

▶ E-Channels Country Conditions - Australia

These Country Conditions supplement and/or amend your contract for E-Channels services and this document forms part of that contract.

The E-Channels Master Customer Agreement ("Agreement") is hereby modified by and only to the extent that it is modified by the terms and conditions set out in this Schedule ("Country Conditions") so as to comply with the relevant laws and regulations of Australia and such applicable administrative directions issued under these laws and regulations. To the extent that these Country Conditions grant rights to the Bank in addition to rights of a similar nature granted to the Bank under the Agreement, such additional rights contained in these Country Conditions shall supplement, and not supersede, the relevant provisions of the Agreement which deal with such similar rights. Expressions defined in the Agreement have the same meanings when used in this Schedule.

1. DEFAULT

The following be added at the end of Clause 10.1.2 of the Agreement immediately before the fullstop:

"or (c) has a receiver or manager appointed to it or enters into or proposes any composition or arrangements with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction"

2. PRIVACY

2.1 Insert additional clause 5.4 in the Agreement as follows:

"Any references to "information" or "confidential information" in this Clause 5 includes "personal information" defined to include information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion."

2.2 Insert an additional clause 5.5 in the Agreement as follows:

Where the Customer, a User or System Administrator provides Information to HSBC in Australia they agree that HSBC will collect, store, use and disclose that Information in accordance with its privacy policy (a copy of which can be found at www.hsbc.com.au or is available upon request.

2.3 Insert an additional clause 5.6 in the Agreement as follows:

"In circumstances where a Customer, User or System Administrator provides HSBC Information about another person or you they direct another person to give their Information to HSBC they each represent to HSBC:

- that they have the consent of those individuals to provide such information to HSBC, and that you will procure in favour of HSBC evidence of such consent if HSBC asks them to do so; and
- they have told those individuals that:
 - (a) HSBC is holding Information about them in accordance with the terms of HSBC's Privacy Policy (a copy of which can be located at www.hsbc.com.au and is available upon request);
 - (b) Information collected about those individuals will be used for the purposes set out in HSBC's Privacy Policy and in relation to dealing with the Customer and/or providing services to the Customer;
 - (c) if that person fails to provide their Information to HSBC and does not agree to the use or disclosure of their Information as set out above, HSBC may not be able to provide a service to the Customer;
 - (d) collection of some of the information about them may be a requirement under laws or regulations applicable to HSBC or any member of the HSBC Group.

▶ E-Channels Country Conditions - Australia

- The Customer will give any such assistance (including but not limited to the delivery of notices) as HSBC shall request of the Customer in order for HSBC to meet the requirements of the Privacy Act in respect of these individuals.”

2.4 Information Management Terms

- 2.4.1 You may also have received one or more of the following documents from us setting out our information management terms (the “Information Management Terms”):
- a document titled “Relationship Terms of Business”; and/or
 - a document titled “Tax Reporting Obligations Terms”.
- 2.4.2 In the event of conflict between (a) the provisions of the Agreement which relate to our management of information and (b) the Information Management Terms you have received (if any), the Information Management Terms will prevail.
- 2.4.3 Where you have not received any Information Management Terms from us, the terms of the Agreement shall apply in full until such time as you may receive any Information Management Terms.

3. GOODS AND SERVICES TAX

The following provisions apply in addition to Clause 12.4 of the Agreement:

3.1 You will be issued an invoice for the charges by the Bank on either a monthly basis, as services are provided or on such other basis as we shall determine and notify you from time to time.

3.2 You must pay the amount of each invoice issued upon receipt of invoice. Such payment is to be made to the Bank, unless otherwise directed by us.

3.3 In addition to the charges, you must pay all and any levies, goods and services tax, sales, transaction, or other tax or duties of any kind whatsoever assessed upon or relating to the provision and use of the Services irrespective of:

- the person, nation, state or authority requiring payment of these taxes or duties;
- the person who is primarily liable to pay such taxes or duties under the laws of the place where the tax or duty is payable; or
- Your eligibility for any refund or drawback for such taxes or duties.

3.4 If we do not receive payment of the invoice from you as required by paragraph 3.2 above, without prejudice to any other right or remedy:

- all outstanding charges carry interest until paid at a rate of interest per annum equal to 5 percent over the BLR (“BLR means the base lending rate of the Bank as established and quoted from time to time by the Bank.”); and
- we may recover the charges from you, together with all interest forthwith from you as a liquidated debt in a court or tribunal of competent jurisdiction irrespective of any claim that you may have against us for any thing or matter related to the Services or an other matter arising under the Agreement; and
- the Bank may immediately terminate the Agreement to provide the Services to you without notice and without liability to you, notwithstanding any clause of the Agreement.

3.5 The Bank reserves the right to reinstate the Services at any time after cessation in accordance with paragraph 3.4.3 with or without the requirement for a new agreement to be entered into.

▶ E-Channels Country Conditions - Australia

4. STATEMENT OF ACCOUNT

The Bank will provide regular statements for an account in accordance with the terms and conditions of that account if the account is held with the Bank. The account information (headed "Statement Details") available on an E-Channel, is not intended to replace the account statement that the Bank provides to the Customer or a Customer Associate under the terms and conditions of that account. Country Conditions Schedule - Australia

5. TRADE SERVICES

Any trade service provided by the Bank to the Customer or a Customer Associate through an EChannel will be subject to the Agreement and all terms and conditions as applicable to that trade service from time to time.

6. ANTI-MONEY LAUNDERING AND/OR COUNTER TERRORIST FINANCING LAWS

The Bank is obliged to comply with the requirements of Anti-Money Laundering and/or Counter Terrorist Financing laws. For this purpose, the Bank will undertake relevant User identification verifications before starting the Customer relationship and before allowing Users to give Customer Instructions using any E-Channel. The Customer and all such Users must be satisfactorily identified in accordance with the Anti- Money Laundering and Counter Terrorism Financing Act 2006 and HSBC Group's policies in order to access or use any E-Channel. You agree to provide the Bank with all the necessary information and documentation the Bank may require to comply with such Anti-Money Laundering and/or Counter Terrorist Financing laws and to comply with the Bank's internal policies. You agree that before you authorise individuals as Users to give Customer Instructions on your behalf, you must ensure such individuals' identities have been satisfactorily verified as required by the Bank.

7. BPAY® TERMS

7.1 Definitions

Australian Account means an account held by the Customer with the Bank (whether now or in the future), which can be viewed accessed and transacted on via an E-Channel.

Bank in this Clause 8 means HSBC Bank Australia Limited ABN 48 006 434 162

Banking Day means, for any purpose, any day other than a Saturday or Sunday on which one or more branches of the Bank are open in Australia.

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 the Bank to make on your behalf to a Biller through the BPAY® Scheme.

BPAY® Scheme means an electronic payments scheme through which you ask the Bank, while the Bank remains a member of the scheme, to make payment on your behalf to Billers. The Bank will tell you if it ceases to be a member of the scheme.

BPAY® Terms means the terms and conditions set forth in this Clause 8 of the Country Conditions.

Password means the code comprising alpha-numeric characters chosen by a User to be used with the Username to access the E-Channels.

Payment Cut-Off time, solely with respect to these BPAY® Terms, means the time in Sydney after which the Bank will not process or make any further payments on that day. Security Code means an unpredictable code generated by a Security Device at predetermined intervals, to be used, in conjunction with a Username and Password to access the E-Channels.

Security Device means the physical device which the Bank may provide to each User which generates a new Security Code at predetermined intervals.

Username means the code comprising alpha-numeric characters set up by a User to be used with the Password and Security Code to access the E-Channels.

▶ E-Channels Country Conditions - Australia

7.2 Bill payments - BPAY® Scheme

7.2.1 The provisions under this heading of "Bill payments BPAY® Scheme" apply if and when HSBC is instructed to make a BPAY® payment using the E-Channels. These provisions operate in conjunction with these Terms and Conditions and conditions applicable to Australian Accounts accessed using the EChannels.

7.2.2 If there is any inconsistency between the terms and conditions applying to the Australian Account to be debited and the provisions set out under this heading, these provisions prevail to the extent of the inconsistency.

7.2.3 You may make BPAY® Payments from any Australian Account.

7.2.4 BPAY® Payment instructions The following information must be given to the Bank to instruct it to make a BPAY® Payment:

- the Username;
- the Security Code;
- the Australian Account from which the payment is to be made;
- the amount to be paid;
- the Biller's code number (found on the bill); and
- the Customer Reference Number (e.g. the account number with the Biller)

The Bank will then debit your Australian Account with the amount of that BPAY® Payment. The Bank will not be obliged to effect a BPAY® Payment Customer Instruction if the information given is incomplete and/or inaccurate.

7.2.5 Processing payments

a) Generally a BPAY® Payment will be treated as received by the Biller to whom it is directed:

- On the date the Bank is told to make it, if this occurs before the Payment Cut-Off Time on a Banking Day.
- Otherwise, on the next Banking Day.

(b) A delay may occur in the processing of a BPAY® Payment where:

- there is a public or bank holiday on the day after the Bank is told to make a BPAY® Payment;
- the Bank receives a Customer Instruction to make the payment on a day which is not a Banking Day or after the Payment Cut-Off Time on a Banking Day; or
- a Biller, or another financial institution participating in the BPAY® Scheme, does not comply with its obligations under the BPAY Scheme.

(c) 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 Customer's/User's responsibility to allow for sufficient time for processing of payments to the Biller.

(d) Customer/Users must be careful to tell the Bank the correct amount to be paid. If the amount the Bank 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 the Bank was instructed to pay was greater than the amount intended, the Customer should contact the Biller to obtain a refund.

(e) The Bank will attempt to make sure that BPAY® Payments are processed promptly by Billers and other participants in the BPAY® Scheme.

(f) The Bank will not accept an order to stop a BPAY® Payment once it has been instructed to make that BPAY® Payment.

(g) If the Bank is advised by a Biller that a BPAY® Payment cannot be processed the Bank will:

▶ E-Channels Country Conditions - Australia

- advise you of this;
- credit the relevant Australian Account with the amount of that BPAY® Payment; and
- take all reasonable steps to assist in making the BPAY® Payment as quickly as possible.

7.2.6 Liability for unauthorised, fraudulent or mistaken BPAY® Payment

- (a) A mistaken BPAY® Payment is a BPAY® Payment to a person or for an amount which is not in accordance with the Customer Instructions given to the Bank, if any. If your Australian Account is debited with the amount of a mistaken BPAY® Payment, the Bank will credit that amount to your Australian Account. However, you must pay the Bank the amount of a mistaken BPAY® Payment if a User is responsible for a mistake resulting in that payment and the Bank cannot recover the amount from the person who received it within 20 Banking Days of attempting to do so.
- (b) 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 debit owed between you and that Biller.
- (c) If you notify the Bank that a BPAY® Payment made from your Australian Account is Unauthorised, you must provide the Bank with a written consent addressed to the Biller who received that BPAY® Payment, allowing the Bank 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 the Bank, the Biller may not be permitted under law to disclose to the Bank the information it needs to investigate or rectify that BPAY® Payment. (d) Except where a BPAY® Payment is a mistaken payment referred to in paragraph 8.2.6(a) or an unauthorised payment referred to in paragraph 8.2.6(c), BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

7.2.7 Consequential damage and indemnity Subject to the Terms and Conditions:

- (a) the Bank 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 the Bank, 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 the Bank 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 acted negligently or fraudulently in connection with, the BPAY® Terms..

7.2.8 Suspension

- (a) The Bank may at any time suspend your right to participate in the BPAY® Scheme particularly if the Bank suspects a User or someone acting on your behalf, of being fraudulent. Where possible, we will give you advance notice of any suspension of your right to participate.
- (b) BPAY® Payment for which Customer 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 the Bank

7.2.9 Change of Terms

- (a) The Bank can change these BPAY® Terms in accordance with Clause 12.9 of the E-Channels Terms and Conditions, or in accordance with Clause 2.4 of the EChannels Terms and Conditions, and in circumstances set out in paragraph 8.2.9(b) by giving you notice in advance of the date the change takes effect.
- (b) In addition to the circumstances described in Clauses 2.4 and 12.9 of the E-Channels Terms and Conditions, other circumstances in which the Bank may change these BPAY® Terms pursuant to this paragraph 8.2.9(a) are: to comply with changes in the operation of BPAY®, to reflect any changes the Bank makes to its E-Channels systems, or for security reasons.
- (c) As a result of any change to these BPAY® Terms that the Bank may make, or for any other reason, you may, at your option, choose no longer to use the BPAY® Scheme.