


# Website User Agreement

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**This Agreement governs my access to and use of the HSBC Bank Bermuda Limited Website and the content, information and services provided on or through the Website. It exempts HSBC Bank Bermuda Limited and other persons from liability or limits their liability and contains other important provisions that I should read. Each time I use the Website, this Agreement as it then reads, will govern my use. Accordingly, when I use the Website I should check the date of this Agreement (which appears at the end of this Agreement) and review any changes since the last version.**

## 1. Definitions

**“Agreement”** means this agreement as amended and supplemented from time to time and any supplementary terms for the provision of the Website User Agreement published and amended by you from time to time.

**“Authorities”** means any judicial, administrative or regulatory body, any government, or public or governmental agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of the HSBC Group.

**“Compliance Obligations”** means obligations of any member of the HSBC Group to comply with (a) any applicable local or foreign statute, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to you or a member of the HSBC Group (the “Laws”), or international guidance and internal policies or procedures (b) any valid demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws and (c) Laws requiring you to verify the identity of its customers.

**“Connected Person”** means a person or entity whose information including Personal Data or Tax Information is provided by, or on behalf of me to any member of the HSBC Group in connection with the provision of the Services. In relation to me, a Connected Person may include, but is not limited to, any guarantor of mine, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of mine, or any other persons or entities having a relationship with me that is relevant to my banking relationship with you and the HSBC Group.

**“Controlling Persons”** mean individuals who exercise control over an entity, i.e., for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries and any other individual who exercises ultimate effective control over the trust and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control.

**“Customer Information”** means Personal Data, confidential information, and/or Tax Information of either me or a Connected Person including accompanying statements, waivers and consents.

**“Electronic Means”** means communications sent by email, facsimile, computer or by the use of scanned or digital signatures or any other electronic means.

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

**“HSBC Group”** means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and **“any member of the HSBC Group”** has the same meaning.

**“I”, “me” and “my”** mean myself as a client, and each person who has applied for any Service and my heirs, executors, administrators, successors and assigns. **“We”, “us” and “our”** mean two or more persons who maintain a joint account.

**“Instructions”** means any instruction that is or reasonably appears to be given to you by me or my agent.

**“Internet Banking”** means your personal Internet banking service and includes on-line access to account information, transferring funds between accounts, bill payments, general information relating to rates and access to other electronic financial products and services authorised and/or provided by you.

**“Internet Banking Logon Information”** means my username, memorable answer and password I use to identify myself and to gain access to Internet Banking.

**“Internet Banking Password”** means the combination of numbers and/or letters I receive or select for my confidential use to identify myself and to gain access to Internet Banking.

**“Internet Banking Support”** means the Internet Banking telephone and on-line support service available to provide support in connection with Internet Banking, which may be contacted at the telephone numbers indicated on the Website.

**“Loss”** means any claim, charge, cost (including but not limited to any legal or other professional cost) damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether

direct or indirect, consequential, punitive or incidental.

**“Other Businesses and Sites”** means any other businesses or Internet sites or resources operated by other than you.

**“Person”** means natural persons and any type of incorporated or unincorporated entity or organisation.

**“Personal Data”** means any information related to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data such as name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status].

**“Services”** means, without limitation:

- the opening, maintaining and closing of my Accounts at your branches;
- Internet Banking;
- the provision of credit facilities and other banking products and services to me including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services, processing applications, ancillary credit assessment and product eligibility assessment; and
- the maintenance of your overall relationship with me, including marketing or promoting financial services or related products to me, market research, insurance, audit and administrative purposes.

**“Substantial Owners”** means any individuals entitled to more than ten (10%) percent of the profit of or with an interest in more than ten (10%) percent in an entity either directly or indirectly.

**“Tax Authorities”** means domestic or foreign tax, revenue, fiscal or monetary authorities.

**“Tax Information”** means any documentation or information (and accompanying statements, waivers and consents) relating directly or indirectly, to my tax status (regardless of whether I am an individual or a business, non profit or other corporate entity) and any owner, “controlling person,” “substantial owner, or your beneficial owner that you consider, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non compliance) with any HSBC Group member’s obligations to any Tax Authority. Tax Information includes, but is not limited to information about tax residence and/or place of organisation as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s),

residential address(es), age, date of birth, place of birth, nationality, citizenship.

**“Tax Certification Forms”** mean any forms or other documentation as may be issued or required by a Tax Authority or by you from time to time to confirm my tax status or the tax status of the Connected Person of an entity.

**“Telephone Banking”** means a service provided by you which allows me to perform certain Transactions related to my account(s) over the telephone.

**“Trademarks”** means trade-marks, trade-names and logos.

**“Transactions”** means a financial or other arrangement or exchange performed using any Service, and includes a request for information about any Account.

**“Website”** means your website located at www.hsbc.bm or any other website through which I gain access to Internet Banking from time to time.

**“You”** and **“your”** mean HSBC Bank Bermuda Limited and its subsidiaries.

Words in this Agreement that are in the singular include the plural and vice versa, unless the context requires otherwise.

## 2. Accepting this Agreement

This is an Agreement between me and all Persons I represent and you, and governs my access to and use of your Website and the content, information and services provided on or through the Website, including all on-line tools (including applications and calculators) available on or through the Website. This Agreement also provides benefits to you, your affiliates, your service providers, agents, suppliers and sub-contractors, including the HSBC Group.

Each time I use the Website I signify my acceptance and agreement, and the acceptance and agreement of all Persons I represent, without limitation or qualification, to be bound by this Agreement as it then reads, and I represent and warrant that I have the legal authority to agree to and accept this Agreement on behalf of myself and all Persons I represent. If I do not agree with each provision of this Agreement, or I am not authorised to agree to and accept this Agreement, I may not use the Website.

## 3. Permitted Users

The Website is intended to be accessed and used only by individuals located in Bermuda who can form legally binding contracts under applicable law and have accepted this Agreement.



Persons using the Website must comply with all applicable laws.

If I choose to enter this Website outside of Bermuda, I am advised that it may not be legal in that jurisdiction for me to access or use the facilities available on this Website and the legal requirements of that jurisdiction may prohibit me from dealing or otherwise transacting in that jurisdiction.

You do not offer financial services or products through our use and operation of the Website. Products or services on the Website do not constitute an offer or recommendation of any products or services provided by any of the HSBC Group members. The information provided on the Website is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation. The Website should not be considered as communicating any invitation or inducement to engage in banking or investment activity or any offer to buy or sell any securities or other instruments outside any jurisdiction where you are not licensed or authorised to perform such activities (hereinafter the “Authorised Countries”).

Not all the products and services that I may be able to view via the Website may be available in all geographical locations served by HSBC Group members. I should access only the Local Sites associated with my country of residence (“My Local Site”). If I own products that are not discussed on My Local Site, information about such products may be accessible on this or another HSBC website. Products and services discussed outside My Local Site may not be available in my jurisdiction of residence or in the Authorised Countries and may not be appropriate for me. When accessing the Website and any information available through the Website, it is my responsibility to inform myself of and to observe fully the applicable laws and regulations of any relevant jurisdiction. HSBC Group members may decline to provide me with products and services solely based on my country of residence.

Products discussed on the Website may not have been registered or authorised by any central bank, governmental or regulatory authority in the Authorised Countries or in the country of my residence. Accordingly, I may not have the benefit of protection from the securities laws, banking laws and other relevant laws and regulations of my country of residence with respect to products or services referred to on or through the Website.

No representation is given that any securities, products, or services discussed in or accessible through the Website are suitable for me or any particular person. I

acknowledge that my use of the Website and any requests for information I have made as a result of visiting the Website have not been solicited by you or any of your affiliates and that the provision of any information through the Website shall not constitute or be considered investment or financial advice.

#### 4. No Advice

Except for Internet Banking, on-line applications and on-line requests, the Website is for informational or general illustrative purposes only. The Website is not guaranteed to be accurate, complete, or timely. The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed; investment, tax, banking, accounting, legal, or other professional or expert advice or recommendations; or an offer, solicitation, or recommendation to sell or buy any stock, bond or other financial instrument or any product or service. I understand that I should obtain appropriate, qualified professional advice before acting or omitting to act based upon any information provided on or through the Website.

#### 5. Internet Banking Applications and Requests

Certain portions of the Website relating to on-line transactions and Internet Banking may be accessed only by your customers who have agreed to be bound by the applicable Personal Internet Banking service agreement and to whom a personal access number and password have been issued.


The Website also allows users to complete and submit applications for your products and services (on-line applications), and to request specific types of information from you (on-line requests). On-line applications and on-line requests may only be made using appropriate application forms available through the Website, and not through email.

#### 6. No Other Transactions

Except for Internet Banking, on-line applications and on-line requests, the Website is established solely for the distribution of information by you where permitted by law, and may not be used by me or any other Person for any transactions or to provide instructions or information to you or any other Person regarding any matter.

#### 7. Information Submissions and Communications

All information I provide through the Website, including my legal name, residential address, email address, and information relating to Internet Banking transactions, on-line applications and on-line requests, will be true,



accurate, current and complete. You will rely on the information I provide.

I will be solely responsible and liable for any and all loss, damage, and additional costs that I, you or any other Person may incur as a result of your submission of any false, incorrect or incomplete information.

I authorise you to:

- (a) accept communications you receive from me by means of the Website as if those communications had been given directly by me in writing and signed by me;
- (b) disclose my communications to you, your affiliates and your providers by means of the Website, Electronic Means or other means communications (to which I consent); and
- (c) respond to my communications by Electronic Means or other means of communication,

Communications I send to you via the Website are not effective unless and until they are processed by your responsible representative. You may refuse to process any communications sent to you via the Website, or may reverse the processing of any communications sent to you via the Website, at any time in your sole discretion, and without any notice or liability to me or any other Person, including without limitation if:

- (a) you cannot process the communications;
- (b) the communications violate any provision of this Agreement or any other agreement that I or any other Person may have with you;
- (c) you consider that the communications may conflict with any other instructions from or agreements with me or any Person I represent; or
- (d) there is an operational failure or malfunction in connection with the transmission of the communications.

## 8. Confidentiality and Security

I am aware that you use data encryption and firewalls to maintain the security of the information you receive through the Website. Nevertheless, security and privacy risks cannot be eliminated. As a further security precaution, I must access and use the Website using commercially available browser software (such as a current version of Netscape™ or Internet Explorer™) that provides 128-bit encryption and SSL (Secure Sockets Layer) technology, and I may not use my browser software's "save password" feature. Once I have initiated a session in connection with the Website, I must not leave the computer from which I have accessed the Website unless and until I have

terminated the session and logged off the Website. When I complete a session, I am responsible for clearing my browser's cache or temporary Internet files to ensure my Personal Data is not accessible by others.

Emails and Internet communications are not secure or confidential unless properly encrypted. Consequently, you discourage the use of email to send personal or financial information to you. Persons that use emails and Internet communications for those purposes do so at their own risk, and you and your affiliates and your providers will not be responsible or liable to me or any other Person for any loss or damage suffered as a result of my use of email or the Internet to communicate with you, your affiliates or your providers, or the use of email or the Internet by you, your affiliates and your providers to communicate with me or other Persons at my request.

As certain parts of the Website, including portions of the Internet Banking system are located outside of Bermuda, the information I submit through the Website may be stored inside or outside of Bermuda. Information stored in Bermuda is subject to Bermudian law, and information stored outside of Bermuda is subject to the laws of the jurisdiction in which the information is stored. I am aware that you may be required to disclose my information to 3rd (third) parties in accordance with applicable laws.

## 9. Errors and Corrections

You attempt to provide accurate information on and through the Website, but errors may occur and information may become out of date. You do not guarantee the accuracy, completeness, or timeliness of the information available on or through the Website. You may in your discretion change the information available on or through the Website at any time and from time to time without any notice or liability to me or any other Person. I may obtain complete and up-to-date information regarding your products and Services by contacting your branches and offices.


## 10. Currency and Interest Rates

All references in the Website to currency are to the lawful money of Bermuda, unless expressly stated otherwise. Interest rates indicated on the Website are subject to change without prior notice.

## 11. Ownership and Permitted Uses of the Website

All Rights Reserved. The Website and all information (in text, graphical, video and audio forms), images, icons, software, designs, applications, on-line tools, calculators, models, data, and other elements available





on or through the Website are your property and your providers and others, and are protected by Bermudian and international copyright, Trademark, and other laws. My access to and use of the Website does not transfer to me any ownership or other rights in the Website or its content.

The Website may only be used in the manner described expressly in this Agreement. In particular, except as expressly stated otherwise in this Agreement, the Website may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without your express prior written consent. I may not reproduce, copy, duplicate, sell, or resell any part of the Website or access to the Website.

The Website may be used only for lawful, personal, and non-commercial purposes. I may print the pages of the Website for my lawful, personal, and non-commercial use, provided that I do not modify any of the content and I do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers.

## 12. Trade-Mark Information

The content and information contained on the Website or delivered to me in connection with my use of the Website is your property and any applicable 3rd (third) parties. You retain all proprietary rights in and arising out of the Website.

The Trademarks that are used and displayed on the Website include your and other 3rd (third) parties registered and unregistered Trademarks. Nothing on the Website will be construed as granting any license or right to use any Trademarks displayed on the Website. Users are prohibited from using any Trademarks without your or such other applicable 3rd (third) parties written permission.

## 13. Other Businesses and Sites

The Website may include advertisements for, information about, or links to, other businesses or Internet sites or resources operated by other Persons. Other Businesses and Sites are independent from you, and you have no responsibility or liability for or control over Other Businesses and Sites or the information, goods or services available from or through those Other Businesses and Sites.

Links to Other Businesses and Sites are provided solely for my convenience. You do not sponsor, endorse or approve any Other Businesses and Sites, or the information, goods or services available from or through those Other Businesses and Sites. My dealings with, access to and use of Other Businesses and Sites is at my own risk, and I will not make any claim against you

arising out of my access to or use of any Other Businesses and Sites.

As between you and I, the provisions of this Agreement under the section 16 headed Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity apply, with all necessary modifications, to my dealings with, access to and use of any Other Businesses and Sites and the information, goods or services available from or through those Other Businesses and Sites.

## 14. Linking, Framing, Mirroring, Scraping and Data-Mining the Website

Links to the Website without your express written permission are strictly prohibited. You reserve the right to cancel and revoke any permission you may give to link to the Website at any time, for any reason, without any notice, and without any liability to me or any other Person. The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any method are strictly prohibited.

## 15. Postings

I may not use chat or annotation technologies in connection with my use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website.

## 16. Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity:

I understand that you, your affiliates and your providers do not accept any liability for my access to and use of the Website. For that reason, the following provisions apply to my access to and use of the Website.

Disclaimer: My access to and use of the Website is at my own risk. The Website is provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind (whether express, implied or statutory), and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by you, your affiliates and your providers to the fullest extent permitted by law. There will not be any representations, warranties or conditions created by a course of dealing, course of performance or trade usage.

I am solely responsible for:

- (a) obtaining, configuring and maintaining all computer hardware, software, telephone services, and other equipment and services necessary for me to

access and use the Website;

- (b) scanning for and preventing the receipt and transmission of viruses, trojan horses, worms or other destructive or disruptive components; and
- (c) maintaining a complete and current backup of all of the information contained on my computer system prior to accessing or using the Website.

I am aware that the Internet is not a secure means, may be subject to interruption and disruption, and inadvertent or deliberate breaches of security and privacy. The operation of the Website may be affected by numerous factors beyond your control. The operation of the Website may not be continuous or uninterrupted, secure or private.

Without limiting the generality of the preceding paragraphs, you, your affiliates and your providers make no representation, warranty or condition that:

- (a) the Website will be compatible with my computer and related equipment and software;
- (b) the Website will be available or will function without interruption or will be free of errors or that any errors will be corrected;
- (c) the Website will meet my requirements;
- (d) the information contained in the Website or derived from the Website will be accurate, complete, sequential, or timely;
- (e) certain or any results may be obtained through the access to or use of the Website;
- (f) the access to and use of the Website, including the browsing and downloading of any information, will be free of viruses, trojan horses, worms or other destructive or disruptive components; or
- (g) the access to and use of the Website will not infringe the rights (including intellectual property rights) of any Person; and you, your affiliates and your providers disclaim any and all liability regarding such matters to the fullest extent permitted by law.

The on-line tools (including applications and calculators) available on or through the Website are for informational or general illustrative purposes only, and are not guaranteed to be accurate, complete or timely.

The information and results provided by the on-line tools are based upon assumptions, projections, and data that may not be correct or applicable and you and your providers disclaim any and all liability regarding my use of such on-line tools to the fullest extent permitted by law.

**Liability Exclusion:** I agree that you, your affiliates and your providers will not under any circumstances be liable to me or any other Person for any direct or indirect loss or damage, including without limitation loss of use, loss of production, loss of income or profits (anticipated or otherwise), loss of markets, economic loss, special, incidental, indirect or consequential loss or damage or exemplary or punitive damages, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, arising from, connected with, or relating to the access to and use of the Website by me or any other Person, and regardless of any negligence or other fault or wrongdoing by you, your affiliates or your providers or any Person for whom you, your affiliates or your providers may be responsible, and notwithstanding that you, your affiliates or your providers may have been advised of the possibility of such loss or damages being incurred by you or any other Person.

Without limiting the generality of the preceding paragraph, you, your affiliates and your providers will not be liable to me or any other Person for any loss or damage suffered by me or any other Person as a result of any failure or refusal by you, your affiliates and your providers to give effect to, or for any failure or delay by you, your affiliates and your providers in receiving, accessing, processing or accepting, any communication (including an Internet Banking transaction or an on-line application) sent to you, your affiliates and your providers by means of the Website or otherwise, or for any loss or damage suffered as a result of the operational failure, malfunction, interruption, change, amendment or withdrawal of the Website or email services.

**Liability Limitation:** Without limiting the previous paragraphs, in no event your, your affiliates or your providers total liability to me or any other Person for any claims, proceedings, liabilities, obligations, damages, losses, and costs, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, and regardless of any negligence or other fault or wrongdoing by you, your affiliates or your providers or any Person for whom you, your affiliates or your providers is responsible, will exceed \$100.00 (one hundred Bermuda Dollars).

Advice and information provided by you, your affiliates, your providers or your respective representatives, whether oral or written, will not create any representation, warranty or condition or vary or amend this Agreement, including the above disclaimer, liability exclusion, liability limitation and you may not rely upon any such advice or information.

**Fair Allocation of Risk and Liability:** I acknowledge and agree that this Agreement represents a fair allocation of



risk and liability.

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions. Such legislative limitations may apply to me.

## 17. Other Agreements

This Agreement is in addition to any other agreements I have with you (now or in the future). If there is a conflict between this Agreement and any other agreements I have with you, this Agreement will prevail in respect to the matters which are the subject of the use of the Website unless the other agreement expressly states otherwise.

## 18. Termination of this Agreement and the Website

If I breach any provision of this Agreement, I may no longer use the Website. You may, at any time and for any reason and in your sole discretion:

- (a) change, suspend or terminate, temporarily or permanently, the Website or any part of it; or
- (b) restrict, suspend or terminate (in whole or in part) my permission to access or use the Website; all without any notice or liability to me or any other Person.

If this Agreement or my permission to access or use the Website is terminated by me, or by a Person I represent, or by you, this Agreement and all other then existing agreements between you and I or any Persons I represent will continue to apply and be binding upon me and any Persons I represent, jointly and severally, regarding my prior access to and use of the Website, and anything connected with, relating to or arising there from.

## 19. Changes to this Agreement

Notwithstanding any other terms in any other agreements I have with you, you may, in your sole discretion, change, supplement or amend this Agreement from time to time, for any reason, and without any prior notice or liability to me or any other Person. Any such change, supplement or amendment of this Agreement will become effective on the thirtieth (30<sup>th</sup>) day following you posting a revised agreement on the Website. Each time I use the Website, I should check the date of this Agreement (which appears at the end of this Agreement) and review any changes since the last version.

## 20. Resolving Disputes

With You: If I have a dispute with you regarding any matter related to the Website, I will bring it to your attention. I will not initiate any proceedings relating to any dispute arising from this Agreement until after I provide you with written notice of the nature of the dispute, and allow you 21 (twenty one) working days from the delivery of such notice to you to resolve the dispute to my satisfaction and any proceeding commenced in contravention hereof will be a nullity.

## 21. Collection, Processing and Sharing of Customer Information

### General:

This section explains how you will use information about me and Connected Persons. By using the Services, I agree that you and members of the HSBC Group shall use Customer Information in accordance with the terms of this Agreement.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group) other than where (i) you are legally required to disclose (ii) you have a public duty to disclose (iii) you or a third party's legitimate business purposes require disclosure (iv) the disclosure is made with my consent or (v) it is disclosed as set out as in this Agreement:

### 21.1 Collection

You and other members of the HSBC Group may collect, use and share Customer Information (including relevant information about me, my transactions, my use of your products and services, and my relationships with the HSBC Group). Customer Information may be requested from me (or a person acting on my behalf), or may also be collected by or on behalf of you, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to you or any member of the HSBC Group.

### 21.2 Processing

You and/or members of the HSBC Group will process, transfer and disclose Customer Information in connection with the following Purposes: (a) providing Services and for any transactions requested or authorised by me, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from me, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending your, or a member of the HSBC Group's, rights, (g) for internal operational requirements of you or the HSBC Group (including, without limitation, credit and risk management,

system or product development and planning, insurance, audit and administrative purposes), (h) maintaining your overall relationship with me (including marketing or promoting financial services or related products to me and market research) (the "Purposes").

### 21.3 Sharing

By using the Services, I agree that you may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients (who may also process, transfer and disclose such Customer Information for the Purposes):

- (a) any member of the HSBC Group;
- (b) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- (c) in response to any requests from any Authorities;
- (d) anyone acting on my behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which I have an interest in securities (where such securities are held by you for me);
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (g) any third party fund manager who provides asset management services to me;
- (h) any introducing broker to whom you provide introductions or referrals;
- (i) in connection with any of your business transfers, disposals, mergers or acquisitions;  
wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

### 21.4 My Obligations

- (a) I agree to inform you promptly, and in any event, within 30 (thirty) days in writing if there are any changes to Customer Information supplied to you or a member of the HSBC

Group from time to time, and to respond to any request from, you, or a member of the HSBC Group.

- (b) I confirm that every Connected Person/person whose information (including Personal Data or Tax Information) that has been provided to you or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Agreement. I shall advise Connected Persons/such persons that they may have rights of access to, and correction of, their Personal Data.

- (c) Where:

- I fail to provide Customer Information that you reasonably request, or
- I withhold or withdraw any consents which you may need to process, transfer or disclose Customer Information for the Purposes, or
- you or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or I present a potential Financial Crime risk to a member of the HSBC Group,

You may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to me and reserve the right to terminate your business relationship with me;
- (b) take actions necessary for you or a member of the HSBC Group to meet Compliance Obligations; and/or
- (c) block, transfer or close my Account(s).

In addition, my failure to supply my, or a Connected Person's Tax Information and accompanying statements, waivers and consents, may result in you making your own decision with respect to my status, including whether to report me to a Tax Authority, and may require you or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

## 22. Data Protection

22.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

22.2 Under relevant data protection legislation, an individual has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

### 23. Financial Crime Risk Management Activity

23.1 You, and members of the HSBC Group, are required, and may take any action you consider appropriate in your and their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity").

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by me, or on my behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming my identity and status.

23.2 To the extent permissible by law, neither you nor any other member of HSBC Group shall be liable to me or any third party in respect of any Loss whether incurred by me or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

### 24. Tax Compliance

I, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that we are solely responsible for understanding and complying with our tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of Account(s) and/or Services provided by you and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of my or the Connected Person's place of domicile, residence, citizenship or incorporation. You and/or any member of the HSBC Group does

not provide tax advice. I am advised to seek independent legal and/or tax advice. You and/or any member of the HSBC Group has no responsibility in respect of my tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of Account(s) and/or Services provided by you and/or members of the HSBC Group.

For information about the principles of privacy observed by you, I will consult your Privacy Statement, available at your nearest branches or [www.hsbc.bm](http://www.hsbc.bm)

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### 25. Governing Law


This Agreement and all issues relating to the Website will be governed exclusively by the laws of Bermuda and I hereby agree to exclusively attorn to and be bound by the courts of Bermuda, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

### 26. General Terms

26.1 Notices: Except as expressly set forth in this Agreement or requested by you, all notices required to be given under this Agreement will be in writing and communicated by Electronic Means, postal mail, courier or hand delivery. If by Electronic Means, the document is deemed received twenty-four (24) hours after transmission. If by postal mail, the document is deemed received five (5) calendar days after posting.

26.2 Severance: If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severed from the rest of this Agreement and will not affect the validity and enforceability of any remaining provisions. If all or any part of the provisions of this Agreement become illegal, invalid or unenforceable in any respect of the laws of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdiction or the remainder of this Agreement in that jurisdiction.

26.3 No Waiver: No consent or waiver by any party to or of any breach by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations



of that party. No consent or waiver will be effective unless in writing and signed by all parties.

The provisions of this Agreement will take effect to the benefit of and be binding upon you, your affiliates and your providers and each of your respective successors and assigns and related Persons, and me and my heirs, executors, administrators, successors, and personal representatives, and all Persons I represent and their respective successors, assigns and related Persons. I and the Persons I represent may not assign this Agreement or the rights and obligations under this Agreement without your express prior written consent, which may be withheld in your discretion. You may assign this Agreement and your rights and obligations under this Agreement without my consent or the consent of any Persons I represent.

Your records regarding my access to and use of the Website and any communications through the Website or email are, unless shown to be wrong, conclusive evidence of my access to and use of the Website and of the communications.

I agree not to object to the admission of your records as evidence in any legal proceeding on the ground that the records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer.

Notwithstanding any other provision of this Agreement to the contrary, the following provisions of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect and be binding upon the parties as applicable: 03. Permitted Users; 13. Other Business and Sites; 15. Postings; 16. Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity; 18. Termination of this Agreement and the Website; 21. Collection, Processing and Sharing of Customer Information.

Any rights not expressly granted by this Agreement are reserved to you.

***THIS VERSION OF THIS AGREEMENT HAS BEEN IN EFFECT SINCE MAY 2014.***

[www.hsbc.bm](http://www.hsbc.bm)

HSBC Bank Bermuda Limited  
6 Front Street, Hamilton HM 11, Bermuda

May 2014

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