

Business Banking Deposit Accounts - Terms and Conditions

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Introduction

This document sets out the rights, terms, conditions and obligations attaching to the following HSBC accounts:

- ▶ Business Transaction Account;
- ▶ Business Multi Currency Account; and
- ▶ Business Term Deposit Account,

(each referred to throughout this document as an **“Account”**) and the electronic access methods available on the Account.

When you open an Account with HSBC, you are entering into a contract with HSBC in relation to your Account. Your contract is made up of:

- ▶ this document;
- ▶ your Account Opening Documents;
- ▶ the Product Schedule in this document for that Account;
- ▶ the Corporate Banking fees and charges guide, as amended from time to time;
- ▶ the document setting out the interest rates applicable to your Account which will be available at www.hsbc.com.au; and
- ▶ in relation to a Business Term Deposit Account, your New Term Deposit Details.

When read together, these documents (referred to throughout this document as the **Terms and Conditions**) govern the relationship between you and HSBC in relation to the Account in your name and the way in which you access the Account. Any previous arrangement or agreement with respect to the Account is replaced by the Terms and Conditions. It is advisable for you to read the Terms and Conditions carefully. If you do not understand any part of them, or if you have any questions, please speak with a staff member of any HSBC branch or call our Customer Service Line on 1300 731 720 (or from overseas call +61 2 9005 8414).

Notwithstanding any other provisions in this document, the Relationship Terms of Business issued to you, as amended from time to time in accordance with its terms (the **“Relationship Terms of Business”**), is incorporated into and forms part of this document. In the event of any inconsistency between this document and the Relationship Terms of Business, the Relationship Terms of Business shall prevail.

Part A: Definitions

1 Definitions

1.1 The following expressions have the following meaning where used anywhere in this document:

“Account Opening Document” means any account opening form (either in paper or electronic format), signature card, mandate or other document or agreement signed or entered into in connection with the opening or maintaining of your Account or any linked overdraft facility or Business Visa Debit Card.

“Additional Card” means a Business Visa Debit Card issued to a person who is not an Authorised Signatory.

“ATM Operator Fees” means the fees that may be charged to your Account if you use an ATM that is owned or operated by another financial institution, bank or their service providers.

“Australian Dollars”; “AUD” or “\$” means the lawful currency of Australia.

“Authorised Signatory” means a person authorised by you to operate an Account and accepted by us at the relevant time as an Authorised Signatory.

“Available Funds” means at any time in relation to an Account, the credit balance of the Account at that time, less the aggregate amount of all cheques deposited to the Account which at that time have not been cleared and any other amounts which are not cleared or are reserved by HSBC for any reason.

“Banking Day” means, for any purpose, any day other than a Saturday or Sunday on which one or more branches of HSBC are open in Australia and, if the Account is in a currency other than Australian Dollars, which is also a day other than a Saturday or Sunday on which banks are open for business in any place with which HSBC needs to communicate or effect or arrange any payment, currency conversion or other transaction for that purpose.

“Base Lending Rate” means, in relation to a currency, the base lending rate for that currency as established and quoted by us from time to time.

“Business Visa Debit Card” means a Business Visa Debit Card issued to a Cardholder by HSBC for use at EFT Terminals to access your EFT Accounts. (Please refer to Part C Banking Electronically Terms for definitions of “Cardholder”, “EFT Terminals” and “EFT Accounts”.)

“Cardholder” means a person who holds a Business Visa Debit Card. A Cardholder is a kind of Delegate.

“Communication” means any form of communication, from you to us including Electronic Instructions.

“Delegate” means you and any person authorised by you and us to use our Phone Banking Service, HSBC*net* or a Business Visa Debit Card to access and operate your Account. You can appoint different people as Delegates for Phone Banking Service, HSBC*net* and Business Visa Debit Card (called Cardholders).

“Electronic Instructions” means any instructions in respect to your Account, which are provided to us by you and/or any Authorised Signatory via electronic methods including but not limited to telephone, email, telex, cable, facsimile or any other electronic means agreed by us from time to time.

“Excess Rate” means our applicable Base Lending Rate plus 5% per annum.

“GST” has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.

“HSBC”, “we”, “our” or “us” means HSBC Bank Australia Limited ABN 48 006 434 162 AFSL 232595.

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

“HSBC*net*” means the internet based electronic banking system developed by HSBC Group and made available to you under terms and conditions and customer agreements specified by HSBC from time to time (including a HSBC*net* Customer Agreement entered into or to be entered into between you or another corporate entity in your corporate group (where applicable) and a member of the HSBC Group).

“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.

“New Term Deposit Details” means, in relation to a Business Term Deposit Account, the document called “New Term Deposit Details” (which is posted to you after your Business Term Deposit Account is opened) which sets out information about your Business Term Deposit Account, including the amount of the deposit, the term and your instructions about what should happen on maturity (if provided). If you open your Business Term Deposit Account online, your New Term Deposit Details will also include a transaction reference number.

“Primary Card” means a Business Visa Debit Card issued to an Authorised Signatory.

“Privacy Policy” means the document located at www.hsbc.com.au or is otherwise available upon request.

“Product Schedule” means, in respect of an Account, the relevant Product Schedule for that type of Account as set out at the end of this document.

“Regulation” in relation to Euro currency, means regulation (EC No. 1103/97) pronounced by the Council of the European Union, or any replacement regulation.

“you” or **“your”** means the person(s) named as a customer in the Account Opening Document and where the context permits, it includes all of them. If there is more than one person named as a customer or Account holder, references to you mean each person separately and every two or more persons jointly. **“You”** includes your successors and assigns.

Part B: Account Terms

1 Account Opening

- 1.1 You must supply the documents, information and authorisations HSBC requires (including, without limitation, the Account Opening Documents)

for the purposes of opening and maintaining an Account and to meet HSBC's regulatory obligations. We may conduct searches of public registers to obtain or verify information. If we do this we will charge you a fee.

- 1.2 We may reject an application for the Account.
- 1.3 Minimum opening balances may apply to your Account. Please refer to the relevant Product Schedule for information regarding minimum opening balances applicable to your Account.

2 Joint Accounts

- 2.1 Where the Account is in the name of more than one person, the following applies:
 - (a) the credit balance in the Account will be held jointly by all of you – this means that each of you separately, and all of you together, have the right to all of the Available Funds in the Account;
 - (b) if the Account at any time has a debit balance, then all of you together and each of you individually, will be liable to repay the whole of the debit balance; and any other amounts payable under the Terms and Conditions;
 - (c) instructions in respect of the Account may be given only in accordance with the election made by you in the Account Opening Documents except that if we become aware of a dispute between you, we may decide not to operate the Account until all of you have signed an authority for us to act;
 - (d) if one of you dies or ceases to exist, your ownership interest in the Account passes automatically to the surviving Account holder(s); and
 - (e) we can send notices, statements and other documents (including any notifying changes to the Terms and Conditions) by mailing them to any of you and they will be taken to have been given to all of you.

3 Trust Accounts

- 3.1 You must tell us if you open an Account as trustee and give us the full name of the trust. You must also provide us with a copy of the document creating the trust. If you are the trustee(s) of a trust then:

- (a) the Terms and Conditions will bind you both personally and as trustee(s) of the trust;
- (b) you promise you are the only trustee(s) of the trust, the trust is validly constituted and you as trustee(s) have power to enter into the Terms and Conditions;
- (c) you promise to comply with your duties as trustee(s); and
- (d) you acknowledge and agree that all the provisions under "Joint Accounts" apply in respect of your Account if you open the Account as co-trustees of a trust.

4 Partnership Accounts

- 4.1 If you are a partnership, each partner in the partnership acknowledges and agrees that:
- (a) the Terms and Conditions bind all the partners of the partnership jointly and each severally. References to "you" or "your" in the Terms and Conditions refer to each partner;
 - (b) any notice by any one or more partner binds all partners;
 - (c) the Terms and Conditions continue to bind the partners of the partnership despite the dissolution, or any change at any time in the constitution of, the partnership;
 - (d) all the provisions under "Joint Accounts" apply in respect of your Account.

5 Authorised Signatories

- 5.1 You may give a person who is at least 18 years of age the authority to operate an Account on your behalf as an Authorised Signatory. To do this you will need to sign the documentation we require.
- 5.2 Access to an Account by an Authorised Signatory is subject to our requirements from time to time. All Authorised Signatories must be identified in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and HSBC's policies.
- 5.3 You should ensure that any Authorised Signatory has read and

understood the Terms and Conditions. If they do not comply with any of the Terms and Conditions, the result will be the same as if you had not complied.

- 5.4 You must tell us in writing if you want to cancel the authority of an Authorised Signatory on any Account. You remain responsible for all transactions made by the Authorised Signatory until we have received your cancellation of the authority in writing.
- 5.5 We may suspend the operation of an Account at any time if we are aware of a dispute or discrepancy regarding your Authorised Signatory.

6 Deposits

- 6.1 The Account may be subject to a minimum opening balance. Please refer to the relevant Product Schedule for information regarding minimum opening balance applicable to your Account.
- 6.2 We may impose restrictions on the minimum and maximum amounts that we accept as deposits.
- 6.3 We may set restrictions of how deposits are able to be made to an Account.
- 6.4 You will need to arrange any automatic direct deposit with the person who will make the deposit.
- 6.5 If a cheque is deposited, or sums are otherwise transferred, to an Account the amount of the cheque or sums transferred will be credited to the Account by close of business on the Banking Day on which they are received. The amount of any cheque deposited will not be available for withdrawal or transfer to another account until the cheque is cleared.
- 6.6 You will not receive a receipt from us where you deposit cheques in our express boxes located in our branches. You may not deposit cheques in our express boxes located in our branches in respect of a Business Term Deposit Account.
- 6.7 You can obtain information about whether or not the deposited cheques funds have processed and cleared into your Account by calling our Direct Banking Centre or viewing your Account information on the internet.
- 6.8 Cheques are usually cleared in 3 days, but clearing may take longer in

some instances. It will take a lot longer for a cheque in a foreign currency. If the cheque is returned to us uncleared, we will debit your Account with the amount of the uncleared cheque together with any related charges:

- (a) made by us, details of which are contained in our separate document “**Corporate Banking fees and charges guide**”; and/or
- (b) made by another bank.

6.9 In respect of a Business Multi Currency Account or Business Term Deposit Account, where an Australian dollar cheque is deposited into an Account which you hold in a different currency and the Australian dollar cheque is dishonoured, we will debit the Account with the value of the cheque calculated using our prevailing buying rate or the original selling rate, whichever is lower.

7 Withdrawals

7.1 We may set restrictions on how withdrawals are able to be made from an Account.

7.2 We may set restrictions on the amount that can be withdrawn from an Account at any one time.

7.3 In respect of a Business Term Deposit Account, the credit balance is deposited for the term specified in the New Term Deposit Details. If you withdraw from your Account before the end of the specified term, the whole amount originally deposited will earn a reduced rate of interest and an administration fee may be charged. Please refer to the relevant Product Schedule for information regarding early withdrawal fees.

8 Operation of the Account generally

8.1 Any debit from or credit to an Account shall be made by us in accordance with our usual practice and, in the case of credits made in anticipation of the receipt of funds, subject to receipt of such immediately available funds.

In the event that such funds are not received or any payment is reversed, we may debit the Account with an amount representing funds which are not actually received for value at the anticipated time or the reversed payment.

- 8.2 A debit or credit to an Account is taken to be made, and has effect, on the date assigned to it (which may be different from the date we processed it and recorded it in the Account).
- 8.3 We may subsequently adjust debits and credits to an Account, and the Account balance, to accurately reflect the legal obligations of you and us (for example, if we discover an error or a cheque is dishonoured).

If we do this, we may make consequential changes (including to interest amounts).

- 8.4 Subject to any relevant legislation, we may:
- (a) destroy any documents relating to an Account after copying them;
 - (b) block your Account thereby preventing you from using or operating your account; and
 - (c) refuse to process a transaction or entry according to your instruction.
- 8.5 If we exercise our rights in sub-clause 8.4 and you suffer loss or damage and there is a breach of your contract with a third party, we will not be responsible.

9 Accounts with Cheque Access

- 9.1 This clause 9 applies if you have cheque access to your Account (that is there is the ability to draw cheques on that Account):
- (a) if requested by you, we will provide cheques to you;
 - (b) you must keep cheque books under secure control at all times;
 - (c) you may only write cheques in Australian currency. The amount should be stated clearly in words and figures in the spaces provided on the cheques. To prevent fraud, words and figures should be written close to the left hand margin so that other words and figures cannot be inserted;
 - (d) alterations to cheques should be counter signed with full signature. Unless a full signature is used, we may return cheques that have been altered;

- (e) you acknowledge the need to exercise care when drawing cheques and you will not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable;
- (f) cheque books are issued on and subject to the conditions printed on the inside front cover of the cheque book and you will be bound by those conditions;
- (g) we reserve the right to impose a service charge or return fee in respect of returned cheques;
- (h) you may only countermand payment of a cheque by giving written instructions, before the cheque had been paid, to the branch at which the Account was opened clearly identifying the cheque in question; and
- (i) you must tell us as soon as possible of any loss or theft of any cheques issued or provided to you. If you do not you may be liable for any loss incurred on your Account. You should notify HSBC in Australia by calling us on 1300 731 720 (or from overseas call +61 2 9005 8414).

10 Overdrawn Accounts

- 10.1 Unless an Account has an approved overdraft arrangement you must maintain a positive balance in the Account. We are under no obligation to honour cheques, or to pay other transactions which would overdraw an Account or exceed any agreed credit limit. Should we exercise our discretion to honour a cheque or to pay a transaction where no such arrangement exists, or which causes an overdraft limit to be exceeded, the Account must be returned to a positive balance or a balance within the agreed overdraft limit immediately. If we do allow the Account to become overdrawn or to exceed any agreed overdraft limit, any resulting debit balance does not constitute the offering of, or increase to, an overdraft facility for that Account.
- 10.2 If a cheque written on an Account, or a periodic payment or other direct debit from an Account, causes the Account to go into debit the payment may be dishonoured. A fee may be charged for a dishonoured payment.
- 10.3 If an Account has no approved overdraft arrangement and it becomes overdrawn, debit interest and a fee will be charged to the Account.

Interest will be charged on the daily closing debit balance using the Excess Rate. Interest will accrue daily and be debited to the Account on or about the 28th day of each calendar month.

- 10.4 If an Account has an approved overdraft arrangement and the overdraft limit is exceeded, interest on the excess will be charged in accordance with the terms and conditions relating to the overdraft.

11 Interest

- 11.1 Subject to the other provisions of this clause 11, interest is calculated on the daily closing credit balance in the Account.
- 11.2 Interest accrues daily. Where interest is payable by us to you in relation to an Account, it will be paid in accordance with the relevant Product Schedule applicable to your Account. Where interest is payable by you to us in relation to an Account that has a positive balance, it will be debited from your Account at the frequency set out in the Product Schedule for that Account. Withholding tax may apply where interest is paid by you to us. Please consult your tax advisor for further details.
- 11.3 In respect of a Business Multi Currency Account, interest is calculated on the individual daily balances of the Business Multi Currency Account. The accrued interest amounts for each currency are totalled and credited (where interest is payable by us to you) or debited (where interest is payable by you to us) to the Business Multi Currency Account monthly while the Business Multi Currency Account is open (or where any such date does not fall on a Banking Day then it will be paid on the next immediate Banking Day after that date) and on closure of the Business Multi Currency Account.
- 11.4 Interest payable to you by us will be paid or credited in full if you are an Australian resident for tax purposes and you have provided your tax file number or your ABN (if you have one) or you satisfy us that you have an exemption from doing so. Otherwise, we are required by law to deduct from any interest payment withholding tax calculated at the highest marginal tax rate plus the Medicare Levy.
- 11.5 If you are not an Australian resident for tax purposes the withholding tax requirements will be different. We are required by law to deduct non-resident withholding tax from any interest payment. Please contact your tax adviser for further details.

- 11.6 We are required to report details of income earned, withholding tax deducted and tax file number quoted to the Australian Taxation Office. We are not liable if the Australian Taxation Office requires a deduction for an incorrect amount.

12 Interest Rates

- 12.1 This clause 12 does not apply to a Business Term Deposit Account.
- 12.2 The interest rate on an Account will be the rate set out in the separate interest rate document applicable to the Account which we provide to you from time to time as applicable to that Account. This interest rate can be positive or negative. Where the interest rate is positive, you will receive credit interest from HSBC at the applicable rate. Where the interest rate is negative, HSBC has the right to charge you interest on your Account at the applicable rate.
- 12.3 Different interest rates may apply to different levels of Account balances. These rates, and the level of Account balances to which they apply, are set by us and may change at any time.

13 Fees and Charges

- 13.1 Other than government fees and charges the fees and charges we debit to your Account from time to time, are debited by us for the provision, to you, of a service, for example, those actions we take, or may take, on your behalf in order to ensure that you properly maintain your Account, including but not limited to those actions we take for you in the event of a cheque and/or a direct debit being dishonoured.
- 13.2 These fees and charges for services will also include the cost of what is charged to us by other financial institutions, banks and service providers who charge us for returning payments that you attempt to make from your Account, via the payment systems that they own. We have little control over the fees and charges charged to us by other financial institutions and banks and service providers.
- 13.3 If you use an ATM that belongs to another financial institution, bank or their service provider you may be charged an ATM Operator Fee for the use of that ATM. HSBC cannot control these ATM Operator Fees that are charged for use of non-HSBC ATMs. Please check with the other financial institutions, banks or service providers before you use their ATMs.

- 13.4 Regardless of whether or not we provide you with the abovementioned service before or after we debit the fee to your Account, you authorise us to debit to the Account:
- (a) all fees and charges applicable to the Account as notified to you by us from time to time – (details of fees and charges applicable at the time you open the Account are set out in our separate document “**Corporate Banking fees and charges guide**”); and
 - (b) an amount or amounts on account of any government charges and duties on receipts or withdrawals in relation to the Account or any of the Account documentation (this includes stamp duty where it is applicable).
- 13.5 Information about the current fees and charges is available from us on request.
- 13.6 For Accounts other than a Business Term Deposit Account, unless you have received notice from us advising otherwise, we will debit your Account for all bank fees and amounts on account of government charges and duties on the 12th calendar day of the month following the period in which the fee was incurred or if this falls on a day that is not a Banking Day, the following Banking Day. Fees and charges will also be debited on Account closure.

If these amounts result in a debit balance they are payable on demand or when we debit the Account for them.

- 13.7 We may elect not to charge a fee which we are otherwise entitled to charge. Any failure by us to charge a fee will not constitute a waiver of that fee or the right to charge that fee in the future.

14 Statements of Account

- 14.1 Subject to clause 14.2 below, we will issue you with a monthly statement of your Account or as otherwise requested by you and agreed by us, e.g. quarterly, unless you have Business Visa Debit Card access to your Account in which case we will only issue statements monthly.
- 14.2 Statements of account are not provided for a Business Term Deposit Account, unless you have other accounts with HSBC, in which case you may receive a consolidated statement of account which includes your Business Term Deposit Account.

- 14.3 For the purposes of identifying errors and ensuring that the Account balance is correct, you must carefully examine all statements supplied by us and promptly advise us in writing of any error contained in or any omission or irregularity in the statement. Subject to clause 18 of Part C “Banking Electronically Terms;” if you do not notify us within 30 days of the date you receive a statement that there was an error, omission, irregularity or you did not authorise the transaction appearing on a statement then that statement will be deemed correct, authorised and binding on you and to the extent permitted by law, you release us from all liability for any claim including for any lack of authority or forgery.
- 14.4 Subject to clause 18 of Part C “Banking Electronically Terms;” if you fail to review the statements in a timely manner as required by this clause and your conduct or omission causes or contributes to a loss of any kind whatsoever, then you agree we will not have any responsibility to you with respect to such loss.
- 14.5 Subject to clause 18 of Part C “Banking Electronically Terms;” you agree that your failure to review statements in a timely manner as required by this clause will be deemed to cause or contribute to the loss on the Account to the extent of any loss appearing subsequent to the time that any error or omission would have been discovered if the statement had been reviewed.
- 14.6 Subject to clause 18 of Part C “Banking Electronically Terms;” you acknowledge that we will only be liable for any loss caused by any wrongful or erroneous withdrawal from an Account caused by our gross negligence or wilful misconduct and in that event, our maximum liability to you will be limited to the actual direct loss in the principal amount withdrawn.
- 14.7 We may adjust debits and credits to an Account, and the balance owing on an Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this we may make consequential changes (including to the interest paid or charged).

15 Stopping Payment

- 15.1 You or an Authorised Signatory may stop payment on a cheque written on the Account with cheque access by giving instructions in writing to

HSBC before the cheque has been paid. Those instructions must clearly identify the cheque and Account in question.

- 15.2 When you have authorised us to make regular automatic payments from an Account, and you want to stop these payments, you must provide written instructions at least 3 Banking Days before the next payment is scheduled to be made. Full details of the payment (amount, due date, payee) will be required.
- 15.3 Transactions through Phone Banking may not be able to be stopped once you have given your instruction. The only exception to this is a transfer to another account with HSBC which may be able to be stopped or reversed if you contact our operator assisted Phone Banking service. If you have authorised another party to debit an Account and you want to stop this arrangement, you must:
- (a) provide written instructions to us setting out full details of the periodical debit at least 3 Banking Days before the next debit is due; and
 - (b) also promptly request the other party to stop debiting the Account.
- 15.4 There will be a fee for stopping a cheque, payment or direct debit (refer to our separate document "**Corporate Banking fees and charges guide**").
- 15.5 If you ask us to cancel a direct debit authorising us or another party to deduct funds from your Account we will do so within a reasonable period. However, the cancellation of a direct debit may put you in breach of your contract with that other party. We will not be responsible for any such breach or for any loss or damage you may suffer in connection with any such breach.
- 15.6 We will promptly process any complaint by you that a direct debit was unauthorised or otherwise irregular.

16 Foreign Currencies

- 16.1 This clause 16 does not apply to a Business Transaction Account.
- 16.2 In respect of a Business Multi Currency Account, all interest accruing on the Account (whether credit or debit interest) is calculated on the daily balances of the individual currencies.

- 16.3 In respect of a Business Term Deposit Account, all interest accruing on the Account (whether credit or debit interest) will usually accrue and be paid or payable in the currency in which the Account is denominated.
- 16.4 We are only obliged to perform our other obligations in relation to an Account in the currency in which those obligations are denominated. However, we reserve the right to perform any obligation in any currency, at any rate and in any manner in each case as we determine, and such performance shall constitute a good and valid discharge of those obligations.
- 16.5 Fees and charges and any other amount payable by you under this document which are payable or expressed in Australian Dollars may, in relation to currencies other than Australian Dollars, be converted to the relevant currency by us before being debited to your Account.
- 16.6 If for any reason, including bankruptcy, any amount is received by us in a currency other than that in which it is payable, you must immediately indemnify us for any exchange loss.
- 16.7 We may make any currency conversion at our selling rate of exchange for the relevant currencies.
- 16.8 You acknowledge that we have no liability or responsibility whatsoever, and have given no advice, in respect of movements in interest rates or exchange rates. You will make your own judgments and decisions whether to open an Account in a currency other than Australian Dollars. We do not monitor movements in exchange rates for you – this is your responsibility.

17 Foreign currency conversions

- 17.1 **Time of processing and cut off time** - An instruction provided to us (including instructions provided through *HSBCnet*) to purchase or sell foreign currency that is provided to us on a Banking Day will be processed by us on the same Banking Day if we receive the instruction prior to the instruction cut-off time for the transfer of the relevant currency. The currency exchange rate that we apply is the rate that applies at the time we process the instruction. Please note that the instruction cut-off times differ depending on the currency being transferred. Information on instruction cut-off times can be obtained by calling us.

- 17.2 **Instruction received prior to the cut off time** - If we receive the instruction (including instructions received through *HSBCnet*) prior to the relevant instruction cut-off time, we will process the transaction on the same day. However, there may be a period of time between our receipt of your instructions and the time when the instruction is actually processed. During this time the currency exchange rate may change and there may be a risk that the exchange rate that applies to the transfer may be less beneficial to you than the exchange rate advised to you at the time we receive your instruction.
- 17.3 **Instructions received after the cut off time** - You acknowledge that the currency exchange rate that we apply is the rate that applies at the time we process the instruction. Therefore, if we are provided with instructions after the relevant instruction cut-off time, we will process the instructions on the next Banking Day at the currency exchange rate that applies at the time we process the instruction on that day. Please note that due to fluctuations in exchange rates, if we are provided with instructions after the relevant instruction cut-off time on a Banking Day there will always be a risk that the exchange rate that applies to the transfer may be less beneficial to you than had we been provided with instructions prior to the relevant instruction cut-off time.
- 17.4 **Provisional Rates** - Unless we advise you otherwise, any exchange rate advised to you when we receive an instruction is provided as an indicative rate only. The actual rate we apply will be the rate that applies at the time of actual processing.
- 17.5 An instruction provided through our Phone Banking Service will be processed, using the currency exchange rate that applies at the time when we process the instruction. You acknowledge that the currency exchange rate that we apply is the rate that applies at the time we process the instruction. Therefore, if we are provided with instructions at the end of the Banking Day we may process the instructions on the next Banking Day at the currency exchange rate that applies at the time we process the instruction on that day. Please note that due to fluctuations in exchange rates, if we are provided with instructions at the end of a Banking Day there will always be a risk that the exchange rate that applies to the transfer may be less beneficial to you than had we been provided with instructions prior to the end of the Banking Day.

17.6 If we have obligations to you in Great Britain Pounds Sterling and the Euro replaces the Great Britain Pound Sterling, we will discharge those obligations by making payment in Euros, at the rate of exchange specified in the Regulation.

18 Set-off

18.1 We may, at any time and without limiting any rights we may have at law and without notice to you:

- (a) combine or consolidate any or all of your accounts with us (including any Account); and/or
- (b) apply any credit balances in any accounts with us (including any Account) against or in satisfaction of all or any of your liabilities to us or any other member of the HSBC Group.

18.2 If we do, the amount in an Account may reduce.

18.3 We may do so in respect of any obligation (whether actual or contingent) owed by you to us or vice versa, regardless of the place of payment, booking branch or currency of either obligation and regardless of whether the obligation has matured (for example if our obligation is to repay a term deposit in respect of a Business Term Deposit Account).

18.4 Our rights with respect to the Account shall not be affected by your death or legal incapacity.

18.5 If any obligations are in different currencies, we may convert either obligation at its selling rate of exchange.

18.6 If any obligation is unliquidated or unascertained, we may set off an amount estimated by us in good faith to be the amount of that obligation.

19 Closing an Account

19.1 We reserve the right to close an Account for any reason. We will notify you in writing if we do so.

19.2 Unless the relevant Product Schedule applicable to an Account requires a greater period of notice should you wish to make an early withdrawal of funds from that Account, you may close an Account at any time by written notice to us; however, we reserve the right not to close an Account if there are any liabilities (actual or contingent) owing to us.

- 19.3 The credit balance of an Account plus or minus all interest charges on the Account accrued up to the closing date and yet to be credited or debited to the Account, less all accrued account fees (including monthly fees where applicable) and government charges applicable up to the closing date, will be paid to you when the Account is closed. Monthly fees will apply even though the Account has been open for only part of the calendar month
- 19.4 Any part of an Account balance which is not Available Funds at the time of a request to close an Account will not be available until the funds are cleared. If the Account has a debit balance, the balance plus any accrued debit interest, account fees including monthly fees and government charges applicable up to the closing date will be payable by you to us.
- 19.5 When you close an Account on which you have been issued with cheques you must return to us any unused cheque forms. The Account may only be closed after any outstanding cheques have been presented. We reserve the right to return any cheques presented for payment after the Account has been closed and to refuse to close the Account if any cheques issued or provided to you have not been returned to us.
- 19.6 Upon the closure of an Account by us, all liabilities (actual or contingent) owing to us in relation to the Account shall become immediately due and payable. The Terms and Conditions shall continue in full force and effect until all those liabilities have been fully discharged.
- 19.7 When you close an Account which has one or more linked Business Visa Debit Cards, you must not use (and you must ensure that Cardholders do not use) the Business Visa Debit Cards after the Account has been closed. You must return all Business Visa Debit Cards to us (cut diagonally in half, through the magnetic stripe and through any embedded chip) or satisfy us that they have been destroyed.

20 Blocking an Account

- 20.1 We reserve the right to block access to and/or restrict the operation of an Account for any reason. We will notify you in writing if we do so.
- 20.2 We may be precluded by law from giving you a reason as to why we have taken this action.

20.3 If we do block access to and/or restrict the operation of an Account you must make alternate arrangements for any direct debits paid from the Account.

21 Inactive Accounts

21.1 This clause 21 does not apply to a Business Term Deposit Account.

21.2 An Account becomes inactive if no deposits or withdrawals are made during a continuous 12 month period. Under these conditions we reserve the right to close the Account without any prior notice to you.

21.3 Balances on certain Accounts which have not been used by making a deposit or withdrawal (excluding any bank charges or interest paid) for three years are treated by the law as unclaimed moneys. In such situations the Account is closed and credit balances are dealt with in accordance with the relevant legislation.

22 Payments

22.1 In addition to your obligations if an Account becomes overdrawn, you agree that if you fail to pay any amount payable by you under the Terms and Conditions, you will, to the extent permitted by applicable law, pay to us interest on the unpaid amount at the Excess Rate. All payments by you under the Terms and Conditions shall be made free of withholding or deduction on account of tax or other charges. However, to the extent that any payment is subject to withholding or deduction on account of tax or other charges, then you shall be liable to pay an additional amount such that the net payment to us after the withholding or deduction equals the amount otherwise payable by you.

22.2 The following applies in relation to GST:

- (a) unless stated otherwise, dollar amounts stated to be payable by you in any part of the Terms and Conditions are the full amounts payable by you and include GST where it applies. If we notify you of a new or changed fee or charge, the amount we notify you will include any applicable GST; and
- (b) in relation to other amounts you may be required to pay us under or in relation to the Terms and Conditions (for example, enforcement expenses) if all or any part of a payment you are required to make

does incur GST, then you must pay us an amount which includes the GST on that payment. Where you have to reimburse or indemnify us for an amount, that amount will be inclusive of any GST or other tax payable by us.

23 Telegraphic Transfer Requests at Branches

- 23.1 Where you request a Telegraphic Transfer in person at any HSBC branch, clause 8 of Part C Banking Electronically Terms applies to the Telegraphic Transfer.

Part C: Banking Electronically Terms

1 Introduction

- 1.1 These Banking Electronically Terms ("**Banking Electronically Terms**") are part of the Terms and Conditions. They apply if your Account can be accessed by Phone Banking Service or one or more Business Visa Debit Cards.
- 1.2 If there is any inconsistency between the Account Terms in Part B of this document and these Banking Electronically Terms, these Banking Electronically Terms prevail in respect of EFT Transactions.
- 1.3 To use HSBC*net* you must register for this service. Your use of HSBC*net* will be governed by the terms contained in the applicable HSBC*net* service agreement, and for HSBC*net* profiles established in Australia, the HSBC*net* product disclosure statement, as updated from time to time. For clarity, this Part C Banking Electronically Terms does not apply to HSBC*net*.

2 Additional definitions used in relation to EFT Transactions

- 2.1 The following terms have the following meaning where used anywhere in this document:

"Access Code" means the Personal Identification Number (PIN) supplied to a Delegate by HSBC for accessing the Service or executing instructions via the Service. Except for the Business Visa Debit Card, when a Delegate uses the Access Code for the first time the Delegate will be required to change the Access Code and select a new Access Code.

“Access Method” means a method that HSBC makes available to Delegates of a Service and accepts as authority to act on an instruction given through Electronic Equipment. A reference to an Access Method includes a reference to each of its individual components and includes, but is not limited to a Business Visa Debit Card, an Identifier, an Access Code or any combination of these. It does not include a method where a manual signature is the principal intended means of verifying the authority to give the instruction.

“Account Terms” means Part B of this document.

“ATM” means an automatic teller machine.

“Biller” means an organisation which tells you that you can make payments to it through the Bpay[®] Scheme.

“Bpay[®] Payment” means a payment you instruct HSBC to make on your behalf to a Biller through the Bpay[®] Scheme.

“Bpay[®] Scheme” means an electronic payments scheme through which you can ask HSBC, while HSBC remains a member of the scheme, to make payments on your behalf to Billers. HSBC will tell you if it ceases to be a member of the scheme.

“Business Visa Debit Card Transaction” means a transaction where a Delegate obtains value:

- (a) by using a Business Visa Debit Card in an imprinter and signing a transaction voucher;
- (b) by giving a Business Visa Debit Card number over the telephone, by mail or by any electronic means; or
- (c) by using a Business Visa Debit Card through EFTPOS and selecting the “CR” or “credit” key on the keyboard.

“Daily Visa Purchase Limit” means the total maximum that may be accessed on any one day for Visa Debit Transactions and is set by the Authorised Signatory from time to time.

“Daily Withdrawal Limit” means in respect of transactions using your Business Visa Debit Card, inclusive of any ATM Operator Fees, the total maximum withdrawal from your relevant Account that may be

obtained with the Business Visa Debit Card through:

- (a) an ATM; or
- (b) an EFTPOS Transaction using a Business Visa Debit Card where the "SAV" ("**savings**") or "CHQ" ("**cheque**") key is selected on the EFT Terminal, and is set by the Authorised Signatory from time to time.

"EFT Transaction" means an electronic funds transfer from or to an EFT Account initiated by a Delegate through Electronic Equipment using an Access Method.

"Electronic Communication" means a message HSBC transmits to a Delegate and the Delegate receives from HSBC electronically, in a form that the Delegate can retain for later reference such as by printing or by storing for later display or listening.

"Identifier" means information which must be provided to access your EFT Account using Electronic Equipment and which is not required to be kept secret. An Identifier includes, but is not limited to, the PBN, Account number, Business Visa Debit Card number and Business Visa Debit Card expiry date.

"Instruction" means any request or instruction to HSBC which is effected through the Service by use of an Access Method.

"Merchant" means a supplier of goods or services who has an EFT Terminal.

"Payment Cut-off Time" means the time in Sydney after which HSBC will not process or make any further payments in that currency on that day. The cut-off time varies between currencies. The list of specific cut-off times for specific currencies is available at www.hsbc.com.au.

"PBN" means the ten digit Personal Banking Number supplied to a Delegate and by which HSBC identifies a Delegate for the purposes of using the Service.

"Phone Banking Service" means the Service which is the telephone instruction and information service made available by HSBC's Direct Banking Centre 24 hours, 7 days a week every day of the year.

"PIN" means the Personal Identification Number used as an Access

Code supplied to a Delegate by HSBC for accessing a Service or executing instructions via a Service.

“Service” means the Phone Banking Service or Business Visa Debit Card.

“Telegraphic Transfer” means a payment which is transmitted either directly or indirectly by telecommunication methods from a remitting bank to a beneficiary’s bank. Funds sent overseas this way will normally be received by the beneficiary bank within 48 hours.

“Unauthorised” means without the knowledge or consent of a Delegate.

“Unauthorised EFT Transaction” means an electronic funds transfer from an Account initiated through Electronic Equipment using an Access Method without the knowledge or consent of a Delegate.

3 Acceptance

- 3.1 The first use of an Access Method by a Delegate after receiving these Banking Electronically Terms will constitute your agreement to the Banking Electronically Terms in respect of the Service which is accessed.
- 3.2 These Banking Electronically Terms also apply to any Access Method replaced or reissued by HSBC.

4 Additional Delegates

- 4.1 If HSBC agrees, you may authorise other persons as Delegates to access and operate your EFT Account (including any overdraft facility) using a Service.
- 4.2 We suggest you provide all Delegates with a copy of these Banking Electronically Terms. A Delegate’s access to your EFT Accounts using a Service is governed by the relevant provisions of these Banking Electronically Terms as well as section 5 Authorised Signatories of Part B and other relevant sections of the Account Terms. You must ensure that each Delegate protects their Access Method in the same way these Banking Electronically Terms require you to protect your Access Method.
- 4.3 You will be liable for all transactions carried out on your Account by any person authorised by you (including Cardholders issued with a Business Visa Debit Card). Your cancellation of a Delegate’s authority will not be effective until your notification of the cancellation is received by

HSBC and, where applicable, all Business Visa Debit Cards held by all Cardholders have been returned to HSBC or HSBC is satisfied that all Business Visa Debit Cards held by all Cardholders have been destroyed.

5 Agreed limits

- 5.1 In respect of a Business Transaction Account or a Business Multi Currency Account, Delegates must not use an Access Method to withdraw funds in excess of any limit agreed with HSBC. In the case of Business Visa Debit Card, this includes the Cardholder’s Daily Visa Purchase Limit and the Daily Withdrawal Limit. If an EFT Account goes over the agreed limit, HSBC may permit a Delegate to use the Access Method, but you must ensure that funds are deposited into the EFT Account which brings the EFT Account back within its agreed limit, without unreasonable delay.
- 5.2 Merchants, our agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.

6 Daily Limits for Phone Banking

- 6.1 In respect of a Business Transaction Account or a Business Multi Currency Account, if you transfer funds through our Phone Banking Service your limits are as follows:

	Phone Banking Service daily limit per Delegate*
Transfer between EFT Accounts	AUD 500,000
Transfer between EFT Accounts and;	
<ul style="list-style-type: none"> third party accounts (including third party HSBC accounts); 	AUD 3,000 automated
<ul style="list-style-type: none"> accounts you may have with another HSBC entity or other financial institutions 	AUD 20,000 Direct Service Centre staff assisted
Bpay®	AUD 20,000

* The maximum daily limit figures in this table refer to the daily limits that apply to each Delegate. For example, if you have two Delegates, each Delegate may each effect daily transfers “between EFT Accounts” of up to \$500,000.

- 6.2 All amounts are in Australian Dollars (or AUD equivalent if the Account is in another currency).
- 6.3 In respect of a Business Transaction Account, if we are the Biller in HSBC's VISA Credit Cards then we will limit the transaction into your Account to AUD10,000 per day.

7 Termination

- 7.1 You may stop your use of the Service at any time by giving written notice to HSBC.
- 7.2 HSBC may terminate the Service at any time by giving you a written notice.
- 7.3 HSBC may suspend or cancel an Access Method at any time without notice if it believes the Access Method is being misused, there is a concern as to the security of the Access Method or there is non-compliance with the Terms and Conditions.
- 7.4 When an Access Method has been cancelled by you or HSBC, Delegates must not attempt to use the cancelled Access Method again. Where the Service involves the provision of a Business Visa Debit Card, we may require you to return all Business Visa Debit Cards held by all Cardholders.
- 7.5 Bill payments or funds transfers for which Instructions have been given and which are scheduled to be made after your use of the Service is terminated may not be effected by HSBC.

8 Telegraphic Transfers

- 8.1 Where you request an outward Telegraphic Transfer (TT) to be effected from an Account, you acknowledge and agree that the following terms and conditions apply.
- 8.2 You cannot request an outward TT to be effected from a Business Term Deposit Account.
- 8.3 In the absence of any specified instructions to the contrary, HSBC may either effect a TT in the currency of the country in which payment is to be made or in our sole discretion, choose not to effect the TT until further instructions are obtained from you in which case, HSBC will not be responsible for any loss or delays which you may suffer.

- 8.4 Depending on your instructions, we may be required to use intermediaries in order to effect a TT on your behalf. These intermediaries may levy fees and charges in addition to those levied by us. A beneficiary's bank or financial institution may also levy fees and charges.
- 8.5 Unless you provide instructions to the contrary, all charges incurred outside Australia are for the account of the beneficiary.
- 8.6 We reserve the right to draw any TT on a different place from that specified by you if operational circumstances so require.
- 8.7 Payment requests delivered to HSBC (in any form including electronically or otherwise), are subject to cut off times. These cut off times may vary depending on the geographical location of the destination and/or currency and are subject to change from time to time. A list of cut off times is available from us on request.
- 8.8 Any requests received by us within the cut off time for the relevant currency, will be processed on the requested value date so long as they are in a form acceptable to us. However while we will remit your funds on the value date, we cannot confirm the actions of the receiving bank nor guarantee that the funds will be received by the beneficiary on the same day. Funds sent by TTs will usually be received by the beneficiary bank within two Banking Days from the time the TT is processed. We will not be liable for any delays in processing by the beneficiary bank.
- 8.9 Any requests received by us after the cut off times for the relevant currency, will not be processed on the same day and will be processed the next Banking Day.
- 8.10 We will effect a TT on the basis of our actual selling rate for the relevant currency against the AUD (or another currency in which your Account is denominated where applicable) at the time of processing the TT. The applicable amount will be debited from your Account at the time the TT is processed.
- 8.11 TTs are dispatched entirely at your own risk.
- 8.12 We are at liberty to send any TT either literally or in cipher and we accept no responsibility for any loss, delay, error, omission or mutilation, which may occur in the transmission of any message or for its misinterpretation when received.

- 8.13 You may only cancel or amend a TT if we agree in our absolute discretion. In effecting a TT from your Account, we may be required by law or other rules, policies or guidelines by which we are bound, to disclose certain information which we hold about you to the beneficiary and/or the beneficiary's bank or intermediary service providers in the course of effecting the payment, and by requesting us to perform the TT, you consent to our disclosure of your information.
- 8.14 HSBC does not have a set limit for the value of overseas remittances of foreign currencies. However, there may be cases where the receiving bank limits itself, or is otherwise limited by applicable law, regulation, etc., to the value of certain foreign currencies (e.g. Renminbi) that it receives in any one payment or otherwise. You should confirm directly with any receiving banks if they have implemented or are subject to such specific restrictions.
- 8.15 Should your remittance be rejected and the funds returned due to such foreign currency restrictions applicable to or implemented by a receiving bank, HSBC will not be liable for any resulting exchange loss suffered, principal lost or fees incurred. In such instances, HSBC will also not refund any remittance fees. You hereby acknowledge that it may take several days for such rejected and/or returned funds to be received into your account with HSBC.
- 8.16 Where you receive an inward payment into your Account by way of TT and that payment is made in a foreign currency, we will convert that payment into Australian Dollars unless your Account is denominated in that foreign currency or you have instructed us to convert such payment into another currency which your Account is denominated.
- 8.17 Fees and charges are payable in respect to your receipt of an inward or request for payment of an outward TT. These are set out in our separate document "**Corporate Banking fees and charges guide**".

9 Receipts

- 9.1 If an EFT Terminal does not provide a receipt, a Delegate's branch may be able to provide one if the branch is able to verify that the transaction took place at the time and place and in the amount reported by the Delegate.

10 Access to the Phone Banking Service

- 10.1 You agree that any person who supplies HSBC with your PBN and Access Code, or a Delegate's PBN and Access Code, may be allowed access to the Phone Banking Service and to any EFT Account. You acknowledge that HSBC will not make a payment to another person unless the correct Access Code and PBN are supplied.
- 10.2 You agree that HSBC may delay acting upon an Instruction or ask for more information before acting on an Instruction.
- 10.3 HSBC may specify limits on transaction types and values in respect of certain accounts or the use of the Phone Banking Service and may refuse to act on an Instruction if a transaction exceeds a particular limit. Please refer to section 6 of Part C of this document entitled "Daily Limits for Phone Banking" for details of limits imposed upon the Service. When Bpay® Payments are made, other participants in the Bpay® Scheme may impose additional restrictions.
- 10.4 Where HSBC has Instructions for more than one payment from an EFT Account, it will determine the order or priority in which the payments are made.
- 10.5 HSBC may change a Delegate's PBN or Access Code at any time, by notifying the Delegate in writing. Delegates may change their Access Code at any time.
- 10.6 If you request and if HSBC agrees, you and a third party may nominate a third party's HSBC account to be accessed through the Phone Banking Service. You will ensure that access to the third party's account through the Phone Banking Service is limited to making enquiries of the third party's account. You indemnify HSBC against any loss or damage it may suffer due to transactions in respect of the third party's account being conducted through the Phone Banking Service.

11 Processing Instructions

- 11.1 If a Delegate gives an Instruction on a Banking Day to make a payment from an EFT Account after the Payment Cut-off Time it may be processed on the next Banking Day.
- 11.2 If a Delegate gives an Instruction to make an Australian Dollar payment between any accounts with HSBC on a day when any branch of HSBC

is open for business it will be made on that day. If no branch of HSBC is open for business the transfer will be made on the next day upon which such a branch is open for business.

- 11.3 If a Delegate gives an Instruction to make an Australian Dollar transfer to any account not held with HSBC on any day which is not a Banking Day it will not be made until the next Banking Day.
- 11.4 If a Delegate gives an Instruction to transfer a currency (other than Australian Dollars) after the Payment Cut-off Time, it will be made on the next day which is both a Banking Day and a day upon which banks in the relevant country are open for business.
- 11.5 A Bpay[®] Payment may take longer to be credited to a Biller if a Delegate gives an Instruction to make the payment on a day which is not a Banking Day or if another participant in the Bpay[®] Scheme does not process the request as soon as they receive its details.

12 Recording Telephone Calls

- 12.1 HSBC may record telephone calls made to HSBC for training, verification, authentication and/or quality control purposes.
- 12.2 To help improve our services, and in the interests of security, we may monitor and/or record any telephone calls between us and you or any Delegate. Any recording may be used as evidence.
- 12.3 This recorded information, including any personal information obtained from your Delegates or Authorised Signatories will be stored, used and disclosed in accordance with the terms of our Privacy Policy.

13 Bill payments - Bpay[®] Scheme

- 13.1 This clause 13 does not apply to a Business Term Deposit Account.
- 13.2 The following information must be given to HSBC to instruct it to make a Bpay[®] Payment:
 - (a) the PBN and Access Code;
 - (b) the EFT Account from which the payment is to be made;
 - (c) the amount to be paid;

- (d) the Biller's code number (found on the bill); and
 - (e) the Customer Reference Number (e.g. the account number with the Biller).
- 13.3 HSBC will then debit your EFT Account with the amount of that Bpay[®] Payment. HSBC will not be obliged to effect a Bpay[®] Payment Instruction if the information given is incomplete and/or inaccurate.
- 13.4 Generally, a Bpay[®] Payment will be treated as received by the Biller to whom it is directed:
- (a) on the date HSBC is told to make it, if this occurs before the Payment Cut-off Time on a Banking Day; or
 - (b) otherwise, on the next Banking Day.
- 13.5 A delay might occur in the processing of a Bpay[®] Payment where:
- (a) there is a public or bank holiday on the day after HSBC is told to make a Bpay[®] Payment; or
 - (b) a Biller, or another financial institution participating in the Bpay[®] Scheme, does not comply with its obligations under the Bpay[®] Scheme.
- 13.6 While it is expected that any delay in processing a payment for any of these reasons will not continue for more than one Banking Day, any such delay may continue for a longer period. It is the Delegate's responsibility to allow for sufficient time for the processing of payments to the Biller.
- 13.7 Delegates must be careful to tell HSBC the correct amount to be paid. If the amount HSBC was instructed to pay was less than the amount needed to be paid, another Bpay[®] Payment should be made for the shortfall. If the amount HSBC was instructed to pay was greater than the amount intended, the Biller should be contacted to obtain a refund.
- 13.8 HSBC will attempt to make sure that Bpay[®] Payments are processed promptly by Billers and other participants in the Bpay[®] Scheme.
- 13.9 HSBC will not accept an order to stop a Bpay[®] Payment once HSBC has been instructed to make that Bpay[®] Payment.
- 13.10 If HSBC is advised by a Biller that a Bpay[®] Payment cannot be processed, HSBC will:

- (a) advise you of this;
- (b) credit the relevant EFT Account with the amount of that Bpay[®] Payment; and
- (c) take all reasonable steps to assist in making the Bpay[®] Payment as quickly as possible.

13.11 A mistaken Bpay[®] Payment is a Bpay[®] Payment to a person or for an amount which is not in accordance with the Instructions given to HSBC, if any. If your EFT Account is debited with the amount of a mistaken Bpay[®] Payment, HSBC will credit that amount to your EFT Account.

However, you must pay HSBC the amount of a mistaken Bpay[®] Payment if a Delegate is responsible for a mistake resulting in that payment and HSBC cannot recover the amount from the person who received it within 20 Banking Days of attempting to do so.

13.12 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

13.13 If you notify HSBC that a Bpay[®] Payment made from your EFT Account is Unauthorised, you must provide HSBC with a written consent addressed to the Biller who received that Bpay[®] Payment, allowing HSBC to obtain from that Biller information about your account with that Biller or the Bpay[®] Payment, including your customer reference number and such information as is reasonably required to investigate the Bpay[®] Payment.

If you do not give that consent to HSBC, the Biller may not be permitted under law to disclose to HSBC the information it needs to investigate or rectify that Bpay[®] Payment.

13.14 Subject to the Terms and Conditions:

- (a) HSBC is not liable for any consequential loss or damage you may suffer as a result of using the Bpay[®] Scheme, other than due to any loss or damage you suffer due to the negligence of HSBC, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent; and

- (b) you indemnify HSBC against any loss or damage it may suffer due to any claim, demand or action of any kind brought against it arising directly or indirectly because you:
 - (i) did not observe any of your obligations under; or
 - (ii) acted negligently or fraudulently in connection with, these Terms and Conditions.

13.15 HSBC may at any time suspend your right to participate in the Bpay[®] Scheme and will do so without notice if HSBC suspects a Delegate, or someone acting on your behalf, or acting fraudulently.

13.16 Bpay[®] Payments for which Instructions have been given and which are scheduled to be made while your right to participate in the Bpay[®] Scheme is suspended will not be processed by HSBC.

14 Security of Access Methods

14.1 Delegates must keep their Access Methods secure to prevent Unauthorised use of EFT Accounts. Delegates must take care to ensure that Access Methods are not misused, lost or stolen and that the Access Method does not become known to anyone else.

14.2 These guidelines should be followed by Delegates to ensure the security of an Access Method.

14.3 To protect a Business Visa Debit Card:

- (a) Sign the Business Visa Debit Card as soon as it is received.
- (b) Carry the Business Visa Debit Card whenever possible.
- (c) Always keep the Business Visa Debit Card in a safe place and check regularly to ensure that it has not been lost or stolen.
- (d) Do not lend the Business Visa Debit Card to anyone.
- (e) When an EFT Transaction is complete, remember to take the Business Visa Debit Card and any receipt.

14.4 To protect the Access Code or PIN:

- (a) Memorise the Access Code or PIN when it is received and destroy HSBC's notification of the Access Code or PIN.

- (b) Do not tell or show the Access Code or PIN to another person or allow it to be seen by another person (including family and friends).
- (c) Do not keep a record of an Access Code or PIN in a way in which it can be determined by another person.
- (d) Do not record an Access Code or PIN and Identifier together, or record a PIN on the Business Visa Debit Card.
- (e) Do not record an Access Code or PIN on Electronic Equipment or related articles without making a reasonable attempt to disguise the Access Code or PIN or prevent unauthorised access to the record.
- (f) Delegates should not select an Access Code or PIN which represents their birth date as a numeric code, or an alphabetical code which is a recognisable part of their name, their telephone number or anything else that could be associated with them.
- (g) Be ready to use the Business Visa Debit Card and enter the PIN when at the Electronic Equipment.
- (h) Do not allow anyone to watch the PIN being entered at Electronic Equipment.
- (i) Do not leave anything behind after making an EFT Transaction, such as the Business Visa Debit Card or transaction receipt.
- (j) Press the CANCEL or CORRECTION button or symbol immediately if a mistake is made. It is not possible to stop a transaction once it has been accepted.
- (k) Notify HSBC immediately by calling 1300 731 720 (or from overseas +61 2 9005 8414) at any time if a record of an Access Code or PIN is lost or stolen or if a Delegate suspects that someone else may know an Access Code or PIN.

14.5 If a memory aid is required to recall the Access Code or PIN such a record may be made provided the record is reasonably disguised.

14.6 Examples which we do not consider provide a reasonable disguise are:

- (a) recording the Access Code or PIN as a series of numbers with any of them marked, circled or highlighted to indicate the Access Method;

- (b) recording the Access Code or PIN with surrounding information which makes it stand out from its context;
- (c) recording the Access Code or PIN as a string of digits in isolation from other information unless the context provides adequate disguise;
- (d) disguising the Access Code or PIN by reversing the number sequence;
- (e) describing the disguised record as a "PIN record," "Access Code record" or similar;
- (f) disguising the Access Code or PIN using alphabetical characters or numbers e.g. A = 1, B = 2, C = 3, etc, or in any other easily understood code;
- (g) if we allow Delegates to select or change the Access Code or PIN, selecting or disguising the Access Code or PIN using any of the following combinations (or parts of them), with the Access Code or PIN in its correct sequence within the combination:
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) family members' names;
 - (v) social security numbers; or
 - (vi) licence numbers;
- (h) recording the Access Code or PIN as a:
 - (i) date of birth;
 - (ii) postcode; or
 - (iii) telephone number,without additional features of disguise;

- (i) storing the Access Code or PIN in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) personal computers; or
 - (iii) electronic organisers.
- 14.7 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning the Access Code or PIN.

15 Cancellation and return of Business Visa Debit Cards

- 15.1 This clause 15 applies to a Business Transaction Account only.
- 15.2 We may cancel a Business Visa Debit Card, ask for its return, retain a Business Visa Debit Card presented to us or another person or otherwise cancel access to an EFT Account at any time without notice.
- 15.3 A Business Visa Debit Card must not be used after it is cancelled nor, in respect of a Business Transaction Account, if access to that Account is cancelled or that EFT Account is closed and when we give you notice of the cancellation of a Business Visa Debit Card you must return the Business Visa Debit Card to us (cut diagonally in half, through the magnetic stripe and through any embedded chip) or satisfy us that all Business Visa Debit Cards have been destroyed. You will be liable for any use of a Business Visa Debit Card until all Business Visa Debit Cards are returned to us. If access to a Business Transaction Account is cancelled or a Business Transaction Account is closed, you must also ensure that any periodical debit authorities in respect of that Business Transaction Account are cancelled.
- 15.4 You must also return all Business Visa Debit Cards (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfy us that all Business Visa Debit Cards have been destroyed, if we request you to do so.
- 15.5 You may cancel a Business Visa Debit Card at any time by telling us in writing and returning it to us (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfying us that the Business Visa Debit Card has been destroyed.

- 15.6 Access to a Business Transaction Account is automatically cancelled if, in relation to the Business Transaction Account, there is more than one Business Transaction Account holder or Authorised Signatory and each is no longer authorised to operate the Business Transaction Account alone.

16 Reporting loss, theft, unauthorised use of a Business Visa Debit Card, breach of Access Code security etc.

- 16.1 Delegates must notify HSBC immediately if a Business Visa Debit Card is lost, stolen or misused or if an Access Code or PIN becomes known to someone else or if a transaction is suspected to have been made on an EFT Account without a Delegate's authority. Delegates should also notify HSBC if they believe they have made a mistake in instructing HSBC to make a Bpay® Payment, if there are any delays or mistakes in processing Bpay® Payments, if a Bpay® Payment that has been made from an EFT Account is Unauthorised, if a Delegate has been fraudulently induced to make a Bpa® Payment, if they believe they have made a mistake in their instruction to HSBC in relation to an EFT Account, if any instruction is Unauthorised, or if a Delegate has given any fraudulent instructions.
- 16.2 Delegates should notify HSBC in Australia by calling its Customer Service line at any time by calling 1300 731 720 (or from overseas +61 2 9005 8414). If you do not you may be liable for any loss incurred on your Account. For Business Visa Debit Cards you may also call the nearest Visa Global Assistance Centre.
- 16.3 HSBC will acknowledge the notification by giving the Delegate a reference number that verifies the date and time HSBC was contacted. The number is proof that HSBC was advised according to these Banking Electronically Terms and should be kept for future reference. HSBC will then cancel the Access Method and arrange for the Delegate to select a new one.
- 16.4 If for any reason HSBC's customer service line is unavailable and this prevents notification, you will not be liable for any Unauthorised transaction which could have been prevented during this period if the customer service line had been available, provided HSBC is notified within a reasonable time of the customer service line becoming available again. If a Cardholder recovers a Business Visa Debit Card that has been reported lost or stolen, the Business Visa Debit Card must not be used again. Instead, the recovery should be reported to us or, where the

Cardholder is overseas, to any financial institution displaying the Visa card symbol. The Business Visa Debit Card should then be cut in half and returned to us.

- 16.5 You agree that HSBC may disclose information about you or your EFT Account to the police or other third parties if it thinks it will help prevent or recover losses or if it is legally obliged to do so.

17 EFT Transactions – Business Term Deposit Account

- 17.1 You can open a Business Term Deposit Account by using HSBC*net* and the Phone Banking Service as provided by HSBC, however, a Business Term Deposit Account cannot be used for transactional banking.

18 Liability for Unauthorised EFT Transactions and other Unauthorised transactions

- 18.1 Subject to sub-clause 18.2 below, you are liable for all EFT Transactions carried out in respect of your EFT Accounts.
- 18.2 You will not be liable for any loss in respect of an EFT Account caused by an Unauthorised EFT Transaction:
- (a) resulting from Unauthorised use of a Business Visa Debit Card or an Access Code or PIN before the Delegate has received the Business Visa Debit Card or Access Code which forms part of their Access Method;
 - (b) after HSBC receives notification that a Business Visa Debit Card has been misused, lost or stolen, or the Access Code, or PIN has become known to someone else;
 - (c) relating to any component of an Access Method that is forged, faulty, expired or cancelled;
 - (d) caused by the fraudulent or negligent conduct of employees or agents of:
 - (i) HSBC; or
 - (ii) any organisation involved in the provision of the EFT System, where it is clear that the Delegate has not contributed to the loss; or

- (e) caused by the same transaction being incorrectly debited by HSBC more than once to the same EFT Account.

18.3 Where HSBC proves on the balance of probabilities that the Delegate has contributed to any loss in respect of an EFT Account resulting from an Unauthorised EFT Transaction by:

- (a) the Delegate's fraud;
- (b) voluntarily disclosing the Access Code or PIN to anyone, including a family member or friend;
- (c) indicating the PIN on the Business Visa Debit Card;
- (d) keeping a record of the PIN with any one article or several articles carried with the Business Visa Debit Card or liable to loss or theft simultaneously with the Business Visa Debit Card, without making any reasonable attempt to disguise the PIN or taking responsible steps to prevent Unauthorised access to that record;
- (e) where the Access Method comprises an Access Code or PIN without a Business Visa Debit Card, keeping a record of the Access Code or PIN on one article or on several articles so that they are liable to loss or theft simultaneously, without making any reasonable attempt to disguise the Access Code or PIN or taking responsible steps to prevent Unauthorised access to that record;
- (f) when selecting or changing an Access Code or PIN, choosing an Access Code which represents as a numeric code the Delegate's birth date or an alphabetical code which is a recognisable part of the Delegate's name;
- (g) acting with carelessness in failing to protect the security of the Access Code or PIN;

you will be liable for all loss which occurs before HSBC is notified of the Unauthorised use or breach of Access Code or PIN security.

18.4 Where HSBC proves on the balance of probabilities that the Delegate has contributed to any loss in respect of an EFT Account resulting from an Unauthorised EFT Transaction by unreasonably delaying in notifying HSBC of the Unauthorised use, loss or theft of the Business Visa Debit

Card or that the Access Code has become known to someone else, you will be liable for all loss which occurs between when the Delegate became aware of the loss, theft or Unauthorised use (or should reasonably have become aware in the case of a lost or stolen Business Visa Debit Card) and when HSBC was actually notified.

- 18.5 If, cases not involving EFT Transactions, a Business Visa Debit Card is used without a Cardholder's authority, you are liable for the actual loss arising from the Unauthorised transaction(s) before we are notified of the Unauthorised use (except that portion of the loss incurred on any one day which exceeds any applicable daily or other periodic transaction limit) less any amount recovered by us in the exercise of our rights (if any) under the rules of the Visa International card scheme against other parties to that scheme.

19 Electronic system malfunctions

- 19.1 We will make all reasonable efforts to ensure that the Electronic Equipment or systems provided by or on behalf of us is operational and is functioning correctly. If the electronic system for processing transactions initiated using a Business Visa Debit Card malfunctions, alternative manual procedures may be available from the Merchant for retail point-of-sale transactions by using a Business Visa Debit Card and signing a Cardholder's authorisation of the transaction.
- 19.2 We are not liable to you if that Electronic Equipment or system does not accept a Cardholder's Instructions, or if an Access Method fails to operate the Electronic Equipment or system.
- 19.3 If the Electronic Equipment or system provided by or on behalf of HSBC to facilitate EFT Transactions malfunctions, HSBC will account to you for any loss caused by the equipment or system accepting a Cardholder's Instructions but failing to complete the transaction. However, if the Cardholder should have known that the equipment or system was unavailable for use or malfunctioning, HSBC will only be responsible for correcting errors in the Account and refunding to you any associated fees or charges.
- 19.4 Cardholders should make a note of the location of the relevant Electronic Equipment or system, the time of the malfunction and the amount

involved and report the malfunction to HSBC. You should also check your next Account statement to verify that the necessary corrections have been made to the EFT Account.

20 Business Visa Debit Cards

20.1 This clause 20 applies to Business Transaction Accounts only.

20.2 Issue of Business Visa Debit Cards:

- (a) You can have up to 5 Business Visa Debit Cards linked to your Account (including any overdraft facility). Primary Cards are issued to Authorised Signatories only. Additional Cards are issued to persons who are not Authorised Signatories.
- (b) The Daily Visa Purchase Limit and the Daily Withdrawal Limit are set during the Business Visa Debit Card ordering process. Only an Authorised Signatory can set or vary these limits.
- (c) Business Visa Debit Cards can have restricted access to view account balances and restricted access to cash withdrawals via EFTPOS and ATM. Only an Authorised Signatory can set or vary these access restrictions.
- (d) For the purpose of the Terms and Conditions, Cardholders are Delegates who are authorised to access and operate your Account by Business Visa Debit Card, subject to the Terms and Conditions and such limits and access restrictions as the Authorised Signatories notify us of in writing from time to time.

20.3 Receipt of a Business Visa Debit Card and PIN:

- (a) Each Business Visa Debit Card or its replacement will be sent to the Account holder's address by mail. Each Business Visa Debit Card should be signed by the Cardholder upon receipt. Soon after receipt of a Business Visa Debit Card, a Cardholder will receive a PIN for the Business Visa Debit Card. This will be in a specially sealed envelope to ensure that it is secure.
- (b) Where we give you a Business Visa Debit Card from an HSBC branch, the PIN will be received in the specially sealed envelope at the same time as the Business Visa Debit Card. If travelling

overseas, both the Business Visa Debit Card or replacement Business Visa Debit Card and PIN may be made available to Cardholders at an HSBC branch or other location acceptable to HSBC. Each Business Visa Debit Card is for the sole use of the person named on it and is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "valid end" date shown on it.

- (c) Each Business Visa Debit Card remains our property. We may issue replacement Business Visa Debit Cards at any time.

20.4 Use of a Business Visa Debit Card at an ATM or EFTPOS:

- (a) You authorise us to act on the Instructions entered into an EFT Terminal when:
 - (i) a Business Visa Debit Card is used with the PIN at the EFTPOS Terminal and the "savings" or "cheque" or "credit" button is selected; or
 - (ii) a Business Visa Debit Card is used without a PIN at an EFT Terminal and the "CR" or "credit" button is selected.
- (b) If it is not possible to carry out the Instructions given using a Business Visa Debit Card at an EFT Terminal on your EFT Account, the transaction may be directed to any other account you have with us.
- (c) Cash dispensed from an ATM is at your risk from when it becomes visible or available to a Cardholder at an ATM.
- (d) Unless there is a system malfunction or the transaction is a Business Visa Debit Card transaction using the "CR" or "credit" button without PIN, an EFT Terminal will only accept a Business Visa Debit Card if the correct PIN is entered on the keypad of the EFT Terminal. If the PIN is not accepted by an EFT Terminal, the sale and or provision of cash will be refused.
- (e) If, for any reason other than a malfunction, a Merchant does not accept a Business Visa Debit Card, or if a Cardholder has a complaint about the goods or services provided, this must be taken up with the Merchant and not with HSBC.

20.5 Daily Business Visa Debit Card Limits:

- (a) You must not use an Access Method to withdraw funds in excess of the Account balance. If the Account balance is exceeded without our approval, you must immediately repay the excess and the terms relating to Overdrawn Accounts will apply to your Account.
- (b) We will advise you separately of any other transaction limits that might apply. Merchants, our agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.

20.6 Overseas transactions:

- (a) Withdrawals made using a Business Visa Debit Card in an overseas country are subject to fees. The fees may change from time to time at HSBC's discretion. The Account in Australia will be debited with the amount of the overseas withdrawals at the prevailing foreign exchange rates, as determined by the relevant member of the HSBC Group or by HSBC's agents on the day of conversion to Australian currency.
- (b) The use of a Business Visa Debit Card in an overseas ATM or EFTPOS terminal displaying the Visa, Visa PLUS logos (as applicable) is governed by the regulations of the country in which the service is used and by the Terms and Conditions.
- (c) Transactions with a Business Visa Debit Card are converted from the currency of the transaction to the Australian Dollar equivalent as at the date they are processed. If you use your Business Visa Debit Card for purchases including online purchases or withdrawals from ATMs in an overseas country, we will charge fees as set out in the relevant Product Schedule. All transactions are listed on your Statement of Account in the currency of the transaction and the Australian Dollar equivalent.

20.7 Using a Business Visa Debit Card:

- (a) The Business Visa Debit Card can normally be used to obtain goods and services at Merchants (such as shops, vehicle repairers, restaurants and theatres) in Australia and overseas where the Visa symbols are displayed.

- (b) Cardholders can use the Business Visa Debit Card to obtain goods and services through mail order, by telephone, over the internet and by other means accepted by us from time to time, where the Merchant accepts that form of payment.
- (c) We have no control over the hours a Merchant may be open for business. The hours during which an EFT Terminal will be available may therefore vary in accordance with the Merchant's opening hours.
- (d) Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.
- (e) We are not responsible for goods or services obtained by using a Business Visa Debit Card, unless the law makes us liable. Therefore, if a Cardholder has any complaints about goods or services, they must be taken up with the Merchant.
- (f) You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods or services to which the voucher relates.
- (g) The fact that card promotional material or the Visa symbol is displayed at a Merchant's premises cannot be taken as a warranty by the Merchant or a guarantee by us that all goods and services available there may be obtained by using the Business Visa Debit Card. We are not responsible if a Merchant refuses to accept or honour the Business Visa Debit Card, does not allow cash withdrawals or places other limitations on using the Business Visa Debit Card.
- (h) Cardholders must check that the correct amount is entered in an EFT Terminal or written in the "total" box on a voucher before authorising a transaction or signing a voucher.
 - (i) Cardholders may be able to obtain cash on your relevant EFT Account by presenting the Business Visa Debit Card at a branch counter of a financial institution with whom we are associated.
 - (j) When obtaining cash at a branch of any associated financial institution, Cardholders may be required to produce suitable identification which identifies the holder of the Business

Visa Debit Card (such as photographic driver's licence or passport). We do not warrant that ATMs will always have money available. The minimum and maximum amount of cash that can be obtained using the Business Visa Debit Card may vary depending on which financial institution the Business Visa Debit Card is used at.

Part D: General Terms

1 Code of Banking Practice

- 1.1 HSBC has adopted the Code of Banking Practice ("**COBP**"). Not all the provisions of the COBP will apply to your Account. To the extent that the COBP applies to an Account, HSBC agrees to be bound by the provisions of the COBP.
- 1.2 General descriptive information about our banking services and the use of cheques is set out in our Corporate Banking Financial Services Guide and Code of Banking Practice Guide ("**FSG**"). The FSG includes the following information:
- HSBC's account opening procedures;
 - HSBC's obligations regarding the confidentiality of your information;
 - complaint handling procedures;
 - general descriptive information regarding cheques including bank cheques;
 - a recommendation that you inform HSBC promptly if you are in financial difficulty; and
 - a recommendation that you read the applicable terms and conditions (which in relation to your Account means you should carefully read the Terms and Conditions before you sign the Account Opening Documents).

A copy of the FSG is available on request.

2 Our Rights

- 2.1 We are authorised to select and use agents and third parties in the

performance of any transaction in connection with the Terms and Conditions including, without limitation, the enforcement of the Terms and Conditions against you.

- 2.2 We are authorised to use any payment system or intermediary bank we reasonably select. Notwithstanding any communication to the contrary from you, we shall act in accordance with the rules and regulations of any payment system or intermediary bank that we select.
- 2.3 Our duty to perform any obligation shall be suspended to the extent that, and for so long as, we cannot act on or execute, or are restricted in acting upon or executing, any instruction from you or performing any other obligation due to any events or circumstances outside our control.
- 2.4 To the extent that, and for so long as, such events or circumstances persist we are not obliged to perform that obligation at some other place, in some other currency or by providing cash
- 2.5 Our right of set off obligation in different currencies is not affected.

3 Your Responsibilities

- 3.1 You promise that all particulars given to us (whether in an Account Opening Document or otherwise) are accurate and complete and not, by omission or otherwise, misleading.
- 3.2 You owe us a duty of care and will not do anything which may facilitate, or omit to do anything which may prevent, any fraud, forgery or other illegal act.
- 3.3 You agree to promptly notify HSBC in writing of any change in:
 - (a) the authority of any Authorised Signatory; or
 - (b) the contents of any Account Opening Documents or any other documents, information or authorisations supplied pursuant to the Account Opening Documents.
- 3.4 If you are registered for our Phone Banking Service or HSBC*net* you may notify us of a change of address by phone.
- 3.5 If no such notice is given (regardless of whether such change is registered in a public registry), we are entitled to rely on information,

authorisations and documents previously supplied by you. We will not be responsible for any errors or losses associated with Account changes where we have received no or inadequate prior notice.

4 Costs and Expenses

- 4.1 You shall pay to us all reasonable costs and expenses (including legal fees on a full indemnity basis) incurred by us in connection with:
- (a) the exercise and preservation of rights under the Terms and Conditions;
 - (b) the appointing of agents or third parties for the purposes of providing certain services to you; and
 - (c) any legal proceedings or disputes between you and a third party where we become involved in such proceedings or disputes.
- 4.2 These costs and expenses are payable on demand or when we debit the Account for them.

5 Changes to Terms and Conditions

- 5.1 We have the right to change any part of the Terms and Conditions at any time. All these changes can be made without your consent.
- 5.2 Where the change is an increase in fees and charges, we will give you at least 30 days' notice before the change takes effect. For any other change, we will notify you of the change by no later than the day on which the change takes effect.
- 5.3 We may provide the above notice to you:
- (a) in writing;
 - (b) by Electronic Communication (if you agree to us doing so); or
 - (c) by an advertisement in one or more daily or national newspapers
- 5.4 We may notify you of the introduction or change of a government charge payable directly or indirectly by you by advertisement in the national or local media or in writing. We will not need to do so if the government advertises the change.

6 Communications

- 6.1 In order that transactions may be quickly and efficiently processed, we are entitled to rely upon and act in accordance with any Communication received from or purportedly sent by you or an Authorised Signatory. In order to allow flexibility, Communications can be given in any form agreed between HSBC and you pursuant to the Account Opening Documents, provided that, in our conclusive view, any such Communication is clear and unambiguous as to its terms. We reserve the right not to act on any Communication which is not in an agreed form. We may in our sole discretion and despite any other provisions of the Terms and Conditions, before or after we act on any Communication, require written confirmation of any such Communication from you.
- 6.2 We reserve our right not to act on, or to delay acting upon, any Communication received by us if we doubt the legality or authenticity of the Communication. If we exercise our right not to act on, or if we delay acting upon, any Communication we shall inform you as soon as reasonably possible. Where we choose to exercise such rights, you agree that we are not, and will not be, liable for any loss that you or any other person may incur as a result of our decision not to act or our delay in acting.
- 6.3 To help improve the services provided by us, and in the interests of security, we may monitor and/or record any telephone calls between us and you or any Authorised Signatory. Any recording may be used as evidence.
- 6.4 You acknowledge the risks associated with the different forms of Communications offered to you by us and agree to accept those risks for the purposes of making such Communications.
- 6.5 In addition to the above, by sending us any Electronic Instructions, you acknowledge and agree that:
- (a) you are requesting and authorising HSBC to accept and act on those Electronic Instructions, which HSBC in its sole discretion and in good faith believes to have been provided by you or an Authorised Signatory, without requiring written confirmation bearing actual signatures in accordance with the mandate for the Account before acting on those Electronic Instructions;
 - (b) there are risks inherent in the giving of Electronic Instructions. Fraudulent or other unauthorised instructions may be transmitted by

electronic communication. Facsimile instructions may be transmitted to wrong numbers, may never reach HSBC and may become known to third parties. You should not give us Electronic Instructions unless you understand and are prepared to undertake such risks;

- (c) good and proper receipt by HSBC of the Electronic Instructions will be conclusive evidence of such receipt;
- (d) HSBC will not be under any duty to verify the identity of the person or persons giving Electronic Instructions purportedly in your name (whether they are from you or any Authorised Signatory) and any transaction made pursuant to those Electronic Instructions will be binding on you whether made with or without your authority, knowledge or consent; and
- (e) you undertake to indemnify and to keep indemnified at all times, HSBC, against all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, incurred or suffered by HSBC as a result of or which arises in connection with (whether directly or indirectly), HSBC accepting and acting in good faith on any Electronic Instructions purporting to originate from you, an Authorised Signatory or any other person purporting to be authorised by you or acting on your behalf.

7 Electronic Communication

7.1 Where applicable to your EFT Account and Access Method, HSBC may ask you to agree that HSBC may satisfy any requirements under these Terms and Conditions to provide you and any Delegate with information (including a written notice) by:

- (a) sending an Electronic Communication to an electronic address nominated by you or the Delegate; or
- (b) making the information available at our website www.hsbc.com.au for retrieval by you or a Delegate (after notifying you or the Delegate by Electronic Communication to an electronic address nominated by you or the Delegate that the information is available for retrieval and the nature of the information and providing you or the Delegate with the ability to retrieve the information by Electronic Communication).

7.2 If you agree:

- (a) you will not receive paper copies of the relevant information, however HSBC may decide to send you information in paper copy where we deem it appropriate;
- (b) you or the Delegate will need to regularly check to see if he or she has received any Electronic Communications from us;
- (c) you or the Delegate will need to maintain and check his or her electronic address regularly to ensure it is always capable of receiving an Electronic Communication; and
- (d) you or the Delegate will be responsible for printing or saving important information – and we strongly recommend that Delegates do so.

7.3 You may at any time vary the electronic address you have nominated, or terminate your agreement with us that we can notify changes to you by one or both of the methods of Electronic Communication above.

7.4 If your Account has an approved overdraft arrangement, changes to the terms and conditions relating to the overdraft arrangement will be made in accordance with the COBP and those terms and conditions.

8 Liabilities and Indemnities

8.1 Subject to clause 18 of Part C “Banking Electronically Terms”, to the maximum extent permitted by law you agree that HSBC shall not be liable to you, any Authorised Signatory or any other person:

- (a) for any loss (including loss of profit), damage or delay other than such losses which arise as a direct result of the gross negligence or wilful misconduct of HSBC; or
- (b) any loss (including loss of profit), damage, delay or failure to perform caused in whole or in part by the action of any government or governmental agency, act of God, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving our staff or not, war, equipment failure, or interruption to power supplies or anything else beyond our reasonable control. We will attempt to notify you of the existence of such circumstances.

- 8.2 Where we use an agent or any third party in performance of any service in connection with the Terms and Conditions, we shall use reasonable care in any such selection; however we shall not be liable for any Loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agents.
- 8.3 You shall indemnify us against all losses and liabilities which we may incur as a result of:
- (a) any breach by you of any of the Terms and Conditions;
 - (b) loss, theft, fraud or misuse of any cheques provided to you;
 - (c) any Communications acted upon (whether or not such Communications were authorised by you or in an agreed form);
 - (d) any error or inaccuracy in any statement issued to you which has not been notified to us; and
 - (e) any enquiry by any governmental agency or authority involving you or any of your related bodies corporate (if any, as defined in the Corporations Act).

9 Commissions

- 9.1 If you are introduced to us by, or apply to us through, a third party (such as a financial planner, financial adviser, broker or accountant) then you acknowledge that we may pay that third party a commission.

10 Miscellaneous

- 10.1 To the maximum extent allowed by law, you give up any right to set off any amounts we owe you (for example, the credit balance in your Account) against amounts you owe us.
- 10.2 If any provision of the Terms and Conditions is, or becomes, illegal, invalid or unenforceable in any jurisdiction, this will not affect:
- (a) the validity or enforceability in that jurisdiction of any other provision of the Terms and Conditions; or
 - (b) the validity or enforceability in other jurisdictions of that or any other provision of the Terms and Conditions.

- 10.3 Our rights under the Terms and Conditions:
- (a) may be exercised as often as necessary;
 - (b) are cumulative and not exclusive of its rights under any applicable law; and
 - (c) may be waived only in writing and specifically.
- 10.4 Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 10.5 No mortgage, charge or other security interest may be granted over or in respect of any Account other than in our favour. Your rights in connection with any Account may not be transferred or assigned.
- 10.6 Proof of posting or transmission of any notice or Account statement (other than a Business Visa Debit Card or an Access Code or PIN) to you shall be deemed to be proof of receipt of the notice or Account statement by you at the time when the notice or Account statement would in the ordinary course be delivered or transmitted notwithstanding the fact that you may not actually receive it.
- 10.7 Where an obligation under the Terms and Conditions is due to be performed on a day that is not a Banking Day, such obligation shall be performed on the next Banking Day immediately after that day

11 Law and Jurisdiction

- 11.1 The Terms and Conditions shall be governed in accordance with the laws in force in New South Wales.
- 11.2 If you are not a resident of Australia:
- (a) you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales and any other court of any other jurisdiction notified to you by us for this purpose;
 - (b) you agree, on request by us, to appoint an agent for service of process in Australia; and
 - (c) you consent to the service of process out of any courts in Australia by mailing of copies of process by certified or registered airmail postage prepaid to you at your address given in the Account

Opening Documents or to any appointed process agent. In either case service will be taken to have been effected on receipt. Nothing in the Terms and Conditions affects the right to serve process in any other manner permitted by law.

12 Survival Upon Termination

The provisions contained in clause 1.1 of Part A, and clauses 3, 8 and 12 of Part D of this document shall continue to apply notwithstanding the closure of any of your Accounts.

Part E: Dispute Resolution

The following complaint handling procedures apply to the Accounts described in this document.

1 Introduction

- 1.1 At HSBC we are committed to the delivery of excellence through the highest customer service standards. Whether you are providing feedback, paying a compliment or making a complaint, your input is important.
- 1.2 We aim to resolve most issues within five working days. If more complex, it can take longer but we'll keep you informed of progress.

2 Making a Complaint

- 2.1 If you believe there is an error in an Account statement, or if you have any concerns about a procedure, compliance issue, or have encountered a problem with our service, we want you to tell us about it by contacting your Relationship Manager or call us on 1300 731 720 (or from overseas call +61 2 9005 8414) or make your concern known at your branch where the Branch Customer Service Manager should be able to resolve the problem; if not, we can undertake further investigation and action.

3 Customer Relations

- 3.1 If your complaint has not been resolved to your satisfaction, you can contact our Customer Relations Complaints team:

Toll Free: 1300 308 188

Facsimile: (02) 9255 2647

Mail: Customer Relations Department
HSBC Bank Australia Limited
Level 36, Tower 1 - International Towers Sydney
100 Barangaroo Avenue
Sydney NSW 2000
Australia

Or you can log onto our website, www.hsbc.com.au and record your complaints or feedback via the “Contact Us” icon.

4 Financial Claims Scheme

- 4.1 If you do open an Account, then in the event of HSBC becoming insolvent, you may be entitled to payment under the financial claims scheme. Payments under the scheme are subject to a limit for each depositor. Information about the scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

5 HSBC's Investigations

- 5.1 Our front line staff, managers or Customer Relations team should be able to resolve any issues you raise. If HSBC is unable to resolve your complaint immediately to your satisfaction, HSBC will advise you of the procedures for the further investigation and handling of your complaint and may ask you to provide further details. For example, if there is a dispute over who is liable for a loss resulting from an unauthorised transaction, you will be asked to complete and sign a form providing further information.
- 5.2 HSBC will investigate your complaint and within 21 days of receiving your complaint write to you, explaining the outcome of its investigation or that more time is needed to complete the investigation.

- 5.3 Unless there are exceptional circumstances, HSBC will complete its investigation within 45 days of receiving your complaint. If HSBC is unable to resolve your complaint within 45 days, HSBC will write to you and inform you of the reasons for the delay and provide you with monthly updates on the progress of its investigation and an indication of when your complaint is likely to be resolved, except where HSBC is awaiting a response from you and you have been advised that it requires such a response.

6 Results of HSBC's Investigations

- 6.1 When HSBC completes its investigations of your complaint, it will notify you in writing of:
- (a) the result;
 - (b) the reasons for its decision with reference to the relevant provisions of the Terms and Conditions; and
 - (c) any further action you can take in respect of your complaint.
- 6.2 If your Account is found to have been incorrectly credited or debited, HSBC will adjust your Account accordingly (including any interest and charges) and notify you in writing of the amount of the adjustment and, if the incorrect crediting relates to a discrepancy between the amount recorded by the Access Method as having been deposited and the amount recorded by us having been received, we will also notify you of the difference and the actual amount which has been credited to your Account.
- 6.3 If HSBC finds that you are liable for all or part of the disputed transaction, it will supply you with copies of any document or other evidence on which it based its findings, and advise you in writing if there was any system or equipment malfunction at the time of the transaction.
- 6.4 If you are not satisfied with the decision, you may wish to take the matter further. You may for instance, contact the Financial Ombudsman Service if you fall within its jurisdiction (see next section).

7 Financial Ombudsman Service (FOS)

- 7.1 The FOS scheme is an impartial, independent and free service for

personal and small business customers.

- 7.2 For more information refer to the FOS website www.fos.org.au.
- 7.3 You can contact the FOS by writing to:

Financial Ombudsman Service
GPO Box 3
Melbourne, VIC 3001
Phone: 1300 780 808 Facsimile: (03) 9613 6399
Email: info@fos.org.au

8 Business Visa Debit Cards

- 8.1 Complaints and queries concerning Business Visa Debit Cards can only be made by an Authorised Signatory.
- 8.2 If an Authorised Signatory has a complaint concerning a matter relating to the use of a Business Visa Debit Card or if they believe there is an error on a statement of Account relating to the use of a Business Visa Debit Card, they must tell us immediately in Australia by telephoning 1300 731 720 or contacting their HSBC branch or, if overseas, by telephoning +612 9005 8414. We may decide to resolve the matter under the rules of the Visa International card scheme. If we do so, resolution of the matter will be governed by the time limits imposed by those rules and if an Authorised Signatory delays notifying us of any apparent error, our ability to investigate and resolve the complaint may be restricted. For this reason an Authorised Signatory should report any suspected Unauthorised transaction to us as soon as possible.
- 8.3 If we are unable to resolve the matter immediately to the Authorised Signatory's satisfaction, the Authorised Signatory should notify us in writing. We may ask the Authorised Signatory to provide further details, including information concerning each transaction the Authorised Signatory wishes to query. When we receive this advice we will inform the Authorised Signatory in writing of our procedures to handle and investigate the matter.
- 8.4 Within 21 days after receiving the relevant details of the matter from the Authorised Signatory, we will advise the Authorised Signatory in writing of either the outcome of our investigation or our need for more time

to complete our investigation. In all but exceptional cases we should complete our investigation within 45 days of receiving the details.

- 8.5 Subject to sub-clauses 8.6(a) to (d) below, where an investigation continues beyond 45 days, we will write to the Authorised Signatory and inform them of the reasons for the delay and provide them with monthly updates on the progress of our investigation and a date when a decision can be reasonably expected, except where we are waiting for a response from the Delegate and we have advised the Authorised Signatory of this fact.
- 8.6 If we resolve a complaint or query by exercising our rights under the rules of the Visa International card scheme we will:
- (a) advise the Authorised Signatory of either the outcome of our investigation or our need for more time in accordance with the time limits under those rules;
 - (b) write to inform the Authorised Signatory of the reasons for delay only where an investigation continues beyond 60 days and provide the Authorised Signatory with updates on progress every two months;
 - (c) inform the Authorised Signatory in writing of when a decision can be reasonably expected; and
 - (d) suspend your obligation to pay any amount which is the subject of the complaint or query or any credit or other charges related to that amount until the matter has been resolved. Your obligation to pay any such amount or charges will be reinstated if the matter is not resolved in your favour.
- 8.7 Please note that although we are a member of the Visa International card scheme, we cannot automatically exercise our rights under that scheme. A disputed transaction must fall within a specific category before we can exercise our rights in respect of that transaction. Even if we can exercise our rights, there is no guarantee that our claim will be accepted, as the Merchant's bank may dispute our claim.

SCHEDULE 1

Business Transaction Account Product Schedule

1. Key features

The following table shows the key features of a Business Transaction Account.

Feature	Description
Access	HSBC <i>net</i> , telephone, branch, electronic and Business Visa Debit Card (on application only and subject to approval).
Overdraft facility	Optional. Available on application only and subject to approval.
Minimum opening deposit	AUD\$5,000
Minimum balance	No minimum account balance after opening. However, if the account balance falls below a certain amount, the interest rate will decrease to a lower rate. See "Interest rate" below.
Minimum withdrawal	No minimum.
Interest rate	Unless an interest rate has been separately agreed between you and us, the interest rates applicable to the Account are variable and tiered. A tiered rate means that you will earn or pay different rates of interest depending on the balance of your Account. These interest rates and the account balance thresholds to which they apply are set by HSBC and may change at any time. Current rates are set out in the Business Deposit Account Interest Rates document, which is available at www.hsbc.com.au under "Interest Rates" or on request at no charge. You can also call 1300 731 720 (or from overseas +61 2 9005 8414).
When is interest calculated?	Daily.
When is interest payable?	Unless otherwise agreed with you, interest is payable monthly in arrears on each 28 March, 28 June, 28 September and 28 December while the Account is open (or where any such date does not fall on a Banking Day then it will be paid on the next immediate Banking Day after that).

Where is interest paid?	To or from your Account or another Account you hold with us.
Statements of account	Issued monthly.
Feature	Description
Fees and charges	We regularly review our fees and charges to ensure that they remain competitive. Current fees and charges are set out in our separate Corporate Banking fees and charges guide which has been provided to you as part of the Terms and Conditions and is also available again on request at no charge.

If your Account requires more than one person to sign or authorise a transaction, then the Account cannot be accessed by Business Visa Debit Card.

2. Deposits and Withdrawals

Deposits and withdrawals can be made as shown in this table.

	Deposit	Withdrawal	Who can withdraw?
By HSBC <i>net</i> ¹	✓	✓ ²	Delegate(s)
By phone banking	✓	✓ ³	Delegate(s)
By periodic payment from another account with us	✓	✗	
By periodic payment from an account with another bank	✓	✗	
By periodic payment to another account with us	✗	✓	Authorised Signatory(ies) or Delegate(s) if done by phone banking/HSBC <i>net</i>
By periodic payment to an account with another bank	✗	✓	
By direct deposit	✓	✗	
By writing a cheque against the Account	✗	✓	Authorised Signatory(ies)
By giving written instructions to us to make regular payments to third parties on your behalf (periodical payments)	✗	✓	

	Deposit	Withdrawal	Who can withdraw?
By direct debit ⁴	X	✓	
In person at HSBC branches ⁵	✓	✓	Authorised Signatory(ies)
By Business Visa Debit Card			
EFTPOS	X	✓	Cardholder(s)
ATM (HSBC and non HSBC)	X	✓	
Other Business Visa Debit Card Transactions	X	✓	

1. To use HSBCnet you must register for this service. Your use of HSBCnet will be governed by the terms contained in the applicable HSBCnet service agreement, and for HSBCnet profiles established in Australia, the HSBCnet PDS, as updated from time to time
2. Including BPAY®. BPAY® payments made after 6pm, Sydney time, will not be processed until the next business day.
3. Either automated (including BPAY®) or staff assisted.
4. A direct debit is a withdrawal from your account made by a third party when you have given that third party authority to debit your Account.
5. If you specify that more than one signature is required to operate the Account, then the Account cannot be operated by Phone Banking or Business Visa Debit Card.

3. Chinese currency

- 3.1 You can transact in Renminbi through HSBCnet or Phone Banking or in person at HSBC branches.
- 3.2 Renminbi is subject to certain controls and there are limitations which currently apply to everyday transactions.
- 3.3 Restrictions description:

(a) **No cash handling**

HSBC Australia does not allow Renminbi cash deposits or withdrawals.

(b) **Destination of funds**

Remitting Renminbi to mainland China and Macau is not permitted except via HSBCnet where there is also a corresponding trade settlement transaction for goods and/or services with an eligible company in mainland China.

All Renminbi remittances to and from mainland China are subject

to verifications by the Chinese regulators and banks and must comply with the rules and requirements in mainland China. We will process the Renminbi remittance in accordance with our usual practice. However, we are not responsible for checking that the payment is compliant with Chinese requirements.

You should confirm with your counterparty in mainland China that:

- (i) they are able to remit or receive the RMB funds;
- (ii) their bank can accept payments with the account name expressed in English. If their bank holds the account name in Chinese characters only the payment may be rejected; and
- (iii) they provide you with the CNAPS (China National Advance Payment System) code of their bank.

Please note that not all cities and provinces in mainland China are within the CNAP scheme and those cities and provinces are subject to change without notice.

3.4 Australian Renminbi exchange limits

Australia has no Renminbi exchange limits.

4. Remitting Renminbi

HSBC Australia does not have a set limit for the value of overseas remittances of Renminbi. However, there may be cases where the receiving bank is limited to the value of Renminbi it is allowed to receive in any one payment. You should confirm if there are specific limits directly with any receiving banks.

Should the remittance be rejected and the funds are returned due to restrictions set by a receiving bank, HSBC Australia will not be liable for any direct or indirect loss howsoever arising nor for an exchange loss suffered, principal lost, fees incurred or any delay in the return of the funds from mainland China. HSBC Australia will also not refund any remittance fees. It may take several days for such returned funds to be received into your account with HSBC Australia.

4.1 Foreign exchange transactions in Renminbi

Exchange rates and interest rates quoted by HSBC in Renminbi are based on offshore market pricing.

SCHEDULE 2

Business Multi Currency Account Product Schedule

1. Key features

The following table shows the key features of a Business Multi Currency Account.

Feature	Description
Control currency	Australian Dollar (AUD) or any available currency.
Available foreign currencies (other currencies may be added later)	Great British Pound Stirling (GBP) Canadian Dollar (CAD) Chinese Renminbi (CNY) Danish Krone (DKK) Euro (EUR) Hong Kong Dollar (HKD) Japanese Yen (JPY) New Zealand Dollar (NZD) Norwegian Krone (NOK) Saudi Arabian Riyal (SAR) Singapore Dollar (SGD) South African Rand (ZAR) Swedish Krona (SEK) Swiss Franc (CHF) Thai Baht (THB) US Dollar (USD) UAE Dirham (AED)
Access	HSBC <i>net</i> , telephone, electronic and in person at branches (restrictions apply to cash deposits and withdrawals).
Minimum opening deposit	AUD\$10,000
Minimum balance	No minimum account balance after opening. However, if the account balance falls below a certain amount, the interest rate will decrease to a lower rate. See "Interest rate" below.
Minimum withdrawal	No minimum.
Foreign currency credits	Credits in foreign currency are credited to your Account and are added to the balance of that currency, unless we are instructed otherwise.

Feature	Description
Calculation and payment of interest	Interest is calculated on the individual daily balances of each Business Multi Currency Account. The accrued interest amounts for each currency are totalled and credited (where interest is payable by us to you) or debited (where interest is payable by you to us) to the Business Multi Currency Account monthly while the Business Multi Currency Account is open (or where any such date does not fall on a Banking Day then it will be paid on the next immediate Banking Day after that date) and on closure of the Business Multi Currency Account.
Interest rate	Unless an interest rate has been separately agreed between you and us, the interest rates applicable to each Business Multi Currency Account are variable and tiered. A tiered rate means that you will earn or pay different rates of interest depending on the particular currency balance to which the interest rate applies. These interest rates and the different Account balance thresholds to which they apply are set by HSBC and may change at any time. Current rates are set out in the Business Deposit Account interest rates document, which is available at www.hsbc.com.au under "Interest Rates" or on request at no charge. You can also call 1300 731 720 (or from overseas +61 2 9005 8414)
Statement of account	Issued monthly. Alternatively, you can request that they be issued quarterly.
Fees and charges	We regularly review our fees and charges to ensure that they remain competitive. Current fees and charges are set out in our separate Corporate Banking fees and charges guide which has been provided to you as part of the Terms and Conditions and is also available again on request at no charge.

2. Deposits and Withdrawals

Deposits and withdrawals can be made as shown in this table.

	Deposit	Withdrawal	Who can withdraw?
By HSBCnet ¹	✓	✓ ²	Delegate(s)
By phone banking	✓	✓ ³	Delegate(s)

	Deposit	Withdrawal	Who can withdraw?
By periodic payment from another account with us	✓	✗	N/A
By periodic payment from an account with another bank	✓	✗	N/A
By periodic payment to another account with us	✗	✓	Authorised Signatory(ies) or Delegate(s) if done by phone banking/HSBCnet
By periodic payment to an account with another bank	✗	✓	
By direct deposit	✓	✗	N/A
By direct credit	✓	✗	N/A
By giving written instructions to us to make regular payments to third parties on your behalf (periodical payments)	✗	✓	Authorised Signatory(ies)
Direct debit ⁴	✗	✓	N/A
In person at HSBC branches ⁵	✓	✓	Authorised Signatory(ies)

Notes

- To use HSBCnet you must register for this service. Your use of HSBCnet will be governed by the terms contained in the applicable HSBCnet service agreement, and for HSBCnet profiles established in Australia, the HSBCnet PDS, as updated from time to time. Please note that on HSBCnet you will be able to view each currency of your Business Multi Currency Account as an individual sub-account of your Account and each currency will have an individual sub-account number.
- Including BPAY®. BPAY® payments made after 6pm, Sydney time, will not be processed until the next business day.
- Either automated (including BPAY®) or staff assisted.
- For information about direct debits see "Restrictions on deposits and withdrawals" section below.
- Restrictions apply to cash deposits and withdrawals, see "Restrictions on deposits and withdrawals" section below.

3. Restrictions on cash deposits and withdrawals

3.1 Deposits

- Deposits can only be made in AUD, USD and HKD currencies at HSBC branches.
- Deposits can only be made in AUD at NAB branches.
- Initial deposits must be made in person at an HSBC branch. Initial deposits in cash are subject to satisfying HSBC's identification checks. Initial deposits cannot be made by USD cheque or third party cheque.

- (d) No transactions on foreign currency deposits will be accepted on public holidays of the country of currency concerned or on US public holidays.

3.2 Withdrawals

- (a) Cash withdrawals can only be made in AUD, USD and HKD currencies from HSBC branches.
- (b) Cash withdrawals in AUD may be made at any time. Cash withdrawals in HKD or USD may be subject to branch availability.
- (c) Cash withdrawals are not available at NAB branches.

4. Chinese currency

4.1 You can transact in Renminbi through HSBC*net* or Phone Banking or in person (other than making deposits or withdrawals which are not allowed) at HSBC branches.

4.2 Renminbi is subject to certain controls and there are limitations which currently apply to everyday transactions.

4.3 Restrictions description:

(a) **No cash handling**

HSBC Australia does not allow Renminbi cash deposits or withdrawals.

(b) **Destination of funds**

Remitting Renminbi to mainland China and Macau is not permitted except via HSBC*net* where there is also a corresponding trade settlement transaction for goods and/or services with an eligible company in mainland China.

All Renminbi remittances to and from mainland China are subject to verifications by the Chinese regulators and banks and must comply with the rules and requirements in mainland China. We will process the Renminbi remittance in accordance with our usual practice. However, we are not responsible for checking that the payment is compliant with Chinese requirements.

You should confirm with your counterparty in mainland China that:

- (i) they are able to remit or receive the RMB funds;
- (ii) their bank can accept payments with the account name expressed in English. If their bank holds the account name in Chinese characters only the payment may be rejected; and
- (iii) they provide you with the CNAPS (China National Advance Payment System) code of their bank.

Please note that not all cities and provinces in mainland China are within the CNAP scheme and those cities and provinces are subject to change without notice.

4.4 Australian Renminbi exchange limits

Australia has no Renminbi exchange limits.

4.5 Remitting Renminbi

HSBC Australia does not have a set limit for the value of overseas remittances of Renminbi. However, there may be cases where the receiving bank is limited to the value of Renminbi it is allowed to receive in any one payment. You should confirm if there are specific limits directly with any receiving banks.

Should the remittance be rejected and the funds are returned due to restrictions set by a receiving bank, HSBC Australia will not be liable for any direct or indirect loss howsoever arising nor for an exchange loss suffered, principal lost, fees incurred or any delay in the return of the funds from mainland China. HSBC Australia will also not refund any remittance fees. It may take several days for such returned funds to be received into your account with HSBC Australia.

4.6 Foreign exchange transactions in Renminbi

Exchange rates and interest rates quoted by HSBC in Renminbi are based on offshore market pricing.

5. Investing in Currency and Currency Fluctuations

5.1 You acknowledge and agree that:

- (a) there are risks in investing in a currency which is not your usual or base currency; that fluctuations in exchange rates may adversely impact on your funds when converting currencies; that past performance of a currency is not necessarily an indication of its future performance; and that you will use your own independent judgement in respect of currency conversions and/or remittances, and will not rely on any advice, opinions or data supplied by HSBC. For example, due to foreign exchange fluctuations and other restrictions, the actual Australian dollar equivalent of a foreign currency deposit could be smaller than the original amount deposited in Australian dollars (i.e. there is a risk of loss of principal on an Australian dollar basis); and
- (b) due to time delays in processing transactions and potential fluctuations in currency exchange rate, a rate of exchange advised to you on inquiry or on receipt of an instruction from you that involves a currency conversion may be different from the actual rate of exchange that may apply at the time of processing the transaction.
- (c) certain foreign currencies may not be withdrawn or deposited "in person" at certain HSBC Branches, and may be subject to certain transactional or other restrictions outside Australia. Furthermore, you shall be solely responsible for complying with any such foreign currency restrictions set forth by any governmental or regulatory authorities, or otherwise implemented by financial institutions, outside Australia.

SCHEDULE 3

Business Term Deposit Account Product Schedule

1. Key features

The following table shows the key features of a Business Term Deposit Account.

Feature	Description																				
Minimum deposit [^]	<table><tbody><tr><td>Australian Dollars (AUD)</td><td>\$20,000</td></tr><tr><td>Canadian Dollars (CAD)</td><td>\$25,000</td></tr><tr><td>Chinese Renminbi (CNY)</td><td>¥50,000</td></tr><tr><td>Euro (EUR)</td><td>€20,000</td></tr><tr><td>Great Britain Pound Sterling (GBP)</td><td>£10,000</td></tr><tr><td>Hong Kong Dollars (HKD)</td><td>\$150,000</td></tr><tr><td>Japanese Yen (JPY)</td><td>¥2,000,000</td></tr><tr><td>New Zealand Dollars (NZD)</td><td>\$25,000</td></tr><tr><td>Singapore Dollars (SGD)</td><td>\$25,000</td></tr><tr><td>United States Dollars (USD)</td><td>\$20,000</td></tr></tbody></table> <p>[^]Exception and other currencies not listed above may be accepted by arrangement.</p>	Australian Dollars (AUD)	\$20,000	Canadian Dollars (CAD)	\$25,000	Chinese Renminbi (CNY)	¥50,000	Euro (EUR)	€20,000	Great Britain Pound Sterling (GBP)	£10,000	Hong Kong Dollars (HKD)	\$150,000	Japanese Yen (JPY)	¥2,000,000	New Zealand Dollars (NZD)	\$25,000	Singapore Dollars (SGD)	\$25,000	United States Dollars (USD)	\$20,000
Australian Dollars (AUD)	\$20,000																				
Canadian Dollars (CAD)	\$25,000																				
Chinese Renminbi (CNY)	¥50,000																				
Euro (EUR)	€20,000																				
Great Britain Pound Sterling (GBP)	£10,000																				
Hong Kong Dollars (HKD)	\$150,000																				
Japanese Yen (JPY)	¥2,000,000																				
New Zealand Dollars (NZD)	\$25,000																				
Singapore Dollars (SGD)	\$25,000																				
United States Dollars (USD)	\$20,000																				
Maximum term	5 years or 60 months.																				
Access	HSBC <i>net</i> , telephone, (see the Account Access Summary and the Restrictions on deposits and withdrawals sections).																				
Interest rate	<p>The interest rate applicable to your Business Term Deposit Account will be our prevailing interest rate at the time your Account is opened or renewed. The interest rate is a fixed rate that will not change during the agreed term of your deposit for your Account unless you withdraw the deposit before the end of that term.</p> <p>The rate is recorded in the New Term Deposit Details for your Account. Your Account will start earning interest from the date we receive your deposit</p> <p>Current rates is available at www.hsbc.com.au under "Interest Rates" or on request, at no charge. You can also call 1300 731 720 (or from overseas +61 2 9005 8414).</p>																				

Feature	Description
When is interest calculated?	Daily.
When is interest payable?	Interest is payable at maturity of the Business Term Deposit Account or annually for Business Term Deposit Account with a term greater than 12 months.
Where is interest credited?	You may choose to have interest credited to a nominated bank account or paid by bank cheque or some other form agreed by us.
Statement of account	You agree that statements of account need not be provided for Business Term Deposit Accounts, however you will receive a letter of confirmation after the Business Term Deposit Account is opened. If you have other accounts with HSBC, you may receive a consolidated statement of account which includes your Business Term Deposit Account.
Withdrawals before the end of the term	<p><i>For Accounts opened or rolled over prior to 1st July 2015, no notice is required:</i></p> <p>Withdrawals may be made before the end of the specified term. However, if you withdraw funds from your Account before the end of the term, the interest you receive may be reduced by up to 50% and an administration fee will apply.</p> <p><i>For Accounts opened or rolled over on or after 1st July 2015 prior notice is required:</i></p> <p>Withdrawals may be made before the end of the specified term by giving us not less than 31 days' notice in writing. However, if you withdraw funds from your Account before the end of the term, the interest you receive may be reduced by up to 50% and an administration fee will apply. Where there are less than 31 days to maturity of your specified term, HSBC may in its discretion delay the withdrawal until the maturity date.</p> <p>If you have provided instructions to reinvest a maturing Business Term Deposit Account, and you change your instructions during the seven day period beginning immediately after the maturity date of the deposit, that change in instructions will not be treated as an 'early withdrawal' from the new Business Term Deposit Account. Accordingly, you will not need to provide advance notice to HSBC in respect of the withdrawal and there will be no reduction to the interest in respect of the withdrawn funds.</p>

Withdrawals before the end of the term (continued)

If you may need in the future to immediately withdraw funds from your Business Term Deposit Account opened or rolled over on or after 1st June 2015, other deposit products may be more suitable for you than that Business Term Deposit Account.

For all Accounts:

If you want to withdraw from your Account you must withdraw all funds and the Account will be closed. Your withdrawal instruction will not be effective unless you tell us what to do with all of the money in the Account.

If you have already been paid interest at the full rate, the principal amount payable to you when we close the Account will be reduced to put you in the same position as if interest on the amount deposited had been reduced by up to 50% of the whole time the Account was open.

What happens when a Term Deposit matures?

On maturity of a Business Term Deposit Account, we will act in accordance with the maturity instructions provided by you for dealing with the principal deposit (that is, principal and any interest that has not already been paid).

We need to receive an updated maturity instruction in writing, at least two Banking Days before the maturity, for it to be effective. The updated maturity instruction is for the principal deposit and the available maturity instructions include:

1. the Account to be closed and the principal deposit to be repaid in cash;
2. the Account to be closed and the principal deposit to be paid by bank cheque(s);
3. the Account to be closed and the principal deposit to be credited to a nominated bank account; or
4. the principal deposit to be renewed with or without additional funds.

If you have instructed us to reinvest a maturing Business Term Deposit Account, you can amend those maturity instructions at any time up until the end of the seven day period beginning immediately after the maturity date of the maturing Account. The maturity date is the first day after the end of the term of that deposit.

What happens when a Term Deposit matures?

In the event where there are no maturity instructions provided to us at least two Banking Days before the maturity date, we will renew the principal deposit for the same term at the standard interest rate applicable on the date of maturity. The principal deposit amount renewed will comprise of the principal and any interest that has not already been paid. If this occurs then the renewed interest rate you receive may be higher or lower than the interest rate you received from your previous Business Term Deposit Account.

2. Account access summary

	Open Account	Update Account Maturity Instruction	Early Withdrawal	Close Account	Who can access?
Branch ¹	X	✓	✓	✓	Account Signatories
Phone Banking ² : Agent Assisted	✓	✓	✓	✓	Delegates
Phone Banking ² : Automated	✓	✓	X	X	Delegates*
HSBCnet ²	✓	✓	X	X	Delegates*

*For "Open Account" and "Update Account Maturity Instruction" only.

Notes

- Restrictions apply to deposits and withdrawals see "Restrictions on deposits and withdrawals" section below.
- To use our Phone Banking Service you must register for the service. To use HSBCnet you must register for this service. Your use of HSBCnet will be governed by the terms contained in the applicable HSBCnet service agreement, and for HSBCnet profiles established in Australia, the HSBCnet PDS, as updated from time to time.

3. Restrictions on cash deposits and withdrawals

3.1 Deposits

- Business Term Deposit Account cannot be opened at HSBC branches.
- Cash deposits can only be made in AUD, USD and HKD currencies.

- (c) Initial deposits must be made in person at an HSBC branch. Initial deposits in cash are subject to satisfying HSBC's identification checks. Initial deposits cannot be made by USD cheque or third party cheque.
- (d) No transactions on foreign currency deposits will be accepted on public holidays of the country of currency concerned or on US public holidays.

3.2 Withdrawals

Cash withdrawals in HKD or USD may be subject to branch availability.

4. Chinese currency

4.1 Dealing in Chinese currency

You can open a Business Term Deposit Account in Renminbi and give instructions through *HSBCnet*, but you do not have full transactional functions with your Business Term Deposit Account.

Renminbi is subject to certain controls and there are limitations which currently apply to everyday transactions.

4.2 Minimum deposit

Minimum deposit CNY¥50,000.

4.3 Restriction description

- (a) **No cash handling** – HSBC does not allow Renminbi cash deposits or withdrawals.
- (b) **Destination of funds** – you can only remit Renminbi to one of your local accounts as agreed with HSBC.

4.4 Foreign exchange transactions

Exchange rates and interest rates quoted by HSBC in Renminbi are based on offshore market pricing.

5. Early termination interest risk

- 5.1 If you terminate your Business Term Deposit Account before the expiry of its term, you risk being paid interest at a reduced interest

rate than you would have been if you waited for the term to expire. The reduced interest will apply for the whole period from the day your Business Term Deposit Account is opened to the day you take money out of your Business Term Deposit Account.

- 5.2 If you have already been paid interest at the full rate, the principal amount payable to you when we close your Business Term Deposit Account will be reduced to put you in the same position as if interest on the amount deposited had been reduced by up to 50% of the whole time your Business Term Deposit Account was open.

6. Investing in Currency and Currency Fluctuations

6.1 You acknowledge and agree that:

- (a) there are risks in investing in a currency which is not your usual or base currency; that fluctuations in exchange rates may adversely impact on your funds when converting currencies; that past performance of a currency is not necessarily an indication of its future performance; and that you will use your own independent judgement in respect of currency conversions and/or remittances, and will not rely on any advice, opinions or data supplied by HSBC. For example, due to foreign exchange fluctuations and other restrictions, the actual Australian dollar equivalent of a foreign currency deposit could be smaller than the original amount deposited in Australian dollars (i.e. there is a risk of loss of principal on an Australian dollar basis);
- (b) due to time delays in processing transactions and potential fluctuations in currency exchange rate, a rate of exchange advised to you on inquiry or on receipt of an instruction from you that involves a currency conversion may be different from the actual rate of exchange that may apply at the time of processing the transaction;
- (c) certain foreign currencies may not be withdrawn or deposited "in person" at certain HSBC Branches, and may be subject to certain transactional or other restrictions outside Australia; and
- (d) you shall be solely responsible for complying with any such foreign currency restrictions set forth by any governmental or regulatory authorities, or otherwise implemented by financial institutions, outside Australia.

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