

# Personal Banking Agreement



This Personal Banking Agreement (Agreement) sets out the terms of the banking relationship between us (HSBC), and you (our customer). This version of the Agreement has new and updated terms, and it replaces older versions of the Agreement.

You can find a list of words we define in this Agreement at the end. Please read this Agreement and contact us if you have questions. Thank you for choosing HSBC Bank Canada.

**In exchange** for us providing financial services to you, you agree to the following:

## 1. Banking Services

### **Using your Account for personal banking.**

You must use your Accounts and Service Channels for personal banking purposes only. You must not use the Account or Service Channels for:

- Business purposes
- Illegal purposes (such as financial crime)
- Improper purposes (such as those that do not meet generally accepted standards of conduct)
- The benefit of third parties

We take measures to protect our customers, ourselves and the financial system from financial crimes such as money laundering, terrorist financing, bribery, corruption, tax evasion and evasion of economic and trade sanctions. We are committed to abiding by financial crime laws, regulations and requirements. We expect you will also abide by financial crime laws and use your Account appropriately.

If you use your Account or Service Channel for purposes not authorized by us, we may close all or some of your Accounts or stop Services or

Service Channels without telling you first. We may also place a hold on Accounts while we investigate. We may refuse to let you open or use a new Account or continue to use an existing Account. You agree to indemnify, or reimburse, us for Losses we may suffer from your using or contributing to your Account or Service Channels being used for illegal or improper purpose. You must take all reasonable precautions to protect your Accounts from fraud or unauthorized use.

**Inactive Accounts.** Your Account becomes inactive if no Transactions have taken place within one year. If you log on to Online Banking at least once a year, your Account will not become inactive.

If your Account is **inactive**, we may change how you receive your Statement of Account. We may stop mailing monthly paper Statements of Account, or change the frequency we send a paper Statement of Account to you.

When your Account is inactive, we may charge you applicable service charges and fees as well as an annual inactivity fee, as set out in our current Personal Service Charges Statement of Disclosure brochure. If your Account balance reaches zero or less, we may close your Account without telling you first.

If you do not make any Transactions for periods of two years, five years and nine years, we are required by law to send you a notice. We may send notices more frequently. For Canadian dollar Accounts, if your Account remains inactive after ten years, the balance will be considered unclaimed and will be forwarded to the Bank of Canada. You may contact the Bank of Canada to claim your funds.

**Service guides.** We may give you service guides explaining how a particular Service Channel works. You must use each Service Channel according to this Agreement and the service guide that applies to it. Using our Service Channels means that you have read and agree to this Agreement and the service guides for those Service Channels.

**Other agreements.** This Agreement is in addition to other agreements you have with us (now or in the future) for your Accounts or Service Channels. If there is a conflict between this Agreement and your other agreements with us, this Agreement governs the part that is inconsistent, unless the other agreement expressly states otherwise.

**Applications.** We may require that you apply in writing, in person, by telephone, or electronically for an Account, Service or Service Channel. You promise that all information you give or will give in each application is complete and true.

**Trust funds.** You agree not to use your Account on behalf of someone else unless you notify us in writing. Even if you give us this notice, if you are holding funds in your Account for someone else (for example, as a trustee or fiduciary), we are not responsible for making sure you use the funds as you are supposed to. You must also let the person for whom you are holding the funds know that we are not responsible in this way.

## 2. Service charges, interest and expenses

You must pay our posted service charges and fees for Accounts, Services and Service Channels. You authorize us to charge these service charges and fees to your Accounts.

You confirm that you have:

- Our current Personal Service Charges Statement of Disclosure brochure, which sets out our service charges and fees.
- Details about any interest we pay, including the current rate and how it is calculated and paid.

We may change these charges, fees and interest at any time.

You must also pay our expenses if we have to respond to or comply with court processes, requirements, demands, orders, or instructions of any Authorities that relate to you or your Accounts. These expenses might include looking for and giving the Authorities documents they are entitled to obtain. You authorize us to charge these expenses to your Accounts.

### 3. Statements of Account and records—your rights and responsibilities

**You must review your Statements of Account.** We will make available to you a Statement of Account for each Account. We may send it to you by electronic delivery through Online Banking or we may provide it another way as permitted by law.

You must promptly review your Statement of Account to check and verify your account transactions, fees and all entries posted to your Account. If you believe there are any errors, omissions, irregularities, fraud or other unauthorized activities you must tell us within the applicable time period set out in the section below titled “Your responsibility to notify of errors and fraud”.

**Record Keeping Options.**

**Online Statements:** If you receive “Online Statements”, you will receive Statements of Account through Online Banking in place of paper statements sent in the mail (subject to the section in paragraph 2 “Inactive Accounts”). You agree to log on to Online Banking or Mobile Banking at least once every 30 days to review your Online Statements.

**Paper Statements:** If you receive “Paper Statements”, we may charge your Account our posted fee, and your Statements of Account will be mailed to the address we have for you in our records (subject to the section in paragraph 2 entitled “Inactive Accounts”). You agree that you will advise us promptly if you have not received your Statement of Account within ten days of the date upon which you would normally receive it.

**Receipt of your Statements of Account.**

We may consider you to have received your Statement of Account on the earliest of the events below, even if you have not actually received it:

- The day you actually receive a Statement of Account;
- The day you received information that made you aware (or should have made you aware) there might be problems with your Account or the Transactions (for example, errors, omissions, irregularities, fraud or other unauthorized activities);
- Ten days after the month in which we sent you the Statement of Account;
- Each time you log on to Online Banking or Mobile Banking.

**Your responsibility to notify of errors**

**and fraud.** You must advise us in writing within 30 days of any errors, omissions, irregularities, fraud or unauthorized activity in the Statement of Account. The 30-day period begins when you received the Statement of Account, or we consider you to have received it, whichever is earlier.

Unless you object in writing to the Statement of Account within the 30-day period, you agree that the Statement of Account is conclusive evidence of your dealings with us regarding your Account. You also agree that the Statement of Account and all Transactions and entries recorded are correct, complete and authorized by you. It also means you release us from all responsibility and liability for the Transactions and entries recorded on the Statement of Account and those occurring prior to the date of the Statement of Account.

**Our liability is limited.** If you do not advise us within 30 days as required, we are not responsible and you release us from any liability for Losses caused by the errors, omissions, irregularities, fraud or unauthorized activity. Even if you do advise us, we are also not responsible and you release us from any liability (even if we are negligent) for Losses that are caused or contributed to by:

- Your negligence, or
- Your not meeting your responsibilities and obligations under this Agreement.

You must also let us know immediately if you, acting reasonably, suspect or become aware of any possible fraud or other unauthorized activity on your Account. If you do not, we will not be responsible for Losses that could have been prevented.

If we have responsibility or liability for any Losses caused by errors, omissions, irregularities, fraud or unauthorized activity, our maximum liability to you is the amount of funds withdrawn from your Account due to the errors, omissions, irregularities, fraud or unauthorized activity. We are not responsible or liable for any other amount or any Losses that are indirect, consequential, incidental or economic.

**You agree to rely on our records.** You will not object to the use of our records in court or any legal or administrative proceedings, including Statements of Account, on the grounds that they are not originals, are not in writing, are hearsay, or are created from computer records. These records will be conclusive evidence in legal or administrative proceedings of Instructions, Transactions, and anything else relating to your Accounts or Transactions.

**Digital records.** We may, in our discretion, and subject to applicable laws, create and retain digital or electronic copies of all records we have with you, including Statements of Account. We may destroy the original paper version of the records, if any, without telling you before we do. Our digital or electronic copies of the records, including Statements of Account, may, except where expressly prohibited by law, be relied upon as originals and you will not object to the use of such records in court or any legal or administrative proceedings on the grounds that they are not originals, are not in writing, are hearsay, are not the best evidence or are documents created from computer records.

## 4. Cheques and other Instruments

**Deposit of Instruments.** You agree we may present and deliver Instruments (including cheques) for payment, clearing, collection, acceptance or for any other reason, in any manner. To clear and pay Instruments, you waive certain rights under the law, which includes presentment, protest and notice of dishonour of Instruments.

We may, on your behalf, create a photocopy or electronic copy or representation (Digital Reproduction) of any Instrument and treat it as the original. We may destroy the original Instrument if we have a Digital Reproduction and not return the original to you. We are not responsible or liable for Losses that result from using a Digital Reproduction.

**Bank's rights.** We may choose to not honour, note or protest an Instrument if we question your signature (or endorsement) or for any other reason. We will not be responsible or liable for Losses if we fail to honour, note or protest an Instrument, or if we make a mistake in noting, protesting or dishonouring an Instrument. We may forward Instruments for collection or payment to the payer or to another financial institution that provides this service to you on your behalf (a correspondent). We will not be responsible or liable for default or negligence of a correspondent, or for delays or losses in transit. We may accept a cheque, draft, or credit as conditional payment instead of cash.

**Holds on cheques.** We may put a hold on cheques you deposit in an Account, which may limit your right to withdraw funds. We hold cheques for up to the maximum number of days in our Personal Service Charges Statement of Disclosure brochure or in other documents.

**Holds on funds.** In addition to our right to put a hold on cheques you deposit, we may hold funds in your Accounts, if the following happens:

- a. You deposit an Instrument into your Account, until we actually receive payment. This means we may reverse a credit we gave you until we receive actual payment.
- b. You deposit funds into your Account using an ATM, until we review and confirm the deposit.
- c. We become aware of possible fraud or unauthorized activity on your Account that could lead to a Loss or claim. This claim could be against us, a third party or class, or you.
- d. Someone makes a claim on funds in your Account, and we think their claim is potentially legitimate. If this claim is not resolved in a reasonable amount of time, we may, after a reasonable time and after giving you notice:
  - Pay the claim with the funds in your Account, or
  - Apply to an appropriate court of law to ask for guidance.

We may also hold funds in your Accounts while we investigate any of the above.

**Indemnity for holds.** You must indemnify, or reimburse, us for Losses we suffer because we put a hold on your Account. If we put a hold on your Accounts under the terms of this Agreement, we will not be responsible or liable for Losses.

**Chargebacks and returned Instruments.**

We may, at any time, charge your Account for an Instrument you deposited, whether it was returned or not, if in our opinion, we are not likely to receive payment, or if the payment arose from

fraud or forgery. If an Instrument is returned unpaid, we may reverse the credit (and interest paid on that credit).

**Stop payments.** If you want us to stop payment on an Instrument drawn on your Account, you must send us Instructions in writing. We cannot stop payment on an Instrument drawn on the bank or that the bank certified or if it has been presented for payment. We cannot reverse a stop payment request once we process it. We are not responsible or liable for following your Instructions or not following your stop payment Instructions, even if we are negligent.

**Mechanical signatures.** You must not use a signature created by stamp, machine, or computer (Mechanical Signature) for any Instrument related to your Accounts. If you do, we may accept a similar Mechanical Signature as your endorsement or signature for other Instruments (even if you did not actually authorize the Mechanical Signature). You are responsible to pay for Instruments we accept with your Mechanical Signature.

## 5. Joint Accounts

This section applies to each joint Account you have, except any term deposits and guaranteed investment certificates.

**Joint Instructions.** Unless you tell us in writing that all of you must give the following Instructions together (Joint Withdrawal Instructions), we may accept Instructions to do the following on the joint Account from any of the joint Account holders:

- Process withdrawals of funds, including overdraft;

- Honour cheques or other Instruments on the Account;
- Close the Account.

All joint Account holders must agree to:

- Any change to Joint Withdrawal Instructions;
- Open any new Account.

Even if you tell us in writing that all of you must give Joint Withdrawal Instructions, we may accept Instructions to do the following on the joint Account from any of you:

- Provide Statements of Account, confirmations and notices;
- Receive notice of errors or objections;
- Deposit a cheque or other Instrument payable to one or more of you;
- Accept deposits to the Account;
- Make administrative changes that do not withdraw funds from the Account, for instance change the mailing address or switch to electronic Statements of Account. If you make any of these changes, you agree to notify the other joint Account holders.

**Joint and several liability.** Each person who shares a joint Account under this Agreement is jointly and severally (solidarily if in Quebec) responsible for the liabilities and obligations set out in this Agreement (for example, if two of you have a joint Account together and it goes into overdraft, we may sue both of you or just one of you for the whole amount owed to us, no matter who created the overdraft). The death of a joint Account holder does not release the estate from the joint and several liability provided in this Agreement.

Any payment, notice or Statement of Account to just one of you will satisfy our obligations to all joint Account holders.

**For Accounts in all provinces except Quebec.** The funds in your Account and the interest it earns is your joint property with a right of survivorship. This means that if one of you dies, the funds in the Account will automatically become the property of the joint Account holders who are still alive (the survivors). If the Account holder who dies owes money to us, this is paid first. The survivors' rights and obligations under this Agreement will remain the same (including the right to continue to deal with the funds in the joint Account).

**For Accounts in Quebec.** Accounts in Quebec do not have a right of survivorship. After the death of one of the joint Account holders, your rights and obligations related to joint Accounts are set out in the Federal Laws of Canada and the laws of Quebec that apply to the survivors' rights and obligations.

## 6. Term deposits and GICs

This section only applies to term deposits or guaranteed investment certificates (GICs) you have with us but not to the term deposits or guaranteed investment certificates (GICs) that are part of your HSBC Bank Canada Retirement Savings Plan or HSBC Bank Canada Retirement Income Fund.

### **Definitions for this section:**

“**Deposit**” means a term deposit or GIC you make with us, including any renewal.

**“Confirmation”** means a confirmation we give you for each Deposit you make, including on renewal. This sets out the amount, term, Start Date, Maturity Date, interest rate, and other details of the Deposit.

**“Maturity Date”** means the date set forth in the Confirmation as the date upon which the Deposit matures.

**“Start Date”** means the date set forth in the Confirmation as the date upon which interest will begin to be calculated on the Deposit.

**Information about Confirmations.** The Confirmation is non-negotiable which means neither the Confirmation nor the Deposit can be transferred to someone else except as allowed in the terms and conditions we gave you for the Deposit. We may issue the Confirmation in writing or electronic form.

**Interest.** We do not compound interest on Deposits, unless we say we do either on the Confirmation or on the additional terms and conditions we gave you for the Deposit. We calculate interest daily, counting the Start Date, but not including the Maturity Date or the date you otherwise redeem (or withdraw) the Deposit.

**Automatic Renewal.** If the “Renewal Information” field in the Confirmation indicates automatic renewal, then we will and you instruct us to automatically renew a Deposit (all of principal and interest unless interest has already been paid to you) on the Maturity Date for the same term and type as the maturing Deposit without any further agreement from you, unless you change or cancel the automatic renewal Instructions after the Confirmation is issued (see below).

You may change your renewal Instructions including as to the principal amount and term for a Deposit on automatic renewal, or cancel the automatic renewal of the Deposit, by contacting us at any time but no later than two business days before the Maturity Date of the Deposit that is to automatically renew. The interest rate we apply to your renewed Deposit will be the fixed rate posted at [www.hsbc.ca](http://www.hsbc.ca) on the Start Date of the renewed Deposit for a deposit of the same term and type as the one in your Instructions. However, if there is no posted rate for the same term, the interest rate we apply to your renewed Deposit will be the rate posted at [www.hsbc.ca](http://www.hsbc.ca) on the Start Date of the renewed Deposit for a deposit of the closest shorter term.

At our discretion, we may apply to your Deposit a rate that is higher than the posted rate, such as a promotional or bonus rate that we offer on comparable deposits on the Start Date of the renewed Deposit. We will calculate, compound and pay interest on your renewed Deposit in the same way as we did for the recently maturing Deposit.

Interest will not accrue on a Deposit after the Maturity Date unless after its Maturity Date the Deposit has been automatically renewed or you invested in a new Deposit and you do not cancel the automatically renewed or new Deposit.

**Alternative Automatic Renewal.** If you cancel automatic renewal or we are not able to carry out your Instructions for any reason and we are not able to contact you, we may and you instruct us to invest all of the principal and interest on the Deposit in a new redeemable term deposit for a term of 30 days, to be automatically renewed at maturity for the same term, and the rate we apply to your renewed Deposit is the rate

posted at [www.hsbc.ca](http://www.hsbc.ca) on the Start Date of the renewed Deposit for a 30 day redeemable term deposit.

**Cancellation of Automatically Renewed Deposit.** You can cancel the automatically renewed Deposit within 15 business days of the day we renewed it. No charges will apply and no interest will be paid to you on such cancelled renewed Deposit.

**Payment.** If you redeem or withdraw the Deposit or if you told us to not automatically renew the Deposit on the Maturity Date, we may pay principal or interest on a Deposit in the following ways:

- Credit another of your Accounts;
- Send you a bank draft or a cheque to the address we have for you in our records;
- Invest in a new Deposit for an additional term in accordance with your Instructions;
- If no Instructions are provided or we are not able to carry out your Instructions for any reason and we are unable to contact you, invest the principal and interest on the Deposit in accordance with the “Alternative Automatic Renewal” section above.

If we pay you in any of these ways and in accordance with the Confirmation, we have no other obligations to you for the Deposit or accrued interest on the Deposit.

If a payment is due on a non-business day, the payment will be made on the following business day.

**Withdrawal prior to the Maturity Date – If you selected a redeemable Deposit.**

If you choose a redeemable Deposit when you purchase or renew a Deposit, you may withdraw

all or part of the Deposit before its Maturity Date. For a term deposit, if you withdraw all or part of it before the Maturity Date, we will not pay any interest on the amount withdrawn unless we say we do in the Confirmation.

For a redeemable GIC, if you withdraw all or part of it before the Maturity Date, the following conditions apply:

- If you withdraw it 89 days or fewer from the Start Date we will not pay any interest on the amount withdrawn; or
- If you withdraw it 90 days or more after the Start Date, we will pay interest at the interest rate that applies to the withdrawn amount, for the number of days between the Start Date and the date up to but not including the date you withdraw it.

We will pay interest at the interest rate stated in the Confirmation on any part of the Deposit not withdrawn before the Maturity Date.

**Withdrawal prior to the Maturity Date – If you selected a non-redeemable Deposit.**

If you choose a non-redeemable Deposit when you purchase or renew a Deposit, you cannot withdraw the Deposit until the Maturity Date.

If we allow you to withdraw the Deposit before the Maturity Date, we may not pay you interest, or if we have paid you interest we may deduct any such payment of interest from the Deposit at the time of the withdrawal.

**Transfer.** You may only transfer the Deposit to another person if the following conditions are met:

- You must ask for and obtain our written agreement to the transfer before it happens. If we agree, the transfer is subject to our rights

to apply the Deposit to pay debts or other obligations you owe us (the right of set-off) and any pre-existing security interests (or moveable hypothecs, if your Deposit is in Quebec) we may have;

- You must give us Instructions in writing, telling us who to transfer your Deposit to, and we must be satisfied with the Instructions; and
- The person you want to transfer the Deposit to must bring us the original Confirmation for the Deposit and such other information we may require in order to open an account for that person. A transfer is only effective after we record the transfer in the records of your Account. We do not owe that person interest or principal we paid to you before we recorded the transfer in our records.

**Redeeming Deposits if you die.** If you die, we must receive proof of your death and proof of the authority of your authorized representative. If we are satisfied with the proof, we may redeem your Deposits prior to any Maturity Date or follow Instructions from your authorized representative on how to handle the Deposits.

**Instructions for Jointly Held Deposits.** This section applies to each jointly held Deposit you have.

All joint Deposit holders must agree to do the following:

- First establish an automatic renewal of a Deposit;
- Purchase any new Deposit other than by automatic renewal.

We may accept Instructions to do the following on the jointly held Deposit from any one of you:

- Redeem (or withdraw) the Deposit prior to the Maturity Date;
- Make payment on the Maturity Date to just one of you and, if we do, this payment completely discharges our obligations for that Deposit;
- Provide statements of Account, Confirmations and notices;
- Receive notice of errors or objections;
- Add or withdraw funds from the Deposit;
- Make administrative changes, for instance change the mailing address, or switch to electronic Statements of Account. If you make any of these changes, you agree to notify the other joint Deposit holders;
- Change your renewal Instructions including as to the principal amount and term for Deposits on automatic renewal or cancel the automatic renewal of a Deposit.

## 7. Account and Service limits

**You will not exceed limits.** You must not withdraw, transfer, or pay from an Account an amount that goes over your Account balance or the authorized overdraft or line of credit limit. From time to time, at our discretion, we may allow you to overdraw an Account or go over your authorized overdraft or line of credit limit. If we honour an Instrument drawn on an Account or accept Instructions to debit an Account when there are insufficient funds on deposit, thus creating or increasing an overdraft on such Account, you must immediately pay us that overdraft amount plus interest, compounded monthly (which means interest on interest), at our posted interest rate for such overdrafts. We may stop allowing you to go over your authorized limit at any time, without telling you first. If we no longer allow you to go over your authorized limit,

we are not responsible or liable to you for Losses this causes you.

**Bank may charge Account and right to set-off.** If you owe us or another member of the HSBC Group amounts under a loan or any other obligation, we may:

- Withdraw funds from any Account;
- Set-off or compensate between your Accounts or another account you have with us or another member of the HSBC Group;
- Set-off or compensate against a joint Account, even if the other joint Account holder is not responsible for amounts you owe, and even if they deposited the funds in the joint Account;
- Create or increase an overdraft in any Account.

When we ask, you must immediately pay us overdraft amounts plus interest, compounded monthly (which means interest on interest) at our posted interest rate for such overdrafts. We can redeem a Deposit you have to pay some or all the overdraft, plus interest, that you owe us. You are responsible for any amount we charge, plus applicable fees.

**Collateral.** If you pledge any asset as security for any amounts you owe us (for example, a GIC that secures a line of credit), it will also secure amounts you owe us from using your Debit Card or other Service Channels. We can apply the security to pay the amount owing without giving you notice before we do this.

**Bank may set limits.** At any time, we may set or change dollar or other limits for the Service Channels and Accounts. We do not have to tell you before we do this. For example, we may limit the amount of cash you can deposit, withdraw or transfer from a particular Account in one day

using a particular Service Channel. If we set or change the limit, we will not be responsible or liable for Losses this causes you.

**Notice.** We may require you to give us seven days' notice before you make a deposit to, or a withdrawal, or transfer from an Account.

## 8. Giving Instructions

**Accepting Instructions.** We may accept Instructions, including Electronic Instructions, that you or your agent gives us, or that we reasonably believe you or your agent gives us. We do not have to confirm that you actually give us these Instructions, and you are responsible for them.

**Signatures.** If we need your signature on an Instruction, and we reasonably believe you signed it (or electronically signed it), then you will be responsible for the Instruction, even if you did not sign it.

**Electronic Instructions we do not accept.** We do not accept some types of Instructions and documents by Electronic Instruction. We may refuse Electronic Instructions, and this decision is entirely up to us.

**Indemnity for telephone, fax, and email Instructions.** If you give us Instructions by phone, fax, or email, you will be responsible and liable for Losses if we either did or did not act on the Instructions. You will also be responsible for Losses that come from someone taking legal action against us.

**Identity or authority.** We do not need to confirm the identity or authority of a person who uses your Debit Card or Secret Codes to make Transactions. We may decide to:

- Require proof that you have allowed someone to make a Transaction for you (including someone who says they have a power of attorney to make Transactions for you);
- Delay carrying out these Instructions or Transactions while we investigate or satisfy ourselves;
- Refuse to accept Instructions if we are not completely satisfied.

We are not responsible or liable for Losses that you suffer or a third party suffers because we, for any reason, do not follow Instructions or delayed in following Instructions, unless the Losses are caused only by our gross negligence or intentional misconduct.

## 9. Transfers from your Account (such as bill payments and wire transfers)

**Authorizing transfers.** You may provide Instructions through a Service Channel to transfer funds from your Account to someone else. Transfers such as bill payments or wire transfers can take two or more business days before the other party receives the funds.

**Bank not liable.** We are not responsible or liable for:

- Losses from the fault or negligence of the receiving bank (the other bank) or from delays caused by the receiving bank.
- A delay in processing Instructions to transfer funds because you gave us incomplete or inaccurate information.

**Reversing transfers.** Once you ask us to transfer funds, we may not be able to reverse it. If you ask us to reverse a transfer, we do not credit your Account with the funds until the

receiving bank returns the funds. We will deduct from the returned funds the charges from the receiving bank and our charges.

**Other charges.** The person receiving funds is responsible for the charges, taxes, duties, and tariffs the other bank or a government body requires, unless the law says otherwise. This applies whether the transfer is inside or outside Canada.

**Foreign currency Transactions.** For Transactions involving a currency different from the currency of your Account, we convert the funds to the currency of your Account at the exchange rate we set for that type of Transaction at the time we complete the Transaction and charge or credit your Account for the converted amount.

We may charge you fees and commissions related to currency exchange. The Personal Service Charges Statement of Disclosure brochure lists these charges (which may change from time to time).

The exchange rate at the time we complete the foreign currency Transaction may differ from the exchange rate at the time the Transaction started. If a foreign currency Transaction is reversed for any reason, you, not we, are responsible for Losses because of a difference in exchange rates. We may charge these Losses to your Account.

## 10. Debit Cards

**Application.** By accepting this Agreement, you also requested a Debit Card. If we replace a Debit Card, this Agreement also applies to the new Debit Card.

**Performing Transactions.** You may use your Debit Card and Secret Code to perform Transactions:

- Using an ATM or POS terminal or similar device,
- Using Online Banking or Mobile Banking or other electronic medium we allow.

**Bank property.** Debit Cards and Secret Codes are our property. We may cancel or stop them from being used at any time without telling you first.

## 11. Security and confidentiality of Debit Card and Secret Codes

Only you will use your Debit Card and Secret Codes. No one else is allowed to use them. You will:

- Take reasonable care to keep them confidential and secret, and to prevent anyone else from using them. You must not reveal your Secret Code to anyone;
- Not use a Secret Code that is easy to guess such as based on the number on your Debit Card, the name, birthdate, telephone number, address of yourself or a close relative;
- Memorize all your Secret Codes; and
- Keep any record of your Secret Codes separate from your Debit Card or other Account information, so no one will be able to find or steal them.

## 12. Lost or stolen Debit Cards and Secret Codes

If you know or suspect that anyone knows your Secret Codes, or if your Debit Card is lost, stolen, or misused, you will tell us as soon as possible by:

- Contacting any of our branches, or
- Phoning the numbers we gave you. The current telephone numbers are:

When in Canada:

1-888-310-HSBC (4722)

When in the U.S.:

1-800-291-3888

When outside Canada or the U.S.:

604-525-HSBC (4722)

**Premier Customers – Canada or the U.S.:**

1-866-233-3838 or collect at 1-604-216-8800  
for anywhere else in the world

### 13. Liability—ATM and POS Losses

This section applies only to Losses resulting from using an ATM or POS terminal (together or separately called "**ATM Losses**").

You will be responsible and liable for ATM Losses in the following cases:

- If your Debit Card or Secret Code is used at an ATM or POS terminal and you are not the victim of force, intimidation or theft. This includes an entry error or depositing a fraudulent, worthless, or dishonoured Instrument.
- If you unintentionally contribute to the unauthorized use of your Debit Card or Secret Code, and you do not fully co-operate with the investigation into the problem.
- If you contribute to the unauthorized use of your Debit Card or Secret Code.

We consider that you have contributed to the unauthorized use if you:

- Voluntarily tell your Secret Code to someone, write it on or near your Debit Card, or keep a

poorly disguised written record of it on or near your Debit Card;

- Fail to let us know within a reasonable time that your Debit Card has been lost or stolen, or that you suspect that someone else knows your Secret Code; or
- Select a Secret Code based on the number on your Debit Card, the name, birth date, telephone number, or address of you or a close relative.

You will not be responsible for ATM Losses resulting from circumstances beyond your control, including these three cases:

- a. ATM Losses which result from unauthorized use of a Debit Card or a Secret Code after:
  - You notify us that your Debit Card has been lost or stolen,
  - You notify us that you suspect someone else knows the Secret Code, or
  - You cancel your Debit Card.
- b. ATM Losses from unauthorized use of your Debit Card or Secret Code where you have unintentionally contributed to this unauthorized use, as long as you fully co-operate in the investigation in the unauthorized use.
- c. ATM Losses from our errors, technical problems, or system malfunctions.

**Amount of your liability for ATM Losses.**

The maximum amount of your liability for ATM Losses that occur each day is the same as the daily withdrawal limit we set on your Account. This maximum amount can be more than your Account's balance if the Account has a line of credit or overdraft protection or is linked with other Accounts. It can also be more than your

Account's balance if a Transaction is based on a fraudulent or worthless deposit at an ATM or POS terminal.

## 14. Liability for other Losses

In this section, other Losses means Losses related to an Account, Service or Service Channel other than ATM Losses. This section applies to all other Losses that occur. This section does not lessen the other liability clauses of this Agreement.

**Debit Cards and Secret Codes.** You are responsible or liable for other Losses from authorized or unauthorized use of a Debit Card, Secret Code, or Service. You are not responsible or liable for other Losses that occur after you notify us that:

- Your Debit Card is lost or stolen,
- You suspect that someone else might know your Secret Code, or
- There is unauthorized use of an Account or Service Channel.

**General release of liability of bank.** You agree that we will NOT be responsible or liable and that you release us from all liabilities, claims, and Losses related to this Agreement, an Account, Service or Service Channel unless the liabilities, claims or Losses were caused only by our gross negligence or intentional misconduct.

We will not, under any circumstances (even if we are negligent), be responsible or liable for Losses that are indirect, consequential, special, aggravated, punitive, or exemplary, regardless of the basis for the claim.

Even if we are negligent, we will not be responsible or liable to you for Losses related to:

- Fraud or unauthorized Account activity by you;
- An act or failure to act based on information or direction we provide to you;
- System malfunction, interruption, or unavailability of an Account, Service or Service Channel;
- Delay, failure, or error in implementing or executing Instructions; or
- Improper, inaccurate, or incomplete Instructions or information you give us.

**Responsibility for events beyond our reasonable control.** We are not responsible or liable for delays or failures to meet our obligations under this Agreement if the delay or failure results from an act of God, strike, lockout or labour disruption, war, riot, civil commotion, fire, flood, loss of power, computer hardware or software malfunction, or other event beyond our reasonable control.

## 15. Refused Transactions

We may reverse or refuse to complete a Transaction if:

- We cannot process it or complete it for a cause beyond our reasonable control.
- It is a payment that is not processed or accepted.
- A Service Channel does not work properly or is unavailable.
- It involves an Account that we consider inactive.
- It exceeds your balance or limit for the applicable Account, Service or Service Channel or it is not allowed under the terms of that Account or Service Channel.
- It involves cash.

- The refusal or reversal relates to Financial Crime Risk Management Activity.
- It violates any provision in any other agreement you have with us.
- Completion of it could violate any policies or procedures or any Laws, rule, standard or guideline of any Authorities.
- We do not have enough evidence that someone acting for you in a Transaction has authority to do so.

## 16. We may change or end the Services

From time to time, we may change (including adding to or ending) the Accounts, Services or Services Channels without telling you first. A change to a Service or Service Channel may include the procedures, hours of operation, Secret Code requirements or other attributes of the Service or Service Channel. If we make changes, we will not be responsible or liable to you for Losses this causes you. If the Service or Service Channel does not work properly or is unavailable, we are also not responsible or liable to you for Losses this causes you, unless elsewhere in this Agreement we say we are.

## 17. We may change this Agreement

Without telling you first, and from time to time, we may change this Agreement. Any change to this Agreement takes effect 30 days after the change is published on our website at [www.hsbc.ca](http://www.hsbc.ca) (the “**Effective Date**”). If you wish, you can get a copy of the revised Agreement at one of our branches. If you use a Service Channel or Account after the Effective Date of a change to this Agreement, it means that you agree to the change.

If we decide to tell you about a change to the Agreement, we may do so in one of these ways:

- a. By displaying a sign at our branches, ATMs, or other locations we choose for 30 days before the Effective Date;
- b. By mailing you a copy of the revised Agreement;
- c. By writing on your Statement of Account that the Agreement has changed; or
- d. By sending you an e-mail or other electronic notice, as well as posting a copy of the revised Agreement on our website for 30 days before the Effective Date.

## 18. Resolving complaints

### **Problems you might have with the Bank.**

If you have a complaint with us about your Account or your use of a Debit Card or Service Channel, we will acknowledge a complaint made in person, by telephone, or in writing. You can get a brochure at our branch or online about resolving complaints with us. If the complaint you have with us involves a Debit Card, we will not unreasonably stop you from using the funds that are involved in the complaint.

You must not sue us about a complaint relating to this Agreement or the use of your Accounts or Service Channels until after you tell us in writing about the complaint and allow us 21 days to resolve it. A legal process you start before 21 days of our receiving your written complaint is invalid or null.

### **Disagreements you might have with others.**

You must settle disagreements directly with the person or business you buy something from or send funds to (for example, when you pay bills,

late fees, or interest). We are not responsible for problems or payments you have with these people or businesses.

## 19. Cancelling this Agreement or a Service Channel and survival of some parts of the Agreement

**Survival.** If this Agreement is cancelled or terminated, or if we withdraw Services or Service Channels, the terms of this Agreement shall continue. In particular, the terms that determine responsibility and liability, resolving complaints between you and us and the consents relating to Customer Information will continue to apply. For example:

- We may still use the Personal Information you have given us.
- We may use our right of set-off for amounts you owe.
- You or the bank may use and rely on this Agreement to resolve a disagreement between you and us.

**Cancellation by us (HSBC).** Without telling you first, we may stop your right to use Accounts, Services or Service Channels at any time. If we do:

- We will not be responsible or liable to you for Losses this causes you, unless caused only by our gross negligence or intentional misconduct.
- As soon as we ask, you must immediately give us back all of our property (such as Debit Cards).

**Cancellation by you (customer).** You may cancel overdraft protection or a line of credit at any time by telling us in writing. We will then cancel the overdraft protection or the line of

credit once you pay us the principal, interest, and applicable fees.

## 20. Your agreement to keep copies of regulatory information sent electronically

You must keep copies of the information we send to you electronically. We only keep this information and make it available to you according to our record retention policy.

## 21. Customer Information consent

This section explains how we collect, use, process, transfer and disclose your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group can collect, use, process, transfer and disclose Customer Information according to this section.

**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, or
- From other sources (including from publically available information).

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

**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, or effect transactions and provide other products and services you request or authorise;
- b. Meeting Compliance Obligations;
- c. Conducting Financial Crime Risk Management Activity;
- 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 with your optional consent, marketing or promotion; and
- 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.

**Sharing.** By using the Services, you agree 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 industry databases (which may share information with others);
  - g. Third party fund managers who provide you with asset management services;
  - h. A broker we introduce or refer you to;
  - i. Insurers, where permitted by law, loyalty program providers and other providers of optional products and services available to you; and
  - 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.

**We may record our dealings.** You consent to us recording any telephone conversation or electronic communication you have with us, and for us to use these records for the following purposes:

- To have a record of Instructions provided and information exchanged,
- To provide the Services you request or authorize, and
- To monitor service levels.

**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 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 Agreement; and
- 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); or
- 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; or
- 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.

**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.

**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; and
- e. Any combination of 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, or
- 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 Losses (however it arose) caused or partially caused by our Financial Crime Risk Management Activity.

**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 may be of interest to you.

You may at any time refuse or withdraw your consent to the above 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 tax reporting.** 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.

**Conflict.** If there is a conflict or inconsistency between the Customer Information consent in this Agreement and the consent in other services, products, business relationships, Accounts, or agreements between you and us, this Agreement prevails. If you give us consents, authorizations, 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.

### **More information about HSBC policies**

**and access.** You can read our Privacy Code to get more information about privacy policies of HSBC Bank Canada and its subsidiaries in Canada. Visit [www.hsbc.ca/privacy](http://www.hsbc.ca/privacy) or ask for a copy of our Privacy Code and Privacy Essentials at your branch. You can access the Personal Information we have about you, or correct it, by contacting us.

## 22. Tax compliance

You are solely responsible for understanding and complying with your tax obligations related to using your 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, or
- 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.

## 23. Tax status

This section applies to each Account holder separately. Unless you have told us the following information is incorrect or it does not apply to you, the following statements apply:

- You warrant that you are a Canadian resident for tax purposes and you gave us accurate information regarding your residency and citizenship, including warranting that you are not considered to be a U.S. Person\*\* under the Substantial Presence Test formula.
- If you become a non-resident of Canada for tax purposes, you will notify us within 30 days and tell us your new country of residence for tax purposes.
- By opening this Account, and by signing the Account Opening Signature Card, you certify that you are not a U.S. Person\*\* for the purposes of U.S. Federal income tax and that you are not acting for, or on behalf of, a U.S. Person. A false statement or misrepresenting tax status by a U.S. Person could lead to penalties under U.S. law. If your tax status changes or you become a U.S. citizen or a U.S. resident for tax purposes, you must notify us within 30 days and complete additional forms as required. If you are a U.S. Person, you must complete an IRS Form W-9, or similar documentation as required.

\*\* A U.S. Person includes a:

- U.S. citizen
- U.S. resident including a “green card” holder or someone who is substantially present in the U.S. based on the following Substantial Presence Test formula:
  1. Physically present in the U.S. for at least 31 days during the current calendar year, and

2. Physically present in the U.S. for at least 183 days during the 3 year period that includes the current calendar year and the 2 years immediately preceding, counting:
    - a. All of the days the individual was present in the U.S. in the current year, and
    - b.  $\frac{1}{3}$  of the days the individual was present in the U.S. in the 1st year before the current year, and
    - c.  $\frac{1}{6}$  of the days the individual was present in the U.S. in the 2nd year before the current year
- U.S. Corporation
  - U.S. Partnership
  - U.S. Trust

**Notes:**

A Corporation or partnership formed or organized in the U.S. is generally a U.S. Corporation or U.S. Partnership.

A trust is generally considered a U.S. Trust if (i) a U.S. court is able to exercise primary supervision over the administration of the trust and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust.

A limited liability company (LLC) may be treated as a corporation, partnership or disregarded entity under relevant IRS regulations.

You are aware that you should talk to your tax advisor if you have questions about your U.S. or non-U.S. tax status or this section of the Agreement.

## 24. General terms

**Notices we send to you.** We may send you notices and all other documents required under this Agreement electronically or by any method we choose, unless we are required by law to communicate with you in another way.

We may consider you to have received the notice on the earliest of:

- The time the notice is actually received by you;
- The time the notice is posted through Online Banking;
- The time the notice is deemed to be received by you in law; or
- 5 days after sending the notice to you.

You must notify us promptly and, in any event, within 30 days of changes in your mailing address, fax number, or email address.

**Severability.** If some or all of the terms in this Agreement 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 this Agreement in that jurisdiction.

**We do not waive rights.** We may exercise some, all, or none of our rights including remedies or powers, under this Agreement or our rights under the law or in equity. If we choose not to exercise some or all of our rights right now, we are not giving up those rights. We may still exercise those rights later.

**Governing law.** The laws of Canada and the Province where your Account's branch is located apply to this Agreement and the use of your Accounts, the Services and the Service Channels. You agree to attorn to and be bound

by the courts of that province and, if permitted by law, you agree that all disagreements that cannot be resolved between you and the bank will be determined at trial or hearing by judge alone, without jury.

**Choice of language.** The language we normally use to communicate with you is the version of this Agreement (either French or English) that governs the interpretation of the terms of this Agreement.

You and the bank have requested this Agreement and related documents in English. *La Banque et le Client ont expressément demandé que la présente convention et tous les documents y afférent, y compris tous les avis, soient rédigés en anglais.*

## 25. Definitions in this Agreement

The following terms used in this Agreement mean:

**“Account”** means each personal credit account or deposit account you have with us, either by yourself or jointly with other individuals. This may include a loan, term deposit and guaranteed investment certificate, but excludes an HSBC Mastercard® for all sections except section 21 entitled “Customer Information consent.”

**“ATM”** means automated teller machine.

**“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 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.

**“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 may exercise 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.

**“Debit Card”** means each bank card, debit card, or other kind of card that we issue to you (but not your HSBC Mastercard® credit card) so we may identify you and that you may use to authorize Transactions on your Accounts. This definition includes any part of the Debit Card number.

**“Electronic Instruction”** means an Instruction that you give to us by electronic means (for example, by telephone, personal computer, Online Banking, fax, mobile device or other kind of telecommunication or electronic transmission).

**“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.

**“Instructions”** means information we receive from you or your agent (or that we reasonably believe comes from you or your agent) related to a Transaction. We may receive the information through an instruction, an agreement, or a document.

**“Instrument”** means a cheque, draft, bill of exchange, promissory note, money order, and other forms of payment instructions including electronic forms such as electronic debit or credit instructions.

**“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 a member of the HSBC Group.

**“Losses”** means claims, charges, costs (including legal fees on a solicitor and client basis or other professional costs), damages, debts, expenses, taxes, liabilities, and other payments or losses of any kind (for example currency or exchange loss), obligations, allegations, suits, actions, demands, causes of action, proceedings, or judgments of any kind however calculated or caused. These losses can also be direct or indirect, consequential, incidental, or economic.

**“Mobile Banking”** means using your mobile device to access our Online Banking to get Account information and give Instructions on your Accounts.

**“Online Banking”** means our internet banking service that you access using a Secret Code. You may use this service to get Account information and give Instructions to us about your Accounts.

**“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).

**“POS”** means Point of Sale.

**“Secret Code”** means each of your secret access codes (a combination of letters, numbers, or both that confirms your identity) that allow you to access your Accounts and authorize Transactions or use a particular Service. Examples of these codes are your PIN (personal identification number for your Debit Card), TelePIN (personal identification number for Telephone Banking), Online Banking Password

(access code for Online Banking and Mobile Banking), and Security Device Code (code displayed on a security device we gave you for your confidential use).

**“Service Channel”** means any ways by which we offer Service to you such as:

- Banking at our branches;
- Telephone Banking or other services offered through our call centres;
- Using a Debit Card at an ATM or POS terminal which we approve for use with your Debit Card;
- Online Banking;
- Mobile Banking;
- Receiving Electronic Instructions from you; and
- Other ways we develop to allow you to use your Debit Card or Secret Codes, such as stored value cards (or similar methods when available).

**“Services”** includes:

- Evaluating your application for and assessing our willingness to provide you with products and services, opening, maintaining and closing your Accounts;
- Providing you with products and services, and assessing credit and eligibility; and
- Maintaining our relationship with you.

**“Statement of Account”** means a record of account information we prepare that shows you Transactions for your Account for a given period. Some examples of a Statement of Account are bank statements, passbook updates, a summary of accounts you can access when using Online Banking, Telephone Banking or an ATM, a statement we print, email, fax to you upon your request, or a statement that combines information for more than one of your Accounts.

**“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.

**“Telephone Banking”** means our telephone banking service that you access using your Secret Code and that you use to get Account information and give us Instructions about your Accounts.

**“Transaction”** means a transfer or exchange of funds using a Service Channel or based on an Instruction. This includes logging onto Online Banking with no other Account activity, as well as requests for information about Accounts.

**“Us,” “we,” “our,”** 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,” “yours,”** and **“customer”** mean each customer who holds, or has applied for, an Account or Services, or received Services. This includes his or her heirs, executors, administrators, successors, and permitted assigns (someone to

whom you transfer the rights or benefits of your Account). It also includes each person who holds an Account jointly.

Words in this Agreement that are singular include the plural. Words that are plural include the singular. Both of these things are true, unless the context requires otherwise.



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