

INTRODUCTION

The holder of an HSBC Premier account package ("the Account holder") agrees to be bound by the following terms and conditions governing the use of the HSBC Premier account package ("the Package") made or to be made available to the Account holder or at the Account holder's request which consists;

- i. all current, savings and time deposit account(s) (each a branded "HSBC Premier account") in local and/or foreign currencies from time to time opened and/or maintained by the Account holder with The Hongkong and Shanghai Banking Corporation Limited at its office in Sri Lanka ("the Bank" which expression shall include its successors and assignees and, where the context permits, any person appointed by the Bank); and /or
- ii. overdraft facilities, subject to such credit limits as the Bank may from time to time prescribe; and/or
- iii. one or more credit cards ("the Credit card") which may be the HSBC Premier Credit card , the HSBC Premier Debit Card ("the Account card") or any other card which the Bank may issue as part of the package; and/or
- iv. telephone banking services; and/or
- v. share custody services; and/or
- vi. home loan, personal installment loan, personal line of credit, personal secured credit approved by the bank and/or
- vii. HSBC Premier Global Services
- viii. any other facilities and services which the Bank may offer from time to time and include as part of the Package.

ENTRY REQUIREMENT

An HSBC Premier account package can be opened by;

- 1.** Sri Lankan nationals, non nationals who are resident in Sri Lanka on resident visa or non resident Sri Lankan nationals who satisfy the following conditions;

The Account holder should maintain a monthly average credit balance in excess of Rs7,500,000 or USD75,000 or equivalent in any approved foreign currency in the form of deposits in Current, Savings (foreign currency / local currency) or Time/Call deposit accounts (This excludes credit card limits, loan limits / outstanding overdrafts, treasury bills repos and other similar treasury products) .

In the event the Account holder maintains both sole and joint accounts and wishes to convert all such accounts under the Package, a minimum credit balance of Rs7,500,000/- should be maintained as a sole Account holder as well as a joint Account holder.

- 2.** Opening of a rupee current or a rupee savings account is mandatory for HSBC Premier customers. The current account may be opened [on positive identifications by reference to an identity document acceptable to the bank (i.e. national identity card or passport)] and on production of a letter of introduction from the employer recognised by the Bank, an existing current Account holder acceptable to the bank or a letter of reference from a commercial bank where a current account has been maintained by the prospective customer.

The Bank may at its sole discretion waive the requirement of an introduction if the Bank is satisfied of the customers identity and standing.

MANDATE

3.

If the Package is in the names of more than one person, then:

- (a) each such person shall be deemed to be the Account holder for the purposes of these terms and conditions,
- (b) the Bank is hereby authorised by each Joint Account holder to honour all cheques, telephone instructions, directions, other instruments and transactions signed and effected by any one joint Account holder without restriction, notwithstanding the instructions contained in the joint account mandate relating to individual accounts within the Package.
- (c) the Bank may agree on overdraft and other facilities at the request of any one joint Account holder, however the obligation of the joint Account holder(s) in respect of the Package hereunder shall be joint and several.
- (d) the Bank may credit a HSBC Premier account with items collected on behalf of any one or more joint Account holders,
- (e) where a party to a joint account expires, the survivor/s should immediately inform the Bank of this fact giving the date of death. The prevailing law will govern the operations on such accounts.
- (f) any notice given to one joint Account holder shall be deemed sufficient notice to all joint Account holders, and
- (g) if the Bank prior to acting on instructions received from a joint Account holder receives contradictory instructions from another party to the joint account, the Bank shall act on the instruction received first. Receipt of instructions for this purpose means first action taken by the Bank on such instructions and not time recorded on instructions received through ATM or by any other means.

DEPOSITS

4.

The Bank will at its sole discretion decide whether foreign currency drafts and other payment orders not drawn on the Bank are to be purchased or sent on collection. The Bank will retain full recourse (including charges) in respect of all items purchased in the event of subsequent dishonour by the paying bank. The HSBC Premier account shall be debited on notice of dishonour.

5.

Rupee cheques deposited and credited to the account(s) will be available for withdrawal only upon realisation. Funds available date is shown for indication purpose only. Rupee cheques drawn on other banks deposited for clearing/collection will be subject to the rules of the Sri Lanka Automated Clearing House (SLACH) and as amended from time to time. Any commissions charged by drawee banks will be debited to respective current accounts with or without a surcharge at the absolute discretion of the Bank.

6.

The deposit of foreign currency notes to foreign currency accounts will result in a reduction in par value of notes deposited due to the difference in exchange rate for currency notes and the telegraphic transfer rates.

7.

When drafts/cheques drawn on the Bank are paid in for credit of an account the Bank will deduct handling charges in accordance with its published tariffs.

8.

All deposits will be acknowledged by validation of the deposit slip or manually under the signature of an authorised staff of the Bank on the deposit slip. A list of authorised signatures and specimen teller terminal print may be sighted on request.

9. The Bank will not be liable to the customer for any cheques said to have been deposited into the cheque drop boxes located at branches, and/or ATMs, (notwithstanding the production of a temporary advice) unless proceeds of the cheque (if any) so deposited have been credited to the account of the customer. Notwithstanding the temporary advice issued by the drop box and/or ATMs, the Bank will not under any circumstances or for any reason whatsoever entertain any claim in respect of the cheques said to have been deposited into the cheque deposit boxes unless cheques so deposited have been credited.

WITHDRAWALS

10. Ten withdrawals/debits (originated by the Account holder or the Bank, standing instructions) will be permitted within an interest cycle for rupee savings accounts which is usually from the 26th of each month to the 25th of the following month. Interest for the interest period will be withheld by the Bank when this stipulation is exceeded in accordance with prevailing Central Bank of Sri Lanka regulations.

11. In the absence of specific instructions to the contrary time deposits will on maturity be renewed for a similar period at the rate of interest prevailing on the day of maturity.

12. Premature withdrawals of time deposits (foreign currency or local currency) are subject to penalty charges as specified in the tariff.

CHEQUES

13. HSBC Premier current Account holders will be supplied with an HSBC Premier cheque book/s printed with MICR ink. Charges will be levied in accordance with the Bank's published tariff.

14. The Account holder should sign cheques in accordance with the specimen signature(s) given to the Bank. Any changes to the signature should be promptly advised to the Bank in writing.

15. When drawing cheques, the Account holder shall be bound by the conditions subject to which cheque books are issued as printed on the inside front cover of the cheque books. The Account holders are bound by such conditions or amendments to the conditions issued from time to time.

16. The Account holder(s) should immediately instruct the Bank in writing if cheque leaves are lost/stolen or misplaced to stop payment giving the cheque number, account number date, amount and the payee's name. All such instructions will take effect only if the cheque/s concerned has/have not been paid up to the time of receipt of such instruction. Stop payment instructions given over the phone should be confirmed in writing within 48 hours, the Bank has the right to cancel the stop payment instruction without any notice to the Account holder where such written instructions are not received by the Bank. The Bank will not be liable for not acting on stop payment instructions, which are not confirmed in writing within 48 hours.

FOREIGN CURRENCY ACCOUNTS

17. Foreign currency savings accounts / time deposit accounts will be opened subject to exchange control regulations. Where, any sum is required to be converted into another currency, such conversion shall be effected at the Bank's then prevailing rate of exchange for such currency or at any rate prescribed by the Central Bank of Sri Lanka.

18. Foreign currency savings accounts may be opened and maintained in currencies approved by the Central Bank of Sri Lanka.

19.

Deposits will be confined to

- (a) proceeds of inward remittances favouring the Account holder/s
- (b) proceeds of foreign exchange brought into the country by the Account holder/s subject to prevailing exchange control regulations

DEBIT CARD TERMS AND CONDITIONS

The Terms and Conditions for use of the Debit Card issued on savings or current accounts held by individuals are as specified in this document and as amended by the Bank from time to time. The Account holder(s) shall be deemed to have unconditionally agreed to and accepted these Term and Conditions by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or after ten days have lapsed since the Card was dispatched to the address on record. The Account holder(s) will also continue to remain bound by the Terms and Conditions of operation of their Current/Savings accounts with HSBC

Definitions

20.

'HSBC' means THE HONKONG AND SHANGHAI BANKING CORPORATION LIMITED, a Banking Corporation duly incorporated in and under the laws of Hong Kong SAR and having its Registered Office at No. 1, Queen's Road Central, Hong Kong and carrying on business in the Democratic Socialist Republic of Sri Lanka at its Branch Offices at No. 24, Sir Baron Jayatilaka Mawatha, Colombo 1 and elsewhere, in the said Republic ('HSBC' or "the Bank" and includes its successors and assigns.)

21.

"Debit Card" means, as appropriate, the locally/internationally valid Debit Card issued by HSBC to a Cardholder.

22.

"Cardholder" refers to a person to whom a Debit Card has been issued by HSBC on an Account held with HSBC. The Cardholder should be

either the sole Account holder or in case of joint accounts, the sole signatory or authorized to act alone.

23.

"Account holder" refers to the individual(s) who hold(s) an Account with HSBC, whether in the sole capacity or as a joint holder.

24.

"Account(s)" refers to the savings or current accounts held by individuals and that have been designated by HSBC to be eligible for the valid operation of the Debit Card.

25.

"ATM" refers to automated teller machines. Reference to an Automated Teller Machine in these terms and conditions include any similar machine (whether inside or outside the country in which the card was issued) forming part of a network which may be operated through the use of the Card.

26.

"Statement" means a periodic statement of account/s sent by HSBC to an Account holder setting out the transactions (including Debit Card transactions) carried out in the Account during the given period and the balance in such Account. It may also include any other information that HSBC may deem fit to include.

27.

"Transaction" means any permissible instruction given by a Cardholder using the Debit Card directly or indirectly, to HSBC to effect permissible actions in relation to the Account (examples of Transactions would be cash withdrawals, payments at points of sale, cash/cheque deposits etc.)

28.

"Merchant Establishments" shall mean establishments where ever located which honour the Debit Card and shall include amongst others: stores, shops, restaurants, airline organisations etc. advertised by HSBC or VISA International.

29. “Primary Account” shall mean, in case of multiple Accounts linked to the Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit Card are debited.

30. “International Transactions” refers to all Transactions effected by the Cardholder from HSBC outside of Sri Lanka.

31. “VISA” shall mean a mark owned by VISA International.

32. “VISA ATM Network” shall mean ATMs that honour the Debit Card and that display the VISA or Electron symbols.

33. Use of terms “you”, “your”, “him” or similar pronouns shall, where the context so admit, mean the Accountholder or Cardholder, as applicable. All references in the masculine gender will also include the feminine gender. will on maturity be renewed for a similar period at the rate of interest prevailing on the day of maturity.

Issue of Debit Card

34. The issue and use of the Debit Card shall be subject to Central Bank of Sri Lanka (CBSL) regulations as also HSBC’s terms and conditions, in force from time to time.

35. The Debit Card and the related PIN will be issued in the name of the Cardholder, who will be responsible to keep the said Debit Card under his/her custody.

36. The Cardholder shall be responsible for all Transactions effected by the use of the Debit Card, whether or not the Transactions were / are authorized by the Cardholder, and shall indemnify the Bank for the loss

or damage caused by any unauthorized use of the Debit Card or related PIN including any penal action arising on account of violation of any CBSL guidelines or the Exchange Control Act and/or operating instructions and/or Regulations made thereunder (“Exchange Control Regulations”) or any other law, rules and regulations for the time being in force. In case of joint Accounts, all Accountholders, jointly and severally, shall indemnify the Bank, as above, against all actions, losses, claims and consequences arising out of the usage of the Debit Card, the safety of the PIN and the Transaction/s effected using the Debit Card. In case of such joint Accounts, all Accountholders shall be deemed to be jointly and severally responsible and liable for all duties, responsibilities and liabilities cast upon the Cardholder.

37. The Account shall be debited with the amount of any withdrawal, transfer and/or any other Transactions effected by use of the Debit Card. The Cardholder shall maintain sufficient funds in the Account to meet any Transactions. The Cardholder shall not be entitled to overdraw the Account with the Bank or withdraw funds by use of the Card in excess of the overdraft limit, if any, agreed with the Bank.

Cardholder obligations and card validity

38. The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse by retaining the Debit card under his/her personal control at all times.

39. The Personal Identification Number (PIN) issued to the Cardholder for use with the Debit Card or any numbers chosen by the Cardholder as a PIN, are for the use of the Cardholder and are non transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise.

40. The Debit Card is valid up to the last day of the month/year indicated. The Cardholder undertakes to destroy the Debit Card when it expires by cutting it into several pieces. The renewed Debit Card shall be sent to the Cardholder before the expiry of the Debit card at the discretion of HSBC, upon evaluation of the conduct of the Account. HSBC reserves the sole right of renewing the Debit Card on expiry.

ATM usage

41. The Debit Card is accepted at the HSBC Group ATMs and ATMs of other banks worldwide, which are members of the VISA ATM network.

42. The Bank may, at its discretion, withdraw temporarily or terminate the ATM fund transfer facility and all fund transfer facility for all types of Transactions. The bank also reserves the right to change the maximum per day limit for funds transfers & cash withdrawals through the ATM.

43. Cash withdrawals performed by the Cardholder at the HSBC Group/VISA ATMs in countries other than Sri Lanka will be subject to a cash withdrawal fee, as per the prevailing tariff of charges. Cash withdrawals at VISA ATMs in Sri Lanka will also be subject to a fee and will be debited to the Account at the time of posting the cash withdrawals.

44. Cash and/or cheques deposited in any ATM by the use of the Debit Card will be only credited to the Account after verification by the Bank, which shall be conclusive and binding for all purposes. The ATM Card Holder Advice issued by the ATM at the time of deposit only represents what the Card holder purports to have deposited and will not be binding on the Bank. Cheques will be accepted for collection only and proceeds will not be available until these cheques are cleared. For all cash withdrawals, at an HSBC ATM, any statements

issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by HSBC. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.

45. The availability of ATM service in a country other than that in which the Debit Card was issued is governed by the local regulations in force in such other country. HSBC shall not be liable if these services are withdrawn without notice thereof.

Merchant Establishment usage

46. The Debit Card is for Electronic Use Only and will be accepted only at Merchant Establishments which have an electronic point of sale swipe terminal. Any usage of the card for purchases at Merchant Establishments other than through an electronic point of sale swipe terminal will be deemed unauthorized and the Cardholder shall be responsible for such transactions.

47. As a security feature, the Debit Card issued will be initially inactive for use at merchant establishments. In order to activate the Debit Card for Transactions at merchant establishments, the Cardholder will be required to call the HSBC customer service hotline.

48. Whenever the Debit Card is used to make payments at Merchant Establishments, the Cardholder must sign the sales slip and retain the cardholder copy. Copies of the sales slip may be furnished by HSBC at an additional charge. A sales slip with the signature of the Cardholder together with the Debit Card number noted thereon shall be conclusive evidence between HSBC and the Cardholder as to the extent of liability incurred by the Cardholder. HSBC shall not be required to ensure that the Cardholder has received/availed the goods/service to his/her satisfaction. Any sales slip not personally signed by the Cardholder but which can be proven as being authorised by the Cardholder will also be deemed to be the Cardholder's liability.

49.

The Debit Card is accepted at all electronic Merchant Establishments in Sri Lanka and overseas which display the VISA Electron logo. HSBC does not accept any responsibility for any dealings the Merchant Establishment may have with the Cardholder, including but not limited to the supply of goods and services. HSBC makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholder. HSBC will not be responsible if the service is in any way deficient or otherwise unsatisfactory. Should the Cardholder have any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve the Cardholder from any obligations to HSBC. HSBC may however try and assist the Cardholder wherever possible. For this, the Card holder should inform HSBC of the complaint immediately along with any supporting documents.

50.

The Cardholder will be liable for all costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilised in resolution of a dispute.

51.

HSBC accepts no responsibility for refusal of any Merchant Establishment to honour the Debit Card.

52.

HSBC accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account with the Transaction amount.

53.

A purchase and a subsequent credit for cancellation of goods/services are two separate Transactions. The refund will only be credited to the Account (less cancellation charges) as and when it is received from the Merchant Establishment. If the credit is not posted to the Account within 30 days from the day of refund, the Cardholder should notify HSBC, along with a copy of the credit note from the Merchant Establishment.

54.

In case of Debit Cards linked to multiple Accounts, Transactions at Merchant Establishments will be effected by debit to the primary Account. In case this Account has insufficient funds to honour such Transactions, HSBC will not honour the Transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.

International usage

55.

Use of the Debit Card must be at all times in strict accordance with the Provisions of the Exchange Control Regulations. In the event of any failure to comply with the same, the Accountholder(s) will be liable jointly and severally for action under the Exchange Control Regulations and may be debarred from holding the Debit Card issued by HSBC either at the instance of HSBC or CBSL. The Accountholder(s) shall jointly and severally indemnify and hold harmless HSBC from and against any/all consequences arising from the Accountholder not complying with the provisions of the Exchange Control Regulations.

56.

Cash withdrawals performed in countries other than that in which the Debit Card was issued will be subject to a cash withdrawal fee as may be announced from time to time by the bank. The availability of the ATM services requested in a country other than in which the Debit Card was issued is governed by the local regulations of the country in force. The bank will not be liable if these services are withdrawn without notice thereof.

57.

In particular the Cardholder shall only use the Card overseas and/or for transactions which are billed in foreign currency for personal expenses such as travel expenses, hotel charges, incidental expenses, medical expenses, educational expenses, insurance expenses relating to travel and health and purchase of goods for personal use. The Card shall not be used for payment in respect of capital transactions and the purchase of import of goods in commercial quantities.

58.

The Cardholder shall not permit any other party to use the Cardholder's Card to perform any transactions as aforesaid from Sri Lanka or overseas that involves the conversion of Sri Lankan Rupees to a foreign currency.

59.

The Cardholder shall surrender the Card(s) to the Bank in the event the Cardholder migrates, leaves Sri Lanka for employment overseas or is deemed 'non-resident' as per the definitions of Exchange Control Regulations currently in force or in force at that time.

60.

The Bank will comply with the reporting requirements of the Controller of Exchange or any other regulatory authorities as stipulated from time to time.

61.

The Bank may on its own accord cancel the Card(s) without notice to the Cardholder(s) in the event the Bank being satisfied that there has been a violation of the Exchange Control Regulations in force for the time being.

62.

HSBC shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the foreign exchange entitlements as prescribed by the CBSL, if any, from time to time, on HSBC becoming aware of such excess.

63.

The Cardholder undertakes not to use the Debit Card to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations. HSBC reserves the right to report to CBSL any contravention of these requirements.

64.

In accordance to the prevailing Exchange Control Regulations a Debit Card valid internationally cannot be issued to non-residents to access rupee accounts.

65.

These terms and conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Central Bank of Sri Lanka.

Fees

66.

Annual fees for the Debit Card will be debited to the Primary Account on issuance/renewal as per the prevailing tariff. These fees are not refundable.

67.

Other Debit Card related Charges will be debited to the Account, from time to time, as per the prevailing tariff.

68.

The Bank at its sole discretion and without any notice to the Cardholder reserves the right to revise the applicable tariff from time to time. Upon request, the cardholder will be provided with the Banks Tariff booklet.

69.

All charges in foreign currency will be billed to the Account in Sri Lankan Rupees. The Cardholder hereby authorize HSBC and VISA to convert the charges incurred in the foreign currency into the Sri Lankan Rupee equivalent thereof at such rate as HSBC or VISA may from time to time designate.

Disclosure of information

70.

When requested by HSBC, the Cardholder shall provide any information, records or certificates relating to any matters that HSBC deems necessary for issuance of the Debit Card, maintenance thereof, execution of Transactions using the Debit Card, renewal of the Debit Card or any other purpose related to the Debit Card. The Cardholder authorises HSBC to verify the information furnished by whatever means or from whichever source deemed necessary. If such information/data is not provided or if incorrect information/data is provided, HSBC may at its discretion refuse renewal of the Debit Card or terminate the Debit Card forthwith.

71.

HSBC reserves the right to disclose Card Holder information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of the Government.

72.

HSBC reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network, or as the Bank may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of the Debit Card.

73.

HSBC may assign any activities to any third party at its sole discretion and provide details of the Account to such third party agencies, for the purpose of back office processing and other activities outsourced. In this connection, the Account holder(s) understands that the Bank needs to and so authorises the Bank to, process, share, store or transmit information about the Account holder, the Account and/or the Transaction(s), within the HSBC Group or with any institution or agent or third party used by the Bank. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Debit Card facility. The Account holder(s) and the Bank shall comply with all applicable data protection laws. The Account holder(s) confirm(s) that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these terms and conditions, in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Account holder further agrees to indemnify and hold the Bank harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.

74.

HSBC reserves the right to report to the CBSL, any foreign currency withdrawal s/payments effected using the Debit Card.

Lost or stolen card

75.

The loss or theft of the Card should be reported immediately upon discovery of such loss/theft by telephone, fax or telex to the Bank's Card Centre and in writing to the Police (or, if overseas, to any member of Visa or MasterCard). But in any such case the telephone, fax or telex message shall be confirmed in writing forthwith signed under the hand of the Cardholder or his duly authorized Attorney. The Cardholder shall be liable for all amounts debited to the Card Account and pending Card Transactions yet to be debited to the Card Account as a result of the unauthorized use of the Card until confirmation of its loss or theft has been notified and later confirmed in writing to the Bank as aforesaid or a member of Visa or MasterCard. In the event the Cardholder recovers the lost or stolen Card(s) the Cardholder shall return the recovered Card(s) to the Bank immediately.

76.

Liability of Transactions at Merchant Establishments, effected on a lost Debit Card after the loss is reported in writing in accordance with clause I of this section, will be zero provided it can be proven that reasonable care and diligence was undertaken in safekeeping the lost Debit Card, the loss/theft promptly reported and that the Card holder acted in good faith (this feature hereinafter referred to as 'Zero Lost Card Liability'). However, no such Zero Lost Card Liability will be applicable on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential to Cardholder.

77.

The Cardholder hereby indemnify HSBC fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Debit Card in the event that it is lost and not reported to HSBC in accordance with clause I of this section, or lost and misused before HSBC is informed in accordance with clause 1 of this section.

78. Provided the Cardholder complies in all respects with the applicable terms and conditions, a replacement Debit Card may be issued at the sole discretion of HSBC at the applicable fee. The Bank will debit the Account with any cost incurred in issuing the replacement Debit Card.

79. Should the Cardholder subsequently recover the Debit Card, it must not be used. The Debit Card should be destroyed by cutting it into several pieces through the magnetic strip.

Statements and records

80. The records of Debit Card Transactions will be available on the Statement sent by HSBC. Such Statements shall be mailed to the Accountholder on a periodic basis to the mailing address on record as per the terms and conditions applicable to the Account. HSBC's record of Transactions processed by the use of the Debit Card shall be conclusive and binding for all purposes.

81. Promptly upon receipt of each Statement of Account and in any event no less than 20 (twenty) calendar days from the date on which the Card Holder is deemed to have received that Statement of Account ("30 Day Review"), the Card Holder agrees to examine and verify, each entry appearing on a Statement of Account, reconcile it with the Card Holder's own records and immediately notify the Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections the Card Holder has to that Statement of Account (collectively, "Account Irregularities"). If the Card Holder fails to notify the Bank within the 30 (thirty) Day Review, the balance shown on the Statement of Account(s) and all entries including Account Irregularities, will be deemed correct, complete, authorized and binding upon the Card Holder and the Bank will be released from all liability for any transaction occurring up to the date of the most recent Statement of Account except for transactions the Card Holder gave notice of in accordance with this section."

82. In addition to the consequences set out elsewhere, if the Card Holder fails to abide by its obligations under section 2 above, and if the Card Holder's conduct or omission causes or contributes to a loss on its Account (losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred by, or brought against the Bank), then the Card Holder agrees that the Bank will not have any responsibility to the Card Holder with respect to such loss. The Card Holder acknowledges that the failure to review Statements of Accounts in a timely manner as required pursuant to this Agreement will be deemed to cause or contribute to the loss on the Account to the extent of any loss occurring subsequent to the time that any error or omission would have been discovered if the Statement of Account or Transaction Records been reviewed in accordance with this Agreement. The Card Holder acknowledges that the Bank's maximum liability to the Card Holder will be limited to actual direct loss in the principal amount wrongfully or erroneously withdrawn from the Card Holder's Account due to the Bank's gross negligence or wilful misconduct.

83. HSBC shall make bonafide and reasonable efforts to resolve an aggrieved Accountholder's disagreement with a Transaction indicated in the Statement or as otherwise determined by the Accountholder(s), within two months of receipt of notice of disagreement. If after such effort, HSBC determines that the Transaction is a valid one, the same shall be communicated to the Accountholder(s).

Termination

84. HSBC reserves the right to cancel/withdraw at any time without any prior notice or to renew at its discretion, the Debit Card or any of the other services offered at any time without prior notice and without assigning any reason.

85.

In the event that the Accountholder decides to close the Account with HSBC, the Debit Card issued on such Account would automatically stand cancelled. The Cardholder must immediately cease to use the Debit Card and destroy and return the Debit Card linked to such Account. In case of any outstanding Transactions that have not yet been debited to the Account, the same will be netted off from the balance prior to HSBC returning the funds to the Accountholder.

86.

The Debit Card shall be the property of the Bank and must be returned to the Bank immediately and unconditionally upon the Bank's request. The Cardholder should ensure that the identity of the Bank Officer is established before handing over the Debit Card.

87.

HSBC shall be entitled to terminate the Debit Card facility with immediate effect and the Debit Card shall be returned upon the occurrence of any of the following events:

- i. Failure to comply with the terms and conditions herein set forth.
- ii. An event of default under any agreement or commitment (contingent or otherwise) entered into with HSBC.
- iii. The Accountholder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- iv. Demise of the Cardholder.
- v. Closure of the Account or failure to maintain the minimum average balance in the Account.

Issue of Additional Debit Card to Minors

88.

The bank may, at its discretion, issue an additional debit card at the request of the primary cardholder to a minor who is above 16 years of age.

89.

The primary cardholder will be liable for the use of both Card(s).

90.

The primary cardholder agrees and accepts that by the use of the Card by the minor, the Bank will be accepting instructions from the minor to debit the account of the primary cardholder and the primary cardholder consents to the Bank acting on such instructions.

91.

The primary cardholder shall at all times indemnify and keep the Bank indemnified and saved harmless from and against all actions, proceedings, claims, liabilities, damages, losses and costs (including legal fees and expenses) relating to or arising out of the use of the Card by the minor.

92.

The primary cardholder agrees not to hold the Bank liable, responsible or accountable in any way whatsoever for any loss or damage howsoever arising out of the use of the Card by the minor.

93.

The primary cardholder is deemed to have authorized all withdrawals and transactions made by the minor through the Card.

94.

The minor's Card will be governed by the terms and conditions set out herein as agreed by the primary cardholder.

General

95.

The Accountholder(s) will promptly notify HSBC in writing of any change in address and telephone numbers.

96.

If more than one person signs or agrees, to be bound by these terms and conditions, the obligation of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to anyone such person will be deemed effective notification to all such persons.

97.

The Bank may contract a courier company as its representative to deliver Debit Card(s) to the Cardholder and additional Cardholder(s). When the Cardholder and the additional Cardholder(s) receive the Debit Card(s) he/she should acknowledge receipt immediately and produce proof of his/her identity. The Bank or its representative may at its discretion hand over the Debit Card to a third party determined by the Bank or its representative to be the representative of the Cardholder at the address specified by the Cardholder specifically for the purpose of delivering of the Debit card. The cardholder shall be liable for all withdrawals made with the Debit card from the time the Debit Card is so delivered. The Cardholder at his/her discretion may authorise a third party in writing to collect the Debit Card(s) at a branch and accept receipt on his/her behalf. The Cardholder will be liable for all withdrawals made using the Debit Card from the time the Debit Card is accepted by the Cardholder or the person authorised on his/her behalf.

98.

The Debit Card is issued solely to the Cardholder(s) and it cannot be transferred, pledged as security in any manner whatsoever.

99.

The Debit Card entitles the Cardholder to perform all ATM transactions and transactions with Merchant Establishments under existing or future services which the Bank may from time to time make available subject to any applicable terms and conditions as advised.

100.

The statement advise issued by the ATM at the time of deposit only represents what the Cardholder(s) purport to have deposited and shall not be binding on the Bank. The Cardholder should not draw funds against any cheques, cash said to have been deposited through the ATM

using the Debit Card until such proceeds of cheque(s)/cash have been credited to the Cardholder(s) account and available for withdrawals.

101.

All replacements and renewals of the Debit card shall be subject to the terms and conditions which are in force at any relevant time.

102.

The use of the mail deposit facility for giving any communication to the Bank, and the records of the Bank shall be conclusive evidence as regards the nature of such communications and the time at which they were received by the Bank. Any ambiguities in the communications so deposited shall be the responsibility of the Cardholder(s).

103.

These terms and conditions shall be governed by and construed in accordance with the laws for the time being in force in the country in which the card was issued.

104.

The Cardholder(s) should only keep one Debit Card in the Cardholder's possession and authorise the bank to cancel the existing Cards(s) when replacement Debit Card(s) are issued.

105.

The Cardholder(s) shall note that the validity of the Debit Card expires if not used for a period of over one year. Only withdrawals, transfers, and transactions at merchant outlets are considered as transactions.

106.

When using ATMs installed by other banks forming a part of a network which may be operated through the use of the Debit Card, where all transactions charged for by other Banks will be considered as transactions.

107.

All rules and regulations governing the operation of current account and savings accounts will be applicable to transactions performed on such accounts using the Debit Card.

108.

The Bank reserves the right to add, to delete and/or vary any of these Terms and Conditions and such changed Terms and Conditions will be displayed on the HSBC website and a copy of the same available on request. Use of the Debit Card after the date upon which any change to these Terms and Conditions is to have effect (as specified in the Bank's notice), will constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any such change, the Debit Card must be returned to the Bank prior to the date upon which such change comes into effect.

109.

Any notice hereunder sent by post will be deemed to have been received by the Cardholder(s) within 7 days from the posting of the notification to the address last given to the Bank in writing. Notice of changes to fees and charges and/or terms and conditions given by letter and/or notice on the local press and/or by displaying on the Bank's notice boards and/or through statement messages should be construed as giving notice to the Cardholder(s).

110.

If a Cardholder, by using the Debit Card, draws an amount in excess of the balance available or overdraft limit permitted by HSBC, the Cardholder will pay HSBC promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by HSBC. However this should not be construed as an agreement, either expressed or implied that HSBC is bound to grant any overdraft facility whatsoever.

111.

The Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.

112.

Where the Bank knows of or suspects a breach of security or other

suspicious circumstances in respect of or in connection with the operation of one or more of the Accounts or in connection with the use of Debit Card, the Bank may, in its absolute discretion and without any liability, decline authorization for any Transaction and in that event, the Bank will, to the extent possible, inform the Cardholder as soon as possible.

113.

HSBC shall not be liable for any loss or damage, including any consequential or indirect loss or damage, arising from or related to the issue/use/loss of the Debit Card and related PIN, howsoever caused.

114.

In addition to these terms and conditions, the usage of the Debit Card shall also be subject to Visa guidelines.

115.

Cardholder/s cannot set up standing instructions at merchant outlets via Debit Cards.

116.

The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given, by telephone, telex facsimile, Short Message Services ("SMS"), Personal Internet Banking Services ("PIB") or e-mail by the Cardholder or on his/her behalf (the "Instructions"), without any enquiry on the Bank's part, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions. The Bank may use telephone, telex, facsimile, SMS, PIB or e-mail to communicate with the Cardholder. The Cardholder will accept the Bank's ruling on the time/date of receipt of Instruction as final.

The Bank shall be entitled to treat the Instructions as fully authorized by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions

as the Bank may consider appropriate, whether the Instructions are to pay money or otherwise to debit or credit any account or relate to the disposition of any money or documents or purport to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions.

In consideration of the Bank acting in accordance with the terms of this authorization and indemnity the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatsoever nature and howsoever arising out of or in connection with the Instructions.

The terms of this authorization and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder save that such termination shall not release the Cardholder from any liability incurred under the authorization given by him as aforesaid and indemnity in respect of any act performed in accordance with the terms of this Agreement

The issue and use of the Debit Card shall be subject to extant laws, rules and regulations, Visa guidelines and HSBC's terms and conditions, as may be in force from time to time. All authorisations and powers conferred on the Bank are irrevocable. These terms and conditions will be construed in accordance with and governed by the laws of Sri Lanka. All disputes are subject to the exclusive jurisdiction of the Courts of Sri Lanka, irrespective of whether any other Court may have concurrent jurisdiction in the matter.

HSBC PREMIER CREDIT CARD

117.

Where an HSBC Premier credit card is issued, the Account holder shall be bound by the HSBC Premier credit card cardholder agreement and the terms and conditions and all such other terms and conditions relating to credit cards as the Bank shall introduce from time to time.

118.

The HSBC Premier credit card will be issued subject to internal credit verification.

119.

Where an ATM facility has been incorporated in the HSBC Premier credit card, the use of such facility will be subject to the terms and conditions of the use of HSBC Premier ATM card.

AUTOMATED PHONEBANKING SERVICE (ATB)

120.

The ATB service provided by the Bank covers:

- (a) transfer of funds between any of the Account holder's HSBC Premier accounts;
- (b) transfer of funds from any HSBC Premier account of the Account holder within any pre-defined and agreed transfer limits to any account designated by the Account holder for the purpose of receiving funds under the telephone banking services ("the Dedicated transferee account");
- (c) setting up, renewal or withdrawal upon maturity of time deposits under the Package;
- (d) enquiry on HSBC Premier account balances, last transactions, exchange rates and deposit rates;
- (e) request for composite statements or regular statements, cheque book requests and stop cheque payment instructions; and
- (f) such other types of banking or investment services as the Bank may from time to time introduce

The Bank is authorised to act on the instructions of the Account holder given by the Account holder by telephone and the Account holder agrees that the Bank is authorised to act on any such telephone instructions which the Bank in its sole discretion believes emanate from the Account holder by the use of the PIN assigned to the Account holder in relation thereto (or any number substituted by the Account holder for that purpose) and the Bank shall not be liable for acting in good faith from telephone instructions which emanate from unauthorised individuals or be under any duty to verify the identity of the person(s) giving telephone instructions purportedly in the name of the Account holder.

121.

The Account holder shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the Account holder's HSBC Premier and/or credit card accounts for the purpose of the telephone or other instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities provided always that if the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the Account holder and the Account holder shall be responsible for the resulting overdraft, advance or credit thereby created and for all related charges.

122.

The Account holder shall notify the holder(s) of the dedicated transferee accounts and/ or any joint Account holder of the details of the transactions performed by the Bank upon the telephone instructions given by the Account holder. The Bank shall not be responsible to the Account holder for giving any such notice.

PERSONAL IDENTIFICATION NUMBER (PIN)

123.

The Personal Identification Number (PIN) issued by the Bank is for the purpose of using the account card and telephone banking facility any

number(s) substituted for this purpose are strictly confidential. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Account holder should not maintain any written record of the PIN in any place or manner, which may enable a third party to use the account card and phonebanking.

UTILITY BILL PAYMENTS

124.

The Bank will not be responsible for any delay on the part of utility company in crediting your account where utility payments have been made through Phonebanking and ATM's provided that the Bank has effected payment to the utility company on time.

SAFE CUSTODY SERVICES / SHARESOPS

125.

The Bank is hereby appointed and authorised to perform on behalf of the Account holder all or any of the following services ("the Custody services") and in relation to securities, investments, financial instruments and any other items belonging to the Account holder ("the Securities") but reserves the right to refuse to do so in absolute discretion:-

- (a) to arrange for the Securities to be held in an account in the Central Depository System.
- (b) to hold bearer instruments in that form and to register other instruments in the name of the Bank or any other person appointed by it;
- (c) to hold securities, which are not fully paid, subject to such conditions as the Bank may specify;
- (d) to purchase or subscribe for any type of security or other investment in accordance with the Account holder's instructions and following receipt of the funds required for such purpose;

- (e) to sell or otherwise dispose of the Securities and to deal with the proceeds, in each case in accordance with the Account holder's instructions;
- (f) to enter into any agreement or instrument on behalf of the Account holder in connection with any security or other investment which is or is to be included in the Securities, in each case in accordance with the Account holder's instructions;
- (g) to deliver the documents of title and any other instruments relating to the Securities to the Account holder or to the order of the Account holder in accordance with the Account holder's instructions;
- (h) where securities are registered in the name of the Bank or any other person appointed by it (but not otherwise), to notify the Account holder of information received by the Bank which required action to be taken by the Account holder in relation to such securities and to request, collect, receive and make payments or distributions attributable to such securities;
- (i) to borrow or otherwise deal in securities on behalf of the Account holder in accordance with the Account holder's instructions; and
- (j) to provide such other services in respect of the Securities as the Bank and the Account holder may from time to time agree
- (k) the Custody services will be limited to settlements and will not include corporate actions, income, collections and proxy handling

126.

In providing the Custody services, the Bank shall:-

- (a) maintain securities accounts.
- (b) maintain records which identify the Securities and which segregate the Securities from other assets held by the Bank for its own account and for other customers.

127.

Upon application by the Account holder, the Bank may, in its absolute discretion, provide a loan facility to the Account holder in such amount as the Bank may approve but in any event not exceeding at any time

the maximum sum of a percentage (as specified by the Bank to the Account holder) of the value of all the Securities held by the Bank on behalf of the Account holder for the time being listed in the Milanka price index and all derivative income relating thereto, such facility to be subject to such terms and the entering into of such security as the Bank may require.

128.

If any monies are owed by the Account holder to the Bank at any time in respect of any loan facility referred to in clause 47 above, then notwithstanding the terms of clause 49 above the Account holder hereby authorises the Bank to sell or dispose of any of the Securities without further notice in such manner and for such consideration as the Bank may think fit and the Bank may apply the proceeds of sale in or towards settlement of all monies owing by the Account holder to the Bank at any time in respect of such facility. The Account holder shall not and shall not attempt to encumber charge, mortgage, transfer, sell, dispose of or otherwise deal with any of the Securities except as directed by or with the consent of the Bank in writing and shall not take any action which may prejudice the sale of the Securities and/or the effectiveness of the foregoing authorisation.

129.

The Account holder shall indemnify the Bank, any other person appointed by it in connection with the Package and their respective officers and employees, at all times against all claims, losses, actions or proceedings, liabilities, damages, costs and expenses of any kind which may be brought by or against any of them in connection with the realisation, disposal or purchase of any Securities or which may be suffered or incurred by any of them by reason of such realisation, disposal or purchase unless due to the willful default of any of them.

130.

The Bank is authorised to take such steps as it may consider expedient to enable it to provide the Custody services and to exercise its powers in connection therewith, including the right:-

- (a) to comply with any law, regulation, order, directive, notice or request of any government agency (whether or not having the force of law) requiring the Bank to take or refrain from action;
- (b) on behalf of the Account holder, to withhold and/or to make payment of any taxes or duties payable on or in respect of the Securities;
- (c) in the absence of or delay in receiving instructions from the Account holder in response to a request, to act or refrain from acting as it may deem expedient;
- (d) to co-mingle the Securities with the property of other customers;
- (e) to return to the Account holder securities which may not have the same serial number or identification as those originally deposited with or received by the Bank; and
- (f) to participate in and to comply with the rules and regulations of any system which provides central clearing and settlement facilities in respect of securities but without liability for any acts or omissions on the part of the operator or manager of any such system.

131.

If the Bank is unable at any time or from time to time to provide or to continue to provide any of the Custody services as a result of circumstances beyond the Bank's control, the Bank shall be entitled to suspend and/or withdraw the affected Custody service(s) immediately. The Bank shall notify the Account holder promptly of any such suspension and/or withdrawal and shall also notify the Account holder promptly if the circumstances in question cease so as to enable the Bank to resume the provision of the relevant Custody service(s).

132.

In performing the Custody services, the Bank shall exercise the same degree of care as it exercises in respect of its own property except to such extent as may otherwise be provided hereunder. The Bank may however appoint any other person as its nominee or agent to perform any of the Custody services on its behalf and may delegate any of its powers in connection therewith to such person but, in such a case, the Bank shall remain liable for the negligence or wilful default of any such appointee as if no such appointment had been made.

133.

The Account holder represents and warrants to the Bank that the Account holder is authorised and empowered to deposit the Securities with the Bank.

134.

The provision of the Custody services does not constitute the Bank as a trustee and the Bank shall have no trust or other obligations in respect of the Securities except those expressly provided herein. In particular, the Bank shall not:-

- (a) have any duty to examine or verify the validity of the ownership of or title to any Securities or be liable in respect of any defect in such ownership or title;
- (b) be liable for any taxes or duties payable on or in respect of the Securities or for the management of or any diminution in the value of the Securities;
- (c) be liable for any act delay or failure to act on the part of the Bank, any person appointed by it in connection with the provision of the Custody services and the respective officers and employees in respect of the Securities and, in particular but without prejudice to the generality of the foregoing, neither the Bank nor any of them shall be liable for any losses of any kind which may be incurred by the Account holder as a result of the provision of the Custody services by the Bank in accordance with the instructions of the Account holder or in any other case, unless due to the wilful default of the Bank or any other person appointed by it or their respective officers or employees.

135.

The Bank is authorised to accept instructions which it in its absolute discretion believes emanate from the Account holder or the authorised person(s) and the Bank shall not be liable for acting in good faith on such instructions which emanate from unauthorized persons or be liable for doing so, whether or not the instructions were given by the Account holder or the authorised person(s) and the Bank shall not be under any

duty to verify the identity of the person(s) giving those instructions purportedly in the name of the Account holder or the authorised person(s). The Bank reserves the right to refuse to act on the instructions of the Account holder or the authorised person if, in its opinion, there are grounds for doing so.

136.

The Bank shall:-

- (a) provide the Account holder with such reports and statements concerning the Securities and at such intervals as agreed between them from time to time;
- (b) inform the Account holder promptly if any legal action is instituted by any person concerning the Securities; and
- (c) provide the Account holder with such information as the Account holder may reasonably request concerning the operating facilities and methods which the Bank employs in providing the Custody services, provided always that the Bank shall not be required to provide any such reports, statements, access and/or information if to do so would contravene any law, regulation, order, directive, notice or request of any government agency, whether or not having the force of the law or in the case of access and/or information, if to do so would prejudice the security, operations or business of the Bank or its duties of confidentiality.
- (d) Be liable for any act delay or failure to act on the part of the Bank, any person appointed by it in connection with the provision of the custody services and the respective officers and employees in respect of the securities and, in particular but without prejudice to the generality of the foregoing, neither the Bank nor any of them shall be liable for any losses of any kind which may be incurred by the account holder as a result of the provision of the custody services by the Bank in accordance with the instructions of the account holder or in any other case, unless due to the willful default of the Bank or any other person appointed by it or their respective officers or employees.

137.

The Account holder shall pay to the Bank fees as agreed between them and all other expenses incurred by the Bank and any other person appointed by it in the provision of the Custody services. A certificate as to the nature and amount of such expenses signed by any duly authorised officer of the Bank shall be conclusive evidence against the Account holder of such expenses.

138.

The Account holder hereby irrevocably appoints the Bank and any person appointed by it to be the attorney for the Account holder and in the name and on behalf and as the act or deed of the Account holder or otherwise, without any reference to or consent from the Account holder, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers conferred on the Bank and its rights in connection with the Custody services and the Securities as it may consider expedient.

139.

The Custody services provided to the Account holder may be terminated by the Bank or the Account holder giving not less than 30 days notice to the other and by the Bank giving notice of immediate termination to the Account holder any time after the Account holder has contravened any of the provisions hereunder. Any such termination and any withdrawals of Securities, whether or not following termination, shall be without prejudice to the right of the Bank to settle any transactions entered into or to settle any liability incurred by the Account holder in respect of the Custody services and the Securities or by the Bank on behalf of the Account holder prior to termination and/or, at its discretion, to cancel unexecuted instructions.

Interest

140.

Interest rates on savings and time deposit accounts (foreign currency /local currency) are subject to change without prior notice except that the Bank will not vary the rate of interest contracted on existing time deposits until maturity.

141.

All Account holders must complete the statutory declaration of their tax status and resident status on the account opening form as required by the Department of Inland Revenue. Withholding tax on interest payments will be deducted by the Bank from the interest payable for the period as stipulated by the Department of Inland Revenue.

142.

Interest on savings accounts is calculated on the daily available balance and will be credited monthly (usually on the 26th of the month) to the account.

HSBC PREMIER GLOBAL SERVICES**143.**

- (a) Where HSBC Premier Global services are provided to the Account holder, the Account holder agrees to be bound by the terms and conditions upon which the services provided by MasterCard International under HSBC Premier Global services are offered and provided.
- (b) The Account holder agrees (without prejudice to the Bank's rights under clauses 66,67,68 and 69) to the transfer and disclosure of any information which the Bank may have from time to time relating to the Account holder, HSBC Premier and the master account to MasterCard International (as the case may be), their respective agents and third party service providers for the purposes of providing HSBC Premier Global services (as the case may be) to the Account holder.
- (c) The services provided under HSBC Premier Global services are supplied by MasterCard International, its agents and third party service providers appointed by MasterCard International. Accordingly, the Bank shall not be liable in any way for any actions, claims, loss, damage or liability of whatever nature arising out of any act or omission of MasterCard International or any of its agents or of such third party service providers or generally in relation to HSBC Premier Global services.

144.

To enable the Bank to consider whether to provide the Account holder with any service, the Account holder is required to supply personal data to the Bank from time to time and failure to do so may result in the Bank's inability to provide such service.

145.

The personal data will be used for considering the Account holder's request and subject to the Bank's agreeing to provide such service, the personal data and all other details and information relating to the Account holder's transactions or dealings with the Bank will be used in connection with the provision of such service to the Account holder. The Bank will use, store, disclose, transfer (whether within or outside Sri Lanka), obtain and/or exchange such personal data and such other details and information to, from or with all such persons as the Bank may consider necessary (including without limitation any member of the HSBC Group or any service provider) for any and all purposes:

- (a) in connection with the provision of services (including without limitation the provision of consolidated statements);
- (b) in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Account holder) any such personal data with other personal data in the Bank's possession;
- (c) in connection with the provision of banker's reference about the Account holder to other financial institutions or other parties;
- (d) of promoting, improving and furthering the provision of other services by the Bank and any other member of the HSBC Group to the Account holder generally; and/or for any other purposes and to, from or with such other persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank from time to time.

146.

The Account holder has the right to request access to and correction of any of the personal data or to request the personal data not to be used

for direct marketing purpose. Any request may be made in writing and addressed to the Personal Banking Manager such address and number as may be specified by the Bank from time to time. The Bank will comply with such request unless the Bank may or is required to refuse to do so under any applicable laws and regulations.

147.

Personal data protection

(a) From time to time, it is necessary for the Account holder to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.

Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services. It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship when customers write cheques or deposit money.

- (b) The purpose for which data relating to a customer may be used is as follows;
- i. the daily operation of the services and credit facilities provided to customers;
 - ii. conducting credit checks;
 - iii. assisting other financial institutions to conduct credit checks and collect debts;
 - iv. ensuring ongoing creditworthiness of Account holders
 - v. designing financial services or related products for Account holders' use
 - vi. marketing financial services or related products
 - vii. determining the amount of indebtedness owed to or by the Account holders
 - viii. collection of amounts outstanding from Account holders and those providing security for Account holders' obligations

- ix. meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches
- x. enabling an actual or proposed assignee of the Bank, or participant or sub participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub participation, and
- xi. purposes relating thereto

- (c) Data held by the Bank relating to an Account holder will be kept confidential by the Bank and the Bank may provide such information to the following parties for the purposes set out in paragraph (b).
- i. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - ii. any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - iii. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - iv. credit reference agencies and in the event of default, to debt collection agencies;
 - v. any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches; and
 - vi. any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer.
 - vii. by court order