

Personal Internet Banking Agreement

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Personal Internet Banking Agreement

I have read this Agreement carefully before using Internet Banking. I understand it contains liability exclusions and limitations and other important provisions. By clicking “Accept” and using Internet Banking, I acknowledge and signify that I have read, understand and agree to be bound by this Agreement. If I do not agree with all of the provisions of this Agreement, I will not use the Personal Internet Banking.

1. Definitions

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

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

“**HSBC Group**” means all entities in which HSBC Holdings plc holds, directly or indirectly, a controlling interest.

“**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 Logon Information**” means the Internet Banking Password and the Personal Identification Question and Answer 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 Information” means any personally identifiable information about me.

“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 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.

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 Logon Information and Security

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.

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 Logon Information.

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.

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.

To access Internet Banking, I must access it via the Website, must have a Personal Access Number and valid Internet Banking Logon Information 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 to change my Internet Banking Logon Information regularly and not to use any previously used Internet Banking Password.

My Personal Access Number and Internet Banking Logon 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 Logon 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 memorise my Internet Banking Logon 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.

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.

I agree to notify you immediately by telephone or through Internet Banking if my Personal Access Number is lost or stolen or if my Internet Banking Logon 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 or Internet Banking Logon Information.

My Internet Banking Logon Information 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

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.

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.

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.

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.

You are not required to confirm the identity or authority of any person using my Personal Access Number and Internet Banking Logon 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.

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.

I acknowledge that the processing of some Transactions such as bill payments or transfers of funds to 3rd (third) parties may require 2 (two) or more business days for completion.

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.

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.

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.

6. 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.

7. Liability Exclusion

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.

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).

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.

8. 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.

9. 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 and Internet Banking.

10. Your Records

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.

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.

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.

11. 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.

12. Termination of this Agreement

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

13. Consent Re: Personal Information

Personal Information including Credit Information: I agree that you, the HSBC Group and your service providers may, where permitted by law, collect my Personal Information, including credit reports and other financially-related information, from and disclose such Personal Information to each

other and to 3rd (third) parties such as credit reporting agencies, and credit bureaus, and those income sources and personal references that I advise to you. You may collect and update my Personal Information during the course of our relationship. You may disclose my Personal Information to companies within the HSBC Group and to promote the products and services of select 3rd (third) parties.

To prevent crime, verify my identity, recover debt and to meet your legal obligations, you may exchange information (both within Bermuda and, where appropriate, overseas) with other members of the HSBC Group and where appropriate, with fraud prevention, law enforcement, debt recovery agencies and other organisations including other lenders.

If I give you false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

The HSBC Group may use and share relevant information about me, my transactions and my relationships with the HSBC Group for credit assessment, customer service, market research, insurance, audit and administrative purposes. This may include information provided by me, or someone acting on my behalf. Where appropriate (for example if I have relationships with other HSBC Group companies in other countries), this information may be shared with HSBC Group companies outside Bermuda.

You may use other HSBC Group companies and/or 3rd (third) parties to provide services on your behalf which may include the processing of information about me.

Whether it is processed in Bermuda or overseas, my information will be protected, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any 3rd (third) parties are subject to.

Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-

terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to a Bermuda or overseas governmental or regulatory authorities or to any other person you reasonably think necessary for these purposes.

For more information about the principles of privacy observed by you, I will consult your Privacy Statement, available at your nearest branches or www.hsbc.bm.

14. Changes to this Agreement

You can change this Agreement periodically without prior notice to me and will notify me of a change by, at your option:

- (a) displaying the notice at your branches, or automated teller machines or other locations designated by you for a period of 10 (ten) days;
- (b) mailing me a copy of the revised Agreement to my last known address;
- (c) providing written notice of the revised Agreement on my statement of account or sending me notice by electronic mail, or other Electronic Means;
- (d) posting a copy of the revised Agreement on your Website for a period of 10 (ten) days prior to its effective date.

If I wish, I can also obtain a copy of the revised Agreement at any of your branches.

If I conduct any Transaction after the effective date of a change to this Agreement, it will mean that I agree to the terms of the revised Agreement for all Transactions thereafter.

15. Governing Law

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

16. General Terms

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 postal mail, courier or hand delivery. If by postal mail, the document is deemed received 5 (five) calendar days after posting.

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.

No Waiver: No waiver by you of any breach or of or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.

THIS VERSION OF THIS AGREEMENT IS IN EFFECT SINCE 4 MARCH 2011.

www.hsbc.bm

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