

# HSBC – Fraud and Cyber Awareness App – App Terms

Effective from: 22 July 2022

## **1. About the app**

HSBC UK Bank plc (we, us) provides this app to give you access to articles, guides, alerts and videos on the latest fraud trends. These App Terms are an agreement between you and us for your use of the app, on a non-exclusive basis, and will start when you download the app and use it for the first time. You should stop using the app immediately if you don't agree to these App Terms.

We're not offering or providing you banking services or products under these App Terms.

If you're an HSBC customer, we don't link your usage of the app to any products and/or services. Should you need to speak with us, you should get in touch using our direct communication channels.

## **2. Using the app**

When you use the app, you agree to use it in a lawful, fair and ordinary way. You should install device and app updates when they become available. Do not use the app on any device that has been modified (jailbroken or rooted) from its original factory state and do not copy, modify, adapt, decompile or reverse-engineer all or any part of the app. You need to comply with any applicable third party agreements when using the app.

In respect of the app, all claims, damages and costs (including data and roaming charges) related to your use of the app, information provided by you, breach by you of these App Terms, any third party agreements you enter into, use of any intellectual property or other right of any person are also your sole responsibility.

### **3. Suspension of the app**

There may be circumstances where we need to suspend your access to the app. We may block access to the app if you're using the app in a way that doesn't comply with these App Terms or if a legal/regulatory authority requests us to do so. From time to time, we may need to temporarily suspend your access to carry out system changes or until you've downloaded the most recent app version. Sometimes, if your device or operating system is too old, the app may no longer work on it and you will need to upgrade the device or update the operating system to get access to the app.

### **4. No guarantees**

We've taken reasonable steps to ensure the app works and functions as described and is safe and secure, but we provide the app "as is". This means we can't guarantee that access will be uninterrupted or that there will be no delays or failures. We also can't guarantee that viruses and other destructive properties will not be transmitted to your device or that your device will not be damaged whilst using the app. If we do not take reasonable steps to ensure the app works and functions as described or is safe and secure and you suffer loss and/or damage to your data, software, device, digital content and/or other equipment then we will be liable.

We've also taken reasonable steps to ensure the accuracy, currency and completeness of the information contained in the app, but we provide it "as is", "as available" and we do not give or make any warranty or representation of any kind, express or implied. We're not responsible or liable for information provided to us by a third party. If you suffer loss and/or damage as a result of your use of or reliance on the information contained in the app because we do not take reasonable steps to ensure the accuracy, currency and completeness of information, then we will be liable.

Otherwise, we're not responsible if you incur any loss as a result of using the app or your reliance on the information contained in the app.

### **5. Third party websites, apps, software or services**

The app may offer access to third party websites, apps, software or services. We're not responsible for these or content from them and do not endorse them.

Following links to any other websites will be at your own risk and we will not be responsible or liable for any damages or in any other way in connection with third party website linking. We recommend that you review the relevant terms, privacy notices and cookie policies of these third party websites, apps, software or services before using them.

We're not responsible for the accuracy, timeliness or the continued availability or the existence of third party content, hyperlinks or third party websites or pages linked from this app. This app may offer access to news services, market analysis, financial planning tools or other information provided by third parties. We do not control, cannot guarantee, and are not responsible for, the accuracy, timeliness or the continued availability or existence of this content.

Where requested by you, we may provide third parties with information that you've given to us in connection with their apps, software or services. We accept no liability or responsibility if that information is wrong.

## **6. Information not recommendation**

Information or opinions contained in the app do not constitute advice or recommendation by us. Taking any action based on any information or content contained in the app is at your own risk. Always consider all information available to you, consult qualified professional adviser(s) and get relevant financial, legal, accounting, tax and other advice before taking any action that might affect you.

## **7. Intellectual property**

We and our licensors own all intellectual property rights in the app. You don't own it and only have the right to use the app as permitted by these App Terms. We reserve all other rights in the app. You're not entitled to grant any rights to any third party in relation to the app. Any feedback you provide about your use of the app is our sole and exclusive property, along with any improvements, changes, bug fixes or modifications that we make to the app from your feedback.

You must not:

- (a) copy or reproduce all or any part of this app,
- (b) alter, modify or adapt all or any part of this app,
- (c) remove or tamper with any copyright notice attached to or contained within this app, or
- (d) carry out reverse engineering of this app.

## **8. Use of your personal information and use of cookies**

We may gather personal information about you through your use of the app. If we do, we'll use it in line with our privacy notice, which may be updated from time to time and is available on our website.

## **9. Cookies**

We may use cookies and similar technologies to distinguish you from other users of this app, to improve your experience when accessing this app, and to improve the app. Detailed information on the cookies we use (if any) and the purposes for which we use them will be set out in a Cookie Notice in the app if we use any. We may also update our Cookie Notice from time to time. The latest version of our Cookie Notice is available in the Settings tab of the app.

## **10. Changes we can make**

If we make changes to these App Terms, we'll give you at least 30 days' notice of the change. If you use the app after the notice period ends, then the changes will take effect automatically. You can view the current version of the App Terms in the app.

## **11. Termination**

We may end these App Terms immediately and without notice which may include removing the app from the Apple Inc. (Apple) App Store and/or the Google LLC (Google) Play Store:

- (a) if you seriously or persistently break any part of these App Terms,
- (b) if Apple or Google withdraws or if we need to withdraw the app for any legal or regulatory reason, or
- (c) we have concerns around the security of your device or your device may be used for the purposes of fraud, including where you have failed to apply security updates.

We may end these App Terms for any other reason by giving you at least two months' notice.

You can end these App Terms by deleting the app from your device at any time.

You should delete the app from your device if your App Terms are terminated or you change/dispose of your device.

## **12. Applicable law**

English law governs these App Terms. You agree that the courts of England will deal with any claim you may have relating to these App Terms.

## **13. Language**

The original language of these App Terms is English. If these App Terms are translated into any language other than English, the English language version of these App Terms will prevail if there's any conflict.

## **14. Other things you should know**

We, and not Apple or Google, are responsible for the app and its content, including:

- (a) any claim that the app fails to conform to any applicable legal or regulatory requirement,
- (b) claims arising under consumer protection, privacy, or similar legislation, and
- (c) if the app or your possession and use of the app infringes a third party's intellectual property rights, the investigation, defence, settlement and discharge of any such claim.

Neither Apple, nor Google nor any other provider has any responsibilities or obligations to you in relation to the app and won't provide any maintenance or support services.

In relation to the Apple app, if the app fails to comply with any applicable warranty, notify Apple and Apple may refund any purchase price you've paid for the app.

Neither Apple, nor Google have any warranty obligations with respect to the app and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform with any warranty will be our sole responsibility.

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a 'terrorist supporting' country and you are not listed on any U.S. Government list of prohibited or restricted parties.

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

Apple, Google and each of their subsidiaries will be third party beneficiaries to and may enforce any of the rights in these App Terms against you.

If you use the app outside the UK, we won't be liable to you if this does not comply with local laws.

If any part of these App Terms becomes invalid, illegal or unenforceable, this won't affect the remaining terms.

Nothing in these App Terms will reduce your statutory rights. All exclusions of liability apply only as far as the law permits.

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# Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak to us using the live chat on our website, by visiting one of our branches or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more, please get in touch. You can also visit [business.hsbc.uk/accessibility](https://business.hsbc.uk/accessibility) or [business.hsbc.uk/contact-us](https://business.hsbc.uk/contact-us).

## **business.hsbc.uk**

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**Customer Information:** Customer Service Centre, BX8 1HB.

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