

HSBC Expat
Banking Terms and Conditions
Effective from 1 March 2019

Banking Terms and Conditions

This agreement is between us, HSBC Expat, a division of HSBC Bank plc, Jersey branch, and you, the person or persons we've opened HSBC Expat accounts for. Your agreement with us consists of these HSBC Expat Banking Terms and Conditions together with additional terms that apply to any products or services that we provide to you now or in future.

Additional terms include:

- our Tariff of Charges; and
- our account opening application and any further terms we provide to you (together referred to as "The Terms").

If there is a conflict between these HSBC Expat Banking Terms and Conditions and any additional terms, the additional terms will apply. These Terms are available on our website: expat.hsbc.com or you can telephone us and ask for a copy.

Privacy

Your privacy is important to HSBC.

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This doesn't affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We've provided our Privacy Notice to you separately and will inform you when we make any changes to it. You can also find it online at: expat.hsbc.com

HERE'S HOW YOU CAN CONTACT US:

Telephone our Customer Care Team

+44(0) 1534 616028

Our Customer Care Team is open Monday to Friday, 8am - 5pm (UK time).

Outside of these hours, our 24/7 Contact Centre is here to assist you by calling +44(0) 1534 616313.

We may monitor and record telephone calls so we can improve our services and for security reasons.

Online

If you're an existing customer and use our Online Banking Service, you can use the Contact Centre to send us a Secure Message once you have logged on.

Alternatively, you can email us at: Expat.Customer.Care@hsbc.com

Our website is: expat.hsbc.com

Post

Write to us at the following address:

Customer Care Team
HSBC Expat
HSBC House
Esplanade
St Helier
Jersey JE1 1HS
Channel Islands.

ELIGIBILITY FOR HSBC EXPAT

You must apply to open an HSBC Expat account. Your application is always subject to acceptance by us. We may refuse an application without giving a reason.

HSBC Expat is not available to you if the laws and regulations that apply to you or the country in which you live do not allow it. The products and services we offer change and we may not always be able to offer them to you, now or in future. If your citizenship or residency change you must tell us. We are not responsible to you if we cannot continue to offer or provide HSBC Expat products or services to you for any reason.

To open and maintain HSBC Expat accounts you must meet our eligibility criteria at all times. Our eligibility criteria can be found in the Tariff of Charges on our website: expat.hsbc.com. Our eligibility criteria may change from time to time.

Other than:

- for the first 3 full calendar months after your HSBC Expat account is opened; or
- where you hold an active HSBC Premier relationship with any part of the HSBC Group that meets the eligibility requirements for HSBC Premier in the country where it is held; or
- if you are a Premier customer and have an annual sole salary that meets our salary criteria in our Tariff of Charges, for at least one of you if you have a joint account,

you must always maintain our minimum relationship balance ("Relationship Balance"). If you don't we may charge you an underfunding fee ("Underfunding Fee").

Our Underfunding Fee is charged on each HSBC Expat account for each calendar month that you don't meet the eligibility criteria.

It is your responsibility to ensure that you maintain the Relationship Balance in your accounts. If you are charged the Underfunding Fee you authorise us to deduct this from one or more of your HSBC accounts. We usually apply the Underfunding Fee in the calendar month following a month when you do not hold the Relationship Balance.

We calculate your Relationship Balance as:

- the total average daily credit balance of all your HSBC Expat accounts and Expat investments, calculated at the end of each calendar month;
- if you have one or more HSBC Expat accounts in your name, we look at all of your HSBC Expat accounts to make the calculation;
- if you have one or more joint HSBC Expat accounts, we include those joint accounts in our calculations.

This means that if you have both joint accounts and sole accounts with us, you may be eligible for a different service for your sole accounts compared with your joint accounts. This may affect the fees and charges that you pay and the services and benefits that are available to you.

OPENING AN HSBC EXPAT ACCOUNT

HSBC Expat banking is for personal banking for people over 18 years of age. It is not for business banking or purposes.

HSBC Expat products and services are provided from Jersey. We provide services from other locations around the world using members of the HSBC Group of companies. HSBC Expat provides no branch banking services. We may change our banking hours, practices and procedures from time to time. We will usually provide you with prior notification of these changes but may not always be able to do so. Any reference in these Terms to a time is a reference to time in the United Kingdom.

We offer money transmission accounts in sterling, US dollar and euro currencies and savings accounts in multiple currencies. These currencies may change and may not always be offered or available. If you don't add any money to your account within 3 months of it opening we may close it immediately and without notice to you.

INFORMATION WE NEED FROM YOU AND WHEN WE CAN DISCLOSE INFORMATION ABOUT YOU

If we ask, you must provide us with information about you, your wealth, the source of your wealth during your lifetime and any transactions you undertake or wish to undertake.

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind:

- you might not be able to keep banking with us;
- we might try to get it from somewhere else; or
- we could block or close your accounts.

You must make sure the information you give us is accurate and up to date and tell us if anything changes within 30 days.

We'll use your information as explained in our Privacy Notice. We'll also give it to others if required by law or if we need to disclose it to protect our own interests (e.g. in legal proceedings) or where we have your agreement to disclose it.

If you appear to be tax resident outside of Jersey, then regulations on international tax transparency may require us to report certain information about you and certain Connected Persons to the Jersey tax authority where your account is held. Under international agreements to exchange account information, that Tax Authority may transfer this information to the Tax Authorities of other jurisdictions in which you or a Connected Person may be tax resident.

TAX COMPLIANCE

Your tax responsibilities depend on where you live, where you do business and some other factors. It's up to you to make sure you meet these obligations. We can't provide tax or legal advice so if you think having an account with HSBC might affect your tax position, you should speak to an independent advisor. This also applies to connected persons. A connected person is a person or entity you have a connection with that's relevant to your relationship with us. For example, anyone you send a payment to, anyone who operates an account for you, anyone entitled to money in your accounts etc.

COMMUNICATION WITH YOU

We'll always use English to communicate with you.

You must provide us with your full current principal residential address, any correspondence address and your email address and telephone numbers. We will not accept post office boxes as your residential address. You must ensure that the contact details you provide are accurate and that you notify us of changes within 30 days. Our communications with you may contain confidential and personal information. If anyone else has access to your email, mobile phone or other devices they may see these confidential communications. You allow us to contact you for service or operational reasons using any contact details we hold for you, including any telephone number, email address, Secure Message in Online Banking or any residential address where you have provided a correspondence address. We may record telephone numbers you call us from and may use them if we need to contact you.

For security and operational reasons, we may use specialist courier services to send some documents to you if you live in certain countries or locations. You agree that we may charge you reasonable courier charges.

Before we do certain things (e.g. provide information about your

account, or make payments) we need to check we're dealing with you and that you've authorised the action we're taking. We may not be able to assist you if we are unable to identify you or we may ask you to provide further evidence of your identity. When you use your security details to operate Telephone, Online or Mobile Banking or you use a payment device (or another service we provide for accessing your accounts), we'll assume we are dealing with you and you have authorised the instruction we receive. We may change the ways we check your identity.

STATEMENTS AND OTHER INFORMATION WE'LL GIVE YOU

When we make or receive a payment, take charges or apply interest we'll give you details by updating the information we provide through Online Banking. This information will also be available if you ask for it using Telephone Banking.

We'll send you paper statements by post every 12 months. We'll also provide statements in the Online Banking Service unless you've specifically asked us for paper statements. We'll send statements by post if they aren't available in Online Banking. Please ensure that you maintain an active Online Banking Service profile or we will revert to paper statements and you may be charged. If you have a joint account and one of you uses the Online Banking Service, you will only receive statements via on online banking.

We'll only send a statement if there's been a payment out of your account since the last statement we gave you. We'll send you a summary of any charges on your accounts every 12 months or a closing statement if an account is closed. You can ask us to post you a copy of a statement. Any fees for issuing paper statements or issuing copies of statements are given in our Tariff of Charges.

To help us and you prevent fraud, you must tell us as soon as possible if you think there are any unusual or incorrect transactions on your accounts. If you don't do so within 13 months of the date of the transaction, you won't have a right to a refund.

It is important to view your transactions regularly and keep track of your balance, including any overdraft usage. If you have opted to receive online statements, we'll send you an email message when your statement is ready to read.

KEEPING UP SECURITY

We'll do all we reasonably can to prevent unauthorised access to your account. You must also act reasonably to prevent misuse of your account by keeping your payment devices, security devices, card readers, personal information number and security codes (collectively your "Security Details") safe. To prevent misuse of your accounts you must:

- keep your card and other Security Details safe and never write down or record your Security Details in a way that could be understood by someone else;
- keep your Security Details unique to your accounts with us and choose Security Details that are not easy to guess;
- take care to ensure that no one hears or sees your Security Details when you use them;
- not disclose the Security Details when using the cards to make payments;
- not disclose your Security Details for mail order payments or when paying for goods and services over the telephone or through the internet;
- not allow anyone else to have or use your card, or any of your Security Details and not disclose them to anyone, including the police and us, except your card number and other card details when using your card to make payments, and your Security Details when using the Telephone Banking Service or Online Banking Service (but even then do not disclose in full);

- keep card receipts and other information about your account containing personal details (such as statements) safe and dispose of them safely. People who commit fraud use many methods, such as searching in rubbish to obtain this type of information. You should take simple precautions, such as shredding paper containing this information;
- change your Security Details immediately and tell us as soon as possible if you know or suspect that someone else knows any of those details, or if we ask you to;
- contact us immediately if any card or your Security Details are lost or stolen, or you suspect someone has tried to use them or we ask you to contact us about a suspected fraud;
- sign each card as soon as you receive it if it bears a signature strip and not tamper with the card;
- comply with the instructions, recommendations and advice we issue regarding keeping your card and Security Details safe;
- when you call us, we will confirm your identity using our current security procedures. We will never ask you for more than two digits of your security number;
- when we call you, we will never ask for details of your Security Details to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your account; and
- when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your account if anyone else overhears you speaking to us on the telephone.
- keep your internet enabled device secure by using and staying up to date with security software containing anti-virus, anti-spyware and firewall technology, and software and operating system patches;
- keep any security devices and Security Details secret – we will never ask you for your online banking security information in full;
- if accessing via an internet browser, always access the Online Banking Service by typing in our URL, never go to the Online Banking site from a link in an email and then enter personal details;
- never access the Online Banking Service from any internet enabled device connected to a local area network (LAN) (this is usually the case for computers you use at work) or any public internet access device or access point (e.g. at an internet cafe) without first making sure that no one else will be able to observe or copy your access, or get access to the Online Banking Service, by pretending to be you;
- never record your Security Details on any software which retains them automatically (e.g. any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining them is a specific function of a banking service provided by us;
- if you have logged on to the Online Banking Service, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
- follow all security measures recommended by the manufacturer of the device you use to access the Online Banking Service, e.g. the use of personal identification numbers for smartphones and/or tablets with internet access.

We may ask that you co-operate with us, or any governmental authority, in relation to any investigation into the actual or suspected misuse of your accounts, including reporting any unauthorised transactions to the police promptly if we request it.

We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or detect financial crime or recover losses.

TELEPHONE BANKING SERVICE

If you use the Telephone Banking Service you will require a Personal Banking Number (PBN) and a Telephone Banking Service PIN. You must keep your PBN and Telephone Banking Service PIN secret and prevent unauthorised use of the Telephone Banking Service. When you use the Telephone Banking Service, you will be asked to enter your PBN followed by your Telephone Banking Service PIN using the buttons on your telephone keypad. If you call us, we'll never ask for more than two digits of your security number to identify you as the account holder.

We may refuse to carry out a payment instruction using the Telephone Banking Service if it exceeds a particular value or if we believe there is a reason to do so, such as a suspected breach of security. We may carry out further security measures to verify the instruction has been authorised by you and this may delay completion of the payment instruction.

We may suspend or terminate any part of our Telephone Banking Service at any time for maintenance, service or security reasons. We will usually inform you in advance, but this may not always be possible.

JOINT ACCOUNTS

We will only accept a mandate from you to operate your HSBC Expat accounts if it permits each person to operate them at all times. Each person to a joint account can operate the account and we won't check with any other before carrying out any instruction from one of you. This includes:

- requests for an overdraft or credit;
- opening and closing a joint account, savings account or service with HSBC Expat;
- applying for and operating Online or Mobile Banking Services or other service or products we offer now or in future;
- all other account operations.

All joint account holders will be jointly and severally responsible for repaying any money you owe us, including where we have agreed to provide an overdraft or credit.

If any one account holder tells us there's a dispute we may continue to pay all existing standing orders and Direct Debits, but all parties must jointly authorise all other payments. If there's no money in an account over which you notify us of a dispute, any one of you can ask us to close it.

If everyone agrees, you may ask us to add a person to an account. Everyone added to an account may see all the account information, including historical information from before the account was changed.

A person cannot be removed from a joint account which must instead be closed and a new joint account opened by those people who wish to do so.

If we've been given proper and satisfactory official evidence that one of you has died, we'll transfer a joint account into the names of the remaining account holders.

OTHER PEOPLE WHO MAY OPERATE YOUR ACCOUNT

You may allow another person to operate your account if you give us a signed third party mandate or Power of Attorney which operates under Jersey law. If you're not able to operate your account for any reason (such as mental incapacity), another person may be appointed to act for you. That person will need to provide us with satisfactory legal documents that apply under Jersey law upon which we will allow that person to use your account and they and you will be responsible for everything they do. We may stop a person using your accounts if we suspect they are misusing your accounts or breaking a law or other requirement.

PAYMENTS

This section is about payments in and out of your HSBC Expat accounts. Some accounts, such as savings accounts, have restricted or no external payment capability. Please check before you wish to make a payment that your account permits it. Charges apply to using certain payment services - please refer to the Tariff of Charges. We don't accept or make payments in all currencies so please ask us. All payments and decisions about payments are made on working days and how we manage payments can depend on where and how the payment is made and what currency it is in. As we use multiple international payment systems and schemes, we are not able to guarantee payments will be received by intended beneficiaries at any particular times and cannot be liable for delays outside our control. You will be responsible for all costs, charges, fees and taxes we or you are liable to pay for making or receiving a payment. You agree we may deduct these from your accounts.

CHEQUES

Sterling cheques made payable to you may be sent by post to us together with written details of your name, account number, address and your signature. We will only be responsible for cheques once we have received them.

We do not accept cash or travellers cheques. Non-sterling cheques less than the currency equivalent of GBP50 will be returned to you as they can't be accepted.

You must get our prior approval before sending us non-sterling cheques in excess of the equivalent of \$250,000. Without prior approval we may return the cheque to you.

Clearing of cheques are subject to the rules and clearing processes of any cheque clearing systems used by us. It may not be possible to collect all cheques in all currencies and some currency cheques may take longer than others or may be subject to restrictions such as exchange controls or delays. We will not be liable for any costs, loss, damage or delay unless it is as a result of our negligence or mistake.

You must sign and print your name on the back of any non-sterling cheques you wish pay into your account. Your printed name should be the same as your name on the front of the cheque.

If you send us a cheque in a currency for which you do not hold an account, we will treat this as your instruction to collect the proceeds and then convert them into the currency of your account at our prevailing standard exchange rate.

ELECTRONIC PAYMENTS

All electronic payments to and from your HSBC Expat accounts are made in Jersey. The payment systems we use may not be the same as those in the United Kingdom or the European Union and some payment schemes such as Faster Payments may not apply in Jersey. We may return payments with incomplete, conflicting or incorrect details. If we receive a payment in a different currency to the currency of your account, we will convert the payment into the currency of your account at our prevailing standard exchange rate.

PAYMENTS INTO YOUR ACCOUNT BY MISTAKE OR FRAUD

If a payment is fraudulently or mistakenly paid into your account, it may later be recovered. We'll take back any money we pay into your account if it's our mistake. This may happen after the money is paid away. If we're told that a payment wasn't meant for you (e.g. if the payer used the wrong account number), we'll contact you. If you tell us the payment wasn't a mistake we may ask to share all relevant information with the paying bank, including your name and address and transaction information, so that the payer can contact you directly.

WHAT HAPPENS IF THERE ARE INCORRECT OR UNAUTHORISED PAYMENTS ON YOUR ACCOUNT?

If you give someone your payment device or security details and they use them to make a payment, we will treat the payment as if you'd authorised it. This is why you must not tell anyone your security details or allow anyone access to your payment device.

Question	Answer
What is an incorrect payment?	A payment that has not been sent to the person or account you specified when you instructed us to make the payment.
What is an unauthorised payment?	A payment made from your account which wasn't authorized by you or someone you've authorised to make payments on your account.
What is 'gross negligence'?	Gross negligence is when you do something with a very significant degree of carelessness.
What must you do if you notice an incorrect or unauthorised payment?	You must call us as soon as you can.
Will we always make a refund?	No. We won't make a refund: <ul style="list-style-type: none">• for an incorrect payment, if we can prove that the payee's bank received the payment;• for an unauthorised payment, if we know you've been grossly negligent or we reasonably suspect fraud on your part;• for an incorrect or unauthorised payment if you don't tell us within 13 months after it was made.

PAYMENTS FROM YOUR ACCOUNT

You can make the following types of payments from your account:

- payments using our Online or Mobile Banking Service or our Telephone Banking Service;
- standing orders and Direct Debits (for sterling bank accounts only);
- debit card payments and cash withdrawals using certain ATMs (if we have issued you a debit card);
- cheques (but only if we have provided you with a cheque book).

HSBC Expat does not operate a branch network. Other than ATMs we do not provide cash or permit cash withdrawals.

We'll make a payment from your account if you instruct us to unless:

- you don't have enough money in your account (including any overdraft);

- you haven't given us the account or reference details or we know they're incorrect;
- you've asked us to send the payment in a particular way and the recipient's bank doesn't accept them;
- you've not provided any extra identification or information about the payment that we've reasonably asked for;
- the payment exceeds a limit that we tell you when you make the payment,

or we or another HSBC Group company reasonably believe:

- there has been a breach of security or misuse of your account, security details or a payment device;
- there has been fraudulent or criminal activity of any kind whether or not linked to your account or your relationship with us and it's reasonable for us not to make a payment;
- it would cause us to breach a law, regulation, code, court order or other duty, requirement or obligation or expose us to action or censure from any government, regulator or law enforcement agency; or
- someone else may have a claim over the money.

If we're able to make some but not all of the payments, we'll pay cheques first and then Direct Debits and standing orders and, if there's more than one, we'll start with the smallest payment.

You can always call us immediately to find out why we've refused a payment and what you need to do to correct any errors that made us refuse it and we'll tell you unless we're prevented by law or any regulation or for fraud prevention or security reasons. You can also get transaction information through Online, Mobile and Telephone Banking.

You must be careful when making payments to ensure that you use the correct beneficiary details. We are not always able to recover payments made using incorrect beneficiary details. We do not accept liability for any loss if you provide us with incorrect or incomplete beneficiary details.

BLOCKING PAYMENTS AND SERVICES

We may block any payment device (and your access to related services such as Telephone, Mobile and Online Banking Services) if we reasonably believe it's necessary because of:

- significantly increased risk that you may be unable to pay any money you owe us on the relevant account;
- suspected fraudulent or criminal use of the payment device;
- security concerns (e.g. if we know or suspect your payment device and/or security details have been misused); or
- our need to comply with legal and regulatory obligations that apply to us or you anywhere in the world.

If we do this, we'll usually let you know why immediately afterwards, unless we're prevented by law or any regulation or for security reasons. We'll unblock the payment device as soon as the reason for blocking it ends.

We may contact you by text message, telephone or by email, even after we have accepted a payment request, for further validation checks. If we are not able to contact you, this may result in a delay in the payment being made or us not making the payment.

CHEQUE BOOKS

You may only issue cheques if we allow you. You must only use cheque books issued by us. To prevent fraud, you must take all reasonable precautions to prevent any cheque you issue being altered or used to facilitate fraud. If a cheque book is lost or stolen you must tell us immediately. You must not issue future dated, undated or incomplete cheques. You agree that we may choose not to pay any cheque you issue that is dated more than 6 months previously. It may not be possible to stop

a cheque you issue and you should contact us to request a stop without delay. You must only write cheques in the currency of your account. Cheque books remain our property at all times and must be returned upon our request.

CHARGES

You agree to pay the fees and charges that apply to our products and services, details of which are in our Tariff of Charges online: expat.hsbc.com. We may change our fees and charges and will give you 30 days' notice of any change or a new fee or charge.

INTEREST RATES

Our credit interest rates are available online.

Credit interest on sterling accounts is calculated on a 365-day basis. Interest on most other currency accounts is calculated on a 360-day basis. Interest rates are set according to the type of account and the amount deposited. Interest is paid monthly on current accounts, savings accounts, Online Saver accounts and Bonus Saver Accounts and Quarterly Bonus Saver Accounts bi-annually in April and October on Currency Savings Accounts, 30 Day and 90 Day Notice Accounts and Multi Currency Cheque Deposit Accounts. Bonus interest is paid monthly for Online Bonus Saver and quarterly for Quarterly Bonus Saver accounts. Credit interest is not payable on all our accounts. Interest is credited to the balance of the account to which it applies. Negative interest may be applied to credit balances for some currencies.

We may change the interest rates applied to credit balances. If we do this, we will update the information on our Online Banking Service or our website within three working days of any change.

OVERDRAFTS

If you are an HSBC Premier customer you may apply for an overdraft on your HSBC Expat account.

Overdrafts are only for short-term borrowing and aren't available on savings accounts.

If we agree an arranged overdraft, you must make monthly payments into your account to reduce what you owe.

If we give you an unarranged overdraft, you must return your account to credit or within any arranged overdraft limit as soon as possible.

Unless we have agreed other terms with you in writing, we may, at any time, withdraw your overdraft facility and demand immediate repayment of any money you owe to us. We may also notify you that we have cancelled, reduced or increased your overdraft limit.

Overdraft interest is calculated daily on the cleared debit balance of your account. We will charge you overdraft interest as set out in our Tariff of Charges here: expat.hsbc.com. Unless we agree otherwise with you, we will continue to charge overdraft interest at the same rate and on the same basis after demand or withdrawal has been made. In the event of demand, interest will be calculated on the amount demanded.

We may change the amount by which your overdraft interest rate is set above or below the Bank of England Base Rate, the US Federal Reserve Funds Rate or the European Central Bank Repo Rate. If the change is unfavourable, we will give you at least 30 days' advance personal notice. If it is favourable to you, then we will tell you about the change within 30 days.

Our overdraft interest rates follow the Bank of England Base Rate (for sterling overdrafts), the US Federal Reserve Funds Rate (for US dollar overdrafts) or the European Central Bank Euro Repo Rate (for euro overdrafts). If the underlying rate changes, then our overdraft rates will change within one calendar month. If we do this, we will update the information on our Online Banking Service or our website within three working days of any change.

SET-OFF

If you have money in one of your accounts we may choose to set it off against any amount you owe us, or any other HSBC group company, which is due for payment. Amounts owed include amounts owed under a loan, credit card, mortgage or overdraft. Our set-off right applies to accounts in your name only and to accounts you hold jointly with another person (X) as shown below:

Money in account for:	Set-off against money owed by:
You only	You
You only	You and X
You and X	You
You and X	X
You and X	You and X

We can use money in your account even if there's a court decision against you or you're fined (including interest arising after the date of the final decision or fine), unless we're prevented by the court or by law. If you have money in a foreign currency, we may convert it to pounds sterling using the HSBC Exchange Rate when we use our set-off right. If we receive a legally valid notice to hold or pay money in your accounts to someone else, we won't set-off against this money. We will notify you after we have exercised our right of set-off.

INACTIVE ACCOUNTS

If there have been no active transactions on your account, other than direct debits or standing orders, for more than 12 months we will treat it as an inactive account. An inactive account will not be restricted and may be reactivated if you undertake a transaction. If you don't undertake any transactions on an inactive account for a further 12 months, the account may become restricted. To protect your money, no payments, including direct debits and standing orders, are permitted on a restricted account until it is reactivated. To reactivate a restricted account, you will need to contact us by telephone and may be required to provide additional identification information.

HOW YOU MAY CLOSE YOUR ACCOUNTS

You can close your account and end this agreement by telling us. As soon as you do, any account benefits will end. You'll have to pay all normal fees and charges for using the account. We'll send you any balance when everything you owe us has been paid.

If you die we will usually require your executors to obtain a Grant of Probate or Grant of Representation issued by the relevant authority in Jersey before releasing any money.

HOW WE MAY END THIS AGREEMENT AND CLOSE ACCOUNTS

We may end the agreement and close your accounts immediately and without notice if you:

- have seriously or persistently broken this agreement;
- acted abusively, offensively or violently towards our staff;
- weren't (or are no longer) entitled to open or have your account or the service;
- haven't provided us with adequate information that we've requested or
- provided us with false information.

We may also end the agreement and close your accounts immediately if it's reasonable for us to believe that you:

- have or are using or obtaining or allowing someone else to use an account, service or money illegally or fraudulently;

- are using an account for a purpose not covered by this agreement;
- are involved, in any criminal activity whether or not linked to your account or your relationship with us;
- have placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation or we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency;
- or your accounts, security details or payment device may have been subject to a breach of security or misuse.

We can also end the agreement and close your accounts, without having to provide any reason, by giving you at least 30 days' notice if:

- you no longer meet the eligibility criteria for HSBC Expat from time to time;
- you open an account and do not pay any money in during the first three calendar months; or
- hold an account balance of less than USD1,500 (or currency equivalent) and there has been no transactional activity on your account for at least 12 months.

If you or we close an account or end the agreement, we'll take any debit card payments that haven't yet been charged to the account and charges and interest which haven't yet been applied to your account, before we pay what is left to you. If any transactions occur after your account is closed and you made them at a time the account was open, you agree that you will be indebted to us even after this agreement has terminated and your accounts closed.

You're responsible for cancelling payments into and out of your account before it is closed. Upon closure, you must destroy any debit cards or unused cheques or return them to us if we ask.

CHANGING THE TERMS

Our agreement has no fixed end date so it's likely we'll need to make changes to these Terms in future. As we cannot know precisely why we might need to make changes to the Terms, we may make changes for reasons that aren't covered here.

We can tell you about changes by giving you notice on our website expat.hsbc.com, through our Online Banking Service, through our Telephone Banking Service or personally.

When we tell you about a change personally, we may do this by post, email, Secure Message, a message on your statement or in another way that will be sent to you individually.

We may make changes to the Terms including changes to any charges in the Tariff of Charges and changes to the basis on which we charge for operating or providing products and services:

- if the change is favourable to you, within 30 days of the change; or
- if the change is not favourable to you, by giving you reasonable advance personal notice.

YOUR RIGHTS WHEN WE TELL YOU ABOUT A CHANGE

If we give advance notice that we're going to make a change to this agreement and you don't tell us you want to close your account before that change takes place, or within the next 30 days (if longer), then the change will apply automatically at the end of the notice period. If you tell us that you don't want to accept the change you can close your account without charge.

OTHER IMPORTANT TERMS

These Terms and the products and services we offer or provide to you are governed by the laws of Jersey. You agree that the courts of Jersey shall have jurisdiction to resolve any dispute about these Terms.

A person who is not a party to these Terms will have no rights to enforce them or any part of them.

We won't be responsible for any losses you may suffer if we can't perform our obligations under this agreement due to any legal or regulatory requirements anywhere in the world or any abnormal or unforeseeable circumstances which are outside our (or our agents' or subcontractors') control and which we couldn't have avoided despite all efforts such as industrial actions or system failures. We won't be liable to you for losses you suffer that we could not have anticipated, loss of goodwill, loss of business and loss of any opportunity to you.

If any part of these Terms are or become unenforceable in any way, this will not affect the validity of the other Terms.

If we relax or do not enforce any of these Terms from time to time this will not prevent us from enforcing them at a later time.

We may transfer all or any of our rights and obligations under this agreement and in relation to your accounts to someone else but we'll only transfer obligations to someone we reasonably consider capable of performing them and who is authorized or recognised by our regulator as being able to accept deposit. You can't transfer any of your rights or obligations in relation to this agreement, your account, or your account itself, to any other person.

We may appoint other HSBC Group companies and other third parties to act as our agent or provide services to us in relation to this agreement and your accounts.

To the extent permitted by law, you, and we, agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 shall apply to any other party to these Terms in relation to these Terms.

If you are resident but not domiciled in the United Kingdom and use an HSBC debit card or credit card or American Express® International Currency Card in the UK this may be treated by UK tax authorities as attracting UK or other tax liability. Your tax position will depend on your personal circumstances and you should seek further guidance from your tax adviser.

ADDITIONAL PRODUCT TERMS

Additional terms apply to the following products:

BONUS SAVER ACCOUNT

The Bonus Saver Accounts are only available if you are registered for the Online Banking Service. The account may only be opened in your name.

The account is available in various currencies. Not all currencies are available at all times. You are required to keep a minimum balance in cleared funds of GBP5,000, USD5,000 or EUR5,000 for each of these currencies, or the equivalent of GBP5,000 for all other currencies, in order to earn interest in the relevant currency.

You may pay into and withdraw from your Bonus Saver Account at any time.

You may only make payments into or out of your Bonus Saver Account from your HSBC Expat accounts and you cannot set up Direct Debits or standing orders.

If you maintain the minimum balance, you will be paid the standard Bonus Saver Account rate of interest each month.

For each qualifying period that you maintain the minimum balance and make no withdrawals, you will be paid the additional Bonus Interest.

The qualifying period is:

- for the Online Bonus Saver account, each full calendar month you maintain the minimum balance; or
- for the Quarterly Bonus Saver account, each three full consecutive calendar months you maintain the balance.

If you maintain the minimum balance in the first month of opening your Bonus Saver account, we will count that first part month only as a full calendar month for determining your qualifying period.

All interest paid on the Bonus Saver Account is calculated daily and paid on the first working day in the calendar month after you qualify to receive it.

Our Bonus Saver interest rates are published on our website expat.hsbc.com under the section Savings accounts.

FIXED TERM DEPOSIT ACCOUNT (FTDA)

FTDAs are available in various currencies from time to time including sterling, US dollar, euro, Australian dollar, Canadian dollar, Hong Kong dollar, Swiss francs and Japanese yen.

Not all currencies are available at all times and other currencies may be available upon request. Minimum and maximum deposit amounts may apply. You can only deposit one amount of money into a FTDA for a fixed term agreed by us. You cannot pay additional amounts to your FTDA after it has opened.

The interest rate you will receive is fixed for the agreed term. Interest may be positive or negative and will be calculated daily on the cleared balance.

For an FTDA longer than 12 months:

- Interest is paid annually to your HSBC Expat account; and
- at the end of the fixed term.

For an FTDA of 12 months or less:

- Interest is paid upon maturity into your FTDA; and

unless you advise us not to, we will automatically renew the FTDA for the same term (or one as similar as possible) as that which expired at the prevailing rate of interest we offer for that term.

To prevent automatic renewal, you need to contact us before midday the working day before maturity for a sterling FTDA and 2 working days before maturity for currency FTDA.

When an FTDA expires or you close it, we will pay your current balance into your HSBC Expat account.

You may ask us to allow you to withdraw the entire deposit before the end of the agreed term and close your FTDA. Partial withdrawals are not allowed.

You will cease to earn any interest from the date of your request to withdraw and we will deduct a fixed fee of GBP50 (or currency equivalent). You may also be charged a further fee reflecting any extra cost we incur in funding the withdrawal and repayment to you. This will depend on the current balance, the unexpired term and current market rates for deposits. We will provide you with a statement at the start and end of the term of your FTDA.

RENMINBI CURRENCY SAVINGS ACCOUNT AND FIXED TERM DEPOSIT ACCOUNT (FTDA)

Your renminbi Currency Savings Account ("renminbi CSA") or renminbi Fixed Term Deposit Account ("renminbi FTDA") will be held in the "Offshore currency CNY". The renminbi is the official currency of the People's Republic of China.

There are two markets for renminbi called "Onshore" and "Offshore". The Onshore currency can be remitted into mainland China and Macau whilst the offshore currency is held offshore and cannot be remitted in to mainland China and Macau.

Making payments or transfers from a renminbi CSA or a renminbi FTDA into mainland China and Macau is not permitted.

You can make payments from a renminbi CSA or a renminbi FTDA using the Global Transfers facility in our Online Banking Service, our Telephone Banking Service or by written instruction.

Deposits into a renminbi CSA or FTDA from either another HSBC account or an account at another bank, shall be by way of inward electronic payment only and no cash or cheque deposits are permitted. Withdrawals from your renminbi account shall be by way of outward electronic payment only and no cash withdrawals are permitted.

HSBC Expat does not have a set limit for the value of overseas electronic payments of renminbi. However, other banks may restrict amounts they will send or receive and it is your responsibility to check if this will affect any money you wish to send or receive.

We may reject or refuse any or part of any inward payment or outward payment, or reverse any or part of any inward payment, outward payment or transaction if:

- we are of the view that such inward payment, outward payment or transaction is in violation of any applicable rules or these Terms; or
- a correspondent bank or the beneficiary bank should at any time reject or return such outward payment, on any ground (whether or not disputed); and

You will be responsible for payment of all costs, expenses, fees and taxes in relation to holding or transacting in renminbi. We shall not be liable to you for any losses, including exchange rate losses, damages arising from you holding or transacting in renminbi.

Foreign exchange transactions in renminbi currency

Exchange rates and interest rates quoted by HSBC Expat are based on renminbi CNY Offshore market pricing.

You should be aware of the potential risks of banking in a currency that is not your usual currency.

Fluctuations in exchange rates may also impact adversely when converting currencies to and from renminbi. For example, due to foreign exchange fluctuations, the actual sterling equivalent of a renminbi deposit could be smaller than the original amount deposited in sterling (i.e. there is a risk of loss of principal on a sterling basis). Please also remember that past performance of a currency is not necessarily an indication of its future performance.

HOW TO MAKE A COMPLAINT

If we do not provide the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again. Please contact us using the details below; we'll send you a written acknowledgment within 48 hours and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

By Telephone, Online, Post

Telephone our Service Recovery Team

+44 1534 616 028

We're here Monday to Friday, 8am - 5pm (UK time).

Outside of these hours, our 24/7 Contact Centre will assist you.

+44 1534 616 313.

To help us continually improve our service, and in the interest of security, we may monitor and/or record your communication with us.

If you're an existing customer and use our Online Banking Service, you can use the Contact Centre to send us a Secure Message once you have logged on.

Alternatively, you can email us at:

expat.customer.relations@hsbc.com

Service Recovery
HSBC Expat
HSBC House
Esplanade
St Helier
Jersey
JE1 1HS
Channel Islands.

If you still remain dissatisfied you may be entitled to refer your complaint to the ombudsman service in your country using the contact details set out below:

Channel Islands Financial Ombudsman (CIFO)
P O Box 114
Jersey
Channel Islands
JE4 9QG

Website: www.ci-fo.org

Email: enquiries@ci-fo.org

Jersey local phone: 01534 748610

For concerns relating to our Hong Kong branch office, you also have the right to refer the matter to the Complaint Processing Centre of the Hong Kong Monetary Authority at:
55/F, Two International Finance Centre
8 Finance Street
Central
Hong Kong.

For monetary disputes about a product, service or advice provided by our Hong Kong branch office, and which meet the eligibility requirements of the Terms of Reference for the FDRC, you have the right to refer the matter to the Financial Dispute Resolution Centre (FDRC) at:
Unit 3701-4
37/F, Sunlight Tower
248 Queen's Road East
Wan Chai
Hong Kong.

In order to be eligible for resolution of disputes under the Financial Dispute Resolution Scheme administered by FDRC, a written complaint must be filed with us and a final written reply in respect of the complaint has been issued or no final written reply has been issued within 60 days. Also, the dispute must be of a monetary nature not exceeding HK\$500,000 (including any interest on any amount alleged to be a loss) or the foreign currency equivalent.

Data provided to Hong Kong branch

Where personal data is being or has been collected by our Hong Kong branch office, in addition to the Privacy Notice that explains how we will use Customer Information, you will be given the Notice relating to the Personal Data (Privacy) Ordinance that applies to you and other individuals (the "Notice") which also contains important information about how our Hong Kong branch office will use such information provided to the Hong Kong branch office. You must ensure that every Connected Person whose information has been or will be collected by us in Hong Kong has been notified of and agreed to the Notice (as may be amended or supplemented by us from time to time).

Our Regulatory Details

HSBC Expat is a division of HSBC Bank plc, Jersey Branch who is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Investment and Fund Services Business. Principal address: HSBC House, Esplanade, St. Helier, Jersey, JE1 1HS, Channel Islands.

HSBC Bank plc, Hong Kong Branch is licensed by the Hong Kong Monetary Authority as an authorized institution in Hong Kong.

HSBC Bank plc, incorporated and registered in England and Wales number 14259, with limited liability. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (UK FCA reference number: 114216). UK registered office: 8 Canada Square, London, E14 5HQ. Please note that as this service is provided from Jersey the rules and regulations which govern this service are primarily those of Jersey rather than the UK. Further information about the regulatory regime applicable to this service is available on request.

Deposits made with our office in Jersey are not protected by the rules made under the UK's Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the UK's Financial Ombudsman Service. Deposits made with our office in Jersey are not protected deposits under the Hong Kong Deposit Protection Scheme and are not protected by such scheme. However, HSBC Bank plc, Jersey branch is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs, or on request.