

## **Terms and Conditions - HSBC Premier SMS Alerts (the “Service”)**

The following Terms and Conditions shall apply to all HSBC Premier Customers (Customer/s) of HSBC Sri Lanka (The “Bank”).

1. The Customer shall abide and be bound by the instructions and/or procedures of the Bank during the use of the Service. The Customer shall have no claim, resource or remedy against the Bank for any loss, damage and expense incurred by the Customer arising from any non-compliance by the Customer with such instructions and/or procedures.
2. The Customer shall not hold the Bank responsible or liable for any loss or damage which the Customer may incur or suffer directly or indirectly, arising out of or in connection with the Service, due to any reason whatsoever including but not limited to the viewing of the messages or use of the Service by any person other than the Customer, breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line whether or not belonging to the Bank or any circumstances beyond the control of the Bank.
3. The Bank is entitled to effect any changes to the Service, suspend and/or terminate the Service, and to vary the Service at any time at its sole and absolute discretion without prior notice and assigning any reason and without prejudice to any of its rights of action for any antecedent breach of these Terms and Conditions by the Customer.
4. The Customer may request to terminate the use of the Service by giving the Bank seven (7) days written notice (subject to verification) or via the Customer Service Hotline (requires PIN verification or by positive verification by the call center representative. If the Customer requires effecting any changes to the Service, the Customer is required to complete a new application form to that effect.
5. The Customer hereby irrevocably agrees and undertakes to indemnify the Bank and keep the Bank indemnified and saved harmless from time to time and at all times against any loss, costs, damages and expenses which the Bank may incur or sustain and against all actions, proceedings, claims and demands in connection with or in relation to or arising out of the use of the Service.
6. The Bank shall be entitled to vary any of the Terms and Conditions contained herein at any time without notice to the Customer which variation shall bind the Customer absolutely from the date on which it is expressed to take effect. The variation may be communicated to the Customer by letter and/or notice in the local press and/or by displaying on the Bank’s notice-boards and/or through statement messages.
7. This Service may not be available in certain countries due to relevant country regulatory requirements and constraints.
8. These Terms and Conditions shall be governed by and construed in accordance with the laws of Sri Lanka.
9. The Sinhala and Tamil translations of these Terms are available on the website of the Bank ([www.hsbc.lk](http://www.hsbc.lk)) and printed forms could be obtained from all offices and/or branch offices of the Bank.

10. I/we hereby confirm and agree that in the event of any discrepancy in the English, Sinhala and Tamil versions of these Terms and Conditions the English version shall prevail .