HSBC Mobile Banking app Terms and Conditions

1. General

1.1. These Terms and Conditions (these "Terms") apply to the Mobile Banking app together with:

1.1.1. the terms and conditions that apply to any account or service you can access using the Mobile Banking app (**the "Product Terms"**);

1.1.2. our Terms and Conditions for HSBC Personal Internet Banking ("**Internet Banking Terms**") which are incorporated in these Terms by reference; and

1.1.3. any other terms and conditions that we may notify you.

1.2. In the event of a conflict between these Terms and the Product Terms or the Internet Banking Terms, the Product Terms or the Internet Banking Terms (as the case may be) shall prevail over, and be in addition to, these Terms.

1.3. Terms and expressions used in these Terms shall have the same respective meanings as defined in the Internet Banking Terms unless otherwise defined in Clause 11 or the context requires otherwise.

2. The Mobile Banking app allows you to access some of our Internet Banking services in a format which is easier to view on a mobile device.

3. How to Log On

3.1. You can log on to the Mobile Banking app by:

3.1.1. entering as we request such log on credentials which you have created when registering for the Internet Banking service (**"Logon Credentials"**);

3.1.2. entering your Logon Credentials as we request and a Security Code generated by receiving an SMS One-time Password;

3.1.3. entering your 6-digit PIN which you have created when registering to use the Mobile Banking App;

3.1.4. activating and using biometric credentials (e.g. fingerprint, facial map or any other biometric data) that we may enable for use in the Mobile Banking app.

3.2. You may be required to perform one or more of the above in order to access full services of the Mobile Banking app.

4. Using the Mobile Banking app

4.1. The Mobile Banking app can be used on a mobile device running an operating system supported and specified by us from time to time, from which you can access the internet. However, not all of our services available on Internet Banking can be accessed using the Mobile Banking app.

4.2. Updates to the Mobile Banking app may be issued periodically through the supplying app store. For some devices, updates will be downloaded automatically. If this does not happen, you will need to download the update yourself. We may display in-App messages when you try to log on to remind you to do this. You should log on to the Mobile Banking app regularly to check these messages. Depending on the update, you may not be able to use the Mobile Banking app until the latest version has been downloaded. To make sure that you always have access to the Mobile Banking app and Internet Banking, you should keep your Mobile Banking app updated.

4.3. The Mobile Banking app may only be installed and used by our customers. The Mobile Banking app is not intended for download, and the Mobile Banking app and the Mobile Banking app services are not intended for use by, any person who is not already our customer or in any jurisdiction where such download or use would be contrary to any law or regulation of such jurisdiction or where we are not licensed or authorised to

provide the Mobile Banking app or the Mobile Banking app services.

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

4.5. Certain services which may be made available through the Mobile Banking app from time to time, including the Find a Branch/ATM and Offers, use information about your physical location sent from your mobile device (for example, GPS signals). If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us and Google to provide the relevant functionality in accordance with the terms and conditions, and privacy policy, of the Mobile Banking app and those of Google. You will be asked to consent to the use of location services the first time you use the relevant services. You may withdraw this consent at any time by turning off the location services settings on your mobile device.

4.6. The Mobile Banking app may store certain information that you provide or generate through the Mobile Banking app on your device.

4.7. Access to third party services (such as Google Maps/Google Earth API) through the Mobile Banking app is subject to separate terms and conditions of third party service providers (such as Google terms and conditions available at https://maps.google.com/help/terms_maps/ and https://cloud.google.com/maps-platform/terms/other/universal-aup/).

4.8. iPhone, iPad, iPod Touch, Touch ID and Apple are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc. Google

Play™ is a trademark of Google Inc. Android™ is a trademark of Google Inc.

5. Your Responsibilities

5.1. You must comply with all applicable laws and regulations that govern your download of the Mobile Banking app, and access and use of the Mobile Banking app and the Mobile Banking app services.

5.2. You must not alter, modify, adapt, reverse-engineer, copy or reproduce all or any part of the Mobile Banking app.

5.3. 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.

5.4. The Mobile Banking app is for your personal use only, and you must not use the Mobile Banking app for business or commercial or other unauthorised purposes.

5.5. You must take security measures on your mobile device as recommended by us from time to time, otherwise you will bear the associated risks and consequences which may arise from or in connection with your mobile device and the use of the Mobile Banking app.

6. Our Responsibilities

6.1. 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 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.

6.2. 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.

7. Security

7.1. You must take all reasonable precautions to keep safe and prevent fraudulent use of your mobile device and security information. These precautions include:

7.1.1. never writing down or otherwise recording your security details in a way that can be understood by someone else;

7.1.2. not choosing security details that may be easy to guess;

7.1.3. taking care to ensure that no one hears or sees your security details when you use it;

7.1.4. keeping your security details unique to Internet Banking and the Mobile Banking app;

7.1.5. ensuring that your biometric credentials stored on your device are your own and do not store anyone else's biometric credentials on your device and that you only use your own biometric credentials to log on to the Mobile Banking app (and any other mobile applications that we may support from time to time (for compatible devices only));

7.1.6. not using facial recognition for authentication purpose if you have an identical twin sibling, in which case you are recommended instead to log on to the Mobile Banking app (and any other mobile applications that we may support from time to time (for compatible devices only));

7.1.7. not using facial recognition for authentication purpose if you are an adolescent while your facial

features may be undergoing a rapid stage of development, in which case you are recommended to instead to log on to the Mobile Banking app (and any other mobile applications that we may support from time to time (for compatible devices only));

7.1.8. not taking any action to disable any function provided by, and/or agreeing to any settings of, your mobile device that would otherwise compromise the security of the use of your biometric credentials for authentication purposes (e.g. disabling "attention-aware" for facial recognition);

7.1.9. not disclosing your security details to anyone;

7.1.10. changing your security details immediately and telling us as soon as possible in accordance with Clause 8.10 if you know, or even suspect, that someone else knows your security details, or if we ask you to;

7.1.11. keeping your security details and mobile device safe;

7.1.12. complying with all reasonable instructions we issue regarding keeping your security details safe;

7.1.13. once you have logged on to the Mobile Banking app do not leave your mobile device unattended or let anyone else use your mobile device;

7.1.14. 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 (for example, whilst multi-tasking, or running other apps);

7.1.15. 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); and

7.1.16. undertake reasonable and adequate precautions to scan for computer viruses or other destructive properties.

7.2. **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. The use of Mobile Banking app on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of the Mobile Banking app in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.**

7.3. You should only download Mobile Banking app and its updates from official supplying app store and not from any unofficial sources.

7.4. 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.

7.5. You will be responsible for all Instructions given by you or anyone acting with your authority between when you log on to the Mobile Banking app until you log off the Mobile Banking app.

7.6. You are responsible for making sure information shown or stored on your mobile device is kept secure.

7.7. You must advise us of any change to your mobile phone number without delay.

7.8. If you activate the feature that allows you to use your biometric credentials in the Mobile Banking app and to enable the use of such biometric credentials to log on to the Mobile Banking app (and any other mobile applications that we may support from time to time (for compatible devices only)), you must ensure that only your biometric credentials are registered on the device.

7.9. You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile device and your security details safe and follow the security precautions that we advise you to undertake from time to time including those set out in this Clause 7, or if the biometric credentials stored on your device are not your own in the event that you have activated such authentication method on the device and on the Mobile Banking app.

7.10. 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 us on such number as we specify from time to time.

7.11. Upon termination of the Mobile Banking app services for any reason, you must remove the Mobile Banking app from your mobile device.

7.12. You must delete the Mobile Banking app from your mobile device if you change your mobile device or dispose of it.

8. Variation

We have the right to vary these Terms from time to time. We will give you prior notice in a manner we consider appropriate, including by post, by email, by secure e-message, or by placing details of the change within Internet Banking. You will be bound by a variation if we do not receive notice from you to terminate the Mobile Banking app services with effect before the date on which that variation takes effect.

9. Governing Law

9.1. These Terms are governed by and will be construed according to Macau SAR law.

9.2. You submit to the non-exclusive jurisdiction of the Macau SAR courts but these Terms may be enforced in the Courts of any competent jurisdiction.

10. Definitions

10.1. "**Internet Banking**" means our HSBC Personal Internet Banking.

10.2. **"Mobile Banking app"** means the HSBC Mobile Banking application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Internet Banking services.

10.3. **"Security Code"** means a one-time password generated by the Bank's system and sent via SMS to mobile number registered in our record.

10.4. **"you", "your", "yours"** mean the person who has downloaded the Mobile Banking app and any other person who uses the Mobile Banking app and, where the context permits, includes each of your personal representatives and lawful successors.

10.6. "**we**", "**us**", "**our**" and "**the Bank**" means The Hongkong and Shanghai Banking Corporation Limited, Macau Branch and its successors and assigns.