONS AND SCHEMES

**General**

23.1 The Bank may from time to time, at its discretion introduce various propositions and schemes for Customers/group of Customers fulfilling various eligibility / qualifying criteria as specified by the Bank and subject to such terms and conditions as stipulated by the Bank. The Bank shall have the discretion to discontinue or suspend any such proposition / scheme at any time or amend the requisite eligibility / qualifying criteria and terms and conditions pertaining to such proposition / scheme.

HSBC "SELECT"

23.2 HSBC Select is a customer proposition of HSBC Bangladesh made available by the Bank to Customers who meet the eligibility criteria for HSBC Select. HSBC Bangladesh reserves the right to set/ fix/ change/ amend the eligibility criteria, terms and benefits of HSBC Select at its discretion. From 01 August 2025 onwards, for all customers, eligibility criteria has been set to maintaining a minimum Total Relationship Balance (TRB) of BDT 40 lacs. The Bank offers benefits on products and services to Customers who qualify for HSBC Select status. The benefits and preferential pricing for HSBC Select Customers are outlined in the HSBC Select brochure and HSBC Select Fees and Charges.

23.3 A Customer who has applied for HSBC Select proposition agrees that a copy of the HSBC Select brochure and a copy of the HSBC Select Fees and Charges have been received, read and understood by the Customer before accepting theses Terms and Conditions. In addition to the Terms and Conditions mentioned herein, each product or Service provided to an HSBC Select Customer will be governed by the particular terms and conditions of that product or Service that the Customer shall accept at the time of availing the product or Service.

23.4 The Bank can also offer HSBC Select status to Customer at the Bank's sole discretion without TRB requirements. In such cases, the Bank reserves the right to downgrade or discontinue the Select status for of the Customer, or discontinue the Account and/or Services, at the Bank's sole discretion with prior notification to the Customer. The Bank can also offer Select status to Customer at the Bank's sole discretion on a trial or temporary basis with a grace period to meet the TRB requirements. The Bank shall reserve the right, at its sole discretion, to downgrade or discontinue the Select status, or discontinue the Account and/or Services, upon completion of the grace period, if by that time the TRB requirements or any other conditions are not met by the Customer.

23.5 The Bank will review Customer's Account(s) on a regular basis and if the Customer no longer meets the qualifying criteria (as mentioned above), the Bank will transfer the Customer's Account(s) to general Account status or close the Account(s) at the Bank's discretion. Prior notification shall be given to the Customer by the Bank before the Customer is downgraded from HSBC Select or before the relationship/Account(s) is closed.

23.6 Customer accepts that upon downgrade from HSBC Select, the associated benefits of HSBC Select and preferential pricing shall no longer be applicable for the Customer, which includes discontinuation of the HSBC Select Debit Card and HSBC Select chequebook. Upon downgrade from HSBC Select, the fees and charges applicable to the Customer shall be the same as for general Accounts as outlined in the "Wealth and Personal Banking Fees and Charges" brochure.

23.7 The Bank may change the eligibility criteria for HSBC Select from time to time, at the Bank's sole discretion. HSBC Corporate Employee Privilege Scheme ("CEPS")

23.8 Where the Customer has applied for an Account under HSBC CEPS, the Customer shall be eligible for a CEPS Account and its privileges as long as the Customer's employer has a valid CEPS agreement with the Bank and on formal introduction from the employer stating that the Customer's payroll from the company shall be transferred in the Customer's Account as long as he/she is employed with the company.

23.9 The Customer will cease to be a HSBC CEPS Customer under the following circumstances: (i) on discontinuation of his / her employment with the introducing employer or if his / her monthly salary is not credited in his / her Bank Account for 2 (two) consecutive months from the employer, (ii) on discontinuation of the employer's CEPS agreement and status with the Bank or (iii) where instructed or requested by the employer of the Customer. The Customer is responsible for notifying the Bank in advance in the event of change of employment.

23.10 Notwithstanding the foregoing, the Bank reserves the right in its sole discretion without assigning any reason to discontinue CEPS status on the Customer's Account with immediate effect.

## 24. RECORDING

24.1 In the course of providing the Accounts and Services, the Bank (or any of the Bank's agents, sub-contractors or nominees) may record and monitor Instructions or communications (including telephone/verbal communications) with the Customer by tape, video or other means. The Bank has the right to destroy such recordings after such period as the Bank considers appropriate. Such recordings, being the sole property of the Bank, shall be conclusively binding on the Customer and shall be admissible as evidence in any proceedings, and in the case of disputes, at the discretion of the Bank.

24.2 The Bank has the right to destroy any document or record relating to the Customer, an Account or any of the Services after microfilming or scanning it. The Bank also has the right to destroy any microfilmed or scanned document or record after such period of time as the Bank considers appropriate.

## 25. DOCUMENT MANAGEMENT

25.1 The Customer acknowledges that the Bank is not obliged to provide copies of any cheques, cashier's orders, bank drafts, receipts, confirmations, advices, vouchers, documents, recordings or other items (collectively, "Documents") relating to any type of Account:

a) after the Bank has completed the relevant transaction;
b) after the Document has been archived electronically or microfilmed by the Bank (i.e. scanned or digital image forms); and
c) after the Account has been closed by the Customer or by the Bank

25.2 The Customer agrees that the Bank shall not be liable for any loss suffered by the Customer due to the unavailability of the Documents which have been dealt with by the Bank according to the Bank's Document retention policy.26. "KNOW YOUR CUSTOMER"

Without prejudice to any other provisions under these Terms and Conditions, the Customer acknowledges that the Bank is required to carry out due diligence to identify and to find out the background of the Customer and update and maintain records of the Customer from time to time. The Customer agrees to sign such declarations, do such acts and/or provide such documents or records requested by the Bank for the aforesaid purposes within the required time period, and that not doing so may result in the Bank suspending, closing or limiting the usage of the Account or Services, including, but not limited to, disallowing any transactions or Instructions. If the Account is to be closed, the Bank reserves the right to exercise any of the rights as stipulated in these Terms and Conditions.

## 27. FOREIGN CURRENCY TRANSACTIONS

27.1 Subject to Applicable Laws and Regulations, if the conversion of one currency into another currency is required or appropriate for any transaction, that conversion will take effect at the Bank's prevailing exchange rate at the time of conversion or such other rate (if any) as agreed between the Bank and the Customer. Any exchange rate provided by the Bank at any other time may differ from the rate at which the Bank effects the conversion and is for reference only.

27.2 Before carrying out a currency conversion transaction, the Bank may require the Customer to provide information or documentation to prove that such transaction is in compliance with all Applicable Laws and Regulations, including those issued by any regulatory authority / Authority, governmental agency (including Tax Authority), clearing or settlement bank, exchange or industry or self-regulatory body from time to time. The Bank has the right to refuse to carry out a currency conversion transaction if the Bank is not satisfied with the information or documentation provided by the Customer for such purpose.

## 28. CUSTOMER DATA/INFORMATION

**Collection, Use, Disclosure etc. of Customer Data/Information**

28.1 The Customer acknowledges, consents and irrevocably agrees that the Bank may at its discretion collect, use, store, process, disclose, transfer and share Customer Information [and that of Connected Persons] both inside and outside Bangladesh for (amongst others) the following purposes and any other purposes

related to or incidental to the below purposes (collectively the "Purposes"):

(i) considering applications, Instructions or other requests related to Accounts and Services;
(ii) processing, reviewing, approving, managing, administering or effecting or providing Accounts, Services or any transaction that the Customer requests or authorizes;
(iii) meeting Compliance Obligations;
(iv) conducting Financial Crime Risk Management Activity;
(v) collecting any amounts due from the Customer and from those providing guarantee or security for the Customer's obligations;
(vi) conducting credit checks and obtaining or providing credit references;
(vii) exercising, enforcing or defending the Bank's rights or rights of any member of the HSBC Group;
(viii) meeting the Bank's operational requirements or that of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit, inspection and administrative, oversight, management and governance purposes);
(ix) creating and maintaining the Bank's credit and risk related models;
(x) ensuring the Customer's ongoing credit worthiness and of those providing guarantee or security for the Customer's obligations;
(xi) marketing, designing, improving or promoting Accounts or Services or related products and facilities to the Customer (and to Connected Persons to the extent permissible by applicable laws) and conducting market research and analysis;
(xii) determining the amount of indebtedness owed to or by the Customer and by those providing a guarantee or security for the Customer's obligations;
(xiii) transfer, assignment or sub-contracting the provision of any part of the Services provided to the Customer and receipt of any services by the Bank in relation to its operations or any activities referred herein, from its vendors, contractors/service providers.
(xiv) complying with any obligations, requirements or arrangements that the Bank or any of the Bank's branches or any member of the HSBC Group is required or expected to comply with, according to:
(a) any laws, judicial orders or judgments, regulations or Compliance Obligations;
(b) any codes, procedures, directives or guidelines given or issued by any government, regulatory authority or law enforcement agency;
(c) regulatory reporting, including on suspicious transactions of activities;
(d) any present or future contractual or other commitment or obligation with any government or regulatory authority with jurisdiction over all or any part of the HSBC Group; or
(e) any agreement or treaty between government or regulatory authorities;
(xv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programs for compliance with sanctions or prevention or detection of Financial Crime;
(xvi) meeting any obligations, orders, demand or request from any Authority;
(xvii) enabling the Bank's actual or proposed assignee, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
(xviii) maintaining the Bank or HSBC Group's overall relationship with the Customer; and
(xix) any purposes relating to or incidental to any of the above.

28.2 The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose Customer Information [and that of Connected Persons] to all such persons as the Bank may consider necessary (wherever located, including outside Bangladesh) including:

(i) any member of the HSBC Group;
(ii) any sub-contractors, agents, service providers, platform / system providers or operators, storage or cloud service providers or associates of the Bank or HSBC Group (including their employees, representatives, agents, contractors, professional advisors, directors and officers);
(iii) any government or regulatory authorities, law enforcement agencies, courts or judicial bodies in response to their requests, demands or requirements;
(iv) Persons acting on Customer's behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, payment cards/solutions providers and intermediaries, upstream withholding agents, swap or trade repositories, transactions systems and platforms providers/operators, debt collection agencies, stock exchanges, companies in which Customer has an interest in securities (where such securities are held by the Bank for the Customer);
(v) third party reward, loyalty, co-branding and privileges program providers, co-branding partners of HSBC Bangladesh or any member of the HSBC Group;
(vi) any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
(vii) other banks and financial institutions, credit reference agencies or credit bureaus;
(viii) in connection with any HSBC or HSBC Group business transfer, disposal, merger or acquisition;
(ix) any persons under a duty of confidentiality to HSBC Bangladesh or a member of the HSBC Group which have undertaken to keep such data confidential.

28.3 Without limitation or prejudice to the generality of the foregoing, the Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the Services provided to the Customer to any third party and/or to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Customer agrees and understands that such transfer/sub-contracting shall entail sharing any Customer Information as deemed appropriate or required by the Bank for the said purposes;

28.4 The Bank may make such enquires from time to time, in addition to those as may be required by laws or regulations applicable to the Bank, the Customer, the Account or the Service, as the Bank may consider appropriate in connection with the Customer and Account with the Bank. The Customer agrees to provide the Bank with all such information, particulars and documents as the Bank may require from time to time to satisfy itself in connection with the Customer's status, background and dealings with the Bank. The Customer warrants that all particulars, information and documents which the Customer has given or may give to the Bank from time to time shall be accurate, complete, correct and true and that the Customer will notify the Bank of any changes thereto from time to time forthwith and in writing.

28.5 Customer information, records and data may be requested or obtained by the Bank or on the Bank's behalf or that of the HSBC Group, and may be collected or obtained from the Customer directly, from a person acting on the Customer's behalf, from other sources (including, amongst others, from publicly available information), and it may be generated, aggregated, linked or combined with other information available to the Bank or any member of the HSBC Group.

28.6 The Customer provides/confers to the Bank explicit, clear and unequivocal consent and lawful authority to exercise the rights, discretion and authority to collect, use, store, process, disclose, transfer, exchange and share Customer Information in accordance with the above terms and conditions.Customers' Responsibilities Customers shall be responsible for keeping information, documents, records and data pertaining to its Accounts, Services, transactions etc. secured and must not give their chequebooks, PIN/Password, banking security device, account statement etc. to unauthorized persons and keep them secured at all times.

28.7 The Customer acknowledges that the Bank is required to carry out due diligence to identify and ascertain the background of its Customer and keep up to date records pertaining to the Customer. The Customer agrees to sign such declarations, do such acts and/ or provide such information, data, records and documents requested by the Bank for this purpose within the stipulated time period.

28.8 The Customer agrees to inform the Bank promptly and, in any event, (unless otherwise specified by the Bank) within 30 (thirty) days in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a member of the HSBC Group. However, if the requested documents/information are not provided within the stipulated timeframe, the bank may need to

impose inhibition/restrictions in customers' accounts (as applicable) in accordance with Section 9 of these Terms and Conditions.

28.9 Holder of non-resident Accounts should advise the Bank immediately upon return to Bangladesh if they intend to take permanent residence in Bangladesh.

28.10 The Customer acknowledges and agrees that it will take such steps (including ensuring necessary consent/lawful authority) as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Customer Information in the manner described in these Account Rules. The Customer agrees to inform the Bank promptly in writing if the Customer is not able or has failed to comply with the obligations set out in these Terms and Conditions in any respect and shall indemnify and hold harmless the Bank for any claims, losses, expenses or damages incurred by the Bank as a result of the Customer's failure to comply with the aforesaid obligation. Where the Customer provides the Bank with any personal data/identification data or confidential information of another person (e.g., family member, nominees, Connected Persons etc.), the Customer shall be solely responsible for ensuring that the said person/entity has given the Customer their consent for sharing their information with the Bank and use by the Bank of the information in the manner stipulated herein.

28.11 In order to comply with any request for information ("Tax Information Request") made by any tax/revenue authority in accordance with any local or foreign laws, legislations or regulations and/or to satisfy the Bank's Tax Reporting and Accounting Obligations, the Customer agrees that the Bank may collect, store, use, process, disclose and report to any such tax/revenue authority any Personal Tax Information, Financial Information or additional information that the Bank holds or that the Customer provides to the Bank. Where the Bank issues a written request (the "Request"), the Customer agrees to provide the Bank with any Personal Tax Information, Financial Information or additional information that is specified in the Request (individually or collectively, the "Required Information").

28.12 If the Customer fails to provide the Bank with any of the Required Information or to take such other action as is specified by the Bank in the Request within the time period specified in the Request, the Bank shall be entitled to reach whatever conclusions the Bank considers to be appropriate as to the status of the Account including that the Account falls within the terms of the Tax Information Request or is otherwise reportable to the concerned tax/revenue authority and the Bank shall be entitled to comply with its Tax Reporting and Accounting Obligations accordingly, irrespective of the actual status of the Account.

28.13 Without prejudice to any other terms and conditions contained herein or limitation to any other rights of the Bank, the Bank may do any of the following in the event of the failure by the Customer to provide any information, records, data or documents as requested by the Bank:

(i) refuse to provide new Services to the relevant Customer;

(ii) refuse to continue to provide all or part of the Services to the relevant Customer;

(iii) refuse to process or comply with any request/instructions for transactions;

(iv) terminate its relationship with the relevant Customer;

(v) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; or

(vi) block, suspend, transfer or close the relevant Customer's Accounts where permitted under local laws.

## 29. LAWS AND REGULATIONS APPLICABLE TO HSBC GROUP

29.1 The Customer acknowledges that the holding of Accounts and use of Services provided by the Bank are subject to the laws of Bangladesh and other relevant jurisdictions, and to the supervisory authority of Bangladesh Bank and other applicable regulatory authorities in Bangladesh and other relevant jurisdictions.

29.2 The Customer acknowledges that the Bank, as a member of the HSBC Group is required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to Sanctions. The Bank may take, and may instruct (or be instructed by) any other member elated 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.

29.3 The actions referred under the provisions above may include, amongst others: (i) The interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; (ii) Making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

29.4 Neither the Bank nor any member of the HSBC Group will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit, data or interest) or damage suffered by any party arising out of the HSBC Group processing any such payment messages or other information or communications as referred above, or performing any of its duties or other obligations in connection with any Accounts or the provision of any Services to the Customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. 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. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

## 30. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

30.1 The Bank, and members of the HSBC Group, are required, 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"). Such action may include, but is not limited to: (i) screening, intercepting and investigating any Instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf (ii) investigating the source of or intended recipient of funds (iii) combining/aggregating Customer Information with other rinformation in the possession of the HSBC Group, and/or making further enquiries as to the status of a person or entity, whether they are subject to a Sanction regime, or confirming the Customer's identity and status.

30.2 Exceptionally, the Bank's Financial Crime Risk Management Activity may lead to the Bank delaying, blocking or refusing the making or clearing of any payment, the processing of the Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any other member of HSBC Group shall be liable to the Customer or any third party in respect of any loss (however it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

30.3 All laws relating to Financial Crime, which includes but not limited to, Money Laundering Prevention Act 2012, the Anti-Terrorism Act, 2009, and Penal Code, 1860, as amended from time to time, or any other rules for combatting Financial Crime as issued thereunder or by Bangladesh Bank from time to time will be complied with by HSBC to tackle any Financial Crime.

## 31. TAX COMPLIANCE

31.1 The Customer acknowledges that the Customer is solely responsible for understanding and complying with its tax obligations (including tax payments or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of Accounts or Services provided by the Bank or members of the HSBC Group. Each Connected Person acting in its capacity as a Connected Person (and not in its

the aforesaid personal capacity) makes the same acknowledgement in its own regard.

31.2 Certain countries may have tax legislation with extra-territorial effect regardless of the Customer or Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice and the Customer is responsible for seeking independent legal and tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of Account(s) and Services provided by the Bank or members of the HSBC Group.

31.3 The Bank shall and the Customer authorizes the Bank to deduct at source, any applicable tax or withholding tax in relation to interests or any other payments to the Customer.

## 32. TAX INDEMNITY AND GROSS-UP

32.1 All payments or amounts payable to the Bank or receivable by the Bank in connection with the Services or in respect of an Account (including fees, costs, charges, interest and expenses) are exclusive of value added, sales, use, goods and services, business, stamp or any similar taxes or duties that may be applicable. All payments or amounts payable to the Bank or receivable by the Bank will be clear and free of any deduction or withholding or payment for or on account of tax or a similar duty / charge for any present or future taxes or charges. If a deduction or withholding or payment for or on account of tax or a similar duty / charge is required by Applicable Laws and Regulations, the Customer must increase the payment to the Bank or pay the Bank an additional amount to ensure receipt by the Bank of the f u l l amount which the Bank would have received had no deduction or withholding or payment for or on account of tax or a similar duty / charge been required. The Customer will upon the Bank's request, deliver promptly evidence satisfactory to the Bank that the Customer has complied with applicable deduction or withholding or payment obligations. The Customer holds the Bank harmless and agrees to fully indemnify the Bank on demand for all consequences of any failure to comply with such obligations including any claim which may be made against the Bank by any Authorities.

32.2 The Customer shall indemnify the Bank against, and pay to the Bank an amount equal to, any loss, liability or cost which the Bank determines will be or has been (directly or indirectly) suffered for or on account of tax in connection with the Services or in respect of an Account, together with any interest, penalty, cost or expense incurred in connection therewith.

32.3 Without limiting or reducing any of the Bank's rights in law, the Bank is entitled without prior notice to the Customer to debit any amount payable by the Customer to the Bank under Clauses 32.1 or 32.2 from any account irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant account.

## 33. CUSTOMER'S SECURITY OBLIGATIONS

33.1 The Customer agrees and acknowledges that: (i) it is the Customer's sole responsibility to keep his/her personal data confidential and to dispose of unwanted documents securely; (ii) It is the Customer's responsibility to keep all cards, PINs, passwords, cheque books and any other means of obtaining access to Accounts secure and under personal control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer and (iii) the Customer must take all necessary precautionary measures and exercise diligence to prevent security breaches.

33.2 All transactions carried out using any card, PIN or password shall be deemed as transactions duly carried out by the Customer and/or authorized by the Customer if the Card and the corresponding PIN or password was used and the security of the Bank's fund transfer system was fully functional on that day.

## 34. SANCTIONS

34.1 The Customer represents and confirms that neither (i) the Customer, (ii) entities owned by the Customer or where Customer has shareholding in or acts as a director, is an ndividual or entity ("Person") that is, or is owned or controlled by Persons that are: (a) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities (collectively, "Sanctions"); or (b) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including the Crimea region, Cuba, Iran, North Korea and Syria.

34.2 The Customer agrees that the Customer will not, directly or indirectly, use the funds in any Account, use any Services or any financing provided by the Bank, or lend, contribute or otherwise make available such funds to any entity referred above, joint venture partner or other Person: (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or (ii) in any other manner that would result in a violation of Sanctions by any Person.

34.3 Without prejudice to any other rights of the Bank under these Terms and Conditions, the Bank also reserves the following rights and shall not be held liable for losses, costs or damages the Customer may incur as a result of the exercise of these rights:

(a) Blocking, rejecting or otherwise declining any transaction for compliance with applicable Sanctions laws or regulations, HSBC's Sanctions policies or transactions which fall outside of HSBC's risk appetite.

(b) Reporting breaches (including for attempts by Customer to evade Sanctions laws) of Sanctions laws to the relevant regulatory authority.

## 35. MISCELLANEOUS GENERAL PROVISIONS

**Collection and Recovery of Debts**

35.1 The Bank has the right to employ any person to assist the Bank in collecting and recovering any outstanding or overdue amount owing by the Customer to the Bank. Such person may be a collection agent or another service provider appointed by the Bank.

**Amendments**

35.2 The Bank reserves the right to amend, modify or supplement the Terms and Conditions contained herein and any other specific terms and conditions pertaining to Accounts and Services, which shall be published / made available at the Bank's public website or such other manner as the Bank deems appropriate. The Customer is responsible for staying up-to-date on the latest Terms and Conditions by referring to the public website of the Bank.

**Authorized Persons**

35.3 Any Person authorised by the Customer to use or administer an Account or Service on behalf of the Customer is authorised by the Customer to accept the terms and conditions relating to that Account or Service. The Customer agrees to be bound by such terms and conditions.

**Assignment**

35.4 The Bank may at any time assign or transfer any or all of its rights or obligations to any person without the Customer's agreement.

35.5 The Customer is not allowed to assign or transfer any of its rights or obligations to any person, except with the Bank's prior written agreement. Additional Terms and Conditions Governing Accounts and Services

35.6 In addition to the Terms and Conditions contained herein, other specific terms and conditions may apply to different types of Accounts or Services. Unless otherwise explicitly stated under such prescribed specific terms, the Term and Conditions prescribed under herein, as amended, supplemented or modified from time to time shall prevail.

35.7 Any consents, authorizations, HSBC requested waivers and permissions that already exist from the Customer in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by Applicable Laws and Regulations.

**Judicial and Regulatory Orders**

35.8 If an attachment, freezing, injunction, suspension, debit, payment or any other order, direction or judgment from the courts or (as the case may be) from any relevant government, regulatory or revenue authority, or investigation or law enforcement agencies, is issued upon the Bank in relation to the Customer, Connected Persons, the Customer's Accounts or provision of Services, the Bank shall be required to comply with such order, direction or judgment, as applicable, and shall not be liable to the Customer for any resulting loss, cost or damages in relation thereto. The Customer shall extend all necessary co-operation and assistance to the Bank, reasonably required or

requested by the Bank for the purposes of the Bank's compliance with such orders, directions or judgments.

**Force Majeure**

35.9 The Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms and Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, pandemics, epidemics, government action, strikes, lock-outs or other industrial action or trade disputes. Any delay or failure of this kind will not be deemed to be a breach of these Terms and Conditions and the time for performance of the affected bligation will be extended by a period which is reasonable in the circumstances.

**Partial Invalidity**

35.10 If any provision in these Terms and Conditions is declared or adjudged to be illegal, invalid or unenforceable under any law, such illegality, invalidity or unenforceability will not affect any of the other provisions in these Conditions, which will remain in full force, validity and effect.

**Waivers and Remedies**

35.11 No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to the Bank herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

**Websites and Social Media**

35.12 Websites and pages/social media pages maintained or operated by the Bank and all contents and information therein are primarily intended for those who access it from within Bangladesh. HSBC does not guarantee that the website and pages/social media pages or the information or contents thereon complies with the laws or regulations of any other country, or is otherwise appropriate for use in other places. The information provided on the websites or pages are not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to laws or regulations of the concerned jurisdiction. The contents in the website/pages should not be considered as communicating any invitation or inducement to engage in banking or investment activity and / or doesnot constitute any offer to buy or sell any securities or other instruments outside Bangladesh.

35.13 The Customer shall ensure that he / she is familiar with any security and privacy notices and terms and policies contained in the websites and pages and by accessing or using the websites and pages, the Customer acknowledges and agrees to be bound by and comply with the same. The Customer is solely responsible for use or access of the website and pages by any person using the Customer's computer or devices and the Customer is responsible for ensuring that any such person complies with these Terms and Conditions.

**Survival Upon Termination**

35.14 The Terms and Conditions, which are intended to or can reasonably be interpreted as intending to survive termination or expiry, shall continue to apply and remain in effect notwithstanding their termination or expiry, as the case maybe

**Governing law and Version**

35.15 These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh and the Customer submits irrevocably to the non-exclusive jurisdiction of the courts of Bangladesh. Nothing in this Clause shall limit the Bank's right to bring or commence any proceedings against the Customer in any other court of competent jurisdiction.

35.16 In case of any contradiction between the Terms and Conditions in English and Bengali version, the version in English shall prevail.

## APPENDIX I:

## HSBC CARDS TERMS & CONDITIONS

The terms and conditions contained in this Appendix I stipulates the respective rights and obligations of the Customer and HSBC Bangladesh, and offers guidance on the proper and safe use of Cards by the Customer and related Electronic Banking Services. The terms and conditions contained herein apply to all Card accounts and Services availed by the Customer.

The terms and conditions stipulated in this Appendix I shall be read in conjunction with the Personal Account Terms and Conditions and to the extent applicable, in conjunction with specific terms applicable in relation to Electronic Banking Services. Capitalized terms contained herein but not specifically defined shall have the meaning prescribed under the Personal Account Terms and Conditions. The rules of interpretation stipulated under Clause 2.1 of the Personal Account Terms and Conditions shall apply to the terms under Appendix I.1.

### The Card/Use of the Card

1.1 The Card and PIN are issued to the Customer entirely at the Customer's risk and responsibility, and the Bank shall bear no liability whatsoever for any loss/damage arising from the issue / provision to the Customer of the Card or PIB service and/or respective PIN or password however caused.

1.2 Upon the Bank's acceptance and approval of Customer's application for a Card and pursuant to Customer request, the Bank may send the Card by ordinary post at the Customer's correspondence address available with the Bank at the sole risk of the Customer, and once posted, the Bank shall not be liable for the loss or damage to the Card in transition, whether or not the Customer receives actual delivery or not.

1.3 For the purposes of carrying out transactions using the Cards, the Customer will initially be assigned a computer-generated PIN and the Customer will be required to change the computer-generated PIN on first use of the card at an HSBC Bangladesh ATM.

1.4 By activating and/or using the Card, the Customer shall be deemed to have read, understood and accepted the terms and conditions and will be bound by them. The Card is not transferable and is issued solely for Customer's use.

1.5 The Customer shall use the Card and the PIN only for effecting, processing or conducting Card Transactions permitted by the Bank during the validity period printed on the Card.

1.6 The Card shall remain the property of the Bank at all times. The Bank may replace or renew the Card on such terms as deemed appropriate by the Bank. The Customer shall not transfer or otherwise part with the control, custody or possession of the Card. At the request of the Bank, which may be made at any time, the Customer must immediately return the Card to the Bank (cut cross-wise in half for security purposes).

1.7 When the Card issued in the name of the Customer is used to effect, process or conduct any Card Transaction, it is, or shall be deemed to be, used with the Customer's authority and knowledge whether or not the Customer has actually authorized and/or have knowledge of the use of the Card and the Bank shall debit against Customer Account any such amount transacted or processed through the use of the Card.

1.8 The Customer shall bear any loss or damage incurred or suffered arising from or in connection with the use of the Card.

1.9 The Bank may send transaction alert for each Card Transaction effected, processed or conducted using the Card by short message service, to the Customer's mobile number as per the records of the Bank or any other manner as deemed appropriate by the Bank from time to time and shall be deemed to be sent on the date of transmission, notwithstanding the fact that the same may not be actually received by the Customer. The Bank shall not be liable in any way whatsoever to the Customer or any other party for any loss or damage in the event that such transaction alert is received, intercepted or retrieved by a third party.

1.10 The Bank shall be entitled to, at its sole discretion and at any time and without notice and without giving any reason and without liability towards the Cardholder, withdraw and/or restrict the Cardholder's right to use, and/or otherwise refuse to authorize, any Card Transaction whether local or foreign), irrespective of the method / medium of the transaction including, without limitation, online portals, physical point of sales, ATMs etc.). The Bank reserves the right not to allow international transactions or outward remittance from Bangladesh, up to the full limit assigned as per annual travel quota entitlement and/or any other limits or quotas imposed under any applicable exchange control regulations, so that the limits are not exceeded in the event of exchange rate fluctuations and/or any unauthorized transactions.

## 2. Visa payWaveTM Facility

2.1 Cards incorporating the Visa payWave feature shall be referred to as "Visa Contactless-Enabled Cards".

2.2 The Visa Contactless-Enabled Card may be used to carry out transactions for the purchase of goods and/or services at all Visa point-of-sale terminals and at such other readers or systems as the Bank may from time to time approve and facilitate.

2.3 The Customer may also use the Visa Contactless-Enabled Card to effect Contactless Transactions at Visa payWave Contactless Readers.

2.4 The Customer may use the Visa Contactless-Enabled Card to effect any number of Contactless Transactions so long as the value of each Contactless Transaction does not exceed the Card transaction limits or available account balance. Contactless Transactions need to be authenticated via PIN at the point of transaction.

2.5 Any usage of the Visa Contactless-Enabled Card at any Visa payWave Contactless Reader shall be subject to such additional terms and conditions as the Bank may from time to time stipulate.

## 3. Card Limits and Balances

3.1 The Bank may set and/or revise the Card Limits in relation to the Card from time to time without prior notice to the Customer.

3.2 Whenever the Bank is informed (whether by the Merchant or any other person) that any Card Transaction or any other transaction is proposed to be effected or completed with the Card, the Bank may hold or set aside out of the available credit balances or available credit on the Account an amount estimated by the Bank or the Merchant or that other person to be the amount for which that Card Transaction is likely to be effected or completed.

3.3 The amount set aside with respect to any proposed Card Transaction:

(i) may be set aside for as long as the Bank may determine to be appropriate in the circumstances;

(ii) may be released at any time as determined by the Bank or after the Bank has debited the Account in respect of the Card Transaction;

(iii) may not be the exact amount for which that Card Transaction is effected and finally debited to the Account; and

(iv) shall not restrict or limit the Bank's right to debit the Account with the amount of that Card Transaction regardless whether the amount is the same as the amount that had been set aside or put on hold.

3.4 The Customer may effect a Card Transaction only if there are sufficient funds in the Account to cover such transaction and the limits prescribed for the type of transaction are not exceeded. However, the Bank may, at its discretion and without giving prior notice:

(i) approve, authorize or allow any Card Transaction to be effected during any period even though there are insufficient funds or credit in the Customer Account and the Customer shall repay on demand any resulting overdraft on the Account, together with interest, commission and other charges; and

(ii) refuse to approve, authorize and/or permit to be effected any one or more Card Transactions even though the applicable limits have not been exceeded.

3.5 The Bank's determination in respect of whether the Card Limit has been exceeded shall be conclusive and binding on the Customer.

## 4. Joint Account

4.1 For Cards issued in relation to joint Accounts, the Bank may issue the Card to anyone who is authorized to operate the Account alone.

4.2 The Bank may debit or put a hold on the Account even if the joint Account instructions are varied or terminated, or until all Cards issued by the Bank under these terms and conditions have been validly terminated in accordance with terms herein below.

4.3 All transactions made with the Card shall be binding on the Joint Accountholders jointly and severally. The Bank shall be entitled to act or rely on any communication, request or Instruction given or purported to be given by any Joint Accountholder (whether with or without the knowledge or authority of a Joint Accountholder) and the Joint Accountholders shall be bound by such communication, request or instruction.

## 5. Loss or Theft of Card / Disclosure of PIN

5.1 The Customer must inform the Bank immediately if any Card is lost or stolen or the Customer suspects that a PIN is known to someone else or in the event of any suspected unauthorized use of the Card.

5.2 If a Card which has been reported lost or stolen is subsequently recovered, the Customer must immediately return the Card to the Bank (cut cross-wise in half for security purposes) without further using the Card or carrying out further transactions. Further, the Customer must not use a PIN after reporting to the Bank that the PIN is known/disclosed to someone else.

5.3 The Bank may issue a replacement card and/or require the Customer to set up a new PIN upon such terms and conditions and imposing applicable fees and charges, as the Bank may deem fit.

## 6. Use of Card outside Bangladesh Where Account is a non-BDT Account

6.1 The issuance and usage of international Cards or Cards which may be used to make payments outside Bangladesh will be subject to prevailing local laws and regulations.

6.2 When the Customer uses the Card outside Bangladesh or to make payments outside Bangladesh, the Card Transaction shall be charged in the official currency of the country where the Card is used or payment is made and converted into BDT at such exchange rate at such times as the Bank may determine at its discretion, and the Bank shall be entitled to debit the Account with the amount of the Card Transaction. The Customer's right to effect any Card Transaction is subject to any exchange controls, regulations, quotas or limitations prevailing in such country and the Customer shall be solely responsible for ensuring all transactions made are compliant with any applicable transaction limits, restrictions or quotas stipulated by any exchange control regulations.

6.3 The Bank may charge and debit, as may be appropriate, all sums payable to the Bank under these terms and conditions to/from the Customer Account and for this purpose, convert credits and charges incurred into the currency of the Account at such rate or rates of exchange as the Bank may determine. The Customer shall bear all exchange risks, losses, commission, fees and charges that may arise in connection with any transaction and use of the Card.

6.4 Where a Card Transaction relates to a non-BDT Account, the Bank has the right to apply its prevailing foreign exchange rates in accordance with the applicable terms and policies of the Bank.

6.5 All transactions effected in a currency other than Taka will be converted from the transaction currency into Taka at a rate selected by VISA International (or the concerned card network provider / operator, as the case maybe) from within a range of wholesale market rates or the government-mandated rate in effect on the conversion day. All overseas Card Transactions will be subject to a reimbursement charge, representing the charge imposed by VISA International (or the concerned card network provider / operator, as the case maybe) on the Bank, in addition to the charges and fees prescribed by the Bank in its sole discretion from time to time. The exchange rate may differ from the rate on the transaction date due to market fluctuation.

## 7. Charges and Fees Payable

7.1 The Bank shall charge and debit to Customer Account an annual fee and/or joining fee for the issue and renewal of the Card. The applicable fees and charges as amended from time to time shall be made available in public website of the Bank.

7.2 In addition to the above, the Customer agrees to pay to the Bank and authorizes the Bank to debit Customer Account with respect to the following:

(i) a fee of such amount(s) as the Bank may prescribe which shall not be refundable in any event, for each Card Transaction;

(ii) an administrative fee of such amount(s) as the Bank may prescribe for any records, statements, sales draft, credit vouchers or other documents relating to the use of the Card and copies thereof which are made available at the request of the Customer;

(iii) whereby under any arrangement between the Customer and any financial institution, any payment is to be made to the Bank for credit to the Account, whether at regular intervals or otherwise, a fee of such amount(s) as the Bank may prescribe from time to time for each occasion when any payment to the Bank is not effected at the time when such payment should have been effected in accordance with such arrangement;

(iv) fees for issuance of any replacement Card; and

(v) any fees and charges not specified above which the Bank might impose at its discretion upon issuing prior written notice.

7.3 All goods and services tax imposed on or payable in respect of any payment debited to the Account shall be borne by the Customer. The Bank shall be entitled to debit the Customer Account at any time without notice in respect of any sum howsoever due or owed by the Customer to the Bank (whether in respect of Card Transactions, or as fees or charges or otherwise) and notwithstanding that an overdrawn balance would result.

7.4 The Customer shall be liable for, and shall pay to the Bank, on demand, the balance due to the Bank on the Account, including all charges effected or debited to the Account in accordance with these Terms and Conditions or any other agreement between the Customer (whether alone or jointly with any other person or persons) and the Bank.

7.5 The Bank may at any time and without prior notice or demand combine or consolidate the outstanding balance on the Account with any one or all Accounts of the Customer maintained with theBank in Bangladesh or elsewhere and/or set off or apply any money standing to the credit of any one or all of such accounts in or towards the satisfaction of any or all sums payable by the Customer to the Bank on any Account, including the outstanding balance on the Account or under these terms and conditions.

7.6 The rights conferred upon the Bank under the above provisions, shall be exercisable regardless of whether:

(i) the use of the Card or the Account has been terminated; and/or

(ii) the balance in the Bank's favor or owed to the Bank has become due or payable.

## 8. Cancellation and Return of Card

8.1 The Customer may cancel the Card by giving notice in writing to the Bank. Such cancellation shall only be effective on receipt by the Bank of the Card (cut in half cross-wise for security purposes) and the payment of all sums, fees and charges due in accordance these terms and conditions.

8.2 The Bank may at any time without prior notice or reason suspend or cancel any Card or refuse to reissue, renew or replace any Card or introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the Card and/or the use of the Card. The Customer shall immediately on the Bank' request, return the Card (cut in half cross-wise for security purposes) to the Bank. Upon cancellation, all sums due in respect of Card Transactions effected shall become immediately due and payable to the Bank.

8.3 In the event that a Card is cancelled (either by the Customer or the Bank), the Bank shall not be liable to refund any fee or any part thereof. The Customer shall continue to be liable for all Card Transactions carried out but not reflected in any statement of account issued as at the date of the cancellation.

## 9. Exclusions and Exceptions

9.1 Without restriction or limitation to the generality of any of the provisions under the Personal Account Terms and Conditions, the Bank shall not be responsible or liable for any inconvenience, loss or damage or embarrassment incurred or suffered by the Customer in any of the following events:

(i) The Bank, a Merchant, or other bank or financial institution or any other party refuses to accept the Card or to accept any Card Transaction for any reason whatsoever;

(ii) The Bank, its employees, agents or contractors are unable to perform any of the Bank's obligations under these terms and conditions, directly or indirectly due to the failure of any machine, payment settlement and transfer systems, data processing system or transmission link or industrial or other dispute, force majeure as referred under Clause 35.9 or anything beyond the control of the Bank, its employees, agents or contractors or as a consequence of any fraud or forgery;

(iii) any malfunction, defect or error in any ATM or other machines or systems whether belonging to or operated by the Bank or otherwise, howsoever caused;(iv) any rejection of the Customer's Card or the PIN by any ATM or other machines or any failure to effect or complete any Card Transaction howsoever caused;

(v) refusal or inability on the Bank's part to authorize or approve any Card or to honor or effect any other transaction on the Account for any reason whatsoever; or

(vi) any damages to or loss of or inability to retrieve any data or information that may be stored in the Card or any microchip or circuit or device in the Card howsoever caused.

9.2. The Bank shall not be liable in any way for the goods purchased or services received and paid for by the use of the Card or the delivery, quality or performance of such goods or services. The Bank shall not be responsible for any benefits, discounts or programs of/with any Merchant (or other person), that the Bank may make available or introduce to the Customer (including discounts/campaigns that can only be availed by use of HSBC Cards). No promotional offers or campaigns with respect to any Merchant product or services or otherwise made available in conjunction with any Merchant shall be interpreted or construed to create an association, partnership or joint venture with the said Merchant or create any liability or obligation upon the bank in relation to Merchant's product and services. Further, the aforesaid benefits, discounts or programs shall not be deemed as solicitation or endorsement by the Bank on the quality or suitability of any product or service and the bank neither makes any representation (or warranty) with respect to such products/services nor provides any assurance with respect to availability of the same.

i. The Bank shall be entitled to charge and debit the Account in respect of all Card Transactions effected by use of the Card or the PIN of the Card by the Customer, notwithstanding the non-delivery or non-performance of or any defect in those goods or services or the failure of any person to provide or make available to the Customer any of those benefits, privileges, discounts or programs.

ii. In the event of any dispute between the Customer and any Merchant, bank, financial institution or any other person, the Customer's liability towards the Bank shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which he/she may have against such Merchant, bank, financial institution or person, as the case may be.

iii. The Customer hereby acknowledges that any Merchant may at any time and from time to time without prior notice restrict, exclude, modify or suspend the benefits and/or privileges accorded to the Customer under any privilege schemes at that participating Merchant.

## 10. Supplementary Cards

The Bank may, upon application by the Customer (in a form and manner stipulated by the Bank), issue supplementary cards ("Supplementary Card") against the Account of the Customer in the name of individuals designated by the Customer. The said Supplementary Card may be issued in the name of such category of persons as permitted by the Bank from time to time and subject to such terms and conditions as stipulated by the Bank. The Customer shall at all times remain liable and responsible for any and all actions of the user of the Supplementary Card, including in relation to the use of the Supplementary Card and all transactions undertakes by using the Card and shall indemnify and hold harmless the Bank from any claims and consequences.

## 11. Bank's Discretion

Without prejudice to any other provision contained in these terms and conditions, the Bank is entitled at any time at its discretion without assigning any reason to:

(i) suspend Customer's right to use the Card entirely or in respect of the Card Transactions; and/or

(ii) introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the Card and/or the use of the Card.

## 12. Personal Account Terms and Conditions: Customer's Acceptance

This section shall be separated from the Personal Account Terms and Conditions and retained by the Bank for the Bank's records.

I/we confirm that I/we have read and understood all the terms and conditions mentioned in the Personal Account Terms and Conditions and hereby agree to be bound by such terms and conditions and any changes that may occur from time to time. I confirm that I/we am/are aware that copies of the terms and conditions are available on HSBC Bangladesh website: www.hsbc.com.bd. If more than one person signs or agrees to be bound by these Terms and Conditions, the obligation of such persons hereunder will be joint and several and, as the context may require words herein denoting the singular only, will be deemed to include the plural. For further information, please contact any HSBC Branch in Bangladesh or call HSBC Call Centre at 16240 (accessible from within Bangladesh); +88 096667 16240 (accessible from overseas) or e-mail at: contact@hsbc.com.bd.

## Personal Account Terms and Conditions: Customer's Acceptance

This section shall be separated from the Personal Account Terms and Conditions and retained by the Bank for the Bank's records. I/we confirm that I/we have read and understood all the Terms and Conditions mentioned in the Personal Account Terms and Conditions and hereby agree to be bound by suc h Terms and Conditions and any changes that may occur from time to time. I confirm that I/we am/are aware that copies of the Terms and Conditions a re available on HSBC Bangladesh website: www.hsbc.com.bd

| | | |
|---|---|---|
| Signature of 1st Applicant<br>Name and Date | Signature of 2nd Applicant<br>Name and Date | Signature of 3rd Applicant<br>Name and Date |

## For Bank's Use

**Signature Verified by Banking Official**
**Name with Seal and Date**

**Signature of Approval Official (BAMLCO/Delegate)**
**Name with Seal and Date**