

Business Internet Banking

Additional Conditions

**For all HSBC Business Internet Banking
customers as of 1 July 2018.**

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Business Internet Banking

Additional Conditions. Effective from 1 July 2018

1. Who are these terms between?

You

The business registered to use our Business Internet Banking services.

Us (or we)

HSBC UK Bank plc

When we refer to “**you**” or “**your**” in these terms, we mean your business. When we refer to nominated users we mean primary and secondary users which you nominate to use the services on your behalf. We explain more about nominated users in section 4 below.

You’re responsible for anything done by any person you’ve authorised to access or use an account for you (on or after you open the account) even if they do something that’s outside the scope of the authority you gave them.

If you’d like these terms in another format such as large print, Braille or audio please contact us.

2. What do these terms cover?

These terms cover use of our Business Internet Banking services by you and your nominated users to access your accounts and the related services and tools we make available (such as controls you set on how you want to use certain accounts).

We will continue to improve the functionality, tools and services available through our Business Internet Banking services.

For additional terms and conditions dealing with mobile banking, please see our End User Licence Agreement.

3. How do these terms fit with your other agreements with us?

Where can I find the terms and conditions that are relevant to my products/accounts?	These terms	Product terms*
Use of our Business Internet Banking service to access your accounts and related services	✓	✗
Use of your products or accounts	✗	✓
What you must do to keep your account and security details secure	✓	✓
What happens and who is responsible for unauthorised payments (if you can make payments from your account online)	✗	✓
How we should contact each other	✗	✓
Making changes to these terms	✓	✗
How you can make a complaint	✗	✓
How your money is protected	✗	✓

These terms will apply in addition to your Product Terms. If there's a conflict between these terms and your Product Terms, these terms will apply in relation to the service.

*Product Terms are the terms and conditions that apply to any accounts you can access through Business Internet Banking, including, for example, current account, savings account and commercial card terms and conditions.

Note:

Some Business Internet Banking features may not be available depending on your computer, mobile device or operating system.

You may not be able to access all the products and services we offer through Business Internet Banking.

We can restrict access to Business Internet Banking for any of the reasons set out in your Product Terms.

We may add products and services you receive (individually or jointly with someone else) from us, another member of the HSBC Group or certain other third parties to your Business Internet Banking access. HSBC Group means HSBC Holdings plc and all its subsidiary, associated and affiliated companies.

We'll communicate with you at all times in English.

By using our Business Internet Banking services, you agree to these terms.

We don't charge for our Business Internet Banking services, but you may be charged for making certain types of payments. You can find further details about our charges in our HSBC UK Price List. Your network operator may also charge you for using the internet.

4. Using Business Internet Banking and nominating users

Business Internet Banking lets you and your nominated users manage your accounts with us online. You and your nominated users can use Business Internet Banking to:

- ◆ view your accounts;
- ◆ amend information we hold about you or update the users of this service;
- ◆ make payments from your accounts; and
- ◆ agree terms and conditions for accounts, products and services with us

The table below explains how you can nominate users and how they can use the service.

	Primary user	Secondary user
What is a primary/secondary user?	<p>A primary user is a person nominated by you to manage the Business Internet Banking service on behalf of the business.</p> <p>The primary user:</p> <ul style="list-style-type: none"> ◆ is responsible for setting up Business Internet Banking and its ongoing use; and ◆ will have full use of the Business Internet Banking services. 	<p>A secondary user is a person added by a primary user and has restricted rights to use and access Business Internet Banking for your business.</p>
Nominating a user	<p>When you register for Business Internet Banking, the people who are named as signatories on the mandate will nominate someone to be the primary user – and give us a specimen of that person's signature and any other information we might need to identify them.</p>	<p>A secondary user can be added by a primary user or another secondary user.</p> <p>All secondary users will need to provide us with information to identify them.</p>

	Primary user	Secondary user
What can this user do?	<ul style="list-style-type: none"> ◆ View and access all linked account(s) information, transactions, balances, statements and secure messages; ◆ Give us instructions for payments in and out of your account(s) on behalf of your business up to the limit we have agreed with you; ◆ View business/individual cardholder limits and submit requests to increase and/or decrease limits, as necessary; ◆ Apply for overdrafts, loans or other products and register for services (such as Paym, Telephone Banking and Text Message Banking) on behalf of your business; ◆ Order something (for example, a cheque book or security device); ◆ Enter into contracts on behalf of your business; ◆ Add secondary users; ◆ Instruct or authorise other matters with us or a member of the HSBC Group; and ◆ Authorise a third party provider (TPP) to access your account information or make a payment on your linked account(s). 	<ul style="list-style-type: none"> ◆ Use and access Business Internet Banking for your business within the scope of the permissions they've been granted by the primary user; ◆ If they've been given permission by the primary user, they can also add another secondary user (with the same access and restrictions as their own) to Business Internet Banking; and ◆ Authorise a TPP to access your account information or make a payment on your linked account(s).
When a user leaves	<p>If a primary user leaves, you must do everything you can to make sure they can't access Business Internet Banking anymore, including removing them from Business Internet Banking. You must also nominate a new primary user immediately.</p>	<p>If a secondary user leaves, you must do everything you can to make sure they can't access Business Internet Banking anymore, including removing them from Business Internet Banking.</p>
Misuse of the service	<p>If you think a primary user is misusing the service you must replace them. You must also inform us immediately.</p>	<p>If you think a secondary user is misusing the service, you must immediately revoke their access. You must also inform us immediately.</p>

5. Giving us instructions

For most of our services, you and your nominated users will need security details.

We'll:

- ◆ act on instructions through Business Internet Banking given by you, primary users or secondary users (who have passed our security checks);
- ◆ act on all instructions through Business Internet Banking as long as they appear to be valid, even if they conflict with other mandates; and
- ◆ accept instructions by telephone through the helpdesk, to reset a password, or revoke or deactivate a primary or secondary user's access.

You must agree limits with us on the amount of money that can be paid out on instructions through Business Internet Banking.

When we won't carry out an instruction

In addition to the reasons set out in your Product Terms, we may delay or not carry out an instruction if:

- ◆ it would exceed the limit on your account;
- ◆ it would exceed the limit of a nominated user;
- ◆ we think it is fraudulent; or
- ◆ we want to investigate it.

If we can, we'll let you know if we aren't going to carry out a payment transaction.

6. Keeping up security

We'll do all we reasonably can to prevent unauthorised access to your accounts through Business Internet Banking. You and your nominated users must also act reasonably to prevent misuse of your accounts through Business Internet Banking including not disclosing security details to anyone (other than a third party service provider that you've authorised). If not, we may block access to Business Internet Banking to protect you and us from unauthorised use.

If someone else tries to access, or has accessed, your accounts through Business Internet Banking without your permission you must contact us as soon as possible. We'll ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation.

You should also check your Product Terms as they may contain more detail about keeping your accounts or products secure.

You can find more information and tips about using our Business Internet Banking services, including how to keep your accounts secure and how to make payments, in the HSBC UK Business Banking Made Easy brochure, in our guides and on our website.

7. Upgrades and availability

From time to time we may make changes to the Business Internet Banking service (such as introducing new features).

Depending on the update, you and your nominated users may not be able to use Business Internet Banking until you have updated your browser or software. You may also need to agree to new terms if you want to continue to use the services.

The Business Internet Banking service will be available 24/7, unless:

- ◆ we're making changes to our systems or if we can't provide the services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services for any reason); or
- ◆ your or your nominated users' internet connection, mobile device or network fails.

You'll still be able to use your accounts through other channels (e.g. Telephone Banking or by contacting us) so we won't be liable to you if Business Internet Banking is unavailable.

8. What's our liability to you?

We provide Business Internet Banking "as is", and it's your responsibility to ensure you and your nominated users use it in an appropriate way. We may also provide tools that you can use with our products and related services if you want to. We'll take reasonable care to make sure that they work as described, but you shouldn't solely rely on them and we won't be responsible if they don't always work as you expect. You should monitor your accounts regularly to check that any tools are operating in the way you expect. Our responsibility is to provide the relevant product or service in accordance with the terms.

We'll take reasonable care to ensure that any information we provide to you reflects the information we hold or, if it is provided by a third party, that it reflects the information we receive. Where information is provided by a third party we can't guarantee that it is accurate or error free. We'll explain when information we provide through Business Internet Banking is subject to restrictions or if we provide it on a specific basis (for example, if it's only accurate at a particular date).

We'll use reasonable skill and care to ensure that Business Internet Banking is safe and secure and does not contain viruses or other damaging property, for example by incorporating security features into it however, we can't guarantee that this will be the case or that no damage will occur to your data, software, computer, mobile device or other digital content.

We won't be responsible:

- ◆ for any equipment, software or user documentation which someone other than us produces for use with Business Internet Banking;
- ◆ for any service you or your nominated users use to access Business Internet Banking or which is accessed through Business Internet Banking which we don't control; and

- ◆ if you or your nominated users can't access Business Internet Banking.

If you or your nominated users use Business Internet Banking outside the UK, we won't be liable to you or your users if this does not comply with any local laws. We may block your access to our Business Internet Banking services if you or your nominated users try to access them from a country that is subject to sanctions (even if a user is only there for a short period of time).

9. How you can end this service

When?

You can end this service and deregister from Business Internet Banking at any time by contacting us.
If you do this, and you were receiving statements, documents and correspondence from us electronically, we'll send you these on paper again.

How?

By:

- ◆ writing to us at: **HSBC UK Bank plc, Customer Information, PO Box 6201, Coventry V3 9HW;**
- ◆ contacting us in branch or by telephone.

You can stop using Business Internet Banking at any time but if you want us to deregister your accounts you need to let us know.

10. How we can end this service

We can end this service at any time, with or without notice, for any of the reasons set out in your Product Terms.

We can also end this agreement immediately and without notice if:

- ◆ you haven't used Business Internet Banking for 3 months; or
- ◆ all accounts or services which you can access through Business Internet Banking have closed.

11. Changes we can make

From time to time we may make changes to these terms (such as introducing specific charges).

We need this flexibility so that we can manage our Business Internet Banking services over a long period of time. We'll give you 2 months' notice of the change and explain the impact. If you don't want to accept the change, you can end this service and deregister from Business Internet Banking at any time before it comes into effect. If we don't hear from you, we'll assume you've accepted the change and it will take effect automatically.

We'll also make changes that we reasonably believe are to your advantage. If we do this, we'll tell you within 30 days of making the change.

12. Things you should not do

You and your nominated users must not use Business Internet Banking for anything other than accessing and managing your accounts. In particular, you must not:

- ◆ use it for anything illegal or inconsistent with these terms;
- ◆ seek to copy, reproduce, modify or tamper with it in any way;
- ◆ attempt to make any income directly from using it;
- ◆ use it on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up to date anti-virus, anti-spyware software, firewall and security patches installed on it;
- ◆ use it in a way that could damage or affect our systems or security or interfere with other users, or restrict or inhibit anyone else's use of Business Internet Banking; or
- ◆ collect data from us or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services.

13. Other things you should know

We may transfer our rights and our obligations under these terms to someone else. We'll tell you if we do this. You can't transfer any of your rights and obligations under these terms to anyone else.

We (or another member of the HSBC Group) own or have a licence to all content and material used in Business Internet Banking and its arrangement.

14. Using secure messaging

We can't deal with all requests by secure message, for example, payment instructions.

We'll let you know if we can't deal with your request. We also won't respond to inappropriate messages.

15. What courts and laws apply to these terms?

The Business Internet Banking service is governed by English law and the courts of England shall have non-exclusive jurisdiction over us and you.

Important information

Privacy

Your privacy is important to HSBC.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information.

You can also find it at: www.hsbc.co.uk

You must ensure that every connected person whose information you (or anyone else on your behalf) provided, or will provide, to us or a member of the HSBC Group has been notified and agreed to the processing, disclosure and transfer of their information as set out in our Privacy Notice. You must at the same time advise individuals that they have rights of access to, and correction of, their personal data.

What's a 'connected person'?

A 'connected person' is a person or legal entity whose information (including personal data or tax information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with these terms.

A connected person could be any guarantor, a director or officer of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, recipient of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that's relevant to your relationship with the HSBC Group.

Trademarks

"HSBC" and our Hexagon logo are registered trademarks.

How we are authorised

HSBC UK Bank plc is a company registered and established in England and Wales under registration number 09928412. Our registered office is at **1 Centenary Square, Birmingham, B1 1HQ, United Kingdom**. Our VAT registration number is GB365684514.

HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (our firm reference number is 765112).

hsbc.co.uk

Issued by HSBC UK Bank plc.

Customer information:

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