These Terms form the basis of the contract between you and us as regards to the current, savings, call & term deposit, saving certificate, loan, overdraft and/or credit/debit card accounts you hold with us, and their operation.

Personal accounts must not be used for business purposes. These Terms create legally binding obligations upon you.

Section 1 – General Terms and Conditions

1. Definitions

In these Terms, the following words and expressions shall have the following meanings:

“we”, “us” and “our” refer to HSBC Bank Egypt. Our “branches” means those branches of HSBC Bank Egypt situated in the Country.

“account” means each and every personal current, savings, call & term deposit, saving certificate, loan, overdraft and/or credit/debit card account which we operate for you at your request/instruction through one of our branches (or electronically) as may be applicable in the context in which it appears in these Terms.

ATM means an Automated Teller Machine or self-service machine operated by us or another financial institution.

ATM Card means a card issued to the cardholder with a corresponding PIN (Personal Identification Number) issued by the bank. The ATM card is used to access your account(s) electronically through ATM (Automated Teller Machines) connected to PLUS (Global ATMs) and/or 123 networks.

Debit Card means a Debit Chip card which combine the functions of both ATM cards and Credit cards with a corresponding PIN (Personal Identification Number) issued by the bank. The cardholder can access his account(s) electronically to pay for every day purchases at retail outlets as well as withdraw cash from ATMs all over the world displaying the Visa/Plus logo.

Call Centre means the customer service call centre operated by us 24/7 which can be reached within the Country on telephone number 19007.

Country means the Arab Republic of Egypt.
HSBC Group means HSBC Holdings PLC, its subsidiaries, and associated companies.

Joint Account means an account opened pursuant to a joint account signing authority with two or more account holders and as otherwise provided for in clause 13 and elsewhere in these Terms.

Personal Internet Banking Password means the password created and altered by you from time to time, to enable access to your account via the Personal Internet Banking Service.

Personal Banking Number means the User ID issued to you so as to enable you to access your account via the Personal Internet Banking Service and the Phone Banking Service (using also either your Personal Internet Banking Password or Phone Banking PIN as applicable).

Phone Banking PIN means the personal identity number issued to you, and may be altered by you from time to time, to enable access to your account via the Phone Banking Service and to register for the Personal Internet Banking Service.

PIN means the Personal Identity Number issued in respect of an ATM/Debit Card or Credit Card

Our “website” means www.hsbc.com.eg

“Working days” means those days our branches are normally open for business, and excluding Fridays, Saturdays and public holidays.

2. Changes to our account terms and conditions and your deemed acceptance thereof

2.1. These Terms are a revision and consolidation of our General Terms and Conditions for the Operation current, savings, call & term deposit, saving certificate, loan, overdraft and/or ATM/credit/debit card account Terms and Conditions and replace all earlier versions.

2.2. Signature by you on our personal banking application form, and/or your continued operation of our personal banking services after you have received a copy of these Terms, shall constitute your acceptance of these Terms.

2.3. These Terms are applicable to each and every personal account held by you, and to all banking transactions relating to your personal account(s), but without prejudice to any special conditions agreed between us and you in writing in relation to any particular account.
2.4. We reserve the right in our sole discretion to amend these Terms at any time as we may see fit after giving you reasonable notice. Notice of any amendments shall be by such means as we consider reasonably appropriate (and applicable in the circumstances) and shall constitute due notice to you of the amendments with effect from the date stated therein. Subject to exercising your rights pursuant to paragraph 2.5, any operation by you of your personal account, or use of any of our personal banking services (e.g. Phone Banking, Personal Internet Banking or Credit Card services) in respect of your personal account, after the date upon which any amendment to these Terms comes into effect (as specified in our publication), will constitute acceptance without reservation by you of such amendment.

2.5. If at any time you find any amendment to these Terms to be to your disadvantage, and you prefer to close your account with us, then providing you give us written instructions to close your account within 30 days of receiving our notice of the amendment coming into effect, we shall not apply such amendments to your account (unless we are bound to do so by operation of law, or applicable banking regulation).

3. How we handle your personal information

Confidentiality

3.1. Information we hold about you may be shared within the HSBC Group as we see fit, and as these Terms provide, but shall not be disclosed to anyone outside of the HSBC Group, other than where:

3.1.1. we are legally required to disclose them;

3.1.2. we have a public duty to disclose them; or

3.1.3. the disclosure is made with either your express consent or with your deemed consent as provided by your acceptance of these Terms.

Credit Reference Agencies

3.2. You agree that we may share your information with credit reference agencies (including credit bureaus operated by banking regulators in the jurisdiction of the Country), and to use other information available from public sources, to verify your identity and suitability for an account. If you apply for a current account or for credit facilities, we may use details of your credit history to assess your ability to meet your financial commitments.

إننا إذ نحتفظ بالحق في القيام وفقاً لمطلق اختيارنا بتعديل هذه الشروط في أي حين نرى ذلك ملائماً، وسنقوم بتطبيق الإخطار الخاص بتعديلات بالمرتبة التي تراها ملائمة (حسب الظروف)، وسنوزع الإخطار المذكور (احتياجكم لتعديلات عبر البريد الإلكتروني) بمثابة إخطار ملائم بتلبية ما يؤجج لكم مصالحتكم في حقشو للنظر (3-2)، فإن أي تطلقي من جناكم لحسابكم الشخصي أو أي استخدام لأي خدمات مصرفية شخصية للأفراد لدينا (كخدمات التعامل البنكية عبر الهاتف أو التعامل البنكي الشخصي للأفراد عبر الشبكة الدولية أو التعامل باستخدام بطاقة الدائن / الائتمان) فيما يتعلق بحسابكم الشخصي، وذلك بعد تلقي أي تعديل لهذه الشروط (فهما هو محدد في نشرتنا)، سيكون بمثابة قبول قبول دون أي تخلفات من جناكم بشأنه.

إذا وجدتم في أي حين أن أي تعديل في هذه الشروط يكون في غير صالحكم، وفضلتم إغلاق حسابكم لدينا، فإن تقوم حينئذ بتطبيق تلك التعديلات على حسابكم (ما لم نكن ملزمين بتلقيه في القانون أو النواحي المصرفية البارزة)، على أن يتم تطبيقها على جميع تفاصيل ذات النية باعتباركم حسابكم وذلك في غضون (30) ثلاثين يوم من تاريخ استلام اخطارنا بتنفيذ التعديل.

3. كيف نتعامل مع معلوماتكم الشخصية

السرية

بالتالي للمعلومات التي لدينا بشأنكم، فيجوز تداولها في حدود مجموعة إتش إس بي سي حسبما نراه ملائماً ووفقاً لما نتص عليه هذه الشروط، ولكن لن يتم الإفصاح عنها لأي كيانات أخرى خارج مجموعة إتش إس بي سي، ما لم:

- نكون ملزمين قانوناً بالإفصاح لهم;

- يكون علينا التزام رسمي عام بالإفصاح لهم، أو

- يكون الإفصاح قد تم بهوافقة صريحة منكم أو حال اعتبار موافقتنا قد صدرت من واقع قبولكم لهذه الشروط.

وكالات مرجع الائتمان

إنكم توافقون على أن يجوز لنا تداول معلوماتكم مع وكالات مرجع الائتمان (بما في ذلك مكاتب الائتمان التي يتم إدارتها وفقاً للوائح مصرفية في نطاق البلد)، وأن نستخدم أي معلومات أخرى متاحة من مصادر عامة للتحقق من هويتكم وعملاكم الإيجابية. وإن تقدمت بطلب حق حساب جاري أو إجراء تسهيلات إضافية، فيجوز لنا استخدام تفاصيل التاريخ الائتماني لكم للتفصيل على الوفاء بالأمانات المالية.
3.3. You agree that the HSBC Group may use and share within the HSBC Group relevant information about you, your transactions and your relationships with the HSBC Group for credit assessment, customer service, market research, insurance, audit and administrative purposes. This may include information provided by you, or someone acting on your behalf.

3.4. You agree that we may use the HSBC Group and/or third party agents to provide services on our behalf which may include processing your personal information.

3.5. Whether your information is processed in the Country or overseas, your information will be protected by a strict code of secrecy and security to which all members of the HSBC Group, its staff and third party agents are bound to adhere.

3.6. You agree that information about you may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations, and fighting crime and terrorism. This may require the disclosure of your information to local or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes. If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

3.7. You agree that the HSBC Group may use and share relevant information about you, your transactions, and your relationships with the HSBC Group and give you information by post, telephone, electronic or other means about products, services and promotions available from the HSBC Group and selected third parties which may be of interest to you.

3.8. We may share information about you to selected third parties if we feel their products and services may be of interest to you. We will ensure that all third parties treat your information as securely as we would.

3.9. You agree that the HSBC Group may also use and share relevant information about you, your transactions and your relationships with the HSBC Group in the way described above to ensure that promotional content displayed to you on screen when you log onto HSBC Group websites is more likely to be relevant and of interest.

Information about products, services and promotions

3.7. You agree that the HSBC Group may use and share relevant information about you, your transactions, and your relationships with the HSBC Group and give you information by post, telephone, electronic or other means about products, services and promotions available from the HSBC Group and selected third parties which may be of interest to you.

3.8. We may share information about you to selected third parties if we feel their products and services may be of interest to you. We will ensure that all third parties treat your information as securely as we would.
Monitoring and recording calls

3.10. To ensure that we carry out your instructions accurately, to help us to improve our services, and in the interests of security, you agree that we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

Banker’s References

3.11. We will obtain your consent before providing a bank’s reference about you, and if we receive a request for such a reference from another financial services institution we shall provide information required to verify your identity for money laundering prevention purposes.

4. Safeguarding your account against fraud and other criminal activity

4.1. You must take all reasonable precautions to prevent fraudulent use of any of your cards (i.e. ATM/Debit or Credit Card), cheques and security details (including your PINs, Personal Banking Numbers, passwords or other details including those which allow you to use our Personal Internet Banking, Phone Banking and/or Credit Card services). These precautions include, but are not limited to:

4.1.1. signing each card as soon as you receive it (if it bears a signature strip); and

4.1.2. keeping your cheques in a secure place; and

4.1.3. keeping your cards and security details safe; and

4.1.4. not allowing anyone else to have or use your cards, cheques or security details; and

4.1.5. not disclosing any card numbers and security details except when using the cards to make payments, or when registering or resetting your PIN, Phone Banking PIN, Personal Banking Number, Personal Internet Banking Password, or other security details; and

4.1.6. not tampering with any card; and

4.1.7. destroying the PIN advice immediately after receipt; and

4.1.8. never writing your PIN on your card or any other item normally kept near your card; and

4.1.9. never writing your security details in a way that can be understood by someone else; and

4.1.10. not choosing security details such as sequences of letters or numbers that may be easy to guess; and

Banker’s References

3.11. سوف نحصل على موافقتكم قبل تقديم أي مرجع مصرفي بناتك، وإن وردنا طلب بشأن هذا المرجع المصرفي من إحدى مؤسسات الخدمات المالية الأخرى، سوف نوفر المعلومات المطلوبة للتحقق من هويتكم وذلك لأغراض منع غسيل الأموال.

4. حماية خدمهكم من عمليات الاحتيال والأنشطة الإجرامية الأخرى

4.1. عليكم اتخاذ كل ما هو ملائم من الاحتياطات لمنع استغلال أي بطاقة من بطاقات الصرف الآلي المدينة أو البنك (أي بطاقات الصرف الآلي المصرفية أو البنك)، أو إغفال بطاقات دفع أو إصدار رقم تعريف هويتك أو أرقام المعلومات الشخصية للأفراد، أو كلمات المرور أو أي معلومات أخرى كافية لتفعيلها من خلال استخدامها للمعاملات البنكية الشخصية عبر الإنترنت أو خدمات التعامل المصرفية عبر الهاتف أو خدمات الائتمان)، ومن ضمن هذه الاحتياطات على وجه العموم ما يلي:

4.1.1. توقيع كل بطاقة بمجرد استلامها (إن كانت تحتمل مذيلة للتوقيع)،

4.1.2. وحفظ شيككم في موضع آمن،

4.1.3. والحفاظ على سلامة بطاقاتكم وبياناتهم الأمامية،

4.1.4. وعدم السماح لأي شخص بالحصول على بطاقاتكم أو شيككم إذا استخدمها،

4.1.5. وعند الإصدار عن أي أرقام بطاقات أو بيانات أمانية إلا عند استخدام البطاقات لسداد دفعات أو عند التسجيل أو إعادة تشغيل أو إصدار رقم الهوية الشخصية لكم أو رقم الهوية الشخصية للمعاملات البنكية عبر الهاتف أو رقم العاملات البنكية الشخصية للأفراد أو كلمة المرور للمعاملات البنكية الشخصية للأفراد عبر الشبكة الدولية أو أي تفاصيل أمانية أخرى،

4.1.6. وعند العبء بأي بطاقة،

4.1.7. والالتزام من إشعار رقم بان الهوية فورًا بعد استلامها،

4.1.8. وعد تدرين رقم بان الهوية على البطاقة مطلقاً، أو على أي شيء يوجد في المعاد بالقرب من بطاقةكم،

4.1.9. وعند تدرين بياناتكم الأمامية على نحو يمكن من خلالها فهمها من قبل أي شخص آخر،

4.1.10. عدم اختيار بيانات أمانية كالحروف أو الأرقام المستخدمة التي يسهل تعميمها، و
4.1.11. taking care to ensure that no one overhears or has sight of your security details when you use them; and

4.1.12. not disclosing your PIN for mail order payments or when paying for goods and services over the telephone or through the Internet; and keeping card receipts and other information about your account containing personal details (such as statements) safe and getting rid of them safely. (N.B. People who commit fraud use many methods such as "bin raiding" to get hold of this type of information. You should take simple precautions such as shredding paper containing such information; and

4.1.13. Complying with all reasonable instructions we issue regarding keeping your cards, cheques and security details safe.

4.2. If you lose any of your cards, passbook, chequebook or electronic banking security details, or they are stolen, and/or you suspect that some unauthorised person has used or tried to use them, please inform us as soon as you can by telephoning our Call Centre (lines are open 24 hours). If asked, you must confirm in writing to us details of the loss or theft as soon as reasonably practicable.

4.3. If you no longer require any of your cards and/or any unused cheques, then you must return them to us.

4.4. We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your cards and/or accounts. We may ask you to report any unauthorised transactions to the police. We may also disclose information about you or your account to the police or other third parties if we think it might help prevent or recover losses.

4.5. If you find any of your cards after having called us to report its loss, you must not use it again. As soon as practicable, you must return it to us.

4.6. To help us prevent fraud, you must advise us immediately if you do not recognise any transactions shown on your statement. Unless you tell us about any transactions that you do not recognise, we will treat all transactions on the account as yours.

4.2. إذا فقدت أي بطاقة من بطاقاتك أو دفتر كلمات السر أو دفتر الشيكات أو أي بيانات مستخدمة في تأمين بطاقاتك البنكية الإلكترونية أو إذا اكتشفت أي منها فقد، فعليك التوجه إلى مكتبنا فوراً، وإذا سرقك أو حاول استخدامها، فإننا نطلب منك تزويتنا بمعلومة عن فقدانك أو سرقتك للبيانات. وفي حالة وجود شك في أن هناك شخص غير معتمد قد استخدم تلك البطاقة أو حاول استخدامها، فإننا نطلب منك تزويتنا بمعلومة عن فقدانك أو سرقتك للبيانات.

4.3. إذا لم تعودوا في حاجة لأي بطاقة من بطاقاتك أو دفتر كلمات السر أو دفتر الشيكات أو أي بيانات مستخدمة في تأمين بطاقاتك البنكية الإلكترونية أو إذا اكتشفت أي منها فقد، فعليك إعادتها لنا.

4.4. سوف نطلب منكم التعاون معنا ومع الشرطة فيما يتعلق باستعمالك غير المستحيل لمعلوماتك الشخصية أو بيانات البطاقة أو حسابات تجاريتك، ونطلب منكم تزويننا بمعلومة عن فقدانك أو سرقتك للبيانات أو أي غيرها من المعلومات الشخصية أو حسابات تجاريتك، ونطلب منكم تزويننا بمعلومة عن فقدانك أو سرقتك للبيانات أو أي غيرها من المعلومات الشخصية أو حسابات تجاريتك.

4.5. إذا عثرت على أي من بطاقاتك بعد أن أبلغتنا هاتفياً بأنها فقد، فإننا نطلب منكم إعادة بلاطتك مرة أخرى، بل ينبغي أن تزودوا بطاقة جديدة.

4.6. لنتمكن من عرقلة أي عمليات احتيال، ينبغي عليكم إعطائنا معلومة عن فقدانك أو سرقتك للبيانات أو أي غيرها من المعلومات الشخصية أو حسابات تجاريتك، فأخبرنا بكشف الفraud، فإننا نطلب منكم إعادة بلاطتك مرة أخرى، بل ينبغي أن تزودوا بطاقة جديدة.
5. Important provisions relating to your account and its operation

Set-off

5.1. If any accounts you hold with us (or any member of the HSBC Group) are in credit, we may use the funds in any of them to reduce or repay any amounts you owe on any other accounts you hold with us (or any member of the HSBC Group) anywhere (including any card accounts and any joint accounts) whether or not those accounts are in the same currency. If we decide to do so, we will tell you why and when it has been done; and in doing so, we may (and you irrevocably authorise us to):

5.1.1. bring to an end any fixed deposit period applying to any of the accounts you hold with us and adjust any interest payable by us;

5.1.2. convert to the currency of the Country at the prevailing market rate of exchange any balance that is in a currency other than that of the Country; and in doing so we will have no liability to you.
Nothing in this paragraph will prevent us from exercising at any time any other right of set-off, or right of combination of accounts, to reduce or repay any liability you owe to us.

Freezing your account

5.2. It is a condition of your current account that you hold a valid residency visa for the Country. If we reasonably believe that you have or may shortly lose your entitlement to reside in the Country or your primary source of income then we may freeze or block monies in your account until you provide satisfactory evidence to us of your right to remain in the Country.

Gross Default

5.3. A default or breach by you of any of your obligations in respect of any account or other service provided by us will operate as a breach of all your agreements with us and we may cancel all or any of your facilities, demand payment in full or exercise any other remedy available to us in these Terms or under any law of the Country.

Eligibility

5.4. You agree that we may transfer you from any of your existing accounts to another account we believe is appropriate for you if any of your existing accounts is no longer going to be offered by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account and you do not meet this.

Changes

5.5. We may change our banking hours, banking practices, availability of branches and similar matters by giving you notice as we deem appropriate in our branches, by notice in the national press, by post (which includes messages sent with your statements), or by electronic means (which includes messages sent by SMS text, email or via our secure e-message service).

Dormant Accounts /Unclaimed Balances

5.6. In accordance with instructions of the regulatory body in the Country, all your accounts which do not involve any actual debit or credit transactions for the periods of time specified hereunder, and in respect of which accounts we are unable to contact you because the contact details we hold for you on file are no longer applicable (and we have no other knowledge of your whereabouts), will be considered dormant accounts and placed under supervision:

- one year for current and saving accounts;
- two years for term deposit accounts.

لم يرد في هذه الفقرة ما قد يمنعنا من ممارسة أي حق بإجراء مقاصة في أي حين أو أي حق في دمج الحسابات الخاضعة أو استرداد قيمة أي التزام عليكم لنا.

تجمل حسابكم

5.2. بالنسبة لحسابكم الجاري، يشترط أن يكون لكم تأشيرة إقامة سارية بالبلد. وإن رأينا أنكم قد تنفقون أو ربما تفقنون عن قرب حكم في الإقامة بالبلد أو مصدركم الأساسي للدخل، فيجوز لنا حينذاك تجميد حجوز المبالغ المالية الكائنة في حسابكم حتى يتمكن دليل كافيا بالنسبة لنا على حكم في الفقه بالبلد.

الإخلال الجسيم

5.3. يعد الإخلال أو الإخفاق من جانبكم في الوفاء بأي من التزاماتكم المتعلقة بأي حساب أو أي خدمة أخرى توردها لكم بناءةً على اتفاقك معنا، ويوجز لنا حينذاك إخلال كافة الألتزامات، أو ممارسة حقوقنا في قضائنا أي تعويض مستحق لنا بهذه الشروط وفوقا لأحكام القانون الساري بالبلد.

التاهل

5.4. علىكم الموافقة على أنه يجوز لنا تحويلكم من أي حساب قائم يحصده إلى حساب آخر مثاليةً لكم، وإن لم ت يعد أي مصارف ذات مبانوات قد تعرضوا، أو إذا أصدرنا معايير تأهل جديدة أو أجروا تغيير في معايير التاهل الخاصة بذلك الحساب، ولم تكنوا متوافرين.

التغييرات

5.5. يجوز لنا إجراء تغيير في ساعات العمل المصريّة لدينا وكذا في المصارف الأخرى، وتوفير الفروع وما شابه ذلك من أمور، على أن يتم ذلك بموجب إخطار يُرسل وفق ما نراه مناسباً سواء من خلال فروعنا أو بإعلان في الصحف القومية، أو بالنشر في الرسائل المرسلة من شركائنا، أو بالرسائل الإلكترونية (وتشمل الرسائل عبر الرسائل القصيرة عبر الجوال "إس إم إس" أو البريد الإلكتروني، أو عبر خدمة الرسائل الإلكترونية المؤمنة لدينا).

الحسابات الخالية/ الأرصدة غير المحركة

5.6. في حساباتكم التي لا يجري بها أي عمليات فعلية بالنسبة للسحب أو الإيداع خلال الحد الزمني المحددة، والتي بصفتها تجاوز على الاتصال بكم نتيجة لأن بيانات الاتصال الكاملة لدينا لم تعدل بعد وفقاً لأحكامنا، تعتبر هذه الحسابات في حكم الحسابات الخالية وسعتو تحت الجرائم والإرشادات:

- عام واحد بالنسبة للحسابات الجارية وحسابات الادخار
- عامان بالنسبة للحسابات الإعدادية لاجل
5.7. We shall not be responsible to you for any loss you may incur if we, or any of our agents or correspondents are prevented from or delayed in providing you with any banking or other services due to strikes, industrial action, failure of supplies or equipment or other causes beyond our reasonable control including force majeure events as provided by law.

Assignment/Transfer of Rights

5.8. You agree that we may transfer all or any of our rights in relation to your account, and/or any of our obligations thereto, to another member of the HSBC Group or to third party entities that we reasonably consider capable of performing them.

5.9. You may not transfer any of your rights or obligations in relation to your accounts or transfer or assign any account or deposit (other than transfers or assignments to us in accordance with these Terms or otherwise as may be agreed by us).

Waiver

5.10. We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these Terms subsequently at any stage.

Governing Law

5.11. Your account(s) with us, and your use of our services as envisaged in these Terms are governed by the laws of the Country.

6. Contacting you

6.1. For the purposes of telling you about changes to these Terms or interest rates that apply to your account and/or generally communicating with you about the day-to-day maintenance of your accounts, products and services, and/or contacting you for service or operational reasons, we shall use the last contact details you have provided to us (unless otherwise agreed) including your postal address, telephone/mobile number(s) and/or email. If you are registered for our Personal Internet Banking service, we may also seek to contact you using our secure e-message facility for these purposes.

6.2. You must ensure that the contact details you provide are complete and accurate, and that you notify us promptly of any changes.
6.3. Please remember that our communications to you may contain confidential information and if, for example, anyone else has access to your email inbox or your mobile telephone messages, they may be able to see these communications. If you would prefer that we do not contact you for service or operational reasons by email or mobile SMS text message or secure e-message please let us know. We will try to use your preferred channels of communication wherever possible, but you may continue to receive important service messages via these channels, for example, when we need to contact you urgently.

6.4. Any written notice, demand or other formal communication by us to you which we deem fit to serve shall be delivered to you by hand or sent by registered post to the correspondence address provided by you in our account opening application (or such other address as you may notify us subsequently in writing from time to time). Such notices shall be deemed to have been duly served, in the case of delivery by hand, at the time of such delivery and, in the case of posting, 5 working days after the date of posting.

7. Contacting us

7.1. You may contact us by telephone, post, or by visiting us at any of our branches or ‘on-line’ at our website. In any correspondence with us, your account number must be quoted.

7.2. Wherever in these Terms we ask you to telephone us, we mean please call our Call Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

7.3. Any written notice, demand or other formal communication by you to us which you deem fit to serve must be delivered by hand to a customer service representative at one of our branches, or sent by registered post to your branch manager at our correspondence address as provided on our website and shall be deemed to have been duly served, in the case of delivery by hand, at the time of such delivery and, in the case of posting, 5 working days after the date of posting.

8. How to complain to us

8.1. If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence.
8.2. Customers wishing to complain about the standard of service provided by the Bank or about a possible Bank mistake should notify the Bank as soon as possible. The Bank will investigate the complaint and where appropriate, take steps to remedy the situation and prevent a recurrence. Complaints should be addressed to the manager of the Customer’s branch, or the manager of the department in question, the Bank's Call Centre or through the Bank’s website.

9. Closing your account

9.1. If you wish to close or change your account, at any time, you (meaning all of you for joint accounts) must tell us in writing or by going into your local branch.

9.2. We shall require you to repay any money owed to us, including the amount of any cheques you have issued and card transactions you have made which are paid by us after you have instructed us to close your account, together with any charges accrued. Credit Card transactions may take up to 45 days to be debited to your account.

9.3. If we wish to close your account for whatever reason, we will give you at least 30 days notice in writing unless there are circumstances which justify us in closing the account on earlier notice. We will repay any credit balance to you. You would be obliged to return any cards and unused cheques that we have issued to you on the account.

9.4. If you maintain a zero balance in any of your accounts for 90 consecutive days or more, our systems will automatically close that account without giving you notice (other accounts which do not have a zero balance shall not be affected). If for whatever reason you anticipate a period of inactivity in any of your accounts, and wish to avoid it being inadvertently closed, we would recommend maintaining at least some balance in the account. If an account is automatically closed by our systems, we shall not be able to activate a new account with the same exact account number as the one that was automatically closed.

10. Death or incapacity

10.1. In the event of your death, incapacity or bankruptcy (or other analogous event or proceedings) (or, in the case of a joint account, any person identified as one of the joint account holders), we shall not be liable for any loss pursuant to such an event which may arise from any dealings on your account(s) unless and until we have received written notice of the same together with satisfactory documentary evidence as determined by us. Upon receipt of such evidence, we shall suspend all dealings on the account(s) (except for receiving any sum to be credited to your account) until we receive further instructions in the form of a sealed Court Order from a competent Court in the Country.
1. The Terms and Conditions set forth herein govern all transactions between HSBC Bank Egypt S.A.E. (the Bank), which expression shall include its successors and assigns) and the person or persons signing the Account Opening Form (the Customer). Signature by the Customer on the Account Opening Form shall constitute acceptance of the Terms and Conditions herein, as amended from time to time. These General Terms and Conditions are applicable to each and every account held by the Customer irrespective of any special conditions agreed by the Customer in relation to any individual accounts. The customer acknowledges having reviewed the Terms and Conditions.

2. The Customer hereby declares that he/she/it is the sole account holder and the sole beneficiary of such an account and that he/she/it shall not deposit or accept the deposit of any funds coming from unknown, suspicious or illegitimate source. The Customer is committed to inform the Bank about any of such deposits and will not dispose of those funds. Furthermore, he/she/it undertakes to provide the Bank every three years at the latest or upon any change with all his/her/its personal data/information similar to which was required at the time of opening the account and/or any data/information that the Bank might request at any point of time and periodically continue providing such data on a regular basis.

3. The Customer shall not allow any account to become overdrawn except with the prior written approval of the Bank. Without prejudice to the foregoing, the Customer shall pay interest on any overdraft at the rate or rates determined by the Bank from time to time calculated on the daily debit balance on any overdrawn account. Interest shall be debited to the account at the end of each month or at such other intervals as the Bank may decide from time to time. The Customer shall repay any overdraft together with all interest and other charges immediately upon demand by the Bank.

4. For Current Accounts, the Bank may at its discretion provide the Customer with a cheque book. Cheque books will be held at the Customer’s branch for collection. The Customer shall exercise due care when drawing any cheque and shall be bound by the conditions as may be amended from time to time, printed on the inside front cover of the cheque book. The Bank shall not be held liable for inadvertence or oversight in the payment of a future value dated cheque or its failure to act on a Stop Payment Order. If within a twelve month period the number of cheques returned equals/exceeds the limit set by the Bank from time to time, the Bank will close the account and collect from the Customer any unissued cheques. The Bank has the right to destroy a cheque book if it was not collected by the Customer after 30 days of the issuance date. Moreover, the customer shall incur all expenses in relation thereto.

Section 2 – General Accounts

Operation of the Account

1. The Terms and Conditions set forth herein govern all transactions between HSBC Bank Egypt S.A.E. (the Bank), which expression shall include its successors and assigns) and the person or persons signing the Account Opening Form (the Customer). Signature by the Customer on the Account Opening Form shall constitute acceptance of the Terms and Conditions herein, as amended from time to time. These General Terms and Conditions are applicable to each and every account held by the Customer irrespective of any special conditions agreed by the Customer in relation to any individual accounts. The customer acknowledges having reviewed the Terms and Conditions.

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6. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties and any charges contained in any relevant tariff or agreement including without limitation, all charges for dishonored cheques, stopped cheques and interest on any debit balance (whether authorized or not). The Bank reserves the right to levy a service charge if any qualifying balances on any account fall below the required minimum during a calendar month, as determined by the Bank from time to time.

7. Deposits and withdrawals may be made at any branch of the Bank in Egypt subject to production of satisfactory evidence of identity or at any on-site or off-site Automated Teller Machine (ATM) of the Bank by use of the Bank’s ATM/Debit/Credit Card subject to availability of the deposit option on a particular Automated Teller Machine.

8. For Savings Accounts, the account holder must be present in person to make cash withdrawals and must give his instructions on the printed form supplied by the Bank. No withdrawals may be made by cheque or other instruments except for withdrawals made by using the ATM Card / Debit Card. The Bank recognizes no owner of a deposit other than the person / persons in whose name / names the account has been opened.

9. The Customer accepts all costs, expenses and risks whatsoever in connection with any account denominated in a foreign currency including without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto.

Withdrawals in foreign currency notes shall be subject to their availability at the Bank’s branch. The Bank reserves its right to charge the Customer commission on cash deposits or withdrawals to/from foreign currency accounts if such deposits or withdrawals are in the same currency as the account. Conversion from one currency to another shall be at the Bank’s rate of exchange as determined by the Bank from time to time.
10. The Bank is authorised to debit and charge to the account all cheques, orders and payments (other than orders and payments governed by Clause 17 of the section headed Electronic Banking) duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer whether or not such account is in credit and whether or not such account is or may become overdrawn or an existing overdraft in the account is increased as a consequence thereof, without prejudice to the Bank’s right to refuse to extend such overdraft to the Customer.

11. All exchange operations and sales or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer.

12. Acting as the Customer’s collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, cheques, bank drafts, and other similar payment instruments of deposit, provided they are made out in favor of the Customer or endorsed to their order. For this purpose, the Bank’s offices, correspondents or other agents appointed by the Bank shall be deemed to be the Customer’s agents.

13. The Bank or its agents shall not be held liable for the loss, mutilation or dishonor of a cheque or other instrument or for failure to credit, late presentation, granting time, any delay in crediting the account or non payment and return of cheques or other instruments. Proceeds of cheques or other instruments shall not be available for withdrawals until collected by the Bank. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally credited or credited subject to confirmation and realisation, which are subsequently unclaimed.

14. The Bank shall not be liable or responsible for failure to give notice of non payment or dishonor of any cheque, or for any claims, losses or expenses which may arise as a result of returning a dishonored cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the account with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the account and is subsequently unclaimed, whether or not the cheque itself can be returned.

15. 10. يكون للبنك صلاحية إجراء خصم من الحساب وتحميله بقية كافة الشيكات والأوراق والدفعات (خلاف الأوامر والمدفوعات الخاصة للأعمال البنوك (17) (من الفصل المعنون “خدمات البنك الإلكترونية”) والتي يتم توقيعها طبقاً لصلاحية أو صلاحيات التوقيع البارزة التي يمنحها العمل للبنك، سواء كان ذلك الحساب حساباً دائناً بل وسواء كان ذلك الحساب حساباً مكشوفاً (منجاولاً أحد الانشامل) أو قد يصير مكشوفاً كان السحب الحالي على المكشوف بالحساب متزود سنة كتبية لذلك، هذا بدأ يتحدى ما هي الفائدة في أي يرفض توفير ذلك على المكشوف للمستخدمين

11. بالنسبة لأعمال العمل، وذالERVERET US المعاملات بيع أو شراء الأوراق المالية التي يتوفر البنك بناء على الفائدة، تكون هذه المكشوفات على سبيلية الفائدة وعلى نفسه

12. بالنسبة لعملية الصرف، وكذا عمليات بيع أو شراء الأوراق المالية التي يحررها البنك نيابة عن الفائدة، تكون هذه المكشوفات على سبيلية الفائدة وعلى نفسه

13. لا يتصل البنك أو وكالاته السنوية عن فقد أو تشوه أو فرض أي شيك أو أي سند آخر عن السحب من مكشوف أو سندات أخرى للصرف من الأموال، ولكن دون تحليل أي مستوى إلا يمكن تحققها بناءً على تسوية، وشريعة أن تصدر أصل التأكد من التحويل أو يتم تطبيقها والمصادقة عليها لأمر، وهذا الغرض تكون مكشوف البنك ومراسلوه وغيرهم من الوكالات المعينين من قبل، بمثابة وكالة للعمل

14. إن يتصل البنك أو وكالاته السنوية عن فقد أو تشوه أو فرض أي شيك أو أي سند آخر عن السحب من الأموال، ولكن دون تحليل أي مستوى إلا يمكن تحققها بناءً على تسوية، وشريعة أن تصدر أصل التأكد من التحويل أو يتم تطبيقها والمصادقة عليها لأمر، وهذا الغرض تكون مكشوف البنك ومراسلوه وغيرهم من الوكالات المعينين من قبل، بمثابة وكالة للعمل
16. In respect of joint Accounts, the liability of each such person identified as one of the account holders shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one such person hereunder to the Bank shall not be discharged or affected in any way (a) by reason of invalidity, voidability or unenforceability as regards any other such person or any security which the Bank may hold in respect of the account or any part thereof or (b) by the Bank’s releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other such person.

17. The Bank may at any time liquidate any investments and apply any credit balance to which the Customer is entitled on any account with the Bank in satisfaction of any indebtedness of the Customer at any time to the Bank and all accounts of the Customer with any branch of the Bank (including any indebtedness of the Customer which has been assigned to the Bank by another member of the HSBC Group) shall be treated as one combined account, for this purpose. The Bank is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary to effect such application.

18. All securities, bills, credit balances, deposits and bank notes in any currency, documents, gold or other property of any nature, which are held in the name of the Customer by the Bank, in any of its branches, or which may come into the possession of the Bank, shall be so held as security for the payment of any amount due to the Bank together with all interest and other charges arising under the account or otherwise. The Bank shall have the first right to set off or block such security against the Customer’s indebtedness, of whatever nature. The Customer waives the right to interpose any counter-claim or set-off a litigation of any nature or description between the Bank and the Customer.

15. The rate of interest payable on Savings Certificates, Call Deposit and Savings Accounts and/or any other form of interest bearing account(s) that the Bank may from time to time, shall be available at the Bank’s branches and shall be subject to change without notice. The Customer shall retain the amounts of Saving Certificates with the Bank until the maturity of individual certificate. The premature withdrawal of a Saving Certificate shall render the Deposit subject to a lower rate of interest and a fixed premature withdrawal charge. Interest on all types of Savings Accounts shall be calculated at each month end based on minimum balance maintained during the month. Interest will be credited to the Savings Accounts every three months (January, April, July and October) in arrears. Interest rates on EGP denominated Savings Accounts will be based on tiers where higher balances will get a higher return and vice versa. The Bank has the sole discretion to change interest rates and corresponding tier thresholds. Interest on Call Deposits is calculated on the daily cleared balance and shall be credited to the account every month in arrears. And the Bank reserves its right not to credit any returns on the deposits before maturity.

16. بالنسبة للحسابات المشتركة، تكون مسؤولية كل شخص معرَّف على أنه أحد أصحاب الحساب مسؤولة تضامنية وفردية، ويعين تفسير كل اتفاق تأسيسي بهذا الشأن على هذا الأساس، ولا يجوز إعطاء أي شخص من هؤلاء الأشخاص مسؤولية تجاه البنك أو أي تأثير مستند عليه على أي نحو أو أداة (ب) بسبب سريلات أي إليها أو إبطالها أو عدم فعّالتها في حق أي شخص آخر أو حالتهم سريوًا أو مدى فائدة من ناحية مصالح البنك بشأن الحساب أو أي جزء منه، أو (ب) بسبب مقابلة البنك بذمة أي شخص آخر أو إعاناتهم من تلك المسؤولية أو حال تسويتها معه أو تغييرها بالنسبة له أو إجراء ترتيبات معه بشأنها.

17. يجوز للبنك القيام في أي حين ي نفسه أي استثمارات والت Minhle على أي رصيد ذات نسب مثالية بالعملة في أي حساب لدى البنك وذلك استنادًا لأن أي مودية تجاه العملة في أي حين لحساب البنك، وبالنسبة للحسابات الخاصة بالعملة لدى أي فرع من فروع البنك (عامة أي مودية على العملة تم حوالتها للبنك من جانب أي مصدر آخر من أعضاء مجموعة إتش إس بي سي) سيتم التعامل معها – لهذا الغرض – اعتبارا للحساب مجمع واحد، بل ويُصرف للبنك باستخدام أي مبالغ مالية كافية في الحاجب الدائن أي حساب من تلك الحسابات للشراء أي عمولات أخرى قد تلزم لهذا التنفاذ.

البنك ملالي أو أوراق التموين الموحدة وأوراق النقد المصرفي والورقة البيانات والودائع وأوراق الادخار الصادرة بأي عامل وكالة المستندات والذيب أو أي ملزيات أخرى من أي نوع، والمودعة باسم العملة لدى البنك أو أي نوع من فروع البنك أو مكتب تجارة البنك، فستكون مبادلة مالية حساب نقدًا هو محفظة البنك وفقًا للروابط الأخرى الدائمة بالعملة أو خلافه. ويكون للفك الحاصل الأول في المقاصة أو في تجديد هذا الضمان في ملاحظة أن مودية على العملة من أي نوع، يكون على العملة التأمين على الحق في المطالبة بمقابلة أو أن تتولى أي أشياء قانونية مثل لأي عملية تفاضل من أي نوع أو بأي شكل بين البنك وعملاء.
19. In the event of death, incapacity, dissolution, insolvency or bankruptcy (or other analogous event or proceedings) of the Customer (or in the case of a joint account any person identified as one of the account holders) the Bank shall not be liable for any loss pursuant to which may arise from any dealings on the account unless and until the Bank has received written notice of the same together with satisfactory documentary evidence as determined by the Bank. In such circumstances, the Bank shall suspend all dealing on the account until a duly appointed person has, in the opinion of the Bank, been suitably and legally empowered to deal with the account.

20. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part to action by any government or government agency or other force majeure including, without limitation, strikes, industrial action, equipment failure or interruption of power supplies provided that the Bank shall endeavor to give notice generally to its customers of any anticipated delays by notice in its branches.

21. These Terms and Conditions create legally binding obligations on the Customer that do not contravene other contractual or legal obligations of the Customer.

22. No failure by the Bank to exercise, nor any delay by the Bank in exercising any rights or remedy, shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

23. Each of the provisions herein are severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

24. The Customer may close the account by giving prior notice at any time to the Bank after payment of all monies due to the Bank at the time of such closing of the account. The Bank may close, freeze or suspend dealings on the account after deduction of all monies due to the Bank at the time of such closing of the account and cease the acceptance of funds for the credit of the account, without prior notice to the Customer and without giving any reason and without breach of duty to the Customer either at the Bank’s own instance or at the instance of any court or administrative order.

20. إن يتحمل البنك المسؤولية أمام العميل عن أي خسارة أو ضرر أو تأخير يرجع إلى جملة من أو بشكل جزئي إلى تصرفات إخذه إداريا أو نسبيا أو إلى أي حادث فاقدة قارئة بما في ذلك على وجه العوالم، أو الحدث الإضرار، أو الأحداث الصناعية أو اتفاقات المعدات أو انقطاعات الامدادات الطاقة، على أن يُشترط أن يبلغ البنك مسؤوله جراء إخلال أو مسؤولية بشر أو ما هو موقوف حدوثه من تأخيرات وذلك من خلال الإفلاس في ذلك الوقت. ولن تكون هذه الشروط والالتزامات القانونية ملزمة للعمل، وذلك دونما إخلال بأي التزامات تعاقدية أو قانونية أخرى على العميل.

22. إن يكون إلغاء البنك في ممارسة أي حق أو اقتصاد أي تعويض له أو تأخير في ممارسة هذا الحق أو اقتصاد ذلك التعويض بمثابة تنازل منه عن تلك الحق أو هذا التعويض، بل وإن تكون أي ممارسة فردية أو جزئية لأي حق أو تعويض دون مواصلة ممارسة هذا الحق أو تقييد ممارسة أياً من تلك الحقوق أو التعويضات في هذا الشأن،曚隆银行不得以任何理由或依据任何法律，于未通知客户或任何原因或违反其对客户之任何此承诺或义务，以及任何其他法律或条文。

23. يقوم كل حكم من الأحكام الواردة به الذي يستند إلى هذا النظام أو يتعارض معه، أو يتعارض مع أي حكم آخر، أو يتم إلغاء أي من تلك الأحكام بناءً على أي حال أو أية أحكام منها، فإن يؤثر ذلك على بقية الأحكام على أي نحو أبدًا.

24.جوز التعليم إلغاء الحساب بإرسال إخطار مسبق بنقل البنك في أي حين، على أن يتم ذلك بعد سداد كافة المبالغ المالية المستحقة للبنك لدى إغلاق الحساب. كما يجوز للبنك إلغاء أو تعديل أو إيقاف التعاملات على الحساب بعد خصم كافة المبالغ المستحقة له إلغاء هذا الحساب بل ومن قبول أي مبلغ مالية لإعدادها في الوقت الدائم للحساب، وذلك دونما إخطار مسبق التعليم، وتشمل إلغاء، أو إيقاف دفع أي التزام نحو التعليم، سواء كان ذلك بناءً على صيغة البنك أو بأي قانوني أو إداري بهذا الشأن.
25. Any demand or communication made by the Bank shall be through recorded telephone calls or sent via e-mail or SMS or in writing and made at the correspondence address of the Customer indicated in the Account Opening Form (or such other address as the Customer shall notify to the Bank in writing or through recorded telephone calls from time to time) and shall be deemed to have been served on the date of posting or receipt of the call.

26. These Terms and Conditions shall be governed by and construed in accordance with the Egyptian Law. Any claim or dispute, arising from the relationship between the Bank and its Customer or otherwise shall be subject to the jurisdiction of the civil courts of Egypt in which the branch is situated, but without prejudice to the Bank's general right to take proceedings, where necessary, in any court whatsoever.

27. The Customer hereby authorizes the Bank to respond, at its sole discretion, to any and all enquiries received from any other bankers (including, without limitation, bank references), concerning any and all accounts of the Customer with the Bank, without reference to the Customer. The Customer further authorizes the Bank to disclose any information regarding the aforementioned accounts to other members, associates or agents of the HSBC Group.

28. The Customer acknowledges that it is not allowed that he/she/it issues payment orders or any other payment or transfer instructions....etc by the debit of his/her/its account in favor of a third party without the use of the official bank forms or modes that have been made available by the bank for this purpose.

29. If a Current / Savings account remains without any withdrawal transactions for 12 months, the account shall be considered as dormant, and if it remains dormant for 36 months the account shall be considered as unclaimed, which may require the physical presence at any of the Bank’s branches to reactivate the account.

30. The bank reserves the right without reference to the customer to take necessary action to debit or credit transactions conducted on customer’s account by default.

31. For newly opened Accounts, no abroad transfers shall be effected until the lapse of three months from the date of opening the account. Exceptions may be obtained from Area Managers in case of supporting documents. Supporting documents for operation of transfers may include the following:
   • Documents proving payment of tuitions fees, or healthcare.
   • Documents proving foreigners transferring their salary or income as a result of investments inside Egypt.
32. يمكن للعميل الطلب من البنك في أي وقت تقدم طلب للبنك بتحصيل نفقاته أو مقدمة أخرى من البنك أو الشريك بنظام قرر الرجوع بالبنك، مقدمة أخرى أو بظام شكل أو ب_drawer الشيك، وفقاً للشروط والأحكام الخاصة بالبنك، فإن البنك يحتفظ بحق إما في شراء الشيك (الشيكات) أو أوامر دفع أخرى خاصة بالبنك أو أي شريك آخر بناءً على طلب البنك. ويتعرض البنك عن أي خسائر مباشرة أو غير مباشرة أو أضرار أو تكاليف أو مصاريف قد يتحملها البنك بسبب الأمر الدفع إذا كان البنك قد تمكّن من فرض الخصم أو الشراء أو التفاوض أو الخصم أو الشراء بنظام حق الرجوع. ياحفظ البنك كافة الحقوق القانونية للمطالبة بمستحقاته المذكورة.

33. في حالة عدم سداد أي شيكات أو أوامر دفع أخرى للعميل لأي سبب أياً كان أو عدم ردها في أي حين مستقباً رغم الإحاطة المسبقة بسداده أو صرفه، يلتزم العميل بأن يرد للبنك كامل قيمة أوامر دفع إضافية إلى أي نقاط أو رسوم أو تكاليف أخرى تعتمد على نشرة، كما يفوض البنك جميع هذه المبالغ من أي مصدر للعمل، وفي حالة عدم وجود مبالغ كافية أو كان العميل قد أطلق حسابات لأي سبب كان، فستحفظ البنك باقية الحقوق القانونية للمطالبة بمستحقاته المذكورة.

34. في حالة عدم سداد أي شيكات أو أوامر دفع أخرى للعميل لأي سبب أياً كان أو عدم ردها في أي حين مستقباً رغم الإحاطة المسبقة بسداده أو صرفه، يلتزم العميل بأن يرد للبنك كامل قيمة أوامر دفع إضافية إلى أي نقاط أو رسوم أو تكاليف أخرى تعتمد على نشرة، كما يفوض البنك جميع هذه المبالغ من أي مصدر للعمل، وفي حالة عدم وجود مبالغ كافية أو كان العميل قد أطلق حسابات لأي سبب كان، فستحفظ البنك باقية الحقوق القانونية للمطالبة بمستحقاته المذكورة.

35. يجوز للمبرمج (العملاء) نفقات قد تكون أصل مودع أفرع البنك للعمل، الأمر الدفع لعملاءهم.
In consideration to the legal or regulatory requirements that may exist under foreign jurisdictions, the Customer hereby as the beneficiary from cheque(s)/payment order(s) drawn on foreign banks do undertake and agree to exempt HSBC Bank Egypt from any liability or responsibility whatsoever in conjunction with said jurisdiction.

The terms and conditions set forth herein govern all transactions performed by the Customer by the Bank’s ATM Card, Personal Internet Banking (PIB) or the Telephone Banking Services and are in addition to any other agreement(s) / account mandate documentation. The transactions performed by Personal Internet Banking, (the Bank’s Global Electronic Financial Service System) are governed by the Terms and Conditions of the ATM service.

The Customer undertakes / declares that if he/she/it elects to use the Internet Banking Service, he/she/it will be required to review and accept the relevant Terms & Conditions online. The customer accepts that he is aware enough to deal on the Internet and is responsible for all transactions made on his account through Internet banking service and that he is responsible for keeping the PIN and User ID. Any transactions under these numbers are under the responsibility of the Customer unless he notifies the Bank with loss or theft of his password or User ID. The Customer shall consider accuracy prior to any transaction or instructions executed through this service. All the relevant terms and conditions for opening and operating accounts and any subsequent amendments shall apply to this service.

The ATM Card shall at all times remain the property of the Bank and the Customer shall surrender the ATM Card to the Bank immediately upon request. The Bank may, without giving reason, withdraw at anytime all cards or any direct or indirect loss or damages that might occur as a result of not retrieving the original payment order(s)/cheque(s) for any reason. The Customer further declare his knowledge and acceptance that collection of cheque(s) drawn on any of the Banks within the United States of America is subject to its legal stipulations according to its territorial jurisdiction by which the right to oblige the beneficiary to repay the cheque(s) amount(s) within a period of 6 years commencing from the date of its collection in pursuance to any reason whatsoever in conjunction with said jurisdiction, accordingly, HSBC Bank Egypt retains the right of recourse to recollect the cheque(s) amount(s) and re-debiting the customer’s accounts without his consent or notification, moreover, HSBC Bank Egypt reserves the right at any time to demand repayment of the cheque(s) amount(s) even after closure of the Customer’s accounts for any reason whatsoever.

Electronic Banking Services

1. The Terms and Conditions set forth herein govern all transactions performed by the Customer by the Bank’s ATM Card, Personal Internet Banking (PIB) or the Telephone Banking Services and are in addition to any other agreement(s) / account mandate documentation. The transactions performed by Personal Internet Banking, (the Bank’s Global Electronic Financial Service System) are governed by the Terms and Conditions of the ATM service.

2. The Customer undertakes / declares that if he/she/it elects to use the Internet Banking Service, he/she/it will be required to review and accept the relevant Terms & Conditions online. The customer accepts that he is aware enough to deal on the Internet and is responsible for all transactions made on his account through Internet banking service and that he is responsible for keeping the PIN and User ID. Any transactions under these numbers are under the responsibility of the Customer unless he notifies the Bank with loss or theft of his password or User ID. The Customer shall consider accuracy prior to any transaction or instructions executed through this service. All the relevant terms and conditions for opening and operating accounts and any subsequent amendments shall apply to this service.

3. In case of any transaction through the ATM Card, the Customer shall at all times remain the property of the Bank and the Customer shall surrender the ATM Card to the Bank immediately upon request. The Bank may, without giving reason, withdraw at anytime all rights and privileges pertaining to the ATM Card / Personal Internet Banking.
4. The customer hereby accepts and agrees that upon the customer’s call to HSBC Bank Egypt’s Call Centre on 19007 or any other number related to HSBC Call Centre, HSBC shall have the right to record the call, and submit any request done by the customer to the concerned department for procession against positive verification.

5. The Bank is authorised but not obliged to act on any instructions given by Personal Internet Banking / Phone Banking which the Bank believes, at its sole discretion, emanate from the Customer, and which are accompanied by the use his PIB user ID and password and the Personal Identity Number (PIN). The Bank shall not be liable for acting in good faith on telephone instructions even if they are given by unauthorised individuals and the Bank shall be under no duty to verify the identity of any person giving instructions through Personal Internet Banking purportedly on behalf of the Customer.

6. The ATM Card and PIN are issued to the Customer entirely at the Customer’s risk, and the Bank shall bear no liability whatsoever for any loss / damage arising from the issue to the Customer of the ATM Card, Personal Internet Banking and respective PINs however caused, unless the cause is the result of an act or error of the Bank. The Bank has the right to destroy the ATM Card if it was not collected by the customer within 30 days from the issuance date. And in case of retention of the Card by the ATM, the Bank shall have the right to destroy the Card if was not collected by the customer within 7 days from retention date.

7. The Customer shall at all times remain liable for any transactions made by using the ATM Card / Personal Internet Banking Service and shall indemnify the Bank for all loss / damage however caused by any unauthorised use of the ATM Card or PIN.

8. Without prejudice to the provisions of Clause 6, the Customer shall exercise every possible care to prevent the ATM Card and details of the PIN being lost or stolen and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen ATM Card / PIN or PIB service is used prior to receipt of written notice of loss.
9. The Bank's record of transactions processed by the use of the ATM Card / Personal Internet Banking Service shall be conclusive and binding for all purposes and acceptable as documentary evidence.

10. The Bank shall debit the Customer's account with the amount of any withdrawal / transfer effected by use of the ATM Card / Personal Internet Banking Service. The Bank will permit (a) withdrawals by ATM Card, (b) telephone / PIB instructions for transfers and third party payments up to a limit as determined from time to time by the Bank at its discretion. Transactions which are effected in currencies other than the domestic currency of issuance will be debited to the Customer's account after conversion into the domestic currency of issuance at the prevailing exchange rate as determined by the Bank on the day of conversion.

11. The Bank shall debit the Customer's account with all expenses arising from the issuance of the ATM Card as may be announced by the Bank from time to time and any replacement thereof if requested.

12. Cash withdrawals performed in countries other than that in which the ATM Card was issued will be subject to a cash withdrawal fee as may be announced from time to time by the Bank.

13. The Customer shall not disclose the PIN to any other person without the prior written consent of the Bank.

14. The Customer shall not be entitled to overdraw the account with the Bank or to withdraw / transfer funds by use of the ATM Card / Personal Internet Banking Service in excess of any overdraft limit agreed with the Bank.

15. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction / failure of the ATM Card arising out of the Customer's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.

16. The Bank shall not be liable for any loss caused due to the unavailability of the Personal Internet Banking Service.

17. Any cheque(s) deposited shall be accepted for collection and the proceeds shall not be available to the Customer until the cheque(s) has / have been cleared, the proceeds paid to the Bank by the paying bank and credited to the Customer's account.

18. In the case of a joint account, each customer shall be jointly and severally responsible for all transactions processed by the use of the ATM Card(s) issued to one or more of them, notwithstanding any stipulation, which may have been made in the account opening mandate completed by them, requiring all parties to the account to sign.
19. The Bank shall be entitled to immediate return of the ATM Card in the event of the Customer's death, bankruptcy, liquidation or closure of the account.

20. No Personal Internet Banking Services shall be available in relation to any account where more than a single signatory is required.

21. The Customer is obliged to pay due respect regarding the precision in writing all details and information to the Bank. The Customer is further liable with respect to this information and will incur solely the results of the transfer based on these details and information. No cancellation will be allowed after the transfer is completed.

Mandate (Joint Accounts only)

1. The mandate for the operation of joint accounts is made up of the provisions in this section. The signing instructions which form part of the mandate are contained in the application form.

2. The Bank may open or continue (as the case may be) any account or accounts at any branch of the Bank in joint names as directed and close any accounts opened or continued or subsequently opened as directed in each case in accordance with the mandate.

3. The Bank may place to the credit of any account in joint names all amounts including dividends, interest and capital sums arising from securities or proceeds of cheques or bills received or collected by the Bank for the credit of any of the joint account holders.

4. The Bank may honor and comply with all cheques, promissory notes and other orders drawn and all bills accepted on behalf of the joint account holders, whether the current account be in credit or over drawn to comply with all directions given for or in connection with any account or accounts of any kind whatsoever on behalf of the joint account holders and accept and act upon all receipts for monies deposited with or owing by the Bank on any account or accounts in the joint account holders names provided that such cheques, promissory notes, orders, bills, direction or receipts are signed in accordance with the mandate in addition to orders or instructions governed by clause 17 in the section headed Electronic Banking Services.

5. The Bank may issue ATM Cards to each of the joint account holders on application provided the relevant application form is signed by the joint account holders in accordance with the mandate.
6. The Bank may make on request in accordance with the mandate any advance to the joint account holders by way of finance or overdraft or discount or in any manner howsoever with or without security.

7. The Bank may deliver upon instructions given in accordance with the mandate any securities, deeds, boxes and articles and their contents, and property of any description held in joint names.

8. Subject to the Bank’s discretion, the Bank may accept instructions given in accordance with the mandate, any stop cheque instruction where one of the joint account holders has lost a cheque or in any such circumstances in which it shall be allowed by law and agreed by the Bank on the condition that the joint account holders have provided to the Bank an indemnity in such form as the Bank may require.

9. In the absence of any written instructions to the Bank to the contrary given in accordance with the mandate, all accounts subsequently opened shall be operated and dealt with upon terms set out above in so far as the same may be applicable.

10. The joint account holders agree that any liability whatsoever incurred to the Bank by any of the joint account holders in respect of the foregoing shall be joint and several.

11. The customer acknowledges that the provision for joint account mandates is set out in the Bank’s General Terms & Conditions for the Operation of Accounts and Electronic Banking Services. I/We irrevocably declare that I/we have no objection to the partial and/or full settlement/set off – whether from any personal or joint accounts – on any balances due to a finance or credit card issued to any of the joint account holders upon the mutual request of the account holders.
Standing Instructions

1. The Customer shall ensure sufficient funds are retained in the account to enable the Bank to meet any standing instruction on the account on the due date.

2. The Bank reserves the right to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with the Bank.

3. If any standing instruction is inactive for three consecutive months or is rejected for insufficient funds in the account, the Bank may terminate the standing instruction without any advice to the Customer.

4. The Bank may terminate any standing instruction as to future payments at any time after being advised by the beneficiary / beneficiaries of that standing instruction that no further payment is required.

5. A nominal charge will be levied for the initial setting up or amendment of a standing instruction. This charge does not include the incidental postage, stamp duty and/or telex charges which may also be applicable as per the Bank’s Standard Tariff of Charges in force from time to time.

6. If the account has insufficient funds the Bank is not obliged to advise the Customer. It may nevertheless exercise its discretion to remit payment under the standing instruction in which case the Customer must cover the overdraft immediately or in the alternative, may or may not choose to execute the standing instruction at a later date.

7. Any amendments or cancellations will not be effective unless received by the Bank at least one week before the next activation of the standing instruction.

8. Neither the Bank nor its branches, correspondents or agents, is responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting transfers under standing instructions.

9. Amounts paid by the Bank in respect of variable payments reflect the amount recorded by the Bank computer system as having been entered by the Customer, subject to the maximum limit in force at the time.

Telegraphic (SWIFT) Transfers / Demand Drafts

1. In the absence of any specific instructions to the contrary any Telegraphic (SWIFT) Transfer will be effected in the currency of the country in which payment is to be made.

2. All charges incurred outside Egypt are for the account of the beneficiary, unless specified by the Customer otherwise, in which case the Bank may debit such fee, as authorised from time to time, to the Customer’s account.

التعليمات السارية

1. على العميل أن يضمن وجود ما يكفي من مبالغ مالية في الحساب، وذلك حتى يمكن للكلب الوفاء بأي تعليمات سارية على الحساب في تاريخ تنفيذها.

2. يحتفظ البنك بالحق في تحديد الأولوية بالنسبة لأي تعليمات سارية سواءً كانت أي شيكات تم تقديمها أو أي ترتيبات سارية أخرى تجري مع البنك.

3. إذا لم يتم تنفيذ أي تعليمات سارية لعدم كفاية المبالغ المالية بالحساب، فيجوز للبنك إيقاف / إنهاء التحويلات السارية دونما الحاجة لإخطار العميل بنذك.

4. يجوز للبنك إيقاف / إنهاء أي تعليمات سارية بشأن أي مصرفات مستقبلية تم تسجيلها في أي حسابات، وذلك بعد إخطاره من المستفيد المستفيد من تلك التعليمات السارية بأنه لم يعد من المطلوب سداد المزيد من المدفوعات.

5. يتم تحصيل رسم اسمي على الإثبات المبدئي أو التعديل في أي تعليمات سارية، ولا يشمل هذا الرسم قيمة الرسوم البريدية والطاقة أو رسوم الرسوم، التي تضبو أيضاً وفقاً للتعريفة الرسمية للبنك بالنسبة للرسوم والتي تسري من حين لآخر.

6. إذا لم يكن من السليم أن يكون مبلغ ما يكفي من مبالغ مالية، فإن يكون نزاماً على البنك إخطار العميل بذلك، ومع هذا فيجوز للبنك ممارسة حقة الاحتياطي في تحويل أو سداد دفعة مالية وفقاً تعليمات سارية، وفي هذه الحالة يكون نزاماً على العميل تنفيذ عملية السحب على المصرف المتأثر فوراً، أو بدلاً من ذلك يكون له الخيار ألا تنفيذ أو عدم تنفيذ التعليمات السارية لاحقاً.

7. لن تسري أي عمليات تم التبرع بها، أو لم يرد بها للبنك قبل التفعيل التالي للمعاملات السارية بسبويع واحد على الأقل.

8. لن يتحمل البنك أو فروعه أو وكالاته المسئولة عن أي خسارة أو أذى أو خداعاً أو ضرراً نشأ من واقع أي وسيلة إتصال مستخدمة بشأن تنفيذ التحويلات طبقاً للتعليمات السارية.

9. تضع البنك المبلغ المسنود من البنك بشأن أي مصرفات متغيرة ذلك المبلغ السجل على نظام الحساب الآلي للبنك والذي قال المبلغ بتسجيله وفقاً للحد الأقصى المطبق فيها حينذاك.

التحويلات البرقية / التلفونية (سويفت) / عمليات السحب بالاطلاق

1. ما لم تتم تعديلات محددة بخلاف ما يلي، يتم تنفيذ أي تحويل برقي (سويفت) بعملية اليد التي سيتم الدفع فيها.

2. تُطبِّق كافة الرسوم المفروضة خارج مصر على حساب المستفيد، ما لم يحدد العميل خلاف ذلك، وفي هذه الحالة يجوز للبنك خصم تلك الرسوم من حساب العميل فيما يُصرح به من حين لآخر.
3. The Bank reserves the right to draw a Telegraphic (SWIFT) Transfer on a different place from that specified by the remitter, if operational circumstances so require.

4. A Telegraphic (SWIFT) Transfer is dispatched entirely at the Customer’s own risk.

5. It is understood that neither the Bank nor the Bank’s branches, correspondents or agents is responsible for any loss, delay, error, omission, or mutilation arising in the transmission of cables telegrams or communications by electronic systems.

6. Telegraphic (SWIFT) Transfers will be effected with SPOT value (two business days after the deal date). Application for same day value will be handled at the discretion of the Bank’s Management as this is subject to the time the application is received, as well as the cut-off time which applies in the country to which funds are remitted.

7. The Bank or correspondents are not responsible for any delay, mistake or omission caused by the Telegraphic or Postal Authorities and that in the event the draft is lost or stolen, the Bank will not be liable to make any refund.

8. The Customer may from time to time request a wire transfer services, therefore he/she/it authorizes the bank to mention his/her/its details in the remittance messages.

9. On-line Cashier Orders / Demand Drafts which are not received by the customer/authorized delegate after one month from its issuing date, will be cancelled and the amount will be refunded to the customer’s account.

General

1. The Bank reserves the right to vary any of these Terms and Conditions. Customers will be notified of changes by mail or SMS or by display at the Bank’s branches or the Bank’s website. Use of the ATM Card / Telephone Banking Service / Personal Internet Banking Service after the date upon which any changes to these Terms and Conditions is to have effect (as specified in the Bank’s notice) will constitute acceptance without reservation by the Customer of such change provided that the Customer shall be notified prior to such use. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 days of posting to the address last notified in writing to the Bank by the Customer. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Customer.

2. The Customer irrevocably agrees that the Bank may at its absolute discretion:

a. Transfer, assign or sell in any manner, in whole or in part, any debt owed by the Customer to the Bank to another entity, whether another member of the HSBC Group or otherwise and whether or not in the same jurisdiction.

General

1. The Customer irrevocably agrees that the Bank may at its absolute discretion:

a. Transfer, assign or sell in any manner, in whole or in part, any debt owed by the Customer to the Bank to another entity, whether another member of the HSBC Group or otherwise and whether or not in the same jurisdiction.

2. The Customer irrevocably agrees that the Bank may at its absolute discretion:

a. Transfer, assign or sell in any manner, in whole or in part, any debt owed by the Customer to the Bank to another entity, whether another member of the HSBC Group or otherwise and whether or not in the same jurisdiction.
b. Appoint another member of the HSBC Group of Companies to act as agent for the purposes of collecting any debt owed by the Customer to the Bank including appointing debt collection agents and the Customer agrees to pay all costs incurred in such recovery including the costs of the collection agents.

c. For any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer or the Customer’s transactions with any member or associate of the HSBC Group of Companies or debt collection agent.

d. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as the Bank.

3. Information about customers may be processed offshore, in the United Kingdom or elsewhere.

4. These Terms and Conditions shall be governed by and construed in accordance with the laws for the time being in force or which shall be in force in the future in the Arab Republic of Egypt.

5. Customers wishing to complain about the standard of service provided by the Bank or about any possible Bank mistake should notify the Bank as soon as possible. The Bank will investigate the complaint and take steps to remedy the situation and prevent a recurrence. Complaints should be addressed to the manager of the Customer’s branch, or the manager of the department in question, the Bank’s Call Centre or through the Bank’s website.

6. The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on its behalf via the Bank’s systems or any other member of the HSBC Group’s systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

b. تعين عضو آخر من جمعية شركات إتش إس بي سي للمجموعة تصرف يخلف بأي مكان أو أовое مثلك لأي غرض لم يحله البنك من تكليف لاستعراض منائحه، بما في ذلك تكليف وكلاء التحصيل.

c. لجميع الأغراض أو تفاوت أو بيانات تتعلق بالعمل أو معاملاتهم مع أي غرض أو نسق في مجموعة شركات إتش إس بي سي أو أي وكيل التحصيل للمديونيات، وذلك لأي غرض أو مجرد أغراض تفاح أو الخطف أو الأشياء الأخرى.

3. يجوز للبنك أو هؤلاء الذين يعملون في مواقع إتش إس بي سي أو على حد سواء كان ذلك الغير يعمل في أي منطقة أو مقاطعة أخرى.

5. بالنسبة للعملاء الراغبين في التقديم بشكوى تتعلق بمستوى الخدمة المقدمة من البنك أو بشأن أي خطأ من الممكن أن يقع من جانب البنك، فيجب عليه إبلاغ البنك بذلك في أقرب وقت ممكن. وسيقوم البنك بالتحقيق في الشكوى وأنماطه ما هو ملاءم من إجراءات لمراجعة الوضع قبل ومنع تكراره المحتمل، ويعين توجيه الشكاوى إلى مديري الفرع المباشر مع المعمل أو مدير القطاع.

6. يتبع على البنك وغيره من أعضاء مجموعة إتش إس بي سي العمال بما يتوافق وأحكام القانون واللوازم السارية في مختلف المناطق والمتعلقة بمفعول الأموال وتمويل الإرهاب وتوفير التمويل أو أي خدمات أخرى لأي شخص أو كيانات تجمع تفاصيل أعمالهم وينقل لي البنك للتحقيق في الشكوى. يمكن تزويده بهمات إضافية لأعضاء أخرين من مجموعة إتش إس بي سي بناءً على إجراءات.

b. تتعلق بالعطلات الخاصة بالعملاء أو المراقبة المالية أو تقديم الخدمات من جانب الغير أو بطلب من جانب أي جهة حكومية أو جهة رقابية مختصة.

ج. تدار عن أي معلومات أو تفاوت أو بيانات تتعلق بالعمل أو معاملاتهم مع أي غرض أو نسق في مجموعة شركات إتش إس بي سي أو أي وكيل التحصيل للمديونيات، وذلك لأي غرض أو مجرد أغراض تفاح أو الخطف أو الأشياء الأخرى.

3. يجوز للبنك أو هؤلاء الذين يعملون في مواقع إتش إس بي سي أو على حد سواء كان ذلك الغير يعمل في أي منطقة أو مقاطعة أخرى.

4. يجوز للبنك الحفاظ على سرية أي معلومات تتعلق بالعملاء.

6. يتبع على البنك وغيره من أعضاء مجموعة إتش إس بي سي العمال بما يتوافق وأحكام القانون واللوازم السارية في مختلف المناطق والمتعلقة بمفعول الأموال وتمويل الإرهاب وتوفير التمويل أو أي خدمات أخرى لأي شخص أو كيانات تجمع تفاصيل أعمالهم وينقل لي البنك للتحقيق في الشكوى. يمكن تزويده بهمات إضافية لأعضاء أخرين من مجموعة إتش إس بي سي بناءً على إجراءات.

b. تعين عضو آخر من أعضاء مجموعة شركات إتش إس بي سي للمجموعة تصرف يخلف بأي مكان أو أBOVE مثلك لأي غرض لم يحله البنك من تكليف لاستعراض منائحه، بما في ذلك تكليف وكلاء التحصيل. 

c. لجميع الأغراض أو تفاوت أو بيانات تتعلق بالعمل أو معاملاتهم مع أي غرض أو نسق في مجموعة شركات إتش إس بي سي أو أي وكيل التحصيل للمديونيات، وذلك لأي غرض أو مجرد أغراض تفاح أو الخطف أو الأشياء الأخرى.

3. يجوز للبنك أو هؤلاء الذين يعملون في مواقع إتش إس بي سي أو على حد سواء كان ذلك الغير يعمل في أي منطقة أو مقاطعة أخرى.

5. بالنسبة للعملاء الراغبين في التقديم بشكوى تتعلق بمستوى
Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

a. Any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under the Account Terms or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations.

b. The exercise of any of the Bank’s rights under this clause. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank’s systems relating to any payment messages and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

ولن يتحمل البنك أو أي عضو من أعضاء مجموعة إتش إس بي سي المسؤولية عن أي خسارة (سواء كانت خسارة مباشرة أو خسارة تبعية) ومن ضمنها على وجه العلوم لا الحصر الخسارة في الربح أو في العوائد) أو عن أي ضرر يتكبده أي طرف من واقع:

أ. أي تأخير أو إخفاق يقع من جانب البنك أو أي عضو من أعضاء مجموعة إتش إس بي سي في إطار أدائهم لمهامهم طبقاً للشروط الحساب أو تنفيذهم لأي التزامات أخرى وكان السبب في ذلك يرجع بشكل كلي أو جزئي لأي إجراءات يعتبرها البنك من وجهة نظره أن إجراءات من الملائم اتخاذها طبقاً لكافة القوانين واللوائح المذكورة.

ب. ممارسة البنك لأي من حقوقه طبقاً لهذا البند. وفي أحوال معينة، قد يكون الإجراء الذي قد يتخذه البنك إجراء من شأنه منع أو إحداث تأخير في معالجة المعلومات المذكورة. وبالتالي لا يضمن البنك أو أي عضو من أعضاء مجموعة إتش إس بي سي أن تكون أي المعلومات الورادة على أنظمة البنك والمشتركة بأي رسائل بالدفع أو رسائل أخرى - تخضع لأي إجراء يتخذ طبقاً لهذا البند. المعلومات دقيقة أو سارية حاليًا، أو محدثة حين الدخول عليها وذلك عندما يُتخذ هذا الإجراء، ولكن نظرًا لأهمية الالتزام التام بالشروط والمطابقة أي قوانين ولوائح واجبة التطبيق، فإن البنك يخلد لإخطار العملاء بوجود تلك الظروف في أقرب وقت ممكن.
Advance Terms and Conditions

Operation of the Account

1. The Terms and Conditions set forth herein govern all transactions between HSBC Bank Egypt S.A.E. (the Bank, which expression shall include its successors and assigns) and the person or persons signing the Advance Account Opening Form (the Customer). Signature by the Customer on the Advance Account Opening Form shall constitute acceptance of the Terms and Conditions herein, as amended from time to time. These General Terms and Conditions are applicable to each and every account held by the Customer irrespective of any special conditions agreed by the Customer in relation to any individual accounts. The customer acknowledges having reviewed the Advance Terms and Conditions.

2. The Customer hereby declares that he/she/it is the sole account holder and the sole beneficiary of such an account and that he/she/it shall not deposit or accept the deposit of any funds coming from unknown, suspicious or illegitimate source. The Customer is committed to inform the Bank about any such deposits and will not dispose of those funds. Furthermore, he/she/it undertakes to provide the Bank every three years at the latest or upon change with all his/her/its personal data/information similar to which was required at the time of opening the account and/or any data/information that the Bank might request at any point of time and periodically continue providing such data on a regular basis.

3. The Customer shall not allow any account to become overdrawn except with the prior written approval of the Bank. Without prejudice to the foregoing, the Customer shall pay interest on any overdraft at the rate or rates determined by the Bank from time to time calculated on the daily debit balance on any overdrawn account.

Interest shall be debited to the account at the end of each month or at such other intervals as the Bank may determine from time to time. The Customer shall repay any overdraft together with all interest and other charges immediately upon demand by the Bank.

4. For Current Accounts, the Bank may at its discretion provide the Customer with a cheque book. Cheque books will be couriered to the Customer or held at the Customer’s branch for collection. The Customer shall exercise due care when drawing any cheque and shall be bound by the conditions as may be amended from time to time, printed on the inside front cover of the cheque book. The Bank shall not be held liable for inadvertence or oversight in the payment of a future value dated cheque or its failure to act on a Stop Payment Order. If within a twelve month period the number of cheques returned equals/exceeds the limit set by the Bank from time to time, the Bank will close the account and collect from the Customer any unissued cheques. The Bank has the right to destroy a cheque book if it was not collected by the Customer after 30 days of the issuance date. Moreover, the customer shall incur all expenses in relation thereto.

Advance

الشروط والأحكام

1. تسري الشروط والأحكام المنصوص عليها بهذا المستند على كافة المعاملات الجارية بين البنك بورسي م.م. ("البنك")، ويشمل هذا الإصلاح البلان والفلونين والمحلل إليه من قبله)، ويبين الشروط والأحكام الموضوعية، وتم تعيين إدارة حساب (ويشار إليها "العملية") بتحويل المحلية على شروط إدارة حساب Advance. ويفيد أن توقيع العميل Advance بتحويل المحلية من جانب العميل. ويتم تعيين الشروط والأحكام العامة على الشروط والأحكام الخاصة، بما في ذلك، على أي حساب، أو جميع الحسابات، أو جميع الحسابات للعميل، أو جميع الحسابات المعمول عليها، أو جميع الحسابات للأعمال، أو جميع الحسابات المصرفية، أو جميع الحسابات الأخرى.

2. يُقرر العميل بموجب هذه الشروط والأحكام بأنه هو صاحب الحساب الوحيد بل والمسئول الوحيد منه، وأنه لن يبيع أو يقل البائع أي دفع مصرف غير معروف أو صدر محل شك. إن المرسل معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع، ويدفع معاملة الدفع.

3. يُلزم العميل بعدم السماح بأن يتجاوز أي حساب حد الائتمان ما تم إصداره من شيكات من العميل. بل وعلاوة على ذلك، يلزم العميل بإتخاذ جريمة عدم التعامل مع الكشف البشري أو الأسرار التي يقرها البنك من حين لأخر، وأن تحصل على الرصيد اليومي المدين على أي حساب تجاوز حد الائتمان.

4. يتضمن الحسابات الجارية، جوس لكيك، حيثما يتراءى له - موافقة العميل، ودفتر الشيكات، وسليمين، إن الرسائل دفتر الشيكات إلى العميل بالبريد السريع أو الأحقاف، ويتم تسليم جميع المعاملات اعتماد. وينزل على العميل بناء على الناقلات، وللعملية بالأсьروس، ولمدة سبع سنوات، بما في ذلك، ما قد يطرأ عليها من تعديل من حين لأخر، وهي الشروط الهامة، التي يدرها ليبس لما فور تغيير - نموذج البيانات / معلومات الشخصية الخاصة، بدون مطلوب، في حقيق الحساب، أو أي بيانات / معلومات قد طبقوا البنك في أي حين، بل وعطف موافقة البنك بصورة دورية تلك البيانات، وشكل منظم.
5. The Bank will periodically send the Customer a statement in respect of the Account - quarterly for Current Accounts and Statement Savings Accounts unless otherwise agreed with the Customer without breaching respective legal requirements. Statements will be mailed through normal or electronic mail. It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 15 days of the issuance date of such statement. No claim whatsoever, about the incorrectness of any entry in the statement shall be entertained after this date period. The Bank shall not be held liable for any other claim which may arise from this service to the Customer where the customer is responsible to prove otherwise. Unless the customer notifies the Bank in writing within 15 days of the issuance date of the statement, such statements shall be deemed to have been received. Moreover, this shall be considered as a declaration by the Customer that all related statement(s) of account have been reviewed and accepted without contestation.

6. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all limitations, taxes, duties and any charges contained in any relevant tariff or agreement including without limitation, all charges for Dishonored cheques, stopped cheques and interest on any debit balance (whether authorised or not). The Bank reserves the right to levy a service charge if any qualifying Balances on any account fall below the required minimum during a calendar month, as determined by the Bank from time to time.

7. Deposits and withdrawals may be made at any branch of the Bank in Egypt subject to production of satisfactory evidence of identity or at any on-site or off-site Automated Teller Machine (ATM) of the Bank by use of the Bank’s Debit Card subject to availability of the deposit option on a particular Automated Teller Machine.

8. For Savings Accounts, the account holder must be present in person to make cash withdrawals and must give his instructions on the printed form supplied by the Bank. No withdrawals may be made by cheque or other instruments except for withdrawals made using the Debit Card. The Bank recognizes no owner of a deposit other than the person/persons in whose name/names the account have been opened. The funds in a Savings Account are not assignable by any name/names the account have been opened. The funds in a Savings Account are not assignable by any name/names the account have been opened. The Bank recognizes no owner of a deposit other than the person/persons in whose name/names the account have been opened. The funds in a Savings Account are not assignable by any name/names the account have been opened. The Bank recognizes no owner of a deposit other than the person/persons in whose name/names the account have been opened. The funds in a Savings Account are not assignable by any name/names the account have been opened. The Bank recognizes no owner of a deposit other than the person/persons in whose name/names the account have been opened. The funds in a Savings Account are not assignable by any name/names the account have been opened.

9. The Customer accepts all costs, expenses and risks whatsoever in connection with any account denominated in a foreign currency including without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto.

Withdrawals in foreign currency notes shall be subject to their availability at the Bank’s branch. The Bank reserves its right to charge the Customer commission on cash deposits or withdrawals to/from foreign currency accounts if such deposits or withdrawals are in the same currency as the account. Conversion from one currency to another shall be at the Bank’s rate of exchange as determined by the Bank from time to time.
The Bank is authorised to debit and charge to the account all cheques, orders and payments (other than orders and payments governed by Clause 17 of the section headed Electronic Banking) duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer whether or not such account is in credit and whether or not such account is or may become overdrawn or an existing overdraft in the account is increased as a consequence thereof, without prejudice to the Bank’s right to refuse to extend such overdraft to the Customer.

All exchange operations and sales or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer.

Acting only as the Customer’s collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, cheques, bank drafts, and other similar payment instruments of deposit, provided they are made out in favor of the Customer or endorsed to their order. For this purpose, the Bank’s offices, correspondents or other agents appointed by the Bank shall be deemed to be the Customer’s agents.

The Bank or its agents shall not be held liable for the loss, mutilation or dishonor of a cheque or other instrument or for failure to credit, late presentation, granting time, any delay in crediting the account or non payment and return of cheques or other instruments. Proceeds of cheques or other instruments shall not be available for withdrawals until collected by the Bank. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally credited or credited subject to confirmation and realisation, which are subsequently unpaid.

The Bank shall not be liable or responsible for failure to give notice of non payment or dishonor of any cheque, or for any claims, losses or expenses which may arise as a result of returning a dishonored cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the account with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the account and is subsequently unpaid, whether or not the cheque itself can be returned.

10. يكون للبنك صلاحيه اجراء خصم من الحساب وتحميله بقية كافة الأوامر والدمجيات الخاصة (حالة الاختفاء) من الفصل المعنى "الخدمات البنكية الإلكترونية" والتي يتم توقيعها طبقاً لصلاة الحساب أو صلاحيات التوقيع الاسبائية التي يمنحها العميل للبنك سواء كان ذلك الحساب حساباً دانياً بل وسواء كان ذلك الحساب حساباً مكشوفاً (متجاوزاً أحد الانتماء)، وقد مسير مكشوفاً كان الحساب الحالي على المكشوف لحساب ستزيد نتيجة ذلك، هذا دوماً خالياً بحل الحساب في أي يرفض توفير ذلك الحساب على المكشوف للمكشوف.

11. بالنسبة للكلاية عملات الصرف وكذا عمليات بيع أو شراء الأوراق المالية التي يجريها البنك نيابة عن العميل، فساضر هذه العمليات على مسئولية العميل وعلى نفقته.

12. بالنسبة للعمل فقط صحة ووكلة تحصيل للمكشوف، يجوز للبنك قبل الشيكات والحولات البنكية وما شابهها من سندات دفع أخرى لغرض الإيداع، ولكن دون تحمل أي مسئولية عما يتحقق بشأنها من تسويات، وشريطة أن تصدر لصالح المكشوف أو يتم تظهرها والوصول عليها أمره. وبهذا الغرض، تكون مكاتب البنك ووكلاءه وغيرهم من الوكلاء المعينين من قبله، بمثابة وكلاه ووكلاءه.

13. لن يتحمل البنك أو وكالاته المسئولية عن فقد أو تكوه أو رفض أي شيك أو أي سند آخر أو عن الإخفاق في إضافة أي شيك أو سندات أخرى للرصيد الدائن بالحساب أو التأخير في تقديمها أو نحو مهلة بشأنها أو أي تأخير في قيدها بالحساب أو عدم سدادها أو ردها، ولن تكون مصلحة الشيكات أو السندات الأخرى متاحة للحساب حتى يتم تحصيلها من جانب البنك، بل وسيحتفظ البنك بالحق في الخصم من أي حساب أو مطالبة للمكشوف دفع أي مبالغ أضيفت بشكل استثنائي أو بموجب تزويز أو تحقيق من تسويتها ولكنها لم تسد بعد ذلك.

14. لن يتحمل البنك أي تبعه أو مسئولية عن الإخفاق في إرسال إخطار بعدم الإتفاق أو يرفض أي شيك أو أي مطالبات أو خسائر أو نفقات متعلقة كنفية لد رمز مشوقة، سواء بوسائل الإرسال المعتادة أو بالبريد المرسل أو بأي وسائل أخرى. ويعتبر البنك بالحق في أن يتحمل من الحساب قيمة أي شيك تم سيجه أو تظهره الساحل المكشوف (سواء تم السحب على البنك أو أي من فروعه أو وكالاته المنضوية أو التابعة) ولن يضطر لهذا إذا كان الشيك ذاته يمكن رده أم لا.
15. The rate of interest payable on Saving Certificates, Call Deposit and Savings Accounts and/or any other form of interest bearing account(s) that the Bank may from time to time, shall be available at the Bank’s branches and shall be subject to change without notice. The Customer shall retain the amounts of Saving Certificates with the Bank until the maturity of individual certificate. The premature withdrawal of a Saving Certificate shall render the Deposit subject to a lower rate of interest and a fixed premature withdrawal charge. Interest on all types of Savings Accounts shall be calculated at each month end based on minimum balance maintained during the month. Interest will be credited to the Savings Accounts every three months (January, April, July and October) in arrears. Interest rates on GBP denominated Savings Accounts will get a higher return and vice versa. The Bank has the sole discretion to change interest rates and corresponding tier thresholds. Interest on Call Deposits is calculated on the daily cleared balance and shall be credited to the account every month in arrears. And the Bank reserves its right not to credit any returns on the deposits before maturity.

16. In respect of joint Accounts, the liability of each such person identified as one of the account holders shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one such person hereunder to the Bank shall not be discharged or affected in any way (a) by reason of invalidity, voidability or unenforceability as regards any other such person or any security which the Bank may hold in respect of the account or any part thereof or (b) by the Bank’s releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other such person.

17. The Bank may at any time liquidate any investments and apply any credit balance to which the Customer is entitled on any account with the Bank in satisfaction of any indebtedness of the Customer at any time to the Bank and all accounts of the Customer with any branch of the Bank (including any indebtedness of the Customer which has been assigned to the Bank by another member of the HSBC Group) shall be treated as one combined account, for this purpose. The Bank is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary to effect such application.

18. All securities, bills, credit balances, deposits and bank notes in any currency, documents, gold and other property of any nature, which are held in the name of the Customer by the Bank, in any of its branches, or which may come into the possession of the Bank, shall be so held as security for the payment of any amount due to the Bank together with all interest and other charges arising under the account or otherwise. The Bank shall have the first right to set off or block such security against the Customer’s indebtedness, of whatever nature. The Customer waives the right to interpose any counter-claim or set-off a litigation of any nature or description between the Bank and the Customer.
19. In the event of death, incapacity, dissolution, insolvency or bankruptcy (or other analogous event or proceedings) of the Customer (or in the case of a joint account any person identified as one of the account holders) the Bank shall not be liable for any loss pursuant to which may arise from any dealings on the account unless and until the Bank has received written notice of the same together with satisfactory documentary evidence as determined by the Bank. In such circumstances, the Bank shall suspend all dealing on the account until a duly appointed person has, in the opinion of the Bank, been suitably and legally empowered to deal with the account.

20. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part to action by any government or government agency or other force majeure including, without limitation, strikes, industrial action, equipment failure or interruption of power supplies provided that the Bank shall endeavor to give notice generally to its customers of any anticipated delays by notice in its branches.

21. These Terms and Conditions create legally binding obligations on the Customer that do not contravene other contractual or legal obligations of the Customer.

22. No failure by the Bank to exercise, nor any delay by the Bank in exercising any rights or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

23. Each of the provisions herein are severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

24. The Customer may close the account by giving prior notice at any time to the Bank after payment of all monies due to the Bank at the time of such closing of the account. The Bank may close, freeze or suspend dealings on the account after deduction of all monies due to the Bank at the time of such closing of the account and cease the acceptance of funds for the credit of the account, without prior notice to the Customer and without giving any reason and without breach of duty to the Customer either at the Bank’s own instance or at the instance of any court or administrative order.

20. لن يتحمل البنك المسئولية أمام العميل عن أي خسارة أو ضرر أو تأخير يرجع في مجاله جزئيًّا إلى تصرف الخاطئة أي معركة أو جهة قاهرة أو أي أحداث أضرار أو الأحداث المنسحبة أو أفعال المبادئ، أو اتفاقيات المبادئ، أو إتفاقات المبادئ الطاقية، على أن يُشرّف أين بناء البنك قد أفرد لإرسال إخطار عام لعملياته بشأن أي مما هو مفتوح حالياً من أحداث ذلك من خلال الإخطار بذلك في جميع فروعه.

21. تتضمن هذه الشروط والأحكام التزامات قانونية مزمعة للعمل، وذلك دونما إخلاء بأي التزامات عقودية أو قانونية أخرى على العميل.

22. لن يكون إخفاق البنك في ممارسة أي حق أو اقتضاء أي تعويض له أو تأخيره في ممارسة هذا الحق أو اقتضاء ذلك التعويض بمثابة تنازل منه عن ذلك الحق أو هذا التعويض. بل لن تحول أي ممارسة فردية أو جزئية لأي حق أو أي تعويض دون مواصلة ممارسة هذا الحق أو تحليل مرة أخرى أو تحول دون ممارسة أي حق أو اقتضاء أي تعويض آخر. ستكون الحقوق والتعويضات المنصوص عليها بهذه الشروط حقاً وتعويضات تراكمية ولا تستثني أي حقوق أو تعويضات بنص عليها القانون.

23. يكون كل حكم من الأحكام الواردة بهذا المسند حسباً على ما فيه من التفاوت بين الأحكام الأخرى، وعلى إعادته إلى الصيغة الأولى. عدم قانونية أو عدم صلاحية أو عدم نفاد أي حكم أو أية أحكام منها، فإن يؤثر ذلك على باقي الأحكام على أي نحو أياً كان.

24. يجوز للمستند إخلاء الحساب بإرسال إخطار مسبق بذيل البنك في أي حين، على أن يتم ذلك بعد سداد كافة المبالغ المالية المستحقة البنك حين إخلاء الحساب. كما يجوز البنك إفلاس أو تعديل أو إلغاء أي تفاويات على الحساب بعد خصم كافة المبالغ المستحقة له إخلاء هذا الحساب بل وعلم قبول أي مبلغ مالياً لإذاعته في الرسوم الدائية بالحساب، وذلك دونما إخطار مسبق للعمل، ودونما إلغاء أي أسباب ودون الإخلال بأي التزام نحو العمل، سواء كان ذلك بقرار خاص من جانب البنك أو بموجب أمر قضائي أو إداري بهذا الشأن.
25. Any demand or communication made by the Bank shall be through recorded telephone calls or sent via e-mail or in writing and made at the correspondence address of the Customer indicated in the Account Opening Form (or such other address as the Customer shall notify to the Bank in writing or through recorded telephone calls from time to time) and shall be deemed to have been served on the date of posting or receipt of the call.

The Customer shall advise the Bank without delay of any change in address mentioned in the documents submitted to the Bank.

26. These Terms and Conditions shall be governed by and construed in accordance with the Egyptian Law. Any claim or dispute, arising from the relationship between the Bank and its Customer or otherwise shall be subject to the jurisdiction of the civil courts of Egypt in which the branch is situated, but without prejudice to the Bank’s general right to take proceedings, where necessary, in any court whatsoever.

27. The Customer hereby authorises the Bank to respond, at its sole discretion, to any and all enquiries received from any other bankers (including, without limitation, bank references), concerning any and all accounts of the Customer with the Bank, without reference to the Customer. The Customer further authorises the Bank to disclose any information regarding the aforementioned accounts to other members, associates or agents of the HSBC Group.

28. The Customer acknowledges that it is not allowed that he/she/it issues payment orders or any other payment or transfer instructions...etc by the debit of his/her/ its account in favor of a third party without the use of the official bank forms or modes that have been made available by the bank for this purpose.

29. If a Current / Savings account remains without any withdrawal transactions for 12 months, the account shall be considered as dormant, which may require the physical presence at any of the Bank’s branches to reactivate the account.

For Commercial Papers / Cheques

30. The Customer may from time to time request the Bank to collect on his/her/its behalf, negotiate, discount, purchase on a with recourse basis and/or make advance against or on the security of cleared or uncleared cheques, bills of exchange, drafts, promissory notes, travelers cheques, postal orders or other instruments or orders for the payment of money whether issued in favor of the Customer or endorsed in the Customer’s favor or in blank (each of foregoing a payment order ). The receipt by the Bank or delivery to the Bank of any payment order authored by the Customer or any other person authorized by him shall constitute a request to the Bank to collect the proceeds of the payment order. All the terms and conditions of the Bank shall apply in regards to the collection of these documents.

25. يتم إجراء أي مطالعة أو مراقبة من جانب البنك من خلال إرساله مسجلاً أو برسالة عبر البريد الإلكتروني أو كتابياً، ويشمل الإرسال على عنوان المراقبة الخاص بالعمل.

29. إذا لم يخضع الحساب الجاري أو حساب الادخار لأي عمليات سحب لمدة تساوي عشر شهور (12 شهراً)، سيتبرع الحساب خاصاً، وسيطلب الأمور حينئذ المعني لأغراض الحساب.

27. يفوض العميل بناءً على موعد هذه الشروط البنك بالقيام – حسبما يتراعى عليه – بالرد على أي أو على كافة الاستفسارات الواردة له عن أي جهات مصرفية أخرى (بما في ذلك على وجه العفون). يتعين على العميل هو وعليه أو لأي سبب آخر اتخاذ إجراءات المحاكم المالية المصرية الخاصة بالعمل الداخلي، وذلك دونما إخلال بالحق العام للبنك في اتخاذ ما يلزم من إجراءات أمام أي محكمة قضائية من أي نوع.

28. يقع الخيار لدى العميل بالرغم من إصدار أوامر دفع أو أي تعليمات أخرى، في تحويل أو خلافه لرسائل مالية من خلال محصلة الغير دون استخدام التأمين أو الصياغة البنكية الرسمية التي يتولىها البنك لهذا الغرض.

30. يجوز للعمل يلي العميل القيام من حين لآخر بتقديم طلبات ل_bank بالتحصيل ثلاثية من جانب البنك من خلال إرسال الرسالة عبر البريد الإلكتروني أو الكتابي.

29. إذا لم يخضع الحساب الجاري أو حساب الادخار لأي عمليات سحب لمدة تساوي عشر شهور (12 شهراً)، سيتبرع الحساب خاصاً، وسيطلب الأمور حينئذ المعني لأغراض الحساب.

27. يتضمن هذه الشروط والأحكام وفقاً لأحكام القانون المصرى، ويتعين على أي طالب أو ناطب ينشأ من واقع العلاقة بين البنك، ومحله، أو لأي سبب آخر اتخاذ إجراءات المحاكم المالية المصرية الخاصة بالعمل الداخلي، وذلك دونما إخلال بالحق العام للبنك في اتخاذ ما يلزم من إجراءات أمام أي محكمة قضائية من أي نوع.

26. تخضع هذه الشروط والأحكام وفقاً لأحكام القانون المصرى، ويتعين على أي طالب أو ناطب ينشأ من واقع العلاقة بين البنك، ومحله، أو لأي سبب آخر اتخاذ إجراءات المحاكم المالية المصرية الخاصة بالعمل الداخلي، وذلك دونما إخلال بالحق العام للبنك في اتخاذ ما يلزم من إجراءات أمام أي محكمة قضائية من أي نوع.
In consideration of the Bank's consent from time to time but without obligation on the Bank's part to so collect, negotiate, discount, purchase and/or making of such advances, and subject to the laws of foreign countries concerning collection of banking documents, including cheques and bills, the Customer hereby irrevocably undertakes and agrees that in the event of any payment order being dishonored and/or returned at any time in the future although previously advised as paid or discharged, the Customer will refund to the Bank the full amount of such payment orders together with any expenses, charges or other costs incurred and the amount of any loss suffered by the Bank in connection therewith and the Customer authorizes the Bank to debit such amount to any account the Customer may have with any branch of the Bank. In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.

The customer hereby declare that he/they have been advised that due to legal or regulatory requirements that may exist in foreign jurisdictions, the original form of a payment order may not be returned to the customer(s). And in this respect, the customer(s) shall not hold the Bank liable for any direct or indirect losses, damages, costs and expenses that he/they may incure as a result of not having returned to him/them an original form of the payment order.

The Bank reserves the right to either purchase/send for collection the cheque(s) / commercial papers, submitted by the Customer.

In consideration to the legal or regulatory requirements that may exist under foreign jurisdictions, the Customer hereby as the beneficiary of a payment order or instrument may not be returned to the customer(s). And in this respect, the customer(s) shall not hold the Bank liable for any direct or indirect losses, damages, costs and expenses that he/they may incur as a result of not having returned to him/them an original form of the payment order.

In the event of any of the Customer's cheques or other instruments being unpaid for any reason whatsoever or being returned any time in the future although previously advised as paid and whether purchased by the Bank or sent for collection, the Customer must refund the amount together with any expenses incurred and the Customer authorizes the Bank to debit such amount and expenses to any account they may have with the Bank or any branch of the Bank.

In the event of any payment order being dishonored and/or returned at any time in the future although previously advised as paid or discharged, the Customer will refund to the Bank the full amount of such payment orders together with any expenses, charges or other costs incurred and the amount of any loss suffered by the Bank in connection therewith and the Customer authorizes the Bank to debit such amount to any account the Customer may have with any branch of the Bank. In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.

In consideration of the Bank's consent from time to time but without obligation on the Bank's part to so collect, negotiate, discount, purchase and/or making of such advances, and subject to the laws of foreign countries concerning collection of banking documents, including cheques and bills, the Customer hereby irrevocably undertakes and agrees that in the event of any payment order being dishonored and/or returned at any time in the future although previously advised as paid or discharged, the Customer will refund to the Bank the full amount of such payment orders together with any expenses, charges or other costs incurred and the amount of any loss suffered by the Bank in connection therewith and the Customer authorizes the Bank to debit such amount to any account the Customer may have with any branch of the Bank. In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.

In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.

33. In consideration to the legal or regulatory requirements that may exist under foreign jurisdictions, the Customer hereby as the beneficiary of a payment order or instrument may not be returned to the customer(s). And in this respect, the customer(s) shall not hold the Bank liable for any direct or indirect losses, damages, costs and expenses that he/they may incur as a result of not having returned to him/them an original form of the payment order.

34. In consideration to the legal or regulatory requirements that may exist under foreign jurisdictions, the Customer hereby as the beneficiary of a payment order or instrument may not be returned to the customer(s). And in this respect, the customer(s) shall not hold the Bank liable for any direct or indirect losses, damages, costs and expenses that he/they may incur as a result of not having returned to him/them an original form of the payment order.
Electronic Banking Services

1. The Terms and Conditions set forth herein govern all transactions performed by the Customer by the Bank’s Debit Card, Personal Internet Banking (PIB) or the Telephone Banking Services and are in addition to any other agreement(s) / account mandate documentation. The transactions performed by Personal Internet Banking, (the Bank’s Global Electronic Financial Service System) are governed by the Terms and Conditions of the PIB service.

2. The Customer undertakes / declares that if he/she/it elects to use the Internet Banking Service, he/she/it will be required to review and accept the relevant Terms & Conditions online. The customer accepts that he is aware enough to deal on the Internet and is responsible for all transactions made on his account through Internet banking service and that he is responsible for keeping the PIN and User ID. Any transactions under these numbers are under the responsibility of the Customer unless he notifies the Bank with loss or theft of his password or User ID. The Customer shall consider accuracy prior to any transaction or instructions executed through this service. All the relevant terms and conditions for opening and operating accounts and any subsequent amendments shall apply to this service.

3. The Debit Card shall at all times remain the property of the Bank and the Customer shall surrender the Debit Card to the Bank immediately upon request. The Bank may, without giving reason, withdraw at anytime all rights and privileges pertaining to the Debit Card / Personal Internet Banking.

4. The customer hereby agrees and accepts that upon the customer’s call to HSBC Bank Egypt’s Call Centre on 0800 ADVANCE or any other number related to HSBC Call Centre, HSBC shall have the right to record the call, and submit any request done by the customer to the concerned department for procession against positive verification.

5. The Bank is authorized but not obliged to act on any instructions given by Personal Internet Banking / Phone Banking which the Bank believes, at its sole discretion, emanate from the Customer, and which are accompanied by the use his PIB user ID and password and the Personal Identity Number (PIN). The Bank shall not be liable for acting in good faith on telephone instructions even if they are given by unauthorised individuals and the Bank shall be under no duty to verify the identity of any person giving instructions through Personal Internet Banking purportedly on behalf of the Customer.
6. يتم إصدار البطاقة المدنية ورقم هوية المستخدم للعمل على مستوى الكلمة، وأن يتحمل البنك أي مسئولية من أي نوع عن أي خسائر أو أضرار تنشأ من واقع إصدار بطاقة مدنية للعمل، وبسبب تأسيس الخدمة المصرفية الشخصية (الفنادق) عبر الشبكة الدولية، أو رقم هوية المتصل بها، مما كان سيب هذه الأضرار، أو خسائر ما وقع من جانب البنك، وسيكون البنك الحق في التخلص من البطاقة المدنية إن لم يتم استلامها من جانب العمل في غضون ثلاثين يوم (30 يوم) من تاريخ إصدارها. وفي حالة حظر البنك الحفاظ على حاملة الصرف الآلي، سيكون البنك الحق في التخلص من البطاقة إذا لم يتم استلامها من جانب العمل في غضون سبعة أيام (7 أيام) من تاريخ حفظها.

7. يظل العمل دائمًا هو المسؤول عن معاملات أجريت باستخدام البطاقة المدنية أو الخدمة البنكية الشخصية (الفنادق) عبر الشبكة الدولية، وينظم العميل تعرف البنك عن كافة الخسائر أو الأضرار الناشئة أي شكل كان عن الاستخدام غير المرخص به للبطاقة المدنية أو رقم هوية الهوية.

8. دونما إخلاءً للاحكام (2)، يكون على العمل ممارسة كل ما هو ممكن من وسائل عناية الرجل الحريص وذلك لعرض مع فقدان أو سرقة البطاقة المدنية وتفاصيل رقم هوية الهوية، ويلزم بجعل البنك على الفوستر والتفاصيل كتبة على وجوه أي حالة فقد أو سرقة. لا يجوز لعيد البنك المسؤولية في حالة استخدام البطاقة المدنية أو رقم هوية المفقود أو السرق أو استغلال الخدمة المصرفية الشخصية (الفنادق) عبر الشبكة الدولية قبل إشعاره كتابيا بفقدان أو السرق.

9. يستخدم عملاء الخانق بحلاكي، قبل لإعداده بشأن استخدام البطاقة المدنية أو الخدمة البنكية الشخصية (الفنادق) عبر الشبكة الدولية بسجل نهائيا ومرعى من كافي النواحي والخايرات في استخدامه كدليل مستند مقبول.

10. يقوم البنك بإجراء خصم من حساب العمل بقيمة أي عملية سحب أو تحويل تليد باستخدام البطاقة المدنية أو الخدمة البنكية الشخصية (الفنادق) عبر الشبكة الدولية ويسحب البنك (أ) بإجراء عمليات باستخدام البطاقة المدنية، (ب) أو البنك أو الأداء بعملية باستخدام البطاقة المدنية أو من خلال الخدمة البنكية الشخصية (الفنادق) عبر الشبكة الدولية وذلك لإدارة عمليات وسداد مفتوح للغرض على أن ينال ذلك لتحديد مبلغ يقرر من حقوق الأقر من جانب البنك حسبما يراه لدعوات العمليات التي تجري على أنها مصرفية عن طريق الشبكة الدولية، فيتم خصمها من حساب العمل بعد إجرائها التحويل إلى المصرفية المحلية وفقًا لسعر الصرف الساري الذي يقوم البنك في يوم التحويل.

11. يقوم البنك بإجراء خصم من حساب العمل بشأن كافة المصروفات الناشئة عن إصدار بطاقة المدنية وهي المصروفات التي يتعين عليها البنك من حين لأخر، وهذا مصاريف إصدار أي بطاقة مدنية بديلة لها عند ذلك الوقت.

12. بالنسبة لعمليات السحب الذي تجري في بلد مختلف البلد الذي صدر فيه البطاقة المدنية، ستتضمن هذه العمليات لرسوم السحب الذي يتعين عليها البنك من حين لأخر.

13. لا يجوز للعملاء الإفصاح عن رقم هويته لأي شخص آخر دونما موافقة كتابية من البنك.
14. The Customer shall not be entitled to overdraw the account with the Bank or to withdraw / transfer funds by use of the Debit Card / Personal Internet Banking Service in excess of any overdraft limit agreed with the Bank.

15. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction / failure of the Debit Card arising out of the Customer’s mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.

16. The Bank shall not be liable for any loss caused due to the unavailability of the Personal Internet Banking Service.

17. Any cheque(s) deposited shall be accepted for collection and the proceeds shall not be available to the Customer until the cheque(s) has / have been cleared, the proceeds paid to the Bank by the paying bank and credited to the Customer’s account.

18. In the case of a joint account, each customer shall be jointly and severally responsible for all transactions processed by the use of the Debit Card(s) issued to one or more of them, notwithstanding any stipulation, which may have been made in the account opening mandate completed by them, requiring all parties to the account to sign.

19. The Bank shall be entitled to immediate return of the Debit Card in the event of the Customer’s death, bankruptcy, liquidation or closure of the account.

20. No Personal Internet Banking Services shall be available in relation to any account where more than a single signatory is required.

Mandate (Joint Accounts only)

1. The mandate for the operation of joint accounts is made up of the provisions in this section. The signing instructions which form part of the mandate are contained in the application form.

2. The Bank may open or continue (as the case may be) any account or accounts at any branch of the Bank in joint names as directed and close any accounts opened or continued or subsequently opened as directed in each case in accordance with the mandate.

3. The Bank may place to the credit of any account in joint names all amounts, including dividends; interest and capital sums arising from securities or proceeds of cheques or bills received or collected by the Bank for the credit of any of the joint account holders.

14. لا يحق للعميل السحب من الحساب الكائن لدى البنك بما يتجاوز حد الائتمان أو إجراء سحب أو تحويل باستخدام البطاقة المدنية أو الخدمة البنكية الشخصية (للأفراد) عبر الشبكة الدولية بما يتجاوز حد السحب على المكشوف المتفق عليه مع البنك.

15. لن يتماشى البنك المتناسلاً عن أي خسارة أو ضرر ناشئ مباشرة أو بشكل غير مباشر عن أي عطل أو حركة في البطاقة المدنية وكان ذلك عطل أو الحركة ناشئاً عن خطأ من العميل أو عدم وجود مبلغ كافٍ بشكل متوافق بماكينات الصرف الآلي أو خلاف ذلك على أي نحو كان.

16. لن يتماشى البنك المتناسلاً عن أي خسارة إن كانت ترجع لعدم توفر الخدمة البنكية الشخصية (للأفراد) عبر الشبكة الدولية.

17. يجوز أن يكون للبنك الحق في استرجاع أي شيك أو شيكات تقدم له على الأحوال يتجاوز المنفذات للعمل مما تسببت بها أو ما قد ينتج عن عطل في البطاقة المدنية على أي حال.

18. في حالة الحساب المشترك، يتحمل كل عميل المسئولية منفرداً ومجتمعاً مع غيره من صاحبي الحساب المشترك في كافة المعاملات التي تجري باستخدام البطاقة المدنية، وعليها تصرد لأحداً أو أكثر من صاحب حساب منهم، وذلك في ظل عدم وجود أي شريحة أو حوك وارد في التوقيف الكاتبي ينتج من الحساب الذي تم إعداده ومنحه قبلاً بناءً على الأطراف التابعة للتوقيف.

19. يكون البنك الحق في الاسترداد الفوري للبطاقة المدنية وذلك في حالة وفاة العميل أو إفلاسه أو تصفية أو إغلاق الحساب.

20. لا يجوز توفير الخدمة البنكية الشخصية (للأفراد) فيما يتعلق بأي حساب يتطلب أكثر من موقع فردي.
4. The Bank may honor and comply with all cheques, promissory notes and other orders drawn and all bills accepted on behalf of the joint account holders, whether the current account be in credit or over drawn to comply with all directions given for or in connection with any account or accounts of any kind whatsoever on behalf of the joint account holders and accept and act upon all receipts for monies deposited with or owing by the Bank on any account or accounts in the joint account holders names provided that such cheques, promissory notes, orders, bills, direction or receipts are signed in accordance with the mandate in addition to orders or instructions governed by clause 17 in the section headed Electronic Banking Services.

5. The Bank may issue Debit Cards to each of the joint account holders on application provided the relevant application form is signed by the joint account holders in accordance with the mandate.

6. The Bank may make on request in accordance with the mandate any advance to the joint account holders by way of finance or overdraft or discount or in any manner howsoever with or without security.

7. The Bank may deliver upon instructions given in accordance with the mandate any securities, deeds, boxes and articles and their contents, and property of any description held in joint names.

8. Subject to the Bank’s discretion, the Bank may accept instructions given in accordance with the mandate, any stop cheque instruction where one of the joint account holders has lost a cheque or in any such circumstances in which it shall be allowed by law and agreed by the Bank on the condition that the joint account holders have provided to the Bank an indemnity in such form as the Bank may require.

9. In the absence of any written instructions to the Bank to the contrary given in accordance with the mandate, all accounts subsequently opened shall be operated and dealt with upon terms set out above in so far as the same may be applicable.

10. The joint account holders agree that any liability whatsoever incurred to the Bank by any of the joint account holders in respect of the foregoing shall be joint and several.

11. The customer acknowledges that the provision for joint account mandates is set out in the Bank’s General Terms & Conditions for the Operation of Accounts and Electronic Banking Services. I/We irrevocably declare that I/we have no objection to the partial and/or full settlement/set off – whether from any personal or joint accounts – on any balances due to a finance or credit card issued to any of the joint account holders upon the mutual request of the account holders.
**Advance Declaration**

The Customer hereby agrees to bear all service charges that might occur on the Customer’s Advance Account, such charges are clearly defined in the Advance tariff of charges, which the Customer has reviewed, read and agreed upon. The Customer further agrees on any changes that might apply to the service charges at the sole discretion of the Bank from time to time. The Customer further agrees and declares that in case a Personal Finance is granted, the Customer will maintain the Advance account until the full settlement of the finance amount. Otherwise, the Bank will have the full right to request the difference between the normal interest rate/commission and the discounted interest rate / commission offered to Advance Customers that the Customer declares to pay upon the Bank’s first demand.

**Standing Instructions**

1. The Customer shall ensure sufficient funds are retained in the account to enable the Bank to meet any standing instruction on the account on the due date.

2. The Bank reserves the right to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with the Bank.

3. If any standing instruction is inactive for three consecutive months or is rejected for insufficient funds in the account, the Bank may terminate the standing instruction without any advice to the Customer.

4. The Bank may terminate any standing instruction as to future payments at any time after being advised by the beneficiary / beneficiaries of that standing instruction.

5. A nominal charge will be levied for the initial setting up or amendment of a standing instruction. This charge does not include the incidental postage, stamp duty and/or telex charges which may also be applicable as per the Bank’s Standard Tariff of Charges in force from time to time.

6. The Bank may also at its discretion levy a charge on each standing instruction payment not effected for lack of funds.

7. Any amendments or cancellations will not be effective unless received by the Bank at least one week before the next activation of the standing instruction.

8. Neither the Bank nor its branches, correspondents nor agents is responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting transfers under standing instructions.
Amounts paid by the Bank in respect of variable payments reflect the amount recorded by the Bank computer system as having been entered by the Customer, subject to the maximum limit in force at the time.

**Telegraphic (SWIFT) Transfers / Demand Drafts**

1. In the absence of any specific instructions to the contrary any Telegraphic (SWIFT) Transfer will be effected in the currency of the country in which payment is to be made.

2. All charges incurred outside Egypt are for the account of the beneficiary, unless specified by the Customer otherwise, in which case the Bank may debit such fee, as authorised from time to time, to the Customer’s account.

3. The Bank reserves the rights to draw a Telegraphic (SWIFT) Transfer on a different place from that specified by the remitter if operational circumstances so require.

4. A Telegraphic (SWIFT) Transfer is dispatched entirely at the Customer’s own risk.

5. It is understood that neither the Bank, nor the Bank’s branches, correspondents nor agents are responsible for any loss, delay, error, omission, or mutilation arising in the transmission of cables telegrams or communications by electronic systems.

6. Telegraphic (SWIFT) Transfers will be effected with SPOT value (two business days after the deal date). Application for same day value will be handled at the discretion of the Bank’s Management as this is subject to the time the application is received, as well as the cut-off time which applies in the country to which funds are remitted.

7. The Bank or correspondents are not responsible for any delay, mistake or omission caused by the Telegraphic or Postal Authorities and that in the event the draft is lost or stolen, the Bank will not be liable to make any refund.

8. The Customer may from time to time request a wire transfer services, therefore he/she/it authorizes the bank to mention his/her/its details in the remittance messages.

9. On-line Cashier Orders / Demand Drafts which are not received by the customer/authorized delegate after one month from its issuing date, will be cancelled and the amount will be refunded to the customer’s account.

10. **التحويلات الورقية (التحویلات الساحبة)**

   1. ما لم ترد تعليمات محددة بخلاف ما يلي، يتم تنفيذ أي تحويل برقي (سويفت) بعملة البلد التي سيتم الدفع فيها.

   2. تُحتفظ كافة الرسوم المفروضة خارج مصر على حساب المستفيد ما لم يُحدد العميل خلاف ذلك، وفي هذه الحالة يجوز للبنك خصم تلك الرسوم من حساب العميل حسبًا يُصرّح به من حين لآخر.

   3. يتم إرسال الورقة الورقية (التحویل) تحت الشروط التشغيلية / الإدارية.

   4. يتم احتضان الخوصوصية / ملف الورقة (التحویل) تحت الشروط التشغيلية.

   5. يتم تنفيذ الورقة الورقية (التحویل) بالقيمة الحاضرة (SPOT) وذلك في يوم عمل بعد تاريخ المعاملة.

   6. يتطلب البنك من العميل تقديم تحويل عن طريق الأبجدية (التحویل) وذلك في حالة إلغاء المعاملة.

   7. لا يتحمل البنك أو ممثليه المسؤولية عن أي أخطاء أو خسائر أو سوء فهم من جانب العميل، وفي حالة فقدان الورقة أو سرقتها، فإن البنك لن يتحمل أي قيمة لها.

   8. يجوز العميل أن يطلب من حين لآخر خدمات تحويل برقي، وبالتالي يكون عليه تفويض البنك بتسليم مذكرة التفصيلية في رسائل التحويل البريدي.

   9. بالنسبة لأوامر الصرف الإلكترونية أو أوامر السحب بالإطلاق والتي لم تتم تنفيذها أو المعتمد لها بعد مرور شهر من تاريخ إصدارها، فسيتم إلغائها وسيتم رد المبلغ لحساب العميل.
General

1. The Bank reserves the right to vary any of these Terms and Conditions. Customers will be notified of changes by mail or by display at the Bank’s branches or the Bank’s website. Use of the Debit Card / Telephone Banking Service / Personal Internet Banking Service after the date upon which any changes to these Terms and Conditions is to have effect (as specified in the Bank’s notice) will constitute acceptance without reservation by the Customer of such change provided that the Customer shall have been notified thereof before such use. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 days of posting to the address last notified in writing to the Bank by the Customer. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Customer.

2. The Customer irrevocably agrees that the Bank may at its absolute discretion:
   a. Transfer, assign or sell in any manner, in whole or in part, any debt owed by the Customer to the Bank to another entity, whether another member of the HSBC Group or otherwise and whether or not in the same jurisdiction.
   b. Appoint another member of the HSBC Group of Companies to act as agent for the purposes of collecting any debt owed by the Customer to the Bank including appointing debt collection agents and the Customer agrees to pay all costs incurred in such recovery including the costs of the collection agents.
   c. For any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer or the Customer’s transactions with any member or associate member of the HSBC Group of Companies or debt collection agent.
   d. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as the Bank.

3. Information about customers may be processed offshore, in the United Kingdom or elsewhere.

الأخلاق العامة

1. يحتفظ البنك بالحق في تعديل وتحرير هذه الشروط والأحكام وتغيير الشروط التكنولوجيا بيانات البريد الإلكتروني أو في بعضها على موقع البنك الإلكتروني. وسيكون استخدام العلامة التجارية شرط استخدام الخدمة البنكية عبر الهاتف أو الخدمة البنكية الشخصية (الإلكترونية) عبر الطلب الورقي وذلك بعد تاريخ نشر أي تغييرات في هذه الشروط والأحكام (حسبما يحتفظ البنك بالحق في إخطار العملاء بطريق البريد الإلكتروني أو عرضها في فروع البنك أو على الموقع الإلكتروني). سيكون استخدام الخدمة بعد تاريخ نشر أي تغييرات في هذه الشروط والأحكام بمثابة قبول للعملاء بدون تحفظ من جانب العملاء. أي إخطار يرسى إلى البنك عبر البريد الإلكتروني سيتلقى في غضون 7 أيام من تاريخ إرساله على آخر عنوان أخير يتركبه العملاء المصرف. وسيكون إشعار العملاء من التغيير بأي طريقة تراه البنك من ساري وكفيف من البنك إلى العملاء.

2. يوافق العملاء موافقة غير قابلة للالغاء أو الإبطال على أن يجوز للبنك:
   a. حوالة أي دين مستحق للعملاء للبنك إلى أي جهة أخرى أو التنازل عن أي دين مستحق للعملاء في أي جزء أو جزء من مجموعة إتش إس بي سي أو خلاف ذلك وسواء كانت هذه الجهة تقع في نفس المنطقة أو غيرها.
   b. تعيين عضو آخر من أعضاء مجموعة شركات إتش إس بي سي للعمل بصفة وكيل لأغراض التحصيل أي مديونية مستحقة للعملاء البنك، ويشمل ذلك تعيين وكلاء للتحصيل الديون. يوافق العملاء على سداد كل ما يتحمله البنك من تكاليف الاسترداد من المطلق، بما في ذلك تكاليف وكالة التحصيل.
   c. تعاون مع أي معلومات أو تفاصيل أو بيانات تتعلق بالعملاء أو معاملاتهم مع أي عضو أو طرف مشترك في مجموعة شركات إتش إس بي سي أو وكلاء التحصيل للمديونيات، وذلك لأغراض مكافحة الفشل أو المراقبة المالية أو تقديم الخدمات من جانب الغير أو تحصيل الديون أو الوفاء بمثابة من أي جهة حكومية أو جزية أو منطقياً.
   d. يجوز للبنك حفالة أو التعامل من المبلغ عن أي عملاء أو طرف مشترك في مجموعة شركات إتش إس بي سي أو وكلاء التحصيل للمديونيات، وذلك لأغراض مكافحة الفشل أو المراقبة المالية أو تقديم الخدمات من جانب الغير أو تحصيل الديون أو الوفاء بمثابة من أي جهة حكومية أو جزية أو منطقياً.

3. يجوز أن يتم التعامل على المعلومات الخاصة بالعملاء وعملائها بالإلقاء أو الإبطال.
4. These Terms and Conditions shall be governed by and construed in accordance with the laws for the time being in force or which shall be in force in the future in the Arab Republic of Egypt.

5. Customers wishing to complain about the standard of service provided by the Bank or about a possible Bank mistake should notify the Bank as soon as possible. The Bank will investigate the complaint and where appropriate, take steps to remedy the situation and prevent a recurrence. Complaints should be addressed to the manager of the Customer's branch, or the manager of the department in question, the Bank's Call Centre or through the Bank's website.

6. The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

a. Any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under the Account Terms or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations.

b. The exercise of any of the Bank's rights under this clause. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages and communications which are subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.
Debit Cards Supplemental Terms and Conditions

These terms are supplemental to and must be read in conjunction with the General Terms and Conditions for the Operation of Accounts and Electronic Banking Services. The Bank reserves the right to amend any of these Terms and Conditions. Any amendments will be announced by mail, display at the Bank’s branches or via our website, www.hsbc.com.eg. In the event of these Terms and Conditions being in conflict with the General Terms and Conditions for the operation of Accounts and Electronic Banking Services, these terms and conditions shall prevail.

Only the relevant parts of these Debit Card Terms and Conditions shall apply if your Card does not have all of the functions set out below.

Issuing a Debit Card and Personal Identification Number (PIN)

1. We will only issue you a Card if you ask for one or to replace a Card that already exists.

2. In the event you do not wish to have a Debit Card or do not accept these Terms and Conditions, please cut the Debit Card into two pieces across the magnetic stripe and chip and return the Card to the Bank. Worth highlighting that your Debit Card is issued in an active status. The Usage of your Debit Card constitutes your acceptance to the Terms and Conditions included herein.

3. If we have issued you a replacement Card before your existing Card’s expiry date then you shall be able to use your existing Card till its expiry date, unless you have asked us to cancel your existing Card. We recommend that on receiving a replacement Card you cut your existing Card into two pieces across the magnetic stripe and chip.

4. You must create your own PIN. The PIN will not be revealed to anyone but yourself. You can use your PIN with your Debit Card for purchasing goods and services from retailers that accept VISA cards.

5. You must take all reasonable precautions to prevent fraudulent use of your Card and PIN including but not limited to:
   1. Never write down your PIN on any document
   2. Do not choose a PIN that may be easy to guess such as sequences of numbers
   3. Taking care to ensure that no one sees your PIN when you use it.
   4. Sign each Card as soon as you receive it.
   5. Keeping your Cards and PIN safe

احكام وشروط بطاقات الخصم المباشر

إن هذه الأحكام هي عبارة عن شروط و أحكام تكميلية، حيث يتم التعامل عليها مع شروط و أحكام العلامة التجارية المعنوسة والخدمات البنكيه الإلكترونية. و يحتفظ البنك بالحق في إجراء تعديلات على هذه الشروط و أحكام التكميلية، على أن يتم إعلامك عن أي تعديلات بها إما برسائل البريد أو إعلانات أخرى، و في حالة وجود تعديلات أخرى فلنقل من خلال إعلانات عبر الموقع الإلكتروني لدينا أو أخرى.

1. إن هذه الأحكام هي عبارة عن شروط و أحكام تكميلية، حيث يتم التعامل عليها مع شروط و أحكام العلامة التجارية المعنوسة والخدمات البنكيه الإلكترونية.

2. إن لم تعد لديك الرغبة في حيازة بطاقة الخصم المباشر أو إن لم تحظى هذه الأحكام بالقبول من جانبيك، فرجى تقاطع بطاقة الخصم المباشر ثم طلب من البنك تعديل شروط و أحكام البطاقة إذا لم تراجعت فوراً إلى البنك.

3. إننا بإصدار بطاقة دبلة قبل حلول تاريخ انتهاء سريان بطاقة الخصم المباشر، فسيتم استخدام بطاقة الخصم المباشر حتى تاريخ انتهاء سريانها، مما يدل على استخدامك للخدمة.

4. يتوجب عليك إنشاء رقم سري لبطاقتك، لن يتم الإفصاح عن هذا الرقم السري لأي شخص آخر. يمكنك استخدام رقم السري مع بطاقة الخصم المباشر الخاصة بك لشراء البضائع والخدمات من منافذ البيع بالتجزئة التي توفر التعامل (VISA Card).

5. عليك أن تأخذ كل ما هو ملاءم من الاحتياطات لمنع استغلال بطاقتك أو الرقم السري في أي ظرف تحتملي من هذه الاحتياطات على وجه العموم، خاصة:
   1. عدم تخزين البطاقة أو رقم السري في مكان آمن أو ورقة
   2. عدم اختيار رقم السري يمكن تخمينه بسهولة
   3. عدم استخدام رقم السري في أي رقاقة متصلة
   4. وعليكم توقيع كل بطاقة بمجرد استلامها.
   5. وعليكم الحفاظ على سلامة بطاقاتك ورقم السري واحترام أمانك،
5.6. Do Not disclose the Card numbers, PINs or Card security codes except when using the Cards to make payments.

5.7. Do Not tamper with the Card

5.8. Destroying the PIN advice immediately after receipt

5.9. You should Immediately inform us if your Card is lost or you believe your PIN is no longer secure and known to anyone.

5.10. Comply with all reasonable instructions we issue regarding keeping your Card and PINs safe

6. If your account is in joint names, these Terms and Conditions apply to each Cardholder. Each joint account holder may be issued a Debit Card if authorized to operate the account solely.

Your Card and your Account

7. You authorize us to deduct from your account the amount of any transaction carried out by the usage of your Card, with or without use of your PIN, or by use of your Debit Card details, whether or not you have given or authorized such instructions.

8. You must not use your Card after the expiration date of the card, or after we have asked you to return it to us or informed you that its use is suspended.

9. You will be charged according to Our Tariff of Charges based on the Card usage. Details of our current charges are set out at www.hsbc.com.eg or you can enquire at any branch or by phone +202 19007 (Personal Banking), 0800 ADVANCE (Advance) or 0800 PREMIER (Premier). We may change our Tariffs and notify the customers via any channel suitable to the Bank.

10. You must not use your Card for an illegal purpose.

11. All transactions once debited to your account will be shown on your statement. It is your responsibility to check your statement(s). If you disagree with any transaction, you must notify us within 30 days of the transaction date.

12. If you dispute a transaction we may credit your account with the value of the disputed transaction by the end of the investigations with the merchant. This might take up to 180 days from date of the dispute.
Your liability for unauthorized transactions

13. You will be responsible for all losses (i) if you act fraudulently, (ii) if you act without reasonable care (which includes but not limited to complying with clause 5) (iii) for any unauthorized transactions before you report the loss or theft of your Card to us. You will not be responsible for any losses if someone else uses your Debit Card before you receive it from the bank.

Our Liability for unauthorized transactions

14. We will be responsible for any lost amounts due to an unauthorized transaction after you have reported the loss or theft of your Card to us, returning your Card and suspending its use.

Returning your Card and suspending its use

15. You can return your Card to us at any time, but it must be cut into at least two pieces across the magnetic stripe and chip.

16. We may ask you to return your Card to us or suspend its use at any time but we will give you prior notice unless we have a reason for not doing so, including but not limited to if we consider that your Card or account has been or is likely to be misused or if the Card has not been used by you for a considerable amount of time.

Self-service machines (“ATM”)

17. All Cards can be used in our ATMs in Egypt. Cash withdrawals in Egypt shall be deducted from your account on the same day and subject to a limit as advised by us from time to time. Charges may be deducted automatically as per the Bank’s Tariff of Charges in case other network or other Banks’ ATMs is being used.

18. You will have to enter your PIN in order to use ATMs.

19. Several wrong entry of your PIN will lead to retaining your Card which shall not constitute any liability on the Bank.

20. We may change the availability of our ATMs at any time without notice. Locations of our ATMs are available on our website www.hsbc.com.eg.

21. We may allow you to use your Card in ATMs in Egypt and abroad operated by other financial institutions if such machines display the VISA logo.

22. If financial institutions charge for your use of their ATMs, such charges will be payable by you.

23. We will not be responsible if you cannot use your Card in an ATM operated by another financial institution.
24. For cash withdrawals at ATMs outside of Egypt, (in which case the self-service machine operator will be acting as principal in its own right and not as our agent), we will convert the amount of any cash withdrawal made in a currency other than Egyptian Pound into Egyptian Pound at the applicable exchange rate on the day we receive details of the withdrawal. We will deduct the amount of such withdrawals and any charges from your account.

In all cases, any kind of transaction and regardless of the principal account currency could attract fees and charges of up to 2.75% over the applicable exchange rate and which could be amended from time to time at the Bank’s sole discretion and that are announced on the Tariff of Charges available on our website.

25. If you are using our ATM to transfer funds from your account to any other account, it is your responsibility to insert the correct account number and we are not liable if funds are transferred to an incorrect account due to your error.

Purchases and Services payments using your Debit Card

26. You can pay for goods and services using your Debit Card in Egypt and abroad at retailers who display a VISA logo.

27. You will usually be asked to enter your PIN into a secure PIN pad at the premises of a retailer or other supplier. Alternatively, you may be asked to sign a sales voucher showing the details of your Debit Card.

28. We will not be responsible if a retailer or other supplier refuses to accept your Card, or if you cannot use your Debit Card to make any payment.

29. We will normally debit from your account with the amount of any payment made in Egypt within three working days following the transaction that may exceed three working days depending on the transaction circumstances.

30. We will convert the amount of any payment made in a currency other than Egyptian Pound into Egyptian Pound at the applicable exchange rate on the day we receive details of the payment, and deduct the amount and related charges from your account.

In all cases, any kind of transaction and regardless of the principal account currency could attract fees and charges of up to 2.75% over the applicable exchange rate and which could be amended from time to time at the Bank’s sole discretion.

31. You cannot stop a Debit Card payment, but a retailer or supplier may make a refund. We shall credit your account when we receive the retailers instructions, but we are not be held responsible for the not refunding those amounts or any delay that might occur.

24. بالنسبة للمستخدمين النقدي من مكائن صرف ألي و الكائن خارج مصر (حيث يتحدد مسئولية الكائن نفسه بموجب الشروط الخاصة وليس وكيلنا)، سنقوم بتحويل قيمة أي مبلغ مسحوبات نقدي تمت عملية غير الجنيه المصري إلى قيمة في الجنيه المصري وذلك وفقا لسعر الصفر الساري في اليوم الذي نتسلم فيه تفاصيل عملية السحب، وسنقوم حينئذ بتحويل مبلغ المسحوبات وأي رسوم أخرى من حسابكم.

بما في جميع أنواع العمليات بما كان نوع العملة للحساب الأساسي، يمكن أن تضاف رسوم مصرفية تصل إلى 2.75% بالإضافة إلى سعر الصفر الساري، والتي يمكن تعديلها من الأحيان من دون إشعار وفقا لمطلق تقديرنا.

25. إن قمتم باستخدام كائن صرف ألي تابع لنا لتحويل مبالغ مالية من حسابكم إلى حساب آخر، فسيكون من ضمن مسئوليتكم إدخال الرقم السري الصحيح، وإدخال رقم الحساب الآخر بصورة صحيحة وسليمة، ولن تحمل المصرف المسؤولية عن أي مبالغ خُلوت إلى حساب غير صحيح نتيجة لخطأكم.

سداد قيمة المشتريات والمدفوعات باستخدام بطاقة الخصم

البحث الخاص

26. يمكنكم سداد قيمة التسوية والعزمات باستخدام بطاقة الخصم الخاص بها في مصر، وبالمثل في منافذ البيع بالتجزئة التي يوجد بها شعار "فيزا" (VISA).

27. سطلب منكم، إذا اختلف الرقم السري الخاص بكم، على هياز مؤمن لتثبيت الأرقام السرية وذلك في مرق منفذ البيع بالتجزئة أو أي مورد آخر. ويمكن أن يطلب منكم، إذا لم يمكن استخدام بطاقة الخصم الخاص بك.

28. لن تحمل المصرف المسؤولية إن لم يتم منع البيع بالتجزئة أو أي مورد آخر بطاقةكم أو إن لم يتم استخدام بطاقة الخصم الخاص في سداد أي قسط.

29. ستقوم بإجراي حساب من حسابكم بقيمة أي مبالغ مالية سدنتوها في مصر وذلك في غضون ثلاثة أيام عمل بعد إجراء المعاملة.

30. ستقوم بتحويل قيمة أي مدفوعات أجريت بعملة غير الجنيه المصري إلى قيمة في الجنيه المصري وذلك وفقاً لسعر الصفر الساري، وفقاً لнем إضافات، ثم يتم خصم المبلغ والمساحب من حسابكم.

بما في جميع أنواع العمليات مما كان نوع العملة للحساب الأساسي، يمكن أن تنسب رسوم مصرفية تصل إلى 2.75% بالإضافة إلى سعر الصفر الساري، وفقاً لнем إضافات.

31. إن قمتم بإدراج عملية سداد أجريت ببطاقة الخصم الخاص، ولكن يمكن أن تكون بضافة التجزئة أو المورد، وسوف يتم إضافته إلى المبلغ الصحيح، عند إكمال التجزئة بذلك، وفي حال الأحوال لن تحمل المصرفية عن أي تأخير في استرجاع تلك المبالغ أو عدم استرجاعها.
32. We may refuse to make or authorize a payment if there are insufficient funds in your account or payment would exceed your available limit.

33. We may refuse to authorize a payment if we consider that your Card or account has been or is likely to be misused, or for fraud prevention purposes. For decision making and Card-misuse prevention purposes, we may refer an authorization request back to the retailer for further information. This may result in you being asked to produce further identification. This may also be done on a random basis for purposes.

34. The value of all Card transactions will be charged to the Card Account in Egyptian Pounds. Card transactions in foreign currencies will be converted into the equivalent in Egyptian Pounds at the prevailing market rate (wholesale rate) at the posting date and not at the transaction date, attracting fees and charges of up to 2.75% based on the type of Card used.

Note: Please note that HSBC Bank Egypt shall never ask you for your ID, Password, and PIN (Personal Identification Number) or any other personal security details via Email or any other channels.
Operation of the Account

1. The Terms and Conditions set forth herein govern all transactions between HSBC Bank Egypt S.A.E. (the Bank, which expression shall include its successors and assigns) and the person or persons signing the Premier Account Opening Form (the Customer). Signature by the Customer on the Premier Account Opening Form shall constitute acceptance of the Terms and Conditions herein, as amended from time to time. These General Terms and Conditions are applicable to each and every account held by the Customer irrespective of any special conditions agreed by the Customer in relation to any individual accounts. The customer acknowledges having reviewed the Premier Terms and Conditions.

2. The Customer hereby declares that he/she/it is the sole account holder and the sole beneficiary of such an account and that he/she/it shall not deposit or accept the deposit of any funds coming from unknown, suspicious or illegitimate source. The Customer is committed to inform the Bank about any of such deposits and will not dispose of those funds. Furthermore, he/she/it undertakes to provide the Bank every three years at the latest or upon change with all his/her/its personal data/information similar to which was required at the time of opening the account and/or any data/information that the Bank might request at any point of time and periodically continue providing such data on a regular basis.

3. The Customer shall not allow any account to become overdrawn except with the prior written approval of the Bank. Without prejudice to the foregoing, the Customer shall pay interest on any overdraft at the rate or rates determined by the Bank from time to time calculated on the daily debit balance on any overdrawn account.

4. For Current Accounts, the Bank may at its discretion provide the Customer with a cheque book. Cheque books will be couriered to the Customer or held at the Bank’s branch for collection. The Customer shall exercise due care when drawing any cheque and shall be bound by the conditions as may be amended from time to time, printed on the inside front cover of the cheque book. The Bank shall not be held liable for inadvertence or oversight in the payment of a future value dated cheque or its failure to act on a Stop Payment Order. If within a twelve month period the number of cheques returned equals/exceeds the limit set by the Bank from time to time, the Bank will stop providing the Customer with a cheque book. Cheque books will be couriered to the Customer or held at the Customer’s branch for collection. The Customer shall exercise due care when drawing any cheque and shall be bound by the conditions as may be amended from time to time, printed on the inside front cover of the cheque book. The Bank shall not be held liable for inadvertence or oversight in the payment of a future value dated cheque or its failure to act on a Stop Payment Order. If within a twelve month period the number of cheques returned equals/
5. The Bank will periodically send the Customer a statement in respect of the Account. If the Customer does not receive a statement within 15 days of the issuance date of such statement, the Bank shall be entitled without reference to the Customer to check the accuracy of the statement and notify the Customer of any errors therein within 15 days of the issuance date of the statement, such statements shall be deemed to have been received. Moreover, this shall be considered as a declaration by the Customer that all related statement(s) of account have been reviewed and accepted without contestation.

6. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties and any charges contained in any relevant tariff or agreement including without limitation, all charges for dishonored cheques, stopped cheques and interest on any debit balance (whether authorised or not). The Bank reserves the right to levy a service charge if any qualifying Balances on any account fall below the required minimum during a calendar month, as determined by the Bank from time to time.

7. Deposits and withdrawals may be made at any branch of the Bank in Egypt subject to production of satisfactory evidence of identity or at any on-site or off-site Automated Teller Machine (ATM) of the Bank by use of the Bank’s ATM/Debit Card subject to availability of the deposit option on a particular Automated Teller Machine.

8. For Savings Accounts, the account holder must be present in person to make cash withdrawals and must give his instructions on the printed form supplied by the Bank. No withdrawals may be made by cheque or other instruments except for withdrawals made by using the ATM/Debit Card. The Bank recognizes no owner of a deposit other than the person/persons in whose name/names the account have been opened. The funds in a Savings Account are not assignable by any process whatsoever.

9. The Customer accepts all costs, expenses and risks whatsoever in connection with any account denominated in a foreign currency including without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto.

Withdrawals in foreign currency notes shall be subject to their availability at the Bank’s branch. The Bank reserves its right to charge the Customer commission on cash deposits or withdrawals to/from foreign currency accounts if such deposits or withdrawals are in the same currency as the account. Conversion from one currency to another shall be at the Bank’s rate of exchange as determined by the Bank from time to time.

5. The Customer accepts all costs, expenses and risks whatsoever in connection with any account denominated in a foreign currency including without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank and the Customer. The Bank reserves its right to charge the Customer commission on cash deposits or withdrawals to/from foreign currency accounts if such deposits or withdrawals are in the same currency as the account. Conversion from one currency to another shall be at the Bank’s rate of exchange as determined by the Bank from time to time.

The Bank will periodically send the Customer a statement in respect of the Account - quarterly for Current Accounts and Statement Savings Accounts unless otherwise agreed with the Customer without breaching respective legal requirements. Statements will be mailed through normal or electronic mail. It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 15 days of the issuance date of such statement. No claim whatsoever, about the incorrectness of any entry in the statement shall be entertained after this 15 days period. The Bank shall not be held liable for any other claim which may arise from this service to the Customer where the Customer is responsible to prove otherwise. Unless the customer notifies the Bank in writing within 15 days of the issuance date of the statement, such statements shall be deemed to have been received. Moreover, this shall be considered as a declaration by the Customer that all related statement(s) of account have been reviewed and accepted without contestation.

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6. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties and any charges contained in any relevant tariff or agreement including without limitation, all charges for dishonored cheques, stopped cheques and interest on any debit balance (whether authorised or not). The Bank reserves the right to levy a service charge if any qualifying Balances on any account fall below the required minimum during a calendar month, as determined by the Bank from time to time.

7. Deposits and withdrawals may be made at any branch of the Bank in Egypt subject to production of satisfactory evidence of identity or at any on-site or off-site Automated Teller Machine (ATM) of the Bank by use of the Bank’s ATM/Debit Card subject to availability of the deposit option on a particular Automated Teller Machine.

8. For Savings Accounts, the account holder must be present in person to make cash withdrawals and must give his instructions on the printed form supplied by the Bank. No withdrawals may be made by cheque or other instruments except for withdrawals made by using the ATM/Debit Card. The Bank recognizes no owner of a deposit other than the person/persons in whose name/names the account have been opened. The funds in a Savings Account are not assignable by any process whatsoever.

9. The Customer accepts all costs, expenses and risks whatsoever in connection with any account denominated in a foreign currency including without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto.

Withdrawals in foreign currency notes shall be subject to their availability at the Bank’s branch. The Bank reserves its right to charge the Customer commission on cash deposits or withdrawals to/from foreign currency accounts if such deposits or withdrawals are in the same currency as the account. Conversion from one currency to another shall be at the Bank’s rate of exchange as determined by the Bank from time to time.
10. The Bank is authorised to debit and charge to the account all cheques, orders and payments (other than orders and payments governed by Clause 17 of the section headed Electronic Banking) duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer whether or not such account is in credit and whether or not such account is or may become overdrawn or an existing overdraft in the account is increased as a consequence thereof, without prejudice to the Bank’s right to refuse to extend such overdraft to the Customer.

11. All exchange operations and sales or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer.

12. Acting only as the Customer’s collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, cheques, bank drafts, and other similar payment instruments of deposit, provided they are made out in favor of the Customer or endorsed to their order. For this purpose, the Bank’s offices, correspondents or other agents appointed by the Bank shall be deemed to be the Customer’s agents.

13. The Bank or its agents shall not be held liable for the loss, mutilation or dishonor of a cheque or other instrument or for failure to credit, late presentation, granting time, any delay in crediting the account or non payment of cheques or other instruments. Proceeds of cheques or other instruments shall not be available for withdrawals until collected by the Bank. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally credited or credited subject to confirmation and realisation, which are subsequently unpaid.

14. The Bank shall not be liable or responsible for failure to give notice of non payment or dishonor of any cheque, or for any claims, losses or expenses which may arise as a result of returning a dishonored cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the account with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the account and is subsequently unpaid, whether or not the cheque itself can be returned.
15. The rate of interest payable on Saving Certificates, Call Deposit and Savings Accounts and/or any other form of interest bearing account(s) that the Bank may offer from time to time, shall be available at the Bank’s branches and shall be subject to change without notice. The Customer shall retain the amounts of Saving Certificates with the Bank until the maturity of individual certificate. The premature withdrawal of a Saving Certificate shall render the Deposit subject to a lower rate of interest and a fixed premature withdrawal charge. Interest on all types of Saving Accounts shall be calculated at each month end based on minimum balance maintained during the month. Interest will be credited to the Savings Accounts every three months (January, April, July and October) in arrears. Interest rates on EGP denominated Savings Accounts will be based on tiers where higher balances will get a higher return and vice versa. The Bank has the sole discretion to change interest rates and corresponding tier thresholds. Interest on Call Deposits is calculated on the daily cleared balance and shall be credited to the account every month in arrears. And the Bank reserves its right not to credit any returns on the deposits before maturity.

16. In respect of joint Accounts, the liability of each such person identified as one of the account holders shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one such person hereunder to the Bank shall not be discharged or affected in any way (a) by reason of invalidity, voidability or unenforceability as regards any other such person or any security which the Bank may hold in respect of the account or any part thereof or (b) by the Bank’s releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other such person.

17. The Bank may at any time liquidate any investments and apply any credit balance to which the Customer is entitled on any account with the Bank in satisfaction of any indebtedness of the Customer at any time to the Bank and all accounts of the Customer with any branch of the Bank (including any indebtedness of the Customer which has been assigned to the Bank by another member of the HSBC Group) shall be treated as one combined account, for this purpose. The Bank is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary to effect such application.

18. All securities, bills, credit balances, deposits and bank notes in any currency, documents, gold or other property of any nature, which are held in the name of the Customer by the Bank, in any of its branches, or which may come into the possession of the Bank, shall be so held as security for the payment of any amount due to the Bank together with all interest and other charges arising under the account or otherwise. The Bank shall have the first right to set off or block such security against the Customer’s indebtedness, of whatever nature. The Customer waives the right to interpose any counter-claim or set-off a litigation of any nature or description between the Bank and the Customer.

بالنسبة لسعر العائد واجب الدفع على شهادات الأرخان وعلى الوانع القابلة للسحب عند الطلبات و/or حسابات الأرخان وأي أخطاء أخرى من الحسابات ذات العائد والتي يعرضها البنك من حين لآخر، ستؤثر هذه العائد لدى فروع البنك على أن يكون أن يضعغ دوماً خطر ذلك. ويتم تحمل المعالجات المحصلة بجميع شهادات الأرخان لدى البنك حتى استحقاق كل شهادة فردية له، حيث سيؤرث السحب المركزي لأندأ زعنا إلى الخصم على البريد المحلي. يتم تحصي السحب على جميع أرصدة حسابات الأرخان في نهاية كل شهر وذلك وفقاً لأقل رصيد متبقي خلال الشهر. يضاف العائد في الحساب عن أرصدة كل ثلاثة أشهر (أي في يناير، أبريل، يوليو وأكتوبر). ويكون العائد على حسابات التوفير المعروضة بناءً على الرسوم المصرفية المقدمة إلى مصرف مصر عند السحب حيث كما زاد درجة الحساب كما زاد العائد المستحق بالرصيد العلاج الصحيح. يكون للبنك الحق مقتراً في تحسين سعر الأرخان بمبلغ الشرائح، ويجب السحب على العائد من الودائع البنكي بناء على رصيد الشفوية اليومية وضمان الحساب كل شهر موفراً. ويحذف البنك حق في عمود إضافية أي أوانوع على الودائع بعد استحقاقها.

بالنسبة لحسابات المجموعة الممتدة، تكون مسؤولية لكل شخص مُعرف على أنه أحد أصحاب الحساب مسؤولية قضائية وفورية، ويتبع نفس رابطات معهد هذا الحساب، ولا يجوز إلغاء أي شرط من هذه الأدوات للشخص الذي يقدره البنك هو أولوية الأنشطة التأقلمية لجانب البنك. أو أن تؤثر مراعاته على أي نوع كان (أ) بسبب عدم سقيفتها أو (ب) تقرر البنك أي نفس آخر أو أحد أعضائها عند فقدانه و/أو عدم نفاده في حالة العائد لأي شرائحة أو حفل سريان أو عدم نفاده ضمان لصالح البنك يُشكل الحساب أو أي جزء منه /أو (ب) بسبب قيام البنك بإدارة دأي أو شخص آخر أو حالة من تلك المؤلفة أو حالة توثيقها مع أو تغيّرها بالنسبة له أو إجراء ترتيبات معه بشأنها.

بالمثل، يجوز للبنك القيام في أي حين ينصح أي استثناءات وأعمال التفاوض على أي رصيد ذائع مستحق للعمل على أي حساب لدى البنك وذلك استثناء لأي ديونية تحميلها العمل في أي حين للأعمال، وذلك بالنسبة لكل سحب و/or حسابات البنك، يُحسب العائد على كل شراء في الحساب والمدفوعة في الخشب الخاصة بالعملة لدى فروع البنك (شاملة أي ديونية على العمل في حساباتها للرد على جاب أي شخص آخر من أعضاء مجموعة إتش بي إس سي). فتقوم التعامل معه لهذا الغرض – في حالة العامل – مع البنك أو إنضاج البنك باستخدام أي مبلغ مالي كافٍ في الجانب الدائن لأي حساب من تلك الحسابات لشراء أي عمليات أخرى قد تتم لهذا الغرض.

بالنسبة للفترة الوراق المالية وأوراق النقد المسجفية والوصول إلى المعلومات، و/or سابقة الديون وأوراق البنك، سيكون كلمة عن عاملة وماذا قررت القيام بها أو أي حالات أخرى من نوع مودعة، الذي يمثل أنه ما يشكل السحب من الحساب أو أية حالات الأخرى الثالثة على حساب أو مختلفة. ويسكن البنك الحق الأول عند الطلب بناء على الرسوم المصرفية المقدمة في الحساب أو إذا كافٍ، يُضاف للحساب من أي ديونية على العمل في أي نوع، وتكون على الرسوم المفيدة للعمل في المبلغ المقابلة أو اتخاذ إجراء قانوني تطبيق أو عملية فعالة من أي نوع أو أي شك بين البنك والعمل.
19. In the event of death, incapacity, dissolution, insolvency or bankruptcy (or other analogous event or proceedings) of the Customer (or in the case of a joint account any person identified as one of the account holders) the Bank shall not be liable for any loss pursuant to such which may arise from any dealings on the account unless and until the Bank has received written notice of the same together with satisfactory documentary evidence as determined by the Bank. In such circumstances, the Bank shall suspend all dealing on the account until a duly appointed person has, in the opinion of the Bank, been suitably and legally empowered to deal with the account.

20. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part to action by any government or government agency or other force majeure including, without limitation, strikes, industrial action, equipment failure or interruption of power supplies provided that the Bank shall endeavor to give notice generally to its customers of any anticipated delays by notice in its branches.

21. These Terms and Conditions create legally binding obligations on the Customer that do not contravene other contractual or legal obligations of the Customer.

22. No failure by the Bank to exercise, nor any delay by the Bank in exercising any rights or remedy, shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

23. Each of the provisions herein are severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

24. The Customer may close the account by giving prior notice at any time to the Bank after payment of all monies due to the Bank at the time of such closing of the account. The Bank may close, freeze or suspend dealings on the account after deduction of all monies due to the Bank at the time of such closing of the account and cease the acceptance of funds for the credit of the account, without prior notice to the Customer and without giving any reason and without breach of duty to the Customer either at the Bank’s own instance or at the instance of any court or administrative order.

25. Any demand or communication made by the Bank shall be through recorded telephone calls or sent via e-mail or in writing and made at the correspondence address of the Customer indicated in the Account Opening Form (or such other address as the Customer shall notify to the Bank in writing or through recorded telephone calls from time to time) and shall be deemed to have been served on the date of posting or receipt of the call.
The Customer shall advise the Bank without delay of any change in address mentioned in the documents submitted to the Bank.

26. These Terms and Conditions shall be governed by and construed in accordance with the Egyptian Law. Any claim or dispute, arising from the relationship between the Bank and its Customer or otherwise shall be subject to the jurisdiction of the civil courts of Egypt in which the branch is situated, but without prejudice to the Bank’s general right to take proceedings, where necessary, in any court whatsoever.

27. The Customer hereby authorises the Bank to respond, at its sole discretion, to any and all enquiries received from any other bankers (including, without limitation, bank references), concerning any and all accounts of the Customer with the Bank, without reference to the Customer. The Customer further authorises the Bank to disclose any information regarding the aforementioned accounts to other members, associates or agents of the HSBC Group.

28. The Customer acknowledges that it is not allowed that he/she/it issues payment orders or any other payment or transfer instructions...etc by the debit of his/her/ its account in favor of a third party without the use of the official bank forms or modes that have been made available by the bank for this purpose.

29. If a Current / Savings account remains without any withdrawal transactions for 12 months, the account shall be considered as dormant, which may require the physical presence at any of the Bank’s branches to reactivate the account.

For Commercial Papers / Cheques

30. The Customer may from time to time request the Bank to collect on his/ her /its behalf, negotiate, discount, purchase on a with recourse basis and/or make advance against or on the security of cleared or uncleared cheques, bills of exchange, drafts, promissory notes, travelers cheques, postal orders and other instruments or orders for the payment of money whether issued in favor of the Customer or endorsed in the Customer’s favor or in blank (each of foregoing a payment order ). The receipt by the Bank or delivery to the Bank of any payment order whether by the Customer or any other person authorized by him shall constitute a request to the Bank to collect the proceeds of the payment order. All the terms and conditions of the Bank shall apply in regards to the collection of these documents.
In consideration of the Bank’s consent from time to time but without obligation on the Bank’s part to so collect, negotiate, discount, purchase and/or making of such advances. Subject to the laws of foreign countries concerning collection of banking documents, including Cheques and bills, the Customer hereby irrevocably undertakes and agrees that in the event of any payment order being dishonored and/or returned at any time in the future although previously advised as paid or discharged, the Customer will refund to the Bank the full amount of such payment orders together with any expenses, charges or other costs incurred and the amount of any loss suffered by the Bank in connection therewith and the Customer authorizes the Bank to debit such amount and expenses to any account they may have with any branch of the Bank. In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.

In the event of any of the Customer’s cheques or other instruments being unpaid for any reason whatsoever or being returned any time in the future although previously advised as paid and whether purchased by the Bank or sent for collection, the Customer must refund the amount together with any expenses incurred and the Customer authorizes the Bank to debit such amount and expenses to any account they may have with the Bank or any branch of the Bank. The Bank reserves the right to either purchase/send for collection the cheque(s) / commercial papers, submitted by the Customer.

The customer hereby declares that he/she have been in consideration to the legal or regulatory laws and/or rules of the country or countries to which the Bank is subject, and agrees that in the event of any payment order being dishonored and/or returned at any time in the future although previously advised as paid or discharged, the Customer will refund to the Bank the full amount of such payment orders together with any expenses, charges or other costs incurred and the amount of any loss suffered by the Bank in connection therewith and the Customer authorizes the Bank to debit such amount and expenses to any account they may have with any branch of the Bank. In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.

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The customer hereby declares that he/she have been in consideration to the legal or regulatory laws and/or rules of the country or countries to which the Bank is subject, and agrees that in the event of any payment order being dishonored and/or returned at any time in the future although previously advised as paid or discharged, the Customer will refund to the Bank the full amount of such payment orders together with any expenses, charges or other costs incurred and the amount of any loss suffered by the Bank in connection therewith and the Customer authorizes the Bank to debit such amount and expenses to any account they may have with any branch of the Bank. In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.

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The customer hereby irrevocably undertakes and agrees that in the event of any payment order being dishonored and/or returned at any time in the future although previously advised as paid or discharged, the Customer will refund to the Bank the full amount of such payment orders together with any expenses, charges or other costs incurred and the amount of any loss suffered by the Bank in connection therewith and the Customer authorizes the Bank to debit such amount and expenses to any account they may have with any branch of the Bank. In case there are no sufficient funds or the Customer has closed his accounts for any reason, the Bank preserves all legal rights to claim its dues.
Electronic Banking Services

1. The Terms and Conditions set forth herein govern all transactions performed by the Customer by the Bank’s ATM/Debit Card, Personal Internet Banking (PIB) or the Telephone Banking Services and are in addition to any other agreement(s) / account mandate documentation. The transactions performed by Personal Internet Banking, (the Bank’s Global Electronic Financial Service System) are governed by the Terms and Conditions of the PIB service.

2. The Customer undertakes / declares that if he/she/ it elects to use the Internet Banking Service, he/she/ it will be required to review and accept the relevant Terms & Conditions online. The customer accepts that he is aware enough to deal on the Internet and is responsible for all transactions made on his account through Internet banking service and that he is responsible for keeping the PIN and User ID. Any transactions under these numbers are under the responsibility of the Customer unless he notifies the Bank with loss or theft of his password or User ID. The Customer shall consider accuracy prior to any transaction or instructions executed through this service. All the relevant terms and conditions for opening and operating accounts and any subsequent amendments shall apply to this service.

3. The ATM/Debit Card shall at all times remain the property of the Bank and the Customer shall surrender the ATM/Debit Card to the Bank immediately upon request. The Bank may, without giving reason, withdraw at anytime all rights and privileges pertaining to the ATM/Debit Card / Personal Internet Banking.

4. The customer hereby accepts and agrees that upon the customer’s call to HSBC Bank Egypt’s Call Centre on 0800 PREMIER or any other number related to HSBC Call Centre, HSBC shall have the right to record the call, and submit any request done by the customer to the concerned department for procession against positive verification.

5. The Bank is authorised but not obliged to act on any instructions given by Personal Internet Banking / Phone Banking which the Bank believes, at its sole discretion, emanate from the Customer, and which are accompanied by the use his PIB user ID and password and the Personal Identity Number (PIN). The Bank shall not be liable for acting in good faith on telephone instructions even if they are given by unauthorised individuals and the Bank shall be under no duty to verify the identity of any person giving instructions through Personal Internet Banking purportedly on behalf of the Customer.
6. The ATM/Debit Card and PIN are issued to the Customer entirely at the Customer’s risk, and the Bank shall bear no liability whatsoever for any loss / damage arising from the issue to the Customer of the ATM/Debit Card, Personal Internet Banking and respective PINs however caused, unless the cause is the result of an act or error of the Bank. The Bank has the right to destroy the ATM/Debit Card if it was not collected by the customer within 30 days from the issuance date. And in case of retention of the Card by the ATM, the Bank shall have the right to destroy the Card if was not collected by the customer within 7 days from retention date.

7. The Customer shall at all times remain liable for any transactions made by using the ATM/Debit Card / Personal Internet Banking Service and shall indemnify the Bank for all loss / damage however caused by any unauthorised use of the ATM/Debit Card or PIN.

8. Without prejudice to the provisions of Clause 6, the Customer shall exercise every possible care to prevent the ATM/Debit Card and details of the PIN being lost or stolen and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen ATM/Debit Card / PIN or PIB service is used prior to receipt of written notice of loss.

9. The Bank’s record of transactions processed by the use of the ATM/Debit Card / Personal Internet Banking Service shall be conclusive and binding for all purposes and acceptable as documentary evidence.

10. The Bank shall debit the Customer’s account with the amount of any withdrawal / transfer effected by the use of the ATM/Debit Card / Personal Internet Banking Service. The Bank will permit (a) withdrawals by ATM/Debit Card, (b) telephone / PIB instructions for transfers and third party payments up to a limit as determined from time to time by the Bank at its discretion. Transactions which are effected in currencies other than the domestic currency of issuance will be debited to the Customer’s account after conversion into the domestic currency of issuance at the prevailing exchange rate as determined by the Bank on the day of conversion.

11. The Bank shall debit the Customer’s account with all expenses arising from the issuance of the ATM/Debit Card as may be announced by the Bank from time to time and any replacement thereof if requested.

6. يتم إصدار بطاقة الصرف الآلي / البطاقة المدينة ورقم هوية المستعمل على مسئولية العميل، ولن يتحمل البنك أي مسؤولية من أي نوع عن أي خسائر أو أضرار تنشأ من وقوع إصدار بطاقة الصرف الآلي/ البطاقة المدينة للعملاء أو يسبب الخسارة الشخصية (الصرف الآلي) عبر الشبكة المالية أو رقم بطاقة الهوية الخاصة بها، ومن ثم ينشأ عن هذا الأضرار أو الخسائر، إذا لم يكن العميل ينتج عن تصرف أو خطأ ما وقع من جنبه وقد يعتقد الحاسوب في التخلص من بطاقة الصرف الآلي / البطاقة المدينة إن لم يتم استلامها من جانب العميل في غضون ثلاثين يوم (30 يوم) من تاريخ إصدارها.

7. وفي حالة حفظ البطاقة داخل ماكينة الصرف الآلي، سيكون البنك الحق في تدمير البطاقة إن لم يتم استلامها من جانب العميل في غضون سبع أيام (7 أيام) من تاريخ حفظها.

8. دونما إخلال بأحكام البند (2)، يكون على العميل ممارسة كل ما هو ممكن من وسائل عالبة الرجل الحريص وذلك لغرض منع فقدان أو سرقة بطاقة الصرف الآلي / البطاقة المدينة وتفاصيل رقم بيان الهوية، ويجب على العميل بالتذكير باحالة البنك على الفور بل والتأكد من وجود حالتين قد سرقتا. ولن يجوز تحمل البنك المسؤولية في حالة استخدام بطاقة الصرف الآلي / البطاقة المدينة أو رقم بطاقة الهوية والفروض أو استغلال الخدمة البنكية الشخصية (الصرف الآلي) عبر الشبكة الدولية قبل إخطار كتائب نواب الهوية بالفقد أو السرقة.

9. يكون سجل المعاملات الخاص بالبنك والذي يتم إعداده بشأن استخدام بطاقة الصرف الآلي / البطاقة المدينة أو الخدمة البنكية الشخصية (الصرف الآلي) عبر الشبكة الدولية سجل نهائياً وملزمًا كفاءة النواحي والأعراف بل ويجوز استخدامه كدليل مستندي مقبول.

10. سيتم الصرف من حساب العميل في حالة خصمر التي ينتج عن تصرف أو تحويل أتم أو استخدام بطاقة الصرف الآلي / البطاقة المدينة أو الخدمة البنكية الشخصية (الصرف الآلي) عبر الشبكة الدولية من قبل أي شخص غير الصرف الآلي أو الشبكة الدولية.

11. تقوم البنوك بإجراء خصم من حساب العميل بشأن كافة المصرفات الثلاثة عن إصدار بطاقة الصرف الآلي / البطاقة المدينة وفروع البنك التي يتلقى منها البنوك في هذه الأخر، وذلك إذا تم عبر المعاملات التي تجري بعملة عملة الإصدار المحلية، فتحصمه من حساب العميل بعد إجراء التحويل إلى عملة الإصدار المحلية وفقاً لسعر الصرف الساري الذي يقرر البنك في يوم التحويل.
12. Cash withdrawals performed in countries other than in which the ATM/Debit Card was issued will be subject to a cash withdrawal fee as may be announced from time to time by the Bank.

13. The Customer shall not disclose the PIN to any other person without the prior written consent of the Bank.

14. The Customer shall not be entitled to overdraft the account with the Bank or to withdraw / transfer funds by use of the ATM/Debit Card / Personal Internet Banking Service in excess of any overdraft limit agreed with the Bank.

15. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction / failure of the ATM/Debit Card or otherwise howsoever.

16. The Bank shall not be liable for any loss caused due to the unavailability of the Personal Internet Banking Service.

17. Any cheque(s) deposited shall be accepted for collection and the proceeds shall not be available to the Customer until the cheque(s) has/have been cleared, the proceeds paid to the Bank by the paying bank and credited to the Customer’s account.

18. In the case of a joint account, each customer shall be jointly and severally responsible for all transactions processed by the use of the ATM/Debit Card(s) issued to one or more of them, notwithstanding any stipulation, which may have been made in the account opening mandate completed by them, requiring all parties to the account to sign.

19. The Bank shall be entitled to immediate return of the ATM/Debit Card in the event of the Customer’s death, bankruptcy, liquidation or closure of the account.

20. No Personal Internet Banking Services shall be available in relation to any account where more than a single signatory is required.

Mandate (Joint Accounts only)

21. The mandate for the operation of joint accounts is made up of the provisions in this section. The signing instructions which form part of the mandate are contained in the application form.

22. The Bank may open or continue (as the case may be) any account or accounts at any branch of the Bank in joint names as directed and close any accounts opened or continued or subsequently opened as directed in each case in accordance with the mandate.
23. The Bank may place to the credit of any account in joint names all amounts, including dividends; interest and capital sums arising from securities or proceeds of cheques or bills received or collected by the Bank for the credit of any of the joint account holders.

24. The Bank may honor and comply with all cheques, promissory notes and other orders drawn and all bills accepted on behalf of the joint account holders, whether the current account be in credit or overdrawn to comply with all directions given for or in connection with any account or accounts of any kind whatsoever on behalf of the joint account holders and accept and act upon all receipts for monies deposited with or owing by the Bank on any account or accounts in the joint account holders' names provided that such cheques, promissory notes, orders, bills, direction or receipts are signed in accordance with the mandate in addition to orders or instructions governed by clause 17 in the section headed Electronic Banking Services.

25. The Bank may issue ATM/Debit Cards to each of the joint account holders on application provided the relevant application form is signed by the joint account holders in accordance with the mandate.

26. The Bank may make on request in accordance with the mandate any advance to the joint account holders by way of finance or overdraft or discount or in any manner howsoever with or without security.

27. The Bank may deliver upon instructions given in accordance with the mandate any securities, deeds, boxes and articles and their contents, and property of any description held in joint names.

28. Subject to the Bank's discretion, the Bank may accept instructions given in accordance with the mandate, any stop cheque instruction where one of the joint account holders has lost a cheque or in any such circumstances in which it shall be allowed by law and agreed by the Bank on the condition that the joint account holders have provided to the Bank an indemnity in such form as the Bank may require.

29. In the absence of any written instructions to the Bank to the contrary given in accordance with the mandate, all accounts subsequently opened shall be operated and dealt with upon terms set out above in so far as the same may be applicable.

30. The joint account holders agree that any liability whatsoever incurred to the Bank by any of the joint account holders in respect of the foregoing shall be joint and several.

31. In the absence of any written instructions to the Bank to the contrary given in accordance with the mandate, all accounts subsequently opened shall be operated and dealt with upon terms set out above in so far as the same may be applicable.

32. The joint account holders agree that any liability whatsoever incurred to the Bank by any of the joint account holders in respect of the foregoing shall be joint and several.

33. The joint account holders agree that any liability whatsoever incurred to the Bank by any of the joint account holders in respect of the foregoing shall be joint and several.
31. The customer acknowledges that the provision for joint account mandates is set out in the Bank’s General Terms & Conditions for the Operation of Accounts and Electronic Banking Services. I/We irrevocably declare that I/we have no objection to the partial and/or full settlement/set off – whether from any personal or joint accounts – on any balances due to a finance or credit card issued to any of the joint account holders upon the mutual request of the account holders.

Standing Instructions

1. The Customer shall ensure sufficient funds are retained in the account to enable the Bank to meet any standing instruction on the account on the due date.

2. The Bank reserves the right to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with the Bank.

3. If any standing instruction is inactive for three consecutive months or is rejected for insufficient funds in the account, the Bank may terminate the standing instruction without any advice to the Customer.

4. The Bank may terminate any standing instruction as to future payments at any time after being advised by the beneficiary / beneficiaries of that standing instruction that no further payment is required.

5. A nominal charge will be levied for the initial setting up or amendment of a standing instruction. This charge does not include the incidental postage, stamp duty and/or telex charges which may also be applicable as per the Bank’s Standard Tariff of Charges in force from time to time.

6. The Bank may also at its discretion levy a charge on each standing instruction payment not effected for lack of funds.

7. If the account has insufficient funds the Bank is not obliged to advise the Customer. It may nevertheless exercise its discretion to remit payment under the standing instruction in which case the Customer must cover the overdraft immediately or in the alternative, may or may not choose to execute the standing instruction at a later date.

8. Any amendments or cancellations will not be effective unless received by the Bank at least one week before the next activation of the standing instruction.

9. Neither the Bank nor its branches, correspondents or agents is responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting transfers under standing instructions.
10. Amounts paid by the Bank in respect of variable payments reflect the amount recorded by the Bank computer system as having been entered by the Customer, subject to the maximum limit in force at the time.

**Telegraphic (SWIFT) Transfers / Demand Drafts**

1. In the absence of any specific instructions to the contrary any Telegraphic (SWIFT) Transfer will be effected in the currency of the country in which payment is to be made.

2. All charges incurred outside Egypt are for the account of the beneficiary, unless specified by the Customer otherwise, in which case the Bank may debit such fee, as authorised from time to time, to the Customer’s account.

3. The Bank reserves the right to draw a Telegraphic (SWIFT) Transfer on a different place from that specified by the remitter, if operational circumstances so require.

4. A Telegraphic (SWIFT) Transfer is dispatched entirely at the Customer’s own risk.

5. It is understood that neither the Bank, nor the Bank’s branches, correspondents or agents is responsible for any loss, delay, error, omission, or mutilation arising in the transmission of cables telegrams or communications by electronic systems.

6. Telegraphic (SWIFT) Transfers will be effected with SPOT value (two business days after the deal date). Application for same day value will be handled at the discretion of the Bank’s Management as this is subject to the time the application is received, as well as the cut-off time which applies in the country to which funds are remitted.

7. The Bank or correspondents are not responsible for any delay, mistake or omission caused by the Telegraphic or Postal Authorities and that in the event the draft is lost or stolen, the Bank will not be liable to make any refund.

8. The Customer may from time to time request a wire transfer services, therefore he/she/it authorizes the bank to mention his/her/its details in the remittance messages.

9. On-line Cashier Orders / Demand Drafts which are not received by the customer/authorized delegate after one month from its issuing date, will be cancelled and the amount will be refunded to the customer’s account.
1. The Bank reserves the right to vary any of these Terms and Conditions. Customers will be notified of changes by mail or by display at the Bank’s branches or the Bank’s website. Use of the ATM/Debit Card / Telephone Banking Service / Personal Internet Banking Service after the date upon which any changes to these Terms and Conditions is to have effect (as specified in the Bank’s notice) will constitute acceptance of the changes without reservation by the Customer of such change provided that the Customer shall have been notified thereof before such use. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 days of posting to the address last notified in writing to the Bank by the Customer. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Customer.

2. The Bank may in its sole discretion withdraw Customers “Premier” status and all rights and facilities attached to that status in the event that the Customer fails to meet the “Premier” criteria at any time.

3. The Customer irrevocably agrees that the Bank may at its absolute discretion:

a. Transfer, assign or sell in any manner, in whole or in part, any debt owed by the Customer to the Bank to another entity, whether another member of the HSBC Group or otherwise and whether or not in the same jurisdiction.

b. Appoint another member of the HSBC Group of Companies to act as agent for the purposes of collecting any debt owed by the Customer to the Bank including appointing debt collection agents and the Customer agrees to pay all costs incurred in such recovery including the costs of the collection agents.

c. For any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer or the Customer’s transactions with any member or associate member of the HSBC Group of Companies or debt collection agent.

d. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party including another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any information to the same extent as the Bank.

4. Information about customers may be processed offshore, in the United Kingdom or elsewhere.
5. These Terms and Conditions shall be governed by and construed in accordance with the laws for the time being in force or which shall be in force in the future in the Arab Republic of Egypt.

6. Customers wishing to complain about the standard of service provided by the Bank or about a possible Bank mistake should notify the Bank as soon as possible. The Bank will investigate the complaint and where appropriate, take steps to remedy the situation and prevent a recurrence. Complaints should be addressed to the manager of the Customer’s branch, or the manager of the department in question, the Bank’s Call Centre or through the Bank’s website.

7. The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject sanctions. The Bank may, and may instruct other members of the HSBC Group to take, any action it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on its behalf via the Bank’s systems or any other member of the HSBC Group’s systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

a. Any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under the Account Terms or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations.

b. The exercise of any of the Bank’s rights under this clause. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank’s systems relating to any payment messages and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.
Debit Cards Supplemental Terms and Conditions

These terms are supplemental to and must be read in conjunction with the General Terms and Conditions for the Operation of Accounts and Electronic Banking Services. The Bank reserves the right to amend any of these Terms and Conditions. Any amendments will be announced by mail, display at the Bank’s branches or via our website, www.hsbc.com.eg. In the event of these Terms and Conditions being in conflict with the General Terms and Conditions for the operation of Accounts and Electronic Banking Services, these terms and conditions shall prevail.

Only the relevant parts of these Debit Card Terms and Conditions shall apply if your Card does not have all of the functions set out below.

Issuing a Debit Card and Personal Identification Number (PIN)

1. We will only issue you a Card if you ask for one or to replace a Card that already exists.

2. In the event you do not wish to have a Debit Card or do not accept these Terms and Conditions, please cut the Debit Card into two pieces across the magnetic stripe and chip and return the Card to the Bank. Worth highlighting that your debit card is issued in an active status. The Usage of your Debit Card constitutes your acceptance to the Terms and Conditions included herein.

3. If we have issued you a replacement Card before your existing Card’s expiry date then you shall be able to use your existing Card till its expiry date, unless you have asked us to cancel your existing Card. We recommend that on receiving a replacement Card you cut your existing Card into two pieces across the magnetic stripe and chip.

4. You must create your own PIN. The PIN will not be revealed to anyone but yourself. You can use your PIN with your Debit Card for purchasing goods and services from retailers that accept VISA cards.

5. You must take all reasonable precautions to prevent fraudulent use of your Card and PIN including but not limited to:

   5.1. Never write down your PIN on any document.

   5.2. Do not choose a PIN that may be easy to guess such as sequences of numbers

   5.3. Take care to ensure that no one sees your PIN when you use it.

   5.4. Sign each Card as soon as you receive it.

   5.5. Keeping your Cards and PIN safe

   5.6. Do Not disclose the Card numbers, PINs or Card security codes except when using the Cards to make payments.

Issuing a Debit Card and Personal Identification Number (PIN)

1. بناء على طلبكم سوف يتم إصدار بطاقة الخصم المباشر أو استبدال البطاقة السابقة بالبطاقة الجديدة.

2. إن لم يعد لديكم الرغبة في حيازة بطاقة الخصم المباشر أو إن لم تحظى هذه الشروط والأحكام بالقبول من جانبكم، فيرجى تمزيق بطاقة الخصم المباشر إلى قطعتين من ناحية الشريط الممغنط و البطاقة الذكية و إرجاع البطاقة إلى البنك، مع العلم بأن استخدامكم لبطاقة الخصم المباشر سيكون بمثابة قبول من ناحية الشريط الممغنط و البطاقة الذكية.

3. إن فما إصدار بطاقة جديدة قبل حلول تاريخ انتهاء سريان بطاقة الخصم المباشر الخاص بك، فيمكن استخدام بطاقة الخصم المباشر الخاصة بك، حتى تاريخ انتهاء سريانها، فإن توليد سريان بطاقة الخصم المباشر يمكنني استخدام بطاقة الخصم المباشر بطرق ملائمة للاستخدام و مفيدة على سياقكم.

4. يتوجب عليه إنشاء الرقم السري الخاص بك، لن يتم الإضاف

   عن هذا الرقم السرمي لأي شخص آخر غيركم. ويمكنكم استخدام الرقم السرمي مع بطاقة الخصم المباشر الخاصة بك لشراء البضائع و الخدمات من منافذ البيع بالتجزئة التي تقبل التعامل

   ببطاقات الائتمان (VISA Card).

5. عليكم اتخاذ كل ما هو ملائم من الاحتياطات لمنع استغلال بطاقة الخصم أو الرقم السرمي في أغراض أخرى، ومن ضمن هذه الاحتياطات على وجه العموم لا الحصر ما يلي:

   5.1. عدم تدوين الرقم السرمي مطلقاً على أي مستند أو ورقة كالأرقام المطلوبة.

   5.2. عدم اختيار رقم سر يمك تجنب تهديه بسهولة

   بالرقم السرمي.

   5.3. علينا إبلاغكم إن لم يبق من بقاء سيرك عند

   استخدامكم لبطاقة الخصم أو الرقم السرمي.

   5.4. عليكم توقيع كل بطاقة بمجرد استلامها

   بالرقم السرمي و الحفاظ عليهن في مكان آمن

   عند الإضاف

   أو أكواد تأمين البطاقات عند استخدامها لسداد دفعات،
5.7. Do not tamper with the Card

5.8. You should immediately inform us if your Card is lost or you believe your PIN is no longer secure and known to anyone.

5.9. Comply with all reasonable instructions we issue regarding keeping your Card and PINs safe.

6. If your account is in joint names, these Terms and Conditions apply to each Cardholder. Each joint account holder may be issued a Debit Card if authorized to operate the account solely.

Your Card and Your Account

7. You authorize us to deduct from your account the amount of any transaction carried out by the usage of your Card, with or without use of your PIN, or by use of your Debit Card details, whether or not you have given or authorized such instructions.

8. You must not use your Card after the expiration date of the card, or after we have asked you to return it to us or informed you that its use is suspended.

9. You will be charged according to Our Tariff of Charges based on the Card usage. Details of our current charges are set out at www.hsbc.com.eg or you can enquire at any branch or by phone +202 19007 (Personal Banking), 0800 ADVANCE (Advance) or 0800 PREMIER (Premier). We may change our Tariffs and notify the customers via any channel suitable to the Bank.

10. You must not use your Card for an illegal purpose.

11. All transactions once debited to your account will be shown on your statement. It is your responsibility to check your statement(s). If you disagree with any transaction, you must notify us within 30 days of the transaction date.

12. If you dispute a transaction we may credit your account with the value of the disputed transaction by the end of the investigations with the merchant. This might take up to 180 days from date of the dispute.

Your liability for unauthorized transactions

13. You will be responsible for all losses (i) if you act fraudulently, (ii) if you act without reasonable care (which includes but not limited to complying with clause 5) (iii) for any unauthorized transactions before you report the loss or theft of your Card to us. You will not be responsible for any losses if someone else uses your Debit Card before you receive it from the bank.

7.5. يتم الحفاظ على سلامة بطاقتك على الرقم السري:

6. و الالتزام بكل هو ملامح من عادات نصدها يكمن بشأن الحساب متزامن.

7. يتم منع استخدام الفواتير ببطاقة خصم مباشر للحساب المشترك المقامة بين حسابين، حيث يمكن استخدام البطاقة بنفس الشروط والظروف على كل حساب تداول. ويجب إصدار بطاقات خصم مباشر لكل من عملاء الحساب المشترك يمكنها وضعها بسرعة.

8. لا يجوز لكم استخدام بطاقتك بعد تاريخ انتهاء صلاحية البطاقة، أو بعد مطالبة بطارتها بردها لنا أو إحاطة بأنهم قد تم إيقاف استخدامها.


10. يحظر عليكم استخدام بطاقتك في أي غرض غير قانوني.

11. يجرح خصم كافة المخالفات من حسابكم، سيدر بيانها في كشف الحساب. ويكون من ضمن مستلزمات المبيانيات بما يتراوح و حصص كشف أو بعض الحساب الخاصة بك، و يمكنكم الاعتراف على أي مخالفات تم تقيدها على جهاز لدينا وذلك في غضون ثلاثين يوم (30 يوم) من تاريخ المخالفات.

12. إن صدرت معارضة من جانبكم بشأن أي معاملة، فقد تقوم بإضافة قيمة المعاملة المتنازع عليها إلى حسابكم عند الاستئناف من التحقق من النافذة في حساب المقابلة، قد يتغير التحقق حتى 180 يوم من تاريخ تقديم المعارض.

مستنداتهم عن المعاملات غير المصرح بها

13. يكمن تحميل المسالحة عن كافة الخسائر (إذا استخدمت بطاقتك الخصم البابي أو (ب) (b) (أ) أو (ع) عن أي معاملات غير المصرح بها وذلك قبل الإبلاغ عن فقد أو سرقة البطاقة. في حين أن نحذروا أي مشاكل أو مشاكل أن استخدم شخص آخر ببطاقة الخصم المباشر الخاصة بك قبل استلامها من البنك.

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Our Liability for unauthorized transactions

14. We will be responsible for any lost amounts due to an unauthorized transaction after you have reported the loss or theft of your Card to us or returning your Card and suspending its use.

Returning your Card and suspending its use

15. You can return your Card to us at any time, but it must be cut into at least two pieces across the magnetic stripe and chip.

16. We may ask you to return your Card to us or suspend its use at any time but we will give you prior notice unless we have a reason for not doing so, including but not limited to if we consider that your Card or account has been or is likely to be misused or if the Card has not been used by you for a considerable amount of time.

Self-service machines ("ATM")

17. All Cards can be used in our ATMs in Egypt. Cash withdrawals in Egypt shall be deducted from your account on the same day and subject to a limit as advised by us from time to time. Charges may be deducted automatically as per the Bank’s Tariff of Charges in case other network or other Banks’ ATMs is being used.

18. You will have to enter your PIN in order to use ATMs.

19. Several wrong entry of your PIN will lead to retaining your Card which shall not constitute any liability on the Bank.

20. We may change the availability of our ATMs at any time without notice. Locations of our ATMs are available on our website www.hsbc.com.eg

21. We may allow you to use your Card in ATMs in Egypt and abroad operated by other financial institutions if such machines display the VISA logo.

22. If financial institutions charge for your use of their ATMs, such charges will be payable by you.

23. We will not be responsible if you cannot use your Card in an ATM operated by another financial institution.
24. For cash withdrawals at ATMs outside of Egypt, (in which case the self-service machine operator will be acting as principal in its own right and not as our agent), we will convert the amount of any cash withdrawal made in a currency other than Egyptian Pound into Egyptian Pound at the applicable exchange rate on the day we receive details of the withdrawal. We will deduct the amount of such withdrawals and any charges from your account.

In all cases, any kind of transaction and regardless of the principal account currency could attract fees and charges of up to 2.75% over the applicable exchange rate which could be amended from time to time at the Bank’s sole discretion and that are announced on the Tariff of Charges available on our website.

25. If you are using our ATM to transfer funds from your account to any other account, it is your responsibility to insert the correct account number and we are not liable if funds are transferred to an incorrect account due to your error.

26. You can pay for goods and services using your Debit Card in Egypt and abroad at retailers who display a VISA logo.

27. You will usually be asked to enter your PIN into a secure PIN pad at the premises of a retailer or other supplier. Alternatively, you may be asked to sign a sales voucher showing the details of your Debit Card.

28. We will not be responsible if a retailer or other supplier refuses to accept your Card, or if you cannot use your Debit Card to make any payment.

29. We will normally debit from your account with the amount of any payment made in Egypt within three working days following the transaction that may exceed three working days depending on the transaction circumstances.

30. We will convert the amount of any payment made in a currency other than Egyptian Pound into Egyptian Pound at the applicable exchange rate on the day we receive details of the payment, and deduct the amount and related charges from your account. In all cases, any kind of transaction and regardless of the principal account currency could attract fees and charges of up to 2.75% over the applicable exchange rate which could be amended from time to time at the Bank’s sole discretion.

31. You cannot stop a Debit Card payment, but a retailer or supplier may make a refund. We shall credit your account when we receive the retailers instructions, but we are not be held responsible for the not refunding of those amounts or any delay that may occur.

24. بالنسبة للمسحوبات النقدية من ماكينات صرف آخر و الكائن خارج مصر، حيث في هذه الحالة سيكون مسئول إدارة ماكينة الخدمة الذاتية بمشاركة أصلاح عن حقوق الخدمة وليس وكيلى لنا، فستقوم بتحويل قيمة أي مبلغ مسحوبات نقدي تمثل عملة غير الجنيه المصري إلى قيمة في الجينه المصري وذلك وفقا لسعر الصرف الساري في اليوم الذي نتسلم فيه تفاصيل عملية السحب، وسنقوم حينئذ بتحويل مبلغ المسحوبات و أي رومان أخرى من حسابكم.

25. إن قمت باستخدام ماكينة صرف إلى نفاية لتداول مبالغ مالية من حسابكم إلى حساب آخر، سيكون من ضمن مسؤولياتكم إدخال رقم السر الرقمي بصورة محدثة و سليمة ، وأن تتحمل المسؤولية عن أي مبالغ خُللت إلى حساب غير صحيح نتيجة لخطأكم.

26. يمكنك استخدام البطاقة الخصم المباشر الخاصة بكم في مصر و بالخارج وذلك في منافذ البيع بالتجزئة التي يوجد بها شعار "فيزا" (VISA).

27. سايطلب متم وفقاً لشروط الأرقام السارية و ذلك في مصر من بطاقة فيزا "التجزئة أو أي مورد آخر. ويمكن أن يطلب متم بدلاً من ذلك توقيع فاتورة مبيعات يرد بها تفاصيل بطاقة الخصم المباشر.

28. لن تحمل المسؤولية إن لم يقبل منفذ البيع بالتجزئة أو أي مورد آخر بطاقة فيزا، أو إن لم يتم استلام بطاقة الخصم المباشر في سادا في وقت.

29. ستقوم بإجراء خصم من حسابكم بقيمة أي مبلغ سنتها في مصر وذلك في عرض ثلاثة أيام عمل بعد إجراء المعملة.

30. سنقوم بتحويل قيمة أي مدفوعات أجريت بعملة غير الجنية المصري إلى قيمة في الجنيه المصري وذلك وفقا لسعر الصرف الساري و يعم الخطاب لمالك المبلغ، ثم يتم خصم المبلغ وما يталله به من سر من حسابكم في جميع أنواع المدفوعات بما كان وارد للحساب الأساسي، يمكن أن يتم تسليم بطاقة فيزا و تصريف تصل إلى 2.75% بالإضافة إلى سعر الصرف الساري.

31. إن يمكن إيقاف عملية سداد أجريت ببطاقة الخصم المباشر، ولكن يمكن نقل التجزئة أو المورد إلى تلك المبلغ، وسوف يتم إضافة تلك المبلغ لحسابكم حين يتم استلام تعليمات باعالت التجزئة بذلك، و في حالة الناول لن تحمل المسؤولية عن أي تأخير في استرجاع تلك المبلغ أو عدم استردادها.
32. We may refuse to make or authorize a payment if there are insufficient funds in your account or payment would exceed your available limit.

33. We may refuse to authorize a payment if we consider that your Card or account has been or is likely to be misused, or for fraud prevention purposes.

For decision making and Card-misuse prevention purposes, we may refer an authorization request back to the retailer for further information. This may result in you being asked to produce further identification. This may also be done on a random basis for fraud prevention purposes.

Purchases and services payments using Visa PayWave (Premier only)

34. We may allow you to purchase goods using Visa PayWave Technology. We shall notify you if your Card is eligible for these types of transactions.

35. You will not be asked for a PIN when making a transaction using VISA PayWave. To authorize the transaction, you must “wave” your Card in front of the terminal until the transaction is accepted.

36. The maximum value of a single VISA PayWave transaction is EGP 300. After 3 consecutive Visa PayWave transactions you will be requested to enter your PIN. We may change our Tariffs of Chargers and notify the customers via any channel suitable to the Bank.

Note: Please note that HSBC Bank Egypt shall never ask you for your ID, Password, and PIN (Personal Identification Number) or any other personal security details via Email or any other channels.
Global Services

Section 1 - List of Services

1. EMERGENCY SERVICES – MasterCard®

1.1. Lost / Stolen Credit Card Reporting

Lost / Stolen Card Reporting (LSR) is a service provided through MasterCard® Global Service which enables HSBC Premier Customers to report a Card lost or stolen. An HSBC Premier Customer may contact the Global Service Assistance Centre where a Global Service Representative (GSR) takes the necessary information from the Customer to report the card lost/stolen. The GSR shall assist the Customer in identifying their issue if the account number is unknown and other information such as Customer name, Cardholder type, date and location of loss or theft, and verification of security. The GSR attempts to notify the Bank of the missing Card within 15 minutes of the report being taken. If the Bank is not available the GSR will continue to contact the Bank every 2 hours until the report is fully transmitted information.

1.2. Emergency / Credit Card Replacement

Emergency / Credit Card Replacement (ECR) is a service provided through MasterCard® Global Service, which enables Customers to receive a temporary replacement card for use until a permanent card arrives from the Bank. An HSBC Premier Customer contacts the Global Service Assistance Centre where Global Service Representative (GSR) collects pertinent customer information such as name, billing address, current address, old account number and security information. The GSR then contacts the Bank for approval and a new ECR number. This data is communicated via a secure modem through MasterCard® distribution system yielding a replacement card in an embossing center in Singapore, the United States, Germany, or any of the replacement centers located in key cities worldwide. The replacement card will be delivered to the Customer the following business day after the Customer reports the loss. But the Bank is not liable for any loss the Cardholder may suffer if the Bank is unable to deliver the replacement Card within this time limit.
1.3. Premier Emergency Cash Advance

Emergency Cash Advance (ECA) is a service provided through the Global Service Assistance Center, which enables HSBC Premier customers to obtain cash in the event of an emergency. An HSBC Premier customer contacts Global Service Assistance center where a Global Service Representative (GSR) collects the pertinent Customer information such as name, billing address, current address, old account number, and security information.

The GSR will first assist the customer in obtaining an ECA directly from the Bank branch during local business hours when a local branch is convenient to the customer’s location. If an HSBC location is not available, the GSR will contact the Bank for approval and amount of the ECA up to a maximum of USD 2,000*, a new customer number, and an authorization number of the cash transaction. The GSR then coordinates a convenient pickup location at one of the Western Union’s 50,000 locations globally and arranges the cash advance.

* HSBC Bank Egypt approval is required for all amounts and subject to availability of funds in your account(s). You will be allowed to one encashment every 48 hours.

2. EMERGENCY SERVICES – HSBC

2.1. Emergency Encashment Service

The Bank may offer customers an access to their money by debiting their account, at any of the Bank’s cash holding branch / outlet around the world, when all other encashment options such as ATM withdrawal or credit advances have been exhausted.

HSBC Bank Egypt Customers can obtain emergency cash subject to HSBC Bank Egypt approval. HSBC Bank Egypt approval is required for all amounts. This approval will be acquired by the HSBC staff in the branch that the customer is visiting.
Section 2 - Procedures

Geographic Coverage

The MasterCard® and HSBC Emergency Services will be provided to HSBC Premier Customers whenever the HSBC Premier customer is travelling outside of his/her country of permanent residence.

General Exclusions

Force Majeure

The Global Services Assistance Centre shall not be responsible for delays or failures to provide assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities (whether or not there is a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot, and civil commotion, administrative or political impediments, or radioactivity or any other event of force majeure which prevents Global Services Assistance Centre from providing such assistance.

الفصل (2) - الإجراءات التنظيمية الجغرافية

يتم تقديم خدمات بطاقة ماستر® (ماستر كارد) وخدمات الطوارئ من إتش إس بي سي إلى عملاء إتش إس بي سي بريميير حينما يكون عميل إتش إس بي سي بريميير مسافراً خارج بلده لغرض إقامة دائمة.

استثناءات عامة

القوة القاهرة

لن يتحمل مركز دعم الخدمات الدولية المسؤولية عن أي تأخير أو أي حالات احتقان في توفير الدعم، إن كان السبب وراء ذلك هو وقوع أي حالة إضراب أو حرب أو غزو أو تصرف من أعداء أجانب أو نشوب أعمال عدائية مسلحة (سواء كان هناك إعلان رسمي بالحرب أم لا) أو وقوع حرب مدنية أو ثورة أو عصيان مسلح أو إرهاب أو انقلاب سياسي أو شغب أو إضطراب مدني أو عواصف إدارية أو سياسية أو ابتلاع نشاط إشعاعي أو أي حدث قوة قاهرة آخر يكون من شأنه منع مركز دعم الخدمات الدولية من توفير ذلك الدعم.
Section 3 – Saving Certificates

Egyptian Pounds Certificates:

1. Savings Certificates are issued only in Egyptian Pounds

2. Each Savings Certificate shall be issued for a period of 3 years as specified by the customer in the Certificate application

3. Each Savings Certificate will be issued in the multiples of One Thousands Egyptian Pounds (EGP 1,000) with a minimum of Ten Thousand Egyptian Pounds (EGP 10,000)

4. Full / Partial withdrawals are possible after 6 months of payment.

5. Where partial withdrawals are conducted in accordance with clause 4 above, the minimum amount redeemed should be EGP 1,000 (One Thousand Egyptian Pounds) in multiples

6. Where partial withdrawals are conducted in accordance with clause 4 above, the remaining value of the certificate should not be less than EGP 10,000 (Ten Thousand Egyptian Pounds)

7. Where partial withdrawals are conducted in accordance with clause 4 above, sums remaining as a continuing Savings Certificate will earn the contracted interest rate. The sums remaining will be confirmed by a new advice in replacement for any original advice

8. The interest rate is calculated effective the next working day and automatically credited to your account for the 3 years Certificate, as specified by the customer in the Certificate application

9. You can apply for a Credit Card* against the Certificate free from the annual fees for the first year

10. If the Saving Certificate is securing a facility or upon maturity, the Bank will have the right to carry out one of the following procedures without notifying the customer:

   a. To renew the certificate at the prevailing interest rates at the time of renewal whether for the same period or any other period determined by the Bank.

   b. To break the certificate to settle the facility and deposit the remaining amount in the customer’s current account

   c. To deposit the certificate’s amount in the customer’s current account and place a hold until receipt of further instructions from the customer
Section 4 – Personal Finance:

1. Based on HSBC’s approval to grant the borrower a personal finance, the borrower declares and irrevocably undertakes to accept the following terms & conditions:

1.1. Settle finance amount and interest for a certain number of fixed monthly / fortnightly / annual installments deducted from the borrower’s account with the bank in addition to one last installment for any interests or charges on the finance amount as a result of any late payments of any installment or for any other reason, and commits to settle this last installment according to the last statement sent to the borrower from the bank and in case settlement is required this installment becomes part of the total finance amount and its interest and the borrower is only cleared upon full settlement.

1.2. Payment of the yearly interest agreed upon on the finance or any other charge agreed by the bank at any time, the borrower has the option of checking the changes in interest at the bank premises at any time. The changes in interest becomes a liability on the customer and the interest is calculated on the finance on the basis of the outstanding amount and is paid each month with the finance installment.

1.3. Payment of the agreed administration fee which will be deducted before loan drawdown from any of the borrower’s accounts (with respect to the minimum fee amount in the tariff of charges).

1.4. Irrevocably authorize HSBC Bank Egypt without restrictions to fill in the finance installment amount for the borrower and the date of the first installment.

1.5. Borrower accepts that the monthly / fortnightly installment amounts in addition to the fees and interest exceed 25% of the salary amount / monthly pension.

2. To maintain enough balance in the borrower’s account to cover the finance monthly / fortnightly / annual installments in addition to the interest and account charges during the finance tenor and until full settlement.

3.1. The bank charges late payment fees and additional interest (late interest) on any amounts not paid on the due date of 4% annually above product rate, and it gets calculated on the total late amount from the date the payments were stopped until full settlement.

3.2. The bank charges settlement fees on the finance amount settled if the borrower fully or partially settles the finance before the agreed finance tenor at the granting of finance according to the fees decided by the bank. The bank’s tariff of charges could be requested from any bank branch in Egypt.

الفصل (4) التمويل الشخصي

1. بموافقة من إتش إس بي سي على منح المقرض تمويلاً شخصياً، يُقر المقرض بل ويتعهد تعهداً غير قابل للإلغاء أو الإبطال بقبول الشروط والالتزامات التالية:

1.1. تسديد مبلغ التمويل وفوائده على عدد معين من الأقساط الشهرية أو السنوية بحيث تُخصم من حساب المقرض لدى البنك بالإضافة إلى قسط واحد آخر لسداد أي عوائد أو رسوم على مبلغ التمويل والتي تنشأ عما قد يتأخر من مدفوعات لأي قسط أو عن أي سبب آخر من الأسباب، وهذا الإلتزام يسوغ هذا القسط الأخير طبقاً لآخر شكل حساب يُرسل من البنك للمقرض، مع العلم بأنه إن كانت التمويل فسيسمير ذلك القسط الأخير جزءاً من إجمالي مبلغ التمويل مع عواده، ولا تبرأ ذمة المقرض إلا فقط عند تمام التسوية.

1.2. سداد عائد سنوي اتفاقي على التمويل وأي رسوم أخرى يُتقّب بشانه مع البنك في أي حين، ويكون للمقرض الخيار في مراجعة أي تغييرات في سعر العائد في أي حين يقرر البنك، وتستلزم التغييرات في سعر العائد ضمن مسؤولية العميل، وسيحسب العائد على التمويل على أساس المبلغ المتفق ويُستلم شهرياً مع قسط التمويل.

1.3. سيمسير البنك رسوماً عن التأخير في السداد وكذا عائداً إضافياً (عائد تأخير) على أي مبلغ لم تسدد في تاريخ استحقاقها وذلك بنسبة 4% (أربعة بالمائة) سنوياً على سعر المنتج البنكي الحالي حيث تُحسب على إجمالي المبلغ المتأخر سداده اعتباراً من تاريخ إيفاق سداد الدفقات وحتى تمام التسوية.

1.4. يُقوّم البنك إتش إس بي سي تعويضاً غير قابل للإلغاء أو الإبطال بل ودون أي قيد بدوين قيمة مبلغ قسط التمويل، ويكون ذلك إلتزاماً على المقرض، وكذا تاريخ أول قسط.

2. حفظ رصيد كافٍ في حساب المقرض لتغطية أقساط التمويل الشهرية أو نصف الشهرية أو السنوية بالإضافة إلى العائد ورسوم الحساب، وذلك خلال فترة التمويل وحتى تمام التسوية.

3.1. يفرض البنك رسوماً عن التأخير في السداد وكذا عائداً إضافياً (عائد تأخير) على أي مبلغ لم تسدد في تاريخ استحقاقها وذلك بنسبة 4% (أربعة بالمائة) سنوياً على سعر المنتج البنكي الحالي حيث تُحسب على إجمالي المبلغ المتأخر سداده اعتباراً من تاريخ إيفاق سداد الدفقات وحتى تمام التسوية.

3.2. يفرض البنك رسوماً تسوية عامة علاوة على ما يتم تسويته من مبلغ التمويل، ويستلزم ذلك حال قيام المقرض بإجراء تسوية كليّة أو جزئية لمبلغ التمويل قبل انتهاء مدة التمويل المتفق عليها حين منح التمويل، ويحسب رسم التمويل طبقاً لما يقرر بشأنها من بناء البنك، وفي هذا الصدد، يمكن طلب بيع رسم تمويل البنك من أي فرع له في مصر.
3.3. The bank has the right to charge any amounts/fees/taxes/stamps/administration fees or else as decided by the bank from time to time, and notify the customers with an announcement of the fees through the means that the bank sees appropriate which is considered a notification to the borrower.

3.4. To pay any charges that could result from late payment of amounts or installments.

4. The whole outstanding value of the finance and its installments and interest and charges become due for payment immediately in case of failure of payment of any of the amounts in sections 1.1, 1.2 & 3.

5. The borrower accepts that the bank undergoes clearing between the finance account and any other account that belongs to the borrower with the bank by merging them in any currency at any time in order to settle the finance amount and its interest and charges.

6. The bank records, accounts and all statements are enough proof of the outstanding finance on the borrower or the amount to be paid by the borrower to settle the finance.

7. The borrower accepts that the bank quitclaim at any time and to anyone its full or partial rights in this finance and of any securities and to be replaced by someone else in the bank’s rights without the need for the borrower’s approval or notification or warning.

8. The borrower commits to notify the bank of any amendments on his / her work ADVANCE within at least two weeks from the date of amendment. And in case of no notification of the amendment, the bank has the right to consider this finance over and all the unpaid installments are due for payment immediately, if the bank feels necessary as a result of the amendment in the work ADVANCE of the borrower. In addition to this, any amounts and insurance and benefits in the name of the borrower with his employer or anyone else become a security with regards to his commitments with the bank and will only be considered settled with a written confirmation from the bank. The bank has the right at any time to send and inquire on any personal or financial information regarding the borrower with the employer without referring back to the borrower.

9. The borrower’s financial commitments mentioned are considered final obligatory commitments. Without affecting any right from the bank’s rights, the bank has the right to request the borrower to settle the outstanding amounts as a result of this finance.

10. Any demand or recall or notification regarding this finance is considered notified to the borrower if a written notification was sent through mail to his / her mailing address in the finance application form.
11. The borrower accepts that the bank’s information department and authorize its employees to gather any information on the borrower from any source that the department see necessary to accomplish its job including the banks that the borrower’s deal with or any other bank or governmental entity or non governmental or public or private organization. The borrower also accepts that the bank’s information department exchanges information with other financial organizations if requested.

12. The bank reserves the right at its own discretion and for any reason (to avoid forgery, monitoring, provide services to a third party, finance collection, or in case of a governmental or organizational need) to share any information or details concerning the borrower or his dealings with any member or partner in HSBC group.

13. The bank reserves the right to transfer any information or decisions or to contract from within to provide any part of the service to the borrower through a third party including a partner in HSBC Group, even if the third party follows a different specialization or geographic location and the bank remains responsible towards the borrower for any losses or harms that could be compensated as a result of carelessness or shortening from the third party. The bank will ensure that the third party preserves the confidentiality & privacy of the information at the same level treated by the bank.

14. The bank reserves the right to record the borrower’s details using the database system belonging to the bank either in the United Kingdom or anywhere else.

15. Based on the bank’s approval and the borrower’s commitment to the finance terms, the borrower could at any time increase the finance amount or finance tenor granted to him / her with all the terms & conditions of this finance and any changes that might occur on the terms & conditions at any time applicable on the finance granted to the borrower. The borrower commits to present application of finance increase or / and tenor increase and facility balance confirmation at that time.

16. Borrower acknowledges and accepts possible variation in the installment amount at the actual booking of the loan than from the time of requesting the loan.

17. In case of finance against salary transfer:

a. The borrower accepts the employer’s commitment to transfer his / her monthly salary including benefits and over time and profits and all outstanding benefits to the borrower’s account with the bank to settle the finance amount granted to the borrower.

b. Don’t withdraw from the open account with the bank in the borrower’s name which will receive the monthly installment including interest from the employer during the validity of this contract and until full settlement of the finance amount and its interest and any other commitment to the bank.

11. يوافق المقترض على أن يقوم الإستعلام بالبنك بل يصرح بالعزم على برمجة أي معلومات عن المقترض من أي مصدر برامق المقترض ضرورياً لتمام مهامه الإستعمالية، ويكون من ضمن ذلك البنوك التعامل معها المقترض أو أي بنك أو جهة حكومية أو غير حكومية أو أي مؤسسة من المؤسسات القطاعين العام أو الخاص كما يوافق المقترض أيضاً قيام الإستعلام بالبنك بتبادل المعلومات مع المؤسسات المالية الأخرى، عند الطلب.

12. يحتفظ البنك بالحق في تسجيل تفاصيل المقترض باستخدام نظام تسجيل بيانات العميل الخاص بالبنك سواء الكائن في المملكة المتحدة أو بأي مكان آخر.

13. يحتفظ البنك بالحق في تسجيل تفاصيل المقترض بطلب المقترض في حالة توافق البنك والושאط الذي يمثله المقترض على جواز تغير قيمة قسط التمويل بطلب المقترض في حالة توافق البنك والושאط الذي يمثله المقترض.

14. يحظر البنك في حالة جرح أو حالة حفر حفرة أو أي حالة تغرق فيها一样ية الشارع أو أي حالة تغرق فيها一样ية الشارع.

15. يحظر البنك في حالة جرح أو حالة حفر حفرة أو أي حالة تغرق فيها一样ية الشارع.

16. يحظر البنك في حالة جرح أو حالة حفر حفرة أو أي حالة تغرق فيها一样ية الشارع.

17. في حالة التمويل مقابل حالة الراجبة.

أ. يحظر البنك في حالة جرح أو حالة حفر حفرة أو أي حالة تغرق فيها一样ية الشارع.

ب. لا يجوز السحب من الحساب المفتوح لدى البنك باسم المقترض ولا يجوز القرض المحتسب لاستلام الفصل للموظف الشخصي وعوائد التمويل المخصصة إرساليية للبنك، وعوائد وأي امتيازات أخرى للحساب المفتوح لدى البنك.
In case of finance against installment transfer:

- The borrower accepts the employer’s commitment to transfer his/her monthly installment/monthly installment including benefits and over time and profits and all outstanding benefits to the borrower’s account with the bank.
- Don’t withdraw from the open account with the bank in the borrower’s name which will receive the monthly installment including interest from the employer during the validity of this contract and until full settlement of the finance amount and its interest and any other commitment to the bank.
- Authorize the bank irrevocably to inform the employer of the details of the finance accounts granted to him/her without any objections.

In case of finance against yearly installment transfer:

- The borrower accepts the employer’s commitment to transfer his/her yearly installment including benefits and over time and profits and all outstanding benefits to the borrower’s account with the bank.
- Don’t withdraw from the open account with the bank in the borrower’s name which will receive the monthly installment including interest from the employer during the validity of this contract and until full settlement of the finance amount and its interest and any other commitment to the bank.
- Authorize the bank irrevocably to inform the employer of the details of the finance accounts granted to him/her without any objections.

In case of car finance:

- The borrower accepts to be granted finance for the purpose of car purchase.
- Authorize the bank to transfer the finance amount from the borrower’s account with the bank to the account of the car dealer as per the instructions of the dealer with the bank in this regard.
- In case of failure to pay the full amount of finance and its installments and interest and remaining fees immediately when requested by the bank, the financed car becomes owned by the bank.
- Authorize the bank to fully insure the financed car against all risks in favor of the bank and also renew the insurance yearly until full settlement of the finance and authorize the bank to deduct from any account of the borrower to pay the insurance installment amount yearly without going back to him/her. The borrower’s account(s) should remain sufficient to pay the insurance installment amount.
- In case of failure to pay the full amount of finance and its installments and interest and remaining fees immediately when requested by the bank, the financed car becomes owned by the bank.
- Authorize the bank to fully insure the financed car against all risks in favor of the bank and also renew the insurance yearly until full settlement of the finance and authorize the bank to deduct from any account of the borrower to pay the insurance installment amount yearly without going back to him/her. The borrower’s account(s) should remain sufficient to pay the insurance installment amount.
- In case of failure to pay the full amount of finance and its installments and interest and remaining fees immediately when requested by the bank, the financed car becomes owned by the bank.
- Authorize the bank to fully insure the financed car against all risks in favor of the bank and also renew the insurance yearly until full settlement of the finance and authorize the bank to deduct from any account of the borrower to pay the insurance installment amount yearly without going back to him/her. The borrower’s account(s) should remain sufficient to pay the insurance installment amount.
e. In case of not committing to the terms of finance and/or insurance, the whole outstanding value of the finance and its installments and interest and charges become due for payment immediately. In addition, the bank has the right to inform the concerned traffic department to stop issuance/renewal of the license of the financed car until further notice from the bank.

f. Authorize the bank irrevocably to inform the employer and car dealer mentioned in the application of the bank’s decision concerning the car finance application whether of approval or rejection without any objection from the borrower.

g. The borrower accepts all the terms & conditions and commitments concerning the finance for purchase of a car in his name and admits that he/she doesn’t have the right to remove the sales restriction on the financed car until full settlement of the finance amount and its fees.

18. If any term of these terms become against the law and couldn’t be executed by any party, this doesn’t affect the validity and legality the rest of the terms and conditions and commitments of execution.

19. Cairo courts will be responsible for conflicts concerning this finance.

In case of Home Finance

20. Debtor undertakes to issue a formal general irrevocable power of attorney in favor of the bank which gives the bank the right for all sale procedures to himself or to others and provide all the necessary documents to complete the sale procedures for the bank or for others, prior to the grant of funding.

21. Authorize the bank irrevocably to apply for a mortgage sale in favor of the bank or for others, and for the proceedings until an acceptable stage and the renewal of this request during the tenor of this finance with the bank’s right in the proceedings until the full sale in favor of the bank or to others.

22. Not to arrange for any mortgage or real estate sale on the property or the issuance of any Power of attorneys to sell or mortgage (regardless of its kind) in favor of any party other than the Bank - the first party- for the duration of this funding until full payment of funding.

23. Not to sell property or deal in any type of change of ownership or enable others to occupy it

25. To provide an insurance policy for the bank on the property that covers the total price specified in the report of the expert assessment against the risk of fire and earthquakes, and remains valid as long as there are any liabilities or demand for the bank, it is also agreed that:

25.1. It is not possible to cancel or modify the document unless a written approval is obtained from the bank and the insurance remains in force until full payment of the total funding.
25.2. In the event of late conduct of insurance or renewal of ten days from the date of the end of the document, the bank is entitled to conduct insurance or renewal where costs are the responsibility of the debtor and against the debtor’s accounts with the bank and the debtor acknowledges this in advance.

26. Authorize the bank irrevocably in the use of the power of attorney to sell the property in favor of the bank or others after the evaluation of accredited experts and receive the sale price and the exemption of clearance and depositing it by the account of the debtor in the bank and to clear between all amounts owed to the Bank under this funding and the output of the sales and any other amounts in the account. In this regard, the debtor undertakes to enable any assessment of an expert appointed by the bank to assess the property for the purchase of property and not to oppose it.

27. Deliver property to the buyer after the expiration of five days from the date of notification of the bank to the debtor under a formal warning of sales record and with the name of the buyer. In case of failure of the debtor to deliver, he will bear the sole responsibility to compensate the buyer and the bank as a result, including the refund and compensation. The bank is no longer responsible with this regard where the debtor’s role ends at the completion of the sale and receipt of payment and is discharged as soon as the property sale price is deposited in the debtor’s account as advised in the preceding paragraph.

In case of finance with Variable interest rate

Payment of an agreed annual interest rate along with any other charge as agreed with the bank at any time. The said rate will be changed periodically every three months at specific dates as may be decided by the bank at the first week of the first month of every quarter. The customer can review the updated rate at the bank's premises at any time. The updates in the rate becomes the customer’s responsibility and the finance's interest will be calculated on the basis of the outstanding amount as to be settled on monthly basis a long with the finance’s installment.
Section 5 – Credit Cards

Important: Before you use the Credit Card issued by HSBC Bank Egypt (the “Card”), please read carefully the below printed Terms and Conditions governing its use.

By using the Card and/or signing its receipt, the Cardholder accepts the Terms and Conditions set out below and will be bound by them as follows:

The Card is issued by HSBC Bank Egypt (the “Bank”) located at 306 Corniche El Nil Street, Maadi, Cairo, Egypt P.O.Box 124 Maadi.

The Card must be signed by the person to whom it is issued (the “Cardholder”) immediately upon receipt.

1. Issuing of Cards

1.1. Use of the Card is restricted to the Cardholder and is subject to these Terms and Conditions and the Card remains valid until its date of expiry mentioned on the Card.

1.2. The Cardholder shall not permit any other person to use the Card and shall at all times safeguard the Card and any delivered Personal Identification Number (the “PIN”), and keep it under its personal control.

1.3. The Bank will maintain an account in the name of the Cardholder in respect of the Card (the “Card Account”) to which the value of purchases of goods and services, cash advances, fees and charges effected by the use of the Card (“Card Transactions”), any other liabilities of the Cardholder arising under these Terms and Conditions and any loss incurred by the Bank arising from the use of the Card or Card number shall be charged. A statement of amounts so charged will be sent to the Cardholder at his last known address or through customer’s electronic mail knowing that any such statement shall be deemed to have been received by the Cardholder 4 days after dispatch by the Bank.
1.4. The Bank may issue Supplementary Card(s) to any person(s) nominated as a Supplementary Cardholder by the Cardholder. Same Terms and Conditions shall apply to the use of any Supplementary Card(s) and the term "Card" shall whenever applicable include such Supplementary Card(s). The Cardholder shall be bound by and be liable for the use of any Supplementary Card(s). The Supplementary Cardholder is not permitted the use of an Automated Teller Machine ("ATM") to operate the Nominated Account referred to in paragraph (2.4 a) of these Terms and Conditions, unless the Supplementary Cardholder is an authorized signatory on the said Nominated Account. In addition to its other rights and powers under this Agreement, the Bank may cancel any Card/Supplementary Card(s) at any time, and seek the return of the Card/Supplementary Card(s) issued to the Cardholder/Supplementary Cardholder(s). The Cardholder and Supplementary Cardholder(s) will be jointly and severally liable for all Card Transactions effected by any Supplementary Card(s).

2. Operating your Account

2.1. The Cardholder will be responsible for all credit or other facilities granted by the Bank in respect of the Card and for all related Charges hereunder, notwithstanding the termination of this Agreement.

2.2. The Cardholder must sign Sales Slip, Cash Advance Slip or Mail Order Coupon whenever the Card is used by the Cardholder and should preserve a copy of the same. Copies of the Sales or Cash Advance Slips may be provided at the sole discretion of the Bank subject to an additional charge. Provision of sales slip copies may take a minimum of 45 days subsequent to the Cardholder's written request to the Bank. The Cardholder's failure to sign any Sales Slip, Cash Advance Slip or Mail Order Coupon will not relieve the Cardholder from liability to the Bank in respect thereof.

2.3. The value of all Card transactions will be charged to the Card Account in Egyptian Pounds. Card transactions in foreign currencies will be converted into the equivalent in Egyptian Pounds at the prevailing market rate (wholesale rate) at the posting date and not at the transaction date, attracting fees and charges of up to 2.75% based on the type of Card used.

2.4. If the Cardholder is authorized by the Bank to use the Card at an ATM belonging to the Bank or any member or associate member of the HSBC Group of companies or any member Bank of MasterCard International/Visa International or any other ATM as advised to the Cardholder from time to time, the following additional Terms and Conditions shall apply:

- 4.1. بجوز للبنك إصدار بطاقة (بطاقات إضافية أو تكميلية لأي شخص أو أشخاص أو برنامج حامل البطاقة للعمل بصفة حامل بطاقة إضافي. وستسري حينئذ الشروط والأحكام على عملية استخدام أي بطاقة أو بطاقة إضافية. وعليه، فيกรณى استخدام تلك البطاقة "البطاقة الإضافية" عند استخدام تلك البطاقة أو البطاقات الإضافية، لا يجوز حامل البطاقة الإضافية استخدام مكتبة الصرف الآلي لإدارة الحساب الأساسي المشار إليه في الفقرة (2-2) (m) من هذه الشروط والأحكام، ما لم يكن حامل البطاقة الإضافية موقعاً معتمداً على الحساب الأساسي المذكور.

- بالإضافة إلى ما قبل، فإن حامل البطاقة ملزم بحفظ وочкиنصالات بمقتضى هذا الاتفاق، فيجوز للبنك إلغاء أي بطاقة أو بطاقة إضافية في أي حين، ولو أثراعخلي استرداد البطاقة أو البطاقة الإضافية المصرفية لحامل البطاقة أو حامل البطاقة الإضافية. وستتم إلغاء حامل البطاقة وحال حامل البطاقة الإضافية المحتشمين، ومنفرين عن كافة معاملات البطاقة التي تجري من خلال أي بطاقة أو بطاقات فرعية.

- 2-1 إدراة حسابكم

- 1-2. يمكن حامل البطاقة استمل عن كافة التسهيلات الإقتصادية أو أي تسهيلات أخرى بإمكاني البطاقة، وكذا يتمتع المسئولية عن كل ما يتعلق ببطاقة من رسوم نقدية بحسب هذه الشروط والموضوع، حتى لو تم إنهاء هذه الاتفاق.

- يجب على حامل البطاقة التوقيع على قسيمة المبيعات أو قسيمة السلف النقدية أو كوبون الشراء بطرق البريد جزءاً من استخدام البطاقة، ويجب عليه الاحتفاظ بصورة منها. ويجوز للبنك حسب رويته وتوفر صور من قسيمة المبيعات والسلف النقدية. وعليها أن تتوفر صور من قسيمة المبيعات قد يستغرق 45 يوم حدد أدنى بعد تقديم طلب كنكي من حمل البطاقة لهذا الشأن إلى البنك.

- وان يكون إلغاء حامل البطاقة في توقيع قسيمة المبيعات أو قسيمة السلف النقدية أو كوبون الشراء بطرق البريد بمثابة إلغاء إلغاء بطاقة من رسوم نقدية أمام البنك في هذا السياق.

- 3-2. يتم استلام قيمة معاملات البطاقة وتحليلها على حساب البطاقة الجانبي المصري. أما معاملات البطاقة التي جرت بعملات أجنبية، فستتم تحويلها إلى القيمة المعدلة بالجنيه المصري وفقاً لسعر البيع بالجملة في تاريخ التصرف في وارض المتعاملة مع استثناء.

- 4-2. إن كان حامل البطاقة موضعاً من البنك باستخدام البطاقة، فإن معاملة فرعية للإلكتروني損تل أو أي عصر أو طرف مشارك مع جمعية شركات إتش إن بي أو أي بنك عند＝ كاردي إنترناشيونال أو فيزا إنترناشيونال أو في أي منا الإمكان فرع أخرى اختُط حامل البطاقة من حين لآخر بمكان استخدامها، تسري حيذ الشروط والأحكام الإضافية الأثنية.
2.4.1. The Cardholder shall accept full responsibility for all transactions processed by the use of the Card at any ATM that accepts it, (the Bank’s record of transactions processed being conclusive and binding for all purposes) and hereby authorizes the Bank to debit the Cardholder’s Current or Savings Account as specified in the Card application (the “Nominated Account”) or the Card Account with the amount of any withdrawal or transfer effected by the use of the Card with or without the Cardholder’s acknowledgment or authorization.

2.4.2. The Bank’s record of transactions processed by the use of the Card at an ATM shall be conclusive and binding for all purposes.

2.4.3. The Cardholder shall not be entitled to overdraw the Nominated Account or Card Account with the Bank.

2.4.4. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of the Cardholder’s mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.

2.4.5. Any cheque deposited at an ATM shall only be credited to the Nominated Account or Card Account after clearing by the Bank (which shall be conclusive and binding as against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way holds the Bank liable.

2.4.6. Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon verification and crediting the same to the Nominated Account or Card Account within 3 working days.

2.5. The Cardholder and/or a Supplementary Cardholder must notify the Bank’s Card Services Department in writing as soon as possible of any changes in the Cardholder’s and/or the Supplementary Cardholder’s employment/office/home address and/or telephone numbers. The written notice should be hand delivered at the Bank’s address stated above. Any notice dispatched by the Bank to the Cardholder at its latest known address is deemed to be correct, delivered and enforceable.

2.4.1. يقبل حامل البطاقة كامل المسئولية عن كافة المعاملات التي تجري باستخدام البطاقة في أي ماكينة صرف التي تقبل المعاملة، (علماً بأن سجل المعاملات البنك سيكون سجلًا نهائيًا وملزمًا في كافة الأغراض)، وعلى حامل البطاقة تفويض البنك بإجراء الخصم من الحساب الجاري أو حساب الإدخال الخاص بحامل البطاقة حسبما هو محدد في طلب البطاقة (”الحساب المحدد”) أو من حساب البطاقة، على أن يتم الخصم بمبلغ أي مسحوبات أو حواملي جرت باستخدام البطاقة، ولا يتطلب ذلك إقرارًا أو تفويضاً من حامل البطاقة.

2.4.2. سيكون سجل البنك الخاص بالمعاملات التي تجري باستخدام البطاقة في ماكينة الصرف العام نهائيًا وملزمًا للفكاهة الأغراض.

2.4.3. لا يحق لحامل البطاقة السحب من الحساب المحدد أو حساب البطاقة لدى البنك بما يتجاوز حد الائتمان.

2.4.4. لن يتحمل البنك المسئولية عن أي خسائر أو أضرار تنشأ بشكل مباشر أو غير مباشر من جراء وقوع عطل أو خلل في البطاقة أو في ماكينة الصرف الأخرى، وكان ذلك يرجع إلى خطا من جانب حامل البطاقة أو نتيجة لمصادفة المبالغ المالية بشكل مؤقت في تلك الماكينات أو خلاف ذلك أيًا كان.

2.4.5. يتم إضافة قيمة أي شيك يودع في ماكينة الصرف الأخرى إلى الحساب المحدد أو حساب البطاقة بعد تسويته ومصادقاته من جانب البنك (علماً بأن تلك التسوية والمقاصة ستكون نهائيًا وملزمًا في مواجهة حامل البطاقة)، وسملت أي قبل حساب. يصرح بأن دعته ما يفترض وأن أوعده حامل البطاقة من مبلغ، ولا يجوز له تحمل البنك أي مسئولية في هذا الشأن.

2.5. يتعين على حامل البطاقة أو حامل البطاقة الإضافية إخطار الفرع الخاص بالبطاقة بالبنك كتابةً وفي أقرب وقت ممكن بأي تغييرات فيما يخص حامل البطاقة و/أو حامل البطاقة الإضافية من عنوان عمل أو عنوان مكتب أو عنوان منزل أو أرقام هاتف، ويجب تنفيذ الإخطار الكتابي المذكور للبنك على عناوينه المبينة سابقًا. وتستند أي إخطار يرسل من البنك إلى حامل البطاقة على آخر عنوان معلوم له إخطاراً صحيحاً وتم التسليم وواجباً النفاذ.
2.6. The Bank shall not be liable for the refusal of any merchant establishment to accept or honor the Card, nor shall the Bank be responsible in any way for the goods or services rendered or provided to the Cardholder. Any complaint by a Cardholder may be resolved by the Cardholder with the merchant establishment. The Bank shall have no responsibility in this respect. No claim by the Cardholder against the merchant establishment may be the subject of a claim against the Bank. The Bank will credit the Cardholder’s Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.

2.7. The Bank reserves the right to debit the Cardholder’s Accounts without referral in case that any amount is found credited by mistake.

2.8. The Cardholder will be covered for personal insurance in accordance with the rules, terms and conditions and the exclusions of the insurance policy provided by the Bank. Please refer to the website www.hsbc.com.eg for the same. The Cardholder specifically acknowledges that the insurance Company will be solely liable in case of decease, permanent total disability, injury and will not hold the Bank liable whether for compensation, claims or otherwise in any manner whatsoever to that respect.

2.9. The bank has the right to change or cancel the insurance company at any time during the validity of the card.

2.10. Subject to the relevant policy terms, the Cardholder will be entitled to the benefit of any insurance policies which the Bank may from time to time enter into for the benefit of Cardholders. The Bank may vary, suspend or withdraw such benefit at its discretion and the Insurer providing any policy will be solely liable and responsible for the processing and payment of any claims.

2.11. The Cardholder shall not be entitled to the benefit of any Insurance while in breach of any part of these Terms & Conditions, nor in respect of any claim received by the Bank after the cancellation of the Card.

2.12. HSBC Credit Cards are issued for the personal use only. The Bank will have the right at its sole discretion to stop the Card if:

2.12.1. Payments were performed by money transfers and/or cash deposits to the Credit Card account by any means with the purpose of increasing the available Card limit and the usage of all the Credit Limit or part of it in purchase transactions and cash advances was in an abnormal pattern.

2.12.2. The usage of the Card in any unlawful purposes including purchases of goods and services prohibited by the law in Egypt.

2.12.3. HSBC Credit Cards are issued for the personal use only. The Bank will have the right at its sole discretion to stop the Card if:

2.12.3.1. Payments were performed by money transfers and/or cash deposits to the Credit Card account by any means with the purpose of increasing the available Card limit and the usage of all the Credit Limit or part of it in purchase transactions and cash advances was in an abnormal pattern.

2.12.3.2. The usage of the Card in any unlawful purposes including purchases of goods and services prohibited by the law in Egypt.
3. Unauthorized Transactions

3.1. The loss or theft of a Card must be reported to the Bank at the address stated herein immediately upon discovery and also confirmed in writing immediately with details of the Cardholder’s name and Card number. A Police report must also be made of the lost/stolen Card and a copy should be submitted to the Bank. The Cardholder will be responsible for any unauthorised card transactions effected before notice of the loss or theft has been received by the Bank Card Services department.

3.2. After receipt by the Bank of a written notification of loss or theft of the Card, the Cardholder shall have no further liability provided that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Card and in promptly reporting its loss to the Bank. The decision as to the bonafides of the Cardholder in this regard will rest with the Bank and the Bank reserves the right to cancel the Card and/or any Supplementary Card(s). In case the Cardholder recovers the Card, he/she must report the matter to the Bank and the Police and immediately to hand over the recovered Card to the Bank’s Card Services Department, for destruction, after which the Cardholder must not make any attempt to use the Card.

3.3. Notwithstanding anything to the contrary herein contained, the Cardholder will be liable for all losses to the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder’s consent.

3.4. The Bank may at its absolute discretion approve to issue a replacement Card for any lost or stolen Card which shall be issued according the same Terms and Conditions as the original Card or as may be amended from time to time. The Bank reserves the right to charge a replacement/ handling fee to the Cardholder’s Card Account at a rate to be determined by the Bank and notified to the Cardholder.

4. Credit Limit

4.1. The Bank will assign a credit limit to the Card Account which must not be exceeded without prior agreement.

4.2. If a Cardholder exceeds the assigned credit limit without prior agreement the Bank may at its discretion cancel the Card immediately without notice to the Cardholder and all outstanding amounts will thereupon become immediately due and payable.

4.3. A fee will be charged to the Card Account by the Bank if a Cardholder exceeds the assigned credit limit, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

5. Fees

5.1. The Cardholder agrees to pay a non-refundable annual fee for the Card and for any Supplementary Card(s) at a rate to be determined by the Bank and notified to the Cardholder from time to time.

3. المعاملات غير المصرح بها

1-3. يتعين إبلاغ البنك بأي حدث قد أو سرقة على عواناته، نصبه بشروطه والأخلاق وفقًا للاكتشاف الأول، ويتبع التأكد على ذلك كتابة مع بيان اسم حامل البطاقة، ورقم البطاقة، والوصول. كما ينبغي تحرير محضر شرطة تفيد عن السرقة أو السرقة وتشمل صورة له وسيلة حمل قبضة أو أي معايير غير مصرفية إذا أجريت باستخدام البطاقة قبل استلام الخدمات البطاقة للبنك.

2-3. بعد استلام البنك إخطاراً كتبياً بفقد البطاقة أو سرقتها، لا يكون على حامل البطاقة أي مسؤولية، شريطة أن يكون الأخير قد تمتع بخصوص نية وتهيأ كل الوسيلة الواجبة والحيطة والحذر في حماية البطاقة بالبلاد، وسلامة البنك يقتضيها أو سرقتها. وسيرجع الفرق الخاص بحسب نقية، ومساندة البطاقة في هذا الشأن إلى البنوك. ويحتفظ البنك بالحق في إلغاء البطاقة أو أي بطاقة (بطاقات) إضافية. وفي حالة استعادة حامل البطاقة البطاقة، يتعين عليه إبلاغ الأذى بالأمر إلى الشرطة وتسلم البطاقة المباعة على الفور إلى قطاع خدمات البطاقة للبنك لعرض الخصوص منها، ولا يوجد لحامل البطاقة محاولة استخراها بعد ذلك.

3-3. بعض النظر عمداً يرد بعد الخلاف ما يلي من أحكام، يتحمل حامل البطاقة المسئولة عن كافة الخسائر التي قد يتعرض لها البنك، أو على استخدام البطاقة من قبل أي شخص. يُحوَّل ما ناقصة من حامل البطاقة.

4-3. يجوز للبنك القيام بإصدار بطاقات جديدة للبطاقة المفقودة أو السرقتة أو تتسموك بطريقة معينة، وفقًا لنفسي الشروط والأحكام الأساسي على البطاقة الأصلية، أو فيما يتم تعديلها من حين لآخر، وحذف البطاقة أو أي بطاقة (بطاقات) إضافية. وفي فرض ائتمان بطاقة إضافية، يتعين على حامل البطاقة، مع كل السعر الذي يقترجه البنك. ويكون بطاقه البطاقة.

4. حد الائتمان

1-4. يقوم البنك بوضع حد ائتمان لحساب البطاقة، وهو حد ائتماني لا يجوز تجاوزه دونما موافقة مسبقة.

2-4. إذا تُعد حامل البطاقة حد الاكتشاف دونما موافقة مسبقة، فيجوز للبنك – حسب أختياره – القيام بإلغاء البطاقة، أو الأمر، أو حذف البطاقة أو أي بطاقة (بطاقات) إضافية. وفي случае الخصوص بالدولة، وتشمل كافة المباع عن طريق المواد والرسوم.

3-4. يتم فرض رسوم على حساب البطاقة، إذا تجاوز حامل البطاقة حد الاكتشاف، ويجب الرسوم بالسعر الذي يقترجه البنك. ويُحوَّل حامل البطاقة من حين لآخر.

5. الرسوم

1-5. يوافق حامل البطاقة على سداد رسوم سنوي غير قابل للأحتمال مقابل البطاقة أو أي بطاقة (بطاقات) إضافية، ويجب الرسوم السعر، وفقًا للسعر الذي يقترجه البنك. ويكون بطاقه البطاقة، من حين لآخر.
5.2. A handling fee will be charged by the Bank on each cash withdrawal or advance and charged to the Cardholder’s Card Account, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

6. Payment and Finance Charges

6.1. Credit Card Payments:

6.1.1. A Card Account statement will be sent to the Cardholder at the end of each period (the “Billing Period”) to be determined by the Bank and notified to the Cardholder from time to time, with details of the total amount outstanding on the Card Account (the “Amount Outstanding”) and the minimum payment due computed at a rate to be determined by the Bank and notified to the Cardholder from time to time (the “Minimum Amount Due”) and the date by which the payment must be made to the Bank (the “Payment Due Date”). The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s).

6.1.2. The Cardholder should retain the statement in his/her records and compare copies of sales and/or cash advance slips with the transactions appearing on this statement to ensure their validity. The Cardholder has to inform the Bank of any discrepancies in the statement within 30 days of the statement date and if their validity are not established by the Bank, the contents of this statement shall be deemed to be correct and accepted and the Bank will consider this as final confirmation from the Cardholder to its contents. Provision of sales/cash advance slips copies may take a minimum of 45 days and is subject to the Bank’s discretion.

6.1.3. Although finance charges will not be levied if the payment of the whole amount of the closing balance is received and cleared by the Bank on or before the Payment Due Date, a finance charge will be levied on cash advances at a rate to be determined by the Bank and notified to the Cardholder from time to time, from the transaction date of each cash advance on the Card Account and until it is fully paid. All cheques received by the Bank shall be subject to clearing and funds will only be credited to the Cardholder’s Card Account after final clearance.

6.1.4. Although finance charges will not be levied if the payment of the whole amount of the closing balance is received and cleared by the Bank on or before the Payment Due Date, a finance charge will be levied on cash advances at a rate to be determined by the Bank and notified to the Cardholder from time to time, from the transaction date of each cash advance on the Card Account and until it is fully paid. All cheques received by the Bank shall be subject to clearing and funds will only be credited to the Cardholder’s Card Account after final clearance.

6.2. The dňůvı́f Rotom Cmiłmṓl

6.2.1. Credit Card Payments:

6.2.1. A Card Account statement will be sent to the Cardholder at the end of each period (the “Billing Period”) to be determined by the Bank and notified to the Cardholder from time to time, with details of the total amount outstanding on the Card Account (the “Amount Outstanding”) and the minimum payment due computed at a rate to be determined by the Bank and notified to the Cardholder from time to time (the “Minimum Amount Due”) and the date by which the payment must be made to the Bank (the “Payment Due Date”). The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s).

6.2.1.1. The Cardholder should retain the statement in his/her records and compare copies of sales and/or cash advance slips with the transactions appearing on this statement to ensure their validity. The Cardholder has to inform the Bank of any discrepancies in the statement within 30 days of the statement date and if their validity are not established by the Bank, the contents of this statement shall be deemed to be correct and accepted and the Bank will consider this as final confirmation from the Cardholder to its contents. Provision of sales/cash advance slips copies may take a minimum of 45 days and is subject to the Bank’s discretion.

6.2.1.2. Although finance charges will not be levied if the payment of the whole amount of the closing balance is received and cleared by the Bank on or before the Payment Due Date, a finance charge will be levied on cash advances at a rate to be determined by the Bank and notified to the Cardholder from time to time, from the transaction date of each cash advance on the Card Account and until it is fully paid. All cheques received by the Bank shall be subject to clearing and funds will only be credited to the Cardholder’s Card Account after final clearance.
6.1.4. If the Cardholder fails to pay the Bank in cleared funds the whole amount of the closing balance by the Payment Due Date, the outstanding balance shall bear a finance charge calculated on the daily average balance from the date of each Card Transaction, at a rate to be determined by the Bank and notified to the Cardholder from time to time. The finance charge is debited on the last day of the Billing Period.

6.1.5. Without prejudice to the payment of the finance charge referred to in preceding paragraph (d), if the Cardholder fails to pay the Minimum Amount Due in cleared funds by the Payment Due Date, a late payment fee will be charged at a rate to be determined by the Bank and notified to the Cardholder from time to time.

6.1.6. The Cardholder may issue a direct debit standing instruction on an account with the Bank (the Nominated Account) to settle the Amount Outstanding on the Payment Due Date. For direct debit standing instruction the following additional Terms and Conditions shall apply:

i. The Cardholder agrees that the Bank reserves the right to determine the priority of any such standing instruction against cheques presented to the Nominated Account or any other arrangements made with the Bank.

ii. The Cardholder understands that any amendments and cancellations to any such standing instruction should reach the Bank at least one week before the next Payment Due Date.

6.1.7. Where payment is made by cheque the Cardholder should allow 5 business days for the cheque to be cleared.

6.1.8. If any standing instruction, cheque or any other instrument of the Cardholder is not honored, or there are insufficient cleared funds to meet such payment the Bank at its sole discretion may charge the Cardholder finance charge thereon calculated in accordance with preceding paragraph (c), and may process any such standing instruction whenever there are sufficient cleared funds to the credit of the Nominated Account after the original date on which such debit was intended.

6.2. Any Payments made by a Cardholder will be applied by the Bank in or towards payment of the Cardholder’s liabilities to the Bank under these Terms and Conditions in such order as the Bank may decide.
6.3. The Bank reserves the right to amend the finance charge and other charges from time to time, at its discretion. Publication of charges by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder. Use of the Card after the date upon which any change to these Terms and Conditions is to have effect (as may be specified in the Bank’s notice) will constitute acceptance without reservation by the Cardholder of such change.

6.4. Details of the finance charges and other charges applicable to the Card and its use are available on request at any of the Bank’s branches or a copy may be obtained directly from the Bank’s Card Services Department.

6.5. The Cardholder acknowledges that the Bank may exercise its rights under Clause 6.1.d in the event that the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date. Cardholders confirm by signing the Terms & Conditions of being notified with all account charges.

7. Cancellation of Agreement

7.1. The Bank may terminate this Agreement with the Cardholder at any time by cancelling the Card with or without prior notice and with or without assigning any reason, or refusing to renew the Card. The Cardholder may terminate the Agreement at any time by written notice to the Bank accompanied by the return of the Card and of any Supplementary Cards.

7.2. The whole outstanding amount on the Cardholder’s Card Account together with any outstanding amount incurred by the use of the Card and/or Supplementary Card(s) but not already paid or charged to the Cardholder’s Card Account shall become due and payable to the Bank on the termination of this Agreement. The Cardholder and the Supplementary Cardholder(s) expressly agree that the Bank shall have the right to retain any funds placed in the Cardholder’s and/or Supplementary Cardholder’s Current/Savings/Time Deposit or any other account with the Bank or deposits held as a security for the issuance of Card and/or Supplementary Card(s) for a period of up to 46 days after the Card and any Supplementary Card(s) have been physically returned to the Bank, and to set-off against any such funds without notice to the Cardholder or Supplementary Cardholder all amounts due from the Cardholder to the Bank. In case of a deceased Cardholder or Supplementary Cardholder his/her estate will be responsible for settling any outstanding balances and other amounts due in respect of Card Transactions and shall keep the Bank indemnified from all costs (including legal fees) and expenses incurred in recovering such outstanding balances.

7.3. In the event of a Cardholder’s bankruptcy or death, all outstanding amounts become immediately due and payable and, the holder(s) of any Supplementary Card(s) will immediately cease the use of such Card(s) and return it to the Bank and pay any amount that may be outstanding under these Terms and Conditions.
7.4. The Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Card(s) for which the Cardholder is liable.

7.5. Where this Agreement relates to the use of a Supplementary Card, the Cardholder or the Supplementary Cardholder may terminate this Agreement (in so far as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. In both circumstances, the Agreement will remain in force until full payment of Card Transactions and all amounts due under these Terms and Conditions and the use of the Supplementary Card which has been received by the Bank. Unless and until such termination takes place the Bank shall provide a renewal Supplementary Card to the Cardholder from time to time.

7.6. If, for any reason, the Cardholder fails to comply with the Terms and Conditions of this Agreement, the Bank may terminate this Agreement and proceed to recover all amounts outstanding thereunder. The Cardholder is liable to pay all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

8. Authorization and indemnity for telephone, telex and facsimile instructions

The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf (the “Instructions”) without any generality of the foregoing as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions.

The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions. The Bank under terms of this authorisation and indemnity is not obliged to accept and act upon the Instructions which include the following:

7.4. The Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Card(s) for which the Cardholder is liable.

7.5. Where this Agreement relates to the use of a Supplementary Card, the Cardholder or the Supplementary Cardholder may terminate this Agreement (in so far as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. In both circumstances, the Agreement will remain in force until full payment of Card Transactions and all amounts due under these Terms and Conditions and the use of the Supplementary Card which has been received by the Bank. Unless and until such termination takes place the Bank shall provide a renewal Supplementary Card to the Cardholder from time to time.

7.6. If, for any reason, the Cardholder fails to comply with the Terms and Conditions of this Agreement, the Bank may terminate this Agreement and proceed to recover all amounts outstanding thereunder. The Cardholder is liable to pay all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

8. Authorization and indemnity for telephone, telex and facsimile instructions

The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf (the “Instructions”) without any generality of the foregoing as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions.

The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions. The Bank under terms of this authorisation and indemnity is not obliged to accept and act upon the Instructions which include the following:
9. General

9.1. The Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or in part any Cardholder’s Amounts Outstanding. The Cardholder hereby authorises the Bank to appoint Collection Agents for recovery of outstanding amounts.

The Cardholder shall pay all the costs of collection of dues, legal expenses and outstanding amounts with interest, should it become necessary to refer the matter to a collection agency or to a legal resource to enforce payment.

9.2. Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorises the Bank to verify the information furnished. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the Card or cancel the Card forthwith.

9.3. The Cardholder authorises the Bank to disclose information concerning the Cardholder and Supplementary Cardholder or the Cardholder’s and Supplementary Cardholder’s Card Account to such persons as the Bank may consider appropriate, including the Central Bank of Egypt, any Credit Bureau or other Banks or financial institutions where the Cardholder has failed at any time to pay sums when due.

The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder in accordance with the terms of the Mandate, save that such termination will not release the Cardholder from any liability under this authorisation and indemnity in respect of any act performed in accordance with the terms of this authorisation and indemnity prior to the expiry of such time.
9.4. The Cardholder and the Supplementary Cardholder hereby authorizes the Bank to, without notice, combine or consolidate the Amount Outstanding on the Cardholder’s Card Account with any other account which the Cardholder and/or the Supplementary Cardholder maintain with the Bank and set-off or transfer any money standing to the credit of the Cardholder’s and/or Supplementary Cardholder’s other accounts in or towards satisfaction of the Cardholder’s liability to the Bank under these Terms and Conditions.

9.5. The Cardholder irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Cardholder or the Cardholder's transactions with any member or associate member of the HSBC Group of Companies.

9.6. The Cardholder irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Cardholder to any third party including to another member of the HSBC group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Cardholder for any recoverable loss or damage incurred or suffered by the Cardholder as a result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.

9.7. Information about Cardholders may be processed offshore, in the United Kingdom or elsewhere.

9.8. The Cardholder telephone calls may be recorded offshore, in the United Kingdom or elsewhere.

9.9. This Agreement supersedes any similar agreement with the Bank in connection with the issue or use of Card(s), such agreement being hereby cancelled.

9.10. The Bank reserves the right at all times to vary or amend the foregoing Terms and Conditions or to introduce new Terms and Conditions. Any such variations or amendments will become effective and binding on the Cardholder upon notification to the Cardholder by any means the Bank deems considerable. If the Cardholder is unwilling to accept any such variations or amendment, the Cardholder must return the Card along with Supplementary Card(s) to the Bank for cancellation. The Cardholder will indemnify the Bank (notwithstanding any termination of this Agreement) against Card Transactions of these Card(s) prior to the return of the Card and any Supplementary Card(s) to the Bank.
9.12. The cardholder irrevocably agrees that the bank may at any time upon its discretion replace his/her credit card & roll over the customer’s outstanding balance from an existing credit card to either another existing Credit Card or to a new one being offered by the Bank as believed appropriate. The change can be based upon the Bank’s existing eligibility criteria, modifications made to it or based on newly introduced criteria. In all cases the outstanding balance shall remain due by the cardholder.

9.13. The Cardholder will continue to be liable for finance charge and other charges if for any reasons set out in clause 9.11 the Bank is unable to produce or send the Cardholder a statement of account.

9.14. These Terms and Conditions shall be construed in accordance to the Laws of the Arab Republic of Egypt where any disputes arising thereof shall be subject to the jurisdiction of the South Cairo Courts.

9.15. The cardholder expressly agrees that the bank has the authority to have a pledge, lien nevertheless the right of set-off against any funds placed in all of its accounts, deposits and property rights and interest, which are in the Bank’s custody.

9.16. The cardholder authorizes the Bank to issue Supplementary card(s), to any person nominated by him/her as a Supplementary cardholder, who is over 16 years of age, to be used on its accounts in the Bank, and agrees upon request to provide them with any information regarding its accounts. The cardholder also allows the cardholder(s) of the supplementary card(s) to use the card(s) on ATMs or cash machines, debiting its card account and all accounts with the Bank provided that the Supplementary cardholder is an authorized signatory on these accounts.

9.17. All the card(s) transaction(s) as well as all the Card(s) Account(s) and any specified account(s) requested to access ATMs will be subject to the Bank’s General terms and conditions for the operation of Accounts, Electronic Banking Services and also pertaining to any other Credit Card services that may be provided by the Bank from time to time which is available on the general website of HSBC Bank Egypt and also available in Branches, which the cardholder have read and accepted including the terms governing the purchase, collection and depositing of cheques as well as the terms governing the ATM Cards.
9.18. Foreigners declare that they accept the Arabic copy of the cardholder Agreement, and that they have read and obtained English translated copy of this agreement.

9.19. The Cardholder agrees not to deposit or accept and to report the deposit of any funds coming from unknown, suspicious or illegitimate sources in its account with HSBC Bank Egypt. Furthermore, the cardholder undertakes to provide the Bank every three years at the latest or upon change with all its personal data/information similar to which has been obtained at the time of applying for the Credit Card and/or any data/information that the Bank might request at any point of time, and periodically continue providing such data on a regular basis.

9.20. The Cardholder hereby authorizes the Bank’s Trade and Credit Investigation Department as well as the department’s staff to obtain/acquire any information from whatsoever source or organization the former department may see it necessary to complete its task. This may include other banks, governmental organizations, non-governmental organizations, public and private sectors. Moreover, the cardholder authorizes the Bank’s Trade & Credit Investigation department to exchange information with other banking sector entities whenever required.

9.21. The Cardholder agrees that in case he holds more than one HSBC Bank Egypt credit card, the Bank at its own discretion will reserve the right to modify existing credit card limits such that the Advance Credit Card limit is higher; normal credit terms applies.

10. Rewards Program (for Premier Customers)

10.1. Eligibility

The following persons shall be eligible to earn Rewards points:

– Cardholders of Personal Credit Cards issued by the Bank in Egypt.

The following persons shall not be eligible for Rewards points:

– Any Cardholder of a Personal Credit Card with any payment overdue for 90 days or more or who is otherwise in breach of the Card Terms & Conditions. During any such period no further Rewards points shall be credited. The Rewards points accruing during any period where the Cardholder is in breach as above will be credited once any such overdue sums have been repaid or the breach has been remedied to the satisfaction of the Bank.
10.2. Rewards

10.2.1. Following the Start Date, Rewards points shall be credited at such rate as the Bank may decide from time to time. The current rate is 0.4 Reward point for each EGP 1 debited to the Card Account in relation to Eligible Transactions completed after the Start Date, rounded in accordance with the Bank’s procedures.

10.2.2. Eligible transactions shall include:

- The amount debited to the Card Account, expressed in EGP where the purchase is in another currency, and calculated at the Bank’s then prevailing rate of exchange, for the purchase of eligible goods and services.

- Any eligible balance transferred to the Card Account.

- Such other transactions as the Bank may agree to admit for eligibility from time to time.

10.2.3. The following transactions will not be eligible for the Rewards program:

- Cash advances, transactions carried out through Automated Teller Machines.

- The purchase of travelers cheques.

- Finance and other fees or charges.

- Credit Card repayments.

10.2.4. Where the Cardholder disputes any transaction for which Rewards points have been awarded, those Rewards points shall be debited. Where the relevant Card Account has been closed, the debited Rewards points may be debited from any other Rewards balance held by the Cardholder.

10.2.5. Rewards accruing for Eligible Transactions by a Supplementary Cardholder shall be credited to the Cardholder’s Rewards balance.

10.2.6. The Bank may at its discretion and after notification in accordance with Clause 4.1, change the types of transactions which are Eligible Transactions.

10.2.1. بعد مرور تاريخ البدء، تضاف نقاط جمع الجوائز بالسعر الذي يقرره البنك من حين لآخر. والسعر الحالي هو 0.4 نقطة لكل جنيه مصري يُخصم من حساب البطاقة فيما يتعلق بالمعاملات المؤهلة التي اكتملت بعد تاريخ البدء، محسوبة بالنسبة التقريبية وفقاً لإجراءات البنك.

10.2.2. تشمل المعاملات المؤهلة للكسب جوائز ما يلي:

- المبلغ المخصوم من حساب البطاقة، معبراً عنه بالجنيه المصري إن كانت عملية الشراء بعملة أخرى، ومحسوباً بسعر الصرف الساري حينذاك لدى البنك، وذلك بالنسبة لما يتم شراؤه من بضائع وممتلكات جمع جوائز.

- أي رصيد مؤهل للكسب الجوائز يتم حوالته لحساب البطاقة.

- أي معاملات أخرى قد يوافق البنك على الإقرار بتلبيتها من حين لآخر.

10.2.3. المعاملات التالية ليست معاملات مؤهلة لدخول برنامج الجوائز:

- السلف النقدية والمعاملات المندرجة من خلال ماكينات الصرف الآلي.

- شراء الشيكات السياحية.

- التمويل والرسوم والتفاوتات الأخرى.

- مستردادات بطاقة الائتمان.

10.2.4. في حالة قيام حامل البطاقة بالمنازعة بشأن أي معاملة تم تحصيل نقاط جمع الجوائز بشأنها، فيتم خصم نقاط جمع الجوائز. وإن تم غلق حساب البطاقة ذو الصلة، فيجوز خصم النقاط من أي رصيد جمع جوائز آخر لدى حامل البطاقة.

10.2.5. تضاف الجوائز الناشئة عن المعاملات المؤهلة التي أجراؤها حامل بطاقة فرعية إلى رصيد نقاط الجوائز الخاص بحامل البطاقة.

10.2.6. يجوز للبنك - حسبما يتراءى له – إرسال الإخطار المنصوص عليه في البند (104) بتغيير أنماط المعاملات التي يتم التعامل عليها باعتبارها معاملات مؤهلة.
10.3. Redemption

10.3.1. Rewards points may be redeemed against vouchers and merchandise from time to time contained in the Rewards website. The Bank may amend the products and services offered on the www.myrewardspoints.com website without prior notice. Products and services offered are subject to availability.

10.3.2. Rewards points are not transferable to any other person.

10.3.3. Rewards points cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to the Bank.

10.3.4. The Bank gives no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption.

10.4. Expiry Policy

10.4.1. Three years expiry policy
Rewards Points collected will be available for redemption for 3 years following the date they were credited to the account. Rewards Points that are not redeemed after 3 years will be deducted from the account and expired.

10.4.2. Fifteen month inactive account closure policy
Rewards Points accounts with no activity (earning or redeeming Points) for a 15 month period will become inactive, expire and closed.

10.5. Miscellaneous

10.5.1. The Bank may, by giving notice to Cardholders by such method as it shall decide, vary these Terms & Conditions, modify, suspend or withdraw the Rewards program.

10.5.2. These Terms & Conditions shall be subject to the applicable laws of the Arab Republic of Egypt and all disputes shall be referred to the Courts of Egypt.
11. Flexi Installment Plan (FIP)

11.1. To take advantage of this offer, the cardholder (Primary or supplementary), after making a purchase of a minimum amount of EGP 3,000, must fax a FIP request form to the bank together with a copy of the relevant invoice. The FIP request form must be received by the bank before the next card statement date. The bank may, at its absolute discretion, agree to the cardholder’s request.

11.2. If the bank is willing to agree to the cardholder’s request, the Bank will convert the relevant card transaction into a FIP. Once agreed, the FIP cannot be changed. The card statement will set out the FIP monthly payment due and the remaining balance of FIP monthly payments.

11.3. The amount of credit available on the card account shall be reduced by the aggregate amount of any FIP principle sum(s) outstanding in relation to that card account.

11.4. The first FIP monthly payment will be added to the amount outstanding and the minimum amount due on the card account and be paid by the cardholder in accordance with clause 7 in the Terms and Conditions starting from statement of account immediately following the date on which the FIP is agreed and every month thereafter until all FIP principle sum(s) has been repaid in full.

11.5. If the cardholder does not make payment equal to or more than the minimum amount due on or before the payment due date, for 2 consecutive billing periods than the bank may at its discretion cancel any outstanding FIP principle sum(s) to the amount outstanding which will be payable in accordance with clause 8 in the Terms and Conditions. The bank may at its discretion also charge a cancellation fee to the cardholder.

11.6. If the cardholder seeks to close the card account prior to the end of outstanding FIP term, the outstanding FIP principle sum(s) will be added to the amount outstanding which will be payable in accordance with clause 8 in the Terms and Conditions. The bank may, at its discretion charge a fee.

11.7. The provisions of clause 2.6 in the Terms and Conditions shall apply to any eligible purchases subsequently converted to a FIP.

11.8. The Bank may at any time and without any prior notice or liability to the cardholder, vary or terminate the FIP. However, any such variation or termination shall not affect FIPs agreed prior to the date of such variation or termination.

11.9. Invoice and application have to be stamped by the merchant.

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**11. خطة فلكسي للتقسيط**

11.1. حتى يمكن الاستفادة من هذا العرض، يتعين على حامل البطاقة (الأصلية أو الإضافية) بعد قيامه بالشراء بمبلغ 3000 جنيه صحيح ندبي، إرسال رسم التسجيل إلى البنك. 

11.2. إذا كان البنك يرغب في الموافقة على الطلب المقدم من حامل البطاقة، فسُمَّى تجربة محاولة البطاقة المذكورة إلى خطة فلكسي للتقسيط ويجوز للبنك في أي وقت وفي أي يوم من الأجل تغيير خطة فلكسي للتقسيط ويسري في كشف الحساب الخاضع لتفعيل الخطة فلكسي للتقسيط وفقاً لخطة فلكسي للتقسيط. 

11.3. الاموال المتاحة في حساب البطاقة ستحدد بخصم فلكسي للتقسيط ويسري في كشف الحساب الخاضع لتفعيل الخطة فلكسي للتقسيط وفقاً لخطة فلكسي للتقسيط.

11.4. يتم السداد بعد ذلك شهرياً حتى تمام أصل أي مبلغ مستح (المبالغ) المستحق وفقاً للخطة فيما يتعلق بحساب هذه الخطة.

11.5. إذا لم يتم السداد في مدة ممدة أو يزيد عن المحمل المتبقي للمبلغ المستحق وذلك بحلول أو قبل حلول تاريخ استحقاق الدفع، سيتم بعد هذا الإخفاق في السداد طبقاً لأحكام البند (7) (البند السابع) من الشروط والأحكام، والذي بدوره يُلزم البنك بنقل الحساب الخاضع لتفعيل الخطة فلكسي للتقسيط إضافةً إلى المبالغ المستحقة على تعظيم خطة فلكسي للتقسيط ويتم السداد بعد ذلك بشريحاً حتى تمام الوفاء بالمبلغ (المبالغ) الخاضع لخطة فلكسي للتقسيط.

11.6. إذا كان حامل البطاقة يرغب في إغلاق حساب البطاقة وذلك قبل انتهاء مدة خطة فلكسي للتقسيط، يتعين على حامل البطاقة طبقاً لأحكام البند (7) من الشروط والأحكام، ويجوز للبنك – حسب طلبه - إلغاء المبلغ المستحق وفقاً لخطة فلكسي للتقسيط.

11.7. تسرى الأحكام الواردة بالبند (2-6) من الشروط والأحكام على أي معاملات مؤهلة لتفعيل خطة فلكسي للتقسيط.

11.8. يجوز للبنك في أي حين، بل ودون الحاجة للاخطار، طبقاً لأحكام البند (7) من الشروط والأحكام، ويعتبر هذا التغيير أو الإنهاء على المنصف، يُؤثر هذا التغيير أو الإنهاء في خطة فلكسي للتقسيط قبل تاريخ هذا التغيير أو ذلك الإنهاء.

11.9. يتعين ختم الفاتورة والطلبات بالمجموعة التجارية المتممة.
12. HSBC Credit Cover

12.1. The Cardholder will have the option to receive the benefit of HSBC Credit Cover further details of which are set out in the Summary of Cover section in the Customer Guide.

12.2. The monthly premium for HSBC Credit Cover will be added to the Amount Outstanding and the Minimum Amount Due on the Credit Card Account.

12.3. The Cardholder may cancel the HSBC Credit Cover by giving notice to the Bank; such notice shall be effective from the next Billing Period for the Card. Once cancelled, the HSBC Credit Cover cannot be reinstated.

12.4. The Bank may cancel or amend the terms of the HSBC Credit Cover or vary the monthly premium by giving notice to the Cardholder.

12.5. This Insurance Product is underwritten by MetLife Alico (Pharonic American Life Insurance Company) and under its full responsibility and without any responsibility on HSBC Bank Egypt.

الغطاء الائتماني لإتش إس بي سي

12-1. يكون لحامل البطاقة الخيار في التمتع بمزايا الغطاء الائتماني لإتش إس بي سي. وللتعرف على المزيد من التفاصيل بشأن الغطاء المذكور، يرجى الرجوع إلى الفصل الخاص "الغطاء الائتماني" الوارد في نصيحة العملاء.

12-2. سيرفع الفيصل الائتماني الشهري للغطاء الائتماني لإتش إس بي سي إلى المتبقي المستحق و/أو الحد الأدنى للبيع المستحق على حساب البطاقة الائتمانية.

12-3. يجوز لحامل البطاقة إلغاء الغطاء الائتماني لإتش إس بي سي وذلك بموجب إخطار إلى البنك بذلك، على أن يسري هذا الإخطار اعتباراً من فترة المحاسبة التالية للبطاقة. وبمجرد الإلغاء، فلن يكون من الجائز القيام بإعادة سريان الغطاء الائتماني لإتش إس بي سي.

12-4. يجوز للبنك إلغاء أو تعديل شروط الغطاء الائتماني لإتش إس بي سي أو تغيير الفيصل الائتماني الشهري، وذلك بموجب إخطار يُرسل بهذا الشأن إلى حامل البطاقة.

12-5. هذا المنتج مقدم من شركة ميت لايف اليكو - الشركة الفرعية الأمريكية لمسميات الحياة و تحت مسؤوليتها الكاملة و دون أي مسؤولية على البنك إتش إس بي سي مصر.
Section 6 – ATM

1. The ATM Card shall at all times remain the property of the Bank and I/we shall deliver it to the Bank immediately upon request. The Bank may, without giving reasons, withdraw at any time any rights and privileges pertaining to the ATM Card.

2. The ATM Card and PIN are issued to me/us entirely at my/our risk, and the Bank shall bear no liability whatsoever for any loss or damage arising from the issuance of the ATM card or the PIN, regardless of any causes unless it was due to an act or error of the Bank. The bank reserves its right to dispose the ATM card in case I/we did not receive it within 30 days from the issuance date.

3. I/We shall at all times remain liable for any transactions operated by use of the ATM Card and I/we shall indemnify the Bank for any loss or damage arising out for any unauthorized use by any person of the ATM Card or PIN regardless of any reasons.

4. Without prejudice to the provisions of clause 3, I/we shall exercise the necessary vigilance to prevent loss or theft of the ATM Card and PIN and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen ATM card/PIN is used prior to receipt of written notice of loss.

5. The Bank’s record of transactions processed by the use of the ATM Card shall be conclusive and binding for all purposes and acceptable as documentary evidence.

6. Wrong entry of your PIN leading to retaining your Card shall not constitute any liability on the Bank.

7. The Bank shall debit my/our account with the amount of any withdrawal/transfer effected by use of the ATM Card. The Bank shall permit withdrawals by ATM card up to a limit as determined from time to time by the Bank at its sole discretion. Transactions which are effected in currencies other than the domestic currency of issuance shall be debited to my/our account after conversion into the domestic currency of issuance at the prevailing exchange rate as determined by the Bank on the day of conversion.

8. The bank shall debit my/our account with all expenses arising from the issuance of the ATM Card as may be announced by the Bank from time to time and any replacement thereof if requested.

9. Cash withdrawals performed in countries other than the issuing countries shall be subject to the cash withdrawal fees as may be announced from time to time by the Bank.

10. I/We shall not disclose the PIN to any other person without the prior written consent of the Bank.
11. I/We am/are not entitled to overdraw my/our account held with the Bank or to withdraw/transfer funds by use of the ATM Card in excess of any overdraft limit agreed with the Bank.

12. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the ATM Card or ATM arising out of my/our mistake or due to the temporary insufficiency of funds in such machines or otherwise.

13. Any cheque(s) deposited being accepted for collection, its proceeds shall not be available to me/us until the cheque(s) has/have been cleared, its proceeds been paid to the Bank by the Drawee and credited to my/our account.

14. In the case of a joint account, each customer shall be jointly and separately responsible for all transactions processed by the use of the ATM Card(s) issued to one or more of them, notwithstanding any stipulation, which may have been stated upon in the account opening mandate completed by them, requiring signatures of all parties to the account.

15. The Bank shall be entitled to immediate return of the ATM Card in the event of my/our death, bankruptcy, liquidation or closure of the account.

16. These Terms and Conditions shall be governed by and construed in accordance with the Egyptian Laws for the time being in force or which shall be in force in the future in the Arab Republic of Egypt.

17. The Bank reserves the right to amend any of these Terms and Conditions. I/We shall be notified of the amendments by mail or by sending a message to my/our Internet Banking Account(s) or by display at the Bank’s branches. Use of the ATM Card after the date upon which any changes to these Terms and Conditions is to have effect (as specified in the Bank’s notice) shall constitute my/our acceptance without reservation to such change provided that I/we had/ have been notified thereof before such use. Any notice hereunder sent by post shall be deemed to have been received by me/us within 7 days of posting to the address last notified in writing to the Bank by me/us. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to me/us.

Note: HSBC Bank Egypt shall never ask you for your ID, Password, PIN (Personal Identification Number) or any other personal security details via Email or any other channels.

11. أقر/ نقر بعدم أحقيتي/ أحقيتنا في السحب من حسابي/ حسابنا لدى البنك بما يتجاوز حد الإئتمان أو سحب/ حوالة أي مبلغ مالي باستخدام بطاقة الصرف الآلي بما يتجاوز حد السحب على المكثف المتفق عليه. إلخ.

12. إن يتحمل البنك المسؤولية عن أية خسارة أو ضرر بناتياً مباشرًا أو غير مباشرًا على سوء استخدام بطاقة الصرف الآلي أو أي تأطل في ماكينة الصرف الآلي، إن كان ذلك يرجع لخطأ من جانيتي/ جانيتنا أو بسبب عدم كفاية السيولة النقدية بشكل مؤقت في تلك المكوثي أو خلافه.

13. بالنسبة لما يتم إداؤه من شرائح يقبل البنك تحصيلها، فإن تكون متخصصة من دفعتها لي/ لنا حتى يتم توسيع/ مفاصلة الشيكات وسداد المحصلة إلى البنك قبل السحب عليه وإداؤها في حسابي/ حسابنا.

14. في حالة الحساب المشترك، يتحمل كل من حسابي/ حسابنا مسؤولية ومجتمعا مع غيري من أصحاب الحساب المشترك وثيقا مع كافة المعاملات التي تجري باستخدام بطاقة الصرف الآلي التي تصدر لهما أو أي أكثر من أصحاب حسابي منهم، وذلك بعد الحذر وحريص في الفوضى الكبيرة.

15. يكون البنك الحق في الاسترداد الفوري لبطاقة الصرف الآلي في حالة وفائي/ وفائي أو إفلاسي/ إفلاسنا أو تسهيلي/ تسهيلاتنا أو إيداعي/ إيداعاتنا في جمهورية مصر العربية.

16. تخصيص هذه الشروط والأحكام وتؤثر توفقاً لأحكام القوانين المصرية الماسبة حالياً أو مستقبلا في جمهورية مصر العربية.

17. يحتفظ البنك بالحق في تعديل أي شرط أو حكم من هذه الشروط والأحكام. وسيتم إبلاغنا/ إبلاغنا بتحديدات إما بطرق البريد الإلكتروني أو من خلال إرسال رسالة إلى حسابي/ حساباتي البنكية الإلكترونية أو من خلال إعلانه في أفرع البنك. وسيكون استخدام بطاقة الصرف الآلي بعد حلول تاريخ سريان أي تغييرات في بنك من خارجي/ خارجنا دون تحفظ بشأن تلك التغييرات حينما تكون قد أخطرت/ أخطرنا ببطاقة الصرف الآلي. وفي حالة عدم إخطارنا ببطاقة الصرف الآلي، فإن البنك يتحمل المسؤولية عن أي خسائر أو أضرار تحصل عليها بسبب استخدام بطاقة الصرف الآلي، جراء خلل نظام البنك أو عدم توجه البنك بأي خرق أو نقص.

ملاحظة: لن تطلب إنته أي بي إم من عملنا بناءً على أي تغييرات في بنك من خارجي/ خارجنا. إما من خلال الرسائل البريدية أو على أي وسيلة أخرى. وإ ciné في حالة إخطارنا ببطاقة الصرف الآلي.

أو كلمة المرور أو رقم بطاقة الهوية أو أي تفاصيل أمنية شخصية غير البريد الإلكتروني أو أي قواعد أخرى من هذا النوع.
Section 7 – Direct Debit Service

1. I/We hereby authorize HSBC Bank Egypt to effect transfers from my/our account(s) to that of the beneficiary(s) mentioned above in accordance with such instructions as the Bank may receive from the beneficiary(s) from time to time. The Bank is not responsible for reviewing the bills/installments or any mistakes that could be made by the beneficiary(s).

2. I/We agree that the Bank shall not be obliged to ascertain whether or not notice of such transfer has been given to me/us.

3. I/We jointly and severally accept full responsibility for any overdraft (or increase in existing overdraft) on my/our account when may arise as a result of any such transfer(s).

4. I/We agree that should there be insufficient funds in my/our account to meet any transfer hereby authorized; the Bank is entitled at its discretion, not to affect such transfer in which event the Bank may make the usual charge and may cancel this authorization at any time.

5. This authorization shall have effect until further written notice or closure of my account/our account(s) and this authorization shall be valid even in case of death unless the Bank was officially notified.

6. I/We agree that any notice of cancellation or variation of this authorization which I/we may give to the Bank shall be given at least a month prior to the date on which such cancellation/variation is to take effect.

7. I/We shall pay the fees and charges at rates announced by the Bank from time to time and these fees and charges are not refundable.

الفصل (7) – خدمة الخصم المباشر

1. يوجب هذه الشروط والأحكام أنني/ أنتمي بخصوص فوائد خصم تقبلها بنك إتش إس بي سي مصر بإجراء تحويلات من حسابي/ حساباتنا إلى المستفيد/ المستفيدون البارونى ببيانه بعلاوة، وذلك طبقاً للتعليمات التي يساعها البنك من المستفيد/ المستفيدون من حين لآخر.

2. أوافق/ نوافق على عدم إلزام البنك بالتأكد مما إذا كان إخطار التحويل قد ورد لي/ لنا أم لا.

3. أوافق/ نوافق على تحميل السنوسي حالة مجمعة ومنفردة عن أي عملية سحب على المكشوف (أو الزيادة في النسبة الحالية للسحب على المكشوف) في حسابي/ حساباتنا، والتي قد تحدث كنتيجة لأي عملية/ عمليات تحويل.

4. أوافق/ نوافق على أنه في حالة عدم وجود مبلغ كافي في حسابي/ حساباتي/ حساباتنا، أي عملية تحويل مصححة بها بموجب هذه الشروط والأخلاق، سيقوم البنك – وحسب رؤيته – عند تنفيذ تلك التحويل، وأنه في هذه الحالة يجوز للبنك فرض الرسم المعتمد وإلغاء التصريح المذكور في أي حين.

5. يسري هذا التفويض حتى يرد إخطاراً كتابياً منا بخلاف ذلك أو حال إلغاق حسابي/ حساباتنا، كما يظل هذا التفويض ساريًا ونافذاً حتى في حالة الوفاة، ما لم يُخطر البنك رسمياً بالعقار.

6. أوافق/ نوافق على أن أي إخطار أرسله/ نرسله للبنك يطلب إلغاء أو تغيير هذا التفويض لا بد وأن يُرسل قبل تاريخ تنفيذ هذا الإلغاء أو التغيير لمدة شهر على الأقل.

7. أقر/ نقر بثني/ أنا ساعد/ سنبد المصارف والرسوم وفقًا للأسعار التي يعلن عنها البنك من حين لآخر، وأن هذه المصروفات والرسوم لا يجوز استردادها.
Section 8 – SMS Service

The use of SMS Alert Service made available by HSBC Bank Egypt S.A.E to its customers shall at all times be governed by the following Terms and Conditions.

1. The Bank will from time to time determine or specify at the Bank’s discretion the scope and features of the SMS Alert Service, introduce new fees or charges and is entitled to modify, expand or reduce the same at any time upon notice to you.

2. The SMS Alert Service may, without prior notice, be suspended or terminated by the Bank for any reason whatsoever, including but not limited to; invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(ies) concerned in relation to their network or by any service provider in respect of the SMS Alert Service. The Bank shall not be held liable or responsible either current or in the future for any such suspension or termination.

3. The SMS Alert Services may be terminated at any time upon your request to the bank via internet banking Account or by calling HSBC Call Centre (19007) available 24/7. Any such termination shall be effective within 2 working days of the receipt of termination notice by us.

4. The customer hereby acknowledges that any information received through the SMS Alert Service is for notice only, and shall not be taken as a conclusive evidence of the matter to which it relates.

5. The customer shall promptly notify the Bank of any changes to the information previously provided with respect to or for the purposes of the SMS Alert Service including the details of the designated mobile number and the telecommunications company providing or serving it. Moreover, the customer shall promptly notify the Bank of any loss or theft of the mobile phone through calling HSBC Call Centre (19007). The Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the SMS Alert Service to the designated mobile number prior to receipt of any notification of loss or theft. Following receipt of notification of loss or theft, the customer shall have no further liability provided that he/she has acted in good faith and taking all reasonable care and diligence in safeguarding the designated mobile phone number and promptly reporting its loss or theft to the Bank.

الفصل (8) - خدمة الرسائل القصيرة

إن التعامل مع خدمة رسائل النذير القصيرة التي يوفرها بنك إتش إس بي سي مصر ش.م.م. لعملائه إذ يتضمن دائماً الشروط والأحكام التالية.

1. يقوم البنك من حين لآخر بتقييم نطاق وخصائص خدمة رسائل النذير القصيرة وذلك حسب رؤيته، كما يستعرض كل ما يتضمن بشأنها من رسوم ونفقات، وينبغي له الحق في إجراء أي تعديل عليها أو توسيع فيها أو تخفيفها في أي حين قرر إخطار العملاء بذلك.

2. يجوز للبنك إيقاف خدمة رسائل النذير القصيرة دون الحاجة لإخطار مسبق بذلك أو إيقافها لأسباب أخرى، بما في ذلك على وجه الخصوص عدم صحة البيانات أو إغلاق الحسابات الحسابات المتعلقة بالخدمة أو وقف تمثيل أو إجراء عملية صيانة أو تدشين أو توسيع أو ت hưEditText cannot process a message sent through the SMS Alert service to the designated mobile number before receipt of any notification of loss or theft. Following receipt of notification of loss or theft, the customer shall have no further liability provided that he/she has acted in good faith and taking all reasonable care and diligence in safeguarding the designated mobile phone number and promptly reporting its loss or theft to the Bank.
The Bank reserves the right at all times to vary or amend the forgoing Terms and Conditions or to introduce new Terms and Conditions whereby shall become enforceable and binding upon the Bank’s notification to the customer. If the customer is unwilling to accept such variations or amendments he/she may terminate the SMS Alert Service by providing written notice thereof (at any of the Bank’s branches).

11. The Customer irrevocably authorizes the Bank to the following: (a) disclose or share information, details or data (at the Bank discretion and for any purpose whatsoever) with any other member or associate member within the HSBC Group; and (b) transfer or subcontract the provision of any part of the SMS Alert Services provided by the Bank to any member of the HSBC Group in any territory.
12. The Customer hereby agrees to authorize HSBC Bank Egypt to deduct from the Customer’s Primary account held with the bank the subscription fee for the SMS Alert Service.

13. The bank will debit the annual subscription fee of the SMS Alert service for banking account. In case account has no balance the service shall be cancelled and the fees shall be debited to any transactions from your primary personal account with the bank on the date of subscription. The cost of Roaming Service for SMS messages to your mobile outside Egypt will be charged to you by your local mobile operator according to its tariff without the bank interference. All customers receiving SMS services should ensure that their mobiles are having the roaming service to be able to receive the services while they are abroad.

14. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Arab Republic of Egypt as applied in the courts of the Arab Republic of Egypt, and the customer hereby irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of the Arab Republic of Egypt.
Section 9 – Phone Banking Service

1. The following terms and definitions stated in this agreement have the meaning explained hereunder:
   a. “Accounts” means Customer’s Primary account and other accounts with the Bank which the Customer has designated and the Bank has agreed to undertake transaction thereon.
   b. “Phone Banking” means the automated telephone banking service of HSBC Bank Egypt “The Bank” means HSBC Bank Egypt, located at 306, Corniche El Nile Street, Maadi, Cairo, Egypt.
   d. “The Customer” means the natural person or representative or artificial person who has applied for HSBC Personal Phone Banking Service.
   e. “PIN” means the Personal Identification Number or any replacement number may be issued by the Bank to the customer to identify and authorise him to access HSBC Personal Phone Banking Service.
   f. “The primary account” means the account designated by the customer at the Bank to carry out transactions related to HSBC Bank Egypt service and the Bank has agreed to undertake transaction thereon.
   g. “Transaction” means utilisation of any banking services rendered through HSBC Bank Egypt service.

2. Parties of joint accounts are jointly and severally liable for rules of this agreement.

3. The Customer is liable to safeguard and keep the secrecy of this PIN and not to allow any other person to use it. In addition, he is not permitted to transfer it or give it up to transfer out or to give it up to others and should notify the Bank immediately in case of any loss or disclosure of this PIN.

4. All transactions processed by HSBC Bank Egypt service are binding to the customer as long as they are undertaken through the use of this PIN, whether this is carried out with or without his knowledge or consent.

5. The Customer should fully cooperate with the Bank in the event of any investigation or claims relating to HSBC Bank Egypt and its usage.

6. With signing this agreement, Customer will entitle the Bank to debit this Primary account or any of this other accounts maintained with the Bank for fees, commissions, interest or any other charges levied from time to time for transactions processed through HSBC Bank Egypt.

7. Bank’s records (whether manually or by computer) for transactions processed through HSBC Bank Egypt services shall be final, conclusive and binding at the Customer for all purpose and he has no right whatsoever to dispute what is stated therein.

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الفصل (9) – خدمة التليفون البنكي

1. يقصد بالعبارات والتعاريف التالية في هذه الاتفاقية المعاني الموضحة فيما يلي:
   a. "حسابات": تعني الحساب الأساسي وحسابات العمل بالآخرين لدى البنك التي اختارها العميل ووافق البنك عليها.
   b. "التليفون البنكي": تعني الخدمة المصرفيّة التليفونية الآلية للبنك.
   c. "البنك": يعني بنك إتش إس بي سي مصر.
   d. "العمل": يعني الشخص الطبيعي أو الشخص القانوني للشخص الاعتباري الذي قدم طلب الحصول على خدمة التليفون البنكي.
   e. "الرقم الشخصي السري": يعني الرقم الذي يصدره البنك لكل عمل.
   f. "الحساب الأساسي": يعني الحساب الذي اختاره العميل لدى البنك.
   g. "المصرف": يعني استخدام الخدمة كما يتضمن ذلك أي رقم يصدر بدلاً من ذلك.

2. أفراد الحسابات المشتركة يكونون ملتزمين بالتكافل و التضامن فيما بينهم لهذه الاتفاقية.

3. يلزم العميل بالمحافظة على الرقم الشخصي السري الخاص به و عدم السماح لأي شخص باستخدامه كما يتعهد بتحذير البنك فورًا في حالة أي فقد أو إفشاء لهذا الرقم الشخصي السري ولا يجوز في أي حال من الأحوال تحويله أو التنازل عنه للغير.

4. تكون كافة العمليات التي تم بواسطة خدمة التليفون البنكي ملزمة للعمل إذا كانت باستعمال رقم شخصي و سواء كان ذلك بعمليدون علم و موافقة البنك.

5. يجب على العميل التفاهم بالكامل مع البنك في حالة الحاجة إلى تحقیقات أو دعاوى تنقب بخدمة التليفون البنكي واستخدامه.

6. بموجب التوقيع على هذه الاتفاقية يفوض العميل البنك بخصوص أي رسوم/عمولات/فوائد أو أي مصاريف من حساب العمل الأساسي أو أي من حسابات العمل الأخرى لدى البنك و التي تنشأ من وقت لآخر عن تلك العمليات التي تم بواسطة خدمة التليفون البنكي.

7. تكون رسوم البنك (سواء كانت ديجيتال أو بواسطة الكمبيوتر) و الخصم فعلي الخدمة التليفون البنكي ملزمة و تنفيذية لجميع الأغراض ولا يحق للعميل بأي حال من الأحوال المنزعجة فيما ورد فيها.
8. The Customer should notify in writing the branch at which his primary account is maintained upon occurrence of any of the events stated below:
   a. The use of HSBC Bank Egypt by any person other than the Customer
   b. The loss or theft of the PIN becomes known to any person other than the Customer
   c. The Bankruptcy, loss of legal capacity or taking any legal or administrative procedures against the Customer or against any person of the joint account holders

9. Upon receipt of the written notice mentioned in the above mentioned item, the Bank shall be entitled to conduct any or all of the following actions at its own discretion according to each case:
   a. Cancelling the PIN
   b. Issuing a new PIN upon Customer’s request
   c. Terminating HSBC Bank Egypt service
   d. Freezing Customer’s accounts

10. All transactions undertaken through HSBC Bank Egypt service before the receipt of the written notice stated in item no. 8 shall be binding to the Customer and under his full responsibility, without any obligation whatsoever on the Bank

11. The Bank shall not be liable for any loss, damages or expenses howsoever incurred by the Customer arising directly or indirectly in regard to the following:
   a. The exercise of the Bank to comply in this agreement
   b. The failure of the Bank to comply with Customer’s instructions or the terms and conditions stated in this agreement, if this failure is a result of a force majeure or unforeseen circumstances beyond the control of the Bank
   c. The closure, repair, damage or failure of HSBC Bank Egypt service

12. The Customer shall indemnify and compensate the Bank for all losses, damages and expenses (Including all legal expenses) whatsoever the cause, which might be incurred by the Bank or to which it might be exposed directly or indirectly which regard to the following:
   a. Any usage whether by the Customer or whoever may be, of the HSBC Bank Egypt service
   b. The violation of the Customer and non-compliance with the terms and conditions stated in this agreement
   c. The negligence of the Customer to safeguard his own PIN
   d. The enforcement by the Bank of its rights by any means under this agreement

13. Without any breach of Bank’s rights stated in this agreement or in any other agreement concluded between the Bank and the Customer or any rights stated to the Bank by virtue of law, the Bank has the right, at any time and without advance notice to the Customer, to cancel the HSBC Bank Egypt service or vary services available, provided that the Customer is notified with this cancellation or change within one week from that date
14. The usage of HSBC Bank Egypt service is subject to the prevailing terms and conditions governing the opening of accounts at the Bank and which is available on HSBC Bank Egypt website www.hsbc.com.eg and which constitutes an integral and complimentary part of this application which we refer into.

15. All mutual correspondence between the Bank and the Customer shall be valid and effective if they are sent to the last address notified by the Customer to the Bank and shall be deemed received by customer within seven days from date of sending by mail. The Customer is committed to notify the Bank of any change or amendment, else the Bank may address the customer according to the last address recorded at the Bank.

16. This agreement is subject to the rules of the Egyptian Law. Any dispute arising from its implementation shall be governed by Cairo Courts of justice according to rules of competence.

17. The Arabic version of this agreement is the official and legally effective version.
Section 10 - Asset link Overdraft

Declaration & Facility Agreement

In regards to all facilities which we may establish in the name of the undersigned, the undersigned (hereinafter called the “Borrower(s)”) agrees that such facilities shall be subject to the following general conditions:

1. In consideration of the HSBC BANK EGYPT S.A.E. (hereinafter called the “Bank”) granting or continuing to grant credit facilities to the Borrower(s) from time to time by way of overdraft, finance or any other kind of facilities to a maximum limit which shall be the net drawings from and deposits to such accounts as recorded in the Bank’s books and accounts from the date of the agreement, this amount to be recorded by the Bank in the box provided at the bottom of the Finance Application agreement at the end of the period to which the facilities relate shall comply with the following terms and conditions.

2. The Borrower(s) undertake(s) to pay to the Bank on first demand all the sums due plus return, expenses and any other charges which may be levied in accordance with the Bank’s requirements and standing regulations in force from time to time. The Bank has the option at any time to claim settlement of all the Borrower(s)/Borrowers’ liabilities to the Bank and to modify or cancel the overdraft and/or any other facilities granted to the Borrower(s), at its absolute discretion (and whether for breach of the terms and conditions hereof or otherwise) without any obligation to state reasons or justification.

3. a- The Finance/Overdraft or any other Bank Facility shall bear return at annual rate determined by the Bank from time to time, shall be calculated on the outstanding daily overdraft balances and debited to the Borrower’s/Borrowers’ account at any such intervals as the Bank at its own discretion may decide.

b- The Borrower(s) undertake(s) to pay to the Bank the finance amount plus return in monthly instalments.

c- All amounts of return, commission, expenses or charges debited to the Borrower’s/Borrowers’ account shall become part of the Borrower’s/Borrowers’ liability to the Bank and if the debiting of such amounts to the Borrower’s/Borrowers’ account exceeds the limit (stated in the agreement) or such other limit as may be fixed at the discretion of the Bank, the Borrower(s) undertake(s) to repay the excess immediately.

4. The Borrower(s) agree(s) that the Bank shall have the right of set off (or similar right) over any of his/her/their, property rights and return which are in the Bank’s custody and control which rights may be exercised by the Bank and the Bank may at any time and without notice combine and consolidate all or any of the accounts held in the Borrower’s/Borrowers’ name irrespective of the titles they come under, and/or set off against any overdrawn accounts all or any monies whatsoever and whether on current account, savings account or deposit account or saving certificate account and in whatsoever and whether currency which the Bank may at any time hold to the Borrower’s/Borrowers’ account at any of its branches.

The Borrower(s) agree(s) that the Bank shall have the right of set off (or similar right) over any of his/her/their, property rights and return which are in the Bank’s custody and control which rights may be exercised by the Bank and the Bank may at any time and without notice combine and consolidate all or any of the accounts held in the Borrower’s/Borrowers’ name irrespective of the titles they come under, and/or set off against any overdrawn accounts all or any monies whatsoever and whether on current account, savings account or deposit account or saving certificate account and in whatsoever and whether currency which the Bank may at any time hold to the Borrower’s/Borrowers’ account at any of its branches.

The Borrower(s) agree(s) that the Bank shall have the right of set off (or similar right) over any of his/her/their, property rights and return which are in the Bank’s custody and control which rights may be exercised by the Bank and the Bank may at any time and without notice combine and consolidate all or any of the accounts held in the Borrower’s/Borrowers’ name irrespective of the titles they come under, and/or set off against any overdrawn accounts all or any monies whatsoever and whether on current account, savings account or deposit account or saving certificate account and in whatsoever and whether currency which the Bank may at any time hold to the Borrower’s/Borrowers’ account at any of its branches.
5. The Bank may refuse to honor any drawings or cheques or payment orders which if honored would cause the account(s) to exceed the authorized limit(s). The Bank has no obligation to inform the Borrower(s) that such drawings, cheques or payment order have been refused. No extension, waiver or indulgence granted by the Bank or its officers shall prejudice the rights of the Bank hereunder. In the event of the authorized limit being exceeded, the Borrower(s) acknowledge(s) that any excess is subject to terms of the agreement.

6. a- All statements of account sent by the Bank to the Borrower’s/Borrowers’ address as it appears in the records of the Bank will be correct and approved by the Borrower(s) if no written objection or comment has been received from the Borrower(s) within 15 days of the date of dispatch of the statement of account to the Borrower(s). The fact that no communication has been received from the Borrower(s) will be interpreted as a confirmation of the correctness of the account.

b- The Borrower(s) acknowledge(s) and concedes the Bank’s books and accounts shall be sole evidence of the sum due or which the Borrower(s) is/are bound to pay in respect of the Bank facilities and the Borrower(s) also specifically waive(s) any right to challenge the correctness of these records.

7. a- Any claim, summons, advice or notice which the Bank may desire to convey to the Borrower(s) shall be deemed to have been duly given to the Borrower(s) if given in writing by registered letter to the last address of the Borrower(s) registered with the Bank. Notice of changes in return rates may also be given by announcement inserted in the local press and/or displayed on the Bank’s premises.

b- Should the Borrower(s) desire to leave the Arab Republic of Egypt with the intention of taking up residence where else, the Borrower(s) undertake(s) to inform the Bank in advance and the credits together with accrued Returns, Commission, Charges and Expenses shall be due and the Borrower(s) shall pay any outstanding indebtedness before departure.

8. The Borrower(s) agree(s) to debit his/her/their account with any fees/ charges/taxes/stamps/amounts, accrued relating to this agreement without having to obtain his/her consent at the time of debit.

9. The Borrower(s) authorize(s) the Bank’s Trade and Credit Investigation Department as well as the department’s staff to obtain/acquire any information from whatsoever source or organization the former department may see it necessary to complete it’s task. This may include other banks, governmental organizations, non-governmental organizations, Public and Private sectors. Moreover, the Borrower(s) authorize(s) the Bank’s Trade and Credit Investigation Department to exchange information with other banking sector entities whenever required.
10. The Borrower(s) irrevocably agree(s) that the Bank may at its sole discretion and for any purpose (including the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Borrower(s) or his/her/their transactions with any member or associate member of the HSBC Group of Companies.

11. The Borrower(s) irrevocably agree(s) that the Bank may transfer or sub-contract the provision of any part of the services provided to the Borrower(s) to any third party including other member of the HSBC group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Borrower(s) for any recoverable loss or damage incurred or suffered by the Borrower(s) as a result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.

12. Information about the Borrower(s) may be processed offshore, in the United Kingdom or elsewhere.

13. In case of the Borrower’s/Borrowers’ failure in paying three consecutive monthly installments on time, the Borrower(s) irrevocably agree(s) that the Bank shall have the right at its sole discretion to cancel the agreement and proceed to recover the finance amount as well as all other finance charges from the security funds held by the bank without any prior notification.

14. In case the total finance amount including all other finance charges exceeded 95% of the security funds amount, the Borrower(s) irrevocably agree(s) that the Bank shall have the right to immediately cancel the agreement and proceed to recover the finance amount as well as all other finance charges from the security funds held by the bank without any prior notification.

15. a- The Borrower(s) acknowledge(s) that he/she/they has/have read the written document and that he/she/they is/are aware of the obligations, liabilities and rights. b- The Borrower(s) acknowledge(s) that the Bank has the right to institute legal proceedings for recovery of the debt and that any legal costs, court fees and lawyers fees incurred shall be added to the Borrower(s)/ Borrowers’ indebtedness. c- The agreement shall be construed, interpreted and executed in accordance with the laws of the Arab Republic of Egypt. Any dispute in the interpretation or execution of the said agreement shall be subject to the jurisdiction of the South Cairo Courts. d- The terms of this agreement will be valid to both the Borrower’s/Borrowers’ general and private successors.

16. The Borrower(s) acknowledge(s) that the Bank has the right to immediately cancel the agreement and proceed to recover the finance amount as well as all other finance charges from the security funds held by the bank without any prior notification.

17. The Borrower(s) irrevocably agree(s) that the Bank shall have the right to immediately cancel the agreement and proceed to recover the finance amount as well as all other finance charges from the security funds held by the bank without any prior notification.

18. In case of the Borrower’s/Borrowers’ failure in paying three consecutive monthly installments on time, the Borrower(s) irrevocably agree(s) that the Bank shall have the right at its sole discretion to cancel the agreement and proceed to recover the finance amount as well as all other finance charges from the security funds held by the bank without any prior notification.

19. The Borrower(s) irrevocably agree(s) that the Bank may at its sole discretion and for any purpose (including the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Borrower(s) or his/her/their transactions with any member or associate member of the HSBC Group of Companies.

20. Information about the Borrower(s) may be processed offshore, in the United Kingdom or elsewhere.

21. In case of the Borrower’s/Borrowers’ failure in paying three consecutive monthly installments on time, the Borrower(s) irrevocably agree(s) that the Bank shall have the right at its sole discretion to cancel the agreement and proceed to recover the finance amount as well as all other finance charges from the security funds held by the bank without any prior notification.

22. The Borrower(s) irrevocably agree(s) that the Bank may at its sole discretion and for any purpose (including the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Borrower(s) or his/her/their transactions with any member or associate member of the HSBC Group of Companies.

23. Information about the Borrower(s) may be processed offshore, in the United Kingdom or elsewhere.
Section 11 – Time Deposits

1. I / We hereby request you to open / continue such Time/Call Notice deposits as I / we may request and undertake to retain the amounts of such with the Bank until maturity of individual deposits / notices, whenever the case may be.

2. I / We understand that the rate of interest payable on Call/Notice Deposits is subject to change without prior notice and that the interest on each Time Deposit is payable only upon maturity of the Deposit. The Bank reserves the right not to pay any interest on a Time Deposit which I / we withdraw before due date.

3. I / We shall give the bank before due date my / our signed instructions for renewal or repayment of the principal and for the disposal of interest in all cases when I / we do not complete the “Automatic Disposal Instructions” on the Bank’s Time Deposit Application Form. In the absence of any instructions before two working days prior to maturity, the deposit, as increased by interest, will be renewed for the same period at the interest rates then prevailing.

4. I / We hereby declare my / our acceptance that in case of death (God forbids), bankruptcy, insolvency, administrative and judicial garnishment, travel prohibition or for any other reason previewed at the Bank’s sole discretion, the term deposit shall not be renewed ending according to its maturity period without renewal for an extra period whereby the bank shall credit its amount in my current / savings account with the bank.

5. I / We agree that the Bank may without notice apply the whole or part of the balances of such deposit accounts towards satisfaction of my / our liabilities to the Bank or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and personal or joint. This is not to be construed as an agreement; either expressed or implied that the Bank is bound to grant me / us any overdraft facilities whatsoever.

6. As regard Foreign Currency Deposits. I / We agree that the Bank may charge exchange commission in case I / we wish to withdraw the amounts in foreign currency notes.
7. In the event that I/we decide to uplift my/our Time Deposit(s) with HSBC Bank Egypt (HSBC) before the expiry of the full original term or any renewal thereof, I/we agree to pay to HSBC a penalty equal to the interest cost to HSBC of amending its position in the Money Market. Such a cost shall be calculated by reference to the market interest rates (T-Bill yields for EGP or Interbank offer rate for other currencies) prevailing at the time of the original booking of the deposit(s) and that prevailing at the time of deposit(s) breakage. Such penalty, if any, shall be deducted from the accrued interest due on the deposit(s). If the penalty exceeds the accrued interest, the difference shall be deducted from the principal subject to a cap which will be dependant upon prevailing money market conditions at the time of the break of the said deposit(s).

8. The bank has the right, in case of granting any facility secured by the Time Deposits, to solely liquidate the Deposit and set off all the granted facilities and deposit the remaining funds into your Current/Savings account. Also the bank has the right, in case of deposit’s term expiry, to liquidate the deposit and crediting its value into your Current/Savings account.