

# Personal Internet Banking Agreement



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**This Personal Internet Banking Agreement governs my access to and use of Internet Banking. I have read this Agreement carefully before I access and use Internet Banking. It exempts HSBC Bank Bermuda Limited and other persons from liability or limits their liability and contains other important provisions that I have read. Each time I access and use Internet Banking, this Agreement, as it then reads, will govern my access and use. Accordingly, when I access and use Internet Banking, I should check the date of this Agreement (which appears at the end of this Agreement) and review any changes since the last version.**

**All interest rates and charges that apply to the relevant products / services covered in this Agreement are covered in the “Fees and Charges applicable to your products / services” section which is published on our website at [www.hsbc.bm](http://www.hsbc.bm).**

## 1. Definitions

**“Account”** means each account I have with you (including any term deposit accounts) to which I request access through Internet Banking.

**“Agreement”** means this agreement as amended or supplemented from time to time and any supplementary terms for the provision of the Personal Internet Banking Agreement published and amended by you from time to time.

**“Authorities”** means any judicial, administrative or regulatory body, any government, or public or governmental agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of the HSBC Group.

**“Compliance Obligations”** means obligations of any member of the HSBC Group to comply with (a) any applicable local or foreign statute, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to you or a member of the HSBC Group (the “Laws”), or international guidance and internal policies or procedures (b) any valid demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws and (c) Laws requiring You to verify the identity of its customers.

**“Connected Person”** means a person or entity whose information including Personal Data or Tax Information is provided by, or on behalf of me to any member of the HSBC Group in connection with the provision of the Services. In relation to me, a Connected Person may include, but is not limited to, any guarantor of mine, a director or officer of a company, partners or members of a partnership, any “Substantial Owner”, “Controlling Person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of mine, or any other persons or entities

having a relationship with me that is relevant to my banking relationship with you and the HSBC Group.

**“Controlling Persons”** mean individuals who exercise control over an entity, i.e., for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries and any other individual who exercises ultimate effective control over the trust and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control.

**“Customer Information”** means Personal Data, confidential information, including but not limited to information relating to me as the customer, my relationship with You, accounts, products, services, transactions and Tax Information of me or a Connected Person. .

**“Debit Card”** means each debit card or other financial services card that you issue to me (but not any of my credit cards) that is used to identify me and to authorise Transactions on my Accounts, and includes all or any part of a Debit Card number.

**“Dormant Account”** means an Account that shows no activity (other than entries for charges pursuant to the Fee Schedule or interest credit or debits) for a period of twenty four months.

**“Electronic Means”** means communications sent by email, facsimile, computer, or by the use of scanned or digital signatures or any other electronic means.

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

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

**“HSBC Mobile Banking”** means an extension of

Internet Banking that I can use my Internet Banking Authentication Information to access Internet Banking and the term "App" means an application that runs on a mobile operating system, for example, Apple iOS, BlackBerry OS, and Android;

**"HTSU"** means HSBC Technology and Services (USA) Inc., which has deployed mobile applications for use by you as an HSBC Group Member to enable me to access your financial products and services.

**"I", "me" and "my"** mean myself as a client, and each person who requests access to Internet Banking or uses Internet Banking, and each person who has applied for any Service and my heirs, executors, administrators, successors and assigns.

**"Internet Banking"** means your personal Internet banking service, and includes on-line access to Account information, transferring funds between Accounts, bill payments, general information relating to rates and access to other electronic financial products and services authorised and/or provided by you.

**"Internet Banking Authentication Information"** means the Internet Banking Password and the Personal Identification Question and Answer or biometric or genetic information that I use to identify myself and to gain access to Internet Banking.

**"Internet Banking Password"** means the combination of numbers and/or letters I receive or select for my confidential use to identify myself and to gain access to Internet Banking.

**"Internet Banking Support"** means the Internet Banking telephone and online support service available to provide support in connection with Internet Banking, which may be contacted at the telephone numbers indicated on the Website.

**"Personal Access Number"** means my Debit Card number.

**"Personal Banking Agreement"** means the agreement(s) between you and me which applies to my personal Accounts.

**"Personal Identification Question and Answer"** means the question and answer I select for my confidential use to identify myself and to gain access to Internet Banking.

**"Personal Data"** means any information related to an individual (and corporate entities in those countries where data privacy law applies to corporates) from which an individual can be identified, including without limitation, , name(s), residential address(es), contact information, age, date of birth, place of origin, national or ethnic origin, nationality, citizenship, race, colour,

gender, sexual orientation, sexual life, family status, marital status, physical or mental disability and health, religious belief, political opinions, trade union membership, biometric and genetic information.

**"Security Device"** means any electronic security device, token, certificate or app and all electronic files related thereto or created thereby, that is used by or in relation to my Account and access and use of Internet Banking.

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

**"Tax Authorities"** means domestic or foreign tax, revenue, fiscal or monetary authorities.

**"Tax Information"** means any documentation or information (and accompanying statements, waivers and consents) relating directly or indirectly, to my tax status (regardless of whether I am an individual or a business, non profit or other corporate entity) and any owner, "Connected Person," "Controlling Person," "Substantial Owner", your beneficial owner that you consider, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non compliance) with any HSBC Group member's obligations to any Tax Authority. Tax Information includes, but is not limited to information about tax residence and/or place of organisation as applicable, tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

**"Tax Certification Forms"** mean any forms or other documentation as may be issued or required by a Tax Authority or by you from time to time to confirm my tax status or the tax status of the Connected Person of an entity.

**"Telephone Banking"** means a service provided by you which allows me to perform certain Transactions related to my Account over the telephone.

**"Transaction"** means any transaction performed or requested to be performed in relation to my Account through Internet Banking, including a request for or disclosure of information about an Account.

**"Unclaimed Account"** means an Account that shows no activity (other than charges pursuant to the Fee Schedule) for a period of thirty six months.

**"Website"** means your website located at [www.hsbc.bm](http://www.hsbc.bm) or any other website through which I gain access to

Internet Banking from time to time.

**"Website User Agreement"** means the terms and conditions governing my use of the website.

**"You"** and **"your"** mean HSBC Bank Bermuda Limited and its subsidiaries.

Words in this Agreement that are in the singular include the plural and vice versa, unless the context requires otherwise.

## 2. Accepting this Agreement

This Agreement governs my use of Internet Banking. Accepting and using Internet Banking, I signify that I agree to be bound by this Agreement as it may be amended from time to time. If I do not agree with all of the terms and conditions of this Agreement, I may not use Internet Banking.

You reserve the right to terminate my use of Internet Banking at any time without notice and notwithstanding the foregoing, will endeavour to give me 60 (sixty) days prior written notice, including by Electronic Means, of such termination.

## 3. Service Charges and Fees

I agree to pay all service charges and fees that may apply to my use of Internet Banking in accordance with my Personal Banking Agreement.

## 4. My Personal Access Number, Internet Banking Authentication Information and Security

4.1 In addition to these terms, I agree to comply with any other reasonable instructions or recommendations you may issue regarding Personal Internet Banking security, including, without limitation, the security recommendations contained on the Website.

4.2 I am solely responsible and liable for setting-up, maintaining and regularly reviewing my internal security arrangements concerning access to, and use of, Personal Internet Banking, and information stored on my computing and communications systems, and in particular, control of Internet Banking Authentication Information and Security Device.

4.3 I confirm that I have assessed the security features of Personal Internet Banking and have determined that those features, in combination with my own security measures, are adequate to protect my interests.

4.4 I ensure that I will comply with the terms of this Agreement and any reasonable instructions or recommendations you may issue regarding Internet Banking security, including without limitation, the security recommendations contained on the Website

and in the Website User Agreement.

4.5 I ensure that I will not do anything that will compromise the security of Personal Internet Banking or the systems or security of any other Personal Internet Banking customer.

4.6 To access Internet Banking, I must access it via the Website, must have a Personal Access Number, valid Internet Banking Authentication Information and Security Device that allow you to authenticate my identity. I agree that I will not select an Internet Banking Password based on my or a close relative's birth date, telephone number, address or any other readily identifiable combination of letters or numbers. I agree, as applicable, to change my Internet Banking Authentication Information regularly and not to use any previously used Internet Banking Password. I agree not to share or allow any other person to use my Security Device.

4.7 I agree not to share or allow any other person to use my Security Device.

4.8 My Personal Access Number and Internet Banking Authentication Information are for my use alone and I agree to keep them secret and not reveal them to any person, including your staff. I agree to take all reasonable precautions to maintain the secrecy of my Personal Access Number and Internet Banking Authentication Information, including ensuring that any information stored on any computer with which I access Internet Banking is protected against unauthorised access by 3rd (third) parties. I agree to take steps to prevent the unauthorised use of my Security Device. If I choose to activate the feature that allows me to use my fingerprint or facial recognition to log onto the HSBC Mobile Banking App (for compatible devices only), I agree not to give fingerprint or facial recognition access to anyone I do not authorize to use my Internet Banking. If I do, I will be responsible for any money withdrawn or transferred from my Accounts when such person uses my Internet Banking Authentication Information, including an authorized fingerprint or facial recognition.

4.9 I agree, as applicable, to memorise my Internet Banking Authentication Information and not to record it anywhere. Some Internet browser applications allow the user to electronically store passwords for easy future access to a particular website; I agree not to use this "save password" feature in conjunction with Internet Banking.

4.10 I agree that you are not responsible for the security or confidentiality of my Account information or instructions until actually received by you. Once I have initiated an online Internet Banking session, I will under no circumstances leave the Internet terminal from which

I have accessed Internet Banking until I have terminated that session and have logged off Internet Banking. I will be responsible for ensuring that I am not watched by any other person or monitored by a closed circuit TV, and avoid allowing any other person to identify the keys I am pressing, while logging onto Personal Internet Banking, and that I have logged off Internet Banking at the termination of any Internet Banking session. I will also be solely responsible for implementing any and all browser security measures available through my web browser, including closing my web browser or clearing my browser's cache after accessing Internet Banking. I will also be solely responsible if I access Personal Internet Banking from a publicly accessible or shared Internet access device.

4.11 I agree to notify you immediately by telephone or through Internet Banking if my Personal Access Number or Security Device is lost or stolen or if my Internet Banking Authentication Information has become or may have become known to another person or might otherwise be available for unauthorised Internet Banking. Until I give such notice to you and you actually receive it, I will be liable for all Transactions that may occur as a result of authorised or unauthorised use of my Personal Access Number, Security Device or Internet Banking Authentication Information.

4.12 As applicable, my Internet Banking Authentication Information, Security Device and Debit Card remain your property and may be cancelled or suspended at any time by you without prior notice to me.

## 5. Using Internet Banking

5.1 I acknowledge and agree that I have read the information pertaining to security information on the Website which can be accessed by using the security link. This security information contains important information regarding my use of Internet Banking, the Website and the security of my personal and financial information. I agree that I will periodically review the security information contained on the Website as this information may be updated from time to time.

5.2 I am responsible for ensuring that any instructions regarding my Accounts received by you through Internet Banking are true, accurate, and complete. I acknowledge that you will rely upon the truth, accuracy and completeness of my instructions.

5.3 I request and authorise you to accept, rely upon and act upon my instructions given in any manner permitted by Internet Banking as if I had given signed written instructions to you, even if they may conflict with any other mandate given at any time concerning my Accounts. I further request and authorise you to debit from my Accounts any amounts you have paid or

incurred in accordance with instructions received through Internet Banking.

5.4 I understand and agree that if I have a joint Account, each Account holder is jointly and individually responsible for all online Transactions that affect the joint Account.

5.5 You are not required to confirm the identity or authority of any person using my Personal Access Number, Security Device and Internet Banking Authentication Information to make Transactions. However, you may, in your sole discretion, require proof at any time of the authority of any person seeking to make Transactions on my Account through Internet Banking and may refuse to accept any instructions if you are not satisfied with such proof.

5.6 You may also refuse to complete or may reverse any Transaction if:

- (a) the Transaction is one that you cannot process;
- (b) the Transaction exceeds my balance or credit limit or violates any provision in any other agreement I may have with you;
- (c) the Transaction is directed to a business or other person that does not accept the Transaction;
- (d) there is an operational failure or malfunction in Internet Banking;
- (e) the Transaction involves any Account that you consider a Dormant Account or an Unclaimed Account; or
- (f) completion of the Transaction could violate any of your policies, or procedures or any law, regulation, rule, standard or guideline of any governmental authority to which you or the HSBC Group is subject.

5.7 I acknowledge that the processing of some Transactions such as bill payments or transfers of funds to 3rd (third) parties may require 4 (four) or more calendar days for completion.

5.8 You are not liable for any loss or damage suffered by me or a 3rd (third) party by reason of any failure of or refusal by you to give effect to any of my instructions or requested Transactions or for any delay by you in implementing any instructions or Transactions.

5.9 If I make an error using Internet Banking, I agree to contact you immediately at Internet Banking Support. I acknowledge that you may not be able to stop or reverse a Transaction made through Internet Banking.

5.10 I agree that you may suspend or restrict my right to use Internet Banking or the services available through Internet Banking at any time without prior notice to me.

5.11 I agree and acknowledge that any Transactions conducted via mobile applications are conducted with you and not HTSU.

## 6. Security Devices

6.1 I acknowledge that you grant me a non-exclusive, nontransferable, limited, revocable license to use Security Devices issued by you solely for the purpose of Internet Banking services and related communications with members of the HSBC Group as they may allow from time to time. Except for the specific limited rights granted to me by this license, all rights, title and interest in and to all Security Devices belong to you, and I will not acquire any rights whatsoever to the Security Devices.

6.2 I will ensure that I will immediately give notice to you by telephone if I know or suspect that the Security Device may not function correctly.

6.3 I acknowledge that you disclaim, to the fullest extent permitted by law, any and all representations, warranties and conditions of any kind (whether express, implied, statutory or otherwise) regarding Security Devices, including without limitation representations, warranties or conditions of quality, merchantability, fitness for a particular purpose, performance and durability.

## 7. Disclaimer

My use of Internet Banking and the Website is at my own risk. Internet Banking, the Website and its contents are provided on an "as is" basis, and without any representations, warranties or conditions of any kind, whether expressed or implied, and including without limitation implied warranties of merchantability or fitness for a particular purpose, all of which are hereby disclaimed to the fullest extent permitted by law.

## 8. Liability Exclusion

8.1 I (and not you) assume the entire cost of all necessary servicing, repair or correction to any equipment arising from or connected to my access to the Website and Internet Banking.

Without limiting the above, you do not represent or warrant that:

- (a) Internet Banking, the Website or its content will be available or will function without interruption or that they will be free of errors or that any errors will be corrected; or
- (b) the use of Internet Banking and the Website, including the browsing and downloading of any content, will be free of viruses, trojan horses, worms or other destructive or disruptive

components; or

- (c) my use of Internet Banking and the Website or its content will not infringe the intellectual property or other rights of any 3rd (third) party.

8.2 Other than as provided for in my Personal Banking Agreement, you will not under any circumstances be liable to me or anyone else for any damages (direct, indirect or consequential) relating to the use of Internet Banking and the Website by me or anyone else (including without limitation, loss of use, loss of business, loss of data, loss of profits, and 3rd (third) party claims).

8.3 Without limiting the above, you will not be liable to me or anyone else for any damages suffered as a result of your failure or delay in accepting or processing a transaction or as a result of any failure attributable to any 3rd (third) party. In no event will you be liable to me or anyone else for any losses suffered as a result of the operational failure, malfunction, interruption, change, amendment or withdrawal of Internet Banking, or for any losses suffered as a result of defective or malfunctioning Security Devices.

## 9. Liability Limitation

Other than as provided for in my Personal Banking Agreement, in no event will you ever be liable to me for any claims, proceedings, liabilities, obligations, damages, losses, and costs, under any theory of law or equity, and regardless of any negligence or other fault or wrongdoing by you or anyone for whom you are responsible, in an amount exceeding \$100.00 (one hundred Bermuda Dollars) or the amount I paid to you for the use of Internet Banking, whichever is less.

## 10. Electronic Advertising

From time to time you may advertise your own products or services and those of other companies in the HSBC Group and also those of 3rd (third) parties on Internet Banking.

10.1 The Website may include advertisements for, information about, or links to, other businesses or Internet sites or resources operated by other Persons. Other Businesses and Sites are independent from you, and you have no responsibility or liability for or control over Other Businesses and Sites or the information, goods or services available from or through those Other Businesses and Sites.

10.2 Links to Other Businesses and Sites are provided solely for my convenience. You do not sponsor, endorse or approve any Other Businesses and Sites, or the information, goods or services available from or through those Other Businesses and Sites. My dealings



with, access to and use of Other Businesses and Sites is at my own risk, and I will not make any claim against you arising out of my access to or use of any Other Businesses and Sites.

10.3 As between you and I, the provisions of this Agreement under the section 16 headed Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity apply, with all necessary modifications, to my dealings with, access to and use of any Other Businesses and Sites and the information, goods or services available from or through those Other Businesses and Sites.

## 11. Your Records

11.1 I agree that your records as communicated to me are, in the absence of clear and compelling evidence to the contrary, conclusive evidence of my dealings with you through Internet Banking.

11.2 I agree not to object to the admission of your records as evidence on any legal proceeding on the ground that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer.

11.3 Unless you, in your absolute discretion advise me otherwise, if there is any discrepancy between online information communicated through Internet Banking and information contained in any of the statements I may receive or am deemed to receive from time to time in connection with my Accounts or otherwise, the information contained in the statements will be deemed to be correct and the online Internet Banking information will be deemed to be amended accordingly.

## 12. Collection and Sharing of Personal Data

12.1 You are committed to protecting and respecting my Personal Data and complying with all applicable data protection laws and regulations in each jurisdiction you operate from, including Bermuda's Personal Information Protection Act 2016.

When opening an account, You will provide me with a Privacy Notice that explains:

- how you collect my Personal Data
- what you use my Personal Data for
- who you share my Personal Data with
- where you share my Personal Data
- how to contact you about the handling of my Personal Data
- the name of your Privacy Officer
- my rights over my Personal Data, including to limiting the use of, access, rectification, blocking, erasing and destroying my Personal Data

A copy of the Privacy Notice can be found on your website, [www.hsbc.bm](http://www.hsbc.bm). I can also request a copy from you.

### 12.2 My Obligations

- (a) I agree to inform you promptly, and in any event, within 30 (thirty) days in writing if there are any changes to Customer Information supplied to you or a member of the HSBC Group from time to time, and to respond to any request from you or a member of the HSBC Group.
- (b) I confirm that every Connected Person/person whose information (including Personal Data or Tax Information) that has been provided to you or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Agreement. I shall advise Connected Persons/such persons that they may have rights of access to, and correction of, their Personal Data.
- (c) Where:
  - I fail to provide Customer Information that you reasonably request, or
  - I withhold or withdraw any consents which you may need to process, transfer or disclose Customer Information, or
  - you or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or I present a potential Financial Crime risk to a member of the HSBC Group,

You may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to me and reserve the right to terminate your business relationship with me;
- (b) take actions necessary for you or a member of the HSBC Group to meet Compliance Obligations; and/or
- (c) block, transfer or close my Account(s).

In addition, my failure to supply my, or a Connected Person's Tax Information and accompanying statements, waivers and consents, may result in you making your own decision with respect to my status, including whether to report me to a Tax Authority, and may require you or other persons to withhold amounts as may be legally required by any Tax



Authority and paying such amounts to any Tax Authority.

### 13. Data Protection

13.1 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.

13.2 Under relevant data protection legislation, an individual has 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.

### 14. Financial Crime Risk Management Activity

14.1 You, and members of the HSBC Group, are required, and may take any action you consider appropriate in your and their sole and absolute discretion, to meet Compliance Obligations 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 me, or on my 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 my identity and status.

14.2 To the extent permissible by law, neither you nor any other member of HSBC Group shall be liable to me or any third party in respect of any Loss whether incurred by me or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

### 15. Tax Compliance

I, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that we are solely responsible for understanding and complying with our 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 you and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of my or the Connected Person's place of domicile, residence, citizenship or incorporation. You and/or any member of the HSBC Group does not provide tax advice. I am advised to seek independent legal and/or tax advice. You and/or any member of the HSBC Group has no responsibility in respect of my tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of Account(s) and/or Services provided by you and/or members of the HSBC Group.

For information about the principles of privacy observed by you, I will consult your Privacy Statement, available at your nearest branches or [www.hsbc.bm](http://www.hsbc.bm).

### 16. Confidentiality and Security

16.1 I am aware that you use data encryption and firewalls to maintain the security of the information you receive through the Website. Nevertheless, security and privacy risks cannot be eliminated. As a further security precaution, I must access and use the Website using commercially available browser software that provides 128-bit encryption and TLS (Transaction Layer Security) technology, and I may not use my browser software's "save password" feature. Once I have initiated a session in connection with the Website, I must not leave the computer from which I have accessed the Website unless and until I have terminated the session and logged off the Website. When I complete a session, I am responsible for clearing my browser's cache or temporary Internet files to ensure my Personal Data is not accessible by others.

16.2 Emails and Internet communications are not secure or confidential unless properly encrypted. Consequently, you discourage the use of email to send personal or financial information to you. Persons that use emails and Internet communications for those purposes do so at their own risk, and you and your affiliates and your providers will not be responsible or liable to me or any other Person for any loss or damage suffered as a result of my use of email or the Internet to communicate with you, your affiliates or your providers, or the use of email or the Internet by you, your affiliates and your providers to communicate with me or other Persons at my request.

16.3 As certain parts of the Website, including portions of the Internet Banking system are located outside of Bermuda, the information I submit through the Website

may be stored inside or outside of Bermuda. Information stored in Bermuda is subject to Bermudian law, and information stored outside of Bermuda is subject to the laws of the jurisdiction in which the information is stored. I am aware that you may be required to disclose my information to 3rd (third) parties in accordance with applicable laws.

## 17. Other Agreements

This Agreement is in addition to and supplements any other agreements I have with you concerning my Accounts or Internet Banking, including, but not limited to the Personal Banking Agreement and the Website User Agreement. If there is a conflict between this Agreement and any of the other agreements I have with you, this Agreement will prevail regarding my use of Internet Banking and the other agreement(s) will prevail with respect to all other matters.

## 18. Termination of this Agreement

You may terminate this Agreement and my right to use Internet Banking at any time without prior notice to me.

## 19. Changes to this Agreement

You can, in your sole discretion, change this Agreement at any time. Any such change will become effective on the thirtieth (30) day following you taking any of the following actions:

- (a) displaying the notice of the revised Agreement at your branches, or automated teller machines or other locations designated by you;
- (b) mailing me a copy of the revised Agreement to my last known address;
- (c) providing me with written notice of the revised Agreement on my statement of account;
- (d) sending me written notice of the revised Agreement by electronic mail or other Electronic Means;
- (e) posting a copy of the revised Agreement on your Website.

If I wish, I can also obtain a copy of the revised Agreement at any of your branches or online at [www.hsbc.bm](http://www.hsbc.bm).

## 20. Resolving Disputes

With You: If I have a dispute with you regarding any matter related to the Website, I will bring it to your attention. I will not initiate any proceedings relating to any dispute arising from this Agreement, or use of my Accounts or Services until after I provide you with written notice of the nature of the dispute, and allow you 6 (six) weeks from the delivery of such notice to you to

resolve the dispute to my satisfaction and any proceeding commenced in contravention hereof will be a nullity..

## 21. Force Majeure

You will not be liable for any delay in performing or failure to perform any of your obligations under this Agreement as a result of any circumstances or events beyond your reasonable control, including without limitation the failure, malfunction or unavailability of power, telecommunications, data communications, computer systems or software and related services, act of God, war, terrorism, riot, civil unrest or commotion, fire, flood, wind storms, hurricanes, government action, strikes, lock-outs, labour disruption or other industrial action or trade dispute (whether involving your employees or those of any other person). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

## 22. Telephone Recording

I understand that you may record all telephone conversations between me and you or between any other person and you in relation to my affairs. I understand that any such tape recordings may be submitted in evidence in any proceedings relating to this Agreement.

## 23. Governing Law

This Agreement and all Internet Banking services and issues relating to the operation of my Account will be construed, interpreted and governed exclusively by the laws of Bermuda and I hereby agree to exclusively attorn to and be bound by the courts of Bermuda.

## 24. General Terms

24.1 Notices: Except as expressly set forth in this Agreement or requested by you, all notices required to be given under this Agreement will be in writing and communicated by Electronic Means, postal mail, courier or hand delivery. If by Electronic Means, the document is deemed received twenty-four (24) hours after transmission. If by postal mail, the document is deemed received 5 (five) calendar days after posting.

24.2 Severance: If any part of this Agreement is held unenforceable for any reason, the unenforceable portion of this Agreement will not affect the enforceability of the remainder of this Agreement, which will continue in full force and effect as if this Agreement had been executed without the unenforceable portion. If all or any part of the provisions of this Agreement become illegal, invalid or unenforceable in any respect of the laws of any

jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdiction or the remainder of this Agreement in that jurisdiction.

24.3 No Waiver: No consent or waiver by any party to or of any breach by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties

24.4 Conflict: In the event of any conflict or inconsistency between any of the terms of this Agreement and those in any other service, product, business relationship, account or agreement between me and you, this Agreement shall prevail.

24.5 Survival: This Agreement shall continue to apply notwithstanding the termination, any termination by you or a member of the HSBC Group of the provision of any Services to me or the closure of any Customer account.

24.6 Rights of Third Parties: Nothing in the terms of this Agreement shall confer any right on any third party to enforce or enjoy the benefit of any aspect of the terms of this Agreement. Without prejudice to the generality of the foregoing, it is not intended that any provision of the terms and conditions of this Agreement shall be enforceable by virtue of the Bermuda Contracts (Rights of Third Parties) Act 2016, as the same is amended from time to time, by any person who is not a party hereto.

24.7 Implied Terms: To the extent permitted by law, I agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Services (Implied Terms) Act 2003, as the same is amended from time to time, shall apply to me or you in relation to the terms of this Agreement.

***THIS VERSION OF THIS AGREEMENT HAS BEEN IN EFFECT SINCE Jan 2025.***

[www.hsbc.bm](http://www.hsbc.bm)

HSBC Bank Bermuda Limited  
37 Front Street, Hamilton HM 11, Bermuda

Jan 2025

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