

HSBC Jade Terms and Conditions

Between The Hongkong and Shanghai Banking Corporation Limited (referred to as "we", "us", "our" or "HSBC") and you as an HSBC Jade client ("you").

(A) General Terms and Conditions

1. HSBC Jade is made available to you on these terms and conditions (the "Terms").

Benefits

2. HSBC Jade is available from HSBC to HSBC Premier clients and is an enhancement of your HSBC Premier service.
3. Except as otherwise referred to in these Terms, your HSBC Premier Bank Account will continue to be governed by the Integrated Account Terms and Conditions (as may be amended from time to time) and the charges will be the charges applicable to that account.
4. As an HSBC Jade client, gives you access to benefits and privileges, including access to selected suppliers of lifestyle services and other banking, insurance and wealth products and services. Details of the products, services and benefits which are available to you are shown in the HSBC Jade Welcome Pack which you can obtain from your dedicated HSBC Relationship Manager or from our branches. We may change, add to or withdraw any of these products, services and benefits from time to time. Details are also available on request from your dedicated HSBC Relationship Manager.
5. The terms and conditions and the eligibility requirements which will apply to the products and services available through HSBC Jade will be set out or referred to in the details relating to each product or service.
6. Lifestyle services will be delivered by carefully selected third party lifestyle service suppliers ("Lifestyle Partners"). You will be required to agree to the terms and conditions available from those Lifestyle Partners before utilising their lifestyle services. HSBC is not responsible for the delivery of the lifestyle services or for any failure on the part of the Lifestyle Partners in the delivery on non-delivery of their services.
7. We may offer HSBC Jade clients preferential fees and charges and beneficial terms and rates on products and services. Please check with your dedicated HSBC Relationship Manager for information about the prevailing fees, charges, terms and rates available to you. We may change these fees, charges, terms and rates from time to time and we will give you such notice as is required by the terms and conditions applicable to the products and services or which is legally required.

Eligibility for HSBC Jade

8. HSBC Jade is available to holders of an HSBC Premier Bank Account who have maintained an average Total Relationship Balance with HSBC in Hong Kong over the immediately preceding three consecutive calendar months of at least HK\$7,800,000 (such three-month average Total Relationship Balance which must be maintained in order to qualify for HSBC Jade is referred to as "Qualifying Balance") immediately prior to the commencement of HSBC Jade service. Please refer to Appendix 1 for the definition of "Total Relationship Balance".

Becoming and remaining an HSBC Jade client

9. We will notify you when you have become an HSBC Jade client. However, if you do not wish to remain as an HSBC Jade client, you may at any time withdraw from HSBC Jade by giving us notice in accordance with paragraph 16) below.
10. Your eligibility to be an HSBC Jade client will continue while you continue to hold a Qualifying Balance. The availability of HSBC Jade and your eligibility to enjoy the products, service and benefits of HSBC Jade may expire or be terminated in accordance with the terms of paragraphs 11), 14) 15) and 16) below.
11. After the end of each calendar month, we will look back to determine if you have maintained a Qualifying Balance for the previous 3 months. If you have been unable to maintain a Qualifying Balance, your eligibility for HSBC Jade will expire at the end of a period of 12 months starting from the end of the previous calendar month.
12. We will notify you in advance that you have not held a Qualifying Balance and that your eligibility for HSBC Jade is due to expire as above. We will, in any event, notify you at least 1 month prior to the expiry of your eligibility for HSBC Jade if your eligibility for HSBC Jade has not been extended by then in accordance with paragraph 13) below.
13. If, before the expiry of your eligibility for HSBC Jade in accordance with paragraph 11) above you again hold a Qualifying Balance (see paragraph 8) above) then your eligibility for HSBC Jade will continue and will not expire. We may not notify you of the withdrawal of the expiry date in this case.

Expiry or termination

14. You will no longer be an HSBC Jade client if, for any reason, you are no longer an HSBC Premier customer.
15. We may terminate your eligibility for HSBC Jade:
 - at any time by giving you not less than one month's notice, or
 - immediately on giving notice if we reasonably consider that by continuing to be an HSBC Jade client or by continuing to make the products, service and benefits of HSBC Jade available to you we may break any law, regulation, code, court order or other duty or may be acting contrary to a recommendation, requirement or decision of any court, ombudsman, regulator or similar authority or may be exposed to action or censure from any government, regulatory or law enforcement or taxation authority.
16. You may withdraw from HSBC Jade immediately upon giving notice to us through our HSBC Hotline or your HSBC Relationship Manager or our branches.
17. On the expiry or termination of your eligibility for HSBC Jade or upon your withdrawal from HSBC Jade, you will continue as an HSBC Premier customer if you continue to hold your HSBC Premier Bank Account and to qualify for HSBC Premier in accordance with the eligibility criteria applying to it.
18. On expiry or on termination of your eligibility for HSBC Jade or upon your withdrawal from HSBC Jade, you will no longer be eligible to apply for the products and services which are available only to HSBC Jade clients. Each of these products and services which you are then using may either continue or be withdrawn according to the type of product or service and to the terms and conditions applicable to it. Any special terms or rates of charges or other benefits available only to HSBC Jade clients may no longer apply or be available to you either with immediate effect or after a period of notice according to the type of product or service and to the applicable terms and conditions. If there are any changes to the terms or charges applicable to the product, service or benefit which you are then using, we will notify you of those changes. You may consult your dedicated HSBC Relationship Manager for more information about these arrangements before your eligibility for HSBC Jade expires or is terminated or your withdrawal from HSBC Jade.
19. Being an HSBC Jade client gives you access to products and services available from various suppliers which are not part of HSBC nor connected with us. These products and services will be provided to you under agreements which will be made directly between you and these suppliers. These agreements with these suppliers will be made on their terms and conditions of business. These terms and conditions of business will be made available to you by these suppliers before you enter into an agreement with the supplier. Before you enter into an agreement with or buy or use the products or services of a supplier, please take time to read their terms and conditions of business. Your dedicated HSBC Relationship Manager will be pleased to assist you if you need help. Information about these suppliers and the products and services available from them is included in the HSBC Jade Welcome Pack. HSBC is not responsible for the delivery of the products and services or for any failure on the part of such third party suppliers in the delivery or non-delivery of their products or services.
20. We may make changes to these Terms at any time if we reasonably consider the change is to your advantage or is needed for any one or more of the following reasons. These reasons may relate to circumstances existing at the time or those that are expected to apply in the near future:
 - to respond proportionately to changes in law;
 - to meet HSBC's regulatory requirements;
 - to reflect industry guidance and codes of practice;
 - to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar authority;
 - to allow us to make reasonable changes to the way in which HSBC Jade operates or to offer or provide new or modified products, services and benefits.
21. We will give you notice of a change that is applicable to you in the manner as we consider appropriate.

Complaints

22. If the provision of services by HSBC to you as an HSBC Jade client falls short of your expectations, please raise your concerns with your dedicated HSBC Relationship Manager or contact our HSBC Hotline or email us at feedback@hsbc.com.hk quoting "HSBC Jade". Concerns about services made available by third party suppliers of lifestyle services available to you as an HSBC Jade client should be directed in the first instance to those third party suppliers, in accordance with their complaints procedures. If you are unable to resolve your concerns with those suppliers, please raise the matter with us via the channels mentioned above.

(B) The Collection and Use of Your Information

Data Privacy

23. From time to time, it is necessary for you to supply us with data to enable us to provide you with the products, services and benefits which are available to HSBC Jade clients or in connection with our servicing you as an HSBC Jade client. HSBC is committed to keeping your information private. You will find full details of how your information (including your personal data) may be used in the Integrated Account Terms and Conditions and the Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) as applicable to you (the "Notice"). You can obtain a copy of the Integrated Account Terms and Conditions and the Notice by asking your dedicated HSBC Relationship Manager or visiting our branches or our website <https://www.hsbc.com.hk/#> or contacting our HSBC Hotline.

Collection of Your Information

24. HSBC may collect information about you through your banking relationship (as set out in the Integrated Account Terms and Conditions and the Notice) and collect information about you through any available sources. HSBC may also collect information about you from the Lifestyle Partners and from anyone they ask to provide services to you, including:
 - contact information that you provide to make bookings;
 - information about enquiries that you make to the Lifestyle Partners, including enquiries for which no booking is made (such as enquiries about recreation, property searches and management, and education);
 - information about bookings that are made through the Lifestyle Partners, including event bookings, dining bookings, travel dates, travel destinations and hotel bookings;
 - information about interests and preferences, including brands that you like and companies that you buy from; and
 - details of your registration and preference and concierge service transactions, (including service type, information related to your requested lifestyle services (event tickets, dining experience, sports & recreation), travel services (travel dates, destination, car rental), personal services (feverals, club appointment), education services (school placement, education seminar), property services (property search, property management)).

Use of Your Information

25. HSBC will use, process, transfer and disclose information about you and your use of HSBC Jade services (including your use of lifestyle concierge services) to:
 - provide you with a broader range of investment, insurance, and banking products and services;
 - provide you access to concierge service and allow you to benefit from the services of various HSBC lifestyle partners and other third parties;
 - enable HSBC (including your relationship manager) to understand your needs and preferences based on your use of lifestyle concierge services (including contacting you about products and services tailored to your needs, if you agree to it) and conduct market research;
 - send you direct marketing materials, if you agree to it (note: acceptance of these Terms will not change your marketing preference maintained in HSBC); and
 - carry out the purposes as stated in the Integrated Account Terms and Conditions and the Notice.

Data Sharing

26. HSBC may share your information with carefully selected third parties to support our processing of your information and provide the products, service and benefits available from HSBC Jade. We will always ensure that these third parties process your information in accordance with applicable data protection laws and our own internal standards. HSBC may also share your information with other parties (within or outside Hong Kong) as set out in the Integrated Account Terms and Conditions and the Notice for the purposes as stated in those terms. Your information may also be shared between us and Lifestyle Partners or third parties providing services in connection with HSBC Jade for the purposes of any enquiries or complaints about the services provided to you.
27. HSBC and third parties who receive your information from HSBC may be located in countries where data protection laws do not provide the same standard of protection as they do in the country in which you live. HSBC will always ensure that your information will be protected by a strict code of secrecy and security and handled in accordance with applicable data protection laws. By remaining as an HSBC Jade client, you agree that your data may be transferred to countries where data protection laws do not provide the same standard of protection as they do in the country in which you live.
28. Should HSBC decide to replace one Lifestyle Partner (the "Outgoing Lifestyle Partner") with another Lifestyle Partner (the "Incoming Lifestyle Partner"), to facilitate a smooth transition from one to the other and reduce any inconvenience to you caused by the transition process, HSBC may require the Outgoing Lifestyle Partner to share information that it holds about you with the Incoming Lifestyle Partner. This information may be shared before you have activated your registration with the Incoming Lifestyle Partner. That information may also be delivered by the Outgoing Lifestyle Partner to the Incoming Lifestyle Partner through HSBC. Any such information will be shared in accordance with applicable law and regulation.

Your Responsibility

29. HSBC may also connect you with Lifestyle Partners and other third parties through your use of the HSBC Jade services, these third parties may collect your information directly from you and through your use of the HSBC Jade services. Please note that third parties you provide your information to should have their own privacy policies and will handle your information in accordance with their policies. Please ensure that you review the privacy policies and accept their terms before using their services. HSBC does not accept any liability for your use of their services. You are also required to ensure that any third parties whose information is provided by you to us or to Lifestyle Partners or other third parties through your use of the HSBC Jade services has been notified of and agreed to the collection and use of their information in the same way as your information as set out in these terms.
30. For more information in relation to data privacy and data sharing under these terms, please contact our HSBC Hotline or visit our branches or our website <https://www.hsbc.com.hk/#>.

(C) Governing Law

31. The laws of the Hong Kong Special Administrative Region govern these Terms.
32. The English version of these Terms prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms is for reference only.
33. You submit to the non-exclusive jurisdiction of the Hong Kong courts. These Terms may be enforced in the courts of any competent jurisdiction.
34. No person other than you and us 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.

If you have questions about these Terms, please contact our HSBC Hotline or ask your dedicated HSBC Relationship Manager or visit our branches.

Appendix 1

Total Relationship Balance

"Total Relationship Balance" (TRB) includes:

- Hong Kong dollar /Renminbi /Foreign currency deposits
 - Market value of the following investments: local and overseas securities, unit trusts, bonds, certificates of deposit, equity linked investments, structured notes, Monthly Investment Plan (Stocks/Unit Trusts) and Wayfoong Statement Gold
 - Deposit amounts of Deposit Plus and Structured Investment Deposits
 - Utilised lending facilities (excluding mortgages and amounts outstanding on credit cards)
 - Life insurance with savings or investment component*
 - HSBC MPF balances and HSBC ORSO Defined Contribution Scheme balances which are administered by The Hongkong and Shanghai Banking Corporation Limited.
- * For life insurance with savings or investment component:
- Investment-linked life insurance policies include the total cash value of the policies;
 - Other life insurance policies include the total cash value of the policies OR total premium paid less any annuity payments received (if applicable), whichever is higher.

To determine your overall TRB in sole capacity, the applicable TRB of all your personal sole account(s)[#] and all your joint account(s)[#] will be included in the calculation. To determine your overall TRB in joint capacity, the applicable TRB of all your joint account(s)[#] held with the same joint account holders will be included in the calculation. All life insurance, MPF and ORSO Defined Contribution Scheme policies are held under personal sole account only, and these account balances shall not be included in the TRB calculation in joint capacity.

[#] All these accounts must be held or registered under the same name(s) and identity number(s).

[^] Your name and identity number held or registered under these joint accounts must be the same as that held or registered under your sole account.

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