

# Account Product Schedule

## 1. Relationship Document

- 1.1 This Account Product Schedule forms part of the Services Schedule of the Master Services Agreement under the General Terms and Conditions (also referred to as the “Corporate Banking Deposit Accounts Terms and Conditions”).
- 1.2 This Account Product Schedule sets out the specific rights, terms, conditions and obligations that apply to the HSBC accounts set out hereunder and shall be read together with the General Terms and Conditions.
- 1.3 Unless otherwise defined in this Account Product Schedule, all capitalised terms used here shall have the same meanings given to them in the General Terms and Conditions.

## 2. Business Cheque Account Product Schedule

### Minimum opening deposit

\$5,000

### Maximum deposit

No maximum

### Interest rates

Unless an interest rate has been separately agreed between the Customer and the Bank, the interest rates applicable to the Account are variable rates and tiered. A tiered rate means that the Customer will earn or pay different rates of interest depending on the balance of the Customer’s Account. These interest rates and account balance thresholds to which they apply are set by the Bank and may change at any time. Rates current on the day the Customer receives this document are set out in the Bank’s separate document “Corporate Australian Dollar Deposit Interest Rates”. Current rates are available by visiting [www.hsbc.com.au](http://www.hsbc.com.au) at any time or by ringing the Customer’s Relationship Manager or 1300 300 437

### When is interest payable

Unless otherwise agreed with the Customer, interest is payable quarterly 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 date) and on closure of the Account.

### Where is interest credited or debited

To or from the Customer’s Account or another account the Customer holds with the Bank.

### How deposits and withdrawals can be made

	Deposit	Withdrawal
In person at HSBC Branches	Y	Y
In person at branches of a Service Provider	Y	N
By HSBCnet	Y	Y
Contacting the Customer’s branch or by letter	Y	Y
Contacting by facsimile	N	N
By periodic payment from another account with the Bank	Y	N

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By periodic payment from an account with another bank	Y	N
By standing instruction	Y	Y
By automatic direct deposit	Y	N
By writing a cheque against the Account	N	Y
By giving written instructions to the Bank to make regular payments to third parties on the Customer's behalf (periodical payments)	N	Y
By direct debit	N	Y

Withdrawals of Available Funds can be made by the Customer or any authorised signatory or by any person who holds an authorisation from the Customer or an authorised signatory which is acceptable to the Bank.

## **Minimum amount of withdrawal**

No minimum amount applies.

## **Statements of Account**

Statements of account will be issued either monthly or quarterly, as the Customer chooses.

### **3. International Cash Management Account Product Schedule**

#### **Minimum opening deposit**

\$5,000 for Accounts in Australian Dollars or its equivalent in any of the following currencies:

- ▶ Hong Kong Dollars
- ▶ United States Dollars
- ▶ Great Britain Pound Sterling
- ▶ Euro
- ▶ Canadian Dollars
- ▶ Japanese Yen
- ▶ Singapore Dollars
- ▶ New Zealand Dollars
- ▶ Chinese Renminbi

Currencies not listed above may be accepted by arrangement.

#### **Maximum deposit**

No maximum.

#### **Interest rates**

Unless an interest rate has been separately agreed between the Customer and the Bank, the interest rates applicable to each International Cash Management Account are variable rates and tiered. A tiered rate means that the Customer will earn or pay different rates of interest depending on the balance of the Customer's Account. These interest rates and the Account balance thresholds to which they apply are set by the Bank and may change at any time.

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## When is interest payable

Unless otherwise agreed with the Customer, interest is payable quarterly 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 date) and on closure of the Account.

## Where is interest credited or debited

To or from the Customer's Account or another account the Customer holds with the Bank.

## How deposits and withdrawals can be made

Australian Dollar accounts:

	Deposit	Withdrawal
In person at HSBC Branches	Y	Y
In person at branches of a Service Provider	Y	N
By HSBCnet	Y	Y
Contacting the Customer's branch or by letter	Y	Y
By periodic payment from another account with the Bank	Y	N
By periodic payment from an account with another bank	Y	N
By standing instruction	Y	Y
By automatic direct deposit	Y	N
By giving written instructions to the Bank to make regular payments to third parties on the Customer's behalf (periodical payments)	N	Y
By direct debit	N	Y

Withdrawals of Available Funds can be made by the Customer or any authorised signatory or by any person who holds an authorisation from the Customer or an authorised signatory which is acceptable to the Bank.

## How deposits and withdrawals can be made

Foreign currency accounts:

	Deposit	Withdrawal
In person at HSBC Branches	Y	Y <sup>1</sup>
via HSBCnet	Y	Y
Contacting the Customer's branch or by letter	Y	Y <sup>1</sup>
By periodic payment from another account with the Bank	Y	N

Notes:

<sup>1</sup> Currency conversions between Accounts also available.

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The Customer may make withdrawals on an International Cash Management Account which is in a currency other than Australian Dollars in the following manner:

In Australian Dollars	Y
In the form of telegraphic transfers	Y
In demand drafts <sup>2</sup>	Y

Notes: <sup>2</sup> Applicable currencies to be discussed with the Bank.

If any deposit or withdrawal is made in a currency different from the currency of the Account a currency conversion will be made to convert the funds deposited to the currency of the Account at the prevailing exchange rate.

## **Minimum amount of withdrawal**

No minimum amount applies.

## **Statements of Account**

Statements of account will be issued either monthly or quarterly as the Customer chooses.

## **4. Term Deposit Account Product Schedule**

### **Terms**

A choice of 1-11 months, 15 and 18 months and 1-5 years. Maximum term of 5 years.

### **Minimum deposit**

\$5,000 for Accounts in Australian Dollars or its equivalent in any of the following currencies:

- ▶ Hong Kong Dollars
- ▶ United States Dollars
- ▶ Great Britain Pound Sterling
- ▶ Canadian Dollars
- ▶ Singapore Dollars
- ▶ New Zealand Dollars
- ▶ Chinese Renminbi

Currencies and Terms not listed above may be accepted by arrangement.

### **Maximum deposit**

No maximum.

### **Interest rate**

The interest rate applicable to the Customer's Term Deposit Account will be the Bank's prevailing interest rate at the time the Customer's Account is opened or renewed. The interest rate is a fixed rate that will not change during the agreed term of the Customer's deposit to its Account unless the Customer withdraws the deposit before the end of that term. The rate is recorded in the Term Deposit Details for the Customer's Account. The Customer's Account will start earning interest from the date the Bank receives the Customer's deposit.

If the Customer takes any money out of its Account before the end of the term the interest rate the Customer receives will only be half of the interest rate that is set out in the Customer's Term Deposit Details. The reduced interest rate will apply for the whole period from the day the Customer's Account is opened to the day the Customer takes money out of its Account. If the Customer has already been paid interest at the full rate then the principal amount payable to the Customer when the Bank closes the Account will be reduced to put the Customer in the same position as if interest on the amount deposited had been reduced by 50% for the whole time the Account was open.

## **When is interest paid**

The Customer may choose the frequency with which interest may be paid. Interest may be paid in the following manner:

- (a) monthly or quarterly in arrears or at maturity for Term Deposits with a term of 12 months or less or
- (b) monthly, quarterly or annually in arrears or at maturity for Term Deposits with a term greater than 12 months.

The Term Deposit Details for a Term Deposit Account will show the frequency the Customer has chosen for that Account.

## **Where is interest credited**

The Customer may choose to have interest credited to a nominated bank account or paid by bank cheque or some other form agreed by the Bank. Interest not already paid can be reinvested at maturity for terms of 12 months or less.

Again, the Term Deposit Details will show what the Customer has chosen.

## **Withdrawals before the end of the term**

A premature withdrawal of the Term Deposit is only permitted with the Bank's consent and on such terms as the Bank may impose, which may include the levying of premature withdrawal charges. In the event the Bank (acting at its discretion) consents to the Customer's request for premature withdrawal (i.e. withdrawal before the end of a specified term), the customer must give the Bank not less than 31 days' notice in writing but please note that the interest rate reduction described above will apply. Where there are less than 31 days to maturity of the Customer's specified term, the Bank may in its discretion delay the withdrawal until the maturity date. If the Customer wants to take any money out the Customer must take it all out and the Account will be closed.

A withdrawal notice will not be effective unless the Customer tells the Bank what to do with all of the money in the Term Deposit Account. Withdrawals can only be made in person at HSBC branches by bank cheque/ cash or by crediting an account with the Bank. If the Customer has provided instructions to reinvest a maturing Term Deposit Account, and the Customer changes its 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 Term Deposit Account. Accordingly, the Customer will not need to provide advance notice to the Bank in respect of the withdrawal and there will be no reduction to the interest in respect of the withdrawn funds.

If the Customer need to immediately withdraw funds from its Term Deposit Account opened or rolled over, other deposit products may be more suitable for the Customer than that Term Deposit Account.

## **Minimum amount of withdrawal**

Not Applicable.

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## How deposits can be made

No additional deposits can be made during the term of the Account. The **initial deposit** to open the Account can be made as follows:

In person at HSBC Branches	Y
Contacting branch by telephone, facsimile or letter	Y
via HSBCnet	Y
By periodic payment from an account with another bank	Y
By automatic direct deposit	Y
By direct debit	Y

## Statements of Account

The Customer agrees that if the Banking Code of Practice does not apply, statements of account need not be provided for Term Deposit Accounts. If the Banking Code of Practice, does apply, statements of account will be provided to the Customer every six months or more frequently if the Customer asks. In either case the Customer will receive the Term Deposit Details for the Account when it is first opened.

## What happens when a Term Deposit matures

On maturity of a Term Deposit Account, the Bank will act in accordance with the instructions for dealing with the principal on maturity recorded in the Term Deposit Details for the Account unless the Customer asks the Bank, in writing, at least 2 Banking Days before maturity for the deposit (that is, principal and any interest that has not already been paid), to credit the deposit to a nominated bank account or to renew the deposit with or without additional funds.

If the Customer has instructed the Bank to reinvest a maturing Term Deposit Account, the Customer 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.

If the Term Deposit Details do not specify what should happen on maturity, and the Customer fails to exercise any of the above choices at least 2 Banking Days before the maturity date, the Bank will renew the deposit (that is, principal and any interest that has not already been paid) for the same term at the interest rate applicable on the date of maturity for a deposit of the same term and amount and otherwise on the terms and conditions applying at that time to Term Deposit Accounts. If this occurs, then the interest rate the Customer receives may be higher or lower than the interest rate the Customer received for its previous Term Deposit Account.

## 5. Project Trust Account Product Schedule

### What is a Project Trust Account?

Project Trust Account is a trust account established in accordance with Applicable Law requiring the holding of monies payable under a building or construction contract on trust. Project Trust Account includes a project trust account, a retention trust account, a retention money trust account and/or other trust account of similar nature by whatever name it is called under the Applicable Law.

**What is Applicable Law**

Applicable Law means all laws, legislations, and regulations as applicable and amended from time to time in any states or territories within Australia requiring the holding of money payable under a building or construction contract on trust with an approved or recognised financial institution including, but not limited to, the Building Industry Fairness (Security of Payment) Act 2017 (QLD) and the Queensland Building and Construction Commission Act 1991 (QLD); the Building & Construction Industry Security of Payment Act 1999 (NSW) and the Building & Construction Industry Security of Payment Regulation 2020 (NSW); the Building & Construction Industry (Security of Payment) Act 2021 (WA) and the Building & Construction Industry Security of Payment Regulation 2022 (WA); and other rules, directives, guidance, or requirements issued in connection with, or as may be imposed by the relevant government authority, body corporate or commissioner ("Relevant Authority") established or appointed under, these laws, legislations and regulations.

**Minimum deposit**

No minimum deposit required.

**Maximum deposit**

No maximum

**Interest rates**

Unless a rate has been agreed between the Customer and the Bank, the interest rates are set by the Bank or as agreed or required by the Relevant Authority in accordance with the Applicable Law and may change at any time. Rates current on the day the Customer receives this document are set out in the Bank's separate document "Corporate Australian Dollar Deposit Interest Rates".

**When is interest payable**

Unless otherwise agreed with the Customer, interest is payable monthly in arrears on each 28<sup>th</sup> of the month 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 date) and on closure of the Account.

**Where is interest paid**

To or from the Customer's Account or another account the Customer holds with the Bank or in accordance with the Applicable Law.

**Where fees are charged**

Fees will be redirected to the Customer's operating account.

**Withdrawals of available funds**

Can be made by the Customer or its authorised signatory(ies). Cash withdrawals or deposits are not allowed. Withdrawals and deposits must only be made in electronic format or other method as permitted under the Applicable Law. The Customer must ensure that the Account must never be overdrawn.

**Minimum amount of withdrawal**

No minimum amount applies.

**Statements of Account**

Statements of account will be issued either monthly or quarterly, as chosen by the Customer.

## Special Conditions

The following special conditions shall apply to Project Trust Account. The Customer acknowledges and agrees that:

- i. Project Trust Account must be opened and held under a name that includes the name of the head contractor or trustee and the word 'trust' or 'trust account'.
- ii. It shall be the Customer's sole responsibility to ensure that the Customer operates the Project Trust Account in such manner that it complies with the requirements of the Applicable Law;
- iii. The Customer warrants, represents and undertakes that the Customer shall at all times fulfil and comply with all requirements, duties and obligations applicable to the Customer under the Applicable Law;
- iv. The Customer shall seek its own independent professional legal advice as the Customer shall deem necessary in order that the Customer complies with the Applicable Law;
- v. The Bank shall not be under any obligation to control or supervise transactions in relation to a Project Trust Account or to oversee the application of money disbursed or withdrawn from the account.
- vi. The Bank shall not be liable for any loss, damage, cost and expenses suffered or incurred by the Customer or any other person as a result of the Customer's failure or neglect to comply with the Applicable Law or due to anything done by the Bank in complying with Applicable Law.
- vii. The Customer shall indemnify the Bank against any loss, damage, cost and expenses that may be suffered or incurred by the Bank as a result of the Customer's failure or neglect to comply with the Applicable Law or due to any act or omission on the Customer's part which results in the Bank not complying with the Applicable Law.
- viii. The Bank shall be entitled to take such actions as the Bank shall deem necessary in order for it to comply with the Applicable Law, including but not limited to providing information and regular reporting on matters relating to a Project Trust Account to the Relevant Authority and any person appointed or authorised by the Relevant Authority.

## 6. Business Transaction Account Product Schedule

### Key features

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

Feature	Description
Access	HSBCnet, 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.



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Minimum withdrawal	No minimum.
Interest rate	Unless an interest rate has been separately agreed between the Customer and the Bank, the interest rates applicable to the Account are variable and tiered. A tiered rate means that the Customer will earn or pay different rates of interest depending on the balance of the Customer's Account. These interest rates and the account balance thresholds to which they apply are set by the Bank and may change at any time. Current rates are available by visiting <a href="http://www.hsbc.com.au">www.hsbc.com.au</a> at any time or by ringing the Customer's Relationship Manager or 1300 300 437.
When is interest calculated?	Daily.
When is interest payable?	Unless otherwise agreed with the Customer, 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 the Customer's Account or another Account the Customer holds with the Bank.
Statements of account	Issued monthly.
Fees and charges	The Bank regularly review its fees and charges to ensure that they remain competitive. Current fees and charges are set out in the Bank's separate Corporate Banking Fees and Charges Guide which has been provided to the Customer as part of the terms and conditions and is also available again on request at no charge.

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

### Deposits and Withdrawals

Deposits and withdrawals can be made as shown in the table below.

	Deposit	Withdrawal	Who can withdraw?
By HSBCnet <sup>1</sup>	✓	✓ <sup>2</sup>	Delegate(s)
By phone banking	✓	✓ <sup>3</sup>	Delegate(s)
By periodic payment from another account with the Bank	✓	X	
By periodic payment from an account with another bank	✓	X	
By periodic payment to another account with the Bank	X	✓	Authorised Signatory(ies) or Delegate(s) if done by phone banking/HSBCnet
By periodic payment to an account with another bank	X	✓	

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By direct deposit	✓	X	
By writing a cheque against the Account	X	✓	Authorised Signatory(ies)
By giving written instructions to the Bank to make regular payments to third parties on the Customer's behalf (periodical payments)	X	✓	
By direct debit <sup>4</sup>	X	✓	
In person at HSBC branches <sup>5</sup>	✓	✓	Authorised Signatory(ies)
<b>By Business Visa Debit Card</b>			
EFTPOS	X	✓	Cardholder(s)
ATM (HSBC and non HSBC)	X	✓	
Other Business Visa Debit Card Transactions	X	✓	

### Notes:

- <sup>1</sup> To use HSBCnet, the Customer must register for this service. The Customer's 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
- <sup>2</sup> Including BPAY®. BPAY® payments made after 6pm, Sydney time, will not be processed until the next business day.
- <sup>3</sup> Either automated (including BPAY®) or staff assisted.
- <sup>4</sup> A direct debit is a withdrawal from the Customer's Account made by a third party when the Customer has given that third party authority to debit the Customer's Account.
- <sup>5</sup> If the Customer specifies 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.

### Statements of Account

The Bank will issue the Customer with a monthly statement of account or as otherwise requested by the Customer and agreed by the Bank, e.g. quarterly, unless the Customer has Business Visa Debit Card access to the Account, in which case the Bank will only issue statements monthly.

## 7. Business Multi Currency Account Product Schedule

### Key Features

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

Feature	Description
Control currency	Australian Dollar or any available currency.
Available foreign currencies (Currencies not listed may be accepted by arrangement)	Hong Kong Dollars United States Dollars Great Britain Pound Sterling Canadian Dollar Singapore Dollar New Zealand Dollars Chinese Renminbi

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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 the Customer's Account and are added to the balance of that currency, unless the Bank is instructed otherwise.
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 the Bank to the Customer) or debited (where interest is payable by the Customer to the Bank) 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 the Customer and the Bank, the interest rates applicable to each Business Multi Currency Account are variable and tiered. A tiered rate means that the Customer 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 the Bank and may change at any time. Current rates are available by visiting <a href="http://www.hsbc.com.au">www.hsbc.com.au</a> at any time or by ringing the Customer's Relationship Manager or 1300 300 437.
Statement of account	Issued monthly. Alternatively, the Customer can request that they be issued quarterly.
Fees and charges	The Bank regularly reviews its fees and charges to ensure that they remain competitive. Current fees and charges are set out in the Bank's separate Corporate Banking Fees and Charges guide which has been provided to the Customer as part of the terms and conditions and is also available again on request at no charge.

### Deposits and Withdrawals

Deposits and withdrawals can be made as shown in the table below.

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	Deposit	Withdrawal	Who can withdraw?
By HSBCnet <sup>1</sup>	✓	✓ <sup>2</sup>	Delegate(s)
By phone banking	✓	✓ <sup>3</sup>	Delegate(s)
By periodic payment from another account with the Bank	✓	X	N/A
By periodic payment from an account with another bank	✓	X	N/A
By periodic payment to another account with the Bank	X	✓	Authorised Signatory(ies) or Delegate(s) if done by phone banking/HSBCnet
By periodic payment to an account with another bank	X	✓	
By direct deposit	✓	X	N/A
By direct credit	✓	X	N/A
By giving written instructions to the Bank to make regular payments to third parties on the Customer's behalf (periodical payments)	X	✓	Authorised Signatory(ies)
Direct debit <sup>4</sup>	X	✓	N/A
In person at HSBC branches <sup>5</sup>	✓	✓	Authorised Signatory(ies)

## Notes:

<sup>1</sup> To use HSBCnet, the Customer must register for this service. The Customer's 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.

<sup>2</sup> Including BPAY®. BPAY® payments made after 6pm, Sydney time, will not be processed until the next business day.

<sup>3</sup> Either automated (including BPAY®) or staff assisted.

<sup>4</sup> For information about direct debits see "Restrictions on deposits and withdrawals" section below.

<sup>5</sup> Restrictions apply to cash deposits and withdrawals, see "Restrictions on deposits and withdrawals" section below.

## Restrictions on cash deposits and withdrawals

### (1) Deposits

- (a) Deposits can only be made in AUD, USD and HKD currencies at HSBC branches.
- (b) Deposits can only be made in AUD at NAB branches.
- (c) Initial deposits must be made in person at an HSBC branch. Initial deposits in cash are subject to satisfying the Bank'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.

### (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.
- (1) In respect of a Business Multi Currency Account, where an Australian dollar cheque is deposited into an Account which the Customer holds in a different currency and the Australian dollar cheque is dishonoured, the Bank will debit the Account with the value of the cheque calculated using its prevailing buying rate or the original selling rate, whichever is lower.

### 8. Banking Electronically Terms (apply in relation to Phone Banking Service and Business Visa Debit Cards)

- 8.1 These Banking Electronically Terms ("**Banking Electronically Terms**") apply if an Account can be accessed by Phone Banking Service or one or more Business Visa Debit Cards.
- 8.2 To use HSBCnet, the Customer must register for such service relating to the Bank's electronic banking systems. The Customer's use of HSBCnet will be governed by the relevant agreement(s) that set out the terms on which the Customer may use HSBCnet (such as the E-Terms, the Master Services Agreement or similar E-Channels terms and conditions). For clarity, these Banking Electronically Terms do not apply to HSBCnet.
- 8.3 The capitalised terms below shall have the following meaning where used anywhere in this Business Transaction Account and Business Visa Debit Card Product Schedule:

**"Access Code"** means the Personal Identification Number (PIN) supplied to a Delegate by the Bank 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 the Bank 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.

**"ATM"** means an automatic teller machine.

**"ATM Operator Fees"** means the fees that may be charged to the Account if the Customer uses an ATM that is owned or operated by another financial institution, bank or their service providers.

**"Authorised Signatory"** means a person authorised by the Customer to operate an Account and accepted by the Bank at the relevant time as an Authorised Signatory.

**"Biller"** means an organisation which tells the Customer that the Customer can make payments to it through the Bpay<sup>®</sup> Scheme.

**"Bpay<sup>®</sup> Payment"** means a payment the Customer instructs the Bank to make on its behalf to a Biller through the Bpay<sup>®</sup> Scheme.

**"Bpay<sup>®</sup> Scheme"** means an electronic payments scheme through which the Customer can ask the Bank, while the Bank remains a member of the scheme, to make payments

on its behalf to Billers. The Bank will tell the Customer if it ceases to be a member of the scheme.

**“Business Visa Debit Card”** means a Business Visa Debit Card issued to a Cardholder by the Bank for use at EFT Terminals to access the Customer’s Accounts.

**“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.

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

**“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 the Customer’s Business Visa Debit Card, inclusive of any ATM Operator Fees, the total maximum withdrawal from the Customer’s 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 EFTPOS Terminal, and is set by the Authorised Signatory from time to time.

**“Delegate”** means the Customer and any person authorised by the Customer and the Bank to use the Phone Banking Service, HSBCnet or a Business Visa Debit Card to access and operate the Account. The Customer can appoint different people as Delegates for Phone Banking Service, HSBCnet and Business Visa Debit Card (called Cardholders).

**“EFTPOS”** means Electronic Funds Transfer at Point of Sale.

**“EFT Terminal”** or **“EFTPOS Terminal”** means an electronic device that assists in or facilitates the transfer of funds from the Customer’s Account to a Merchant’s bank account.

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

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

**“Electronic Equipment”** means an electronic equipment or system provided by or on behalf of the Bank to facilitate, process or effect an EFT Transaction;

**“Identifier”** means information which must be provided to access the 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 the Bank 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 the Bank 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](http://www.hsbc.com.au) or as advised by the Bank to the Customer.

**“PBN”** means the ten-digit Personal Banking Number supplied to a Delegate and by which the Bank 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 the Bank.

**“PIN”** means the Personal Identification Number used as an Access Code supplied to a Delegate by the Bank 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.

**“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.

## 8.4 Acceptance

The first use of an Access Method by a Delegate after receiving these Banking Electronically Terms will constitute the Customer’s agreement to these Banking Electronically Terms in respect of the Service which is accessed. These Banking Electronically Terms also apply to any Access Method replaced or reissued by the Bank.

## 8.5 Delegates

- (a) If the Bank agrees, the Customer may authorise other persons as Delegates to access and operate the Customer’s Account (including any overdraft facility) using a Service.
- (b) The Bank suggests the Customer provides all Delegates with a copy of these terms. A Delegate’s access to the Customer’s Accounts using a Service is governed by the relevant provisions of these terms and other relevant terms under the Relationship Documents. The Customer must ensure that each Delegate protects their Access Method in the same way these terms require the Customer to protect its Access Method.
- (c) The Customer will be liable for all transactions carried out on the Account by any person authorised by the Customer (including Cardholders issued with a Business

Visa Debit Card). The Customer's cancellation of a Delegate's authority will not be effective until the Customer's notification of the cancellation is received by the Bank and, where applicable, all Business Visa Debit Cards held by all Cardholders have been returned to the Bank or the Bank is satisfied that all Business Visa Debit Cards held by all Cardholders have been destroyed.

## 8.6 Agreed limits

- (a) 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 the Bank. In the case of Business Visa Debit Card, this includes the Cardholder's Daily Visa Purchase Limit and the Daily Withdrawal Limit. If an Account goes over the agreed limit, the Bank may permit a Delegate to use the Access Method, but the Customer must ensure that funds are deposited into the Account which brings the Account back within its agreed limit, without unreasonable delay.
- (b) Merchants, the Bank's agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.

## 8.7 Daily Limits for Phone Banking

- (a) In respect of a Business Transaction Account or a Business Multi Currency Account, if the Customer transfers funds through the Phone Banking Service, the Customer's limits are as follows:

	<b>Phone Banking Service daily limit per Delegate*</b>
Transfer between EFT Accounts	AUD500,000
Transfer between EFT Accounts and;	
• third party accounts (including third party HSBC accounts);	AUD 3,000 automated
• accounts the Customer 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 the Customer has two Delegates, each Delegate may each effect daily transfers "between EFT Accounts" of up to \$500,000.

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

## 8.8 Termination

- (a) The Customer may stop its use of the Service at any time by giving written notice to the Bank.
- (b) The Bank may terminate the Service at any time by giving the Customer a written notice.



- (c) The Bank 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 these Banking Electronically Terms or other applicable terms and conditions.
- (d) When an Access Method has been cancelled by the Customer or the Bank, Delegates must not attempt to use the cancelled Access Method again. Where the Service involves the provision of a Business Visa Debit Card, the Bank may require the Customer to return all Business Visa Debit Cards held by all Cardholders.
- (e) Bill payments or funds transfers for which instructions have been given and which are scheduled to be made after the Customer's use of the Service is terminated may not be effected by the Bank.

### 8.9 Receipts

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.

### 8.10 Access to the Phone Banking Service

- (a) The Customer agrees that any person who supplies the Bank with its PBN and Access Code, or a Delegate's PBN and Access Code, may be allowed access to the Phone Banking Service and to any Account. The Customer acknowledges that the Bank will not make a payment to another person unless the correct Access Code and PBN are supplied.
- (b) The Customer agrees that the Bank may delay acting upon an Instruction or ask for more information before acting on an Instruction.
- (c) The Bank 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.
- (d) Where the Bank has Instructions for more than one payment from an Account, it will determine the order or priority in which the payments are made.
- (e) The Bank 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.
- (f) If the Customer requests and if the Bank agrees, the Customer and a third party may nominate a third party's HSBC account to be accessed through the Phone Banking Service. The Customer 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. The Customer indemnifies the Bank 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.
- (g) Transactions through Phone Banking may not be able to be stopped once the Customer has given its instruction. The only exception to this is a transfer to another account with the Bank which may be able to be stopped or reversed if the Customer contacts the Bank's operator assisted Phone Banking service.

## 8.11 Processing Instructions

- (a) If a Delegate gives an Instruction on a Banking Day to make a payment from an Account after the Payment Cut-off Time it may be processed on the next Banking Day.
- (b) If a Delegate gives an Instruction to make an Australian Dollar payment between any accounts with the Bank on a day when any branch of the Bank is open for business it will be made on that day. If no branch of the Bank is open for business the transfer will be made on the next day upon which such a branch is open for business.
- (c) If a Delegate gives an Instruction to make an Australian Dollar transfer to any account not held with the Bank on any day which is not a Banking Day it will not be made until the next Banking Day.
- (d) 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.
- (e) A Bpay<sup>®</sup> 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<sup>®</sup> Scheme does not process the request as soon as they receive its details.

## 8.12 Security of Access Methods

- (a) Delegates must keep their Access Methods secure to prevent Unauthorised use of the 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.
- (b) These guidelines should be followed by Delegates to ensure the security of an Access Method.
- (c) To protect a Business Visa Debit Card:
  - (i) Sign the Business Visa Debit Card as soon as it is received.
  - (ii) Carry the Business Visa Debit Card whenever possible.
  - (iii) Always keep the Business Visa Debit Card in a safe place and check regularly to ensure that it has not been lost or stolen.
  - (iv) Do not lend the Business Visa Debit Card to anyone.
  - (v) When an EFT Transaction is complete, remember to take the Business Visa Debit Card and any receipt.
- (d) To protect the Access Code or PIN:
  - (i) Memorise the Access Code or PIN when it is received and destroy the Bank's notification of the Access Code or PIN.
  - (ii) 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).
  - (iii) Do not keep a record of an Access Code or PIN in a way in which it can be determined by another person.

- (iv) Do not record an Access Code or PIN and Identifier together, or record a PIN on the Business Visa Debit Card.
- (v) 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.
- (vi) 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.
- (vii) Be ready to use the Business Visa Debit Card and enter the PIN when at the Electronic Equipment.
- (viii) Do not allow anyone to watch the PIN being entered at Electronic Equipment.
- (ix) Do not leave anything behind after making an EFT Transaction, such as the Business Visa Debit Card or transaction receipt.
- (x) 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.
- (xi) Notify the Bank immediately by calling 1300 731 720 (or from overseas +61 2 9005 8414) or such other contact number as may be updated from time to time by the Bank, 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.
- (e) 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.
- (f) Examples which the Bank does not consider provide a reasonable disguise are:
  - (i) recording the Access Code or PIN as a series of numbers with any of them marked, circled or highlighted to indicate the Access Method;
  - (ii) recording the Access Code or PIN with surrounding information which makes it stand out from its context;
  - (iii) recording the Access Code or PIN as a string of digits in isolation from other information unless the context provides adequate disguise;
  - (iv) disguising the Access Code or PIN by reversing the number sequence;
  - (v) describing the disguised record as a "PIN record", "Access Code record" or similar;
  - (vi) 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;
  - (vii) if the Bank allows 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:
    - dates of birth;
    - personal telephone numbers;
    - car registration numbers;
    - family members' names;

- social security numbers; or
- licence numbers;

(viii) recording the Access Code or PIN as a:

- date of birth;
- postcode; or
- telephone number,  
without additional features of disguise;

(ix) storing the Access Code or PIN in any low security electronic device of any kind, such as (but not limited to):

- calculators;
- personal computers; or
- electronic organisers.

(g) 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.

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

- (a) Delegates must notify the Bank 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 Account without a Delegate's authority. Delegates should also notify the Bank if they believe they have made a mistake in instructing the Bank to make a Bpay<sup>®</sup> Payment, if there are any delays or mistakes in processing Bpay<sup>®</sup> Payments, if a Bpay<sup>®</sup> Payment that has been made from an Account is Unauthorised, if a Delegate has been fraudulently induced to make a Bpay<sup>®</sup> Payment, if they believe they have made a mistake in their instruction to the Bank in relation to an Account, if any instruction is Unauthorised, or if a Delegate has given any fraudulent instructions.
- (b) Delegates should notify the Bank in Australia by calling its customer service line at any time by calling 1300 731 720 (or from overseas +61 2 9005 8414) (or such other contact number as may be updated from time to time by the Bank). If the Customer does not, the Customer may be liable for any loss incurred on the Account. For Business Visa Debit Cards, the Customer may also call the nearest Visa Global Assistance Centre.
- (c) The Bank will acknowledge the notification by giving the Delegate a reference number that verifies the date and time the Bank was contacted. The number is proof that the Bank was advised according to these Banking Electronically Terms and should be kept for future reference. The Bank will then cancel the Access Method and arrange for the Delegate to select a new one.
- (d) If for any reason the Bank's customer service line is unavailable and this prevents notification, the Customer 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 the Bank 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 the Bank.

- (e) The Customer agrees that the Bank may disclose information about the Customer or its Account to the police or other third parties if the Bank thinks it will help prevent or recover losses or if it is legally obliged to do so.

### 8.14 Liability for Unauthorised EFT Transactions and other Unauthorised transactions.

- (a) Subject to the clause immediately below, the Customer is liable for all EFT Transactions carried out in respect of its Accounts.
- (b) The Customer will not be liable for any loss in respect of an Account caused by an Unauthorised EFT Transaction:
  - (i) 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;
  - (ii) after the Bank 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;
  - (iii) relating to any component of an Access Method that is forged, faulty, expired or cancelled;
  - (iv) caused by the fraudulent or negligent conduct of employees or agents of:
    - the Bank; or
    - any organisation involved in the provision of the EFT system, where it is clear that the Delegate has not contributed to the loss; or
  - (v) caused by the same transaction being incorrectly debited by the Bank more than once to the same Account.
- (c) Where the Bank proves on the balance of probabilities that the Delegate has contributed to any loss in respect of an Account resulting from an Unauthorised EFT Transaction by:
  - (i) the Delegate's fraud;
  - (ii) voluntarily disclosing the Access Code or PIN to anyone, including a family member or friend;
  - (iii) indicating the PIN on the Business Visa Debit Card;
  - (iv) 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;
  - (v) 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;
  - (vi) 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;

(vii) acting with carelessness in failing to protect the security of the Access Code or PIN;

(viii) the Customer will be liable for all loss which occurs before the Bank is notified of the Unauthorised use or breach of Access Code or PIN security.

- (d) Where the Bank proves on the balance of probabilities that the Delegate has contributed to any loss in respect of an Account resulting from an Unauthorised EFT Transaction by unreasonably delaying in notifying the Bank of the Unauthorised use, loss or theft of the Business Visa Debit Card or that the Access Code has become known to someone else, the Customer 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 the Bank was actually notified.
- (e) If, cases not involving EFT Transactions, a Business Visa Debit Card is used without a Cardholder's authority, the Customer is liable for the actual loss arising from the Unauthorised transaction(s) before the Bank is 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 the Bank in the exercise of the Bank's rights (if any) under the rules of the Visa International card scheme against other parties to that scheme.

### 8.15 Electronic system malfunctions

- (a) The Bank will make all reasonable efforts to ensure that the Electronic Equipment or systems provided by or on behalf of the Bank 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.
- (b) The Bank is not liable to the Customer 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.
- (c) If the Electronic Equipment or system provided by or on behalf of the Bank to facilitate EFT Transactions malfunctions, the Bank will account to the Customer 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, the Bank will only be responsible for correcting errors in the Account and refunding to the Customer any associated fees or charges.
- (d) 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 the Bank. The Customer should also check its next Account statement to verify that the necessary corrections have been made to the Account.

### 8.16 Business Visa Debit Cards

- (a) This clause 8.16 applies to Business Transaction Accounts only.
- (b) Issue of Business Visa Debit Cards:

- (i) The Customer can have up to 5 Business Visa Debit Cards linked to its Business Transaction Account (including any overdraft facility). Primary cards are issued to Authorised Signatories only. Additional cards are issued to persons who are not Authorised Signatories.
  - (ii) 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.
  - (iii) 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.
  - (iv) For the purpose of these Banking Electronically Terms, Cardholders are Delegates who are authorised to access and operate the Customer's Account by Business Visa Debit Card, subject to these Banking Electronically Terms and such limits and access restrictions as the Authorised Signatories notify the Bank of in writing from time to time.
- (c) Receipt of a Business Visa Debit Card and PIN:
  - (i) 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.
  - (ii) Where the Bank gives the Customer 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 the Bank. 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.
  - (iii) Each Business Visa Debit Card remains the Bank's property. The Bank may issue replacement Business Visa Debit Cards at any time.
- (d) Use of a Business Visa Debit Card at an ATM or EFTPOS:
  - (i) The Customer authorises the Bank to act on the Instructions entered into an EFT Terminal when:
    - 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
    - a Business Visa Debit Card is used without a PIN at an EFT Terminal and the "CR" or "credit" button is selected.
  - (ii) If it is not possible to carry out the Instructions given using a Business Visa Debit Card at an EFT Terminal on the Customer's selected Account, the transaction may be directed to any other account the Customer have with us.
  - (iii) Cash dispensed from an ATM is at the Customer's risk from when it becomes visible or available to a Cardholder at an ATM.
  - (iv) 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.

- (v) 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 the Bank.
- (e) Daily Business Visa Debit Card Limits:
  - (i) The Customer must not use an Access Method to withdraw funds in excess of the Account balance. If the Account balance is exceeded without the Bank's approval, the Customer must immediately repay the excess and the terms relating to Overdrawn Accounts will apply to the Customer's Account.
  - (ii) The Bank will advise the Customer separately of any other transaction limits that might apply. Merchants, the Bank's agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.
- (f) Overseas transactions:
  - (i) 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 the Bank'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 the Bank's agents on the day of conversion to Australian currency.
  - (ii) 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 applicable terms and conditions under this document.
  - (iii) 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 the Customer uses its Business Visa Debit Card for purchases including online purchases or withdrawals from ATMs in an overseas country, the Bank will charge fees as set out in the relevant Product Schedule. All transactions are listed on the Customer's statement of account in the currency of the transaction and the Australian Dollar equivalent.
- (g) Using a Business Visa Debit Card:
  - (i) 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.
  - (ii) 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 the Bank from time to time, where the Merchant accepts that form of payment.
  - (iii) The Bank has 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.
  - (iv) Some transactions need authorisation from the Bank. The Bank may choose not to authorise a proposed transaction.



- (v) The Bank is not responsible for goods or services obtained by the Customer or Cardholder using a Business Visa Debit Card, unless the law makes the Bank liable. Therefore, if a Cardholder has any complaints about goods or services, they must be taken up with the Merchant.
  - (vi) The Customer agrees 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.
  - (vii) 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. The Bank is 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.
  - (viii) 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.
  - (ix) Cardholders may be able to obtain cash on the Customer's relevant Account by presenting the Business Visa Debit Card at a branch counter of a financial institution with whom the Bank is associated.
  - (x) 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). The Bank does 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.
- (h) Disputes and complaints relating to Business Visa Debit Card:
- (i) Where the Customer has any concerns or wishes to raise any dispute or make a complaint relating to the use of Business Visa Debit Cards, the Customer shall follow the Bank's disputes and complaint handling procedures as set out in Clause 5 of the Account Disclosures, which apply similarly here.
  - (ii) In addition, the following provisions under this clause 8.16(h) are also applicable to the extent that they relate to Business Visa Debit Card, and will be read together with the provisions of Clause 5 of the Account Disclosures.
  - (iii) For disputed payments relating to the Business Visa Debit Card including a disputed, unauthorised or irregular transaction (including telephone and internet transactions) or where Customer believes there is an error in an Account statement (each and collectively, "**dispute**"), please refer to Clause 5.2 of the Account Disclosures.
  - (iv) In relation to Business Visa Debit Card, the Bank may decide to resolve the dispute under the rules of applicable card scheme. These rules set out the dispute procedures and notification timeframes that the Bank must comply with. If the Bank does so, resolution of the dispute will be governed by the time limits imposed by those rules and if the Customer delays notifying the Bank of any apparent error, the Bank's ability to investigate and resolve the dispute may be restricted or lost. For this reason, the Customer should

report any suspected unauthorised transaction to the Bank as soon as possible.

- (v) In some cases, a chargeback right may exist. Depending on the type of transaction, this means that the Bank may claim a refund from the merchant on the Customer's behalf up to 75 or 120 days after the date of the disputed transaction. It is therefore in the Customer's interest to report any disputed transactions to the Bank as soon as possible, else the Customer may be held liable for the loss.
  - (vi) Where no chargeback right exists and the transaction is done electronically, the ePayments Code and different rules and time frames may apply.
  - (vii) Whilst the Bank investigates the Customer's disputed transaction, the Bank may suspend the Customer's obligation to pay any amount which is the subject of the dispute or any credit or other interest charges related to that amount until the dispute has been resolved. The Customer's obligation to pay the disputed transaction amount and/or charges will be reinstated if the outcome of the dispute is not found in the Customer's favour.
  - (viii) Please note that although the Bank is a member of the card scheme, the Bank cannot automatically exercise its rights under that scheme. A disputed transaction must fall within a specific category before the Bank can exercise the Bank's rights in respect of that transaction. Even if the Bank can exercise the Bank's rights, there is no guarantee that the Bank's claim will be accepted, as the merchant's bank may dispute the Bank's claim.
  - (ix) When the Bank completes its investigation of the disputed transaction, the Bank will advise the Customer in writing of the outcome, the reasons for its decision (and, if applicable, with reference to any relevant provisions of the *ePayments Code*) and any further action the Customer can take in respect of the dispute.
  - (x) If the Customer is not satisfied with the Bank's decision or the Bank's handling of the dispute at any point, the Customer may make a complaint with the Bank (refer to Clauses 5.3 to 5.6 of the Account Disclosures).
  - (xi) If the Customer is a small business (as defined by the AFCA Rules in the Account Disclosures) and the complaint is related to financial hardship or debt collection decisions made by the Bank, different timeframes for handling the complaint may apply.
- (i) Cancellation and return of Business Visa Debit Cards
- (i) The Bank may cancel a Business Visa Debit Card, ask for its return, retain a Business Visa Debit Card presented to the Bank or another person or otherwise cancel access to an EFT Account at any time without notice.
  - (ii) 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 Account is closed and when the Bank gives the Customer notice of the cancellation of a Business Visa Debit Card, the Customer must return the Business Visa Debit Card to the Bank (cut diagonally in half, through the magnetic stripe and through any embedded chip) or satisfy the Bank that all Business Visa Debit Cards have been destroyed. The Customer will be liable

for any use of a Business Visa Debit Card until all Business Visa Debit Cards are returned to the Bank. If access to a Business Transaction Account is cancelled or a Business Transaction Account is closed, the Customer must also ensure that any periodical debit authorities in respect of that Business Transaction Account are cancelled.

- (iii) The Customer must also return all Business Visa Debit Cards (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfy the Bank that all Business Visa Debit Cards have been destroyed, if the Bank requests the Customer to do so.
- (iv) The Customer may cancel a Business Visa Debit Card at any time by telling the Bank in writing and returning it to the Bank (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfying the Bank that the Business Visa Debit Card has been destroyed.
- (v) 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.

[End]