

Ireland Country Conditions

The following terms amend and/or supplement the Relationship Documents which shall apply to the provision of Services by the Bank to the Customer in Ireland only (“**Ireland Country Conditions**”).

1 Interpretation

Business Day means any day other than a Saturday, Sunday or a public holiday in Ireland, when the Bank is open for business.

2 Single Euro Payments Area

2.1 Where the Customer enters into SEPA direct debit mandates in respect of its Accounts:

- (a) the Customer may only do so for Accounts which are denominated in euro; and
- (b) the Customer may inform the Bank at any time that no SEPA direct debits are to be made from its Accounts. The Customer must comply with the terms of its mandates and resolve any dispute regarding any payment directly with the party to the relevant mandate.

2.2 Information on the payment operation governed by the SEPA schemes (SCT, SCT Inst, SDD Core and SDD B2B), the Customer's rights under such schemes and the contractual relationship governing the aforementioned products is available from: <https://www.gbm.hsbc.com/en-gb/solutions/sepa>.

The contractual relationship governing the SEPA Direct Debit (Creditor) product is also supplemented by the SEPA Direct Debit Core Scheme Rulebook and the SEPA Direct Debit B2B Scheme Rulebook.

3 Payment Services

3.1 This clause amends and/or supplements each relevant Relationship Document when the European Union (Payment Services) Regulations 2018 (the “**Regulations**”) apply to the Services being provided under such Relationship Document.

3.2 The Bank's Payment Services Guide <https://www.business.hsbc.com/-/media/media/global/pdf/psd-information-and-guide.pdf> sets out details of the information which the Customer needs to provide and how long a payment will take to reach the payee's bank.

3.3 The Bank can stop the use of a payment instrument on reasonable grounds relating to:

- (a) the security of the payment instrument;
- (b) the suspected unauthorised or fraudulent use of the payment instrument; or
- (c) the Customer's ability to repay any credit advanced to the Customer.

3.4 If the Customer receives a payment, the Bank may deduct the Bank's reasonable charges from such payment before crediting the Customer's account. The Bank will provide details of the original sum and the deducted charges in the Customer's statement (or by other means agreed with the Customer).

3.5 In this Clause “**TPP**” means a payment initiation service provider or account information service provider which is authorised by or registered with the Central Bank of Ireland or another EEA regulator or otherwise permitted by law to access information on accounts and/or give the Bank the Customer's Instructions to make payments from accounts

which are accessible online.

(a) Notwithstanding anything else to the contrary in the Relationship Documents, the Customer may instruct a TPP provided that, before entering into an agreement with a TPP, the Customer has checked it is authorised. If the Customer instructs an unauthorised third party, the Customer will be responsible for any loss suffered as a result.

(b) Any Instructions from a TPP shall be deemed to be valid instructions from the Customer and shall be treated in the same way as an Instruction given by an Authorised Person.

(c) The Bank may deny a TPP access to an account for justified and evidenced reasons relating to unauthorised use or fraudulent activity by that TPP. The Bank will inform the Customer before doing so (or, where that is not reasonably practicable, afterwards) in whichever manner the Bank considers most appropriate. The Bank will not inform the Customer where it would compromise the Bank's reasonable security measures or otherwise be unlawful.

3.6 The provisions of the Regulations which can be disapplied by law do not apply to the Relationship Documents.

This includes all the provisions of Part 3 and regulations 86(1) and (2), 88(5) and 6, 96, 98, 100, 101, 104 and 112 of the Regulations and the relevant period for the purposes of regulation 95 is 60 days from the date of the statement.

4 The General Data Protection Regulation Conditions

4.1 The following capitalised terms shall have the following meanings when used in this clause 4.

Customer Personal Data means Personal Data shared or to be shared by the Customer with the Bank pursuant to the Relationship Documents.

Data Protection Legislation has the meaning set out in the Definitions Clause of the Master Services Agreement and references to “controller”, “Data Subjects”, “Personal Data”, “Personal Data Breach”, “process”, “processing” and “processor” have the meanings set out in and will be interpreted in accordance with the Data Protection Legislation.

4.2 The provisions governing data protection are available from the following website: <https://www.business.hsbc.com/-/media/media/global/pdf/gdpr-information-and-guide.pdf>.

4.3 Where the Bank is acting as a data controller, all Personal Data is collected, stored and otherwise processed in accordance with the HSBC Privacy Notice which is available for consultation at the following address: <https://www.business.hsbc.ie/en-gb/regulations/gdpr> and also available upon request from your usual contact.

4.4 In addition to Clause 3.1 of the Confidentiality and Regulatory Annex, the Customer warrants and represents that the Bank is entitled to process Customer Personal Data in accordance with the Relationship Documents, that the Customer Personal Data has been and shall be used in accordance with Data Subject rights, including the right to be informed, and that the Bank's processing of Customer Personal Data will not cause the Bank to breach any Data Protection Legislation, and that the Customer Personal Data is accurate and up-to-date.

4.5 The Bank shall be entitled to transfer, or otherwise permit access to, the Customer Personal Data outside the EEA provided that the transfer satisfies the requirements of Data Protection Legislation and is subject to appropriate safeguards.

5 **The Deposit Guarantee Scheme (the "Fonds de Garantie des Dépôts et de Résolution")**

In respect of Accounts (as eligible) opened with the Bank, for the purposes of the "Fonds de Garantie des Dépôts et de Résolution" (the FGDR), by signing the SAF (Service Amendment Form) or the RAF (Relationship Acceptance Form) the Customer acknowledges having received the FGDR general information factsheet."

6 **Regulatory Disclosure**

HSBC Continental Europe, Ireland is a registered business name of HSBC Continental Europe, a branch registered in Ireland (registration number 908966) having its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 P820 and regulated by the Central Bank of Ireland for conduct of business rules. The branch is registered by HSBC Continental Europe, a company incorporated under the laws of France as a société anonyme (SIREN number 775 670 284 RCS Paris), having its registered office at 38, Avenue Kléber, 75116 Paris, France.