

## Terms & Conditions for Mobile Banking

### 1. Definitions:

In these Terms and Conditions, the following terms shall have the following meanings:

1.1 "**Affiliate**" of The Hongkong and Shanghai Banking Corporation Limited Bank shall mean and include:

- (a) any company which is the holding company or subsidiary of HSBC Group, or
- (b) a person under the control of or under common control with HSBC Group, or

For the purpose of this definition of Affiliate and terms and conditions, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

1.2 "**Pull Facility**" shall mean facility through which Customers/Customer Delegates will be able to make requests regarding certain information about their Account/s by sending "key words" through SMS to Bank Contact Number provided by the Bank for the purpose.

1.3 "**Response**" shall mean the SMS sent by the Bank in response of the request made by the Customers / Customer Delegates regarding certain information in relation to their Account/s by sending "key words" through SMS to Bank Contact Number provided by the Bank for the purpose.

1.4 "**Keywords**" shall mean specific words that need to be typed to get response to the message sent

1.5 "**Account**" means any account of the Customer with the Bank, which may be savings / current / fixed deposit / credit card account / loan or any other account.

1.6 "**Bank**" (also "we", "us", "our") means The Hongkong and Shanghai Banking Corporation Limited with which the Customer's Account is maintained.

1.7 "**CSP**" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Facility.

1.8 "**Customer**" (also "you", "your", "yours") means a customer of the Bank and shall include a company, partnership, firm, society, trust or entity, who has or is desirous of availing the Facility.

1.9 "**Customer Delegate**" means any person(s) who is authorised by the Customer (or authorised by the Primary User, in case of Secondary Users) from time to time to make use of Pull Facility.

1.10 "**Facility**" means the facility through which Customers / Customer Delegates will be able to make requests about their Account/s by sending "key words" through SMS to Bank Contact Number provided by the Bank for the purpose.

1.11 "**SMS**" shall mean Short Messaging Service, which is the transmission of short text messages to and from SMS enabled devices.

1.12 **"Primary User"** means the Customer Delegate entrusted with responsibility for the initial Business Internet Banking portfolio registration and the Customer's on-going use of Business Internet Banking as described in the Business Internet Banking Guide.

1.13 **"Secondary User"** means the Customer Delegate appointed by the Primary User.

## **2. Availability:**

2.1 The Facility is made available to the Customer, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice. The Facility is currently available only to Customers with Accounts with the Bank's branches in India.

2.2 The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The Customer understands that unless the Customer or Customer's Delegates are subscriber of any of the specific CSPs, the Facility will not be available for those Customer Delegates.

2.3 The Response will be delivered to the Customer Delegate only if the Customer Delegate is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs.

2.4 The Bank may, if feasible, extend the Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time to time.

2.5 Only one mobile number per Customer Delegate can be registered for this Facility.

2.6 A maximum of 9 Customer Delegates can be registered for this Facility with the Bank.

2.7 The Pull Facility will be available only to customers with active Business Internet Banking accounts.

## **3. Process:**

The Customer and the Customer Delegate acknowledge that Pull Facility will be implemented in a phased manner. The Bank may, from time to time, change the features of the Pull Facility.

## **4. Pull Facility:**

4.1 The Bank shall allow Pull Facility by the Customer Delegate's mobile phone number as registered by the Customer with the Bank and/or as may be updated from time to time by the Customer or the Customer Delegate and the Customer hereby acknowledges that any such information disclosed shall be deemed to have been made solely to the Customer. The Bank shall not be under any duty to verify the authenticity of the person receiving the information. The Customer and the Customer Delegate is responsible for the accuracy of Customer Delegate's mobile phone number and/or email address and/or any other Account information registered with the Bank and the Customer shall be solely responsible for intimating to the Bank any change in the Customer Delegate's phone number or email address or Account details. The Customer Delegate shall immediately inform the Bank, in writing, if his mobile is lost or has been allotted to another person. The Bank shall endeavour to record any changes informed by the Customer and/or Customer Delegate regarding his personal details and mobile number, within a reasonable period of time and the Customer and the Customer Delegate agree that the Bank cannot be held liable for any delay or error in this regard.

4.2 The Customer undertakes to inform the Bank in case a Customer Delegate leaves the Customer's business.

4.3 The Customer acknowledges that to receive Response of the Pull Facility, Customer Delegate's mobile phone must be in an "on" mode. If the Customer Delegate's mobile phone is kept "off" for a continuous period of 48 hours from the time of delivery to the CSP of the Response message by the Bank, that particular Response message may not get delivered to the Customer Delegate.

4.4 The Customer acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank. The Customer accepts that timeliness, accuracy and readability of Response sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Response, error, loss or distortion in transmission of the Response to the Customer. In case the Customer and/or the Customer Delegate observe(s) any error in the information provided by the Bank through this Facility, the Customer and/or the Customer Delegate shall immediately inform the Bank and the Bank in turn will make the reasonable efforts to rectify the error as soon as possible.

4.5 The Bank shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold the Bank liable for non-availability of the Facility or non-performance by any CSPs or other service providers or any loss (whether direct, indirect or consequential) or damage caused to the Customer as a result of use of the Facility (including relying on the Response for the Customer's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Customer in connection with the use of the Facility.

4.6 The Customer accepts that each Response may contain certain Account information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

4.7 The customer accepts that in case of alerts on TMDs, the balance received through the Pull Facility may be different from the final amount payable to the customer especially in case of foreclosures.

4.8 The Customer and the Customer Delegate authorise the Bank to send any message such as promotional, greeting or any other message that the Bank may consider appropriate, to the Customer. The Customer agrees to an ongoing confirmation for use of name, email address and mobile number for marketing / merchandising offers between Bank and other companies.

4.9 The Customer undertakes to provide accurate and complete information wherever required and shall be solely responsible for the correctness and completeness of information provided by him to the Bank at all times, including, but not limited to, for the purposes of availing of the Facility. The Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer/Customer Delegate. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise the Bank as soon as possible. The Bank will endeavor to correct the error wherever possible on a best efforts basis.

## **5. Withdrawal or Termination:**

The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.

**6. Fees:**

The Bank may at its sole discretion revise the charges / fees for use of any or all of the Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the Facility, as per the terms and conditions of the CSP and the Bank is in no way concerned with the same.

**7. Disclaimer:**

7.1 The Bank shall make all reasonable efforts to ensure that the Customer's personal/account information is kept confidential. The Bank does not warrant the confidentiality or security of the messages whether personal information or account information or otherwise, transmitted through the Facility. The transmission of the messages, however, cannot be guaranteed to be completely secure and the Bank will not be liable for loss of any information / instructions / Response in transmission nor be responsible for security of the transmission.

7.2 No information provided through the Service shall be regarded as an offer or invitation by the Bank to buy or sell any goods, products, services or securities nor are such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party.

7.3 The Bank will not be concerned with any dispute between the Customer and/or the Customer Delegate and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Response.

**8. Disclosure:**

The Customer accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and any of its Affiliates). The Bank is authorised to provide any information or details relating to the Customer or his Account to the CSPs or any service providers so as to enable them to provide any services to the Customers and/or the Customer Delegate.

**9. Liability and Indemnity:**

The Customer and/or the Customer Delegate shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer and/or the Customer Delegate, the Customer shall be liable in damages to the Bank. In consideration of the Bank providing the Facility, the Customer agrees to indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of acting in good faith acting on omitting or refusing to act on any instructions given by use of the Facility. The Customer and/or the Customer Delegate shall indemnify the Bank for unauthorised access by any other person to any information given by the Customer or breach of confidentiality.

The Customer and/or the Customer Delegate agrees to indemnify, defend and hold harmless, the Bank from any losses occurring as a result of the:

- i. the Customer has breached any of the terms and conditions, contained herein;
- ii. the Customer and/or the Customer Delegate permitting any third parties to use the Facility;

- iii. the Customer and/or the Customer Delegate permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

**10. Amendment:**

The Bank may amend the above terms and conditions, at any time without prior notice to the Customer and/or Customer Delegate and such amended terms and conditions will thereupon apply to and be binding on the Customer and the Customer Delegate irrespective of the date of such amendment. The Bank may communicate the amended Terms and Conditions by hosting the same on its website or in any other manner as decided by the Bank. The Customer shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Facility.

**11. Authority to the Bank**

The Customer irrevocably and unconditionally authorises the Bank to access all his Account/s for effecting banking or other transactions through the Facility and to share the Account information with any third parties for the purpose of accepting/ executing such requests of the Customers.

**12. Records**

All records of the Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.

**13. Governing Law and Jurisdiction:**

The provisions of this Facility shall be governed by the laws of India and disputes in this regard shall be subject to the exclusive jurisdiction of courts in Mumbai.