

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 selected customers

Definitions

“**Application Form**” refers to the “HSBC Payment Services Package for Business Integrated Account Offer Application Form (For Existing Customers)”.

“**BIA**” refers to the Business Integrated Account.

“**Eligible Customer**” has the meaning ascribed to it in clause 1(a) of the Specific Terms and Conditions.

“**Hong Kong**” refers to the Hong Kong Special Administrative Region.

“**Overall Package Offer End Date**” refers to the last day of this promotional offer, which is 31st December 2024.

“**Package Maintenance Cutoff Date**” refers to the fourth (4th) working day counting backward from the last day of a calendar month. The Package Maintenance Cutoff Date for this promotional offer are:

26th February 2024, 25th March 2024, 26th April 2024, 28th May 2024, 26th June 2024, 27th July 2024, 28th August 2024, 26th September 2024, 28th October 2024 and 27th November 2024.

“**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**”).

“**Subscription Invitation Message**” refers to the invitation message sent to an Eligible Customer via HSBC Business Internet Banking Offers page for subscription to a Package.

“**working day**” refers to a day, other than a Sunday or public holiday, on which banks are open for general business in Hong Kong.

Specific Terms and Conditions

1 Customer Eligibility

- (a) An Eligible Customer would receive Package subscription invitation either
 - (i) from Bank staff; or
 - (ii) via HSBC Business Internet Banking Offers page.

- (b) An Eligible Customer needs to complete a Package subscription process through such means or in such manner prescribed by the Bank.

- (c) The Package descriptions set out in an Application Form, a Subscription Invitation Message and these terms and conditions are exclusive to the particular Eligible Customer.
- (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) The package start date is the first day on which a Package is effective (“**Package Start Date**”) after an Eligible Customer completes the Package subscription process. The Package Start Date will always be the first day of a calendar month. The earliest possible Package Start Date is 1st March 2024 and the last possible Package Start Date is 1st December 2024.
- (b) Subject to clause 2(c), a Package will be effective until the Overall Package Offer End Date.
- (c) An Eligible Customer may request to unsubscribe a Package at any time prior to the Overall Package Offer End Date.
 - (i) If the request is received by the Bank on or before the Package Maintenance Cutoff Date of a calendar month, the Package will be effective until the last day in the same calendar month.
 - (ii) If the request is received by the Bank after the Package Maintenance Cutoff Date of a calendar month, the Package will be effective until the last day in the next calendar month.

3 Payment Transactions Eligibility, Quotas and Fees

- (a) A Package may cover one or more of 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 covers only the basic transaction fees of 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 by the Package and will be charged to an Eligible Customer separately.
- (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/ the Subscription Invitation Message.
- (e) If the Package Quotas of any type(s) of Eligible Payment Transactions is/are not explicitly specified in the Application Form/ the Subscription Invitation Message, 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/ the Subscription Invitation Message 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 the end of each calendar month.
- (g) If the number of Eligible Payment Transactions within a calendar month exceeds the Package Quotas, the exceeding Eligible Payment Transactions (the "**Exceeding Transactions**") will be charged according to the Bank's standard commercial tariff.
- (h) Any unused Package Quotas in a calendar month will be forfeited and will not be refunded.
- (i) The Package Fee and the basic transaction fees for any Exceeding Transactions will be debited from the Hong Kong Dollars (HKD) savings sub-account of the BIA that has been subscribed to the Package (the "**Charging Account**").
- (j) The Package Fee will be debited upfront from the Charging Account according to the schedule below:
 - (i) the first collection will be debited on the second (2nd) working day of the first calendar month when the Package becomes effective.
 - (ii) subsequent collections will be debited on the fourth (4th) working day of a calendar month.
- (k) The basic transaction fees for any Exceeding Transactions made in a calendar month will be debited from the Charging Account on the fourth (4th) working day of the following calendar month.
- (l) 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 summary. 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 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 Customer 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 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.