

# Cash Management Terms and Conditions

The Hongkong and Shanghai Banking Corporation Limited, India offers Cash Management Services to its Customers. By signing the Cash Management Services Designated form ('Designated Form') the Customer agrees to be bound by these Terms and Conditions (T&Cs), including terms applicable for the respective services availed by the Customer.

## General Definitions

**Applicable Law** shall mean any law, rule, judicial ruling, regulation or any circular or guidelines issued by the Reserve Bank of India, National Payment Corporation of India or any other government or statutory body (from time to time) in relation to the Services.

**Bank** shall mean The Hongkong and Shanghai Banking Corporation Limited, India.

**Business Day** means any day, on which the Bank is open for banking business during normal banking hours in India.

**Confidential Information** means any information, about or relating to either Party or members of its group, received or accessed by the other Party in the course of the relationship established by them pursuant to the T&Cs, including without limitation, information relating to the business, operations, personal data or customers of the disclosing Party and these T&Cs.

**Customer** means any person or entity who avails Cash Management Services from the Bank.

**Customer Account** means any account of the Customer other than term deposit account(s), whenever and wherever maintained with the Bank and notified in writing by the Customer for crediting/debiting the funds in relation to the Services.

**Customer Instruction** means any communication which is received by the Bank in relation to a Service which:

- (a) contains the necessary information for the Bank to carry out the payment or other acts on Customer's behalf; and
- (b) has, or in the reasonable opinion of the Bank, appears to have been provided by an authorised person.

**E-Channels** shall mean HSBC Group's electronic banking systems.

**Force Majeure Event** means any event beyond the reasonable control of a Party affecting that Party's ability to comply with the T&Cs, such as, (a) any natural event such as flood, storm or earthquake, (b) war, civil disturbance or act of terrorism, (c) industrial action, (d) Act of God, (e) action of a government or governmental agency, (f) change in Applicable Law, (g) power or equipment failure or interruption, or (h) interruption, failure or delay in receiving or acting on any communication or Customer Instruction including without limitation due to any system issue or link failure.

**HSBC Group** shall mean HSBC Holdings Plc and its subsidiaries and associate undertakings and any of their branches.

**Payor** refers to remitter or the Customer's end customers initiating payment(s) into the relevant master account by debiting its account or from whom the Customer has receivables. In case of Virtual Accounts Service, the Payor is allocated a distinct Virtual Account number.

**Party/Parties** – The Customer and the Bank shall individually be referred to as a Party and together as Parties.

**Service(s)** means the services provided by the Bank as selected by the Customer on the Service Designation Form. Services will also include MIS/Reports provided by the Bank to the Customer from time to time.

**Security Procedures** means security measures or protocols governing the Customer's access to the communication channels (including E-channel) made available to the Customer by the Bank from time to time and used to verify the origination of Customer Instructions or communications between them transmitted via such channels(including E-channel). A Security Procedure may include, but is not limited to, one or more of the following measures: encryption algorithms or other codes, user entitlements, identifying words and numbers, and similar security devices.

**Third Party** means and includes a representative, agent, correspondent bank(s), courier, vendor or any other third party appointed by the Bank to enable the provision of Services under the present T&Cs.

## General Terms

### Confidentiality

The Bank may need to share, store or transmit Confidential Information about Customer or any of Customer Accounts, within the HSBC Group or with any agent or third party used by the Bank for the purpose of providing the Services or for the maintenance of the Bank's overall relationship with the Customer. Any such sharing, storage or transmission of such Confidential Information will be done on a confidential basis and the Bank will endeavour to maintain strict confidentiality of such Confidential Information within the HSBC Group unless: (a) otherwise required by any applicable law, regulation or request of any public, regulatory or judicial authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) the Bank deems disclosure necessary to provide Services.

Restrictions on the disclosure of Confidential Information shall not apply to information that:

- a. is in or enters into the public domain other than in breach of the T&Cs;
- b. is lawfully obtained by the recipient party from a third party or is already known by the recipient party, in each case without notice or duty to maintain it as confidential; or
- c. was independently developed by the recipient party without reference to the disclosing party's Confidential Information.

### Limitation of Liability

Notwithstanding anything contrary contained herein or elsewhere, the Bank shall have no liability to the Customer or any other person for any consequential, compensatory, special or other damages, including without limitation damages for lost profits or loss or damages from subsequent wrongful dishonour caused by any error, act, delay or omission by the Bank, even if the Bank has been advised of the possibility of such damages.

With respect to the Bank's liability under these T&Cs, the provisions set out in these T&Cs shall govern unless they are in conflict with any Applicable Law, in which case the relevant liability will be determined as required by such Applicable Law.

### Indemnity

The Customer shall indemnify and hold harmless from (time to time and at all times) the Bank, its officers and employees against all liabilities, claims, costs, losses, damages and expenses (including legal fees) of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them in relation to the Services performed by the Bank under these T&Cs, unless caused due to the gross negligence or wilful misconduct of the Bank, its officers or employees.

### Force Majeure

Either Party will not be responsible for non-performance or delay in the performance of one or more Services or obligations that is caused by Force Majeure Event.

### Change of Terms

- a. The Bank may modify, terminate and/or suspend the Services including the present T&Cs to the Customer anytime with or without prior notice, due to changes in rules, regulations and laws set by relevant tax authorities or other regulators or due to change in the Bank's internal policies. Any change in these T&Cs due to the above reasons shall become applicable upon notice to the Customer. A copy of T&Cs or any modifications carried thereof from time to time shall be notified at [www.hsbc.co.in](http://www.hsbc.co.in)
- b. Any amendment of these standard T&Cs, for reasons other than as proposed in (a) above shall not be effective unless it shall be reduced to writing through an amendment and accepted by the Parties.

Amendments made under this clause shall be deemed to be a part of these T&Cs and in case of any contradiction such amendment shall prevail.

### Term and Termination

These T&Cs will continue to be in effect until terminated by either Party with at least thirty calendar days' prior written notice to the other Party. Either Party may terminate one or more Services without affecting other Services. If the Customer suffers distress or execution or commits an act of bankruptcy or goes into liquidation or an insolvency proceeding is initiated against it or if a court receiver is appointed over any part of the Customer's business/property or the Customer commits a material breach of the T&Cs, then the Bank shall have the right to terminate these T&Cs forthwith by serving the Customer with a written notice to that effect.

Notwithstanding anything contained to the contrary, any rights, liabilities and obligations arising due to the acts done prior to the date of termination shall continue to be binding on the Parties and the T&Cs shall be valid and binding to that extent.

### Provision of Services

The Services may be provided by the Bank either directly and/or through a Third Party. Customer agrees that such arrangements made by the Bank would be acceptable to them and that they agree to the operational procedure as advised by the Bank. Customer agrees that the Bank may appoint these Third Party(ies) at its sole discretion and without Customer's prior approval or knowledge.

## **Fees and Charges**

The Customer agrees to pay to the Bank such fees, costs, charges, interest and expenses as stipulated by or agreed with the Bank including but not limited to Goods and Service Tax and other similar taxes (as applicable from time to time) stamp duty, etc. payable in respect of the Service.

The Bank may debit fees, costs, charges, interest and expenses owed by the Customer to the Bank from any account advised by the Customer for such purposes. Failure to pay the fees, costs, charges, interest and expenses (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by the Bank.

## **Right of Set-off**

The Bank shall have the right of set-off, on the deposits, funds or other property of the Customer with the Bank, to the extent of all outstanding dues or towards any liability incurred by the Bank arising out of execution of any Customer Instruction or arising as a result of or in connection with the Services.

## **General Undertaking from Customer**

The Customer hereby agrees and confirms that:

- a. it is responsible for the accuracy, completeness and correct transmission of a Customer Instruction and for ensuring they will achieve the Customer's intended purpose, provided the Customer Instruction is received by the Bank within the stipulated timelines. The Bank will not be liable to the Customer where the Bank chooses to comply with such a request and the Customer must take reasonable steps to ensure that its request will not give rise to any claim against the Bank. If the Bank accepts a manually initiated Customer Instruction (being an Instruction which is not submitted through electronic communication channels provided by the Bank, but, for example, by telephone, fax or physical delivery), then, provided the Bank acts in accordance with the applicable Security Procedures, the Customer is responsible for any losses related thereto.
- b. in connection with the Services, the Customer shall execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by the Bank to carry out or evidence the transactions/services carried out or contemplated under the Services.
- c. it shall notify the Bank as soon as possible if it becomes aware of any theft, fraud, illegal activity, loss, damage or other misuse in relation to the Services or in relation to any associated documentation, Customer Instructions, communication or payment instrument.
- d. if an Customer Account is overdrawn without the Bank's approval, the Customer shall immediately upon demand, or otherwise becoming aware thereof, transfer sufficient cleared funds to bring such Customer Account into credit. For the avoidance of doubt, the Bank is not hereby offering the Customer, or agreeing an increase to, any overdraft facility and, unless otherwise provided in an agreement executed by the Bank and the Customer, any extension of credit can be cancelled by the Bank at any time.
- e. if an Customer Account is credited in error or in anticipation of receiving funds, where those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Customer Account, and, except in case of the Bank's error, debit or demand immediate repayment of any losses incurred by the Bank in connection therewith, as appropriate.

## **Representation and Warranties**

Customer hereby represents and warrants that:

- a. it is duly incorporated or, if it is not a body corporate, is otherwise validly constituted and existing under the laws of the jurisdiction of its incorporation or constitution (as the case may be);
- b. it has all necessary corporate or equivalent power and legal capacity to execute (where applicable) and deliver, and to perform its obligations under, these T&Cs;
- c. it shall be responsible for complying with the Applicable Laws in relation to the Services availed from the Bank;

## **Anti-bribery and Corruption**

The Customer hereby represents, warrants and undertakes that it has not violated and will not violate, in connection with any matter pertaining directly or indirectly under these T&Cs, including without limitation the negotiation thereof, any provision of applicable anti-bribery laws and regulations in force from time to time, or any similar or successor act.

The Customer shall ensure the compliance with the above obligations from its agents/sub-contractors as may be used for performing any of their obligations undertaken under these T&Cs.

## **Governing Law**

These T&Cs shall be governed by the laws of India and each of the Party hereto hereby submits to the jurisdiction of the courts at Mumbai.

## **Notices**

Except where specifically provided for, any notice, demand or other communication under these T&Cs, except where it expressly permits otherwise, shall be in writing addressed to the Customer at the last address notified to the Bank in writing or at the registered office or corporate office address of the Customer known to the Bank, and addressed to the Bank at its India office or such other address as the Bank may notify to the Customer for this purpose. Any such notice, demand or other communication may be delivered by post, by facsimile transmission and/or any form of electronic mode and shall be deemed to have been delivered to the Customer on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission and to the Bank, on the day of actual receipt.

## **MIS/Reports**

Bank may provide certain statements and reports to Customer relating to the Services availed by them via, (a) electronic mail to an address designated by Customer or (b) any other electronic method including SMS. Customer recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free.

## **Waiver**

Failure on the Bank's part to insist upon performance of any of the T&Cs, to exercise any right or privilege conferred in these T&Cs, or to demand any penalties resulting from any breach of any of these T&Cs shall not be construed as waiving any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

## **Disclaimer**

The Bank shall use best efforts in providing Services to the Customer. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes, i.e. on a working day basis only and the Customer unconditionally agrees and understands that the credit to the Customer or payout on behalf of the Customer would be made after considering the intervening bank holidays after deposit of instrument. The entries in the Bank's books as well as in the correspondent bank's books kept in the ordinary course of business of the Bank with regard to transactions covered under these T&Cs and matters therein appearing shall be binding on the Customer unless in the event of there being any patent mistake or error therein.

## **Severability**

If any provision(s) of these T&Cs shall be held to be illegal or unenforceable, the validity of the remaining portions of these T&Cs shall not be affected.

## **Assignment**

The Customer shall not assign any of the rights or duties under these T&Cs to any person without the Bank's prior written consent.

## **Miscellaneous**

- a. The Customer, Bank or any Third Party shall continue to be the owner of its respective trademarks, copyrights and all other proprietary rights and neither shall use any trademark, logo or copyright of the other Party without permission in writing of the Party who owns such proprietary rights.

## **IMPS**

### **Definitions**

Immediate Payment Service (IMPS) is the settlement system provided by National Payment Corporation of India (NPCI) for facilitating payments and receivables.

### **General Terms**

- a. Payor hereby agrees and confirms that it fully understands that, the Bank will be able to provide IMPS facility to the Payor only for those banks that participate in IMPS. For banks other than the participating banks, Payors hereby agrees and undertakes to make alternate arrangements.

### **Receivables Management System Service (RMS)**

The receivables management services provided by the Bank to the Customer under and/or through the E-Channel(s) and forming part of the Services and more particularly described in these RMS Terms.

### **RMS Terms**

These terms and conditions governing the use of RMS as modified in writing from time to time, the RMS Service Guide, E-Terms and any other terms for the provision of RMS published on the E-Channel(s) or otherwise made available to the Customer from time to time.

### **RMS Service Guide**

A document providing an overview of RMS.

### **General Terms**

#### **Scope**

- a. RMS is an information management service that provides a range of functionalities that includes consolidation of collection transaction information from various channels, data enrichment capabilities, reconciliation of collection information against client's account receivables records, and delivery of information to client through comprehensive reports, transaction alerts/advices, online enquiry and analytics.
- b. Terms and expressions defined in this section of the T&Cs shall have the same meanings when used either in the E-Terms, RMS Service Guide or the T&Cs.

## General Undertaking from the Customer

- a. The Customer understands and agrees that the RMS Terms shall apply to the provision and use of RMS.
- b. The Customer agrees to observe and comply with all applicable laws and regulations that shall apply to or be imposed on any aspect of RMS. The Customer further undertakes to sign and provide as the case may be such further information and documentation to the satisfaction of the Bank as it shall reasonably request for the purposes of complying with the said laws and regulations or generally, to facilitate its provision of RMS.
- c. The Customer understands and agrees that in the event where the Bank is unable to, for whatever reason(s), provide any part(s) or the whole of RMS, the Bank will endeavour, but without any obligations, to provide other contingency measures to enable the Customer to utilise such services covered under RMS through such other means, medium or channel other than the E-Channel(s). All the provisions in the RMS Terms which apply to RMS will to the extent applicable continue to apply to and govern the use of RMS provided under and/or through such contingency measures unless the Bank shall specify otherwise.

## E-payment of Statutory Payments

E-payment of Statutory Payments Facility means collection of state government tax, service tax, direct tax, central excise duty, port payment, customs duty and/or provident fund and/or any other statutory payments of such nature via electronic payment mode for Central and State Government Taxes with/without Login ID/Password.

## General Conditions applicable for E-Payment of Statutory Taxes

- a. Customer hereby agrees and confirms that it fully understands that, the Bank either directly or through a third party will be able to provide E-Payment of Statutory Taxes Facility to the Customer only for the locations covered by authorised bank.
- b. The Customer shall be required to ensure that the TAN, PAN, Assessee codes, Registration Number/TIN, Import Export Codes (IEC) and/or TRRN as the case maybe quoted in the e-payment request are validated against the data registered with the relevant tax authorities. In case of any discrepancy in the data provided by the Customer against the data registered with the relevant tax authorities, the Customer shall be solely responsible for any financial loss and/or damage suffered, liabilities and/or penalty incurred, interest accrued for non-payment, wrong payment or delayed payments of any statutory taxes.
- c. Customer further authorises the Bank to appoint, retain or remove such agents and any other experts and consultants on behalf of the Customer, as may in the opinion of the Bank be necessary or expedient for making payments to the authorities and any other acts ancillary or incidental to the same.
- d. Customer accepts, understands and hereby confirms that by giving access to the Bank in relation to Customer's profile on the websites, Customer's confidential information may be known to the Bank.
- e. Customer shall ensure that the login ID and password remain functional at all times.

## Cash Payout

### Rights and Obligations of the Bank

- a. In the event the Customer informs the Bank of the discrepancy, the Bank will assist on a best efforts basis to identify any discrepancies between the amount of cash that was delivered and amount debited to Customer Account, for which Customer undertakes to provide a copy of the delivery receipt/ letter acknowledged by the Third Party, to enable the Bank to resolve the matter. Customer understands that the Bank will assist in tracing/resolving such discrepancy, though the Bank will not be liable for any direct and/or incidental loss/delays/damages that the Customer may incur. Any queries regarding Cash Payout service shall be raised by the Customer within two (2) Business Days from the date of cash delivery by the Bank.

## Cash Collection

### Counterfeit, Shortages and Mutilated Notes

The determination whether the notes are counterfeit may be made by the Bank or Third Party (its representative i.e. service providers or correspondent banks) (as and when the same are received by them) and such determination (which will be carried out at the premises of these representatives) shall be final and binding upon the Customer. The Customer hereby authorises the Bank to debit Customer Account in recovery for all counterfeits, shortages and mutilated notes that are not accepted by the local clearing house/local bank, upon receipt of any such claim from its representatives. The Customer agrees to follow the process for such notes as will be advised by the Bank from time to time. The Customer also agrees to acknowledge the letter(s) sent by the Bank via it's representatives informing about the counterfeit/mutilated notes.

### Rights and Obligations of the Bank

- a. The Bank shall count and verify each deposit slip and in the event that the cash picked up by the courier does not tally with the credit provided by the Bank, the Bank undertakes to assist on a best efforts basis to identify any discrepancies between the cash picked up and credited to Customer Account, for which Customer undertakes to provide a copy of the deposit slip duly acknowledged by the Third Party, to enable the Bank to resolve the matter. Customer understands that the Bank will assist in tracing/resolving such discrepancy though the Bank will not be liable for incidental loss, delays, damages etc. in any way.

- b. The cash will be segregated by the Customer in bundles in sets of ₹100 notes per denomination (only Legal tenders of denominations of ₹100 and above will be accepted) and loose notes up to a total of ₹100 notes only shall be given in separate sealed envelopes. All bundles prepared by Customer shall have bundling slips of the Bank, the Bank's correspondent bank or any other bank on which Customer will affix its stamp along with the date, name and signature of Customer's official/cashier. Counterfeit notes will not be accepted for deposit.

## SmartSafe Cash Collection Service

### Definitions

#### SmartSafe

SmartSafe is the 'Cash Deposit Machine' provided by the Bank and installed at the Customer's premises to enable cash deposition only and excludes all coin deposition.

#### Transaction Receipt/Log

Transaction Receipt is the cash deposit acknowledgement provided by the SmartSafe, providing the denomination level count and value of Fit Notes. For Unfit Notes, only the count of notes will be provided.

#### Fit, Unfit and Suspect Notes

- Fit Notes – Valid Indian tender currency notes.
- Unfit Notes – All such notes which the SmartSafe is unable to identify based on the predefined parameters shall be categorised as Unfit.
- Suspect Notes – Invalid tender or counterfeit currency.

### General Terms

#### Scope

Collection of cash by the Bank which has been deposited by the Customer into the SmartSafe, pick-up of cash from the Customer's offices and depositing them in the Customer Account ('SmartSafe Cash Collection Services').

The SmartSafe Cash Collections Service should be read in conjunction with the Cash Collection T&Cs provided by the Bank.

#### Obligations of the Customer

- a. The cash will be deposited by the Customer into the SmartSafe based on the login access provided by the Third Party. The Customer hereby agrees that access to the machine or cash deposition shall not be extended to any other party other than the authorised employees of the Customer and the Bank/Third Party service providers shall not be held responsible and liable for any loss/dispute arising on account of deposition by any Third Party.
- b. The Customer hereby agrees to avail the SmartSafe services for a '5' year lock-in period. In the event the Customer decides to discontinue using the SmartSafe services before the lock-in period, the Customer hereby agrees to pay a lock-in fee mutually agreed with the Bank at the time of availing this Service.
- c. In the event any technical issues are encountered with the SmartSafe wherein the Customer is unable to deposit the cash into the SmartSafe, the Customer hereby agrees to allow the Bank to provide the standard Cash Collection Services till the issue gets resolved. During this period the Bank or the Third Party will not be held liable for any loss or damage in case the Customer needs to store the cash overnight in its premises.

#### Unfit, Counterfeit and Mutilated Notes

The final determination of the Unfit and Suspect Notes shall be carried out by the Bank or correspondent bank and shall be final and binding upon the Customer. Mutilated notes, if deposited into the SmartSafe shall be returned to the Customer. The Customer agrees to follow the process for such notes as will be advised by the Bank from time to time. The Customer also agrees to acknowledge the letter(s) sent by the Bank via its representatives informing about the counterfeit or mutilated notes.

#### Rights and Obligations of the Bank

The Bank shall count and verify each deposit slip and in the event that the cash picked up by the Third Party does not tally with the credit provided by the Bank in the Customer Account, the Bank undertakes to assist on a best efforts basis to identify any discrepancies between the cash picked up and credit provided to the Customer Account. The Customer undertakes to provide a copy of the deposit slip duly acknowledged by the Third Party along with the SmartSafe Transaction Receipt and Transaction Log to enable the Bank to resolve the matter. The Customer understands that although the Bank will assist in tracing or resolving such discrepancy it will not be liable for any incidental loss, delays, damages etc. in any manner.

## UPI (Unified Payments Interface)

### General Definitions

#### NPCI (National Payments Corporation of India)

NPCI is the central body for providing UPI based payments and settlements. Guidelines on UPI will be set by NPCI from time to time which the Bank, Payer Bank, Customer and the Payer must adhere with.

#### Bank

This is the Bank where the account of the Customer is held.

#### Beneficiary Bank

This is the Bank where the account of the beneficiary is held. This bank may be different from the beneficiary PSP.

#### Beneficiary

Beneficiary is the recipient of funds.

#### Payer

Payer is the remitter of funds.

#### Customer Platform

Shall mean the website, mobile application and/or any other infrastructure with the domain or application name of the Customer or its Service Provider and managed by the Customer or its Service Provider for the sale of its goods and/or services and for the purposes of enabling the Payer and Customers to carry out transactions. It may also include Customer's retail stores where such UPI transactions are initiated on the EDC Terminal.

#### Service Provider

Any Third Party who is engaged by the Customer to provide a service in relation to, including but not limited to enabling its UPI service or building or managing a platform or providing any front or other back office support in relation to UPI.

### Terms of the Service

#### Scope

Unified Payments Interface is a payments mechanism provided by NPCI. This arrangement will enable the Customer to send or receive funds through UPI where such transactions are initiated on the Customer Platform or where the transactions are initiated by the Payer for payment to the Customer.

#### Terms for Customer

- a. The Customer agrees and confirms that the Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; any virus, coding or other error, inaccuracy or any other destructive features in the UPI facility or Bank's software application; sharing of Customer information; interruption or stoppage of the Customer's access to and/or use of the payment gateway services; non-availability of connectivity between the Customer Platform and the Bank's software application, etc.
- b. The Customer shall abide by Applicable Law relating to the provision of the UPI services or transmission of data/information through the UPI software application/facility and ensure there is no breach of security of the Customer Platform, the Bank UPI software application/facility and the link between the Bank and the Customer is maintained at all times during the term of the contractual arrangement between the Customer and the Bank.

## Digital Accounts Receivable Tool (DART)

### Definition

**DART Service:** The Service under which the Customer and the Buyer will be provided access to the DART Platform whereby (a) the Customer can upload relevant information from Open Invoices on the DART Platform; and (b) the Buyer can view such information on the DART Platform and advise the Customer how and when payment of such Open Invoices will be made.

**Buyer:** An entity to whom the Customer has issued an Open Invoice, and who is nominated by the Customer to access the DART Platform.

**DART Platform:** A digital accounts receivables tool maintained by the Bank which the Customer and the Buyer may access and use via E-Channels, internet and/or any other electronic media the Bank may permit.

**Tracking ID:** A unique reference number allocated by the Bank for Open Invoices which the Buyer has expressed their intention to make payment for on the DART Platform, which unique reference number is to be quoted by the Buyer when making payment.

**Open Invoice:** An invoice issued by the Customer in its capacity as seller of goods or services to the Buyer, for which payment has yet to be received by the Customer from the Buyer.

**Invoice Payment Details:** Information provided to the Bank on the DART Platform regarding payments expected by the Customer from the Buyer under Open Invoices, and setting out all necessary details to enable the Bank to perform the DART Service and deliver the reports referred to in clause (b), 'Obligations of the Bank'.

## General Terms

### Obligations of the Customer

- a. The Customer undertakes to comply with all reasonable requests of the Bank necessary to provide the Customer with the DART Service, including but not limited to, the Customer promptly providing to the Bank all documents and other information reasonably requested by the Bank from time to time in relation to the DART Service.
- b. The Customer agrees that the Bank shall be entitled to rely on all documents and information provided to the Bank in relation to the DART Service (whether in respect of Open Invoices or otherwise) and shall not be obliged to verify the correctness, accuracy or completeness of such documents or information. If there are any changes to the documents or information so provided, the Customer shall promptly notify the Bank in writing of such change and the Bank shall be given a reasonable opportunity to act thereon.
- c. The Customer consents and shall obtain all necessary authorisation and consents required from time to time to permit the Bank to transfer, disclose, use, process and/or store all invoice related data or any other data related to the Customer or a Buyer in connection with the provision of the DART Service (including, but not limited to, the Bank's transfer and disclosure of such data to a member of the HSBC group or any other recipient (who may also process, transfer and disclose such data in connection with the provision of the DART Services), wherever such HSBC group member or recipient may be located).
- d. Without prejudice to the Limitation of Liability clause in the General Terms, the Customer acknowledges and agrees that the Bank will not be held liable for any direct, indirect or consequential loss, damage, claim or penalty arising due to any acts or omissions of the Buyer (including, but not limited to, quoting an incorrect Tracking ID when making payment).
- e. The Customer acknowledges and agrees that: (i) the Customer is responsible for dealing directly with the Buyer in all matters related to the Buyer's access and use of the DART Platform and, other than the initial invitation email sent by the Bank at the Customer's request to the Buyer to access and use the DART Platform and any reminders sent by the Bank via the DART Platform to the Buyer to make payment, the Bank shall not deal directly with the Buyer and shall not be obliged to provide any technical or user support to the Buyer in relation to the DART Platform; and (ii) any dispute between the Customer and a Buyer whether arising out of the Open Invoices or otherwise shall be resolved by the Customer directly with the Buyer, and the Bank shall not be involved in any manner whatsoever.
- f. At the Customer's request, the Bank may display the Customer's corporate logo(s) on the DART Platform for the purpose of enabling the Buyer to identify the Customer.
- g. The Customer acknowledges and agrees that the Bank shall be entitled to suspend or terminate the Buyer's access and use of the DART Platform at any time without giving the Customer and the Buyer any prior notice.

### Obligations of the Bank

- a. The Bank shall keep the Customer informed in case the DART Platform is unavailable for whatever reason, in order for the Customer and the Bank to take remedial or alternate steps.

Based on the Invoice Payment Details received by the Bank along with the Tracking ID, the Bank shall produce a report and make it available to the Customer through E-Channels. The Bank shall not be obliged to verify the correctness, accuracy or completeness of any part of the Invoice Payment Details received by the Bank.