

Website User Agreement

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

1. Definitions

"Agreement" means this agreement and any supplementary terms for the provision of the Website User Agreement published and amended by you from time to time.

"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 has applied for any Service and my heirs, executors, administrators, successors and assigns. **"We", "us" and "our"** mean two or more persons who maintain a joint account.

"Instructions" means any instruction that is or reasonably appears to be given to you by me or my agent.

"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 my username, memorable answer and password 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 on-line support service available to provide support in connection with Internet Banking, which may be contacted at the telephone numbers indicated on the Website.

"Other Businesses and Sites" means any other businesses or Internet sites or resources operated by other than you.

"Person" means natural persons and any type of incorporated or unincorporated entity or organisation.

"Personal Information" means any personally identifiable information about me.

"Services" means any and all of the financial and other services that you offer to me, such as:

- banking at your branches;
- any loan products;
- Telephone Banking or other services offered through your call centres;

- using a debit card at an automated teller machine (ATM) or point of sale/debit card terminal (POS terminal) which you approve for use with my debit card;
- Internet Banking;
- giving Instructions with my personal computer or other device (by private or wireless network, the Internet, or similar network when available); and
- any other ways you develop to allow me to use my debit card.

"Telephone Banking" means a service provided by you which allows me to perform certain Transactions related to my account(s) over the telephone.

"Trademarks" means trade-marks, trade-names and logos.

"Transactions" means a financial or other arrangement or exchange performed using any Service, and includes a request for information about any Account.

"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.

"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 is an Agreement between me and all Persons I represent and you, and governs my access to and use of your Website and the content, information and services provided on or through the Website, including all on-line tools (including applications and calculators) available on or through the Website. This Agreement also provides benefits to you, your affiliates, your service providers, agents, suppliers and sub-contractors, including the HSBC Group.

Each time I use the Website I signify my acceptance and agreement, and the acceptance and agreement of all Persons I represent, without limitation or qualification, to be bound by this Agreement as it then reads, and I represent and warrant that I have the legal authority to agree to and accept this Agreement on behalf of myself and all Persons I represent. If I do not agree with each provision of this Agreement, or I am not authorised to agree to and accept this Agreement, I may not use the Website.

3. Permitted Users

The Website is intended to be accessed and used only by individuals located in Bermuda who can form legally binding contracts under applicable law, and have accepted this Agreement.

Persons using the Website must comply with all applicable laws.

If I choose to enter this Website outside of Bermuda, I am advised that it may not be legal in that jurisdiction for me to access or use the facilities available on this site and the legal requirements of that jurisdiction may prohibit me from dealing or otherwise transacting in that jurisdiction.

Availability of Products and Services: I understand that the products and Services offered by you and your providers on the Website are available to residents of Bermuda and certain non-residents. The availability to non-residents depends on the product or Services requested.

You reserve the right to make the final determination on whether or not I am eligible for any particular product or Service.

4. No Advice

Except for Internet Banking, on-line applications and on-line requests, the Website is for informational or general illustrative purposes only. The Website is not guaranteed to be accurate, complete, or timely. The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed; investment, tax, banking, accounting, legal, or other professional or expert advice or recommendations; or an offer, solicitation, or recommendation to sell or buy any stock, bond or other financial instrument or any product or service. I understand that I should obtain appropriate, qualified professional advice before acting or omitting to act based upon any information provided on or through the Website.

5. Internet Banking Applications and Requests

Certain portions of the Website relating to on-line transactions and Internet Banking may be accessed only by your customers who have agreed to be bound by the applicable Personal Internet Banking service agreement and to whom a personal access number and password have been issued.

The Website also allows users to complete and submit applications for your products and services (on-line applications), and to request specific types of information from you (on-line requests). On-line applications and on-line requests may only be made using appropriate application forms available through the Website, and not through email.

6. No Other Transactions

Except for Internet Banking, on-line applications and on-line requests, the Website is established solely for the distribution of information by you where permitted by law, and may not be used by me or any other Person for any transactions or to provide instructions or information to you or any other Person regarding any matter.

7. Information Submissions and Communications

All information I provide through the Website, including my legal name, residential address, email address, and information relating to Internet Banking transactions, on-line applications and on-line requests, will be true, accurate, current and complete. You will rely on the information I provide.

I will be solely responsible and liable for any and all loss, damage, and additional costs that I, you or any other Person may incur as a result of your submission of any false, incorrect or incomplete information.

I authorise you to:

- (a) accept communications you receive from me by means of the Website as if those communications had been given directly by me in writing and signed by me;
- (b) disclose my communications to you, your affiliates and your providers by means of the Website, Electronic Means or other means communications (to which I consent); and
- (c) respond to my communications by Electronic Means or other means of communication,

Communications I send to you via the Website are not effective unless and until they are processed by your responsible representative. You may refuse to process any communications sent to you via the Website, or may reverse the processing of any communications sent to you via the Website, at any time in your sole discretion, and without any notice or liability to me or any other Person, including without limitation if:

- (a) you cannot process the communications;
- (b) the communications violate any provision of this Agreement or any other agreement that I or any other Person may have with you;
- (c) you consider that the communications may conflict with any other instructions from or agreements with me or any Person I represent; or
- (d) there is an operational failure or malfunction in connection with the transmission of the communications.

8. Confidentiality and Security

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

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

As certain parts of the Website, including portions of the Internet Banking system are located outside of Bermuda, the information I submit through the Website may be stored inside or outside of Bermuda. Information stored in Bermuda is subject to Bermudian law, and information stored outside of Bermuda is subject to the laws of the jurisdiction in which the information is stored. I am aware that you may be required to disclose my information to 3rd (third) parties in accordance with applicable laws.

9. Errors and Corrections

You attempt to provide accurate information on and through the Website, but errors may occur and information may become out of date. You do not guarantee the accuracy, completeness, or timeliness of the information available on or through the Website. You may in your discretion change the information available on or through the Website at any time and from time to time without any notice or liability to me or any other Person. I may obtain complete and up-to-date information regarding your products and Services by contacting your branches and offices.

10. Currency and Interest Rates

All references in the Website to currency are to the lawful money of Bermuda, unless expressly stated otherwise. Interest rates indicated on the Website are subject to change without prior notice.

11. Ownership and Permitted Uses of the Website

All Rights Reserved. The Website and all information (in text, graphical, video and audio forms), images, icons, software, designs, applications, on-line tools, calculators, models, data, and other elements available on or through the Website are your property and your providers and others, and are protected by Bermudian and international copyright, Trademark, and other laws. My access to and use of the Website does not transfer to me any ownership or other rights in the Website or its content.

The Website may only be used in the manner described expressly in this Agreement. In particular, except as expressly stated otherwise in this Agreement, the Website may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without your express prior written consent. I may not reproduce, copy, duplicate, sell, or resell any part of the Website or access to the Website.

The Website may be used only for lawful, personal, and non-commercial purposes. I may print the pages of the Website for my lawful, personal, and non-commercial use, provided that I do not modify any of the content and I do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers.

12. Trade-Mark Information

The content and information contained on the Website or delivered to me in connection with my use of the Website is your property and any applicable 3rd (third) parties. You retain all proprietary rights in and arising out of the Website.

The Trademarks that are used and displayed on the Website include your and other 3rd (third) parties registered and unregistered Trademarks. Nothing on the Website will be construed as granting any license or right to use any Trademarks displayed on the Website. Users are prohibited from using any Trademarks without your or such other applicable 3rd (third) parties written permission.

13. Other Businesses and Sites

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

Links to Other Businesses and Sites are provided solely for my convenience. You do not sponsor, endorse or approve any Other Businesses and Sites, or the information, goods or services available from or through those Other Businesses and Sites. My dealings with, access to and use of Other Businesses and Sites is at my own risk, and I will not make any claim against you arising out of my access to or use of any Other Businesses and Sites.

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

14. Linking, Framing, Mirroring, Scraping and Data-Mining the Website

Links to the Website without your express written permission are strictly prohibited. You reserve the right to cancel and revoke any permission you may give to link to the Website at any time, for any reason, without any notice, and without any liability to me or any other Person. The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any method are strictly prohibited.

15. Postings

I may not use chat or annotation technologies in connection with my use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website.

16. Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity:

I understand that you, your affiliates and your providers do not accept any liability for my access to and use of the Website. For that reason, the following provisions apply to my access to and use of the Website.

Disclaimer: My access to and use of the Website is at my own risk. The Website is provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind (whether express, implied or statutory), and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by you, your affiliates and your providers to the fullest extent permitted by law. There will not be any representations, warranties or conditions created by a course of dealing, course of performance or trade usage.

I am solely responsible for:

- (a) obtaining, configuring and maintaining all computer hardware, software, telephone services, and other equipment and services necessary for me to access and use the Website;
- (b) scanning for and preventing the receipt and transmission of viruses, trojan horses, worms or other destructive or disruptive components; and
- (c) maintaining a complete and current backup of all of the information contained on my computer system prior to accessing or using the Website.

I am aware that the Internet is not a secure means, may be subject to interruption and disruption, and inadvertent or deliberate breaches of security and privacy. The operation of the Website may be affected by numerous factors beyond your control. The operation of the Website may not be continuous or uninterrupted, secure or private.

Without limiting the generality of the preceding paragraphs, you, your affiliates and your providers make no representation, warranty or condition that:

- (a) the Website will be compatible with my computer and related equipment and software;
- (b) the Website will be available or will function without interruption or will be free of errors or that any errors will be corrected;
- (c) the Website will meet my requirements;
- (d) the information contained in the Website or derived from the Website will be accurate, complete, sequential, or timely;

- (e) certain or any results may be obtained through the access to or use of the Website;
- (f) the access to and use of the Website, including the browsing and downloading of any information, will be free of viruses, trojan horses, worms or other destructive or disruptive components; or
- (g) the access to and use of the Website will not infringe the rights (including intellectual property rights) of any Person; and you, your affiliates and your providers disclaim any and all liability regarding such matters to the fullest extent permitted by law.

The on-line tools (including applications and calculators) available on or through the Website are for informational or general illustrative purposes only, and are not guaranteed to be accurate, complete or timely.

The information and results provided by the on-line tools are based upon assumptions, projections, and data that may not be correct or applicable and you and your providers disclaim any and all liability regarding my use of such on-line tools to the fullest extent permitted by law.

Liability Exclusion: I agree that you, your affiliates and your providers will not under any circumstances be liable to me or any other Person for any direct or indirect loss or damage, including without limitation loss of use, loss of production, loss of income or profits (anticipated or otherwise), loss of markets, economic loss, special, incidental, indirect or consequential loss or damage or exemplary or punitive damages, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, arising from, connected with, or relating to the access to and use of the Website by me or any other Person, and regardless of any negligence or other fault or wrongdoing by you, your affiliates or your providers or any Person for whom you, your affiliates or your providers may be responsible, and notwithstanding that you, your affiliates or your providers may have been advised of the possibility of such loss or damages being incurred by you or any other Person.

Without limiting the generality of the preceding paragraph, you, your affiliates and your providers will not be liable to me or any other Person for any loss or damage suffered by me or any other Person as a result of any failure or refusal by you, your affiliates and your providers to give effect to, or for any failure or delay by you, your affiliates and your providers in receiving, accessing, processing or accepting, any communication (including an Internet Banking transaction or an on-line application) sent to you, your affiliates and your providers by means of the Website or otherwise, or for any loss or damage suffered as a result of the operational failure, malfunction, interruption, change, amendment or withdrawal of the Website or email services.

Liability Limitation: Without limiting the previous paragraphs, in no event you, your affiliates or your providers total liability to me or any other Person for any claims, proceedings, liabilities, obligations, damages, losses, and costs, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, and regardless of any negligence or other fault or wrongdoing by you, your affiliates or your providers or any Person for whom you, your affiliates or your providers is responsible, will exceed \$100.00 (one hundred Bermuda Dollars).

Advice and information provided by you, your affiliates, your providers or your respective representatives, whether oral or written, will not create any representation, warranty or condition or vary or amend this Agreement, including the above disclaimer, liability exclusion, liability limitation and you may not rely upon any such advice or information.

Fair Allocation of Risk and Liability: I acknowledge and agree that this Agreement represents a fair allocation of risk and liability.

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions. Such legislative limitations may apply to me.

17. Other Agreements

This Agreement is in addition to any other agreements I have with you (now or in the future). If there is a conflict between this Agreement and any other agreements I have with you, this Agreement will prevail in respect to the matters which are the subject of the use of the Website unless the other agreement expressly states otherwise.

18. Termination of this Agreement and the Website

If I breach any provision of this Agreement, I may no longer use the Website. You may, at any time and for any reason and in your sole discretion:

- (a) change, suspend or terminate, temporarily or permanently, the Website or any part of it; or
- (b) restrict, suspend or terminate (in whole or in part) my permission to access or use the Website; all without any notice or liability to me or any other Person.

If this Agreement or my permission to access or use the Website is terminated by me, or by a Person I represent, or by you, this Agreement and all other then existing agreements between you and I or any Persons I represent will continue to apply and be binding upon me and any Persons I represent, jointly and severally, regarding my prior access to and use of the Website, and anything connected with, relating to or arising there from.

19. Changes to this Agreement

Notwithstanding any other terms in any other agreements I have with you, you may, in your sole discretion, change, supplement or amend this Agreement from time to time, for any reason, and without any prior notice or liability to me or any other Person, by posting a revised agreement on the Website. Each time I use the Website, I should check the date of this Agreement (which appears at the end of this Agreement) and review any changes since the last version.

By using the Website after this Agreement has been revised, I signify my acceptance and agreement, and the acceptance and agreement of all Persons I represent, without limitation or qualification, to be bound by the revised Agreement, and I represent and warrant that I have the legal authority to agree to and accept the revised Agreement on behalf of myself and all Persons I represent.

If I do not agree with each provision of the revised Agreement, or I am not authorised to agree to and accept the revised Agreement, I may not use the Website. I may not change, supplement, or amend this Agreement in any manner.

20. Resolving Disputes

With You: If I have a dispute with you regarding any matter related to the Website, I will bring it to your attention. I will not initiate any proceedings relating to any dispute arising from this Agreement until after I provide you with written notice of the nature of the dispute, and allow you 21 (twenty one) working days from the delivery of such notice to you to resolve the dispute to my satisfaction and any proceeding commenced in contravention hereof will be a nullity.

21. Consent re: Personal Information

Personal Information: I agree that you, the HSBC Group and your service providers may, where permitted by law, collect my Personal Information, and disclose such Personal Information to each other and to 3rd (third) parties such as credit reporting agencies, credit bureaus, and those income sources and personal references that I advise to you to understand my financial needs. 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, debt collection, 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

22. Governing Law

This Agreement and all issues relating to the Website 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, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

23. General Terms

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severed from the rest of this Agreement and will not affect the validity and enforceability of any remaining provisions.

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

The provisions of this Agreement will take effect to the benefit of and be binding upon you, your affiliates and your providers and each of your respective successors and assigns and related Persons, and me and my heirs, executors, administrators, successors, and personal representatives, and all Persons I represent and their respective successors, assigns and related Persons. I and the Persons I represent may not assign this Agreement or the rights and obligations under this Agreement without your express prior written consent, which may be withheld in your discretion. You may assign this Agreement and your rights and obligations under this Agreement without my consent or the consent of any Persons I represent.

Your records regarding my access to and use of the Website and any communications through the Website or email are, unless shown to be wrong, conclusive evidence of my access to and use of the Website and of the communications.

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

Notwithstanding any other provision of this Agreement to the contrary, the following provisions of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect and be binding upon the parties as applicable: 03. Permitted Users; 13. Other Business and Sites; 15. Postings; 16. Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity;

18. Termination of this Agreement and the Website; 21. Consent re: Personal Information; 22. Governing Law; 23. General Terms.

Any rights not expressly granted by this Agreement are reserved to you.

THIS VERSION OF THIS AGREEMENT IS IN EFFECT SINCE 3 MAY 2010.

www.hsbc.bm

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

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