

Online Application Agreement

The following sets out the terms governing your online application for an HSBC Mastercard® with HSBC Bank Canada. **Please read this whole document carefully.** Submitting your application at the end of this online application process will signify that each applicant agrees and consents to all of these terms.

This agreement is in addition to and supplemented by the Website Use Agreement which governs use of this website generally.

HSBC Mastercard Applicant Terms and Conditions

You and **your** means the individual who wishes to apply for this HSBC Mastercard card and **we, us,** and **our** means HSBC Bank Canada.

Your application

You request that we:

- open an HSBC Mastercard account (Account) in your name
- send an HSBC Mastercard card (Card) to you (and to any Authorized User named by you)
- issue renewal and replacement Cards from time to time

You confirm that:

- all information in this application is accurate and complete
- you are a resident of Canada and have reached the age of majority in the province or territory where you live
- you meet the eligibility requirements for this Card
- your application for this Card is subject to credit approval

Your Agreement

You will receive a welcome package that includes a cardholder agreement (the Cardholder Agreement). You agree that:

- if you sign, activate, or use your Card or Account number, it means you have received and read the Cardholder Agreement and agree to it. You will comply with the Cardholder Agreement, including changes we make to it.
- you are responsible for all use of the Account and all interest, fees, and other charges to the Account.
- if you request a Card for an Authorized User, you are responsible for their use of the Account. The Cardholder Agreement binds them.
- you will ensure that each Authorized User receives a copy of the Cardholder Agreement, as well as notices we send you about use of the Account or Card.
- you authorize us to deal with Authorized Users, to accept and rely on their instructions described in the Cardholder Agreement and to disclose information to the Authorized Users. Authorized Users are not allowed to give other instructions for the Account, unless you expressly, in writing or otherwise, authorize us to accept such other instructions.

Your Privacy

You agree, on behalf of yourself and any Authorized Users, to the following:

- The Customer Information Consent section below, which explains the collection, use and sharing of personal information, applies to you and all Authorized Users
- As part of doing business with us, you understand that you are required to provide us with personal information about yourself and any Authorized Users from time to time. By making this application, you agree to HSBC's treatment of yours and any Authorized Users' personal information
- You understand that we consider any Authorized User to be a Connected Person for the purpose of Customer Information Consent
- You have obtained consent from any Authorized Users to collect and provide to us the personal information required by the application form

Quebec only: It is the express wish of parties that this agreement and any related documents be in English. *Les parties demandent expressément que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*

Customer Information Consent

This Section explains how we collect, use, process, transfer and disclose your information and that of Connected Persons. We also provide information about tax compliance.

1. Definitions. The following terms used in this Consent mean:

Account means each personal credit or deposit account that you apply for or have with us, either by yourself or jointly with other individuals, including a loan, HSBC Mastercard account, term deposit and guaranteed investment certificate.

Authorities includes judicial, administrative, public, or regulatory bodies, as well as governments, Tax Authorities, securities or futures exchanges, courts, and central banks or law enforcement bodies with jurisdiction over any part of the HSBC Group. They also include agents of any of these bodies.

Compliance Obligations means the HSBC Group's obligations to comply with:

- a. Laws or international guidance
- b. internal policies or procedures
- c. demands from Authorities
- d. Laws requiring us to verify our customers' identities

Connected Person means a person or entity (other than you) whose information (including Personal Information or Tax Information) we have in connection with providing you Services. A **Connected Person** may include a guarantor, a director, or officer of a company; partners or members of a partnership; a Substantial Owner, Controlling Person, or beneficial owner; trustee, beneficiary, settlor or protector of a trust; account holder of a designated account; a payee of a designated payment; or other persons or entities with whom you have a relationship relevant to your relationship with the HSBC Group. A Connected Person also includes your representative, agent, or nominee. We consider any Authorized User to be a Connected Person for the purpose of the Customer Information Consent.

Consent means this Customer Information Consent which includes the definitions and clauses 1 – 11.

Controlling Person means an individual who exercises control over an entity. For a trust, this is the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust. For entities other than a trust, these are persons in similar positions of control.

Customer Information means your Personal Information, confidential information, and Tax Information or that of a Connected Person.

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, and evasion of economic or trade sanctions. It also includes acts or attempts to circumvent or violate Laws relating to these matters.

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

Laws includes local or foreign laws, regulations, judgments or court orders, voluntary codes, sanctions regimes, agreements between any member of the HSBC Group and an Authority, or agreements or treaties between Authorities that apply to HSBC or to a member of the HSBC Group.

Personal Information means information about an identifiable individual (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group).

Services includes:

- a. evaluating your application for and assessing our willingness to provide you with products and services, and opening, maintaining and closing your Accounts
- b. providing you with products and services, and assessing credit and eligibility
- c. maintaining our relationship with you.

Substantial Owners means individuals entitled to more than 10% of profits from an entity or with a direct or indirect interest of more than 10% in an entity.

Tax Authorities means domestic or foreign tax, revenue, or monetary authorities (for example, the Canada Revenue Agency).

Tax Certification Forms means forms or documentation a Tax Authority or HSBC Group may issue or require to confirm your tax status or the tax status of a Connected Person.

Tax Information means information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner and includes Tax Certification Forms

Us, we, and the bank mean each of HSBC Bank Canada, HSBC Mortgage Corporation (Canada), and HSBC Trust Company (Canada), that you have an Account with.

You and your mean each person who holds or has applied for an Account or Services or received Services.

2. Collecting. We and other members of the HSBC Group may collect, use, process, transfer and disclose Customer Information. We or someone on behalf of the HSBC Group may request Customer Information, and we may collect it:

- from you
- from a person acting on your behalf
- from other sources (including from publicly available information).

This information may be generated or combined with other information available to us or other members of the HSBC Group.

3. Purposes for collecting, using, processing, transferring and disclosing. We or other members of the HSBC Group will collect, use, process, transfer, and disclose Customer Information for the following purposes (collectively, the “**Purposes**”):

- a. providing you with Services and to approve, manage, administer and effect transactions and provide other products and services you request or authorise
- b. meeting Compliance Obligations
- c. conducting Financial Crime Risk Management Activity (as defined in clause 8 below)
- d. collecting amounts due from you
- e. verifying your identity, conducting credit checks and obtaining or giving credit references
- f. enforcing or defending our rights or those of a member of the HSBC Group
- g. for our internal operations or those of the HSBC Group (including credit and risk management, system and product development and market research, insurance, audit, administration, security, statistical, and processing, transfer and storage of records)
- h. maintaining our relationship with you including, marketing and promotion (unless you withdraw your consent as explained in clause 9 below)
- i. honouring your privacy choices.

We may use your Customer Information to maintain accurate records on any accounts with which you are associated, such as commercial accounts.

4. Sharing. We may transfer and disclose Customer Information to the recipients below and they may also collect, use, process, transfer, and disclose Customer Information, as necessary and appropriate for the Purposes:

- a. members of the HSBC Group
- b. sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors, and officers)
- c. Authorities
- d. someone acting on your behalf, payment recipients, beneficiaries, account nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, or companies in which you have an interest in securities, as long as we hold these securities for you
- e. parties to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services
- f. financial institutions, credit agencies, or credit bureaus to obtain or give credit reports or credit references and financial service industry databases (which may share information with other industry members)

- g. third party fund managers who provide you with asset management services
- h. a broker we introduce or refer you to
- i. insurers (as permitted by law), loyalty program providers and other providers of optional products and services available to you
- j. Canadian government registries

wherever they are located, including in jurisdictions with less strict data protection laws than those in the jurisdiction where we supply you the Services.

5. Recordings. We may record any telephone conversation or electronic communication you have with us, and use these recordings for the following purposes:

- to have a record of instructions provided and information exchanged
- to provide the Services you request or authorise
- to monitor service levels.

6. Your obligations. You agree to inform us promptly and in any event, within 30 days in writing if Customer Information you gave to us or a member of the HSBC Group changes. You also agree to respond promptly to our or HSBC Group's requests to you.

Before you give us information (including Personal Information or Tax Information) about a Connected Person, you must:

- tell the Connected Person that you are giving us (or a member of the HSBC Group) their information
 - ensure the Connected Person agrees that we (or a member of HSBC Group) can collect, use, process, disclose, and transfer their information as set out in this Consent
 - tell the Connected Person that they may have rights to access and correct their Personal Information.
- You must ensure this has all been done, even if someone else gives us the Connected Person's information on your behalf.

If any of these things occur:

- you fail to promptly give Customer Information we reasonably request
- you withhold or withdraw consent we need to collect, use, process, transfer, or disclose Customer Information for the Purposes (except for marketing and promoting)
- the HSBC Group has suspicions about Financial Crime or an associated risk

we may take any of these actions:

- a. be unable to provide Services, including new Services, to you and we reserve the right to terminate our relationship with you
- b. take actions to meet Compliance Obligations
- c. block, transfer, or close your accounts where local Laws permit it.

In addition, if you fail to promptly give your, or a Connected Person's, Tax Information to us when we ask for it, we may make decisions about your tax status, including whether you are reportable to a Tax Authority. This may require that we withhold and pay amounts legally required by a Tax Authority.

7. Data protection. In accordance with data protection legislation, all members of the HSBC Group, their staff, and third parties to whom information is transferred by the bank, whether located in Canada or another country, will be required to protect Customer Information by a strict code of secrecy and security. Where Customer Information is transferred to another country, you understand that it may be accessed by Authorities in that country in accordance with applicable Laws.

8. Financial Crime Risk Management Activity. We, and members of the HSBC Group, are required to meet Compliance Obligations relating to detecting, investigating and preventing Financial Crime ("**Financial Crime Risk Management Activity**"). We and members of the HSBC Group may take action to meet these Compliance Obligations, including:

- a. screening, intercepting, and investigating instructions, communications, drawdown requests, applications for Services, or payments sent to, by you, or on your behalf
- b. investigating who sent, received, or was intended to receive funds
- c. combining Customer Information with related information that HSBC Group has
- d. making enquiries about a person or entity's status or identity, including whether they are subject to

sanctions

e. any combination of clause a to d.

In rare cases, our Financial Crime Risk Management Activity may lead us to delay, block, or refuse to:

- make (or clear) a payment
- process your instructions or application for Services
- provide all or part of the Services.

As far as the law permits, neither we nor any other member of HSBC Group will be responsible or liable to you or a third party for your or their loss (however it arose) caused or partially caused by our Financial Crime Risk Management Activity.

9. Your privacy choices.

Your optional consent to use Personal Information to tell you about offers. We may also:

- a. collect and use your Personal Information and, where the Law allows us to, share it within the HSBC Group to identify and inform you of products and services provided by the HSBC Group that may be of interest to you
- b. collect and use your Personal Information to promote products and services of select third parties that maybe of interest to you.

You may at any time refuse or withdraw your consent to clause a or b by visiting a branch or contacting us at 1-888-310-HSBC (4722). This will not affect your eligibility for credit or other products or services.

Your social insurance number (SIN) and optional consent. The Canadian government requires that we ask your SIN when necessary for tax reporting purposes. You understand that, if you give us your SIN, the bank and the HSBC Group will collect, use, and share your SIN for tax reporting purposes where this applies. We may also collect, use, and share your SIN for credit checks, to conduct Financial Crime Risk Management Activities, for collections, and for internal audit, security, statistical and record-keeping purposes. You may at any time refuse or withdraw your consent to use your SIN for these additional purposes by visiting any branch or contacting us at 1-888-310-HSBC (4722). This will not affect your eligibility for credit or other products or services.

More information about HSBC privacy policies and access. You can read HSBC's Privacy Code to get more information about privacy policies of HSBC Bank Canada and its subsidiaries in Canada. You can also read the brochure *Protecting your privacy*. Both are available at your branch or www.hsbc.ca. You can access the Personal Information we have about you, or correct it, by contacting us.

10. Tax compliance. You are solely responsible for understanding and complying with your tax obligations related to using our Accounts and Services in any jurisdiction. This includes paying taxes, filing tax returns, and filing other documents related to paying taxes.

Each Connected Person acting as a Connected Person (not in their own capacity) also acknowledges this themselves.

Please note: Certain countries may have tax legislation with extra-territorial effect regardless of your or Connected Person's place of domicile, residence, citizenship, or incorporation.

Neither we nor any member of the HSBC Group:

- provide tax advice
- have responsibility for your tax obligations in any jurisdiction, even if they relate to opening and using Accounts and Services we or members of the HSBC Group provide.

We advise you to seek independent legal and tax advice.

11. General terms. If you gave us any other consents, authorisations, or waivers or permissions we asked for related to Customer Information, they continue to apply in full force and effect, as relevant local laws allow. If some or all of the terms in this Consent become illegal, invalid, or unenforceable in any way under the law of any jurisdiction, that does not affect the legality, validity, or enforceability of the rest of the Consent in that jurisdiction.

This Consent continues to apply even if:

- any agreement is terminated
- we or a member of the HSBC Group, stop providing Services to you
- an Account is closed.

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