

# **Terms and Conditions**

HSBC Private Client Services (PCS) (formerly known as HSBC Jade) is an enhancement of your HSBC Premier service provided by HSBC Bank Canada and our subsidiaries HSBC Investment Funds (Canada) Inc., HSBC Private Investment Counsel (Canada) Inc., and HSBC InvestDirect, a division of HSBC Securities (Canada) Inc. Together we're referred to as **HSBC**.

These terms and conditions (the **Terms**) govern your participation in HSBC PCS. Except as otherwise referred to in these Terms, your HSBC Premier fees, benefits and features set out in the HSBC Bank Canada Personal Service Charges Statement of Disclosure (**Service Charges Disclosure**) apply.

Capitalized words have the meaning used in the Service Charges Disclosure, unless otherwise defined or amended by these Terms.

#### **HSBC PCS Benefits**

- 1. As an HSBC PCS client you have the following benefits and privileges (the PCS Benefits):
  - a. access to lifestyle services of third party suppliers selected by HSBC (Lifestyle Partners). You will be required to agree to the terms and conditions of those Lifestyle Partners when you use their services.
    HSBC is not responsible for the services offered by the Lifestyle Partners.
  - b. HSBC PCS preferential fees, terms and rates on our products and services.
- 2. We may change, add or end any PCS Benefits including preferential fees, terms and rates from time to time. Details of the PCS Benefits are available from your Relationship Manager.

## **Eligibility for HSBC PCS**

- 3. To be eligible for HSBC PCS, you must:
  - a. maintain an HSBC Premier Chequing account,
  - b. have at least one of the following:
    - Total Relationship Balance of \$1,000,000 (CAD) or more; or
    - Total Relationship Balance of \$500,000 (CAD) or more and a Total Mortgage Amount of \$1,500,000 (CAD) or more.
- 4. We may change the HSBC PCS eligibility criteria by giving you:
  - a. 2 months' notice, or
  - b. notice effective immediately if we reasonably consider that offering PCS Benefits:
    - i. may be contrary to any law, regulation, code, order, recommendation, requirement or decision of any court, ombudsman, regulator; or,
    - ii. may expose HSBC to action or censure from any government, regulatory, law enforcement or taxation authority.

#### When HSBC PCS ends

5. If you no longer have an HSBC Premier Chequing account for any reason, you will be withdrawn from HSBC PCS.

1/3 1/3

- 6. We will review your Total Relationship Balance and Total Mortgage Amount at the end of each month. If you fall below the eligibility requirements in section 3(b) and this continues for 6 months, you will be withdrawn from HSBC PCS. We will notify you before we withdraw you from HSBC PCS under this section.
- 7. You may withdraw from HSBC PCS immediately upon giving notice to your Relationship Manager by mail or email.
- 8. If you withdraw or are withdrawn from HSBC PCS, you will no longer be entitled to any PCS Benefits including any preferential fees, terms or rates. Each product and service you have under a PCS Benefit will either continue or be withdrawn according to the terms and conditions applicable to that product or service. Your Relationship Manager can provide more information about how PCS Benefits will end.

## The collection, use and disclosure of your information

- 9. We're committed to keeping your information private. Your information will continue to be collected, used and shared to provide you with financial and other products and services by HSBC and its affiliated companies located worldwide, as set out in the HSBC Bank Canada Customer Information Consent.
- 10. We may collect information about you from the Lifestyle Partners, and from anyone they work with to provide services to you, including:
  - a. contact information that you provide to make bookings;
  - b. information about inquiries, bookings, transactions you make through Lifestyle Partners, including related to events, dining, travel, sports, recreation, personal services, education services, property services; and
  - c. information about your interests and preferences, including brands that you like and product and companies that you buy from.
- 11. We will collect, use and disclose information about you and your use of HSBC PCS (including your use of the products and services of Lifestyle Partners) to:
  - a. provide you with a broader range of investment, insurance, and banking products and services;
  - b. provide you with lifestyle services and allow you to benefit from the services of Lifestyle Partners and other third party suppliers;
  - c. enable us 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
  - d. send you direct marketing and conduct marketing research, if you agree to it.
- 12. We may share your information with third parties to support our processing of your information and provide the PCS Benefits. Some of our offices, as well as third parties who receive your information from us, may be located in countries where data protection laws don't provide the same standard of protection as the country where you live.
- 13. If we replace a current Lifestyle Partner with a new Lifestyle Partner, the current Lifestyle Partner may share information about you with the new Lifestyle Partner to facilitate the transition, and reduce any inconvenience to you. This information may be shared before you deal with the new Lifestyle Partner.
- 14. 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 <a href="https://hsbc.ca/privacy">hsbc.ca/privacy</a>.

1048355-E\_2022-12 2/3

### Your responsibility

- 15. Being an HSBC PCS 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 any third party supplier's terms and conditions before using them. We are not responsible for any liability for your use of third party supplier products or services.
- 16. These third party suppliers may collect, use and disclose your personal information directly from you and through your use of their products and services according to their own privacy policies. Please ensure you review their privacy policies before using their products and services.
- 17. Concerns about services offered by a third party supplier (including Lifestyle Partners) should be first directed to the third party supplier. If you're unable to resolve your concerns with the third party supplier, please raise the matter with your Relationship Manager.

#### Changes to these Terms

18. HSBC may change these Terms by posting updated Terms on <a href="https://hsbc.ca/pcs">hsbc.ca/pcs</a>. These changes take effect 30 days after we post the updated Terms. We may also notify you of these changes by mail, email (or other electronic notice), or on your account statement.

1048355-E\_2022-12 3/3