

Terms and Conditions for HSBC HK App Online Transaction Authentication Service

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU AUTHENTICATE ONLINE TRANSACTION IN HSBC HK APP

These terms and conditions record our promises to each other. They form a legally binding agreement between you and us about our authentication service for online transactions. We'll call them "these Terms".

When we talk about "we", "our" or "us" in these Terms, we mean The Hongkong and Shanghai Banking Corporation Limited.

When we talk about "you" or "your" in these Terms, we mean you, our customer, or the person we issue a Card to.

We define in clause 6 capitalised phrases we use in these Terms.

1. The Service

1.1 Some retailers or service providers need you to verify your identity when you use your Card for online transactions. We call them "Designated Merchants". To help you do this, we provide a service (which we call "the Service") where we authenticate your online transactions using the HSBC HK App.

1.2 This is how the Service works:

- we'll initiate the Service automatically if you use your Card for an online transaction which meets the requirements we set around transaction amount and currency;

- we'll send you an online transaction authentication request through the HSBC HK App if you're an eligible HSBC HK App user, and
- we'll then confirm your identity to the Designated Merchants.

If

- the Service isn't available due to system maintenance,
 - you have not signed in the HSBC HK App for a period of time,
 - your HSBC Online/Mobile Banking account is locked, or
 - you have not verified your identity after activating your Mobile Security Key,
- we may send Verification Codes to the latest mobile phone number we have on record instead.

1.3 To use the Service, you must have:

- access to the HSBC HK App and ensure it is active;
- activated the Mobile Security Key;
- verified your identity; and
- at least one mobile phone number on our record.

Otherwise, you may not be able to use the Service or your Card for online transactions.

1.4 We rely on the information you give us (including your mobile phone number) to provide the Service. You need to make sure the information we have on record for you is correct. Let us know when your information changes. Otherwise, you may not be able to use the Service or your Card for online transactions. You can update your information at any time by contacting us in the ways listed on our website.

2. Information about the Service

2.1 We take it that you've accepted these Terms once you approve an online transaction using HSBC HK App.

There are other terms which apply to the Cards you use for the Service. We call each of them, a "Cardholder Agreement". The Cardholder Agreements continue to apply unless we agree otherwise.

If the Cardholder Agreements say different things about the Service, we'll follow whatever these Terms say, not the Cardholder Agreements.

2.2 We provide the Service on an "as is" and "as available" basis.

2.3 We might need to change the Service without telling you first. We can't predict all of the reasons we may need to make a change. Some examples of changes include:

- the Designated Merchants supported by the Service;
- the amount and currency which triggers an authentication for an online transaction; and
- the Card type supported by the Service.

2.4 We can suspend or end your use of the Service if:

- we have evidence of, or suspect there's, a breach of security, or
- we reasonably believe you gave us false, wrong, old or incomplete information, or
- we reasonably believe such action is required.

2.5 Sometimes we might need to suspend or end your use of the Service immediately without telling you first. Also, we may not be able to tell you the reason why.

2.6 We won't be responsible for any losses caused by us suspending or ending your use of the Service.

3. Your responsibility

3.1 You must act in good faith and exercise reasonable care when using the Service.

We recommend following these security measures in addition to those in the Cardholder Agreements:

- (a) Keep your Card details and Mobile Security Key password safe. Don't share them with anyone else.
- (b) Make sure only your biometric data is registered on your mobile phone or device. Don't let anyone else register their biometric data onto your mobile phone or device. Biometric data means things like fingerprints, facial or voice recognition or a retinal image.
- (c) Take reasonable precautions to prevent anyone else from misusing your HSBC HK App. Keep your mobile phone and device safe and secure. Don't let anyone else use your device.
- (d) Tell us straight away if:
 - you've lost the mobile phone or device that receives online transaction authentication requests; or
 - you know or suspect your Card details, Mobile Security Key password, device or HSBC HK App might not be safe or has been used by someone else.

You can contact us in the ways listed on our website, including calling our Customer Service Hotline.

You should also tell your mobile/internet service provider if you've lost your mobile phone or device that receives online transaction authentication requests.

3.2 You're responsible for all online transactions made with your Card.

The terms in the Cardholder Agreements apply to such transactions, especially those about your responsibility for unauthorised transactions if you acted fraudulently or with gross negligence.

An example of gross negligence is where you didn't keep your Card, HSBC Mobile Banking username and password, Mobile Security Key password or Verification Code safe.

4. Changes to these Terms

Sometimes we need to change these Terms. We'll try to give you advance notice before a change. We send notices of change in a variety of ways, including through the HK HSBC App. If you continue to use this Service after a change to these Terms, you'll have accepted the change.

5. Other important things

5.1 No one else will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any part of these Terms.

5.2 Each of these Terms is severable from the others. This means that if any part of these Terms becomes illegal, invalid or unenforceable, it won't affect the legality, validity or enforceability of the rest of the Terms in any way.

5.3 If there's any inconsistency between the English and the Chinese versions of these Terms, we'll go with whatever the English version says. The Chinese versions of these Terms are for reference only.

5.4 Please talk to us if you're unhappy about something. We hope we're always able to resolve any 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 these Terms.

Any disputes that go to court will go to the courts of Hong Kong S.A.R. However, if you or your assets are located in another country or region, the courts of that country or region may hear the dispute.

6. Definitions

Card means any credit or debit card we issue. This includes primary cards, additional credit cards and supplementary debit cards.

Mobile Security Key means a digital security device that's in your HSBC HK App. It provides an extra layer of protection for your accounts and transactions. It can generate unique one-time security codes for you to log on to mobile and online banking.

Verification Code means a one-time password, or any other authentication information or tool we provide.

7. Our liability

7.1 We don't give any warranty, whether express or implied about the Service including any warranty of merchantability, fitness for a particular purpose, title or non-infringement of right.

7.2 We're not responsible for the Designated Merchants and won't get involved in issues you have with them. Some examples include:

- your Card being refused; and
- the quality of their goods or services.

7.3 We'll only be responsible for losses you suffer in connection with the Service if we, or someone acting for us:

- were negligent (this basically means we didn't take proper care when we should have); or
- intentionally didn't do something we've agreed to do in these Terms.

7.4 We're not responsible for any losses you suffer in connection with the Service if:

- you didn't comply with these Terms or you've been negligent;
- we can't provide the Service in time or at all because your mobile/internet network fails or experiences heavy traffic; or
- events beyond our reasonable control happen.