

Terms and Conditions for HSBC in-app authentication

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU USE HSBC IN-APP AUTHENTICATION

These terms and conditions record our promises to each other. They form a legally binding agreement between you and us about our identity verification and authentication for Transaction or Servicing Request. 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, or our customer.

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

1. The Service

1.1 HSBC services need you to

- verify your identity upon submitting a Transaction or Servicing Request; and
- authenticate your transactions upon processing or completing a Transaction or Servicing Request.

To help you do this, we provide a service (which we call "the Service") where we verify your identity and authenticate your Transaction and Servicing Request using the HSBC HK App. We call this "in-app authentication".

1.2 This is how the Service works:

- we'll initiate the Service if you make a Transaction or Servicing Request which meets the requirements we set according to your information maintained with us;
- we'll send you an in-app authentication request through the HSBC HK App if you're an eligible HSBC HK App user;
- We'll then verify your identity and authenticate your Transaction and Servicing Request if you approve this Service via the HSBC HK App;
- each in-app authentication request has a validity.

We may not offer this Service to you if

- the Service isn't available due to system maintenance, or
- you are unable to receive the Service due to network or device issue, or
- you have not signed in to the HSBC HK App for a period of time, or
- your HSBC Online/ Mobile Banking customer profile is locked, or
- you have not verified your identity after activating your Mobile Security Key, or
- any other reasons beyond our control.

In case we cannot offer you this Service, we may use other methods or tools to verify your identity or authenticate your Transaction and Servicing Request.

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;
- connected your mobile device to a trusted internet network; and
- have at least one mobile phone number and email address on our record.

Otherwise, you may not be able to use the Service to complete your Transaction or Servicing Request.

1.4 We rely on the information you give us 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 to make a Transaction or Servicing Request. 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 this Service. There are other terms which apply to the Transaction or Servicing Request itself. These other terms continue to apply unless we agree otherwise.

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

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

2.3 We reserve the right to change the Service without telling you first.

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.

2.7 We might further verify your identity by using other methods or tools based on the Transaction or Servicing Request you have made.

3. Your responsibility

3.1 You must act in good faith and exercise reasonable care when using the Service. In addition to those in any other agreement you have entered into with us, we recommend following these security measures:

- (a) Keep your Transaction or Servicing Request 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) You can reject the in-app authentication request and report a fraud case to us directly if you reasonably believe your accounts have been compromised.
- (e) Tell us straight away if:
 - you've lost the mobile phone or device that receives in-app authentication requests; or
 - you know or suspect your Transaction or Servicing Request 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 in-app authentication requests.

3.2 You're responsible for all Transactions or Servicing Request you have made. Also, it is your responsibility for unauthorised Transaction or Servicing Request if you acted fraudulently or with gross negligence.

An example of gross negligence is where you didn't keep your Transaction or Servicing Request details, HSBC Mobile Banking username and password or Mobile Security Key password 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

Transaction means any transaction effected by us pursuant to or as a result of an Instruction or in accordance with any provisions of request you have made with us.

Servicing Request means any service which we may provide or procure in relation to your account(s), including credit facility, investment service and account service.

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.

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'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.

7.3 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.