

HSBC Open Payments End User Terms

1. What do these terms cover?

These terms cover your use of HSBC Open Payments and form an agreement between you and us. By "us" or "we" we mean HSBC UK Bank plc.

Each time you use HSBC Open Payments service, you accept these terms. We may update these terms at any time without giving notice to you.

2. Contacting us

You can contact us by any of the methods shown below. We'll communicate with you at all times in English.

- ◆ By telephone by calling 03457 6060 600. From the UK or if you are overseas by calling +44 1226 260 878 and please ask for "insert name of team".
- ◆ By email by writing to commercial.customer.relations@hsbc.com – Subject: "HSBC Open Payments enquiry"
- ◆ Text phone by calling 03457 125563 from the UK
- ◆ By completing our online form at <https://www.business.hsbc.uk/en-gb/gb/generic/complaints> By post writing to HSBC UK Bank plc, PO Box 760, Fareham, PO14 9TE

3. HSBC Open Payments service

You can use HSBC Open Payments to initiate a payment for your online purchase directly from your bank account (your "**account**") using your online banking service. You can find out more about how this works in our FAQs <https://www.business.hsbc.uk/en-gb/everyday-banking/ways-to-bank/online-banking/hsbc-open-payments> This service is called a payment initiation service and it is available for sterling transactions only. We will not charge you for using HSBC Open Payments and we never ask you to share your online banking security details such as passwords or security codes.

These terms do not change the terms and conditions that apply to your account, including any applicable cut-off times and execution periods for payments from your account, and your bank may charge you a fee to make the payment using HSBC Open Payments.

How does HSBC Open Payments work?

If you choose Pay by bank account at a merchant's online checkout, you'll be asked to select the bank where you hold your account(s). We will then show you a 'Payment Request' screen with the following information about your transaction that you must review and confirm is correct:

- ◆ The payment amount
- ◆ The beneficiary's name (usually the name of the merchant you are purchasing from), sort code and account number;
- ◆ The name of your bank; and
- ◆ A unique reference so you can track your payment on your account statement.

You will then be redirected to your bank's online portal or mobile banking app for authentication before your payment order can be initiated by us.

Authentication and choosing your account

Once you are redirected to your bank's online banking portal or mobile banking app, you'll need to authenticate yourself as required by your bank. If you have more than one account, your bank may ask you to confirm which account you want to make the payment from.

Initiation and confirmation of the payment order

We will then initiate the payment by submitting the payment order to your bank for execution or inform you if we are unable to process and initiate your payment order for any reason.

We'll confirm the details of your payment order on screen once it has been successfully initiated, or let you know if the initiation of your payment has been unsuccessful or is taking longer than usual to process, before you are redirected back to the merchant's website or app.

Remember that once you've used our payment initiation service to make a purchase we cannot cancel or stop that payment transaction.

4. Refusing payment orders

There may be instances where we will not process and submit your payment order to your bank for execution, for example, if we reasonably believe:

- ◆ There is a breach of security or misuse of your payment device
- ◆ There's been fraudulent or criminal activity of any kind. It doesn't matter whether it's linked to your account with your account provider or your purchase and it's reasonable for us not to send the payment order
- ◆ Sending the payment order would cause us to break the law. Or to do so would go against a regulation or code we follow, a court order or other duty, a requirement or obligation
- ◆ We face action or censure from any government, regulator or law enforcement agency.

5. Refunds

We are not responsible for processing refunds and we cannot request a refund from a merchant on your behalf. You must contact the merchant to discuss how to get a refund for any purchase you made using the HSBC Open Payments service.

6. Who to contact if you need help

HSBC UK

You should contact us if you have a question about HSBC Open Payments or if you need information on the transaction or if us if there's a technical problem with the HSBC Open Payments service, for example if you are not redirected from the merchant's website to your bank's online banking portal or mobile application. You can contact us using the details in the '**Contacting us**' section above.

Your Bank or Building Society

You will need to contact your bank if:

- ◆ You suspect that someone has made an incorrect or unauthorised payment from your account using the HSBC Open Payments service
- ◆ The merchant's details you've confirmed are incorrect or you want to dispute or query the payment for any other reason
- ◆ You're not able to complete your authentication or you're not able to login to your online banking or mobile application
- ◆ You've logged in to your online banking or mobile application and your bank rejects the payment for any other reason, for example because there are insufficient funds on your account.

The merchant you purchased from

You should contact the merchant if you have a complaint or query about the goods or services you purchased or if you want a refund for something you paid for using HSBC Open Payments. We cannot help with refunds for faulty items or for issues with delivery of your purchase.

We're not responsible for any complaints or disputes about purchases you make using the HSBC Open Payments. You should settle these with the merchant that you purchased the goods or services from. We're also not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using HSBC Open Payments.

7. Availability

HSBC Open Payments 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 to us for any reason or your bank's online banking system is down). We will not be liable for any losses you may suffer if HSBC Open Payments is not available.

HSBC Open Payments or some features of it may not be available or may vary depending on your computer, mobile device or operating system, or the terms of your relationship with your account provider.

8. What's our liability to you?

We provide HSBC Open Payments "as is" and it's your responsibility to use them in an appropriate way. 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 work as you expect. Our responsibility is to provide the HSBC Open Payments Service in accordance with these terms.

It's your responsibility to ensure that your device has an up to date operating systems and is capable of accessing your bank's online banking website or mobile application. We cannot guarantee that we will continue to support the operating system on your device.

9. When we aren't responsible for things that go wrong

We'll do all we can to carry out our side of the agreement but we are only responsible for how HSBC Open Payments operates. We're not responsible for any losses you may have if we aren't able to perform our obligations under the agreement because of:

- ◆ Legal or regulatory reasons.
- ◆ circumstances we couldn't predict or that aren't normal, that are outside our (or our agents' and/or subcontractors') control and that we couldn't have avoided even where we used all of our efforts to, for example industrial action or mechanical failure.

10. If you have a complaint about HSBC Open Payments

If you have a complaint or question about HSBC Open Payments, you can contact us using the details in the '**Contacting us**' section above. Within five working days, we'll let you know in writing we've received your complaint. We'll then keep you up to date about our progress until we've finished looking into your complaint.

If you still aren't happy, you may be entitled to refer your complaint to the ombudsman service. Here are the details to use for the UK:

The Financial Ombudsman Service	
	Address: Exchange Tower, London E14 9SR Tel: 0800 023 4567 or 0300 123 9123 Email: complaint.info@financialombudsman.org.uk www.financial-ombudsman.org.uk

If you are not eligible to use the Financial Ombudsman Service, then please note we do not use any other alternative dispute resolution service.

11. Which country's courts and laws apply?

These terms are governed by English law and English courts shall have jurisdiction over any dispute.

12. Trademarks and copyright

The HSBC wordmark and/or HSBC branded logo displayed as part of these terms and the HSBC Open Bank service are owned by HSBC UK Bank plc unless otherwise noted. Your use of the HSBC Open Payments does not grant you any right or permission to use any HSBC owned trademark or other copyrighted material including these terms.

13. Authorisation details

HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 765112. You can check these details by visiting the Financial Conduct Authority's website www.fca.org.uk or contacting them on 0800 111 6768.

HSBC UK Bank plc is a company incorporated under the laws of England and Wales with company registration number 09928412 and its registered office at 1 Centenary Square, Birmingham, B1 1HQ. HSBC UK Bank plc's registered VAT Number is GB 365684514.

14. Accessibility

To find out more about our accessible services please visit hsbc.co.uk/accessibility or ask at any of our branches. If you'd like this in another format such as large print, Braille or audio, please contact us.

A textphone service is available for customers with hearing and/or speech impairments. If you use your own textphone you can call us on 03457 125 563 (+44 207 088 2077 from outside the UK). BSL Video Relay Service is also available (Monday-Friday 8am-6pm, excluding Bank and Public Holidays) at hsbc.co.uk/accessibility.

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