

Terms and Conditions HSBC Online Banking

Effective from 31st January 2023



You must read these terms of use for HSBC Online Banking (the 'Online Banking Terms') carefully before using HSBC's Online Banking. By registering to use HSBC's Online Banking and also by virtue of your continued usage of this service, you shall be deemed to have accepted and be bound by these Online Banking Terms and Conditions as well as other terms governing HSBC's Online Banking, as amended from time to time. If you reject these terms and conditions, you cannot use the Online Banking functionality and cannot continue to log-on to this service.

Where other services are available and/or require access through Online Banking you must also read and abide by the terms of use of such other services.

Introduction

These Online Banking Terms explain your responsibilities and obligations relating to the Services and information that you use or request from us, or we provide to you, through HSBC's Online Banking.

These Online Banking Terms and Conditions will be displayed during the registration for HSBC's Online Banking. The Online Banking Terms and Conditions will not be displayed again on subsequent visits to HSBC's Online Banking, however these Online Banking Terms and Conditions will be available for viewing on the Site.

The following expressions shall have the ascribed meanings wherever used in these Online Banking Terms –

"Bank" means HSBC Bank Malta p.l.c. and where the context allows or requires, includes its successors and assigns.

"Customer" (also 'you', 'your', 'yours', 'yourself') means the person requesting the Services.

"hsbc.com.mt Site" (also "the Site") means any internet site established, operated or maintained on our behalf through which you access the Services.

"Institution" means any member of the HSBC Group (other than the Bank) and any third party financial institution which the Customer has notified to the Bank should be treated as an Institution for the purposes of these Online Banking Terms.

"Instruction/s" means any request/s or instruction/s which is/ are received by the Bank through Online Banking.

"Mobile Banking or Mobile Banking App" means those aspects of the Services which are accessible and functional through the Bank's mobile banking application (as updated from time to time) which runs an operating system supported by us through which you can access some of the Services.

"Online Banking" means the internet banking service provided by us to you through the Site as described in these Online Banking Terms and Conditions whereby you may

access certain information and give us certain Instructions in respect of certain accounts which you hold with us. Not all accounts may be accessed under this service.

"Password" means the confidential password, created by the Customer during the Online Banking registration. This will eventually be used by the Customer to install the HSBC Mobile Banking and have access to the Digital Secure Key'.

"Personal Identification Number (PIN)" means any confidential PIN, code or number, issued to the Customer by the Bank or created by the Customer which may be used to execute Instructions.

"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').

"Security Code" means a one-time code generated by a Secure Key.

"Services" means the Online Banking service, the Secure Key and the services offered or made available by the Bank through the Online Banking service.

"Time" means Malta time.

"User name" means the user identification code by which the Online Banking service identifies the user.

"We/us/our" means the Bank.

The terms used in these Online Banking Terms and Conditions, unless defined herein or the context otherwise requires shall bear the same meaning assigned to them in the General Terms and Conditions.

1. Services

- a. We shall provide, subject to the Online Banking Terms and Conditions, the Services on Online Banking through the Site to enable the Customer to give instructions to and communicate with us electronically for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the HSBC Group.
- b. As part of the Services, we may make available via the Site financial, market or other information and data ('Information') supplied by any person (each an 'Information Provider' which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ('Reports').

- c. We have the right to determine and vary from time to time the scope and type of the Services to be made available through Online Banking including, without limitation;
 - i. expanding, modifying or reducing the Services at any time;
 - ii. imposing and varying any restrictions on the use of the 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 Services;
 - iii. prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next working day. The Bank may specify working days and daily cut-off times by reference to the time of various markets operating in different time-zones; and
 - 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 the Bank may designate from time to time or otherwise as part of the Bank's internal risk control program.

2. 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, goods, benefits and privileges from the Bank and/or other members of the HSBC Group as shall be made available from time to time. The Services are governed at all times by (i) these Online Banking Terms and Conditions, (ii) the General Terms and Conditions – Current, Savings & Card Accounts for Individual and Micro-Enterprises (hereinafter referred to as the "General Terms and Conditions") (iii) the HSBC Privacy Statement contained on the Bank's Site, (iv) our Hyperlink Policy published on the Site and (v) all other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges, together hereinafter referred to as the "Terms", copy of which you may access by clicking the following address on your browser <https://www.hsbc.com.mt/rates-and-tariffs/> or by choosing this option on the main menu.

Notwithstanding anything stated in the General Terms and Conditions, in case of any conflict between the Online Banking

Terms and Conditions and the General Terms and Conditions, the Online Banking Terms and Conditions shall prevail.

3. 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 the Bank 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 the Bank 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 the Bank in relation to the Services is true, complete and up-to-date. The Bank shall not be required to independently verify the same.
- c. The Services are for the Customer's sole and exclusive use.
- 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 the Bank as soon as practicable if he becomes aware of such use.
- e. Any exchange rate, interest rate, dealing rate and other prices and information quoted by us on the Site or otherwise in response to an online inquiry is for reference only and is not binding. For the purpose of the relevant transaction, the rate, price and information that shall be binding on the customers shall be that provided by the Bank at the time of confirming his acceptance irrespective of any different rate, price or information quoted by the Bank previously.
- f. The Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the internet and accepts responsibility and consequences thereof.

4. Username, Password and Security Code

- a. The Customer shall follow the guidance provided by the Bank in designating the Username for identifying the Customer for the purposes of the Online Banking service.
- b. The Bank may, require a Customer to use a Security Code generated by a Secure Key, to access the Services.
- c. Where the Customer is not a user of the Mobile Banking App, it is the sole responsibility of the Customer to apply to the Bank for a Physical Secure Key or a replacement if a Physical Secure Key has previously been issued but is subsequently lost, stolen or has failed to function as intended. A Physical Secure Key will only be sent by the Bank

if requested and if that Customer is not a Mobile Banking App user.

- d. In case where the Customer is already a user of the Mobile Banking App, the Customer must activate a Digital Secure Key through the Mobile Banking App. If not already a user of the Mobile Banking App, the Customer must first be registered for the Online Banking service to be able to download the Mobile Banking App and activate the Digital Secure Key. Once the Digital Secure Key is activated on the Mobile Banking App, the Online Banking service can only be accessed with the use of the Digital Secure Key. Please also refer to the separate HSBC Mobile Banking App Terms and Conditions available on our website at www.hsbc.com.mt.
- e. If the Customer opts to access the Online Banking service through a Physical Secure Key instead of a Digital Secure Key, the Customer will not be able to use the Mobile Banking App.
- f. The Customer shall act in good faith and exercise reasonable care and diligence in keeping the Username, the Password of the Secure Key and/ or the Security Code secret. At no time and under no circumstances shall the Customer disclose the Username, the Password, PIN, and/ or the Security Code to any other person or permit the Secure Key to come into the possession or control of any other person (including persons known to the Customer or who have access to the Customer's home or place of work).
- g. To the fullest extent permitted by law or regulations, the Customer shall be fully responsible for any accidental or unauthorised disclosure of the Username, the Password and/ or the Security Code to any other person and shall bear the risks of the Username, the Password, the Secure Key or the Security Code being used by unauthorised persons or for unauthorised purposes.
- h. Upon notice or suspicion of: (i) the Username, the Password, PIN and/ or the Security Code being compromised, changed and/ or disclosed to; and/ or (ii) the Physical Secure Key or the device on which the Mobile Banking App is installed together with the Digital Secure Key being lost or otherwise coming into the possession or control of any unauthorised person; and/ or (iii) any unauthorised use of the Online Banking service being made, the Customer shall notify us immediately in person or by telephone at such telephone number(s) as we may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given). To the fullest extent permitted by law or regulations, and until we receive actual receipt of such notification, the Customer shall remain responsible for any and all use of the Services by unauthorised persons or for unauthorised purposes. The Customer is

also responsible to keep confidential and secure any other personal information or documentation which when used with any Username, Password or Security Code would give access to the Services, execute Instructions or conclude transactions.

5. Customer's Instructions

- a. The Customer is required to quote any one or more of the Username, the Password, the Security Code and any other identifiers as shall be prescribed by the Bank from time to time in order to log-on to the Online Banking service and give Instructions to the Bank online. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
- b. Any instruction given in connection with the Services by quoting the Username, the Password, the Security Code and such other identifiers of the Customer as prescribed by the Bank, once given, may not be rescinded or withdrawn without our consent or as stated in the General Terms and Conditions. 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 the Bank or the relevant member of the HSBC Group in good faith, shall be binding on the Customer whether given by the Customer or by any other person purporting to be the Customer and, unless otherwise stated in the General Terms and Conditions, cannot be revoked. The Bank 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 Code and such other identifiers (if any) of the Customer.
- c. To the fullest extent permitted by applicable law or regulations, we will act on an Instruction in so far as it is in our opinion practicable and reasonable to do so and in accordance with our regular business practices and procedures.
- d. Advice or confirmation that an Instruction has been received and/ or a transaction has been effected through the Online Banking service will be provided by us online or where applicable by post. Such advice or confirmation shall be deemed to have been received by the Customer 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 the Bank 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 Online Banking service are for reference only. Our records of such account and transaction shall be conclusive unless and until the contrary is established.
- f. The Customer authorises us to debit the Customer's accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with an Instruction given in connection with the Services.

6. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services, including the right to impose a charge for the provision of any Physical Secure Key and to revise such fees. Where the Bank decides to levy new charges or amend existing charges we will tell you about any such change at least 60 days in advance. Where the changes are for your benefit we will notify you of these as soon as reasonably practicable. The Customer shall be deemed to have accepted the respective change/s if the Customer continues to maintain or use the Services on or after the effective date of the change/s. The Customer authorises the Bank to debit any of his accounts with any fees and/or charges in relation to the use and/or termination of the Services.

7. Customer's Undertakings and Responsibilities

- a. The Customer shall provide such information as we may from time to time reasonably request for the purposes of providing the Services. The Customer shall also ensure that all information provided to us is at all times accurate, complete and up-to-date including, without limitation, the Customer's address and other contact details.
- b. 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 (including the Site) or any software comprised in them.
- c. The Customer acknowledges that it is the responsibility of the Customer to determine independently market prices and rates for trading purposes through the Customer's 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, the Terms and any transactions and dealings which may affect the Customer under all applicable laws.
- d. The Customer acknowledges that it is the responsibility of the Customer to ensure that the use of the Services is in accordance with prevailing laws, rules and regulations (whether pertaining to Malta or any other country) as applicable to the Customer. The Customer undertakes not to use the Services to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted under applicable laws, rules and regulations.

- e. The Bank reserves the right to suspend all or any functionality which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to a volatile market.

8. 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 the Bank and the respective Information Providers.
- b. Unless expressly permitted by these Online Banking Terms, the Customer shall not, and shall not attempt to:
 - i. sell, transfer, disclose, assign, convey, lease, 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 programs.
- 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 the Bank; or
 - ii. where the Bank has expressly agreed in writing to its disclosure.
- d. The Customer agrees that all right, title and interest in and relating to the Site, the Services and 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 the Bank and the respective Information Providers.

No right, title or interest other than the right to access the Information and the Reports subject to these Online Banking 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 the Bank nor any Information Provider shall be considered an investment adviser to the Customer.
- g. Neither the Bank 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 the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume 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 the Bank or any Information Provider is authorised to give any such warranty, representation or guarantee.

9. Liabilities of the Bank

- a. The Bank 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 the Bank from time to time.
- b. None of the Bank, any member of the HSBC Group or 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. The Bank may suspend any Service provided to the Customer without notice where the Bank considers it necessary or advisable to do so, for example to protect the Customer when there is a suspected breach of security or we need to suspend the Services for maintenance or other reasons. Due to the nature of the Services, the Bank does not warrant that access to the Services shall be uninterrupted, timely, or error free. We will use reasonable efforts to inform the Customer without undue delay through the Online Banking services, and/or our website(s) if any of the Services is not available. In the event that we have 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 the Bank shall reimburse the Customer this sum. Other than reimbursing any sum as set out above, the Bank will have no further liability to the Customer.
- d. The Bank will make all reasonable efforts to ensure that the Secure Key provided to the Customer will perform as necessary to permit access to the Services as and when required. The Customer must notify the Bank immediately if the Secure Key fails to function correctly. The only obligations that the Bank has in respect of the Physical Secure Key is to replace the same with a new Physical Secure Key at no cost to the Customer but only upon the defective Physical Secure Key being returned immediately to the Bank together with a completed Physical Secure Key replacement form. Furthermore, the Bank must be satisfied that there is no default or negligence on the part of the Customer which results in or contributes to the Secure Key failure to function correctly. Other than as specified in this Clause 9(d), the Bank shall have no other liability in relation to the Secure Key including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Secure Key. In addition, to the fullest extent permitted by law or regulations, the Bank shall not be held liable for any loss or damages incurred or suffered by the Customer arising from the Customer's failure to safe-keep and/or use the Physical Secure Key or the device on which the Mobile Banking App and/or the Digital Secure Key is installed, in accordance with the Bank's instructions and recommendations.
- e. Unless Clause 10(b) applies or unless due to the gross negligence or willful default of the Bank, 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 therefrom or the amount of the relevant transaction (whichever

is less), neither the Bank 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 Secure Key) 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 Secure Key), in transmitting instructions or information relating to the Services or in connecting with the Site(s), caused by any acts, omissions or circumstances beyond the reasonable control of the Bank 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 the Bank, 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. While we make reasonable efforts to provide 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 internet network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.

10. Liabilities of the Customer

- a. Subject to the provisions of the General Terms and Conditions, and unless Clause 10(b) applies, the Customer shall be fully liable and responsible for

all consequences arising from or in connection with the use of the Services (including, without limitation, the use of the Secure Key) 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 authorised.

- b. Subject to Clause 4(f) and if, in the reasonable opinion of the Bank, 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 Bank's risk control and management measures had the Bank adopted such measures in accordance with Clause 9(a); or
- ii. a human or system error of the Bank.
- c. The Customer shall indemnify the Bank, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under these Online Banking Terms and Conditions, unless due to the gross negligence or willful default of the Bank, any member of the HSBC Group, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

11. Termination of Services

- a. Without prejudice to clauses 7(e) and 9(c), the Bank may, at any time, without giving reason, suspend or terminate all or any of the Services or their use by the Customer by giving at least two months' written notice.

The Bank may also, at any time, suspend or terminate all or any of the Services or their use by the Customer immediately in any and/or all of the circumstances calling for immediate termination as mentioned in the General Terms and Conditions.

- b. The Customer may terminate the use of the Services at any time by informing the Bank in writing, calling at any one of our branches or contacting us on 2380 2380.
- c. All provisions of these Online Banking 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 3(b), 4, 7, 8, 9 and 10. Notwithstanding such suspension or termination, the Customer shall continue to be bound by these Online Banking Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.

12. Amendments

The Bank reserves the right to lay down further conditions or to amend these Online Banking Terms and Conditions (including any fees or charges) for security, legal, regulatory or market reasons or changes in internationally accepted Banking practices or to take into consideration any increase in costs or decrease in the Bank's return or pursuant to the introduction of new products or technology. We may also change the Online Banking Terms and Conditions for any other valid reason. The Bank will give reasonable notice to the Customer of any material additions or changes to these Online Banking Terms and Conditions and/or to changes in fees or charges. Where the change is material or relates to new or increased charges in respect to payment accounts 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. We will personally inform you about any material changes or any new or increased charges by post, by e-mail, or by sending an SMS and secure e-message.

Where the changes to the Online Banking Terms and Conditions are for your benefit and/or are not material we may inform you of these changes by placing details of the changes within the Online Banking service or on our website, by sending an SMS or secure e-message as soon as reasonably practicable. Such revised terms and conditions shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

13. Financial Services

There are various services which may be provided via the Site and all information and specific terms and conditions are found under the appropriate headings.

14. Encryption and viruses

- a. You should be aware that we use a high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside Malta. It is your responsibility to ensure that, if outside Malta, your ability to use the Online Banking service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of

not being able to use the Online Banking service in these jurisdictions.

- b. The Online Banking service is accessed through the internet, which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device which you use to access the Online Banking service is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components.
- c. Due to the nature of the Online and Mobile Banking services, we will not be responsible for any loss of or damage to your data, software, computer, computer networks, mobile devices, telecommunications or other equipment caused by you using the Online Banking service unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- d. You will not be able to use the Online Banking service unless the software you are using has a minimum level of encryption. Further details of this can be found on the 'Help' pages of the Online Banking service (<https://www.hsbc.com.mt/ways-to-bank>).
- e. You agree to be bound by the terms of the license or similar agreement governing the use of any software used to enable you to use the Online Banking service. If you do not agree to such terms or agreement you should not use the Online Banking service.
- f. You should be aware of any export restrictions contained in any software used to enable you to use the Online Banking service and should keep up to date with such restrictions and the other terms of the software license or other agreement by regularly checking the relevant software publisher's website.

15. Miscellaneous

The Services or any marketing/promotional messages displayed as part of the Services should not be regarded as an offer or solicitation to buy/sell investments or make deposits or solicitation to subscribe to any other product or service, to any person or entity residing/domiciled in a jurisdiction outside Malta, where it is unlawful to make such an invitation or solicitation. The provision of the Services in certain countries or territories may be subject to special supplementary terms. Where applicable, you confirm that you have received and read these terms and agree to be bound by them.

16. Language

These Online Banking Terms and Conditions are in English and all communications we send you will be either in English or in Maltese.

17. Cookie Policy and the Use of Cookies

We use cookies to give you the best possible experience on our Online Banking. Cookies allow you to do many things such as log on to Online Banking, have us 'remember' your log-in preferences, apply for products and services online and use financial tools like calculators.

For further details please visit
<https://www.hsbc.com.mt/cookie-notice/>

18. 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.

19. Complaints to Arbiter of Financial Services

If your complaint has not been addressed to your satisfaction in terms of Clause 18 above, you may complain to the Arbiter for Financial Services, at the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana, FRN 1530, Malta or via e-mail to info@financialarbiter.org.mt. More information on the Office of the Arbiter for Financial Services can be found at <https://financialarbiter.org.mt/>.

Effective as from 31st January 2023.

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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www.hsbc.com.mt

Customer Service Tel: 2380 2380
(Ref No.38848-11/22)