

PHONEBANKING SERVICE TERMS AND CONDITIONS

The following terms and conditions shall govern the Phone Banking service of The Hongkong and Shanghai Banking Corporation Limited- Sri Lanka (hereinafter referred to as the "Bank").

1. The Phone Banking service provided by the Bank includes:

- (i) Transfer of funds between any of the accountholder's accounts.
- (ii) Transfer of funds from any account of the accountholder, within pre-defined and agreed transfer limits, to any account designated in writing by the accountholder for the purpose of receiving funds under the Phone Banking service (A "Dedicated Transferee Account")
- (iii) Enquiry on account balances, previous transactions made (in relation to the accountholder's accounts), exchange rates and deposit rates.
- (iv) Request for statements (only for selected account types)
- (v) Such other types of banking or investment services as the Bank may from time to time introduce.

2. The Bank is authorized but not bound to act on the instructions of the accountholder given by the accountholder by telephone and the accountholder agrees that the Bank is authorized to act on any such telephone instructions which the Bank in its sole discretion believes emanate from unauthorized individuals and shall not be under any duty to verify the identity of the person(s) giving the telephone instructions.

3. The accountholder undertakes to keep the Phone Banking Personal Identification Number (PIN) provided to the accountholder by the Bank, in a strictly confidential manner at all times and shall report to the Bank immediately upon the loss of the PIN or becoming aware that the PIN has been disclosed to an unauthorized party.

4. The Bank shall not be liable to the accountholder for any failure to carry out any telephone instructions which are attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the accountholder for any direct, indirect or consequential losses arising out of or in connection with the carrying out or otherwise and be indemnified at all times against, and save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which shall have arisen either directly or indirectly out of or in connection with the Bank accepting telephone instructions and acting or failing to act thereon. This indemnity shall continue notwithstanding the termination of the Phone Banking service.

5. The accountholder's right to give telephone instructions pursuant to the terms and conditions herein shall at all times be subject to the discretion of the Bank and the Bank may at any time revoke such right without prior notice.

6. The accountholder shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the accountholder's account and/or credit card account for the purpose of telephone or other instructions and the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out any such instructions due to insufficient funds provided always that if the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the accountholder and the accountholder shall be responsible for the resulting overdraft, advance or credit thereby created and for all related charges. The overdraft advance or credit shall be subject to such rates of interest as the Bank may

in its absolute discretion determine and shall be governed by the Bank's usual terms and conditions applicable to such accounts.

7. The accountholder shall notify the holder(s) of the Dedicated Transferee Account(s) and/or any joint accountholder of the details of the transaction performed by the Bank upon telephone instructions given by the accountholder. The Bank shall not be responsible to the accountholder for giving any such notice.

8. The Bank reserves the right to impose service fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit.

9. The Bank reserves the right to add, delete or vary the scope of the Phone Banking service and any of the terms and conditions herein from time to time as the Bank in its absolute discretion thinks fit.

10. Usage of the Phone Banking Personal Identification Number (PIN) and Personal Banking Number (PBN) provided by the Bank for accessing the Phone Banking service or the use of your Credit Card Number issued by the Bank to access this service shall be constructed as acceptance of these terms and conditions by the accountholder.

11. The accountholder/s shall be governed by Exchange Control Regulations issued by the Central Bank of Sri Lanka when performing cross currency transactions through the Phone Banking service of the Bank.

12. The Sinhala and Tamil translations of these terms and conditions are available on the website of the Bank (www.hsbc.lk) and also in printed form at all offices and/or branch offices of the Bank.

13. In the event of any inconsistency between the English, Sinhala and the Tamil texts, the English version shall prevail.

14. These terms and conditions shall be governed by and construed in accordance with the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Courts of Sri Lanka.

I/We confirm of having read, understood and agreed on the above terms and conditions governing the Phone Banking services of the Bank.

Name

NIC:-

Date:-