



## Terms and Conditions

Between HSBC Bank Canada (referred to as “we”, “us”, “our”) and the HSBC Jade client (“you”).

### A. General Terms and Conditions

- 1) These terms and conditions (the “Terms”) govern your participation in HSBC Jade.

### Benefits

- 2) HSBC Jade is available from HSBC Bank Canada and its subsidiaries HSBC Investment Funds (Canada) Inc., HSBC Private Wealth Services (Canada) Inc., and HSBC InvestDirect, a division of HSBC Securities (Canada) Inc. (together “HSBC”) to you and is an enhancement of your HSBC Premier service.
- 3) Except as otherwise referred to in these Terms, your HSBC Premier Bank Account will continue to be governed by your existing HSBC Premier Bank Account Terms and Conditions and the charges will be the charges applicable to that account.
- 4) As an HSBC Jade client you have access to benefits and privileges with HSBC, including access to selected third party suppliers of lifestyle services (the “Jade Benefits”). Details of the Jade Benefits are available on request from your dedicated Relationship Manager. We may change, add to or withdraw any of the Jade Benefits from time to time and we will notify you as indicated in paragraph 8) below.
- 5) The terms and conditions and the eligibility requirements which will apply to the Jade Benefits will be set out or referred to in the details relating to each product or service.
- 6) Lifestyle services will be delivered by carefully selected third party suppliers of lifestyle services (“Lifestyle Partners”). You will be required to agree to the terms and conditions available from those Lifestyle Partners before utilizing their lifestyle services. HSBC is not responsible for the delivery of the lifestyle services or for any failure on the part of the Lifestyle Partners in the delivery or non-delivery of their services.
- 7) HSBC may offer HSBC Jade clients preferential fees and charges and beneficial terms and rates on products and services. Information about these fees, charges, terms and rates is available in the HSBC Bank Canada Personal Service Charges Statement of Disclosure or the applicable product or service terms and conditions. HSBC may change these fees, charges, terms and rates from time to time and we will give you such notice as is required by the terms and conditions applicable to the products and services or which is legally required. Details are also available on request from your dedicated Relationship Manager.
- 8) We may make changes from time to time to the availability, the types or features of the Jade Benefits. If we withdraw or change a product or service that we provide, we will notify you, in accordance with the applicable terms and conditions.

### Eligibility for HSBC Jade

- 9) Participation in HSBC Jade is available to holders of an HSBC Premier Bank Account who prior to and at the time of becoming HSBC Jade clients:
  - a. hold a Total Relationship Balance with HSBC in Canada equal to at least CAD\$1,000,000 (One million Canadian dollars), referred to as a “Qualifying Balance”; or
  - b. hold a Total Relationship Balance with HSBC in Canada equal to at least CAD\$500,000 (Five hundred thousand Canadian dollars), referred to as a “Reduced Balance”, and hold, alone and jointly with others, personal HSBC Bank Canada residential mortgages in the aggregate original amount of \$1,500,000 or greater, together referred to as “Qualifying Mortgage”.

Except as modified in paragraph 10) below, Total Relationship Balance is calculated as described in the HSBC Bank Canada Personal Service Charges Statement of Disclosure available at any HSBC Bank Canada branch or online at [hsbc.ca](http://hsbc.ca). It includes balances and investments you hold individually and jointly with others and excludes balances and investments held individually by people with whom you have joint accounts. Cash and investments you hold with HSBC Holdings plc and its subsidiaries and affiliates in other countries and any cash and investments you hold with HSBC as trustee are excluded from the calculation of Qualifying Balance and Reduced Balance.

- 10) Your participation in HSBC Jade is personal to you. However, you may qualify for participation either individually or together with your Spouse (the person you are legally married to or have been living with for over a year and present publicly as your spouse). To qualify together with your Spouse, your Spouse must be an HSBC Premier Bank Account holder. If you qualify together with your Spouse, when calculating:
  - a. Qualifying Balance and Reduced Balance, we will add the Total Relationship Balance your Spouse has with HSBC in Canada to your Relationship Balance with HSBC in Canada, however any balances and investments you hold jointly with your Spouse will only be counted once towards the Qualifying Balance and Reduced Balance.
  - b. Qualifying Mortgage, we will add the original amount of any personal HSBC Bank Canada residential mortgages your Spouse holds with us to the original amount of your personal HSBC Bank Canada residential mortgages, however any mortgage you hold jointly with your Spouse will only be counted once towards the Qualifying Mortgage.

### **Becoming and remaining an HSBC Jade Client**

- 11) If you meet the eligibility criteria at paragraph 9) above, we may invite you to become an HSBC Jade client. If you accept this invitation and still meet the eligibility criteria at the time we process your acceptance, you will be permitted to be an HSBC Jade client provided that you continue to be eligible under these terms. In addition, if you do not qualify for participation in HSBC Jade as an individual and qualify together with your Spouse, you will be permitted to be an HSBC Jade client only if your Spouse also accepts the invitation to become an HSBC Jade client and together you and your Spouse continue to remain eligible under these terms. Both you and your Spouse must expressly consent to us sharing aggregated information with the other about your respective account balances, investments and mortgage amounts.
- 12) Your eligibility to be an HSBC Jade client will continue while you continue to hold a Qualifying Balance or a combination of a Reduced Balance and a Qualifying Mortgage on the last day of each calendar month. Your eligibility to be an HSBC Jade client and to enjoy the Jade Benefits may expire or be terminated in accordance with the terms of paragraphs 13), 16), 18) and 19) below.
- 13) We will review the balances, investments and mortgages you and your Spouse, if you qualified together with your Spouse, have with us on the last day of each calendar month to determine if you continue to hold a Qualifying Balance or a combination of a Reduced Balance and a Qualifying Mortgage. If we determine that you no longer hold a Qualifying Balance or a combination of a Reduced Balance and a Qualifying Mortgage, your eligibility to be an HSBC Jade client will expire at the end of a period of 12 months from the day we first make that determination.
- 14) We will notify you in good time that you no longer hold a Qualifying Balance or a combination of a Reduced Balance and a Qualifying Mortgage and that your eligibility to be an HSBC Jade client is due to expire as above. We will, in any event, notify you prior to the expiry of your eligibility to be an HSBC Jade client if your eligibility has not been extended by then in accordance with paragraph 15).
- 15) If, before the expiry of your eligibility to be an HSBC Jade client you again hold a Qualifying Balance or a combination of a Reduced Balance and a Qualifying Mortgage on the last day of a calendar month then your right to participate in HSBC Jade will continue as above and will not expire on the date it was set to expire.

## Expiry or termination

- 16) You will no longer be permitted to be an HSBC Jade client if, for any reason, you no longer hold an HSBC Premier Bank Account and your eligibility will terminate immediately.
- 17) If you qualified for HSBC Jade together with your Spouse, you will no longer be permitted to be an HSBC Jade client, if, for any reason, your Spouse no longer holds an HSBC Premier Bank Account, withdraws from HSBC Jade, otherwise becomes ineligible for HSBC Jade or withdraws his or her consent to us sharing with you aggregated information about his or her account balances, investments and mortgage amounts. In these circumstances, prior to terminating your eligibility to be an HSBC Jade client, we may give you notice that you are no longer able to qualify for HSBC Jade together with your Spouse and that you may wish to qualify individually to continue as HSBC Jade client. If on the last day of the calendar month in which you no longer qualify for HSBC Jade together with your Spouse you individually hold a Qualifying Balance or a combination of Reduced Balance and Qualifying Mortgage, your right to participate in HSBC Jade will continue uninterrupted. All further reviews of your balances, investments and mortgages to determine continued eligibility will exclude the Total Relationship Balance your Spouse has with HSBC and the original amount of any personal HSBC Bank Canada residential mortgages your Spouse holds with us, other than the balances, investments and mortgages you hold jointly with your Spouse.
- 18) We may terminate your eligibility to be an HSBC Jade client or withdraw the availability of HSBC Jade:
  - a. at any time by giving you not less than 2 months' notice, or
  - b. immediately on giving notice if we reasonably consider that by you continuing to be an HSBC Jade client or by continuing the availability of HSBC Jade we may break any law, regulation, code, court order or other duty or may be acting contrary to a recommendation, requirement or decision of any court, ombudsman, regulator or similar authority or may be exposed to action or censure from any government, regulatory or law enforcement or taxation authority.
- 19) You may withdraw from HSBC Jade immediately upon giving notice to us by post or by email addressed to your dedicated Relationship Manager.
- 20) On the expiry and termination of or your withdrawal from HSBC Jade, you will continue as an HSBC Premier customer if you continue to hold your HSBC Premier Bank Account and to qualify for HSBC Premier in accordance with the eligibility criteria applying to it.
- 21) Should your right to be an HSBC Jade client come to an end either because you cease to meet the eligibility criteria, withdraw or because we terminate your eligibility to be an HSBC Jade client, you will no longer be eligible for the products, services and Jade Benefits which are available only to HSBC Jade clients. Each of these products and services which you are then using will either continue or be withdrawn according to the type of product or service and to the terms and conditions applicable to it. Any special terms or rates of charges or other benefits available only to HSBC Jade clients will no longer apply or be available to you either with immediate effect or after a period of notice according to the type of product or service and to the applicable terms and conditions. We will notify you of the position in respect of each product, service or benefit which is then being supplied to you or is then available to you to use. You may consult your dedicated Relationship Manager for more information about these arrangements before the expiry or termination of or your withdrawal from HSBC Jade or you may consult your HSBC Premier Relationship Manager after you have stopped being an HSBC Jade client if you still remain as an HSBC Premier customer.
- 22) Without telling you first, and from time to time, we may change these Terms. Any change to these Terms takes effect 30 days after we publish the change on [www.hsbc.ca/jade](http://www.hsbc.ca/jade). If we decide to tell you about a change to the Terms, we may do so by mailing you a copy of the revised Terms, by writing on your Statement of Account that the Terms have changed, or by sending you an email or other electronic notice.

## Complaints

- 23) If the provision of services by HSBC to you as an HSBC Jade client falls short of your expectations, please raise your concerns with your dedicated Relationship Manager or information on our feedback and complaints processes is provided in our Resolving Your Complaints brochure available online at [www.hsbc.ca/1/2/personal/customer-feedback](http://www.hsbc.ca/1/2/personal/customer-feedback) or at any HSBC Branch in Canada. Concerns about services made available by third party suppliers of lifestyle services available to you as an HSBC Jade client should be directed in the first instance to those third party suppliers, in accordance with their complaints procedures. If you are unable to resolve your concerns with those vendors, then please raise the matter with your dedicated Relationship Manager.

## B. The Collection, Use and Disclosure of Your Information

- 24) HSBC is committed to keeping your Customer information private. Your Customer information will continue to be used to provide you with financial and other products and services by HSBC and its affiliated companies and branches located worldwide.
- 25) If you qualified for HSBC Jade together with your Spouse, we will collect aggregated information about your account balances, investments and mortgage amounts and your Spouse's. We may send notifications to your Spouse when you no longer hold a Qualifying Balance or a combination of a Reduced Balance and a Qualifying Mortgage or when you close your HSBC Premier Bank Account, withdraw from HSBC Jade or are otherwise no longer eligible for HSBC Jade.
- 26) HSBC will continue to process your Customer information through your use of the HSBC Premier service. Full details of how your information is currently processed are available in your HSBC Personal Banking Agreement and our Privacy Code at [www.hsbc.ca/privacy/](http://www.hsbc.ca/privacy/).
- 27) By agreeing to be an HSBC Jade client, you agree that your Customer information will continue to be processed as set out in your HSBC Personal Banking Agreement and as described in these Terms.

## Collection of Your Information

- 28) HSBC may collect information about you through your banking relationship (as set out in your HSBC Premier Terms and Conditions).

HSBC may also collect information about you from the Lifestyle Partners and from anyone they ask to provide services to you, including:

- contact information that you provide to make bookings;
- information about enquiries that you make to the Lifestyle Partner, including enquires for which no booking is made (such as enquiries about recreation, property searches and management, and education);
- information about bookings that are made through the Lifestyle Partner, including event bookings, dining bookings, travel dates, travel destinations and hotel bookings;
- information about interests and preferences, including brands that you like and companies that you buy from; and
- details of your registration and preference and concierge service transactions, (service type, information related to your requested lifestyle services (event tickets, dining experience, sports & recreation), travel services (travel dates, destination, car rental), personal services referrals, club appointment), education services (school placement, education seminar), property services (property search, property management).

## Use of Your Information

- 29) HSBC will collect, use and disclose information about you and your use of HSBC Jade (including your use of the products and services of Lifestyle Partners) to:
- provide you with a broader range of investment, insurance, and banking products and services;
  - provide you with lifestyle services and allow you to benefit from the services of various Lifestyle Partners and other third party suppliers;
  - enable HSBC (including your relationship manager) to understand your needs and preferences based on your use of lifestyle services (including contacting you about products and services tailored to your needs); and
  - send you direct marketing and conduct marketing research, if you agree to it.

## Data Sharing

- 30) HSBC may share your Customer information with carefully selected third parties to support our processing of your information and provide the Jade Benefits.
- 31) HSBC and third parties who receive your information from HSBC may be located in countries where data protection laws do not provide the same standard of protection as they do in the country in which you live.
- 32) Should HSBC decide to replace one Lifestyle Partner (the "Outgoing Partner") with another Lifestyle Partner (the "Incoming Lifestyle Partner"), to facilitate a smooth transition from one to the other and reduce any inconvenience to you caused by the transition process, HSBC may require the Outgoing Lifestyle Partner to share information that it holds about you with the Incoming Lifestyle Partner. This information may be shared before you have activated your membership with the Incoming Lifestyle Partner. That information may also be delivered by the Outgoing Lifestyle Partner to the Incoming Lifestyle Partner through HSBC. Any such information will be shared in accordance with applicable laws and regulations.
- 33) For more information relating to data privacy and data sharing under these Terms, including HSBC contact information for privacy matters, please see our Privacy Code at [www.hsbc.ca/privacy/](http://www.hsbc.ca/privacy/).

## Your Responsibility

Being an HSBC Jade client gives you access to products and services from various third party suppliers, including Lifestyle Partners, which are not part of the HSBC group. These products and services will be provided to you under the third party supplier's terms and conditions. Please take the time to read the corresponding terms and conditions before entering into an agreement with any such third party supplier. HSBC does not accept any liability for your use of third party supplier products or services.

- 34) These third party suppliers may collect your personal information directly from you and through your use of their products and services. They collect, use and disclose your personal information in accordance with their own privacy policies. Please ensure that you review their privacy policies before using their products and services. Any reference to "HSBC's applicable terms and conditions and privacy statement" or "HSBC's privacy statement" or similar statements in a third party supplier's privacy statement or terms and conditions is a reference to these Terms.