



# HSBC BANK MOBILE BANKING APP LICENCE TERMS AND CONDITIONS

## Summary of the Terms and Conditions

This Summary sets out key details about the HSBC Bank Mobile Banking App (Mobile Banking App or App). It forms part of the HSBC Bank Mobile Banking App Licence Terms and Conditions (App Terms). You should read it carefully together with the rest of the Terms and the important information.

The Mobile Banking App allows you to access some of our Internet Banking (hereinafter “Online Banking”) service in a format which is easier to view on certain mobile telephones or tablets. You must set up a password within Online Banking before the first time you log on the Mobile Banking App. You will need this password or the Security Device only the first time you log on in order to create a 6-digit PIN. For any subsequent log on you will only need this PIN. You will also need the Security Device to avail yourself of certain services available on the Mobile Banking App. In that respect, further requirements under strong customer authentication procedures established by the Bank may arise. Please refer to the FAQs on Mobile Banking App available on our website [www.hsbc.gr/en-gr/help/mobile-banking/](http://www.hsbc.gr/en-gr/help/mobile-banking/) to check when the Security Device is required for Mobile Banking App services.

## Main Features of the Mobile Banking App:

- You can view your account and Credit Card balances.
- You can view up to the last 90 transactions on your accounts.
- You can make bill payments to people or organisations in Greece that you have recently paid using Online Banking.
- You can transfer money between your HSBC Bank accounts in Greece and also make transfers from your HSBC Greece accounts to other third party accounts held with HSBC Continental Europe, Greece
  - You can transfer money to Existing Beneficiaries in Greece.

For more details about Mobile Banking App features, including details of restrictions, please see clause 2.3 below.

Important things in our Terms and Conditions that you should be particularly aware of:

## Privacy Notices

We ask that you read (a) our Privacy Notice on the Bank's public website [www.hsbc.gr/en-gr/privacy-notice/](http://www.hsbc.gr/en-gr/privacy-notice/) as it explains what information we collect about you, how we'll use that information, who we'll share it with, the circumstances when we'll share it and what steps we'll take to make sure it stays private and secure and the data subjects' rights and (b) the HSBC Bank Mobile Banking App Privacy Notice.

## Security

You should make sure you keep your mobile telephone or tablet and the security details you use to log onto the Mobile Banking App safe and secure. You must let us know as soon as possible if these are lost or stolen or misappropriated or used in an unauthorized and unusual manner. You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile telephone or tablet and your security details safe.

When you enable a biometric identity log on, any fingerprint or face recognition data that is stored on your device and NOT with HSBC, now or in the future, can be used to log on to the HSBC Mobile Banking App. You should only enable fingerprint or face recognition if you're the only person who has registered fingerprints or face recognition on your device.

If you setup your device security before downloading HSBC Mobile banking app, you will need to review them and change any that may be easily guessed or that have been shared with another one. This includes deleting any fingerprint or face recognition data other than your own.

If you allow another person to use your device by allowing them to register their biometric identity in it you may be responsible for unauthorised payment transactions if you have not kept your mobile telephone or tablet and your security details safe.

## **Charges**

We do not charge for the App. However, your mobile network operator may charge you to access the App and these charges may vary if you access the App when abroad. You are responsible for these charges.

## **Suspension of the App**

We can suspend the App in a limited number of situations, for example, for security reasons or because we suspect the App has been used fraudulently or in an unauthorised way. We will try to tell you in advance but may not always be able to. For full details about suspension please see clause 6.

## **Changing the Terms**

We can change these App Terms. We will tell you about changes at least 2 months in advance. For full terms and conditions about changes please see clause 8 below.

# **TERMS AND CONDITIONS**

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The App terms apply to the App together with:

- the Terms and Conditions that apply to any account or service you can access using this App, including the General Terms and Conditions for Individuals- Accounts/Framework Contract for Payment Services (the Product Terms); and
- our Terms and Conditions of Contract for the Hsbc Online Banking (Online Banking Terms); and
- any other Terms and Conditions that we tell you apply, including the End User License Agreement, all such terms forming an integral part.

In the event of a conflict between the App Terms and the Product Terms or Online Banking Terms, the App Terms will apply.

Only the following people have rights under these App Terms:

- you; and
- us; and
- the supplier of the mobile device to which you have downloaded the App; and
- the App store from which you downloaded the App.

You can view and download a copy of these Terms and Conditions by visiting the following url:

[www.hsbc.gr/en-gr/ways-to-bank/mobile](http://www.hsbc.gr/en-gr/ways-to-bank/mobile)

**You will in addition be able to view the current version of the App Terms within the App at any time under the "i" tab before you log on and via the Information option or the Legal or Contact and Support tabs after you have logged on.**

We give you a licence to use the App on a mobile device that you own, control or use, subject to these App Terms and any Usage Rules set out in the Terms of Service of the supplying App Store.

This licence will start when you have downloaded the App and log on for the first time and will continue until ended as set out in clauses 7 or 8.2.

## **1. GLOSSARY**

"Mobile Banking App" or "App" means the HSBC Mobile Banking Application version 1.5 (or any subsequent version) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Online Banking service.

"Mobile Banking App services" means those services set out in clause 2.3.

"Security Code" - means a one time password generated by a Security Device (a token).

"Security Device" means an electronic device (a token) used to generate the Security Code.

"6-digit PIN" means a six-digit personal identification number combination created by you to access the Mobile Banking App and use the services of Mobile Banking App.

"Biometric identity" – means your biometric identity by which you unlock the mobile devices and use respective programs/systems unblocking the devices and use of respective applications/systems.

"Bill Payments" means a payment you make to someone else's account in Greece.

"Existing Beneficiaries" means people or organisations that hold accounts with HSBC Continental Europe, Greece or other Greek Banks and to whom you have made a payment using Internet Banking and which are displayed within the Mobile Banking App.

"HSBC Group" or "HSBC Group Member" means HSBC Holdings plc, its subsidiaries and affiliated companies.

“Online Banking from HSBC” means the HSBC Continental Europe, Greece internet banking service. The full Online Banking Service is available by logging on at [www.hsbc.gr](http://www.hsbc.gr).

"Transfers between HSBC accounts” means any transfers which have been previously selected on your Online Banking service having as beneficiaries either you or a third party, all such accounts being held with HSBC Continental Europe, Greece (including a joint account) .

"you", "your" and "yours" mean the person who has downloaded the Mobile Banking App and any other person who uses that App.

"we", "us" and "our" mean HSBC Continental Europe, Greece , , and any agents we appoint to provide all or part of the Mobile Banking App.

## **2. USING THE MOBILE BANKING APP**

2.1 You must be registered for Online Banking from HSBC to be able to use the Mobile Banking App. The Mobile Banking App can be used on a mobile device running an operating system supported by us, from which you can access some of our Online Banking service. However, not all of our full Online Banking service can be accessed using the App (please see clause 2.3 below for details of which parts of the Online Banking service are available).

Because of this we recommend that you log on to the Online banking at [www.hsbc.gr](http://www.hsbc.gr) at least every 14 days.

2.2 To log onto the Mobile Banking App you will need to insert a 6-digit PIN. You will need to create this 6-digit PIN by following the below procedure: the first time you log on the Mobile Banking App, you must enter your Online Banking Username and either (a) a mobile password that you have already set up within Online Banking AND a one-time activation code that will be provided via SMS to the mobile phone number you have registered with Online Banking or (b) a Security Code generated by the Security Device (token). You will do this only the first time you log on. For any subsequent log on, you will only need the 6-digit PIN that you have created, or you may use your respective Biometric identity.

You may need to provide other security information that we request under, among others, our Strong Customer Authentication procedure as applicable pursuant to the framework contract for payment services currently incorporated in the Product Terms. We may notify you from time to time about changes in the security information by post, by e-mail, or by placing details of the change within Online Banking at least 2 months before changes take effect.

We will automatically log you out of the Mobile Banking App if you have not used it for 15 minutes.

## **Services available within the App**

2.3 You can use the Mobile Banking App to carry out the following services:

- Check the balance and available balance on those HSBC Bank accounts that would have been previously selected in your Online Banking service;
- Check the overdraft limit (if you have one) on those HSBC Bank accounts previously selected in your Online Banking service and the credit limit on any credit card accounts you have;
- View up to the last 90 transactions on those HSBC Bank accounts previously selected in your Online Banking service;
- Make Transfers between your HSBC accounts which have been previously selected on your Online Banking service as well as make transfers from your HSBC accounts to other third party accounts held with HSBC Continental Europe, Greece ;
  - Make Bill Payments to Existing Beneficiaries from your HSBC Greece accounts which have been previously selected on your Online Banking service; and
  - Carry out any other additional service that we may provide in any future update of the Mobile Banking App.

You must not use the Mobile Banking App for any other purpose.

## **How to make payments using the App**

2.4 You can make a Transfer or Bill Payment using the App by:

Logging on, using your six-digit PIN or your Biometric identity, and providing other security information that we may request, under, among others, our Strong Customer Authentication procedure as applicable pursuant to the framework contract for payment services currently incorporated in the Product Terms, or

When you have provided your payment instructions you will be given the opportunity to edit them and you will then be asked to confirm your payment instructions. This will be your agreement for us to make the payment. For further details about these types of payments please refer to the Product Terms.

## **Things you must not do**

2.5 You must not copy or reproduce all or any part of the Mobile Banking App.

2.6 You must not alter, modify or adapt all or any part of the Mobile Banking App.

2.7 You must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App. All ownership in the Mobile Banking App remains with us.

2.8 You must not carry out reverse engineering of the Mobile Banking App.

### **3. RESPONSIBILITIES AND AVAILABILITY OF SERVICE**

3.1 While we make reasonable efforts to provide the Mobile Banking App services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.

3.2 The Mobile Banking App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.

3.3 We are responsible for the Mobile Banking App and its content. Apple Inc., Google Inc., Microsoft Corporation or Research in Motion Limited do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.

3.4 The Mobile Banking App may only be installed and used by customers of HSBC Continental Europe, Greece. You confirm that (i) you are not located in a country subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (ii) you are not listed amongst prohibited or restricted parties on any US Government or UN sanctions.

#### **Use of location data**

3.5 Certain services, including the Offers and Rewards, use information about your physical location sent from your mobile device (eg. GPS signals). If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us and Google to provide the relevant functionality in accordance with the terms and conditions, and privacy policy, of this Mobile Banking App and those of Google. You will be asked to consent to the use of location services when you download the Mobile Banking App or, for iOS devices, the first time you use the HSBC ATM/Branch finder tool. You may withdraw this consent at any time by turning off the location services settings on your mobile device.

3.6 Access to Google Maps/Google Earth APIs through the Mobile Banking App is subject to the separate Google terms and conditions available at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and



[http://www.google.com/enterprise/earthmaps/legal/universal\\_aup.html](http://www.google.com/enterprise/earthmaps/legal/universal_aup.html)

3.7 iPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc. Android™ is a trademark of Google Inc. The trademarks BlackBerry® and BlackBerry App World™ are owned by Research In Motion Limited and are registered in the United States and may be pending or registered in other countries. We are not endorsed, sponsored, affiliated with or otherwise authorised by Research in Motion Limited.

## **4. SECURITY**

### **Your security obligations**

4.1 You must take at all times all reasonable precautions to keep safe and prevent unauthorized or fraudulent use of your mobile device and security information.

These precautions to be safeguarded on a continuous basis include:

- never writing down or otherwise recording your security details in a way that can be understood by someone else;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use it;
- keeping your security details unique to Online Banking and the Mobile Banking App;
- not disclosing your security details to anyone, including the police and us;
- changing your security details immediately and telling us as soon as possible and, in any case, without undue delay in accordance with clause 4.3 if you know, or even suspect, that someone else knows your security details, or if we ask you to;
- keeping your security details and mobile device safe;
- complying with all reasonable instructions we issue from time to time regarding keeping your security details safe;
- once you have logged onto the Mobile Banking App do not leave your mobile device unattended or let anyone else use your mobile device;
- logging out of the Mobile Banking App once you have finished using the Mobile Banking App services, and in particular not leaving the Mobile

Banking App running in the background whilst logged in (e.g. whilst multi-tasking, or running other apps);

- following all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Mobile Banking App or your mobile device (although you should never disclose your security details to them or information about your accounts with us).
- undertaking reasonable and adequate precautions to scan for computer viruses or other destructive properties.
- never permitting another person to use your device by allowing them to register their biometric identity.

4.2 You must not use the Mobile Banking App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval.

4.3 After initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.

4.4 You will be responsible for all instructions given by you or anyone acting with your authority between when you log onto the Mobile Banking App until you log off the Mobile Banking App.

4.5 You are responsible for making sure information shown or stored on your mobile phone is kept secure.

4.6 You must advise us of any change to your mobile phone number without delay.

### **What to do if there is a breach of security**

4.7 If you know or suspect that someone else knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen or misappropriated you must tell us without delay by calling us on 0030 210 696 2190. Lines are open 24 hours a day, 7 days a week. We may ask you to co-operate with us and the police into the actual or suspected misuse of your security details, the Mobile Banking App or your account(s).

### **Unauthorised transactions**

4.8 Please refer to the Product Terms for details about unauthorised transactions. You

will be responsible for all losses arising from unauthorised transactions on your Account as a result of;

- You acting fraudulently, or
- You intentionally or with gross negligence failing to use the Mobile Banking App in accordance with the App Terms (including keeping safe your Mobile Banking security details), or
- You intentionally or with gross negligence fail to notify us in accordance with clause 4.7 if you know or suspect someone else knows your Mobile Banking security details or has used or tried to use your security details or if your mobile device is lost or stolen or misappropriated.

## **5. ABNORMAL AND UNFORSEEN CIRCUMSTANCES**

We are not responsible if we do not comply with any of the Terms:

- Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- Where our failure to comply is due to our obligations under European or national law.

## **6. SUSPENSION OF THE MOBILE BANKING APP**

We can, at any time, suspend your use of the Mobile Banking App. We will do this if we think it is reasonably necessary because:

- We have concerns about the security of the Mobile Banking App or Online Banking; or
- We suspect that your Mobile Banking App or Online Banking has been used fraudulently or in an unauthorised way; or
- there is a significantly increased risk that you will be unable to repay any overdraft on any of your accounts; or
- There are Greece or European legal obligations we have to meet.

If we do suspend your use of the Mobile Banking App we will also suspend any other use by you of Online Banking.

We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful to do this under national or EU legislation. Occasionally we may not be able to contact you to give you advance notice.

If you have entered incorrect log on details on Online Banking or Mobile Banking on several occasions we will suspend your access to the Mobile Banking App and Online Banking. If this happens, you can reset your log on details within Online Banking provided you can identify yourself and answer our security questions. Otherwise, you will need to telephone us on 0030 210 696 2000.

## **7. ENDING THIS LICENCE**

7.1 You can end this licence at any time by contacting us by telephone or in branch. We will levy no charge for your cancellation of this licence. In this case, you should also delete the Mobile Banking App from your mobile device.

7.2 We can end this licence with you immediately in the following situations;

- If you have not used the Mobile Banking App for 36 months you will have to re-active your Online Banking Username in order to use the Mobile Banking App again; or
- If you have seriously or persistently broken any of the App Terms or the Product Terms including where;
  - you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
  - your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
  - you are, or we reasonably suspect you may be, acting fraudulently; or
  - you act in an unacceptable way, for example you act in a threatening or violent manner towards staff; or
  - you were not entitled to download the App; or
  - we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
  - we have reasonable grounds to suspect that your security details have not been kept safe; or

- we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or
- you have not satisfied any anti-money laundering requirements.
- There has been or we suspect there has been fraud involving any of your accounts or any transactions on any of your HSBC accounts; or
- If there has been or we suspect there has been suspicious activity on your account; or
- We have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- If the Mobile Banking App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary or
- If we stop supporting the Mobile Banking App on your mobile device or the operating system it runs; or
- If you stop holding any account, product or service in respect of which the Mobile Banking App may be used; or
- if we reasonably consider that by continuing the contract:
  - we may break a law, regulation, code, court order or other duty; or
  - we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

7.3 We will notify you personally immediately after we have terminated the licence. This can include SMS, a message when you log onto the App, by post, by e-mail, by a message on your statement, or in any other way that will be sent to you individually.

7.4 We may end this licence for any other reason by giving you at least two months' personal notice. This may happen if, for example, we replace the Mobile Banking App.

7.5 Upon termination of this licence for any reason;

- you must remove the Mobile Banking App from your mobile device and
- destroy all copies of the Mobile Banking App including all components of it in your possession; and
- all rights you have in respect of the Mobile Banking App will immediately end.

7.6 You must delete the Mobile Banking App from your mobile device if you change your mobile device or dispose of it.

## **8. CHANGES**

8.1 We may change the App Terms (including, but not limited to, introducing new charges and changing the types of payments you can make using the Mobile Banking App) for any of the reasons set out in the Product Terms. We may also change the App Terms for any other valid reason. We will tell you about the changes by post, by e-mail, or by placing details of the change within Online Banking at least 2 months before the changes take effect.

8.2 If we provide you with notice that we are going to make a change to Terms, you can end this licence before that change takes effect without charge. If you do not tell us that you want to end this licence, then we will assume that you have accepted the change and it will take effect automatically.

## **9. MISCELLANEOUS**

9.1 If any part of the App Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining App Terms.

9.2 If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.

9.3 We can transfer all or some of our rights under these Terms to someone else. You cannot transfer any of your rights and obligations under these Terms to anyone else.

## **10. YOUR STATUTORY RIGHTS**

Nothing in the Terms will reduce your statutory rights including your rights relating to mis-described accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation.

## **11. GOVERNING LAW AND LANGUAGE**

The laws of Greece apply to these App Terms and how we dealt with you before this licence applied. Any claims relating to the App Terms shall be subject to the non-exclusive jurisdiction of the Greek Courts.

The App Terms are in Greek and any communications we send to you will be in Greek. Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to us or the HSBC Group unless otherwise noted.

## 12. How to Complain

Without prejudice to relevant procedures in the Product Terms and especially in the framework contract for payment services, if we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence.

We have compliant handling procedures

- your first point of complaint should be your Branch Manager or Relationship Manager or our Customer Service centre on telephone number 0030 210 696 2000.

- if you remain dissatisfied with the decision/outcome then escalate in writing. The mailing address is HSBC Continental Europe, Greece, Customer Service Centre, 109-111 Mesogeion Ave, 115 26, Athens. E-mail complaints may be addressed to [internetbanking@service.hsbc.gr](mailto:internetbanking@service.hsbc.gr).

## Important Information

HSBC Continental Europe is a subsidiary of HSBC Holdings plc. It is incorporated under the laws of France as a société anonyme (SIREN number 775 670 284 RCS Paris), having its registered office at 38, avenue Kléber, 75116 Paris, France. HSBC Continental Europe is based in Paris and supervised by the European Central Bank (ECB), as part of the Single Supervisory Mechanism (SSM), the French Prudential Supervisory and Resolution Authority (l'Autorité de Contrôle Prudentiel et de Résolution 61 rue Taitbout, 75436 Paris) (ACPR) as the French National Competent Authority and the French Financial Markets Authority (l'Autorité des Marchés Financiers (AMF) for the activities carried out over financial instruments or in financial markets. Further, HSBC Continental Europe is registered as an insurance broker with the French Organisation for the Registration of financial intermediaries (Organisme pour le Registre unique des Intermédiaires en Assurance, banque et finance – [www.orias.fr](http://www.orias.fr)) under nr.07005894.

For more information about HSBC Continental Europe please visit the HSBC Continental Europe website at [www.hsbc.fr](http://www.hsbc.fr).

HSBC Continental Europe is lawfully established in Greece as a branch, duly registered with the General Commercial Registry (GEMI), with registered office at 109-111 Messoghion Ave., Athens. HSBC Continental Europe, Greece is authorized by the ECB, the ACPR and the Bank of Greece; its banking activities in Greece are further subject to limited supervision by the Bank of Greece (21 Eleftheriou Venizelou, Athens) and the Hellenic Capital Market Commission (1 Kolokotroni, Athens) exclusively with regard to the issues provided for by the applicable legislation.

BIC/SWIFT number MIDLGRAA and the website [www.hsbc.gr](http://www.hsbc.gr) will be used by HSBC Continental Europe, Greece.

## **General Information**

It is possible that taxes or costs may apply to your use of the Mobile Banking App that are not paid to us or imposed by us. For example, your mobile network provider may charge you.

You will be able to use the Mobile Banking App once you have downloaded the App to your mobile device and have setup your security details to access the App.

## **Cancellation**

For a period of 14 days after you have entered the contract regarding the granting of Mobile Banking Services by the Bank or received the Mobile Banking App Terms, you have the right to cancel your contract with us. You can do this by calling us or in branch. You should also delete the Mobile Banking App from your mobile device. If you do not cancel you can still end your contract with us at any time without prior notice.