

# HSBC Expat Mobile Banking

Summary, App Licence Terms and Conditions  
and Important Information

Effective from 13 June 2016

## Summary of the Terms and Conditions

This Summary sets out key details about the HSBC Expat Mobile Banking app (“Mobile Banking app”) and forms part of the App Licence Terms and Conditions (“Terms”). You should read it carefully together with the rest of the Terms and the Important information.

The Mobile Banking app allows you to access some of the HSBC Expat online banking service (“the Service”) in a format which is easier to view on a mobile device. The Service is available in full by logging on at [expat.hsbc.com](http://expat.hsbc.com).

### Features of the Mobile Banking app

The Mobile Banking app can be downloaded to any mobile device that runs an operating system supported by us through which you can access part of the Service. You must register for the Service before you can use the Mobile Banking app. Features available in the Mobile Banking app allow you to:

- log on with and without your HSBC Secure Key;
- view your other international HSBC accounts that you have already linked in HSBC Global View;
- make a bill payment to a UK company that you have previously paid using the Service;
- transfer money between any HSBC Expat account;
- view your account balances;
- see the last 90 transactions on your accounts;
- look up deposit and foreign exchange rates;
- send and receive messages to us securely.

For more details about Mobile Banking app features, including details of restrictions, please see clause 2.3 below.

### Important things in these Terms that you should be particularly aware of include:

#### Security

You should make sure you keep your mobile telephone or tablet and the security details you use to log onto the Mobile Banking app safe and secure. You must let us know as soon as possible if these are lost or stolen. You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile telephone or tablet and your security details safe.

#### Charges

We do not charge for the Mobile Banking app. However, your mobile network operator may charge you to access the Mobile Banking app and these charges may vary if you access the Mobile Banking app when abroad. You are responsible for these charges.

#### Suspension of the Mobile Banking app

We can suspend the app in a limited number of situations, for example, for security reasons or because we suspect the Mobile Banking app has been used fraudulently or in an unauthorised way. We will try to tell you in advance but may not always be able to. For full details about suspension, please see clause 6.

#### Changing the Terms

We can change these Terms. We will tell you about changes at least 30 days in advance. For full terms and conditions about changes, please see clause 8.

## App Licence Terms and Conditions

These Terms apply to the app together with:

- the terms and conditions that apply to any account or service you can access using this Mobile Banking app, such as the HSBC Expat Banking Terms of Business; and
- our HSBC Expat Online Banking Terms and Conditions; and

- our HSBC Expat Global View Terms and Conditions; and
- any other terms and conditions that we tell you apply.

In the event of a conflict between the Terms and the above mentioned terms, these Terms will apply.

Only the following people have rights under these Terms:

- you; and
- us; and
- the supplier of the mobile device to which you have downloaded the Mobile Banking app; and
- the app store from which you downloaded the Mobile Banking app.

You will be able to view the current version of the Terms within the Mobile Banking app at any time under the (information) button before you log on, and under the heading of Legal after you have logged on.

We give you a licence to use the Mobile Banking app on a mobile device that you own, control or use, subject to these Terms and any Usage Rules set out in the Terms of Service of the supplying App Store or Google Play. App Store is a service mark of Apple Inc. Google Play is a service provided by Google Inc.

This licence will start when you have downloaded the Mobile Banking app and log on for the first time and will continue until ended as set out in clauses 7. or 8.2.

### 1. Glossary

“Mobile Banking app” or “app” means the HSBC Expat Mobile Banking application that can be downloaded to any mobile device that runs an operating system supported by us through which you can access part of the Service.

“Mobile Banking app services” means those services set out in clause 2.3.

“Bill Payments” means a payment you make to a specific list of companies, organisations and charities accounts in the UK, Channel Islands and Isle of Man.

“Existing Payees” means people or organisations you have made a payment to using the Service.

“HSBC Group” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

“Transfers” means an internal transfer you make to another one of your HSBC Expat accounts (including a joint account) or to another person’s HSBC Expat account.

“You”, “your” and “yours” mean the person who has downloaded the Mobile Banking app and any other person who uses the Mobile Banking app.

“We”, “us” and “our” mean HSBC Expat and any agents we appoint to provide all or part of the Mobile Banking app.

### 2. Using the Mobile Banking app

2.1. You must be registered for the Service to be able to use the Mobile Banking app. The Mobile Banking app can be used on a mobile device running an operating system supported by us, from which you can access the internet. However, not all of our full Service can be accessed using the Mobile Banking app (please see clause 2.3 below for details of which parts of the Service are available). Because of this, we recommend that you log onto the Service at [expat.hsbc.com](http://expat.hsbc.com) at least every 14 days.

2.2. To log on to the Mobile Banking app, you will need to enter your username and other security information that we request which you set up when you registered for the Service. We may notify you from time to time about changes in the security information.

We will automatically log you out of the Mobile Banking app if you have not used it for 15 minutes.

## Services available within the Mobile Banking app

- 2.3. You can use the Mobile Banking app to carry out the following features of the Service:
- log on with and without your HSBC Secure Key;
  - view your other international HSBC accounts that you have already linked in HSBC Global View;
  - make a bill payment to a UK company that you have previously paid using the Service;
  - transfer money between any HSBC Expat account;
  - view your account balances;
  - see the last 90 transactions on your accounts (only transactions shown on your last statement and since your last statement will be available);
  - look up deposit and foreign exchange rates;
  - send and receive messages to us securely.
  - carry out any other additional service that we may provide in any future update of the Mobile Banking app.

In addition, a higher level of security will be required for some services available, which we will tell you about.

You must not use the Mobile Banking app for any other purpose.

Depending on your operating system or your device, you may not have access to all of the services provided within the Mobile Banking app. For more information, see our website at [expat.hsbc.com/1/2/hsbc-expat/why-hsbc-expat/internet-banking/mobile-banking](http://expat.hsbc.com/1/2/hsbc-expat/why-hsbc-expat/internet-banking/mobile-banking).

## How to make payments using the Mobile Banking app

- 2.4. You can make a payment using the Mobile Banking app by logging on with your username, and providing other security information that we request. When you have provided your payment instructions, you will be given the opportunity to edit them and you will then be asked to confirm your payment instructions. This will be your agreement for us to make the payment. For further details about these types of payments, please refer to the HSBC Expat Banking Terms of Business.
- 2.5. You should read any new messages that we have sent you each time you log on to the Mobile Banking app. You will be advised on the initial home screen when you log on if there are any new messages in your message centre.

## Things you must not do

- 2.6. You must not copy or reproduce all or any part of the Mobile Banking app.
- 2.7. You must not alter, modify or adapt all or any part of the Mobile Banking app.
- 2.8. You must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking app. All ownership in the Mobile Banking app remains with us.
- 2.9. You must not carry out reverse engineering of the Mobile Banking app.

## 3. Responsibilities and availability of the service

- 3.1. While we make reasonable efforts to provide the Mobile Banking app services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or,

in the case of mobile networks, where you are not in an area of mobile coverage.

- 3.2. The Mobile Banking app is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.
- 3.3. We are responsible for the Mobile Banking app and its content. Apple Inc., Google Inc., Microsoft Corporation or Research in Motion Limited do not have any responsibilities or obligations to you in relation to the Mobile Banking app and will not provide any maintenance and support services for the Mobile Banking app.
- 3.4. The Mobile Banking app may only be installed and used by customers of HSBC Expat. You confirm that (i) you are not located in a country subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (ii) you are not listed on any US Government list of prohibited or restricted parties. Lists of these countries and parties may be found at the [state.gov](http://state.gov) and [treasury.gov](http://treasury.gov) websites.
- 3.5. iPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc. Android™ is a trademark of Google Inc. The trademarks BlackBerry® and BlackBerry App World™ are owned by Research In Motion Limited and are registered in the United States and may be pending or registered in other countries. We are not endorsed, sponsored, affiliated with or otherwise authorised by Research in Motion Limited.

## 4. Security

### Your security obligations

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

These precautions include:

- 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 it;
- keeping your security details unique to the Service and the Mobile Banking app;
- not disclosing your security details to anyone, including the police and us;
- changing your security details immediately and telling us as soon as possible in accordance with clause 4.3 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;
- once you have logged onto the Mobile Banking app, do not leave your mobile device unattended or let anyone else use your mobile device;
- logging out of the Mobile Banking app once you have finished using the Mobile Banking app services and, in particular, not leaving the Mobile Banking app running in the background whilst logged in (e.g. whilst multi-tasking, or running other apps);

- follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Mobile Banking app or your mobile device (although you should never disclose your security details to them or information about your accounts with us);
- undertake reasonable and adequate precautions to scan for computer viruses or other destructive properties.

- 4.2. You must not use the Mobile Banking app 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.

- 4.3. After initial registration we will 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 any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.
- 4.4. You will be responsible for all instructions given by you or anyone acting with your authority between when you log onto the Mobile Banking app until you log off the Mobile Banking app.
- 4.5. You are responsible for making sure information shown or stored on your mobile phone is kept secure.
- 4.6. You must advise us of any change to your mobile phone number without delay.
- 4.7. If you know or suspect that someone else knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must tell us without delay by calling HSBC Premier on +44 1534 616 313 or HSBC Advance on +44 1534 616 212. Lines are open 24 hours a day, 365 days a year. We may ask you to co-operate with us and the police into the actual or suspected misuse of your security details, the Mobile Banking app or your Account(s).

#### Unauthorised transactions

- 4.8. Please refer to the HSBC Expat Banking Terms of Business for details about unauthorised transactions. You will be responsible for all losses arising from unauthorised transactions on your Account as a result of:
- You acting fraudulently, or
  - You intentionally or with gross negligence failing to use the Mobile Banking app in accordance with the Terms (including keeping safe your Mobile Banking security details), or
  - You intentionally or with gross negligence failing to notify us in accordance with clause 4.7 if you know or suspect someone else knows your Mobile Banking security details or has used or tried to use your security details.

#### 5. Abnormal and unforeseen circumstances

We are not responsible if we do not comply with any of the Terms:

- Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- Where our failure to comply is due to our obligations under Jersey Law.

#### 6. Suspension of the Mobile Banking app

We can, at any time, suspend your use of the Mobile Banking app. We will normally do this if we think it is reasonably necessary because:

- we have concerns about the security of the Mobile Banking app or the Service; or
- we suspect that your Mobile Banking app or the Service has been used fraudulently or in an unauthorised way; or
- there is a significantly increased risk that you will be unable to repay any overdraft on any of your accounts; or
- there are Jersey or European legal obligations we have to meet.

If we do suspend your use of the Mobile Banking app, we will also suspend any other use by you of the Service.

We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.

If you have entered incorrect log on details on several occasions, we will suspend your access to the Mobile Banking app and the Service. If this happens, you can reset your log on details within the Service provided, you can identify yourself and answer our security questions. Otherwise, you will need to telephone us.

You can ask us to lift any suspension by calling HSBC Premier on +44 1534 616 313 or HSBC Advance on +44 1534 616 212.

#### 7. Ending this licence

- 7.1. You can end this licence at any time by contacting us by telephone or by sending an email from the Service or Mobile Banking app. You should then delete the Mobile Banking app from your mobile device.
- 7.2. We can end this licence with you immediately in the following situations:
- if you have not logged on to either HSBC Expat Mobile Banking app or online banking for 24 months, you will have to re-register in order to use the Mobile Banking app again; or
  - if you have seriously or persistently broken any of the Terms or the HSBC Expat Banking Terms of Business including where:
    - you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
    - your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
    - you are, or we reasonably suspect you may be, acting fraudulently; or
    - you act in an unacceptable way, for example you act in a threatening or violent manner towards staff; or
    - you were not entitled to download the Mobile Banking app; or
    - we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
    - we have reasonable grounds to suspect that your security details have not been kept safe; or
    - we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or
    - you have not satisfied any anti-money laundering requirements; or

- there has been or we suspect there has been fraud involving any of your accounts or any transactions on any of your HSBC accounts; or
- if there has been or we suspect there has been suspicious activity on your account; or
- we have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- if the Mobile Banking app is withdrawn by the manufacturer of your mobile device operating system, or any intermediary; or
- if we stop supporting the Mobile Banking app on your mobile device or the operating system it runs; or
- if you stop holding any account, product or service in respect of which the Mobile Banking app may be used; or
- if we reasonably consider that by continuing the contract:
  - we may break a law, regulation, code, court order or other duty; or
  - we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

- 7.3. We will notify you personally immediately after we have terminated the licence. This can include SMS, a message when you log onto the Mobile Banking app, by post, by e-mail, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.
- 7.4. We may end this licence for any other reason by giving you at least two months' personal notice. This may happen if, for example, we replace the Mobile Banking app.
- 7.5. Upon termination of this licence for any reason:
  - you must remove the Mobile Banking app from your mobile device; and
  - destroy all copies of the Mobile Banking app, including all components of it in your possession; and
  - all rights you have in respect of the Mobile Banking app will immediately end.
- 7.6. You must delete the Mobile Banking app from your mobile device if you change your mobile device or dispose of it.

## 8. Changes

- 8.1. We may change the Terms (including, but not limited to, introducing new charges and changing the types of payments you can make using the Mobile Banking app) at any time. We will tell you about the changes by post, by e-mail, by secure e-message, or by placing details of the change within the Service at least 30 days before the changes take effect.
- 8.2. If we provide you with notice that we are going to make a change to Terms, you can end this licence before that change takes effect without charge. If you do not tell us that you want to end this licence, then we will assume that you have accepted the change and it will take effect automatically.

## 9. Miscellaneous

- 9.1. If any part of the Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining Terms.
- 9.2. If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.

- 9.3. We can transfer all or some of our rights under these Terms to someone else. You cannot transfer any of your rights and obligations under these Terms to anyone else.

## 10. Governing law and language

The laws of Jersey apply to these Terms and how we dealt with you before this licence applied. You can take legal proceedings against us in Jersey or the country where you live.

The Terms are in English and any communications we send to you will be in English.

Copyright in the pages, screens, information, and all material in their arrangement, included in the Mobile Banking app is owned by or licensed to us or the HSBC Group unless otherwise noted.

### Important information

Issued by HSBC Expat, a trading name of HSBC Bank International Limited, HSBC House, Esplanade, St Helier, Jersey JE1 1HS. E-mail us at [expat@hsbc.com](mailto:expat@hsbc.com) or call HSBC Premier on +44 1534 616 313 or HSBC Advance on +44 1534 616 212.

Registered office: HSBC House, Esplanade, St Helier, Jersey JE1 1HS, Channel Islands. Registered number: 2818. HSBC Bank International Limited is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Investment and Fund Services Business. To help us continually improve our services and in the interests of security, we may monitor and/or record your communications with us. Our data privacy statement is available to read on [expat.hsbc.com](http://expat.hsbc.com).

