

Terms and Conditions Mobile Banking App

Effective from 31st January 2023



HSBC Bank Mobile Banking Application Terms And Conditions

Summary of the Terms and Conditions

This Summary sets out key details about the HSBC Mobile Banking Application (the "Mobile Banking App" or the "App"). It forms part of the HSBC Mobile Banking App Licence Terms and Conditions (the "Licence Terms"). You should read it carefully together with the rest of these Terms and Conditions ("App Terms"). The HSBC Mobile Banking App consents you to access our Online Banking services. The App also allows you to access some of our Online Banking services in a format which is easier to view on a mobile phone or tablet. This App can be downloaded from the App store / Play store. You need to register for the HSBC Online Banking service in order to use the App. Please follow the instructions provided in the App in order to set-up a 6 digit Personal Identification Number (PIN). A PIN has to be set for each and every device you will use to access your accounts. You will need this PIN each time you log-on or, to set up the Biometric Authentication, or to generate a Security Code.

Main Features of the Mobile Banking App:

The following are the services available in the HSBC Mobile Banking App as at the date of this document:

- View your account balances, including those of the Global HSBC Accounts held.
- Transfer money between your Bank accounts.
- Transfers money to the third-party HSBC accounts and HSBC Credit Cards, you have previously set-up in your Online Banking.
- Effect SEPA payments to the third-party accounts held with other banks. These accounts need to be first set-up in your Online Banking.
- Pay local companies or organisations, you have previously paid through your Online Banking.
- Acts as a Digital Secure Key to allow access to Online Banking
- Authorise Online payments

New and updated features may be added to the App from time-to-time. Details of any new or added features and how to access such features will be provided on the HSBC Malta website when these are launched.

For more details about the available Mobile Banking App features, including details of restrictions, please see clause 2.5 below.

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

Acceptance of the App Terms

You, as a user, are entitled to use this Mobile Banking App in accordance with what is being established in these App Terms.

Security

You should make sure you keep your mobile phone/tablet and your log on details safe and secure. You must let us know as soon as possible if these are lost, stolen, misappropriated or used without your authorisation. You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile phone/tablet and your log on details safe.

In case of Biometric Authentication, you should only enable Touch ID/Fingerprint if you are the only person who has registered your fingerprints on the device. You may be responsible, either in whole or in part for any unauthorised payments made from your accounts if your fingerprints are not the only fingerprints registered on this device.

Charges

We do not charge for the Mobile Banking App, however, your mobile network operator may charge you to access the App. These charges may vary if you access the App when abroad. You are responsible for these charges and you are responsible to review any applicable fees chargeable by your mobile network operator to access and operate this App.

Suspension of the Mobile Banking App

We can suspend the App in a number of situations, for example, for security reasons or because we suspect the App has been used fraudulently or in an unauthorised way. We can also suspend the App for reasons related to certain upgrades or new features, for system maintenance issues or when contracting new providers. We will try to tell you in advance but may not always be able to. For full details about suspension please see clause 6 below.

Changing the Terms

We can change these App Terms at any time. Where the change is material or relates to new charges we will tell you about the changes at least 60 days in advance. Where the changes are for your benefit and/or are not material we will notify you of these as soon as reasonably practicable. For the full terms and conditions about changes, please see clause 8 below.

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The App Terms apply together with:

- the Terms and Conditions that apply to any account or service you can access using the App, including the General Terms and Conditions;
- our Terms of Use for HSBC Online Banking; and
- any other Terms and Conditions that we advise you to apply.

Notwithstanding anything stated in the General Terms and Conditions, in case of any conflict between the App Terms and the General Terms and Conditions, the App Terms shall prevail.

Only the following people have rights under these App Terms:

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

You can view and download a copy of these App Terms by visiting the following website address:

<https://www.hsbc.com.mt/content/dam/hsbc/hbmt/docs/mobile-banking-app-terms.pdf>

You will in addition be able to view the current version of the App Terms within the App at any time under the 'Important Information' tab.

We shall grant 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 shall commence 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

“Activation Code” is the code that will be sent to you to activate the Mobile Banking App.

“Bill Payments” are payments in euro directly to the account of another organisation in Malta held with us.

“Biometric Authentication” is a security process that relies on your unique biological characteristics so as to verify your identity. The current supported biometric authentication methods are the Touch ID and Face ID methods which are developed by Apple Inc, and Fingerprint which is developed by Android.

“Existing Beneficiaries” are people or organisations to whom you have made a payment using Online Banking, of which, you have saved details for future use.

“Face ID” is a facial recognition system designed and developed by Apple Inc. for certain iPhone devices. It is a type of Biometric Authentication technology intended to succeed Touch ID, a fingerprint-based system.

“Fingerprint” is an identity recognition system developed by Android which allows you to use your fingerprints as a Biometric Authentication method so as to log on to the Mobile Banking App.

“HSBC Group” means (1) HSBC Holdings p.l.c. and any entity which from time to time is a subsidiary of HSBC Holdings p.l.c including HSBC Bank Malta p.l.c. and its subsidiaries and/or associate companies; (2) any entity over which from time to time any of the entities defined in (1) of this definition either directly or indirectly exercise management control, even though any such entity may own less than fifty percent (50%) of the shares; and (3) any entity otherwise notified by us from time to time.

“iOS” is a mobile operating system created and developed by Apple Inc. exclusively for its hardware.

“Mobile Banking App” or **“App”** means the HSBC Mobile Banking Application (as updated from time to time) which can be downloaded to a mobile device which runs an operating system supported by us.

“Mobile Banking App services” means those services set out in clause 2.5.

“Online Banking” means the HSBC Bank Malta p.l.c. internet banking service. The full Online Banking service is available by logging on the following site: <http://www.hsbc.com.mt>.

“Password” is the confidential identification code created by the customer during the Online Banking registration, which is used to install the HSBC Mobile Banking App, on your device.

“PIN” is a personal identification number used to access the Mobile Banking App from the particular device. A PIN has to be set up for every device you use to access the Mobile Banking App.

“Security Code” –means a one-time code generated by a Secure Key.

“Secure Key” means an electronic device used to generate the Security Code. It can be either a physical secure key (hereinafter referred to as “Physical Secure Key”), or a secure key embedded in the Customer’s Mobile Banking App (hereinafter referred to as “Digital Secure Key”).

“SEPA payments” are payments in euro to accounts in EEA countries, Monaco, Principality of Andorra, San Marino, Switzerland and the Vatican City State, under the Single Euro Payments Area (SEPA) scheme

“Touch ID” is an identity recognition system developed by Apple Inc which allows you to use your fingerprints as a Biometric Authentication method so as to log on to the Mobile Banking App.

“we”, “us” and **“our”** mean HSBC Bank Malta p.l.c., and any agents we appoint to provide all or part of the Mobile Banking App.

“you”, “your” and **“yours”** mean the person who has downloaded the Mobile Banking App and is using that App.

2. Using The Mobile Banking App

2.1 You must be registered for Online Banking to be able to use the Mobile Banking App.

2.2 The Mobile Banking App can be used on a mobile device running an operating system supported by us. From the Mobile Banking App, you can access some of our Online Banking services. However, not all our Online Banking services can be accessed through the App (please see clause 2.5 below for details of which Online Banking services are available through the App).

2.3 Before you can log-in the App, you need to activate the App by inputting your Password and the Activation Code sent to the mobile number registered in our records. You then need to create a 6 digit. After setting up this PIN, you can use either this PIN or the Biometric Authentication to log in the Mobile Banking App. Once the App is activated, you are immediately asked to activate the Digital Secure Key, which is used

whenever you log into our Online Banking service, or you are authenticating a transfer to a new beneficiary. If you were using a Physical Secure Key, its use will be terminated instantly once you activate the Digital Secure Key.

2.4 We may notify you from time-to-time about changes in the security information. We will automatically log you out of the Mobile Banking App if you do not use it for a stipulated amount of time.

Some Services available within the App

2.5 The following are the services available through the Mobile Banking App as at the date of this document:

- View your accounts through a single log in by means of the Global View service.
- Check the balance of your HSBC Bank accounts.
- View recent transactions.
- Make transfers between your accounts and Credit Cards.
- Make transfers to third-party HSBC accounts, Credit Cards and SEPA payments to accounts you have previously paid through your Online Banking.
- Make Bill Payments to Existing Beneficiaries.
- Acts as a Digital Secure Key to access Online Banking
- Authorise Online payments

Other services may be introduced from time-to-time. Details of such services and any restrictions that may apply will be provided on the HSBC Malta Website when these are launched.

Things you must not do:

- (a) You must not copy or reproduce all or any part of the Mobile Banking App.
- (b) You must not alter, modify or adapt all or any part of the Mobile Banking App.
- (c) 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.
- (d) 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 but is not limited to any interest 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. or Google Inc. 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 Bank Malta p.l.c. 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 in the App, use information about your physical location sent from your mobile device (e.g. 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. This also means that if you use the services you are consenting to:

- i. the terms and conditions, and privacy policy, of this **Mobile Banking App**.
- ii. the terms and conditions, and privacy policy, **of Google**.

You will be asked to consent to the use of location services when you download the Mobile Banking App. 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 on relative Google websites.

You should review carefully these conditions before using the Mobile Banking App services. We are not responsible for the content of the terms and conditions of Google and we are not liable in any way for any losses resulting from any terms and conditions of Google or other losses otherwise related to their services.

4. Security

Your security obligations

4.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your mobile device, PIN or any other security information.

These precautions include:

- never writing down or otherwise recording your PIN in a way that can be understood by someone else;
- not choosing a PIN that may be easy to guess;
- taking care to ensure that no one hears or sees your PIN when you use it;
- keeping your PIN unique to the Mobile Banking App;
- not disclosing your PIN to anyone, including the police and us;
- changing your PIN immediately and telling us as soon as possible 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 PIN and mobile device safe;
- complying with all reasonable instructions we issue regarding keeping your PIN 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);
- follow 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);
- undertake reasonable and adequate precautions to scan for mobile phone or other destructive properties
- if you activate the Biometric Authentication method you must ensure that only your fingerprints are registered on the device.
- If you change your mobile device or dispose of it, you must delete the Mobile Banking App from your mobile device before any such change or disposal.

You shall be responsible for unauthorised payments made from your accounts if you have not kept your mobile device and your security details safe, or if yours is not the only fingerprint registered on the device and you have activated fingerprint logon.

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 is a device 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 log in details. 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 log in 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 log in details, or has used or tried to use them, or if your mobile device is lost or stolen you must tell us without delay by calling us on +356 2148 3809. 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 App 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 App security details or has used or tried to use your security details.

5. Abnormal And Unforeseen Circumstances

We are not responsible if we do not comply with any of the App 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 system maintenance issues which need to be addressed promptly; or
- New upgrades or features are being introduced to the Mobile Banking App or Online Banking; or
- The Mobile Banking App or Online Banking provider is being changed; or
- There are Maltese or European legal obligations we have to meet.

If we do suspend your use of the Mobile Banking App we will also suspend your 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. Occasionally we may not be able to contact you to give you advance notice.

If you have entered incorrect Mobile Banking App log-on details for five times, we will suspend your access to the Mobile Banking App. You will need to call us on +356 2380 2380 to re-establish access. Alternatively, you can effect a PIN reset through the Mobile Banking App, by using the Password.

7. Ending This Licence

7.1 You can end this licence at any time by contacting us by telephone or through a 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 and with no advance notice in the following situations:

- If you have seriously or persistently broken any of the App Terms or the Product Terms ; or
- 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 reasonable grounds to suspect that your PIN was not 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; or
- 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 by 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
- 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 after we have terminated the licence. Notification can be either by SMS, by post, by email, 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;
- 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 If the Mobile Banking App licence is cancelled or terminated, you will need to order a Physical Secure Key in order to access your Online Banking. It is the sole responsibility of the Customer to apply to the bank for a Physical Secure Key. Please also refer to the separate HSBC Online Banking Terms and Conditions available on our website at www.hsbc.com.mt.

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 any material changes or any new charges either by post, by email, by secure e-message, or by placing details of the change/new charges within your Online Banking at least 60 days before the changes take effect.

Where the changes to the App terms are for your benefit and/or are not material we will notify you of these changes as soon as reasonably practicable.

8.2 If we provide you with notice that we are going to make a change to these App 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 once you make use of the App.

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 App 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 App Terms to someone else. You cannot transfer any of your rights and obligations under these App Terms to anyone else.

10. Your Statutory Rights

Nothing in these App 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 Malta 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 Maltese Courts.

The App Terms are in English and any communications we send to you will be in English. 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. Data Sharing

We may use third parties to provide services on our behalf which may include the sharing of some of your contact details with them.

13. How To Complain

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.

If you remain dissatisfied with the decision/outcome then escalate to the Customer Relations Official on telephone number (+356) 2380 2380 for personal customers or (+356) 2380 2389 for Fusion customers or in writing. The mailing address is The Customer Relations Manager, HSBC Bank Malta p.l.c., Operations Centre, Mill Street, Qormi, QRM 3101, Malta. E-mail complaints may be addressed to infomalta@hsbc.com.

14. Complaints To Arbitrator Of Financial Services

If your complaint has not been addressed to your satisfaction in terms of Clause 13 above, you may also complain to the Arbitrator for Financial Services, at the Office of the Arbitrator for Financial Services, First Floor, St Calcedonius Square, Floriana, FRN 1530, Malta or via e-mail toinfo@financialarbiter.org.mt, but before you do this we request that you contact your Branch Manager/ Relationship Manager/ Customer Relations Official in terms of clause 13 above. More information on the Office of the Arbitrator for Financial Services can be found at <https://financialarbiter.org.mt/>.

Effective as from 31st January 2023.

HSBC Malta p.l.c., 116, Archbishop Street, Valletta VLT 1444, Malta. Registered in Malta, company registration number C3177.

Approved and issued by HSBC Bank Malta p.l.c. (116, Archbishop Street, Valletta VLT1444). HSBC Bank Malta p.l.c. is a public limited company regulated by the Malta Financial Services Authority and licensed to carry out the business of banking in terms of the Banking Act (Cap.371 of the Laws of Malta).

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