

## Operation of the Account

1. The Terms and Conditions set forth herein govern all transactions between the HSBC Bank in Jordan (the Bank, which expression shall include its successors and assigns) and the person or persons signing the Bank's Account Opening Form (the Customer). Signature by the customer of the Bank's Account opening Form shall constitute acceptance of the terms and conditions herein, as amended from time to time. These general Terms and conditions are applicable to each and every account held by the customer irrespective of any special conditions agreed by the customer in relation to any individual accounts, including those Accounts opened by the bank on behalf of the customer with or without the consent of the customer. The bank reserves the right to alter, cancel or add to these rules at any time, and the depositors's acceptance shall apply to any amendment so made.
2. The customer shall not allow the account to be overdrawn except with the prior written consent of the Bank. Notwithstanding the foregoing. The customer shall pay interest on any overdraft drawing at the rate or rates specified by the Bank from time to time, calculated on the daily debit balance on any overdrawn amount. The interest shall be calculated and debited at the end of every month or at any other periods as shall be determined solely by the Bank from time to time without the need for customer consent. The Bank shall reserve its right to charge higher interest rate on any overdraft account and exceeding the contracted limit in case there is no written approval and acceptance by the Bank of such excess.
3. For current accounts the Bank may at its discretion issue a cheque book for the customer, who should keep it in a safe place. He/She shall exercise due care when drawing any cheque and comply with the conditions printed on the inner front page of the cheque book cover as shall be amended from time to time. The Bank shall not be responsible for any error or omission in paying a postdated cheque or suspending cashment of any cheque except if there is judicial order stopping incashment. The bank has the right to return and not cash any cheque drawn on the customer's account if not drawn on cheque book forms issued by the Bank.
4. The Bank will periodically send the Customer a Statement of Account. No statements will be provided in respect of the Saving Accounts. It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 30 days of the date of such statement. No claim whatsoever, about the incorrectness of any entry in the statement shall be entertained after this 30 days' period. The Bank shall not be held liable for any losses due to postal errors, theft, or for any other claim which may arise from this service to the Customer. In case the mail is returned to the Bank from the Customer's last given address or by the postal authorities, the Bank will stop all mail communications and assumes no liability for doing so until the matter is resolved by the customer.

5. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties and its normal charges including without limitation, all charges for dishonoured cheques, stopped cheques and interest on any debit balance. The Bank reserves the right to levy a service charge if the balance on the Account falls below the required minimum during a calendar month, as determined by the Bank from time to time.
6. Deposits and withdrawals may be made at any branch of the Bank in Jordan subject to submission of satisfactory evidence of identity or at any on-site or off-site Automated Teller Machine of the Bank Using the Bank's Automatic Teller Card subject to availability of the deposit option on a particular Automated Teller Machine. Deposits option is applicable in Jordan.
7. The customer accepts all costs, expenses and risks whatsoever in connection with any Account denominated in a foreign currency including without limitation, any legal or regulatory restrictions international or domestic affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the Bank's branch. The Bank reserves its right to charge the Customer commission on cash deposits and withdrawals to / from foreign currency notes if such deposits and withdrawals are in the same currency as the Account. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time.
8. The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any provision of this Agreement, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:

- Any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations; or
- The exercise of any of the Bank's rights under this clause.

In certain circumstances, the action which the Bank may take ma

prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages and Customer Instructions which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

9. The Bank reserves the right not to process or delay this telegraphic transfer, demand draft, cashier order without any liability on the part of the Bank, if the Bank is of the opinion that the information given is incomplete, or is not sufficiently clear, or does not meet any act or order of a regulatory authority/government agency.
10. The Bank is authorized to debit and charge to the Account all cheques, orders and payments duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer whether or not such Account is in credit and whether or not such Account is or may become overdrawn or an existing overdraft in the Account is increased as a consequence thereof, without prejudice to the Bank's right to refuse to grant or extend such overdraft to the Customer.
11. All payment orders, exchange operations and sales or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer. Neither the Bank nor any of its agents shall be liable for any error, omission, falsification, interruption or delay occurring in their transmission.
12. Acting only as the customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, cheques, bank drafts, and other similar payment instruments for deposit, provided they are made out in favour of the Customer or endorsed to their order. For this purpose, the Bank's offices, correspondents, or other agents appointed by the Bank, shall be deemed to be the customer's agents.
13. The Bank or its agents or its officers shall not be held liable for the loss, falsification or dishonour of a cheque or any other instrument or for the failure to credit, late presentation or in granting time, or any delay in crediting the Account or non payment and return of cheques or other instruments.
14. Deposits to current and savings accounts may be made as often as desired. Proceeds of cheques or other instruments shall not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally credited or credited under usual reserve, which are subsequently unpaid. The savings account holder must be present in person to make cash withdrawals and must give his instruction on the printed form supplied by the Bank.

### 1.19 Car Hire Information and Reservation Service

Upon Request from an HSBC Premier customer, the Global Service Assistance Centre will provide information about car rental or limousine service companies around the world (phone number, addresses, and published prices). If required by HSBC Premier customer, the Global Service Assistance Centre will perform the reservation of rental car or limousine pick-up service and such reservation will be guaranteed by the HSBC Premier customer's credit or debit card.

### 1.20 Destination Information

Upon Request from an HSBC Premier customer prior to his/her trip to a foreign country, the Global Service Assistance Centre will provide the following information about the destination city/country. (A maximum of 2 requests will constitute 1 billing event. Any additional requests over the two provided will incur an additional service charge.) The HSBC Premier customer will be offered to receive this information either immediately over the phone (Basic Information), by mail, fax or e-mail within 24 hours (Enhanced Information).

#### Basic Information:

- **Passport and Visa information:** The Global Service Assistance Centre will advise the HSBC Premier customer about any documents Visas required to enter into and depart from foreign destinations and where to obtain them.
- **Health Hazards Advisory:** The Global Service Assistance Centre will provide the HSBC Premier customer with up to date travel advice concerning health and other hazards in foreign destinations that the HSBC Premier customer wishes to visit
- **Inoculation requirements:** The Global Service Assistance Centre will inform the HSBC Premier customer of the necessary and recommended inoculation prior to entering a foreign destination.
- **Currency Exchange:** The Global Service Assistance will communicate to the HSBC Premier customer the most recent daily currency exchange rate for a specified country that HSBC Premier customer plans to visit.
- **Weather Information:** The Global Service Assistance Centre will provide the HSBC Premier customer with up to date weather conditions for the chosen destination (national or international).

#### Enhanced Information:

- **Customs Regulation**  
Information about restricted products and allowances for alcohol and tobacco.
- **Consulate, Embassy and Tourist Bureau Locations:**  
The global Service Assistance Centre will give the addresses and telephone numbers of Consulates, Embassies and Tourist Bureaus needed by an HSBC Premier customer during or before a trip.

- **Tourist Attraction:**  
Information about museums, Theatres, monuments and other major places of interest (addresses, Telephone numbers if available and hours of operations)
- **Protocol and Etiquette:**  
Business hours and public holidays and other basic etiquette and protocol information (based on specific request from HSBC Premier customer).

#### C. Concierge Services

##### 1.21 Business Service Arrangements

Upon Request from an HSBC Premier, the Global Service Assistance Centre will provide information and make arrangements for rental and/or obtaining of the following services:

- Conference rooms
- Cellular phones and/or beepers
- Laptop computer and compatible modems
- Temporary staff services
- Interpreter services

In case of any rental or usage of any service, all charges will be the sole responsibility of the HSBC Premier customer.

It is understood that the Global Service Assistance Centre will make those arrangements based on availability and will have no obligation in the event that one given arrangement cannot be done for reasons beyond the control of the Global Services Assistance Centre (non existence of the service, legal issues, inability from the customer to provide adequate guarantee as need by the provider, temporary shortage, etc.).

##### 1.22 Courier Service

Upon Request from HSBC Premier customer, the Global Service Assistance centre will provide a referral to the nearest local and/or international courier service that can assist the HSBC Premier customer in shipping documents or packages.

##### 1.23 Restaurant Referrals and Reservations

Upon request from HSBC Premier customer, the Global Service Assistance Centre will provide a list of restaurants based on location and/or cuisine. The Global Service Assistance Centre will provide additional details if available such as hours of operation, dress code, acceptable form payment, average price, type of cuisine/menu as well as ranking or grading from locally recognized cuisine guides. The Global Service Assistance Centre will not make any recommendation and will have no responsibility in the event of discrepancies between the available information and the opinion of the HSBC Premier customer.

In addition, if requested by the HSBC Premier customer, the Global Service Assistance Centre will make a booking in a restaurant chosen by the HSBC Premier customer using the HSBC Premier customer's credit or debit card and will inform the HSBC Premier customer of the cancellation policy of such restaurant. The Global Services Assistance Centre will use its best efforts to obtain the requested reservation but will bear no responsibility in

the event the reservation cannot be completed for reasons beyond its control. The HSBC Premier customer will be solely responsible for cancellation and changes and will bear the applicable cost or charges, if any.

##### 1.24 Location and Delivery of Gifts

Upon request from HSBC Premier customer, the Global Service Assistance Centre will make necessary arrangements to locate, subject to availability, and have delivered to the address given by HSBC Premier customer, the following items: Flowers, luxury chocolate, perfumes, or famous brand objects. Payment of the items will be made directly by the HSBC Premier customer to the provider of the item, who will have sole responsibility about conformity and post sale service.

##### 1.25 Event Ticket Assistance

Upon request from an HSBC Premier Customer, the Global Service Assistance Centre will use its best efforts to find a ticket to a theatre, show, play, sport or a sold-out event that the HSBC Premier customer wishes to attend. Tickets to sold out events are usually obtained through ticket brokers at a premium and often are non refundable. The Global Service Assistance Centre will inform the HSBC Premier customer of the price and attached conditions, and the payment for any ticket will be made directly by the HSBC Premier customer to provider, who will have sole responsibility about conformity and post sale service.

##### 1.26 Golf Course and Referrals and Reservations

Upon request from an HSBC Premier customer, the Global Service Assistance Centre will give information to the HSBC Premier customer about golf courses: Location, address, telephone number, par, tee times, green fees and other common information. If the Golf course allows non-members access, the Global Service Assistance Centre will, upon request from the HSBC Premier customer, reserve a tee time on his/her behalf. All charges, including cancellation fees, will be paid by the HSBC Premier customer.

## Section II – Procedures

### 2.1 Geographic coverage

The Service will be provided to HSBC Premier customers traveling in all the countries of the world based on the following conditions:

- The emergency services will be provided whenever the HSBC Premier customer is traveling outside of his/her country of permanent residence.
- The travel and concierge services will be provided upon request of the HSBC Premier customer with no restriction other than the one specifically mentioned in the description of the services.

### 2.2 Procedures For Medical Transfer and Repatriation

In the event of a medical transfer or repatriation, in order to facilitate the Global Service Assistance Center's prompt response:

will stay in contact with whomever necessary in order to provide progress reports and peace of mind during a difficult time. The Global Service Assistance Centre will frequently maintain contact with the patient and the family.

#### **1.8 Medical Case Monitoring**

In the event of a health problem leading to the hospitalization of the HSBC *Premier* customer during a trip outside his/her country of residence, the Global Service Assistance Centre Medical Team will evaluate whether it is medically necessary that a patient return to his/her place of residence. The Global Service Assistance Centre will arrange for the transportation by whichever means are medically necessary. Or, if the patient needs further medical assistance in order to travel home safely and comfortably following discharge from a medical facility, the Global Service Assistance Centre will help make their travel arrangements. It is expressly understood and agreed upon that all transportation and medical costs are the sole responsibility of the HSBC *Premier* customer and/or HSBC *Premier* customer's family.

#### **1.9 Medical Evacuation**

In the event of a health problem leading to the hospitalization of HSBC *Premier* customer during a trip outside his/her country of residence, the Global Service Assistance Centre Medical Team will determine whether adequate medical facilities are locally available. In the event that Medical Team does not consider the local medical facilities to be appropriate for the treatment or safety of the HSBC *Premier* customer, the Global Service Assistance Centre will arrange for an emergency evacuation to the nearest facility to be appropriate for the treatment or safety of the HSBC *Premier* customer, the Global Service Assistance Centre will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. Through the Medical Monitoring process, our team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or not medical) as well as ground transport requirements such as wheelchair assistance, or ground ambulance upon arrival at the destination. It is expressly understood and agreed that all transportation and medical costs are the sole responsibility of the HSBC *Premier* customer and/or the HSBC *Premier* customer's family including any medical escort cost, regardless of whether such escort has been provided by the Global Service Assistance Centre or not.

#### **1.10 Return of Mortal Remains**

In the event of the death of HSBC *Premier* customer during a trip outside his/her country of residence, the Global Service Assistance Centre, in coordination with the family of HSBC *Premier* customer, will arrange for the transportation of the mortal remains to the location requested. The Global Service Assistance Centre, in coordination with the family of the HSBC *Premier* customer, will arrange for the transportation of the mortal remains to the location requested. The Global Service Assistance Centre

will help to arrange necessary documentation and authorizations from all necessary authorities for such transportation, as well as arrange a container appropriate for such transportation. It is expressly understood and agreed upon that all transportation. It is expressly understood that all transportation costs are the sole responsibility of the HSBC *Premier* customer's family or legal representative including ancillary administrative costs involved and necessary in order to obtain authorization for the transport. The Global Service Assistance center will not charge the customer for arranging the transportation.

#### **1.11 Repatriation of Minor Dependents**

In the event of a serious health problem of the HSBC *Premier* customer during a trip outside his/her country of residence while accompanied by a Minor Dependent, and if a parent or legal guardian is unable to complete his/her travel with this minor, the Global Service Assistance Centre will arrange for the return of all stranded Minor dependents to their home domicile. If necessary, an escort can be provided. It is expressly understood and agreed upon that all transportation costs are the sole responsibility of the HSBC *Premier* customer and HSBC *Premier* customer's family including any escort cost, regardless of whether such escort has been provided by the Global Service Assistance Centre or not.

#### **1.12 Emergency legal Referrals**

If the HSBC *Premier* customer requires legal assistance while traveling outside his/her country of permanent residence, the Global Service Assistance Centre will provide referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whether the Global Service Assistance Centre has sufficient information to do so, a referral to two or more legal professionals will be provided. The Global Service Assistance Centre will use reasonable effort to ensure that its referrals are to legal service providers who meet the professional standards of the country or city where the traveler (HSBC *Premier* customer) is located.

#### **1.13 Emergency Messaging Assistance**

The Global Service Assistance Centre will relay emergency messages to or from an HSBC *Premier* customer to family members or other parties, 24 hours a day. The Global Service Assistance Centre will make a minimum of three (3) attempts within the following twenty four (24) hours after the request from the HSBC *Premier* and will keep such *Premier* customer informed of the status of delivery of such a message. Communication by phone, fax or e-mail will be available.

#### **1.14 Emergency Interpretation Service**

The Global Service Assistance Centre will assist the HSBC *Premier* customer with on-line (telephone) translation during an emergency and help coordinate service with local providers that do not speak the HSBC *Premier* customer's language.

#### **1.15 Lost/Stolen Document Assistance**

The global Service Assistance Centre will coordinate arrangements to replace or forward lost or stolen documents, including passports, driver's licenses and other important documents, and will assist with procedures to file loss reports and to recover lost or stolen articles. This assistance may include referrals to specialized service companies, Police, Consulates, Embassies, as well as other appropriate administrative entities. In the event that a document needs to be shipped to the HSBC *Premier* customer, the global Service Assistance Centre will arrange for such transport through the most appropriate and efficient means. It is understood that the Global Service Assistance Centre will have no financial responsibility and may charge the HSBC *Premier* customer or obtain payment from a designee, if payment is needed for the replacement and/or transport of lost document.

#### **1.16 Lost Luggage Assistance**

In case of lost luggage during international air travel, the Global Service Assistance Centre will coordinate arrangements to retrieve the lost or stolen luggage. The Global Service Assistance Centre will follow up with the airline or any other responsible party and will keep the HSBC *Premier* customer updated on the status of the search. Such follow up shall continue for up to 2 weeks after the declared loss. If the baggage is retrieved, the Global Service Assistance Centre will arrange for the forwarding of such baggage to the location indicated by the HSBC *Premier* customer. It is expressly understood and agreed upon that all transportation costs are the sole responsibility of the airline and/or the HSBC *Premier* customer's and/or the HSBC *Premier* customer's Family.

#### **B. Travel Services**

##### **1.17 Air Travel Information and reservation Service**

Upon Request from an HSBC *Premier* customer, the Global Service Assistance Centre will make a reservation on behalf of the HSBC *Premier* customer using the HSBC *Premier* customer's credit or debit card. Upon request from the HSBC *Premier* customer, the Global Service Assistance Centre will provide information about airlines, flights schedules and prices. The information will be provided for scheduled airlines.

##### **1.18 Hotel Information and Reservation**

Upon request from HSBC *Premier* customer, the Global Service Assistance Centre will provide information about hotels around the world. The information will be provided from published information by local or international guides and the global Service Assistance Centre will have no responsibility in the event the information given is not accurate or does not correspond to the own interpretation of the HSBC *Premier* customer. If required by the HSBC *Premier* customer, the Global Service Assistance Centre will make a reservation to a hotel chosen by the HSBC *Premier* customer and such reservation will be guaranteed by the HSBC *Premier* customer's credit or debit card.

18. The Bank reserves the right to vary any of these Terms and Conditions without notice to the Customer. Use of the Card/BankLink after the date upon which any change to these Terms and Conditions have effect (as specified in the Bank's notice) will constitute an acceptance without reservation by the Customer of such change, provided that the Customer shall have been notified thereof before such use. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 Days of posting to the address last notified in writing to the Bank by the Customer. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Customer.
19. These Terms and Conditions shall be governed by and construed in accordance with the laws in force for the time being or which shall be enacted in the future in Jordan where the Customer's branch is operating.

## Global Services

### Section I - List of Services

#### A. EMERGENCY SERVICES

##### 1.1 Lost /Stolen Card Reporting

Lost / Stolen Card Reporting (LSR) is a service provided through MasterCard Global Service which enables HSBC Premier cardholders to report a card lost or stolen.

An HSBC Premier cardholder contacts the Global Service Assistance where a Global Service Representative (GSR) takes the necessary information from the cardholder to report the Card lost/stolen. The GSR assists the cardholder to identifying their issuer if the account number is unknown and other information such as cardholder name, card type, date and location of loss or theft, and verification of security information. The GSR attempts to notify HSBC of the missing card within 15 minutes of the report being taken. If HSBC is not available the GSR will continue to contact HSBC every two (2) hours until the report is successfully transmitted.

##### 1.2 Emergency Card Replacement

Emergency Card replacement (ECR) is a service provided through MasterCard Global Service, which enables Cardholders to receive a temporary replacement card for use until a permanent card arrives from HSBC.

An HSBC Premier cardholder contacts the Global Service Assistance Center where a Global Service Representative (GSR) collects pertinent cardholder information such as name, billing address, old account number, and security information. The GSR then contacts HSBC for approval and a new ECR account number. This Data is communicated via a secure modem through MasterCard distribution system yielding a replacement card in an embossing center in Singapore, the United States, Germany, or any one of the centers located in key cities worldwide. The replacement card is delivered to the CardHolder via courier. Subject to HSBC approval, the replacement card will be delivered to the Cardholder the following business day after the cardholder reports the loss.

##### 1.3 Emergency Cash Disbursement

Emergency Cash Advance (ECA) is a service provided through the Global Service Assistance Centre, which enables HSBC Premier customers to obtain cash in the event of an emergency. An HSBC premier customer contacts the Global Service Assistance Centre where a Global Service Representative (GSR) collects the pertinent cardholder information such as Name, billing address, current address, old account number, and security information. The GSR will first assist the customer in obtaining an ECA directly from HSBC branch during local business hours when a local branch is convenient to the customer's location. If an HSBC location is not available, the GSR will contact HSBC for approval and amount the ECA up to a maximum of US\$ 1,000, a new

account number, and an authorization number of the cash transaction. The GSR then coordinates a convenient pick-up location at one of Western Union's 50,000 locations globally and arranges the cash advance.

##### 1.4 Medical Referral to Primary Care Physicians

Upon request from an HSBC Premier customer, the Global Service Assistance Centre will provide referrals to primary care physicians, clinics and hospitals. Primary care physicians are defined as follows: family practitioners, general practitioner, internists(in USA), ophthalmologists, obstetricians/gynecologists, and pediatricians. The customer will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility.

##### 1.5 Medical Referral to Specialists

Upon request from an HSBC Premier Customer, the Global Service Assistance Centre will provide referrals to nearest physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists. The customer will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility.

##### 1.6 Dental Referrals

Upon request from HSBC premier customer, the Global Service Assistance Centre will provide referrals to dentists and facilities that provide emergency dental care in accordance with established selection criteria. If the global Service Assistance Centre receives a request for dental referrals in any area of the world in which Global Service Assistance Centre does not recommend seeking dental treatment, the HSBC Premier customer will be so informed and told the closest location for appropriate care. If the Global Services Assistance Centre thinks appropriate, the HSBC premier customer will be provided with referrals to physicians or hospitals for pain control.

##### 1.7 Medical Case Monitoring

In the event of a health problem leading to hospitalization of the HSBC Premier customer during a trip outside his/her country of residence, the Global Service Assistance Centre will maintain regular contact with the hospital during the term of the patient's hospitalization. The Global Service Assistance Centre Medical Team will establish telephone contact with local attending medical personnel in order to report on the patient's treatment, progress and the quality of local medical attention. The Global Service Assistance Centre Medical Team and/or Global Service Assistance Centre team of specialized Assistance Coordinators

Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.

31. Information about Customers may be processed outside Jordan , whether in UK or elsewhere .

32. In these Terms and Conditions, the term "person" includes an individual, firm, company, corporation, government, state or agency state or any association partnership (whether or not having separate legal personality) or two or more of the foregoing and, shall include its or their successors and heirs (as appropriate).

33. The Bank reserves to itself the right to close or refuse to open any account without giving a reason.

34. Declaration Regarding Standing Instructions:

1. I/We understand that if there are insufficient funds in my/our account (Autopay Out only) on a pre-specified number of occasions as advised by the bank, the Bank may cancel my/our instruction with prior advice to me/us.

2. I/We understand that a charge may be levied, at the Bank's discretion, on each instruction payment rejected due to lack of funds.

3. I/We understand that any charges levied ( including commission, postage and stamp duty) may be debited to my/our account mentioned above.

4. I/We understand that the Bank accepts no responsibility for any loss or delay which may occur in the transfer , transmission and/or application of funds or ( in the case of remittance by telegraphic transfers) for any error omission or falsification which may occur in the transmission of any message or for its misinterpretation when received and I/We agree to indemnify the Bank against any action, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, falsification or misinterpretation.

5. I/We confirm that if the instruction specified above for a period to be advised by the Bank, the Bank has my/our permission to terminate the instruction under notification to me / us.

6. Any instruction , which the bank receives from the customer and vice versa any instructions, which the Bank sends to its customer and made through electronic and banking machines (which contain agreed upon passwords) and any correspondence exchanged through fax, Internet or any other communication means howsoever, shall be considered an irrevocable evidence against the customer.

35. These Terms and Conditions create legally binding obligations on the Customer that do not contravene other contractual or legal obligations of the Customer

## Electronic Banking Services

1. The terms and conditions set forth herein below shall govern all transactions conducted by the customer through the ATM card, Global Access Cards, telephone banking services and any other service means to be adopted in future, in addition to the general conditions of the contract and the different agreements for managing the customer's account with the Bank since all are subject to the terms and conditions of Hexagon Agreement form (the Bank's international financial and electronic services system).

2. The Card shall at all time remain the property of the Bank and the Customer shall surrender the Card to the Bank immediately upon request. The Bank may with reasonable justification withdraw at any time all rights and privileges pertaining to Card and any other cards / phone banking service.

3. The Card and Personal Identity Number (PIN) are issued to the Customer entirely at the Customer's risk, and the Bank shall bear no liability whatsoever for any loss/damage arising from the issue to the Customer of the Card and PIN however caused unless the cause is the result of an act or error of the Bank.

4. The Customer shall at all times remain liable for any transaction made by use of the Card/phone banking services and shall indemnify the Bank for all loss/damage however caused by any unauthorised use of the Card or PIN.

5. Without prejudice to the provisions of Clause 3, the customer shall exercise every possible care to prevent loss or stealing of the Card and details of the PIN and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen Card/PIN is used prior to receipt of the written notice in that respect .

6. The Bank's record of transactions processed by the use of the Cards/phone banking services shall be conclusive and binding for all purposes and acceptable as documentary evidence, and do hereby waive my right to object .

7. The Bank shall debit the Customer's Account with the amount of any withdrawal/transfer effected by use of the Card/phone banking services. Transfers shall be restricted to the transfers between the Customer's own account, with the Bank in Jordan or to fixed amounts transferred to the accounts of certain other clients of the Bank nominated by the Customer in writing for settlement of dues. Transactions which are effected in currencies other than the domestic currency of issuance will be debited to the Customer's Account after conversion into the domestic currency of issuance at the prevailing exchange rate as determined by the Bank on the day of conversion.

8. The bank shall debit the Customer's Account with all expenses arising from the issue of the Card as may be announced by the Bank from time to time and any replacement thereof.

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

10. The Customer shall not disclose the PIN to any other persons without the prior written consent of the Bank.

11. The Customer shall not be entitled to overdraw the Account with the Bank or to withdraw/transfer funds by use of the Card/phone banking services in excess of any overdraft limit agreed with the Bank.

12. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction / failure of the Card or ATM arising out of the Customer's mistake or the temporary insufficiency of funds in such machines or otherwise howsoever.

13. Any cash or cheque deposited by use of the Card into ATMs shall only be credited to the Customer's Account after verification by the Bank which shall be conclusive and binding for all purposes and any such deposits shall only be regarded as having been received by the Bank upon its being credited to the Customer's Account.

14. Any cheque(s) deposited shall be accepted for collection and the proceeds shall not be available to the Customer until the cheque (s) has/have been cleared, the proceeds paid to the Bank by the paying bank and credited to the Customer's Account

15. The Customer shall be jointly and severally responsible for all transactions processed by the use of the Card/phone banking services issued to one or more of them on joined account, not withstanding any stipulation, which may have been made in the account opening mandate completed by them, requiring all parties to the Account to sign.

16. The Bank shall be entitled to immediate return of the Card in the event, the Customer's death, closure of the Account or restraint bankruptcy or insolvency.

17. If the customer uses the postal deposit service to communicate any messages to the Bank, the Bank's records shall be the conclusive evidence with respect to the nature of such messages and the time in which the Bank receives such messages. The customer shall be fully responsible for any ambiguity in the recorded written instructions. Any correspondence through electronic and/or electrical means and/or fax shall be considered evidence against the customer in addition to Bank's books, records and accounts.

15. The Bank shall not be liable or responsible for failure to give notice of nonpayment or dishonour of any cheque, or for any claims or losses or expenses which may arise as a result of returning a dishonoured cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the Account with the amount of any cheque which was drawn or endorsed in favour of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the Account and is subsequently unpaid whether or not the cheque itself can be returned.
16. The rate of interest payable on Deposit Account shall be subject to change without notice. The customer shall retain the amounts of Term Deposit Accounts with the Bank until the maturity of each individual deposit. The interest on each deposit will be payable only upon maturity of the deposit. The premature withdrawal of a Term Deposit shall be only at the sole discretion of the Bank and shall be subject to lower interest rate, and may entail premature withdrawal penalties.
17. The Savings Account (in a form of Passbook) are governed by the Terms and Conditions as detailed in the Savings Passbook. Accounts maintained for Minors shall be operated by a parent or legally appointed guardian by judicial authority named as ("the Operator") until the Minor attains the age of 18. All the moneys standing to the credit of such accounts shall be held for the benefit of the minor and shall not form part of the assets of the Operator of the account. The Operator of the Account shall promptly inform the Bank on the Minor reaching the age of 18.
18. In respect of joint Accounts, the liability of each such person identified as one of the account holders shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one such person hereunder to the Bank shall not be discharged or affected in any way (a) by reason of the invalidity, voidability or unenforceability as regards to any other such person or any security which the Bank may hold in respect of the Account or any part thereof or (b) by the Bank's releasing, discharging, reaching a settlement or varying the liability hereunder of, or making any other agreement with any other such person. The Account holder request and authorise the Bank to place to the credit of any Account in their joint names all amounts, including dividends, interest and capital sums arising from securities or proceeds of cheques or bills received or collected by the Bank for the credit of any of them: and to make at the request of either, both or all of them any advance to them by way of loan or over draft or discount or other credit facilities with or without security.
19. The Bank may at any time apply any credit balance to which the Customer is entitled to of any Account with the Bank in settling of any indebtedness of the Customer at any time to the Bank and all Accounts of the Customer with any branch of the Bank shall be treated as one combined Account; for this purpose, the Bank is authorised to purchase with the moneys standing to the credit of any such Account such other currencies as may be necessary to effect such application.
20. The Bank shall have full right to withhold all customer's funds, securities and financial papers, deposited with the Bank as well as all credit balances, deposits and any other money of whatsoever nature kept for the customer by the Bank now or in future in any account whatsoever and at any branch of the Bank, in favor of the Bank, who shall have the right to collect any amount for which the customer is indebted. Such amounts shall be a security and guarantee for repayment of any amount and/or interests and/or any expenses due to the Bank, as per its records, from the customer's accounts. The customer shall forfeit his right to object to such amounts considering that the Bank's records and books are exclusive evidence against him/ her.
21. In the event of the death of the customer, his loss of legal capacity, dissolution, insolvency or bankruptcy (or in case of any other event or similar measures) or in case of joint account of any person known to be one of the account holders, the Bank shall not be liable for any consequent loss resulting from any transactions or drawings on such account if the Bank is not notified in writing of bankruptcy and/or insolvency and/or death of any of the joint account holders, provided that it shall be substantiated by legal convincing documents. In such cases, the Bank shall act in accordance with legal and Sharia practices. A joint account may be closed upon the request of any joint holder. Any holder of this (joint) account may take different loans and ATM cards secured by the balances of such joint account, unless otherwise provided for by the holders of the joint account upon opening such account.
22. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part to action taken by any government agency or other force majeure including, without limitation, strikes, industrial action. Electronic machines and equipment, failure or interruption of power supplies provided that the Bank shall endeavour to give notice generally to its customers of any anticipated delays by a notice in its branches.
23. No failure by the Bank to exercise, nor any delay by the Bank in exercising any rights or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
24. Each of the provisions herein is severable and distinct from the others. If one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in anyway.
25. The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all moneys due to the Bank at the time of such closing of the Account. The Bank may close or suspend dealings on the Account after deducting all moneys due to the Bank at the time of such closing of the Account and cease accepting funds credited to the Account, without prior notice to the Customer and without giving any reason and without breach of its duty to the Customer either at the Bank's own instance or at the instance of any administrative or court order.
26. Any demand or communication made by the Bank shall be in writing and made at the correspondence address of the Customer indicated in the Account Opening Form (or such other address as the Customer shall notify the Bank in writing from time to time) and shall be deemed to have been served on the date of posting. The Customer shall advise the Bank without delay of any change in address, change in employer's address, and/or in the documents and details submitted to the Bank.
27. The Terms and Conditions shall be governed by and construed in accordance with the laws of Jordan in which the branch of the Bank is located. Any claim or dispute, arising from the relationship between the Bank and its Customer or otherwise shall be subject to the jurisdiction of the civil courts of Jordan but without prejudice to the Bank's general right to take proceedings, where necessary, in any court whatsoever. The Customer hereby agrees to bear all legal expenses and advocate fees in case the Bank institutes legal action in connection with any claim relating to the said account(s), and hereby undertakes to pay any fees and stamps set out on his Bank documents and to register them on the account.
28. The Customer hereby authorises the Bank to respond, at its sole discretion, to any and all enquiries received from any other bank (including, without limitation, banks, legal and security references), concerning any and all accounts of the Customer with the Bank, without reference to the Customer. The Customer further authorises the Bank to disclose any information regarding the aforementioned accounts to the other members of HSBC Group.
29. The Customer irrevocably agrees that the Bank may at its discretion and for any purpose including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body, share any information, details or data relating to the Customer or the Customer's Transactions with any member or associate member of the HSBC Group of Companies.
30. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the

- A. The HSBC *Premier* customer or his/her representative shall provide:
- I The name, address and telephone number of the hospital or other medical facility where the HSBC *Premier* customer has been taken.
  - II The name, address and telephone number of the attending physician and, if necessary, the HSBC *Premier* customer's family doctor.
- B. The Global Service Assistance Center's Medical Team or other representatives shall have free access to the HSBC *Premier* customer's condition. In the absence of reasonable justification for denial of such access, the HSBC *Premier* customer will not be eligible for further medical assistance.
- C. On a case-by-case basis, the Global Service Assistance Center's Medical Team will decide whether transfer and/or repatriation is appropriate and will choose the date and means of such transfer or repatriation.

### **2.3 Charges for HSBC Premier Customer**

The HSBC *Premier* customer is responsible for all charges incurred for the provision of services by providers, including, but not limited to, physicians, hospitals, clinics, lawyers, ticket brokers, luxury shops and any other entity providing assistance, goods or services pursuant to a referral by the Global Service Assistance Centre to an HSBC *Premier* customer.

### **Section III - General Exclusions**

#### **3.1 Force Majeure**

The Global Service Assistance Centre shall not be responsible for delays or failures to provide assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediment, or any other event of force majeure which prevents the Global Service Assistance Centre from providing such assistance.

#### **3.2 The Global Service Assistance Centre Liability**

The providers of assistance services are, for the most part, independent contractors and not employees of the global Service Assistance Centre. The Global Service Assistance Centre shall not be liable with respect to any act or failure to act by such providers, provided that, the Global Services Assistance Centre has chosen providers who are properly licensed (where applicable) and are not competent to provide services commensurate with the Standards of care prevailing in the locale where such services are provided and, where applicable, has acted in accordance with paragraph 1.9. As used in this paragraph, "providers" shall include, but not limited to, physicians, hospitals, clinics, lawyers, ticket brokers, luxury shops and any other entity providing assistance, goods or services pursuant to a referral by the Global Service Assistance Centre to an HSBC *Premier* customer.

#### **3.3 Limitation on Liability**

To the extent permitted by law, the Global Service Assistance Centre in no event be liable to HSBC *Premier* for punitive, exemplary or consequential damages, howsoever described or nominated, or for any loss caused by HSBC *Premier* customer neglect or default.