

## Electronic Access Agreement

This Agreement was last updated: November 20, 2017

**Please read this Agreement carefully before using online banking and wealth management services. It contains important information. In this Agreement, “we”, “us”, “our” and “bank” mean, together, HSBC Bank Canada and Affiliates. You can find a list of words we define in this Agreement at the end.**

### 1. Scope

This Agreement, as amended by us from time to time, governs your access to Online Banking. By clicking “Accept” and each time you access Online Banking, you acknowledge and confirm that you have read, understand and agree to be bound by the most current version of this Agreement. If you do not agree to all of the provisions of this Agreement, then you may not use Online Banking.

### 2. Other Agreements

This Agreement is in addition to and supplements any other agreements you have with us. If there is a conflict or inconsistency between this Agreement and any of those other agreements, then this Agreement will take priority and govern regarding your use of Online Banking and the other agreement will take priority and govern with respect to all other matters.

### 3. Changes to this Agreement

We may change this Agreement at any time by posting the revised Agreement on this Website. It is your responsibility to periodically check the version date of this Agreement (at the top of this Agreement) and review all changes to this Agreement since the previous version. If you do not agree to a change in this Agreement, you must immediately stop using Online Banking.

### 4. Changes to the Services or Online Banking

You understand that we may change any part or feature of the Services or Online Banking, without giving you notice.

### 5. Use

You must use your Online Banking Credentials to access Online Banking.

You must change your Online Banking Password regularly and not use any previously used password. You may not use an Online Banking Password that can be easily guessed by another person. For example, you may not include in your Online Banking Password any of the following:

- a. your name or initials, birth date, year of birth, telephone number or address or those of any close relative;
- b. a password, code or number that you use for any other service (e.g. social insurance number or PIN number used for any bank account); or
- c. sequential numbers or letters or any other combination of letters or numbers that can be easily guessed by another person.

Your Online Banking Credentials are for your use alone. You will keep your Online Banking Credentials secret and not reveal them to any other person, including a close family member, a friend, a government official or any of our staff. You will take all reasonable precautions to maintain the secrecy of your Online Banking Credentials, including ensuring that any information stored on any computer or other device that you use to access Online Banking is protected against unauthorized access by any other person.

You will not disclose your Online Banking Credentials to a consolidation or aggregation service to retrieve and provide information regarding Accounts, whether alone or consolidated with information regarding other financial accounts.

You will memorize your Online Banking Credentials (other than the Security Code) and you will not record your Online Banking Credentials anywhere. Some Internet browser applications permit a user to electronically store user names and passwords for easy future access to a website; you agree not to use that functionality to store your Online Banking Credentials.

If you use a biometric feature (such as Apple's Touch ID, Face ID or Samsung's Finger Scanner) on your Electronic Device to sign on to Online Banking, then you will not permit any other person to add any biometric feature to your Electronic Device, because doing so may permit them to access your Online Banking. You are responsible for ensuring that the biometric identifiers stored on your Electronic Device identify only you.

When you enter your Online Banking Credentials into your Electronic Device, you will take reasonable precautions to prevent other persons from seeing your Online Banking Credentials.

Once you have initiated an Online Banking session, you will not, under any circumstances, leave the Electronic Device you are using for the Online Banking session until you have terminated the Online Banking session and signed off Online Banking. You must sign off Online Banking at the end of each Online Banking session. You will implement any and all security measures available through the operating systems and Internet browser applications you use to access Online Banking, including clearing the browser application's cache (temporary storage location) and closing the browser application after each Online Banking session.

If you suspect that any of your Online Banking Credentials are, or may become, known to any other person or might otherwise be available for unauthorized use in connection with Online Banking, you will: (a) immediately change your Online Banking Credentials; and (b) immediately notify us by telephone at 1-877-621-8811 or through Online Banking and follow our instructions. Until you give that notice to us and we actually receive and process it, you will be fully responsible and liable for all authorized or unauthorized use of your Online Banking Credentials.

We may, at any time and without any notice to you, cancel or suspend your Online Banking Credentials, or require that you change your Online Banking Credentials.

## 6. Responsibility for losses

Subject to section 5, you are responsible for any losses that result from use of your Online Banking Credentials or your Electronic Device. In addition, you are responsible for any losses that result if:

- a. You make an entry error when using Online Banking;
- b. You claim that an Account or Service was accessed by someone else but you do not co-operate fully in an investigation by us or the authorities; or
- c. Someone else uses your Online Banking Credentials without your authority but your actions (or inaction) contribute to that unauthorized use.

You acknowledge that the amount of losses for which you may be held liable is not limited to your Account balance. If your Account has overdraft or similar protection, your liability is not limited to the amount of that overdraft or similar protection. If your Account is a credit card or loan, you acknowledge that you may be held responsible for losses in excess of your credit limit.

If you suspect someone is using your Online Banking Credentials or your Electronic Device without your authorization, you must notify us in accordance with Section 5 of this Agreement.

## 7. Instructions

You acknowledge that each Instruction that you provide to us is final. You agree that we may rely on your Instructions (including your electronic acceptance of this Agreement and other online agreements) as if you had provided us with a paper copy of them. You agree that you will be liable for the transactions that are conducted on your Instructions, and any losses that may arise from these transactions. You agree that we may maintain a record of your Instructions, and, if you provide Instructions by telephone, that we may record your voice or responses and you consent to such recording. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.

We are not required to confirm the identity or authority of any person using your Online Banking Credentials to give Instructions. We, in our discretion, may require proof at any time of the identity and authority of any person giving Instructions through Online Banking.

## 8. E-mail

Email sent over the Internet is not secure or confidential, and can be delayed, misdirected, intercepted, altered, misused and lost, and therefore we discourage the use of email to provide sensitive or confidential information or to provide instructions regarding Accounts. If you use email for those purposes, then you do so at your own risk.

## 9. Security and Signing Off

You acknowledge that the use of Online Banking presents inherent security risks. The online HSBC Security Centre, which is accessible by clicking on the "Security" link located at the bottom of each Website page and each Online Banking page, contains important information regarding your use of Online Banking, the Website and the security of your personal and financial information.

You confirm that you have read the information available on the HSBC Security Centre. You will periodically review the information available on the HSBC Security Centre because the information may be updated from time to time.

The Electronic Device you use may be vulnerable to viruses or online attacks that seek to intercept or alter information including sensitive information that you provide through the Internet. To reduce the chances of harm, you should take all reasonable precautions, including ensuring that any Electronic Device you use to access Online Banking has an up-to-date anti-virus program, anti-spyware program and a firewall. To prevent unauthorized access to your Accounts, you must sign off of Online Banking and close your browser.

You agree that you will not use Online Banking, the Automated Data or our Website for an illegal or improper purpose, or take steps that could have a negative impact on, interfere with, compromise, or alter the security, integrity or functioning of our systems or that could allow unauthorized access to our systems.

## 10. Other Uses of Online Banking Credentials for Online Applications

You understand that we may use your Online Banking Credentials in order to pre-populate your personal information for the purpose of completing an online application form on the Website.

## 11. Declining or Acting on Your Instructions

When using Online Banking, you agree that we may decline to act on an Instruction if we suspect that the Instructions are not from you, are inaccurate or unclear, have not been properly authorized by you, or are provided by you for some illegal or improper purpose. We will not be liable if we decline to act on an Instruction in these circumstances.

You also agree that:

- a. Your Instructions may be sent to an exchange or market without our prior review;
- b. All Instructions will be subject to the rules governing the exchanges or markets where the orders are executed (for example, requirements regarding the entry and trading of orders) and you will comply with these requirements;
- c. Instructions are subject to any additional requirements that we may impose from time to time, or
- d. We have the right to reject, change or remove any Instruction, or to cancel any trade resulting from your Instruction.

## 12. Merchant Disputes

If you pay bills using Online Banking, you must settle directly with the merchant any disputes or claims you may have. We have no responsibility for any problems or disputes with merchants, including if a merchant does not credit you for a bill payment, refund any amount to you, imposes any additional charges on you (such as late fees or interest penalties), or takes any other action.

## 13. Processing Payments and Transfers

You acknowledge that

- a. the processing of some transactions, such as bill payments or transfers of funds to third parties, may require two or more business days for completion, and
- b. we may not be able to stop or reverse a transaction made through Online Banking .

## 14. Fees

Your use of Online Banking and Services may be subject to service charges and fees, in accordance with the applicable agreement (including your Personal Banking Agreement and your HSBC MasterCard<sup>®1</sup> Cardholder Agreement) and associated disclosure documents. Such service charges and fees are subject to change from time

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to time by us, which changes we may communicate through Online Banking. You will pay all of those service charges and fees in accordance with the applicable agreement and associated disclosure documents.

#### 15. No Liability for Automated Data

We do not guarantee and do not have any liability arising from your use of Automated Data. Automated Data may be time delayed and may not reflect the current trading price of a security. Automated Data is not intended to be tax, financial, investment, accounting or legal advice or to recommend the purchase or sale of any security.

Automated Data is proprietary to the Information Providers or their licensors. You may only use Automated Data for your personal benefit and you may not reproduce, sell, distribute, circulate or commercially exploit Automated Data in any manner or furnish Automated Data to any other person without the express written consent of us and the relevant Information Providers. Our Information Providers may enforce the terms of this Agreement against you.

#### 16. Intellectual Property Rights

We, along with Information Providers and other persons, own all rights related to Online Banking and Online Content. We also own all rights (including copyright) related to the technologies, software, data and systems used to operate Online Banking. Our rights are protected by Canadian and international intellectual property and other laws. You will not acquire any right, title or interest in, to or associated with our intellectual property rights.

Nothing in this Agreement or on the Website will be construed as providing you with any right, title, and interest in or to any of our intellectual property rights, or to grant you any licenses, whether by implication or otherwise.

#### 17. Account Alerts

You may subscribe to various kinds of Account Alerts, which are optional. Account Alerts are for your convenience and information purposes only. An Account Alert is not a bank record or statement. We may from time to time change the kinds of Account Alerts that are available, including by adding new Account Alerts or by discontinuing existing Account Alerts, without prior notice to you.

Account Alerts will be sent to the text message number that you provide to us. You may change the text message number from time to time. You will ensure that the text message number is accurate and current.

We do not charge for Account Alerts, but your Internet service provider or mobile device carrier may charge standard rates and data charges.

Account Alerts are neither secure nor encrypted, may be intercepted, reviewed or altered by unauthorized persons, and can be read by any person you allow to view your text messages or notifications on your mobile device or on another computer or device. Account Alerts may partially mask your card and Account numbers, but other information (such as an Account balance) may be included and visible in Account Alerts.

Account Alerts may be delayed, not delivered or inaccurate due to various circumstances, including technical problems. We will not be responsible or liable for any damage, loss or liability that you or any person may suffer or incur as a result of your use or inability to use Account Alerts, any misuse, improper communication or disclosure of Account Alerts, or any delays or inaccuracies in Account Alerts.

#### 18. Mobile Cheque Deposit

- a. **Mobile Cheque Deposit Service:** Mobile Cheque Deposit ("MCD"), a feature of Online Banking, allows you to make deposits to your Account(s) by taking a picture of the front and back of cheques and other items ("Images") with an Electronic Device and delivering the Images and associated deposit information to us.
- b. **Appointment as Agent:** We appoint you, and you accept such appointment, as our agent to act on our behalf in the creation and transmission of Images to us. You agree that any Image that you create in this way will be treated for legal purposes as if HSBC had created the Image itself in accordance with the rules of the Canadian Payments Association ("CPA").
- c. **Hardware and Software:** In order to use MCD, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time.
- d. **Eligible items:** You may use MCD to deposit any of these original paper items issued by a financial institution located in Canada and payable in Canadian currency. Items must not be postdated or dated more than 6 months prior to the date of deposit:

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- 1) Cheques;
  - 2) Bank money orders;
  - 3) Bank drafts, and
  - 4) Certified cheques.

e. **Ineligible items:** You agree you will not image and deposit any of the following:

- 1) Items that you know have already been deposited or cashed;
- 2) Items payable to anyone other than the person or entity that owns the Account into which the item is being deposited;
- 3) Items which have been altered on the front, or which you know or suspect, or should know or suspect, are fraudulent;
- 4) Travellers cheques;
- 5) Convenience cheques, and
- 6) Items payable jointly, unless deposited into an Account in the name of all payees.

f. **Access to Funds:** The day of deposit will be considered to be the day we receive the Image in the province where your Account is located. Funds will be credited to your Account immediately upon receipt of the Image but availability and access to the funds will be subject to HSBC's Hold Policy and your access to funds limit.

g. **Transaction Times:** Deposits made after 6:00 p.m. (PST) will have a transaction date of the next business day. Saturday, Sunday and statutory holidays are not considered business days.

h. **Destruction of Transmitted Items:** After depositing an item through MCD, you agree to write the date and "Deposited" on the front of the item, and to destroy it after 30 calendar days of deposit.

i. **Deposit Limits.** We may establish limits on the dollar amount of items and/or number of items which can be deposited. These limits may change from time to time without prior notice to you. If you attempt to make a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to these terms and conditions, and we will not be obliged to allow such a deposit at other times.

j. **Receipt of Items.** We reserve the right to reject any item transmitted through MCD, at our discretion. The paying financial institution may return an item to us because, among other reasons, it determines that the item cannot be processed, is illegible, or is otherwise unacceptable. We are not responsible for Images that are corrupted or not fully received during transmission. We may charge back to your Account at any time, any item that we subsequently determine was not eligible for deposit. If the deposit amount does not match the amount on the Image, we may adjust your Account to reflect the amount on the Image. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our charge back or adjustment.

k. **Errors in Transmission.** By using MCD you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected item or information disclosed through such errors.

l. **Image Quality.** The Image transmitted to us using MCD must be legible, as determined in our sole discretion and include, among other things, clearly legible and unaltered magnetic ink character recognition ("MICR") information. The image quality of items must also comply with the requirements established from time to time by us, the CPA, or any other regulatory agency or association. You agree that we shall not be liable for any damages resulting from an item's poor image quality, including those related to rejection of or the delayed or improper crediting of such an item, or from any inaccurate information you supply regarding the item.

m. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through MCD in your possession and your records relating to such items and transmissions. If you do not comply with a request made pursuant to this section, then we can place a hold on or reverse any credit made to your Account in relation to the item, even if this creates an overdraft on your Account.

## 19. Disclaimers

You are solely responsible for: (a) obtaining, configuring and maintaining all computer hardware and other devices, software, and other equipment and services necessary for you to access and use Online Banking; (b) scanning for and preventing the receipt and transmission of viruses, malware, spyware and other destructive and disruptive components (including by using appropriate anti-virus and anti-malware programs and properly configured firewalls); and (c) maintaining a complete and current backup of all the information contained on your computer hardware and devices before accessing or using Online Banking.

## 20. Limitation of Liability:

Except as otherwise expressly set out in the applicable agreement governing Accounts, in no event and under no circumstances will we ever be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, and costs, under any theory of law, for an amount exceeding \$100 (CDN) or the amount you paid to us for the use of Online Banking, whichever is less, even if any negligence or other fault or wrongdoing is by us or anyone for whom we are responsible.

## 21. No Warranties

Except for explicit promises we make to you in another agreement in writing, we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of the Online Banking, Automated Data, Accounts and Services, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy.

Online Banking may:

- a. not meet your requirements;
- b. not be error free or provided on an uninterrupted or continuous basis;
- c. have delays, difficulties in use, defects, or incompatibilities with your use of the Services;
- d. have deficiencies which are not found or corrected, and
- e. together with communications from us, not be secure and may be susceptible to viruses, malicious code, unauthorized programs, disable code, or other harmful components.

## 22. Allocation of Risk and Liability and Exceptions

You acknowledge and agree that the allocation of risk and liability set out in this Agreement is fair and an essential part of the bargain between you and us, and is an inducement to us to permit you to use Online Banking.

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions, and those legislative limitations might apply to you.

## 23. Withdrawal of Access

We may terminate this Agreement or withdraw your access to Online Banking at any time, without notice to you, in which case this Agreement will continue to apply in respect of your past access. We will not be liable for any losses or inconvenience that result from our withdrawal of your access.

## 24. Governing Law

Except for residents of Quebec: (a) this Agreement is governed and interpreted in accordance with the laws of the province of British Columbia and the applicable laws of Canada; and (b) you agree to submit to and be bound by those laws and the courts of British Columbia in the event of any dispute relating to this Agreement.

For residents of Quebec: (a) this Agreement is governed and interpreted in accordance with the laws of the province of Quebec and the applicable laws of Canada; and (b) you agree to submit to and be bound by those laws and the courts of Quebec in the event of any dispute relating to this Agreement.

Any judgment we obtain will not affect your obligations under this Agreement.

## 25. General Provisions

This Agreement is binding on and will enure to the benefit of us, our successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives. You may not assign this Agreement or any of your rights and obligations under this Agreement without our express prior written

consent, which we may, in our discretion, withhold. We may assign this Agreement and our rights and obligations under this Agreement to any other person without your consent.

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 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.

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 us have requested this Agreement and related documents in English. Les parties aux présentes exigent que cette convention et tous les documents y afférents soit rédigés et signés en langue anglaise seulement.

## 26. Definitions

The following terms used in this Agreement mean:

**“Account”** means any account you have with us;

**“Account Alert”** means an automated message about an Account, Online Banking or related matter that we send to you by text message or any other form of electronic communication;

**“Affiliate”** means any of our subsidiaries or affiliates, including HSBC Investment Funds (Canada) Inc. and HSBC Securities (Canada) Inc., that provides you with services accessible through Online Banking;

**“Agreement”** means this HSBC Electronic Access Agreement;

**“Automated Data”** means any securities or market data (including securities valuations) available to you through Online Banking;

**“Electronic Device”** means any electronic device that we allow you to use to access Online Banking;

**“HSBC”** means HSBC Bank Canada;

**“HSBC MasterCard<sup>®2</sup> Cardholder Agreement”** means the agreement between you and us regarding your HSBC MasterCard;

**“Information Providers”** means us, or any other company or individual that provides, directly or indirectly, Automated Data;

**“Instruction”** means an instruction regarding an Account or any matter relating to Online Banking communicated to us through Online Banking;

**“Online Banking”** means our online banking and wealth management services, accessed using applicable Online Banking Credentials, including online access to Accounts, Account Alerts, Automated Data, HSBC Wealth Compass service, bill payments, Interac e-Transfer<sup>®3</sup>, general information relating to rates, and includes access through your Electronic Device;

**“Online Content”** means all information, data, documentation and other content accessible or available through Online Banking or the Website;

**“Online Banking Credentials”** means Username, Online Banking Password, Security Code, security or verification questions and answers, and other codes issued or approved by us that you may use to identify yourself and to use certain aspects or features of Online Banking;

**“Online Banking Password”** means the combination of numbers and letters you receive or select for your confidential use to identify yourself and to access Online Banking;

**“Personal Banking Agreement”** means the agreement between you and us that governs the general operation of certain Account(s);

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**“Security Code”** means a code generated and displayed either on a security device that we provide to you for your confidential use in connection with Online Banking or by Software installed on your Electronic Device, that you may use to identify yourself and to use certain aspects or features of Online Banking, such as accessing a particular Account;

**“Services”** means any product or service you can access through Online Banking;

**“Software”** means any software application (including an application for use on an electronic device downloadable through an online app store operated by a third party, such as Apple, Blackberry or Google) that we make available to you for use in connection with Online Banking;

**“Username”** means a unique reference that you use to identify yourself and to use certain aspects or features of Online Banking;

**“Website”** means any website operated by us through which you access Online Banking;

**“Website Use Agreement”** means the terms and conditions governing your use of the Website, a copy of which is accessible by clicking on the “Legal” link located at the bottom of each Website page; and

**“you”** and **“your”** means the person who requests access to or uses Online Banking and, in the case of a corporate entity, a person who by requesting access or using online banking, represents that they have, and continue to have, authority to do so.