



# **Terms and Conditions**

HSBC Global View

HSBC Global View (the "Service") is provided by HSBC Holdings plc and its worldwide subsidiaries (each of which is included when the words "we" and "us" and "our" and "HSBC" are used in these Terms). The Service enables you to link and view on a HSBC internet website, or view only when accessing a HSBC internet website via a supported mobile device, in any one country in the world, your HSBC accounts held and accessible through HSBC Personal Internet Banking and HSBC Private Banking Internet Banking in that country with your HSBC accounts held and accessible through HSBC Personal Internet Banking and HSBC Private Banking Internet Banking in any other country. The Service is not available in all countries and is not accessible via mobile devices in all countries. Please read these terms and conditions ("Terms") before you begin using the Service and linking your accounts.

## **A. Use of the Service**

1. Information You Provide. You agree we may use any information you provide to us or which we hold about you (whether in connection with the Service or otherwise) but only as required to provide the Service to you.
2. Account Access. You agree that our employees, regulators, third party service providers, auditors, legal advisers and other agents may have access to your information as reasonably required to provide the Service, investigate complaints and comply with applicable law, regulation and any applicable code.
3. Your HSBC Accounts. By using the Service, you agree that we may access and link your HSBC accounts held in any country in the world by accessing and linking on your behalf, the HSBC web sites designated by you, to retrieve your account information and to use and hold the information on our servers (wherever they may be located in the world) in connection with providing the Service and you hereby appoint us as your agent for this limited purpose. You confirm that you are the legal owner of the account(s) designated by you and that you have authority to use the Service.
4. Service Instructions. You agree to comply with any instructions we notify to you at any time in connection with the use of the Service or the security of the Service. We will never contact you to ask for your password(s) or logon information. You agree not to use the Service for illegal purposes.
5. Our Rights in the Service. You acknowledge and agree that HSBC owns all rights in the Service and the content displayed on our site(s). You are only permitted to use this content in connection with the Service. You may not copy, reproduce, distribute, or create derivative works from this content. You also agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Service.
6. Tax and Regulatory Authorities. You acknowledge that by using the Service to link and view your HSBC account(s) held in any one country in the world (the "First Country"), with your HSBC account(s) held in any other country in the world, that this may mean that tax and/or regulatory authorities in such other country in the world where your HSBC account(s) is held may, by law, have the right of access to your HSBC account information relating to your account(s) held in the First Country and vice versa. You may wish to seek guidance on this from your tax and legal advisers.

## **B. Service Security**

The following provisions are for the benefit and security of all users of the Service.

1. Provide Accurate Information. You agree to provide true, accurate, current and complete information about yourself as requested in linking your account(s). You also agree to keep your account information up to date and accurate at all times.

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2. Keep Your Password(s) Safe. You are responsible for maintaining the confidentiality of your password(s) and other security details relating to the Service. Your password(s) and other security details must not be disclosed to anyone, other than as required to use the Service. Please notify us immediately of any unauthorised use of your password(s) or of any other breach of security. Except to the extent required by law, regulation or any applicable code, we will not be liable to you for any loss that you may incur as a result of someone else using your password(s) in connection with the Service. You must not use another person's password(s) at any time.

## **C. Cancellation, Discontinuance and Changes**

1. Cancellation of the Service. You may cancel the Service at any time by giving us notice. Upon receipt of your request to cancel the Service, the linking of your account(s) will cease. You may also request, at any time, that one or more of your linked accounts be removed from the Service. The Service will be cancelled if you remove all your linked accounts from the Service.

2. Discontinuance of the Service. We reserve the right to discontinue, temporarily or permanently, the Service at any time either with or without notice if you are in breach of these Terms or the terms of any other agreement with us or if you no longer meet our qualifying criteria or if there is a suspected breach of security or if we need to carry out maintenance or if for commercial, legal or regulatory reasons, we consider at any time the provision of the Service is no longer viable.

3. Changes to the Service and to these Terms. We may change the Service and /or these Terms at any time for technical reasons or to improve the Service by giving you such notice as is required by law, regulation or any applicable code. We may also introduce a fee for using the Service by giving you such notice as is required by law, regulation or any applicable code. If you do not agree to any changes we make (including if we introduce a fee), you may stop using the Service before the changes are made. You agree that we will not be liable to you or to any third party for any changes to or for any discontinuance of the Service.

## **D. No Warranties, Limits to our Liability and Indemnity**

1. NO WARRANTIES. We will take reasonable care to ensure that any information provided to you through your use of the Service is an accurate reflection of the information contained in our computer systems, or where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the Service and to circumstances beyond our reasonable control, YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION OR ANY APPLICABLE CODE, THE SERVICE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITS TO OUR LIABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION AND ANY APPLICABLE CODE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, RESULTING FROM: (i) THE USE OR THE

INABILITY TO USE THE SERVICE; (ii) UNAUTHORISED ACCESS TO THE SERVICE; (iii ) STATEMENTS OR CONDUCT OF ANYONE IN THE COURSE OF PROVIDING THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

3. Indemnity. You agree to indemnify and fully compensate us and our service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from your breach of these Terms or by your infringement of any of our intellectual property rights.

## **E. Other Terms Applying**

These Terms shall not affect the terms of any agreement (the "Other Terms") that may apply to you relating to the use or operation of our Personal Internet Banking service(s) in respect of your account(s) and the Other Terms shall remain in full force and effect. In the event that these Terms conflict with the Other Terms, these Terms shall prevail to the extent they relate specifically to the Service, they comply with the law, regulation and any applicable code and to the extent of any such conflict. You must not conduct transactions under Other Terms contrary to applicable sanctions (including if you are a US person, OFAC sanctions).

## **F. Miscellaneous**

1. The Service is personal to you and you may not assign it to anyone. You agree not to make any commercial use of the Service.

2. Unless otherwise provided in these Terms, all notices we give you or you give us shall be in writing and may be given by electronic mail on the same basis as (and subject to the same conditions as) the Other Terms. Additionally, unless prohibited by law, regulation or any applicable code, we may give you notice by message we broadcast through the Service or through our Personal Internet Banking service.

3. Any notice given by electronic mail or which we broadcast through the Service or through our Personal Internet Banking service under F2 shall be regarded as received 24 hours after its dispatch.

4. Any relaxation by us of these Terms at any time does not affect our right to enforce these Terms strictly at any time.

5. If any of these Terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intention of the parties with all the other provisions remaining in full force and effect.

6. These Terms are the entire understanding between you and us about the Service.

7. These Terms shall be governed by the law of the jurisdiction or country in which your HSBC account(s) is held in respect of which you first use the Service to link that account(s) to account(s) held in another country or jurisdiction and to the extent allowed by law, you agree to the non exclusive jurisdiction of the courts of that jurisdiction or country.

## **G. Acceptance of these Terms**

When you tick/check the box below, you confirm:

1. you are eighteen years or over (or such other age as is required by law, regulation or any applicable code for you to enter into a contract) and

2. you agree to these Terms. If you do not agree to all of these Terms, you will not be able to use the Service.

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