

## Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) is issued by HSBC Bank Australia Limited ABN 48 006 434 162 AFSL/Australian Credit Licence 232595 and supplements the *Combined Financial Services Guide and Product Disclosure Statement with Terms and Conditions 26 February 2018* and the *Personal financial services charges – your guide 26 February 2018*.

From **16 November 2018** the following changes will take place:

The words in the left column below are deleted from the Overseas Transaction Charge fee appearing in sections 1.1, 1.2, 1.3, 1.4, 1.8, 1.9 and 1.10 of the *Personal financial services charges – your guide 26 February 2018* and are replaced with the words in the right hand column:

<b>The below words are deleted from the Overseas Transaction Charge fee:</b>	<b>The below words are now inserted into the Overseas Transaction Charge fee, to replace the deleted wording:</b>
<p>Payable when you make a transaction on your account in a currency other than Australian dollars, or you make a transaction on your account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside of Australia</p>	<p>Payable when you make a transaction on your account in a currency other than Australian dollars, or you make a transaction on your account in any currency (including AUD) that is processed/billed by either the merchant or its financial institution/payment processor outside of Australia.</p> <p>Note: Sometimes it may not be clear that the merchant or its financial institution/payment processor is located outside of Australia. HSBC has no influence over whether the merchant or ATM operator chooses to convert a transaction into local currency. You should check this with the merchant or ATM operator</p>

The words in the left column below are deleted from the Overseas Transactions Charge fee appearing in section 2.2 of the Personal financial services charges – your guide 26 February 2018 and are replaced with the words in the right hand column:

<b>The below words are deleted from the Overseas Transaction Charge fee:</b>	<b>The below words are now inserted into the Overseas Transaction Charge fee, to replace the deleted wording:</b>
<p>Payable when you make a transaction on your account in a currency other than Australian dollars, or you make a transaction on your account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside of Australia</p>	<p>Payable when you make a transaction on your account in a currency other than Australian dollars, or you make a transaction on your account in any currency (including AUD) that is processed/billed by either the merchant or its financial institution/payment processor outside of Australia.</p> <p>Note: Sometimes it may not be clear that the merchant or its financial institution/ payment processor is located outside of Australia. HSBC has no influence over whether the merchant or ATM operator chooses to convert a transaction into local currency. You should check this with the merchant or ATM operator</p>

#### **Under Clause 1.6 under Part B : Account Terms:**

The Serious Saver Account is not available for Trust, Business and Company Accounts.

#### **'Is' deleted and replaced with:**

The Serious Saver Account is not available for Trust, Business and Company Accounts. We may, however, make exceptions to this on a case-by-case basis.

# Personal Deposit Accounts

Combined Financial Services Guide and Product Disclosure Statement  
with Terms and Conditions

**26 February 2018**



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# Product Disclosure Statement

## About this Product Disclosure Statement (PDS)

This PDS contains information about Personal Deposit Accounts issued by HSBC Bank Australia Limited (ABN 48 006 434 162 AFSL 232595). It will help you to decide whether Personal Deposit Accounts are right for you, and to compare personal deposit accounts.

The PDS has 3 Parts:

- Part 1 – the PDS part of this document;
- Part 2 – the booklet Personal financial services charges – your guide; and
- Part 3 – the interest rates sheet for the particular Personal Deposit Account.

This PDS is available at [www.hsbc.com.au](http://www.hsbc.com.au) or on request, at no charge. For current fees and charges and interest rates, you can also call 1300 308 008 (or +61 2 9005 8220 from overseas).

## PDS Updates

The information in this PDS is up to date at the time of preparation. However, some information that is not materially adverse may change from time to time. Where this occurs, we will make the updated information available by way of a PDS Update. PDS Updates are available on our website at [www.hsbc.com.au](http://www.hsbc.com.au). A paper copy is also available on request, at no charge.

## Our contact details

HSBC Bank Australia Limited, Tower 1 - International Towers Sydney,  
100 Barangaroo Avenue, Sydney NSW 2000 Australia.

Phone: 1300 308 008

If calling from overseas: +61 2 9005 8220

Existing Premier Customers: 1300 301 168

Existing Premier Customers calling from overseas: +61 2 9005 8192

New HSBC Premier Enquiries: 1300 131 605

New HSBC Premier Enquiries calling from overseas: +61 2 9005 8114

Fax: +61 2 9006 5440

[www.hsbc.com.au](http://www.hsbc.com.au)

## To report lost or stolen cards, PINs, suspected unauthorised transactions or Mistaken Internet Payments

In Australia: Call 1300 308 008

Overseas: Report to any HSBC Group member bank branch or call +61 2 9005 8220.

## **HSBC Personal Deposit Accounts**

Combining local banking with global expertise, HSBC consistently strives for innovation in the products and services we provide our customers. So whether you are looking for an account to help manage your day to day banking, a savings account to earn a great rate of interest, or an account to help manage your foreign currency needs, HSBC has a Personal Deposit Account tailored to your needs.

Headquartered in London, the HSBC Group serves customers worldwide from around 4,000 offices in over 70 countries and territories in Europe, the Asia-Pacific region, North and Latin America, the Middle East and Africa. With assets of USD2,375 billion as at 30 December 2016, HSBC is one of the world's largest banking and financial services organisations.

In Australia, the HSBC Group offers an extensive range of financial services through a network of 36 branches and offices. These services include retail and commercial banking, financial planning, trade finance, treasury and financial markets, payments and cash management and securities custody. Principal HSBC Group members in Australia are HSBC Bank Australia Limited and The Hongkong and Shanghai Banking Corporation Limited.

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## Personal Deposit Accounts at a Glance

To help you decide which Personal Deposit Account best suits your needs, look over our quick reference guide below. For more information about each Account, please refer to the relevant product schedule in this PDS.

	Everyday Global	Day to Day	HSBC Premier Cash Management
<b>Account purpose</b>	Transactional	Transactional	Transactional
<b>Available access</b>	Branch, Online, Mobile and Phone Banking, Bpay <sup>®</sup> , Bank@Post <sup>™</sup> , ATM, EFTPOS	Branch, Online, Mobile and Phone Banking, Bpay <sup>®</sup> , Bank@Post <sup>™</sup> , ATM, EFTPOS	Branch, Online, Mobile and Phone Banking, Bpay <sup>®</sup> , Bank@Post <sup>™</sup> , ATM, EFTPOS
<b>Debit card available</b>	Yes	Yes	Yes
<b>Minimum term of investment</b>	None	None	None
<b>Minimum opening deposit</b>	–	–	–
<b>Average monthly balance requirement</b>	–	–	–
<b>Interest paid</b>	Monthly	Monthly	Quarterly
<b>Foreign Currency ability</b>	Yes	No	No
<b>Where is the product schedule in this PDS?</b>	Pages 8 - 10	Pages 11 - 12	Pages 13 - 14



HSBC Premier Children's Savings	Flexi Saver	Serious Saver	Term Deposit
Transactional	Savings	Savings	Savings
Branch, Online, Mobile and Phone Banking, Bpay®, Bank@Post™, ATM, EFTPOS	Branch, Online, Mobile and Phone Banking, Bpay®	Branch, Online, Mobile and Phone Banking	Branch, Online, Mobile and Phone Banking
Yes	No	No	No
None	None	None	1 Month
AUD100	–	–	AUD5,000. Varies for other currencies
–	–	–	N/A
Monthly	Monthly	Monthly	Depends on frequency you have elected for interest payments
No	Yes	No	Yes
Pages 15 - 18	Pages 20 - 22	Pages 23 - 24	Pages 25 - 27



# HSBC Transactional Accounts

# Everyday Global Account

## Product schedule

### What is it?

HSBC Everyday Global Account is an everyday bank account which gives you the option of having single or a combination of foreign currency accounts under a single account number with a Debit Card

### Key features

- Flexibility to switch between currencies to take advantage of favourable exchange rates.
- Unlimited electronic transactions including access to ATMs with no charge from HSBC\*  
\*ATM operator fees may apply
- Access to real-time exchange rate quotes. If you accept a quote, your transaction is completed instantly giving you total control of your money. Visit [www.hsbc.com.au](http://www.hsbc.com.au) for more information about our real time rates.
- Available in major currencies.
- Debit Card for secure access to your multiple currencies both locally and overseas

### Balance requirements

Minimum opening deposit – AUD 0

Average balance requirement – There is no monthly average balance requirement.

**This account can be opened in a range of major foreign currencies. Visit a branch or [www.hsbc.com.au](http://www.hsbc.com.au) for the currencies available.**

You must make your opening deposit in AUD and this becomes the “control currency” which will form your control account of your Everyday Global Account. Your control currency account remains open for as long as you hold your Everyday Global Account but you can freely open and close sub-accounts in other permitted currencies at any time.

## How deposits and withdrawals can be made in the currencies<sup>1</sup> available

	Deposit	Withdrawal
In person at HSBC branches by cash	AUD, USD <sup>2</sup> & HKD <sup>2</sup> Only	AUD, USD <sup>2</sup> & HKD <sup>2</sup> Only
By Online Banking <sup>3</sup>	✓	✓
By Mobile Banking <sup>3</sup>	✓ <sup>4</sup>	✓ <sup>4</sup>
By Phone Banking <sup>3</sup>	✓ <sup>4</sup>	✓ <sup>4</sup>
ATM (HSBC) <sup>5</sup>	AUD Only <sup>6</sup>	✓
ATM (non-HSBC ATMs) <sup>5</sup>	N/A	✓
EFTPOS	N/A	✓
BPAY <sup>®</sup>	✓	✓
By direct debit	N/A	✓
By direct credit	✓	N/A
By automatic direct deposit (eg. from your salary)	✓	N/A
By Bank@Post <sup>™</sup>	✓ <sup>7</sup>	✓
By giving written instructions to us to make regular payments to third parties on your behalf (periodical payments)	✓	✓
Other Visa Debit Transactions	N/A	✓

1. Transaction restrictions and conditions may apply.
2. All cash transactions from HSBC branches in Australia are restricted to AUD, USD and HKD. Cash withdrawals in HKD or USD for amounts greater than AUD1,000 equivalent are subject to 24 hours advance notice or branch availability. For USD and HKD cash transactions, these must be notes only and in multiples of 10. Cash transactions from HSBC branches in HKD and USD are subject to cash handling fees. For more details, see the booklet *Personal financial services charges – your guide*.
3. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service. Funds transferred from or to other financial institutions may be converted to AUD. Minimum withdrawal of AUD3 per transaction applies.

4. Deposits and withdrawals permitted between your HSBC Australia Accounts where the account name is the same. BPAY<sup>®</sup> payments also available. Minimum withdrawal of AUD3 per transaction applies.
5. Not available for trusts, self-managed super funds, or entities. ATMs outside Australia: Visa Debit cards may be used at ATMs displaying the Visa or Visa PLUS logo
6. Available at HSBC Branch ATMs in Australia only
7. Please allow up to 10 working days for cheques to be cleared and the funds credit to your Account

If any deposit is made in a currency different from any of the currencies of your Everyday Global Account, a currency conversion will be made to convert the funds deposited into your “control currency” (AUD). A fee may apply. For details, see the booklet *Personal financial services charges – your guide*

## **Interest**

Interest is calculated daily and paid monthly. The interest rate is a variable rate and the levels of account balances to which they apply are set by us and may change at any time. Current rates are available by visiting our website, [www.hsbc.com.au](http://www.hsbc.com.au) at any time or by calling us on 1300 308 008.

## **Statements**

Statements will be provided once every 6 months, unless you request they be provided more frequently.

Although separate accounts will be maintained for each currency in which funds are held, a single statement of account will be issued reflecting all Everyday Global transactions for all currencies in which Account(s) are held. e-Statements are also available. Visit [www.hsbc.com.au](http://www.hsbc.com.au) for more information about e-Statements.

## **Authority**

The Everyday Global Account operates based on one person to sign for or authorise a transaction.

## **Authority to operate Joint accounts**

If the authority to operate a joint Everyday Global Account is set up for two people to sign, transaction access will be restricted to in-branch transactions only. However if Online Banking, Visa Debit Transactions, Phone Banking and Mobile Banking is required, the joint account must be set up with one person

# Day to Day Account

## Product schedule

### What is it?

HSBC Day to Day Account is an everyday bank account with no monthly account fees, unlimited electronic transactions at any ATMs in Australia without charge from HSBC\*, and a Debit Card. \*ATM operator fees may apply

### Key features

- No monthly account keeping fee.
- Debit Card for secure access to your money.
- Access to HSBC Online Banking, Mobile Banking and Phone Banking.

### Balance requirements

Minimum opening deposit – AUD 0

Average balance requirement – There is no monthly average balance requirement.

### How deposits and withdrawals can be made

	Deposit	Withdrawal
In person at HSBC branches	✓	✓
By Online Banking <sup>1</sup>	✓	✓
By Mobile Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
By Phone Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
ATM (HSBC) <sup>3</sup>	AUD Only <sup>5</sup>	✓
ATM (non-HSBC ATMs) <sup>3</sup>	N/A	✓
EFTPOS	N/A	✓
BPAY®	N/A	✓
By direct debit	N/A	✓
By direct credit	✓	N/A

	Deposit	Withdrawal
By automatic direct deposit (eg. from your salary)	✓	N/A
By writing a cheque against the Account	N/A	✓
By Bank@Post™	✓ <sup>4</sup>	✓
By giving written instructions to us to make regular payments to third parties on your behalf (periodical payments)	N/A	✓
Other Visa Debit Transactions	N/A	✓

1. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service.
2. Deposits and withdrawals permitted between your HSBC Australia Accounts where the account name is the same. BPAY® payments also available.
3. Not available for trusts, self-managed super funds, or entities. ATMs outside Australia: Visa Debit Cards may be used at ATMs displaying the Visa or Visa PLUS logo.
4. Please allow up to 10 working days for cheques to be cleared and the funds credited to your Account.
5. Available at HSBC branch ATMs in Australia only

## Interest

Interest is calculated daily and paid monthly. The interest rate is a variable rate and the levels of account balances to which they apply are set by us and may change at any time. Current rates are available by visiting our website, [www.hsbc.com.au](http://www.hsbc.com.au) at any time or by calling us on 1300 308 008.

## Statements

Statements will be provided once every 6 months, unless you request they be provided more frequently. e-Statements are also available. Visit [www.hsbc.com.au](http://www.hsbc.com.au) for more information about e-Statements.

## Authority

The Day to Day Account operates based on one person to sign for or authorise a transaction.

### Authority to operate Joint accounts

If the authority to operate a joint Day to Day Account is set up for two people to sign, transaction access will be restricted to in-branch transactions only. However if Online Banking, Visa Debit Transactions, Phone Banking and Mobile Banking is required, the joint account must be set up with one person to sign who will have authority to operate the joint Day to Day Account.



# HSBC Premier Cash Management Account

## Product schedule

### What is it?

HSBC Premier is a global banking and wealth management service that offers customers day to day banking, international recognition, worldwide assistance, investment expertise, rewards and privileges.

### Key features

- Access through Branch, Online, Mobile and Phone Banking, ATMs, EFTPOS, Bank@Post™, BPAY®, and cheque book (optional).
- Unlimited electronic transactions including access to ATMs in Australia with no charge from HSBC\*  
\*ATM operator fees may apply
- Debit Card for secure access to your money.
- No minimum opening deposit or average balance requirement.

### Balance requirements

Minimum opening deposit – AUD 0

Average balance requirement – There is no monthly average balance requirement.

### How deposits and withdrawals can be made

	Deposit	Withdrawal
In person at HSBC branches	✓	✓
By Online Banking <sup>1</sup>	✓	✓
By Mobile Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
By Phone Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
ATM (HSBC) <sup>3</sup>	AUD Only <sup>5</sup>	✓
ATM (non-HSBC ATMs) <sup>3</sup>	N/A	✓
EFTPOS	N/A	✓
BPAY®	N/A	✓
By direct debit	N/A	✓

	Deposit	Withdrawal
By direct credit	✓	N/A
By automatic direct deposit (eg. from your salary)	✓	N/A
By writing a cheque against the Account	N/A	✓
By Bank@Post™	✓ <sup>4</sup>	✓
By giving written instructions to us to make regular payments to third parties on your behalf (periodical payments)	N/A	✓
Other Visa Debit Transactions	N/A	✓

1. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service.
2. Deposits and withdrawals permitted between your HSBC Australia Accounts where the account name is the same. BPAY® payments also available.
3. ATMs outside Australia: Visa Debit Cards may be used at ATMs displaying the Visa or Visa PLUS logo.
4. Please allow up to 10 working days for cheques to be cleared and the funds credited to your Account.
5. Available at HSBC branch ATMs in Australia only.

## Interest

Interest is calculated daily and paid quarterly. The interest rate is a variable rate and the level of account balances to which they apply are set by us and may change at any time. Current rates are available by visiting [www.hsbc.com.au](http://www.hsbc.com.au) or calling us on 1300 301 168.

## Statements

Statements will be provided once every 6 months, unless you request they be provided more frequently. e-Statements are also available. Visit [www.hsbc.com.au](http://www.hsbc.com.au) for more information about e-Statements.

## Authority

The Premier Cash Management Account operates based on one person to sign for or authorise a transaction.

### Authority to operate Joint accounts

If the authority to operate a joint Premier Cash Management Account is set up for two people to sign, transaction access will be restricted to in-branch transactions only. However if Online Banking, Visa Debit Transactions, Phone Banking and Mobile Banking is required, the joint account must be set up with one person to sign who will have authority to operate the joint Premier Cash Management Account.

# HSBC Premier Children's Savings Account

## Product schedule

### What is it?

HSBC Premier Children's Savings Account is a savings account designed especially for children of HSBC Premier customers. The Account offers the many fee-free banking options of the Premier Cash Management Account.

### Key features

- Children who hold an HSBC Premier Children's Savings Account receive international recognition as an HSBC Premier customer.
- As a joint account holder of the HSBC Premier Children's Savings Account, you will be able to assist your child with their day to day banking, allowing you to educate them in regards to their banking habits.

### Balance requirements

Minimum opening deposit – AUD100

Average balance requirement – There is no monthly average balance requirement.

### How deposits and withdrawals can be made

	Deposit	Withdrawal
In person at HSBC branches	✓	✓
By Online Banking <sup>1</sup>	✓	✓
By Mobile Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
By Phone Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
ATM (HSBC) <sup>3</sup>	AUD Only <sup>5</sup>	✓
ATM (non-HSBC ATMs) <sup>3</sup>	N/A	✓
EFTPOS	N/A	✓
BPAY <sup>®</sup>	N/A	✓
By direct debit	N/A	✓

	Deposit	Withdrawal
By direct credit	✓	N/A
By automatic direct deposit (eg. from your salary)	✓	N/A
By writing a cheque against the Account	N/A	✗
By Bank@Post™	✓ <sup>4</sup>	✓
Other Visa Debit Transactions	N/A	✓

1. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service.
2. Deposits and withdrawals permitted between your HSBC Australia Accounts where the account name is the same. BPAY® payments also available.
3. ATMs outside Australia: Visa Debit Cards may be used at ATMs displaying the Visa or Visa PLUS logo. AUD100 maximum per day, inclusive of ATM operator fees for customers aged between 12 and 17 years (inclusive) subject to parent/guardian's approval. AUD1,000 maximum per day, inclusive of ATM operator fees for customers aged 18 years and above. A Debit card can only be issued to customers aged 12 years and above and is subject to parent/guardian approval.
4. Please allow up to 10 working days for cheques to be cleared and the funds credited to your Account.
5. Available at HSBC branch ATMs in Australia only.

## Interest

Interest is calculated daily and paid monthly. The interest rate is a variable rate and the level of account balances to which they apply are set by us and may change at any time. Current rates are available by visiting our website, [www.hsbc.com.au](http://www.hsbc.com.au) at any time or by calling us on 1300 301 168.

## Statements

Statements will be provided once every month, unless you request otherwise. e-Statements are also available. You can visit [www.hsbc.com.au](http://www.hsbc.com.au) for more information about e-Statements.

## Minimum and maximum ages

The Account is available to children of Premier customers, who are aged up to and including 25 years. Once the child reaches the age of 26 years, we can convert the Account to another kind of HSBC account, in our absolute discretion.

## Account structure

The permitted options for how an HSBC Premier Children's Savings Account may be structured are:

Age of child	Opened by HSBC Premier customer as trustee for the child	Opened as a joint account in the name of the child and parent or guardian who holds HSBC Premier status	Opened in child's name alone
0-11	✓	✗	✗
12-15	✓	✓	✗
16-25	✓	✓	✓

## Loss of HSBC Premier customer status

The child only has HSBC Premier customer status for so long as the parent or guardian qualifies for HSBC Premier customer status. In the event that the parent or guardian no longer qualifies for HSBC Premier customer status, we can convert the HSBC Premier Children's Savings Account to another kind of HSBC account, in our absolute discretion.

## Taxation considerations

The summary of taxation considerations in this section is necessarily general in nature and does not take into account specific circumstances of each individual customer. We recommend that you obtain independent taxation advice in respect of your specific circumstances before opening an HSBC Premier Children's Savings Account.

Any interest income derived from the HSBC Premier Children's Savings Account should be assessable to you or your child, as the case may be. You (or your child) may be required to declare the interest income derived in the income tax return.

Whether the interest income should be declared in your or your child's income tax return may depend upon:

- If you have control over the dedicated HSBC Premier Children's Savings Account, any interest derived from that Account should be assessable in your hands. Under this circumstance, your TFN should be provided to us when opening the Account for your child in order to avoid the TFN withholding tax. This should typically arise where the dedicated HSBC Premier Children's Savings Account is opened for your child who is between 0 and less than 16 years of age.
- If you have no control over the dedicated HSBC Premier Children's Savings Account (ie the Account is to be used only by your child), any interest derived from that Account should be assessable in the hands of your child. Under this circumstance, your child should provide us with their TFN when opening the Account. If the child had not turned 16 on 1 January before any interest payment is made, proof of the child's age is provided to us and the payment in respect of the financial year is less than AUD420 (pro-rated if not in respect of the whole financial year) then no withholding will be made for failure to provide a TFN to HSBC.

There is no age limit to apply for a tax file number. No TFN withholding tax would arise if the child provides us with their TFN.

More detailed information can be found in the ATO website ([www.ato.gov.au](http://www.ato.gov.au)).

# HSBC Savings Accounts

# Flexi Saver Account

## Product schedule

### What is it?

The Flexi Saver Account is a savings account with no monthly account fee that gives you the flexibility of unlimited transactions, with a competitive interest rate.

### Key features

- Competitive interest rate paid on balances up to AUD5,000,000 or foreign currency equivalent.
- Transfer funds to any account.
- No opening or minimum balance requirements.
- Earn interest every month.
- Available in major foreign currencies.

### Balance requirements

Minimum opening deposit - AUD 0

There is no monthly average balance requirement.

### How deposits and withdrawals can be made in Australian Dollars

	Deposit	Withdrawal
In person at HSBC branches	✓	✓
By Online Banking <sup>1</sup>	✓	✓
By Mobile Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
By Phone Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
ATM (HSBC and non-HSBC ATMs)	N/A	X
EFTPOS	N/A	X
BPAY <sup>®</sup>	N/A	✓
By direct debit	N/A	✓
By automatic direct deposit (eg. from your salary)	✓	N/A
By cheque	✓	X



	Deposit	Withdrawal
By giving written instructions to us to make regular payments to third parties on your behalf (periodical payments)	N/A	✓
Other Visa Debit Transactions	N/A	✗

1. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service.
2. Deposits and withdrawals permitted between your HSBC Australia Accounts where the account name is the same. BPAY® payments are also available.
3. Please allow up to 10 working days for cheques to be cleared and the funds credited to your Flexi Saver Account.

**This account can be opened in a range of major foreign currencies. Visit a branch or [www.hsbc.com.au](http://www.hsbc.com.au) for the currencies available.**

### How deposits and withdrawals can be made in Foreign Currency<sup>1</sup>

	Deposit	Withdrawal
In person at HSBC branches by cash	AUD, USD <sup>2</sup> & HKD <sup>2</sup> Only	AUD, USD <sup>2</sup> & HKD <sup>2</sup> Only
By cheque	✓	N/A
By demand drafts (bank cheques)	✓	✓
By Online Banking <sup>3</sup>	✓	✓
By Mobile Banking <sup>3</sup>	✓ <sup>4</sup>	✓ <sup>4</sup>
By Phone Banking <sup>3</sup>	✓ <sup>4</sup>	✓ <sup>4</sup>
By telegraphic transfer <sup>5</sup>	✓	✓
By periodic transfer to/from another account with HSBC	✓	✓
By contacting an HSBC branch by telephone, facsimile <sup>6</sup> or letter	N/A	✓

1. Transaction restrictions and conditions may apply.
2. All cash transactions from HSBC branches in Australia are restricted to AUD, USD and HKD. Cash withdrawals in HKD or USD for amounts greater than AUD1,000 equivalent are subject to 24 hours advance notice or branch availability. For USD and HKD cash transactions, these must be notes only and in multiples of 10. Cash transactions from HSBC branches in HKD and USD are subject to cash handling fees. For more details, see the booklet *Personal financial services charges – your guide*.
3. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service. Funds transferred from or to other financial institutions may be converted to AUD. Minimum withdrawal of AUD3 per transaction applies.

4. Deposits and withdrawals permitted between your HSBC Australia Accounts where the account name is the same. BPAY<sup>®</sup> payments also available. Minimum withdrawal of AUD3 per transaction applies.
5. A transfer fee may apply.
6. Indemnity required for instructions by facsimile.

If any deposit is made in a currency different from the currency of your Flexi Saver Account, a currency conversion will be made to convert the funds deposited to the currency of your Flexi Saver Account. A fee may apply. For details, see the booklet *Personal financial services charges – your guide*.

## **Interest**

- Interest is calculated daily and paid monthly. The interest rate is a variable rate and the levels of account balances to which they apply are set by us and may change at any time. Current rates are available by visiting our website, [www.hsbc.com.au](http://www.hsbc.com.au) at any time or by calling us on 1300 308 008.
- No interest is paid on the portion of your balance that is over AUD5,000,000, or the equivalent of AUD5,000,000.

## **Statements**

Statements will be provided once every 6 months, unless you request they be provided more frequently. e-Statements are also available. Visit [www.hsbc.com.au](http://www.hsbc.com.au) for more information about e-Statements.

## **Account restrictions**

There is no restriction on the number of Flexi Saver Accounts that can be opened per person.

## **Authority**

The Flexi Saver Account operates based on one person to sign for or authorise a transaction.

## **Authority to operate Joint accounts**

If the authority to operate a joint Flexi Saver Account is set up for two people to sign, transaction access will be restricted to in-branch transactions only. However if Online Banking, Visa Debit Transactions, Phone Banking and Mobile Banking is required, the joint account must be set up with one person to sign who will have authority to operate the joint Flexi Saver Account.

# HSBC Serious Saver Account

## Product schedule

### What is it?

HSBC Serious Saver Account is a savings account that helps resist the temptation to spend your savings by rewarding you with interest every month you don't make a withdrawal.

### Key features

- Competitive interest rate paid on balances up to AUD1,000,000.
- No opening or minimum balance requirements.
- Earn interest for every month you don't make a withdrawal.
- Easy to link to an HSBC Day to Day Account.
- Transfer funds to your nominated account via Online, Mobile and Phone Banking.

### Balance requirements

Minimum opening deposit - AUD 0

There is no monthly average balance requirement.

### How deposits and withdrawals can be made

	Deposit	Withdrawal
In person at HSBC branches	✓	✗
By Online Banking <sup>1</sup>	✓	✓ <sup>3</sup>
By Mobile Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>3</sup>
By Phone Banking <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>3</sup>
ATM (HSBC and non-HSBC ATMs)	N/A	✗
EFTPOS	N/A	✗
BPAY®	N/A	✗
By direct debit	N/A	✗
By direct credit	✓	N/A
By automatic direct deposit (eg. from your salary)	✓	N/A
By writing a cheque against the Account	N/A	✗
By Bank@Post™	✗	✗

	Deposit	Withdrawal
By giving written instructions to us to make regular payments to third parties on your behalf (periodical payments)	N/A	✓
Other Visa Debit Transactions	N/A	✗

1. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service.
2. Deposits permitted from your HSBC Australia Accounts only.
3. Possible if the nominated account is an HSBC Australia Account in the same name.

If your nominated account is held at another financial institution, that institution may impose withdrawal limits on the nominated account.

## Interest

- Interest is calculated daily and paid monthly. The interest rate is a variable rate and may change at any time. Current rates are available by visiting our website [www.hsbc.com.au](http://www.hsbc.com.au) at any time or by calling us on 1300 308 008.
- Interest is generally payable on the 28th day of each month, covering the period beginning with the previous month's interest payable date, up to the day prior to the interest payable date. However, when the 28th (interest payable date) falls on either a weekend or national public holiday, the interest payable date becomes the next available Banking Day. No interest is credited for the month or months in which any withdrawals from your Account have been made. No interest is paid upon the closure of your Account.
- No interest is paid on the portion of your balance that is over AUD1,000,000.

## Statements

Statements will be provided once every 6 months, unless you request they be provided more frequently. e-Statements are also available. Visit [www.hsbc.com.au](http://www.hsbc.com.au) for more information about e-Statements.

## Account restrictions

Available for Individuals and Joint accounts only. One Account per person. Maximum 2 persons per joint account. You must be able to link your Account to another nominated account at any Australian authorised deposit-taking institution. You must be comfortable opening and operating your Account using Online, Mobile or Phone Banking.

## Authority

The Serious Saver Account operates based on one person to sign for or authorise a transaction.

# Term Deposit Account

## Product schedule

### What is it?

An HSBC Term Deposit Account offers a fixed interest rate for your chosen term and is ideal to help you save.

### Key features

- Choose from a range of terms: 7days – 12 months, 15 months, 18 months and 2 – 5 years.
- Choose the frequency that interest is paid to your Account: monthly, quarterly, annually or at maturity depending on the term.
- Access your term deposit details through Online, Mobile and Phone banking.
- Available in major foreign currencies.

With a Term Deposit Account your money is deposited for a fixed term and therefore, you should only invest money that will not be required for that period of time. If you do break your term, the interest rate you receive will only be half of the interest rate that is set on the date your application is received and an administration fee will apply, details of which are set out in the booklet *Personal financial services charges - your guide*.

**Minimum deposit amounts** – AUD5,000 for accounts in Australian Dollars. For other currencies see below.

Currency	Deposit
Hong Kong Dollars (HKD)	40,000
United States Dollars (USD)	5,000
Great Britain Pound Sterling (GBP)	3,000
Euro (EUR)	6,000
Canadian Dollars (CAD)	6,000
Japanese Yen (JPY)	500,000
Singapore Dollars (SGD)	6,000

New Zealand Dollars (NZD)	10,000
Renminbi <sup>1</sup> (CNY)	50,000

Currencies not listed above may be accepted by arrangement.

1. Transaction restrictions and conditions may apply.

**Maximum deposit** – No maximum.

**Interest rate** – The interest rate applicable to your Account will be our prevailing interest rate at the time your Account is opened or renewed. The interest rate is a fixed rate that will not change during the agreed term of your deposit for your Account unless you withdraw the deposit before the end of that term. The rate is set out on the date your application is received and is recorded in the New Term Deposit Confirmation for your Account. Your Account will start earning interest from the date we receive your deposit.

**When is interest credited** – You may choose the frequency with which interest may be credited. Interest may be credited in the following manner:

- Monthly, quarterly or at maturity for Term Deposit Accounts with a term of 12 months or less;
- Monthly, quarterly or annually for Term Deposit Accounts with a term greater than 12 months.

The New Term Deposit Confirmation for a Term Deposit Account will show the frequency you have chosen for your Account.

**Where is interest credited** – You may choose to have interest credited to a nominated bank account or paid by bank cheque (one free bank cheque available) or some other form agreed by us. Interest not already paid can be reinvested at maturity.

**Withdrawals before the end of the term** – Withdrawals may be made before the end of the specified term. If you withdraw your funds before the end of the term, the interest rate that is set out in your New Term Deposit Confirmation will be reduced by 50% and an administration fee will apply, details of which are set out in the booklet *Personal financial services charges - your guide*.

If you want to withdraw from your Account you must withdraw all funds and the Account will be closed. Your withdrawal instruction will not be effective unless you tell us what to do with the funds in the Term Deposit Account.

Withdrawals can be made in person at HSBC branches or by providing written confirmation to us that you wish to withdraw funds prior to the end of the term.

**How deposits can be made** – No additional deposits can be made during the term of your Account.

The **initial deposit** to open your Account can be made as follows:

In person at HSBC branches	✓
By Phone Banking <sup>1</sup>	✓
By Mobile Banking <sup>1</sup>	✓
By Online Banking <sup>1</sup>	✓

1. To use the HSBC Mobile Banking and/or Online Banking Service you must register for the Online Banking Service. To use the HSBC Phone Banking Service you must also register for that service.

**Statements** – You agree that statements of account need not be provided for Term Deposit Accounts. You will receive a letter of confirmation and a renewal letter of confirmation, should you choose to renew your Term Deposit Account with us. If you have other accounts with us, you may receive a consolidated statement of account which includes your Term Deposit Account.

**What happens when a Term Deposit Account matures** – On maturity of a Term Deposit Account, we will act in accordance with the maturity instructions provided by you. Your maturity instruction should include whether the principal and any interest that has not already been paid is to be repaid in cash, by bank cheque, credited to a nominated bank account, renewed with or without additional funds. We must receive your maturity instruction in writing at least 2 Banking Days before maturity, for it to be effective.

In the event that there are no maturity instructions provided to us at least 2 Banking Days before the maturity date, we will renew the principal deposit for the same term at the interest rate applicable on the date of maturity. The principal deposit amount renewed will be the principal and any interest that has not already been paid. If this occurs then the interest rate you receive may be different than the interest rate you received for your previous Term Deposit Account.

## **Other information about Personal Deposit Accounts**

### **Security of access methods**

For maximum protection of your assets, it is important to keep safe any secret codes such as the Access Codes/Passwords or the identification reference you use for Phone Banking and the Online Banking Service, and the PINs for your Visa Debit Cards. Examples of security measures you should take are set out clause 14 "Security of Access Methods" in Part C "Banking Electronically Terms" in the Terms and Conditions. If you do not take those security measures, you may be liable for unauthorised transactions.

### **Joint account holders**

If your Account is opened as a joint account, each account holder will be jointly and severally liable for the actions of each other account holder. For more information about joint accounts, see clause 2 "Joint Accounts" in Part B "Account Terms" in the Terms and Conditions.

### **Risks associated with foreign currency accounts**

In deciding whether or not to open a Personal Deposit Account in a foreign currency, you should be aware of the risks set out below. However, this section does not purport to disclose all of the risks associated with currency transfers or transactions involving foreign currencies. We recommend that you obtain independent financial, legal and taxation advice before you enter into currency transfers or transactions involving foreign currencies.

A balance held in a foreign currency may present the following risks:

- Past performance of a currency is not necessarily an indication of its future performance; and
- due to fluctuations in currency exchange rates, a rate of exchange when you hold a balance in a foreign currency may be different from the rate of exchange you may obtain subsequently when carrying out a currency transfer.

Therefore, you must use your own independent judgment in respect of currency transfers and not rely on any advice, opinions or data supplied by HSBC.

### **Closure of your Account**

We reserve the right to close your Account for any reasonable reason. For more details, see clause 19 "Closing an Account" in Part B "Account Terms" in the Terms and Conditions.



## **Goods and Services Tax (GST)**

Dollar amounts stated in any part of the PDS or the Terms and Conditions include GST where it applies, unless stated otherwise. You may be charged GST in addition to the fees or charges that you are required to pay where the fees or charges are expressed to be GST exclusive.

## **Taxation considerations**

The summary of taxation considerations in this section is necessarily general in nature and does not take into account specific circumstances of each individual customer. We recommend that you obtain independent taxation advice in respect of your specific circumstances before opening an Account or entering into any currency transfers or transactions involving foreign currencies.

Any income from your Account which is assessable must be declared in your relevant tax return or filing.

### *Interest credited to your Account*

Interest credited to your Account during each financial year may be assessed for income tax purposes. In some circumstances (eg. if you are tax exempt) this interest may not be included as part of your income tax assessment.

### *Withholding tax*

If you are an Australian resident you may, but are not obliged to, provide us with your Tax File Number (TFN). If you do not provide your TFN, we must withhold tax calculated at the highest marginal tax rate plus the Medicare levy from the interest and remit the withheld amount to the Australian Taxation Office (ATO). If you are not an Australian resident, we must withhold non-resident withholding tax (10% at the date of this PDS, unless an exemption applies or the rate reduced under the relevant double tax agreements) from the interest and remit the withheld amount to the ATO.

If you have taxation obligations to a foreign regulatory or tax authority ("Tax Authority") you agree that we shall be entitled without incurring any liability to you: (a) to deduct or withhold tax or any other sum or levy from your Account or from any payment or benefit that is payable to you by us or credited to your Account; and (b) to pay over or otherwise account for any such tax or equivalent sum to the relevant Tax Authority in accordance with the HSBC Group's tax and accounting obligations (including reporting) and whether calculated by us or as specified by a Tax Authority or by any law, legislation or regulation of Australia or of any foreign country or agreement with the Tax Authority of a foreign country.

## Foreign exchange gains and losses

Transactions (in particular withdrawals) in relation to foreign currencies may give rise to taxable gains or deductible losses. The treatment of these transactions for taxation purposes will depend on your individual circumstances and you should seek appropriate tax advice.

## Chinese currency

This section applies to all personal savings and deposit accounts that can transact through Online Banking, Mobile Banking, Phone Banking and branches, and specifically to the following account types:

- Foreign Currency Savings Account;
- Everyday Global Account;
- Flexi Saver Account;
- Foreign Currency Cash Management Account;
- HSBC Premier Foreign Currency Savings Account; and
- Term Deposit Accounts.

Chinese currency (called 'Renminbi' or 'CNY') is now available for these accounts. This section explains the main ways in which using these accounts to transact in Renminbi differs from using them to transact in other currencies, as set out in this PDS.

## Minimum opening deposit

- Term Deposits – CNY50,000

You can transact in Renminbi through Online Banking, Mobile Banking and Phone Banking or in person at HSBC branches.

In addition, Renminbi is subject to certain controls and there are limitations which currently apply to everyday transactions.

Restriction	Description
No cash handling	HSBC Australia does not allow Renminbi cash deposits or withdrawals.
Destination of funds	Remitting Renminbi to mainland China and Macau is not permitted.
Australian Renminbi exchange limits	Currently, Australia has no Renminbi exchange limits.

## Remitting Renminbi

HSBC Australia does not have a set limit for the value of overseas remittances of Renminbi. However, there may be cases where the receiving bank is limited to the value of Renminbi it is allowed to receive in any one payment. You should confirm if there are specific limits directly with any receiving banks.

Should the remittance be rejected and the funds are returned due to restrictions set by a receiving bank, HSBC Australia will not be liable for an exchange loss suffered, principal lost or fees incurred. HSBC Australia will also not refund any remittance fees. It may take several days for such returned funds to be received into your account with HSBC Australia.

## Foreign exchange transactions in Renminbi

Exchange rates and interest rates quoted by HSBC are based on offshore market pricing.

You should be aware of the potential risks of investing 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 Australian dollar equivalent of a Renminbi deposit could be smaller than the original amount deposited in Australian dollars (i.e. there is a risk of loss of principal on an Australian dollar basis).

Please also remember that past performance of a currency is not necessarily an indication of its future performance.

## Your contract with us

If you open a Personal Deposit Account, the following documents make up the contract between you and us:

- Part 1 of this PDS – i.e. the PDS part of this document;
- Part 2 of this PDS – i.e. the booklet *Personal financial services charges – your guide*;
- Part 3 of this PDS – i.e. the interest rates sheet for the particular Personal Deposit Account;
- the Terms and Conditions; and
- your Account Opening Documents.

We may change this PDS (Parts 1, 2 or 3), or the Terms and Conditions.

## If you have a complaint or query

If you have a complaint or query (e.g. if you believe that an EFT transaction is wrong or unauthorised or there is an error in an account statement), please raise your concerns with us. You can speak with any Branch Customer Service Manager or any Branch Manager in Australia or our Customer Relations Team, telephone 1300 308 188 or if you are calling from overseas: + 61 2 9005 8181. Alternatively, you can visit our website at [www.hsbc.com.au](http://www.hsbc.com.au) and raise your concerns via the “Contact Us” icon.

If your complaint is not resolved by raising your concerns with us, you can contact the Financial Ombudsman Service Limited (FOS) telephone 1800 367 287, [www.fos.org.au](http://www.fos.org.au). This is an independent and impartial body which provides a free external dispute resolution procedure.

Complaints and queries concerning Visa Debit Cards can only be made by an account holder. If an account holder has a complaint concerning a matter relating to the use of a Visa Debit Card or if they believe there is an error on a statement of account relating to the use of a Visa Debit Card, they must tell us immediately in Australia by telephoning 1300 308 188 or contacting their HSBC branch or, if overseas, by telephoning +61 2 9005 8181. We may decide to resolve the matter under the rules of the Visa International card scheme. If we do so, resolution of the matter will be governed by the time limits imposed by those rules and if an account holder delays notifying us of any apparent error, our ability to investigate and resolve the matter may be restricted. For this reason an account holder should report any suspected unauthorised transaction to us as soon as possible. For more information about complaints and queries concerning Visa Debit Cards, see the Dispute Resolution section of the Terms and Conditions.

## Definitions

In this document:

**Account Opening Document** means any account opening form (either in paper or electronic format), signature card, mandate or other document or agreement signed or entered into in connection with the opening or maintaining of a Personal Deposit Account or any linked Visa Debit Card.

**Debit Card** means a Visa Debit Card or an ATM card issued by us for use at EFT terminals to access your Account and includes any Debit Card you transcribe or image into your mobile phone or device.

**HSBC, we, us** and **our** mean HSBC Bank Australia Limited (ABN 48 006 434 162 AFSL 232595).

**PDS** means Product Disclosure Statement.

# Financial Services Guide

## About this Financial Services Guide (FSG)

This FSG is designed to help you to decide whether to use any of the financial services which HSBC offers in it. It contains information about:

- how our employees are remunerated in relation to those services; and
- how complaints are dealt with.

## About us and the financial services we provide

Our contact details are shown on the inside front cover.

We are authorised to do the following in relation to Personal Deposit Accounts:

- open (i.e. issue), vary and close (i.e. dispose of) Accounts; and
- provide financial product advice.

## Remuneration

Our employees receive a base salary and may be eligible for annual or other performance bonuses or rewards which may take into account the sales and referrals they make.

## If you have a complaint or query

See page 102 in the PDS part of this document.



# Personal Deposit Accounts Terms and Conditions

26 February 2018

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## Introduction

These HSBC Personal Deposit Account Terms and Conditions (Terms and Conditions) set out the rights, terms, conditions and obligations attaching to your HSBC Personal Deposit Account (Account) and the electronic access methods available on the Account.

When you open the Account with HSBC, you are entering into a contract with HSBC in relation to your Account.

Your contract is made up of:

- these Terms and Conditions;
- the Product Disclosure Statement, for your particular kind of HSBC Personal Deposit Account. This includes the booklet *Personal financial services charges – your guide*;
- your Account Opening Documents; and
- if your Account is a Term Deposit Account – your New Term Deposit Confirmation.

Together, these documents govern the relationship between you and HSBC in relation to the Account in your name and the way in which you access the Account.

It is advisable for you to read these Terms and Conditions together with the other documents of your contract carefully. If you do not understand any part of them, or if you have any questions, please speak with a staff member of any HSBC branch or call our Customer Service Line on 1300 308 008 (or from overseas call +61 2 9005 8220). If you are a Premier customer, please call 1300 301 168 or +61 2 9005 8192 (if overseas).

## Part A: Definitions

### 1 Definitions

1.1 The following expressions have the following meaning where used in these Terms and Conditions:

- (a) **“Account Opening Document”** means any account opening form (either in paper or electronic format), signature card, mandate or other document or agreement signed or entered into in connection with the opening or maintaining of your Account or any linked overdraft facility or Card.
- (b) **“Additional Information”** means any documentation or information in addition to Personal Tax Information or Financial Information that we hold or may reasonably require from you

in order to comply with our Tax Reporting and Accounting Obligations.

- (c) **“ATM Operator Fees”** means the fees that may be charged to your Account if you use an ATM that is owned or operated by another financial institution, bank or their service providers.
- (d) **“Australian Consumer Law”** means the Australian Consumer Law under the Competition and Consumer Act 2010 (Cth).
- (e) **“Australian Dollars”, “AUD” or “\$”** means the lawful currency of Australia.
- (f) **“Authorised Signatory”** means in relation to the Account any person who is designated as such in an account opening form or other Account Opening Document relating to the Account.
- (g) **“Available Funds”** means at any time in relation to the Account, the credit balance of the Account at that time, less the aggregate amount of all cheques deposited to the Account which at that time have not been cleared and any other amounts which are not cleared or are reserved by HSBC for any reason.
- (h) **“Banking Day”** means a day other than a Saturday or Sunday or a national public holiday. For the avoidance of doubt, the Queen’s Birthday in New South Wales is deemed a national public holiday. If an account is in a currency other than Australian Dollars, Banking Day also does not include a national public holiday of the country of the currency or a US public holiday. In the case of the Euro (EUR), it does not include a public holiday in the Eurozone.
- (i) **“Data Protection Legislation”** means all applicable data protection, secrecy, privacy and other laws to the same or similar purpose.
- (j) **“Debit Card”** means a Visa Debit Card or an ATM Card issued to a User by HSBC for use at EFT Terminals to access your EFT Accounts and includes any Debit Card you transcribe or image into your mobile phone or device. (Please refer to Part C Banking Electronically Terms for definitions of “User”, “EFT Terminals” and “EFT Accounts”.)
- (k) **“Email Instructions”** means any instructions in respect of your Account which are provided to us by you and/or your Authorised Signatory by email including but not limited to documents attached to the email.
- (l) **“Entity Status Information”** means any documentation or information that is relevant to determine your tax reportable status, including but not limited to Forms W8-IMY, W8-BEN, W8-BEN-E,

W9 or as amended, supplemented or substituted from time to time

- (m) **“Excess Rate”** means our applicable Base Lending Rate plus 5% per annum. Our Base Lending Rate is, in relation to a currency, the base lending rate for that currency as established and quoted by us from time to time.
- (n) **“Facsimile Instructions”** means any instructions in respect of your Account which are provided to us by you and/or your Authorised Signatory by facsimile.
- (o) **“FATCA”** means the Foreign Account Tax Compliance provisions contained within Chapter 4 subtitle A of the US Internal Revenue Code of 1986, as amended or supplemented from time to time.
- (p) **“Financial Information”** means any financial or other documentation or information relating to your Account including but not limited to the account name(s), number(s) and reference(s), values, gains, losses, credits, withdrawals, balances, transfers and associated instructions from time to time
- (q) **“Group”** means in relation to HSBC, all of its offices, branches, holding companies, subsidiaries, affiliates and any other entity in respect of which HSBC Holdings plc owns (directly or indirectly) 40 per cent or more of the issued voting share capital or stock.
- (w) **“GST”** and other terms used where the GST meanings are expressly intended have any meanings used in the GST Law or any replacement or other relevant legislation and regulations.
- (s) **“GST Law”** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any replacement or other relevant legislation, regulations and any applicable rulings.
- (t) **“HSBC”, “we”, “our” or “us”** means HSBC Bank Australia Limited ABN 48 006 434 162 of Level 36, Tower 1 - International Towers Sydney, 100 Barangaroo Avenue, Sydney NSW 2000 Australia, the product issuer of the Account.
- (u) **“HSBC Premier”** means the service and product proposition marketed by us under that title.
- (v) **“New Term Deposit Confirmation”** means, in relation to a Term Deposit Account, the document called “New Term Deposit Confirmation” (which is posted to you after the opening of your Account) which sets out information about your Term Deposit Account, including the amount of the deposit, the term, the frequency with which interest will be credited and your instructions about what should happen on maturity. If you open your Account

online, your New Term Deposit Confirmation also includes an acknowledgement page with a transaction reference number.

- (w) **“Nominated Account”** is an AUD account nominated by you in the Account Opening Document for your Serious Saver Account, held in Australia with any financial institution, including with us.
- (x) **“Nominated Account Transfer”** means the electronic transfer of funds between your Serious Saver Account and your Nominated Account through an Electronic Equipment using an Access Method.
- (y) **“Overdraft Arrangement Fee”** means the fee, as stipulated in the booklet *Personal financial services charges – your guide*, that we may debit to your Account in the event that you make either a formal or informal request for an overdraft.
- (z) **“PDS”** means Product Disclosure Statement.
- (aa) **“Personal Tax Information”** means any documentation or information relating to the identity or tax status of an individual who is a “Substantial Owner” as defined below including but not limited to their name(s), residential address(es), age, nationality, citizenship, residence, domicile, personal and marital status (and shall include where applicable Forms W9 and W8-BEN, as issued by the Internal Revenue Service of the United States of America and as amended, supplemented or substituted from time to time).
- (bb) **“PowerVantage”** means the service and product proposition marketed by us under that title.
- (cc) **“Product Schedule”** means the product schedule in the Personal Deposit Accounts PDS that applies to your Account.
- (dd) **“Regulation”**, in relation to Euro currency, means regulation (EC No. 2595/2000) pronounced by the Council of the European Union, or any replacement regulation.
- (ee) **“Substantial Owner”** means any individual entitled to more than 10% profits/interest in an entity, directly or indirectly, whether by way of share capital or as is defined as a Substantial Owner for the purposes of FATCA
- (ff) **“Supplementary PDS”** means Supplementary Product Disclosure Statement.
- (gg) **“Service(s)”** means those actions we take, or may take, on your

behalf in order to ensure that you properly maintain your Account including but not limited to those actions we take for you in the event of a cheque being dishonoured and/or a direct debit being dishonoured.

- (hh) **“Tax Reporting and Accounting Obligations”** means any obligation of any sort that we have or may become subject to in future:
- (a) to provide any documentation or information of any sort to a Tax Authority;
  - (b) to pay to or account to a Tax Authority in respect of any sum of money or otherwise;
  - (c) to take any other action that a Tax Authority may specify;

whether in accordance with the provisions of any law, legislation or regulation of Australia or any foreign country to which we are subject or as assumed by us voluntarily by reason of our financial, commercial, business or other interests in or related to the jurisdiction of the relevant Tax Authority or otherwise.

- (ii) **“Term Deposit Account”** means a deposit account in any currency where the funds in the account are deposited for the term nominated in the relevant Account Opening Document.
- (jj) **“you”** or **“your”** means the person(s) named as a customer in the Account Opening Document and where the context permits, it includes all of them. If there is more than one person named as a customer or Account holder, references to you mean each person separately and every two or more persons jointly. **“You”** includes your successors and assigns.

## **Part B: Account Terms**

### **1 Account Opening**

- 1.1 You must supply the documents, information and authorisations HSBC requires (including, without limitation, the Account Opening Documents) for the purposes of opening and maintaining the Account and to meet HSBC’s regulatory obligations.
- 1.2 We may reject an application for the Account.
- 1.3 Minimum opening balances may apply to your Account. Please refer to the Product Schedule.
- 1.4 For Serious Saver Accounts, only one Account per customer will be

permitted. We reserve the right to close any Account where in our subjective opinion more than one Account has been opened and will advise you in writing if we close your Account.

- 1.5 If your Serious Saver Account is closed, you cannot open another Serious Saver Account at any time within three months from the date of closure of your Serious Saver Account.
- 1.6 The Serious Saver Account is not available for Trust, Business and Company Accounts.

## **2 Joint Accounts**

- 2.1 Where the Account is in the name of more than one person, the following applies:
  - (a) The credit balance in the Account will be held jointly by all of you – this means that each of you separately, and all of you together, have the right to all of the Available Funds in the Account;
  - (b) If the Account at any time has a debit balance, then all of you together and each of you individually, will be liable to repay the whole of the debit balance; and any other amounts payable under these Terms and Conditions;
  - (c) Instructions in respect of the Account may be given only in accordance with the election made by you in the Account Opening Documents except that if we become aware of a dispute between you, we may decide not to operate the Account until all of you have signed an authority for us to act;
  - (d) If one of you dies, your ownership interest in the Account passes automatically to the surviving Account holder(s); and
  - (e) We can send notices, statements and other documents (including any notifying changes to these Terms and Conditions) by sending them to any of you and they will be taken to have been given to all of you.

## **3 Trust Accounts**

- 3.1 You must tell us if you open the Account as trustee and give us the full name of the trust. You must also provide us with a copy of the document creating the trust. If you are the trustee(s) of a trust then:
  - (a) These Terms and Conditions will bind you both personally and as trustee(s) of the trust;



- (b) You promise you are the only trustee(s) of the trust, the trust is validly constituted and you as trustee(s) have power to enter into these Terms and Conditions; and
- (c) You promise to comply with your duties as trustee(s).

#### **4 Authorised Signatories**

- 4.1 You may give a person who is at least 18 years of age the authority to operate an Account on your behalf as an Authorised Signatory. To do this you will need to sign the documentation we require.
- 4.2 Access to an Account by an Authorised Signatory is subject to our requirements from time to time. All Authorised Signatories must be identified in accordance with the relevant law.
- 4.3 You should ensure that any Authorised Signatory has received and read the Terms and Conditions. If they do not comply with any of these Terms and Conditions, the result will be the same as if you had not complied.
- 4.4 You must tell us if you want to cancel the authority of an Authorised Signatory on the Account. You must do so either:
  - (a) by delivering a request in writing to an HSBC branch; or
  - (b) if you have provided us with an indemnity in the form we require, by facsimile to HSBC Technology Services – Service Delivery on fax number 1300 765 150 or + 61 2 9762 9339
- 4.5 You remain responsible for all transactions made by the Authorised Signatory until 48 hours after we have received your cancellation of the authority in one of the above ways.

#### **5 Deposits**

- 5.1 The Account may be subject to a minimum opening balance. Please refer to the Product Schedule for confirmation.
- 5.2 We may impose restrictions on the minimum and maximum amounts that we accept as deposits.
- 5.3 We may set restrictions on how deposits are able to be made to the Account.
- 5.4 You will need to arrange any automatic direct deposit with the person who will make the deposit.
- 5.5 If a cheque is deposited, or sums are otherwise transferred, to the

Account the amount of the cheque or sums transferred will be credited to the Account by close of business on the Banking Day on which they are received. The amount of any cheque deposited will not be available for withdrawal or transfer to another account until the cheque is cleared.

- 5.6 You will not receive a receipt from us where you deposit cheques in our express boxes located in our branches or when you post a cheque to us.
- 5.7 However, you can obtain information about whether or not the deposited Cheque's funds have processed and cleared into your Account by calling our Direct Banking Centre or viewing your Account information on the internet (for Accounts with Online Banking Service only).
- 5.8 Cheques are usually cleared in 3 Banking Days, but clearing may take longer in some instances. It will take longer for a cheque in a foreign currency. If the cheque is returned to us uncleared, we will debit the Account with the amount of the uncleared cheque together with any related charges:
  - (a) made by us, details of which are contained in the booklet *Personal financial services charges – your guide*; and/or
  - (b) made by another bank.
- 5.9 Where an Australian dollar cheque is deposited into an Account which you hold in a different currency and the Australian dollar cheque is dishonoured, we will debit the Account with the value of the cheque calculated using our prevailing buying rate or the original selling rate, whichever is lower.

## **6 Withdrawals**

- 6.1 We may set restrictions on how withdrawals are able to be made from the Account.
- 6.2 We may set restrictions on the amount that can be withdrawn from the Account at any one time.
- 6.3 The credit balance in a Term Deposit Account is deposited for the term specified in the New Term Deposit Confirmation. If you make any withdrawal from your Account before the end of the specified term, the interest rate you receive will only be half of the interest rate that is set on the date your application is received and an

administration fee will apply, details of which are contained in the booklet *Personal financial services charges – your guide*.

## **7 Operation of the Account generally**

- 7.1 Any debit from or credit to the Account shall be made by us in accordance with our usual practice and, in the case of credits made in anticipation of the receipt of funds, subject to receipt of such immediately available funds. In the event that such funds are not received or any payment is reversed, we may debit the Account with an amount representing funds which are not actually received for value at the anticipated time or the reversed payment.
- 7.2 A debit or credit to the Account is taken to be made, and has effect, on the date assigned to it (which may be different from the date we processed it and recorded it in the Account).
- 7.3 We may subsequently adjust debits and credits to the Account, and the Account balance, to accurately reflect the legal obligations of you and us (for example, if we discover an error or a cheque is dishonoured). If we do this, we may make consequential changes (including to interest amounts).
- 7.4 Subject to any relevant legislation, we may destroy any documents relating to the Account after copying them.
- 7.5 We have the right to refuse any transaction to and from your Account or to freeze your Account in certain situations. For example, we may do so if we have not received clear or undisputed instructions or authority from you or we believe on reasonable grounds that you may be in breach of the laws of any jurisdiction, including but not limited to laws in relation to money laundering and counter-terrorism. Any profanity that appears on your transaction narrative may be removed by us at our sole discretion.

### **For Serious Saver Accounts:**

- 7.6 You must specify a Nominated Account in the Account Opening Document to open and operate your Account. Your Nominated Account must be held in Australia by you with any financial institution (including us). A withdrawal from your Account can only be made to your Nominated Account.
- 7.7 You may change your Nominated Account at any time. If you close your Nominated Account, you won't be able to make a new Nominated Account Transfer until you provide details of a new Nominated Account. Contact us for more information. Your new

Nominated Account or requested changes will not take effect until verified by us.

### **For Everyday Global Accounts:**

- 7.8 If you use your Visa Debit Card to transact using a particular foreign currency and there are insufficient foreign currency funds available in your account, you instruct us to debit the full amount of the transaction in the Australian Dollar (AUD) equivalent (from the control account) in order to complete the transaction. Please refer to clause 16.4 on how an instruction like this will be processed. If there are insufficient Australian Dollars (AUD) in your account then we will not process the transaction.

## **8 Accounts with Cheque Access**

- 8.1 The following terms and conditions apply if you have cheque access to your Account (that is, write cheques against the Account):
- (a) if requested by you, we will provide cheques to you;
  - (b) you must keep cheque books under secure control at all times;
  - (c) you may only write cheques in Australian currency. The amount should be stated clearly in words and figures in the spaces provided on the cheques. To prevent fraud, words and figures should be written close to the left hand margin so that other words and figures cannot be inserted;
  - (d) alterations to cheques should be counter signed with full signature. Unless a full signature is used, we may return cheques that have been altered;
  - (e) you acknowledge the need to exercise care when drawing cheques and you will not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable;
  - (f) cheque books are issued on and subject to the conditions printed on the inside front cover of the cheque book and you will be bound by those conditions;
  - (g) we reserve the right to impose a service charge or return fee in respect of returned cheques;
  - (h) you may only countermand payment of a cheque by giving written instructions before the cheque has been paid to us, clearly identifying the cheque in question; and

(i) you must tell us as soon as possible of any loss or theft of any cheques issued or provided to you.

8.2 If you do not comply with clause 8.1 you may be liable for any loss incurred on your Account. You should notify HSBC in Australia by calling us on 1300 308 008 (or from overseas call +61 2 9005 8220).

## **9 Overdrawn Accounts**

9.1 You can request an overdraft, or an increase to an existing overdraft. This is a Service we make available to you so that you do not accidentally embarrass yourself by inadvertently exceeding your Available Funds. You can request this in one of two ways:

(a) by way of a formal request, that is, you ask us for and we agree to provide you with, an overdraft facility before you authorise any payments or withdrawals from the overdraft facility. An overdraft facility is completely separate and distinct from your Account; or

(b) by way of an informal request, that is, where you authorise a payment or withdrawal to be made from your Account which, if made by us, would cause your Account to go overdrawn without having agreed with us in advance an overdraft limit on your Account to cover such payment.

9.2 If we receive an informal request for an overdraft limit from you (i.e. your Account becomes temporarily overdrawn), we will consider your request and if we agree to it, we will provide you with an overdraft or an increase to your existing overdraft to cover the item concerned for 62 days. An Overdraft Arrangement Fee may be charged if we agree to your informal request. You will not be charged further Overdraft Arrangement Fee(s) provided your Account does not go any further overdrawn. However, if your Account goes into debit, or the overdrawn balance on your Account increases and you then make another informal request for an overdraft and if we agree to such a request, we may charge you a further Overdraft Arrangement Fee.

9.3 If we do not agree to an informal request from you for a temporary overdraft, then we will not make any payment authorised by you that would cause your Account to go overdrawn. We may charge for considering and returning these attempted payment requests and a return fee will be payable for considering and returning these

payment requests, e.g. cheque, standing order, direct debit etc. Please refer to the booklet *Personal financial services charges – your guide* for details about our charges.

- 9.4 If you do require an overdraft or an increase to an existing overdraft, please contact us to discuss your borrowing requirements.
- 9.5 Unless an Account has an approved overdraft arrangement you should maintain a positive balance in the Account. We are under no obligation to honour cheques, or to pay other transactions which would overdraw an Account or exceed any agreed overdraft. Should we exercise our discretion to honour a cheque or to pay a transaction where no such arrangement exists, or which causes a temporary overdraft limit to be exceeded, the Account must be returned to a positive balance or a balance within the temporary overdraft limit immediately.
- 9.6 If a cheque written on the Account, or a periodic payment or other direct debit from the Account, causes the Account to go into debit the payment may be dishonoured. A fee may be charged for the Services we may provide to you to deal with a dishonoured payment or for allowing the Account to become overdrawn (see Overdrawn Accounts above).
- 9.7 These Services will be provided in the event that you unsuccessfully request a temporary overdraft and you attempt to make a payment from your Account. If these things happen we will charge you a return fee to your Account. We will charge this fee as we will be required to not only consider and return these attempted payment request(s) but also we will monitor your Account and a staff member may attempt to contact you to bring this matter to your attention and assist you in either making your future payments before your Account becomes overdrawn or by suggesting you utilize a different account. If you remedy the situation before we are able to bring it to your attention we will still charge the fee and you will be able to use this service any time before your Account becomes overdrawn again.
- 9.8 If we have approved a temporary overdraft arrangement for the Account in the manner described in clause 9.2 and the Account becomes overdrawn, debit interest will be charged to the Account. It will be charged on the daily closing debit balance using the

Excess Rate. It will accrue daily and be debited to the Account on or about the 28th day of each calendar month. This debit interest is charged in return for us managing the risk we incur in agreeing to your informal request for a temporary overdraft arrangement.

- 9.9 If the Account has an approved overdraft facility and the overdraft limit is exceeded, debit interest on the excess will be charged in accordance with the terms and conditions relating to the overdraft or, if those terms and conditions are silent on debit interest on an excess over limit, then interest will be charged on the daily excess amount using the Excess Rate. Please refer to the booklet *Personal financial services charges – your guide*.

## **10 Interest**

- 10.1 Interest is calculated on the daily closing credit balance in the Account. Interest accrues daily and is paid (or collected by us, for instance, where a central bank has caused an official cash rate to fall below zero) with the frequency, and to the Account, set out in the Product schedule. Interest is also paid on closure of the Accounts (except for Serious Saver Accounts). If the Account is a Term Deposit Account, interest accrues daily and is paid in accordance with the Product Schedule and your New Term Deposit Confirmation.
- 10.2 If the Account is a Everyday Global Account, interest is calculated on the individual daily balance of the control account and each sub account. The interest amounts for each currency are credited to the respective currency monthly.
- 10.3 Interest is paid or credited in full if you are an Australian resident for tax purposes and you have provided your tax file number or your Australian Business Number ABN (if you have one) or you satisfy us that you have an exemption from doing so. Otherwise we are required by law to deduct from any interest payment to which you are entitled, withholding tax calculated at the highest marginal tax rate plus the Medicare Levy.
- 10.4 If you are not an Australian resident for tax purposes the withholding tax requirements will be different. We are required by law to deduct non-resident withholding tax (currently 10% as at the date of these Terms and Conditions) from any interest payment to which you are entitled and pay it to the Australian Tax Office (ATO). Please contact your tax adviser for details.

10.5 We are required to report details of, amongst other things, income earned, withholding tax deducted and tax file number quoted to the Australian Taxation Office. We are not liable if the Australian Taxation Office requires a deduction for an incorrect amount.

## **11 Interest Rates**

11.1 The interest rate on the Account will be the rate we notify you from time to time as applicable to that Account.

11.2 Different interest rates may apply to different levels of Account balances. These rates, and the level of Account balances to which they apply, are set by us and, unless the Account is a Term Deposit Account, may change at any time. Please refer to the Product Schedule.

11.3 Details of the current interest rate(s) applicable to the Account are available:

- (a) by calling 1300 308 008 (or from overseas +61 2 9005 8220);
- (b) on our internet site [hsbc.com.au](http://hsbc.com.au); and
- (c) from any of our HSBC branches on request.

## **12 Fees and Charges**

12.1 Other than government fees and charges the fees and charges we debit to your Account from time to time, are debited by us for the provision, to you, of a Service.

12.2 These fees and charges for services will also include the cost of what is charged to us by other financial institutions, banks and service providers who charge us for returning payments that you attempt to make from your Account, via the payment systems that they own. We have little control over the fees and charges charged to us by other financial institutions and banks and service providers.

If you use an ATM that belongs to another financial institution, bank or their service provider you may be charged an ATM Operator Fee for the use of that ATM. HSBC cannot control these ATM Operator Fees that are charged for use of non-HSBC ATMs. Please check with other financial institutions, banks or service providers before you use their ATMs.

12.3 Regardless of whether or not we provide you with the Service before or after we debit the fee to your Account, you authorise us



to debit to the Account:

- (a) all fees and charges applicable to the Account as notified to you by us from time to time – (details of fees and charges applicable at the time you open the Account are set out in the booklet *Personal financial services charges – your guide*); and
- (b) an amount or amounts on account of any government charges and duties on receipts or withdrawals in relation to the Account or any of the Account documentation (this includes stamp duty and any other tax where it is applicable).

12.4 We will debit the Account for bank fees and government charges and duties on the first business day of each calendar month. Some fees and charges will be debited when the event for which they have been charged occurs (for example, a fee for dishonour of a cheque will be charged when the cheque is dishonoured). Fees and charges will also be debited on closure of the Account. If these amounts result in a debit balance they are payable on demand or when we debit the Account for them.

12.5 Information on current fees and charges is available from us on request.

12.6 We may elect not to charge a fee which we are otherwise entitled to charge. Any failure by us to charge a fee will not constitute a waiver of that fee or the right to charge that fee in the future.

### **13 Statements of Account**

13.1 We will issue you with an Account statement at the frequency specified in the Product Schedule for that Account (unless it is a Term Deposit) or as otherwise requested by you and agreed by us.

13.2 For the purposes of identifying errors and ensuring that the Account balance is correct, you must carefully examine all statements supplied by us and promptly advise us in writing of any error contained in a statement. Except in relation to an EFT Transaction, if you do not notify us within 30 days of the date you receive a statement that you did not authorise a transaction appearing on the statement you agree that you do not have the right to make a claim against us regarding any lack of authority or forgery in relation to that transaction.

13.3 We may adjust debits and credits to the Account, and the balance owing on the Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or

because a cheque is dishonoured). If we do this we may make consequential changes (including to the interest paid or charged).

- 13.4 In the absence of manifest error or unless they are proven to be incorrect, the records of HSBC are prima facie evidence of the matters to which they relate.

## 14 Stopping Payment

- 14.1 You or an Authorised Signatory may stop payment on a cheque written on the Account with cheque access by giving instructions to HSBC before the cheque has been paid. Those instructions must clearly identify the cheque in question.

- 14.2 When you have authorised us to make regular automatic payments from the Account, and you want to stop these payments, you must provide written instructions at least 3 Banking Days before the next payment is scheduled to be made. Full details of the payment (amount, due date, payee) will be required.

- 14.3 Transactions through Phone Banking or Online Banking may not be able to be stopped once you have given your instruction. The only exception to this is a transfer to another account with HSBC which may be able to be stopped or reversed if you contact our operator assisted Phone Banking service.

If you have authorised another party to debit an Account and you want to stop this arrangement, you must provide written instructions to us setting out full details of the periodical debit at least 3 Banking Days before the next debit is due. You must also promptly request the other party to stop debiting the Account.

- 14.4 There will be a fee for stopping cheques payment or direct debit (please refer to the booklet *Personal financial services charges – your guide*).
- 14.5 If you ask us to cancel a direct debit authorising us or another party to deduct funds from your Account we will do so within a reasonable period. However, the cancellation of a direct debit may put you in breach of your contract with that other party. We will not be responsible for any such breach or for any loss or damage you may suffer in connection with any such breach.
- 14.6 We will promptly process any complaint by you that a direct debit was unauthorised or otherwise irregular.

## 15 Foreign Currencies

- 15.1 All interest accruing on an Account (whether credit or debit interest) will usually accrue and be paid or payable in the currency in which the account is denominated. We are only obliged to perform our other obligations in relation to an Account in the currency in which those obligations are denominated. However, we reserve the right to perform any obligation in any currency, at any rate and in any manner in each case as we determine, and such performance shall constitute a good and valid discharge of those obligations.
- 15.2 Fees and charges and any other amount payable by you under the Terms and Conditions which are payable or expressed in Australian Dollars may, in relation to currencies other than Australian Dollars, be converted to the relevant currency by us before being debited to the Account.
- 15.3 If for any reason, including bankruptcy, any amount is received by us in a currency other than that in which it is payable, you must immediately indemnify us for any exchange loss.
- 15.4 We may make any currency conversion at our spot rate of exchange for the relevant currencies.
- 15.5 You acknowledge that we have no liability or responsibility whatsoever, and have given no advice, in respect of movements in interest rates or exchange rates. You will make your own judgments and decisions whether to open an Account in a currency other than Australian Dollars. We do not monitor movements in exchange rates for you – this is your responsibility.
- 15.6 No transactions on foreign currency deposits will be accepted on public holidays of the country of currency concerned or U.S. public holidays.
- 15.7 When an Australian dollar cheque is deposited into an Account which you hold in a different currency and the Australian dollar cheque is dishonoured, we will debit the Account with the value of the cheque calculated using our prevailing buying rate or the original selling rate, whichever is lower.
- 15.8 If a cheque is deposited, or sums are otherwise transferred to the Account, the amount of the cheque or sums transferred will be credited to the Account by close of the Banking Day on which they are received. The amount of any cheque deposited will not

be available for withdrawal or transfer to another Account until the cheque is cleared. Cheques are usually cleared in 3 Banking Days, but clearing may take longer in some instances. It will take longer for a cheque in a foreign currency. If the cheque is returned to us uncleared, we will debit the Account with the amount of the uncleared cheque together with any related charges, including charges made by another financial institution.

## **16 Foreign currency conversions**

- 16.1 An instruction provided through our Online Banking Service to purchase or sell foreign currency that is provided to us on a Banking Day will be processed by us on the same Banking Day if we receive the instruction prior to the instruction cut-off time for the transfer of the relevant currency. The currency exchange rate that we apply is the rate that applies at the time we process the instruction. Please note that the instruction cut-off times differ depending on the currency being transferred. Information on instruction cut-off times can be obtained by calling us.
- 16.2 If we receive the instruction through the Online Banking Service after the instruction cut-off time, we will not process the instruction until the next Banking Day. You acknowledge that the currency exchange rate that we apply is the rate that applies at the time we process the instruction. Therefore, if we are provided with instructions after the relevant instruction cut-off time we will process the instructions on the next Banking Day at the currency exchange rate that applies at the time we process the instruction on that day. Please note that due to fluctuations in exchange rates, if we are provided with instructions after the relevant instruction cut-off time on a Banking Day there will always be a risk that the exchange rate that applies to the transfer may be less beneficial to you than had we been provided with instructions prior to the relevant instruction cut-off time.
- 16.3 An instruction provided through our Phone Banking Service will be processed, using the currency exchange rate that applies at the time when we process the instruction. You acknowledge that the currency exchange rate that we apply is the rate that applies at the time we process the instruction. Therefore, if we are provided with instructions at the end of the Banking Day we may process the instructions on the next Banking Day at the currency exchange rate that applies at the time we process the instruction on that day. Please note that due to fluctuations in exchange rates, if we are

provided with instructions at the end of a Banking Day there will always be a risk that the exchange rate that applies to the transfer may be less beneficial to you than had we been provided with instructions prior to the end of the Banking Day.

16.4 Where your account is an HSBC Everyday Global Account, an instruction provided via your Visa Debit Card will be processed, using the currency exchange rate that applies at the time we process the instruction. You acknowledge that the currency exchange rate that we apply is the rate that applies at the time we process the instruction. Therefore, if you instruct us using your Visa Debit Card after the end of the Banking Day, we may process the instruction on the next Banking Day at the currency exchange rate that applies at the time we process the instruction. Please note that due to fluctuations in exchange rates, if we are provided with instructions at the end of a Banking Day there will always be a risk that the exchange rate that applies to the transaction may be less beneficial to you than had we been provided with instructions prior to the end of the Banking Day.

## **17 Facsimile & Email Instructions Indemnities**

17.1 If you provide us with either Facsimile Instructions or Email Instructions you agree, so far as it is permissible by the Australian Consumer Law or under the provisions of any other legislation where we are not permitted to exclude liability and the ePayments Code:

- (a) that all risks of unauthorised instructions of fraud lie with you and are not borne by us;
- (b) you agree to indemnify us and hold us harmless against any and all claims which you or any third party may have against us for any damage, loss, cost or expense which you or that a third party may suffer or incur (whether directly or indirectly and whether foreseeable or not) as a result of or in connection with:
  - (i) us acting upon any instructions sent by facsimile or email purporting to be from you or persons authorised by you from time to time;
  - (ii) us not acting upon any instructions sent by facsimile or email purporting to be from you or persons authorised by you from time to time;

where we (in our subjective determination) consider or

suspect that such instructions may have been fraudulently communicated to us, mistakenly or without authority or contain material omissions or errors. Nothing in these paragraphs shall be construed as requiring us to make enquiries as to the genuineness or validity of an instruction “(the Instructions Indemnity);”

- (c) the Instructions Indemnity contained in clause (b) above is subject to us acting upon instructions from persons purporting to be you or persons authorised by you from time to time by notice to us. For the purposes of this paragraph a person shall be deemed a person authorised by you if you have held out that person to us as a person authorised by you and have not notified us in writing that such person has ceased to be authorised.
- (d) If there is any inconsistency with the terms of this Instructions Indemnity and the ePayments Code and/or our Banking Electronically Terms and Conditions, the ePayments Code will prevail.

17.2 You acknowledge that your EFT Account is designed for use by you personally and established primarily for personal purposes.

## **18 Set-off**

18.1 We may, at any time and without notice to you:

- (a) combine or consolidate any or all of your accounts with us (including the Account); and/or
- (b) apply any credit balances in any accounts with us (including the Account) against or in satisfaction of all or any of your liabilities to us or any other member of the Group.

18.2 If we do, the amount in an Account may reduce.

18.3 We may do so in respect of any obligation (whether or not matured and whether actual or contingent) owed by you to us, regardless of the place of payment, booking branch or currency of either obligation and regardless of whether our obligation has matured (for example if our obligation is to repay a term deposit).

18.4 Our rights with respect to the Account shall not be affected by your death or legal incapacity.

18.5 If any obligations are in different currencies, we may convert either

obligation at its spot rate of exchange.

18.6 If any obligation is unliquidated or unascertained, we may set off an amount estimated by us in good faith to be the amount of that obligation.

18.7 We will inform you promptly after exercising our right to set off accounts under this clause 18.

## **19 Closing an Account**

19.1 We reserve the right to close your Account for the following reasons:

- (a) for administrative or reputational reasons (you agree that we do not have to provide you with any reasons as to how we arrived at this conclusion);
- (b) where our risk appetite changes or we are on notice of something that alters our risk appetite (you agree that we do not have to provide you with any reasons as to how we arrived at this conclusion);
- (c) where we believe the Account is being used for a purpose other than what is intended, such as a business purpose;
- (d) where we believe you are or may have breached the law (you agree that we do not have to provide you with any reasons as to how we arrived at this conclusion);
- (e) where you have behaved in a discourteous or threatening manner toward our staff or representatives.

These examples are not exhaustive and we may close the Account for other reasons. If we close the Account for these reasons we will give you 21 days' notice and you agree that this is a reasonable notice period. If the Account is in credit balance we will issue you with a cheque and send this to your last known address. We may close your Account without providing you notice if:

- (f) your Account has a zero balance and you have not used it for at least 3 months;
- (g) your Account is overdrawn and you have not used it for at least 3 months;
- (h) your Account has a balance of less than \$10 and you have not used it for at least 12 months. We will transfer the balance to

another Account in your name or send you a cheque; or

- (i) you have not provided us with any documents, such as identification, documents required for local or foreign tax purposes or other documents we have requested of you in order for us to continue providing the Account to you.

Please also refer to clause 21 Inactive and Dormant Accounts for closure of inactive or dormant accounts.

- 19.2 You may close the Account at any time by written notice to us; however, we reserve the right not to close the Account if there are any liabilities (actual or contingent) owing to us. The credit balance of the Account plus deposit interest if any, less any accrued debit interest, less any accrued account fees, including monthly fees where applicable, and government charges applicable up to the closing date will be paid to you when the Account is closed. Monthly fees will apply even though the Account has been open for only part of the calendar month.
- 19.3 Any part of the Account balance which is not Available Funds at the time of a request to close the Account will not be available until the funds are cleared. If the Account has a debit balance, the balance plus any accrued debit interest, account fees including monthly fees and government charges applicable up to the closing date will be payable by you to us.
- 19.4 When you close the Account on which you have been issued with cheques you must return to us any unused cheque forms. The Account may only be closed after any outstanding cheques have been presented. We reserve the right to return any cheques presented for payment after the Account has been closed and to refuse to close the Account if any cheques issued or provided to you have not been returned to us.
- 19.5 Upon the closure of the Account by us, all liabilities (actual or contingent) owing to us in relation to the Account shall become immediately due and payable. These Terms and Conditions shall continue in full force and effect until all those liabilities have been fully discharged.
- 19.6 When you close an Account which has one or more linked Debit Cards, you must not use (and you must ensure that Users do not use) the Debit Cards after the Account has been closed. You must return all the Debit Cards to us (cut diagonally in half, through the magnetic stripe and through any embedded chip) or satisfy us that they have been destroyed.



## **20 Blocking an Account**

- 20.1 We reserve the right to block access to and/or restrict the operation of the Account for any reasonable reason, including when we believe on reasonable grounds that you may be in breach of the laws of any jurisdiction, including but not limited to laws in relation to money laundering and counter-terrorism. We will notify you in writing if we do so.
- 20.2 We may be precluded by law from giving you a reason as to why we have taken this action.
- 20.3 If we do block access to and/or restrict the operation of the Account you must make alternate arrangements for any direct debits paid from the Account.

## **21 Inactive and Dormant Accounts**

21.1 Without limiting the effect of clause 20, in the event you do not make any withdrawals from your Account, for the period of:

- (a) 24 months for transaction accounts;
- (b) 33 months for savings accounts;

the Account becomes dormant and we block your Account from further withdrawals. In the event that you should wish to make withdrawals you will have to contact HSBC to reactivate your Account. Under these conditions we reserve the right to close the Account without any notice to you.

We may request identification documents from you to reactivate your Account.

- 21.2 In the event HSBC determines your Account is inactive pursuant to clause 21.1, then Statements of Account will return to being provided every 6 months, regardless of any prior request for more frequent Statements of Account.
- 21.3 Certain balances on the Account which have not been used by making a deposit or withdrawal (excluding any bank charges or interest paid) for 7 years are treated by the law as unclaimed moneys. In such situations the Account is closed and credit balances are dealt with in accordance with the relevant legislation.
- 21.4 Any unclaimed monies in foreign currencies will be converted to Australian Dollars, at the prevailing rate at that time, before being sent to the Australian Securities and Investments Commission

(ASIC). When funds are claimed back from ASIC, it will be returned in Australian Dollars.

## **22 Payments**

22.1 In addition to your obligations if the Account becomes overdrawn, you agree that if you fail to pay any amount payable by you under these Terms and Conditions, you will, to the extent permitted by applicable law, pay to us interest on the unpaid amount at the Excess Rate. All payments by you under these Terms and Conditions shall be made free of withholding or deduction on account of tax or other charges. However, to the extent that any payment is subject to withholding or deduction on account of tax or other charges, then you shall be liable to pay an additional amount such that the net payment to us after the withholding or deduction equals the amount otherwise payable by you.

22.2 The following applies in relation to GST:

- (a) dollar amounts stated to be payable by you in any part of these Terms and Conditions are the full amounts payable by you and include GST where it applies. If we notify you of a new or changed fee or charge the amount we notify you will include any applicable GST; and
- (b) in relation to other amounts you may be required to pay us under or in relation to these Terms and Conditions (for example, enforcement expenses) if all or any part of a payment you are required to make does incur GST, then you must pay us an amount which includes the GST on that payment. Where you have to reimburse or indemnify us for an amount, that amount will be inclusive of any GST or other tax payable by us.

## **23 HSBC Premier Cash Management Account Special Terms and Conditions**

23.1 The HSBC Premier Cash Management Account is only available to you while you continue to be eligible for HSBC Premier. If you cease to be eligible for HSBC Premier, the HSBC Premier Cash Management Account will automatically convert to a Day to Day Account and be subject to all normal fees and charges as detailed in the booklet *Personal financial services charges – your guide*.

23.2 You authorise and direct HSBC to debit the HSBC Premier monthly service fee from your nominated HSBC Premier Cash Management Account. You acknowledge that this fee may be varied by us

pursuant to clause 7 of Part D of these Terms and Conditions. You must ensure that your HSBC Premier Cash Management Account contains adequate funds to meet this monthly debit.

23.3 You are entitled to receive the relevant benefits of the HSBC Premier Cash Management Account so long as you continue to be eligible for HSBC Premier.

23.4 If you are connected with a country (for example, because you have income or assets there, or are domiciled or resident there), you may be obliged by law to report your worldwide income to a tax authority in that country. You should take tax advice if you are in any doubt about your tax reporting obligations.

## **24 PowerVantage Cash Management Account Special Terms and Conditions**

24.1 The PowerVantage Cash Management Account is only available while you continue to be eligible for PowerVantage. If you cease to be eligible for PowerVantage your Cash Management Account will automatically convert to a Day to Day Account Account and be subject to all normal fees and charges as detailed in the booklet *Personal financial services charges – your guide*.

24.2 You authorise and direct us to debit the monthly service fee from your PowerVantage Cash Management Account or any other account as agreed with us. You acknowledge that this fee may be varied by us pursuant to clause 7 of Part D of these Terms and Conditions. If this occurs, we will notify you in accordance with the requirements of applicable legislation and, if applicable, the Code of Banking Practice and the ePayments Code.

24.3 You must ensure that your PowerVantage Cash Management Account contains adequate funds to meet this monthly debit.

24.4 The transaction fees and other charges that apply to the PowerVantage Cash Management Account are set out in the booklet *Personal financial services charges – your guide*. Normal government taxes and charges apply.

## **25 Transferring Accounts**

25.1 In the event that HSBC can no longer support your Account or your banking needs are no longer suited by a Personal Deposit Account, you agree that HSBC may transfer your Account to either another HSBC Personal Deposit Account or an account in our HSBC Business or HSBC Corporate deposit products range.

25.2 HSBC will only exercise its rights under clause 25.1 after giving you a minimum of 60 days written notice. If you consider a transfer to either another HSBC Personal Deposit Account or an account in our HSBC Business or HSBC Corporate deposit products range pursuant to clause 25.1 does not suit your needs, you can request us to close the Account in accordance with these Terms and Conditions, any time before we transfer your Account.

## **Part C: Banking Electronically Terms**

### **1 Introduction**

- 1.1 These Banking Electronically Terms are part of the Terms and Conditions. They apply if your Account can be accessed by Phone Banking (including the use of the service to make a BPAY® Payment) or by a Debit Card.
- 1.2 If there is any inconsistency between the Account Terms and these Banking Electronically Terms, these Banking Electronically Terms prevail in respect of EFT Transactions.
- 1.3 Please note that the Online Banking Service is governed by the terms and conditions contained in the PDS for the Online Banking Service that will be provided to you when you register for the Online Banking Service through [hsbc.com.au](http://hsbc.com.au) For clarity, this Part C Banking Electronically Terms does not apply to the Online Banking Service.

### **2 Additional definitions used in relation to EFT Transactions**

- 2.1 The following terms have the following meaning where used anywhere in these Terms and Conditions:
  - (a) **Access Code** means the PIN supplied to a User by HSBC for accessing a Service or executing instructions via the Service.
  - (b) **Access Method** means a method that HSBC makes available to Users of a Service and accepts as authority to act on an instruction given through an Electronic Equipment. A reference to an Access Method includes a reference to each of its individual components and includes, but is not limited to, a Card, an Identifier or an Access Code or any combination of these. It does not include a method where a manual signature is the principal intended means of verifying the authority to give the instruction.

- (c) **Account Terms** means Part B of these Terms and Conditions.
- (d) **Additional User** means a person who has been nominated by you and to whom we have issued a Card and PIN to access your EFT Account.
- (e) **ADI** means an authorised deposit-taking institution as defined in the Banking Act 1959 (Cth).
- (f) **Bank@Post™** means the personal banking service provided by Australia Post.
- (g) **Biller** means an organisation which tells you that you can make payments to it through the BPAY® Scheme.
- (h) **BPAY® Payment** means a payment you instruct HSBC to make on your behalf to a Biller through the BPAY® Scheme.
- (i) **BPAY® Scheme** means an electronic payments scheme through which you can ask HSBC, while HSBC remains a member of the scheme, to make payments on your behalf to Billers. HSBC will tell you if it ceases to be a member of the scheme.
- (j) **Card** means a card issued to Users by HSBC for use at EFT Terminals to access your EFT Accounts, excluding a credit card but including a Debit Card.
- (k) **Cardholder** means a person who holds a Debit Card. A Cardholder is also a User.
- (l) **Daily Visa Transaction Limit** means the total maximum that may be accessed on any one day for Visa Debit Transactions and is set out in clause 4 of Part C of these Terms and Conditions titled "Daily Card Limits".
- (m) **Daily Withdrawal Limit** means in respect of transactions using your Debit Card, inclusive of any ATM Operator Fees, the total maximum withdrawal from your relevant Account that may be obtained with the Debit Card through:
- an ATM; or
  - an EFTPOS Transaction using a Debit Card where the "SAV" ("savings") or "CHQ" ("cheque") key is selected on the EFT Terminal,
- and is set out in clause 4 of Part C of these Terms and Conditions titled "Daily Card Limits".

- (n) **EFT Account** means the Account (as defined in Part A of these Terms and Conditions) which you nominate to conduct EFT Transactions and which HSBC authorises you to access using EFT Transactions. If there is more than one Account holder and/or more than one Authorised Signatory to the Account, each Account holder and each Authorised Signatory must be authorised to operate the Account alone.
- (o) **EFTPOS** means an electronic funds transfer point of sale terminal.
- (p) **EFT System** means the shared system under which EFT Transactions are processed.
- (q) **EFT Terminal** means any terminal connected to the electronic banking system and authorised by HSBC for use with an Access Method to conduct an EFT Transaction, including, but not limited to, ATMs, EFTPOS, contactless and Bank@Post™ terminals.
- (r) **EFT Transaction** means an electronic funds transfer from or to an EFT Account initiated by a User through an Electronic Equipment using an Access Method.
- (s) **Electronic Communication** means a message HSBC transmits to a User and the User receives from HSBC electronically, in a form that the User can retain for later reference such as by printing or by storing for later display or listening.
- (t) **Electronic Equipment** includes, but is not limited to a computer, a telephone and an EFT Terminal.
- (u) **Identifier** means information which must be provided to access your EFT Account using Electronic Equipment and which is not required to be kept secret. An Identifier includes, but is not limited to, the PBN, Account number, Card number and Card expiry date.
- (v) **Instruction** means any request or instruction to HSBC which is effected through the Service by use of an Access Method.
- (w) **Online Banking Service** means the service that HSBC makes available through the internet network to enable the electronic receipt and transmission of information and instructions (including in relation to an EFT Account). This service is governed by the terms and conditions contained in

our PDS for the Online Banking Service or the PDS for Internet Banking, whichever you have subscribed to.

- (x) **Merchant** means a supplier of goods or services who has an EFT Terminal or has means to accept Visa Debit Cards electronically.
- (y) **Mistaken Internet Payment** means a payment made by a User through 'Pay Anyone' where funds are paid into the account of an Unintended Recipient because the User enters or selects a bank/state/branch (BSB) number and/or account number that does not belong to the named and/or intended recipient as a result of:
  - (a) the User's error; or
  - (b) the User being advised of the wrong BSB number and/or account number.

This does not include BPAY® Payments.

- (z) **Pay Anyone** means a facility within the Online Banking Service which allows a User to make payments to other HSBC accounts or accounts held at other Australian financial institutions.
- (aa) **Payment Cut-off Time** means the time in Sydney after which HSBC will not process or make any further payments in that currency on that day. The cut off time varies between currencies. The list of specific cut off times for specific currencies is available at [www.hsbc.com.au](http://www.hsbc.com.au)
- (bb) **PBN** means the ten digit Personal Banking Number supplied to a User and by which HSBC identifies a User for the purposes of using a Service.
- (cc) **Phone Banking Service** means the telephone instruction and information service made available by HSBC's Direct Banking Centre 24 hours, 7 days a week every day of the year.
- (dd) **PIN** means the Personal Identification Number used as an Access Code supplied to a User by HSBC for accessing a Service or executing instructions via a Service.
- (ee) **Receiving ADI** means an ADI which has subscribed to the ePayments Code and whose customer has received an internet payment.

- (ff) **Sending ADI** means an ADI which has subscribed to the ePayments Code and whose customer has made an internet payment.
- (gg) **Service** means the Phone Banking Service or Debit Card, as relevant.
- (hh) **Telegraphic Transfer** means a payment which is transmitted either directly or indirectly by telecommunication methods from HSBC to a beneficiary's bank. Funds sent overseas this way will normally be received by the beneficiary bank within 48 hours (this may take longer in some instances).
- (ii) **Unauthorised** means without the knowledge or consent of a User.
- (jj) **Unauthorised EFT Transaction** means an electronic funds transfer from an Account initiated through an Electronic Equipment using an Access Method without the knowledge or consent of a User.
- (kk) **Unintended Recipient** means the recipient of funds as a result of a Mistaken Internet Payment.
- (ll) **User** means you and any other person authorised by you and HSBC to use a Service to access and operate your EFT Account alone.
- (mm) **Visa Debit Card** means the HSBC Everyday Global Visa Debit Card, HSBC Visa Debit Card, HSBC Premier Everyday Global Visa Debit Card or HSBC Premier Debit Card issued to the User by HSBC for use in accordance with this Part C.
- (nn) **Visa Debit Transaction** means a transaction where a User obtains value:
  - (i) by using a Debit Card in an imprinter and signing a transaction voucher at a participating merchant; or
  - (ii) by giving a Debit Card number over the telephone, by mail or by any electronic means at a participating merchant; or
  - (iii) by using a Debit Card through EFTPOS and selecting the "CR" or "credit" key on the keyboard at a participating merchant; or



- (iv) by using a Debit Card through EFTPOS and selecting the “CR” or “credit” key on the keyboard at a participating merchant to request a cash withdrawal; or
- (v) by using a Debit Card to conduct an EFT Transaction at a contactless EFT Terminal at a participating merchant; or
- (vi) by using a Debit Card to request a cash withdrawal over the counter at a participating financial institution.

### **3 Acceptance**

- 3.1 The first use of an Access Method by a User after receiving these Banking Electronically Terms will constitute your agreement to the Banking Electronically Terms in respect of the Service which is accessed.
- 3.2 These Banking Electronically Terms also apply to any Access Method replaced or re-issued by HSBC.

### **4 Daily Card Limits**

- 4.1 Users must not use an Access Method to withdraw funds in excess of the limits set out in this clause 4 and clause 5 below. In the case of Debit Card, this includes the User’s Daily Visa Transaction Limit and the Daily Withdrawal Limit. If an EFT Account goes over the limit, HSBC may permit a User to use the Access Method, but you must ensure that funds are deposited into the EFT Account which bring the EFT Account back within its agreed limit, without unreasonable delay.

- 4.2 Your Card limits are

#### *Daily Withdrawal Limit*

Your Daily Withdrawal Limit is:

- (a) where your Card is an HSBC Premier Debit Card – AUD2,000;
- (b) where your Card is not an HSBC Premier Debit Card – AUD1,000; or
- (c) where the Card holder is under 18 years of age – AUD100.
- (d) where the Card Holder is over 18 years of age and your card is linked to HSBC Premier Children’s Savings Account -AUD 1,000

#### *Daily Visa Transaction Limit*

Your Daily Visa Transaction Limit is:

- (e) where your Card is an HSBC Premier Debit Card – AUD10,000;
  - (f) where your Card is not an HSBC Premier Debit Card – AUD10,000; or
  - (g) where the Cardholder is under 18 years of age – AUD500.
- 4.3 Merchants, our agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.

## 5 Daily Limits for Phone Banking

5.1 If you transfer funds through our Phone Banking Service your limits are as follows:

	Phone Banking Service – daily limit per User <sup>1</sup>
Transfers between HSBC Australia EFT Accounts in your name only	AUD 500,000
Transfer between HSBC Australia EFT Accounts and third party HSBC Australia accounts	AUD 3,000 Automated
BPAY <sup>®</sup>	AUD 20,000

<sup>1</sup> The maximum daily limit figures in this table refer to the daily limits that apply to each User. For example, if you have two Users, each User may each effect daily transfers “between EFT Accounts” of up to AUD500,000.

5.2 All amounts are in Australian Dollars (or the AUD equivalent for accounts in foreign currency).

## 6 Termination

- 6.1 You may stop your use of the Service at any time by giving written notice to HSBC.
- 6.2 HSBC may terminate the Service at any time by giving you a written notice.
- 6.3 HSBC may suspend or cancel an Access Method at any time without notice if it believes the Access Method is being misused, there is a concern as to the security of the Access Method or there is non-compliance with the Terms and Conditions.

- 6.4 When an Access Method has been cancelled by you or HSBC, Users must not attempt to use the cancelled Access Method again. Where the Service is the Debit Card, we may require you to return all Debit Cards held by all Users.
- 6.5 Bill payments or funds transfers for which Instructions have been given and which are scheduled to be made after your use of the Service is terminated may not be effected by HSBC.

## **7 Telegraphic Transfers**

- 7.1 Where you request an outward Telegraphic Transfer (TT) to be effected from an EFT Account, you acknowledge and agree that the following terms and conditions apply.
- 7.2 In the absence of any specified instructions to the contrary, HSBC may either effect a TT in the currency of the country in which payment is to be made or in our sole discretion, choose not to effect the TT until further instructions are obtained from you in which case, HSBC will not be responsible for any loss or delays which you may suffer.
- 7.3 Depending on your instructions, we may be required to use intermediaries in order to effect a TT on your behalf. These intermediaries may levy fees and charges in addition to those levied by us. A beneficiary's bank or financial institution may also levy fees and charges.
- 7.4 Unless you provide instructions to the contrary, all charges incurred outside Australia are for the account of the beneficiary.
- 7.5 We reserve the right to draw any TT on a different place from that specified by you if operational circumstances so require.
- 7.6 Payment requests delivered to HSBC (in any form including electronically or otherwise), are subject to Payments Cut-off Times. These Payments Cut-off Times may vary depending on the geographical location of the destination and/or currency and are subject to change from time to time. A list of Payments Cut-off Times is available from us on request.
- 7.7 Any requests received by us within the Payments Cut-off Time for the relevant currency, will be processed on the requested value date so long as they are in a form acceptable to us. However while we will remit your funds on value date, we cannot confirm the actions of the receiving bank nor guarantee that the funds will be received by the beneficiary on the same day. Funds sent by TTs will

usually be received by the beneficiary bank within 2 Banking Days from the time the TT is processed. We will not be liable for any delays in processing by the beneficiary bank.

- 7.8 Any requests received by us after the Payments Cut-off Time for the relevant currency, will not be processed on the same day and will be not be processed until the next Banking Day.
- 7.9 We will effect a TT on the basis of our actual selling rate for the relevant currency against the AUD (or another currency in which your account is denominated where applicable) at the time of processing the TT. The applicable amount will be debited from your Account at the time the TT is processed.
- 7.10 TTs are dispatched entirely at your own risk.
- 7.11 We are at liberty to send any TT either literally or in cipher and we accept 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.
- 7.12 You may only cancel or amend a TT if we agree in our absolute discretion. In effecting a TT from your Account, we may be required by law or other rules, policies or guidelines by which we are bound, to disclose certain information which we hold about you to the beneficiary and/or the beneficiary's bank or foreign governments or intermediary service providers in the course of effecting the payment, and by requesting us to perform the TT, you consent to our disclosure of your information.
- 7.13 Where you receive an inward payment into your Account by way of TT and that payment is made in a foreign currency, we will convert that payment into Australian Dollars unless your Account is denominated in that foreign currency or you have instructed us to convert such payment into another currency in which your account is denominated.
- 7.14 Fees and charges are payable in respect to your receipt of an inward or request for payment of an outward TT. These are set out in the booklet *Personal financial services charges – your guide*.

## **8 Users**

- 8.1 If HSBC agrees, you may authorise other persons as Users to access and operate your EFT Account (including any overdraft facility) using a Service.
- 8.2 We suggest you provide all Users with a copy of these Banking

Electronically Terms. A User's access to your EFT Accounts using a Service is governed by the relevant provisions of these Banking Electronically Terms as well as clause 5 Authorised Signatories of Part B and other relevant sections of the Account Terms. You must ensure that each User protects their Access Method in the same way these Banking Electronically Terms require you to protect your Access Method.

- 8.3 You will be liable for all transactions carried out on your Account by any person authorised by you (including Users issued with a Debit Card). Your cancellation of a User's authority will not be effective until your notification of the cancellation is received by HSBC and, where applicable, all Debit Cards held by all Users have been returned to HSBC or HSBC is satisfied that all Debit Cards held by all Users have been destroyed.

## **9 Receipts**

- 9.1 If an EFT Terminal does not provide a receipt, a User's branch may be able to provide one if the branch is able to verify that the transaction took place at the time and place and in the amount reported by the User.

## **10 Access to the Phone Banking Service**

- 10.1 You agree that any person who supplies HSBC with your PBN and Access Code, or a User's PBN and Access Code, may be allowed access to the Phone Banking Service and to any EFT Account. You acknowledge that HSBC will not make a payment to another person unless the correct Access Code and PBN are supplied. We may also ask you for additional information before making the payment.
- 10.2 You agree that HSBC may delay acting upon an Instruction or ask for more information before acting on an Instruction.
- 10.3 HSBC may specify limits on transaction types and values in respect of certain accounts or the use of the Phone Banking Service and may refuse to act on an Instruction if a transaction exceeds a particular limit. Please refer to clause 5 of Part C of this document entitled "Daily Limits for Phone Banking" for details of limits imposed upon the Service. When BPAY® Payments are made, other participants in the BPAY® Scheme may impose additional restrictions.
- 10.4 Where HSBC has Instructions for more than one payment from an EFT Account, it will determine the order or priority in which the

payments are made.

- 10.5 HSBC may change a User's PBN or Access Code at any time, by notifying the User in writing. Users may change their Access Code at any time.
- 10.6 If you request and if HSBC agrees, you and a third party may nominate a third party's HSBC account to be accessed through the Phone Banking Service. You will ensure that access to the third party's account through the Phone Banking Service is limited to making enquiries of the third party's account. You indemnify HSBC against any loss or damage it may suffer due to transactions in respect of the third party's account being conducted through the Phone Banking Service.

## **11 Processing Instructions**

- 11.1 If a User gives an Instruction on a Banking Day to make a payment from an EFT Account after the Payment Cut-off Time it may be processed on the next Banking Day.
- 11.2 If a User gives an Instruction to make an Australian Dollar payment between any accounts with HSBC on a day when any branch of HSBC is open for business it will be made on that day. If no branch of HSBC is open for business the transfer will be made on the next day upon which such a branch is open for business.
- 11.3 If a User gives an Instruction to make an Australian Dollar transfer to any account not held with HSBC on any day which is not a Banking Day, it will not be made until the next Banking Day.
- 11.4 If a User gives an Instruction to transfer a currency (other than Australian Dollars) after the Payment Cut-off Time, it will be made on the next day which is both a Banking Day and a day upon which banks in the country of the relevant currency are open for business other than a US public holiday or a day which is Saturday or Sunday in Australia.
- 11.5 A BPAY® Payment may take longer to be credited to a Biller if a User gives an Instruction to make the payment on a day which is not a Banking Day or if another participant in the BPAY® Scheme does not process the request as soon as they receive its details.

## **12 Recording Telephone Calls**

- 12.1 HSBC may record telephone calls made to HSBC's Direct Service Centre for either training, verification, authentication and/or quality control purposes.

12.2 To help improve our services, and in the interests of security, we may monitor and/or record any telephone calls between us and you or any User. Any recording may be used as evidence.

### **13 Bill payments - BPAY® Scheme**

13.1 The following information must be given to HSBC to instruct it to make a BPAY® Payment:

- (a) the PBN and Access Code;
- (b) the EFT Account from which the payment is to be made;
- (c) the amount to be paid;
- (d) the Biller's code number (found on the bill); and
- (e) the Customer Reference Number (e.g. the account number with the Biller).

13.2 HSBC will then debit your EFT Account with the amount of that BPAY® Payment. HSBC will not be obliged to effect a BPAY® Payment Instruction if the information given is incomplete and/or inaccurate.

13.3 Generally, a BPAY® Payment will be treated as received by the Biller to whom it is directed:

- (a) on the date HSBC is told to make it, if this occurs before the Payment Cut-off Time on a Banking Day; or
- (b) otherwise, on the next Banking Day.

13.4 A delay might occur in the processing of a BPAY® Payment where:

- (a) there is a public or bank holiday on the day after HSBC is told to make a BPAY® Payment; or
- (b) a Biller, or another financial institution participating in the BPAY® Scheme, does not comply with its obligations under the BPAY® Scheme.

13.5 While it is expected that any delay in processing a payment for any of these reasons will not continue for more than one Banking Day, any such delay may continue for a longer period. It is the User's responsibility to allow for sufficient time for the processing of payments to the Biller.

13.6 Users must be careful to tell HSBC the correct amount to be paid. If the amount HSBC was instructed to pay was less than the amount

needed to be paid, another BPAY<sup>®</sup> Payment should be made for the shortfall. If the amount HSBC was instructed to pay was greater than the amount intended, the Biller should be contacted to obtain a refund.

- 13.7 HSBC will attempt to make sure that BPAY<sup>®</sup> Payments are processed promptly by Billers and other participants in the BPAY<sup>®</sup> Scheme.
- 13.8 HSBC will not accept an order to stop a BPAY<sup>®</sup> Payment once HSBC has been instructed to make that BPAY<sup>®</sup> Payment.
- 13.9 If HSBC is advised by a Biller that a BPAY<sup>®</sup> Payment cannot be processed, HSBC will:
  - (a) advise you of this;
  - (b) credit the relevant EFT Account with the amount of that BPAY<sup>®</sup> Payment; and
  - (c) take all reasonable steps to assist in making the BPAY<sup>®</sup> Payment as quickly as possible.
- 13.10 A mistaken BPAY<sup>®</sup> Payment is a BPAY<sup>®</sup> Payment to a person or for an amount which is not in accordance with the Instructions given to HSBC, if any. If your EFT Account is debited with the amount of a mistaken BPAY<sup>®</sup> Payment, HSBC will credit that amount to your EFT Account. However, you must pay HSBC the amount of a mistaken BPAY<sup>®</sup> Payment if a User is responsible for a mistake resulting in that payment and HSBC cannot recover the amount from the person who received it within 20 Banking Days of attempting to do so.
- 13.11 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.
- 13.12 If you notify HSBC that a BPAY<sup>®</sup> Payment made from your EFT Account is Unauthorised, you must provide HSBC with a written consent addressed to the Biller who received that BPAY<sup>®</sup> Payment, allowing HSBC to obtain from that Biller information about your account with that Biller or the BPAY<sup>®</sup> Payment, including your customer reference number and such information as is reasonably required to investigate the BPAY<sup>®</sup> Payment. If you do not give that



consent to HSBC, the Biller may not be permitted under law to disclose to HSBC the information it needs to investigate or rectify that BPAY<sup>®</sup> Payment.

13.13 Subject to the Terms and Conditions and the ePayments Code:

- (a) HSBC is not liable for any consequential loss or damage you may suffer as a result of using the BPAY<sup>®</sup> Scheme, other than due to any loss or damage you suffer due to the negligence of HSBC, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent; and
- (b) you indemnify HSBC against any loss or damage it may suffer due to any claim, demand or action of any kind brought against it arising directly or indirectly because you:
  - (i) did not observe any of your obligations under; or
  - (ii) acted negligently or fraudulently in connection with, the Terms and Conditions.

13.14 HSBC may at any time suspend your right to participate in the BPAY<sup>®</sup> Scheme and will do so without notice if HSBC suspects a User, or someone acting on your behalf, of acting fraudulently.

13.15 BPAY<sup>®</sup> Payments for which Instructions have been given and which are scheduled to be made while your right to participate in the BPAY<sup>®</sup> Scheme is suspended will not be processed by HSBC.

## **14 Security of Access Methods**

14.1 Users must keep their Access Methods secure to prevent Unauthorised use of EFT Accounts. Users must take care to ensure that Access Methods are not misused, lost or stolen and that the Access Method does not become known to anyone else.

14.2 The guidelines below should be followed by Users to ensure the security of an Access Method. These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from Unauthorised EFT Transactions on your EFT Account. Liability for such transactions will be determined under the ePayments Code rather than these guidelines.

#### 14.3 To protect a Card:

- (a) Sign the Card as soon as it is received.
- (b) Carry the Card whenever possible.
- (c) Always keep the Card in a safe place and check regularly to ensure that it has not been lost or stolen.
- (d) Do not lend the Card to anyone.
- (e) When an EFT Transaction is complete, remember to take the Card and any receipt.

#### 14.4 To protect the Access Code or PIN

- (a) Memorise the Access Code or PIN when it is received and destroy HSBC's notification of the Access Code or PIN.
- (b) Do not tell or show the Access Code or PIN to another person or allow it to be seen by another person (including family and friends).
- (c) Do not keep a record of an Access Code or PIN in a way in which it can be determined by another person.
- (d) Do not record an Access Code, PIN and Identifier together, or record a PIN on the Card.
- (e) Do not record an Access Code or PIN on Electronic Equipment or related articles without making a reasonable attempt to disguise the Access Code or PIN or prevent unauthorised access to the record.
- (f) Users should not select an Access Code or PIN which represents their birth date as a numeric code, or an alphabetical code which is a recognisable part of their name, their telephone number or anything else that could be associated with them.
- (g) Be ready to use the Card and enter the PIN when at the Electronic Equipment.
- (h) Do not allow anyone to watch the PIN being entered at Electronic Equipment.
- (i) Do not leave anything behind after making an EFT Transaction, such as the Debit Card or transaction receipt.
- (j) Press the CANCEL or CORRECTION button or symbol

immediately if a mistake is made. It is not possible to stop a transaction once it has been accepted.

- (k) Notify HSBC immediately by calling 1300 308 008 (or from overseas +61 2 9005 8220) at any time if a record of a Access Code or PIN is lost or stolen or if a User suspects that someone else may know a Access Code or PIN. If you are a HSBC Premier customer, please call 1300 301 168 or +61 2 9005 8192 (if overseas)

14.5 If a memory aid is required to recall the Access Code or PIN such a record may be made provided the record is reasonably disguised.

14.6 Examples which we do not consider provide a reasonable disguise are:

- (a) recording the Access Code or PIN as a series of numbers with any of them marked, circled or highlighted to indicate the Access Code or PIN;
- (b) recording the Access Code or PIN with surrounding information which makes it stand out from its context;
- (c) recording the Access Code or PIN as a string of digits in isolation from other information unless the context provides adequate disguise;
- (d) recording the disguised Access Code or PIN on the Card;
- (e) disguising the Access Code or PIN by reversing the number sequence;
- (f) describing the disguised record as a "PIN record", "Access Code record" or similar;
- (g) disguising the Access Code or PIN using alphabetical characters or numbers eg A = 1, B = 2, C = 3, etc, or in any other easily understood code;
- (h) if we allow Users to select or change the Access Code or PIN, selecting or disguising the Access Code or PIN using any of the following combinations (or parts of them), with the Access Code or PIN in its correct sequence within the combination:
  - (i) dates of birth;
  - (ii) personal telephone numbers;

- (iii) car registration numbers;
  - (iv) family members' names;
  - (v) social security numbers; or
  - (vi) licence numbers.
- (i) recording the Access Code or PIN as a:
    - (i) date of birth;
    - (ii) postcode; or
    - (iii) telephone number,
 without additional features of disguise;
  - (j) storing the Access Code or PIN in any low security electronic device of any kind, such as (but not limited to):
    - (i) calculators;
    - (ii) personal computers; or
    - (iii) electronic organisers.

14.7 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning the Access Code or PIN.

### **Cancellation and return of Cards**

14.8 We may cancel a Card, ask for its return, retain a Card presented to us or another person or otherwise cancel access to an EFT Account at any time without notice.

14.9 A Card must not be used after it is cancelled nor, in respect of an Account, if access to that account is cancelled or that EFT Account is closed and when we give you notice of the cancellation of a Card you must return the Card to us (cut diagonally in half, through the magnetic stripe and through any embedded chip) or satisfy us that all Cards have been destroyed. You will be liable for any use of a Card until all Cards are returned to us. If access to an Account is cancelled or an Account is closed, you must also ensure that any periodical debit authorities in respect of that Account are cancelled.

14.10 You must also return all Cards (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfy us that all Cards have been destroyed, if we request you to do so.

14.11 You may cancel a Card at any time by telling us in writing and

returning it to us (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfying us that the Card has been destroyed.

- 14.12 Access to an Account is automatically cancelled if, in relation to the Account, there is more than one Account holder or Authorised Signatory and each is no longer authorised to operate the Account alone.

## **15 Reporting loss, theft, unauthorised use of a Card, breach of Access Code or PIN security or Mistaken Internet Payments etc.**

- 15.1 Users must notify HSBC immediately if a Card is lost, stolen or misused or if an Access Code or PIN becomes known to someone else or if a transaction is suspected to have been made on an EFT Account without a User's authority. Users should also notify HSBC if they believe they have made a mistake in instructing HSBC to make a BPAY® Payment, if there are any delays or mistakes in processing BPAY® Payments, if a BPAY® Payment that has been made from an EFT Account is Unauthorised, or if a User has been fraudulently induced to make a BPAY® Payment.
- 15.2 Users should also notify HSBC immediately if they believe they have made a Mistaken Internet Payment.
- 15.3 Users should notify HSBC in Australia by calling its Customer Service line at any time on by calling 1300 308 008 (or from overseas +61 2 9005 8220). If you do not you may be liable for any loss incurred on your Account.

For Visa Debit Cards you may also call the nearest Visa Global Assistance Centre.

- 15.4 HSBC will acknowledge the notification by giving the User a reference number that verifies the date and time HSBC was contacted. The number is proof that HSBC was advised according to these Banking Electronically Terms and should be kept for future reference. HSBC will then cancel the Access Method and arrange for the User to select a new one.
- 15.5 If for any reason HSBC's hotline is unavailable and this prevents notification, you will not be liable for any Unauthorised transaction which could have been prevented during this period if the hotline had been available, provided HSBC is notified within a reasonable time of the hotline becoming available again.

If a User recovers a Card that has been reported lost or stolen,

the Card must not be used again. Instead, the recovery should be reported to us or, where the User is overseas, to any financial institution displaying the Visa card symbol. The Card should then be cut in half and returned to us.

- 15.6 You agree that HSBC may disclose information about you or your EFT Account to the police or other third parties if it thinks it will help prevent or recover losses or if it is legally obliged to do so.

## **16 Mistaken Internet Payments**

### **16.1 ADIs must investigate**

Where a User reports a Mistaken Internet Payment, HSBC will investigate whether a Mistaken Internet Payment has occurred.

If HSBC is satisfied that a Mistaken Internet Payment has occurred, HSBC will send the Receiving ADI a request for return of the funds.

If HSBC is not satisfied that a Mistaken Internet Payment has occurred, HSBC will not take any further action.

### **16.2 Process where funds are available and report is made within 10 business days**

Where a User reports a Mistaken Internet Payment within 10 business days of making the payment and:

- (a) HSBC and the Receiving ADI are satisfied that a Mistaken Internet Payment has occurred; and
- (b) HSBC is advised by the Receiving ADI that there are sufficient credit funds available in the account of the Unintended Recipient to the value of the Mistaken Internet Payment,

the Receiving ADI must forward the funds to HSBC no later than 10 business days after receiving our request to return the funds.

### **16.3 Process where funds are available and report is made between 10 business days and seven months**

Where a User reports a Mistaken Internet Payment between 10 business days and seven months after making the payment and:

- (a) HSBC and the Receiving ADI are satisfied that a Mistaken Internet Payment has occurred; and
- (b) HSBC is advised by the Receiving ADI that there are sufficient credit funds available in the account of the Unintended

Recipient to the value of the Mistaken Internet Payment, the Receiving ADI must:

- (a) prevent the Unintended Recipient from withdrawing the funds for 10 further business days; and
- (b) if the Unintended Recipient does not establish that they are entitled to the funds during this period, the Receiving ADI must return the funds to HSBC within two business days after the expiry of the 10 business day period referred to above.

#### **16.4 Process where funds are available and report is made after seven months**

Where a User reports a Mistaken Internet Payment more than seven months after making the payment and:

- (a) HSBC and the Receiving ADI are satisfied that a Mistaken Internet Payment has occurred;
- (b) HSBC is advised by the Receiving ADI that there are sufficient credit funds available in the account of the Unintended Recipient to the value of the Mistaken Internet Payment; and
- (c) the Unintended Recipient consents to return of the funds, the Receiving ADI must forward the funds to HSBC.

#### **16.5 Process where funds are not available**

Where HSBC and the Receiving ADI are satisfied that a Mistaken Internet Payment has occurred, but there are insufficient credit funds available in the account of the Unintended Recipient to the full value of the Mistaken Internet Payment, the Receiving ADI must use reasonable endeavours to retrieve the funds from the Unintended Recipient for return to the holder.

If the Receiving ADI is unable to recover the funds from the Unintended Recipient, the account holder will be liable for losses arising from the Mistaken Internet Payment.

#### **16.6 Unintended Recipient**

If you receive a Mistaken Internet Payment into your account, you authorise HSBC, as Receiving ADI, to withdraw the funds from your account and return the funds to the Sending ADI in order to comply with our obligations under the ePayments Code.

## 17 Liability for Unauthorised EFT Transactions

17.1 You are liable for all EFT Transactions carried out in respect of your EFT Accounts with the knowledge and consent of a User.

17.2 You will not be liable for losses in respect of an EFT Account caused by an Unauthorised EFT Transaction:

- (a) resulting from Unauthorised use of a Card or an Access Code or PIN before the User has received the Card or set up their Access Code or PIN which forms part of their Access Method;
- (b) after HSBC receives notification that a Card has been misused, lost or stolen, or the Access Code, or PIN has become known to someone else;
- (c) relating to any component of an Access Method that is forged, faulty, expired or cancelled;
- (d) caused by the fraudulent or negligent conduct of employees or agents of:
  - (i) HSBC; or
  - (ii) any organisation involved in the provision of the EFT System; or
  - (iii) any Merchant.

where it is clear that the User has not contributed to the loss;

- (e) caused by the same transaction being incorrectly debited by HSBC more than once to the same EFT Account; or
- (f) where the transaction can be made using an Identifier without a PIN, Card or Visa Debit Card. Where a transaction can be made using a Card or Visa Debit Card, or a Card or Visa Debit Card and an Identifier, but does not require a PIN, you will be liable only if the User unreasonably delays reporting the loss or theft of the Card or Visa Debit Card.

17.3 Where HSBC proves on the balance of probabilities that the User has contributed to losses in respect of an EFT Account resulting from an Unauthorised EFT Transaction by:

- (a) the User's fraud;
- (b) voluntarily disclosing the Access Code or PIN to anyone, including a family member or friend;
- (c) indicating the PIN on the Card;



- (d) keeping a record of the PIN with any one article or several articles carried with the Card or liable to loss or theft simultaneously with the Card, without making any reasonable attempt to disguise the PIN or taking responsible steps to prevent Unauthorised access to that record;
- (e) where the Access Method comprises an Access Code or PIN without a Card, keeping a record of the Access Code or PIN on one article or on several articles so that they are liable to loss or theft simultaneously, without making any reasonable attempt to disguise the Access Code or PIN or taking responsible steps to prevent Unauthorised access to that record;
- (f) when selecting or changing an Access Code or PIN, choosing an Access Code which represents as a numeric code the User's birth date or an alphabetical code which is a recognisable part of the User's name;
- (g) acting with extreme carelessness in failing to protect the security of the Access Code or PIN;

you will be liable for the losses which occur before HSBC is notified of the Unauthorised use, loss or theft of the Card or breach of Access Code or PIN security.

17.4 Where more than one PIN is required to perform a transaction and HSBC proves that a User breached the security requirements in clause 14 for one or more, but not all, of the required PINs, you are liable under clause 17.3 only if HSBC also proves on the balance of probability that the breach of the security requirements in clause 14 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

17.5 Effective from 17 April 2013, you are liable for losses arising from unauthorised transactions that occur because a User contributed to losses by leaving a Card or Visa Debit Card in an ATM, except where the ATM did not contain reasonable safety standards that would mitigate the risk of a Card or Visa Debit Card being left in the ATM.

17.6 When HSBC proves on the balance of probabilities that the User has contributed to losses in respect of an EFT Account resulting from an Unauthorised EFT Transaction by unreasonably delaying in notifying HSBC of the Unauthorised use, loss or theft of the Card or that the Access Code or PIN has become known to someone

else, you will be liable for the losses which occur between when the User became aware of the loss, theft or Unauthorised use (or should reasonably have become aware in the case of a lost or stolen Card) and when HSBC was actually notified. However, even if HSBC proves on the balance of probabilities that the User has contributed to losses in respect of an EFT Account resulting from an Unauthorised EFT Transaction you will not be liable for:

- (a) That portion of the loss incurred on any one day which exceeds any applicable daily transaction limits;
- (b) That portion of the loss incurred in a period which exceeds any other periodic transaction limits applicable to that period;
- (c) That portion of the loss on an EFT Account which exceeds the balance of that Account (or where you have any pre-arranged credit, exceeds the approved credit limit);
- (d) Losses incurred on any Accounts which you had not agreed with HSBC could be accessed using the Access Method; or
- (e) Where the Unauthorised EFT Transaction relates to a Debit Card, losses that would exceed the amount of your liability to us had we exercised our rights (if any) under the rules of the Visa International card scheme against other parties to that scheme.

17.7 Where a PIN or Access Code was required to perform the Unauthorised EFT Transaction and we do not prove that you have contributed to losses, your liability for any loss in respect of an EFT Account arising from an Unauthorised EFT Transaction is the lesser of:

- (a) AUD150; or a lower figure determined by HSBC;
- (b) the balance of the relevant EFT Account (or where you have any pre-arranged credit, the approved credit limit) but only if you had agreed with HSBC that the EFT Account could be accessed with the Access Method;
- (c) the actual loss at the time HSBC is notified of the Unauthorised use, loss or theft of the Card or the breach of PIN or Access Code (except that portion of the loss incurred on any one day that exceeds any daily or periodic transaction limits applicable to the use of the Access Method or EFT Account); or

- (d) where the Unauthorised EFT Transaction relates to a Debit Card, the amount of your liability had we exercised our rights (if any) under the rules of the Visa International card scheme against other parties to that scheme.

### **Liability for other Unauthorised transactions on a Card**

17.8 If, in cases not involving EFT Transactions, a Card is used without a User's authority, you are liable for the actual loss arising from the Unauthorised transaction(s) before we are notified of the Unauthorised use (except that portion of the loss incurred on any one day which exceeds any applicable daily or other periodic transaction limit) less any amount recovered by us in the exercise of our rights (if any) under the rules of the Visa International card scheme against other parties to that scheme.

## **18 Electronic system malfunctions**

18.1 We will make all reasonable efforts to ensure that the Electronic Equipment or systems provided by or on behalf of us is operational and is functioning correctly. If the electronic system for processing transactions initiated using a Card malfunctions, alternative manual procedures may be available from the Merchant for retail point-of-sale transactions by using a Card and signing a User's authorisation of the transaction.

18.2 We are not liable to you if that Electronic Equipment or system does not accept a User's Instructions, or if an Access Method fails to operate the Electronic Equipment or system.

18.3 If the Electronic Equipment or system provided by or on behalf of HSBC to facilitate EFT Transactions malfunctions, HSBC will account to you for any loss caused by the equipment or system accepting a User's Instructions but failing to complete the transaction. However, if the User should have known that the equipment or system was unavailable for use or malfunctioning, HSBC will only be responsible for correcting errors in the Account and refunding to you any associated fees or charges.

18.4 Users should make a note of the location of the relevant Electronic Equipment or system, the time of the malfunction and the amount involved and report the malfunction to HSBC. You should also check your next Account statement to verify that the necessary corrections have been made to the EFT Account.

## **19 Cards**

### **Issue of Debit Cards**

- 19.1 You can have up to 1 Card linked to your Account (including any overdraft facility) for a single account holder and 2 Cards linked to your Account for joint account holders.
- 19.2 The Daily Visa Transaction Limit and the Daily Withdrawal Limit are set out in clause 4 of Part C of these Banking Electronically Terms.
- 19.3 Users are authorised to access and operate your Account by a Card, subject to the Terms and Conditions and such limits as the Account holders notify us of in writing from time to time.

### **Receipt of a Card and PIN**

- 19.4 Each Card or its replacement will be sent to the User's address by mail. Each Card should be signed by the User upon receipt. Soon after receipt of a Card, a User will receive a PIN for the Card. This will be sent to you via text message or in a specially sealed envelope that is secure.
- 19.5 Where we give you a Card from an HSBC branch, the PIN will be received in the specially sealed envelope at the same time as the Card. If travelling overseas, both the Card or replacement Card and PIN may be made available to Users at an HSBC branch or other location acceptable to HSBC. Each Card is for the sole use of the person named on it and is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "valid end" date shown on it.
- 19.6 Each Card remains our property. We may issue replacement Cards at any time.

### **Use of a Card at an ATM or EFTPOS**

- 19.7 You authorise us to act on the Instructions entered into an EFT Terminal when:
- (a) a Debit Card is used with the PIN at the EFT Terminal and the "savings" or "cheque" or "credit" button (for Visa Debit Card) is selected; or
  - (b) a Visa Debit Card is used without a PIN at an EFT Terminal and the "CR" or "credit" button is selected; or

- (c) a Visa Debit Card is used without a PIN at an EFT Terminal.
- 19.8 If it is not possible to carry out the Instructions given using a Card at an EFT Terminal on your EFT Account, the transaction may be directed to any other account you have with us.
- 19.9 Cash dispensed from an ATM or over the counter through use of an EFT Terminal is at your risk from when it becomes visible or available to a User.
- 19.10 With the exception of contactless EFT Transactions, unless there is a system malfunction or the transaction is a Visa Debit Transaction using the “CR” or “credit” button without PIN, an EFT Terminal will only accept a Card if the correct PIN is entered on the keypad of the EFT Terminal. If the PIN is not accepted by an EFT Terminal, the sale and or provision of cash will be refused.
- 19.11 If, for any reason other than a malfunction, a Merchant does not accept a Debit Card, or if a User has a complaint about the goods or services provided, this must be taken up with the Merchant and not with HSBC.

## **20 Access Methods & Limits**

- 20.1 You must not use an Access Method to withdraw funds in excess of the Account balance. If the Account balance is exceeded without our approval, you must immediately repay the excess and the terms relating to Overdrawn Accounts will apply to your Account.
- 20.2 We will advise you separately of any other transaction limits that might apply.
- 20.3 Merchants, our agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.

Please also refer to clause 4 of these Banking Electronically Terms on Agreed Daily Card Limits.

## **21 Overseas transactions**

- 21.1 Withdrawals made using a Card in an overseas country are subject to fees. The fees may change from time to time at HSBC’s discretion. The Account in Australia will be debited with the amount of the overseas withdrawals at the prevailing foreign exchange rates, as determined by the relevant member of the HSBC Group or by HSBC’s agents on the day of conversion to Australian currency.

- 21.2 The use of a Visa Debit Card in an overseas ATM or EFT Terminal displaying the Visa, Visa PLUS logos (as applicable) is governed by the regulations of the country in which the service is used and by the Terms and Conditions.
- 21.3 Transactions with a Card (where your account is not an Everyday Global Account) are converted from the currency of the transaction to the Australian Dollar equivalent as at the date they are processed. If you use your Visa Debit Card for purchases including online purchases or withdrawals from ATMs in an overseas country, we will charge fees as set out in the booklet *Personal financial services charges – your guide*. All transactions are listed on your Account statement in the currency of the transaction and the Australian Dollar equivalent.
- 21.4 With the exception of overseas transactions in Chinese Renminbi or currencies that you cannot hold an account for, overseas transactions using a Visa Debit Card that are linked to an Everyday Global Account will be undertaken in the relevant foreign currency where you hold a sufficient balance of that foreign currency in your Everyday Global Account. Please refer to clause 7.8 on what happens when there is an insufficient balance of foreign currency in your Everyday Global Account to complete an overseas transaction. Where you perform an overseas transaction in Chinese Renminbi or currencies that you cannot hold an account for, it will be converted into Australian Dollars and debited from your Everyday Global Account.

## **22 Receipts**

- 22.1 If an EFT Terminal does not provide a receipt, a User's branch may be able to provide one if the branch is able to verify that the transaction took place at the time and place and in the amount reported by the User.

## **23 Using a Card**

- 23.1 The Visa Debit Card can normally be used to obtain goods and services at Merchants (such as shops, vehicle repairers, restaurants and theatres) in Australia and overseas where the Visa or Visa Plus symbols are displayed.
- 23.2 Users can use the Visa Debit Card to obtain goods and services through mail order, by telephone, over the internet and by other means accepted by us from time to time, where the Merchant accepts that form of payment.

- 23.3 We have no control over the hours a Merchant may be open for business. The hours during which an EFT Terminal will be available may therefore vary in accordance with the Merchant's opening hours.
- 23.4 Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.
- 23.5 We are not responsible for goods or services obtained by using a Card, unless the law makes us liable. Therefore, if a User has any complaints about goods or services, they must be taken up with the Merchant.
- 23.6 You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods or services to which the voucher relates.
- 23.7 The fact that card promotional material or the Visa symbol is displayed at a Merchant's premises cannot be taken as a warranty by the Merchant or a guarantee by us that all goods and services available there may be obtained by using the Visa Debit Card. We are not responsible if a Merchant refuses to accept or honour the Visa Debit Card, does not allow cash withdrawals or places other limitations on using the Visa Debit Card.
- 23.8 Users must check that the correct amount is entered in an EFT Terminal or written in the "total" box on a voucher before authorising a transaction or signing a voucher.
- 23.9 Users may be able to obtain cash on your relevant EFT Account by presenting the Card at a branch counter of a financial institution with whom we are associated.
- 23.10 When obtaining cash at a branch of any associated financial institution, Users may be required to produce suitable identification which identifies the holder of the Card (such as photographic driver's licence or passport). We do not warrant that ATMs will always have money available. The minimum and maximum amount of cash that can be obtained using the Card may vary depending on which financial institution the Card is used at.

## **24 ePayments Code**

- 24.1 HSBC warrants that it will comply with the requirements of the ePayments Code in relation to EFT Transactions.

## **Part D: General Terms**

### **1 Code of Banking Practice**

- 1.1 The relevant provision of the Code of Banking Practice will apply to your Account.

### **2 Our Rights**

- 2.1 We are authorised to select and use agents and third parties in the performance of any transaction in connection with these Terms and Conditions including, without limitation, the enforcement of these Terms and Conditions against you.
- 2.2 We are authorised to use any payment system or intermediary bank we reasonably select. Notwithstanding any communication to the contrary from you, we shall act in accordance with the rules and regulations of any payment system or intermediary bank that we select.
- 2.3 Our duty to perform any obligation shall be suspended to the extent that, and for so long as, we cannot act on or execute, or are restricted in acting upon or executing, any instruction from you or performing any other obligation due to any events or circumstances outside our control.
- 2.4 To the extent that, and for so long as, such measures or events persist we are not obliged to perform that obligation at some other place, in some other currency or by providing cash.
- 2.5 Our right of set off obligation in different currencies is not affected.

### **3 Your Responsibilities**

- 3.1 You promise that all particulars given to us (whether in an Account Opening Document or otherwise) are accurate and complete and not, by omission or otherwise, misleading.
- 3.2 You owe us a duty of care and will not do anything which may facilitate, or omit to do anything which may prevent, any fraud, forgery or other illegal act.
- 3.3 In order to ensure our records are accurate you will promptly notify us in writing of any change in:
  - (a) your name or address;
  - (b) the authority of any Authorised Signatory; or



- (c) the contents of any Account Opening Documents or any other documents, information or authorisations supplied pursuant to the Account Opening Documents.
- 3.4 If you are registered for our Phone Banking Service or our Online Banking Service you may notify us of a change of address by phone.
- 3.5 If no such notice is given (regardless of whether such change is registered in a public registry), we are entitled to rely on information, authorisations and documents previously supplied by you. We will not be responsible for any errors or losses associated with Account changes where we have received no or inadequate prior notice.

#### **4 Your Confidential and Personal Information**

In this clause:

- “Personal Information” means information or an opinion about you.
- “Our Website” means [www.hsbc.com.au](http://www.hsbc.com.au)

This clause operates in addition to any consent you have provided us in the Account Opening Form.

In order for us to provide or to consider providing you products or services to you (including an account) and/or to enter into any transactions with you for or on your behalf, we are required to, and will collect and hold information about you, including credit information and Personal Information (“customer information”). We are also required to collect and verify information that may identify you under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) before we provide or consider providing you with a product or service, as well as update such details from time to time.

Subject to law all customer information will (whether within or outside of Australia) be used, stored, disclosed, transferred, obtained, or exchanged with all such persons as we may consider necessary in order to provide you with products and services, including any member of the HSBC Group in Australia or overseas or third parties, such as: our service providers (and their contractors); your advisers; payments systems operators, payment beneficiaries, Authorised Signatories; any person through whom you applied for a product or service; for purposes including the processing and matching of data, and transactions by us and to facilitate the storing of customer information within an HSBC Group member’s systems (where those systems may be located outside Australia and owned or licensed to another HSBC Group member); to

facilitate transactions entered into between you and us, or performed by us at your or any Authorised Signatory's request and for or on your or any Authorised Signatory's behalf; cards schemes, BPAY; Australia Post if you use Bank@Post; to promote, facilitate and manage the provision of any other HSBC products or services to you (including those products or services offered by others on our behalf) as well as for planning, product development and research purposes and to seek your feedback on products and services offered by us; to identify products or services that may interest you and market them to you (unless you ask us not to); and to aid in our or an HSBC Group member's compliance with anti-money laundering and counter-terrorism financing laws, in Australia or any other country or with disclosure requirements under any law binding on us.

Being a global organisation, the HSBC Group leverages its global synergies in providing products, or services to you. Whether it is used, stored or processed in Australia or elsewhere, the customer information will be protected by strict confidentiality and security, of which all HSBC Group members, their staff and any third party service providers, agents, or contractors are subject and will only be used in accordance with our instructions unless otherwise required or allowed by law or any governmental agency or regulatory agency or authority or for the purpose of preventing or detecting fraud or other violations or suspected violations of the law.

As such, HSBC may disclose your customer information to members of the HSBC Group located overseas in countries where we operate. A list of these countries can be found on Our Website and may be updated from time to time. If you apply for, or we provide you with, a product or service, you consent to the disclosure of your customer information to our offshore HSBC Group entities. Such HSBC Group entities will manage your personal information in accordance with strict confidentiality and security requirements which are designed in compliance with the United Kingdom's Data Protection Act 1999 (UK), whose privacy standards are comparable with the Australian privacy legislation. For this reason, we will not have to take such steps as are reasonable in the circumstances to ensure that our group comply with the Australian Privacy Principles.

You or any Authorised Signatory can access the information we hold about you or them at any time by contacting us. A fee may apply. We

will comply with requests for access unless we are required to refuse to do so under any applicable laws or regulations.

To find out more about our handling of Personal Information please refer to our Privacy Policy which is available on Our Website, in branch or on request to the Privacy Officer, HSBC Bank Australia Limited, GPO Box 5302, Sydney, NSW, 2001. Our Privacy Policy contains information on how you may access and correct your customer information and how you can make a complaint in relation to your Personal Information.

## **5 Anti-Money Laundering, Terrorist Financing, Sanctions, Taxation etc.**

5.1 You acknowledge and agree that:

- (a) we and other members of the HSBC Group are required to comply with Australian and global anti-money laundering and counter-terrorism financing laws, sanctions implementation laws and the regulations, requests, directives and policies of Australian and overseas regulators as well as our Group policies associated with enforcing these laws. We must also comply with financial and suspicious matter reporting requirements under these laws that:
  - (i) may prohibit us from entering or concluding transactions involving certain persons, entities or services; or
  - (ii) may require us to report transactions of a certain amount or of a suspicious nature, or a suspicious matter to a local or overseas regulatory authority.

Transactions impacted include those that may:

- (iii) involve the provision of finance to any person or entity involved or suspected of involvement in terrorism, money laundering or any terrorist or money laundering act; or
- (iv) be relevant to investigation of an actual or attempted evasion of a taxation law, investigation of or prosecution of a person for a money laundering or terrorist financing offence in this jurisdiction or in any other in which the HSBC Group operates, or an offence against a law of the Commonwealth or a Territory, or the enforcement of the Proceeds of Crimes Act 2002 (Commonwealth) or its State or Territory equivalent;

- (v) involve persons or entities which may be the subject of sanctions.
  - (b) we, and other members of the HSBC Group, may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf via our systems and may delay, block, withhold or refuse to make any payment, or part of any payment and payment screening or withholding may cause a delay in processing certain information; and
  - (c) neither we nor any member of the HSBC Group will be liable for any loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party, arising out of any action taken or any delay or failure by us, or any member of the HSBC Group, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under this section headed "Anti-Money Laundering, terrorist financing, sanctions, taxation etc".
- 5.2 To help improve our services, and in the interests of security, we may monitor and/or record any telephone calls between us and you or any Authorised Signatory. Any recording may be used as evidence.

## **Foreign Tax Obligations (where applicable)**

### **Data Gathering and Reporting**

- 5.3 In order to comply with any request for information ("Tax Information Request") made by any local or foreign regulatory or tax authority ("Tax Authority") in accordance with any local or foreign law, legislation or regulation and/or to satisfy our Tax Reporting and Accounting Obligations, you agree that we may gather, store, use, process, disclose and report to any such Tax Authority any Entity Status Information, Personal Tax Information, Financial Information or Additional Information that we hold or that you provide to us.
- 5.4 Within thirty (30) days of the date of our written request (the "Request"), you agree to provide us with any Entity Status Information, Personal Tax Information, Financial Information or Additional Information that is specified in the Request (individually

or collectively, the “Required Information”).

- 5.5 We will assume that receipt by you of Personal Tax Information, Financial Information or Additional Information relating to your Substantial Owners constitutes consent by such individuals for the purposes of any applicable Data Protection Legislation or other law or regulations in order to permit us to gather, store, use, process, disclose and report such information to any Tax Authority.
- 5.6 You agree to inform us promptly in writing if any of your Entity Status Information or Personal Tax Information changes.

### **Withholding and Payment of Foreign Tax**

- 5.7 If you fail to provide us with the Required Information within the time period specified in the Request, you agree that we shall be entitled without incurring any liability to you: (a) to deduct or withhold tax or any other sum or levy from your Account or from any payment or benefit that is payable to you by us or credited to your Account; and (b) to pay over or otherwise account for any such tax or equivalent sum to the relevant Tax Authority in accordance with our Tax and Accounting Obligations and whether calculated by us or as specified or required by a Tax Authority in accordance with any law, legislation or regulation of Australia or any foreign country or agreement with the Tax Authority of a foreign country.

### **Written Requests**

- 5.8 A written request pursuant to this section may be given to you by post, facsimile (fax) or e-mail to the address or according to the details last notified in writing by you to us and shall be deemed to have been received by you: (a) where sent by post, two days after posting if such address is in Australia and seven days after posting if sent by post to an address outside Australia; or (b) where sent by facsimile (fax) or e-mail, immediately after transmission.

## **6 Costs and Expenses**

- 6.1 You shall pay to us all reasonable costs and expenses (including legal fees on a full indemnity basis) incurred by us in connection with:
  - (a) the exercise and preservation of rights under these Terms and Conditions;

- (b) the appointing of agents or third parties for the purposes of providing certain services to you; and
- (c) any legal proceedings or disputes between you and a third party where we become involved in such proceedings or disputes.

6.2 These costs and expenses are payable on demand or when we debit the Account for them.

## **7 Changes to these Terms and Conditions and the PDS**

7.1 We have the right to change any part of these Terms and Conditions or the PDS, including the booklet *Personal financial services charges – your guide*. For example, we may:

- (a) change any applicable interest rate or rates (except the rate applying to a Term Deposit Account during its term) and the tier to which an interest rate applies;
- (b) change the minimum opening deposit and minimum Account balance;
- (c) change the fees and charges; and
- (d) introduce new fees and charges.

All these changes can be made without your consent.

7.2 We will give you notice in writing at least 30 days before the change comes into effect if we:

- (a) introduce a fee or charge (other than a government charge);
- (b) change the method by which interest is calculated or the frequency with which it is credited or debited;
- (c) change the minimum balance to which an account keeping fee applies;
- (d) change the balance ranges within which interest rates apply to an Account;
- (e) increase a fee or charge which relates solely to the use of an Access Method or the issue of an additional or replacement Access Method;
- (f) impose, remove and adjust a daily or other periodic transaction limit applying to the use of an Access Method, an EFT Account or Electronic Equipment; or
- (g) increase your liability for losses relating to EFT Transactions.

- 7.3 In any other case we will give you notice of the change in writing or by advertisement in the national or local media no later than the day the change takes effect.
- 7.4 We may notify you of the introduction or change of a government charge payable directly or indirectly by you by advertisement in the national or local media or in writing. We will not need to do so if the government advertises the change.

## **8 Electronic Communication**

- 8.1 Where applicable to your EFT Account and Access Method, HSBC may ask you to agree that HSBC may satisfy any requirements under these Terms and Conditions and the ePayments Code to provide you and any User with information (including a written notice) by:
- (a) Electronic Communication to an electronic address nominated by you or the User; or
  - (b) making the information available at our website [www.hsbc.com.au](http://www.hsbc.com.au) for retrieval by you or a User (after notifying you or the User by Electronic Communication to an electronic address nominated by you or the User that the information is available for retrieval and the nature of the information and providing you or the User with the ability to retrieve the information by Electronic Communication).
- 8.2 If you agree:
- (a) you or the User will not receive paper copies of the relevant information, however HSBC may decide to send you or the User information in paper copy where we deem it appropriate;
  - (b) you or the User will need to regularly check to see if he or she has received any Electronic Communications from us;
  - (c) you or the User will need to maintain and check his or her electronic address regularly to ensure it is always capable of receiving an Electronic Communication; and
  - (d) you or the User will be responsible for printing or saving important information – and we strongly recommend that you or the Users do so.
- 8.3 You may at any time by notice to HSBC terminate your agreement to receive information by Electronic Communication.

## **9 Commissions**

9.1 If you are introduced to us by, or apply to us through, a third party (such as a financial planner, financial adviser, broker or accountant) then you acknowledge that we may pay that third party a commission.

## **10 Miscellaneous**

10.1 If any provision of these Terms and Conditions is, or becomes, illegal, invalid or unenforceable in any jurisdiction, this will not affect:

- (a) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
- (b) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.

10.2 Our rights under these Terms and Conditions:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under any applicable law; and
- (c) may be waived only in writing and specifically.

10.3 Any delay in the exercise or non-exercise of any such right is not a waiver of that right.

10.4 No mortgage, charge or other security interest may be granted over or in respect of any Account other than in our favour. Your rights in connection with any Account may not be transferred or assigned.

10.5 Unless proven otherwise, proof of posting or transmission of any notice or Account statement (other than a Debit Card or an Access Code) to you will be prima facie evidence of receipt of the notice or Account statement by you at the time when the notice or Account statement would in the ordinary course be delivered or transmitted.

10.6 In the event of any inconsistency between these Terms and Conditions and the PDS for your particular kind of Account, the terms of the PDS prevail, to the extent of the inconsistency.

10.7 We shall not be liable to you in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with these Terms and Conditions to the extent such loss or damage is consequential,



indirect, special or punitive, whether or not you had been advised of the likelihood of any such loss or damage.

## **11 Law and Jurisdiction**

11.1 The Terms and Conditions shall be governed in accordance with the laws in force in New South Wales.

11.2 If you are not a resident of Australia:

- (a) you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales and any other court of any other jurisdiction notified to you by us for this purpose;
- (b) you agree, on request by us, to appoint an agent for service of process in Australia; and
- (c) you consent to the service of process out of any courts in Australia by mailing of copies of process by certified or registered airmail postage prepaid to you at your address given in the Account Opening Documents or to any appointed process agent. In either case service will be taken to have been effected on receipt. Nothing in these Terms and Conditions affects the right to serve process in any other manner permitted by law.

## **12 Privacy**

12.1 General Law

HSBC owes you a duty to keep information about you confidential, except in certain situations, such as where disclosure is:

- completed by law (eg a disclosure to a court which is required by a subpoena)
- necessary to protect our interests; or
- made with your consent; or
- where we have a duty to the public to disclose

12.2 Commonwealth Privacy Act

If you are a natural person, HSBC is also required to handle your

personal information in accordance with the Privacy Act. We are bound by the Australian Privacy Principles in that Act, and by other requirements relating to personal credit information.

### 12.3 HSBC Privacy Policy

The HSBC Group's privacy policy explains our approach to privacy. You can get a copy:

- from our website [www.hsbc.com.au](http://www.hsbc.com.au)
- by asking at any of our branches
- by phone: 1300 308 008
- by e-mail: [privacy@hsbc.com.au](mailto:privacy@hsbc.com.au); or
- by writing to:

The Privacy Officer  
HSBC Bank Australia Limited  
GPO Box 5302  
Sydney NSW 2001

## **Part E: Dispute Resolution**

### **1 Making a Complaint**

- 1.1 If you believe a transaction is wrong or unauthorised or there is an error in an Account statement, or where HSBC is the Sending ADI and you wish to make a complaint regarding a Mistaken Internet Payment, or if you otherwise have any concerns about a procedure, compliance issue, or have encountered a problem with our service we want you to tell us about it. We have designed a simple customer complaint process.

### **2 HSBC Customers**

- 2.1 If you have a complaint or concern, make it known at your branch where the Branch Customer Service Manager should be able to resolve the problem; if not the Branch Manager can undertake further investigation and action.

### **3 Customer Relations**

- 3.1 If your complaint hasn't been resolved to your satisfaction,

contact our Customer Relations team by calling 1300 308 188 or if you are calling from overseas: +61 2 9005 8181:

- 3.2 Or you can visit our website, [www.hsbc.com.au](http://www.hsbc.com.au) and record your complaints or feedback via the "Contact Us" icon.

## **4 HSBC's Investigations**

- 4.1 If you have a Debit Card, the procedure for a complaint set out below under "Visa Debit Cards" will apply. For all other matters, our front line staff, managers or Customer Relations team should be able to resolve any issues you raise. If HSBC is unable to resolve your complaint immediately to your satisfaction, HSBC will advise you of the procedures for the further investigation and handling of your complaint and may ask you to provide further details. For example, if there is a dispute over who is liable for a loss resulting from an unauthorised transaction, you will be asked to complete and sign a form providing further information.
- 4.2 HSBC will investigate your complaint and within 21 days of receiving your complaint write to you, explaining the outcome of its investigation or that more time is needed to complete the investigation.
- 4.3 Unless there are exceptional circumstances, HSBC will complete its investigation within 45 days of receiving your complaint. If HSBC is unable to resolve your complaint within 45 days, HSBC will write to you and inform you of the reasons for the delay and provide you with monthly updates on the progress of its investigation and an indication of when your complaint is likely to be resolved, except where HSBC is awaiting a response from you and you have been advised that it requires such a response.

## **5 Results of HSBC's Investigations**

- 5.1 When HSBC completes its investigations of your complaint, it will notify you in writing of:
  - (a) the result;
  - (b) the reasons for its decision with reference to the relevant provisions of the Terms and Conditions;

- (c) if applicable, the ePayments Code; and
  - (d) any further action you can take in respect of your complaint.
- 5.2 If your Account is found to have been incorrectly credited or debited, HSBC will adjust your Account accordingly (including any interest and charges) and notify you in writing of the amount of the adjustment and, if the incorrect crediting relates to a discrepancy between the amount recorded by us as having been deposited and the amount recorded by us having been received, we will also notify you of the difference and the actual amount which has been credited to your Account.
- 5.3 If HSBC finds that you are liable for all or part of the disputed transaction, it will supply you with copies of any document or other evidence on which it based its findings, and advise you in writing if there was any system or equipment malfunction at the time of the transaction.
- 5.4 If you are not satisfied with the decision, you may wish to take the matter further. You may for instance, contact the Financial Ombudsman Service.
- 5.5 Where HSBC is the Receiving ADI in a Mistaken Internet Payment dispute, you agree that you may be subject to the Sending ADI's external dispute resolution scheme, including complying with any decision of that scheme.

## **6 For Electronic Banking Customers Only**

- 6.1 If we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision set out in these conditions and such failure prejudices the outcome of our investigation of the complaint or results in unreasonable delay in its resolution, we may be liable for part or all of the amount of the transaction which is the subject of the complaint.

## **7 Financial Ombudsman Service**

- 7.1 The Financial Ombudsman Service (FOS) scheme is an impartial, independent and free service for personal and small business customers.

7.2 For more information refer to the FOS website [www.fos.org.au](http://www.fos.org.au).

7.3 You can contact FOS by writing to:

Financial Ombudsman Service  
Mail: GPO Box 3 Melbourne, VIC 3001  
Phone: 1800 367 287  
Facsimile: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## **8 EFT Transactions**

8.1 If in relation to an EFT Transaction we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decisions, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the EFT Transaction which is the subject of the complaint.

## **9 Visa Debit Cards**

9.1 Complaints concerning Visa Debit Cards can only be made by Account holders.

9.2 If an Account holder has a complaint concerning a matter relating to the use of a Visa Debit Card or if they believe there is an error on an Account statement relating to the use of a Visa Debit Card, they must tell us immediately in Australia by telephoning 1300 308 188 or contacting their HSBC branch or, if overseas, by telephoning +612 9005 8181. We may decide to resolve the complaint under the rules of the Visa International card scheme. If we do so, resolution of the complaint will be governed by the time limits imposed by those rules and if an Account holder delays notifying us of any apparent error, our ability to investigate and resolve the complaint may be restricted. For this reason an Account holder should report any suspected Unauthorised transaction to us as soon as possible.

9.3 If we are unable to resolve the matter or alleged statement error immediately to the Account holder's satisfaction, the Account holder should notify us in writing of their complaint. We may ask the Account holder to provide further details of the complaint, including information concerning each transaction the Account

holder wishes to query. When we receive this advice we will inform the Account holder in writing of our procedures to handle and investigate the matter.

- 9.4 Within 21 days after receiving the relevant details of the complaint from the Account holder, we will advise the Account holder in writing of either the outcome of our investigation or our need for more time to complete our investigation. In all but exceptional cases we should complete our investigation within 45 days of receiving the complaint.
- 9.5 Subject to paragraphs 9.6(a) to (d) below, where an investigation continues beyond 45 days, we will write to the Account holder and inform them of the reasons for the delay and provide them with monthly updates on the progress of our investigation and a date when a decision can be reasonably expected, except where we are waiting for a response from the User and we have advised the Account holder of this fact.
- 9.6 If we resolve the complaint by exercising our rights under the rules of the Visa International card scheme we will:
- (a) advise the Account holder of either the outcome of our investigation or our need for more time in accordance with the time limits under those rules;
  - (b) write to inform the Account holder of the reasons for delay only where an investigation continues beyond 60 days and provide the Account holder with updates on progress every two months;
  - (c) inform the Account holder in writing of when a decision can be reasonably expected; and
  - (d) suspend your obligation to pay any amount which is the subject of the complaint or any credit or other charges related to that amount until the complaint has been resolved. Your obligation to pay any such amount or charges will be reinstated if the complaint is not resolved in your favour.
- 9.7 Please note that although we are a member of the Visa International card scheme, we cannot automatically exercise

our rights under that scheme. A disputed transaction must fall within a specific category before we can exercise our rights in respect of that transaction. Even if we can exercise our rights, there is no guarantee that our claim will be accepted, as the Merchant's bank may dispute our claim.

## **10 Financial Claims Scheme**

If you do open an Account referred to in this PDS, then in the event of HSBC becoming insolvent, you may be entitled to payment under the financial claims scheme. Payments under the scheme are subject to a limit for each depositor. Information about the scheme can be obtained from the APRA website at:

<http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

## **Part F: Payment Methods**

### **1 Key features and benefits**

1.1 Below is a list of each of the payment methods available with the Accounts described in the PDS. This list should be read in conjunction with the Product Schedule for the relevant Account in the PDS

- (a) Phone Banking Service
- (b) Online Banking Service
- (c) Telegraphic Transfer
- (d) Cheque
- (e) EFTPOS
- (f) Direct Debit
- (g) Periodical payment
- (h) Visa Debit Card

### **2 Phone Banking Service**

2.1 A telephone instruction and information service is made available by HSBC's Direct Banking Centre twenty-four (24) hours, seven days a week every day of the year, subject to availability.

2.2 It is a fast and efficient way to do all your banking – all your

Users need is a phone, their 12 digit Account number and their Access Code to make transfers and payments including:

- (a) Transfer between your own HSBC accounts
- (b) Pay bills displaying the BPAY® symbol
- (c) Make loan repayments

2.3 We may change the Phone Banking Service functions from time to time.

### **3 Online Banking Service**

3.1 A service that HSBC makes available through the internet to enable the electronic receipt and transmission of information and instructions (including in relation to the Account). It is an alternative way to do all your banking, 24 hours a day, 7 days a week, subject to availability. In order for you to use our Online Banking Service you must register. Your use of the Online Banking Service will be governed by the terms contained in the PDS for the Online Banking Service.

### **4 Telegraphic Transfer**

4.1 A payment order which is transmitted either directly or indirectly by telecommunication methods from HSBC to a beneficiary's bank. Funds sent overseas this way will normally be received by the beneficiary bank within two Banking Days, this may be longer in some instances.

### **5 Cheque**

5.1 A convenient way to pay a bill, particularly if you obtain a cheque book rather than visit a branch to purchase a bank cheque. Cheques are debited to your Account.

### **6 EFTPOS**

6.1 An electronic funds transfer point of sale terminal. All you need is your Debit Card and your PIN and you can access your Account at most retail outlets around Australia, and some overseas countries, to pay for goods and/or withdraw cash from your Account, depending on the retailer's policy.

### **7 Direct Debit**



7.1 A withdrawal from the Account made by a third party under an authority you have given that third party to debit the Account.

## **8 Periodical payment**

8.1 A regular withdrawal from the Account in favour of a third party in accordance with an instruction you have given us.

## **9 Visa Debit Card**

9.1 Gives you access to up to two (2) of your HSBC Personal Deposit Accounts where your accounts are not an HSBC Everyday Global Account. Where your account is an HSBC Everyday Global Account, you will only be able to access that account with your Visa Debit Card.

9.2 The following transactions can be performed by using your Card and PIN to access an Account:

- (a) Cash withdrawals at an ATM
- (b) Cash withdrawals using EFTPOS
- (c) Purchases of goods and services using EFTPOS
- (d) Obtain the balance your Transaction Account
- (e) Other Visa Debit Transactions using your 16-digit Visa Debit Card number;
- (f) To deposit funds into your Account at Australia Post Offices using the Bank@Post™ service.
- (g) To deposit funds into your Account using a HSBC branch ATM.

9.3 In Australia, the Card can be used to:

- (a) withdraw cash using EFTPOS wherever the “EFTPOS” signs are displayed; and
- (b) if the Card is a Visa Debit Card, purchase goods and services using EFTPOS wherever the “EFTPOS”, “VISA” or “VisaPLUS” signs are displayed.

9.4 The Visa Debit Card can be used in Australia or overseas at any HSBC ATM, any ATM of an HSBC Group member bank or wherever the “VISA” or “VisaPLUS” signs are displayed.

## **Part G: Collection and Use of Customer Information – Terms and Conditions**

### **DEFINITIONS**

Capitalised terms used in this clause shall have the following meanings

**“Authorities”** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court,

central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

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

**“Connected Person”** means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

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

**“Customer Information”** means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person.

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions,

and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

**“We”, “our” and “us”** refer to **HSBC Bank Australia Limited**

**“HSBC Group”** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **“member of the HSBC Group”** has the same meaning.

**“Laws”** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

**“Personal Data”** means any information relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which they can be identified.

**“Services”** includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

**“Substantial owners”** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**“Tax Authorities”** means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty’s Revenue and Customs).

**“Tax Certification Forms”** means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

**“Tax Information”** means documentation or information about your tax status and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner.

Reference to the singular includes the plural (and vice versa).

## **1 Collection, Processing and Sharing of Customer Information**

These clauses 1-5 explain how we will use your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in

accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our [or a third party's] legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this clause.

## **Collection**

1.1 We and other members of the HSBC Group may collect, use and share **Customer Information** (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group).

**Customer Information** may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

## **Processing**

1.2 Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following Purposes:

- (a) the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
- (b) meeting Compliance Obligations,
- (c) conducting Financial Crime Risk Management Activity,
- (d) collecting any amounts due and outstanding from you,
- (e) conducting credit checks and obtaining or providing credit references,
- (f) enforcing or defending our rights, or those of a member of the HSBC Group,

- (g) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
- (h) maintaining our overall relationship with you (including marketing or promoting financial services or related products and market research), and/or
- (i) for those other purposes mentioned in HSBC's Privacy policy, Privacy Consent and declarations and elsewhere in these terms and conditions (the "Purposes").

## Sharing

- 1.3 By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
- (a) any member of the HSBC Group;
  - (b) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
  - (c) any Authorities, in response to their requests;
  - (d) persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
  - (e) any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
  - (f) other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
  - (g) any third party fund manager who provides asset management services to you;
  - (h) any introducing broker to whom we provide introductions or referrals;

- (i) in connection with any HSBC business transfer, disposal, merger or acquisition;
- (j) for those other purposes mentioned in HSBC's Privacy policy, Privacy Consent and declarations and elsewhere in these terms and conditions.

Wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

### **Your Obligations**

- 1.4 You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.
- 1.5 You confirm that every Connected Person/person whose information (including Personal Data or Tax Information) you have provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. You shall advise such individuals that they have rights of access to, and correction of, their Personal Data.
- 1.6 Where:
  - you fail to provide promptly Customer Information that we reasonably requested, or you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
  - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

We may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to you [and reserve the right to terminate our relationship with you];

- (b) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- (c) block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

## 2 Data Protection

- 2.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.
- 2.2 Under relevant data protection legislation, you have the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

## 3 Financial Crime Risk Management Activity

- 3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ("**Financial Crime Risk Management Activity**"). Such action may include, but is not limited to:
  - (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf,
  - (b) investigating the source of or intended recipient of funds
  - (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or
  - (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming

your identity and status.

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

#### **4 Tax Compliance**

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or Connected Person's place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

#### **5 Miscellaneous**

- 5.1 In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.



5.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

## **6 Survival Upon Termination**

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account. your personal information in accordance with the Privacy Act. We are bound by the Australian Privacy Principles in that Act, and by other requirements relating to personal credit information.

**Issued by HSBC Bank Australia Limited ABN 48 006 434 162 AFSL 232595**

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