

# HSBC Expat Online Banking

## Terms and Conditions

Effective from 22 February 2015

# HSBC Expat Online Banking

## Glossary

"We", "us", "our" and "HSBC Expat" means HSBC Bank plc, Jersey Branch, HSBC House, Esplanade, St Helier, Jersey, JE1 1HS, Channel Islands.

"Service" means our online banking service.

"Mobile Banking" means our mobile banking service.

"Terms" means these HSBC Expat Online Banking Terms and Conditions.

Please read these Terms before you begin using the Service. These Terms apply in addition to our Personal Banking Terms of Business and any other terms and conditions which apply to products you can access through the Service:

**1.1. Registration.** To register for the Service, you must have your Personal Banking Number ("PBN"), Direct Banking ("Telephone Banking") Personal Identification Number ("PIN") and an HSBC Secure Key. We sent you these when your account with us was first opened (if this was before 4 December 2012, you may need to request a Secure Key by calling us). You will then need to set up your username, password, select a memorable question and provide an answer for it and activate your Secure Key ("Security Details") to identify yourself and to authorise instructions through the Service. You will not be able to register for the Service when it is suspended or unavailable due to maintenance.

**1.2.** Registering for the Service will enable you to access your HSBC Expat accounts through Mobile Banking using the same Security Details upon acceptance of our Mobile Banking Terms and Conditions. Mobile Banking provides access to some, but not all of the Service features through a mobile device.

**1.3. Account Access.** You must tell us immediately of any unauthorised access to the Service or any unauthorised transaction or instruction which you know of or suspect, or if you suspect someone else knows your Security Details. You must also change your Security Details immediately using new Security Details that you have not used before. We may notify you from time-to-time of changes in the security information we may require for accessing the Service.

### 1.4. Processing of your payment instructions

1.4.1. You can request certain payments through the Service. When you have provided your instruction, you will be asked to confirm it, which will be your agreement for us to make the payment.

1.4.2. You request and authorise us to:

- a. rely and act upon all apparently valid payment or transfer instructions as properly authorised through the Service, even if it may conflict with any other mandate given at any time concerning your account(s) or affairs, and
- b. debit your account(s) with any amount we have paid, transferred or incurred in accordance with the instruction.

1.4.3. Your payment instructions will only be accepted by us after your Security Details have been accepted and it passes any further authenticity checks.

1.4.4. Your liability for payments which have not been authorised by you will be limited in the way described in Clause 1.4.5 below.

1.4.5. We may refuse to act upon a payment instruction, for example, if it exceeds the limit that we have set for such an instruction, or if we know of or suspect a breach of your Security Details. Please refer to the User Guides for details of our limits imposed upon an instruction carried out through the Service.

1.4.6. You can use the change online banking limits feature to decrease a maximum amount for a specific HSBC Expat transaction out of your account from the

Service and Mobile Banking. Changes you make to your online banking limits using the Service will take effect the next working day.

Each limit will apply between 00:00-23:59 UK time on each of Tuesday, Wednesday, Thursday and Friday, and between 00:00 on Saturday through to 23:59 on Monday.

If you decrease an online banking limit from the HSBC Expat default limit, we will never automatically increase it in line with any revisions we may make. If we decided to decrease our default maximum limits at any time, we will override any limits that may be above our new maximum limits. To increase your limits at any time, please call us.

1.4.7. We will not be responsible if the circumstances giving rise to an incorrect payment or transfer, or a payment or transfer not being made were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

1.4.8. We may, at any time, suspend your access to the Service. We will normally give you advance notice if we are going to suspend your use of the Service. We will tell you why we are taking this action, but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures, or if it is unlawful to do so. We may occasionally suspend your use of the Service without notifying you where we have been unable to contact you in advance. We may also suspend your use of the Service due to local legal obligations that apply to us.

1.4.9. We will use reasonable efforts to inform you without undue delay through the Service and/or our website, if any service under the Service is not available.

1.4.10. We will not always carry out a payment or transfer instruction immediately following it being requested by you. Some matters may take time to process and your instruction may only be processed during normal banking hours.

### 1.5. Global Transfer

You can make a Global Transfer payment using the Service. A Global Transfer payment can be used to move money between your HSBC accounts that you have liked in Global View.

Global Transfer payments are not available to or from all countries, or on all mobile device operating systems in some countries.

#### Use of Global Transfers

1.5.1. You must be an HSBC Premier or HSBC Advance account holder with us and have linked us in HSBC Global View to make a Global Transfer payment.

1.5.2. To make a Global Transfer payment you must log on with your HSBC Secure Key to our Service or any linked countries Service or Mobile Banking. When you provided your Global Transfer payment instruction to move money from your account with us to a linked account in another country, you will be asked to confirm your instruction, and once you confirm it, this will be your agreement for us to make it.

1.5.3. If you are an HSBC Premier account holder, you will not be charged a fee for making the Global Transfer payment. A Global Transfer fee applies to all other customers and is set out in our Tariff of Charges. The fee will be payable each time you make a Global Transfer payment and the fee will be taken in the currency of the country which your payment is being debited from.

If the debiting country is Jersey (HSBC Expat), you authorise us to deduct the Global Transfer fee from your account from which the Global Transfer payment is made when you give us your instruction (if the account is a not in Sterling, we will convert the fee into the currency of your account using our exchange rate that is prevailing when we take the fee). If the debiting account is in another HSBC country, then that country's terms and conditions and exchange rate will apply to your Global Transfer payment.

**Global Transfer payments between accounts in different currencies.**

- 1.5.4. If the receiving account is denominated in a currency that we can convert your Global Transfer payment into, then we will convert it into that currency. We can convert into most major global currencies, including all EEA currencies and US dollar. We may ask other HSBC Group companies to carry out currency conversions on our behalf.
- 1.5.5. The HSBC Global Transfer payment exchange rate will apply to the currency conversion; this is a variable rate that changes frequently. If you ask us to make the Global Transfer payment 'Now', we will provide you with details of the Global Transfers payment exchange rate and you will have the opportunity to reject the exchange rate before you confirm that you want us to send your Global Transfer payment. By confirming, you are agreeing to accept the Global Transfer exchange rate that we have provided to you. Details of currencies we can convert into and send for same day value are: AED, AUD, BHD, CAD, CHF, CNY, DKK, EUR, GBP, HKD, INR, JPY, KWD, MXN, NOK, NZD, OMR, QAR, SGD, THB, and USD. These currencies' abbreviations are the standard currencies abbreviation by the International Organization for Standardization ("ISO"), www.iso.org.
- 1.5.6. If the receiving account is denominated in a currency that we cannot convert your Global Transfer payment into, we will provide you with an indicative Global Transfer exchange rate when you instruct us to make the Global Transfer payment. The currency conversion will be carried out by the HSBC Group company that provides you with the receiving account. It will be converted at the time they receive the Global Transfer payment (or the next time they are open for business) at their Global Transfer exchange rate at that time. Currencies we cannot convert into can be found on our website, www.expat.hsbc.com.

**Global Transfer payment times**

- 1.5.7. Once you have asked us to make a Global Transfer payment, you are not able to cancel your instruction, unless it is a future-dated payment, in which case you can cancel it as set out in the table below. Future-date payments and recurring payments cannot be requested through Jersey (HSBC Expat) in Mobile Banking.

Maximum execution time	Immediate, except where we are unable to convert your transfer into the currency of the receiving account before we send it. In that case, the transfer will take up to five days*.
Can you arrange a payment to be sent on a future date?	Yes, through the Service. You can cancel a future-dated payment through the Service, Mobile Banking or by calling us before 23:00 UK time the day before the payment is due to be made.

\*occasionally Global Transfer payments may take slightly longer due to local regulatory requirements in certain non EEA countries, eg China.

- 1.5.8. **Cut off times.** A cut-off time is the time before which on a calendar day a Global Transfer payment instruction is treated as received by us (this means if we receive a Global Transfer payment instruction after the cut-off time, we will treat this as received by us on the following calendar day). The cut off time for Global Transfer payment is 23:45 UK time.
- 1.5.9. We may set maximum Global Transfer payment limits. If we do, we will tell you the applicable limit when you make a payment. Your confirmation to make a Global Transfer payment will also be your agreement to the limit that applies.

**1.6. Liability for unauthorised transactions**

- 1.6.1. Subject to Clauses 1.6.2 to 1.6.4 below, we will be responsible for any unauthorised payments made following a payment instruction received via the Service or Mobile Banking that you tell us about in accordance with Clause 1.3 (if, on reasonable grounds, we suspect fraud or that you have been grossly negligent, we will investigate the payment). Where we are responsible, we will refund the amount of the unauthorised payment and any related interest and charges. We will have no further liability to you.
- 1.6.2. You will be responsible for all losses if you act fraudulently, or if you allowed another person to use your Security Details or security device to access the Service or Mobile Banking.
- 1.6.3. You will be responsible for all losses arising from an unauthorised payment or transfer instruction as a result of:
  - you acting fraudulently; or
  - you intentionally or with gross negligence fail to use the Service or Mobile Banking in accordance with these Terms (including keeping safe your Security Details, any security device or any personal details); or
  - you intentionally or with gross negligence fail to notify us of the loss or theft of your Security Details, any security device or personal details by calling us.
- 1.6.4. Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised instruction:
  - if someone uses your Security Details or any security device before you receive them; or
  - if you have purchased goods via the Service or Mobile Banking; or
  - after you have notified us of the loss or theft of your Security Details or any security device, or unauthorised access to the Service or Mobile Banking; or
  - if we have failed to provide facilities in order for you to tell us your Security Details or security device have been lost or stolen.

**1.7. Our liability to you**

- 1.7.1. We will take reasonable care to ensure that any information provided to you by the Service and/ or Mobile Banking is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. We do not warrant that the information provided by the Service or Mobile Banking is always accurate or error free. Some of the information available through the Service or Mobile Banking may be identified on the screens or in the User Guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.

- 1.7.2. You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for:
- any equipment, software or associated user documentation which any third party other than us produces at any time for use in connection with the Service or Mobile Banking; or
  - any services through which you access the Service or Mobile Banking or which you access through the Service or Mobile Banking which are not controlled by us.
- 1.7.3. We shall not be liable to you for any loss you suffer due to any event or abnormal or unforeseeable circumstances beyond our control, which leads to the Service or Mobile Banking being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure, the consequences of which would have been unavoidable, despite all efforts to the contrary.
- 1.7.4. We are not obliged to monitor your use of the Service or Mobile Banking for any failure by you to carry out your obligations under the Terms or notify you of such failure.

### **1.8. Account accessibility**

- 1.8.1. Not all of your accounts may be accessed through the Service or Mobile Banking.

### **1.9. Records**

- 1.9.1. Our records will be evidence of your dealings with us in connection with the Service and Mobile Banking.
- 1.9.2. You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing, or are documents produced by a computer.

### **1.10. Copyrights, trademarks and copying materials**

- 1.10.1. Please note that "HSBC" and our hexagon logo are all registered trademarks.
- 1.10.2. We have a licence for, or own, all copyrights for our website through which you access the Service and Mobile Banking and all trademarks and other materials used on it.
- 1.10.3. You may print, copy, download or temporarily store extracts from the website for your personal information where we so recommend and can use the Service and Mobile Banking for personal use. Any other use is prohibited unless you first obtain our written approval.

### **1.11. Permission to use software**

- 1.11.1. We give you permission to use software and other items supplied or made available by us or on our behalf but only for use in connection with the Service. Your use is subject to any terms and conditions supplied to you with the software or other item in addition to these Terms. You may not transfer this permission to anyone else, but we may give others permission to use the same software. You agree that you have no intellectual property rights in the software and that, except for the rights given to you here; you have no other rights in the software.
- 1.11.2. You agree to keep confidential any software supplied or made available by us and not copy it (except for backup purposes).
- 1.11.3. You must not allow any third party to modify, reverse engineer or decompose any software we supply (or any part of it), or merge it with any other software.
- 1.11.4. You must not use any software we supply or make available to you for any unlawful purpose or for the transmission of defamatory or obscene material.

- 1.11.5. We may provide or make available installation updates and other software for the operation of the Service and Mobile Banking. The software we provide will have been thoroughly checked and tested for viruses and certified before production. Whilst every care is taken to ensure the installation is risk free, it is your responsibility to back up all your important data before installation.

### **1.12. Fees, changes to and termination of the Service and Mobile Banking**

- 1.12.1. You will be responsible for any charges from your telephone provider and your network provider as a result of the use by you of the Service and Mobile Banking.
- 1.12.2. The website or screens through which you access the Service or Mobile Banking are subject to change by us. Unless we have specifically agreed to give prior notice to you, we may make such changes (including changes to layout) without notification.
- 1.12.3. We can end your access to the Service or Mobile Banking immediately in the following situations:
- if you have significantly broken any of the Terms; or
  - there has been, or we suspect there has been fraud involving any of your account(s) with us or any payment instruction on any of your accounts; or
  - if there has been, or we suspect there has been suspicious activity in relation to the Service or Mobile Banking on your account; or
  - if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with the Service or Mobile Banking and your account; or
  - if you have not satisfied any anti-money laundering requirements; or
  - if we have demanded that you repay any overdrawn balance on your account to us and you fail to do so.

We will give you notice in writing immediately after your account has been closed.

- 1.12.4. We may end your access to the Service or Mobile Banking for any other reason, by giving you at least 30 days' written notice.
- 1.12.5. We may refuse to permit you to access the Service or Mobile Banking.

### **1.13. Messaging**

- 1.13.1. If we make the messaging service available to you, you may send us and we may send you secure messages over the Service and Mobile Banking. You should check your messages regularly, eg every 14 days, as they may contain important account information.
- 1.13.2. If you send us a message, we will aim to respond to you within three working days. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all, we will aim to let you know this within this period. Please be aware that once you have sent a request using the message service, we may not be able to cancel it before the request is implemented.
- 1.13.3. You must not send us a message:
- in relation to matters for which there is a specific feature on the Service, such as using it to notify us of a change to your principal residential or correspondence address or give an instruction; or
  - which require immediate attention (please call us instead); or
  - which are requests of a transactional nature, eg fund management or in relation to a product maturity; or

- which are requests to take out, change or renew existing insurance policies; or
- reporting the loss or theft of cheques and/or debit or credit cards (please call us instead); or
- on behalf of any third party or in relation to our dealings with any third party; or
- which are offensive, frivolous or otherwise inappropriate.

If you do so, we may suspend the message service or terminate your use of the Service or Mobile Banking in accordance with Clause 1.12.3 above.

#### **1.14. Encryption and viruses**

1.14.1. We use a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside of Jersey. Please see 'Important Notes' in the 'Legal Information' section of the website for further guidance on a particular jurisdiction. It is your responsibility to ensure that your ability to use the Service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Service or Mobile Banking in these jurisdictions.

1.14.2. Due to the nature of the Service and Mobile Banking, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Service or Mobile Banking, unless such loss or damage is directly and solely caused by our negligence or deliberate default.

#### **1.15. Agency and information**

1.15.1. We may, at any time, appoint one or more agents to provide all or any part of the Service or Mobile Banking, for example providers of web hosting and fund pricing services, and references to 'we', 'us' or 'our' will include references to such agents.

1.15.2. We will not be liable for any disclosure of confidential information where it is as a result of you not complying with Clause 1.6. of these Terms, which relates to important security measures.

#### **1.16. Important information**

Issued by HSBC Expat, HSBC House, Esplanade, St Helier, Jersey, JE1 1HS. Email us at [expat@hsbc.com](mailto:expat@hsbc.com) or call HSBC Premier on +44 1534 616 313 or HSBC Advance on +44 1534 616 212.

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To help us continually improve our services and in the interests of security, we may monitor and/or record your communications with us. Our data privacy statement is available to read on [expat.hsbc.com](http://expat.hsbc.com).

