

# HSBC*net* Customer Application Form

Mail complete applications to:

**The Manager**  
**HSBC Bank Malta plc**  
**Banking Operations, Payment Services**  
**Mill Street Qormi**  
**QRM 3103**

HSBC*net*

HSBC 

### ▶ Customer Details

- Full Customer Name:
- Company Registration Number:
- Address:
- Country:
- Postal Code:
- Principal Contact:
- Telephone Number:

**We recommend that you complete this application in type-written form to help us process your application more efficiently.**

### ▶ Agreement Authority

I/We refer to the HSBC*net* Customer Agreement between the Customer and the Principal Bank and confirm that the Accounts and Services Schedule shall be amended in accordance with the attached Accounts and Services Schedule and that the Terms and Conditions shall be supplemented by the Terms and Conditions attached (if any) which shall be deemed to form part of the HSBC*net* Customer Agreement as of the date set out below.

#### Signed for and on behalf of the Customer.

<input type="text"/>	<input type="text"/>
• Full Name in BLOCK Letters	• Full Name in BLOCK Letters
<input type="text"/>	<input type="text"/>
• Job Title	• Job Title
<input type="text"/>	<input type="text"/>
• Signature of Authorised Representative*	• Signature of Authorised Representative*
<input type="text"/>	<input type="text"/>
• Date	• Date

\*The Authorised Representatives to sign here shall be those legal representatives that are expressly mentioned under the 'Legal Representation' clause of the Memorandum of the Customer or the Initial System Administrators being mentioned in the Customer's Board Resolution.

### ▶ Principal Bank and Governing Law

- Principal Bank:
- Governing Law:

This Agreement is governed by and will be construed in accordance with the laws of the jurisdiction named above. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Agreement.

• Indicates Mandatory fields

**▶ Initial System Administrators (Security Devices)**

Please nominate your System Administrators in this section. Your initial System Administrators and all additional users will be required to accept the online User Terms. System Administrators will be empowered to appoint additional System Administrators and other Users. Kindly note that System Administrator 1 will receive all the requested Security Devices. All System Administrators listed below must fill in their Title, First Name, Last Name, Date of Birth and E-mail Address for their user profiles to be created.

**▶ System Administrator 1 Security Device Manager (SDM) for HSBCnet.**

- Title / First Name
- Last Name
- Date of Birth
- Contact Number
- E-mail Address
- Office Address (for Security Device delivery)
- Number of Security Devices required\*<sup>1</sup>
- Signature

**▶ System Administrator 2**

- Title / First Name
- Last Name
- Date of Birth
- E-mail Address
- Signature

**▶ Managing Security and Access to HSBCnet**

The System Administrator role can perform (under either dual or sole control) general administrative tasks such as the set-up and entitlement of users to HSBCnet tools, the ordering of Security Devices and the suspension or deletion of users.

On HSBCnet your System Administrators will be set up by default with auto-entitlements to all accounts and services on the profile. With this option, Your System Administrators will automatically be granted: (a) access to all accounts (present and those added in the future); (b) all administration privileges (including the set up and entitlement for other new users); (c) the set of related payment and other services available on the profile.

This document is an application to report and manage accounts held in the name of the Company detailed above. If you wish to report accounts held in the name of another company, please complete Customer Associate Letter of Authority. This section will need to be signed in accordance with the mandate of the named associate.

**▶ Management Control Options**

HSBC recommends that System Administrators operate the HSBCnet e-Channel under dual control set up. If you require the actions that your System Administrators are specifically entitled to undertake to be authorised by a second System Administrator, tick the Dual Authority box. If you wish your System Administrator to take action without additional authorisation, tick the Sole Authority box. (Note: An additional security feature of Dual Authority is that it will prevent your HSBCnet system from being changed from Dual to Sole Authority). If less than the recommended amount of System Administrators are setup any login issues faced by the System Administrators may result in one or more working days without access to the system.

- Dual Authority – We recommend you have at least three System Administrators
- Sole Authority – We recommend you have at least two System Administrators

**▶ System Administrator 3**

- Title / First Name
- Last Name
- Date of Birth
- E-mail Address
- Signature

**NOTE: Please cross through any unused sections**

• Indicates Mandatory Fields

**\*1** Number of Security Devices - Please specify number required. Every HSBCnet User will require a Security Device to access the system.

For more information about HSBCnet please refer to the Security Brief and local supplementary conditions available on [www.hsbc.com.mt](http://www.hsbc.com.mt)

**▶ Accounts and Services Schedule - HSBCnet**

Please indicate below which of your accounts you wish to make available through the specified e-Channel.

**▶ Account Details**

**Current, Savings and Time Deposit accounts**

Please tick this box if you want us to automatically add all your present and future accounts under this customer profile. In this case you only need to specify your main account and we will add all your present and future accounts automatically.  
 Note: This only applies for Current, Savings and Time Deposit accounts.

Account	Currency	Account	Currency

**Loan and Credit Card accounts**

Account / Card Number	Currency	Account / Card Number	Currency

**Service charge account**

Please specify the account from which you prefer HSBC to debit the fees and/or tariffs.

**▶ Premium Service Options**

If you would like to enable one or more of the advanced features that HSBCnet has to offer please tick the appropriate boxes below. Please refer to the tariff document in section 10 for details of the applicable charge.

**File Upload** gives you the ability to transmit bulk payment instructions to the Bank, typically for salary payments.

please indicate the account number(s) you need to enable file upload for:


**Report Writer** gives you the ability to create customised reports and with Automated File Delivery you will be able to receive them in your inbox on the day and at the time that you need them.

**Receivable Finance** gives you the ability to access our invoice discounting online functions.

**Internet Trade Services** gives you the ability to perform the necessary import / export related transactions and enquiry from the comfort of your office.

(Please select your preferred report format if you have ticked the Internet Trade Services option)

**Trade report format**  **Text**  **CSV (spreadsheet)**

**NOTE: Please cross through any unused sections**

## ▶ Transaction Control

HSBC recommends that customers operate the HSBC*net* e-Channel under Dual Transaction Control set-up. This means that no one user is able to prepare and authorise payment instructions without reference to another user. If this is the way in which you prefer to operate the HSBC*net* system then please check the Dual Transaction Control box.

On the other hand, Sole Transaction Control allows your System Administrators to nominate individuals to be able to input and authorise payment instructions [or restrict templates of specified types] without reference to another individual. Sole Transaction Control is entitled by payment type and at bank account level, meaning that all payments of the nominated type will be included under Sole Transaction Control. This enables the individual to operate outside the standard security controls and segregation of duties which are provided for in the HSBC*net* system. As a result, any individual who has been provided with this privilege through the necessary entitlements could send a same-day or international payment without reference to another person. Please be aware that by choosing the Sole Transaction Control functionality you will diminish your ability to monitor and control payments by no longer requiring two users to execute payments, and you will increase your risk of being defrauded.

By checking the Sole Transaction Control option, you acknowledge and agree that, notwithstanding any provision in the HSBC*net* Customer Agreement:

- (a) there are risks inherent in using the above-mentioned functionality including (without limitation), the risk of misuse of HSBC*net* and the risk of fraud occurring;
- (b) neither we, nor any member of the HSBC Group shall be responsible for any losses, liabilities or damages arising as a result or in connection with the use and/or misuse of Sole Transaction Control by your authorized User(s) or anyone else; and
- (c) you will indemnify and hold us and any member of the HSBC Group harmless from all losses and liabilities incurred by us or any of them as a result of or in connection with, the use and/or misuse of the above mentioned functionality by your authorized User(s) or anyone else.
- (d) HSBC reserves the right to amend payment type daily limits, implement additional mitigating controls, and/or cancel the availability of the above functions in order to adequately manage the security and fraud risk to you and HSBC. In the event HSBC takes one of these actions, you will be given 30 days notification by physical mail and/or electronic channels.

Dual Transaction Control      or       Sole Transaction Control

## ▶ Daily Transaction Limit

Please specify your combined daily transaction limit for all your available services, e.g. Inter-account transfers, Bill payments, Eurozone payments and Priority payments.

**The limit must be specified. If not specified, the limit will be set to 0 (zero) and you will not be able to effect any payments.**

EUR

**When Sole Transaction Control is enabled (a) the combined daily transaction limit cannot exceed EUR 500,000; and (b) Eurozone and Priority Payment are subject to a maximum daily limit of EUR 350,000.**

## ▶ Customer Associate Letter of Authority

This Customer Associate section should be completed for each separate legal entity (company) whose accounts will be reported on HSBCnet for the Customer to access.

### ▶ Customer Associate Details

Enter the Full legal name of the Customer Associate whose accounts are to be loaded to the Customer's HSBCnet portfolio.

Customer Associate Name:	<input type="text"/>
Company Registration Number:	<input type="text"/>
Address:	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
Post Code:	<input type="text"/>

**To: Principal Bank (named above)**  
**cc: Account Holding Bank(s) (named above)**

**From: Customer Associate (named above)**

The Customer has entered into an agreement with the Principal Bank (the Customer Agreement) under which the Customer may use the relevant E-Channels from time to time to access, view and transact on certain bank accounts. We have appointed the Customer as our agent to access our accounts defined in the Customer Associate Accounts and Services Schedule or such other accounts as may be notified to you by the Customer or Customer Associate from time to time (the Accounts) in accordance with this Customer Associate Letter of Authority.

1. We hereby authorise the Principal Bank and the Account Holding Bank(s) to provide the Customer with access to the Accounts in accordance with this Customer Associate Letter of Authority.
2. We confirm the Customer is entitled to view and transact on and use the other services available via the respective E-Channels from time to time in relation to the Accounts. We confirm the Customer is entitled to agree on our behalf on applicable terms from time to time relating to the access and use of the Accounts.
3. We represent and warrant that we have full legal and corporate authority to appoint the Customer for the purposes stated herein.
4. Whenever We instruct the Principal Bank to provide the Customer with access to an Account in accordance with this letter, We will inform the Customer promptly of the instruction and the relevant Account details.

We shall be bound by all actions of the Customer taken in respect to the Accounts and shall ratify and confirm all things done by the Customer on our behalf in accordance with the purposes stated herein. The appointment of the Customer shall remain in full force and effect until the day following seven (7) days after the Principal Bank receives written notice of revocation signed by our authorised signatory(ies) or until termination of the appointment of the Customer by operation of law. We have taken all necessary actions to authorise the entering into of this Customer Associate Letter of Authority, the person(s) who sign below have been duly authorised to sign this Customer Associate Letter of Authority, which, along with such authorisations, are in accordance with the applicable constitutional documents of the Customer Associate. This Customer Associate Letter of Authority is governed by and will be construed in accordance with the Governing Law set out in the section entitled Principal Bank and Governing Law in Section 1 of the Customer Agreement. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Customer Associate Letter of Authority.

#### Signed for and on behalf of the Customer Associate.

<input type="text"/>
Full Name in BLOCK Letters
<input type="text"/>
Job Title
<input type="text"/>
Signature of Authorised Representative*
<input type="text"/>
Date

<input type="text"/>
Full Name in BLOCK Letters
<input type="text"/>
Job Title
<input type="text"/>
Signature of Authorised Representative*
<input type="text"/>
Date

\* The Authorised Signatories to sign here shall be those representatives that are expressly mentioned under the 'Legal Representation' clause of the Memorandum of the Customer.

**NOTE: Please cross through any unused sections**

**▶ Customer Associate Accounts and Services Schedule**

**▶ Account Details**

**Current, Savings and Time Deposit accounts**

Please tick in the box if you want us to automatically add all your present and future accounts under this associate customer profile. In this case you only need to specify your main account and we will add all your present and future accounts automatically.

Note: This only applies for Current, Savings and Time Deposit accounts.

Account	Currency	Account	Currency

**Loan and Credit Card accounts**

Account / Card Number	Currency	Account / Card Number	Currency

**NOTE: Please cross through any unused sections**

## ▶ E-Channels Terms and Conditions

### 1. INTRODUCTION

- 1.1 The Customer wishes to use and receive certain Services provided by the Bank via e-Channels and the Bank is willing to make those Services available to the Customer.
- 1.2 The Customer and the Bank agree that such Services shall be supplied to and used by the Customer subject to the terms and conditions contained in this Agreement.
- 1.3 In this Agreement, the following terms and expressions shall have the meanings ascribed to them as stated below:

**Agreement.** This agreement, the Terms and Conditions, the schedules, any supplementary terms for the provision of the Services provided to you in writing and the Security Procedures, as may be modified from time to time in accordance with the provisions of this Agreement.

**Bank (also we, us, our)** The bank named in this Agreement in the section entitled 'Principal Bank and Governing Law'.

**Customer (also, you, your, yours)** The customer named in the section of this Agreement entitled 'Customer Details'.

**Customer Associate** (a) The associate companies of the Customer named in a Customer Associate agreement or as set out in the section of this Agreement entitled 'Customer Associate'; or (b) the individual named in a 'Customer Associate Letter of Authority (Individual)'.  
**Customer Instruction** Any advice, request, instruction or communication which is received by the Bank through an e-Channel.

**E-Channel (s)** HSBC Group's electronic banking systems, each of which is described in a schedule in this Agreement, and which we may authorise you to access and use from time to time in accordance with the relevant schedule and the other terms of this Agreement.

**HSBC Group Institution** HSBC Holdings plc and its subsidiaries and associate undertakings and any of their branches.

(a) Any member of the HSBC Group (other than the Bank); and  
(b) any third party financial institution which the Customer has notified to the Bank.

**Materials** Any content, tools or other materials (other than software) made available to you.

**Security Procedures** The facilities and procedures used to control the operation of each of the e-Channels and Services as set out in this Agreement.

**Services** Any electronic banking or related services supplied via an e-Channel and ancillary services that we provide, procure or make available to you from time to time, as may be further described in this Agreement.

**Software** Any software supplied by us for use in conjunction with any e-Channel.

**Terms and Conditions** The terms and conditions set out in the section of this Agreement entitled 'Terms and Conditions'.

**User (s)** Any of your employees, agents and any other individual(s) authorised by the Customer, whom from time to time are appointed to use an e-Channel pursuant to this Agreement.

- 1.4 In this Agreement, references to the singular include the plural and vice versa and clause headings are included for convenience only and do not affect its interpretation.

### 2. SERVICES

- 2.1 Subject to your compliance with the instructions and procedures set out in this Agreement, we will use reasonable efforts to make the Services available to you. Such Services will be subject to any notifications of any restrictions received by us relating to any such Users from time to time.
- 2.2 You shall communicate with us via your Users. You shall ensure your Users only use the e-Channels and the Services in accordance with all terms of this Agreement and agree to be bound by and observe the terms of this Agreement.
- 2.3 From time to time, we may make available to you enhancements, improvements and upgrades to the existing Services, which shall be governed by the provisions of this Agreement.
- 2.4 From time to time you may require or we may offer to you new e-Channels or Services. We will provide to you in writing any terms applicable to those new e-channels or Services prior to making them available to you, which will form part of this Agreement. If you consent to receiving such new e-Channels or services, then your (or any of your Users') access to or use of any such new e-Channel or services shall be deemed to constitute your acceptance of any such terms.

### 3. CUSTOMER INSTRUCTIONS

- 3.1 We may treat all apparently valid Customer Instructions received by the Bank through an e-Channel as instructions properly authorised by you, even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by you at any time concerning your accounts or affairs. We shall be under no obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.
- 3.2 Where we have reason to believe that a Customer Instruction purporting to come from you has not been properly authorised by you or that any other breach of security has occurred in relation to your use of an e-Channel, we reserve the right not to act, or to delay acting upon the Customer Instruction and we will inform you as soon as is reasonably possible.
- 3.3 You are responsible for the accuracy and completeness of Customer Instructions (including the appropriate application of the Security Procedures) and for ensuring that they will achieve your intended purpose.
- 3.4 You are responsible for ensuring that Customer Instructions are transmitted correctly. Without prejudice to this obligation, we will use reasonable efforts to dispatch an acknowledgement within a reasonable period upon receipt by us of a Customer Instruction.
- 3.5 In the event that you request us to cancel or modify any Customer Instruction for whatever reason, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.
- 3.6 Where permitted, we are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amount that we have paid or incurred in accordance with a Customer Instruction.
- 3.7 As part of the Services, you may issue a Customer Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. You must ensure that the information you ask us to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or data protection or for infringement of any other third party rights).

### 4. DEALINGS WITH INSTITUTIONS

- 4.1 You appoint us as your agent on your behalf to request any Institution to supply any of the e-Channels with information about you and your accounts, and to use the e-Channels to instruct an Institution to give effect to a Customer Instruction.
- 4.2 We may appoint an agent or third party to provide some or all of the Services under this Agreement. Other than in relation to an Institution selected by you, where we use an agent or any third party in performance of any Service, we shall use reasonable care in any such selection. In any event neither we nor any other member of the HSBC Group shall be liable for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agent whether selected by us or you.
- 4.3 In order that an Institution may give effect to a Customer Instruction, you agree that we may, as your agent, agree with any Institution that where applicable the terms of this Agreement apply between you and that Institution.

### 5. CONFIDENTIALITY

- 5.1 We may need to share, store or transmit information about you, your Users or accounts within the HSBC Group or with any Institution, agent or third party used by us for the purpose of providing the Services. Subject to Clause 11.2, any such sharing, storage or transmission of such information will be done in a confidential basis and we will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless: (a) otherwise required by any applicable law, regulation or request of any public or regulatory authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) we deem disclosure necessary to give effect to a Customer Instruction. In addition, in any situation where the Customer provides confidential information to any member of the HSBC Group on a restricted basis (eg price-sensitive information), that HSBC Group member has procedures to ensure such restrictions are observed. Nothing in this Clause 5.1 shall apply when the Bank discloses confidential information to a third party as a result of the Bank exercising its rights pursuant to Clause 11.2.
- 5.2 You must keep confidential all information about the e-Channels and the Services contained in this Agreement and all information concerning your access to and use of the e-Channels and Services. You may only disclose such information to your Users or other employees or agents and then only to the extent strictly necessary for the proper use of the e-Channels and Services.
- 5.3 All parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. The use of information which relates to individuals in relation to each e-Channel may be further described in the relevant schedules to this Agreement. You hereby authorise us to process any such information in the manner described in this Agreement. Where appropriate you will ensure that your Users and other relevant individuals consent to such processing.

### 6. SECURITY PROVISIONS

- 6.1 You agree to comply with the Security Procedures and any other reasonable instructions we may issue to you regarding the e-Channels' security. You agree it is your responsibility to set up, maintain and regularly review security arrangements concerning your access to and use of each of the e-Channels and information stored on your computing and communications systems.
- 6.2 You confirm that you have assessed the security arrangements set out in this Agreement, and have determined that they are adequate to protect your interests.
- 6.3 You must notify us as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the e-Channels or any unauthorised transaction or attempt to execute an unauthorised transaction pursuant to this Agreement.
- 6.4 You must ensure that neither you, your Users nor your employees do anything during or after the term of this Agreement which may result in the security of the e-Channels, or the systems or security of any other HSBC Group customers, being compromised.

### 7. LIMITED WARRANTIES

- 7.1 We will use all reasonable efforts to ensure that the e-Channels will perform in substantial conformity to the description in this Agreement. To the extent permitted by law, this is the only performance warranty made by the Bank in respect to the e-Channels or the Services. We shall have no liability for breach of any implied term including, without limitation, those as to satisfactory quality, merchantability or fitness for any particular purpose of the e-Channels or the Services.
- 7.2 We warrant that your use in accordance with this Agreement of the Software or Materials will not infringe the intellectual property rights of any third party.
- 7.3 We will ensure that the information supplied to you through any of the e-Channels reflects the information in our computer systems or information received from a third party, including an Institution. We do not warrant that the information is accurate, sufficient or error-free, nor that the information on our computer system is current and up-to-date at the time it is accessed via the e-Channel.
- 7.4 In the case of a breach of the warranty in Clause 7.1 above, we will take all reasonable steps to correct the defective software and/or retransmit or reprocess any Customer Instruction, at no additional cost to you.

### 8. SOFTWARE AND MATERIALS

- 8.1 Subject to Clause 8.2, we grant you a non-exclusive, non-transferable licence to use the Software and the Materials in conjunction with the relevant e-Channel(s) for the intended business purpose contemplated by this Agreement. Title to and all rights in the Software and the Materials belong to us or our licensors and, except for the specific rights granted to you by this Agreement, you will acquire no rights whatsoever in relation thereto.
- 8.2 Your use of certain Software and Materials may be subject to additional restrictions. These will be notified to you upon the supply of the Software or Materials from time to time. You shall be deemed to have accepted any such additional terms upon any User using any such Software or Materials.
- 8.3 You undertake not to alter, reverse engineer, copy (other than to the extent necessary for the permitted use), publish or impart to any third party any Software or Materials.

### 9. LIABILITY

- 9.1 Subject to Clauses 9.2 to 9.5 (inclusive), the Bank and/or any other member of the HSBC Group shall only be liable for any loss, damage or delay which you suffer or incur as a direct result of the Bank's or the other HSBC Group Member's gross negligence or wilful misconduct and shall not be liable for any other loss or damage of any kind.



## ► E-Channels Terms and Conditions ...Continued

- 9.2 Neither the Bank nor any other member of the HSBC Group shall in any event be liable to you for any loss of business or profits or data, or indirect, consequential or special loss or damage arising out of your use of, or in connection with, the e-Channels or the Services, whether or not the Bank or that other member of the HSBC Group has been advised of the possibility of such loss or damage and whether or not arising out of negligence, breach of this Agreement or otherwise.
- 9.3 Neither party nor any other member of the HSBC Group purports to exclude or limit liability in relation to fraud, personal injury or death.
- 9.4 Subject to Clause 9.5, the liability of the Bank and each other member of the HSBC Group to you due to, under and/or arising out of or in connection with this Agreement shall, in aggregate in any calendar year, not exceed USD1 million.
- 9.5 Notwithstanding the limit set out in Clause 9.4 above, to the extent a successful claim against the Bank or any other member of the HSBC Group (ie for direct loss arising as a result of its gross negligence or willful misconduct only) relates to all or part of the principal amount payable under a Customer Instruction (such amount, the Lost Principal), the relevant member of the HSBC Group shall be liable for:
- 9.5.1 The Lost Principal; and
- 9.5.2 Any interest which might reasonably have been earned in relation to the Lost Principal, provided that any interest payment shall be reduced accordingly if (a) any interest or other charges which would have been payable by you were not charged as a result of the loss; or (b) any interest was earned by you which would not otherwise have been earned.
- 9.6 You will indemnify and hold the Bank and any other member of the HSBC Group harmless from all losses and liabilities incurred by the Bank or any other member of the HSBC Group as a result of:
- 9.6.1 Any breach by you of your obligations under this Agreement; or
- 9.6.2 The Bank or any other member of the HSBC Group acting on any Customer Instruction or other communication relating to the Services, whether or not such Customer Instruction or communication was: (a) authorised by you, or (b) in an agreed form.
- 10. TERMINATION**
- 10.1 Either party may terminate this Agreement in whole or in relation to any e-Channel:
- 10.1.1 On not less than 30 days' written notice to the other party; or
- 10.1.2 With immediate effect by written notice to the other if the other party: (a) commits a material breach of this Agreement (or, if termination is in relation to an e-Channel only, commits in relation to that e-Channel a material breach of the terms applicable to that e-Channel) which is not remedied within 14 days of a written notice requiring remedy; or (b) becomes insolvent under the laws of any applicable jurisdiction
- 10.2 Upon termination for any reason of any part of this Agreement for which Software or Materials were supplied, any such Software or Materials licence terminates.
- 10.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 5, 6, 9, 11.2 and 12) which is intended to apply after termination.
- 10.4 From time to time we may suspend some or all of the E-Channels or Services for routine, non-routine or emergency maintenance or for any other reason where we reasonably consider it necessary to do so. In the event of such a suspension, we will provide you, within a reasonable period, notice prior to the suspension.
- 11. FORCE MAJEURE AND OTHER RIGHTS**
- 11.1 Neither party nor any member of the HSBC Group will be liable for any loss (including loss of profit), damage, delay or failure in performing any of its duties relating to this Agreement caused in whole or in part by the action of any government or governmental agency, natural occurrence, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, or interruption to power supplies or anything else beyond its reasonable control. The affected party will attempt to notify the other party as soon as is reasonably practicable of the existence of such circumstances.
- 11.2 The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via the Bank's systems or any e-Channel or any other member of the HSBC Group's systems or e-Channels; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity Notwithstanding any provision of this Agreement, neither the Bank nor any other member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:
- 11.2.1 Any delay or failure by the Bank or any other member of the HSBC Group in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which any of them, in their sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations; or
- 11.2.2 The exercise of any of the Bank's or any other member of the HSBC Group's rights under this clause. In certain circumstances, the action which the Bank or any other member of the HSBC Group may take may prevent or cause a delay in the processing of certain information. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.
- 12. MISCELLANEOUS**
- 12.1 This Agreement forms the entire agreement between the parties concerning the supply and use of the e-Channels and Services. It supersedes any pre-existing agreements, communications, representations and discussions between you and us relating to the e-Channels and Services, which are hereby terminated. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect to the e-Channels and Services, except in the case of fraud. Any other agreements between us and you, terms of business and/or mandates relating to the conduct of your accounts or our provision of related services shall remain unaffected, save that if any conflict between such terms and the terms of this Agreement arises, this Agreement shall prevail in so far as the conflict relates to the subject matter of this Agreement.
- 12.2 Any notice to be given under this Agreement must be communicated by post or facsimile to the address most recently notified by the receiving party. Proof of posting or transmission of any notice to the Customer shall be deemed to be proof of receipt of the notice by the Customer at the time when the notice would in the ordinary course be delivered or transmitted.
- 12.3 If we agree that you may communicate with us or we agree to communicate with you (or any third party) via e-mail, the internet, Short Message Service (SMS), or any other method (other than via the relevant e-Channel), you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.
- 12.4 You agree to pay our fees and other tariffs (where applicable) for providing the e-Channels or Services as we advise you from time to time, and we are entitled to debit your accounts wherever they are situated and wherever they are opened, with the amount of any such fees and/or tariffs. We may vary our fees and/or tariffs and the frequency and dates of payment on giving you not less than 30 days' notice.
- 12.5 Each party shall take all reasonable precautions to ensure that communications through the e-Channels are not affected by computer viruses, Trojan horse programs (such as keyloggers) and other harmful programs or components.
- 12.6 Each of the terms of this Agreement (including for the avoidance of doubt the exclusions of liability in Clause 9) is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 12.7 The rights of the Bank under this Agreement (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. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 12.8 You may not assign any right or benefit under any provision of this Agreement without our prior written consent.
- 12.9 We may make modifications to this Agreement which are required due to changes in any laws and/or regulations by giving you not less than 30 days' notice or, exceptionally, such shorter period as is necessary for the effective operation of the Services.
- 12.10 No addition to or modification of any provision of this Agreement (other than as set out in Clauses 2.4, 8.2 and 12.9 above) shall be binding upon us unless made by a written instrument signed by the Bank's duly authorised representative.
- 12.11 Certain jurisdictions may have particular legal or regulatory requirements that require you to agree to supplementary terms. Where such supplementary terms are necessary, we will provide those terms in writing together with this Agreement and other relevant documentation, and such supplementary terms shall form part of the Agreement.
- 12.12 In the event of any conflict between these Terms and Conditions and any of its schedules (other than express variations of these Terms and Conditions set out in any schedule), these Terms and Conditions shall prevail to the extent of the inconsistency.
- 12.13 Where the Customer comprises one or more individuals (whether acting in a personal capacity or as a trustee(s), partners or otherwise) any notice in this Agreement (but not, for the avoidance of doubt, instructions given by Users appointed in accordance with this Agreement) may be given by the individual who is the Customer or, where the Customer comprises more than one individual, by any of such individuals.
- 12.14 Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of a new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
- 13. AUTHORISATION BY CUSTOMER**
- 13.1 You authorise and instruct us to supply the e-Channels and the Services in respect to the accounts as set out in the Accounts and Services Schedule.
- 13.2 You may subsequently request and authorise us to provide or withdraw Services in respect of accounts opened at any time with us or an Institution in writing signed by a duly authorised person or person(s), or, where applicable, via a Customer Instruction submitted to us by your duly authorised Users. The terms of this Agreement shall apply to all Services provided in relation to any accounts via the System.
- 13.3 Certain e-Channels may only be accessed by specified Users. The person(s) nominated in each of the respective schedules are appointed as the initial User(s) for those e-Channels. Such Users are authorised to access and use the relevant e-Channels and Services as set out in the relevant schedules.
- 13.4 If you access or use an e-Channel or the Services actually or purportedly on behalf of a Customer Associate, or otherwise act in any way on behalf of such Customer Associate, you shall ensure that you have appropriate authorisation from the Customer Associate to act on its behalf and you agree on behalf of the Customer Associate that the terms of this Agreement shall apply between us and the Customer Associate (as if it were the Customer) in relation to such access, use or other action.
- 14. LAW AND PROCEEDINGS**
- 14.1 This Agreement is governed by and will be construed in accordance with the laws of the jurisdiction named within the section of this Agreement entitled 'Principal Bank and Governing Law'. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Agreement.
- 14.2 You agree that any of the Services provided by us to you shall be deemed to be provided in the jurisdiction named pursuant to Clause 14.1, irrespective of where a User accesses an e-Channel or uses the Services (if such access or use is in a different jurisdiction).

## ▶ HSBCnet e-Channel Schedule

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This Schedule sets out:

- a. Specific terms applicable to the HSBCnet e-Channel; and
- b. The Security Procedures applicable to the HSBCnet e-Channel

All capitalised terms used in this schedule shall have the meanings set out in the Terms and Conditions. If there is any inconsistency between the definition of a term in the Terms and Conditions and the definition in this Schedule, the definitions in this Schedule shall prevail to the extent of the inconsistency.

### 1. HSBCnet e-Channel Schedule

The following terms used in this schedule shall have the following meanings:

**HSBCnet E-Channel** The Bank's HSBCnet system accessed via the portal at www.hsbcnet.com or such other access point or means as we may notify you from time to time.

**HSBCnet E-Channel Services** Those Services available via the HSBCnet e-Channel as further described in the HSBCnet Getting Started Guide available at www.hsbcnet.com.

**System Administrator** Your employee or agent empowered by you with either sole or dual authority to appoint Users as set out in this Schedule.

**Users** Your System Administrator(s) and any of your employees or agents who from time to time your System Administrator(s) appoints via the HSBCnet e-Channel to use (subject to any notifications of any restrictions in relation to such appointment received by us via the HSBCnet e-Channel from your System Administrator(s),) the HSBCnet e-Channel and the Services.

**Users Terms** The online terms and conditions relating to a User's use of the HSBCnet e-Channel from time to time issued or made available by us via the HSBCnet e-Channel and on request.

### 2. Services

2.1 You shall ensure your Users agree to be bound by and observe the User Terms.

### 3. Confidentiality

3.1 You hereby authorise us to process any such information in the manner described in the User Terms and you will ensure that your Users and other relevant individuals consent to such processing.

### 4. Authorisation By Customer

4.1 The persons nominated in the section of this schedule entitled 'Initial System Administrators' are appointed as the Initial System Administrators and may appoint Users and further System Administrators from time to time.

4.2 Without prejudice to Clause 13.1 of the Terms and Conditions, you authorise and instruct us to supply the HSBCnet e-Channels and the Internet Trade Services in respect to any import and/or export account(s) opened by you and/or any Customer Associate with us and/or any member of the HSBC Group for the purposes of any facilities granted to you and/or any Customer Associates by us and/or any member of the HSBC Group.

### 5. Security Procedures

5.1 The Security Procedures applicable to the HSBCnet e-Channel are set out in Part B of Access Control Procedures of the document entitled 'HSBCnet Security Brief'.

### 6. Help Text

6.1 You shall ensure that your Users comply with the requirements of the Help Text functionality located on the HSBCnet e-Channel.

## ▶ HSBCnet Supplementary Terms and Conditions - Eurozone Service

### 1. INTRODUCTION

- 1.1 These Supplementary Terms and Conditions (the 'EZ Terms') apply to and govern the use of the EZ Service (as defined below) by the Customer using HSBCnet and shall form part of the HSBCnet Customer Agreement entered into between the Customer and the Bank (the 'Agreement').
- 1.2 Expressions defined in the Agreement have the same meanings when used in these EZ Terms unless otherwise specified.
- 1.3 In These EZ Terms are supplementary to and shall not prejudice any party's rights and obligations under the Agreement, provided always that in the event of any conflict between these EZ Terms and the provisions of the Agreement, these EZ Terms shall prevail insofar as the EZ Service is concerned.
- 1.4 Certain jurisdictions may have particular legal, regulatory, business or service requirements that must be incorporated into these EZ Terms where applied to accounts in those jurisdictions, which requirements are dealt with in separate country-specific conditions. Where such country-specific conditions are necessary they will be set out in a schedule to these EZ Terms or otherwise provided to the Customer by the Bank. Without prejudice to the foregoing, the provision of the EZ Service is subject to the requirements of all applicable laws.
- 1.5 In these EZ Terms, the following words shall have the following meanings:

Beneficiary	means the recipient of a Payment.
Beneficiary Bank	means the financial institution with whom the Beneficiary's specified account is located.
BIC	means the Bank Identifier Code, an 8 or 11 character code used to identify a financial institution.
Eurozone	means: (a) For SEPA Scheme payments: the 27 member states of the European Union plus Iceland, Norway, Liechtenstein and Switzerland; and (b) For STEP2 payments: the 27 member states of the European Union plus Iceland, Norway, Liechtenstein and the French overseas territories (French Guyana, Martinique and Reunion).
EZ Service	means the Eurozone service provided by the Principal Bank to the Customer in relation to the making of Payments between accounts located in the Eurozone.
Global ACH	means the global, low-value Automated Clearing House infrastructure that HSBC currently utilises.
IBAN	means the International Bank Account Number, a number which is used to uniquely identify an account at a financial institution.
Payment	means a credit transfer transaction whereby funds are debited from an account within the Eurozone, and subsequently credited to a Beneficiary's account within the Eurozone.
Originator Bank	means the financial institution from which a Payment is sent.
SEPA Rulebook	means the document entitled 'SEPA Credit Transfer Scheme Rulebook, version 2.3' and dated 19 June 2007 (as the same may be amended from time to time), which sets out the rules to which all financial institutions wishing to participate in the SEPA Scheme must adhere.
SEPA Scheme	means the SEPA Credit Transfer Scheme as designed by the European Payments Council and more particularly described in the SEPA Rulebook.
STEPS2	means the European clearing mechanism otherwise known as 'Straight-through European Processing'.
User Guide	means the document entitled 'Eurozone Customer User Guide' sent to the Customer by the Bank.

### 2. THE EZ SERVICE

- 2.1 Provision of EZ Service is subject to these EZ Terms and the contents of the User Guide. In the event of any inconsistency or ambiguity between the contents of the User Guide and these EZ Terms, these EZ Terms shall prevail.
- 2.2 Under the EZ Service, the Customer can instruct the Bank, in accordance with these EZ Terms, to make Payments within the Eurozone to Beneficiaries.
- 2.3 Payments made under the EZ Service will be made in Euro and as such, where the account from which the Customer makes the Payment is not a Euro account, the currency conversion will be carried out at the then current rate offered by the Bank in relation to that Customer account.

- 2.4 Where the Bank is unable to make Payments under the EZ Service through the SEPA Scheme for any reason, it will use all reasonable endeavours to make them through STEP2 and the Global ACH before rejecting or returning them.
- 2.5 The Bank may from time to time expand, reduce, vary, suspend, withdraw or cancel any part(s) of the EZ Services in the jurisdictions concerned and will, to the extent practicable, give reasonable notice to the Customer of the same.

### 3. DATA REQUIREMENTS FOR USING THE EZ SERVICE

- 3.1 To make a Payment using the EZ Service, the Customer Instruction must include:
  - 3.1.1 The IBAN of the account from which the Payment will be made;
  - 3.1.2 The amount of the Payment;
  - 3.1.3 The IBAN of the account of the Beneficiary to which the Payment is to be made;
  - 3.1.4 The name of the Beneficiary to whom the Payment is to be made;
  - 3.1.5 The BIC of the Beneficiary Bank to which the Payment is to be made; and
  - 3.1.6 The Customer's reference for the Payment, if applicable.
- 3.2 The Customer must ensure that the any and all data included in its Customer Instruction is supplied to the Bank accurately, consistently and completely.

### 4. MAKING PAYMENTS UNDER THE EZ SERVICE

- 4.1 We may decline to process any Customer Instruction, and notify the Customer accordingly as soon as reasonably practicable, in the event that:
  - 4.1.1 It does not incorporate all of the details set out in Clause 3 or otherwise comply with the SEPA Rulebook;
  - 4.1.2 The Beneficiary Bank does not fully comply with the SEPA Rulebook both for making and receiving payments, and the Beneficiary Bank is not a member of STEP2;
  - 4.1.3 The Beneficiary's account is unable to receive the Payment in Euro;
  - 4.1.4 The amount of the requested Payment exceeds the funds available to the Customer or the limits that the Bank may set; or
  - 4.1.5 We reasonably believe that a Customer Instruction is not authentic and/or valid (including, without limitation as to the plausibility of the IBAN of the Beneficiary and the validity of the Beneficiary Bank's BIC).

### 5. RECEIVING PAYMENTS UNDER THE EZ SERVICE

- 5.1 In the event that we reasonably believe that applicable regulations in relation to money laundering and terrorist financing have not been complied with, we reserve the right to reject or return the Payment.
- 5.2 In the event that we become aware of a bona fide discrepancy between the IBAN provided to us and the name of our account holding Customer, we may delay execution of the Payment.
- 5.3 In the event that we receive a Payment that cannot be processed in accordance with the SEPA Rulebook or through STEP2 or the Global ACH, you authorise us to reject or return it as necessary and to provide the reasons to the Originator Bank.
- 5.4 We shall deliver to you in full and without alteration the remittance data, if any, received by us from the Originator Bank. For the avoidance of doubt, you hereby acknowledge and agree that we are only able to deliver to you such remittance data as we receive from the Originator Bank and in such form as we receive it and that we are under no obligation to vet, alter or confirm such data.

### 6. MISCELLANEOUS

- 6.1 The provisions of these EZ Terms shall continue for the benefit of the successors and permitted assignees of the Bank and the Customer.

## ► E-Channels Country Conditions - Malta (applicable only to Consumers & Micro-enterprises)

### 1. INTRODUCTION

- 1.1 You, the Customer, have agreed with us, the Bank, terms and conditions relating to certain electronic banking services by signing or adhering to one or more of the following customer agreements (the 'Terms and Conditions'): (i) General Terms & Conditions (Personal Customers and Small Businesses) - (Accounts) hereinafter referred to as the "General Terms"; (ii) HSBCnet; (iii) HSBC Connect; (iv) E-Channels Master Customer Agreement with one or more schedules; (v) Hexagon; and/or (vi) customer agreement(s) similar to one or more of the above.
- 1.2 These Malta Country Conditions supplement the Terms and Conditions and govern the relationship between the Customer and the Bank in relation to the account/s in Malta. However, these Malta Country Conditions only apply in circumstances:
  - 1.1.1 where any of the payment services providers of either the payer or the payee is located within the European Economic Area (the 'EEA'); and
  - 1.1.2 the payment services are carried out in either euro or in the currency of an EEA State that has not adopted the euro as its currency.
- 1.3 In the event of any conflict between the Terms and Conditions and the Malta Country Conditions, these Malta Country Conditions shall prevail.
- 1.4 Capitalised expressions used in these Malta Country Conditions unless defined herein shall have the meanings given to such expressions in the Terms and Conditions.
- 1.5 These Malta Country Conditions apply to you only if you are a consumer in terms of the Consumer Affairs Act (Ch. 378 of the Laws of Malta), as amended from time to time or a micro-enterprise as defined in the Business Promotion Regulations, 2000 as amended from time to time (a 'Micro-enterprise'). As of the date of these Malta Country Conditions, you must employ fewer than ten people and your annual turnover and/or annual balance sheet total should not exceed €2 million to fall within the definition of a Micro-enterprise.

### 2. CUSTOMER INSTRUCTIONS

- 2.1 You must submit Customer Instructions in accordance with the Security Procedures applicable to the Services or through any other method and form of consent as agreed with you.
- 2.2 In order for a Customer Instruction to be properly executed, we must be provided with the payee's bank sort code and account number or, where applicable, the bank identification code (BIC) or other relevant identification of the payee's bank and the payee's international bank account number (BAN) or other relevant account number, and/or such information if any as we may advise you of from time to time.
- 2.3 We must receive a Customer Instruction before the cut-off time specified in the General Terms provided to you or made available by us or we will deem the instruction to have been received on the next working day. Notwithstanding this, a Customer Instruction given to us after the cut-off time specified in the General Terms provided to you or made available by us and on a working day for us may be processed by us on that day but we shall not be obliged to do so. Customer Instructions received on days which are not working days for us will also be deemed to have been received on the next working day. For the avoidance of doubt, a working day for us means any day other than a Saturday, Sunday or a public holiday in Malta, where we are open for business.
- 2.4 Where we receive a Customer Instruction from you for execution on a specific day, you agree that the time of receipt is deemed to be that specific day we are to execute that Customer Instruction.
- 2.5 Payment transactions will be executed in the currency agreed between the parties. The parties may also agree financial limit(s) upon the amounts which can be subject to Customer Instructions. Maximum execution times will be as advised to you whether in the General Terms provided to you or otherwise made available by us.
- 2.6 Without prejudice to any provisions in the Terms and Conditions related to matters similar to these referred to below in this paragraph 2.6, we shall have the right to stop the use of a payment instrument (including the use of a password or token to access the relevant electronic channel and Services) on reasonable grounds relating to—
  - (a) the security of the payment instrument;
  - (b) the suspected unauthorised or fraudulent use of the payment instrument; or
  - (c) your ability to repay any credit advanced to you.

### 3. AMENDMENTS AND TERMINATION

- 3.1 We may change any provision of any of the Agreements or we may offer to you new electronic channels or Services from time to time and where we do so, we will notify you in writing at least two months before we make any change to any of the Agreements or propose any additional terms applicable to those new electronic channels or Services. You will be deemed to have accepted any such change if you do not notify us in writing to the contrary before the date any such change comes into effect or if you continue to access the Services after such date. However, if you choose not to accept any change:
  - 3.1.1 you may terminate the relevant Agreement(s) at any time before the change comes into effect; or
  - 3.1.2 our notice of the change shall be deemed to be a notice of termination given under the Terms and Conditions and the relevant Agreement(s) will terminate the day before any change comes into effect. Should there be any outstanding sums owed by you under any of the relevant Agreement(s), they will become immediately due and payable on termination.
- 3.2 Notwithstanding anything to the contrary in the Terms and Conditions, we may only terminate the relevant Agreement(s) in whole or in relation to the relevant electronic channel by giving you not less than two months notice in writing.
- 3.3 The relevant Agreement(s) will continue until terminated in accordance with its provisions.

### 4. COMMUNICATIONS

- 4.1 You must notify your electronic channel's help desk or Bank representative either by telephone or via e-mail, without undue delay upon becoming aware of any actual or attempted unauthorised access to the relevant electronic channel(s) or any unauthorised transaction or attempt to execute any unauthorised transaction pursuant to the relevant Agreement(s).
- ### 5. LIABILITY
- 5.1 You will be liable up to a maximum of euro 150 for any losses you incur in respect of an unauthorised payment transaction or a misappropriation of the security features related to any electronic channel or the Services except that, you will be liable for all losses incurred in respect of an unauthorised payment transaction or a misappropriation of the security features related to any electronic channel or the Services where you have acted fraudulently or with intent or gross negligence failed to take reasonable steps to keep those security features safe.
  - 5.2 You may be entitled to redress for an unauthorised or incorrectly executed payment transaction only if you inform your electronic channel's help desk or Bank representative without undue delay (and follow any further step(s) specified in the General Terms provided to you or otherwise made available by us) on becoming aware of any unauthorised or incorrectly executed payment transaction, in any event no later than 13 months after the relevant debit date.
  - 5.3 Subject to paragraph 5.1 and paragraph 5.2 above, where an executed payment transaction was not authorised by you, we will refund the amount of the unauthorised payment transaction to you and, where applicable, restore your debited account to the state it would have been in had the unauthorised payment transaction not taken place. For the avoidance of doubt, our obligation in this paragraph 5.3 shall take effect notwithstanding anything to the contrary in the Terms and Conditions.

### 6. MISCELLANEOUS

- 6.1 If you require a copy of this Agreement (or any document it comprises), please contact your customer services representative or customer services help desk.
- 6.2 The language of this Agreement shall be English and all information provided, made available and notified to you shall be in English unless otherwise agreed.
- 6.3 Notwithstanding any provision herein, if at any time: (a) you cease to be a Micro-enterprise and for each Customer Associate who is a Micro-enterprise and is a group undertaking (as defined in the Companies Act 1996, as amended from time to time (a 'Group Undertaking')), then the following provisions shall be relevant both to you and each such Customer Associate; or (b) a Customer Associate is not a Micro-enterprise at the date that these Malta Country Conditions take effect or ceases to be a Micro-enterprise, then the following provisions shall be relevant to the Customer Associate:
  - 6.3.1 paragraphs 5.1, paragraph 5.2 and paragraph 5.3 of these Malta Country Conditions shall no longer be applicable;
  - 6.3.2 to the fullest extent that is permitted by law, the provisions of the Central Bank of Malta Directive 1 of 2009 (as from time to time amended, restated or re-enacted) (the 'Directive') shall not apply to the Terms and Conditions and these Malta Country Conditions; and
  - 6.3.3 the provisions which shall not apply as provided in paragraph 6.3.2 above shall include the whole of paragraph 29, the second subparagraph of paragraph 32(2) and paragraphs 37, 39, 40, 41, 44 and 52 of the Directive (as from time to time amended, restated or re-enacted).
- 6.4 No person other than the Bank, other members of the HSBC Group, the Customer and the Customer Associate(s) shall have any rights under the UK Contracts (Rights of Third Parties) Act 1999 (as amended from time to time) to enforce any term (express or implied) of these Malta Country Conditions but this is without prejudice to any right or remedy of a third party which may exist or be available apart from that Act.
- 6.5 Subject to these Malta Country Conditions, where permitted, we are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with a Customer Instruction even if this may conflict with any terms and conditions relating to your accounts.

### 7. INFORMATION MANAGEMENT TERMS

- 7.1 You may also have received one or more of the following documents from us setting out our information management terms (the **Information Management Terms**):
  - (i) our Terms of Business;
  - (ii) our Tax Reporting Obligations Terms; and/or
  - (iii) our Collection and Use of Information Terms and Conditions.
- 7.2 In the event of conflict between (a) the provisions of the Agreement which relate to our management of information and (b) the Information Management Terms you have received (if any), the Information Management Terms will prevail.
- 7.3 Where you have not received any Information Management Terms from us, the terms of the Agreement shall apply in full until such time as you may receive any Information Management Terms.

### 8. GOVERNING LAW AND JURISDICTION / OUT OF COURT REDRESS

- 8.1 These Malta Country Conditions and any dispute, claim or issue arising out of or in connection with them (whether of a contractual or non-contractual nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by the laws of Malta. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of Malta. In addition, you may also be eligible for redress for any dispute and matter arising out of or in connection with the Agreement through the out of court dispute resolution mechanism provided by the Consumer Complaints Manager established under the Malta Financial Services Authority Act (Ch. 330 of the Laws of Malta), as amended from time to time.

## ► E-Channels Country Conditions - Malta (applicable only to Non-Micro-enterprises)

### 1. INTRODUCTION

- 1.1 You, the Customer, have agreed with us, the Bank, terms and conditions relating to certain electronic banking services by signing or adhering to one or more of the following customer agreements (the **Terms and Conditions**):
- (i) the General Terms & Conditions (Corporate Opt-Out) – Accounts (the "General Terms");
  - (ii) HSBNet;
  - (iii) E-Channels Master Customer Agreement with one or more schedules;
  - (iv) Hexagon;
  - (v) HSBC Connect; and/or
  - (vi) customer agreement(s) similar to one or more of the above.
- 1.2 These Malta Country Conditions supplement the Terms and Conditions and govern the relationship between the Customer and the Bank in relation to the account/s in Malta. However, these Malta Country Conditions only apply in circumstances:
- 1.1.1 where any of the payment services providers of either the payer or the payee is located within the European Economic Area (the **EEA**); and
  - 1.1.2 the payment services are carried out in either euro or in the currency of an EEA State that has not adopted the euro as its currency.
- 1.3 Capitalised expressions used in these Malta Country Conditions unless defined herein shall have the meanings given to such expressions in the Terms and Conditions.
- 1.4 In the event of any conflict between the Terms and Conditions and the Malta Country Conditions, these Malta Country Conditions shall prevail.

### 2. CUSTOMER INSTRUCTIONS

- 2.1 In order for a Customer Instruction to be properly executed, we must be provided with the payee's bank sort code and account number or, where applicable, the bank identification code (BIC) or other relevant identification of the payee's bank and the payee's international bank account number (IBAN) or other relevant account number, and/or such information if any as we may advise you of from time to time.
- 2.2 We must receive a Customer Instruction before the cut-off time specified in the General Terms provided to you or made available by us or we will deem the instruction to have been received on the next working day. Notwithstanding this, a Customer Instruction given to us after the cut-off time specified in the General Terms provided to you or made available by us and on a working day for us may be processed by us on that day but we shall not be obliged to do so. Customer Instructions received on days which are not working days for us will also be deemed to have been received on the next working day. For the avoidance of doubt, a working day for us means any day other than a Saturday, Sunday or a public/banking holiday in Malta, where we are open for business.
- 2.3 Where we receive a Customer Instruction from you for execution on a specific day, you agree that the time of receipt is deemed to be that specific day we are to execute that Customer Instruction.
- 2.4 Payment transactions will be executed in the currency agreed between the parties. The parties may also agree financial limit(s) upon the amounts which can be subject to Customer Instructions. Maximum execution times will be as advised to you whether in the General Terms provided to you or otherwise made available by us.
- 2.5 Without prejudice to any provisions in the Terms and Conditions related to matters similar to these referred to below in this paragraph 2.5, we shall have the right to stop the use of a payment instrument (including the use of a password or token to access the relevant electronic channel and Services) on reasonable grounds relating to –
- (a) the security of the payment instrument;
  - (b) the suspected unauthorised or fraudulent use of the payment instrument; or
  - (c) your ability to repay any credit advanced to you.

### 3. MISCELLANEOUS

- 3.1 To the fullest extent that is permitted by law, the Customer agrees that the provisions of the Central Bank of Malta Directive 1 of 2009 (as from time to time amended, restated or re-enacted) (the 'Directive') shall not apply to the Terms and Conditions and these Malta Country Conditions.
- 3.2 The provisions which shall not apply as provided in paragraph 3.1 above shall include the whole of paragraph 29, the second subparagraph of paragraph 32(2) and paragraphs 37, 39, 40, 41, 44 and 52 of the Directive (as from time to time amended, restated or re-enacted).
- 3.3 No person other than the Bank, other members of the HSBC Group, the Customer and the Customer Associate(s) shall have any rights under the UK Contracts (Rights of Third Parties) Act 1999 (as amended from time to time) to enforce any term (express or implied) of these Malta Country Conditions but this is without prejudice to any right or remedy of a third party which may exist or be available apart from that Act.
- 3.4 As of the date of these Malta Country Conditions, you agree that each Customer Associate is not a micro-enterprise (as defined in Business Promotion Regulations (LN 135 of 2001), as amended from time to time) (a **'Micro-enterprise'**) or if any Customer Associate is a Micro-enterprise, then that Customer Associate is a group undertaking (as defined in the Companies Act 1996, as amended from time to time) (a **'Group Undertaking'**) of yours. If at any time after these Malta Country Conditions take effect, there is: (i) a Customer Associate that is a Micro-enterprise but is not a Group Undertaking of yours; or (ii) a Customer Associate that becomes a Micro-enterprise but is not a Group Undertaking of yours, then you shall inform us in writing as other terms and conditions will apply to them and their accounts instead of these Malta Country Conditions.
- 3.5 Subject to these Malta Country Conditions, where permitted, we are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with a Customer Instruction even if this may conflict with any terms and conditions relating to your accounts.

### 4. INFORMATION MANAGEMENT TERMS

- 4.1 You may also have received one or more of the following documents from us setting out our information management terms (the **Information Management Terms**):
- (i) our Terms of Business;
  - (ii) our Tax Reporting Obligations Terms; and/or
  - (iii) our Collection and Use of Information Terms and Conditions.
- 4.2 In the event of conflict between (a) the provisions of the Agreement which relate to our management of information and (b) the Information Management Terms you have received (if any), the Information Management Terms will prevail.
- 4.3 Where you have not received any Information Management Terms from us, the terms of the Agreement shall apply in full until such time as you may receive any Information Management Terms.

### 5. GOVERNING LAW AND JURISDICTION

- 5.1 These Malta Country Conditions and any dispute, claim or issue arising out of or in connection with them (whether of a contractual or non-contractual nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by the laws of Malta. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of Malta.

**▶ For Bank Use Only**

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Originating Branch / Office:  
or Relationship Manager

Total number of sheets of  
paper in this application:

**▶ Authorised Bank Official Sign Off - For New to Bank Customers Only**

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I confirm that all required HSBC Group and local KYC checks have been completed.

Authorised Signature:  
(include signature number)

**▶ For Payment Services Use Only**

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Customer ID:

Customer Type:  CMB BBU  CMB BBM  CMB MME  
 CMB LC  GBM  Other

Service Required:

Service Template:

Service Proposition:

I confirm that the Application and any/all Customer Associate Letters of Authority have been signed in accordance with the local E-Channels signing rules.

Application verified by:

Print Name:

Date:

Application verification  
countersigned by:

Print Name:

Date: