

## Electronic GIRO User Terms and Conditions

### 1. Introduction

- 1.1 In these terms and conditions (“**Applicant User Agreement**”), the terms “we” “us” or “our” refer to HSBC Bank (Singapore) Limited, and the terms “you” or “your” refer to the customer in whose name(s) one or more account is opened and maintained with us as may be accessed through the e-Banking Services and Platforms (defined below), and the term “Parties” refers to you and us.
- 1.2 The eGIRO Scheme (defined below) enables you to perform and complete the following activities:
- 1.2.1 creating direct debit authorisations electronically via a Participating BO Landing Page (defined below) for the relevant Participating BO (defined below) to initiate direct debit collections via GIRO or FAST (defined below) directly from your designated bank account opened and maintained with us (“**eGIRO Creation Request**”); and
- 1.2.2 where enabled by the relevant Participating BO, cancelling any eGIRO Creation Request with respect to such Participating BO electronically via a Participating BO Landing Page (“**eGIRO Cancellation Request**”). Where such cancellation functionality is not enabled by the relevant Participating BO via a Participating BO Landing Page, you acknowledge that the cancellation of any eGIRO Creation Request with respect to such Participating BO will need to be submitted to us using the means permitted by us and in the form and manner prescribed by us.

### 2. Definitions

- 2.1 “**ABS**” means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore and having its registered address at #12-08, MAS Building, 10 Shenton Way, Singapore 079117.
- 2.2 “**Applicant User Agreement**” is defined in Clause 1.1.
- 2.3 “**Authorised Users**” means, in the case where you are a corporate banking customer, any of your officers, directors, servants, agents, personnel or employees that have been issued any Security Credentials.
- 2.4 “**e-Banking Services and Platforms**” 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](http://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.
- 2.5 “**eGIRO Cancellation Request**” is defined in Clause 1.2.2.
- 2.6 “**eGIRO Creation Request**” is defined in Clause 1.2.1.
- 2.7 “**eGIRO Scheme**” means the electronic direct debit authorisation scheme designated or known as “eGIRO” (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme.
- 2.8 “**Electronic Instructions**” means any instructions, directions, communications or requests sent electronically through the e-Banking Services and Platforms by you or any person purporting to be you or by any person acting on your behalf or purporting to be acting on your behalf, including eGIRO Creation Request(s) and eGIRO Cancellation Request(s).
- 2.9 “**FAST**” means “Fast and Secure Transfers”, a payment rail managed by the Singapore Clearing House Association.

- 2.10** “**GIRO**” means “General Interbank Recurring Order”, a payment rail managed by the Singapore Clearing House Association.
- 2.11** “**Operator**” means a third party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme.
- 2.12** “**Participating Bank**” means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at: <https://abs.org.sg/consumer-banking/eGIRO>.
- 2.13** “**Participating BO**” means an entity which is for the time being entitled to participate in the eGIRO Scheme as a billing organisation.
- 2.14** “**Participating BO Landing Page**” means, in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme.
- 2.15** “**Purpose**” means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any order of any court or government or regulatory authority in any jurisdiction.
- 2.16** “**Security Credentials**” means the username, password, and any other unique login identification credentials issued or prescribed by us to allow you (and where applicable, the Authorised Users) to access and/or use the e-Banking Services and Platforms in connection with this Applicant User Agreement.

### **3. Use of the eGIRO Scheme**

#### **3.1 General**

- 3.1.1** You represent, warrant and undertake that all information provided in connection with an eGIRO Creation Request / a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) are complete, true and accurate in all respects and that we shall not be under any obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information.
- 3.1.2** For the purpose of authorising the eGIRO Creation Request or submitting an eGIRO Cancellation Request, you will be redirected from the Participating BO Landing Page to the e-Banking Services and Platforms and accordingly these terms and conditions are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use of the e-Banking Services and Platforms.
- 3.1.3** Upon authorising the eGIRO Creation Request on the e-Banking Services and Platforms / submitting a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through other permitted means) you agree that such direct debit authorisation / cancellation of such direct debit authorisation will take effect only after such request has been successfully processed and you shall ensure that: (i) in the case of an eGIRO Creation Request, you continue making the relevant payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; or (ii) in the case of a cancellation request in respect of an eGIRO Creation Request, you continue ensuring that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s).
- 3.1.4** Notwithstanding the submission of the eGIRO Creation Request(s) and without prejudice to any other terms and conditions herein, you agree that you remain solely responsible for the full and

timely payment of any amounts payable to the relevant Participating BO(s), and neither we nor ABS shall be liable for any failure thereof or any delay thereto.

**3.2 eGIRO Creation Request:** By submitting an eGIRO Creation Request:

**3.2.1** you agree that the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from the designated bank account opened and maintained with us, and you hereby instruct us to process and act upon such Participating BO's request to debit such designated bank account, such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by us from time to time), each without further reference to you and without any further consent or confirmation from you or any further notice to you. We shall also be entitled to treat such instructions, and such designations, as being irrevocable and unconditional, conclusive and binding on you, and you agree that we shall further be entitled to ignore any conflicting instructions. Notwithstanding the foregoing, you acknowledge that: (i) we are not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner required by us; and (ii) we do not have control over the date on, or the amount for, which the relevant Participating BO initiates direct debit collections via GIRO or FAST and we are under no obligation to verify any payment due date or payment amount;

**3.2.2** you agree that the authorisation shall remain effective and in force until the earliest of the following:

- (i) the expiry date as may be specified in the eGIRO Creation Request;
- (ii) the effective date of the relevant cancellation request submitted to us in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means), following our receipt and successful processing thereof; or
- (iii) such date as we may notify you from time to time; and

**3.2.3** you undertake to ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s), and we are entitled to reject any Participating BO's debit request(s) if the relevant designated bank account does not have sufficient funds and charge you a fee for such unsuccessful debiting. We may also at our discretion allow the debit even if this results in an overdraft on the account and impose charges accordingly.

**3.3 Cancellation request:** Notwithstanding the submission of a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) and Clause 3.1.3:

**3.3.1** you acknowledge that we may have received, processed and/or acted upon the relevant Participating BO's debit request submitted on or before the effective date of such cancellation request, and we shall not be obliged to reverse or cancel any such debiting; and

**3.3.2** you shall ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s) referred to in Clause 3.3.1, and we are entitled to charge you a fee for any unsuccessful debiting and/or impose charges on you if we at our discretion allow the debit even if this results in an overdraft on the account.

#### **4. Collection, use, disclosure and processing of information**

**4.1 Information submitted by you:** You hereby give your consent to us (whether by ourselves or through our service providers) to collect, use, disclose and/or process personal data such as your name, NRIC, passport number or other identification number on file with us and any other information in our records that relate to you or that you have provided in connection with the eGIRO Creation Requests, cancellation requests in respect of eGIRO Creation Requests (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) or otherwise submitted to us in connection with the use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme, including to disclose to:

**4.1.1** any person purporting to be you (and/or where applicable, the Authorised Users) upon our verification of his/her identity to our satisfaction in accordance with our prevailing procedure, for the Purpose;

**4.1.2** ABS and the Operator for the Purpose; and

**4.1.3** the relevant Participating BOs and the relevant Participating Banks which is the billing organisation bank for the relevant Participating BOs for the Purpose.

#### **5. Compliance with guidelines and law**

**5.1** You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the e-Banking Services and Platforms and/or eGIRO Scheme (including any amendments to the aforementioned published from time to time), as well as any applicable laws or regulations. You hereby represent, undertake and warrant that you shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations.

#### **6. Use of Security Credentials**

**6.1** You acknowledge and agree that participation in the eGIRO Scheme requires you to access and use the e-Banking Services and Platforms and that such e-Banking Services and Platforms may only be accessed and/or used with the relevant Security Credentials under the terms of access/services of ours for such services and platforms. You further acknowledge that we may at any time in our sole and absolute discretion forthwith change or invalidate any Security Credentials.

**6.2** You agree that you (and where applicable, Authorised Users) shall at all times keep the Security Credentials confidential. You are to notify us immediately if you have knowledge or have reason to suspect that the confidentiality of such Security Credentials has been compromised or if there has been any unauthorised use of such Security Credentials.

#### **7. Actual or Purported Use or Access, Instructions or Communications**

**7.1** You agree and acknowledge that any: (i) use of or access to, or purported use of or access to, the e-Banking Services and Platforms; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to the Security Credentials shall, as the case may be, be deemed to be: (a) use of or access to the e-Banking Services and Platforms by you; and/or (b) information, data, instructions or communications transmitted and validly issued by you. Without prejudice to Clause 3.2.1, you agree that we shall be entitled to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you, and we shall be under no obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information, data, instructions or communications.

**7.2** Without prejudice to Clause 3.2.1, you acknowledge that all Electronic Instructions (whether authorised by you or not) are irrevocable and unconditional, conclusive and binding on you, upon transmission

through the e-Banking Services and Platforms unless we in our sole and absolute discretion determine otherwise, and we shall be entitled to effect, perform and/or process such Electronic Instructions without further reference to you and without any further consent or confirmation from you or any further notice to you. You agree that we shall further be entitled to ignore any conflicting instructions.

## **8. Evidence/Records**

**8.1** You acknowledge and agree that the records of or maintained by us of: (i) the Electronic Instructions (whether authorised by you or not); (ii) the authorisations or operations made or performed, processed or effected through the e-Banking Services and Platforms by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent; and (iii) any communications, authorisations, instructions or operations relating to the operation of the e-Banking Services and Platforms and/or eGIRO Scheme, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

## **9. General**

**9.1** You acknowledge that:

**9.1.1** this Applicant User Agreement is solely between you and us (and no other party). Accordingly, you shall have no right or claim against ABS in respect of this Applicant User Agreement;

**9.1.2** we and ABS are not involved in, and are not responsible for, any instructions, transactions or communications made between you and any Participating BO involving the access to and/or use of the e-Banking Services and Platforms, eGIRO Scheme, FAST and/or GIRO. Under no circumstances shall it be construed that we or ABS endorse or sponsor or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating BO or any relevant third party which shall be your responsibility or that of such Participating BO or relevant third party, and you acknowledge that such products / services are procured / used at your own risk and we shall not be liable where there is any dispute or claim relating to such products / services (including Participating BO's fulfilment thereof);

**9.1.3** we and ABS neither endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Participating BO Landing Pages should only be accessed at your own risk. You acknowledge and agree that you shall be solely responsible for any access to or use of the Participating BO Landing Pages, including complying with the relevant terms and conditions for the access to or use of such Participating BO Landing Pages, and you acknowledge that such Participating BO Landing Pages are accessed / used at your own risk; and

**9.1.4** the e-Banking Services and Platforms and eGIRO Scheme are provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of the e-Banking Services and Platforms, eGIRO Scheme, FAST and/or GIRO may rely on technologies outside our or ABS' control.

## **9.2 Suspension / variation / termination of e-Banking Services and Platforms and eGIRO Scheme**

**9.2.1** You acknowledge and agree that ABS may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents you from using or accessing the eGIRO Scheme and/or any part or feature thereof.

**9.2.2** You acknowledge and agree that we may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole

or in part, the e-Banking Services and Platforms (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the e-Banking Services and Platforms prevents you from using or accessing the e-Banking Services and Platforms and/or eGIRO Scheme and/or any part or feature thereof.

- 9.3 eGIRO mark and name:** The mark and name “eGIRO” is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, e-Banking Services and Platforms and/or this Applicant User Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) the “eGIRO” mark and name, without the written permission of ABS. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with “eGIRO”, without ABS’ prior written consent.
- 9.4 Third party rights:** The provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) shall apply in respect of ABS which the Parties agree, has been conferred rights and benefits under the applicable terms and conditions of this Applicant User Agreement.
- 9.5 Governing law and jurisdiction:** This Applicant User Agreement is subject to the laws of the Republic of Singapore. By accessing and/or using the e-Banking Services and Platforms and/or eGIRO Scheme, you submit to the exclusive jurisdiction of the Courts of Singapore.