

**Terms and Conditions of the Payment Services Package (“the Package”) offered by The Hongkong and Shanghai Banking Corporation Limited in Hong Kong (“the Bank” or “HSBC”) for New-To-Bank customers upon account opening**

**<Applicable for paper-based application for New-to-Bank customers only>**

**Specific Terms and Conditions of the Package**

**1 Customer Eligibility**

(a) Customer must meet all the following requirements to become an Eligible Customer:

- (i) opened their first Business Integrated Account (“**BIA**”) with the Bank before the Overall Package Offer End Day (as defined below); and
- (ii) with registered office address in the place of incorporation or principal business address or correspondence address in the Greater Bay Area other than in the Hong Kong Special Administrative Region (“**Hong Kong**”); and
- (iii) applied for the Package (as defined below) under the same BIA.

The “**Overall Package Offer End Day**” refers to the last day of this promotional offer, which is 31st December 2023.

The “**Greater Bay Area other than Hong Kong**” refers to the following 10 cities or regions in the People’s Republic of China: Shenzhen, Guangzhou, Huizhou, Zhuhai, Zhongshan, Foshan, Jiangmen, Zhaoqing, Dongguan, and the Macau Special Administrative Region.

The “**Payment Services Package**” or the “**Package**” refers to a package in which a service package fee (the “**Package Fee**”) will be offered for a defined set of transaction quotas (the “**Package Quotas**”) for specific types of Eligible Payment Transactions (as defined in clause 3(a)) within a defined period of time (the “**Package Period**”).

- (b) The Package description set out in the [HSBC Payment Services Package for Business Integrated Account Offer Application Form](#) (the “**Application Form**”) and these terms and conditions are exclusive to customers who receive the Package offer and subscribe to the Package (“**Eligible Customers**”).
- (c) An Eligible Customer may choose any one (1) Package from those Package(s) available in the Application Form. If an Eligible Customer desires to subscribe to another Package, it must first request for an un-subscription to the existing Package.
- (d) The Bank reserves the right to determine at its sole discretion the eligibility of an Eligible Customer who can subscribe to a Package.

**2 Package duration and Important Dates**

- (a) Subject to clause 2(c)(ii), the **Package Effective Date** is the effective date of a Package subscription.
- (b) Subject to sub-clauses (i) and (ii), the **Package Validity End Day** is the last day on which a Package is effective, which should always fall on the last day of a calendar month.
  - (i) The Package Fee offered under a Package will be effective up to the Package Validity End Day. A Package will be automatically rolled over to the next cycle following the Package Validity End Day unless an Eligible Customer requests for an un-subscription to the Package and that such request has been communicated to and effected by the Bank.
  - (ii) The Package Validity End Day of a Package, following any roll-over of package cycle(s), will not go beyond the Overall Package Offer End Day.

To illustrate by examples:

Package Effective Date	Package Period	Package Validity End Day	Package Effective Date for next package cycle
1 <sup>st</sup> April 2023	3 months	30 <sup>th</sup> June 2023	1 <sup>st</sup> July 2023
1 <sup>st</sup> April 2023	6 months	30 <sup>th</sup> September 2023	Not applicable
1 <sup>st</sup> May 2023	3 months	31 <sup>st</sup> July 2023	1 <sup>st</sup> August 2023

- (c) Package subscription or un-subscription requests that are made on or before the **Package Maintenance Cutoff Day** of a calendar month will be effective from the first (1st) day of the following calendar month. If such request is made after the Package Maintenance Cutoff Day of a calendar month, the relevant request will only be effective from the first (1st) day of the calendar month following the next calendar month.
  - (i) The Package Maintenance Cutoff Day refers to the fourth (4th) working day counting backward from the last day of each calendar month.

To illustrate by examples:

Calendar Month	Working days at the end of the calendar month	Package Maintenance Cutoff Day	Package Effective Date or un-subscription effective date
January 2023	27 <sup>th</sup> , 28 <sup>th</sup> , 30 <sup>th</sup> & 31 <sup>st</sup> January 2023	27 <sup>th</sup> January 2023	1 <sup>st</sup> February 2023
February 2023	24 <sup>th</sup> , 25 <sup>th</sup> , 27 <sup>th</sup> & 28 <sup>th</sup> February 2023	24 <sup>th</sup> February 2023	1 <sup>st</sup> March 2023
March 2023	28 <sup>th</sup> , 29 <sup>th</sup> , 30 <sup>th</sup> & 31 <sup>st</sup> March 2023	28 <sup>th</sup> March 2023	1 <sup>st</sup> April 2023
April 2023	26 <sup>th</sup> , 27 <sup>th</sup> , 28 <sup>th</sup> & 29 <sup>th</sup> April 2023	26 <sup>th</sup> April 2023	1 <sup>st</sup> May 2023
May 2023	27 <sup>th</sup> , 29 <sup>th</sup> , 30 <sup>th</sup> & 31 <sup>st</sup> May 2023	27 <sup>th</sup> May 2023	1 <sup>st</sup> June 2023
June 2023	27 <sup>th</sup> , 28 <sup>th</sup> , 29 <sup>th</sup> & 30 <sup>th</sup> June 2023	27 <sup>th</sup> June 2023	1 <sup>st</sup> July 2023
July 2023	27 <sup>th</sup> , 28 <sup>th</sup> , 29 <sup>th</sup> & 31 <sup>st</sup> July 2023	27 <sup>th</sup> July 2023	1 <sup>st</sup> August 2023
August 2023	28 <sup>th</sup> , 29 <sup>th</sup> , 30 <sup>th</sup> & 31 <sup>st</sup> August 2023	28 <sup>th</sup> August 2023	1 <sup>st</sup> September 2023
September 2023	26 <sup>th</sup> , 27 <sup>th</sup> , 28 <sup>th</sup> , & 29 <sup>th</sup> September 2023	26 <sup>th</sup> September 2023	1 <sup>st</sup> October 2023
October 2023	27 <sup>th</sup> , 28 <sup>th</sup> , 30 <sup>th</sup> & 31 <sup>st</sup> October 2023	27 <sup>th</sup> October 2023	1 <sup>st</sup> November 2023
November 2023	27 <sup>th</sup> , 28 <sup>th</sup> , 29 <sup>th</sup> & 30 <sup>th</sup> November 2023	27 <sup>th</sup> November 2023	1 <sup>st</sup> December 2023

- (ii) The Package Effective Date is also subject to the completion date of account opening of the BIA ("**Account Opening Date**") that applied for the Package. The expected Package Effective Date, as specified in the Application Form, will be postponed to the first date of the following month in case that Account Opening Date is later than the Package Maintenance Cutoff Day of the same month.

To illustrate by examples:

Account Opening Date	Expected Package Effective Date (As specified on Application Form)	Package Maintenance Cutoff Day	Package Effective Date
24 <sup>th</sup> May 2023	1 <sup>st</sup> June 2023	27 <sup>th</sup> May 2023	1 <sup>st</sup> June 2023
29 <sup>th</sup> May 2023	1 <sup>st</sup> June 2023	27 <sup>th</sup> May 2023	1 <sup>st</sup> July 2023

- (d) In observation of the Overall Package Offer End Day, the last Package Maintenance Cutoff Day will be the 27<sup>th</sup> November 2023. Any Package subscription with an Account Opening Date after the 27<sup>th</sup> November 2023 or un-subscription requests made after the 27<sup>th</sup> November 2023 will not be accepted. The last day on which an Eligible Customer can subscribe for a Package is **17<sup>th</sup> November 2023**.

### 3 Payment Transactions Eligibility, Quotas and Fees

- (a) A Package covers the following payment transaction services:

- Inward Telegraphic Transfers
- Inward Real Time Gross Settlement (RTGS) payments
- Outward Telegraphic Transfers via HSBCnet or Business Internet Banking
- Outward Real Time Gross Settlement (RTGS) payments via HSBCnet or Business Internet Banking
- Outward Faster Payment System (FPS) payments via HSBCnet or Business Internet Banking (collectively referred to as "**Eligible Payment Transactions**").

- (b) For the avoidance of doubt, the Package Fee applies only to the basic transaction fees of the Eligible Payment Transactions. Any additional fees charged on an Eligible Payment Transaction, including without limitation, "OUR" charge option where the remitter bears all charges, and additional fees for handling instructions, will not be covered in the Package Fee offered under a Package.

- (c) The Package Fee and the Package Quotas are only applicable to Eligible Payment Transactions processed in the BIA held by the Eligible Customer that has been subscribed to the Package. For the avoidance of doubt, any Eligible Payment Transactions that are processed in any other account(s) held by the same Eligible Customer are out of scope of the Package.

- (d) For any particular Package, individual Package Quotas would be defined for each type of Eligible Payment Transactions, as specified in the Application Form.

- (e) If the Package Quotas of any type(s) of Eligible Payment Transactions is/are not explicitly specified, that implies the Package Quotas of that/those type(s) of transactions is/are zero.

To illustrate by example, if the Package Quotas specification in the Application Form says a particular Package is for 2 (Two) Inward Telegraphic Transfers & 3 (Three) Outward Telegraphic Transfers, via HSBCnet or Business Internet Banking, that implies the Package Quotas on "Inward Real Time Gross Settlement (RTGS) payments", "Outward Real Time Gross Settlement (RTGS) payments via HSBCnet or Business Internet Banking" and "Outward Faster Payment System (FPS) payments via HSBCnet or Business Internet Banking" are zero.

- (f) The Package Quotas will be consumed on a first-transact-first-count basis and will be counted up till Package Validity End Day.

- (g) If the number of Eligible Payment Transactions executed on or before the Package Validity End Day exceeds the Package Quotas, the exceeding Eligible Payment Transactions (the "**Exceeding Transactions**") will be charged according to the Bank's standard commercial tariff.



- (h) If the Package Validity End Day does not fall on a working day, any transactions executed after the last working day of the Package Period (including those executed on the Package Validity End Day) will be counted towards the Package Quotas of the following Package Period and will fall into the next billing cycle. For the avoidance of doubt, any transactions executed after the Package Validity End Day will be charged according to the Bank's standard commercial tariff.
  - (i) Any unused Package Quotas for the defined Package Period will be forfeited and will not be refunded.
  - (j) The Package Fee and the basic transaction fees for any Exceeding Transactions will be collected from the Hong Kong Dollars (HKD) savings sub-account of the BIA that has been subscribed to the Package (the "**Charging Account**").
  - (k) The Package Fee will be collected upfront from the Charging Account according to the Package Periods and the schedule below:
    - (i) The first collection will be collected on the second (2nd) working day of the first calendar month when the Package becomes effective.
    - (ii) Subsequent collections will be collected on the fourth (4th) working day of the first calendar month of subsequent Package Periods for any subsequent subscriptions within the offer period.
  - (l) The basic transaction fees for any Exceeding Transactions in a Package Period will be collected from the Charging Account on the fourth (4th) working day of the following calendar month after that Package Validity End Day.
  - (m) Any additional fees charged on any Eligible Payment Transactions or Exceeding Transactions will be collected separately according to the Bank's normal handling procedures of these additional fees.
- 4 A periodic billing summary, which states the Package Fee and transaction details, will be made available to Eligible Customers electronically or in physical hard copies.
- 5 The Bank reserves the right to terminate an Eligible Customer's Package without prior notice if the billable amount cannot be collected within twenty (20) days after the issuance of the periodic billing advice. Following the termination of the Package, any Eligible Payment Transactions executed by the Eligible Customer will be charged according to the Bank's standard commercial tariff.
- 6 Only the primary user of HSBC Business Internet Banking of an Eligible Customer can unsubscribe to a Package.
- 7 The reference to a "working day" in these terms and conditions means a day, other than a Sunday or public holiday, on which Banks are open for general business in Hong Kong.
- 8 The Bank reserves the right to amend these terms and conditions and to terminate the Package with thirty (30) days prior notice, save for specifically provided in clause 5 above. The Bank accepts no liability for any such changes and/or termination.

#### **General Terms and Conditions**

- 1 No person other than the Eligible Customers and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
- 2 These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- 3 The Bank and the Eligible Customer submit to the non-exclusive jurisdiction of the Hong Kong courts. These terms and conditions may be enforced in the courts of any competent jurisdictions.
- 4 In the event of any discrepancy or inconsistency between the English and Chinese versions of these terms and conditions, the English version shall apply and prevail.

