

Personal Account General Terms and Conditions

HSBC Premier

HSBC 
The world's local bank

PLEASE NOTE:

Please carefully read the following terms and conditions, particularly those Terms and Conditions in bold. If you have any queries, please contact the bank staff of HSBC Bank (China) Company Limited.

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These Personal Account General Terms and Conditions apply to all Accounts and Services under HSBC Premier / Advance provided by the Bank and / or other members of the HSBC Group or third parties designated by them, as the Bank and/or such members shall determine from time to time. Each and all Accounts opened by the Customer with the Bank under HSBC Premier / Advance are also subject to the Bank's General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) as may be updated and revised from time to time. These Terms and Conditions and the Bank's General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) (as may be updated and revised from time to time) supplement each other and constitute the general terms and conditions applicable to personal account(s) opened with the Bank. The Bank's rights under these Terms and Conditions and under the General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) are cumulative. Particular types of Accounts and Services provided by the Bank are subject to specific terms and conditions, copies of such specific terms and conditions are available upon request from any branch of the Bank.

1. Definition and Interpretation

1.1

Terms and expressions used herein, unless the context otherwise requires, have the meanings set out in the Appendix attached hereto.

1.2

Unless the context otherwise requires, any reference in these Terms and Conditions to:

- (a) a "Clause" or "Appendix" shall be construed as a reference to a clause hereof or an appendix hereto;
- (b) these Terms and Conditions or any other agreement or document shall be construed as a reference to the same as amended, varied or supplemented from time to time;
- (c) a statute shall be construed as a reference to the same as amended or re-enacted from time to time.
- (d) the term "debt" shall be construed to refer to and include any and all sums payable howsoever arising, including without limitation, principal, interest, default interest, penalty, fees (including legal fees), charges, costs, expenses, losses and damages.

1.3

Headings of clauses herein are for ease of reference only.

2. Services and Accounts

2.1

The Customer may, subject to such procedures (including the supply of such documents) as the Bank and / or the other relevant HSBC Group members may specify from time to time, utilise any one or more of the Services or open any one or more Accounts at any time by issuing an Instruction in such form as may be acceptable to the Bank and / or the other relevant HSBC Group members.

2.2

Unless otherwise specified by the Bank, all Services are provided by, and all Accounts are maintained with, the Bank. Where any Services or Accounts are to be provided by or maintained with any third party (including but not limited to any other member of HSBC Group), the Customer may be required to accept specific terms and conditions and the provisions of any mandate(s) applicable thereto as required by the third party.

2.3

The Bank shall have the right to pay to the Customer any amount withdrawn from an Account by any one or more of the following methods at the Bank's sole discretion, namely:

- (a) by cash payment in the currency of the Account;
- (b) by issuing to the Customer a cheque drawn by the Bank on any bank payable in the currency of the Account;

(c) by cash payment in RMB, converted (if necessary) from the relevant foreign currency equivalent at the Bank's then prevailing buying rate.

2.4

Without prejudice to the generality of Clause 6 and Clause 7 hereof, the Bank and any and all other HSBC Group members reserve the right, at any time and from time to time with or without notice or cause, to cancel, withdraw, suspend, vary, change, add to, supplement or otherwise anyone or more of the Services.

2.5

Where an Account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the Account.

2.6

The Customer confirms that the Customer is acting as principal (rather than as agent) in relation to the Services and all Accounts.

3. Right of Lien and Set-off

3.1

Without prejudice and in addition to any general lien, right of set-off or other right by way of security which the Bank and other members of the HSBC Group may have on any account whatsoever, the Customer agrees that the Bank and other members of the HSBC Group may at any time and without prior notice:

(a) apply (even if such application requires breaking of any deposit before its maturity date) any monies held in any currency to the credit of any Account or any other account (opened or maintained with the Bank or any other member(s) of HSBC Group) in the name of the Customer solely or jointly with any other person (the "said monies") against any indebtedness of any type whether actual, contingent, present or future and whether owed by the Customer solely or jointly with any other person (the "said indebtedness", including any indebtedness of the Customer the right to which is assigned to the Bank pursuant to Clause 9.10 hereof); and/or

(b) refuse to repay when demanded or when the same falls due any of the said monies to the Customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said monies at that time.

3.2

The rights of the Bank and other members of the HSBC Group under Clause 3.1 shall not be affected by the Customer's death or legal incapacity.

4. HSBC Premier Card / Debit Card / Credit Card (if applicable)

4.1

The HSBC Premier Card / Debit Card / Credit Card are the property of the Bank or other members of the HSBC Group. **The Bank or any other member of the HSBC Group may suspend or withdraw, at its discretion, the HSBC Premier Card and/or any of the services thereby offered at any time without prior notice.**

4.2

The loss or theft of the HSBC Premier Card / Debit Card / Credit Card should be reported to the Bank or the other relevant members of the HSBC Group immediately and confirmed in writing as soon as possible. The Bank and other members of the HSBC Group may debit any Account with any cost incurred in issuing a replacement HSBC Premier Card / Debit Card / Credit Card.

5. HSBC Premier Emergency Services

5.1

HSBC Premier Emergency Services mean such emergency services offered to an HSBC Premier Customer from time to time the services of which are provided by the Bank, any other member(s) of the HSBC Group and/or MasterCard® International and its appointed agent / third party service provider and which may include emergency cash disbursement.

5.2

- (a) Where HSBC Premier Emergency Services are provided to the Customer, the Customer agrees to be bound by the terms and conditions upon which the services provided by MasterCard International under HSBC Premier Emergency Services are offered and provided.
- (b) The Customer agrees to the transfer and disclosure of any information which the Bank and / or other HSBC Group members may have from time to time relating to the Customer, HSBC Premier and the Accounts to MasterCard International (as the case may be), their respective agents and third party service providers for the purposes of providing HSBC Premier Emergency Services to the Customer.
- (c) The services provided under HSBC Premier Emergency Service are supplied by MasterCard International, its agents and third party service providers appointed by MasterCard International. **Accordingly, neither the Bank nor any other HSBC Group members shall be liable in any way for any actions, claims,**

loss, damage or liability of whatever nature arising out of any act or omission of MasterCard International or any of its agents or of such third party service providers or generally in relation to HSBC Premier Emergency Services.

5.3

The Bank and other HSBC Group member(s) may agree (though not obliged) to provide the HSBC Premier Customer or the HSBC Premier Customer's designated family member with cash in such amount as may be approved by the Bank and other HSBC Group member(s) in their sole discretion (the Bank will set the maximum amount from time to time), to help handle emergency situations. The Customer understands, accepts and agrees:

- (a) while the Bank or other HSBC Group member(s) (as the case may be) would use reasonable care to do identity verification, the Customer understands that this Service involves fraud risks, including without limitation, other person(s) may raise request for this Service in the name of the Customer, the person(s) taking the cash may not be the Customer or the Customer's designated family member. The Customer understands and agrees that such fraud risks are borne by the Customer instead of the Bank or any other HSBC Group member;
- (b) the Customer agrees that immediately upon any request for this Service (even if made out of fraud) being approved, the Bank or other HSBC Group

member(s) (as the case may be) shall be entitled to freeze the balance of the Customer's Account(s) with an amount equal to the amount of the so approved emergency cash until the Customer's full repayment of the same;

- (c) the Customer agrees that under this Service, the Bank or other HSBC Group member(s) (as the case may be) may arrange the cash to be delivered by a third party (such as MasterCard International);
- (d) the Customer agrees that the emergency cash provided by the Bank or other HSBC Group member(s) (as the case may be) under this Service (even if out of fraud) constitutes debt(s) owed by the Customer to the Bank or other HSBC Group member(s) (as the case may be), the Customer undertakes to repay such debt(s) to the Bank or other HSBC Group member(s) (as the case may be) and hereby authorizes the Bank and / or other HSBC Group member(s) to debit the Customer's Account(s) with the relevant sum(s). If the Customer's account balance(s) is not sufficient to repay such emergency cash and the Customer fails to effect full repayment within the time period as may be decided by the Bank or other HSBC Group member(s) (as the case may be) from time to time, the Bank or other HSBC Group member(s) (as the case may be) shall be entitled to seek full repayment from the Customer and to charge and collect such interest as the Bank or other HSBC Group member(s) (as the case may be) may decide in its sole discretion. If the Bank issues HSBC Premier credit card in the future, then the Bank shall have the right to account such debt(s) as part of

the Customer's debt(s) under such credit card and may effect interest calculation and collection in accordance with the terms and conditions applicable to such credit card as the Bank may issue and revise from time to time in the future;

(e) the Customer agrees that the Bank may impose and collect service charge (as the Bank may from time to time decide) on this Service; and

(f) The Customer agrees that the Bank or other HSBC Group member(s) (as the case may be) may accept instruction(s) and information made / provided by way of telephone, the acceptance of such instructions and information made / provided via telephone by the Bank or other HSBC Group member(s) (as the case may be) shall not be deemed as a breach of the account mandate (or similar documents) signed by the Customer.

6. Tiers and Charges

6.1

The Bank may allocate (but without any obligations to do so) a Tier to a Customer either at the request of the Customer or at the Bank's sole discretion. The Bank may at any time and from time to time vary or withdraw the Tier either at the request of the Customer or at the Bank's sole discretion. The allocation or withdrawal of a Tier to or from a Customer or the variation of a Tier so allocated, whether at the request of a Customer or at the Bank's sole discretion, will be made by reference to pre-designated criteria, subject always to the final decision of the Bank. These criteria are subject to changes at the Bank's decision. The most updated criteria and other details concerning the Tiers are available from the Bank upon request.

6.2

The Features which may be made available, and the fees and charges which may be imposed, by the Bank may vary by reference to the Tier and, within the same Tier, may vary by reference to whether the Customer continues to satisfy the prevailing criteria for that Tier. **The Bank is also entitled to vary the Features within each Tier at any time and from time to time.**

6.3

Each Tier may have a set of criteria and / or conditions that the Customer has to fulfill so as to maintain in that Tier and / or to enjoy the Features in that Tier. Each Feature may also have certain terms and conditions governing the Customer's use and enjoyment of that Feature. Without prejudice to Clauses 6.1 and 6.2, following

an allocation or variation of a Tier, it shall be the Customer's sole responsibility to ensure that all the prevailing criteria for maintaining that Tier and / or the terms and conditions for enjoying the Features in that Tier are fully satisfied and / or observed. The fulfillment of all prevailing criteria in respect of a Tier, or the failure to do so, by a Customer, however, will not in any way affect or prejudice the Bank's overriding right in allocating, varying or withdrawing a Tier.

6.4

Whether the Bank exercises its discretion to allocate, vary or withdraw a Tier, it will notify the Customer of the same using such means as it shall deem reasonable. All the Features that the Customer enjoys will automatically be granted, terminated or otherwise adjusted unless the Bank shall at its sole discretion decide otherwise and the Bank is not obliged to provide any further notice in connection therewith.

6.5

Following a variation of the Tier allocated to a Customer, the applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any Features terminated as a result of the variation of the Tier shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such Features have been fully repaid and satisfied. All applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any new or additional Features that the Customer shall enjoy as a result of the variation of the Tier shall immediately become binding

on the Customer.

6.6

The Bank cannot be held liable or responsible for any loss incurred by or inconvenience to a Customer as a result of any allocation or withdrawal of a Tier to or from a Customer or any variation of the Tier so allocated and this shall include, without limitation, any loss incurred by or inconvenience to a Customer as a result of any granting, termination or adjustment of any Features in connection therewith.

6.7

Any card or identification issued by the Bank to a Customer to reflect the Tier allocated to the Customer (if applicable) is to facilitate identification of the Customer's Tier only. The Bank's records shall be conclusive as to the Tier allocated to the Customer at any time except for manifest error.

6.8

The withdrawal of a Tier shall not in itself affect the use or operation of the Account(s) unless the Bank shall specify otherwise.

6.9

To keep the status of HSBC Premier, the Customer needs to maintain a combined monthly average balance (calculated on monthly basis) in all Accounts with the Bank equal to or above Premier minimum total relationship balance as determined

by the Bank from time to time. The Bank may at its sole discretion to convert the Customer from Premier to Advance and withdraw all the Premier services and Features if and when (i) the Customer's monthly average account balance (calculated on monthly basis) has been below the Premier minimum total relationship balance for 12 consecutive months or (ii) the Customer's monthly average account balance (calculated on monthly basis) is below the Premier minimum total relationship balance and no monthly service fee can be collected for 6 months.

6.10

To the extent not violating applicable laws and regulations, Premier monthly service fee will be charged from Premier Customer if the combined monthly average account balance falls below the Premier minimum total relationship balance, Advance monthly service fee will be charged from Advance Customer if the combined monthly average account balance falls below the Advance minimum total relationship balance. Premier minimum total relationship balance, Advance minimum total relationship balance, tariff of accounts and services are subject to the Tariff of Accounts and Services for Personal Customers issued, revised and updated by the Bank from time to time.

6.11

The Bank reserves the right to close any Account with a zero balance for 2 consecutive months.

6.12

To the extent not violating applicable laws and regulations, the Bank may impose service fees, facility fees and / or other charges (including without limitation deposit charges on the credit balances in any Account) from time to time as the Bank at its sole discretion thinks fit. If the balance available in the customer's current account is insufficient to pay for the monthly service fee, the uncollected part will be accumulated and the Bank has the right and may directly debit and collect any and all accumulated and uncollected monthly service fee(s) from the customer's current account without notice in the future.

6.13

Notwithstanding the provisions under Clause 6.12, the Bank reserves the right to, at any time and without notice, debit any one or more account(s) of the Customer maintained with the Bank for the purposes of settling service fees, facility fees and / or other charges, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.

6.14

The Bank reserves the right to suspend any one or more account(s) and / or service(s) if the Customer fails to settle any fee(s) and / or charge(s) payable to the Bank.

7. Termination of Account; Variation of Terms

7.1

The Bank may terminate any Account with prior notice (save under exceptional circumstances where termination may be made without notice) and with or without cause. The Customer may retain any one or more of the other Accounts which shall continue to be governed by these Terms and Conditions.

7.2

These Terms and Conditions may, at the Bank's sole discretion, be changed from time to time upon giving the Customer prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the Customer does not close all Accounts prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such change.

8. Overseas HSBC Premier and HSBC Advance Services

8.1

The Features that the Customer can enjoy under HSBC Premier or HSBC Advance may include accounts, services, rewards, benefits, privileges and the likes offered not only by the Bank but also by other members of the HSBC Group, which may or may not be banking-related and which may be provided directly by the Bank and such other members of the HSBC Group or third parties designated by them, as the Bank and/or such members shall determine from time to time. Features, as used in this Clause 8, shall for all purposes include these accounts, services, rewards, benefits, privileges and the likes offered by such other members of the HSBC Group.

8.2

To facilitate the Bank and other members of the HSBC Group in considering whether or not the Customer is entitled to enjoy certain Features offered by them under HSBC Premier or HSBC Advance and to enable the Bank and these members of the HSBC Group in providing such Features to the Customer where the Customer is eligible to enjoy these Features, the Customer fully authorises the Bank and these HSBC members to share all information relating to the Customer and his accounts, including, without limitation, personal information of the Customer or that of any other person provided by the Customer. The Customer further authorises the Bank and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information relating to the Customer as they shall consider necessary in connection with their

provision of these Features, including, without limitation, information relating to the debts owed by the Customer to the Bank and/or any other member(s) of the HSBC Group.

8.3

The Features offered to the Customer by other members of the HSBC Group are at all times subject to the Customer being allocated with and retaining the Tier of HSBC Premier or HSBC Advance with the Bank (or another member of the HSBC Group, if applicable) unless the Bank or another member of the HSBC Group shall determine otherwise. Each of these Features may also be subject to certain terms and conditions stipulated by the Bank and/or the relevant member(s) of the HSBC Group and the Customer agrees to be bound by the same.

8.4

Where a service offered by a member of the HSBC Group including the Bank includes the offering of any banking or credit facilities, the Customer understands and agrees that any default by him in respect of one or more of such facilities may result in any or all of these members withdrawing, suspending, cancelling, terminating or varying any or all services offered by them. This may also result in the Customer having to, among other things, pay higher interest rates, fees, charges and costs and no member of the HSBC Group can under any circumstances be held liable or responsible for such increases in interests, fees, charges, costs and expenses incurred by the Customer or any other obligations and liabilities (whether new or added) that the Customer is therefore subject to.

9. Miscellaneous General Provisions

9.1

Collecting Agent. The Bank may, for and on behalf of itself, or for and on behalf of other HSBC Group members, employ third parties and / or appoint any other member(s) of HSBC Group (with such other member(s) of HSBC Group also entitled to employ third parties) to collect any outstanding or overdue amounts owed by the Customer to the Bank and / or any other members of the HSBC Group. The Customer shall keep the Bank and such other member(s) of HSBC Group indemnified for costs (including legal fees) and expenses incurred in recovering such outstanding or overdue amount.

9.2

Tape Recording. In the course of providing the Services, the Bank (or its agent) may (but shall not be obliged to) record verbal instructions received from the Customer and / or any verbal communication between the Customer and the Bank (or its agent) in relation to such Services. The Bank reserves the right to destroy these recording after such period of time as it considers prudent.

9.3

Microfilming/Scanning. The Bank may destroy any documents relating to any Account, HSBC Premier, HSBC Advance or any of the Services after microfilming / scanning the same and destroy any microfilm / scanned records after such period of time as it considers prudent.

9.4

Communication and Change of Customer's Particulars. The Customer warrants that all particulars given to the Bank are, to the best of the Customer's knowledge, accurate and acknowledges that the Bank may make use of any such particulars recorded with the Bank (including without limitation address, telephone number, email address and fax number) (collectively "Contact Details") as a means of communication with the Customer (whether through letters, telephone calls, SMS, fax, email or otherwise). The Customer undertakes to notify the Bank (in such manner as may be prescribed or accepted by the Bank from time to time) of any change of the Contact Details. These Terms and Conditions and any communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in Mainland China and seven days after posting if such address is outside Mainland China, or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Where the said Terms and Conditions and communications are made available in the Personal Internet banking profile of the Customer maintained with the Bank, they shall be deemed to have been received by the Customer once they are made available therein. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

9.5

Banks By-laws and Practices. HSBC Premier, HSBC Advance, all Services and Accounts, the interest thereon, service charges and other matters relating thereto, shall be governed, in addition to these Terms and Conditions, by the Bank's by-laws, regulations and practices, brought to the attention of the Customer by display, advertisement or otherwise, as the foregoing are in effect from time to time.

9.6

Waivers and Remedies. No failure or delay by the Bank or other members of the HSBC Group in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to the Bank and other members of the HSBC Group herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

9.7

Partial Invalidity. If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.

9.8

Failure Beyond Bank's Reasonable Control. The Bank shall not be liable for any failure or delay to provide any Service or to meet any obligation hereunder due (directly or indirectly) to any causes beyond its reasonable control.

9.9

Appointment of Agent. The Bank may appoint any agent, service provider or sub-contractor to perform any of its obligations hereunder.

9.10

Assignment of Bank. **The Bank may at any time assign or transfer any or all of its rights and obligations hereunder (including without limitation, any right(s) of the Bank in connection with any indebtedness owed from the Customer to the Bank) to any person (including without limitation, any other member(s) of HSBC Group) without the Customer's agreement. The Customer further agrees that any other HSBC Group member may at any time and from time to time assign the whole or any part of any debt owed by the Customer to such HSBC Group member in favour of the Bank, and the Bank may accept any such assignment from any other member(s) of HSBC Group. The Bank may exercise its right of set-off under Clause 3 hereof in respect of such debt assigned to it. To the extent permitted by all relevant laws and regulations, the Customer waives all rights he may have in relation to any assignment of the debts and the Bank's rights to exercise its right of set-off against such assigned debts.**

9.11

Loss of Seal etc. In the event of loss of the identity document, seal or chop used for giving Instructions to the Bank in respect of or the use of the Services, the Customer must immediately notify the Bank in writing. **The Bank will not be responsible for any payment made prior to receiving such written notice.**

9.12

Tax Liabilities. If the Customer is required by any applicable laws or regulations (including the laws and regulations in the jurisdiction in which the Customer enjoys a Service provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by the Customer, whether to the Bank or any member of the HSBC Group, then the liability in respect of that deduction or withholding shall be the liability of the Customer such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Customer to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Customer shall indemnify the Bank and other members of the HSBC Group for all consequences of the Customer's failure to do so.

9.13

Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China.

9.14

Prevailing Version. In case of discrepancies between the English and Chinese versions, the Chinese version shall prevail.

Appendix - Definitions

“Account” means each of the savings account, settlement account, and any other accounts opened or to be opened by the Customer.

“Bank” means HSBC Bank (China) Company Limited, including its successors and assigns.

“Customer” means the person who is the holder of an Account and to whom the Bank has made Services available. Where there is more than one such person, references to the “Customer” shall be construed, as the context requires, to any, all or each of them.

“Features” means the services, rewards, benefits, privileges and the likes that a Customer is able to enjoy under and / or in connection with a Tier.

“HSBC Group” or “Group” means HSBC Holdings plc and its subsidiaries and associates and any of their branches.

“HSBC Advance” is one of the Tiers made available by the Bank to eligible customers.

“HSBC Premier” is one of the Tiers made available by the Bank to eligible customers.

“Instruction(s)” means each and any instruction given in writing, by fax, by telex, by telephone, via the automated teller machines, by or via any other electronic means or mediums and / or by any other means or mediums as may be acceptable to the Bank or other members of the HSBC Group from time to time.

“Personal Data” means personal information of the Customer or that of any other person provided by the Customer.

“Services” means anyone or more of the services, rewards, benefits, privileges and the likes made available to the Customer at any time and from time to time including without limitation Account services.

“Tier” means a tier designated by the Bank and allocated to a Customer which allows the Customer to enjoy certain Features.