
Terms and Conditions for the Digital Services

(the “Terms and Conditions”)

HSBC Private Bank (Suisse) SA

By accepting these Terms and Conditions you will benefit from the electronic services (comprised of the Basic Digital Services and the Additional Digital Services, jointly, the “**Digital Services**”) offered by HSBC Private Bank (Suisse) SA (the “**Bank**”). Generally speaking, if there are several account holders in respect of an account, all of them need to accept these Terms and Conditions before the Digital Services are made available.

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Part A: Introduction

These Terms and Conditions govern the relationship between the Client and the Users, on the one hand, and the Bank, on the other hand, regarding the use of the Digital Services.

The Digital Services comprise of:

- ▶ the possibility to view certain information pertaining to the Client’s account relationship(s) with the Bank (the “**Basic Digital Services**”); and
- ▶ certain additional services (the “**Additional Digital Services**”), which are listed in Part D and which are, or will become, available. **The terms highlighted in grey only apply to the Additional Digital Services.**

A description of the functionalities offered in the context of the Digital Services is made available on the website of the Bank.

These Terms and Conditions apply as soon as a User (as defined below) uses the Digital Services. In the event of any conflict or inconsistency among the following, the contractual documentation which govern the relationship between the Bank and the Client (and the User), the order of precedence shall be as follows: (i) the Bank’s General Terms and Conditions, (ii) these Terms and Conditions for the Digital Services, (iii) **the form “Access to the Additional Digital Services waiver”** and (iv) any other document related to the Digital Services.

The term “**Client**” refers to the account holder(s) of the banking relationship(s) for which the Bank makes the Digital Services available to the Client and the Users.

The User is the actual user of the Digital Services, as Client or as a user appointed by the Client (jointly referred to as “**Users**”). The duties that are incumbent upon the Client under these Terms and Conditions also apply to each User (to the extent applicable). The Client shall be entirely responsible vis-à-vis the Bank for ensuring that each User fully complies with the obligations specified herein. The Client shall indemnify and hold the Bank harmless from and against any and all losses, damages, liabilities, obligations, claims, judgments, costs and expenses (including reasonable attorney’s fees) incurred by the Bank by reason of or resulting from any claim lodged by a User in connection with the Digital Services, including, but not limited to, the collection and processing, by the Bank, of information pertaining to a User.

The term “**User IT Equipment**” refers to hardware and software (including mobile devices and other technical means) used, by the User, to access the Digital Services.

The Bank makes no warranties or representations regarding:

- ▶ the availability of the Digital Services or that they will meet any requirement the User might have, that access will be uninterrupted or that there will be no delays, failures, errors or omissions of information available through the Digital Services;
 - ▶ the adequate protection and back up of data on the Digital Services, and each User acknowledges that the User has sole responsibility for adequate protection and back up of his/her own data and/or User IT Equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties when accessing or using the Digital Services; or
 - ▶ the accuracy, functionality or performance of any third party software that may be used in connection with the Digital Services.
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Part B: General provisions applicable to all Digital Services

1. Means of Authentication

Access to the Digital Services is granted once the User has authenticated himself/herself using the Means of Authentication (namely the username, the password and the verification code communicated during the registration process, the “**Means of Authentication**”). The Bank may substitute or modify the Means of Authentication at any time. The Means of Authentication provided to the User by the Bank may only be used in accordance with these Terms and Conditions.

The Client bears the responsibility for ensuring that each User fully complies with the obligations set forth herein and with any further instructions from the Bank.

The Client and the Users are aware of and, by using the Digital Services accept that the Bank cooperates with other HSBC Group entities, third party service providers, including sub-contractors (the “Recipients”) for purposes of the authentication process in order to access the Digital Services. The Recipients will have access to the mobile number the Client and the User(s) provide to the Bank and will process this information for purposes of the authentication process are able to conclude that there is a banking relationship with the Bank.

2. Due care obligations of the User

For the use of the Digital Services, the Bank does not verify the identity of the User by means of a signature or an ID verification. The verification of the User’s authorisation is established exclusively on the basis of the Means of Authentication (see Section 1).

Any person successfully gaining access to the Digital Services using the Means of Authentication shall be regarded by the Bank as being authorised to access and use the Digital Services and all instructions received by the Bank through the Digital Services shall be deemed to have been issued by the Client (represented by the User). The Bank shall be authorised to execute such instructions which are binding upon the Client. This shall apply irrespective of whether the person accessing the Digital Services is actually a User and/or has been authorised by the Client accordingly.

Any User may request the blocking of such User’s access to the Digital Services. Any User may also block his/her own access/authorisation by entering the Means of Authentication incorrectly until the system shows it to be blocked. The Client and the User shall bear the risk of the use of the Means of Authentication until the blocking takes effect. Means of Authentication do not become invalid automatically, e.g., as a result of death or incapacity, cancellation of the authority to sign or deletion from an official register. Therefore, the Client, the Users or their legal successors must explicitly request the Bank to block the Means of Authentication. In the case of non-use, the Bank reserves the right, on its own initiative, to block or permanently deactivate the access to the Digital Services.

3. Security measures to be taken by the User

The Client must promptly follow the instructions of the Bank regarding the use of the Digital Services, especially those regarding security measures. The Bank may provide these instructions on the Bank’s website, in the Digital Services or through another channel deemed suitable by the Bank.

The User undertakes to store the Means of Authentication carefully and separately from each other. Means of Authentication (especially PIN/passwords) may not be passed on or otherwise made available to other persons. PIN/passwords must be modified immediately upon receipt and kept secret. PIN/passwords may not be noted down physically and must be encrypted if stored electronically. PIN/passwords must be chosen in such a way that they are not easy to determine (e.g., no phone numbers, dates of birth, simple numeric sequences).

If there are reasons to suspect that any other person has obtained knowledge of a Means of Authentication, the User must ensure that they are changed immediately. The loss of a Means of Authentication must be reported to the Bank immediately. No replies must be sent to emails, SMS or other messages allegedly sent by the Bank and requesting disclosure of the Means of Authentication. The Bank must be informed immediately if any such request has been received.

Unauthorised third parties may attempt to gain access to the User IT Equipment. The User undertakes to implement appropriate security measures in order to minimize the security risks. In particular, the operating system and browser must be kept up to date and the User must install the security patches supplied and recommended by the respective providers. It is the responsibility of the User to obtain information about the required security precautions in respect of the User IT Equipment and to implement them.

4. Risks

Any risk which results from (i) a manipulation of the User IT Equipment, (ii) the fraudulent utilization of Means of Authentication, (iii) breaches of duties of care by a User or a third party or (iv) interference by unauthorised third parties during data transmission are borne by the Client.

The Client and the User are aware of and, by using the Digital Services accept, the risks of exchanging information and data over public and private networks. The risk of targeted manipulation of the User IT Equipment falls within the area of responsibility of the User and must accordingly be borne by the User and/or Client. The Bank hereby excludes all liability in respect of loss or damage suffered due to transmission errors, misrouting, technical faults or defects, breakdowns or illegal/fraudulent intrusions into a User IT Equipment



(including systems and transmission networks that are generally accessible to the public) or the Digital Services, unless the Bank failed to exercise the standard of care customary in the industry.

5. Information provided through the Digital Services

The Digital Services provide rates and a variety of information on financial products, currencies and companies. All rates and information displayed in the Digital Services reflect the rates and information of the prior business day.

The Bank receives the rates and information displayed in the Digital Services from third parties. Although the Bank carefully selects the data sources and technical systems, there may be time delays and/or the rates and information may contain errors or be incomplete. Actual prices when transacting in any relevant investment may vary and the value of financial instruments may fluctuate. It should be noted that any stated performance figures are calculated on the basis of total return and include gross unrealised gains and losses. The Bank exercises the standards of care and diligence customary in the industry when displaying information via the Digital Services. The Bank excludes any further guarantee and accepts no further liability for timeliness, accuracy and completeness of the information provided via the Digital Services. The information and messages displayed shall be regarded as purely indicative and shall not be legally binding unless expressly stipulated otherwise. Other than the warranties and representations expressly set out herein, all other warranties and representations, whether express, implied or statutory are, to the fullest extent permitted by applicable law, excluded.

For the avoidance of doubt, the rates and information provided in the Digital Services as well as the information supplied by the "Alerts and Notifications" tool (see Part D below) do not constitute 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 Digital Services 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 (or disposing of) 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.

Information available on the Digital Services about the Client's holdings may be limited to investments and assets in the Client's investment accounts maintained with the Bank. This means that details of some investments held with or through the Bank, such as (i) any amount blocked to cover a guarantee issued by the Bank, (ii) futures on indexes and equities, (iii) futures on commodities and (iv) limits on credit facility, might not be displayed in the Digital Services. These items will however be reflected on the periodic bank statements, which are also made available through the Digital Services.

Where information is provided regarding the tax characteristics of particular investments, this will reflect the Bank's understanding of current tax laws and practices. However, this information does not constitute tax advice and should not be relied upon as such. The tax treatment of an investment may vary depending upon individual circumstances. There can be no guarantee that the nature, basis or incidence of taxation will not change. The Client is reminded that it is his/her responsibility to complete tax returns including all information required by the tax authorities in the country or countries in which the Client is subject to tax in accordance with all applicable laws and tax rules in those countries. The Client is solely responsible for understanding and complying with his/her tax obligations including identifying all the Client's taxable income, gains and assets, as applicable. The information made available through the Digital Services has not been designed and should not be used for tax reporting purposes. The Bank does not provide legal or tax advice and if the Client or a User is in any doubt about the tax consequences of any investment and/or obligations with respect to tax, the Client or User should consult an independent tax and/or legal adviser.

6. Costs and fees

The use of the Digital Services does not trigger any additional costs for the Client or any User.

The Bank reserves the right to change the financial conditions (e.g., costs, fees, discounts, perimeter of services) of the Digital Services at any time and with immediate effect. Modifications are communicated to the Client through a channel deemed suitable by the Bank.

7. Electronic tools

To use the Digital Services, the User may use the electronic tools provided by the Bank directly (including a mobile application) or through a third party (application "Live Sign"). The Bank grants the User the nonexclusive, non-transferable right to use the electronic tools provided by the Bank at no additional charge for purposes of the Digital Services.

Provided the Bank exercises a level of care which is in line with industry standards, the Bank offers no guarantee for the provision of uninterrupted, fault-free access to its services. It will therefore accept no liability for any financial prejudice as a result of faults, interruptions (including system-related maintenance work) or the overloading of the User IT Equipment.

By using the electronic tools provided by the Bank, the User acknowledges that this use is at his/her own risk. As far as is legally permissible, the Bank gives no guarantee that the electronic tools are provided entirely free of errors. Moreover, the Bank gives no guarantee that all elements of the electronic tools correspond to the User's expectations or will function without error in relation to all applications and in conjunction with any other programs and device/network configurations selected by the User.

In the event that defects or errors impair or hinder the functionality of the Digital Services, the User must refrain from using the Digital



Services and immediately notify the Bank. The use of the electronic tools provided by the Bank on devices not controlled by the Bank, especially the use of applications on a mobile device, may mean that third parties (e.g., device manufacturers, providers of app distribution platforms or network providers) are able to conclude that there is a banking relationship with the Bank or to access bank client information (e.g., when bank client information is saved on the devices or the device is lost).

8. Intellectual property rights

All intellectual property rights (including, without limitation, copyright, database rights, design rights, patents and trademarks) in the Digital Services (including text and “look and feel” attributes) are owned by the Bank or licensed to the Bank by third party licensors.

The access to or use of the Digital Services does not grant the User any intellectual property rights in the Digital Services. The User may print, copy, download or temporarily store extracts of material obtained through the Digital Services for personal use or to help the User use the Bank’s products and services. The User may not alter or otherwise make any changes to any material obtained through the Digital Services in any form, including, without limitation, removing any proprietary information, identifying marks or legends from such material. Any other use is prohibited unless the User first requests and obtains the Bank’s written permission. Without limiting the above, unless the User first obtains the Bank’s written consent, the User 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 material obtained through the Digital Services. All rights in such content are hereby reserved.

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

HSBC and the hexagon logo are trademarks 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, the User may not use or reproduce the HSBC trademark, hexagon logo or brand name.

9. Third party websites

The Digital Services may provide links to, or data from, third party websites for the User’s convenience in locating related information and services. The Bank 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. The Bank cannot guarantee such websites’ accuracy, completeness or suitability for any purpose. Accordingly, the Bank 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. The Bank does not recommend or endorse these organisations or their products or services in any way and access to them is at the User’s own risk.

10. Country-specific restrictions

The range of financial services offered to Users outside of Switzerland may be subject to local legal/regulatory restrictions. If the Bank does not have the necessary local approvals, the scope of the services available to Users from the country concerned will be restricted. These restrictions are constantly changing in line with legal/regulatory developments in the respective country. The Bank shall be authorised to adjust or restrict, at any time and without prior notice, the range of functionalities available. The Means of Authentication provided by the Bank may be subject to specific import/export restrictions as well as restrictions of use. Furthermore, export/import and the use of the Means of Authentication by the User in third countries (i.e., in countries other than the country to which the Bank originally delivered them) may be subject to additional country-specific laws. The User shall be responsible for being aware of and complying with all relevant restrictions and laws. The Bank accepts no liability whatsoever in this regard and cannot and does not provide any advice in this respect.

11. Amendments

The Bank shall be entitled to amend these Terms and Conditions at any time. The Bank shall announce the amendments in advance in any manner it deems suitable. The amendments shall be deemed to be approved, unless an objection is raised in writing within one month of the announcement, but in any event, when using the Digital Services for the first time after the announcement.

12. Termination

The Client and the Bank may terminate the use of Digital Services or individual functionalities offered by Digital Services at any time and with immediate effect. Following the complete termination of Digital Services, the User must render the physical Means of Authentication (if any) unusable and return them at once to the Bank. Notwithstanding such termination, the Bank shall still be authorised to execute, with legally binding effect for the Client, all transactions initiated before the Means of Authentication were returned.



Part C: Privacy notice applicable to the Digital Services

The purpose of this Part C is to describe the manner in which the personal data of the Users is processed by the Bank in the context of the Digital Services.

By accepting these Terms and Conditions, the Client confirms having notified every User of, and that every User has understood and is aware of, the collection and processing of information pertaining to such User, as described herein (including this Part C).

The information below supplements, but does not replace, the information contained in the Bank's privacy notice, which is available on the following link: <https://www.privatebanking.hsbc.com/privacy-notice/privacy-notice-for-hsbc-private-bank-suisse-sa/> (the "General Privacy Notice"). To the extent there is any conflict between these documents, the order of precedence is as follows: (i) the General Terms and Conditions of the Bank, (ii) the General Privacy Policy and (iii) these Terms and Conditions.

1. Information the Bank may collect about the User

The Bank may collect information in order to provide the User with access to the Digital Services and in order to verify the User is authorised to do so. The Bank may also collect information during the visit of the Digital Services, including the pages the User views, the links the User clicks and any other action taken in connection with the Digital Services. The Bank also collects certain standard information that the User's web browser sends to every operator of a website the User visit, such as the User's IP address, browser type, access times and referring website addresses. The Bank has ensured that third parties with whom the Bank contracts to assist the Bank in providing the Digital Services have agreed to maintain the confidentiality of the User's data and process the User's information in line with the instructions that the Bank gives them. The contractual relationships entered into with such third parties are structured in accordance with applicable data protection rules.

2. Purposes for which the Bank processes the User's information in the context of the Digital Services

The Bank processes the User's information for the following purposes:

- ▶ to ensure that the User is authorised to access the Digital Services;
- ▶ to ensure that the Digital Services are presented in the most effective manner for the User on the User IT Equipment, including by eliminating the need for the User to repeatedly enter the same information and by displaying content customised to the User's interests and preferences;
- ▶ to perform research and analysis aimed at improving the Digital Services and, more generally, the Bank's services;
- ▶ to provide the User with products, services or information that the User requests from the Bank or to carry out the Bank's obligations arising from any contracts entered into between the User and the Bank;
- ▶ to provide the User with information on products and services that the Bank feel may interest the User (by post, telephone, email or text message), where the User has consented to be contacted for such purposes;
- ▶ to allow the User to participate in any interactive features of the Digital Services, when the User chooses to do so; and
- ▶ to notify the User about changes to the Digital Services.

3. Third Party Sites

The Digital Services may, from time to time, contain links to and from the websites of the Bank's partner networks, advertisers and affiliates (the "Third Party Sites"). If the User follows a link to any of these Third Party Sites, the User should note that these Third Party Sites have their own privacy policies and that the Bank's does not accept any responsibility or liability for these policies. The User should check these policies before the User submits the User's information to these Third Party Sites.

4. Processing of personal data in the context of the authentication process

The Bank intends to achieve a high level of security in the context of the Digital Services. For this purpose, the Bank has implemented a multi-factor authentication process involving a username/password and a code transmitted via SMS (or another channel). The Bank cooperates with other HSBC Group entities and third party service providers and their subcontractors (the "Recipients") for purposes of this authentication process. The Recipients will have access to the mobile number the User provides the Bank with and will process this information for purposes of the authentication process. Therefore, the Recipients may infer the existence of a bank-client relationship between the User and the Bank. The Recipients are bound by confidentiality obligations. The Recipients will store and access the User's mobile number in and from Switzerland and European Economic Area (EEA) Member States, in particular in Czech Republic and in Ireland, as well as the location in which the User's telecom service provider is operating. Some of these jurisdictions do not offer a level of data protection which is equivalent to the Swiss data protection rules. Should the User have any further questions, the User can contact the Bank using the contact details provided in the General Privacy Notice.



5. Further information

If you would like further information on any of the items mentioned above, please address your questions to the Bank's Data Protection Officer via email at:
dataprotection.ch@hsbcpb.com

Part D: Information regarding the Additional Digital Services ("Transmission of Personal Data")

The purpose of this Part D is to provide additional information in respect of the Additional Digital Services (which form a subset of the Digital Services):

Below you will find information regarding the services rendered and the processing of personal data in the context of the Additional Digital Services (each time (i) as of the date the relevant Additional Digital Service is made available by the Bank and (ii) to the extent the relevant Additional Digital Service is used by the User).

Please note that the information set out below may change. Modifications are communicated to the User through a channel deemed suitable by the Bank.

In the context of the application to use the Additional Digital Services, the Client is requested to consent, on her/his behalf and on behalf of all Users, to the transfers of personal data to the countries listed in the section below (such transfers occur if and to the extent the relevant Additional Digital Services is used). Any such data transferred outside of Switzerland is not covered anymore by Swiss law but by non-Swiss rules, which may provide for a different level of data protection and may require or permit disclosure to third parties or authorities. Some of these countries (i.e., those indicated in bold in the section below) have not been recognized as offering an adequate level of data protection from a Swiss legal perspective. Upon providing such consent, the Client confirms that she/he has also obtained the express consent of each User in respect of the data processing activities listed below.

Additional Digital Services

1. Payments Services

Description: This functionality allows the User (to the extent authorised to do so by the Client) to instruct cash transfers to be made out of the relevant account.

Upon providing this functionality, the Bank also processes personal data to implement certain operational procedures, for example a verification of payments which could not be effected for technical or other reasons.

Type of personal data being processed:

- ▶ Personal data related to the Client
- ▶ Personal data related to the beneficiary of a payment
- ▶ Payment transactional information
- ▶ IP address of the User

Recipients of personal data:

- ▶ HSBC Global Services (UK) Ltd and other HSBC Group entities
- ▶ Cloud service providers

Jurisdictions in which personal data of the Users may be disclosed if outside Switzerland¹:

- ▶ United Kingdom (localization of the infrastructure supporting the Additional Digital Services)
- ▶ Additional countries of destination: Ireland, **India, Philippines, United States of America**

2. Fraud monitoring in respect of "Payment Services" functionality

Description: In the context of the "Payment Services" functionality, a profiling process is implemented whereby certain characteristics of the User's use of the functionality are recorded (e.g., the IP address used to log into this functionality), including using tags which may be stored on the User IT Equipment, for purposes of identifying unusual patterns which could be an indicium of a fraudulent access to the functionality.

Type of personal data being processed:

- ▶ IP address of the User
- ▶ Client ID number
- ▶ Email of the User

¹ IMPORTANT NOTE: Terms highlighted represent jurisdictions which do not offer a level of data protection which is "adequate" from a Swiss legal perspective. The Client and the User consent to a transfer of their personal data to these jurisdictions by using the relevant Additional Digital Services.



- ▶ Phone of the User
- ▶ Payment beneficiary account number

Recipients of personal data:

- ▶ HSBC Global Services (UK) Ltd and other HSBC Group entities
- ▶ External service providers (including cloud service providers)

Jurisdictions in which personal data of the Users may be disclosed if outside Switzerland¹:

- ▶ **Canada**
- ▶ **China**
- ▶ **Hong Kong**
- ▶ Iceland
- ▶ Ireland
- ▶ **India**
- ▶ The Netherlands
- ▶ United Kingdom
- ▶ **United States of America**

3. Electronic Signature

Description: The purpose of this functionality is to provide to the Client an electronic signature capability in the context of the account opening and in the context of the acceptance of other banking documents during the life of the account.

Please see additional terms below.

Type of personal data being processed:

- ▶ Telephone number of the Client
- ▶ Email address of the Client
- ▶ IP address
- ▶ Personal data contained in the relevant documents

Recipients of personal data:

- ▶ HSBC Global Services (UK) Ltd and other HSBC Group entities
- ▶ Cloud service providers

Jurisdictions in which personal data of the Users may be disclosed if outside Switzerland¹:

- ▶ **Canada**
- ▶ Germany
- ▶ **India**
- ▶ Ireland
- ▶ Romania
- ▶ United Kingdom
- ▶ **United States of America**

4. Alerts and Notifications

Description: This functionality allows the Bank to send electronically any notification in respect of the securities held on the account (in particular notifications related to capital transactions, corporate events and other similar announcements) to the User (the "Notifications").

Notifications are deemed to have been duly received by the addressee once accessible via the Digital Services. Therefore, the Client or User bears full responsibility for promptly reading and duly taking note of the content of any Notification. The User shall check the incoming Notifications carefully to ensure that they are complete and accurate.

¹ IMPORTANT NOTE: Terms highlighted represent jurisdictions which do not offer a level of data protection which is "adequate" from a Swiss legal perspective. The Client and the User consent to a transfer of their personal data to these jurisdictions by using the relevant Additional Digital Services.

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Type of personal data being processed:

- ▶ Identification details of the Client and of the User
- ▶ Contact details of the Client and of the User
- ▶ Account information

Recipients of personal data:

- ▶ HSBC Global Services (UK) Ltd and other HSBC Group entities
- ▶ Cloud service providers

Jurisdictions in which personal data of the Users may be disclosed if outside Switzerland¹:

- ▶ United Kingdom (localization of the infrastructure supporting the Additional Digital Services)
- ▶ Additional countries of destination: **China, Hong Kong**, Ireland, Poland

5. Wealth Analytics

Description: The purpose of this functionality is to provide the Client with (i) insight on his/her portfolio, (ii) a risk analysis of expected shortfall / volatility, (iii) stress tests of different scenarios and (iv) wealth projections.

Type of personal data being processed:

- ▶ Account and portfolio identification
- ▶ Portfolio information
- ▶ Information on investment objectives and restrictions

Recipients of personal data:

- ▶ HSBC Global Services (UK) Ltd and other HSBC Group entities
- ▶ Cloud service providers

Jurisdictions in which personal data of the Users may be disclosed if outside Switzerland¹:

- ▶ United Kingdom (localization of the infrastructure supporting the Additional Digital Services)
- ▶ Additional countries of destination: **China, India**, Ireland

6. Update My Details

Description: This functionality allows the User to provide the Bank with information regarding the User or to update previously provided information (e.g., address, phone number and email address) regarding a User.

In the context of this functionality, a profiling process is implemented whereby certain characteristics of the User's use of the functionality are recorded (e.g., the IP address used to log into this functionality), including using tags which may be stored on the User IT Equipment, for purposes of identifying unusual patterns which could be an indicium of a fraudulent access to the functionality.

Type of personal data being processed:

- ▶ Personal data provided by the User to the Bank in the context of the account opening process and during the life of the account
- ▶ IP address

Recipients of personal data:

- ▶ HSBC Global Services (UK) Ltd and other HSBC Group entities
- ▶ Cloud service providers

Jurisdictions in which personal data of the Users may be disclosed if outside Switzerland¹:

- ▶ United Kingdom (localization of the infrastructure supporting the Additional Digital Services)
- ▶ Additional countries of destination: Germany, **Hong Kong**, Iceland, Ireland, **Singapore**, The Netherlands, **United States of America**

¹ IMPORTANT NOTE: Terms highlighted represent jurisdictions which do not offer a level of data protection which is "adequate" from a Swiss legal perspective. The Client and the User consent to a transfer of their personal data to these jurisdictions by using the relevant Additional Digital Services.



Additional terms applicable to the "Electronic Signature" functionality

All actions undertaken during the use of the "Electronic Signature" functionality are actions which are attributed to the Client under his/her responsibility as account holder – in the case of an individual account – or as duly authorised representative of the account holder – in the case of an entity, trust or foundation account and the Client confirms he/she is duly entitled and authorised to act as or on behalf of the account holder.

The Client must check the received document carefully for completeness and accurateness. Any issue must be communicated immediately to the Bank. By clicking on the relevant button, the Client states that he/she wishes to accept/sign the document in the form shown to him/her in this functionality. This document is then deemed accepted/signed. Electronically accepted/signed documents have the same legal effects as documents signed by hand, and they represent the original.

The Client shall have no claim against the Bank (or any of the Bank's affiliates, directors, representatives, agents or employees) as a result of, or in connection with, the use of this functionality. The Client shall indemnify and hold harmless the Bank (and any of the Bank's affiliates, directors, representatives, agents and employees) from and against any financial prejudice, including costs and expenses, incurred by the Bank (or any of the Bank's affiliates, directors, representatives, agents or employees) and resulting from any claim made by a third party against the Bank as a result of, or in connection with, this functionality.

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