

## **IMPORTANT**

Please note carefully your security duties set out in Clauses 3 and 10 below. If you breach any of your security duties you may be liable for the transactions even if you did not authorise them.

### **Terms and Conditions for HSBC Personal Internet Banking**

These Terms and Conditions ("Terms") explain your responsibilities and obligations relating to services and information that you use or request from us, or we provide you, through HSBC Personal Internet Banking.

#### **1. ABOUT THIS CONTRACT**

In these Terms references to:

**"account"** means the bank accounts with us that are associated with the Username/Internet Banking ID, Password and Security Device 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 the Terms in accordance with Clause 2a below.

**"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 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 HSBC Personal Internet Banking services. The HSBC Mobile Banking application can only be downloaded to a mobile device which runs on operating systems as may be prescribed by us from time to time.

**"HSBC PayNow"** refers to the content, services and/or functions made available by or on behalf of HSBC through the HSBC Personal Internet Banking and/or HSBC Mobile Banking services and through which the PayNow Service may be accessed and used.

**"HSBC Personal Internet 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](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.

**"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.

**"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.

**"our"**, **"ours"**, **"us"**, **"we"** and **"the Bank"** refer to HSBC Bank (Singapore) Limited.

**"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 HSBC Personal Internet Banking and HSBC 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 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.

**"services"** refers to the services provided by us to you through any one or more of the following: (a) HSBC Personal Internet Banking; or (b) HSBC 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 Device.

**"Security Device"** means the security devices designated by us for use by you to generate Security Codes (one-time passwords) to access and transact HSBC Personal Internet Banking and HSBC Mobile Banking services.

**"Terms"** means these Terms and Conditions and any supplementary Terms and Conditions which we notify you of under Clause 13d below, 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.

**"you", "your" and "yours"** refer to you, our customer. 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.

## **2. APPLICABLE TERMS**

a. The Terms may be accepted electronically by following the instructions set out on the relevant screen page. In addition you agree that any use of the services shall constitute your acceptance of the Terms.

b. When you use the services, you must comply with these Terms and other applicable terms, including the terms relating to your account, the website or application from which you access the services and services that we source from other people. You must pay all applicable fees, including our standard transaction fees.

c. If these Terms contradict other applicable terms, unless otherwise specified herein, these Terms will (in relation to your use of the services) override those other terms to the extent that there is a conflict, provided that in the event of any conflict or contradiction with the *Terms and Conditions for Registration of HSBC PayNow*, the *Terms and Conditions for Registration of HSBC PayNow* will prevail over these Terms to the extent there is a conflict.

## **3. YOUR SECURITY DUTIES**

a. You agree to comply with the Terms and follow the guidance and any security procedures mentioned in them and provided by us.

b. To use the services, you will need a unique identifier which is your Username/Internet Banking ID, Password and/or a Security Device. A higher level of security is required for some services which we will tell you about through one of our designated channels.

c. It is your responsibility to apply to us for a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.

- d. You agree to follow the guidance provided by us in designating the Username/Internet Banking ID, the Password, Password Reset Questions, Security Code and any other authentication instructions from us to identify you.
- e. For OFR, you may change the Password at any time but any change shall be effective only if accepted by us.
- f. To reset your Password online (OLR), you need to provide us with your username, complete the Password Reset Questions, and provide authentication in accordance with the Banks's usual procedures.
- g. We use your Username/Internet Banking ID, Password, Password Reset Questions and/or Security Code to identify you. Clause 10 sets out your liabilities for everything that is done with your Username/Internet Banking ID, Password, Password Reset Questions and Security Code.
- h. You must keep your Password secret and secure at all times and exercise reasonable care and diligence to prevent unauthorised use of your Username/Internet Banking ID, Password, Password Reset Questions, Security Device and Security Code. At no time and under no circumstances shall you permit the Security Device to come into the possession or control of any other person(s).
- i. Once you have logged on to any service, you must not leave the terminal or other device from which you have accessed the service at any time or let anyone else use it until you have logged off the service using the log off option. You will be responsible for ensuring that you have logged off the service at the end of any session.
- j. You must notify us immediately of any unauthorised access to the services or any unauthorised transaction or instruction that you know of or suspect or if you suspect someone else knows your Username/Internet Banking ID, Password, Password Reset Questions, Security Code or has unauthorised possession, control or use of your Security Device. You may do so in person or by calling the telephone number(s) listed on the website or the HSBC mobile banking application as we may from time to time prescribe. We may ask you to confirm in writing any details given. You must also change your Password immediately to a number or combination that you have not used before. Until the actual receipt of such notification, you shall remain responsible for any and all use of the services by unauthorised persons or for unauthorised purposes. We will need you to help the police and us in trying to recover any losses. We may disclose information about you or your account to the police or other relevant third parties if we think it will help prevent or recover losses. Where requested by us to facilitate our claims investigation or resolution process regarding any unauthorised transaction, you shall make and furnish a police report and/or provide such relevant information as may be requested by us.
- k. We may from time to time have to ask you for your Username/Internet Banking ID, but not your Password, in order to provide maintenance services to you. If you supply us with your Username/Internet Banking ID we will keep it secure. **NEVER REVEAL YOUR PASSWORD TO ANYONE**, not even an employee of the Bank.

l. You agree that you are responsible for the performance and protection of any browser or device used in connection with the services.

m. You agree to check carefully your records of transactions and statements of accounts and inform us immediately of any discrepancy.

#### 4. INSTRUCTIONS RELATING TO THE SERVICES

a. You request and authorise us to (a) rely and act upon all apparently valid Instructions properly authorised by you, even if they may conflict with any other mandate given at any time concerning your accounts and (b) debit your accounts with any amounts we have paid or incurred with any Instructions.

b. An Instruction will be considered as authenticated and accepted by us if it has been effected through the services using an appropriate Username/Internet Banking ID, Password, Password Reset Questions and/or Security Code, and any other additional verification imposed by us, if applicable. For the avoidance of doubt, we have no duty to take additional steps to authenticate or verify the identity or authority of the sender of Instructions, nor any obligation to verify the content, accuracy, completeness or sense of an Instruction.

c. When you send Instructions in connection with the services using your Username/Internet Banking ID, Password and Security Code, the Instructions cannot be changed or withdrawn without our consent. Instructions are binding on you as understood and acted on by us (or relevant members of the HSBC Group) in good faith.

d. We reserve the right to decline your Instructions or delay our response to any Instructions while we verify your identity or details of the Instructions. We may refuse to act on an Instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect a breach of security.

e. Where we know of or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of your accounts or the services generally, we may, at our absolute discretion and without any liability, refuse to act on or delay acting on the Instruction and in that event, we will, to the extent possible, inform you as soon as practicable.

f. We are not liable for any failure, delay or other shortcomings by any third party with whom you have accounts or otherwise when they are executing our instructions to them where the incident is beyond our control.

g. It may be necessary for us to suspend some or all of the services from time to time for routine maintenance where we consider it necessary to do so. In the event of such a suspension being necessary, we will in so far as is possible provide you with a reasonable period of notice prior to the suspension.

h. We may, at any time and at our sole discretion, suspend or cancel any service provided to you, in whole or in part, without notice when we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security or we need to suspend the service for unanticipated maintenance or other emergency or contingency reasons.

i. Interruptions can occur to computer systems. You acknowledge that Instructions sent via the internet may not reach us or may be delayed. We shall have no liability in relation to any Instructions sent to us that we do not receive or are delayed for any reason beyond our control.

## 5. YOUR INFORMATION

a. You must provide information that we reasonably request to enable us to provide the services. If you do not provide the information we request, we may not be able to provide all of the services to you. You must ensure that information you provide to us in relation to the service is true, complete and up-to-date.

b. You acknowledge and agree that we may collect, use and share your details and information for the purposes and to such persons as may be listed in Part A Clause 1 of the Terms and Conditions Governing Personal Deposit Accounts and/or Clause 29 of the HSBC Credit Card Cardholder's Agreement (as the case may be).

## 6. PROHIBITED USES OF THE SERVICES

a. You must not use the services for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the services are being used for, or in connection with, an illegal purpose or activity.

b. You must not (and must not attempt to) tamper or interfere in any way with any part of the services (including any internet site, mobile banking application, Security Device or any software relating to us or services). You must not (and must not attempt to) access anything relating to the services (including any internet site, mobile banking application or any software relating to us or the services that we do not intend you to access), including anything protected, except with your Username/Internet Banking ID, Password, Password Reset Questions and/or Security Code and for the purposes of making transactions, managing your account or otherwise making use of the services.

## 7. COPYRIGHTS, TRADEMARKS AND COPYING MATERIALS

a. Please note that "HSBC" and our Hexagon logo are registered trademarks.

b. We have a license for or own all copyrights for our internet web site(s) and mobile banking application through which you access the service and all trademarks and other materials used on it.

c. You acknowledge that information provided in connection with the services ("**Confidential Information**") is confidential to us, the HSBC Group and any relevant Information Provider. You must not in any way (and must not attempt to):

i. disclose (except to the extent you are required to do so by law), download (other than as reasonably required to use the services), copy or commercially exploit any Confidential Information;

ii. remove or alter any proprietary marking, including any trademark or copyright notice, in or on the Confidential Information; or

iii. incorporate or combine the Confidential Information with any other information or programme.

d. You acknowledge that you have no right (and will not acquire any), title or interest in or relating to the Confidential Information or any related copyright, patent, trademark, service mark, proprietary property, trade secret or exclusive work. You must not make any representation or do anything that could be taken to indicate that you have such a right, title or interest.

e. Note that nobody may use any part of our internet website(s) on any other web site, or link any other website to our internet website(s) without our prior written consent.

## 8. ACCURACY OF INFORMATION

a. Information provided to you as part of the services is for your reference only and is not binding on us, the HSBC Group or any relevant Information Providers, unless otherwise stated. You acknowledge that the information provided to you as part of the services may not be accurate or error free. Some of the information available through the services may be identified on the screens or other relevant notices or communications issued to you as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions. It is your sole responsibility to seek appropriate verification of any information you use, and to seek independent professional advice on the financial, legal and tax implications of your decisions.

b. If there is any inconsistency between our internal records, and information relating to your account or your use of the services that is provided as part of the services, our internal records will prevail in the absence of evidence to the contrary. c. In the event that any error occurs in our systems or in any information provided hereunder due to market disruption, anomaly or any

event outside of our control, we reserve the right to rectify such error or take any action as appropriate on a case-by-case basis.

## 9. EXCLUSION OF WARRANTIES AND LIMITATION OF OUR LIABILITY

a. Subject to Clause 10, and to the maximum extent permitted by applicable law:

i. we, the HSBC Group and the Information Providers give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the services, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and no-infringement; and

ii. in no event will we, the HSBC Group or any Information Providers be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages.

b. Due to the nature of the services, 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 services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

## 10. YOUR LIABILITY FOR UNAUTHORISED TRANSACTIONS

a. Subject to Part A Clause 17 of the Terms and Conditions Governing Personal Deposit Accounts, unless you have acted fraudulently or with gross negligence, you will not be responsible for any direct loss suffered by you as a result of unauthorised transactions arising from or in connection with your use of the services.

b. If you let any other person use any one or more of the following: i) your Username/Internet Banking ID, ii) your Password, iii) Password Reset Questions, iv) your Security Device and/or v) your Security Code; you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the services by or with the consent of that person.

c. If you have contributed to an unauthorised transaction, you may be liable for some or all of the loss resulting from that unauthorised transaction. Ways you can contribute to an unauthorised transaction include, but are not limited to, failing to take reasonable steps to observe any of your security duties referred to in these Terms and/or any unreasonable delay in notifying us of an actual or possible disclosure to any other person of your Username/Internet Banking ID or Password or Password Reset Questions or Security Code and/or unauthorised use, control or loss of your Security Device.



d. Subject to Part A Clause 17 of the Terms and Conditions Governing Personal Deposit Accounts, if you have reported as soon as reasonably practicable an actual or possible disclosure of your Username/Internet Banking ID or Password or Password Reset Questions or Security Code and/or unauthorised use, control or loss of your Security Device to us, you are not liable for loss occurring thereafter unless you have acted fraudulently or grossly negligently.

e. Without prejudice to any other provision of these Terms, you are not liable for loss caused by:

i. fraudulent or negligent conduct by our employees or agents, or parties (including the HSBC Group and any relevant Information Provider) involved in the provision of the services;

ii. faults that occur in our systems, including the systems used to provide the services, unless the faults are obvious or advised by a notice or message;

iii. unauthorised transactions occurring before you have established a Username/Internet Banking ID and Password;

iv. loss or misplacement of funds caused by unauthorised transactions conducted through the use of a service as a result of a computer crime which should have been prevented by the risks control and management measures adopted by us; and

v. any other transactions where it is reasonably clear that you could not have contributed to the loss.

## 11. SECURITY DEVICE

a. We will make all reasonable efforts to ensure that the Security Device provided to you will perform as necessary to permit access to the services as and when required. You must notify us immediately if any Security Device fails to function correctly and the only obligations that we have in respect of such Security Device is to replace the same with a new Security Device for a fee which we shall determine the rate at our discretion from time to time (not exceeding SGD20.00), except under the following conditions:

i. upon the defective Security Device being returned to us within 90 days of its date of issue; and

ii. if we are satisfied that there is no default or negligence on your part which results in or contributes to the Security Device's failure to function correctly.

Other than as specified in this Clause 11(a), we shall have no other liability in relation to the Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, we cannot be held liable for any loss or damages incurred or suffered by you arising from your failure to safe-keep and/or use the Security Device in accordance with our instructions and recommendations.

## 12. SECURE EMAIL

- a. If we make this facility available to you, you may send us and we may send you secure-messages over the service through the "Email" function.
- b. If you send us a message we will aim to respond to you within two working days by email or by telephone as confirmation of receipt of your message. 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 two working days. No request will be implemented until we have first sent you a message as confirmation. Please be aware that once you have sent a request we may not be able to reverse it before it is implemented.
- c. You must not send us messages:
  - i. in relation to matters for which there is a specific functionality on the services e.g. to notify us of a change to your address or to make a payment;
  - ii. which requires immediate attention (please telephone us instead);
  - iii. which are requests of a transactional nature e.g. share dealing or fund management instructions;
  - iv. reporting the loss or theft of cheques or credit cards (please telephone us instead); or
  - v. which are offensive, frivolous or otherwise inappropriate.
- d. If you do so we may at our absolute discretion remove the "Email" facility or terminate our Contract in accordance with clause 13(g) below.
- e. Under no circumstances should any message sent by us be construed as an offer to provide a product or service to you on particular terms or at all.

## 13. FEES, SUPPLEMENTARY TERMS, CHANGES TO AND TERMINATION OF THE CONTRACT AND SERVICES

- a. We reserve the right to charge fees in relation to the use and/or termination of the services and to revise such fees. We shall determine and give reasonable notice to you of the rate of any fee from time to time before they become effective which shall be binding on you if you continue to maintain or use the services on or after the effective date. Fees may be collected from you in such a manner and at such intervals as we may specify.
- b. You are liable for any telephone charges and any charges made by your Internet Service Provider as a result of the use by you of the services.

- c. You authorize us to debit any of your accounts with any charges for providing the services.
- d. When we introduce new services under the services we may provide them on supplementary terms, which will be notified to you from time to time in accordance with these Terms.
- e. The site(s), applications or screens with which you access the services 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 to you.
- f. We reserve the right to change, revise or modify these Terms, the services and fees at any time, and you agree to be bound by all changes we make. Where necessary, we will give you at least 30 days' notice of these changes. Notice of any changes to these Terms may be made by posting a notice on the service website, advertisement or such other means as we, acting reasonably, may determine. You can access the current version of these Terms from the service website.
- g. We may, without giving you notice or reason, suspend or terminate all or any of the services or their use by you. You can request termination of your use of the services at any time by giving us written notice. Your termination will be effective when we disable the services.
- h. Clauses 3, 5(a), 6, 9, 10, and any other provisions of these Terms that are intended to survive, will survive the suspension or termination of the services and will remain in full force and effect.
- i. We shall not be under any duty to ensure punctual payment of bills by you. Neither shall we be under any duty to monitor payment of bills or to notify any person of the late payment of any bill.
- j. We shall not be under any duty to keep records of all or any bill paid. You shall print out our acknowledgement page of bills paid if you wish to keep records.

#### 14. TERMS AND CONDITIONS GOVERNING BILL PAYMENT SERVICES

- a. We may provide bill payment services to enable you to pay bills issued by designated merchants (the "Merchants") to you and/or to third parties ("**Bill Customers**").
- b. Customer's Warranties, Undertakings and Indemnity
  - i. You warrant that you shall be responsible for punctual payment of your own bills and the bills of any Bill Customer and shall pay any interest, charges and fees imposed by the relevant Merchant in connection with any late payment.
  - ii. Where you instruct us to pay any bill by debiting your account, you shall ensure that there are sufficient funds or arranged credit available in the relevant account. We shall not be liable for any consequence arising from or in connection with any Instructions not carried out by us due to insufficiency of funds and/or credit facilities. We may, however at our sole discretion carry out any Instructions notwithstanding such insufficiency without prior approval from or notice to you and you shall be fully responsible for any overdraft, advance or debit created as a result.

iii. You shall at no time persistently send messages without cause or cause threat, harassment, embarrassment or inconvenience to us or any of our officers or employees.

iv. You shall at all times indemnify us and our officers and employees, against all liabilities, claims, actions, proceedings, demands, losses, damages, costs, charges and expenses arising out of or in connection with the breach of any of the warranties or undertakings given by you to us in connection with the Bill Payment Services.

c. Complaints concerning Bills Payments and Merchants

You shall resolve directly with the relevant Merchant and, where applicable, the relevant Bill Customer any query, complaint or dispute in connection with a bill payment made to that Merchant or in connection with that Merchant's website and/or other services, or issues relating to refunds claimed by you or due by the Merchant to you. We shall not be under any duty to assist in resolving any dispute including, without limitation, disputes concerning late payment of any bill and/or any interest, charges and fees imposed by the relevant Merchant.

#### 14A. TERMS AND CONDITIONS GOVERNING USE OF HSBC PAYNOW

##### **Making payments using HSBC PayNow**

a. HSBC PayNow allows you to send money via FAST to an individual person who has registered for the PayNow Service with a participating bank. To use HSBC PayNow to send money, you must have registered with us for HSBC Personal Internet Banking in accordance with our usual procedures. You do not need to be registered for the HSBC PayNow before you can send money using HSBC PayNow and FAST. To receive money using the PayNow service, you will need to register for HSBC PayNow using our Personal Internet Banking site.

b. Once you have registered for HSBC Personal Internet Banking, you may also use PayNow to send money via your device by downloading the HSBC Mobile Banking application onto your device and setting up your security details in accordance with our usual procedures. The HSBC Mobile Banking application and therefore HSBC PayNow may not be available on certain devices and operating systems. Please see our website for more details.

##### **How to make a payment**

c. You can make payment to anyone who has registered their bank account details and either his/her mobile number, NRIC number or Unique Entity Number (each an "**Identifier**") on the PayNow Service, which is operated by a third party ("**Database Operator**"). A person or Corporate who has registered for the PayNow Service has agreed to link his/her bank account to his/her/its Identifier. You will need to ensure you have the exact Identifier the intended payment recipient used to register for the PayNow Service and their bank must be able to accept payments via FAST.

d. Payments can be made from any current or savings account held in your sole name or jointly with another person (where the signing mandate is for each individual to sign singly). To make payment using HSBC PayNow, you must provide us with the following information:

- i. type of Identifier registered by the intended payment recipient (whether it is mobile number, NRIC number or Unique Entity Number);
- ii. identifier number of the intended payment recipient (the complete mobile number, NRIC number or Unique Entity Number registered by him/her to receive payments via the PayNow Service); and
- iii. amount of the payment to be made.

e. Before we process the payment, we will check that the intended payment recipient is registered under the PayNow Service. We will then re-present to you, details of the nickname selected by the payment recipient to be associated with his/her/its Identifier that is linked to the Identifier that you provided and the Identifier number you have provided. You must check this information carefully and if you are in any doubt that you are paying the correct person or Corporate you must not press "Confirm" and instead pay the recipient by an alternative method. Each payment request shall be irrevocable once submitted and you will not be able to withdraw or modify such payment request.

f. If the Identifier you provided is not registered under the PayNow Service with the Database Operator, you will not be able to make payment via HSBC PayNow in respect of such Identifier. We will advise you if this is the case.

### **Collection, Use and Disclosure of Information**

g. By providing us with the Personal Data of any third party (including the Identifier of any intended payment recipient), you warrant and confirm that you have obtained the consent of the payment recipient that his/her Personal Data can be collected, used and shared by us with any member of the HSBC Group, service providers (including Database Operator) 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**

h. You agree to provide us with any additional information upon our request.

i. It is your responsibility to ensure that the information you provide to us is complete, accurate and up to date. Please notify us immediately of any change.

j. You acknowledge and agree that it is your obligation to check and verify all transactions in careful manner, and accept that any transactions made through HSBC PayNow shall be binding on you.

k. You acknowledge that the PayNow Service is owned by a third party and provided by the Database Operator to us and other participating banks, and that access to and use of HSBC

PayNow may be subject to the provision and/or availability of services and facilities by the Database Operator.

l. You agree that we will not be held liable for any loss or damages incurred in the following circumstances:

i. Any force majeure or circumstance beyond our control, including 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 howsoever caused or due to the interruption or delay or error in data transmission or communications.

ii. You have been negligent or fail to comply with these Terms (including your failure to take any and all precautions to ensure that the payments you make through HSBC PayNow are made to the correct intended payment recipient (including any failure to check the nickname displayed and to ensure that the nickname displayed and corresponding account does indeed belong to the intended payment recipient).

m. You agree to indemnify, defend and hold harmless the Bank and our representatives, affiliates and service providers from and against any consequences, claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, resulting or arising as a result of any fault, act or omission by you in connection with the use of HSBC PayNow.

n. You agree to pay for any fees, service charges and expenses relating to the use of HSBC PayNow as we may specify from time to time and publicly notify to you through our designated channels.

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

## 15. USE OF BANK COMPUTING PROPERTY

The provision of HSBC Kiosks and all other computing devices and/or terminals ("Computing Property") are for your use at branches, roadshows and other remote locations.

By using or accessing any of the Computing Property, you agree to be bound by the following terms and conditions which we, at our sole discretion, may amend from time to time.

a. You must not use the Computing Property for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the Computing Property is being used for, or in connection with, an illegal purpose or activity.

b. You are to abide by all applicable laws, statutes, including but not limited to the Computer Misuse Act (Cap. 50A) and the Copyright Act (Cap. 63).

- c. Notwithstanding clauses (a) and (b) above, you may not engage in any of the following:
- i. generate, access, use or disseminate obscene, objectionable material;
  - ii. post or transmit information or software containing electronic worms, viruses or other harmful components; or
  - iii. break or attempt to break into computer systems;
- d. You shall not download, install or store any third party programmes.
- e. You shall not copy, upload, post, publish, transmit, reproduce, distribute material that is copyright protected without obtaining permission from the copyright owner or rightsholder.
- f. You should be aware that while we take all reasonable efforts to ensure that the Computing Property is operating properly and free from any viruses, spyware or any other malicious computing software to protect your privacy, usage of the Computing Property is entirely at your own risk and you understand that your Username/Internet Banking ID, Password, Password Reset Questions, Security Codes and activities conducted via the Computing Property could be tracked and monitored by us and/or third party service providers.
- g. We shall not be liable for any loss during use of the Computing Property due to server or connection failures, errors, omissions, any third party network providers, browser providers, agents or their sub- contractors.
- h. We reserve the right to prohibit anyone from using the Computing Property in the event of any breach or failure to observe any of these Terms.

## 16. GENERAL

- a. Communications: Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 48 hours after posting if the address is in Singapore and seven days after posting if the address is outside Singapore or (where sent by facsimile transmission, or email) immediately after transmitting to the facsimile number or email address last notified in writing by you to us. Communications sent by you to us are deemed to be delivered to us on the day of actual receipt.
- b. Malicious Computing Software: The services are accessed through the internet, which is a public system over which we have no control. It is therefore your duty to make sure:
- i. the terminal or other device that you use (save for services accessed through HSBC's Computing Property, the terms of which are set out in Clause 15 above) to access the services (the "Device") is free from and adequately protected against acquiring any malicious computing

software ("Malware") which is any software that is developed for the purposes of doing harm to a computer system or infringing on your personal and private information. Malware includes but is not limited to viruses, spyware, adware, "trojan horses" and other destructive or disruptive components;

ii. you update the Device's browser to the latest version available; and

iii. you patch the Device's operating systems with regular security updates provided by the operating system provider.

Due to the nature of the services, 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 services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

c. Indemnity: By your access, use and/or continued use of the services, you signify your agreement to indemnify and to keep indemnified HSBC, its directors, employees, nominees and agents fully against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by us including but not limited to, in connection with or arising from:

i. your use of the services;

ii. any unauthorised Instructions that might be transmitted through HSBC Personal Internet Banking or HSBC Mobile Banking or any Instructions which are incomplete, inaccurate or garbled;

iii. the recovery of or any attempt to recover from you any monies due to us or the enforcement of any of these Terms;

iv. any breach or non-observance of any of these Terms by you or by any other unauthorised person(s) using your Username/Internet Banking ID, Password, Password Reset Questions and Security Device;

v. where you knowingly or unknowingly download and install any Malware in the terminal or other device that you use to access the services; and

vi. reliance on any information feeds (including but not limited to stock quotes and foreign exchange rates), materials, products or services owned, provided or operated by third parties and hold us harmless for any failures, omissions, errors, disruptions or delays due to such information feeds owned, provided or operated by such third parties.

d. Severability: If any part of these Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of these Terms.



e. Waiver:

i. A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.

ii. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.

iii. Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.

f. Benefits to the HSBC Group: You acknowledge that where these Terms confer a benefit on us, the benefit is also conferred on each member of the HSBC Group and is enforceable by us or any member of the HSBC Group. These Terms may be amended by us without the need to obtain the consent of any members of the HSBC Group or any Information Providers.

g. Governing Law and Jurisdiction: The services and these Terms are governed by and must be construed in accordance with the laws of Singapore. The parties submit to the non-exclusive jurisdiction of the Courts of Singapore. These Terms may be enforced in the Courts of any competent jurisdiction.

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