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## Terms and Conditions for the Investment Services Website

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Please read these terms and conditions carefully before applying to access the Investment Services Website (as defined below), nominating a user for, and/or using, the Investment Services Website through the website and/or app including the applications which you can access via the website and/or app. The access to the Investment Services Website is given at the outset of the banking relationship with HSBC (as defined below) or after completion of the Form W46. Such access is at the entire discretion of HSBC (as defined below).

(Collectively this website, the mobile app and the underlying applications which you can access via the website and the mobile app shall be referred to as the "Investment Services Website").

By using the Investment Services Website, you signify your agreement to these terms and conditions and if you are using the Investment Services Website on behalf of any accountholder(s) (including, without limitation, any other individual(s), a partnership, a company or any other legal entity), you are confirming that you have full authority to bind that person to these terms and conditions.

Furthermore, if you are the account holder, you confirm, by using the Investment Services Website, that any natural person you authorize to use the Investment Services Website shall, individually, be your authorized representative for purposes of the Investment Services Website. If you grant access to the Investment Services Website to a legal entity (by designating such legal entity on a Form W46 (Application Form for Investment Services Website)), this legal entity may itself appoint the natural persons which will have access to the Investment Services Website. You also accept that any such individual appointed by a legal entity is an authorized representative of yourself as account holder for purposes of the Investment Services Website.

If you do not agree to these terms and conditions, please do not use the Investment Services Website.

- ▶ References to "Terms and Conditions" are references to these terms and conditions, as amended from time to time;
- ▶ References to "you", "your" and "yours" are references to the person accessing the Investment Services Website or, where that person is acting on behalf of any accountholder(s), then to the person accessing the Investment Services Website and to the relevant accountholder(s);
- ▶ References to "we", "us" and "our" are references to HSBC Private Bank (Suisse) SA;
- ▶ References to "HSBC" are references to HSBC Private Bank (Suisse) SA, together with its affiliates and associated entities including other members of the HSBC Group;
- ▶ References to the "HSBC Group" are references to HSBC Holdings plc and its direct and indirect subsidiaries;
- ▶ References to your "Relationship Manager" are to the individual from time to time notified by us to you (or, where you are accessing the Investment Services Website on behalf of any accountholder(s), notified by us to such accountholder(s)) as your (or his/her/their) Relationship Manager.

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### 1. Company information

The Investment Services Website is provided by HSBC Private Bank (Suisse) SA, a Swiss limited company registered in the Trade Register of the Canton of Geneva (Switzerland) under Company Registration Number (IDE) CHE-101.727.921 and with its registered office at 9-17, quai des Bergues, 1201 Geneva (Switzerland).

HSBC may outsource, in whole or in part, the provision of the Investment Services Website to another member of the HSBC Group, including, but not limited to, HSBC PB Services (Suisse) SA (a Swiss limited company registered in the Trade Register of the Canton of Geneva (Switzerland) under Company Registration Number (IDE) CHE-113.157.686 and with its registered office at 9-17, quai des Bergues, 1201 Geneva (Switzerland)).

The information provided through the Investment Services Website is for information purposes only. HSBC does not hold itself out as providing legal, financial or other advice via the Investment Services Website.

Please note that we will use your personal information in accordance with our Privacy Policy for the Investment Services Website (as defined below).

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### 2. Investment Services Website terms

These Terms and Conditions govern your access and use of the Investment Services Website and each time you access or use the Investment Services Website you agree to be bound by them. If you do not accept these Terms and Conditions in full, you should not access or use the Investment Services Website and should leave the Investment Services Website immediately. These Terms and Conditions refer to the following additional documents, which also apply to your access or use of our Investment Services Website:

- ▶ our Privacy Policy for the Investment Services Website, which sets out the terms on which we process any personal information we collect from you, or that you provide to us (the "Privacy Policy for the Investment Services Website"). The Privacy Policy for the Investment Services Website is available within the Investment Services Website interface.
- ▶ our Cookie Policy, which sets out information about the cookies on the Investment Services Website. The Cookie Policy is available within the Investment Services Website interface.

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### 3. Accessing the Investment Services Website

The Investment Services Website is made available free of charge.

We do not guarantee that the Investment Services Website, or any content on them, will be available at all times or on an uninterrupted basis. Access to the Investment Services Website is permitted on a temporary basis. We may at any time suspend, withdraw, or discontinue all or any part of the Investment Services Website including under sections 16 (Suspension and Termination of Access) and 18 (Ending this Agreement).

You are responsible for making all arrangements necessary for you to have access to our Investment Services Website.

You are also responsible for ensuring that all persons who access the Investment Services Website through your Security Details are aware of these Terms and Conditions and other applicable terms and conditions (including the Privacy Policy for the Investment Services Website), and that they comply with them.

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### 4. No warranty

This section 4 and sections 7 (Linked Websites/Frames/Use) and 12 (Limitation of Liability) below limit or exclude our legal liability for the Investment Services Website and your use of the Investment Services Website. You should read them carefully.

Other than the warranties and representations contained in these Terms and Conditions, all other warranties and representations, whether express, implied or statutory are, to the fullest extent permitted by applicable law, excluded.

Whilst we have taken reasonable steps to ensure the accuracy, currency, availability, correctness and completeness of the information provided through the Investment Services Website, the information (including text, graphics, and functionality) is presented "As Is" and "As Available."

In particular, HSBC makes no warranties or representations regarding:

- ▶ the accuracy, completeness or timeliness of the content, information and material available on the Investment Services Website; or
- ▶ the error-free use of the Investment Services Website; or
- ▶ the availability of the Investment Services Website or that they will meet any requirements you might have, that access will be uninterrupted or that there will be no delays, failures, errors or omissions of information available through the Investment Services Website; or
- ▶ the adequate protection and back up of data on the Investment Services Website, and you acknowledge that you have sole responsibility for adequate protection and back up of your own data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties when accessing or using the Investment Services Website; or
- ▶ the accuracy, functionality or performance of any third party software that may be used in connection with the Investment Services Website.

Please see section 17 (Important Information) for further information concerning the content of the Investment Services Website and certain limitations which may be applicable to it.

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### 5. Intellectual property rights

All intellectual property rights (including, without limitation, copyright, database rights, design rights, patents and trade-marks) in the Investment Services Website (including text and "look and feel" attributes) are owned by HSBC or licensed to HSBC by third party licensors unless otherwise stated. Your access to or use of the Investment Services Website does not grant you any intellectual property rights in the Investment Services Website. You may print, copy, download or temporarily store extracts from the Investment Services Website for your personal use or to help you use our products and services. You may not alter or otherwise make any changes to any material obtained from the Investment Services Website in any form, including, without limitation, removing any proprietary information, identifying marks or legends from such material. Any other use is prohibited unless you first request and obtain our written permission. Without limiting the above, unless you first obtain our written consent, you may not reproduce, modify, adapt, transmit, publish, broadcast, create derivative works of, store, archive or in any way exploit all or any part of the Investment Services Website. All rights in such content are hereby reserved.

Content from a third party provider available on or through the Investment Services Website may not be duplicated, distributed, published, transferred, transmitted, copied, altered, sold, used to create derivative works or otherwise misused. You must comply with all terms disclosed to you as required from time to time by any third party supplier of data or services to the Investment Services Website, including but not limited to, where necessary, entering into a direct agreement with such third party in respect of your use of their data or complying with any terms and conditions such third party supplier of data or services may require you to comply with.

HSBC and the hexagon logo are trade-marks of HSBC Group Management Services Limited and all rights in and to them vest in HSBC Group Management Services Limited. Other than as provided above you may not use or reproduce the HSBC trade mark, hexagon logo or brand name.



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## 6. Viruses

Because of the marked increase in the fabrication and proliferation of computer viruses, HSBC wants to warn you about infections or viral contamination on your system. It is your responsibility to undertake reasonable and appropriate precautions to scan any and all downloaded materials received electronically or submitted to you via the Investment Services Website.

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## 7. Linked websites/frames/use

The Investment Services Website may provide links to, or data from, third party websites for your convenience in locating related information and services. HSBC does not maintain any of these other websites and has no control over the organisations that maintain these websites or the information, products, or services these organisations provide.

HSBC cannot guarantee such websites' accuracy, completeness or suitability for any purpose. Accordingly, HSBC expressly disclaims any responsibility for the content of these other websites, the accuracy of the information on these websites and/or the quality of products or services provided by the organisations that maintain them.

HSBC does not recommend or endorse these organisations or their products or services in any way and access to them is at your own risk.

You are prohibited from linking to the Investment Services Website from any other website; from framing any of the materials on the Investment Services Website; and/or from suggesting any affiliation or endorsement between us, without our prior written authorisation.

You may print copies of the material contained in the Investment Services Website solely for your internal use in connection with the services provided to you by HSBC and solely in accordance with these Terms and Conditions.

You are expressly prohibited from selling; distributing; copying; amending; modifying; posting; transmitting; uploading; or performing any similar action regarding the material provided through the Investment Services Website, including graphics; text; content; logos or the like. Further, you are prohibited from using the Investment Services Website unlawfully and will be responsible for any and all consequences (including financial consequences) of your unlawful use of the Investment Services Website.

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## 8. Responsibility for use and control of Security Details and your information

For the purposes of these Terms and Conditions, "Security Details" means your user name, temporary password, any password selected thereafter, a mobile PIN that will consist of a six digit pin and/or biometric data, where relevant.

The method by which you access the Investment Services Website may vary over time and you will be fully informed as these changes occur.

With your Security Details, you will have access to the Investment Services Website and the tools and information available through the Investment Services Website and we hereby grant you a limited right to use the Investment Services Website and such tools and information, which right we may revoke at any time.

Your Security Details, any personal information and other financial information which you provide to us in connection with the registration for, and the use of, the Investment Services Website will be stored and used in accordance with our Privacy Policy for the Investment Services Website and, where relevant, our General Terms and Conditions (and any other contractual document entered into between you and us). If you require a further copy of our Privacy Policy for the Investment Services Website or our General Terms and Conditions, please contact your Relationship Manager. As further explained in the Privacy Policy for the Investment Services Website, we cooperate with other HSBC Group entities and third party service providers including your telecom service provider (the "**Recipients**") for purposes of the authentication process allowing you to access the Investment Services Website. You recognize and accept that, on the basis of the information provided to such Recipients, the latter may infer the existence of a bank-client relationship between you and us. You release us from any obligations of bank secrecy, confidentiality and/or data protection under Swiss or any other applicable law(s) which might otherwise preclude the transmission of such information. You hereby declare that you have all required permission to provide HSBC with this information and will be solely liable to pay any costs reasonably incurred by HSBC in respect of any claims that you did not have such authority.

You further acknowledge that you are fully responsible for the use of your Security Details, whether authorised, or known, by you or not, and the protection of your Security Details. Subject to any obligations we may have under applicable law or regulation, you shall pay any costs reasonably incurred by HSBC in respect of any claims related to any unauthorised access or use of the Investment Services Website or other HSBC systems, resulting from negligence on your part.

You agree to immediately notify us in writing if you become aware of any of the following: (a) loss or theft of your Security Details; (b) unauthorised use of your Security Details or any unauthorised use of the Investment Services Website; and (c) any other information which you believe compromises the security of your information and/or the information available through the Investment Services Website.

Where applicable, you consent to the provision of these Terms and Conditions through the Investment Services Website.

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## 9. Online fraud advisory

HSBC will never send emails that require customers to send your information to it via email, website link or pop-up windows. Any unsolicited request for HSBC account information you receive through emails, websites, or pop-up windows should be considered fraudulent. Online fraud occurs when someone poses as a legitimate company to obtain sensitive personal data and then illegally conducts transactions on your existing accounts. Often called "phishing" or "spoofing," the most pervasive methods of online fraud are emails, counterfeit websites and pop-up windows, or any combination of these.

Fraudulent emails often:

- ▶ appear to be from a legitimate, trusted source. You should not rely on the name or address in the "From" field, as this can be easily altered;
- ▶ ask you for personal information. These emails often claim that your information has been compromised or frozen, or ask you to confirm your identity;
- ▶ link to counterfeit websites. These sites may appear legitimate, but actually collect personal information for illegal use. They may also include a link to the real website in an attempt to make the link seem legitimate; and
- ▶ contain fraudulent phone numbers. These telephone numbers are usually tied directly to the fraud perpetrators. Never call a number featured on an email you suspect is fraudulent, and be sure to double-check any numbers you do call. In addition, a legitimate number may be included in an attempt to authenticate the email.

To help protect yourself from these fraudulent emails and websites:

- ▶ never provide sensitive account or personal information in response to an email;
- ▶ delete suspicious emails without opening them. If you do open a suspicious email, do not open any attachments or click on any links it may contain;
- ▶ bookmark any sites that house personal account information and use those bookmarks to navigate directly to those sites;
- ▶ install and regularly update virus protection software; and
- ▶ keep your computer operating system and Web browser current.

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## 10. Changes

HSBC may change the Investment Services Website or update information, material or content at any time without notice. While we shall make reasonable efforts to keep the Investment Services Website information accurate, HSBC is not obligated to update or correct information within any specified time period. HSBC is not responsible for information provided by third parties, whether the information is part of the Investment Services Website, is in any linked website, or is information about us that is provided on any website other than this one.

We reserve the right to change these Terms and Conditions at any time where we reasonably believe the change is to your advantage or is needed for any one or more of the following reasons:

- ▶ to respond proportionately to changes in general laws applicable to us or to any other entity of the HSBC Group;
- ▶ to meet regulatory requirements applicable to us or to any other entity of the HSBC Group;
- ▶ to reflect new industry guidance and codes of practice;
- ▶ to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar organisation; or
- ▶ to allow us to make changes to the way in which we manage the Investment Services Website or the service available through them as a result of changes to technology or the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one.

We have the right to make changes to these Terms and Conditions for reasons not stated above as long as we give you a reasonable prior notice and you are able to end the services delivered to you before the change takes effect without charge. We need this flexibility because we need to be able to manage how we provide our services over a long period of time and it is very difficult for us to anticipate all the circumstances when we may need to make a change as to how services delivered to you via the Investment Services Website work. If you do not like any change we make, you can exercise your right to end the services delivered to you via the Investment Services Website and terminate these Terms and Conditions.

The current version of these Terms and Conditions from time to time in force will be available via the Investment Services Website. Where these Terms and Conditions have been changed and you need a further copy of any prior version which is not available on the Investment Services Website, please ask your Relationship Manager for a hard copy.

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### 11. Privacy

We are committed to protecting your privacy. All information gathered from you in connection with your use of the Investment Services Website will be maintained in accordance with our Privacy Policy for the Investment Services Website and, where relevant, our General Terms and Conditions (and any other contractual document entered into between you and us).

The Investment Services Website also uses cookies in accordance with the applicable Cookie Policy.

By using the Investment Services Website, you warrant that all data provided by you is true and accurate

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### 12. Limitation of liability

We will not be responsible for any loss of, or damage to, your data, software, computer, telecommunications or other equipment caused by you using the Investment Services Website, unless such loss or damage is directly and solely caused by our gross negligence or deliberate default.

Subject to the foregoing, and to the extent permitted by law, neither we, nor any other member of the HSBC Group, shall be liable for any damage, loss or liability (whether arising in contract, tort, including gross negligence, or otherwise) arising out of or in connection with (a) your use of the Investment Services Website; (b) your reliance on any information or materials on the Investment Services Website or your inability to use or access the information or materials on the Investment Services Website; and/or (c) any failure in performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure in connection with the Investment Services Website or in the course of your use or attempted use of the Investment Services Website.

The above exclusions of liability apply to any damage, loss or liability which is direct, indirect, special, incidental or consequential or consists of loss of profits, business, goodwill, opportunity or data. All of the above exclusions apply even if you have advised us or any other member of the HSBC Group of the possibility of the above types of damage, loss or liability.

Nothing in these terms shall exclude or limit our liability in relation to:

- ▶ fraud, fraudulent misrepresentation, personal injury or death; or
- ▶ any other matter which cannot be excluded by law.

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### 13. Complaints and disputes

If at any time you are not satisfied with the service you have received through the Investment Services Website and wish to make a complaint, you should write, with full details to:

**HSBC Private Bank (Suisse) SA**

9-17, quai des Bergues  
1201 Geneva (Switzerland).

Alternatively, you can call us on:

+41 58 705 55 55

For further details about how we handle complaints, you can refer to the General Terms and Conditions of the Bank.

If you are not satisfied with our response, you may have the right to refer your complaint to the Swiss Banking Ombudsman, who can be contacted at:

**Swiss Banking Ombudsman**

Bahnhofplatz 9  
P.O. Box  
CH-8021 Zurich

**Phone (8:30 AM – 11:30 AM)**

+41 43 266 14 14 English / Deutsch  
+41 21 311 29 83 Français / Italiano

**Fax**

+41 (0)43 266 14 15

Website: <http://www.bankingombudsman.ch/>



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#### 14. Applicable law and place of jurisdiction

All relations between you and us arising out of, or in connection with, the Investment Services Website shall be governed by and construed exclusively in accordance with Swiss law (excluding its conflict of laws provisions). You and us submit all our disputes arising out of, or in connection with, the Investment Services Website to the exclusive jurisdiction of the Courts of the Bank's head office location or of the branch where the relevant bank account is maintained subject to any appeal to the Swiss Federal Tribunal permitted by law.

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#### 15. Age and responsibility

The Investment Services Website is not intended for use by minors below the age of 18. You confirm that you are above the age of 18 and that you can create binding legal obligations for any liability you may incur as a result of the use of the Investment Services Website. You agree that you are responsible for all uses of the Investment Services Website by you and those using your Security Details.

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#### 16. Suspension and termination of access

We reserve the right to suspend or terminate your access to the Investment Services Website where we have reasonable grounds to do so, including grounds relating to the security of, or the suspected unauthorised or fraudulent use of, the Investment Services Website and/or any applicable legal or regulatory obligations.

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#### 17. Important information

The Investment Services Website is maintained, and this information is issued, by HSBC Private Bank (Suisse) SA.

HSBC Private Bank (Suisse) SA is supervised by the Swiss Financial Market Supervisory Authority FINMA (FINMA). If you would like further information about FINMA, you can access its website at [www.finma.ch](http://www.finma.ch).

The Investment Services Website has been designed for access from within Switzerland. Because of this, we cannot guarantee that the Investment Services Website, or the information on it, complies with the local laws or regulations of, or is appropriate for use in, any other jurisdiction from which you access it. If you choose to access the Investment Services Website from a jurisdiction other than Switzerland, you must keep yourself informed about, and comply with, any restrictions or other requirements under local laws and regulations.

Access to the Investment Services Website is restricted and requires valid user authentication. No person should attempt to gain access to the Investment Services Website at any time when they do not hold valid Security Details.

Information available on the Investment Services Website about your holdings may be limited to investments and assets in your investment accounts maintained with HSBC Private Bank (Suisse) SA. This means that details of some investments held with or through us, such as (i) any amount blocked to cover a guarantee issued by us following your instructions, (ii) futures on indexes and equities, (iii) futures on commodities and (iv) limit on credit facility, might not be displayed on the Investment Services Website. These items will however be reflected on the periodic bank statements, which are also made available through the Investment Services Website. In addition, the Investment Services Website will not provide details of any investments or assets booked through or with other parts of the HSBC Group (including other HSBC booking centres).

The Investment Services Website is intended to provide you with a general overview of your relevant investments and assets only. Any values attributed to investments on the Investment Services Website (and any associated performance figures) are based on pricing sources (and where relevant pricing methodologies) selected by us and are only updated periodically. Actual prices when transacting in any relevant investment may vary and the value of investments fluctuates. It should be noted that any stated performance figures are calculated on the basis of total return and include gross uncrystallised gains and losses. In addition, certain investments or assets may be omitted from these figures. HSBC Private Bank (Suisse) SA makes no guarantees, representations or warranties of any kind and accepts no responsibility or liability as to its accuracy or completeness. Therefore, HSBC Private Bank (Suisse) SA expressly disclaims all responsibility for any loss or damage arising out of its provision or use.

Accordingly, all values (and any performance figures) provided on the Investment Services Website are indicative only. In case of discrepancy between the Bank's statements and the information provided on the Investment Services Website, the Bank's statements prevail.

For further details concerning the information available via the Investment Services Website, please contact your Relationship Manager.

Nothing on the Investment Services Website constitutes an offer to sell or a solicitation, or offer to buy, any investment or advice or a recommendation in respect of any investment. The information on the Investment Services Website is not intended for distribution to, or use by, any person in any jurisdiction where such distribution would be contrary to law or regulation.

Persons interested in acquiring any investment should inform themselves as to: (i) the legal requirements within the countries of their nationality, residence, ordinary residence or domicile for such acquisition; (ii) any foreign exchange control requirement which they might encounter on the acquisition or sale of investments and (iii) the income tax and other tax consequences which might be relevant to the acquisition, holding or disposal of any investment.



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Investors should remember that the price of investments can go down as well as up as a result of a variety of factors including market conditions, changes in the value of any underlying securities and currency movements. Past performance is not a guide to future performance and investors may not get back the full amount (or any) of their investment.

No representation is given that any investments referred to on the Investment Services Website are suitable for you or any particular person. The provision of information through the Investment Services Website should not be considered and does not constitute investment or financial advice of any kind. Any investment decision should be made after having read fully the relevant terms and conditions, application forms, information sheets and any other documentation relating to the chosen investment and after having taken professional investment and/or financial advice as appropriate.

Please refer to our General Terms and Conditions (or any other contractual document entered into between you and us) for general information about the risks associated with different investment types. For further information about the various investments and products available through us, including where relevant, terms and conditions, application forms, information sheets and other product literature, please consult with your Relationship Manager.

Where information is provided regarding the tax characteristics of particular investments, this will reflect our understanding of current tax laws and practices. However, this does not constitute tax advice and should not be relied upon as such. The tax treatment of an investment may vary depending on individual circumstances. There can be no guarantee that the nature, basis or incidence of taxation will not change.

You are reminded that it is your responsibility to complete tax returns including all information required by the tax authorities in the country or countries in which you are subject to tax in accordance with all applicable laws and tax rules in those countries. You are solely responsible for understanding and complying with your tax obligations including identifying all your taxable income, gains and assets as applicable. The information made available through the Investment Services Website has not been designed and should not be used for tax reporting purposes. We do not provide legal or tax advice and if you are in any doubt about the tax consequences of any investment and/or your obligations with respect to tax, you should consult an independent tax and/or legal adviser.

For the avoidance of doubt, nothing in this section 17 limits the general applicability of sections 4 (No Warranty), 7 (Linked Websites/Frames/Use) and 12 (Limitation of liability).

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## 18. Ending this agreement

The accountholder(s), or the user in his/her capacity as authorized representative on behalf of the accountholder, can end the agreement regarding Investment Services Website under these Terms and Conditions by writing to us at any time. Such termination will be effective upon receipt by us.

We can end the agreement under these Terms and Conditions immediately if you have breached any provisions of these Terms and Conditions or if we have reasonable grounds for believing you have committed a criminal offence or are about to commit a criminal offence in connection with your use of the Investment Services Website.

We can end the agreement under these Terms and Conditions for any other reason by giving you (or, where you have been granted access to the Investment Services Website on behalf of any other accountholder(s), by giving the relevant accountholder(s)) at least 30 days' prior notice.

If the agreement under these Terms and Conditions ends, you will no longer be able to access the Investment Services Website.

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## 19. Notices

We will communicate with you for the purposes of these Terms and Conditions in English. Any notices to be given by us under these Terms and Conditions may be given in accordance with our General Terms and Conditions and/or, subject to the requirements of any applicable law or regulation, may be given electronically through the Investment Services Website.

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## 20. Product and service terms

All HSBC's products and services are subject to the terms and conditions and disclaimers of the applicable agreement governing their use including, where relevant, our General Terms and Conditions (or any other contractual document entered into between you and us).

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## 21. Further information and feedback

If you need any information concerning the services available through the Investment Services Website or you have any feedback regarding the Investment Services Website, please contact your Relationship Manager.

