



# Changes to Online and Mobile Banking Terms

From 23 August 2021, there will be changes to the Online and Mobile Banking Terms.

## Summary of changes

- We combined the 'Terms and Conditions for HSBC Internet Banking' and 'Terms and Conditions for HSBC HK Mobile Banking app and Mobile Security Key' into one document so that you can access them in one place. The new terms have been renamed as 'Online and Mobile Banking Terms'
- We've written new terms in simpler language to make them easier to understand
- The new terms won't otherwise adversely affect your rights and obligations

# Online and Mobile Banking Terms

**Our promises to each other.**

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## Key

-  Things you need to do
-  Things you can't do
-  Look closer
-  Additional information to help you
-  Be aware

# How your Online and Mobile Banking works

## How we check it's you

 To confirm it's you when using Online or Mobile Banking, we will ask you for security details like a password, security code, signature, biometric data or information you use with your device like a mobile phone number.

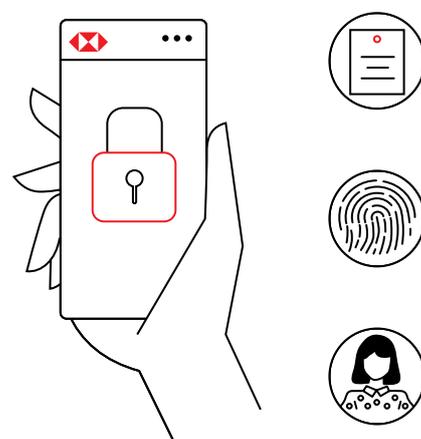
If we're not confident it's you:

- ♦ we might ask further questions,
- ♦ there might be a delay to your transaction,
- ♦ we might not be able to process your instructions,
- ♦ sometimes we might even have to block your account.

We won't compensate you if there's a delay or you lose money as a result of our actions to keep your account safe.

We'll act on an instruction if we reasonably believe that it is given or authorised by you.

- Make sure only your biometric data are registered on your device.
-  Biometric data means things like fingerprints, facial or voice recognition or a retinal image.
- Don't use facial recognition if you have an identical twin sibling or if your facial features are undergoing a rapid stage of development (such as during adolescence).
- Don't disable any function or settings provided by your device which could compromise your biometric data, for example, disabling Attention Aware features for facial recognition on iOS.



# How your Online and Mobile Banking works

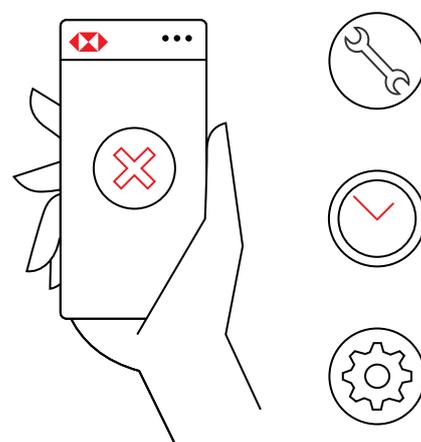
## When Online and Mobile Banking might not be available

- 🔍 ♦ If we're undertaking maintenance or upgrades. We do this to make sure our services remain compatible with supported devices, browsers and operating systems. This might mean there are periods of time where the services are unavailable.
- ♦ If we're unable to provide it due to legal, regulatory, technical or other reasons beyond our control.

We won't offer compensation if Online or Mobile Banking is not available, but we would be happy to help you through one of our branches or through telephone banking.

- ☑️ Keep your browser, operating system and mobile app updated to the latest versions to ensure you have access to Online and Mobile Banking. If you are not up to date with the latest upgrades some of our features and services may not be available.

Please also check your online or mobile service and contact your provider if access issues occur.



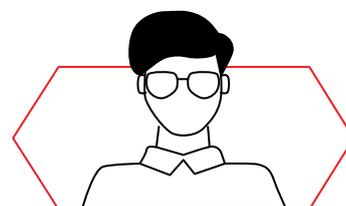
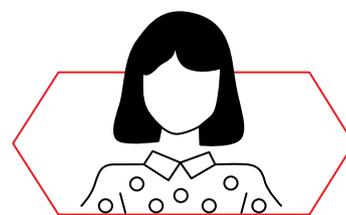
# How your Online and Mobile Banking works

## Instructions, getting advice and the information we display

Sometimes we quote exchange, interest or dealing rates or other prices in Online or Mobile Banking. These rates are just for information and the rate or price we confirm at the time of you agreeing to proceed might be different.

We use reasonable care and skill in providing correct and accurate information to you through Online and Mobile Banking, but please verify any data or reports before acting upon them, for example, market prices.

- ✔ Submit an instruction before the daily cut-off time to avoid waiting until the next working day for the instruction to be processed.
- ✘ You cannot cancel an instruction given through Online or Mobile Banking without us agreeing.
- ✔ Please check any transaction confirmation that we send to you immediately and tell us straight away if you notice a mistake. If you transfer money to the wrong person by mistake we will do our best to get it back but cannot guarantee it.
- ✔ You must provide any information we reasonably ask for about a transaction.
- ⚠ We don't solicit, recommend or advise on products or services sold via Online or Mobile Banking. These execution only transactions are based on your own judgment and you should therefore carefully assess whether these transactions are suitable for you. Any prior recommendation we may have provided to you was suitable at the time it was made. We have no ongoing responsibility to ensure that a product we have recommended to you remains suitable for you.
- ℹ You may be able to see products or services through Online or Mobile Banking which you may have bought outside of Online or Mobile Banking and that you hold via us, another HSBC group company or certain third parties.



# How your Online and Mobile Banking works

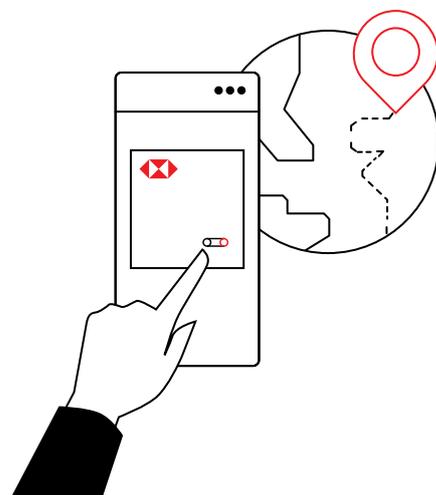
## Using your location

🗨 Sometimes Online and Mobile Banking uses information about your location sent from your device, for example, our find a branch service.

If you use these location services, you are agreeing to us and sometimes third parties accessing, monitoring, transmitting, collecting, storing, disclosing, processing and using your location data. We will only collect, use, store and disclose your location data as explained in our privacy notice.

Sometimes if you are using third party services, like Google maps for example, through Online and Mobile Banking they have their own terms about how they will use your data which you need to check and agree to.

- ☑ We will ask if you agree to the use of your location data when you first use Online or Mobile Banking.
- ☑ You can turn off the location services settings on your device at any time if you do not want us or our third party service providers to access your location information.



# How your Online and Mobile Banking works

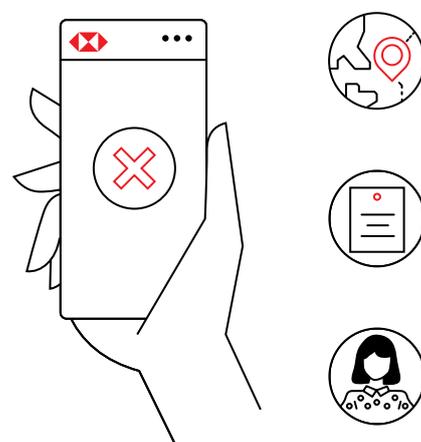
## Fees

- We don't charge for using Online or Mobile Banking, but you may be charged for taking certain actions through it, like making some types of payments. Details of our fees and charges can be found in our Bank tariff guide, which you can access through our website.
- We also won't charge you for the tool / application you need to use to generate a security code to access our Online and Mobile Banking, but the type of tool / application you need to use may change over time as technology evolves.

## Use of your Online and Mobile Banking

Online and Mobile Banking is provided by The Hongkong and Shanghai Banking Corporation Limited, which is regulated and authorised to carry out banking activities in Hong Kong S.A.R.

If you use Online and Mobile Banking outside of Hong Kong S.A.R., we may not be authorised to offer or provide you with certain products and services where they are not permitted by the law or regulation of the jurisdiction you are located or resident in.



# Your role in keeping Online and Mobile Banking safe

We are doing everything we can to keep you safe when using Online and Mobile Banking and we appreciate your help.

You can find more guidance about keeping safe online on our website and in our app. Here's an overview:



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Take all reasonable precautions to prevent someone misusing your accounts, security software, your device and data. Don't be careless with your information and keep your device safe and secure.

Keep the anti-virus protection and security updates on your device up to date and regularly check for viruses. We will use reasonable care to check for viruses in our software as well.

Keep your browser and operating system up to date, as well as the information stored on your device. Make sure you download the latest version of our mobile app.

Review your statements and tell us straight away if you don't recognise a transaction.

Tell us straight away if you know or suspect your accounts, security details, device or data might not be safe or have been used by someone else. Our website explains how you can contact us.

Tell us about a change to your contact or other details immediately.



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Don't tell anyone else your security details.

We will never contact you with a request to tell us your security details in full. If someone contacts you asking for your full security details, do not disclose them and tell us immediately.

Don't access Online or Mobile Banking if a virus or malware has been detected on your device.

Don't download our app from an unofficial source. Official sources include the Apple and Google app stores, our website and other approved app stores. You can find a list of app stores approved by us on our website.

Only access Online and Mobile Banking on your own device.

Don't let anyone else use your device. Delete your app and details if you sell or no longer use your device. A factory reset is a good idea.

Don't use a device, browser or operating system which has been modified outside its supported or warranted configurations. This includes jail-broken or rooted devices.

# Your role in keeping Online and Mobile Banking safe

## What happens if you don't do these things



If you don't follow our guidance above and on our website or app about how to stay safe online, you may be liable for any consequences of a security breach.

If you let someone use your device or your security details, we will assume they are you and act on their instructions as if it were you. This includes allowing someone to register their biometric data on your device.

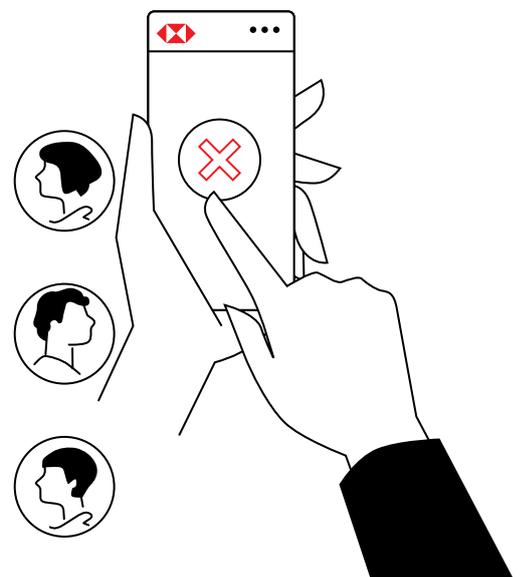
You will be responsible for any transactions on your account until you let us know that your account, security details, data or device are no longer safe.

If we reasonably believe you gave us the instruction we will act on it.



If you act fraudulently or there is gross negligence on your part, you will be liable for all losses.

Gross negligence can happen, for example, where you fail to keep your passwords safe or don't inform us immediately that your account is not safe.



# Other important things

## Changes

We might change our services, how we accept instructions, operating hours or daily cut-off times without telling you first. If we change our terms we'll give you advance notice of the change (unless the change is minor).

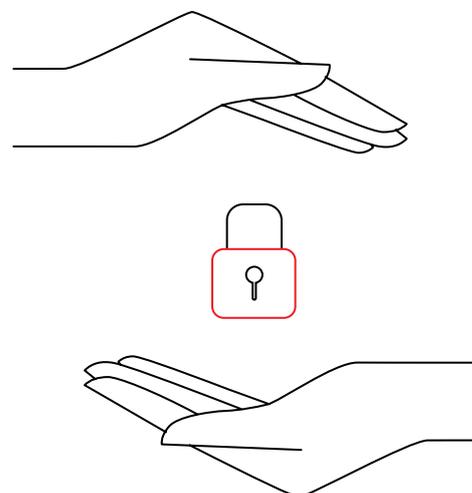
We can't predict all of the reasons we may need to make a change, but common ones might be:

- ♦ changes to laws or regulations,
- ♦ changes to our business, technology, services or facilities we use,
- ♦ complying with decisions or recommendations we have to follow, such as by a court, regulator or industry body or new industry guidelines or codes of practice, or
- ♦ to cover the increased cost of offering a product or service.

🗨️ If you continue to use Online or Mobile Banking after a change to our terms you will have accepted the change.

We send notices of change in a variety of ways, including through Online or Mobile Banking.

If you do not accept a change we have made, you can contact us and we may be able to offer you branch or telephone banking as an alternative.



# Other important things

## Our agreement

These terms don't apply to our PayMe app. PayMe has its own terms which you will agree to when you accept that app.

There may also be separate terms that apply to certain products or services that we supply to you. You'll need to agree to additional, separate terms for these products or services. We'll give you any relevant terms when you need them.

We also have a privacy policy and cookie notice and you can find these on our website. These notices apply to the personal data we collect via Online and Mobile Banking. We take your privacy seriously.

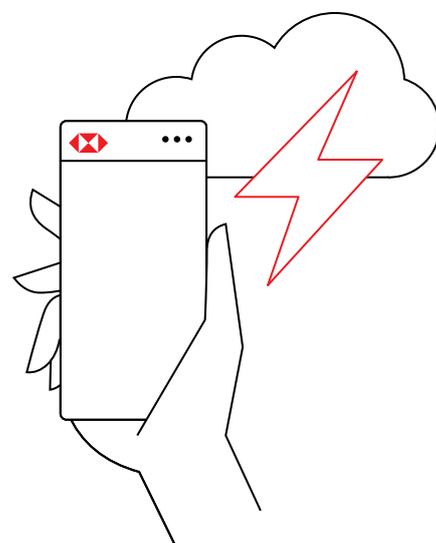
Sometimes we'll offer or show third party products or services through Online and Mobile Banking. If something goes wrong with these products or services, or you're not happy with them, we might put you directly in contact with that third party.

You may have to pay tax for using Online and Mobile Banking. You'll need to get your own tax, legal or other professional advice about the products and services you buy through Online or Mobile Banking.

We hope that we are always able to resolve issues between us. If we can't and we end up going to court, the laws of Hong Kong S.A.R. will apply to the interpretation of all of the terms between us. Any disputes that go to court would go to the courts of Hong Kong S.A.R. However, if you or your assets are located in another country/region, the courts of that country/region may hear the dispute.

We'll only transfer our rights and obligations under these terms to another member of the HSBC group or someone else we think is able to perform our obligations towards you as well as we would. We'll let you know in advance if this happens.

Sometimes one of the HSBC group companies might need to act for us under these terms.



# Other important things

## **Our agreement (continued)**

Joint account holders both have to comply with everything in these terms.

When we talk about 'we' 'us' or 'our' we mean The Hongkong and Shanghai Banking Corporation Limited.

For our mobile banking app, the app stores have asked us to remind you that we, not app stores, are responsible for our mobile banking app. You should contact us about:

- ♦ maintenance and support issues, or anything to do with our app's content,
- ♦ any malfunction of our app,
- ♦ any claims relating to our app.

App stores are considered as third party beneficiaries while you're using our app, and they can rely on the above terms in the same way as we can.

## **Intellectual property and hyperlinks**

⊗ Don't alter, reverse engineer or copy all or part of our Online or Mobile Banking.

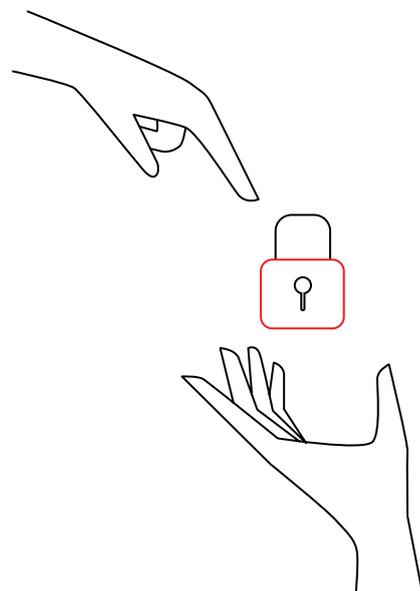
There might be hyperlinks to third party websites in our Online and Mobile Banking. We are not responsible for these websites. See our hyperlink policy available on our website for more details.

"HSBC" and our Hexagon logo are registered trademarks.

Apple, the Apple logo, iPhone, iPad, iPod Touch, Touch ID and Face ID are trademarks of Apple Inc. registered in the US and other countries. App Store is a Service Mark of Apple Inc.

Google Play, the Google Play logo and Android are trademarks of Google LLC.

iOS is a trademark or registered trademark of Cisco in the US and other countries and is used by Apple Inc. under license.



# Other important things

## **Suspending, restricting and ending our relationship**

- ✔ You can tell us at any time if you want to end this agreement and no longer use our Online and Mobile Banking services.

We can suspend, restrict or end your access to Online or Mobile Banking if:

### **You**

- ♦ have seriously or repeatedly broken your agreement with us in these terms,
- ♦ haven't accessed Online or Mobile Banking for a long time (for example 12 months). You can always re-register if you still need access,
- ♦ no longer have a banking relationship with us,
- ♦ use Online or Mobile Banking for business purposes,
- ♦ use Online or Mobile Banking for any illegal purposes or otherwise in an abusive, libellous, obscene or threatening way.

### **We**

- ♦ have evidence of a breach of security or misuse of your account or security details,
- ♦ otherwise reasonably believe such action is required.

Sometimes we might need to suspend, restrict or end your access to Online or Mobile Banking immediately without telling you first. Also, we may not be able to tell you the reason why.

- ⚠ We won't be responsible for any losses caused by us suspending, restricting or ending your access to Online or Mobile Banking.

- ✔ You can use phone banking or visit one of our branches if you no longer have access to, or are having difficulty with, Online or Mobile Banking.



# Other important things

## **Suspending, restricting and ending our relationship (continued)**

If your access to Online or Mobile Banking is suspended, restricted or ends:

- ♦ we may have to also close any accounts, products or services that are only available via Online or Mobile Banking,
- ♦ you will no longer receive statements digitally and you'll need to make sure we have your up to date details so that we can start sending statements to you by post.

✔ You should delete the app from your device if our relationship ends.

## **Our liability**

We won't be responsible for any issues caused by third party services or software, for example instant messaging or video chat apps, etc. used with our accounts or services whether because of a delay in processing information or other issues unless:

- ♦ we have provided you with such third party services or software, or
- ♦ such issues are caused by our mistake.

We won't be responsible for any issues caused by any delay in acting on instructions, information or communication via Online or Mobile Banking where this is caused by events outside of our reasonable control.

We'll only be responsible for loss in connection with Online or Mobile Banking if:

- ♦ it was caused because we, or someone acting for us, acted negligently (this basically means where we didn't take proper care where we should have done) or fraudulently (this basically means being deceitful); or
- ♦ we failed to do something we agreed to do in these terms, and the resulting loss you suffered was of a type and amount we could have expected as a result of those actions or failures. There are other places in these terms where we say we're not responsible for any losses – this is always subject to the above unless we say otherwise.

