



# Global View Terms & Conditions (“Terms”)

October 2023 Version – including viewing accounts with Approved Third Parties

These Terms apply to the provision of the Global View Service by applicable HSBC entities. They replace any earlier versions of the Terms you may have previously agreed to when you linked accounts through Global View.

## Note for use with HSBC Canada

[HSBC Canada] (“HSBC Canada”), will soon form part of the [Royal Bank of Canada Group] (“RBC”). If you choose to link accounts held with a HSBC entity to HSBC Canada now, you will be consenting to the ongoing sharing of Account Information of your HSBC Linked Accounts with RBC as an Approved Third Party in accordance with the terms below. This will enable you to continue to see your Linked Accounts held with HSBC entities in RBC online banking and to see your new RBC accounts within HSBC Global View. For this two-way exchange to occur, you will need to provide a similar consent to RBC to permit them to share your RBC Account Information with us.

If you do not want to retain this service and share your Account Information with RBC, please do not link your accounts with HSBC Canada.

(Where not defined, all terms as used in this introduction, as defined below).

## What is HSBC Global View?

HSBC Global View (“Global View” or the “Service”) enables you to link and view, through HSBC Online and / or Mobile Banking, HSBC accounts held in more than one jurisdiction.

In certain circumstances, you may also be able to link and view accounts held with third party financial institutions (an “Approved Third Party”), where HSBC has arrangements with the Approved Third Party to make the relevant accounts viewable via Global View. When you request us to link with an Approved Third Party (and also provide your agreement to that Approved Third Party to link to HSBC), this will result in HSBC accounts that you have linked through the Service being available to view through the online and / or mobile banking services provided by the Approved Third Party and the relevant Approved Third Party accounts being available to view in Global View (subject to the terms you will agree with the Approved Third Party)..

When you link HSBC and / or Approved Third Party accounts through the Service, these are known as your “Linked Accounts”. Linking with other HSBC entities or an Approved Third Party through the Service results in all Linked Accounts at any given point being shared and viewable with the linked HSBC entities or the Approved Third Parties, so long as they remain linked.

The Service is not available in all countries / regions and is not accessible via mobile devices in all countries / regions. In addition, aspects of the Service, e.g. accounts that can be linked / viewed

or the ability to carry out transfers between accounts may not be available in all places or when the Service is operating with an Approved Third Party.

The Service is provided by the HSBC entity that provides the Online and/or Mobile Banking which you are accessing to view, and through which you have linked, your accounts. The words "we" and "us" and "our" are used in these Terms to refer to that HSBC entity.

## **A. Use of the Service**

### **1. Your Information**

You agree we may access, use, retrieve and share information ("**Account Information**", as detailed further below) in respect of your Linked Accounts to provide the Service to you. To the extent that any of your Account Information contains personal information, you acknowledge that such personal information will be processed in accordance with our Privacy Notice and any Other Terms you have received (as referred to in Section D (1) below). If, as requested by you, Account Information of HSBC Linked Accounts are shared with an Approved Third Party this is done so on the basis that each Approved Third Party is acting as an independent controller and individually responsible for the separate processing that it carries out. Please refer to applicable terms and / or Privacy Notices of any Approved Third Party if you have queries around how they may handle your data.

Account Information shared / made available through use of the Service includes information necessary to provide you with a summary of your Linked Accounts; for example, your Account number, country / region information, a product description, account status, available balance amount, currency code and last update date.). Only information that is necessary to provide the Service will be shared and information will be always subject to appropriate security protections.

### **2. Account Access**

You agree that our and any Approved Third Parties' employees, regulators, third party service providers, auditors, legal advisers and other agents may have access to your information (including, any Account Information) as reasonably required to provide the Service, investigate complaints and comply with applicable law, regulation and any applicable code.

### **3. Service Instructions**

You agree to comply with any instructions we notify to you at any time in connection with the use of the Service or the security of the Service. We will never contact you to ask for your password(s) or logon information. You agree not to: (i) use the Service for illegal or dishonest purposes or in any way that breaches any applicable local, national or international law or regulation; or (ii) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware or any other harmful programs or similar computer code designed to adversely affect the operation of the Services or any computer software or hardware.

### **4. Our Rights in the Service**

You acknowledge and agree that HSBC owns all rights in the Service and the content displayed on our site(s). You are only permitted to use this content in connection with the Service. You may not copy, reproduce, distribute, or create derivative works from this content. You also agree not

to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Service.

## **5. Tax and Regulatory Authorities Access to Information**

You acknowledge that by using the Service to view Linked Accounts you hold in a particular country / region, this may mean that tax and/or regulatory authorities in other countries / regions where you have other Linked Accounts may, by law, have the right of access to your Account Information. This may include the jurisdictions of an Approved Third Party that you have asked us to share your Account Information within order to view Linked Accounts.

If you have concerns regarding this, you may wish to seek guidance from tax and / or legal advisers.

## **B. Cancellation, Discontinuance and Changes**

### **1. Cancellation of the Service**

You may cancel the Service at any time. Upon receipt of your request to cancel the Service, the linking of your HSBC and any Approved Third Party accounts will cease. You may also request, at any time, that one or more of the jurisdictions where you have Linked Accounts be removed from the Service. The Service will be cancelled if you remove all Linked Accounts from the Service. Account Information in respect of Linked Accounts shared prior to a cancellation of the Service or the removal of Linked Accounts, may be retained by the other HSBC entities or, where applicable, Approved Third Parties that were previously linked even after such cancellation or removal. You should review the applicable Privacy Notices of the relevant entities or of Approved Third Parties for more information.

### **2. Discontinuation of the Service**

We **reserve** the right to discontinue, temporarily or permanently, the Service at any time either with or without notice if you are in breach of these Terms or the terms of any other agreement with us or if you no longer meet our qualifying criteria or if there is a suspected breach of security or if we need to carry out maintenance or if for commercial, legal or regulatory reasons, we consider at any time the provision of the Service is no longer viable.

### **3. Changes to the Service and to these Terms**

We may change the Service and /or these Terms at any time including by removing accounts or countries / regions in which the Service is available, or by removing the ability to link and view accounts with Approved Third Parties. Where necessary we will give you such notice as is required by law, regulation or any applicable code. We may also introduce a fee for using the Service by giving you such notice as is required by law, regulation or any applicable code. If you do not agree to any changes we make (including if we introduce a fee), you may stop using the Service before the changes are made. You agree that we will not be responsible to you or to any third party for any changes to, or for any discontinuance of, the Service.

## **C. No Warranties and Limits to our Liability**

### **1. No warranties**

We will take reasonable care to ensure that any information provided to you through your use of the Service is an accurate reflection of the information contained in our computer systems, or

where the information is provided by a third party (including any Approved Third Party), accurately reflects the information we receive from that third party; however, due to the nature of the Service and to circumstances beyond our reasonable control, you acknowledge that we make no representations, warranties or guarantees, whether express or implied, that the content made available through the Service is accurate, complete or up to date.

## **2. Limits to our liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Whilst you can usually always use the Service, occasionally repairs, updates and maintenance on our systems may mean some or all of the Service either is not available or may be slow for a period. We won't be liable to you if you suffer any loss in such circumstances. This is because you should be able to give us instructions or obtain the information accessed through the Service by other means, for example by calling us or coming into one of our branches. Subject to the liability provisions of any Other Terms (as defined below), if something goes wrong and it's our fault, we'll make good your direct losses however there are some things we're not responsible for as they are out of our control or are unforeseeable, for example, due to extreme weather, armed conflict or any device, hardware or software you use to access the Service is damaged or corrupted or doesn't work or we're prevented from providing the Service (or a part of the Service) because of something an Approved Third Party has / has not done. You agree not to use our Services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or indirect or consequential loss or damage resulting from your use of the Service.

## **3. Authorised Third Parties**

HSBC is not responsible for Approved Third Party services. Authorised Third Parties are solely responsible for their services to you, including the systems used to allow you to view the information of your HSBC Linked Accounts. Other than sharing Account Information as provided herein HSBC does not offer additional service to the Authorised Third Parties under Global View and does not receive or otherwise offer to you services provided by such Authorised Third Parties. HSBC is not liable and does not guarantee the services offered by the Authorized Third Parties or their availability. By requesting HSBC to share Account Information with the Authorised Third Parties you acknowledge and accept that once such information is transferred it will be under the control and responsibility of the Authorised Third Party, and that HSBC will not be liable or offer any guarantee with respect to the processing of such information.

## **D. Other Terms Applying**

### **1. Other Terms**

These Terms are in addition to and do not replace any other terms or Privacy Notices that you have with us, the HSBC entity that provides your Linked Accounts, or any Approved Third Parties (the "Other Terms"). Such Other Terms shall remain in full force and effect.

### **2. Conflict**

In the event that these Terms conflict with the Other Terms, these Terms shall prevail to the extent they relate to the Service and to the extent that such prevailing term complies with applicable law, regulation and / or code. You must not conduct transactions which under any Other Terms are contrary to applicable sanctions (including if you are a US person or subject to OFAC sanctions).

## E. Miscellaneous

1. The Service is personal to you and you may not assign it to anyone.
2. Unless we tell you otherwise, all notices we give you or you give us shall be in writing and may be given by electronic mail on the same basis as (and subject to the same conditions as) the Other Terms as they apply to us and you. Additionally, unless prohibited by law, regulation or any applicable code, we may give you notice by message we broadcast through the Service or through our Online and/or Mobile Banking.
3. Any relaxation by us of these Terms at any time does not affect our right to enforce these Terms at any time.
4. If any of these Terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intention of the parties with all the other provisions remaining in full force and effect.
5. These Terms are the entire understanding between you and us about the Service.
6. These Terms shall be governed by the law of the country / region of the HSBC entity that provides the Service to you and through which you linked your accounts. To the extent allowed by law, you agree to the non-exclusive jurisdiction of the courts of that jurisdiction. For example, if you are accessing the Service through HSBC Online and / or Mobile Banking in the UK, the governing law and jurisdiction will be England and Wales.

## F. Global Transfer

Global Transfer (the “**Global Transfer Service**” or “**Global Transfer**”) is a service within Global View that enables HSBC customers a convenient way to transfer money between HSBC accounts linked in Global View. The Global Transfer Service may not be available in all countries / regions or in respect of Linked Accounts that you hold with an Approved Third Party.

The Global Transfer Service may also be subject to additional terms and conditions that have been provided to you by the HSBC entity that provides your Linked account.

**Specific additional terms relating to the Global Transfer Service: only applicable when executing a transfer with an account held with the Hongkong and Shanghai Banking Corporation Limited, India (“HSBC India”)**

1. HSBC India shall not be liable for any fluctuations in foreign currency exchanges.
2. All fund transfer requests involving currencies apart from USD will be first converted to USD and then to the eventual currency intended.
3. All foreign currency transactions through HSBC India are subject to applicable taxes. A service charge of ` 310/- (inclusive of applicable taxes\*\*) per transaction will be levied for every outward Global Transfer by HSBC India. This charge does not apply to HSBC Premier customers.
4. HSBC India shall debit the customer’s account with the instructed debit amount in the domestic currency and credit to be effected in currencies other than the domestic currency of

issuance after conversion into the intended currency at the prevailing exchange rate as determined by HSBC India on the day of conversion.

5. Outward transfers from India using the HSBC India's Personal Internet banking services are only permissible through NRE accounts.

Where a transfer takes place involving 1 or 2 unsupported currencies, the customer will always receive an indicative exchange rate on the review details screen. Where the 'unsupported currency entity' treasury is 'open', the actual exchange rate that is applied to the transfer will be displayed on the confirmation page, and the transfer will be processed 'real time'. Where that treasury is closed, the indication rate will be displayed on the confirmation page as well. The debit will be processed 'real time' and the credit will be processed when the local treasury is open (the customer will be advised on the delay in the credit on screen). The actual amounts and exchange rate used will be displayed to the customer in Global Transfers history once the transfer has been processed. 'Instant Credit' and 'Real Time rates' for transactions between two countries / regions will be made available only if the transaction is made between two currencies as listed below and during working hours of both countries / regions. In case, the transaction pertains to any currencies other than the currencies listed below, the same will be executed on the next working day and then the prevailing exchange rate will be applicable. The listed currencies are AUD, GBP, SGD, CAD, HKD, THB, CHF, JPY, USD, EUR, NZD, AED, ILS, SAR, BHD, KWD, SEK, BND, MXN, TYR, CZK, NOK, ZAR, and DKK. Supported currencies (AUD, CAD, CHF, DKK, EUR, FJD, GBP, HKD, INR, MXN, JPY, SGD, USD, ZAR, NZD) are the ones where immediate transfers are made 'near real time#' with an exception of 1st January when Hong Kong Treasury is not open for trading. The exchange rate applied as well as debit and credit amount of the Global Transfer is advised by Global Transfer Service. All other currencies, other than the above, are deemed to be 'unsupported currencies'..

#Near real time = as soon as any automated checking has been complete.

6. Customers are required to check the status of all transactions including any unsuccessful transfer in the 'Transfer History' page before retrying the same and the HSBC India shall not be responsible if such transfer has not been effected for any reason whatsoever.
7. The 'lobal Transfer Service may only be available in selective countries only. In India, the Global Transfer Service is subject to applicable restrictions under Foreign Exchange Management Act, 1999.
8. The Global Transfer Service is not applicable to telegraphic transfers set-up via standing instructions.
9. Customers shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the customer's accounts for the purpose of the internet requests or other instructions to make transfers and the HSBC India shall not be liable for any consequences arising out of its failure to carry out such instructions where there is insufficient funds. Further, in cases where there are insufficient funds, HSBC India may nevertheless execute an instruction in respect of a transfer requested without seeking prior approval from or notice to customer and the customer shall be responsible to repay with interest/pay with profit the resulting overdraft/cashline, advance or credit thereby created and for all related charges. HSBC India will also not be liable for receipt of the transaction details by a third party on account of any negligence or omissions and commissions not attributable to the bank.

10. The daily transactional limit for any outward transfer is set at equivalent of USD 1,00,000 that includes all types of own account transfers. This is subject to the permissible limits set by the Reserve Bank of India as per the type of outward transfers.
11. The transaction will be carried out subject to availability of cleared funds in the debit account on the effective date. If this effective date happens to be a Sunday or a bank holiday, the transaction will get processed on the next 'working day'. The term 'working days' refers to days that are bank working days in both, the country / region of remittance and HSBC India.
12. HSBC India shall not be liable for any transactions not carried out due to any technical reason.
13. HSBC India shall terminate the Global Transfer facility with immediate effect on occurrence of the following events:
  - i. Failure to comply with the terms and conditions herein set forth; or
  - ii. An event of default under any agreement or commitment (contingent or otherwise) entered into with HSBC India; or
  - iii. The customer becoming the subject of bankruptcy, insolvency proceedings or proceedings of a similar nature; or
  - iv. Demise of the customer; or
  - v. Any other cause arising out of operation of law.

\*\* Please note that the basis Goods and Services Tax (GST) regulations and notified GST rates, Central GST or Inter-State GST, as applicable, will apply on our fees and charges with effect from 1 July 2017.