

Global View Terms & Conditions

HSBC Global View (the “Service”) is provided by HSBC Holdings plc and its worldwide subsidiaries (each of which is included when the words “we” and “us” and “our” and “HSBC” are used in these Terms). The Service enables you to link and view on a HSBC internet website, in any one country in the world, your HSBC accounts held and accessible through HSBC Online Banking in that country with your HSBC accounts held and accessible through HSBC Online Banking in any other country. The Service is not available in all countries.

Please read these terms and conditions (“Terms”) before you begin using the Service and linking your accounts.

A. Use of the Service

1. **Information You Provide.** You agree we may use any information you provide to us or which we hold about you (whether in connection with the Service or otherwise) but only as required to provide the Service to you.
2. **Account Access.** You agree that our employees, regulators, third party service providers, auditors, legal advisers and other agents may have access to your information as reasonably required to provide the Service, investigate complaints and comply with applicable law, regulation and any applicable code.
3. **Your HSBC Accounts.** By using the Service, you agree that we may access and link your HSBC accounts held in any country in the world by accessing and linking on your behalf, the HSBC web sites designated by you, to retrieve your account information and to use and hold the information on our servers (wherever they may be located in the world) in connection with providing the Service and you hereby appoint us as your agent for this limited purpose. You confirm that you are the legal owner of the account(s) designated by you and that you have authority to use the Service.
4. **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 use the Service for illegal purposes.

5. **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.
6. **Tax and Regulatory Authorities.** You acknowledge that by using the Service to link and view your HSBC account(s) held in any one country in the world (the “First Country”), with your HSBC account(s) held in any other country in the world, that this may mean that tax and/or regulatory authorities in such other country in the world where your HSBC account(s) is held may, by law, have the right of access to your HSBC account information relating to your account(s) held in the First Country and vice versa. You may wish to seek guidance on this from your tax and legal advisers.

B. Service Security

The following provisions are for the benefit and security of all users of the Service.

1. **Provide Accurate Information.** You agree to provide true, accurate, current and complete information about yourself as requested in linking your account(s). You also agree to keep your account information up to date and accurate at all times.
2. **Keep Your Password(s) Safe.** You are responsible for maintaining the confidentiality of your password(s) and other security details relating to the Service. Your password(s) and other security details must not be disclosed to anyone, other than as required to use the Service. Please notify us immediately of any unauthorized use of your password(s) or of any other breach of security. Except to the extent required by law, regulation or any applicable code, we will not be liable to you for any loss that you may incur as a result of someone else using your password(s) in connection with the Service. You must not use another person’s password(s) at any time.

C. Cancellation, Discontinuance and Changes

1. Cancellation of the Service. You may cancel the Service at any time by giving us notice. Upon receipt of your request to cancel the Service, the linking of your account(s) will cease. You may also request, at any time, that one or more of your linked accounts be removed from the Service. The Service will be cancelled if you remove all your linked accounts from the Service.
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 for technical reasons or to improve the Service by giving 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 liable to you or to any third party for any changes to or for any discontinuance of the Service.

D. No Warranties, Limits to our Liability and Indemnity

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, accurately reflects the information we receive from that third party. Due to the nature of the Service and to circumstances beyond our reasonable control, YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION OR ANY APPLICABLE CODE, THE SERVICE IS PROVIDED

WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITS TO OUR LIABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION AND ANY APPLICABLE CODE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORISED ACCESS TO THE SERVICE; (iii) STATEMENTS OR CONDUCT OF ANYONE IN THE COURSE OF PROVIDING THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.
3. Indemnity. You agree to indemnify and fully compensate us and our service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from your breach of these Terms or by your infringement of any of our intellectual property rights.

E. Other Terms Applying

These Terms shall not affect the terms of any agreement including HSBC Bank/HSBC Amanah Malaysia Universal Terms and Conditions (“UTC”), and Online and Mobile Banking Terms and Conditions (as amended from time to time) (collectively referred to as the “Other Terms”) that may apply to you relating to the use or operation of our Online Banking service(s) in respect of your account(s) and the Other Terms shall remain in full force and effect. In the event that these Terms conflict with the Other Terms, these Terms shall prevail to the extent they relate specifically to the Service, they comply with the law, regulation and any applicable code and to the extent of any such conflict. You must not conduct transactions under Other Terms contrary to applicable sanctions (including if you are a US person, OFAC sanctions).

F. Miscellaneous

1. The Service is personal to you and you may not assign it to anyone. You agree not to make any commercial use of the Service.
2. Unless otherwise provided in these Terms, all notices we give you or you give us shall be subject to the same terms and conditions as provided in the Online and Mobile Banking Terms and Conditions. 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 Banking service.
3. Any relaxation by us of these Terms at any time does not affect our right to enforce these Terms strictly 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 jurisdiction or country in which your HSBC account(s) is held in respect of which you first use the Service to link that account(s) to account(s) held in another country or jurisdiction and to the extent allowed by law, you agree to the non exclusive jurisdiction of the courts of that jurisdiction or country.

G. Acceptance of these Terms

When you tick/check the box below, you confirm:

1. You are eighteen years or over (or such other age as is required by law, regulation or any applicable code for you to enter into a contract) and
2. You agree to these Terms

If you do not agree to all of these Terms, you will not be able to use the Service.

Important Notice:

The use of this Service is governed by the Online and Mobile Banking Terms and Conditions and Global View Terms and Conditions.

The intended transaction being carried out may not always be simultaneous with the instruction being given.

The receipt of funds in your intended account of transfer is dependent on various factors including the type of currency, the processing hours, weekends and public holidays in the receiving country.

HSBC shall not in any way be held liable for any delay or rejection of any application for transfer of funds not caused by the HSBC or relevant intermediary

In some cases, the exchange rate displayed is an indicative rate only and the actual rate applied may differ as HSBC is unable to obtain a real time exchange rate for the currencies that you have selected. The exchange rate for the currencies where real time rates are not available are fixed by HSBC on a daily basis.