

Terms and Conditions

Global Transfers

Global Transfers terms and conditions (the Terms)

You must read these Terms for HSBC Global Transfers carefully before using the service. If you reject the Terms you cannot use the Global Transfers functionality.

Introduction

These Terms apply to Global Transfers made via:

- (i) Personal Internet Banking through Global View; and
- (ii) The Mobile Banking App through the Global Transfers feature.

The following expressions shall have the ascribed meanings wherever used in these Terms:

“Account(s)” means HSBC accounts that you have linked in Global View.

“Global Transfers” are international transfers between account(s) you hold with HSBC Group companies that you have linked in Global View.

“Global View” means a service which enables you to link and view on an HSBC internet website, in any one country in the world, your HSBC accounts held and accessible through HSBC Personal Internet Banking in that country with your HSBC accounts held and accessible through HSBC Personal Internet Banking in any other country.

“HSBC Group” means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices.

“Personal Internet Banking” means the HSBC Bank Malta p.l.c. personal internet banking service.

“Mobile Banking App” or “App” means the HSBC Bank Malta p.l.c. Mobile Banking Application which can be downloaded on different mobile devices which run an operating system supported by us.

“we”, “us” and “our” means HSBC Bank Malta p.l.c.;

These Terms apply together with:

- the Global View Terms and Conditions;
- the terms and conditions and price list(s) that apply to the account(s) from which you can

make Global Transfers (Product Terms) ;

- our Internet Banking Terms and Conditions (PIB Terms) and Mobile Banking App terms and conditions;
- General Terms and Conditions for Accounts; and
- any other terms and conditions that apply.

In the event of any conflict between these Terms and any of the terms and conditions mentioned above, these Terms will apply.

No one else apart from you, us and, if you have a joint account, any joint account holder, will have any rights under these Terms.

These Terms form a contract between you and us, HSBC Bank Malta p.l.c.

1. You can only make Global Transfers between HSBC Group Accounts that you have linked in Global View. Transfers between same country accounts cannot be completed using Global Transfers. In such cases, you must use the Personal Internet Banking or the Mobile Banking App.
2. You can only use the Mobile Banking App to make Global Transfers from your Accounts held with HSBC Bank Malta p.l.c. You can use Personal Internet Banking to make Global Transfers between any HSBC Group Accounts that you have linked in Global View.
3. To make a Global Transfer using Personal Internet Banking or our Mobile Banking App, you must log in and enter the security information that we ask for and information about the transfer. You will then need to confirm that the information you have entered is correct and this is your agreement for us to make the transfer.
4. You can make Global Transfers between Accounts that are denominated in the same or different currencies.
5. Immediate Global Transfers cannot be reversed or cancelled. In cases where you have made an immediate transfer by mistake you will need to make another immediate transfer the opposite way as we cannot reverse the transaction.

Clauses 6 - 10 below only apply to Global Transfers made from an account you hold with us in Malta. For Global Transfers from other accounts, the terms and conditions you have agreed with

the HSBC Group Company that provides those accounts will apply.

Global Transfers between Accounts in different currencies

6. If the receiving account is denominated in a currency that we can convert your transfer into, we will convert your transfer into that currency before we send it. We can convert into most currencies, including all EEA currencies and US dollars. We may ask other HSBC Group companies to carry out currency conversions on our behalf.
7. The HSBC Global Transfers Exchange Rate will apply to the conversion; this is a variable rate which changes frequently. If you ask us to make an immediate transfer, we will provide you with details of the HSBC Global Transfers Exchange Rate and you will have the opportunity to reject the exchange rate before you confirm that you want us to send your transfer. By pressing the confirm button you are agreeing to accept the exchange rate that we have provided to you. Details of currencies we can convert into can be found at <https://www.hsbc.com.mt/1/2/mt/en/useful-information/foreign-exchange> .
8. If you ask us for a future or recurring transfer we will only provide you with an indicative exchange rate at the time of giving us such instructions. Also, if the receiving account is denominated in a currency that we cannot convert your transfer into, we will provide you with an indicative exchange rate when you ask us to make the transfer. The currency conversion will be carried out by the HSBC Group Company that provides you with the receiving account. It will be done at the time they receive the transfer (or the next time they are open for business) at their exchange rate at that time. Details of currencies that we are unable to convert into can be found at <https://www.hsbc.com.mt/1/2/mt/en/personal/everyday-banking/premium-banking/global-transfers-currencies> . Please note that the actual exchange rate applied by the receiving bank may differ from the indicative rate previously quoted by us.

Transfer times

9. Once you have asked us to make a Global Transfer you are not able to cancel your instruction, unless it is a future transfer in which case

you can cancel it as set out in the following table. Future transfers and recurring transfers cannot be made through the Mobile Banking App.

Questions	Answers
What is the maximum execution time?	Immediate . We will execute the transfer immediately however it may take longer to be received in your account in certain occasions in particular where we are unable to convert your transfer into the currency of the receiving account before we send it as this will be converted by the receiving bank. The transfer may also take longer due to regulatory requirements of the receiving bank located in certain non EEA countries e.g. China. In that case, the transfer may take up to 5 working days.
Can you arrange a global transfer to be sent on a future date?	Yes, through Personal Internet Banking. You can also cancel future dated transfers through the Global Transfers option in Internet Banking or via the Mobile banking App, in the Global transfers menu, View Future Transfers option. Even though you can cancel future dated transfers from Mobile Banking App, you cannot effect Future Transfers from the Mobile Banking app. The mobile app is limited to Immediate transfers.

Transfer limits

10. We have the right to determine and vary from time-to-time the minimum and maximum daily transfer limits for Global Transfers. If we do, we will tell you the applicable limit when you make a transfer. Your consent to making a transfer will also be your agreement to the limit that applies to that transfer.

Amendments

11. We reserve the right to lay down further conditions or to amend these Terms for any reason including security, legal, regulatory or market reasons or changes in internationally accepted banking practice or to take into consideration any increase in costs or decrease in our return or pursuant to the introduction of new products or technology, industry guidance or good banking practice. We will give you at least 60 days written notice of any additions and/or changes to these Terms. Such revised Terms shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.
12. We may also make changes to these Terms at any time if we reasonably believe that the change is to your advantage or the changes are not within the scope of Central Bank of Malta Directive 1 of 2009 (as may be amended from time to time).
13. If you do not agree with any change we may make in this way, you will have the option to terminate the Global Transfer service without charge.
14. If you do not tell us that you want to terminate the Global Transfers Service or close your Account completely, after receiving notice of any changes that have been made to these Terms, then we will assume you have accepted the changes and it will take effect automatically.
15. We can change the HSBC Global Transfers Exchange Rate, which is a reference rate, immediately and without giving you prior notice.

Fees

16. We reserve the right to charge fees in relation to the use and/or termination of the services provided through Global Transfers. However, in case we intend imposing any such fees we will provide you with 60 days prior written notice. To this extent you authorise us to immediately debit any of your accounts held with us with any fees and/or charges in relation to the use and/or termination of Global Transfers. Please note that all transfers that are made between

your accounts held with different HSBC Group banks in different countries are subject to the associated fees in accordance with our General Tariff.

(<https://www.hsbc.com.mt/1/2/mt/en/useful-information/docs-and-tariffs>)

Termination of Service

17. You may end this contract at any time by calling us on (+356 2380 2380), electronically by using our Personal Internet Banking or by visiting an HSBC Bank Malta p.l.c. branch.
18. We may, at any time, without giving any notice or reason, suspend or terminate all or any of the Global Transfers functionality for any of the reasons for termination outlined in the General Terms and Conditions for Accounts.
19. In addition, we can end this contract upon 60 days prior written notice for any reason. If either you or us end or suspend Global Transfer service this will not affect any rights or liabilities already accrued and it will not affect any other services we provide to you or contracts between us which will continue unless we tell you otherwise.

Jurisdiction

20. The laws of Malta apply to these Terms and how we dealt with you before you entered into this contract. These Terms are in English and any communications we send to you will be in Maltese or English.

Governing law and language

21. The Terms and any dealings with you before entering into this contract including non-contractual obligations shall be governed and construed according to the laws of Malta
22. Any claims relating to the Terms shall be subject to the non-exclusive jurisdiction of the Maltese Courts.

Issued by HSBC Bank Malta p.l.c.
26th January 2016