

## HSBC Premier Terms and Conditions

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### Section A: Introduction

1. The holder of an HSBC Premier package (the "Accountholder") agrees to be bound by the following terms and conditions governing the use of the HSBC Premier package of products and services (the "Premier Package") made or to be made available to the Accountholder or available for the Accountholder's inspection at his/her request which consists of:
  - (i) an interest bearing current account known as the "HSBC Premier Account" with HSBC Bank (Singapore) Limited (the "Bank") and/or any savings/current account which the Bank may offer from time to time as part of the Premier Package; and/or
  - (ii) overdraft or credit facilities; and/or
  - (iii) wealth management and investment related products and services; and/or
  - (iv) the HSBC Premier Debit Card and any other card which the Bank may issue as part of the Premier Package (the "Cards"); and/or
  - (v) PhoneBanking Services provided by the Bank; and/or
  - (vi) any other facilities and/or services which the Bank may offer from time to time as part of the Premier Package; and/or
  - (vii) any existing facilities, accounts and/or services offered by the Bank and which the Bank may from time to time in its absolute discretion decide to include as part of the Premier Package.
2. The provision of facilities, services and any account as part of the Premier Package and the use and/or operation thereof shall be governed by the respective terms and conditions (each known as the "Respective Terms and Conditions", as amended, varied, modified or supplemented from time to time and for the time being in force) relating to each of the same; and in the event of conflict between the provisions of this Agreement and those of any of the Respective Terms and Conditions, the provisions of the latter shall, unless otherwise stated, prevail and the provisions of this Agreement shall be deemed to be modified, but only so far as is necessary to give full effect to the provisions of the relevant Respective Terms and Conditions. For the avoidance of doubt, the Respective Terms and Conditions include without limitation, the prevailing Terms and Conditions Governing Personal Deposit Accounts which applies to all HSBC Premier Accounts and all current/savings accounts with the Bank. Capitalised terms herein shall have the same meaning as given to such terms in the Respective Terms and Conditions unless and to the extent that any such term is expressly defined in this Agreement.
3. Each of the Respective Terms and Conditions is available for inspection at any of the Bank's branches in Singapore upon the Accountholder's request and the Accountholder is deemed to have read and understood them and shall be accordingly bound thereby.
4. Persons who wish to qualify to be Accountholders have to maintain at all times a savings or current account with the Bank and satisfy at least one of the eligibility criteria of HSBC Premier. Such eligibility criteria may include, without limitation,
  - (i) a minimum HSBC Premier Total Relationship Balance and/or
  - (ii) a property loan of a minimum amount with the Bank and/or
  - (iii) a minimum recurring crediting arrangement (in each case) of such amount as the Bank may decide from time to time in any one or more of the accounts designated by the Bank for the purposes of assessing eligibility for HSBC Premier and/or
  - (iv) an HSBC Premier relationship in any other country/jurisdiction and/or
  - (v) an HSBC Jade relationship in selected countries/jurisdictions.

The eligibility criteria is subject to changes from time to time at the Bank's discretion. The most updated eligibility criteria and other details concerning Total Relationship Balance are available from any of the Bank's branches in Singapore upon request.

5. A monthly maintenance fee of such amount as may be imposed by the Bank from time to time at the Bank's discretion shall be payable in the event that the aggregate monthly average credit balance in the Accountholder's relevant account(s) with the Bank falls below such minimum average balance fixed by the Bank from time to time. This fee shall be debited directly from the Accountholder's relevant savings/current account(s) with the Bank.
6. If an Accountholder no longer meets the conditions applicable to the Premier Package, we will, at our discretion either charge an additional service fee (which may include the monthly maintenance fee) or, transfer (a) the Accountholder's HSBC Premier Account (if any) to our standard current account or any other account that we notify the Accountholder about in writing and/or (b) the Accountholder's package to the Advance Package or any other package that we notify the Accountholder about in writing. Any Accountholder who no longer wishes to hold a HSBC Premier Account can notify us and we will transfer the account to an HSBC Advance account or a standard current account (so that it is no longer an HSBC Premier Account).
7. We may at our discretion, give you at least thirty (30) days' notice that you meet the conditions applicable to and that we are going to make available to you the Jade package. If you do not wish to hold any such package, you may notify us accordingly.

8. (i) The Bank may from time to time designate one or more Tier(s) with different Features, which may include enhanced services, preferential terms, preferential interest rates and/or special promotions on other accounts. The Bank may allocate (but without any obligation to do so) a Tier to an Accountholder holding a current Premier Package either at the request of the Accountholder or at the Bank's discretion. Where the Bank allocates a Tier to an Accountholder, the Bank may at any time and from time to time vary or entirely withdraw the Tier, again, either at the request of the Accountholder or at the Bank's discretion. The allocation or withdrawal of a Tier to or from an Accountholder or the variation of a Tier so allocated, whether at the request of an Accountholder or at the Bank's discretion, will be made by reference to pre-designated criteria, subject always to the final decision of the Bank. These criteria may include, without limitation, the value of assets deposited by the Accountholder with the Bank and/or the amount of credit facilities granted by the Bank to the Accountholder from time to time and 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.
- (ii) The Features which may be made available, and the fees and charges which may be imposed, by the Bank in relation to the Premier Package may vary by reference to the Tier and, within the same Tier, may vary by reference to whether the Accountholder 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.
- (iii) Each Tier may have a set of criteria and/or conditions that the Accountholder has to fulfil 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 Accountholder's use and enjoyment of that Feature. Without prejudice to Section A Clauses 8(i) and 8(ii), following an allocation or variation of a Tier, it shall be the Accountholder'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 fulfilment of all prevailing criteria in respect of a Tier, or the failure to do so, by an Accountholder, however, will not in any way affect or prejudice the Bank's overriding right in allocating, varying or withdrawing a Tier.
- (iv) Whether the Bank exercises its discretion to allocate, vary or withdraw a Tier, it will notify the Accountholder of the same using such means as it shall deem reasonable. All the Features that the Accountholder enjoys will automatically be granted, terminated or otherwise adjusted unless the Bank shall at its discretion decide otherwise and the Bank is not obliged to provide any further notice in connection therewith.
- (v) Following a variation of the Tier allocated to an Accountholder, 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 Accountholder until all obligations and liabilities owing by the Accountholder 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 Accountholder shall enjoy as a result of the variation of the Tier shall immediately become binding on the Accountholder.
- (vi) The Bank cannot be held liable or responsible for any loss incurred by or inconvenience to an Accountholder as a result of any allocation or withdrawal of a Tier to or from an Accountholder or any variation of the Tier so allocated and this shall include, without limitation, any loss incurred by or inconvenience to an Accountholder as a result of any granting, termination or adjustment of any Features in connection therewith.
- (vii) Any card or identification issued by the Bank to an Accountholder to reflect the Tier allocated to the Accountholder (if applicable) is to facilitate identification of the Accountholder's Tier only. The Bank's records shall be conclusive as to the Tier allocated to the Accountholder at any time except for manifest error.
- (viii) The withdrawal of a Tier shall not in itself affect the use or operation of the Premier Package unless the Bank shall specify otherwise.

For the purposes of the above provisions, the following terms shall bear the meanings ascribed to them:

"Features" means the Services, rewards, benefits, privileges and the likes that an Accountholder is able to enjoy under and/or in connection with a Tier.

"Services" means any one or more of the services made available to the Accountholder under the Premier Package and/or a Tier at any time and from time to time including without limitation credit facilities, investment services and account services.

"Tier" means a tier designated by the Bank and allocated to an Accountholder which allows the Accountholder to enjoy certain Features under and/or in connection with the Premier Package.

9. The Bank shall have the right to assign any and all debts and liabilities of an Accountholder to any member of the HSBC Group without any consent of the Accountholder whatsoever for any purpose whatsoever, including (for the avoidance of doubt) for collection purposes. Any member of the HSBC Group may assign any and all debts and liabilities of an Accountholder to any other member of the HSBC Group (including the Bank, which shall be entitled to be the assignee thereof) without any consent of the Accountholder whatsoever for any purpose whatsoever, including (for the avoidance of doubt) for collection purposes. The Accountholder hereby waives any rights the Accountholder may have in connection with such assignment to the extent not prohibited by applicable laws and regulations. Further, the Bank shall have the right to appoint any member of the HSBC Group and/or any external debt collecting agency, wherever situated, as its collection agent in relation to the debts and liabilities owing by an Accountholder.
10. In the event that the Accountholder is in default under any credit facility granted by the Bank, the Bank shall have the right to cancel and terminate any and all credit facilities it has granted to the Accountholder, and all amounts outstanding under the terminated facilities shall thereupon be immediately due and payable from the Accountholder to the Bank.

## Section B: General

1. All administration, handling, service, finance or other charges are to be paid by the Accountholder to the Bank for any service provided or action taken in relation to the Premier Package and shall be levied at such rates as the Bank may from time to time prescribe for that purpose, and any such charges may be debited from any of the Accountholder's savings/current account(s) with the Bank. Where there is insufficient credit in the account, the debiting of the account may result in the account being overdrawn or the account may exceed the Bank's agreed overdraft limit. The Accountholder acknowledges that this does not constitute an express agreement by the Bank to grant the Accountholder an overdraft (if no overdraft was expressly granted and available) or to increase the limit. All interest, fees and charges relating thereto, including without limitation, interest on overdraft, may be imposed by the Bank and so debited to the relevant account. All interest and exchange rates are subject to change by the Bank. The Bank may:
  - (i) prescribe higher rates of interest and other charges in respect of sums which remain unpaid on their due date; and
  - (ii) prescribe that any charge to be levied shall be subject to a minimum or maximum level, such rates of interest and other charges to apply as well after as before judgment. The Accountholder may obtain, from any of the branches of the Bank in Singapore, the then prevailing rates of all charges, fees, tariffs and the minimum balance requirements, as may from time to time be prescribed by the Bank.
2. Where for the purposes of these terms and conditions, any sum is required to be converted into another currency, such conversion shall be effected at the Bank's then prevailing rate of exchange for such currency or any rate prescribed by any relevant organisation involved in the administration of the Premier Package or any part thereof.
3. In addition to any other rights which the Bank may have on any account whatsoever, the Accountholder agrees that the Bank shall have the right at its discretion and without notice to the Accountholder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the Accountholder if and to the extent that the Accountholder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the Accountholder at that time and such of the Bank's indebtedness shall remain outstanding on substantially the terms and conditions in effect immediately prior to such exercise or on such terms as the Bank may, at its discretion, consider appropriate in the circumstances.
4. All expenses (including, without limitation, legal costs on a full indemnity basis) associated with the preservation of the Bank's rights or the enforcement or attempted enforcement of the Accountholder's obligations under these terms and conditions shall be for the account of the Accountholder and shall be debited from any of the Accountholder's savings/current account(s) with the Bank.
5. The Bank reserves the right to destroy any documents relating to the Premier Package after microfilming the same and the Accountholder agrees that documents stored in the form of microfilm may be tendered by the Bank as evidence in legal proceedings and hereby waives any objections to their admissibility.
6.
  - (i) The Accountholder authorises the Bank to accept and act upon any instructions, communicated by the Accountholder to the Bank over the telephone (or purporting to be so communicated by the Accountholder), or given to the Bank by facsimile or email (or purporting to be so given by the Accountholder), of any nature in relation to or connection with the Premier Package believed by the Bank to emanate from the Accountholder. The Accountholder acknowledges that the Bank shall be entitled (but not obliged) to treat and accept any such instructions issued by the Accountholder and any signature which in the Bank's discretion appears to be the Accountholder's signature on a facsimile or email instruction as genuine and the Bank is not under any obligation to enquire into the genuineness of any such instruction or into the good faith of, or verify the identity of, the person giving such instruction. The Bank shall be entitled (but not obliged) to process and act on such instructions and take any steps relying upon the same. Any of the Bank's acts pursuant to such instructions shall be binding on the Accountholder notwithstanding that such instructions may not have in fact been given by the Accountholder or with the Accountholder's consent or authority.
  - (ii) The Accountholder acknowledges that he has considered fully the risks inherent in the giving of instructions by telephone, facsimile or email. In particular, the Accountholder is aware of and accepts that when he is giving facsimile or email instructions, non-original signatures may be forged, instructions given by facsimile may be transmitted to wrong numbers and instructions given by email may be sent to the wrong email addresses, may never reach the Bank and may thereby become known to third parties thus losing their confidential nature. The Accountholder is further aware of and accepts that facsimile or e-mail communications cannot be guaranteed to be secure or error free as information can be intercepted, corrupted or lost or can arrive late or contain viruses.
  - (iii) The Accountholder agrees that the Bank shall have no responsibility for the occurrence of any of the above circumstances or for any actions, claims, loss, damages or costs arising or incurred by the Accountholder as a result of or in connection with the giving of any instructions by telephone, facsimile or email or any delay on the part of the Bank in processing such instructions. The Accountholder is fully responsible for all loss or damage involved in or caused by the implementation of the Accountholder's instructions provided to the Bank by means of telephone/facsimile transmission and/or email in lieu of the receipt by the Bank of original signed documents. The Bank shall not be required to confirm (whether orally, in writing or otherwise) any instructions received through telephone/facsimile transmission/email. The Bank shall, however, be at liberty to require receipt by the Bank of an original written confirmation of an instruction given by the Accountholder via telephone/facsimile transmission and/or email from the Accountholder prior to executing any instructions contained in such telephone/facsimile transmission and/or email instruction. The Accountholder further agrees to indemnify the Bank and keep the Bank fully and effectively indemnified and to hold the Bank harmless from and against any claims, demands, actions, proceedings, loss, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank arising directly or indirectly out of or in connection with any instructions given by the Accountholder to the Bank by telephone, facsimile or email.
  - (iv) The Accountholder irrevocably consents to the Bank recording any telephone conversations with the Accountholder whether with or without the use of a tone warning device and such recordings or transcripts thereof may be used as evidence in any disputes.

- (v) The Accountholder acknowledges that the Bank may at any time, at its discretion, refuse to execute the Accountholder's instructions by telephone, facsimile or email or any part thereof without incurring any responsibility for loss, liability or expense arising out of such refusal.
- (vi) The Accountholder shall transmit the instructions over the telephone, facsimile transmission and/or email as the case may be only to the fax number or email address(es) designated by the Bank for the purpose(s) contemplated herein and use the same for such purpose(s) only and not for any other purpose. Facsimile or email instructions shall be signed by the Accountholder or the Accountholder's authorised signatory on behalf of the Accountholder and the Accountholder's authorised signatory's signatures shall be in the same manner and way as has been informed to the Bank by the Accountholder, and such signed instructions (whether scanned or photographed from the originals) must be clear and legible. In the case of email instructions, the email containing the scanned or photographed copy of the signed instructions shall be issued by the Accountholder or the Accountholder's authorised signatory only from the email address(es) registered with the Bank for the purposes contemplated herein.
- (vii) In the case of email transmission of instructions, the Accountholder shall follow the process laid down by the Bank for sending and receiving instructions via email through the secure email system. The Accountholder undertakes to reply to the secure email sent by the Bank's official to the Accountholder containing the details of the Accountholder's transaction(s) and further undertakes not to send any instructions through unsecured email channels which are not approved by the Bank. The Bank shall be entitled to refuse or reject any instruction sent to any other fax number or email address(es) or through unsecured channels/unsecured email addresses other than such fax number or email address(es) designated by or registered with the Bank and the Bank shall not be liable for any actions, suit, claims, loss, damage, cost or expense and/or liability incurred by the Accountholder or arising therefrom.
- (viii) If any document despatched by the Accountholder to the Bank, including any instruction, confirmation, contract or transaction, is for any reason undated, the time and date written, printed or time-stamped on such document at the time of its receipt shall be conclusive evidence of the time and date of such document.
- (ix) HSBC shall not be under any obligation at any time to maintain any facility for the receipt of any facsimile instructions and/or email instructions or to ensure the continued operations or availability of any such facilities or equipment.
- (x) The Accountholder wishes to further specify that the Bank may, when receiving instructions given by the Accountholder (or a person acting on the Accountholder's behalf) in person:
  - (a) require the Accountholder (or a person acting on the Accountholder's behalf) to provide such instructions in electronic form in a manner which complies with the Bank's internal requirements (each such instruction an "Electronic Instruction"); and
  - (b) require the Accountholder (or a person acting on the Accountholder's behalf) to sign such Electronic Instruction, and in this connection the Accountholder authorises the Bank to collect and link the signature of the Accountholder (or a person acting on the Accountholder's behalf) with the relevant Electronic Instruction in electronic form, using an electronic signature pad or other electronic device capable of recording signatures in electronic form in a manner which complies with the Bank's internal requirement.

The Accountholder agrees that provided each such signature is collected electronically from the Accountholder (or a person acting on the Accountholder's behalf) by a representative of the Bank in person and such representative (whether before or after the time each such signature is taken) verifies the identity of the Accountholder (or a person acting on the Accountholder's behalf) through measures which fulfill the Bank's internal requirements, the Bank is authorised to treat such signature(s) in electronic form and such signature(s) shall be deemed to be, as equivalent to the signature(s) of the Accountholder (or a person acting on the Accountholder's behalf) in hard copy, for all purposes.

The Accountholder further agrees that:

- (1) all records in electronic form maintained by or on behalf of the Bank upon which any such signature(s) have been affixed, and which fulfill the Bank's internal requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as, written and signed documentary communications between the Accountholder and the Bank in hard copy;
  - (2) the Accountholder shall not dispute the validity, accuracy or authenticity of any evidence of any such records, including such evidence in the form of the Bank's computer records, transaction logs, magnetic tapes, cartridges, computer printouts, copies, or any other form of electronic information storage; and
  - (3) such electronic records shall be conclusive evidence of the information and the Accountholder's agreement as set out in the associated Electronic Instruction, save in the case of manifest or clerical error.
7. If the Premier Package is in the names of more than one person (such persons to be referred to as "Joint Accountholders"), then:
- (i) each such person shall be deemed to be an Accountholder for the purposes of these terms and conditions;
  - (ii) the obligations of the Joint Accountholders in respect of the Premier Package and hereunder shall be joint and several;
  - (iii) the Bank is hereby authorised by each Joint Accountholder to honour all cheques, telephone/facsimile/ email instructions, directions, other instruments and transactions signed and effected by any one Accountholder without restriction;
  - (iv) the Bank may agree on overdraft and other facilities at the request of any one Accountholder;
  - (v) the Bank may credit the savings/current account(s) jointly held by the Joint Accountholders with the Bank with items collected on behalf of any one or more Accountholders;
  - (vi) on the death of any Accountholder, the Bank may hold all money and items standing to the credit of or by way of security for the Premier Package to the order of the survivors (subject to any mandatory provisions of law and any claim which the Bank may have);

- (vii) the Bank is hereby authorised by each Joint Accountholder to accept instructions from any one Accountholder in relation to the operations of the savings/current account(s) jointly held by the Joint Accountholders with the Bank and all matters incidental thereto and relating to the Premier Package (including, but without limitation, the deposit and withdrawal of all documents and items deposited with or delivered to the Bank, whether by way of safe custody or otherwise);
- (viii) any notice given to one Accountholder shall be deemed sufficient notice to all Accountholders;
- (ix) if the Bank, prior to acting on instructions received from a Joint Accountholder, receives contradictory instructions from another Joint Accountholder, the Bank shall thereafter act only on the written unanimous instructions of all the Joint Accountholders; and
- (x) the Bank shall honour any instruction or direction provided by each Joint Accountholder whether such instruction is given in writing, via the telephone, facsimile, email or any other means as the Bank may accept and on such terms as the Bank may impose. Where products or services are made available in respect of which transactions on a joint account may be effected, the acceptance by either Joint Accountholder of the applicable terms and conditions relating to such products or services shall be binding on all Joint Accountholders.

Provided always that Section B Clauses 6(iii), (iv), (vii), (ix) and (x) shall not apply in relation to any account whatsoever which must be operated only by all the joint signatories thereto.

## 8. Collection, Use and Disclosure of Customer Information

- (i) The Bank, other members of the HSBC Group and/or HSBC Group's authorised service providers may collect, use and share Customer Information (including relevant information about the Accountholder, the Accountholder's transactions, the Accountholder's use of the Bank's products and services, and the Accountholder's relationships with the HSBC Group) for the purposes listed in Part A Clause 1.2 of the Terms and Conditions Governing Personal Deposit Accounts.
  - (ii) Customer Information may be requested from the Accountholder (or a person acting on the Accountholder's behalf), or may also be collected by or on behalf of the Bank, or members of the HSBC Group, from other sources (including from publicly available information), generated or combined with other information available to the Bank or any member of the HSBC Group.
9. The Accountholder authorises the Bank to, without notice or liability, combine or consolidate the outstanding balance on any account of the Accountholder (including, without limitation, any HSBC Premier Account) with any other account which the Accountholder maintains with the Bank in Singapore or elsewhere and set-off or transfer any monies standing to the credit of such other accounts in or towards satisfaction of Accountholder's liability, whether such liability be actual or contingent, primary or collateral and several or joint (including without limitation, the Accountholder's liability arising from any indemnity given herein) to the Bank under these terms and conditions or any other liabilities of the Accountholder to the Bank in Singapore or elsewhere. This is notwithstanding that the balance in such other account is in a currency different from the sum demanded or held at a branch in a different jurisdiction or held by the Accountholder jointly with another person(s). For such purpose, the Bank shall be entitled to convert the balance in such other account into the required currency in accordance with Section B Clause 2. The Bank's rights hereunder shall not be affected by the Accountholder's death, insanity, bankruptcy or any form of legal incapacity.
10. The Bank reserves the right to add, revise, amend or cancel in whole or in part any of the products, services or other privileges provided under the Premier Package and the terms and conditions pertaining to any products or services hereunder. Any such addition, revision, amendment or cancellation will take effect and become binding on the Accountholder from such time as brought to the attention of the Accountholder by giving the Accountholder notice of the same, exhibiting the same at any of the Bank's branches in Singapore, publishing the same in the press in Singapore or in such other manner as the Bank deems fit. If the Accountholder does not accept such variation, he/she shall inform the Bank in writing within seven (7) days of being so notified and the Bank may withdraw any or all of the products, services or other privileges provided under the Premier Package from that Accountholder. If the Accountholder continues to use any of the products, services or other privileges provided under the Premier Package after notification, he/she shall be deemed to have accepted and agreed to such variation without reservation.
11. Any notice, demand, statement or other communication to be given to the Accountholder may be delivered to the last known address of the Accountholder provided by the Accountholder to the Bank in writing for the purposes of this Agreement and/ or facsimile, electronic mail address or contact number as may be provided to the Bank or its solicitors, and shall be deemed to have been effectively served on the day of delivery if delivered by hand, on the day of transmission if by facsimile or email transmission and on the next business day after posting if sent by post and on the date of publication if published. In this connection, the Bank shall not be liable in any way whatsoever to the Accountholder for any loss or damage in the event that the aforesaid communication is received by a third party. The Accountholder shall promptly notify the Bank in writing of any change of the office or business address or in his employment.
12. The Accountholder agrees that the Bank may serve any legal process or document required by the rules of court or other statutory provisions to be served on the Accountholder by personal service by leaving the same at, or sending the same by ordinary post to, the last known address as may be provided to the Bank in writing and the same shall be deemed to have been duly served on the Accountholder, if sent by post on the date immediately following the date of posting and if served by personal delivery, on the date of delivery. Service of such legal process shall be deemed to be good and effectual service of such legal process on the Accountholder.

13. The Accountholder represents and warrants that all particulars given to the Bank are to the best of the Accountholder's knowledge, accurate and undertakes to notify the Bank of any changes thereto in writing. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) business days from receipt) to process such notification of change. If no such notice of change is given, we are entitled to rely on information previously supplied by you, including authorisations and supporting documents. This might result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services or comply with any laws or guidelines issued by regulatory or other authorities. We will not be responsible for errors or losses associated with account changes where we have received no or inadequate prior notice.
14. Either the Bank or the Accountholder may terminate the use of the Premier Package by written notice to the other party to that effect. Where the Bank considers it necessary or appropriate, such termination may be immediate. In either case, the Accountholder shall without delay or further demand (i) return to the Bank all Cards and cheque books issued to him or at his request and (ii) pay to the Bank the full amount outstanding to the Bank including, but not limited to, any overdraft facility granted under the Premier Package. Notwithstanding such termination, the Accountholder shall remain fully responsible for all facilities together with all related charges there under (including the amount of any items not then presented to the Bank for payment). Without limiting the generality of the foregoing, all of such sums shall become immediately due and payable (without further demand) in the event of the death or bankruptcy of the Accountholder.
15. All sums payable by the Accountholder under this Agreement shall be paid (i) free of any restriction or condition, (ii) free and clear of and without any deduction or withholding (except to the extent required by law) on account of any tax, levy or any other charge whatsoever (including, but not limited to, any goods and services tax) present or future and (iii) without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or counterclaim or otherwise.
16. If (i) the Accountholder or any other person is required by the law of any country to make any deduction or withholding on account of any such tax, levy or charge or other amount from any sum paid or payable by the Accountholder to the Bank under this Agreement or (ii) the Bank (or any person on its behalf) is required by the law of any country to make any deduction or withholding from, or any payment on or calculated by reference to the amount of, any sum received or receivable by the Bank under this Agreement:
  - (a) the Accountholder shall notify the Bank of any such requirement or any change in any such requirement as soon as the Accountholder becomes aware of it;
  - (b) the Accountholder shall pay any such tax, levy or charge or other amount before the date on which penalties attach thereto;
  - (c) the sum payable by the Accountholder shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been required or made; and
  - (d) promptly after paying such deduction or withholding, and not later than seven (7) business days after the due date of payment of any tax, levy or charge or other amount which it is required to pay under sub- Clause (b), the Accountholder shall deliver to the Bank evidence satisfactory to the Bank of such deduction, withholding or payment and of remittance thereof to the relevant taxing or other authority.
17. The Bank shall not be liable for any failure to provide any service or to perform obligations or for any loss, damage, liability, costs, claims, demands or expenses of any kind howsoever caused or in any way whatsoever and whether such loss, damage, liability, costs, claims, demands or expenses are attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever including, but not limited to, any calamity or condition, Act of God, electrical or communication disruption, industrial actions, exercise of governmental or military powers, wars, strikes, any error caused by machine or hardware malfunctions or manufacturer's operating software defects, any failure, disruption or breakdown of any equipment, computer, machine, data processing system or transmission link or the Cards or Automatic Teller Machine ("ATM"), the withdrawal of ATM services in other countries (which services will be governed by local regulations), the temporary insufficiency of funds in such machines, action of a government or governmental agency, change of law or regulation (or change in the interpretation of law or regulation), the failure to carry out the Accountholder's instructions over the telephone, facsimile or email or to send a monthly statement to the Accountholder or anything outside the control of the Bank, its servants or agents. If the Bank is unable to send a monthly statement to the Accountholder, the Accountholder's liability shall not be affected in any way and shall continue and for the purpose of calculating interest or any other charges or establishing the date on which payment is due, the Bank may select a date each month as the statement date.
18. The Bank may in certain circumstances (including without limitation, if any of the events listed in Section B Clause 16 shall occur, or if for any other reason whatsoever access to or delivery of any or all the products, services or other privileges provided under the Premier Package is not possible or is hindered), without assigning any reason whatsoever, with or without written notice to the Accountholder, suspend or freeze the use of any or all the products, services or other privileges provided under the Premier Package.
19. No forbearance, neglect or waiver by the Bank in the enforcement of any of these terms shall prejudice the Bank's right thereafter to strictly enforce the same. The Accountholder agrees that the Bank's rights and remedies hereunder are cumulative and not exclusive of any rights or remedies the Bank would otherwise have available to it under the general law.
20. The Accountholder agrees that he/she is not entitled to assign or transfer all or any part of his/her rights hereunder without the Bank's prior written consent. Any purported assignment or transfer in breach of this provision shall be absolutely void and of no effect.

21. (i) In the event that the Bank receives written notice of the lack of capacity of the Accountholder under the Mental Capacity Act (Cap. 177A) of Singapore (or such other equivalent, amendment or replacement legislation), the Bank shall be entitled (but not obliged) to:
- (a) accept and execute instructions of any nature believed by the Bank to be genuine and purporting to be signed, given or issued by an authorised agent of the Accountholder (including without limitation, a donee of a lasting power of attorney granted by the Accountholder); and
  - (b) without assigning any reason whatsoever, with or without written notice to the Accountholder, suspend, freeze, terminate or close any account under the Premier Package or the use or availability of any or all of the products, services or other privileges provided under the Premier Package, as the case may be.
- (ii) The Accountholder agrees to ratify everything that his authorised agent (including without limitation, a donee of a lasting power of attorney granted by the Accountholder) does on the Accountholder's behalf arising from or in connection with the Premier Package and/or the Bank providing the services, performing its obligations hereunder or accepting instructions received from or purportedly given by the authorised agent.
- (iii) Without prejudice to Clause 23 below, the Accountholder shall keep the Bank indemnified at all times against, and hold the Bank harmless from, all actions, proceedings, claims, liabilities, losses, damages, demands and expenses of whatsoever nature (whether actual or contingent), including legal costs on a full indemnity basis, which may be brought against or suffered, paid, incurred by the Bank directly or indirectly under, out of or in connection with the Premier Package and/or the Bank providing the services, performing its obligations hereunder or accepting instructions received from or purportedly given by the authorised agent, and acting or failing to act thereon or in connection with any breach of any warranty given by or obligation of the Accountholder under this Agreement. Such indemnity shall continue notwithstanding the termination of any and every account, products, services or other privileges provided under the Premier Package. All such indemnified amounts may be debited from any of the Accountholder's savings/current account(s) with the Bank.
22. The Accountholder shall keep the Bank indemnified at all times against, and hold the Bank harmless from all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against or suffered or incurred by the Bank and which may have arisen either directly or indirectly out of or in connection with the Bank providing the Premier Package, performing its obligations hereunder or accepting instructions from the Accountholder including, but not limited to, facsimile and other telecommunications instructions, and acting or failing to act thereon. Such indemnity shall continue notwithstanding the termination of any and every account, product, service or other privilege provided under the Premier Package. All such indemnified amounts may be debited from any of the Accountholder's savings/current account(s) with the Bank.
23. If any one or more of the provisions of this Agreement or any part thereof shall be declared to be illegal, invalid or unenforceable under any applicable law, it shall not affect the validity or enforceability of the remainder of this Agreement.
24. The terms and conditions herein shall be governed by and construed in accordance with the applicable laws of Singapore and the Accountholder hereby submits to the non-exclusive jurisdiction of the courts of Singapore.

### **Section C: The Premier Package**

1. Without prejudice to the generality of Section B Clause 14, the Bank reserves the right to terminate any Premier Package and/or close any savings/current account(s) which the Accountholder has with the Bank at any time at its discretion and without assigning any reason therefor, in accordance with the provisions of these terms and conditions and/or the Terms and Conditions Governing Personal Deposit Accounts. Where the Bank considers it necessary or appropriate, such termination and/or closure may be immediate.
2. Without prejudice to the generality of Section B Clause 1, the Bank may levy an administration charge if the Premier Package or any savings/current account(s) with the Bank is terminated or closed within six (6) months of the date on which it is opened.
3. Interest ("Credit Interest") in respect of amounts from time to time standing to the credit of the HSBC Premier Account is calculated on a daily basis and credited to the HSBC Premier Account on or about the 24th day of each month.
4. The Accountholder shall take all reasonable care and precaution to prevent loss and theft of the Cards, cheques or cheque books and the disclosure (whether voluntary or involuntary) to third parties of the PINs (Personal Identification Numbers) provided by the Bank (or substituted by the Account holder) for operating the Cards, PhoneBanking services and other relevant services and shall notify the Bank immediately in writing of such disclosure or the loss or theft of the Cards, cheques or cheque books or any written record of the PINs. The Accountholder shall indemnify the Bank for all losses or damage howsoever caused by any unauthorised use of the Cards or PINs and shall be liable for all charges incurred by such use prior to the written notification of the loss or theft thereof to the Bank. Where the Accountholder has given such notice verbally, the Accountholder shall immediately confirm the same in writing.
5. The Bank shall at its discretion honour any cheque notwithstanding that the HSBC Premier Account will become overdrawn or exceed the agreed overdraft limit. In that event, the Accountholder shall be responsible for the resulting overdraft, advance or credit thereby created and all related interest and other charges.
6. Amounts outstanding in respect of facilities granted by the Bank shall in any event be repaid by the Accountholder on demand. Payments made by the Accountholder to the Bank in respect of any facility will be applied firstly towards payment of any outstanding interest charges and fees and thereafter against any outstanding transactions/principal amount under such facility.

7. When drawing cheques, the Accountholder shall be bound by the conditions subject to which cheque books are issued as printed on the inside of the cover of the cheque book. There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the Accountholder of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheque is accepted by the Bank subject to the following terms and conditions to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the relevant account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the Accountholder, and subject to having recourse to the Accountholder in the event of dishonour. The purchase of cheques may be subject to the condition that the proceeds credited to the account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the Accountholder in the confirmation of the transaction.
  - a. Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the relevant account once payment is received from the bank abroad.
  - b. In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the relevant account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.
  - c. Overseas charges (if any) will be debited to the relevant account under advice to the Accountholder.
  - d. Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next business day.
8. The Accountholder must keep all cheques and cheque books safely and securely at all times.
9. The Accountholder must inform the Bank immediately in writing and/or through the Bank's PhoneBanking services should any cheque or cheque book be lost, stolen or mislaid.
10. (i) The Accountholder shall promptly notify the Bank in writing of any variation in his signature or that of the authorised signatories, the authorised manner of signing or the signature requirements. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) business days from receipt) to process such notification of change.
  - (ii) The Bank shall be entitled in its discretion to dishonour any cheque bearing a signature different from the specimen signature of the Accountholder or authorised signatory (as the case may be) or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation.
  - (iii) Any alterations on cheques must be confirmed by the full and complete signature conforming to the specimen signatures of the Accountholder or authorised signatory (as the case may be). The Bank shall be entitled, in its discretion, to dishonour cheques where alterations are not so confirmed.
  - (iv) The Bank shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery could not be easily detected or where the alteration and/or forgery is due to the act, omission, negligence or wilful default of the Accountholder.
11. Any cheque(s) deposited (whether through the use of the Cards at ATMs or otherwise) shall be accepted for collection only and the proceeds shall not be available to the Accountholder until the cheque(s) has/have been verified and cleared, the proceeds paid to the Bank by the paying bank and credited to the relevant account.
12. The Accountholder may only countermand payment of a cheque by giving written instructions to the branch of account or using the PhoneBanking services before the cheque has been paid and clearly identifying the cheque in question.
13. The Bank will send to the Accountholder each month a Composite Statement of Account showing the transactions and balances in relation to all accounts under the Premier Package and other banking services as specified by the Bank from time to time. The Accountholder agrees to examine each statement of account and notify the Bank in writing within ninety (90) days of receipt of such statement of account of any alleged errors or omission therein arising from whatever cause (including, without limitation, from forgery, fraud, lack of authority or negligence of any person), failing which the Composite Statement of Account shall be conclusive evidence as to the balance shown therein and be binding on the Accountholder and the Accountholder shall be deemed to have waived any rights to raise objections or pursue remedies against the Bank relating thereto provided always that if the Accountholder has been granted a hold mail facility, the provisions of this Section C Clause 13 shall be deemed to be modified insofar as is necessary to give full effect to the terms and conditions governing such facility.