

**YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES. BY REGISTERING TO USE THE SERVICES AS ALSO BY VIRTUE OF YOUR CONTINUED USAGE OF THE SERVICES, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME.**

## **Terms of use for HSBC Personal Internet Banking**

### **Introduction**

These Terms and Conditions ('Terms') explain your responsibilities and obligations relating to services and information that you use or request from us, or we provide to you, through HSBC Internet Banking Service

These Terms will be displayed during Registration for the Services, and again when you first Logon. The Terms will not be displayed again on subsequent visits to the site unless we change them, at which time they will be displayed for your review and acceptance. These Terms will however be available for viewing, by way on a hyperlink on the logon page of the HSBC Internet Banking Service.

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

**'Bank'** (also 'we', 'us', 'our') means HSBC Bank Malta plc and where the context allows or requires, include its successors and assigns.

**'Business Day'** (also working day) locally means Mondays to Saturdays (both days inclusive) excluding public holidays. For definition of 'Banking Business Day' in connection with international transfers, please refer to Clause [25] Cross Border Credit Transfers below.

**'Customer'** (also 'you', 'your', 'yours', 'yourself') means the person requesting the Service.

**'HFMM'** - means HSBC Fund Management (Malta) Limited

**'HFMM Service'** – means the Service provided to you through Internet Banking Service and as described in Clause 24 of the Terms whereby you may access certain information and give HFMM Instructions in respect of certain accounts which you hold with HFMM.

**'HSBC Group'** means HSBC Holdings plc and/or any of its subsidiaries (including HSBC Bank Malta p.l.c. and its subsidiaries) and/or associate undertakings

**'hsbc.com.mt Site' (also 'the Site')** means the HSBC Malta portal through which you access the Service.

**'HSBC Mobile Services'** – means the Service provided by us to you described in the Terms and the HSBC Mobile Services Alerts Control Document whereby you may access certain information and give us Instructions in respect of certain accounts, which you hold with us.

**'Institution'** means

Any member of the HSBC Group (other than the Bank) and  
any third party financial institution which the Customer has notified to the Bank should be treated as an Institution for the purposes of these Terms.

**'Instruction/s'** – means any request/s or instruction/s which is/are received by the Bank and / or HFMM through the Service.

**'Internet Banking Service (also the Service/s)'** – means the Services provided by us to you described in the Terms whereby you may access certain information and give us certain Instructions in respect of certain accounts which you hold with us. Not all accounts may be accessed under this Service. For details of the accounts on which this Service is currently available please refer to the 'Help' pages within the Internet Banking Service.

**'Online'** - means the internet access to the Service through the hsbc.com.mt Site.

**'Password'** Any confidential password, phrase, code or number, or any other identification whether issued to the Customer by the Bank (including any Username and Memorable Answer) which may be used to access the hsb.com.mt Site and/or the Internet Banking Service and/or to effect Customer Instructions.

**'Processing Date'** – means the date, being a business day, when a transaction is processed by the Bank, subject to the fulfilment of all the conditions for the execution of such transaction.

**'Personal Identification Number (PIN)'** – means any confidential PIN, code or number, issued to the Customer by the Bank which may be used to access the HSBC Mobile Services or to execute Instructions

**'Security Code'** - means a one time password generated by a Security Device.

**'Security Device'** - means an electronic device used to generate the Security Code.

**'Terms'** means the terms and conditions together with the information contained in the 'Help' pages and the HSBC Privacy Statement contained in the Bank's Site and any supplemental terms, as amended from time to time.

**'Time'** – means Malta time.

**User name** – means the user identification code by which the service identifies the user.

**'Value Date'** - means the date when a transaction becomes effective in your account.

**We/us/our** – means the Bank and/or HFMM as appropriate

## 1. Services

- a. The Bank shall provide subject to these Terms the Services through any Internet site established, operated and/or maintained by or on behalf of the Bank ('Internet Site') to enable the Customer to give instructions to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the HSBC Group
- b. As part of the Services, the Bank may make available via any Internet Site financial, market or other information and data ('Information') supplied by any person (each an 'Information Provider' which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ('Reports').
- c. The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation : -
  - (i) expanding, modifying or reducing the Services at any time;
  - (ii) imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Services;
  - (iii) prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones; and
  - (iv) reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilised the relevant Service(s) for a period of time that the Bank may designate from time to time or otherwise as part of the Bank's internal risk control program.
- d. The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.

## 2. Governing Terms and Conditions

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, information, goods, benefits and privileges from the Bank and/or other members of the HSBC Group as shall be made available from time to time. Transactions and dealings effected by using the Services are subject to these Terms and other related terms issued by the Bank including the Privacy and Security, Terms of Use and Hyperlink Policy currently published on the Internet Site of the Bank where the Services are provided. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms shall prevail for the purposes of the Services.

### **3. Use of the Services**

- a. To access the Services for the first time, the Customer is required to register online or in such other manner as the Bank may from time to time specify and indicate his acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify for identifying him/her.
- b. By registering to use the Services, the Customer warrants that all information provided by the Customer to the Bank in relation to the Services is true, complete and up-to-date. The Bank shall not be required to independently verify the same.
- c. The Services are for the sole and exclusive use by the Customer.
- d. The Customer shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer shall notify the Bank as soon as practicable if he becomes aware of such use.
- e. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon the Customer confirming his acceptance irrespective of any different rate, price or information quoted by the Bank.
- f. The Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet.

### **4. Username, Password and Security Code**

- a. The Customer shall follow the guidance provided by the Bank online in designating the Username and the Password for identifying the Customer for the purposes of the Services.
- b. The Customer may change the Password and the Username at any time but any change shall be effective only if accepted by the Bank
- c. The Bank may, in its sole discretion require a Customer to use a Security Code to access the Services in the event of which it is the sole responsibility of the Customer to apply to the Bank for a Security Device or a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
- d. The Customer shall act in good faith, exercise reasonable care and diligence in keeping the Username, the Password, the Security Device and the Security Code in secrecy. At no time and under no circumstances shall the Customer disclose the Username, the Password and/or the Security Code to any other person or permit the Security Device to come into the possession or control of any other person.
- e. The Customer shall be fully responsible for any accidental or unauthorised disclosure of the Username, the Password and/or the Security Code to any other person and shall bear the risks of the Username, the Password, the Security Device or the Security Code being used by unauthorised persons or for unauthorised purposes.
- f. Upon notice or suspicion of the Username, the Password and/or the Security Code being disclosed to, and/or the Security Device being lost or has otherwise come into the possession or control of any unauthorised person or any unauthorised use of the Services being made, the Customer shall notify the Bank in person as soon as practicable or by telephone at such telephone number(s) as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer shall remain responsible for any and all use of the Services by unauthorised persons or for unauthorised purposes.

### **5. Customer's Instructions**

- a. The Customer is required to quote any one or more of the Username, the Password, the Security Code and any other identifiers as shall be prescribed by the Bank from time to time in order to log-on to the Services and give instructions to the Bank online. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
- b. Any instruction given in connection with the Services by quoting the Username, the Password, the Security Code and such other identifiers of the Customer as prescribed by the Bank, once given, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the HSBC Group. All such instructions given, including the set up of pre designated or non designated third party payment limits through an online request, as understood and acted on by the Bank or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. The Bank and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Username, the Password, the Security Code and such other identifiers (if any) of the Customer.
- c. The Bank will only act on an instruction in so far as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- d. Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services will be provided by the Bank online. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of the Customer to check such advice or confirmation. It is also the duty of the Customer to enquire with the Bank if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- e. Information relating to any account or transaction made available on the Internet Site(s) are for reference only. The Bank's records of such account and transaction shall be conclusive unless and until the contrary is established.
- f. Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts of the Customer or the Services generally, the Bank may, in its absolute discretion and without any liability, refuse to act on or delay acting on the instruction and in that event, the Bank will, to the extent possible, inform the Customer as soon as practicable.
- g. The Bank shall carry out future dated transactions on the Business Day following the indicated date of transaction if the date indicated for transaction is not a Business Day. If the available balance/daily limit is insufficient on the date when the transaction is to be effected, the Bank will try to carry out the transaction for three (3) consecutive business days. If the available balance/daily limit is still insufficient we will not process the transaction.
- h. The Customer authorises the Bank to debit the Customer's accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with an instruction given in connection with the Services.

## **6. Fees**

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services including, without limitation, to impose a charge for its provision of the Security Device and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time, which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify. The Customer authorises the Bank to debit any of his accounts with any fees and/or charges in relation to the use and/or termination of the Services.

## **7. Customer's Undertakings and Responsibilities**

- a. The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services. The Customer shall also ensure that all information provided to the Bank is at all times accurate, complete and up-to-date including, without limitation, the Customer's address and other contact details.

- b. Customer understands that the Bank needs to and so authorises the Bank to process, share, store or transmit information about the Customer, the Customer's account(s) and/or the transaction(s) executed by the Bank on the Customer's behalf within the HSBC Group or with any institution or agent or third party used by the Bank in connection with the Services. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Services.
- The Customer and the Bank shall comply with all applicable data protection laws. The Customer confirms that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these Terms in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Customer further agrees to indemnify and hold us harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- c. The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any software comprised in them.
- d. The Customer acknowledges that it is the responsibility of the Customer to determine independently market prices and rates for trading purposes through his usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and any transactions and dealings which may affect the Customer under all applicable laws.
- The Services or any marketing/promotional messages displayed as part of the Services should not be regarded as an offer or solicitation to sell investments or make deposits or solicitation to subscribe to any other product or service, to any person residing in a jurisdiction outside Malta, where it is unlawful to make such an invitation or solicitation.
- e. The Customer acknowledges that it is the responsibility of the Customer to ensure that the use of the Services is in accordance with extant laws, rules and regulations (whether pertaining to Malta or any other country) as applicable to the Customer. The Customer undertakes not to use the Services to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted under applicable laws, rules and regulations.
- f. The Customer shall abide by the External Transaction Circulars and External Transactions Act currently in force as amended from time to time, featuring on Central Bank's Malta website 'www.centralbankmalta.com'.
- g. In making use of the Services for effecting payment overseas, or to non-residents repatriable accounts, the Customer undertakes to comply with the External Transactions Circulars and External Transactions Act at all times.
- h. The Customer accepts and hereby authorises the Bank to disclose to the Central Bank of Malta any information required on any transactions performed under the Services. The Customer shall be responsible to complete relative Central Bank of Malta forms and submit them directly to the Central Bank of Malta.
- i.) Any breach of the External Transactions Circular and External Transactions Act will automatically suspend the Customer from making use of the Services. The Central Bank of Malta will be notified accordingly.
- i. The Customer warrants that all details submitted under the Internet Banking Service are true and correct and that the foreign currency will be used solely for the purpose stated.
- j. Transactions will be converted at the rate of exchange applicable at the time of processing by the Bank. The Bank reserves the right to suspend all or any functionality which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited a volatile market.
- k. In the event of a rejection of a transaction because of incomplete instructions or insufficient funds on Customer's account any exchange loss arising therefrom will be for Customer's account.
- l. The Bank will apply a Value date falling due two (2) business days after the processing date in accordance with International Foreign Exchange Practice, unless otherwise agreed with Customer.

## **8. Information and Information Providers**

- a. The Customer acknowledges and agrees that the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'Confidential Information') are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.
- b. Unless expressly permitted by these Terms and Conditions, the Customer shall not, and shall not attempt to : -
  - (i) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
  - (ii) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
  - (iii) incorporate or combine the Confidential Information with any other programmes.
- c. The restrictions on disclosure shall not apply to any Confidential Information : -
  - (i) where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to the Bank; or
  - (ii) where the Bank has expressly agreed in writing to its disclosure.
- d. The Customer agrees that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.
- e. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer's acceptance thereof.
- f. The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer.
- g. Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer or any other person.
- h. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.
- i. No warranty, representation or guarantee of any kind relating to the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorised to give any such warranty, representation or guarantee.

## **9. Liabilities of the Bank**

- a. The Bank will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- b. None of the Bank, any member of the HSBC Group or any Information Provider warrants or represents that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- c. The Bank may suspend any service provided to the Customer under the Services without notice where the Bank considers it necessary or advisable to do so, for example to protect the Customer when there is a suspected breach of security or we need to suspend the Services for maintenance or other reasons. Due to the nature of the Services, the Bank does not warrant that access to the

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

- d. The Bank will make all reasonable efforts to ensure that the Security Device provided to the Customer will perform as necessary to permit access to the Services as and when required. The Customer must notify the Bank immediately if any Security Device fails to function correctly and the only obligations that the Bank has in respect of such Security Device is to replace the same with a new Security Device at no cost to the Customer but only (i) upon the defective Security Device being returned to the Bank within 90 days of its date of issue and (ii) if the Bank is satisfied that there is no default or negligence on the part of the Customer which results in or contributes to the Security Device failure to function correctly. Other than as specified in this Clause 9(d), the Bank shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, the Bank cannot be held liable for any loss or damages incurred or suffered by the Customer arising from the Customer's failure to safe-keep and/or use the Security Device in accordance with the Bank's instructions and recommendations.
- e. Unless Clause 10(b) applies or due to the gross negligence or wilful default of the Bank, any member of the HSBC Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the HSBC Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with : -
  - (i) use of the Services (including, without limitation, the use of the Security Device) and/or access to any information as a result of such use by the Customer or any other person whether or not authorised;
  - (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the Security Device), in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
  - (iii) transmission and/or storage of any information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.
- f. In no event shall the Bank, any member of the HSBC Group or any Information Provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

## **10. Liabilities of the Customer**

- a. Unless Clause 10(b) applies, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services (including, without limitation, the use of the Security Device) and/or access to any Information or Report or any other information as a result of such use by the Customer or any other person whether or not authorised.
- b. Subject to Clause 4(f) and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Services as a result of : -
  - (i) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9(a);
  - (ii) a human or system error of the Bank; or

- (iii) a missed or mis-directed payment caused by the gross negligence or wilful default of the Bank, its officers or employees.
- c. The Customer shall indemnify the Bank, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or wilful default of the Bank, any member of the HSBC Group, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

## **11. Termination of Services**

- a. The Bank may, at any time, without giving notice or reason to suspend or terminate all or any of the Services or their use by the Customer.
- b. The Customer may terminate the use of the Services at any time by giving to the Bank prior written notice.
- c. All provisions of these Terms which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services by the Customer shall remain in full force and effect after suspension or termination including, without limitation, Clauses 3(b), 4, 7, 8, 9 and 10. Notwithstanding such suspension or termination, the Customer shall continue to be bound by these Terms to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.

## **12. Amendments**

The Bank reserves the right to lay down further conditions or to amend these Terms (including any fees or charges) for 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 the Bank's return or pursuant to the introduction of new products or technology. The Bank will give reasonable notice to the Customer of any addition 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.

## **13. Communication**

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions. The Bank may also publish notices of general nature, which are applicable to all Customers on its web site located at [www.hsbc.com.mt](http://www.hsbc.com.mt). Such notices will have the same effect as a notice served individually to each Customer.
- b. Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in Malta and seven days after posting if such address is outside Malta or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

## **14. Severability**

Each of the provisions of these Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

## **15. Waiver**

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms or any further or other exercise of such rights, powers or remedies. The rights and

remedies under these Terms are cumulative and not exclusive of the rights and remedies provided by law.

## **16. Force Majeure**

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

## **17. Regulatory Bodies**

The Services will be provided by the Bank, which is licensed and regulated by the Malta Financial Services Authority, the Central Bank of Malta and the Malta Stock Exchange.

## **18. Regulatory Requirements**

- a. The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of money laundering, terrorists 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 other members of the HSBC Group to take any action which it in its sole discretion considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or customers' instructions sent to or by the customer or on its behalf via the Bank's system or any other member of the HSBC Group's system and making further enquiries as to whether a name which might refer to a sanctioned person actually refers to that person or entity.
- b. Notwithstanding the provision of these Terms neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:
  - (i) any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties hereunder or other obligations caused in whole or in part by any steps which the Bank, in its sole discretion, considers appropriate to take in accordance with all such laws and regulations, or
  - (ii) the exercise of any of the Bank's duties under this clause.
- c. In certain circumstances, the action which the Bank may take may prevent or cause or delay in processing certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's system relating to any payment messages and customers' instructions which are the subject of any action taken pursuant to the above clauses are accurate, current and 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 endeavour to notify the Customer of the existence of such circumstances as soon as is practically reasonable.

## **19. Complaints and Redress Procedures**

- a. The Bank takes customer services very seriously and as such has a Complaints Handling Procedure in place.
- b. Any complaints by a Customer are to be made in writing or telephonically, in the first instance to the Branch where the transfer was made/received. E-mail complaints may be addressed to [infomalta@hsbc.com](mailto:infomalta@hsbc.com)

- c. The Bank will give immediate acknowledgement for any query or complaint received from a Customer and will provide Customer with a definitive reply as soon as the relevant facts about the transfer have been ascertained.
- d. If the Customer is not satisfied, he may escalate the complaint the complaint to the Relationship Manager, then to the Bank's Senior Communications Manager, and as a final resort, to the Chief Executive Officer.
- e. The Customer may also obtain redress as provided in the Central Bank of Malta Directive No. 3: Directive on Cross Border Credit Transfers and subject to the limitations contained therein.
- f. The Customer may also direct his complaint to the Consumer Complaints Manager at the Malta Financial Services Authority, Notabile Road, Attard. BKR14 Malta e-mail consumerinfo@mfsa.com.mt.

## 20. Company Information

- . The Bank is registered in Malta, company registration number C 3177
- . Registered office and Head Office: 233, Republic Street, Valletta VLT 05
- . Contact Details: 00356 25970000
- . Facsimile: 00356 23804923
- . Website: www.hsbc.com.mt

The Bank is licensed to conduct the business of banking and investment services business by the Malta Financial Services Authority, Notabile Road Attard BKR 14 Malta www.mfsa.com.mt

## 21. Financial Services

There are various services which may be provided via the Internet Site and all information and specific terms and conditions are found under the appropriate headings under each service in the Bank's website (www.hsbc.com.mt) under the heading 'Apply Online'.

## 22. Euro Changeover

On euro changeover, the Bank reserves the right to round up the daily transaction limits in accordance with the law or the relevant guidelines issued for that purpose.

## 23. HSBC Mobile Services

The following clauses [a -i] apply to customers opting for the HSBC Mobile Services. In case of conflict between any provision contained in clauses [a-i] and the rest of the Terms, the former provision shall prevail.

### a. Your Mobile Phone

. If you have more than one mobile phone you will be asked when you register to nominate the number of the one on which you wish to receive SMS alerts as we will only send messages to one mobile phone per customer. The nominated mobile phone must have a mobile subscription with a local mobile operator and set to receive SMS. If you are unsure as to the compatibility of your mobile phone, you should contact your service provider.

### b. SMS Alerts

- (i) When you register with us as an HSBC Mobile Services customer you may select a number of optional SMS alerts from the HSBC Mobile Services Application form.
- (ii) You may change the SMS alert threshold/amount values to the desired level or link any of your accounts by calling at any HSBC branch, via HSBC Internet Banking or Calling Customer Support on (356) 2380 8080.
- (iii) You must notify us as soon as possible on (356) 2380 8080 if any of your SMS alerts appear to be irregular.
- (iv) SMS alerts will only be transmitted once. If you delete a text message, which we have sent to you, it cannot be sent again.
- (v) Each SMS alert we send to you will contain a maximum of 163 characters.
- (vi) SMS Alerts are triggered if your account Ledger Balance contains sufficient funds to cover any charges for such SMS Alerts, provided there exist no legal impediments on such balance.
- (vii) You must ensure that your phone is set-up correctly and that you have enough memory space available on your handset to be able to receive the SMS Alerts.

### c. Mobile Top-up

- (i) . When you register as a HSBC Mobile Services customer and opt for the Mobile Top-up option you will receive a Personal Identification Number (PIN) which you can use together with your mobile phone to top-up your mobile account.
- (ii). Maximum top-up per day is of fifty Euro (€50), including VAT and any other applicable taxes, per mobile number.
- (iii). If the PIN becomes known to any other unauthorised user, you have to inform the bank immediately
- (iv) We shall not charge you for the SMS sent to top up the mobile account, if effected in Malta. Any top-up effected overseas are subject to the service provider charges.
- (v). Only Prepaid account users can use this service.
- (vi). Top-ups can only be effected by the debit of your Euro demand deposit account. The account balance at the disposal of the Mobile Top-up facility is the available balance (the Ledger Balance less any holds).
- (vii) The Bank ensures that personal data, such as; customer name, surname, mailing address and if applicable e-mail address and/or VAT number, supplied to your mobile telephony service provider will be exclusively used for the purpose of generating and mailing the relevant receipt by the mobile service provider. The mobile service providers shall keep a copy of the receipt as required by law. Nevertheless, the personal data shall be kept by the mobile telephony service provider for judicial and law enforcement purposes. To further increase the confidentiality of the system, the Bank ensures that the customer personal details are transmitted through a secure line.
- (viii). Once the top-up is confirmed payment is directly and instantly transferred by the Bank to mobile telephony service provider account.
- (ix) Mobile telephony service providers will send a printed receipt by post or any other communications medium that may be allowed by law, to each customer who uses this service. The Service providers will send the receipts to the last address you provided to the Bank. Should you change any address details, you need to inform the Bank immediately.

#### **d. Security**

- (i). You are responsible for the security of your mobile phone. YOU MUST take all reasonable precautions to prevent anyone from accessing your confidential information and services related to your mobile phone.
- (ii). If you suspect that unauthorised parties have access to any of your confidential information, it is your responsibility to advise both the mobile service provider and the Bank to suspend your service. We might need you to help us and the police in trying to recover any losses. The mobile telephony service provider and we may disclose information about you or your account to the police or other authorised third parties if it is deemed that it will help prevent or recover losses.
- (iii). If you opt to change your mobile phone number, it is your responsibility to ensure that your registration details to this service are correct.
- (iv) If the SIM card in your mobile phone is lost, stolen or no longer under your control it is your responsibility to advise both the mobile service provider and the Bank to suspend your service.
- (v). Please be aware that your mobile phone and SIM Card contain personal information, which needs to be protected by you. Hence it is your responsibility to KEEP YOUR MOBILE PHONE SAFE at all times. It is recommended that you have the PIN 1 security code of your SIM Card activated on your phone and that your phone is not left switched on unattended in a place accessible to others.
- (vi). Keep your Mobile Top-up PIN secure and secret at all times. Never write or otherwise record the PIN in a way that can be understood by someone else. Never tell the PIN to someone else including our staff. Destroy any advice from us concerning your PIN promptly after receipt.
- (vii). You agree to check carefully your records of transactions and statement of accounts and inform us immediately of any discrepancy.
- (viii). You agree to keep us and the mobile services providers indemnified against all actions, proceedings, costs, loss and damage of any kind which we, any other member of the HSBC Group or the mobile telephony service providers may suffer as a result of our acting on your Instructions in accordance with this Contract, or as a result of your failure to comply with your duties under this clause.

#### **e. Termination and Suspension**

- (i). You may end or suspend HSBC Mobile Services with immediate effect by advising us in writing, electronically by using our Internet Banking service or by calling us on (356) 2380 8080.
- (ii). For your own security, we may suspend SMS alerts with immediate effect and without prior notice to you if we have reason to suspect that you are not receiving the SMS alerts being sent to your mobile phone or that someone else is receiving the SMS alerts.

(iii). We may end or suspend the HSBC Mobile Services by giving you at least (thirty) 30 days notice in writing, electronically or by SMS alert. We may also suspend the HSBC Mobile Services without notice where we consider it necessary or advisable to do so.

(iv) If either of us end or suspend HSBC Mobile Services 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.

**f. Liability**

(i). We will take reasonable care to ensure that any SMS alerts we send reach you and that they are accurate and complete. However, we cannot guarantee this, as it depends upon the reliability of the text messaging service provided by the network operator for your mobile phone as well as geographic, atmospheric and other conditions or circumstances beyond our control. If we can show that a SMS alert was sent by us to you, we shall have no liability to you if you suffer loss due to the SMS alert not being received accurately or at all.

(ii). We will not be liable for any disclosure of confidential information where you have not complied with our recommendation at clause 23d(ii) above or where you did not update us with your last address.

(iii). We will not be liable to you for any loss you suffer due to any event or circumstance beyond our reasonable control which leads to SMS alert being wholly or partly unavailable such as but not limited to technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications, power failure or shortcomings by third party.

(iv). Where we have no liability to you under these terms, we shall have no liability to any joint account holder on your selected account(s) from time to time.

**g. Ensuring compatibility**

You must ensure the text messaging service provided by your network operator and your mobile phone are compatible with the SMS alert we provide.

**h. Third Party Information Products and Services**

The Service may contain some material provided by third parties and we do not necessarily agree with the content of such material. In addition, we accept no responsibility or liability for the accuracy of such material.

**i. Records of Transactions**

(i). Our records, unless proven incorrect, will be evidence of your dealings with us in connection with the HSBC Mobile Services.

(ii). You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.

**24. HFMM SERVICE**

**a.** The Site through which the HFMM Service is available ("the Site") has been approved for issue in terms of article 11(1)(b) of the Investment Services Act, 1994 cap 370 of the Laws of Malta ("the ISA") by HSBC Fund Management (Malta) Limited. HFMM holds an investment services licence issued by the Malta Financial Services Authority ("MFSA") in terms of the ISA and is regulated by the MFSA. HFMM is part of a worldwide group of businesses known as HSBC Asset Management which is ultimately owned by HSBC Holdings plc. HFMM is registered in Malta as a limited liability company, registration number C20653, with its Registered Address at Hexagon House Spencer Gardens Blata-l-Bajda.

**b.** The Site is intended for use by HFMM's Private and Non-Private Clients and by any prospective investor. Any person, whether such person holds shares or units in any of the collective investment schemes which are managed by HFMM or otherwise, can see the current prices of these funds by entering the relevant section in the Site.

**c.** The Site may provide you with access to other HSBC websites ("HSBC Site"). Each HSBC Site will be governed by local terms and conditions in addition to these terms and conditions. Please read the HSBC Site terms and conditions carefully before using the HSBC Site. If you choose to enter a website outside your country of residence, you are advised that it may not be legal in that jurisdiction for you to use the facilities available on that site and the legal requirements of that jurisdiction may prohibit you from dealing in that jurisdiction. If you use the Site to access a jurisdiction in which you are not resident you do so at your own risk and HFMM will not be liable for any breach of local law or regulation that you may commit as a result of using and accessing a website in a country in which you are not resident.

**d.** For the purpose of this Clause 24 references to 'we', 'us' and 'our' are references to HFMM

**e. HFMM Terms and Conditions**

(i). All our products and services and those of other members of the HSBC Group are subject to the terms and conditions and disclaimers of the applicable agreement governing their use.

(ii) These Terms are to be read by you together with any terms, conditions and disclaimers provided in the pages of the Site and any HSBC Sites. However, in case of conflict between any term or condition contained in this Clause 24 (the 'HFMM term') and any other term or condition in the Terms, the HFMM term or condition shall prevail. If you have an investment account with us you are also reminded of the Terms and Conditions of the Investment Account as found in the Investment Account Application Form and the Prospectus which continue to apply since the opening of your investment account.

(iii). The information, material and content provided in the pages of the Site may be changed at any time by HFMM. You will be notified of any such changes when you next log on to the Site. In the event that you do not agree to the amended terms and conditions please notify us and your registration will be cancelled. Your continued access to or use of the Site will mean that you agree to any changes.

**f. Subscribing for additional shares**

(i). HFMM will provide an online facility enabling existing investors to subscribe for additional shares in funds by electronic means. This service is only available in respect of open-ended funds managed by HFMM. It is not available to US persons and residents of Canada as well as residents in countries which are not members of the Financial Action Task Force or in countries where certain investment restrictions may be in force. Payments should only be made in the Base Currency of the Fund (or where applicable, in the Currency of Expression of the fund). Where monies are received in another currency, HFMM may, at its sole discretion, convert the proceeds into the Base Currency of the Fund (or the applicable currency of Expression of the fund) deducting any charges in the process.

(ii). Where a fund has a minimum investment requirement, HFMM shall not accept any application for less than such sum. In any such case, HFMM shall inform the investor and request instructions.

(iii). A statement will normally be dispatched on the Business Day following the execution of subscription instructions. Investors are strongly advised to refer to the terms and conditions of the Investment Account and the prospectus of the relevant Fund (available from the HFMM Site or free of charge from the Bank ) before subscribing.

**g. Cut-off times**

(i). Requests to subscribe to additional units which are received by HFMM on any business day (as defined in the relative funds' prospectus) up to 1300 hours Malta time will, if accepted by HFMM, be dealt with at the unit price calculated on the following dealing day. Requests received by HFMM after 1300hrs Malta time will be carried forward to the subsequent dealing day.

(ii). It is important to note that the above time frames refer to the latest time by when electronic instructions are received, together with cleared funds, by HFMM. Therefore investors are advised that allowance should be made for monies transmitted to HFMM after the Bank's cut off time, or on a day which is not a banking business day or a Saturday or Sunday.

**h. US Persons and Canadian Residents**

(i). The units in the collective investment schemes for which HFMM acts as Manager (the 'HSBC Schemes', have not been, nor will they be, registered under the United States Securities Act, 1933 as amended (the "**1933 Act**") or under any United States securities law. A U.S. Person (as defined in Regulation S of the 1933 Act) is not eligible to purchase units in the HSBC Schemes. The HSBC Scheme are not and will not be offered or sold, directly or indirectly, in the United States of America, its territories or possessions or any area subject to its jurisdiction. In addition the HSBC Schemes will not be registered under the United States Investment Company Act, 1940 as amended (the "**1940 Act**").

(ii). The units in the HSBC Schemes are not being offered, promoted or distributed directly or indirectly in Canada or to a person resident of Canada. Accordingly persons resident in Canada are not eligible to acquire units in any of the HSBC Schemes.

(iii). For the purposes of this clause, the term '**U.S. Person**' means a person resident in the United States, a partnership or other entity created or organised in or under the laws of the United States, or any estate of which any executor or administrator is a U.S. Person or any trust of which any trustee is a U.S. Person or the income of which is subject to United States federal income taxation regardless of its source. However, a foreign branch or agency of a bank or insurance company organised and regulated under US federal or state law (whether acting as principal for its own account, with discretion for others or without investment discretion for non-US persons) is not a US Person in respect of the purchases of units in the HSBC Schemes provided that it is operating for valid business reasons as a locally regulated branch or agency engaged in the banking or insurance business and not solely for the purpose of investing in securities not registered under the United States Securities Act of 1933.

(iv). The information on the Site is not intended for use by, and is not being made available to, US Persons and Canadian resident persons.

**i. No offer**

Neither the information, nor any opinion contained in our Site or in any HSBC Site constitutes an offer to sell or solicitation or an offer to buy any securities or financial instruments or any advice or recommendation with respect to such securities or other financial instruments. You are advised to obtain appropriate legal, accounting and tax advice where necessary. Any financial advice contained within the pages of the Site has not been prepared taking into account the particular investment objectives, financial situation and needs of any particular investor, and therefore may not be suitable.

**j. Investment Performance**

(i) Please note that the value of investments and the income derived from them may fluctuate and an investor may not receive back the amount originally invested. Past performance should not be seen as an indication of future performance and the value and any income arising from any investment referred to on the Site may go down as well as up. In particular you may not get back the full amount invested. Where an investment is denominated in a currency other than Euro exchange rates may have an adverse effect on the value price or income of that investment.

(ii). In the case of investments for which there is not a recognised market it may be difficult for investors to sell their investment or to obtain reliable information about its value or the extent of the risks to which it is exposed. Changes in current rates of exchange or taxation may have an effect on the value price or income of investments. Current tax levels and relief may change and the value of any relief depends on individual circumstances.

(iii). Please refer to the relevant Prospectus for full details on the risk factors applicable to such investments.

**k. Material Interest**

(i). HFMM and its affiliates and/or their officers directors and employees may own or have positions in any investment mentioned therein or any investment related thereto and may from time to time add to or dispose of any such investment. HSBC's affiliates may act as market maker or have assumed an underwriting position in the securities of companies discussed therein (or investments related thereto) and may sell them to or buy them from customers on a principal basis and may also perform investment banking or underwriting services for or relating to those companies.

**l. No warranties**

(i). The following clauses exclude or limit our legal liability for the Site. You should read them carefully. They all apply only as far as the law permits, and in particular we do not exclude or restrict our duties and liabilities to you where or to the extent that this is prohibited by law or regulation.

(ii). Whilst we have taken reasonable steps to ensure the accuracy, currency, availability correctness and completeness of the information contained on the Site, information is provided on an "as is", "as available" basis and we do not give or make any warranty or representation of any kind, whether express or implied. The use of the Site is at your sole risk. We shall not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance on the information contained on the Site to the maximum extent permitted by law.

(iii). We do not represent or warrant that the Site will be available or that it will meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

(iv). We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Site.

**m. Indemnification**

(i). You agree to indemnify, defend, and hold HFMM and all of its agents, directors, employees and officers (collectively "Indemnified Parties"), harmless from and against any and all liability and costs (including, without limitation, legal fees and expenses), which may be incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions.

**n. Privacy**

(i). Our current privacy and personal data policies demonstrate our commitment to your financial privacy. We may change the content or services found on our Site at any time without notice, and consequently our privacy policy may change at any time in the future. You agree to revisit this page regularly and your continued access to or use of the Site will mean that you agree to the changes.

**o. Public Areas**

(i). When using the public portion of the Site you are not required to provide us with any personal information and we do not monitor or collect any personally identifiable information from you on your use of the public portions of the Site. We may track the number of users who visit areas of the Site, but this tracking will not identify you. We may also record the location of your computer on the internet for systems administration and trouble shooting purposes and to report aggregate information.

**p. Personal Information**

When ordering literature from the Site, we will ask you to provide us with limited data about yourself which we will handle in accordance with the Data Protection Principles set out in these Terms and in accordance with any applicable law and regulations. We maintain strict security standards and procedures with a view to preventing unauthorised access to your data. We use leading technologies such as (but not limited to) data encryption, fire walls and server authentication to protect the security of your data.

**q. Third Party Sites and endorsements**

(i). Where we provide hypertext links to other locations on the Internet, we do so for information purposes only. We are not responsible for the content of any other websites or pages linked to or linking to the Site. We have not verified the content of any such websites. Following links to any other websites or pages shall be at your own risk and we shall not be responsible or liable for any damages or in other way in connection with linking.

(ii). Links to downloadable software sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the licence agreement, if any, which accompanies or is provided with the software. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on our Site. We also have no control whatsoever over the privacy and data protection policies that such third party websites operate or over the manner in which they process personal data and it is therefore your sole responsibility to enquire about these matters before accessing such third party sites.

**r. Internet E-mail**

(i). Messages sent over the internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. We are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any messages sent by you to the HSBC Group or any message sent by HSBC Group to you over the internet. Sending a message to us does not cause us to have any special responsibility to you.

**s. Trade marks and copyright**

(i). Copyright in the pages, screens, information, and all material in their arrangement included in the Site is owned by or licensed to HFMM or to the HSBC Group unless otherwise noted. You may imprint, copy download or temporarily store extracts from our Site for your personal information or when you use our products and services. You must not alter anything or distribute it to others. Any other use is prohibited unless you first get our written permission. In particular no one may use a part of our Site on any other website, or link any other website to our Site, without our prior written permission.

(ii). HSBC and the hexagon are trademarks of the HSBC Group and all rights in and to HSBC vest in the HSBC Group. Other than as provided above you may not use or reproduce the HSBC trademark, logo or brand name.

(iii). You undertake not to use the Site for any purpose which is unlawful, abusive, libellous, obscene or threatening. You undertake to comply with any terms notified to you as required from time to time by any third party supplier of data or services to the Site, including but not limited to, where necessary, entering into a direct agreement with such third party in respect of your use of their data.

**t. General**

(i). We may assign our rights and obligations under the Terms to any other member of the HSBC Group or to any successor to that part of our business which includes the Site, or appoint one or more agents to provide all or any of the service and references to "we", "us" or "our" will include references to such assignees and agents.

(ii). No delay or failure by you or us to exercise any of our or your powers, rights or remedies under the Website Terms shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in the Website Terms are cumulative and not exclusive of any remedies provided by law.

(iii). Nothing herein excludes or restricts any duty or liability to a client that HFMM has under the Investment Services Act, 1994 or under any regulations issued thereunder or under any guidelines, directives or notices issued by the MFSA.

## **25. Cross – border Credit Transfers**

**a. Outward Transfers**

(i). Normally, from two (2) to three (3) banking business days are needed, following the date of acceptance of customer's transfer request by the Bank, for funds in a particular currency to be credited to the account of the beneficiary' Institution.

(ii). "date of acceptance", means the date, being a banking business day, of fulfilment of all the conditions required by the Bank as to the execution of the transfer request, including Regulatory Requirements ( see relative section below ), the availability of adequate financial cover, and the information required to execute that transfer request.

(iii). The term ' banking business day' refers to a day on which all institutions, local and foreign, involved in a transaction are open for business.

(iv). Transfer requests received after the Bank's cut-off time or on a day which is not a banking business day, or on a Saturday, will be deemed to be received on the next banking business day.

b. Inward Transfers

(i). Funds are normally credited to beneficiary's account with the Bank by the close of business on the value date specified in the transfer, provided the transfer is received before the Bank's cut-off time on the said value date, and that the instructions in the transfer are clear and complete in all respects, subject also to Regulatory Requirements (see relative section below). Funds received after the Bank's cut-off time or on a day which is not a banking business day, or on a Saturday, will be deemed to be received on the next banking business day.

c. Regulatory Requirements

(i). The Bank is obliged to comply with Anti Money Laundering Regulations, and any other laws that are applicable to such transfers, including laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. This may require that the Bank intercepts and investigates any payment messages and other information or communications sent to or by you or on your behalf via the Bank's systems and this process involves making further enquiries as to whether a name which might refer to a named or sanctioned person actually refers to that person.

(ii) Investigations in respect of the above may involve delays, and possibly lead to non – acceptance by the Bank of the transaction in question.

(iii) The Bank will not be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party arising out of any delay or failure by the Bank in performing any of its duties or other obligations caused in whole or in part by any steps taken as stated above. This process may cause a delay in processing certain information and therefore the Bank does not warrant that any information on the Bank's systems relating to any payment messages and communications which are the subject of any action taken as stated above is accurate, current and up-to-date at the time it is accessed whilst such action being taken. The Bank will, however, attempt to notify you of the fact that such action is being taken/the existence of such circumstances as soon as is reasonably practicable (subject to any overriding confidentiality requirements).

(iv) The adoption of the above procedures shall not be construed to imply any warranty whatsoever on the Bank's part towards its customers. In this respect, the Bank shall not be liable for any losses or damages suffered by customers on account of any Telegraphic Transfer.

It is prudent commercial practice for customers to make their own investigations beforehand in this respect.

**26. Conditions for Telegraphic Transfers (Cross – border Credit Transfers etc.):**

- a. In the absence of any specific instructions to the contrary the Telegraphic Transfer will be effected in the currency of the country in which payment is to be made.
- b. Unless otherwise instructed, all charges incurred outside Malta are for the account of the beneficiary.
- c. The Bank reserves the right to draw this Telegraphic Transfer on a different Bank from that specified by the remitter if operational circumstances so require.
- d. Telegraphic Transfer is to be dispatched entirely at the remitter's own risk.
- e. Where the Bank is unable to provide a firm exchange rate quotation the Bank shall effect the remittance on the basis of a provisional exchange rate, which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Applicant's account.
- f. The Bank is at liberty to send the Telegraphic Transfer either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received unless such error is due to its wilful negligence or gross misconduct.
- g. Applications for same day value are subject to cut-off time related to the geographical location of the destination.
- h. Because of regulatory requirements in certain countries, when transmitting funds overseas, the Bank may be required to include, in addition to the remitter's name, details such as remitter's

account number, address, and purpose of the transfer. Omission of requested details may result in processing delays at the beneficiary bank OR return of funds.

- i. In the case of Telegraphic Transfers which are to be routed via the USA for credit to a beneficiary's account inside or outside the USA, customers are warned that funds may become attached under prevailing US sanctions. Remission of funds will therefore be made on customers' sole responsibility.
- j. The Bank reserves the right to debit customers accounts with any penalty fee claimed by foreign banks due to non-STP (Straight Through Processing) for Telegraphic Transfers lacking the required data or incorrect format of the IBAN / SWIFT Codes / Local Clearing Bank Codes, etc.
- k. The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions which relate to 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 other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or customers' instructions sent to or by the customer or on its behalf via the Bank's system or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.
- l. Notwithstanding any provision of these Conditions, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:
  - (i) any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties hereunder or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations; or
  - (ii) the exercise of any of the Bank's rights under this clause.
- m. In certain circumstances, the action which the Bank may take may prevent or cause a delay in processing 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 and customers' instructions which are the subject of any action taken pursuant to clauses 26K and 26L are accurate, current and 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 endeavour to notify the customer of the existence of such circumstances as soon as is reasonably practicable.
- n. Personal data in relation to transactions effected via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may be required to be disclosed to the United States authorities in order to comply with legal requirements applicable in the United States for the prevention of crime.
- o. Customers hereby authorise the Bank and give it their consent to share all information held about them or relating to their accounts with other HSBC Group Companies worldwide and to use third parties, whether within or outside the EEA and who are bound by confidentiality agreements, to process information and provide services, such as IT services; and to pass information to selected third parties for their marketing purposes; and to disclose information about them and their account(s) to any party for debt collection, judicial proceedings and fraud prevention.

## **27. Miscellaneous**

- a. Where the account in question is a joint account, the reference in these Terms to 'Customer' shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and be jointly and severally liable for all the transactions and dealings effected by using the Services.
- b. Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation and an unincorporated body of persons.

## **28. ENCRYPTION AND VIRUSES**

- a. You should be aware that we use a high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside Malta. It is your responsibility to ensure that, if outside Malta, your ability to use the Internet Banking Service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Internet Banking Service in these jurisdictions.
- b. The Internet Banking Service is accessed through the Internet, which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device which you use to access the Internet Banking Service is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components.
- c. Due to the nature of the Internet Banking Service, we will not be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused by you using BIB unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- d. You will not be able to use the Internet Banking Service unless the software you are using has a minimum level of encryption. Further details of this can be found on the 'Help' pages of the Internet Banking Service.
- e. You agree to be bound by the terms of the licence or similar agreement governing the use of any software used to enable you to the Internet Banking Service. If you do not agree to such terms or agreement you should not use the Internet Banking Service.
- f. You should be aware of any export restrictions contained in any software used to enable you to use the Internet Banking Service and should keep up to date with such restrictions and the other terms of the software licence or other agreement by regularly checking the relevant software publisher's website.
- g. You should be aware that we use a very high level of encryption and accordingly you should take advice local to the jurisdiction from which you are using the Internet Banking Service to ensure that the encryption software can be taken into or out of and/or used in the relevant country or countries without breaching any application laws

## **29. E-Statements**

Your account statements will henceforth be sent to you electronically. On statement due date you will receive a message informing you that your statement is available. You will need Acrobat © Reader (version 3.0 or above) to view, save or print your statement. In the event that you do not have this software on your PC, you may download it free of charge from [www.adobe.com](http://www.adobe.com). If you prefer the traditional method of us mailing to you paper statements you may deselect the e-statement option. Paper statements, for joint accounts, will be received if any party to a joint account has not registered for Internet Banking or if any party deselects the e-statement option.

## **30. Governing Law and Jurisdiction**

The Services and these Terms shall be governed by and construed in accordance with the laws of Malta. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts in Malta but these Terms may be enforced in the Courts of any competent jurisdiction.