

TERMS AND CONDITIONS FOR ONLINE BANKING/ PERSONAL INTERNET BANKING

THE CUSTOMER MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES. BY REGISTERING TO USE THE SERVICES THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME.

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1. Terms of use for HSBC Online Banking/Personal Internet Banking

These Terms and Conditions explain the Customer responsibilities and obligations relating to services and Information that the Customer may use or request from HSBC India, or HSBC India would provide to the Customer through HSBC Online Banking/Personal Internet Banking.

These Terms will be displayed during Registration for the Services. The Terms will not be displayed again on subsequent visits to the site unless HSBC India changes them, at which time they will be displayed for the Customer review and acceptance. These Terms will however be available for viewing under the master menu of the logged in session of HSBC Online Banking/Personal Internet Banking.

Also there are secure usage guidelines made available under the Online Security page of HSBC website www.hsbc.co.in and before using these services, the customer is required to have gone through the content and has understood the same.

Definitions: In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise.

- **'Application Form'** means the Application Form provided to the Customer by HSBC India for the purpose of applying for access to the Online Banking/Internet Banking services
- **'Bank'** means The HongKong and Shanghai Banking Corporation Limited, India, a Company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its Registered Office at 1, Queens Road Central, Hong Kong and its India corporate office at 52/60 Mahatma Gandhi Road, Fort, Mumbai - 400 001 (hereinafter referred to as 'HSBC India')
- **'Customer'** refers to Customer named in the account opening Application Form and shall, where the context requires, include any authorised representative of the Customer
- **'eStatement'** means an electronic version of statement generated which can be accessed through HSBC Online Banking/Internet Banking service

- **'HSBC Group'** includes HSBC Holdings plc along with its subsidiaries, affiliates and/or any of their branches
- **'Information Provider'** refers to any person, other than HSBC India, who supplies the Information and includes any person who supplies any Information to an Information Provider
- **'Information'** refers to any financial, market or other Information and data supplied by the Bank or any Information Provider and made available to the Customer through the HSBC Online Banking/Internet Banking service
- **'Instruction'** means any request or Instruction that is received from the Customer by HSBC India through Online Banking/Internet Banking Service
- **'Online Banking/Internet Banking Services'** refers to a service offered by HSBC India through which a registered Customer may conduct enquiries or perform transactions on its website www.hsbc.co.in
- **'Internet Site'** or **'Banks website'** refers to any Internet site established, operated and/or maintained by HSBC India or on HSBC India's behalf to facilitate the provision of the Services to the Customer
- **'Password'** means a 8-30 confidential character alphanumeric Password adopted by the Customer for accessing the Services or executing Instructions through the Services
- **'Reports'** refers to updates compiled from the Information in any form, medium or means
- HSBC India Mobile Banking app means an application which allows the customer to carry out certain transactions from his registered mobile device/handset
- **'Security Device'** means an electronic device designated by HSBC India for use by Customers to generate the Security Code which will generate a one-time passcode of 6 random digits which change every 16 seconds
- **'Digital Secure Key'** means a feature within the Mobile Banking app which is used to generate a unique, single use security code on supported mobile devices each time. Please refer the Mobile Banking FAQs section on the public website for list of supported devices
- **'Security code'** or **'Digital Secure/Security Code'** means a one-time 6-digit passcode generated by the Security Device or Digital Secure Key for use by a Customer to access the Services including authorising certain transactions on Online Banking/Personal Internet Banking as required by HSBC India
- **'Transaction Data Signing'** means re-authenticating a transaction on HSBC Online Banking/Personal Internet Banking with a security/digital secure code. The re-authentication code is a six- digit security code generated by the physical Security Device or the HSBC India Mobile Banking app upon entering the last 8 digits of the beneficiary account number when the customer is trying to add a beneficiary or a biller on Online Banking/Personal Internet Banking
- **'Security Question'** refers to identity validation questions which a Customer may have to answer after registering for Online Banking/Internet Banking service
- **'Services'** refers to the Online Banking/Internet Banking Service provided by HSBC India to the Customer as described in section 2 of Online Banking/Personal Internet Banking Terms and Conditions
- **'SMS Passcode'** or **'One-time Activation Code'** or **'SMS OTP'** means a one-time 6-digit passcode that would be sent to a Customers mobile number registered on HSBC India record
- **'Terms'** means these terms and conditions, as modified from time to time in accordance with the terms hereof, including any supplementary terms for the provision of the Online Banking/Internet Banking Services, published from time to time which shall form part of the Terms
- **'Third Party Product'** refers to any product and/or service of third party which is offered by or through the intermediary of HSBC India
- **'Third Party Transfers'** refers to transfer of funds by the Customer to third party accounts which are not owned by the Customer initiating the funds transfer
- **'Transfer limit'** refers to a limit assigned under the Online Banking/Internet Banking Services for transferring funds to other accounts within HSBC India
- **'User ID'** or **'Online Banking/Internet Banking ID'** or **'Username'** refers to the unique identifier, by whatever name called, which is self-generated by each Customer in connection with the Services

2. Services

- a. HSBC India shall provide, subject to these Terms and Conditions, Online Banking/Internet Banking Services and facility from time to time through any Internet Site established, operated and/or maintained by or on behalf of HSBC India and enable Customers to give Instructions to and communicate with it for the purposes of conducting Banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, Information, benefits and privileges from HSBC India and/or members of the HSBC Group.
- b. As part of the Online Banking/Internet Banking Services, HSBC India may make available via any Internet Site financial, market or other Information and data supplied by any person and may provide Reports compiled from Information in any form, medium or means.

- c. HSBC India has the right to determine and vary from time to time the scope and type of the Online Banking/ Internet Banking Services to be made available including, without limitation:
 - i. expanding, modifying or reducing the Online Banking/Internet Banking Services at any given point of time. However, a prospective notice of 30 days will be given to the Customer in case of any impact and/or modification to his HSBC Online Banking/Personal Internet Banking account and related services.
 - ii. imposing and varying any restrictions on the use of the Online Banking/Internet Banking Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Online Banking/Internet Banking Services.
 - iii. prescribing and changing the normal service hours during which the Online Banking/Internet Banking Services are available and any daily cut-off time for any type of Online/Internet Banking Services or transactions. In case of any scheduled maintenance/downtime, the Customer will be informed 5 days prior to the same on the HSBC Online Banking/Personal Internet Banking homepage; save and except in the event of any preventive maintenance that HSBC India needs to conduct to ensure timely and secure services, where no notice may be issued by HSBC India. Any Instruction of the Customer received by HSBC India after any applicable daily cut-off time shall be deemed to be received on the next business day. HSBC India may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones.
 - iv. reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilised the relevant Service(s) for a period of time that HSBC India may designate from time to time or otherwise as part of its internal risk control programme.
- d. HSBC India may require the Customer to nominate or register specific account(s) for the purposes of the Services.
- e. **Third party Online/Internet Banking transfer limits:**

We have preset third party online transfer limits for new customers who register for the first time for Online/ Internet Banking. This limit applies for online transfers to other third-party accounts within and outside HSBC. These limits can be viewed under the 'Internet Banking limits' option on the move money tab. Customers have the option to place a request for change of these limits, subject to the maximum limit set by the Bank. Customers who want to transfer amounts higher than this limit are requested to get in touch with their Relationship Manager or visit the nearest HSBC India branch for executing such transfers.
- f. Services available through Online Banking/Personal Internet Banking and needing a physical Security Device or Digital Secure Key is available on HSBC India's Website.

3. Governing Terms and Conditions

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, Information, benefits and privileges from HSBC India and/or other members of the HSBC Group as shall be made available from time to time. Transactions and dealings affected by using the Services are subject to these Terms and Conditions and other related terms issued by HSBC India including the Privacy and Security Terms of Use and Hyperlink Policy currently published on its Internet site where the Services are provided. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, Information, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

4. Use of the Services

- a. To access the Services for the first time, the Customer is required to register online or in such other manner as HSBC India may from time to time specify and indicate his acceptance of all the terms and conditions governing the use of the services and to provide such Information as HSBC India may reasonably specify for identifying him/ her.
- b. By registering to use the Services, the Customer warrants that all Information provided by the Customer to HSBC India in relation to the Services is true, complete and up-to-date. HSBC India shall not be required to independently verify the same.
- c. The Services are for the sole and exclusive use by the Customer.
- d. The Customer shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer shall notify HSBC India as soon as practicable if he becomes aware of such use.
- e. The Customer will not receive paper statements and paper advices for those Bank accounts that are linked under this Service. If the Customer does not wish to access the statements or advices through Online Banking /Internet Banking, then the Customer can opt for paper statements or paper advices by sending a secure message request through the 'Send Secure message' option of HSBC Online Banking/Personal Internet Banking.
- f. To access HSBC Credit Card E-statements Customer will first need to opt for E-statements by sending a secure message request through the 'Send Secure message' option of HSBC Online Banking/Personal Internet Banking.

- g. Any exchange rate, interest rate, dealing rate and other prices and Information quoted by the Bank on the Internet site(s) or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and Information offered by HSBC India for the purpose of the relevant transaction shall be binding on the Customer upon the Customer confirming his acceptance irrespective of any different rate, price or Information quoted by HSBC India.

5. Username, Password, Security Questions, Digital Secure Key, Security Code and Transaction Data Signing

- a. The Customer shall follow the guidance provided by HSBC India during registration online in designating the user identification code, the Password, and setting up the Security Questions for identifying the Customer for the purposes of the Services.
- b. In the event of the credentials like Online Banking/Internet Banking Username or password or security code/digital secure code used does meet the existing customer details in possession of HSBC India for logging onto Online Banking/Personal Internet Banking, the Customer will be required to provide additional details in the form of Date of Birth for the subsequent attempts as an additional authentication to avoid any fraudulent attempt of logging into customers account.
- c. The Customer may change the Password and the Security Question and Answer at any time by using the 'Forgotten your password' option available on HSBC Online Banking/Personal Internet Banking and/or by speaking with the HSBC India's Contact center. Further, if the Customer fails to verify credentials wherever required for any such change, the required change will not be accepted by the Bank.
- d. Whilst HSBC India facilitates basic Online Banking/Internet Banking access after validating the Username and Password it may, in its sole discretion require a Customer to use a Security Device or Digital Secure key or a SMS passcode to access select Online Banking/Internet Banking services.
- e. In order to transact on certain specific screens which, require Transaction Data Signing/re-authentication, the Customer will first need to set a onetime 6-digit PIN for the Security Device before he starts using the Security Device. The Customer will need to remember this Security Device PIN or the mobile Banking app PIN and use it at all times whenever he needs to initiate any transaction that requires Transaction Data Signing and/or re-authentication.
- f. The Customer can logon to their respective account from multiple devices/computers at the same time, using the existing credentials.
- g. The Customer shall be responsible and act in good faith, exercise reasonable care and diligence in keeping the Username, the Password, the Security Questions, the Security Device, Mobile Device, Security Device PIN and the Digital security code, HSBC India Mobile Banking app PIN in secrecy. At no time and under no circumstances shall the Customer disclose the same or permit the same to come into the possession or control of any other person.
- h. It will be the sole responsibility of the Customer to order a Security Device on the HSBC India's Online Banking/Internet Banking site or request for a replacement device by calling the Contact Center if the Security Device previously issued has failed to function or report the same lost/misplaced as the case may be. The Customer shall be liable to pay charges as specified in tariff sheet available on HSBC India's Website for procuring the Security Device.
- i. From the date of request for the Security Device, HSBC India will offer 30 days Grace Period to the Customer for activating the Security Device. The Grace Period will be displayed during logon for a maximum period of 30 days from the date of request of the Device or until activation of the Security Device, whichever is earlier. The Customer will be able to view the Grace Period after successfully validating his/her Username and Password however on expiry of the Grace Period the Customer will need to necessarily activate the Security Device.
- j. Effective February, 2021, physical Security Device will no longer be provided by the Bank and customer is required to download the 'HSBC India' Mobile Banking app and subscribe to Digital Secure Key services. However, the existing Security Device will continue to function as long as the device is in working condition. Upon a need for replacement device, you are required to download the Mobile Banking app for using the Digital Secure key features.
- k. HSBC India's Credit Card Customers who have opted for basic Online Banking/Internet Banking service will be sent a onetime passcode by SMS on a mobile number registered on HSBC India records. This passcode validation will be required for select Online. Banking/Internet Banking transactions and would need to be used by the Customer during or after logging on to Online Banking/Internet Banking.
- l. Upon notice or suspicion of the Username, the Password, the Security Questions/Answer and/or the Security Code, digital security code or the HSBC India Mobile Banking app PIN being disclosed to, and/or the Security Device or the mobile phone or devices which has the HSBC India Mobile Banking app registered being lost or has otherwise come into the possession or control of any unauthorized person or any unauthorized use of the Services being made, the Customer shall notify HSBC India in person as soon as practicable or by telephone at such telephone number(s) as HSBC India may from time to time prescribe (and it may ask the Customer to confirm in writing any details given) and, until HSBC India's actual receipt of such notification, the Customer shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorised purposes.

6. Customer's Instructions

- a. The Customer is required to quote any one or more of the Username, the Password, the Security Questions, the Security Code, digital security code, HSBC India Mobile Banking app PIN and any other identifiers as shall be prescribed by HSBC India from time to time in order to logon to the Services and give Instructions to HSBC India online. Instructions in connection with the Services shall not be considered to be received by HSBC India unless they are given in such manner as it may prescribe from time to time and until it has actually received them.
- b. Any Instruction given in connection with the Services by quoting the Username, the Password, the Security Questions, the Security Code, digital security code, HSBC India Mobile Banking app PIN and such other identifiers of the Customer as prescribed by HSBC India, once given, may not be rescinded or withdrawn without the consent of HSBC India or the relevant member of the HSBC Group. All such Instructions given, including the set-up of pre designated or non-designated third party payment limits through an online request, as understood and acted on by HSBC India or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. HSBC India and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such Instruction or the authenticity of such Instruction apart from verifying the Username, the Password, the Security Questions, the Security Code, the Digital Security code, HSBC India Mobile Banking app PIN and such other identifiers (if any) of the Customer.
- c. HSBC India will only act on an Instruction so far as it is in its opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- d. Advice or confirmation that an Instruction has been received and/or a transaction has been effected through the Services will be provided by HSBC India online. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of the Customer to check such advice or confirmation. It is also the duty of the Customer to enquire with HSBC India if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- e. Information relating to any account or transaction made available on the HSBC Online Banking/Personal Internet Banking is for reference only. HSBC India's records of such account and transaction shall be conclusive unless and until the contrary is established.
- f. Where HSBC India knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts of the Customer or the Services generally, it may, in its absolute discretion and without any liability, refuse to act on or delay acting on the Instruction and in that event, HSBC India will, to the extent possible, inform the Customer as soon as practicable.

7. Fees

HSBC India reserves the right to charge fees in relation to the use and/or termination of the Services including, without limitation, to impose a charge for its provision of the Security Device and to revise such fees. HSBC India shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective, which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as HSBC India may specify.

8. Customer's Undertakings and Responsibilities

- a. The Customer shall provide such Information as HSBC India may from time to time reasonably request for the purposes of providing the Services. The Customer shall also ensure that all Information provided to HSBC India is at all times accurate, complete and up-to-date including, without limitation, the Customer's address and other contact details.
- b. HSBC India will take reasonable care to ensure that Information about the Customer which is stored or transmitted using the Services remains confidential and is not disclosed to any third parties outside the HSBC Group without the Customer's written permission. However, the Customer authorises HSBC India to disclose or share Information relating to him or his accounts (as the case maybe):
 - i. to any agent, contractor or Third Party service provider who provides services to HSBC India in connection with the operation of its business;
 - ii. in respect of the Customer's application for Third Party Product (if and when made available, apply for any Third Party Product by submitting the relevant application through the intermediary of HSBC India), to the relevant Third Party provider to the extent necessary for the purpose thereof; and
 - iii. where HSBC India is obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where it reasonably thinks it necessary in order to give effect to any Instruction or generally to enable HSBC India to provide the services. The Customer and HSBC India shall comply with all applicable data protection laws.
 - iv. The Customer confirms that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these Terms in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Customer

further agrees to indemnify and hold HSBC India harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.

- c. The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet site or any software comprised in them.
- d. The Customer acknowledges that it is the responsibility of the Customer to determine independently market prices and rates for trading purposes through his usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and any transactions and dealings which may affect the Customer under all applicable laws.
- e. The Services or any marketing/promotional messages displayed as part of the Services should not be regarded as an offer or solicitation to sell investments or make deposits or solicitation to subscribe to any other product or service, to any person residing in a jurisdiction outside India, where it is unlawful to make such an invitation or solicitation.
- f. The Customer acknowledges that it is the responsibility of the Customer to ensure that the use of the Services is in accordance with extant laws, rules and regulations (whether pertaining to India or any other country) as applicable to the Customer. In particular, the Customer acknowledges that it is the responsibility of the Customer to ensure that the use of the services is in strict accordance with the Foreign Exchange Management Act, 1999 and any rules/regulations there under (hereinafter referred to as FEMA) and that in the event of any failure to comply with the same, the Customer will be liable for action under the FEMA. In case of transactions effected in foreign currency using the Services, the Customer should promptly contact HSBC India and complete all necessary documentation, as required under FEMA. The Customer shall indemnify and hold HSBC India harmless from and against any/all consequences arising from the Customer not complying with the provisions of any applicable laws, rules or regulations.
- g. The Customer undertakes not to use the Services to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations.

9. Information and Information Providers

- a. The Customer acknowledges and agrees that the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'Confidential Information') are trade secrets and confidential and proprietary property of HSBC India and the respective Information Providers.
- b. Unless expressly permitted by these Terms, the Customer shall not attempt to:
 - i. sell, transfer, disclose, assign, convey, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential information in any form or by any means to any other person or commercially exploit any Confidential Information;
 - ii. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
 - iii. incorporate or combine the Confidential Information with any other programmes.
- c. The restrictions on disclosure shall not apply to any Confidential Information:
 - i. Where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to HSBC India;
 - or
 - ii. Where HSBC India has expressly agreed in writing to its disclosure.
- d. The Customer agrees that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of HSBC India and the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to these Terms and Conditions is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.
- e. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer's acceptance thereof.
- f. The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither HSBC India nor any Information Provider shall be considered an investment advisor to the Customer.
- g. Neither HSBC India nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit

for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer or any other person.

- h. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to HSBC India. HSBC India neither endorses nor expresses any comment on any Information supplied by any Information Provider nor assumes any duty to check or verify any Information.
- i. No warranty, representation or guarantee of any kind relating to the Information and/or the Reports is given or may be implied and no employee or agent of HSBC India or any Information Provider is authorised to give any such warranty, representation or guarantee.

10. Liabilities of HSBC India

- a. HSBC India will take reasonably practicable steps to ensure that its systems in connection with the services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to it from time to time.
- b. Neither HSBC India, nor any member of the HSBC Group nor any Information Provider warrants or represents that the services, the Information and the Reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- c. HSBC India may suspend any service provided to the Customer under the Services without notice where it considers it necessary or advisable to do so, for example to protect the Customer when there is a suspected breach of security or HSBC India needs to suspend the Services for maintenance or other reasons. Due to the nature of the Services, HSBC India does not warrant that access to the services shall be uninterrupted, timely, or error free. HSBC India will use reasonable efforts to inform the Customer without undue delay through the services, and/or its Website if any of the Services is not available. In the event that HSBC India has levied any charge to the Customer, which is specifically expressed to be for a particular service that is not available (which for the avoidance of doubt shall not mean any periodic fee charged for the Services as a whole) then it shall reimburse the Customer this sum. Other than reimbursing any sum as set out above, HSBC India will have no further liability to the Customer.
- d. HSBC India will make all reasonable efforts to ensure that the Security Device or the Digital Secure key feature of HSBC India Mobile banking app provided to the Customer will perform as necessary to permit access to the Services as and when required. The Customer must notify HSBC India immediately if any Security Device fails to function correctly and the only obligations that HSBC India has in respect of such Security Device is to replace the same with a new physical Security Device at no cost to the Customer but only:
 - i. upon the defective physical Security Device being returned to the Bank within 90 days of its date of issue, and
 - ii. if HSBC India is satisfied that there is no default or negligence on the part of the Customer which results in or contributes to the physical Security Devices failure to function correctly. Other than as specified in this Clause 5(e) HSBC India shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, HSBC India cannot be held liable for any loss or damages incurred or suffered by the Customer arising from the Customers failure to safe-keep and/or use the Security Device in accordance with its Instructions and recommendations.
- e. Unless Clause 10(b) applies or due to the gross negligence or willful default of HSBC India , any member of the HSBC Group or their respective officers or employees, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less), neither HSBC India nor any member of the HSBC Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:
 - i. use of the Services (including, without limitation, the use of the Security Device or the Digital Secure Key feature on HSBC India Mobile Banking app) and/or access to any Information as a result of such use by the Customer or any other person whether or not authorised;
 - ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the Security Device or Digital Secure Key feature on the HSBC India Mobile Banking app), in transmitting Instructions or Information relating to the Services or in connecting with the Internet site(s) caused by any acts, omissions or circumstances beyond the reasonable control of HSBC India including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
 - iii. transmission and/or storage of any Information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.

- f. In no event shall HSBC India, any member of the HSBC Group or any Information Provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.
- g. Subject to Clause 5(h) and if, in the reasonable opinion of HSBC India, there is no negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Services as a result of:
 - i. a computer crime which should have been prevented by the risks control and management measures had HSBC India adopted such measures in accordance with Clause 10 (a);
 - ii. a human or system error of HSBC India; or
 - iii. a missed or mis-directed payment caused by the gross negligence or willful default of HSBC India, its officers or employees.

11. Liabilities of the Customer

- a. Unless Clause 10(b) applies, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services (including, without limitation, the use of the Security Device or the Digital Secure Key feature on HSBC India Mobile Banking app) and/or access to any Information or Report or any other Information as a result of such use by the Customer or any other person whether or not authorised.
- b. The Customer shall indemnify, defend and hold harmless HSBC India and HSBC Group, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against HSBC India and HSBC Group, its directors and employees, representatives, agents, and Affiliates by a Third Party, to the extent that such claim, suit, action or other proceeding brought against HSBC India, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the Customer of Online Banking/Internet Banking with reference to:
 - iv. a violation of the Terms contained herein by the Customer;
 - v. any deletions, additions, insertions or alterations to, or any unauthorized use of, Online Banking/Internet Banking by the Customer;
 - vi. any misrepresentation or breach of representation or warranty made by the Customer contained herein; or
 - vii. any breach of any covenant or obligation to be performed by the Customer hereunder.

The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The liabilities of HSBC India are limited to the provisions in its compensation policy. For details, [Click Here](#)

12. Variation and Termination

- a. HSBC India may, at any time, without giving notice or reasons suspend or terminate all or any of the services or their use by the Customer; however, a prospective notice of 30 days will be given to the Customer in case of any impact and/or modification to his HSBC Online Banking/Personal Internet Banking account and related services.
- b. The Customer may terminate the use of the Services at any time by giving to HSBC India prior written notice of the same.
- c. All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services by the Customer shall remain in full force and effect after suspension or termination including, without limitation, Clauses 4(b), 5, 7, 8,10 and 11. Notwithstanding such suspension or termination, the Customer shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.

13. Amendments

HSBC India may revise these Terms and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms will be made with prospective effect subject to HSBC India giving reasonable notice to the Customer which may be given by posting it on the Internet site(s) or by display, advertisement or other means as HSBC India thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

14. Communication

- a. HSBC India shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions. HSBC India may also publish notices of general nature, which are applicable to all Customers, on its web site located at www.hsbc.co.in; such notices will have the same effect as a notice served individually to each Customer.

- b. Communications delivered personally, sent by post, facsimile transmission, telex or e-mail shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to HSBC India, (where sent by post) 48 hours after posting if such address is in India and seven days after posting if such address is outside India or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer to HSBC India. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

15. Severability

Each of the provisions of these Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

16. Waiver

No act, delay or omission by HSBC India shall affect its rights, powers and remedies under these Terms or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms are cumulative and not exclusive of the rights and remedies provided by law.

17. Force Majeure

HSBC India shall not be liable for delay in performing or failure to perform any of its obligations under these Terms which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Banks employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

For the purpose of this document 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Participant to perform and without limiting the generality thereof shall include the following:

- i. strikes, lock-outs or other industrial action;
- ii. civil commotion, riot, invasion, war threat or preparation for war;
- iii. outbreak of war, rebellion, revolution, hostilities, riot, civil disturbance, acts of terrorism;
- iv. epidemic, quarantine restrictions, outbreak of debilitating disease and any travel restrictions or bans (including bans on non-essential travel) issued by the World Health Organisation or any governmental authority;
- v. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
- vi. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- vii. political interference with the normal operations of any Participant; and
- viii. any change in or introduction of any Laws and Legal Requirements.

18. Miscellaneous

- a. Where the Account in question is a joint Account, the reference in these Terms to 'Customer' shall be deemed to mean all and each of the joint Account holders. All the Customers shall be bound by these Terms and be jointly and severally liable for all the transactions and dealings effected by using the services.
- b. Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation and an unincorporated body of persons.

19. Governing Law and Jurisdiction

- a. The Services and these Terms shall be governed by and construed in accordance with the laws of India.
- b. HSBC India and the Customer submits to the exclusive jurisdiction of the Courts at Mumbai.
- c. HSBC India may, however, in its absolute discretion, commence any legal action or proceedings arising out of these terms in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction. Any provision of these terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these terms or affect such provision in any other jurisdiction.