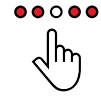


HSBC Online and Mobile Banking Terms

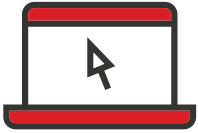
HSBC Bank (Singapore) Limited

Effective date 7 November 2023

Contents



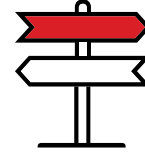
Click on the contents buttons to move around the document.



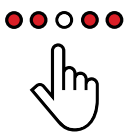
How your Online and Mobile Banking works



Your role in keeping Online and Mobile Banking safe



Other important things



This PDF is interactive

At any time, you can click on the:

- contents
- menu bar
- home button



Moving around


You can use the contents, menu bar and home button to move around this document. This is a great alternative to scrolling.




Click on the home button anytime to go back to the contents.


Key


These icons mean:


 Things you need to do

 Look closer

 Be aware

 Things you can't do

 Additional information to help you

 Things you need to do that are time sensitive

Contents

How your Online and Mobile Banking works	4
How we check it's you	4
Security Tokens	6
When Online and Mobile Banking might not be available	6
Instructions, getting advice and the information we display	7
Using your location	8
Fees	9
Where you can use Online and Mobile Banking	9
Travelling abroad	10
HSBC Kiosks and Devices	10
QR Code Services	11
Bill payment services	12
Complaints	12
HSBC PayNow	13
Your role in keeping Online and Mobile Banking safe	16
Your duty to take reasonable care	16
Co-operation with investigations	19
What happens if you don't do these things	19
Other important things	20
How we'll contact you	20
Changes	21
Our agreement	22
Intellectual property and hyperlinks	24
No links	24
Suspending, restricting and ending our relationship	24
Our liability	26
Confidential Information	27
Records	28
Severability	28
Survival on termination	28
No waiver	28
All rights cumulative	29
Governing Law and Jurisdiction	29
Glossary	30



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things


How your Online and Mobile Banking works

These terms apply if you use Online or Mobile Banking or any of the services.

When we talk about “we”, “our” or “us” in these T&Cs, we mean HSBC Bank (Singapore) Limited.

When we talk about “you” or “your” in these T&Cs, we mean you, our customer or the person who has downloaded or used the Mobile Banking app or Online Banking. Where more than one person is authorised to operate an account, every reference in these T&Cs to “you” is deemed to include each and all of the account holders and each and all of the persons authorised to operate the account. All of you are jointly and severally liable under these terms.

How we check it’s you

 To confirm it’s you when using Online or Mobile Banking, we’ll 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 aren't sure if it's you or we can't verify your identify:

- 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.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

We may, in our discretion, decline or delay acting on any instructions as long as we're acting in good faith. The reasons for doing so include if:

- We are verifying your identity or your instructions;
- The value of your transaction is higher than any limits we set; or
- We suspect there's been a breach of security.

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's given or authorised by you. We may do this even if your instructions conflict with any previous instructions you've given us.

- ☑ Make sure only your biometric data are registered on your device.
- ℹ 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

Your role in keeping Online and Mobile Banking safe

Other important things

Security Tokens

- We may give you a Security Token to access Online and Mobile Banking. This may be a physical electronic device or digital security token that generates one-time passwords. If your Security Token needs replacing, we may charge you. Our charge won't be more than SGD20.00.

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. We'll try to tell you before we do this.
- If we're unable to provide it due to legal, regulatory, technical or other reasons beyond our control.

We'll let you know what operating requirements you'll need to access Online or Mobile Banking. If you don't meet these requirements, you may not be able to access Online or Mobile Banking.

- ☑ Keep your browser, operating system and Mobile Banking app updated to the latest versions to ensure you have access to Online and Mobile Banking. If you're 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.

As Mobile Banking is an app, it:

- has different functions compared to Online Banking; and
- may store some of the information you share or create on the Mobile Banking app on your device.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

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.

Please make sure you 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.
- ✘ If you want to change or cancel an instruction, tell us as soon as possible. We may not be able to act on your new instruction if we've already completed or started to carry out your initial instruction.
- ✔ 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'll do our best to get it back but can't guarantee it.
- ✔ You must provide any information we reasonably ask for about a transaction.
- ⚠ For products or services sold via Online or Mobile Banking, these are execution only transactions based on your own judgment and you should 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

Your role in keeping Online and Mobile Banking safe

Other important things

Using your location

ⓘ Sometimes Online and Mobile Banking uses information about your location sent from your device.

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

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

- ✔ We'll 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 don't want us or our third party service providers to access your location information.





How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

Fees

○ We don't charge for using Online or Mobile Banking, but you may be charged for executing certain actions through it. Details of our fees and charges can be found in our Bank tariff guide, which you can find on 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.

We may give you a Security Token to access Online and Mobile Banking. This may be a physical electronic device or digital security token that generates one-time passwords. If your Security Token needs replacing, we may charge you. Our charge won't be more than SGD20.00.

We may change these terms including by introducing other charges. If you don't agree with these changes, you can stop using Online and Mobile Banking.

To use Online and Mobile Banking, you'll need an internet connection or mobile phone service plan. You're responsible for any fees and charges for these services.

Where you can use Online and Mobile Banking

We designed Online and Mobile Banking to meet legal and regulatory requirements for our customers physically residing in Singapore. This means we might not be authorised to offer you the products and services available through Online and Mobile Banking if you move countries or regions. Online and Mobile Banking is not intended for distribution, download or use by any person in any jurisdiction, country or region where this would not be permitted by law or regulation.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

Travelling abroad

If you're travelling, the laws and regulations of some countries and regions may prevent us from actioning your requests. For example, the country or region you've travelled to may deem any transfer of money between your investment funds as "trading securities" under their laws and regulations. This can have unintended legal and taxation effects. For this reason, we'll tell you when we reasonably believe that complying with a term or condition would cause us to breach any laws meaning we may decline to honour some or all of your requests. We'll be able to action your requests after you return home.

HSBC Kiosks and Devices

You can use HSBC Kiosks and any other computing devices or terminals ("HSBC Devices") to access Online Banking. If you do this, you agree:

- You won't use HSBC Devices for anything illegal and you'll comply with all applicable laws;
- You'll tell us straight away if you become aware HSBC Devices being used for or in relation to an illegal activity;
- You won't use HSBC Devices to:
 - create, access, use or share obscene or objectionable material;
 - share information or software containing electronic worms, viruses or other harmful components;
 - break or attempt to break into computer systems;
 - download, install or store any third party programs;
 - copy, upload, post, publish, transmit, reproduce or distribute material that's copyright protected without obtaining permission from the copyright owner or rightsholder.

While we've tried to ensure HSBC Devices operate properly and are secure, we can't guarantee there are no viruses, spyware or any other malicious computing software on HSBC Devices.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

We won't be responsible for any loss you may suffer when using HSBC Devices. We or our third party service providers may track your activities on HSBC Devices. This includes your use of your Username or Internet Banking ID, Password, Password Reset Questions and Security Codes.

If you breach these terms, we can withdraw your access to HSBC Devices.

QR Code Services

Our QR Code Services allow you to scan a QR code to automatically capture the payment or funds transfer data.

QR codes must meet specifications set by The Association of Banks in Singapore or any other third party authorised or designated to issue such specifications.

You use the QR Code Services at your sole risk. This includes your use of any material or information you use, download or obtain from the QR Code Service.





How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

You're responsible for ensuring the data captured by the QR Code Service is accurate and complete. You'll need to check this data:

- before confirming any payment or funds transfer.
- after the funds are received by you or your payee.

We're not responsible for any errors in such data.

We're not responsible for any damage to your computer and device, or loss of data, caused by your use of the QR Code Services.

The QR Code Services are only intended for use by our customers. If you're not eligible for the QR Code Services, we can cancel your access.

Bill payment services

Our bill payment services allow you to pay bills issued by certain merchants. You can pay bills issued to you or others. ("Bill Customers").

- ☑ You'll need to pay interest, charges and fees to the merchant if you don't pay bills on time.

If you ask us to pay a bill for you, we'll debit your account. You'll need to ensure you have enough money in your account to do this. You may also use your available credit. If we do so, you're responsible for the amount owed. We don't have to tell you before we do this.

Complaints

If you have a disagreement with a merchant or any Bill Customers, you must take it up directly with them. Any disputes with any merchant, bank, financial institution or any other person don't affect our rights under these terms.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

HSBC PayNow

Making payments using HSBC PayNow.

You can use HSBC PayNow to send money via FAST to an individual person or a Corporate who has registered for the PayNow Service with a participating bank or non-financial institution. You'll need to be registered for Online Banking to do this.

To receive money using the PayNow Service, you'll need to register for HSBC PayNow. You can do this using Online Banking (after setting up your security details).

The Mobile Banking app and HSBC PayNow may not be available on certain devices and operating systems. Please see our website for more details.

Making payments

You can make payments to anyone who's registered their:

- bank account details or e-wallet with a participating non-financial institution ("E-Wallet"); and
- mobile number, NRIC or FIN number, Unique Entity Number or Virtual Payment Address (each an "Identifier") on the PayNow Service.

Payments can be made from any current or savings account held:

- in your sole name,
- jointly with another person (where the signing mandate is for each individual to sign singly).

○ The PayNow Service is operated by a third party. A person or Corporate who has registered for the PayNow Service has agreed to link their bank account or E-Wallet to their Identifier. Their bank must be able to accept payments via FAST.

To make payment using HSBC PayNow, you'll need to give us:

- **the type of Identifier** registered by the intended payment recipient for the PayNow Service. This may be a mobile number, NRIC or FIN number, Unique Entity Number or Virtual Payment Address;



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

- **the Identifier number** of the intended payment recipient (the complete mobile number, NRIC or FIN number, Unique Entity Number or Virtual Payment Address registered by them to receive payments via the PayNow Service); and
- the amount of the payment to be made.

Before we process the payment, we'll:

- check the recipient is registered under the PayNow Service.
- re-present to you, details of the nickname selected by the payment recipient to be associated with their Identifier that's linked to the Identifier and Identifier number you've provided.

You must check this information carefully. If you're in any doubt that you're paying the correct recipient you must not press "Confirm" and instead pay the recipient by an alternative method. Each payment request is irrevocable once submitted. You won't be able to withdraw or modify such payment request.

If the Identifier you provided is not registered under the PayNow Service with the third party operator, you'll not be able to make payment via HSBC PayNow to such Identifier. We'll advise you if this is the case.

Collection, Use and Disclosure of Information

By providing us with the Personal Data of any third party (including the Identifier of any intended payment recipient), you warrant and confirm you've obtained the consent of the payment recipient that their Personal Data can be collected, used and shared by us with any member of the HSBC Group, service providers (including third party operators) and other banks that are participating in the PayNow Service for the purposes of the PayNow Service, as well as in response to any requests from any Authorities.

Other important terms

You'll give us any additional information we request.

You're responsible for checking all transactions in a careful manner. Any transactions made through HSBC PayNow are binding on you.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

The underlying PayNow service is owned by a third party. Your access and use of HSBC PayNow depends on our access and use of the PayNow services and facilities made available to us by that third party.

You agree that we won't be liable for any loss or damages you suffer if:

- Any event outside of our reasonable control occurs. This includes any delay or inability to act on any instructions or communications due to the breakdown or failure of the transmission or communications equipment or devices however caused or due to the interruption or delay or error in data transmission or communications.
- You've been negligent or fail to comply with these terms. For example, if you don't take precautions to ensure payments are made to the right recipients, such as checking the nickname displayed.

You'll pay any fees, service charges and expenses relating to your use of HSBC PayNow as we may specify from time to time.

You'll comply with our policies, guidelines and procedures relating to HSBC PayNow issued from time to time.






How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe


Other important things

Your role in keeping Online and Mobile Banking safe

Your duty to take reasonable care

 You must take all reasonable precautions to keep your mobile device and security information safe and prevent fraudulent use.

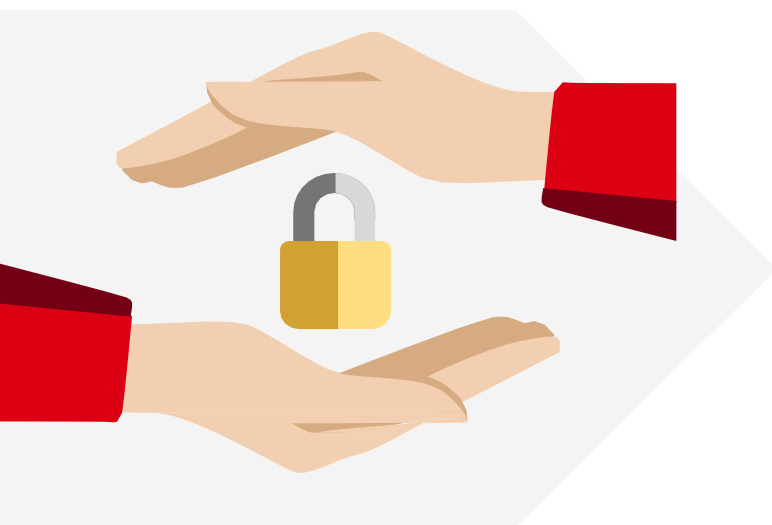
You'll be given a unique identifier which is your Username or Internet Banking ID, Password or a Security Token. A higher level of security is required for some services. We'll let you know if this higher level applies to you. You'll need to apply for a replacement Security Token if you lose it or it breaks.

-  You'll follow any guidance and security measures we recommend. These include:
- following any authentication instructions from us, including the guidance on using your Username or Internet Banking ID, Password or a Security Token;
 - not letting anyone else use your security details including your Username or Internet Banking ID, Password or a Security Token;
 - never writing down or otherwise recording your security details in a way that can be understood by someone else;
 - not choosing security details that may be easy to guess;
 - taking care to ensure that no one hears or sees your security details when you use them;
 - not disclosing your security details to anyone;
 - changing your security details immediately and telling us as soon as possible if you know, or even suspect, that someone else knows your security details, or if we ask you to;
 - keeping your security details and mobile device safe;
 - complying with all reasonable instructions we issue regarding keeping your security details safe;
 - not leaving your mobile device unattended or letting anyone else use your mobile device;
 - logging out of Online or Mobile Banking once you've finished using them;




- not leaving Online or Mobile Banking running in the background whilst logged in (for example, whilst multi-tasking, or running other apps);
- undertaking reasonable and adequate precautions to scan for computer viruses or other destructive properties;
- checking the information you provide when you're using the Online or Mobile Banking carefully to make sure it's correct;
- only downloading our Mobile Banking app and its updates from official supplying app store and not from any unofficial sources; and
- checking your records of transactions and statements and tell us straight away if there are any unauthorised transactions or discrepancies.

⊗ You must not use the Online or Mobile Banking on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. Using Online or Mobile Banking on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of the Mobile Banking app on a jail broken or rooted device is entirely at your own risk and we won't be liable for any losses or any other consequences suffered or incurred by you as a result.





After initial registration we'll never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive a request from someone (even if they're using our name and logo and appear to be genuine) then it's likely to be fraudulent. You must not supply your security details. You should report any such requests to us immediately.

 You must:

- tell us straight away if:
 - you change your mobile number;
 - your phone is lost or stolen;
 - your security details become known to someone else or you suspect they are known; or
 - someone has unauthorised possession, control or use of your Security Token.
- tell us as soon as possible if you become aware that your services or account are being used for, or in connection, with illegal purpose or activity.
- ensure information kept on your mobile device remains secure;
- delete the Mobile Banking app from your device if you dispose of it; and
- follow any other reasonable instructions we give you.

You must give us information that we reasonably request so we can provide you with the services. If you don't, we may not be able to provide all the services to you. You need to ensure any information you give us is correct and up to date.

You can change your password for Online or Mobile Banking at any time using a Password Activation Request. This includes phrases, codes, numbers, or other forms of identification. When making a Password Activation Request, you'll need to give us your Username and complete your set of security questions to authenticate your request. This is part of our usual procedures.

Your new password will only be effective if it has been accepted by us.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

Co-operation with investigations

You'll help us and the police in trying to recover any losses when we ask you to.

This includes by:

- facilitating our claims investigation or resolution process for any unauthorised transaction;
- making a police report;
- providing any relevant information.

We may disclose information about you to the police or other relevant third parties if we think it'll help prevent or recover losses.

What happens if you don't do these things



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

We'll always verify the identity of the person giving us instructions. If you let someone use your device or your security details, we'll assume they're you and act on their instructions as if it were you. This includes allowing someone to register their biometric data on your device.

Please be aware that you may be responsible for unauthorised transactions in some circumstances. This includes if you acted fraudulently or you were grossly negligent. You can read more about when you're responsible for unauthorised transactions in our HSBC Account User Agreement, which you can find on our website.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

Other important things

How we'll contact you

We may need to contact you from time to time. We'll contact you in any of the following ways:

SMS	We consider you've received the SMS straight after we sent it. We'll send it to the last mobile number you gave us in writing.
Email	We consider that you've received the email straight away. We'll use the last email address you gave us in writing.
Phone	We'll consider you've received our message when we tell you on a call or we leave a voicemail. We'll call you on the last mobile number you gave us in writing.
Secure message	We'll consider you have received our message straight away.
Personal delivery	We'll consider mail has been delivered at the time of personal delivery or leaving it at the address you last gave us in writing.
Prepaid post	We'll consider it received within 3 working days after sending it to the address you last gave us in writing.
Court documents	For documents relating to court proceedings (including a bankruptcy action), we'll assume you received such documents from us: <ul style="list-style-type: none">• Immediately if we leave them at your address last known to us; or• Within 3 working days if sent by prepaid registered post to your address last known to us.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

We may also publish some information on our website (www.hsbc.com.sg) or any digital platform. It's a good idea to check it frequently.

You'll need to give us accurate contact details otherwise we can't send you information such as transaction notification alerts.

You represent and warrant any information you give us is accurate (to the best of your knowledge).

Let us know as soon as possible if your information has changed. Going forward, you must inform us of any information changes especially relating to your change of address, signature (or your authorised signatories' signature), the authorised manner of signing or the signature requirements. We'll need a reasonable period of time (at least 7 Business Days) to process your change.

We can still process instructions based on your existing information or mandate.

We can use your existing contact details until we update your details in our systems. We're not responsible for any loss or damage if a third party receives your communication.

Changes

We might change our services, how we accept instructions, operating hours or daily cut-off times without telling you first.

Sometimes we need to update our terms. We can only make changes when it's reasonable to do so.

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;




How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

- 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.

We'll try to give you reasonable notice of any changes to our terms.

 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 don't accept a change we've made, you can contact us and we may be able to offer you branch or phone banking as an alternative.

Our agreement

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. If these terms and the separate terms say different things, then we will apply the separate terms.





How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

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're responsible for verifying any information you use, and seeking independent professional advice on the financial, legal and tax implications of your decisions.

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.

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

When we talk about 'we' 'us' or 'our' we mean HSBC Bank (Singapore) Limited.

For the Mobile Banking app, the app stores have asked us to remind you that we, not app stores, are responsible for the 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.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

Intellectual property and hyperlinks

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

You must only use Online or Mobile Banking for making transactions, managing your account or using our services.

There might be hyperlinks to third party websites in our Online and Mobile Banking. We're 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.

No links

You can't use our Online or Mobile Banking on any other website without our written consent. This includes linking another website to Online or Mobile Banking.

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.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe


Other important things


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 by calling us or visiting a branch,
 - 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;
 - reasonably believe it's necessary to keep your account safe. This includes if you've downloaded or installed any malware or other software that could compromise the security of your device or account;
 - 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.

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'll 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 Mobile Banking app from your device if our relationship ends.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

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 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:

- acting on, or failing to act on, instructions which are incomplete, inaccurate or that we do not understand;
- 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;
- recovery or attempts to recover any amounts you owe us;
- enforcement of these terms;
- you installing any malware on your device;
- your reliance on any third party information feeds (this includes stock quotes and foreign exchange rates) materials, products or services.
- any breach or failure to-observe any of these Terms by you or any other unauthorised person using your security details including your Username, Internet Banking ID, Password, Password Reset Questions and Security Token.





How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

We'll only be responsible for direct 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). This includes our employees, agents, information providers or the HSBC Group involved in the provision of Online or Mobile Banking;
- by faults in our systems unless they are obvious or we've given notice about them. This includes systems we use to provide Online and Mobile Banking;
- by unauthorised transactions occurring before you've established a Username, Internet Banking ID and Password;
- by unauthorised transactions conducted via Online or Mobile Banking as a result of a computer crime which should have been prevented by our risk control and management measures; or
- because 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.

You won't be responsible if it's reasonably clear that you couldn't have contributed to the loss.

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.

Confidential Information

Information we provide via Online and Mobile Banking is confidential to us, the HSBC Group and any of our relevant third party information providers. You don't own or have rights over this confidential information or Online and Mobile Banking which means you must not:

- Share it with others unless you legally must;
- Download, copy or sell it;
- Remove or change our branding such as our trademark or copyright notice;
- Combine or include it with other content; or
- Represent or infer you own it in any way.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

Other important things

You don't own and have no right, title or interest to our confidential information, or any related copyright, patent, trademark, service mark, proprietary property, trade secret or exclusive work.

All ownership of Online and Mobile Banking remains with us.

Records

Our internal records will take priority over any other records or information about your account.

We can rectify any error which occurs in our systems or information or take any action as appropriate on a case-by-case basis.

Severability

If part of our terms or all of it becomes invalid, illegal or unenforceable under the law of any jurisdiction, that won't affect or impair the validity, legality and enforceability of such provision in any other jurisdiction or the remaining provisions of this agreement or any part it.

Survival on termination

To the extent permissible by applicable law, the content of these terms will continue to apply after it has been terminated or your deposit account has been closed.

No waiver

If you breach these terms, we may not take steps to enforce our rights straight away. We can decide when to take these steps. Any delay is not a waiver of our rights.

We'll only waive our rights in writing.



How your Online and Mobile Banking works

Your role in keeping Online and Mobile Banking safe

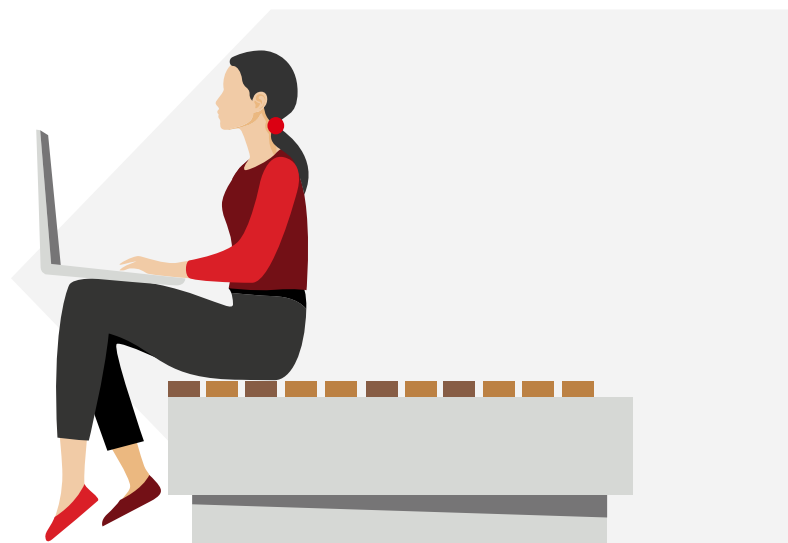
Other important things

All rights cumulative

The rights and remedies in these terms are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). This means we can choose more than one right or remedy to enforce. We can also choose a number of rights or remedies over time.

Governing Law and Jurisdiction

We hope that we're always able to resolve issues between us. If we can't and we end up going to court, this agreement is governed by the laws of Singapore. You submit to the non-exclusive jurisdiction of the courts of Singapore.



Glossary

In these terms, references to:

account

means the bank accounts with us that are associated with the Username/Internet Banking ID, Password and Security Token issued to you for the services.

Authorities

means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, or any domestic or foreign tax, revenue, fiscal or monetary authority or agency, securities or futures exchange, self-regulatory organisation, trade repositories, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of HSBC Group.

contract

means the contract entered into between us and you when you accept these terms.

Corporate

means a business, company, society or other organisation or entity which has been issued with a Unique Entity Number that has registered to make and receive payments through the PayNow Service.

HSBC Group

means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and "any member of the HSBC Group" has the same meaning.

HSBC PayNow

refers to the content, services and/or functions made available by us or on our behalf through our Online Banking and/or Mobile Banking services and through which the PayNow Service may be accessed and used.

including

means including, without limitation to the generality of the surrounding words.

Information Provider

means a third party from whom we source information that we may provide to you as part of the services.

Instructions

is any request or instruction to us, which is issued through the use of one or more of the Username/ Internet Banking ID, Password, Password Reset Questions, Security Code and any other identifiers prescribed by us from time to time.

Mobile Banking

means the mobile banking service and all content, services and/or functions made available therein provided by us to you through the application branded as HSBC Mobile Banking or such other application(s) as may be designated by us from time to time for use on mobile devices, through which you can access some of our Online Banking services. The Mobile Banking app can only be downloaded to a mobile device which runs on operating systems as may be prescribed by us from time to time.

Mobile Banking app

means the HSBC Mobile Banking application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Online Banking services.

OFR

also known as "Password Activation Request" is a process whereby you reset your Password offline. In this process, you are required to write in to us for approval to reset your Password.

OLR

also known as "Online Password Reset" is a process whereby you reset your Password online.

Online Banking

means the online banking service and all content, services and/or functions made available therein provided by us to you through www.hsbc.com.sg or such website, channel or other electronic means as we may prescribe from time to time, which may allow you to electronically access your account(s) and any information related thereto and give instructions in respect of certain products or services provided by us to you.

Password

includes all confidential passwords, phrases, codes, numbers, or other forms of identification issued to you or designated by you and, which may be used by you to access Online Banking and Mobile Banking.

Password Reset Questions

refers to a set of security questions you have selected and the corresponding security answers you have provided to us during your Online Password Reset.

PayNow Service

means the service provided by a third party operator that is known as "PayNow" which is accessed and used by participating banks and non-financial institutions through a system owned by a third party and operated and maintained by such third party operator.

Personal Data

means any data relating to an individual, whether true or not, from which the individual can be identified, whether with other data or other information the Bank is likely to have access to or otherwise, including, without limitation, sensitive personal data.

QR code

means a quick response code which may be used by you or your payors to make or receive payments in connection with a PayNow Service transaction.

QR Code Services

means the QR code and the associated payment and funds transfer services provided by us to customers from time to time.

services

refers to the services provided by us to you through any one or more of the following:

- (a) Online Banking; or
- (b) Mobile Banking,

from time to time and by which you may access information and give us Instructions in respect of certain of your accounts with us, as well as the applications, content, services and/or functions made available thereunder by or on behalf of us from time to time.

Security Code

means a one-time password generated by the Security Token.

Security Token

means the physical electronic device or digital security token designated by us for use by you to generate Security Codes (one-time passwords) to access and transact Online Banking and Mobile Banking services.

terms

means these Terms and Conditions and any supplementary Terms and Conditions which we notify you of under clause "Changes", as may be amended from time to time.

Username/Internet Banking ID

is the unique identifier, by whatever name called, which is selected by you in connection with the services.

Unique Entity Number

means the identification number issued by the Singapore government agencies to businesses, companies, societies and other organisations and entities.

Virtual Payment Address

is a unique identifier registered with a participating non-financial institution that may be used to make and receive payments through the PayNow Service.

"you", "your" and "yours"

means you, our customer or the person who has downloaded or used the Mobile Banking app. Where more than one person is authorised to operate an account, every reference in these terms to "you" is deemed to include each and all of the account holders and each and all of the persons authorised to operate the account, and all of you are jointly and severally liable under these terms.

"we", "us", "our" and "the Bank"

means HSBC Bank (Singapore) Limited and its successors and assigns.